



**Consumer Grievance Redressal Forum, Kalyan Zone**  
**Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301**  
**Ph- 2210707, Fax – 2210707, E-mail : cgrfkalyan@mahadiscom.in**

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Date of Grievance : 09/01/2013  
Date of Order : 30/03/2013  
Period Taken : 80 days

**IN THE MATTER OF GRIEVANCE NO. K/E/682/804 OF 2012-2013 OF**  
**M/S. SAIBABA ENTERPRISES, S.NO.59/2, KAMBA VILLAGE. TAL.**  
**KALYAN, DIST – THANE REGISTERED WITH CONSUMER GRIEVANCE**  
**REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE**  
**ENERGY BILL.**

M/s. Saibaba Enterprises  
Survey No. 59/2,  
Kamba Village, Tal. Kalyan  
Dist : Thane

Versus

1) Maharashtra State Electricity Distribution  
Company Limited through its  
Superintending Engineer  
Kalyan Circle

(Here-in-after  
referred  
as Consumer)

(Here-in-after  
referred  
as licensee)

(Per Shri. Sadashiv S. Deshmukh, Chairperson)

- 1) This Consumer Grievance Redressal Forum has been established under “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006” to redress the grievances of consumers. The regulation has been made by the Maharashtra Electricity Regulatory Commission vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, 2003. (36 of 2003).
- 2) The consumer is a H.T. consumer of the licensee. The Consumer is billed as per Industrial tariff. Consumer registered grievance with the Forum on 09/01/2013 for Excessive Energy Bill.  
The details are as follows :  
Name of the consumer :- M/s. Saibaba Enterprises  
Address: - As given in the title  
Consumer No : - 020029051540  
Reason of dispute : Excessive Energy Bill
- 3) The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/35 dated 09/01/2013 to Nodal Officer of licensee.
- 4) We heard the consumer’s partner and for Licensee Nodal Officer Mr. Giradkar & Assistant Engineer Mr. Kasal. We have gone through the reply of Licensee dt. 30/1/2013.
- 5) On the basis of documents on record and arguments advanced, following factual aspects are disclosed.

a) Consumer is having supply from Licensee from 9/9/2009.

Consumer’s meter was checked on 7/11/2012 towards annual checking

and 21/11/2012 for confirm of abnormality. On 21/11/2012 it was concluded that current in R-phase at H.T. side (measured at meter terminal and also on the meter display) did not match with actual load current. The R-phase C.T. was declared as faulty. Further load test was carried during which H.T.T.O.D meter shown less consumption of 30% to 33.33% and that said low current event in R-phase, concluded as occurred on 25/1/2012 at 21.57 hrs. On it's basis assessment of liability is undertaken covering period from 25/1/2012 whereby 231832.061 units added in Nov. 2012 and bill demanding Rs.25,45,090/- to be paid before 24/12/2012 is issued .

b) As the amount was not paid notice issued by Jr. Law Officer on 26/12/2012 calling upon consumer to pay the due amount of Rs.25,83,040.19 and if not paid within 15 days supply will be disconnected.

c) Consumer replied to said notice on 9/1/2013 and on the very day approached this Forum for interim relief seeking stay to the permanent disconnection.

d) As it requires emergency hearing matter was registered and notices were issued to both sides for hearing on 10/1/2013 for interim relief. Both sides attended. On hearing both sides contentions, interim relief granted on consumer's depositing the amount for 3 months' period, towards less consumption, i.e. slow for 30%. Said condition is complied by consumer depositing an amount of Rs. 13,84,154/- on 24/1/2013.

e) Thereafter this matter is heard finally on 30/01/2013 taking on record the reply of Licensee.

- 6) Now the dispute revolves around the fact as to whether, if there is fault in R-phase CT from 25/1/2012 . Can it be said to be an aspect of faulty meter and can there be recovery for the period from 25/1/2012. In this regard definition of meter is to be seen from S.O.P. Officer of the Licensee tried to stick up to the stand that the supply is consumed and consumer is bound to pay for total period . It is claimed that though fault is spelled out but in MRI the supply is seen.
- 7) In the first place we are required to conclude whether in view of definition meter, R-phase CT is included in it as claimed by Licensee that fault occurred in R-phase CT. Then we are concluded whether it is a defective meter.
- 8) If once it is concluded that it is defective meter then question comes of entailment of recovery on the basis of said defect . S.O.P. 15.4 provide the relief said clause read as under ..

**15.4 BILLING IN THE EVENT OF DEFECTIVE METERS.**

**15.4.1 Subject to the provisions of Part XII and Part XVI of the Act, in case of defective meter, the amount of the consumer's bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the result of the test taken subject to furnishing the test report of this meter alongwith the assessed bill..**

**Provided that, in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per clause 15.4.1 above and, in case of tampering as per Section 126 or Section 135 of the Act, depending on the circumstances of each case.**

**Provided further that, in case the meter has stopped recording, the consumer will be billed for the period for which the meter has stopped recording, up to a maximum period of three months, based on the average metered consumption for twelve months immediately preceding the three months prior to the month in which the billing is contemplated**

We have gone through said clause 15.4.1 and said clause more particularly main clause speaks that in case of defective meter the amount of consumer's bill needs to be adjusted for a maximum period of 3 months prior to the month in which dispute has arisen. Accordingly this main clause is clear in itself but it refers to defective meter. We already noted above contention of Licensee which we find not acceptable as this clause speaks about legal position. In this regard there is a definition of meter in MERC (Electricity Supply Code and other conditions of supply) Regulations 2005. Said definition clause 2.5 (q) reads as under:-

**' Meter - means a set of integrating instruments used to measure, and / or record and store the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes pre-payment meters. '**

This particular definition is wide enough to include other accessories, current transformer (CT), wiring and accessories. Accordingly to find out whether the meter is defective these parameters are to be applied as to whether the defect was in current transformer (CT), instrument used for measuring electrical energy, necessary wiring and accessories available to the said CT and meters. Now precisely we are confronted with a defective CT. Licensee has stated that R-phase CT was defective.

9) In view of the above conclusion it is clear that in this matter the meter is found defective R-phase CT was found failed, ultimately it is a case of defective meter and hence recovery cannot be done for a period more than 3 months. Bill issued by Licensee to the tune of Rs.25,83,040.19 covering the period more than 3 months is not legal and correct, hence it needs to be set aside. Recovery is to be made limited only for 3 months.

Already while dealing with interim relief considering quantum of amount sought to be recovered relief was granted on condition of consumer

depositing 3 months' payment and said amount worked out to the tune of Rs.6,69,246/-. Already it is deposited on 24/1/2013 by consumer and hence now the bill issued by Licensee dated 10/12/2012 is to be allowed only to the extent of 3 months' period. Already as per interim order an amount of Rs.6,69,246/- paid hence no more liability arises towards the disputed aspect except on new calculation by Licensee it may be more or less which can be either recovered if it is more or adjusted if it is less. Accordingly this grievance is to be allowed.

10) This matter could not be decided in time as the Forum was to cope up with existing hands for transcribing this order as regular Stenographer has retired.

Hence the order -

### **ORDER**

- 1) Grievance application is allowed.
- 2) Bill issued by the Licensee to consumer dated 10/12/2012 for Rs.25,83,040.19 is hereby set aside and it be worked out only for 3 months. Already we have directed the consumer to deposit amount for 3 months on the basis of calculation done by Licensee for whole period. That figure we had arrived at Rs.6,69,246/- which is deposited on 24/1/2013 and hence bill issued by Licensee dated 10/12/2012 is to be corrected and issued for 3 months. Licensee is at liberty to recover any amount found to be excess for 3 months than Rs.6,69,246/- and the payment of Rs.6,69,246/- if found more, then it

be adjusted in the ensuing bill of consumer. Accordingly grievance application is allowed.

- 3) The Consumer can file representation against this decision with the Hon. Electricity 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".*

- 4) Consumer, as per section 142 of the Electricity Act, 2003, can approach Hon. Maharashtra Electricity Regulatory Commission for non-compliance, part compliance or 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"*

Dated 30/3/2013

**(Mrs.S. A. Jamdar)**  
**Member**  
**C.G.R.F. Kalyan**

**(R. V. Shivdas)**  
**Member Secretary**  
**C.G.R.F. Kalyan**

**(Sadashiv S. Deshmukh)**  
**Chairperson,**  
**C.G.R.F. Kalyan**