

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION 67 OF 2026

In the matter of reduction of the sanction load and correction of bills wrongly issued.

Gopalak Sahakari Dudh Utpadan & Puravatha Sangh Ltd..... Appellant

V/s.

Maharashtra State Electricity Distribution Co. Ltd. Sangli (R) Respondent
(MSEDCL)

Appearances:

Appellant : Javid Momin, Representative

Respondent : 1. Yuvraj G. Patil, Executive Engineer, Sangli Rural
2. Devendra V. Patil, Dy. Executive Engineer, Tasgaon 2 S/Dn.
3. Nisar S. Shikalgar, Jr. Law Officer, Circle Office, Sangli

Coram: Vandana Krishna [I.A.S. (Retd.)]

Date of hearing: 22nd July 2026

Date of Order: 7th October 2026

ORDER

This Representation was filed on 24th June 2026 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the order dated 23rd April 2026 passed by the Consumer Grievance Redressal Forum, Sangli Circle (the Forum) in Case No. 23 of 2025. The Forum rejected the grievance application of the Appellant.


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2. Aggrieved with the order passed by the Forum, the Appellant has filed the present representation. A physical/e-hearing was conducted on 22nd July 2026 through video conferencing, wherein the Appellant was physically present, while the Respondent attended through video conferencing. The parties were heard at length. The Respondent's submissions and arguments are stated below: *[The Electricity Ombudsman's observations and comments are recorded under 'Notes' where needed.]*

- (i) The Appellant is an industrial consumer (281549004530) from 06.08.2001. The particulars of electric connection are tabulated in Table 1.

Table 1:

Name of Consumer	Consumer No.	Address	Date of Supply	Purpose	Enhancement of Load/Contract Demand in 2001	Extension of Load of 24 HP (From 83 to 107 HP) and 60 kVA Contract Demand (From 40 to 100 kVA)	San. Load / Contract Demand was as per CPL on record from Jan. 2013	Sanctioned Load/Contract Demand as per CPL from July 2019 onwards:
Gopalak Sahakari Dudh Utpadan & Puravatha Sangh Ltd.	281549004530	At Post:- Ankalkhop, Tal:-Palus, Dist:-Sangli	06.08.2001 with 33 HP sanctioned laod	Industrial	Load enhanced to 83 HP (33 HP + 50 HP) with a Contract Demand of 40 kVA.	The Appellant applied for the load extension in 2005 from 83 HP/40kVA to 107 HP/100 kVA. and paid Rs.87,000/- on 11.02.2006. The load extension was sanctioned under the HT category; however, the requisite HT works at the consumer's end were not carried out.	83 HP /40 kVA upto June 2019 as permissible in LT category	107 HP/100 kVA, supplied under LT category as permissible up to 100 kVA. Additional SD of ₹24,000/- was paid, making the total SD ₹73,400/- (₹49,400 + ₹24,000), along with a ₹100/- processing fee.

The Appellant is engaged in milk collection, processing, and milk supply operations.

Preliminary Submissions:

- (ii) The Appellant applied in 2005 for enhancement of load from 83 HP/40 kVA to 107 HP/100 kVA, involving an additional load of 24 HP/60 kVA, and paid statutory charges of ₹87,000/- on 11.02.2006. The breakup of the said amount is as follows:


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Sr. No.	Particulars	Amount (Rs.)
1	Fixed Service Connection Charges: Rs. 11,000/-	11000
2	Service line Charges	30000
3	Metering cost	22560
4	Security Deposit	23400
5	Agreement Bond	40
	Total	87,000

Although the enhancement was sanctioned under the HT category, the requisite HT works at the consumer's end, as specified in the sanctioned estimate, were not carried out, and the additional Contract Demand was not released in 2006. *[Note: It appears that the amount of ₹87,000/- was not refunded but was adjusted in July 2019 at the time of load extension.]*

Subsequently, in July 2019, the enhanced load of 107 HP/100 kVA was sanctioned and released under the LT category at the consumer's request, as a load of 100 kVA was now permissible under the LT category in terms of the MERC (Standard of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014, effective from 20.05.2014. *[Note: Hence the HT works were no longer required.]* The Appellant paid an additional Security Deposit of ₹24,000/-, taking the total Security Deposit to ₹73,400/- (₹49,400/- + ₹24,000/-), along with a processing fee of ₹100/- and ₹24,118/- towards the differential charges as per the revised Schedule of Charges. *[Note: It is not clear if any interest was given on the earlier charges of Rs.87,000/- paid in 2006, which remained 'unutilised'. Considerable interest would have accumulated on this amount from 2006 to 2019, and this benefit could have been passed on to the consumer, without insisting on paying additional security deposit.]*

