

**Consumer Grievance Redressal Forum
Maharashtra State Electricity Distribution Co. Ltd.
Bhandup Urban Zone, Bhandup**

Ref. No. Member Secretary/MSEDCL/CGRF/BNDUZ/ Date :

Case No. 475

Hearing Dt. 29/12/2012

Shri Dilip Jain

- Complainant

Vs.

M.S.E.D.C.Ltd., Bhiwandi

- Respondent

Present during the hearing

A - On behalf of CGRF, Bhandup

- 1) Shri S.K. Choudhary, Chairman, CGRF, Bhandup.
- 2) Shri R.M Chavan, Member Secretary, CGRF, Bhandup.
- 3) Dr. Smt. Sabnis, Member, CGRF, Bhandup.

B - On behalf of Applicant

- 1) Shri Pravin Thakkar–Consumer Representative

C - On behalf of Respondent

- 1) Shri A.L. Deshpande, E.E. & Nodal Officer, Bhiwandi.

ORDER

Shri Dilip Jain was a L.T. Power loom consumer under sr. no. 13092620021 at shop no. 2, Zenith compound, Kalyan Rd., Nr. Aasbibi Masjid, Bhiwandi. There were seven L.T. connections in the premises under different sr. no. and names which are made P.D. and one H.T. connection was released to the new owners in the name of M/s. Gaurav Trading Company. In the mean while the proprietor of M/s. Gaurav Trading Company Shri Zaverilal A. Chopra admitted on the indemnity bond to clear the P.D. arrears of all seven L.T. consumers in the premises. However, the old arrears are under dispute and M/s. Gaurav Trading Company is ready to clear these dues after its rectification.

The representative of Mr. Dilip Jain also produced the irrecoverable General Power of Attorney dtd. 06/08/2002 of consumer which allowed Shri Zaverilal Amrutlal Chopra, the proprietor of M/s. Gaurav Trading Company to apply for the billing dispute on his behalf.

He also produced the undertaking and declaration dtd. 25/12/12 shri Zaverilal Amrutlal Chopra to pass the credit of any electric bill under sr. no. 13092616830 and 13092620021 in the account of M/s. Gaurav Trading Company's electrical HT connection.

In the present case consumer has prayed to :

- 1) Refund the security deposit of consumer no. 13092620021 amounting to ₹ 14,500/- alongwith 6% interest.
- 2) RLC amount which was paid from Dec-03 to Sept-06 alongwith interest.
- 3) Refund the excess amount collected for faulty and reject status billing for the period of Sept-04 to April-04.
- 4) The additional load penalty and capacitor penalty charged from July-04 to Jan-07 is not refunded which should be refunded as was charged in absence of L.T. M.D. Meter.
- 5) Wrongly charged tariff other than power loom tariff which should be for power loom for the period of Feb-03 to Sept-06. The IGRC in their letter no. 1092 dtd. 18/06/2007 had asked to refund but till date not refunded.
- 6) The representative also insisted to apply MERC Regulation 2005 therein 10.5 to limit the P.D. arrears recovery to six months of the unpaid charges.

The matter was heard on 29/12/2012, Shri Praveen Thakkar was present to represent the consumer (herein after will referred as to Applicant) and Shri. A. L. Deshpande, Executive Engineer, Bhiwandi circle were present on behalf of utility (here in after will referred as to the Respondent). The Applicant submitted his submission which is briefed above.

The Respondent explained the facts as below :

M/s. Gaurav Trading Company has converted the six L.T. connections in to one H.T. Out of this six L.T. connection the Dilip Jain is a one. As per

indemnity bond submitted by M/s. Gaurav Trading Company to M/s. Torrent Power Ltd. the old arrears in the name of all six L.T. consumers are to be paid by M/s. Gaurav Trading Company itself. The billing dispute is pretend to Shri Dilip Jain but Shri Zaverilal has authorized to Shri Praveen Thakkar to represent the case which is not in the line of Regulations.

He further stated that, as per indemnity bond M/s. Gaurav Trading Company is authorized to pay the arrears and not to get the claim of credite in respect of bill rectification. Moreover Shri Zaverilal Chopra is not authorised to plead the case by Mr. Dilip Jain.

The indemnity bond is purchased by Shri Zaverilal Chopra & not by M/s. Gaurav Trading Company.

He further conceded that as far as transfer of L.T. arrears on H.T. connection is considered Mr. Zaverilal has himself admitted to transfer the arrears on H.T. consumer in the indemnity bond.

He further added that the I.G.R.C. order no. 7967 dtd. 21/12/2006 were issued by then I.G.R.C., but is the proposal was not accepted & approved by the Chief Engineer (Commercial) in such circumstances consumer should have approach to CGRF for the relief and now after laps of six year consumer is claiming the benefit is not acceptable. Moreover the consumer fought for his claim in 2006 was Shri Dilip Jain and now same relief on the basis of six year old order different consumer is claiming.

He further stated that, as per the recent IGRC order no. 118 dtd. 22/11/2012 to obtain the benefit of tariff difference from OPL to PL. Consumer should produce the necessary documents for sanction of power loom by Director of Industries for the claimed period which he unable.

As regards to the Abhay Yojana, which is applicable to the consumer having P.D. arrears before March-12 in the present case Mr. Dilip Jain have no arrears and hence could not apply.

The documents on record and arguments during the hearing reveals that the most of the claims of the consumer is already considered by the IGRC positively hence Forum has no any issue to intervene the matter. However as regards to the claim for application of 10.5 of MERC Regulations 2005 the

incoming consumer M/s. Gaurav Trading Company has purchased the premises alongwith arrears of seven L.T. live consumers in year 2002 which are made P.D. some where in 2007. Hence this 10.5 of MERC Regulations 2005 can not be contemplated in this case.

About the Abhay Yojana the Respondent rightly put up the issued that the consumer is having no arrears in his name as is required to fulfill the condition for this Yojana. Moreover in the same premises there exist one live HT connection in such circumstances the consumer cannot claim the benefit of Abhay Yojana.

It means that the Respond Utility had confirmed the use of power loom for the said period. The forum dose not found any relevant reason to ask the consumer to produce the certificate for running the power loom. The tariff category is decided on the basis of activity and not merely on the basis of any certificate or licensee, hence Forum is of an opinion that utility should award the proposed credit for difference from OPL to PL.

ORDER

- 1) Respondent is directed to refund the amount of Security Deposit alongwith interest at the rate of R.B.I. i.e. plane saving Bank Rate of RBI till payment as authorization is submitted by Shri Dilip Jain and if original receipt is not available with the consumer then accordingly under taking on the bond paper should be taken so that in case old P.D. consumer demand S.D. amount utility should not embarrassed.
- 2) Amount of RLC should be refunded alongwith interest at the rate of 6% effective from Aug-2008 onwards for delayed period on diminishing balance amount.
- 3) The capacitor penalty and excess load penalty should be refunded alongwith interest at which it was charged for the period as mentioned in the above observations on the basis of MERC case no. 2 of 2005.
- 4) As regards to the claim for tariff difference for OPL to PL, the Respondent utility should award the same along with interest at the RBI Plane rate.

5) Benefit of Abhay Yojana cannot be given for the reason quoted above and hence deserved to be rejected.

No order as to cost.

Both the parties be inform accordingly.

The order is issued under the seal of Consumer Grievance Redressed Forum M.S.E.D.C. Ltd., Bhandup Urban Zone, and Bhandup on 16th of January 2013.

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

S. K. CHOUDHARY
CHAIRMAN
CGRF, BHANDUP

R.M. CHAVAN
MEMBER SECRETARY
CGRF, BHANDUP