BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA
Bays No. 33-36, Ground Floor, Sector–4, Panchkula-134109
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(Regd. Post)

Appeal No. : 97 of 2023 (R)
Registered on: 21.03.2025
Date of order: 16.06.2025

In the matter of:

Appeal under Section 42 (6) of the Electricity Act 2003 read with Regulation 2.48 B and 3.16 of HERC (Forum and Ombudsman) Regulation, 2020 against the order dated 25.08.2023 passed by CGRF DHBVNL, Gurugram in case No. DH/CGRF-4540/2023.

M/s Indraprastha Gas Limited, BSNL Office, Near Rajesh Pilot Chowk, Sector-19, Rewari through Mr. Sapan Dhir, Advocate — **Appellant**

Versus

1. The Executive Engineer Operation, DHBVN, Dharuhera
2. The SDO Operation, Sub Division DHBVN, Dharuhera/Jonawas — **Respondent**

Before:
Shri Rakesh Kumar Khanna, Electricity Ombudsman

Present on behalf of Appellant:
Shri Sapan Dhir, Advocate
Shri Deepak Nirwal, IGL
Shri Akshay Goyal, IGL

Present on behalf of Respondents:
Smt. Sonia Madan, Advocate
Sh. Ashish Mittal, SDO, DHBVN

ORDER

A. M/s Indraprastha Gas Limited has filed an appeal against the order dated 25.08.2023 passed by CGRF, DHBVNL, Gurugram in case No 4540 of 2023. The grounds of appeal are as under:

1. That the present appeal is filed before this Hon'ble Authority under Section 42 (6) of the Electricity Act, 2003 against the impugned illegal demand raised by respondent No. 1 vide impugned letter dated 14.03.2023 & the impugned order dated 25.08.2023 passed by respondent No. 2-the Corporate Forum for Redressal of Consumer Grievances for redressal of grievances of the consumers constituted in Dakshin Haryana Bijli Vitran Nigam according to the guidelines by the State Commission in Complaint No. 4540/2023.
2. That the Appellant herein Indraprastha Gas Limited is registered under Companies Act, 1956 having its registered office at IGL Bhawan, Plot No. 4, Community Centre, Sec-9, R.K Puram, New Delhi- 22. The Petitioner 12 is engaged in the business of providing clean energy solutions to the people of Rewari, Dharuhera via India supplying Compressed Natural Gas (CNG) as vehicular fuel through its CNG stations and Piped Natural Gas (PNG) to Domestic, Industrial, and Commercial customers. The Petitioner, a public utility company was established in the year 1998 as a joint venture company between GAIL (India) Limited, Bharat Petroleum Corporation Limited and the Government of Delhi to lay, build and operate the City Gas Distribution (CGD) network in Delhi and adjoining areas such as Faridabad, Gurugram, Noida, Ghaziabad, Rewari Etc.. The Petitioner Company was set up to comply with the direction & of the Hon'ble Supreme Court of India regarding expansion of CNG network in Delhi, passed in the matter of M.C. ·Mehta vs. Union of India and Others (W.P.(C)

No. 13029/1985). The direction was issued for introduction of an alternate fuel in the form of CNG to mitigate pollution levels in the City and its implementation monitoring is being done by Environment Pollution (Prevention & Control) Authority. The present Appeal is being filed through the Authorized Representative of the Appellant Company, Mr. Anurudra Dutt who is authorized to represent, act, appear, plead and also sign and execute the Appeal, documents and papers on behalf of the Appellant Company vide authorization letter dated 10.03.2025 and is competent to file this present Appeal before this Ld. Authority.

3. That the appellant is a public utility company catering to the needs of more than 15,50,000 domestic as well as industrial consumers around Delhi NCR region by supplying natural gas in the form of CNG to transport sector and PNG to Industrial, Commercial and Domestic sector. It will not be out of place to mention that the appellant is manufacturing and supplying the essential commodity (i.e. CNG and PNG) to general public and any hindrance to such supply of essential commodity directly impacts the day to day life of general public and is against the public interest.

4. That in year 2017, in order to meet the increasing demand for CNG in the newly designated geographical area of Rewari, Appellant opened a facility for providing CNG for Light Commercial Vehicles (hereinafter referred as "LCV") at the CGS, Rajpura Dharuhera. Further, to facilitate the said supply of CNG to CGS Rajpura Dharuhera, one compressor and associated equipment were duly installed on the premises.

5. That the Respondent No. 1 herein is a state-owned power distribution utility Company which is responsible for distribution and transmission of electricity in state of Haryana. Respondent No. 1 is an independent statutory body corporate formed under the provision of the Haryana Electricity Reform Act, 1997 to reform the production and transmission of electricity in state of Haryana.

6. That the Appellant has setup a facility for providing CNG for the Light Commercial Vehicle (hereinafter referred as "LCV") at the CGS, Rajpura Dharuhera. Further, to facilitate the said supply of CNG to CGS Rajpura Dharuhera, one compressor and associated equipment were duly installed on the premises.

7. That before installation of the compressor and other equipment, the Appellant calculated, for the operation of CGS plant for which an electricity load of approximately around 10 KWH per month will be required, agreeing upon the requirement of the consumption of the Electricity, the Respondent No. 1 agreed to supply electricity at a certain rate, per KWH unit, accordingly, the Respondent No. 1 installed a meter at Appellant's CGS plant to precisely record the electricity supplied to the Appellant, based on the usage of electricity in the said plant at Rajpura Dharuhera.

8. That as per the consumption of the Electricity, the Respondent No. 1 agreed to supply electricity at a certain rate, per KWH unit, accordingly, the Respondent

No. 1 installed a meter at Appellant's CGS plant to precisely record the electricity supplied to the Appellant, based on the usage of electricity in the said plant at Rajpura Dharuhera.

9. That based on the usage of the Electricity supplied and its usage the Respondent No. 1 used to raise the invoices on monthly basis, as per the reading recorded in the said electric meter. Accordingly for the same the Appellant used to pay the said invoices within the stipulated time mentioned in the invoices.

10. That around November, 2019, the Appellant was in need of an enhanced load of electricity, accordingly, the Appellant requested Respondent No. 1 to increase the load from 10 KWH to 100 KWH, which was increased by the said Respondent on request of Appellant and a new meter was installed, however, it is pertinent to mention here that the electricity that was being utilized by the Appellant was around 26KWH which was very less than the estimated usage of 100 KWH.

11. That further, when the new meter was installed, the initial reading of meter was 31 KWH, however, it was observed by Appellant that even after enhancement of electricity load, the meter reading did not increase and the same invoice of around Rs. 16,000/- to Rs. 18,000/- was being issued by Respondent No. 1.

12. That it is apparent that the new meter that was installed by the Respondent No. 1 was faulty and it was recording wrong reading for the usage of the electricity by the Appellant, regarding the same Appellant made numerous communications to the said Respondent and brought to the said Respondent's notice.

13. That from time and again the Appellant kept on following up on the issue regarding the faulty meter raised by the Appellant, however, no heed was paid to the said request made by the Appellant. Being aggrieved by inactions of Respondent No. 1, Appellant was constrained to issue a letter on 24.12.2021 inter alia stating that for last 6 months, Appellant is paying the charges for electricity on an average usage basis and further requested you to fix the electric meter and raise the invoice on actual usage basis, however, after receiving the said letter, the said Respondent only gave false assurances that meter will be fixed, but no action was ever taken by the said Respondent Further, Appellant kept on sending several intimations and visits to office of Respondent No. 1, but all the request by Appellant to fix the meter went to deaf ears.

14. That on 14.03.2023, the Appellant was in utter shock and surprised by the letter dated 14.03.2023 received from the Respondent No. 1 along with the audit report dated 09.03.2023 attached stating that as per the audit conducted by the said Respondent, it was found that the account of the Appellant i.e. 4164481000, was assessed less than the actual amount and raised arrears of Rs. 97,51,464/- to be paid by Appellant. Further, in the said letter you also stated that the Appellant should file its objections, if any, within 7 days from receipt of said letter. It is important to mention here that the Audit report dated 09.03.2023

clearly states that the average bills previously raised by Respondent No. 1 were incorrect and the meter was found defective.

15. That the Respondent No. 1, instead of fixing the faulty meter, raised a demand based on the usage of electricity in full capacity i.e. 100kW and also levied variable cost on the basis of taking maximum unit consumption per day i.e., 1600 units which is higher than the Appellant's average unit consumption based on number and type of equipment drawing the electricity.

16. That on 20.03.2023, Appellant while raising the objections vide its letter dated 20.03.2023 to aforementioned audit report and the letter dated 14.03.2023 issued by Respondent No. 1 inter alia stated that Appellant was getting average bill from March, 2020 due to faulty meter, which was informed to the said Respondent from time and again, however, no action was ever taken by you to fix the faulty meter.

17. That in response to the above said letter dated 20.03.2023, respondent No. 1 DHBVN sent another letter dated 22.03.2023 to the appellant intimating that only fixed charges have been levied in the electricity bill and no energy consumption charges have been taken out therein. Vide this letter, the respondent DHBVN threatened the appellant for disconnection of the supply to the appellant. A copy of the said letter dated 22.03.2023.

18. That thereafter vide letter dated 04.04.2023, the appellant once again requested the respondent DHBVN for reconsidering the matter and revising the assessment.

19. That in the meantime, on 18.04.2023, Appellant after estimating the electricity consumption, filed a request for reduction of electricity load from 100 KWH to 6 KWH vide Transaction ID No. 239170 dated 18.04.2023. However, vide letter dated 24.04.2023, while citing the reason for the pending half margin as pointed out in the audit report dated 09.03.2023, Respondent No. 1 rejected the said request of the appellant qua reduction in load of electricity and directed Appellant to pay the pending illegal liability of Rs. 97,51,464/- within three days.

20. That even thereafter, an electricity bill no. 416441947100 dated 06.06.2023 for the period from 01.05.2023 to 30.05.2023 was issued with revised demand by the respondent DHBVN by including therein the above said illegal demand of Rs. 9753105.08.

21. That being aggrieved by this unjust situation created by the Respondent inactions, the Appellant had to file a grievance, with respondent No. 2-the Consumer Grievances Redressal Forum, Gurugram (CGRF), constituted by the respondent under section 42 (5) of Electricity Act, 2003, seeking resolution for the discrepancies and deficiency in services provided by Respondent No. 1 to Appellant, which has directed to deposit the amount charged through half margin by the SDO (OP).

22. That upon notice, respondent No. 1 DHBVN submitted its two replies dated 25.07.2023 and 14.08.2023 in response to the said Complaint made to

Consumer Grievances Redressal Forum (CGRF). A copy of the reply dated 25.07.2023 was supplied to the appellant, however, no copy of the reply dated 14.08.2023 has been served upon the appellant either by respondent No. 1 or by respondent No. 2.

23. That thereafter, respondent No. 2-CGRF, vide the impugned order dated 25.08.2023, which was served upon the Appellant only on 07.09.2023 vide letter dated 05.09.2023, despite specifically observing about the failure/gross negligence of the officers of Respondent No. 1 and directing disciplinary action against them, has illegally and arbitrarily disposed of the said complaint of the appellant by directing it to deposit the amount charged through half margin (The order contemplates submissions of DHBVN audit team on as it is basis, thereby non-application of mind is evident).

24. That it will not be out of place to mention here that the Ld. CGRF vide order dated 25.08.2023 while rejecting the submission made by the appellant herein that the amount that is being charged by the Respondent is beyond 2 years' limitation under the Electricity Act, 2005, held that the period of limitation will start from the 'date due' i.e. date on which mistake was detected by the Respondent. The relevant para of the impugned order is reproduced herein for your ready referral: "The complainant argued that he is not at fault and the amount charged by the SDO is related to last 3 years and the amount is not recoverable as per electricity act. The SDO argued that by treating the words "first due" to means the date of detection of mistake, would dilute the mandate of the 2 years limitation act provided by section 56 (2), since a mistake may be detected any point of time. The amount charged to the complainant is related energy charges which is payable. The Forum observed and decided to dispose off the case with direction to complainant to deposit the amount charged through half margin by the SDO (OP) being the amount chargeable. The case is closed."

25. That it is also pertinent to mention here that Respondent No. 1 got the knowledge about the faulty meter installed at the premises of the Appellant in and around March, 2020 i.e. the date from which the Respondent No. 1 started issuing the invoices on average basis. Further, the appellant most respectfully states that the issuance of average bill by the Respondent No. 1 itself shows admission on part of the said Respondent that there was some fault in the meter due which they were not issuing the bill as per actual usage of electricity. Furthermore, not only that the appellant orally informed the Respondent No. 1 about mistake in bill which are being issued on average basis, but also the Appellant herein wrote letter dated 24.12.2021 inter alia stating that for last 6 months, Appellant is paying the charges for electricity on an average usage basis and further requested you to fix the electric meter and raise the invoice on actual usage basis, however, no head was ever paid by the said Respondent to such requests of the Appellant even after getting the knowledge of mistake/negligence by the Respondent No. 1. That the respondent no. 1, thereby grossly ignoring the

Clause 7.9 of "Instructions for the Internal Audit Parties/Revenue Audi Parties in connection with perpetual audit of Consumers Accounts etc." published by Respondent No. 1, issued the Half Margin dated 24.04.2023 despite being aware that verification of record is pending qua letter dated 24.12.2021.

26. That it will not be out of place to mention here that due to arbitrary and illegal disconnection of electricity by the Respondent No. 1, the Appellant is constrained to run the CGS plant by generating electricity through their generators, which consume the natural gas, however, the generation of electricity though said generators is not only costly but also only limited supply of electricity is generated from such generators.

27. That since the appellant was in process of filing the appeal before this Hon'ble Authority and also requesting respondent No. 1 to regularise its connection w.e.f. 24.03.2020 till 15.05.2023 despite multiple reminders. However, even before expiry of said period of 30 days given to the Appellant to approach this Hon'ble Authority, Respondent No. 1, in blatant violation of principles of natural justice, illegally and malafidely disconnected the electricity connection of the Appellant on 28.09.2023 and that too after the sun-set. This has malafidely been done by respondent No. 1 in order to arm-twist the Appellant for extorting the monies illegally from it. Respondent No. 1 illegally and arbitrarily disconnected the electricity supply to the Appellant and starting harassing Appellant to pay the unlawful and exorbitant amount which was illegally raised by Respondent No. 1.

28. That it is to be kindly noted that IGL is serving public interest by supplying essential commodity i.e. natural gas to transport, domestic, industrial and commercial customers and as such disconnection is highly exaggerated action taken by DHVBN totally disregarding due process of law.

29. It is pertinent to mention here that the appellant is currently supplying gas from CGS Dharuhera to all the CNG stations located in Rewari, Dharuhera and some part of Gurugram, for which average withdrawal of gas on daily basis is almost 170000 scmd. In domestic and industrial segment, the appellant is supplying gas to more than 50 industries in Dharuhera Region and approx. 3000 household are consuming natural gas that sums up around 50000 SCMD gas on daily basis. As per PNGRB guidelines, odorant must be mixed with natural gas before supplying to city network, as natural gas is odorless in nature, hence the appellant has installed a Odorisation unit as CGS Dharuhera, where it injects smelling agent in natural gas so that any leakage in household or industry can be identified by sniffing. Odorisation unit requires electricity supply to run 1.5 kW motor for injection of odorant in natural gas. Now the appellant is operating odorant unit on gas generator, which we need to keep it operationalized 24X7. In case of breakdown of generator, there might be lead to stoppage of Odorisation in gas. Electricity connection is required for floodlights in premises keeping in view the safety and securities of assets. The appellant

had laid steel pipeline in city for supplying gas to CNG stations and other industries. As per PNGRB guidelines, integrity of steel pipeline needs to be maintained by installing PCP (permanent cathodic protection) system for which electricity supply is required. The appellant is not able to keep the PCP unit in operation due to disconnection of electricity supply. Furthermore, scada system is being installed at CGS for immediate closure of valve in case of any emergency. Electricity supply is required for efficient operation of scada system, which the appellant is unable to do because of supply disconnection. Therefore, the appellant humbly craves that its electric connection be immediately restored.

30. Aggrieved by the malafide actions of the Respondent, the Appellant herein was constrained to issue a legal notice to the Respondent on 29.09.2023 via e-mail as well as courier inter alia directing them to reconnect the electricity supply to the Appellant at its CGS plant, Dharuhera. Further, in the said legal notice, the Appellant also requested the Respondent to issue a revised electricity bill based on the actual consumption of electricity by the Appellant. However, no heed was paid by the Respondent to the said legal notice dated 29.09.2023.

31. That as per the aforementioned action of the Respondent No. 1, it is evident from the several previous invoices issued by the Respondent No. 1 that the average consumption of electricity, when the CGS plant of Appellant is working at full capacity, is around 10 KWH per month, higher load of 100 kwh was taken due to safety equipment installed in premises of the Appellant, which do not run on daily basis because they are kept for emergency if any but due to unjustified and arbitrary invoices raised by the said Respondent, without it being based on any reasonable calculation, the said Respondent kept on paying you the invoice amount on time, without there being any delay.

32. That due to gross negligence by Respondent No. 1, Appellant has been forced to pay the arbitrary and unjustified amount without any factual basis and is being mortified and undue influence is being put upon Appellant to bear the losses due to admitted mistakes on part of Respondent No. 1, which even respondent No. 2 has also not considered/dealt with at all, while passing the impugned order dated 25.08.2023. It is most respectfully submitted that Appellant reserve its rights to initiate appropriate legal proceedings seeking refund of extra amount paid to Respondent for arbitrary and illegal invoices raised by them.

33. That it is pertinent to mention here that the appellant had earlier also approached this Hon'ble Authority by way of Appeal No. 97 of 2023 dated 05.10.2023 and when the same was not being taken up, the appellant also approached the Hon'ble Punjab and Haryana High Court, Chandigarh by way of CWP-24575-2023, in which the Hon'ble High Court issued notice of motion to the respondents, however, in the meantime, on 30.11.2023, respondents had filed their reply dated 29.11.2023 before this Hon'ble Authority.

34. That to the said reply, the appellant had filed its detailed rejoinder dated 19.01.2024 and ultimately, this Hon'ble Authority passed an order dated

23.01.2024, whereby declining the above said Appeal No. 97 of 2023 filed by the appellant. In this regard, the copies of the detailed rejoinder dated 19.01.2024 of the appellant and order dated 23.01.2024 of this Hon'ble Authority.

35. That thereafter, the appellant had to file an amended CWP-24575- 2023 before the Hon'ble High Court on 19.02.2024, to which the respondents filed amended written statement dated 15.07.2024.

36. That the above said CWP-24575-2023 came up for final hearing before the Hon'ble Punjab and Haryana High Court, Chandigarh on 12.03.2025, whereupon the Hon'ble High Court has been pleased to set aside/quash the earlier order dated 23.01.2024 passed by this Hon'ble Authority and relegated the appellant again to this Hon'ble Authority by directing this Hon'ble Authority to decide the matter on merits within a period of 03 months from the order dated 12.03.2025 and also to decide qua release of temporary connection, during the pendency of this appeal.

37. That ultimately aggrieved by the above-mentioned facts, the Appellant is approaching this Ld. Forum for redressal of his grievance on the following grounds:

a) That the impugned demand letter dated 14.03.2023 and the impugned order dated 25.08.2023 of the respondents are not justified due to the merit and factual aspect of the case;

b) That it is pertinent to mention here that the Internal Audit Manual of the respondents itself stipulates in its Clause 7.9 with regard to disposal of half-margins by sub-division office that "…where any site checking or verification of record etc. is involved the half margin should be returned within 7 days of its issue…", but in the instant case, no such procedure was adopted by the respondents prior to issuance of the impugned demand letter dated 14.03.2023.

c) That the impugned demand letter dated 14.03.2023 and the impugned order dated 25.08.2023 of the respondents are erroneous, contrary to law applicable in the present case;

d) That the Appellant has always paid the invoices raised by the Respondent;

e)That the Appellant vide letter dated 18.04.2023 requested the Respondent reduction of electricity load from 100 KWH to 6 KWH, which was also illegally rejected; In this regard, it is respectfully submitted that even in a similar plant of the appellant used for operating City Gas Station (CGS) at Ajmer (Rajasthan), where the similar machines and equipments are installed i. e. 1200SCMH compressor package, the appellant has been running the said plant on 18 Kw load sanctioned, where average electricity being consumed per kg is 0.00537 kw/kg.

f) In Ajmer GA unit, the average cost of electricity is 11.23 per unit whereas in Haryana, it is 6.65 + surcharges @ Rs. 2 per unit). Ajmer Vidhyut Vutran

Nigam Limited had issued following invoices/bills for operating CGS plant in Ajmer at 18kw in the past three months:

Bill Month	Electricity Charges	Unit Consumed	No. of days	Quantity of Gas Compressed
December, 2025	Rs. 25,623	2887	30 days	445399 kg
January, 2025	Rs. 354.85	47	35 days	30300 kg
February, 2025	Rs. 4779	558	31 days	175011 kg

g) As such, the load requested by the appellant was only for the purpose of emergency and is not being used at all, therefore, it has to be reduced and the impugned demand cannot be made on the basis of highest load.

h) That the meter installed by the Respondent in the premises of the Appellant was not in operation since Nov, 2020 which was intimated to the Respondent on numerous occasions;

i) That in the month of March 2023 as per the regular audit conducted by the Respondent on the premises of the Appellant found that the meter installed is defective;

j) That the invoice raised by the Respondent is based on the wrong computation which is not sustainable in the eyes of law and the average bill raised by the defendant is based on the defective meter;

k) That on numerous occasions the Appellant requested the Respondent and its concerned department to reduce the sanctioned load, regarding which the same no heed was paid by the Respondent and further raised the invoices on more than the average consumption;

l) That the Appellant is not shying away from paying the bills but the same need to be according to the reduced load of electricity.

PRAYER

It is most respectfully prayed that the records of this case be summoned and this Hon'ble Authority may kindly be pleased to:-

A. Allow this appeal under section 42 (6) of the electricity act, 2003 read with regulation 2.48 (B) and 3.16 of Haryana Electricity Regulatory Commission notification.

B. quash/set aside the impugned order dated 25.08.2023 passed by respondent no. 2- Consumer Grievances Redressal Forum and the impugned illegal and arbitrary demand of Rs. 97,51,464/- raised by respondent no. 1 vide impugned letter dated 14.03.2023.

C. issue an appropriate order or direction directing 26 the respondents to re-consider and accordingly revise the electricity bills to be paid by the appellant by deducting therefrom the abovesaid illegal and arbitrary demand of Rs. 97,51,464/- on reduced electricity load of 6 kwh, by accepting the request of the appellant for reduction of electricity load from 100 kwh to 6 kwh.

D. issue an appropriate order or direction, on an interim basis, directing the respondents to immediately restore the electric connection in question of the appellant, during the pendency of the present petition.

E. issue an ex-parte ad-interim order staying the operation of the abovesaid illegal demand raised by respondent no. 1 vide impugned letter dated 14.03.2023 & the impugned order dated 25.08.2023 passed by respondent no. 2, during the pendency of the present petition.

F. issue such other order or direction in favour of the appellant, which this Hon'ble authority may deem fit and proper in the facts and circumstances of the case.

G. issue such order or direction in favour of the appellant for the losses sustained by appellant on account of running its operations on generator due to illegal and arbitrary disconnection of electricity by respondent.

B. Hearing was held on 26.03.2024, in compliance to the order dated 12.03.2025 passed by Hon'ble Punjab and Haryana High Court in CWP No. 24575 of 2023 vide which it has been directed to the Electricity Ombudsman to pass afresh order in appeal No. 97 of 2023 filed by the petitioner within a period of 03 months from the date of receipt of a certified copy of this order. Both the parties were present. The counsel for the appellant submitted that they have requested for releasing a temporary connection, during the pendency of this Appeal. As per contra, Counsel for the Respondent submitted that the appeal was received by her today only and requested for adjournment upto 2-3 days for arguments.

Accordingly, the matter is adjourned and shall now be heard on 01.04.2025.

C. Hearing was held on 01.04.2025 on the interim application filed by Indraprastha Gas Ltd. for restoration of electricity connection. Respondent filed their written arguments in response to Interim Application. Both the parties were heard as regards interim relief.

Hearing was held on 01.04.2025, as scheduled. During the hearing, the Counsel for the appellant averred that his unit is public limited company for supply of natural gas to the domestic, industrial and commercial customers of Rewari and Dharuhera and was regularly paying bill as per the demand raised by the respondent. Around March, 2020, Respondent started monthly bills on average basis, they were not issuing bill as per actual usage of electricity. In December 2021, appellant submitted an application for issuing bills on actual usage basis but respondent did not pay any heed to the request of the appellant and kept on issuing the bills on

average basis. Even in the audit report it was mentioned that JE-incharge intimated meter was smoky and reading was not readable and no periodical checking was done by the M & P wing which was the fault of Respondent. Audit party raised a demand of Rs. 97,51,464/- and appellant is not liable to pay the said amount for the fault of Respondent. Also referred that the similar unit is being run by him in Rajasthan and he is ready to pay bill in line with the demand raised by Ajmer Distribution Company, Rajasthan. The meter was defective since year 2020 and despite their request the same was not checked in time, it was emphasized that since the meter was not checked in time the fault lies on them for not having rectified the defect in time to raise correct electricity bills. They cannot now be asked to pay huge amount. The Appellant is currently operating on gas generator, which they need to keep operationalized 24x7. This loss is irretrievable and shall be considered for granting interim relief for restoration of electricity connection. Respondent belatedly checked the meter and raised demand considering the total load as 100 KWH, which is illegal and exorbitant and requested for release of temporary connection immediately during the pendency of the present petition.

