



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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Date of Grievance : 20/2/2013

Date of Order : 7/5/2013

Period Taken : 75 days

ORDER IN GRIEVANCE NO. K/E/695/821 OF 2012-2013 OF M/S. PRASHANT PLASTIC INDUSTRIES, AMBARNATH (EAST), REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL.

M/s. Prashant Plastic Industries Ltd.
W-75, Additional MIDC,
Anandnagar, Ambarnath [East],
Dist-Thane

(Here-in-after
referred
as Consumer

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Executive Engineer, Ambarnath [East]
Ambarnath

(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 Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress the grievances 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.-IP consumer of the licensee. The Consumer is purchaser of premises wherein P.D. supply was there of M/s. Forward Television Ltd. Consumer registered grievance with the Forum on 20/12/2012, for Excessive Energy Bill in breach of clause no.10.5 of S.O.P.

The details are as follows :

Name of the consumer :- M/s. Prashant Plastic Industries Ltd.

Address: - As given in the title

Consumer No : - 021521352890

Reason of dispute : Excessive Energy Bill as per clause no.10.5 of S.O.P.

- 3) The set of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0118 dated 20/2/2013 to Nodal Officer of Licensee. The Licensee filed reply on 15/3/2013 through Nodal Officer.
- 4) We heard consumer representative's (C.R.) Mr. Mantri for Consumer & Shri Agrawal, Dy. Exe.Engineer for Licensee. We have gone through the reply of Licensee filed on behalf of Licensee. We have even read the detailed papers in the file produced by both sides.
- 5) On the basis of documents on record and arguments advanced by both sides following factual aspects are disclosed, chronologically those are as under:
- a) The Applicant purchased plot no.W75 situating in Ambarnath MIDC from its previous owner M/s. Forward Television Ltd.. accordingly it sought new electric connection from the Licensee in the said plot vide letter dated 2/6/2011 addressed to the Licensee's Dy. Exe.Engineer, O&M Division, Ambarnath. In the said letter it was clarified that previous connection resulted in P.D. and arrears are there towards it which he is ready to pay for the last six months prior to the P.D. on this count bill was sought from the officer.

- b) Exe.Engineer, Ulhasnagar Division-II in response to the above request issued sanction order dated 1/7/2011 issuing firm quotations asking Applicant to pay charges of connection and compliance of conditions.
- c) On 2/7/2011 the said Exe.Engineer addressed letter to the Consumer specifying previous arrears of P.D. Connection for Rs.3,17,065/-.the said payment was sought within seven days and it is on compliance of firm quotation supply will be connected.
- d) In reply to the above letter dated 2/7/2012 Applicant replied on 11/7/2012 clarifying clause no.10.5 of S.O.P. and contended that as per the said clause dues will be of Rs. 12,785.60 and he is ready to pay. Along with the said letter, copy of the order of Hon'ble Ombudsman was enclosed. Further on 16/7/2012 again, Consumer gave letter to the Exe.Engineer expressing willingness to pay as per clause no.10.5 of S.O.P. and requested for releasing connection.
- e) The Consumer approached IGRC on 22//7/2011.
- f) The Consumer addressed one more letter on 29/7/2011 to Exe.Engineer on the same line seeking revision of old bill of Rs.3,17,065/- and expressing willingness to deposit the revised amount **under protest**. Further it is clarified that in case amount is deposited, it is in the light of **awaiting order of IGRC** wherein he has approached on 22/7/2011 and will be acting as per the order of the IGRC and in case payment is found excess it be refunded.
- g) On 29/7/2011 Exe.Engineer obtained legal opinion on this point from Legal Adviser, Kalyan Zone, Kalyan and Legal Adviser provided it. Relying on this opinion on 8/8/2011 Exe.Engineer directed the Dy. Exe.Engineer to prepare a revised bill B-80 and sought its compliance.
- h) As per the direction Dy. Exe.Engineer prepared bill, i.e. B-80 dated 23/8/2011 for Rs.1,09,880/- in place of bill for Rs.3,17,065/-. The said bill was provided to the Consumer who paid it on 29/8/2011 and its communication was given with

copy of receipt to the Dy. Exe.Engineer, O&M Division, Ambarnath on that day itself. The Dy. Exe.Engineer on that directed the Jr. Engineer to release the supply to the Consumer.

