



Consumer Grievance Redressal Forum, Kalyan Zone
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No. **K/E/821/997 of 2014-15**

Date of Grievance: 03/09/2014

Date of order : 17/10/2014

Total days : 44

IN THE MATTER OF THE GRIEVANCE NO. K/E/821/997 OF 2014-15 IN RESPECT OF SHRI SUHAS VITHAL SURYAWANSHI, SURYAWANSHI BUNGLOW, 169, VEER SAWARKAR MARG, LALCHAKKI AREA, ULHASNAGAR-421 004, DIST. THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING EXCESS BILLING AGAINST FAULTY METER.....

Shri Ulhas Vithal Suryawanshi
Suryawanshi Bungalow, 169,
Veer Sawarkar Marg,
Lalchakki Area, Ulhasnagar -421 004,
Dist. Thane.
(Consumer No.021510975640)

.... (Hereafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its Nodal Officer,
Kalyan Circle-II, MSEDCL
Ulhasnagar- Sub-Divn-II,

.... (Hereinafter referred as Licencee)

Appearance : For Consumer- Consumer- in person.

For Licensee- Shri Nemade-Addl. Executive Engineer,
Shri Mithe - Asst. Accountant

(Per Shri Sadashiv S.Deshmukh, Chairperson)

Maharashtra Electricity Regulatory Commission, is, constituted u/s. 82 of Electricity Act 2003 (36/2003). Hereinafter for the sake of brevity referred as 'MERC'. This Consumer Grievance Redressal Forum has been established as per the

notification issued by MERC i.e. “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006” to redress the grievances of consumers vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, (36/2003). Hereinafter it is referred as ‘Regulation’. Further the regulation has been made by MERC i.e. ‘Maharashtra Electricity Regulatory Commission. Hereinafter referred as ‘Supply Code’ for the sake of brevity. Even, regulation has been made by MERC i.e. ‘Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply & Determination of Compensation) Regulations, 2014.’ Hereinafter referred ‘SOP’ for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2014’.

2] Consumer approached this Forum on 3/9/2014 with a grievance that from October 2013 in the bills, units are shown the status of meter as inaccessible for two months, thereafter faulty for one month and again normal for further two months . He represented about this flaw time to time right from October 2013. Even approached IGRC on 27/3/2014 as his supply was permanently disconnected and order is not passed by IGRC within 60 days.

3] On receiving the grievance, it’s copy along with accompaniments, was sent to the Nodal Officer vide this Office Letter No.EE/CGRF/0334 dated 4/9/2014.

In response to it, Officers of Licencee appeared and filed reply on 22/9/2014.

4] This matter is taken up for hearing and both sides argued in terms of their respective contentions. For deciding this dispute, the following factual aspects in chronological order are required to be considered:-

- a] Consumer is having residential supply from 10/8/2011.
- b] Till disputed bill dated 25/10/2013 no any dispute is brought before this Forum covering the previous period.
- c] In October 2013 for the period from 17/9/2013 electricity bill dated 25/10/2013 was issued for Rs.1240/-. However, in the column of actual reading remark is shown ‘**inaccessible**’.

- d] Disputing the said bill, consumer approached Licencee vide letter dated 30/10/2013. Thereafter in November 2013 same position noticed in the bill. Further in December 2013 in place of in accessible remark is shown as 'faulty'. Consumer then addressed letter to Superintending Engineer on 7/1/2014. However, in February 2014, remark about the status of meter is shown as 'normal'. But consumer disputed the aspect considering the previous reading and addressed letter to Superintending Engineer on 19/2/2014. Same position noticed in the bill of March 2014 and consumer complained to Superintending Engineer on 21/3/2014.
- f] It is the contention of Licencee that on 27/3/2014 there was spot inspection and thereafter bill is prepared about the outstanding dues to the of Rs.6,550/-. On that day supply was permanently disconnected.
- g] In this regard consumer complained to the Superintending Engineer on the very day. It is also seen that on 25/3/2014 consumer has addressed letters to Superintending Engineer and even to the Police Station pertaining to high handed act of taking out the meter.
- h] Though consumer approached IGRC on 27/2/2014, it was not decided till the consumer approached this Forum on 3/9/2014.
- i] IGRC in the meantime passed order on 20/9/2014. It's copy is placed on record of this Forum.

5] On behalf of Licencee reply is placed on record on 22/9/2014 and in the said reply, it is contended that for the period from October 2013 till February 2014, bills were issued, showing it as faulty status. On the basis of inspection report of J.E. Q.C. (Quality Control) dated 27/3/2014, for the said total five months bill is worked out. Considering the difference in the reading noted actually during that period i.e. prior to October 2013 and in March 2014 on it's basis, calculation is done dividing said consumption equally for five months and total bill for Rs.6,550/- issued. It is contended that consumer has not paid any bills from October 2013 and last payment is for September 2013 on 12/10/2013 for Rs.1390/-. Accordingly, it is contended that from time to time amount is worked out on the basis of average but payment is not done.

6] On the basis of these rival contentions and considering the development of order of IGRC dated 20/9/2014, position was sought to be clarified from Licencee and it was submitted from Licencee side that order of IGRC is being complied towards it meter is being tested in presence of consumer. Accordingly, it is submitted that

meter was taken up for testing on 28/9/2014 and consumer not attended it. It is a fact that consumer has not attended and he assigned the reason that when already defective meter is reflected in the bills, it was of no use to attend such testing. The testing report produced before us, contains remark as under:

‘After testing Meter is Found within permissible Limit. Meter’s Display working on current circuit. Hence meter declared Foulty.’

When this remark of faulty meter was noticed, Officers of Licencee were asked, what is the course available. Forum expressed the view that if it is faulty meter then liability is required to be considered Clause 15.4.1 of MERC Supply Code and tentatively Officers to produce the calculation of liability in the light of said provision. Accordingly, Officers of Licencee during hearing placed before this Forum the draft calculation of previous 12 months average i.e. from October 2012 to September 2013 and said average is shown as 177.67 units per month. On that basis for disputed months i.e. from October 2013 to February 2014, liability is worked out, including fixed charges, energy charges, electricity duty, fuel cost adjustment and additional charges as per the prevailing rates for the concerned months. Accordingly, said liability is calculated to the tune of Rs.5,666.01 Ps. i.e. round figure is shown as Rs.5,670/-.

7] On the basis of this material, both sides were called upon to make their submissions. Consumer in person read over to us submission dated 30/9/2014. He has not agreed to the order of IGRC. It is contended that as per the provisions of Regulation, Licencee is required to ensure correct reading is taken, meter is appropriately maintained. But in October 2013, status of meter was shown as inaccessible. In further month it is shown as faulty. Consumer has even taken recourse by seeking information under the Right to Information Act to know factual position. Such application was filed on 31/10/2013 towards it Dy. Executive Engineer, Ulhasnagar, Sub-Divn.I, addressed letter dated 7/12/2013 to Public Information Officer of Licencee and copy of it provided to the consumer. In Clause

IV of the said letter copy of which is placed before this Forum, it is communicated that already Junior Engineer Lalchakki Section, on 3/12/2013 directed to change the consumer's faulty meter. Accordingly, it is contended that in spite of his various communications from 30/10/2013 onwards, there was no any positive action but ultimately on 27/3/2014 supply is disconnected. It is contended that Officers of Licencee and the concerned employees of Licencee not acted as per Rules and Regulation, hence they be punished for it, he be provided compensation and he is not liable to pay any more amount except fixed charges and loss sustained by consumer be recovered from the concerned staff members.

8] From the aforesaid factual aspect, one thing is clear that consumer right from 30/10/2013 after receiving disputed bill dated 25/10/2013, written letters to the Officers of Licencee about incorrect status of meter shown in bills, defective meter etc. He expressed his feelings, in his own words. This fact is clearly demonstrated from the copies of letters placed on record. On the other hand, all the records enclosed with the grievance application, provided to the Licencee but there is no any document placed on record about reply given or redressing the grievance in pursuance of his applications. Accordingly, it is a fact that consumer has paid bill of September 2013 bill dated 12/10/2013 for Rs.1390/- and thereafter he has not paid any further bills. He is disputing about the aspect of faulty meter, irresponsible attitude of staff members of Licencee and he is facing this situation, hence he cannot be asked to pay any bill which is not as per Rules. No doubt, if the bills are speaking about '**faulty**' remark and when there is communication dated 7/12/2013 to Public Information Officer, by Officer of Licencee about defective meter and it is ordered to be replaced by writing letter dated 3/12/2013. In spite of it, it was not complied but status continued as it is till 27/3/2014. As contended by Licencee on 27/3/2014 during visit of Jr. Engineer, (Flying Sq.) it was permanently disconnected and bill for arrears to the tune of Rs.6,550/- was issued. Accordingly, non payment of bill is a ground made for disconnection. As noted above such non payment is admitted fact. Consumer has made complaints, those are not replied but supply is permanently disconnected.

9] Though, it is contended by Licencee that supply was disconnected on 27/3/2014, it is not done on serving notice as required u/s. 56(1) of Electricity Act. There is no response or reply from Licencee on this count before the Forum. **So fact remains that disconnection is done without following the mandate of Law.** Though, supply is disconnected and consumer has approached IGRC on 27/3/2014, IGRC not decided yet in time and it is decided after the matter brought to this Forum on 3/9/2014 wherein IGRC directed for testing of meter in presence of consumer. However, illegal disconnection remained not cured.

10] Though as per the order of IGRC, Officers of Licencee resorted to testing of meter during pendency of this grievance before the Forum in the laboratory and asked consumer to attend it, but consumer did not attend. During testing it was disclosed that meter is faulty. The result of meter testing is already reproduced above. Though on 27/3/2014 meter was taken out and permanently supply was disconnected, the exercise of it's testing is done on 29/9/2014. Accordingly precise date of defective meter disclosed, is to be considered. Though it is disclosed on 29/9/2014, in fact said meter was taken out on 27/5/2014, hence, date of defective meter noticed is to be treated dated as 27/3/2014.

11] If once, it is concluded that meter is defective then provisions of MERC Supply Code comes into play. As per Clause 15.4.1 of Supply Code, there is a provision that when such defective meter is noticed, then at the most for maximum period of three months, prior to the month in which the dispute is arisen and liability is to be worked out and said liability will be as per the result of test of meter. Accordingly, this is an aspect which speaks about dealing the situation when there is defect in the meter. This particular clause is not speaking about the mode of working out the liability, but is made limited to the previous three months . Though in this matter, fault is said to be from October 2013 till 27/3/2014 this period is more than three months, but liability under Clause 15.4.1 of Supply Code is made limited to three months. As disclosed during the discussion before the Forum, there was no display on meter, hence, it is to be treated that it is a defective meter. On it's basis liability is to be

worked out. As per the clue available from second proviso, available to the said Clause, considering the average of healthy period the months of the dispute, for three months, liability can be worked out and considering it, we had asked Licencee to place before us tentatively such calculation. It is brought to our notice that for said 12 months i.e. from October 2012 to September 2013, total consumption of units is 2132 considering opening reading in October 2012 which was 1814 units and closing reading for September 2013 which was 7981 units and hence during that 12 months period consumption was of 2132 units. Hence 12 months average consumption comes to 177.63 units. Considering it as base, arrears are worked out by Licencee for October, November, December-2013, January and February 2014, the total quantum is shown as Rs. 5670/-. Though this calculation is given for five months, however, liability is to be made limited only for three months prior to the date of dispute. As noted above, dispute arose on 23/7/2014 when meter was taken out. Meter was taken out and during the testing on 29/9/2014, defect was found. Accordingly, date of disclosed, is to be treated on 27/3/2014 and three months prior to it, if considered, it covers the billing period as per trend followed by Licencee, will be for the month of March, February and January 2014. Accordingly, the average of 12 months which is worked out by Licencee we verified from the CPL is to be considered only for three months and not for five months, as per the mandate of aforesaid clause 15.4.1 of Supply Code, though consumer denied his liability to pay, but as per the Law, said liability cannot be avoided. As per the average said liability is limited for three months and as calculated by Licencee, liability for these three months is as under:

| Month | Amount |
|------------------------|-------------------------|
| <i>January 2014</i> | <i>Rs. 1152.48 Ps.</i> |
| <i>February 2014</i> | <i>Rs. 1180.25 Ps.</i> |
| <i>March 2014</i> | <i>Rs. 972.78 Ps.</i> |
| | ----- |
| <i>Total</i> | <i>Rs. 3,305.51 Ps'</i> |
| <i>Round up figure</i> | <i>Rs. 3,306/-</i> |
| | ----- |

12] On payment of this amount, consumer will be entitled to have reconnection that too without paying any other charges as disconnection itself is without following legal provision.

13] Now, coming to the second aspect of relief to the consumer, it pertains to not properly taking care of meter, it's reading, it's maintenance, issuing appropriate bills or attending complaint/applications of consumer. No doubt as per MERC Supply Code 15.3 there is a provision how to consider reading in absence of actual reading. This aspect is not followed. In this matter for further two occasions meter status is shown faulty, no care is taken to rectify that defect till 27/3/2014.

The day on which consumer's supply permanently disconnected (PD) without any notice by working out liability to the tune of Rs.6550/- . This act of not replacing the defective meter though Officer of Licencee addressing letter to it's Public Information Officer on 7/12/2013 about the consumer's meter found defective and directed the Jt. Engineer on 3/12/2013 to replace it, which is not taken care of . Accordingly, even after this conclusion of defective meter by Officer of Licencee the position continued till 27/3/2014 .

In addition, consumer has written letters regularly complaining on this count which are already noted above not taken care of, not complied or replied. This aspect also adds to the situation that no care is taken toward consumer's contention. Position is being canvassed by Licencee is one sided, taking stand that average bills are issued and those are to be paid. No doubt, such thing can be considered but when consumer right from first month, crying against it, his cry not heard by these Officers really it added salt to the injury already caused to the consumer by resorting to permanent disconnection.

14] Thirdly, though meter is taken out on 27/3/2014, no care is taken to find out whether there is any force in the contention of the consumer about the defective meter. They even not tried to confirm it. No doubt, consumer has approached IGRC on 27/3/2014 and IGRC decided the matter when the consumer approached this Forum

and thereafter towards obeying the order of IGRC, Officers of Licencee acted and sought testing of meter wherein defect is noticed.

15] Accordingly, these aforesaid aspects of inaction of Officers of Licencee, demonstrate the manner in which as contended by consumer, negligence indifferent attitude and consumer made to undergo harassment is seen. Under such circumstances, we find consumer is to be provided relief with the intent to ensure that there is no Licencee to the Officers of Licencee to act in breach of Law Rules and Regulation applicable. It is more necessary when consumer till this date acted as per Law and no any illegality is attributed to him. Hence we find, Licencee is to be directed to pay amount as compensation. Said compensation is to be commensurate with the serious flaw committed and said serious flaw is already noted above in preceding paragraphs and hence we find, amount at the rate of Rs.300/- per month from October 2013 to August 2014 will be proper quantum.

16] During the course of arguments, consumer gave vent to his feelings, treating as if this Forum is sole authority providing panacea to all his complaints. But scope and powers of this Forum are limited. Considering the limitation, we have decided the grievance of consumer . We considered the seriousness of grievance, compensation is being provided and we direct the Licencee to restore the supply. There is a prayer for asking the action against the erring Officers and staff. We find it is the Licencee who is to take appropriate steps administratively against the concerned as found fit, in the background of the fact that consumer is only liable to pay for three months, but previous two months liability is being borne by Licencee due to fault/negligence/inaction on the part of the Officers of Licencee. Accordingly, Licencee is to consider the action against the concerned Officers.

Hence the order.

ORDER

Grievance application of consumer is hereby allowed.

Bills issued from October 2013 till March 2014 are hereby quashed. The Licencee is to prepare new bills for the months of January 2014 to March 2014 as discussed above, considering the average consumption for the period from October 2012 to September 2013 and consumer will be liable to pay total Rs.3,306/- for these three months and entitled to have supply reconnected.

Licencee is directed to pay an amount of Rs.3,300/- towards compensation as discussed above under MERC (CGRF & Ombudsman) Regulation Clause 6.9 (e). The said amount is to be paid by Licencee in the first instance and may recover it from erring Officers/staff, taking appropriate action. Licencee is at liberty to take any other appropriate administrative action against the staff members as found fit. The amount of compensation of Rs.3,300/- be adjusted by Licencee towards the liability of consumer i.e. Rs.3306/- and balance amount of Rs.06/- be recovered from the consumer on the next electricity bill to be issued for the month of October, November 2014.

Licencee is directed to reconnect the supply forthwith within 24 hours on receiving this order.

Dated: 17/10/2014.

I agree

I agree

(Mrs.S.A.Jamdar)
Member
CGRF,Kalyan

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

NOTE: -

- a) The consumer if not satisfied, may file representation against this order before the Hon. Ombudsman within 60 days from the date of this order at the following address.

“Office of the Electricity Ombudsman, Maharashtra Electricity Regulatory Commission,606/608, Keshav Bldg, Bandra Kurla Complex,Mumbai 51”.

- b) Consumer, as per section 142 of the Electricity Act, 2003, can approach Hon. Maharashtra Electricity Regulatory Commission for non-compliance, part compliance or
- c) delay in compliance of this decision issued under “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2003” at the following address:-
- “Maharashtra Electricity Regulatory Commission, 13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05”*
- d) It is hereby informed that if you have filed any original documents or important papers you have to take it back after 90 days. Those will not be available after three years as per MERC Regulations and those will be destroyed.