



BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA

Bays No. 33-36, Ground Floor, Sector-4, Panchkula-134109

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(Regd. Post)

Appeal No. : 48 of 2025
Registered on : 19.11.2025
Date of Order : 08.05.2026

In the matter of:

Appeal against the order dated 24.10.2025 passed by CGRF, UHBVN Panchkula in case No. 80 of 2025-

Shri Vikas Choudhary S/o Suraj Bhan Singh R/o a-128, Parsvnath City, **Appellant**
Sector-35, Karnal, Haryana

Versus

1. The SE, Monitoring, Sector-14, Vidyut Bhawan, Panchkula
2. The XEN/OP City Division, UHBVN Karnal

Respondent

Before:

Shri Rakesh Kumar Khanna, Electricity Ombudsman

Present on behalf of Appellant:

Shri Jai Kanwar
Shri Vikas Choudhary
Shri Shiv Ram
Shri Sankalp Gehlawat, Advocate

Present on behalf of Respondents:

Shri Rajesh Arora, SE/Monitoring
Shri Aditya Shukla, SDO'OP' Sub-Urban, UHBVN
Shri Lovepreet Singh, Counsel (UHBVN)
Shri Ashwani RWA Parsvnath City, Karnal
Ms. Namisha Pathak on behalf of Parsvnath
Shri Mukesh Kumar, RWA Parsvnath City, Karnal
Shri Sanjay Sharma, Parsvnath City, Resident
Shri Pratap Singh Rohilla, Parsvnath City, Resident

ORDER

A. Shri Vikas Choudhary and others has filed an appeal against the order dated 24.10.2025 passed by CGRF, UHBVNL, Panchkula in case no. 80 of 2025. The appellant has submitted as under: -

1. That the petitioners are permanent residents of the State of Haryana and being Citizen of India are entitled to invoke the extra ordinary jurisdiction of this Hon'ble Court.
2. That the Respondent no. 7 is a developer and has come up with a residential colony/Group Housing project by the name of Parsvnath City, Karnal. the said respondent, had offered with great pomp and show the facilities that were to be delivered to the subscribers of the said project. In lieu of the said offer, the that Petitioners herein subscribed to the said offer of the Resp. no.

6, and entered into an agreement. The details of the plots, villas that were purchased by the respective Petitioners is as follows:

Sr. no.	Name of Petitioner	Date of agreement	Unit purchased (Plot Buyers Agreement/ Sale Deed)
1.	Vikas Choudhary	23.10.2019	A-128 Second floor (Sale Deed)
2.	Dheerandra Choudhary	04.09.2015	B-67
3.	Kamlesh	29.01.2013	A-21
4.	Tejvir Singh	16.08.2013	A-126
5.	Rohit Khewal	20.11.2012	A-028 (First Floor)
6.	Neeraj Kumar	05.12.2013	B-111
7.	Kamal Veer	19.02.2014	B-126

The copy of one of the Plot buyers agreement (as apart from the different dates and unit nos, the contents of the said agreement are the same) is appended herewith as Annexure P-1.

3. That after executing the said agreement and sale deeds, the Petitioners herein, devoid of any choice, were forced to execute another agreement, with Respondent no. 6, pertaining to availing of the maintenance services. The said maintenance services agreement at para 19, states that, "19. The buyer agrees that he shall be liable to pay interest at the rate of, 24% per annum to the maintenance company on the dues in areas against him after the due dates of payment prescribed by maintenance company in this behalf. The buyer for their agrees that apart from his obligation to pay interest on the outstanding dues at the rate of 24% per annum. The maintenance company shall have the right to disconnect/ discontinue/disentitle the services to the plot and or disallow the enjoyment of common services including water supply, electricity et cetera with the buyer/occupants of the plot." Therefore, the sole power to discontinue the electricity has been vested with the maintenance company. The copy of the said maintenance agreement is appended herewith as Annexure P-2.
4. That the above said power is being often exercised by the Respondent no. 6 to extort more money from the occupants/owners under the nomenclature of penal interest. The latest bills as received from the Resp. no. 6 pertaining to the electricity is appended herewith as Annexure P-3.
5. That it is pertinent to mention herein that, the Petitioners have been paying their bills regularly to one Respondent no. 6 however, the connection that is being shown on the UHBVN portal is in the name of Resp. no. 9.
6. That it is pertinent to mention here that, it is the solemn statutory duty (as per Section 43 of the Electricity Act, 2003) , of the Respondents to supply electricity to the Petitioners, however the said power is being wrongly utilized by the Resp. no. 5 and 6 to wrongfully gain from the Petitioners herein. Section 43 of the Electricity Act, 2003 is reproduced herein for the perusal of this Hon'ble Court,

Section 43. (Duty to supply on request): - (1) 1[Save as otherwise provided in this Act, every distribution] licensee, shall, on an application by the owner or occupier of any premises, give supply of electricity to such premises, within one month after receipt of the application requiring such supply: Provided that where such supply requires extension of distribution mains, or commissioning of new sub-stations, the distribution licensee shall supply the electricity to such premises immediately after such extension or commissioning or within such period as may be specified by the Appropriate Commission:

Provided further that in case of a village or hamlet or area wherein no provision for supply of electricity exists, the Appropriate Commission may extend the said period as it may consider necessary for electrification of such village or hamlet or area.

1[Explanation.- For the purposes of this sub-section, “application” means the application complete in all respects in the appropriate form, as required by the distribution licensee, along with documents showing payment of necessary charges and other compliances.]

(2) It shall be the duty of every distribution licensee to provide, if required, electric plant or electric line for giving electric supply to the premises specified in sub-section

(1) : Provided that no person shall be entitled to demand, or to continue to receive, from a licensee a supply of electricity for any premises having a separate supply unless he has agreed with the licensee to pay to him such price as determined by the Appropriate Commission.

(3) If a distribution licensee fails to supply the electricity within the period specified in sub-section (1), he shall be liable to a penalty which may extend to one thousand rupees for each day of default.

7. That therefore, in lieu of the statutory demand, it was the duty of the Respondents herein to supply the electricity to the Petitioners.
8. That it is most imperative to mention here that, the present project as has been developed by Resp. no. 7, in pursuance of the licence that was granted by the DTCP, Karnal, the same was revoked and a request for lodging an FIR was made and the FIR was subsequently lodged in the same case. The DTCP, Karnal, noted that, “the final completion certificate of colony has not been granted by the department, and the coloniser Is fully responsible for operation, upkeep and maintenance of all roads, open spaces, public parks and public health services, like electricity, water, supply, sewerage, and drainage, etc, for a period of five years from the date of issuance of final completion, certificate or earlier relieved of said responsibility, and thereupon transfer, all such roads, open spaces, public parks, and public health services like electricity, water, supply, sewerage and training etc, free of cost to the government or the local authority as directed” therefore, even after issuance of an FIR, no action for restoring permanent or temporary electricity

connections in the name of the Petitioners, was made by the Respondent no. 6 and 7. The copy of the request for FIR and the said FIR is appended herewith as Annexures P-4 and P-5 respectively.

9. That further, the residents of the Parsvnath City, Karnal, has already approached the Resp. no. 4 vide a representation, wherein, it has been categorically held that, the Developer has not applied for new regular connection nor has an electrification plan that has been approved by the competent authority. The copy of the same is appended herewith as Annexure P-6.
10. That the Petitioners herein are suffering day to day due to persistent cuts in the supply of electricity as per the whims and fancies of the Respondent nos. 6 and 7, the supply of electricity is not only a statutory duty but may also be construed as a part of the essential right for life to live with dignity. The Petitioners herein are rightful occupants of their respective units even so, there are being kept bereft of the essential right of electricity.
11. That the Resp no. 2 has sought the electrification plan from the Respondent no. 6 and 7, it has been categorically mentioned in the said order that, the supply can be disconnected any time. It is pertinent to mention here that, no regular governing body of the RWA is functioning presently, and the same is only acting through Ad-Hoc committee. The interest of the Petitioners may be jeopardised due to the there not being any regular governing body in place. Therefore, the petitioners are in dire need of the intervention of this Hon'ble Court to safeguard their interests.
12. That in lieu of the above said impugned action of the Respondents, the Petitioners had approached this Hon'ble Court vice CWP-9245-2025, That the Petitioners herein had filed a CWP-9245-2025 before this Hon'ble Court, wherein, this Hon'ble Court was kind to intervene and hold the following, "Consequently, the instant writ petition is disposed of with a direction upon the Consumer Grievance Redressal Forum concerned to, in case the petitioners approach it, within 15 days from today, for redressal of their grievance (supra), make decision on their applications within a month thereafter. Moreover, till decision of the petitioners' applications, if any moved within the stipulated period, the temporary electricity connections shall not be disconnected." The copy of the order is appended herewith as Annexure P-7.
13. That the Petitioner thereafter approached the CGRF within stipulated time, the Petitioners herein had exercised their remedy as was granted by this Hon'ble Court in the above said decision, before the CGRF. Therein, it was held that, action will be taken against the delinquent for extending the temporary connections beyond the time limit. Further it was held that the builder has not provided any electrical infrastructure. No bank guarantee was provided by the builder. It was further categorically held that the license of the builder was suspended as an amount of Rs. 93,61,732/- is outstanding, despite the Petitioners have already paid the electricity bills that

have been raised. The builder has also specifically given an undertaking. The copy of the order passed by the Ld. CGRF is appended herewith as Annexure P-8.

14. That it has been observed in the order that the connection was in the name of M/s Perpetual, is a defaulter of non payment of electric dues. However, it is pertinent to mention herein that, the maintenance agreement has been done through one Marskmen Facilities Pvt. Ltd. And the amount is also collected by the Marksmen Facilities but is then siphoned off and the same never reaches the UHBVN, ultimately, even after paying the whole amount of electricity the Petitioners are at the mercy of the Builders and Maintenance company.
15. That it has also been stipulated in the order passed by the Ld. CGRF that, no electricity plan has been provided either by the builder or by the Marksmen maintenance company. It has been categorically noted in the reply given by the SDO in the proceedings before the CGRF that, "Developer is harassing the residents from time to time..."
16. That it is pertinent to mention herein that, despite giving an undertaking to the effect that the outstanding bills will be paid @ 10-15 lakh per month, and electrification plan shall be made available within 9 months from the undertaking.
17. That the Petitioners herein had sent a representation dated 06.11.2025, That the Petitioners herein along with other residents of the Parsvnath City have submitted a handwritten representation to the Respondent no. 5 that as per the connections that have been given to other private colonies the same may kindly be given to the Petitioners herein. The further referred as to how much amount the Petitioners would have to remit towards the same. The copy of the same is appended herewith as Annexure P-9.
18. That the Petitioners thereafter, again sent a representation dated 10.11.2025, the Petitioners again approached the Respondent no. 3 wherein it was stated that direct permanent connection may kindly be provided to them. The copy of the same is appended herewith as Annexure P-10.
19. That in reply to the latest representation of the Petitioners, the Respondent no. 3 herein, dated 11.11.2025, wherein, pending dues pertaining to Rs. 1,29,72,780/- is pending to be shown on the portal. Final 7 days have been given to the Petitioners herein otherwise legal action shall be taken against the same. It is pertinent to mention here that, the builder has already given the undertaking to effect that bills will be paid in instalments @ 10-15 lacs per month and electric work proposal shall be furnished within a period of 9 months.
20. That the official respondents have provided permanent connections to certain private colonies in vicinity at reasonable prices.
21. That the Petitioners herein had approached the Hon'ble High Court, vide CWP-34766-2025, wherein the Hon'ble Court has afforded the liberty to

approach this Hon'ble Forum, the copy of the order is appended herewith as Annexure P-11.

22. That the petitioners have been left with no other efficacious remedy by way of appeal or revision considering the urgent intervention needed of this Hon'ble Court except by way of filing the present petition in this Hon'ble Court of the constitution of India is the only remedy available.
23. That the petitioners have not filed any such or similar writ petition, appeal or revision either in this Hon'ble Court or in the Hon'ble Supreme Court of India on the same cause of action.

PRAYER

In view of the facts and submissions made above, it is respectfully prayed that:-

- I. Issuance of necessary directions for enforcing the order passed by the Ld. CGRF, dated 24.10.2025, wherein, the developer had agreed to pay the instalments towards the pending bills, provide layout plan and so on.
 - II. It is further prayed that official respondents may kindly be directed to supply Permanent Electricity Connections to the Petitioners as has been done in similarly situated private colonies, in terms of Section 43 of Electricity Act, 2003.
 - III. It is further prayed that, the Respondents be directed to provide temporary electricity connections to each of the petitioners and other residents of the colony during the pendency of this appeal/petition, in the interest of Justice.
 - IV. It is further prayed that, the bank account bearing no. 90361010016180 at Syndicate Bank, Arunachal Building, Barakhamba Road, New Delhi, of the Respondent no. 7, may kindly be attached to honour the outstanding electricity dues to the tune of Rs. 1,29,72,780/-, in the interest of Justice.
 - V. Issue any other appropriate order or direction which this Hon'ble Court may deem fit in the circumstances of the present case.
 - VI. Exempt the petitioners from filing of certified / true typed copies of Annexure;
 - VII. Service of advance notices be dispensed with;
 - VIII. Costs of the petition may also be awarded to the petitioners.
- B.** The appeal was registered on 15.12.2025 as an appeal No. 48 of 2025 and accordingly, notice of motion to the Appellant and the Respondents was issued for hearing the matter on 12.01.2026.
- C.** Hearing was held on 12.01.2026, as scheduled. None appeared on behalf of the appellant. However, an email dated 11.01.2026 was received from Adv. Sankalp Gehlawat, counsel for the appellant, requesting exemption from personal appearance due to unforeseen personal difficulties and seeking accommodation for the same.

The respondents were represented physically by Shri Rajesh Arora, SE/UHBVN/Monitoring, Panchkula, Shri Lovepreet Singh, Counsel for UHBVN, and Ms. Vardhani Gupta, Counsel for Respondents 7 to 9 (M/s Parsvnath Developers

Limited and associated entities). During the proceedings, the respondents from UHBVN contended that electricity dues exceeding one crore rupees remain outstanding against the appellant's connection. It was submitted that the appellant has been evading payment on the pretext of having remitted the amounts to the builder/developer, who in turn has failed to deposit the same with UHBVN. The counsels for UHBVN and M/s Parsvnath Developers sought additional time to file their detailed replies after thoroughly reviewing the case records.

It is observed that the other impleaded parties/stakeholders, namely the Chairman, Ad-Hoc Committee, Parsvnath City Resident Welfare Association (RWA), the Managing Director, Perpetual Infrastructure Pvt. Ltd. c/o M/s Parsvnath Developers Limited, and the District Town and Country Planner, Karnal, have neither submitted their replies nor appeared in the hearing despite being duly noticed. Their participation is essential for a comprehensive adjudication, given their direct involvement in the matter.

In view of the above, the following directions are issued:

1. The appellant is directed to deposit the outstanding electricity dues with UHBVN forthwith and in any event before the next date of hearing, failing which appropriate consequences may ensue as per law. Proof of such deposit shall be filed along with the rejoinder.
2. All respondents and impleaded parties are directed to file their detailed replies/written statements, supported by relevant documents and affidavits, within a period of four weeks from the date of this order.
3. Thereafter, the appellant shall have one week to file his rejoinder, if any, to the replies submitted.

The matter is adjourned for further hearing. The case is now listed for 16.02.2026.

D. On 10.02.2026 SDO respondent has submitted compliance report which is as under: -

1. The applicant MS Perpetual have not paid complete electricity bill of NC 3447233021 only part payment of 10 Lakh has been done on dated 16/01/2016.
2. The reply has been prepared and submitted to LR HPU Panchkula for legal vetting and reply will be filed shortly after legal vetting.

This is for your kind information and further necessary action please.

E. On 13.02.2026, the counsel of respondent has submitted reply which is as under:-

1. The present reply is being filed through Sh. Aditya Shukla, presently working as SDO, Uttar Haryana Bijli Vitran Nigam Ltd. (hereinafter referred to as 'UHBVN'), who is competent to file the present reply as well as fully conversant with the facts and circumstances of the case on the basis of knowledge derived from the record.
2. The present Appeal has been filed by the Appellants under Section 42(6) of the Electricity Act, 2003 read with the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020, assailing the order dated

24.10.2025 passed by the Learned Consumer Grievance Redressal Forum, UHBVN. It is submitted that the complaint before the Learned CGRF was filed by the Appellants seeking, inter alia, a direction that the electricity supply to their residential premises be continued and that no disconnection be effected on account of the outstanding electricity dues.

3. Vide the impugned order dated 24.10.2025, the Ld. CGRF dismissed the complaint, holding that the electricity dues against the premises remained unpaid and that the Respondent-Department was justified in insisting upon clearance of the outstanding amount before granting any relief as sought by the Appellants. The present Appeal has been preferred challenging the said order of the Ld. CGRF.

All submissions made herein are without prejudice to one another and in the alternative. Nothing stated in the present reply shall be deemed to be an admission of any fact or contention unless the same is expressly admitted. The present reply is being filed as a composite reply on behalf of the answering Respondents to the Appeal and all averments contrary thereto are specifically denied.

