

1 CONSUMER GRIEVANCE REDRESSAL FORUM

Maharashtra State Electricity Board

In the Consumer Grievance Redressal Forum at M.S.E.B., Bhandup U

Zone,

Vidyut, Gr. Floor, L.B.S. Marg, Bhandup (W), Mumbai - 78

Case No. 23 Of 2005

Date : 22/03/2005.

Grievancee

Smt. Shobha Ashwin Treasurer
M/s. Engineers Enterprises Pvt.Ltd.
Plot No. A/102, Wagle Estate.
Estate.

Consumer representative

Mr. Ashwin Treasurer

Utility : Shri S.B. Wahane
Executive Engineer
O & M Divn., Wagle

The Chairman and all members of Forum were present. The grievance as well as the Executive Engineer, O&M Division, Wagle Estate were present. Both the consumer and the utility furnished additional information on 29/03/2005 as required by the Forum on 22/03/2005. The consumer has also subsequently written a letter on 09/04/2005 giving additional information which was received in this Forum even subsequent to this date. Thus in interest of justice, we wanted to ensure that the consumer should not have any grievance that adequate opportunity was not given. It will be pertinent to note here that the consumer approached this Forum to grant a stay to disconnection and the MERC vide his letter No. MERC/Cons. Grievance 2005/0164, dtd. 18/01/2005 has also advised that this Forum should take up immediate issue of disconnection. The case was heard and interim order was issued by this Forum on 03/02/2005 rejecting the request of the consumer to grant total stay. This Forum has passed an order asking the consumer to pay an amount of Rs. 23,000/- being the half of the total amount due from him. It was therefore for & the consumer subsequent to this order to give all information to enable us to take a decision. The consumer therefore took his time to argue his case at length.

The case of the grievance in brief is as follows :

1. Date of reconnection 05/10/1994. Reconnection done by M.S.E.B. after clearing all arrears in July 1993 i.e. arrears paid of bill upto P.D. Permanent disconnection was done on 31/03/1989. S.L.C. and reconnection fee was paid in Sept.'04. The security deposit details obtained from M.S.E.B. are as given below:

i)	R.No. - 31772	dt. 18/01/1975	Rs. 1425.00
ii)	R.No. - 747717	dt. 25/02/1980	Rs. 1670.00
iii)	R.No. - 374504	dt. 18/12/1979	Rs. <u>420.00</u>
			Total Rs. 3515.00

The Grievancee asked for the interest from Date of P.D. to date of reconnection. The interest on security deposit paid by him as above is yet not given by M.S.E.B.

2. Initial load sanction was 58 HP i.e. prior to permanent disconnection. After reconnection on 05/10/1994 sanctioned load was 25 HP. First lighting bill issued on 25th May 1995 for seven months on average of 100 units per month even though consumption was recorded by M.S.E.B. with false arrears (Copy of the bill enclosed as exbt.No.10Annx.'F' of documents submitted by consumer) approached M.S.E.B. for wrong arrears and bill on actual instead of average. M.S.E.B. refused payment hence paid by cheque for Rs. 1246/- sent by R.P.A.D. which was accepted. Rs. 1246/- paid by cheque wrongly debited to residential lighting account. Receipt enclosed as exbt. No. 12 of the papers submitted to this Forum.
3. The Industrial power meter (10208629), which was owned by consumer, was replaced by M.S.E.B. while reconnection was done on 05/10/1994. The meter was never returned. Meanwhile M.S.E.B.'s meter of poor quality burnt out & replaced by M.S.E.B. on 12/12/1995, after recovering Rs. 725/- against burnt meter.
4. On 3rd January 1996, first bill of consumer No. 10208629 received for 15 months on average consumption of 2000 units per month for 15 months with 58 HP as connected load. Bill was returned for cancellation and rebilling. Next bill received with 25 HP connected load. Copy of bill enclosed as exbt. No.16. Approached MSEB to issue correct bill as per meter reading taken and cancel false arrears. All arrears upto date of P.D. were paid & copy of receipt enclosed as exbt. No.2.

