

BEFORE THE ELECTRICITY OMBUDSMAN
(For the State of Goa and Union Territories)
Under Section 42 (6) of the Electricity Act, 2003
3rd Floor, Plot No. 55-56, Udyog Vihar - Phase IV, Sector 18,
Gurugram (Haryana) 122015,
Phone No.:0124-4684708, Email ID: ombudsman.jercuts@gov.in

Appeal No.185 of 2022

Date of video hearing: 02.02.2023

Date of Order: 10.02.2023

Ms. Roselin Mendonca,
Goa

.... Appellant

Versus

The Chief Electrical Engineer,
Electricity Department,
Goa and others

.... Respondents

Parties present:

Appellant(s)

1-Shri T.R.Furtado,
Appellant's Advocate
2-Ms. Roselin Mendonca,
Appellant

Respondent(s)

1-Shri Pardip Krishna Narvekar,
Executive Engineer



Date of Order: 10.02.2023

The Appellant has preferred an Appeal against the Order No-21/2022 dated-14.10.2022 of CGRF-Goa. The appeal/representation received in this office on 22.11.2022 by email and the same was admitted for examination and consideration on 23.11.2022. Copy of the same as received was forwarded to the respondents with a direction to endeavour to settle the representation through mutual agreement within 10 days. In case no settlement is achieved through mutual agreement, respondents should file the affidavit of counter reply in the required format, to the appeal/representation within 20 days from the date of Admission Notice. Respondents have filed the counter reply and a copy was supplied to the Appellant to file Rejoinder.

(A) Submissions by the Appellant:

Appellant submitted the brief facts as under: -

1. The appellant and her husband are the senior citizens, age 66 and 91 years respectively.
2. The Appellant is the owner of H. No.: - 1/179 situated at Gauravaddo, Calangute Bardez Goa for which connection under CA No. 60006193399 was installed.
3. However, during the disputed period, the said house was illegally occupied by one Amit Sharma having over stayed his leave and Licensee agreement.
4. The said Amit Sharma was not a party to the electricity contract with department under Contract Account No. 60006193399, which was exclusively signed between the department and appellant
5. That the electricity bill for the said house remained unpaid and got piled up to an amount of Rs 6,07,158/- as on 18/07/18.
6. That accordingly after much delay the department rightly disconnected the aid electricity connection for non- payment of electricity bill on 16.12.2018.
7. Surprisingly the very next day on 17.12.2018 the electricity connection was restored to the said premises.
8. That the department restored the said connection on the basis of an undertaking given by the said Mr. Amit Sharma dated 17/12/2018. At this point it is pertinent to note that the said application suffered from various gross illegalities, irregularities or lacuna: -



- i. The signature of the appellant was not affixed above the name of the House Owner written at the end of the application.
 - ii. There was No. authorization letter given by the 3rd party Mr. Amit Sharma or any other document produced by the 3rd party to act on behalf of the appellant (House Owner).
 - iii. It is also pertinent to note that the said application was signed by the 3rd party Mr. Amit Sharma not on behalf of the appellant (House owner) but on behalf of the one “Pind Baluchi”
 - iv. What is interesting is that the said application was granted is less than 8 hrs.
9. That when granting the re- connection, the department issued a installment plan No. 401785902 dated 17/12/2018.
10. The said installment plan dated 17.12.2018 is illegal as it seeks to create an obligation on the Appellant /Owner/ Mrs. Roselin Mendonca although she did not sign the undertaking.
11. Nature of relief sought from the Ombudsman: -
- (a) The department be directed to claim all dues on the basis of the undertaking given from the 3rd party Mr. Amit Sharma on 17.12.2018 which was accepted by the department and from the appellant.
 - (b) Any other fit and proper order in the facts and circumstances of the case

(B) Submissions by the Respondents: -

Shri. Pradip Krishna Narvekar , working as Executive Engineer in the Electricity Department Division VI, Mapusa do hereby state on oath as under:-

1. That the deponent is working as Executive Engineer and is authorized by Electricity Department, Government of Goa (being Deemed Licensee) vide letter No. 149/03/CEE/TECH/COM/1458 dated 15/12/2022 (Certified copy enclosed), to file this reply and represent on behalf of Electricity Department, Government of Goa, in this case.

2. That parawise counter reply is as under –

That as submitted before the Ld. CGRF, it is to state that;

(a) The Installation bearing C.A No. 60006193399 pertaining to the Appellant has been placed under Permanent Disconnection on 17/04/2022 and as such the agreement with the appellant having been terminated, she is technically no longer a “Consumer” of the Department as defined under clause (15) of Section 2 of the



Electricity Act 2003 or clause 20 under chapter – 2 of the JERC Supply Code Regulations 2018 notified vide No. 150/01/CEE/Tech dated 21st Feb 2019.

- (b) The amount of Rs. 14,13,114/- (Rupees Fourteen Lakhs Thirteen Thousand One Hundred Fourteen Only) are purely outstanding dues based on metered consumption were undisputed to this Department and as such the Appellant is not maintainable in view of clauses 3 (f) (iii) chapter 1 of the Consumer Grievances Redressal Forum and Ombudsman Regulations 2019 Notification No. JERC 26/2019.
- (c) It is therefore prayed that the appeal be dismissed on account of either or both the clauses (a) and (b) above.
- (d) However, without prejudice and as per the directive of this Hon'ble Forum at point (4) of this Admission Notice, the para wise counter reply to the submission of the Appellant at point "C" is as under: -
1. No comments.
 2. The Appellant needs to be put to strict proof to prove her ownership during the period under dispute/during the tenure of her installation as her appeal has been based on one major fact that one Mr. Amit Sharma, whose name has hitherto been unknown to the department till settlement of the pending dues of the Appellant came to the fore, and was introduced to the Department by the Appellant herself through various complaints, appears to be the main cause of the litigation i.e original complaint/ongoing Appeal. The appellant at point no. (C) (3) also points towards acceptance of the fact that one Mr. Amit Sharma was in occupation of her premises. The Ld. CGRF too in its order No. 21/2022/129 dt. 14/10/2022 has also endorsed the fact that the Appellant (then complainant) chose to conceal the identity of said Mr. Amit Sharma and/or his connection with the property in question.
 3. From this contention of the Appellant herself it is clearly evident that she had created third party rights/interest in the premises without knowledge of the Department and thus has resold the energy supplied to her to another person in contravention of clause 5.141 of supply code. The fact has also been endorsed by the Ld. CGRF in its order 21/2022/129 dt. 14/10/2022.
 4. Agreed, the Appellant has never intimated the Department regarding creation of third rights/interests to the premises linked to the Installation bearing C.A No. 60006193399 but as stated at point No. (3) above, clearly indicates resale of electricity to third party.
 5. The Appellant has failed to clear her dues in time leading to the accumulation of dues to the Department.
 6. True.
 7. True as per the installment plan requested apparently by the Appellant, the installation was reconnected after receipt of an Installment. As observed by the Ld. CGRF, there was also no objection to the reconnection at that point of time, years ago.

8. The Department had restored the connection as per the request of the Appellant herself to The Chief Electrical Engineer after receipt of an amount of an Installment of Rs. 202386/- (Rs. Two Lakh two thousand three hundred and eighty-six only).
9. The Installment plan was granted to the Appellant herself at her request to The Chief Electrical Engineer for the same.
10. The Appellant had never intimated the Department regarding third party interests/rights created against to the premises/ Installation and as such had no reason to believe that the installment plan applied for was by someone other than herself.

Comments on (D) Analysis of Decision: -

As far as department concerned.

(D) (a) (i). The said application was granted at the request of the Appellant herself.

(ii). No information of non-receipt of regular energy bill is seen received from the Appellant on records as was expected in case of non-receipt of bill as per clause 7.6 of JERC supply code Regulation 2018.

(iii). As mentioned at (i) above, the installment plan was granted at the request of the Appellant herself.

(iv). The burden of proof apparently purely lies on the Consumer (Appellant) herself as she has hidden the third party rights/interests created by her against the Installation/Premises.


(b)(i). The application for request of grant of installment plan has apparently been signed by the Appellant herself as Department had no reason to believe otherwise.

(ii). The statement is clearly indicative of third party rights/interests created by the Appellant without the knowledge of the Department, thus contravening clause 11 (a) (b) of the Agreement with the Department and clause 5.141 of the JERC Supply Code Regulation 2018.

(c)(i). The Department had no means of knowing the facts related to the statement of the Appellant as she has apparently hidden the third party rights/interests created by her against the Installation/premises concerned from the Department.

(ii). The Appellant herself clearly at C (3) indicates third party interest created by her during the tenure of the installation which she has chosen to hide from the Department apparently with malafide intentions. As also rightly pointed out by the Ld. CGRF. The Appellant has been silent for years on the matter allowing accumulation of dues.

(d) (i) & (ii). The Department relies on the contents of D (c) (i) & (ii) above for the purpose to avoid repetition.



(iii). The document relied on is an interdepartmental inquiry not in public domain and appears to have been fraudently obtained by the Appellant as there are no records of having provided her with information either under RTI or otherwise as seen on records.

Investigation against the Appellant who has not come with clean hands before this Hon'ble forum in the matter is underway. It is to further state without prejudice that the signatory to the letter has grossly erred as the instalment plan was not granted under any OTS scheme as mentioned therein and have apparently mixed up ground reality related to the matter.

(iv). It was the bounden duty of the Appellant to clear her dues in time and accumulating the same appears to have been done with malafide intentions.

(v). The Department relies on contents at D (c) (i) & (ii) for the purpose to avoid repetition.

(vi). The Department relies on contents at D (a) (ii) for the purpose to avoid repetition.

Limitations/pre conditions for submission of grievance:

This Hon'ble Forum may like to decide in the matter.

Prayers: -

- a) It is prayed that as requested at (3) above and based on submission at 3 (a) (b) the appeal be dismissed.
- b) It is further prayed that in case this Hon'ble Forum finds merit in hearing the appeal treating the Appellant as a continued "Consumer" of the Department and due to the new development in the matter of creation of third party rights/interests by the Appellant against the installation/premises concerned without the knowledge of the Department which has also been endorsed by the Ld. CGRF in its order 21/2022/129 dt. 14/10/2022 and as such has indulged in re-sale of power, as per clause 5.141 of the JERC Supply Code Regulation 2018. The Appellant as such be allowed to back bill the consumer for the tenure when the Installation was live on the metered consumption on the next higher tariff i.e from LTC to LTTC as per the prevailing tariff orders of the commission for the period in question and the difference be recovered by adding the same to the outstanding dues of Rs. 14, 13,114/- (Rupees Fourteen Lakhs Thirteen Thousand One Hundred Fourteen Only). The Appellant may be directed to clear the said amount in total accordingly.



(C) CGRF- Goa's Order No-21/2022 dated-14.10.2022 preferred for Appeal:

(i) Hon'ble CGRF-Goa, has passed the following order:

ORDER

“ In light of the foregoing discussions, we did not find any merit in the complaint, and accordingly dismiss the same. Proceedings closed.

The Complainant, if aggrieved, by non-redressal of his/her grievance by the Forum or non-implementation of CGRF order by the Licensee, may make an Appeal in prescribed Annexure-IV, to the Electricity Ombudsman, Joint Electricity Regulatory Commission for the State of Goa and UTs, 3rd Floor, Plot No.55-56, Service Road, Udyog Vihar, Phase-IV, Sector-18, Gurugram-122015 (Haryana), Phone No.:0124-4684708, Email ID: ombudsman.jercuts@gov.in within one month from the date of receipt of this order.”

(D) Deliberations during Video hearing on 25.03.2021:

1. Appellant's Submission:

- (i) Shri T.R.Furtado-Appellant's Advocate/relative reiterated his version as submitted in appeal.
- (ii) He further submitted that the Appellant has given her premises on leave and Licensee agreement basis to Amit Sharma to use the premises for Commercial purposes and accordingly the electricity connection was got converted from Domestic to Commercial category. The leave and Licensee agreement had expired and that person continue to stay there unauthorizedly and did not vacate the premises. As the pending bills accumulated to Rs.6.48,000/- , the Respondents rightly disconnected the Electricity connection. After disconnection, this unauthorized person made an application and requested the Electricity Department for reconnection and he agreed to pay the pending bills in three instalments. The Respondents reconnected the premises on his intervention without any NOC/authority from the Appellant, being legal holder of the Agreement with the Electricity Department.
- (iii) This unauthorized person signed the application for behalf of Pind Baluchi Restaurant and this application do not bear the signature of the



Appellant. The third instalment was not paid and thereafter the connection was not disconnected for around 2 years and bills started piling up. He further alleged that for 11 months no bills were issued. In nutshell he concluded that since the reconnection was done at the instance of a 3rd party, therefore all pending bills of the electricity should be recovered from unauthorized person rather than the Appellants whose are citizens aged about 93 years and 67 years. He further submitted that even the higher officers of the Respondents have questioned the inaction for not disconnecting and recovering the pending bills.

- (iv) He further submitted that premises was occupied by the Appellant and the 3rd person. The Appellant can allow anyone to stay. On being asked who paid the bill of Rs.742/- in the 2017. He replied that this bill was paid by the Appellant after recovering the share of electricity dues from the 3rd person staying with her.
- (v) He further submitted that bills were not issued for 11 months and also disconnection was done in 09/2020 against her application for disconnection on 20.04.2020.
- (vi) He further alleged that pending bills are not correct.

2. **Respondent's Submission:**

- a. Shri Pardip Narvekar, Executive Engineer reiterated his version as submitted in the counter reply to the appeal and requested to dismiss the appeal.
- b. He submitted that till the connection was permanently disconnected, they were never informed by the Appellant that they have leased the premises to a 3rd party.
- c. He further submitted that sale of electricity to a 3rd party is against the Rules/Regulations and the Appellant is required to be back billed.
- d. He submitted that in 2018 the electricity connection was Temporarily disconnected to recover the pending dues of around Rs.6,48,000/-. The connection was reconnected after recovery of 1st instalment of Rs.2,02,386/-. Even the 2nd instalment of was paid. After the default in the 3rd instalment, the same was automatically transferred in the current bill. The connection was finally Permanently disconnected in 2020 for non-payment of dues.
- e. The Appellant never requested the Electricity Department to disconnect the premises from 2018 to 2020, if the electricity was being used by an unauthorized person. It is only after two years of permanent disconnection that Appellant is asking for re-connection without clearing the pending dues.



- e. The Appellant never requested the Electricity Department to disconnect the premises from 2018 to 2020, if the electricity was being used by an unauthorized person. It is only after two years of permanent disconnection that Appellant is asking for re-connection without clearing the pending dues.
- f. He further submitted that bills could not be generated for 11 months due to upgradation of billing software, however the Appellant was free to ask for a duplicate bill.

(D) Findings & Analysis: -

1. I have perused the documents on record and pleadings of the parties.
2. The documents submitted by the parties have been believed to be true and if any party submitted a fake/forged document, then they are liable to be prosecuted under relevant Indian Penal Code/Rules/Regulations.
3. The issues which have arisen for considerations in the present Appeal is as under:
-
 - i. Whether the Appellant is entitled to relief for payment of pending bills of her disconnected connection from the 3rd party who requested for reconnection in 2018 , as prayed for?
4. (a) Regarding issue no 3(i) as above, as to whether the Appellant is entitled to relief for payment of pending bills of her disconnected connection from the 3rd party who requested for reconnection in 2018 , as prayed ?
(b) Following provisions have been provided in the Supply Code Regulations, 2018, notified by the Hon'ble Regulatory Commission: -

(i) *DISCONNECTION AND RECONNECTION*

- 9.1. *The supply may be disconnected temporarily or on a permanent basis as per the procedure described below. The Licensee shall remove service line, meter, etc., after permanent disconnection. However, the Licensee may not remove service line, meter, etc., in case of temporary disconnection.*
- 9.2. *The charges for connection, reconnection and disconnection shall be in accordance with the Schedule of Charges approved by the Commission.*

Temporary Disconnection



- (1) *On non-payment of the Licensee's dues: The Licensee may issue a disconnection notice in writing, as per Section 56 of the Act, to any consumer who defaults on his payment of dues, after giving him a notice period of minimum 15 working days to pay the dues. Thereafter, the Licensee may disconnect the consumer's installation on expiry of the said notice period by removing the service line/meter as the Licensee may deem fit;*
- (2) *If the conduct/continuance of any business/industry/activity being carried out in any premises becomes unlawful due to lack of necessary permission or withdrawal of permission from the competent authority;*
- (3) *If the wiring, apparatus, equipment or installation at the consumer's premises is found to be defective or there is leakage of electricity or if the consumer is found to have altered the position of the meter and related apparatus or if the consumer uses any apparatus or appliance or uses the energy in such manner as to endanger the service lines, equipment, electric supply mains and other works of the Licensee, or is found to be using it in any manner which unduly or improperly interferes with the efficient supply of energy to any other consumer;*
- (4) *If at any time, the consumer is found to be using energy for a purpose other than for which it was intended / provided or tampers with the meter and/or other apparatus of the Licensee on his premises or extends/allows supply of energy to any other premises from his connection;*
- (5) *If the consumer remains unavailable for meter reading for two or more billing cycle after factoring in advance payment for the period of absence, if any as per the provisions of this Supply Code, 2018.*

9.4. *The supply shall be disconnected after giving a notice period of minimum 15 days. The supply shall be disconnected only if the cause of the disconnection is not removed within the notice period.*

9.5. *The Licensee shall, after the connection is temporarily disconnected as per Regulations 9.3(2), 9.3(3) and 9.3(4), issue a notice to the consumer to remove the cause of disconnection within 45 days for domestic consumer and 15 days for consumer of other categories, respectively, failing which the supply shall be disconnected permanently.*

9.6. *The Licensee may take steps to prevent unauthorized reconnection of consumers disconnected in the manner as described above. Wherever the Licensee discovers that connection has been re-connected in an unauthorized manner, Licensee may initiate action as per provisions of Section 138 of the Act. Further, in case the Licensee discovers that supply to such premises has been restored through another live connection, the same shall also be disconnected.*

Permanent Disconnection



9.7. *The supply shall be disconnected permanently in following cases:*

- (1) *On the termination of the Agreement;*
- (2) *If the cause for which the supply was temporarily disconnected is not removed within the notice period:*

Provided that if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the Agreement shall be deemed to be terminated on the expiry of 15 days or after expiry of the initial period of agreement, whichever is later without prejudice to the rights of the Licensee or of the consumer under the Act for recovery of any amount due under the Agreement.

Disconnection on Consumer's Request

9.8. *In case a consumer desires his meter to be permanently disconnected, the consumer shall apply for the same in the format prescribed in **Annexure XV** to this Supply Code, 2018. The Licensee shall give a written acknowledgment of receipt of such request, on the spot.*

9.9. *The Licensee shall carry out a special reading and prepare a final bill including all arrears up to the date of such billing within 5 days from receipt of the request. Upon payment, the Licensee shall issue a receipt with 'Final Bill' stamped on it. This receipt shall be treated as a No Dues Certificate:*

*Provided that whenever an agreement is terminated on notice given by the consumer, the Licensee shall give a written intimation within 2 working days after termination in the format given in **Annexure XVI** to this Supply Code, 2018, failing which such intimation shall be deemed to have been given to the consumer.*

9.10. *In case of consumers who were sanctioned contract demand in a phased manner and supply was released for initial or intermediary phased demands, the consumer may seek deferment or cancellation of such of the phased demands, which are scheduled beyond minimum period of Agreement, by giving 3 months' notice in advance or in lieu thereof pay 3 months' charges towards such deferment or cancellation of such phased demands.*

9.11. *HT/EHT consumers opting for disconnection shall also bear the estimated expenditure on removal of the apparatus and service line. The Licensee shall issue a demand note to the consumer in writing, under acknowledgment, within 10 working days of receipt of request.*

(ii) "Recovery of Arrears"

7.40 *No sum due from any consumer, on account of default in payment shall be recoverable after the period of two 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.

Further, dues of any consumer (if any) pending for a period more than 6 months can be transferred to another installation of the same consumer after thorough verification by the Licensee, i.e., proof that the both consumers are same.”

(iii) Execution of Agreement

5.119. The Licensee may require the applicant to execute an Agreement for obtaining new connection, for change of name, and for enhancement or reduction of sanctioned load before commencement of supply.

5.120. The Agreement form shall be supplied by the Licensee along with application form and shall also be available on the Licensee’s website for download.

The Agreement shall include the following:

- (1) Name and address of the consumer/applicant;*
- (2) Address of the premises for which electricity supply has been requisitioned and for which the agreement is being executed;*
- (3) Sanctioned load/ contract demand;*
- (4) Purpose of usage of electricity;*
- (5) Declaration by the applicant/consumer:*
 - a) To abide by provisions of Act and this Supply Code, 2018;*
 - b) To pay for the supply of electricity based on the prevailing tariff rates;*
 - c) To pay for all other charges payable in accordance with this Supply Code, 2018 and the Schedule of Miscellaneous Charges of the Licensee approved by the Commission from time to time;*
 - d) To deposit such security money as the Licensee may be entitled to recover from him under the Act and this Supply Code, 2018;*

5.121. If there is no separate written Agreement between the Distribution Licensee and the consumer, after the supply of electricity has commenced, the consumer shall be deemed to be bound by terms and conditions of the Supply Code, 2018. The consumer shall not refuse to tender an Agreement if so required by the Distribution Licensee within thirty days of commencement of the supply. Upon failure of the consumer to sign the Agreement, it shall be open to the Distribution Licensee after giving due notice and opportunity of representation to disconnect the supply to such Premises. However, the Distribution Licensee shall restore the supply immediately upon execution of the Agreement by such consumer.

5.122. If any Consumer terminates his Agreement within period of 2 years of the commencement of new or additional supply (or where no formal



Agreement is tendered, if the supply is not utilized for the period of 2 years, which would have been applicable if an Agreement has been tendered), the consumer shall be liable to pay the Fixed/Minimum charges for each month short of the period of 2 years.

5.123. A copy of the Agreement executed shall be given to the consumer/applicant.

(iv) Resale of Energy

5.141. The consumer shall not supply any energy supplied to him by the Licensee to another person or other premises unless the consumer holds a suitable sanction or licence for distribution and sale of energy granted by the Commission or has been exempted from obtaining the licence or has been appointed as a franchisee of the Distribution Licensee.

5. A tenant/ lessee/any other person has no privity of contract with the Electricity Department except the Appellant and obviously cannot be asked to pay the pending dues. The connection has been obtained by the Appellant in her name, but it does not give her the right to transfer the Agreement and the liability on a 3rd person. It was open for her to rent /lease her premises. However, she may have asked her tenant /lessee to get a connection in their name. Therefore, as long as the connection is in her name, she is fully responsible to watch the management of her premises and ensure that all pending liability w.r.t electricity are cleared in time. Any dispute regarding payment of electricity dues between them is required to be settled by her with the tenant/lessee/any person. If the Appellant has any issue with his tenant/ lessee, she needs to sort it out through the due process of law.
6. As enumerated above, the agreement can be terminated either at the request of the consumer or due to default in the payment of dues. Temporarily disconnection was carried out to recover the pending dues of the electricity. If anyone requests the electricity department for part payment and restoration of connection, the Respondents do not question the source of the payment. If someone is paying the electricity bills on behalf of the Appellant, it clearly implied that consumer is fully aware as to who is paying the bills on her behalf. In case of any doubt, it was open for the Appellant to get her connection disconnected. In this case, Appellant admitted during e-hearing that a 3rd person was using electricity in her name and also paying the bills on sharing basis. Therefore, the Appellant was duty bound to ensure that all dues of the electricity department are regularly paid. Her contention after around four years (2022) that bills should be recovered from the person who has get the installments done in 2018, is just an afterthought to escape the payment of pending



electricity dues. Allowing part payment by Respondents to a person using her premises and paying the bills to her on sharing basis neither terminate the agreement with her nor creates a separate agreement with a 3rd person requesting for part payment on her behalf. For release of a new electricity connection and entering into a agreement with a Distribution license (Electricity Department), many documents as per Supply Code Regulations-2018 are required to be submitted including payment of necessary charges. Same is the case for transfer of a electricity connection. Therefore, the contention of the Appellant that pending dues should be recovered from the 3rd person holds no water and is legally not sustainable. Her contentions is also against the provisions of Supply Code Regulations, section-5.141, which prohibits resale of electricity to any 3rd person or premise.

7. Hon'ble Delhi High Court in Tata Power Delhi Distribution vs Neeraj Gulati has observed as under in para-18, which is reproduced as under: -

“18. It appears that the petitioner therein relied upon the judgment of the Supreme Court in the case of Isha Marbles case v. Bihar State electricity Board (1995) 2 SCC 618. The Division Bench insofar as Isha Marbles (supra) is concerned, was of the view that in the said decision the facts were the previous owner of the premises in question had mortgaged/hypothecated the premises to secure a loan from the State Financial Corporation. Since the loan was not repaid, the property was auctioned/sold under Section 29 of the State Financial Corporation Act. The auction purchaser applied for reconnecting of the electricity supply to the premises, which had been disconnected for non -payment of dues by the previous owner. The question arose, whether the auction purchaser had to pay the electricity dues of the previous owner to get restoration of the electricity connection. **The Supreme Court held that the Electricity Board had no charge over the property and the Board could not seek enforcement of the contractual liability against the third party.** The Division Bench also held that the aforesaid view of Isha Marbles (supra) was repeated by the Supreme Court in Ahmedabad Electricity Company Ltd. (supra).”

8. Neither the Appellant nor the Respondents were prompt in disconnecting the electricity supply in time and allowed to accumulate the pending arrears against the provisions of Supply Code Regulations-2018.

9. In view of above discussions, I am of the considered view that the Appellant is fully responsible to clear the outstanding dues as he has entered into contract with the Electricity Department. The Electricity Department cannot enforce the contractual liability against a third party/Tenant, as upheld by various Courts.



(E) DECISION:-

- (i) For the reasons discussed above, the appeal of the Appellant is dismissed with no order as to costs, being devoid of merit.
- (ii) The order passed by Ld. CGRF-Goa in Order no.-21/2022 dated-14.10.2022 is upheld.
- (iii) In case, the Appellant or the Respondents are not satisfied with the above decision, they are at liberty to seek appropriate remedy against this order from the appropriate bodies in accordance with Regulation 37(7) of the Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2019.
- (iv) The appeal is disposed of accordingly.



10/2/2023

(M.P. Singh Wasal)
Electricity Ombudsman
For Goa & UTs (except Delhi)

Dated: 10.02.2023