



Consumer Grievance Redressal Forum, Kalyan Zone  
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301  
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No. K/DOS/34/1034 of 2014-15

Date of Grievance : 09/03/2015

Date of Decision : 25/03/2015

Total days : 14

**ORDER IN THE MATTER OF GRIEVANCE NO. K/DOS/34/1034 OF 2014-15 IN RESPECT OF RESPECT MRS.SATTI LAXMAN HIRWANI, M/S. PUPPY TEXTILES PLASTIC WORKS, NEAR MILITARYH TANK,SHIVAJI NAGAR, O.T. SECTION ROAD, ULHASNAGAR-421 003, DISTRICT THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING DISCONNECTION OF RESIDENTIAL SUPPLY INSPITE OF BILLING DISPUTE OF ANOTHER METER**

Mrs.Satti Laxman Hirwani,  
M/s.Puppy Textiles Plastic Works,  
Near Military Tank  
Shivaji Nagar,  
O.T.Section Road,  
Ulhasnagar-421 003,  
District-Thane .

(Consumer No. **021510653251**) ..... (Hereinafter referred as Consumer)

Versus

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

(Hereinafter referred as Licencee)

Appearance :For Consumer- Shri Laxman Hirwani -Consumer's Representative

For Licencee - Shri Sandip Shendge-Addl.Ex.Engg.  
Shri Rajesh Joshi - 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 was having industrial supply bearing consumer No. 0251010653251 from 5/4/1994. From 2012, activities therein closed and from 7/10/2012, it is shown as permanently disconnected. As bills issued for higher amount, consumer disputed the said bills approaching IGRC on 13/2/2015. IGRC rejected the grievance on 7/3/2015, observing that consumer's grievance is barred by limitation. Hence, this grievance is filed on 9/3/2015 adding therein that as payment is not done, supply in the residential area is disconnected. Considering the contention of consumer prima facie this Forum decided to take up the matter urgently. Copy of the grievance along with accompaniments sent to the Licencee vide this Office letter No. EE/CGRF/Kalyan/047 dated 9/3/2015.

In response to it, Officers of Licencee attended, filed reply dated 18/3/2015, and resisted the claim, contending that aspect of disconnection for residential area, is, not due to the industrial connection resulted in PD and it's

dues but on other grounds. Even, the arrears of PD connection are supported by Licencee.

3] On the basis of respective plea taken by parties, they made submissions. Consumer's representative Mr. Laxman being the husband of consumer, having power of attorney in addition, made submissions. Considering the submissions made by both sides, following some basic facts disclosed :

a] Consumer is having supply bearing aforesaid consumer number from 5/4/1994,

b] Consumer paid bill lastly on 6/1/2012 which pertains to the bill of December 2011, thereafter bill not paid.

c] Consumer was issued bills for the month of January 2012 for Rs.20,833/- and February Rs.21,188/-, total Rs. 40642/- up to the end of February-2012. Further bill is issued on 25/5/2012 for Rs. 62,060/-. It was for the month of May 2012. After receiving the said bill, consumer prayed for installments writing letter on 26/6/2012. Said supply is shown as PD by the Licencee on 7/10/2012. On 5/1/2015 again consumer gave letter, seeking installments to pay the dues. Thereafter on 7/2/2015, PD final bill was issued for Rs.76,230/-.

d] On receiving the PD bill, on 11/2/2015, consumer disputed it and sought correction in the bill. Even consumer claimed that reading recorded is not correct. Consumer filed another application on the same date, seeking correct bill. Consumer further gave letter dated 12/2/2015 to the Licencee, communicating that he is not disputing the bills issued for January 2012, February 2012 and said amount she is ready to pay and sought adjustment of SD amount of Rs.13,900/- and for balance Rs.26,742/-agreed to pay.

e] Thereafter consumer approached IGRC on 13/2/2015 and IGRC passed order on 7/3/2015, then consumer approached this Forum on 9/3/2015.

4] Consumer approached IGRC and even this Forum, with the main grievance that payment of PD arrears are demanded which are not correct and consumer is ready to pay as per actual meter reading. In addition, consumer has added the reliefs that some connections in the residential area are disconnected on 17/1/2015 and those be restored. It is contended that supply is not available.

Precisely considering the aspect of disconnection of supply, Forum decided to take up the matter urgently and hence on 9/3/2015 notice was issued

to the Nodal Officer vide letter bearing No. EE/CGRF/Kalyan/047 dated 9/3/2015.

5] Officers of Licencee during hearing denied the allegations. However, it is contended that consumer number which consumer has quoted was having supply for industrial purpose. It resulted in PD on 12/10/2012. Last payment towards the said connection is of 6/1/2012 and the arrears were to the tune of Rs.65,033.43 Ps. Now it is further contended that as on 17/2/2015 as per the bill issued, arrears are to the tune of Rs.76,230/-. **It is contended that meter of said industrial supply, was, not seen /available. Hence, while making it PD on 12/10/2012, there is entry in the PD register “lock PD service wire removed, meter inside the premises”.** Accordingly, it is contended that arrears are worked out as per rules which are to be paid by the consumer.

6] In this matter we are required to decide this grievance on three points which are canvassed.

i] Whether grievance is barred by limitation

ii] Whether grievance of consumer towards Item Nos.1 & 5 in the details of grievance application enclosed can be considered and relief can be granted.

iii] Whether bills issued by the Licencee from March 2012 to 7/10/2012 and bill dated 7/2/2015 Rs.76,220/- needs any modification or correction.

**i] Whether grievance is barred by limitation.**

7] This point is required to be dealt in the light of objection raised by Licencee. View is taken by Hon'ble IGRC agreeing to Licencee and without entering into merit of the matter IGRC dismissed the complaint. As per the provisions of MERC (CGRF and Ombud.) Regulation, there is provision in respect of matters to be brought before the Forum within two years from the date of cause of action and after the order of IGRC matters are brought to CGRF within said period up to two years. In the said Regulation, there is no provision for any bar towards taking the matter before IGRC. Licencee had not

framed any such rules though, it is empowered to frame. During the course of hearing we have drawn attention of Officers of Licencee to the Judgment of our Hon'ble High Court i.e. in **Writ Petition No.9455/2011 M/s. Hindustan Petroleum Corporation v/s. MSEDCL Judgment dated 19/1/2012**. This being verdict of Hon'ble High Court which Forum came across and dealt in other cases, during hearing it was brought to the notice of Officers of Licencee. Hon'ble Lordships in the said case considered peculiar facts. In the said matter Hindustan Petroleum Corporation received bill for the month of July 2008 as per the new tariff order whereby it was charged as HT-II (commercial). Said corporation made a representation on 26/8/2008 to the Officer of Licencee and said Officer sought guidance of Chief Engineer (Commercial) who directed vide his letter dated 24/9/2008 that classification of Petroleum Corporation for the purpose of tariff is correct and tariff of HT-II Commercial is the appropriate tariff applicable. This particular conclusion communicated to the corporation on 22/10/2008 and corporation on this count without approaching CGRF approached District Consumer Disputes Redressal Forum under Consumer Protection Act. However, said Forum dismissed the grievance on 28/7/2010 observing that it is not maintainable. Thereafter, corporation approached IGRC on 14/10/2010. Said IGRC on 27/10/2010 communicated to consumer that it's complaint cannot be considered in view of Judgment reported in AIR 1992 Gujrat-237 State of Gujrat V/s. Kosan Gas Co. and Judgment dated 18/3/2009 of Kerala State Electricity Regulatory Commission. Then consumer approached CGRF Kolhapur. CGRF Kolhapur while dealing the matter on limitation, referring to Regulation clause 6.6 Forum concluded it had no power and jurisdiction to admit any grievance unless it is filed within two years from the date on which cause of action has arisen. Said Forum noted that cause of action was on 1/7/2008 and grievance was brought to the Forum on 14/10/2010. Against the said order consumer approached Hon'ble Ombudsman filing

Representation No. 82/2011 and vide order dated 17/8/2011 Ombudsman dismissed the representation maintaining the view of CGRF on the point of limitation. Thereafter Corporation approached Hon'ble High Court vide writ Petition No.9455 of 2011 and while considering the aspect of limitation, Their Lordships in Para 10 to 16 laid down that grievance before the Forum was within limitation. We find at this stage, the observations of Their Lordships are of utmost importance and hence those are reproduced as under for ready reference.

