



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) - 421301
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Date of Grievance: 4/3/2013
Date of Order : 30/4/2013
Period taken : 57 days

IN THE MATTER OF GRIEVANCE NO. [K/E/700/826 OF 2012-2013](#) OF SHRI MAULA SAHEB KHWAJA SAHEB CHOUDHARY OF AMBARNATH [WEST], REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL

Shri Maula Saheb Khwaja Saheb Choudhary,
Khwaja Chawl, Ambarnath (West),
Dist-Thane 421 501
Consumer No. 021520083356



Here-in-after
Referred
As Consumer

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Exe.Engineer, Ambarnath Sub-Division



(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 was a L.T. Residential consumer of the licensee. The Consumer is billed as per the L.T. residential Tariff till the date of P/D and till seeking of reconnection. Consumers registered grievance with the Forum on 4/3/2013 for Excessive Energy Bill.
3. The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0155 dated 5/3/2013 to Nodal Officer of licensee. The licensee filed reply dated 15/4/2013.
4. Consumer in person and on behalf of Licensee Shri Giradkar, Nodal Officer, Shri A.M. Kale, Dy. Exe.Engineer, Shri T.C. Bhoir, Asst. Accountant, attended. They are heard.
5. On the basis of submissions made, material on record, following factual aspects are disclosed:
6. Applicant Consumer was availing power supply of Licensee from 23/10/1980. He has his meter no. 223311 replaced on 23/08/2006 and in its place new meter no.02322400 was installed. At the time of replacement of meter reading of old meter was 3704 and of new meter it was 004. Replacement of meter, though done on 23/8/2006 its entry was not carried out in billing register till Nov. 2007. Said entry is taken in Dec. 2007 and bill was issued for Rs.33,330/- towards the units utilized till then. On that date meter reflected utilized units 7877 and previous consumption noted in the CPL was 1305. Accordingly for 6568 (7877 – 1305) bill was prepared on 27/2/2006 covering 15 months for rs.33,330/-

7. On receiving the said bill consumer disputed it on 3/3/2008 on the ground that bill is excessive. Meter was sought to be tested and towards it Consumer deposited Rs.100 on 8/10/2008. Accordingly said meter was taken out on 5/1/09 and tested on 22/1/2009, it was found OK, when meter was taken out and in its place other meter was installed.
8. Further, the connection of Consumer resulted in P/D on 29/3/2009 as dues were not paid. At the time of P/D reading was of 0357 and total dues were of Rs.68,187/- including bill amount of Rs.58,086.86 and interest of Rs.7,221.96 ps. Last payment as per CPL was of Rs.500 dated 16/2/2008. Meter resulted in P/D on 29/3/2009, dues were not paid till 13/10/2012 when Consumer approached seeking new connection. As Consumer was seeking connection in place of P/D meter question was of payment toward P/D meter
9. Consumer submitted that he paid the previous bills regularly whichever were received till 16/2/2008. However heavy bill for Rs.33,330 was received on 27/2/2008 which he was not able to pay, he has not utilized the consumption shown and he being poor he cannot be fastened with this liability. Accordingly he claimed that he is not made aware why for this heavy bill is issued.
10. Consumer was made aware during hearing on the aforesaid aspects and failure on the part of the Officers of Licensee not recording the aspect of meter replaced on 23/8/2006, its reading was not taken and that fact was noticed in Nov. 2007 as such in Dec. 2007 actual reading noticed was 7877 units and reducing therein previous units shown therein to the extent of 1305 bill for 6568 was prepared on 27/2/2008 quantifying to Rs.33,330/- and it was a bill covering period of 15 months from 23/8/2006. The Consumer tried to contend that his family is hardly of three persons, there is only one room and with bare electricity and hence this particular quantum he is not able to bear.

