



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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No.K/E/853/1047 of 2015-16

Date of Grievance : 06/04/2015

Date of Order : 30/12/2016

Total days : 635

IN THE MATTER OF GRIEVANCE NO. K/E/853/1047 OF 2015-16 IN RESPECT OF M/S NATIONAL PEROXIDE LTD,VILLAGE VADAVALI, NRC ROAD, POST MOHANE,KALYAN 421 102 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING REFUND OF AEC.

M/s. National Peroxide Ltd.,
Vadavali, NRC Road,
Kalyan (W), 421 102.
(Consumer No.020609004763)

..... (Hereafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited though its
Nodal Officer,
MSEDCL, Kalyan Circle-I,

.... (Hereinafter referred as Licensee)

Appearance : For Consumer – Shri B.R. Mantri - CR.

For Licensee - Shri Kale, E.E- cum - Nodal Officer, KCI.

[Coram- Shri A.M.Garde-Chirperson, Shri L.N.Bade-Member Secretary and
Mrs.S.A.Jamdar- Member (CPO)].

1] Maharashtra Electricity Regulatory Commission, is, constituted u/s. 82 of Electricity Act 2003 (36/2003). Hereinafter for the sake of brevity referred as 'MERC'. This Consumer Grievance Redressal Forum as been established as per the notification issued by MERC i.e. "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress the grievances of consumers

vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, (36/2003). Hereinafter it is referred as 'Regulation'. Further the regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission. {Hereinafter referred as 'Supply Code' for the sake of brevity}. Even, regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014.' Hereinafter referred 'SOP' for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2014'.

2] The grievance in short is that, being an existing consumer, application was preferred for additional load of 900 KVA on 2/5/2009. MSEDCL requested the consumer to give an undertaking to carry out the required estimated work under DDF scheme. The consumer gave an undertaking as required on 28/5/09 in keeping with the condition No.II along with estimate for replacement of existing metering system with double feeder metering cubical (C.T. ratio 125/5 AMP) with Apex metering system as per MSEDCL specifications and asked the consumer to pay for 1.3% supervision charges. Consumer paid the required charges on 14/10/2009 and submitted payment receipt and thereafter MSEDCL instructed to carry out the estimated work as per estimate sanction by Chief Engineer Kalyan Zone on 26/10/2009. The consumer thereupon carried out the required metering work as per estimate and sanction order under MSEDCL supervision and submitted the charging permission received from electrical inspector. Executive Engineer prepared the WCR and send it to S.E. for release of connection on 23/3/2010. MSEDCL thereupon released t he additional load

on 31/3/2010. The consumer then on 9/4/2010, applied for refund of metering cost as per estimate and to adjust the refund amount in the next bills.

3] It is the contention that extension of additional load does not entail any work. Therefore, there cannot be normation charges i.e. expenses up to incoming point of metering section. There is no additional work in service connection as existing infrastructure line is capable for the additional load. Changes in existing metering section is prime duty of MSEDCL and it cannot be burdened on the consumer. As per MERC Regulations, metering is the responsibility of the MSEDCL. The consumer has carried out the required work as per estimate number seized / Klnz / TECH/ KC-I-No.04901 dated 29/9/2009. Hence, the amount of Rs.23,23,420/- be refunded.

4] In reply, the Licensee- MSEDCL, contended that the consumer is not a new consumer. As per circular No. 34307 dated 3/9/2007. Only new consumers were to be refunded with the meter cost. The consumer is existing consumer and that only there is extension of load. As per undertaking the consumer was ready to accept the terms and conditions laid down under the letters namely CO.ORD.Cell/NPL/3010 dated 11/9/2010 and SE / KCK-I /TECH/LS-HT/04-09 /42921 dtd 3/1-/2009 in which payment of meter cost for extension of load has to be borne by the consumer.

5] We have head both the sides. There is rejoinder filed which we have gone through . Mr.Mantri the CR vehemently submitted that as per Schedule of charges approved on 8th of September 2005, metering is so responsibility of the Licensee. He also relied on similar case of Kaygaon Paper Mills Ltd, Aurangabad , in which on similar facts the meter cost was refunded to the consumer. He pointed out also that MERC issued show

cause notices to the Licensee and payments were also made to the consumers in some cases.

