

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-289 of 2026

Date of Hearing:07.09.2026

Mode: Videoconferencing

Date of Order: 11.09.2026

In the matter of

Mr. Virender Kumar,
Booth No. 48, MHC,
Manimajra, Chandigarh.

...Appellant

Versus

Executive Engineer,
Electricity 'OP' Division No. 2,
CPDL, Chandigarh.

...Respondent

In the matter of Mr. Virender Kumar Vs Chandigarh Power Distribution Ltd.

Present:

Appellant

1. Mr. Virender Kumar,
2. Ms. Richi Batta

Respondent(s)

1. Mr. Dhruv Shakuntlam, Sr. Executive Legal. CPDL
2. Mr Manivasagam, Executive Engineer Div-2, CPDL
3. Mr Pankaj, Manager Commercial, CPDL



ORDER

The present representation was filed on 05.08.2026 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 10.06.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Case No. H-60/2026.

Upon scrutiny, and being satisfied that the representation fulfilled the requirements prescribed under the Regulations, the same was admitted and notice was issued on 10.08.2026. A copy of the representation was forwarded to the Respondent-Executive Engineer Electricity 'OP' Division No 2, Industrial Area Phase-1, Chandigarh Power Distribution Ltd. Chandigarh, calling upon them to submit their reply.

Respondent No. 1, Sr. Executive, Legal, CPDL has filed the reply on behalf of CPDL on dated 31.08.2026 which is taken on record.

It is pertinent to note that Regulation 26(3) of the JERC (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2024 specifically requires that, along with every order, the Forum shall intimate the complainant of the contact details of the Ombudsman and the limitation of time for preferring a representation before the Ombudsman. In the present case, the Final Order dated 10.06.2026 passed by the Ld. CGRF, Chandigarh, does not contain any such intimation regarding the appellate remedy before the Electricity Ombudsman or the period prescribed for preferring such representation. It is further noticed that the Appellant has not mentioned in his Appeal the date on which the said order was received by him. Accordingly, while the Respondent has raised an objection regarding limitation, the question of limitation is being considered in the light of the aforesaid statutory requirement as well as the absence of material on record establishing the date of receipt of the impugned order by the Appellant. In the circumstances, the present Appeal is considered on merits rather than being rejected solely on the ground of limitation.

1. SUBMISSIONS ON BEHALF OF THE APPELLANT

The Appellant, Shri Virender Kumar (Batta), submitted that he is the registered consumer in respect of NRS electricity connection bearing A/c No. 208/MA72/002401A and CA No. 3000025642, installed at Booth No. 48, MHC, Manimajra, Chandigarh, under the Commercial category, with a sanctioned load of 5.00 kW. He stated that the premises had been let out to Shri Gaurav Sharma as a tenant from the year 2024 onwards.

The Appellant submitted that electricity bills in respect of the connection had been regularly paid prior to the commencement of the said tenancy. According to him, from the commencement of the tenancy in 2024 until the tenant vacated the premises in April 2026, Shri Gaurav Sharma failed to clear the electricity bills. The Appellant stated that he



became aware of the extent of the default only in February 2026, by which time the outstanding dues had accumulated to approximately ₹62,924/-.

The Appellant contended that the Respondent had permitted the electricity dues to accumulate over an extended period of nearly two years without taking timely disconnection or recovery action against the defaulting occupant. He submitted that such prolonged inaction, despite the continuously increasing outstanding amount, reflected deficiencies in the Respondent's monitoring and recovery mechanism. He therefore requested that the Respondent's conduct in this regard be examined.

The Appellant submitted that, immediately upon becoming aware of the outstanding dues, he took steps to bring the matter to the notice of the Respondent. He stated that on 28.02.2026 he personally visited the office of the Respondent and lodged a complaint regarding the outstanding electricity dues.

The Appellant further submitted that on 03.03.2026 he addressed a written request to the concerned Sub-Divisional Officer, informing the Respondent that the tenant had made a partial payment of ₹15,000/- on 01.03.2026. He specifically requested that no further partial payment be accepted from the tenant and that the Respondent should either recover the entire outstanding amount or disconnect the electricity supply.

The Appellant stated that, as per the Respondent's own records, Disconnection Order No. 88/511 was issued on 19.03.2026. However, according to the Appellant, the electricity supply was not actually disconnected pursuant to the said order at that stage.

The Appellant submitted that on 24.03.2026 the Respondent accepted a further partial payment of ₹20,000/- from the tenant, notwithstanding his written request dated 03.03.2026 that no further partial payment be accepted. He contended that this demonstrated that the Respondent had not acted upon his specific request and had thereby permitted the outstanding liability to continue.

The Appellant further submitted that on 25.03.2026 he sent an email to the Respondent at its customer-care email address, reiterating the fact that substantial electricity dues were outstanding and requesting immediate action, either for recovery of the entire amount or for disconnection of the electricity supply.

