

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,
Email ID: ombudsman.jercuts@gov.in
Phone No.:0124-4684708

Appeal No-253 of 2025

Date of Hearing:17.12.2025,
30.12.2025 & 28.01.2026
Mode: Videoconferencing
Date of Order: 30.01.2026

In the matter of

Ms. Lourdes Maria,
No. 33, Third Cross,
Venkata Nagar, Puducherry.

.... Appellant

VERSUS

The Executive Engineer Urban (O&M),
Electricity Department,
Puducherry.

The Assistant Engineer Town-II,
Electricity Department,
Puducherry

....Respondent(s)

Present:

Appellant: Ms. Lourdes Maria in person.

Respondent(s): Mrs. K Rajshree,
Executive Engineer Urban (O&M),
Electricity Department,
Puducherry.

Mr. Thilak,
Assistant Engineer Town-II,
Electricity Department,
Puducherry



ORDER

The present representation was filed on 25.11.2025 under Section 42(6) of the Electricity Act, 2003 read with Regulations 35 and 36 of the Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2024, challenging the order dated 11.11.2025 passed by the Learned Consumer Grievances Redressal Forum, Puducherry in Case No. PDY/CG/32/2025.

After scrutiny, this Authority found the representation to be in conformity with statutory requirements and admitted the same on 27.11.2025. Notice was issued to the Respondent—Executive Engineer (Urban O&M), Electricity Department, Puducherry, calling for a reply.

A. Submissions on behalf of the Appellant

The Appellant, Mrs. Lourdes Maria, holds an electricity connection bearing Policy No. 05-24-03-0320/A2. She submitted that billing disputes arose from the year 2021 and contended that the electricity bills raised by the Electricity Department were excessive.

The Appellant admitted that during the said period she made only part payments, generally amounting to Rs. 500/- per billing cycle. She further submitted that she approached officials of the Electricity Department and local public representatives for redressal of her grievance.

In support of her contention, the Appellant placed on record a letter dated 21.12.2022 addressed to the Assistant Engineer, Town-II, wherein she stated that the billing dispute commenced from August 2021 and that she paid Rs. 1,540/- against a billed amount of Rs. 3,026/- for the said month. Apart from the aforesaid letter, the Appellant did not place on record any documentary evidence to substantiate her claim of regular correspondence with the Electricity Department during the period from 2021 to 2025.

Aggrieved by the alleged billing irregularities, the Appellant approached the Learned Consumer Grievances Redressal Forum, Puducherry by filing Complaint Case No. PDY/CG/32/2025. The Learned CGRF disposed of the complaint by order dated 11.11.2025. Being dissatisfied with the said order, the Appellant preferred the present representation before this Authority.

B. Submissions on behalf of the Respondents

The Respondents have not submitted any written submissions however, they preferred only oral submissions during the hearing



C. Proceedings for Amicable Resolution

The Electricity Department issued letter No. 5733/ED/EE-Urban/JE/F-CGRF/25-26 dated 09.12.2025, calling upon the Appellant to attend a meeting for amicable resolution of the grievance. A meeting was held on 12.12.2025 with the participation of the concerned Assistant Engineer and Junior Engineer (O&M).

The Department proposed a one-time waiver of BPSC charges for the period from October 2024 to October 2025 and revised the payable amount to Rs. 38,253/- . The Appellant did not accept the proposal and sought retrospective waiver of BPSC charges from the year 2021 onwards.

D. Proceedings before this Authority

During the hearing dated 30.12.2025, this Authority directed the Appellant to place on record the complete chain of correspondence allegedly made with the Electricity Department seeking waiver of BPSC charges.

The Appellant, vide email dated 06.01.2026, submitted details of payments made but failed to produce any documentary evidence establishing regular correspondence or grievance redressal requests prior to filing the present representation. This omission contradicted her earlier oral submissions.

The Electricity Department submitted a system-generated ledger account reflecting meter readings, billing particulars, and payments.

A comparative scrutiny of the records placed by both parties establishes the following undisputed facts:

As of July 2021, the outstanding amount stood at Rs. 3,026/-.

The Appellant did not dispute the meter readings at any stage.

