



Consumer Grievance Redressal Forum, Kalyan Zone  
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301  
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**IN THE MATTER OF GRIEVANCE NO. K/E/435/491 OF 2012-13 OF  
M/S. MEC ENGINEERS, VASAI REGISTERED WITH CONSUMER  
GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN  
ABOUT EXCESSIVE ENERGY BILL**

**FURTHER ORDER AS PER DIRECTION OF HON. MERC IN  
CASE NO. 63 OF 2011 DT. 01/12/2011**

**M/s. Mec Engineers,  
Gala No. 7 / 8, Vardhaman Ind. Estate,  
Gokhiware, Vasai (East),  
Dist. Thane – 401 208.**

**Versus**

**Maharashtra State Electricity Distribution  
Company Limited through its  
Dy. Executive Engineer  
Vasai (East) Sub-Division.**

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

**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 a L. T. Industrial consumer of the licensee. The Consumer is billed as per industrial tariff. Consumer registered grievance with the forum on 17/12/2011 (original case) for Excessive Energy Bill.

The details are as follows –

Name of the consumer :- M/s. Mec Engineers,

Address : As given in the title

Consumer No : 001590415304

Reason of dispute : Excessive Energy Bill.

3. This matter was already dealt by the Forum on 03/01/2011. As per the order relief was given towards refund of security deposit with interest as per the Reserve Bank of India (RBI) rate. Licensee was directed to work out RLC and if anything is collected in excess, it is to be refunded within a period of 45 days and in respect of permanent disconnection of meter, direction was given to the Licensee to pay immediate attention as per law. However, pertaining to the said order there was no compliance hence consumer approached Hon. MERC vide case No. 63/2011. Hon. MERC decided the said case on 01/12/2011 and directed both sides to appear before this Forum. Precise observations of Hon. MERC are as under as para No. 21:

**‘ Para No. 21**

Having heard both the parties and taking into consideration the

material on record, the Commission observes the submission made by both the parties that the complainant and opponent are not able to reconcile mutually the amount to be settled/refunded by either party to the other. As against the complainant's complaint of getting refund from the opponent, the opponent has raised the issue of amount due from the complainant. It is also obvious that the opponent has not submitted complete data to the CGRF, hence the complainant's grievance is being examined by the CGRF Kalyan Zone. Because of this, the CGRF, Kalyan Zone may not be able to give right directions in the matter.

The Commission, however, cannot look into the matter of billing dispute and calculations between the consumer and the licensee. The Commission, therefore, directs the complainant and the opponent to approach again the CGRF, Kalyan Zone with the request to sort out the matter under dispute. '

4. Accordingly, consumer has approached again by moving application in continuation in this matter on 12/12/2011, actually presented it on 14/12/2011. On behalf of Licensee reply is given on 09/01/2012 precisely under the head A, B pertaining to refund of security deposit and refund of RLC. It is contended that the refund of security deposit Rs.9,160.00 and interest Rs.666.40 is adjusted in the recovery of arrears and towards RLC it is stated that RLC refund of Rs.79,702.87 and interest Rs.3,446.02 is adjusted in the recovery of arrears. However, pertaining to permanent disconnection, dispute is maintained contending that the consumer has not paid energy bills from September 2006 and there is no question of revision. This particular reply is re-replied by the consumer vide reply letter dated 15/03/2012 submitted on

16/03/2012 and almost all those contention raised by the Licensee about payment adjusted or arrears denied.