'.....10] *In so far as the first ground is concerned. I propose to decide the question of limitation by this Order in my opinion, the grievance made by the Petitioner was well within limitation. Regulation No.2( c ) of the MERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations,2006 (herein after referred to as the 2006 Regulations),defines the term grievance. Regulation Nos. 2 (d), (e) and (f) reads thus:-*

*"2(d) Internal Grievance Redressal Cell" or IGR Cell" means such first authority to be contacted by the consumer for Redressal of his/her Grievance as notified by the Distribution Licensee.*

*2(e) "Forum means the forum for Redressal of grievances of consumers required to be established by Distribution Licensees pursuant to sub-section (5) of section 42 of the Act and these Regulations;*

*2(f) "Electricity Ombudsman" means an authority appointed or designated by the Commission, in pursuance of sub-section (6) of section 42 of the Act and these Regulations, to whom any consumer, who is aggrieved by non-Redressal of his grievances by the Forum, may make a representation".*

*11] Regulation No.4 provides for Constitution of a Forum for Redressal of Consumer Grievances consisting of three members.*

*Regulation No.6 provides for Procedure for Grievance Redressal which reads thus:-*

6.1 *The Distribution Licensee shall have an Internal Grievance Redressal Cell to record and redress Grievances in a timely manner. The IGR Cell of the Distribution Licensee shall have office (s) in each revenue district in the area of supply.*

*Provided that where the area of supply is the city of Greater Mumbai and adjoining area the IGR Cell of the Distribution Licensee shall have at least one (1) office for the area of supply. The Distribution Licensee shall Endeavour to redress Grievances through its IGR Cell.*

6.2. *A Consumer with a Grievance may intimate the IGRC Cell of such Grievances in the form and manner and **within the time frame** as stipulated by the Distribution Licensee in its rules and procedures for Redressal of Grievances.*

*Provided that where such Grievance cannot be made in writing, the IGR Cell shall render all responsible assistance to the person making the Grievance orally to reduce the same in writing.*

*Provided also that the intimation given to officials (who are not part of the IGR Cell) to whom consumers approach due to lack of general awareness of the IGR Cell established by the Distribution Licensee or the procedure for approaching it, shall be deemed to be the intimation for the purposes of these Regulations unless such officials forthwith direct the consumer to the IGR Cell.*

6.3 (a) *The office of the IGR Cell shall issue acknowledgment of the receipt of the Grievance to the consumer within five (5) working days from the date of receipt of a Grievance. Where the Grievance has been submitted in person, the acknowledgment shall be provided at the time of submission. Provided that where the Grievance is submitted by email to the IGR Cell acknowledgment of the receipt of the Grievance to the consumer shall be provided by return email as promptly as possible.*

*Provided further that the IGR Cells shall keep such electronic records in hard form for ease*

*of retrieval. Provided further that where the Grievance is submitted by email hard copies of the same shall be submitted forthwith separately to the IGR Cell.*

*(b) Notwithstanding sub-clause (a), the written acknowledgment of receipt of grievance provided by officials (who are not part of the IGR Cell) shall be deemed to be the acknowledgment for the purpose of these Regulations.*

*6.4 Unless a shorter period is provided in the Act, in the event that a consumer is not satisfied with the remedy provided by IGR Cell to his Grievance within a period of two (2) months from the date of intimation or where no remedy has been provided within such period, the consumer may submit the Grievance to the Forum. The Distribution Licensee shall, within the said period of two (2) months, send a written reply to the consumer stating the action it has taken or propose to take for redressing the Grievance.*

