

BEFORE THE ELECTRICITY OMBUDSMAN
(For the State of Goa and Union Territories)
Under Section 42 (6) of the Electricity Act, 2003
3rd Floor, Plot No. 55-56, Udyog Vihar - Phase IV, Sector 18,
Gurugram (Haryana) 122015,
Phone No.:0124-4684708, Email ID: ombudsman.jercuts@gov.in

Appeal No.161 of 2022

Date of Video Conferencing: 28.04.2022

Date of Order: 29.04.2022

Tmt. V. Djealatchoumy
Puducherry

.... Appellant

Versus

The Superintending Engineer,
Electricity Department,
Puducherry and others

.... Respondents

Parties present:

Appellant(s)

1. Tmt. V. Djealatchoumy

Respondent(s)

1. Shri G. Kaniyamuthan
Executive Engineer



Date of Order: 29.04.2022

The Appellant has preferred an Appeal against CGRF- Puducherry order in C.C.NO:130/2021 dated-04.02.2022. The Appeal was admitted on 23.03.2022 as Appeal No.161 of 2022. Copy of the same as received was forwarded to the respondents with a direction to submit their remarks/ counter reply on each of the points. A copy of counter reply was supplied to the Appellant with a request to file the rejoinder.

Settlement by Mutual Agreement

Both the parties appeared before the Electricity Ombudsman through Video Conferencing as scheduled on 28.04.2022 and were heard. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no settlement mutually agreeable could be reached. The hearing therefore, continued to provide reasonable opportunity to both the parties to put forth their pleadings on the matter.

(A) Submissions by the Appellant:

Appellant submitted the brief facts as under: -

1. I bear the policy 01-05-04-0347/A2 of the Electricity consumer. I became a consumer of Electricity after submitting my documents like Revenue patta, Title Deed, Municipal tax, water tax, Encumbrance certificate including all documents submitted to the electricity department, Puducherry.
2. I have all the rights of using Electricity supplied by the Department. The Joint Electricity Regulating Commission is regulating the supply of Electricity in UT of Puducherry under the guidelines of Supply code 2018(JERC)
3. As a consumer I applied for disconnection in the annexure XV electricity supply code regulation 2018 section 9.8 the licensee has requested to produce relating documents like encumbrance certificate, tenant agreement with ilambarathi and the outcome of the Revenue Department. I submitted all the requirements. The licensee has not taken any proceedings on my documents. Hence I filed my grievances to CGRF on 20/12/2021, the CGRF accepted my petition.
4. The CGRF also has not taken any action for 35 days from the date of applying on 24/01/2022 CGRF gave me a notice enclosed with a reply from the Executive Engineer the day before the hearing (25/01/2022). The Department had said to send the scrutinized opinion of Law Officer regarding my case to me. I received a copy from CGRF, Puducherry only.
5. The licensee has not given sufficient time to go through the reply of the Executive Engineer, Moreover, the JERC was ready to listen my grievances they a lot me two minutes only for explaining my grievances. I pray your attention that the CGRF has given me a side prominent in favour of Electricity department.



