



**BEFORE THE ELECTRICITY OMBUDSMAN, HARYANA**  
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**(Regd. Post)**

**Appeal No. : 1 of 2025**  
**Registered on : 21.01.2026**  
**Date of Order : 09.06.2026**

**In the matter of:**

**Appeal against the order dated 17.12.2025 passed by CGRF, UHBVN Panchkula in case No 218 of 2025**

Shri Hardeep Verma s/o Sh. Vishwas Verma, R/o H.No.787, Sector-T, U.E., **Appellant**  
Ambala City- 134003

Versus

1. The XEN/OP Division, UHBVN, Ambala City  
2. SDO/OP, Modal Town Sub Division, UHBVN, Ambala City **Respondent**

**Before:**

Shri Rakesh Kumar Khanna, Electricity Ombudsman

**Present on behalf of Appellant:**

Shri Hardeep Verma

**Present on behalf of Respondents:**

Shri Ravinder Yadav, SDO  
Shri Raghav Kakkar, Advocate proxy counsel Ms. Apurva Dogra  
Ms. Aakriti Garg, Advocate

### **ORDER**

**A.** Shri Hardeep Verma has filed an appeal against the order dated 17.12.2025 passed by CGRF, UHBVNL, Panchkula in case no. 218 of 2025. The appellant has submitted as under: -

1. That the appellant/ complainant had made a complaint in respect to the outstanding amount against electricity connection A/c No.9856552406, S.L-7.8 KW vide which it was submitted that the electricity connection was released in the name of tenant namely Satinder Kaur w/o Sukhjeet Singh in the premises i.e. SCF No.9, Sector-7, Ambala City on 01-05- 2022. Subsequently, the tenant vacated the premises in August 2023 after clearing all the dues of electricity bills upto August 2023 issued by the department. Thereafter after a span of 15 months i.e. in the month of December 2024, the department issued electricity bill for the period of May 2022 to August 2023 as arrear amounting Rs.7 Lac approx against the said connection.
2. That on dated 03-11-2025, the appellant / complainant was given a personal hearing in the office of Corporate CGRF, UHBVN, Panchkula and a Memo No.7077, Dated 03-10-2025 was also served there wherein after investigation, it was found that -
  - (i) the meter reading 87733 units on dated 30-07-2024 was found ok and accuracy also check in M&T Dkt (copy attached).
  - (ii) the bill issued to consumer for huge amount was due to the negligency of reading agency part. The department also issued explanation call to firm (MRBD Agency) supervisor Aman Kumar and Mahinder with firm M/s Fusion CX Pvt. Ltd. vide Memo No.2664, dated 03-01-2025, 2820 dated 28-02-2025 and 6535 dated 11-07-2025 regarding bogus reading updated in Nigam portal (copy attached).

And finally, the complainant was served a Memo No.Ch- 13/UH/CGRF-218/2025, Dated 04-11-2025 wherein a period of 15 days was given to the complainant to file 'Rejoinder'. Hence the present rejoinder is being filed.

However, it is pertinent to mention here that -

- (i) on dated 03-11-2025, when personal hearing was being conducted regarding the issue, only Memo No.7077, Dated 03- 10-2025 was served to the complainant only whereas the above mentioned copies detailed above in point no. (i) and (ii) were not supplied.
  - (ii) the detail of reading billing is also mentioned in the said Memo No.7077, Dated 03-10-2025 and a word 'PL' is mentioned a number of times in the box of old reading or new reading or consumption. It is very important to take into account of the fact that UHBVN department has installed the electricity meter outside the premises of the complainant and thus the question of 'PL' i.e. premises locked cannot be arisen ab-initio. The department official or the meter reader can access the electricity meter to their sweet-will as per their convenience. The opening or closure of the premises does not matter at all in the present case.
3. That it is the duty of the official of the department or the meter reader to note down the proper reading of the consumption of electricity from the meter installed outside the premises of the complainant and the negligence of the official of the UHBVN department or meter reader cannot be fastened on the appellant /complainant by way of any means.
  4. That the appellant / complainant is owner of the premises in question and the electricity connection in dispute was released in the name of tenant- Satinder Kaur w/o Sukhjeet Singh by the department and this fact has also been admitted in the second para of the Memo No.7077, Dated 03-10- 2025. The tenant rented the premises from 01-05-2022 to August 2023 and then left the same in August 2023 after clearing all the electricity dues. The department should take necessary legal action against negligence on the part of department official or the meter reader and nuisance act of tenant Satinder Kaur w/o Sukhjeet Singh and the liability / penalty should be fastened on the culprits above instead of the appellant / complainant.
  5. That it is indispensable that if the electricity meter and account are in the tenant's name, the tenant is solely responsible for the bill. And when this

fact is in the knowledge of the electricity department, then the complainant cannot be held responsible.

6. That as per HERC Regulations, the appellant/ complainant had filed a grievance before the Ld. Corporate CGRF Panchkula as submitted above and finally, the Ld. Corporate CGRF Panchkula passed an order dated 17- 12- 2025 dismissing the complaint/ grievance and the decision is as follows:  
“ Decision:- After examining the reply of the Respondent SDO, the record available on the file and hearing both the parties, the forum has observed the outstanding amount against the complainant becomes recoverable and the complainant is liable to pay the same in lump After examining the reply of the Respondent SDO, the record available on outstanding in lump sum within one month, the surcharge levied on the same amount be waived the Nigam. Moreover, the Meter Reading Agency is also responsible who has not recorded the arisen. So penalty to the tune of 2% of the outstanding amount of the complainant, is imposed account in his electricity bill. Secondly, the bill during 07/2024 was issued for Rs. 6,84,116/- of 87733 units against reading recorded by the Meter Reading Agency as 88235 after its verification by the Area In-charge of the Sub-Divisional Office. The bill was issued to the consumer for huge amount due to the negligence on the part of meter reading agency. This connection is in the name of Sh. Satvinder Kaur whose connection was disconnected on 16.01.2025 against non- payment of energy charges of Rs. 7,95,032/-. Thereafter, defaulting premises was checked by Sh. Rajinder Singh Area In-charge of the Sub-Divisional Office vide LL-1 No. 28/21777 Dated 22.02.2025 where it was found that electric supply to the defaulting premises was being used from the electric connection from first floor of the same premises bearing Account No. 1933820000 installed in the name of Sh. Hardeep Verma, who is complainant in this case.

