

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 114 OF 2025

In the matter of accumulated excess billing

Aliya Firdous Abdul MominAppellant
(Consumer No. 000710881586)

V/s.

Maharashtra State Electricity Distribution Co. Ltd.....Respondent No.1
Thane Urban Circle (MSEDCL)

Torrent Power Limited, Distribution Franchisee for Shil, Mumbra, KalwaRespondent No.2
(TPL)

Appearances:

Appellant : Abdul Muqet Abdul Momin, Son of the Appellant

Respondent No.1: 1. Shubhangi Kumbhare, Addl. Ex. Engineer, TUC, MSEDCL

Respondent No.2: 1. TPL Prasad Sutaone, Asst. General Manager, TPL
2. Mahesh Ghagare, Manager, TPL
3. Anand Baviskar, Manager, TPL


Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 21st January 2026

Date of Order : 26th February 2026

ORDER

This Representation was filed on 4th December 2025 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum &


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Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 9th October 2025 passed by the Consumer Grievance Redressal Forum, MSEDCL, Bhandup (the Forum). The Forum allowed the grievance application of the Appellant with its operative part of the order as below:


“2. The assessment / supplementary bill generated should not be extended to a period more than two years from the date of updating records in the system.”

2. The Appellant has filed this representation against the order of the Forum. A physical/video conference hearing was conducted on 21.01.2026. The Appellant appeared in person, whereas the Respondent attended the hearing 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’]*

- (i) TPL was appointed as a Distribution Franchisee by the Respondent, MSEDCL, with effect from 01.03.2020 for the operation and maintenance of electricity supply, including billing of consumers, in the areas of Shil, Mumbra and Kalwa.
- (ii) Prior to the appointment of the Franchisee, the erstwhile MSEDCL had released the new electricity connections. The particulars of Consumer Number, sanctioned load, address, date of connection, etc., are tabulated herein below:


Table 1:

Appellant	Consumer No.	Address	Sanct- ioned load	Date of Supply	Supp. Bill towards accumulated ocnsumption
Aliya Firdous Abdul Momin	000550881586	Flat no. 101, Wafa Garden 2/A, Near Kaisekar Hospital, Kausa, Mumbra- 400612.	0.26 kW	18.12.2006	₹68,212.44 for the period from Dec. 2019 to May 2025 (66 months) with average of 233 units/month for accumulated consumption of 15380 units


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- (iii) TPL took over the Distribution Franchisee (DF) area with effect from 1st March 2020. Shortly thereafter, due to COVID-19 pandemic, a complete lockdown was imposed from 20.03.2020 till June 2020, during which only limited essential activities, namely operation and maintenance of power supply were permitted, particularly in view of the critical supply position in the area. Consequently, certain activities such as detailed site inspections, meter verification, meter replacement, etc., could not be undertaken in accordance with the prescribed Standards of Performance.
- (iv) The Appellant lodged a complaint on 31.05.2021 alleging a mismatch between the meter number printed on the electricity bill and the meter installed at the premises. This was the first occasion when the Respondent became aware **that MSEDCL had replaced the meter (No. 6071139) in 2019 to new Meter No. 15268146 without updating the billing records in the system.** Thus, the cause of action arose only on 31.05.2021, when the discrepancy was brought to the notice of the Respondent.
- (v) It is an admitted and undisputed fact that the Appellant has been continuously enjoying electricity supply through Meter No. 15268146 since 2019. During this period, the correct readings could not be entered into the system, as the meter numbers did not match. Therefore,
- Billing was carried out on an average basis (approximately 188 units per month).
[Note: It is not clear how the Respondent arrived at this figure of average consumption. Later it has been argued that the correct average was around 330 units. This underbilling led to subsequent accumulated arrears and disputes.]
 - Electricity supply was never interrupted.
 - No objection was raised by the Appellant regarding the average billing.
- (vi) Due to pandemic restrictions, physical inspection could be conducted only on 07.12.2022, when the installed meter (No.15268146) was verified. The Respondent requested the Appellant to permit regularization of records on 17.12.2024. *[Note: It was not necessary to obtain prior permission; however, an intimation for regularization of the records was expected.]*