According to the Appellant, the Respondent's customer relations team responded on 30.03.2026 seeking his account number. The Appellant stated that he furnished the requisite account number on the same day along with supporting documents. He also submitted that on 30.03.2026 he sent a further formal written complaint reiterating his grievance and informing the Respondent that, in the absence of appropriate action, he would be constrained to pursue the matter through appropriate legal remedies.

The Appellant stated that, having received no effective response, he again followed up with the Respondent by email on 01.04.2026. He further relied upon Memo No. 129 dated



01.04.2026 issued by the Respondent, which, according to him, recorded that officials of the Respondent had visited the premises, that the tenant had refused to permit disconnection, and that the Appellant, being the registered consumer, remained liable for outstanding dues of ₹32,291/- at that stage.

The Appellant submitted that despite the aforesaid developments, he received another communication from the Respondent's customer-care team on 03.04.2026 seeking the account number/bill copy, although the same information had already been furnished by him on 30.03.2026. He stated that he again furnished the account number on 05.04.2026.

The Appellant further submitted that on 11.04.2026 the Respondent informed him that the matter had been "forwarded to the respective department for further necessary action". He contended that thereafter no effective action was taken for several weeks.

The Appellant stated that the tenant, Shri Gaurav Sharma, vacated the premises on or about 30.04.2026 without clearing the outstanding electricity dues. According to the Appellant, it was only thereafter, in or around the middle of May 2026, that the electricity connection was finally disconnected and the meter removed.

The Appellant submitted that on 18.05.2026 he personally sent a WhatsApp message to the concerned Junior Engineer questioning why the connection had not been disconnected earlier despite his repeated complaints and why action had been taken only after the tenant had vacated the premises. He stated that no response was received to the said message.

The Appellant contended that he had acted diligently and in good faith immediately after becoming aware of the default. He submitted that he had personally approached the Respondent, submitted written complaints, sent repeated emails, furnished the information sought by the Respondent and continuously requested either recovery of the dues or disconnection of the electricity supply.

The Appellant's principal grievance was that, despite his repeated and documented communications, the Respondent failed to take timely and effective action. He particularly relied upon the period following 11.04.2026, when the Respondent had informed him that the matter had been forwarded to the concerned department, but the connection allegedly continued until after the tenant vacated the premises.

The Appellant contended that the Respondent's delay materially prejudiced his position. According to him, had the electricity supply been disconnected promptly upon his complaints and the issuance of Disconnection Order No. 88/511 dated 19.03.2026, the accumulation of further dues could have been prevented and the tenant could have been compelled to clear the outstanding amount while he was still occupying the premises.



The Appellant submitted that although he did not dispute that he was the registered consumer of the electricity connection, the circumstances of the case warranted consideration of the Respondent's own failure to take timely enforcement action. He contended that the consequences of the Respondent's alleged delay should not be permitted to fall entirely upon him, particularly when he had himself repeatedly brought the default to the Respondent's notice.

The Appellant further contended that the acceptance of the further partial payment of ₹20,000/- on 24.03.2026, despite his specific written request dated 03.03.2026, required examination by the Ombudsman. He submitted that the Respondent ought to explain why the payment was accepted and why appropriate disconnection/recovery action was not completed despite the Appellant's repeated requests.

The Appellant also questioned the prolonged inaction between the Respondent's communication dated 11.04.2026 and the eventual disconnection and removal of the meter in May 2026. He submitted that the Respondent should be called upon to explain the reasons for the delay and the steps, if any, taken during this period to recover the outstanding dues from the occupant.

With regard to the outstanding amount, the Appellant submitted that an amount of approximately ₹34,271/- was presently reflected as payable against the connection. He sought appropriate relief in view of the circumstances narrated above and the alleged failure of the Respondent to take timely action despite repeated notice.

The Appellant accordingly prayed that the Final Order dated 10.06.2026 passed by the Consumer Grievances Redressal Forum, Chandigarh, in Complaint No. H-60/2026 be examined afresh and that appropriate relief be granted.

The Appellant principally sought waiver of the outstanding amount of approximately ₹34,271/- on the ground that the Respondent's documented delay and failure to take timely action, despite repeated written complaints and requests for disconnection, had contributed to the continuation and accumulation of the liability.

In the alternative, the Appellant prayed that the outstanding amount be directed to be recovered from Shri Gaurav Sharma, who, according to the Appellant, was the actual occupant and consumer of electricity during the relevant period and had failed to pay the electricity charges.

The Appellant also prayed that the Respondent be directed to furnish an explanation regarding the delay in completing the disconnection after 11.04.2026 and regarding acceptance of the partial payment of ₹20,000/- on 24.03.2026 despite his written request dated 03.03.2026.

