

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 54 OF 2026

In the matter of Installation of Meter Cabin on the outer wall

Mrs. Kamla Omprakash Gulati Appellant
(Rajendra Nadar – Power of Attorney holder)
(CA. No. 152394613)

V/s.

Adani Electricity Mumbai Limited (AEML)..... Respondent

Appearances:

Appellant: Rajendra Nadar, Representative

Respondent: 1. Mritunjay Jha, General Manager & Nodal Officer
2. Prashant P. Mane, Associate General Manager


Coram: Vandana Krishna [IAS. (Retd.)]

Date of hearing: 8th June 2026

Date of Order : 18th June 2026

ORDER

This Representation was filed on 4th May 2026 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 31st March 2026 in Case No. 02019/2025-26 passed by the Consumer Grievance Redressal Forum, AEML (the Forum). The Forum rejected the grievance application of the Appellant.


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2. Aggrieved by the order of the Forum, the Appellant has filed this representation. A physical hearing was held on 8th June 2026, during which both parties were present and 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) The Appellant is the owner and occupier of Shop No. 383/2, Ramabai Colony, Ghatkopar. Although the electricity connection (CA No. 152394613) continues in the name of the previous owner, Mrs. Kamla Gulati, the Appellant holds a valid Power of Attorney authorizing him to pursue and represent this matter. The particulars of the consumer are tabulated as below:

Table 1:

Appellant	Consumer No.	Address	Activity
Mrs. Kamla Omprakash Gulati : POA Holder, Rajendra Nadar	152394613	Shop No. 383/2, Chawl No. 42, Road No. 2, Ramabai Colony, Ghatkopar (East), Mumbai-400075	Commercial (Shop)

- (ii) Pursuant to a letter dated 10.11.2025 from Mrs. Nutan Nadar regarding alleged dangerous board wiring, its personnel inspected the site on 14.11.2025 to assess the technical condition of the installation. During the inspection, the procedure for re-board wiring was explained to the Appellant and the relevant details were displayed on the meter box.
- (iii) The Appellant demolished the wall surrounding the meter cabin without any intimation to the Respondent and on the contrary, he complained to the Electrical Inspector regarding dangerous board wiring. Pursuant to the complaint, the Electrical Inspector inspected the site on 16.12.2025, and confirmed the dangerous board wiring which was hazardous, and directed the Respondent to take appropriate action. Considering the site condition and safety concerns arising from the part demolition of the meter cabin, the Respondent disconnected the electricity supply to the meter cabin on 16.12.2025 and informed the Electrical Inspector of the action taken. *[Note: The Electrical Inspector has not objected to*



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the disconnection of supply, and is apparently satisfied with the action taken.]

Photographs of the site condition and meter cabin have been placed on record.

- (iv) According to the Respondent, the demolition rendered the existing meter cabin unsafe and unsuitable for restoration of supply. Consequently, a new meter cabin was installed at a location identified by the Appellant/representative and found technically suitable. Supply has been restored to 10 consumers in the first stage who completed the required formalities. In respect of the remaining two connections, the necessary formalities of test reports were completed later. The supply of one of these two consumers was reconnected in the first week of June 2026 and for the other consumer on 12.06.2026.
- (v) The Appellant and his representatives have filed multiple grievances before the Forum arising out of the disconnection of supply undertaken on safety grounds pursuant to the directions of the Electrical Inspector. The underlying dispute in all such proceedings remains substantially the same.
- (vi) The Respondent relies upon the orders passed by the CGRF in Grievance Nos. CGRF12014/2025-26, whereby directions were issued regarding restoration of supply, shifting of the meter cabin, compliance with safety requirements, and completion of the necessary formalities by the concerned consumers as below:
- a. *The Respondent is hereby directed to restore the electricity supply of the of CA No:100728943 along with other 11 numbers of connections from the existing meter cabin, subject to the Applicant/Complainant fulfilling all requisite safety requirements in accordance with applicable Standards and Regulations.*
 - b. *The Applicant/Complainant is hereby directed to undertake and complete all requisite safety measures at the existing meter cabin as per applicable standards, in coordination with AEML, within a period of seven days from the date of this order.*
 - c. *The Respondent is hereby directed at considering the Complainant's application submitted on 20.11.2025 for shifting of the existing meter cabin and to undertake all consequential steps, such as preparation of estimates and*


