

**BEFORE THE CONSUMER GRIEVANCE REDRESSAL  
FORUM , AURANGABAD ZONE, AURANGABAD**

**Case No. CGRF/AZ/AUR/U/26/ 2006/ 05**

**Date of Filing: 29.05.06.**

**Date of Decision: 06.07.06**

**Shri -Pravin Suvalal Parakh                      The Consumer**

**Complainant.**

**Plot No. M-18/215, Mhada Colony ,Aurangabad.**

**V/s**

**MAHARASHTRA STATE ELECTRICITY  
DISTRIBUTION COMPANY LTD. ( MSEDCL)**

Sub: Grievance under the Maharashtra Electricity Regulatory  
Commission,(Consumer Grievance Redressal Forum  
and Ombudsman) Regulations 2006

1. The consumer complainant Shri **Pravin Suvalal Parakh** has filed his grievance in Annexure “ A “ before this Forum on **29.05.06** under regulation No. 6.10 of The Regulations 2006. A copy of the grievance was forwarded on .29.05.06 to the Nodal officer and Executive Engineer (Adm) in the office of the Superintending Engineer, Urban Aurangabad with a request to furnish his response on the grievance within a period of fifteen days and hearing in the matter was fixed on **15.06.06**.
2. The grievance of the consumer, in brief, as per consumer, is as stated below.

The bill for the period 31.3.2004 to 29.05.2004 for Rs.921/- was given to him but the status of the meter in the bill was shown to be faulty. The consumer therefore on 24.5.04 applied to concerned Jr. Engineer to give corrected bill as per reading but without taking any action thereon he was given bill for the period 29.5.04 to 31.7.04 for 2723 units amounting to Rs. 11830/ Therefore he again applied on 9.8.04 against the exhorbitant billing. Thereafter for the period 30.11.04 to 31.1.05 bill for Rs. 8529/ was given to him.

Therefore on 10.2.05 he applied to Jr. Engineer to give him correct bill. In the meantime the D.L. removed the old meter and replaced a new meter. After installation of new meter his electricity consumption was very less and accordingly he received bills. The contention of the consumer that from this his consumption of electricity could be understood.

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He has further stated that he has purchased the house considering the future education necessity of his children and he is not residing therein but has settled in Gangapur for business purposes and today also he is still staying there at Gangapur. After his correspondence with Jr. Engineer for faulty meter the old faulty meter was replaced by new meter and when he enquired about the previous bills he was given to understand that the bill will be reduced after the receipt of meter testing report. It is also contended that the consumer took the meter inspection report from Jr. Engineer in which the meter was shown to be faulty. However without asking the consumer to pay meter testing fees his electricity supply was permanently disconnected ( P.D.) in Oct.05. No advance intimation about PD was given to him.

The consumer therefore filed his grievance before the Internal Grievance Redressal Cell ( IGRC) on 17.01.06 but the Ex. Engineer by his decision dt.27.02.06 directed the consumer to pay Rs.16530/ .The decision of IGRC is not acceptable to him .He had received bills denoting faulty meter status in the year 2002-03 due to whims and fancies of the meter reader. As a matter of fact , it is contended that the bill amount shown in the bill because of the faulty meter status should be deducted from next bill but however without doing this he was given complete bills for electricity. The consumer therefore applied for reduction in the bills of the electricity. The consumer further requested to issue directives to the D.L. to restore his electricity supply .

On the date of hearing i.e. 15.6.06, the consumer was present , the Nodal Officer Shri Pawar present on behalf of Distribution Licensee. The Nodal Officer filed his response dt.14.6.06 at the time of hearing. A copy of reply filed by the Nodal officer was given to consumer and he was asked to file his reply on or before the next date of hearing. Nodal officer was asked to submit the copies of meter inspection report of both old and new meter and also the meter testing report of the old meter. The hearing was kept on 22.6.06.

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On the date of hearing i.e. on 22.06.06, consumer was present, Nodal officer was present on behalf of Distribution Licensee.. Consumer filed his reply on the response of Nodal officer ,copy of which was given to Nodal officer. The Nodal officer filed meter inspection report of dt. 07.03.05 but did not file meter testing report. As regards the meter testing report, the Nodal officer stated that the meter testing fees was not credited by the consumer .He was asked to file copy of the communication ,if any, given to the consumer asking him to pay the meter testing fee. The Nodal officer further stated that since the consumer has complained after long period, it was not possible to test the meter. The case is reserved for decision.

We have gone through the grievance of the consumer , three copies of applications filed by him to the officers of the D.L. and copies of the bills filed along with the grievance and also through the reply filed by the consumer on 22.6.06 on the response filed by the Nodal officer. We have also gone through the response of the Nodal officer, decision dt. 27.2.06 of the IGRC, meter replacement report dt.6.10.04, meter inspection report dt.7.3.05 and copies of the CPL. Meter testing report –neither for old meter nor for the new meter – is filed by the Nodal Officer. The contention of the Nodal Officer that the consumer never raised grievance for testing of meter and did not pay meter testing fee and hence question of testing of meter does not arise, is not acceptable to us. On going through the CPL we find that the status of the meter is shown as normal from May 01 to May 02. Thereafter from July 02 onwards the meter status is shown intermittently faulty. The consumer on 24.5.04 has applied to the Jr. Engineer for rectification of the bill. It is also stated that the consumption of electricity is very less. The consumer has again applied on 9.8.04 to rectify the bills given to him in which meter is shown to be faulty. The consumer on 10.2.05 has again applied to Asst. Engineer stating that the bills received are exhorbitant and wrong and that he should be given corrected bill. No contention on behalf of Distribution Licensee is made that any of the applications of the consumer was replied to. Secondly on going through he CPL we find that for March 04 , May 04 ,July 04 ,Sept.04, Nov.04 and Jan.05 , the consumption of the electricity is shown to be 281 ,282, 2723,2724,18 & 1822 units respectively.

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On going through the CPL we also find that from March 01 to Jan.04 the consumption of the electricity by the consumer has never exceeded two digit figure barring that of May 02 which is shown as 128 units. It is for the first time that CPL discloses the meter status as faulty for July 02. For Sept.02 also the meter status is shown as faulty. Thereafter for some months it is shown as Normal and again Faulty status appears intermittently. Surprisingly though the meter status is shown as faulty ,the previous and current reading figures are same for some months and in some months they differ meaning thereby the difference between the two has been taken to be the consumption for the purpose of billing. In the decision of the IGRC giving reference of the sub division it is stated that the energy bill of the consumer is revised for the period May 04 to Jan.05 giving set off amounting to Rs. 19940.84 and interest amount of Rs. 3767.78 and revised bill for Rs. 16530/ has been issued. It is also stated that the revision of the bill is done as per reading recorded by the meter. On going through the revision assessment sheet we find that for the period May 04 to Jan.05 the consumer is charged for 7551 units. The reading of the meter at the time of replacement as reported in the meter replacement report is 3535. In the revision assessment report it is shown that the consumer was required to be billed for 3535 units and accordingly subtraction of 4828 units has been given to him. On going through the CPL we also find that for March 04 the previous and current reading is shown as 531 & 812 respectively, for May04 the previous & current reading is the same i.e. 812 & for July 04 it is 812 & 3535 respectively. When the consumer has been representing from May 04 , the meter is replaced on 6.10.04 ( which is permantaly disconnected on 27.10.05) when the CPL has been showing meter status as faulty intermittently ,it is surprising that the distribution Licensee is content with saying that the consumer never applied for testing of the meter and not paid the testing fee and hence question of testing of meter does not arise. The rule 14.4.1 of the Maharashtra Electricity Regulatory Commission ( Electricity supply code and other conditions of supply) Regulations , 2005 ( hereinafter referred to as the Supply Code) , reads as follows.