Counsel for the respondent contented that it is not disputed by the Appellant that the meter installed at their premises was non-operational. The Appellant has consumed electricity for the period September, 2020 till March, 2023 and has been charged only fixed charges and zero consumption charges. He also referred to various judgments to state that the present case does not meet the threshold for any interim relief. There is no prima facie case in favour of the Appellant as the demand for arrears has been raised in accordance with law. The balance of convenience rests in their favour as the Appellant has already benefitted himself by not paying the proportional charges for consumption of electricity and there is no question of irreparable loss as in the event the present appeal succeeds, the Appellant would be held entitled for the adjustment of amount. It was further stated that the interim relief sought by the Appellant is the same as the final relief sought in the appeal. Since the load was enhanced on the request of the Appellant, their averment that the operational load is just 1/10th is not acceptable. The operational load cannot be assumed on the mere saying of the appellant. It was also submitted by the Counsel for the respondent that before December 2020 when the meter was replaced appellant is bound to pay the charges and respondent also submitted the bills for September 2019 and October 2019 for reference. It was further submitted that the periodical checking could not be made frequently owing to COVID-19 and even if there is any negligence in the same, the same cannot absolve the Appellant from paying for the electricity consumed by them. The Appellant was equally duty bound to pursue for operation of meter and should not have continued to use electricity without any consumption charges.

I have heard both the parties and perused the case laws referred by them. The Appellant is seeking restoration of electricity connection. The electricity is an essential service and the Appellant CGS Plant is involved in critical business

operations for providing CNG to Light Commercial Vehicle, the demand for which is increasing every day. Apparently, the demand raised by Nigam is in accordance with the regulations of HERC and sales circulars. The negligence of officers of Nigam in conducting the checking belatedly does not absolve Appellant of their liability to pay for electricity consumed and be beneficiary of power at the cost of other consumers of the State.

However, the question here is regarding restoration of electricity connection in interim, which is an essential service. Grant of interim relief to a party who fails to establish his right may cause great injustice or irreparable harm to the party against whom it was granted and alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm. While considering the grant of equitable interim relief, it is to be considered that whether the comparative inconvenience which is likely to issue from withholding the same will be greater than that which is likely to arise from granting it. Considering the same, I am of the opinion that Appellant should be restored electricity connection subject to such conditions that shall ensure that the scheme of regulatory framework is upheld and Nigam is also not adversely affected. In this case, prior to installation of new meter in November, 2020 the load of the Appellant was running around 10 KWH per month. The Respondent also submitted bills for September, 2019 and October, 2019 i.e. 2 months before replacement of meter.

At this stage, considering all facts and circumstances, I am of the view that interest of justice would be met if the electricity connection of the Appellant is restored subject to deposit of provisional charges as per Sales circular of Nigam recalculated at previously sanctioned load of 10 KWH. In view thereof, Respondent is directed to re-calculate demand provisionally by considering the load as 10 KWH in line with the HERC Regulations and Sales circular after adjusting the amount already deposited by appellant and security charges, if any, before raising final demand. The electricity connection be restored within a period of 7 days after deposit of final demand. It is, however, made clear that the Appellant shall complete all formalities, pay charges/deposits, as is required for release of temporary connection under the prevailing regulations. The same is not only binding but also pertinent to safeguard the larger interest in case of any future default by the Appellant. This relief has been given to decide interim application, without prejudice to final outcome of petition.

Final reply be submitted by Respondent counsel within 15 days from the date of this order with a copy to Appellant's counsel.

The matter is adjourned and shall now be heard on 06.05.2025.

D. The SDO respondent on 05.05.2025 has submitted reply, which is reproduced as under:

1. The present reply is being filed through Sh. Ashish Mittal working as SDO/Operations, Sub-Division Jonawas (hereinafter referred to as 'Respondent No. 1'), who is competent to file the present reply as well as fully

conversant with the facts and circumstances of the case on the basis of knowledge derived from the record. All submissions are made in the alternative and without prejudice to each other. Nothing submitted herein shall be deemed to be admitted unless the same has been admitted thereto specifically.

2. The Appellant has filed an appeal seeking setting aside of the order dated 25.08.2023 vide which Ld. Corporate CGRF upheld the recovery to be made from the Appellant for an amount of Rs. 97,51,464/- as the bill was being generated on zero consumption basis since September, 2020 and the accounts needs to be overhauled after detection of the fact that the meter was not recording the actual consumption. Consequently, it has been prayed that the demand of Rs. 97,51,464/- raised by the Respondent be set aside as illegal. The Appellant is also seeking revision of electricity bills to be paid by the Appellant considering reduced load of 6 KW and accepting the request of the Appellant for reduction of electricity load from 100 KW to 6KW.

3. That along with the main petition, the Petitioner has also filed interim application, seeking immediate direction to the Respondent to immediately restore the electricity connection in question. The said application was disposed by the Hon'ble Ombudsman vide Order dated 01.04.2025.

PRELIMINARY SUBMISSIONS/ OBJECTIONS:

A. DEMAND OF RS. 97,51,464/- RAISED BY THE RESPONDENT IS VALID, LEGAL AND AS PER THE REGULATORY FRAMEWORK:

4. The relief sought by the Appellant is essentially to get release of load without deposit of arrears of connection. The relief sought is contrary to the express provisions of the regulatory framework governing the supply and distribution of electricity by the Respondent licensee within the State of Haryana. It is imperative to note that it is not disputed by the Appellant that the meter installed at their premises was non-operational and showing constant bill for the period September, 2020 till March 2023. The only dispute that has been raised is that the demand made in accordance with the Order of the Haryana Electricity Regulatory Commission and Sales Circular of the UHBVN issued in pursuance to such orders has been raised belatedly and the meter was not checked in time despite request of the Appellant.

5. Before adverting to the contentions of the Appellant on merits, the Respondent sets out hereunder a brief background of the instant Appeal which would amply establish that the Ld. CGRF had rightly dismissed the relief sought by the Appellant –

A1. BRIEF BACKGROUND: -

6. Indraprastha Gas Ltd. (herein referred to as 'Appellant') is a consumer of DHBVN bearing account no. 4164481000 having a CGS plant under S/Divn. DHBVN, Dharuhera (Respondent No. 1). Initially the Appellant applied for an

electricity load of 10KWH per month and the same was approved by Respondent No. 1, thereby installing a meter at Appellant's CGS plant.

7. In December, 2019, the Appellant requested the Respondent No. 1 to increase the load from 10 KWH to 100 KWH. The aforesaid request of the Appellant was approved by Respondent No. 1 and the connection was released by the operation team on 24.02.2020 as per DHBVN Sale Circular D-22/2-14 and D-1/2019. In regard to this, intimation was sent to the Xen, M&P team, DHBVN Bhiwani in order to regularise the connection of the Appellant. A copy of Application form dated 23.12.2019 submitted by the Appellant in this regard is appended herewith marked as Annexure R-1.

8. However, due to CTs of meter being in open position, the reading could not be recorded and the bills of the Appellant were charged on zero consumption basis and only fixed charges were levied on the Appellant's account. In an audit conducted by the Audit team of Respondent, it was observed that the reading of the meter installed at the premises of the Appellant seems to be incorrect. Regarding the same, Respondent No. 1 inspected the premises of the Appellant on 15.03.2023 wherein it was observed that all the 3 CTs were in open position and hence, the reading could not be recorded. The same is evident from the Inspection Report dated 15.03.2023. A copy of Inspection Report dated 15.03.2023 is annexed herewith as Annexure R-2.

9. After the checking of the meter on 15.03.2023, the CT's were set right and thereafter, the meter accuracy was checked, which was found in permissible limit and the net meter reading was started with one (1). In view of the foregoing, the Appellant was charged Half Margin 67/2022 dated 09.03.2023 amounting to Rs. 97,51,464/- against zero consumption bill. The Appellant was duly informed in this regard vide notice dated 14.03.2023. It is pertinent to mention herein that the aforesaid amount has been charged as per the Sale Circular No. D-28/2013 dated 19.06.2013 issued by Respondent No. 1. A copy of the aforesaid Sale Circular No. D-28/2013 dated 19.06.2013 is annexed herewith marked as Annexure R-3.

10. The fact of the matter is that the Appellant had been regularly receiving electricity bills which were far lesser than the electricity consumption and previous bills. The non-operation of the meter was therefore, well within the knowledge of the consumer. The sole ground on merits raised by the Appellant is that they cannot be made liable for an inordinate delay in checking the meter.

A2. BILL RAISED BY THE RESPONDENT IS IN TERMS OF THE REGULATIONS FRAMED UNDER THE ELECTRICITY ACT, 2003, VALID AND PERFECTLY LEGAL –

The Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014 provides conditions for billing in case where the meter is not operating being defective, dead or burnt etc. Needless to state that the

foregoing Regulations framed by the Hon'ble Commission partake the character of subordinate or delegated legislation having the force of law. Regulation 6.9 of HERC Electricity Supply Code Regulations, 2014 reads as under –

" 6.9 Procedure for billing under special circumstances

6.9.1 Billing in case of defective/sticky/dead stop/burnt meter

(1) In case of defective/sticky/dead stop /burnt meter, the consumer, during the period of defective meter, shall be billed provisionally in the following manner.

(a) On the basis of the consumption recorded during corresponding period of previous year when the meter was functional and recording correctly.

(b) In case the same is not available, then on the basis of average consumption of the past 6 months immediately preceding the date of the meter being found/reported defective.

(c) If period of installation of meter is less than six months, then the consumer shall be billed on the basis of average consumption of the period from the date of installation of the meter to the date of the meter being found/reported defective.

(d) In case no previous correct consumption data is available, owing to new connection or otherwise, the consumer shall be billed provisionally for the units as mentioned in the table below:-

xxx

Based upon the above data, the consumer shall be billed (provisionally) for the units as mentioned in the table below:-

Sr. No.	*Category*	*No. of units in kWh or kVAh (as the case may be) per kW of the connected load or part thereof or per kVA of the contract demand per month.*	
		Consumers fed through Rural feeders	*Consumers fed through Urban feeders*
1	*LT industries having load upto 20 KW*	*160*	*200*
2	*LT industries having load above 20 KW*	*160*	*320*
3	*Public water works*	*180*	*360*
4	a) *Street / public lighting* b) *Independent hoarding/ decorative lighting*	*240*	*300*
5	*Bulk supply (On LT)*	*150*	*240*

	Bulk Supply (On HT)	*180*	*360*
6	*HT Industrial Supply*		
	a)*Continuous Process Industry*	*192*	*480*
	b)*General Industry*	*160*	*240*
7	*Agriculture Supply*	*160*	*160*
8	*Railway traction and DMRC*	-	*480*

11. Further, the similar provisions are incorporated and circulated vide Sales Circular of the Respondent Nigam dated 19.06.2013. The premises of the Appellant had the electricity connection under the category of HT industry fed through industrial feeder (urban mode). As per the Sales Circular No. D-28/2013 dated 19.06.2013 issued by Respondent No. 1, when any consumer under the said category is billed in case of event where no previous correct consumption data is available, the estimated no. of units for HT industry in kWh has to be taken as 480 kWh/48000 kVAh per month, meaning thereby, estimated no. of units consumed in a day comes out to be 1578 kVAh. It is relevant to mention that the reading was not recordable for the period of 911 days, i.e., from 01.09.2020 to 01.03.2023 which is evident from Annexure A-3 . Therefore, the total number of units consumed for 911 nos. of days for which the reading was not recordable is calculated to be 1437633 kVAh.

12. As per the Sale Circular No. D-14/2022 dated 17.05.2022 (Annexure R-4), the tariff per kVAh is Rs. 6.65, which makes the total amount to be charged for 1437633 kVAh comes out to be Rs. 95,60,259/. Further, as per the Sale Circular No. D-32/2021 dated 20.08.2021 (Annexure R-5), 2% Panchayat Tax shall be applicable on the electricity bill charged. The said 2% amount on Rs. 95,60,259/- comes to Rs. 1,91,205/-. Therefore, the amount levied by Respondent No. 2 is being calculated as Rs. 97,51,464/- (Rs. 95,60,259/- + Rs. 1,91,205/-). Thus, the provisional bill issued after the detection that the meter reading was not being recorded due to open CTs is valid, legal and in terms of the regulatory framework.

B. THE DEMAND OF THE CONSUMER APPELLANT TO WAIVE OFF DEMAND OF ANY ARREARS DESPITE ACKNOWLEDGING DEFAULT IN THE METER AND HAVING CONSUMED ELECTRICITY FOR THE SAID PERIOD IS AGAINST THE SCHEME OF THE ELECTRICITY ACT AND THE LARGER INTEREST -

13. The contention of the Appellant to the effect that they shall be restored electricity connection without any payment is against the principle of Fairness and Equity and would lead to unjust enrichment. Admittedly, the Appellant has consumed electricity for the period November, 2020 till March, 2023 and has been charged only fixed charges and zero consumption charges. It is beyond reasonable acceptance that the Appellant shall be allowed to sit and enjoy zero charges for electricity consumed and refuse any payment of arrears on the pretext that demand has been subsequently raised on checking of meter.

