

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 11341 OF 2024

WITH

INTERIM APPLICATION NO. 13851 OF 2024

IN

WRIT PETITION NO. 11341 OF 2024

Maharashtra State Electricity Distribution Co Ltd ...Petitioner

Versus

The Consumer Grievance Redressal Forum Kalyan ...Respondents
Zone And Anr

***Ms. Kinjal Khandelwar, i/b K.P. Law Associates LLP, for the
Petitioner.***

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : April 21, 2026

ORDER :

1. Rule. Rule is made returnable forthwith and by consent of the parties, the Writ Petition is taken up for final hearing and disposal.
2. Despite notice none appears for the Respondents – perhaps, considering the size of the amount involved. The Petition was taken up for final hearing in their absence.
3. This is a Petition filed by the Maharashtra State Electricity Distribution Co. Ltd. (“***MSEDCL***”) impugning an order dated October

11, 2023 (“*Impugned Order*”), which by a majority view, has upheld the complaint filed by Respondent No.2. The Impugned Order holds that a fault in the meter, which led to recovery of charges for electricity consumed, on an empirical basis, is inappropriate and that a fresh bill ought to be issued restricting the recovery to a period of three months only in terms of Regulation 16.4.1 of the MERC (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations 2021. The sole basis of the majority view is its interpretation of Regulation 16.4.1 which reads thus:-

"16.4.1 Subject to the provisions of Part XII and Part XIV of the Act, in case of a defective meter, the amount of the Consumer's bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the results of the test taken subject to furnishing the test report of the meter along with the assessed bill:

Provided that, in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per clause 16.4.1 above and, in case of tampering as per Section 126 or Section 135 of the Act, depending on the circumstances of each case:

Provided further that, in case the meter is stuck, burnt, lost or has stopped recording, the Consumer will be billed for the period for which the meter is stuck or has stopped recording or for the period for which meter was not available due to burning or loss of meter, up to a maximum period of Three (3) months, based on the

consumption during the corresponding period in the previous year when readings were taken or the average consumption of the previous Three (3) billing cycles for which the meter has been read by the Distribution Licensee, whichever is higher:

Provided further that if it is established in the licensee's enquiry that the loss of meter was due to act of the Consumer and/or with his connivance, the Consumer shall be billed as per Regulation 10.

[Emphasis Supplied]

4. Based on the aforesaid, taking note of the fact that low consumption was being reported right from 2019, and the fact that the Petitioner did nothing to rectify the position, the majority was convinced that the recovery of the amount for the electricity consumed ought to be restricted to the limited period of three months in reliance upon Regulation No. 16.4.1.

5. A dissenting member of the Consumer Grievance Redressal Forum (CGRF) has taken a contrary view essentially based on the very definition of the term "meter" contained in Regulation No. 2.2(ii) which reads thus:-

"Meter" means a set of integrating instruments used to measure and/or record and store the information regarding amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which includes whole current meter and metering equipment,

such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories including for communication and also includes pre-payment meters, Special Energy Meters, Net Meters, etc.:

Provided that in case of energy being correctly measured and /or recorded in Meter but communication accessories have failed, then such Meter shall not be treated as faulty for the purpose of billing under this Regulations;

[Emphasis Supplied]

6. In the facts of the present case, the reading of the electricity consumption has been depressed by one-third because one of the three phases was not communicating the extent of consumption of electricity. This led to a low voltage owing to a screw having been loose in one of the three phases that would lead to electricity consumption. Upon the screw being tightened, not only was the voltage rectified, but the valid consumption data is now being communicated by the meter.

7. Learned Advocate for the Petitioner submits that the communication alone having failed, the Petitioner was entitled to charge for the electricity consumed without limiting it to three months.

8. Having regard to the very definition of the term "meter" and in particular the proviso, which makes it clear that in cases where the energy is being correctly measured and recorded in the meter, if it is the communication accessories that have failed, such a meter shall not be treated as faulty for purpose of billing under this regulation, the majority view has missed the import of the position in law. Under the proviso to the definition of the term "meter" the meter would not be regarded as faulty in the first place, to attract the three-month limitation invoked under Regulation 16.4.1.

9. Needless to say, neither the consumer nor the distributor is found to be responsible, and those circumstances, the fact that electricity had been consumed, is unmistakable. Therefore, the bill has been raised. The consumer too has paid the bill amount although under protest. In view of the explicit provisions of law indicating as to when the meter will not be regarded as faulty having been missed by the majority of the Learned Frum, the Impugned Order deserves to be interfered with.

10. The Petition is therefore ***allowed***. The Impugned Order is quashed and set aside. Rule is made absolute in the aforesaid terms.

11. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]