- i) IGRC passed the order on 30/9/2011 directing the officers for issuing bills as per clause no.10.5 of S.O.P.
- j) In the light of IGRC order the Applicant by writing letter on 17/10/2011 sought refund of the amount which was deposited on 29/8/201 of Rs.1,09,880/- just deducting from it an amount of Rs.12,783/- which is calculated for the six months period as per clause no.10.5 of S.O.P.
- k) On 17/11/2011 the Exe.Engineer asked Dy. Exe.Engineer to submit proposal for refund as per IGRC order.
- l) The Exe.Engineer after the above letter sought legal opinion of the Legal Adviser writing a letter on 29/12/2011.
- m) As Consumer's letter dated 17/10/2011 was not complied he addressed one more letter dated 16/12/2011 to Dy. Exe.Engineer, Ambarnath.
- n) The Legal Adviser gave opinion vide letter dated 9/1/2011 in response to letter of Exe.Engineer dated 29/12/2011 which was received by Exe.Engineer on 16/1/2012. In the opinion it is clarified that if amount worked out to the extent of Rs.1,09,880/- is recovered correctly as per clause no.10.5 of S.O.P. and as per his previous opinion the above said amount need not be refunded. Further in the opinion it is further clarified that the said Engineer has to verify the factual aspects and in case some excess amount is recovered it may be refunded. The Exe.Engineer forwarded the said legal opinion to the Dy. Exe.Engineer on 25/1/2012 directing him to do further needful. No any action taken on it.
- o) The Consumer approached this Forum on 20/2/2013 as his grievance is not redressed.

- 6) On receiving the grievance in the Forum, the Nodal Officer was informed and matter was scheduled for hearing on 18/3/2012. On that day the Licensee submitted report through Dy. Exe.Engineer, Ambarnath. It is forwarded by Nodal Officer . The matter was further adjourned to 26/3/2013 as per request of C.R. Matter accordingly heard on 26/3/2013. However, as the stand of Licensee about claim of Rs.1,09,880/- was not clear, again it is heard on 29/4/2013. On behalf of Consumer Mr. Mantri, C.R. & for Licensee , Mr. Agrawal, Dy. Exe.Engineer, argued. During their argument they made submissions in tune with their respective stand.
- 7) We find that on the basis of the arguments advanced, legal opinions was obtained by the Officers of Licensee and **on the basis of the first legal opinion of the Legal Adviser of the Licensee the Exe.Engineer had asked the Dy. Exe.Engineer to revise the bill in B-80 that too for six months.** Though the bill is revised from B-80 for Rs.1,09,880/-. It is disputed on behalf of Consumer contending that it is not for six months. However on behalf of Licensee it is submitted that calculation is done from October, 2001 to October, 2004 and payment is done, now there is no question of any refund.
- 8) Though argument is advanced by Dy. Exe.Engineer that amount is paid as per the bill which was to be paid by Forward Television Company and now there is no question of any refund to the present Consumer, we find this is a fallacious argument advanced to Dy. Exe.Engineer, Mr. Agarwal. We are at loss to understand how the Ld. Dy. Exe.Engineer made these submissions without taking pains to consider the facts of the matter which we chronologically noted above. In the above chronological narration it is clearly seen that connection of previous Consumer was P.D. the Consumer who purchased the property sought connection, expressed willingness to pay the legitimate bill of P.D. as per S.O.P. and has deposited amount under protest which is worked out as per B-80, as noted above in

para 5 (f) to (j). Accordingly it is clear that only at the instance of present Consumer this file was moved, payment was made by present Consumer towards the dues of previous owner. This fact is made clear in Consumer's letter dated 16/1/2012 addressed to Dy. Exe.Engineer (O&M Division), Ambarnath [East], which bears acknowledgement of the officers concerned. In the said letter para no.1 reads as under:-

“With reference to above we have paid the old Consumer, M/s. Forward Television Ltd., Cons. No.021520409871, arrears bill dated 23/8/2011 for Rs.1,09,880/- which has issued to us for payment, vide MSEDCL receipt no.1518108 dt. 29/08/2011.”

However, Ld. Dy. Exe.Engineer tried to give turn to the matter which is totally unrealistic. We find minimum care ought to have been taken to read the file and to make appropriate submissions. We find that this aspect is not in tune with the required discipline.

- 9) Consumer towards the liability for six months calculated the dues to the tune of Rs. 12,783.60 only considering fixed charges and Electricity duty. Initially on behalf of Licensee submissions were made for claim of Rs.1,09,880/- as per B-80 calculation from October 2001 to July 2004. As this period was more than six months we directed the officers to clarify the position for six months as per S.O.P. 10.5. In response to it the Officers of Licensee filed reply dated 15/4/2013 and shown working of dues from Aug. 2001 to Jan. 2002 for Rs.30,990.23. It is contended that the supply was temporarily disconnected since Nov. 2001 and considering fictitious arrears from Nov. 2001 to July 2004, dues were worked out.
- 10) It is further submitted, bill of July 2001 is paid by the then Consumer which is reflected in CPL. Accordingly, six months period is considered as stated by the Officers of Licensee for the period from Aug. '01 to Jan. '02. It fits in the proviso to clause 10.5 of S.O.P. which reads “provided that except in the case of transfer

of connection to the Legal heir, the liability transferred under this Regulation 10.5 shall be restricted to maximum period of six months of unpaid charges for Electricity supplied to such premises”. Dy. Exe.Engineer stressed on the phrases underlined.

