



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/867/1062 of 2015-16**

Date of grievances : 02/05/2015  
Date of order : 25/08/2015  
Total days : 116.

**IN THE MATTER OF THE GRIEVANCE NO. K/E/867/1062 OF 2015-16 IN RESPECT OF ASSANDAS J. SADHWANI, F-303 'STERLING 'MOHAN HEIGHTS, CHS. TANAJI NAGAR., OPP. GOLDEN PARK, KALYAN (W) , PIN - 421 301, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING REFUND OF EXCESS AMOUNT RECOVERED.**

Asandas J.Sadhwani,  
F-303 'Sterling'  
Mohan Heights, CHS,  
Tanaji Nagar, Golden park,  
Kalyan (W) - Pin- 421 301

(Consumer No. **020020326591**) ..... (Hereinafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution  
Company Limited through its  
MSEDCL, Dy. Executive Engineer,  
Kalyan (W) S/dn, Kalyan Circle-I

..... (Hereinafter referred as Licensee)

Appearance : For Consumer– Shri Lakhmichand Sadhwani- Consumer's Legal Heir  
& Shri P.N.Rana - Consumer's Representative

For Licensee – Shri A.G.Katakwar – Dy.EE - Kalyan Circle-I,  
Shri R.S.Rathod-AEE - Kalyan (W)-3 S/dn.  
Shri Pathak – AA – Kalyan (W)-3 S/dn.

(Per Shri CU Patil-Executive Engineer-cum-Chairperson)

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

Grievance No. **K/E/867/1062 of 2015-16**

(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 & Determination of Compensation) Regulations, 2014.’ Hereinafter referred ‘SOP’ for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2014’.

The case is having it’s old reference with the grievance No. K/E/769/926 dated 12/2/2014, decided on 26/3/2014. Thereafter consumer’s legal heir Shri Lakhmichand Assandas Sadhwani approached to the Hon’ble Ombudsman, Mumbai, vide Representation No.28/2014 for the grievance of consumer Shri Assandas Sadhwani. The Hon’ble Ombudsman decided the matter on 13/6/2014. As per the decision, the Representation was withdrawn and the direction was given to the Dy. Ex. Engineer for giving information to the consumer sought by him. Also the liberty was given to the consumer to approach afresh under the CGRF Regulations. If not satisfied with the information provided by the Licensee.

The applicant addressed letter dated 20/6/2014 to Dy.EE and DyEE replied it on 24/6/2014. Aggrieved by the reply, consumer approached to CGRF. Forum observed that the matter is not taken first by IGRC, hence applicant was directed to approach IGRC and in case order passed by IGRC and if it is aggrieved or if the matter is not decided within 60 days, he was at liberty to approach this Forum.

As directed by Forum, applicant once again submitted his grievance to IGRC on 22/7/2015. After repeated request of consumer, the hearing was taken in October

2014. But IGRC has not adjudicated the grievance and refused to entertain. Therefore, applicant Shri Lakhmichand Assandas Sadhwani approached to this Forum by submitting his grievance in Schedule-A dated 26/4/2015. The case was registered by allotting No. K/E/867/1062 dated 29/4/2015 and the hearing was scheduled on 18/5/2015. Accordingly, the Nodal Officer of Kalyan Circle-I was informed for the schedule of the hearing vide letter No. EE/CGRF/Kalyan/113 dated 2/5/2015 and the copy of the letter was forwarded to the consumer.

The consumer's grievance mentioned in his application in form -A are as short listed below:-

a] The connection is made PD unilaterally without following prescribed standard of performance of the MERC.

b] As on the date of PD dated 20/3/2013, Licensee had no dispute of arrears or wrong billing effected to the connection. The credit balance of Rs.17696.11 on appearing in CPL of April 2013.

c] The consumer's personnel ledger indicated credit of Rs.17698.01 for May 2013 to November 2013.

d] It is evident from the prime book of Account that the subject matter connection had no dues since 20/3/2013 to November 2013.

e] Had there been any dispute of billing and arrears before making the connection permanently disconnected on 20/3/2013, the concerned authority competent to issue bill and legal notice of the arrears and litigation should have communicated arrears amount due.

f] On making an application on 1/10/2013 for issuing NO DUES CERTIFICATE none of the concerned informed me of arrears/wrong billing, therefore letter No.Dy/EE/Sub/3/Klyn/Bill/880 dtd 10 June 2013 is after thought theory.

g] There is no provision in the IE Act 2003 and or MSEDCL condition of supply or SOP of MERC to bill after connection is unilaterally made permanent disconnected.

h] Therefore hypothetical theory of wrong billing wrong replacement of meter reading average billing after making the connection permanently disconnection on 20/3/2013 need not be entertained and quashed side.

i] The subject matter needs to be looked taking into consideration provision of IE Act 2003 and provision of condition of supply and Standard of Performance issued by MERC for non compliance of grievance within stipulated time.

