

BEFORE THE ELECTRICITY OMBUDSMAN

No.16 C-1, Miller Tank Bed Area (Behind Jain Hospital)
Vasanthanagar, Bengaluru-560052.

Present: S.S Pattanashetti,
Electricity Ombudsman,

Case No. OMB/B/G-332/2019

Dated 20/05/2019

In the matter of

Smt. A Padma,
D/o Anantha Ramaiah,
LIG-699, 4th Main Road,
Kengeri Upanagara,
Bengaluru-560060.

Represented by:

Sri G. Vincent,
No. 124/A, 8th Cross,
Kengeri Upanagara,
Bengaluru-560060.

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Appellant

Vs

1) Consumer Grievance Redressal Forum,
Bangalore Urban District, BESCO,
Bangalore.

2) The Assistant Executive Engineer (Electrical),
O & M Sub-Division K4, BESCO,
R.R Layout, Nagadevanahally,
Bangalore-560052.

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Respondents

1. This Application/Complaint is filed by Smt. A. Padma (Appellant/Complainant), under the provisions of Clause 21.2 of the KERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations 2004, in Form 'B' challenging the proceeding in Case No. 2 dated 28-02-2019 of CGRF, Bangalore Urban District,

BESCOM West Circle, Basaveswaranagar, Bengaluru-560079, before this Authority, by inter-alia seeking relief to issue direction to the AEE, BESCOM, K4 Sub-Division, Bengaluru to transfer the R.R No. KEH 1449 with Account ID No. 0431468000 in the Appellant's name, without insisting for indemnity bond.

2. Brief facts, which are relevant to the case as claimed by the Appellant, are as follows:

a) The Appellant/Complainant has applied for transfer R.R. No. KEH 1449 with Account ID No. 0431468000 in the Appellant's name, with the Respondent on 24-04-2018 by submitting all the necessary documents, in respect of the property No. LIG 699, 4th Main Road, BBMP Ward No. 159, Kengeri Upanagara, Bengaluru-560060 which stands in the name of her father Shri S. Anantaramaiah. The said property was transferred by Shri S. Anantaramaiah to his daughter Smt. A.Padma who is the Appellant/Complainant, through a Gift Deed dated 18-01-2018. The khata of the said property was also changed in the name of the Appellant in the BBMP records on 20-02-2018.

b) The Appellant's Representative submitted that power supply to the said property was provided by BESCOM through installation R.R.No. KEH 1449 on 10-11-1986. It is further submitted that the licensee informed the Appellant vide letter dated 06-04-2018 to execute indemnity bond and to sign the agreement. In pursuance to this the Appellant informed the licensee vide letter dated 24-04-2018 stating that she is the absolute owner of the said property and by virtue of gift deed she is free to transfer the electrical connection with BESCOM to her name, and hence is not liable to

- submit agreement form and indemnity bond is also not required as per KERC Notification No. KERC/CoS/D/2/17-18 dated 27-12-2017, wherein it is mentioned that ‘proof of ownership is necessary, in the absence of which an indemnity bond has to be submitted’. Since she is the absolute owner, indemnity bond was not submitted.
3. Both the parties were informed vide this office letter No. OMB/B/G-332/2019/D-1247 dated 05-04-2019, regarding availability of provisions in Sub-Regulation 1 of Regulation 20 of KERC (CGRF & Ombudsman) Regulations, 2004 for settlement through conciliation and mediation and to appear before this Authority on 29/04/2019. However, they have not availed the benefit of the said provision. The case was listed for hearing on 29/04/2019 & 16/05/2019.
 4. Heard both the parties. The Respondent has filed a Note on 16-05-2019, which is taken on record, by inter-alia stating that the Appellant has been informed vide letter dated 01-12-2018 to furnish the Signed Agreement and Indemnity bond, instead of complying the same, the Appellant has filed complaint bearing No. 46/2018-19 dated 02-01-2019, before the CGRF, Bengaluru Urban District for redressal of the grievances. A hearing was conducted by the CGRF on 28-02-2019 and it was decided to settle the issue after obtaining necessary undertaking from the Appellant. It is further submitted that the name of the said installation will be transferred soon after the consumer fulfills the conditions of the KERC Regulations.

Clause 36.00 of Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka is regarding Transfer of installation (change in the name of Consumer). As per 5th Amendment 2016 Notification dated 22-11-2016 clause 36.01 (a) (b), when the transferee is owner of the property there is no need to submit indemnity bond. However, as per Clause 36.01 (d) undertaking regarding dues (f) fresh power supply agreement with the licensee has to be given by the Consumer.

a) For the foregoing reasons, I proceed to pass the following orders:

No. OMB/B/G-332/2019/D-1279

Dated 20-05-2019

O R D E R

- 1) The Respondent is directed to transfer the installation in the name of Appellant, without insisting for indemnity bond and after obtaining undertaking with regard to dues and fresh power supply Agreement from the Appellant; as per clause 36.0 (d) and (f) of Conditions of Supply of Electricity of Distribution Licensees in the State of Karnataka (CoS) (Fifth Amendment) 2016 Notification dated 22-11-2016;
- 2) The Respondent is further directed not to insist for indemnity bond, from any Applicant in other cases also where proof of ownership is submitted.

Sd/-

(S.S Pattanashetti)
Electricity Ombudsman.

- 1) Smt. A Padma,
D/o Anantha Ramaiah,
LIG-699, 4th Main Road,
Kengeri Upanagara,
Bengaluru-560060.

- 2) Sri G. Vincent,
No. 124/A, 8th Cross,
Kengeri Upanagara,
Bengaluru-560060.
- 3) The Chairperson, CGRF/Superintending Engineer,
Bangalore Urban District, BESCOM,
C.A Site No.05, West of Chord Road,
3rd Stage, Bhima Jyothi, HBCS Layout,
Next to Chord Road Hospital,
Basaveshwarnagar,
Bangalore-560079.
- 4) The Assistant Executive Engineer (Electrical),
O & M Sub-Division K4, BESCOM,
R.R Layout, Nagadevanahally,
Bangalore-560052.
- 5) PS to Hon'ble Chairman, KERC
- 6) PS to Hon'ble Member (M), KERC
- 7) PS to Hon'ble Member (R), KERC
- 8) PS to Secretary, KERC.
- 9) Chairperson of all CGRFs in the State.

