

Consumer Complaint No:DC/80/CC/437/2024

In the matter of:

Sh. Mukesh Kumar
S/o Late Sh. Phool Singh

Present address:
Flat No.19,
Ground floor,
Delhi Govt. Officers Flats
33-Rajpur Road, Civil Lines,
Delhi-110054.

Permanent Address:
SL-22, Shastri Nagar,
Ghaziabad-201002,
Uttar Pradesh.

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Complainant

Vs

M/s Madhanchal Vidyut Vitaran Nigam Ltd. (MVVNL)
4-A, Gokhale Marg,
Lucknow-226001.

...

Opposite Party No.1

Executive Engineer EDD-3 Bisauli
Electricity Distribution Division (EDD)-3,
M/s Madhyanchal Vidyut Vitaran Nigam Ltd. (MVVNL)
Badaun road, Bisauli-243720 (UP)

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Opposite Party No.2

Executive Engineer (Store)
M/s Madhyanchal Vidyut
Vitaran Nigam Ltd. (MVVNL)
Avas Vikas Colony, Badaun-243601 (UP)

...

Opposite Party No.3

ORDER
06/04/2026

Ashwani Kumar Mehta, Member:

1. The final arguments in this matter were heard and the case was kept for orders on 23.05.2025 but the order could not be pronounced well in time due to acute shortage of staff. There is just one Junior Assistant and two stenographer/PA

posted in this Commission since almost one year. As a result, the commission is facing acute difficulty in its functioning. One staff is managing the official establishment work and case filing counter of the Commission whereas two stenographers are recording the court proceedings because there is no staff to assist the Commission for running the court. The Junior Assistant, who is managing the official establishment work and case filing counter together, is also facing difficulty in performing his duties due to immense workload. This Commission has made several requests for posting more regular staffs in this Commission as per sanctioned strength but the posting of fresh staff is yet to be done and proper functioning of this Commission is adversely affected. However, as per the directions of the Hon'ble High Court of Delhi, this matter has been taken up for pronouncing the orders.

2. The present complaint has been filed under Section 35 of the Consumer Protection Act, 2019. The brief details of facts, as alleged by the Complainant in the Complaint in hand, are that:-

- a) the complainant is a farmer having his own agricultural land in Bhagwatipur Village, Tensil Shahabad, Dist Rampur, and also in Sirsanwan village, Tehsil Bisauli, Dist Badaun. In village Bhagwatipur, there is 10 inch bore-well for irrigation purpose. The agricultural Field of the Complainant is also having Govt. of India National Certification, called PGS Green Certificate no. 20241024104003, for growing crops under Organic Farming system. The complainant is also having certification for Organic Farming, vide certificate no. RCONF/GZB/23-24/234 from the National Centre for Organic and Natural Farming (NCONF), a Govt of India organization providing training for organic farming. The aim of the complainant is to grow crops and vegetable in organic farming model to obtain healthy food, i.e. without chemicals and pesticides, as these chemicals have already destroyed the strength of the soil and market is full of such vegetables that carry heavy metals critically exceeding their limits, particularly Chromium (Cr), Lead (Pb) and Cadmium (Cd), cancerous and hazardous to health, as reported in the survey report in Nov' 2022 analyzed by Bangaluru EMPRI, at [https://empri.karnataka.gov.in/uploads/media to upload1690960366.pdf](https://empri.karnataka.gov.in/uploads/media_to_upload1690960366.pdf) who was represented by the complainant himself before the National Green Tribunal.
- b) to cover shortage of irrigation due to non-availability of power supply in the area, the complainant has booked online Application no. 1008437304

for "Private Tube Well" connection, i.e. only electricity connection to those having their own certified bore-well in their agriculture land and thereby the complainant paid the processing fee 100/- vide Invoice no. P54037372 dated 19.07.2024, copy thereof has been annexed with the complaint as ANNEXURE- C-1.

