

**CONSUMER GRIEVANCE REDRESSAL FORUM,  
AMRAVATI ZONE, AKOLA.**

*“Vidyut Bhavan”*,  
*Ratanlal Plots,*  
*Akola: 444 001*  
*Tel.No.2434476*

Dt- 18/12/2013

**Complaint No.89/2013**

In the matter of grievance of restoration of power,illegal recovery of Electricity  
Duty and refund thereof with interest & compensation

Quorum :

Shri T.M.Mantri,	<b>Chairman</b>
Shri A.S.Gade,	<b>Member</b>
Shri P.B.Pawar,	<b>Secretary</b>

Shri Vikram Ramesh Rao Ingle, (318730337671) ... Complainant

...VS...

The Executive Engineer, MSEDCL, Rural Dn ... Respondent

***Appearances:***

Complainant Representative: Shri Vikram Ramesh Rao Ingle

Respondent Representative: Shri J.H.Rathor, A.E.(Rural) Dn.Akola

1. In the matter of grievance of bills, restoration of power supply, electricity duty with compensation, the complainant has filed the present complaint for the grievance, as inspite approaching to IGRC on 04/09/13 the grievance is not resolved. According to the complainant the grievance starts in view of request of replacement of failed transformer which required to be replaced within 48 hrs. However nothing was done inspite approach to IGRC. The complainant is without electricity since last several

months. The complainant has then given synopsis of the events including that of taking a substantial amount of Rs. 10,000/- by the Lineman Shri Katre for connection including amount under demand note. Reference has been made to written complaint dt. 15.5.13 about non-receipt of bill. It is alleged that first bill for Rs.41,240/- was generated on 05/06/13 and might have been received by the complainant on 7<sup>th</sup> or 8<sup>th</sup> June,13. The due date therein was 19/06/13. Request of installment was made and the concerned incharge directed to pay Rs.15,000/- by putting endorsement. It is alleged that since 16/6/13 there was fault in transformer resulting in interruption in supply. On 22/6/13 the complainant has paid Rs.15,000/- installment towards energy charges. Letter dated 14/8/13 was written raising grievance about non getting of supply. Reference has been made to reminder letter dt. 19/8/13 then approach made to IGRC with copy to Chief Engineer on 04/09/13. On 16/9/13 the office of the Chief Engineer wrote a letter to IGRC for redressal of the grievance and also for furnishing intimation as mentioned therein. For about 15 days even notice was not issued. Even the allegation is made about demand of bribe by the concerned J.E.(Maint.) for replacement of transformer, who after receipt of notice from IGRC deliberately issued failed transformer resulting in remaining without power supply inspite spending substantial expenses. It is alleged that on account of negligence of employees of the licensee not only the complainant but consumers are required to face distress of load shedding so also leads to increase in loss.

2. The complainant has also made allegations about recovery of electricity duty contrary to the Govt. notification, the same needs to be stopped alongwith refund of amount already recovered and accordingly prayed various reliefs as per prayers clause.

3. Notice as per regulations was issued to the concerned office of the N.A.Licensee for submitting reply to the complaint. The reply came to be filed but belatedly, opposing the complaint. The N.A. has raised objection that as per records, Shri Ramesh R.Kedar is consumer of N.A. and the present applicant being not consumer and as the consumer Mr.Kedar has not given any written consents the complaint filed by present complainant is not tenable.

4. This stated that after submission of application by Mr.Ramesh Kedar for IP connection it was brought to his notice that connection can be provided from existing LT line, after spot inspection. From the said LT line, connections to various types of consumers were issued. The consumer has not made any grievance that time, inspite observance of load shedding as per norms of the licensee company. Till 17/6/13 there was no grievance of the consumer. Because of some technical lacunas the said transformer became defective, resulting in interruption in consumer supply. Grievance about interruption in supply from consumer was received on 14/8/13. As per directives issued by licensee company, unless arrears of electric consumption from that transformer is paid by the consumers, action of replacement of transformer would not have been taken. But as the consumers have not made payment of

the arrears there was problem in restoration of the supply. Reference has been made to Circular of the company in respect of transformer of Ag. connection, after remittance of dues by 80%, the transformer to be replaced.

5 It is stated that upon pointing out non receipt of electric bills for 18 months by the consumer immediately the bill was issued to him as per provisions under Regulation 2005. The said bill was correctly issued and accordingly consumer has deposited Rs.15000/- on 22/6/13 as the bill issued to the consumer was bifurcated, thereby the consumer has not been put to any loss. The complainant's demand for delay charges, interest as well as awarding of installment cannot be accepted.

6 It is further stated that the electricity duty is being levied and if the consumer wants exemption then certificate from the competent authority for such exemption is necessary and upon production of such certificate levying of electricity duty can be stopped. Lastly the non applicant has pressed for rejection of the complaint.

7 The matter was then posted for arguments, that time both the parties have filed certain documents. It is an admitted position that the electricity connection was provided on 05/11/11 and the same is also mentioned on the electric bills on record. Admittedly no electric bill was issued on behalf of the the concerned office of the N.A.licensee and the first bill of May,13 dt. 05/06/13 payable date 19/6/13 was issued. Admittedly it was after the receipt of letter dated 15.5.13 copy of which is filed on record bearing seal and signature of the recipient on behalf of the concerned office of the N.A.licensee and in the reply of N.A. also it was so mentioned. So one thing is clear from

that for about 18 months no electric bill was issued by the concerned office of the N.A.licensee. The bill issued is for Rs.41,240/- for 7144 units. Grievance has been raised in respect of the said bill and it is clear that the concerned officer of the N.A. has endorsed in hand on the said bill for amount "Rs.15000/- as PP" The said amount of Rs.5000/- has been paid for the receipt date 22/6/13 on record. It is also referred to in the reply of the N.A.

8 It is also an admitted position that on or about 16/17.6.13 the electric supply was interrupted on account of failure/technical fault in the transformer. It is also clear on the record that grievances have been made time and again including approach to IGRC, Information Officer under RTI. In the light of such admitted position on record the controversy between the parties needs to be looked into. According to the N.A. Ramesh Kedar is the consumer of N.A.licensee and there is nothing filed on record by the complainant pointing out consent given by said Ramesh Kedar to the complainant. According to the N.A. therefore the complaint is liable to be dismissed. Apart such oral submissions the N.A.is only relied upon definition of consumer in Electricity Act. As against this on behalf of the complainant, copy of agreement of lease between the complainant and Ramesh Kedar is filed on record. During the course of argument it was referred to and relied upon. Apart from that it is also clear that the copies of correspondence of the complainant filed on record clearly show that it is specifically mentioned that the meter and the premises is owned by Ramesh Kedar. Copy of lease agreement coupled with other documents including the letter dated 15/5/13, making of payment of Rs.15000/- on 22/6/13 clearly shows that the present complainant is Occupying the premises at the relevant time as licensee of Ramesh Kedar. As

per the available material on record it is clear that he was Occupier. In the light of such material on record there is no merit in the objection of the N.A. that present complaint as filed is not tenable. Further more it is to be noted that in the cause title of the complaint, the applicants description is specifically mentioned as occupier of the premises of Shri Ramesh Kedar having meter in the name of Shri Ramesh Kedar. Consequently, it is clear that even prior to filing of the present complaint the concerned office of the N.A. was dealing with the present complainant and after making of written grievance by him on 15/5/13, the first bill as referred to above came to be issued.

9 As already observed above present complainant himself has filed on record the agreement of lease, on going through the same it is clear that it is for specific period of 11 months from 1<sup>st</sup> August,12 Condition No.1 thereof specifically mentions that after completion of the period of lease the premises shall be vacated unconditionally. Further it is clear that the rent of agreed period of 11 months has been paid. No other document has been filed on record nor anything has been submitted in that respect. So it is clear that the present complainant is a occupier in the premises as lessee for period of 11 months commencing from 1<sup>st</sup> August,12. It clearly means that the said period and contract expired after period 11 months i.e. 1<sup>st</sup> July,13, even at the bottom of the said agreement the said date is mentioned. In view of such documentary material on record it is clear that the present complainants existence and right on the premises in question is till 30<sup>th</sup> June and seized from first July,13. The complainants prayer and reliefs needs to be considered, accordingly.

10 Admittedly the first bill came to be issued after letter dt. 15.5.13 that to for Rs.41,240/-. Upon making grievance by the present complainant as referred to above endorsement of Rs.15000/- was made on that by the concerned officer and accordingly the said payment was deposited on 22/6/13 as per receipt on record. It is an admitted position that since about 16/17.6.13 there was interruption in the supply on account of fault/failure of transformer. No doubt, the record clearly shows that the complainant has made grievances by making correspondence and approaching the authorities. As already observed above as per available evidences on record, more particularly the lease agreement the present complainant has taken premises on lease for specific period of 11 months and as per said agreement the said period expired on 30<sup>th</sup> June/1<sup>st</sup> July,13. According to the N.A. there were Agriculture. and other connections also from the said transformer and as the said transformer was failed it was to be replaced. As per defense and submissions made, payment of dues by 80% consumers , new transformer can be replaced. The N.A. has referred to circular dt. 5.11.11 of the Director (Operations). During course of arguments there was controversy between the parties in respect of period of load shedding as well as group. According to the complainants representative at the relevant time the complainants area was under 'C' group whereas according to the N.A. representative it was in 'F' group. Instead of going into that controversy this Forum is of the view that the present complainants tenure of lease was till 30/6/13 as per agreement and admittedly during that period there was failure of supply. As far as present complainant is concern this Forum is restricting the scope of controversy till that period only. So admittedly it is clear from record that there was failure on the part of concerned office of the N.A. in meeting with SOP, so also non

issuing of the electric bills, failure to take reading of the meter till May,24 is in contravention to the provisions of regulations so also restoration of supply within the period. Consequently as per provisions under MERC (Standard of performance of distribution licensee period for getting supply and determination of compensation)regulation 2005, with SOP code Regulation 2005 the present complainant is entitled for appropriate relief including compensation. As is clear from record that the supply was not restored till approach made to IGRC and other authorities. Here it is pertinent to note that the concerned office of the N.A. licensee has failed to bring on record as to when the electric supply has been restored. The letter dated 16<sup>th</sup> Sept.2013 of Information Officer of Amravati Zone, Akola has mentioned about taking appropriate steps and furnishing of information to the said office including that of action taken against erring employee. From the side of the N.A. nothing has been brought on record in that respect also. In view of the present complainants right of lessee on the premises till 30/6/13 and having not brought anything on the record by the complainant for further period , this forum is inclined to grant relief for that period only. As referred to above as per clause 7(i) of Appendix A of MERC Regulation 2005 referred to above, taking of reading of meter is prescribed so also compensation payable for failure to meet that SOP/activity i.e. from 1/11/12 to 30/6/13 @Rs.100/- for first month and Rs.200/- per month beyond first month of delay. As per present complainants occupation of premises is from 1<sup>st</sup> August,12 and he has issued letter for non issuing of bills thereafter only the first bill as referred to above came to be issued. The complainant is therefore entitled for compensation for such failure in meet out SOP by the concerned office of the



N.A. In the like manner the complainant is also entitled for compensation for restoration of supply @Rs.100/-per week from 18/6/13 till 30/6/13.

11 The complainant has also made grievance about charging of electricity duty in the bill, it being Industrial unit in Vidarbha region has been granted exemption by the State Govt. In the reply the N.A. has not disputed about such exemption and entitlement for refund but has mentioned that after filing option certificate of competent authority, electricity duty will be stopped. Nothing has been brought on record from the side of N.A. to substantiate the same but during course of argument it has been admitted that State Govt. has granted exemption of electricity duty till 31/3/2014 for Vidarbha region. It has been pointed out from the record that in the bill of May,13 an amount of Rs.3291.36 has been levied and billed as Electricity duty. Consequently the said amount needs to be refunded as levying of electricity duty in such case was illegal.

12 The complainant has also claimed compensation for alleged business loss on account of interruption of supply. Suffice to say that he said claim is not tenable under provisions. The complainant has also claimed cost of the proceeding. Considering the right of entitlement of the complainant for relief in terms of the agreement of lease, this Forum is of the considered view that appropriate relief will meets ends of justice. Here, it is required to be mentioned that N.A.licensee to take suitable action against the erring officer/staff for failure in discharging of duty, resulting in incurring of monetary liability against the N.A. The same needs to be recovered from such erring office/ staff apart from official action, as laid down by Hon.ble Supreme Court in the matter of M/s M.K.Gupta versus Lucknow Development authority,

so also by the Hon.ble electricity Ombudsman Nagpur in Rep. 50/2013. So also N.A License to look/enquire into the serious allegations made in the complaint about bribes against particular employees/officer. Needless to mention that the amount payable under this order needs to be adjusted in bills of the N.A.licensee. Hence, this forum proceeds to pass following unanimous order.

### **ORDER**

- 1 The complaint No.89/2013 is hereby partly allowed. The N.A. is liable for compensation of delay in issuing electric bill from 1/11/12 to 15/5/13 @Rs.100/- for first month of delay and Rs.200/- for the subsequent period of delay. The N.A. is also liable for compensation @Rs 100/- per week from 18/6/13 to 30/6/13. The N.A. is also liable to refund of amount of Rs.3291.36 recovered towards Electricity Duty. Needless to say that this amount of compensation and refund is to be adjusted in the electricity bill payable by the complainant.
- 2 In the peculiar facts and circumstances parties to bear their own costs.
- 3 The N.A.licensee to take appropriate steps against the erring official/staff of the concerned office of N.A.licensee in terms of the order as laid down by the Hon.ble Supreme Court in Lucknow Development Authority versus M.K.Gupta reported in 1994 S.C.C.(i) page 243 as well as ordered by Hon.ble Electricity Ombudsman, Nagpur.
- 4 That the compliance report to be submitted within one month from this order.

Sd/-  
(A.S.Gade)  
Member

Sd/-  
(P.B.Pawar)  
Secretary

Sd/-  
(T.M.Mantri)  
Chairman