



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

No. K/DOS/34/1018 of 2014-15

Date of Grievance : 15/12/2014
Date of Order : 30/03/2015
Total Days : 105

ORDER IN GRIEVANCE NO. K/DOS/34/1018/2014-15 IN RESPECT OF SHRI PRAKASH EKNATH SHETE, AT KUDUS, TAL. WADA, DIST. THANE – PIN REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN, 401 203 . REGARDING DISCONNECTION OF RESIDENCE SUPPLY AND REVISED THE BILL DATED 11/10/2014.

Prakash Eknath Shete,
At Kudus, Tal.Wada,
Dist. Thane

(Consumer No. 010523003971) (Hereinafter referred as consumer)

Versus

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

.... (Hereinafter referred as Licencee)

Appearance : For Licensee: Shri Gaikwad - Executive Engineer.
Shri Rakhame- Dy. Executive Engineer
For Consumer: Shri B.R.Mantri - CR.

(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

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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 and 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 is having residential supply of three phase from 28/12/1995. He paid his bills till June 2014, but in September 2014 he received heavy bill for Rs.7,55,580/-. He disputed it by writing letter to the Asst. Engineer of Licencee on 4/10/2014 and sought testing of meter. Further sought revision of the bill as per the result of meter testing. His supply was disconnected on 20/10/2014 hence he approached this Forum for urgent hearing on 15/12/2014. Considering his grievance, it is registered as urgent matter. Taken up as urgent and interim relief granted. Thereafter reply filed by the Licencee, additional contention filed by the consumer.

3] This matter is heard at times. Both sides made submissions as per their respective contentions. On the basis of grievance, reply and arguments following factual aspects disclosed.

a] Consumer is having residential supply from 28/12/1995, bearing consumer No. 010523003971 and initially meter number 900976044 was installed and it was replaced in April 2008 with new meter No.D-0078398.

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b] Licencee was issuing bills from time to time and consumer paid those bills regularly, there is no dispute up to January 2010.

c] On 16/8/2014 Officers of licencee conducted spot inspection and noted that consumer's meter was showing reading of 86488 units. However, in the bills issued with photographs reflection of consumption was there, but **actually status was shown faulty and average units were shown**. It is seen from CPL that from February 2010 to June 2010 per month consumption is 66 units and reading is same of current and previous. Further in the month of August and December 2010 consumption of 33 to 4 units shown and status is shown as normal. **But from January 2011 onwards status is shown as faulty**. The status as stated above reflected in CPL.

Though, status is shown as defective, in CPL units consumed for the period to July 2011 shown as 120 units per month and from January 2011 to from January 2011 March 2013 shown as 60 units per month and from April 2013 to July 2014 per month units shown as 125.

d] On the basis of inspection conducted on 16/8/2014, the units reflected in the meter to the extent of 86485 noted and liability is worked out on 22/9/2014 and said revision calculation sheet, is, placed on record. Therein admittedly reading of February 2010 noted as 7341 and reading found during inspection on 16/8/2014 noted as 86485 and its difference is calculated to the extent of 97,144 units and it is considered for previous 50 months. Accordingly, per consumed considered as 1583 units covering the period from January 2010 to August 2014. On its basis liability is worked out to the tune of Rs. 7,53,960.70 ps. On its basis said liability is added as arrears and shown in the bill dated 23/9/2014 issued for the month of September 2014 and total liability is shown as Rs.7,55,580/- which includes the aforesaid arrears, plus bill for the said month Rs.135.03 Ps., previous arrears for the month of July 2014, August 2014 to the extent of Rs.1480.37 Ps. and even portion of interest is added therein of Rs.1.99.

4] On receiving the aforesaid bill dated 23/9/2014 consumer addressed letter to the Asst. Engineer of Licencee on 4/10/2014 and cited the units shown in the bill, quantum of liability and claimed that in his family only two persons are there and hence meter is faulty, shown heavy reading, it be tested and as per the testing report said bill be reworked out.