14. It is relevant here to refer to the judgement of the Hon'ble Apex Court in case of Paschimanchal Vidyut Vitran vs. M/S Dvs Steels & Alloys Pvt. Ltd.& Anr. Dated 7 November, 2008 (Enclosure RJ-1), wherein it was observed as follows:-

"A stipulation by the distributor that the dues in regard to the electricity supplied to the premises should be cleared before electricity supply is restored or a new connection is given to a premises, cannot be termed as unreasonable or arbitrary. In the absence of such a stipulation, an unscrupulous consumer may commit defaults with impunity, and when the electricity supply is disconnected for non-payment, may sell away the property and move on to another property, thereby making it difficult, if not impossible for the distributor to recover the dues. Having regard to the very large number of consumers of electricity and the frequent moving or translocating of industrial, commercial and residential establishments, provisions similar to clause 4.3(g) and (h) of Electricity Supply Code are necessary to safeguard the interests of the distributor. We do not find anything unreasonable in a provision enabling the distributor/supplier, to disconnect electricity supply if dues are not paid, or where the electricity supply has already been disconnected for non-payment, insist upon clearance of arrears before a fresh electricity connection is given to the premises."

The ratio of law, as is deducible from the foregoing judgment, is to ensure that a consumer must pay for the benefit enjoyed by them and the cost involved therein shall not be passed on to the other consumers of the State.

C. THE BILL RAISED BY THE RESPONDENT IS NOT BARRED BY LIMITATION AND SECTION 56(2) OF THE ACT:

15. It is further submitted that the Appellant's claim is anchored on the ground that the demand has been belatedly raised by placing reliance on Section 56(2) of the Act, however, the contentions of the Appellant lack merit on account of the fact it is well trite law laid down by the Hon'ble Supreme Court in M/S Prem Cottex v. Uttar Haryana Biljli Vitran Nigam Ltd and others (2021 SCC Online SC 870) ("Prem Cottex") (Enclosure RJ-2) and the decision rendered in the case of Assistant Engineer (D1)Ajmer Vidyut Vitran Nigam Limited and another v. Rahamatullah Khan @ Rahamjulla (2020) 4 SCC 650 ("Rahamatullah Khan") (Enclosure RJ-3) that (i) the electricity charges become 'first due' only after the bill is raised, even though the liability would have arisen on consumption; and (ii) Section 56(2) of the Act does not preclude the licensee from raising an additional or supplementary demand after the expiry of the period of limitation prescribed therein in case of a mistake or bonafide error.

16. For the purpose of better understanding, it is apt to extract hereunder Section 56 (2) of the Act:

"Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity."

17. It is a matter of record that as soon as the non-operation of the meter came to the notice of the Respondent, the meter was checked. Since the non-operation of the meter came to light during audit investigation, and accordingly the demand for arrears was raised by the Respondent immediately after checking as per the binding regulations framed under the Electricity Act, 2003. The question of deficient billing came to the notice of the Respondent only in March 2023. It is pertinent to mention here that the meter in question is a digital meter, which need not be checked for accuracy every month. The Respondent system reflects data with respect to lakhs of consumers and there is all likelihood of the updation of certain meters not coming to notice unless there is a grievance raised in that respect by the consumer. Therefore, as per Section 56(2) of the Act, the electricity charges became 'first due' in March, 2023. The Respondent is not precluded from raising demand, for which the cause of action itself arose on checking of the meter during audit investigation in March, 2023.

18. Reliance in this regard is placed upon M/S Prem Cottex v. Uttar Haryana Biljli Vitran Nigam Ltd and others (M/s Prem Cottex) (Enclosure RJ-2) it was held that if a licensee discovers in the course of audit or otherwise that a consumer has been short-billed, the licensee is certainly entitled to raise demand. In the said case, M/s Prem Cottex was served with a 'short assessment notice' by the Respondent, claiming that though the multiplying factor (MF) was 10, it was wrongly recorded in the bills as 5. As an outcome, there was short billing to the tune of Rs. 1,35,06,585/¬. Prem Cottex was called upon to pay the amount as demanded. The two major issues that were dealt with by the Court were – Whether the raising of additional demand, by itself would tantamount to any deficiency in service; and the Applicability of Section 56(1) and (2) to this case. The Hon'ble Supreme Court observed as under:

"The raising of an additional demand in the form of "short assessment notice", on the ground that in the bills raised during a particular period of time, the multiply factor was wrongly mentioned, cannot tantamount to deficiency in service. If a licensee discovers in the course of audit or otherwise that a consumer has been short billed, the licensee is certainly entitled to raise a demand…

Coming to the second aspect, namely, the impact of Sub-section (1) on Sub-section (2) of Section 56, it is seen that the bottom line of Sub- section (1) is the negligence of any person to pay any charge for electricity. Sub-section (1) starts with the words "where any person neglects to pay any charge for electricity or any some other than a charge for electricity due from him".

Sub-section (2) uses the words "no sum due from any consumer under this Section". Therefore, the bar under Sub-section (2) is relatable to the sum due under Section 56. This naturally takes us to Sub-section (1) which deals specifically with the negligence on the part of a person to pay any charge for electricity or any sum other than a charge for electricity. What is covered by section 56, under sub-section (1), is the negligence on the part of a person to pay for electricity and not anything else nor any negligence on the part of the licensee.

In other words, the negligence on the part of the licensee which led to short billing in the first instance and the rectification of the same after the mistake is detected, is not covered by Sub-section (1) of Section 56. Consequently, any claim so made by a licensee after the detection of their mistake, may not fall within the mischief, namely, "no sum due from any consumer under this Section", appearing in Sub-section (2)." (Emphasis supplied)

19. In the present case, the question of short billing came to the notice of the Respondent only in March, 2023 when the meter was found non-operational during investigation. It is pertinent to mention here that the system reflects data with respect to lakhs of consumers and there is all likelihood of the defect in certain meters not coming to notice unless there is a grievance raised in that respect. Consequently, the period of limitation prescribed under Sub-section (2) of section 56 of the Act, qua the instant case, cannot be said to have commenced until March, 2023. Thus, the period for limitation shall not start to run until March, 2023.

20. It is further submitted that the interpretation of Section 56(2) of the Act, as settled by the Hon'ble Supreme Court in the case of Prem Cottex and Rahamatullah Khan, has been followed in various similar matters by the High Courts wherein it has been held that the limitation period of two years as provided in sub-section (2) of 56 of Electricity Act, 2003, is not applicable in respect of the amount which has become due on account of a mistake in the billing. Reference in this regard may be made to the ruling of the Punjab & Haryana High Court in M/s Raj Palace Hotel v. Dakshin Haryana Bijli Vitran Nigam Limited & Ors. CWP-29337-2022 (Enclosure RJ-4) and ruling of Calcutta High Court in M/s Prabhu Poly Pipes Limited v. West Bengal State Electricity Distribution Company Limited And Others (2022) 11 CAL CK 0097 (Enclosure RJ-5).

21. The Hon'ble High Court of Bombay was seized of a matter in Brihanmumbai Municipal Corporation Vs. Yatish Sharma and Ors. MANU/MH/0049/2007 (Enclosure RJ-6), wherein the tariff was changed between 19/1/2000 and 27/5/2000, and the readings of the electronic meter were not taken. A supplementary bill was raised by the Petitioner Corporation therein on the basis of the average monthly consumption. The consumer raised a grievance before the Consumer Grievance Redressal Forum. The matter ultimately reached the Ombudsman, wherein it was held that the supplementary bill was raised after a period of four years from the date when it became first due and, hence, the amount was not recoverable under Section 56(2) of the Electricity Act, 2003. The

Ombudsman order was challenged before the Hon'ble High Court of Bombay. The Hon'ble High Court ultimately set aside the order of the Ombudsman and held that a sum can be regarded as due from the consumer only after a bill on account of the electricity charges is served upon him. It was observed as follows:

"The reference to a charge for electricity due from a person to the licensee or, a generation company occurs in two contexts in the provisions of Section 56. The first context is Sub-section (1) of Section 56 in which a neglect to pay a charge for electricity due to a licensee or a generating company can form the basis of a disconnection of supply of electricity if a notice of 15 clear days is given. The second context is Sub-section (2) of Section 56 in which the recovery of a sum due from the consumer under the section is restricted to a period of two years from the date when such sum first became due. In construing the expression "due" the interpretation that is to be placed must be harmonized so as to be applicable both in the context of Sub-section (1) and Sub-section (2) of Section 56. A sum cannot be said to be due from the consumer unless a bill for the electricity charges is served upon the consumer. Any other construction would give rise to a rather anomalous or absurd result that a disconnection of supply would be contemplated even without the service of a bill. Though the liability of a consumer arises or is occasioned by the consumption of electricity, the payment falls due only upon the service of a bill. Thus, for the purposes of Sub-section (1) and Sub-section (2) of Section 56, a sum can be regarded as due from the consumer only after a bill on account of the electricity charges is served upon him. In fact, under the later part of Sub-section (2) of Section 56 an exception is carved out to the principle that no sum due from the consumer shall be recoverable after a period of two years from the date when such sum became due. The exception is that when such sum is shown continuously as recoverable as arrears of charges for electricity supply. In other words where a bill continues to show the sum recoverable as arrears of charges for electricity supplied, the sum due can fall for recovery even after the expiry of a period of two years."

(Emphasis Supplied)

22. Furthermore, the High Court of Karnataka in Sri Balaji Agro Industries vs. The Managing Director, GESCOM and Ors. MANU/KA/3456/2017 (Enclosure RJ-7), was also seized of a matter wherein a belated demand was raised by the licensee on account of a miscalculation by the meter reader. The grievance of the Petitioner therein was that the demand was barred by limitation in view of provisions of Section 56(2) of the Act. The Hon'ble High Court however observed and held that the payment falls due upon service of a bill. The calculation of period of two years is only from the date of knowledge and not from the date on which the first amount became actually due, and the period of limitation commences only when the mistake is discovered. The relevant extracts are being reproduced hereunder for ready reference:

"...It is clear that this Court has conclusively held that the calculation of period of two years is only from the date of knowledge and not from the date on which the first amount became actually due.

...

In the light of the law laid down by the Apex Court, the contention of the petitioner that the limitation commences to run within two years from the date on which the first payment became due, cannot be accepted.

The Apex Court has clearly held that the period of limitation commences only when the mistake is discovered..."

23. In the case of Tata Steel Limited versus Jharkhand State Electricity Board (MANU/JH/0415/2007) (Enclosure RJ-8) before Hon'ble High Court of Jharkhand, supplementary bills were raised upon the consumers on account of short charged amount of the load factor rebate due to a mistake of the licensee, and one of the major grounds which was taken was that supplementary bills cannot be raised for a period beyond two years in view of section 56(2) of the Electricity Act, 2003. This point was decided by the Hon'ble High Court holding that the liability may be said to be created earlier in accordance with the tariff, but the amount of short payment became due only after the realization of mistake and the assessment of short charged amount, and on raising the bill for the same by the electricity board. It has also been held that since the amount of impugned bills was never demanded earlier, the same cannot be said to be due at any earlier time. Accordingly, the Hon'ble High Court held that the impugned bill cannot be said to be barred or unrecoverable under section 56(2) of the Electricity Act, 2003.

24. It is to be noted that the foregoing decision of the Hon'ble High Court of Jharkhand was challenged in appeal in Tata Steel Ltd. vs. Jharkhand State Electricity Board and Ors. MANU/JH/0597/2007 (Enclosure RJ-9) before the Division Bench, whereby the appeal was dismissed and the judgment passed by the learned Single Judge was approved, by making the following observations:

"...we are of the view that when the consumer consumes electrical energy, he becomes liable to pay the charges for such consumption but, thereafter, when the Board raises bills as per the tariff, making specific demand from the consumer for payment of the amount for consumption of electrical energy then only the amount becomes "first due" for payment of such consumption of electrical energy.

In view of the above findings, we further hold that the period of two years as Section 56(2) of the Electricity Act, 2003 would run from the date when such demand is made by the Board, raising the bills against consumption of electrical energy." (Emphasis Supplied)

25. In view of the foregoing judicial precedents, it is well settled that the computation of period of limitation of two years in terms of Section 56(2) of the Act is only from the date when the demand is raised after the same having come to notice of the Licensee. Thus, even in the present case, the period of limitation commenced only when the

meter was found non-operational and the demand was raised in March 2023. Thus, the disputed bill is within the period of limitation and is not barred under Section 56(2) of the Act.

