

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 2025

In the matter of illegal disconnection of supply and compensation thereof

Krishna Enterprises Appellant
(C.No.170105015090)

V/s.

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

Appearances:

Appellant : 1. Brijesh Dubey, Proprietor
2. Mauli Newale, Landowner
3. Bhagwat Thete, Representative

Respondent: 1. Atul Deokar, Executive Engineer, Bhosari Dn
2. Ashok Jadhav, Addl. Executive Engineer

Coram: Vandana Krishna (Retd. IAS)

Date of hearing: 6th August 2025

Date of Order : 7th November 2025

ORDER

This Representation was filed on 20th May 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 11th April 2025 passed by the Consumer Grievance Redressal Forum, MSEDCL, Pune (the Forum) in Case No. 64 of 2025. The Forum, by its order dated 11.04.2025 partly allowed


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the grievance application of the Appellant. The operative part of the order is in Marathi, which has been translated into English as follows:

- 1) *The Respondent is directed to reconnect the electricity supply of the Appellant, Krishna Enterprises (Consumer No. 170105015090) immediately.*
- 2) *The Respondent is further directed to initiate recovery of the outstanding dues of Sugandha Industries (Consumer No. 170101471384) in accordance with the applicable rules and regulations of the Respondent independently.*

2. Preamble:

- (i) The present grievance of Krishna Enterprises pertains to the recovery of outstanding dues standing in the name of Sugandha Industries. As reported by the Respondent, the basic details of Sugandha Industries like consumer name, consumer number, address, date of supply, assessment & period etc., are provided in Table 1.

Table 1:

Name of Consumer & Proprietor	Consumer No.	Address	Sanct. Load	Date of Supply	Purpose	Assessment & Period	Date of Temp. Disconn.	Date of Perm. Disconn.
Sugandha Industries, Prop. Janabai Shelar, Tenant: Ved Prakash Dubey (Connection name & Land Owner: Janabai Shelar and later on Mangesh Jadhav)	170101471384	Gat No 1556, Shelarwasti, Chikhalli, Haveli	18 HP	08.08.2010	Industrial	Assessment of Rs. 8,32,200/- for 99,790 units for the period from Aug. 2020 to Aug. 2021	Aug. 2023	26.02.2024

- (ii) According to the Respondent, the Office of the Regional Director, Pune Region, vide communication dated 04.11.2022 directed the Executive Engineer, Bhosari Division, to carry out checking of burnt three-phase meters and to assess the consumption of the concerned consumers. M/s. Sugandha Industries was one of the consumers identified in this list.
- (iii) It was observed that after the meter burnt and prior to the replacement of the burnt meter, the recorded consumption was abnormally low (approximately 10 kW per month) as compared to the consumption recorded both before the meter burning and after replacement. The Akurdi Sub-Division replaced the burnt meter of M/s. Sugandha Industries on 13.09.2021. Based on the consumption pattern recorded after replacement, the consumer was assessed for under-billing of Rs. 8,32,200/- towards


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99,790 units for the period August 2020 to August 2021, and the same was duly communicated.

- (iv) The Respondent submitted that the delay in replacement of the burnt meters occurred due to shortage of meters during the Covid-19 pandemic. In support of the assessment, MSEDCL produced the inspection report dated 24.04.2023 of the new meter, wherein the actual connected load was found to be around 40 kW.
- (v) The consumption pattern of Sugandha Industries and the assessment raised towards the burnt meter incident are detailed in Table 2.

Table 2:

Consumption Pattern of Sugandha Enterprises (Cons. No. 170101471384)						
Year	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Apr	0	2646	246	10	6138	6647
May	0	3450	246	10	8802	5848
June	66	2967	4668	10	8257	6717
July	2905	3600	3034	10	9743	7713
Aug	2715	3660	0	100	5207	0
Sept	3261	4336	0	11447	9552	0
Oct	2234	3150	0	8050	7411	0
Nov	2911	2869	0	8965	11583	0
Dec	5022	3135	10	6935	7498	0
Jan	6123	1706	10	9815	9196	0
Feb	4617	2530	10	7862	10715	0
Mar	5053	1442	10	7415	9048	0
Remarks	1. The meter of Sugandha Enterprises was burnt in August 2020. The burnt meter was replaced on 13.09.2021. Thereafter, the Respondent issued an provisional assessment bill of ₹8,32,200/- of 99,790 units, towards alleged under-billing for the period from August 2020 to August 2021.					
	2. The Supply of Sugandha Enterprises was temporarily disconnected in Aug. 2023 & permanantly disconnected in Feb. 2024.					