*6.5 Notwithstanding Regulation 6.4, a Grievance may be entertained before the expiry of the period specified therein, if the consumer satisfies the Forum that prima facie the Distribution Licensee has threatened or is likely to remove or disconnect the electricity connection, and has or is likely to contravene any of the provisions of the Act or any rules and regulations made there-under or any order of the Commission.*

*Provided that, the Forum or Electricity Ombudsman, as the case may be, has jurisdiction on such matters.*

*Provided further that no such Grievance shall be entertained, before the expiry of the period specified in Regulation 6.4, unless the Forum records its reasons for the same.*

*6.6 The Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen.*

12] *Regulation No.6.7 reads under:-*

*6.7 The Forum shall not entertain a Grievance:*



(a) unless the consumer has complied with the procedure under Regulation 6.2 and has submitted his Grievance in the specified form, to the Forum;

(b) unless the consumer is aggrieved on account of his Grievance being not redressed by the IGR Cell within the period set out in these Regulations;

(c) unless the Forum is satisfied that the Grievance is not in respect of the same subject matter that has been settled by the Forum in any previous proceedings: and

(d) where a representation by the consumer, in respect of the same Grievance, is pending in any proceedings before any court, tribunal or arbitrator or any other authority, or a decree or award or a final order has already been passed by any such court, tribunal, arbitrator or authority.

13] It is thus clear that the Consumer cannot directly approach CGRF but as to first approach the Internal Grievance Redressal Cell (IGR Cell) to record and redress grievance in timely manner.

14] Regulation No.6.4 makes it clear that unless a shorter period has been provided in the Act, in the event that the consumer is not satisfied with the remedy provided by the IGR Cell to his Grievance within a period of two months from the date of intimation or wherever no remedy has been provided within such period, the consumer may submit a grievance to the Forum. **Thus, cause of action for submitting a Grievance to the CGRF arises when the IGR Cell does not redress the grievances.**

15] A perusal of the impugned order shows that the CGRF and the Ombudsman have proceeded on an erroneous assumption that cause of action has arisen on 1<sup>st</sup> July, 2008 and, hence, the grievance filed before the 'Forum at Sangli on 14<sup>th</sup> October, 2010 is beyond two years. Thus reasoning clearly over looks the definition of the word "Grievance" as provided under Regulation 2 (c) of the 2006 Regulations. Though time spent by the petitioner

*before the Consumer Court cannot be excluded, one cannot lose sight of the fact that the petitioner approached the Internal Consumer Grievances Cell for the first time on 14<sup>th</sup> October, 2010 and that grievance was rejected by the Internal Consumer Grievances Cell on 27<sup>th</sup> October, 2010. This, according to me is the date on which the cause of action for filing a complaint or Grievance before the Forum as defined under Regulation 2 (c) really arose. It is necessary to quote sub sections 5 and 6 of Section 42 of the Electricity Act, 2003 which reads thus:-*

*“Sub-Section 5: Every distribution licensee shall, within six months from the appointed date or date of grant of licence, whichever is earlier, establish a forum for Redressal of grievances of the consumers in accordance with the guideline as may be specified by the State Commission.*

*“Sub-Section 6: Any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5), may make a representation for the Redressal of his grievances to an authority to be known as Ombudsman to be appointed or designated by the State Government.”*

16] *Internal consumer Grievances Cell is not the Forum for Redressal of the Grievances of the Consumer as contemplated by Section 52(5) of the Act but the CGRF is the said Forum established under Sub-section 5 of Section 42. The Regulation 6.6 uses the word “Forum” which obviously means CGRF and not the IGR Cell of the Distribution Licensee.*

*(Emphasis supplied)*

In this light, we find there is no any force in the objection raised by Licencee on the ground of bar of limitation. Grievance is well within the period of limitation.

- ii] **Whether grievance of consumer towards Item Nos.1 & 5 in the details of grievance application enclosed can be considered and relief can be granted.**

8] It is clear from prayer of consumer in application at Sr. Nos. 1 & 5, are, pertaining to the same aspect, about the supply disconnected in residential area and there is darkness. However, these two aspects are not concerned with the consumer No. 021510653251 i.e. industrial connection which is already PD. In respect of disconnected supply of residential area, it is not shown from which consumer number connection was taken to the said residences. But in reply, Licencee contended that consumer has taken an unauthorised supply from consumer No. 021510418490 and towards which consumer is dealt u/s. 126 of Electricity Act. Even it is contended that in respect of some area theft of electricity was detected and it is dealt. We find, now grievance brought before us, is, specifically by quoting consumer No. 021510653251. The other consumer number from which allegedly supply was taken and Licencee dealt it, is, not a subject matter of this grievance. Hence no any discussion on that aspect can be done or order can be passed.

iii] **Whether bills issued by the Licencee from March 2012 to 7/10/2012 and bill dated 7/2/2015 Rs.76,220/- needs any modification or correction**

9] Third important aspect of dispute is the crux of this matter. It revolves around consumer's industrial PD meter and arrears towards it. While considering it, it is necessary to note, from the CPL placed on record by Licencee, for the months January 2012 and February 2012, actual reading of the meter is stated and quantum of bill is worked out. However, for the month of March 2012, actual reading is not available, same reading is shown as **previous reading** and **current reading**, but bill issued for 365 units and accordingly for the said month arrears are shown to the tune of Rs.60,393/- which includes arrears of Rs.40,969.53 Ps. plus interest Rs.60.66 . DPC amount is of Rs.383.25 Ps. It is contended that said bill is not paid by consumer.

It is an admitted fact that consumer has not paid the said bill. Last bill is paid on 6/1/2012 for Rs.26,530/-, it pertains to the bill of December 2011. Now for the month of March 2012 consumer is disputing the reading and claimed that her factory is closed, there was no any consumption and hence it should be worked out as minimum, she will pay. Consumer in her letter dated 12/2/2015, addressed to the officers of Licencee, made it clear that towards arrears of January, 2012 i.e. Rs.20,833/- , for February 2012 Rs.21,188/-, the total comes to Rs.40,642/- she is not disputing and ready to pay the amount. However, she suggested that her security deposit of Rs.13,900/- be deducted from it and balance of Rs.26,742/- be recovered. Consumer is still ready to pay this amount.

10] As against it, Officers of Licencee submitted that said connection actually made PD on 7/10/2012. Hence till 7/10/2012 charges are required to be paid. **However, it is a fact that from March 2012 till to the date of PD actual reading not taken, it is not available. Meter is not available. Admittedly, no attempts are done by the Licencee to follow the meter, as required under Supply Code or under Electricity Act. No attempt is done to trace out the said meter.** As against this, consumer came up with a contention that said meter is taken out by the staff members of Licencee, even quoted his name during hearing.

Accordingly Forum is facing this peculiar situation, at one side Officers are relying on factual aspect that meter is not available, meter is actually not taken out and consumer claims that meter is taken out. It is also submitted by the Officers of Licencee that as on this date, said industrial meter not seen at that place. Accordingly, it is clear that from March 2012 claim of Licencee is approximate one. Consumer is disputing the reading of March 2012. Question comes up whether plea of consumer is to be accepted to the effect, that her factory is closed and she is required to pay minimum charges from March

2012 till to the date of PD i.e. 7/10/2012. Accordingly, she has shown readiness and willingness to pay. However, an attempt is done by the Officers of Licencee, to point out that, calculations are carried forward in the CPL, showing the arrears and even security deposit is shown as adjusted in May 2013.