5. This matter was accordingly taken up from time to time on 04/06/2012, 08/06/2012 that too along with other matters and this could not be concluded remained unattended and hence taken up once again with due intimation to both sides. Accordingly, on 23/08/2012 on behalf of consumer its representative Mr. Harshad Sheth was present and on behalf of licensee Mr. J. P. Kini, Sub. Engineer was present. At the request of Licensee Representative matter adjourned to 29/08/2012 but none attended for Licensee. We heard Mr. Sheth representative of consumer .
6. Consumer's representative initially drawn our attention to the aforesaid reply of licensee dated 09/01/2012 wherein refund amount towards RLC adjusted is shown but in fact no such adjustment is reflected in the extract which he has taken out from the website of licensee. In this regard pointedly we sought from the representative of licensee the truthfulness of said adjustment. However, representative of licensee expressed his inability to clarify it for want of upto date CPL. However, representative of consumer placed on record the print out from Licensee's website pertaining to consumer's bill history from March 2007 to October 2011 i.e. the period just prior to approaching CGRF with this new application dated 12/12/2011. It is pointed out that in the net bill amount which is shown consistently upto October 2011 there is no any such adjustment shown in the bills. He maintained if at all any adjustment is done by the licensee it would have been reflected in it but is not reflected in this particular extract. Accordingly, now towards the said refund of security deposit and

RLC in absence of upto date CPL or any other appropriate material it is not possible to uphold the claim of Licensee. We got it verified from the representative of consumer whether quantum of refund along with the interest towards security deposit (SD) and RLC shown is correct, he contended that actual figures stated therein pertaining to quantum.

7. Representative of consumer further on the aspect of permanent disconnection and dues worked out by the licensee to the extent of Rs. 81,230=00, pointed out that upto July 2006 the regular payment of bill is done, however, in August 2006 meter was changed thereby for August unit consumed is zero i.e. it is shown as 30 units current reading and 30 units previous reading. However, in the column of consumption it is shown to the extent of 9439 units and adjusted units are 9929. The bill is worked out to the extent of Rs. 41,778=21. Representative of consumer pointed out said quantum round up figure of Rs. 41,780=00 is paid on 21/08/2006. However he contended that in September 2006 dues are worked out to the extent of Rs.36,193=81. For October 2006 including previous arrears shown to the extent of Rs. 57,124=71 and for November 2006 including previous arrears it is shown to the extent of Rs.74,426=94 and further in December 2006 it is shown to the extent of Rs. 1,12,172=01 which includes previous arrears to the tune of Rs. 74,663=56. However, in January 2007 the said meter was taken out and is shown as permanently disconnected but bill is issued wherein dues are quantified to the extent of Rs. 82,001=00. As against it representative of consumer submitted for August 2006 and December 2006 reading is shown as zero hence net bill will be for

those two months of Rs.1,955=70 each whereas for the month of September, October and November he had worked out the liability to the extent of Rs. 30,301=12, Rs.16,440=37 and Rs.11,683=81 respectively. Accordingly, he calculated the figures totaling Rs. 62,336=70 as against the claim of licensee to the tune of Rs. 82,001=50. He further contended that though he worked out net bill amount to the extent of Rs.62,336.70 he has paid amount on 21/08/2006 to the extent of Rs.41,780.00 thereby balance comes to Rs.20,556.70 (Rs.62,336.70 minus Rs.41,780.00). In this light he contended that he is not made aware and not provided the information sought how the matter was proceeded for permanent disconnection and what was the actual reading of the meter in January 2007 when it was permanently disconnected. He expressed his anxiety where the meter has gone and what is the position thereof hence all the while consumer was seeking the revision of bill as the bill issued was not in tune with actual position, at times reading is shown is zero and at times figure is maintained as it is. Further, he contended that though the liability worked out by him is to the extent of Rs. 20,556=70 it is too meager amount. Though any interest is worked on it, dues would have been to the tune of Rs. 26,000=00 as on that date and thus the arrears should have been totally wiped out, out of RLC refund if it had been adjusted. Accordingly the amount of Rs. 82,001=00 is of disputed aspect which has not been satisfactorily been explained by the licensee. He made a statement if the figures of last reading of the meter when it was taken out towards permanent disconnection and report thereof would have been provided, he would have been able to know the position, so also

the details of adjustment done of the units utilized prior to August 2006 and shown as adjusted in August 2006.

