



Maria S.

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 64 OF 2025

Chandrakant Lalaji Malgaonkar
Age 77 years, Retired, Indian
National, R/o H.No.6/125/1,
Gaunsawado, Mapusa, Bardez,
Goa.

... Petitioner.

Versus

1. State of Goa, Through its Chief
Secretary, Secretariat, Porvorim,
Goa.
2. Chief Electricity Engineer,
Electricity Department, Vidyut
Bhavan, Panaji, Goa.
3. The Executive Engineer,
Electricity Department,
Division VI, Mapusa A,
Bardez, Goa.
4. The Assistant Engineer,
Electricity Department,
Division VI Sub-Division,
Mapusa (U), Bardez, Goa

... Respondents.

**Mr. Shivraj Gaonkar, Advocate *with* Mr Shithil Prabhu Dessai *and*
Mr Prabhav P. Sirvoicar, Advocates for the Petitioner.**

**Mr. Neehal S. Vernekar, Additional Government Advocate for
Respondents.**

CORAM : VALMIKI MENEZES, J.
DATED : 5th MARCH, 2025

JUDGMENT:

1. Heard learned Counsel for the parties.
2. Rule. The Rule is made returnable forthwith at the request of and with the consent of learned counsel for the parties.
3. By this Petition, the Petitioner impugns the order dated 28.10.2024 passed by the Electricity Ombudsman for the State of Goa which confirms the order of the Consumer Grievance Redressal Forum under Section 42 of the Electricity Act, 2003. The limited challenge to the order is to the finding given by the Ombudsman that there was a permanent disconnection to the electricity supply of the Petitioner in terms of Regulation 9.8 and 9.9 of the JERC Electricity Supply Code, 2018.
4. The learned Advocate for the Petitioner due to the fact that a part of the house structure of the Petitioner had collapsed, and the electricity connection was unsafe, he had made a request to the Respondent Electricity Department to temporarily disconnect his domestic electricity connection until the repair/reconstruction work is complete. The reconstruction was in fact completed in June 2024

after which the Petitioner sought reconnection of the electricity supply to his house. Further, at this point, he sought enhancement of the electricity load and a three phase connections instead of the earlier single phase connection.

5. Whilst reconnecting the electrical supply, the Department has allotted a fresh Contract Account Number 600009120043 instead of the one earlier used by him. i.e. Contract Account Number 60003471467. The Petition is limited to this grievance, i.e. allotment of a new Contract Account Number since the Petitioner is involved in some dispute in relation to the house/property around him which has reference to the earlier Contract Account Number allotted to the electricity connection of that house.

6. From a plain reading of Regulation 9.8 and 9.9. it is clear that those Regulations apply to a case of permanent disconnection of a electricity meter and not to a case of temporary disconnection. It is obvious, that in the present case there is an error committed by the Department, based upon the software used by them (SAP billing) or otherwise, and there was no question of the Department allotting a fresh Consumer Number when there was no permanent disconnection requested by the Petitioner consumer.

7. The provisions of Regulations 9.8 and 9.9 not being

applicable to the case at hand, there is an obvious error in the findings arrived at by the Ombudsman in the impugned order at internal page No.27 and 28 thereof. The only finding that could have been arrived at in the facts of the present case is that the Petitioner was entitled to a reconnection of his electricity supply on his original Contract Account Number 60003471467 and a fresh Contract Account Number 60009120043 ought not to have been allotted, merely because he applied for enhanced load or three phase connection after six months had passed.

8. To that extent, interference is called for in supervisory jurisdiction of this Court and the error committed by the Ombudsman in its finding at page 27 and 28 of the impugned order requires correction.

9. Accordingly, the finding rendered by the Ombudsman that the Petitioner has been correctly given a fresh Contract Account Number 60009120043 is quashed and set aside. Further, in the circumstances that the SAP Billing System does not allow for restoration of the initial Contract Account Number 60003471467 to the consumer, the Petitioner in this case, it is clarified that the Contract Account Number 60009120043 now allotted to the meter of the Petitioner correspond to and is the same as Contract Account Number 60003471467 of his old connection.

10. Rule is made absolute in the above terms.

VALMIKI MENEZES, J.