

CONSUMER GRIEVANCE REDRESSAL FORUM – URBAN LEVEL
NOIDA POWER COMPANY LIMITED
GREATER NOIDA

IN THE MATTER OF:

COMPLAINT NO. UF/13/2024

Umanand Pathak

...Complainant

Versus

Jagdish Prasad Lawanyia & Ors.

...Opposite Parties

Quorum:

1. Shri Jitendra Kumar Dhamat (Chairman)
2. Smt. Veenita Marathia (Independent Member)
3. Shri Mulendra Kumar Sharma (First Nominated Member)
4. Shri Satya Prakash Sharma (Second Nominated Member)

Appearance:

1. None Present on behalf of the Complainant
2. Shri. J.P. Lawanyia for Opposite Party No.1 and Opposite Party No. 2
3. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited (OP No. 3)

Order:

Date of Hearing: 25.10.2024

Date of Order: 13.12.2024

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



Sharma
Umanand Pathak
- 13/12/24

Veenita

Sharma

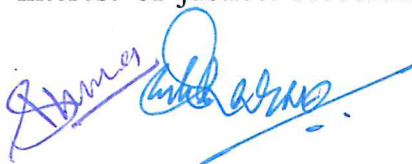
1. The instant complaint has been filed by Shri Umanand Pathak hereinafter referred to as “**the Complainant**”) under the UPERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2022.
2. The Complainant by way of the present complaint has sought an electricity connection on his alleged premises i.e. Magma Print-o-Pact Limited, Plot no. B-1 A, Udyog Kendra -1 A, Ecotech- 3A, Greater Noida and has sought following reliefs;
 - (a) That the Opposite Party No.3 be ordered to accept the application of the Complainant for electricity supply on plot number B-1A, Udyog Kendra 1A, Ecotech-3A Greater Noida and approve the electricity connection as per rules. In case of getting a Temporary electricity connection, the Complainant is ready to give an undertaking that whatever will be decided before the court about the dispute between the parties regarding the above property, the Complainant will agree to the action taken on its basis.
 - (b) That the Opposite Party No.3 should be ordered to pay a sum of Rs 1,00,000/- in order to compensate the Complainant on account of mental, physical and financial hardship suffered.
 - (c) That the Opposite Party No. 3 should be ordered to pay a sum of Rs 51,000/- to the Complainant towards legal expenses
 - (d) That any other relief which is appropriate in the view of the Honourable Commission should be provided to the Complainant from the Opposite Party.
3. The Complainant by way of this present complaint has submitted that he has been operating a factory at Plot no.3 and 4 A, Udyog Kendra -1 A, Greater Noida, Gautam Budh Nagar since 2009 which has an approved electricity connection as per the rules of NPCL and no outstanding dues/ arrears against the electricity department.



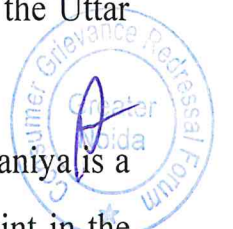


4. As per the Complainant, Magma Print O Pack Limited which is situated at Plot No. B-1 A, Udyog Kendra-1A located at Ecotech 3A, Greater Noida (hereinafter referred as “**Disputed Property**”). The Complainant purchased the disputed property for an amount of ₹1.60 crore from the Director of the Magma Print O Pack. The Complainant stated that he paid ₹1.21 crore via RTGS as per the agreement and the rest of the amount was to be paid at the time of registration and the possession of the said premises was handed over to the Complainant in February 2019. However, despite repeated requests Director of the Magma Print O Pack Limited did not execute the agreed sale deed in his favour with an intention to illegally grab the said disputed property.
5. The Complainant further submitted that the Directors of the Magma Print O Pack Limited have been trying to illegally acquire possession of the property and not executing the sale deed. The Complainant has also placed on record an FIR No 0263 of 2022 Police Station Ecotech – 3, Greater Noida. The Complainant has also mentioned that he has filed a complaint u/s 138 of the Negotiable Instrument Act, 1881 against the directors of the Magma Print O Pack Limited. Further, the Complainant has also attached the order 08.02.2024 passed by the Ld. Civil Judge (senior division) Gautam Budh Nagar and stated he is in the possession of the Disputed Property as well as getting an electricity connection is his fundamental right.
6. The Opposite Party No. 3 submitted that the Complainant had sought an Electricity Connection on the Disputed Premises by way of this present complaint and did not move any formal application as prescribed in the Uttar Pradesh Electricity Supply Code, 2005 (**the Supply Code, 2005**).
7. The Opposite Party No.3 also submitted that Mr. Jagdish Prasad Lawaniya is a necessary party in the matter and he should be impleaded in complaint in the interest of justice. Accordingly, due notice was sent to Mr. Jagdish Prasad





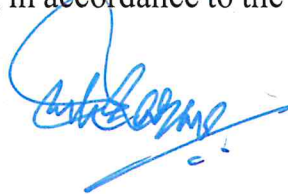




Lawania affording him an opportunity to be heard and present his version of events.

8. The Opposite Party 1 & 2 in their reply stated that the Complainant has been trying to mislead the forum by providing wrong information with respect to the identification of disputed plot and the place where it is situated.
9. The Opposite Party 1 & 2 submitted that the agreement for the sale of Disputed Property between them and the Complainant was entered into, at an agreed price of ₹ 1,60,00,000/- but the same contract was subsequently cancelled vide dated 08.08.2022 by mutual consent between the above-mentioned parties. It was further agreed between the parties that the money received had to be returned in a time bound manner. In lieu of the same Opposite Party No. 1 & 2 issued three cheques drawn in the favour of Complainant.
10. The Opposite Party 1 & 2 has further submitted that the Complainant presented the above-mentioned cheques before time and therefore, the cheques got dishonoured. The Opposite Party No. 1 & 2 further stated that they still are ready to give back the said amount and despite repeated requests the Complainant has not agreed to take his money back and he is still occupying the disputed property illegally with dis-honest intention.
11. The Opposite Party 1 & 2 further stated that the Complainant never paid any monthly rent and on contrary transferred his goods to the Disputed Property and did not vacate the same as well as till date is in illegal occupancy; when the sale agreement was cancelled mutually on 08.08.2022.
12. The Opposite Party No. 3 filed its Reply on 22.03.2024 and averred that it is a Distribution Licensee as per the provision of the Electricity Act, 2003 which is responsible for the retail supply of electricity in the Greater Noida area and has been functioning in accordance to the provisions of the Electricity Act, 2003 and





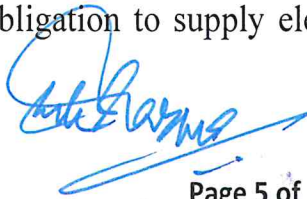




regulations framed by the Hon'ble Uttar Pradesh Electricity Regulatory Commission, Lucknow, UP. (**Hon'ble State Commission**).

13. The Opposite Party No. 3 further submitted that from the arguments advanced and upon the perusal of the present complaint it could be inferred that the Complaint was solely based upon getting an Electricity Connection at the Disputed Property for which a civil suit pending adjudication is filed vide Civil Suit No. 185/2024 before the Hon'ble Civil Judge, Senior Division, Gautam Buddha Nagar.
14. The Opposite Party No. 3 referred to the Clause 4.4 of the Supply Code, 2005; which specifically lays down provisions for processing of Applications for Electricity Supply. The mentioned Clause prescribes for certain documents to be furnished by the Applicant in lieu of obtaining a new Electricity Connection. It further submitted that the formalities enumerated under the Supply Code, 2005 shall be complied with in order to obtain new connection.
15. Upon reviewing the pleadings exchanged between the parties and the relevant documents submitted by the respective parties, arguments as well as the above discussions, this Forum makes the following the observation;
- a) The instant complaint has been filed by the Complainant for seeking new electricity connection at Magma Print-o-Pact Limited, Plot no. B-1 A, Udyog Kendra -1 A, Ecotech- 3A, Greater Noida. From the arguments and evidence submitted before this Forum, the said property is a disputed property and the dispute regarding the ownership of this property is pending before the Hon'ble Civil Judge, Senior Division, Gautam Buddha Nagar vide Civil Suit No. 185/2024.
- b) At this stage, it would be apposite to refer to Section 43 of the Electricity Act, 2003 As per Section 43 of the Act specifically stipulates that licensee has a Universal Obligation to supply electricity on an application filed by the











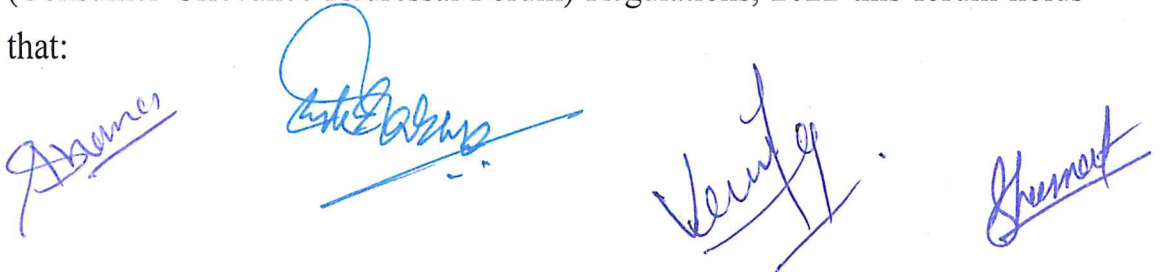
owner or occupier of any premises. Further, as per Note-3, Annexure 4.1 of the Supply Code,2005, Electricity connection will not be treated as a proof of ownership of the premise.

- c) In the present case, the Opposite Party No. 1 and 2 failed to show any order from the Hon'ble Civil Court which specifically prohibits the installation of electricity connection at the disputed premises and during arguments admitted that the Complainant is in the illegal possession of the Disputed Property.
- d) The Forum refers to the order passed by Hon'ble High Court of Gujrat in Special Civil Application No. 6281/2021. The Hon'ble High Court made the following observation;

“Thus, the petitioners, who are the occupiers of the land, cannot be denied the electricity connection only because dispute with regard to decision of the land in question is pending. The Division Bench has observed that the company cannot decide the disputed question of right and title and the ownership or right of occupancy has no nexus with grant of electrical connection to a consumer”.

- e) Thus, from the above-mentioned rules and regulations, Complainant cannot be denied with the electricity connection on the ground that dispute related to ownership is pending before the Court of Law. Further, the Forum has also referred to the relevant clause of the Supply Code, 2005 passed by UPERC and is of the view that electricity connection cannot be treated as the proof of ownership.

16. Based on the facts presented and the legal framework as provided in the Electricity Act, 2003, U.P. Electricity Supply Code, 2005 and the UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 this forum holds that:



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- a) The Forum directs Opposite Party No.3 to grant the Complainant with the Pre-Paid electricity connection after fulfilling all the formalities enumerated under the Supply Code, 2005.
- b) The order for granting the pre-paid electricity connection will be conditional, dependent on the final outcome of the ongoing case before the Hon'ble Civil Court concerning the ownership of the property.

ORDER

In light of the above findings, the complaint is partially allowed with respect to granting of new electricity connection and all other prayers are dismissed. No orders as to costs.

बिनास
व्यथा निवारण फोरम
शहरी स्तर, प्रेटर नोएडा

Jitender Kumar Dhamat
(Chairman)

Veenita Marathia

(Independent Member)

Mulendra Kumar Sharma
(First Nominated Member)

Satya Prakash Sharma

(Second Nominated Member)

Date: 13.12.2024