He prayed that bill issued after making the connection PD be termed as fictitious bill and needs to be quashed aside by Licensee.

.....

On 18/5/2015, consumer's Legal heir Shri Lakhmichand appeared with his representative. From the Licensee's side AEE of Kalyan (W) -3 S/dn appeared and submitted the reply vide letter No. 469 dated 16/5/2015. It is observed by the Forum that the reply submitted from the Licensee's side is not brought before the Forum through IGRC. Also the said letter was addressed to the Nodal Officer of Kalyan Circle-I with its copy to Executive Engineer of Kalyan Urban (W) Division. As the case is having its previous reference of instructions given to IGRC for deciding the matter, the Licensee either to submit IGRC reply or to submit SDO's reply through IGRC. Hence the matter was adjourned to 16/6/2015 and further to 24/6/2015.

Meanwhile the Licensee submitted their reply vide letter No. 1865 dated 17/6/2015 signed by Nodal Officer –cum-Executive Engineer of Kalyan Circle-I. The said reply was related to consumer's application dated 22/7/2014.

The point-wise grievance of the consumer mentioned by him in application dated 22/7/2014 (same as representation made by him to Hon'ble Ombudsman vide letter dated 11/6/2014) and the related submission in Licensee's reply dated 17/6/2015 are mentioned chronologically. These are the same points which are already clarified by the Licensee in their submissions by Addl.EE vide letter No. 486 dated 24/6/2014 and letter No.751 dated 9/9/2014. Hence all these submissions are point-wise incorporated / summarized as below:-

**1] Why connection was made PD –**

**Licensee -** The connection of consumer no. 020020326591 on the name of Shri Assandas Sadhwani has permanently disconnected due to demolition of building by KDMC.

a] Letter of KDMC attached

b] PD report from Jr. Engineer Shivaji Chowk-1 section is attached.

**2] On what document and date his connection was made PD –**

**Licensee -** The consumer no.020020326591has PD due to demolition of building by KDMC on 20/3/2013.

**3] As on 20/3/2014 on the date of PD what was arrears amount –**

**Licensee –** On permanently disconnection on 20/3/2013 arrears of consumer no. 020020326591 is Rs.-17209.64. [ which is credit due to new meter reading was not accepted to IT system as per actual connected meter sr. no. 14722824 and meter replacement report of this new meter was pending which is replaced on dtd 15/10/2010 per IT report but billing meter no.10734080 is already removed from site on dtd. 15/10/2010 while replaced electromagnetic meter ]

**4] As per IE Act 2003, under which clause/procedure PD of the installation was made –**

**Licensee -** The connection has PD due to demolition of building.

**5] Whether meter was faulty/or slow or inaccessible or theft of energy was detected at the place and therefore a lump sum bill was raised –**

**Licensee -** While checking the credit bill of consumer, by JE Shivaji Chowk-II on dtd 18/02/2013, it is found that the credit bill of consumer No. 020020326591is actual credit generated in July 2012 as per consumer personal ledger. Connected meter sr.No.14722824 to consumer's premises in proper working condition and no any theft of energy detected at consumer No. 020020326591 premises on dtd 18/02/2013 (But it is found that the connected meter no.14722824 was not matching with the billing system meter No.10734080 and current meter reading found 10623 KWH. When the consumers personal ledger & section office record of meter replacement register

Checked, it is found that the consumer's meter replaced by MSEDCL on dtd. 15/10/2010 as per below details -

**Old meter details=Make-Jaipur/Sr.no.10734080/capacity-5-30amps/final reading-36151 New meter details=Make-HPL/Sr.no.147222824/capacity-5-30amps/initial reading 000001**

It is also found that the reading agency wrongly fed the meter reading 36311 which is accepted by IT billing system on July 2012 due to old meter no 10734080 as it is in IT system and causes the all paid bill from Nov-2010 to July -2012 goes in credit to consumers account therefore the credit bill generated Rs.19723/- in July 2012.

**6] On what valid Clause of IE Act 2003 or MERC's condition of supply Regulations 2006 bill after three (03) months making PD was raised for Rs.55000/- approx –**

**Licensee -** As per checking of installation by JE Shivaji Chowk Section-II on dtd 18.02.2013 and taking the base of actual reading as per inspection report of 18/2/13, bill revised for 369 units per month as per actual consumption for last period from 15/10/2010 to July-2012, which is 7967 units and hence the bill of Rs.57642/- is actual generated in December 2013. Also meter replacement and reading taken for consumption 7967 units up to July-12 by calculation for credit bill period is considered.

**7] On what base bill of Rs.57642.36 raised after making the connection PD on 20/3/2013 –**

**Licensee -** Rs.57642/- bill calculated as per consideration of regular consumption of 379 units per month and reading 7967 up to credit date as per the inspection reading on dtd. 18/2/13 is 10623.

**8] How original disputed bill of Rs.57642.36 is altered and on what rule under IE Act 2003 or MERC condition of Supply the bill is raised –**

**Licensee** – Licensee clarified this issue by submitting clarification that bill issued to the consumer is as per his consumption before PD of the supply and hence it is necessary to pay the bill. Also, regarding revision in the bill, they clarified as below.

i] Credit bill generated Rs.17698/- in July 12 for 21 months. By calculating the actual consumption as per the base reading 10623 as on 18/2/13 units calculated per month average 379 units. Actual bill as per consumption for 21 months (Nov-2010 to July- 2012] = 379 unit x 21 month 7967 units up to credit bill generated period.

ii] Bill issued as per above calculation & actual use [Nov-2010 to July-2012] is for 7967 units = Rs.57642/- with slab benefit, and bill of Rs.57654.36 is issued to the consumer vide TOL No. 880 dated 10/6/2013 and consumer Shri Sadhwani acknowledged the letter. Accordingly, B80 (+) proposal prepared and fed to IT in December 2013.

iii] Recorded consumption from Nov-2010 to July-2012 + up to inspection date 18/2/13 + up to PD date 20/3/2013.

= 7967+2656+161 total 10784 kwh

PD date reading 10784 units-credit month reading 7967 [considered reading] units bill amount = 24561/-.

= 10784 – 7967=2817 units amount Rs.24561/-

iv] credit bill as on Feb 2013 = Rs. ( - ) 17698/-

Total bill up to PD date = II+III-IV

=57642+24561-17698

=Rs.64505/-.

Net amount outstanding towards consumer = Rs.64505/-.

.....

On next hearing date i.e. on 24/6/2015, rejoinder dated 18/6/2015 was taken for discussion. LR requested to grant some time for submission of reply on this rejoinder. Hence on 24/6/2015, the previous correspondence described in above paras

in questions and answers pattern was taken for discussion. LR was instructed to highlight /clarify some of the following important points :-

LR was asked to place on record Meter Movement Register for confirming the allotment of the meter under dispute to the consumer during replacement.

Also, Licensee was asked to clarify the clause of IE Act 2003, by which the activity of PD was performed?

Also, the Licensee was asked to submit this 19-25 report on the next hearing date along with the B-80 prepared by them during raising the bill under dispute.

On next hearing date i.e. 13/7/2015 , the LR appeared with submission on the points raised by applicant in his rejoinder dated 18/6/2015 along with the clarification of above asked documents.

..... Accordingly Licensee produced the copy of meter movement register in which the meter under dispute is confirmed with initial reading as 000001 and it's allotment to Shri A.J.Sadhwani for his consumer No. 020020326591. Also Licensee produced the internal notification of KDMC dated 15/3/2013 which was released in reference to order of Hon'ble High Court in case of Writ Petition No. 4738/2012. CR raised the point that the copy of this notification is not circulated or marked to the Licensee. The Licensee clarified that the KDMC conducted their mission as per their procedure and kept it secret till the date of actual demolition at the site. The KDMC Authorities called upon Licensee's local area Officers at the time of starting of actual demolition activity. Licensee also produced the meter replacement report i.e. 19-25 which is fed to IT system by them in March 2013. The consumer's Sr.No. i.e., 020020326591 is confirmed in the said 19-25 report. The actual meter replacement date is 15/10/2010. The bill is prepared after feeding meter replacement report on 20/3/2013 and that too, after physically collecting the replaced meter in demolition activity performed on 18/3/2013.



Grievance No. K/E/867/1062 of 2015-16

The consumer raised the point that the Licensee had not replied about the provision of IE Act or MERC Regulations under which they have raised the bill after PD?

The LR was instructed to submit their clarification on the next adjournment date. The hearing was adjourned to 24/7/15. However, the CR shown reluctance about any more adjournment date and conveyed to the Forum during the hearing on 13/7/2015 that he will not attend the next date of hearing.

.....

The other issues clarified by the Licensee on the points mentioned by CR in his rejoinder are summarized as below.

The 29 connections were made PD on the date of demolition in the Manik colony building. All these 29 meters were made PD on 20/3/2013 at the time of demolition. Service line from pole was disconnected by line staff of Shivaji Chowk Section- II and meters were removed. The copy of PD register and CPL of all 29 consumers who are made PD on 20/3/2013 in the said building is enclosed by Licensee. The Licensee also clarified that bill was issued to the consumer after his PD as per actual units consumed by him.

The Licensee also clarified that no action is proposed on the concerned officer who delayed the feeding of meter replacement and delayed in issuing bill.

Also the Licensee clarified that letter of DyEE /Kalyan(W-3) /S/dn/880 dated 10/6/2013 was given by considering the facts, i.e. by considering the new meter reading of the consumer as per the spot inspection report carried out by Section in-charge of Shivaji Chowk on date 18/2/2013. This reply was in the line of question raised by CR that why notice of recovery on account of meter report and reading was not served immediately and why manual bill of recovery was not issued on 19/2/2013. LR clarified that it was necessary to issue the bill to consumer as connection was made PD after demolition of Manik Building .

Grievance No. K/E/867/1062 of 2015-16

CR's further query that why the bill-cum-letter dated 10/6/2013 is not issued to any one is replied by LR that the copy of letter dated 10/6/2013 which is acknowledged by consumer's representative / legal heir is attached. Also regarding how section Officer or SDO could find whereabouts of Assandas Sadhwani's Meter was the next query of CR which is replied again by LR that acknowledgment copy of the above letter referred dated 10/6/2013 is attached.

Overall, the point of CR that, if once consumer ceased to be the consumer of Licensee, MSEDCL has no right to recover the sum dues. He further says that because consumer not remains the consumer of the MSEDCL within the meaning of consumer as stipulated in the 2003 Act and Conditions of Supply 2010. This point is clarified by LR that it is necessary to correct the bill as per units consumed, i.e. as per the reading and hence correct bill was prepared and bill issued is correct and hence it is necessary to pay the bill.

The Forum summarized and Categorized the Grievance of Consumer in following 03 main Heads:-

- A] How PD action is performed – legal or illegal –
- B] How the bill is prepared - correct or incorrect –
- C] Whether bill with any new amount which is unclaimed till the permanent disconnection can be raised after permanent disconnection of the consumer.

A] **PD action is performed – Whether legal or illegal** – It is clear that no any legal notice before PD is served by Licensee. However, there was the demolition action being performed by KDMC for implementation of order of Hon'ble High Court passed in W.P. No.4738/2012. Hence, it is not necessary to go in to the details of rules and regulations / guidelines abiding by which Licensee should perform any permanent disconnection.

Forum need not find it necessary to give more importance now to this issue as MSEDCL performed their duty and co-operated the mission of KDMC.

**B] How the bill is prepared - correct or incorrect** – Licensee clarified the issue in their submission which is mentioned earlier at Page 6 & 7 of this order under the head of how original disputed bill of Rs.57642.36 Ps. is altered. After examining and also going through the clarifications submitted by AEE of Kalyan (W-3) S/dn it is observed that Licensee billed the consumer for the consumption recorded in meter under dispute bearing Sr.No.14722824 which was actually replaced on 15/10/2010 with initial reading as 000001. The Licensee fed it's PD report to IT system on 20/3/2013 with final reading as 10784 units. The Licensee after inspection on 18/2/2013 revised the bill from 15/10/2010 to July 2012. Considering the reading recorded 10623 units as on 18/2/2013, i.e. on the first inspection date and the consumption of 10622 units recorded during 28 months counted from meter replacement date 15/10/2010 , they calculated the month-wise consumption as 379 units per month ( $10622/28=379.35$  units) and accordingly applied this new meter's consumption up to July-2012 i.e. for 21 months and considered the proportionate reading of new meter as 7967 up to July 2012. The Licensee prepared the bill up to July 2012 in first phase. They prepared (+) B80 of amount Rs.57642/-deducting average billed amount @ 164 units per month up to July 2012 and this bill was issued by DyEE vide his letter 880 dated 10/6/2013. However B80 prepared was not fed to the IT. Hence further they added the new meter's balance consumption 7967 from the final reading 10784. Thus finally they prepared the bill for total 10784 units up to PD date and shown the net amount outstanding towards consumer as Rs.64505/- . The details are already mentioned on page No.7 (points i to iv).