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- (vi) The Respondent has further submitted that the said property was sold to Shri Mangesh Ramchandra Jadhav, who subsequently executed a Leave & License Agreement with Archana Enterprises (Proprietor: Shri Vedprakash Dubey) for the period 01.01.2023 to 25.09.2023. The particulars of the said agreement are presented in Table 3 as below:

Table 3:

Particulars	Licensor	Licensee	Address	Period
Leave and License Agreement	Mangesh Ramchandra Jadhav	Archana Enterprises, Prop.: Vedprakash Dubey	Gat No. 1556, Shelarwadi, Chikhali	01.01.2023 to 25.09.2023

3. The Appellant has filed this representation against the order of the Forum which allowed recovery of the dues mentioned in Table 2. A physical hearing was held on 6th August 2025. Both parties were heard at length. The Respondent's submissions and arguments are as below: *[Note: The Electricity Ombudsman's observations and comments are recorded under 'Notes' where needed.]*

- (i) The Appellant is an Industrial Consumer (No.170105015090) since 25.02.2023. The details of address, sanctioned load, contract demand, etc., are tabulated as below:

Table 4:

Name of Consumer	Consumer No.	Address	Sanct. Load / Contract Demand	Date of Supply
Krishna Enterprises	170105015090	Gat No. 1620, Sonavanewasti, Chikhali, Haveli, Pune, Pimpri Chinchwad (M.Corp.)	67 HP / 62 KVA	25.02.2023

- (ii) Presently, the electricity supply under the said connection is being utilized by Shri Vedprakash Dubey (Archana Enterprises), who is stated to be a tenant of M/s. Krishna Enterprises. **The machinery earlier used in the premises of M/s. Sugandha Industries has been shifted to the premises of M/s. Krishna Enterprises.** These changes, however, have been carried out without submission of any documentary evidence or due intimation to MSEDCL, thereby causing concealment of material facts from the Licensee. *[Note: No documentary proof available except payment by cheque]*
- (iii) Details of the payments made by Shri Vedprakash Dubey towards the electricity bills of Krishna Enterprises are as follows:


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1. Cheque No. 363614 dated 27.01.2025 of Rs. 2,54,740/-
2. Cheque No. 363631 dated 25.02.2025 of Rs. 2,59,020/-
3. Cheque No. 363637 dated 19.03.2025 of Rs. 2,09,990/-

It is pertinent to note that although the aforesaid payments were tendered through cheques, the last cheque No. 363637 (Axis Bank Ltd.) was dishonoured. Subsequently, Shri Vedprakash Dubey discharged the current dues by way of a Demand Draft of Rs.2,12,610/- dated 29.03. 2025. These instances are only illustrative in nature, and the Respondent could have easily verified that such transactions occurred from the account of Mr. Dubey. Most of the payments were routed through Axis Bank, Pimpri, Pune. The Respondent had formally requested Axis Bank in the first week of August 2025 to furnish complete data regarding electricity bill payments. However, the Bank has remained non-responsive and has not submitted the requisite information to MSEDCL till date.

- (iv) Prior to this, Shri Vedprakash Dubey had been utilizing the electricity connection bearing Consumer No.170101471384 in the name of M/s. Sugandha Industries situated at Gat No. 1556, Shelarwasti, Chikhli, on a rental basis. However, Shri Vedprakash Dubey has defaulted on payment of Rs.10,67,720/- towards electricity dues payable to MSEDCL by Sugandha Industries which is already covered under the Preamble above.
- (v) This clearly establishes that Shri Vedprakash Dubey is the actual user of Consumer No. 170105015090 (Krishna Enterprises) as well as consumer no. 170101471384 (Sugandha Industries), and **is attempting to avoid settlement of his previous electricity dues of Rs. 10,67,720/- pertaining to the earlier connection i.e. Sugandha Industries.**
- (vi) The Respondent referred Regulation 15.3.3 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 (Supply Code and Standards of Performance Regulations, 2021) which is reproduced as below:

15.3. Lost / Burnt Meters

15.3.3: Provided further that the estimated electricity charges for the period for which meter was not available due to loss of meter may be billed to the


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Consumer in the ensuing bill after supply is restored. Where, upon a complaint by the Consumer or inspection by the Authorised Representative, the meter is found to be burnt, it shall be replaced and supply restored to the Consumer.

Provided that the Distribution Licensee may recover the price of the new meter from the Consumer wherever the cause of burnt meter is attributable to Consumer:

Provided further that the estimated electricity charges for the period for which meter was not available due to burning of meter may be billed to the Consumer in the ensuing bill after supply is restored.

- (vii) As per Regulation 15.3.3, the assessment of under billing was carried out as per the consumption pattern established after meter replacement, for the period during which the meter was unavailable due to burning of meter. **Accordingly, Shri Vedprakash Dubey is liable to pay the outstanding dues of Rs.10,67,720/- to MSEDCL. Instead of complying with this statutory liability, Vedprakash Dubey (Archana Enterprises) has shifted its operations to the premises of Krishna Enterprises and is continuing to use their electricity connection, thereby evading payment of legitimate dues.**
- (viii) One Brijesh Dubey, Prop. Krishna Enterprises was following up with the MSEDCL Authority for revision of the bill of Sugandha Industries.
- (ix) **The Respondent has concluded that Shri Vedprakash Dubey and Shri Brijesh Dubey are operating an undeclared common business. The entities, namely M/s. Sugandha Industries, M/s. Archana Enterprises, and M/s. Krishna Enterprises are interlinked and have been adopting various tactics to avoid making legitimate payments of dues to MSEDCL.**
- (x) The electricity supply of M/s. Krishna Enterprises was disconnected on 20.03.2025 for non-payment of outstanding electricity dues of M/s. Sugandha Industries, **after**


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issuance of two notices dated 29.01.2025 and 14.02.2025 as per Section 56(1) of the Electricity Act, 2003.

- (xi) The Appellant, Krishna Enterprises thereafter filed a grievance application before the Forum on 24.03.2025. The Forum, by its order dated 11.04.2025 basically rejected the grievance application and allowed recovery of the dues of Sugandha Industries from Krishna Enterprises. In compliance with the Forum's directions, the supply of the Appellant was reconnected on 23.04.2025.
- (xii) The Appellant had initially claimed compensation of Rs. 22.11 Lakhs before the Forum (Schedule-A). In the present Appeal, he has enhanced his claim to Rs.52.11 Lakhs (Schedule-B), and during the course of hearing before the Electricity Ombudsman (Mumbai), he further demanded compensation of Rs.78.52 Lakhs on account of loss of his business. However, such indirect compensation on account of alleged loss of business is not admissible under the CGRF & EO Regulations, 2020.
- (xiii) In view of the above, the Respondent prays that the representation of the Appellant be rejected.

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

- (i) The Appellant is an industrial consumer (Krishna Enterprises, No. 170105015090) from 25.02.2023. The relevant details such as address, sanctioned load, and contract demand are provided in Table 4. The Appellant operates a **plastic granule manufacturing unit**, producing materials such as PC, ABS RR, ABS Black, PPTF Black, PAMA Black, PAMA Red, and PC Grey, tailored to customer specifications. The Appellant is regular in payment of electricity bills.
- (ii) Although the Appellant had been regular in paying his electricity bills, the Respondent abruptly disconnected its power supply (Consumer No. 170105015090) on 20.03.2025 (Friday afternoon), citing arrears of Sugandha Industries (Consumer No. 170101471384). The disconnection was carried out without issuing any prior notice.
- (iii) The Appellant, through a letter dated 20.03.2025, strongly objected, asserting that Sugandha Industries and Krishna Enterprises are entirely separate entities with different


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addresses. Despite approaching the MSEDCL authorities concerned for reconnection, no relief was granted. The Appellant also made repeated attempts to contact the Executive Engineer and Additional Executive Engineer via messages and written communications. The Additional Executive Engineer, Akurdi Sub-Division, replied that reconnection would be considered only upon clearance of the alleged arrears of Rs.10,67,720/- of Sugandha Industries, or removal of the factory operated by Shri Brijesh Dubey.

- (iv) Left with no alternative, the Appellant filed a grievance before the Forum on 24.03.2025 seeking reconnection and compensation for alleged illegal disconnection. By order dated 11.04.2025 in Case No. 64 of 2025, the Forum partly allowed the grievance, and the supply was restored on 13.04.2025. Consequently, **this connection remained disconnected for 24 days, for which the Appellant claimed to have suffered significant financial losses.**
- (v) The Appellant initially quantified the loss at Rs. 52.10 Lakhs. However, in support of an enhanced claim, he placed on record the following documents:
- Purchase Order No. AE/24-25/14 dated 10.02.2025 issued by Archana Industries for raw materials worth Rs. 38.35 Lakhs.
 - Purchase Order No. AVTPL/2024-25/PO/0048 dated 23.02.2025 issued by AV Technocrafts Pvt. Ltd. for raw materials worth Rs. 40,17,900/-.
- (vi) On this basis, the Appellant has submitted that the actual financial loss amounts to Rs.78.53 lakhs (Rs.38.35 lakhs + Rs.40.18 lakhs). Furthermore, owing to the sensitive nature of the plastic manufacturing process, the disruption in electricity supply necessitated a complete replacement of the moulds and dyes to resume operations. This resulted in an additional expenditure of Rs.11,00,000/- for which the Appellant has also sought relief. The Appellant has further submitted that he supplies finished products to clients such as Microplast, Ajinkya Industries, AIM Mould Plast, and Swati Moulds & Dyes. The registered address of the Appellant, as appearing on vendor purchase orders, is as follows:


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Krishna Enterprises, Gat No. 357/24, Khed, Waghjai Nagar, Near Vikas Engineering, Kharabwadi, Dehu, Pune, Maharashtra – 411046.

[Note: This address is different from the address on the electricity bill of Krishna Enterprises.]

- (vii) The Appellant has also contended that his monthly electricity consumption is assessed as 22,170 units, which translates to approximately 853 units per day. Based on this consumption, the average monthly electricity bill is around Rs.2,45,670/-. The Appellant has argued that, due to the disconnection of supply, not only did he suffer financial losses, but even the Respondent incurred loss of billing revenue for the said period.
- (viii) The Appellant has contended that there is no relation between Shri Vedprakash Dubey (associated with M/s. Sugandha Industries) and Shri Brijesh Dubey (associated with M/s. Krishna Enterprises). For further clarity, the Appellant has placed on record a Leave & License Agreement executed between Ms. Vidya Mauli Newale and Shri Brijesh Dubey, in support of his submissions.

Table 5:

Particulars	Licensor	Licensee	Address	Period	Purpose	Area
Leave and License Agreement	Miss Vidya Mauli Newale	Brijesh Yashodnand Dubey (33 Years Old)	Gat No. 1620, Behind Vrudhashram, Chikhali	17.01.2023 to 16.10.2025	Non Residential	4000 Sq. Feet

- (ix) The Appellant submitted that he was only marginally aware of the case pertaining to Sugandha Industries, the details of which are already covered in the Preamble. He further contended that **the Regulations of the Commission do not impose any restriction on one consumer making payment towards the bills of another consumer. Therefore, the fact that Vedprakash Dubey made certain payments (for Krishna Enterprises) cannot be construed to mean that he was utilizing the electricity supply of Krishna Enterprises. According to him, such an inference is based on mere assumption and is incorrect.** *[Note: During the hearing, when asked why Ved Prakash Dubey would make payments of electricity bills of Krishna Enterprises, there was no clear reply, other than to say that he was a vendor of Krishna Enterprises.]*


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- (x) The Appellant also asserted that the disconnection and the allegations made against him have caused damage to his reputation in society.
- (xi) In view of the above, the Appellant prays that the Respondent be directed to
- (a) Compensate him with Rs. 78.52 Lakhs towards the alleged loss of production.
 - (b) to take disciplinary action against the defaulter employees of the Respondent.

