



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
Ph- 2210707, Fax - 2210707, E-mail : cgrfkalyan@mahadiscom.in

No. K/E/856/1050/2015-16

Date of Grievance : 10/04/2015

Date of Order : 26/06/2015

Total days : 77

IN THE MATTER OF GRIEVANCE NO. K/E/856/1050 OF 2015-16 IN RESPECT OF M/S. BUNTS INDUSTRIES PVT. LTD. 48/49/50, SHAHAPUR INDUSTRIAL ESTATE, TAL. SHAHAPUR, DISTRICT-THANE- 421 601 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN FOR NON IMPLIMENTATION OF PREVIOUS ORDER PASSED IN GRIEVANCAE NO. K/E/803/962/2014-15 DATED 10/07/2014 FOR REFUND OF DPC & INTEREST WRONGLY CHARGED.

M/s. Bunts Industries Pvt. Ltd..
48/49/50, Shahapur Industrial Estate
Tal. Shahapur, District-Thane-421 601 ... (Hereinafter referred to as Consumer)
(Consumer No. **015559050460-HT**).

V/s

Maharashtra State Electricity Distribution
Company Limited through its
Nodal Officer/Exe. Engineer,
Kalyan Circle-II, Kalyan. ... (Hereinafter referred to as Licensee)

Appearance-For Consumer- Mr. B.R. Mantri consumer's Representative

-For Licensee - Mr. Panpatil, Nodal Officer, KC-II &
Mrs. P.P. Kale- Asst. Acctt. KC-II.

1] This Grievance application of consumer is registered and notice was accordingly issued to Licensee vide this Office letter No.EE/CGRF/Klynz/082 date 10/04/2015. The hearing was scheduled on 27/4/2015. On the date of hearing, the Licensee representative, i.e. Nodal Officer of Kalyan Circle-II requested for adjournment vide his letter dated 27/4/2015 for submission of the reply in reference to the previous order given in respect of M/s Bunts Industries in case No. K/E/803/962 dated 10/7/2014. Considering the request the Forum granted adjournment to 26/5/2015.

Meanwhile, the Nodal Officer of KC-II submitted reply vide letter SE/KC-II /HTB/1800 dated 12/5/2015 and contended that they have revised the previously issued bill for the amount of

Rs.7,57,990/- , now to the tune of Rs.183259/-. Licensee further stated that the said consumer had paid Rs.184932.76 Ps. vide receipt No. K-211401189 on 9/9/2014 and the difference of Rs.1673.76 Ps. will be refunded to the consumer.

On the next date of hearing, i.e. on 26/5/2015, Nodal Officer of KC-II submitted reply vide letter SE/KC-II/HTB/2041 dated 26/5/2015 stating that the DPC and interest which was wrongly charged in final bill for Rs.9386.49 Ps and interest on security deposit not credited which was to the tune of Rs. 14330/- after deducting TDS will be given within 15 days to the consumer. Considering the reply the case was again adjourned to 22/6/2015.

Meanwhile the Licensee replied vide letter 2298 dated 15/6/2015 stated that the total amount of Rs.23,717/- towards DPC and interest wrongly charged in final bill issued for Rs. 9,386.49 Ps and interest on security deposit not credited for Rs.14,330/- after deducting TDS has been given refund vide cheque No.002659 dated 30/5/2015. The cheque is handed over to the consumer.

At the time of hearing on 22/6/2015, the consumer's representative Mr. B.R.Mantri submitted an application dated 20/6/2015 and confirmed that consumer has received the balance payment of Rs.23717/- by cheque towards the full and final settlement of consumer's account. The CR further stated that the consumer is satisfied and now he has no grievance towards this application. Hence, he is withdrawing the application. In this light, this grievance application is allowed to be withdrawn.

Hence order.

ORDER

The grievance application No.K/E/803/962 OF 2014-15 stands disposed off.

Dated: 26/6/2015.

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

(Chandrashekhar U.Patil)
Executive Engineer-Cum-Chairperson,
CGRF, Kalyan

I] **Liability of Licencee to bear charges towards metering equipments and allied as per MERC Regulations:**

5] During hearing, CR relied on order of MERC in Case No. 70/2005 dated 8/9/2006 followed by order of the Hon'ble Ombudsman bearing case No. 35/2012, order of CGRF Nasik, in grievance No. 59/2011 dated 2/8/2011. In all those matters, it is reflected that metering charges are to be borne by Licencee and therein, direction given to Licencee to refund the cost of said meter to the concerned. This decision of MERC is delivered on the representation of Licencee as it was facing various difficulties.

It is argued from Licencee's side, that as per the sanction order, in this matter, consumer was to provide metering equipment. The question is whether it is to be read as a mere direction or compulsion to provide metering equipment by consumer. In other words, there is a provision available in Section 55 of Electricity Act wherein the consumer may provide his own meter. The word is used **when "consumer elects to have"**, in other words, it is a option available always to the

consumer. In this light, it is to be decided. whether in this matter consumer was asked to give option and it had opted for providing it's own meter.