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5] Though consumer gave such letter on 4/10/2014, supply of consumer was disconnected on 20/10/2014. Precisely, there is no contention of Licencee that it was action towards previous arrears of Rs.1480/- for July 2014 and August 2014. However, said stand is taken subsequently contending that notice dated 16/9/2014 was issued u/s. 56(1) of Electricity Act and though consumer was tried to be served he refused to accept and as that amount was not paid in result supply disconnected on 20/10/2014. Consumer denied any such notice was brought to him or issued to him. It is contended that this is subsequently brought up notice.

6] After disconnecting the supply on 20/10/4 said meter was sent for testing with the letter dated 11/11/2014 and it is seen that towards said testing on 22/10/2014, amount of Rs.700/- deposited. Consumer came up with a defence that said amount for checking was deposited by him. It is a fact that said meter was tested initially on 19/11/2014 and second time on 29/11/2014. Testing report speaks that it is not done in presence of consumer. It is admitted by Licencee that copy of this testing report was not provided to the consumer. The testing report reads as under towards the testing result:

“The B phase terminal of the meter was in burnt condition, when meter was received for testing. It was tested on 19/11/2014 and showed that there was no supply on “B” phase after two units. The meter was retested on 29/11/14 and at that time supply was given on R-Y-B Phases , but “B” phase voltage shown was “0”. On balance load per phase power consumption is 33.33% of total power consumption. Meter was tested on two phases only and 66.66% power consumption was recorded. At the end of the test. RSS meter showed 6 units and meter Sr, No. **MS 278398** consumed four units with two phase supply. So considering the above facts, the meter is regarding power consumption currently and power consumption shown by meter is OK.”

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7] In spite of said report received, there was no any further progress in the matter and hence as supply was disconnected, consumer approached this Forum on 15/12/2014, contending that the bill dated 23/9/2014 showing liability therein to the extent of Rs.7,53,960.70 Ps. is not correct, meter was defective and said bill be quashed.

8] Consumer made out a ground that said disconnection is illegal, it was not with 15 days notice after issuing bill dated 23/9/2014 and hence it is urgent matter. This Forum considered the details made out, drawn notes of reasons and directed to register the grievance.

As matter was registered and directed to be taken urgently, notice was issued to the Nodal Office vide this Office letter No. EE/CGRF/Kalyan 0435 dated 15/12/2014 for attending the matter and making submissions. Though matter was fixed on earlier date, reply was submitted on 22/12/2014 bearing date 20/12/2014. Thereafter Licencee added reply on 12/1/2015 dated 9/1/2015. Licencee came up with the contention that bill in dispute is correct one, it is as per the reading. Though, in the CPL faulty status of meter is shown and stagnant reading is shown which is not correct and as per the factual aspect disclosed during inspection on 16/8/2014, action is taken, revised bill prepared on 22/9/2014 and said liability included in the bill of September 2014 issued on 23/9/2014. Accordingly, it is contended that the said liability is in tune with the previous consumption of consumer prior to the meter in dispute was installed and it is contended that previously said reading was in between 1120 to 1571 units. In this light, it is contended that as per the revised bill for 50 months, consumption per month arrived at is of 1583 units which is correct.

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In respect of meter and its testing, it is submitted that though “B” phase was burnt, it has not affected the supply or consumption and consumer has utilized two phase supply only and there was no consumption of three phase. Accordingly, it is contended that “B” phase burnt, will not make meter as faulty. On this basis, it is contended that liability worked out is correct.

