BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 59 OF 2026

In the matter of High Bill

Shri Subhashchandra M Nargolkar ……. …. ………………… ………………Appellant
(Cons. No. 170010000290)

V/s.

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

Appearances:

Appellant : 1. Gauri Nargolkar
2. Gururaj Kulkarni, Representative

Respondent : 1. Nitin Thite, Executive Engineer, Shivajinagar Dn.
2. Anil Bharte, Addl. Executive Engineer.

Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 30th June 2026

Date of Order: 15th July 2026

ORDER

This Representation was filed on 11th May 2026 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) challenging the Order dated 13th March 2026 passed by the Consumer Grievance Redressal Forum, MSEDCL, Ganeshkhind Urban Circle in Case No. 73 of 2025. The Appellant paid the statutory deposit of Rs.25000/- on 18th May 2026 as per Regulation 19.22 (h) of CGRF & EO Regulations 2020.

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Hence the Representation was registered on 18th May 2026. The Forum partly allowed the grievance application of the Appellant. The operative part of the order is as below:

> 2. *The Assessment bill issued by the Respondent is hereby set aside.*
> 3. *The Respondent is directed to issue revised bill with slab benefit for the period from Dec23 to Aug-25 excluding DPC and Interest.*
> 4. *The Respondent is directed to give 5 equal instalments to the Complainant.*

2. Aggrieved by the Forum's order, the Appellant has filed this representation. An e-hearing was held on 30th June 2026 through video conference. 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 present grievance pertains to (a) the electricity bill issued in August 2025 for Rs. 2,43,150/-, which the Appellant alleges to be excessive, and (b) the generation of electricity bills during the period when the supply had been temporarily disconnected. This period is under dispute.

(ii) The Appellant is a residential consumer bearing Consumer No. 170010000290, having electricity supply since 18.03.1993. The particulars of the connection are summarized below:

Table 1

Appellant	Consumer No.	Address	Sanctioned Load	Date of Supply	First Meter Replacement	Accumulated Consumption	Second Meter Replacement	Temporary Disconnection
Shri Subhashchndra M Nargolkar	170010000290	S. No 98, Kudale Farm, NDA Rd, Warje Pune Pin-411051	4 kW	18.03.1993	06.12.2023	15,481 Kwh in Sep. 2025	29.10.2025	27.11.2025
Note	1. The old meter (No. 09000020780) was replaced with a new meter (No. 07608235588) on 06.12.2023.							
	2. The said new meter (No. 07608235588) was replaced on 29.10.2025 by Smart Meter (No. 530249576) which was temporarily disconnected on 27.11.2025 for non-payment of outstanding dues.							

(iii) The Appellant's premises is a farmhouse admeasuring approximately 1¾ acres, comprising extensive greenery and a large number of trees, and is looked after by a caretaker. The electricity meter is installed inside the farmhouse (not accessible from outside), and several watchdogs are kept on the premises. Due to these

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circumstances, on several occasions, the meter readers were denied easy access to the meter, had to repeatedly make extra efforts to get access, resulting in difficulties in recording actual meter readings.

(iv) Prior to the first replacement on 06.12.2023, the Appellant was supplied through an electro-mechanical meter bearing No. 09000020780. The recorded monthly consumption ranged between 250 and 350 units during the period from April 2021 to November 2021. Thereafter, from December 2021 to October 2022, the Appellant was billed for only 0 to 3 units per month despite the meter being under normal billing status. In November 2022, the meter was treated as faulty, and a bill was issued for 229 units. Subsequently, from December 2022 to September 2023, the Appellant continued to be billed under faulty status at an average of 1 unit per month, followed by 100 units per month for October and November 2023, and 10 units in December 2023. *[Note: It is not clear on what basis an average of 100 units per month was applied, when the previous consumption as per CPL (Table 2) ranged from 166 to 281 units per month between April and Sept. 2021.]* According to the Respondent, these bills did not reflect the Appellant's actual electricity consumption and resulted in substantial under-billing prior to the replacement of the meter. *[Note: This billing period has obviously not been disputed by the Appellant.]*