- c) based on the online application no. 1008437304, a field visit was made by the OPs to estimate the cost and the said estimation was prepared on 13.08.2024, as approved by the OP no. 1 and further details of estimation were uploaded on the portal, copies thereof has been annexed with the complaint as ANNEXURE- C-2 (Colly).
- d) soon thereafter keeping in view the necessity of irrigation water for coming Rabi crop, the complainant made the payment as demanded in the estimate Rs.1,83,092/- without any delay on 13.08.2024 itself vide Receipt cum Invoice no. P54067066 in Application # 1008437304, and also got email confirmation of payment on 18.8.2024, copies thereof have been annexed with the complaint as ANNEXURE- C-3 (Colly). It was followed by filling up the B&L Form, i.e. Application for Permanent Supply of Energy on 18.08.2024, with other testimonials submitted to the OP no. 3, i.e. Executive Engineer (Stores), Badaun, who had given Serial No. 3273. Copy of the said Application for Permanent Supply of Energy has been annexed with the complaint as ANNEXURE- C-4.
- e) on getting serial no. 3273, the complainant came to know for the first time that there is a long queue of over 500 persons waiting to get the Transformer, Poles, Wires, etc from the OP no. 3. Accordingly, even on request for urgent supply of the equipments/ goods keeping in view coming Rabi Crop requiring heavy irrigation water, the OPs declined to supply these goods/ materials as the waiting period is very long, and the vendors were unable to make good their stock position.
- f) on these circumstances, the complainant was shocked to even know that only OPs are authorized to supply these materials/ goods, even though these are manufactured and supplied by their licensee vendors. Therefore, even-if the complainant seek refund for buying these equipments/ transformer etc. from the open market, the same is not allowed by the OPs
- g) the complainant was kept in dark about their transformer stock position and other parameters, model, qualities of the products, while giving detailed estimates and the delay was unrealistic and unreasonable that is hampering the entire crop cultivation process except by way of hiring Generator set, which is polluting air and should have been avoided by the statutory authorities and DISCOM like the OPs.
- h) the OPs are governed by their own rules with whims and fancies of their officials in managing their vendors for timely supply of goods, which are inconsistent with the provisions of Consumer Protection Act, 2019.

Therefore, there is need for imposing exemplary cost as applicable under the CP Act.

- i) harmed by the delay causing injury on account of productivity loss, financial loss, mental tension and air pollution risk, the complainant issued an email Legal Notice dated 02.11.2024, followed by reminder email notice dated 19.11.2024, copies thereof has been annexed with the complaint as ANNEXURE- C-5. However, there is no reply was received. Hence, the present consumer complaint has been filed.

3. The Complainant has also added to the allegations with relief on legal provisions:-

- i. the Opposite Party MVVNL is acting in two capacities, initially for supply and installation of the transformer, poles, wires, etc, which is governed under Consumer Protection Act, 2019. Thereafter, inspection of installation as well as supply of electricity are governed under Electricity Act, 2003. The present case is confined to the supply and installation of equipments/products such as transformer, poles, wires, etc, which is governed under Consumer Protection Act, 2019, and hence, the present complain falls within the subject matter jurisdiction of this Commission.
- ii. BECAUSE the provisions under Electricity Act, 2003, read with the Rules made there-under, is confined to the generation, transmission, distribution, trading and use of electricity, as defined u/s 2(23) therein, and "supply" of electricity means sale of electricity to licensee or consumer u/s 2(70) therein. Such a stage shall arise only upon the installation of equipments (i.e. transformer, poles, wires, etc). These equipments are not manufactured by the OP/(MVVNL) but procured by it from the private vendors through tender/ license process and sold to the consumers such as the complainant herein against payment. Hence, supply of these equipments against payment shall fall within the subject matter of this Commission;
- iii. BECAUSE the Complainant is the "consumer" within the meaning u/s 2 (7) of the Consumer Protection Act, 2019, in respect of the equipments (i.e. transformer, poles, wires, etc) for which payment has been made by the complainant on 13.08.2024 against the MVVNL estimate given on 13.08.2024;