9] We heard both sides at length. They made submissions in tune with their respective contentions. At this stage, we find, though consumer approached the Forum, it is in the peculiar background that liability was raised against him by Licencee, issuing bill on 23/9/2014, showing previous liability of 50 months for Rs.7,53,960.70 Ps. Consumer in this regard, prayed reconnection of supply immediately and quashed the bill as meter is faulty. More particularly he relied on his letter dated 4/10/2014 wherein revision of bill is sought as per the result of meter testing. After receiving the reply, CR placed on record the basic contentions on 9/3/2015 and in Para 14,15,16, 19 , 21 and 22, the precise points in dispute are stated, those are as under:-

--“14, but MSEDCL has not tested the meter. MSEDCL’s say dated 20/12/2014 which is fabricated after first hearing. MSEDCL has not issued not issued notices. The neat and clean reports, clearly shows that reports are prepared in Office, after thought and after first hearing. Inspection report dated 16/8/2014 before our application, we are not known when MSEDCL has visited our premises.

15, Meter testing reports also shows the meter was burnt. Meter one phase was burnt and not recording. When meter one phase is burnt, remark is confusing that meter is tested on two phases only.

16, Meter removal and meter testing has not done in our presence. In last hearing CGRF asked us for retesting in our presence. We are not agreed for the same as the same meter is with custody of MSEDCL for last four months. We are not believed on MSEDCL, they can fabricate the

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meter correctness as we are not known the actual meter condition at the time of removal.

19, As per testing report, meter of three phase, one phase has burnt. For electronic three phase meter balance load are require for all three phases, if it is not neutral current can rise and meter can + / - erratic. The parameters, such as current, voltage, KW and PF of each phase, if it is not correct, meter can + / - erratic.

21, Our case is for meter faulty and MERC Regulation 15.4 applicable. MSEDCL submitted MRI data, shows that reading on date 15/6/2012 ---- 84551 and reading on date 21/10/2014--- 86618. The 29 months consumption shows only 2067 units means only 74 units per month.

22, Requested to give order for withdrawal of arrears shown for Rs.7,53,960/- in the billing month of September 2014.”

10] Now considering these disputed points, prayer for consumer is limited for withdrawal of bill, showing liability for 50 months for Rs.7,53,960/- and this is raised on the ground that meter was erratic, reading noted during inspection cannot be based and for 50 months consumption per month, it is of 1583 units as claimed by Licencee. As per the MRI report placed on record by Licencee from 15/6/2012 to 20/10/2014. Consumption per month hardly comes to 74 units per month and if this MRI is to be accepted then claim for 1583 units will not stand. This is a contradiction in the case of Licencee. It is a fact that there is no MRI report placed on record prior to 15/6/2012 from February 2010. Accordingly, any consumption from February 2010 to 14/6/2012 is to be considered in the light of consistent recording available as per the MRI report placed on record which will not cross 74 units per month. It is a fact as noted in the factual , consumer is already charged for 66 units, 120 units, 60 units and 125 units for different periods and consumer has paid it,

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without raising any dispute and he has not raised any dispute about the amounts so paid.

11] Further it is a fact that CPL is consistently showing status of meter as faulty from January 2011 till July 2014. It is a fact that consumption is shown just putting same figure in current reading and previous reading. Accordingly, it continued for the period for more than three years. In addition status in CPL shown as faulty. Bills are issued during the said period with this position. As per the Supply Code, SOP and Regulation, it is necessary on the part of Licencee to verify and test the meters, record correct reading and show it correctly in the CPL. There is a time limit for doing these activities but, above flaw remained beyond the prescribed time. It is also a fact that if at all the Officers of Licencee were vigilant to compare the reading prior to change of previous meter i.e. April 2008 and thereafter within a reasonable time, they could have dealt it effectively which they have not done. Thirdly, when MRI report from 15/6/2012 to 20/10/2014 reflects consumption @ 74 units per month then claim of Licencee as per the bill revised on 22/9/2014 @ 1583 units per month for 50 months is irreconcilable. Accordingly, this position is totally at extreme end. If, MRI is to be believed, as per the claim of Licencee itself, liability worked out considering the units 1583 per month, turns to be false one.

