



## BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA

Bays No. 33-36, Ground Floor, Sector-4, Panchkula-134109

Telephone No. 0172-2572299

Website: <https://herc.gov.in/Ombudsman/Ombudsman.aspx#>

E-mail: [eo.herc@nic.in](mailto:eo.herc@nic.in)

(Regd. Post)

**Appeal No** : 41/2024  
**Registered on** : 16.12.2024  
**Date of Order** : 07.03.2025

**In the matter of:**

**Appeal against the order dated 29.11.2024 passed by CGRF UHBVN Panchkula in complaint no. UH CGRF 242 of 2024.**

Shri Sanjeev Goel, House No 86, 1<sup>st</sup> Floor, Sector-2, Panchkula

**Appellant**

Versus

1. The Executive Engineer (Operation), UHBVN, Panchkula

2. The SDO (Operation), Sub Urban S/Div. UHBVN, Panchkula

**Respondents**

**Before:**

Shri Rakesh Kumar Khanna, Electricity Ombudsman

**Present on behalf of Appellant:**

Shri Sanjeev Goel

**Present on behalf of Respondents:**

Shri Neelanshu Dubey, SDO (Operation), S/Urban S/Div. UHBVN, Panchkula

### ORDER

**A.** Shri Sanjeev Goel has filed an appeal against the order dated 29.11.2024 passed by CGRF, UHBVNL, Panchkula in complaint No. UH/CGRF- 242/2024. The appellant has requested the following relief: -

1. That Complainant shifted from Delhi on transfer and living in House no 86 sec 2 (1<sup>st</sup> floor) since 1 Oct 2022 on rent. Complainant and his Spouse both are working with Govt of India and Govt of Punjab respectively at Chandigarh.
2. That the building has 3 floors and parking area.
  - Parking Meter account number-8857667798
  - Complainant (1<sup>st</sup> Floor) account number-1388240000
  - 2<sup>nd</sup> floor account Number residing since August 2021- 8366873049
  - Col Swantanta Viz (3<sup>rd</sup> Floor) Account No-2627154793
3. That 3<sup>rd</sup> floor of the building is occupied by Shri Swatanta Vij, 80 year old Retd. Colonel who lives in USA with family and visits every year for about 2 months. (21 Sep to 22 Dec 2023 last time).
4. That after occupying 1<sup>st</sup> floor land lord/Col Vij told the Complainant that there is issue about his bill of 3<sup>rd</sup> floor 13.8.22 to 12.10.22 which shows 0 (Zero) reading.
5. That Bill of 1<sup>st</sup> floor account no 1388240000 from 13.8.22 to 12.10.22 of 210 consumed units was also received and as Complainant had just occupied the house and wanted to reconfirm if it was also being raised correctly.
6. That Complainant shared both the bills with UHBVN /OP on 26 Oct 2022 and it was confirmed that XEN has been told to check the same.

7. Revised bill of Top floor was received on 31 October 2022 and Complainant was also told that there is no issue with bill of 1<sup>st</sup> floor i.e. Complainant's floor.
8. That Complainant also raised issue of stilt parking bill to UHBVN officers on 27 Oct 2022. There were multiple issues as regard to Parking bill which have been raised separately with OP and OP have revised Parking bill which had so many anomalies. Parking bill was in NDS category and Complainant requested many times to OP that their Parking is on higher side but was never corrected despite Physical inspection of premises in Oct 2022 and appeal was filed with CGRF and CGRF has asked OP to treat parking meter in DS category and OP has revised bill of Parking accordingly in Nov 2024.
9. That On 4 Jan supply of Complainant floor (1<sup>st</sup> Floor Account no 1386240000) got disconnected and he lodged complaint with UHBVN and UHBVN team visited his house and after checking the smart meter told him that supply has been disconnected from HQ and status of meter indicates that supply is disconnected due to non-payment of last bill.
10. That Complainant shared his last bill and confirmed on phone that his last bill is paid then UHBVN told him that issue has been flagged to XEN (09316065971 Mr. Jindal)
11. That Complainant got a message that light is now restored and it was a server fault not understood.
12. That OP/UHBVN officers told Complainant that smart metering system is not stabilised and sometimes such incidents happen and they themselves don't know why it happens so.
13. That Complainant was astound to receive bill of Rs 96,969 on 26 Feb and he intimated UHBVN officers on 27 Feb and brought the issue to notice of MD, UHBVN on 1 March and on phone to EXEN Mr. Jindal and EXEN put meter on surveillance for a day and confirmed the Complainant on phone that meter is faulty as it is consuming 500 units per day and this much consumption not possible on domestic connection.
14. That meter of Complainant was replaced on 4 March and new meter was installed and Complainant was told that old meter will be sent to factory/lab for testing/ checking and revised bill be issued in due course.
15. That When Complainant enquired about his faulty reading of 1<sup>st</sup> floor then it was told that its smart metering so a fault and when of Complainant asked about Parking reading pattern which was revised by UHBVN also then it was told that its manual billing system and involves manual punching of reading. So in a way both manual and smart both billing systems of UHBVN are

unreliable or UHVBN is taking convenient excuses as it suits it and revises the bills whenever issue is raised with OP as was done in case of Parking bill three times in short span of 3 months and 1<sup>st</sup> floor bill when inflated bill was raised for Rs 96,969 but later on corrected as per slab rates of respective month as brought out in further paras below.

16. That OP apprised the Complainant on 26 June 2024 that his bill was entangled with top floor and top floor was being billed on average and Complainant bill was not being raised at all as ledger of Complainant account was not opened since installation of meter in Dec 2021 and because Complainant was being billed on the basis of top floor consumption so one adjustment entry was made on 19 Dec 2023 for 8790 units that's why bill of 10 Dec 2023 to 20 Feb was of Rs 96,969.
17. That Complainant did not believe this logic as if so then why Complainant was told that meter was sent to factory for checkup if UHVBN was aware that meter was not communicating with system and ledger was not open as early as 19 Dec 2023.
18. As per SLA with, EESL the Company which supplied Smart meters following points are relevant and need to be noted-
  - Net metering is part of agreement (schedule 1 at pg. 19)
  - Smart meter Solution architecture is given at pg. 22
  - Meter data reading at configurable intervals. (3 a at page 23)
  - The objective is significant increase in billing efficiency (Para 4.1 Objective at pg. 23)
  - Enhancing consumer satisfaction level with better complaint management faster resoration of outage and awareness for optimized consumption pattern. (Para 4.2-4 at Pg. 24)
  - Providing billing data through smart metering (AMI system) to billing system for ensuring on time and accurate monthly billing of consumers. (Schedule III/ c at pg. 27)
  - Maintain availability of meter data as per agreed service level agreement. (Schedule III/ h at pg. 27)
  - SIM information availability-Service level 100% -Validation -Zero installation issue due to unavailability of SIM information -Panelty of Rs 2000 per day (SN 6 at pg. 44)
  - Meter key information availability/100% information available in HES before meter installation /Rs 2000 per day panelty (Sn 8 at pg. 44)

- Billing Action/Action carried out on predefined schedule date and time for transmission of billing parameters from MDM to billing system (SN 20/pg. 49)
  - SOP for Binder based meter reading (MDM + Manual) is at annex at pg. 53 with diagram at pg. 55 and Pg. 56 which gives detailed design how billing will be ensured
  - Inspection and check correctness of meter /7 days (pg. 57)
  - Replace slow/fast meter/creeping /stuck/defective/Within 7 days of its being established in checking. (pg. 57)
19. That Relevant provisions of SLA of OP with MBRD (M/S infinite Computer Solutions the company carrying out billing on behalf of UHVBN) are:
- Meter reading/Load Survey including data transfer to intermediate server/NAS/cloud either through 4G network or electronic file transfer to PC, spot billing and bill distribution at the premises of the consumer on monthly /bi monthly basis. /Pg. 7 Scope of bidder
  - MRAs is to take undertake activity of distribution of bills only as no meter reading is required on smart meters. Para C at Page no. 8 of Tender document
  - MRA shall keep backup of meter reading data (daily/weekly/ monthly/annual) para m (at pg. 10 of Scope of Bidder)
  - In case premises locked box locked or non accessibility of meter due to obstruction etc. Bidder should paste notice/ reading request form (as per utility instructions) on some conspicuous part of the premises and revisit these premises at appropriate time to obtain the readings site photograph. Para P at Page no. 10 of Scope of Bidder
  - It is necessary for MRAs to punch correct reason for non downloadable meters in meter reading App as well as details of for non downloadable meters Para t at page 11 Scope of Bidder

Project objectives are given at para 3 at Pg. 33 (pg. 11 of scope of Bidder) with brief as below:

- Hiring agency for carrying out acquisition of meter reading from downloadable /non downloadable meters through handheld devices and build distribution
  - increase billing efficiency
  - reduce revenue losses due to errors and omissions which characterise manual meter reading
  - enable UHBVNL to achieve consumer delight
- Penalty for wrong reading-para 14at pg. 14 of scope of Bidder)

