



Consumer Grievance Redressal Forum, Kalyan Zone  
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No. K/E/984/1192/2015-16

Date of Grievance : 12/02/2016

Date of Order :

Total days :

**IN THE MATTER OF GRIEVANCE NO. K/E/984/1192 OF 2015-16 IN RESPECT OF M/S. VIPRAS CASTING LTD. NIPHAN, SAVROLI, KHARPADA, KHOPOLI KHALAPUR, KHOPOLI, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING REFUND OF 2% WITH SURCHARGE AS PER NEW SOP WITH EFFECT FROM 20/5/2014.**

M/s Vipras Casting Ltd.  
Niphan, Savroli, Kharpada,  
Tal. Khopoli,  
Consumer No.031069019300

.... (Hereafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution  
Company Limited through its  
Dy. Executive Engineer, MSEDCL,  
Pen Circle, Pen

.... (Hereinafter referred as Licensee)

Appearance : For Consumer –Shri B.R.Mantri-Consumer's representative.

(Per Shri Sadashiv S.Deshmukh, Chairperson)

(Per Shri CUPatil-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

(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’.

### **ORDER**

Grievance of consumer is hereby stands disposed as it is withdrawn.

Dated: 27/4/2015.

I agree

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

(Sadashiv S.Deshmukh)  
Chairperson  
CGRF, Kalyan

I] **Liability of Licencee to bear charges towards metering equipments and allied as per MERC Regulations:**

5] During hearing, CR relied on order of MERC in Case No. 70/2005 dated 8/9/2006 followed by order of the Hon'ble Ombudsman bearing case No. 35/2012, order of CGRF Nasik, in grievance No. 59/2011 dated 2/8/2011. In all those matters, it is reflected that metering charges are to be borne by Licencee and therein, direction given to Licencee to refund the cost of said meter to the concerned. This

decision of MERC is delivered on the representation of Licencee as it was facing various difficulties.

It is argued from Licencee's side, that as per the sanction order, in this matter, consumer was to provide metering equipment. The question is whether it is to be read as a mere direction or compulsion to provide metering equipment by consumer. In other words, there is a provision available in Section 55 of Electricity Act wherein the consumer may provide his own meter. The word is used **when** **"consumer elects to have"** , in other words, it is a option available always to the consumer. In this light, it is to be decided. whether in this matter consumer was asked to give option and it had opted for providing it's own meter.

6] Admittedly, on plain reading, of sanction order dated 03/9/2012, it is not giving an impression that option was asked and given by consumer, but it is explained by Officers of Licencee that existing position , as on that date, is, required to be borne in mind. In this light, they submitted that consumer has not objected for the sanction order, till to the date of complaint filed with the IGRC and Licencee on 1/4/2014. In the sanction order dated 3/9/2012, in Clause No.6 documents to be furnished stated and in clause No. 7 test reports to be submitted and Clause No.8 about metering to be provided, is, clearly mentioned and it is directed that it was to be done by consumer. It is contended that as per the sanction order, without any objection or resistance, consumer had complied it. Accordingly, it is contended that in case if, these aspects are complied by consumer then Licencee will not be able to charge any amount towards the said aspect by way of deposit/security/for meter or service charges towards laying down service line. It is contended that as per the provisions of Electricity Act referred above, it is an option exercised by consumer and hence this voluntary act cannot be read against the Licencee.

In reply, it is contended that Licencee not recovered any metering cost. Meter is provided by Licencee. Further it is contended that orally consumer has opted to purchase metering cubicle which was allowed as per Sec. 55 (1) of Electricity Act. It is contended that Licencee has charged 1.3% supervision charges (normative

charges) of Rs.2,840/- against the estimated sanction. It is claimed that said work, consumer has undertaken, hence Licencee has applied the said supervision charges. It is further contended that the meter cubicle and allied equipments towards which consumer is seeking relief, remains to be it's property. On this ground, it is contended that consumer is not entitled for any refund as such towards these expenses.

