



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/E/846/1033 of 2014-15

Date of Grievance : 02/03/2015

Date of Decision : 19/03/2015

Total days : 17

**ORDER IN THE CASE OF GRIEVANCE NO. K/E/846/1033 OF 2014-15
IN RESPECT OF SHRI MAHESH PUNWANI, BARRACK NO. 547,
ROOM NO.14, ULHASNAGAR-421 002, DISTRICT REGISTERED WITH
CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN
REGARDING EXCESSIVE ENERGY BILL.....**

Shri Mahesh Punwani,
Barrack No. 547, Room No.14,
Ulhasnagar -421 002,
Dist. Thane.

(Consumer No. **021512057141**) (Hereinafter 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 – Shri Rajput -Consumer's Representative.
Shri Mahesh Punwani- In person.

For Licencee - Shri Khan-Nodal Officer
Shri Narkhede, Addl. Exe. Engg.
Shri Mahajan – Asst. Account Officer.

(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 who is having residential supply, approached this Forum with a grievance that on 2nd March 2015, aggrieved by the order of IGRC dated 19/1/2015 and failure of Licencee to redress his grievance. Consumer contended that he received bill for August 2014 for 10100 units amounting to Rs.1,39,910/- to which he objected on 24/9/2014 and thereafter said bill is reduced for Rs.51,700/-, as that bill was not paid his supply was disconnected. It is contended that said bill was totally illegal, period covered in the said bill from December 2012 to August 2014 status of meter is shown as faulty and still this heavy bill is issued, changing the meter in August 2014. Accordingly, he contended that this is a case of faulty meter, liability raised is not correct.

3] On receiving this grievance, it’s copy along with accompaniments sent to the Nodal Officer, vide this Office letter No. EE/CGRF/Kalyan/041 dated 2/3/2015.

In response to it, Officers of Licencee appeared and filed their reply on 16/3/2015. Licencee denied the contention of consumer and claimed that in fact consumer’s previous meter was replaced on 30/11/2012, replacement report to that effect was prepared on which consumer has signed, but unfortunately said report was not uploaded in the system. Thereafter in August 2014, said flaw was

noticed during the inspection and at that time meter reading was taken and it was of existing meter which was not uploaded in the system and reading was 10100 units. Accordingly, bill was issued for Rs.1,39,910/-. But when consumer complained on 24/9/2014, it was corrected, considering 22 months span and thereby liability was reduced by Rs. 88,210/- and it was made limited to Rs.51700/-. Said revision was done and consumer was asked to pay issuing letter on 17/11/2014. In the said notice consumer was informed that if that amount is not paid within a prescribed time, then supply will be disconnected. Accordingly, as consumer not deposited the amount on 17/12/2014, supply was disconnected. However, consumer approached on 18/12/2014, sought reconnection, shown readiness and willingness to pay dues by installments. Even he submitted affidavit on 18/12/2014 on that count and accordingly, consumer paid on that day first installment of Rs.15,500/- and hence supply was reconnected on the very day. It is contended that subsequently, consumer is raising dispute which is not correct. It is contended that only due to the mistake in uploading the change report flaw crept in and liability worked out is correct.

4] In this matter, we heard both sides at length and gone through the respective plea taken by parties in their grievance, reply, rejoinder etc. Consumer has placed on record rejoinder on 16/3/2015. On the basis of this material following factual aspects disclosed:

a] Consumer is having residential supply. Consumer has not raised any dispute about the bills prior to December 2012. Rather he has not disputed anything prior to 24/9/2014.

b] Licencee during inspection in August 2014, noted that in the premises of consumer meter is existing but is not tallying with the meter shown in record. Accordingly, it was concluded that though meter was replaced in 30/11/2011, it was not uploaded in the system. Hence in CPL from December 2012 to July 2014, previous meter continued. It's stagnant reading also continued and status of meter was shown faulty. On noticing this flaw and noting the units reflected in the meter on the spot i.e. of 10100 units, bill dated 19/8/2014 was issued to the consumer for Rs.1,39,910/-.

c] On receiving the said bill consumer has disputed it vide his letter dated 24/9/2014 and considering it Licencee revised the bill as it was covering the period of 22 months. In that revision, burden was reduced by Rs.88,210/- and liability was made limited to 51,700/-. Consumer was asked to pay the said bill by writing letter on 17/11/2014 within a month. As it was not complied, supply of consumer was disconnected on 17/12/2014. Further, consumer requested to give him installments and on that count, he filed affidavit, accordingly five installments were given, first installment was deposited and hence supply was reconnected on 18/12/2014. In the meantime, consumer had approached IGRC on 11/12/2014.

