



Consumer Grievance Redressal Forum, Kalyan Zone  
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301  
Ph: – 2210707 & 2328283 Ext: - 122

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IN THE MATTER OF GRIEVANCE NO. K/ E/207/231 OF 2009-2010  
OF SHRI MANOHAR KISHANCHAND JAWA, VASAI REGISTERED  
WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE,  
KALYAN ABOUT EXCESSIVE BILLING.

Manohar Kishanchand Jawa  
Gala No.5, Kalpataru Ind.Estate No. 2  
Waliv, Tal.Vasai,  
Dist.: Thane.

(Here-in-after  
referred  
as consumer)

**Versus**

Maharashtra State Electricity Distribution  
Company Limited through its  
Dy. Executive Engineer, MSEDCL  
Vasai Road (East) Sub-Division,Dist.Thane

(Here-in-after  
referred  
as licensee)

- 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 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 a L.T.-V above 20 KW consumer of the licensee with C. D. 54 KVA. The Consumer is billed as per Industrial tariff. Consumer registered grievance with the Forum on 17/03/2009 for Excessive Energy Bill. The details are as follows: -

Name of the consumer :- Manohar Kishanchand Jaw

Address: - As given in the title

Consumer No : - 001840854007

Reason of dispute: Excessive Energy Bill.

- 3). The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/244 dated 17/03/2009 to Nodal Officer of licensee. The licensee filed reply vide letter No. DYEE/VSIB/3757, dated 11.05.09.
- 4). The consumer has raised these grievances before the Executive Engineer (O&M) Division, MSEDCL., Vasai Division, Vasai East on 30.12.08. The said Internal Redressal Cell did not give any hearing to the consumer & also did not send any reply resolving the said grievances to the consumer. Therefore, the consumer has registered the present grievance before this forum on 17/03/09.
- 5). The schedule hearing was fixed on 17/04/09 at 15.00 hrs. As per request of consumer dt. 02/04/09, the said hearing was postponed on 02/05/09 at 16.00 hrs. Again as per request of licensee vide their letter

No. 3511, dt. 02/05/09, the hearing was postponed on 11/05/09 at 13.50 hrs. The Members of the Forum heard both the parties on 02/05/09 @ 15.00 Hrs and on 11/05/09 @ 15.30 hrs. in the meeting hall of the Forum's office. Shri Harshad Sheth, representative of the consumer & Shri S. B. Hatkar, Asstt. Acctt., and Shri Sidore, AE, representatives of the licensee attended hearing. Minutes of the hearing including the submissions made by the both parties are recorded and same are kept in the record. Submissions made by representative of the parties shall be considered while considering each of the grievances of the consumer and hence same are not separately reproduced to avoid repetition.

- 6). The following grievances which are mentioned by the consumer in its letter dated 27.12.08 sent to the concerned Executive Engineer of which copy is annexed with the application in proforma-A, made to this forum, arise for determination and considering the same, reply dated 11.05.09 filed by the licensee, record produced by both the parties and the submissions made by the representatives of both the parties, the findings or resolutions on the same are given against each of it for the given reasons.
- 7). Grievance No.1, regarding wrongful disconnection: The consumer claims that the licensee in the bill for Nov.08 has shown Rs.157.69 as electric charges and Rs.3,53,896.66 towards arrears and SD arrears and thus the said bill for total amount of Rs.3,54,070/- and thereafter the licensee disconnected the electric supply to the consumer without giving 15 days notice and therefore such disconnection is illegal. The

licensee in its reply has not even mention about disconnection of supply to the consumer and has not mentioned as to whether notice under section 56(1) of the E. Act 2003 was given to the consumer. Therefore the contention of the consumer about it will have to be accepted. The licensee does not claim that it has given 15 days notice under section 56 (1) of E. Act 2003 before disconnection or stopping of supply. Therefore such disconnection without giving such 15 days notice is illegal. Hence finding in affirmative on this point.

8). Grievance No.2 regarding average billing for more than two months :

The consumer claims that the bill for the month of Dec.07 has been given as per average reading though it is no so mentioned in the said bill. The bill for the month of Jan.08 is given as per average because of the faulty meter. The licensee has issued bills as per average reading for more than twice and erratic readings were given for more than twelve months, inspite of C.E.(Comm) Circular No.42 dt. 02.06.06 and Executive Director (Dist.Com.Company order) circular No.50 dt.22.8.06. Due to the vigorous follow up by the consumer, the meter was replaced on 2<sup>nd</sup> Dec.08.

As against the above contentions, the licensee claims that as per CPL the bill for Dec.07 is as per reading considering the total consumption of 13,118 units. Further the bill for Jan.08 is issued under faulty status of units 10336. Further the bills for the billing moths from Feb.08 to Apr.08 are issued under “lock status” (average bills) further the bill of May 08 is of zero unit but also the CPL shows the credit of Rs.1,51,345.23 which is wrong due to system error. Further from Jun 08

to Oct.08 the consumer was wrongly issued the zero unit bills. Further the consumer was issued bill in Nov.08 having current reading 873912.792 and previous reading was considered 778036. The faulty units of Jan.08 and July 08 (10336 to 100) is adjusted in Nov.08. Also the energy meter was in working condition in Nov.08. Also MRI data of the consumer was retrieved and MRI report clearly displayed the reading 873912.792 which is attached with the reply. The bill for Rs.4,95,280.00 for the month of Nov.08 is correct. The consumer also given credit of Rs.1,51,345/- out of the amounts of average bills paid earlier. Therefore the balance amount of Rs.3,54,075.43 is correct and the consumer is liable to pay the same as it has consumed electricity.

- 9). It is clear from CPL for the month of Dec.07 that the bill for the said month has been issued as per the actual consumption of 13,118 units on the basis of previous reading as 754482 and the current reading as 767600. Therefore there is no substance in the contention of consumer that the said bill is given on the basis of average consumption . However, the current readings for the bills for the months Jan.08, Feb.08, Mar 08, April 08 are given as “0, 767600, 767600 and 767600 respectively, and the previous readings for the above months are mentioned as 767600, 0, 0, and 0 respectively. Thus it appears that the said readings for the said four months are recorded without actually reading the meters. Therefore the consumer is entitle for compensation of Rs. 400/- (Rupees four hundred only) on this count.
- 10). It appears from the CPL that actual reading of meter as 816253 was taken while noting the current reading for preparing bill for the month of

June 08. However, the CPL shows that the previous reading and current reading in the bill for the month of June 08 is shown as 815253 and then the said reading appears to have been taken without reading the meter. However, CPL for the next month i.e. July 08 shows that the same is issued as per consumption of 100 units with previous reading as 816253 and current reading as 816353. Thus it appears that meter reading was taken at that time. However, the CPL for the months for Aug.08, Sept.08 and Oct.08 shows both previous readings and current readings as 816353 and therefore the said reading are noted down without reading the meter as such. However, as per CPL , the bill for the next month Nov.08 has been issued as per actual reading. Therefore the consumer is entitle for compensation of Rs.100/- (Rs. One hundred only) for such delay for one month in taking meter reading, from the licensee.

- 11). In view of the discussions, it is held that the licensee failed to take meter reading for the period and issued bills on the basis of average consumption for the above referred period and therefore the licensee is directed to pay total compensation of Rs.500/- to the consumer on this count, by giving credit of such amount in the bill within a period of 90 days from the date of decision in this case.
- 12). As to grievance No.3 – regarding refund of excess ASC recovered during the period Nov.07 to Nov.08. The licensee claims that the total consumption during 7 months i.e. from Nov.07 to May 08 was 61777 units and therefore the average consumption in each of the said month comes lower than the benchmark consumption. Similarly the total

consumption during the period June 08 to Nov.08 was 57660 in six months and therefore average consumption of each of the said month was lower than benchmark consumption. Therefore, if the electric charges including fixed cost, energy cost, FAC cost, electricity duty, and TOSE are calculated considering such average consumption of each month during the said period as above, the total amounts charged by the licensee for the said period were excessive and therefore the consumer is entitle for such excess amount charged by the licensee.