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issuance of demand for shifting charges etc. The Respondent shall not insist on submission of an online application by the Applicant/Complainant at this stage.

d. The Applicant is hereby directed to carry out and complete all works within his scope, in the event of shifting of the meter cabin, through a duly licensed electrical contractor and to submit the requisite test report to AEML.

(vii) Subsequently this Forum passed final order dated 06.03.2026 in CGRF12018/2025-26 with the following directions:


- i. Since the original location of the meter cabin no more exists, there is no question of Applicants/Complainants fulfilling all requisite safety requirements in accordance with applicable Standards and Regulations and subsequent restoration of electric supply.*
- ii. The Respondent is hereby directed to undertake the shifting of the meter cabin to a technically appropriate location in coordination with the Applicants/Complainants and to carry out all the allied works up to the point of supply.*
- iii. The Applicants/Complainants are hereby directed to undertake and complete all requisite safety measures at the proposed new meter cabin location as per applicable standards, in coordination with AEML (Reference: AEML's letter dated 05.02.206), within a period of seven days from the date of this order.*
- iv. The Applicants/Complainants are hereby directed to carry out and complete all works within his scope, in the event of shifting of the meter cabin, through a duly licensed electrical contractor and to submit the requisite test report to AEML.*

Pursuant to and in compliance with the said orders, the Respondent issued communications to all consumers whose electricity meters were connected to the concerned meter cabin.


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- (viii) Thereafter, to facilitate compliance with the Forum's directions, the Respondent again issued communications to all consumers connected to the meter cabin, requiring them to complete the necessary consumer-side formalities. The Respondent states that AEML's work was to be undertaken upon such compliance. Copies of letters dated 04.02.2026 and 05.02.2026 have been placed on record.
- (ix) Upon payment of the estimated charges by the Appellant, the shifting and board-wiring work was completed on 23.02.2026. The new meter cabin was installed at a location identified by the consumers/Appellant and found technically suitable. Electricity meters of ten consumers were installed after completion of the requisite formalities, while restoration of the remaining two connections was pending due to non-compliance with the prescribed requirements.
- (x) **The Respondent contends that the grievance filed before the Forum on 09.02.2026 related to a meter cabin that had been in existence prior to 2005 at a location identified by the then consumer and found technically suitable by the licensee. According to the Respondent, the meter cabin comprising 12 meters existed long before the Appellant purchased the premises in 2024. The Sale Agreement dated 17.08.2024, produced by the Appellant before the Forum, specifically referred to the existing electricity meters, thereby demonstrating the Appellant's knowledge of the infrastructure at the time of purchase. The Respondent submits that there was no occasion to obtain the Appellant's consent for the original installation and that, had the erstwhile owner objected, the connections would not have been sanctioned. The Appellant subsequently carried out construction activities affecting the meter cabin area without intimation to the Respondent. Therefore the grievance challenging the installation of the (original) meter cabin is grossly barred by limitation and that the Forum rightly rejected the same under Regulation 7.8 of the MERC (CGRF & EO) Regulations, 2020.**


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- (xi) The Respondent relied upon Regulation 7.8 of CGRF & EO Regulations, 2020, which prescribes the limitation period for admission of grievances before the Forum and provides as follows:
- 7.8 The Forum shall not admit any Grievance unless it is filled within two (2) years from the date on which the cause of action has arisen.*
- (xii) The meter cabin has since been shifted to a new location identified by the Appellant/consumers, and electricity supply to most consumers has been restored after completion of the prescribed formalities. Therefore the dispute regarding the meter cabin location has become infructuous and nothing further survives for adjudication.
- (xiii) The Respondent further contends that the present Representation is frivolous, vexatious, malafide, and devoid of legal merit. Relying upon Regulation 19.25 of the MERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2020, it is submitted that a grievance or representation found to be frivolous, vexatious, or malafide is liable to be rejected at any stage.
- (xiv) The grounds raised in the Appeal are misconceived and devoid of merit. It is contended that the Forum, after granting adequate opportunity to the parties and considering the material on record, passed a detailed, reasoned, and speaking order in accordance with the applicable Regulations. According to the Respondent, the findings recorded by the Forum are legal and justified and do not warrant interference by this Hon'ble Authority. The Respondent further alleges that the Appeal is an abuse of process, filed with a malafide intent to harass its officials and unnecessarily prolong the dispute.
- (xv) The issue relating to the meter cabin does not fall within the scope of a "grievance" as defined under the CGRF & Electricity Ombudsman Regulations, 2020, and therefore is not amenable to adjudication by the Grievance Redressal Forum.
- (xvi) In the circumstances, the present representation is untenable in law and on facts, and the Respondent prays that it be rejected with exemplary costs.


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

- (i) The Appellant, Rajendra Nadar, in his capacity as the notarized Power of Attorney holder for Mrs. Kamla Omprakash Gulati, has filed this representation concerning Consumer Account No. 152394613. The details of the electrical connection are provided in Table 1.
- (ii) The Appellant is the owner and occupant of the shop. While the electricity connection (CA No. 152394613) remains registered in the name of the previous owner, Mrs. Kamla Gulati, the Appellant holds a valid Power of Attorney, which authorizes him to represent this case in its entirety.
- (iii) The Respondent's electrical infrastructure, comprising (the previous) meter cabin serving 12 consumers, distribution boxes, and associated wiring was installed **within his private property at Shop No.383/2, Ramabai Colony, Ghatkopar, without his consent or any lawful authority. The meter cabin is fixed on the wall near the shop entrance and between two adjoining shops owned by the Appellant.** According to the Appellant, he has never granted any permission, licence, easement, or authority for its installation. A formal complaint was submitted to the Respondent AEML's Tilak Nagar office on 16th January 2026. This letter explicitly requested for certified copies of any existing consent for the installation of the meter cabin with infrastructure or, in the absence of such consent, the immediate relocation of the meter cabin. Furthermore, the Appellant demanded that the Respondent provide certified copies of any documents available in its records, granted by the previous owner that might authorize the placement or continued retention of the said infrastructure within his private premises. *[Note: This issue has been adequately replied to by the Respondent in para 2(x). It seems that the Appellant's main objection was to the placement of the common meter box on his premises.]*
- (iv) Despite requesting for certified copies of the consent or permission obtained from the previous owner for the placement of AEML infrastructure in the said premises, and notwithstanding the demand that in the absence of such consent, the infrastructure be removed or relocated entirely outside the Complainant's


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private premises, including from inside the shop and from the wall, façade, and shutter area. No response or action has been forthcoming from the Respondent.

(v) Aggrieved by the complete lack of action from the Respondent, the Appellant filed a grievance application in the Forum on 09.02.2026 to seek the following reliefs ;


a) *Direct AEML to place on record any alleged consent/easement/permission authorizing placement of its electric infrastructure within or upon shop No. 383/2 premises;*

b) *In the absence of any such lawful authority, direct AEML to immediately remove and relocate the said infrastructure entirely outside the complaint's private premises /property, including from inside the shop and from the wall/façade/shutter area, to a lawful and assessable location;*

c) *Direct AEML to ensure a proper, safe and independent metering arrangement in accordance with applicable norms.*

(vi) The Forum rejected the grievance application of the Appellant. The Forum wrongly dismissed the grievance on limitation by treating the cause of action as arising from the original installation of the meter cabin, whereas **the grievance relates to the Respondent's (meter cabin) continuing occupation of the Appellant's property without lawful authority.** The continued retention of the meter cabin on the Appellant's wall constitutes a continuing wrong and recurring cause of action. The core issue before the Forum was whether the Respondent possessed any consent, license, easement, or statutory authority to install and retain its infrastructure on the Appellant's premises. Despite specific demands, the Respondent failed to produce any documentary proof of such authority, and the Forum failed to adjudicate this issue.


(vii) Mere long existence of the infrastructure (meter cabin), knowledge of its presence, or absence of earlier objection cannot create any legal right in favour of the Respondent. In the absence of lawful authority, the continued occupation


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remains unauthorized and amounts to a continuing encroachment on private property.

- (viii) His cooperation in shifting the meter cabin to the exterior wall was only a temporary measure undertaken under protest and cannot be construed as consent for permanent retention of the infrastructure. The Respondent, being a distribution licensee, is required to provide proper and independent metering arrangements and cannot permanently utilize a consumer's private property for shared infrastructure without consent or statutory authority.
- (ix) The Appellant filed a rejoinder on 04.06.2026 submitting that the Respondent had failed to address the issues raised in the Appeal and had instead relied on matters relating to disconnection, restoration of supply, inspections, and earlier proceedings, which are irrelevant to the present dispute. The Appellant reiterated that the Respondent has not produced any consent, licence, easement, permission, or statutory authority for installation and continued retention of its infrastructure on the Appellant's premises. It was further contended that the grievance concerns the continuing occupation of the premises without lawful authority, giving rise to a continuing cause of action, and that **merely shifting the meter cabin within the Appellant's property does not render the grievance infructuous**. The Appellant therefore maintained that the CGRF failed to decide the core issue in dispute and prayed for allowing the Appeal.
- (x) The Appellant prays that this Hon'ble Authority set aside the Order dated 31.03.2026 passed by the Forum;
- hold that hold that the grievance is not barred by limitation and involves a continuing cause of action;
 - hold that the Respondent has no lawful authority to retain its electrical infrastructure on the Appellant's premises;
 - direct the Respondent to produce any consent, licence, easement or statutory authority;
 - in the absence thereof, **direct removal and relocation of the said infrastructure entirely outside the Appellant's premises.**


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Analysis & Ruling

4. Heard the parties and perused the record. The present Representation has been filed by Shri Rajendra Nadar as the notarized Power of Attorney holder of Mrs. Kamla Omprakash Gulati, the consumer of Consumer Account No. 152394613, particulars whereof are set out in Table 1.


5. The dispute does not relate to billing, metering, supply interruptions, voltage fluctuations, standards of performance, or any deficiency in electricity supply service. The grievance raised by the Appellant pertains to the location of a meter cabin serving 12 consumers and allied electrical infrastructure allegedly situated within his property. According to the Appellant, the Respondent has failed to produce any consent, permitting such installation, and has not acted upon his request for its removal or relocation. The Appellant further contends that any cooperation extended by him for shifting the meter cabin within his premises was purely temporary and under protest.

The following issues are framed for consideration:

Issue	Particulars	Findings
1	Whether a dispute relating to shifting/relocation of an electricity meter falls within the statutory definition of a "Grievance" under the applicable CGRF and Electricity Ombudsman Regulations, 2020?	Negative
2	Whether the Appellant is entitled to any relief in respect of the request for shifting/relocation of the electricity meter?	Negative

Regulation 2.1(d) and 2.1(e) of the CGRF & Electricity Ombudsman Regulations, 2020 define "Complaint" and "Grievance" respectively as follows:

2.1 (d): A "Complaint" means a submission made by a consumer expressing dissatisfaction with the electricity supply service provided by the Distribution Licensee;


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2.1 (e): “Grievance” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance, which has been undertaken to be performed by a Distribution Licensee in pursuance of a licence, contract, agreement or under the Electricity Supply Code or in relation to Standards of Performance of Distribution Licensees as specified by the Commission and includes inter alia Grievances in respect of non-compliance of any Order of the Commission or any action to be taken in pursuance thereof, which are within the jurisdiction of the Forum or Electricity Ombudsman, as the case may be;