In support of his submissions, the Appellant relied upon, inter alia, the Final Order dated 10.06.2026 passed by the CGRF, Chandigarh in Complaint No. H-60/2026; the CGRF



Admission Notice dated 11.05.2026 and the original complaint; his written representation dated 03.03.2026; email correspondence exchanged with the Respondent between 25.03.2026 and 11.04.2026; Memo No. 129 dated 01.04.2026; the relevant electricity bill reflecting the outstanding dues and partial payment; proof of tenancy of Shri Gaurav Sharma; and the WhatsApp communication dated 18.05.2026 addressed to the concerned Junior Engineer.

2. SUBMISSIONS ON BEHALF OF THE RESPONDENT

The Respondent, Chandigarh Power Distribution Limited (CPDL), submitted that the present Appeal has been preferred by the Appellant against the Final Order dated 10.06.2026 passed by the Consumer Grievances Redressal Forum, Chandigarh (hereinafter referred to as the "Ld. CGRF") in Complaint No. H-60/2026. It was submitted that the Ld. CGRF, after considering the matter, declined the Appellant's request for transfer of the electricity dues standing against his account to the account of Shri Gaurav Sharma, his erstwhile tenant.

The Respondent submitted that the Ld. CGRF had correctly held that, in terms of Clause 7.40 of the JERC (Electricity Supply Code) Regulations, 2018, dues of a consumer pending for a period of more than six months can be transferred only to another installation of the same consumer, and only after due verification by the licensee that the two consumers are one and the same. According to the Respondent, Shri Gaurav Sharma was not the registered consumer of the subject electricity connection.

At the outset, the Respondent raised a preliminary objection regarding limitation. It was submitted that the impugned order was passed by the Ld. CGRF on 10.06.2026, whereas the present Appeal was instituted before the Electricity Ombudsman on 05.08.2026. The Respondent contended that, under Regulation 36(1) of the JERC (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2024, an appeal is required to be preferred within thirty days from the date of receipt of the order.

The Respondent submitted that the Memorandum of Appeal did not disclose any sufficient cause for the delay and was also not accompanied by a separate application seeking condonation of delay. It was therefore contended that the Appeal was liable to be dismissed as barred by limitation.

The Respondent further submitted that the Appellant is admittedly the registered consumer in respect of electricity connection bearing A/c No. 208/MA72/002401A and CA No. 3000025642, installed at Booth No. 48, MHC, Manimajra, Chandigarh, under the Commercial category with sanctioned load of 5.00 kW. According to the Respondent, the Appellant himself has admitted in the Memorandum of Appeal that he does not dispute his status as the registered consumer of the connection.



The Respondent submitted that the statutory relationship between the Distribution Licensee and the consumer exists in respect of the registered electricity connection and that the liability for payment of electricity charges arising from the said connection accordingly rests upon the registered consumer.

It was further submitted that the Respondent has no privity of contract, statutory or otherwise, with Shri Gaurav Sharma. According to the Respondent, no application for change of name or transfer of the electricity connection in favour of Shri Gaurav Sharma was ever made to or processed by the Respondent, nor was any fresh connection sanctioned in his name. No agreement or security deposit in respect of the subject connection was stated to have been executed or furnished by Shri Gaurav Sharma with the Respondent.

The Respondent contended that the Appellant's arrangement with Shri Gaurav Sharma was a private arrangement between the registered consumer and his tenant. According to the Respondent, any liability of the tenant towards the Appellant under such private arrangement would be a matter between them and could not have the effect of transferring the Appellant's liability towards the Distribution Licensee to a person who was not the registered consumer.

The Respondent further submitted that the Appellant's prayer for complete waiver of the outstanding electricity dues was not sustainable. It was contended that the outstanding amount represented charges for electricity supplied and consumed at the premises and had been levied in accordance with the applicable tariff and regulatory provisions. The Respondent submitted that there was no basis for waiving such legitimate electricity charges merely because the premises had been occupied by a tenant.

On the factual aspect, the Respondent submitted that the electricity connection at Booth No. 48, MHC, Manimajra, Chandigarh, continued to stand in the name of Shri Virender Kumar, with Account No. 208/MA72/002401A and CA No. 3000025642, under the Commercial category with sanctioned load of 5.00 kW.

The Respondent submitted that the Appellant, vide his letter dated 03.03.2026, requested disconnection of the electricity supply at the aforesaid premises. Upon receipt of the said request, the Respondent processed the matter and issued Disconnection Order No. 88/511 dated 19.03.2026. According to the Respondent, the disconnection proceedings were initiated in accordance with Clause 9.8 of the JERC (Electricity Supply Code) Regulations, 2018.

The Respondent submitted that, at the time of making the request for disconnection, the Appellant was already aware that an amount of approximately ₹62,924/- was outstanding against the electricity connection. It was contended that the Appellant, being the registered consumer, had permitted the dues to accumulate over a considerable period



and had neither monitored the account nor informed the Respondent of the tenancy arrangement or sought any change in the consumer record.

The Respondent further submitted that, pursuant to the disconnection order dated 19.03.2026, the concerned Junior Engineer (GSC) visited the premises for execution of the disconnection process. However, according to the report of the Junior Engineer, the tenant/occupier of the premises objected to and prevented the disconnection of the electricity supply.

The Respondent stated that, in view of the resistance encountered at the site, the Junior Engineer recorded that fifteen days' prior notice ought to be served before effecting disconnection so as to avoid any complication at a later stage.

The Respondent submitted that, in view of the aforesaid circumstances, Memo No. 129 dated 01.04.2026 was issued to the Appellant. Through the said Memo, the Appellant was informed that officials of the Respondent had visited the premises for disconnection but that the tenant/occupier had refused to permit the same. The Appellant was also informed that, being the registered consumer, he remained liable for payment of the outstanding dues in accordance with the applicable rules and regulations.

The Respondent further submitted that, through Memo No. 129 dated 01.04.2026, the Appellant was specifically called upon to visit the Respondent's office within seven days and to accompany the Respondent's staff to the premises for removal of the electricity meter.

According to the Respondent, the Appellant neither attended the office nor accompanied the Respondent's officials to the premises pursuant to the aforesaid Memo. It was therefore contended that the Appellant's subsequent allegation of delay on the part of the Respondent was not justified.

The Respondent submitted that the disconnection had been sought by the Appellant himself and that, in the circumstances, execution of the requested disconnection required access to the metering installation. According to the Respondent, such access was obstructed by the occupier/tenant inducted by the Appellant, while the Appellant himself did not render the cooperation specifically sought from him through Memo No. 129 dated 01.04.2026.

The Respondent accordingly contended that the delay complained of by the Appellant could not be attributed to the Respondent, as the Respondent had initiated the disconnection process by issuing the disconnection order dated 19.03.2026 and had subsequently informed the Appellant of the obstruction encountered at the site.

With regard to the Appellant's grievance concerning acceptance of the further payment of ₹20,000/- on 24.03.2026, the Respondent submitted that the said payment was tendered against the live consumer account through an authorised collection channel.



According to the Respondent, the payment was accordingly appropriated towards the outstanding dues standing against the subject consumer account.

The Respondent contended that it could not be expected to decline, freeze or reverse a bona fide payment made against a subsisting consumer account merely because the registered consumer had a private dispute with the tenant occupying the premises. It was submitted that the Respondent was not a party to such private arrangement between the Appellant and his tenant.

The Respondent further submitted that the two part-payments of ₹15,000/- and ₹20,000/- received on 01.03.2026 and 24.03.2026 respectively, aggregating to ₹35,000/-, had in fact reduced the outstanding liability in the Appellant's account from approximately ₹62,924/- to ₹32,291/-. It was therefore contended that the Appellant had not suffered any prejudice on account of acceptance of the said payments.

The Respondent submitted that, after disconnection and removal of the electricity meter, the final meter reading of 66585 kWh was communicated to the concerned section of CPDL for closure of the account. On the basis thereof, the final bill was generated for an amount of ₹36,502/-.

The Respondent clarified that the amount of ₹34,272/- referred to by the Appellant before the Ld. CGRF represented the outstanding position as on the date of the reply filed before the Forum. Upon removal of the meter and closure of the account, the account was updated and the outstanding amount stood at ₹36,502/-, which, according to the Respondent, was the amount presently due and payable by the Appellant.

The Respondent submitted that the electricity supply at the premises had, pursuant to the Appellant's request, already been disconnected in accordance with the applicable provisions and the meter had also been removed. However, the outstanding amount continued to remain legally recoverable from the registered consumer.

The Respondent contended that the Appellant's request to transfer the outstanding dues to the account of Shri Gaurav Sharma could not be accepted, as Shri Gaurav Sharma was not the registered consumer of the subject connection. The Respondent relied upon Clause 7.40 of the JERC (Electricity Supply Code) Regulations, 2018, as also relied upon by the Ld. CGRF, in support of its contention.

The Respondent submitted that the Ld. CGRF had considered the pleadings and material placed before it and had passed the Final Order dated 10.06.2026 after affording due opportunity to the parties. It was contended that the findings recorded by the Ld. CGRF were based upon the admitted position, documentary material and applicable regulatory provisions and therefore did not warrant interference in the present Appeal.

The Respondent denied that there was any illegality, arbitrariness or deficiency in service on its part. It submitted that it had acted in accordance with the provisions of the JERC



(Electricity Supply Code) Regulations, 2018 and had taken steps for disconnection upon receipt of the Appellant's request.

The Respondent accordingly maintained that the liability for the outstanding electricity dues remained upon Shri Virender Kumar, being the registered consumer of the connection, and that the private tenancy arrangement between the Appellant and Shri Gaurav Sharma could not absolve the Appellant of his liability towards the Distribution Licensee.

The Respondent therefore prayed that the present Appeal be dismissed as being devoid of merit; that the Final Order dated 10.06.2026 passed by the Ld. CGRF, Chandigarh, in Complaint No. H-60/2026 be upheld; and that the Appellant be directed to deposit the outstanding amount of ₹36,502/-, together with such further charges as may accrue in accordance with the applicable tariff, rules and regulations.

3. Proceedings:

The matter was taken up for hearing on 07.09.2026. Shri Virender Kumar, Appellant, appeared in person and was accompanied by Ms. Richi Batta, who represented the Appellant. The Respondent, Chandigarh Power Distribution Limited (CPDL), was represented by Shri Dhruv Shakuntlam, Senior Executive (Legal), Shri Manivasagam, Executive Engineer, Division-2, CPDL, and Shri Pankaj, Manager (Commercial), CPDL.

During the course of hearing, the Appellant submitted that the electricity connection in question remained operational for a period of almost two years despite non-payment of electricity dues by his tenant. He submitted that he had approached the Respondent and specifically requested disconnection of the electricity supply; however, the connection was ultimately disconnected only on 16.05.2026 and the electricity meter was removed on 18.05.2026. The Appellant contended that, in view of the prolonged delay in disconnection despite his repeated requests, the electricity dues accumulated during the relevant period were attributable to the Respondent and that he should not be held liable for the said amount.

The Appellant further submitted that, during the period when the premises were rented out to M/s Apollo Pharmacy, he had made a payment of ₹14,500/- on 22.05.2024 towards the electricity account. Thereafter, the premises were let out to Shri Gaurav Sharma, who, according to the Appellant, made only two part-payments towards the outstanding electricity dues, namely ₹15,000/- on 01.03.2026 and ₹20,000/- on 24.03.2026. The Appellant reiterated that despite these payments, the electricity supply continued and the outstanding amount continued to accumulate.

On behalf of the Respondent, Shri Pankaj, Manager (Commercial), CPDL, submitted that the electricity connection could not be disconnected for a considerable period primarily due to shortage of staff. The Respondent's representative also reiterated the position



regarding the outstanding dues and the action taken by CPDL for disconnection of the connection.

Upon hearing the parties and considering the submissions made during the course of hearing, it was considered necessary to examine the account history of the subject electricity connection in detail, particularly with regard to the meter readings, consumption recorded, payments received and the outstanding amount during the relevant period.

Accordingly, the Respondent, CPDL, was directed to submit the meter reading history, month-wise/period-wise consumption details and complete payment history of the subject electricity connection, as available in its records, including details of the payments referred to during the hearing and the final meter reading recorded at the time of disconnection/removal of the meter.

The Respondent was directed to submit the aforesaid record latest by 09.09.2026.

The matter is accordingly listed for further hearing on 14.09.2026.

4. FINDINGS AND ANALYSIS

A. The Respondent has raised a preliminary objection that the present Appeal is barred by limitation under Regulation 36(1) of the JERC (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2024. It has been submitted that the impugned Final Order was passed by the Ld. CGRF, Chandigarh, on 10.06.2026, whereas the present Appeal was filed on 05.08.2026.

The objection has been considered in the light of the relevant regulatory provisions. Regulation 26(3) of the JERC (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2024 specifically provides that, along with every order, the Forum shall intimate the complainant of the contact details of the Ombudsman and the limitation of time for preferring a representation before the Ombudsman.

On examination of the Final Order dated 10.06.2026 passed by the Ld. CGRF, Chandigarh, it is observed that the said order does not contain any intimation to the complainant regarding the remedy of preferring a representation before the Electricity Ombudsman or the period prescribed for availing such remedy.

It is also material that the Appellant has not stated the date on which the Final Order dated 10.06.2026 was received by him. Thus, while the date of passing of the order is available on record, the date of receipt of the order by the Appellant, which is relevant for determining the commencement of the limitation period, has not been established.

In these circumstances, and having regard to the specific obligation cast upon the Ld. CGRF under Regulation 26(3), this Authority is of the considered view that the Appellant ought not to be non-suited at the threshold solely on the ground of



limitation. The objection raised by the Respondent is, accordingly, not accepted as a bar to consideration of the present Appeal on merits.

- B. It is an admitted position that the electricity connection bearing A/c No. 208/MA72/002401A and CA No. 3000025642, installed at Booth No. 48, MHC, Manimajra, Chandigarh, under the Commercial category with sanctioned load of 5.00 kW, stood registered in the name of the Appellant, Shri Virender Kumar.

The Appellant has himself stated in the Memorandum of Appeal that he does not dispute that he was the registered consumer of the subject electricity connection. It is also not disputed that Shri Gaurav Sharma was occupying the premises as a tenant and that no change of name or transfer of the electricity connection in favour of Shri Gaurav Sharma was effected in the records of the Respondent.

