



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

Case No.64/2017

Date of Grievance : 28.11.2017

Date of Order : 29.01.2018

In the matter of refund of excess bill and SOP compensation.

Nea Co-Op.Hsg.Soc'y.Ltd.,
 S.No.41/2/3 to 13 and 15,
 Sus, Tal.Mulshi,
 Pune -411021.

Complainant

(Herein after referred to as Consumer)

Versus

The Executive Engineer,
 M.S.E.D.C.L.,
 Shivajinagar Division,
 Pune .

Respondent

(Herein after referred to as Licensee)

Quorum

Chairperson
Member

Mr. B.D.Gaikwad

Mr. S.K.Jadhav

Appearance

For Consumer

Mr.K.S.Parihar, (Representative)

Mr.J.V.Hogade,

For Respondent

Mr.V.Pawar, AEE, Aundh S/dn.

Mrs.H.S.Thakur, Asstt.Acctt. Aundh S/dn.

- 1) The Complainant above named has filed present Grievance application under regulation no. 6.4 of the MERC (CGRF & Electricity Ombudsman) Regulations 2006.
- 2) Being aggrieved and dissatisfied by the order dated 9th Oct. 2017 passed by IGRC Ganeshkhind Urban Circle, wherein it is directed to conduct detail investigation and enquiry in the matter of accumulated reading,

meter replacement, payment made by consumer and correct the bill if required and take necessary action against defaulter if any.

- 3) The meter stands in the name of M/s. Skylark Promoters and consumer no. is 160220493234 and it is in Residential category. The complainant has submitted grievance stating that M/s. Skylark Promoters has availed new LT 3 phase 4 wire 40 HP connection for common utility like parking lights, street lights, lift and water in the said Socy. for the towers built by said promoters. The supply date is 25.9.2012. The said promoter was already having LT 3 Phase connection for construction activities bearing consumer no.160221133215 and supply date is 8.6.2010. The Developer has been providing supply by installation of separate DTC having DTC code No.4599128. The MSEDCL started billing from the month of Oct.2012 and till Jan.2014 reading was taken in every month and those bills were paid regularly which can be ascertained from CPL (Consumer Personal Ledger).
- 4) The Licensee has issued 0 units bills from Feb.2014 till Oct.2014. The reading of the meter was not taken during this period though it was obligatory on the part of Licensee. The complainant thereby claims SOP compensation. In the month of Nov.2014 there is consumption of 1000 units progressive with previous reading. This shows that the said consumption is for previous 8 months consumption. The meter status is normal on CPL in the month of Nov.2014 and reading is shown as 3704 units on bill dated 25.11.2014. However in the bill of Dec.2014 the previous reading is shown as 1,13,704 units instead of actual reading of 3704 units of Nov.2014. It is contended that the said reading is doubtful as the meter is an electronic instrument and at some movement there can be jumping of the reading on the display from 3704 units to 1,13,704 units. It was necessary to test the meter and the memories by data retrieving for verification of billing and it should have been informed to the consumer. It is further submitted that the meter can be replaced by other meter and the meter can be sent to the manufacturer for testing in

their lab and for data retrieval since the date of installation. The distribution Licensee is responsible for periodic testing and maintenance of all meters. The Licensee has not produced the necessary documents before IGRC and present Forum.

