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Consumer Grievance Redressal Forum
"Vidyut Bhavan", Gr. Floor,
L.B.S.Marg, Bhandup (W),
Mumbai – 400078.

REF.NO. Member Secretary/CGRF/MSEDCL/BNDUZ/ 430 Date: 10.04.2018

Hearing Date: 03.04.2018

CASE NO.82/2018

In the matter of recitations of the outstanding dues for service no.13542655318

MR. Abhishek S. Jain,
H.No. 591/14, Knono,
Khoni village, Bhiwandi-421302.
(CONSUMER NO.13542655318)
 (Hereinafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution Company Limited
through its Nodal
Officer,
Bhiwandi Circle.

. . . . (Hereinafter referred as Licensee)

**Appearance : For
Licensee**

Mrs. Savita

Bhatia- AGM (TPL)

For Consumer – Mrs. Hemangi Mayekar- AM (TPL)
Mr. Sajid Anasari. - Consumer Representative.
Mr. Punjabi Adil

[Coram- Shri A.M. Garde- Chairperson, Shri. R.S.Avhad -Member Secretary
and Mrs. Sharmila Rande - 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 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. [Electricity Supply Code and other conditions of supply Regulations 2005] Hereinafter referred as 'Supply Code' for the sake of brevity. Even, regulation has been made by MERC i.e. 'Maharashtra Electricity.

2. Consumer herein is Mr. Abhishek S. Jain having then consumer no. 13542655318. His case is as below.
3. The notice (TPL/7415) dated 22.08.2016 was received by consumer somewhere between 30.08.2016 and 03.09.2016 regarding the dues pertaining to above said service number. The above notice clearly mentioned that the service was disconnected on 20.04.2009 for non-payment of dues as per section 56 of the electricity Act 2003.
4. The notice was given to consumer for recovery of dues after a period of almost 8 years 4 months and no bill were issued after the disconnection for recovery of dues pertaining to M/s. Torrent Power Ltd. As well as MSEDCL.
5. Oral request for a copy of the C.P.L. was made to M/s. Torrent Power Ltd. but they ignored. Hence, a written application was made on 10.09.2016 and also to the nodal officer on 12.09.2016. The copy of which handed to consumer on or about 22.09.2016.
6. U/S 56(2) of electricity Act 2003. 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 become first due unless such sum has been shown

continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.

7. How can M/s. Torrent power LTd., recovery the dues of Rs. 22,76,763 and as well as MSEDCL (approx. Rs. 5,94,325) a spot inspection report was made on 22.04.2008 and a factitious case of U.A.E. Pertaining to section 126 was made which was purely on the basis assumption of load was taken into account No verification of load was taken by any load testing meter the mechanical type of meter was not change in spite of Mass Meter replacement Scheme which was prevailing at that time .
8. Going though the C.P.L. consumer it is observed that the consumer was never given a bill for this actual consumption but for assess consumption of almost 7,776 units from 01.01.2009 to 31.03.2009 in spite the meter being changed somewhere in the month of December 2008 and finally a reading of 43,866 units in the month of May 2009.
9. Another spot inspection was done on 21.11.2008 and this spot inspection Report was termed as D.O.E. u/s 135 of Electricity Act 2003. The Spot inspection report was never given to me at the time of inspection and as well as in my application dated 27.09.2016 as well as 20.10.2016. only the assessment copy was given to me.
10. As stated earlier that consumer does not have the spot inspection report nor was I given one by M/s. Torrent Power Ltd; I would like to clarify that what advantage would I gain if I diverted my energy consumption by passing the meter when I was been given the assess consumption bill.
11. The case for power theft was made on 21.11.2008; no F.I.R. was lodged but I was compelled to make the payment of Rs. 5,71,518 on 01.01.2009 which I made in three instalment (1) Rs. 3,00,000 in case (2) Rs. 1,00,000 by cheque and (3) 1,72,218/- by cheque. Both the cheque were dishonoured for which a case was registered u/s 138 on 14.07.2009 I was totally unaware above the same but the amount pertaining to the

