

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-292 of 2026

Date of Hearing: 17.09.2026 &
24.09.2026

Mode: Videoconferencing

Date of Order: 05.10.2026

In the matter of
Sh. Subhash Chand Jain,
House No. 1036, Sector 8C,
Chandigarh

...Appellant

Versus

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

...Respondent(s)

In the matter of Sh. Subhash Chand Jain Versus Executive Engineer, 'OP' Div-1,
CPDL, Chandigarh

Present:

Appellant

1. Mr. Sameer Jain

AR for Appellant

Respondent(s)

1. Mr. Sukhwinder Singh, Commercial Manager-1, Div-1, CPDL
2. Mr. Virender Kr. Chandel, Dy. Mgr. Commercial, CPDL
3. Mr. Dhruv Shakuntlam, Sr. Executive Legal, CPDL, Chandigarh



ORDER

The present representation was filed on 19.08.2026 under Section 42(6) of the Electricity Act, 2003 read with Regulations 35 and 36 of the Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2024, challenging the order dated 24.07.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Case No.H-70/2026.

Upon scrutiny, and being satisfied that the representation fulfilled the requirements prescribed under the Regulations, the same was admitted as case No 292 of 2026 and notice was issued on 25.08.2026. A copy of the representation was forwarded to the Respondent- Executive Engineer, 'OP' Div-1, CPDL, Chandigarh calling upon them to submit their reply/comments.

The Sr. Executive Legal, CPDL, Chandigarh vide Email dated 15.09.2026 has filed the comments/ reply to the petition filed by the Appellant which is taken on record.

A. SUBMISSIONS ON BEHALF OF THE APPELLANT

The Appellant, through his authorized representative, has filed the present Appeal under Section 42(6) of the Electricity Act, 2003 read with the applicable provisions of the JERC (CGRF and Ombudsman) Regulations, 2024, challenging the order dated 24.07.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Complaint No. H-70/2026.

The submissions of the Appellant, as contained in the Appeal, rejoinder dated 19.09.2026 and submissions made during the course of hearing, are summarized as under:

1. The Appellant has submitted that the present Appeal is maintainable under Section 42(6) of the Electricity Act, 2003 read with the JERC (CGRF and Ombudsman) Regulations, 2024, which are applicable to the Union Territory of Chandigarh.
2. The Appellant has stated that he is aggrieved by the order dated 24.07.2026 passed by the Learned CGRF, particularly to the extent that, although the Forum recognized that amounts were refundable to the Appellant, it did not grant compensation, interest, costs or any direction concerning the conduct of the concerned officers.
3. The Appellant has submitted that the Appeal has been filed within the prescribed period of limitation from the date of receipt of the order of the Learned CGRF and is therefore within limitation.
4. The Appellant has clarified that he is not challenging the assessment proceedings under Section 126 of the Electricity Act, 2003. According to the Appellant, the revised assessment of ₹13,562/- was accepted and paid on 22.12.2025. His grievance in the present Appeal principally concerns the events subsequent to surrender/permanent disconnection of the electricity connection, including billing, finalisation of the consumer account, refund of amounts, interest, compensation and alleged deficiency in service.



5. The Appellant has submitted that he was the registered consumer in respect of the electricity connection installed at SCF No. 22, Sector 8, Inner Market, Chandigarh.
6. The Appellant has stated that an inspection was carried out on 12.12.2025 and an assessment under Section 126 of the Electricity Act, 2003 was initially raised for ₹26,816/-. According to the Appellant, upon his representation and production of the lease deed dated 15.07.2025, the assessment was revised to ₹13,562/-, which amount was paid by him on 22.12.2025.
7. The Appellant has submitted that he thereafter applied for permanent disconnection on 26.12.2025 and that the meter was physically removed on 27.12.2025. He has referred to the final meter reading as 34,183 kWh, which was subsequently also stated by the Respondent to be the final reading.
8. According to the Appellant, no copy of the Permanent Disconnection Order (PDCO), no acknowledgement/receipt evidencing permanent disconnection, and no final bill were furnished to him at the relevant time.
9. The Appellant has specifically disputed the Respondent's reliance upon PDCO No. 020/023 dated 30.12.2025 and has submitted that, although the said document was subsequently referred to by the Learned CGRF, the same was not served upon him.
10. The Appellant has further submitted that the final bill allegedly prepared for the period 07.12.2025 to 30.12.2025 with the endorsement "NOT TO PAY" was also not served upon him. According to the Appellant, merely producing a document before the Learned CGRF cannot be equated with service of the document upon the consumer.
11. The Appellant has submitted that he was also not informed at the relevant time that a credit/refund amount was lying in his consumer account and was payable to him.
12. According to the Appellant, instead of finally closing the consumer account after permanent disconnection, the Respondent continued to generate billing records and the account remained subject to subsequent corrections and adjustments.
13. The Appellant has referred to the Respondent's explanation concerning software updation, migration and technical constraints and has submitted that such internal system-related issues cannot prejudice the consumer or relieve the distribution licensee of its regulatory obligations.
14. The Appellant has further submitted that a disconnection team allegedly visited the premises even after the meter had already been removed. The Appellant has relied upon this circumstance as indicative of deficiencies in the Respondent's records and coordination.
15. The Appellant has stated that he was required to visit the Sector-10 office on more than 15 occasions and the Circle Office at Sector-17 on at least 7 occasions in connection with his grievance. He has submitted that such visits caused considerable inconvenience, particularly as he is a senior citizen and, according to his submission, is suffering from cardiac/health-related ailments.
16. The Appellant has submitted that an allowance of ₹14,153/- was reflected only subsequently in the bill dated 06.04.2026 and that the No-Dues/closure



documentation was not furnished to him until the proceedings before the Learned CGRF.