The mere fact that the premises were let out by the Appellant to Shri Gaurav Sharma does not, by itself, establish that the contractual relationship in respect of the subject electricity connection stood transferred from the Appellant to the tenant. In the absence of any change of consumer or transfer of the connection in accordance with the applicable procedure, the electricity account continued in the name of the Appellant.

The arrangement between the Appellant and Shri Gaurav Sharma regarding payment of electricity charges was a private arrangement between the parties. Such an arrangement, in the absence of any corresponding change in the consumer record of the Distribution Licensee, cannot by itself operate so as to transfer the liability reflected in the electricity account from the registered consumer to the tenant.

The Appellant's grievance is, however, not confined merely to the existence of the tenancy. His principal contention is that, despite having informed the Respondent about the tenant's default and having specifically requested disconnection, the Respondent failed to take timely action, thereby permitting the liability to continue. This aspect therefore requires separate consideration.

- C. The record indicates that the Appellant submitted a written request dated 03.03.2026 seeking disconnection of the electricity supply. The Respondent, in its reply, has stated that the request was processed and that Disconnection Order No. 88/511 dated 19.03.2026 was issued.

The issuance of the aforesaid Disconnection Order demonstrates that the Respondent did take formal action pursuant to the Appellant's request. The dispute, therefore, principally concerns the subsequent execution of the disconnection rather than complete inaction on the part of the Respondent.

The Respondent has placed reliance upon the report of the concerned Junior Engineer, according to which, when the officials visited the premises pursuant to the



disconnection order, the tenant/occupier objected to and prevented the disconnection. The Respondent has further relied upon Memo No. 129 dated 01.04.2026, whereby the Appellant was informed of the obstruction and was called upon to visit the office within seven days and accompany the Respondent's staff to the premises for removal of the meter.

The said material is significant. The Appellant had himself informed the Respondent that the premises were occupied by his tenant and had requested disconnection. Once the Respondent's officials attempted to execute the disconnection and encountered resistance from the occupier, the situation involved an obstruction at site which was not entirely within the control of the Respondent.

It is also relevant that the Appellant has not demonstrated from the material placed on record that, after receipt of Memo No. 129 dated 01.04.2026, he complied with the request contained therein by attending the Respondent's office and accompanying its officials for removal of the meter. The Respondent's contention that the Appellant did not extend the cooperation sought through the said Memo has not been effectively rebutted.

At the same time, the Respondent has not furnished a complete and satisfactory account of the steps taken between 11.04.2026, when the Appellant was informed that the matter had been forwarded to the concerned department, and the eventual disconnection and removal of the meter in May 2026. The Appellant's grievance regarding this period, therefore, cannot be said to be wholly without basis.

However, even assuming that there was some administrative delay after 11.04.2026, such delay has to be considered in the context of the fact that the Respondent had already initiated the disconnection process on 19.03.2026, its officials had visited the premises, an obstruction by the occupier had been reported, and the Appellant had subsequently been requested to cooperate in facilitating removal of the meter.

On the material presently available, therefore, it cannot be conclusively held that the entire period of delay in effecting disconnection was attributable to the Respondent or that the Respondent's conduct was such as to extinguish the Appellant's liability for electricity already consumed.

- D. The Appellant has particularly objected to acceptance of a further payment of ₹20,000/- on 24.03.2026, notwithstanding his written request dated 03.03.2026 that no further part-payment be accepted from the tenant.

This contention has also been considered. The payment of ₹15,000/- on 01.03.2026 and ₹20,000/- on 24.03.2026 was admittedly credited against the subject electricity account. The Respondent has explained that these payments were made through



authorised collection channels against the live consumer account and were appropriated towards the outstanding dues in that account.

The Appellant's request dated 03.03.2026 that no further part-payment be accepted appears to have arisen from his desire that the Respondent should either recover the entire dues or disconnect the supply. However, such a request, by itself, does not establish that the Respondent was legally prohibited from accepting a payment voluntarily tendered against a subsisting electricity account.

More importantly, the payments did not result in any reduction of the amount legally recoverable beyond the amount actually paid. On the contrary, the two payments aggregating to ₹35,000/- were credited to the account and reduced the outstanding amount. The acceptance of such payments, therefore, cannot by itself be treated as a waiver of the Respondent's right to recover the remaining legitimate dues.

Nevertheless, the acceptance of the part-payment on 24.03.2026 may be relevant to the Appellant's grievance regarding the manner in which the Respondent dealt with the account, but it does not furnish a legal basis for directing waiver of the balance amount.

- E. The Appellant has alternatively sought a direction that the outstanding electricity dues be recovered directly from Shri Gaurav Sharma, who was the tenant and occupant of the premises during the relevant period.

The Respondent has submitted, and the Ld. CGRF has held, that Shri Gaurav Sharma was not the registered consumer of the subject electricity connection and that, under Clause 7.40 of the JERC (Electricity Supply Code) Regulations, 2018, transfer of outstanding dues in the manner contemplated by the Appellant is permissible only in the circumstances contemplated by the said provision.

The material placed before this Authority does not establish that Shri Gaurav Sharma was the registered consumer of the subject connection or that the electricity connection was transferred to him in accordance with the applicable procedure. The Appellant's tenancy arrangement, by itself, cannot result in the electricity dues standing in the Appellant's account being converted into dues of another person in the records of the Distribution Licensee.

The Appellant may have an independent remedy against his tenant in respect of any amount which, under their private arrangement, was payable by the tenant. However, such private liability cannot, in the absence of a corresponding statutory or contractual relationship with the Distribution Licensee, be directed to be recorded as the tenant's liability in substitution of the registered consumer's liability.



The prayer for directing the Respondent to recover the outstanding amount directly from Shri Gaurav Sharma is therefore not found sustainable in the present proceedings.

- F. The Appellant has principally sought waiver of the outstanding amount on the ground that the Respondent failed to take timely action despite his repeated complaints and thereby allowed the dues to continue to accumulate.

The material on record, however, establishes that the outstanding dues relate to electricity supplied through the subject connection during the period when the connection stood in the name of the Appellant. The Appellant has not challenged the correctness of the meter reading, the units consumed, the tariff applied, or the computation of the electricity charges forming the basis of the outstanding amount.

The Appellant's grievance is essentially directed against the Respondent's alleged delay in enforcing disconnection and recovering the dues from the tenant. Such grievance, even if partly justified from an administrative perspective, does not by itself invalidate the charges for electricity which was actually supplied and consumed.

There is also no material before this Authority establishing that the Respondent's alleged delay resulted in the creation of the entire outstanding liability or that the amount claimed represents electricity consumed after the Respondent was under a legally enforceable obligation to disconnect the supply but deliberately failed to do so.

In these circumstances, the mere fact that the Respondent may not have effected disconnection as expeditiously as the Appellant desired cannot be treated as a sufficient ground for extinguishing the Appellant's liability for the legitimate electricity charges standing against his registered connection.

- G. There is, however, a discrepancy in the amounts referred to at different stages of the proceedings. The Appellant has referred to an outstanding amount of approximately ₹34,271/-, whereas the Respondent has stated that ₹34,272/- represented the amount outstanding at the stage of the proceedings before the Ld. CGRF and that, after finalisation of the account following meter removal and final reading, the amount stood updated to ₹36,502/-.

The Respondent has stated that the final meter reading was 66585 kWh and that, after closure of the account, the final bill was issued for ₹36,502/-. Since the liability ultimately enforceable against the Appellant should correspond to a duly reconciled final account, the Respondent should be required to ensure that the final bill clearly reflects the opening/closing readings, consumption, payments received, applicable charges and adjustments, if any, and that there is no duplication of any amount already paid.



Subject to such reconciliation and verification of the final bill, the outstanding electricity charges cannot be waived merely on the ground of the tenancy or the alleged delay in disconnection.

- H. On an overall consideration of the pleadings and material placed on record, this Authority finds that the Appellant was the registered consumer of the subject electricity connection and that the connection was not transferred to Shri Gaurav Sharma. The electricity dues consequently continued to stand against the registered consumer's account.

The Respondent did initiate the process of disconnection upon receipt of the Appellant's request dated 03.03.2026 by issuing Disconnection Order No. 88/511 dated 19.03.2026. The subsequent attempt at disconnection was, according to the contemporaneous record relied upon by the Respondent, obstructed by the occupier of the premises. The Respondent thereafter issued Memo No. 129 dated 01.04.2026 calling upon the Appellant to cooperate in facilitating removal of the meter.

Although the Respondent's explanation does not fully account for the entire period between 11.04.2026 and the eventual disconnection in May 2026, the material on record is insufficient to conclude that such delay, by itself, extinguished the Appellant's liability for the electricity actually supplied and consumed through the connection.

Similarly, acceptance of the part-payments made on 01.03.2026 and 24.03.2026 does not constitute a waiver of the balance dues, nor does it provide a basis for transferring the liability to the tenant.

The Appellant has therefore not established sufficient grounds for either complete waiver of the outstanding electricity dues or transfer of the said dues to Shri Gaurav Sharma.

The Appeal is accordingly found to be partly justified only to the limited extent that the Respondent's handling of the disconnection process and the period subsequent to 11.04.2026 warranted examination; however, no substantive ground has been established for extinguishing the Appellant's liability for the legitimate electricity charges standing against the subject connection.