dishonour cheque was cleared by me on 09.05.2013; in spite of all the dues being cleared no purshish application reading the settlement was a made to the court the court was unnecessary being misguided along with myself. Various procedures and hearing date were given and summonses were being issue against me. Finally issuing of arrest warrant was initiated by the court. It was this arrest warrant by the officers of Nizampura police station I come to know that M/s. Torrent Power Ltd. had not file any pirshish application to the court in spite I clearing all the dues. Again I would like to state that I was again force to pay amount of Rs. 8,550 on 22.09.2016. A week just before the case was dispose off by the second civil judge, Bhiwandi on 26.09.2016. this show that negligence of M/s. Torrent Power Ltd and the harassmt cause by them.

12. Consumer would like to inform the Forum about the negligence and harassmt which M/s. Torrent Power Ltd has done in extorting the assessment of rs. 5,71,518/- during the first inspection report dated 20.04.2008 the details of the connection load shows that 03 twisting M/c. Each having a load of 7.5 HP was found on site. But the assessment report shows that there were 4 machines each of 7.5 HP the assessment of theft of electricity was calculated according 4 machines each of 7.5 HP for a period of 12 months from 21.11.2007 to 2.11.2008. Consumer would like to state that consumer had only 3 twisting machines having motors of 5HP installed on them, which consumer can prove form the calculation sheet submitted by me as well as I can easily prove that no theft of electricity was taking place in my premises. Hence, consumer be refunded the mount of Rs. 5, 71,518/- along with interest at the rate of 24% per annum that to cumulatively and a mental harassmt compensation of RS. 10,00,000/-.
13. D.L. in reply through Nodal Officer MSEDCL contends that

- I. The company totally relies on the order passed by the IGRC vide order No. IGRC/TPL/BWD/01 dated 12/05/2017. We request Hon'ble Forum to refer to the above mentioned order as and when required.
- II. The company would like to state that as per MERC CGRF regulations 2006, 6.4 *"Unless a shorter period is provided in the Act, in the event that a consumer is not satisfied with the remedy provided by the IGR Cell to his Grievance within a period of two (2) months from the date of intimation or where no remedy has been provided within such period, the consumer may submit the Grievance to the Forum. The Distribution Licensee shall, within the said period of two (2) months, send a written reply to the consumer stating the action it has taken or proposes to take for redressing the Grievance."* The applicant has approached the Hon'ble forum after almost 10 months of IGRC order without mentioning the reason for delay in filing the grievance. Hence it is requested to kindly consider the same in order to dismiss the complaint.
- III. The company would also like to state that as per MERC, CGRF regulations 2006, 6.6 *"The Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen."* The grievance raised by the applicant is for the year 2009 i.e. nine years after the cause of action has arisen. Thus on this ground also, it is requested to kindly order to dismiss the complaint.
- IV. Further, in respect of consumers grievance , the company would like to present the following facts in the subject matter:
 - a. Said service was released on 19-Jul-2006 for Industrial purpose and handed over to TPL on 26-Jan-2007.
 - b. Theft case was booked in the said service u/s 126 and 135 of EA, 2003

on 22-04-2008 and 21-11-2008 respectively.

- c. Consumer had approached for settlement of Vigilance dues on 01-01-2009 and paid the settled amount vide cash and post dated cheque. Cheque got dishonored due to which they said service was disconnected on 22.04.2009.
 - d. Further, it is to be noted that consumer is having Outstanding Dues of Rs 16,20,660/- and had not made the single payment towards Energy dues since 26-01-2007.
 - e. The above details depict the malafide intention of consumer being defaulter in payments and cheque dishonor.
- V.** Consumer has alleged that the service was disconnected due to non-payment of dues u/s 56 of EA, 2003. In this regard, the Company would like to state that the service was disconnected due to cheque dishonor of Vigilance dues and is now permanently removed due to pending arrears. So, the grievance regarding Sec 56 does not stand and need to be dismissed.
- VI.** Further, in respect of consumers claim regarding non-recovery of dues by TPL u/s 56(2) is not tenable and illogical, as the outstanding dues of the consumer are continuously reflected in consumers CPL account. Also, it is to be noted that applicant has made payment of Rs 2, 18,456/- against MSEDCL dues on 30/01/2017 which nullifies the allegations of the applicant regarding the recovery of energy bill in point no 5.
- VII.** It is to be noted that the site inspection by Company on 22-04-2008 and 21-11-2008 was done in presence of consumer (Mr.Vinay Jain) and is being acknowledged. Also, consumer himself has approached Company for settlement of vigilance case; the same can be verified from survey report and Samatipatra. *(The copy of the Samatipatra is*