- 11) In reply to this C/R submitted that temporary disconnection is nowhere noted in the record and it is a mere inference drawn notionally. He contended that as per S.O.P. 10.5 liability of new owner is to pay “maximum period of six months of unpaid charges of Electricity supplied to such premises”. He further contended that supply of Consumer was not cut off, it was not cut off permanently prior to July '04 and even in B-80 calculation as per the report of Fictitious Waival Committee, the fixed charges and duty are shown till Jul '04. Hence this Consumer is to pay simply fixed charges and 6% of electricity duty which is calculated by Consumer, i.e. fixed charges Rs.2,010 x 6 = Rs.12,060, Electricity duty (6% of Rs.12,060 x 6) Rs.723.60, total Rs.12,723.60. on behalf of Licensee Dy. Exe.Engineer submitted if at all six months period as per Consumer 's claim is to be considered then Consumer is required to pay the dues as reflected in CPL from Feb. '04 and as per the units shown therein. Those are as under:

	Month	Units
1	Feb '04	21,217
2	Mar '04	1,783
3	Apr '04	01
4	May '04	01
5	June '04	01

On this count C/R pointed out that meter reading for Feb. '04 to Jul '04 shown as 10,700 units and even said figure of 10,700 is reflected in CPL from Oct '01 onwards. He further pointed out that for Feb. '04 and Mar '04 actual reading is not there, status of meter is “REJ” for Feb '04 and “FLTY” for Mar '04, hence the

consumption of units shown is not recoverable but only fixed charges with electricity duty is to be recovered for these months. Accordingly he submitted that from Feb. '04 onwards for six months fixed charges and electricity duty is to be recovered from Consumer and not more than that.

At this juncture Dy. Exe.Engineer objected about the knowledge of Consumer pertaining to the pervious consumption of the then Consumer and the right to dispute it but we find no force in it.

- 12) We find from the aforesaid discussion that meter is permanently dis-connected and date of such P/D is of vital importance for charging the new Consumer more particularly the new owner. Though an attempt is done to show that right from Nov. '01 there is no proper recording of units and it is treated as a temporary disconnection (T/D), however, T/D is not noted in the CPL, it is an inference subsequently drawn. It is not known why said connection was not made T/D earlier. It is a mute question which Licensee is to find out and answer. However, the date when it is shown as P/D is of importance and we find that it is in July '04. If P/D is in Jul. '04 then the dues of last 6 months are to be from the said date of P/D. The mode suggested by Dy. Exe.Engineer for considering the consumption from Aug. '01 to Jan.'02 is not acceptable. Fictitious Waival Committee while noting the liability has not considered the reading of 21217 units for Feb. '04 and 1,783 units for the month of Mar. '04. Said Committee simply said period from Feb. '04 onwards for fixed charges and duty, hence we find claim of Consumer is to be accepted and period of 6 months is to be calculated as suggested by Consumer and liability which is worked out as stated above to the extent of Rs. 12,723.60 is to be allowed. In result allowing this grievance, Licensee is to be directed to refund to the Consumer from the amount of Rs.1,09,880/- deposited under protest,

deducting therein Rs.12,723.60 thereby an amount of Rs.97,096/- with interest as per Bank Rate from the date of deposit of said amount, i.e. from 29/8/11.

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 action of the Licensee's Dy. Exe.Engineer, Ambarnath (East) Sub-Division as per letter no. DYEE/O&M/Sub Div./Amb(E)/898 dated 15/4/2012 is correct.

(R.V. Shivdas)
Member Secretary
CGRF Kalyan

- 13) This matter could not be decided in prescribed time as matter was required to be re-heard as things were not made clear by the Licensee till 6/5/2013.

Hence the order by majority

O-R-D-E-R

1. The grievance of Consumer is upheld. Licensee directed to refund 97,096/- as discussed above with interest as per Bank Rate from the date of deposit, i.e. 29/8/11. Such refund is to be done within 30 days from the date of receiving this Order.
2. 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"
3. 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 : 07/05/2013

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

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan