

CONSUMER GRIEVANCE REDRESSAL FORUM – URBAN LEVEL

NOIDA POWER COMPANY LIMITED

GREATER NOIDA

IN THE MATTER OF:

Old Complaint No. 81-C/2022

New Complaint No. 11/2023

V.K. Sharma & Ors.

...Complainant

Versus

- 1. M/s Y.G. Estates Facilities Management Pvt. Limited**
- 2. M/s Supertech Ltd.**
- 3. Noida Power Company Ltd.**

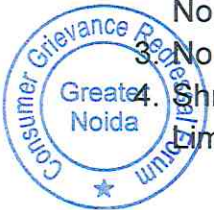
...Opposite Parties

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. Shri V.K. Sharma, Complainant
2. Mr. Vikrant Solanki Junior Counsel of Mr. Mohit Kumar Gupta for Opposite Party No.1
3. No One for Opposite Party No. 2
4. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited



Order:

Date of Hearing: 22.03.2024

Date of Order: 31.05.2024

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

1. The instant complaint was filed by Shri V.K. Sharma and other residents of Supertech Czar Suites – 1, Sector – Omicron 1, Greater Noida (hereinafter

referred to as “**the Complainants**”) under the UPERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2007. Subsequently, following the incorporation of new CGRFs, the matter was transferred to this forum (CGRF – Urban Level) under the new UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 (“Regulations, 2022”).

2. The Complainants have filed the present Complaint against M/s Y.G. Estates Facilities Management Pvt. Limited (hereinafter referred to as the “**Opposite Party No.1**”) and M/s Supertech Limited (hereinafter referred as the “**Opposite Party No.2**”) along with Noida Power Company Limited (hereinafter referred as the “**Opposite Party No.3**”)
3. The Complainants in the present Complaint have contended that there is non-compliance of the Guidelines for Electricity Charges & Billing to End Consumers issued by the Hon’ble State Commission regarding billing to end consumers which is communicated by Opposite Party No. 3.
4. The Complainants have submitted that the electricity should be provided to the end consumers by the Opposite Party No. 1 and Opposite Party No. 2 in accordance with the rules and regulations framed under the Electricity Act, 2003 read with the Uttar Pradesh Electricity Supply Code, 2005 (hereinafter referred as the “**Supply Code, 2005**”) and Tariff Orders and Guidelines issued by the Hon’ble State Commission from time to time.
5. **The Complainant prayed for the following reliefs:**

“

(a) *Not to deduct maintenance charge from electricity pre-paid meter as a condition that if other charges are not paid then Electricity will be disconnected, which is currently happening since more than a decade after several repeated reminders with opposite parties 1 and 2 and 3.*

(b) *Install separate meter for measuring the electricity supplied for use of common area and charge the same as electricity common area overhead instead of adding the same to other Common Area Maintenance Charges, so as in case of any disputes on*



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

overcharging of Maintenance and Other Charges at least the Electricity Bill alone could be paid without delay otherwise the same is disconnected by the opposite parties 1 and 2.

- (c) Install and measure separately the backup Generator Charges which is not happening and the Units are manually separated without any logic to create the Electricity Bills.
- (d) The Electricity bills are manually created and generated without any automation of data and this gives a room to manipulate the bills.
- (e) The Common Area Electricity consumption for lifts, water pumps, corridor lightings, basement lightings, Park lightings to be metered and to be shown as a separate head in the Electricity bill for clarity of the consumers.
- (f) Opposite Party 1 and 2 to get its electricity account audited from a Chartered Accountant in accordance with the Tariff Order and provide a copy of the same to the residents at the end of each financial year.
- (g) Fixed Charges has to be charged on the basis of pro-rata basis from the residents since 2011 and anything extra charged, i.e., difference between Load in Kilowatt sanctioned and Kilowatt consumed as per the NPCL Bills and other records to be refunded to the consumers with an interest of 12% per annum. The details of the last 10 Years to be calculated for this purpose (On parameters Year wise/ Periodise Load Sanctioned and the Load Consumed/ Sold by the Opposite Parties 1 and 2 and the Fixed Cost as per these Parameters).
- (h) That the Opposite Parties 1 and 2 not to charge coupon charges of Rs. 30/- monthly from the residents recharging online and paying for the services to the financial service providers and taxes to the Government.



Sharma *Veer Singh* *Page 3 of 14* *Sharma*

- (i) Not to charge from the residents for load enhancement Rs. 29500/- or any amount exceeding as per the provisions of the Cost Data Book read with the U.P. Electricity Supply Code, 2005 and not to rely on the version of Opposite Parties 1 and 2 informing the Hon'ble Commission that these charges are for some Electrical items or components or LT panel as there is no such evidence shared by the Opposite Party in last several years in any if this kind of cases with the Hon'ble Commission.
- (j) To provide a copy of the audit report to the flat owners /individual consumer of Supertech Czar suites.
- (k) To provide the monthly bill raised by the NPCL and put such bills on Notice Board of Supertech Czar each month.
- (l) To check the pre-paid meter installed by opposite parties 1 and 2 for supply of power to the flat owners so as to verify whether it is in accordance with the standard fixed by UPERC; and is correct as per the ripping factor and calibration of speed and units of electricity supplied and consumed.
- (m) Electricity charges, any other charges, i.e., Common Area Maintenance Charges, water charges, club charges, etc. shall not be deducted from the prepaid meters primarily installed for measuring supply of electricity.
- (n) Copy of each month's electricity bill issued by NPCL and payments made by Opposite Party 1 and 2 is put up on notice board of the society so that the end consumers/residents are aware of timely payments of the money paid by them towards electricity bills to opposite party no. 3
- (o) The Company/builder shall not disconnect the supply of electricity of the end-consumers on pretext of default in payment of other Common Maintenance Charges.
- (p) Instruct opposite parties 1 to 3 to process the Multiple Point connection which purposefully is delayed and are not doing it for



Shameek

Veerajyoti

Shameek

Shameek

reasons benefitting them, but no follow-up has been done by Opposite Party No.1 and 2 and also no push from opposite party No. 3 as well.

Further the Opposite Party 3 may provide the Hon'ble Commission reasons that there is some technical issues of unable to segregate or meter the Common Area consumption of electricity hence the delay is happening, but the Hon'ble Commission can ask them to go in the below manner to resolve the Technical issue, i.e., install individual NPCL Meters to all the Residents/ Units and for Unmetered Electricity consumption for the Common Area to follow the concept of Virtual Calculation which can be used temporarily by calculating the units as below:

Total units billed by the Single Meters of NPCL on the source installed deduct the Total Units of the Individual NPCL Meters installed with the residents in their Units and the balance of the Units arrived after that to be taken as the Electricity Consumed by Common Area. Hence there is no Technical Issues which Opposite Party No. 3 is unable to resolve but looks as if this is a way of delaying and providing benefits to the Opposite Parties 1 and 2 for the reasons best known to Opposite Party No.3.

Total Units billed in the Single Meter at source (As per NPCL Bill) – Total Units of Residential Meters (As per the reading taken) = Units of Common Area Electricity Consumption (the balance units are for the Common Area Usage/ Consumption).

(q) That any other such order that the Hon'ble Commission thinks fit'.



The Opposite Party No. 1 filed its Reply on 11.07.2023 and the Opposite Party No. 2 has not filed any reply to the complaint. The Opposite Party No. 1 has submitted that it has been collecting Maintenance Charges as per the agreement between the parties wherein it was pre-decided that the maintenance charges will be deducted from the Pre-paid Meter. Further, the Opposite Party No. 1 has added that the supply of electricity is done via the

pre-paid meter which runs through a software and in case of no recharge of the meter and beyond ₹500 negative balance the electricity gets automatically cut-off through the software. The Opposite Party No. 1 has also stated that PVVNL and NPCL also hold the right to disconnect the supply of electricity in case of non-payment of electricity bills.

7. The Opposite Party No. 1 has contended that the fixed charges are collected as per the guidelines issued by the Hon'ble State Commission and also submitted that the Electricity Tariff has been changed by the maintenance agency in compliance of the Notice dated 04.08.2022 issued by the Opposite Party No. 3.
8. The Opposite Party No. 1 has further contended that the coupon recharge is taken for running the software and cloud services and the Opposite Party No. 3 charges ₹30 per flat and PVVNL charges ₹63 per flat for the same.
9. The Opposite Party No. 1 submitted that the construction work has been completed in the society by the developer and no major construction work has been done in the last four years and the small works done at the time of possession like plumber work, painting, tiles work etc. for which electricity and other charges are paid by the Developer to Maintenance agency for which proper records are maintained.
10. The Opposite Party No. 1 has submitted that the Opposite Party No.3 has given a connection of 11 KW to the society and the Opposite Party No.1 supplies 440V to the allottees. A huge infrastructure was prepared for this work which includes transformers, HT room, LT room, vacuumed circuit breakers, air circuit breakers etc. and for all these works, the Opposite Party No.1 spent a huge amount in the society, which is approximately ₹28,000/- for 1 KW, but the Opposite Party No.1 charges ₹25,000/- and applicable GST for this, the calculation of which is filed by the Opposite Party No. 1 before the Opposite Party No. 3 and UPPCL. As the Opposite Party No.1 spent a huge amount of money in creating infrastructure for the supply of electricity therefore its rates cannot be compared with the rates of the Opposite Party No. 3.
11. The Opposite Party No. 3 filed its Reply on 03.01.2024. The Opposite Party No. 3 submitted that M/s Supertech Ltd. (Opposite Party No. 2) is the registered



Sharma

Verma

Sharma

Sharma

consumer having a single point connection in the name of M/s Supertech Ltd. having Consumer No. 2000103332 with a contracted load of 2800kW catering supply at GH-002, Omicron – 1, Gautam Budh Nagar (hereinafter referred as “the Premises”) under LMV – 1 category (Domestic). The Opposite Party No. 3 points out that it did not appoint Opposite Party No. 2 as its franchisee and has been declared deemed franchisee vide its Tariff Order issued from time to time by the Hon’ble State Commission.

12. The Opposite Party No. 3 submitted that the Hon’ble State Commission issues various guidelines for “Electrical Supply and Billing to End Consumers” vide its Tariff Orders which are intimated by the Opposite Party No. 3 to its Single Point Bulk Load Consumers from time to time. The Opposite Party No. 3 also sent several letters dated 08.12.2017, 13.09.2019 and 30.07.2022 along with the relevant part of LMV-1 from time to time to Opposite Party No. 2 regarding Guidelines for Electrical Supply and Billing to End Consumers.
13. The Opposite Party No. 3 contended that the said letters clearly mention that apart from electricity charges, no other charges including but not limited to CAM Charges, Water Charges, Club Charges etc. shall be deducted from the pre-paid meters primarily installed for measuring supply of electricity. The Opposite Party No. 3 submitted that distribution licensees do not have such powers to ensure the compliance of the guidelines of the Hon’ble Commission issued for Single Point Bulk Supply users except for disconnection of electricity supply but such steps will ultimately affect the end consumers and the end consumers shall be the sufferers.
14. The Opposite Party No. 3 submitted that for these reasons and considering such frequent complaints of the end consumers across the state of U.P. the Hon’ble Commission has amended the clause 4.9 of the U.P. Electricity Supply Code, 2005 which mandates that all existing single point connections shall be converted Multi-Point Connections. The Opposite Party No. 3 has sent several letters and reminders dated 21.08.2018, 10.09.2018, 15.10.2018, 19.11.2018 and 03.01.2019 to Opposite Party No. 2 regarding conversion from single point to multi-point. In view of the same, the Opposite Party No. 3 refutes the contention of the Complainant that it has purposefully delayed the conversion of Single-point connection to Multi-Point connection.



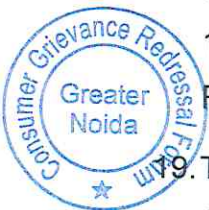
Sharma

Venky H.

[Signature]

[Signature]

15. The Opposite Party No. 3 has submitted that some of the residents of the Premises have filed Writ Petition – C bearing No. 9432 of 2023 in the Hon'ble Allahabad High Court, Allahabad wherein the Hon'ble High Court vide Order dated 24.03.2024 directed the Respondents not to take any coercive action against the Petitioners (residents of the society).
16. The Opposite Party No. 3 highlighted Clause 3.10 (b) of the CGRF Regulations, 2022 which provides that "*The forum shall not entertain a complaint if it pertains to the same subject matter for which any proceedings before any competent court, authority or any other forum is pending or a decree, award or a final order has already been passed by any competent court, authority or forum*". In light of the same, the Opposite Party No. 3 contends that prayer (p) of the Complainant shall be amended.
17. The Opposite Party No. 3 submits that due to continuous flouting of rules, Opposite Party No.3 issued a notice to Opposite Party No.2 with Ref. No. COMM/FY'19-20/GH/80 dated 11.12.2019 for providing information about the sanctioned load, total no. of flats, total no. of flats occupied, fixed charges etc. to curb the non-compliance of the orders/directions of the Hon'ble Commission.
18. The Opposite Party No. 3 submits that the Opposite Party No. 2 can charge for the load enhancement as per the Cost data book read with the provisions of the U.P. Electricity Supply Code, 2005. Also, the Opposite Party No. 3 on 22.03.2023 issued a show cause notice for violation of Clause 4.46 (b) of the U.P. Electricity Supply Code, 2005 to the Opposite Party No. 2 and directed to submit its response within 15 days of the date of show cause notice. The Opposite Party No. 1 submitted its reply with the details of the load allocated to the residents of the Supertech Czar vide letter dated 19.04.2023, however, no such response was received from the Opposite Party No. 2 despite Opposite Party No. 3 providing it the opportunity again vide letter dated 01.05.2023. The load was enhanced from 2500 kW to 2800 kW on the basis of letter dated 19.04.2023. Further, the Opposite Party No. 3 has denied that they are charging Rs. 30/- per flat of its services (coupon charge software and cloud services).
19. The Opposite Party No. 3 in its Reply states that it is imperative that the Opposite Party No. 2 can charge in accordance with Tariff Order issued by the Hon'ble State Commission from time to time and cannot recover from the end



Sharma

Veeru

Sharma

consumers more than what it is paying to the Opposite Party No. 3. The Opposite Party No. 3 vide its letter dated 01.05.2023 informed Opposite Party No. 2 that even though the load has been sanctioned at 2800 kW, it is still paying the Opposite Party No. 3 as per the load at 2500 kW and thus, is in violation of the provisions of the U.P. Electricity Supply Code, 2005.

20. The Opposite Party No. 3 further submits that in this manner it has taken all the measures available in the Electricity Act, 2003, U.P. Electricity Supply Code, 2005 and various tariff order issued from time to time, thus, there is no deficiency or defects in its services.
21. The Opposite Party No. 2 i.e. M/s Supertech Ltd. has not filed any reply in the matter. This Forum has given ample opportunities to file reply, however, Opposite Party No. 2 failed to file any reply in the matter, thus, they are proceeded as ex-parte.
22. This Forum has heard at length all the parties in this matter and following observations are made. In this case, this Forum thinks it is proper to scrutinize and discuss the relevant questions involved in the case relief – wise which have been sought by the Complainants in their complaint. Most of the reliefs/prayer which are sought are repetitive/similar in nature, thus are dealt and decided collectively.

With regard to Prayer (a), (m) and (o):

These prayers are similar in nature and will be dealt together.

After careful consideration of the reliefs sought in sections (a), (m), and (o) of the Complaint, particularly concerning the disconnection of electricity supply, this Forum firmly asserts that the Complainants' electricity supply should not be disconnected due to arrears in payments not related to electricity consumption. This Forum is of view that disconnection should solely be based on outstanding electricity bills incurred by the Complainants along with charges for lift, water lifting pump, streetlights (if applicable), corridor/campus lighting, and other common facilities.

Accordingly, the prayer pertaining to the disconnection of electricity supply is addressed as follows: Opposite Party No. 1 & 2 are directed not



to disconnect electricity supply for reasons other than outstanding electricity dues as elucidated above.

With regard to Prayer (b & e):

These prayers are related to installation of separate meter for measuring electricity consumed for common services and charge the same as Common Area electricity charges instead of adding the same to CAM Charges and show them separately in the bills.

On careful examination of the bills attached, it is revealed that bills have various heads like Minimum Back up Charge, Monthly CAM Charges, Grid Electricity Charges, Minimum Electric Charges etc. The Opposite Party no. 1 through its reply has stated that a separate meter for common area already exists however, no evidence has been provided in this regard i.e. Meter No. etc. **This forum is of the view that for the clarity and transparency in raising the electricity charges for the common area electricity consumption, i.e. lifts, water pumps, corridor lightings etc., the same should be included under separate head in electricity bill.**

With regard to Prayer (c):

This prayer with regard to installation of separate meter for Backup Generators which is beyond the purview of this Forum, **therefore, no observation is passed.**

With regard to Prayer (d):

This Forum has gone through the relevant paragraphs related to this prayer. The Complainants have not filed any substantial evidence to corroborate their assertion and on the other hand Opposite Party No. 1 has denied manipulation in the bills in any manner. **Thus, this Forum has no sufficient reason to pass any order in this regard.**

With regard to Prayer (f & j):

This prayer is related to the audit of electricity account from Chartered Accountant in accordance with the Tariff Order. This Forum has gone through tariff order in this regard which is as under:



Sharma

Sharma

Sharma

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.

In light of the above, the Opposite Party No. 1 & 2 are directed to follow the tariff order in its letter and spirit.

With regard to Prayer (g):

This Prayer is related to Fixed Charges to be Charged on pro-rata basis from the residents since 2011 and anything extra charged i.e., difference between Load in Kilowatt Sanctioned and Kilowatt Consumed as per the NPCL Bills and other records to be refunded to the Consumers with an interest of 12% per annum. The details of the last years to be calculated for this purpose (on parameters year wise/ periodise load sanctioned and the Load Consumed/ sold by the Opposite Parties 1 & 2 and the fixed cost as per these parameters)

The Forum has carefully perused all the relevant documents and annexures available on the record. In the arguments the Complainants have not substantiated their claim and therefore the Forum is of the view the Complainants have not provided sufficient evidence/documents (details of past Ten Years) to calculate the fixed Charges on pro rata basis. **Due to lack of evidence, this prayer is disallowed. However, the Forum directs the Opposite Party 1 & 2 to get its account(s) audited by a Chartered Accountant mandatorily and furnish a copy of audited accounts within 3 months of the closure of Financial year to Opposite Party no. 3 and provide copies of the same to the residents.** The Opposite Party No. 1 & 2 are directed to recover the fixed charges from the Complainants on No-Profit-No-Loss Basis equivalent to the fixed charges it is paying to the Opposite Party No. 3.



With regard to Prayer (h):

This prayer is related to the charging of coupon charges @ 30 per month from the residents recharging online. **This Forum has gone through the relevant section of the Tariff order and is of the view that the Opposite Party No. 1**

Shameek

Vijay

Page 11 of 14

Amr

& 2 should charge Rs. 10 as the token charges for code generation of the prepaid meters.

With regard to Prayer (i):

The Complainants have stated regarding charging of Rs. 29500/- as load enhancement charges from its residents. This issue can only be decided after going through the Builder Buyer agreement which was entered at the time of allotment of the dwelling units wherein Opposite Party No. 1 & 2 have already received Infra-structure Development Charges & External Development Charges at the time of allotment. But this Forum will not go in to the details of Builder-Buyer Agreement as the Forum is limited to the provision of Electricity Act, 2003, Supply Code, 2005, Cost Data Book and Tariff orders issued from time to time. **Thus, this Forum henceforth opines that the Opposite Party No. 1 & 2 can only charge the Complainants the load enhancement charges as per the provisions of the Cost Data Book read with U.P. Electricity Supply Code, 2005.**

With regard to Prayer (k & n):

The prayer regarding pasting of monthly electricity bills raised by the Opposite Party No. 3 is allowed. **The Opposite Party No. 1 & 2 are further directed to paste each month's electricity bill on the notice board of the society, so that the residents are aware of the timely payment of the bills paid by the them towards electricity charges.**

With regard to Prayer (l):

In this prayer the Complainants have raised the question regarding checking of pre-paid meter installed by the Opposite Party No. 1 & 2 for supply to flat owners. The complainants have not submitted any evidence regarding defect in the meters. Neither they have filed any testing report nor any data to support their contentions. **This Forum is of view that if Complainants have any doubt regarding the genuineness of the meter, they can apply for meter testing as per the provision enumerated in the Supply Code, 2005. The Opposite Party No. 3 will guide the Complainants regarding the testing procedure in case of any difficulty.**



With regard prayer (p)

The Complainants in this prayer have alleged that Opposite Parties 1 to 3 have purposefully delayed the conversion to Multiple Point Connection. This Forum has after careful analysis of various annexures filed by the opposite party no. 3 regarding the conversion of Single Point Connection to Multi Point Connection has observed that the Opposite Party no.3 has taken all the necessary steps to execute the conversion process. Despite repeated reminders sent by the opposite party no. 3 the opposite party no. 1 has failed to provide the requisite information. This Forum has also seen the order attached by the Opposite Party No. 3 and noted the fact that few Residents of the Society (Mohd. Taufek & Ors. versus State of UP & Ors.) filed a writ petition bearing No. W.P. (C) No. 9432 of 2023 wherein the Hon'ble High Court vide order dated 24.03.2023 directed the Respondents not to take any coercive action against the Petitioners (Residents of Society). This forum has perused the Clause 3.10 (b) of UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 which is as under:

"The Forum shall not entertain a complaint if it pertains to the same subject matter for which any proceedings before any competent court, authority or any other forum is pending or a decree, award or a final order has already been passed by any competent court, authority or forum"

In light of the aforementioned regulation, this Forum restrains itself to pass any order as the matter is sub-judice before the Hon'ble Allahabad High Court.

Further, this Forum is of the view that the Hon'ble Commission, in order to permanently resolve these issues, have issued 13th Amendment to the U.P. Electricity Supply Code, 2005 for conversion from Single Point Connection to Multi-Point Connections. The Hon'ble Commission vide its recent order has directed Opposite Party No. 3 to obtain a fresh consent from the Residents of such Single Point societies. In view of above Opposite Party No. 3 is directed to conduct a fresh survey in the Society and take steps for conversion.

Therefore, in the light of the above observations, the Complaint is disposed of.



The Application is disposed of as above.

No order as to the cost. Both the parties should be informed accordingly.
Proceedings closed.

Jitender

Jitender Kumar Dhamat
(Chairman)

अध्यक्ष

उपनिष्ठा व्यथा निवारण फोरम
शहरी स्तर, ग्रेटर नोएडा

Veenita

Veenita Marathia
(Independent Member)

Mulendra

Mulendra Kumar Sharma
(First Nominated Member)

Satya

Satya Prakash Sharma
(Second Nominated Member)

Date: 31.05.2024

