

## **DELHI ELECTRICITY REGULATORY COMMISSION**

Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi- 110017.

### **Petition No. 21/2007**

**In the matter of:** Complaint under Section 142 of the Electricity Act, 2003  
for violation of the DERC Regulations & Tariff.

**And**

**In the matter of:**

Mr. K P Verma, President  
Sunny Valley Co-operative  
Group Housing Society Ltd.,  
Plot No. 27, Sec. 12,  
Dwarka,  
New Delhi.

.....**Complainant**

Through : Sh. B.C. Pandey, Advocate  
E-55/1, Krishna Park, Devli Road,  
Khanpur, New Delhi-110062.

### **VERSUS**

BSES Rajdhani Power Limited  
Through its : **CEO**  
BSES Bhawan,  
Nehru Place,  
Delhi-110019.

.....**Respondent**

**Coram:**

**Sh. Berjinder Singh, Chairman & Sh. K. Venugopal, Member.**

Appearance:

1. Sh. B.C. Pandey, Advocate on behalf of the petitioner.
2. Sh. A.C. Gujral, AVP, BRPL
3. Sh. A. Supakar, Manager, BRPL
4. Sh. Sohan Lal, Advocate for BRPL
5. Sh. Yogesh Mehra, Advocate for BRPL
6. Col. S.K. Singh, BRPL.

### **ORDER**

(Date of Order: 06.08.2008)

Parties present.

2. The Complainant is a Group Housing Society at Dwarka and filed the complaint concerning electricity connection No. 2260/9210/0203 installed on 21.1.2006 with sanctioned load of 884 kW for domestic purpose. As per the Complainant, the Respondent Licensee started raising demand on MLHT Tariff by

invoking the Tariff provisions clause 6.2(2.2) for FY 2006-07, whereas the electricity connection category is domestic. The Respondent Licensee was, thus, not entitled to levy demand charges for non-domestic use. On the other hand, the Respondent in its reply submitted that it has rightly invoked the tariff provisions clause 6.2(2.2) for year 2006-07 as in terms of the said schedule, the case of the complainant fell under the said category i.e. 6.2(2.2) Mix Load High Tension (MLHT). The Respondent further submitted that in terms of clause 15(a) of the agreement executed between the Respondent Licensee and the Complainant's representative, the complainant was liable to pay in accordance with the rates schedule of MLHT. A copy of the agreement is also annexed in support of its stand. Clause 6.2(2.2) and 6.2(1.2) of the Tariff Schedule for FY 2006-07 are reproduced below :-

6.2(2.2)	Mixed Load (High Tension) MLHT a) Supply on 11 kV. b) Supply on LT (400 Volts)	Available to consumers having load (other than industrial load) above 100 kW for lighting, fan heating/cooling and power appliances in Domestic/Non Domestic establishments including pumping loads of Delhi Jal Board/DDA/MCD and supply to Delhi Metro Rail Corporation (DMRC) Ltd. for their on going construction projects etc. Supply at extra high voltage (22kV and more) may also be given.	AC 50 Hz, 3 phase, 11kV AC 50 Hz, 3 phase, 400 Volts.
6.2(1.2)	Domestic Lighting/Fan and Power on 11 kV single delivery point.	Same as 1.1(i) and for CGHS flats and loads above 100 kW in case of individual.	AC 50 Hz, three phase, 11kV on single delivery point

Further clause 15(a) of the agreement executed between the Respondent Licensee and the Complainant's Representative is reproduced below :

*"Payment for Supply:*

*The consumer shall pay each month to the Company for electrical energy supplied during the preceding month such amount as shall be calculated and ascertained in accordance with the Rate schedule MLHT attached hereto. The rates contained in the schedule are those in force at the time of executing this agreement. The consumer shall be eligible for whatever reduction or rebate as may be granted on the rates as may from time to time be levied or made by the Company. Any other method of charging decided by the Company shall also be applicable."*

3. The issue which emerges is **whether the Respondent is entitled to charge the MLHT tariff in HT category in terms of clause 6.2(2.2) of the Tariff Schedule for the year 2006-07 in the present case or otherwise.**

4. Sh. A.C. Gujral, Representative of the Respondent, submitted that the bill has been rightly raised in terms of the agreement executed between the parties. He submitted that the above connection attracts the MLHT tariff in HT which is available to consumers having load (other than industrial load) above 100 kW for lighting, fan, heating/cooling and power appliances in Domestic/Non –Domestic establishments as mentioned in clause 6.2(2.2) of the tariff schedule for the year 2006-07.

5. Sh. B.C. Pandey, Counsel for the Complainant, submitted that the tariff provisions in clause 6.2(2.2) are not applicable in the case of the Group Housing Societies and that they are covered under the domestic category.

6. An officer of the Commission visited the Petitioner's Group Housing Society on 31.7.2008 and did not observe any commercial activity taking place in the referred premises.

7. After hearing the arguments on both sides, it is observed that in clause 6.2(2.2) the words domestic/non domestic have been included, but in the instant case, connection is being solely used for domestic purpose in the said Society. That being so, the provisions of clause 6.2(2.2) of the Tariff Schedule do not get attracted. Moreover, by executing the agreement, the provisions of the Tariff Schedule cannot be superseded and thus, in the present case clause 6.2(1.2) of the Tariff Schedule would be applicable. The Respondent Licensee is, therefore, not entitled to raise demand in terms of clause 6.2(2.2) as the electricity connection provided in the CGHS Society, named above, was for domestic use only. Accordingly, the Respondent Licensee is directed to revise the bill and raise the demand in terms of clause 6.2(1.2) of the Tariff Schedule for FY 2006-07 and also adjust the excess amount if any, in the subsequent bills. The Respondent Licensee is directed to comply with this order within four week from the date of receipt of the Order.

8. Ordered accordingly,

Sd/-  
(K.Venugopal)  
Member

Sd/-  
(Berjinder Singh)  
Chairman