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- (vii) A formal letter dated 20.01.2025 was issued requesting meter mapping. Thereafter:
- Meter mapping was updated.
 - Billing was aligned with actual consumption from June 2025 onwards.
 - On 06.06.2025, meter testing was conducted in the presence of the Appellant. The meter was found accurate and within permissible limits.
 - MRI data and photographs were taken. A reading of 15,868 kWh was recorded on 13.06.2025.
- (viii) As per the site visit carried out at the consumer's premises, the connected load was found to comprise of three fans, two tube lights, three LED bulbs, one refrigerator, one washing machine, one air conditioner, and one inverter. The electricity bill for June 2025 was issued on the basis of the actual meter reading recorded, reflecting the consumer's actual usage. Hence, the actual consumption recorded in the meter is binding to the Appellant.
- (ix) **Based on actual readings, revision for the period December 2019 to May 2025 (5 ½ years) initially resulted in a debit of ₹68,212.44**, communicated vide letter dated 19.06.2025. The same was duly explained to the consumer during the site visit. Upon examination of the consumption pattern over the relevant period, it is observed that the billing corresponds with the recorded usage. *[Note: The exact calculations of this amount of Rs.68,212 /- were not clarified to this Forum.]*
- (x) The month-wise billing details of the Appellant for the period from April 2018 to December 2025 are kept on record for perusal.
- (xi) Aggrieved, the Appellant approached the Forum on 03.07.2025. The Forum by its order directed to revise the bill for 24 months as per actual consumption. The Respondent has fully complied with the Forum's order as below.
- **Restricting revision to June 2023 to May 2025 only.**
 - Granting a credit of ₹12,115.78 in the October 2025 bill.
 - Submitting detailed calculation sheets to the Forum.
 - Personally, explaining the calculations to the Appellant.


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(xii) As on date, after compliance of the Forum's order, the outstanding dues amount rose to Rs.83,690/-, as the Appellant was irregular in payment. Instead of paying the legitimate dues, the Appellant has filed the present appeal seeking total waiver of recovery from December 2019, which is contrary to law and facts.

Legal Position:


(xiii) It is well settled that Section 56(2) of the Electricity Act, 2003 does not extinguish the liability of the Appellant to pay for electricity actually consumed. It merely restricts the mode of recovery by disconnection after two years.

(xiv) The Respondent relied upon the following judgments in support of its submissions:

- a) **Assistant Engineer (D1), Ajmer Vidyut Vitran Nigam Ltd. v. Rahamatullah Khan**, dated 18.02.2020 /(2020) 4 SCC 650: The Hon'ble Supreme Court held that Section 56(2) does not bar the raising or recovery of a lawful demand for electricity actually consumed; it merely restricts disconnection as a coercive measure.
- b) **Prem Cottex v. Uttar Haryana Bijli Vitran Nigam Ltd.** dated 05.10.2021: The Hon'ble Supreme Court clarified that charges for electricity actually consumed are fully recoverable. While the remedy may be subject to limitation, the substantive right to recover is not extinguished.
- c) **MSEDCL v. Suhasini D. Naik, Bombay High Court, WP No. 3086/2024: The Hon'ble Court held that:**
 - A revised bill may be issued upon discovery of a bona fide mistake.
 - Unless a meter is proven to be faulty, the consumption recorded therein is binding.
 - Average billing cannot be resorted to without a finding that the meter is defective.

In the present case, the meter was tested and found to be accurate.

- d) **M.P. Electricity Board v. Basantibai**, (1988) 1 SCC 23: A consumer cannot evade payment merely on account of an error committed by the licensee.


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- e) **Paschimanchal Vidyut Vitran Nigam Ltd. v. DVS Steels**, (2009) 1 SCC 210: Courts should not encourage consumers to withhold payment; deposit of disputed amounts may be insisted upon.
- f) **Southern Electricity Supply Co. of Orissa Ltd. v. Sri Seetaram Rice Mill**, (2012) 2 SCC 108: Electricity laws must be interpreted in a manner that prevents misuse and revenue loss; consumers cannot take advantage of technical lapses.
- g) **NDPL (now TPDDL) v. Bhasin Motors Pvt. Ltd.**, 2009 SCC Online Del 1514: Back-billing based on actual consumption is valid. Section 56(2) restricts disconnection, not billing.

