

**BEFORE THE ELECTRICITY OMBUDSMAN**  
**(For the State of Goa and Union Territories)**  
**Under Section 42 (6) of the Electricity Act, 2003**  
3<sup>rd</sup> Floor, Plot No. 55-56, Udyog Vihar - Phase IV, Sector 18  
Gurugram (Haryana) 122015,  
Email ID: ombudsman.jercuts@gov.in  
Phone No.:0124-4684708

Appeal No-294 of 2026

Date of Hearing: 17.09.2026 &  
25.09.2026  
Mode: Videoconferencing  
Date of Order: 28.09.2026

In the matter of  
Sh. Sonu Goyal, S/o Late Sh. Bachan Lal,  
Through his authorized representative Sh. Pratham Goyal,  
R/o SCF No. 179, Grain Market, Sector-26,  
Chandigarh.

...Appellant

Versus

Chandigarh Power Distribution Limited,  
Through the Executive Engineer (Nodal Officer),  
Electricity 'OP' Divn. No. 1. Chandigarh.

...Respondent(s)

**In the matter of Sh. Sonu Goyal Versus Chandigarh Power Distribution Ltd.**

Appeal under JERC (CGRF AND OMBUDSMAN) REGULATIONS 2024 against order dated 17.08.2026 passed by the CGRF, Chandigarh in Complaint NO. H-85/2026, to the limited extent of DENIAL OF COMPENSATION.

Present:

Appellant

1. Mr. Sameer Jain

AR for Appellant

Respondent(s)

1. Mr. Sukhwinder Singh, Commercial Manager-1, Div-1, CPDL

2. Mr. Sanatan Kumar, CPDL

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

## Order

The present representation has been filed by Sh. Sonu Goyal, S/o Late Sh. Bachan Lal, through his authorized representative Sh. Pratham Goyal, against Chandigarh Power Distribution Limited (CPDL), through the Executive Engineer (Nodal Officer), Electricity 'OP' Division No. 1, Sector-17, Chandigarh, 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.

The present representation was filed on 28.08.2026, challenging the Final Order dated 17.08.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Complaint No. H-85/2026, to the limited extent of denial of compensation to the Appellant. The Appellant has not challenged the directions of the Learned CGRF regarding release of the electricity connections and has confined the present Appeal to his claim for compensation on account of the alleged delay in processing and release of the connections.

The Appellant had applied for two new electricity connections, namely, Domestic Connection bearing Application No. NCA/2026/03205 and Commercial Connection bearing Application No. NCA/2026/03206, on 03.04.2026, pursuant to the liberty granted by the Hon'ble High Court of Punjab and Haryana at Chandigarh vide order dated 24.03.2026 in CWP-35968-2025. According to the Appellant, the Hon'ble High Court had directed the Respondent to consider and resolve his request in accordance with law within eight weeks from the date of filing of the applications, i.e. by 29.05.2026.

The Appellant has alleged that the Respondent failed to process the applications within the aforesaid period and that the objection requiring NOC along with self-attested identity proof from all co-owners was communicated to him only on 25.06.2026. The Appellant has contended that such communication was made 83 days after submission of the applications and was contrary to the requirement contained in Clause 5.35 of the JERC Electricity Supply Code, 2018 regarding communication of deficiencies in an application.

The Appellant thereafter approached the Learned CGRF, Chandigarh by filing Complaint No. H-85/2026 on 27.07.2026, seeking release of both electricity connections along with compensation for the alleged delay. The Learned CGRF, vide its Final Order dated 17.08.2026, directed release of the Domestic Connection and Commercial Connection, the latter being subject to surrender of the existing connection serving the same portion. The Appellant relied upon the findings recorded by the Learned CGRF regarding the delay in communication of deficiency and the period of delay in processing the applications.

Pursuant to the aforesaid Final Order dated 17.08.2026, the Commercial Connection bearing Application No. NCA/2026/03206 has since been released by the Respondent. In respect of the Domestic Connection bearing Application No. NCA/2026/03205, the



Respondent has raised the requisite demand note; however, the said connection has not yet been released as the Demand note is pending for payment. The Respondent has submitted that the demand note in respect of the Domestic Connection has not been paid by the Appellant. The status of the Domestic Connection, including the effect of the aforesaid outstanding requirements upon the Appellant's claim for compensation, is a matter to be considered in the present proceedings.

Along with the main representation, the Appellant has filed separate Written Submissions on Quantum of Compensation in support of his claim against the Final Order dated 17.08.2026. The Appellant has, inter alia, relied upon Section 43(3) of the Electricity Act, 2003 and, in the alternative, Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended, and has set out various alternative calculations of compensation.

The Appellant has also filed an authorization in favour of Sh. Pratham Goyal authorizing him to represent and act on behalf of the Appellant in the present proceedings.

Upon scrutiny of the representation and upon being satisfied that the same fulfilled the requirements prescribed under the applicable Regulations, the representation was admitted as Case No. 294 of 2026 and notice was issued to the Respondent. A copy of the representation was forwarded to the Respondent, namely, the Executive Engineer, Electricity 'OP' Division No. 1, CPDL, Chandigarh, calling upon it to submit its reply/comments.

The Senior Executive Legal, CPDL, Chandigarh, vide email dated 16.09.2026, filed the comments/reply on behalf of the Respondent, which have been taken on record.

The Respondent, in its reply, has opposed the claim for compensation and has, inter alia, submitted that the processing of the applications was affected by an objection raised by another co-owner of the property, namely Sh. Sanjay Goyal, stated to be holding a 13% share in the property, who had objected to release of a new electricity connection without his written consent. The Respondent has contended that, in view of the co-ownership dispute and the objection raised by one of the co-owners, obtaining the necessary legal opinion and examining the physical possession and legal status of the premises constituted bona fide administrative and legal considerations and that the period involved cannot be treated as an attributable delay or deficiency of service on the part of CPDL.

The Respondent has further submitted that, while the Commercial Connection bearing Application No. NCA/2026/03206 has already been released, the Domestic Connection bearing Application No. NCA/2026/03205 has not been released on account of non-fulfilment of the requisite conditions, including payment of the demand raised. On these bases, the Respondent has opposed the Appellant's claim for compensation and has



submitted that the Appellant cannot claim compensation for any period attributable to his own non-compliance.

Thus, the controversy in the present Appeal is confined to the Appellant's claim for compensation for the alleged delay in processing/release of the two electricity connections and, particularly, whether the Appellant is entitled to any monetary relief in view of the statutory and regulatory provisions relied upon by him and the defence raised by the Respondent

#### **SUBMISSIONS ON BEHALF OF THE APPELLANT**

The Appellant, through his authorized representative, has submitted that he is a co-owner with 30% share, of the premises bearing SCF No. 179, Grain Market, Sector-26, Chandigarh, and that he applied for two new electricity connections, namely Domestic Connection bearing Application No. NCA/2026/03205 and Commercial Connection bearing Application No. NCA/2026/03206, on 03.04.2026, pursuant to the liberty granted by the Hon'ble High Court of Punjab and Haryana at Chandigarh vide order dated 24.03.2026 in CWP-35968-2025. The Appellant submits that the Hon'ble High Court had directed the Respondent to consider and resolve his request in accordance with law within eight weeks from the date of filing of the applications.

The Appellant has submitted that, instead of processing the applications within the aforesaid period, the Respondent communicated an objection on 25.06.2026, requiring NOC along with self-attested identity proof from all co-owners. According to the Appellant, the said objection was communicated 83 days after submission of the applications, whereas Clause 5.35 of the JERC Electricity Supply Code, 2018 required deficiencies in an application to be communicated within three working days.

The Appellant has further submitted that the objection relating to NOC from co-owners was not an isolated issue and that a similar objection had been raised by the Respondent in respect of his earlier application bearing Reference No. NCA/2022/00473. He has relied upon the objection/outstanding payment notice dated 28.03.2023 and the application-track status of the said application, which, according to him, reflected substantial periods of processing at different stages. The Appellant has relied upon these circumstances to contend that the delay experienced in 2026 was part of a recurring issue concerning the same premises.

The Appellant has also referred to proceedings dated 13.03.2023 before the Permanent Lok Adalat (Public Utility Services), Union Territory of Chandigarh, wherein, according to him, co-owner Sh. Tarsem Kumar with 43% share, through counsel, had recorded no objection to release of a fresh electricity connection to the Appellant for the First-Floor portion of the premises and had undertaken to furnish any NOC required by the concerned authorities. The Appellant submits that the said proceedings were recorded



before the Permanent Lok Adalat and that the matter was thereafter reported as withdrawn/settled.

The Appellant has contended that notwithstanding the aforesaid circumstances, the Respondent again raised the requirement of NOC from co-owners in 2026. He submits that the Respondent did not communicate the said requirement within the prescribed period and did not adequately address the legal submissions made by him in response to the objection.

Aggrieved by the continued non-redressal of his grievance, the Appellant approached the Learned CGRF, Chandigarh by filing Complaint No. H-85/2026 on 27.07.2026, seeking release of both connections along with compensation for the alleged delay.

The Appellant submits that the Learned CGRF, vide its Final Order dated 17.08.2026, directed release of the Domestic Connection and the Commercial Connection, with the release of the latter being subject to surrender of the existing connection serving the same portion. The Appellant relies upon the findings recorded by the Learned CGRF concerning the delay in communication of deficiency and the period of delay in processing the applications.

The Appellant has specifically submitted that he does not challenge the directions of the Learned CGRF regarding release of the two connections and that the present Appeal is confined to the refusal of the Learned CGRF to award compensation despite the findings recorded by it concerning delay and procedural deficiency.

The Appellant has further submitted that, pursuant to the Final Order dated 17.08.2026, the Commercial Connection bearing Application No. NCA/2026/03206 has since been released, whereas the Domestic Connection bearing Application No. NCA/2026/03205 remains pending. In relation to the latter, the Respondent has raised the issue of payment of the demand note. The Appellant, however, maintains that the delay preceding the Final Order of the Learned CGRF is attributable to the Respondent and that the subsequent status of the Domestic connection should not deprive him of compensation for the period of delay already recorded by the Learned CGRF.

The Appellant has challenged the reasoning of the Learned CGRF whereby compensation was declined on the ground that the penalty under Section 43(3) of the Electricity Act, 2003 falls within the jurisdiction of the Commission and that the relevant compensation column under Table 7(10) of Schedule III of the SOP Regulations has been left blank. The Appellant submits that the absence of a specified amount in the said table should not, according to him, extinguish his entitlement to monetary relief for an established deficiency of service.

The Appellant has further relied upon Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as substituted by the Third Amendment Regulations, 2024, which,



according to him, provides for a penalty not exceeding ₹500 for each day of default where a distribution licensee fails to supply electricity within the period specified in the Supply Code. On this basis, he has advanced an alternative claim for compensation.

The Appellant has also relied upon Section 43(3) of the Electricity Act, 2003, submitting that the provision contemplates a penalty of up to ₹1,000 per day for continued failure to supply electricity within the statutory period. In his Written Submissions on Quantum of Compensation, he has accordingly claimed compensation on alternative bases, including separate computation in respect of the two applications and, alternatively, a combined amount.

The Appellant has further submitted that the delay caused him inconvenience, harassment and mental agony and required repeated correspondence and follow-up, ultimately compelling him to approach the Hon'ble High Court, the Learned CGRF and the Electricity Ombudsman for redressal of his grievance.

The Appellant has, therefore, prayed that the portion of the Final Order dated 17.08.2026 whereby compensation was declined be set aside and that appropriate compensation be awarded for the period of delay in processing the two applications, on the basis of Section 43(3) of the Electricity Act, 2003 or, in the alternative, Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, or on such other basis as may be considered permissible under law.

The principal grievance of the Appellant is that the Respondent did not release the connections within the period contemplated by the Hon'ble High Court and also did not communicate any deficiency in the applications within the period prescribed under Clause 5.35 of the JERC Electricity Supply Code, 2018.

The Appellant submits that the objection requiring NOC along with self-attested identity proof from all co-owners was communicated only on 25.06.2026, i.e. according to his calculation, 83 days after submission of the applications. He therefore contends that the Respondent failed to comply with the prescribed three-working-day requirement for communicating deficiencies.

The Appellant has further submitted that the objection relating to NOC of co-owners was not a new issue arising for the first time in 2026. According to him, an earlier application bearing Reference No. NCA/2022/00473 had also been stalled on the same ground, despite the connection having been found technically feasible.

The Appellant has relied upon the application-track record and an objection/outstanding-payment notice dated 28.03.2023, which, according to him, required NOCs from each co-owner along with copies of court orders. He submits that the application-track record reflects substantial periods of processing time, including 57 days at the "Demand Notice OR Objection" stage and 234 days at a subsequent forwarding stage.



The Appellant has also relied upon proceedings dated 13.03.2023 before the Permanent Lok Adalat (Public Utility Services), Union Territory of Chandigarh, wherein, according to him, co-owner Sh. Tarsem Kumar, through counsel, recorded no objection to release of a fresh electricity connection to the Appellant for the First-Floor portion of the premises and undertook to furnish any NOC required by the concerned authorities.

The Appellant submits that the said proceedings were recorded before the Permanent Lok Adalat and that the matter was thereafter reported as withdrawn/settled. He contends that notwithstanding the said proceedings, the Respondent again raised the issue of NOC in 2026.

The Appellant submits that, owing to the continued non-redressal of his grievance, he approached the Learned CGRF, Chandigarh by filing Complaint No. H-85/2026 on 27.07.2026, seeking release of both connections along with compensation for the alleged delay.

According to the Appellant, the Learned CGRF, vide its Final Order dated 17.08.2026, directed release of both connections, with the commercial connection being subject to surrender of the existing connection serving the same portion.

The Appellant relies particularly upon the findings of the Learned CGRF that:

1. the Respondent had failed to communicate the deficiency within the three-working-day period contemplated under Clause 5.35 of the Supply Code;
2. the connections had remained delayed for 136 days as on the date of the Final Order; and
3. the requirement of NOC from co-owners was not found to constitute a lawful precondition for release of the connections.

The Appellant further submits that the Learned CGRF did not accept the co-ownership dispute as a justification for indefinitely withholding electricity supply.

The Appellant has expressly clarified that he does not challenge the directions of the Learned CGRF regarding release of the two connections and that the present Appeal is confined to the portion of the Final Order whereby compensation was declined.

According to the Appellant, the Learned CGRF, having recorded the procedural breach and delay, ought to have separately considered whether monetary relief was available to him for the established deficiency of service.

The Appellant submits that although the compensation column relating to delay in release of a new connection in Table 7(10) of Schedule III of the SOP Regulations has been left blank, such omission should not, according to him, be construed as extinguishing the consumer's substantive right to compensation for an established deficiency of service.



He alternatively relies upon Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as substituted by the Third Amendment Regulations, 2024, and submits that the provision prescribes a penalty of up to ₹500 per day for failure of a distribution licensee to supply electricity within the specified period.

The Appellant has also relied upon Section 43(3) of the Electricity Act, 2003, submitting that the provision fixes a maximum penalty of ₹1,000 per day for continued failure to supply electricity within the statutory period.

In his Written Submissions on Quantum of Compensation, the Appellant has therefore claimed compensation calculated at ₹1,000 per day and has also put forward alternative calculations based upon ₹500 per day under Regulation 5.5 of the Supply Code.

The Appellant submits that the delay was not merely technical or administrative in nature but caused him inconvenience, harassment and mental agony, requiring repeated correspondence and follow-up and ultimately compelling him to approach the Hon'ble High Court, the Learned CGRF and thereafter the Electricity Ombudsman.

He has relied upon the correspondence exchanged between April and July 2026 and submits that repeated representations did not result in substantive resolution of the grievance.

The Appellant has further sought consideration of the circumstances relating to his earlier application of 2022 as an aggravating factor. According to him, the recurrence of the NOC objection in 2026, despite the earlier proceedings before the Permanent Lok Adalat, demonstrates that the present delay should not be treated as an isolated administrative lapse.