- Updation of Master data base /para 15 at pg. 15 scope of Bidder)
  - Meter exceptions-incompatible downloadable meter /para 16 at pg. 15 scope of Bidder)
  - Billing exceptions-meter brunt/faulty/reading not visible etc. at para 17 pg. 15 scope of Bidder)
  - Uploading of meter read files/binders on discom server: MRBD agency is required to close the meter binder within 7 days in RAPDRP area and related panelties at Para 18 at pg. 15 scope of Bidder)
  - Panelties for bill distribution para 19 at page 16 scope of Bidder)
  - Penalty for not updating Master Data where the information is missing beyond permissible time till the complete information is entered in the database SN 3 at (at pg. 17 scope of Bidder)
  - Penalty for Manual Reading in Downloadable meter SN 4 (at page 17 scope of Bidder)
  - Penalty for Delay in obtaining Meter reading:
    - MRBD agency is required to close the binders within 7 days in RAPDRP area while in Non-RAPDRP as per billing schedule after initiation of binders Para 8.2 pg. 17
    - The Bidder should have carried out work of meter reading through Handheld device and deployed handheld/android meter reading and spot billing software 19 (v)
  - Penalty for Delay in obtaining Meter reading pg. 54 of scope of bidder
20. That OP apprised Complainant on 25 June 2024 that Meter has been sent for testing on 7 May. OP claimed that ledger of Complainant was opened on 19 Dec 2023 and one time adjustment entry was made and if it was so then there was no need of sending the meter for lab testing and harassing the Complainant.
- The lab report of the firm which supplied the meter in first place has finally been received on 19 July and meter working found normal. It can be easily understood that no firm which have supplied the meter will ever admit that meter supplied by it was faulty and it was highly unprofessional on part of OP to send the meter for testing to Firm which supplied it.
21. OP himself have told that 3<sup>rd</sup> floor was corrected in the system on physical verification in Oct 2022 then how it's possible that it kept on billing on average basis.
22. That OP also gave Complainant copy of day wise meter reading of old and new meter and Complainant was astound to see wide variation in daily consumption which from 20.12.23 to 28.2.24 varied from 29 on 25 dec 2023 to 141 units on

- 14 Jan 2024 (Sunday), 102 on 19 Jan 2024 (Friday), 84 on 20 Jan 2024 (Saturday), 99 on 16 Jan 2024 (Tuesday), 88 on 5 Feb 2024 (Monday)
23. That as Complainant and his spouse is working with Govt and their consumption even on weekends i.e. 23.12.23 and 24.12.23 (sat and Sunday ) was 34, on 30 and 31 Dec 2023 (Sat and Sunday) was 39 and 41, on 6 and 7 Jan 2024 (Sat and Sunday ) is 58 and 63 and on 13 and 14 Jan (Sat and Sunday) is 44 and 141, on 20 and 21 Jan (sat and Sunday) is 84 and 74 whereas on 19 Jan (Friday ) its 102 which is not explainable at all.
24. That average no of units being consumed from 20 Feb to 28 Feb 2024 with old meter (32, 33, 38, 27, 56, 46, 45, 51, 39) averages 48.
25. That reading as on 20 Feb was 16995 whereas as on 4 March as per challan was 17479 so average of 13 days was  $484/13= 37$  and average consumption with new meter every day since 5 March was around 20 and also for full month of March 2024 is 20 units per day which proves that old meter was faulty giving spikes of consumption on many days.
26. That Even in peak load month of May 2024, 34 days averages 31.34 units whereas average of 20.12.23 to 28.2.24 of old meter is 68.5 units which is unbelievable.
27. The Complainant is continuously monitoring his daily consumption of new meter and same was about 38 units in June 2024, 30 units in month of July 2024, 25 units in August 2024, 21 units in September 2024, 18 units in October and November 2024
28. That It is not known that how all of a sudden, my meter has jumped this much on 19.12.23 and behaved so erratically from 19.12.23 to 4.3.24 and mainly when malfunctioning was reported on 27 Feb and 1 March 2024 and meter was replaced only after surveillance /observation during the intervening period
29. That OP, UHBVN intimated Complainant that it was L&T Company (whose smart meters are installed) found that ledger of my account was not opened or SIM of Complainant meter was catching the frequency of Top floor etc. then its fault of metering system and Company should bear the cost of this anomaly because as an aware consumer had Complainant known that his daily/monthly consumption is so much erratic/high ,he would have reported the issue to UHBVN well in time and also checked his consumption ,get all his equipment's /earthing of home checked . Though same has been got checked and found and no earthing issue has been found.
30. That's one of parameters of SLA with ESSL is:

*Providing billing data through smart metering (AMI system) to billing system for ensuring on time and accurate monthly billing of consumers. (Schedule III/ c at Pg 27)*

31. That It is brought out that all rights of Complainant as consumer in this regard are part of SLA with EESL and MBRD and also the whole process design and implementation fault lies with EESL and MBRD for which OP has agreements.
32. That OP replied on 22/7/24 that new connection was installed on 3<sup>rd</sup>/top floor on 15.12.21 and enhanced load from 2 KW to 10 KW was activated for 1<sup>st</sup> floor on 21.12.21 but during course of activation of meter from the smart meter, the communication of the consumption consumed at the 3<sup>rd</sup> floor got dumped into, the electricity account of the 1<sup>st</sup> floor in the billing and bill of 1<sup>st</sup> floor got raised as per the consumption running in the metre installed of the 3<sup>rd</sup> floor on account of which the 3<sup>rd</sup> floor metre got build on the average basis.
33. That OP is in habit of providing bills in causal manner and whenever issue is raised then its revised on one or other pretext like removing surcharge or providing benefit of slab rate as also done in this case also.
34. That Complainant is a highly placed Civil servant and it is not possible to point out such inflated bills and payments are made as asked by OP and OP is taking undue benefit in name of Smart metering system being in place and its not believed how slab rate benefits are not calculated by its Computerized billing system in era of Smart billing system.
35. That It was also replied on 22/7/24 that the said bill of 3<sup>rd</sup> floor had been corrected in the system on physical verification in Oct 2022 but the issue of wrong tagging was not attended at that time and further bill was raised on provisional basis which got corrected in Dec 2023.
36. That UHBVNL/OP has outsourced Meter reading/spot billing and bill distribution to MBRD (M/s Inventive software Solutions (P) Ltd (Agency) and its not understood that why UHBVNL has not held Billing Agency i.e. MBRD liable for incorrect billing of 3<sup>rd</sup> and 1<sup>st</sup> floor more specifically when para 4 of award of Contract to agency specifically bounds the Agency to meet all SLAs and performance parameters as per technical specifications as regard to Billing process. Its simply not understood that how Meter reading /spot billing and billing can mismatch /missed at all and Agency is not even asked why it happened so and what panelties have been levied on it and why the recovery from the Consumer without any provision in Act.
37. That Complainant is staying at 1<sup>st</sup> floor on rent and had he vacated the premises by Jan 2024 then who would have born the cost of this inflated bill and how

- much harassment would Col Swantantra Vij 80 year old couple would have undergone mainly when OP has upper hand and it has habit of transferring all liabilities to individuals and not to Billing Company as per SLA.
38. All these issues have been covered in SLA with EESL and it was responsibility of EESL to ensure proper linkages and communication between smart meter and billing system and penalty for same has also been prescribed (Rs 2000 per day) and by not levying the penalty from EESL as per SLA, OP has tried to pass on the burden to Complainant and have given undue benefit to EESL for reasons best known to OP.
  39. As per SLA of OP with L&T, temporary meter is installed against faulty meter and same is replaced with new meter if meter is found faulty and old meter is installed back if meter is not found faulty in lab test. As the matter was escalated so the lab report of meter of Complainant is being manipulated and new meter was installed on 5 March itself and if Old meter has been found correct then why OP in his reply dated 22 July not told him that old meter will be installed back. In fact, it's known to OP that old meter was faulty and that's why it's not being installed back.
  40. Complainant received reply of OP on 25 July 2024 that Complainant have been billed as per clause 6.9 of Supply Code under special circumstances but it's seen clearly that 6.9.1 pertains to billing in case of defective/sticky/dead stop /brunt meter and 6.9.2 pertains to if premises are found locked/meter not accessible and licensee is unable to read the meter which does not cover case of Complainant hence not applicable as per Act/Law.
  41. That as per general law there has to be reasonable time by which every organization should be governed. For example, in Income Tax matters, the Act says that for anomalies up to Rs 50 Lakh the Income Tax department can go back only upto 3 years back. As per clause 6.9.2 the reasonable time has been given as two months in case of meter not accessible. Even this Hon Commission gives reasonable time to OP to implement orders of CGRF etc. to accept complaint even if time to comply the orders are well over.
  42. That invoking para 6.9 by OP is incorrect and not applicable to instant case as neither the premises was locked and nor it's a case of not able to read the meter as day wise and monthly readings of period under contention are available with OP.
  43. That if at all its case of wrong billing as OP is making it out then its right to recover from the Complainant has lapsed and same has to be recovered from EESL and MBRD as per SLA of OP with EESL and MBRD.



44. The issue was highlighted to CGRF on 26.7.24
45. CGRF gave its order on 29.11.24.
46. CGRF have held SDO Op responsible for same but asked XEN Op for taking disciplinary action against the delinquent officer/official, if any due to which the Complainant had to face harassment and billing dispute and CGRF in its decision also held that harassment suffered by the consumer due to wrong tagging has already been redressed by the Sub-Division in Dec 23 which is beyond the norms of justice as the same officer who have been found responsible for wrong tagging is being believed that he redressed the grievance and even after finding him responsible by SE Projects further escape is being given by mentioning in orders directing XEN Op to take action against delinquent officials, if any.
47. The order is not reasoned and salient about the clause 6.9 of supply code and levy of penalty of Rs 2000 per day on EESL and MBRD though same has been duly discussed in brief of proceedings by CGRF and instead of raising the loss to OP if at all from EESL and M/s infinite Computer Solutions have relied on decision made by SDO Op of raising the entire faulty bill from the Complainant.
48. It is clear from the whole episode that UHVBNL is shielding EESL and MBRD and giving them undue favour by not levying requisite penalty.
49. OP asked Complainant to make payment of Rs 1,22,502 on 3.11.24 within 7 days vide letter dated 03.12.2024 harassing the Complainant unnecessarily whereas CGRF has given Complainant 30 days to go in appeal.
50. In case of Parking case of HN 86 sec 2, CGRF had ordered on 26.9.24 to refund the fee within 30 days which have not been complied till date 70 days have elapsed and in present case SDO Operation has not waited even for the period allowed by CGRF to go in appeal.