BACKGROUND OF THE DISPUTE-

4. That at the outset, it is submitted that the Appellants are purchasers/allottees of residential units in a group housing project known as Parsvnath City, Sector-35, Karnal, developed by Respondent-7 (Developer/Builder). The Appellants entered into individual Plot Buyer Agreements/Sale Deeds with the said Developer on various dates between 2012-2019, details whereof have been expressly pleaded by the Appellants themselves and compiled under Annexure P-1.
5. That it is respectfully submitted that the contractual relationship governing the construction of the project, provisioning of electricity infrastructure, development of internal services and other allied civic facilities flows entirely and exclusively from the private agreements executed between the Appellants and the Developer. The Respondent-Department is neither a party to nor a beneficiary of the said agreements. All obligations relating to development of the colony, creation of permanent electricity infrastructure, obtaining requisite sanctions and ensuring regular payment of electricity dues arise solely out of such private contractual arrangements, for which the Developer and its appointed Maintenance Agency alone are responsible. Consequently, any failure in infrastructure provisioning or financial compliance cannot be attributed to the Respondent-Department, which operates strictly within the statutory framework under the Electricity Act, 2003.
6. That it is further admitted on record, by the Appellants, that subsequent to the execution of the buyer agreements, the Appellants voluntarily entered into a separate Maintenance Agreement, annexed as Annexure P-2, specifically vested Respondent-6 with the obligation to manage, operate and maintain common services including electric supply, collection of electricity charges,

payment of bills and liaison with the electricity department, at the cost and expense of the residents.

7. That as per the explicit terms of the Maintenance Agreement, Respondent-6 was empowered to collect monthly charges from the Appellants towards electricity consumption and was further authorized to regulate or discontinue common services in case of default. The Appellants were contractually bound to route all electricity-related payments through Respondent-6 and no privity of contract existed between the Appellants and the Respondent-Department for individual permanent connections.
8. That it is pertinent to note that despite occupation of the premises, no permanent electricity infrastructure or sanctioned permanent connection was ever applied for or installed by the Developer, which obligation squarely lay upon Respondents- 6 and 7. The colony continued to operate on a temporary/ bulk supply arrangement, solely on the assurances and undertakings furnished by the Developer/Maintenance Agency, as is evident from Annexures P-4, P-5 and P-8. Thus, the entire operational control, financial collection, payment of electricity dues and compliance with statutory requirements rested with the Developer and its delegated Maintenance Agency. The Respondent-Department had no role in the internal arrangements or financial dealings between the Appellants and Respondent-6.
9. That it is respectfully submitted that, notwithstanding the occupation of the premises, no application for a sanctioned permanent electricity connection was ever made, nor was any permanent electricity infrastructure installed by the Developer, though the said obligation squarely vested in Respondents Nos. 6 and 7. The colony continued to function on a temporary/bulk electricity supply arrangement, solely on the basis of the assurances and undertakings furnished by the Developer and the Maintenance agency, as is evident from Annexures P-4, P-5 and P-8. Consequently, the entire operational control, collection of charges, payment of electricity dues, and compliance with statutory and regulatory requirements remained with the Developer and its delegated Maintenance Agency. The Respondent-Department had no role whatsoever in, nor any control over, the internal arrangements or financial transactions between the Appellants and Respondent No.6.

PRELIMINARY SUBMISSIONS/ OBJECTIONS-

10. At the very threshold, it is respectfully submitted that, by way of the present appeal, the Appellant is in substance, seeking the release of an electricity connection without first discharging the outstanding and defaulted dues payable in respect of the concerned premises. At this stage, the reasons for such non-payment, or the inter se attribution of liability between private parties, are wholly irrelevant. In any event, the legal and financial consequences flowing from the said default cannot be transferred to, or fastened upon, the Respondent, which bears no responsibility whatsoever for the defaults resulting in the accumulation of dues. It is therefore submitted

that the relief so sought, being contrary to the statutory scheme and the provisions of law set out herein below, is untenable and liable to be rejected-

Electricity Act, 2003

“Section 56. (Disconnection of supply in default of payment): -- (1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days’ notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer:

Provided that the supply of electricity shall not be cut off if such person deposits, under protest, -

- (a) an amount equal to the sum claimed from him, or*
- (b) the electricity charges due from him for each month*

calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.”

Electricity Supply Code, 2014 (hereinafter “Supply Code”)

4.3 Conditions for Grant of Connection due to change of ownership / division/reconstruction of property.

4.3.1 Purchase of existing property

Where the applicant has purchased an existing property, whose supply has been disconnected, it shall be the applicant’s duty to verify that the previous owner has paid all dues to the licensee and obtained a “no-dues certificate” from the licensee. In case such “no-dues certificate” has not been obtained by the previous owner, the applicant shall request the previous owner to obtain a no dues certificate from the licensee and handover the same to him. On receipt of such request from the previous owner, the licensee shall either intimate in writing the dues outstanding on the premises, if any, or issue a “no-dues certificate” within thirty (30) days from date of receipt of request. If the licensee does not issue the no dues certificate or dispatch a letter intimating the dues to the previous owner within thirty (30) days of receipt of his request, the applicant shall be absolved of any liability on account of dues against the previous owner and the licensee shall have to seek legal recourse separately against the previous owner for recovery of such dues.

In case the licensee dispatches a letter intimating the dues to the previous owner within thirty (30) days of receipt of his request and in case these are not deposited by the previous owner, the applicant shall be liable to clear any dues against the previous owner before a new connection is released in his favour.

If however, subsequently at any stage, the audit points out any additional amount due on account of period of the previous owner, it shall be the liability of the new consumer to pay such amount.

... ..

4.4 Procedure for providing New Electricity Connection

4.4.1 Application for new connection

...

(5) Application form for new connection must be accompanied with a photograph of the applicant, identity proof of the applicant, proof of applicant's ownership or legal occupancy over the premises for which new connection is being sought, proof of applicant's current address and the no dues certificate mentioned in Regulation 4.3.1 or in its absence undertaking to pay outstanding dues of the previous owner and in specific cases, certain other documents as detailed in Regulations 4.4. (7) to 4.4.1 (11).

... ..

4.5 Procedure for Providing Temporary Supply

4.5.11 If there are outstanding dues against the applicant or the premises where temporary connection is required, temporary connection shall not be given till such dues are paid by the applicant."

It is humbly submitted that, as elaborated in the paragraphs above, though the Appellant-residents assert that they have remitted electricity charges to the Maintenance Agency, the said amounts have admittedly not been received by the Respondent-Department cannot be saddled with liability for the consequences flowing therefrom, and under the applicable statutory and regulatory framework, disconnection of supply constitutes a legally permissible and justified course of action, Without prejudice, the Respondent further submits that, notwithstanding such non-payment, the electricity connection has, in fact , not been disconnected.

11. It is further submitted that the duty of the subsequent owner to pay the arrears, if any, relating to the same premises is also no longer res-integra and already stands settled in- Dakshin Haryana Bijli Vitran Nigam Ltd. v. M/s. Paramount Polymers Pvt. Ltd [2007 (1) RCR (Civil) 396] (Enclosure RJ-1) wherein the Hon'ble Apex Court held that if transferee (being the Appellant herein) desires to enjoy the service connection, he shall pay the outstanding dues, if any, to the supplier of electricity and a reconnection or a new connection shall not be given to any premises where there are arrears on account of dues to the supplier.

Similarly, in the case of Telangana State Southern Power Distribution Company Limited v. M/s. Srigdhaa Beverages [2020 (6) SCC 404] (Enclosure RJ-2) the Hon'ble Apex Court, in the concluding para of the judgement, held as under:

“A. That electricity dues, where they are statutory in character under the Electricity Act and as per the terms & conditions of supply, cannot be waived in view of the provisions of the Act itself more specifically Section 56 of the Electricity Act, 2003 (in pari materia with Section 24 of the Electricity Act, 1910), and cannot partake the character of dues of purely contractual nature.”

Further, the Hon'ble Punjab and Haryana High Court in the case of M/s Venus Real Con. LLP (Limited Liability) v. Dakshin Haryana Bijli Vitran Nigam Limited [2021 (3) RCR (Civil) 264] (Enclosure RJ-3), held as under:

“17. It has been held that demand of clearance of arrears on account of electricity dues can be made and conditions can be imposed based upon statutory rules in force on date of application. Thus, it has to be held that the Nigam was justified in demanding payment of arrears of electricity dues.

... ..

