

BEFORE THE ELECTRICITY OMBUDSMAN
(For the State of Goa and Union Territories)
Under Section 42 (6) of the Electricity Act, 2003
3rd Floor, Plot No. 55-56, Udyog Vihar - Phase IV, Sector 18
Gurugram (Haryana) 122015,
, Email ID: ombudsman.jercuts@gov.in
Phone No.:0124-4684708

Appeal No-234 of 2024

**Date of Video Conferencing: 24.01.2025 and
13.02.2025**

Date of Order: 14.02.2025

In the matter of

Adv. Tarzan D'Costa, S/o Paul D' Costa,
R/o Flat No.303, Gaspar Apartments,
Opp. Peoples High School,
Rua-de-Ourem, Fontainhas, Panaji,
Goa 403001.

.... Appellant

Versus

1. The Chief Electrical Engineer, Electricity
Department, Government of Goa,
Vidyut Bhavan, Panaji - Goa.
 2. The Executive Engineer, Electricity
Department, Div1, Panaji - Goa.
 3. The Assistant Engineer, Electricity
Department, Div - 1, S/D-II, Panaji - Goa.
- Respondent**

Parties present:

Appellant(s)

Adv. Tarzan D'Costa, S/o Paul D' Costa.

Respondent(s)

1. Mr. Paresh Jayant Sawaikar,
Executive Engineer, Electricity Department,
Div1, Panaji - Goa.
2. Mr. Sydney D'Costa,
Assistant Engineer, Electricity Department,
Div - 1, S/D-II, Panaji - Goa.
3. Mr Agnelo Rodrigues,
Assistant Engineer,
Sub-Div-II (MRT), Corlim.
4. Mr Dharav Singh,
M/s HPL (OEM of Meter Manufacturer).



ORDER

This representation was filed on 18th December, 2024 by Adv Tarzan D'Costa R/o Flat No.303, Gaspar Apartments, Opp. Peoples High School, Rua-de-Ourem, Fontainhas, Panaji, Goa 403001 under Section 42(6) of the Electricity Act 2003 read with Regulations 35 & 36 of Joint Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations 2024 against the order dated 18.11.2024 in case No. 45/2024/202 passed by the Ld. Consumer Grievance Redressal Forum (CGRF), Goa.

Following a thorough examination of the documents supporting the representation, the Ombudsman issued an admission notice on 18th December, 2024. The Ombudsman directed the respondents to file the reply to the appeal filed by the appellant vide this office letter dated 18.12.2024.

The Respondent Executive Engineer, E D Goa submitted his comment on 16.01.2025 and E hearing notice was issued on 10.01.2025 for hearing through video conferencing was fixed for 17th January, 2025. As No one appeared for hearing on the scheduled date of 17th January, 2025 the case is rescheduled for 24.01.2025.

(A) Submissions by the Appellant

The Appellant is a consumer of electricity connection No 60000260541 supplied by the Electricity Department, Goa to the residential flat at Flat No.303, Gaspar Apartments, Opp. Peoples High School, Rua-de-Ourem, Fontainhas, Mala Panaji, Goa – 403001.

On 28/04/2021, the Electricity Department installed a new electricity meter No. H-009865 vide CA No 60000260541 on the common board located on the ground floor of the building. Regular electricity bills were issued to the Appellant by the Electricity Department, Goa until 23/11/2023, and the Appellant promptly paid all bills issued during this period.

After 23/11/2023, no electricity bills were issued to the Appellant. The Appellant raised the issue vide letter dated 24/01/2024 (Exhibit A). In response, the Respondent vide letter dated 25/01/2024 alleged that the meter



was inaccessible for readings, even though it was housed in a box with a glass window, which had facilitated readings since its installation.

The Appellant informed the Respondent Electricity Department that the meter has been installed by the Electricity Department and the same is being read regularly for the last so many months. The Appellant proactively removed the padlock on the meter box, ensuring the meter's accessibility, and requested the Respondent Electricity to seal the box on a mutually convenient date. The Respondent Electricity Department vide their letter dated 06/02/2024 intimated that the meter bearing Sr No H-009865 will be sealed on 08/02/2024. However, due to a court engagement, the Appellant requested rescheduling of meter box sealing vide letter dated 08/02/2024, which was declined by the Respondent.