7] Now question needs to be replied whether it can be said that consumer has exercised option, to provide meter and allied items or it is Licencee who forced the consumer to provide. If, it is concluded that consumer has opted it, then consumer will not be entitled to have refund of it's cost. If, it is concluded by drawing inference, that consumer was forced to provide those meters, then consumer is entitled to reimbursement of the meter cost and expenses.

Along with grievance application on page no.20, there is chart showing estimate of expenditure. It covers different aspects. Consumer's representative claims it covers meter and allied works. He further claims that these expenses were to be borne by Licencee and as consumer has borne it, consumer is entitled to reimbursement. On behalf of Licencee, it is submitted that meter is provided by Licencee and the work is done under DDF. Consumer has opted for DDF and hence, consumer is not entitled to any reimbursement of it, it happens to be sole property of consumer and consumer was simply to pay 1.3% supervision charges. Accordingly, it is contended by the Licencee that total, amount cannot be directed to be refunded. They referred to refund of cost of meter and claimed that it will not arise as it is provided by the Licencee.

8] We tried to find out exactly what is the scope of DDF. Though consumer is relying on the orders of MERC towards notion of DDF, we find it, proper to refer to the definition of DDF in Supply Code Clause 2.1 (g). As per said definition meaning of DDF is 'providing some facilities' but it is specified that 'a service line' is not included in it. Accordingly service line is not covered in DDF. In this matter also Licencee claims that service line and meter are the only two aspects dealt as DDF. As perceived by us meter is installed, service wire connected to it and hence if, service

line is not included in the DDF. Meter can not be said to be an item, attracting or included in DDF. It is a fact that second argument is already advanced that as per Section 55 and Section 47 of Electricity Act, there is provision for providing supply through electric meter and electric meter is to be provided by Licencee and there is an option available to the consumer to provide its own. Licencee provided the meter hence, question of refund of its cost will not arise. But question is, whether service line was said to be component available for including in DDF. It is a fact that in this matter no service line charges are recovered by Licencee from consumer. Service line charges are borne by consumer. Consumer claims that those were to be borne by Licencee, but he was forced by Licencee to bear it. Officers of Licencee claimed that if they would have gone for providing service line, its charges could have been recovered from the consumer, however, as consumer opted and agreed to lay down its service line at its own cost, it was permitted and only 1.3% supervision charges are recovered and hence, it is claimed that consumer is not burdened with service line charges. On this count, it is submitted that, it is the consumer who opted, but consumer's representative strongly submitted that consumer has not opted.

9] We find aspect of DDF is not at all applicable though in sanction order it is mentioned, it ought not to have been used. But only because it is used, it will not make the aspect as DDF. We are clear neither meter nor service line can be covered under DDF. Hence, arguments advanced by Licencee on this count are not acceptable.

However, it is clear that in respect of service charges there is an order of Hon'ble MERC i.e. 70/2005, wherein it is clearly laid down that service line can be laid down at the cost of the party and supervision charges to the extent of 1.3% are to be paid by the consumer to the Licencee. This is an aspect which is required to be just borne in mind. Officers of Licencee contended that consumer agreed to have his own meter and to lay service line, as at its own cost agreeing to pay 1.3% supervision charges, which are actually complied except meter and not objected till complaint to

Licencee. These things support the claim of Licencee that consumer has opted to go for his own meter as permissible U/s. 55 of Electricity Act. But in fact meter is provided by the Licencee. Even service line charges are borne by it, paying supervision charges. Precedent relied on by consumer on DDF and meter charges, needs no more discussion due to the option exercised by consumer. Under such circumstances, the claim for refund of meter charges or service line charges totaling to Rs.2 ,21,020/- is not tenable. It is not necessary to comment further on the aspect of any amount spent by the consumer towards service line. If, I would have been provided by the Licencee then consumer was required to pay service line charges for it. In other words, consumer is not relieved of payment.

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