



Consumer Grievance Redressal Forum, Kalyan Zone
 Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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No. K/E/735/876 of 2013-14

Date of Grievance: 09/10/2013

Date of order : 11/2/2014

Period Taken : 125 days.

IN THE MATTER OF GRIEVANCE NO. K/E/735/876 OF 2013-14 IN RESPECT OF SANTOSH SHANTARAM PARKAR FOR MRS. MRUNAL MADHUKAR KANEKAR, VIVA COMPLEX BLDG. NO.1, FLAT NO. 402, B-WING, SURVEY NO. 48/4, WALIV, VASAI (E), DISTRICT-THANE-421 208 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING EXCESSIVE ENERGY BILL.

Santosh Shantaram Parkar for
 Mrs. Mrunal Madhukar Kanekar,
 Viva Complex, Flat No.402, B-Wing,
 Survey No.48/4, Valiv, Vasai (E)
 District-Thane-401 208
 Consumer No.001840674581.

..... (Hereafter referred as consumer)

Versus

Maharashtra State Electricity Distribution
 Company Limited through its
 Dy.Exe.Engineer, Vasai Road (E), Sub.Divn.

..... (Hereinafter referred as Licencee)

Appearance : For Consumer- Shri Santosh S. Parkar -Consumer's Representative
 For Licensee – Shri Satish Umberje-Dy.Exe.Engineer
 Shri Vaze-Asst. Account

(Per Shri Sadashiv S.Deshmukh, Chairperson)

1] 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, (36/3003). Hereinafter it is referred as 'Regulation'. Further the regulation has been made by MERC i.e.

‘Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other conditions of supply) Regulations 2005’. 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 and Determination of Compensation) Regulations, 2005.’ Hereinafter referred ‘SOP’ for the sake of convenience.

2] This grievance is filed with the Forum on 9/10/2013 as the complaint filed before IGRC on 14/5/2013 not decided totally and no reliefs given by the Licencee.

3] In this matter the papers pertaining to above grievance were sent by this Forum vide letter No. EE/CGRF/Kalyan/0445 dated 14/10/2013 to Nodal Officer of Licencee. In response, the Officer of Licencee filed reply dated 25/10/2013. During the pendency of the matter, meter was replaced on 24/10/2013. Meter tested on 6/12/2013, consumer too placed additional say on record dated 18/11/2013, 28/12/2013.

4] We heard both the sides at times and at length. Consumer is represented by representative Mr. Santosh Shantaram Parkar, who had in fact filed this grievance as he is residing there from 1/7/2011 and when we noticed that he is not the consumer or owner of the premises, he was asked to place before us authorization for owner which he has placed on record on 20/1/2014. Accordingly, consumer is Mr. Mrunal Madhukar Kanekar. She has purchased the said premises on 18/4/2011. These details are supported with documents, such as, Index copy, copy of letter of possession handed over and ultimately, her name is entered as a consumer, for the present connection which is reflected in the bill of December 2013, issued on 31/12/2013. Accordingly, she is the consumer for supply bearing consumer No.001840674581.

5] On hearing both the sides and considering the contentions, raised by these parties, following factual aspects are disclosed:-

a] Initially, connection was in the name of one Mr.Motwani, but said premises seems to have been transferred to different persons by Motwani and present consumer i.e. Kanekar, purchased it from one of such transferee on 18/4/2011. No doubt, her name was not entered for the said connection and it is entered during the pendency of this matter. Precisely her name is appearing in the bill dated 31/12/2013.

b] It is contended that CR had addressed letters to the Officers of Licencee on 18/7/2012, 11/2/2013 and 21/3/2013 and letters to IGRC on 14/5/2013 and 23/9/2013. None of his letters are complied. Hence, he approached this Forum on 9/10/2013. \

c] Grievance of consumer as quoted by him, pertains to faulty meter which needs to be changed. Secondly, it is contended that from June, 2011 to May 2012, units are shown not as per reading, but those are shown as 47 units per month . It is contended that in April 2012, reading was noticed as 2497 and last reading prior to June 2011 was of 2214. Accordingly, consumption till April 2012 was hardly of 283 units ($2397-2214=283$), however, recovery is done by Licensee showing 47 units per month for 11 months, which comes to 517 units. Accordingly, recovery is extra by 234 units ($47 \times 11=517$, $517-283=234$). Recovery done for said extra units, is, now sought as refund.