Furthermore, aspect of one phase of the meter found burnt, is, of vital importance. Licencee claims it makes no difference, but CR claims, for such electronic meters all three phases are to be there working appropriately, thereby balance of functioning will be maintained and if one phase fails, it affects the total reading and meter may give erratic results showing consumption on higher side or lower side. In this light, he

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submitted that the difference which Licencee tried to pin point, is, due to erratic behaviour of the meter which is not set right in time as expected and there is no question of thrusting any liability on consumer without any fault on him. Hence, CR submitted that the disputed claim of Rs.7,53,960.70 Ps. is to be set aside and the illegal disconnection needs to be restored.

CR further submitted that period covered under MRI report, if considered per month, units are coming 74. As against it approximate calculation done, taking into consideration, the connected load, available gazettes with the consumer, hardly it comes to 450 units per month. Accordingly by any calculation mode, figure of 1583 units per month worked out by Licencee not tallying.

12] We find the aforesaid analysis and arguments advanced are totally in tune with the legal provision. It is the Officers of Licencee, who had not taken care, in time, to cure the status reflected in CPL for 3 ½ years or so. They were not able to link MRI report with the factual position. Their argument that absence of one phase working, due to “B” phase burnt, will not make any difference, is, not worth accepting. Burning of “B” phase has its own effect, on the meter and its functioning. In this case, considering the aforesaid analysis, we accept that due to said incident of “B” phase burnt, meter was showing erratic behaviour and hence the reading reflected is result of it.

If once it is concluded that due to defect in meter reading is shown at higher side then liability worked out by Licencee, on the basis of defect, cannot be supported, amount cannot be recovered, for which consumer is not responsible. In result, we find the liability accordingly raised to the extent of Rs.7,53,960.70 Ps. is to be set aside.

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13] It is a fact that while passing interim orders, this Forum has directed the Licencee to reconnect the supply accepting from consumer the dues of Rs.1650/- and Rs.13,228/- as a installment of disputed amount along with reconnection charges. Already said aspect is complied and supply is connected. While providing installments about the disputed claim, we considered prima facie without entering into the merit, about the arrears the liability of Rs.7,53,960.70 Ps. But, now, it is concluded that said disputed liability will not survive. Accordingly, even the installment paid, is, lying with the Licencee which consumer is entitled to refund and Licencee to adjust it in the ensuring bill of consumer.

We find even the reconnection charges which are recovered from consumer are to be repaid as disconnection itself is found in breach of legal provision. Though consumer had approached on 4/10/2014 for testing of the meter and working out the liability ignoring it action is taken out for disconnection on 20/10/2014 and an attempt was done to rely on the notice dated 16/9/2014, but said notice itself was issued, after the inspection conducted by Officers of Licencee on 16/8/2014, finding out heavy units are reflected in the meter. Bill to that effect was not prepared immediately, however, it was prepared on 23/9/2014, therein added the arrears quoted in the notice dated 16/9/2014 and time was available to pay bill dated 23/9/2014 till 13/10/2014 and if there would be any failure on 13/10/2014, then course was open to the Licencee to issue notice thereafter u/s. 56(1) of Electricity Act and then to take coercive action of disconnection. But action taken, is, not in tune with the legal position.

Further it is a fact that towards meter testing consumer has deposited Rs.700/- which is reflected in the meter testing report dated 1/12/2014. Said meter is not tested in presence of consumer. It's copy was

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not handed over as required within time to the consumer and as noted above, said meter found to be defective, it was erratic and hence, consumer is entitled to refund of Rs.700/-

14] This matter could not be decided in time as parties took time to file their submissions and lastly argued on 9/3/2015.

15] In view of the above, this grievance is to be allowed.

Hence the order.

ORDER

Grievance of consumer is hereby allowed.

