



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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Date of Grievance : 07/03/2013
Date of Order : 08/07/2013
Period Taken : 123 days

IN THE MATTER OF GRIEVANCE NO. K/E/701/827 OF 2012-13 OF MS. KHATAIMBIB N. KAZI OF KALYAN (WEST) REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL

Ms. Khataimbibi N Kazi
Amin Flour Mill
Dudh Naka, Kalyan (W)
Dist. Thane 421 301

Consumer No. 020020089149

(Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Exe.Engineer, Sub Station 2,
Kalyan [West].

(Here-in-after
referred
as Licensee)

Appearance : - C.R. – Mr. Ammar Kazi
For Nodal Officer - Shri Bharambe

(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 grievance with the Forum on 7/3/2013 for illegally charging for burnt meters replaced, excessive energy charges and harassment.
3. The papers containing above grievance were sent by Forum vide letter No. EE/CGRF/Kalyan/0159 dated 7/3/2013 to Nodal Officer of Licensee. The Licensee filed its reply on 23/4/2013 & 7/5/2013, however parawise reply is not given.
4. We heard Consumer's Representative, Mr. Ammar Kazi, and on behalf of Licensee Mr. Bharambe, Asst. Engineer for Nodal Officer attended. Dy. Exe.Engineer-Mr. Narsingh and Engineer, Mr. Deshpande too attended and they are heard. This matter is heard from time to time but Licensee was to verify the status of service wires in the light of the claim of Consumer that installation of Consumer are already tested through licensed electric contractor. Those are in order and the reasons for disputing four meters burnt is due to fault in the service wire of Licensee. Such testing is done on 1/7/2013 by Engineer, Shri Deshpande and that report is placed before us during hearing on 2/7/2013. Copy of it was provided to the Consumer.
5. On hearing both sides and considering the material placed on record, following factual aspects are disclosed:
 - a) Consumer is having Commercial Supply bearing Consumer No.020020089149. It is three-phase supply for Flour Mill. The said Supply is given on 1/5/1980.

- b) The Consumer's meter burnt on four occasions, i.e. 3/3/2012, 26/5/2012, 25/8/2012 & 20/11/2012. As the meters were burnt those are replaced by the Licensee. However, charges for new meters installed are shown in the energy bills of Consumer and that charging is disputed. It is seen that the Consumer has been all along approaching the Officers of Licensee about this grievance right from 18/9/2012. Further she has written letters on 1/10/2012, 21/10/2012 and in those complaints, grievance is made about the defect in the wires of Licensee and there is no defect as such in the installation of Consumer. As there was no any heed to the request but forcible recovery is sought and in spite of such letters, further occurrence happened and meter was burnt in Nov. 2012.
- c) On this count the Consumer approached IGRC on 29/10/2012. IGRC decided the matter on 18/1/2013 rejecting the Consumer's application. Consumer approached this Forum on 7/3/2013.
6. Though complaint filed before us covers different aspects including excessive bill for some months, secondly about overt acts of officials of the Licensee and illegal recovery of meter charges of new meters installed due to old meters burnt. However, during the course of final argument, the Consumer's Representative restricted the dispute pertaining to amount charged towards replaced new meters and in respect of excessive act of officers, already she is made aware that this will be an administrative act, if it is to be dealt on administrative side for which she is at liberty. In respect of excessive charges there is no any further argument advanced, hence now we are restricting ourselves for the charges worked out and applied towards replacement of new meter in place of burnt meters and those occurred for four times.
7. In view of the above only question which we are required to decide is as to whether charging for new replaced meter in place of burnt meters to the

Consumer is legal and proper, whether the act of Licensee in this regard is correct one.

