

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

(Appointed by the Maharashtra Electricity Regulatory Commission
under Section 42(6) of the Electricity Act, 2003)

REPRESENTATION NO. 53 OF 2024

(REVIEW OF THE ORDER IN REPRESENTATION NO. 113 OF 2023)

In the matter of outstanding dues of PD consumers

Dilip Moreshwar Pathare Review Applicant
(Consumer No. 13011181991)

V/s

Maharashtra State Electricity Distribution Co. Ltd., Thane (MSEDCL)..... Respondent
(Torrent Power Limited (TPL)..... Distribution Franchisee, Bhiwandi)

Appearances:

Review Applicant: 1. Dilip Pathare
2. Adil Punjabi, Representative
3. Nadeem Ansari, Representative

Respondent :1. Ajay N. Bhasaketre, Addl. Ex. Engineer, TUC, MSEDCL
2. Sameer Desai, Manager, TPL


Coram: Vandana Krishna [I.A.S. (Retd.)]

Date of hearing: 31st May 2024

Date of Order : 5th June 2024

ORDER

This Review Application was received on 26th February 2024 under Regulation No. 22.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity


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Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) for review of the Order dated 29th January 2024 in Representation 113 of 2023 passed by the Electricity Ombudsman (Mumbai). The Electricity Ombudsman (Mumbai), by its order dated 29th January 2024 (impugned order) had rejected the grievance of the Applicant.


2. Aggrieved by this impugned order, the Applicant has filed this Review Application. The physical hearing was held on 31st May 2024. The Applicant and TPL were physically present. The Respondent MSEDCL joined through video conferencing. Parties were heard at length. The Applicant's written submissions and arguments are as below:

- (i) The Applicant and his wife, Dipali Dilip Pathare previously had four service numbers which were permanently disconnected due to non-payment of arrears. The details of the four service numbers are tabulated below:-

Table 1:

Service No.	Name	Address	Sanctioned Load	Date of Supply	Category	Status	MSEDCL Arrears			TPL Arrears (Rs.)	
							Principal (Rs.)	Interest (Rs.)	Total (Rs.)		
13011181991	Dilip Moreshwar Pathare	H.No.1367/1, SN 33/2, Kaneri, Adevi Road, Bhiwandi	16 HP	30.01.1998	Powerloom	PD	2,24,692	3,00,258	5,24,950	1,00,760	
13011182008	Dilip Moreshwar Pathare	H.No.1367/1, SN 33/2, Kaneri, Adevi Road, Bhiwandi	1 KW	30.01.1998	Commercial (lighting)	PD	90,337	1,22,500	2,12,837	2,712	
13011182016	Dipali Dilip Pathare	H.No.1367/1, SN 33/2, Kaneri, Varaladevi Road, Bhiwandi	16 HP	30.01.1998	Powerloom	PD	2,24,713	3,00,230	5,24,943	1,00,760	
13011182024	Dipali Dilip Pathare	H.No.1367/1, SN 33/2, Kaneri, Varaladevi Road, Bhiwandi	1 KW	30.01.1998	Commercial (lighting)	PD	90,337	1,22,500	2,12,837	2,712	
Total								6,30,079	8,45,488	14,75,567	2,06,944

[Note: During the hearing it emerged that the said connections were in a premises which was actually reserved for 'school', hence it seems that prima-facie the premises were an unauthorised construction, hence were demolished by the collector.]



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- (ii) The Applicant has found some errors in the impugned order and hence he has filed this review considering fresh evidence. The Applicant wants to submit two important papers before this Authority:
- 1) A copy of the Civil Writ Petition No.6373/1997 where the complainant was a party in the matter before the High Court.
 - 2) His reply to the submissions of MSEDCL/TPL dated 06.12.2023 and 04.12.2023 which will be new evidence for deciding the review application.
- (iii) During the hearing in the original representation, the Applicant had submitted the paper of the Civil Writ Petition No. 6373/1997, however the reply to the submissions of MSEDCL/TPL could not be submitted, which will be new evidence and will affect the original order.
- (iv) An additional prayer is added by the Applicant before the Electricity Ombudsman (Mumbai) as,

To refund the security deposit of all the four services along with interest right from 1997 onwards till this date.

During the hearing in the Forum, the Applicant requested a copy of CPL on 08.10.2021, which was handed to him on 05.04.2022. However, the grievance was already filed on 06.12.2021. Hence, he was not able to include the prayer of refund of security deposit in the prescribed Schedule A Form before the Forum. The Forum, during the hearing on 28.06.2022, permitted him to submit additional submissions. The additional submissions along with the prayer for a refund of security deposit was made on 29.06.2022 just the very next day of hearing. Hence, the security deposit prayer is a part and parcel along with the first prayer in the Forum. During the review in the Forum the Applicant had submitted 13 new evidence which were already on record, but the review application was rejected without going into the details of these additional submissions.


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- (v) The TPL in its reply has mentioned that *“In 2007, Respondent TPL informed the complainant to clear the outstanding dues of MSEDCL”*.

The Applicant would like to state that TPL never asked to clear his dues of MSEDCL by any letter. On the contrary when MSEDCL handed over its working to TPL on 26th January 2007, TPL was aware of the numerous live connections being billed fictitiously as well as permanently disconnected connections based on alleged outstanding dues which was described in the various clauses of the Distribution Franchisee Agreement for Bhiwandi.


- (vi) The Applicant referred to Commercial Circular No. 65 of 2007 in support of his grievance. The relevant portion is reproduced below:

“MSEDCL including all the Licensees / Distribution Companies have to issue a General Public Notice for redressal of the grievances of all consumers who feel aggrieved by the supplementary / amendment / average bills issued by the respective distribution companies. The said grievance is to be registered / lodged by the aggrieved consumer within a period of three months from the date of publication of such Public Notice.”

The Respondent MSEDCL deliberately did not publicize this issue to the consumers in 2007. **The Applicant was not aware that such a huge fictitious amount was outstanding in his name for MSEDCL dues.** The Respondent MSEDCL is duty bound to waive the fictitious bill, as there was no consumption because the premises was demolished within 55 days after issue of meters and before even starting the power loom activity.

- (vii) The TPL in its reply has mentioned that
“the cause of action for approaching the IGRC or CGRF first arose in 2003 or at the most in 2007 when the IGRC was established by the respondent, TPL.”

It is not understood how the complainant could go to the Forum when he was not aware of any dues outstanding against him, It was only around 11.08.2022 when the


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complainant went to inquire about his new connection status which he had applied for on 04.08.2021.

(viii) The TPL in its reply has mentioned that

“during the tenure since takeover i.e. from 2007, all the four services were billed with Assessed [Average] Status as the meters were not made available for reading. However, TPL is ready to settle the matter if meters of all the referred services are made available subject to testing for accuracy. Hence it is requested to kindly direct the concern either to make the meter available or to clear the electricity dues as mentioned.”


The meters had been removed way back in 1998 and taken into custody by MSEDCL. How can the Applicant make this meter available?

(ix) The TPL in its reply has mentioned that the Hon'ble Supreme Court has passed various Judgments stating that a newspaper article cannot be considered for evidence. The following Supreme Court Judgments held that newspaper articles/reports are not treated as evidence.

(a) The Supreme Court Judgment in Case of Laxmi Rai Shetty V/s State of Tamil Nadu.

(b) The Supreme Court Judgment in Case of Quamarul Islam v. S.K. Kanta (1994) (1 J.T. 452)


(c) In addition there are other decisions of the Supreme Court like Samant N. Balkrishna v. George Fernandez, (1969) 3 SCC 238; Laxmi Raj Shetty v. State of T.N., (1988) 3 SCC 319; Quamarul Islam v. S.K. Kanta, 1994 Supp (3) SCC 5; Ghanshyam Upadhyay v. State of U.P., (2020) 16 SCC 811; Kushum Lata v. Union of India, (2006) 6 SCC 180 and Rohit Pandey v. Union of India, (2005) 13 SCC 702, wherein the Court has observed that newspaper articles/reports by themselves do not constitute evidence of the contents and are only hearsay evidence.


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All this evidence pertains to speeches given by various persons and testimonies with no proper presentation. The 7/12 abstracts of this property are with the revenue department of the state government, the maps produced are from the Municipal Corporation Department, the photographs are taken by GPS camera, the satellite photographs are taken from Google Maps and last but not the least there is no hear-say and only solid proof in black and white. No paper cutting but the whole newspaper itself was given with all the details of the property, where the authorities were in action mode for demolition as per the direction of the Bombay High Court Civil Writ Petition No 6373/1997.

- (x) The MSEDCL or TPL never issued any bills nor any notice for recovery after 31.08.1998. **However, the services were kept live up till 18/11/2020. There was no mechanism for the Applicant to know his pending outstanding bills. Hence, this is not a regular grievance, but a special grievance, and hence the grievance was not time barred.**
- (xi) It seems that the Forum has totally relied on the submission that
“In 2007 Respondent, TPL informed the complainant to clear the outstanding dues of MSEDCL.”
- (xii) The Applicant applied for two new connections in his name and his wife’s name on 08.10.2021. The Respondent TPL informed him that there were outstanding dues in his name on 29th June 2022, just a day after the hearing date in the Forum i.e. 26/06/2022 where he had requested for the following documents :-
- Meter change slips of the above services
 - Route map showing the location of the above services
 - Duplicate bills of the above-mentioned services for the period 26th January 2007 onwards.


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d) Notices issued under Section 56(1) of the Indian Electricity Act, 2003 for recovery of arrears 26th January 2007 onwards.

(xiii) The TPL had replied vide letter dated 19-07-2022 that the said connections were released on 30-01-1998 by MSEDCL prior to takeover of Bhiwandi Circle by TPL, and informed that the required information was not available with them hence cannot be provided. This reply clearly shows that they were not aware of these services, then how come they say before the Forum that


“In 2007 Respondent, TPL informed the complainant to clear the outstanding dues of MSEDCL.”

Even if it is assumed that what TPL is saying is correct, then the question is whom did they inform? What mode of communication did they use? Did they have the mobile number of the Applicant? If they physically handed over a notice to the Applicant, where did they submit it when there were no premises on site? If they have given a notice then let them produce the acknowledged copy of the same. If they cannot produce it then their submission cannot be taken into account for deciding the order in this representation, and they be punished severely for providing false evidence and say.

(xiv) Again, TPL has mentioned in its submission that it was the duty of MSEDCL to send a notice to the consumer under Section 56(1) of the Act for recovery of its dues.

The Same procedure was to be followed by TPL in recovering their dues. Billing the consumers on “average” basis where there was no use of electricity, or in the absence of the meter, or billing of permanently disconnected services was rampant. Various political parties’ leaders were complaining to the licensee, about this.

(xv) Another reference can be taken from the minutes of the meeting held on 17-08-2009 at HSBC Building, Mumbai where top officials of TPL, officials of MSEDCL and consumer


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representatives were present. They had accepted that there are nearly 28000 consumers who were not in use and were not permanently disconnected but were billed on average basis, and there was a need to stop the average billing.

- (xvi) The demolition of the premises is of least importance in deciding the grievance of the consumer. Since the application of the consumer way back in the year 1998 that his meter was removed by then MSEB was more than sufficient to consider that the meters were removed and average billing was being done without supplying a single unit of electricity and no proper procedures for recovery were taken to recover the dues within the stipulated time frame and hence the dues are not recoverable by then after such a long period as per Section 56(2) of the Act and Regulations 16.9.2 of the Electricity Supply Code & SOP Regulations 2021.
- (xvii) The Applicant referred to the point no 2(i) page no 02 of 12 of the impugned order that
“Respondent raised an objection to the presence of the consumer representatives, as they mislead their clients, and the Forum has recorded its observations against them. TPL is willing to negotiate directly with the consumer but not with the representatives, as they go around finding cases to raise unnecessary and time barred grievances.”

The representative did not mislead him but on the contrary the Respondent TPL is trying to mislead the Forum. In the impugned order, it has been mentioned in point no 8 on page no 12 of 12 that

“The Appellant filed a complaint in the Forum regarding the alleged ‘fictitious’ billing for the first time on 06.12.2021. TPL was willing to go in for a settlement, but the Appellant (or rather his representatives) was not willing.”


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The TPL never called him nor tried to negotiate with him. The Applicant would not have to pay a single paisa since he had not consumed a single unit and had not installed any power loom in his premises, so where does the matter arise for negotiation with the Respondent?

- (xviii) There was error apparent from the face of the record in the impugned order. Hence, a review application fits in the frame of Regulation 22.1 of CGRF & EO Regulations 2020. It is requested that a transparent order be passed purely on merit and not on the basis of false evidence placed by the Respondent.
- (xix) In view of the above, the Applicant prays
- a) to waive off the faulty bills of MSEDCL.
 - b) to give “no dues pending” certificates for all the four services and copy of CPL after waiving the faulty bills of all the four services.
 - c) to refund the security deposit of all four services along with interest right from 1997 till date.