- 13). The licensee has not said anything about above facts in its reply dated 11.5.09 and therefore it will have to be found out from the CPL and other record in the case as to whether the above referred contention of the consumer is correct. The CPL shows that the bills for the months of Nov.07, Dec.07 have been issued as per the actual consumption on the basis of the actual meter readings. The CPL, however, shows that the bills for the months of Jan.08 to Apr 08 i.e. for four months were issued with average consumption, and though actual reading appears to have been taken for preparing bill for the month of May 08 816253, consumption is shown as zero in the said bill and the licensee claim that credit of Rs.1,53,318.49 mentioned in the said bill, is wrong due to system error. The CPL for the month of Dec.08 shows that credit of Rs.1,51,345/- has been given to the consumer and therefore the above referred contention of the licensee in respect of credit given in the bill for May 08 appears to be correct. However fact remains that the said for the month of May 08 is not issued as per the actual consumption. CPL shows that no ASC is charged to the consumer during the period

from Jan.08 to Nov.08 and therefore the question of charging any excess ASC during above period does not arise. Therefore the contention of the consumer about it is rejected.

- 14). The consumer also claims that the licensee has charged excessive other charges during the said period from Nov.07 to Nov.08. It appears from the CPL that from the Jan.08, bill has been issued for the actual consumption as per the previous reading and current reading for the first time in the month of Nov.08. Therefore, licensee is directed to recalculate the electric charges on different counts during the period from Jan.08 to Nov.08 and in case, there is over charging, give the credit together with interest at the Bank rate of RBI, of such over charged amount to the consumer in the ensuing bill after period of 30 days from the date of decision in this case.
- 15). Grievance No.4 regarding 6 installments of the RLC : The consumer claims that the consumer is yet to receive six installments of the RLC from the licensee. As against this the licensee claims that the installments of RLC are automatically credited to the consumer. Therefore licensee is directed to verify about payment of such installments of the RLC which had already become due for payment, and in case of non payment, pay the same together with interest at the Bank rate of RBI, by giving its credit to the consumer in the ensuing bill after the period of 30 days.
- 16). Grievance No.5 – regarding the amounts paid : The consumer claims that it has paid various amounts such as Rs.61,658/-, Rs.48,166/-, Rs.52243/-, Rs.53793/-, Rs.53131/-, Rs.56180/- in Nov.07, Dec.07,



Jan.08, Mar 08, Mar 08 and May 08 respectively. The licensee claims that the amount paid by the consumer has been refunded in May 08. The CPL shows that the licensee has already accounted for or taken into consideration, the various amounts such as Rs.78106/- in Nov.07, Rs.45820/- in Dec.07, Rs.61000/- in Jan.08, Rs.51760/- in Mar 08, Rs.53,300/- in Apr 08, Rs.52640/- in May 08. Such concerned amounts which are shown as credit or payments in the concerned months are even more than amounts which the consumer claims to have paid in the said months. The consumer has not filed copies of the receipts of the above referred amounts which he claims to have paid to the licensee. Therefore, obviously it will have to accept that the credit of such amounts given by the licensee in the concerned months are the same amounts which the consumer claims to have paid in the said month. Thus since the concerned amounts which the consumer claims to have paid have been credited by the licensee in the account of the consumer, it is not necessary to give further directions to the licensee in this behalf.

- 17). Grievance No.6 – regarding amounts of bill adjustments: The consumer claims that the licensee has shown the various amounts such as Rs. 106/-, Rs.3166.64, Rs.345.32 as the amounts of bill adjustments in the bills for the months July 07, Aug.07 and Sept.07 resp. The licensee should justify the said amounts and if not justified, should refund the same to the consumer. The licensee claims that the said amounts of bill adjustments are taken as per the programme prepared by HO IT as per MERC rules and regulations. Thus the licensee has not explained exactly as on what account the said amounts has been charged.

Therefore the licensee is directed to give explanation regarding accounting the above referred amounts of bill adjustments within 30 days from the date of this decision in writing to the consumer and on failure to do so, refund the same amount together with interest at the bank rate of RBI to the consumer by giving its credit to it in the ensuing bill after such 30 days.