- iv. BECAUSE the Opposite Party has collected money towards supply of transformer, poles, wires and other material against Invoice no. P54067066 Application no. 1008437304, which are "product" within the meaning u/s 2(33) of the Consumer Protection Act, 2019;
- v. BECAUSE the Opposite Party is the supplier of the 'product' herein and as such the Opposite Party is the "product seller" within the meaning u/s 2(37) of the Consumer Protection Act, 2019;
- vi. BECAUSE the Complainant has right to be informed about the availability of the stock quantity and other parameters of the product being sold, for which 100% value is demanded vide Invoice no. P54067066 Application no. 1008437304 dt 13.08.2024. The OPs have never disclosed the same to the Complainant and rather compelled to pay full amount within 90 days without assurance of installing the same at the premises of the complainant. Hence, the OPs have committed unfair trade practice within the meaning u/s 2(47) Consumer Protection Act, 2019;
- vii. BECAUSE payment and delivery of goods are concurrent conditions, unless otherwise agreed as per provisions u/s 32 of the Sale of Goods Act, 1930. The OPs have given the estimate on 13.8.2024 for payment within 90 days towards supply of goods. Moreover, more than 100% amount was demanded against the goods, considering actual consumption of wire at the time of installation. Such an amount being more than 100% was collected by the OPs without having stock thereof. In fact instead of demanding booking amount subject to availability of stock, the OPs have demanded 100% value of the goods. Such a practice is illegal and unfair trade practice within the meaning u/s 2(47) of Consumer Protection Act, 2019 in respect of false representation on stock quantity against which full payment was received by the OPs.
- viii. BECAUSE goods cannot be sold unless carrying sufficient stock for sale. The complainant made the full payment on misrepresentation that the OPs are having sufficient stock to install the same without any delay. However, it was only after making full payment against the estimate that the OPs are asking for the waiting time to stock to come from their vendors. For such misrepresentation, the OPs have liability

towards "unfair trade practice" and pay the damages of ₹1000/- per day of delay

- ix. BECAUSE there was no Agreement to sell by the OPs in respect of goods not available in stock. As such, there was no demand towards booking amount limiting to 10% of the value of the goods being sold. Instead the OPs collected more than 100% value of the product/ goods in absence of the stock. This is a clear case of "Unfair Trade Practice" within the meaning u/s 2(47) Consumer Protection Act, 2019;
- x. BECAUSE the selling a "product" without having its stock for delivery is a deceptive advertisement prohibited under the law. The Consumer has right to be informed accurately about stock availability. In case the stock is not available, the consumer must be allowed to procure the same from the open market. By not disclosing the facts regarding non-available stock at the time of demanding 100% value of the goods/ products, the OPs have "misrepresented" the Complainant amounting to offence u/s 89 of the Consumer Protection Act, 2019;
- xi. BECAUSE the OPs have created monopoly in the market and charging exorbitantly and not allowing buyer to purchase these products from the open market. As such, the OPs are indulging in "restricted trade practice" monopolizing the product and its prices without any condition for timely supply of their products, violating the provisions u/s 2(41) of the Consumer Protection Act, 2019;
- xii. BECAUSE after pursuing with the OPs for supply of goods/ products (i.e. Transformer, Poles, Wires, etc) despite full payment made on 13.08.2024, the Complainant was injured financially, productively and mentally as his upcoming wheat crop could be cultivated only against exorbitant rentals of Generator set of 10 HP consuming expensive large quantity of diesel and thereby polluting the air quality as an unavoidable circumstances due to unjustified delay in supplying the transformer, poles, wires, etc for installing the electricity connection at the farm land of the complainant. As such, the OPs are also liable to cause air pollution in the region due to delay in supplying the goods/ products for installation of electricity for farm land.

4. The complainant has sought compensation and damages as per the calculations made as under:

	<u>Description</u>	<u>Amount</u>
1)	For delay in supply of goods/ products (i.e. Transformer, poles, wires, etc.) @ Rs.1000/- per day for the period w.e.f. 13.08.2024 till date - 112 days affecting Rabi crops and subsequent seasonal crops each day and incapacity to cultivate vegetables (to be recovered till actual installation of these materials at the Private Tube Well Location of the Complainant.	Rs.1,12,000/-
2)	For Unfair Trade Practice in demanding full amount in absence of stock and for misleading Estimate/demand/ advertisement by not disclosing stock availability, quality, grade, composition, style, model etc. u/s 2(47) amounting to penalty u/s 89 CPA payable to the victim/ Complainant	Rs.10,00,000/-
3)	For Restricted Trade Practice by demanding 100% value and then delaying supply for indefinite period, restricting the Complainant to opt supply of goods/products only from OPs even though good quality products at much cheaper rates could have been procured against available stock from the open market, violating provisions u/s 2(41)	Rs.10,00,000/-
	TOTAL DAMAGES	Rs.21,12,000/-

Plus future damages @ Rs.1,000/- per day of delay in installing the transformer, poles, wires, etc.

5. The complainant has, therefore, prayed before this Commission to pass the following order:-

- i. To direct the OPs to immediately supply of goods (i.e. Transformer, poles, wires, etc) to the Complainant without any delay;
- ii. To award damages Rs.21,12,000/- as per calculations given in para no. 6 above;

- iii. To grant interest including pendent lite and future interest @ 18% p.a. till actual realization of the entire sum from the Opposite Parties in favour of the Complainant;*
- iv. To award further cost towards present litigation; and/or*
- v. To pass such other order(s) and give further relief which this Hon'ble Consumer Commission may deem fit and proper in the facts and circumstances of the present case and in the interest of justice.*

6. The Complainant has also filed copies of MVVNL Receipt dt. 19.07.2024 for Rs.100/-against online application no.1008437304, MVVNL Estimate dt. 13.08.2024 for Rs.1,83,092/- against Application no.1008437304 issued by OP No.1 & 2 respectively, MVVNL payment receipt dt. 13.08.2024 for Rs.1,83,092/- against Invoice no. P54067066, Application no.1008437304 with email acknowledge dt. 18.08.2024, form dt. 18.08.2024 i.e. application form for requisition of supply of Energy, legal notice dt. 02.11.2024 with reminder email dt. 19.11.2024 and certificate u/s 63(4)(c) Bhartiya Sakshya Adhinyam, 2023 along with the complaint to substantiate the allegations.

7. The Complainant has filed additional documents stating/ undertaking that:-
- i. the OPs have not installed the “Electricity Line” for the Private Tube Well of the Complainant till date despite rigorous follow ups on phones, personal meetings etc.
 - ii. on 01.05.2025, the complainant has again requested to expedite installation of the Electricity Line on his agricultural field in village Bhagwatipur. The copy of the representation dated 01.05.2025 duly acknowledged by hand has been annexed with the complaint as ANNEXURE- A-1.
 - iii. the complainant has already suffered the irrigation of his field continuously, including cultivation of wheat crop in Oct-Nov, its requirement of regular irrigation by arranging diesel generation set difficult to arrange, and it was harvested in April' 2025 with very low produce. Now the season for maize cultivation has already gone in April' 2025 in absence of irrigation. The upcoming rice cultivation is also going to suffer in July' 2025 is the electricity line is not installed in time, cause huge losses for his entire farm land admeasuring 4 acres (approx).

iv. there is need for urgent installation of electricity line, so that electricity supply can be activated for irrigation purpose in the farm land of the complainant.

8. Accordingly, notices were issued to the OPs to defend the complaint before the commission but the OPs neither appeared nor did send any communication despite proper service of the notice. Since the OPs have chosen not to contest the allegations levelled in the complaint despite service and has been proceeded ex-parte, the allegations made by the Complainant have remained un-rebutted.

9. The complainant has filed evidence by way of Affidavit. Therefore, the complaint has been examined on the basis of the documents/evidences and material available on records. The Opposite Parties, despite due service of notice, failed to appear and contest the matter and were proceeded ex-parte. The evidence led by the Complainant has remained unrebutted and uncontroverted, and there is no reason to disbelieve the same as the evidence placed on record by the complainant appear sufficient to prove the allegations. Since the OPs have chosen not to contest the allegations levelled in the complaint despite service, it is considered as deemed acceptance of the allegations of deficiency of service and unfair trade practice by the OPs. However, the case has also been examined on merits also and it has been observed that :-

- a. The present dispute pertains to supply and installation of infrastructure after payment, and not to unauthorized use or billing disputes. Therefore, jurisdiction of this Commission is clearly maintainable.
- b. The Hon'ble Supreme Court in U.P. Power Corporation Ltd. vs. Anis Ahmad [2013] 8 SCC 491 clarified that although certain matters relating to electricity fall under the Electricity Act, consumer complaints relating to deficiency in service are maintainable under the Consumer Protection Act.

