



C A No. 153605684
Complaint No. 272/2025

In the matter of:

Naresh DangComplainant

VERSUS

BSES Yamuna Power LimitedRespondent

Quorum:

1. Mr. P.K. Singh, Chairman
2. Mr. S.R. Khan, Member (Technical)

Appearance:

1. Mr. I U H Siddiqi, Counsel for the complainant alongwith complainant
2. Mr. R.S. Bisht, Ms. Chhavi Rani & Mr. Akshat Aggarwal, On behalf of BYPL

ORDER

Date of Hearing: 26th February, 2026

Date of Order: 05th March, 2026

Order Pronounced By:- Mr. P.K. Singh, Chairman

1. The present complaint is filed by Mr. Naresh Dang against BSES-YPL, Chandni Chowk.
2. The brief facts of the grievance are that the complainant applied for rectification of electricity bill against CA no. 153605684 installed at premises no. Shiv Sales corporation, 3365-B, Shankar Market, Delhi-110006.

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CGRF (BYPL)

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The complaint further submitted that OP transferred dues of some other connections to his live connection. It is also stated that temporary connections having CA no. 351417845 and CA no. 351382006 in the name of Chintu Kumar Singh were installed on the guarantee of the complainant Naresh Dang. The said temporary connections were disconnected on account of non-payment of dues amounting to Rs. 464919/- and Rs. 6039/-. Thereafter the said dues were transferred to live connection of the complainant having CA no. 153605684. Therefore, the complainant requested forum for directions to OP for withdrawal of the illegally transferred dues.

3. The respondent in its reply against the complaint of the complainant submitted that the complainant approached the Forum for levy of inapplicable amount in his bill by respondent as alleged by the complainant against his connection having CA no. 153605684. OP in its reply further submitted that one person namely Chintu Kumar Singh sought a temporary connection from OP. CA no. 351417845 was installed on 19.03.2024 at the time getting temporary connection Chintu Kumar submitted a copy of electricity bill of the complainant, copy of Aadhar Card of the complainant and an affidavit of the Guarantor i.e. of the complainant wherein it is clearly written in para 4 that:-

“in case of any dues arising against the connection granted to me against above mentioned connection may transferred to CA no. 153605684”, the CA no the complainant.

Reply further submitted that the said person utilized the electricity of the respondent for various months and ultimately, after September 2024 stopped payment of the bills and therefore, a sum of Rs. 4,64,919/- became due upon the said person.

 

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The temporary connection in the name of chintu Singh was disconnected on 22.10.24 and since Naresh Kumar dang was the Guarantor, the said dues were transferred upon his electricity connection.

4. The OP submitted additional written submissions stating therein that Chnitu Kumar applied for temporary electricity connection at ground floor near Fatehpuri chowk parking in front of Old Delhi Railway Station, Delhi-110006. That during submission of the said application, Chintu Kumar Singh, submitted copy of electricity bill of Mr. Naresh Dang, copy of aadhar card of Mr. Naresh Dang and a duly executed Guarantor Affidavit/undertaking by Mr. Naresh Dang. After completion of all the technical and commercial formalities, BYPL energized temporary electricity connection on 19.03.2024 bearing CA no. 35117845 with sanctioned load of 12 KVA under non-domestic (LT) temporary category. The consumer of temporary connection defaulted the payment of electricity dues and outstanding dues accumulated to Rs. 4,64,919/-.

BYPL disconnection the said connection on 22.10.2024 thereafter, in terms of guarantor undertaking, BYPL issued a notice dated 20.05.2025 to the complainant for transfer of outstanding dues to his connection bearing CA no. 153605684.

Another connection having CA no. 351382006 is also relevant to the present proceedings, the said connection was installed on 23.08.2023, and was disconnected and meter removed on 18.3.2024 due to non-payment of outstanding dues amounting to Rs. 6,038.96/-

 

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5. The complainant also submitted additional written submissions stating therein that the CA no. 35138206 in the name of Chintu Kumar Singh was disconnected by OP on 18.03.2024 on account of non-payment of dues amounting to Rs. 6039/-. Thereafter, OP on very next date i.e. on 19.03.2024 released another temporary connection in the name of the Chintu Kumar Singh vide CA no. 351417845, which shows connivance of both the OP and Chintu Kumar Singh.

It is also submitted that in the month of June 2023 the complainant Naresh Kumar Dang, applied for load reduction in the office of the OP and also submitted relevant documents including Aadhar Card and it is most likely that his documents were misused for taking temporary connections.

6. Arguments of both the parties were heard.

7. From the narration of facts and material placed before us we find that the entire case of the OP rests upon the alleged guarantor affidavit said to have been executed by the complainant.

The complainant has categorically denied executing any such affidavit and has specifically pleaded forgery of his signatures. To substantiate his plea, the complainant produced verified specimen signatures duly certified by his bank. Upon comparison of the signatures appearing on the alleged guarantor affidavit with the verified bank signatures placed on record, this Forum finds visible and material dissimilarities.

The alleged affidavit ^{is} said to be guarantee on behalf of OP-BSES, it is basis of dues transfer of Chintu Kumar Singh having temporary CA no. 35138206 and CA no. 351417845 to the complainant Naresh Dang's connection having CA no. 153605684.

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In this affidavit Naresh Dang has not said anywhere that if Chintu Kumar Singh will not pay the electricity amount of his temporary connection no. CA no. 35138206 and CA no. 351417845 then he will pay on behalf of Chintu Kumar Singh. Para 4 which is in the form of Guarantee is as under "that I solemnly confirm that in case of any dues arising against the connection granted to me against above said connection may be transferred to CA no. 153605684."

It only confirms that pending bill of Naresh Dang can be realized by his CA no. 153605684. Therefore, dues of Chintu Kumar Singh cannot be transferred to Naresh Dang's connection.

The said language also shows that the guarantor is willing to pay the dues of the connection granted to him and not to any other person.

The burden to prove execution of the guarantor affidavit squarely lies upon the OP, as it seeks to enforce financial liability on the basis of that document. Mere production of a document allegedly containing the complainant's signatures is not sufficient when the execution is specifically denied and supported by documentary evidence of genuine signatures.

In the absence of cogent proof of voluntary execution of the guarantor undertaking by the complainant, this Forum holds that the alleged affidavit cannot be relied upon to fasten liability upon him.

Consequently, the transfer of outstanding dues of Chintu Kumar Singh's temporary electricity connections to the complainant's live connection is illegal, arbitrary, and unsustainable in law.



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ORDER

The complaint is **allowed**. The OP shall forthwith withdraw the outstanding dues of ₹4,64,919/- and ₹6,039/- (pertaining to CA No. 351417845 and CA No. 351382006 in the name of Chintu Kumar Singh) from the complainant's electricity connection bearing CA No. 153605684.

The OP shall issue a revised electricity bill reflecting correct payable amount, if any, within 30 days from the date of this order.

The OP shall not disconnect the electricity supply of the complainant's connection on account of the impugned transferred dues.

OP is further directed to file compliance report within 21 days of the action taken on this order.

If the Order is not appealed against within the stipulated time, the same shall be deemed to have attained finally.

Any contravention of these Orders is punishable under Section 142 of the Electricity Act 2003.

(S.R. KHAN)
MEMBER (TECH.)

(P.K. SINGH)
CHAIRMAN

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