11. On behalf of Licensee aspect is made clear that as on the date of P/D, i.e. on 29/3/2009 the dues were to the extent of Rs.68187.00 whereas as on the date when new connection is sought by Consumer it is to the tune of Rs.5892.21ps. towards the electricity charges + Rs.4043.10 towards previous interest upto P/D + Rs.42,424.71 ps. from the date of P/D till the date of seeking connection, i.e. 13/10/2012. Accordingly total dues are worked out to the extent of Rs.105,391.02. We made aware to the Consumer that when meter is tested, as per report it is O.K., dues worked out found correct and hence whatever units are disclosed till the date of taking out of meter for checking is to be considered and whatever utilized units shown in the meter payment is required to be done towards it.
12. At this stage the Officers of Licensee submitted considering the extension of time now made available for "Abhay Yojana", interest of previous period is of Rs.4043.10 + subsequent interest is of Rs.42, 424.71 is not to be recovered totally but as per the said "Abhay Yojana" it is now limited to Rs.2,530 provided the said interest with principal due amount of Rs.58,923.21 which is to be paid, is paid in lumpsum.
13. Accordingly it was left to the option of Consumer to think about it. Accordingly if he accepts then he is required to pay in lumpsum Rs.58,923.21 + Rs.2,530 towards interest. If he is not accepting then matter matter is to be decided on its merit considering the dues existed on the date of P/D. In respect of further interest which is shown by the Licensee to the tune of Rs.42,424.71 we found said amount of interest cannot be recovered. In the light of the fact that when relations of parties as per agreement coming to an end on the date of P/D i.e. on 29/3/2009 and amount outstanding as on that date would have been recovered appropriately as per the modes available even through court. It could have been done only

within the three years and in that case they may have sought that amount in the form of interest in the form of compensation amount. We are required to consider, the dues available on the date of P/D itself and not more than that. Though future interest from the date of P/D is claimed it cannot be allowed.

14. We find even the “Abhay Yojana” it provides some relief to the Consumer and the Consumer, if opts for it, then he will be getting relief to the extent of Rs.2,000 and more in the amount due as on the date of P/D. we had kept the option open for the Consumer and if he exercises the option he will be having that benefit. We had asked him to clarify it as on 29/4/2013 but he has not turned up. Accordingly, we find that he is unable to exercise such option. The reasons may be different but he has not attended to exercise option and even he has not sought any installments for paying the dues which were as on the date of P/D. Aspect of installments was peculiar if any dues are worked out for a longer period and for no fault of Consumer it may be considered. But in this matter Consumer has not expressed any such intention or willingness. All the while he claimed that he has paid the bills whichever received; he is not bound to pay the difference which is sought. We find as per aforesaid discussion liability is surviving for the units consumed and though from Licensee side mistake occurred, that mistake will not absolve the Consumer from payment, if he intends to have connection wherein the previous connection was permanently disconnected. Under such circumstances, the dues which were available in the CPL as on the date of P/D, current bill + Rs.58,086.86 towards the arrears and interest of Rs.7221.96 ps. is to be discharged, total of which comes to Rs.68,187/-. Accordingly, we find this liability is to be discharged considering the fact that the period of ‘Abhay Yojana’ is extended and if during extended period, option is exercised by Consumer, the Licensee to consider it and accept it and in case he is not opting it, then for seeking new connection in place of P/D meter he is to pay the dues to the tune of

Rs.68,187/-. No interest from the date of P/D till the date of his seeking connection can be recovered from him. In result this grievance is to be allowed..

Hence the order.

O-R-D-E-R

- (i) Grievance of Consumer is hereby partly allowed.
- (ii) Consumer is liable to pay the dues existed as on the date of P/D to the tune fo Rs.68,187/- towards seeking supply in place where the previous connection was P/D. Further, Licensee to consider Consumer's prayer for benefit during the subsisting period of 'Abhay Yojana' and to give some relief quantifying dues to the tune of Rs.58,923.21 + Rs.2530/-. However, in case 'Abhay Yojana' comes to an end, Consumer will not be said to have the benefit of this 'Abhay Yojana'. Accordingly, on payment of said sum as observed above, he is entitled to connection.
- (iii) 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"

- (iv) 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 : 30/4/2013

I Agree

I Agree

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

(R.V.Shivdas)
Member Secretary
CGRF Kalyan

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan