

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/394/2023**

DEEPAK MARWAHA

PRESENT ADDRESS - SON OF SH. ASHOK KUMAR VERMA, AGED ABOUT 48 YEARS, R/O HOUSE NO, 3095, SECTOR 46-C, CHANDIGARH. CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

M/S INDIAN OIL-ADANI GAS PRIVATE LIMITED,  
PRESENT ADDRESS - CORPORATE OFFICE 1ST FLOOR, TOWER-B, WINDSOR IT PARK,  
SECTOR 125, NOIDA-201303 U.P. THROUGH ITS MANAGING  
DIRECTOR.CHANDIGARH,CHANDIGARH.

M/S INDIAN OIL-ADANI GAS PRIVATE LIMITED,  
PRESENT ADDRESS - PLOT NO. 16, IT PAR, SECTOR 22, PANCHKULA THROUGH ITS  
BRANCH MANAGER.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

**AMRINDER SINGH SIDHU , PRESIDENT  
BRIJ MOHAN SHARMA , MEMBER**

**FOR THE COMPLAINANT:**

**FOR THE OPPOSITE PARTY:**

**DATED: 04/12/2025**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**

**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/394/2023
Date of Institution	:	03/08/2023
Date of Decision	:	04/12/2025



that he is owner of house No.3095, Sector 46-C, Chandigarh, where his Taya Ji and Tayi Ji (uncle and aunt) are residing for the last more than 20 years. On the allurement of the agent of the OPs, complainant got domestic PNG connection at his aforementioned residence in the year 2018 and till May 2023, regularly paid the bills raised by the OPs as per consumption. To the shock of the complainant, OPs raised bill dated 29.5.2023 (Annexure C-5) of 29,622/- and upon enquiry he came to know that the same was for the period of last five years i.e. from 31.8.2018 to 15.3.2023. Complainant showed the previous payment record and requested the OPs to correct the bill but he was informed that the meter is faulty since installation and the complainant was paying the pro rata charges only and thereafter told him to pay 21,833/- after adjustment of 7,739/- paid by him during the period of 31.8.2018 to 15.3.2023. The complainant sent emails dated 31.5.2023 & 2.6.2023 (Annexure C-6 & C-7) and also served legal notice requesting the OPs to correct the bill. In response to the same, vide email dated 19.6.2023 (Annexure C-10) OPs informed that during AMC it was observed that the meter was not working and since beginning bills were generated on minimum charge basis. The complainant immediately replied the aforesaid email vide his email dated 19.6.2023 (Annexure C-11) and explained all the facts. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OPs, complainant has filed the instant consumer complaint.

2. In their written version OPs averred that the domestic PNG

connection was issued in the name of Mr.Inder Kumar Varma on the basis of documents supplied by him and in January 2023, the same was transferred in the name of the complainant on his application for transfer of the same. It is stated that the bills before May 2023 showed no consumption of gas as such the bills were raised on minimum charges. The domestic operations team of the OPs visited the domestic connections and proactive maintenance of the same i.e. AMC and during visit to complainant's residence, it was found that the meter was not working/at fault. Accordingly, OPs raised the correct bill dated 29.5.2023 after adjusting the previous bills payments made by the complainant and the amount payable is 21,883/- and not 29,622/-. The remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on their part, OPs prayed for dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OPs and reiterated his own.

4. Parties led evidence in support of their case.

5. We have heard the learned Counsel for the parties and have gone through the documents on record, including written arguments.

6. Admittedly, OPs had issued the domestic PNG connection in the year 2018 initially in the name of Sh.Inder Kumar Varma and subsequently the same was transferred in the name of the complainant in the year 2023.

It is further the admitted case of the parties that the OPs had issued the invoice dated 29.5.2023 (Annexure C-5) showing total current charges of 29,622.30.

7. In this regard, the case of the complainant is that the consumption bills raised by the OPs from the date of installation till May 2023 were regularly paid and the bill (Annexure C-5), being highly excessive, OPs are liable to correct the same. On the other hand, the defence of the OPs is that earlier the bills were issued on minimum charge basis and when the meter at the premises of the complainant was found to be not working/at fault, they raised the bill dated 29.5.2023 after adjusting the previous bills made by the complainant.

8. However, we do not find any merit in the defence of the OPs because perusal of the twenty four bills, placed on record by the OPs themselves during the pendency of the present consumer complaint, clearly reveals that sixteen out of them were on "actual invoice" basis meaning thereby after recording actual reading whereas the remaining eight were on "estimate invoice" basis. Hence, it cannot be said that all the bills were issued on minimum charge basis.

9. So far as the defence of the OPs that the meter of the complainant was found to be not working/faulty by their domestic operations and maintenance team is concerned, no evidence in support of the same has been placed on record. OPs have also failed to prove with cogent evidence as to what remedial measures they had taken upon finding

the meter to be not working/faulty. It is also not the case of the OPs that they replaced the faulty meter or repaired the same. No report of the alleged team that inspected the complainant's premises has seen the light of the day. OPs have also failed to justify as to how they suddenly woke up from their deep slumber from the year 2018 (when the gas connection was issued) to suddenly realize in May 2023 that the meter was not working/faulty. Hence, the bill (Annexure C-5) showing the gas consumption (MMBTU) of 26.03519, which in the previous bill (Annexure C-4) was merely 0.00590, is held to be highly astronomical, beyond comprehension and merely on assumptions and presumptions.

10. It is settled law that one who asserts must prove and since in the present case it is the OPs who have asserted that the meter was found to be not working/faulty, therefore, burden to prove the same lies on their shoulders only. Here we are fortified by the judgment of the Hon'ble Apex Court in ***Mahakali Sujatha Vs. Branch Manager, Future Generali India Life Insurance Co. Ltd. & Anr., II (2024) CPJ 66 (SC)*** and the relevant portion of the same reads as under:-

*“50. .... The cardinal principle of burden of proof in the law of evidence is that “he who asserts must prove”, which means that if the respondents herein had asserted that the insured had already taken fifteen more policies, then it was incumbent on them to prove this fact by leading necessary evidence. The onus cannot be shifted on the appellant to deal with issues that have merely been alleged by the respondents, without producing any evidence to support that allegation..... A fact has to be duly proved as per the Evidence Act, 1872 and the burden to prove a fact rests upon the person asserting such a fact.....”*

11. In view of the ratio of law laid down above, mere bald averments of the OPs in their defence, sans any cogent documentary evidence in support of the same, cannot be believed. Thus, it is safe to hold that the OPs were unjustified in issuing the bill (Annexure C-5) asking the complainant to pay 29,622.30 as current charges, especially when the maximum bimonthly bill issued by the OPs themselves during all this period from 2018 to 2023 was 1197.73 only, and the said act certainly amounts to deficiency in service and unfair trade practice on their part and the present consumer complaint deserves to succeed.

12. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed as under :-

- (i) the invoice dated 29.5.2023 (Annexure C-5) raising the demand of 21,833/- is set aside.
- (ii) OPs shall pay 10,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

13. This order be complied with by the OPs within 60 days from the date of receipt of its certified copy, failing which the aforesaid amount at Sr.No.(ii) shall carry interest @ 9% per annum from the date of this order, till actual realization by the complainant.

14. The pending application(s), if any, stands disposed of accordingly.

15. Certified copy of this order be sent to the parties, as per rules.

After compliance file be consigned to record room.

**04/12/2025**

**[AMRINDER SINGH SIDHU]**

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**PRESIDENT**

**[B.M. SHARMA]**

**MEMBER**

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**AMRINDER SINGH SIDHU**  
**PRESIDENT**

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**BRIJ MOHAN SHARMA**  
**MEMBER**