The liability worked out by the Licencee on 22/9/2014 for Rs.7,53,960.70 Ps. and added to the bill dated 23/9/2014 is hereby set aside. During interim order towards the said liability consumer was directed to pay the installment of Rs.13,228/- which is paid by the consumer and consumer is entitled to its refund. Licencee to adjust it in the ensuing bills of consumer.

The action of Licencee disconnecting the supply on 20/10/2014 is found not legal and proper. As per interim order, direction was given to reconnect on consumer paying reconnection charges and hence those reconnection charges, Licencee to refund.

Consumer sought testing of meter vide his application dated 4/10/2014 and in the meter testing report dated 1/12/2014 there is reference of testing fee Rs.700/- deposited and consumer has claimed that he has deposited it. Consumer is entitled to it as meter is found erratic /defective, hence Licencee to refund said amount of Rs.700/-.

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Licencee to comply aforesaid aspect of refund within 45 days from the date of this order and report its compliance thereafter within 15 days.

Dated: 30/03/2015.

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.

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Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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No. K/DOS/34/1018 of 2014-15

Date : 22/12/2014

ORDER IN GRIEVANCE NO. K/DOS/34/1018/2014-15 IN RESPECT OF SHRI PRAKASH EKNATH SHETE, AT KUDUS, TAL. WADA, DIST. THANE – PIN 421 003 HELD IN THE MEETING HALL OF THE FORUM'S OFFICE ON 18/12/2014 AT 13.30 HRS REGARDING DISCONNECTION OF RESIDENCE SUPPLY AND REVISED THE BILL DATED 11/10/2014.

In presence of the following matter is taken up.

S.No	Name	Organisation
1	Shri Sadashiv S. Deshmukh-Chairperson	CGRF
2	Chandrashekher U. Patil –Executive Engineer	
3	Shri Purohit-Nodal Officer- cum-Exe.Engineer	MSEDCL
4	Shri V.H.Kamble– Asst. Engineer	
5	Shri B.R.Mantri	Consumer's Representative.

1] In this matter Licencee filed reply and mainly challenged the tenability of this grievance, in the light of Regulation 6.5 of MERC. In short, it is contended that consumer ought to have approached IGRC first and after 60 days of filing such application, ought to have approached this Forum. Accordingly, it is contended that in this matter already there is disconnection before two months and as per MERC Regulation i.e.

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Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulation 2006, there cannot be complaint/grievance to the Forum directly. Admittedly, as there is disconnection before two months precisely on 20/10/2014 consumer has approached this Forum and this Forum after considering the grievance found it fit that it is to be taken urgently. In the note of this Forum, urgency is considered and directed for registering the grievance and taking up urgently. As Officers of Licencee are mainly relying on the Regulation Clause No.6.5, it is just necessary to consider the legal position.

2] Scheme of MERC Regulation is clear, at the initial stage, platform is provided to the consumer, to have the complaint before the IGRC and in case IGRC is not able to decide it within 60 days or parties are not satisfied with the order of IGRC, consumer can approach CGRF. Secondly, it is also laid down that in case of urgency even consumer can approach CGRF, but in this regard it is laid down that prima facie Forum must be satisfied about the consumer's contention that there is a threat of disconnection or removal of connection and that act is in contravention of provisions of Act , Rules , Regulations or order of Commission. Even it is also laid down that while entertaining such grievances Forum is required to record the reasons for taking up matter urgently.

3] On behalf of Licencee it is contended that in this case there is no any threat of disconnection, but already there is disconnection before two months and hence as per MERC Regulations No.6.5 and Forum cannot entertain and decide this grievance. On the other hand, consumer's representative submitted that this cannot be the interpretation. He relied on

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the practice directions dated 31/10/2005 of MERC and reiterated that Forum can entertain the grievance if there is a disconnection.

