



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/844/1029/2014-15

Date of Grievance : 14/01/2015  
Date of Order : 20/02/2015  
Total days : 34

**IN THE MATTER OF GRIEVANCE NO. K/E/844/1029/OF 2014-15 IN RESPECT OF KISANDAS DAYALDAS, SAI BHAVNA KRISHNA PALACE, OPPOSITE BARRACK NO. 129, SHIT NO. 86, UNIT 252, ULHASNAGAR - 421 001, DISTRICT-THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING BILLING DISPUTE.**

Kisandas Dayaldas,  
Sai Bhavna Krishna Palace,  
Opposite Barrack No. 129,  
Sheet No.86, Unit 252,  
Ulhasnagar-421 001,  
District-Thane  
Consumer No.**021510787673**

..... (Hereinafter referred to as Consumer)

**Versus**

Maharashtra State Electricity Distribution  
Company Limited through its  
Nodal Officer/Dy.Executive Engineer,  
MSEDCL, O & M  
Kalyan Circle-II, Sub/Divn-I.

..... (Hereinafter referred to as Licencee)

Appearance for Consumer : Shri Rajput- Consumer's Representative.  
For Licencee : Shri J.L.Borkar-Addl.Exe.Engineer,

(Per Mrs.S.A.Jamdar-Member)

1] Maharashtra Electricity Regulatory Commission, is, constituted u/s. 82 of Electricity Act 2003 (36/2003). Hereinafter for the sake of brevity referred as 'MERC'. This Consumer Grievance Redressal Forum has been

established as per the notification issued by MERC i.e. “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006” to redress the grievances of consumers vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, (36/2003). Hereinafter it is referred as ‘Regulation’. Further the regulation has been made by MERC i.e. ‘Maharashtra Electricity Regulatory Commission. Hereinafter referred as ‘Supply Code’ for the sake of brevity. Even, regulation has been made by MERC i.e. ‘Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2005.’ Hereinafter referred ‘SOP’ for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2005’.

2] Consumer brought this grievance before Forum on 13/1/2015, contending about billing dispute.

3] The brief facts in this grievance are that;

Complainant is a consumer of Licencee, having four meters out of which one is for residence, two for shops and one for Floor mill and his consumer Number is **021510787673**. It is the contention of the consumer that his three meters are installed inside except meter No.12539050, which is installed outside and reading of this meter can easily be taken by the Licencee. Dispute is pertaining to reading taken for this meter, installed outside.

It is further submitted by the CR that readings of these four meters were correct till June 2014 and bills were issued to the consumer as per the consumption. However, though the meter number 12539050 was outside, the meter reader did not take the reading and Licencee issued the bills showing consumption of 6902 units for the month of July 2014.

It is the contention of the consumer that Licencee had issued him bills for the month of January 2014, April 2014, and June 2014, showing RNA status. However, he went on paying the bills, issued regularly. Consumer approached the Licencee with grievance in connection with the bill for the month of July 2014 showing consumption of 6902 units, but according to the consumer, Licencee threatened to disconnect the supply and forced him to pay the bill, which was paid by the consumer by cheque.

In this connection, consumer approached Licencee by making an application dated 15/9/2014 under RTI Act. Licencee replied to this letter on 30/9/2014 stating that the record of photo copies for the month of January 2014, April 2014 and June 2014 not available with the Office. Consumer contended that as per SOP it is the duty of the Licencee to check the meter periodically i.e. once in two months which is not done by the Licencee.

Consumer therefore approached IGRC on 22/9/2014, contending that a wrong bill was issued in the month of July 2014 for 6902 units of Rs.82,280/-. During hearing before IGRC it was noticed that Licencee revised the bills for the months i.e. March 2014 to July 2014. In October 2014 giving slab benefit. Ultimately IGRC dismissed the grievance application of the consumer, observing that the meter of the consumer was tested and found OK during the testing in the laboratory and revised bill is issued to the consumer as per the reading.

Aggrieved by this order, consumer approached this Forum on 13/1/2015 and requested to direct the Licencee to revise the bill for the month of July 2014 and refund the excess amount collected from him with interest and to take action against the erring Official of Licencee.

4] On receiving this grievance it's copy along with accompaniments sent to the Licencee vide this Office Letter No. EE/CGRF/Kalyan /015 dated 14/01/2015.

In response to it, Officers of Licencee appeared and filed a letter dated 31/1/2015 addressed to the Nodal Officer, Kalyan by Addl. Executive Engineer Ulhasnagar stating that on an oral complaint of the consumer matter was investigated and it was found that the meter reader was giving RNA status with malafied intention. Hence the action is taken against this meter reader.

It is further stated by the Licencee that the disputed meter was sent to the Laboratory for testing wherein the said meter was tested on 12/9/2014 and found ok. Considering the grievance of the consumer, Licencee revised the bill for the month of March 2014 to July 2014 (i.e. for five months) giving slab benefits to the consumer and issued the bills to the consumer which is paid on 13/9/2014.

It is also submitted by the Licencee that connected load of the consumer is 11.3 kw and considering the connected load of the consumer average of 1800 units consumption is justified and hence, the question of refunding the amount to the consumer does not arise.

5] We heard both sides and gone through the documents placed on record. In the letter dated 31/1/2015 addressed to the Nodal Officer, it is stated by Addl. Exe. Engineer that the meter reader in that route has given RNA status deliberately, hence action is taken against him and meter reader is removed/discharged from his duties. In the order of IGRC dated 29/11/2014, it is mentioned that the Licencee has taken reading and that "reading of 10320 units was punched in the bill of July 2014" by mistake which has been rectified.

We find that as per SOP 9.1 Regulation, 2005, reading of consumer's meter shall be undertaken by the Authorised Representative at

least once in every three months for agricultural consumers and at least once in every two months for all other consumer.”

But the 2<sup>nd</sup> part of above clause cannot be applied in strict sense as the RNA status is not shown in the CPL of the consumer, continuously for two months.

Licencee has given the consumer slab benefit from time to time and lastly in October 2014. Accordingly, Licencee has taken corrective measures.

In IGRC order Licencee was directed to once again test the meter in presence of consumer. It is seen that even Licencee asked consumer to attend for retesting on 30/1/2015 towards which consumer not attended. Even this Forum at the time of hearing made it clear that as the test report dealt by IGRC was not in presence of consumer and hence Forum intends to direct the Licencee to retesting it afresh and consumer is to attend. However consumer's representative flatly refused to attend for such retesting . Accordingly we noticed that consumer is not intending to have it.

6] We have also observed that there is no any allegation made by the consumer that the amount which is shown as credit in the CPL of the consumer is not correct. Even the consumer is not challenging the test report dated 12/9/2014. Unless there are allegations and those allegations are proved by the consumer, he is not entitled to claim any refund or interest thereon.

The main allegation of the consumer is that the meter reader has not taken the reading of the meter number 12539050 though it is installed outside and bills were issued to him showing RNA status for the month of January, April and June 2014. We find Licencee had taken action against the meter reader. If there would not have been any such action then the Officers of Licencee would have been held responsible.

Consumer has not filed any complaint that the amount adjusted by way of revision is not correct and hence no relief can be granted to the consumer on that count. From the bare reading of complaint of consumer it is clear that he is not happy with the meter readers duty and ultimately tried to find fault with it officer of Licencee. He even tried to contend that though meter was installed outside regularly, reading could have been taken without any hurdle, but purposely it is not taken. We find it is all due to the mischief of meter reader and on noticing it, Officers of Licencee taken action and hence no malafides can be seen with the officers.

In the light of the above observations, we do not find any force in the present complaint. Hence application of the consumer is to be dismissed.

Hence the order.

### **ORDER**

Grievance of the consumer is hereby dismissed.

Dated:20/2/2015

I agree

I agree

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

(Chandrashekhar U.Patil)  
Member Secretary  
CGRF,Kalyan

(Sadashiv S.Deshmukh)  
Chairperson  
CGRF, Kalyan

### **NOTE**

- a) 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”.*
- b) 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”*
- c) It is hereby informed that if you have filed any original documents or important papers you have to take it back after 90 days. Those will not be available after three years as per MERC Regulations and those will be destroyed.





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No. K/DOS/029/968 of 2014-15

Date : 12/8/2014

**IN THE MATTER OF GRIEVANCE NO. K/DOS/029/968 OF 2014-15 IN RESPECT OF PRADIP B.JOSHI, MOHAN PLASTIC, PANJABI COLONY, ULHASNAGAR-421 0003, DISTRICT-THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING ILLEGAL DISCONNECTION OF SUPPLY.**

Pradip B. Joshi,  
Mohan Plastic,  
Panjabi Colony,  
Ulhasnagar-421 003,  
District-Thane

..... (Hereinafter referred to as Consumer)

**Versus**

Maharashtra State Electricity Distribution  
Company Limited through its  
Nodal Officer/Dy.Executive Engineer,  
MSEDCL,  
Kalyan Circle-II, Sub/Divn-III.

..... (Hereinafter referred to as Licencee)

Appearance for Consumer : Shri Pradip Joshi-in person  
For Licencee : Shri Nemade- Spl.Executive Engineer,  
Shri Mahajan-Asst. Accountant

### **OPERATIVE ORDER**

Grievance of the consumer is hereby allowed.

There are arrears pertaining to the previous connection in which new residential supply is sought by consumer and said dues are to the tune of Rs.20,430/-. Consumer is entitled for new supply which is already sanctioned on condition that it be connected to consumer's residential premises, after consumer paying half of the arrears, i.e. Rs.10,215/-, immediately after payment of said first installment, within 24 hours and consumer to pay balance liability of Rs.10,215/- on or before 22/10/2014. The Licencee is at liberty to disconnect the said new supply of the consumer, if arrears not paid by the consumer on or before 22/10/2014.



Licencee to submit compliance of the above within 15 days of receiving this order and further compliance after 15 days of 22/10/2014.

The order is dictated in presence of both sides, they are to act on it.

Copies of orders will be available to the parties in due course.

Dated:12/8/2014

I agree

I agree

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

(Chandrashekhar U.Patil)  
Member Secretary  
CGRF,Kalyan

(Sadashiv S.Deshmukh)  
Chairperson  
CGRF, Kalyan

<b>S.No.</b>	<b>Name</b>	<b>Organisation</b>
1	Shri Sadashiv S. Deshmukh	CGRF
2	Shri Chandrashekhar U. Patil	
3	Sau S. A. Jamdar	
4	Shri khan- Nodal Officer	MSEDCL
5	Shri Nemade- Spl.Executive Engineer,	
6	Shri Kasal-Dy.Executive Engineer	
7	Shri Mahajan-Asst. Accountant.	
8	Shri Pradip Joshi –In person.	Consumer

1] This matter is taken up for discussion. During the discussion, it is disclosed that consumer has applied for residential connection on 4/6/2013, form quotation was issued to him on the very day and accordingly on 21/6/2014 he deposited Rs.1,070/-. On 21/6/2013 meter was issued. However, meter was not actually installed as contended by the Officers of Licencee. But consumer contended that meter was installed, it was there for six days and thereafter it is taken out without any intimation. It is also disclosed that consumer has resorted to remedy about entry on this count and reply was given by Licencee about previous connection was in the said premises, it was industrial supply, resulted in PD in November 2001. It is contended that arrears were thereof said PD meter to the tune of Rs.37,000/- and odd. Accordingly, it is contended by Licencee that when it was disclosed that on the said premises there was PD connection and arrears are there. Hence, now meter cannot be installed.

2] As Licencee has not acted as per SOP, consumer approached this Forum, contending that supply not released, meter installed is, taken out and it is high handed act. Now Licencee came up with only contention that previous PD. Meter speaks about the arrears of only, those are paid, connection cannot be restored or new connection cannot be given.

3] It is a fact that as admitted by consumer in person that he was running industry. There was supply, but supply resulted in PD in November 2001. He explained the dispute that though as supply there for 10 HP, he was charged for 24 P, then he was made to pay as per 14 HP and in that process he was burdened with penalty for exceeding contract load. Accordingly, it is contended that all those calculations are not correct. He has raised objection pointing out that his load was never more than 13 HP. Hence his liability be worked out. It is contended that after his complaint to the Licencee on 3/9/2001, , there is no any written connection to him and in November 2001, said industry supply resulted in PD. On all these grounds, he contended that liability, which Licencee is, claiming will not be to such extent but he is ready to pay as per the load of 13 HP, but he cannot be saddled with any penalty etc.

