

Ajay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3906 OF 2024

Satyanarayan T. Sharma

.. Petitioner

Versus

State of Maharashtra,

Through the Principle Secretary, Department of

Energy, Government of Maharashtra and Ors.

.. Respondents

.....

- Mr. Mahendra Shingade, Advocate for Petitioner.
- Ms. Snehal Jadhav, AGP for Respondent No.1 – State.
- Ms. Meet Sawant, Advocate i/by K.P. Law Associates LLP for Respondent Nos.2 to 4.

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CORAM : MILIND N. JADHAV, J.

DATE : JUNE 23, 2025.

P.C.:

1. Heard Mr. Shingade, learned Advocate for Petitioner; Ms. Jadhav, learned AGP for Respondent No.1 – State and Ms. Sawant, learned Advocate for Respondent Nos.2 to 4.

2. Present Writ Petition impugns the order dated 26.09.2023 passed by the Electricity Ombudsman, Mumbai in Representation No.63 of 2023 filed by Petitioner.

3. Mr. Shingade, learned Advocate for Petitioner would draw my attention to the impugned order dated 26.09.2023 appended at Exhibit “Q” – page No.88 of the Petition to contend that in the facts and circumstances of the present case Petitioner is entitled to damages

and compensation in respect of loss caused to the Petitioner being a consumer of the Respondent – Maharashtra State Electricity Distribution Co. Ltd. (for short “**MSEDCL**”) for not providing electricity connection in the meter installed in the premises of the Petitioner after the old meter was burnt down and a new meter was installed.

4. By virtue of the impugned order, judgment and order dated 26.05.2023 passed by Respondent No.3 in Case No.189 filed by Petitioner was upheld on the ground of limitation.

5. Briefly stated, facts are that Petitioner is a consumer of electricity supplied by Respondent – MSEDCL. On 10.06.2010, electricity connection to the Petitioner’s godown / factory premises was disconnected due to the electric meter having caught fire and burnt due to excess overload. On 30.06.2010, Petitioner deposited amount of Rs.3,150/- for replacement of the old burnt meter with a new meter. However, due to shortage of meters Respondent No.4 installed a new meter only on 25.01.2011. It is the case of Petitioner that despite Petitioner having deposited the amount of Rs.3,150/- for installation of new meter on 30.06.2010, it was installed only on 25.01.2011 after a period of 6 months during which Petitioner suffered a substantial loss in his business income due to there being no electricity connection in his premises. Electricity connection to Petitioner’s meter was restored only in 2023 and hence Petitioner claims compensation for loss of

business during the interregnum.

6. It is Petitioner's case that on 15.01.2011 Petitioner received a consolidated bill of Rs.21,780/- for the period when there was no electricity connection provided to his premises and he challenged the same thereafter. By letter dated 05.03.2011, Petitioner requested Respondent No.3 to revise the bill in view of the aforesaid fact. Petitioner did not pay the bill and he received a further bill of Rs.69,620/- from Respondent – MSEDCL which was challenged by him. Petitioner received recovery notice dated 27.03.2016 from the Sub Legal Officer of MSEDCL demanding amount of Rs.64,750.18 towards amount of the outstanding bill. However Petitioner once again represented on 03.12.2020 to the Chief Commercial Officer of Respondent – MSEDCL by raising a grievance.

7. Respondent No.4 issued a fresh notice dated 15.12.2020 followed by notice dated 18.12.2020 demanding payment of outstanding bill amount. Petitioner responded to the notice by filing reply dated 20.01.2021 and requested Respondent to resolve the long pending issue. Petitioner thereafter through his Advocate sent legal notice dated 03.11.2022 to Respondent No.2 and sought restoration of electricity connection and damages and compensation to the tune of Rs.50,40,000/- for loss caused for 144 months calculated @ Rs.35,000/- per month alongwith interest @ 18% per annum.

8. Being aggrieved, Petitioner filed Application nomenclatured as Case No.189 before the Consumer Grievance Redressal Forum (for short “**CGRF**”) of Respondent – MSEDCL. Notice was issued in the Application and though Petitioner was heard on 18.04.2023 it is his case that on 26.05.2023 CGRF passed judgment and order without hearing him any further.

9. Being aggrieved, Petitioner filed Representation No.63 of 2023 against the order dated 26.05.2023 passed by the CGRF before the Electricity Ombudsman, Mumbai. Petitioner was heard. Equally Respondent – MSEDCL was heard. Pleadings were filed by both the parties. Learned Ombudsman passed the impugned judgment and order dated 26.09.2023 holding that Respondent No.4 had charged fictitious bill of Rs.51,739/- to Petitioner and directed Respondent No.4 to raise a revised bill. It was further directed that once the amount of revised bill was paid only then electricity connection be provided to Petitioner. After passing of the said order, Respondent – MSEDCL raised a revised bill of Rs.17,489/- which was paid by Petitioner in the year 2023 pursuant to which electricity connection was provided at his premises.

10. Mr. Shingade, learned Advocate for Petitioner would persuade the Court to consider the fact that Petitioner has been wronged and was not provided with electricity connection by

Respondent – MSEDCL for a substantially long period of time since 2010 onwards until 2023. He would in all fairness persuade the Court to consider the case of Petitioner only to the extent of providing compensation and damages to Petitioner @ Rs.35,000/- per month being the loss suffered by him every month due to non-restoration of electricity connection to his godown / factory premises by MSEDCL since 2011/2012 onwards.

11. He would submit that the impugned judgment and order of the Ombudsman, Mumbai does not consider this aspect of compensation prayed for by Petitioner and therefore it is inadequate and deserves to be quashed and set aside and the matter be remanded back to the Ombudsman, Mumbai for fresh re-consideration of the claim of Petitioner for grant of compensation and damages.

12. I have heard Mr. Shingade, learned Advocate for Petitioner; Ms. Jadhav, learned AGP for Respondent No.1 – State and Ms. Sawant, learned Advocate for Respondent Nos.2 to 4 and with their able assistance perused the record of the case. Submissions made by the Advocates have received due consideration of the Court.

13. From the record of the case, it is *prima facie* seen that Petitioner approached the CGRF much belatedly in the year 2023 when the statute clearly prescribes a limitation of 2 years for filing the complaint. That apart, it is seen that electricity meter of Petitioner

installed in the year 2007 was permanently disconnected in the year 2020 since the said meter was installed without electricity connection. It is seen that Grievance Application was filed with CGRF after more than 10 years from the date of the alleged cause of action which arose in the year 2011 as admitted by Petitioner himself. In that view of the matter, representation of the Petitioner before CGRF was in violation of Regulation 6.6 read with Regulation 7.8 of the applicable Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2006 / 2020 (for short “**CGRF & EO Regulations**”).

14. Record also shows that Petitioner was issued assessment bill of Rs.11,201/- towards tariff difference between industrial and commercial usage since even though Petitioner was an industrial consumer for a sanctioned load of 10 HP, his usage activity was found changed from industrial to commercial usage as he was running an office and godown both in the subject premises. It is seen that admittedly Petitioner did not pay the outstanding dues and arrears as per the assessment bill until 2023 after the impugned order was passed.

15. Petitioner approached the Respondent – MSEDCL with a complaint of high billing of Rs.69,691/- which was later reduced to Rs.17,952/- in the year 2023. Petitioner did not pay the outstanding

amount under protest but chose to file Grievance Application with CGRF for first time only on 10.03.2023. Filing of such a belated Grievance Application in the above facts and timeline beyond the period of 2 years from the date of cause of action without stating any sufficient cause is clearly impermissible as per Regulation 7.8, 7.9(c), (d) and (e) of the CGRF & EO Regulations. The time frame prescribed under the the CGRF & EO Regulations for raising grievance before the CGRF is within 2 years from the date of first cause of action as contained in Regulation 6.6 of the said Regulations. *Prima facie* therefore grievance of Petitioner even otherwise was clearly time barred and hit by gross delay and laches.

16. It is the Petitioner's own case that the new electricity meter was installed in his premises in January 2011, but it was his duty to ensure that arrears and dues raised towards outstanding bill should have been cleared by him for seeking restoration of electricity connection to the new meter. The timeline in the present case clearly shows that Petitioner chose to continue without electricity supply from 2011 to 2023 approached the CGRF only in the year 2023. Neither during the interregnum he cleared the outstanding arrears of dues. The Grievance Application of Petitioner dated 10.03.2023 was dismissed by CGRF by order dated 26.05.2023 on the ground of limitation as the claim was time barred. CGRF noted that since admittedly cause of action arose in 2011 /2012 and the period of 2

years of raising grievance before CGRF expired in the year 2014 as per Regulation 6.6 which was in force then, the grievance of the Petitioner was not maintainable. Neither did the Petitioner offer any reasons for the delay of more than 12 years. Hence I do not find anything incongruous or incorrect in application of the prevalent Regulation to the facts of the Petitioner's case.

17. It is seen that by virtue of the impugned order, Electricity Ombudsman upheld the CGRF order in principle and in my opinion the finding arrived at in the impugned order in this regard is well reasoned in accordance with law and does not call for any interference by this Court.

18. It is seen that by virtue of impugned order, the Electricity Ombudsman has given appropriate directions to Respondent – MSEDCL for revision of the pending electricity bill by withdrawing any fictitious billing therein and in that view of the matter for the period between 20.06.2010 and 25.01.2011 i.e. for a period of almost 6 months has accepted Respondent – MSEDCL's claim for levy of fixed charges only in the revised bill. The well reasoned exercise undertaken by the Electricity Ombudsman in paragraph Nos.9 and 10 of the impugned order cannot be faulted with in the facts of the present case.

19. The argument of the Advocate for Petitioner that because the Electricity Ombudsman directed waiver of fictitious billing, it would

entitle Petitioner to claim damages is in my opinion not maintainable. Claim for seeking damages and compensation has no relevance whatsoever with the issue decided by the Electricity Ombudsman. No benefit can be derived or can accrue to Petitioner because of the said finding arrived at in the impugned order.

20. Claim for damages and compensation was sought for by the Petitioner for the first time in the year 2023 in respect of a period dating back to 12 years prior in point of time and hence it is not maintainable on the ground of limitation and is a clearly time barred claim. All that the Petitioner had to do was in January 2011 pay the outstanding amount under protest, challenge the bill and get restoration of the electricity connection to the new electricity meter which was installed in his premises. Petitioner chose not to pay the said amount and carried out his work and business without electric connection to the meter for a period more than 12 years. Hence Petitioner cannot derive any mileage from his own in-action. Claim of Petitioner seeking compensation towards business loss for 144 months in such circumstances for non-restoration of electricity connection on his own wrongdoing is therefore not maintainable.

21. In that view of the matter, both the twin orders dated 26.05.2023 passed by CGRF, MSEDCL, Bhandup Urban Zone, Bhandup (Consumer Forum) and order dated 26.09.2023 passed by the

Electricity Ombudsman, Mumbai do not call for any interference and are confirmed. Resultantly Writ Petition fails.

22. In view of the above observations and findings, Writ Petition is dismissed.

[MILIND N. JADHAV, J.]

Ajay

HARSHADA
HANUMANT
SAWANT

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Date: 2025.06.23
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