8. To reply this particular aspect it is just necessary to bear in mind that meter burnt as stated above four times respectively on 3/3/2012, 26/3/2012, 25/8/2012 & 20/11/2012. In this regard it is seen that as staff members of Licensee asked the Consumer, to have the installation checked, the Consumer has checked the installation through a licensed electric contractor. Such report is placed on record. It is dated 20/2/2013, speaks about installations tested on 13/8/2012 and 25/10/2012. Said certificate speaks that installations are perfect. An attempt is done from Licensee's side that certificate is of a recent date, however, we are able to see from record that installations got tested is not stated for the first time before this Forum but it finds place in the letter of Licensee dated 20/12/2012 and therein precisely the Consumer claimed as under:

“We have inspected all our connections & energy consuming equipments from a licensed electrician & found everything working up to the mark, moreover our mill is equipped with latest gadgets, trippers & best quality cut outs to prevent from mishaps & over loads hence any damage to the meter due to our usage is out of question. The only possible hitch to the meter is from main wires running from the grid to which I am neither authorized nor responsible to inspect or rectify. I had been giving verbal as well as written complaints to the officials of Parnaka Circle, MSEDCL, Kalyan (W) & also to the Sub Divisional as well as Executive Engineers of Tejashri Building, Murbad Road, Kalyan (W) still there is no heed till date...”

9. Accordingly, this is one of the counter-checks which speaks that Consumer agreed got the installations verified, hence those certificate is of Feb. 2013, it cannot be ignored or disregarded. In the same fashion, on behalf of Licensee

they tried to demonstrate that even the service wire reaching up to the meter in the premises of Consumer which is of the Licensee is totally in order. Such inspection as noted above is conducted on 1/7/2013. That report speaks that service wires are correct. Further in respect of one of the wires pointed out, it is said that it is also in order. However, one thing is clear that service wires which are checked on 1/7/2013 were replaced when during last time in place of burnt meter new meter was installed. Consumer in her application even in the letter addressed to this Forum enclosed with the Grievance Application clarified how the said service wires got replaced and connected, how he paid for it, etc. but it is also not in dispute that after charging of that service wire till this date there is no any recurrence of that incident of meter burning. Accordingly the Consumer contended that burning of meter was due to some fault with the wires of others pertaining to Licensee. Mr. Bharambe, Asst. Engineer during the course of argument submitted that the neutral wire, though in case found defective, it will not make any change leading to meter burning or any damage to the installation of Consumer. It is contended that Consumer's motor is working and it will not be affected by absence of said neutral wire or defect in it. He further contended that if at all there is any such defect, then all other installations or owners' connections available on that line will also be affected, but there is no any such reporting. On all these grounds the Officers of Licensee tried to contend that there was no defect with the wires of Licensee and it has not led to burning of meter.

10. Both sides as noted above are coming with their self serving contentions, the Consumer taken care to have the installations checked intimated to the Licensee prior to last meter burning incident about her installation is perfect. In spite of it incident has reoccurred. Only question which we were facing that how the meters in one year burnt for four times? In other words both are trying to point out to each other, the status of meter, if tested, would have thrown some light,

but admittedly those burnt meters are not tested. During the course of hearing, on behalf of Licensee it is made clear that those burnt meters are not tested is a factual aspect. The meter replacement report speaks about meter charges to be recovered from the Consumer in the energy bill. This is specifically mentioned by the officer inspecting it and this is acted upon and the Consumer was made to pay. In this regard the provisions of SOP are clear. The said proviso in clause 14.2.3 reads as under:-

“14.2.3 Where, upon a complaint by the Consumer or inspection by the Authorized Representative, the meter is found to be burnt, it shall be replaced and supply restored to the Consumer.

Provided that the distribution Licensee **may** recover price of new meter from Consumer.“

Clause 14.2.3 refers to burnt meters and replacement of it. In the aforesaid proviso it is not argued that invariably price of new meter is to be recovered from the Consumer. The word is used, “may” which is a discretionary aspect. In other words while confirming that real care is taken to ensure that such incident of meter burning must occur due to different reason and reasons may be from the failure on the part of either side.

At this stage, we are required to reproduce clause 14.2.4 which is helpful to note when charges for meter are to be recovered. It reads as under:-

“14.2.4 Except, in the case of a burnt meter or a lost meter, the Distribution Licensee shall not be authorized to recover the price of the meter more than once during the continuance of supply to the Consumer.”

This clause clearly speaks that in case of burnt meters and lost meters, charges can be recovered. It is a fact that for lost meters, there is no any

discretion left, but as noted above, discretion for charging towards meter replaced in place of burnt meter is seen.

Accordingly, whenever any such discretion is to be used then we find there should be reason recorded why it is being charged.

11. However there is no such reason recorded in any of the reports or separately by the Officers of Licensee. It is submitted that there is no such system and as the total wires of Licensee were perfect there was no any such necessity. We find the Officers of Licensee are not justified in taking this stand. We tried to find out whether prior to the application dated 1/7/2013 was there any previous inspection of service wires. But reply is in negative. Though Mr. Bharambe submitted that in the neutral wire though any fault is there, it will not affect the meter. Representative of Consumer stated that at the relevant time even some tube lights in the said unit exploded. May it be a fact, we tried to ascertain the factual aspect, if any reason is ascertained by the Licensee towards that incident of meter burning. We are guided by the report of replacement on which signature of Consumer is also taken and there is a portion in the said report which is of utmost importance it reads as under:-

“I am ready to pay recoveries if any after replacement of this meter with respect to the above connection after the testing of old meter. Both meter reading and seals’ positions are checked by me and found as above. One copy received by me.“

12. This clause is of utmost importance. No doubt such form is used for different reasons, however care is taken to ensure the clause about meter testing. It may be towards a defective meter or even an affected meter like that of burnt meter. On this point we find that Licensee has not resorted to the verification which was must. It would have provided a definite reason of meter burnt. That was

required to be done as charging amount on this count, if at all to be done, then almost all aspects are required to be dealt and failure to take this step definitely needs a consideration. Discretion as stated above is to be used while charging and if it is to be charged, reason should be there and we are not able to find any reason and the last aspect which we have dealt about, meter not tested, is, a striking point in support to the inference that it would have given a clue which is not ascertained by the Licensee and directed payment of meter charges. We find such charging is not permissible unless reasons are recorded. More particularly when Consumer himself got the installations checked and found it correct and in spite of it again the incident has occurred for which we find the Consumer cannot be made to pay.

13. Accordingly charging Consumer for all these four incidents of meter burning, in this matter, found not supported with any reason while using discretion and failure to test the meter. Above said reason for meter burning is a vital aspect which makes us to take a view that a recovery directed on that count is not legal and proper. Hence recovery shown in the energy bills on all these four occasions is to be quashed and Licensee is to be directed to adjust the said amount deducted in the ensuing bills of Consumer .
14. Accordingly this grievance of Consumer is to be allowed on this count.
15. Matter could not be decided in time as Licensee took time to file reply to this grievance and was to inspect its wires which is done belatedly.

I agree

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

(Sadashiv S. Deshmukh)
Chairperson, CGRF Kalyan

Member Secretary (Chandrashekhhar U. Patil) :

I have gone through the above reasoning. I respectfully disagree with it except for the contents in para 15 for the reasons that :

- a) Section 14.2.3 of MERC Regulations 2005 clearly gives the right to the Licensee for recovering cost against burnt meter.
- b) Section 14.2.4 again enlightens this issue clarifying the rights of Licensee for authorizing recovery of burnt meters.
- c) The Regulation has treated the cases of burnt meters in the same merit as that of lost meters.
- d) Any nature of fault occurring in service cable will technically affect towards sending end of the voltage. It will not pass towards Consumer's end affecting any such burning of that meter as the case is not of high voltage phenomena.

Hence to conclude that Licensee has no right for recovery against burnt meters will be contrary to the above MERC Regulation. Hence the Grievance should be rejected.

(Chandrashekhhar U. Patil)
Member Secretary
CGRF Kalyan

Hence the order by majority

O-R-D-E-R

- a) The grievance application which is pressed to the extent of the illegal recovery of charges towards replaced new meters in place of burnt meters is hereby allowed.

- b) Licensee to refund amount recovered towards the installation of new meters in place of burnt meters by adjusting in the ensuing bills.
- c) The compliance be reported within 45 days from the date of receipt of this Order.
- d) Consumer has not argued the aspect of excessive bills, hence no Order.
- e) In respect of grievances of the Consumer pertaining to overt acts of Officers, Consumer is to approach on administrative side to the Officers of the Licensee.

Date : 08/07/2013

I Agree

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

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan

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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”