

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-290 of 2026

Date of Hearing: 09.09.2026
Mode: Videoconferencing
Date of Order: 21.09.2026

In the matter of
Mr. Raghubir Chand Goyal,
H.No. 1579, Sector 36-D,
Chandigarh

...Appellant

Versus

Chandigarh Power Distribution Limited,
Through the Executive Engineer (Nodal Officer),
Electricity 'OP' Divn. No. 3. Chandigarh.

...Respondent(s)

In the matter of Mr. Raghubir Chand Goyal Versus Executive Engineer, 'OP' Div-3,
CPDL, Chandigarh

Present:

Appellant

1. Mr. Raghubir Chand Goyal

Appellant in person

Respondent(s)

1. Mr. Ankush Sethi, Executive Engineer, CPDL

2. Mr. Dhruv Shakuntlam, Sr. Executive Legal, CPDL, Chandigarh



ORDER

The present representation was filed on 12.08.2026 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 24.07.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Case No.H-56/2026.

Upon scrutiny, and being satisfied that the representation fulfilled the requirements prescribed under the Regulations, the same was admitted as case No 290 of 2026 and notice was issued on 13.08.2026. A copy of the representation was forwarded to the Respondent– Executive Engineer, 'OP' Div-3, CPDL, Chandigarh calling upon them to submit their reply/comments.

The Sr. Executive Legal, CPDL, Chandigarh vide Email dated 02.09.2026 has filed the comments/ reply to the petition filed by the Appellant which is taken on record.

A. SUBMISSIONS ON BEHALF OF THE APPELLANT

1. The Appellant, Shri Raghubir Chand Goyal, has preferred the present Appeal against the Final Order dated 24.07.2026 passed by the Ld. Consumer Grievance Redressal Forum, Chandigarh, in Complaint No. H-56/2026. The Appellant has stated that the complaint before the Ld. CGRF related to two principal grievances, namely,
 - I. Non-payment of the complete amount due towards solar-banked energy units, together with applicable interest for delayed payment, and
 - II. Non-registration of Contract Demand of 12 kW while retaining the existing Sanctioned Load of 17.460 kW.
2. With regard to the first grievance, the Appellant has submitted that the Respondent made payments of Rs. 70.10 through the bill dated 25.03.2026 and Rs. 1,010.80 through the bill dated 23.05.2026, without providing a proper breakup of the calculation of the amount payable towards the solar-banked energy units and the interest component applicable for the delay in payment. The Appellant has contended that the Respondent was required to make payment of the complete amount due, along with applicable interest, within the prescribed time.
3. The Appellant has stated that the Ld. CGRF has granted relief in respect of the first grievance and that he is satisfied with the decision of the Forum on this issue. The Appellant has, however, maintained that the payment and interest calculation should be transparent and supported by a proper statement of account.
4. With regard to the second grievance, the Appellant has submitted that he had made a representation dated 27.02.2026 requesting the Respondent to enter into an agreement for Contract Demand of 12 kW while retaining the existing Sanctioned Load of 17.460 kW. The Appellant has stated that the Respondent, vide its reply dated 05.05.2026, did not accept the request and instead treated it as a request for reduction of Sanctioned Load.



According to the Appellant, the Respondent failed to appreciate the distinction between Sanctioned Load and Contract Demand.

5. The Appellant has contended that Sanctioned Load and Contract Demand are two separate parameters under the JERC Electricity Supply Code, 2018, and that the Ld. CGRF has not identified any specific provision which prohibits their independent existence in respect of the same electricity connection.
6. The Appellant has referred to Chapter 4-3 of the JERC Electricity Supply Code, 2018, and submitted that he is entitled to a three-phase, four-wire LT connection up to 100 kVA of contracted load. He has further referred to the provisions relating to annual review of Contract Demand for LT connections equipped with an MDI meter.
7. The Appellant has stated that his Sanctioned Load was initially 5.7 kW, which was increased to 11 kW on 10.01.2003 after payment of additional Security and Service Connection Charges of Rs. 8,774/- vide Receipt No. 828 dated 10.01.2003. He has further stated that, under the Voluntary Disclosure Scheme, he deposited Rs. 8,709/- on 17.08.2011 for further enhancement of the Sanctioned Load to 19 kW, vide Receipt No. 2063 dated 17.08.2011. According to the Appellant, the Sanctioned Load has remained at 17.460 kW since 07.08.2013, and the additional Service Connection Charges and Security Charges paid by him have been retained by the Department.
8. The Appellant has submitted that he has been paying fixed charges in respect of the sanctioned load and that the Respondent has taken the sanctioned load into account while engineering the electricity connection. He has also stated that the application form applicable at the relevant time contained a column for Total Load Applied for in kW, but did not contain a separate column for Contract Demand.
9. The Appellant has relied upon the JERC Tariff Order dated 30.10.2025, particularly the provisions relating to recovery of fixed/demand charges for LT consumers. He has submitted that the applicable billing formula provides for recovery of demand charges on the basis of the Maximum Demand recorded during the month or 85% of the Contract Demand, whichever is higher. According to the Appellant, the tariff provision does not expressly stipulate that, in the absence of Contract Demand, fixed charges must be levied on 85% of the Sanctioned Load.
10. The Appellant has contended that he had never requested that the fixed charges be levied on 85% of 12 kW without first obtaining approval of his request for registration of Contract Demand. He has stated that his application remained pending from 27.02.2026 until 06.05.2026.
11. The Appellant has further submitted that his request is not intended merely to reduce the fixed charges. He has explained that he wishes to retain the existing Sanctioned Load of 17.460 kW, for which the requisite Service Connection Charges and Security Charges have already been paid, while having a Contract Demand of 12 kW. According to him, this would enable him to operate the electricity connection within a Contract Demand of 12 kW while retaining the existing sanctioned capacity of 17.460 kW.



12. The Appellant has disagreed with the finding of the Ld. CGRF that Sanctioned Load and Contract Demand are not two separate contractual capacities for the same service connection. He has maintained that the JERC regulatory framework distinguishes between the two parameters and that the Respondent has not produced any specific provision prohibiting the arrangement sought by him.
13. The Appellant has further submitted that the Ld. CGRF has incorrectly interpreted his request as an attempt to claim Contract Demand of 12 kW merely on the basis of lower recorded Maximum Demand. He has clarified that his request is for registration of Contract Demand of 12 kW by entering into a proper agreement with the Respondent, while retaining the existing Sanctioned Load of 17.460 kW.
14. The Appellant has referred to the findings of the Ld. CGRF regarding the regulatory framework, Supply Voltage, Contractual Capacity, Sanctioned Load, Contract Demand and Maximum Demand. He has stated that he has no comments on certain findings but does not agree with the conclusion that Sanctioned Load and Contract Demand cannot exist independently for the same connection.
15. The Appellant has submitted that the tariff framework applicable to LT DS-II consumers recognizes Contract Demand as a relevant parameter for demand-based billing. He has further submitted that the bills issued by the Respondent after the Tariff Order dated 30.10.2025 reflected Contract Demand of 20.540 kVA and Sanctioned Load of 17.460 kW in the bill dated 01.01.2026 covering the period from 30.09.2025 to 30.11.2025. According to him, this demonstrates that the Respondent itself has treated Sanctioned Load and Contract Demand as separate parameters in its billing records.
16. The Appellant has reiterated that he is willing to execute any additional agreement required by the Respondent for registration of Contract Demand of 12 kW while retaining the existing Sanctioned Load of 17.460 kW. He has submitted that the Respondent has not cited any specific provision of the JERC Electricity Supply Code, 2018, or any other applicable legal instrument which makes it mandatory for a consumer to increase or decrease the Sanctioned Load while registering or varying Contract Demand.
17. The Appellant has also stated that the Respondent took approximately 72 days to respond to his request dated 27.02.2026. He has submitted that the delay in responding to the application and the refusal to consider the request on its merits demonstrate a failure on the part of the Respondent to properly appreciate the applicable regulatory framework.
18. The Appellant has submitted that the Ld. CGRF has itself recognized that the JERC framework distinguishes between Contract Demand and Sanctioned Load, but has nevertheless rejected his request without identifying a specific enabling or prohibitory provision. He has therefore prayed that the decision of the Ld. CGRF be reconsidered and that the Respondent be directed to register Contract Demand of 12 kW while retaining the Sanctioned Load of 17.460 kW.
19. The Appellant has, in his rejoinder to the reply filed by the Respondent, reiterated that Sanctioned Load and Contract Demand are two different parameters. He has submitted



that the Respondent has not produced any specific regulation which prohibits the existence of two separate and simultaneous contractual capacities governing one service connection under a single agreement.