6] The basic question arose however, with regard to jurisdiction of this Forum to entertain the present matter. The very case of Kayegaon Paper Mills Ltd. Was taken up with the Hon'ble High Court, in W.P.No. 2032/2011. His Lordships Nirkude – J quoting the definition of Grievance in 2.1 (c) of MERC, (Electricity Supply Code and other Conditions of Supply) Regulations 2005, held in a similar case of meter cost refund as below:

By no stretch of imagination the grievance of respondent no.1, mentioned above, would be covered by this definition. A consumer's grievance contemplated under the Regulations is basically a complaint about fault or inadequacy in quality of performance of the Electricity Distribution Company. In this case, admittedly, there is no grievance that performance of the petitioner company, as Distribution Licensee, had been imperfect or otherwise. The grievance of respondent no.1 is in respect of breach of statutory obligation, allegedly committed by the petitioner company. So the grievance would not fall within the four corners of term "grievance" defined under the Regulations.

---6 Shri H.F.Pawar, the Ld. Advocate appearing for respondent no.1 contended that the dispute even in respect of refund of expenses incurred by consumer would be a grievance as contemplated by the definition of the term grievance mentioned above. In order to support this contention, the Ld. Advocate for respondent no.1, first tried to show me ta circular issued by the petitioner company, in which it was mentioned that when the petitioner company is under obligation to refund the expenditure incurred by the consumer, the same should be adjusted in the monthly bills of such consumers. Indeed, the dispute of this case could have been resolved to the application of

the circular. But, the petitioner company has refused to refund the amount raising some objections, and therefore, this has become a dispute between the parties. Shri H.F.Pawar, the Ld. Adv. For respondent no1., then tried to show me curtailed order passed by the Maharashtra Electricity Regulatory Commission . In the matter of complaint filed by certain consumer of the petitioner company for refund of the amount etc. The Commission directed the petitioner company to refund the amount to the consumer in those cases. I am afraid, even though in similar situation, the petitioner company was directed by the Commission to refund the amount to their consumers, still such order are not cable of being utilized as a precedent. I have made sufficiently clear about that the dispute between the parties is of civil nature and would not be covered by term “grievance”. The Consumer Grievance Redressal Forum, which are passed the impugned order, apparently did not have jurisdiction to entertain a complaint of this nature. The respondent no.2 Forum, thus, could not have decided the dispute of this nature.

7] Mr. Mantri – the CR submitted that several orders and directions have been issued by Hon’ble MERC in similar matters for refund of the meter cost . He has shown several documents in that regard. In this context it is to be noted that the Hon’ble High Court has not spoken about jurisdiction of MERC but of this Forum by which we bound.

8] In above view of the matter, on the point of jurisdiction, the grievance is liable to be dismissed.

9] This matter could not be decided within time as the Hon’ble Chairperson took charge on 20/09/2016 of this Forum and the matter was reheard.

Hence the order.

ORDER

The grievance application of the consumer is hereby dismissed.

Date: 30/12/2016.

(Mrs.S.A.Jamdar)
Member
CGRF, Kalyan

(L.N.Bade)
Member Secretary
CGRF, Kalyan.

(A.M.Garde)
Chairperson
CGRF, Kalyan.

NOTE

a) The consumer if not satisfied, may file representation against this order before the Hon. Ombudsman within 60 days from the date of this order at the following address.

“Office of the Electricity Ombudsman, Maharashtra Electricity Regulatory Commission,606/608, Keshav Bldg, Bandra Kurla Complex,Mumbai 51”.

b) Consumer, as per section 142 of the Electricity Act, 2003, can approach Hon. Maharashtra Electricity Regulatory Commission for non-compliance, part compliance or

c) delay in compliance of this decision issued under “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2003” at the following address:-

“Maharashtra Electricity Regulatory Commission, 13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05”

d) It is hereby informed that if you have filed any original documents or important papers you have to take it back after 90 days. Those will not be available after three years as per MERC Regulations and those will be destroyed.