24. Finally, it has been argued that Section 43 of the Electricity Act confers a right upon an applicant for electricity connection and a corresponding duty upon the Nigam to release a connection within a period of one month of the receipt of the application and thus, the Nigam was bound to release the electricity connection. This argument also deserves to be rejected. Section 43 of the Electricity Act cannot be construed as a stand-alone provision. It has to be read in conjunction with other provisions of the said Act and Rules and Regulations framed thereunder. Thus, construed the duty imposed upon the Nigam under the said provision is subject to rights provided under the other provisions. This would also be in accordance with the accepted principles of interpretation of statutes one of which is harmonious construction.”

(Emphasis Supplied)

In view of the law settled by the Hon'ble Courts, the Answering Respondent can insist upon fulfilment of the requirements of Rules and Regulations, including the payment of arrears of the premises, in order for them to provide electricity connection to the Appellant-resident, as per law.

ILLEGAL COLLECTION, DIVERSION, WITHHOLDING AND NON-REMITTANCE OF ELECTRICITY DUES BY RESPONDENT -6, RESULTING IN ACCUMULATION OF ARREARS AGAINST THE BULK ELECTRICITY CONNECTION-

12. That it is an admitted and undisputed position on record that Respondent-6, while continuously collecting electricity charges from the Appellants-residents on a regular and periodic basis, failed to remit the collected amounts to the Respondent-Department. The electricity bills continued to be raised by the Department against the bulk/ temporary connection, however, despite receipt

- of payments from the residents, Respondent-6 defaulted in clearing the corresponding dues, thereby allowing arrears to accumulate unchecked.
13. That instead of discharging its obligation to deposit the electricity dues with the Respondent-Department, Respondent-6 raised inflated and exorbitant internal bills upon the residents, including levy of penal interest and additional charges, under the guise of maintenance and electricity consumption. The said conduct is clearly reflected from the latest electricity bills placed on record as Annexure P-3, which demonstrate a stark mismatch between amounts collected from the residents and amounts actually deposited with the Department.
 14. That the Appellants themselves have, in unequivocal terms, averred in their pleadings and representations that Respondent No. 6 wrongfully diverted, withheld, and misappropriated the electricity dues collected from them, instead of remitting the same to the Respondent-Department. Such assertions, originating from the Appellants' own pleadings, clearly and conclusively demonstrate that the genesis of the default is not attributable to the Department, but squarely lies with the Maintenance Agency that was entrusted with the responsibility of collection and remittance of the said dues.
 15. That as a direct consequence of the continued non-remittance by Respondent-6, substantial arrears accrued against the bulk electricity connection standing in the name of the Developer/ Maintenance Agency. The accumulation of such arrears is thus, not attributable to any act or omission on part of the Respondent-Department, but is solely the outcome of internal financial mismanagement and breach of trust by Respondent-6.
 16. That it is further submitted that the Respondent-Department had neither any control over nor any visibility into the internal collection mechanism adopted by Respondent-6. The Respondent is statutorily entitled to receive payment against electricity supplied and cannot be compelled to bear the consequences of amounts collected by a private agency and unlawfully withheld from being deposited with the public utility.

**ADMITTED PENDING AMOUNTS AND QUANTIFIED ELECTRICITY DUES
PAYABLE TO THE RESPONDENT-DEPARTMENT**

17. That it is respectfully submitted that the existence of outstanding electricity dues is not a matter of dispute or inference but stands expressly admitted by the Appellants themselves in the present proceedings as well as in their earlier representations addressed to the Respondent-Department. The Appellants have unequivocally acknowledged that a substantial amount remains unpaid towards electricity consumption supplied to the residential colony through the bulk/temporary connection.
18. That as per the pleadings and documents placed on record by the Appellants, including correspondence annexed as Annexures P-9 and P-10, the quantified outstanding amount payable to the Respondent-Department is Rs.1,29,72,780/- The said amount represents accumulated arrears arising

from prolonged non-remittance of dues by Respondent-6 despite continuous supply of electricity by the Department.

19. That the Appellants have further admitted that the said outstanding amount is reflected on the official records and online billing system of the Respondent-Department and that the same has never been disputed on merits. That it is further stated in the Appeal that representations and communications were exchanged with the Respondent-Department regarding the pending electricity dues, however, the said dues have admittedly not been cleared till date.
20. That it is also an admitted position that despite repeated undertakings to deposit the pending amount in phased payments of approximately Rs.10-15 lakhs per month, the dues have not been cleared in full till date. The continued existence of such arrears, therefore, cannot be attributed to any inaction or omission on part of the Respondent-Department, which has merely raised lawful bills for electricity actually supplied.
21. The Respondent-Department submits that the admitted outstanding dues represent a statutory liability attached to the bulk electricity connection standing in the name of the Developer/Maintenance Agency, and that the Appellants have themselves stated and admitted in the Appeal that an outstanding amount towards electricity charges is pending to be deposited with the Respondent-Department, which has remained unpaid due to the failure of Respondent-6 to remit the electricity dues collected from the residents.
22. That in view of the clear admissions made by the Appellants regarding the existence and quantum of the outstanding electricity dues, the Respondent-Department submits that the factual foundation of the present Appeal itself establishes that the grievance raised does not arise out of any illegal action of the Department, but solely from the failure of the Developer and its Maintenance Agency to timely deposit the electricity charges collected from the residents.

DEFAULT BY THE DEVELOPER AND MAINTENANCE AGENCY IN PROVIDING ELECTRICITY INFRASTRUCTURE AND CLEARING STATUTORY DUES – NO DERELICTION OF DUTY ON THE PART OF THE RESPONDENT-DEPARTMENT

23. That from a bare and plain reading of the Appeal and the documents relied upon by the Appellants, it clearly emerges that the responsibility for collection and remittance of electricity dues was expressly vested in the Developer and its delegated Maintenance Agency, namely Respondent No.6, under the arrangements acknowledged and accepted by the Appellants themselves. The charges from the residents, which were required, in law and in fact, to be duly deposited with the Respondent-Department.
24. That the Appeal further states that the electricity dues collected from the residents were not remitted to the Respondent-Department by Respondent-6, resulting in accumulation of outstanding amounts against the bulk electricity connection. The Appellants have attributed the non-payment of electricity dues

to the failure of Respondent-6 to deposit the amounts so collected, which forms the core grievance raised in the present proceedings.

25. That it is also evident from the pleadings that the Respondent-Department did not collect electricity charges directly from the residents and was not a party to the internal arrangement governing billing, collection or maintenance of services within the colony. The payments admittedly made by the Appellants were made to Respondent-6 and not to the Respondent-Department.
26. That in view of the above admissions contained in the Appeal, the Respondent-Department submits that the grievance raised by the Appellants arises out of the acts and omissions of the Developer and Respondent-6 in relation to collection and deposit of electricity dues. The Appeal does not attribute any specific act of arbitrariness, negligence or wrongful conduct to the Respondent-Department, which has been impleaded solely in view of the pendency of electricity dues against the bulk connection.

MULTIPLE APPEALS AND REPRESENTATIONS SEEKING NON-DISCONNECTION AND CONTINUATION OF ELECTRICITY SUPPLY AND THE RESPONSIVE ACTION TAKEN BY THE RESPONDENT-DEPARTMENT-

27. That it is stated in the appeal that the Appellants have filed multiple proceedings, including the present Appeal, primarily seeking a direction that the electricity supply to their residential premises may not be disconnected. The relief sought is premised on the admitted position that electricity dues remain unpaid to the Respondent-Department on account of non-remittance by Respondent-6, despite the Appellants having made payments to the Maintenance Agency.
28. That the Appeal proceeds on the basis that the Appellants have discharged their obligations by paying amounts towards electricity charges to Respondent-6 and that the failure to deposit the same with the Respondent-Department is attributable to the Maintenance Agency. On this ground alone, the Appellants have sought protection from disconnection of electricity supply during the pendency of the proceedings.
29. That while the Appellants have raised grievances regarding the conduct of Respondent-6, the appeal itself acknowledges that the electricity dues payable to the Respondent-Department have not been cleared. The Respondent-Department submits that the relief sought in the Appeal is limited to non-disconnection of electricity supply and does not arise out of any allegation that the Department has refused to supply electricity or acted arbitrarily in the matter.
30. That it is further evident from the appeal that, notwithstanding the pendency of electricity dues, the Respondent-Department has not disconnected the electricity supply to the residential premises of the Appellants. The appeal does not allege that any coercive steps have been taken by the Department to disconnect the electricity supply, and the Appellants continue to receive electricity through the existing arrangement.

31. That it is respectfully submitted that the Appellants have made several representations to the Respondent-Department, which have been placed on record as Annexures P-9, P-10 and P-13. Upon receipt of the said representations, the Respondent-Department responded to the Appellants and informed them of the factual position regarding the pendency of electricity dues, as reflected in the departmental records.
32. That from the pleadings, it is evident that the Respondent-Department did not leave the Appellants' representations unanswered and apprised them of the outstanding dues and the status of the electricity connection. The appeal itself indicates that the dispute essentially concerns the acts and omissions of Respondent-6 and the Developer in relation to collection and deposit of electricity charges, which aspect is required to be examined in the appropriate proceedings, while the Respondent-Department has been responding to the Appellants in accordance with the position reflected in its records.