6. In the beginning the licensee has said to disconnect the power supply after the tenant vacate the premises. Accordingly Thiru. Ilambarathi (tenant) agreed to vacate the premises and he also not objected the disconnection. I only have the legal agreement with ilambarathi, this also confirmed to the electricity by giving legal tenant agreement. Further Mr. Arulmozhi stay with Mr. Ilambarathi in the said premises without my knowledge I did not have any legal agreement with Arulmozhi. Even after Mr. Ilambarathi ready to vacate the house but Arulmozhi refused to vacate the house. The occupier Mr. Arulmozhi did not submit any lease/ tenant agreement including any other legal documents submitted to the electricity for objecting my disconnecting service
7. As per JERC Regulation act 2(22) as a consumer I have all the rights of using my electric power like change of tariff, enchantment of load and name transfer but the said occupier identify by the electricity department may not have those rights of using the electrical power. The CGRF has said that the supplying of Electricity is under protection of life and personal liberty of article 21 of Indian constitution. The article 21 of Indian constitution insists that to make the Provision to the people for enshrine their life, where it is necessary. But in my case it is between and the unlawful occupier. In similar context, in the Krishna Ram mahale (dead) by his. Vs Ms. Dhoba Venkat Rao on August 09, 1989 in the Hon'ble High Court on Bombay and Dopan Sukkado sable and Ors. Vs Assistant Commissioner &Ors on 25 January, 2004 in the Hon'ble Srirampor Judgment dated 23/01/2004 stated that "Judicial proceedings cannot used to protect on to perpetuate a wrongly committed by a person who approaches the court. The said occupier Mr. Arulmozhi is an unlawful person enjoying my electric power hence the CGRF do not allowed him to use my power.
8. As per the supply code of 2018 for disconnection of electricity may not require field report but in this case JE Electricity voluntarily inspects, it against the JERC rule for disconnection. As per the observation of CGRF the definition of consumer as given in supply code 2018 is: the consumer means any person who is supplied with electricity for his/her own use by a licensee.. From this CGRF established that I neither in the possession of the premises nor enjoying the power supplied by the licensee as such I cannot claim the status of consumer and cannot submit application under section 9.8 of supply code by exercising power of the consumer. As per the Electricity (Right of consumer) Rule 2020, the monthly consumer having full right for getting connection and disconnection. The monthly electricity bill is issuing in my name only which authorized by the electricity department, now the CGRF has mentioned that I cannot claim the status of consumer since I am not using the electricity power in the said premises. It makes me mental agony.
9. The CGRF in observation para no.2 has sad that I applied disconnection for vacating the occupier, as per my knowledge I know that the CGRF having no rights for vacating the occupier from the property it's the duty of revenue department who having the right for civil matters.



10. In view of all aforesaid cases one between the owner and Tennant with the proper legal supporting documents proceedings by High court/ Supreme Court not in the consumer court. Wherein in my cases the said occupier Mr. Arulmozhi having no legal supporting document for enjoying my Electricity connection. The CGRF voluntarily attend this said case on behalf of at the side Mr. Arulmozhi. Even Mr. Arulmozhi not claiming any right lawfully to me for enjoying the possession. The occupier not producing any legal document and also he did not filling any cases in civil court for objecting the disconnection. The Licensee without receiving any proper judgment/injection from the occupier Mr. Arulmozhi the licensee voluntarily submitting the affidavit on behalf of Mr. Arulmozhi in absence of his accordance.
11. Hence, I kindly pray to Electricity Ombudsman to consider my appeal over CGRF and give Law full justice.

(B) Submissions by the Respondents:

1. That the deponent Shri G. Kaniyamuthan is working as Executive Engineer and is authorized by Electricity Department, Puducherry being Deemed Licensee to file this reply and represent on behalf of Electricity Department, Puducherry in this case.
2. That para-wise counter reply is as under:

Para 1-2: Statements about the Electricity policy.

Para 3:

- I. I humbly submit that the appellant has applied for cancellation of the service connection in her name Tmt. V Djealatchoumy, bearing policy No. 01-05-04-0347/A2 existing at Door No. 29, Desamuthumariamman Koil street, Nethaji Nagar – II, Uppalam, Puducherry vide Lr. No. Can-TSC-54, dt 17-08-2021. The Assistant Executive Engineer – Town I had replied vide Lr. No. 374/ED/AEE/TI-U4/F.7/2021-22 dt. 19-08-2021 that the premises was found occupied by some persons and up-to-date CC charges were paid. The appellant was informed that the occupants may be cleared and approach the office for further process.
- II. I humbly submit that it has been reported by the Assistant Executive Engineer – Town I that an objection was received for disconnection of service with some documentary evidence and residence proof from Thiru V. Arul Mozhi Veerappan on 25-08-2021 who was residing in the said premises.
- III. The appellant had addressed the Executive Engineer – Urban vide letter dated 01-09-2021 to take action to disconnect the service. Upon enquiry from the field and since the premises was occupied with usage of Electricity, the opinion of the Law Officer of the Department was sought as to whether the Department can proceed to disconnect the



service when someone is residing inside the house vide ID. No. 3343/ED/EE-UR/JE/F-30A/21-22, dt. 13-09-2021.

IV. To offer opinion on the matter, the Law Officer has requested vide ID. No. 54/ED/SE-cum-HoD/OSD/LO/2021, dated. 16-09-2021 to furnish additional details such as:

- copy of the Lease deed executed and stated to be expired between Tmt. V Djealatchoumy and Thiru V. Ilambarathi,
- Copy of the outcome of the request letter submitted by Thiru S. Veerappan Vijayaraj in 2016 to cancel the settlement deed to the Tahsildar, Taluk Office
- Copy of the outcome of the petition given by Tmt. V Djealatchoumy to the Collector, Puducherry
- Copy of the encumbrance certificate, etc.

V. I humbly submit that the details have been obtained from the field vide ID No. 540/AEE/TI/F.7, dt. 22-10-2021 and furnished to the Law officer on 22-10-2021 for offering opinion on the matter

VI. I humbly submit that in the mean time Tmt. V Djealatchoumy had approached the CGRF on 20-12-2021 with the complaint that the service was not disconnected.

Para 4: I humbly submit that reply from the Law Officer has been received vide ID. No. 72/ED/SE-cum-HoD/OSD/LO/2022, dt. 04-01-2022.

i. The Law Officer of the Department has observed that as per Chapter 2 vide clause 2.3(4) of JERC Regulations 2018, "Applicant" means an owner or occupier of any land /premises who files an application form with a Licensee for supply of electricity, increase or reduction in sanctioned load/contract demand, change in title, disconnection or restoration of supply or termination of agreement or any other services as specified in this Supply Code 2018 as the case may be, in accordance with the provisions of the Act and the Code, Rules and Regulations made thereunder or other services;"

ii. And "Consumer" as per chapter 2 vide clause 2.3(20) means any person who is supplied with electricity for his/her own use by a Licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity

iii. And "Occupier" as per chapter 2 vide clause 2.3(52) means the owner or person in occupation of the premises where energy is used or proposed to be used



- iv. And "User" as per chapter 2 vide clause 2.3(72) means person having electrical interface with, or using the distribution system of the Distribution Licensee to whom the Supply Code 2018 is applicable.
- v. Citing the above, the Law Officer of the Department has opined that since Thiru Arulmozhi Veerappan along with three of his family members are the persons really enjoying the electricity supplied by the Department, they may be treated as "Consumer" / "User". The contention of Tmt. V. Djealatchoumy that it is the dispute over occupancy between Tmt. V. Djealatchoumy and Thiru Arulmozhi Veerappan as "not relating to Electricity Department" is unsustainable.
- vi. He further added that nevertheless Tmt. V. Djealatchoumy has sought disconnection of power supply as an owner, the significance of actual enjoyer, Thiru Arulmozhi Veerappan of electricity supplied by the Distribution Licensee has to be considered since the Hon'ble Apex Court as well as various Hon'ble High Courts have held that Electricity is a basic amenity to human life and comes under Article 21 enshrining Right to Live of Constitution of India.

The Law Officer concluded that the status quo may be maintained for the existing domestic service connection bearing Policy Code No. 01-05-04-0347/A2 existing at Door No. 29, Desamuthumariamman Koil Street, Nethaji Nagar – II, Uppalam, Puducherry until the disposal of the petition challenging the tenancy before the Revenue Department, Puducherry.

A reply in this regard was sent to the Appellant vide Lr. No. 3343/ED/EE-UR/JE/F.30-A/2021-22, dt. 10-01-2022. The CGRF was also appraised of the opinion of the Law Department

Para 5: I humbly submit that it is not true that there wasn't enough time to go through the reply of the Executive Engineer – Urban as the letter was dispatched well before the final hearing (25-01-2022) of the CGRF ie., on 10-01-2022 itself.

Para 6: I humbly submit that no documents were submitted for the lease agreement with the present occupier namely Arulmozhi Veerappan. But Thiru Arulmozhi Veerappan while expressing objection to disconnect the service has enclosed copy of the occupancy proof by enclosing Aadhar Card and Ration card in the same address ie., Door No. 29, Desamuthumariamman Koil street, Nethaji Nagar – II, Uppalam, Puducherry. As per the opinion of the Law Officer and as ordered by the CGRF supply was not disconnected to the occupier.



Para 7: Not going into the details of the referred court case, it is up to the concerned body to decide whether Thiru Arulmozhi Veerappan is a lawful occupant or unlawful occupant. Until such time the appellant obtains an order of the Competent Authority to evict the occupier, Thiru Arulmozhi Veerappan or if the occupier violates the codal provisions that warrants disconnection of service the department would proceed accordingly.