For the non payment of above amount, they have not issued No Dues Certificate by name of consumer.

The Forum has no any query or doubt about the final figure of due amount shown by MSEDCL on account of consumer.

However the third and last main point of the CR is now important which is taken below:

C] **Whether bill with any new amount which is unclaimed till the permanent disconnection can be raised after permanent disconnection of consumer -**

CR raised this issue by contending that there is no any such provision under the Electricity Act 2003 and in Condition of Supply 2010. He says that amount cannot be recovered as contemplated under the Electricity Act 2003 of Section 56(1) & (2).

Below the above sections are reproduced.

**“56. Disconnection of supply in default of payment:-**

- 1] Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a Licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer.

Provided that the supply of electricity shall not be cut off if such person deposits, under protest,-

- a] an amount equal to the sum claimed from him, or
- b] the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the proceeding six months, whichever is less, pending disposal of any dispute between him and the Licensee.

- 2] Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity”.

We observed that MSEDCL is claiming the amount as per the reading recorded by new replaced meter. Correct bill is prepared by them and hence demanding for the payment of dues shown against the consumption recorded by meter i.e. ultimately against the electricity consumed by the consumer.

After going through the Electricity Act 2003 and conditions of Supply, we also noticed that there is no such provision laid down or nowhere enlightened the issue of recovery of dues after PD of connection. We referred the Forum's previous order in the matter in Case No. K/E/645/764 dated 17/12/2012 which is placed in respect of M/s Hill Garden Co-op. Hsg. Soc. In this case the matter about applying MF-2 instead of MF-1 was dealt. The Forum considered this issue in favor of Licensee and accepted the difference of bill raised by Licensee which was revised considering MF-2 instead of MF-1.

In the above case referred, the connection of the consumer was from 15/4/1998. The faulty meter of the consumer was replaced in December 2002 and replaced meter was checked on 7/5/2012. In the said inspection report, it was noted that MF is wrongly applied as 01, actually it should have been 02. In that case bill was issued on 18/5/2012 for near about 62,00,000/-. The Forum considered this mistake of non applying of mF-2 immediately after meter replacement as apparent error and mentioned their findings on such line in that order. LR in that case contended that the mistake / lacuna should be given the treatment of human error and also as such there cannot be any fault in referring the dues which are legitimate. The CR contended in the case that there is no question of previous recovery. Consumer's

stand was that arrears are not shown continuously in the bills, but arrears are sought for the period more than ten years abruptly, hence it cannot be referred.

The Forum in that case dealt a legal question that whether u/s section 56(2), claim is to be limited only for two years or claim can be beyond that period. The Forum referred Hon'ble High Court Judgment, **AIR 2009, Bombay, 148 in the case M/s. Rototex Polyester**, wherein observations of Their Lordships mentioned in para no.9 of the Judgment are reproduced below ...

.....

*“The principle which can be deduced from the above Judgment is that in case the consumer is billed on account of clerical mistake such as present case ....., hence bar of limitation cannot be raised by the consumer. Hence challenge raised by the petitioners must fail”.*

The meaning of sub-section of section 56 of Electricity Act is well crystal clarified by the Hon'ble High Court in case of M/s. Rototex Polyester in the Judgment AIR 2009 Bombay, 148.

*In this regard during hearing we made it clear to the consumer representative and representative of Licensee that we have come across the Judgment of Hon. Supreme court MIR 2008 SC 2796 Kusuman Hotels (P) Ltd. V/s. Kerala State Electricity Board wherein Hon. Apex Court in Para No.12 noted arguments advanced by the Counsel during hearing which are as under:*

*Para 12....*

*iii] ‘In view of the provision in Sub-Section (2) of Section 56 of the Electricity Act 2003, no bill can be raised after a period of two years.’ This particular submission is further replied by the Lordship in Para No.13 which reads as under:*

*‘ We however, are not in a position to accept the contention that bills cannot be issued having regard to Sub-Section (2) of Section 56 of the Electricity Act “.*

.....

The Forum considered the view of Hon'ble Apex Court mentioned above as the guidelines for deciding the case of M/s. Hill Garden and upheld the raised bill under dispute. .

Now in this case of Sadhwani also, arrears are raised, but after the permanent disconnection of the consumer. Now the core issue needs to be dealt whether abruptly the consumer is to be forced to pay the dues without any period of limitation and leaving the total field open for the Licensee to seek recovery for gross mistake of not entering the meter replacement properly after meter replacement on 15/10/2010. No doubt MSEDCL's respective Officers are responsible for keeping such lacuna in updating consumer's record with proper meter replacement entry. For this lacuna / deficiency in service, separate penalty / SOP can be imposed on Licensee.

The arrears may get raised on different accounts in different cases after permanent disconnection. There may be different reasons like that the consumer's premises may be locked for number of months before PD or the final reading at the time of PD may be wrongly recorded. Such cases needs correction after PD of consumer.

In many cases, the consumer approaches to the MSEDCL Authorities for rectification of their PD arrears if it is levied wrongly. In such cases, the MSEDCL make needful corrections for rectification in the PD billed amount and this needful action is initiated naturally after Permanent Disconnection of consumer. Also in number of cases, the Forum had directed to the MSEDCL Authorities for rectifying the PD arrears arrived due to wrongful calculations. Hence, it cannot be said that the relationship between the consumer and the Licensee get expired immediately after PD of any consumer. Also, the vice-versa communication continues in between both of them considering the case-wise situations. In this case, the consumer Shri Sadhwani also demanding from the Licensee the No Dues Certificate now, i.e. after PD .

Hence, considering the discussion included in the above paras, the Forum arrived to the conclusion that as the electricity is consumed by consumer and the final reading is available with the Licensee, there is no question of any wrong billing or any kind of fictitious arrears which should be waived off.

Hence, to waive the entire amount raised by the Licensee for the electricity consumed by consumer will not be proper.

Hence Forum concludes that the dues will remain as it is on the account of consumer. However SOP will be applied in this case for not recording the consumer's meter reading and non issuing the bills accordingly from meter replacement date 15/10/2010 till the date of meter removal for PD which is 18/3/2013, i.e. for total 29 months. Licensee to see that appropriate action is taken against the concerned person.

As per SOP laid down in MERC Regulations 2014, Appendix-A, Sr. No. 8(i), the SOP of Rs.200/- per month or part thereof beyond the first month of delay for reading of consumer's meter is given. Accordingly  $28 \times 200 = \text{Rs.}5600/-$  SOP should be adjusted in the consumer's balance outstanding arrears, i.e. from Rs.64505/-.

Also considering the deficiency in the service by Licensee, Rs. 1000/- should be awarded to the consumer towards mental agony and should be further adjusted from above balance. This amount is awarded by the Forum in view of the Clause 8-(e) of MERC (CGRF & EO) Regulations, 2006.

This matter could not be decided within prescribed time, as both sides wanted to verify the legal position and they concluded their arguments on 23/7/2015.

Hence the order.

**ORDER**

The grievance application of the consumer Assandas J. Sadhwani stands rejected.



Grievance No. **K/E/867/1062 of 2015-16**

Licensee is directed to revise the bill of Rs.64,505/- after deducting the SOP amount of Rs.5600/- and the amount of Rs.1000/- awarded for mental agony.

Licensee is directed to comply the order within 30 days from the date of receipt of this order.

**Dated: 25/08/2015.**

**I agree**

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

**(Chandrashekhar U.Patil)  
Chairperson-cum- Member Secretary  
CGRF,Kalyan**

**\*\* ( In the sitting of Forum, the Chairperson is not available. As per MERC Regulations (2006), Clause 4, the technical member shall be the Chairperson of such sitting in which Chairperson is not available and hence in the present case, the technical member performed the role of Chairperson of the Forum ).**

**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
- c) 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”*
- d) 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.

Grievance No. **K/E/867/1062 of 2015-16**