d] Though supply was reconnected, matter proceeded before IGRC, IGRC decided it on 19/2/2015, rejected the claim of consumer, however, directed the Licencee to test the meter in presence of consumer and in the light of test report if required to revise the bill. As per the order of IGRC said meter is tested on 26/2/2015. It's report is placed on the record of this Forum and now it is clarified by Licencee that there is no signature of consumer on that report, signature is there in the register maintained with the testing department. In fact copy of report bearing signature of consumer is placed on record subsequently, it is the carbon copy i.e. Office copy on which signature of consumer is seen.

e] Accordingly, now dispute is limited to the consumer's contention that theory of Licencee about replacement of meter dated 30/11/2012 is not correct. It is replaced in August 2014 and document of meter replacement report is brought up. It is contended that from December 2012 to August 2014, appropriately reading is not taken, status of meter is shown as faulty and it ought to have been in time cured which is not done. In this light, it is claimed that it being a faulty meter, liability will hardly be for three months as per the SOP and the bills issued by Licencee on 19/8/2014 and thereafter, are not correct. It is also contended that as supply was disconnected, consumer was forced to give affidavit which cannot be accepted.

5] On close considering the aforesaid factual aspect, one thing is clear that from December 2012 to August 2014 in CPL old meter is shown, reading is there of static figure of consumption. Status of meter is shown as faulty. It is also admitted fact as contended by Licencee meter was replaced on 30/11/2012 but it was not uploaded to the system. Hence aforesaid flaw reflected. This is a basic point which is to be considered. Licencee is coming with the case of mistake committed in uploading the replacement report and consumer is insisting on the position reflected in CPL and the bills served on him.

6] For solving the aforesaid dispute, only documents needs to be considered is of meter replacement report if any prepared on 30/11/2012. No doubt, along with reply filed before this Forum, consumer has produced copy of said report, bearing signature of consumer. During hearing, consumer admitted his signature on the said replacement report. However, representative of consumer tried to highlight the fact that before IGRC said report was not produced, butt report produced was not bearing signature of consumer. This aspect is explained by the Officers of Licencee, during argument, contending that before IGRC, copy of replacement report was filed, it was duplicate copy, original copy was not available at that time and subsequently, when it is traced out, it is placed before the Forum. In this light, we find, when consumer is admitting his signature on the replacement report, it is just not possible to draw any other inference which CR tried to draw. Accordingly, it needs to be accepted, that replacement report was prepared on 30/11/2012, it is signed by consumer. In the said report, new meter number is shown as 200002170 and when it was installed reading was 001 untis. The meter which was taken out is tallying with the factual aspect and it is bearing No. 76-11636359. Accordingly, we find there is replacement of meter and it follows that in spite of replacement it is not appropriately given effect in the record of the Licencee by uploading. This flaw continued from December 2012 to August 2014. Why it is not done or why it is not cured in time, is a mute question which requires consideration. Clearly, it is failure on the part of Officers, to keep track of the position. As per SOP actual meter reading is tobe taken at least after two months and if an attempt would have been done to verify the position it could have been traced out. But, it continued as none given any attention to it. However, in August 2014, during inspection said flaw was noted and Officers off Licencee acted. At that time, reading was noted as 10100 units for the period covering from December 2012 to |August 2014 and bill was issued treating the consumption for month to the tune of

Rs.1,39,910/-. But on receiving the grievance of consumer it was reconsidered and liability was spread over 22 months ratably and on that basis in revision liability was reduced by Rs.88,200/- and surviving liability was of Rs.51,700/-. Accordingly, we find it is not acceptable that meter is replaced in August 2014 and Officers of Licencee brought up false report of meter replacement.

7] In continuation of above, it is clear that when bill was reduced to Rs.51,700/- and vide letter dated 17/11/2014, consumer was asked to pay within a particular time, but as he failed supply was disconnected on 17/12/2014. However, consumer approached on 18/12/2014, shown his readiness and willingness to pay said dues in five installments even filed affidavit to that effect and paid first installment, thereafter his supply is restored on the very day. This clearly supports the factual position which is accepted by consumer, but subsequently, that aspect is being challenging, contending that as there was no supply, consumer was forced to give affidavit. We find, this particular plea is not worth believing and it is not accepted.

8] During the course of arguments, consumer's representative tried to rely on further bill issued to the consumer and shown variance in the reading recorded in the photo image and in the bill contended that acts of Officers of Licencee are fraudulent. Even he tried to rely on the bills of other consumers and such flaw. This plea is replied which was raised abruptly, by the Officers of Licencee contending that there is mistake in the consumer's bill which CR tried to point out and it will be corrected. Accordingly we find that aspect is not subject matter of this grievance, hence no comments are required on it.

9] The aforesaid conclusions clearly show that the mistake committed by the Officers of Licencee, it not uploading the meter replacement report to the system. However, position is clear, meter is replaced, it's reading was noted in August 2014 and accordingly, bill prepared subsequently, it is revised even installments are granted. Up to the point of revision of bills, we are not able to

find any fault. No doubt, supply was disconnected as payment was not done and thereby consumer approached and agreed to pay by installments and out of five installments he paid one installment, then supply connected. Mute question which we required to address is whether Licencee was entitled to seek payment of Rs.51,700/- which was for 22 months in lumpsum. When there is mistake on the part of Officers of Licencee in not uploading replacement report providing correct bills, taking reading of replaced meter and demanding amount of arrears at a time is not so fair and there is set system of giving installments for the months for which there is mistake. Such installments ought to have given suo moto for 22 months. But it seems that recovery is sought at a time and for non payment there was an action of disconnection which forced the consumer to approach and to seek connection , agreeing to pay installments. We find, giving 22 installments would have cured the situation in a healthy manner which is no done by Licencee.

10] In the light of above the mistake though crept in towards not uploading the replacement of meter which is done, it was noted during inspection and recovery is as per the unit consumption reflected in the meter. Hence to the extent of quantification of bill, there cannot be any challenged. We are not able to find any force in the contention of CR, on other grounds challenging this position. But we find consumer ought to have been given 22 installments. Now, we are required to rectified the said further mistake committed by the Officers of Licencee in not giving 22 installments. The arrears are now required to be directed to be recovered in 22 equal installments. While considering these installments to be paid from 18/12/2014, one installment already paid by consumer for Rs.15000/- and odd be adjusted.

In view of above, this grievance is to be partly allowed.

Hence the order.

ORDER

Grievance of consumer is partly allowed.

Licencee is directed to recover the arrears of Rs.51,700/- in 22 equal installments from 18/12/2014 and giving credit to amount deposited on 18/12/2014, to the extent of Rs.15,500/-. Said payment be adjusted amongst those 22 installments. Total arrears are of Rs.51,700/- and if it is to be paid in 22 equal monthly installments then per installments comes to Rs.2,350/-. Said installments are commenced from the month of December 2014 which will continue up to September 2016. Already consumer deposited with Licencee Rs.15,500/- towards first installment as per the affidavit on 18/12/2014. Hence said payment takes care of installments of six months i.e. from December 2014 to May 2015 and still balance of Rs.1400/- remains which is to be adjusted in the month of June 2015 and for June 2015 consumer is to pay an amount of Rs.950/-. Thereafter from July 2015 to September 2016 consumer is to pay Rs.2,350/- per month. These installments are to be paid by the consumer along with the regular bills.

Licencee to comply as directed above and submit compliance report within 60 days from the date of this order.

Dated: 19/3/2015.

I agree

I agree

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadaashive 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.

S.No	Name	Organisation
1	Shri Rajat Goswami - Consumer	Consumer
2	Mrs. Mahajan - Member	CGRF
3	Shri Chandrashekher U. Patil-Exe.Engg.	
4	Shri Khan-Nodal Officer	
5	Shri Narkhede, Addl. Exe. Engg.	MSEDCL
6	Shri Mahajan – Asst. Account Officer	

Reply filed by Licencee. Copy received by CR. They made submissions.

2] It is admitted fact that consumer is having supply from 5/5/2009. Dispute commenced as in August 2014. Consumer received bill for 10100 units of Rs.1,39,909/- and as said bill was disputed, Licencee considered I t and denied it for last 22 months, giving credit of Rs.88,210/- Liability was made limited to Rs. 51,699/-. Said amount of Rs.51,699/- was to be deposited by consumer. It was demanded vide letter dated 17/11/2014. But as he failed to deposit it, supply was disconnected on 16/12/2014. Consumer thereafter

approached Licencee on 17/12/2014 and he submitted notarized affidavit on 18/12/2014, agreed to pay the amount by installment and an amount of Rs.15,500/- and on that day supply was reconnected. It is further contended on behalf of Licencee that consumer had complained to the Licencee on 24/9/2014. It was replied by Officers of Licencee on 17/11/2014. T hereafter consumer approached IGRC on 11/12/2014 as per the acknowledgment seen on it and actual application bears rubber stamp dated 12/12/2014. IGRC decided the matter on 19/1/2015. It was partly allowed and IGRC directed Licencee to test the meter once again in presence of consumer and revised the bill required as per meter testing report. It is further contended that though order is passed by IGRC. Consumer approached this Forum on 2/3/2015 and it is submitted on behalf of Licencee and there is no merit in grievance. While making this position clear, Officers of Licencee submitted that consumer's meter was changed in November 2012, but it was not actually uploaded in the system. Ultimately, it was uploaded in August 2014 and hence in August 2014, units

reflected during that month to the tune of 10100 and bills were issued. Accordingly, it is contended that this particular flaw is about change of the meter not uploaded which covers the period from November 2012 to August 2014 for 22 months.

3] It is placed on record the meter change report by the Officers of Licencee, it is of 30/11/2012. In the said report, it is contended that there is signature of consumer.

4] On behalf of consumer, grievance is about the status of meter shown in the CPL from November 2012 till August 2014 is of faulty meter and this particular aspect was not rectified in time. Further, it is the contention of CR that in fact meter itself was defective. CR contended that so called replacement of meter dated 30/11/2012. Now placed the reply by Licencee before this Forum speaks about the signature of consumer. However, he submitted previous said report produced before IGRC, but it was not showing

the signature of consumer. It is a fact that copy which is shown to us is not bearing any signature either of line staff or signature of consumer. There is signature of only section Engineer. It is the contention of Officers of Licencee that said copy is duplicate one and it was produced and provided before IGRC and when on verification in the Office. Copy bearing signature of consumer and line staff is traced out. It is placed before the Forum. Accordingly, it is contended that there is no question for Officers preparing any document, but it is the actual aspect. CR submitted that this document is subsequently brought up. CR gave vent to his feelings pointing out the recent bill of February 2015 dated 20/2/2015, wherein it is contended that in the said bill current reading is shown as Rs.13,336/- but in the photo shown on it current reading is reflected as 12778 units. CR contended that this is a fraud committed as it is not tallying with the meter's photograph. It is contended that this speaks itself as this point

is argued. Officers of Licencee submitted that in fact this is the mistake committed by staff engaged for pilot project and said bill will be corrected as per actual reading shown in the photograph. They denied that there is any such fraud. It is contended that for the said pilot project due to outsourcing some boys engaged and this mistake is corrupt in. Consumer is confronted with the meter testing report dated 30/11/2012 and he has confirmed with I, bears his signature. CR submitted that affidavit is taken from the consumer that too exerting pressure on him and correction is done, covering it faulty meter. Officers of Licencee submitted that there is no question of exerting any pressure and he had not gone to the Notary, when it was notarized. Accordingly, he submitted that towards scoring from faulty he has not taken role to it. CR contended that when there was disconnection, consumer was required to accept and to give affidavit as claimed. He reiterated that meter was faulty. Officers of Licencee further pointed out that said meter is tested in the light of order of IGRC. Said testing is conducted on 26/2/2015 and it is reported that meter is OK. Error is within permissible limit at all loads.

5] We tried to find out whether testing report is bearing the signature of consumer. However, it is submitted that the report placed on record is not bearing the signature of consumer but signature is there in the register of the Office when meter was tested and he was present.

6] CR submitted that he is not admitting the fact that actually meter was replaced in November 2012. He contended that defective meter is reflected in the CPL and just now change of meter is shown and replacement meter is also not shown correctness of reading. Though, consumer's having signature thereon.

Dated: 16/3/2015.

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
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No. K/E/832/1010 of 2014-15

Date : 16/12/2014

MINUTES OF THE HEARING OF THE CASE OF GRIEVANCE NO. K/E/832/1010 OF 2014-15 IN RESPECT OF DATTARAM SAHADEO DHANAWADE, VANDRE, POST ASROLI, TAL.MURUD, DIST. RAIGAD-402 401 HELD IN THE MEETING HALL OF THE FORUM'S

OFFICE ON 26/11/2014 AT 1.30 HRS. REGARDING INTEREST ON REFUND AMOUNT AS PER SBI BANK RATE.....

S.No	Name	Organisation
1	Shri Sadashiv S. Deshmukh-Chairperson	CGRF
2	Shri Chandrashekher U. Patil-Exe.Engg.	
3	Shri Ganesh Landge-Asst. Engineer	MSEDCL
4 5	Shri Dattaram Dhanawade- Mr.Purshottam Gokhale	In person. Consumer's representative

On behalf of Licencee reply is filed, it's copy provided to the consumer.

2] Both sides are heard.

3] It is a fact that consumer was receiving average bills during the period from July 2012 to October 2013. CPL is placed on record, it shows the consumption of 83 units per month during the said period and it is contended that it was issued on the basis of average. Aspect of average was followed as actual change report of meter installed in July 2012 was not entered in the system. It is a fact that in July 2012 old meter was bearing No.54589 and as contended by Licencee it's last reading was 09824 units and new meter installed was bearing No. 41418 and it's initial reading was 0001. According, though this new meter was installed, monthly reading of said meter is not reflected in the CPL till bill of November 2013. In November 2013 reading is recorded in CPL for the said month as 4493 units as a last reading and initial reading is shown as 0001 unit. Accordingly for that month bill was issued and dispute commenced. After the said dispute as consumer could not pay the said bill, his supply was disconnected on 25/2/2014. Said disconnection further resulted into reconnection on 22/4/2014 as consumer without prejudice to his

rights agreed to pay dues by installments and at that time new digital meter was installed bearing No. 2878354. It's initial reading was 0001 unit.

In respect of previous meter No.41418 dispute was raised and hence it was sent for testing by the Officers of Licencee on 18/3/2014 with a letter and it is shown as tested on 21/3/2014. In the testing report reading prior to the test is shown as 4396 and reading after test is shown as 4400 units. As against it current reading for the month of February 2014 shown as 4368. PD report of said meter dated 25/2/2014 is not on record. Previous reading of 4368 reflected as per CPL for March 2014 current reading is shown as 4393. The bill dated 13/2/2014 covers the period from 4/2/2014 till to the date of disconnection i.e. 25/2/2014. In it previous reading is shown as 4312 and current reading shown as 4368. Accordingly, though in the CPL on 25/2/2014 as per the above inference, reading was 4368, but in the meter testing report, it is shown as 4396. Hence there is difference of about 38 units or so. Secondly, it is seen that testing report is totally not giving clear picture. Testing is done on the load of 400 wat lamp. But it is totally silent what was the error prior to the adjustment or what was the error after test. Those columns are not filled in and those are kept blank and remark is given "above said meter seems to be ok". Accordingly, this report speaks itself about its nature and manner in which it is prepared. Technically and even factually this testing report found not correct. Testing was not done on the load of 100%, 50% or 10%. In respect of this report, CR commented that this is not at all required to be taken in to account while considering the case of consumer. He submitted that during disputed period from July 2012 to November 2013 and till February 2014 bills are paid as per .83 units shown about it dispute is raised. It is contended that prior to July 2012 or after reconnection from 22/4/2014 average of consumer's consumption not exceeded at any point of time more than 70.5 units per month. At this juncture, we have noted the previous consumption of 12 months from June 2011

to May 2012 and said total consumption is of 907 units and divided by 12 months, average comes to 75.5 units per month. CR submitted that reading after reconnection i.e. from 22/4/2014 is not disputed, it also speaks the trend which is of 64 units per month. He contended that if there would have been any consumption at higher side after reconnection, using the new meter it could have supported the inference of Licencee that consumer has consumed more units. Subsequently, consumption reflected in the CPL from May 2014 it was reconnected on 22/4/2014 and hence from May 2014, bills are issued, consumption for May 2014 is of 100 units. Towards June 2014 it is of 314 units, July 2014 it is for 56 units, August 60 units, September 65 units and October 59 units. He contended that if this subsequent consumption are trend is considered then consumption shown for the dispute period from July 2012 to November 2013 at the rate of 275 units is not correct and he submitted that no testing at all is required in this matter as facts are clear. Bill issued for May 2014 covers the period from 4/4/2014. In fact in CPL, previous reading is shown as 1 subsequent reading is shown as 1 and bill is issued for 100 units. In CPL there is remark of normal functioning of meter, but in the bill there is remark of RNA (reading not available) Hence these two are not tallying with each other. In this light now matter needs to be decided. The matter is reserved for order.

Dated: 16/12/2014.

(Chandrashekhar U.Patil)
Member Secretary
CGRF, Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan



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No. K/E/832/1010 of 2014-15

Date : 26/11/2014

MINUTES OF THE HEARING OF THE CASE OF GRIEVANCE NO. K/E/832/1010 OF 2014-15 IN RESPECT OF DATTARAM SAHADEO DHANAWADE, VANDRE, POST ASROLI, TAL.MURUD, DIST. RAIGAD-402 401 HELD IN THE MEETING HALL OF THE FORUM'S OFFICE ON 26/11/2014 AT 1.30 HRS. REGARDING INTEREST ON REFUND AMOUNT AS PER SBI BANK RATE.....

S.No	Name	Organisation
1	Shri Sadashiv S. Deshmukh	CGRF
2	Chandrashekher U. Patil	
3 4	Shri Dattaram Dhanawade- Mr.Purshottam Gokhale	In person. Consumer's representative

Consumer Mr. Dattaram Dhanwade, his representative Mr. Purshottam Gokhale present. None present for Licencee.

2] Matter taken up. It is informed to our member secretary that Nodal Officer who was working is transferred and hence there is difficulty with the Officers of Licencee to attend, time is sought.

3] With the help of consumer, consumer's representative and material on record, following factual aspects are disclosed:

a] Consumer is having residential supply LT-I one phase under consumer No. 048244000404 from 18/4/1992.. There is no dispute for period prior to July 2012.

c] Dispute is pertaining to the period from July 2012 to October 2013 and meter in the consumer's was changed in July 2012 only. For these 16 months i.e. from July 2012 to October 2013 and old meter was working, but bills were issued showing 83 units per month and it was not as per the actual reading as reading itself was not taken. Consumer paid bills issued for 83 units per month regularly.

d] Consumer received a bill in the month of November 2013 for Rs.24,294/- of 3995 units, it was of huge amount and for heavy consumption shown. Towards it consumer disputed bill, deposited Rs.2500/- on 2/12/2013 and Rs.3000/- on 31/12/2013. Thereafter consumer received bills covering the period from October to December 2013, showing previous reading 3995 units and current reading 4924, units consumed 293. For January 2014 bill received, showing previous consumption 4229 current reading 4372, consumed units 88 and for February 2014 previous reading is shown 4312, current reading is shown 4368 units and consumed as 56 units. Accordingly average of 5 months is worked out to 83 units.

e] It is contended that consumer addressed letters to the Licencee from time to time. When there was insistence for paying amount and amount was not paid, supply of consumer is disconnected on 25/2/2014.

4] Consumer has written letter dated 10/3/2014, making grievance about disconnection in spite of dispute. He has approached Janjaguruti Grah Manch Raigad and they had addressed letter to Asst. Engineer on 13/3/2014. Thereafter consumer was asked to pay the amount, hence he gave letter on 21/4/2014 undertaking to pay the amount @ Rs.2000/- per month that too without prejudice to his rights. He addressed one more letter on 28/10/2014, seeking bills as per reading shown in the meter. It is contended that none of these letters pertaining to the grievance of consumer is heard and decided.

5] Accordingly, consumer approached this Forum with a grievance on 11/11/2014. He is seeking relief about the failure on the part of the Licencee to

record reading regularly per month, issuing bills of extra units, though average of less units.

Let reply of Licencee is to be received and on receiving it further aspect will be discussed and dealt with.

Dated: 26/11/2014.

(Chandrashekhar U.Patil)
Member Secretary
CGRF, Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan



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/E/832/1010 of 2014-15

Date :02/03/2015

MINUTES OF THE DISCUSSION IN THE LIGHT OF LETTER OF CONSUMER DATED 28/2/2015 TOWARDS NON COMPLIANCE OF THE ORDER OF THE FORUM IN GRIEVANCE NO. K/E/832/1010 OF 2014-15 IN RESPECT OF DATTARAM SAHADEO DHANAWADE, VANDRE, POST ASROLI, TAL.MURUD, DIST. RAIGAD-402 401.

S.No	Name	Organisation
1	Shri Sadashiv S. Deshmukh-Chairperson	CGRF
2	Chandrashekher U. Patil-Exe.Engineer	
3	Mrs. S.A.Jamdar - Member	

Matter discussed. Consumer is dissatisfied towards compliance of the order of the Forum. Recovered amount not refunded by cheque as directed by Forum , but it is being adjusted in the ensuing bills. Compensation amount is yet to be paid. Considering it, as an application towards execution of order issue notice to both sides for hearing on 16/3/2015 at 12:15 hours.

Dated: 02/3/2015.

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan