



## BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA

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(Regd. Post)

**Appeal No.** : 29/2024  
**Registered on** : 10.09.2024  
**Date of Order** : 03.04.2025

**In the matter of:**

**Appeal against the order dated 28.06.2024 passed by CGRF UHBVN Panchkula in complaint no. 157/2024.**

Shri Jagdish Kumar S/o Shri Prem Chand, R/o VPO Barwala, District Panchkula **Appellant**

Versus

1. The Executive Engineer /Operation, UHBVN, Pinjore  
2. The SDO/ Operation, Sub-Division, UHBVN, Barwala **Respondent**

**Before:**

Shri Rakesh Kumar Khanna, Electricity Ombudsman

**Present on behalf of Appellant:**

Shri Jagdish Kumar

**Present on behalf of Respondents:**

Shri Lalit Attrey, Executive Engineer /Operation, UHBVN, Pinjore

Shri Jitender Kumar, SDO/ Operation, Sub-Division, UHBVN, Barwala

### **ORDER**

**A.** Shri Jagdish Kumar has filed an appeal against the order dated 28.06.2024 passed by CGRF, UHBVNL, Panchkula in complaint No. 157/2024. The appellant has requested the following relief: -

1. That the applicant in order to pull his family affairs and to earn the livelihood of the family started a small business of ice-factory and for that purpose the applicant had applied an Electricity Connection for his small ice factory and respondent department had released the same to the applicant vide Account No.AAOZ-0052-X, except the said ice-factory there is no source of income to the applicant or his family members and the applicant and his family members are totally dependent upon the income from the said ice-factory. That the applicant is regularly paying the electricity charges to the department.
2. That the monthly electricity bill of the said electricity connection varies from Rs.30,000/- to Rs.40,000/- and the applicant kept on depositing the same with the respondent department within prescribed time schedule without any fault, photocopies of some of the electricity bills are attached herewith as Annexure A-1 Colly for the kind perusal of this Hon'ble Court.
3. That the applicant was regularly paying the electricity bills and there was no default from the side of applicant however, he was shocked and surprised when he received the bill for the period 30.05.2018 to 30.06.2018 vide Bill No.00011 for Rs.1,61,835/. On receipt of the said inflated bill the applicant immediately approached the respondent department and requested to correct the bill, as the same is inflated one and was not as per actual consumption. But the respondent department directed the complainant first to deposit some amount of the said bill and only thereafter, they will do the needful for the applicant.
4. That accordingly, the applicant deposited an amount of Rs.30627/- with the respondent department. After deposit of the said amount the applicant visited the respondent department on various occasions, but the respondent did not make necessary correction in the said bill and further threatened the applicant either to

- deposit the same otherwise they will disconnect the electricity supply. Thereafter, again the respondent issued another bills for the subsequent period and thereby including the amount of the bill illegally and forcibly.
5. That thereafter also, the applicant made several requests to the respondent to correct the bills in question but the respondent did not pay any heed to the genuine requests of the applicant and threatened the applicant if the applicant failed to deposit the said amount then the respondent will disconnect the electricity supply faced with such situation the applicant challenged the action of the respondent department and challenged the bill by way of consumer complaint no.170 of 2018 on 01.10.2018.
  6. That the respondent department filed reply Annexure A-4 and have submitted that as per the rule of Nigam there are two types of reading i.e. KWH and KVAH and the Reader has to report both the meter reading but in case of applicant concerned meter reader, noted meter reading as per KWH only. However, when on 21.05.2018 the meter was physically checked by vigilance party vide LL-1 No.17/3771 dated 21.05.2018 as per checking there was 9898 units of KWH and 9954 units of KVAH, in the checking the vigilance time does not find any theft or did not find any infirmity it was only noted that the bills be issued in KVAH tariff under intimation to vigilance however the respondent department thereafter without issuing any notice to the applicant issued in bill for the alleged difference for KVAH and KWH for which applicant could not be held responsible. It was submitted that notice bearing no.1165 dated 24.05.2018 for charging pending units was issued and as per the notice the applicant was directed to deposit Rs.1,32,557/-. Whereas no such notice was issued to the applicant.
  7. That the respondent department without issuing any notice and on the basis of self styled calculation without following any procedure added an amount of Rs.1,55,080/- for pending units in bill Annexure P-2 and the applicant paid Rs.30,627/- out of the bill for the month June, 2018.
  8. That since the respondent department filed reply that after filing of reply when the case was fixed for evidence of the applicant then the Consumer Dispute Redresal Forum advised the applicant to withdraw his complaint as the applicant is not a consumer since he is using the electricity connection for commercial purpose and on the advise given by the forum the applicant withdraw his complaint.
  9. That after passing of the above said order the applicant approached the respondent department and submitted the detailed application/representation dated 31.07.2019 and requested the department to withdraw the amount illegally levied the bill but the respondent department uptil today is sitting over the matter and has not decided the representation/application.
  10. That though the applicant application/representation was pending with the respondent department but the respondent department illegally and arbitrarily issued a notice on dated 02.08.2019 to its Junior Engineer for disconnecting the electricity connection and the Junior Engineer of the department has disconnected the electricity connection of the applicant on dated 18.10.2019.

11. That the applicant has filed CWP No.33776 of 2019 and the same was decided by the Hon'ble Punjab and Haryana High Court which was disposed of by the Hon'ble Court with liberty to the applicant to take alternate remedies under the Electricity Act.
12. That since the liberty was granted by the Hon'ble Punjab & Haryana High Court while disposing of the Civil Writ Petition there is no delay on the part of the applicant and by way of present application the applicant has approached the forum.
13. That the applicant has earlier approached before the Hon'ble Punjab and Haryana High Court whereby the Hon'ble High Court has given the liberty to approach before the Court below as per the Electricity Act. The applicant thereafter has moved an application for setting the checking report and the electricity bill dated 30.05.2018 to 30.06.2018 and the notice dated 02.08.2019 for which connection of the applicant has been disconnected. The copy of the application moved by the applicant is attached as Annexure P-1. Along with the application, the other documents i.e. bills, checking reports are attached with this appeal.
14. That the learned Consumer Grievances Redressal Forum has dismissed the application of the applicant vide order dated 23.06.2024. The copy of the application is attached as Annexure P-2.
15. That the learned Electricity Consumer Commission has not taken into consideration that there is no fault of the applicant since 2008. The meter was changed in the year 2008 and thereafter the petitioner is continuously paying the bill and there is no fault at all with the petitioner, therefore, the petitioner cannot be made liable for paying the amount. The applicant has even requested that they can adjust the amount but that request has also not been exhibited.
16. That neither there is any theft nor there is any fault on the part of the petitioner but therefore, the petitioner cannot be held liable for the same.
17. That the respondents are issuing the notice to the applicants. The copy of the notice dated 19.07.2024 is attached as Annexure P-3.
18. That the petitioner has placed on record the various documents along with the application but the same are not considered. The copy of the documents are annexed herewith as Annexure P-4.
19. That the order passed by the learned Court below is completely erroneously without considering that the petitioner is not liable for the same.
20. That the petitioners have no other remedy of revision or appeal against the impugned action of the respondents and petitioner did not avail any remedy or appeal against the impugned action of the respondents except to approach to this Hon'ble Court by way of filing the present petition.
21. That the petitioner has not filed any other such or similar revision petition either in this Hon'ble Court or any other Court of India.

It is therefore, respectfully prayed that the present revision petition may kindly be allowed and further setting aside the order dated 23.06.2024 and to allow the petition of the petitioner and further to stay the operation of notice dated 19.07.2024



AND

Or passed any other appropriate order or direction which this Hon'ble Court deem fit in the peculiar facts and circumstances of the present case, in the interest of justice.

AND

To exempt the certified/true typed copies of annexured, in the interest of justice.

- B.** The appeal was registered on 10.09.2024 as an appeal No. 29/2024 and accordingly, notice of motion to the Appellant and the Respondents was issued for hearing the matter on 15.10.2024.
- C.** Hearing was held on 15.10.2024, as scheduled. Both the parties were present during the hearing through video conferencing. At the outset, the counsel of the appellant submitted that no reply has been received. The respondent SDO vide email dated 14.10.2024 requested for adjournment due to health issue. The respondent SDO is directed to file point wise reply within 10 days with an advance copy to the appellant. Acceding to the request of the respondent SDO, the matter was adjourned for hearing on 12.11.2024.
- D.** The respondent SDO vide email dated 11.11.2024 has submitted reply, which is reproduced as under:

That on dated 21.05.2018, the Vigilance checking team checked the premises of Ice candy factory (proprietor Sh. Jagdish Kumar) A/c No. A2-52 (new Account No. 66250232000), connected load 8.400 kW. The report of site has been prepared by the checking team vide LL-1 No. 17/3771 dated 21.05.2018 in presence of Sh. Jagdish Kumar and received the checking report. The Vigilance checking team in the LL-1 requested to the then SDO Barwala to raise bill as KVAH basis i.e. on actual KVAH reading of the meter instead of converting of kwh with standard formula of PF. The checking team physically noted the reading 10699 as KWH and 15131 as KVAH. On receipt of the checking report, this office calculated the unbilled units in KVAH i.e. the difference of KVAH unit already paid by the consumer as per standard PF and actual KVAH reading found in the meter and a notice bearing no. 1165 dated 24.05.2018 was duly served to the consumer for payments of pending unbilled units i.e. 20712 KVAH, which was not paid by the consumer and in the next month, the meter reader NYG company has reported the reading 11056 KWH and 15655 KVAH and accordingly bill raised for Rs. 1,55,080/- which was not deposited by the consumer. Thereafter due to nonpayment of energy bill, this office has been permanently disconnected his connection vide PDCO No. 233 dated 02.08.2019 on defaulting amount of Rs. 1,72,809/-.

The point wise reply is as under:

1. That the contents of this para are totally wrong and hence denied.
2. The monthly bill had been raised as per reading data of energy meter installed at the premises of M/s Ice Candy Factory (Sh. Jagdish Kumar) averment made in this para are wrong and hence denied.

3. It is incorrect that the consumer had paid the monthly bill regularly, when the bill of actual reading had been raised by this office vide bill no. 00011, but consumer was remained fail to deposited the bill.
4. As per record of this office on dated 08.03.2018 a sum of Rs. 30,000/- had been made by the consumer as part payment out of total bill of Rs. 41,555/- . The bill was rightly issued by this office as per Nigam's instructions, however rest of the averment made in this para are wrong and denied.
5. The consumer is not regular paid the bill.
6. This office has only raised the bill of unbilled units as recorded by the authorized vigilance checking team vide LL-1 no. 17/3771 dated 21.05.2018. Thereafter this office issued a notice to the consumer vide memo no. 1165 dated 24.05.2018 for depositing of amount of Rs. 1,32,557/- for unbilled units.
7. The averment made in this para are wrong and hence denied.
8. The content of this para are wrong and hence denied.
9. The Nigam has rightly charged the payment of unbilled units, so averment made in this para are wrong and hence denied.
10. As the consumer was remained fail to deposit the energy bill due to which this office has disconnected his connection as per norms of the Nigam vide PDCO no. 233 dated 02.08.2019 on defaulting amount of Rs. 172809/-.
11. It is correct that the Hon'ble Punjab and Haryana High Court disposed of the CWO no. 33776 of 2019.
12. The contents of this para are wrong and hence denied.
13. The averment made in this para are baseless, but has only circumvention to hide actual facts of the case.
14. The Hon'ble CGRF fairly passed the order 28.06.2024 in favour of Nigam and against the consumer.
15. The contents of this para are wrong and hence denied.
16. It is the duty of the consumer to pay bill for the units consumed by him, however this office only charged the payment of unbilled units.
17. As the consumer has not comply with the decision of the Hon'ble CGRF so this office has left no option to issue notice to the consumer.
18. The matter was before the Hon'ble Court and both the parties are binding with the decision of the Court.
19. The decision passed by the CGRF is justified as per norms of the Nigam as well as law.
20. The present appeal may please be dismissed for the lieu of justice.
21. This office cannot make any comments on this being matter of record.

It is therefore respectfully prayed that the present revision petition may kindly be dismissed with cost and deemed fit action be allowed against the petitioner.

- E.** Hearing was held on 12.11.2024, as scheduled. Both the parties were present during the hearing through video conferencing. At the outset, the counsel of the appellant submitted that no reply has been received and requested for adjournment. The respondent SDO is directed to provide the copy of the reply immediately. The appellant may submit rejoinder, if any, within 10 days with an advance copy to the respondent. Acceding to the request of the appellant, the matter was adjourned for hearing on 10.12.2024.
- F.** Hearing was held on 10.12.2024, as scheduled. Both the parties were present during the hearing through video conferencing. At the outset, the counsel of the appellant submitted that reply of the respondent has not been received. The respondent SDO submitted that reply has already been sent. The counsel shared with the respondent fresh email ID to provide copy of the reply to response. Accordingly, the respondent SDO is directed to provide the copy of the reply immediately through email. The appellant may submit rejoinder, if any, within 10 days with an advance copy to the respondent. Acceding to the request of the appellant, the matter was adjourned for hearing on 07.01.2025.
- G.** Hearing was held on 07.01.2025, as scheduled. Respondent SDO was present during the hearing through video conferencing. None was present on the behalf of the appellant. The official of this office contacted him on phone and he requested to give next date of hearing as he was unable to join due to some problem. Acceding to the request of the appellant, the matter is adjourned for hearing on 11.02.2025.
- H.** Hearing was held on 11.02.2025, as scheduled. Both the parties were present during the hearing through video conferencing. During hearing, the counsel for the appellant requested for 10 days time to file rejoinder in response to reply. The appellant is allowed to submit the reply within 10 days. Acceding to the request of the appellant, the matter was adjourned for hearing on 28.02.2025.
- I.** The counsel for the appellant vide email dated 02.03.2025 has submitted replication to the reply filed by respondent, which is as under:
1. That the applicant has been regularly paying the electricity bills and there was no default from the side of the applicant. The monthly bill of the applicant used to come around Rs. 30,000 to Rs. 40,000 and the applicant has always paid bill regularly within time without any fault. There was no default from the side of the applicant but on 30.05.2018 he received bill No.00011 for Rs.1,61,835/ which is the inflated bill. The applicant had immediately approached the respondent and respondent directed applicant to deposit some amount which would be the lump sum of the average bill that the applicant had been paying.
  2. That the applicant had deposited Rs.30,000/ in the account of the respondent. The applicant has never misused the meter. In Para No.6 of the petition it has been mentioned that the applicant has never done any theft even in the report it has been mentioned so. The report has been annexed as Annexure A-5. As per the report, there are two types of reading i.e. KWH and KVAH and the reader has to report both the meter readings but in the case of the applicant they have noted meter readings as per KWH only and



checking was done by the vigilance department and as per the checking there were 9898 units of KWH and 9954 units of KVAH units and the vigilance did not find any theft in the report and the respondent department without issuing any notice to the applicant had issued bill annexure P-2 for the alleged difference of KVAH and KWH and for that the applicant cannot be held responsible.

On Merits: -

1. That the contents of para No.1 and 2 of the written statement are wrong and denied. However, the para of the petition is reasserted.
2. That the contents of Para No.3 of the written statement is wrong and denied.
3. That in reply to Para No.4 of the written statement is matter of record.
4. That the contents of Para No.5, it is submitted that the department has never calculated the units correctly as stated by them. The petitioner has been regularly paying the bill upto the miscalculated bill was issued towards him.
5. That in reply to other Paras the plea had already been taken in the petition and correct facts have been mentioned qua Para No.7 to 21.

It is, therefore, respectfully prayed that the petition of the petitioner may kindly be allowed, in the interest of justice.

**J.** Hearing was held on 04.03.2025, as re-scheduled. Both the parties were present during the hearing through video conferencing. During the hearing, the counsel for the appellant intimated that replication application filed in response to the reply submitted by the respondent SDO. Per contra, respondent SDO intimated that copy of the replication application has not been received. The appellant is directed to provide copy of the replication application as filed and respondent SDO is directed to file reply if any, within 7 days with an advance copy to the appellant. The matter is adjourned and shall now be heard on 14.03.2025.

**K.** Hearing was held 02.04.2025, as re-scheduled. Both the parties were present through video conferencing. During the hearing, Respondent SDO informed that they had submitted a pointwise reply in response to the appellant's replication. Counsel for the Appellant agreed with the respondent's reply and expressed readiness to pay the disputed amount of Rs. 1,96,487/-. The appellant offered to pay 30% of the disputed amount upfront and requested the remaining balance to be paid in four installments. The Appellant's counsel further stated that an amount of Rs. 30,687/- had already been deposited and requested that it be adjusted against the disputed amount. The Respondent SDO agreed to adjust the amount already deposited by the appellant, as well as any security deposit, in the final demand calculation. The Appellant was directed to submit a written statement regarding his option for paying the outstanding amount. The final order will be issued after receiving the Appellant's written statement.

In compliance to the directions issued to the Appellant to file written submission for option the payment, the Appellant has submitted written statement dated 02.04.2025 confirming that to pay 30% of the disputed amount upfront and requested the remaining balance to be paid in four installments.

## Decision

After hearing both the parties and going through the record made available on file, it is ordered that:

Request of the appellant counsel for restoration of supply in already disconnected connection cannot be considered within regulatory framework of the Nigam but in this particular as the complainant was issued bill of Rs. 1,61,835/- from May 2018 to June 2018 against normal monthly bill of Rs. 30,000/- to 40, 000/- due to raising of bill on KVAH basis instead of KWH basis as was being done earlier due to Nigam fault.

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 by treating this case as special subject to such conditions that shall ensure that the scheme of regulatory framework is upheld and Nigam is also not adversely affected.

In view of above, SDO respondent is directed to restore the connection of complainant after deposit of 40% of the outstanding amount and balance in two instalments with ensuing monthly energy bills. It is however made clear that appellant shall complete all formalities pay charges/deposit as required for release of new connection under the prevailing regulations, Amount if any already paid by the complainant may also be got adjusted. Respondent SDO is directed to take an undertaking in this regard from the appellant. The same is not binding but also pertinent to safeguard the larger interest in case of any default by the Appellant.

The instant appeal is disposed of accordingly.

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

Given under my hand on 03.04.2025.

Sd/-

**(Rakesh Kumar Khanna)**

**Electricity Ombudsman, Haryana**

**Dated:03.04.2025**

**CC-**

**Memo. No.63-69/HERC/EO/Appeal No. 29/2024 Dated: 04.04.2025**

1. Shri Jagdish Kumar S/o Shri Prem Chand, R/o VPO Barwala, District Panchkula.
2. The Managing Director, UHBVN, Vidyut Sadan, IP No.: 3&4, Sec-14, Panchkula.
3. Legal Remembrancer, Haryana Power Utilities, Sec- 6, Panchkula.
4. The Chief Engineer ('Op.'), UHBVN, Vidyut Sadan, IP No.: 3&4, Sec-14, Panchkula
5. The Superintending Engineer ('Op.'), UHBVN, SCO 96, Sector-5, Panchkula.
6. The XEN (Operation), UHBVN, Near Petrol Pump, National Highway, Pinjore.
7. The SDO (Operation), UHBVN, Barwala, HVPNL Building, Barwala.