CONTINUED ELECTRICITY SUPPLY IN SPITE OF OUTSTANDING DUES-NO ACTION OF DISCONNECTION -

33. *That without prejudice, it is respectfully submitted that, as borne out from the pleadings on record, despite the admitted non-clearance of electricity dues and the absence of a permanent electricity connection, the Respondent-Department has not disconnected the electricity supply to the Appellants. The appeal itself proceeds on the footing that electricity supply has continued and that no disconnection has been effected by the Respondent-Department.*
34. *That it is further submitted that the continuation of electricity supply, notwithstanding the pendency of dues, demonstrates that the Respondent-Department has not adopted any coercive measures against the Appellants. The record reflects that the Department has acted with due restraint and in accordance with the factual position brought to its notice, while ensuring that electricity supply to the residents has not been interrupted.*

NEED FOR OBTAINING A PERMANENT ELECTRICITY CONNECTION AND CREATION OF REQUISITE ELECTRICITY INFRASTRUCTURE BY THE DEVELOPER / MAINTENANCE AGENCY-

35. It is respectfully submitted that, as noticed hereinabove, under the applicable legal framework, the Respondent-Department is empowered to disconnect electricity supply in the event of non-payment of electricity dues. However, as is evident from the record, no such disconnection has been effected in the present case. Without prejudice thereto, it is submitted that the continuation of electricity supply through a temporary or bulk arrangement, in the absence of a permanent electricity connection, is neither sustainable nor intended to operate indefinitely. In these circumstances, the Respondent-Department most respectfully prays that this Hon'ble Court may be pleased to issue appropriate directions to the Developer and/or the Maintenance Agency to take immediate steps for applying for and obtaining a permanent electricity connection, along

with creation of the requisite electricity infrastructure, in accordance with law, so as to obviate recurrence of such disputes in the future.

36. It is further evident from the pleadings that despite the execution of buyer agreements and the lapse of considerable time thereafter, a permanent electricity connection has not been provided to the residents. The appeal itself attributes the absence of permanent electricity infrastructure to the Developer, who was responsible for ensuring compliance with the necessary requirements. The Respondent-Department submits that the failure to secure a permanent electricity connection since the execution of the buyer agreements cannot be attributed to the Department and is a consequence of the acts and omissions of the Developer and its Maintenance Agency, which aspect requires appropriate consideration by this Hon'ble Court.

PRAYER

In view of the foregoing submissions and the facts admitted on record, it is most respectfully prayed that this Hon'ble Court may be pleased to issue appropriate directions to Respondents- 6 and 7 to clear the outstanding electricity dues and take necessary steps for obtaining a permanent electricity connection in accordance with law and to pass such other or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

F. Hearing was held on 16.02.2026, as scheduled. The Appellant was represented by his counsel, Adv. Sankalp Gehlawat. The Respondent UHBVN was represented by its counsel, Shri Lovepreet Singh, and the SDO, Operation Sub-Division, Meerut Road, Karnal. No representative appeared on behalf of M/s Parsvnath Developers Limited, Perpetual Infrastructure Pvt. Ltd., Marksmen Facilities Pvt. Ltd., the Ad-Hoc Committee, Parsvnath City Resident Welfare Association (RWA), or the District Town and Country Planner, Karnal. None of the aforesaid parties have filed their replies/written statements despite notice and passage of sufficient time. Their continued non-participation has been viewed seriously.

During the hearing, counsel for the Appellant submitted that approximately 170 families are presently residing in the society whereas the appeal has been preferred on behalf of only 8 allottees. The SDO informed that outstanding dues of approximately Rs. 90 lakhs remain pending against the colony's connections and that there has been no compliance by the developer/maintenance agencies with the directions contained in the interim order dated 12.01.2026 regarding clearance of dues. It was further stated that UHBVN is prepared to process applications for release of individual permanent connections upon clearance of all outstanding dues of the Nigam. It was also brought to notice that the developer has neither submitted the approved electrification plan nor furnished the requisite bank guarantee, both of which are mandatory preconditions for further action by UHBVN.

It was observed that the Resident Welfare Association has neither filed any reply nor appeared despite notice, and its stand is necessary for comprehensive adjudication.

It was emphasised that clearance of dues payable to the licensee (UHBVN) is a prerequisite for any further progress in the matter, particularly as any decision will have financial implications for all stakeholders in the township comprising approximately 700 plots. The temporary electricity connections have continued for an extended period due to non-compliance of Nigam's formalities by RWA/Developer.

In order to facilitate effective resolution and to ensure that the views of all stakeholders are duly considered, the following directions are issued:

1. The Ad-Hoc Committee, Parsvnath City Resident Welfare Association (RWA), and M/s Parsvnath Developers Limited shall file their respective written stands/statements, supported by affidavit and relevant documents, within 10 days from today.
2. Replies/written statements filed by M/s Parsvnath Developers Limited and Perpetual Infrastructure Pvt. Ltd. shall be taken on record only upon prior deposit of the entire outstanding dues with UHBVN and submission of proof thereof along with a "No Dues Certificate" issued by the concerned SDO.
3. All parties are directed to appear physically on the next date of hearing along with all relevant documents. In case of non-appearance without sufficient cause, the matter will proceed ex-parte and appropriate costs/penalty will be imposed.
4. The Respondent UHBVN is directed to ensure that the legitimate interests of the residents are duly protected in accordance with law and to refrain from raising unnecessary objections or seeking verifications without proper supporting documents, including avoidance of correspondence similar to that dated 18.09.2025 unless fully justified by records.

The matter is adjourned for further hearing. The case is now listed for 27.02.2026.

- G.** Hearing was held on. 27.02.2026, as scheduled with all parties duly represented. At the outset, the counsel for Respondent No. 7 (M/s Parsvnath Developers Limited) purported to introduce an authorized representative without furnishing a valid authority letter. This procedural lapse was viewed with utmost gravity, as it undermines the sanctity of these proceedings. Accordingly, the counsel was unequivocally directed to forthwith submit the requisite authority letter, failing which appropriate consequences shall ensue.

The status of compliance with prior directives, including the submission of a reply/written statement by Respondent No. 7, was rigorously scrutinized. Regrettably, no satisfactory explanation was proffered, and it was ascertained that no reply has been filed to date despite repeated opportunities and the passage of

ample time. This persistent non-compliance is deemed a serious dereliction, reflecting a blatant disregard for the authority of this statutory body established under Section 42(6) of the Electricity Act, 2003.

The counsel for Respondent No. 7 was further pressed to furnish a concrete plan for depositing the outstanding dues, tentatively quantified at approximately Rs. 90 lakhs, which remain unpaid and have precipitated recurrent disconnections by the licensee. The licensee, under imperative pressure from its management to recover arrears from the single-point connection, has no alternative recourse, thereby exacerbating the situation. The Appellants, accompanied by their counsel, articulated profound apprehension regarding imminent disconnections, particularly amid ongoing examinations of students in the township. This sentiment was echoed by representatives of the Resident Welfare Association (RWA), underscoring the pervasive fear among consumers due to the licensee's constrained recovery mechanisms.

The SDO/Operation substantiated this by confirming a recent disconnection, which was averted only upon an undertaking from Respondent No. 7 to deposit Rs. 20 lakhs. It is manifest that the accruing interest on the outstanding Rs. 90 lakhs (approximately) will further compound the liability, perpetuating consumer insecurity unless expeditiously addressed.

In response to the directive for a definitive plan, an email purportedly from Shri Sanjeev Kumar Jain, Managing Director of M/s Parsvnath Developers Limited, was received, committing to deposit the amount within four weeks from the date of this order. However, this communication lacks essential formalities, including a signature, stamp, and contact details, rendering it patently deficient and unprofessional. Such cavalier conduct is wholly unacceptable and has been noted with severe disapproval.

It is observed with concern that, despite consistent attendance by Respondent No. 7 and its representatives in hearings, no heed has been paid to the two interim orders issued by this office over the past two and a half months. This contumacious attitude flouts the statutory mandate of this Ombudsman, appointed by the Haryana Electricity Regulatory Commission (HERC) to ensure expeditious and equitable resolution of grievances.