20. The Appellant has further submitted that the provisions relating to reduction of Sanctioned Load are not applicable to his request, as he has not sought reduction of Sanctioned Load. He has maintained that he seeks only registration of an independent Contract Demand of 12 kW while retaining the existing Sanctioned Load of 17.460 kW. He has prayed for appropriate relief in accordance with the applicable regulations.

B. SUBMISSIONS ON BEHALF OF THE RESPONDENT — CPDL

1. The Respondent, Chandigarh Power Distribution Limited, has filed its Reply opposing the present Appeal preferred by the Appellant against the Final Order dated 24.07.2026 passed by the Ld. CGRF Chandigarh in Complaint No. H-56/2026. The Respondent has submitted that the impugned order is a detailed and reasoned order passed after consideration of the pleadings, documents and applicable regulatory provisions. It has further submitted that the Appellant has not disclosed any specific error of law or fact warranting interference by the Electricity Ombudsman.
2. The Respondent has submitted that the impugned order is not adverse to the Appellant in its entirety. In respect of Issue No. 1 concerning refund of unadjusted solar-banked energy units, the Ld. CGRF has already directed the Respondent to release the balance admissible amount of Rs. 355.50, together with Late Payment Surcharge at the rate of 1.25% per month for the delay beyond 31.05.2025, in terms of Regulations 11.3 and 13 of the JERC (Solar PV Grid Interactive System based on Net Metering) Regulations, 2019. The Respondent has submitted that it has not assailed the said direction and shall comply with the same.
3. The Respondent has submitted that the total banked energy units refundable for FY 2024-25 were 108 units, which, at the applicable Average Power Purchase Cost of Rs. 3.95 per unit, amounted to Rs. 426.60. An amount of Rs. 71.10 had already been credited/refunded towards banked units pertaining to February and March 2025. Accordingly, the balance amount payable was Rs. 355.50.
4. The Respondent has further submitted that, to the extent the Appellant's claim relates to the period prior to 01.02.2025, the same is required to be examined in accordance with the Chandigarh Electricity Reforms Transfer Scheme, 2025, as amended, and the allocation of assets and liabilities between the erstwhile Electricity Wing of the Engineering Department, Chandigarh Administration, and CPDL. It has submitted that this contention is made without prejudice to the Respondent's position and without seeking to reopen the findings of the Ld. CGRF on the refund issue.
5. With regard to Issue No. 2, the Respondent has submitted that the grievance of the Appellant relates to his request for recognition of Contract Demand of 12 kW while retaining the existing Sanctioned Load of 17.460 kW, along with his contention that



fixed/demand charges ought to be levied on the basis of 85% of Contract Demand and/or actual recorded Maximum Demand, whichever is higher.

6. The Respondent has submitted that the matter has been examined with reference to the JERC Electricity Supply Code Regulations, 2018, and the tariff framework applicable to the LT DS-II consumer category. According to the Respondent, the principle of 85% of Contract Demand is relevant only where a valid and approved Contract Demand exists. The controversy in the present case, according to the Respondent, is not merely about the method of billing but about the very existence of an approved Contract Demand of 12 kW while the Sanctioned Load continues to be 17.460 kW.
7. The Respondent has submitted that under the MYT Tariff Order dated 30.10.2025, the LT DS-II Demand-Based tariff category is applicable to consumers having Sanctioned/Contracted Load up to 85 kW/100 kVA. It has stated that demand charges are levied on the recorded Maximum Demand or the prescribed percentage of Contract Demand, whichever is higher. According to the Respondent, Contract Demand is therefore an essential pre-requisite for application of the demand-billing methodology, and the billing formula itself neither creates nor modifies a consumer's Contract Demand.
8. The Respondent has submitted that the JERC regulatory framework distinguishes between Contract Demand and Sanctioned Load. It has stated that Contract Demand denotes the maximum demand agreed to be supplied by the licensee under an executed agreement, whereas Sanctioned Load denotes the load agreed to be supplied in the absence of a specific Contract Demand arrangement.
9. The Respondent has relied upon Regulations 5.119 and 5.120 of the JERC Electricity Supply Code Regulations, 2018, and submitted that execution of an agreement between the licensee and the consumer is required, and that the agreement records the applicable Sanctioned Load/Contract Demand depending upon the consumer category and tariff framework. According to the Respondent, the said provisions do not contemplate or permit the existence of two separate and simultaneous contractual capacities governing the same service connection under a single agreement.
10. The Respondent has therefore submitted that the Appellant cannot unilaterally claim recognition of Contract Demand of 12 kW different from the existing Sanctioned Load, except by following the prescribed procedure for revision of the approved load parameters.
11. The Respondent has stated that its records do not reflect any approved Contract Demand of 12 kW in respect of the Appellant's connection. The connection presently stands sanctioned for a load of 17.460 kW, and no approved modification or reduction of the Sanctioned Load to 12 kW has been produced on record. The Respondent has further stated that the bills reflect Contract Demand as "0.000 kVA", which demonstrates that no Contract Demand of 12 kW, or any other figure, was approved or operationalized for the connection.



12. The Respondent has submitted that it is not legally permissible for the Appellant to retain entitlement to draw 17.460 kW of sanctioned capacity while simultaneously seeking to be billed on a notional Contract Demand of 12 kW, without first obtaining a corresponding reduction or modification of the Sanctioned Load in accordance with the prescribed procedure.
13. The Respondent has relied upon Clause 5.10.8 of the JERC Electricity Supply Code, 2018, which prescribes the procedure for reduction of Sanctioned Load. It has also referred to the JERC Electricity Supply Code (Third Amendment) Regulations, 2024, which provide a mechanism for revision of Sanctioned Load based on recorded Maximum Demand, subject to the prescribed procedure and approval of the Distribution Licensee. The Respondent has submitted that neither provision confers any automatic or unilateral right upon the consumer to alter the contractual parameters of supply.
14. The Respondent has stated that the Appellant has neither applied for nor obtained any revision of Sanctioned Load under the prescribed procedure. According to the Respondent, the Appellant cannot achieve the same result indirectly through the present Appeal by seeking recognition of Contract Demand of 12 kW while retaining the Sanctioned Load of 17.460 kW.
15. The Respondent has further submitted that the sanctioned capacity entails corresponding network and system obligations on the part of the Distribution Licensee. It has stated that the demand/fixed charges mechanism is intended to reflect such reserved capacity. According to the Respondent, permitting billing on 12 kW while retaining sanctioned load of 17.460 kW would result in an impermissible mismatch between the approved load parameters and the charges recoverable for reserving such capacity.
16. The Respondent has submitted that, in the absence of a duly approved Contract Demand, billing has correctly been affected on the basis of the sanctioned load and actual electricity use. It has contended that the Appellant's interpretation would amount to recognition of an unapproved Contract Demand merely for the purpose of reducing charges, which is impermissible in law.
17. The Respondent has further submitted that the direction of the Ld. CGRF requiring verification of the consumer master and billing records, and rectification of any discrepancy found therein, including incorrect reflection of Contract Demand as "0", is purely administrative and record-keeping in nature. It has clarified that the said direction does not recognize Contract Demand of 12 kW and cannot be read as permitting the Appellant to claim such Contract Demand.
18. The Respondent has submitted that the correct contractual parameter to be reflected in the records and bills, in the absence of any separately approved Contract Demand, is the existing Sanctioned Load of 17.460 kW. It has undertaken to ensure that its records are aligned accordingly, strictly in terms of the impugned order.
19. The Respondent has stated that it has acted in compliance with the JERC Electricity Supply Code Regulations, 2018, and that there is no illegality, arbitrariness or deficiency in service



on its part. It has submitted that the impugned order is legally sound, well-reasoned and consistent with the applicable MYT Tariff Order dated 30.10.2025 and the Chandigarh Electricity Reforms Transfer Scheme, 2025, as amended.