Prayer

1. It is requested to stay the payment of bill of Rs 1,22,502 till the issue is decided by the Hon. Ombudsman
2. To direct the OP to raise the requisite penalties from EESL and M/s infinite Computer Solutions as per agreement.
3. To direct OP to take action against the officials responsible for all such anomalies to check harassment of other consumers and not imposing requisite penalties on EESL and M/s infinite Computer Solutions.
4. To direct the OP to raise revised bill w.e.f. 4 March 2024 till date so that same can be paid without any delay.
5. Legal expenses of Rs 25,000 towards Consultation be also reimbursed.

- B.** The appeal was registered on 16.12.2024 as an appeal No. 41/2024 and accordingly, notice of motion to the Appellant and the Respondents was issued for hearing the matter on 14.01.2025.
- C.** The respondent XEN vide email dated 07.01.2024 has submitted reply, which is reproduced as under:

As per the appeal filed, the detailed reply is as under:

- a) The said premises is having 4 nos. Electricity Connection floor wise as per the details mentioned below:

Area	Account No.	Category	Sanctioned Load	Meter Serial No.
Ground Floor (Parking)	8857667798	NDS	10 KW	GP8204534
First Floor	1388240000	DS	10 KW	GP8205049
Second Floor	8366873049	DS	10 KW	GP8204693
Third Floor	2627154793	DS	10 KW	GP8206007

The new connection on the top floor was applied vide A&A No. A27-1121-51 dated 14.11.2021 and the same was installed on dated 15.12.2021 after installing the meter (3 phase) bearing serial no GP8206007 and at the same time an application for extension of load has been applied for the first floor vide A&A No. A27-1221-29 dated 06.12.2021 from 2 KW and connection got released by installing the 3 Phase meter bearing serial no. GP8205049 on dated 21.12.2021.

Both the connection were released correctly at site as well as in the HCL (CCB) system by the consumer clerk but owing to site verification carried out at consumer premises as per his complaint regarding wrong bill on dated 14.03.2022 vide registration no. 31079, the concerned area in-charge inadvertently reported the serial no of the meter installed for 3<sup>rd</sup> floor bearing serial no. GP8206007 make Genus on the account no. 1388240000 (1<sup>st</sup> Floor) being all connection on the same name and installed at same place.

- b) Based upon the above report, the meter serial no is the CCB had been changed by the dealing hand and billing of 1<sup>st</sup> floor account was made based upon the consumption of meter installed for 3<sup>rd</sup> floor till Dec 2023 and 3<sup>rd</sup> floor account got billed upon the average basis. Both the accounts were re verified in Dec 2023 and after making necessary correction in the CCB by correctly tagging of meter serial no of smart meters don with the respective account no and the bill of the consumer has been raised accordingly.
- c) The adjustment in the said account on account of slab rate benefit for the period of 12/2021 to 12/2023 amounting to Rs. 19973/- has been also made and credited into the account of consumer.

d) Moreover, the comments in the said matter regarding the penalty on the firm had been sought from the office of SE projects UHBVNL PKL who has also submitted his comments on the said matter which is elaborated as under:

“Given that all the site activities and system entries in CCB were conducted by the S/Divn. office, the responsibility for incorrect tagging lies with the S/Divn. It is also clarified that root cause of instant billing dispute is incorrect tagging of meter serial no”

Now consumer approach before the District Consumer Dispute Redressal Commission.

It is requested to consider the above reply for onward submission to the Commission.

**D.** The respondent XEN vide email dated 09.01.2025 has submitted revised reply, which is reproduced as under:

Please refer to your office memo no. 4255/EO/HERC/Appeal no. 41/2021 dated 16.02.2024 vide which it has been directed to submit a detailed reply in respect to the appeal against the orders passed by the CGRF vide case no 242/2024 filed as Sh. Sanjeev Goel vs Executive Engineer UHBVNL PKL. The detailed reply received from SDO Op S/Division UHBVN, Panchkula vide his office memo no. 1951/SU/CA dated 02.01.2025 which is reproduced as under:

a) The said premises is having 4 nos. Electricity Connection floor wise as per the details mentioned below:

Area	Account No.	Category	Sanctioned Load	Meter Serial No.
Ground Floor (Parking)	8857667798	NDS	10 KW	GP8204534
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Both the connection were released correctly at site as well as in the HCL (CCB) system by the consumer clerk but owing to site verification carried out at consumer premises as per his complaint regarding wrong bill on dated 14.03.2022 vide registration no. 31079, the concerned area in charge inadvertently reported the serial no of the meter installed for 3<sup>rd</sup> floor bearing