During deliberations, Shri Jitender, SDO deputed by the SE/Monitoring, UHBVN, was consulted on the modalities for electrification to facilitate individual permanent connections for residents of Parsvnath City. The counsel for the Appellant and RWA representatives (Shri Shiv Ram, House No. A-169, and Shri Sandeep Rana) apprised that residents had already remitted External Development Charges (EDC) and Infrastructure Development Charges (IDC) ranging from Rs. 5.5 lakhs to Rs. 6.5 lakhs per plot to the developer prior to possession, aggregating approximately Rs. 37 crores. Notwithstanding this, permanent connections remain elusive,

constituting a egregious lapse on the part of the developer in fulfilling its obligations to provide essential infrastructure in the township.

The counsel for the Appellant averred that Respondent No. 7 is deliberately evading filing replies, resorting to specious pretexts. It is unconscionable that, despite the substantial lapse of time since the township's inception, residents continue to rely on temporary connections, with no discernible efforts by the developer notwithstanding the collection of EDC and IDC charges. Furthermore, while Respondent No. 7 claims to have applied for license renewal in 2022, the status remains inexplicably opaque after over three years, leaving consumers in a protracted state of uncertainty attributable solely to the developer's inaction.

Having meticulously considered the submissions, counter-submissions, and the totality of circumstances, including the repeated non-adherence to prior directives, the following mandatory directions are hereby issued to ensure compliance and advance the adjudication:

1. Respondent No. 7 (M/s Parsvnath Developers Limited) shall be personally represented by its Managing Director, Shri Sanjeev Kumar Jain, who authored the aforementioned email undertaking, at the next hearing without fail.
2. The said Managing Director shall file a comprehensive point-wise reply addressing all proceedings and directives issued thus far, supported by relevant documents and an affidavit attesting to its veracity.
3. An afresh undertaking, in the form of a duly notarized affidavit, shall be submitted by the Managing Director, specifying the precise date for depositing the entire outstanding amount, inclusive of surcharge, with the licensee, which shall not extend beyond 20.03.2026. Failure to comply shall invite stringent penal measures as per law.
4. The affidavit shall also delineate the status of EDC and IDC charges collected from residents, along with a detailed action plan for furnishing the requisite bank guarantee to cover charges for releasing individual connections, in strict accordance with HERC regulations.
5. The Respondent licensee (UHBVN) is directed to promptly compute the estimated cost for providing individual connections to residents of Parsvnath City, formulate modalities to redress the Appellants' grievances, and outline requisite actions under prevailing HERC regulations. This shall include reference to the approved electrification plan and any approvals necessary for modifications thereto, as prayed in the appeal. The same shall be submitted before the next hearing.

The matter is adjourned for further hearing and compliance verification. The case is now listed for 24.03.2026.

H. The counsel of appellant has submitted as under:-

1. That the Appellant herein are putting forth the present Application for placing on record the details of the bills paid by them either by way of demand drafts and other forms such as depositing money with the M/s Marksmen Ltd.
2. That it is pertinent to mention herein that the Appellants have been regularly paying their bills but even after doing the same, their electricity connections have been disconnected.
3. That the entire burden of paying the electricity bill rests upon the builder i.e., M/s Parsvnath and maintenance agency, who have been siphoning off the money deposited with them by the appellants for the purpose of electricity bills.
4. That the Appellants herein are suffering immensely due to the wrong doings of the builder and the said Marksmen agency.
5. That the electricity connections of the appellants may kindly be restored as there is festival of Holi coming up. The same will be spoiled if the electricity remains disconnected.

Prayer:

It is therefore, most respectfully prayed that the Annexure P-1A may kindly be taken on record and the electricity that stands disconnected may kindly be restored of the appellants herein, in the interest of justice.

I. On 15.04.2026 Electricity Ombudsman office has sent email to all the concerned parties which is as under:-

It is regretted to note that despite the clear directions issued by this office during the hearing held on 27.02.2026, no compliance report has been received till date from the Respondent SDO, RWA, and M/s Parsvnath Developers Limited. The continued non-compliance is viewed seriously and may invite adverse observations from this office.

In the interest of justice and to avoid further delay, the concerned respondents are hereby directed to submit their respective compliance reports without any further delay or excuse, in respect of the following directions:

1. Respondent No. 7, M/s Parsvnath Developers Limited, shall ensure personal appearance of its Managing Director, Shri Sanjeev Kumar Jain (who had authored the earlier email undertaking), at the next date of hearing, without fail.
2. The Managing Director shall file a comprehensive, point-wise reply to all the proceedings and directions issued in the matter so far, duly supported by relevant documents and an affidavit affirming the correctness and veracity of the contents thereof.
3. The Managing Director shall also submit a fresh undertaking in the form of a duly notarized affidavit, clearly specifying a definite and firm date for deposit of the entire outstanding amount, including surcharge, with the

licensee. The said date shall not, in any case, extend beyond 20.03.2026. It is made clear that any failure to comply with this direction shall invite stringent penal action as per law.

4. The aforesaid affidavit shall also clearly indicate the status of EDC and IDC charges collected from the residents and furnish a detailed action plan for submission of the requisite bank guarantee for release of individual electricity connections to the residents, in strict compliance with the applicable HERC Regulations.
5. The Respondent licensee (UHBVN) is directed to promptly compute the estimated cost for release of Individual electricity connections to the residents of Parsvnath City, formulate appropriate modalities for redressal of the grievances raised by the Appellants, and submit a detailed report outlining the actions proposed to be taken under the prevailing HERC Regulations. The report shall specifically refer to the approved electrification plan and any approvals required for modification thereof, as prayed in the appeal. The same shall be filed before the next date of hearing.

The matter is scheduled for hearing on dated 23.04.2026 at 11:00 A.M.

J. On email dated 21.04.2026 SDO respondent SDO has submitted compliance report which is as under: -

In the subject cited matter, it is submitted that as per Interim order passed by Hon'ble Electricity Ombudsman, Haryana on dated 27.02.2026, this office served notice to MD Parsvnath infrastructure City, Sector-35, Karnal to deposit complete electricity bill amount vide memo no. 721 dated 20.03.2026, Further, this office has disconnected electricity supply of temporary connection of Pashavnath Society on dated 21.04.2026 due to non payment of electricity bill.

Further, this office has already calculated internal and external infrastructure creation cost and will submit the same on next date of hearing that i.e. 23.04.2026.

K. On 22.04.2026 Advocates for Respondent no- 7 to 9 has submitted as under:-

This is in reference to Appeal No. 48 of 2025 titled Vikas Choudhary v. The SE, Monitoring, Sector-14, Vidyut Bhawan, Panchkula, pending before this commission which is listed for hearing on 23.04.2026.

In this regard, it is most respectfully submitted that the main counsel for the Respondent (7 to 9) is presently in Delhi and is unable to attend the proceedings due to a medical emergency in the family.

Further, the Managing Director (MD) of the Respondent company, whose personal appearance has been directed for tomorrow, is currently unwell and has been medically advised complete rest. In view of the same, it is not possible for the MD to be physically present for the hearing before your good self.

In light of the above circumstances, we kindly request:

1. That the personal appearance of the Managing Director be exempted for the hearing scheduled on 23.04.2026; and

2. That a Virtual Conferencing (VC) link be provided to enable representation in the matter.

We sincerely request your good self-kind consideration and hope that this commission allows the request as prayed.

- L.** On dated 23.04.2026, Shri Rajveer Singh, AGM (Projects) of the Company was appear alongwith authorization letter which is as under:-

UTHORIZATION TO Mr. RAJVEER SINGH TO APPEAR HEFORE HONOURABLE THE ELECTRICITY OMBUDSMAN, HARYANA

"RESOLVED THAT Mr. Rajveer Singh, AGM (Projects) of the Company be and is hereby authorized to represent and appear for and on behalf of the Company before the Honourable Electricity Ombudsman, Haryana in the appeal bearing no. 48/2025 titled as Vikas Chaudhary & Ors. Vs. the SE Monitoring & ors and to attend the present case and to sign the requisite applications, affidavits, undertakings, declarations, vakalatnamas, written statement and such other documents, etc, as may be required for this purpose and to make statements for and on behalf of the Company.

RESOLVED FURTHER THAT the said Mr. Rajveer Singh, be and is hereby authorized to do all such acts, deeds, matters and things as may be necessary for giving effect to this resolution.

RESOLVED FURTHER THAT a certified copy of the foregoing resolution be famished as may be required, under the signatures of any one of the Directors or the Company Secretary of the Company"

- M.** During hearing Shri Rajveer Singh has submitted an undertaking on behalf MD, PARSVNATH DEVELOPERS LIMITED which is as under:-

UNDERTAKING ON BEHALF OF PARSVNATH DEVELOPERS LIMITED

1. Sanjeev Kumar Jain, Managing Director of Parsvnath Developed Limited available at Parsvnath Tower, Near Shahdara Metro Station Shahdara, Delhi-110032, do hereby solemnly affirm as under:
 1. I say that I am the Managing Director of the Parsvnath Developers Limited and as such being conversant with the facts and I competent to affirm the present affidavit.
 2. I say that the present undertaking is being filed in pursuance of the Order dated 27.02.2026 passed by this Hon'ble Ombudsman whereby the undertaking was directed to specify the precise date for depositing the entire outstanding amount inclusive of surcharge with the license.
 3. I say that majorly the outstanding of electricity bill is on account of the common electricity which is being used by the allottees and the maintenance dues are not being paid by the allottees timely.

