



**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 : 4/3/2013  
Date of Order : 20/4/2013  
Period Taken : 47 days

**IN THE MATTER OF GRIEVANCE NO. K / E / 699/825 OF 2012-2013 OF SHRI JAIPRAKASH HARISHCHANDRA SHELAR, RESIDENT OF SAFALE UMBARPADA, DIST-THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL**

Shri Jaiprakash Harishchandra Shelar  
At & Post Safale Umbarpada,  
Tal-Palghar, Dist-Thane  
Consumer No.005120010915

Here-in-after  
Referred  
As Consumer

Versus

Maharashtra State Electricity Distribution  
Company Limited through its  
Assistant Engineer, Safala  
Sub-Division.

(Here-in-after  
referred  
As Licensee)

(Per Shri. Sadashiv S. Deshmukh, Chairperson)

1. Consumer Grievance Redressal Forum has been established under "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to

redress the grievances of consumers. This 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 a L.T. Residential consumers of the licensee. The Consumer is billed as per the Residential Tariff. Consumers registered grievance with the Forum on 4/3/2013 for Excessive Energy Bill.
3. The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0149 dated 4/3/2013 to Nodal Officer of licensee. The licensee filed reply on 15/4/2013.
4. This matter is taken up for hearing. On behalf of Licensee Nodal Officer, Shri Purohit along with Asst. Engineer, Mr. Waghela attended and the reply is submitted today. Copy of it is provided to the C/R, Shri Vishal Hareshwar Raut. We heard both the parties. Matter is discussed at length and on discussion following factual aspects are disclosed.
  - a) Consumer is having connection from 10/5/1987 in the name of Jaiprakash Hareshwar Shelar and Malati Raut is the user of it.
  - b) Old meter of Consumer bearing no.2005542 replaced on 10/1/2005 and new meter number 9003253471 installed.
  - c) On 10/1/2005 though new meter is installed entry of replacement is done in CPL showing the readings of said meter on 10/1/2008.

- d) In March 2008 for the first time all dues are reflected in the CPL from 10/1/2005 for 7870 units quantifying to Rs.17,000/- and in fact replacement though done on 10/1/2005 its report which was not prepared on 10/1/2005 and prepared on 10/1/2008, i.e. after three years and on 10/1/2008 reading is shown as 7725.
- e) Old meter reading is reflected as 12422 as on the date of making entry of replacement report, which continued from January 2005. However in CPL towards new meter same units are shown, but on 10/1/2008 all previous units are clubbed.
- f) When bill of Rs.17,000/- was provided to the Consumer it was disputed and thereafter the amount was added with interest and DPC, it was worked out to the extent of Rs.49,105/- in November 2012. Consumer disputed it and thereby on 25/9/2012 interest and DCP is waived and amount was made limited to Rs.29,090/-. It is submitted that for payment of Rs.29,090, even 15 installments of Rs.2,000/- per month are granted, in the light of the application of consumer. Consumer was to pay installments along with the current bills.
- g) On behalf of Licensee letter of Consumer dated 20/4/2011 is relied on wherein there is a prayer for reducing bill, waiving interest and to provide installments. Grounds for installments are stated such as old age, weak financial condition, repaying of existing loan taken for daughter's marriage and required to take care of daughter who is widow and her daughter.

5. During the course of arguments, representative of Consumer made grievance that every now and then, bills are issued in handwriting as and when Consumer approached. Printed bills were never issued. Meter reading is not taken in time, actual units are not entered, there is inordinate delay in making entry of meter replacement report. It is contended that due to the failure on the part of Licensee, its officers or the contractor, huge bill is faced by the Consumer and it caused unbearable stress, that too when the means of Consumer are meagre. It is contended that for the fault of Licensee, its officers or agency, Consumer is made to face this particular problem. It is further contended that all the while, it is the Consumer who is made to run from pillar to post but sensitivity is not shown by the other side which was required. However, one thing is clear, if energy is used as detected in the meter it is to be paid, which we made it clear to the Consumer during his submissions. However he claimed why with no fault from the Consumer side the Consumer should bear this particular burden and let it be borne by the persons responsible for it. We find that use of energy is the base, if it is used, it is to be paid, but the consequences arising thereby such as interest or DPC, cannot be burdened and Consumer should not be made to bear the burden in lumpsum at a time. We find that all the time, matter remained unattended and suddenly making the Consumer to pay all dues at a time, will not be proper. In this light, we expressed to both the sides that for utilized supply / energy, Consumer is to pay, however, he is to be considered equitably. He cannot avoid payment. We made it clear that due to the fault of officers / agency of Licensee, this situation is

brought up and hence officers of Licensee are to consider giving appropriate time for payment.

6. In response to our aforesaid expression, both sides concluded the dispute amicably stating that due amount till April to December 2012 was of Rs.29,090/- and towards the said amount as per the installments given by the Officers of Licensee so far Consumer has deposited Rs.8,000/- thereby balance is of Rs.21,090/-. It is disclosed that in this amount, arrears of Rs.17,000/- pertains to the period from 10/1/2005 to 10/1/2008 and this is a sum worked out on the average basis of 38 months. However though installments are granted to the extent of 15 by the Officers of Licensee now it is perceived that considering the condition of Consumer who previously paid the amount as per the bills issued but was asked to pay larger sum and hence the notion well accepted that if there is any error or mistake on the part of the staff of Licensee then Consumer should not be made to face it hence the period for which error continued is to be considered for giving installment and hence both agreed to have 34 monthly installments, i.e. for 34 months recovery of Rs.17,000/-. Balance remains of Rs.4,090/-, it pertains to 15 months dues but both agreed to have it adjusted in aforesaid 34 months. Accordingly if payment is done by Consumer for both amounts (Rs.17,000/- + Rs.4090/-) by monthly installments @ Rs.620/- per month then these total arrears will be wiped out. The said payment is to be done along with current bills. It is clarified that current bills from January 2013 to March 2013 are already paid off. Hence now this Grievance

Application is to be allowed giving the 34 installments to the Consumer to pay off dues @ Rs.620 per month.

Hence the order.

**O-R-D-E-R**

- a) Consumer is given 34 installments of Rs.620/- per month which is in addition to the current bill of every month.
- b) The Consumer is to regularly pay current bill with said installment. Failure to pay the amount of installment will incur necessary consequences as permissible under the Electricity Act. Accordingly the installments are to commence from the bill of April 2013.

Date : 20/4/2013

**I Agree**

**I Agree**

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

(R.V.Shivdas)  
Member Secretary  
CGRF Kalyan

(Sadashiv S. Deshmukh)  
Chairperson  
CGRF Kalyan