- 18). Grievance No.7 – regarding Security Deposit: The consumer claims that the licensee has collected SD of Rs.19500/- + Rs.11700/- i.e. total Rs.31200/- at the time of giving connection for 65 HP load on 1st Feb.02. However, the bills were displaying SD as zero. Therefore the interest of the said amount of SD has not been credit to the account of the consumer. The consumer has also paid an amount of Rs.54200/- as SD in June 08 as per the demand of licensee. The said amount is displayed in the bill. Therefore the licensee should refund the earlier amount of SD i.e. Rs.31200/- paid in the year 2002. As against this, the licensee admits that the amounts of SD i.e. Rs.19500/- and Rs.11700/- i.e. Rs.31200/- is not displayed in the bill, and the amount of Rs.54200/- collected as SD in June 08 is displayed in the bill. He further claims that its office is searching the record to find out exact amount of SD and in the meantime, the consumer may produce the SD receipts for quick decision. It will also credit the interest to the account of consumer, and shall also refund the excess SD after keeping the appropriate SD considering the earlier average bills. Considering the above contentions of the parties, the licensee is directed to verify the correct amounts of SD from time to time from its record and the record with consumer,

display the correct amounts of SD, find out the correct amount of SD at this stage and refund excess SD amount and interest at Bank rate of RBI on such amounts of SD at the prevailing rate by giving its credit to the consumer, in the ensuing bill after a period 30 days.

- 19). As to grievance No.8 regarding refund of difference of MD based charged and HP based charges from Oct.06 to Mar 07. - The consumer has claimed refund of an amount of Rs.11,584.13 on this count as the charges of the relevant period were reverted back to the HP based tariff from MD based fix charges, due to non completion of installation of MD meters in entire Maharashtra. The licensee claims that it has refunded an amount of Rs.8065.32 in the month of May 07 and some amount in other month which will be intimated after confirmation from the higher authority. CPL for May 07 does show that credit of such amount of Rs. 8065.32 has been given by the licensee to the consumer. The consumer claims refund of some addl. Amounts on this count and the licensee has not so far informed about the month in which credit of such addl. amount has been given to the consumer. Therefore, the licensee is directed to again verify the exact amount which is to be refunded to the consumer on this count and refund such addl. amount together with interest at the bank rate of RBI, by giving its credit to the consumer in the ensuing bill after a period of 30 days.
- 20). Grievance No.9 – regarding ASC recovered in the month of Oct.06 and Jan.08: - The consumer claims that benchmark consumption (BC) for consumer is 14010 units and therefore threshold 9%(89%) cheap power units comes to 12749 units. The CR submits that the consumer's

consumption for the month of Oct.06 was less than the threshold and therefore the licensee should not have charge ASC to the consumer and therefore the license be directed to refund Rs. 1217.85 charged as ASC for the said month. As against this, the licensee claims that as per tariff order from 2006 – 2007 in case No.54 of 2005, ASC charges were 12%. The consumption for the month of Nov.06 was 8826 units and hence the ASC charged is correct and hence the consumer is not entitle for any refund on this count. The CPL for Oct.06 shows that the total consumption in the said month was 11846 units. The Clause 4 in the tariff order of MSEDCL for financial year 2006-07 in case No.54 of 2005 shows that for the LT-V general motive power category, the percentage of the power for costly electricity is 9% but the % for costly electricity for LT category in MIDC area is shown as 28%. Therefore the licensee is directed to recalculate the ASC for the consumer for the month of Oct.06 as above referred tariff of MSEDCL for F.Y. 2006-07 in case No.54 of 2005, and then in case some excess is already recovered, refund the same together with interest at the bank ratae of RBI by giving its credit to the consumer in the ensuing bill after a period of 30 days from the date of this decision.

- 21). Grievance No.10 regarding 3 instalments of RLC for the month of Jan. Feb. & Mar 09 and further installments of RLC. The consumer claims that the licensee is yet to refund total amount of Rs.10680.93 @ Rs.3560.31 per month, on this count. As against this, the licensee claims that in every month RLC is refunded by giving its credit to the consumer in the bills and therefore, the said fact can be verified from the bills. No party has filed copies of the bills of the said month. There

is no column in the CPL to show the credit of any installments of RLC given to the consumer. Therefore licensee is directed to verify as to whether above referred installments for the months Jan. to Mar 09 have been paid to the consumer and in case the same are not so far paid, pay the amount together with interest at the Bank rate of RBI of the said three installments, by giving its credit to the consumer in the ensuing bills after 30 days from the date of this decision and also go on paying further installments of the RLC in the bills for relevant period till the full payment.

