



Consumer Grievance Redressal Forum, Kalyan Zone
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No. **K/E/906/1105 of 2015-16**

Date of Grievance : 06/07/2015

Date of order : 16/11/2015

Total days : 134

IN THE MATTER CASE OF GRIEVANCE NO. K/E/906/1105/2015-16 IN RESPECT SHRI JAGGU J. BHATIA (SHRI TIKAMDAS S.MATHIYE, SHOP NO.1, PLOT NO. 705, OPPOSITE SHISHMAHAL SOCIETY, BEHIND NEW TELEPHONE EXCHANGE, ULHASNAGAR-2, DIST. THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING BILLING DISPUTE.

Shri Jaggu J. Bhatia,(Shri Tikamdas S.Mathiye)

Shop No.2, Plot No.705,

Opposite Shish Mahal Society,

Behind New Telephone Exchange,

Ulhasnagar-2,

Dist. Thane.

(Consumer No. 021510722148)

.. (Hereinafter referred as Consumer)

Versus

Maharashtra State Electricity Distribution

Company Limited

through its Nodal Officer,

MSEDCL, Kalyan Circle-II, Kalyan

..... (Hereinafter referred as Licensee)

Appearance : - For Licensee : Shri J.L.Borkar, AEE Ulhas-I S/dn.
For Consumer-Consumer's Representative, Shri Rajput.

(Per C.U.Patil-Executive Engineer – cum- Member Secretary)

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’.

In the case, Shri Jaggu D. Bhatia is the tenant of Shri Tikamdas S. Mathiye and is utilizing the electricity in the shop No.1, plot no.705, opposite Shish Mahal society behind New Telephone Exchange at Ulhasnagar-2, having consumer No. 021510722148. This connection is live and by name of owner, i.e. Shri Tikamdas S. Mathiye for which the tenant Shri Bhatia is paying its bills regularly.

There is another PD connection since 2001 on record at shop no.2 by same owner, i.e. Mathiye and which is adjacent to shop no.1. Consumer number of PD connection is 021510722130.

Consumer approached to IGRC with complaint dated 26/2/15 and put up his grievance with IGRC that on 23/2/2012, line staff of Licensee approached to the tenant of shop no.1, i.e. to Shri Bhatia and

asked to pay PD arrears of Rs.33,440/- which was due for shop no.2. The amount was paid on 24/2/2012 to avoid disconnection and contended to IGRC that as per Section 56(2) of EA, MSEDCL cannot recover this amount and hence he wants refund of this amount with interest and the appropriate action on the concerned staff.

IGRC conducted the hearing on 23/6/15, in which the Officers of the Licensee contended that as per their CPL record for both the connections at shop Nos. 1 and 2, both are in the name of owner Shri Tikamdas S.Mathiye. Licensee said that the facts were explained to Shri Bhatia on 17/4/2012 and letter in this regard was issued on 17/4/2012 clarifying that recovery was made as per rules and also further clarified that if this PD arrears were not paid, then the same amount was getting diverted on the live connection of the same consumer name and address. Hence PD arrears paid is correct.

The reply dated 9/2/15 was also given by Licensee to Mr. Bhatia in the reference to his application dated 20/1/15 and 21/3/2012 stating that the said recovery is correct.

Licensee contended that they have already replied vide letter dated 17/4/2012 and clarified to Shri J. Bhatia that consumer himself has paid the PD arrears bill and no correspondence was made by consumer at that time hence it is appropriate to say that said consumer had paid PD arrears willingly and that too without any protest. The consumer was again communicated vide letter dated 9/2/15. Considering the above both sides, IGRC vide order dated 26/6/15 rejected Shri Bhatia's application stating that consumer has already paid the PD arrears and after that two years are already passed. IGRC considering the grievance application as time barred

vide Section 6.6 of MERC Regulations 2006, dismissed the application of Mr. Bhatia.

Aggrieved with the decision of IGRC the tenant Shri Jaggu Bhatia approached to CGRF submitting his grievance in Schedule "A" dated 6/7/15 which was registered vide K/E/906/1105 dated 6/7/15. The hearing was scheduled on 20/7/15 at 15:30 hours and the same was communicated to the Nodal Officer of KC-II vide letter No. 222 dated 6/7/15 with copy to the tenant Shri Bhatia.

Hearing was conducted on 20/7/15 and then was adjourned to 28/7/15 and further to 13/8/15, 7/9/15 and lastly on 30/9/15.

The Licensee submitted their say vide letter No.635 dated 24/7/15 addressed to Nodal Officer of KC-II. In the submission, the AEE of Ulhas-I S/Dvn contended that consumer Shri Tikamdas Mathiye was permanently disconnected in February 2001 due to PD arrears at shop no.2 on account of consumer No. 021510722130. These PD arrears are paid on 24/2/2012. After payment of arrears on 24/2/2012, the tenant Shri Jaggu Bhatia submitted the written complaint dated 21/3/2012 in which he said that the line staff of the Licensee has asked him to pay the bill of arrears forcefully. The then DyEE of Ulhas-I S/Dvn replied Bhatia's complaint vide letter No.303 dated 17/4/12 in which it was stated that as per the discussion held with owner of the premises and as per the request made to the owner to pay the arrears, it will not be correct now to say that line staff of the Licensee forcibly recovered the arrears from the tenant. Also while making payment no correspondence was made to their Office by consumer or tenant regarding payment of PD arrears under protest.

In the above reply dated 24/7/15, AEE of Ulhas-I Sub/Dvn added that consumer Shri Tikamdas Mathiye has paid PD arrears of Rs.33,440/- vide receipt No. 6146429 dated 24/2/2012 for consumer No. 021510722130, there was no question of serving notice. Also the tenant was not in existence by Law at the time of payment of arrears of owner. Agreement between owner Shri Tikamdas Mathiye and tenant Shri Jagdish Bhatia has been executed on 20/3/2012, i.e. after payment of arrears on 24/02/2012, as per the record submitted by consumer's side.

The agreement is verified by the Forum during hearing. Lastly the AEE of Ulhas-I S/Dvn concluded his say by stating that the PD arrears recovered are not at all illegal and also any sort of action against any employee is not justified.

It was suggested by Forum to the CR to attend the next hearing with the owner of the shop and hence the matter was adjourned to 13/8/15. On 13/8/15 the CR attended with application of owner dated 13/8/15 and submitted that the agreement was not made previously as the tenant was honest one and hence not performed / executed any agreement before 2012. He also requested for the adjournment of the next date till 15/8/15 for some of his personal work.

The hearing was adjourned to 7/9/15 and lastly on 30/9/15. The Forum heard both sides at length with their parts and counter parts.

It is a fact that PD arrears have been paid by name of Shri Tikamdas Mathiye for the consumer No. 021510722130 for shop no.2 and hence it is naturally reflected in the account of Shri Tikamdas Mathiye for shop no.2.

The receipt is also by name of Shri Tikamdas Mathiye and the said paid amount towards PD connection is claimed by tenant Shri Bhatia, alleging that this PD arrears were forcibly recovered by line staff of the Licensee and by threatening for disconnection of another connection of Shri Tikamdas at shop no.1 which he was utilizing as tenant.

During hearing the owner also argued that neither he was told to pay the PD arrears and also the arrears are not paid by him personally.

It is also the fact that agreement between the owner and the tenant is brought forward after the payment of PD arrears and this leave and License agreement is prepared on 7/3/2012. The date of payment of PD arrears is 24/2/2012. We find it is very difficult now to extract out the amount paid by PD owner's name believing the claim of tenant and hence the grievance submitted by tenant cannot be considered legally and abiding by the Rules and Regulations laid down by MERC in which the Forum functions and discharge its duties.

It is very difficult for the Forum to draw inference about the person who actually paid the PD arrears as the receipt by name of owner Shri Tikamdas, which is brought forwarded by both sides. Also it is not understood that why the tenant Shri Bhatia approached to the owner for getting the payment of old PD arrears of his second shop, i.e. shop no.1.

From the consumer's side, the contentions are put up before the Forum without showing acceptance of the responsibility regarding payment of PD arrears by anybody. Owner also not showing his responsibility for payment of PD arrears.

On above circumstances, grievance application submitted by the tenant cannot be upheld for any kind of refund of PD arrears which are paid on account of another person, i.e. owner of the connection.

Under these circumstances, grievance application deserves to be rejected.

This matter could not be decided within time as Licensee was to provide the details sought from time to time, those were provided on 13/8/15 and their submissions are heard on that day and clarification taken on 30/09/15. Moreover, the Forum is functioning in absence of regular Chairperson and the Member Secretary is discharging the additional work of Chairperson along with the regular work of Member Secretary.

Hence the order.

ORDER

Grievance application of Shri Jaggu D Bhatia is hereby rejected.

Date:16/11/2015.

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”.

Grievance No. K/E/906/1105 of 2015-16

- 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.