- serial no. GP8206007 make Genus on the account no. 1388240000 (1<sup>st</sup> Floor) being all connection on the same name and installed at same place.
- b) Based upon the above report, the meter serial no is the CCB had been changed by the dealing hand and billing of 1<sup>st</sup> floor account was made based upon the consumption of meter installed for 3<sup>rd</sup> floor till Dec 2023 and 3<sup>rd</sup> floor account got billed upon the average basis. Both the accounts were re verified in Dec 2023 and after making necessary correction in the CCB by correctly tagging of meter serial no of smart meters don with the respective account no and the bill of the consumer has been raised accordingly.
- c) The adjustment in the said account on account of slab rate benefit for the period of 12/2021 to 12/2023 amounting to Rs. 19973/- has been also made and credited into the account of consumer.
- d) Moreover, the comments in the said matter regarding the penalty on the firm had been sought from the office of SE projects UHBVNL PKL who has also submitted his comments on the said matter which is elaborated as under:  
“Given that all the site activities and system entries in CCB were conducted by the S/Divn. office, the responsibility for incorrect tagging lies with the S/Divn. It is also clarified that root cause of instant billing dispute is incorrect tagging of meter serial no”
- e) Now consumer approach before the District Consumer Dispute Redressal Commission and court has given interim direction to pay the latest current bill and stayed the dispute amount. Moreover, as per clause 3.18 Point no. (iv) of the Commission no representation to the Ombudsman shall lie unless, the representation by the complaint, in respect of the same grievance is not pending in any proceeding before the any Court, Tribunal or any Arbitrator or any other authority, a decree or award or a final order has not been passed by any such Court, Tribunal, Arbitrator or Authority.

In view of the above clause, the appeal is beyond the jurisdiction of the Electricity Ombudsman and same be dismissed.

It is requested to consider the above reply for onward submission to the Commission.

- E.** Hearing was held on 14.01.2025, as scheduled. Both the parties were present during the hearing through video conferencing. At the outset, the appellant submitted that the reply has been received and will file rejoinder in response to the reply within 10 days with an advance copy to the respondent. The matter was adjourned for hearing on 18.02.2025.

- F.** The appellant vide email dated 15.01.2025 has submitted rejoinder, which is reproduced as under:
1. UHBVN has challenged jurisdiction and have also touched on periphery that how appellant has been supplied with inflated bill without providing details of action taken against officers who could not detect the so called wrong tagging despite physical inspection.
  2. UHBVNL have also not replied that why it sent the meter for lab testing of manufacture and not some independent lab.
  3. In addition UHBVNL is silent on aspect that it has no power to raise bill as per clause 6.9 of Supply Code under special circumstances as its seen clearly that 6.9.1 pertains to billing in case of defective / sticky / dead stop / brunt meter and 6.9.2 pertains to if premises are found locked / meter not accessible and licensee is unable to read the meter which does not cover case of complainant hence not applicable as per Act / Law.
  4. UHBVNL is trying to evade action on its officers and giving undue benefit to Smart Metering and billing agency from whom huge penalty is leviable and wants to burry the issue in routine administrative actions which will never come leading to huge loss to Govt receipts.
  5. UHBVNL should rather have been pro active in taking action against the metering agency for loss to Govt revenue as whenever appellant discuss these issues with UHBVNL officers then its told that these are matters in hand of Sr officers or we can take action only if CGRF / Ombudsman or some court directs us for such actions.
  6. In fact, UHBVNL officers are not taking action against the Smart Metering and billing agencies despite being told specific clauses in agreements but unnecessary harassing appellant by applying supply code erroneously.
  7. Fact is that role of Consumer Commission is limited to only two aspects i.e. unfair trade practice and poor services whereas appellant has come in appeal to Ombudsman against decision of CGRF on technical aspects of applicability of Supply Code and flaw in testing of meter in lab of manufacture and non levy of panelty on Smart Metering and billing agencies.
  8. That its now more than two months of order of CGRF dated 03.11.2024 and had UHBVNL been serious by now it must have taken action against SDO Operation held guilty by CGRF and levied panelty on EESL and M/s Infinite Computer Solutions as per agreement.

9. That its only Ombudsman who can look into technical aspects and appellant has to exhaust this legal recourse before going to High Court etc.
10. That institution of Ombudsman have been created to fasten the disposal of such cases / appeals so that it doesn't burden higher courts unnecessarily and if someone wants to approach higher Courts then reasoned decision of Appellant Authorities are available.
11. That appellant in instant case have exposed in details the nexus of UHBVNL with Smart Metering and Billing Agencies which have been accepted by CGRF also and whatever loss have been accrued to UHBVNL due to wrong tagging etc. is well protected by way of penalties leviable from Smart Metering and Billing Agencies and appellant has been at no fault through out as he had requested UHBVNL multiple times about checking of his bill and every time it was said that is correct.
12. It can be seen in appeal also that appellant have not asked for compensation for unfair trade practice and poor services as appellant is well aware that Ombudsman is forum for appeal against decision of CGRF and Consumer Commission is forum to approach on different grounds and Consumer Protection Act.
13. As far as jurisdiction is concerned appeal to Ombudsman is barred if appellant has moved to some Court and Arbitrator etc. whereas District Consumer Commission is not covered in that as one can approach Consumer Commission in parallel even if case is undergoing in Legal Courts and other Authorities including Arbitration process.
14. The provisions of Consumer Protection Act 2019 clearly says in para 100 that Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.
15. So its very much clear that not only rules of Ombudsman bar appellant to approach it in addition to Consumer Commission but also CP Act 2019 clearly states that its an addition to and not in derogation of any other law for the time being in force.

**G.** Hearing was held on 18.02.2025, as scheduled. Both the parties were present during the hearing through video conferencing. During the hearing, the respondent SDO submitted that rejoinder received today and requested for 10 days time to file reply. The respondent SDO is directed to submit reply if any with an advance copy to the appellant. Acceding to the request of the respondent SDO, the matter is adjourned and shall now be heard on 06.03.2024.

**H.** The respondent XEN Operation vide email dated 03.03.2025 has submitted reply in respect to counter reply submitted by the appellant, which is as under:

In this connection SDO OP S/U S/Divn PKL vide his office memo no. 772 dated 28.02.25 has submitted his reply which is reproduced as under: -

The detailed reply in respect to the appeal filed by Sh. Sanjeev Goel (user) of electricity connection bearing Account No. 1388240000 had been submitted. In respect to said reply, the appellant has submitted the counter reply raised whose details is as under: -

- a) It is true that the said account was not billed on actual consumption on account of meter wrongly tagged with the 3<sup>rd</sup> Floor account and same was corrected by the sub division in 12/2023. The bill was revised as per the actual consumption in the 1<sup>st</sup> floor meter of the consumer and necessary adjustment regarding slab rate benefit had been already credited to the consumer, but it is not possible that the lapses on the part of official in submitting wrong SVR at the time of physical inspection can absolve the consumer from paying the energy bill of actual consumption.
- b) The action of sending the meter to the firm has been taken as per the Nigam instruction in lieu of checking the accuracy of meter when the consumer challenged the accuracy of meter as per the bill raised in December 2023. However, as per sales circular 02/2017 of the Nigam, the condition to get meter tested through independent lab rest on the application of consumer who can give the name of independent lab at his own will but in the said case no representation from the consumer had been received, for checking from any independent lab.
- c) It is made very clear, that in the present case the meter of the consumer was working OK and its accuracy is found within permissible limit. The consumer issue is only about wrong tagging of meter which had been corrected. Hence, the point of overhauling the account based upon meter lying defective/dead stop/ sticky is not valid and department can raise the bill as per the actual consumption once the tagging gets corrected in 12/2023.
- d) The departmental action regarding the official who were found guilty for submitting wrong SVR and not clearing the provisional case timely had been already initiated by the department but that cannot absolve the consumer from paying the actual consumption bill.
- e) The appellant has concealed the fact from this Hon'ble Tribunal that simultaneously a complaint has been filed before District consumer redressal

commission vide complaint no.257/2024 for the same course of action. There is a statutory bar in entertaining the complaints/grievances in case the proceeding in respect of same matter is pending before any court/tribunal or any other authority. Regulation 2.37 of Haryana Electricity Regulatory Commission (Guidelines for establishment of Forum for Redressal of Grievances of the consumers, Electricity Ombudsman and Consumer Advocacy) Regulations, 2019 is reproduced as hereunder

2.37 The Forum may reject the grievance at any stage under the following circumstances:

*In cases where proceedings in respect of same matter and between the same complainant and the Licensee are pending before any court, tribunal, arbitrator or any other authority, or a decree or award or a final order has already been passed by any such court, tribunal, arbitrator or authority.*

In the present appeal it is matter of record that the proceeding between appellant and the respondents are pending before District consumer redressal commission Panchkula, the learned forum vide order dated 23.12.2024 has passed the interim order.

The act of the appellant is brazenly attempt to overreach the quasi-judicial process and indulge in forum shopping. The appellant on the one hand has availed the remedy of filing the statutory complaint before CGRF and after the decision of CGRF compliant on 29.11.2024, the present appeal has been filed and thereafter the appellant simultaneously filed complaint before District consumer redressal commission forum for same cause of action on dated 12/2024. These facts clearly show that the act of the appellant not only raises grave suspicion on the appellant propriety but also amounts to sheer abuse of the process of law and a waste of precious time of the Hon'ble tribunal.

It is further submitted that there is active concealment on the part of appellant, that he has not been disclosed before this Hon'ble tribunal regarding factum of filing complaint before the District consumer redressal commission.

That the present appeal is liable to be rejected as the appellant has concealed the facts from this appellant tribunal in view of provision contained in 3.18 of HERC regulatory, the present appeal/representation is liable to rejection. Regulation 3.18 of Haryana Electricity Regulatory Commission (Guidelines for establishment of Forum for Redressal of Grievances of the consumers, Electricity Ombudsman and Consumer Advocacy) Regulations, 2019.

The Ombudsman may reject the representation at any stage if it appears to him that the representation is:



- a) Frivolous, vexatious, malafide
- b) Without any sufficient cause;

There is no prima facie loss or damage or inconvenience caused to the complainant

- I.** Hearing was held on 06.03.2025, as scheduled. Both the parties were present during the hearing through video conferencing. During the hearing, it was observed that the Appellant had simultaneously invoked the jurisdiction of both the Consumer Grievance Redressal Forum (CGRF) and the District Consumer Disputes Redressal Commission (DCDRC) for the same relief. This raised a fundamental issue concerning the maintainability of the present appeal.

Upon careful consideration of the submissions made by both parties and after a detailed examination of the records, the following findings and conclusions are arrived at:

1. The Appellant has sought adjudication of the same billing dispute before multiple forums, namely the Ombudsman under the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2004 (No. HERC/48/2020), as amended till date and the DCDRC under the Consumer Protection Act, 2019. This approach contravenes the Doctrine of Election, which prohibits a litigant from pursuing multiple remedies for the same cause of action. Once a party has elected to proceed before a specific forum, they are precluded from seeking adjudication before another.
2. The Hon'ble Supreme Court in U.P. Power Corporation Ltd. v. Anis Ahmad, (2013) 8 SCC 491, has categorically held that when a specialized dispute resolution mechanism is provided under a specific statute, it should be the preferred recourse.

In the present case, the Electricity Act, 2003, provides for a structured mechanism for grievance redressal through the CGRF and the Ombudsman. The Appellant's attempt to invoke the jurisdiction of both the Ombudsman and the DCDRC contravenes this established legal principle and undermines the legislative intent behind the Electricity Act, 2003.

3. Clause 3.18 (iv) of the Haryana Electricity Regulatory Commission (Forum and Ombudsman) Regulations, 2004 (No. HERC/48/2020), as amended till date, explicitly prohibits the Ombudsman from entertaining a representation if the matter is pending before any court, tribunal, or other authority, which is reproduced as under:

*(iv) The representation by the Complainant, in respect of the same grievance, is not pending in any proceedings before any court, tribunal or arbitrator or any other authority; a decree or award or a final order has not been passed by any such court, tribunal, arbitrator or authority.*

As the Appellant has already approached the DCDRC, which has issued interim directions, proceeding with the present appeal before the Ombudsman would amount to forum shopping.

Accordingly, entertaining this appeal would be contrary to the principle of judicial discipline and could set an undesirable precedent.

4. Also, Section 11 of the Code of Civil Procedure, 1908, embodies the principle of res judicata, which prohibits multiple proceedings on the same cause of action between the same parties. The Appellant, having chosen to proceed before the DCDRC, is legally barred from seeking adjudication of the same matter before the Ombudsman. Allowing such parallel proceedings would disrupt judicial propriety and create unnecessary litigation.
5. The structured dispute resolution framework under the Electricity Act, 2003, must be adhered to, ensuring that disputes are adjudicated within the appropriate jurisdiction.

Allowing the present appeal would lead to duplication of proceedings, burdening adjudicatory authorities and resulting in an unwarranted waste of judicial resources. Given that the DCDRC has already assumed jurisdiction and issued interim directions, permitting the present appeal would not only be legally untenable but would also violate settled principles governing judicial efficiency and propriety.

### **Decision**

Since the Appellant has already invoked the jurisdiction of the District Consumer Disputes Redressal Commission (DCDRC) and interim directions have been issued therein, the present appeal before the Ombudsman is not maintainable. Continuing with parallel proceedings would be contrary to well-established legal principles governing structured dispute resolution and judicial propriety.

Accordingly, the present appeal is dismissed as non-maintainable.

The appeal stands disposed of accordingly.

Both the parties to bear their own costs. File may be consigned to record.

Given under my hand on 7<sup>th</sup> March, 2025.

Sd/-

**(Rakesh Kumar Khanna)**  
**Electricity Ombudsman, Haryana**

**Dated: 07.03.2025**

**CC-**

**Memo. No. 5411-5417/HERC/EO/Appeal No. 41/2024 Dated: 10.03.2025**

1. Shri Sanjeev Goel, House No 86, 1<sup>st</sup> Floor, Sector-2, Panchkula.
2. The Managing Director, UHBVN, Vidyut Sadan, IP No.: 3&4, Sector-14, Panchkula.
3. Legal Remembrancer, Haryana Power Utilities, Shakti Bhawan, Sector- 6, Panchkula.
4. The Chief Engineer (Operation), UHBVN, IP No.: 3&4, Sector-14, Panchkula.
5. The SE (Operations), UHBVN, Panchkula, SCO 96, Sector-5, Panchkula.
6. The Executive Engineer (Operations) UHBVN, Panchkula, Flat No. 519 to 522, Power Colony, Industrial Area Phase-2, Panchkula.
7. The SDO (Operations), Sub-Urban, UHBVN, Panchkula, 66 KV, Sub-station, Power Colony, Industrial Area, Panchkula.