[Note: Copies of the above judgments are not annexed with the present reply.]

(xv) The Respondent's submissions are summarized as follows:

- a) Electricity was continuously supplied to and consumed by the Appellant without interruption during the relevant period.
- b) The installed meter was duly tested by the competent authority and was found to be accurate and functioning correctly.
- c) The under-billing occurred solely due to a bona fide system error, namely the non-updating of the replaced meter number in the billing records, and not on account of any defect in the meter. This led to non-recording of the actual meter readings.
- d) The cause of action arose only upon discovery of the discrepancy and mismatch in the system records.
- e) The liability to pay for electricity actually consumed is statutory in nature and arises from the governing provisions of the Electricity Act and the applicable Supply Code.
- f) Section 56(2) of the Electricity Act restricts recovery beyond two years only with respect to the mode of enforcement (i.e., disconnection), and does not extinguish the underlying liability to pay for electricity actually consumed.


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- g) The Respondent has duly complied with the order passed by the Forum in its entirety.
- h) Granting a complete waiver of the legitimately raised demand would set a dangerous precedent and result in substantial revenue loss to a public utility.
- i) The present appeal has been preferred only with a view to delay payment of legitimate and lawful dues.
- j) The Appellant has a history of irregular payment of electricity bills, which further disentitles him from seeking equitable relief.
- (xvi) The Respondent has placed on record various photographic meter readings pertaining to the previous period of New Meter No. 15268146.

Table 2:

Abstract of Photo Readings of Meter (Sr. No.15268146)				Consumed Units	Month
Date	Photo Reading (kWh)	Date	Photo Reading (kWh)		
14.08.2020	000890	12.01.2025	013408	285	Jan-25
15.12.2020	001435	13.02.2025	013769	361	Feb-25
15.02.2021	001610	17.03.2025	014219	450	Mar-25
13.06.2021	002242	15.04.2025	014816	597	Apr-25
13.04.2022	003187	13.05.2025	015380	564	May-25
15.10.2024	012334	12.06.2025	15868	488	Jun-25
14.12.2024	013123				

The Forum ordered restricting the recovery period to 2 years, i.e. June 2023 to May 2025. Meter reading is available for May 2025 but not for June 2023. Therefore, the Respondent has gone further back to April 2022 for which a meter reading is available.

The long-term (about 3 years) average consumption from 13.04.2022 (Meter Reading: 3,187 kWh) to 12.05.2025 (Meter Reading: 15,380 kWh), over a period of 37 months, works out to 330 units per month, calculated as follows: $15,380 - 3,187 = 12,193$ units consumed during the said period, which averages to approximately 330 units per month.


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(xvii) With the above photo meter readings available on record, the monthly bills were accordingly revised as detailed in Table 3 below, for the period allowed by the Forum.

Table 3:

Month	Revised Units billed	Month	Revised Units billed
Jun-23	310	Jun-24	310
Jul-23	310	Jul-24	310
Aug-23	310	Aug-24	310
Sep-23	310	Sep-24	310
Oct-23	310	Oct-24	310
Nov-23	310	Nov-24	310
Dec-23	310	Dec-24	310
Jan-24	310	Jan-25	312
Feb-24	310	Feb-25	350
Mar-24	310	Mar-25	536
Apr-24	310	Apr-25	536
May-24	310	May-25	536
Sub Total	3720		4440
Total		8160	

The bill revision has been auto system-generated, taking into account the previous billing data available in the system, and by deducting the entire interest and delayed payment charges.


[Note: It is not clear why the Respondent has not used actual meter readings which are available every month from Dec.2024 onwards, to calculate consumed units.]

(xviii) In view of the above, The Respondent prays that Hon'ble Ombudsman may please be to:

- a) Uphold the Forum's Order dated 09.10.2025;
- b) Confirm the revised billing carried out in compliance with the Forum's directions;
- c) Direct the Appellant to pay the outstanding dues of ₹83,690/- without delay.