In the absence of the Appellant, the Respondent forcibly broke open the meter box and disconnected the meter without any prior notice, in violation of Section 56 of the Electricity Act, 2003. The disconnected meter (No. H-009865) was replaced with a new meter (No. SS21552742) on the evening of 08/02/2024.

The Respondent failed to issue bills for the new meter as per the billing cycle. The Appellant issued a reminder via letter dated 03/04/2024 requesting timely issuance of bills. Despite this, the first bill for the new meter was issued only on 31/05/2024, five months after the installation.

The Respondent, via letter dated 09/02/2024 (Exhibit B), claimed that the disconnected meter showed "inconsistent readings" and sent it for testing. The Appellant, through letter dated 15/02/2024, contested this claim, emphasizing that all prior bills (from installation till 23/11/2023) reflected consistent and progressive readings.

Upon obtaining certified copies of bills via letter dated 16/03/2024 the Appellant identified deliberate manipulations, including marking the connection status as "DISCONNECTED" in historical bills, to justify the Respondent's arbitrary actions.



Despite the Appellant's objections in letters dated 15/02/2024 and 03/04/2024, the Respondent proceeded to test the meter without informing the Appellant of the results, violating Regulation 6.39 of the Electricity Supply Code, 2018.

The Respondent subsequently claimed that the meter was malfunctioning, based solely on a single inconsistent reading dated 01/12/2023. However, no conclusive evidence was provided to substantiate this claim.

The Respondent unilaterally revised bills for 445 days (from 19/11/2022 to 07/02/2024) and demanded an additional ₹49,190 through a letter dated 15/06/2024. The revision is baseless for the following reasons:

All prior bills during the alleged period of malfunction were issued based on actual meter readings and were paid in full.

There is no provision under the Electricity Act, 2003, or the JERC Electricity Supply Code, 2018, for revising already-issued correct bills.

Regulation 7.12 allows billing for a maximum period of three months in the case of a defective meter, which the Respondent failed to follow.

The Appellant opted for OTSS-2022 and cleared dues under protest on 17/02/2023. The Appellant disputed the Respondent's calculation of Delayed Payment Charges (DPC) via letters dated 06/08/2024 and 24/09/2024.

As per Appellants submission the Respondent incorrectly waived ₹20,045 as DPC instead of the actual amount of ₹30,803, resulting in a short refund of ₹10,758.56. Despite repeated follow-ups, the Respondent dismissed the claim without proper explanation.

The Respondent's actions are in violation of The Electricity Act, 2003 (Section 56 and non-compliance with statutory provisions on billing, JERC Electricity Supply Code, 2018 (Regulations 6.18, 6.39, 7.12, etc.) and The Electricity (Rights of Consumers) Rules, 2020 (mandatory issuance of bills as per billing cycle).

The unilateral disconnection of the meter, manipulation of certified bills, and illegal revision of bills constitute harassment and abuse of authority.

Relief Sought:

Declare the revision of bills from 19/11/2022 to 07/02/2024 as illegal.

Direct the Respondent to refund the excess amount of ₹10,758.56 deducted under OTSS-2022.

Award compensation for the mental agony and harassment caused to the Appellant.

Ensure compliance with statutory provisions to prevent recurrence of such irregularities.

(B) Submissions by the Respondent:

Upon receipt of notice, the licensee Department, through the Respondent, filed its reply and contested the complaint in its entirety. It is submitted that the grievances raised by the complainant are baseless and motivated by an intent to evade legitimate dues. The respondents further submit that several issues raised by the complainant have already been adjudicated upon in prior petitions before this Forum and the Hon'ble Ombudsman. Consequently, the complaint is barred by the doctrine of *res judicata*.

The respondents submit that the complainant voluntarily availed the One-Time Settlement Scheme (OTSS) of 2022, was fully aware of its terms and conditions, including the waiver of Deferred Payment Charges (DPC) as calculated by the system. The respondents categorically deny the complainant's claim of incorrect waiver amounts. It is emphasized that the waiver calculations were system-generated and devoid of any manual interference. The petitioner's protest and subsequent allegations regarding the waiver amounts are baseless, fabricated, and intended to avoid payment of outstanding dues.

