

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM
AURANGABAD ZONE, AURANGABAD

Case No. CGRF/AZ/AUR/U/30/ 2006/10.

Date of Filing: 07 / 12 / 2006.

Date of decision: 29.01.07

Dr Sachin G.Saoji The Consumer Complainant.

R/o Shriniketan colony, Aurangabad.

V/s

**MAHARASHTRA ELECTRICITY DISTRIBUTION
CO.LTD. AURANGABAD.--- The Distribution Licensee.**

Sub: Grievance under the Maharashtra Electricity Regulatory
Commission,(Consumer Grievance Redressal Forum
and Ombudsman) Regulation 2006

1. The consumer complainant Dr.Sachin G.Saoji, (Con.No. 490019041770) has filed his grievance in Annexure “ A “ before this Forum on 07.12.2006 under regulation No. 6.10 of The Regulations 2006. A copy of the grievance was forwarded on 07.12.06 to the Nodal officer and Executive Engineer (Adm) in the office of the Superintending Engineer, Aurangabad with a request to furnish his response on the grievance within fifteen days and hearing in the matter was fixed on 02.01.07.
2. The complaint of the consumer, as per consumer ,in brief is as under.

The consumer is having private hospital at Shriniketan colony, Aurangabad since last few years. His residence is also situated in the same building. He was having one three phase LT connection and One single phase LT connection for his hospital and residential purpose respectively. As has added the equipments like X ray ,CT scan etc he applied for additional load and HT connection was released to him in the month of Jan.2005 and was allotted consumer No. 49001941770. He was getting the bills for this HT connection with two different tariffs. The maximum demand was

charged as per Industrial tariff and Kwh units as per commercial tariff. He there fore approached Internal Grievance Redressal committee of the Distribution Licensee (hereinafter referred to IGRC & D.L. respectively) against the two tariff charged to him and requested to issue the bills as per HTP IV tariff

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He also requested the IGRC for refund of deposit paid by him at the time of LT connection. The IGRC in its decision dt.20.9.06, accepted the fact of two different tariffs charged and passed an order to charge thereafter all the bills as per Industrial tariff, i.e. HTP II. .The decision to refund the deposit paid by the consumer at the time of LT connection was also passed by the IGRC.

3. Aggrieved by the decision of IGRC, consumer filed his grievance in the Forum and requested the Forum to direct the D.L. to issue the bills as per HT commercial tariff and further requested to adjust excess amount amount paid by him with 18 % interest in his next bills. He also brought to the notice of the Forum that inspite of the order passed by the IGRC, the security deposit is not refunded to him and requested the Forum to direct the D.L. to refund the same with 18% interest. The consumer complainant filed copy of the agreement of HT connection along with copy of the order passed by the IGRC.
4. The hearing in the matter was fixed on 2.1.07. On the date of hearing the representative of the consumer was present. The Nodal officer was present and filed his reply on the complaint . The copy of the same was handed over to the representative of the consumer. The Nodal officer in his say stated that since the consumer has raised the grievance in the IGRC for incorrect tariff charged ,the order to that extent was passed by IGRC. Since there was no request for revision of

bills with retrospective effect by the consumer, the same was not considered. The Nodal officer further stated that proposal for bill revision for Kwh units at the rate of Rs.2=10/unit as against Rs.3=50/ unit charged to the consumer is submitted for approval of the competent authority and after getting the approval the excess amount will be adjusted in next bills of the consumer. The Nodal officer was directed to produce the original agreement and any relevant circulars of DL for considering hospital connection under industrial connection category. The next hearing in the matter was fixed on 11.01.07.

5. On 11.1.07, the Nodal officer was present .The consumer representative was absent. A request letter for adjournment of the date from consumer was received after the hearing was already started and hence the same was rejected.

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The Nodal office produced original agreement copy of the D.L.. The Nodal office was asked to file copy of the grievance file by the consumer before IGRC. The next date of hearing was fixed on 15.1.07.

6. On 15.1.07, consumer representative was present., authorized representative of the Nodal office r was present. The representative of the consumer filed his reply on the say filed by the Nodal officer, the copy of the same was given to representative of the nodal office. The consumer was directed to filed copies of all the HT connection bills on next date of hearing i.e. .on 18.1.07
7. On 18.1.07, the representative of consumer and the Nodal officer were present. The consumer representative filed copies of the HT connection bills .The Nodal officer did not file copy of the tariff schedule applicable , (as mentioned in para 8 (a) of the agreement) , the Nodal office on query stated that there is no tariff schedule attached in the present case along with the agreement but stated that a copy of the tariff booklet applicable with effect from 1.12.03 is given to

all such consumers. The copy of the High tension tariff booklet applicable w.e.f. 1.12.2003 contains all categories of HT connections and the rates applicable to all such categories.

8. On going through the record placed before us and after hearing both the parties, we observe that the consumer approached IGRC with grievances on two counts. . One for refund of security deposit paid by him at the time of LT connection and other about two different tariff charged to him in his HT connection bills. In his application submitted to IGRC he mentioned that as he is using electricity for hospital and residential purposes ,the bills are required to be issued as per HTP IV tariff. The consumer further mentioned that he has been charged for KVA demand as per industrial tariff i.e. HTP II and for Kwh units as per commercial tariff i.e. HTP IV tariff. On going through the HT connections bills filed by the consumer and the tariff order passed by the Maharashtra Electricity Regulatory Commission(herein after referred to as MERC) , in force at that time , we observe that the bills were issued to the consumer by charging KVA demand as per Industrial tariff (HTP II i.,e. at Rs.330/Kva)and Kwh units as per commercial tariff i.e. (HTP VI) i.e. at the rate of Rs.3=50/unit . We further observe from tariff order of 2003, that HTP II tariff is categorized for industrial units and HTP VI tariff for commercial and residential complex.