- (iii) Meanwhile, the consumer had exceeded the sanctioned contract demand of 83 HP / 40 kVA during the period **August 2018 to August 2019**, hence, the Respondent levied


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excess demand charges of ₹2,18,564/- on a monthly basis which were not paid, leading to interest and DPC. That is the main cause of this dispute.

- (iv) The Appellant filed a grievance before the Internal Grievance Redressal Cell (IGRC) on 18.10.2019 seeking withdrawal of interest and delayed payment charges, **revision of bills for the period from 2005 to 2019**, and reversal of Excess Demand Charges levied in September 2018. The IGRC, vide Order dated 21.12.2019, rejected the said grievance.
- (v) The Respondent submitted that, if aggrieved by the Order of the Internal Grievance Redressal Cell (IGRC), the Appellant had the remedy of approaching the Consumer Grievance Redressal Forum, Kolhapur, in accordance with the prescribed grievance redressal procedure. However, the Appellant did not avail of the said remedy.
- (vi) The Appellant subsequently filed a grievance application before the District Consumer Disputes Redressal Commission, Sangli, on 03.03.2020 in Case No. 06/2020, alleging **non-release of the additional load requested in December 2005** and sought the following reliefs:
 - a. Compensation of Rs.4,00,000/- for deficiency in service on account of delay in releasing the load, along with daily compensation of Rs.10,000/- from 29.02.2020 till the date of the order; and
 - b. Reimbursement of Rs.20,000/- towards the cost of the proceedings.
- (vii) The District Consumer Disputes Redressal Commission, Sangli, after hearing the parties and considering their submissions, vide its Order dated 01.04.2025, (5 years after the complaint was filed) rejected the Appellant's grievance. The Appellant has still not paid the dues.
- (viii) A civil suit for recovery of Rs.12,11,890/-, being the outstanding dues up to January 2026, has been instituted by the Respondent before the competent Civil Court (Civil Judge Senior Division Vita) on 25.03.2026 and is registered as Civil Suit No. 49/2026.


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- (ix) The Appellant again filed the same grievance before the Forum on 16.03.2026 i.e. after about 21 years and with same subject, which is time barred as per Regulation 7.8 & 7.9 of CGRF& EO Regulations 2020.
- (x) In view of the above circumstances, the grievance is not maintainable before this authority.

Submissions on Merit:

- (xi) As per record available with the Respondent, the Appellant filed a load extension application with the Respondent on 29.11.2005. The details of sanctioned load etc. are given below. At that time, the required increased load fell under the HT category, requiring line extension works.

Table 2:

Sanction Letter dated 14.12.2005			
Sanction of Load Extension on 11 kV HT Power supply			
Particulars	Sanctioned Load	Maximum Demand	Purpose
Existing LT Power Supply	61.92 kW (83 HP)	40 kVA	Goli Pend (Animal food)
Additional Load Required	18.08 kW(24 HP)	60 kVA	
Total	80 kW (107 HP)	100 kVA	
Demand Note : Payment : Rs .87,000/-			
Validity : One Year			
Main Condition : Construction of Line: 11 kV line up to the point of supply to be constructed by the consumer under the supervision of MSEDCL Representative.			
Sanctioning Authority : Superintending Engineer Sangli Circle			

[Note: it is not clear why a milk supply cooperative applied for load extension for making animal feed.]

- (xii) The Appellant paid Rs. 87,000/- on 11.02.2006, however, never commissioned the 11 kV line and never installed the Distribution Transformer of consumer side, 11 kV HT supply Work. The said estimate was not revalidated further. The proposal for enhancement of load had been conditionally approved vide letter No. SE/T/5/AEC/4501 dated 14.12.2005, subject to fulfilment of the prescribed technical,


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commercial and statutory requirements. A copy of the said approval letter is kept on record.

- (xiii) **The Appellant failed to fulfil the mandatory technical, statutory and procedural requirements stipulated in the conditional approval. Consequently, the enhanced Contract Demand could not be incorporated in the billing records, and the sanctioned Contract Demand continued to remain at 40 kVA. The Respondent therefore attributed the non-incorporation of the enhanced load to the Appellant's non-compliance.**
- (xiv) Despite the CD remaining at 40 kVA, from 2005 to Nov. 2018, this did not lead to any issue or dispute, as the actual electricity load did not exceed 40 kVA. *[Note: It seems that the consumer did not actually require the applied additional load till November 2018, nor did he raise the issue from 2005 to 2018.]* The records indicate an abnormal increase in electricity consumption from November 2018 onwards, resulting in repeated exceedance of the sanctioned Contract Demand of 40 kVA. **This increase coincided with the permanent disconnection of another industrial connection at the same premises in August 2018 for non-payment of substantial arrears.** The Respondents submitted that these circumstances indicate irregularities in the utilisation of the electricity infrastructure. *[Note: The Respondent indicates that possibly the consumer had been diverting and utilising the additional load required from this other connection.]* Because of this, the Respondent levied excess demand charges and penalty of Rs₹2,18,564/- on a monthly basis mainly for the period from **August 2018 to August 2019.**
- (xv) The month-wise details of the sanctioned Contract Demand, recorded Contract Demand, Contract Demand penalty, and kWh consumption for the years **2018-19 and 2019-20** are set out below.

Table 3:


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Year	2018-19				2019-20			
Month	Sanctioned Contract Demand (kVA)	Recorded Contract Demand (kVA)	Contract Demand Penalty (Rs.)	kWH Cons. (Units)	Sanctioned Contract Demand (kVA)	Recorded Contract Demand (kVA)	Contract Demand Penalty (Rs.)	kWH Cons. (Units)
Apr	40	42	555	702.94	40	86	20286	7406
May	40	33	0	542	40	95	24255	8825
Jun	40	39	0	471	40	94	23814	5909
Jul	40	37	0	511	40	102	27342	7275
Aug	40	47	1942.5	529	40	90	22050	4015
Sep	40	44	1110	415	100	93	0	4905
Oct	40	45	2100	432	100	101	441	6978
Nov	40	67	11340	802	100	92	0	4345
Dec	40	87	19740	1671	100	106	2646	4324
Jan	40	82	17640	1726	100	102	882	2860
Feb	40	96	23520	4171	100	58	0	449
Mar	40	85	18900	4247	100	58	0	314
Total			96,847.50	16,219.94			1,21,716	57,605

Total charges / C.D. penalty = Rs.96,847+1,21,716= Rs.2,18,563

- (xvi) As the enhanced Contract Demand was not formally regularised till September 2019, the Appellant's electricity consumption in excess of the sanctioned Contract Demand of 40 kVA is reflected in the available records from January 2013 onwards. Since records for the period prior to January 2013 are not available, January 2013 is the earliest month from which such excess consumption can be established on the basis of the available records. Accordingly, mainly from Aug.2018 to Aug. 2019, MSEDCL levied excess demand charges and applicable penalties, as detailed in the table above, in accordance with the prevailing tariff provisions and applicable Supply Conditions. *[Note: The recorded C.D. exceeded even 100 kVA intermittently during 2019 -20.]*

- (xvii) **In July 2019, the Appellant completed the pending procedural requirements, submitted the requisite documents and paid differential charges of Rs.24,118/-. Thereafter, the enhanced Contract Demand of 100 kVA was duly regularised and incorporated in the billing system. The Respondents therefore attributed the**


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delay in regularisation to the Appellant's non-compliance with the prescribed requirements. *[Note: This non-compliance included line extension and DT works needed for HT supply, which was required prior to 20.05.2014 when the new MERC regulations came in force. After 20.05.2014 100 kVA supply was covered under the LT infrastructure. However, it seems that the additional sanctioned load of 100 kVA could still not be regularised in 2014, till the additional SD or charges were paid and the formalities were completed. Apparently, had the Appellant attended to this long pending issue in 2014 itself, and applied for enhanced load regularisation by paying the necessary charges, he could have avoided the entire dispute. However, he neglected to do so till July 2019.]* While doing the load Regularization in July 2019, the amounts paid earlier were adjusted. (107 HP/100 kVA was sanctioned under the LT category, permissible up to 100 kVA. Additional SD of ₹24,000/- was paid, increasing the total SD to ₹73,400/- (₹49,400 + ₹24,000), along with ₹100/- processing fee and ₹24,118/- towards the differential amount as per the revised Schedule of Charges.)