4] On close reading of Regulation 6.5, it is clear that if there is threat of disconnection, consumer can approach the Forum directly and even if there is any act of Licencee which is in breach of Act, Rules, Regulations and Orders of MERC then also consumer can approach the Forum directly. No doubt, when he is approaching with grievance to the Forum, he is required to satisfy prima facie about such threat or breach. Thirdly, it is the Forum which is to record reasons about taking the matter urgently. These are all preconditions. When Officer of Licencee submit that consumer can approach on apprehension of disconnection or threat of disconnection, then question comes up whether after such disconnection consumer is barred from approaching the Forum directly and is to approach IGRC, wait for 60 days. Reading the said Regulation in the way in which Officers of Licencee tried to read, will be totally against the spirit of said section itself. If all things are satisfied and when threat can be brought before the Forum, there is no reason why the threat which matured in to an action can be barred.

5] We find, no force in this contention. In this matter this Forum considered the grievance of consumer, prima facie satisfied about the urgency, noted the reasons and then issued the notice to the Licencee. We find at this stage, it is just necessary to note once again the factual aspect that consumer is having residential supply, on 23/9/2014, bill is issued to him of Rs.7,70,660/- and it was to be paid on or before 13/10/2014. Said bill was covering the arrears from February 2010 to September 2014. Consumer has addressed letter to the Licencee on 4/10/2014 and sought

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testing of meter and it's report. It is a fact that his application is not complied in time but his supply came to be disconnected on 20/10/2014. Today it is even clarified from Licencee's side that copy of meter testing report not provided to him. It seems that meter is tested on 19/11/2014 and 29/11/2014. Under these circumstances, we find no force in the contention of Licencee that consumer cannot approach the Forum and Forum cannot entertain the grievance, unless consumer approaches IGRC and IGRC decides it or 60 days time is over.

Dated: 22/12/2014

I agree

(Chandrashekhar U.Patil
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

FURTHER INTERIM ORDER

Aforesaid order is declared and made known to the parties, thereafter it being urgent matter, both sides were asked to make their submissions towards interim relief. It is in the background of the fact that today reply is given by Licencee and it contains meter testing report and so called notice issued u/s. 56(1) of Electricity Act and served on consumer etc. Effectively those are yet to be dealt by consumer, hence, at this stage, interim order is necessary.

It is submitted on behalf of Licencee that consumer has not paid the outstanding bills from July 2014 i.e. July, August and even September 2014. Bill for July is of Rs.743/-, for August is of Rs.772/- and for September 2014 it is of Rs.135/- and these total dues are coming to

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Rs.1650/- and in addition, the arrears of Rs.7,53,960.70 Ps. is shown for the period from February 2010 to September 2014. Accordingly in any case, consumer is required to pay the undisputed amount of Rs.1650/- which is the bill amount for the month of July to September 2014. In addition, without prejudice to his right is to pay reconnection charges and in respect of disputed sum of Rs.7,53,960.70 Ps. yet dispute is to be resolved and those arrears are for the period from February 2010 to September 2014 which is for the period of 57 months. Hence in case, claim of Licencee is correct in working out the arrears, then per month arrears will be to the tune of Rs.7,53,961/-divided by 57 months then per month average bill will be Rs.13,227.38 Ps. and as per the policy of Licencee whenever the arrears are worked out, wherein there is no fault of consumer, then monthly installments are to be given. Considering it as the basis, we find without prejudice to the rights of both sides, consumer is required to deposit or pay to the Licencee amount of Rs.13,228/- . As matter is yet to be decided, let consumer deposit this first installment and on depositing of this amount the aforesaid dues of Rs.1650/- and reconnection charges, Licencee to reconnect his supply. Licencee to accept this sum and reconnect the supply within 48 hours and submit compliance report to this Forum on next date. Further payment of monthly installment if required will be dealt during pendency of the matter. The matter now adjourned to 12/1/2015.

Date: 22/12/2014

I agree

(Chandrashekhar U.Patil)
Member Secretary
CGRF, Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

NOTE

- e) 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”.

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

- g) 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”

- h) 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.