



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

Date of Grievance : 20/03/2013
Date of Order : 12/06/2013
Period Taken : 84 days

**IN THE MATTER OF GRIEVANCE NO. K/E/706/832 OF 2013-14
OF SHRI G.G. TELI OF AHILYABAI CHOWK, KALYAN (WEST), DIST-
THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL
FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL**

Shri G. G. Teli & Sons,
Ration Shop,
Ahilyabai Chowk,
Kalyan (West) : 421 301
Consumer No. 020020025698

} (Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Exe. Engineer, Sub Division-3,
Kalyan (West)

} (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 having commercial supply from the Licensee. The Consumer is billed as per said tariff. Consumer registered with the Forum on 20/3/2013 for Excessive Energy Bill.
3. The papers containing above grievance were sent by Forum vide letter No. EE/CGRF/Kalyan/181 dated 20/03/2013 to Nodal Officer of Licensee. The Licensee filed its reply on 15/04/2013.
4. Heard Shri Premal Rajesh Hariani for Consumer Shri G.G. Teli & Shri Patil, Nodal Officer, accompanied by Dy. Exe.Engineer, Shri R.M. Kale and Asst. Engineer, Shri Bharambe for Licensee. Gone through the total file. On hearing both sides and considering record following factual aspects are disclosed:-
 - a) Consumer is having a connection from 01/05/1980. Initially it was provided with one-phase supply but in Oct.2011 it is reset for three-phase. Though it was reset, Consumer was charged only for one-phase and hence Consumer approached the Licensee about this flaw by writing letter on 02/11/2012. Thereafter immediately officers moved; Jr. Engineer addressed letter to Dy. Exe.Engineer on 5/12/2012, the Officers of Licensee conducted inspection; endorsed that three-phase meter is there and reading was of 14,290 units. Accordingly, the bill was issued on 20/11/2012 for 9807 units to the tune of Rs.116,540/-. Said bill was paid off by the Consumer in three instalments of Rs.25,000/-, Rs.25,000/- and Rs.73,500/- respectively on 17/12/2012, 05/01/2013 & 22/01/2013. However, thereafter the bills were issued per month. Consumer raised a dispute about the heavy bills issued. He approached this Forum on receiving the letter of Licensee wherein threat of disconnection was issued on 04/03/2013. Accordingly this grievance is filed on 19/3/2013.
 - b) As stated above on behalf of Licensee reply is filed on 12/04/2013 explaining the details and contending that dues worked out are correct.

- c) As stated above the Consumer faced a position of heavy bill in the month of November 2012. No doubt he discharged it by paying it in instalments but was not able to follow the manner in which the bill was prepared and liability was raised. Subsequently although bills are issued but as per his contention those were without actually recording the reading. This fact is supported from the CPL itself and at least for the month of Dec.'12, Feb.'13, and even Apr.'13, reading was not available and the bills are issued showing consumption approximately. The main grudge of the Consumer revolves around this aspect. He complained that no bill is issued with photograph of reading taken on the spot. Even the Officers of Licensee admitted that during said period photographs are not taken. Bills are issued though actual reading not available, is reflected in the CPL. However they contended that though approximately bills are issued, in the subsequent months when actual reading was available credit was given to the previous amount worked out. Accordingly they contended that though the notion of Consumer has some basis, but in fact, the Consumer is not burdened with another heavy bill. Accordingly it is claimed that whatever amount Consumer has deposited is accounted in the CPL. we are able to find that consumer has deposited due amount as per the bill of November to the extent of Rs.116,537/-; subsequently in Mar.'13, he deposited an amount of Rs.67,665/- and in Apr.'13, an amount of Rs.21,940/- . Accordingly payment is also seen but as on this date, i.e. upto the bill issued till May '13, due amount of bill is to the tune of Rs.102,354.35 ps.
- d) With the help of both, i.e. the Consumer and the representatives of the Licensee, we got clarified the position from the month of Nov.'12 on the basis of CPL, inspection report, etc. it is clear that Consumer is not charged for any more units, charge is correct. But it is also admitted fact that Consumer was not able to perceive the exact liability which he could have discharged at the relevant time, but now when heavy bill is issued, he is

having a problem. The Consumer submitted that at no point of time he refused to pay the bills but as things were not made clear to him, in spite of his demand he is hampered and he is seeking instalments.

e) On behalf of Licensee it is submitted that dues are worked out, which are correct and hence liability is to be discharged by the Consumer which they have no any ground as such to agree for any instalments, but they left it to the jurisdiction of this Forum.

5. The salient features of the present grievance are already noted above. It is clear that Consumer who is vigilant and expects that things were to be made clear at the right time. His expectation of taking reading promptly correctly, issuing the bill with photographs cannot be said to be a expectation which is disproportionate in nature but it is legitimate expectation as he is required to pay but he expects to know what is his liability, that too, appropriate and legal liability. This aspects cannot be just ignored. No doubt he has paid the amount from time to time but arrears remained as things were not clarified to him as those are clarified to him today before this Forum. In this light we find Consumer is not disputing the liability but seeking instalments to pay the amount. Noting the aspect of not issuing bill of correct reading with photographs we find it is just and proper to allow the Consumer to pay the due in three instalments as dues are to the extent of Rs.1,02,354,35 ps. That sum is to be paid off in three instalments and those instalments are to be paid with the current bill of June '13, July '13 and Aug.'13. the three instalments are to be paid along with those current bills as below:-

Month of Bill	Amount of Instalment to be paid
June '13	Rs.36,354.35 ps. + Current bill for June '13
July '13	Rs.33,000/- + Current bill of July '13
Aug.'13	Rs.33,000/- + Current bill of Aug.'13

Payment of these instalments per month is condition precedent and failure to pay any one instalment will be a liberty to the Licensee to take appropriate recourse as available under the Rules as if this particular order for the instalments is not passed.

Hence the order.

O-R-D-E-R

- a) Grievance Application of Consumer is hereby partly allowed.
- b) Consumer is required to pay off the dues as on this date to the tune of Rs.1,02,354.35 ps., in three equal instalments along with the current bills for the month of June '13, July '13 & August '13 as under:-

Month of Bill	Amount of Instalment to be paid
June '13	Rs.36,354.35 ps. + Current bill for June '13
July '13	Rs.33,000/- + Current bill of July '13
Aug.'13	Rs.33,000/- + Current bill of Aug.'13

- c) The payment of instalment per month is a condition precedent and failure to pay any instalment will amount to not granting any instalment in this matter and the Licensee will be at liberty to take recourse to the legal provision as available.

Date : 12/06/2013

I Agree

I Agree

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

(Chandrashekhar U. Patil)
Member Secretary
CGRF Kalyan

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan

(This order is dictated in presence of both sides and declared on 12/06/2013 and it is signed today after transcribing it.)

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”