The Forum has observed that the connection was liable to be disconnected at the time when the consumer had become defaulter for which SDO & JE Area In- charge concerned are responsible, as the connection was disconnected on 16.01.2025 i.e. about 6 months later. The Forum directs Secretary, Corporate CGRE, UHBVN, Panchkula to endorse the copy of the order to the Chief Engineer/Admn., UHBVN, Panchkula to initiate disciplinary action against the then delinquent Officer/official i.e. SDO & JE/Area In-charge responsible for the lapse on their part.

Therefore, the case is disposed of without cost to either of the parties. As required under Haryana Electricity Regulatory Commission (Forum & Ombudsman) Regulations-2020, the implementation of this decision may be intimated to this office within 21 days from the date of its receipt.

In case the complainant is not satisfied with the decision passed on by this a period of 30 days from the date of receipt of this order of the Forum.”

7. That the Key Points of the impugned order dated 17-12-2025 is as follows :

- (i) the Ld. Corporate CGRF Panchkula directs the SDO/Respondent to waive the surcharge if the complainant pays the outstanding amount in full within one month and restores the connection/supply.
- (ii) the Meter Reading Agency is held responsible for not recording monthly readings, which led to the complainant's grievance. A penalty of 2% of the outstanding amount is imposed on the agency.
- (iii) the bill in question (07/2024) was issued for Rs. 6,84,116/- for 87733 units, based on readings recorded by the Meter Reading Agency.
- (iv) the connection was disconnected on 16.01.2025 due to non-payment of energy charges of Rs. 7,95,032/-.
- (v) the Ld. Corporate CGRF Panchkula observes that the disconnection was the responsibility of the SDO & JE Area In-charge, as the consumer had become a defaulter.
- (vi) the Ld. Corporate CGRF Panchkula directs the Secretary, Corporate CGRF, UHBVN, Panchkula to take disciplinary action against the responsible officer/official.
- (vii) the case is disposed of without cost to either party.
- (viii) the complainant has the right to appeal to the Electricity Ombudsman, HERC, Panchkula within 30 days if they are not satisfied with the decision.

**Hence the present appeal.**

GROUND OF APPEAL :

1. That the order dated 17-12-2025 passed by the Ld. Corporate CGRF, Panchkula thereby rejecting the true assertions is against the law and facts on the file, hence the same is not sustainable in the eyes of law and as such, is liable to be set aside by accepting the present appeal.
2. The the impugned order of the Ld. Corporate CGRF, Panchkula is arbitrary and violates principles of natural justice.
3. That the Ld. Corporate CGRF, Panchkula has not properly appreciated the pleadings and documents produced on record by the appellant and has erred in rejecting the true assertions.
4. That the order passed by the Ld. Corporate CGRF, Panchkula is based on surmises and conjectures and as such the same is liable to be reversed.\
5. That the Ld. Corporate CGRF Panchkula has held in its earlier order dated 03-10-2025 that the electricity connection installed at the property- SCF No.9, Sector-7, Ambala City of the appellant/ complainant was under the tenancy of the tenant namely Satinder Kaur w/o Sukhjeet Singh and the electricity connection was released in the name of tenant Satinder Kaur w/o Sukhjeet Singh in the premises i.e. SCF No.9, Sector-7, Ambala City on 01-07-2022, the

fact of which is duly endorsed in the records maintained in the office of UHBVN.

6. That vide order dated 17-12-2025, it was also found that the Meter Reading Agency was responsible and at fault while not recording monthly readings, which led to the complainant's grievance. A penalty of 2% of the outstanding amount is imposed on the agency. Thus inspite of knowing all the veracities of the caee under consideration, the Ld. Corporate CGRF, Panchkula has erred in dismissing the grievance and true assertions of the appellant/ complainant in toto while not giving any constructive relief which the appellant deserves as per law/ legal judgments.

Legal precedents establish that a tenant is directly liable for his own utility payments and failure to pay does not transfer liability to the landlord/ owner which isa s follows :

(i) Landlords cannot be held liable for the electricity bills incurred by their tenants. This principle is supported by the ruling that *"landlords are not responsible for the actions of their tenants under Section 135 of the Electricity Act, which pertains to the theft of electricity. The court quashed an FIR against a landlord, emphasizing that no offense was made out against them for the tenant's actions Jainendra Kumar Singh @ Jainendra Singh VS Bihar State Electricity Board - Patna (2014)"*

(ii) *"A landlord must inform the electricity board about the tenancy in the prescribed manner to avoid liability for the tenant's electricity consumption. If the landlord fails to notify the electricity board properly, they may be held liable for the unpaid electricity bills of the tenant. This was highlighted in a case where the landlord's failure to provide a copy of the lease deed led to their liability for the tenant's arrears M. K. M. Aboobacker VS The Chief Engineer, Pondicherry - Madras (2010)."*

*In the present matter, the appellant / complainant had duly submitted an affidavit regarding ownership of the premises when the electricity connection in dispute was released in the name of the tenant Satinder Kaur w/o Sukhjeet Singh and the fact of tenancy and usage of electricity by the tenant in the premises was duly engraved in the records of the electricity department. So the appellant / complainant is not liable to pay any arrears as claimed by the department on the ground of the settled principles of law.*

7. That the appellant/ complaiant had also cited one *judgment/ order dated 18-12-2012 of the complaint no. UH/CGRF- 657 of 2012 in the matter of complainant 'Harjinder Kaur ro H.No.E-20, Industrial Area, Yamunanagar versus XEN Op Division, UHBVN, Yamiunanagar, Date of Institution 31- 10-2012 and Date of Decision 18-12-2012'* wherein the same preposition was there as the appellant/ complainant is suffering from. The copy of the detailed order was also given to the Ld. Corporate CGRF, Panchkula but no conscious hearing was given to the appellant/ complainant on this account also and the Ld. Corporate CGRF,

Panchkula was only inclined to drag the appellant into the bracket of accused/ defaulter and thus the impugned order under challenge was passed.

8. That the connivance of meter reading agency and officials of electricity department with the tenant of the premises has led the appellant/ complainant to run pillar to post but no efficacious results are drawn till today by the appellant, hence the present appeal before the Ld. Electricity Ombudsman, HERC, Panchkula.
9. That the Ld. Corporate CGRF, Panchkula has not appreciated the contention raised during course of arguments and case law referred by the appellant in right prospective while rejecting the true assertions of the appellant.
10. That the Ld. Corporate CGRF, Panchkula has totally ignored the legal proposition in toto while rejecting the true assertions of the appellant without application of mind which is a procedural lapse and as such the order of the Ld. Corporate CGRF, Panchkula is liable to be set aside and the present appeal is liable to be accepted.
11. That the Ld. Corporate CGRF, Panchkula has erred while passing order dated 17-12-2025 by not citing/ mentioning any supreme court order or citation or particulars while dismissing and rejecting the true assertions which is a procedural lapse and on this score alone, the said order is liable to be set aside.
12. That there are sufficient and plausible reasons to set aside the impugned order under challenge passed by the Ld. Corporate CGRF, Panchkula and for the acceptance of the present appeal.
13. That there is very good prima facie case in favour of the appellant and against the respondent.
14. That there is no inordinate delay while filing the present appeal and the present appeal is filed within 30 days from the date of receipt of the order of the Ld. Corporate CGRF, Panchkula.

#### Prayer

It is humbly prayed that the Hon'ble Ombudsman may kindly:

1. Set aside the impugned order dated 17-12-2025 passed by the Ld. Corporate CGRF, Panchkula being wrong, illegal, null and void.
2. Impugned disputed bill be quashed/cancelled or modified in view of facts and circumstances of the present matter as mentioned above in detail.
3. Reconnect service/ electricity connection.
4. Set aside irrational and illegal demand (as per order dated 17-12-2025 passed by CGRF, Panchkula) -

Total Bill Amount	Rs.8,30,405/-
Surcharge	Rs. 44,960/-
Net Payment Total	Rs.7,85,445
5. Raise monthly electricity bill of the connection under consideration after reconnection lawfully.
6. Award compensation cost of Rs. 1,00,000/- In view of the harassment meted out to the applicant.
7. Grant any other equitable relief deemed fit.

**B.** The appeal was registered on 21.01.2026 as an appeal No. 1 of 2026 and accordingly, notice of motion to the Appellant and the Respondents was issued for hearing the matter on 18.02.2026.

**C.** The hearing in this matter was held on 18.02.2026 as scheduled. Both the parties were present during hearing. However appellant Sh. Hardeep Verma was available through VC.

It was observed that as per Regulation 3.18 (iii) of the HERC (Forum & Ombudsman) Regulations, 2020, the appellant is required to deposit 40% of the amount assessed by the Forum (inclusive of any amount already deposited) with the Licensee in cash or through demand draft payable at the headquarters of the concerned sub-division, and furnish documentary evidence of such deposit, as a prerequisite for the appeal to be entertained. The amount assessed by the Corporate CGRF in its order dated 17.12.2025 is Rs.7,95,032/-. Accordingly, the appellant is required to deposit 40% of this amount, i.e., Rs.3,18,013/- (Rupees Three Lakh Eighteen Thousand and Thirteen only), with the Licensee.

During the hearing, the appellant informed that he has given the ground floor of the said premise on rent basis to tenant Sh. Satinder Kaur W/o Sukhjeet Singh, in the premise i.e. SCF No. 9, Sector-7, Ambala City on 01.05.2022. Subsequently, the electricity connection was released in the name of the tenant and the bills being raised by the Nigam from time to time as per the reading mentioned in the bill were paid by the tenant on due date. Subsequently, after some time, the tenant left the premises and thereafter the Nigam raised a bill based on the reading accumulated in the meter. The reason for the accumulation was found to be the manual punching of the reading by the meter reader of the billing agency who was given the work order for the meter reading by the higher authority of the UHBVN. There have been lapses on the part of the meter reader of the billing agency who has been responsible in the matter but the liability is fastened with the owner of the premise i.e. the appellant in the present case.

Furthermore, it was informed by the SDO Operation Model Town that the earlier connection of the tenant was also traced wherein it was found that the same was also got disconnected on the basis of defaulting amount.

The counsel for the respondent mentioned that they have recently received the copy of engagement letter therefore they may be given at least 7 days time to submit the reply in the matter.

The request was considered and in the meantime, the order passed by CGRF to adjust the penalty deducted from the account of the MRBD agency may be adjusted in the account of the consumer as the role of billing agency could not be ruled out.

However, it was also directed to the SDO to come up with the contract agreement of the MRBD agency to ascertain the responsibility in such type of the accumulation of the reading cases and the modality of the department to tackle such issues.

It was further desired that the billing record of the consumer be also searched from the consumer database to ascertain any other connection being used by the tenant in the name of which the connection was originally released from consumer database of UHBVN by taking help of IT wing as prima facie it appears that the consumer is habitual of defaults in paying Nigam's dues.

Directions:

1. The appellant shall deposit Rs.3,18,013/- (40% of the assessed amount of Rs.7,95,032/-) with the Licensee in cash or through demand draft payable at the headquarters of the concerned sub-division within 7 days from the date of this order and submit documentary evidence of the same to this office and the respondents.
2. The respondents shall submit their reply within 7 days from the date of this order, incorporating the required details on the MRBD agency contract agreement, responsibility for reading accumulation cases, departmental modalities to handle such issues, and the searched billing records from the consumer database with assistance from the IT wing.
3. The penalty amount as per the CGRF order shall be adjusted in the consumer's account will be adjusted subsequently after the final decision.

The matter is schedule for further hearing on 10.03.2026.

**D.** On 09.03.2026, counsel of the respondent has submitted reply which is as under:-

**MOST RESPECTFULLY SHOWETH:**

1. That, the present Reply is being filed by The SDO Operation, Modal Town Sub Division, UHBVN, Ambala City having office at Vidyut Sadan to the Appeal filled before the Electricity Ombudsman Haryana bearing Appeal No. 01/2026(the "**Appeal**").
2. That, it is most respectfully submitted that no averments, statements, submissions, grounds, contentions, or allegations made by the Appellant in the Appeal shall be admitted or deemed to be admitted for reason of non-traverse or otherwise save and except these are expressly admitted herein.
3. That the present appeal is misconceived, legally untenable and liable to be dismissed at the threshold, as the order dated 17.12.2025 passed by the Ld. Corporate CGRF is lawful, reasoned and passed after due consideration of the record. **Brief Facts:**
4. That, the Appellant/Complainant is the owner of the property, having electricity connection bearing A/c No. 9856552406, with S.L- 7.8 KW installed at premises SCF No. 9, Sector-7, Ambala City which was released in the name of the

consumer/tenant namely Satinder Kaur w/o Sukhjeet Singh on May 01, 2022. The said connection remained active for the relevant period starting May 2022 till August 2023 and consumption was recorded through the installed meter.

5. That, upon scrutiny of the billing record, it was observed that the actual reading pertaining to the period of May 2022 to August 2023 had not been properly accounted for because of the erroneous reading of the meter reading agency.
6. That, the meter reading of 87733 units dated 30.07.2024 was verified by the Respondents and it was found that the actual consumption was recorded incorrectly . Thereafter a revised bill was issued after the inspection was carried out by the respondents wherein it came to the notice of the respondents that the actual consumption/reading of the data was not being recorded. Subsequently the revised bill was raised by the respondents. The amount raised against the connection denotes the accurate electricity charges for energy actually consumed at the premises and therefore it is legally recoverable from the consumer.
7. That, an action had already been initiated against the meter reading agency for negligence in uploading incorrect readings and necessary explanation calls were made to the officials concerned. However, the concerned action doesn't absolve the consumer from paying the electricity charges for the energy consumed.
8. That, the Appellant was afforded due opportunity of hearing before the CGRF, Panchkula on 03.11.2025 and relevant memo dated 03.10.2025 was duly served. Thereafter, Memo dated 04.11.2025 Was issued granting time to file rejoinder.
9. That after considering the record, submissions of the parties, and verification reports, the learned CGRF vide order dated 17.12.2025 rightly held that the outstanding amount against the connection is payable by the consumer and recoverable as per rules. However, the surcharge component was ordered to be waived subject to payment of the principal amount within the stipulated period.
10. That the connection was subsequently disconnected on 16.01.2025 due to non-payment of outstanding dues amounting to Rs. 7,95,032/-. During inspection thereafter, it was also noticed that supply to the defaulting premises was being drawn from another connection in the same building, indicating continued use of electricity despite default. That the Appellant was found guilty of resale of power in LL-1 Checking Report bearing book No. 21777 and Sr. No. 28 dated 22.02.2025, meter Sr. No. 5107650 Account No. 1933820000. It is further pertinent to mention here that the respondents have also carried out videography of the entire inspection process which would be supplied as and when required by this Hon'ble Commission. A copy of the Final assessment order is annexed hereto and marked as **ANNEXURE-R**
11. That the present proceedings initiated by the appellant are therefore misconceived and liable to be dismissed as the bill has been raised strictly on the basis of verified meter reading and actual consumption recorded at site.

**OBJECTIONS TO THE PRESENT APPEAL**

**FAILURE TO INFORM THE VACATION OF THE TENANT AND FAILURE TO SEEK DISCONNECTION**

- 12. That, the Appellant concealed the material fact that after the tenant allegedly vacated the premises in August 2023, the Appellant neither informed the answering Respondent Department about the said vacation nor submitted any request for disconnection of the electricity connection.
- 13. It is submitted that the electricity connection continued to remain live at the premises and no application for permanent disconnection, final reading, or closure of account was ever moved by the Appellant. In the absence of any such request, the department had no reason to disconnect supply or stop billing and the electricity account continued in normal course. It is a settled condition of supply that the owner or the consumer is under the obligation to inform the department regarding any change of occupancy or if the premises aren't in use. The Appellant having failed to discharge this responsibility cannot now raise a dispute regarding accumulated dues. The electricity connection was permanently discontinued on dated 11.01.2025 and a copy of the same is annexed hereto and marked as **ANNEXURE R-1.**

**THE CONTINUED DRAWAL OF ELECTRICITY SUPPLY FROM THE DEFAULTING PREMISES ACCOUNTING TO RESALE OF POWER/ UNAUTHORIZED USE OF ELECTRICITY**

- 14. That, during inspection conducted by the department officials, it was found that the electricity supply at the premises in question was drawn from the defaulting premises. The inspection report clearly established that the supply was running from the said meter registered in the name of the Appellant and the case was accordingly booked under unauthorized use/ resale of electricity as per applicable rules. The continued drawal of supply itself proves that the connection remained operational and was used for benefitting the premises, irrespective of the Appellants plea regarding vacation by the tenant. The inspection report is annexed hereto and marked as **ANNEXURE R-2.**
- 15. That, the Appellant cannot be permitted to take advantage of his own lapse and shift the lawful financial liability upon the answering respondents. The demand raised by the respondents is therefore legal, justified, and fully enforceable under the applicable electricity regulations:

<b>ISSUED MONTH</b>	<b>PERIOD</b>	<b>OLD READIN G</b>	<b>NEW READIN G</b>	<b>CONSU MPTIO N</b>
9/2022	4/7/2022 to 30/09/2022	0	130	130
11/2022	30/09/2022 to 30/11/2022	130	240	110
01/2023	30/11/2022 to 31/01/2023	240	268	28
3/2023	31/01/2023 to 29/03/2023	268	398	130
5/2023	29/03/2023 to 31/05/2023	398	502	104
7/2023	31/05/2023 to 31/07/2023	502	PL	88
11/2023	31/07/2023 to 30/11/2023	PL	PL	136
01/2024	30/11/2023 to 30/01/2024	PL	PL	88

03/2024	30/01/2024 to 27/03/2024	PL	PL	82
5/2024	27/03/2024 to 31/05/2024	PL	PL	PL
7/2024	31/05/2024 to 30/07/2024	502	87733	87231
9/2024	30/07/2024 to 30/09/2024	88235	PL	12768
11/2024	30/09/2024 to 29/11/2024	88235	94034	5798
01/2025	29/11/2024 to 24/01/2025	94034	94458	422
02/2025	25/01/2025 to 26/01/2025	0	484	206 AVG

In view of the above facts and submissions made hereinabove, it is most respectfully submitted that the present appeal is devoid of any merit. The record clearly establishes that the electricity connection remained live at the premises, no intimation regarding the vacation of the premises by the tenant was ever furnished, no request for disconnection was submitted and departmental investigation further confirmed continued drawal of electricity from the installed meter in Appellants name. The answerable respondents have acted strictly in accordance with the applicable regulations and thus the demand raised is lawful and enforceable.

- E.** The hearing in this matter was held on 10.03.2026 as scheduled. Both the parties were present during hearing.

**Background & Previous Proceedings** The instant appeal arises out of the order dated 17.12.2025 passed by the Ld. Corporate CGRF, UHBVN, Panchkula whereby the outstanding demand of ₹7,95,032/- (principal) raised against the Appellant's connection bearing A/c No. 9856552406 / 1933820000 installed at SCF No. 9, Sector-7, Ambala City was upheld, though surcharge was waived subject to payment of principal within the stipulated period. The demand originated from a massive revision of bills after detection of erroneous average billing for the period May 2022 to August 2023 allegedly caused by the meter reading agency (MRBD). The connection was permanently disconnected on 11.01.2025 and a case of unauthorised use / resale of electricity was booked on 22.02.2025 (LL-1 Checking Report Book No. 21777, Sr. No. 28).

Vide previous interim order bearing reference No. 126096990 dated 06.03.2026, the Appellant was directed to deposit 40% of the principal demand. In compliance thereof, the Appellant has today deposited a sum of ₹3,18,013/- through cash collection counter vide Receipt Reference No. 126096990 dated 06.03.2026 (copy placed on record).

1. **Submissions during hearing** The Respondent-SDO informed the Forum that:
  - (i) the matter has been taken up with SDO (Op.), Chaurmastpur Sub-Division for verification of any connection being availed by Smt. Baljeet Kaur w/o Sh. Sukhjeet Singh (the erstwhile tenant); and
  - (ii) the security deposit of the concerned MRBD agency has been withheld.

The Appellant, on the other hand, placed on record specific information gathered by him through independent inquiry that Smt. Baljeet Kaur w/o Sh. Sukhjeet Singh (and her husband Sh. Sukhjeet Singh s/o Sh. Didar Singh, r/o Village Niharsi, PO Udaypur, Distt. Ambala) are still availing electricity supply through a connection under SDO (Op.), Chaurmastpur Sub-Division while the instant demand raised in Modal Town Sub-Division remains unpaid.

2. **Observations of the Forum** The Electricity Ombudsman has perused the entire record including the detailed Reply dated 20.02.2026 filed by the Respondent along with its annexures (Final Assessment Order, Permanent Disconnection Order dated 11.01.2025, LL-1 Checking Report and the billing abstract showing average billing followed by sudden reading of 87,733 units on 30.07.2024).

While the Respondent has correctly highlighted the Appellant's failure to intimate vacation of premises and non-submission of disconnection request, the reply is conspicuously silent on the complete absence of any coordinated action with SDO (Op.), Chaurmastpur Sub-Division where the same tenant couple is stated to be continuing to enjoy supply. This omission reflects a perfunctory, paper-work oriented approach rather than a result-oriented strategy to recover the dues from the actual beneficiaries of the energy consumed.

The Forum expresses serious dissatisfaction over the fact that the Nigam continues to pursue the landlord (a third party who claims to have let out the premises) while the primary defaulters-who have allegedly defaulted in two different sub-divisions by exploiting average billing through alleged connivance with meter readers-remain untraceable and un-proceeded against.

The Forum is of the considered view that the modus operandi allegedly adopted by the tenant couple warrants stringent and immediate action by the Nigam, including but not limited to:

- Transfer of the entire outstanding dues to any connection currently being used by the said tenant couple; or
  - Any other legally tenable recovery mechanism so that the public exchequer does not suffer on account of internal coordination failure between two sub-divisions of the same Nigam.
3. Directions In view of the above and in the interest of justice, the following directions are issued:

**(A) Documents from Appellant:** The Appellant shall, within two days from the date of this order, submit:

- (a) a certified copy of the rent agreement executed with Smt. Baljeet Kaur w/o Sh. Sukhjeet Singh; and

(b) a specific undertaking on a non-judicial stamp paper of ₹100/- affirming the facts stated in the appeal and during hearing. In case of non-compliance, the appeal shall be liable to be rejected summarily in terms of Clause 3.18 of HERC Regulations (Electricity Supply Code) 2020 without any further reference.

**(B) Action by the Respondent**

- (i) Restoration of supply: Since the Appellant has deposited ₹3,18,013/- (40% of the principal demand) in compliance with the previous interim order, the Respondent is directed to restore the electricity supply to the Appellant's connection forthwith and in any case not later than 48 hours from the date of receipt of this order.
- (ii) Surcharge: Levy of surcharge on the outstanding principal amount shall remain stayed till the final adjudication of this appeal.
- (iii) Security of MRBD Agency: The security deposit / amount withheld of the concerned meter reading agency shall continue to be withheld till further orders.
- (iv) Action Plan for recovery from actual defaulter: The Respondent-Nigam is granted 20 days' time (i.e. up to 30.03.2026) to file a comprehensive, time-bound Action Plan along with affidavit of the Executive Engineer (Op.) Division, Ambala City, Ambala, detailing the steps taken / proposed to be taken for recovery of the dues from Smt. Baljeet Kaur w/o Sh. Sukhjeet Singh and her husband, including coordination with SDO (Op.), Chaurmastpur Sub-Division, Vigilance Wing and/or police authorities. The Nigam is expected to demonstrate concrete, result-oriented action on the ground rather than routine correspondence.
- (v) Scrutiny of other cases: The Respondent shall also get scrutinised all cases in Model Town Sub-Division where consumers were billed on average basis for prolonged periods and shall take corrective action for raising bills on actual consumption so as to prevent similar accumulation of dues.

