

CONSUMER GRIEVANCE REDRESSAL FORUM – URBAN LEVEL
NOIDA POWER COMPANY LIMITED
GREATER NOIDA
COMPLAINT NO. UF/14/2024

IN THE MATTER OF:

SHIVANSHU SINGHANIA

...COMPLAINANT

VERSUS

M/S DOMUS GREENS PVT LTD. & ORS.

...OPPOSITE PARTIES

Quorum:

1. SHRI JITENDRA KUMAR DHAMAT, CHAIRMAN, CGRF
2. SMT. VEENITA MARATHIA, INDEPENDENT MEMBER, CGRF
3. SHRI MULENDRA KUMAR SHARMA, FIRST NOMINATED MEMBER, CGRF
4. SHRI SATYA PRAKASH SHARMA, SECOND NOMINATED MEMBER, CGRF

Appearance:

1. Shri Shivanshu Singhania, Complainant.
2. Shri Bhishmadev Mund, Arpit Sharma and Mohit Singh, Authorised Representatives of the Opposite Parties No. 1 & 2.
3. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited

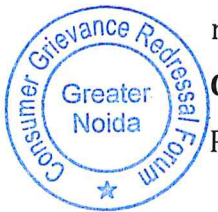
Judgement:

Date of Hearing: 04-03-2025

Date of Order: 28th MARCH 2025

Order Pronounced By: Smt. Veenita Marathia (Independent Member)

1. The instant Complaint has been filed by Shri Shivanshu Singhania a resident of flat no. 6253, ATS DOLCE, Sector Zeta-1, Greater Noida (hereinafter referred to as "**the Complainant**") under the UPERC (Consumer Grievance Redressal Forum) Regulations, 2022.



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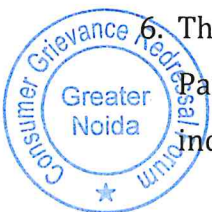
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2. The Complainant has a grievance in relation to incorrect billing and non-compliance of tariff regulations by the deemed franchisee, M/s Domus Greens Pvt Ltd. (hereinafter referred to as **"the Opposite Party No. 1"**), M/s ATS Maintenance Services Pvt Ltd. (hereinafter referred to as **"the Opposite Party No. 2"**) and M/s Noida Power Company Limited (hereinafter referred to as the **"the Opposite Party No. 3"**) concerning the billing practices for electricity supplied to the residents of ATS DOLCE, Sector Zeta-1, Greater Noida, Uttar Pradesh, (hereinafter referred to as **"the Society"**)
3. The Complainant stated that the Society was developed by the Opposite Party No. 1 and the possession of the flats was given from the year 2018 and since then the maintenance of the common area and the electricity distribution to the flat owners is being taken care of by the Opposite Party No. 2. The Complainant further stated that electricity is supplied by the Opposite Party No. 3 to a single-point connection of the Opposite Party No. 1, with sub-meters maintained by 'Elmeasure' or 'Sumeru' installed in each flat, through which billing is done monthly by the Opposite Party No. 2.
4. The Complainant further gave reference of the Tariff Revision Order passed by the Hon'ble Uttar Pradesh Electricity Regulatory Commission (hereinafter referred to as the **"Hon'ble State Commission"**) dated 20.07.2022 which directed that all consumers shall be entitled to a regulatory discount of 10% on the rate excluding the electricity duty which became effective from 04.08.2022. The Complainant further stated that the same regulatory discount continued for the FY-2023-24, which became effective from 06.06.2023 after the order of the Hon'ble State Commission.
5. The Complainant has contended that the Opposite Party No. 1 and its associated body the Opposite Party No. 2, did not implement the new tariff rates and continued to charge at previous rate along with the electricity duty of 5% over and above the prevailing rate to the residents of the society for electricity billing from August 2022 to October 2022, in violation of the afore-mentioned tariff orders and failed to give mandatory 10% discount on the rate applicable to those three months, as well as failed to provide necessary documentation such as detailed computation and audited accounts for the past financial years.