20. The Respondent has accordingly prayed that the present Appeal be dismissed as devoid of legal and factual merit, that the Final Order dated 24.07.2026 passed by the Ld. CGRF Chandigarh in Complaint No. H-56/2026 be upheld, and that any other order deemed fit and proper in the interest of justice be passed.

C. Proceedings

The matter was taken up for hearing on 09.09.2026 through video conferencing.

21. The Appellant, Shri Raghubir Chand Goyal, appeared in person and was heard at length. The Respondent, Chandigarh Power Distribution Limited (CPDL), was represented by Shri Ankush Sethi, Executive Engineer, Division-3, CPDL, and Shri Dhruv Shakuntlam, Sr. Executive Legal, CPDL.
22. At the commencement of the hearing, the Appellant reiterated the grievances raised in the present Appeal. The first grievance related to the alleged non-payment of the complete amount payable against the solar energy units banked by him, including the interest claimed for delayed payment. The Appellant submitted that although certain amounts had been credited through the electricity bills, the complete amount payable, along with the applicable interest, had not been properly accounted for or reflected in the bills.
23. The second grievance related to the Appellant's application dated 27.02.2026 seeking fixation of Contract Demand at 12 kW while retaining the existing Sanctioned Load of 17.460 kW. The Appellant submitted that Sanctioned Load and Contract Demand are distinct parameters and that the Respondent had failed to examine his request in accordance with the applicable provisions of the JERC Supply Code and the relevant tariff framework.
24. The Respondent submitted that the balance amount relating to the banked solar energy units had been dealt with in terms of the directions issued by the CGRF and that the Respondent would comply with the said directions. With regard to the issue of Contract Demand, the Respondent submitted that Contract Demand of 12 kW had neither been approved nor recorded in the consumer master. It was further submitted that the Appellant's application could not, by itself, alter the existing contractual parameters or create a new billing arrangement without examination and approval under the applicable provisions of the Supply Code and tariff order.
25. During the course of the hearing, the Appellant also raised an objection regarding the authentication of the reply filed by the Respondent. It was submitted by the Appellant that the reply did not bear the personal signature of Shri Dhruv Shakuntlam, Sr. Executive Legal, CPDL, although his name appeared on the reply.



26. In response, it was pointed out that the reply had been duly signed by the Executive Engineer, Division-3, CPDL, and the Commercial Manager-3, Division-3, CPDL. It was further submitted that the reply had been forwarded by Shri Dhruv Shakuntlam, Sr. Executive Legal, CPDL, through his official email dated 02.09.2026, from the official email address dhruv.shakuntlam@rpsg.in.
27. The said objection of the Appellant was considered during the hearing. The Appellant was afforded an opportunity to make his submissions on the objection, and the Respondent was also heard in response thereto. The pleadings and documents filed on behalf of the Respondent were taken on record for consideration in the present proceedings.
28. The parties were heard on the merits of the Appeal, including the issue relating to the balance payment towards banked solar energy units, the applicability of the relevant provisions governing Contract Demand and Sanctioned Load, and the relief sought by the Appellant.
29. After hearing the parties and examining the pleadings, documents and submissions available on record, the matter was reserved for consideration and orders.

D. FINDINGS AND ANALYSIS

Objection regarding authentication of the Respondent's reply

During the course of hearing, the Appellant raised an objection that the reply filed on behalf of the Respondent did not bear the signature of Shri Dhruv Shakuntlam, Sr. Executive Legal, CPDL, although his name was mentioned therein.

The objection has been considered. The record shows that the reply was duly signed by the Executive Engineer, Division-3, CPDL and the Commercial Manager-3, Division-3, CPDL. The reply was thereafter forwarded by Shri Dhruv Shakuntlam, Sr. Executive Legal, CPDL, through his official email dated 02.09.2026 from the email address dhruv.shakuntlam@rpsg.in. The forwarding of the reply through the official email of the Sr. Executive Legal, coupled with the signatures of the concerned officers of CPDL on the reply, sufficiently establishes that the reply was filed on behalf of the Respondent.

The absence of the personal signature of the Sr. Executive Legal on the reply, in the circumstances stated above, is only a procedural objection and does not materially affect the consideration of the Respondent's submissions. The reply was signed by the concerned officers of CPDL and was forwarded through the official email of the Sr. Executive Legal. The objection raised by the Appellant is, therefore, not tenable.

Issue No. 1: Whether the Appellant has received the credit payable towards banked solar energy units in accordance with the JERC (Solar PV Grid Interactive System based on Net Metering) Regulations, 2019.

During the hearing held on 09.09.2026, the Appellant submitted that the credit payable towards banked solar energy units had not been passed on to him in accordance with the JERC (Solar PV Grid Interactive System based on Net Metering) Regulations, 2019.



The Respondent Licensee, however, confirmed that the credit due to the Appellant had already been passed on and would reflect in the bill for the next billing cycle.

In view of the confirmation made by the Respondent, the grievance concerning the credit towards banked solar energy units stands addressed, subject to its actual reflection in the bill for the next billing cycle.

Accordingly, the Respondent is directed to ensure that the credit already confirmed by it is duly reflected in the Appellant's bill for the next billing cycle. In the event of any discrepancy, the Appellant shall be at liberty to bring the same to the notice of the Respondent and, if necessary, seek appropriate remedy in accordance with law.

Issue No. 2: Whether the Appellant is entitled to annual review of Contract Demand and fixation of Contract Demand at 12 kW while retaining Sanctioned Load at 17.460 kW

A. Applicable tariff and regulatory framework

The Appellant has contended that CPDL has not undertaken an annual, year-on-year review of the Contract Demand of his connection. He has further submitted that Contract Demand and Sanctioned Load are distinct parameters and that he should be permitted to retain the existing Sanctioned Load of 17.460 kW while having a Contract Demand of 12 kW for the purpose of billing.

The present connection is an LT domestic connection falling under the LT DS-II demand-based tariff category. The applicable tariff structure is governed by the MYT Tariff Order dated 30.10.2025. The Tariff Order broadly recognises different LT categories, including connected-load-based categories and demand-based categories. Depending upon the applicable category, the consumer is liable to pay energy charges together with the prescribed Fixed Charges or Demand Charges, as applicable.

The LT DS-II demand-based category is applicable to consumers having sanctioned/contracted load up to 85 kW/100 kVA, as the case may be. The reference to sanctioned/contracted load identifies the eligibility and billing framework of the category; it does not, by itself, create a right in favour of the consumer to select or declare a separate Contract Demand without approval of the Distribution Licensee.

The Tariff Order further provides for levy of Demand Charges with reference to the recorded Maximum Demand or the prescribed percentage of the applicable contractual demand, whichever is higher, subject to the other provisions of the Tariff Order. This billing formula operates on the basis of an already approved contractual parameter. The billing formula itself does not create, reduce or modify the Contract Demand.

The tariff framework applicable to HT and EHT consumers is materially different. In those categories, tariff classification is primarily linked to Contract Demand, with the applicable thresholds determining whether the connection falls under the HT or EHT category. Contract Demand therefore assumes a central role in determining the applicable HT/EHT tariff structure.



The present matter, however, concerns an LT DS-II domestic connection and must be examined in the context of the tariff and contractual provisions applicable to that category.

B. Distinction between Sanctioned Load, Contract Demand and Maximum Demand

The JERC Electricity Supply Code, 2018 recognises Sanctioned Load, Contracted Load/Contract Demand and Maximum Demand as distinct regulatory expressions. Sanctioned Load refers to the load approved by the Distribution Licensee. Contracted Load/Contract Demand refers to the contractual capacity agreed between the Distribution Licensee and the consumer and recorded in the applicable agreement, wherever required. Maximum Demand, on the other hand, is the highest demand actually recorded by the meter during the relevant billing period.

These expressions serve different purposes. Maximum Demand is a metered operational parameter used for the computation of demand-related charges. Sanctioned Load and Contracted Load/Contract Demand relate to the approved and contractual capacity governing the supply arrangement. Accordingly, Maximum Demand cannot, merely by reason of being lower than the Sanctioned Load, be treated as automatically constituting a revised Contract Demand.

The distinction between the said parameters does not, however, mean that a consumer can unilaterally maintain two different contractual capacities for the same service connection. The contractual parameter applicable to the connection must be ascertainable from the sanctioned records, agreement, consumer master, approved load particulars and the applicable provisions of the Supply Code and Tariff Order.

The provisions concerning execution of an agreement require the relevant sanctioned or contracted particulars governing the supply to be recorded in the contractual documentation, depending upon the category and tariff framework applicable to the consumer. The Supply Code does not, in the absence of a specific enabling provision or approval, contemplate the unilateral operation of two separate contractual capacities for the same connection under one agreement.

C. Whether annual review creates an automatic right to a lower Contract Demand

The Appellant has primarily alleged that CPDL has failed to review the Contract Demand annually on a year-on-year basis. Even assuming that the applicable regulatory framework requires or permits review of relevant demand parameters, such review cannot be equated with an automatic approval of the Contract Demand proposed by the consumer.

An annual review is required to be undertaken in accordance with the applicable procedure and on the basis of relevant material, including the sanctioned load, contractual particulars, recorded Maximum Demand, meter data, category of supply and the terms of the agreement. The result of such review must be reflected through an appropriate approval, revision of the relevant records and, where required, modification or execution of the applicable agreement.



The Appellant has not placed on record any approval, revised agreement or communication of CPDL by which Contract Demand of 12 kW was sanctioned or accepted. The application dated 27.02.2026, by itself, could not alter the existing sanctioned or contractual parameters. In the absence of an approval under the applicable procedure, the requested Contract Demand of 12 kW cannot be treated as an existing contractual fact.

The Appellant has referred to the appearance of separate figures relating to Contract Demand and Sanctioned Load in a bill. Such entries may require verification by CPDL, particularly if there is any inconsistency between the bill, consumer master and sanctioned records. However, the mere appearance of a figure in a bill is not, by itself, conclusive proof that Contract Demand of 12 kW was approved or that CPDL is legally bound to levy demand charges on that figure.

The present tariff structure applicable to LT DS-II consumers is demand-based, but the demand-based billing mechanism presupposes an approved contractual or sanctioned parameter in accordance with the applicable regulatory framework. Neither the Appellant's assertion of lower actual demand nor the billing formula independently establishes a right to permanently retain Sanctioned Load of 17.460 kW while insisting upon Contract Demand of 12 kW without completion of the prescribed approval and contractual process.

On the material available, the Appellant has not established any specific provision in the Supply Code or the MYT Tariff Order dated 30.10.2025 which permits an LT consumer to unilaterally maintain a higher Sanctioned Load and simultaneously require CPDL to recognise a lower Contract Demand for billing purposes, without revision of the approved load particulars and the applicable contractual records.

I therefore find that the Appellant's request to retain the existing Sanctioned Load of 17.460 kW while simultaneously having a separate Contract Demand of 12 kW recognised for the same service connection cannot be allowed. Neither the Appellant nor CPDL has been able to identify or establish any specific enabling provision under the JERC Electricity Supply Code, 2018, or the MYT Tariff Order dated 30.10.2025, permitting such an arrangement without corresponding revision of the approved load particulars and contractual records. The mere filing of the application dated 27.02.2026, or the existence of an entry in a bill or consumer master, does not by itself create an enforceable right to a Contract Demand of 12 kW. Accordingly, the Appellant's request for retaining the higher Sanctioned Load of 17.460 kW and simultaneously allowing Contract Demand of 12 kW is rejected. This finding is confined to the specific combination of parameters claimed in the present case and shall not be construed to mean that Sanctioned Load and Contract Demand are invariably identical in every category of electricity connection.

CPDL shall, however, verify the consumer master, sanctioned load records, Contract Demand particulars, meter configuration, recorded Maximum Demand, bills and the applicable agreement to determine the correct contractual and billing particulars of the connection. If any discrepancy is found in the said records, CPDL shall rectify the same in



accordance with the applicable regulatory framework. If the Appellant's application dated 27.02.2026 is still pending, CPDL shall examine and dispose of the same by a reasoned and speaking order within 30 days from the date of receipt of this Order. Such examination shall be undertaken strictly in accordance with the applicable provisions and shall not be construed as permitting the simultaneous retention of Sanctioned Load of 17.460 kW and recognition of Contract Demand of 12 kW unless such arrangement is specifically authorised under the applicable regulatory framework and duly reflected in the approved contractual records.

E. Conclusion

In view of the above, the Appellant's request for billing on the basis of Contract Demand of 12 kW while retaining Sanctioned Load of 17.460 kW cannot be allowed in the absence of an approved contractual arrangement and a specific enabling provision under the applicable regulatory and tariff framework. The Appellant shall, however, remain at liberty to submit a fresh or appropriately revised application under Regulation 5.116, which shall be considered by the Respondent in accordance with law and by passing a reasoned decision.

F. Operative Order

In view of the findings recorded above, the present Appeal is disposed of with the following directions:

1. Solar energy banking payment

The Respondent, Chandigarh Power Distribution Limited (CPDL), shall release/adjust the balance amount payable to the Appellant towards the solar energy units banked during the relevant period, in terms of the directions contained in the impugned order of the CGRF, Chandigarh.

The Respondent shall ensure that the amount of Rs.355.50, being the balance amount calculated for 108 banked units at the applicable APPC rate of Rs.3.95 per unit, along with the applicable Late Payment Surcharge/interest as directed by the CGRF, is correctly reflected in the Appellant's electricity bill or otherwise credited to the Appellant's account.

CPDL shall ensure that the said credit is reflected in the next billing cycle. The Respondent shall also provide the Appellant with a clear statement showing the calculation of the amount credited, including the number of units, applicable rate, amount already credited, balance amount and interest/Late Payment Surcharge, if any.

2. Verification of billing and consumer records

CPDL shall verify the consumer master and billing records of the Appellant with respect to Sanctioned Load, Contract Demand, recorded maximum demand, meter configuration and the agreement applicable to the connection. If any discrepancy is found, the same shall be rectified in accordance with law. If the Appellant's application dated 27.02.2026 is still pending, CPDL shall examine and decide the same under the applicable provisions and communicate a reasoned decision to the Appellant within 30 days from the date of receipt of this Order.



3. Request for Contract Demand of 12 kW

The Appellant's request for billing on the basis of Contract Demand of 12 kW while retaining Sanctioned Load of 17.460 kW is rejected, as no approved contractual arrangement or specific enabling provision under the applicable regulatory and tariff framework has been established on record.

The reliance placed by the Appellant on Regulation 5.116 of the JERC Supply Code is misplaced, since the said provision concerns computation of Demand Charges in cases where the Maximum Demand Indicator of an HT or EHT meter is faulty or not recording. It does not provide a mechanism for fixation, reduction or approval of Contract Demand.

4. Liberty to apply under applicable provisions

The Appellant shall, however, remain at liberty to submit an appropriate application for revision of the relevant contractual parameters under the applicable provisions of the JERC Supply Code, the relevant tariff order and the prescribed procedure.

If such an application is submitted, CPDL shall examine the same objectively and communicate a reasoned and speaking decision to the Appellant within the period prescribed under the applicable regulations/procedure.

5. Compliance

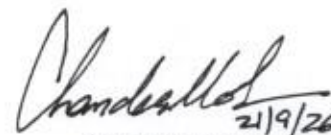
CPDL shall comply with the directions contained in paragraph 1 above in the next billing cycle and shall communicate compliance to the Appellant. The Respondent shall also place a brief compliance report on record before the Electricity Ombudsman within 15 days thereafter.

6. Disposition

Subject to the directions contained above, the Appeal is partly allowed to the limited extent of ensuring implementation and proper reflection of the amount payable towards the banked solar energy units. The remaining prayer of the Appellant relating to fixation of Contract Demand at 12 kW while retaining Sanctioned Load of 17.460 kW is rejected.

The impugned order dated 24.07.2026 passed by the CGRF, Chandigarh, is accordingly affirmed with the above clarification and directions.

There shall be no order as to costs.


(C M Sharma)
Ombudsman (JERC)

Dated: 21.09.2026