



Consumer Grievance Redressal Forum, Kalyan Zone

Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) - 421301
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Date of Grievance: 26/12/2013
Date of Order : 17/05/2013
Period taken : 142 days

ORDER IN GRIEVANCE NO. K/E/678/799 OF 2012-2013 IN RESPECT OF NIKITA TRANSPHASE ADDUCTS PVT. LTD. OF BOISAR, DIST-THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL

M/s. Nikita Transphase Adducts P. Ltd.

Plot No. N – 181 MIDC Tarapur

Boisar, Dist : Thane : 401 506

Consumer No. 073 010 139 497

Here-in-after
Referred
As Consumer

Versus

Maharashtra State Electricity Distribution

Company Limited through its

Asst. Engineer, Boisar Industrial Sub-Divn.,

Boisar, Tal-Palghar

(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 conformed 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.-V consumer of the licensee. The Consumer is billed as per the L.T.-V Tariff. Consumers registered grievance with the Forum on 26/12/2012 for Excessive Energy Bill.
3. The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0007 dated 01/01/2013 to Nodal Officer of licensee. The licensee filed reply on 11/2/2013 & 4/5/2013.
4. On behalf of Consumer, its representative, Mr. Harshad Sheth, is present. He is heard and on behalf of Licensee Mr. A.P. Borkar, Jr. Engineer, Boisar, with Mr. Jaikar, Asst. Accountant, Boisar attended. They are heard.
5. On the basis of submission made and documents placed on record following factual aspects are disclosed:-
 - a) Consumer is having supply from 30/5/2010 as L.T.-V bearing Consumer No.073010139497. Initially meter installed was bearing no.09039764 but Consumer on 25/7/2011 complained that said meter is running fast, reading is not correct.
 - b) There was change in the sanctioned load in March '10.
 - c) Meter was changed on 9/8/2011 and new meter is installed bearing no.09271919.
 - d) The Consumer received bill of October '11 dated 5/10/2011. It was for previous consumption to the tune of 58,253 units. But for the said month it

was hardly of 684 units. Quantum of total bill was of Rs.3,05,170/-. About it, the Consumer raised dispute with the Officers of Licensee by writing letters on 17/10/11 & 14/11/11.

- e) Consumer's meter was accu-checked on 16/1/2012. It was found OK. Copy of report was provided to Consumer on 29/2/2012.
- f) Consumer received letter dated 31/1/2012 of the Licensee for paying due amount of bill or facing disconnection and said letter was replied on 1/2/2012. In addition to it, Consumer reiterated his stand that meter itself is defective, reading is not acceptable and hence sought its testing by writing letter on 7/2/2012. However, under the threat of dis-connection, Consumer was required to pay dues, he paid off the dues totalling to Rs.329,541/- on different dates.
- g) Consumer was not provided with any relief by Licensee hence he approached IGRC on 21/10/12, but even IGRC not responded; order was not passed and hence after 60 days of the Application, Consumer approached this Forum on 26/12/12. IGRC not passed the Order till date. This Forum at the initial stage informed the IGRC making it clear vide letter dated 21/1/2013 to consider for deciding the said matter till 9/2/2013. To it, there is no response.
- h) In response to the Consumer's grievance on behalf of Licensee reply dated 8/2/2013 is submitted contending that bill is issued as per the reading and that meter was tested on 16/1/12 on spot in presence of Consumer and it was found correct. Even it is contended that MRI data was collected. Accordingly along with the MRI data and CPL, details are placed before

this Forum. Thereafter as Consumer contended this meter is to be tested in a laboratory which recommended or recognized by MERC, National Accreditation Board for Testing and Calibration Laboratories (NABL).

