

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 146 OF 2024

In the matter of disconnection

Nitin SoodAppellant
(Consumer No. 028533012461)

V/s.

Maharashtra State Electricity Distribution Co. Ltd., Panvel Rural. Respondent
(MSEDCL)

Appearances:

Appellant : Nitin Sood

Respondent: 1. Rajaram B. Mane, Superintendent Engineer, Pen
2. Vidhyasagar Shinde, Executive Engineer, Pen (R) Dn.
3. Ravikiran Patil, Executive Engineer (Adm), Pen Circle
4. Motiram Rakh, Dy. Ex. Engineer, Panvel II S/dn.
5. Anil Jiwanani, Dy. Ex. Engineer, Pen Circle


Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 27th November 2024

Date of Order : 3rd December 2024

ORDER

This Representation was filed on 4th November 2024 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 30th October 2024 passed by the Consumer Grievance Redressal Forum, MSEDCL,


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Kalyan Zone (the Forum). The Forum by its Order basically rejected the grievance in Case No.098 of 2024. The operative part of the order is as below:

“2. The Appellant can avail a new electricity connection by following the necessary procedure of MSEDCL. The Licensee to provide necessary support in providing the new connection to the Appellant, if he desires.

3. MSEDCL to investigate the Appellants complaint regarding its employees. The Appellant is at liberty to submit the necessary documents and evidences to support his case to Pen Circle Office of MSEDCL.”


2. The Appellant has filed this representation against the order of the Forum. A physical/ e-hearing was held on 27/11/2024. The Appellant was physically present while the Respondent attended the hearing through Video Conferencing. Both parties were heard at length. The Respondent filed its reply on 21/11/2024. The Respondent’s submissions and arguments are stated as below. *[The Electricity Ombudsman’s observations and comments are recorded under ‘Notes’ where needed.]*

(i) The Appellant is a Residential Consumer (No. 028533012461) from 30/10/2016. The details of connection, Temporary Disconnection, Permanent Disconnection and assessment of theft case are tabulated as below:

Table 1:

Name of Consumer	Consumer No.	Address on Bill	San. Load	Date of Supply	Purpose	Date of Temporary and Permanent disconnection	Date of Inspection	Irregularities observed	Assessment Bill as per Section 135 of the Act
Nitin Sood	028533012461	S. No.121/6, 121/9, Flat No 003-H Sidhivinayak Eden, Palaspe, Dist. Raigad	1 KW	30/10/2016	Residential	Rs. 1,319/- Dues not paid. T.D. on 09/01/2024 & P.D. on 22/02/2024	27/08/2024	Pilferage of energy by direct connection	Assessment Bill of Rs. 5,830/- towards theft (paid on 30/08/2024) & compounding charges of Rs. 2,000/- (paid on 02/09/2024)

(ii) The Appellant was irregular in payment of his monthly bills. The Appellant paid accumulated bills on 19/10/2020, and then on 19/07/2021. After that he did not pay the electricity bills for 590 days and hence his supply was temporarily disconnected in March 2022. The Appellant paid the accumulated bills on 25/06/2022, after which his supply


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was reconnected immediately. But again, he did not pay any bills for 607 days and his arrears accumulated to Rs.1,319/- up to January 2024. Hence, the supply of the Appellant was again temporarily disconnected on 09/01/2024 and then permanently disconnected on 22/02/2024 by removing his meter. The Appellant is in PD status at present. [Note: During the hearing the Appellant was asked the reason for not paying his bills in time habitually. He could give no reasonable explanation; other than that the monthly bills were small (in the range of Rs.100 – 150), hence he would let the bills accumulate and then pay in bulk. The Appellant took this as a matter of right on the grounds that his security deposit exceeded the accumulated outstanding amount.]

- (iii) The Line Staff of the Respondent inspected the premises of the Appellant on 28/08/2024 when it was found that the Appellant had extended supply directly to his premises without the meter. This amounted to theft. This was explained to the Appellant and his signature was taken on the spot inspection report. It is clearly indicated in Remarks column as

“Direct Supply tapping. As per Section 135 of the Electricity Act, 2003, proposed assessment of one year”.


- (iv) The Respondent issued an assessment bill as per Section 135 of the Electricity Act, 2003 (the Act) initially for a period of one year on 29/08/2024 towards theft of electricity. However, this was revised to Rs.5,830/- for six months from Apr. 2024 to Aug. 2024 as per the verbal request of the Appellant which he paid on 30/08/2024. Compounding charges of Rs. 2000/- was also issued to the Appellant for not lodging a police case as per Section 135, which was paid on 02/09/2024. **As per Section 153 and 154 of the Act, only the designated Hon'ble Session Court/Special Court has jurisdiction in respect of theft of electricity.** The Appellant has the liberty to approach the appropriate court if he is not satisfied with the alleged procedural lapses in this theft case. The Respondent contends that **as per the provisions of Regulation 7.9 of the CGRF & EO Regulations 2020, the Forum/Ombudsman is barred from entertaining cases under Section 135 of the Act.** On a perusal of his complaint, it is crystal clear that the Appellant has challenged the action and assessment bill given by MSEDCL under Section 135 of the


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Act. Therefore, this main part of the Representation does not come under the jurisdiction of the Forum and consequently the Electricity Ombudsman, and hence is not maintainable. The Appellant has not paid the outstanding dues of Rs.1,319/- till date. It was adjusted by the system in the security deposit (SD) of Rs.3000/-. The Appellant did not claim the balance amount of SD of Rs.1613/- which is lying with MSEDCL till date. It is necessary to apply online for a refund of this balance amount with complete formality of KYC on the WSS Portal.

- (v) The Appellant filed a grievance in the Forum on 10/09/2024. The Forum by its order dated 30/10/2024 principally rejected the grievance application. The operative part of the order is produced in the First Para. The Forum has addressed all the issues and rightly rejected the grievance of the Appellant by giving a reasoned and speaking order. The Forum observed that the Appellant has the liberty to submit necessary documents & evidence in support of his case to MSEDCL Pen Circle for investigating against its employees viz. A.E. & Others of Palaspe Section. But no such documents or evidence is submitted at Pen Circle office by the Appellant till date. The intention of the Appellant is to mislead the Hon'ble Electricity Ombudsman. The Respondent has complied with the regulations and has initiated action after observing all legal formalities.
- (vi) In the present case, the reconnection of the existing connection was possible only up to 22/08/2024 i.e. within a period of 6 months from the date of permanent disconnection i.e. 22/02/2024. However, the Consumer refused to pay the outstanding dues of Rs. 1,319/-, arguing that he had the security deposit of Rs.3000/-. Disconnection notices as per Section 56(1) of the Act were automatically sent every month in digital format (as SMS) through the system (software), as the arrears were about 20 months old. **It is to be noted that the security deposit of a consumer and arrears amount / notices are not linked in the System.** As per Regulation 13 of Supply Code and SOP Regulations 2021, MSEDCL is permitted to collect the Security Deposit twice the average billing in a billing cycle period. If the security deposit is more than the outstanding bill, the Appellant, by giving a specific application to the Respondent, has the liberty to adjust his security


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deposit against his current bill. However, a consumer cannot take it for granted that his outstanding bill should be automatically adjusted against the security deposit. A consumer should be regular in paying the current bills every month irrespective of his amount as security deposit and at least in the second billing cycle. In this case, the Appellant was a habitual defaulter despite regular SMS notices, and did not pay the outstanding dues of Rs. 1,319/- for about 20 months, hence the Respondent was justified in permanently disconnecting the supply. The Appellant never applied online for reconnection within a period of six months from the date of PD.


(vii) The Regulation 5 of Supply Code and SOP Regulations 2021 speaks as below:

5. Application for Supply/additional load/shifting of services / extension of services / restoration of supply

5.1 The Distribution Licensee shall provide facility to the Applicant to submit its application for supply / additional load / shifting of services/ extension of services / restoration of supply and all other purposes through hard copy or online web portal or mobile application

The Annexure II of Supply Code and SOP Regulations 2021 speaks of the Reconnection of a Consumer who has been disconnected for less than six (6) months from the time of payment. However, the Appellant failed to pay the outstanding dues within a period of six months. The Respondent offered a new connection in the same premises with statutory documents along with “No Objection Certificate” from the Co-operative Housing Society. The Appellant applied for a new connection on 03/09/2024 without NOC of the Society, which was approved on 05/09/2024. A demand notice of Rs. 1760/- was issued on 05/09/2024 where the major amount is for Security Deposit of Rs. 1500/-. But the Appellant did not pay that till date. Still the Subdivisional office has cooperated with the Appellant as regards the new connection.


(viii) Refund of Theft Amount is not possible as theft was detected at the consumer’s premises, and action is taken under Section 135 of the Act.


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- (ix) Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 ((Supply Code and SOP Regulations 2021) was issued by MERC on 25/02/2021. As per Regulation 16.5.10, the Distribution Licensee can serve a notice under Section 56 of the Act through **Digital Mode such as Whatsapp message, e-mail, SMS etc.** The Respondent issued disconnection notices on the registered mobile (No. 77.....48) of the Appellant every month through the system; however, the Appellant neglected to pay the same. The Appellant is consuming electricity and is liable to pay these bills on a month-to-month basis. The Appellant claims that he is right for not paying the electricity bills regularly under the shelter of Security Deposit being high and be adjusted. However, the Respondent argued that the Security Deposit comes in the picture and can be adjusted only after permanent disconnection. Normally, in such cases of higher security deposits, the Respondent allows for some period as a special case when any consumer come forward with a written application. **This does not mean that it is the right of the consumer not to pay arrears of a live connection till his bill accumulates to the equivalent of SD amount. If the Respondent accepted this practice in general, there would be a serious cash flow issue for the day-to-day work of the Licensee.**
- (x) The Appellant did not provide any evidence of the alleged bribe of Rs.1000/- to the Competent Authority, and hence this allegation is baseless.
- (xi) The prayer of the Appellant to the Electricity Ombudsman (Appellate Authority) is different. The original prayer (in the Appellant's words) in Schedule A was as below:

“You are requested to investigate my matter and resolve my aforesaid grievance, provide reconnection free of cost, refund electricity theft all paid amount, pay compensation for consumer to stay 7 months out of electricity and for this much harassment caused to me by Mr. Choudhury.”


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The prayer of the Appellant is different before this authority which is quoted in Para 3 (xiii) of the Appellant's submissions. It includes compensation of Rs.2.66 lakhs and enquiry against the Respondent's staff.

(xii) In view of the above, the Respondent requested to reject the Representation.

3. The Appellant's submissions and arguments are stated as below: -

- (i) The Appellant is a residential consumer from 30/10/2016. The details of the connection are charted in Table 1. The use of power is less since this premises is his second home. The Appellant has a security deposit (SD) of Rs. 3,000/- towards the said connection. The Appellant works in Mumbai, and the above residence is mostly kept locked. Since the bill was very less, the Appellant preferred to pay it in bulk once in a while after letting it accumulate.
- (ii) The power supply of the Appellant was illegally permanently disconnected on false grounds on 22/02/2024 for Rs.1,390/- without any statutory disconnection notice of 15 days as per Section 56(1) of the Act, and despite holding SD of Rs. 3,000/-. The Appellant met various authorities from pillar to post for more than 6 months to get the supply reconnected, but Mr. Choudhary, Assistant Engineer of Section Palaspe Section demanded a bribe in return, which was not fulfilled and hence the supply was not reconnected. This 6 months' delay was intentionally done by Mr. Choudhary so that the reconnection never happened. The Appellant also complained about Mr. Choudhary not attending the office regularly and his non-availability causing inconvenience to the consumers.
- (iii) The Line Staff of the Respondent inspected the premises of the Appellant on 28/08/2024, however they were not authorized to do so. *[Note: - During the hearing the Appellant argued that the linesmen, being junior, cannot be authorized to conduct such inspections, which should have been done by an officer.]* There was no theft of electricity in the


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premises. It was a systematic trick and trap from MSEDCL Subdivision office for alleged theft which never happened in the premises.

- (iv) The Respondent issued an assessment bill towards alleged theft of electricity for the period of one year on 29/08/2024. However, it was totally wrong and was revised to Rs.5, 830/- for six months from Apr. 2024 to Aug. 2024, which was paid under protest immediately. Compounding charges of Rs. 2000/- were also issued to the Appellant which was also paid on 02/09/2024.
- (v) The Respondent failed to comply with the provisions of the Act, Rules and Regulations made thereunder related to permanent disconnection without notice and without the deposit amount reaching zero.
- (vi) The Appellant filed a grievance in the Forum on 10/09/2024, which primarily disallowed the grievance application. The Forum did not understand the basic issue that the Appellant had sufficient deposit of Rs. 3,000/- and the arrears amount was only Rs.1,319/- which should have been adjusted, and the connection was disconnected without any notice.
- (vii) The Appellant referred Section 56 (1) of the Act which is reproduced as below:

“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


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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 a 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.”

