

(A Govt. of Maharashtra Undertaking)

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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/

Date

Case No.568

Hearing Dt. 03/03/2015

In the matter of MF recovery of consumer

M/s. Sachidanand Developers

- **Applicant**

Vs.

M.S.E.D.C.Ltd., Kolshet, Sub Division - Respondent

Present during the hearing

A - On behalf of CGRF, Bhandup

- 1) Shri. Anil P. Bhavthankar, Chairperson, CGRF, Bhandup.
- 2) Shri.S.B. Bhalshankar, Member Secretary, CGRF, Bhandup.
- 3) Dr. Smt. Sabnis, Member, CGRF, Bhandup.

B - On behalf of Appellant

- 1) Shri. Mahendra Sowankar - Consumer

C - On behalf of Respondent

- 1) Shri. J.M.Digankar, Addl. Executive Engineer, *Kolshet sub division*

ORDER (Passed on 23/03/2015)

1. Above name consumer filed this complaint against respondent utility challenging MF arrears recovery in the bill issued to him by respondent utility on 20/11/2013 amounting to Rs. 23,73,800/-, payable within 15 days and also for notice of disconnection. After service of disconnection notice, consumer approached Addl. Executive Engineer, Kolshet Sub division and

registered his grievance. It is contention of consumer that he is owner of the premises under the name & style as Shri. Sachidanand Developers. He sold premises to M/s. Kris Hinju and the said premise is given on rent to M/s. Spectrum Pharmatech Consultants Pvt Ltd. It is alleged by consumer that respondent MSEDCL has for the 1st time raised the bill suddenly claiming arrears for the period September 2008 to October 2013. The present consumer is occupying the said premises at given address, having consumer no. 00025230596310 since 04 August 2008. The category of said consumer is LT-2 single phase LT-2 45KW connected load is 45KW, sanction load is 45KW. The utility was issuing regular bills accordingly and the consumer was paying the same. The document which is provided by consumer discloses that the meter stands in the name of consumer M/s. Shri. Sachidanand Developers. Service connection report disclosed particulars as: meter no MSE- 66362 make secure connected load shown 45KW ampere shown 3Q, 100AMP - 5AMP in Colum no 7 MF is shown. The document provided by consumer also disclosed electrical contractor report showing connected load of 44.70KW that is 45KW dated 20/03/2008.

2. It is further stated by the consumer that he deposited amount Rs. 45000/- as a security deposit. At the time of obtaining connection and accordingly all earlier bills were reflecting the same.
3. According to consumer, on 14/11/2013 there was inspection of the premises done by Junior Engineer of respondent utility. The report dated 14/11/2013 disclosed the said premise is used for commercial use. Reading was shown 283271 CT details V.M. Elect. 200/5 AMP at Sr. No. 2354. The remark said 'condition of the seal of the meter was found OK'. However the MF found on a date of inspection 14/11/2013 CT connected 200/5 and MF:2 is charge to the consumer. Therefore the detailed report

was submitted to the authority by Junior Engineer as per approval letter obtain sanction of authority. It is advised by the Officer to charge the tariff as per MF:2 instead of MF:1 from the dated of connection in the year 2008. Therefore the utility issued revised bill, charging additional use of MF:2 recovery arrears from the period September 2008 to October 2013 for 62 month with addition of permissible charges E.C.,E.D.FCA,TDL,RL and TDS total amount claimed in provisional bill date 20/11/2013 of Rs.2373800/- Respondent utility also issued letter along with said attached provisional bill directing to pay the arrears of the bill of MF:2 towards recovery for the period from September 2008 to October 2013 amounting to Rs. 23,73,800/-.

4. Being aggrieved by the said demand consumer approached the respondent utility but threat of disconnection was given to consumer. Therefore he filed this complaint before this Forum on 31/12/2014.
5. After filing of this complaint, notice was issued to respondent. Utility appeared and filed para wise reply on 05/02/2015. It is stated by respondent utility that premises was verified by Junior Engineer of Ovla and the report is issued as wrong recovery bill on MF:1 instead of MF:2. Therefore provisional bill along with letter was issued. According to respondent utility provisions of section 56(2) are not applicable in this case as regular bill was issued to the consumer so also 15 days disconnection notice issued on 08/01/2015. The consumer had agreed to pay the MF:2 recovery arrears and requested for the installments. Accordingly the letter was issued to the consumer directing him to pay the arrears by 12 monthly installments. The said letter is dated 04/01/2014. Even consumer filed affidavit and stated that recovery for last 62 months is illegal and cannot be recovered. Therefore the provisional bill required to be called back.

6. We have perused all document filed by complaint respondent utility. There is no dispute as per the document of respondent utility in the beginning of installation of connection to the premises, the details of meter, sanctioned load and connected load. The document of MSEDCL shown in column No. 7 MF:1. Accordingly the consumer is billed as per MF:1 tariff till the verification report made available on 14/11/2013. It therefore appears that the respondent utility was wrong in application of tariff to the consumer. However the respondent utility is having authority to correct the recovery on verification report dated 14/11/2013, by charging MF: 2 tariff; as the meter was found No. 66362 of V.M. elect. CT 200/5 AMP and MF: 2 is shown. Accordingly the excess charges of unit required to be paid by the consumer.

7. There is dispute raised by consumer for limitation of recovery of MF:2 arrears He contended that he should not be accessed for more than 24 months. In this case arrears of MF recovery claimed by respondent utility is for more than 24 months, i.e. 62 months. Therefore we found that the provisional bill and notice issued to the consumer is not accordance of section 56(2) of Electricity Act 2003.
We found that there is substance in the consumer's complaint.

8. We have gone to provision section 56(2) Electricity Act 56(2) 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 arrear of charges for electricity supplied and the licensee

shall not cut off the supply of the electricity and have carefully considered judgment placed before us by consumer compliant.

9. The contention raised by respondent utility is correct. Hence we decline to accept the same. In our view the respondent utility is allowed to recover MF:2 arrears for 24 months earlier from the date of inspection and verification of premises dated 14/11/2013. Same shall be calculated for the remaining period for the calculation made by respondent utility for claiming arrears required to be kept pending take final decision of respondent made in the judgment by Hon'ble High court in writ petition No. 10764/2011. During the hearing respondent utility submitted the hearing of claiming arrears from September 2008 to October 2013 out of which this Forum contention to allow the earlier of arrears required to be paid by consumer prior to the date of verification 14/11/2013 back only.
10. Accordingly respondent utility calculated the amount for the 24 month and therefore the respondent utility is entitled to recover the additional amount for MF:2 recovery arrears from the consumer along with other permissible charges and the consumer is entitled to wave off the interest and DPC on arrears recovery as it is already sanctioned by utility.
11. Further in this case we hold that the payment of arrears of 24 months should be allowed to pay in the equal monthly installment by consumer. The amount which is already paid by consumer shall be adjusted from payable amount.
12. Here in this case MSEDCL is at liberty to make enquiry for not recording proper tariff of MF:2 against erring Officers in accordance with law. We therefore allow the claim of consumer and proceed to pass following order.

ORDER

- 1) Consumer complaint no. 568 of 2014 is allowed.
- 2) The consumer shall pay the amount for access charge by MF:2 for 24 months earlier from date 14/11/2013. According to unit with other permissible charge.
- 3) The consumer shall not pay any interest and DPC on the said amount.
- 4) The consumer is at liberty to pay the charges arrears of on MF: 2 by monthly installments for 12 months.
- 5) The amount already paid shall be deducted from the arrears.
- 6) The respondent utility is directed to revise the bill only for 24 months earlier from 14/11/2013. The remaining amount shall be payable by consumer subject to decision of reference made in the judgment writ petition 10764/2011. For that consumer shall execute indemnity bond for remaining amount to the respondent utility.

No order as to cost.

Both the parties should be informed accordingly.

Proceeding close.

The compliance should be reported within 45 days.

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

Note:

1) If Consumer is not satisfied with the decision, he may file representation within 60 days from the date of receipt of this order to the Electricity Ombudsman in attached "Form B".

Address of the Ombudsman

The Electricity Ombudsman,
Maharashtra Electricity Regulatory Commission,
606, Keshav Building,
Bandra - Kurla Complex, Bandra (E),
Mumbai - 400 051

2) If utility is not satisfied with order, it may file representation before the Hon. High Court within 60 days from receipt of the order.

DR. ARCHANA SABNIS
MEMBER
CGRF, BHANDUP

ANIL P. BHAVTHANKAR
CHAIRPERSON
CGRF, BHANDUP

S.B.BHALSHANKAR
MEMBER SECRETARY
CGRF, BHANDUP