



Consumer Grievance Redressal Forum, Kalyan Zone  
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**EE/CGRF/Kalyan/**

Date of registration: 27/03/2017

Date of order : 26/05/2017

Total days : 61

**IN THE MATTER OF GRIEVANCE NO. K/E/1176/1398 OF 2016-2017 OF SANTOSH JAGDISH SHETTY, 13/14, JANARDAN ARCADE, 1<sup>ST</sup> FLR. STATION RD. DAHANU RD. (W) TAL. DAHANU, DIST. PALGHAR, PIN CODE 401 602, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT BILLING DISPUTE.**

Santosh Jagdish Shetty,  
13/14,, Janardan Arcade,  
1<sup>st</sup> Flr. Station Rd.,  
Dahanu Road ( W ),  
Tal. Dahanu, Dist. Palghar,  
Pin Code 401 602.

(Consumer No. 005521018714)

... (Hereinafter referred as Consumer)

V/s.

Maharashtra State Electricity Distribution  
Company Limited  
Through it's Nodal Officer.  
Palghar Circle,

... (Hereinafter referred as Licensee)

Appearance : For Consumer - Shri Santosh Shetty – In person.

For Licensee - Shri J.W.Ambade -Addl.EE Dahanu S/dn.

Shri H.P.Patil- JV Asst.

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

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 has 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 & 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 case in brief is that, the consumer Mr. Santosh Shetty, is having commercial connection bearing consumer No. 005521018714. He alleges that Dahanu MSEDCL has forcibly taken a cheque for the amount of Rs. 49,460/- on the pretext of payment due and had deposited the same on 15/12/2012. A legal notice for the same was issued by the consumer through his Advocate Smt. U.M. Sorathi on 2/5/2013. A hearing was taken before the IGRC, Vasai Circle on 30/8/2013 and 17/9/2013. The Office gave an assurance to the consumer that copy of the order will be sent to him later. But inspite of hundreds of calls, the IGRC has not given the order copy on some pretext or the other. The reply given by the IGRC on 3/9/15, states that the order is still awaited.

3] MSEDCL gave a reply. They addressed it to the consumer and a copy of thereof is produced here. Ignoring the technicality, it is accepted as reply of MSEDCL. It is contended that the connection in question bearing consumer No. 005521018714 had an arrears of Rs.46,600/- towards the end of September 2010. It was for the period from May 2010 to September 2010. The cheque was given for Rs.46,400/- bearing No. 949715 dated 30/9/2010 (SBI)

towards payment thereof for which a receipt no.201625 was passed. However, letter no. EE/PLG/Acctts / Rev./3774 dated 19/5/2012 was received from Divisional Office, Palghar informing that the said cheque was dishonoured. It is, therefore, contended that the cash given by the consumer of Rs.48,640/- was for payment of the arrears from November 2010 to September 2011. There is part payment of the same is made as can be seen from CPL. After verifying about the return of cheque due to B-80 the amount was increased as such by cheque amount of Rs.49,460/- have been paid by cheque. This being so no refund can be granted.

4] We have heard both sides.

5] At the outset, though it is alleged in the complaint that cheque was forcibly taken, it is revealed in the arguments that the cheque has been given by the consumer himself on the asking of the concerned Officer of MSEDCL. Consumer alleges in the legal notice dated 2/5/13, that the consumer had paid Rs.48,640/- in cash as per receipt No.2655862. Even then he received a bill from MSEDCL Office, showing arrears. There were threats of disconnection being given by the Office of the Licensee. To avoid disconnection, consumer gave a cheque for Rs. 49,600 as per receipt No.9428434. There might be some general threats of disconnection given pursuant to which cheque appears to have been given. That does not mean that cheque was forcibly taken. The claim of the consumer appeared to be that inspite of there being no arrears at all cheque was taken and was en-cashed though there were no arrears at all.

6] As against above case of the consumer, it has been pointed out that there were dues in fact as can be seen from the CPL. It is revealed that one cheque dated 30/9/2010 of the previous owner of the premises for a bill amount of Rs.46,400/- was dishonoured and the amount had remained due. Chronology of events as the record depicts is that the property originally belonged to one Mr. Sharma. He had given cheque no.248715 dated 30/9/2010 for an amount of Rs.

46,400 towards the dues from May 2010 up to September 2010. Thereafter no payment was made till October 2011. At this stage, present consumer has purchased the property in October 2011. He was asked to pay the bill for the month of October 2011 which included the arrears from October 2010 to September 2011 also which the consumer paid in cash. It appears that thereafter the letter no. EE/PLG/Accetts/Rev./3774 dated 19/1/12 was received by the Office of Dy. Engineer, Dahanu Road. There upon towards the said amount of arrears from May 2010 up to September 2010 the impugned cheque was taken.

7] The complaint of the consumer appears to be that when he has purchased the property, he was shown the arrears of Rs.48,640/- which he paid in cash and there nothing remained due. But later on again a bill was raised to him for Rs.49,460/- which is clarified by the MSEDCL to be the amount covered by the dishonoured cheque for arrears for the period from May 2010 up to September 2010. Towards the said amount of bill, the cheque appears to have been taken. There might be some threats of disconnection of general nature just to coerce payment of bill, that has no much significance.

8] There are how some relevant points for consideration raised by the consumer and they are, why action was not taken as against dishonour of cheque against the previous consumer. Why there was no disconnection for non payment of arrears. That the amount became time barred and could not be recovered from the present consumer. There was also a letter given by the Licensee that the amount paid by impugned cheque will remain in credit and will be appropriated towards future bill.

9] Now as we see admittedly the adjustment shown in for arrears for the period from May 2010 to September 2010. The adjustment was shown in the month of November 2012 two years thereafter. The question is whether section 56 (2) applies to present consumer in this case for disconnection the arrears being of prior to two years . It is for this reason as it appears, as late as on

4<sup>th</sup> April 2013 consumer was informed that the amount of the impugned cheque was shown credit in consumer's account and will be appropriated towards future bills. It is clear therefore that some arrears for a period from May 2010 to September 2010 were brought forward after more than two years and cheque was taken from the consumer for the said amount. The said amount will have to be returned to the consumer with interest.

Hence the order.

### **ORDER**

- 1] Grievance application of consumer is hereby allowed.
- 2] Licensee is directed to return the amount of impugned cheque no.236313 dated 15/12/2012 (HDFC Bank) after deducting the bills for the subsequent period if shown adjusted from the cheque amount and along with interest as per RBI rate by the process of "cutmiti".
- 3] The Licensee also to pay Rs. 5000/- to the consumer by way of compensation for mental torture and harassment.
- 4] Compliance be made within 45 days and report be made within 60 days from the date of receipt of this order.

Date: 26/5/2017.

(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.