(v) The old meter (No. 09000020780) was replaced with a new meter (No. 07608235588) on 06.12.2023. However, owing to the meter being erroneously assigned "refundable" status in the billing system, **the Appellant continued to be billed on an average basis of 100 units per month from February 2024 to August 2025 (19 months), instead of on actual recorded consumption**. During the billing cycle of August 2025, the meter reading was found to be 15,481 kWh. To verify the correctness of the reading, the meter photograph captured during the billing process was examined and was found to accurately reflect the recorded reading. Consequently, in September 2025, the system generated a bill for **the accumulated consumption of 15,480 units covering the entire 19-month period.** This is the billing period under the current dispute. The billing system simultaneously apportioned the accumulated consumption over the relevant period

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by extending the applicable tariff slab benefit, resulting in a credit of Rs. 21,784.56 being granted to the Appellant.

(vi) Junior Engineer visited the Appellant's premises on 28.10.2025 for verification of the disputed issues. According to the Respondent, the Appellant permitted entry only after considerable urging. During the inspection, the meter reading was recorded at 16,942 kWh. The inspection further revealed connected electrical appliances, including 7 CFL lamps, 1 refrigerator, 3 ceiling fans, 1 air cooler, a water pump with a booster pump used for watering of trees of the land, lighting points with various other electrical points.

(vii) The observations recorded during the site inspection demonstrated that the connected load and pattern of electricity usage at the Appellant's premises were consistent with the consumption recorded by the meter. To address the repeated issue of difficult access and problems in meter reading, on 29.10.2025, the 2nd meter (No. 07608235588) was replaced with a 3rd Smart Meter No. 530249576. At the request of the Appellant, the removed meter was subjected to laboratory testing on the same day. The laboratory test report confirmed that the meter was functioning properly and recording energy consumption within the prescribed limits of accuracy.

(viii) Following the installation of Smart Meter No. 530249576, the consumption pattern of the Appellant could be studied and compared with the disputed earlier bill. Within one month, the Appellant's average monthly electricity consumption was observed to be approximately 600 units. According to the Respondent, this post-replacement consumption pattern was broadly consistent with the higher level of consumption recorded by the previous meter, thereby corroborating the accuracy of the disputed meter readings.

(ix) The Appellant's electricity supply was **temporarily disconnected on 27.11.2025** for non-payment of the outstanding dues of Rs. 2,74,845.34 (Nov. 2025 Outstanding Dues). after issuance of a system-generated disconnection notice through SMS. **The consumption data recorded by Smart Meter No. 530249576 for the period from 29.10.2025 to 27.11.2025 indicated an average consumption of approximately 20 units per day.** According to the Respondent,

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this consumption pattern further supported the correctness of the earlier recorded consumption and the disputed billing.

(x) The Appellant filed a Grievance before the Forum on 08.12.2025, challenging the disputed billing.

(xi) The Appellant's further grievance regarding the generation of bills during the period of temporary disconnection (Dec.2025 to Jan.2026) was examined and found to have arisen due to a technical error in the billing system. Consequently, the bills for the period from December 2025 to January 2026 were revised with zero units per month, and a credit of Rs. 17,454/- was granted to the Appellant under Revision ID No. 19106239, which was duly reflected in the Consumer Personal Ledger (CPL) for February 2026.The Forum by its order dated 13.03.2026 has principally rejected the grievance application which is quoted in the first para.

(xii) Compliance with the Order of the Forum: The Respondent submitted that the directions contained in the Forum's order have been duly complied with, as under:

a) Revised Bill with Tariff Slab Benefit: The Forum directed the Respondent to issue a revised bill by extending tariff slab benefit for the period from December 2023 to August 2025. In compliance, the billing system had already apportioned the accumulated consumption over the relevant 19-month period, and a credit of Rs. 21,784.56 was granted to the Appellant in the August 2025 bill.

b) Instalment Facility: The Forum further directed that the disputed amount be permitted to be paid in five equal monthly instalments. The said facility was communicated to the Appellant vide letter dated 20.03.2026.

c) Record of Compliance: The revised Consumer Personal Ledger (CPL) reflecting the above adjustments and credits has been produced on record in compliance with the Forum's directions.

(xiii) In view of the above facts and circumstances, the Respondent stated that:

- the disputed billing was based on actual meter readings;
- the meter was duly tested and found to be accurate;
- tariff slab benefit and all admissible credits were granted to the Appellant;

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- necessary billing corrections were carried out wherever warranted; and
- The directions issued by the Forum have been fully complied.

(xiv) **The Appellant had voluntarily opted for the "Go Green" facility,** under which monthly electricity bills are transmitted through the registered e-mail address of the consumer instead of in physical form. It was, therefore, contended that the Appellant's grievance regarding non-receipt of hard copy bills is untenable. *[Note: This fact was suppressed by the Appellant during the hearing.]*

(xv) The Appellant had defaulted in payment of the monthly electricity bills from July 2025 onwards. The last payment made by the Appellant was Rs.2,350/- on 21.07.2025 towards the June 2025 bill of Rs.2,358.24. Consequently, the **outstanding electricity dues had accumulated to Rs. 2,90,075.17 as of February 2026.**

(xvi) In view of the foregoing facts and circumstances, the Respondent prayed that the present Representation be dismissed as being devoid of merit.

3. The Appellant's submissions and arguments are stated as below: -

(i) The Appellant (Gauri Subhashchandra Nargolkar, daughter of Late Dr. Subhashchandra Nargolkar) is a residential consumer (Consumer No. 170010000290) from 18.03.1993 of which the details are tabulated in Table 1.

(ii) The Appellant contended that she had formally requested the Respondent to furnish certified meter reading and billing details for the period from November 2012 to July 2025, including the dates of meter readings, opening and closing meter readings, meter status, and units recorded during each billing cycle. According to the Appellant, the Respondent failed to provide the requested information, thereby depriving her of the opportunity to verify the correctness and accuracy of the bills issued. *[Note: This period and required data details of almost 13 years is excessive. However, this office has forwarded CPL copy submitted by the Respondent for the period from April 2021 to Feb. 2026.)*

(iii) The latest smart electricity meter associated with the above consumer number was officially disconnected on 28.11.2025. Despite the disconnection and the absence of any possibility of electricity consumption thereafter, the Respondent issued

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electricity bills for the months of December 2025 and January 2026. According to the Appellant, the issuance of bills after disconnection is arbitrary and unlawful, and constitutes gross negligence and deficiency in service on the part of the Respondent and its meter reading and billing agency. *[Note: The Respondent has accepted this technical error, and claims to have converted these bills to 'zero consumption' bills, with only fixed charges.]*

(iv) Prior to November 2021, the actual electricity consumption had consistently remained in the range of 85 to 86 units per billing cycle. Contrary to this established pattern of consumption, the Respondent issued an exorbitant bill in August/September 2025, reflecting an accumulated consumption of 15,480 units, without furnishing the corresponding certified meter reading data or any satisfactory explanation for such an abnormal increase. According to the Appellant, the impugned billing is arbitrary, unreasonable, unsupported by reliable evidence, and contrary to the established norms governing electricity billing. She had called upon the Respondent to furnish unit-wise consumption details for the period from 2012 to 2025, based strictly on actual meter readings and not on estimated or average consumption. According to the Appellant, the Respondent failed to furnish the requested particulars. It was, therefore, contended that until such authentic meter reading data is supplied and verified, she is unable to ascertain the correctness of the disputed billing and is consequently constrained from making payment of the disputed amount, if any. *[Note: The Appellant is silent on the prolonged period from Dec.2021 to Dec.2023 with nominal billing. Further, she assumes the right not to pay the disputed bills during the period of dispute.]*

(v) The Appellant filed a consumer grievance before the Consumer Grievance Redressal Forum on 08.12.2025, which came to be decided by order dated 13.03.2026. According to the Appellant, the Forum also made adverse observations regarding the **Respondent's failure to serve any notice relating to locked premises,** despite alleging that meter reading could not be taken for more than two years. The Appellant contended that such omission constituted a serious lapse on the part of the Respondent. Being dissatisfied with the findings and relief granted

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by the Forum, the Appellant has preferred the present Representation seeking expeditious and appropriate relief from this Authority.

(vi) In view of the foregoing facts and circumstances, the Appellant prays for the following reliefs:

1. That the Respondent be directed to withdraw and waive the disputed electricity bills, including the allegedly erroneous and excessive billing.
2. That the Respondent be directed to restore the electricity supply forthwith, on humanitarian grounds, having regard to the day-to-day living requirements of the occupant and the pets residing at the premises.
3. That the Respondent be directed to install a new electricity meter at the premises, as the Appellant contends that bills continued to be generated against the previous meter despite there being no possibility of electricity consumption after disconnection of supply.

(vii) The Appellant also submitted a Rejoinder before the hearing as follows: -

a. As a preliminary objection, the Respondent's reply before the Ombudsman was filed beyond the prescribed time limit (with a delay of about 6 days) without obtaining any extension and, therefore, ought not to be taken on record.

b. Prior to November 2021, the electricity consumption consistently ranged between 85 and 86 units per billing cycle. Thereafter, the Respondent started issuing average bills of about 100 units per month on the ground that the premises remained locked, which were regularly paid without default.

c. The Respondent abruptly issued a bill in August 2025 showing consumption of 15,480 units, which was wholly disproportionate to the historical consumption pattern and unsupported by any valid justification or actual meter readings.

d. The Respondent arbitrarily adopted an average consumption of 805 units per billing cycle, nearly ten times the normal historical consumption, which is unreasonable and contrary to the established billing practice.

e. The inspection report relied upon by the Respondent does not bear the signature of the consumer and, therefore, cannot be treated as a valid record. It was further argued that while the Respondent claimed the premises remained locked for

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meter reading, it simultaneously conducted an inspection, thereby rendering its stand contradictory.

f. Although the electricity supply was temporarily disconnected on 28.11.2025, the Respondent continued to issue electricity bills for December 2025 and January 2026 despite there being no possibility of electricity consumption, thereby exposing serious deficiencies in the billing system.

g. Despite repeated requests, the Respondent failed to furnish certified meter reading details, including opening and closing readings, meter status, and actual billing data from November 2012 to July 2025, thereby depriving the Appellant of an opportunity to verify the correctness of the bills.

h. No statutory "locked premises" notice was ever served despite the Respondent claiming that meter readings could not be taken for more than two years. It was argued that even the Forum had adversely commented upon this lapse and questioned the Respondent's failure to comply with the prescribed procedure.

i. The Appellant contended that the Respondent cannot take advantage of its own administrative negligence by raising excessive and arbitrary bills after failing to record actual meter readings for an extended period.

j. The continued disconnection of electricity supply has caused severe hardship to the occupants of the premises, including vulnerable persons and domestic pets, warranting immediate restoration of supply on humanitarian grounds.

k. Accordingly, the Appellant prayed that the impugned excessive bills, including the August 2025 bill, the inflated average bills, and the bills issued after disconnection, be quashed; electricity supply be restored forthwith; a new calibrated meter be installed; the Respondent be directed to produce complete meter reading and billing records for the relevant period.

4. Post-hearing, the Respondent admitted through telephonic communication that the electricity meter had, in fact, been disconnected on **27.11.2025**. It was further explained that the bills issued thereafter were generated due to a technical/system error and have since been revised, as reflected in Para 2(ix).

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5. Post-hearing, by email dated 01.07.2026, the Appellant contended that the Respondent failed to produce any geo-tagged photograph, consumer-signed meter removal record, or meter seal form in respect of Meter No. 07608235588. In the absence of such evidence, the authenticity of the alleged final meter reading is doubtful. The Respondent made contradictory statements regarding the date of meter disconnection. While it was stated during the hearing that the meter was disconnected in January 2026, the Respondent's written submissions admitted that the meter had been disconnected earlier and that the bills for December 2025 and January 2026 were erroneously generated due to a technical error and were subsequently revised. Generation of electricity bills showing the meter status as "Normal" even after disconnection exposes serious deficiencies in the Respondent's billing system. The Appellant further contended that the Respondent has taken inconsistent stands regarding the failure to record actual meter readings, attributing it before the Forum to the remote location of the premises and before the Ombudsman to the premises remaining locked, thereby reflecting inconsistency in its explanation.

Analysis and Ruling

6. Heard the parties and perused the documents on record. The principal issue for determination is whether the supplementary bill issued in August 2025 on the basis of accumulated consumption of 15,480 units is liable to be interfered with. The record shows that after replacement of the old meter on 06.12.2023, the newly installed meter continued to record actual consumption. However, instead of billing on the basis of actual readings, the Respondent issued average bills of 100 units per month under "Lock" status. Consequently, the accumulated consumption recorded by the meter surfaced only in August 2025 when the actual meter reading was taken. The new meter was in service from 06.12.2023 to 29.10.2025 (a period of nearly 23 months) till the second meter replacement with a smart meter. The average per month comes to 673 (15480/23) units per month.

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7. The abstract of the Consumer Personal Ledger (CPL), reflecting the monthly recorded electricity consumption and the corresponding meter status for the period from April 2021 to February 2026, is reproduced in the Table 2 below:

Table 2

Year	2021-22		2022-23		2023-24			2024-25			2025-26		
Month	Units billed	Meter Status	Units billed	Meter Status	Units billed	Split up Cons.	Meter Status	Units billed	Split up Cons.	Meter Status	Units billed	Split up Cons.	Meter Status
Apr	254	Normal	0	Normal	1		Faulty	100	815	Locked	100	815	Locked
May	249	Normal	0	Normal	1		Faulty	100	815	Locked	100	815	Locked
Jun	281	Normal	0	Normal	1		Faulty	100	815	Locked	100	815	Locked
Jul	249	Normal	0	Normal	1		Faulty	100	815	Locked	100	815	Locked
Aug	189	Normal	0	Normal	1		Faulty	100	815	Locked	15480	815	Normal (19 mths)
Sep	166	Normal	0	Normal	1		Faulty	100	815	Locked	518		Normal
Oct	96	Normal	0	Normal	100		Faulty	100	815	R.N.T.	1033	582	Locked
Nov	229	R.N.T.	229	Faulty	100		Faulty	100	815	Locked	1163	582	Normal (2 mths)
Dec	3	Normal	1	Faulty	10		Normal	100	815	Locked	628		Normal
Jan	0	Normal	1	Faulty	0		Normal	100	815	Locked	639		Normal
Feb	0	Normal	1	Faulty	100	815	Locked	100	815	Locked	0		Normal
Mar	1	Normal	1	Faulty	100	815	Locked	100	815	Locked			
Toal	1717		233		416			1200	9777			7022	
Cons./ Mth	143		19		35			100	815			638	
Note	1. The old meter (No. 09000020780) was replaced with a new meter (No. 07608235588) on 06.12.2023. The Appellant was billed with average consumption of 100 units per month with "refundable," status from Feb. 2024 to July 2025. Subsequently, in August 2025, the system generated a bill for 15,480 units issued covering the entire 19-month period.												
	2. The said new meter (No. 07608235588) was replaced on 29.10.2025 by Smart Meter (No. 530249576) which was temporarily disconnected on 27.11.2025 for non-payment of outstanding dues.												

As per MERC (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 the provision for Billing in the absence of Meter Reading is reproduced as below:

6.3. Billing in the Absence of Meter Reading

16.3.1 In case for any reason the meter is not accessible, and hence is not read during any billing period, the Distribution Licensee shall send an estimated bill to the Consumer:

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Provided that if the Consumer has provided progressive meter reading as per Regulation 15.4.3, the Distribution Licensee shall consider such meter reading for sending the bill:

Provided further that the amount so paid will be adjusted after the readings are taken during the subsequent billing period(s).

