

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM AURANGABAD,

Case No. CGRF / AZ / AUR / U/ 407/ 2012 /40/

Date of Filing 30/10/2012

Date of Decision 22/01/2013

01) Shri Amrut D. Gosavi, COMPLAINANT  
C/o Madanlal Agrawal,  
Bansilal Nagar,  
Aurangabad.  
(Consumer No. 490012572465)

VERSUS.

01) The Executive Engineer (Admn.) RESPONDENT.  
Nodal Office, O&M Urban Circle, MSEDCL,  
Aurangabad.

02) The Dy. General Manager,  
GTL Ltd., Aurangabad.

CORAM:-

Shri V.B.Mantri. Chairperson.

Shri S.K.Narwade. Member/Secretary.

Shri V.S.Kabra. Member.

JUDGEMENT

The complainant Shri Am rut D.Gosavi is consumer of respondents having consumer No. 490012572465. He has filed a complaint before Forum regarding dispute of electricity bill. In brief complaint is :

- 01) The respondents have not issued monthly electricity bills till December 2011.
- 02) It was for the first time, he received a bill in the month of January 2012 amounting Rs.6, 91,933/-. The said bill was for 14 months period. He therefore filed his representation to Respondent No.2 on 5.11.2011 and requested them to revise the bill. .
- 03) Since no cognizance was taken by Respondent No.2, he was forced to file grievance before Hon'ble Forum on 21.02.2012. During the discussion, Respondent No.2 agreed to grant six equal installments by waving interest and DPC amount. The Hon'ble Forum, in view of oral submission by Respondent No.2, disposed of the grievance as per amicable settlement on 20.03.2012.
- 04) As per the amicable settlement, Respondent No.2 was required to issue monthly bill plus 1/6<sup>th</sup> of previous bill amount on deducting interest and DPC amount. However Respondent No.2, continued to issue bills without granting installment as agreed during amicable settlement.
- 05) In spite of non receipt of bills as per amicable settlement before Hon'ble Forum, he have made following payment to Respondent No.2

01)	April 2012	Rs.	1,25,840/-
02)	June 2012	Rs.	1,30,000/-
03)	August 2012	Rs.	4,25,000/-
	Total amount paid	Rs.	6,80,840/-

- 06) The complainant further submitted that, inspite of making constant follow up and number of visits made to GTL main office, for settlement of bill, his grievance is not redressed.
- 07) The complainant submitted that though complainant is ready to pay the cost of meter, Respondent No.2, in order to harass the complainant, deliberately to avoid to restore the electricity supply which remains disconnected since 08.09.2012. Further Respondent No.2 is issuing bills showing the meter status as INACCE even though the meter installed is at common place which is accessible for 24 hours.
- 08) The complainant therefore prayed to restore the electricity supply immediately, and to issue revise bill for balance amount on deducting interest and DPC amount, to grant three equal installment for making balance payment of the bill, to pay compensation of Rs. 40,000/- towards excess amount paid on Diesel Generator; to pay Rs.25000/- compensation towards harassment and mental agony.
- 09) In reply respondents submitted that after getting the order in his favour, the consumer started taking undue advantage of the order and started to skip of payment of the current bill itself inspite of multiple requests from Engineer looking after the area where the connection is situated. Also he started approaching the offices of GTL Ltd. and forcing the persons for accepting payments through cheques of amounts as per his desire.
- 10) Under the authority of order which prohibits GTL Ltd. for not to disconnect the supply in case consumer pays, GTL Ltd. has to accept the amount

whatever tendered by the consumer. The consumer even though used to threaten the GTL Ltd. with contempt of order of CGRF at the time every payment made.

- 11) That the respondent No.2 has obeyed the order of Hon'ble CGRF and had never disconnected the supply of the consumer anytime after the order while consumer on his part had failed to pay even the current bill till end of August..2012.
- 12) It is very strange that till June 2012 (the arrears are to the tune of Rs.8, 31,092.23) the meter was operative and functioning smoothly. But suddenly the meter showed the reverse reading and the photometer for July 2012 indicating the same is attached and annexed herewith as Annexure-III.
- 13) Thereafter in August 2012 suddenly all meter display has been vanished and meter showed the status as No Display. The Photometer reading for August 2012 showing no display status is attached and annexure herewith as Annexure-IV.
- 14) Thereafter suddenly meter was burnt on dated 08.09.2012 as per consumer's own version.
- 15) The meter is the property of Distribution Licensee/Franchisee fitted in consumer's premises. It is the duty of the consumer to maintain it and to prevent it from any unauthorized interference/damages. Also if the meter shows any abnormal reading and discrepancies in reading from normal meter reading the consumer is liable to report it to Licensee/Franchisee immediately. In absence of reporting by consumer the provisions of The MERC(Electricity

Supply Code & Other Conditions of Supply Regulations 205, 15.4 comes into operation.

- 16) The said average reading is reflected in the software generated CPL system for these months & bill for July 2012, August 2012 and his outstanding bill in month dated 19<sup>th</sup> August 2012 of Rs.10,0,370/- is the actual bill of the consumer on 19.08.2012. When manual adjustment of 14206 units is entered in October 2012 the locked credit benefit of Rs. (-) 2, 26,544.95 has been given to the consumer which includes bill for three months of July, August and September 2012.
- 17) It is submitted that the consumer has misled the respondent No.2 by way of not making payment by cash but presenting the cheques while in fact his cheque of Rs.2,25,000/- has been bounced due to insufficient fund. The statement of bank in regard to it is attached and annexed herewith as Annexure-VI.
- 18) That when consumer again approached Hon'ble Forum for reconnection under the oral orders of the Forum the supply of consumer was reconnected immediately and as per the directives of the Forum the cheque of Rs.2,50,000/- was accepted. It is stated that again the said cheque was bounced. The consumer had been given message about it and he accepted that the cheque was bounced. He thereafter deposited the amount by cash. The Bank memo showing the cheque has been bounced is attached herewith as Annexure-VII.

- 19) On the background of these facts & under the shield of order of Hon'ble Forum in Case No. CGRF/AZ/Aur/U/379/2012/12 the consumer had even defaulted to pay the current bills till August 2012 when he is supposed to clear 4/6<sup>th</sup> of adjudicated amount along with current bills.

On the above facts respondents requested to dismiss the complaint.

The Forum heard complainant and respondents and also gone through the submissions of both parties.

In this case complainant prayed for restoration of the electricity supply immediately, but no question of restoration because of the electricity connection of complainant is not disconnected. Mr.Ashtikar from GTL submitted before Forum; that electricity supply is not disconnected

Complainant another prayer is for direction to respondent for issue revised bill for balance amount after deductions interest & DPC, but in this regard opponent is NOT "ready to deduct interest & DPC on ground that cheque was dishonored. The order passed by this Forum on 22.03.2012 is as under:-

"The consumer is present. He is ready to pay the arrears or bills. He however prayed for 6 installments in making payment, in-addition to current bills. Mr. Ashtikar for GTL has no objection for granting 6 equal installments. However should not make any default in paying installments". Hence the grievance is redressed amicably. The petition is disposed off" But after above order complainant dishonored cheque by

stop payment as per submission made by opponent GTL & complainant itself. So no question arises or waive off interest & DPC.

Third prayer of complainant is to be directed to respondent for grant of 3 equal installments for making balance payment, in this regard Forum is directed respondent to give again 3 equal installments as prayed by complainant for outstanding of disputed bills in cash only. In view of essential commodity like electricity necessity of complaint on humanitarian hence Forum allowed to give 3 equal installments for payment & resolve issue.

Further complainant prayed for compensation Rs.40, 000/- towards amount paid for Diesel Generator but Forum disallows this prayer on ground of complainant did not come before Forum with clean hands & every consumer duty to make payment for enjoying electricity. In this connection opponent GTL submitted in his say that, the bill given to the consumer is as per actual meter reading and the total outstanding amount or bill is Rs.4,51,188.24.

So on above points & circumstances Forum come to conclusion that, complainant is making false commitment before Forum as already Forum granted previously 6 equal installments as requested by complainant, but complainant did not comply order of Forum given on 22.03.2012 and stop

payment. In view of above circumstances Forum is directed complaint as under:-

ORDER

- 01) The grievance of the complainant is hereby partly allowed.
- 02) The complainant is permitted to make payment of outstanding arrears of bills in three monthly installments. The first installment is payable on 12.02.2013 in addition to his regular bill.
- 03) In case of single default in making payment of installment amount, Respondents are allowed to recover outstanding bills in lump-sum.
- 04) The vest of prayers of complainant are rejected
- 05) No order as cost, matter disposed off.

Sd/-  
(V.S.Kabra)  
Member

Sd/-  
(S.K.Narwade)  
Member/Secretary

Sd/-  
(V.B.Mantri)  
Chairperson