d] It is a fact that after this complaint to the Forum dated 14/10/2013 the officers of Licensee replaced the disputed meter on 25/10/2013. This Forum issued letter to Licensee on 14/10/2013 and we are able to say that meter replacement is done thereafter on 24/10/2013.

e] Said replaced old meter is tested on 6/12/2013 by Licensee and during testing that meter found stopped.

f] It is a fact, after replacement, towards consumption or recording of units there is no dispute.

g] Dispute is of the period prior to the replacement i.e. dispute is from June 2011 to 23/10/2013. However, consumer has mentioned that till April 2012 meter was working, actual reading though seen in the photo, bill is not charged as per said reading but was shown as faulty from June, 2011 and heavy bills of average consumption were issued. It is also stated that during that period, some bills are issued with photo reading and that factual position, not shown reflecting the units. It is claimed, when meter was faulty, after reading is taken, average bill is received, which is required to be dealt.

6] On behalf of Licensee, in reply dated 25/10/2013, it is mentioned that from July 2011 to August 2013, reading speaks that initial consumption is shown less and subsequently, it is meager and hence reading is considered from July 2011 to April 2012 and figures are worked out, stating average as **28.70**. It is, further, contended that on noticing meter faulty, consumer was given bills on average basis. Further, it is admitted, that faulty meter is replaced on 24/10/2013 and last reading was 2500 units. In respect of prayer for refund, it is contended that considering the average consumption of consumer, bill is issued. Further, it is contended that for considering the disputed aspect from May 2012 to October 2013, it is necessary to observe the consumption of a new installed meter for three months and on it's basis the consumer can be charged.

7] After noting aforesaid chronological facts, one thing is clear that consumer has taken pains to run from pillar to post, rather made to run but he is not at all heard. There is no response, in spite of the fact that he approached the Officers of Licensee by submitting the written complaint on 18/5/2012, thereafter addressed two more letters. He approached IGRC on 14/5/2013, and gave letter to Nodal Officer on 23/9/2013, IGRC directed the concerned on 1/6/2013 to replace the consumer's

meter on priority and submit report within seven days but as it was not complied, IGRC also not finally decided the matter hence consumer was forced to approach this Forum on 9/10/2013.

It is a fact that this Forum issued letter to the Nodal Officer on 14/10/2013 and thereafter Officers of Licencee seems became alert and replaced the meter on 24/10/2013 and filed reply on the very next date before this Forum i.e. on 25/10/2013. This particular delayed exercise undertaken by the Licencee, ignoring the plight of consumer, undermining the complaint dated 18/7/2012. It speaks itself.

As per the MERC Regulation, within two months of consumer's complaint, , Officers of Licencee were required to act themselves or were to send the matter to the IGRC, which is not done. IGRC, though noted grievance of the consumer on 14/5/2013, failed to pass final order. These aspects are necessary to be borne in mind as consumer is claiming compensation for his harassment. Thus, we find it needs to be dealt sensitively

8] As noted above, consumer has come up with first prayer that faulty meter be changed. No doubt, said meter is changed on 24/10/2013. In fact, during it's testing on 6/12/2013, it is reported as 'stopped'. At this stage, it is also necessary to mention that CPL which is a basic document, on which all the while Officers of Licencee are relying, reflects that meter is faulty from June 2011 to October 2013. Even bills are also showing meter is faulty. As against it, copies of bills are placed on record and even we directed both the sides to prepare the chart, showing status of bill issued, having photo reading and accordingly Licencee placed it on record. Consumer's representative verified it and it's details are as under:-

DETAILS OF PHOTO METER READING.

<u>Sr.No.</u>	<u>Month</u>	<u>Reading as per meter (Photo)</u>	<u>Units billed</u>	<u>Remarks</u>
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
1]	March 2011	2119 (Photo)	46	No dispute
2]	April 2011	2178 (Photo)	59	No dispute
3]	May 2011	Bill not available	36 (As per CPL Reading 2214)	No dispute
4]	June 2011	Not visible (No photo)	47 (under faulty status)	12 units

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5]	July 2011	2238 (Photo)	47	12 units
6]	August 2011	No photo reading	47	40 units.
7]	September 2011	Bill not available		40 units.
8]	October 2011	2359 (Photo)	47	40 units
9]	November 2011	No photo reading	47	38 units
10]	December 2011	2435 (Photo)	47	38 units
11]	January 2012	2460 (Photo)	47	25 units
12]	February 2012	2477 (Photo)	47	17 units
13]	March 2012	2493 (Photo)	47	16 units.
14]	April 2012	2497 (Photo)	47	04 units.

8] From the above chart, it is seen:

i] Bill for September 2011, not available and photo is not there. For May 2011, bill not available, however, as per CPL, reading is 2214 consumed units 36 and it is also not disputed. Said last reading 2214 is a base further dealt, showing meter is faulty. But in photo for further months reading is reflected up to 2497.

ii] For August and November 2011, no photo reading is seen on the bills.

iii] From photo reading, visible units are shown in column No. .3.

iv] From column No.4, units billed shown and from June 2011, those are not actual not as per photo reading, but on average basis.

v] In column No.5, under head of remarks attempt is shown to work out actual reading on the basis of photo reading seen, covering months wherein photo reading not available. Hence, the photo reading units are divided for concerned months equally.

From the above position, it is clear that in May 2011, last reading was 2214 as per CPL, which is opening figure of units in June 2011 and in April 2011, reading is of 2497, hence consumption for said period from June 2011 to April 2012 is of 283 units. However, from the said bills issued, wherein average consumption is shown as 47 units per month and it is for 11 months, which comes to 517 units. Accordingly, recovery is done by Licencee for 234 units extra (517-283=234).

9] Consumer himself has come up with contention that till the end of April 2012 the meter was working. Hence, we find, on the basis of aforesaid working, there is merit in his contention. The average units applied from June 2011 to April 2012, is, not correct. It is to be set aside and consumer is to be charged for the said period only for 283 units, dividing equally for 11 months and Licencee is liable to refund extra units charged limiting the liability for 283 units.

10] Second important aspect of dispute is for the period from May 2012 to October 2013. Till the end of April 2012, last reading is 2497, which is admitted by both sides. Meter working till that day is, also admitted fact. However, though, meter was there, consumer's representative was residing there, was complaining about the bill not issued as per reading and meter faulty, sought replacement of it, but there was no response. Ultimately, he filed written complaint to the Licencee on 18/7/2012, approached IGRC on 14/5/2013. IGRC directed the concerned Officer on 1/6/2013 to replace the consumer's meter and report within seven days, but there was no action. IGRC not decided the matter finally. He, then approached this Forum on 9/10/2013. This Forum issued notice to Licencee on 14/10/2013 and date was fixed for hearing on 28/10/2013. However, on 24/10/2013, consumer's meter was replaced. It was tested on 6/12/2013, result of testing disclosed that meter stopped and last reading was 2500 units. From the bills on record, it is seen that August 2013 bill speaks photo reading of units as 2499 and whereas the bill of September 2013 covering period from 6/9/2013 to 6/10/2013 speaks of reading of 2500 units, but consumption is also shown as 2500 units which was also disputed by the consumer. But, it is set right by Licencee. Now question remains about the reading shown for August 2013 as 2499. Though, this reading is of 2499, last reading in the month of April 2012 is of 2497. Hence it is, not possible to say that meter was properly running. Though during the testing, reading is noted as 2500 units, the consumption from May 2012 to 24/10/2013, cannot be only 3 units $(2500-2497=3)$. It leads to clear finding that meter was defective from May 2012, it had practically stopped during that period.

11] If once, it is held that meter stopped working from May 2012 and continued till 24/10/2013, though consumer was assessed billed on average basis and he was made to pay the bills, now question is how to work out liability from May 2012 to 24/10/2013. In this regard, MERC Supply Code provides a clue in Clause 15.4.1 and proviso. It is of material help and hence said material portion is reproduced as under:

15.4 Billing in the Event of Defective Meters

“ 15.4.1: Subject to the provisions of Part XII and Part XIV of the Act, in case of a 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 results of the test taken subject to furnishing the test report of the meter along with the assessed bill:

Provided that,-----

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.”

12] Considering the above provision, liability is to be made limited to three months only. It is reflected in the initial Clause No. 15.4.1 as well as in the proviso.

