

**BEFORE THE CONSUMER GRIEVANCES REDRESSAL,
FORUM (CGRF), GOVERNMENT OF GOA,
ELECTRICITY DEPARTMENT, VIDYUT BHAVAN,
4TH FLOOR, VASCO, GOA.**

Goa/C.G. No. 45/2024/202

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.

..... Complainant

V/S

1. The Chief Electrical Engineer,
Electricity Department,
Government of Goa,
Vidyut Bhavan, Panaji - Goa.

2. The Executive Engineer,
Electricity Department,
Div - I, Panaji - Goa.

3. The Assistant Engineer,
Electricity Department,
Div - I, S/D- II,
Panaji - Goa.

..... Respondents

Dated : - 18/11/2024

ORDER

1. This order shall dispose of the complaint dated 16.10.2024 filed by the complainant. The complainant is aggrieved by the alleged unauthorized replacement of the electricity meter, issuance of inconsistent and inflated electricity bills without proper explanation or notification, and subsequent improper actions by the electricity department, including wrongful billing adjustments and threats of disconnection despite compliance and payments under protest.

Sanjay G. Corree

Case of the complainant in brief.

2. The complainant's case, in brief, as culled out from his complaint, is that he is a consumer of electricity supplied by the licensee Department to his residential flat at Fontainhas Panaji. He avers that his original electricity meter, bearing No. 10234510, was unilaterally replaced by the respondents with a digital meter (No. A-1004402) without prior consent. Subsequently, the petitioner received two bills within a month – one for the original meter and another for the replaced meter – with the latter indicating an unusually high consumption of 7860 kWh, amounting to Rs. 28,538/-. When he questioned the basis for the replacement and the exorbitant bill, the respondents claimed their right to revise earlier bills and install new meters without informing the consumer.
3. The complainant sought redressal under a one-time settlement scheme (OTSS) introduced by the State Government. However, discrepancies emerged in the deferred payment charges (DPC) reflected in the Department's records, which showed differing amounts. Although the complainant paid the DPC under protest, the difference of Rs. 10,758.56 remains unresolved despite his repeated communications.
4. Further compounding the issue, the respondents abruptly disconnected the complainant's new meter (No. H-009865) without due cause, and a replacement meter (No. SS21552742) was installed. The disconnection occurred after he had locked the meter box to ensure the device's safety due to prior tampering concerns. Despite regular payments for the bills issued for the functioning meter, the respondents alleged inconsistent readings without furnishing evidence or issuing bills for extended periods.
5. The complainant highlighted procedural lapses, including the retrieval of meter data in his absence, issuance of manipulated duplicate bills reflecting false statuses, and attempts to revise

Shandilya Coer

already-paid bills. The respondents allegedly should have issued timely bills for the newly installed meter, contravening statutory requirements.

6. The complainant prayed for quashing the disputed letters and bills issued by the respondents, directing the refund of excess DPC payments, and restraining the respondents from disconnecting the electricity supply pending disposal of this complaint. He also sought an inquiry into the alleged arbitrary actions of the respondent's officials.

Case of the Licensee Department in Brief.

7. Upon being noticed, the licensee Department filed its reply through the third respondent and contested the complaint. They contend that the complainant's grievances are baseless and aimed at evading legitimate dues. They assert that several issues raised by the complainant have already been adjudicated upon in prior petitions before this Forum and the Hon'ble Ombudsman, thus barred by *res judicata*.
8. The respondents argue that the petitioner voluntarily availed the One-Time Settlement Scheme (OTSS) of 2022, fully aware of the terms and conditions, including the Deferred Payment Charge (DPC) waiver calculated by the system. The claim of incorrect waiver amounts was denied, as the calculations were system-generated without manual interference. The petitioner's protest and subsequent allegations were dismissed as fabricated and intended to avoid payment.
9. Addressing the allegation of replacement of the energy meter, the respondents refuted the claim of improper procedure. They asserted that they replaced the meter due to suspected malfunction and inconsistent readings, which the petitioner was duly informed about

Shanku Singh

through letters and telephonic communications. The complainant is accused of allegedly obstructing the replacement process by padlocking the meter box, violating the provisions of the JERC Electricity Supply Code 2018. The Department contends that the complainant's acts delayed the issuance of energy bills and necessitated temporary disconnection after repeated non-compliance.

10. The respondents also denied the allegations of improper testing of the removed meter, asserting that multiple notices were issued to the complainant to witness the testing. The complainant's absence at the stipulated time led to the testing being conducted in absentia, revealing that the meter was indeed faulty and recording reversed readings. Based on the test results, the Department revised the bills for the disputed period using actual consumption data from the newly installed meter.
11. The respondents submitted that the complainant's behaviour was obstructive, delaying necessary procedures and causing revenue loss to the Department. They sought dismissal of the complaint, asserting that the complainant had misrepresented facts, concealed vital information, and acted with malafide intent to evade payment of legitimate dues.

Hearing.

12. I heard the parties at length on videoconference. The complainant appeared in person while Shri. Sydney D'souza Costa AE represented the Department. Post the hearing, the complainant filed additional submissions followed by a rejoinder from the Department.

Findings

13. I perused the records and considered the submissions advanced by the parties. Rival contentions now fall for my consideration.

Shankar Lal Gupta

14. The licensee Department raised a preliminary objection that the issues raised in the complaint (specifically in paragraphs 2 to 7) have attained *res judicata*. Therefore, the first 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*.
15. In the first complaint (Complaint/Representation no. 10/2022) preferred by the complainant, the grievances pertained to the issuance of two contradictory bills (dated 06.05.2020 and 10.06.2020) following the unilateral replacement of the original meter (No. 10234510) with a new meter (No. A1004402). The petitioner challenged the legitimacy of the replacement and sought relief regarding the inflated bill for 7860 units issued for the new meter. He also sought cancellation of arrears predating 10.06.2020 and a refund of Rs. 44,938/- paid under protest. On the other hand, the second complaint primarily revolves around issues arising from subsequent actions, including alleged faulty billing based on another replaced meter (No. H-009865), discrepancies in DPC waiver calculations under the OTSS-2022 scheme, retrospective revision of paid bills, procedural violations in testing, and threats of disconnection. While there is some overlap in the background facts (e.g., the replacement of meters and billing discrepancies), the key issues in the two complaints differ significantly. The principle of *res judicata* does not apply to the second complaint, as the subject matter and issues involved are distinct and arose from the independent actions of the respondents following the disposal of the first complaint. The petitioner's new grievances warrant independent adjudication by this Forum. Hence, I find this issue in the negative.
16. The next issue is whether the replacement of the petitioner's original electricity meter was conducted in accordance with and in

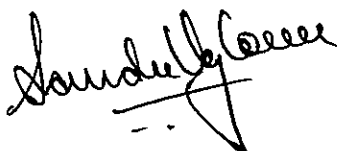
Shankar Singh

compliance with applicable regulations, i.e. JERC Supply Code 2018.

17. The complainant asserts that his original meter, bearing No. 10234510, was replaced by a digital meter (No. A-1004402) without prior notice, consultation, or consent. He should have been informed by the respondents about the reasons for the replacement and allowed to verify or object to the process. The lack of transparency surrounding the replacement is a central grievance in his complaint. On the other hand, the Department has contended that replacement was necessary due to suspected malfunction, and the complainant was informed and even signed the meter replacement form. The Department has made a specific statement on page 3 para 2 of their reply that the complainant was personally present at the time of the replacement of the energy meter, and his signature is found recorded on the Meter Replacement Form, along with the signatures of the Junior Engineer and the Lineman. A copy of the meter replacement slip was produced; this document titled "Details of meter replacement" carries the complainant's signature and those of the JE and lineman.
18. In view of the foregoing, the Department has substantially complied with the provisions of paras 6.13, 6.14 and 6.15 of the JERC Supply Code 2018. I find this issue in the affirmative.
19. The next issue for my consideration is whether the Deferred Payment Charges (DPC) were incorrectly calculated in the OTSS Scheme.
20. The complainant claimed that the waiver of DPC granted under the OTSS-2022 was incorrectly calculated. He said the amount waived was Rs. 20,045/-, whereas the waiver amount should have been Rs. 30,803.56/-. This discrepancy resulted in a shortfall of Rs. 10,758.56, which he was forced to pay despite raising objections.

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21. Regulation 20(3) of the JERC CGRF & Ombudsman Regulations, 2024, establishes that the Forum shall only entertain grievances filed up to two years after the cause of action has arisen. The complainant admittedly wrote to the respondents on 17.02.2022, *inter alia* claiming a refund of the excess amount and explicitly stating his objection. The letter demonstrates that the petitioner was aware of the alleged discrepancy by that date. Therefore, the cause of action arose on or before 17.02.2022, when the petitioner asserted his claim for a refund. This complaint was filed on 16.10.2024, more than two years and seven months after the cause of action arose. This exceeds the two-year limitation period prescribed under Regulation 20(3). The filing of the complaint on 16.10.2024, more than two years after the cause of action, renders the complaint – insofar as the claim for refund of the alleged excess DPC amount paid - barred by limitation under Regulation 20(3).
22. The last remaining issue concerns the skirmishes between the complainant and Department officials triggered by the alleged locking of the meter box and breaking of department seals (as alleged by the Department).
23. The complainant claims that he padlocked the meter box to prevent unauthorized access and tampering. This step was allegedly taken in response to prior incidents involving the unilateral replacement of his meter without notice and unexplained changes in billing patterns. He contends that his actions were motivated by a desire to safeguard the meter and ensure transparency in its operation. On the other hand, the respondents contend that the complainant's act of locking the meter box was unauthorized and violated the JERC Electricity Supply Code. They argue that such actions obstruct their access to the meter, essential for routine inspections, maintenance, and billing purposes.




24. At the very outset, the Supply Code mandates that the distribution licensee must always have unrestricted access to the meter. No doubt, the consumer is responsible for the safety of the metering equipment, etc, but that cannot curtail or restrict the former. The respondents claim to have telephonically requested the complainant to remove the padlock on three occasions between 23.11.2023 and 24.01.2024, but the complainant still needed to comply. This effort is in addition to four letters issued between 23.11.2023 and 06.02.2024 informing the complainant about the intent to replace the meter and to permit access. I feel that the matter could have been resolved by the complainant sharing a key with the department, which was not done.
25. It is an admitted fact that meter no. H-009865 was removed and replaced with meter no. SS21552742 on 08.02.2024. It is the Department's case that the meter had to be replaced as they doubted its accuracy in view of "inconsistent readings" and had to break the padlock to gain access and replace it.
26. At the crux of the matter is the testing of the meter by MRT Laboratory, Corlim. The Department claims that the complainant was intimated twice in advance about the test, while the complainant claims that he informed the respondents in writing that he would not be attending the test until such time he received an explanation as to why "false duplicate bills" were issued to him. In my opinion, the Department complied with the statutory procedure of intimating the consumer to attend the meter test. A consumer has a right to be informed about and to witness the test, not the right to veto the testing process. In these circumstances, the Department was well within its power to proceed with the meter testing in the absence of the consumer. The entire data and documentation of the test report have been produced. Against that backdrop, the MRT test report cannot be faulted.

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27. Be that as it may, para 6.36 of the Supply Code 2018 enables the testing of the meter at a third-party facility at the cost of the consumer, which remedy the complainant is always at liberty to avail.

Order.

28. In view of the preceding discussions, I did not find any merit in the complaint. The same is liable to be dismissed and is hereby dismissed. Proceedings closed.
29. The Complainant, if aggrieved, by non-redressal of his/her grievance by the Forum or non-implementation of CGRF order by the Licensee, may make an Appeal in prescribed Annexure-IV, to the Electricity Ombudsman, Joint Electricity Regulatory Commission for the State of Goa and UTs, 3rd Floor, Plot No.55-56, Service Road, Udyog Vihar, Phase-IV, Sector-18, Gurugram-122015 (Haryana), Phone No.:0124-4684708, Email ID: ombudsman.jercuts@gov.in within one month from the date of receipt of this order.


SANDRA VAZ E CORREIA
(Member)