Between July 2021 and August 2025, the Appellant made only three payments:

Rs. 1,540/- in August 2021 against an outstanding bill of Rs. 3,938/-,

Rs. 20,000/- in September 2024 against arrears of Rs. 54,886/-,

Rs. 15,000/- in August 2025 against arrears of Rs. 56,147/-.

The Appellant made sporadic and partial payments over a period of nearly 50 months.

The total arrears as on August 2025 stand at Rs. 41,147/-.



The ledger accounts submitted by both parties match. The Department raised bills strictly based on recorded consumption and applicable tariff. The record does not disclose any billing error, meter defect, or arithmetical discrepancy.

E. Meter Replacement and Non-Cooperation

The Electricity Department repeatedly requested replacement of the existing electromechanical meter with an electronic/smart meter in accordance with prevailing policy and safety norms.

During the hearing dated 30.12.2025, the Appellant expressly agreed to permit meter replacement on 16.01.2026. Acting upon this assurance, the Department deputed its field staff to the Appellant's premises on the scheduled date. The Appellant refused entry and did not permit replacement of the meter.

Such conduct demonstrates lack of cooperation with statutory processes and disentitles the Appellant from seeking equitable or discretionary relief.

F. Legal Position

It is well settled that:

A. An Ombudsman does not function as a forum to condone chronic default or to rewrite tariff (*U.P. Power Corporation Ltd. v. Anis Ahmad, (2013) 8 SCC 491*).

B. Electricity dues are statutory dues and must be paid as billed unless illegality is established (*Paschimanchal Vidyut Vitran Nigam Ltd. v. DVS Steels, (2009) 1 SCC 210*).

C. A consumer who obstructs inspection or meter replacement cannot seek equitable relief (*Dakshin Haryana Bijli Vitran Nigam Ltd. v. Paramount Polymers, (2006) 13 SCC 101*).

D. Courts do not protect a consumer who defaults in payment while continuing to enjoy electricity supply

(*Southern Electricity Supply Co. v. Sri Seetaram Rice Mill, (2012) 2 SCC 108*).

G. Findings

Based on the material on record, this Authority records the following findings:

- a) The Appellant failed to establish any billing error, meter defect, or illegality.
- b) The arrears of Rs. 41,147/- as on August 2025 are lawfully recoverable.
- c) Waiver of BPSC charges beyond the applicable tariff period is impermissible.
- d) The Appellant persistently defaulted in payment and obstructed statutory meter replacement.



e) The order dated 11.11.2025 passed by the Learned CGRF, Puducherry does not suffer from any infirmity.

H. Directions

Accordingly, the representation is disposed of with the following directions:

The outstanding amount of Rs. 41,147/- (as on August 2025) is confirmed as payable by the Appellant.

The request for waiver of BPSC charges is rejected. Charges shall apply strictly as per tariff notified by the Commission.

The order dated 11.11.2025 passed by the Ld. CGRF Puducherry is upheld.

The Electricity Department is authorized to replace the existing meter with an electronic/smart meter. In the event of obstruction:

The Department may seek assistance of local police.

The replacement process shall be videographed.

A notice under Section 56(2) of the Electricity Act, 2003 shall be pasted at the premises and photographic evidence recorded.

Upon service of notice under Section 56(2), if the Appellant fails to clear dues within the statutory period, the Department may disconnect supply strictly in accordance with law, without further reference to this Authority.

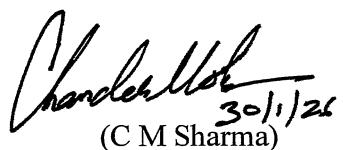
No further indulgence shall be granted to the Appellant in view of repeated non-cooperation.

This Authority afforded adequate opportunity to the Appellant. The Appellant failed to substantiate allegations, defaulted in payment of statutory dues, and obstructed lawful meter replacement. The proceedings cannot be permitted to operate as a shield against statutory recovery.

The representation stands disposed of accordingly.

A certified copy of this order shall be communicated to both parties forthwith

Dated: 30.01.2026



30/1/26
(C M Sharma)

Ombudsman JERC