The revision whether done or not is not known to me. Only I came to know that arrears are reduced after 23 months.

5. After 23 months, first time bill received as per meter reading for 23 months for connected load 25 HP & consumption 3779 units with arrears 60,535.71, interest 8330/- against this bill paid Rs. 3063/- for current bill and asked to cancel DPC, interest and meter rent. Received the receipt. The bill not revised yet.
6. For lighting connection consumer No. 10208637 lighting bill received first time based on meter reading on 25th July 1996 arrears shown - 99 still 41.43 interest shown. Paid the bill Rs. 1207 by reducing interest on arrears i.e. Rs. 41.43. The interest DPC is not waived properly yet.
7. After July 1996 paid lighting & Industrial power bill as per current consumption by ignoring DPC, interest and meter rent.
8. On 19th February 1997, wrote to MSEB that date of reading on bill and date of reading shown on bill are different. MSEB was requested to provide meter card at meter position. For which letter received from E.E. dated 14th June 1997. MSEB denied every thing without looking into the matter at all.

Relief - MSEB must comply with the requirement of note 2 at the back of the bills & give bill for current use without extra other amounts i.e. DPC interest etc and then redress the grievance, which is never done, is my grievance.

9. Charged DPC & interest on amount paid through Court for the period July 1996 to April 1997.
10. From June 1997, MSEB has not clubbed Industrial consumption of consumer No. 10208629 & lighting consumption of consumer No. 10208637. After December 1997, every month MSEB was asked to club the consumption. MSEB had failed to do it. In August 1997 consumer disconnected the lighting load from lighting meter and connected to power meter & informed to MSEB to remove lighting meter & stop lighting bills. This was not done till December 1998. Upto October 1998 lighting bills were issued which were returned for cancellation after July 1998. In November 1998 bill clubbing was shown with unaccounted bill adjustment of 6632/-.

Rebilling is required since June 1997 against clubbing.

11. DPC, interest should be squashed from beginning as bills were never delivered in time so as to give 20 days for payment.
12. Cheques sent to MSEB were not cashed and arrears increased artificially on discovering from the bank our statement. Replacement cheques were sent on 23/11/1998.
13. August 1998 bill paid in Sept.'98 was misappropriated as security deposit shown in Oct.'98 bill.
14. Average bills were issued for the period March 2003 to March 2004, even though meter readings were taken & recorded. Also shown on the bills but not billed as actual & not revised yet.
15. Illegal disconnections without notice are normal thing in Wagle Estate and stealing material.
16. MSEB stated that notice sent in June 2004 which is not received by me. MSEB has not produced acknowledgement. After the alleged notice, 4 payments accepted before returning cheque for 5th payment under a letter giving no reason, making no demand & no notice.
17. On 2nd January 2005 subsequent payment was made as per section 56 of E.A. and then on 28th Jan. 2005 supply disconnected without notice, which is malicious disconnection and illegal. Notice given in June 2004 is not valid. As per write-up note 4 on interpretation of section 42 & 56, the disconnection is declared illegal with suitable order for disconnection and squashing of all arrears as not recoverable.
18. It is prayed in light of our submission. Hon. Forum will find that every effort was made to pay all the bills correctly as per consumed units & gone out of its way to reimburse for cheque uncashed by MSEB. So it is prayed that the adverse remarks against the consumer in interim order may be deleted as thought by the Hon. Forum.

MSEB representative, Shri S.B. Wahane, Ex.Engineer, Wagle Estate states in his say as under. The replies given by the Executive Engineer is against the above points raised by the consumer and the say is against the points serially.

1. Consumer has not paid arrears hence consumer was in default & P.D. was done on 31/03/1989. As per consumer's request reconnection process started on 18/05/1993. Demand note was issued for arrears for lighting load and I.P. connection with interest & reconnection charges amounting Rs. 9324/- and 607.60. The demand note also includes SLC charges 20,000/-, security deposit 2500/-. Total demand of Rs. 32,431.60 was given from the note; it was observed that the load was reduced from 55 HP to 25 HP.
2. If consumer produces the proof of payment along with bill of Rs. 1246/- necessary adjustments will be done accordingly. It is for the consumer to satisfy utility by production of proof of payment.
3. If consumer produces the purchase receipt, necessary action will be taken. Replaced meter was of good quality and charges recovered were correct.
- 4&5. On 12/12/1995 meter was burnt hence average bills were charged. Regarding arrears consumer has agreed to give copy of bills issued during 23 months as per para 4 & 5. If bills received during the week, the reply in details will be given on 29th March 2005. The Executive Engineer, Wagle Estate, Thane vide his letter dtd. 29/03/2005 replied that the consumer has not produced all the bills as promised on 22/03/2005.
- 2&6&7. After getting energy bills for lighting connection 10208637 for the period May 1995 to July 1996, the reply will be given on 29th March 2005. The Executive Engineer, Wagle Estate, Thane vide his letter dtd. 29/03/2005 replied that the consumer has not produced all the bills as promised on 22/03/2005
- 8&9. The letter issued vide letter No. EE/THN/WE/Billing/2564, dt. 17th June 1997 is correct.
10. Clubbing of both the meters i.e. Industrial power & Industrial lighting was done and bills were revised accordingly and credit was given in Nov.' 1998 & Jan.'1999. The CPL & B-80 copies are submitted hereby to Forum.
11. If payment is not done within due date, the interest and DPC was charged on consumer bill. Being monthly bill, bill were issued before fifteen days of due date.

12. Consumer has no authority to change any thing on the bill. Consumer is inhabit of doing so and sends the cheques of energy bills, which was not correct and not realistic with the total bill. Consumer had not paid any bill under protest.
13. August 1998 bill paid in Sept.' 1998 - matter will be confirmed. If required necessary corrections will be done and informed accordingly on 29th March 2005. Energy bill of Rs. 3658/- paid in Sept.'98 was wrongly posted as security deposit by utility is agreed by the Executive Engineer vide letter dtd. 29/03/2005. He also says mean while his office has fed necessary documents to correct security deposit amount.
14. Bill revision has been done & credit given in Sept.'2003 to March 2004. CPL & B-80 submitted.
- 15,16,&17. Our Superintending Engineer has already given say regarding this point during last hearing. Shri Khan stated on 03/02/2005 that disconnection by the MSEB is legal as clear cut notice was served on the consumer through his advocate on 19/06/2004. There were two letters issued to consumer vide dated 15/02/2004 and 11/11/2003 from the Executive Engineer, that payment should be made and bill prepared by MSEB are correct. The consumer is making corrections on the original bills sent by MSEB. As per the delay and submitting two cheques on his only the consumer was asked to come to MSEB to resolve the issue but he has not do so. Superintending Engineer further stated that the last bill served on consumer dtd. 07/01/2005 is for 45,530/- while the consumer has calculated payment due from him as Rs. 3200/-. The consumer has approached the Forum directly without approaching Consumer Grievance Cell at Circle.

Consumer representative.

From October 1994 to upto date complete rebilling is required which is submitted as per AOCR LTPG (Agent of Court receiver's LTPG statement).

Observations :

1. Reconnection from permanent disconnection is done 15/10/1994.

- a. After clearing all arrears in July 1993 P.D. was from 31/03/1989 to 05/10/1994.
- b. SLC & Reconnection charges paid in September 1994. Security Deposit details collected from MSEB.

Receipt No.	31772	dt. 18/01/1979	Rs. 1429.00
	374564	dt. 18/12/1979	Rs. 420.00
	747717	dt. 25/02/1980	<u>Rs. 1670.00</u>
			Total Rs. 3515.00

Interest from date of permanent disconnection to date of reconnection.

31/08/1989 to 05/10/1994 = 62 months. This is due to be paid to the consumer.

2. Initial load 58 HP was reduced to 25 HP on 09/10/1994. First lighting bill issued on 25/05/1995 was on average basis @ 100 units despite of reading were recorded.
3. Consumer claims meter No. 10208629 was owned by him and utility has taken it for testing and did not return to him but provided poor quality meter and recovered payment of 725/- against burnt meter which should be refunded (Ref. letter No. EE/THN/WE/Billing/2564, dt. 17/06/1997). Pursual of the letter dtd. 17/06/1997 shows that the matter is investigation for very long time. This amount be refunded without any interest to the consumer and the matter should be treated as closed.
4. Consumer states in his say "The revision whether done or not is not known to me. Only I came to know that arrears are reduced after 23 months". Grievance was solved by MSEB but consumer had not gone through it, neglected and raised the grievance.

As consumer was making changes in the bills and paying the amounts what he thought legitimate arrears & DPC & interest used to appear in the bills which were legitimate and because of his habit, he neglected this part and got more confused. Therefore consumers claim is not legitimate.

5. Arrears amount was calculated on 30th March 1989 i.e. date of permanent disconnection and interest on this amount as on 30th April 1993. But consumer paid these arrears on 14/07/1993

therefore the dues payable upto date of payment were accumulated as arrears and consumer has to pay.

6. In consumers letter SAT/MSEB/Bill/887, dt. 04/08/1997 Exhibit 28. On page point four consumer has said "..... Till then we are paying our bills under protest". But consumer most of the time paid current consumption bills raised by utility by correcting it himself and paid the corrected amounts only. This has again caused the charging of DPC and interest.
7. M.S.E.B. has given the effect of clubbing power and light bills.
8. Utility has disconnected the supply on 20th January without notice. Utility says notice was served in June 2004. This disconnection lasted upto 28th January 2005 (for 8 days). The point regarding disconnection was discussed in the order passed on 03/02/2005 by this Forum.
9. It is evident that consumer wrote number of letters to utility to solve his problem. Some of his problems were solved by the utility but did not intimate it to consumer though the effects were given in bill. Ultimately consumer resorted to correcting the bills himself.

In this matter it worth referring the case of Patel Dadubhai Narsibhai V/s. Gujrath Electricity Board - 1998.

"The reasonable conduct expected of a consumer who has agreed to abide by the contract would be to pay under protest the amount of the bill issued to him. He cannot sit tight over the assumed just and legal stand and say that first of all the Board should remedy the wrong caused and then only he shall pay the amount of the bill. Section 24 inter alia provides for resolving such disputes. The scheme of the Act indicates that the fact that the consumer can in no case retain the amount of the bill with him unless he obtains appropriate order from the Electricity Inspector".

ORDER

1. The utility should pay the interest on security deposit at prevailing rate for respective periods.
2. The utility should return Rs. 725/- as cost of meter which was owned by consumer & not returned to consumer.

3. The utility should give clear 15 or 20 days to consumer for making payments of the bills from the bill date depending on the category of consumer.
4. Electricity duty should be charged in accordance to Act /Regulation / G.R./ Circular may be applicable from time to time.
5. Consumer should not make corrections on bill him self. If found he is charged wrongly, he may approach MSEB office for correction. If the dispute is not resolved he should pay the bill amount under protest and approach appropriate authority for redressal. Similarly utility should also try to convince consumer with documentary proofs such as Act/ Regulation/ G.R./ Circulars.
6. Utility should see that the staff's behaviour does not spoil the image of utility in consumer's mind.
7. As consumer has not paid bill amount charged by utility - in complete and avoided settlement across the table DPC & interest should not be waived.
8. The consumer also wanted that adverse comments made against him in the order on 03/02/2005 be deleted. We do not see any reason for that. On the contrary even though we are impressed with his knowledge of the Act, Regulations, Authority etc. it would be in his interest if adopts amicable, friendly attitude, so that the matter is sorted keeping in view the provisions of act, rules authority etc. It would also be helpful for this Forum and other authorities if he makes the matter simple instead of clubbing issues and complicating it.
9. Regarding the claims raised in point No. 2, 6 & 7 of consumer's say it is found that consumer has not submitted the bills for consumer No. 10208637 for May 95, November 95 & July 96. Further the bills raised by MSEB and amounts paid by the consumer are shown in following table.

Bills raised by MSEB during May 95 to July 96 and amount paid by consumer against it on or within due dates for consumer No. 10208637

Month	Bill amount in Rs.	Amount paid By consumer
May 95	Not submitted by consumer	

July 95	7183.00	4789.94
Sept. 95	4319.00	1613.41
Nov. 95	Not submitted by consumer	
Jan. 96	2900.00	--
March 96	2912.00	1258.00
May 96	3124.00	1395.00
July 96	Not submitted by consumer	
Total	20435.00	9056.35

Against bills of Rs. 20,435/- consumption pays Rs. 9056.35. The balance amount of Rs. 11,379/- plus DPC and interest balance amounts will also added. This is the reason for mounting of arrears.

From this it is evident that consumer hasn't paid the arrears which appeared in this bill & as calculated his own amount & paid to utility these amounts are shown in the amount paid column of the table. The arrears appeared because at the reconnection MSEB gave figures of arrears at this connection i.e. 30/03/1989. As arrears on 30/03/1989 & interest on that amount upto April 1993, but consumer has paid the bills 14/07/1993 as a result the interest from 1st May to 14th July has also accumulated and as it was speedy.

The order is issued under the seal of consumer Grievance Redressal Forum M.S.E.B., Bhandup Urban Zone on 12th of May 2005.

Note : 1) If Consumer is not satisfied with the decision, he may go in appeal within 60 days on receipt of this order to Ombudsman in attached "Form B".

Address of the Ombudsman

Ombudsman,
 Maharashtra Electricity Regulatory Commission,
 606-608, Keshav Building,
 Bandra - Kurla Complex,
 Mumbai - 400 051.

2) If utility is not satisfied with order, it may apply to MERC within 60 days from receipt of the order.

Sandeep Pasarkar	G.R. Jadhav	P.A.
Mane		
Member	Member Secretary	
Chairman		
Consumer's Grievances	Consumer's Grievances	Consumer's
Grievances		
Rederssal Forum	Rederssal Forum	Rederssal
	Forum	

Observations of Member Secretary

1. M.S.E.B. should confirm the receipts of security deposit as under:

- a) R.No. - 31772 dt. 18/01/1975 Rs. 1425.00
- b) R.No. - 747717 dt. 25/02/1980 Rs. 1670.00
- c) R.No. - 374504 dt. 18/12/1979 Rs. 420.00

Interest to be paid on security deposit for the period 01/04/1989 to 05/10/1994.

2. MSEB has agreed to adjust Rs. 1246/- if consumer produces the document that proves that MSEB has wrongly debited the amount. Consumer has yet not produced the same.

3. Consumer has not requested for any relief.

4. Consumer has not paid the bills raised by MSEB even under protest. Consumer states that the arrears on bills were reduced after 23 months. Also MSEB states that in October 1996 bill issued with revision of previous bills issued.

5. Though revision was made, consumer has not paid the bill even under protest and disputed the matter.

6&7. Consumer has not paid the bill even under protest. He has made illegal corrections on bill and paid

8. MSEB should follow the note No. 2 at the back of bill.

9. MSEB has charged DPC and interest as per rule.

10. Bill are revised by MSEB

11. Consumer has not applied to MSEB for extension of due date by considering date of presentation of bill.

12. Consumer should have enquired in time.

13. August 1998 bill is wrongly posted. The correct posting should be done.
14. MSEB has already revised the bills in Sept.'2003 & March 2004.
15. The general statement.
16. Decision on the matter already given on 03/02/2004.
17. On disconnection decision has already given on 03/02/2005. Demand of squashing of all arrears as not recoverable is illegal. Consumer should pay the bills as raised, if required, under protest. Consumer should not make any changes on energy bill, which is illegal.

Consumer representative, as he says, is chartered Engineer. The dispute is since long back. He was well aware of E.A. 1910. If he thought that MSEB was not resolving the dispute, he had the choice of knocking the right authority. He has done nothing instead of raising dispute and paying the amount at his own accord.

Views of Member

1. Reconnection from P.D. is done 05/10/1994
 - a. After clearing all arrears in July 1993 P.D. was from 31/03/89 to 05/10/94.
 - b. SLC & Reconnection charges paid in Sept.' 1994. Security deposit details

collected from MSEB.

Receipt No. 31772	dt. 18/01/1979	Rs. 1429.00
374564	dt. 18/12/1979	Rs. 420.00
747717	dt. 25/02/1980	Rs. <u>1670.00</u>
	Total	Rs. 3515.00

Interest from date of P.D. to date of reconnection

31/08/1989 to 05/10/1994 = 62 months

- a. Interest to be paid on S.D. for 62 months along with bank interest of 12%
- b. Then up 31/03/2001 @ + 12%

- c. From 01/04/2002 to till date interest at prevailing rate and with 9% interest on it.
2. a. Initial load 58 Hp reduced to 25 HP on 09/10/1994 first lighting bill issued on 25/05/1995 on average basis @ 100 units despite of reading were recorded
b. Even Arrears were charged Exibit. 10 Annex F wrong arrears/billing conveyed in writing to utility but no action - paid 1246/- by check MSEB Returned the cheque. Rs. 1246/- sent by R.P.A.D. was accepted but wrongly credited to residential account Exbit.12. Utility agrees the mistake on their part.
3. a. Consumer claims meter No.10208629 was owned by him and utility has taken it for testing and did not returned to him but provided poor quality meter and recovered payment of 725/- against burnt meter.
b. MSEB has accepted meter No.10208629, was not theirs, because from their records they cannot show, it was theirs. And consumer says rent was not charged to hence meter was his.
c. Utility should give test report of MSEB for above said meter and also pay the cost meter of Rs. 1000/- along with interest of 12% compounded upto 31/03/2001 and there after 9% till date.
4. a. Connected load charged in bill dtd. 3rd Jan. 1996 for 15 months on average of 2000 units month is wrong as load was reduced to 25 HP at the time i.e.09/10/1994.

Therefore the average of 2000 units/pm was assumed on more than doubled sanctioned load turns out to be wrong. Therefore this bill should be raised with average of 937 units/pm (Avg. derived from Nov.'97 to Oct.'98 twelve months consumption available record of MSEB) in accordance to the rate per unit in period of 15 months immediately before January 1996. No DPC/No interest to be charged. And the average bill of January 1996 should be quashed as utility has failed to respond to consumer correspondence for pretty long period. This is because utility cannot produce any record for that period to Forum. While consumer has quoted MSEB record which was not defended by MSEB representative. Consumer submitted Exhibit No.16 arrears are charged wrongly should be waived off & along with DPC.

Utility should also pay interest on the amount collected in excess-

At rate of 12% upto 31st March 2001 & @ 9%. Thereafter till date.

This clearly points out service deficiency on the part of utility and utility deserves punishment as per consumer protection act 1986. A gross negligence on the part of utility has aggrieved the customer that is what seen in hearing. He has gone totally against utility staff.

5. It is shocking the utility has taken 23 months to give correct bill with 25 HP sanctioned load and as per meter reading. As MSEB did not take any action on the various correspondances done by consumer, consumer resorted to MSEB's direction/notice No. 2 on the reverse of the bill and followed MSEB's rules & regulations. While it appears MSEB staff was not aware of these directions to consumers or intentionally neglected it, showing their arrogance and attitude of harassing consumer. Staff must stop this now, due to open market era in this sector that has commensed

DPC & interest charged on amount paid through Court should be waived of.

6. It is also evident various letters of consumer that consumer has attempted to his maximum ability to get his problem solved, but it is MSEB staff's in action and behavior and attitude that aggrieved the consumer. Therefore utility staff deserves sever punishment. Even on demand of consumer utility staff did not provide consumer the circulars based on which staff was acting, as they think, legally/illegally. Utility is correct in pointing out mistake of consumer of correcting the figures on bill but while doing so they have forgotten that consumer resorted to this action when utility failed to respond when he was doing so on separate sheet and latter on doing so and asking correct bill. It is the right of consumer to get correct bill and duty of utility to give correct bill. Utility staff has measurably failed in fulfilling their duty.
7. Not only this utility representative in his say - in response to 12th point of consumers say tried to mislead Forum Members by stating consumer never paid any bill under protest. While the letter of consumer- ref. SAT/MSEB/Bill/887, dt. 04/08/1997 has clearly stated he will pay his bills under protest (Read point 4 first para last line [Exibit. No. 28 page 2]).

