

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-295 of 2026

Date of Hearing: 24.09.2026,
5.10.2026 & 9.10.2026
Mode: Videoconferencing
Date of Order: 12.10.2026

In the matter of
Sh. Jasbir Singh,
House No. 239, Behlana, Chandigarh

...Appellant

Versus

Chandigarh Power Distribution Limited,
Through the Executive Engineer (Nodal Officer),
Electricity 'OP' Division No. 2, Chandigarh.

...Respondent(s)

In the matter of Sh. Jasbir Singh Versus Executive Engineer, 'OP' Div-2,
CPDL, Chandigarh

Present:

Appellant

1. Mr. Mandeep Singh
2. Mr. Sandeep Singh

AR for Appellant Sh. Jasbir Singh
AR for Appellant Sh. Jasbir Singh

Respondent(s)

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



ORDER

The present Appeal/Representation has been filed by Sh. Jasbir Singh, registered consumer of Account No. 205BH51020000Q, CA No. 3000145853, Meter No. CH2S001968, in respect of the electricity connection installed at House No. 239, Behlana, Chandigarh, under the domestic category.

The Appellant has preferred the present Appeal 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 30.07.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Complaint No. H-71/2026.

The grievance of the Appellant principally relates to a bill involving consumption of approximately 23,830 units for the disputed period (18.12.2025 to 26.03.2026), which, according to him, is substantially higher than his normal consumption of approximately 600–700 units per month. The Appellant has contended that the disputed consumption arose on account of delayed/non-generation of bills during the transition to CPDL and has sought revision of the bill on the basis of actual Smart Meter/MRI data and/or his past average consumption.

The Learned CGRF, after considering the material placed before it, including the meter testing and check-meter comparison, directed CPDL to withdraw the disputed bill and reconstruct/reconcile the Appellant's account on the basis of the actual cumulative meter readings/MRI data, with consequential revised billing.

The Respondent has opposed the Appeal and has contended, inter alia, that the meter was tested and found to be functioning within permissible limits; that the disputed consumption represents accumulated consumption which had escaped regular billing during the relevant period; and that the Appellant cannot seek substitution of actual meter-recorded consumption by a self-declared average merely because the resultant bill is substantially higher than his previous bills. The Respondent's written reply also relies upon the meter history and records the last actual reading as 27,584 kWh on 17.10.2025 and the subsequent reading as 51,414 kWh on 26.03.2026.

A. SUBMISSIONS OF THE APPELLANT

1. The Appellant submitted that his grievance pertains to excessive billing of approximately 23,830 units during the period from December 2025 to March 2026. According to him, the bills raised prior to the transition to CPDL were being paid regularly and were broadly consistent with his normal consumption.
2. The Appellant submitted that after CPDL took over the distribution function, bills were not generated regularly for the relevant period and, after a gap of several months, a bill reflecting approximately 23,830 units was raised. He contended that such



consumption was highly abnormal and inconsistent with his established consumption pattern.

3. The Appellant submitted that his normal monthly consumption is approximately 600–700 units, without any corresponding increase in sanctioned load, connected load, appliances or usage pattern. He therefore disputed the accumulated consumption reflected in the impugned bill.
4. The Appellant further submitted that he had approached the Respondent for generation/correction of the bills and had also lodged a complaint bearing Complaint No. 1045727. According to him, although the meter was subsequently inspected and reported to be in order, the underlying discrepancy between the billing records and the actual Smart Meter readings remained unresolved.
5. The Appellant submitted that the Respondent itself has acknowledged a discrepancy between the historical billing records and the Smart Meter/MRI data. He contended that if the billing system failed to capture or reconcile the actual meter readings for the relevant period, the consequence of such failure could not be shifted upon the consumer.
6. The Appellant further relied upon a bill bearing No. 090204 dated 07.08.2025, relating to Meter No. CH2S001968, wherein the reading for the period 17.04.2025 to 17.06.2025 was stated to have increased from 24,690 to 25,631 kWh, corresponding to 941 units.
7. The Appellant submitted that the Smart Meter/Midnight Snapshot data supplied by CPDL itself allegedly reflects a substantially different reading position. According to the Appellant, the Snapshot data records a reading of approximately 40,570 kWh on 01.06.2025 and 40,702 kWh on 05.06.2025, and therefore does not support the billing readings of 24,690/25,631 kWh relied upon in the aforesaid bill.
8. The Appellant further submitted that, for the disputed period, the Smart Meter Snapshot allegedly records 47,610 kWh on 17.10.2025 and 51,441 kWh on 26.03.2026, resulting in an increase of approximately 3,831 units, and not 23,830 units as billed by the Respondent.
9. The Appellant accordingly contended that the reading of 27,584 kWh relied upon by the Respondent as the previous actual reading does not appear in the Smart Meter Snapshot data relied upon by him and requires specific reconciliation.
10. The Appellant also pointed out alleged gaps in the Snapshot data, including a period from approximately 19.12.2025 to 10.01.2026, and an alleged abnormal single-day increase in consumption. According to him, these circumstances indicate a communication/logging or data-retrieval issue and warrant examination of the complete MRI/Smart Meter data rather than reliance merely upon the billing ledger.
11. The Appellant therefore prayed that CPDL be directed to reconcile the billing ledger with the actual Smart Meter/MRI data, produce the complete meter download and load-survey data, and revise the disputed bills on the basis of the actual consumption established from reliable meter data. He further sought adjustment/refund of any



