



CONSUMER GRIEVANCE REDRESSAL FORUM
M.S.E.D.C.L., PUNE ZONE, PUNE

Case No.60/2017

Date of Grievance : 16.10.2017

Date of Order : 26.12.2017

In the matter of recovery of tariff difference bill amount due to clubbing of two connections into a single one.

M/s. Chowgule Industries,
 S.No.47/2A/2, CTS No.3800,
 Taware Colony,
 Off Pune Satara Road,
 Pune - 411009

Complainant

(Herein after referred to as Consumer)

Versus

The Executive Engineer,
 M.S.E.D.C.L.,
 Padmavati Division,
 Pune -411011.

Respondent

(Herein after referred to as Licensee)

Quorum

Chairperson
Member Secretary

Mr. B.D.Gaikwad
Mrs. B.S.Savant

Appearance

For Consumer

Mr.Nimesh M.Joshi,V.P.Acctts.& Finanace
 Representative

Mr.Yogesh Shejwal,Manager,
 Acctts.& Taxation, Representaive.

For Respondent

Mr.Rajendra S.Yedake, AEE,Marketyard
 S/dn.

- 1) The Consumer has filed present Grievance application under regulation no. 6.4 of the MERC (CGRF & E.O.) Regulations 2006.
- 2) Being aggrieved and dissatisfied by the order dated 18th Aug.2017 passed by IGRC Rastapeth Urban Circle, thereby rejecting the grievance,

the consumer above named prefers present grievance application on the following amongst other grounds.

- 3) The papers containing the above grievance were sent by the Forum to the Executive Engineer, M.S.E.D.C.L., Rastapeth Urban Circle, Pune vide letter no.EE/CGRF/PZ/Notice/60 of 2017/313 dtd.16.10.2017. Accordingly the Distribution Licensee i.e. MSEDCL filed its reply on 18.11.2017.
- 4) We heard both sides at length and gone through the contentions of the consumer and reply of the respondent and the documents placed on record by the parties. On its basis following factual aspects were disclosed.
 - i) Consumer namely M/s.Chowgule Industries vide consumer No. 170016026444 & 160250882481 connected on 20.8.1992 & 27.01.2012 respectively & its sanctioned load 40 KW each.
 - ii) The consumer has submitted the application for Solar System & net metering & hence the Licensee inspected the site.
 - iii) During the site inspection, it is seen that there were two consumers in the same premises in the name of M/s.Chowgule Industries & its purpose is same i.e. Commercial.
 - iv) As per Commercial Circular No. 110 dated 16/2/2010. It was not allowed that these two connections were in the same premises & same purpose. Hence, the Licensee has been clubbed two connections & converted into a single connection.
 - v) The Licensee observed that the consumer has enjoyed the lower slab - tariff benefit. Hence this action has been taken by the Licensee as per the MSEDCL Rules & Regulations.
 - vi) Due to clubbing of these connections, the tariff difference bill issued to the consumer amounting to Rs.14,16,694/- for the period March-2012 to May - 2016.
 - vii) Consumer's management had taken the decision to pay tariff difference bill amount and then to challenge said bill at various

- authorities of MSEDCL as the matter was kept pending of the solar system and net metering due to non-payment of the said bill.
- viii) The consumer has paid the tariff difference bill amounting to Rs.14,16,694/- for the period of March-2012 to May - 2016 under protest.
- ix) The consumer had approached the IGRC, RPUC, Pune with grievance dated 16.06.2017 in form - X regarding refund of tariff difference bill amount & others etc.
- x) The IGRC, RPUC, Pune rejected the grievance of the consumer vide impugned order stating that conditions of supply based on Maharashtra Electricity Regulatory Commission (Electricity supply code & other conditions of supply) Regulations 2005 च्या अट क्रं २.२.५ नुसार ग्राहकास एका जागेमध्ये एकाच कारणासाठी एकाच प्रकारच्या वीज वापरासाठी एकापेक्षा जास्त विद्युत कनेक्शन असल्यामुळे ग्राहकास देण्यात आलेले वीजदर फरकाचे बील योग्य आहे.
- xi) Therefore the complaint of the consumer was rejected & consumer approached to the CGRF on 13.10.2017.
- 5) The consumer representative Mr. Nimish Joshi submitted that, we have received the differential (tariff difference) bill of above both connections amounting to Rs.14,16,694/- on 14.6.2016 for the period March-2012 to May-2016. The consumer has replied to the Licensees that the tariff difference bill was not agreed to them vide letter dated 14.7.2016 and the necessary details are such as :
- The first connection has allotted by the Licensee on 20.8.1992 having consumer No.170016026444 & its sanctioned load 40 KW, Tariff LT-II B & another consumer No.160250882481 & its date of connection 27.01.2012 & sanctioned load 40 KW and tariff LT-II B. Above both the connections were released by the Licensee.
- 6) The consumer had applied for installation of solar system & net metering on 1st Jan.2016 and hence the Licensees representatives had visited the

site. During the site inspection, it was observed that the separate 2 meters were available to the consumer No. 170016026444 & 160250882481 in the same name & same premises & purpose was same i.e. Commercial. (Showroom purpose & another for back office and Insurance Department etc. respectively). The Licensee observed that, the consumer has been enjoying the lower slab- tariff benefit and hence the Licensee clubbed both connections into a single consumer.

- 7) Mr. Nimish Joshi further submits that the Licensee claimed the tariff difference amounting to Rs.14,16,694/- for the period March-2012 to May-2016 and due to non-payment of this bill our solar system & net metering application was kept on hold. Considering this fact, our management has taken the decision that, to pay this bill amount of Rs.14,16,694/- under protest so that our net metering system will be processed. Thereafter, we will file a suit in the court or at various Forums regarding this matter.
- 8) Lastly he submits that, the licensees shall refund the tariff difference bill of Rs.14,16,694/- which was already paid under protest on 21.7.2016 alongwith interest @ 6% p.a. till the date of refund or this amount shall be adjusted in the monthly energy bill in future. However it is agreed that the two connections shall be clubbed into a single connection and billing shall be carried out for a single connection.
- 9) On the other hand Mr.Yedake, AEE, Marketyard submits that the old consumer No. 170016026444 in the name of M/s. Chowgule Industries & its address was 47/2, Pune Satara Road, Parvati & new consumer No.160250882481 in the name of M/s. Chowgule Industries Pvt.Ltd., S.No.47/2, CTS No.3800, 1st floor, Parvati , Taware Colony, Pune Satara Road, Pune. The old consumer No. 170016026444 connected on 20.8.1992 for ground floor having its sanctioned load 40 KW under LT-II B i.e. Commercial category and another consumer No. 160250882481 connected on 27.1.2012 for first floor & its sanctioned load 40 KW having category LT-II B i.e. commercial purpose in the same premises. During the site

inspection for solar system and net metering, it is seen that the first connection was connected in the year of 1992 & the another connection was taken in the year 2012 instead of sanction of additional load. Both the connections were in the same premises and its purpose was also same i.e. commercial. Consumer has taken another connection in the year 2012 & enjoyed the lower slab tariff benefit.

- 10) As per condition No.2.2.5 of conditions of supply based on MERC on (Electricity supply code & other conditions of supply) Regulations 2005. The electricity connections shall not be allowed in the same premises for the same purpose of the same consumer. Hence both connections were clubbed into a single connection and the tariff difference bill was given to the consumer for amounting to Rs.14,16,694/- for the period March-2012 to May-2016. Alongwith the bill, the calculation sheet was handed over to the consumer & there is no any interest, DPC etc. was charged.
- 11) Further Mr.Yedake submits that how the energy charges loss was occurred to the Licensee of independent sanctioned load i.e. 20 KW to less than or equal to 50 KW and greater than 50 KW and submitted the order of MYT for the period from Financial Year 2013-14 to 2015-16 in Case No.121 of 2014.
- 12) As per the conditions No. 2.2.5 as above the bill issued to the consumer is found correct.
- 13) In this context it is necessary to reproduce provisions of Section 56 of Electricity Act, 2003 which read as under :

56. Disconnection of supply in default of payment

(1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply transmission or distribution or wheeling of electricity to him, the licensee or the generating company, after giving not less than fifteen clear days notice in writing to such person and without prejudice to his rights to recover such charge or other sum by suit,

cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid but no longer : Provided that, the supply of electricity shall not be cut off if such person deposits, under protest -

(a) An amount equal to the sum claimed from him, or

(b) The electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months whichever is less, pending disposal of any dispute between him and the licensee.

(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.

14) On perusal of documents it is clear that the consumer was having two separate connections in the same premises for the same purpose which is not allowed as per Regulations mentioned above. The Licensee cannot recover the bill of difference after the period of two years from the date when such sum became first due unless such sum has been shown continuously as arrear of charges. We therefore agree with documents and submissions on record. We conclude that in view of Section 56 of Electricity Act 2003 past arrears for the period of more than two years cannot be recovered.

- 15) Therefore the Licensee can recover arrears of tariff differentiation amount for a maximum period of 24 months i.e. from June-2014 to May-2016. The licensee to recover said arrears without levying of DPC and Interest and giving suitable installments as per Rules.
- 16) The Post of Chairperson, CGRF, Pune was vacant & charge was handed over to the Chairperson of CGRF, Baramati recently & also the Licensee has extended the hearing date due to some urgent work. Hence, the grievance could not be decided during a period of 2 months.
- Hence we proceed to pass following order.

ORDER

1. Grievance of the consumer is partly allowed with cost.
2. The tariff difference bill issued by the licensee amounting to Rs.14,16,694/- for the period March-2012 to May-2016 is hereby set aside.
3. The licensee to issue revised bill making it limited only for 24 months for the period June - 2014 to May -2016 excluding DPC and Interest.
4. The licensee to give suitable installments to the consumer as per rules.
5. The Licensee is at liberty to refund the balance amount or it shall be adjusted in the monthly future energy bills.
6. The licensee to report compliance within a month from the date of receipt of this order.

Delivered on: - 26.12.2017

Sd/-

B.S.Savant
Member/Secretary
CGRF:PZ:PUNE

Sd/-

B.D.Gaikwad
Chairperson
CGRF:PZ:PUNE

Note :- The consumer if not satisfied may filed representation against this order before the Hon.' ble Ombudsman within 60 days from the date of this order at the following address.

Office of the Ombudsman,
Maharashtra Electricity Regulatory Commission,
606/608,Keshav Bldg,Bandra Kurla Complex, Bandra (E), Mumbai-51.