



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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No. K/E/798/957 of 2014-15

Date of Grievance : 17/05/2014

Date of Order : 17/06/2014

Total days : 32

IN THE MATTER OF GRIEVANCE NO. K/E/798/957 OF 2014-15 IN RESPECT OF SOU.SANGITA DASHRATH WALUNJ, E-NO.1, PLOT NO.515, RATNA PRABHA APT, SAI SECTION AMBERNATH, TAL. AMBERNATH, DISTRICT THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING EXCESSIVE ENERGY BILL.

Sou.Sangita Dashrath Walunj,
E-No.1,Plot No.515,
Ratna Prabha Apt.
Sai Section Ambernath,
Tal.Ambernath, District-Thane.

Consumer No.**021540552620**)

(Hereinafter referred as consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited though its
Asst. Engineer, MSEDCL,
Badlapur (W), Sub-Divn.

(Hereinafter referred as Licencee)

Appearance : For Consumer – Dashrath Walunj –Consumer's representative.
For Licensee - Shri Khan –Nodal Officer/Executive Engineer
Shri Boke-Asst. Engineer

(Per Shri Sadashiv S.Deshmukh, Chairperson)

1] 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 and Determination of Compensation) Regulations, 2005.’ Hereinafter referred ‘SOP’ for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2005’.

2] The consumer approached this Forum with a grievance dated 17/5/2014, alleging that supply given to the consumer for flour mill, was not in use from 17/12/2007 and hence bill issued is, not correct which is for Rs.32,080/- issued on 29/10/2013.

3] On receiving the said grievance , it’s copy along with grievance sent to the Nodal Officer vide letter No. EE/CGRF/Kalyan/197 dated 20/5/2014. On receiving it, Licencee appeared and filed reply on 12/6/2014.

4] Matter taken up for hearing and we heard both sides. On the basis of material placed on record, arguments advanced by both sides, the following factual aspects are disclosed:

a] Consumer applied to the Licencee for supply to the Flour Mill, it was sanctioned on 24/3/2006. Firm quotation was issued by Licencee on 3/4/2006. Consumer deposited security deposit of Rs.7000/- on 10/4/2006.

b] Consumer contended that said flour mill operated for few months but for 6 to 8 months prior to 17/12/2007, it was not operated and accordingly, she addressed letter to the Licencee on 17/12/2007, contending that said flour mill is totally closed and minimum bill be issued. Xerox copy of it is placed on record and original shown during hearing. It bears initials of person which CR claims that it is signature of

Junior Engineer working at that time. In the said letter, it is made clear that till that date i.e. 17/12/2007, no any bill was received.

c] Consumer has contended that on 12/12/2008, one more letter is addressed to the Officers of Licencee and communicated that flour mill is not working, it is permanently closed and requested for issuing electric bill, as per meter reading available there and is ready to pay the amount. She has even contended that copy of previous letter is enclosed. It also bears signature of said Junior Engineer towards acknowledgment.

d] Consumer claimed that letter dated 21/9/2010, is, addressed to the Officers of Licencee, it is acknowledged by the Junior Engineer and Lineman Shri Gaikwad, by signing it. In the said letter consumer has sought PD bill. She communicated that said connection is permanently disconnected and she is to seek reconnection and hence sought PD bill for clearance.

e] Ultimately PD bill dated 29/10/2013 was issued by the Officer of Licencee.

f] It seems that none of the letters of consumer responded by Licencee and consumer was forced to go for seeking information under the Right to Information Act (RTI), vide letter dated 19/12/2013 and reply is given to her by Information Officer on 18/1/2014, enclosing duplicate PD report, prepared on the basis of PD register. Xerox copy of said PD register was also provided.