**“ The D.L. shall be responsible for the periodic testing and maintainace of all consumers meters”**

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The Supply Code thus clearly stipulates that the periodic testing and maintainance of the meters of the consumer is the responsibility of the Distribution Licensee( D.L.) . The D.L has not taken any cognizance of this responsibility, and instead the blame is trying to be passed on to the consumer , is completely incorrect.. If the meter was faulty, Rule 15.4 of the Supply Code specifies as to how the billing is required is to be done in the event of defective meters. Had the D.L. asked the consumer to pay the meter testing fee and had the consumer declined or not paid the meter testing fee ,then perhaps there could have been some sense in the argument put forth by the D.L. Leaving this aspect aside , still it would have been incumbent on the D.L. to test the meter for raising the bill on the consumer . This obviously has to be done by the D.L. when a mere look at the CPL would have warranted this. The revision of the bill which is stated to have been done is not done till the supply of the new meter was permanantly disconnected on 27.10.05. This could be evident from the fact that the Permanent disconnection report dt.27.10.05 discloses that the disconnection is done due to arrears to the tune of Rs.39214=77. The bill revision statement or the actual bill issued after revision do not disclose any date on which this revised bill is issued. The decision dt.27.02.06 of IGRC that the bill is revised for Rs.19940=84 and interest amount of Rs.3767=78 and revised bill of Rs. 16530/ is issued, whereas the revised bill discloses that the interest of Rs.3260/ which has been fed ( to the computer system) has been withdrawn from the arrears . In view of all the facts above it would be perfectly in fitness of things to assume that the revised bill is issued some where in Feb.06.This could also be inferred from the decision of the IGRC dt.27.2.06, which speaks of this bill revision. It is really surprising that when a consumer has been clamoring from May 04 , when the

CPL discloses meter status as Faulty at number of places, the D.L. is content with saying that they have revised the bill , needless to say without giving any heed to the Rules referred to above of the Supply Code 2005.

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We would also like to consider the contention of the Nodal Officer that as per Rule 6.5 of the Supply Code the agreement of supply between the D.L. and the consumer is deemed to be terminated . As observed above the D.L. has failed in its responsibility so far as periodic testing and maintainace of the meter of the consumer is concerned . Not only that the Distribution Licensee has not considered the provision of rule 15.4 of the supply code in respect of billing in the event of the defective meters as the testing of the meter was not done. Secondly no cognizance , whatsoever appears to have been taken by the Distribution Licensee of the representations made by the consumer , the first of such representation being of May 04, the provisions of section 56 of the Electricity Act 2003 ,--- so far as giving of 15 clear days notice in writing before disconnection----- have been flouted by the D.L. while disconnecting the supply of the consumer .The provisions contained in Rule 6.5 of the Supply Code which speak of termination of agreement if the consumer remains disconnected for more than six months, has no application in the present case

because of the facts of the case as stated above. The provision of Rule 6.5 needless to say holds good where the Distribution Licensee. and /or consumer fulfill the obligations required of them in accordance with the Electricity Act 2003 and the supply code. Since the D.L. has failed to live up to its obligations, the contention of agreement being terminated does not apply in this case.

The meter inspection report dt.7.3.05, ( rather VEEJ GRAHAK MANDNICHA TAPASANI AHWAL) does not disclose the load details as the door of the consumer is stated to be locked, the Forum decided to visit the premises of the consumer to ascertain the same .Intimation of this was given to the consumer as well as to the officers of the D.L. .Accordingly the members of the Forum and the officers of the D.L. visited the flat of the consumer( who was already present there) on 28.6.06 at @ 16.15 hrs. The officers of the D.L. noted the load details which include three tube lights of 40 W each, one bulb of 60 Watts , 2 bulbs of 10 W and 2 fans of 60 W and one iron press of 750 W., thus showing total load of 1070 W . Considering the load details , it is quite obvious that the consumption of electricity could not soar as high as 2000 or exceeding 2000 units, which is reflected in CPL. As stated above though the meter is shown to be faulty the readings or some figure of consumption shown on average basis ( which in fact is not an average) have been considered for billing the consumer.

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So far as the bill revision is concerned , in our opinion it is not at all correct. The action on the part of the D.L .in assuming that the consumer has used units up to 3535 till the time of removal of old meter is not correct . Firstly as stated above , barring consumption for May 02 ,the consumption of electricity by the consumer has



never exceeded two digit figure from May 01 to Jan 04.. Secondly though in some months the meter status is shown to be faulty still the readings as shown on the CPL have been considered for billing . The possibility of meter reader not going for taking the actual reading of the meter and instead giving some figures showing meter status as faulty cannot be ruled out. As has been mentioned by the consumer that he is not staying in the premises permanently but staying at Gangapur and for a short period he or his relatives stay there. This perhaps explains the less consumption of electricity which is reflected on the CPL from May 01 to May 02. The meter status as already observed above has been shown to be Normal at both the places . The meter status is shown in the CPL at two places. Barring this continuous stretch of May 01 to May 02 ,the meter status is not shown as Normal at both the places thereafter. In some cases for a month at once place it is shown as faulty and at other place it is shown as Normal and vice versa. At some places some normal entries at both the places are there but as observed it is not for a continuous long spell. On this background taking the consumption from Jan.03 to March 04 ( for 14 months) comes to 612 units and average monthly consumption comes to 43 units. So far as CPL of May 04 is concerned the previous and current reading is shown as the same i.e. 812 but the consumption for which consumer is billed is shown to be 282 units, the meter status shown is faulty. The average consumption as stated above could have been @ 43 units. Taking a compressive view and trying to interpret the entries of the CPL in a harmonious manner ,the best possible way or solution appears to consider the figures of consumption from May 01 to May 02 as the meter status shown at two places for the same month is shown as Normal. The word harmonious interpretation is used because all entries in a month cannot be interpreted in a consistent or harmoniums manner. To make the point clear, entries on the CPL for July 01 shows meter status to be Normal at both the places but against disconnection tag it is shown to be P.D. ( permanently disconnected) .The entry P.D. continuously runs from July 01 to July 05.

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Therefore taking a harmonious view consumption for the period from May 01 to May 02 has been taken for consideration for calculating the average units consumed by the consumer. The average units consumed from May 01 to May 02 are 07,02,40,66,08,10 & 128 units. The total of all these units comes to 261 at an average of 18.64 say @ 20 units per month. The fact of less consumption by the consumer is corroborated by the fact that the new meter was installed on 6.10.04 and the same is permamantly disconnected on 27.10.05. The initial reading at the time of installation was 0002 where as the reading at the time of P.D. was 0021. This also corroborates the contention of the consumer that he is residing at Gangapur and not in this premises and occasionally he or his relatives use the premises. Therefore in view of the above observations, we are of the opinion that the consumer has been charged exorbitantly , his request for correction of the bills has not been considered by the D.L.. Not only that the D.L. has not complied with the relevant provisions of the Supply Code so far its action vis-a-vis the consumer is concerned. The consumer has paid the bills up to Jan.04 which in other words means that he has no objection so far bills up to this period are concerned. It is only the bill of March 04 onwards which he started contesting with the D.L.. Therefore we are of the opinion that the consumer should be charged at monthly average of 20 units for the period from March 04 till the date of permanent disconnection . As observed above the supply of the consumer is permamantly disconnected on 27.10.05 without taking any heed of his representation in the matter. As observed above the D.L. as flouted the provisions of section 56 of Electricity Act 2003 and provisions of the supply code while disconnecting the supply of the consumer. Therefore in our opinion the supply of the consumer deserves to be restored without the consumer being charged any amount towards restoration of supply..

**Hence it is ordered that**

1. The bill outstanding at the time of P.D. along with the revised bill of Rs.16530/ is quashed.

2. The D.L. is directed to issue fresh and revised bill from March 04 to the date of P.D. i.e.27.10.05 , at the rate of 20 units consumption per month.

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3. No DPC or interest should be charged while issuing the fresh and revised bill as per 2 above.
4. The revised bill as observed above should be issued within a period of 21 days from the date of this order.
5. The consumer shall pay the bill within a period of 21 days after the receipt of the bill.
6. After the bill is paid by the consumer the supply of the consumer shall be reconnected immediately.
7. The D.L. shall pay compensation of Rs. 250/ for the harassment and the inconvenience caused to the consumer

**The Distribution Licensee .& the consumer shall  
comply**

**with the above order and report compliance to the**

**Forum**

**Inform the parties and close the case.**

**(H.A.KAPADIA) ( V.G.JOSHI) ( R.K.PINGLE)**  
**MEMBER MEMBER SECRETARY CHAIRMAN**