8. On behalf of licensee, the representative just pointed out that against the consumer already matter is subjudice under section 55 of Electricity Act and it is pointed out by other side that it is an independent aspect which is pending in Sessions Court and it will take its own course. We find present aspect of P. D. is not on that count or it is not the claim of Licensee, specifically that the amount now claimed is adjusted to the said claim. Further we had made it clear to the representative of Licensee considering pendency of matter nearly for an year needs to be attended in a required spirit with a sensitivity.
9. Representative of Licensee Mr. J. P. Kini was made aware of the factual aspect on 23/08/2012 and requirement of clarifying the position from Licensee's end on 29/08/2012. But none attended on behalf of Licensee on 29/08/2012. Accordingly position not clarified, no upto date CPL placed on record.
10. We took review of total matter. Mr. Harshad Sheth explained the position of RLC i.e. Regulatory Liability Charges and its importance which is already noted by this Forum in its previous order. He has summarized that for the period from 2003 to 2006 for 33 months from consumer, 50 paise per unit was provided to the Licensee by way of loan and MERC directed to refund it with interest with the particular percentage of total payment and the said repayment schedule was fixed from July 2008. He submitted in this matter from consumer totally an amount of Rs.1,51,083/- was collected as RLC but it is not reflected in CPL. However, it is pointed out by Mr. Harshad Sheth that in a reply submitted by the Licensee through Nodal Officer in this matter previously on

22/11/2010 it is clarified that upto the month of December 2010 RLC to be refunded was to the tune of Rs.73,504.18 and interest thereon upto the month of November 2010 was Rs.5,783.72. Mr. Harshad Sheth at this juncture submitted fresh calculation of amount on RLC to be refunded till this month i.e. August 2012 and monthly installment, quantum comes to Rs.1,13,564.07 plus interest of Rs.15,399.14 and total comes to Rs.1,28,963.21. He submitted this is the amount of refund available by the end of August 2012. He further clarified that in spite of pursuation by consumer directly in this Forum and pray before MERC, no any aspect is discussed about the reading shown in August 2006 and December 2006 whereby consumption is shown as zero unit but amount is recovered by issuing bill. Thereby this quantum is worked out by the Licensee to the tune of Rs.81,230.24. However, consumer as noted above worked out dues to the tune of Rs.20,556.70. Accordingly consumer's representative submitted that at the most out of the total refund at this stage i.e. Rs.1,28,963.21 an amount of Rs.20,556.70 is to be reduced and balance to be refunded. Though contention is raised that refund amount is adjusted but there is no any adjustment done by the Licensee. Further it is submitted by the representative of consumer that due amount as per the calculation of consumer by July 2007 was of Rs.20,556.70. However, as on April 2009 as per the rules of Licensee interest thereon should have been about Rs.5,242.00 totaling to Rs.25,799.00 and this figure is reflected in the affidavit filed by the consumer before MERC. Said affidavit is dated 21/11/2011 which was submitted before MERC in Case No. 63/2011. Accordingly representative of consumer submitted if this



amount could have been considered upto the month of April 2009, the RLC amount and this liability could have matched and there would not have been any due from either side. However, this is not done. Accordingly it is submitted that out of the outstanding refund amount, at the most Rs.25,799.00 can now be reduced and thereby balance comes to Rs.1,02,894.00. The said amount is now sought as refund.

11. In respect of refund of security deposit and interest thereon it is submitted that the consumer is praying for restoration permanent disconnected supply which shown in the CPL of January 2007 and continued till this date as noted in the website of Licensee regarding permanent disconnection. He contended that the permanent disconnection is not done as per the rules. There is no any notice as such for permanent disconnection. The meter was taken out as consumer complained that it needs to be tested but neither testing report is submitted nor intimation of permanent disconnection is given and therefore the supply is to be restored. In case of order for such restoration is given then there is no question of refund of security deposit or interest thereon which will continue for the said restoration of meter and if any more additional security is required which Licensee is at liberty to seek in the bill as per the rules for which consumer is ready. Accordingly now these submissions are made support with documents.
12. We at this stage find that for the month of August 2006 consumption reading is shown as zero units. However in the bill issued for the month of August dues but worked out to Rs. 41,778=21. Amount of Rs.41,708.00 is already paid on

21/08/2006. For September, October and November 2006 further liability is shown but figures not correctly worked out and explained. Accordingly consumer's representative submitted that relief to be granted towards RLC and directing restoration of supply.