- (xviii) The Consumer Personal Ledger reflects that the Appellant repeatedly made partial payments during the period from 2018 onwards through RTGS/NEFT to MSEDCL against actual monthly bills. Such partial payments resulted in accumulation of arrears, despite repeated notices from MSEDCL to clear the outstanding dues.
- (xix) The Appellant filed a grievance in IGRC on 18.10.2019 and before the District Consumer Commission on 03.03.2020. After dismissal of the consumer complaint by the District Consumer Commission, MSEDCL issued a fifteen-day demand notice calling upon the Appellant to clear the outstanding dues. Despite repeated communications, the Appellant failed to make payment. Consequently, for non-payment of the outstanding electricity dues, **the supply was disconnected on 15.09.2025.**
- (xx) As the Appellant failed to clear the outstanding dues, MSEDCL instituted Special Civil Suit No. 49/2026 on 25.03.2026 before the Hon'ble Civil Court, Senior Division, Vita,


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for recovery of the said amount. **The issues relating to liability and recovery of the dues are therefore sub-judice before the competent Civil Court.** A copy of the Civil Suit and its present status are kept on record.

- (xxi) The connection remained disconnected for more than six consecutive months due to non-payment of dues. Consequently, under the applicable MERC Regulations, the supply agreement stood terminated, and the Appellant could not seek restoration without clearing the outstanding liabilities.
- (xxii) The present Appeal is misconceived and not maintainable, as the Appellant has sought to reopen issues already adjudicated by competent forums. The CGRF, Sangli, vide Order dated 23.04.2026, rejected the grievance on the basis of the facts, documents and applicable law.
- (xxiii) Substantially identical issues had earlier been adjudicated by the District Consumer Commission, Sangli, in Consumer Complaint No. 61 of 2020, which was dismissed vide Judgment and Order dated 01.04.2025. The Appellant cannot reagitate the same issues in successive proceedings. **The present Appeal is therefore barred by principles of finality of litigation and analogous principles of res judicata.**
- (xxiv) Without prejudice, the grievance was also barred by limitation under the applicable MERC Regulations. The principal grievance relates to the load enhancement sought in 2005–2006, whereas **the complaint before the Forum was filed only on 16.03.2026.** The Forum therefore rightly held the grievance to be barred by limitation and not maintainable.
- (xxv) The Respondents rely upon the decision in Representation No. 82/2019, wherein the Electricity Ombudsman rejected the representation as time-barred under the applicable two-year limitation. The Respondents further relied upon the judgment of the Hon'ble Bombay High Court, Aurangabad Bench, in W.P. Nos. 6859, 6860, 6861 and 6862 of 2017, decided on 21.08.2018, upholding the two-year limitation for grievances under Section 42(5) of the Electricity Act and the applicable Regulations. The Respondents relied upon Representation No. 103 of 2025, decided by the Electricity Ombudsman


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on 11.12.2025, wherein the grievance filed after nearly six years was held barred under Regulations 7.8/7.9(c) of the MERC (CGRF & EO) Regulations, 2020.

- (xxvi) The Forum's Order dated 23.04.2026 is legal and proper, and that the Appellant has failed to establish any error or deficiency on the part of MSEDCL. The Appeal therefore deserves to be dismissed with costs.
- (xxvii) While carrying out load regularization in July 2019, the amounts paid earlier were duly adjusted. The increased load of 107 HP/100 kVA was finally sanctioned under the LT category, permissible up to 100 kVA, against which an additional SD of ₹24,000/- was paid, increasing the total SD to ₹73,400/- (₹49,400 + ₹24,000), along with ₹100/- towards processing fee and ₹24,118/- towards the differential amount as per the revised Schedule of Charges.
- (xxviii) In view of the above, the representation of the Appellant be dismissed with cost, with direction to pay the outstanding dues to MSEDCL.