4] Though, aforesaid factual aspects are clear one, aspect cannot be ignored and it pertains to Licencee, not, making consumer aware about not installing new meter for want of payment, pertaining to previous PD meter. Thus, we find, not in tune with requirements, it is necessary to mention all the while, it is consumer who is running from pillar to post, he was not provided with required information. He opted it under the right of Information, but though Officers of Licencee are legally bound to issue necessary clarification , demanding the amount as per their record, they are not doing it, but using a legal method for installation of meter itself. This could have been avoided by issuing appropriate clarification demand. We tried to find out and way out, but both sides are adamant on their own contentions to direct the consumer to pay amount on any approximate calculation or allowing the Licencee to give connection subject to said settlement of dispute is, also found not possible. Hence we directed, that let Licencee to appropriate issue clarification/demand notice to the consumer about their due amount towards PD connection. It be done within 8 days from this order and thereafter consumer is at liberty to consider it within further one week and this matter be fixed on 5/8/2014 at 12.30 hours.

Dated:21/7/2014

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

(Chandrashekhar U.Patil)  
Member Secretary  
CGRF,Kalyan

(Sadashiv S.Deshmukh)  
Chairperson  
CGRF, Kalyan

Matter resumed today, is, on behalf of consumer, additional contention is placed on record in writing. Licencee has also placed on record reply to the plea raised by consumer on the last date.

2] During the hearing, it is re-agitated that consumer was ready to pay the amount, but bill was issued, showing the arrears which were subjudice in Civil Court. It is contended that bill ought to have been given penalty of current consumption that disputed dues ought not to have been shown, the consumer could have directly acted

on it, paid the amount. As it was not done, consumer was required to follow the hurdle of taking that bill to the Officers of Licencee and seeking endorsement on it for paying undisputed amount. During this process, required time gap available for consumer to pay and to seek prompt payment is reduced. Accordingly, it is contended that though

cheques deposited on the due dates or prior to it, those are not realized in the prescribed due dates of payment. It resulted in incurring penalty and hence, It is contended that it is fault of Licencee. Secondly, it is contended that handing over cheque is within the powers of consumer but sending it for encashment, is, within the powers of Licencee and there is no discussion left to the consumer in that respect. Hence, if cheque is deposited belatedly then consumer cannot be penalized by levying the penalty charge.

3] In this regard, one important thing needs to be noted. It pertains to the alleged dispute in Civil Court. We sought copy of said order passed by Court. However, copy was not placed on record, but CP pointed out to us that injunction application in the said suit, wherein there is prayer for restraining the Licencee from disconnecting the supply for want of payment of disputed dues. Said prayer is not allowed at the interim stage. Simply the Hon'ble Court has issued show cause notice. Accordingly, there is no any stay order as such.

4] On noticing the fact that though there is disputed in Court,. There is no stay for recovery of dues, though there is prayer for restraining the Licencee from disconnecting supply for want of that payment. Under such circumstances, question comes up whether any fault can be found with the Licencee, who issued the bills covering the amount involved in the said Civil suit wherein there is no stay and including the disputed amount in the current bill cannot be **faulted** and it cannot be said to be illegal. Secondly, it is a fact that consumer has not paid the disputed amount but sought relief from the Officers of Licencee every month, seeking liberty to pay only current bill and accordingly, Officers of Licencee without any hesitation exceeded to the request of consumer and given endorsement. Accordingly, this facility

enjoyed cannot be read against the Licencee, treating the date of endorsement as date of giving bill and allowing any extension of time for seeking benefit of prompt payment or allowing refund of DPC.

5] In this regard, consumer's representative expressed his intention to place on record the details such as bill dated, bill correction date, date of cheque and handing over the date of cheque honoured ,date of receipt issued, after cheque was encashed. He is given liberty to file it.

5] In view of the above, total dispute involving around the bills issued, cheques given, after taking endorsement from Officers of Licencee and those cheques not realized on the date fixed for payment whereby prompt payment is available. Secondly, point is that if there would have been prompt payment, consumer would have got said incentive for prompt payment, but in addition, he would have got refund of delayed payment charges.

(Mrs.S.A.Jamdar)  
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Chairperson  
CGRF, Kalyan

