

(A Govt. of Maharashtra Undertaking)

CIN : U40109MH2005SGC153645

PHONE NO. : 25664314/25664316

FAX NO. 26470953

Email: cgrfbhandupz@mahadiscom.in

Website: www.mahadiscom.in

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. 587

Hearing Dt. 07/05/2015

In the matter of excess billing of con. No. 000299034040

Shri. Bhupendra M. Shah

- Applicant

Vs.

M.S.E.D.C.L. Palm Beach Sdo.

- 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. Suraj Chakraborty – Consumer Representative

C - On behalf of Respondent

- 1) Shri. S.S. Pawar, Addl. Executive Engineer, Palm Beach Sdo.

ORDER (23/04/2015)

1. Above name consumer complaint filed this complaint against the respondent. Being aggrieved by order pass by Nodal Officer, IGRC, Vashi in case No. 47 on dated 2 March 2015.
2. It is contention of consumer that his consumer of utility respondent bearing consumer no 000299034040 and his in occupation of residential house on the said given address at Sanpada Palm Beach. The consumers received and install his connection since 25/01/2008 in the month of October. He received

provisional bill for the paint house for the month June 2011 to September 2014 claiming difference of wrong multiplying factor difference for the above said period calculated amount Rs. 12,91,890/-.

3. According to consumer he obtained new connection 25/01/2008. He was getting the bill regularly and deposited said bill regularly by him in month of October 2014 to September 2014. He received excess bill which is termed as on supplementary bill for the month June 2011 to September 2014 calculating 76326 units calculated Rs. 12,91,890/-payable due charges of multiplying factor MF2 consumer submitted by his reply was ready to pay the bill. the difference of 2 years from the period October 2012 to September 2014 consumer also prayed for respondent along with consumer bill as respondent utility cannot claim arrears of bill from consumer beyond period of 2 years under section 56 (2) E.A. 2003 *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.*
4. According to consumer report send at time installation of meter the respondent utility unable to find complaint meter CT Ratio as consumer was not aware MF2 or 1 therefore consumer prayer for punishment to concern Officer respondent utility for irr- regularity on caused him mentally harassment to consumer by act .

5. Respondent utility submitted say to the contention of consumer according to respondent utility the record of CPL. This consumer was bill of MF:2 from the date of connection 25.01.2008 as he was paying the said unit which was charge as per CPL record from June 2011. The consumer also change category commercial to Residential at the time of MF1 change in the system as 1(One) due to same technical error by mistake whereas actually no modification /change/replacement was done to the installation of meter attachment and CT Ratio 100/5 CT details given in the report Sr. No.7071814,7071813,771812 make Huphen ratio 200/5 MF recorded 2. According to utility the correct billing system from September 2014 and MF difference bill for the period June 2011 to August 2014 amount for unit charge to the consumer was calculated Rs. 12,91,890/-. Accordingly bill was issued to consumer on which consumer paid amount of Rs. 3.29 lac on December 2014 and Rs.3.65 lac in January 2015 as consumer prayed for installment. According to IGRC the order is passed on the said complaint of consumer as application consumer used the actual consumption unit he is required to pay the bill as per used unit by him as recorded. Utility gave installment benefit to the consumer and the consumer as per his own request. According to Rules and Regulation assessment consumer was directed to pay the bill by installment along with current bill regularly. It is also directed pay interest and penalty of delayed payment.

6. Being aggrieved by the order this consumer filed his complaint before the Forum on dated 04.03.2015. after filing this compliant notice was issued respondent utility appeared and filed reply and objected the contention of consumer stating that as per report of assistant Engineer, Palm Beach, Shri. Mahulkar visited spot inspection on 11/09/2014 and details of consumption of unit were recorded. According the respondent utility issued the bill which was paid by consumer with installment on his request their for as per actual unit consumed in the bill is issued correctly. Respondent prayed for dismiss the claim of consumer

according Spot Inspection Report, and Meter Testing Report, record of CPL, claim of supplementary bill and revised bill with installment copy of filed on record.