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


(i) The Appellant is a residential consumer bearing Consumer No. 000710881586 since


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18.12.2006. The particulars of the premises, sanctioned load and other details are set out in Table 1.

- (ii) The dispute arises out of persistent billing discrepancies and technical lapses attributed to Torrent Power, Mumbra Division. The Appellant has been pursuing the matter since 2021 and submitted several written representations, including the latest dated 20.01.2025; however, no effective resolution was provided.
- (iii) The core issue pertains to a meter replacement carried out in December 2019, when the earlier meter bearing No. 6071139 was replaced with new meter No. 15268146. Despite such replacement, the Respondent failed to update the new meter number in its billing system, and bills continued to reflect the old meter number, resulting in erroneous billing records.
- (iv) The Appellant repeatedly requested correction of the meter mapping and updating of consumer data. Instead of rectifying the records, the Respondent wrongly characterized the matter as a defective meter issue, though it was subsequently admitted that the meter was not defective.
- (v) Thereafter, without conducting any meter test, without issuing a test report or formal notice, and without affording an opportunity of hearing, the Respondent issued a supplementary/assessed bill retrospectively covering the period from December 2019 to 2025, i.e., nearly five years. The Appellant received a bill of approximately Rs. 70,250/- despite her average consumption over the past several years being around 188 units per month. *[Note: Table 2 indicates a much higher average figure. Further, the meter testing report dated 06.06.2025 has been verified. The test was conducted in the presence of the Appellant and the report bears her signature.]*
- (vi) The Appellant contends that such retrospective recovery is contrary to Section 56(2) of the Electricity Act, 2003, as arrears beyond two years cannot be recovered unless continuously reflected in the bills. The impugned demand, raised after several years due to the Respondent's own record-keeping lapse, is therefore illegal.
- (vii) The Forum partly allowed the grievance application filed on 03.07.2025 and directed that



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the assessment/supplementary bill should not extend beyond two years from the date of updating records. However, while acknowledging the Respondent's failure in system updating, the Forum did not address the fundamental illegality of raising retrospective billing without statutory compliance.

Legal and Regulatory Grounds

- (viii) As per the MERC Supply Code & SoP Regulations 2021, in cases of defective or non-functional meters, any billing adjustment must be based on proper meter testing and limited to the prescribed period, with the test report furnished to the consumer. In the present case, no meter test was conducted, no defect was established, and no report was communicated. Hence, the supplementary billing lacks statutory foundation.
- (ix) Supplementary bills generated years later purely due to internal data correction or administrative oversight are arbitrary and unsupported by regulatory provisions. The licensee cannot shift the burden of its own negligence onto the consumer.
- (x) Although Section 56(2) prescribes a two-year limitation for recovery of dues, such limitation applies only to amounts lawfully determined and billed. In the present case, the alleged arrears arose solely due to failure in updating meter records, and no lawful liability had crystallized earlier.
- (xi) Further, the average consumption ought to be assessed on a long-term basis. The meter installed in December 2019 recorded 15,380 kWh **as on 13.05.2025, covering about 66 months, which works out to a long-term average of approximately 233 units per month. The Respondent's reliance on selective photo readings to compute a higher average is unjustified** and indicates possible irregularity in meter functioning.
- (xii) The impugned demand of approximately Rs. 70,250/- arising from admitted system errors, is unjust and has caused significant financial hardship and mental distress to the Appellant.
- (xiii) In view of the above, the Appellant prays that the Respondent be directed to:
 - a) Quash and set aside the supplementary/assessed bill issued for the period from December 2019 to 2025 as illegal and without lawful basis;
 - b) Issue correct bills, if any dues are legitimately payable, only from the date of proper


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- updating of meter data and not retrospectively;
- c) Waive all interest, surcharge, penalty or delayed payment charges levied in connection with the impugned demand;
 - d) Ensure accurate updating of meter records and billing strictly on actual readings henceforth; and
 - e) Pay compensation of Rs. 10,000/- towards mental harassment and inconvenience caused to the Appellant.

Analysis and Ruling

5. The earlier meter of the Appellant bearing No. 6071139 was replaced in December 2019 with a new meter bearing No. 15268146 by erstwhile MSEDCL. It is undisputed that after replacement of the meter, the new meter number was not updated in the billing system, and bills continued to reflect the old meter number. The Respondent TPL submits that the discrepancy came to its notice only upon complaint dated 31.05.2021, however immediate action could not be taken due to restrictions on site inspections during the Covid pandemic. The record further shows that meter testing was conducted on 06.06.2025 in the presence of the Appellant and the meter was found accurate and within permissible limits. The testing report bears the signature of the Appellant. Upon updating the meter mapping and analyzing MRI data and photographic readings, the Respondent revised the bills. Initially, revision for the period December 2019 to May 2025 resulted in a debit of ₹68,212.44.

6. Aggrieved, the Appellant approached the Forum on 03.07.2025. The Forum partly allowed the grievance and directed that revision of billing be restricted to a period of 24 months from the date of updating records. However, in the absence of actual meter readings, the Forum did not specify as to how the 'average' consumption or these 24 months period was to be computed. The Respondent seems to have applied an average of about 330 units per month, which is disputed by the Appellant. The Respondent states that it has complied with the Forum's order by restricting


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the revision to June 2023 to May 2025 and granting necessary credits. As per the Respondent, the outstanding dues presently stand at ₹83,690/-, inclusive of subsequent current consumption. The main point of contention seems to boil down to how the 'average' consumption for this period is to be calculated.

7. We have studied the CPL of the Appellant right from 2018 onwards It shows the consumption pattern as below:

Table 4:

Year	2018-19		2019-20		2020-21		2021-22	
Month	Meter Status	Cons. (Units)	Meter Status	Cons. (Units)	Meter Status	Cons. (Units)	Meter Status	Cons. (Units)
Apr	Normal	226	Normal	0	R.N.T.	125	Faulty	125
May	Normal	266	Normal	0	R.N.T.	125	Faulty	125
Jun	Normal	248	Normal	0	R.N.T.	125	Faulty	125
Jul	Normal	241	Normal	0	Inaccessible	125	Faulty	125
Aug	Normal	252	Normal	0	R.N.T.	125	Faulty	125
Sep	Normal	299	Normal	0	R.N.T.	125	Faulty	125
Oct	Normal	257	Normal	0	R.N.T.	125	Faulty	125
Nov	Normal	267	Normal	0	R.N.T.	125	Faulty	125
Dec	Normal	176	Locked	125	R.N.T.	125	Faulty	125
Jan	Normal	73	Inaccessible	125	Faulty	125	Faulty	125
Feb	Normal	0	Inaccessible	125	Faulty	125	Faulty	125
Mar	Normal	0	Normal	0	Faulty	125	Faulty	125
Year	2022-23		2023-24		2024-25		2025-26	
Month	Meter Status	Cons. (Units)	Meter Status	Cons. (Units)	Meter Status	Cons. (Units)	Meter Status	Cons. (Units)
Apr	Faulty	125	Faulty	125	Faulty	188	Faulty	188
May	Faulty	125	Faulty	125	Faulty	188	Faulty	188
Jun	Faulty	125	Faulty	125	Faulty	188	Normal	488
Jul	Faulty	125	Faulty	125	Faulty	188	Normal	426
Aug	Faulty	125	Faulty	188	Faulty	188	Normal	278
Sep	Faulty	125	Faulty	188	Faulty	188	R.N.A.	397
Oct	Faulty	125	Faulty	188	Faulty	188	Normal	459
Nov	Faulty	125	Faulty	188	Faulty	188	Normal	174
Dec	Faulty	125	Faulty	188	Faulty	188	Normal	150
Jan	Faulty	125	Faulty	188	Faulty	188		
Feb	Faulty	125	Faulty	188	Faulty	188		
Mar	Faulty	125	Faulty	188	Faulty	188		


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The meter status was wrongly shown as 'faulty' from Jan. 2020 onwards, probably due to the mismatch between the actual and recorded meter numbers. Actually, the meter was functioning properly. Further we find that there was no justification for levying an average of only 125 and 188 units per month for prolonged periods, when the average should have been in the range of atleast 250units per month. This prolonged underbilling led to future accumulated arrears and disputes.