3. The Respondent MSEDCL & TPL filed their written replies on 03.04.2024 & 29.03.2024 respectively. Their submissions and arguments on 31st May 2024 are as below: -

- (i) This Review Representation No.53 of 2024 has been filed by the Applicant without any merit and without having any sufficient cause. Earlier, the Applicant filed a complaint case No.134/2021-22 and Review Case No.80/2023-24 with the Forum where the Applicant prayed as below:
- a) *To waive off the faulty bills of MSEDCL.*
 - b) *To give “no dues pending” certificates for all the four services and a copy of CPL after waiving the faulty bills of all the four services.*


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Aggrieved by the order of the Forum which rejected the above prayers, the Applicant filed a review application and a representation before the Electricity Ombudsman with prayers as below: -

- 1 *To waive off the faulty bills of MSEDCL.*
- 2 *To give “no dues pending” certificates for all the four services and copy of CPL after waiving the faulty bills of all the four services.*
- 3 *To refund the security deposit of all four services along with interest right from 1997 till date.*

The Applicant has changed his prayers in Review before the Forum (and Ombudsman) as compared to the original prayers before the Forum. Hence, the grievance is not maintainable. The present explanation given by the Applicant in this review is an afterthought and not a true statement.

- (ii) On 18.10.2023 the Forum had dismissed the Review application as no new case or evidence was brought on record which was not available at the time of the previous proceeding. The Applicant on 16.11.2023 filed Appeal no. 113/2023 in the Hon'ble Electricity Ombudsman challenging the order of Forum. On 29.01.2024 the Hon'ble Electricity Ombudsman held that there is no cause of grievance, the Applicant has not shown any loss, damage or inconvenience caused to him by the accumulating arrears of the PD connection, the Applicant was ignorant of his dues almost for 25 years. The Hon'ble Electricity Ombudsman held that the Forum has given a reasonable order and thus dismissed the Appeal and imposed a cost of Rs.3,000/- on the Applicant. Thereafter, the Applicant preferred to file this Review Application.
- (iii) **The Supreme Court in K C Naina held that the limitation of two years under Section 56(2) of the Electricity Act, 2003 is with reference to the bar on disconnection by the licensee. There is no limitation under Section 56 after the electricity is discontinued for**


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non-payment of dues. Recovery of electricity arrears is not barred by limitation under Section 56(2) of the 2003 Act.

- (iv) **All the above-mentioned four services are Permanently Disconnected. The Respondent informed that the Applicant can also avail of the benefit under 'Special Amnesty Scheme 2023', under which the consumer will have to pay 110% of the principal amount, and the balance arrears of interest will be waived off.**
- (v) The Applicant in his Review Application has failed to establish a mistake or error apparent on the face of the record to review the impugned order. Hence, this review application needs to be dismissed.
- (vi) The Applicant has not raised any new grounds nor produced any new relevant evidence, documents to support his claim in this Review Application.
- (vii) The Respondent relied on the orders of the Supreme court in Kamlesh Varma v/s Mayawati and Ors reported in 2013 AIR (SC) 3301, which held as: -

"8) This Court has repeatedly held in various judgments that the jurisdiction and scope of review is not that of an appeal and it can be entertained only if there is an error apparent on the face of the record. A mere repetition through different counsel, of old and overruled arguments, a second trip over ineffectually covered grounds or minor mistakes of inconsequential import are obviously insufficient."

- (viii) In the matter of Jain Studios Ltd v/s Shine Satellite Public Co. Ltd. reported in (2006) 5 SCC 501, the Supreme Court held as under: -


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"11. So far as the grievance of the Applicant on merits is concerned, the learned counsel for the opponent is right in submitting that virtually the Applicant seeks the same relief which had been sought at the time of arguing the main matter and had been negatived. Once such a prayer had been refused, no review petition would lie which would convert rehearing of the original matter. It is settled law that the power of review cannot be confused with appellate power which enables a superior court to correct all errors committed by a subordinate court. It is not rehearing of an original matter. A repetition of old and overruled argument is not enough to reopen concluded adjudications. The power of review can be exercised with extreme care, caution and circumspection and only in exceptional cases."

- (ix) Hence, it is requested to dismiss this Review Application and to direct the Applicant to comply with the order with immediate effect.

Analysis and Ruling

4. Heard both the parties and perused the documents on record. The issues raised by the Applicant were discussed at length in the hearing.

5. The Applicant contended that the new prayer of refund of security deposit was made under intimation to the Forum, and hence it is maintainable in appeal before the Electricity Ombudsman (Mumbai). His main issue is that the TPL as well as MSEDCL never asked him to clear his dues by any letter. The Applicant referred to Commercial Circular No. 65 of 2007 (Para 3 (viii)). The Respondent MSEDCL deliberately did not publicize this issue to the consumers in 2007. The meters were removed way back in 1998 and taken into custody by MSEDCL. The Applicant was not aware that such a huge fictitious amount of Rs.14.75 lakh was outstanding in his name for MSEDCL dues. The premises was demolished within 55 days after issue of meters and even before starting the power loom activity. Neither


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MSEDCL nor TPL issued any bills or notices for recovery after 31.08.1998, however, the services were kept live till **18/11/2020**. There was no mechanism for the Applicant to know his pending outstanding bills. He realized this only around 11.08.2022 when the Applicant went to inquire about his new connection status which he had applied for on 04.08.2021. The Applicant claims that the cause of action arose on **04.08.2021** when he applied for the new connections. The grievance is not time barred as the cause of action arose on 04.08.2021 and the Applicant approached the Forum on 06.12.2021. The Applicant should not have to pay a single paisa since he had not consumed a single unit and had not installed any power loom in his premises.

6. On the contrary, the Respondent contended that the recoverable arrears were continuously shown in the running / monthly bills dispatched to the Applicant from the date of connection. We have checked the Consumer Personal Ledger of the Applicant which clearly shows that the bills were processed and delivered to the Applicant regularly as per the routine procedure of bill distribution. The Applicant has himself admitted in the main representation that he received the bills in July / August 1999. The pendency of PD arrears is also available online and could have been seen by the Applicant over the last 25 years. The Applicant did not raise any grievance till 2021. As already decided in the main representation, the grievance is time barred as per Regulation 6.6/7.8 of CGRF & EO Regulations 2020/2021 respectively as the cause of action arose from the date of supply i.e. 30.01.1998; however, the Applicant approached the Forum on 06.12.2021 after a long period of about 23 years. After the lapse of such a long time, it is impossible to determine the facts relating to the connections as well as demolition of the premises, specifically whether the Applicant used the premises for some time or not or whether powerlooms were installed or not. In fact the newspaper cuttings submitted by the Applicant himself mention that

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This indicates that power looms might already have been installed there.


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We have examined a copy of the “unmetered” bill dated 16.08.1999 submitted by the Applicant for July 1999 during the original representation (This bill was for arrears of Rs.57,649/-). This indicates that he had received this bill, and that the connection was unmetered. (The Applicant was billed with fixed charges of Rs. 2800/- for July 1999 bill which is on record having sanctioned load of 16 HP at the rate of 175 per HP). It is understood that at that time due to shortage of meters, power looms were unmetered, and were billed only with fixed charges as a general tariff policy. In any case, it is not possible for us to go back in history and to determine the facts regarding such connections.


7. The Applicant filed a complaint in the Forum regarding the alleged ‘fictitious’ billing for the first time on 06.12.2021. The Regulation is reproduced as below:

“The Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen.”

8. The Applicant’s interpretation of the cause of action arising in the year 2021 is not acceptable, as it is based on a wrong interpretation. The cause of the action happened either when the premises were demolished or made PD i.e. in 1998 or in August 1999 when the Applicant claims to have received the bill for the first time. During the hearing, MSEDCL and the TPL were willing to go in for a settlement, but the Applicant was not willing to do so.

9. It is necessary to refer to the regulations for deciding the case of outstanding dues of PD consumers. The Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 came in force from 25.02.2021. The regulations relating to old outstanding dues of permanent connection (PD cases) is reproduced below:

“16. Billing


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16.9.2. *No sum due from any Consumer shall be recoverable after the period of Two (2) years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied as per Section 56 (2) of the Act **except for permanently disconnected Consumer.**
..... (Emphasis added)*

16.9.3. *In case of premises which are permanently disconnected or demolished for reconstruction, the liability of the arrears, if any, shall be passed on to the owners / occupiers. “*


It is crystal clear from the above provision that the Respondent is entitled to recover arrears even beyond 2 years, in the case of a PD consumer. The electricity dues, where they are statutory in character under the Electricity Act, 2003 and as per the terms and conditions of supply, cannot be waived of in view of the provisions of the Act itself, more specifically Section 56 of the Electricity Act, 2003. The period of limitation under Section 56(2) is applicable to the sum due under Section 56 for live consumers and not PD consumers.

10. Hon'ble Supreme Court by its Judgment dated 19th May 2023 in Civil Appeal No 2109- 2110 of 2004 in Case of K C Ninan V/s Kerala State Electricity Board & Ors has concluded regarding the recovery of PD arrears as below:

“ I. Conclusions


328. The conclusions are summarised below:

- a. The duty to supply electricity under Section 43 of the 2003 Act is not absolute, and is subject to the such charges and compliances stipulated by the Electric Utilities as part of the application for supply of electricity;*
- b. The duty to supply electricity under Section 43 is with respect to the owner or occupier of the premises. The 2003 Act contemplates a synergy between the*


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- consumer and premises. Under Section 43, when electricity is supplied, the owner or occupier becomes a consumer only with respect to those particular premises for which electricity is sought and provided by the Electric Utilities;*
- c. For an application to be considered as a ‘reconnection’, the applicant has to seek supply of electricity with respect to the same premises for which electricity was already provided. Even if the consumer is the same, but the premises are different, it will be considered as a fresh connection and not a reconnection;*
 - d. A condition of supply enacted under Section 49 of the 1948 Act requiring the new owner of the premises to clear the electricity arrears of the previous owner as a precondition to availing electricity supply will have a statutory character;*
 - e. The scope of the regulatory powers of the State Commission under Section 50 of the 2003 Act is wide enough to stipulate conditions for recovery of electricity arrears of previous owners from new or subsequent owners;*
 - f. The Electricity Supply Code providing for recoupment of electricity dues of a previous consumer from a new owner have a reasonable nexus with the objects of the 2003 Act;*
 - g. The rule making power contained under Section 181 read with Section 50 of the 2003 Act is wide enough to enable the regulatory commission to provide for a statutory charge in the absence of a provision in the plenary statute providing for creation of such a charge;*
 - h. The power to initiate recovery proceedings by filing a suit against the defaulting consumer is independent of the power to disconnect electrical supply as a means of recovery under Section 56 of the 2003 Act;*
 - i. The implication of the expression “as is where is” basis is that every intending bidder is put on notice that the seller does not undertake responsibility in respect of the property offered for sale with regard to any liability for the payment of dues,*


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like service charges, electricity dues for power connection, and taxes of the local authorities; and

- j. In the exercise of the jurisdiction under Article 142 of the Constitution, the Electric Utilities have been directed in the facts of cases before us to waive the outstanding interest accrued on the principal dues from the date of application for supply of electricity by the auction purchasers.*

329. Pending applications, if any, shall stand disposed.”

The Judgment is self-explanatory for recovery of PD arrears.

11. We are of the opinion that all important issues in sum and substance have already been covered in detail with reasoning in the original order dated 29.01.2024 in Representation 113 of 2023 of the Electricity Ombudsman (Mumbai). The review application is nothing but a mere repetition of the original representation.


12. The provisions with respect to review of orders passed by the undersigned is given in Regulation 22 of the CGRF & EO Regulations 2020. The relevant provision is quoted below: -

“22 Review of Order of Electricity Ombudsman

22.1 Any person aggrieved by an order of the Electricity Ombudsman, including the Distribution Licensee, may apply for a review of such order within thirty (30) days of the date of the order to the Electricity Ombudsman, under the following circumstances:

- (a) Where no appeal has been preferred;*
- (b) On account of some mistake or error apparent from the face of the record;*
- (c) Upon the discovery of new and important matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the order was passed.*

22.2 An application for such review shall clearly state the matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at


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the time when the order was passed or the mistake or error apparent from the face of the record.

22.3 *The review application shall be accompanied by such documents, supporting data and statements as the Electricity Ombudsman may determine.*

22.4 *When it appears to the Electricity Ombudsman that there is no sufficient ground for review, the Electricity Ombudsman shall reject such review application:*

Provided that no application shall be rejected unless the Applicant has been given an opportunity of being heard.

22.5 *When the Electricity Ombudsman is of the opinion that the review application should be granted, it shall grant the same provided that no such application will be granted without previous notice to the opposite side or party to enable him to appear and to be heard in support of the order, the review of which is applied for.”*


13. The Review Applicant has not brought out any new issue which has not been dealt with in the impugned order, which is the primary requirement for a review of this order under Regulation 22 of the CGRF & EO Regulations 2020.

14. In view of the above, the Review Application of the Applicant is rejected with a cost of Rs.5000/- and disposed of accordingly.

15. The Applicant is advised to approach the Respondent for withdrawal of fictitious arrears as a part of the settlement offer of the Respondent.

16. The Secretariat of this office is directed to refund the net amount of Rs. 20000/- (taken as deposit of Rs. 25000/-) to the Applicant.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