13. Lastly, representative of consumer submitted that compensation be paid towards going for permanent disconnection without following the procedure of aspect as prescribed in the rules. He has submitted as per clause 8 of MERC regulations, more particularly 8.2 (c & e) this Forum may consider the aspect of compensation. Learned representative of consumer firmly submitted that there is no any such specific mention in standard performance of distribution of Licensee prescribed by the Commission. However, taking out meter without intimating in itself is an act which needs consideration from this Forum.
14. From the aforesaid discussion it is clear that claim of RLC of the consumer needs to be allowed. Consumer has taken pains to work out the said figure of RLC dues by the end of August 2012. Said figure comes to Rs. 1,13,564=07, interest is worked out to the tune of Rs. 15,399=14, total amount is of Rs. 1,28,963=21. It is also fact that even consumer has worked out his liability to pay amount towards arrears to the tuner of Rs. 20,556=70. However, he contended that till April 2009 he is persuing the aspect and had submitted that his RLC amount to be adjusted as on that date even on the outstanding dues of Rs. 20,557=70, interest Rs. 5242/- and total amount at that time was to the extent of Rs. 25,799/-. Accordingly the admittedly liability to the tune of Rs. 25,799/- is to be deducted from the aforesaid refund available

towards RLC with interest i.e. Rs. 1,03,164=21 (Rs. 1,28,963=21 (-) Rs. 25,799). This figure we are required to allow as consumer is approaching authorities Forum, MERC but his matter is not taken care of by the officers of Licensee and they have not taken care to place before this Forum what was the exact position of reading available in between July 2006 and August 2006 and what was the reading of meter in January 2007 when it was permanently disconnected. All the while consumer representative submitted if those details are provided he will be able to look into it and will be able to accept the liability but no such particulars are given. Accordingly we have expressed our inability to substitute the claim of Licensee without any material. Hence claim of consumer towards RLC dues and interest there on till end of August 2012, further from the said dues liability of consumer with interest till April 2009 is to be deducted hence said refund amount comes to Rs. 1,03,164=21 as per consumer's calculation subject to verification by Licensee.

Second prayer of consumer pertains to refund of Security Deposit. However connection itself is not continuing, it is permanently disconnected in January 2007. However consumer has requested it's restoration though on behalf of Licensee a barred statement is made contending that as dues are not paid in time, arrears were there, hence P.D. is done. Towards it no any documents is placed on record, no notice of P.D. is served, what was the last reading of the meter is shown, it is not clarified what happened to the contention of consumer that meter was required to be tested and that the meter was taken out, whether it is tested or not. No any such report is submitted, no details are provided

and hence we find this aspect clearly leads to a clarification that the step taken by the Licensee resorting to P.D. is found not in consonance with the Law and Rules, hence it is necessary to direct the Licensee to restore the said P.D. connection.

We appreciate the contention of consumer representative that when said restoration is being directed, he is not entitled to refund of S.D. but liable to pay additional S.D. if any required to be paid. Hence this further grievance is to be redressed. Prayer of consumer towards compensation cannot be considered by this Forum as provisions are not speaking about it.

In this matter hearing was taken from time to time, officers of Licensee were to provide the required details. Those were not provided. Matter was again taken up and being decided, it could not be dealt in 60 days. Hence the order :

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

- 1) Further Grievance of the consumer brought before this Forum is liable to be redressed.
- 2) Licensee is directed to restore consumer's permanently disconnected connection within 15 days.
- 3) Licensee is directed to refund / adjust the amount of Rs. 1,03,164=21 towards RLC and interest due till end of August 2012 as calculated by consumer after verification and if any difference in calculation is noticed, it be brought to the notice of consumer. Said adjustment be done in the ensuing bills.

4) Licensee to submit compliance report within 45 days from the date of receipt of this order.

5) The Consumer if not satisfied, can file representation against this decision with the Hon. Electricity 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”.*

6) 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”*

Date : 14/09/2012

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

(R.V. Shivdas)  
Member Secretary  
CGRF Kalyan

(Sadashiv S. Deshmukh)  
Chairperson  
CGRF Kalyan