- 22). Relief of permanent disconnection : The consumer has prayed for the relief of permanent disconnection and transfer of all outstanding amounts including future installments of RLC to its other connection account. The licensee has not given any reply to such prayer of the consumer. It is pertinent to note that the consumer in its letter dated 27.12.08 to the IGRC neither prayed for reconnection nor for permanent disconnection. It has, however, prayed for permanent disconnection for the first time before this forum in his grievance application in prescribed proforma-A, and the CR in his submission requested for transfer of all outstanding amounts from consumer including future RLC installments to the other connection account of the consumer. The consumer claims that the licensee has disconnected supply to the consumer. It has however not claimed as to exactly when supply was disconnected. However, the consumer has got right to close its account, irrespective of the date of such disconnection in the instant case. However, as per Sub clause III in clause-7 in the Appendix A to the MERC (Standard of performance of Distribution etc.), Regulations 2005, it is called as

closure of account to which the consumer in this case has called ' permanent disconnection'. In fact, as per clause 7.2 in the above referred Regulations 2005, if electric supply remains disconnected for a period more than six months, the concerned consumer has to file application for reconnection and thus earlier connection is treated as permanently disconnected. Clause III of clause -7 in the appendix A to the above referred Regulations 2005, contemplates application to be filed by the consumer for closure of account. MSEDCL circular No.PR-3/tariff/43583 dated 15.12.08, also provide that further installments of the RLC can be paid to the PD consumer through its other connection account on its application. The consumer in the instant case does not claim that it had made any application for closure of the account to the licensee till this date and it has also not filed any such application to the licensee for transfer of its outstanding amounts to and payment of remaining RLC installments through its other accounts. Therefore such requests or prayer of consumer will have to be granted subject to its making applications for the same to the licensee. Detail directions in this behalf can be given in the final order.

- 23). Prayer for compensation of Rs.10,000/- - The consumer has prayed grant of compensation of Rs.10,000/- for mental torture, and wrongful disconnection. The CR has submitted that after follow up by the consumer the meter was replaced on 02.12.08 and thereafter the supply was disconnected without giving any notice. Therefore the licensee is directed to pay compensation to the consumer. The licensee in its reply stated that the supply might have been disconnected due to on payment of amount of the bill by the consumer. Thus the licensee

has also not given any exact date of disconnection and in fact it has not even stated positively about disconnection. The CPL shows that after the meter was replaced bill for the month of Jan.09 has been issued as per the consumption and the said fact show that there was electricity to the consumer atleast till the end of Dec.08 when the meter reading must have been taken for issuing bill for the month of Jan.09. Thus it appears that the licensee has disconnected the supply to the consumer in the last week of Dec.08. The licensee has not filed CPL for the months of Feb.09 onwards. Thus the consumer remains without supply for about 4 months. Considering the said fact, the licensee is directed to pay compensation of Rs.3500/- (Rs. Three Thousand Five Hundred only) to the consumer for such disconnection without notice under section 56(1) of the E.Act 2003, by giving its credit to the consumer in the ensuing bill within 90 days from the date of this decision.

- 24). In view of the findings on the grievances of the consumer as above, the forum unanimously passes the following order.

**O-R-D-E-R**

- 1) The licensee to comply the directions given in above para Nos. 08 to 12, 14, 15, 17 to 21, and in case the consumer files application for transfer of the outstanding amounts in this connection account to any of its other connection account, and also application for getting the refund of the future instalments of RLC in lump sum as per MSEDCL's circular No.PR-3/Tariff/43583 dated 15.12.08 through its other connection

account, do so within a period of 30 days from the date on which the consumer files applications for the same as observed in para 22.

- 2) The Compliance should be reported to the forum within 90 days from the date of decision.
- 3) Compliance should be reported to the forum within 90 days from the date of decision.
- 4) Consumer can file representation against this decision with the Ombudsman at the following address.

*“Office of the Electricity Ombudsman, Maharashtra Electricity Regulatory Commission, 606/608, Keshav Building, Bandra Kurla Complex, Mumbai 51”*

Representation can be filed within 60 days from the date of this order.

- 5). Consumer, as per section 142 of the Electricity Act, 003, can approach Maharashtra Electricity Regulatory Commission at the following address:-

*“Maharashtra Electricity Regulatory Commission,  
13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05”*

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”

Date :15/05/09

(Sau V. V. Kelkar)  
Member  
CGRF Kalyan

(R.V.Shivdas)  
Member Secretary  
CGRF Kalyan

(M.N.Patale)  
Chairman  
CGRF Kalyan