The respondents refute the complainant's allegations regarding the replacement of the energy meter without following due procedure. It is submitted that the meter was replaced due to suspected malfunction and inconsistent readings, which were duly communicated to the complainant through written notices and telephonic communications. The complainant,



however, obstructed the replacement process by padlocking the meter box, in clear violation of the provisions of the JERC Electricity Supply Code 2018. The respondents contend that the complainant's obstructive actions delayed the issuance of energy bills and necessitated temporary disconnection following repeated instances of non-compliance.

The respondents categorically deny the allegations of improper testing of the removed meter. It is submitted that multiple notices were issued to the complainant, requesting their presence during the testing of the meter. However, the complainant failed to appear at the stipulated time, necessitating the testing to be conducted in absentia. The test results conclusively revealed that the meter was faulty and recorded reversed readings. Based on these findings, the Department revised the bills for the disputed period using actual consumption data derived from the newly installed meter.

The respondents submit that the complainant's conduct throughout the proceedings has been obstructive and malafide, aimed at delaying necessary procedures and causing unwarranted revenue losses to the Department. The complainant has misrepresented facts, concealed vital information, and acted with an intent to evade payment of legitimate dues. The respondents respectfully submit that the complaint is devoid of merit and deserves to be dismissed with costs.

In view of the foregoing submissions, the respondents respectfully pray that this Hon'ble Forum may be pleased to:

Dismiss the complaint in its entirety.

(C) Deliberation during e-hearing on 24.01.2025 & 13.02.2025 :-

On 16.01.2024 no one on behalf of Appellant and Respondent attended the hearing. However, both the parties were present on 24.01.2024.

The Appellant reiterated his complaint stating that the disconnection and replacement of the meter was done arbitrarily and without proper notice, contrary to the provisions of the Electricity Act, 2003 and the JERC Electricity Supply Code, 2018. The Respondent's

failure to issue timely and correct bills for the new meter and the arbitrary revision of bills from 19/11/2022 to 07/02/2024 appears to be in violation of established statutory provisions.

The Respondent's failure to inform the Appellant of the results of the meter testing and to comply with Regulation 6.39 of the Electricity Supply Code raises concerns of procedural non-compliance.

The Respondent Electricity Department submitted that the meter was replaced as a routine exercise to replace the electromechanical meter with electronic meter and thereafter the meter was replaced again on 8.02.2024 when the supply was restored. The Respondent also submitted that the Appellant was duly informed prior to the replacement of meter but the Appellant was not cooperating with the department for sealing of the meter and testing of meters.

Furthermore, Mr. Agnelo Rodrigues, Assistant Engineer (MRT), also attended the hearing along with Respondent's. Mr. Agnelo Rodrigues, Assistant Engineer (MRT) stated that he had tested the meter in the laboratory on 11.03.2024 and extracted the meter data. However, he was unable to satisfactorily explain the reversal of the meter readings to the Ombudsman. Similarly, Assistant Engineer Mr. Sydney D'Costa could not provide a valid justification for the 445-day period that the Electricity Department considered as the defective period for assessment.

As a result, the Respondents have been directed to consult the Original Equipment Manufacturer (OEM) of the meter, M/s HPL, and ensure that their Engineer is present at the next hearing, scheduled for 13.02.2025.

The Appellant expressed concern that the Respondents might resort to disconnection and therefore, requested directions to Respondents' for maintaining the status quo. In response, an Interim Order was issued on 27.01.2025 to address this apprehension.

Hearing on 13.08.2025: Mr Dharav Singh joined the hearing as a representative of OEM meter manufacturer M/s HPL.

Mr. Dharav Singh reported that he had reviewed the extracted data from Meter No. H009865 and concluded that the meter was reversed. However, he was unable to provide a clear explanation regarding the basis or circumstances that led to this conclusion. Furthermore, Mr. Singh could not clarify how the meter, if reversed between 01.12.2021 and 01.01.2022, continued to operate normally until it was replaced on 08.02.2024. He also failed to explain the discrepancy where the extracted data for Meter No. H009865

indicated a reading of 12,005 on 01.03.2024, even though the meter was removed after its replacement on 08.02.2024, with a final reading of 12,005.48.

Additionally, Mr. Singh noted that there is no definitive evidence in the extracted data to suggest that the Appellant is responsible for the sudden drop in reading between 01.12.2021 and 01.01.2022. He agreed that there was no erratic behavior of the meter after 01.01.2022 until its replacement on 08.02.2024. Mr. Dharav Singh further stated that he requires the meter and the extracted data to send to M/s HPL Lab for a detailed analysis of the case.

(D) Findings & Analysis: -

1. I perused the records and considered the submissions advanced by both the parties.
2. The Appellant is an advocate by profession and he is a consumer of electricity connection No 60000260541 supplied by the Electricity Department, Goa to his residential flat at Flat No.303, Gaspar Apartments, Opp. Peoples High School, Rua-de-Ourem, Fontainhas, Mala Panaji, Goa – 403001.
3. The connection bearing No. 60000260541 was initially released on 11.02.1992 with meter No. 10234510 in the name of Mr. Jayant Narvekar. In 1993, the consumer's name was updated to Dr. Lucio Fernandes, and subsequently, in 2007, the connection was transferred to the complainant and his wife, Mrs. Louella P. D'Costa. The meter no: 1023451 was replaced with electronic meter no. A-1004402 as per routine procedure on 24.06.2019 as the meter was stopped between 5/5/2019 and 23/06/2029.
4. On 28/04/2021, the Electricity Department installed a new electricity meter No. H-009865 vide CA No 60000260541 as a routine exercise to replace electromechanical meters with New Electronic meter. Thereafter regular electricity bills were issued to the Appellant by the Electricity Department, Goa until 23/11/2023, and the Appellant promptly paid all bills issued during this period. There was no issue prior to 23/11/2023. After 23/11/2023 the electricity bills were not issued to the Appellant and Appellant brought this issue into the notice of the Electricity department vide his letter dated 24/01/2024.



5. The electronic meter H009865 was further replaced with Meter No SS21552742 on 8/02/2024 when the reconnection of Power supply was done with the intervention of Chief Engineer Goa.

6. The Appellants alleged allegation that he has not been informed before replacement of meter, the Respondents have complied to Regulation 6.13 which states that

“6.13 Initial installation or replacement of the meter shall be done by the Licensee’s representative in the presence of the consumer or his authorized representative, after giving a notice of 3 days.”

The meter replacement particulars bear the signatures of the Appellant, Junior Engineer of Electricity Department and concerned Lineman which clearly shows that the Appellant was very well aware of the action regarding meter replacement being taken by the Respondent.

7. The claim regarding the inaccessibility of the meter is not substantiated, as the meter reading chart on record from 28.08.2020 clearly indicates that the meter was consistently read by the meter reader on a month-to-month basis. At no point was any notice issued to the consumer under Regulation 6.26 of the JERC Electricity Supply Code 2018 or Section 163 of the IE Act 2003.

8. The disconnection of supply without prior notice constitutes a direct violation of Regulation 6.27 of the JERC Electricity Supply Code 2018 and Section 163 of the IE Act 2003.

9. Furthermore, no bills were issued to the Appellant during the period from 23.10.2023 to 31.05.2024, and the Respondents have failed to provide any explanation for the stoppage of billing during this time.

10. The meter downloaded data for the meter No H009865 as extracted by the MRT Division of the Respondent Electricity Department also shows inconsistency. The Data Table for KWh reading is reproduced hereunder for reference:

Date	01.11.2021	01.12.2021	01.01.2022	01.02.2022	01.03.2022	01.04.2022	01.05.2022	01.06.2022	01.12.2023	01.01.2024	01.02.2024	01.03.2024
Reading	12658	13155.59	5542.36	6058.95	6526.73	7268.24	7941.05	8605.22	10315.44	11183.55	11839.11	12005.43

The problem started in between 01.12.2021 and 01.01.2022 when the reading changed from 13155.59 as on 01.12.2021 to 5542 as on 01.01.2022. The recorded reading is in reverse direction. The Respondents failed to analyze the cause of this event. Thereafter the meter reading is consistently showing progressive trend. Surprisingly, the extracted data shows a reading of 12005 as on 01.03.2024 whereas the meter No H009865 has been changed by the department on 8.02.2024 at the time of Power Restoration.