- i) Accordingly during the course of hearing this Forum found it fit for directing the Licensee to have the meter tested from NABL and order to that effect is passed on 22/2/2013.
 - j) Accordingly, report of testing was received on 20/4/2013 and its copy is placed on record by the Officers of Licensee and thereafter the matter was taken for hearing. On behalf of Licensee one more letter is placed on record dated 4/5/2013 on 6/5/2013 with copy of meter testing report, clarifying that meter which was sent for testing to the laboratory of Larsen & Toubro, Mysore, it was found defective and it was recording abnormal energy. In this light both sides made submissions.
6. On behalf of Licensee it is submitted that as per the report of the laboratory of Larsen & Toubro Company, it is disclosed that meter is not working properly and conclusion of the said report reads as under:-

“Recording of magnetic tamper in field is suspected because of failure of magnetic card and due to magnetic logging meter has recorded abnormal energy recording.”

Further in the said report while analyzing the facts it is noted that “data meter recorded magnetic tamper for 63 times and duration of 81 days, 1 hour, 35 minutes”. Accordingly abnormal magnetic influences noted and found that magnetic sensor card was defective. This aspect is clarified by the Officers of

Licensee in the letter dated 4/5/2013. Accordingly there no dispute about the fact that meter itself is defective.

7. As meter is defective, C/R claimed that it falls under MERC Regulation 2005, Electricity Supply Code, Regulation 15.4.1, i.e. charging the Consumer in case of defective meter. It is submitted that defect is of such nature then it is not speaking about result, as slow meter, or fast meter or that it has stopped recording supply, but it is of other category and defect cannot be precisely attributed for calculation in fixed terms. Accordingly it is submitted that in case of such defective meter relief is to be given. In this regard it is submitted that there is no clue available from the record of the Licensee how the quantum of 58,253 units is worked out. It is submitted on behalf of Consumer that such working if considered then it supports the finding of defective working of meter concluded in the report of Larsen & Toubro Laboratory.

It is contended by C/R that on the basis of MRI report submitted by Licensee for the period May to June '11 figures are available and units consumed for May is of 445 units; June '11 of 374 units, and; July '11 is of 398 units and meter is replaced in Aug.'11 and at that time dispute was raised. Accordingly, C/R submitted on going through the aforesaid clause 15.4.1 of Supply Code, the liability is to be worked out for last three months from the date of dispute, that too, on the basis of the result of the defect shown in the laboratory testing, as noted above, defect is shown but it is not an aspect of slow meter, fast meter or stopped meter, but it is a defect in the working of meter and hence he submitted that three months liability if at all to be raised, then it is for three months prior to his complaint dated 20/9/2011. In other words, he is to be charged only for 3 months, i.e. June and July and August of

2011. He submitted that readings of June & July 2011 are available in MRI report produced by Licensee; those are to the extent of 374 and 398 units but August figure is not available and it can be now worked out on the basis of average consumption depicted in the MRI report of May (445), June (374) & July (398). If these three months are considered together then total comes to 1217 units. Average per month comes to 403 units and hence for Aug.'11 units consumed may be treated as 403 units and accordingly, bill is to be revised showing consumption 374 units for June, 398 units for July '11 and 403 units for Aug.'11. He submitted that accordingly bill be corrected.

8. On the other hand the Officers of Licensee stucked up to their stand that arrears are to be paid; on that average basis right from inception and not just for three months prior to the dispute.
9. C/R on the aspect of the working out the liability on average basis referred to the order passed by Hon'ble Ombudsman, Nagpur in representation No.50/2012 & No.76/2012 and Order is of Ombudsman, Mumbai; in representation No.13/2012. Accordingly he submitted calculations suggested above is as per these precedents.
10. It is a fact that though bill was issued in Oct '11 it included 58,253 units which was of previous period and it covered the period right from inception i.e. from the date of connection, 30/3/2010 onwards. When the meter was installed, initially reading was 09. Subsequently, said reading has not changed but that meter was replaced and new meter was installed. The said meter though accu-checked on 16/1/2012 and its working was found OK, Consumer disputed it and in the meantime, have faced notice of dis-connection dated 31/1/2012. Considering the said threat, Consumer deposited the amount under protest on

different occasions to the tune of Rs.3,29,541/- as per the calculation of Consumer. Thereafter, he sought meter testing. There was no any response to it and Consumer approached IGRC on 21/10/2012. There was no progress, hence he approached this Forum on 26/12/2012. During hearing, before this Forum Order was passed for testing the meter with NABL, i.e. Larsen & Toubro Ltd., Mysore. Ultimately, as noted above, nature of defect is noted and observed that meter is showing abnormal recording of energy. This clearly demonstrated the defect in the meter. This defect is of such a nature, it is not giving exact percentage of meter running slow or fast but it is in the residuary category. If once it is held that meter is defective then aforesaid clause 15.4.1 of Supply Code comes into play and as per the main clause, Consumer is entitled to a relief and said relief is for three months prior to the date of relief. Date of dispute is of 20/9/2011 and three months period covers the months of June, July & August, 2011. Accordingly, we find for giving relief, the reading for these three months is of utmost importance. Actual reading for these three months is not reflected in the meter but Licensee produced MRI report and therein the consumption of units is shown and both sides admitted that said reading for the month of May (445), June (374) & July (398) in 2011. Reading for Aug. '11 is in dispute and hence for considering the quantum for Aug.'11 average is to be worked out for the aforesaid three months reading available from MRI and said average as noted above in the argument of C/R it comes to 403 units. Accordingly, we find it being a defective meter, relief is available to the Consumer and Consumer can be burdened with a liability for three months prior to the dispute. Licensee installed the meter, its reading continued as 09 till it was replaced. Ultimately, it was found defective and there is no any fault of Consumer in it. Hence, it is not possible to accept the contention of the

Officers of Licensee that on average basis right from the beginning Consumer is to be charged. Maintaining the meter, its accuracy is within the duties of Licensee. Said meter was faulty and hence as per clause 15.4.1, relief is to be granted making Consumer liable for three months period only, i.e. from June '11 to Aug.'11 and as stated above, he is to be charged for June (374), July (398) and August (403) totally for 1217 units instead of 58,253 units shown in the bill of Oct.'11. Accordingly, grievance of Consumer is to be upheld and Oct '11 bill issued to the Consumer by the Licensee is to be revised to the extent of addition of 58,253 units; instead of it addition should be of 1217 units. In result, after such revision Consumer is entitled to refund. At this stage, it is necessary to mention that authorized person of Consumer company, with C/R attended and contended that amount is deposited in lacs, that too, under the illegal threat of dis-connection hence after revision of bill the balance amount remaining is to be refunded by cheque without any adjustment in the ensuing bills and interest is claimed on it. We find claim of Consumer cannot be said to be improper. In this light, it is necessary to direct the Licensee to revise the bill, retain amount as per revised bill, out of the amount Consumer deposited under protest towards the disputed bill and refund the balance with interest as per Bank Rate from the date of last payment of disputed dues by Consumer.

11. No doubt, authorized person of Consumer gave vent to the feelings that unnecessarily Consumer is forced to approach the Officers of Licensee but without any proper response was forced to approach this Forum and appropriately the concerned are to be dealt. We find that feeling of the

Consumer is not disputable. We hope that definitely such aspects will be sensibly dealt by the concerned.

I agree

**(Sadashiv S. Deshmukh)
Chairperson, CGRF Kalyan**

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

View of Member Secretary (Shri R. V. Shivdas) :

I have gone through the above reasoning. I am not agreeing to it. The bill of Oct.'11 issued by Licensee to the Consumer is to be revised on the basis of average of 403 units per month with effect from the date of connection.

**(R.V. Shivdas)
Member Secretary
CGRF Kalyan**

12. This matter could not be decided in time as meter was sent for testing during pendency of matter in Forum, its report placed on record with reply dated 4/5/2013 on 6/5/2013.

Hence the order by majority

O-R-D-E-R

- a) Grievance of consumer is upheld.
- b) The bill of Oct.'11 issued by Licensee to the Consumer to the extent of including 58,253 units is set aside and the Licensee is to revise it as discussed above for 1217 units. Licensee during revising the bill deduct the due from the amount which Consumer has deposited under protest, which Consumer claims as Rs.329.541, on verifying the correctness of deposit balance be

refunded by issuing cheque within 30 days from the receipt of this order and submit compliance within 60days.

- c) 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.

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

- d) 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 : 17/05/2013

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

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan