



Consumer Grievance Redressal Forum, Kalyan Zone
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K/DOS/48/1194/2015-16

Date of Grievance : 04/03/2016
Date of Order : 24/05/2016
Total days : 81.

IN THE MATTER OF GRIEVANCE NO. K/DOS/48/1194 OF 2015-2016 OF SMT. BHARTI SURENDRA KHANDHAR, AT VILL. TARA (APTA PHATA) KARNALA ROAD, TAL. PANVEL, DIST. RAIGAD, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING BILLING DISPUTE OF PAST 02 MONTHS.

Smt. Bharati Surendra Khandhar,
At Vill. Tara (Apta Phata),
Karnala Road, Tal. Panvel,
Dist. Raigad,
(Consumer No.HT-028569018538) (Hereinafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited
through its Nodal Officer,
MSEDCL, Pen Circle, Pen (Hereinafter referred as Licensee)

Appearance : For Licensee : Shri Mane –Ex.Engr-cum-Nodal Officer, Pen Circle.
For Consumer- Consumer's Representative – Shri Khandar.

(Per C.U.Patil-Executive Engineer – cum- Member Secretary

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’.

The consumer Smt. Bharati Surendra Khandar, holding HT Connection bearing Consumer No. 028569018538 for their international school affiliated with the university of Cambridge, (U K), approached to this Forum on 4/3/16 by submitting grievance in Schedule ‘A’.

The Grievance of the consumer was registered by allotting No. K/DOS/48/1194 and emergent hearing was scheduled on 9/3/16 at 12:30 hours and letter for hearing bearing No. 047 dated 4/3/16 was served by Email dated 4/3/16 to the Nodal Officer of Pen Circle with copy of the mail to the consumer.

The hearing was conducted on 9/3/16 and then was adjourned to 15/3/16.

The consumer mentioned her grievance in application Schedule ‘A’, which is as under:

a] The consumer being aggrieved and dissatisfied with Order dated 24/2/2016 passed by the Internal Grievances Redressal Cell (Distribution Licensee) dismissing the Consumer Grievance filed on

03/05/2016 prefer this Appeal before the Forum to consider and set aside the order dated 24/2/16 passed by the Distribution Licensee. The Distribution Licensee without considering the fact that the demand of Rs.1,15,930.27 (Rs. 42,940.32 for March , 2008 and Rs. 72,989.95 for April 2008) by letter dated 07/2/14 from MSEDCL Co. Ltd. was a time barred liability and the same was not a legally enforceable liability and the Distribution Licensee, Pen Circle passed without application of mind an order dated 24/2/16 "Consumer's Grievance is dismissed".

b] In the said impugned order dated 24/2/2016 the presiding member of the Redressal Cell has recorded arguments in his order. The said arguments are in brief as under:

i] The said alleged notice dated 7/2/2014 from MSEDCL for demanding Rs.1,15,930.27 for the month of March/April 2008 was time barred and legally not enforceable liability as the said notice was issued after lapse of 6 years.

ii] The Suptd. Engineer (PC) had illegally disconnected electricity for one hour on 13/2/16 at 12:30 pm without any prior intimation and thereafter on 17/2/16 the electricity was again disconnected without any prior notice or intimation and that too when examination of the school were on.

iii] The consumer is an International School affiliated with University of Cambridge (UK) and during examination the Supt. Engineer was not expected to disconnect electricity that too while the dispute was pending before the Internal Grievance Redressal Cell.

iv] Thereafter, the consumer was forced to pay Rs.35,000/- and Rs.500/- towards reconnection charges. The consumer paid Rs.35,000/- "under protest" and on 18/2/16 at about 2.00 pm the electricity was reconnected.

e] Letter dated 7/2/14 bearing Ref: No. SE / PC /HTB/ No.00573 from MSED Co. Ltd., equiring her to pay less billed charges in the monthly energy bill totaling Rs.1,15,930.27 [Rs.42,940.32 for March, 2008 and Rs.72,989.95 for April 2008].The said letter dated 7/2/14 received from MSEDCL after lapse of 6 years demanding energy bill for the year 2008.

f] Thereafter she has filed her complaint before Consumer Grievance Cell on 3/5/2014, as the said purported liability was time-barred and same is legally unforceable liability. The said purported time-barred liability was objected by her various letters and Advocate's letter dated 17/2/14, 1/3/14, 29/3/14, 19/4/14, 6/5/14, 01/7/14 and 15/2/16.

g] It would not be out of place to mention here that on behalf of the consumer, Mr. Surendra M. Khandhar attended and met Suptd. Engineer (PC) on 15.02.2016 and requested him not to disconnect the

electricity connection as in the said premises an International School by the name Prudence International School is being run and the examination are going on involving hundreds of students. However, the request was not considered and without any prior notice or intimation the electricity connection was disconnected on 17/2/16 and the Meter Room was locked with their own lock and key. However, on 18/2/16 at about 2:00 pm the electricity was reconnected after payment of Rs.35,000/- (under protest) and Rs.500/- towards reconnection charges.

h] The consumer has preferred the present appeal within the prescribed time from the date of receipt of the certified copy of the impugned order dated 24/2/16.

i] The consumer craves liberty to rely on the submissions, averments and grounds mentioned in this appeal. The consumer is not reproducing the same in view of avoid repetition.

j] The consumer would be suffering irreparable loss if the impugned order dated 24/2/16 is not set aside and dismissed.

k] The consumer craves leave and liberty of this Hon'ble Forum to add, amend, alater, modify any of the averments as and when for necessary in the interest of Justice.

l] The MSEDCL with sole intention to suppress their wrong deeds, included the said illegal and unenforceable liability in her bill for the month of March 2014.

m] To put her record straight, without prejudice she have made payment of the disputed energy bill of Rs.35,000/- and she have opted to take legal recourse against the said purported time barred demand of Rs. 1,15,930.27 . She informed the said facts to the MSEDCL authorities by her registered letter dated 19/4/2014.

In view of the above, the consumer prayed for reliefs as given below –

i] The MSEDCL Authorities may be restrained from causing any action of disconnection of her electricity supply as threatened by them.

ii] The Ld. Forum may be pleased to dismiss the purported bill raised by MSEDCL on her of Rs.1,151,930.27 for the month of March, 2008 and April, 2008 for the first time raised on 07/02/2014 aftaer lapse of six years, which is time barred and legally not enforceable.

iii] The Ld. Forum may direct the MSEDCL to refund Rs.35,000/- paid under protest and/ or adjust against future energy bills.

iv] Call for record and proceeding of Internal Grievance Redressal Cell (PC).

The Officers of the Licensee submitted their clarification vide letter No.1075 dated 5/3/16 and 1198 dated 14/2/16 which is as under :

1] Opponent submits that, in heading of Sec 56 (1) of Electricity Act 2003 is Disconnection of supply in default of payment. Further It is stated in Sec 56(2) that," that," Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity”.

2] Opponent submits that, in the present case, as per internal audit report monthly bills issued to M/s Bharati Khandar for the month March & April 2008, the energy charges were not billed as per the tariff applicable. The total recorded consumption for the month of March and April 2008 was 8068 units and 13656 units respectively and energy charges @ Rs.4.50 was applicable as per tariff order. Accordingly opponent workout energy charges payable by complainant M/s Bharati Khandar amounting to Rs.1,15,930.27 & conveyed the same to complainant vide TOL No SE/PC/HTB No 573 dt. 07/02/14. Therefore in the present case date of sum became first due is 07/02/2014 i.e after the same is conveyed to complainant and the thereafter sum due is continuously shown as arrears in the energy bills issued to the consumer.

3] Opponent submits that, Sec 56 (2) of Electricity Act itself empowers the opponent to recover the sum due within the period of two years after it's became first due. In the present case the sum became first due on 07/2/2014 and thereafter the same is continuously shown as arrears in the energy bills issued to the complainant.

4] Opponent submits that, therefore contention of complainant that opponent cannot recover the amount after period of six year is false and not according to the provisions of Sec 56(2) of Electricity Act 2003.

5] Opponent submits that, as per regulation 3.4 of MERC (Electricity Supply code and other condition of supply) Regulation 2005, opponent is authorized to recover charges for electricity supplied in accordance with such tariff as may be fixed from time to time by the Commission. The said clause does not mention any kind period for recovery of charges of electricity and therefore opponent is authorized to recover charges for electricity supplied irrespective of the period.

6] Opponent submits that, complainant electricity bill for the Month of March & April 2008, shows the units consumed by the complainant i.e. 8068 and 13656 units respectively, at the relevant time complainant Meter (Meter No 063-04860627) shown the current reading (on 07/2/2008) 43018 and the said Meter was in operation up to 28/07/2011. Opponent submits that, energy bills were issued to complainant according to the reading of said meter and the complainant paid the electricity bills accordingly. Therefore units consumed by complainant in the Month of March & April 2008 is continuously shown in energy bills issued to the complainant up till today. Therefore opponent submits that electricity consumed by the complainant and bill thereof do fall under Limitation Act.

7] Opponent submits that, as per Sec 56(2) of IEA 2003, licence is empowered to recover charges of electricity/dues within the period of 2 years from the date when it became first due unless the same continuously shown as arrears in energy bills. In the present case complainant consumed electricity and the same is recorded in the Meter and also continuously shown in CPL of the complainant, therefore opponent is entitled to recover energy charges for electricity consumed in the month of March & April 2008.

Therefore, it is prayed by the Licensee that grievance of the consumer be rejected.

Also Licensee's submission vide letter no.1075 dated 5/3/16 is narrated below:-

1] Opponent submits that, Smt. Bharati s. Khandar cons. No.028569018538 is consumer of opponent released in the year 1994 with connected load 217 KW & contract Demand 105 KVA.

2] Opponent submits that, Internal Audit pointed that in monthly bills issued to Smt. Bharati S. Khandar for the month March 2008 & April 2008, the energy charges were not billed as per the tariff

applicable. The actual recorded consumption for the month of March 2008 and April 2008 was B068 units and 13656 units respectively and energy charges @ Rs.4.50 was applicable as per tariff order. Accordingly, opponent worked out energy Charges payable by complainant Smt. Bharati S. Khandar amounting to Rs.1,15,930.27 & conveyed the same to complainant vide TOL No SE/PC/HTB/573 dt 07/02/2014, the complainant neglected to pay the said amount therefore the said amount reflected in the energy bill for the month of March.14. Further opponent granted installments to the consumer vide TOL SE/PC/1853/ 2188 dt. 20 Jun 2014. The complainant fails to avail the benefit of installments granted to her.

3] Opponent submits that, in spite of these letters complainant Smt. Bharati S Khandar neglected to pay the charges, therefore opponent issued notice u/s. 56 (1) of Electricity Act 2003 on 21/1/2016 amounting to Rs.2,93,609/- including current bill for Dec-15 and the same is served on consumers email Id i.e. operations @ prudence.edu.in on 25/1/2016 .In spite of notice consumer neglected to pay the due amount, hence after completion of notice period of 15 days, supply of the complainant is disconnected on 17/2/2016. Complainant thereafter approached before opponent and admitted to pay the due amount within 4 installments vide their letter dt 18 Feb 2016 and paid the first installment of Rs.35,000/- by cheque No. 02344 (Federal Bank) dt 18 Feb 2016, thereafter supply of the complainant is reconnected on 17/2/16. Further the installments for arrears amounting to Rs. 1,52,995.71 is granted to complainant vide TOL No. SE/PC/HTB/879 dt 22/2/2016.

4] Opponent submits that, complainant Smt. Bharati Khandar raised the issue by filing grievance before IGRC, Pen vide dt 02/05/2014, IGRC, Pen kept the hearing in the matter on 20/5/14 and the same was conveyed to the complainant vide letter No. SE/PC/Tech/1631 dt. 09/5/2014. But complainant fails to attend hearing on the scheduled date. Therefore, IGRC, Pen again kept the hearing in the matter on 24/2/16 dt 12:00 hrs accordingly complainant attended the hearing and argue the case. After hearing both the sides IGRC, Pen passed order on dt 24 Feb 2016 and rejected the grievance of the consumer.

The consumer submitted his rejoinder dated 12/3/16 which is narrated as below:

In reply to para No 2, it is pertinent to note that consumer for the first time received the letter ref : No. SE / PC / HTB /00375 dated

07/2/2014, showing the worked out energy charges for the consumption for the month of March & April 2008, totaling Rs.1,15,930.27. The demand has been raised after lapse of six years which is time barred and therefore it is enforceable liability. She further say that there has been no reason for availing o the installments offered by the opponent as the demand was time barred by six years and not enforceable as per law. If at all sent, the notice would be illegal in view of section 56 (2) of the Electricity Act, 2003 which reads as under:

“56 (2) ...Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless *such sum has been shown continuously as recoverable as arrears of charges for electricity* supplied and the licensee shall not cut off the supply of the electricity.

Thus, it is clear that no sum due from the consumer shall be recoverable after the period of two years from the date when such sum becomes first due i.e. in March 2008 / April 2008 unless such sum has been shown continuously as recoverable as arrears. It has not been shown continuously as recoverable as arrears of charges. In view of the above provisions of the Electricity Act, 2003 the time barred action on the part of the Superintending Engineer, (PC) has been illegal and malafide.

It would not be out of place to mention here that on behalf of the consumer, Mr. Surendra M. Khandar attended and met Superintending Engineer (PC) on 15/2/16 and requested him not to disconnect the electricity connection as in the said premises an international school by the name Prudence International School is being run and the examination are going on involving hundreds of students. However, the request was not considered and without any prior notice or

intimation the electricity connection was disconnected on 17/2/16 and the meter room was locked with their own lock and key. However, on 18/2/16 at about 2:00 pm the electricity was reconnected after payment of Rs.35,000/- (**under protest**) and Rs.500/- towards reconnection charges. Therefore, it is not correct on the part of the Superintending Engineer (PC) to say that the complainant approached the opponent and admitted to pay the due amount and the first installment of Rs.35,000/- was paid on 18/2/2016.

The complainant Mrs. Bharati S Khandhar raised the issue by filing grievance before the IGRC, Pen. The IGRC Pen heard the matter and the arguments in the case and after hearing both the sides, the IGRC passed order dated 24/2/16 passed show that the said order has been passed without application of mind and without considering any of the arguments plea and the fact that the demand of Rs. 1,15,930.27 was a time barred liability and not legally enforceable.

The consumer being aggrieved and dissatisfied with order dated 24/2/16 passed by the IGRC dismissing the consumer grievance has preferred an appeal before the CGRF to consider and set aside the order passed by the IGRC (Distribution Licensee).

FORUM'S OBSERVATION:

Consumer's Representative Shri Khandar approached to this Forum previously on 20/2/16. The Forum scrutinized the case papers of consumer for ascertaining the nature of grievance and for giving priority to protect the interest of the consumer as supply of the consumer was disconnected at the site on 16/2/16 as reported by her. During the course of hearing, the CR reported to the Forum that they have paid installment of R.35,000/- to the Licensee towards disputed arrears and as the supply

has been reconnected by the Licensee, the CR further informed that he was going to submit 'X' form to the IGRC Pen Circle regarding his grievance about disputed arrears. Hence the papers dated 20/2/16 submitted by CR were filed without any registration.

Regarding the liability raised by Licensee for the amount of Rs.1,15,930.27 Ps. The facts are :

a] This amount is raised in the year 2014 for the 8068 units and 13656 units for the month of March and April 2008 respectively.

b] These units are recorded in the meter and also shown in the respective bills of the consumer.

c] However, the conversion of these units in the rupees is not reflected in the bills, which was pointed out by auditors during their inspection.

d] Hence Licensee raised energy charges at the prevailing tariff rate and convey it to the consumer vide letter No.573 dated 7/2/14.

