

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-258 of 2025

Date of Hearing: 05.03.2026 &
16.03.2026

Mode: Videoconferencing

Date of Order: 23.03.2026

In the matter of

Shri R Murugesan, M.D
M/s Aryan Aqua (India) Pvt. Ltd.,
Kamraj Nagar, Calicut Village,
Sri Vijaya Puram.

...Appellant

Versus

Executive Engineer,
Electricity Department,
A&Ni Administration,
Sri Vijaya Puram

...Respondent

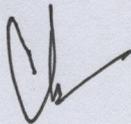
Present:

Appellant

1. Mr. Krishna Kumar AR for Appellant Shri R Murugesan, M.D M/s Aryan Aqua (India) Pvt. Ltd.,

Respondent(s)

1. Mrs. Madhuri Shukla, Superintending Engineer (HQ), Electricity Department, Vijaya Puram.
2. Mr. Ramzan Ali, AE, Electricity Department, Vijaya Puram.



ORDER

The present representation was filed on 16.01.2026 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 19.09.2025 passed by the Learned Consumer Grievance Redressal Forum, A&Ni in Case No. ANI/C.G. No.24/2025 dated 26.08.2025.

Upon scrutiny, and being satisfied that the representation fulfilled the requirements prescribed under the Regulations, the same was admitted and notice was issued on 19.01.2026. A copy of the representation was forwarded to the Respondent-Assistant Engineer, Electricity Department, Sri Vijaya Puram calling upon them to submit their reply.

Submissions of the Appellant/Complainant

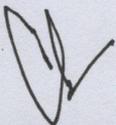
The submissions of the Appellant/Complainant, in essence, are as follows:

The Appellant, Shri R. Murugesan, Managing Director of M/s Aryan Aqua (India) Pvt. Ltd., is an industrial consumer holding a three-phase electricity connection bearing Consumer/Account No. J/1726 at Kamaraj Nagar, Calicut Village, Sri Vijaya Puram, South Andaman District.

The Appellant submitted that the electric meter installed at the premises has been defective/stuck and not recording consumption properly for the past several months more specifically from March 2025 onwards. It is stated that due to the defective/stuck meter, correct meter reading could not be taken and actual consumption could not be assessed.

The Appellant submitted that the issue regarding the defective meter was brought to the notice of the field staff, including the Meter Reader and the Junior Engineer, Bird Line Site Office. Further, the Appellant also stated that a written representation was made to the Assistant Engineer, Electricity Department, Prothrapur Sub Division, Sri Vijaya Puram on 09.05.2025 followed by a reminder dated 25.08.2025, requesting repair/replacement of the meter, however no action was taken.

The Appellant contended that despite the meter being defective, the Respondent continued to raise excessive electricity bills without proper calculation, which according



to the Appellant is arbitrary and unjustified. The Appellant submitted that he was compelled to pay excess bills for the months of March 2025 and April 2025.

The Appellant further submitted that thereafter the Respondent raised the following bills, which are stated to be excessive:

- May 2025 – Rs. 1,09,052/-
- June 2025 – Rs. 1,13,685/-
- July 2025 – Rs. 1,09,980/-

The Appellant submitted that in the absence of a functioning meter and proper meter readings, the Respondent could not have legitimately issued such high bills, and therefore the bills issued from March 2025 onwards deserve rectification and reassessment as per actual consumption.

The Appellant prayed that the excess bills issued due to the defective/stuck meter may be revised/rectified and bills may be issued strictly as per actual recorded consumption. The Appellant further prayed that the defective meter may be replaced immediately and any excess payment already made may be adjusted in future bills.

The Appellant submitted that he has authorised Mr. Krishna Kumar Rai (Manager) to represent him for all correspondence and proceedings in the matter until final disposal. The Appellant also prayed that the Respondent may be directed not to disconnect the electricity connection bearing Consumer No. J/1726 during pendency of the proceedings.

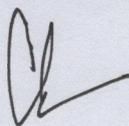
The Appellant further requested that the Forum may allow payment of the billed/reassessed amount, if any, in instalments/part payment for six months, considering the dispute regarding excess billing arising due to the defective meter.

Submissions of the Respondent/Department

The submissions of the Respondent/Department, in essence, are as follows:

The Respondent submitted that the present Appeal No. 258/2026 has been filed by Shri R. Murugesan, MD, M/s Aryan Aqua (India) Pvt. Ltd. in respect of Consumer Account No. J/1726 (Industrial category), alleging excess billing and delay in replacement of defective meter.

The Respondent submitted that the Complainant had earlier approached the Hon'ble CGRF, Sri Vijaya Puram vide complaint No. ANI/C.G. No. 24/2025 dated 26.08.2025,



raising grievance regarding alleged excess billing for the months of May 2025, June 2025 and July 2025, and delay in replacement of the defective meter. The Complainant had also referred to his earlier representation dated 09.05.2025.

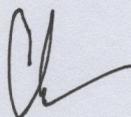
The Respondent submitted that the matter was heard by the Learned CGRF, Andaman & Nicobar Island, on 12.09.2025, during which the Assistant Engineer-III (HQ Division) clarified that the Department had taken action promptly after receiving the grievance and it was agreed to revise the bill on average basis once the meter was found defective. The Respondent emphasized that there was no intention on the part of the Department to overcharge the consumer.

The Respondent further submitted that the delay in replacement of the meter occurred due to technical and contractual constraints, as the responsibility for meter replacement rested with EESL under the prevailing arrangement. It was submitted that the Department had already taken steps by requesting EESL vide email dated 11.06.2025 to replace all defective meters, including the meter of the Appellant (Account No. J/1726). The defective/stuck meter was finally replaced on 10/11/2025 by a digital static meter.

The Respondent submitted that the Learned CGRF, after considering all submissions, passed a detailed order dated 19.09.2025, inter alia directing reclassification of the consumer from LT (Industrial) to HT (Industrial) category w.e.f. 16.06.2024, with addition of 3% transformer losses until metering is shifted to HT side, and further directed immediate replacement of the faulty meter and preparation of bills for the defective period strictly as per Clause 7.12 of the Electricity Supply Code Regulation, 2018, with instalment facility under Clause 7.39, adjustment of excess payment in future bills, and non-disconnection till resolution of the dispute.

The Respondent submitted that in compliance with the CGRF directions, the defective meter was ultimately replaced with a static energy meter on 10/11/2025 2025, thereby restoring proper metering. The Respondent submitted that due to delay on part of EESL, the Department arranged replacement in order to safeguard consumer interest.

The Respondent submitted that as per the CGRF directions, 3% transformer losses have been duly factored into the LT metered consumption until metering is shifted to the HT (11kV) side.



The Respondent submitted that the consumer account has been reclassified from LT (Industrial) to HT (Industrial) category in accordance with the JERC Tariff Order FY 2024-25, and the said reclassification has been implemented w.e.f. 01.11.2025.

The Respondent submitted that the bills for the months of May 2025, June 2025 and July 2025, during which the meter was defective, have been revised strictly in accordance with the provisions of Clauses 7.12 and 7.39 of the Electricity Supply Code Regulation, 2018, and instalment facility has also been extended for payment of arrears.

The Respondent submitted that necessary compliance documents, including compliance report furnished by JE (Bird line) and ledger sheet reflecting month-wise consumption and adjustments, have been also been submitted by the Respondent.

In view of the above, the Respondent submitted that the grievance raised by the Appellant has already been duly addressed through compliance of the CGRF order and therefore the present appeal does not survive. Accordingly, the Respondent prayed that the Appeal No. 258/2026 may be dismissed.

Proceedings:

The hearing in this case was scheduled for 09.02.2026, 18.02.2026, and 05.03.2026. While the Appellant requested for adjournment on 18.02.2026 the Respondent requested for adjournment for hearing on 9.02.2026. Accordingly, the hearing held on 05.03.2026 through video conferencing mode.

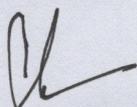
Present:

Appellant: Mr Krishan Kumar, Manager Aryan Aqua (India) Pvt. Ltd (Authorized representative) on behalf of Mr. R. Murugesan, MD Aryan Aqua Pvt. Ltd.

Respondent: Mrs Madhuri Shukla, S E Electricity Department, Sri Vijaya Puram.

The Appellant represented by Mr. Krishan Kumar, Manager M/s Aryan Aqua submitted that their Electricity Meter stopped recording energy form March 2025 onwards and he informed orally to the concerned officer of Electricity Department. Subsequently, he has submitted request intimating therein regarding defective meter vide his letter dated 9/5/2025 followed by a reminder letter dated 25/8/2025 was also sent. The Meter replaced in Oct-Nov 2025 and in between billing on average basis were issued.

The Respondent submitted that they had received request for meter replacement for the defective/Stuck meter from May 2025 and reminder in August 2025. The application was



forwarded to M/s EESL for meter replacement but the meter was not replaced. Thereafter the defective meter has been replaced with another Digital meter instead of Smart meter in the month of Oct-Nov 2025 precisely on 10/11/20025. It was further submitted that appellant is not making any payment since May 2025 onwards and the total outstanding upto Nov-2025 is approximately Rs. 8 Lacs. The Appellant has contested that his billing is on higher side. To eliminate his objection the Electricity department has placed a parallel check meter to confirm the working accuracy of meter. The reading of both the meters (New meter as well as Check meter) was found working within the permissible limits. Accordingly, it has been directed to the Respondents to submit

- a. Meter Reading chart from March 2023 onwards upto till date.
- b. Meter reading chart of check meter.

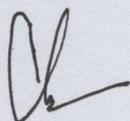
The Respondent Electricity Department vide their Email dated 06.03.2026 submitted the required information which is taken on record.

Proceedings for dated 11/03/2026 were adjourned on the request of Respondents as the weekly Power review meeting with Chief Secretary is scheduled for the same date. Accordingly, the proceedings scheduled for 16/03/2026. On the scheduled date the Respondents have submitted

- MDI Record from January 2022 onwards.
- It has further been submitted that the Appellant had requested for a sanctioned load of 200kVA and the same 200 kVA load has been sanctioned from the date of energisation of this connection but due to non-availability of HT Meter they have installed an LTCT meter.
- The Appellant has also paid an amount of Rs 2,14,087 on dated 07/11/2014 towards Installation of transformer etc. and electricity connection in the name of M/s Aryan Aqua Pvt. Ltd.
- The MDI record as submitted by the Respondent Executive Engineer (HQ) shows that from January 2022 to December 2025 their MDI crossed 100 KVA only on two three occasions but predominantly it remained less than 100 kVA.

The following issues arise for consideration:

1. Whether the billing during the defective meter period is in accordance with Clause 7.12 of the Electricity Supply Code Regulations, 2018.



2. Whether levy of 3% transformation losses for LT metering is legally sustainable.
3. Whether the Respondent can impose financial liability arising out of non-provision of HT metering.
4. Whether the order of the Learned CGRF requires interference.

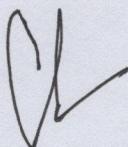
Findings and Analysis

I have carefully examined the pleadings of the parties, the material available on record, the order passed by the Learned CGRF, Andaman & Nicobar Islands, as well as the oral submissions advanced by both sides.

It is observed that M/s Aryan Aqua (India) Pvt. Ltd., an industrial consumer under Consumer No. J/1726, is availing a three-phase electricity connection with a sanctioned connected load of 200 KVA at Kamaraj Nagar, Calicut Village, Sri Vijaya Puram, South Andaman District. The Appellant has contended that the installed smart meter became defective from March 2025 onwards, resulting in non-recording of actual consumption. It is further observed that the Appellant had raised the issue with the Respondent's field officials, including through a written representation dated 09.05.2025, however, timely corrective action for repair/replacement of the defective meter was not undertaken.

Due to the non-functional meter, the Respondent resorted to average billing, which, as per the Appellant, resulted in excessive and disproportionate bills, particularly in view of the fluctuating production levels of the industrial unit. The record indicates that bills for March and April 2025 were paid under protest, whereas the bills for May, June and July 2025, each exceeding Rs. 1 lakh, have been disputed. It is also borne out from the record that the defect in the meter was duly noted by the meter reader in the meter reading records, and the consumer continued to be billed on an average basis during the relevant period.

At this juncture, reference is required to be made to Clause 7.12 of the Electricity Supply Code Regulations, 2018, which governs billing in cases of defective meters. The provision clearly stipulates that in such cases, billing shall be done on the basis of the higher of the consumption of the corresponding period of the previous year or the average consumption of the immediately preceding three months, and such provisional billing is permissible only for a maximum period of three billing cycles, within which the defective



meter must be replaced. The amendment dated 25.06.2021 further clarifies that no billing on this basis can continue beyond three billing cycles.

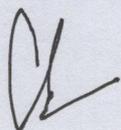
In the present case, it is evident that the defective meter condition persisted beyond the permissible period, and the meter was not replaced within the stipulated timeframe. Therefore, continuation of average billing beyond the prescribed period is not in conformity with the regulatory provisions and warrants corrective intervention.

A more fundamental issue arises with regard to the category of supply and metering arrangement. It is observed that despite a sanctioned load of 200 KVA, the consumer continued to be billed under the LT (Industrial) category, and metering was being carried out on the LT side. As per Section 4.3 of the Electricity Supply Code Regulations, 2018, consumers with load exceeding 100 KVA are required to be categorized under the HT category, with supply at appropriate voltage levels, including 11 kV.