excess amount recovered from him and such other relief as may be considered appropriate.

12. The Appellant also contended that, if the Respondent's billing system failed to capture and reconcile actual meter readings during the relevant period, the resulting accumulated billing burden should not be imposed upon him merely because of an administrative or system-level failure.

B. SUBMISSIONS OF THE RESPONDENT

13. The Respondent opposed the Appeal and submitted that the Appellant is seeking to substitute the actual consumption recorded by the electricity meter with a self-declared average consumption of approximately 500–700 units per month.
14. The Respondent submitted that the principal grievance before the Learned CGRF was substantially the same as that raised in the present Appeal, namely the challenge to the high consumption reflected in the bill and the request for billing on an average basis.
15. The Respondent submitted that the meter installed at the Appellant's premises, bearing No. CH2S001968, was inspected and subsequently tested through the authorised meter-testing facility. According to the Respondent, the meter was found to be functioning within permissible limits. The Respondent further relied upon the check-meter comparison carried out during the proceedings before the Learned CGRF.
16. The Respondent submitted that the fact that a particular bill is substantially higher than the consumer's previous bills does not, by itself, establish that the meter has over-recorded consumption. According to the Respondent, the determination of liability has to be based upon the actual consumption recorded by the meter and the contemporaneous technical data.
17. The Respondent submitted that the Appellant's reliance upon his historical average consumption cannot substitute the actual meter reading. It was further contended that the reference to six months' average consumption under the Electricity Act is not a mechanism for permanently determining the consumer's final liability where the actual meter reading is subsequently available. The Respondent's reply expressly advances this distinction.
18. The Respondent submitted that, according to its records, bills had generally been raised on the basis of actual meter readings and that the last actual reading prior to the disputed period was 27,584 kWh recorded on 17.10.2025. It further submitted that the next actual reading was 51,414 kWh recorded on 26.03.2026, resulting in an accumulated difference of 23,830 units. According to the Respondent, the disputed consumption therefore represented consumption accumulated during the period when actual readings were not available for regular billing and did not represent consumption occurring merely during the three-month period printed on the bill.
19. The Respondent further submitted that provisional/average bills had been raised during the period when actual readings were not available and that appropriate



adjustment was subsequently made when the actual cumulative reading became available.

20. The Respondent submitted that the Learned CGRF had already protected the Appellant's interest by directing CPDL to withdraw the disputed bill and reconstruct/reconcile the account on the basis of the actual cumulative meter readings/MRI data. According to the Respondent, such direction is one of reconciliation and does not amount to waiver or extinguishment of the consumer's liability for actual energy consumed.
21. The Respondent relied upon the principle that where consumption has escaped billing because actual readings were not available, the subsequent raising of a demand on the basis of actual meter data is not, by itself, a deficiency in service. In support of this proposition, the Respondent relied upon *M/s Prem Cottex v. Uttar Haryana Bijli Vitran Nigam Ltd. & Ors.*, (2021) 20 SCC 200. The Respondent's reply also relies upon the judgment in *Assistant Engineer (D1), Ajmer Vidyut Vitran Nigam Limited & Anr. v. Rahamatullah Khan alias Rahamjulla*, (2020) 4 SCC 650.
22. The Respondent also submitted that the Appellant had himself indicated different figures for his normal consumption at different stages and had subsequently referred to consumption of approximately 900 units for one month. It was therefore contended that the Appellant's self-declared average could not constitute a reliable basis for final determination of his electricity liability.
23. The Respondent submitted that there was no technical material produced by the Appellant to establish that the meter had over-recorded consumption. On the contrary, according to the Respondent, the meter-testing exercise established its accuracy.
24. The Respondent accordingly prayed that the Appeal be dismissed and the Final Order dated 30.07.2026 passed by the Learned CGRF in Complaint No. H-71/2026 be upheld.