Also vide letter dated 20/6/14, the Licensee has allowed 04 installments of the dues without levy of interest and DPC. The Licensee allowed the consumer for payment of these dues along with regular bill and also given awareness about disconnection as per Electricity Act 2003 if not paid by the consumer.

e] It is observed by the Forum that letter for hearing is issued by IGRC of Pen Circle dated 9/5/14 but, it seems that in 2014 no order is placed by the IGRC.

The IGRC has conducted the hearing on 24/2/16 and placed the order dated 24/2/16 rejecting the consumer's plea for keeping aside the raised bill.

f] The Licensee served disconnection notice dated 25/1/16 and due to no response of the consumer for payment, disconnected the supply on 17/2/16.

g] The consumer submitted his application dated 17/2/14 to the Office of the Superintendent Engineer, Pen Circle and then letters dated 1/3/14, 29/3/14, 19/4/14, 6/3/14 and 1/7/14.

h] For the respective months in the year 2009, the consumer has paid the bills for amount of Rs. 1.24 lakhs and 1.42 lakhs in March and April 2009 units respectively for the 13302 and 16311 units.

i] The consumer has never paid so much less amount in any year for the respective months.

j] Licensee has initiated its action in January 2016 after issuing the notice dated 25/1/16.

This Forum has referred the guidelines of Hon'ble High Court given in their order in which the matters of old recovery is dealt.

We referred the Forum's previous order in Case No. K/E/645/764 dated 17/12/2012 which is placed in respect of M/s Hill Garden Co-op. Hsg. Soc. In this case the matter about applying MF-2 instead of MF-1 was dealt. The Forum considered this issue in favor of Licensee and accepted the difference of bill raised by Licensee which was revised considering MF-2 instead of MF-1.

In the above case referred, the connection of the consumer was from 15/4/1998. The faulty meter of the consumer was replaced in December 2002 and replaced meter was checked on 7/5/2012. In the said inspection report, it was noted that MF is wrongly applied as 01, actually it should have been 02. In that case bill was issued on 18/5/2012 for near about 62,00,000/-. The Forum considered this mistake of non

applying of MF-2 immediately after meter replacement as apparent error and mentioned their findings on such line in that order. LR in that case contended that the mistake / lacuna should be given the treatment of human error and also as such there cannot be any fault in referring the dues which are legitimate. The CR contended in the case that there is no question of previous recovery. Consumer's stand was that arrears are not shown continuously in the bills, but arrears are sought for the period more than ten years abruptly, hence it cannot be referred.

The Forum in that case dealt a legal question that whether u/s section 56(2), claim is to be limited only for two years or claim can be beyond that period. The Forum referred Hon'ble High Court Judgment, **AIR 2009, Bombay, 148 in the case M/s. Rototex Polyester**, wherein observations of Their Lordships mentioned in para no.9 of the Judgment are reproduced below ...

.....
“The principle which can be deduced from the above Judgment is that in case the consumer is billed on account of clerical mistake such as present case, hence bar of limitation cannot be raised by the consumer. Hence challenge raised by the petitioners must fail”.

The meaning of sub-section of section 56 of Electricity Act is well crystal clarified by the Hon'ble High Court in case of M/s. Rototex Polyester in the Judgment AIR 2009 Bombay, 148.

In this regard during hearing we made it clear to the consumer representative and representative of Licensee that we have come across the Judgment of Hon. Supreme court MIR 2008 SC 2796 Kusuman Hotels (P) Ltd. V/s. Kerala State Electricity Board wherein Hon. Apex Court in Para No.12 noted arguments advanced by the Counsel during hearing which are as under:

Para 12....

iii] 'In view of the provision in Sub-Section (2) of Section 56 of the Electricity Act 2003, no bill can be raised after a period of two years.' This particular submission is further replied by the Lordship in Para No.13 which reads as under:

' We however, are not in a position to accept the contention that bills cannot be issued having regard to Sub-Section (2) of Section 56 of the Electricity Act “.

.....