Further, the regulatory framework mandates that such consumers should ordinarily be provided supply at HT level with appropriate metering, and where LT side metering is temporarily continued, 3% transformation losses may be added. However, such an arrangement is only transitory in nature and permissible for a maximum period of one year, within which HT metering is required to be installed.

In the present case, it is noted that the connection was energized as far back as November 2014, yet HT metering has not been provided till date. Even the replacement of the defective meter on 10.11.2025 was carried out with another LTCT meter, thereby continuing the non-compliant metering arrangement. The Respondent has submitted that procurement of HT meters has only recently been initiated and may take additional time. This clearly indicates a prolonged failure on the part of the Respondent to provide the requisite HT metering infrastructure, despite the consumer falling squarely within the HT category.

In such circumstances, the levy of 3% transformation losses on account of LT side metering, without ensuring timely compliance with the requirement of HT metering, cannot be held to be justified, particularly when the delay spans over a prolonged period of nearly 12 years, and the consumer cannot be held responsible for such lapses. The imposition of such charges, in the absence of due diligence and timely compliance by the licensee, would be inequitable.



It is also observed that the Learned CGRF directed reclassification of the consumer from LT (Industrial) to HT (Industrial) category in terms of the applicable tariff order. While the applicable Tariff Order for FY 2024-25 (w.e.f. 16.06.2024) indeed mandates such classification for consumers with load of 200 KVA, the issue of historical non-compliance in providing HT metering and the reasons for continuation of LT metering have not been adequately examined. The questions as to when the dedicated transformer was installed, and who is accountable for non-provision of HT metering equipment, assume critical importance before fastening any additional liability on the consumer.

The contention of the Respondent that meter replacement was the responsibility of EESL is also not tenable as a defence insofar as consumer rights are concerned. Any internal or contractual arrangement between the Respondent and a third-party agency cannot absolve the licensee of its statutory obligations towards the consumer.

However, insofar as the directions of the Learned CGRF relating to replacement of the defective meter and billing for the defective period in accordance with Clause 7.12, the same are found to be in consonance with the applicable regulations. Similarly, the grant of installment facility under Clause 7.39 for liquidation of arrears is also justified considering the disputed nature of the billing.

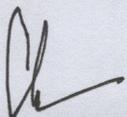
In view of the above, the issues involved in the present appeal require determination in the light of

- (i) the regulatory framework governing defective meters and billing,
- (ii) the prolonged non-compliance in providing HT metering despite applicable provisions, and
- (iii) the extent to which such lapses on the part of the Respondent can impact the liability of the consumer.

Decision.

In view of the foregoing findings and analysis, and upon careful consideration of the order dated 19.09.2025 passed by the Learned CGRF in Case No. ANI/C.G. No. 24/2025 and oral submissions by both the parties following directions are issued:

1. The order dated 19.09.2025 passed by the Learned CGRF is set aside to the extent it is inconsistent with the statutory provisions and findings recorded herein, particularly on the issues of
 - (a) levy of transformation losses beyond permissible limits, and



(b) consequential financial implications arising therefrom.

2. The Respondent is directed to revise the electricity bills for the period during which the meter remained defective, i.e., from March 2025 to 10.11.2025, strictly in accordance with Clause 7.12 of the Electricity Supply Code Regulations, 2018, read with amendment dated 25.06.2021.
 - Billing on average basis shall be restricted to a maximum of three billing cycles only.
 - Any billing beyond the said period is unsustainable in law and shall be recomputed on a just, fair and reasonable basis.

This position finds support from the settled principle laid down by the Hon'ble Supreme

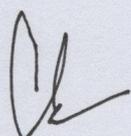
Court in Isha Marbles v. Bihar State Electricity Board wherein it was held that electricity dues and liabilities must be determined strictly in accordance with law and cannot be imposed arbitrarily.

3. The fixed charges shall be recoverable as per the applicable tariff for the relevant period, as these are independent of actual consumption.
4. The issue of levy of 3% transformation losses on account of LT side metering is decided as under:

It is observed that the Learned CGRF, in its order dated 19.09.2025, held that the consumer, having a sanctioned load of 200 kVA, ought to have been categorized under the HT (Industrial) category, and further observed that where metering is carried out on the LT side, 3% additional energy may be charged towards transformation losses. However, upon examination of the applicable regulatory provisions, it is found that no such enabling provision exists under the Electricity Supply Code Regulations, 2018 permitting such levy for an extended duration.