Mr. Dharav Singh, representing M/s HPL (HPL Electric & Power Limited, OEM for Meter), submitted that he had reviewed the extracted data of meter No. H009865 and concluded that the meter was reversed. However, he could not provide a clear explanation of the basis or circumstances under which he arrived at this conclusion. Furthermore, he was unable to clarify how the meter, if at all reversed between 01.12.2021 and 01.01.2022, continued to function properly thereafter until it was replaced on 08.02.2024.

Additionally, Mr. Dharav Singh could not account for why the extracted data for meter No. H009865 showed a reading of 12005 on 01.03.2024, despite the meter being removed from the site after its replacement on 08.02.2024 with a final reading of 12005.48.

The Respondents correctly send the meter No H009865 to MRT Lab for testing in accordance with the Regulation 6.34 of JERC Electricity Supply Code 2018 which states that

6.34 The Licensee shall have the right to test any meter and related apparatus if there is a reasonable doubt about accuracy of the meter. The consumer shall provide the Licensee necessary assistance in conduct of the test."

The Respondents has also complied the Regulation 6.37 of JERC Electricity Supply Code 2018 which states as under:

6.37 Before testing a consumer's meter, the Licensee shall give 7 days' advance notice in urban areas and 10 days' advance notice in rural areas intimating the date, time and place of testing so that the consumer or his authorized representative may be present at the time of testing. The Licensee shall inspect and check the accuracy of the meter within 30 days of receiving the complaint both in urban and rural areas. The Licensee, after testing, if needed, shall replace the meter within 15 days thereafter.

Accordingly, the Respondent intimated the Appellant vide letter dated 26.02.2024 requesting therein to be present and witness the meter testing on any given date 06.03.2024 or 13.03.2024 followed by a reminder dated 15.03.2024 to attend the meter testing on 22/03.2024 but the Appellant did not attend the meter testing. The Appellant vide letter dated 21.03.2024 intimated the Respondent that he will not attend the meter testing until the department explains him regarding status of meter as "Disconnected" in the copy of the certified bills provided by the Respondents to the Appellant.

The Respondents have raised an objection that the issues raised in the complaint have attained res judicata. Therefore, the question arises is whether the grievances raised by the complainant in the present complaint pertain to matters that have already been adjudicated upon and resolved in previous proceedings, thereby attracting the principle of res judicata?

In the first complaint (Complaint/Representation No. 10/2022) filed by the present Appellant, the grievances primarily pertained to the issuance of two contradictory bills dated 06.05.2020 and 10.06.2020. These bills were issued following the unilateral replacement of the complainant's original meter (No. 10234510) with a new meter (No. A1004402). The Appellant disputed the legitimacy of the meter replacement and challenged the inflated bill for 7,860 units generated for the new meter. Additionally, the Appellant sought cancellation of arrears accrued prior to 10.06.2020 and requested a refund of ₹44,938/- paid under protest.

In contrast, the second complaint raised separate issues stemming from subsequent actions, including allegations of faulty billing based on another replaced meter (No. H-009865), discrepancies in Deferred Payment Charge (DPC) waiver calculations under the OTSS-2022 scheme, retrospective revision of previously settled bills, procedural violations in meter testing, and threats of disconnection.

While there is some overlap in the factual background—such as the replacement of meters and billing discrepancies—the issues raised in the two



complaints are distinct. The second complaint addresses grievances that arose from independent actions taken by the respondents after the disposal of the first complaint. As such, the principle of res judicata does not apply, given that the subject matter and issues in the two complaints are significantly different. The petitioner's new grievances merit an independent adjudication by this Forum. Therefore, this issue is decided in the negative.

The next issue to decide is whether the Deferred Payment Charges (DPC) considered by the department is correct or not.

The Appellants submission that the amount of DPC considered for waiver under OTSS scheme should have been 30803.56 and not Rs 20045/- which has been allowed by the system.

The One Time Settlement Scheme 2022 (OTSS-22) was notified by the Government of Goa on 28.12.2022 vide notification No CEE/TECH/PLG/OTSS/2022-23/1139.

The Appellant opted for OTSS-22 on dated 17.02.2023. Prior to 17.02.2023. The Appellant has paid Rs. 27,976/- on 12/01/2023 against the total bill amount of Rs. 86,543/-. On this given date the Appellant had not registered himself for OTSS pertaining to C.A No. 60000260541. The amount paid by the Appellant has been adjusted against the total outstanding amount of Rs 86543 out of which Rs. 22,238.23/- has been adjusted as principal amount of and Rs. 5737.77/- as the D.P.C amount. The total outstanding remained as Rs 58,857/- which includes Rs 38,812 as Principal amount and Rs 20,045/- as DPC. All these calculations were system generated and no manual interventions has been made.

As the Appellant opted for OTSS-22 on 17.02.2023 the outstanding DPC due was Rs 20,045/- accordingly a D.P.C waiver of Rs. 20,045/- was given against OTSS 2022.

In view of the foregoing, it is amply clear that although the bill statement indicates an amount of Rs. 30,803.56 as D.P.C. and any amount paid prior to 17/02/2023 cannot be considered for OTSS waiver.



The Respondent, vide letter No AE/Com/SD-II(U)/PNJ/24-25/B-64/460 dated May 30, 2024, indicated that the Appellant's bill is being revised for the period from November 19, 2022, to February 7, 2024, a total of 445 days. However, this revision lacks clarity, as the readings during this period are fairly consistent. The reading chart from the records is as follows:

Meter No	Date	Reading
SS21552742	08.02.2024	1
H009865	23.10.2023	12470
H009865	25.09.2023	12470
H009865	1.9.2023	12013
H009865	24.04.2023	11641
H009865	23.03.2023	11505
H009865	19.11.2022	11242

- Extracted reading as of December 1, 2021: 13155.59
- Extracted reading as of January 1, 2022: 5542

Subsequent readings are progressively incremental, providing no reason to doubt their accuracy despite being lower than the reading on December 1, 2021, and indicating a downward trend.

The Respondents admission that they stopped issuing bills for the period 23.10.2023 to 07.02.2024 is not appreciable because there is no effort made by the Assistant Engineer to get the site verified and analyze the cause of change in reading in negative trend between the period 01.12.2021 and 01.01.2022

(E) DECISION

After careful consideration of the evidence and arguments presented, it has been determined that the appeal filed by the Appellant lacks merits to an extent. Consequently, the appeal is hereby partly allowed due to its lack of substantiated evidence and valid grounds.

The Order in Complaint No- Goa/C.G. No. 45/2024/202 dated 18.11.2024, passed by Learned CGRF-Goa is upheld to an extent.

The Respondents are hereby directed to revise the electricity bill, taking into account the defective period from 01.12.2021 to 01.01.2022. This revision should address the discrepancy where the meter reading abruptly changed

from 13155.59 on 01.12.2021 to 5542.36 on 01.01.2022. The revision of bill should be as per the provisions of Section 7.12 of the JERC Electricity Supply Code, 2018.

Since the meter No H009865 has already been changed with meter No SS21552742 on 08.02.2024 at the time of Reconnection no objections have been raised by any of the stakeholders no action is required to be taken by the department. However, a close monitoring is required to be kept of the meter reading of this connection.

The Electricity Department/Licensee is also required to consolidate a list of all such meters where similar event has taken place and submit it for the perusal of Chief Engineer Electricity Department Goa so that a comprehensive action can be planned by them for the overall benefit of the consumers in Goa.

The meter No H009865 which is supplied by M/s HPL be sent to the manufacturer lab for a detailed study to find out the reason why the reading was abruptly changed from 13155.59 on 01.12.2021 to 5542.36 on 01.01.2022 and also take due precautions that such events do not occur in future. The details of the data extracted by the MRT Division be also shared with M/s HPL for reference and the outcome of the analysis report shall be shared with this office within two months from the date of issue of this order.

The Electricity Department/Licensee should submit a compliance report to the office of Electricity Ombudsman on the action taken in this regard within 30 days from the issuance of this Order by email.

The appeal is disposed of accordingly.


(C M SHARMA) 14/2/25

Electricity Ombudsman
For Goa & UTs (except Delhi)

Dated: 14.02.2025