



**Consumer Grievance Redressal Forum, Kalyan Zone**  
**Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301**  
**Ph: – 2210707 & 2328283 Ext: - 122**

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Date of Grievance : 05/06/2012  
Date of Order : 30/08/2012  
Period taken : 85 days

**ORDER IN THE MATTER OF GRIEVANCE NO.K/E/615/727 OF**  
**2012-13 OF SHRI VIJAY GANGADHAR MOGAL, KALYAN**  
**REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL**  
**FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY**  
**BILL**

**Shri Vijay Gangadhar Mogal,**  
**Survey No. 32/2 & 3, Chickengarh,**  
**Behind Roshan Petrol Pump,**  
**Kalyan (West),**  
**Dist. Thane**

**Here-in-after**  
**referred**  
**as Consumer**

**Versus**

**Maharashtra State Electricity Distribution**  
**Company Limited through its**  
**Dy. Executive Engineer**  
**Kalyan (West) Sub-Divn – I.**

**Here-in-after**  
**referred**  
**as Licensee**

**(Per Shri. Sadashiv S. Deshmukh, Chairperson)**

1. This Consumer Grievance Redressal Forum has been established under "Maharashtra Electricity Regulatory Commissioner (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress the grievance of consumers. The regulation has been made by the Maharashtra Electricity Regulatory Commission vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, 2003 (36 of 2003).

2. The consumer is having commercial connection of the licensee. The Consumer is billed as per commercial tariff. Consumer registered grievance with the forum on 05/06/2012 for Excessive Energy Bill.

The details are as follows –

Name of the consumer :- Shri Vijay Gangadhar Mogal

Address : As given in the title

Consumer No : 020020585839

Reason of dispute : Excessive Energy Bill

3. The set of papers containing above grievance was sent by forum vide letter No.EE/CGRF/Kalyan/0453 dated 05/06/2012 to Nodal Officer of licensee. The licensee filed reply on 05/07/2012.

4. We the Members of the forum heard both sides in the meeting hall of the Forum's office on 08/06/2012, 26/06/2012, 05/07/2012, 27/07/2012 & 24/08/2012. Licensee is represented by Nodal Officer Shri.Patil, Shri. S. M. Bharambe, Asstt. Engineer, Shri. Yedke, Dy. Executive Engineer and for Consumer Shri. Roshan Gangadhar Mogal.

5. This consumer is running Resort & Restaurant having electrical connection to which commercial tariff is applicable. Connection is available to him from 05/02/2011. As per the facts brought before us it is seen the officers of Licensee visited consumer's place and inspected the meter on 25/04/2012. During inspection it was noticed that in the meter consumption to the extent of 33% is not recorded. Accordingly bills were issued without noting said 33% of the supply. On this count on 08/05/2012 meter was inspected and on the very day bill was issued for Rs.3,36,250/-. Further towards recovery of said sum, a letter is written on 28/05/2012 asking the consumer to pay the said sum within 15 days failing which supply will be disconnected. However, on the very day i.e. on 28/05/2012 consumer addressed a letter to the Nodal Officer of IGRC for redressal of grievance. However, letter for recovery coupled with threat of disconnection received subsequently that too on the same day. Hence, consumer approached this Forum on 05/06/2012. Matter was taken up for urgent hearing even it was submitted that interim order was to be passed hence matter was taken up on 08/06/2012, interim order was passed directing the consumer to pay an amount of Rs.72,054/- on or before 12/06/2012 and making the payment as condition precedent stay was granted. Matter was thereafter taken up for hearing and we heard both sides at length.

6. In this matter it is noted that the consumer has approached Nodal Officer of IGRC on 28/05/2012. IGRC not decided the matter till we finally heard this grievance on 17/08/2012. No

doubt, on 27/07/2012 during hearing it was made clear that IGRC is at liberty to pass order on merit till 30/07/2012 but no order was passed hence this matter is heard and finally being decided.

7. It is the contention of Consumer that the reason for raising exorbitant bill to the tune of Rs.3,36,250/- is stated as meter was not showing 33% of consumption that too B phase missing current for 227 days for which he is not at fault and meter may have been faulty. It is the Licensee who had connected this phase to the meter wherein reading is reflected. Accordingly he contended without any fault of his this heavy bill is issued which is not at all correct.

8. On the other hand when this grievance is brought to the notice to Licensee, reply is filed on 05/07/2012 in Marathi and it is maintained that in meter box, B phase CT and secondary wire of CT (S1) was found broken and that this aspect of broken CT was brought to the notice of consumer. Accordingly it is contended that only 66% of consumption is reflected/recorded in the meter and balance was not recorded. Accordingly right from the date of connection consumption is calculated to the tune of 27930 units and quantum of charges worked out to the tune of Rs.3,36,250/-. Further it is contended the Licensee was able to secure MRI record and aforesaid aspect is supported by the MRI data wherein missing current for B phase is noted for 227 days. Accordingly it is claimed that though MRI record for such a long period usually not available but attempts were done this record was traced out and Licensee could point out that from the beginning the said broken CT resulted

in not recording 33% of the consumption. Accordingly it is claimed that this is not a case of defective meter but it is the case of current not recorded and it is not recorded due to human error. It is clear that on the basis of MRI report in fact there is a consumption of energy even through the said CT was broken, which is not recorded and payment for such utilized energy is to be done and consumer cannot take undue advantage of it which will lead to denying payment of energy used. Learned Dy. Executive Engineer Mr. Yedake submitted that in this matter also there is human error and for this human error Licensee cannot be blamed and charges worked out are correct and cannot be said any illegality in the action taken. Even in the reply there is a mention referring to supply code particularly 15.4.1 and it is claimed that it will not be applicable to the present case. We have gone through said clause 15.4.1 and said clause more particularly main clause speaks that in case of defective meter the amount of consumer's bill needs to be adjusted for a maximum period of 3 months prior to the month in which dispute has arisen. Accordingly this main clause is clear in itself but it refers to defective meter. We already noted above contention of Licensee that there is an human error but we find it necessary to verify whether this is a human error or it is a defect in the meter itself. In this regard there is a definition of meter in MERC (Electricity Supply Code and other conditions of supply) Regulations 2005. Said definition clause 2.5 (q) reads as under:-

**` Meter - means a set of integrating instruments used to measure, and / or record and store the amount of electrical energy supplied or the quantity**

**of electrical energy contained in the supply, in a given time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes pre-payment meters. '**

This particular definition is wide enough to include other accessories, current transformer (CT), wiring and accessories. Accordingly to find out whether the meter is defective these parameters are to be applied as to whether the defect was in current transformer (CT), instrument used for measuring electrical energy, necessary wiring and accessories available to the said CT and meters. Now precisely we are confronted with a broken CT and as noted above, in the reply filed in Marathi, the Licensee has stated that CT was broken. We have gone through MRI report wherein zero supply current is shown for the said 'B' phase CT which is broken. Question comes up whether broken CT was used or CT was broken in between. However, mute question comes up whether CT is a part of meter and if CT is broken, will it amount to a defective meter. We have already noted the definition of meter and there is an order of Hon. Ombudsman, Mumbai dated 17/08/2010 in representation No. 100 of 2010 M/s. Rajlaxmi Home Products Pvt. Ltd. v/s. MSEDCL wherein Hon. Ombudsman noted PT stud was broken, no voltage was going to the meter, meter was not recording the total consumption and accordingly for 40 months bill was raised and when dispute came before CGRF it was made limited to 24 months and when that aspect was brought before the Ombudsman in representation, by the

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consumer, Ombudsman dealt about the said broken PT and its  
relevance to defective meter and has observed as under:-

Para 16

**` In any case, the fact remains that the meter was tested in the laboratory twice and found correct, but R phase stud of the PT was broken. This is not disputed by either party. However, it is not known when the stud got fully broken, so that no voltage was supplied through R phase. It could be few days or few months. The only logical conclusion is that the meter CTPT unit was defective for some time prior to visit of the agency / inspection squad. Another conclusion would be that, less recording of units or slowness due to broken stud will be maximum 33.33%. In other words, the disputed meter was defective ----- `**

Hon. Ombudsman in the final conclusion in para No. 18 observed as under:-

Para 18

**` In view of the explanation aforesaid, it is clear case of defective meter and therefore the recovery is got to be limited to a period of maximum 3 months as provided in the Regulation 15.4.1 -----  
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Accordingly it is clear already in aforesaid precedent of Hon. Ombudsman laid down that when the stud of PT was broken in that case recovery is made limited to 3 months treating it as a defect in the meter. No doubt, even before the Hon. Ombudsman MRI report was there and period covered was about 40 months. No doubt, herein efforts taken by Dy. Executive Engineer Shri Yedake cannot be undermined but things are required to be brought within the 4 corners of rules and accordingly it is found that B phase CT was broken and it amounts to defective meter as per the definition and hence as per regulation recovery is to be restricted only for 3 months.

9. In view of the above conclusion it is clear that in this matter the meter is found defective in B phase CT was found broken ultimately it is a case of defective meter and hence recovery cannot be done for a period more than 3 months. Bill issued by Licensee to the tune of Rs.3,36,250/- covering the period more than 3 months is not legal and correct, hence it needs to be set aside. Recovery is to be made limited only for 3 months.

Already while dealing with interim relief considering quantum of amount sought to be recovered relief was granted on condition of consumer depositing 3 months payment and said amount worked out to the tune of Rs.72,054/-. Already it is deposited on 12/06/2012 by consumer and hence now the bill issued by Licensee dated 08/05/2012 is to be allowed only to the extent of 3 months period. Already as per interim order Rs.72,054.00 paid hence no more liability arises towards the disputed aspect except on



new calculation by Licensee it may be more or less which can be either recovered if it is more or adjusted if it is less. Accordingly this grievance is to be allowed. Hence the order -

10. Matter could not be decided within 60 days as the IGRC was to decide it before 31/07/2012 and then this Forum was to act. IGRC not dealt the matter till 31/07/2012 accordingly it is taken up and decided now.

### **ORDER**

Grievance application is allowed.

Bill issued by the Licensee to consumer dated 08/05/2012 for Rs.3,36,250/- is hereby set aside and it be worked out only for 3 months. Already we have directed the consumer to deposit amount for 3 months on the basis of calculation done by Licensee for whole period. That figure we had arrived at Rs.72,054/- which is deposited on 12/06/2012 and hence bill issued by Licensee dated 08/05/2012 is to be corrected and issued for 3 months. Licensee is at liberty to recover any amount found to be excess for 3 months than Rs.72,054/- and the payment of Rs.72,054/- if found more, then it be adjusted in the ensuing bill of consumer. Accordingly grievance application is allowed.

The Consumer can file representation against this decision with the Hon. Electricity Ombudsman within 60 days from the date of this order at the following address.

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*"Office of the Electricity Ombudsman, Maharashtra  
Electricity Regulatory Commission, 606/608, Keshav Bldg,  
Bandra Kurla Complex, Mumbai 51"*.

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"*

**(Mrs.S. A. Jamdar) (R. V. Shivdas) (Sadashiv S. Deshmukh)**  
**Member Member Secretary Chairperson,**  
**C.G.R.F. Kalyan C.G.R.F. Kalyan C.G.R.F. Kalyan**