The Appellant pointed out that after permanent disconnection and adjustment of outstanding dues amount, a security deposit of Rs 1,613 /- was still outstanding and not used completely, which was supposed to be adjusted against payments of future monthly electricity bills. The consumer was entitled to use this amount of electricity before temporary/permanent disconnection as per the Act. The Respondent remained silent on this balance amount of deposit. There was no necessity for T.D. and P.D., and they cannot disconnect the supply of electricity till security deposit amount becomes nil irrespective of arrears of any period (590 days or 607 days in this case). Regular payment does not matter till the security deposit amount gets exhausted and becomes nil.

- (viii) The Appellant did not pay the demanded bribe of Rs. 1,000/-, and hence the reconnection was not made. The Lineman gang of three completed all electrical theft formalities on behalf of their officer. This is not expected in law.
- (ix) The Appellant quoted the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 stating

22. SERVICE OF NOTICE:


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22.1 Every notice, order or document required to be addressed to any person may be served on him by delivering the same after obtaining signed acknowledgement receipt or by registered post or such means of delivery as may be prescribed with legal validity;

Permanent or Temporary disconnection notice was not even issued and not served in this specified manner. It's the Consumer's RIGHT to receive acknowledgement receipt. [Note: The Appellant has wrongly quoted the said Regulations.]

- (x) In the definition details given at clause (a) "assessing officer" means an officer of the State Government or Board or licensee. Hence all electricity theft assessment/proceedings should commence with the inspection of the premises by an assessing officer. In this case, assessing officer was "ABSENT". Can the lowest category of workers line man replace an officer and act as an officer to conduct inspections, have access to forms or fill forms in cases related to electricity theft? Certainly not. Workers do not have any training to do inspection or knowledge, do not have the powers / authorization by appropriate commission given to Assessing officer to inspect premises, disconnect supply, fill any form etc. Their One Page form does not say "Electricity Theft Form" as its heading, so the consumer did not doubt foul play, and accepted their oral statement that his signature was needed on form.
- (xi) The Appellant referred Reg. 16.1 of Supply Code Regulations 2005 in support of restoration of supply without any charge. The relevant portion of the Reg. 16.1 is produced below:

"16.1 Except where the supply of electricity is disconnected on account of failure of the consumer to comply with his obligations under the Act or these Regulations, the Distribution Licensee shall bear the costs for restoration of supply to the consumer."

The Respondent is duty bound to reconnect the supply without any cost of reconnection, as it was illegally disconnected.



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(xii) The Appellant prays as below:

- (a) to Initiate an enquiry and investigation against Assistant Engineer Mr. Chaudhary and his team of three-line staff for misusing their official government powers, for their wrongful Act(s) which include demand of Rs 1,000/- bribe for reconnection of supply.
- (b) to reconnect the electricity connection of the Appellant, and to provide a new meter free of cost without asking for any further papers, even though permanent disconnection period exceeds six months.
- (c) to refund false electrical theft charges with interest from the date of payment on 30/08/2024.
- (d) to pay compensation for mental torture and harassment as tabulated below:

Sr. No.	Particulars	Amount (Rs.)
A. For the instant of Feb. 2024		
1	Real Estate Broker Charges (one month rent)	12,000
2	Alternate living Accommodation from March 2024 onwards as per bill attached	1,02,000
3	House Goods Shifting Charges Transport with Labor charges	5,000
4	Mental Agony for 7 months considering Rs.1 Lakh per year	58,333
5	Mental Agony for Consumer Grievance redressal Mechanism	33,333
10	Refund of electricity theft charged all amount with interest (Rs 5830/- + Rs 2000/-)	7,830
Sub Total for the year 2024 (Addition of Sr. No.1 to 10)		2,18,496
B. For the instant of 2022		
11	Alternate living Accommodation April 2022 till June 2022 three months Rs 11000x 3= 33000	33,000
12	House Goods Re- Shifting Back Charges Transport with Labor charges	5,000
13	Raising complaint draft making etc. charges	5,000
14	Mental Agony	5,000
Sub Total for the year 2022 (Addition of Sr. No.11 to 14)		48,000
15	Total Compensation(A +B)	2,66,496


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4. During the hearing, the Respondent was directed to submit the copies / snapshots of the temporary disconnection and disconnection notices issued to the Appellant. Accordingly, the Respondent submitted the required information which is compiled as follows: -


- a) The Temporary disconnection was fed into the system on 03.01.2024 but the system rejected the same on 09.01.2024. Thereafter, the Appellant was made P.D. on 23.02.2024.
- b) Disconnection Notices / SMS sent to the consumer on his registered Mobile No. 77.....48 for payment of arrears or disconnection of supply, which was delivered on 30/11/2023 & 30/12/2023.
- c) Firm quotation dated 03.09.2024 issued to the consumer for a new service connection, which will be required to be paid only for release of a new connection.

Analysis and Ruling

5. Heard the parties and perused the documents on record. The Appellant is a residential consumer from 30/10/2016. The details of connection are charted in Table 1. It is seen that the use of power of the Appellant is quite nominal as this premise is his second home. On questioning during the hearing, the Appellant reluctantly revealed that these premises are mostly kept locked, as he actually works and lives elsewhere. He also could not give any valid reason for his habitual late payment. The Appellant had a security deposit of Rs. 3,000/- towards the said connection. He seems to have wrongly assumed that he had the right to let his bill accumulate up to this amount instead of paying his monthly bills regularly.

6. The Appellant raised mainly three issues as below:

- (i) Disconnection of supply towards meagre arrears in spite of sufficient SD being available & hence disciplinary action against the said employees.
- (ii) Procedural lapses in dealing with the alleged theft of electricity, e.g. inspection, disconnection and filling forms.


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(iii) Indirect Compensation for having to make alternate living arrangements, etc.

These issues are discussed below:

(i) Disconnection of supply towards meagre arrears in spite of sufficient SD being available.

The Appellant contended that his power supply was permanently disconnected on false grounds on 22/02/2024 for Rs.1,390/- without any statutory disconnection notice of 15 days as per Section 56(1) of the Act even though he is holding SD of Rs. 3,000/-. **It is the right of the Appellant to consume electricity without any payment of the live arrears up to the level of security deposit amount.** Hence, PD should be declared illegal and the supply be restored immediately without any payment of the additional bill. Once the PD is declared illegal, there is no reason to count 6 months, and thus the question of applying for a new connection does not arise.


Legal Provisions: -

The Section 47 (1) of the Electricity Act, 2003 stipulates that a reasonable security has to be given by the consumer as determined by the Regulations.

Electricity Supply Code and Standard of Performance including Power Quality Regulations, 2021 was effective from 25/02/2021. The relevant regulations of security deposit are referred below:

13. Security Deposit

13.1: Subject to the provisions of sub-section (5) of Section 47 of the Act, the Distribution Licensee may require any person to whom supply of electricity has been sanctioned to deposit a security in accordance with the provisions of clause of sub-section (1) of Section 47 of the Act.


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13.2: *The amount of the security referred to in Regulation 13.1 above shall be twice the average billing of the billing cycle period. For the purpose of determining the average billing under this Regulation 13.2, the average of the billing to the Consumer for the last Twelve (12) months, or in cases where supply has been provided for a shorter period, the average of the billing of such shorter period, shall be considered:*

13.3: *Where the Distribution Licensee requires security from a Consumer at the time of commencement of service, the amount of such security shall be estimated by the Distribution Licensee based on the tariff category and Contract Demand / Sanctioned Load, load factor, diversity factor and number of working shifts of the Consumer: Provided that the Distribution Licensee shall formulate the methodology for calculation of the Security Deposit for different categories and the same shall be available on the Website.*

13.4: *The Distribution Licensee shall re-calculate the amount of security based on the actual billing of the Consumer once in each financial year, which shall be refundable to the Consumer in accordance with Regulation 13.5 and payable by the Consumer in accordance with Regulation 13.6:*

13.5: *Where the amount of security deposit maintained by the Consumer is higher than the security required to be maintained under this Regulation 13, the Distribution Licensee shall refund the excess amount of such security deposit by way of adjustment in the next bill.*


13.6 *Where the amount of security re-calculated pursuant to Regulation 13.4 above, is higher than the security deposit of the Consumer, the Distribution Licensee shall be entitled to raise a demand for additional security on the Consumer:*

13.9 *Upon termination of supply, the Distribution Licensee shall, after recovery of all amounts due, refund the remainder amount held by the Distribution Licensee to the person who deposited the security, with an intimation to the Consumer, if different from such person within Seven (7) days:*

Provided that original receipt of payment of Security Deposit need not to be submitted while claiming such refund if the KYC/e-KYC bank details are available with the Distribution Licensee.

.....

16.5.10. *The Consumer who neglects to pay his bill is liable for levy of **delayed payment charges and interest on arrears in accordance with relevant orders of the Commission and/or appropriation of security deposit. A notice of disconnection to a Consumer***


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under Section 56 of the Act shall be served in the manner provided for in Section 171 of the Act:

Provided that Distribution Licensee can serve notice under Section 56 of the Act through Digital Mode such as Whatsapp message, e-mail, SMS etc.:

Provided further that it shall be responsibility of Distribution Licensee to ensure the delivery of notice through Digital Mode and that communication is complete:

Provided that such notice may be served only where the Consumer neglects to pay any sum or any charge under Section 56 of the Act:

.....
16.6.5. The Distribution Licensee shall pay interest on the amount deposited by a Consumer at a rate equivalent to the bank rate of the Reserve Bank of India.


Annexure – I: Application form (Low Tension Service)

Application for (Please tick the appropriate field)

- New Connection**, *Load Enhancement*, *Conversion of Services*,
 Change of Consumer Category,
 Shifting of Premises *(TPC/AEML/BEST - Option for Changeover & Switchover, as applicable to be added)*

I/ We hereby declare that:

- (a) *The information provided in this application is true to my knowledge.*
(b) *I/ We have read the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standard of Performance including Power Quality) Regulations, 2021 and agree to abide by the conditions mentioned therein.*
(c) ***I/ We will deposit electricity dues, every month, as per the applicable electricity tariff and other charges.***
(d) *I/ We will own the responsibility of security and safety of the meter, cut-out and the installation thereafter.*
(e) *I/We have complied with all requirements under all statute for the time being in force and shall be held legally responsible for any issue arising out of any such non-compliance. The Distribution Licensee is*


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indemnified from any loss that may occur on account of such noncompliance.

These are the broad standard regulations in the subject matter.

The Respondent contended that disconnection notices as per Section 56(1) of the Act were sent every month by the Respondent on digital format (SMS) through the software (system) on the registered mobile (No. 77.....48) of the Appellant, as the arrears were for about 20 months. The Appellant was consuming electricity as and when required. The Appellant has to pay these bills on a month-to-month basis. The Appellant has wrongly argued that he has the right for non-payment of the electricity bills regularly under the shelter of security deposit being high. The Appellant is on the wrong path. The Respondent issued disconnection notices on his phone as per Section 56(1) of the Act which he neglected. In cases of considerable higher security deposits, the Respondent allows for some period to pay the bills, but only when the consumer comes forward with a written application to do so under certain circumstances. (Generally, this happens when the consumer cannot afford to pay large bills / arrears.) This does not mean that it is the right of consumers not to pay arrears of a live connection till the exhaustion of SD amount. If this logic of the Appellant is accepted, there will be serious cash flow issues for the day-to-day working of the Licensee. We concur with this argument of the Respondent.

The Appellant was bound to pay his current bills regularly, which he failed to do without any reasonable justification. The Respondent has the right to disconnect the supply of the Appellant after issuing statutory notices of disconnection, even by SMS on the phone, as per Section 56(1) of the Act, if live arrears have accumulated. This happened in the instant case. The Appellant cannot assume that the Respondent should ignore habitual monthly non-payment merely because the amount is small or within the SD limit.


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(ii) **Procedural lapses in the alleged theft of electricity:**


The Appellant was booked under Section 135 of the Act and an assessment bill of Rs. 5,830/- towards theft of electricity was served to the Appellant on 29/08/2024 for the period of Apr. 2024 to Aug. 2024. The Appellant paid the assessment bill on 30/08/2024 and the compounding charges on 02/09/2024. The Appellant contended that the assessment towards theft is illegal.

“Section 135. (Theft of Electricity): --- Whoever, dishonestly,

- (a) *taps, makes or causes to be made any connection with overhead, underground or under water lines or cables, or service wires, or service facilities of a licensee or supplier as the case may be; or*
- (b) *tampers a meter, installs or uses a tampered meter, current reversing transformer, loop connection or any other device or method which interferes with accurate or proper registration, calibration or metering of electric current or otherwise results in a manner whereby electricity is stolen or wasted; or*
- (c) *damages or destroys an electric meter, apparatus, equipment, or wire or causes or allows any of them to be so damaged or destroyed as to interfere with the proper or accurate metering of electricity,*
- (d) *uses electricity through a tampered meter; or*
- (e) *uses electricity for the purpose other than for which the usage of electricity was authorised, so as to abstract or consume or use electricity shall be punishable with imprisonment for a term which may extend to three years or with fine or with both:”*

The Appellant has a grievance against the procedure adopted by the Respondent under Section 135 and has requested to punish the culprit in the present case. We find that prima facie this seems to be a clear cut and straight-forward case of theft as per inspection report. Such cases can only be entertained by the concerned sessions court / special court. The grievance does not fall within the jurisdiction of the Forum as per Regulation No. 7.9 of the CGRF & EO Regulations 2020 which is reproduced below:

“7.9 The Forum shall reject the Grievance at any stage under the following circumstances:


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(a)

(b) ***In cases, which fall under Sections 126, 127, 135 to 139, 152, and 161 of the Act;***

(c)

(d)

(e)

Provided that no Grievance shall be rejected unless the Complainant has been given an opportunity of being heard.” (Emphasis added).

The Appellant has the liberty to approach the concerned sessions court / special court if he so desires.

(iii) Indirect Compensation:

The Regulation 9.2 of CGRF & EO Regulations 2020 specify as below:

“9.2 : If, after the completion of the proceedings, the Forum is satisfied after voting that any of the allegations contained in the Grievance is correct, it shall issue an order to the Distribution Licensee directing it to do one or more of the following things in a time bound manner, namely-

(a) remove the cause of Grievance in question;

(b) return to the Complainant the undue charges paid by the Complainant along with interest, at the rate equal to Bank Rate declared by the Reserve Bank of India prevailing during the relevant period;


(c) pay such amount as may be awarded by it as compensation to the Complainant as specified by the Commission in the standards of performance of Distribution Licensees:

Provided that in no case shall any Complainant be entitled to indirect, consequential, incidental, punitive, or exemplary damages, loss of profits or opportunity;

The Regulation 20.4 of CGRF & EO Regulations 2020 specify as below:

“20.4 The order passed by the Electricity Ombudsman shall set out -

(a) to (d).....


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



(e) directions to pay such amount as may be awarded by it as compensation to the Complainant for any loss or damage suffered by the consumer:

Provided, however, that in no case shall any Complainant be entitled to indirect, consequential, incidental, punitive, or exemplary damages, loss of profits or opportunity.

(f) directions to pay such amount as compensation as specified by the Commission in the Standards of Performance of Distribution Licensees.

Annexure - II: Level of Compensation Payable to Consumer for failure to meet Standards of Performance of Supply Code & Standard of Performance Regulations 2021 specify as below:


<i>Supply Activity/Event</i>	<i>Standard</i>	<i>Compensation Payable</i>	<i>Automatic /Manual</i>
<i>Reconnection of a Consumer who has been disconnected for less than six (6) months, from the time of payment of either all amounts to the satisfaction of the Distribution Licensee or, in case of a dispute, such amount under protest in accordance with the proviso to subsection (1) of Section 56 of the Act</i>	<i>(Urban Areas) Eight (8) hours (Urban Areas) <hr/>Twenty Four (24) hours (Rural Areas)</i>	<i>Rs 50 per hour or part thereof of delay subject to maximum of Rs 250.</i>	<i>Automatic</i>

The Appellant is therefore not entitled to get the indirect compensation of Rs. 2,66,496/- as claimed in the prayer.

7. The Forum has given a reasoned order. There is, therefore, no reason to interfere in the order of the Forum. The Appellant is advised to pay the statutory charges of the new connection as per Demand Notice issued on 05/09/2024 and to pay the current bills regularly henceforth. The Respondent is directed to release the connection immediately after payment of Demand Notice.

8. The Representation of the Appellant is rejected and disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