He also promised to pay unpaid amount if utility shows him correctness of bill. Where he has pointed out Note No. 1 on the back of the bill (Point of Exhibit.No. 28), which is the 23rd letter of consumer.

8. The practice of rounding of to next 10 units is wrong. The practice should have been to nearest 10 units.

Correct the bills accordingly.

9. Utility has given the effect of clubbing. But never gave clear 15/20 days for payment and charged DPC & interest for delayed payment which is wrong and should ensure in time delivery of bills to consumers and also give clear 15/20 day's as the case may be excluding the billing date.
10. Utility has disconnected the consumer's supply illegally on 20th January without notice and has over looked the direction issued by this Forum on 20th January 2005 that amounts to contempt of Court.

Hence deserves the punishment. June 2004 order got stale as consumer has paid bills and utility received it. The notice on the bill is not allowed because it is not served after due date on neglect of payment. This disconnection lasted till 28th January 2005.

Therefore utility should pay

1. Rs. 10,000 + (Rs. 6000 x 7 days) 42000 = 52000/- to consumer.
2. Under Section 140 of E.A. 2003 - Rs. 50,000/- for contravening the Act,
Rules & regulation there off

MAHARASHTRA STATE ELECTRICITY BOARD
Consumer Grievance Redressal Forum

Phones: 25643981/82
the
Fax No.: C/o25643990
Forum,
Bhandup,

Office of
Consumer Grievance Redressal
Vidyut, Gr. Floor, LBS Marg,
Mumbai 400078.

- Grievance of 1) Smt Shobha Ashvin Treasurer
Cons.No.10643040.
2) Shri Ashvin V.Treasurer
Cons.No.10643029

Hearing held on 3/02/2005.

The Consumer has filed an application in this Forum on the 20th of January, 2005 complaining about the disconnection of power supply without notice. The consumer wanted that the order be issued in his favour to reconnect the power supply. In the first instance. Immediately on receipt of his application, since the complaint was for re-connecting the supply and the consumer pressed for early re-connection, promptly report was called by this Forum so as to enable the Forum to take appropriate immediate action.

2. In the intervening period, the consumer has approached the Maharashtra Electricity Regulatory Commission and MERC has written a letter vide its No.MERC/Cons/Grievance/2005/0164 dated 18th Feb. 2005. In para 3 of the aforesaid letter, the Secretary, MERC has suggested that the Forum may consider the circumstances of the case duly with the immediately issue i.e. disconnection of supply alleged under violation of Section 56 & 174 of the Electricity Act, 2003 on priority. Through interim order or otherwise pending the final disposal of the case by the Forum.

3. In view of urgency of the matter, the case was fixed for hearing immediately on the 3rd of February, 2005.

The Chairman and the members of the Forum were remained present and the consumer as well as the S.E, Thane (U) Circle & Executive Engineer were asked to come for a hearing urgently fixed to hear the specific issue about the disconnection of the power supply. Shri Treasurer has represented the consumer and argued that no notice of disconnection has contemplated under Section 171 of Electricity Act, 2003 was given to him and that there is no need to pay and there was no valid sum due from him as per Section 56 of the Electricity Act, 2003. It was his contention that he has been paying regularly against every bill, and that he has written 74 letters to MSEB for his grievances for the past 10 years. There are notings on the bill itself to show that the correct amount has been paid by him. The MSEB has not taken any action to rectify the bills sent to him. The MSEB even has returned the

two cheques sent by him along with two letters. The MSEB does not show any valid reason as to why the cheques have been returned. Hence the consumer has alleged that the action of the MSEB is vindictive, malafide and to teach him a lesson, as the consumer has been complaining against MSEB and the sum involved in these cases is Rs.42 lacs. In the bill, the consumer is receiving, delayed payment charges have been shown.