13] In this light, it is clear that from May 2012 to October 2013, meter found stopped and consumer was all the while perusing the Officers of Licencee to deal it, but was forced to file written complaint on 18/7/2012. There is no fault on the part of the consumer. Finally by replacing the meter on 24/10/2013 and testing it on 6/12/2013, Licencee concluded that it is a case of stopped meter. Hence maximum for three months, consumer can be made liable and he is to be asked to bear that burden. Naturally, consumer was made to pay working out liability on average basis, but now liability of three months is to be made limited that too working out the average consumption from May 2011 to April 2012. As noted above, during that period reading was available at times. Hence average of said 12 months is to be worked out and only for three months period i.e. July, August and September 2013, it is to be recovered from the consumer. Already from May 2011 to October 2013 consumer is charged on average basis, but those bills are to be revised, making limited only for three months prior to 24/10/2013 i.e. for July, August and September 2013 and for rest of other months reading of units is to be treated as ‘Nil’ while calculating the charges. The amount so worked out be deducted from amount already recovered by Licencee for the said period i.e. from May 2011 till October 2013 and balance is to be refunded by issuing cheque in the name of consumer’s representative for consumer, who has paid it.

14] In respect of compensation, we find that things are required to be considered sensitively. Consumer is at receiving end, but CR has approached without any valid documents, showing the name of consumer is entered for the said consumer number. Old consumer’s name had

continued, but this Forum brought to the notice of consumer said flaw and said status of consumer is now rectified by effecting the change of name in the month of December 2013. Even consumer's representative was seeking relief without any authority from owner, which we asked him to produce and he produced it on 3/1/2014. Accordingly, almost all technical defects were got cured during the pendency of this matter.

Considering these aspects, we find equitably, it is not proper to award any compensation. However, this cannot be read as clean chit to the Officers of Licencee for inaction, negligence, rather harassment caused to be consumer. However, this could have been avoided.

15] This matter could not be decided within prescribed time, as consumer was required to rectify the flaws which he complied lastly on 3/1/2014.

I agree

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

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan.

Per Shri C.U.Patil- Member Secretary:-

I have gone through the above reasoning. I respectfully agreed with it except for the contents in Para Nos.10 to 13 for the reasons that-----

a] MERC Regulation 15.4 is headed with subject as " Billing in the event of Defective Meters . It focus on the billing and further clause 15.4.1 elaborates for regulating the billing in such events by applying 12 months metered consumption for computing average units to be applied during such period of defect/stoppage of the meter. It is also expected by this Regulation that irregularity in the meter get rectified within three months.

But, if such irregularity gets rectified beyond three months, then regulation should not be interpreted that consumer should be exempted from the charges of electricity which has been actually used by him during such total period of stoppage of the meter. Otherwise, it will cause wrong precedent.

b] Consumer vide his application dated 14/05/2013 has also requested that he should be charged by 26 units per month (metered average consumption) till the meter replacement.

Hence, consumer grievance should be partly allowed on the practical grounds of his actual utilization of electrical energy and considering the period of such utilization.

(Chandrashekhar U.Patil)
Member Secretary
CGRF, Kalyan

ORDER BY MAJORITY

- 1] Grievance of consumer is hereby allowed.
- 2] Consumer's meter is already replaced on 24/10/2013, no any direction is required on that count.
- 3] From June 2011 to April 2012 the consumer is charged on average basis and as observed in the above discussion, consumption is to be made limited to 283 units and Licencee to revise the bills accordingly and refund the amount which is received excessive during that period.
- 4] From May 2012 to October 2013 consumer is already billed as per average units . Now Licencee to revise those bills recalculating the liability only for July, August and September 2013 that too on the average consumption worked out from the month May 2011 to April 2012 and for the rest of the period the consumption of energy bill treated as Nil. Accordingly, on working out said liability bill, said quantum be deducted from the bills already paid by the consumer from May 2012 to October 2013. The excess worked out thereby be refunded to the consumer.
- 5] Aforesaid refunds be worked out within 60 days from the date of this order and pay it by issuing cheque in the name of consumer's representative Shri Santosh Shantaram Parkar for consumer as he has paid that amount, thereafter compliance be reported to this Forum within 15 days.

Date : 11/02/2014.

I agree

(Mrs.S.A.Jamdar)
Member
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 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”

- c) 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.