17. The Appellant has stated that he submitted an application for refund of the security/ACD amount of ₹3,745/- on 22.07.2026 and that the said amount was ultimately received by him on 05.08.2026.
18. The Appellant has further stated that another amount of approximately ₹1,788/- remained refundable to him. During the proceedings before this Authority, the Respondent has subsequently stated that an amount of ₹1,788/- was refunded to the Appellant's account on 21.09.2026.
19. The Appellant has submitted that the Learned CGRF, in paragraph 6(k) of its order, proceeded on the basis that the final bill after PDCO had been issued with the endorsement "NOT TO PAY" and that an amount of ₹1,788.26/- was required to be refunded.
20. According to the Appellant, the aforesaid finding does not establish actual service of the final bill upon him. The Appellant has maintained that he had not received either the final bill or the PDCO at the relevant time.
21. The Appellant has submitted that the Learned CGRF directed refund of the amount found payable and refund of the security amount but did not adjudicate or grant the other reliefs specifically sought by him, including compensation, interest, compensation under the Standards of Performance Regulations, costs and action against the concerned officers.
22. The Appellant has further submitted that the Learned CGRF itself recorded that the complaint was admitted on 19.05.2026 and decided on 24.07.2026 and that the proceedings had extended beyond the period contemplated under the applicable Regulations. According to the Appellant, the principal reason for such delay was the Respondent's delayed filing of its reply to the rejoinder.
23. The Appellant has also questioned the document dated 16.07.2026 described as the Respondent's "Reply to the Rejoinder", alleging that the contents substantially reproduced his own rejoinder and did not constitute an effective response to the issues raised by him.
24. The Appellant has accordingly contended that the order of the Learned CGRF did not deal with all material prayers raised in the complaint and was therefore incomplete in its consideration of the reliefs claimed.
25. The Appellant has submitted that non-service of the PDCO and the final "NOT TO PAY" bill constituted a deficiency in service and that a consumer surrendering an electricity connection is entitled to appropriate documentation evidencing permanent disconnection, final billing, adjustment of amounts and closure of the consumer account.
26. The Appellant has contended that an internal billing document or a document produced during proceedings before the CGRF cannot, by itself, be treated as equivalent to actual service upon the consumer.



27. The Appellant has relied upon the provisions of the JERC (CGRF and Ombudsman) Regulations, 2024 concerning the contents of an order and compensation under the applicable Standards of Performance framework and has submitted that the Learned CGRF ought to have considered compensation arising from the alleged service deficiencies.
28. The Appellant has relied upon the applicable JERC Standards of Performance Regulations and has submitted that compensation is contemplated for cases involving bills raised after disconnection at the consumer's request and for delay in resolution of billing complaints. The Appellant has accordingly sought compensation at the rates prescribed under the applicable Regulations.
29. The Appellant has further submitted that the applicable Supply Code provisions governing refund of security require the amount to be refunded within the prescribed period and that delay in such refund attracts interest at the rate prescribed under the applicable regulatory framework.
30. The Appellant has also sought interest on amounts which, according to him, were recovered or retained as a consequence of erroneous or delayed billing.
31. The Appellant has submitted that his status as a senior citizen and his stated health condition ought to have been given due consideration in the matter of expeditious grievance redressal and consequential relief.
32. The Appellant has further contended that the delay in filing the Respondent's reply before the Learned CGRF and the alleged reproduction of the Appellant's rejoinder as a response demonstrate deficiencies in the grievance-redressal process.
33. The Appellant has submitted that the prolonged correspondence, repeated visits and delay in final settlement caused him mental agony, inconvenience and hardship and has accordingly claimed compensation of ₹1,00,000/-, or such other amount as this Authority may consider appropriate.
34. The Appellant has also sought costs of the proceedings and appropriate direction/action in respect of the concerned officers, besides any other relief considered just and appropriate.
35. On the aforesaid grounds, the Appellant has prayed that the order dated 24.07.2026 passed by the Learned CGRF be modified to the extent of the reliefs not granted and that the Respondent be directed, inter alia, to:
- (i) furnish certified copies of the PDCO/disconnection order, meter-removal report and final "NOT TO PAY" bill;
 - (ii) reconcile and refund the amount found payable after permanent disconnection;
 - (iii) pay applicable interest on delayed refund of the security/ACD amount and other amounts found refundable;
 - (iv) grant compensation under the applicable Standards of Performance Regulations;
 - (v) grant compensation for mental agony, inconvenience and alleged harassment;
 - (vi) award costs of the proceedings;



- (vii) take/recommend appropriate action against the concerned officers, as permissible under law; and
- (viii) grant such other relief as may be deemed fit.

36. The Appellant has also requested priority in hearing, relying upon his stated status as a senior citizen and his health condition.

B. SUBMISSIONS ON BEHALF OF THE RESPONDENT

The Respondent, Chandigarh Power Distribution Limited (CPDL), has filed its reply to the Appeal and thereafter filed a point-wise compliance in response to the queries raised by this Authority during the hearing held on 17.09.2026. The material submissions of the Respondent are recorded as under:

1. The Respondent has submitted that the present Appeal has been preferred against the order dated 24.07.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Complaint No. H-70/2026.
2. At the outset, the Respondent has opposed the claim for compensation under the Standards of Performance framework, contending that the consumer account has already been finalised and the billing issue was subsequently rectified.
3. The Respondent has submitted that the permanent disconnection was duly carried out on 30.12.2025 after recording the final meter reading and that the final billing process was initiated thereafter.
4. According to the Respondent, the delay in reflection/adjustment of the allowance in the consumer account occurred due to technical/system-related constraints arising during the billing software/upgradation and migration process.
5. The Respondent has denied any deliberate withholding of the final bill or any wilful or negligent omission on its part. It has submitted that the technical issue was subsequently rectified and the admissible credit was incorporated in the consumer account.
6. The Respondent has contended that a technical delay in accounting or adjustment, which is subsequently corrected, cannot by itself be treated as deliberate non-compliance or as conduct warranting compensation for mental agony or other damages.
7. The Respondent has further submitted that the Standards of Performance framework should be applied with reference to the facts of each case and that the subsequent rectification of the consumer account is relevant while determining whether any further relief is warranted.
8. The Respondent has stated that the Appellant was the registered consumer in respect of the electricity connection installed at SCF No. 22, Sector 8, Inner Market, Chandigarh.
9. The Respondent has submitted that its Enforcement Team conducted an inspection on 12.12.2025 vide Inspection Report No. 34/12, during which an alleged tariff violation/unauthorized use under Section 126 of the Electricity Act, 2003 was detected.



10. The Respondent has stated that an Assessment Notice dated 16.12.2025 was issued assessing an amount of ₹26,816/-.
11. The Respondent has further submitted that the Appellant made a representation dated 16.12.2025 relying upon the lease deed dated 15.07.2025 and that, after consideration of the representation and supporting documents, the assessment was revised to ₹13,562/- vide Final Assessment Notice dated 19.12.2025.
12. The Respondent has stated that the Appellant deposited the revised assessment amount of ₹13,562/- on 22.12.2025.
13. The Respondent has submitted that the Section 126 assessment proceedings are not the subject matter of the present Appeal.
14. The Respondent has submitted that the Appellant applied for permanent disconnection on 26.12.2025 and that the connection was permanently disconnected on 30.12.2025 vide PDCO No. 020/023 dated 30.12.2025.
15. The Respondent has stated that the final meter reading was recorded as 34,183 kWh on the date of permanent disconnection.
16. In its subsequent compliance filed pursuant to the hearing dated 17.09.2026, the Respondent has placed on record the relevant permanent disconnection/meter-removal record and reiterated that 34,183 kWh was the final meter reading recorded at the time of physical removal of the meter.
17. The Respondent has therefore disputed the Appellant's assertion that the meter was physically removed on 27.12.2025 and has relied upon its contemporaneous record showing 30.12.2025 as the date of permanent disconnection and meter removal.
18. The Respondent has submitted that a final bill was generated after permanent disconnection for the period 07.12.2025 to 30.12.2025, with the initial reading of 33,984 kWh and final reading of 34,183 kWh and with the endorsement "NOT TO PAY".
19. The Respondent has further submitted that an allowance entry was initially processed on 23.02.2026 but, owing to software upgradation and technical constraints in the billing system, the allowance could not immediately be reflected/adjusted in the consumer account.
20. According to the Respondent, the issue was subsequently examined and the necessary corrective entry was incorporated into the system.
21. The Respondent has submitted that an allowance of ₹14,153/- was sanctioned and credited to the consumer account and that the same is reflected in the bill dated 06.04.2026.
22. The Respondent has relied upon these subsequent adjustments to submit that the consumer account was ultimately reconciled and that no amount which was found admissibly refundable was deliberately retained.
23. During the hearing held on 17.09.2026, this Authority specifically sought clarification regarding the meter reading date of 08.02.2026 appearing against the final reading in the billing document earlier produced by the Respondent.
24. In its subsequent compliance, the Respondent has clarified that 34,183 kWh was the final meter reading recorded at the time of physical removal of the meter and that the



- date 08.02.2026 appearing against that reading was inadvertently recorded during processing/generation of the billing record due to a technical/system-related error.
25. The Respondent has specifically stated that the date 08.02.2026 does not represent the date of physical removal of the meter or the date of permanent disconnection.
 26. The Respondent has accordingly maintained that the discrepancy is confined to the date appearing in the subsequently generated billing record and does not alter the actual final meter reading or the date of physical removal recorded in the disconnection documents.
 27. The Respondent has submitted that the final bill after PDCO was produced before the Learned CGRF during the proceedings and, according to the Respondent, was handed over to the Appellant/Complainant.
 28. The Respondent has relied upon the observation of the Learned CGRF that the original NOC/final account document submitted during the proceedings was handed over to the complainant.
 29. The Respondent has therefore disputed the Appellant's contention that the final bill was never made available to him and has submitted that the document was produced during the statutory grievance-redressal proceedings.
 30. In its subsequent compliance, the Respondent has placed the final bill dated 06.07.2026 on record, reflecting a credit balance of ₹1,730.78/-.
 31. The Respondent has acknowledged that the security/ACD amount of ₹3,745/- was refundable and has placed the relevant account/calculation record on record.
 32. The Respondent has stated that the amount of ₹3,745/- was refunded/credited to the Appellant and that the Appellant has stated that the amount was received on 05.08.2026.
 33. With regard to the further amount of ₹1,788/-, the Respondent, in its subsequent compliance dated after the hearing, has stated that the said amount was refunded to the Appellant's account on 21.09.2026 and has placed the transaction details on record.
 34. The Respondent has accordingly submitted that the substantive monetary grievance of the Appellant has been addressed and that the consumer account has been reconciled.
 35. The Respondent has opposed the claim for compensation, submitting that there was no deliberate withholding of any amount and that the billing issue arose due to technical/system-related constraints.
 36. The Respondent has submitted that it subsequently corrected the account, credited the admissible allowance and refunded the security amount.
 37. According to the Respondent, the fact that the account was subsequently reconciled demonstrates that there was no intention on the part of CPDL to deny the Appellant his legitimate entitlement.
 38. The Respondent has also opposed the claim for compensation for mental agony and harassment and has submitted that the Appellant has not established any legally quantifiable loss or injury attributable to the Respondent.