Without prejudice to his claim under Section 43(3), the Appellant submits that Regulation 5.5 of the Supply Code provides an independent regulatory basis for monetary relief. He has calculated the amount at ₹68,000 for 136 days at ₹500 per day, while also putting forward alternative calculations depending upon whether the two applications are treated independently or collectively.

On the above basis, the Appellant has prayed that the portion of the Final Order dated 17.08.2026 whereby compensation was declined be set aside and that compensation be awarded for the period of delay in processing/release of the two connections.

The Appellant has placed alternative monetary claims on record, including a claim calculated at ₹1,000 per day under Section 43(3) and an alternative claim based upon ₹500 per day under Regulation 5.5 of the Supply Code, besides praying for such other monetary relief as may be considered just and appropriate.

In substance, the Appellant's case is that the Learned CGRF, having directed release of the two electricity connections and having recorded delay and non-compliance with the prescribed timeline for communication of deficiency, ought to have separately examined



the Appellant's claim for monetary compensation. The Appellant accordingly seeks interference with the Final Order dated 17.08.2026 only to the extent of denial of compensation and relies upon Section 43(3) of the Electricity Act, 2003 and, in the alternative, Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended.

**Submissions in Reference to the Rejoinder filed by AR on Behalf of Appellant on 24.09.2026**

During the course of the proceedings, the Appellant, represented by his Authorized Representative, filed a Rejoinder on behalf of the Appellant to the Reply dated 16.09.2026 filed by the Respondent, which was taken on record. The Appellant denied the averments, contentions and prayers contained in the Respondent's Reply, save and except those expressly admitted, and made the following submissions.

At the outset, the Appellant submitted that the Respondent's Reply dated 16.09.2026 was filed beyond the period prescribed in the Admission Notice dated 27.08.2026 and only after reminders contained in the Admission Notice as well as the Notice for E-Hearing dated 14.09.2026. According to the Appellant, the delay in filing the Reply was illustrative of the pattern of delay and non-communication already placed on record by him.

On the question of compensation, the Appellant disputed the Respondent's contention that the present Appeal seeks to enforce statutory penalties under the guise of consumer compensation. The Appellant submitted that his claim was founded on alternative and independent provisions, including Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended by the Third Amendment Regulations, 2024, which, according to the Appellant, provides for a penalty of up to ₹500/- per day of default. It was submitted that this claim was independent of the question of jurisdiction relating to penalty under Section 43(3) of the Electricity Act, 2003. The Appellant further submitted that the Respondent had not addressed this independent basis of claim in its Reply.

The Appellant also disputed the Respondent's reliance upon the blank compensation column in Table 7(10) of Schedule III of the applicable Standards of Performance Regulations. It was submitted that such blank entry could not, according to the Appellant, operate as a bar to compensation and that the specific provision contained in Regulation 5.5 of the Supply Code provided an independent basis for his claim.

With regard to the alleged delay in processing the applications for new connections, the Appellant submitted that the Respondent's denial of the 136-day delay was contrary to the findings recorded by the Learned CGRF in its Final Order dated 17.08.2026. The Appellant relied upon the findings of the Learned CGRF that the Respondent had breached Clause 5.35 of the Supply Code by failing to communicate the alleged deficiency within three working days and had taken 83 days to communicate the



objection. The Appellant further relied upon the finding of the Learned CGRF regarding the 136-day delay and its finding that an NOC from co-owners was not legally required as a precondition for release of the connections.

The Appellant submitted that the Respondent, having not challenged those findings in the present proceedings and the Appeal being confined to the issue of compensation, could not seek to reopen the factual findings already recorded by the Learned CGRF.

In relation to the objection raised by co-owner Sh. Sanjay Goyal, the Appellant disputed the Respondent's contention that insistence upon NOCs from all co-owners constituted a bona fide and legally prudent exercise of caution. According to the Appellant, this issue had already been considered by the Learned CGRF, which had rejected the contention that an NOC from all co-owners was a mandatory precondition for release of the electricity connection. The Appellant submitted that the Respondent had not challenged that finding.

The Appellant further submitted that even if the Respondent considered the objection of a co-owner to require examination, the Respondent was nevertheless required under Clause 5.35 of the Supply Code to communicate any deficiency or objection within the prescribed period. According to the Appellant, no such communication was made for 83 days after submission of the applications.

The Appellant also relied upon the earlier proceedings before the Permanent Lok Adalat, Chandigarh, in which co-owner Sh. Tarsem Lal had, according to the Appellant, recorded his no-objection to the grant of a fresh electricity connection for the subject premises. The Appellant submitted that the Respondent's Reply had not adequately dealt with the said earlier proceedings or explained why the issue of NOC had subsequently been revived.

The Appellant further relied upon the judgment of the Hon'ble Supreme Court in **Dilip (Dead) through Lrs. v. Satish & Others, Criminal Appeal No. 810 of 2022, 2022 SCC Online SC 810**, and submitted that electricity constitutes a basic amenity and that a dispute concerning ownership or refusal to issue an NOC could not, according to the Appellant, be used as a ground for denying electricity supply. The Appellant submitted that what was required to be examined by the electricity authority was the applicant's occupation of the premises and that an inter se dispute between co-owners could not justify withholding or indefinitely delaying electricity supply.

The Appellant accordingly submitted that the pendency of an inter se dispute concerning ownership could not, in any event, justify the Respondent's failure to communicate its objection within the three-working-day period prescribed under Clause 5.35 or explain the subsequent delay of 136 days.



With regard to the connections, the Appellant admitted that the connection stated by the Respondent to have been released pursuant to the proceedings had ultimately been released. However, the Appellant submitted that such release took place only after the Learned CGRF had passed its Final Order dated 17.08.2026 and after issuance of the Demand Notice dated 25.08.2026. The Appellant contended that such subsequent release did not efface the delay already recorded by the Learned CGRF.

In relation to the other connection, the Appellant admitted that the Demand Notice dated 24.08.2026 for ₹13,772/- remained unpaid and that the surrender formalities concerning the existing connection had not yet been completed. The Appellant submitted, however, that the Demand Notice itself was issued after the period for which compensation was claimed and therefore, according to him, the subsequent non-payment could not retrospectively constitute a default during the earlier 136-day period.

The Appellant further submitted that the Demand Notice dated 24.08.2026 for Domestic connection vide application No. NCA/2026/03205 itself stated that it was **valid for two months, i.e. up to 24.10.2026**. It was therefore contended that, as on the date of filing of the Rejoinder, the period granted under the Demand Notice had not expired and the Appellant could not be treated as being in default merely because the amount had not yet been paid. The Appellant consequently disputed the Respondent's contention that he was seeking compensation for a period during which he himself remained in default.

The Appellant further submitted that he had sought clarification from the Respondent regarding the ₹4,000/- component described as "Service Connection Charges" in the Demand Notice dated 24.08.2026. According to the Appellant, an email dated 08.09.2026 was addressed to the Respondent seeking clarification, but no substantive response had been received other than an acknowledgement dated 09.09.2026 stating that the matter had been forwarded to the concerned department. The Appellant relied upon this circumstance as a further instance of what he described as non-communication on the part of the Respondent.

The Appellant submitted that the Respondent's Reply did not adequately address the history of his earlier application **NCA/2022/00473**, which, according to him, had also remained stalled on the issue of an NOC. The Appellant relied upon the processing history of that application and submitted that certain stages had taken considerable time, resulting in cumulative processing time of more than 348 days.

The Appellant further relied upon the proceedings before the Permanent Lok Adalat in 2023 and the no-objection recorded by co-owner Sh. Tarsem Lal, and submitted that the Respondent's subsequent reliance upon the same NOC issue in 2026 demonstrated, according to him, a recurring deficiency in processing applications for electricity connections.



The Appellant also referred to the inspection conducted by the Respondent's Junior Engineer and submitted that the technical feasibility of providing the connection had been established shortly after inspection. According to the Appellant, this circumstance further demonstrated that the delay could not be attributed to technical difficulties in providing the connections.

The Appellant further relied upon the decision in *Indian Citizens' Forum v. UT Electricity Department & CPDL*, submitting that this Hon'ble Ombudsman had, in the said matter, directed payment of per-day compensation for delay. The Appellant contended that the said decision supported his prayer for monetary relief in the present case.