C. ISSUES FOR DETERMINATION

On consideration of the pleadings and submissions, the following issues arise for determination:

1. Whether the figure of **23,830 units** billed by the Respondent for the period 17.12.2025 to 26.03.2026 is supported by the actual meter-reading download data?
2. Whether the cumulative reading of **27,584 kWh** appearing in the billing ledger as on 17.10.2025 correctly represented the actual reading of Meter No. CH2S001968 on that date?
3. Whether the Respondent's actual meter-download data establishes that the meter had already recorded **47,610 kWh as on 17.10.2025**, thereby showing a cumulative difference of **20,026 units** from the reading appearing in the billing ledger?
4. What is the nature and cause of the progressively increasing discrepancy between the billing-ledger readings and the actual meter-download readings from October 2023 onwards?



5. Whether the difference between the actual meter-download reading of 47,610 kWh on 17.10.2025 and 51,441 kWh on 26.03.2026, i.e. **3,831 units**, represents the actual consumption attributable to the period after 17.10.2025?
6. If any consumption prior to 17.10.2025 remained unbilled, whether and to what extent such consumption can legally be recovered from the Appellant having regard to the applicable provisions of the Electricity Act, 2003, the JERC Electricity Supply Code and the applicable limitation governing recovery of past dues?
7. Whether the Appellant is entitled to revision of the disputed bill and consequential adjustment/refund?

D. PROCEEDINGS

1. The present Representation was received in the office of the Electricity Ombudsman on 27.08.2026 under Section 42(6) of the Electricity Act, 2003 read with Regulations 35 and 36 of the JERC (CGRF and Ombudsman) Regulations, 2024. Upon scrutiny, the Representation was found to fulfil the requirements prescribed under the Regulations and was accordingly admitted as Appeal No. 295 of 2026. Notice was issued to the Respondent on the same date, along with a copy of the Appeal, calling upon the Respondent to file its reply/comments.
2. In response thereto, the Sr. Executive-Legal, CPDL, Chandigarh, filed the Respondent's reply/comments vide email dated 22.09.2026. The said reply has been taken on record.
3. The matter was thereafter taken up for hearing on 24.09.2026, 5.10.2026 and 9.10.2026 through videoconferencing. On behalf of the Appellant, Sh. Mandeep Singh and Sh. Sandeep Singh, Authorised Representatives, appeared. On behalf of the Respondent, Sh. Pankaj, Commercial Manager-2, CPDL, and Sh. Dhruv Shakuntlam, Sr. Executive-Legal, CPDL, appeared.
4. During the course of hearing, the rival submissions were considered and the Respondent was directed/required to place the relevant meter-reading/billing data on record so as to facilitate reconciliation of the disputed consumption with the actual Smart Meter/MRI data.
5. Subsequent to the hearing held on 05.10.2026, the Respondent submitted, vide email dated 06.10.2026, a comparative statement of meter readings reflecting the readings as per the billing ledger vis-à-vis the actual meter-reading download data. The said document was taken on record and considered for the purpose of adjudication.
6. The Appellant has also relied upon additional documentary material relating to the Smart Meter/Midnight Snapshot data and has contended that the readings reflected in such data do not correspond with the readings relied upon by the Respondent for raising the disputed bill.
7. During the proceedings on dated 9.10.2026, the meter-reading data submitted by the Respondent vide email dated **06.10.2026**, containing a comparative statement of readings as per the billing ledger and the actual meter-reading download data, was considered. The said document was taken on record.



8. Upon perusal of the aforesaid data, a discrepancy was noticed between the cumulative readings reflected in the billing ledger and those reflected in the actual meter-reading download data. In particular, the billing ledger reflected a reading of **27,584 kWh**, whereas the actual meter-reading download data reflected a reading of **47,610 kWh** corresponding to **17.10.2025**. The discrepancy was material to the determination of the disputed consumption of 23,830 units and, accordingly, required consideration while examining the correctness of the impugned demand.
9. The matter has accordingly been considered on the basis of the Appeal, the order of the Learned CGRF, the reply/submissions of the Respondent, the material placed on record during the proceedings, the meter-testing record, the billing ledger and the Smart Meter/MRI data produced before this Authority.

E. FINDINGS AND ANALYSIS

1. I have carefully considered the Appeal, the order dated 30.07.2026 passed by the Learned CGRF, the written reply and submissions of the Respondent, the material placed on record during the proceedings and, in particular, the comparative meter-reading data submitted by the Respondent vide email dated 06.10.2026.
2. The Respondent has contended that the disputed consumption of **23,830 units** represents the difference between the ledger reading of 27,584 kWh dated 17.10.2025 and the subsequent reading of 51,414 kWh dated 26.03.2026. However, the comparative meter-reading statement furnished by the Respondent itself reflects an actual meter-download reading of **47,610 kWh as on 17.10.2025** and a subsequent reading of **51,441 kWh as on 26.03.2026**.
3. The aforesaid discrepancy was also noticed during the proceedings held on 09.10.2026 through video conferencing. The difference between the readings reflected in the billing ledger and those reflected in the actual meter-download data is material, as it directly affects the computation of the consumption forming the basis of the disputed demand.
4. Accordingly, the correctness of the disputed demand cannot be determined merely by accepting the difference between two readings appearing in the billing ledger. It is necessary to examine whether the opening and closing readings relied upon for billing correspond to the actual cumulative readings recorded by the meter and whether the billing account has been correctly reconciled with the meter-download data.
5. The Respondent's meter-testing report, even if it establishes that the meter was functioning within permissible accuracy limits when tested, does not by itself resolve the separate question of whether the historical readings were correctly captured and incorporated into the billing ledger. Meter accuracy and the correctness of historical meter-reading capture are distinct issues requiring separate consideration.
6. The discrepancy noticed in the comparative data, particularly the difference between the ledger reading of **27,584 kWh** and the actual meter-download reading of **47,610 kWh** corresponding to 17.10.2025, therefore assumes significance in determining the



actual consumption attributable to the disputed billing period and whether any earlier consumption remained unbilled or short-billed.

7. The matter must accordingly be examined by reconciling the billing ledger with the actual meter-download data, identifying the period-wise consumption and giving due credit for amounts already billed and paid. Any alleged earlier escaped or short-billed consumption must be separately identified, along with the period to which it relates and the applicable statutory and regulatory basis for its recovery.
8. In view of the above, the directions issued by the Learned CGRF for withdrawal of the disputed bill and reconstruction/reconciliation of the Appellant's account on the basis of actual cumulative meter readings/MRI data are required to be implemented in the light of the comparative data subsequently placed on record before this Authority.

F. ORDER

In view of the pleadings, the Respondent's reply dated 22.09.2026, the comparative meter-reading data submitted on 06.10.2026 and the proceedings held on 24.09.2026, 05.10.2026 and 09.10.2026, I recommend the following Operative Order for Appeal No. 295 of 2026.

The order preserves the direction of the Learned CGRF for reconciliation, addresses the discrepancy between the ledger and actual meter-download readings, protects against an unsupported demand of 23,830 units, and provides the Appellant with the requested facility of 18 instalments without inadvertently waiving any amount that may be lawfully recoverable after reconciliation.

1. The present Appeal No. 295 of 2026 is disposed of with the following directions, while modifying and clarifying the directions contained in the order dated 30.07.2026 passed by the Learned Consumer Grievance Redressal Forum (CGRF), Chandigarh.
2. The Respondent, Chandigarh Power Distribution Limited (CPDL), shall withdraw the disputed demand of 23,830 units in its present form, as the said figure has been computed on the basis of the billing-ledger reading of 27,584 kWh, whereas the comparative meter-reading data submitted by the Respondent itself reflects an actual meter-download reading of 47,610 kWh corresponding to 17.10.2025. The disputed demand shall not be re-raised merely by reproducing the same calculation without first reconciling the billing records with the actual meter-download data.
3. CPDL shall undertake a comprehensive reconciliation of the Appellant's electricity account from 17.10.2023 onwards, being the earliest date reflected in the comparative meter-reading statement placed on record, by correlating:
 - a. Actual meter-download/MRI readings and their corresponding dates;
 - b. Cumulative readings recorded in the billing ledger;
 - c. Individual electricity bills issued during the relevant period;



- d. Provisional or average bills raised, wherever applicable;
 - e. Actual meter-reading dates and the readings used for bill generation;
 - f. Payments made by the Appellant against the electricity account; and
 - g. All adjustments, credits or corrections already made in the account.
4. During the aforesaid reconciliation, CPDL shall specifically examine and explain the discrepancy between the billing-ledger readings and the actual meter-download readings, particularly the difference between 27,584 kWh as reflected in the ledger and 47,610 kWh as recorded in the actual meter-download data on 17.10.2025, representing a difference of 20,026 units. CPDL shall identify the period during which the discrepancy arose, its probable cause and the manner in which the same affected the bills raised against the Appellant.
5. For the period from 17.10.2025 to 26.03.2026, CPDL shall take into account the actual meter-download readings of 47,610 kWh and 51,441 kWh, respectively, which indicate an intervening consumption of 3,831 units. The consumption for this period shall not be computed by adopting the ledger reading of 27,584 kWh as the opening reading without reconciling the same with the actual meter-download data.
6. If, upon reconciliation, CPDL contends that any consumption pertaining to a period prior to 17.10.2025 remained unbilled or was short-billed, it shall specifically identify:
- a) The exact quantity of such consumption;
 - b) The billing period to which the alleged unbilled or short-billed consumption relates;
 - c) The reason why the corresponding actual meter readings were not incorporated in the bills issued for the relevant period; and
 - d) The applicable statutory or regulatory provisions under which recovery of such amount is permissible, including any limitation applicable to the recovery of past dues.
- Any such claim shall be examined separately from the consumption recorded between 17.10.2025 and 26.03.2026.
7. No amount pertaining to an earlier period shall be mechanically clubbed with the consumption of the period from 17.10.2025 to 26.03.2026 merely to recover the difference between the cumulative readings appearing in the billing ledger and those reflected in the actual meter-download data. Any earlier escaped or short-billed consumption, if established, shall be dealt with separately in accordance with the applicable statutory and regulatory provisions.
8. The revised account shall clearly distinguish between:
- a) Actual consumption recorded during each relevant billing period;
 - b) Consumption already billed, including provisional or average billing, and the corresponding amounts paid by the Appellant; and



- c) Any earlier escaped or short-billed consumption proposed to be recovered, together with the period to which it relates and the legal basis for its recovery.
9. CPDL shall prepare and furnish to the Appellant a detailed period-wise reconciliation statement, indicating the opening and closing meter readings, actual consumption, consumption already billed, provisional or average billing, adjustments, payments received and the net amount payable or refundable, if any. The computation shall be made by applying the applicable tariff and tariff slabs prevailing during the respective billing periods/years, along with all consequential adjustments required under the applicable provisions.
10. After completion of the reconciliation and after giving credit for all amounts already paid by the Appellant, any net amount found legally payable shall be permitted to be paid by the Appellant in 18 equal monthly instalments. The instalment facility shall apply to the net reconciled arrears arising from the aforesaid exercise and shall not alter the Appellant's obligation to pay regular/current consumption charges as and when they fall due.
11. Provided the Appellant pays each instalment within its prescribed due date, no Late Payment Surcharge (LPSC) shall be levied on the net reconciled arrears covered by the 18-instalment facility. This concession shall not extend to regular/current consumption charges, which shall continue to be payable within the applicable due dates in accordance with the normal billing cycle.
12. In the event of default in payment of any instalment within the prescribed due date, the facility of payment by instalments shall stand withdrawn, and the outstanding balance of the reconciled arrears shall become payable in one lump sum, subject to the applicable statutory and regulatory provisions governing recovery and levy of surcharge.
13. CPDL shall give full credit to the Appellant for all amounts already paid against the electricity account, including payments made against provisional or average bills during the relevant period. No amount already paid shall be recovered again through the revised billing exercise.
14. Any amount found to have been recovered in excess from the Appellant after completion of the reconciliation shall be adjusted against the outstanding liability, if any, and any remaining excess shall be refunded to the Appellant in accordance with the applicable statutory and regulatory provisions.
15. CPDL shall complete the aforesaid reconciliation exercise and issue the detailed reconciliation statement along with the revised bill/account statement, if any, to the Appellant within 30 days from the date of receipt of this Order.
16. The Appellant's prayer for determination of his electricity liability solely on the basis of his self-declared average consumption of 600-700 units per month is not accepted. The final liability shall be determined on the basis of authenticated actual meter-download data, duly reconciled with the billing records, and in accordance with the applicable statutory and regulatory provisions.



The Appeal is accordingly disposed of in the above terms.
Ordered accordingly.

Dated: 12.10.2026


(C M Sharma)
Ombudsman (JERC)