39. The Respondent has further contended that the Appellant's claim for compensation cannot be allowed merely because there was a technical delay which was subsequently rectified.
40. The Respondent has opposed the claim for departmental action against its officers and has submitted that there is no material establishing deliberate misconduct, mala fide action or wilful withholding of the Appellant's dues.
41. The Respondent has maintained that the permanent disconnection was duly affected, the final meter reading was recorded, the billing/accounting issue was subsequently rectified, the allowance of ₹14,153/- was incorporated into the account, and the refundable security/other amount has been paid.
42. The Respondent has accordingly submitted that no continuing monetary liability remains, subject to verification of the transaction/account records.
43. The Respondent has prayed that the Appeal be dismissed and that the order dated 24.07.2026 passed by the Learned CGRF be upheld.

C. PROCEEDINGS

1. The present representation has been filed by Shri Subhash Chand Jain, House No. 1036, Sector 8-C, Chandigarh, under Section 42(6) of the Electricity Act, 2003 read with the applicable provisions of the JERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2024, being aggrieved by the order dated 24.07.2026 passed by the Learned Consumer Grievance Redressal Forum, Chandigarh in Complaint No. H-70/2026.
2. The matter was taken up for hearing on 17.09.2026 through video conferencing. Shri Sameer Jain, son of Shri Subhash Chand Jain, appeared as the authorized representative of the Appellant. On behalf of the Respondent, Shri Sukhwinder Singh, Commercial Manager-I, CPDL, Shri Virender Kumar Chandel, Deputy Manager (Commercial), CPDL, and Shri Dhruv Shakuntlam, Senior Executive (Legal), CPDL, appeared and made submissions.
3. During the hearing, the authorized representative of the Appellant submitted that the Appellant had applied for permanent disconnection on 26.12.2025 and that the meter was removed on 27.12.2025. It was submitted that no copy/acknowledgement of the Permanent Disconnection Order (PDCO) had been furnished to the Appellant, notwithstanding the reference in the order of the Learned CGRF to PDCO No. 020/023 dated 30.12.2025.
4. It was further submitted on behalf of the Appellant that the last bill was received in April 2026, nearly three months after the alleged date of disconnection, and that no proper final bill had been received. The Appellant also submitted that a security refund of ₹3,745/- was received on 05.08.2026, whereas a further amount of approximately ₹1,788/- remained payable by the Respondent.
5. The Respondent, on the other hand, submitted that the electricity connection was permanently disconnected and the meter physically removed on 30.12.2025 pursuant to PDCO No. 020/023 dated 30.12.2025 and that the final meter reading recorded at the time of removal was 34,183 kWh.



6. The Respondent explained that the final account could not be immediately finalised because the consumer data was undergoing migration from the NIELET system to the SAP system. According to the Respondent, the migration was completed in March 2026 and the final account/bill was thereafter processed.
7. During the hearing, this Authority specifically sought clarification regarding the meter reading of 34,183 kWh appearing against the date 08.02.2026 in the billing document produced earlier by the Respondent. The Respondent was directed to clarify the discrepancy and to place on record the relevant permanent disconnection/meter-removal record, final bill, account statement and supporting documents concerning the refund.
8. The Respondent was further directed to place on record the final bill along with the proof/record of delivery/service, with a copy to the Appellant.
9. The Appellant sought permission to file a rejoinder to the reply dated 15.09.2026 filed by the Respondent. The Appellant thereafter filed his rejoinder by email dated 19.09.2026.
10. The Respondent subsequently filed a point-wise reply/compliance to the queries raised during the hearing dated 17.09.2026, along with Annexures A to E.
11. In its subsequent compliance, the Respondent reiterated that the final meter reading was 34,183 kWh and clarified that the date 08.02.2026 appearing against the said reading in the earlier billing record was inadvertently reflected due to a technical/system-related error and did not represent the date of physical removal of the meter.
12. The Respondent also placed on record a final bill dated 06.07.2026 showing a credit balance of ₹1,730.78/- and submitted that the said final bill had earlier been produced before the Learned CGRF and, according to the Respondent, had been handed over to the Appellant.
13. With regard to the security/ACD amount, the Respondent placed on record the relevant account statement and confirmed the refund of ₹3,745/-, which the Appellant had stated was received by him on 05.08.2026.
14. With regard to the further amount of ₹1,788/-, the Respondent subsequently submitted that the amount had been refunded to the Appellant's account on 21.09.2026 and placed the transaction details on record.
15. After filing of the point-wise compliance by the Respondent in response to the queries raised during the hearing dated 17.09.2026, the Appellant filed a further rejoinder vide email dated 24.09.2026, which is taken on record.
16. In the rejoinder, the Appellant has disputed several assertions made by the Respondent in its compliance, particularly regarding the date and service of the Permanent Disconnection Order, the alleged handing over of the final bill before the Learned CGRF, the date of the final bill, and the amount subsequently refunded by the Respondent.
17. The Appellant has specifically submitted that the document filed by the Respondent as Annexure-B, stated to be the final bill, bears the date 11.09.2026, whereas the



proceedings before the Learned CGRF had culminated in the order dated 24.07.2026. The Appellant has accordingly disputed the Respondent's assertion that the said document could have been handed over to him during the proceedings before the Learned CGRF.

