

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

(Appointed by the Maharashtra Electricity Regulatory Commission
under Section 42(6) of the Electricity Act, 2003)

REPRESENTATION NO. 34 OF 2026

In the matter of high billing and compensation

Mandar Ghaisas..... Appellant
(Cons. No. 000026278473)

V/s.

Maharashtra State Electricity Distribution Co. Ltd., Thane 1 Dn. Respondent
(MSEDCL)

Appearances:

Appellant : 1. Mandar Ghaisas
2. Rohan Mandar Ghaisas

Respondent: Chandramani Meshram, Executive Engineer, Thane 1 Dn.


Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 1st June 2026

Date of Order: 25th June 2026

ORDER

This Representation was filed on 1st April 2026 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 23rd July 2025 passed by the Consumer Grievance Redressal Forum, MSEDCL, Bhandup Urban Zone in Case No. 119 of 2025. The Forum partly allowed the grievance application of the Appellant. The operative order is as below:


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1. *The Respondent is directed to assess the consumption for the year 2024 (January to December) on the basis of the new meter installed on 12.12.2024.*
2. *The Applicant is directed to clear the bill so raised by the Respondent (including the adjustment of the payment done to stop disconnection).*
3. *The interim order dated 12.03.2025 is revoked.*
4. *The Respondent is requested to peruse on the Applicant's request for installation of a smart meter.*

Advisory:

- a. *The Applicant alleges that there was no safety precautions followed while carrying out the meter testing. There was an accident to the staff of the Respondent which needs to be addressed with appropriate corrective and preventive action to prevent recurrence.*
- b. *The meter testing report forms of in-house testing and onsite testing are the same which generates some trust issues in the consumer. A review on the same is recommended.*

Admissibility of Case:

2. The Appellant has challenged the Forum's Order dated 23.07.2025 by filing the present Representation on 01.04.2026, resulting in a delay of 192 days beyond the prescribed period of 60 days under Regulation 19.1 of CGRF & EO Regulations, 2020. Along with the Representation, the Appellant has filed an application for condonation of delay under Regulation 19.2, contending that the delay was neither deliberate nor due to negligence but occurred on account of bona fide and unavoidable circumstances. He stated that during the relevant period, he was actively pursuing proceedings before the Divisional Joint Registrar relating to his residential rights, which required continuous attention. He further contends that the Forum's Order was passed after considerable delay and was implemented only on 18.11.2025 without furnishing calculation sheets or proper details of the revised assessment, making it difficult to understand or challenge the implementation. The Appellant sought clarification from the Respondent by letter dated 12.12.2025, but no satisfactory response was received. According to him, the dispute involves continuous inflated billing and recurring cause of action, and refusal to condone the delay would result in denial of substantial justice. He has,


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therefore, prayed for condonation of delay and admission of the Representation for hearing on merits.


[Note: The present Representation has been filed on 01.04.2026, i.e., after 252 days from the date of the Forum's Order dated 23.07.2025, resulting in a delay of 192 days beyond the prescribed limitation period of 60 days under Regulation 19.1 of the MERC (CGRF & Electricity Ombudsman) Regulations, 2020. The reasons assigned by the Appellant do not constitute "sufficient cause" under Regulation 19.2. The pendency of other proceedings, alleged delay in implementation of the Forum's Order, or seeking clarifications did not prevent him from filing the Representation within the prescribed period. The Appellant has also failed to satisfactorily explain the inordinate delay of 192 days. Condoning such delay without sufficient cause would defeat the object of the limitation prescribed under the Regulations and set an undesirable precedent. Accordingly, the application for condonation of delay is rejected principally. However, as a special case and for the sake of completeness, the submissions of both the Appellant and the Respondent have been considered, without treating the Representation as admitted on merits.]

3. The Appellant has filed the present Representation challenging the order passed by the Forum. An e- hearing was conducted on 1st June 2026 through video conference. Both parties were heard at length. The Respondent's submissions and arguments are stated as below. *[The Electricity Ombudsman's observations and comments are recorded under 'Notes' where needed.]*

- (i) The Appellant is a 3 Phase residential consumer (No. 000026278473) from 13.06.2005. The particulars of his electric connection are given as below:

Table 1:

Appellant	Consumer No.	Address	Sanct. Load	Date of Supply
Mandar Ghaisas	000026278473	D 101, Suncrest Accolade Galary, nr LIC Bldg, Thane (W) 400602	9 kW	13.06.2005



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- (ii) The Appellant was regularly billed on the basis of actual meter readings. At the consumer's request, Meter No. 23000480 was tested on 09.09.2021 and again on 12.08.2022, and on both occasions the meter was found to be within permissible limits as per the respective meter testing reports.
- (iii) Upon the consumer's subsequent complaint in November 2024 regarding high consumption, site verification was undertaken. The Respondent further stated that the consumer had himself requested meter testing and deposited the prescribed testing charges in November 2024. During on-site accu-checking, the meter was burnt while testing and was therefore **replaced on 12.12.2024**. The newly installed meter was also tested on 14.01.2025 and was also found to be functioning correctly.
- (iv) The Respondent relied upon the Assistant Engineer's Spot Inspection Report dated 17.12.2024, wherein the connected load at the consumer's premises was found to comprise 5 tube lights, 4 bulbs, 5 fans, 1 geyser, 1 refrigerator, 1 mixer, 1 television, 1 laptop, 1 washing machine and 2 air-conditioners, aggregating to approximately 8 kW.
- (v) The Respondent produced the consumer's consumption data for the years 2021 to March 2026 and contended that the consumption pattern did not reveal any abnormality or sudden variation warranting a conclusion that the meter was defective.

Table 2:

Year	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Month	Units billed	Units billed	Units billed	Units billed	Units billed	Units billed
Apr	563	730	784	1015	577	548
May	1093	1037	1130	1120	531	803
Jun	930	1016	523	1085	551	
Jul	133	512	335	679	413	
Aug	0	425	375	649	365	
Sep	61	459	329	807	368	
Oct	662	344	347	706	405	
Nov	232	597	732	831	469	
Dec	381	597	609	781	258	
Jan	234	506	515	362	216	
Feb	194	371	453	249	316	
Mar	332	718	605	416	513	
Total	4815	7312	6737	8700	4982	1351
Cons/ Mth	401	609	561	725	415	676



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(vi) The Appellant filed a grievance in the Forum on 12.03.2025 with the following prayer:

1. *To quash and set aside the notice dated January 9, 2025, and Notice February 28, 2025 issued under Section 56(1) of the Electricity Act 2003;*
2. *The pending amount be corrected from Rs 50,380/-.*
3. *The bill of Rs. 93,480/- and Rs. 50,380/- should be withheld, considering Rs. 50,000/- already paid. [Required interim order not to disconnect supply].*
4. *Separate billing to be raised for subsequent months & onwards;*
5. *To refund Rs.7680/- (surplus amount paid against 50% of the Bill amount);*
6. *To compensate **by reducing the arrears on the bill to 25%; in the alternative, limiting the monthly consumption charge to 350 units for the previous faulty meter, identified by the number 09023000480 and recalculating charges of the bill with readings compared to new meter usage. [Note: It is not clear on what basis the Appellant demands applying an average of 350 units per month.]***
7. *The Complainant has suffered huge mental and financial harassment, it also has damaged the social image of the Complainant, thus, he seeks compensation accordingly.*
8. *To compensate as per the MERC (Appendix A) Section 6, for the period from June 2024 until December 12, 2024.*
9. *The bill for the period of 15 Nov 2024 -15 Dec 2024 should be charged as per the new Meter reading or new average.*
10. *To replace the reused Meter with a brand-new SMART Meter.*
11. *Compensation for the period of 09.09.2021 to 12.12.2024, as the faulty meter remained in service & reports dated 09.09.2021 & 12.08.2022 clearly shows error in the meter.*
12. *A professional enquiry to be held & action to be taken for duty negligence.*

(vii) The Forum, by order dated 23.07.2025, partly allowed the grievance and directed reassessment of the consumer's consumption for the one-year period January 2024 to December 2024 on the basis of the consumption recorded by the new meter installed on 12.12.2024. Accordingly, the Respondent revised the billing **by adopting average consumption of 456 units per month** for the said period and issued a revised bill


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amounting to Rs. 80,449.29, granting due credit to the Appellant in the Nov. 2025 bill. The details of consumption pattern with calendar year is tabulated as below: It shows that while the Appellant was billed, on average, for 771 units per month in 2024, he was billed, on average, for 414 units per month in 2025.

Table 3:


Calender Year	2023	2024	2025	2026	Bill Revision (Cal. Year 2024)
Month	Units billed	Units billed	Units billed	Units billed	Revised Units billed
Jan	506	515	362	216	456
Feb	371	453	249	316	456
Mar	718	605	416	513	456
Apr	784	1015	577	548	456
May	1130	1120	531	803	456
Jun	523	1085	551		456
Jul	335	679	413		456
Aug	375	649	365		456
Sep	329	807	368		456
Oct	347	706	405		456
Nov	732	831	469		456
Dec	609	781	258		456
Total	6759	9246	4964	2396	5472
Cons/Mt h	563	771	414	479	456
Note	1. The old meter (No. 09023000480) was replaced with a new meter (No. 07643102720) on 12.12.2024.				
	2. In compliance with the Forum's Order, the electricity bills for the calendar year 2024 (Jan. 2024 to Dec. 2024) were revised, and a credit of ₹80,449.29 was given to the Appellant in Nov. 2025 bill.				

(viii) **The disputed meter had repeatedly tested accurate** and the original bills were found to be correct. Nevertheless, the Respondent complied with the Forum's directions in good spirit by revising the bills as directed.


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- The disputed meter (No. 23000480) was tested on 09.09.2021 and was found to be within the permissible limit of accuracy.
 - It was again tested on site through Accucheck on 12.08.2022 and recorded an error of (+) 1.20%, which is within the permissible limit, confirming that the meter was accurate.
 - Subsequently, on 12.12.2024, while carrying out an Accucheck test, the old meter burst due to rusted nut bolts, resulting in a minor accident. This accident had nothing to do with the alleged inaccuracy of the meter. The meter was immediately replaced on the same day. Thereafter, on 17.12.2024, the new meter recorded a consumption of 53 units, indicating an average monthly consumption of 689 units, which was lower than the previous average.
- (ix) The Appellant filed a grievance with the Forum on 12.03.2025 which is beyond two years from the date on which the cause of action allegedly arose from 2022 onwards. The grievance, insofar as it challenged bills pertaining to the period from 2022 onwards, was barred by limitation under Regulations 7.8 and 7.9(c) of CGRF & EO Regulations, 2020. The said Regulations are reproduced as below:
- 7.8: The Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen.*
- 7.9: The Forum shall reject the Grievance at any stage under the following circumstances:*
- (c) In cases where the Grievance has been submitted two (2) years after the date on which the cause of action has arisen;*
- (x) The Appellant is not entitled to any direct or indirect compensation under the provisions of the CGRF & EO Regulations, 2020 or the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021.
- (xi) Higher energy consumption recorded by the meter during 2024 may also be attributable to various other factors, including poor maintenance of electrical appliances, particularly air conditioners, refrigerators, and other high-power electrical equipment.



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(xii) In view of the above, the Respondent prays that the representation of the Appellant be rejected.


4. The Appellant's submissions and arguments are stated as below.

- (i) The Appellant is a consumer bearing Consumer No. 000026278473 since 13.06.2005. The particulars of the electricity connection are set out in Table 1. The electricity bills issued during the year 2024 reflected an abnormal increase in consumption when compared with the corresponding months of 2022 and 2023. Despite repeatedly approaching the Respondent for clarification and redressal, no satisfactory resolution was provided. Suspecting that the energy meter was faulty or recording inaccurately, the Appellant applied and paid for meter testing in November 2024.
- (ii) The meter testing was scheduled by the Respondent on 12.12.2024; however, before the test could be completed, the meter allegedly caught fire and exploded, causing burn injuries to the technician present at the site. According to the technician present at the site, the incident was caused by current leakage through the meter body, whereas the Spot Inspection Report attributed the incident to rusted nuts and bolts. These explanations were contradictory.
- (iii) Adequate safety precautions and protective equipment were not used by the Respondent's staff during the testing process and subsequent inspections.
- (iv) The Spot Inspection Report attempted to justify the high consumption through theoretical calculations while overlooking the possibility of a fault in the meter.
- (v) The Appellant challenged the consumption comparison statements furnished by the Respondent, contending that they ignored the sudden increase in consumption recorded during 2024 and incorrectly concluded that the consumption pattern was normal.
- (vi) The meter testing reports issued on 09.09.2021 and on 12.08.2022, relating to the same meter, indicated deficiencies in the meter's performance. The reports lacked essential technical particulars and, in some instances, referred to a different meter number.


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- (vii) The new meter installed on 12.12.2024 was tested in a more professional and transparent manner, thereby exposing deficiencies in the testing procedures adopted in respect of the old meter.
- (viii) The monthly bill dated 18.12.2024 was issued on an average consumption basis of 781 units without recording any actual meter reading following the meter explosion.
- (ix) The Appellant challenged the disconnection notice dated 09.01.2025 issued under Section 56(1) of the Electricity Act, 2003, alleging that it was based solely on the Spot Inspection Report and consumption comparison statement and failed to consider his grievances.
- (x) Upon approaching the Respondent's higher authorities, he was advised to submit his grievances in writing. Although a detailed representation was stated, the same was ignored and he was directed to clear the outstanding dues within a short period, failing which supply would be disconnected.
- (xi) The Appellant pointed out discrepancies in the outstanding amounts reflected in successive bills and disconnection notices. According to him, while the arrears shown in the November 2024 bill were Rs. 78,920/-, the disconnection notice dated 09.01.2025 demanded Rs. 93,480/-. Subsequently, the amount reflected in the bill dated 18.01.2025 was reduced to Rs. 84,640/- without any payment being made.
- (xii) The electricity supply was disconnected on 31.01.2025. In order to secure restoration of supply, he paid Rs. 50,000/- under protest, though he had initially agreed to pay only 50% of the alleged outstanding dues. Supply was thereafter restored on 10.02.2025.
- (xiii) The bill dated 18.02.2025 reflected outstanding dues of Rs. 35,830/- after accounting for the payment of Rs. 50,000/-. However, a subsequent disconnection notice dated 28.02.2025 demanded payment of Rs. 50,380/-, which according to him was arbitrary and unsupported by the billing records.
- (xiv) On the above grounds, the Appellant sought setting aside of the disconnection notices, revision of the disputed bills, compensation for the alleged negligence and hardship suffered, and other consequential reliefs.
- (xv) This is not a mere billing dispute. It concerns a 19-year-old defective meter that culminated in a physical explosion on 12.12.2024. **The Forum acknowledged the**


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meter's defectiveness for 2024; the Appellant seeks to extend this finding to 2021–2023, as the same instrument was in continuous use. The case rests on documented mechanical failure, evidence of forged test reports, and systematic harassment through arbitrary billing and illegal disconnections.


- (xvi) **Defective Meter (2021–2024):** The Respondents replaced the meter after it exploded. Given that the explosion was caused by long-term corrosion (As per the Respondents' own inspection), the meter was inherently unreliable throughout 2021–2023. The burden of proof to justify readings from a known-defective instrument has not been met by the Licensee.
- (xvii) **Fabricated Test Reports:** The test report of 09.09.2021 and of 12.08.2022 are obviously fraudulent. It lists a meter number that does not match the Appellant's, and records an error of +1.20%, which exceeds the permissible $\pm 1\%$ limit under IS 13779:1999, yet incorrectly concludes that the meter was "OK.". The 2021 test report contains unauthorized white-ink erasures and alterations to the permissible error column. These reports are contrasted against a genuine 2025 test, which correctly recorded all technical parameters.
- (xviii) **Illegal Disconnection & Recovery:** Disconnections (notably on 31.01.2025) were based on "improvised" demands that the Respondents unilaterally altered without explanation or payment. This violates Section 56 of the Electricity Act, 2003, and fundamental principles of natural justice.
- (xix) **Safety Violations:** The meter explosion during a paid test constitutes a severe violation of Section 53 of the Electricity Act and Regulation 10(b) of the MERC Supply Code (failure to conduct mandatory bi-monthly inspections).
- (xx) **Limitation:** The plea of limitation is inapplicable due to: (a) a continuous cause of action, (b) the discovery of the defect on 12.12.2024, (c) fraud regarding the 2021–2022 reports, and (d) the pendency of proceedings before the Forum.
- (xxi) The disputed meter (No. 23000480) was burnt during an Accucheck conducted on 12.12.2024 while in the Respondent's custody, thereby destroying the primary evidence of its accuracy. The Respondent cannot thereafter rely on historical records or the laboratory test of the replacement meter (No. 432102720) to establish the correctness


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of the old meter, particularly when the replacement meter was a pre-used meter manufactured in 2021.

- (xxii) The Appellant disputed the Respondent's reliance on comparative consumption for the years 2022 to 2024, contending that the meter had been recording excessive consumption since October 2020. According to him, comparison of consumption recorded by the same allegedly defective meter cannot establish its accuracy, particularly when consumption reduced substantially after installation of the replacement meter.
- (xxiii) Since the disputed meter was destroyed during testing, the Respondent failed to establish its accuracy through any valid statutory test. The Forum itself observed that it was not possible to determine whether the old meter had been over-recording and, therefore, the disputed bills cannot be sustained.
- (xxiv) Despite the Forum's direction, the Respondent arbitrarily reassessed the consumption for 2024 by adopting a uniform monthly consumption of 456 units and raised a demand of ₹80,449.29 without considering the actual post-replacement consumption or the abnormal consumption recorded during April to June 2024.
- (xxv) The Appellant also challenged the bill dated 18.12.2024 showing consumption of 781 units after replacement of the disputed meter, as well as the inconsistent outstanding dues reflected in subsequent bills and disconnection notices.
- (xxvi) The Appellant prays that the Respondent be directed to
- a) Extend the Forum's finding of a defective meter to the entire 2021–2023 period and direct re-assessment based on a six-month average.
 - b) Set aside the wrongful disconnections and arbitrary demands of billing amount.
 - c) Award ₹7,61,800/- for cumulative harassment, safety hazards, litigation costs, and fraudulent service, in accordance with the deterrence principles set by the Supreme Court.
 - d) It is necessary for regulatory Action with an inquiry into the fraudulent testing and ensure future adherence to safety and billing protocols.
- (xxvii) The Appellant also submitted rejoinder on 01.06.2026 as below:



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- (i) The Respondent's defense is based on fabricated, manipulated and extraneous documents which render the Respondent's submissions unreliable.
- (ii) The Respondent's reliance upon the historical meter testing reports dated 09.09.2021 and 12.08.2022 to contend that the erstwhile meter (No.23000480) was functioning correctly is wholly misplaced. The said reports appear to have been produced merely to retrospectively justify the impugned billing and thereby conceal the true condition of the meter. Such conduct amounts to *suppressio veri* and *suggestio falsi*, as material facts have been withheld while selective and questionable records have been relied upon to create a misleading impression regarding the accuracy of the meter.
- (iii) The Appellant contends that the Meter Test Report dated 12.08.2022 pertains to a different meter bearing Serial No. 00106099 and not to the Appellant's meter, thereby rendering the report wholly unreliable. Despite collecting testing charges from the Appellant, the Respondent allegedly failed to test the actual meter and relied upon a third-party report, which vitiates the basis of the disputed billing.

Analysis and Ruling

5. Heard the parties and perused the documents on record. The Appellant is a residential consumer (No. 000026278473) from 13.06.2005. The Appellant contended that the disputed meter had been defective and recording excessive consumption from 2021 to 12.12.2024 (till the replacement of meter), resulting in abnormally high electricity bills, particularly during the year 2024 as mentioned in Schedule A. He stated that during meter testing on 21.12.2024, the meter caught fire and exploded, demonstrating that it was inherently defective. He further alleged that the Respondent relied upon defective and fabricated meter testing reports of 09.09.2021 and 12.8.2022 to justify the disputed bills. According to the Appellant, the substantial reduction in consumption after replacement of the meter established that the old meter had been over-recording. He also challenged the disconnection notices and recovery proceedings as arbitrary and contrary to the provisions of the Electricity Act, 2003 and the


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MERC Regulations, and alleged negligence in handling the meter, safety violations, and harassment by the Respondent. Accordingly, he sought revision of the bills by treating the meter as defective for the entire period from 2021 onwards, quashing of the recovery proceedings and disconnection notices, award of compensation for the loss and hardship suffered, and initiation of appropriate action against the Respondent for the alleged irregularities.

6. The Respondent contended that the Appellant was regularly billed on the basis of actual meter readings. At the consumer's request, the disputed meter (No. 23000480) was tested on 09.09.2021 and again on 12.08.2022, and on both occasions it was found to be within the permissible limit of accuracy. Upon a subsequent complaint regarding high consumption, the consumer requested paid meter testing. During the Accucheck conducted on 12.12.2024, the meter burst while testing and was immediately replaced. The replacement meter was tested on 14.01.2025 and was also found to be accurate. The Respondent relied upon the Spot Verification Report dated 17.12.2024, which assessed the connected load at about 8 kW, and the consumer's consumption data for the period 2021 to March 2026 (Table 2) to contend that the consumption pattern did not reveal any abnormality indicating that the meter was defective. The disputed meter had repeatedly tested accurate and the original bills were correct. Nevertheless, in compliance with the Forum's directions, the bills for 2024 were revised. The meter burst during Accucheck due to rusted nut bolts, was immediately replaced, and the replacement meter recorded normal consumption thereafter. The grievance relating to bills from 2022 onwards was barred by limitation under Regulations 7.8 and 7.9(c) of the CGRF & EO Regulations, 2020, as it was filed beyond two years from the date on which the cause of action arose. It was also stated that the Appellant was not entitled to any compensation under the applicable MERC Regulations.

7. The Forum in its order observed that

- 1. The Applicant has complained about high consumption in 2021 and again in 2022 for which the Respondent has carried out the meter checking and declared it as ok. While the Applicant points out errors in the recording, in this particular*


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grievance, the Applicant begin by stating that “The Complainant observed an abnormal increase in electricity bills throughout the year 2024 compared to same months of 2023 and 2022”. In view of this, the Forum considers that, this grievance pertains to consumption in the year 2024 only.

- 2. The Respondent has arranged a testing of the meter on 12.12.2024 but the same could not be carried out as the meter burnt while starting / carrying out the testing.*
- 3. As the meter was completely burnt, it would be futile to debate into the reasons/ causes of the burning of the meter which could be due to leakage (as alleged by the Applicant) or due to rusting of the nut bolts (as claimed by the Respondent). What cannot be denied is that the meter did get burnt and also resulted in injury to the Respondent’s staff.*
- 4. Both, the Applicant and the Respondent agree that the new meter (after the old meter burnt) installed is tested and found ok.*
- 5. Hence, as it is no longer possible to determine as to whether the old (burnt) meter was ok, over recording or there was any leakage current (as claimed by the Applicant). An assessment of the period (year 2024) as per the consumption recorded by the new meter could resolve the issue.*

8. Regulation 15.6.2 of the **MERC (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021** provides that, where a meter is found to be slow or fast upon testing, the consumer's bills shall be reconciled for a maximum period of **six months** or from the date of the last meter testing, whichever is shorter, based on the meter test report. The relevant provision reads as follows:

15.6.2. The Consumer may, upon payment of such testing charges as may be approved by the Commission under Schedule of Charges can request the Distribution Licensee to test the accuracy of the meter by applying to the Distribution Licensee:

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Provided further that the bills of the consumers shall be reconciled based on the meter testing results for a maximum period of Six (6) months or from the date of last testing, whichever is shorter, on the basis of the test report.

In the present case, however, the Forum has already considered a longer period of **twelve months** for revision of the bills. The Forum's analysis and finding is fair and just.


9. The MERC (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 came in force from 25.02.2021. The Regulatory provision as specified in Regulation 25 of Supply Code & SoP Regulations, 2021 is produced as below:

25. Determination of Compensation

25.1. The compensation to be paid by the Distribution Licensee to the affected person is specified in Annexure 'II' of these Regulations.

*25.2. The Distribution Licensee shall be liable to pay to the affected person, such compensation as provided in Annexure 'II' to these Regulations: Provided that in the event of failure of Distribution Licensee to meet the standards of performance, the compensation shall be payable automatically by the Distribution Licensee for the parameters as per Annexure 'II' to all the affected person/Consumers, without requiring a claim to be filed by the affected person/Consumer: Provided further that the automatic compensation mechanism shall be implemented within Six (6) months of the date of notification of this Regulations: Provided further that any person who is affected by the failure of the Distribution Licensee to meet the Standards of Performance specified under these Regulations for the parameters not entitled for automatic compensation as per Annexure 'II' and who seeks to claim compensation shall file his claim with such a Distribution Licensee within a maximum period of **Sixty (60) days** from the time such a person is affected by such failure of the Distribution Licensee to meet the Standards of Performance :*

10. Further, with regard to indirect compensation, Regulation 18.4 of the Supply Code & SoP Regulations, 2021 provides as under:


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“18.4 The Distribution Licensee shall not be liable for any claims against it attributable to direct, indirect, consequential, incidental, punitive, or exemplary damages, loss of profits or opportunity, whether arising in contract, tort, warranty, strict liability or any legal principle which may become available, as a result of any curtailment of supply under the circumstances or conditions mentioned in this Regulation 18.”

Further, Regulation 20.4(e) of the CGRF & EO Regulations, 2020 provides that while compensation may be awarded for loss or damage suffered by the consumer, no indirect, consequential, incidental, punitive or exemplary damages, loss of profits or opportunity shall be granted. The Regulation 20.4 (e) of CGRF & EO Regulations 2020 specifically state that *“Directions to pay such amount as may be awarded by it as compensation to the Complainant for any loss or damage suffered by the consumer: Provided, however, that in no case shall any Complainant be entitled to indirect, consequential, incidental, punitive, or exemplary damages, loss of profits or opportunity”*.

11. The Representation was filed on 01.04.2026, after a delay of **192 days** beyond the prescribed limitation period of 60 days under Regulation 19.1 of the MERC (CGRF & Electricity Ombudsman) Regulations, 2020. The reasons furnished by the Appellant do not constitute sufficient cause under Regulation 19.2 for condonation of delay. The delay is not condoned. Accordingly, the Representation is rejected.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


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