Analysis and Ruling

5. Heard the parties and perused the documents on record. The Appellant (Krishna Enterprises) is an industrial consumer (No. 170105015090) from 25.02.2023. The details are provided in Table 4. The Appellant operates a plastic granule manufacturing unit producing materials such as PC, ABS RR, ABS Black, PPTF Black, PAMA Black, PAMA Red, and PC Grey which are tailored to customer specifications. The basic dispute relates to the issue whether the outstanding dues of Sugandha Industries, amounting to about Rs.10.67 lakhs, can be recovered from Krishna Enterprises, where the electricity connection is currently allegedly used by tenant Ved Prakash Dubey. Ved Prakash Dubey was also the tenant and user of electricity connection of Sugandha Industries. The Respondent has tried to establish a nexus between the concerned parties, which is denied by the Appellant. On record are the cheque payments made by Ved Prakash Dubey for the electricity bills of Krishna Enterprises. The Appellant claims that nothing bars a third party, such as a vendor of the consumer, from paying his electricity dues. The Appellant has tried to show that despite these payments, there is no link between Ved Prakash Dubey (who earlier used the connection of Sugandha Industries which is in arrears) and Krishna Enterprises, whose proprietor is Brijesh Dubey.

6. The Respondent contended that the electricity under the present connection (Krishna Enterprises) is being utilized by Shri Vedprakash Dubey (Archana Enterprises), who is stated to be a tenant of Krishna Enterprises. It was contended that machinery belonging to M/s. Sugandha Industries has been allegedly shifted to this premises. Shri Vedprakash Dubey has made the following payments towards the electricity bills of Krishna Enterprises:

Rs.2,54,740/- vide Cheque No. 363614 dated 27.01.2025,


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Rs.2,59,020/- vide Cheque No. 363631 dated 25.02.2025, and

Rs.2,09,990/- vide Cheque No. 363637 dated 19.03.2025 (dishonoured).

Subsequently, after dishonour of the third cheque, the outstanding bill of Rs.2,12,610/- was cleared through Demand Draft dated 29.03.2025. It was also brought on record that Shri Vedprakash Dubey was earlier using electricity connection No. 170101471384 in the name of “Sugandha Industries” (also on rent). He had defaulted on payments under that connection, as already reflected in Table 1. This establishes that **Shri Vedprakash Dubey is the actual beneficiary user of both connections, namely, Krishna Enterprises and Sugandha Industries**. He is continuing his operations through the present connection while deliberately avoiding payment of arrears from the earlier premises.

Moreover, Shri Brijesh Dubey, proprietor of Krishna Enterprises, has been actively representing before MSEDCL officials seeking revision of electricity bills issued to Sugandha Industries. This indicates his involvement. The Respondent therefore concluded that Vedprakash Dubey and Brijesh Dubey are conducting a joint or interlinked business, and that M/s. Sugandha Industries, M/s. Archana Enterprises, and M/s. Krishna Enterprises are closely connected and are collectively attempting to evade legitimate dues payable to MSEDCL.

The connection of Krishna Enterprises remained disconnected from 24.03.2025 to 13.04.2025. There was no prejudicial disconnection; rather, the consumption during the period in question is strictly recoverable in terms of Section 56(1) of the Electricity Act, 2003. The actions of the Respondent are thus consistent with the Supply Code and Standards of Performance Regulations, 2021. As MSEDCL is a Public Undertaking, any loss of consumed units directly translates into loss of revenue ultimately borne by its entire consumer base.

7. The Appellant contended that on 20.03.2025, the Respondent disconnected its electricity supply, citing arrears of another consumer, M/s. Sugandha Industries (Consumer No. 170101471384). This was done without any prior notice, despite the Appellant’s record of making regular payments. The Appellant immediately objected, submitting that Krishna Enterprises and Sugandha Industries are unrelated entities operating from different premises, and he made several written representations to this effect. The Additional Executive Engineer, however, allegedly insisted that the supply would be restored only if the Appellant either


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cleared Sugandha Industries' arrears of Rs.10,67,720/- or shifted the factory of Shri Brijesh Dubey (Krishna Enterprises) to another premises. The Forum, by its order dated 11.04.2025 partly allowed the grievance allowing restoration of supply. Supply was eventually restored on 13.04.2025, after a disconnection period of 24 days. The Appellant has claimed losses amounting to Rs.78.53 lakhs, comprising:

Rs.38.35 lakhs against confirmed purchase orders from M/s. Archana Industries,

Rs.40.18 lakhs against confirmed purchase orders from M/s. AV Technocrafts, and additional approximately Rs.11 lakhs spent on replacement of moulds and dyes.