- 5) It is submitted that date of request for B-80 is 23.3.2015 while date of verification is 25.8.2015 and date of approval is 2.12.2015. It is denied that the Licensee has provided additional bill in Dec.2014 as per B-80 to Skylark Promoters. According to complainant Skylark Promoters never paid the bill from their account and bills were paid from the maintenance amount collected from Socy. member. The meter was transferred in the name of Society alongwith the premises and liabilities. Had there been any dues of the previous owner, Licensee would not have spared society. The Licensee cannot refuse excess payment made against the consumer to Nea Society. In fact the Licensee has disconnected the supply in the last week of May-2015 without issuing any notice and thereby pressurized and compelled promoter to pay the bill by installments. The story of presumed accumulation of units is totally false, baseless and unreliable. The MSEDCL has not followed the procedure mandatory in case of monthly reading and testing of meters. There is practice of photo meter reading which can show actual readings but no evidence to that effect is produced by the Licensee.
- 6) The complainant prays for the adjustment of amount of bill of Rs.13,45,242.79 recovered from the consumer or for the refund of the said amount to Nea Socy. with interest from the date of payment till the date of refund. The complainant also prays for SOP compensation for issuing zero units bills from Feb.2014 to Oct.2014. The complainant is ready to pay bills from Feb.2014 to Oct.2014 or the adjustment of the amount in future bills. The complainant also claims compensation of Rs.20000/- towards mental torture and other expenses.
- 7) The papers containing the above grievance were sent by the Forum to the Executive Engineer, M.S.E.D.C.L., Shivajinagar Division vide letter

no.EE/CGRF/PZ/Notice/64 of 2017/331 dtd. 29.11.2017. Accordingly the Distribution Licensee i.e. MSEDCL filed its reply on 02.01.2018.

- 8) The Licensee in its reply submitted that the consumer in the present grievance is M/s.Skylark Promoter and was billed on nominal from Oct.2012 to Nov.2014. In the month of Dec.2014 bill was charged as per meter reading for 1,19,999 units with the amount of Rs.13,45,737.80 computed vide B-80 no. 1944317 dated 23.3.2015. The bill was issued to the consumer Skylark Promoter in the month of Nov.2015. The bill was bifurcated in 27 months due to accumulation of units. The said consumer has agreed and has paid the installments of the bill from June-2015 to April -2016.
- 9) The said bill was issued as per meter reading and there was no dispute raised by consumer Skylark Promoter. There was no any complaint received in respect of said bill and accumulation of units till this date and so the case was finalized. According to the Licensee present grievance is not submitted within the period of limitation. It thereby prays for dismissal of the grievance.
- 10) We heard both sides at length and gone through the contentions of the consumer and Licensee as well as the documents placed on record by the parties. In view of the rival contentions of the parties, following points arise for our consideration and we have recorded our findings thereon for the reasons stated hereinafter.

| <u>POINTS</u> | <u>FINDINGS</u> |
|--|---------------------|
| i) Whether complainant was consumer on the date of grievance ? | No |
| ii) Whether complainant is entitled for the reliefs? | No |
| iii) What order? | As per final order. |

11)

REASONS

- It is submitted on behalf of the Licensee that when the grievance took place, the present complainant was not consumer but Skylark Promoters was the consumer and consumer has paid the bill and there was no any dispute raised by consumer. The said meter which was in the name of Skylark Promoters was transferred in the name of present complainant Nea Co-Op. Hsg. Socy. only in the month of April-2016. It is submitted that since the meter is transferred in the name of present complainant, there is no any grievance. It is submitted that Skylark Promoters being the consumer has not raised any grievance and present complainant is not having any locus-standi to prefer the grievance.
12. On the other hand it is submitted on behalf of the complainant that the said promoter was collecting maintenance charges from the members of the Society and there was separate account of the Society and it was being operated by the said promoter. It is submitted that all the members of the society had contributed for the payment of the said electric bill. The complainant has produced documents on 25.1.2018 and those documents are affidavit of one Jayraj Hogade who is the Chairman of the said Society. He has categorically stated in his affidavit that the said promoter used to collect one year maintenance charges in advance while selling the flats from the year 2012. He has also collected maintenance from the members from Nov.2012 to May-2017. The said money collected was deposited in separate account in the name of said Socy. All the payments made to MSEDCL were from the said account. The maintenance activities were handed over to the present managing committee in the month of June-2017 as per the directions of District Deputy Registrar of Societies, Paud, Tal.-Mulshi, Dist.-Pune.
13. The complainant has also produced 16 maintenance receipts issued by Nea Ad Hoc Committee. The statement of account of Pune Peoples Co-Op.Bank Ltd., Pune is also produced. It is submitted on behalf of the

complainant that said account was operated by the Promoter and payment of electrical bills was paid from the said account. Even the disputed bill amount is paid from the said account by way of installment.