18. The Appellant has further submitted that the Respondent has not produced any independent proof of delivery or acknowledgement evidencing service of the PDCO or final bill upon him. The Appellant has also disputed the Respondent's varying references to the dates 06.04.2026, 06.07.2026 and 11.09.2026 in relation to the final billing record.
19. The Appellant has further brought on record that, even after the Respondent's compliance before this Authority, a fresh bill dated 11.09.2026 was generated, according to the Appellant, showing an amount of approximately ₹1,904/- /₹1,932.67/- as payable, and that he has lodged a fresh billing dispute complaint with CPDL bearing Complaint No. 1759294 in respect of the said bill.
20. With regard to the further refund, the Appellant has pointed out that, although the Respondent had stated that an amount of ₹1,788/- had been refunded, the transaction document filed with the compliance reflects a NEFT payment of ₹1,840/- dated 21.09.2026. The Appellant has relied upon the difference in figures to question the accuracy of the consumer account reconciliation.
21. The Appellant has also reiterated his contention that bills continued to be generated after permanent disconnection and has relied upon the applicable provisions of the Electricity Act, the JERC Electricity Supply Code and the Standards of Performance Regulations in support of his claim for compensation and other reliefs.
22. The Respondent was afforded opportunity to place its compliance on record and the subsequent rejoinder of the Appellant has also been taken on record. The submissions contained in the rejoinder, insofar as they raise factual disputes or allegations concerning the Respondent, are considered in the Findings and Analysis hereinbelow.
23. The pleadings, documents and submissions of both parties have been considered. The matter is accordingly being decided on the basis of the material available on record.

D. FINDINGS AND ANALYSIS

24. The present Appeal is not concerned with the assessment made under Section 126 of the Electricity Act, 2003. The Appellant has stated that the revised assessment of ₹13,562/- was paid on 22.12.2025, and the Respondent has also not relied upon the said assessment as the basis of the subsequent dispute. The controversy before this Authority is therefore confined to the events and consequences arising after the Appellant's request for permanent disconnection.
25. Upon consideration of the pleadings, documents placed on record, submissions made during the proceedings, the subsequent compliance filed by the Respondent and the rejoinder dated 24.09.2026 filed by the Appellant, the following issues arise for determination:



- (a) the date of permanent disconnection and physical removal of the meter;
 - (b) the final meter reading;
 - (c) the discrepancy in the date appearing against the final meter reading in the billing record;
 - (d) preparation and service of the final bill/final account;
 - (e) adjustment and refund of amounts standing to the credit of the Appellant;
 - (f) applicability of the relevant Standards of Performance and compensation;
 - (g) the Appellant's claim for interest and compensation;
 - (h) the Appellant's claim for compensation for mental agony, inconvenience and alleged harassment; and
 - (i) the request for action against the concerned officers.
26. The rejoinder dated 24.09.2026 has been taken on record. The allegations made therein regarding contradictions in the Respondent's documents, the date and service of the final bill, the subsequent bill dated 11.09.2026 and the amount refunded on 21.09.2026 have been considered to the extent relevant for adjudication. The allegations of false statements, manipulation or deliberate conduct are treated as submissions of the Appellant and not as established facts unless supported by the material on record.
27. The Appellant has stated that the meter was physically removed on 27.12.2025. The Respondent, however, has relied upon PDCO No. 020/023 dated 30.12.2025 and the corresponding disconnection/meter-removal record, which records the final meter reading as 34,183 kWh.
28. No contemporaneous document has been produced by the Appellant establishing physical removal of the meter on 27.12.2025. On the other hand, the Respondent has placed on record the PDCO and meter-removal record showing disconnection/removal on 30.12.2025 and final reading of 34,183 kWh.
29. Accordingly, this Authority accepts 30.12.2025 as the date of permanent disconnection and physical removal of the meter and 34,183 kWh as the final meter reading for purposes of final account reconciliation.
30. During the proceedings, a material discrepancy came to notice because the billing record earlier produced by the Respondent reflected the final reading of 34,183 kWh against the date 08.02.2026, although the Respondent's own case was that the meter had been removed on 30.12.2025.
31. The Respondent was specifically called upon to explain the discrepancy. In its subsequent compliance, the Respondent admitted that 08.02.2026 was inadvertently reflected during processing/generation of the billing record owing to a technical/system-related error and clarified that the said date was not the date of physical removal of the meter.
32. In view of the said explanation, this Authority accepts that 08.02.2026 was not the actual date of meter removal and that the final reading of 34,183 kWh relates to the physical removal of the meter on 30.12.2025.



33. However, the reflection of an incorrect date in a consumer's billing record cannot be treated as an inconsequential matter. Accurate billing and account records are fundamental to the determination of the consumer's liability and entitlement. The Respondent's explanation may establish the absence of any change in the actual physical date of removal, but it does not eliminate the deficiency arising from the incorrect billing record. The Respondent shall accordingly ensure internal correction and reconciliation of the consumer's record.
34. The Respondent has stated that a final bill was generated for the period 07.12.2025 to 30.12.2025, with initial reading of 33,984 kWh and final reading of 34,183 kWh, bearing the endorsement "NOT TO PAY". It has further relied upon a final billing document reflecting a credit balance of ₹1,730.78/- and has explained that the consumer data was undergoing migration from the NIELET system to SAP, which was completed in March 2026, following which the final account was processed.
35. The record further shows that an allowance of ₹14,153/- was incorporated in the consumer's account and reflected in the billing record dated 06.04.2026. The Respondent thereafter relied upon a final billing document dated 06.07.2026 and 11.09.2026. The Appellant, in his rejoinder, has disputed the Respondent's description and has pointed out that Annexure-B bears the date 11.09.2026.
36. The discrepancy as to whether the document relied upon by the Respondent bears the date 06.07.2026 or 11.09.2026 does not materially affect the determination of the present issue. Even if 06.07.2026 is taken as the date of the final bill relied upon by the Respondent, the finalisation of the account was substantially beyond the date of meter removal on 30.12.2025.
37. Schedule-III of the JERC (Standard of Performance for Distribution Licensee) Regulations, 2015 prescribes the Standard of Performance relating to preparation of the final bill after removal of the meter within the prescribed period of two billing cycles, considering a monthly billing cycle.
38. The meter was removed on 30.12.2025. The final billing process was therefore required to be completed within the prescribed period of two monthly billing cycles. The Respondent's own documents demonstrate that the final account process continued substantially beyond that period.
39. The explanation regarding migration from NIELET to SAP has been duly considered. However, system migration, software upgradation or internal processing difficulties are matters within the administrative and operational control of the distribution licensee. In the absence of any specific regulatory dispensation extending the prescribed period, such internal difficulties cannot extend or dilute the Standard of Performance applicable to the licensee.
40. Subsequent reconciliation of the account or refund of the credit amount does not retrospectively extinguish a violation of the prescribed Standard of Performance which had already occurred. Accordingly, this Authority finds that the Respondent failed to prepare/finalise the final bill within the prescribed period and thereby committed a deficiency in service under the applicable Standard of Performance.



41. The applicable Standard of Performance provides for compensation/penalty for such violation, subject to the prescribed limit. In the facts of the present case, the Appellant is entitled to ₹500/- as compensation for the established delay in preparation/finalisation of the final bill.
42. The aforesaid compensation is independent of the principal amount, if any, refundable to the Appellant. Subsequent refund or adjustment of the principal amount does not substitute the compensation arising from the established violation of the Standard of Performance.
43. The Appellant has disputed receipt of the PDCO as well as the final bill. He has also pointed out that the disconnection document produced by the Respondent contains a column for the consumer's signature which, according to him, remains blank. The Respondent, on the other hand, has relied upon production of the documents before the Learned CGRF and its submission that the relevant document was handed over during those proceedings.
43. A distinction must, however, be maintained between generation of a document, production of a document before the CGRF, and service of that document upon the consumer. Production before the CGRF establishes that the document was available on the record, but does not by itself conclusively establish the date, mode or manner in which the document was served upon the consumer.
44. This Authority had specifically directed the Respondent to place on record the final bill along with proof/record of delivery or service. No independent acknowledgement, postal delivery record, electronic delivery record or other contemporaneous material conclusively establishing service of the final bill immediately after permanent disconnection has been placed on record.
45. At the same time, this Authority does not find sufficient basis to conclusively hold that no document whatsoever was ever made available to the Appellant, particularly in view of the observation recorded by the Learned CGRF regarding handing over of the original document during the proceedings.
46. The appropriate finding, therefore, is that the Respondent has established the existence and production of the relevant disconnection and billing records, but has not satisfactorily established timely service of the PDCO/final bill upon the Appellant immediately following permanent disconnection.
47. This finding is confined to the issue of service and does not disturb the findings that the meter was physically removed on 30.12.2025 and that the final meter reading was 34,183 kWh.
48. The Appellant has stated that ₹3,745/- towards Security/ACD was refundable upon permanent disconnection and was ultimately received by him on 05.08.2026. The Respondent has acknowledged the refund.
48. The applicable provision of the JERC Electricity Supply Code governing refund of Security/ACD requires refund within the prescribed period of seven days, subject to adjustment/settlement of legitimate outstanding dues.



49. In the present case, permanent disconnection took place on 30.12.2025, whereas the amount of ₹3,745/- was received by the Appellant only on 05.08.2026. The refund was therefore substantially beyond the prescribed period.
50. The explanation regarding system migration and account reconciliation has been considered but cannot, by itself, extend the regulatory period prescribed for refund.
51. However, the provision governing refund of Security/ACD does not, on the material placed before this Authority, prescribe a separate fixed compensation merely for delay beyond seven days. This Authority cannot create an additional compensation mechanism in the absence of an express regulatory provision.
52. Accordingly, the delay in refund is recorded as a regulatory deficiency. Any interest or other financial consequence shall be payable only to the extent specifically provided under the applicable regulatory provision.
53. The Respondent has stated that an amount of ₹1,788/- was refunded to the Appellant on 21.09.2026. In the rejoinder, the Appellant has pointed out that the NEFT record reflects a transfer of ₹1,840/- on the same date and has also referred to different figures appearing in the Respondent's records.
53. The record accordingly contains different figures, including ₹1,730.78/-, ₹1,788.26/-, ₹1,788/- and ₹1,840/-. These discrepancies require reconciliation before the consumer's account can be treated as finally settled. This Authority therefore does not treat any one of the aforesaid figures, in isolation, as conclusively determinative of the final account.
54. CPDL shall furnish a certified final consumer account statement showing the complete calculation from the date of permanent disconnection, including all charges, credits, the allowance of ₹14,153/-, Security/ACD adjustment, all refunds already made and the final balance.
55. If the reconciliation establishes that any amount remains payable to the Appellant, the same shall be refunded forthwith.
56. A further issue has arisen from the Appellant's rejoinder dated 24.09.2026. The Appellant has stated that a fresh bill dated 11.09.2026 was generated after permanent disconnection and that the bill showed an amount of approximately ₹1,904/- ₹1,932.67/-(after due date) as payable. The Appellant has further stated that he lodged a fresh billing dispute with CPDL bearing Complaint No. 1759294 in respect of the said bill.
56. This subsequent issue is distinct from the earlier violation relating to delay in preparation of the final bill. The former concerns the alleged raising of a payable demand after permanent disconnection, whereas the latter concerns delay in preparation/finalisation of the final bill.
57. The Appellant has relied upon the relevant provision of the JERC (Standard of Performance for Distribution Licensee) (First Amendment) Regulations, 2024, concerning bills raised even after disconnection at the consumer's request, under which compensation of ₹500/- for each case is prescribed subject to the conditions contained therein.



58. The distinction between a final account statement bearing "NOT TO PAY" and a subsequent bill constituting a demand for payment is material. A document generated internally for account settlement cannot automatically be treated as a post-disconnection demand merely because it bears a date subsequent to removal of the meter.
59. In the present case, however, the Appellant has specifically pleaded that the document dated 11.09.2026 contained a payable amount and that he lodged a fresh billing complaint against it. The said issue was raised for the first time in the rejoinder dated 24.09.2026. The material presently available before this Authority does not include a specific response from the Respondent addressing the nature, purpose and correctness of that particular bill and the applicability of the ₹500/- compensation provision to it.
60. In these circumstances, while the subsequent bill requires examination, it would not be appropriate to record a final adverse finding and award ₹500/- solely on the basis of a new factual assertion in the rejoinder without affording the Respondent an opportunity to explain the document.
61. Accordingly, the issue of compensation of ₹500/- in respect of the bill dated 11.09.2026 shall be subject to verification by CPDL. If the said document is found to be a payable bill/demand raised against the Appellant after permanent disconnection on 30.12.2025, and the other conditions of the applicable Standard of Performance are satisfied, CPDL shall extend the prescribed compensation of ₹500/- to the Appellant in accordance with the applicable Regulations.
62. The Appellant's Complaint No. 1759294 shall be dealt with by CPDL in accordance with the applicable grievance-redressal mechanism. The present finding does not adjudicate the substantive correctness of the charges, if any, forming part of that subsequent bill.
63. The Appellant has also invoked the Standard of Performance relating to delay in resolution of billing complaints.
63. Such compensation has to be determined with reference to the particular billing complaint, the date of registration of the complaint, the prescribed period for its resolution and the actual date of resolution. The mere fact that several representations were made by the Appellant or that proceedings were undertaken before the Learned CGRF does not, by itself, establish the precise parameters necessary for calculating compensation under that particular Standard of Performance.
64. The present record does not establish with sufficient precision the registration and disposal dates of each individual billing complaint so as to permit mechanical quantification of compensation under this separate head.
65. Accordingly, no quantified compensation is awarded under this head on an assumed basis. CPDL shall, however, examine its complaint records and extend any compensation mandatorily payable under the applicable Standard of Performance if the prescribed conditions are found to have been satisfied.



66. The Appellant has claimed ₹1,00,000/- towards mental agony, repeated visits, hardship, alleged deterioration of health and harassment. The Authority has considered the circumstances pleaded by the Appellant, including his assertion regarding his age and health-related difficulties.
66. The record does establish certain deficiencies on the part of the Respondent, particularly the delay in finalisation of the final bill and the admitted error in the billing record. However, a quantified award of ₹1,00,000/- requires a sufficient evidentiary basis establishing the nature and extent of the alleged loss or injury and a reasonable basis for the amount claimed.
67. The material on record does not contain sufficient independent evidence establishing that the alleged deterioration in health or other claimed consequences was directly caused by the Respondent's acts or omissions so as to sustain the specific amount of ₹1,00,000/-.
68. The claim for ₹1,00,000/- is therefore not allowed.
69. The Appellant has sought action against the concerned officers on the ground of alleged false statements, defective records and delay in release of his dues.
67. The discrepancies in dates, billing documents and amounts have been considered in the foregoing findings. However, an inconsistency in the record or an admitted system error does not, by itself, establish that a particular officer deliberately made a false statement, manipulated the record or acted mala fide.
68. No sufficient material has been placed before this Authority identifying any particular officer and establishing deliberate misconduct or mala fide conduct warranting an adverse finding in the present proceedings.
69. Accordingly, no finding of individual misconduct is recorded against any officer. Nevertheless, CPDL shall internally examine the circumstances which resulted in the incorrect date of 08.02.2026 being reflected against the final meter reading, the delay in final account reconciliation and the discrepancies in the billing/refund records, and shall take appropriate corrective measures to prevent recurrence.

E. Overall Finding

70. On an overall consideration of the record, this Authority finds that the permanent disconnection and physical removal of the meter took place on 30.12.2025 with a final meter reading of 34,183 kWh. The date 08.02.2026 appearing in the billing record was a system-related error and was not the date of physical removal.
71. The Respondent failed to finalise the final bill within the period prescribed under the applicable Standard of Performance, thereby attracting compensation of ₹500/-. The Respondent has also not satisfactorily established timely service of the PDCO/final bill immediately following permanent disconnection.
72. The Security/ACD refund of ₹3,745/- was made substantially beyond the prescribed period. No separate fixed compensation is awarded under that provision in the absence of an express regulatory prescription.



73. The different amounts appearing in the final account/refund records require reconciliation, and CPDL shall furnish a certified final account statement and refund any balance found payable.
74. The subsequent bill dated 11.09.2026 raises a separate issue under the post-disconnection billing Standard of Performance. Since that issue was raised through the Appellant's rejoinder and has not been substantively answered by the Respondent on the material presently before this Authority, the ₹500/- compensation is made subject to verification in the manner directed above.
75. The Appellant's claim of ₹1,00,000/- for mental agony and alleged health consequences and the request for action against individual officers are not established on the present record and are accordingly not allowed.