4. I say that Parsvnath Developers Limited would clear the outstanding electricity dues in respect to the Project, Parsvnath City, Sector-35, Karnal within a period of 4 weeks from today.
5. I say that the company has partly paid the EDC and IDC Charges to the DTCP and for the remaining outstanding amount of EDC and IDC Charges, the Company under the applicable scheme, has already offered certain Land to DTCP which is under consideration of DTCP.
6. I humbly request this Hon'ble Ombudsman to pass directions to Uttar Haryana Bijli Vitran Nigam Ltd (Authority) to immediately release the individual connections in respect to the Project, Parsvnath City, Sector-35, Karnal.
7. I say that the Undertaking is being filed under my instructions and based on the records maintained by Parsvnath Developers Limited and the contents thereof are believed by me to be true and correct.

VERIFICATION:

I, the deponent above-named, do hereby verify that the contents of the foregoing para are true and correct to the best of my knowledge and based on record maintained by Parsvnath Developers Limited, no part of it is false or incorrect and nothing material has been concealed therefrom.

N. The matter was taken up for hearing on 23.04.2026 as re-scheduled. The proceedings were attended by the concerned parties.

At the outset, an email dated 12.04.2026 at 22:05 hours was received from Ms. Nimisha, seeking exemption from physical appearance on behalf of the Managing Director of M/s Parsvnath Developer. The said request, having been made at a belated stage without any supporting documentary evidence and in complete disregard of the undertaking furnished during the hearing dated 27.02.2026, was found to be devoid of merit and accordingly not acceded to.

Subsequently, during the course of hearing, a request for appearance through video conferencing was made by Sh. Dipanshu Jain, supported by certain medical documents. However, as the hearing was already in progress and considering that the respondent-licensee officials were pre-occupied in scheduled proceedings before the Hon'ble HERC, the said request could not be entertained.

During the proceedings, the respondent SDO apprised that M/s Parsvnath Developer has failed to comply with the directions issued under the interim order dated 27.02.2026 and has not deposited any amount towards the outstanding dues. It was further submitted that, as a consequence of such continued default, the outstanding amount has escalated to Rs. 99,49,113/- (Rupees Ninety-Nine Lakh Forty-Nine Thousand One Hundred Thirteen only) as on date, thereby compelling the licensee to initiate disconnection proceedings in accordance with the applicable regulations.

The representative of the Resident Welfare Association (RWA) expressed grave concern regarding the imminent disconnection of electricity supply, submitting that the residents are being subjected to undue hardship, particularly in the prevailing extreme weather conditions, solely due to the persistent default on the part of the developer. A request was made for restoration/continuity of electricity supply.

In response, the respondent-licensee categorically submitted that in the absence of any payment against the substantial outstanding dues, there exists no alternative mechanism for recovery, and the developer has already failed to adhere to the deadline of 20.03.2026 stipulated in the interim order dated 27.02.2026. It was further emphasized that more than one month has elapsed since the said deadline without any compliance.

The SE/Monitoring, UHBVN, Panchkula, submitted that the issue of inadequacy charges and consequential relief to the residents can be considered only upon deposit of the outstanding dues, and that a similar mechanism has been adopted in analogous cases pertaining to other townships.

It is pertinent to note that upon conclusion of the hearing, Sh. Ranveer Singh, AGM (Projects), appeared on behalf of M/s Parsvnath Developer and submitted an authorization letter purportedly issued by the Company Secretary (though lacking proper identification and official stamp), along with an undertaking on behalf of the developer. The same was taken on record. As per Clause 4 of the said undertaking, it has been agreed that the matter shall be reviewed on a weekly basis with respect to deposit of outstanding dues. The representative further undertook to deposit a part of the outstanding dues within the current week and to remain present in the next hearing with proof of such payment.

In view of the above facts and circumstances, the following directions are hereby issued:

Directions to M/s Parsvnath Developer:

1. The developer shall deposit a portion of the outstanding dues within the current week and shall continue to make weekly deposits towards liquidation of the entire outstanding amount.
2. The authorized representative of the developer shall be permitted to participate in further proceedings only upon production of documentary proof of payments made to the respondent-licensee.

Directions to the Respondent-Licensee:

1. The respondent-licensee is directed to consider acceptance of the outstanding dues from the developer in four (04) installments; however, it is clarified that applicable surcharge/interest shall be levied strictly in accordance with the prevailing policy/regulations.
2. The licensee shall formulate and place on record a detailed plan for assessment of inadequacy charges and extension of relief to the residents, consistent with the framework adopted in similar cases in other townships.

Directions to the RWA:

1. The RWA is directed to actively engage with the respondent-licensee through the concerned SDO/OP and SE/Monitoring, UHBVN, Panchkula, for formulation of an inadequacy plan.
2. The RWA shall furnish requisite undertakings and documentation as may be required by the licensee to facilitate formulation and implementation of such a plan for the benefit of the residents.

All parties are directed to file their comprehensive and well-supported replies before the next date of hearing without fail.

It is further made unequivocally clear that any continued default or non-compliance on the part of M/s Parsvnath Developer with the directions issued herein and under the interim order dated 27.02.2026 shall invite strict action, including initiation of proceedings under Section 142 of the Electricity Act, 2003, without any further notice.

List the matter for further hearing on a weekly basis to monitor compliance.

The matter is adjourned for further hearing for 01.05.2026.

- O.** The matter was taken up for hearing today i.e. on 01.05.2026 as scheduled. The proceedings were attended by the concerned parties as noted above.

An email dated 30.04.2026 was received from the respondent SDO (Operation), Meerut Road seeking exemption from personal appearance on account of the visit of the Hon'ble Power Minister, Government of India to Karnal. The said request was taken on record and considered.

During the course of hearing, it was submitted on behalf of the respondent-licensee that M/s Parsvnath Developers has not deposited any amount this week towards the outstanding dues in compliance with the directions contained in the interim order dated 23.04.2026. The representatives of the RWA and the Appellant side expressed serious concern over the continued non-compliance by the developer and the resultant threat of disconnection of electricity supply to the residents of the township, particularly in the prevailing extreme heat conditions.

It was noted that despite the specific directions issued in the interim order dated 23.04.2026 and the undertaking/affidavit submitted by the developer, there has been no compliance whatsoever. No representative of M/s Parsvnath Developers Ltd. appeared before this forum today, in violation of the earlier undertaking.

In exercise of the powers vested in the Electricity Ombudsman under Section 42 of the Electricity Act, 2003 read with the relevant provisions of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2020 (as amended), and keeping in view the need to protect consumer interest while ensuring compliance with the regulatory framework, the following observations and directions are issued:

1. **Non-compliance by M/s Parsvnath Developers Ltd.:** There has been deliberate and continued non-compliance of the directions issued vide interim order dated 23.04.2026 and the undertaking given by the developer. The developer has failed to make any payment towards liquidation of the outstanding dues during the current week and has not ensured presence of its authorized representative with proof of payment, as mandated.
2. The respondent-licensee (UHBVN) is directed to: a. File a comprehensive status report on the outstanding dues as on date, along with details of any payments received after 23.04.2026 (if any). b. Consider and place on record the plan for assessment of inadequacy charges and extension of appropriate relief to the residents of Parsvnath City, consistent with the approach adopted in similar cases, subject to deposit of dues or suitable arrangements. c. Actively coordinate with the RWA for formulation and implementation of the inadequacy charges/relief mechanism, after receiving the requisite undertakings and documents from the RWA.
3. The RWA is directed to continue to actively engage with the licensee through the concerned SDO/OP and SE/Monitoring for early formulation of the inadequacy charges plan and to furnish all requisite undertakings/documentation as may be required by the licensee.
4. The respondent-licensee is further directed to examine the feasibility of clubbing all pending cases/complaints relating to M/s Parsvnath Developers Ltd. (including matters concerning release of connections, electrification plans, and non-submission of bank guarantees/security, if any) and place appropriate facts before the Hon'ble Haryana Electricity Regulatory Commission (HERC) for appropriate directions, including any proceedings for non-compliance.