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9. The IGRC in its decision dt.20.9.06 ordered to charge HTP II tariff applicable to industrial consumers from the date of application of consumer before the IGRC i.e. 10.8.06 onwards. Surprisingly the IGRC preferred to remain silent about refund of excess amount charged and collected from the consumer from the date of connection till the date of passing the said order. It is only after the consumer approached the Forum, the Nodal officer in his reply dt.30.12.06 stated that as consumer has not submitted any grievance about revision of bill with retrospective effect, no order about refund of excess amount is passed

10. We also observe that the consumer before the IGRC has contended that he should be charged HTP IV tariff. On going through the tariff order we find that the HTP IV tariff is applicable to Public Water works connections and has no relevance in the present case. The consumer and Nodal officer have filed copies of the agreement. In the copy submitted by the consumer there is no mention of HTP category applicable to the consumer whereas the copy produced by the Nodal officer discloses HTP II words in left hand corner of the agreement adjacent to para 8 (a) of the agreement. (i.e. page 2 of the agreement). The words HTP II are written manually by ink. The copy of the agreement of the consumer does not disclose either HTP II category or any other HTP category on page two. Therefore it is quite possible that the word HTP II might have been handwritten in the copy of the agreement when the matter came before the Forum. The letter dt.17.12.04 sanctioning HT connection in favor of the consumer does mention that HTP II category is applicable to the consumer. The wording in the letter dt.17.12.04 denoting application of HTP II category or the writing of HTP category applicable to the consumer in the agreement are not important. The clause 8(a) of the agreement reads as follows.

“ a copy of the tariff current schedule applicable to this agreement is set out in the first schedule attached hereto”

This makes it abundantly clear that the schedule of tariff applicable to the consumer should have been separately and specifically mentioned and should have formed part of the agreement. No such schedule which discloses the tariff schedule applicable to the consumer is attached or produced before us. As a matter of fact as agreement is signed by the consumer at number of places and also by representative of the D.L. on last page. a document denoting schedule tariff

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applicable to the consumer must have been attached with the agreement along with signature of consumer and of the representative of the D.L. and then only the agreement could be said to be a complete agreement. Devoid of any such document denoting schedule tariff applicable to the consumer along with the agreement, the letter dt.17.12.04 does not have any importance from the point of view of categorizing the consumer under a particular category i.e. HTP II . The category that would be applicable to the consumer will have to be decided considering the HT tariff order, passed by MERC The order passed by the MERC at the time of release of the connection was one applicable from 1.12.03.

11. Though the D.L. contends that it is HTP category which is applicable to the consumer , the consumer has been charged the rates on KVA demand as per rates specified for HTP II category and at the same time he was charged for Kwh units as per rates specified in HTP VI category. The contention of the consumer before the IGRC that he should be charged rates for HTP IV category is obviously incorrect as HTP IV category is applicable to Public Water works.
12. The consumer in his application dt. 15.1.07, has mentioned that in the application submitted before the IGRC due to typing mistake HTP IV category was mentioned and has further mentioned that he should be charged rates applicable as per HTP VI tariff. This contention of the consumer in itself is not of very much importance as the HTP category and the rates applicable will have to be decided having regard to the category of HT consumers as mentioned in the MERC order .
13. Here we would like to observe that the consumer before grant of HT connection was having LT connection and was categorized under commercial category and was billed as per rates specified under LT commercial tariff. After transfer of connection from L.T. to H.T. side ,due to addition of some equipment , the purpose of use of electricity remains unchanged .The category of consumer therefore has to remain unchanged whether the connection is on LT side or HT side.
14. The contention of the Nodal officer that the order of the IGRC was not given retrospective effect as no such request was made by the consumer , does not appeal to us. When

the IGRC has admitted the application of wrong tariff , the logical corollary of it would be to rectify the mistake right since its inception.

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15. It is surprising that irrespective of the order of the IGRC dt.20.9.06, to refund the deposit paid by the consumer at the time of LT connection, the same was not refunded to the consumer till the last date of hearing , i.e.18.1.07 , before the Forum.
16. In view of above observations , we are of the opinion that the categorization of the consumer under HTP II category done by the D.L. is incorrect and the consumer in our opinion deserves to be categorized under HTP VI category, and the rates applicable to HTP VI category shall be applicable to the consumer. Hence the following order.

ORDER

1. All the bills issued to the consumer after release of HT connection shall be revised as per HTI VI tariff till promulgation of new tariff order dt.20.10.06. and thereafter under relevant category specified in tariff order 2006.
2. The revised bills shall be given to the consumer within a period of one month from the date of this order.
3. All the payment made by the consumer shall be given setoff in the revised bill to be issued with the rate of interest equivalent to Bank rates of Reserve bank of India.
4. The deposit collected from the consumer at the time of LT connection shall be refunded with the rate of interest equivalent to Bank rate of Reserve bank of India immediately.

The Distribution Licensee .& the consumer shall comply
with the above order and report compliance to the Forum.

Inform the parties and close the case.

(H.A.KAPADIA)
MEMBER

V.G.JOSHI
MEMBER SECRETARY

(R.K.PINGLE)
CHAIRMAN