He submits that Krishna Enterprises supplies products to reputed clients, including Microplast, Ajinkya Industries, AIM Mould Plast, and Swati Moulds & Dyes. The Appellant has denied any nexus between Shri Vedprakash Dubey (Sugandha Industries) and the Appellant i.e. Shri Brijesh Dubey (Krishna Enterprises), placing reliance on a Leave & License Agreement to establish independent operations. He further argued that **occasional payments made by Vedprakash Dubey towards his electricity bills cannot be construed as proof of shared usage**. According to the Appellant, the disconnection based on false allegations has caused serious reputational harm and business disruption. **He therefore seeks relief in the form of compensation of Rs.78.53 lakhs towards production loss**, and disciplinary action against the concerned employees responsible for the wrongful disconnection.

Irrespective of the issue whether there is a nexus or not between Krishna Enterprises and Sugandha Industries, the only prayer of the Appellant now relates to compensation of Rs.78.53 lakhs towards loss of business. However, the Regulations do not allow such compensation.

8. The Supply Code & SOP Regulations 2021 expressly empower consumers to claim compensation for non-compliance by the Distribution Licensee, as prescribed under Annexure


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- II of the said Regulations. The relevant extract is reproduced herein for ready reference: –

Annexure - II: Level of Compensation Payable to Consumer for failure to meet Standards of Performance			
Supply Activity/Event	Standard	Compensation Payable	Automatic/Manual
4. Reconnection			
Reconnection of a Consumer who has been disconnected for less than six (6) months, from the time of payment of either all amounts to the satisfaction of the Distribution Licensee or, in case of a dispute, such amount under protest in accordance with the proviso to subsection (1) of Section 56 of the Act	Eight (8) hours (Urban Areas)	Rs 50 per hour or part thereof of delay subject to maximum of Rs 250.	Automatic
	Twenty Four (24) hours (Rural Areas)		Automatic

Regulation 18.4 of the Supply Code and Standards of Performance Regulations, 2021 stipulates as follows:

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

In the present case, the Appellant had originally claimed **compensation of Rs.22.11 lakhs** before the Forum. It is well-settled that an Appellant cannot introduce a new prayer at the appellate stage. The increased claim of Rs.78.53 lakhs is in effect an **indirect demand** for compensation for loss of production during the period of disconnection. But even if the claim was restricted to Rs.22.11 lakhs, it would not be allowed.

9. **Regulation 20.4 of the CGRF & EO Regulations, 2020** clearly prohibits awarding of indirect or consequential damages. The said Regulation stipulates:

20.4 The order passed by the Electricity Ombudsman shall set out –

(a) issue-wise decisions;


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(b) reasons for passing the order; and

(c) to (d)

(e) directions to pay such amount as may be awarded by it as compensation to the Complainant for any loss or damage suffered by the consumer:

Provided, however, that in no case shall any Complainant be entitled to indirect, consequential, incidental, punitive, or exemplary damages, loss of profits or opportunity.

(f)

Accordingly, in light of the above-quoted provisions, the Appellant is **not entitled to claim indirect or consequential compensation beyond Rs.250/-**.

10. It is further observed that Schedule-B bears the signature of P. P. Newale, whereas the electricity connection is registered in the name of Krishna Enterprises, whose sole proprietor is Shri Brijesh Dubey. The Leave and License Agreement on record has been executed between Ms. Vidya Mauli Newale (the licensor) and Shri Brijesh Dubey (the licensee), pertaining to the premises located at Gat No. 1620, Behind Vrudhashram, Chikhali. In view of the above, Shri P. P. Newale is neither a party to the said agreement nor the registered consumer of the electricity connection in question. He is, therefore, a third party with no legal standing (locus standi) to sign or submit any representation on behalf of Krishna Enterprises. Accordingly, the present representation submitted by Shri P. P. Newale is not maintainable in law and deserves to be disregarded on this ground alone.

11. In view of the foregoing discussions and the regulatory framework cited, the instant Representation is held to be not maintainable, and is accordingly rejected and disposed of.

Sd/

(Vandana Krishna)

Electricity Ombudsman (Mumbai)


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