5] In the extract of PD register, which Licencee claimed as duplicate PD report consumer's supply is shown as PD on 13/12/2010. Last reading noted as 554 units. However, while issuing said PD report, portion is added therein, mentioning that "though in the PD register, reading is shown, as 554 units, but, it is written in different ink and it is not noted at the time of writing the PD register, but it is written subsequently." Further it is added that "due to said change in the ink, it cannot be said that final reading was of 554 units, as CPL readings shows 4206 in June 2008." Accordingly, these are the remarks added thereby, it is clear that this is not duplicate report, but it seems to be an extract of PD register, in it remarks added by the concerned who has prepared it, just before replying or complying RTI reply.

6] On behalf of Licencee, it is contended that letters of consumer dated 17/12/2007, 12/12/2007 are not received by the Licencee and those are forged documents. Further, it is contended that PD bill dated 29/10/2013 is correct one, it is

as per final reading noted in the CPL. Accordingly, it is maintained that consumer's supply was PD on 13/12/2008 and final reading was 4206.

7] During the hearing, it is disclosed that though, there is allegation of forgery about letters of consumer placed on record, there is no any other supporting material from Licencee's side. Merely reply is, submitted by Licencee through Officer who joined posting on 25/5/2013 at Badlapur Sub-Division, there is no any mention, in respect of letters, was there any enquiry with the Officers then working? It is stated that one of the Officer is still working there but, it is not clear whether his clarification is obtained. Consumer placed on record Xerox copies of letters and shown us the Office copies of letter i.e. originals which as submitted are bearing initials of Officers. We find, the manner in which these papers are placed on record and bearing initials of officials then the contentions are to be accepted. It cannot be accepted that those are forged, for the allegation of forgery there should be supporting material more particularly when the Office copies of letters on which consumer relied are bearing the initials of Officers of Licencee and there is no any enquiry with them about these letters. In the light of above, one thing is clear that it is the consumer right from 2007 seeking bills, and in the year 2010 she had sought PD bill, but her request is not responded and as observed above, she resorted to provisions of RTI. Then she received details.

8] As per the contention of Licencee, notice for payment of bill was issued on 24/6/2013. Though there is reference to it in the reply of Licencee, that notice for payment of arrears was issued to the consumer on 24/6/2013, it is not produced on record. Consumer denied that any such notice was received. It is contended that at no point of time, till that date no any bill was received. It is seen, on one hand, Licencee claims that connection is PD on 13/12/2008, the demand of PD bill is made on 24/6/2013 which is exactly after more than four years and six months.

9] Now question comes up whether readings, noted in the PD register, as 554 units is to be accepted or whether the claim of Licencee, that at the time of PD,

is, to be accepted? In this regard, we find for the sake of arguments, if it is accepted that entry in the register is in different ink and no units were entered in PD register, and as contended by Licencee, the reading was of 4206 units, it is not subsequently rectified in the PD register. It is not clear why the said register was kept blank without entering any units as claimed by Licencee and subsequently in different ink units are entered. It is also clear that there is no remark on the register that units 554 are added, at a subsequent date which are not correct and actual reading as per CPL is of 4206 units. Secondly, we find, from the CPL entry, right from the date of giving supply till August 2008, actual readings not taken but 554 units reflected in PD register, but in CPL for the first time, units are shown as 4206 in August 2008 and consumer is assessed for the said total units in that month. It is tried to be argued that said units are for total previous period from inception. If this inference is to be drawn, then definitely on bifurcating the liability from the date of connection quantum ought to have been worked out, which is not done.

Accordingly, we find the process of PD is of utmost importance. In case of PD, meter which is taken out needs to be dealt, confronting to the consumer, the consumption recorded which is reflected in the meter at the time of taking it out. Nothing of this nature is done. No inspection report or spot report showing the exercise of meter taken out, towards PD and units reflected therein at the time of taking it out is prepared on that spot and then entered in the PD register. PD register is merely a document prepared on the basis of information provided. It is not just and sufficient to say that on the basis entries are taken on the basis of meter taken out and brought to the Office. Even such theory if accepted then, actual reading as per CPL ought to have been entered in the register and figure entered by using different ink ought to have been deleted with appropriate remark, which is not done. Though supply is given in the year 2006, reading is recorded first time only in June 2008. Every month reading is not taken and not reflected in CPL hence it is not possible to accept theory of total units recorded in CPL as 4206. On what basis it is entered in

CPL is not shown. This aspect is important when units 554 entered in the PD register. It may be possible, as submitted by Officers of Licencee, that average if said flour mill was working two hours consumption of units 4206 will be correct, but we find when we are fixing the units as 554 then there are various possibilities like that of, meter not properly showing the readings etc.. Further, we find, that when right from beginning to May 2008 reading was not there, and how the units 4206 reading is recorded is not clear. We are not able to digest this particular figure, more particularly, when it is not tallying with the register. The flaw which is committed right from beginning by not taking actual reading, now denying letters of consumer, who sought minimum bill, sought PD bill gave deaf ears. Consumer, in the year 2010, was to seek connection at that place and considering the possibility that Officers of Licencee may deny it for want of clearance of dues outstanding, sought PD bill which was not issued within reasonable time, but when she resorted to RTI, matter moved.

10] Now question come how much can be previous dues, whether to the extent of 554 units or for 4206 units?

11] In view of above discussion, it is clear that Licencee failed and neglected to take reading per month right from inception and not issued bill to the consumer, but in June 2008 reading is shown and meter is PD on 13/12/2008. Details are written in the PD register and last reading is shown as 554 units. Though dispute is raised about said figure in the light of units shown in CPL that aspect is not corrected or rectified. But tried to be ignored, contending that it is written in different ink. PD register cannot be disbelieved on the ground that in CPL units consumed is shown as 4206. Recording in the is not done per month and reading shown as 4206 units only in June 2008 which is not inspiring any confidence. Though meter is said to be PD in the register in December 2008 but in CPL, said month of December 2008 not shown. However, it is shown in September 2009. No any proper explanation is coming. Accordingly, there is no force in the contention that entry of 4206 units is the reading, correctly entered in the CPL. On what basis, this entry is done is not clear. During

hearing procedure is stated that when meter is PD, those meters are brought to the Office and entry is taken of the units visible in the meter in the PD register. If this is so, we find entry in the PD register and figure of 554 units reflected therein in the register of Licencee, is, to be treated as base. We find, consumer was intending to seek reconnection at the same place and was to discharge the burden of liability in that premises to the extent of 554 units shown in the month of June 2008. We find that supply is available to the consumer from June 2006 and at no point of time, consumer is served with any bill. Hence existence of supply from June 2006 up to PD in December 2008, leads to an inference that minimum charges for those months are to be recovered. As bills are not issued, consumer cannot be asked to bear any interest as such on the dues. Accordingly, Licencee to revise the bill treating minimum charges per month from the date of connection i.e. June 2006 till 13/12/2008. In the month of June 2008, units are reflected as 554 shown in the PD register be treated as correct and bill be issued on that quantum of units. Consumer is not to be charged any interest on delayed payment etc. She cannot be thrust with any penalty, as total things are lacking on the part of Licencee. Accordingly, Licencee to work out the liability and adjust its amount from security deposit lying and recover the balance from consumer. This process of revision in the bill and demanding the balance due or refunding the excess amount available be complied within 30 days from the date of this order. Consumer, if intends to seek reconnection is to pay outstanding if any so worked out within reasonable time.

Hence the order.

ORDER

Grievance of consumer is hereby allowed.

Licencee to revise the bill treating minimum charges per month from the date of connection i.e. June 2006 till 13/12/2008. In the month of June 2008, units are reflected as 554 shown in the PD register be treated as correct and bill be issued on that quantum of units. Consumer is not to be charged any interest on delayed payment

etc. She cannot be thrusted with any penalty, as total things are lacking on t he part of Licencee. Accordingly, Licencee to work out the liability and adjust it's amount from security deposit lying and recover the balance from consumer. This process of revision in the bill and demanding the balance due or refunding the excess amount available be complied within 30 days from the date of this order. Consumer, if intends to seek reconnection is to pay outstanding if any so worked out within reasonable time.

Dated:17/6/2014

I agree

I agree

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

(Chandrashekhhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

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”

- c) 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.

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