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

- (i) The Appellant is an industrial consumer (281549004530) from 06.08.2001. The particulars of the electricity connection are tabulated in Table 1.
- (ii) The Appellant was engaged in milk collection, processing, and milk supply operations. Initially, the sanctioned load was 33 HP. Subsequently, in 2001, the load was enhanced to 83 HP with a Contract Demand of 40 kVA. The Appellant applied for the load extension in 2005 from 83 HP/40kVA to 107 HP/100 kVA and paid Rs.87,000/- on 11.02.2006. *[Note: - According to the Consumer Personal Ledger (CPL) on record, the sanctioned load and contract demand was still registered at 83 HP / 40 kVA from January 2013 up to June 2019. It is not clear if the Appellant was aware of this fact, hence that if he exceeded CD of 40 kVA, he would be liable to pay penalty.]*
- (iii) The Appellant started utilizing the additional machinery from 2018 onwards as tabulated in Table 3 in line with the increased load capacity. The Appellant did not use


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more than sanctioned contract demand of 40 KVA up to July 2018 except March 2014 (52 KVA) & April 2014(42 kVA). Consequently, it was necessary to reflect the enhanced load capacity of 100 kVA instead of 40 kVA on the electricity bills; however, the Respondent failed to update this on the billing statements. **Despite the additional load being officially sanctioned in the year 2005, the electricity bills continued to erroneously show a Contract Demand of only 40 kVA.** Operating under the incorrect impression that the Appellant was drawing excess demand, the Respondents issued a penalized bill in the year 2011. Due to this persistent oversight on the bills, wherein the load remained wrongly recorded at 40 kVA, the Respondent unlawfully charged excess demand penalties and interest against the Appellant continuously from 2005 to 2019. *[Note: The sanction letter was issued as mentioned in the Respondent's submission with various conditions like its validity being one year and the amount of Rs.87000/- to paid within the validity period, conversion of LT power supply to HT power supply, construction of 11 kV line up to the point of supply under the supervision of MSEDCL representative, etc. However, the construction work of 11 kV line was not done, including conversion from LT to HT], hence the supply was not released. Further, the Appellant does not explain why he did not approach the Consumer Grievance Redressal Mechanism during this period (2005 to 2019) if he was being wrongly charged excess demand penalty.]*

- (iv) In order to avoid the disconnection of electricity supply, the Appellant paid the inflated bills up to the month of February 2021, including the erroneously levied penalties and interest. Subsequently, this billing discrepancy was formally brought to the notice of the MSEDCL officials. However, instead of rectifying the billing error, the Respondent issued a notice threatening disconnection. Carrying out the said threat, the Respondent disconnected the power supply on 16/10/2025. Although the supply was subsequently restored following representations made during a visit to the Respondent's officials, **the wrongly charged penalties and interest have yet to be corrected. Therefore, it is respectfully prayed that the excess amounts charged**


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and recovered by the Respondent be adjusted against future electricity bills and credited to the account of the Appellant.

- (v) Upon realizing their oversight in June 2019, MSEDCL officials requested the Appellant to re-furnish the documentation concerning the load enhancement request. Consequently, in July 2019, the increased load of 107 HP (equivalent to 100 kW) was formally updated on record, and the Appellant duly deposited the required charges. **The Respondent illegally recovered deposits for the same load extension on two separate occasions—first in 2005 and again in 2019.** Subsequently, **in March 2023, the Deputy Executive Engineer, Tasgaon, issued a notice to the Appellant demanding the immediate payment of an alleged outstanding balance of Rs. 6,84,323/- computed up to February 2023.** The said notice also stated that an adjustment of Rs. 1,73,523/- for the period from November 2018 to June 2019 had been deducted, directing that the balance amount be resolved.
- (vi) Thus, it is evident that although the additional load was formally sanctioned in the year 2005, the Respondents failed to update their official records. Consequently, the demand notice issued by the Respondents is entirely illegal, arbitrary, and inapplicable to the Appellant. *[Note: This notice was issued in March 2023, so the Appellant could have raised a grievance before the Forum by March 2025, i.e. within 2 years. However, he actually approached the Forum only in March 2026, i.e. one year beyond the limitation period, if counted from the date when notice was issued.]*
- (vii) **Furthermore, the Respondents have failed to provide clarity or verification as to whether the sum of Rs. 2,40,000/- paid by the Appellant during the period from 2018 to 2023 has been duly credited to the Appellant's account.**
- (viii) **The Appellant stated that in the year 2022, the Appellant submitted a formal application to MSEDCL requesting a reduction in the load capacity as certain machinery had broken down and was subsequently disposed of, rendering the additional load unnecessary. Despite this request, the Respondents failed to take**


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any action or update the record. *(Note: Details/documents pertaining to the load reduction have not been submitted along with the Representation.)*

Due to this gross deficiency in service by the Respondents, the Appellant was compelled to pay inflated minimum/fixed charges ranging from Rs. 12800/- to RS. 16400/- per month as applicable under the Commission's Tariff Orders in force from 2022 to 2024 (paid up to 2025), thereby suffering severe and unwarranted financial losses.

(Note: The existence of outstanding dues does not, by itself, prevent processing a consumer's request for load reduction, as load reduction and recovery of outstanding dues are separate matters. In fact, load reduction would help both parties, by reducing the future recoverable dues. Accordingly, the Respondent is required to process the request for load reduction in accordance with the applicable provisions, while the outstanding dues remain recoverable separately.)

- (ix) The Appellant filed a grievance application before the Forum on 16.03.2026 seeking load regularization, the quashing of erroneous penalties, a refund of excess amounts and duplicate deposits, the processing of the 2022 load reduction request, the cancellation of inflated minimum charges, and the unconditional restoration of the 107 HP with 100 kVA Contract Demand electric connection. *[Note: Once again, it is notable that the grievance related to non-processing of the load reduction request arose in 2022, so this grievance should also have been raised before the Forum by 2024, whereas it was actually raised in 2026.]* However, the Forum rejected the application by its order dated 23.04.2026, failing to recognize the core issue that MSEDCL had neglected to regularize the sanction of Contract Demand of 100 kVA load within the mandatory two-month timeframe.
- (x) In the light of the facts and circumstances mentioned above, the Appellant prays that this Hon'ble Forum/Authority may be pleased to:
- (a) Direct the Respondent to formally recognize and regularize the additional load capacity as per the original sanction and application submitted in the year 2005;


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- (b) Quash and set aside all penalties, interest, and surcharges erroneously levied upon the Appellant due to the Respondents' failure to update their billing records;
- (c) Direct the Respondent to refund or adjust against future billing cycles the entire excess amount unlawfully charged to and recovered from the Appellant;
- (d) Order the immediate refund of the duplicate/excess security deposit recovered illegally from the Appellant for the same load extension;
- (e) Direct the Respondents to forthwith accept and process the application submitted in the year 2022 for the reduction of the load capacity;
- (f) Quash and cancel the inflated minimum charges recovered from the Appellant for the period from 2022 to 2024 arising out of the Respondents' deficiency in service;
- (g) Direct the Respondent to unconditionally restore the electricity connection with a sanctioned capacity of 107 HP, and further permit the Appellant to clear any legitimately calculated outstanding dues, if any, in reasonable monthly instalments.

Analysis and Ruling

4. Heard the parties and perused the documents placed on record.

5. The Appellant contended that its industrial connection was sanctioned an enhanced load in 2005, for which Rs.87,000/- was paid; however, the enhanced Contract Demand was not reflected in the billing records until July 2019. Consequently, the Appellant alleged that excess demand charges, penalties, interest and other amounts were wrongly levied and recovered during 2005–2019. MSEDCL again recovered charges for the same load enhancement in 2019 and failed to properly account for payments made towards the outstanding dues. The Appellant's request for load reduction made in 2022 was not acted upon, resulting in excess minimum charges. The Appellant therefore sought regularization of the enhanced load,


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reversal/refund or adjustment of excess charges, refund of duplicate deposits, processing of the 2022 load-reduction request, and cancellation of excess minimum charges and restoration of the electricity connection.

6. The Respondent stated that the Appellant's 2005 application for enhancement from 87 HP/40 kVA to 107 HP/100 kVA was provisionally sanctioned under HT connection with payment of Rs.87,000/- on 11.02.2006, but the requisite HT works were not completed, hence the additional 60 kVA Contract Demand was not released. The CPL continued to reflect 83 HP/40 kVA until June 2019. The enhanced 107 HP/100 kVA was regularized only from July 2019 upon completion of the requirements. Excess demand charges of Rs. 2.18 lakhs were levied on a monthly basis, mainly for the period from August 2018 to August 2019, as detailed in Table 3. Partial payments resulted in arrears, leading to disconnection of supply on 15.09.2025 and institution of Special Civil Suit No.49/2026 for recovery of Rs.12,11,890/-. The Respondent submitted that the present grievance, filed on 16.03.2026, is barred by limitation and not maintainable, the substantially identical issues having already been adjudicated by competent forums. Reliance was placed on the applicable MERC Regulations and relevant judicial and Electricity Ombudsman decisions. The Respondent therefore sought dismissal of the Appeal with costs and payment of outstanding dues.

7. The principal grievance of the Appellant concerns the alleged non-release/regularization of the enhanced load applied for in 2005 and the consequential levy of excess demand charges, penalties and interest, recovery of amounts towards load enhancement, outstanding electricity dues and disconnection of supply.

8. It is an admitted position on record that the Appellant had earlier filed Consumer Complaint No. 61 of 2020 before the District Consumer Disputes Redressal Commission, Sangli, raising substantially the same issues relating to non-release/regularization of the enhanced load and consequential billing disputes. **The complaint was adjudicated on merits**


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and dismissed by Judgment and Order dated 01.04.2025. Thereafter, on 16.03.2026, the Appellant approached the Forum with substantially the same grievance. The Forum, vide Order dated 23.04.2026, rejected the grievance on the ground of maintainability.

9. Regulation 19.22(g) of the MERC (CGRF & EO) Regulations, 2020 restricts the entertainment of a representation where the same grievance has already been finally decided by a court, tribunal, arbitrator or other competent authority. In the present case, the issues concerning the alleged non-release of the enhanced load, consequential billing and related monetary claims were substantially covered by the earlier proceedings before the District Consumer Disputes Redressal Commission, Sangli. The Appellant has not established any distinct cause of action warranting reconsideration of those issues before this Authority.

19.22 (g) of CGRF & EO Regulations 2020 is reproduced as below:

“19.22(g) The representation by the Complainant, in respect of the same Grievance, is not pending in any proceedings before any court, tribunal or arbitrator or any other authority, or a decree or award or a final order has not already been passed by any such court, tribunal, arbitrator or authority;”

10. It is further observed that the Appellant did not disclose the earlier proceedings before the District Consumer Disputes Redressal Commission, Sangli, or the pendency of recovery proceedings before the Civil Court. On the contrary, the Appellant made the following false and misleading declaration under Clause 13(d) of the Representation:

“13(d): The subject matter of the present representation has not been decided by any competent authority/court/arbitrator, and is not pending before any such authority / court / arbitrator.”

The above declaration is inconsistent with the proceedings referred to hereinabove. The Appellant also failed to disclose these material facts in the Representation and made an incorrect declaration regarding the previous adjudication and pending litigation. Such non-disclosure is material to the determination of maintainability and cannot be overlooked. Such


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non-disclosure and incorrect declaration are material and disentitle the Appellant from claiming that it has approached this Authority with complete and truthful disclosure of the relevant facts.

11. The record further indicates that the Appellant was not regularly paying the full amounts billed and was making part payments. However, the payment history and the consequential billing disputes do not alter the finding that the principal issues raised in the present Representation had substantially been the subject matter of the earlier proceedings. No separate or subsequent cause of action has been established to justify their reconsideration.

12. In view of the foregoing, this Authority finds that the present Representation seeks to re-agitate substantially the same grievance that was adjudicated by the District Consumer Disputes Redressal Commission, Sangli, and is therefore not maintainable in view of Regulation 19.22(g) of the MERC (CGRF & EO) Regulations, 2020. The material non-disclosure and incorrect declaration made by the Appellant further reinforce this conclusion. Accordingly, it is not necessary to examine the rival submissions on the merits of the claims, and the Representation is principally rejected on the ground of maintainability.

13. Although the Representation is principally rejected, a limited lapse is observed in the continued levy of fixed charges after disconnection of the Appellant's electricity supply. The supply was temporarily disconnected in January 2025, and as the Appellant failed to clear the outstanding dues and the supply was not restored within the prescribed period of six months, the connection became liable for permanent disconnection upon expiry of the said period.

14. Accordingly, the Respondent is directed to withdraw the fixed charges levied from July 2025 onwards and to record the Appellant's connection as permanently disconnected with effect from July 2025.


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15. The compliance report to be submitted by the Respondent within 2 months from the date of this order.

16. The representation of the Appellant is disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