16.3.2 *If the meter remains inaccessible after two consecutive efforts to effect a meter reading, then in addition to any remedy available to the Distribution Licensee under Section 163 of the Act, the Consumer shall be served not less than Seven (7) clear working days' notice to keep open the premises for taking the meter reading on the days stated in the notice:*

Provided that the notice shall also indicate the times at which the Authorised Representative shall remain present to read the meter

16.3.3 *Where the Consumer fails to keep the meter accessible on the days and at the times stated in the notice in Regulation 16.3.2 above, the same shall be deemed to be a refusal of entry under the provisions of sub-section (3) of Section 163 of the Act and the consequences thereunder shall apply.*

16.3.4 *Without prejudice to the provisions of the Act, nothing in Regulation 16.3.3 shall apply where the Consumer has provided prior intimation to the Distribution Licensee, with cogent reasons, of any temporary inaccessibility to the meter and has sought a facility for advance payment in accordance with Regulation 16.6.*

16.3.5 *For the purpose of this Regulation 16.3, the estimated bill shall be computed based on the consumption during the corresponding period in the previous year when readings were taken, or the average consumption of the previous Three (3) billing cycles for which the meter has been read by the Distribution Licensee, whichever is higher. 16.3.6. However, the Distribution Licensee shall ensure that such estimated billing does not extend to more than Two (2) billing cycles at a stretch, and there are not more than Two (2) estimated bills generated for a Consumer during One (1) financial year:*

Provided that if the provisional billing continues for more than Two (2) billing cycles except under extraordinary situation due to force majeure, the

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Consumer may pay the last bill issued by the Distribution Licensee based on actual meter reading:

Provided further that the amount so paid will be adjusted during the subsequent billing period(s) based on actual meter reading.

8. The Appellant contended that the Respondent's reply before the Ombudsman was filed late without an extension and should be disregarded. On the merits, the Appellant stated that the historical billing pattern of 85 to 86 units was replaced by inflated average bills of 100 units due to alleged locked premises, culminating in an abrupt, unjustified bill of 15,480 units in August 2025. This was followed by an arbitrary average consumption hike to 805 units per cycle, which is nearly ten times the normal historical usage. Furthermore, the billing system's deficiency was exposed when the Respondent continued to issue bills for December 2025 and January 2026 despite having disconnected the electricity supply in November 2025. The Appellant argued that the Respondent is trying to profit from its own administrative negligence after failing to record actual meter readings for years or serve the mandatory statutory "locked premises" notices. Additionally, the Respondent's inspection report is invalid because it lacks the consumer's signature, and the claim that the premises were locked is directly contradicted by the fact that an inspection took place. Despite repeated requests, the Respondent failed to provide certified historical meter reading data from November 2012 to July 2025. Pointing out that the prolonged disconnection has caused severe hardship to the occupants and domestic pets, the Appellant prayed on humanitarian grounds for the immediate restoration of power, the installation of a new calibrated meter, the production of complete billing records, and the quashing of all excessive, arbitrary bills.

9. The Respondent contended that the Appellant had previously benefited from significant under-billing at its farmhouse due to a defective electromagnetic meter. They argued that this defect resulted in recorded consumption as low as just one unit per month over an extended period from December 2022 to February 2024, as evidenced by the data provided in Table 2. After meter replacement, the billing was entirely justified and necessitated by the fact that the consumer's meter was not read and billed under "Lock Status" for an extended period, due to obstructing regular, actual meter readings. The Respondent argued that the accumulated bill of

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15,480 units issued in August 2025 (19 months) was not arbitrary, but rather a legitimate adjustment reflecting the actual energy consumed over the duration of 19 months when the meter could not be accessed. They maintained that the subsequent average billing of 815 units per month accurately conformed to standard regulatory guidelines for unread meters, and that the official inspection report and billing data reliably established the consumer's liability. The Respondent asserted that the temporary disconnection in November 2025 was a lawful consequence of non-payment. The Respondent admitted that bills for December 2025 and January 2026 were initially wrongly issued due to a technical error, but were subsequently corrected. Finally, they argued that the post-disconnection bills were zero consumption bills, and restricted to only fixed demand charges. The consumer is not entitled to any relief, and prayed for the dismissal of the appeal.

10. The material on record indicates that after replacement of the old meter on 06.12.2023, the newly installed meter continued to record actual consumption. The Appellant continued to receive average bills of 100 units per month under "Lock" Status instead of bills based on actual meter readings. The accumulated consumption recorded by the meter consequently surfaced in August 2025 when the actual reading of 15,481 units was taken. The Respondent has also placed on record the meter photograph, Consumer Personal Ledger (CPL), and laboratory testing report confirming that the removed meter was accurate and was recording consumption within the prescribed limits. No material has been produced by the Appellant to establish that the meter was defective or that the recorded reading was incorrect.