4. Shri Khan, S.E, Thane Circle remained present and stated that disconnection by the MSEB is legal, as clear cut notices was served on the consumer through his Advocate on the 19th of June, 2004. There were two letters issued to the consumer vide dated 15.2.2004 & 11.11.2003 from the Executive Engineer that the payment should be made and the bills preferred by the MSEB are correct. The consumer is making correction in the original bill sent by MSEB. As per the delay and submitting two cheques on his own, the consumer was asked to come to MSEB to resolve the issue but he has not done so. In this two letters sent to him, he has not made any efforts to sort out the issue. The last bill served on the consumer dated 7.1.2005 is for Rs.45,530/-, while the consumer has calculated the payment due from him as Rs.3200/-. The consumer, Shri Khan stated should have approached the Electrical Inspector which is the State Government authority before commencement of the act, i.e. on 10.6.2003. The consumer it appears has not done so. All the bills sent to the consumer are as per the tariff it reveals. The bills referred by the MSEB are not abnormal at all and that the Consumer has not bothered to give reply to notice sent through the Advocate in the month of June, 2004. The consumer has approached the Consumer Forum directly without availing the opportunity of Consumer Grievances Cell at the level of the Executive Engineer or the S.E, Thane Circle.

- ORDER-

5. We have carefully gone through the arguments advanced by the consumer as well as by the utility so far as the limited issue of issue of re-connection order in favour of the consumer. The Consumer as stated by the S.E, Thane Circle and agreed to by us has not approached the Grievances Cell before approaching to the Consumer Redressal Forum. The Consumer has not bothered to give reply to the notice sent by the MSEB in June, 2004. The action of the consumer in correcting the original bill sent by MSEB is also not fair. It is the consumer's contention that he being the consumer, the MSEB should have approached him. The consumer has also admitted that he has not made any efforts to meet MSEB official to sort out his grievances. His intentions are different. He has written numerous letters and taking the contention that the MSEB is not accepting the cheques sent by him. Even the cursory look at the total amount due from the consumer and the cheques sent by him as stated by the SE shows that he is not making any efforts to pay the valid sum against the amount due to be paid by him to MSEB even under

protest The Forum intends to go into the details of the consumer's grievance in detail on the next date of hearing.

The Consumer's intentions seems to delay payment and pay only nominal sum. The Consumer's case does not deserve consideration from this Forum to immediately restore the supply. Writing numerous letters without any action from his part to settle the issue amicably is not seen and does not deserve any sympathy in this case. The consumer should have availed the opportunity of approaching the Cell as well as the Electrical Inspector in the past. In view of this, this Forum has come to the conclusion that immediately restoration of the connection cannot be ordered. Therefore this does not attract provisions of Section 56 and 171. The utility also would have discontinued supply if they wanted to do so immediately after serving the notice in June, 2004. The case is fixed for detailed hearing and the separate notices will be issued to the party being informed of this decision given under the seal of this Forum on 3rd day of February, 2005.

The consumer's intention seems to keep MSEB bill being not paid for a long time and in dispute and that he is not making any payment and approaching the higher authorities.

Going through the circumstances of this case and adamant attitude of the consumer, the Forum feels the justice will be met if utility reconnects the supply after receiving the amount as per Section 56 (i) a of Electricity Act, 200-3 or atleast 50 % amount i.e. Rs.23,000/= to round off, under protest. But did not do so to give enough time to pay the dues by settling the dispute in personal meeting.

Incidentally, the consumer has not submitted all the papers and asking for remedial action from this Forum. Both parties are advised to submit all the papers before this Forum, within 15 days.

(Sandeep Pasarkar)
Mane)

Member
Consumer's Grievances
Consumer's Grievances
Redressal Forum
Forum

(G.R.Jadhav)

Member Secretary
Consumer's Grievances
Redressal Forum

(Pramod

Chairman
Consumer's Grievances
Redressal
Forum

