BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 35 OF 2026

In the matter of bill revision and compensation thereof

Vincent Dsouza (Occupier & User) …. …. ………………… ……………… ….Appellant
Azduddin Jamil Shaikh (Original Consumer) (Cons. No. 002230781047)

V/s.

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

Appearances:

Appellant : 1. Vincent D'souza, Occupier & User
2. Manish Sharma, Representative

Respondent : 1. Mahesh Madhavi, Addl. Executive Engineer, Vasai (East) S/Dn.
2. Aashish Kumar Varma, Assistant Accountant.

Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 1st June 2026

Date of Order: 15th July 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 25.02.2026 passed by the Consumer Grievance Redressal Forum, MSEDCL, Vasai in Case No. 001 of 2026. The Forum partly allowed the grievance. The operative part of the order is as under:-

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"2. Power factor recorded due to phase missing is to be set aside and to be considered unity for assessment for the entire faulty assessment period due to faulty meter.

3. Bill should be revised as per kWH billing and kVAH billing before and after the implementation of kVAH billing by respondents as per flying squad report and issue corrected bill.

4. Meter is to be replaced within 30 days from the date of order if not replaced yet."

2. Aggrieved by the Forum's order, the Appellant has filed this representation. An e- hearing was held on 1st June 2026 through video conference. Both the parties were attended the hearing. 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 Low Tension (LT) Industrial Consumer bearing Consumer No. 002230781047/0, from 30.01.2008. The particulars relating to the consumer, date of inspections, and the amount assessed towards under-billings, are summarized in Table 1 & Table 2 below.

Table 1

Appellant	Consumer No.	Address	Sanct. Load /Contract Demand	Date of Supply	Date of Inspection (First)	Date of Inspection (Second)	Date of Inspection (Third)	Meter Replacement
Azduddin Jamil Shaikh (Vincent Dsouza (Occupier & User).	002230781047	Gala No.3, S.No.32, H.No.01, Navjeevan Waliv, Vasai (East).	85.01 HP / 79 KVA	30.01.2008	On 03.09.2024 (Flying Squad, Vasai Inspection): B phase Missing from 24.09.2023.	On 21.01.2025 (AE QC Vasai) , B Phase missing period from 08.07.2024 to 21.01.2025.	On 11.09.2025 (AE QC Vasai),B phase Missing, period from 12.07.2024 to 01.09.2025 (1 year, 1 month, and 20 days, or 416 days).	The old meter (Sr. No. 05796129) was replaced with a new smart meter (Sr. No. M12540030528) on 06.02.2026.

[Note: Though the missing B-phase was discovered in September 2024, the meter could not be replaced by MSEDCL due to shortage of suitable meters. Hence the missing B-phase continued,

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resulting in 1/3rd under-recording of consumption. The total period of B-phase missing, if counted from 24.09.2023 to 06.02.2026 would be about 28 months. However, recovery was effected only for the period from 12.07.2024 up to 01.09.2025(13 months, and 20 days) as shown in Table 2. Balance recovery is pending from 02.09.2025 to 06.02.2026, a period of about 5 months.]

Table 2:

