

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

**Appeal No-200 of 2023**

**Date of Video Conferencing: 21.09.2023**

**Date of Order: 29.09.2023**

Shri Manoj R Chauhan,  
Goa

**.... Appellant**

**Versus**

The Chief Electrical Engineer,  
Electricity Department,  
Goa and others

**.... Respondent**

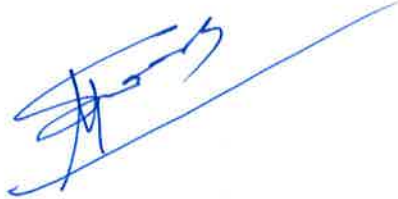
**Parties present:**

**Appellant(s)**

1. Shri Manoj R Chauhan,

**Respondent(s)**

1. Shri Pradip M. Naik,  
Executive Engineer



**Date of Order: 29.09.2023**

The Appellant has preferred an Appeal No-200 of 2023 against CGRF-Goa order in Complaint no-16/2023/75 dated-14.07.2023. The Appeal was admitted on 24.08.2023, as Appeal No.200 of 2023. Copy of the same as received was forwarded to the Respondents with a direction to submit their remarks/ counter reply on each of the points. The counter reply received from the Respondents was supplied to the Appellant who has filed the Rejoinder.

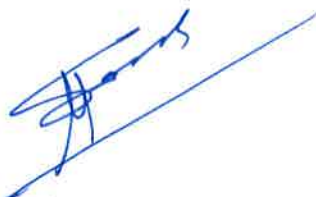
**(A) Submissions by the Appellant**

1. The Complainant has filed the Petition for exorbitant, manipulated and erroneous bills issued by the Vasco Electricity Department thereby causing mental harassment and agony by installing faulty meters at Akar Heights, Sancoale for Ref: - CA No. 60008413720 and Installation No. 5000762150.
2. On 13.6.2023 the electricity department officials disconnected the connection without giving any notice which itself was in violation of natural justice and such exploitation of consumers is bad in law.
3. The Complainant states that the meter was installed in the month of October 2022. The officers posted at the department are not at all ready to listen and furnish any documents as to how they arrived at such a huge amount when we have not even used such electricity which can be investigated by any agency.
4. The Complainant submitted the detailed chart highlighting the fraud and how the bill is manipulated and it requires the investigation of CBI and/or Vigilance department so that the fraud and cheating shall be stopped by some of the corrupt officials of Electricity Department.

<b>Akar Heights, House No. DFT-6, 5<sup>th</sup> Floor, Behind Bits Pilani, Sancoale, Goa 403726.</b>						
<b>Meter No. GOA34389-E</b>						
<b>CA No. 60008413720</b>						
<b>Inst No. 5000762150</b>						
<b>Bill</b>	<b>Bill No</b>	<b>Date</b>	<b>Due Date</b>	<b>Units Consumed</b>	<b>Reading Date</b>	<b>Total Amount</b>
1	10060819340	04/11/2022	18/11/2023	NIL	10/10/2022	Rs.7/-
2	10090072765	06/12/2022	20/12/2022	178	04/11/2022	Rs.726/-

3	10039652113	05/01/2023	19/01/2023	228	06/12/2022	Rs.1653/-
4	10052051694	06/02/2023	20/02/2023	7802	05/01/2023	Rs.45330/-
5	10080328486	05/06/2023	19/06/2023	14	06/05/2023	Rs.50879/-

5. Here if we see the consumption, actually it is not more 50 to 100 Units per month as it can be verified by the officials of the electricity department that there are no AC or any other heavy electricity consumption items.
6. The Complainant further states that the reading taken on 5.1.2023 was 7803 units as claimed and the reading taken on 6.5.2023 is 8548 units as claimed in the bill which means the consumption for the month of January 2023 to April. 2023 which is four months is 745 units which means the consumption is 186 units' average. Then how can such fluctuated bills be issued for installing faulty meters and/or meter already having units consumed and looting the consumers.
7. The Complainant state that the officials are not even ready to listen to our side and/or hear or investigate/enquiry about the meter and enquire about the meter readings. This problem has been for most of the consumers in Akar Heights. How can this be for the majority of meters installed. They are also not ready to give in writing anything or any proof for use of huge units. There are no chances of misusing the electricity as the building is not even occupied by 50% of members and there is a manager to look after the day-to-day affairs.
8. Under these circumstances, the Applicants therefore pray as under: -
  - a) to issue the rectified bill and replace the faulty meter.
  - b) to investigate as to how such huge bill was issued Inspite of not using the electricity.
  - c) Not to disconnect the meter until the petition is disposed of.
  - d) interim and ad-interim relief in terms of prayer clause (a) (b) and (c) above be granted;



e) any other further order and/or direction be given as the nature and circumstances of the case may require.

10. The Appellant further submitted as under:-

(i) The Applicant is the owner of the H.No.DFT-6, 5<sup>th</sup> Floor, Akar Heights, Behind Bits Pilani, Sancoale, Goa – 403 726.

(ii) On 13.6.2023 the electricity department officials disconnected the connection without giving any notice which itself was in violation of natural justice and such exploitation of consumers is bad in law.

(iii) The Complainant states that the meter was installed in the month of October 2022. However, the department has stated in their reply that the meter was installed in the month of January 2022. Also, the department has not informed what was the reading at the time of installation. Like now the meter is installed temporarily for verifying/checking the meter reading.

(iv) The temporary meter installed has given the bill of 890/- per month which shows that the monthly bill is not more than Rs.900/- that also after the hike of power tariff and fixed monthly fixed charges since January, 2023.

(v) Assuming but not admitting that the meter was installed in it the month of January, 2022 and the monthly bill is not more than Rs.900/- as per the temporary meter installed by the department on 16.6.2023 then also the total bill would not be more than Rs.13500/- which we are ready to pay and settle the dispute.

(vi) It seems that the department has failed to disclose the meter reading installed at the time of installation of the meter due to which the error shall have occurred and also the bills are not received regularly for the reason best known to the department.

(vii) In view of the above we humbly request your honour to issue the rectified bill as per the temporary meter installed for verifying/checking the monthly usage of tariff.



B). Submissions by the Respondent :-

Shri. Pradip M. Naik, working as Executive Engineer, Division-XI, Vasco in Electricity Department-Goa ,do hereby solemnly affirm and state on oath as under: -

1. The Assistant Engineer, Sub-Div.II (R), Vasco has informed that the installation stands in the name of **M/s. Akar Creations Pvt. Ltd.** who is the registered consumer with this department bearing installation No. **5000762150** and CA No. **60008413720** with the sanctioned load of **11.880 KW**. It is assumed that the said flat is rented out to Mr. Manoj Chauhan and a complaint is received from Mr. Manoj Chauhan regarding excess bill who is **not authorized** consumer of this department.
2. The parawise reply is as under :-

**Para 1-** The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, during the routine disconnection drive, the disconnections were carried out by their office who has failed to pay the regular energy bills for last 3 months and above. Unfortunately, the said installation of M/s. Akar Creations Pvt. Ltd. was found to be defaulter and hence the connection was disconnected. Upon known the fact when the complainant approached to their office, the installation was immediately reconnected on the same day ie. on 13.06.2023.

**Para 2-** The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, the allegation made in this para is false and unacceptable. The appellatant was fully co-operated by the officials of subdivision office and all such documents was provided as per his request. Secondly the amount was system generated depending upon the consumption recorded by the Energy Meter.

**Para 3-** The bills were generated in SAP System as per the consumption recorded by the energy meter & is illustrated in below table as per office records in sub-division office.

Sr. No.	Bill No.	Bill Date	Due Date	Units consumed	Reading Date	Total Amount	Remarks
1	10060819340	04.11.2022	18.11.2022	Nil	10.10.2022	Rs.7/-	Avg. billing
2	10090072765	06.12.2022	20.12.2022	178	04.11.2022	Rs.726/-	Avg. billing

3	10039652113	05.01.2023	19.01.2023	228	06.12.2022	Rs. 1653/-	Avg. billing
4	10052051694	06.02.2023	20.02.2023	7396	05.01.2023	Rs. 45330/-	Actual billing
5	10070481566	06.03.2023	20.03.2023	235	06.02.2023	Rs. 46565/-	Actual billing
6	10100054473	06.04.2023	20.04.2023	163	06.03.2023	Rs. 47902/-	Actual billing
7	10045370687	06.05.2023	22.05.2023	333	06.04.2023	Rs. 49889/-	Actual billing
8	10001977083	15.06.2023	29.06.2023	314	06.05.2023	Rs. 52094/-	Actual billing
9	10061441282	06.07.2023	20.07.2023	322	05.06.2023	Rs. 53902	Actual billing
10	10052906951	08.08.2023	22.08.2023	235	06.07.2023	Rs. 56518/-	Actual billing
11	10046263012	06.09.2023	22.09.2023	200	08.08.2023	Rs. 40576/-	Actual billing

**Para 4-** It is not understood on which methodology, 50 to 100 units were consumed as projected by the complainant. Based on actual consumption of the meter, the bills were generated.

**Para 5-** The readings were recorded by the energy meter and the same was considered for billing. The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, after verifying the office records, it has been confirmed that the energy meter installed at consumer's premises was carried out with the consent of the applicant/ builder of Akar Heights. The test report related to the meter installation was duly authenticated by the builder/registered consumer of this department.

Further, we want to emphasize that the allegation made against our department is entirely false. The meter was tested by the MRT Office as per the directives received from the Hon'ble CGRF and their findings confirmed that the meter is in good condition.

**Para 6-** The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, the complainant or his so called representative was heard timely when he approached to sub-division office and hence the allegation made is baseless. The Sub-division II (R),Vasco office generates and issues monthly energy bills to around 25000 consumers and there is no specific complaint received so far from any of the resident of Akar Heights and from other consumers as mentioned by the complainant.

- a) The meter was sent to MRT lab for testing upon direction received from the CGRF and it was found OK. Therefore, the bills cannot be rectified.
- b) The bills were issued as per the consumption recorded by the good working energy meter.
  - A) Agreed. The connection will not be disconnected until the petition is disposed off.
  - B) No comments
  - C) No comments

**Para 7-** No comments

**Para 8-** No Comments

**Para 9-** No Comments

**Para 10-** The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, The energization date is mentioned on the energy bill. Also the registered consumer M/s. Akar Creations Pvt. Ltd is also aware when the connection was released.

**Para 11-** The energy bills were timely generated and issued to the consumer.

**Para 12-** The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, The complainant is not a registered consumer of the said premises as per office records. M/s. Akar Creations Pvt. Ltd, the registered consumer of this department were informed about the installation of meter. The bills were timely generated and issued to the address registered with this department.

**Para 13-** The Assistant Engineer (Com), Sub-Div.II ( R), Vasco has informed that, the disconnection drive was conducted in that area of the defaulters who have not paid bills for more than 3 months and unfortunately, the said installation of M/s. Akar Creations Pvt. Ltd. was found to be defaulter and hence the connection was disconnected.

Later upon verification the same was immediately reconnected on the same day ie. 13.06.2023. The Sub-division II (R),Vasco office generates and issues monthly energy bills to around 25000 consumers and there is no specific complaint received so far from any of the resident of Akar Heights and from other consumers as mentioned by the complainant. Hence the statement made by the complainant is false.

**Para 14-** reply same as para 4

**Para 15-** reply same as para 5

**Para 16-** The Officers of this department are very prompt and the grievances are heard in length and there are no complaints against the officers of the subject matter cited by the complainant. The complainant aggravated with the bills and hesitate to pay the energy bills, thereby tarnishing the image of the department. The department is bound to the readings recorded in the energy meter for generation of bills and all such correspondence was provided to the complainant. Also the meter testing report was endorsed to him as a proof that the energy meter is working in permissible limit.

**Para 17-** As per the directives received from Hon'ble CGRF, the meter was removed and sent for testing in MRT Lab Margao and was found to be working in permissible limit. Meanwhile, new energy meter was installed to take the readings.

**(D) Order of Ld. CGRF-Goa dated-14.07.2023 in CC No-16/2023/75, preferred for Appeal:**

**Order.**

*"In light of the foregoing, we did not find any billing error or deficiency in service rendered by the Department. Hence the complaint stands dismissed.*

*However, in the peculiar facts and circumstances and in interest of justice, the deadline for payment of the outstanding arrears by the complainant shall stand extended by 15 (fifteen) days from the date of receipt of this order.*

*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, 3<sup>rd</sup> 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](mailto:ombudsman.jercuts@gov.in) within one month from the date of receipt of this order."*

**(D) Deliberation during e-hearing on 21.09.2023:-**

**1. Appellant's Submission:**

- a. Shri Manoj R Chauhan-Appellant reiterated his version as submitted in the Appeal/Rejoinder.
- b. He submitted that he was not informed what is the initial reading of the meter at the time of installation of meter.
- c. He further submitted that he is not getting the electricity bills from the Respondents.
- d. On specific query by this court, he clarified that he has purchased the premise from M/s Akar Creations Pvt. Ltd. in Corona period (2019) and has already submitted the ownership documents to the CGRF.
- e. On further query by this court, as to whether he has noted the initial reading of Electricity and Water meter at the time of possession. He clarified that he has taken possession of the premise from M/s Akar Creations Pvt. Ltd. and at the time of possession he has not noted the readings of electricity/water meter.
- f. He further submitted that he has rented his Goa premises to the tenants and he ordinary lives in Mumbai.
- g. On further query by this court, as to whether he has written to the Electricity Department or checked the bills on the official website of Goa-Electricity Department, he replied in negative stating that he has no meter number to login the website.

**2. Respondent's Submission:**

- a. Shri Pradip M.Naik, Executive Engineer, reiterated their stand as submitted in the counter reply.
- b. He submitted that connection is in the name of M/s Akar Creations Pvt. Ltd., who has supplied the Electricity Meter to the Department after testing, from the Metering Laboratory and also the meter was also installed by M/s Akar



Creations Pvt. Ltd.

- c. He further submitted that Electricity bills are regularly issued to the residents and there was no complaint from anyone regarding non-receipt of the bills.
- d. He further submitted that anyone can download the bill from their website also.
- e. He informed that the meter installed at the premises of the Appellant was again tested in the Metering Laboratory as per orders of Ld. CGRF and its accuracy was found to be OK, therefore bills generated are as per actual consumption recorded by the tested meter.

**(E) Findings & Analysis: -**

1. I have perused the documents on record, in Appeal No-197/2023 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 are as under: -
  - i. Whether the Appellant is entitled for rectification of his exorbitant electricity bill as prayed for?
  - ii. Whether the present agreement with Electricity Department is valid?
4. Regarding the issue as at 3(i) above, as to whether the Appellant is entitled for rectification of his inflated electricity bill as prayed for?

4.1 Following provisions have been provided in the Supply Code Regulations-2018, notified by the Hon'ble Commission: -

**(a) Supply and Installation of Meters and MCBs**

6.16 *The consumer shall be responsible for safe custody of meter(s), MCB/CB, etc., if the same are installed within the consumer's premises. The consumer shall promptly notify the Licensee about any fault, accident or problem noticed with the meter.*

**(b) Testing of Accuracy of Meters**

6.34 *The Licensee shall have the right to test any meter and related apparatus if there is a reasonable doubt about accuracy of the meter.*

*The consumer shall provide the Licensee necessary assistance in conduct of the test.*

*6.35 A consumer may request the Licensee to test the meter on his premises if the consumer doubts its accuracy, by applying to the Licensee in the format given in **Annexure X** to this Supply Code, 2018, along with the requisite testing fee. On receipt of such request, the Licensee shall follow the procedure as detailed in Regulations 6.36 to of this Supply Code, 2018.*

*6.36 The meter may be tested for accuracy at a third-party facility, if so desired by the consumer. The list of third-party agencies, which are accredited by NABL (National Accreditation Board for testing and Calibration Laboratories) shall be available on the website of the Licensee:*

*Provided that in case of testing on the consumer's request, the consumer shall have to pay the testing fee as per the cost specified by the Licensee with the approval of the Commission:*

*Provided further that if the meter is found to be defective / burnt due to technical reasons attributable to the Licensee, viz., voltage fluctuation, transients, etc., the Licensee shall refund the test fee to the consumer by adjustment in the subsequent bill.*

**( c ) Replacement of Meters (including MDI) Not Recording**

*6.45 The consumer is expected to intimate the Licensee as soon as it comes to the notice of the consumer that the meter has stopped or is not recording.*

*6.46 If during periodic or other inspection any meter is found to be not recording by the Licensee, or a consumer makes a complaint in this regard, the Licensee shall follow the procedure detailed in Regulations of this Supply Code, 2018.*

*6.47 If the meter is actually found to be not recording, the Licensee shall replace the non-working (stuck, running slow, fast or creeping) meter within 15 working days.*



**(d) Billing**

*7.4 The Licensee shall issue the first bill within two billing cycles of energizing a new connection. In case the consumer does not receive the first bill within two billing cycles from the date of energization of the connection, the consumer shall complain, in writing, to the Licensee's office and the Licensee shall issue the bill within the next 14 days.*

*7.5 The bill will be delivered to the consumer immediately in case of spot billing under acknowledgment by the consumer. In all other cases, the Licensee shall ensure that the bill is delivered to the consumer by hand/post/courier at least 15 days prior to the due date of payment.*

*7.6 If a consumer does not receive the bill within 7 days of the probable bill issue date, the consumer may obtain a duplicate bill from the concerned billing office of the Licensee or download it from the website of the Licensee. However, the responsibility of delivering the bill to the consumer lies with the Licensee only. The Licensee shall issue a duplicate bill immediately if the consumer contacts the Licensee's office in person/telephonically, or on the date of acknowledgement if received by post.*

**(e) Payment on Self-Assessment by the Consumer**

*7.19 In case of non-receipt of bill, the consumer may deposit self-assessed bill in the format prescribed in **Annexure XII** to this Supply Code, 2018 for the period for which bill has not been received, provided that it is not less than the average consumption during the billing cycle over the last six months. The excess/deficient payment so made by the consumer shall be adjusted in the next bill.*

*7.20 In case of dispute regarding levy of surcharges, the Licensee shall settle the dispute within one billing cycle from the date of protest by the consumer after giving him an opportunity of being heard.*

4. (a) I have gone through the contentions of the parties. As per Respondents contentions before the CGRF, the connection was released in January,2022 and there was a delay in generation of First bill through Computerised SAP system. As a result, First Provision bill was issued in November,2022, which was not paid by the Appellant. The bill issued in February,2023 is for the actual consumption from January,2022 to 05.01.2023 (12 Months), and all bills issued to the Appellant during this period on average basis were adjusted.

- (b) As per consumption data supplied by the Respondents the first bill was issued on 10.10.2022 at an initial reading of 0001 and the meter was supplied by M/s Akar Creations Pvt. Ltd. A testing report dated-14.01.2019 of the Metering Laboratory submitted by the M/s Akar Creations Pvt. Ltd. to the Respondents, which shows that at the time of testing the Final reading was 000003.5. For the last nine months the Appellant has not bothered to check up whether the payment is required to be made for the use of electricity or not. He woke up only when the electricity supply was disconnected on 13.06.2023 for nonpayment of Rs.50,879/-.
- (c) The connection was restored as per Interim Order dated-14.06.2023 of the Ld. CGRF. He enquired from the Electricity Department and came to know that in the months of January,2023 there was consumption of 7802 units. The Respondents have clarified that this is the actual consumption bill from January,2022 to 05.01.2023 (12 months ) and average billing charged during the period from 10.10.2022 to 06.12.2022( 57 days) has been adjusted. The contention of the Appellant is that such a consumption could not be possible as his tenants have a family of 3-4 persons only. But the circumstance itself speaks that meter was got installed by M/s Akar Creations Pvt. Ltd., the so-called Builder/Promoter of the society and their agents were managing the affairs of the society as confirmed by the Appellant in the e-hearing. As clarified by the Appellant, he is not aware how the electricity is being used in his flat/premise, as he never bothered to check the meter reading or to pay the electricity bills for the last around nine months. He paid the 1/3<sup>rd</sup> payment of outstanding amount only after the intervention of this court.
- (d) As per Appellant contention, he has rented his flat to tenants from 01.02.2022 to 31.12.2022 and thereafter from 01.01.2023 to 30.11.2023. Even when the flat was given to tenants on 01.02.2022 and thereafter on 01.01.2023, it is generally the practice that before taking possession the tenants/owners do note meter readings of Electricity/Waste meters to avoid disputes at a later stage. But no such documents were supplied by the Appellant to prove that meter reading of his electricity meter was different than the projected by the Respondents in the electricity bills.
- (e) As far as accuracy of the meter is concerned the meter was tested on 14.01.2019 (initial testing) and again on 28.06.2023, at the intervention of the CGRF. In both the testing the accuracy of the meter was found to be correct. The meter will record only if there is consumption through it. However, once it is proved that initial meter reading at the time of energisation was 00003.5 units instead of

00001 units as projected by the Respondents, therefore the Appellant is entitled for refund of 2.5 units charged extra.

- (f) If we calculate the estimated consumption for the load of 11.880 KW got sanctioned by the Appellant, it comes out to be 1283 units per month (30 days) as per Annexure-XVIII of the Supply Code Regulations-2018. The total estimated consumption for 12 months works out to be 15,396 units. So, in view of the submissions, in my considered view the alleged excess consumption of 7802 units for 12 months is possible and is just 50% of the estimated consumption as calculated above. As long as the meter is recording accurately and there is no evidence on record that the reading taken were different at any time during the disputed period from 10.10.2022 to 05.01.2023, it can not be presumed that meter was not recording accurately. To stop misuse of electricity from his meter is the responsibility of the Appellant himself being custodian of the meter as per Regulations.
- (g) Another contention of the Appellant was that he is not getting the bills also holds no water. As per Regulations he could have paid as per self-assessment or could have download from the website of the Respondents or could have written to Respondents regarding non-receipt of bills or could have ask for duplicate bills from the office of the Respondents. It appears there was no intention to pay the bills. Had he made efforts to pay the bills, he would have come to know the actual meter reading and to avoid the possible misuse of his meter, if any. Therefore, in my considered view there is no merits in this contention and according hereby rejected being devoid of merits.

5. Regarding issue no.- 3(ii) as above, as to whether the present agreement with Electricity Department is valid?

- (a). Following provisions have been provided in the Supply Code Regulations, 2018, notified by the Hon'ble Commission: -

**“Transfer of Connection**

5.85 The consumer shall not without prior consent in writing of the Distribution Licensee assign, transfer or part with the benefit of the Agreement executed with the Distribution Licensee nor shall part with or create any partial or separate interest thereunder in any manner.

5.86 A connection may be transferred in the name of another person upon death of the consumer or in case of transfer of the



ownership or occupancy of the premises, upon filing an application form in the prescribed format given in either **Annexure IV or V** (as applicable) for change of name by the new owner or occupier:

Provided that such change of name shall not entitle the applicant to require shifting of the connection from the present location.

5.87 The Licensee shall deal with applications relating to change of consumer's name due to change in ownership/occupancy of property in accordance with the procedure detailed below.

- (1) .....
- (2) .....
- (3) .....

5.88 The Licensee shall deal with applications relating to transfer of consumer's name to legal heir in accordance with the procedure detailed below:

(1) The applicant shall apply for change of consumer's name in the format prescribed in **Annexure V** to this Supply Code, 2018, with a copy of the latest bill duly paid. The application form shall be accepted on showing the Registered Will/deed, Succession/Legal heir Certificate, Mutation in municipal/land records or any other proof of legal heirship. The Licensee shall process the application form in accordance with Regulations of this Supply Code, 2018.

(2) Security deposit lying with the Licensee in the name of original consumer shall be transferred to its legal heir to whom the connection is to be transferred and the shortfall in security deposit calculated as specified in **Annexure XVIII** of this Supply Code, 2018, if any, shall be payable by the applicant.

(3) The change of consumer's name shall be affected within two billing cycles after acceptance of application.

(4) Any charge for electricity or any sum other than charge for electricity as due and payable to Licensee, which remains unpaid by a deceased consumer or the erstwhile owner/occupier of any land/premises as the case may be, shall be a charge on the premise transmitted to the legal representative/ successors-in-law or transferred to the new owner of the premise as the case may be, and same shall be recoverable by the Licensee as due from such legal representative or successor-in-law or new owner/occupier of the premises as the case may be. ”

(b) 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)."

(c) In view of above discussions, I am of the considered view that the Appellant should have got the electricity connection transferred in his name after the purchase of flat/premise, rather than consuming the electricity in the name of a third party. The agreement between Electricity Department and with M/s Akar Creations Pvt. Ltd. has become null and void.

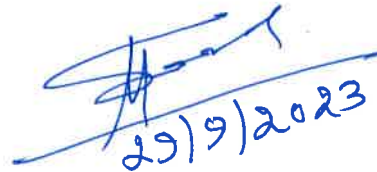
## **(F) DECISION**

1. For the reasons discussed above, the Appeal of the Appellant is hereby dismissed being devoid of merits.
2. The Orders in Complaint No-16/2023/75 dated-14.07.2023 passed by Learned CGRF-Goa are upheld.
3. The Appellant is required to pay the pending electricity bills with late payment surcharge. However, if the Appellant requests for monthly installments, the same may be considered sympathetically.
4. The Appellant be refunded the cost of 2.5 units as per tariff in force as on today, within 15 days.
5. Since the existing agreement has become null and void, the Electricity Department-Goa/Deemed Distribution Licensee is directed to issue notice to the Appellant to get the existing connection transferred in his name within 90 days. If the Appellant fails to file an application as per Supply Code Regulations-2018, this electricity connection be disconnected and action be



taken to recover the pending dues. If Appellant applies for Transfer of connection/Change of name or a new connection as per provisions of Supply Code Regulations-2018, the same be expedited as per said Regulations.

6. 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.
7. The Electricity Department/Licensee should submit a compliance report to the office of Electricity Ombudsman on the action taken in this regard within **30 days** from the issuance of this Order by email.
8. Non-compliance of the orders of the Ombudsman by the Electricity Department/Licensee shall be deemed to be a violation of Regulations and shall be liable for appropriate action by the Commission under the provisions of the Electricity Act, 2003.
9. The appeal is disposed of accordingly.



(M.P. Singh Wasal)  
Electricity Ombudsman  
For the State of Goa & UTs

Dated:29.09.2023  
Gurugram (Haryana)