

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 18 OF 2025

In the matter of accumulated consumption and billing

Sandeep Vasudev Raikar..... Appellant

V/s.

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

Appearances:

Appellant: 1. Sandeep Vasudev Raikar
2. Bapusaheb B. Pokale

Respondent: 1. Manish Suryavanshi, Executive Engineer, Parvati Dn.
2. Rahul Shinde, Dy. Manager
3. Ganesh Jondhale, Asst. Auditor, Vadagaon Sub.Dn.


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

Date of hearing: 7th May 2025

Date of Order : 27th May 2025

ORDER

This Representation was filed on 15th April 2025 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 10th March 2025 in Case No. 109 of 2024 passed by the Consumer Grievance Redressal Forum, MSEDCL, Pune Zone (the Forum). The Forum, by its order has principally rejected the


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grievance, confirming that the Appellant has consumed the accumulated units recorded in the meter, which was previously unread. However, certain benefits have been granted. The original order is in Marathi, and the translated narration in English is reproduced below: -

2. *The Respondent shall re-examine the accumulated consumption bill amounting to ₹56,22,500/- and provide reconfirmation to the Appellant accordingly.*
3. *Interest and delayed payment charges imposed on the amount shall be withdrawn.*
4. *The benefit under the PD Amnesty Scheme shall be extended.*


2. The Appellant has filed this Representation against the order passed by the Forum. An e-hearing was held on 07.05.2025 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 Appellant owns a well on his farm and installed a 15 HP motor for pumping water. This water was supplied to a residential complex developed by his friend, Bapusaheb Pokale, who was also a co-partner in Schedule A filed before the Forum. Consequently, the Appellant is considered as a residential consumer (A/c. No. 152215561) for the purpose of supplying water to the residential complex. The consumer's data is tabulated below.

Table 1:

Name of Consumer	Consumer No.	Address	Sanct.Load (KW)	Date of Supply	Date of Inspection & Irregularities observed	Date of Perm. Disc.	Outstanding Dues in July 2022(Rs.)
Sandip Vasudev Raikar	170855511943	S. No. 165, Mhasoba Mandir, Dhayari, Pune	22.38 KW	29.01.2018	The reading on meter found 4,55,335 KWH (unbilled cons. 4,46,364 units) on 17.02.2022 as per inspection carried out on 17.02. 2022.	22.06.2022	56,22,495/- for the period from May 2018 to March 2022

- (ii) The supply of the Appellant was released on 29.01.2018 with initial meter reading of 000008 KWH (Secure Make Sr. No.MH010044, 40-200 Amp). The Appellant was billed on average basis with Reading Not Available (R.N.A.) Status in Feb. 2018 and Reading Not Taken (R.N.T.) Status in March 2018. (Both R.N.A & R.N.T are


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Refundable Status.) The Appellant was billed with actual reading of 6186 KWH in “Normal” Status in April 2018 for accumulated consumption of 6176 (=6186-8) units for three months from Feb. 2018 to April 2018, bifurcating the consumption per month and refunding average billing of Feb. 2018 & March 2018 through the system, as tabulated below:

Table 2: (This Table is prepared by Electricity Ombudsman office as per input data of CPL)

Month	Meter Status	Initial Reading (KWH)	Current Reading (KWH)	Consumption (Units)	Consumer Status	Remarks
Feb-18	R.N.A.	00008	00008	53	Live	Avg. 2059 units/month for 3 months
Mar-18	R.N.T.	00008	00008	100	Live	
Apr-18	Normal	00008	6,184	6176	Live	
May -18 to Feb - 2022	R.N.T. (per month)	6,184	6,184	2787	Live	Avg. 9497 units/month for 47 months from May-18 to Mar-22
Mar-22	Normal	6,184	4,52,548	4,46,364	Live	
Apr-22	Normal	4,52,548	4,55,335	2787	Live	
May-22	Normal	4,55,335	4,55,335	0	Live	
Jun-22	Normal	4,55,335	4,55,335	0	T.D.	
Jul-22	R.N.T.	4,55,335	4,55,335	0	P.D.	
Note:	1. During inspection on 17.02.2022, the meter reading was found 4,44,325					
	2. The meter was made P.D. on 22.06.2022.					

- (iii) The Appellant installed a lock to the Meter Cabin, preventing meter readings since May 2018. The Respondent restricted site visits and taking readings during the Covid-19 pandemic period from March 2020 to July 2020, and also in the second wave in the year 2021. The Respondent issued multiple (5) notices dated 02.11.2020, 08.03.2021, 12.08.2021, 05.10.2021, and 13.01.2022 requesting the removal of the lock. These notices were sent via post to the Appellant’s address and physically affixed to the meter box. Despite repeated requests, the Appellant failed to remove the lock, and did


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not allow to take meter readings intentionally. Sample photographs of the pasted notices to the meter cabin have been kept on record. The Respondent threatened to file a police case and to disconnect the supply from the LT pole. However, since the Appellant is a Bhumi Putra and a landowner, no police case was registered given the circumstances.

- (iv) After continuous follow up, the Appellant opened the lock of the meter cabin on 17.02.2022 and allowed to take a reading of the meter. The Respondent carried out spot inspection of the meter on 17.02.2022, when it was observed that the meter was working satisfactorily, and the reading on the meter (Secure Make Sr. No. MH010044, 40-200 Amp) was 4,44,325 KWH. The water was being supplied to “Tamarind Park Society”. The inspection report was handed over to Shri Bapusaheb Pokale, co-partner of the Appellant.
- (v) The monthly meter reading for March 2022 was recorded on 14.03.2022 as 4,52,548 KWH. The Appellant was billed Rs. 55,29,858.29 for 4,46,364 units (4,52,548 - 6,184) in March 2022 for the period from May 2018 to March 2022. The Appellant's consumption pattern ranged between 9,000 and 11,000 units per month, which tentatively aligned with the readings available on 17.02.2022 and 14.03.2022, as charted below:

Table 3:

Date	Reading in KWH	Remarks
14.03.2022	452548	Reading date of March 2022
17.02.2022	444325	Inspection Report Reading
Diff.	8223	Consumption for 25 Days
Average for month	9868	Calculated Consumption for 30 Days

- (vi) By the Appellant's letter dated 06.04.2022, he denied the outstanding dues and acknowledged receipt of the letter correspondence. This response appears to be a


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strategic effort to shift responsibility and avoid liability for paying the accumulated consumption bill.

- (vii) On 11.04.2022, the Jr. Legal Officer of the Respondent issued a 15-days disconnection notice under Section 56(1) of the Act, citing arrears of Rs. 55,29,858.29 for the March 2022 bill. Despite this, the Appellant failed to settle the outstanding dues. The last payment made was Rs. 1,27,040/- on 07.03.2022.
- (viii) On 21.09.2022, the Jr. Legal Officer of the Respondent delivered a legal notice by hand, demanding recovery of Rs.56,40,260/-. The notice stipulated that the outstanding dues be paid within 15 days, failing which legal action would be pursued in a court of law. However, the Appellant did not remit the required amount.
- (ix) The Respondent presented the case before the "Lok Adalat," which subsequently issued a pre-notice on 09.02.2023. Despite this, the Appellant did not appear before the "Lok Adalat." On 11.05.2023, the Appellant responded to Lok Adalat with an unfounded claim for relief, which was insufficient to finalize the case.
- (x) The Respondent continued correspondence with the Appellant through letters dated 20.02.2023, 18.01.2024, 06.03.2024, and 22.05.2024, while the Appellant responded on 05.01.2024. The letters primarily served as reminders to settle the outstanding bill, reiterating points that had already been addressed in previous paragraphs.
- (xi) The Respondent referred to Regulation 15.4.1 & Regulation 16.3.1 of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees, including Power Quality) Regulations, 2021 (Supply Code & SOP Regulations 2021) in support of its argument. The relevant provisions are reproduced below:

15.4. Reading of Meter

15.4.1. The meter shall be read once in every three months in case of agricultural Consumers, and every month in the case of all other Consumers.


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Consumer shall extend all facilities to the licensee or his authorised representatives to read the meter:

Provided that the meters should be placed in easily accessible common area of the premise or any other place easily accessible.

.....


16.3. 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:

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).

- (xii) It is the responsibility of the Appellant to keep the meter box opened. The Respondent made various follow up for opening the lock of the meter cabin as mentioned above. However, it succeeded only on 14.02.2022.
- (xiii) The Appellant filed a grievance application in the Forum on 14.05.2024. The Forum, by its order dated 10.03.2025 has principally rejected the grievance but granted relief concerning Interest and DPC, as outlined in the First Para.
- (xiv) In compliance with the Forum's order, the Appellant's bills were re-examined and found to be in order. The Appellant consumed electricity which incurs significant costs. Accordingly, the Appellant is liable for payment of the consumed units.
- (xv) The Appellant was informed every month regarding his billing as well as outstanding dues by digital means in his registered mobile number.
- (xvi) The Respondent cited the Judgment of the Hon'ble Supreme Court in Civil Appeal No. 7235 of 2009 in case of M/s. Prem Cottex V/s. Uttar Haryana Bijli Vitran Nigam Ltd. for recovery of escaped billing.



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- (xvii) Due to a system bug, the accumulated consumption bill was generated for only 39.4 months in March 2022 instead of 47 months for the period from May 2018 to March 2022. To correct this, a bill revision was carried out by the Respondent in April 2022, taking into account the accumulated consumption (4,46,364 units) and the April 2022 consumption (2787 units). The bill was revised for a total of 48 months from May 2018 to April 2022. Consequently, a credit of Rs. 55,553/- was given in the bill of May 2022, effectively rectifying the system error through the bill revision dated 25.05.2025.
- (xviii) The Respondent prays that the representation of the Appellant be rejected and to direct the Appellant to pay the outstanding dues.

3. The Appellant's submissions and arguments are as under:


- (i) The Appellant was a residential consumer from 29.01.2018 to June 2022 under the LT-1(b) (Residential) tariff category. He owns a well on his farm and has installed a 15 HP motor to pump water, supplying it to the residential complex. The supply of the Appellant was permanently disconnected on 22.06.2022. The consumer's data is presented in Table 1.
- (ii) The Appellant was billed based on actual meter readings until April 2018. At no point did the Appellant lock the meter cabin, as there was no necessity to keep a separate lock as the meter cabin belongs to MSEDCL. However, from April 2018 onwards, the Respondent failed to record the monthly readings and instead began billing the Appellant based on an average consumption of 2,787 units per month. The Appellant was not informed of the methodology used by the Respondent for calculating the monthly billing. The Appellant was regular in payment of the electricity bills and consistently paid all bills till Feb. 2022.
- (iii) The Appellant received a letter for the first time on 17.02.2022, which referenced several prior correspondences from the Respondent's Sub Division—specifically,


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letters dated 02.11.2020, 08.03.2021, 12.08.2021, 05.10.2021, and 13.01.2022. However, the Appellant never received any of these letters. The Respondent had a duty to record monthly meter readings but failed to do so regularly. In an effort to resolve the matter, the Appellant proposed a settlement.

- (iv) In his Right to Information (RTI) application dated 20.05.2022, the Appellant requested for acknowledgement receipts for the letters referenced in Para 3(iii). However, the Respondent stated that such receipts were not available. This strongly suggests that the Respondent did not actually deliver these letters to the Appellant, but rather prepared them retrospectively as part of a defensive strategy.
- (v) As per Commercial Circular of the Respondent No. 323 dated 03.04.2020, the Respondent was not permitted to do average billing for more than three months. However, the Respondent billed the Appellant for 39 months on average basis. The Respondent issued a bill of Rs. 55,29,858.29 for 4,46,364 units consumed up to March 2022. **However, as per Section 56(2) of the Act, billing cannot extend beyond 24 months prior to March 2022 and therefore cannot be applied to any period before April 2020.**
- (vi) The Appellant informed in his letter dated 11.05.2023 to Lok Adalat of his willingness to settle the outstanding dues in accordance with Section 56(2) of the Act. However, no response has been received to date.
- (vii) The Appellant by his letter dated 05.01.2024 once again requested a settlement of the case. However, no response has been received.
- (viii) The Appellant filed a grievance with the Forum on 14.05.2024. In its order, the Forum rejected the grievance, granting only minor relief in the form of interest and DPC. However, the Forum failed to recognize that the case falls under the purview of Section 56(2) of the Act.
- (ix) The Appellant is ready to pay outstanding dues with reasonable long-term installments and current bill and bill revision as per Section 56 (2) of the Act.
- (x) The Appellant prays that the Respondent be directed to


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- (a) settle the outstanding dues in accordance with Section 56(2) of the Act and to grant easy installments of Rs. 50,000/- along with current bills.
- (b) reconnect the supply of the Appellant.


4. During the hearing, the Appellant was directed to pay 10% of the total outstanding dues to demonstrate his credibility. In response, the Respondent issued a demand notice for Rs. 5,62,250/-, representing 10% of the outstanding amount, on 08.05.2025. The Appellant, through a letter, confirmed that the requisite payment of Rs. 5,62,250/- was made on 12.05.2025.