- c. It is undisputed that the Complainant deposited the entire amount of ₹1,83,092/- pursuant to the estimate dated 13.08.2024. However, the Opposite Parties failed to supply and install the electricity infrastructure within a reasonable time despite receipt of full payment. Once full consideration was received, the Opposite Parties were under a legal obligation to ensure timely execution of the work. The Hon'ble Supreme Court in Lucknow Development Authority vs. M.K. Gupta (1994) 1 SCC 243 held that where a public authority fails to perform its duty after accepting consideration, it amounts to deficiency in service, and compensation must be awarded for harassment and mental agony.
- d. Applying the above principles, the Opposite Parties, after collecting full payment, were under a statutory and contractual obligation to execute the work within a reasonable period. Their failure to do so amounts to deficiency in service under Section 2(11) of the Consumer Protection Act, 2019.
- e. The Opposite Parties demanded and collected 100% payment without disclosing material facts regarding non-availability of stock and long waiting period. The Hon'ble Supreme Court in Ghaziabad Development Authority vs. Balbir Singh (2004) 5 SCC 65 held that where an authority collects money without the ability to deliver within a reasonable time, such conduct is arbitrary and compensation must follow.

f. In the present case, the Opposite Parties failed to disclose Stock availability, Expected delivery timeline and Existing waiting queue which amounts to misrepresentation and unfair trade practice under Section 2(47) of the Act. The Opposite Parties cannot be permitted to collect full payment and thereafter keep the consumer waiting indefinitely on the pretext of internal procurement issues. Such conduct is arbitrary, unreasonable, and violative of consumer rights.

10. In view of the above observations, we are of the considered view that the complainant has suffered directly due to deficient service and unfair trade practice on the part of the OPs in terms of the deficiency defined in the Act which includes any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained in relation to any service and includes any act of negligence or omission or commission by such person which causes loss or injury to the consumer.

11. We also take note of the fact that the Complainant, being a farmer requires timely irrigation for agricultural activities. Due to the delay, he was compelled to arrange alternative irrigation through diesel generators, causing financial burden, Reduced agricultural productivity and Environmental harm. On the other side, the Opposite Parties, being a public utility service provider, are expected to act with greater responsibility and sensitivity, which they have failed to do which has also caused mental agony and harassment to the complainant and therefore, the OPs are also liable to compensate the complainant on this account also. The Hon'ble Supreme Court in Charan Singh vs. Healing Touch Hospital (2000) 7 SCC 668 held that compensation must be just, reasonable, and commensurate with the loss and harassment suffered, and not punitive or excessive.

12. While the Complainant has claimed ₹21,12,000/- as compensation and damages, this Commission finds the same to be excessive in certain heads and not fully supported by strict proof and requires moderation but acknowledges substantial hardship and harassment. We have also noted from the documents filed

by the complainant that under PMFBY, the complainant's crop has been insured for a sum of Rs.148594.04. As such, we consider that the compensation and damages to the tune of Rs.75000/- shall meet the ends of justice.

13. Therefore, we feel appropriate to direct the OPs to immediately supply the goods (i.e. Transformer, poles, wires, etc, for which the complainant has deposited the entire amount of ₹1,83,092/- pursuant to the estimate dated 13.08.2024) to the Complainant within 45 days from the date of receipt of this order, failing which the OPs shall be liable, jointly & severally, to pay Rs.1000/- per day to the complainant after expiry of the 45 days till the supply of goods.

14. In addition to the directions made in para 13 above, we also direct the OPs, to pay Rs.75000/-, jointly and severally, to the complainant as compensation and damages as discussed in para 11 & 12 above within 45 days from the date of receipt of this order, failing which the OPs shall be liable to pay this amount, jointly and severally, with interest @9% per annum from the date of expiry of 45 days till the date of payment.

15. Order be given to the parties in accordance with rules. Order be also uploaded on the website. Thereafter, file be consigned to the record room.

ASHWANI KUMAR MEHTA
Member
DCDRC-1 (North)

DIVYA JYOTI JAIPURIAR
President
DCDRC-1 (North)