11. The Appellant rightly pointed out that electricity bills were wrongly generated for December 2025 and January 2026 even after temporary disconnection of supply. The Respondent has admitted that the said bills were generated due to a technical error in the billing system and has already revised the bills by granting a credit adjustment of Rs.17,454/-. The grievance on this aspect therefore stands substantially redressed and survives only to the extent of consequential financial relief.

12. The preliminary objection regarding delayed filing of the Respondent's reply also does not merit acceptance. The delay has neither caused prejudice to the Appellant nor affected the

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adjudication on merits. The dispute has been decided after granting adequate opportunity of hearing to both parties.

13. Thus, on an overall appreciation of the evidence, we find no legal or factual infirmity in the finding of the Forum that the disputed consumption represents actual energy recorded by the meter, and that the supplementary billing cannot be interfered with merely because the Respondent continued to generate average bills for a prolonged period of 18 months from Feb. 2024 to July 2025. The Representation, therefore, does not warrant interference with the principal findings recorded by the Forum.

14. The record equally establishes that the present dispute substantially arose due to lapses attributable to the Respondent, namely failure to generate bills on actual meter readings, erroneous continuation of average billing for a considerable period, and lack of effective consumer communication or notice regarding locked status. The Respondent's negligence lead to its own loss, while at the same time leading to an expectation by the consumer that the average of 100 units per month was the normal and fair pattern.

15. Considering these peculiar facts and balancing the equities between the parties, this is a fit case for extending part relief with regard to delayed payment charges and interest. Such relief would adequately compensate the consumer for the administrative lapses of the Respondent without disturbing the liability towards actual energy consumed. Regarding the Appellant's prayer to install yet another new electricity meter at the premises, there is no merit in this demand. There is no evidence that there is any defect in the newly installed smart meter. The false billing issue after its installation has already been addressed, as discussed in para 11.

16. The findings of the Consumer Grievance Redressal Forum on the validity of the supplementary assessment based on the actual meter reading are affirmed.

17. In view of the above, the Respondent is directed to

a) Revise the electricity bills by apportioning the accumulated consumption of 16,942 units over the period from December 2023 to October 2025 at the rate of 737 units

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per month (16,942 ÷ 23 months). For the billing month of November 2025, the consumption shall be considered as 426 units, being the balance consumption arrived at after adjusting the average monthly consumption for October 2025 (737 units) against the total actual recorded consumption of 1,163 units for the combined period of October and November 2025. Accordingly, the consumption for November 2025 works out to 426 units (1,163 − 737 = 426 units).

b) Waive all Delayed Payment Charges (DPC) and interest levied on the outstanding dues from the billing month of August 2025 until the date of this Order. After giving effect to the aforesaid waiver and adjusting all admissible credits, if any, already granted, the balance outstanding amount shall remain recoverable from the Appellant.

c) Issue a revised bill incorporating the above directions and permit the Appellant to pay the outstanding amount in 10 equal monthly instalments.

d) The first instalment shall be paid within 15 days from the date of issuance of the revised bill. The remaining instalments shall be paid on a monthly basis along with the current electricity bills.

e) In the event of default in payment of any instalment on or before its due date, the Respondent shall be at liberty to levy proportionate interest on the overdue amount and take such action for recovery as may be permissible under the applicable law and the relevant provisions of the Supply Code.

f) Upon payment of the first instalment and subject to the Appellant complying with all other applicable requirements under the Supply Code, the Respondent shall forthwith restore the electricity supply to the Appellant's premises.

g) The Respondent shall submit a compliance report to this Office within two months from the date of issuance of this Order.

h) All other prayers made by the Appellant stand rejected.

18. The Representation is disposed of accordingly.

(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

Electricity Ombudsman Mumbai M.E.R.C.

19. The secretariat of this office is directed to refund the amount of Rs.25,000/- taken as deposit to the Respondent to adjust in the Appellant's ensuing bill.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)

(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

Electricity Ombudsman Mumbai. M.E.R.C.