Analysis and Ruling

5. Heard both the parties and perused the documents on record. The Appellant owns a well on his farm and has installed a 15 HP motor to pump water for a residential complex developed by his friend, Bapusaheb Pokale. As a result, the Appellant is classified as a residential consumer (A/c. No. 152215561) for the purpose of supplying water to the complex from date of supply on 29.01.2018. The relevant consumer data is presented in Table 1.

6. In April 2018, the Appellant was billed under “Normal” Status based on an actual reading of 6186 KWH. The accumulated consumption for the three-month period from February 2018 to April 2018 amounted to 6176 KWH (6186-8). The consumption was bifurcated per month, and the system processed a refund for the average billing of February and March 2018. The detailed consumption data is presented in Table 2.

7. The Respondent contended that the Appellant installed a lock on the Meter Cabin, obstructing meter readings since May 2018. Later, site visits were restricted during the Covid-19 pandemic from March 2020 to July 2020 and again during the second wave in 2021. Multiple notices dated 02.11.2020, 08.03.2021, 12.08.2021, 05.10.2021, and 13.01.2022 were sent via post and affixed to the meter box, requesting the lock’s removal. Despite repeated



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requests, the Appellant failed to comply, deliberately preventing meter readings. Sample photographs of the posted notices have been documented. After persistent follow-ups, the Appellant unlocked the meter cabin on 17.02.2022, allowing the meter reading to be taken. The Respondent carried out a spot inspection the same day, confirming that the meter was functioning properly. The recorded reading on the meter (Secure Make, Sr. No. MH010044, 40-200 Amp) was 4,44,325 KWH. The water was being utilized for "Tamarind Park Society." It was found that the actual consumption recorded on the meter had remained unbilled as the Appellant was billed on average basis of RNA, RNT & Lock Status. In March 2022, the Appellant was billed Rs.55,29,858.29 for a total consumption of 4,46,364 units (4,52,548 - 6,184) for the period from May 2018 to March 2022, i.e. 47 months. The Appellant's monthly consumption typically ranged between 9,000 and 11,000 units.

8. The Appellant contended that billing was based on actual meter readings until April 2018 with no lock on the meter cabin, as it belonged to MSEDCL. However, from April 2018, the Respondent ceased recording monthly readings and billed the Appellant based on an average consumption of 2,787 units per month without prior notice. Despite this, the Appellant consistently paid electricity bills until February 2022 and later accepted the accumulated meter reading and a bill of Rs. 55,29,858.29 for 4,46,364 units up to March 2022. The Appellant requests that the case be evaluated under Section 56(2) of the Act, arguing that billing beyond 24 months prior to March 2022 is invalid and should not apply before April 2020. Additionally, the Appellant requests for reconnection and seeks suitable installments of Rs. 50,000/- for outstanding dues along with monthly bills.

9. The Respondent has billed the Appellant on average basis for the period from May - 18 to Feb -2022. The monthly consumption of the Appellant is summarised in Table 3. From the above table, it is clear that the Appellant consumed the above-mentioned units of electricity; however, he was under billed. However, it is surprising that the Respondent has taken such a long period of nearly 46 months for pointing out the under billing of the Appellant. Hence, the Respondent is also equally responsible for failure in its own duty, leading to under billing.


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10. The Section 56 (2) of the Electricity Act, 2003 is reproduced below:


“(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.”

This Section 56 (2) of the Act has been interpreted by the Larger Bench Judgment dated 12.03.2019 of the Hon’ble Bombay High Court in W.P. No. 10764 of 2011 with Other Writ Petitions. In accordance with this Judgment, the Distribution Licensee cannot demand charges for consumption of electricity for a period of more than two years preceding the date of the first demand of such charges.

11. The Hon’ble Supreme Court of India in its Judgment dated 18.02.2020 in Civil Appeal No.1672 of 2020 in case of Assistant Engineer, Ajmer Vidyut Vitran Nigam Limited & Anr. V/s. Rahamatullah Khan alias Rahamjulla has held that:

“9. Applying the aforesaid ratio to the facts of the present case, the licensee company raised an additional demand on 18.03.2014 for the period July, 2009 to September 2011. The licensee company discovered the mistake of billing under the wrong Tariff Code on 18.03.2014. The limitation period of two years under Section 56(2) had by then already expired.

Section 56(2) did not preclude the licensee company from raising an additional or supplementary demand after the expiry of the limitation period under Section 56(2) in the case of a mistake or bona fide error. It did not however, empower the licensee company to take recourse to the coercive measure of disconnection of electricity supply, for recovery of the additional demand.”


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12. The Respondent cited the Judgment of the Hon'ble Supreme Court in Civil Appeal No. 7235 of 2009 in case of M/s. Prem Cottex V/s. Uttar Haryana Bijli Vitran Nigam Ltd. for recovery of escaped billing. The important paras of this Judgement are reproduced below:


“3. The appellant is carrying on the business of manufacturing cotton yarn in Panipat, Haryana. The appellant is having a L.S. connection, which got extended from 404.517 KW to 765 KW with C.D 449 KVA to 850 KVA, on 3.08.2006.

4. After 3 years of the grant of extension, the appellant was served with a memo dated 11.09.2009 by the third respondent herein, under the caption “short assessment notice”, claiming that though the multiply factor (MF) is 10, it was wrongly recorded in the bills for the period from 3.08.2006 to 8/09 as 5 and that as a consequence there was short billing to the tune of Rs.1,35,06,585/-. The notice called upon the appellant to pay the amount as demanded, failing which certain consequences would follow.

.....
6. By an Order dated 1.10.2009, the National Commission dismissed the complaint on the ground that it is a case of “escaped assessment “and not a case of “deficiency in service”. Aggrieved by the said Order, the appellant is before us.

.....
11. In Rahamatullah Khan (supra), three issues arose for the consideration of this Court. They were (i) what is the meaning to be ascribed to the term “first due” in Section 56(2) of the Act; (ii) in the case of a wrong billing tariff having been applied on account of a mistake, when would the amount become first due; and (iii) whether recourse to disconnection may be taken by the licensee after the lapse of two years in the case of a mistake.

12. On the first two issues, this Court held that though the liability to pay arises on the consumption of electricity, the obligation to pay would arise only when the bill is raised by the licensee and that, therefore, electricity charges would become “first due” only



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after the bill is issued, even though the liability would have arisen on consumption. On the third issue, this Court held in *Rahamatullah Khan (supra)*, that “the period of limitation of two years would commence from the date on which the electricity charges became first due under Section 56(2)”. This Court also held that Section 56(2) does not preclude the licensee from raising an additional or supplementary demand after the expiry of the period of limitation in the case of a mistake or bonafide error. To come to such a conclusion, this Court also referred to Section 17(1) (c) of the Limitation Act, 1963 and the decision of this Court in *Mahabir Kishore & Ors. V/s. State of Madhya Pradesh*².

21. The raising of an additional demand in the form of “short assessment notice”, on the ground that in the bills raised during a particular period of time, the multiply factor was wrongly mentioned, cannot tantamount to deficiency in service. If a licensee discovers in the course of audit or otherwise that a consumer has been short billed, the licensee is certainly entitled to raise a demand. So long as the consumer does not dispute the correctness of the claim made by the licensee that there was short assessment, it is not open to the consumer to claim that there was any deficiency. This is why, the National Commission, in the impugned order correctly points out that it is a case of “escaped assessment” and not “deficiency in service”.

22. In fact, even before going into the question of section 56(2), the consumer forum is obliged to find out at the threshold whether there was any deficiency in service. It is only then that recourse taken by the licensee for recovery of the amount can be put to test in terms of the section 56. If the case on hand tested on these parameters, it will be clear that the respondents cannot be held guilty of any deficiency in service and hence dismissal of the complaint by the National Commission is perfectly in order.


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26. *The matter can be examined from another angle as well. Subsection (1) of Section 56 as discussed above, deals with the disconnection of electric supply if any person “neglects to pay any charge for electricity”. The question of neglect to pay would arise only after a demand is raised by the licensee. If the demand is not raised, there is no occasion for a consumer to neglect to pay any charge for electricity. Sub-section (2) of Section 56 has a non-obstante clause with respect to what is contained in any other law, regarding the right to recover including the right to disconnect. Therefore, if the licensee has not raised any bill, there can be no negligence on the part of the consumer to pay the bill and consequently the period of limitation prescribed under Sub-section (2) will not start running. So long as limitation has not started running, the bar for recovery and disconnection will not come into effect. Hence the decision in Rahamatullah Khan and Section 56(2) will not go to the rescue of the appellant.*

27. *Therefore, we are of the view that the National Commission was justified in rejecting the complaint and we find no reason to interfere with the Order of the National Commission. Accordingly, the appeal is dismissed. ”*

13. It is important to note that in the above Judgment, the assessment period for escaped billing (due to wrong application of multiplying factor) is applied for about three years. In the instant case, the Respondent has issued a bill of March 2022 towards accumulated consumption for the period from May 2018 to March 2022, which is about 47 months.