The Forum adopts the guidelines of Hon'ble Apex Court mentioned above for deciding the present case.

From the above, it is clear that the dues cannot be set aside directly as it is the amount towards energy charges for the units utilized by the consumer and the units shown in the bills for the month of March and April 2008 remained non-converted in the energy charges due to oversight / clerical mistake / human error on the part of the Licensee. The dues are conveyed in February 2014 and tried to recover in February 2016.

We also feel that though it was not legally binding on the consumer's side, it was a moral responsibility of the consumer to inform to the Licensee that the bill received in the month of March and April 2008 were 4 to 5 times lesser than the normal consumption and amount. The Licensee is not recovering any excess amount from the consumer though it is delayed by 06 years, but they are recovering only the uncalculated amount towards the units consumed which were recorded and shown in the particular bills at that time and remained non-converted in to the energy charges.

Hence consumer's grievance application cannot be upheld. The paid amount Rs.35,000/- and the reconnection charges paid Rs.500/- should be deducted from the dues and then the remaining balance amount / dues should be recovered without applying any interest or DPC. The balance dues should be recovered by allowing 08 (Eight)

installments along with current bills.

This matter could not be decided within time as Licensee was to provide the details sought from time to time, those were provided on 15/3/2016 and their submissions are heard on that day and clarification taken on 15/3/2016. **Moreover, the Forum is functioning in absence of regular Chairperson and the Member Secretary is discharging the additional work of Chairperson along with the regular work of Member Secretary.**

(Chandrashekhar U.Patil)
Executive Engineer-cum- Member Secretary-cum-Chairperson
CGRF, Kalyan.

Per Member – CPO, Mrs. S.A.Jamdar -

I, Respectfully disagree with the above observations and the conclusion for the reasons stated below...

According to my opinion, though it is true that dues cannot be set aside directly as it is the amount towards energy charges for the units utilized by the consumer and the units shown in the bills for the month of March and April 2008 remained non-converted in the energy charges due to oversight / clerical mistake / human error on the part of the Licensee, it is also true that Licensee had cut off the electricity of the consumer when the examinations of the school were going on and that too without notice .

Licensee has first disconnected the supply of consumer on 13/2/16 and again on 17/2/16 without giving any intimation to the consumer. Licensee should not have disconnected the supply on humanitarian ground as the examination of the students were going on. Hence, this action of the Licensee is totally illegal and immoral for which Licensee should be penalized for the same.

According to my opinion, an amount of Rs. 2000/ (Rs.Two Thousand) be awarded to the consumer by Licensee for the above act and the Licensee is also liable to refund the amount of reconnection charges recovered time to time from the consumer , along with interest as per RBI rate.

The order of compensation is passed as per Clause 8.2 (e) of MERC (CGRF & EO) Regulations, 2006.

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

Hence the order.

ORDER

* As per section 8.1 in the event, where the Forum consists of a single member, the Chairperson shall have the second and casting vote.

** In the sitting of Forum, the Chairperson is not available. As per MERC Regulations (2006), Clause 4, the technical member shall be the Chairperson of such sitting in which Chairperson is not available and hence in the present case, the technical member performed the role of Chairperson of the Forum .

*** Order is placed under the provisions of MERC Regulations – 2006, Section 4 (c) and Section 8.1.

The grievance application of the consumer is hereby rejected.

The Licensee is directed to deduct the amount paid by the consumer of Rs.35,000/- from the dues raised by the Licensee.

The Licensee is directed to recover the balance amount from the consumer without interest and DPC by giving 08 (Eight) installments to the consumer.

The consumer is directed to pay these installments along with current bills.

The compliance should be submitted within 45 days from the date of this order.

Date:24/05/2016.

(Chandrashekhar U.Patil)
Chairperson-cum- Member Secretary
CGRF, Kalyan

** (In the sitting of Forum, the Chairperson is not available. As per MERC Regulations (2006), Clause 4, the technical member shall be the Chairperson of such sitting in which Chairperson is not available and hence in the present case, the technical member performed the role of Chairperson of the Forum).

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.