

**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-240 of 2025

Date of Video Conferencing: 08.08.2025  
Date of Order: 13.08.2025

In the matter of

Shri Pawan Kumar,  
S/o Late Shri Parmeshwari,  
House No 955, Village Daria,  
Chandigarh.

.... Appellant

VERSUS

The Executive Engineer,  
'OP' Division 2  
Chandigarh Power Distribution Ltd,  
Chandigarh

....Respondent(s)

Appellant(s)

Shri Pawan Kumar in person

Respondent(s)

Mr Balbir Singh,  
Executive Engineer,  
'OP' Division 2  
Chandigarh Power Distribution Ltd,  
Chandigarh

Mr Dhruv Shakuntlam,  
Sr. Executive Legal,  
Chandigarh Power Distribution Ltd,  
Chandigarh



## ORDER

This representation was filed on 21st July, 2025 by Shri Shri Pawan Kumar, S/o Late Shri Parmeshwari, House No 955, Village Daria, Chandigarh under Section 42(6) of the Electricity Act 2003 read with Regulations 35 & 36 of Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations 2024 against the order dated 27th June 2025 in case No. G-21/2025 passed by the Ld. Consumer Grievance Redressal Forum (CGRF), Chandigarh.

After a thorough examination of the complaint and following due process, the admission notice was issued on 24.07.2025 and a copy of the complaint was forwarded to the Respondent, Executive Engineer, Executive Engineer, 'OP' Division No. 2, Chandigarh Power Distribution Ltd. directing him to file a reply to the appeal filed by the Appellant Shri Pawan Kumar, vide this office letter dated 24<sup>th</sup> July, 2025.

### **A. Submission by the Appellant:**

1. That I am the lawful occupier of premises bearing House No. 955/2 constructed on land comprised in Khasra No. 10//24, Village Daria, by virtue of purchase of the said land from the recorded owner through a Notarized General Power of Attorney, Will, and Sale Agreement, against which full and final consideration has been paid. Physical possession of the said land and structure was duly handed over to me by the seller.
2. That I applied for an electricity connection as an occupier of the said premises in compliance with the requirements of the *JERC Electricity Supply Code, 2018*, enclosing all requisite documents, namely:  
Recent photograph, Proof of identity, Proof of occupancy, Proof of current address, and Written Consent of the owner.  
The application was successfully uploaded online, and acknowledgment was generated.
3. That Under Regulation 5.35 of the Supply Code, 2018, any deficiency in an application must be intimated to the applicant within three (3) days of receipt. No such deficiency was communicated within the stipulated time. However, after a lapse of eight (8) days, on 24.04.2025, I was informed of an objection stating that I must submit an *Affidavit-cum-Indemnity Bond* on ₹20/- stamp paper, as per the specimen available from the concerned Sub-Division.



4. That a copy of the specimen Affidavit-cum-Indemnity Bond obtained states that either a Ration Card or Aadhaar Card bearing the same address as proof of occupancy for the purpose of releasing the electricity connection. Appellant responded on 25.04.2025 stating that I do not possess any ID proof showing the same address as the applied premises and would not submit a false affidavit. It was further clarified that no other connection exists at the said premises and that my application as an occupier already included the consent of the owner.
5. That Under *Annexure-1 – Application Form (Low Tension Service)* approved by JERC, Declaration Clause (e) clearly states that the connection is only for availing electricity during occupancy and does not confer ownership rights over the premises. Neither the Annexure-1 form nor any provision of the *Supply Code, 2018* mandates submission of such an Affidavit-cum-Indemnity Bond for obtaining a new connection. In fact, under Clause 1.3 of the Supply Code, any additional requirement not approved by JERC is impermissible. Moreover, the Government of India and the Chandigarh Administration have already dispensed with the requirement of affidavits in such matters.
6. That on 02.05.2025, the Appellant lodged Complaint No. 82877 with CPDL through its 24x7 WhatsApp facility regarding the delay caused by insisting on an unapproved Affidavit-cum-Indemnity Bond. The Appellant was advised to approach the SDO, but upon doing so, the SDO categorically stated that the connection would not be released without the said document. Having been denied my fundamental right to electricity, the Appellant approached the Hon'ble CGRF on 07.05.2025. The matter was admitted as Complaint No. G-21/2025. During the CGRF proceedings, I was again pressed to submit the Affidavit-cum-Indemnity Bond. I reluctantly agreed to submit a slightly modified version approved by CGRF, which was uploaded on 09.06.2025. Security deposit was paid on 11.06.2025, and the connection was finally released on 17.06.2025.
7. That as per Regulation 5.52 (as amended on 02.08.2024), the licensee must release a connection within seven (7) days of receipt of a complete application. Under Regulation 5.5 (as amended), failure to supply within the prescribed period attracts a penalty of up to ₹500 per day of default. In the present case, the connection should have been released by 22.04.2025. Instead, it was released after a delay of 56 days solely due to insistence on an unapproved document.
8. That the Appellant has seeks relief for the delay attributed in releasing New Connection in his name. The licensee's delay constitutes a violation of the mandatory timelines prescribed in the



Supply Code, 2018. The insistence on an unapproved Affidavit-cum-Indemnity Bond was arbitrary, without legal backing, and caused avoidable harassment.

The licensee is liable for penalty under Regulation 5.5 as amended.

It is therefore respectfully prayed that this Hon'ble Authority be pleased to:

- a) Allow the present appeal;
- b) Direct the licensee to pay penalty as per the JERC Supply Code provisions for the 56 days of delay;
- c) Pass any other order in the interest of justice, equity, and fair play

## **B. Submission by the Respondent:**

### **1. Preliminary Submissions**

CPDL is a deemed distribution licensee under the fifth proviso to Section 14 of the Electricity Act, 2003 and has been responsible for the distribution and retail supply of electricity in the Union Territory of Chandigarh with effect from 01.02.2025 ("Transfer Date"), pursuant to the Chandigarh Electricity Reforms Transfer Scheme, 2025 notified on 31.01.2025.

The present Reply is being filed in compliance with the Admission Notice dated 24.07.2025 issued by this Hon'ble Electricity Ombudsman.

The Appellant has challenged the Order dated 27.06.2025 passed by the Learned CGRF in Complaint No. G-21/2025, wherein the Ld. CGRF recorded that the Appellant's grievance stood resolved by release of the electricity connection on 17.06.2025 and accordingly closed the matter.

### **2. Brief Facts**

The Appellant, Shri Pawan Kumar, applied on 15.04.2025 for a new domestic electricity connection of 3 kW at House No. 955/2, Village Daria, UT Chandigarh, situated outside Lal Dora, vide Application No. NCA/2025/02122.

The application was accompanied by the following documents:

- a) Declaration Form;
- b) Copy of Aadhaar Card bearing address "H. No. 955, Village Daria, Chandigarh";
- c) Test Report;
- d) Affidavit/No Objection Certificate (NOC) by Shri Avtar Singh claiming ownership of the property, without supporting title documents;
- e) Unregistered Sale Agreement (purported full and final payment);



- f) Unregistered General Power of Attorney;
- g) Unregistered Will executed by Shri Avtar Singh.

Upon scrutiny, it was found that no valid proof existed to establish that the Appellant was the owner or lawful occupier of the premises. Accordingly, the application was deficient in mandatory documents under the JERC Electricity Supply Code, 2018 ("Supply Code").

The Appellant was therefore requested to submit an Affidavit-cum-Indemnity Bond on ₹20 stamp paper, declaring his occupancy of the premises.

The Appellant initially refused, stating he had no address proof matching the premises and declined to execute the Affidavit. Instead, he approached the CGRF by filing Complaint No. G-21/2025.

The Ld. CGRF, vide Order dated 27.06.2025, permitted modification of Para 3 of the Affidavit-cum-Indemnity Bond to read simply:

"I state that I am residing in the above-said premises for the past \_\_\_\_ years." instead of requiring address-matching proof.

Pursuant to this modification, the Appellant uploaded the requisite documents on 09.06.2025, deposited the security amount on 11.06.2025, and CPDL released the connection on 17.06.2025 with meter reading 0000.00.

3. No delay attributable to CPDL:

Section 43(1) of the Electricity Act, 2003 obligates a licensee to supply electricity only upon receipt of a duly completed application, inclusive of prescribed charges and complete supporting documents.

Regulation 5.38 of the Supply Code provides that an application is deemed received only when complete in all respects with requisite documents. In this case, the application became complete on 11.06.2025, when the security deposit was paid. The connection was released on 17.06.2025—well within the 7-day limit under Regulation 5.52 (as amended).

Affidavit-cum-Indemnity Bond in line with Supply Code:

The Appellant's objection to the Affidavit-cum-Indemnity Bond is without merit. Regulation 5.30(7) of the Supply Code mandates that where an applicant is a lawful occupier but cannot produce a No Objection Certificate from the owner, a separate Indemnity Bond in the prescribed form must be executed.



Further, Regulation 5.30(8) permits the licensee, in the case of JJ clusters or areas without specific municipal address, to accept ration card or electoral ID with the same address solely for releasing the connection. In the present case, the premises is outside Lal Dora and the Appellant could not produce such address proof; therefore, execution of the Affidavit-cum-Indemnity Bond was the only permissible route under the Code.

The format used was strictly in conformity with these provisions and intended solely to facilitate connection to applicants lacking conventional ownership documentation.

**C. Proceedings & Hearing:**

The matter was taken up for hearing wherein both the Appellant and the Respondent presented their submissions.

Parties present:

- |  |                     |
|--|---------------------|
| 1. Shri Pawan Kumar  | Appellant in person |
| 1. Mr. Balbir Singh,<br>Executive Engineer,<br>'OP' Division 2<br>Chandigarh Power Distribution Ltd,<br>Chandigarh |                     |
| 2. Mr. Dhruv Shakuntlam,<br>Sr. Executive Legal,<br>Chandigarh Power Distribution Ltd,<br>Chandigarh               | Respondent(s)       |

The Appellant reiterated his grievance regarding the alleged delay in the release of a new electricity connection for his premises. He stated that:

- He had applied for a new connection on 15.04.2025, but the connection was released only on 17.06.2025, resulting in a delay of 56 days.
- The requirement of an Indemnity Bond was unwarranted and contrary to the provisions of the JERC Electricity Supply Code, 2018.
- He is entitled to compensation for 56 days at the rate of ₹500 per day for the period of default.

In support of his contentions, the Appellant placed on record the documents relating to his application and correspondence with the Respondent.



The Respondent submitted that the application initially filed by the Appellant was incomplete, as it lacked valid proof of Ownership or Occupancy of the premises. The Appellant was accordingly requested to furnish the requisite documents, including an Indemnity Bond on a ₹20/- stamp paper declaring his occupancy.

However, instead of complying immediately, the Appellant preferred an appeal before the Ld. CGRF, Chandigarh on 07.05.2025. The matter was adjudicated by the CGRF on 27.06.2025. Subsequently, before the orders were passed by the Ld. CGRF the Appellant uploaded the required documents, including the Indemnity Bond, on 09.06.2025. The security deposit was paid on 11.06.2025.

The Respondent stated that, in accordance with the applicable regulations, the date of acceptance of the complete application is taken as the date on which all formalities, including payment of security charges, are fulfilled. In this case, that date was 11.06.2025. The connection was thereafter released on 17.06.2025, within the stipulated seven-day timeline.

During the proceedings, the Respondents were further directed to submit documentary evidence of having raised the deficiency note to the Appellant. The Respondents complied with this direction and furnished the said evidence vide their Email dated 08.08.2025, which has been taken on record.

The Respondent therefore contended that there was no delay on their part as the Appellant has completed the documents requirement only on 11.06.2025 when the application was complete in all respects, and as such, the claim for compensation is not sustainable.

#### **D. Findings and Analysis:**

1. The Forum have perused the documents on record and pleadings of the parties.
2. The main objections raised by the Appellant against the Orders passed by the Ld. CGRF Chandigarh in case No G-21/2025 dated 27.06.2025 are as under: -
  - I. He had applied for a new connection on 15.04.2025, but the connection was released only on 17.06.2025, resulting in a delay of 56 days.
  - II. The requirement of an Indemnity Bond was unwarranted and contrary to the provisions of the JERC Electricity Supply Code, 2018.
  - III. He is entitled to compensation for 56 days at the rate of ₹500 per day for the period of default.



The Appellant, Sh. Pawan Kumar, S/o Sh. Parmershari Dass had submitted an application on 15.04.2025 for the grant of New Electricity Connection for his residence at H. No. 955/2 Village Daria, UT, Chandigarh, falling outside Lal Dora vide application No. NCA/2025/02122 under Domestic Category along with following documents:

(i) Declaration Form

(ii) Copy of Aadhar Card having address H. No. 955 village Daria, Chandigarh.

(iii) Test report

(iv) Affidavit NOC of Sh. Avtar Singh claiming to be the owner of property, *but without having any documentary proof in support of his claim. Such Affidavits are always supported by the ownership trail which is registered in the Revenue record. An NOC (No Objection Certificate) in the form of an affidavit without supporting documents is generally not considered sufficient proof of ownership in legal or administrative contexts in India. An affidavit is a self-declared statement, even if notarized. Without corroborating documents, it does not establish legal title. An NOC Affidavit Represents a declaration by an individual or party stating they have no objection to a particular transaction or claim. In property matters, it may be used to show that legal heirs or other stakeholders do not object to the transfer of ownership. It can be a supporting document in ownership claims but not a standalone proof. To establish ownership—especially for immovable property or inheritance—courts and authorities typically require:*

- *Registered sale deed or title deed*
- *Mutation records from municipal or revenue authorities*
- *Succession certificate or probate (in case of inheritance)*

**Since it lacked the legally valid supporting document it cannot be treated as valid proof of occupancy.**

(v) Un-registered Sale Agreement (full and final Payment).

An **unregistered sale agreement**, even if it mentions **full and final payment**, does not confer **legal ownership or title** under Indian law. Under **Section 54 of the Transfer of Property Act**, ownership of immovable property **cannot be transferred** through an unregistered sale agreement. A **registered sale deed** is mandatory for legal title. As per **Section 17 of the Registration Act, 1908**, any transaction involving immovable property worth more than ₹100 must be registered to be legally valid.





Since it also lacked the legally valid supporting document it cannot be treated as valid proof of occupancy.

(vi) Un-registered GPA.

*An unregistered General Power of Attorney (GPA) that is not recorded in the revenue records cannot be treated as a legally valid document for transferring ownership of immovable property in India.*

*As per the landmark judgment in Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana, the Supreme Court held that GPA transactions do not convey ownership. A GPA merely authorizes someone to act on behalf of the principal—it does not transfer title.*

*Under Section 17 of the Registration Act, 1908, any document that affects immovable property must be registered. An unregistered GPA cannot be used to execute a valid sale deed. If the GPA is not recorded in revenue records, it further weakens its evidentiary value. Revenue records are often used to establish possession and ownership in administrative proceedings.*

Since it also lacked the legally valid supporting document it cannot be treated as valid proof of occupancy.

(vii) Unregistered Will executed by Sh. Avtar Singh.

*An unregistered Will in India is legally valid, provided it meets the requirements under the Indian Succession Act, 1925. Registration is not mandatory, and the Will can still be enforced even if it is not recorded in revenue records.*

*As per Section 18 of the Indian Registration Act, 1908, registration of a Will is optional. A Will is valid even if it is not registered.*

- **Execution Requirements** (Section 63, Indian Succession Act, 1925):
- *Must be in writing*
- *Signed by the testator*
- *Attested by two witnesses, who are not beneficiary*

Since the WILL submitted by the Appellant is not attested by any witness it can still cannot be relied upon for the purpose of ownership of premises in question. In totality there is no document submitted by the Appellant but CPDL still tried to release the connection based on the provisions of Regulation 5.30 of JERC Electricity Supply Code 2018 which states as under:



*Regulation 5.30*

*Any of the following documents shall be considered as acceptable proof of ownership or occupancy of premises:*

- 1. copy of the registered sale deed or lease deed or rent agreement and in the case of agricultural connections, a copy of khasra/khatauni/khata nakal;*
- 2. Registered General Power of Attorney;*
- 3. Municipal/Panchayat tax receipt or Demand notice or any other related Page 24 JERC for the State of Goa and UTs- Electricity Supply Code Regulations, 2018 document;*
- 4. Letter of allotment;*
- 5. Copy of the house registration certificate issued by the Panchayat/ownership certificate issued by Revenue Authorities;*
- 6. Any other ownership related document issued by local Government Authority.*
- 7. An applicant who is not an owner but an occupier of the premises shall, along with any one of the documents listed at (1) to (6) above, also furnish a No Objection Certificate from owner of the premises:*

***Provided that where an applicant, who is lawful occupier of the premises, is a tenant or a leaseholder and is unable to produce the No Objection Certificate from owner for obtaining a connection, a separate Indemnity Bond shall be executed in favour of the Distribution Licensee in the form prescribed by the Distribution Licensee.***

CPDL vide letter No NCA/2025/02122 dated 24/04/2025 requested to Appellant to submit the Indemnity Bond. But instead of complying with the regulations the Appellant preferred an appeal with Ld. CGRF.

As regards the claim for compensation, the facts of the matter are as follows:

The Appellant, Shri Pawan Kumar, S/o Shri Parmeshari Dass, applied for a new electricity connection for his residence at House No. 955/2, Village Daria, U.T. Chandigarh, under the Domestic Category, vide Application No. NCA/2025/02122 dated 15.04.2025. Upon initial scrutiny, it was observed that all documents submitted were unregistered and were not accompanied by any supporting evidence to establish lawful occupancy or ownership in the Appellant's name.

Accordingly, the Distribution Licensee, vide letter bearing No. NCA/2025/02122, advised the Appellant to submit an Indemnity Bond in compliance with Regulation 5.30 of the JERC



Electricity Supply Code, 2018. Instead of complying with the said directions at that stage, the Appellant approached the Ld. CGRF, Chandigarh, under Section 42(5) of the Electricity Act, 2003, by filing a petition.

The matter, registered as Case No. G-21/2025, was contested before the Ld. CGRF by both parties between 07.05.2025 and 27.06.2025, when final orders were passed. During the pendency of the proceedings, the Appellant submitted the Indemnity Bond on 09.06.2025 and deposited the requisite security amount on 11.06.2025. Upon completion of these commercial formalities on 11.06.2025, CPDL released the connection on 17.06.2025.

*Regulations 5.38 and 5.39 of the JERC Electricity Supply Code, 2018 provide as under:*

*5.38 An application form shall be deemed to be received on the date of receipt of the consumer's application in the prescribed format, complete in all respects and accompanied by all relevant documents.*

*5.39 An application shall be deemed to be received on the date of receipt of all applicable charges, including the security deposit in accordance with Annexure-XVIII of this Supply Code, 2018, after receipt of the application form.*

In the present case, the Appellant completed all commercial and documentary requirements—submission of the Indemnity Bond and other documents on 09.06.2025, and payment of the security deposit on 11.06.2025—prior to the passing of any interim or final order in Case No. G-21/2025. Consequently, the application can be deemed complete only from 11.06.2025, and the release of the connection on 17.06.2025 is within the prescribed timeline. Therefore, the claim for compensation is not admissible.

Furthermore, in the prayer clause of the petition before the Ld. CGRF in Case No. G-21/2025, the Appellant had sought only the release of the connection and made no reference to any claim for compensation. This Forum, being an appellate authority over the decisions of the Ld. CGRF, is bound by the scope of the original petition and is not empowered to entertain fresh claims that were not part of the earlier adjudication.

#### **E. DECISION**

1. After careful consideration of the evidence and arguments presented, it has been determined that the appeal filed by the Appellant lacks merits. Consequently, the appeal is hereby partly dismissed due to its lack of substantiated evidence and valid grounds.
2. The Order in Complaint No- G-21/2025, passed by Learned CGRF-Chandigarh is upheld.



The Respondent CPDL is advised to enhance communication with the applicant/consumers in a better way.

For all rejected cases of New connections there should be an SOP in place and a local resolution mechanism in place for better customer services.

A certified copy of this Order be sent to the Executive Engineer, 'OP' Division-2, CPDL, Chandigarh, for immediate compliance.

A copy of this Order shall also be provided to the Appellant.

With this direction, the representation filed by Shri Pawan Kumar stands disposed of.

  
(C M SHARMA)

Electricity Ombudsman  
For Goa & UTs (except Delhi)

Dated: 13.08.2025