7. on dtd. 26.03.2015. consumer appeared before the Forum with report Shri. Suraj Chakraborty, respondent utility Executive Engineer appeared with Representative as per contention of responded utility actual unit which was calculated by utility was verified during the course of hearing before Forum actual unit which was charged against the consumer form the period was calculated the Forum found that the period of dispute raised by utility. The consumer is from June 2011 to August 2014 difference of MF:2 calculated as per the bill which was previously issued to the consumer the unit was charge 76326 amount Rs. 12,91,887/-. The MF: 2 factor was consider for the period 2008 to June 2011 and MF:1 factor was consider from June 2011 to July 2014 admittedly the report reviewed the date do inspection 11/09/2014. Therefore utility issued supplementary bill in the month of October 2014
8. The period which was calculated in supplementary bill was given for 38 month amount Rs. 12,51,890/- the amount which is paid by consumer by cheque 3.29 lacks and 3.65 lacks in the said bill on the date which the amount is paid by consumer also reflected in the current bill on 6-9-08.
9. During the cross of argument it is submitted of period of arrears of MF recovery is any form consumer under section 56(2) E.A. 2003. The permissible limit is of 2 years in view of both judgment M/s. Rototex Polyester and Auvdash Kumar Pande was throuly discuss it is observed by Hon'ble Lord ship in the judgment as issue was refer to larger bench which is referred and yet not decided therefore taking into consideration of the period of recover and MF:2 arrears already referred this Forum in earlier judgment the period recovery should not be more than 2 years at the time of.issuing of supplementary bill

10. *“56. Disconnection of supply in default of payment – (1) where any person neglects to pay any charge for electricity due from him to a licensee or the generating in respect of supply, transmission or distribution or wheeling to him the licensee or the generating company may, after giving not less than fifteen clear days ‘notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that urpose cut or disconnect any electricity supply line or other works being the properly of such licensee or the generating company through which electricity may haven supplied, transmitted, distribution or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting and reconnecting the supply, are paid, but no longer. Provided that the supply of electricity shall not cut off it such person deposits, under protest:*

a) An amount equal to the sum claimed form him, or

b) The electricity charges due from him for each months

calculated on the basis of average charge for electricity paid by him during the preceding six months. Whichever is less, pending disposal of any dispute between him and the license.

2) Notwithstanding anything contained in any other law for the time being in force, no sum from any consumer, under this section shall be recoverable after the period of two years the date when such sum become first sue unless such sum has been shown continuously as recoverable as error of charges for electricity supplied and the licensee shall not cut off

the supply of the electricity.”

11. Therefore the respondent utility was directed to calculated amount as per the bifurcation get of unit calculated for the period of 24 month which is

permissible and 15 month period unit calculated additional separately the amount which is calculated for 24 month coming to Rs.848615.03/- and for the month of 15 amount comes to Rs.443272.53/- this Forum comes to conclusion that limitation of utility to recover MF:2 arrears should not be exceed more than 2 years. Therefore his Forum constraint to hold that respondent utility concern to hold should be recover amount Rs.848615.3/- for 24 month but the reaming amount Rs.443272.53/- should not be left unrecoverable to my view the consumer should give undertaking in the Forum of bond of Indemnity liable him to pay the reaming amount Rs.443272.53/- subject to final decision of referred issue to larger bench. apply to larger bench at present utility can recover amount of 24 months Rs.848615.03/- of the permissible charges the amount which is already paid by consumer is the 2 cheque already deposited shall be adjusted the consumer shall deposit the remaining amount after calculation if any. Hence I proceed to pass following order.

ORDER

- 1.** The consumer complaint 587 is partly allowed.
- 2.** The consumer shall pay amount of Rs. 848615.03/- for the period of 24 months shown in provisional bill. The amount which is already paid consumer by cheque shall be adjustment.
- 3.** The consumer shall execute indemnity Bond for liability of payment of amount of 15 months Rs. 443272.53/- in favor of utility respondent.
- 4.** The utility respondent shall recover current bill according to change tariff and change of MF:2 factor.
- 5.** The utility entitled to claim charge other permissible charges if any liable to be recover the charges for only 24 month arrears shown in supplementary bill.

No order as to be cost.

Both the parties be informed accordingly.

Proceeding close.

Compliance should be reported within 45 days.

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

Note:

- 1) If Consumer is not satisfied with the decision, it may proceed within 60 days from 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