IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 9222 OF 2024

M/s Samarth Construction & M/s. Healthworks
(JV) The licensee of M/s. Deputy City Engineer
(Electricity), TMC Swimming Pool Complex,
Kanhaiya Nagar, Kopri,
Thane East 400 603
Consumer No.000038907301 **... Petitioner.**

Versus

Maharashtra State Electricity Distribution
Company Limited
through its Superintending Engieer,
Thane Urban Circle, Administrative Building,
7th Floor, old Passport Office, Wagle Estate,
Thane (West), 400604 **... Respondent.**

Ms. Prerna Gandhi and Smeet Savla for the Petitioner.
Mr. Soham Bhalerao i/by DSK Legal for Respondent-MSEDCL.

Coram : Sharmila U. Deshmukh, J.
Date : June 15, 2026

ORAL JUDGMENT :

1. **Rule.** Rule made returnable forthwith and with consent taken up for final disposal.

2. By this petition filed under Article 227 of the Constitution of

India, the challenge is to the order dated 13th July, 2023 passed by the Consumer Grievance Redressal Forum (for short, **"CGRF"**) holding that the Respondent is entitled to recover the assessment bill issued for the period January, 2019 to December, 2020 for Rs.16,83,536/-.

3. The dispute arose pursuant to the inspection carried by the representative of the Respondent on 12th January, 2021 of the Petitioner's establishment and irregularities noted in the inspection report are that the R phase potential was found missing. The inspection report further notes that MRI of meter has been retrieved and sent for detailed findings. Pursuant to the inspection report, a notice was issued to the Petitioner seeking recovery of balance 33.33% electricity bill of Rs.16,83,556/-.

4. The Petitioner approached the CGRF, which arrived at a finding of fact that R phase voltage was not extended to the meter for the period from 4th July, 2018 to 12th January, 2021 as calculated from the MRI data retrieved from the meter. It returned a finding that the meter was not defective and the R phase was not extended to the meter and the same meter is still functioning on the site.

5. Learned counsel appearing for the Petitioner would assail the

findings firstly on the ground that there was no prior intimation given to the Petitioner of the inspection, which is evident from the fact that the inspection report does not contain the signatures of the Petitioner's representative. She would further submit that the observation in the inspection report would lead to an inference of meter being defective. She would further submit that in view of the Regulation 15.4 of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005, in case of defective meters, the consumer is required to be billed for the period for which the meter has stopped recording up to a maximum period of three months. She submits that therefore the recovery which has been directed by the CGRF runs contrary to the regulations and even accepting that there was under recording of electricity consumption, at the highest, the recovery can be raised only for a three months' period.

6. *Per contra*, learned counsel appearing for the Respondent would point out that the inspection was surprise inspection and therefore there is no question of giving any notice to the Petitioner. He would further submit that the billing is not based only on the inspection report but on the MRI data which was retrieved and sent to the company for detailed findings which revealed the under

recording of consumption of electricity for the relevant period. He would further point out the finding of fact by the CGRF that the "R Phase Voltage" was not extended to the meter for the period of 2018 to 2021 as calculated by the MRI data retrieved from meter. He submits that the CGRF has specifically held that the meter was not defective and the issue as to whether loose screws in the meter can be termed as the meter being defective has been considered by the decision of this Court in the case of ***Maharashtra State Electricity Distribution Limited vs. The Consumer Grievance Redressal Forum Kalyan Zone and Anr.***[1]

7. The present facts would indicate that the findings of the CGRF about the under recording of the electricity consumption is not based only on the inspection report but is premised on the MRI data which was retrieved from the meter, which revealed that one phase was not extended to the meter and was found missing on the meter display due to loose connection of the screw. In order to avoid the payment of the electricity consumed during the period that one of the phases was not recording the consumption of electricity due to the loose connection. Learned counsel appearing for the Petitioner would rely upon the decision of this Court in the

1 Writ Petition No.11341 of 2024 dated 21st April, 2026.

case of ***Maharashtra State Electricity Distribution Company Limited, Jalgaon and Anr. vs. Vega Chemicals Pvt. Ltd., Jalgaon***[2] which makes a reference to the decision of the Ombudsman in the case of **Shri Abdul Hamid Salam, Malegaon**[3], where the Ombudsman held that two screws in the terminal were loose and a gap was created between the CTS screw and terminal contact and the meter was held to be defective.

8. In the decision of ***Vega Chemicals Pvt. Ltd., Jalgaon*** (supra) there was under recording of meter due to wrong attachment of wiring by the electrician, which was held could not amount to be a defective meter. The decision in the case of ***Shri Abdul Hamid Salam, Malegaon*** (supra) decided by the Ombudsman is not placed on record and what would bind this Court is the decision of the Coordinate Bench in ***Maharashtra State Electricity Distribution Limited vs. The Consumer Grievance Redressal Forum Kalyan Zone and Anr.*** (supra), which in identical facts has held that having regard to the definition of the "meter" and the proviso makes it clear that in cases where the energy is being correctly measured and recorded in the meter, if it is the communication accessories that have failed, such a meter shall not be treated as faulty for the purpose of billing

2 2019 (4) Mh.L.J. 317
3 Ombdsman decision dated 05.03.2012

under the Regulation 15.4.1. The decision of the Coordinate Bench squarely applies to the facts in the present case, and the meter cannot be termed as faulty by reason of the loose connection. Hence, the Regulation 15.4.1 will not apply in the present case and the Petition is liable to be billed for the electricity consumption for the entire period.

9. Resultantly, Petition fails and stands dismissed. Rule stands discharged.

10. This Court is informed that a sum of Rs.8,00,000/- has been deposited in this Court. The Respondent is permitted to withdraw the said amount of Rs.8,00,000/- along with accrued interest. Learned counsel appearing for the Petitioner, on instructions, further submits that the balance amount will be paid in four equal installments. The said statement is accepted as undertaking given to this Court.

[Sharmila U. Deshmukh, J.]

Signed by: Sanjay A. Mandawgad
Designation: PA To Honourable Judge
Date: 17/06/2026 17:07:05