In the present case, the Appellant has not alleged any deficiency in electricity supply service, billing, metering, standards of performance, or any other obligation undertaken by the Distribution Licensee under the applicable statutory framework. The substance of the dispute concerns the location of a common meter cabin serving multiple consumers, and raises questions relating to property rights, easementary rights, occupation and use of premises. Such disputes are essentially civil in nature and do not fall within the ambit of a "Grievance" as defined under Regulation 2.1(e). It is notable that in a metropolis like Mumbai, lakhs of consumers stay in chawls, slums or joint premises, sharing space for their meter cabins through mutual understanding. Often the meter box is installed on the wall of a particular consumer, mostly through historical arrangement. No other space is available for the meter box. In such situations, if there was no mutual understanding among the multiple consumers, it would not be possible for the utility to supply electricity in the first place. Sometimes a consumer tries to shift responsibility to the utility to find alternate space for the meter cabin, leading to an impasse, or unnecessary prolongation of the dispute.

The Issue 1 & 2 is answered in the Negative.

6. The Supply Code & SoP Regulations, 2021 defines the “Point of Supply” which is reproduced as below:


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“2. Definitions

2.1. Words, terms and expressions defined in the Electricity Act, 2003, as amended from time to time and used in this Regulations shall have and carry the same meaning as defined and assigned in the said Act.

2.2. In these Regulations unless the context otherwise requires:

mm. “Point of Supply” means the point at the outgoing terminals of the Distribution Licensee’s cutouts/switchgear fixed in the premises of the Consumer.”

Regulation 6.5 provides availability of space by the Applicant for processing of application for supply of power:


“6.5 Where, in the opinion of the Distribution Licensee, the provision of supply requires installation of transformers, switch gear, meter and all other apparatus up to the Point of Supply within the Applicant’s premises, the Applicant shall make a suitable piece of land or a suitable room within such premises available to the Distribution Licensee, by way of lease:

Provided that a suitable piece of land or a room shall be made available to the Distribution Licensee, by way of lease agreement at Rupee One (₹1) per annum:

Provided further that expenses, if any, towards registration of lease agreement shall be borne by concerned Applicant:

Provided further that any existing agreement, as on the date of notification of these Regulations, for use of such land or room may, upon expiry, be renewed on such terms and conditions as may be mutually agreed between the parties, to be consistent with this Regulation 6.5:

Provided also that where, at the date of notification of these Regulations, the Distribution Licensee is using any such land or room without an agreement for such use or under an agreement having no fixed expiry date, then such arrangement or


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agreement, as the case may be, for use of such land or room is deemed to have expired at the end of Two (2) years from the date of notification of these Regulations, subsequent to which a fresh agreement may be entered into on such terms and conditions as may be mutually agreed between the parties, to be consistent with this Regulation 6.5.”


A "Point of Supply" is the point at the outgoing terminals of the Distribution Licensee's cutouts/switchgear fixed in the premises of a Consumer or a group of consumers in a Chawl or Complex. The Licensee's side and the Consumer's Side are as below:

- The Utility's Side: Everything up to and including the outgoing terminals of the Licensee's equipment (cutouts, meters, or switchgear) belongs to and is the responsibility of the Distribution Licensee.
- The Consumer's Side: Everything beyond those outgoing terminals—the internal wiring, cables, distribution boards, and appliances—belongs to and is the responsibility of the Consumer.

This point is critical for three main reasons:

- Liability and Maintenance: If there is a fault, fire, or accident, the "Point of Supply" determines who is legally liable. If the issue occurs before the point of supply, the utility is responsible; if after, it is the consumer's responsibility.
- Metering and Billing: The meter is generally installed at or before this point. It marks the measurement boundary for the energy consumed, for which the consumer is billed.
- Safety Responsibility: The utility must ensure safety up to this point. Beyond this point, the consumer is required to maintain their own installation according to the safety standards prescribed by the Central Electricity Authority (CEA).

The Regulation 6.5 pertains to the physical space required for installation of Distribution Transformer Centre required to maintain this equipment:


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- Licensee's Infrastructure: Because the utility owns the equipment up to the Point of Supply (which often includes transformers or high-voltage switchgear), they need physical space within the consumer's property to house this equipment.
- The Lease Requirement: Regulation 6.5 mandates that the Applicant (Consumer) must provide this space via a lease agreement at a nominal rent (₹1/annum).
- Legal "Expiry" Clause: The provisions regarding the "expiry" and "fresh agreement" are designed to standardize these land-use arrangements, ensuring that even if a utility was using space without a formal contract in the past, they must now move toward a regulated, formal lease structure.


Summary Table: Who is responsible?

Particulars	Up to Point of Supply	Beyond Point of Supply
Ownership	Distribution Licensee	Consumer
Maintenance	Distribution Licensee	Consumer
Liability for Faults	Distribution Licensee	Consumer
Equipment	Service lines, Cut-outs, Meter	Wiring, Switches, Appliances

7. A consumer group residing in a chawl, or in joint / connected premises, is contractually and statutorily obligated to provide space for the installation of meter boxes and associated switchgear. Consequently, the current representation lacks merit. The 'Point of Supply' for new connections is a matter to be determined mutually between the Appellants and the Respondent-Licensee at the time of installation. The parties are advised to settle the issue amicably.

Forum's order interpretation:

8. An issue arising for determination is whether the Forum was justified in rejecting the grievance on the ground of limitation under Regulation 7.8 of the Regulations, 2020 and whether any further adjudication survives in the matter. The record shows that the meter cabin in question was installed prior to 2005 and was serving multiple consumers. The Appellant purchased the premises much later under a Sale Agreement dated 17.08.2024. The Appellant's


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grievance before the Forum was filed on 09.02.2026 seeking production of consent/permission for installation of the meter cabin and removal of the Respondent's infrastructure from his premises. The Appellant contends that the grievance concerns the continuing occupation of his premises and therefore constitutes a continuing cause of action. The Respondent, on the other hand, submits that the challenge is directed against an installation of meter cabin existing for more than two decades and is therefore barred by limitation.

9. From the material on record, it is evident that the meter cabin had existed at the site for several years prior to the Appellant's purchase of the premises. The Appellant was aware of the existence of the meter cabin and associated electrical infrastructure at the time of purchase. We hold that, in the circumstances of the case, the cause of action was not ongoing, hence is subject to limitation.

10. The Forum has relied upon Regulation 7.8 of the MERC (CGRF & EO) Regulations, 2020 which provides that a grievance shall not be admitted unless filed within two years from the date on which the cause of action has arisen especially to individual consumers who are aggrieved with any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance, which has been undertaken to be performed by a Distribution Licensee in pursuance of a licence, contract, agreement or under the Electricity Supply Code. The installation of the meter cabin was a one-time event for installation of all meters in that vicinity and that the grievance challenging such installation does not come under this mechanism.

11. Subsequent developments have considerable bearing on the present matter. The record shows that, pursuant to the orders passed by the CGRF in Grievance Nos. CGRF12017/2025-26 and CGRF12018/2025-26, the original meter cabin no longer exists at the earlier location. The Respondent has shifted the meter cabin to a new location identified by the consumers/Appellant and found technically suitable. The Appellant contends that his consent for the new location was only temporary and under duress. Nevertheless, he would still need to find a suitable location for the meter box in agreement with the other consumers.


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12. In these circumstances, the relief sought before the Forum regarding the earlier meter cabin has substantially worked itself out. The dispute relating to the original location of the meter cabin has ceased to survive for effective adjudication. **Any grievance relating to the present location of the newly installed meter cabin or any fresh cause of action arising therefrom would have to be pursued independently in accordance with law.**

13. The Representation is, therefore, dismissed. Further, considering that the Appellant has pursued a meritless proceeding, resulting in unnecessary expenditure of time and resources of this Quasi-Judicial Authority, a cost of Rs. 4,000/- is imposed upon the Appellant. The amount of cost shall be deposited in this office within a period of 30 days from the date of this Order.

14. The representation is accordingly disposed of.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


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Secretary
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