Examination of Table 2 shows that actual consumption between 13.04.2022 and 14.12.2024 (after which monthly meter reading photos are available) is 13123-1387=11,736 units over 32 months, which comes to an average of 366 units per month. After this period, actual consumption was 285,361,450,597 and 564 units till May 2025. We find that the revised units applied by the Respondent as per Table 3 are in tune with these figures.

However, during the course of joint verification with the Respondent, it was observed that if the actual readings available for certain missing months (which were not considered in the calculation sheet already provided) were to be incorporated, the resultant credit amount would reduce from ₹12,115/- to ₹10,423/-. In view of this, it was decided to retain the original calculations without any modification.

The following issues are framed for consideration of the case.

Issue	Description	Findings
1	Whether the Respondent was justified in revising the bills based on actual recorded consumption after updating meter mapping.	Affirmative

- It is an admitted position that the Appellant has been continuously availing electricity supply through Meter No. 15268146 since December 2019. The said meter was tested on 06.06.2025 and was found to be accurate and within permissible limits, and no material has been placed on record to establish that the meter was defective or malfunctioning. The under-billing admittedly occurred due to non-updating of the replaced meter number in the billing system, which constitutes a bona fide administrative lapse; however, such lapse does not extinguish the statutory liability of the consumer to pay for electricity actually


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consumed. As per the judgments relied upon by the Respondent, namely the decision of the Hon'ble Supreme Court dated 05.10.2021 in Civil Appeal No. 7235 of 2009 in the case of *M/s. Prem Cottex v. Uttar Haryana Bijli Vitran Nigam Ltd.* and the judgment dated 18.02.2020 in Civil Appeal No. 1672 of 2020 in the case of *Assistant Engineer, Ajmer Vidyut Vitran Nigam Ltd. & Anr. v. Rahamatullah Khan @ Rahamjulla*, **which have also been considered by the Forum**, the liability to pay for electricity actually consumed is not extinguished under Section 56(2) of the Electricity Act, 2003.

It has been clarified that Section 56(2) of the Electricity Act does not prohibit raising a lawful demand for electricity actually consumed, but merely restricts the mode of recovery by way of disconnection after a period of two years. In the present case, the Forum has already restricted the revision to a period of 24 months, and the Respondent has complied with the said direction by granting consequential credit. The Appellant's contention that no meter test was conducted is factually incorrect in view of the verified meter testing report dated 06.06.2025 verified with signature of the Appellant. Further, once the meter has been found accurate, the argument regarding determination of consumption on the basis of long-term average is not sustainable, as held in *MSEDCL v. Suhasini D. Naik* (Bombay High Court), wherein it has been observed that recorded consumption is binding unless the meter is proved faulty. At the same time, it is noted that the Respondent was negligent in not promptly updating the meter mapping after replacement, which resulted in avoidable litigation and inconvenience to the consumer; utilities are expected to maintain accurate records to prevent accumulation of arrears due to system errors. However, in the absence of any proof of meter defect or wrongful assessment beyond the period already restricted by the Forum, no ground is made out to set aside the revised billing in its entirety.

8. Considering the facts and circumstances of the case, the Forum's order is modified as below:

The Respondent is directed as under: -


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- a) The Forum held that the bills for the period from June 2023 to May 2025 shall be revised on the basis of actual photo meter readings, and the same is hereby upheld. However, the interest and delayed payment charges levied from June 2025 onwards till the date of this Order shall stand waived.
- b) To allow the Appellant to pay the revised bill in 10 equal monthly instalments. If the Appellant fails to pay any instalment, proportionate interest will accrue, and the Respondent has the liberty to take action as per law.
- c) Compliance to be submitted within two months from the date of issue of this order.
- d) The other prayers of the Appellant are rejected.

9. The Representation is disposed of accordingly.

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

Sd/
Vandana Krishna)
Electricity Ombudsman (Mumbai)


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Secretary
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