attached herewith for your reference.) Hence, Consumer's allegation regarding fictitious case of UAE and DOE and not having Spot Inspection report is completely baseless and incorrect. Further, it is to be noted that as per Clause no 6.8 of MERC, CGRF regulations , 2006:

VIII. *"If the Forum is prima facie of the view that any Grievance referred to it falls within the purview of any of the following provisions of the Act the same shall be excluded from the jurisdiction of the Forum:*

f. unauthorized use of electricity as provided under section 126 of the Act;

g. offences and penalties as provided under sections 135 to 139 of the Act;

h. accident in the distribution, supply or use of electricity as provided under section 161 of the Act; and

i. Recovery of arrears where the bill amount is not disputed. "

IX. With reference to consumer's grievance regarding assessed consumption for the period 01/01/2009 to 31/03/2009, Company would like to state that same has been reversed on 15/01/2018.

X. The above facts clearly show the intention of consumer misleading the facts and taking undue advantage by piling up the arrears of Company and MSEDCL.

XI. Thus nothing ought to be granted against the utility. It is respectfully requested to your Hon'ble Forum to kindly dismiss the said grievance, as the consumer wants to mislead the forum by the presenting false allegations.

14. We have heard both sides. It is clear from the averments and submissions made on either side that the arrears bill raised for an amount of Rs. 2262295.37 pertains to a period prior to 2009. Obviously therefore the claim made by D.L. Torrent power under the impugned letter/notice is

barred by limitation. Representative of the D.L. Torrent power Sought to make some points. First one is that the grievance of the consumer is barred by limitation being not filed within two months form the decision of IGRC. There is no such provision of two months limitation nor could the TP representative show one. Second point was that consumer has made part payment in the year 2017 which amount to acknowledgment. CR points out that the said payment was made to MSEDCL towards their dues prior to 2007 before Torrent Power took over in 2007. The representative of TP admitted the said fact. The said amount was paid towards pre 2007 MSEDCL dues in an Amnesty Scheme floated by Govt. That point also does not sustain.

15. In the above facts the arrears bill raised by the D.L. Torrent Power against the consumer has to be set aside. There is some allegation made by the consumer of extortion of some amount of Rs. 5,71,518/- from consumer in the year 2008 to which the same principle of limitation as discussed herein before applies.

Hence the order.

ORER

1. Grievance is partly allowed.
2. The arrears bill raised by the D.L. Torrent Power against the consumer amounting to Rs. 22, 62,295.37/- is here by quashed and set aside.
3. Prayer for refund of Rs. 5, 71,518/- allegedly by extorted form consumer in rejected.

The compliance should be report within 30 days.

The order is issued under the seal of Consumer Grievance Redresses Forum M.S.E.D.C. Ltd., Bhandup Urban Zone, Bhandup.

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,
Keshav Building,Bandra - Kurla Complex, Bandra (E),Mumbai -
400 051”

- b) b) consumer, as per section 142 of the Electricity Act, 2003, can approach Hon'ble Maharashtra electricity Regulatory Commission for non- compliance, part compliance or
- c) Delay in compliance of this decision issued under” Maharashtra Electricity Regulatory Commission (consumer Redressed Forum and 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.

I Agree/Disagree

**MRS. SHARMILA RANADE,
MEMBER
CGRF, BHANDUP**

**ANANT M. GARDE
CHAIRPERSON
CGRF, BHANDUP**

**RAVINDRA S. AVHAD
MEMBER SECRETARY
CGRF, BHANDUP**