14. The Judgment of the Hon’ble Supreme Court dated 05.10.2021 in Civil Appeal No. 7235 of 2009 in case of M/s. Prem Cottex V/s. Uttar Haryana Bijli Vitran Nigam Ltd. refers to Section 17(1) (c) of the Limitation Act, 1963. The said Section of the Limitation Act, 1963 is reproduced as under: -

“17. *Effect of fraud or mistake. — (1) Where, in the case of any suit or application for which a period of limitation is prescribed by this Act, —*


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*(c) the suit or application is for relief from the consequences of a mistake; or
..... the period of limitation shall not begin to run until the plaintiff or applicant
has discovered the fraud or the mistake or could, with reasonable diligence, have discovered
it; or in the case of a concealed document, until the plaintiff or the applicant first had the means
of producing the concealed document or compelling its production:*

*Provided that nothing in this section shall enable any suit to be instituted or application to be
made to recover or enforce any charge against, or set aside any transaction affecting, any
property which—*

- (i) in the case of fraud, has been purchased for valuable consideration by a person
who was not a party to the fraud and did not at the time of the purchase know, or
have reason to believe, that any fraud had been committed, or*
- (ii) in the case of mistake, has been purchased for valuable consideration
subsequently to the transaction in which the mistake was made, by a person who
did not know, or have reason to believe, that the mistake had been made, or*
- (iii) in the case of a concealed document, has been purchased for valuable
consideration by a person who was not a party to the concealment and, did not at
the time of purchase know, or have reason to believe, that the document had been
concealed.”*

THE SCHEDULE

PERIODS OF LIMITATION


[See sections 2(j) and 3

PART X – SUITS FOR WHICH THERE IS NO PRESCRIBED PERIOD

113. When the right to sue accrues

<i>113</i>	<i>Any suit for which no period of limitation is provided elsewhere in this Schedule</i>	<i>Three years</i>	<i>When the right to sue accrues</i>
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15. There is no doubt that Section 17(1) (c) of the Limitation Act, 1963 covers both mistakes of fact as well as law. The Respondent discovered the mistake of under billing when the


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premises were inspected on 17.02.2022 in the presence of the Appellant and the bill of accumulated consumption was sent in March 2022. Hence, the cause of action arose in Feb./March 2022. The Limitation Act, 1963 describes that the suit can be filed within 3 years from the date of cause of action. In the instant case, a suit has not been filed; however, it similarly applies that action has to be taken at least within the prescribed period of limitation of three years.

16. However, it is also true that the Respondent failed to take legal action and/or disconnect the supply from the LT pole. Had it done so, the mistake would have come to notice much earlier, and the high amount of retrospective bill for 39 months could have been avoided. Hence, we hold that retrospective recovery towards accumulated consumption should be limited to three years counting from the date of detection of mistake / cause of action. Therefore, we hold that in the instant case, **the valid recovery period will be three years period retrospectively from March 2022 i.e., from April 2019 to March 2022.**

17. Based on the above analysis, the order of the Forum is modified to the extent above.

18. The Respondent is directed as under: -

- (a) To revise the bill considering the average consumption of **9497(=446364/47) units per month for the period from April 2019 to March 2022** and withdrawing any interest and DPC levied, if any, along with benefit of Abhay Yojana 2024.
- (b) To allow the Appellant to pay the revised bill in 24 equal monthly instalments. If the Appellant fails to pay any instalment, proportionate interest will be accrued, and the Respondent has liberty to take action as per law.
- (c) Upon payment of the first instalment, the Appellant should apply for a new connection in accordance with statutory requirements, as the previous connection was permanently disconnected in July 2022, exceeding the six-month period prescribed by the prevailing regulations.


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- (d) Compliance to be submitted within two months from the date of issue of this order.
- (e) Other prayers of the Appellant are rejected.

19. The Representation is disposed of accordingly.

20. The secretariat of this office is directed to refund Rs.25000/- taken as deposit with the Respondent by adjusting in the Appellant's ensuing bill.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


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Secretary
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