5. CONCLUSION

In view of the foregoing discussion and upon consideration of the pleadings, documents and submissions placed on record, this Authority is of the considered view that the Appellant was the registered consumer in respect of the subject electricity connection and that the connection continued to stand in his name during the relevant period. The fact that the premises had been let out to Shri Gaurav Sharma did not, in the absence of any duly effected change of consumer or transfer of the



connection, alter the liability attached to the registered consumer's electricity account.

The Appellant has raised a grievance regarding the time taken by the Respondent in completing the disconnection after his request dated 03.03.2026. The record, however, shows that the Respondent issued Disconnection Order No. 88/511 dated 19.03.2026 and that an attempt was thereafter made to execute the disconnection at site. The Respondent has placed on record material showing that the occupier objected to the disconnection and that, thereafter, Memo No. 129 dated 01.04.2026 was issued to the Appellant requesting his cooperation in facilitating removal of the meter. The Appellant has not established that he complied with the said request.

Although the Respondent has not furnished a completely satisfactory explanation for the entire period between its communication dated 11.04.2026 and the eventual removal of the meter, the material available on record does not establish that such delay was, by itself, sufficient to extinguish the liability for electricity charges actually supplied and consumed through the subject connection.

The Appellant's objection regarding acceptance of the part-payment of ₹20,000/- on 24.03.2026, notwithstanding his request dated 03.03.2026, also does not provide a sufficient basis for waiver of the outstanding dues. The payment was credited against the subject consumer account and reduced the outstanding liability. No material has been placed before this Authority to establish that the Respondent was legally required to reject a payment voluntarily tendered against the live consumer account.

Similarly, the request to transfer the outstanding electricity dues to Shri Gaurav Sharma cannot be accepted merely on the basis of the tenancy arrangement. Shri Gaurav Sharma was not the registered consumer of the subject connection, and no material has been placed on record to establish that the electricity connection stood transferred to him in accordance with the applicable provisions.

The Appellant's remedy, if any, against his tenant in respect of electricity charges payable under their private arrangement is distinct from the liability arising under the electricity account maintained by the Distribution Licensee. Such private inter se liability cannot, in the present proceedings, be substituted for the Appellant's liability as the registered consumer.

Accordingly, while the grievance of the Appellant regarding the manner and time taken in completing the disconnection has been duly considered, no sufficient ground has been established for directing waiver of the legitimate electricity dues or for transferring the said dues to the account of Shri Gaurav Sharma.

As regards the quantum, the Respondent has stated that ₹34,272/- was the amount outstanding at the relevant stage before the Ld. CGRF and that, following final meter



reading and closure of the account, the final amount was updated to ₹36,502/-. The liability payable by the Appellant shall therefore be confined to the amount duly established by the final reconciled bill after giving full credit for all payments already received against the account.

The Appeal is, accordingly, liable to be dismissed on merits, subject to the limited direction regarding reconciliation and confirmation of the final outstanding amount as set out hereunder.

6. ORDER

In view of the findings recorded above, the present Appeal No. 289 of 2026 filed by Shri Virender Kumar is disposed of with the following directions:

- I. The Final Order dated 10.06.2026 passed by the Consumer Grievances Redressal Forum, Chandigarh, in Complaint No. H-60/2026 is upheld, insofar as it declines the Appellant's request for transfer of the outstanding electricity dues to the account of Shri Gaurav Sharma.
- II. The prayer of the Appellant for complete waiver of the outstanding electricity dues on account of the alleged delay in disconnection is rejected, as no sufficient ground has been established for extinguishing the liability for electricity charges duly levied against the subject consumer account.
- III. The Respondent, CPDL, shall furnish/confirm to the Appellant a final reconciled statement of account, clearly indicating the final meter reading, consumption, charges levied, all payments received, adjustments, if any, and the balance amount payable, so as to ensure that all payments already made by or on behalf of the Appellant have been duly accounted for.
- IV. The Respondent shall not recover any amount in excess of the amount actually found due on the basis of the duly reconciled final account. The figure of ₹36,502/- referred to in the Respondent's reply shall be treated as the presently claimed amount subject to such reconciliation and verification.
- V. Upon receipt of the final reconciled statement of account, the Appellant shall pay the amount duly found payable within 30 days thereof, subject to his statutory remedies, if any, in respect of any specific error in the computation or reconciliation.
- VI. The request of the Appellant that the outstanding dues be recovered directly from Shri Gaurav Sharma, the erstwhile tenant, is not accepted. This order, however, shall not preclude the Appellant from pursuing such independent remedy as may be available to him against his tenant under the applicable law or their inter se arrangement.
- VII. The Respondent is directed to ensure that the final account does not include any amount which has already been paid and duly credited to the subject consumer account.



The Appeal stands disposed of in the above terms. No order as to costs.


11/9/26
(C M Sharma)

Ombudsman (JERC)

Dated: 11.09.2026