The Appellant submitted that the Respondent's general denial of liability did not adequately answer the specific facts, earlier proceedings and authorities relied upon by him. The Appellant therefore maintained that the compensation claims set out in his earlier Written Submissions on Quantum of Compensation continued to remain pressed.

In view of the aforesaid submissions, the Appellant prayed that the Reply dated 16.09.2026 filed by the Respondent be rejected and that the reliefs already sought in the Appeal and in the Written Submissions on Quantum of Compensation be granted.

The Appellant further prayed that:

- a) the Demand Notice dated 24.08.2026 be taken into consideration in its proper factual context, particularly its stated validity up to 24.10.2026;
- b) it be held that no default could presently be attributed to the Appellant in respect of the said Demand Notice before expiry of the period stipulated therein;
- c) in any event, the subsequent Demand Notice and any alleged non-payment thereof could not, according to the Appellant, affect the compensation claimed for the 136-day period which, as per the Appellant's submission, had already concluded on 17.08.2026; and
- d) such other order as may be considered appropriate be passed in the facts and circumstances of the case

## **RESPONDENT'S DEFENCE**

The Respondent, Chandigarh Power Distribution Limited (CPDL), through its authorized representative, has opposed the present Appeal and has submitted that the same is confined to the Appellant's claim for compensation arising out of the alleged delay in processing Application Nos. **NCA/2026/03205 and NCA/2026/03206**.

The Respondent has submitted that the Learned CGRF, Chandigarh, rightly declined to award compensation and that the findings recorded in the Final Order dated 17.08.2026 do not create any automatic entitlement to monetary compensation in favour of the Appellant.

**The Respondent has primarily submitted as follows:**

The Respondent submits that the Learned CGRF correctly held that adjudication of the penalty contemplated under Section 43(3) of the Electricity Act, 2003 falls within the jurisdiction of the Hon'ble Commission and not that of the Learned CGRF or the Electricity Ombudsman. According to the Respondent, the Appellant cannot seek enforcement of the statutory penalty under Section 43(3) by describing the same as compensation for deficiency in service.

The Respondent further submits that under **Schedule III, Table 7(10) of the JERC Standards of Performance Regulations**, the column relating to compensation payable for default under the head "New Connection" has been left blank. It is, therefore, contended that there is no prescribed rate or quantified compensation under the applicable SOP framework on the basis of which the Appellant's claim can be computed.

According to the Respondent, in the absence of a prescribed rate, the Appellant cannot seek creation of a monetary liability by adopting a rate from another statutory provision. The Respondent disputes that the period between 03.04.2026 and 17.08.2026 can, in its entirety, be treated as administrative delay or deficiency of service attributable to CPDL. It has been submitted that the premises is an undivided/co-owned property and that, even prior to submission of the present applications, the Respondent had received a written objection from Sh. Sanjay Goyal, stated to be holding 13% share in the property, requesting that no new electricity connection be installed/sanctioned without his written consent.

The Respondent submits that, in view of the objection raised by a co-owner and the circumstances relating to the physical possession and use of the premises, it was necessary for the department to examine the matter and obtain appropriate legal opinion before releasing new connections.

The Respondent submits that its insistence upon obtaining NOCs from the co-owners was a bona fide and legally prudent course adopted in view of the existing dispute concerning the co-owned property.

According to the Respondent, a substantive objection raised by a co-owner cannot be equated with an ordinary deficiency in an application which could be communicated within the routine three-working-day period. The Respondent therefore contends that the time taken for examining the objection and obtaining legal opinion cannot automatically be treated as a default on its part.

The Respondent submits that it has duly complied with the Final Order dated 17.08.2026 passed by the Learned CGRF.

In respect of Application No. NCA/2026/03206 for the Commercial Connection, the Respondent submits that the requisite process was completed and the connection has already been released.

In respect of Application No. NCA/2026/03205 for the Domestic Connection, the Respondent submits that the Learned CGRF had made its release subject to compliance



with the applicable provisions of the of JERC (The Electricity Supply Code) Regulations 2018 as amended from time to time. The Respondent further submits that the requisite demand note raised in respect of the Domestic connection has not been paid by the Appellant.

The Respondent, therefore, contends that the continued non-release of the Domestic connection cannot be regarded as continuing delay on the part of CPDL, but is attributable to the Appellant's failure to pay the Demand note.

The Respondent submits that a consumer cannot claim monetary compensation for a period during which the consumer himself has failed to comply with the conditions necessary for release of the connection.

It is accordingly contended that, even if any period of delay prior to the Final Order is considered, the subsequent period during which the Domestic connection remains pending on account of non-payment of the demand note cannot form part of any compensable period.

The Respondent submits that the Appellant has failed to demonstrate any illegality, arbitrariness or regulatory violation warranting interference with the Final Order dated 17.08.2026 insofar as compensation was declined.

The Respondent has accordingly prayed that the present Appeal be dismissed and that the order of the Learned CGRF denying compensation be upheld.

#### **ISSUES FOR DETERMINATION**

Having regard to the pleadings, documents and submissions of the parties, the following issues arise for consideration in the present Appeal:

1. Whether the Appellant had complied with the applicable requirements for seeking the new Domestic and Commercial electricity connections, particularly the requirement relating to proof of ownership/occupancy under Regulation 5.27 of the 3rd Amendment to the JERC (Electricity Supply Code) Regulations, 2018; and what is the effect, for the purpose of the present Appeal, of the co-ownership of the premises, the objection raised by Shri Sanjay Goyal, and the NOC stated to have been agreed to be furnished by Shri Tarsem Singh in the earlier proceedings?
2. Whether the period taken by the Respondent in processing the applications dated 03.04.2026 constituted delay attributable to the Respondent, and, in determining such period, what is the effect of the Appellant's own compliance or non-compliance with the applicable requirements and conditions?
3. Whether the Appellant is entitled to monetary compensation for the alleged delay under Section 43(3) of the Electricity Act, 2003, Regulation 5.5, the applicable Standard of Performance provisions, or any other applicable regulatory provision, and whether the quantum claimed by the Appellant is legally sustainable?
4. What relief, if any, is the Appellant entitled to, having regard to the subsequent release of NCA No. 2026/03206 (Commercial), the continued pendency of NCA No. 2026/03205 (Domestic), and the respective compliance obligations of the parties?



## FINDINGS AND ANALYSIS

1. I have carefully considered the Appeal, the record of proceedings before the Learned Consumer Grievance Redressal Forum ("CGRF"), the Final Order dated 17.08.2026 passed in Complaint No. H-85/2026, the Reply filed by the Respondent dated 16.09.2026, the Written Submissions on Quantum of Compensation filed by the Appellant, the Rejoinder dated 24.09.2026, and the submissions advanced by the parties during the hearing.
2. At the outset, it is necessary to outline the scope of the present proceedings. The grievance which survives before this Authority is principally against that part of the Final Order dated 17.08.2026 whereby, notwithstanding the findings recorded by the Learned CGRF regarding delay in processing/release of the two new connections and breach of the prescribed procedure for communicating deficiencies, no monetary compensation was awarded to the Appellant.
3. The directions of the Learned CGRF concerning release of the two connections have not been challenged by the Appellant in the present proceedings. The present Appeal is, therefore, required to be examined substantially with reference to the Appellant's claim for monetary relief arising out of the delay and alleged deficiency of service.
4. The principal questions requiring determination are accordingly:
  - (i) whether the findings of the Learned CGRF regarding the delay of 136 days and breach of Clause 5.35 of the JERC Electricity Supply Code, 2018 require interference in the present proceedings;
  - (ii) whether the Respondent can re-agitate, in the present Appeal, the justification based upon production of NOCs from co-owners, notwithstanding the findings recorded by the Learned CGRF on that issue;
  - (iii) whether the Appellant has established any legally sustainable basis for monetary relief notwithstanding the fact that the relevant entry in Table 7(10) of Schedule III of the applicable Standards of Performance Regulations does not prescribe a compensation amount for delay in release of a new connection;
  - (iv) whether Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended by the Third Amendment Regulations, 2024, furnishes an independent basis for monetary relief in the present appellate proceedings; and
  - (v) whether the subsequent status of the two applications, including issuance of the Demand Notice and release/pending status of the connections, affects the Appellant's claim for the period of delay already determined by the Learned CGRF.
5. The material placed on record establishes that the Appellant submitted applications for two new electricity connections on 03.04.2026. The applications were submitted pursuant to the liberty granted by the Hon'ble Punjab and Haryana High Court in its order dated 24.03.2026 in CWP-35968-2025, whereby the Respondent was directed to consider and resolve the matter in accordance with law within the period stipulated by the Hon'ble Court.



6. The Appellant's case before the Learned CGRF was that, instead of processing the applications within the prescribed period, the Respondent ultimately communicated an objection requiring NOCs and self-attested identity proof from the co-owners only on 25.06.2026. The Appellant contended that this objection was communicated approximately 83 days after submission of the applications.
7. The Learned CGRF examined the matter and, in its Final Order dated 17.08.2026, recorded a specific finding that the Respondent was required under Clause 5.35 of the JERC Electricity Supply Code, 2018 to communicate any deficiency in the application within three working days. The Learned CGRF further found that the Respondent took approximately 83 days to communicate the deficiency and that the connections had consequently been delayed by 136 days as on the date of the Final Order.
8. These findings are not merely statements made by the Appellant. They constitute findings recorded by the statutory grievance redressal forum after consideration of the material before it. The Respondent has not placed before this Authority any order whereby the aforesaid factual findings of the Learned CGRF have been set aside, reviewed or otherwise modified.
9. The fact that the Respondent, in its Reply before this Authority, has sought to deny that the period constituted a compensable delay cannot, by itself, erase the findings already recorded by the Learned CGRF. More particularly, where the present Appeal is directed against the refusal of the Learned CGRF to grant compensation, and the Respondent has not preferred any independent challenge to the operative or factual findings concerning the 136-day delay, the Respondent cannot ordinarily seek to reopen the underlying factual determination merely by describing the same period differently in its Reply.
10. I therefore find that, for purposes of the present Appeal, the following factual position stands established on the record:
  - (a) the two applications were submitted on 03.04.2026;
  - (b) the Respondent did not communicate the objection relied upon by it within the three-working-day period contemplated under Clause 5.35;
  - (c) the objection was communicated after a substantial delay, which the Learned CGRF quantified at 83 days; and
  - (d) the Learned CGRF recorded the resultant delay in release of the connections as 136 days as on 17.08.2026.
11. The issue before this Authority is consequently not whether there was any delay at all. The more precise question is the legal consequence that follows from the established delay and, in particular, whether the present regulatory framework permits the Ombudsman to award monetary compensation for that delay and, if so, under which provision.



12. A substantial part of the Respondent's defence before the Learned CGRF, and again before this Authority, rests upon the requirement of NOCs from the co-owners of the premises.
13. The Learned CGRF considered this contention and did not accept production of NOCs from all co-owners as an indispensable precondition for release of the electricity connections. The Learned CGRF also recorded that disputes concerning inter se ownership or co-ownership are matters for determination by a competent civil court and cannot, by themselves, be used to indefinitely withhold an essential electricity service.
14. The Respondent has sought to characterise its insistence upon NOCs as a bona fide and legally prudent exercise of caution. That submission has been considered. However, whatever may have been the Respondent's apprehension regarding the co-ownership position, such apprehension did not dispense with the Respondent's independent obligation to communicate any deficiency or objection within the period prescribed by Clause 5.35.
15. This distinction is material. Even assuming that the Respondent was entitled to seek clarification or additional documentation in an appropriate case, the regulatory obligation to communicate the deficiency within the prescribed period continued to apply. A licensee cannot preserve compliance with the prescribed processing timeline merely by withholding its objection until it has completed an internal assessment.
16. The Respondent's objection, therefore, cannot retrospectively justify the 83-day period during which no such deficiency was communicated to the Appellant.
17. I also take note of the Appellant's submission that an earlier application concerning the same premises had encountered an objection relating to co-owner NOCs and that proceedings before the Permanent Lok Adalat in 2023 had recorded a statement of no objection by one of the co-owners. However, it is not necessary for determination of the present Appeal to adjudicate upon the inter se rights of the co-owners or to determine the legal effect of the said proceedings upon persons who may not have been parties thereto.
18. The present determination is confined to the conduct of the distribution licensee. The Respondent was required to process the applications in accordance with the Supply Code and to communicate any deficiency within the prescribed time. The finding of the Learned CGRF that this requirement was not complied with remains material to the determination of the Appellant's claim for monetary relief.
19. The Respondent has also contended that the Appellant cannot claim compensation while certain formalities relating to the applications remained incomplete, including payment pursuant to the Demand Notice and, in relation to one connection, surrender of an existing connection.



20. The chronology of these events, however, is important. The period for which the Appellant presently seeks compensation is the period which the Learned CGRF determined to have culminated in a delay of 136 days as on 17.08.2026.
21. The Demand Notice relied upon by the Respondent in its Reply was issued subsequently, including the Demand Notice dated 24.08.2026. The Appellant has specifically contended that the Demand Notice itself provided a period of two months for compliance. The Respondent has not demonstrated that the alleged non-payment under that subsequent Demand Notice existed during the earlier period for which the compensation claim is made.
22. Accordingly, the subsequent issuance of a Demand Notice cannot, without more, be treated as establishing contributory default on the part of the Appellant during the antecedent period of 136 days.
23. At the same time, this finding should not be understood as determining the Appellant's entitlement to any future connection, reconnection or energisation in disregard of applicable charges or conditions prescribed by the Supply Code. The Respondent remains entitled to process the applications in accordance with the applicable statutory and regulatory requirements, subject to the findings recorded herein.
24. The present determination is limited to the legal consequences, if any, of the delay already found by the Learned CGRF up to 17.08.2026.
25. Regulation 2(f) of the JERC Consumer Grievances Redressal Forum and Ombudsman Regulations, 2024 broadly encompasses grievances relating to any fault, imperfection, shortcoming or inadequacy in the quality, nature or manner of performance undertaken by the distribution licensee under the Electricity Act, the Supply Code or the applicable performance standards, as well as breach of an obligation by the distribution licensee adversely affecting a consumer.
26. In the present case, the Learned CGRF has specifically found breach of Clause 5.35 and has quantified the resulting delay. The deficiency is therefore not being inferred merely from the fact that the connection was not immediately released. It arises from a specific failure to comply with a prescribed procedural timeline, coupled with the consequent delay in release of the connections.
27. I accordingly find that the record establishes a deficiency in service on the part of the Respondent in the processing of the Appellant's applications, particularly in respect of the failure to communicate the stated deficiency within the prescribed period.
28. The remaining question is whether such established deficiency necessarily gives rise to a monetary award before the Ombudsman and, if so, the source and quantum of such monetary relief.
29. The Learned CGRF declined to award compensation principally on the ground that the applicable table relating to compensation under the Standards of



Performance framework did not specify a monetary amount for delay in release of a new electricity connection.

30. The Appellant has contended that the absence of a populated figure in the relevant entry of Table 7(10) of Schedule III cannot be construed as extinguishing the substantive right to compensation for an established deficiency of service.
31. This submission requires careful consideration because the Ombudsman's power to award compensation is not an unrestricted power to quantify damages on equitable considerations alone.
32. Regulation 37(12) of the JERC CGRF and Ombudsman Regulations, 2024 specifically provides that the order of the Ombudsman shall contain directions to pay such amount as compensation as specified by the Commission in the Standards of Performance Regulations. The same regulatory framework also requires the Ombudsman to pass a reasoned order containing issue-wise findings and the award.
33. The language of Regulation 37(12) is significant. It connects the monetary compensation which may be directed by the Ombudsman with an amount specified by the Commission under the Standards of Performance Regulations. Consequently, while the Ombudsman has jurisdiction to adjudicate the grievance and issue appropriate directions, the quantum of compensatory relief cannot be created by the Ombudsman by substituting an entirely new rate where the Commission itself has not prescribed such rate under the applicable compensation schedule.
34. The consumer-protective character of the Electricity Act, 2003 and the Electricity (Rights of Consumers) Rules, 2020 undoubtedly reinforces the importance of timely release of new connections. Rule 13 of the Electricity (Rights of Consumers) Rules, 2020 specifically recognises compensation for failure to meet standards of performance, including time taken for connection, disconnection, reconnection and related consumer services.
35. Nevertheless, the existence of a statutory or regulatory entitlement to compensation in principle and the authority competent to quantify and award such compensation are distinct questions. The present Authority must act within the jurisdiction and mechanism conferred by the applicable regulations.
36. I therefore find that the blank entry in the relevant compensation table cannot, by itself, be filled by this Authority by judicially creating a new rate. Such an exercise would amount to legislation by adjudication and would travel beyond the express mechanism contained in Regulation 37(12) of the CGRF and Ombudsman Regulations, 2024.
37. The Appellant has, however, raised an additional and independent contention in the Rejoinder. It is submitted that Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as substituted by the Third Amendment Regulations,



2024, independently provides a monetary consequence for failure to release a connection within the prescribed period.

38. The Appellant has specifically contended that the absence of a rate in Table 7(10) of the Standards of Performance Regulations does not deprive him of a remedy because Regulation 5.5 of the Supply Code contains a separately prescribed penalty for delay in supply. The Rejoinder describes the rate as ₹500 per day.
39. Thus, the legally relevant provision is Regulation 5.5 as amended. The existence of Regulation 5.5, however, does not by itself answer the separate question whether the Ombudsman, while exercising appellate jurisdiction under Section 42(6) of the Electricity Act, 2003 and the JERC CGRF and Ombudsman Regulations, 2024, can directly impose and award the penalty contemplated by the Supply Code.
40. The distinction between **compensation** and **penalty** is material. Compensation is intended to redress a consumer's loss or deficiency in service within the mechanism prescribed by the Commission. A penalty, on the other hand, is a statutory or regulatory consequence imposed for non-compliance with an obligation. The mere fact that the amount may ultimately be credited or paid to a consumer does not necessarily convert a regulatory penalty into compensation.
41. The Learned CGRF had already considered the Appellant's reliance upon Section 43(3) of the Electricity Act, 2003 and declined to impose such statutory penalty on the ground that the relevant statutory jurisdiction did not vest in the Forum. That finding is not required to be disturbed merely because the Appellant has now invoked Regulation 5.5 as an alternative basis.
42. In my considered view, Regulation 5.5 cannot be read in isolation from the statutory scheme governing the imposition of penalties. The provision establishes a regulatory consequence for failure by the licensee to supply electricity within the specified period; it does not, by its own terms, confer upon the Ombudsman an independent adjudicatory power to impose that penalty as an award under Regulation 37 of the CGRF and Ombudsman Regulations.
43. The Ombudsman's power under Regulation 37 is to adjudicate the consumer's representation against the order of the CGRF and to award such compensation as is specified by the Commission under the Standards of Performance Regulations. Regulation 37 does not expressly confer a power to impose every penalty prescribed elsewhere in the Supply Code.
44. I therefore find that the Appellant's reliance on Regulation 5.5 is relevant and has been duly considered, but Regulation 5.5 cannot, in the present proceedings, be treated as automatically conferring jurisdiction upon the Ombudsman to quantify and award the regulatory penalty as if it were compensation under Regulation 37(12).
45. This conclusion does not amount to a finding that Regulation 5.5 is ineffective or that the Respondent's conduct falls outside its scope. It only determines the



jurisdictional question arising in the present appeal: namely, whether this Authority can itself convert that regulatory penalty provision into an award of compensation in the absence of a corresponding amount being specified in the applicable compensation schedule under the Standards of Performance Regulations. On that limited question, the answer must be in the negative.

48. The above conclusion, however, requires one further aspect to be considered. The fact that the Ombudsman cannot create a new compensation rate under Regulation 37(12) does not mean that the established deficiency should be treated as though it never occurred.
49. The record contains a specific finding by the Learned CGRF of breach of Clause 5.35 and a delay of 136 days. The Respondent's attempt to justify the delay through the NOC requirement has not displaced that finding.
50. The regulatory framework itself recognises timely electricity connection as an important consumer service. Rule 13 of the Electricity (Rights of Consumers) Rules, 2020 expressly includes the time taken for connection among the standards for which compensation mechanisms are contemplated.
51. Therefore, the absence of a specified compensation amount in the applicable JERC Schedule creates a limitation on the quantum that this Authority may itself award; it does not convert the established breach into lawful performance.
52. The appropriate course is consequently to distinguish between:
- (a) the finding of deficiency of service, which is established on the present record;
  - (b) the regulatory penalty contemplated under Regulation 5.5, which is a separate statutory/regulatory consequence; and
  - (c) compensatory monetary relief which the Ombudsman may award under Regulation 37(12), subject to an amount being specified by the Commission under the applicable Standards of Performance Regulations.
53. This distinction also preserves the institutional separation between the Commission's rule-making/penalty-setting function and the Ombudsman's adjudicatory function. It prevents the absence of a specified compensation rate from being judicially supplied by the Ombudsman while at the same time ensuring that the Respondent's established regulatory breach is expressly recorded.
54. The Appellant has also relied upon the subsequent issuance of Demand Notices and the subsequent release or pending status of the two connections to contend that the Respondent's delay continued beyond the period recorded by the Learned CGRF.
55. I have considered this submission. The present Appeal arises from the Final Order dated 17.08.2026. The Learned CGRF quantified the delay at 136 days as on that date. The subsequent administrative events cannot retrospectively alter the period already adjudicated by the Learned CGRF.



56. At the same time, where a connection was actually released after the date of the CGRF order, the fact of subsequent release may be relevant for determining compliance with the CGRF's direction and for any separate grievance arising after 17.08.2026. Such subsequent events cannot, however, be automatically added to the 136-day period for purposes of this Appeal without an appropriate factual and legal determination.
57. The Appellant's contention that a Demand Notice dated 24.08.2026 could not constitute a default existing before that date is, to that extent, well founded as a matter of chronology. A subsequent payment obligation cannot retrospectively constitute a default during an earlier period.
58. However, this finding is confined to the compensation issue presently under consideration and shall not prejudice the Respondent's right to recover duly payable charges in accordance with the Supply Code or to take action in accordance with law in respect of any subsequent non-compliance.
59. The Appellant has also objected to the Respondent's Reply dated 16.09.2026 on the ground that it was filed beyond the period specified in the Admission Notice dated 27.08.2026 and only after reminders.
60. The delay in filing the Reply has been taken on record. However, no material has been placed before this Authority to establish that the delay in filing the Reply, by itself, resulted in any prejudice incapable of being cured by granting the Appellant an opportunity to file the Rejoinder.
61. The Appellant has, in fact, filed a detailed Rejoinder dated 24.09.2026 and has addressed the Respondent's submissions issue-wise. In these circumstances, it would not be appropriate to reject the Respondent's defence solely on account of delay in filing the Reply. The Respondent's submissions have therefore been considered on merits, subject to the evidentiary value of the material produced by it.
62. On a cumulative consideration of the record, I find that the Learned CGRF's finding regarding the 136-day delay cannot be displaced in the present Appeal.
63. The Respondent was required to process the applications in accordance with the Supply Code and to communicate any deficiency within the prescribed period. The record, as considered by the Learned CGRF, establishes that the objection relied upon by the Respondent was communicated only after 83 days.
64. The subsequent justification based upon co-owner NOCs does not explain or legally cure the failure to communicate the objection within the prescribed period.
65. The Respondent's later issuance of Demand Notice(s) also does not establish that the Appellant was in default during the earlier period for which the 136-day delay was recorded.
66. I therefore affirm, for purposes of the present Appeal, the factual finding that the Respondent committed a deficiency in service in the processing of the two



applications and that the connections were delayed by 136 days as recorded in the Final Order dated 17.08.2026.

67. Having affirmed the finding of deficiency and delay, I have next considered whether monetary compensation can be awarded by this Authority.

68. The Appellant has advanced three principal monetary bases:

- (i) penalty under Section 43(3) of the Electricity Act, 2003;
- (ii) compensation under the Standards of Performance Regulations; and
- (iii) alternatively, penalty under Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended in 2024.

69. So far as Section 43(3) is concerned, the provision contemplates a statutory penalty for failure of the distribution licensee to supply electricity within the period specified under Section 43(1). The present proceedings before the Ombudsman cannot be converted into proceedings for imposition of a statutory penalty merely because the Appellant has quantified his claim by reference to the statutory ceiling.

70. So far as compensation under the Standards of Performance Regulations is concerned, the difficulty is that the applicable table does not prescribe a monetary amount for the particular default relied upon by the Appellant. Regulation 37(12) of the CGRF and Ombudsman Regulations, 2024 does not authorise the Ombudsman to create a rate in the absence of one specified by the Commission.

71. So far as Regulation 5.5 is concerned, the provision is relevant to the Respondent's regulatory obligations and provides a specified consequence for delay. However, the regulatory penalty contemplated by Regulation 5.5 cannot, without an express enabling provision, be treated as compensation awardable by the Ombudsman under Regulation 37(12).

72. Accordingly, while the Appellant has succeeded in establishing the underlying deficiency of service and the 136-day delay, the present record does not provide a legally sustainable basis for this Authority to quantify and award the monetary amounts claimed by the Appellant under the three alternative heads in the manner prayed for.

73. The Appellant's claim for monetary relief is therefore not being rejected on the ground that no deficiency occurred. It is being declined because the statutory and regulatory framework applicable to the Ombudsman does not permit this Authority to create a compensation rate or directly impose a regulatory penalty in the circumstances of the present case.

### **13. Conclusion on the Issues**

74. For the reasons recorded above, the issues arising in the present Appeal are answered as follows:

**Issue No. 1 — Whether there was delay/deficiency of service:**



Answered in the affirmative. The finding of the Learned CGRF regarding breach of Clause 5.35 and delay of 136 days is supported by the record and does not warrant interference.

**Issue No. 2 — Whether the NOC objection justified the delay:**

Answered in the negative. Whatever may have been the Respondent's concern regarding co-ownership, the same did not absolve the Respondent of its obligation to communicate the deficiency within the prescribed period.

**Issue No. 3 — Whether compensation can be awarded merely by filling the blank entry in Table 7(10):**

Answered in the negative. The Ombudsman cannot create a new compensation rate where the Commission has not prescribed one in the applicable Standards of Performance framework.

**Issue No. 4 — Whether Regulation 5.5 itself empowers the Ombudsman to award the penalty as compensation:**

Answered in the negative. Regulation 5.5 prescribes a regulatory consequence for delay, but it does not, by itself, confer upon the Ombudsman the jurisdiction to impose that penalty as an award under Regulation 37 of the CGRF and Ombudsman Regulations.

**Issue No. 5 — Whether subsequent Demand Notice/default affects the 136-day period:**

Answered in the negative. Subsequent obligations arising after the period adjudicated by the Learned CGRF cannot retrospectively constitute default during the earlier 136-day period.

75. The Appeal therefore succeeds **to the limited extent of affirming the finding of deficiency of service and the 136-day delay**, but the claim for quantified monetary compensation cannot be granted by this Authority under the provisions relied upon in the present proceedings.
76. The above conclusion is confined strictly to the jurisdiction and powers of the Ombudsman in the present Appeal and shall not be construed as condoning, approving or otherwise validating the Respondent's failure to comply with the prescribed timeline under Clause 5.35 of the Supply Code.
77. It is also clarified that the determination herein does not adjudicate upon any inter se dispute relating to title, ownership or co-ownership of the subject premises, nor does it determine any subsequent claim arising from events occurring after the period adjudicated by the Learned CGRF.
78. The record shall accordingly be considered in the light of the above findings while passing the operative order in the present Appeal.

**CONCLUSION**

1. Upon careful consideration of the pleadings, documentary evidence, submissions advanced by the parties and the findings recorded hereinabove, I find that the principal issue arising for determination in the present Appeal is whether



the Appellant is entitled to monetary compensation for the delay in processing and release of the two electricity connections applied for on 03.04.2026, notwithstanding the findings recorded by the Learned CGRF, Chandigarh, in its Final Order dated 17.08.2026.

2. The Learned CGRF, after examining the material placed before it, recorded that the Respondent had failed to communicate the deficiencies in the applications within the period of three working days prescribed under Clause 5.35 of the JERC Electricity Supply Code Regulations, 2018. The objection requiring NOCs and self-attested identity proofs from the co-owners was communicated only on 25.06.2026, approximately 83 days after submission of the applications. The Learned CGRF also recorded a delay of 136 days as on 17.08.2026. These findings have not been displaced by any material placed before this Authority and do not warrant interference in the present proceedings.
3. The contention of the Respondent that the delay arose from an objection raised by Shri Sanjay Goyal, a co-owner stated to be holding a 13% share in the premises, has also been considered. Although the objection and the Respondent's concern regarding the co-ownership of the premises formed part of the factual circumstances in which the applications were processed, they did not dispense with the Respondent's independent regulatory obligation to communicate any deficiency or objection within the prescribed period. The Learned CGRF had already considered the issue of NOCs from co-owners and had not accepted their production as a mandatory precondition for release of the connections in the circumstances of the present case.
4. The Appellant has also referred to the earlier proceedings before the Permanent Lok Adalat concerning the same premises and the statement of no objection attributed to one of the co-owners. However, it is neither necessary nor appropriate in the present Appeal to adjudicate upon the respective ownership or possessory rights of the co-owners or to determine the legal effect of those proceedings upon persons who may not have been parties thereto. The grant of an electricity connection does not, by itself, confer or establish any right, title or interest in the premises.
5. I accordingly affirm, for the purposes of the present Appeal, the finding that the Respondent committed a procedural deficiency in processing the Appellant's applications, particularly by failing to communicate the stated deficiencies within the period prescribed under Clause 5.35 of the Supply Code. The Respondent's reliance upon the co-ownership dispute does not retrospectively justify that procedural breach or the delay recorded by the Learned CGRF.
6. The existence of an established deficiency in service does not, however, automatically entitle the Appellant to the quantified monetary compensation claimed. The entitlement to compensation, the authority competent to award it



and the applicable method of quantification must be determined independently with reference to the governing statutory and regulatory provisions.

7. The Appellant has principally relied upon Section 43(3) of the Electricity Act, 2003, which contemplates a penalty that may extend to ₹1,000 for each day of default where a distribution licensee fails to supply electricity within the period specified under Section 43(1). The amount contemplated under Section 43(3) is a statutory penalty and does not constitute automatic or fixed compensation of ₹1,000 per day payable to an applicant. The present appellate jurisdiction under Section 42(6) of the Electricity Act, 2003 cannot be exercised to impose that statutory penalty or convert its prescribed maximum into compensation payable to the Appellant.
8. The Appellant has alternatively relied upon Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended by the Third Amendment Regulations, 2024, which prescribes a penalty not exceeding ₹500 for each day of default for failure to supply electricity within the specified period. This provision has been independently considered. However, the prescription of a regulatory penalty does not, by itself, confer upon the Electricity Ombudsman the power to impose that penalty as compensation in proceedings arising under Section 42(6) of the Electricity Act, 2003 and the JERC (CGRF and Ombudsman) Regulations, 2024. Consequently, the Appellant's alternative claim for compensation calculated at ₹500 per day, whether separately for each application or on a combined basis, cannot be granted by treating the regulatory penalty as an amount of compensation.
9. Regulation 37(12) of the JERC (CGRF and Ombudsman) Regulations, 2024 links the Ombudsman's directions concerning monetary compensation to the amounts specified by the Commission under the applicable Standards of Performance Regulations. The relevant entry concerning delay in release of a new electricity connection in Table 7(10) of Schedule III of the JERC Standards of Performance for Distribution Licensees Regulations, 2015 does not prescribe an amount of compensation for the default in question. In the absence of a prescribed amount, this Authority cannot independently create a compensation rate or import the penalty specified under Section 43(3) of the Electricity Act, 2003 or Regulation 5.5 of the Supply Code for the purpose of quantifying compensation under the Standards of Performance framework.
10. The absence of a prescribed compensation amount does not, however, render the Respondent's established procedural breach lawful or absolve it of its obligation to comply with the applicable statutory and regulatory requirements. The finding of deficiency in service and the question of monetary relief are distinct. Accordingly, while the procedural breach and the delay recorded by the Learned CGRF are affirmed, the Appellant's claim for quantified monetary compensation



cannot be granted in the present proceedings under the provisions relied upon by him.

11. With regard to the subsequent developments, it is recorded that the commercial electricity connection bearing Application No. NCA/2026/03206 has been released by the Respondent. The domestic electricity connection bearing Application No. NCA/2026/03205 remains pending on account of non-payment of the corresponding Demand Note by the Appellant. The Demand Note dated 24.08.2026 was issued subsequent to the period of 136 days considered by the Learned CGRF. Its subsequent non-payment cannot retrospectively constitute a default on the part of the Appellant during that earlier period or excuse the procedural breach already established.
12. At the same time, the Respondent cannot be held responsible for any subsequent period of non-release of the domestic connection that is properly attributable to non-payment of lawfully payable charges or non-completion of other applicable formalities by the Appellant. The Respondent nevertheless remains obligated to release the connection upon fulfilment of the applicable requirements and in accordance with the directions of the Learned CGRF and this Authority.
13. The Appellant has also raised a query concerning the levy of ₹4,000 towards Service Connection Charges in the Demand Note dated 24.08.2026. The Respondent is required to address this query by furnishing an itemised calculation identifying the sanctioned load, applicable tariff category, Commission-approved rate and the relevant provision of the Tariff Order dated 30.10.2025 in Petition No. 150/2025. Any discrepancy in the calculation shall be rectified and a revised Demand Note issued, wherever warranted. Upon payment of the applicable Demand Note, the Respondent shall install the meter and release the domestic electricity connection within seven days, in accordance with the operative directions of this Order.
14. The regulatory provisions concerning transfer of an existing electricity connection to a legal heir, including Regulations 5.86 and 5.88 read with Annexure V of the Supply Code, have also been noted as part of the factual and regulatory background, since the existing connection stood in the name of the Appellant's late father. However, no finding is recorded that the Appellant was legally required to seek such transfer instead of applying for fresh connections. Nor does the existence of that procedure affect the findings already recorded concerning the Respondent's failure to communicate deficiencies within the prescribed period.
15. In view of the foregoing, I find that the Appellant has not established a legally sustainable entitlement, in the present proceedings, to the monetary compensation claimed at ₹1,000 per day under Section 43(3) of the Electricity Act, 2003, alternatively at ₹500 per day under Regulation 5.5 of the Supply Code, or to any multiplied amount calculated separately in respect of the two applications. The denial of monetary compensation by the Learned CGRF in its



Final Order dated 17.08.2026 therefore does not warrant interference. Its findings and directions concerning the processing and release of the two electricity connections remain undisturbed.

16. The Appeal is accordingly disposed of in the above terms, subject to the further directions contained in the Operative Order. The refusal of monetary relief in these proceedings shall not be construed as condoning the Respondent's established procedural breach or prejudicing any independent remedy otherwise available to the Appellant under law

#### **OPERATIVE ORDER**

In view of the foregoing findings and analysis, the present Appeal is disposed of with the following directions:

- (i) The finding recorded by the Learned Consumer Grievance Redressal Forum in its Final Order dated 17.08.2026 that the Respondent failed to comply with the requirement of Clause 5.35 of the JERC Electricity Supply Code, 2018, by not communicating the deficiency in the applications within the prescribed period, and that the release of the two electricity connections was delayed by 136 days, is hereby affirmed.
- (ii) It is further held that the Respondent's reliance upon the requirement of NOCs from the co-owners does not justify the failure to communicate the alleged deficiency within the prescribed period under Clause 5.35 and does not retrospectively cure the delay already found by the Learned CGRF.
- (iii) The directions contained in the Final Order dated 17.08.2026 relating to processing/release of the electricity connections shall remain undisturbed, subject to compliance with such lawful requirements as may be applicable under the Electricity Act, 2003, the JERC Electricity Supply Code, 2018 and other applicable Regulations.
- (iv) The Appellant's claim for monetary compensation calculated by reference to Section 43(3) of the Electricity Act, 2003 is not granted in the present proceedings. This Authority, while exercising appellate jurisdiction under Section 42(6) of the Electricity Act, 2003, does not consider it appropriate to impose the statutory penalty contemplated under Section 43(3) as compensation in the present proceedings.
- (v) The Appellant's alternative claim based upon Table 7(10) of Schedule III of the applicable Standards of Performance Regulations is also not granted, since no amount is prescribed in the relevant entry for the particular category of delay involved in the present case. The Ombudsman cannot, in the absence of a rate prescribed by the Commission, create or substitute a rate of compensation by adjudicatory order.
- (vi) The Appellant's further reliance upon Regulation 5.5 of the JERC Electricity Supply Code Regulations, 2018, as amended by the Third Amendment Regulations, 2024, is duly considered. However, the consequence



contemplated under Regulation 5.5 is a regulatory penalty and cannot, in the absence of an express enabling provision conferring such power upon the Ombudsman, be imposed and awarded as compensation under Regulation 37 of the JERC (CGRF and Ombudsman) Regulations, 2024. Accordingly, no monetary award is made under Regulation 5.5 in the present Appeal.

- (vii) It is clarified that the refusal to grant the monetary relief sought by the Appellant is not on the ground that no deficiency of service occurred. On the contrary, the deficiency arising from non-compliance with Clause 5.35 and the resultant 136-day delay stand established on the record. The monetary claim is declined solely on the ground that the present regulatory framework does not confer upon the Ombudsman the power to create a compensation rate or impose the regulatory penalty relied upon by the Appellant in the manner prayed for.
- (viii) The subsequent Demand Notice(s), including the Demand Notice dated 24.08.2026, shall not be treated as establishing any default on the part of the Appellant during the earlier period of 136 days adjudicated by the Learned CGRF. Any rights and obligations arising from such Demand Notice(s) or from events occurring after 17.08.2026 shall be governed independently in accordance with law and are not adjudicated upon in the present Appeal.
- (ix) Nothing contained in this Order shall be construed as adjudicating upon or determining any inter se dispute concerning title, ownership or co-ownership of the subject premises, possession or the respective proprietary rights of the co-owners. Such disputes, if any, shall remain open for determination by the competent forum in accordance with law.
- (x) The Respondent shall furnish the Appellant with an itemised clarification of the ₹4,000 levied towards Service Connection Charges in the Demand Note dated 24.08.2026, indicating the sanctioned load, applicable Commission-approved rate and the basis of calculation. Any discrepancy shall be rectified and, where necessary, a revised Demand Note shall be issued.  
Upon payment of the applicable Demand Note by the Appellant, the Respondent shall install the meter and release the domestic electricity connection bearing Application No. NCA/2026/03205 within seven days from the date of payment, subject to completion of the applicable formalities consistent with the CGRF's Final Order dated 17.08.2026. The Respondent shall not reintroduce the requirement of NOCs from all co-owners as a precondition contrary to the findings and directions of the CGRF.
- (xi) Upon payment of the applicable Demand Note by the Appellant, the Respondent shall install the meter and release the domestic electricity connection bearing Application No. NCA/2026/03205 within seven days from the date of payment, subject to any other lawful formalities already



communicated to the Appellant and consistent with the CGRF's Final Order dated 17.08.2026.

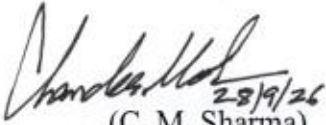
- (xii) The refusal of monetary relief in these proceedings shall not be construed as condoning the established procedural breach or prejudicing any independent remedy available to the Appellant under law.
- (xiii) The Appeal is disposed of in the above terms.
- (xiv) There shall be no order as to costs.

A copy of this Order be communicated to the Appellant and the Respondent(s) forthwith.

The records of the proceedings be consigned to the appropriate record.

Pronounced on this 28<sup>th</sup> day of September, 2026.

Dated: 28.09.2026

  
(C. M. Sharma)  
Electricity Ombudsman (JERC)