The matter is schedule for further hearing on 08.04.2026.

**F.** The hearing in this matter was held on 08.04.2026 as scheduled. The Respondent-SDO appeared in person, while the counsel for the Respondents and the Appellant participated through Video Conference. During hearing the Respondent-SDO informed that:

- (i) Proceedings under the Land Recovery Act have been initiated by the SDO (Op.), Chaurmastpur Sub-Division in respect of the husband of Smt. Satinder Kaur (the tenant in the premises of the Appellant).

- (ii) All necessary and legally permissible actions are being taken to trace any property or electricity connection(s) held by the tenant of Shri Hardeep Verma i.e. Smt. Satinder Kaur or her husband; however, no success has been achieved till date.
- (iii) With regard to the Appellant's request made vide e-mail dated 25.03.2026 (05:06 P.M.) for restoration of both connections, it was clarified that only the connection standing in the name of the Appellant i.e. Account No. 1933820000 can be restored. The second connection bearing Account No. 9856552406, which was in the name of Smt. Satinder Kaur (tenant of the Appellant), has already been disconnected on account of default and the outstanding dues thereof have been transferred to the Appellant's account as owner of the premises. The Appellant conveyed his consent to the aforesaid position.

The Electricity Ombudsman specifically inquired about compliance of Direction (pertaining to the appellant) of the interim order dated 10.03.2026, whereby the Appellant was required to submit:

- (b) a specific undertaking on a non-judicial stamp paper of ₹100/- affirming the facts stated in the appeal and during hearing.

It was noted that the Appellant has still not submitted the said documents/undertaking.

In view of the above and in the interest of justice, the following directions are issued:

**(A) Action to be taken by Appellant and to be submitted with respondent.**

The Appellant is directed to submit the following documents positively within three (3) days from the date of receipt of this order:

- (a) Specific undertaking on a non-judicial stamp paper of ₹100/- affirming the facts stated in the appeal and during hearing.

In case of non-compliance, the appeal shall be liable to be rejected summarily in terms of Clause 3.18 of the HERC Regulations (Electricity Supply Code) 2020 without any further reference or notice.

**(B) Action to be taken by respondent.**

The Respondents shall take further necessary action for recovery of the dues in accordance with law, including the proceedings already initiated under the Land Recovery Act.

- (C) The Respondent-SDO, vide letter bearing Memo No. 65 dated 08.04.2026, requested the next date of hearing in the last week of May 2026, as the notice under the Land Recovery Act is yet to be delivered.

The request is accepted. The matter is now scheduled for further hearing on 29.05.2026.

**G.** On 29.05.2026, respondent SDO has submitted as under:-

“In this context, it is intimated that the interim order was passed by your good self on dated 08/04/2026 of subject cited appeal,

“The respondent SDO vide letter bearing Memo no. 65 dated 08/04/2026 request the next date of hearing of May 2026, as the notice under the Land Recovery Act is yet to be delivered”.

It is submitted that the notice issued to consumer Sh. Sukhjeet Singh S/o Sh. Didar Singh Vill. Rasulpur by SDO OP Sub Division, UHBVN Chaurmastpur vide his office Memo No. CMP-1258 dated 08/05/2026 (copy attached) and the same was sent to The Deputy Commissioner Ambala for proceeding under Haryana Government Electrical Undertaking Dues Recovery Act-1970 read with Land recovery Act vide his office Memo No. CMP-1494 dated 27/05/2026 (copy attached).

This is for your kind information and necessary action, please.”

**H.** The hearing in the above matter was held on **29.05.2026** as scheduled.

During the course of hearing, the Electricity Ombudsman inquired about the status of compliance of the directions issued vide interim order dated **08.04.2026**.

It was noted that the Appellant has complied with the directions by submitting the requisite undertaking vide email dated **11.04.2026 (20:13 hrs)**.

The Respondent-SDO informed the Forum that the application under the **Land Recovery Act** in respect of the dues recoverable from the tenant (Smt. Satinder Kaur) and her husband has been submitted to the competent authority.

When queried whether the notice under the Land Recovery Act has been issued by the competent authority, the Respondent-SDO submitted that he would ascertain the updated status after discussion with the SDO, Chaurmastpur Sub-Division, Ambala (the office which had initiated the proceedings) and apprise this Forum accordingly.

The Electricity Ombudsman also inquired from the Appellant regarding the steps taken by him for recovery of the outstanding dues from his tenant on account of breach of the tenancy agreement. The Appellant submitted that he is in consultation with his legal counsel and is in the process of initiating appropriate legal proceedings in the matter.

## **DIRECTIONS**

After careful consideration and in the interest of justice, the following directions are issued:

### **(A) Action by Respondents:**

The Respondent-SDO, through the XEN, Operation Division, UHBVN, Ambala City, is directed to submit a **detailed status report in the form of an affidavit** covering:

1. The complete details of the application filed under the Land Recovery Act, including the date of filing, authority before whom filed, and current status.
2. Efforts made so far for recovery of the outstanding dues.
3. Whether notice under the Land Recovery Act has been issued or not, and if issued, the date of issuance and current progress.

The affidavit as mentioned on prepage, duly supported by relevant documents, shall be submitted positively within **seven (7) days** from the date of receipt of this order.

**(B)** The case is reserved for passing of the **Final Order** after receipt of the above affidavit and documents from the Respondents. No further adjournment shall be granted in the matter except for cogent and compelling reasons.

Both parties are directed to ensure strict compliance of the above directions.

- I.** In compliance of interim order dated 29.05.2026, Xen/OP Ambala City on 04.06.2026 has submitted copy of reply and affidavit as submitted by SDO 'OP' Sub Division, Model Town, UHBVN, Ambala city vide his office memo no. 575 dated 04.06.2026 which is as under:-

"I, Mr. Ravinder Kumar Yadav S/O Sh. Balbir Singh aged about 45 years, do solemnly affirm and state as follows:

1. That, I am the working Sub Divisional Officer (SDO), Model Town Sub Division, Utter Haryana Bijli Vitran Nigam (UHBVN), Ambala City. I am well conversant with the facts and circumstances of the present case and I am competent to swear this Affidavit on behalf of the Respondent.
2. That, the Hon'ble Electricity Ombudsman, Haryana vide Interim Order dated May 29, 2026 in Appeal No 1 of 2026 whereby directed the Respondent-SDO (OP) to submit a detailed status report in the form of affidavit covering the following:

"A. The complete details of the application filed under the Land Recovery Act, including the date of filing, authority before whom filed, and current status.

B. Efforts made so far for recovery of the outstanding dues.

C. Whether notice under the Land Recovery Act has been issued or not, and if issued, the date of issuance and current progress."

A. DETAILS OF THE APPLICATION FILED UNDER THE LAND RECOVERY ACT

3. That, the Respondent-SDO (OP), Model Town Sub Division, UHBVN, Ambala city submitted an application dated May 27, 2026 vide Memo No. CMP-1494 before the Deputy Commissioner, Ambala, being the competent authority requesting to initiate a recovery proceedings under the Haryana Government Electrical Undertaking Dues Recovery Act, 1970 read with Land Revenue Act. The said application was filed to treat the outstanding dues as arrears of Land Revenue and to initiate recovery proceedings against the Appellant. A copy application dated May 27, 2026 vide Memo No. CMP-1494 is annexed herewith as Annexure A-1.

B. EFFORTS MADE FOR RECOVERY OF OUTSTANDING DUES

4. That upon verification of the outstanding dues recoverable from the Appellant. As recorded vide Memo No. 528/ MTCA dated May 29, 2026, wherein it was specifically intimated that Notice No. 1258 dated May 8, 2026 had already been issued to the consumer and the said matter had been forwarded to the Deputy Commissioner, Ambala for taking further action under the Land Recovery Act. A copy of Memo No. 528/ MTCA dated May 29, 2026 thereof is annexed herewith as Annexure A-2.

5. That, the Respondent referred the case to the Deputy Commissioner, Ambala, vide Memo No. CMP-1494 dated May 27, 2026 initiated recovery proceedings in accordance with the provision of Haryana Government Electrical Undertaking Dues Recovery Act, 1970 read with the Land Revenue Act.

C. STATUS OF NOTICE AND STAGE OF PROCEEDINGS

6. That, in pursuance of the recovery proceedings initiated under the provisions of the Land Recovery Act, 1970, a notice bearing Memo No. CMP-1258 dated May 08, 2026 was issued by the Respondent-SDO (OP), Sub-Division, Chaurmastpur, to Sh. Sukhjeet Singh (Tenant), calling upon him to clear the outstanding dues within a period of seven days, failing which further recovery proceedings were liable to be undertaken in accordance with law. A copy of the said notice is annexed herewith and marked as Annexure A-3.

**ORDER**

**1. Brief Facts of the Case**

The **Appellant, owner of SCF No. 9, Sector-7, Ambala City, is aggrieved by the CGRF order dated 17.12.2025** upholding a revised demand of ₹7,95,032/- (principal) raised against Account No. 9856552406 (S.L. 7.8 kW). The connection

was released on 01.05.2022 in the name of the tenant, Smt. Satinder Kaur w/o Sh. Sukhjeet Singh.

The tenant occupied the premises from 01.05.2022 to August 2023 and cleared bills up to that period. After vacation, a massive revised bill for May 2022–August 2023 was issued in December 2024 due to erroneous/average billing ("PL" entries) by the Meter Reading and Bill distribution (MRBD) agency (M/s Fusion CX Pvt. Ltd.). The meter reading jumped to 87,733 units on 30.07.2024.

The Appellant approached the CGRF. During proceedings, the Nigam admitted negligence by the reading agency and issued explanation calls (Memo Nos. 2664 dated 03.01.2025, 2820 dated 28.02.2025, and 6535 dated 11.07.2025). However, liability was fastened on the Appellant being owner. The connection was permanently disconnected on 11.01.2025, with additional allegations of unauthorized use/resale (which is also dealt against the rules/guidelines laid as per electricity act).

The Appellant filed this appeal under Section 42(6) of the Electricity Act, 2003 read with HERC (Forum & Ombudsman) Regulations, 2020. In compliance with Regulation 3.18(iii), he deposited ₹3,18,013/- (40% of the assessed amount) pursuant to the interim order dated 18.02.2026.

Subsequent interim orders (dated 10.03.2026, 08.04.2026, and 29.05.2026) directed:

- Restoration of supply (complied).
- Recovery action against the tenant under the Haryana Government Electrical Undertaking Dues Recovery Act, 1970 read with Land Revenue Act.
- Withholding of MRBD agency security and departmental inquiry.
- Submission of rent agreement and undertaking by the Appellant (complied).

The Nigam filed replies and affidavits detailing partial recovery efforts, including referral to Deputy Commissioner, Ambala, and notices to the tenant/husband.

## **2. Contentions of the Parties**

**Appellant:** The demand arose solely due to the Nigam's/MRBD agency's gross negligence in meter reading. The meter is installed outside the premises, making "PL" (premises locked) entries impossible. The tenant is the primary consumer; the owner cannot be vicariously liable for the tenant's default, especially after vacation and payment of regular bills. The Nigam failed to coordinate across sub-divisions (tenant's other default in Chaurmastpur) and take action against the agency. Independent inquiries by appellant himself confirmed the tenant's/her husband habitual default. This brings out the gross level negligence and questions to

working/vigilance mechanism of Nigam wherein appellant himself is working and investigating facts and respondent department is sitting cross legged.

**Respondents (Nigam):** The owner is liable as per supply code provisions for dues on his premises. Action was initiated against the agency, but this does not absolve the consumer/owner. Recovery under Land Revenue Act is underway. The tenant vacated without disconnection request.

### 3. Analysis and Findings

This Forum has carefully perused the appeal, replies, affidavits, annexures, interim proceedings, and relevant records.

**3.1 Liability of Owner vs. Tenant** Under Clause 2.2 and related provisions of the **HERC Electricity Supply Code Regulations, 2014** (as amended), supply is released to the applicant (here, tenant with landlord's implied consent via rent agreement dated 30.05.2022). Regulation 5.1/5.2 and standard undertakings require security, but primary liability for consumption rests with the person in whose name the connection stands and who benefits from supply.

However, in cases of tenant default, the owner of the premises bears residual liability under Nigam instructions (Compendium of Instructions/Sales Circulars) to protect the licensee's revenue, especially where vacation is not formally intimated and disconnection not requested (as noted in CGRF order and Nigam reply). This is balanced by the licensee's duty under Section 43 of the Electricity Act, 2003 (duty to supply) and principles of natural justice. The owner is not an insurer against agency negligence.

But it is noted with concerned, had the owner/appellant approach Nigam for getting final bill /PDCO of the connection in the name of the tenant at the time of evacuation of the premises by the tenant, the matter would have copped up earlier and the instant dispute could have been avoided.

**3.2 Billing Error and Agency Negligence** The record conclusively establishes that the huge demand resulted from prolonged average/"PL" billing by the MRBD agency, despite the meter being accessible outside. The Nigam itself admitted this in Memo No. 7077 dated 03.10.2025 and issued show-cause notices to supervisors (who don't have any decision making power and have not been made party for the financial penalty on the MRBD agency and the delinquent MRBD official who actually did not took the reading. This constitutes deficiency in service and violation of billing norms (e.g., Sales Instruction on provisional billing reduction, action plans for erroneous bills under U-09/2024 SOP, and advisory for abnormally high bills).

The licensee cannot shift the entire burden of its agent's lapses onto the consumer/owner (principles under Section 56, Electricity Act, 2003, and consumer

protection jurisprudence). Surcharge waiver was already partial in CGRF order; further relief is warranted.

**3.3 Recovery from Actual Defaulter** The Nigam's failure to promptly coordinate with Chaurmastpur Sub-Division and pursue the tenant (who defaulted elsewhere) is a serious lapse. Proceedings under the Dues Recovery Act, 1970 are noted but appear delayed. The tenant's rent agreement and Aadhaar details provide sufficient basis for targeted recovery but in the instant case being limited to jurisdiction/legal matter being related to lesser and lessee only.

**3.4 Departmental Accountability** Lapses by field staff (failure to verify provisional billing) warrant accountability to deter recurrence.

#### 4. Relief and Directions

In exercise of powers under Section 42(6) of the Electricity Act, 2003, HERC (Forum & Ombudsman) Regulations, 2020, and principles of natural justice, the following order is passed:

1. **Adjustment and Final Demand:** The Nigam shall adjust:
  - Adjust the security deposit by the tenant in favor of appellant in the ibid matter.
  - Penalty of ₹3,500/- each on the then SDO, JE, CA, Ledger Keeper in-charge.
  - Maximum recoverable penalty from the MRBD agency's security deposit (to be quantified by a Committee comprising SE(OP) Ambala, SE(CBO) Panchkula (being the then Xen/OP Ambala City), and XEN(OP) Ambala City, being (the then SDO/OP Modal Town, Ambala City). The Appellant's account shall be credited accordingly within 30 days.
  - The final adjusted principal demand (after above adjustment of the maximum recoverable penalty, penalty imposed on the delinquent official and minus ₹3,18,013/- already paid) the final settled amount duly audited shall be communicated to the Appellant.
2. **Surcharge:** No surcharge shall be levied on the adjusted principal amount during the pendency of this appeal and for three equal installments thereafter (bi-monthly) after the issue of this order.
3. **Installments and Payment:** The Appellant, as principal owner, shall deposit the adjusted balance amount as decided in point number 1 in three equal monthly installments without surcharge from the date of issue of this order. Supply shall not be disconnected for non-payment of these installments, subject to timely deposit. Current bills must be paid regularly without any relation to the order issued in the appeal no. 1 of 2026.
4. **Recovery from Tenant:** The Respondents shall pursue aggressive recovery from Smt. Satinder Kaur and Sh. Sukhjeet Singh under the Dues Recovery Act, 1970, including transfer of dues to any other connection(s), coordination with Vigilance/Police, and property attachment. Progress report shall be filed within 30

days before Chief Engineer/OP, Panchkula and SE/OP Panchkula to be reviewed on regular basis.

5. **Systemic Corrections:**

- The Committee (as in point no. 1 above) shall scrutinize similar average/PL billing cases in Model Town Sub-Division and adjust recoveries from agency security to protect other consumers and financial penalty on the MRBD agency to avoid harassment of the consumer due to erecting billing by the billing agency.
- Nigam shall ensure strict compliance with billing SOPs and MRBD contracts to prevent accumulation.

6. **Compliance Timeline:** Complete action (adjustments, final bill, report) within 30 days of this order. Liberty to seek clarification if needed.

The appeal is **partly allowed** in the above terms. The CGRF order stands modified accordingly.

The instant appeal is disposed of accordingly.

Both the parties to bear their own costs.

File may be consigned to record.

Given under my hand on 9<sup>th</sup> June, 2026.

Sd/-

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

**Dated:09.06.2026**

**CC:**

**Memo No.955-61/EO/HERC/Appeal No. 1/2026**

**Dated:11.06.2026**

To

1. Name: Hardeep Verma s/o Sh.Vishwas Verma, R/o H.No.787, Sector-T, U.E., Ambala City- 134003 Mobile: 9812021021 Email: [hardeep@vishwasindia.com](mailto:hardeep@vishwasindia.com)
2. The Managing Director, Uttar Haryana Bijli Vitran Nigam Limited, Vidyut Sadan, IP No.: 3&4, Sector-14, Panchkula (Email [md@uhbvn.org.in](mailto:md@uhbvn.org.in)).
3. Legal Remembrancer, Haryana Power Utilities, Shakti Bhawan, Sector- 6, Panchkula (Email [lr@hvpn.org.in](mailto:lr@hvpn.org.in)).
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