Under these circumstances, question arises as to whether Licencee is to be directed to work out the liability considering the arrears of January and February 2012 as per CPL and further arrears from March 2012 to October 2012 i.e. from 12/10/2012, by applying minimum charges and out of those dues, SD amount is to be deducted and balance is required to be paid? In this regard, aforesaid facts are crystal clear. For the month of January 2012 and February 2012 consumer is not disputing the liability. Dispute is from March 2012 onwards to 7/10/2012. On 7/10/2012, said meter is treated as permanently disconnected. There is no PD report of the said date, no reading available when meter was PD on 7/10/2012. Even for the month of March 2012, there is no actual reading but, bill is issued, showing some consumption. It is not known how it is worked out. Consumer has disputed it. No doubt, from beginning consumer is communicating that her activities in the said premise are no more continuing. At one stage, consumer sought installments to pay, at the other stage sought minimum charges to be applied and lastly claimed, reading not actually taken and consumption shown is not correct. To appreciate the correctness of her contention, only clue available was the meter and actual reading therein. As per the Regulations, bills are to be issued as per the reading reflected in the meter. No doubt, at times, reading is not available for different reasons, but in this matter, reason is peculiar and it is of meter not found available, it is not traced out, no attempt is done to verify the said meter and to inspect it, exercising the powers available under the Electricity Act and under the Regulations. Why it is not done is not explained by the Licencee. But, Officers of Licencee tried to canvass that meter was in the premises of consumer and

now it is not available. We find this is a lame excuse, if, reading was not available actually, in the month of March 2012 then definitely within a reasonable time, prior to 7/10/2012, steps should have been taken approaching the premises with prior intimation to the consumer and could have broken the lock if any, if kept for restraining anybody for approaching the meter and then could have taken the reading. We find, the self serving statements of Officers of Licencee not acceptable and it will not make the claim of bill for the month of March 2012 valid one.

In absence of actual reading and in the background that consumer's industrial activities were no more existing therein, it is necessary that consumer, is, to be charged, only minimum charges to continue from March 2012 to 7/10/2012. Only till 7/10/2012 on the arrears worked out in this fashion, interest will be applicable as per rules, but as said connection resulted in PD on 7/10/2012, there is no question of any calculation of interest on due amount further from 7/10/2012. Accordingly, any bills issued from March 2012 and its recovery sought is not legal and proper. Those bills are required to be revised, calculating the liability on the basis of minimum charges from March 2012 to 7/10/2012. Out of the said liability **including arrears of January 2012 and February 2012**, SD amount of Rs.13,900/- is to be deducted and balance amount is to be recovered from the consumer. On the SD amount interest will continue to accrue till 7/10/2012 as per recovery which is also to be considered while working out the liability of consumer.

11] In view of the above, grievance of consumer is to be partly allowed.  
Hence the order.

### **ORDER**

Grievance of consumer is hereby partly allowed.

As directed above, bills issued, by Licencee from March 2012 onwards are hereby set aside. Licencee is directed to work out the liability from

March 2012 to 7/10/2012 i.e. till to the date of PD, applying minimum charges. As consumer not disputing the liability of January 2012 and February 2012, it be added to the minimum liability worked out and while working out the final liability, SD amount of Rs. 13,900/- be deducted and balance be recovered from consumer. On SD amount of Rs.13,900/- as per rules interest to continue up to 7/10/2012 which also be accounted for while working out the final liability of consumer.

Licencee directed to work out the above liability within 30 days from the date of this order and submit compliance within 45 days of the order.

Consumer's prayer towards reconnecting supply in residential area is not considered as it is not shown exactly from which consumer number connection is taken and status thereof.

Dated: 25/3/2015

**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 delay in compliance of this decision issued under "Maharashtra Electricity
- c) 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.





<b>S.No</b>	<b>Name</b>	<b>Organisation</b>
1	Shri Sadashiv S. Deshmukh-Chairperson	CGRF
2	Mrs.S.A.Jamdar – Member	
3	Shri Chandrashekher U. Patil-Exe.Engg.	
4	Shri Khan-Nodal Officer	MSEDCL
5	Shri Narkhede, Addl. Exe. Engg.	
6	Shri Mahajan – Asst. Account Officer	
7	Shri Rajput- Consumer's Representative	Consumer
8	Shri Mahesh Punwani- In person.	

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 it 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. Thereafter 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)  
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 : 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**



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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