14. It may be noted that when the payments are made by installments from 22.6.2015 to 30.11.2015, the meter was in the name of Skylark Promoters and it was the consumer. In our opinion the consumer is only the person in whose name electric meter stands and such person may be the owner or the occupier of the premises. In the case in hand said society may be the occupier or the owner of the premises but the electric meter was not standing in its name and so it was not the consumer when the grievance took place. Under these circumstances, it was necessary for Skylark Promoters to prefer the grievance. The record indicates that last installments of the bill were paid on 30.11.2015 and there was no any dispute though the bill was issued in the month of Nov.-2014. It is therefore rightly submitted on behalf of the Licensee that there was no grievance of the consumer and the bill was paid and finalized.

The consumer has deposited all the installments of bill and there was no any complaint from June-2015 onward. Thereafter regular bills have been issued to the consumer and said bills have been paid by the consumer regularly with no any grievance. However after about 27 months Nea Co-Op.Hsg.Socy.Ltd. made complaint to the IGRC that the Licensee cannot assess such bill and it shall be refunded. However in this case the consumer was billed with zero consumption/accumulated units for about 7 months with normal meter status and the meter reading was taken through the MRI. The consumer has no any complaint when disputed bill issued by the Licensee. Considering all the facts and situation the disputed bill amount of Rs.13,45,737/- appears to be reasonable. The Nea Co-Op. Hsg. Socy. Ltd. has filed the present grievance application after thought. Therefore grievance is liable to be dismissed.

15. In this respect, it will be just and proper to refer the definition of consumer under Section 2 (15) of Electricity Act-2003 which reads as under :

“consumer means any person who is supplied with electricity for his own use by a Licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;”

In our view in the present case electricity was supplied to Skylark Promoters and he was consumer when the grievance took place. In our opinion the grievance can be raised before this Forum only by the consumer. It is an admitted fact that the said meter was transferred in the name of complainant society in Arpil-2016 and since then it became consumer. The complainant therefore cannot raise grievance in respect of said past bill. In our opinion present complainant was not consumer and cannot raise the present dispute before the Forum. Moreover said Skylark Promoter is not party to the present grievance.

16. Now the question is as to whether present complainant is entitled for any reliefs claimed by it. In our opinion complainant would have entitled for some reliefs, had it been the consumer of the Licensee. It is rightly submitted on behalf of complainant that it is the responsibility of the Licensee to take the reading of the meter at least once in every two months. In the case in hand the reading of the meter was not taken for considerable period and bills of zero units were issued to the consumer. It is also responsibility of the Licensee for the periodic testing and maintenance of all meters. It is rightly submitted that as per Regulations. 15.4.1 of MERC (Electricity supply code and other conditions of supply)

Regulations, 2005 in case of defective meter the amount of consumer's bills shall be adjusted for maximum period of three months prior to the month in which the dispute has arisen in accordance with the results of the test taken subject to furnishing the test report of the meter along with the assessed bill. In the case in hand there is no such assessment and there is no test report given to the consumer with the assessed bill. Under these circumstances the consumer was very well entitled for the relief of refund of excess amount or the excess amount could have adjusted towards future bills. The reading of the meter was not taken regularly and consumer was also entitled for SOP compensation as per Regulations. However present complainant is not the consumer and so he is not entitled for the reliefs claimed.

In the result we answered above points accordingly and pass following order.

The present grievance was submitted on 28.11.2017 and say received on 02.1.2018. The hearing was conducted on 17.1.2018. Both parties have submitted written argument on 19.1.2018. The complainant has produced additional document on 25.1.2018 and there is delay of one day for the decision.

ORDER

1. The Grievance is hereby dismissed.
2. No order as to cost.

S.K.Jadhav
Member
CGRF:PZ:PUNE

B.D. Gaikwad
Chairperson
CGRF:PZ:PUNE

Note: - The consumer if not satisfied may file 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.