

DAKSHIN HARYANA BIJLI VITRAN NIGAM

Sales Circular No. D-3/2019

From

CE/Commercial,
DHBVN, Hisar.

To

All CEs/SEs/XENs/SDOs/OP,
JEs-I, Incharge Sub office, in DHBVN,

Memo No. Ch-3/SE/Comml./R-16/173/2004/F-10

Dated: 5/1/2019

Subject: - Release of temporary electric connection within 300 to 900 meters from the crest of the outer parapet of the Air Force Station, Gurugram.

This Sales Circular is issued in compliance of the Order passed by Hon'ble Punjab & Haryana High Court Chandigarh on dated 18.12.2018 directing release of temporary electric connections within 300 to 900 meters from the crest of the outer parapet of the Air Force Station, Gurugram. The relevant portion of the order is as:-

"In view of the aforesaid stand taken by the Ministry of Defence, it is open to Dakshin Haryana Bijli Vitran Nigam Ltd. to provide temporary electric connection to the houses falling between 300 to 900 meters from the crest of the outer parapet of Air Force Station, Gurgaon. It is being made clear that grant of such temporary electricity connections shall not create any vested right in favour of the persons whose houses are situated within the aforesaid area."

Operation Circles I & II of Gurugram sought clarifications regarding the category under which these new connections are to be applied and released. The matter is clarified as under:

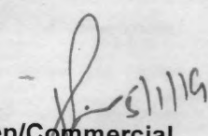
1. Intent of the word "temporary" as used by Hon'ble Punjab & Haryana High Court is restricted to the extent that the applicants after release of connections by DHBVN do not at any stage claim ownership of the land and that the same can be removed / dismantled anytime without any legal claims whatsoever on this ground. In other words the release of electricity connection to such applicants/residents shall not vest any legal right in favour of persons whose houses are situated/falling between 300 to 900 meters from the crest of the outer parapet of Air Force Station, Gurgaon.
2. For all intents and purposes, the connections from the applicants residing in the area situated/falling between 300 to 900 meters from the crest of the outer parapet of the Air Force Station, Gurugram will be applied and released under the domestic category supply only.
3. To safeguard against the ownership claim by such applicants, an Indemnity Bond on NJSP of Rs. 100/- shall be obtained from each such applicant as per

the enclosed format with other documents at the time of submission of application.

4. This circular will be applicable only to the applicants residing in the area situated/falling between 300 to 900 meters from the crest of the outer parapet of Air Force Station, Gurugram.
5. In view of very high number of applications expected in a short span of time, off-line applications and payments may also be accepted and the same be uploaded on-line subsequently within two working days.
6. Utmost care shall be taken to ensure that connection is not released to the houses located within 300 meters from the crest of the outer parapet. GPS technology shall be used for this purposes.

The above instructions be brought to the notice of all concerned for meticulous compliance.

DA: Copy of Indemnity Bond


**Xen/Commercial,
For CE/Commercial,
DHBVN, Hisar.**

INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENT THAT I, _____
son of Sh. _____ resident of
_____ (hereinafter called the Principal Party) do hereby
bind myself and my respective legal heirs, executors, execution administrators
and legal representatives to indemnify to Dakshin Haryana Bijli Vitran Nigam
(hereinafter called the Nigam, which expression shall include its successors and
assigns) on demand the entire cost and damages in respects of all actions,
proceedings or any damages claimed or to be claimed against the Nigam by any
person claiming through or under him/her at any stage by reason of giving of the
electric connection by the Nigam to the Principal Party. Date _____
day of _____ 2018.

WHEREAS the above bounden Principal Party namely
_____ son of Sh. _____ is in full
knowledge of the decision dated 18.12.2018 of the hon'ble Punjab & Haryana
High Court in CM no. 7741 – CWP no. 2014 in CWP no. 18679 of 2010 and other
connected cases where temporary electric connection in the houses falling
between 300 to 900 meters from the crest of the outer parapet of Air Force
Station, Gurugram have been permitted subject to the following condition:

“that grant of such temporary connections will not create any right /
title in favour of the persons whose houses are within 300 to 900 meters from the
crest of the outer parapet of Air Force Station, Gurugram.

WHEREAS the above bounden Principal Party namely
_____ son of Sh. _____ has applied
for new connection in the name of _____ AND WHEREAS
the Principal Party is the occupier of land for the last _____ years / months in
slum colony or un-authorized colony or prohibited area and the land on which it is
situated is allegedly his/her owned/possessed by Govt., but has applied to
DHBVN for electricity connection and whereas the connection shall be
sanctioned/permited to him/her, the Principal Party subject to his/her furnishing
an indemnity bond in favour of the Nigam indemnifying the Nigam against all
actions, proceedings or damages claimed or to be claimed against the Nigam by
any person including the Principal Party or any person claiming through or under
him/her at any stage by reason of giving of the electric connection by the Nigam
to the Principal Party.

WHEREAS the Nigam can disconnect the connection at any time
without prior notice to the Principal Party residing in unauthorized colony/slum
colony/prohibited area and that the release of electric connection does not in any
way make the Principal Party the lawful owner or occupier of the premises i.e.
the electricity connection does not create right of occupancy/ownership of the
said land in the favour of Principal party.

AND WHEREAS the Principal Party has agreed to execute such a bond in favour of the Nigam as desired by it.

WHEREAS the Principal Party shall abide by all the directions and orders of DHBVN and any failure to do so may result in appropriate action by DHBVN which shall be at the sole discretion of DHBVN.

Now, therefore, this agreement witnesses that the Principal Party agrees and covenant with the said Nigam that the Principal Party does indemnify and shall hereinafter keep indemnified, the said Nigam against all actions and proceedings or damages claimed or that may be claimed against the Nigam by any person through or under him/her at any stage by reasons of the electricity connection by the Nigam to the Principal Party.

IN WITNESS WHEREOF the indemnifier, the surety and the Nigam have got their respective hands hereunto the day and the year first above written.

Further that I certify that house/premises for which I have applied for electricity connection falls outside first 300 meters from the crest of the outer parapet of Air force Station Gurugram. If at any time, it is established, even after release of the electricity connection, that my house/premises falls within first 300 meters from the crest of the outer parapet of Air Force Station Gurugram, DHBVN will be at liberty and in its full right to disconnect and dismantle all the electrical installations done at my house/premises and that I shall not claim anything, whatsoever, against the Nigam for any loss incurred by me or any inconvenience caused to me on this account.

Further that this indemnity shall be subject to applicable laws including a decision, regulation, etc. framed or passed by an authority of competent jurisdiction and the Principal Party shall abide by the same.

DEPONENT

Witnesses

1.

2,