6] Admittedly, on plain reading, of sanction order dated 03/9/2012, it is not giving an impression that option was asked and given by consumer, but it is explained by Officers of Licencee that existing position, as on that date, is, required to be borne in mind. In this light, they submitted that consumer has not objected for the sanction order, till to the date of complaint filed with the IGRC and Licencee on 1/4/2014. In the sanction order dated 3/9/2012, in Clause No.6 documents to be furnished stated and in clause No. 7 test reports to be submitted and Clause No.8 about metering to be provided, is, clearly mentioned and it is directed that it was to be done by consumer. It is contended that as per the sanction order, without any objection or resistance, consumer had complied it. Accordingly, it is contended that in case if, these aspects are complied by consumer then Licencee will not be able to charge any amount towards the said aspect by way of deposit/security/for meter or service charges towards laying down service line. It is contended that as per the provisions of Electricity Act referred above, it is an option exercised by consumer and hence this voluntary act cannot be read against the Licencee.

In reply, it is contended that Licencee not recovered any metering cost. Meter is provided by Licencee. Further it is contended that orally consumer has opted to purchase metering cubicle which was allowed as per Sec. 55 (1) of Electricity Act. It is contended that Licencee has charged 1.3% supervision charges (normative charges) of Rs.2,840/- against the estimated sanction. It is claimed that said work, consumer has undertaken, hence Licencee has applied the said supervision charges. It is further contended that the meter cubicle and allied equipments towards which consumer is seeking relief, remains to be it's property. On this ground, it is contended that consumer is not entitled for any refund as such towards these expenses.

7] Now question needs to be replied whether it can be said that consumer has exercised option, to provide meter and allied items or it is Licencee who forced the consumer to provide. If, it is concluded that consumer has opted it, then consumer will not be entitled to have refund of it's cost. If, it is concluded by drawing inference, that

consumer was forced to provide those meters, then consumer is entitled to reimbursement of the meter cost and expenses.

Along with grievance application on page no.20, there is chart showing estimate of expenditure. It covers different aspects. Consumer's representative claims it covers meter and allied works. He further claims that these expenses were to be borne by Licencee and as consumer has borne it, consumer is entitled to reimbursement. On behalf of Licencee, it is submitted that meter is provided by Licencee and the work is done under DDF. Consumer has opted for DDF and hence, consumer is not entitled to any reimbursement of it, it happens to be sole property of consumer and consumer was simply to pay 1.3% supervision charges. Accordingly, it is contended by the Licencee that total amount cannot be directed to be refunded. They referred to refund of cost of meter and claimed that it will not arise as it is provided by the Licencee.

8] We tried to find out exactly what is the scope of DDF. Though consumer is relying on the orders of MERC towards notion of DDF, we find it proper to refer to the definition of DDF in Supply Code Clause 2.1 (g). As per said definition meaning of DDF is 'providing some facilities' but it is specified that 'a service line' is not included in it. Accordingly service line is not covered in DDF. In this matter also Licencee claims that service line and meter are the only two aspects dealt as DDF. As perceived by us meter is installed, service wire connected to it and hence if, service line is not included in the DDF. Meter can not be said to be an item, attracting or included in DDF. It is a fact that second argument is already advanced that as per Section 55 and Section 47 of Electricity Act, there is provision for providing supply through electric meter and electric meter is to be provided by Licencee and there is an option available to the consumer to provide its own. Licencee provided the meter hence, question of refund of its cost will not arise. But question is, whether service line was said to be component available for including in DDF. It is a fact that in this matter no service line charges are recovered by Licencee from consumer. Service line charges are borne by consumer. Consumer claims that those were to be borne by Licencee, but he was forced by Licencee to bear it. Officers of Licencee claimed that

if they would have gone for providing service line, it's charges could have been recovered from the consumer, however, as consumer opted and agreed to lay down it's service line at it's own cost, it was permitted and only 1.3% supervision charges are recovered and hence, it is claimed that consumer is not burdened with service line charges. On this count, it is submitted that, it is the consumer who opted, but consumer's representative strongly submitted that consumer has not opted .

9] We find aspect of DDF is not at all applicable though in sanction order it is mentioned, it ought not to have been used. But only because it is used, it will not make the aspect as DDF. We are clear neither meter nor service line can be covered under DDF. Hence, arguments advanced by Licencee on this count are not acceptable.

However, it is clear that in respect of service charges there is a order of Hon'ble MERC i.e. 70/2005, wherein it is clearly laid down that service line can be laid down at the cost of the party and supervision charges to the extent of 1.3% are to be paid by the consumer to the Licencee. This is an aspect which is required to be just borne in mind. Officers of Licencee contended that consumer agreed to have his own meter and to lay service line, as at it's own cost agreeing to pay 1.3% supervision charges, which are actually complied except meter and not objected till complaint to Licencee. These things support the claim of Licencee that consumer has opted to go for his own meter as permissible U/s. 55 of Electricity Act. But in fact meter is provided by the Licencee. Even service line charges are borne by it, paying supervision charges. Precedent relied on by consumer on DDF and meter charges, needs no more discussion due to the option exercised by consumer. Under such circumstances, the claim for refund of meter charges or service line charges totaling to Rs.2 ,21,020/- is not tenable. It is not necessary to comment further on the aspect of any amount spent by the consumer towards service line. If, I would have been provided by the Licencee then consumer was required to pay service line charges for it. In other words, consumer is not relieved of payment.

I