Sr. No.	Inspection / Assessment	Period Assessed	Units Assessed	Amount Assessed	Period	Remarks
1	First Inspection: Flying Squad, Vasai on 03.09.2024 (B-Phase Missing)	24.09.2023 to 31.08.2024 (Part Period)	8,983 Units	Rs.90,076/-	11 months and 7 days	Provisional assessment issued on 13.09.2024 and added in October 2024 bill which was paid by the Appellant
2	Second Inspection: AE (QC), Vasai on 21.01.2025 (B-Phase Missing)	08.07.2024 to 21.01.2025	45,024 Units	Rs.4,43,712/-	6 months and 13 days	Assessment overlapped with the first assessment for 08.07.2024 to 31.08.2024, resulting in double recovery of 8,983 units, subsequently refunded to the consumer (see Sr. No. 3). Hence dues cleared.
3	Third Inspection: AE (QC), Vasai on 11.09.2025 (B-Phase Missing)	12.07.2024 to 01.09.2025	92,527 Units , however assessment done for 38,520 units	Rs.4,04,925/-	13 months and 13 days	Out of the total assessed consumption of 92,527 units, 54,007 units (45,024 + 8,983) had already been recovered. Accordingly, only the balance of 38,520 units was assessed. The demand was raised in December 2025, and the assessed amount of ₹7 lakh was paid on 31.03.2026 along with theaccumulated outstanding dues of Rs. 6,28,340.68 in March 2026.
4	Fourth Inspection : AE (QC), Vasai on 21.01.2026	No recovery was effected during this period. Due to the shortage of meters with MSEDCL, the Appellant was advised to procure a meter from an approved agency for immediate replacement; however, the Appellant declined to do so. Consequently, the faulty meter continued to under-record consumption until its replacement on 06.02.2026.				
5	Assessment Pending	02.09.2025 to 06.02.2026	29042 Units	About Rs. 3,20,000/-	5 months and 4 days	The recovery was kept in abeyance, and no demand was raised during the pendency of the proceedings before the Grievance Redressal Forum.

(ii) MSEDCL identifies cases of phase missing through its Meter Data Acquisition System (MDAS). The MDAS is designed to automatically analyze the AMR/MRI data uploaded into the system and identify various abnormal parameters such as Neutral Disturbance, Current Circuit Tampering, High Neutral Current, Phase Missing, etc. The identified cases are reflected in the MDAS dashboard. A screenshot of the relevant dashboard is kept on record. The Appellant's case was identified accordingly.

(iii) **First Inspection:** On 06.09.2024, the Flying Squad, Vasai, prepared an assessment sheet for recovery on account of B-phase missing for the period 24.09.2023 to 31.08.2024,

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assessing 8,983 units amounting to Rs.90,076/-. A provisional bill was issued to the consumer on 13.09.2024, and the amount was reflected in the electricity bill for October 2024, which was duly paid by the consumer. The details are shown in Table 2. The assessment sheet is kept on record.

(iv) **Second Inspection:** Thereafter, on 21.01.2025, the Assistant Engineer (QC), Vasai Road (East), prepared a fresh assessment sheet for the B-phase missing period from 08.07.2024 to 21.01.2025, assessing 45,024 units amounting to Rs.4,43,712/-, which was recovered through the electricity bill for May 2025. It was subsequently noticed that this assessment overlapped with the earlier assessment, resulting in double recovery of 8,983 units. Accordingly, the excess amount was refunded through B-80 ID No. 19331674, together with the admissible refundable amount, in compliance with the order of the Consumer Grievance Redressal Forum (CGRF). The assessment sheet is on record.

(v) **Third Inspection:** Subsequently, on 11.09.2025, pursuant to the instructions issued by the Head Office, the Assistant Engineer (QC), Vasai Road (East) prepared a revised assessment for 92,527 units on account of B-phase missing for the period 12.07.2024 to 01.09.2025. Since recovery of 54,007 (45,024 + 8,983) units had already been effected under the earlier assessments, only the balance 38,520 units were assessed, amounting to Rs.4,04,925/-. The said amount was reflected in the electricity bill for December 2025, and the assessed amount of ₹7 lakh was paid on 31.03.2026 along with the accumulated outstanding dues of Rs. 6,28,340.68 in March 2026. The assessment sheet is kept on record.

(vi) The supplementary bills issued to the consumer represent the value of actual electricity consumed but not recorded by the meter due to the B-phase missing condition. As per Section 56(2) of the Electricity Act, 2003, no sum due from a consumer becomes irrecoverable within two years where such amount has been continuously shown as recoverable. The recoveries effected by MSEDCL are therefore well within the statutory period of limitation. It is submitted that replacement of the meter could not be undertaken earlier due to non-availability of suitable meters with MSEDCL.

(vii) MSEDCL, vide Circular Nos. CE/MMD/Meter/23097 dated 23.12.2020 and CE/MMD/Meter/15711 dated 13.06.2022, permitted consumers to procure and install

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approved meters, conforming to MSEDCL specifications, at their own cost through empanelled agencies. Despite availability of this option, the consumer chose not to avail the same, thereby continuing to derive benefit from the missing phase situation. Copies of the circulars are kept on record.

(viii) Subsequently, MSEDCL issued Circular Nos. MMD/AMISP/28745 dated 21.09.2023 and MMD/AMISP/64 dated 01.01.2025, awarding work orders under the AMISP programme for replacement of all defective single-phase and three-phase meters with Smart Meters. Pursuant thereto, a large-scale meter replacement drive was undertaken in Vasai Circle, and MSEDCL has been replacing faulty meters proactively without any cost to consumers. Copies of the said circulars are kept on record.

(ix) In the meantime, the Appellant filed a grievance before the Forum on 02.01.2026 seeking withdrawal of the B-phase missing recovery. By order dated 25.02.2026, the Forum directed that the power factor during the phase-missing period be treated as unity, the supplementary bill be revised in accordance with the Flying Squad assessment based on the applicable billing methodology, and the defective meter be replaced within thirty days, if not already replaced.

(x) The order of the Forum has been duly complied with by considering a power factor of unity. Pursuant thereto, MSEDCL granted a credit of Rs.1,10,486/- to the consumer through B-80 ID No. 19331674, which included refund of the excess recovery **pertaining to 8,983 units (First Inspection).** The consumer's meter was replaced on 06.02.2026. The refund calculation sheet and revised billing calculations are kept on record.

(xi) The Respondent relied upon the subsequent tamper event, which indicated that the B-phase PT voltage continued missing. As a result, the meter recorded approximately one-third less consumption than the actual consumption. This condition continued until the meter was replaced with a smart meter on 06.02.2026. Accordingly, the B-phase PT voltage remained absent during the period from 12.07.2024 to 06.02.2026. (1 year 6 months & 25 days) which is less than 24 months and within the limit of Section 56(2) of the Act.

(xii) In view of the above facts and circumstances, the Respondent prays that the representation of the Appellant be rejected and permit MSEDCL to raise and recover the balance

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supplementary bill on account of B-phase missing for the period October 2025 to February 2026.

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

(i) The Appellant-Vincent Dsouza, the occupier of the premises, has taken the premises on rent and is carrying on business in the name of Kodex Kitchen Industries Pvt. Ltd., which manufactures modular kitchen products and stainless-steel kitchen accessories, including modular kitchen cabinets, kitchen trolleys, pantry units, cutlery trays, corner storage units, wardrobe fittings and other modular storage accessories.

(ii) On 03.09.2024, a Flying Squad of MSEDCL inspected the Appellant's premises on suspicion of power theft. The Appellant permitted the inspection over the telephone as he was not present, while the factory manager remained present. After inspection, the officers informed the Appellant that no power theft was detected and that the B-phase was missing due to a loose screw connection in the meter, which they rectified. *[Note: In fact, no voltage was extended to the meter]*. They also informed the Appellant that supplementary charges would be recovered on account of the B-phase missing condition. Accordingly, an amount of Rs.90,076/- was added as bill adjustment charges in the electricity bill for October 2024. The Appellant paid the said amount along with the regular electricity bill. *[Note: The said assessed units were refunded while bill assessment of third Inspection]*

(iii) Within a short period (on 21.01.2025), another inspection team from Vasai visited the premises again alleging power theft. The Appellant informed them about the earlier inspection and the payment already made. After inspection, the officers again found that the issue was with the meter and rectified the defect. The Appellant requested the officers to replace the defective meter immediately so that the issue would not recur. Thereafter, no officer visited the premises and the Appellant was under the bona fide belief that the defect had been permanently rectified.

(iv) However, in April 2025, the Appellant received another supplementary bill containing bill adjustment charges of Rs.4,43,712/- on account of the alleged B-phase missing condition.

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(v) On 14.05.2025, the Appellant personally visited the office of the Additional Executive Engineer, Vasai Road (East), to ascertain the reasons for the additional demand. During the discussion, the officials informed the Appellant that the loose screw in the meter was intermittently making and breaking contact. Being dissatisfied with the explanation, the Appellant informed the officers that he would approach the Consumer Grievance Redressal Forum and again requested immediate replacement of the defective meter. The officers assured that the meter would be replaced within four days.

(vi) Despite repeated follow-up over telephone, the meter was not replaced. The Appellant was informed that there was a shortage of replacement meters. The Appellant again submitted a written request on 13.06.2025, but was given the same assurance that the meter would be replaced shortly.

(vii) Since the defective meter continued in service, the Appellant continued to follow up with MSEDCL and also paid the regular electricity bills along with part payments towards the supplementary demand to avoid accumulation of arrears.

(viii) In December 2025, MSEDCL again raised a supplementary bill of Rs.4,04,925/- as bill adjustment charges for the alleged B-phase missing condition. (This is not paid.)

(ix) Having no other remedy, the Appellant approached the Forum on 02.01.2026. After hearing the parties, the Forum passed an order dated 25.02.2026 directing MSEDCL to revise the supplementary bill in accordance with its directions and to replace the defective meter immediately.

(x) The defective meter was replaced on 06.02.2026. Despite regular payments of electricity bills, officers of MSEDCL repeatedly visited the premises and threatened disconnection of electricity supply unless the outstanding amount was immediately paid. **On 26.03.2026, the Appellant received a demand letter calling upon him to pay Rs.7,11,590/- immediately.** On 30.03.2026, the Appellant submitted a written reply requesting complete details of the said demand, particularly since the demand letter referred to a credit adjustment of Rs.1,01,189/-. The Appellant also pointed out that the security deposit of Rs.1,65,500/- and additional payments of about Rs.88,000/- had already been made. On 31.03.2026, MSEDCL officers again visited the premises and insisted that unless

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approximately Rs.7,00,000/- was paid immediately, the electricity supply would be disconnected. Under compulsion and to avoid disruption of industrial activities, **the Appellant paid Rs.7,00,000/- on the same day.** *[**Note:** The balance of 38,520 units was assessed pursuant to the third inspection. A demand of ₹4,04,925/- was raised in December 2025. By March 2026, the total outstanding dues had accumulated to ₹6,28,340.68. Against these outstanding dues, the Appellant paid ₹7,00,000/- on 31.03.2026.]* Thereafter, the Appellant started receiving electricity bills showing zero outstanding dues. The officers assured the Appellant that the billing would be corrected in the next bill. However, even the subsequent bills continued to show zero outstanding dues.

(xi) The Appellant has always paid the regular electricity bills promptly and has suffered unnecessary hardship due to repeated supplementary bills, repeated inspections, delay in replacement of the defective meter and repeated threats of disconnection. The uncertainty in billing has also adversely affected the costing of the Appellant's manufactured products.

(xii) The Respondent has issued repeated supplementary bills on the basis of different assessments for the same B-phase missing condition. The Respondent itself admits that there was an overlapping assessment resulting in double recovery of 8,983 units, which was subsequently refunded. This clearly establishes that the assessments were not free from error and cannot be treated as final or conclusive.

(xiii) The Respondent has relied upon MDAS data to contend that the B-phase remained missing for a prolonged period. However, no evidence has been produced to show that the Appellant was responsible for the meter defect or had committed any act of tampering or unauthorized interference. The defect was admittedly in the meter belonging to MSEDCL.

(xiv) Despite knowing of the defect through its own MDAS and repeated inspections, the Respondent failed to replace the meter within a reasonable time. The consumer cannot be penalized for the Respondent's failure to replace its own defective meter. The Respondent's contention that replacement could not be carried out due to shortage of meters is merely an internal administrative issue and cannot justify repeated supplementary recoveries from the consumer.

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(xv) The Respondent's contention that the Appellant could have purchased a new meter under certain circulars is also misconceived. The circulars only provide **an optional facility** and do not impose any obligation upon the consumer. The statutory duty to maintain and replace defective meters continues to rest upon MSEDCL.

(xvi) The Consumer Grievance Redressal Forum directed the Respondent to revise the supplementary bill by treating the power factor as unity during the phase missing period, revise the billing in accordance with the Flying Squad assessment and the applicable billing methodology, and replace the defective meter. The Respondent was required to comply with these directions in their true spirit.

(xvii) The Respondent has already recovered substantial supplementary amounts and thereafter refunded certain amounts after discovering errors in its own assessment. This shows that the assessment process was uncertain and liable to mistakes.

(xviii) **Raising a further supplementary bill for the period from October 2025 to February 2026 is wholly unjustified. Having knowledge of the defective meter, the Respondent ought to have replaced it immediately. The financial consequences of its own delay cannot be passed on to the Appellant.**

(xix) The Appellant submits that supplementary billing cannot be based on assumptions or estimates without reliable evidence establishing the actual unrecorded consumption. The burden of proving the correctness of the assessment lies entirely upon the Respondent.

(xx) In view of the above facts and circumstances, the Appellant prays that the impugned supplementary assessments be quashed and set aside, the Respondent's prayer for raising any further supplementary bill be rejected, and appropriate relief be granted in favour of the Appellant.

Analysis and Ruling:

4. Heard the parties and perused the documents on record. . The particulars of the electricity connection, date of inspection, retrospective recovery, and the corresponding recovery period are summarized in Table 1 & 2.

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5. The Appellant contended that during the inspection dated 03.09.2024, MSEDCL found no power theft and informed that the B-phase was missing due to a loose screw connection in the meter. The Appellant paid the first supplementary bill of Rs.90,076/- and repeatedly requested replacement of the defective meter, but MSEDCL failed to do so, citing shortage of meters, while raising further supplementary bills of Rs.4,43,712/- and Rs.4,04,925/-. The Appellant submitted that the Forum directed revision of the supplementary bills and replacement of the meter, which was replaced only on 06.02.2026. It was further contended that the repeated assessments were overlapping and erroneous, resulting in double recovery of 8,983 units, and that there was no evidence of tampering by the Appellant. According to the Appellant, the Respondent cannot shift the consequences of its failure to the consumer for purchasing a meter to replace the defective meter, and therefore the subsequent assessments deserve to be quashed.

6. The Respondent contended that the Appellant is an LT Industrial consumer and that during inspections conducted on 03.09.2024, 21.01.2025 and 11.09.2025, the meter was found to be operating with a B-phase missing condition, resulting in under-recording of electricity consumption. Based on the MRI/MDAS data, supplementary assessments of Rs.90,076/-, Rs.4,43,712/- and Rs.4,04,925/- were raised and subsequently paid. The Respondent admitted that the second assessment overlapped with the first, resulting in double recovery of 8,983 units, which was subsequently refunded in compliance with the Forum's order. It was further submitted that the meter could not be replaced earlier due to shortage of meters, though the consumer had the option to procure a meter through an approved agency. According to the Respondent, the under-recording continued from 12.07.2024 to 06.02.2026 (1 year, 6 months and 25 days), which is within the limitation period prescribed under Section 56(2) of the Electricity Act, 2003. The Respondent therefore contended that the supplementary bills represent actual unrecorded consumption and sought permission to recover the balance supplementary assessment of about Rs.3.20 lakh for the period from 02.09.2025 to 06.02.2026.

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7. The main extracts from April 2022 onwards from the Consumer's Personal Ledger, as prepared by the Ombudsman's office, are presented below.