It is clarified that the Electricity Ombudsman, while exercising quasi-judicial functions for redressal of consumer grievances in this appeal, has the power to issue appropriate interim directions to safeguard consumer interests pending final adjudication and to monitor compliance with its orders. Following directions are issued in the matter

- A. The licensee may take stringent steps for recovery of pending dues and come up with a recovery of pending dues.
- B. The managing Director of M/s Parsvnath Developer Ltd. is directed to personally attend the hearing for his deliberate non compliance to his own undertaking in the matter.

All parties are directed to file their detailed replies/affidavits/status reports, duly supported by documents, before the next date of hearing.

The matter is adjourned for further hearing on 07.05.2026 at 15:00 Hours. in the office of the Electricity Ombudsman, Haryana, at Ground Floor, Bays No. 33-36, Sector-4, Panchkula – 134109.

All concerned parties, including M/s Parsvnath Developers Ltd. and its representatives, are directed to appear in person or through duly authorized representatives with proof of compliance. Failure to comply with the directions or to appear may necessitate appropriate orders, including proceeding ex-parte, as per law.

It is made clear that strict compliance with the directions contained in the interim order dated 23.04.2026 and this order is expected, particularly to mitigate hardship to the residents of the township.

- P.** Today i.e. on 07.05.2026 hearing was attended by the Appellant, their counsel, and several residents/RWA representatives. The licensee (UHBVN) was represented by senior officials.

On behalf of the Developer, Shri Ashwani Kumar, Manager (Projects), appeared along with a proxy counsel. Despite explicit directions in the order dated 01.05.2026, the Managing Director, Shri Sanjeev Kumar Jain, failed to appear personally. No satisfactory explanation was furnished for this deliberate absence.

The Developer has also failed to comply with the solemn undertaking given by its Managing Director, Shri Sanjeev Kumar Jain, in the notarized affidavit/undertaking dated 20.04.2026, wherein a commitment was made to deposit the outstanding dues within four weeks. This undertaking has been brazenly violated.

During the hearing, it was admitted on behalf of the Developer that proceedings have been initiated before the National Company Law Tribunal (NCLT). However, no copy of the petition or order was produced despite specific queries. This conduct clearly demonstrates a deliberate strategy of using insolvency proceedings as a tool to evade statutory obligations and delay payment of legitimate dues to the licensee.

Outstanding Dues and Hardship to Residents

As per the submissions of the licensee, the outstanding dues against the single-point connection stand at approximately ₹70 lakhs (previous) plus a tentative current bill of ₹10 lakhs for May 2026, aggregating to around ₹80 lakhs. The Developer has made no payments despite repeated directions and undertakings.

The residents, including the Appellant, are being subjected to repeated disconnections and power cuts in the extreme summer heat solely due to the wilful default of the Developer. This amounts to gross negligence and unfair trade practice, causing immense hardship to law-abiding consumers who have already paid substantial amounts to the Developer towards infrastructure.

Observations on Misconduct

This Forum records its strongest disapproval of the conduct of M/s Parsvnath Developers Limited, its Managing Director Shri Sanjeev Kumar Jain, and its

representatives. The Developer has consistently adopted delay tactics, filed evasive replies (or none at all), violated undertakings given before this statutory authority, and shown utter disregard for the directions of this Forum constituted under Section 42(6) of the Electricity Act, 2003 and the HERC (Forum and Ombudsman) Regulations.

Such contumacious conduct not only undermines the authority of this Forum but also defeats the very purpose of the consumer grievance redressal mechanism. The Developer has made a mockery of the quasi-judicial proceedings by repeatedly seeking adjournments and failing to honour commitments. The attempt to seek shelter under IBC proceedings while continuing to enjoy the benefits of electricity supply without payment reflects a clear case of wilful default and abuse of process.

Decision

1. The present appeal arises out of the order dated 24.10.2025 passed by the CGRF, UHBVN, Panchkula in Case No. 80 of 2025, whereby the Forum, while acknowledging the grievances of the residents, granted only limited relief by directing action against delinquent officers without providing any effective or substantive redressal to the Appellant and other similarly situated residents of Parsvnath City, Karnal.
2. The core grievance of the Appellant and residents relates to the prolonged supply of electricity through temporary connections since 2019, repeated threats of disconnection due to massive outstanding dues attributable to M/s Parsvnath Developers Limited (hereinafter referred to as "the Developer"), failure of the Developer to provide individual permanent connections despite collection of External Development Charges (EDC) and Infrastructure Development Charges (IDC) from the plot holders, and the consequent harassment faced by the residents.
3. This Forum has conducted multiple hearings since the registration of the appeal on 15.12.2025. Detailed interim orders were passed on 12.01.2026, 16.02.2026, 27.02.2026, 23.04.2026, and 01.05.2026, wherein specific directions were issued to the Developer for deposit of outstanding dues, filing of replies, personal appearance of the Managing Director, and submission of undertakings/ affidavits.

In view of the above, after careful consideration of the pleadings, documents on record, submissions made across multiple hearings, and the persistent, deliberate, and contumacious non-compliance by the Developer, this Forum has reached the inescapable conclusion that no useful purpose would be served by keeping the present appeal pending any further before this forum.

The appeal is accordingly **dismissed as not maintainable for effective relief at this stage** due to the insurmountable obstruction created by the Developer's wilful non-compliance. However, this dismissal shall not prejudice the rights of the Appellant and other residents to approach the appropriate higher forum/Court of law (including but not limited to the Hon'ble Haryana Electricity Regulatory Commission or Hon'ble High Court) for appropriate relief, as they may be advised.

Directions

(a) **To the Licensee (UHBVN):**

- (i) The licensee is at liberty to take all coercive measures available under the Electricity Act, 2003, including disconnection of supply, for recovery of the outstanding dues.
- (ii) The licensee is directed to file appropriate proceedings under Section 142 of the Electricity Act, 2003 before the Hon'ble HERC for enforcement of orders and recovery.
- (iii) Upon clearance of dues or suitable bank guarantee/security as per regulations, the licensee shall expeditiously process applications for release of individual permanent connections after due assessment of inadequacy charges, in accordance with prevailing HERC regulations and instructions.

(b) **To the Appellant, Residents and RWA:** They are free to initiate appropriate proceedings before the competent forum/Hon'ble High Court for enforcement of their rights, including recovery, electricity dues, EDC/IDC amounts from the Developer, compensation for harassment, and directions for provision of permanent infrastructure after fulfillment of formalities of Licensees.

(c) **To M/s Parsvnath Developers Limited and its Managing Director:** They are put to strict notice that continued non-compliance may invite contempt proceedings, penal action under Section 142/146 of the Electricity Act, and other remedies available in law. Personal accountability of the Managing Director is also flagged for future proceedings acts of Ombudsman/non compliance. He cannot absolve himself from the responsibility being MD and is well aware of his acts.

A copy of this order be sent to all parties, including the Hon'ble HERC for information.

The instant appeal is disposed of accordingly.

Both the parties to bear their own costs. File may be consigned to record.

Given under my hand on 8th May, 2026.

Sd/-

(Rakesh Kumar Khanna)
Electricity Ombudsman, Haryana

Dated: 08.05.2026

CC:

Memo No.464-473 /EO/HERC/Appeal No. 48/2025

Dated:08.05.2026

1. Shri Vikas Choudhary S/o Suraj Bhan Singh R/o a-128, Parsvnath City, Sector-35, Karnal, Haryana (Email gehlawatsankalp@gmail.com)
2. The Managing Director, Uttar Haryana Bijli Vitran Nigam Limited, Vidyut Sadan, IP No.: 3&4, Sector-14, Panchkula (Email md@uhbvn.org.in).
3. Legal Remembrancer, Haryana Power Utilities, Shakti Bhawan, Sector- 6, Panchkula (Email lr@hvpn.org.in).
4. The SE, Monitoring, Sector-14, Vidyut Bhawan, Panchkula (Email semonitoring@uhbvn.org.in)
5. The Executive Engineer, (Op) City Divn, UHBVN Karnal at Urban Estate, Saini Colony Sector-12, Karnal, Haryana (Email xenopcitykarnal@uhbvn.org.in)

6. The Managing Director, Marksmen Facilities Pvt. Ltd. at Parsvnath Tower, Near Shahdara Metro Station, Shahdara, Delhi-110032 (Email mail@marksmenfacilities.com)
7. The Managing Director, M/S Parsvnath Developers Limited at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi-110032 (Email mail@parsvnath.com)
8. The Chairman, Ad-Hoc Committee, Parsvnath City, Resident Welfare Association (RWA), Parsvnath City, Karnal, Meerut Road, Sector-35, Karnal (Email parsvnathcity1@gmail.com)
9. The Managing Director, Perpetual Infrastructure Pvt Ltd C/O M/S Parsvnath Developers Limited At Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi-110032 (Email secretarialdeptt@yahoo.com)
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