On the contrary, Regulation 7.1(3) of the Electricity Supply Code Regulations, 2010, which was applicable at the time of energization of the connection in November 2014, clearly provides that:

- LT side metering, where HT metering is not readily available, is only a temporary arrangement; and



- Addition of 3% towards transformation losses is permissible only for a maximum period of three months, within which HT metering is required to be installed.

In the present case, the connection continued on LT metering for an inordinately prolonged period of nearly 12 years, and even upon replacement of the defective meter on 10.11.2025, another LTCT meter was installed. This establishes continued non-compliance on the part of the Respondent.

Accordingly, the levy of 3% transformation losses beyond the permissible period of three months from the date of energization is held to be unsustainable and contrary to the applicable regulations, particularly when the delay in providing HT metering is entirely attributable to the Respondent.

It is further observed that the issue of tariff classification was not specifically raised by either party before the Learned CGRF. In such circumstances, the Forum ought to have first examined the reasons for continuation of LT metering and LT tariff classification, despite the sanctioned load being 200 kVA, before issuing consequential directions affecting the consumer.

Therefore, it is directed that:

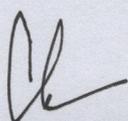
- The levy of 3% transformation losses shall be restricted strictly to a period of three months from the date of initial energization (November 2014); and
- Any amount recovered beyond the said period shall be recalculated and adjusted/refunded to the Appellant.
- No further levy on this account shall be imposed until proper HT metering is installed and commissioned.

5. It is an admitted position that:

- The sanctioned load is 200 kVA (HT (Industrial) category),
- HT metering was not provided for over 12 years, and
- Even on 10.11.2025, the defective meter was replaced with another LTCT meter.

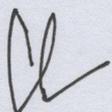
Such prolonged non-compliance is solely attributable to the Respondent.

It is a settled proposition that no party can take advantage of its own wrong, as reiterated by the Hon'ble Supreme Court in Karnataka Power Transmission Corporation Ltd. v. Ashok Iron Works Pvt. Ltd.



Accordingly:

- No additional financial burden, including transformation losses (except as per the provisions of 7.1(3) of JERC Electricity Supply Code Regulations 2010) or retrospective adjustments, shall be imposed on the Appellant for such period of default by the Respondent.
6. Any excess amount recovered from the Appellant on account of:
- prolonged defective meter billing, or
 - Unorthodox levied transformation losses
- shall be adjusted/refunded in subsequent bills within a reasonable time.
7. It is further observed that the MDI record of this connection is mostly below 100kVA. In my opinion the Appellant/consumer may be guided to revise his sanctioned load so that such problems if any can be resolved once for all.
8. The Respondent is directed to install and commission proper HT metering (11 kV side):
- within 60 days from the date of this order;
 - strictly in compliance with statutory and technical standards.
- Failure to do so shall invite regulatory consequences.
9. The consumer shall be classified under HT (Industrial) category in accordance with the applicable Tariff Order only after exhausting the opportunity to revise the sanctioned load in accordance with the MDI record. The option to revise or stick to the existing load will lie with the Appellant only.
10. No retrospective financial liability shall be imposed without statutory backing and due process. This is consistent with the ratio in Punjab State Electricity Board v. Ashwani Kumar that tariff-related liabilities must strictly flow from notified regulations and cannot be applied arbitrarily or retrospectively.
9. The Respondent shall issue a revised, speaking and detailed bill incorporating all corrections:
- within 15 days from receipt of this order;
 - with full calculation sheet and basis of assessment.



10. The Appellant shall be allowed to pay the revised dues in 12 equal monthly instalments in accordance with Regulation 7.39 of JERC Electricity Supply Code Regulations 2018.

- without Late Payment Surcharge (LPSC);
- subject to timely payment of instalments along with current demand.

In case of default, LPSC shall revive on the entire outstanding amount.

11. No coercive action, including disconnection of supply, shall be taken:

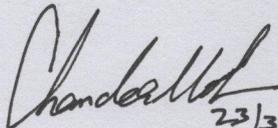
- in respect of disputed dues;
- subject to compliance with the instalment arrangement.

12. The Respondent shall:

- fix responsibility for:
 - delay in meter replacement, and
 - failure to provide HT metering for over a decade;
- submit a compliance report within 45 days along with documentary proof.

The Appeal stands disposed of in the above terms.

Dated: 23.03.2026


23/3/26
(C M Sharma)

Ombudsman (JERC)