26. It is submitted that there is no infirmity in the impugned order passed by the Ld. CGRF. In light of the foregoing submissions, the contentions of the Appellant and the grounds taken in the appeal are not maintainable in the eyes of law and the present appeal shall be dismissed forthwith.

In view of the submissions made hereinabove, it is respectfully submitted that the demand raised by the Respondent vide letter dated 14.03.2023, upheld by the Corporate CGRF vide Order dated 25.08.2023, is in consonance with the legal provisions governing the present case, perfectly valid and legal and hence, the present appeal be dismissed.

PARA-WISE REPLY TO THE APPEAL

1. The contents of this para, being reference to the Appeal filed by the Appellant under Section 42 (6) of the Electricity Act, 2003 against the demand raised by Respondent No. 1 vide letter dated 14.03.2023 and impugned order dated 25.08.2023 passed by the Corporate CGRF, are a matter of record.
2. The contents of this para, being reference to the address and business of the Appellant, are a matter subject to verification.
3. The contents of this para, being reference to details of Appellant business, are the subject matter of verification.
4. The contents of this para, being reference to details of Appellant business, are the subject matter of verification.
5. The contents of this para, being reference to Respondent No.1, are a matter of record.
6. The contents of this para are the subject matter of verification.
7. The contents of this para, being reference to the supply of electricity at the Appellant's CGS plant by Respondent No. 1, are a matter of record.
8. The contents of this para, being reference to installation of meter at Appellant's CGS plant, are a matter of record.
9. The contents of this para, being reference to monthly invoices raised by Respondent No. 1 as per the reading of the meter, are a matter of record.
10. The contents of this para, being reference to Appellant's request to extend the electricity load from 10 KWH to 100 KWH, are a matter of record.
11. The contents of this para, being reference to the installation of new meter on account of increased electricity load, are a matter of record.
12. The contents of this para are wrong, incorrect and hence, denied. It is denied that the new meter installed by Respondent No. 1 was defective. It is further denied that in regard to the same Appellant made numerous communications to Respondent No. 1. It is pertinent to mention here that no such communication with regard to

the new meter being not in proper working condition has been found in the official record maintained at Sub-Division Office. Furthermore, the Appellant, admittedly, did not send any email/reminder, which further substantiates that the factum of non-working meter was deliberately not brought to the notice of the Respondent. It is incumbent upon the consumer to report improper working of meter in a timely manner to the Respondent, failing which, the consumption had to be charged as per prevailing instructions. Once the consumer has chosen to enjoy the lesser payment of electricity bills while being in default himself and without informing the Nigam in a timely and responsive manner, he cannot refute payment of electricity bills subsequently as per law. The meter was not recording consumption owing to CT being left open and once set right, the meter started working.

13. The contents of this para are wrong, incorrect and hence, denied. It is denied that the Appellant kept on following up on the issue regarding the faulty meter raised by the Appellant. No such issue was raised by the Appellant. It is further denied that false assurances were given by Respondent No.1. The contentions raised by the Appellant are false and unsubstantiated.

14. The contents of this para, being reference to the Respondent's notice dated 14.03.2023 along with the Audit Report dated 09.03.2023, are a matter of record. It is being reiterated that the 3 CTs were found in open position after the inspection conducted by M&P team on 15.03.2023 due to which no reading could be recorded from the new meter. Therefore, in accordance with the Sale Circular No. D-28/2013 dated 19.06.2013 issued by Respondent No. 1, the Appellant was billed for arrears for an amount of Rs. 97,51,464/-. Further, it is denied that the Audit Report dated 09.03.2023 states that the average bills previously raised by Respondent No. 1 were incorrect. The Audit Report dated 09.03.2023 states as herein below:-

"During the course of audit, it has been observed that the reading of the above consumer was recorded same i.e., 31 of every month since nov. 2020 to onward. Which seems meter defective. As an when audit party point out the same and JE area in charge reported that no parodical checking carried out by M&P wing after repeated request. However, it has also intimated by JE that meter seen smoky no reading readable, and a letter also written to Zen M&P division Bhiwani vide this office Memo no. 5686 dated 5/9/22 (copy attached) so audit has observed that account of the consumer was to be overhauled in view of nigam sale circular D28/2013 (provisionally). So same is here by overhauled as detailed attached.

So you are requested to charge amount of Rs. 9751464/- only after due verification of record.

Total Amount Involved Rs. 9751464/-

Remarks-1 Half margin framed on the basis of record made available to audit."

15. The contents of this para are wrong, incorrect and hence, denied. It is denied that Respondent No. 1 raised a demand based on the usage of electricity in full capacity. It is further denied that Respondent No. 1 levied variable cost on the basis of taking

maximum consumption per day. It is being reiterated that the amount levied is in accordance with the Sale Circular No. D-28/2013 dated 19.06.2013 issued by Respondent No. 1. The premises of the Appellant had the electricity connection under the category of HT industry fed through industrial feeder (urban mode). As per the aforesaid Sale Circular dated 19.06.2013, when any consumer under the said category is billed in case of no previous correct consumption data being available, the estimated no. of units for HT industrial supply (continuous process industry) in kWh has to be taken as 480 kVAh/48000 kVAh per month, meaning thereby, estimated no. of units consumed in a day comes out to be 1578 kVAh. It is relevant to mention that the reading was not recordable for the period of 911 days, i.e., from 01.09.2020 to 01.03.2023 which is evident from Annexure A-3 . Therefore, the total number of units consumed for 911 nos. of days for which the reading was not recordable is calculated to be 1437633 kVAh. As per the Sale Circular No. D-14/2022 dated 17.05.2022 (Annexure R-3), the tariff per kVAh is Rs. 6.65, which makes the total amount to be charged for 1437633 kVAh comes out to be Rs. 95,60,259/. Further, as per the Sale Circular No. D-32/2021 dated 20.08.2021 (Annexure R-4), 2% Panchayat Tax shall be applicable on the electricity bill charged. The said 2% amount on Rs. 95,60,259/- comes to Rs. 1,91,205/-. Therefore, the amount levied by Respondent No. 2 is being calculated as Rs. 97,51,464/- (Rs. 95,60,259/- + Rs. 1,91,205/-) and hence, the Appellant is liable to pay the aforesaid amount.

16. The contents of this para, being reference to the Appellant's letter dated 20.03.2023, is a matter of record. However, it is denied that no action was even taken by the Respondent to fix the faulty meter. It is pertinent to mention here that the meter was not recording consumption owing to CT being left open and not because there was some defect in the meter. As soon as it came to the notice of the Respondent during investigation, the same was set right.

17. The contents of this para, being reference to the letter dated 22.03.2023 of Respondent No. 1, is a matter of record. However, it is denied that Respondent No. 1 threatened the Appellant for disconnection of the supply to the Appellant. The amount of Rs. 97,51,464/- is correct and liable to be charged from the Appellant. The same is evident from the foregoing submissions made by Respondent No. 1.

18. The contents of this para are wrong, incorrect and hence, denied. It is denied that the Appellant vide letter dated 04.04.2023 requested Respondent No. 1 for reconsidering the matter and revising the assessment. It is relevant to mention here that no such letter has been found in the official record maintained at Sub-Division Office. Even otherwise, the demand raised by the Respondent vide letter dated 14.03.2023 was valid and legal and no review or re-assessment of same was required.

19. The contents of this para, being reference to Appellant's request dated 18.04.2023 to reduce the electricity load, is a matter of record. However, the said request was rejected as the payment of half margin was still pending for the Appellant's account.

The said request was duly responded upon by the Respondent vide letter dated 24.04.2023.

20. The content of this para, to the extent it states that an electricity bill no. 41661947100 dated 06.06.2023 was raised with revised demand of Rs. 97,53,105.08, are a matter of record. However, it is denied that the revised demand was raised by Respondent No. 1 was illegal. Detailed submissions in this regard have already been made in the foregoing paragraphs and not being reiterated for the sake of brevity.

21. The contents of this para, being reference to the complaint filed by the Appellant before the Ld. Corporate CGRF, are a matter of record.

22. The contents of this para, being reference the two replies dated 25.07.2023 and 14.08.2023 filed by Respondent No. 1, are a matter of record.

23. The contents of this para insofar as it refers to the order dated 25.08.2023 passed by Respondent No. 2-Ld. CGRF, are a matter of record. However, it is denied that the said order was served upon the Appellant on 07.09.2023. It is further denied that the Ld. CGRF has illegally and arbitrarily disposed off the complainant of the Appellant. The alleged negligence of officers of Respondent, if any, does not make the Appellant immune from the charges of electricity consumed by them, which has been computed as per prevailing law.

24. The contents of this para are wrong, incorrect and hence, denied. The Ld. CGRF has rightly held that the period of limitation will start from the 'due date' i.e., on which mistake was detected by the Respondent. In response to the Appellant's contention that the recovery of the said amount beyond the period of last two years is not tenable, the Respondent submits that as per Section 56(2) of the Electricity Act, the sum due on account of the negligence of a person to pay for electricity would not be recoverable after the period of two years from when such sum becomes "first due". Meaning thereby, despite the fact that the liability would have arisen on consumption, electricity charges would not become "first due" until the bill has been issued. Detailed submissions on this aspect have been made in the Preliminary Submissions above and the same may kindly be read as part of instant reply.

25. The contents of this para are wrong, incorrect and hence, denied. It is denied that Respondent No. 1 had the knowledge about the faulty meter installed at the premises of the Appellant. In regard to the no actual consumption being recorded in the meter, Respondent No. 1 got the knowledge after the audit was done by Respondent No. 1. It is further denied that issuance of average bill by Respondent No. 1 itself shows admission on part of Respondent No. 1 that the meter was not recording actual consumption. It is relevant to mention herein that the account of the Appellant was billed on zero consumption basis and a fixed charges were charged on the said account. It is denied that the Appellant is paying the charges for electricity on average usage basis. It was time and again communicated to the Appellant that the Appellant's account was charged with fixed charges and no charges were levied as per the electricity usage of the Appellant.

26. The contents of this para are wrong, incorrect and hence, denied. The averments made by the Appellant have no credence in the eyes of law. It is relevant to mention here that the Appellant has failed to adduce any evidence to substantiate its averment made in the instant para.

27. The contents of this para are wrong, incorrect and hence, denied. It is denied that the Appellant has requested Respondent No. 1 to regularise the connection w.e.f. 24.03.2020 till 15.05.2023 despite multiple reminders. It is further denied that Respondent No. 1 illegally and malafidely disconnected the electricity connection of the Appellant on 28.09.2023 after the sun-set and harassed Appellant to pay the unlawful and exorbitant amount. The amount raised by Respondent No. 1 is valid and hence, recoverable form the Appellant.

28. The contents of this para are wrong, incorrect and hence, denied. It is denied that the disconnection of electricity is highly exaggerated action taken by Respondent No. 1 totally disregarding due process of law. Since, the amount due was not paid by the Appellant, Respondent No. 1 was bound to take such adverse action.

29. The contents of this para, as projected, are wrong, incorrect and hence, denied. The business operations of the Appellant, are a subject matter of verification. However, it is made clear that the Respondent Nigam is duty bound to supply electricity to all consumers. However, the consumers are also duty bound to pay for the same in accordance with the regulatory provisions. Considering the requirement of electricity, the Appellant shall make good the arrears of electricity and the electricity connection shall be restored thereafter.

30. The contents of this para are wrong, incorrect and hence, denied. The Appellant failed to pay the amount chargeable as per the electricity bill dated 06.06.2023 and therefore, the electricity connection cannot be re-connected. Further, it is submitted that there is no fault in the aforesaid bill dated 06.06.2023 and therefore, no revised bill can be issued based on the actual consumption of electricity by the Appellant.

31. The contents of this para are wrong, incorrect and hence, denied. The contentions raised by the Appellant are unsubstantiated and meritless. Since the load was enhanced at the request of the Appellant, they cannot say that the operational load is just 1/10th. This assumption lacks prudence and cannot be accepted. Whether the full load runs on daily basis or for certain days in a month, cannot be assumed on the mere saying of the appellant. It is further denied that the Respondent has not made any reasonable calculation. The computation of arrears has been made in accordance with law and is valid and legal. Detailed submissions in this regard have been made in Preliminary Submissions above and the same are reiterated as part of instant reply.

32. The contents of this para are wrong, incorrect and hence, denied. It is denied that due to the gross negligence of Respondent No. 1, the Appellant has been forced to pay the arbitrary and unjustified amount without any basis. Detailed submissions in regard to the amount chargeable has already been made in the foregoing paras and not being reiterated for the sake of brevity.

33-36. The contents of these paras are a matter of record.

37. The contents of this para are wrong, incorrect and hence, denied. The sub para wise submission is being made as hereinbelow:-

a) The contents of this sub-para are wrong, incorrect and hence, denied. The demand of Respondent No. 1 for the amount in dispute is valid and justified as stated in the foregoing paras.

b) The contents of this sub-para are wrong, incorrect and hence, denied. The Instruction Audit Manual referred by the Appellant here is misplaced. The referred clause relates to Disposal of Half Margins, which is followed in cases where record needs to be verified before finalizing audit inspection. The Respondent has followed the due applicable in this case. The relevant condition of manual incorrectly referred to by Appellant is reproduced hereunder for ready reference -

"Disposal of Half-Margins by Auditee Office: The observations made by the Works Audit through Half Margin Memorandum should be scrutinized by the in-charge of auditee office and in case the observations are found in order, immediate compliance should be made and reported to audit otherwise the half margin should be returned duly replied and supporting with relevant instruction/record for verification. The half margins asking any information/data/record etc. should also be disposed-off immediately by expediting the information asked for or by complying to the observations as made in the half margin. The importance of the half margin should not be assessed on the basis of involvement/noninvolvement of the excess payment and all the half margins issued by audit should be disposed off immediately. Where any verification of record etc. is involved the half margin should be returned within 7 days of its issue but before the close of audit inspection."

c) The contents of this sub-para are wrong, incorrect and hence, denied. It is denied that the demand letter 14.03.2023 and the impugned order dated 25.08.2023 of the Respondents are erroneous, contrary to law applicable in the present case

d) The contents of this sub-para are wrong, incorrect and hence, denied. The Claimant has failed to pay the electricity bill dated 06.06.2023. Instead of paying the electricity bill, the Appellant raised this unnecessary issue before the Ld. Corporate CGRF and the Hon'ble Electricity Ombudsman.

e) The contents of this sub-para are wrong, incorrect and hence, denied. It is denied that the Appellant's request dated 18.04.2023 for reduction of electricity load from 100 KW to 6 KW was illegally rejected. It is pertinent to mention here that the said request was rejected on the ground that the dues were not paid by the Appellant. The reference to the other plant of the Appellant is of no avail in the instant case and cannot be a ground to accept

that the operational load of the Appellant is 1/10th of the total load in instant case.

f) The contents of this para are irrelevant for adjudication of present dispute. The reference to bills raised by Ajmer Vidyut Vitran Nigam does not in any manner substantiate the case of the Appellant in the present appeal. The load of the Appellant with respect to Ajmer Vidyut Vitran Nigam is not comparable to the load taken from the Respondent.

g) The contents of this para are unsubstantiated and hence, denied.

h) The contents of this sub-para are wrong, incorrect and hence, denied. It is denied that the default of the meter was intimated by the Appellant to the Respondent on numerous occasions.

i) The contents of this sub-para are wrong, incorrect and hence, denied. It is important to mention that it was not stated in the Audit Report dated 09.03.2023 that the meter was defective. The aforesaid Audit Report states that "which seems meter defective", meaning thereby, it was after the inspection done by the M&P team on 15.03.2023, it became clear that the CTs were in open position due to which readings were not recorded in the meter.

j) The contents of this sub-para are wrong, incorrect and hence, denied. The computation has been duly explained in Preliminary submissions and Para no. 15 of the Para-wise reply to the Appeal.

k) The contents of this sub-para are wrong, incorrect and hence, denied. It is denied that on numerous occasions the Appellant requested the Respondent to reduce the sanctioned load. It is relevant to mention that the Appellant only requested vide letter dated 18.04.2023 to reduce the electricity load from 100 KW to 6 KW. The said demand however, could not be acceded to as the Appellant failed to clear the arrears of the electricity consumption. It is further denied that Respondent No. 1 raised the invoices more than the average consumption. The Appellant failed to adduce any evidence with respect to the averment so made.

l) The contents of this sub-para are wrong, incorrect and hence, denied. The Appellant is unnecessarily dragging the matter wasting the time of this Hon'ble Forum. The dispute amount is valid and justified in the eyes of law. Therefore, the Appellant is liable to pay the said amount.

PRAYER:

It is, therefore, most respectfully prayed that in view of facts and submissions made hereinabove, the present Appeal filed by the Appellant being devoid of merits is liable to be dismissed with exemplary costs.

E. On 06.05.2025, counsel of the appellant had filed misc. application, which is reproduced as under:

1. That the appellant/applicant had filed this appeal alongwith an application for interim order regarding restoration of the electricity connection to the appellant/applicant.
2. That this appeal alongwith the said interim application came before this Hon'ble Tribunal for hearing on 01.04.2025, when this Hon'ble Tribunal was pleased to pass an interim order directing restoration of the electricity connection of the appellant/applicant subject to deposit of provisional charges as per Sales Circular of Nigam recalculated at previously sanctioned load of 10 KWH and the respondents were directed to re-calculate demand provisionally by considering the load as 10 KWH in line with the HERC Regulations and Sales Circular after adjusting the amount already deposited by the appellant and security charges and the electricity connection was ordered to be restored within a period of 7 days after deposit of final demand.
3. That in compliance of the said order dated 01.04.2025 of this Hon'ble Tribunal, the appellant/applicant approached the respondents vide letter dated 08.04.2025 for complying with the said order of this Hon'ble Tribunal and requested them to prepare revised charges as stated in the order and provide the same at the earliest so that restoration of electricity can be done, but till date, the respondents did not pay any heed to the said request of the appellant/applicant and have not provided the revised charges, etc. to be paid by the appellant/applicant. In this regard, the appellant/applicant has already brought this fact to the kind notice of this Hon'ble Tribunal vide various emails, with the copies of the same to the respondents as well, but to no effect. A copy of the said letter dated 08.04.2025 of the appellant/applicant (duly received by the respondents on 08.04.2025 itself) is attached as Annexure A-21.
4. That despite the Appellant meeting all requirements, the respondents have not restored the power connection within the mandated 7-day period illegally and as of the current date, no action has been undertaken by the respondents to adhere to the interim order. The Appellant/applicant is experiencing an irreparable harm and disadvantage owing to ongoing disconnection, particularly considering the critical nature of its activities in providing CNG to Light Commercial Vehicles, etc. This willful action on the part of the Respondents for non-compliance of the abovesaid interim order dated 01.04.2025 of this Hon'ble Tribunal clearly constitutes a gross, blatant & deliberate violation and it also constitutes an act which scandalizes this Hon'ble Tribunal and the whole quasi-judicial system and also lowers the authority of this Hon'ble Tribunal in the eyes of a common man. It also constitutes deliberate interference with the due course of quasi-judicial proceedings and an interference with the administration of justice. It other words, it is a contemptuous act of grossest nature.
5. That it is in the interest of justice, equity and fair play that an appropriate legal action may kindly be taken against the respondents for deliberate non-compliance of the interim order dated 01.04.2025 passed by this Hon'ble

Tribunal and a direction be issued to the respondents to restore the electric connection of the appellant/applicant forthwith.

It is, therefore, respectfully prayed that this application be allowed and an appropriate legal action may kindly be taken against the respondents for deliberate non-compliance of the interim order dated 01.04.2025 passed by this Hon'ble Tribunal and a direction be issued to the respondents to restore the electric connection of the appellant/applicant forthwith, in the interest of justice.

F. On 02.06.2025, counsel of the appellant has filed rejoinder on the reply application, which is reproduced as under:

1. That the contents of this para of the reply are denied for want of knowledge.
2. That in reply to the contents of this para of the reply, it is respectfully submitted that the demand In question raised by the respondents is totally illegal, arbitrary and without there being any fault on the part of the appellant. The fault of the meter had specifically brought to the notice of the respondents vide letter dated 24.12.2021 and instead of taking Immediate action upon the said letter, the respondents had slept over the matter and ultimately, raised a totally frivolous, illegal and arbitrary demand, just to put their fault upon the appellant. So far as the reduction of load is concerned, the appellant has been requesting the respondents that the appellant require only 10 KW load.
3. That in reply to the contents of this para of the reply, it is respectfully submitted that the interim application for restoration of electric connection was allowed by this Hon'ble Tribunal, but the said order passed by this Hon'ble Tribunal was not complied with by the respondents within stipulated period, resulting thereto, the applicant had to move another application for taking appropriate action against the respondents for non-compliance of the order and it was only thereafter, the respondents restored the electric connection of the appellant on 12.05.2025, however, the request of the appellant for restoring electric connection only for 10 KW load was not accepted, regarding which, the appellant moved another application by hand to the respondents on 12.05.2025, but till date, the appellant's load has not been reduced upto 10 KW. In this regard, a copy of the letter dated 12.05.2025 of the appellant is attached as Annexure A-22.

REPLICATION TO PRELIMINARY SUBMISSIONS/OBJECTIONS:-

4. That the contents of this para of the reply are denied as incorrect, baseless and vague. It is denied that the appellant sought release of load without deposit of arrears of connection. In reply to the rest of the contents of this para of the reply, it is respectfully submitted that the appellant had been requesting the respondents to check the defective meter installed by them since the year 2020, but no action has been taken by the respondents nor the said meter was checked by the respondents in time and ultimately, a belated demand has illegally been

raised against the appellant by putting the entire blame on the appellant, just to save them from shirking their duties to check and replace the defective meter in time. The fault of the meter had specifically brought to the notice of the respondents vide letter dated 24.12.2021 and instead of taking immediate action upon the said letter, the respondents had slept over the matter. In this regard, the submissions made by the appellant in the main appeal are also reiterated for the sake of brevity.

5. That the contents of this para are denied as Incorrect, baseless and vague. The Impugned order of learned CGRF Is totally against the law as well as the provisions of the Electricity Supply Manual and the same has been passed without considering the complete facts of the present controversy. In this regard, the submissions made by the appellant in the main appeal are also reiterated for the sake of brevity.

6-7. That the contents of these paras of the reply are admitted being matter of record. However, It Is respectfully submitted that the appellant is supplying gas from CGS Dharuhera to all the CNG stations located in Rewari, Dharuhera and some part of Gurugram, for which average withdrawal of gas on daily basis is almost 170000 scmd. In domestic and Industrial segment, the appellant is supplying gas to more than 50 Industries in Dharuhera Region and approx. 3000 household are consuming natural gas that sums up around 50000 scmd gas on daily basis. As per PNGRB guidelines, odorant must be mixed with natural gas before supplying to city network as natural gas is odorless in nature, hence the appellant has installed a odorization unit as CGS Dharuhera, where it injects smelling agent in natural gas so that any leakage in household or Industry can be identified by sniffing. Odorisation unit requires electricity supply to run 1.5 kW motor for injection of odorant in natural gas. Because of the illegal disconnection by the respondents, the appellant had to operate odorant unit on gas generator which it needs to keep It operationalized 24X7 as in case of breakdown of generator, there might be lead to stoppage of odorization in gas. Electricity connection is required for flood lights in premises keeping in view the safety and securities of assets. The appellant had laid steel/MDPE pipeline in city for supplying gas to CNG stations and other industries. As per PNGRB guidelines, integrity of steel pipeline needs to be maintained by Installing PCP (permanent cathodic protection) system for which electricity supply Is required. The appellant could not be able to keep the PCP unit in operation due to disconnection of electricity supply. Furthermore, SCADA system is being installed at CGS for immediate closure of valve in case of any emergency. Therefore, the appellant had been humbly requesting that its electric connection be Immediately restored, which has now been restored, but that too also, after non-compliance of the interim order passed by this Hon'ble Tribunal and after a

huge drama created by the employees of the respondents at the time of restoration of electric connection at the site.

In this regard, the submissions made by the appellant in the main appeal are also reiterated for the sake of brevity.

8-12. That the contents of these paras are denied as incorrect, baseless and vague. It is denied that the reading could not be recorded due to CTs of meter being in open position. It was only an after-thought. Had it been so, why the respondents have waited for three years. Infact, the meter Installed by them was faulty, which did not record proper reading, qua which the appellant has been requesting the respondents throughout to check, but no heed was paid by them. The appellant cannot be penalize for the fault of the respondents. Admittedly, no inspection was conducted of the premises/electric connection of the appellant prior to 15.03.2023. Even the alleged inspection allegedly conducted by the respondents is totally a bogus inspection and is an afterthought just to save their skin from the action for their own faults. It is pertinent to mention herein that even after the complaint of the Appellant vide letter dated 24.12.2021, no action was taken by the respondent. In fact, no such inspection was carried out nor the appellant has been joined in any such alleged inspection. It Is denied that the bill raised by the respondent is valid and perfectly legal. The alleged Circular dated 19.06.2013 is not applicable in the Instant case as there is no fault on the part of the appellant regarding availability of previous correct consumption. Admittedly, the meter installed by the respondents is faulty and that is why, the respondents were sending average bills, without correcting the meter for getting its proper reading despite numerous requests by the appellant since the year 2020. Likewise, the other alleged circulars mentioned in the reply are also not applicable in the instant case. The allegation of the respondents that meter reading was not being recorded due to open CTs Is only an after-thought and that too, after a period of three years. For the sake of brevity, the submissions made in the main appeal be read in rejoinder to these paras also.

