

Delhi Electricity Regulatory Commission
Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi – 17

CG-175/05/2006

Sh. Satish Kumar
41, GF, Kanti Nagar,
Delhi-110051.

.....**Complainant**

VERSUS

BSES Yamuna Power Ltd.
Through its : **CEO**
Shakti Kiran Building,
Karkardooma,
Delhi-110092.

.....**Respondent**

Coram :

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

Appearance :

1. Sh. P.C. Jain, AGM, BYPL
2. Sh. P.K. Bharadwaj, Sr. Mgr. BYPL.
3. Sh. G.S. Bisht, Co BYPL.
4. Sh. Rajeev Ranjan, Sr. Officer (Legal) BYPL

ORDER

(Date of Hearing: 13.3.2007)
(Date of Order: 19.4.2007)

1. This case has been forwarded by the Consumer Grievance Redressal Forum to this Commission for imposition of penalty under Section 146 of the Electricity Act, 2003 as the CGRF Order dated 28.7.2006 has not been complied with by the Licensee within the stipulated period.

2. The Secretary CGRF (BYPL) has informed this Commission vide letter No. Secy/06/71 dated 7.2.2007 that the matter has been amicably settled between the parties. He has also forwarded a copy of the settlement agreement to this Commission.

3. The settlement agreement was executed on 11th day of January 2007 at New Delhi between BSES Yamuna Power Ltd. (First Party) and Sh. Satish Kumar S/o Late Sh. L.D. Grover, 41, GF, Kanti Nagar, Delhi-110051 (Second Party).

This settlement agreement witnessed as under :

1. That the Second Party has agreed to pay a sum of Rs.1,20,000/- in two instalments. The Second Party agrees to pay the first instalment of Rs.60,000/- on 12.1.2007.
2. That the Second Party has agreed to pay the second instalment of Rs.60,000/- on or before 10.2.2007.
3. That upon payment of the aforesaid amount of Rs.1,20,000/- by the Second Party to the First Party and in the mode as stated in para 1 and 2 hereinabove, the First Party shall have no claims in any manner, whatsoever, left against the Second Party and thereafter no dues certificate will be issued by the First Party to Second Party.
4. That it has been specifically agreed to between the parties herein, that in the event of any default on behalf of the Second Party, in complying with clause 1 & 2 of the settlement herein, the First Party, shall be entitled to recover the entire amount outstanding on consumer which is mentioned above forthwith along with LPSC.

4. Sh. Satish Kumar, Complainant, has informed the Secretary, CGRF (BRPL) vide his letter dated 5.2.2007 that he has made full and final payment of Rs.1,20,000/- before due date and that BSES Yamuna Power Ltd. will issue him a No Dues certificate as per settlement agreement dated 11.1.2007.

5. In view of the settlement arrived at between the parties, the complaint is considered disposed of.

6. Ordered accordingly.

Sd/-
(K. Venugopal)
MEMBER

Sd/-
(R. Krishnamoorthy)
MEMBER

Sd/-
(Berjinder Singh)
CHAIRMAN