

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM ,  
AURANGABAD ZONE, AURANGABAD

Case No. CGRF/AZ/AUR/R /333/ 2011/13

Date of Filing: 18.03.2011

Date of Decision: 09.05.2011

Dhoot Compact Limited,  
Gut No.140, Post Bidkin,  
Tq.Paithan, Paithan Road,  
Dist. Aurangabad.  
(Consumer No. 4903029041980 )

Consumer Complainant.

V/s

Maharashtra State Electricity Distribution Co. Ltd.  
Rural Circle, Aurangabad.

Coram:	Shri V.B.Mantri	President
	Shri V.S.Kabra	Member
	Shri P.A.Sagane	Member secretary

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

The consumer has filed his grievance in Annexure "A"  
before this Forum on 18.03.2011 under Regulation No. 6.10 of the  
Regulations referred to above. A copy of the grievance was forwarded on  
28.03.2011 to the Nodal Officer and Executive Engineer (Adm) in the  
office of the Superintending Engineer, Rural Circle, 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 02.04.2011

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The consumer is claiming refund of Rs.1,33,250/- paid by him under protest by filing this grievance petition. The consumer is further claiming damages caused to the company.

- 01) The case of the consumer in brief is that, the complainant is the consumer of Electricity distributed by the respondent Distribution Company.
- 02) The consumer applied for electricity supply on 33kv from respondent MSEDCL (Rural). The consumer received letter of Superintending Engineer(Rural) bearing letter No.3480 dated 22.07.2008 for depositing charges. The consumer accordingly deposited charges of Rs,5620/- plus Rs.12,42,424/- as per the quotation given by the D.L. Electricity supply was given to the consumer from 33kv. As per the terms and condition, the supply shall remain close on every Friday.
- 03) It is the case of the consumer that, the consumer did not consume electricity supply for production. He however used & consumed electricity on Friday for light load. The consumption of supply on Friday is less than regular consumption. To observe staggering is the duty of D.L. and not of the consumer.
- 04) The flying squad visited to company of the consumer on Wednesday and not on Friday i.e. on 08.04.2010. On that day heavy machinery was not in operation. The flying squad submitted report that the consumer did not observe staggering as per the terms and conditions. The D.L. was therefore proceeded to issue bill treating the consumer on express feeder, consuming electricity continuously. The D.L. has accordingly issued supplementary bill of Rs.1,35,250/- on 06.12.2010 as an arrears. The said bill is not acceptable to the consumer. The consumer has paid the bill under protest. The consumer is thereby claiming refund of the amount paid by him.
- 05) Notice was issued to the respondent D.L. The Nodal Officer submitted reply to the complaint and disputed the claim on the ground that, the consumer has committed breach of conditions more particularly the condition clause No.18 of load sanction letter and thereby the D.L. has issued the bill treating the consumer to be on continuous feeder. The consumer has used the electricity on each Friday in contravention of terms and conditions.
- 06) The respondent admitted that, supply was released to the consumer on 09.06.2010 at 33kv voltage level. It was continuous feeder. MIDC water supply was connected on the same feeder. The feeder therefore can not kept off on Friday. The condition was imposed on the consumer that, he should observe staggering on each Friday. The consumer however used electricity on each Friday i.e. on

staggering days. The consumer has availed benefit of continuous supply in contravention of clause No.18 of terms & conditions. The D.L. has accordingly given arrears bill. There is no merit in the grievance.

07) It reveals that, the consumer had submitted his complaint to I.G.R. on 06.12.2010. The I.G.R. rejected the grievance on 12.01.2010 holding that, the consumer has enjoyed supply on staggering days. He enjoyed continuous supply. The bill is therefore correct.

08) This Forum heard submissions of both the parties. Mr. Bhandarkar argued for the consumer, whereas Mr. Sonwane, Nodal Officer argued for D.L. We perused documents, submitted by the parties. The following points arise for our determination & our findings on those points are as follows:

<u>Points</u>	<u>Findings</u>
1. Whether D.L. committed illegality in issuing bills of arrears.	NO
2. Whether the consumer is entitled for refund of amount of Rs.1,33,250/- as claimed.	NO
3. What order	The grievance is devoid of merit.

### **REASONS**

09) Admittedly load sanction was given to the consumer vide letter No.SE/AR/TS/3480, dated 22.07.2008. Supply was released to consumer on 09.06.2010 at 33kv voltage level. There is no dispute that, consumer had applied for supply on non-continuous feeder. It is further on undisputed fact that, the D.L. has issued bills as per non continuous tariff w.e.f. June 2010 to October 2010. There is no dispute that the D.L. has released supply on conditions that, the consumer shall observe staggering on each Friday. The copy of release order is produced at Annexure-I by the respondent. The clause No.18 of the agreement runs as follows:-

**Clause 18 :-**

“ The Govt. load restriction order as prescribed and amended time to time shall be applicable to you (Consumer). You will have to observe the staggering holidays as decided by the Govt. At present it is Friday for Aurangabad Distt.”

It appears that, consent on bond of Rs.100/- was already submitted by the consumer.

- 10) There is no dispute that, the consumer has enjoyed the supply on staggering days i.e. on every Friday. Daily consumption data from 09.06.2010 to 22.11.2010 has been produced as annexure-3 by the respondent. On perusal of the said data, it is implicitly clear that, the consumer has availed and enjoyed the supply on every Friday during the entire period. The consumption rate is occasionally as good as regular consumption. viz consumption on 02.07.2010 (Friday) is 537.7599 whereas on following day i.e. 03.07.2010, it is 735.4764. The consumption on 11.06.2010 (Friday) is 714.5217. It is 770.5728 on 23.07.2010 (Friday). The same is 1353.0996 (Friday) on 13.08.2010. It is therefore difficult to accept the contention of the consumer that, he used supply on every Friday for light load or for maintenance and not for production. It is therefore clear that the consumer has enjoyed the supply for every Friday i.e. on every staggering day during the period of June 2010 to October 2010. The enjoyment of supply on every staggering days was in breach of condition clause No.18 of the agreement. The consumer is therefore liable to pay for which he enjoyed.
- 11) It has been argued that, the responsibility to shut-down the supply on staggering days was on the shoulder of M.S.E.D.C.L. and not on the consumer. The M.S.E.D.C.L. has failed in its duties for which consumer should not be penalized. The consumer's supply demand was for Non-continuous supply.
- 12) This Forum do not agree with the said submissions because, the supply of the present consumer was not on dedicated feeder. It was on 33kv feeder. It is further undisputed fact that MIDC water supply was connected on the same feeder. The feeder thereby can not be kept off on Friday. It was for the same reasons. Condition clause No.18 was imposed on the consumer to observe staggering days on every Friday. The consumer failed to observe the conditions clause and taken benefit of continuous supply. The consumer as such is liable to pay for continuous supply. No illegality has been committed by the M.S.E.D.C.L. by issuing bill

of arrears. The consumer as such is not entitled for refund of bills for which he has filed this complaint. The I.G. Cell has rightly rejected the grievance. No interference is required in the order passed by the I.G.R.Cell. The grievance is devoid of merit. It should be dismissed. Hence we proceed to pass the following order.

**ORDER**

01) The grievance petition is hereby rejected.

(V.S.Kabra)  
Member

(P.A.Sagane)  
Member/Secretary

(V.B.Mantri)  
Chairperson

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