6. The Complainant has further contended that the Opposite Party No. 1 and the Opposite Party No. 2 have failed to provide the necessary details of the amounts realized from individual consumers and the amounts paid to the Opposite Party No.3, for every



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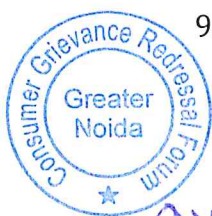
billing cycle, as required under the relevant tariff orders for FY-2022-23 and FY-2023-24. Additionally, the Opposite Party No. 1 and the Opposite Party No. 2 have failed to provide audited accounts for these financial years.

7. The Complainant has prayed for the following reliefs:

- (a) *The deemed franchisee i.e. 'Domus Greens Pvt Ltd' through its sister body ATS Maintenance Services Pvt Ltd. should refund the entire amount of Rs. 1001.85/-along with applicable 12% interest compounded annually to the complainant immediately.*
- (b) *That the franchisee should work jointly with all the residents/consumers or the Apartment Owners Association and refund the excess amount charged from each owner during the period of Aug2022-October2022 for the electricity billing on priority basis.*
- (c) *That the franchisee should provide a copy of the detailed computation of the details of amounts realized from all the individual consumers and the amount paid to the licensee, NPCL for every billing cycle at-least for the last 2 Financial Years i.e. FY-2022-23 and FY-2023-24 and the current FY24-25 and should continue providing the same for the future.*
- (d) *That the franchisee should provide a copy of the audited accounts at-least for the last 2 Financial Years i.e. FY-2022-23 and FY-2023-24 and the current FY24-25 and should continue providing the same for the future.*

8. The Opposite Party No. 1 and the Opposite Party No. 2 submitted their joint reply on 06.12.2024 and stated that the Hon'ble State Commission vide its order dated 20.07.2022 had approved new retail tariff which was applicable from 04.08.2022. They stated that as per the notification 10% regulatory discount was to be provided on 'rate' i.e. both "Fixed Charges & Energy Charges" to all the end customers. They further asserted that regulatory surcharge was introduced for the first time in Uttar Pradesh, therefore after due confirmation of the changes in tariff the Opposite Party No. 1 and the Opposite Party No. 2 had incorporated the same in pre-paid metering.

9. The Opposite Party No. 1 and the Opposite Party No. 2 further submitted that in compliance with the previously mentioned notification of the Hon'ble State Commission, they had incorporated the discount from November 2022 onwards,



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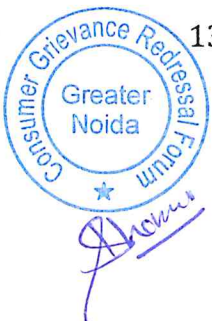
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which was also admitted by the Complainant. The Opposite Party No. 1 and the Opposite Party No. 2 averred that the implementation was immediately processed after receiving due confirmation from the Opposite Party No. 3, which took a natural course of time and alleged extra amount was taken into the consideration in the final audited sheet for the Financial Year 2022-2023.

10. The Opposite Party No. 1 and the Opposite Party No. 2 also contended that in the past they have conducted the audit of their accounts (all the expenses for making the audit report were incurred by the Opposite Party No. 1 and the Opposite Party No. 2) and have circulated it to the residents and the Opposite Party No. 3. They further submitted that as per the audited report for the Financial Year 2020-21 and 2021-22, the Opposite Party No. 1 and the Opposite Party No. 2 have incurred a loss of Rs. 31.42 Lacs and a loss of Rs. 23.15 Lacs respectively and in the Financial Year, 2022-23 and 2023-2024 the loss was of Rs. 19.44 Lacs and Rs.39.15 Lacs respectively. Therefore, from the past four (4) straight years, the Opposite Party No. 1 and the Opposite Party No. 2 have been incurring losses. They also highlighted the 13th Amendment to the Uttar Pradesh Electricity Supply Code, 2005 (hereinafter referred to as the “**Supply Code, 2005**”); wherein they have been allowed to take 4% of the loss incurred in transmission and distribution of electricity in 11 KV connections and 5% for higher connections.
11. The Opposite Party No. 1 and the Opposite Party No. 2 further submitted that even after incurring such big losses they have not transferred the burden of loss to the end consumers and did not adjust their losses. They contended that the allegation of overcharging the bill is not only a sham but also absurd.
12. The Opposite Party No. 1 and the Opposite Party No. 2 also brought to the notice that they are not inclined for distribution of the electricity as the Defendants /Opposite Parties are at loss and therefore are moving from single point connection to multi point connection. The survey has already been conducted in this regard by the Opposite Party No. 3 and soon there will be multi point connection.
13. The Opposite Party No. 1 and the Opposite Party No. 2 have further submitted that the Complainant has approached this forum with unclean hands and concealed several material facts and circumstances, they stated that the Complainant is a



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defaulter in payment of maintenance charges of the Opposite Party No. 2 and there is an outstanding of Rs. 32,536.77/- towards maintenance charges, due and as such the Complainant is liable to pay compensation for delayed payments at the interest rate of 18 % per annum. They also submitted that the Complainant has failed to pay this legally enforceable debt.

14. The Complainant filed his Rejoinder to the Reply furnished by the Opposite Party No. 1 and the Opposite Party No. 2 on 06.12.2024. The Complainant submitted that the Opposite Party No. 1 and the Opposite Party No. 2 have failed in their duties and have wilfully refused to refund the excess charges, even after admitting that a substantial delay occurred on their part in implementing the revised tariff.

15. The Complainant contended that the Opposite Party No. 1 and the Opposite Party No. 2 have explicitly acknowledged that the regulatory discount was incorporated from November 2022. Consequently, the excess amount charged for the months August 2022 to October 2022 must be refunded. The Complainant also asserted that there has been no communication or response to the emails sent by the Complainant over the past two years regarding the extra charges levied during those months.

16. The Complainant further submitted that while the Opposite Party No. 1 and the Opposite Party No. 2 have averred that they have shared the audited reports for FY 2020-21 and FY 2021-22 with the residents and the Opposite Party No. 3, there is no evidence on record to show that these reports were actually shared with them. The Complainant has been a resident of the Society since 2021 and has not received any such audited reports for FY 2021-22 from the Opposite Parties. Thus, the Complainant has submitted that the Opposite Party No. 1 has failed to furnish the audited report for these financial years till date.

17. The Complainant reiterated that the Tariff Order clearly mandates the furnishing of audit reports within three months after the closing of the financial year. As per this requirement, the Opposite Party No. 1 and the Opposite Party No. 2 have not complied with the Order to provide the audited report and computational statements for FY 2022-23 and FY 2023-24. Therefore, the Complainant submitted that they should be penalized for their failure to adhere to their obligations under the code. Furthermore, in the absence of the audited reports for FY 2020-21 and



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FY 2021-22, it cannot be verified that the Opposite Party No. 1 and the Opposite Party No. 2 have incurred the claimed losses for the stated amounts.

18. The Complainant further responded to the statement made by the Opposite Party No. 1 and the Opposite Party No. 2 regarding the default in maintenance charges and stated that it is not under the purview of this forum. It is the responsibility of the Opposite Party No. 1 and the Opposite Party No. 2 to resolve the multiple complaints and tickets lodged via the No-Brokerhood platform over the past 10-12 months concerning the service and repair of common areas, which have not been addressed in a timely manner. The Opposite Party No. 1 and the Opposite Party No. 2 have failed to acknowledge these unresolved issues in their Reply.
19. The Complainant further submitted that the Opposite Party No. 1 and the Opposite Party No. 2 have not provided clear details about the documents attached with their Reply. It is unclear whether the submitted computational statement refers to the total electricity consumption, including both flats and common areas, or only the common area consumption. The Complainant highlighted that the title of the document mentions "Common Area Electricity Cost", but there is confusion regarding whether the statement reflects the total electricity consumption of the common areas or the payments made to the Opposite Party No.3. If it does refer to the total consumption (flats + common areas), the Opposite Party No. 1 and the Opposite Party No. 2 needs to clarify the details regarding how the fixed charges are calculated for the flats, especially since the number of occupied flats has increased from FY 2022-23 to FY 2024-25.
20. The Complainant further submitted that although the Opposite Party No. 1 and the Opposite Party No. 2 attached a detailed computational statement of the Common Area Electricity ("CAE") costs as per Prayer No. 3, they have still failed to produce the Audited Accounts and Audited Reports for the FY 2022-2024, as requested in Prayer No. 4.
21. The Complainant also brought to the notice of this Forum that the aforementioned cost statement of CAE costs for the period from April 2022 to March 2023 reveal inconsistencies in the costs/charges, and stated that the Grid Fixed Charge shows a decreasing trend from 01.07.2022 to 31.12.2022, while from April 2023 to March 2024 and April 2024 to September 2024, the charges increased month by



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month as more flats were occupied. This trend is inconsistent because, once flats are occupied, the fixed charges should remain constant, with a minimum load of 5 KW for all flat owners. Therefore, the fixed charge data for FY 2022-23 cannot be verified as accurate and needs further clarification and substantial data to assess the statement's accuracy.

22. The Complainant further submitted that if the computational statement includes both the flats and common area electricity consumption, as the Opposite Party No. 1 and the Opposite Party No. 2 must confirm, the difference between the total electricity billing (fixed charges + grid consumption) for all flats and the total expenses should be reflected in the CAM charges or recovery. However, the manner in which the CAM charges are adjusted raises doubts. Since the CAE costs are indirectly included in the maintenance charges, the adjustment figures for CAM charges cannot be accurate. The statement claiming losses for the past four years is therefore misleading and can only be fully understood after the complete audit report is provided by the Respondents, including details of the total revenue from Monthly Maintenance Charges (MMC) charges and the total expenditure.
23. The Opposite Party No. 3 submitted its Reply on 04.03.2025 and stated that the Opposite Party No. 1 is the registered Consumer of the Opposite Party No. 3 having a single point connection in the name of "M/s Domus Green Private Limited", having present Contractual Load of 1500 kW under LMV-1 (Domestic) category. The Opposite Party No. 3 further stated that it only recognizes the Opposite Party No. 1 as its Single Point Bulk Load Consumer having Consumer No. 2000131904. The Opposite Party No. 3, further submitted herein that the Opposite Party No. 1 has been declared as the deemed franchisee vide Tariff Orders issued from time to time by the Hon'ble State Commission.
24. The Opposite Party No. 3 further contended that the Complainant has not prayed anything against the Opposite Party No. 3 and the Complainant has unnecessarily dragged them into litigation. The Opposite Party No. 3 also stated that the Complainant in his Rejoinder to the Reply furnished by the Opposite Party No. 1 and the Opposite Party No. 2 has prayed this forum to direct the Opposite Party No. 3 to produce audit reports submitted by the Opposite Party No. 1 and the Opposite Party No. 2 for the FY 2020-2021 and FY 2021-202. The Opposite Party



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No. 3 further asserted that upon thoroughly reviewing its records, it has found no evidence of receiving any such report for the specified period from the Opposite Party No. 1 and the Opposite Party No. 2. Therefore, it is incumbent upon the Opposite Party No. 1 and the Opposite Party No. 2 to furnish conclusive proof of the submission of the audit sheets for the claimed period.

25. The Opposite Party No. 3 further submitted that Single Point Bulk Consumers are required to conduct billing in accordance with the Supply Code, 2005; and applicable tariff orders issued periodically by the State Commission. Henceforth the electricity supplied by the deemed franchisee shall be done on no-profit-no-loss basis as per the provisions of the Supply Code, 2005 r/w Tariff Orders issued by the Hon'ble State Commission from time to time.

26. The Opposite Party No. 3 also brought to notice that Complainant has disputed the fixed charges and the energy charges paid by him for the period of May 2022 to August 2022 and non-receipt of 10% regulatory discount. In this regard the Opposite Party No. 3 further submitted that the Opposite Party No. 1 and the Opposite Party No. 2 have to charge the end consumers in accordance with the tariff orders issued by the Hon'ble State Commission from time to time and the Opposite Party No. 1 and the Opposite Party No. 2 cannot recover from the end consumers more than what they are paying to the Opposite Party No. 3.

27. The Opposite party No. 3 submitted that in the interests of end consumers in case of Single Point Connection and to ensure customer satisfaction, the Opposite Party No. 3, communicates, vide notice, the "Guidelines for Electricity Supply & Billing to End Consumers" after every Tariff order issued by the Hon'ble State Commission.

28. The Opposite Party further submitted that in order to wipe out such issues, the Hon'ble State Commission has amended Clause 4.9 of the Supply Code, 2005 vide 13th Amendment in the U.P. Supply Code, 2005 and has mandated that all these single-point electricity connections be converted to multi-point electricity connections so that the billing is transparent and the consumers are charged only for their electricity dues regarding the electricity consumed by consumers in accordance with the Tariff Orders approved by the Hon'ble State Commission from time to time.

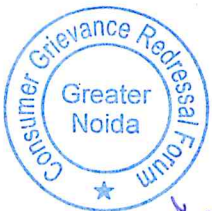


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29. The Opposite Party No. 3 brought to this Forum's notice that it had sent letters and apprised the Opposite Party No.1 regarding conversion from Single-point connection to Multi-point connection in compliance of the implementation of the 13th Amendment to the U.P. Supply Code, 2005 and sought certain information/documents from the Opposite Party No. 1 to implement the same, however, the Opposite Party No. 1 did not provide any information regarding conversion from Single-point connection to Multi-point connection.
30. **After thoroughly reviewing the complaint, replies, rejoinder, arguments advanced and the relevant provisions of the Supply Code, 2005, read with the applicable tariff orders, this Forum makes the following orders:**
31. Upon bare perusal of the Complaint, it is clear that the dispute in question pertains to refund of the regulatory discount for the month of August, September and October, 2022 and non-submission of the detailed computation of amounts realised from individual consumers and its payment to the Opposite Party No. 3.
32. The Opposite Party No. 1 and the Opposite Party No. 2 have admitted to a delay in implementing the regulatory discount of 10% on the electricity tariff as mandated by the Hon'ble Uttar Pradesh Electricity Regulatory Commission (UPERC) in its Tariff Orders dated 20.07.2022 and its effective date of 04.08.2022. This delay resulted in the overcharging of residents, including the Complainant for the period from August 2022 to October 2022.
33. The plea of the Opposite Party No. 1 and the Opposite Party No. 2 that the discount was implemented only after receiving due confirmation from the Opposite Party No. 3 holds no merit, as the tariff order itself is binding and effective from the date mentioned therein. The regulatory discount should have been applied from 04.08.2022 and any delay in its implementation is unjustified and prejudicial to consumer rights.
34. It is the admission of the Opposite Party No. 1 and the Opposite Party No. 2 that as the regulatory discount was introduced for the first time on 04.08.2022 in the area of supply of the Opposite Party No.3 i.e., NPCL, therefore after duly confirming the changes in tariff they incorporated the same from November, 2022. This Forum is of the view that incorporating the regulatory discount from the month of November, 2022 will not absolve the Opposite Party No. 1 and the Opposite Party



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No. 2 from their liability of passing over the regulatory discount to the residents from the date of effective applicability of the Tariff Order i.e. 04.08.2022. Therefore, the Opposite Party No. 1 and the Opposite Party No. 2 are directed to refund or adjust in the future bills, the regulatory discount not passed to the Complainant for the period of August, September and October 2022, amounting to Rs. 1001.85/- without any interest.

35. Furthermore, this Forum is of view that the benefit of regulatory discount should have been passed to the residents of the society, from the date of its applicability. The Opposite Party No. 1 is directed to refund the regulatory discount and the Opposite Party No. 2 is directed to submit a compliance report to this effect within 30 (Thirty) days from this order.

36. The cost statement comprising of the CAE Costs submitted by the Opposite Party No. 1 and the Opposite Party No. 2 is certified by a registered Chartered Accountant, which shows that the Opposite Party No. 1 and the Opposite Party No. 2, have incurred losses, however the Complainant has challenged the authenticity of the report. As far as the question of the authenticity of the CA report is concerned, this Forum's jurisdiction does not extend to determining the veracity of such reports, If the Complainant believes that the reports are defective, he is at liberty to seek appropriate remedies before a competent forum/court provided under the law. This Forum further clarifies that in cases where a deemed franchisee fails to comply with the guidelines regarding the provision of audited accounts as prescribed in the Tariff Orders, it is incumbent upon the consumers to seek redressal from the Consumer Grievance Redressal Forum (CGRF) of the local area. The relevant provision from the Tariff Orders is stipulated as follows:

*"The deemed franchisee shall arrange to get its account(s) audited by a Chartered Accountant mandatorily. The audited accounts will be made available to all the consumers of the deemed franchisee within 3 months of the closure of that financial year. **If he fails to do so, then the consumers may approach the Consumer Grievance Redressal Forum (CGRF) having jurisdiction over their local area for the redressal of their grievances.**"*



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37. Furthermore, the Hon'ble State Commission, after seeing an increase in non-compliance of the above direction by the deemed franchisees, has stipulated the following in the Tariff Order for FY 2024-25:

"For the Licensee to be able to monitor such compliance, the Licensee under whose area the deemed franchisee falls shall develop an online system where the deemed franchisee shall be required to upload the reports provided in a) and b) above and same shall be available to all concerned. The system should become fully operational within six months from the date of issuance of this Order.

In case, the deemed franchisee fails to upload any of the reports on online portal as above within the prescribed period, it will be treated as a default and a penalty shall be applicable as shown below:

Occurrence of Default	Penalty
1 st Default	5,000/-
2 nd Default	10,000/-
3 rd Default	15,000/-

The penalty shall be payable to the Licensee and the same shall be treated as Non-Tariff income of the Licensee.

In case of three defaults within a two-year period from the occurrence of first default, including the first default, after the passage of this Order, it will be presumed that the developer/RWA is not willing to comply with the directions of the Commission. The facility of the single point connection in this eventuality will be withdrawn and the Licensee shall mandatorily convert it to multiple point connection. All the conditions as per the 13th Amendment of UP Electricity Supply Code and Orders of the Commission applicable in this regard, shall be applicable."



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38. The Complainant, if aggrieved, by non-redressal of his grievance by the Forum may make a representation/appeal against this order, before the Company Level/Hon'ble Electricity Ombudsman, Vidyut Niyamak Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 within one month from the date of receipt of this order.


The Complaint is disposed of in the aforesaid manner.


Jitender Kumar Dhamat
(Chairman)

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उपभोक्ता व्यथा निवारण फोरम
शहरी स्तर, ग्रेटर नोएडा


Veenita Marathia
(Independent Member)


Mulendra Kumar Sharma
(First Nominated Member)


Satya Prakash Sharma
(Second Nominated Member)