F. CONCLUSION

76. On an overall consideration of the material on record, this Authority finds that the permanent disconnection and physical removal of the meter took place on 30.12.2025 and that the final meter reading was 34,183 kWh.
77. The Respondent has satisfactorily explained that the date 08.02.2026 appearing against the said reading in one of the billing records was an inadvertent system-related error and was not the actual date of meter removal. Nevertheless, the incorrect entry demonstrates a deficiency in the accuracy of the consumer's billing record and required subsequent clarification and correction.
78. The Respondent has subsequently reconciled the consumer's account, including the allowance of ₹14,153/- and refund of Security/ACD of ₹3,745/-. The further amount of approximately ₹1840/- has also been stated to have been refunded on 21.09.2026. The Respondent is, however, required to furnish a final certified reconciliation of the account so that no ambiguity remains regarding the final credit/debit position.
79. The delay in refund of the Security/ACD beyond the prescribed period of seven days constitutes a departure from the applicable regulatory time-limit. Since the governing provision does not prescribe a separate fixed compensation for such delay, no additional compensation is awarded under that provision. Any interest or other consequence expressly provided by the applicable regulatory framework shall, however, be given effect to after verification of the relevant dates.
80. With regard to SOP compensation for bills raised after disconnection, the applicable SOP provision prescribes compensation of ₹500/- for each case where a bill is raised even after disconnection on the consumer's request, with the default reckoned from the time the consumer makes the complaint.
81. On the present record, however, the final account document relied upon by the Respondent bears the endorsement "NOT TO PAY", and the evidence conclusively establishes that a post-disconnection payable demand bill was actually raised upon or served on the Appellant. Accordingly, the prescribed ₹500/- compensation is allowed.
82. The delay in preparing the final bill post disconnection on 30.12.2025 is a violation as per Schedule-III of Standard of Performance for Distribution Licensee Regulations



2015, as such a penalty of Rs 500/- is allowed in accordance with the SOP Regulations 2015.

83. The Appellant's claim of ₹1,00,000/- for mental agony and health-related consequences and his prayer for action against individual officers are not established on the evidence available and are therefore declined.
84. In view of the above, the order dated 24.07.2026 passed by the Learned CGRF, Chandigarh in Complaint No. H-70/2026 is modified to the limited extent indicated hereinabove, and the present Appeal/Representation is disposed of in the following terms.

G. ORDER

In view of the findings and conclusions recorded above, the present Appeal/Representation is partly allowed and disposed of with the following directions:

1. It is held that the electricity connection was permanently disconnected and the meter was physically removed on 30.12.2025 pursuant to PDCO No. 020/023 dated 30.12.2025, with the final meter reading recorded as 34,183 kWh.
2. CPDL shall ensure that the incorrect date 08.02.2026, appearing against the final meter reading in the earlier billing record, is corrected in the consumer account and that the correct date of final meter reading, i.e. 30.12.2025, is reflected consistently in its records.
3. Within 15 days of receipt of this order, CPDL shall furnish to the Appellant a certified final account statement showing all charges, credits, adjustments and refunds from the date of application for permanent disconnection up to the date of final closure of the account, including:
 - (a) final meter reading of 34,183 kWh;
 - (b) allowance/adjustment of ₹14,153/-;
 - (c) Security/ACD of ₹3,745/-;
 - (d) refund stated to have been made on 05.08.2026;
 - (e) further refund stated to have been made on 21.09.2026; and
 - (f) the final balance in the consumer account.
4. CPDL shall furnish to the Appellant certified copies of PDCO No. 020/023 dated 30.12.2025 and the meter-removal/final-reading record.
5. The Respondent's submission regarding refund of approximately ₹1,840/- on 21.09.2026 is taken on record. CPDL shall furnish the transaction details and corresponding ledger entry to the Appellant. If any balance remains payable after final reconciliation, the same shall be refunded to the Appellant within 15 days thereafter.
6. Since ₹3,745/- has already been refunded on 05.08.2026, no further principal amount is payable under this head. CPDL shall, however, verify whether any interest or other consequence is payable under the applicable Supply Code/regulatory provision by reason of refund having been made beyond the prescribed period of seven days and, if so, shall pay the same to the Appellant within 15 days.



7. CPDL shall pay a penalty of Rs 500/- for each case of issuing bill post disconnection and Rs 500/- for delay in preparing Final Bill beyond seven days in accordance with the applicable SOP provision.
8. CPDL shall also verify the date of registration and resolution of the Appellant's billing complaint(s) and determine whether any compensation is payable under the applicable SOP provision governing delay in resolution of billing complaints. Any compensation found mandatorily payable shall be credited/paid to the Appellant in accordance with the applicable Regulations.
9. The Appellant's claim for ₹1,00,000/- towards mental agony, alleged deterioration of health and harassment is declined, for the reasons recorded in the Findings and Analysis.
10. The prayer for action against individual officers is declined, there being insufficient material on record to establish deliberate misconduct or mala fide conduct by any identified officer.
11. CPDL shall internally examine the circumstances in which the date 08.02.2026 came to be reflected against the final meter reading and shall take appropriate corrective measures in its billing/accounting system.
12. CPDL shall submit a compliance report to this Office within 30 days from the date of receipt of this order, enclosing documentary proof of compliance with the above directions.
13. The Learned CGRF, Chandigarh shall be informed of this order for information and record.
14. The order dated 24.07.2026 passed by the Learned CGRF, Chandigarh in Complaint No. H-70/2026 stands modified to the above extent.
15. All other prayers of the Appellant, not specifically granted herein, stand rejected.
16. There shall be no order as to costs.

Ordered accordingly.


(C M Sharma)
5/10/26

Dated: 5.10.2026

Ombudsman (JERC)