13. That the contents of this para of the reply are denied as incorrect, baseless and vague. It is denied that the appellant's contention is that they shall be restored electricity connection without any payment, however the appellant humbly and respectfully submits that firstly the respondents have not performed their duties in time to check the defective meter installed by them despite repeated requests and then they cannot be allowed to raise an illegal and exorbitant demand of huge amount, for which the appellant is not at all liable to pay for respondent's fault. For the sake of brevity, the submissions made in the main appeal be read in rejoinder to this para also.

14-17. That the contents of these paras of the reply are denied as Incorrect, baseless and vague. The judgements relied upon. In these paras are totally Inapplicable to the facts of the Instant case. The demand in question raised

by the respondents is totally illegal and time barred as the respondents themselves have not taken any action regarding their faulty meter for three years. The fault of the meter has been brought to the notice of the respondents in 2020/2021 only and moreover, as per provisions of Electricity Supply Manual, the respondents are under bounden duty to check the meter and take the reading on monthly/fortnightly basis, which they admittedly did not perform. It is denied that non-operation of the meter came to the notice of the respondent In March 2023. It is also denied that meter in question need not be checked for accuracy every month. Rather in these paras, the respondents themselves admit their faults/lapses. For the sake of brevity, the submissions made in the main appeal be read in rejoinder to these paras also.

18. That the contents of this para of the reply are denied as incorrect, baseless and vague. The judgement relied upon in this para is totally inapplicable to the present controversy as the facts therein are totally different from those of this case.

19. That the contents of this para of the reply are denied as Incorrect, baseless and vague. It is denied that non-operation of the meter came to the notice of the respondent in March 2023. The demand in question raised by the respondents is totally illegal and time barred as the respondents themselves have not taken any action regarding their faulty meter for three years. The fault of the meter has been brought to the notice of the respondents in 2020/2021 only and moreover, as per provisions of Electricity Supply Manual, the respondents are under bounden duty to check the meter and take the reading on monthly/fortnightly basis, which they admittedly did not perform. It is also denied that meter in question need not be checked for accuracy every month. Rather in this para also, the respondents themselves admit their faults/lapses. For the sake of brevity, the submissions made in the main appeal be read in rejoinder to this para also.

20-25. That the contents of these paras of the reply are denied as Incorrect, baseless and vague. The judgements relied upon in these paras are totally Inapplicable to the facts of the instant case. The demand in question raised by the respondents is totally illegal and time barred as the respondents themselves have not taken any action regarding their faulty meter for three years. The fault of the meter has been brought to the notice of the respondents in 2020/2021 only and moreover, as per provisions of Electricity Supply Manual, the respondents are under bounden duty to check the meter and take the reading on monthly/fortnightly basis, which they admittedly did not perform. It is denied that non-operation of the meter came to the notice of the respondent in March 2023. It is also denied that the period of limitation would commence only in March 2023. For the sake of brevity, the

submissions made above in preceding paras as well as in the main appeal be read in rejoinder to these paras also.

26. That the contents of this para of the reply are denied as incorrect, baseless and vague. It is denied that there is no infirmity of the impugned order passed by the learned CGRF. It is also denied that demand raised by the respondents vide letter dated 14.03.2023 as upheld by CGRF vide order dated 25.08.2023 is in consonance with the legal provisions governing the present case, perfectly valid and legal. For the sake of brevity, the submissions made above in preceding paras as well as in the main appeal be read in rejoinder to this para also.

REJOINDER TO PARA-WISE REPLY:-

1-11. That the contents of these paras of the reply do not call for the any rejoinder. However, It is respectfully submitted that the averments made In the appeal by the appellant regarding wrong reading of the meter have not been denied by the respondents.

12-13. That the contents of these paras of the reply are denied as Incorrect, baseless and vague and those of these paras of the appeal are reiterated. It is denied that the new meter Installed was not defective. The Audit Report dated 09.03.2023 Itself specifically mentions that the meter was defective. It is also denied that no communication with regard to the new meter being defective has been received by the respondents. The letter dated 24.12.2021 (Annexure A-2) has been received by them, which has not been denied by the respondents. It Is Inform that hon'ble CGRF found the concerned SDO and JE negligent in performing duty in their order dated 25.08.2023. The baseless contention regarding CTs open etc. are totally an after-thought. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to these paras also.

14. That the contents of this para of the reply are denied as Incorrect, baseless and vague and those of this para of the appeal are reiterated. The alleged inspection dated 15.03.2023 was an after thought by the respondents just to save their skin from their fault and without joining the appellant in the alleged inspection even. As stated earlier, the appellant cannot be penalized for the fault of the respondents and as such, it is not liable to pay the alleged exaggerated amount of Rs. 97,51,464/-. The alleged circular is not at all applicable to the appellant. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

15. That the contents of this para of the reply are denied as Incorrect, baseless and vague and those of this para of the appeal are reiterated. The alleged Circulars and calculations mentioned in this para by the respondents are not applicable in the Instant case as there is no fault on the part of the appellant.

For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

16. That the contents of this para of the reply are denied as incorrect, baseless and vague and those of this para of the appeal are reiterated. From a perusal of records, It is clear that the appellant Informed the respondents about the faulty meter vide its letter dated 24.12.2021 (Annexure A-2), but the respondents did not take any action. The allegation regarding CT being left open is an after-thought. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

17. That the contents of this para of the reply are denied as incorrect, baseless and vague and those of this para of the appeal are reiterated. The respondents have Illegally disconnected the electric connection of the appellant, what to talk of threatening. It is denied that the amount of Rs. 97,51,464/- is correct and liable to be charged from the appellant. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

18. That the contents of this para of the reply are denied as incorrect, baseless and vague and those of this para of the appeal are reiterated. It is denied that the respondents have not received the letter dated 04.04.2023. A bare perusal of the three letters dated 24.12.2021 (A-2), 20.03.2023 (A-4) & 04.04.2023 (A-6) would clearly shows that the same person of the respondents had received all the three letters. As such, the respondents are making false averments that they have not received communications from the appellant. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

19-20. That the contents of this para of the reply are denied as Incorrect, baseless and vague and those of these paras of the appeal are reiterated. It is denied that the revised demand is legal. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to these paras also.

21-22. That the contents of this para of the reply do not call for any rejoinder. However, it is to respectfully bring into notice the observations made in the order dated 25.08.2023 by the learned CGRF. The learned CGRF made the following observations in this regard:

"It was observed that this connection was released by Sh. Avdhesh Kumar SDO and Sh. Sanjay JE. Further XEN M&P Divn., DHBVN, Bhiwani did not visit the premises for 3 years to regularise this HT connection of 100 KW since 24.03.2020 till 15.05.2023. This is a gross negligence by the office of

XEN M&P DHBVN, Bhiwani for which proper disciplinary action may be taken by the SE/OP Circle, Rewari to avoid further any such case. Accordingly, SE/OP Circle, Rewari is directed to submit report to CE (OP) Delhi in this regard within 30 days."

23. That the contents of this para of the reply are denied as Incorrect, baseless and vague and those of this para of the appeal are reiterated. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

24. That the contents of this para of the reply are denied as Incorrect, baseless and vague and those of this para of the appeal are reiterated. The alleged demand raised by the appellant is beyond the limitation and cannot be made. Section 56 (2) & the judgement referred in this para of the reply are not applicable in the Instant case as the facts therein are totally different from the instant case. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to this para also.

25. That the contents of this para of the reply are denied as incorrect, baseless and vague and those of this para of the appeal are reiterated. It is denied that respondents had no knowledge about the faulty meter and that they got knowledge after the audit only. The falsity of this allegation on the part of the respondents is proved from a bare perusal of the letter dated 24.12.2021 (A-2). It is also denied that the appellant is not paying the charges for electricity on average usage basis. It is denied that the appellant was time and again, communicated that its account was charged with fixed charges and no charges were levied as per Its electricity usage. For the sake of brevity, the submissions made In the preceding paragraphs of this rejoinder and the averments made In the main appeal be read in rejoinder to this para also.

26-32. That the contents of this para of the reply are denied as Incorrect, baseless and vague and those of this para of the appeal are reiterated. For the sake of brevity, the submissions made in the preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to these paras also.

33-36. That the contents of these paras do not call for any rejoinder.

In view of the submissions made above, it is, therefore, respectfully prayed that the Instant appeal filed by the appellant be allowed and the reliefs sought therein may kindly be granted, in the interest of justice.

37. That the contents of this para & its sub-paras of the reply are denied as incorrect, baseless and vague and those of these paras & sub-paras of the appeal are reiterated. For the sake of brevity, the submissions made in the

preceding paragraphs of this rejoinder and the averments made in the main appeal be read in rejoinder to these paras/sub-paras also.

It is further prayed that this Hon'ble Authority may kindly be pleased to allow the present appeal of the appellant and set aside/quash the impugned demand raised by the respondents vide letter dated 14.03.2023 and set aside/quash the impugned order dated 25.08.2023 passed by the learned CGRF, in the interest of justice.

It is further prayed that such other order or direction may also be passed/issued in favour of the appellant and against the respondents, keeping in view of the facts and circumstances of the case.

G. Hearing was held on 06.05.2025, as scheduled. During the hearing, both the parties were present. As per the direction issued in the interim order dated 01.04.2025, the electricity connection of the appellant has not been restored by the respondent till date. This non-compliance was viewed very seriously by the undersigned. Accordingly, the Respondent SDO is granted one final opportunity to restore the electricity connection within two days after completion of the formalities by the Appellant. Respondent SDO confirmed to release the connection within two days.

The counsel for the appellant submitted that the details of the demand charges have not been provided by the respondent. The respondent counsel is directed to supply a brief detail of the demand charges directly to the appellant without further delay. The appellant counsel is directed to deposit the demand charges immediately upon receipt.

Further, the respondent counsel has filed a reply to the appellant appeal. The appellant counsel has requested ten (10) days time to file a rejoinder to the said reply.

The matter is adjourned and shall now be heard on 03.06.2025.

H. Hearing was held on 03.06.2025, as scheduled. During the hearing, both the parties were present. Respondent SDO informed that 10 kW electricity connection has already been sanctioned. however, it could not be released due to the non-availability of infrastructure at the site. Appellant counsel stated that the 10 kW electricity connection currently requested has not been released due to ongoing issues with the online portal. SDO (Respondent) was directed to personally facilitate the Appellant in submitting the application online and to ensure that the 10 kW connection is released today itself. Further, SDO (Respondent) was instructed to provide the OK consumption data of the electricity connection in the name of Indraprastha Gas irrespective of the period before next date of hearing. A copy of the same should also be shared with the Appellant.

Further, Respondent counsel requested an adjournment for arguments as her Sr. Counsel was busy in another matter. Accordingly, the matter is adjourned and shall now be heard on 12.06.2025.

I. Hearing was held on 12.06.2025, as scheduled. During the hearing, both the parties were present. During the hearing, the Counsel for the Appellant pointed out that the electricity connection has still not been restored as per the previous order. Counsel for the Respondent and SDO, DHBVN informed that the connection was duly restored yesterday after installation of new cable and the new meter. The SDO also mentioned that the cable of higher capacity was installed being capable of taking load more than 10KW. However, after release of connection there was internal short circuiting and the meter got burnt, for which Nigam cannot be held responsible. Respondent SDO however, undertook that they are in the process of replacing the meter and the connection shall be restored again today. The Respondent is directed to do the needful to restore the connection.

Since arguments in the main matter have been led by both parties today, the final order is reserved and shall be passed through a separate order.

Decision:

After hearing both the parties and going through the record made available on file and issues raised during the hearings it is ordered as under:

The present appeal has been filed by Indraprastha Gas Ltd. against the order dated 25.08.2023 passed by the CGRF upholding the demand of Rs. 97,51,464/- raised by the Nigam vide the letter dated 14.03.2023. Writ petition was filed by appellant in Hon'ble High Court on 19.02.2024 against impugned legal demand raised by Nigam vide letter dated 14.03.2023 and impugned order dated 25.08.2023 passed by corporate forum for redressal of consumer grievances Gurugram. Petitioner further approached Electricity Ombudsman who passed an order dated 23.01.2024 which was also challenged by the petitioner. Hon'ble High Court vide order dated 12.03.2025 directed Electricity Ombudsman to decide the appeal afresh filed by the petitioner within a period of 3 months from the date of receipt of certified copy of order also it was directed in case the petitioner moves an application before electricity ombudsman during the pendency of the appeal for temporary connection the same also be decided within 15 days. Appeal was received in the office of Electricity Ombudsman on 21.03.2025. Both the parties were heard at length on 12.06.2025 and the order was reserved.

It is pertinent to mention at the outset, that the Appellant had also filed an interim application seeking restoration of electricity connection in the interregnum. The said application was heard and an order on the same was passed on 01.04.2025, whereby the electricity connection of the Appellant was ordered to be released subject to deposit of provisional charges as per sales circular of the Nigam recalculated at previously sanctioned load of 10 KW. Subsequent thereto, it was informed that the recalculated amount of Rs. 2,80,474.86 was intimated to the appellant and the application was filed for seeking new connection of 10 KW on 03.06.2025 and the consent for deposit of all applicable charges was given on

09.06.2025. Thereafter, the new connection was released and made operational on 11.06.2025. As is detailed in the interim order dated 12.06.2025 passed in the instant appeal, there was short circuit on 11.06.2025 due to which new meter had to be replaced at the site of the Appellant. As is confirmed by the Respondent SDO, the connection has been again made operational again on 12.06.2025.

On the merits of the Appeal, Counsel for the Appellant argued that the demand raised by the Respondent Nigam is illegal as the meter was defective since 2020 and despite their request, the same was not checked in time. It was emphasized that the Appellant made request to the Respondent for checking of meter vide the letter dated 24.12.2021, which was duly received by the Respondent. However, the Respondent did not come forward to take meter reading and checked the meter only on 15.03.2023. Counsel for the Appellant also referred to the audit report (Annexure A-3) wherein, it was mentioned that during the course of the audit, it has been observed that reading of the consumer was recorded same since November, 2020 and JE area-incharge reported that no periodical checking was carried out by M&P wing after repeated request. Based on the same, it was argued on behalf of the Appellant that they cannot now be made liable to make payment of electricity computed on the basis of provisional charges. Counsel for the Appellant raised objection to the tenability of the demand on the ground that the same is beyond the limitation period of 2 years and the procedure as stipulated in Clause 7.9 of the Internal audit manual has not been followed. It was also contended that the Appellant although filed an application seeking extension of load from 10 KW to 100 KW in November 2019, which was released on 24.02.2020, however, the extra load was not utilised because of widespread of COVID-19 thereafter. In support thereof, Appellant referred to another plant, where average electricity being consumed is 0.00537 kw/kg.

Counsel for the Respondent, rebutted the contentions raised by the Appellant. It was contended that it is not disputed by the Appellant that the meter installed at their premises was non-operational and showing constant bill for the period 24.02.2020 till 15.03.2023. It was mentioned that during the audit, though it was recorded that the meter showed constant reading since November 2020, however, admittedly, the meter was not working owing to CTs being open since 24.02.2020 i.e. when the 100 KW connection was released to the Appellant. It was informed that the demand of Rs. 97,51,464/- has though been computed as per the audit report with effect from November 2020, yet the fact remains that the electricity bill was not based on actual consumption since February 2020. The Respondent inspected the premises of the Appellant on 15.03.2023 wherein it was observed that all the 3 CTs were in open position and hence, the reading could not be recorded. After the checking of the meter on 15.03.2023, the CT's were set right and thereafter, the meter accuracy was checked, which was found in permissible limit and the net meter reading was started with one (1). Ld. Counsel for the Respondent stated that

the demand raised is strictly as per HERC Electricity Supply Code Regulations, 2014 read with Sales Circulars. The Appellant has consumed electricity for the disputed period and has been charged only fixed charges and zero consumption charges. It was refuted that the Appellant repeatedly requested the Respondent to check the meter. She averred that the meter reading is taken by the M&P wing periodically and in case of digital meters, there are chances that the meter is not checked frequently unless a fault is pointed. Counsel for the Respondent emphasized that even if there had been negligence on the part of any officer of the M&P wing, it cannot be lost sight of that it was equally incumbent upon the consumer to have approached the Respondent Nigam in the right earnest in case of electricity bill being issued with zero consumption charges for a period of over 3 years. The consumer cannot be said to have acted diligently by relying upon an isolated letter written in 2021, which is not even found in the record of the concerned office. It will be unjust to permit a consumer of the electricity to sit and enjoy zero charges for the electricity consumed and refuse any payment of arrears on the pretext that the demand has been subsequently raised on checking of meter. This is against the larger interest of the consumers of the State as the Respondent Nigam is a revenue neutral organisation. Ms. Madan also referred to various judgments contending that the demand raised is not barred by limitation and Section 56(2) of the Electricity Act, 2003. It was mentioned that the law in this regard has been well settled in the Judgment of the Hon'ble Supreme Court in M/s Prem Cottex Vs. UHBVNL (2021 SCC OnLine SC 870). Ld. Counsel for the Respondent further emphasised that the extension of load has been consciously sought by the Appellant themselves from 10 KW to 100 KW. It cannot be presumed on the mere saying of the Appellant that the extended load was never utilised by them for a period of over 3 years. The Appellant had not contested the correctness of the computation of the demand made by the Respondent Nigam as per HERC Electricity Supply Code and Sales Circular No. D-28/2013 dated 19.06.2013, as per which the estimated number of units consumed in a day comes to 1578 kVAh.

I have heard both the parties, examined the documents placed on record and perused the case laws referred by them. Based on the same, following issues arises for consideration in the present appeal-

a) Whether the demand raised by the Respondent for payment of electricity charges in March 2023 barred by limitation?

b) Whether the non-issuance of the correct electricity bills for a period of nearly 3 years is on account of the negligence of the officials of the Respondent?

c) Whether the Appellant has acted diligently to bring to the notice of the Respondent Nigam about the incorrect electricity bills being issued to them with zero consumption charges for nearly 3 years?

d) Whether the computation of the impugned demand legal and just?

On the issue of the impugned demand being barred by limitation, it is observed that Section 56(2) of the Electricity Act 2003 provides no sum due

from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due. The Hon'ble Supreme Court in the landmark case of M/s Prem Cottex Vs. UHBVNL (2021 SCC OnLine SC 870); and Assistant Engineer (D1) Ajmer Vidyut Vitran Nigam Limited and another v. Rahamatullah Khan@ Rahamjulla (2020) 4 SCC 650 interpreted the expression 'first due' and held that the electricity charges can be said to have become first due only after the bill is raised even though the liability would have arisen on consumption. Further, it has been held that Section 56(2) does not preclude the licensee from raising an additional or supplementary demand subsequently after period of two years in case of mistake or bonafide error. The Hon'ble Punjab and Haryana High Court as well in the Judgment passed in M/s Raj Palace Hotel V. Dakshin Haryana Bijli Vitran Nigam Limited & Ors. (CWP-29337 of 2022) held that in case of mistake of billing, a period of two years shall start to run from the date when such mistake is discovered by the licensee. I am not in agreement with the contention of Ld. Counsel for the Appellant to the effect that such judgments will not be applicable in the instant case as the Nigam alone is responsible for the incorrect bills being issued for nearly 3 years. I will delve upon the act, conduct and the responsibility of the Appellant and the Respondent in the instant dispute hereunder. However, the fact remains that in the instant case the meter did not show any reading and the said fault was discovered during inspection by the audit, pursuant to which only the demand could be raised. Accordingly, the supplementary bill in the form of impugned demand can only be said to have become first due when the same was raised pursuant to inspection. In that view, I hold that the impugned demand is not barred by limitation.

On the issue of the negligence/default of the Respondent, the facts of the matter amply shows that the officials of the Respondent did not check the meter for a period of 3 years. The JE incharge cannot simply discharge its obligation by stating that M&P wing did not check the meter despite request, as is noted in the audit report. I am also not in agreement with the contention of the Respondent that the fault in the meter did not come to their notice and the letter dated 24.12.2021 could not be traced in the record of the concerned office. However, it has been received by some office of Nigam under his signature on 24.12.2021. During the course of the hearing Counsel of the Appellant also brought to the notice the observation of the CGRF as regards the negligence of the Respondent officials. The CGRF in the impugned order dated 25.08.2023 mentioned as under-

"It was observed that this connection was released by Sh. Avdesh Kumar SDO and Sh. Sanjay JE. Further XEN M&P Divn., DHBVN, Bhiwani did not visit the premises for 3 years to regularise this HT connection of 100KW since 24.02.2020 till 15.05.2023. This is a gross negligence by the office of XEN M&P DHVBN, Bhiwani

for which proper disciplinary action may be taken by the SE/OP Circle, Rewari to avoid further any such case. Accordingly, SE/OP Circle, Rewari is directed to submit report to CE (OP) Delhi in this regard within 30 days."

Respondent SDO was asked during the hearing as regards the disciplinary action taken in pursuance of the order of the CGRF. He mentioned that the action was initiated but fail to inform as regards the decision taken. Evidently, the present dispute emanates from the negligence/ default of the Respondent officials. The Respondent is hereby directed to take strict disciplinary action as per the order of the CGRF and the status of the same shall be apprised to this office within a period of 3 months from the issuance of the present order.

On the issue as to whether the Appellant acted diligently in the matter, the record of the instant case clearly shows that only a single letter was sent by the Appellant in 2021 and thereafter, there is not even a whisper by the Appellant. The contention of the Appellant to the effect that they verbally pursued the matter thereafter is not convincing. Appellant is a company, who is well aware of the legal implications involved in sitting over the faulty electricity bills while enjoying the electricity connection with sanctioned load of 100 KW. The Respondent Nigam is a state exchequer and the consumer is equally responsible in the event he enjoys the service provided while remaining a spectator to the faulty bills being issued to them. Needless to state that the consumer was depositing the incorrect bills with lower charges all throughout but did not raise any objection, as regards the incorrectness of the bills. It is also pertinent to note that not even once did the Appellant sought reduction of load, more so when it is being alleged that their consumption is in fact lower than 10 KW. The conduct of the Appellant does not seem just and reasonable. In that view, the Appellant cannot be said to have acted diligently and has contributed to the default thereby leading to the instant dispute.

The contention of the Appellant that the impugned demand shall be set-aside does not hold good as the Appellant has admittedly consumed electricity and has not paid proportionately for the same. The negligence of officers of Nigam in conducting the checking belatedly does not absolve Appellant of their liability to pay for electricity consumed, more so when the Appellant also has been found negligent. The demand raised by Nigam for an amount of Rs. 97,51,464/- though has been computed as per Electricity Supply Code and the associated Sales Circular, yet the demand is based on provisional computation as there is no evidence of any consumption on 100 KW sanctioned load. Also, the Electricity Supply Code provides that provisional billing based on the units mentioned therein per KW shall be made for a period of 6 months. In the instant case, however, the meter remained un-operational for over 3 years i.e. 24.02.2020 till 15.03.2023, though the impugned demand has been restricted to period w.e.f. November 2020. Respondent SDO, as directed, provided the consumption data for the period 09.08.2019 to 08.02.2020

when the sanctioned load of the Appellant was limited to 10 KW. As per the same average consumption per month in terms of unit bill comes to 1953 KWH. Considering the peculiarity in the facts of the instant case where during the disputed period, there was widespread of COVID-19 and also in wake of the fact that there is no record as regards the consumption pursuant to the release of connection with extended load of 100 KW, it would be equitable and just to hold that the demand for the electricity charges shall be recomputed considering the sanctioned load of 100 KW. Therefore, in the interest of justice and to balance equities, the Respondent is directed to re-compute the demand while considering the actual average consumption at 10 KW load for the period 09.08.2019 to 08.02.2020 as 1953 KWH and proportionately computing the same equivalent to 100 KW by doing so consumption for 100 KW comes out to 1953x10=19530 KWH per month. However, in case of HT connection (having load more than 50 KW) billing is done on KVAH basis when 19530 KWH is converted into KVAH by applying standard power factor of 0.9, KVAH proportionate consumption comes out to 21700 KVAH per month thereby per day consumption comes out to 21700/30=723.33 KVAH. If so calculated per day consumption is applied for 911 days of defective period the total chargeable unit will become 658953 KVAH. The payable amount be calculated on this consumption by applying relevant tariff. Earlier demand raised vide letter dated 14.03.2023 be set-aside.

The total amount payable thereof shall be adjusted against all the payments made by the Appellant till now for the disputed period. The balance amount shall be paid by the Appellant within a period of 3 months from the issuance of this order, failing which the Respondent shall be at liberty to take steps for recovery of the payable amount in accordance with law.

The appeal is disposed off in above terms.

Both the parties to bear their own costs. File may be consigned to record.

Given under my hand on 16th June, 2025.

Sd/-
(Rakesh Kumar Khanna)
Electricity Ombudsman, Haryana

Dated: 16.06.2025

CC

Memo. No.627-633/HERC/EO/Appeal No. 97 of 2023 (R) Dated: 16.06.2025

1. M/s Indraprastha Gas Limited, IGL Bhawan, Plot NO. 4, Community Centre, R.K. Puram, Sector 9, New Delhi
2. The Managing Director, Dakshin Haryana Bijli Vitran Nigam Limited, Vidyut Sadan, Vidyut Nagar, Hisar -125005
3. Legal Remembrancer, Haryana Power Utilities, Shakti Bhawan, Sector- 6, Panchkula – 134109
4. The Chief Engineer 'Operation', Dakshin Haryana Bijli Vitran Nigam Limited, Delhi Zone, Delhi.
5. The Superintending Engineer, Operation Circle, Rewari
6. The Executive Engineer Operation, DHBVN Dharuhera
7. The SDO Operation, DHBVN, Dharuhera/ Jonawas