Table 3:

Year	2022-23	2023-24	2024-25	2025-26	2026-27
Month	Units billed	Units billed	Units billed	Units billed	Units billed
Apr	21171	9437	13595	8197	0
May	24873	9156	10451	8606	46536
Jun	31526	9780	14247	12891	
Jul	27588	17288	13388	21395	
Aug	32247	16362	10893	16869	
Sep	46690	16147	12917	15634	
Oct	32859	20922	18876	13439	
Nov	15911	20458	13136	13478	
Dec	13119	19036	17709	14199	
Jan	12538	13956	14252	14328	
Feb	10300	15310	13712	16481	
Mar	15000	16070	8563	0	
Toal	283822	183922	161739	155517	46536
Cons/Mth	23651.83	15326.83	13478.25	12959.75	23268
Note:	The old meter (Sr. No. 05796129) was replaced with a new smart meter (Sr. No. M12540030528) on 06.02.2026.				

The consumer availed three-phase electricity supply, but due to the absence of B-phase voltage at the meter, the consumption recorded by the meter was limited to two phases, resulting in under-recording of actual energy consumed. The meter itself was not defective; rather, the B-phase input voltage was not reaching the meter. The MRI data, which contains complete event records and is a recognized tool for assessment of such cases, clearly establishes the B-phase missing condition and the consequent under-recording of consumption.

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8. The benefit of Regulation 16.4.1 of the MERC (Electricity Supply Code and Standards of Performance) Regulations, 2021 is not available in the present case. The said Regulation applies to defective, stuck, stopped or burnt meters and provides for average billing only during the limited period until the defective meter is replaced, ordinarily within three months, after which billing resumes on the basis of normal meter readings. Since the present case involves under-recording due to a B-phase missing condition and not a defective meter within the meaning of the Regulation, the Appellant is not entitled to the benefit of Regulation 16.4.1.

Accordingly, **the recovery period is restricted to 24 months** under Section 56(2) of the Electricity Act, 2003, which provides

> *"(2) 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."*

The Larger Bench Judgment dated 12.03.2019 of the Hon'ble Bombay High Court in W.P. No. 10764 of 2011 (with connected matters) has interpreted the above provision to permit recovery retrospectively for 24 months in cases of mistake or oversight. In the present matter, recovery period is from **12.07.2024 to 06.02.2026** (1 year, 6 months and 25 days).

9. The Judgment dated 18.12.2018 of the Hon'ble Bombay High Court, Bench at Aurangabad in W.P. No. 8613 of 2017 is also applicable. The relevant portion reads:

> *33. It is therefore, obvious in the present case that there was nothing intrinsically wrong with the meter. As under-recording of electricity consumed was associated with the act of the electrician in wrongly attaching the wires to the R,Y & B phases. I am, therefore, of the view that such a wrong attachment of wiring by the electrician would not amount to a defect in the meter. Consequentially, due to the under recording of the meter, the Appellant has consumed such energy as was normally required to be consumed and the Petitioner has lost the revenue for such under recording.*

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34. *Clause 3.4.4 of the Regulations, 2005 enables the Petitioner to recover the charges for the electricity actually supplied, which would include a fixed charge as Page 9 of 12 77 of 2023 Reliance Corporate IT Park Ltd. per the prescribed rates. The Appellant, therefore, has to pay full charges for the electricity actually consumed.*

35. *In the Municipal Corporation case (supra), this court has sustained the supplementary bill raised by the Electricity Company and this Court has upheld the recovery of the amount mentioned in the supplementary bill.*

In view of the above legal position, while the meter was not defective and the Respondent is entitled to recover charges for actual energy consumed, such recovery must be confined to a legally permissible period of 24 months preceding the inspection.

10. The Representation of the Appellant is rejected and the Respondent has liberty to raise additional bill of balance period from 02.09.2025 to 06.02.2026 and the Representation is disposed of accordingly.

11. 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)

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