Para 8 : The appellant contests the fact established by the CGRF that she is neither in the possession of the premises nor enjoying the power supplied by the licensee and as such the appellant cannot claim the status of the consumer. Here, this Department clearly states that the said service is in the name of Tmt. V Djealachuomy, bearing policy No. 01-05-04-0347/A2 existing at Door No. 29, Desamuthumariamman Koil street, Nethaji Nagar – II, Uppalam, Puducherry. But the question is the disconnection of service when someone is residing in the premises. The CGRF has rightly ordered that the stand of the Department in not disconnecting the service when someone is residing is correct.

Para 9: I humbly submit that it is inferred from the order that the CGRF has not mentioned anywhere for vacation of the premises but clearly observed that the appellant is utilizing the electricity service connection as a tool to vacate the occupant which is a civil dispute between brother and sister.

Para 10: Thiru V. Arul Mozhi Veerappan has expressed his objection on 25-08-2021 itself with proof of occupancy. This Department submits affidavit on behalf of the Department only and not for any individual. This Department defends its stand on having not disconnected a service connection when the premise is occupied by someone. Further this department does not have any objection for disconnection of service if ordered by the competent authority or when there is no occupancy.

I humbly submit that the respondent reserves the right to file additional counter affidavit if necessary

(C) Ld.CGRF- Puducherry's order dated-04.02.2022 in C.C.NO:130/2021 preferred for appeal:

Ld. CGRF-Puducherry has passed the following order: -

ORDER

“In view of the above observations, the complaint is not allowed.

The Complainant is at liberty to prefer an appeal against this Order before the Ombudsman, Joint Electricity Regulatory Commission for the state of Goa and Union Territories within 30 days.”

(D) Deliberations during Video hearing on 28.04.2022:



Appellant's Submission:

- a. Tmt. V. Djealatchoumy- Appellant reiterated her version as submitted in the Appeal.
- b. On being asked as to when the connection was released she informed that it was released more than 10 years ago in the name of her father and being legal heir, she got it transferred in her name in the year 2020.
- c. She further submitted that she has a rent deed with Mr. Ilambarathi which has been cancelled in December, 2021. She has no concern with Mr. V. Arulmozhi Veerappan , who is unauthorized/trespasser person and Electricity Department is allowing him to enjoy the electricity in her name and is not disconnecting for the last more than 6 months.
- d. She was asked as to which para of the judgments supplied by her, support her case but she could not highlight the same.
- e. She further submitted that CGRF has erroneously rejected her case being not a consumer where as she is still holding a legal agreement with Electricity Department for the electricity connection in question.

Respondent's Submission:

- a. Sh. G. Kaniyamuthan, -Executive Engineer, reiterated his version as submitted in reply to the appeal.
- b. He informed that the Electricity Department has no issue as regards the ownership of electricity connection in the name of Appellant.
- c. He further informed that on site checking it was found that someone is residing there and accordingly Law Officer of the Electricity Department advised not to disconnect the connection and CGRF has also held the same view.
- d. On being asked if the said alleged occupier has ever applied for the Electricity Connection in his name, he replied that no electricity connection was ever applied by any one claiming to be occupier in the premises.

(E) Findings & Analysis: -

1. I have perused the documents on record, CGRF orders and pleadings of the parties.
2. The documents submitted by the parties have been believed to be true and if any party submitted a fake/forged document, then they are liable to be prosecuted under relevant Indian Penal Code/Rules/Regulations.



3. The issues which have arisen for considerations in the present Appeal are as under: -
- i. Whether the Appellant is entitled to relief for disconnection of her Electricity Connection, and compensation of Rs. 1, 00,000/- as prayed for?
 - ii. Whether the CGRF order dated-04.02.2022 is sustainable in the eyes of law?
4. (a) Regarding issue no 3(i) as above, as to whether the Appellant is entitled to relief for disconnection of her Electricity Connection and compensation of Rs. 1, 00,000/- as prayed for?

(b) Following provisions have been provided in the Supply Code Regulations- 2018, notified by the Hon'ble Commission w.e.f-26.11.2018 as amended from time to time :-

(I) Execution of Agreement

"5.119 The Licensee may require the applicant to execute an Agreement for obtaining new connection, for change of name, and for enhancement or reduction of sanctioned load before commencement of supply

5.120 The Agreement form shall be supplied by the Licensee along with application form and shall also be available on the Licensee's website for download

The Agreement shall include the following:

- (1) Name and address of the consumer/applicant;
- (2) Address of the premises for which electricity supply has been requisitioned and for which the agreement is being executed;
- (3) Sanctioned load/ contract demand;
- (4) Purpose of usage of electricity;
- (5) Declaration by the applicant/consumer:
 - a) To abide by provisions of Act and this Supply Code, 2018;
 - b) To pay for the supply of electricity based on the prevailing tariff rates;
 - c) To pay for all other charges payable in accordance with this Supply Code, 2018 and the Schedule of Miscellaneous Charges of the Licensee approved by the Commission from time to time;
 - d) To deposit such security money as the Licensee may be entitled to recover from him under the Act and this Supply Code, 2018;

5.121 If there is no separate written Agreement between the Distribution Licensee and the consumer, after the supply of electricity has commenced, the consumer shall be deemed to be bound by terms and conditions of the Supply Code, 2018. The consumer shall not refuse to tender an Agreement if so required by the Distribution Licensee within thirty days of commencement of the supply. Upon failure of the consumer to sign the Agreement, it shall be open to the Distribution Licensee after giving due notice and opportunity of representation to disconnect the supply to such Premises. However, the Distribution Licensee shall restore the



supply immediately upon execution of the Agreement by such consumer.

5.122 If any Consumer terminates his Agreement within six months from original energization for LT connections, after one year for HT consumers and 2 year for EHT connections of the commencement of new or additional supply (or where no formal Agreement is tendered, if the supply is not utilized for the above period, which would have been applicable if an Agreement has been tendered), the consumer shall be liable to pay the Fixed/Minimum charges for each month short of the said period.

5.123 A copy of the Agreement executed shall be given to the consumer/applicant.”

(II) “Disconnection and Reconnection”

9.1 The supply may be disconnected temporarily or on a permanent basis as per the procedure described below. The Licensee shall remove service line, meter, etc., after permanent disconnection. However, the Licensee may not remove service line, meter, etc., in case of temporary disconnection.

9.2 The charges for connection, reconnection and disconnection shall be in accordance with the schedule of Charges approved by the Commission.

Temporary Disconnection

9.3 The supply may be disconnected temporarily in following cases:

- (1)
- (2)
- (3)
- (4)
- (5)

9.4

9.5

Permanent Disconnection

9.6 The supply shall be disconnected permanently in following cases:

- (1) On the termination of the Agreement;
- (2) If the cause for which the supply was temporarily disconnected is not removed within the notice period:

Provided that if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the Agreement shall be deemed to be terminated on the expiry of 15 days or after expiry of the initial period of agreement, whichever is later without prejudice to the rights of the Licensee or of the consumer under the Act for recovery of any amount due under the Agreement.

Disconnection on Consumer's Request

9.7 *In case a consumer desires his meter to be permanently disconnected, the consumer shall apply for the same in the format prescribed in Annexure XV to this Supply Code, 2018. The Licensee shall give a written acknowledgment of receipt of such request, on the spot.*

9.8 *The Licensee shall carry out a special reading and prepare a final bill including all arrears up to the date of such billing within 5 days from receipt of the request. Upon payment, the Licensee shall issue a receipt with 'Final Bill' stamped on it. This receipt shall be treated as a No Dues Certificate.*

The disconnection shall be done immediately after payment of the final bill. The balance amount due to any consumption between the final reading and the permanent disconnection, if any, may be adjusted against the security amount with the distribution licensee. The remaining security deposit shall be refunded to the consumer within seven days.

Provided that whenever an agreement is terminated on notice given by the consumer, the Licensee shall give a written intimation within 2 working days after termination in the format given in Annexure XVI to this Supply Code, 2018, failing which such intimation shall be deemed to have been given to the consumer.

9.9 *In case of consumers who were sanctioned contract demand in a phased manner and supply was released for initial or intermediary phased demands, the consumer may seek deferment or cancellation of such of the phased demands, which are scheduled beyond minimum period of Agreement, by giving 3 months' notice in advance or in lieu thereof pay 3 months' charges towards such deferment or cancellation of such phased demands.*

9.10 *HT/EHT consumers opting for disconnection shall also bear the estimated expenditure on removal of the apparatus and service line. The Licensee shall issue a demand note to the consumer in writing, under acknowledgment, within 10 working days of receipt of request."*

(III) Hon'ble Supreme Court in Paschimanchal Vidyut Vitran vs M/s DVS Steels & Alloys Pvt. Ltd has observed as under and relevant part is reproduced below:-

"8. The appellant submitted that if a consumer disposed of its premises, or any portion thereof, without clearing the dues in regard to the electricity supplied to its premises, any transferee seeking fresh electricity connection or supply of electricity to the premises, will have to clear the electricity dues of the previous occupant. The appellant referred to sub-clauses (g) and (h) of clause 4.3 of the Electricity Supply Code, which is extracted below:



"(g) Where the property has been legally sub-divided, the outstanding dues for the consumption of energy on such premises, if any, shall be divided on pro-rata basis.

(h)) A new connection to such sub-divided premises shall be given only after the share of outstanding dues attributed to such sub-divided premises, is duly paid by the applicant. Licensee shall not refuse connection to an applicant only on the ground that, dues on the other portion(s) of such premises have not been paid, nor shall the licensee demand record of last paid bills of other portion(s) from such applicants." The appellant submitted that similar provisions existed in the relevant regulations of the Board even before the said Code came into force.

9. The supply of electricity by a distributor to a consumer is 'sale of goods'. The distributor as the supplier, and the owner/ occupier of a premises with whom it enters into a contract for supply of electricity are the parties to the contract. A transferee of the premises or a subsequent occupant of a premises with whom the supplier has no privity of contract cannot obviously be asked to pay the dues of his predecessor in title or possession, as the amount payable towards supply of electricity does not constitute a 'charge' on the premises. A purchaser of a premises, cannot be foisted with the electricity dues of any previous occupant, merely because he happens to be the current owner of the premises. The supplier can therefore neither file a suit nor initiate revenue recovery proceedings against a purchaser of a premises for the outstanding electricity dues of the vendor of the premises, in the absence of any contract to the contrary.

10. But the above legal position is not of any practical help to a purchaser of a premises. When the purchaser of a premises approaches the distributor seeking a fresh electricity connection to its premises for supply of electricity, the distributor can stipulate the terms subject to which it would supply electricity. It can stipulate as one of the conditions for supply, that the arrears due in regard to the supply of electricity made to the premises when it was in the occupation of the previous owner/occupant, should be cleared before the electricity supply is restored to the premises or a fresh connection is provided to the premises. If any statutory rules govern the conditions relating to sanction of a connection or supply of electricity, the distributor can insist upon fulfillment of the requirements of such rules and regulations. If the rules are silent, it can stipulate such terms and conditions as it deems fit and proper, to regulate its transactions and dealings. So long as such rules and regulations or the terms and conditions are not arbitrary and unreasonable, courts will not interfere with them.

11. A stipulation by the distributor that the dues in regard to the electricity supplied to the premises should be cleared before electricity supply is restored or a new connection is given to a premise, cannot be termed as unreasonable or arbitrary. In the absence of such a stipulation, an unscrupulous consumer may commit defaults with impunity, and when the electricity supply is disconnected for non-payment, may sell away the property



and move on to another property, thereby making it difficult, if not impossible for the distributor to recover the dues. Having regard to the very large number of consumers of electricity and the frequent moving or translocating of industrial, commercial and residential establishments, provisions similar to clause 4.3(g) and (h) of Electricity Supply Code are necessary to safeguard the interests of the distributor. We do not find anything unreasonable in a provision enabling the distributor/supplier, to disconnect electricity supply if dues are not paid, or where the electricity supply has already been disconnected for non-payment, insist upon clearance of arrears before a fresh electricity connection is given to the premises. It is obviously the duty of the purchasers/occupants of premises to satisfy themselves that there are no electricity dues before purchasing/occupying a premises. They can also incorporate in the deed of sale or lease, appropriate clauses making the vendor/lessor responsible for clearing the electricity dues up to the date of sale/lease and for indemnity in the event they are made liable. Be that as it may.

(IV) A perusal of the above Regulations/Judgements made it clear that every consumer has to enter an Agreement with the Electricity Department before release of a connection. The Agreement can be terminated at the request of a consumer but not before the initial period prescribed by the Regulations. In the present case the connection was transferred in the name of Appellant in 2020 being legal heir and therefore the initial period expires six months thereafter. It was not contested by Electricity Department that initial period has not expired. Therefore, the Appellant is entitled to get her connection terminated as per said Regulations.

As upheld by Hon'ble Apex Court *the Electricity Department as the supplier, and the owner/ occupier of a premises with whom it enters into a contract for supply of electricity are the parties to the contract.* Any other person has no locus stand in this contract. If any consumer who enters into a contract with the Electricity Department applies for termination of contract as per Regulations, then Electricity Department is obliged to terminate the contract. No if and but was necessary but unfortunately Respondents did not adhere to their obligations in terminating the contract on the objection of an alleged trespasser/occupier who has no legal right to operate the Agreement/contract.

In view of above submissions, in my considered view the Appellant is entitled to relief for disconnection of her Electricity Connection as per her request to the Electricity Department.

Since there is no provision for compensation in the Standard of Performance Regulations-2015 notified by the Hon'ble Joint Electricity Regulatory Commission, for disconnection on consumer request, the plea of the Appellant for compensation of Rs.1,00,000/- is not allowed.



5. Regarding issue no 3(ii) as above, as to whether the CGRF order dated-04.02.2022 is sustainable in the eyes of law?

As examined above there is no Regulation which prohibits the termination of an Agreement after the initial period. Ld. CGRF has grossly erred in coming to the conclusion that since the Appellant is not residing in the premises where she has applied for disconnection, therefore she is not a consumer. The legal Agreement has been totally overlooked. The whole case has been dealt on rights of the alleged trespasser/occupier who is neither a party to the Agreement nor has ever applied for an Electricity Connection to the Respondents. It has been observed by Ld. CGRF that significance of actual enjoyer Thiru Arulmozhi Veerappan, of electricity supplied by the Distribution Licensee has to be considered since the Hon'ble Apex Court as well as various Hon'ble High Court has held that Electricity is basic amenity to human life and comes under Article 21 enshrining "Right to Live" of Constitution of India.

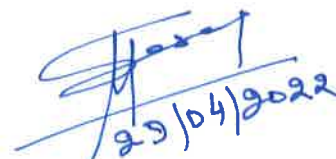
It is true that in Universal Declaration of Human Rights and Convention, Constitution of India and various judgments of Hon'ble Apex Court as well as various Hon'ble High Court enshrined that Right to live implies right to food, Electricity, water, decent environment, education, medical care, and shelter. When the so-called trespasser/occupier is arranging all his other basic needs, he is supposed to arrange electricity at his level and the Appellant is under no obligation to provide him electricity on her name/expenses. As per letter dated-25.08.2021 of Thiru Arulmozhi Veerappan, he is residing there since 1965. Therefore, he should have arranged for electricity in his name in all these years. Electricity Act-2003 empowers an occupier to apply and use electricity. The Appellant cannot be burdened with the duty of providing electricity to a person with whom she has no legal concern. The alleged trespasser/occupier could also have approached the Competent Court for grant of electricity connection, if refused by the Electricity Department. Hence, I find that the order of Ld. CGRF is beyond its jurisdiction and is not as per Regulations notified by the Hon'ble Joint Electricity Regulatory Commission under the provisions of Electricity Act-2003 and accordingly required to be quashed.

(F) DECISION

- (i) For the reasons discussed above, the appeal of the Appellant is allowed without any cost.
- (ii) The order No- in C.C.NO:130/2021 dated-04.02.2022, passed by the Learned CGRF-Puducherry is set aside.
- (iii) Respondents/Electricity Department should take necessary action on the request dated 17.08.2021 and subsequent representations of the Appellant for termination of Agreement/Disconnection of connection within the timelines specified in the



- Electricity Supply Code Regulations, from the date of issuance of this order by e-mail.
- (iv) Ld. CGRF-Puducherry is directed that in future the e-mail address of Electricity Ombudsman be also mentioned in the Final Orders for the convenience of consumers to file the Appeal through e-mail also.
- (v) Non-compliance of the orders of the Electricity Ombudsman by the Electricity Department/Licensee shall be deemed to be a violation of Regulations and shall be liable for appropriate action by the Commission under the provisions of the Electricity Act, 2003.
- (vi) In case, the Appellant or the Respondents are not satisfied with the above decision, they are at liberty to seek appropriate remedy against this order from the appropriate bodies in accordance with Regulation 37(7) of the Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2019.
- (vii) The Electricity Department/Licensee should submit a compliance report to the office of Electricity Ombudsman on the action taken in this regard within **30 days** from the issuance of this order by email.
- (viii) The appeal is disposed of accordingly.



(M. P. Singh. Wasal)
Electricity Ombudsman
For Goa & UTs (except Delhi)

Dated: 29-04-2022
Gurugram (Haryana)