



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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Date of Grievance : 21/07/2012
Date of Order : 22/10/2012
Period taken : 90 days

IN THE MATTER OF GRIEVANCE NO. K/E/633/751 OF 2012-2013 OF
M/S. BEHERE PRESSURE COOKER & APPLIANCES PVT. LTD.
AMBERNATH (EAST) REGISTERED WITH CONSUMER GRIEVANCE
REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT EXCESSIVE
ENERGY BILL AND CHANGE OF NAME.

M/s. Behere Pressure Cooker &
Appliances Pvt. Ltd.
A – 94, Addl. MIDC, Anand Nagar,
Ambernath (East), Dist : Thane

(Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Executive Engineer
Ambernath East Sub-Division

(Here-in-after
referred
as licensee)

(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 a L.T.-V consumer of the licensee. The Consumer is billed as per Industrial tariff. The consumer registered grievance with the Forum on 21/07/2012 for Excessive Energy Bill & Change of Name. The details are as follows :
Name of the consumer :- M/s. Behere Pressure Cooker & Appliances Pvt. Ltd.
Address: - As given in the title
Consumer No : - 021524035763
Reason of dispute : Excessive Energy Bill & Change of Name
- 3) The set of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0590 dated 21/07/2012 to Nodal Officer of licensee. The Licensee filed reply vide Letter No. SE/KC-II/Tech/3684, dt. 06/08/2012, DYEE/O&M/Sub.Dn/Amb(E)/852, dt. 13/08/2012, DYEE/O&M/Sub.Dn/Amb(E)/885, dt. 24/08/2012, DYEE/O&M/Sub.Dn/Amb(E)/1150, dt. 15/09/2012.
- 4) We the Members of the forum heard both sides in the meeting hall of the forum’s office on 06/08/2012, 14/08/2012, 27/08/12 and 15/09/2012. Licensee is represented by Nodal Officer Shri Giradkar, Shri Agarwal Dy.

Ex. Engr., Shri V. H. Kasal and Shri Aslam Beg Consumer Representative was present.

- 5) This matter pertains to change in consumer's name. Applicant herein is a partnership firm who took over the unit of M/s. Behere Pressure Cooker & Appliances Pvt. Ltd. as per registered document dt. 20/07/2007. This taking over is consented by M.I.D.C. as well as Maharashtra Pollution Control Board. Herein-after this applicant is referred as consumer who applied for change in name for the supply given in the name of M/s. Behere Pressure Cooker & Appliances Pvt. Ltd. This application is accordingly presented on 09/04/2012.

In response to said application for change in the name officer of Licensee visited the consumer's premises on 06/06/2012 and submitted report observing that 'R' phase C. T. showing zero current , thereby 1/3rd electricity consumption not metered and said charges be recovered as per rules. Hence in view of said letter dt. 06/06/2012 provisional bill was prepared on 09/07/12 for 21428 units for Rs. 01,42, 890/- and it's recovery was sought by issuing a letter dt. 10/07/2012. Alongwith the said letter bill was served on the consumer.

On receiving the said letter and bill consumer approached the officer and sought copy of report on the basis of which bill is prepared. To that effect he submitted letter dt. 19/07/2012. Accordingly there after on 21/07/12 consumer approached this Forum.

In pursuance of the grievance filed by consumer, notices were issued to both sides fixing the matter for hearing on 14/08/12, however, on 27/07/12 officer of Licensee issued a letter to the consumer for clearing the

dues inclusive of aforesaid amount due as on that date for Rs. 1,89,188/- on or before 11/08/12. Further consumer was conveyed that if he fails to pay said amount, supply will be cut off without any prior intimation.

On receiving the said letter consumer approached this Forum placing on record application dt. 30/07/12 bringing it to the notice of this Forum said development. As there was a threat, we decided to take it up earlier for Interim Relief. With intimation to both sides, matter was taken up on 06/08/12. During the hearing of said application both sides made submissions and Interim Relief order passed on 06/08/2012 staying the action of recovery on condition that consumer deposits Rs. 20,000/-. There after matter was fixed for final hearing on 14/08/2012. On that day both sides placed on record their contention and submissions.

On behalf of Licensee say was filed in addition to the reply dt. 06/08/12 submitted towards applicant's Interim Relief application. On behalf of Licensee objection is raised towards the status of present applicant, secondly it is contended he has not approached IGRC first and it is contended on merit that failure of C.T. was due to over loading. In the light of these objections hearing was commenced but time was sought on behalf of Licensee contending that officer of Licensee intends to visit consumer's site once again.

On 15/09/12 officers of Licensee and consumer attended. Officer of Licensee submitted his letter dt. 15/09/12 and claimed that consumer has added one more drilling machine of 7.5 HP than the machinery already cited by the previous user. Accordingly it is contended this use of additional drilling machine led to the failure of 'R' phase C.T. At this stage

it is contended that consumer is appropriately billed for a period of last two years which is proper.

On the basis of material already placed on record both sides made their submissions in tune with their contentions. On the basis of material placed on record by both sides the disputed aspect needs to be dealt.

(A) **Directly approaching Forum** : On behalf of Licensee it is contended that consumer has directly approached this Forum without approaching IGRC. This aspect though initially argued, the incident occurred prior to the date fixed initially for hearing led to a development and on behalf of Licensee letter was issued asking the consumer to pay all the dues to the tune of Rs. 01,89,188/- on or before 11/08/2012, hence it was a case of threat given in between and as a relief was sought, it was dealt. Accordingly though initial application was for change in the name and claim of amount subsequent development was threat of disconnection that too before the date fixed for final hearing. In this regard we made it clear to the Nodal Officer and officer of Licensee that matter is at a peculiar stage and it can be even dealt by IGRC and directions to that effect can be given. However, Nodal Officer submitted as matter is being heard and development has occurred, let it be decided here instead of going for another round. In this light we find matter is of peculiar nature and threat of disconnection is there which even we peruse from original bill dt. 09/07/12 wherein payment was sought within 24 hours but subsequently 24 hours figure is scored off, accordingly matter is being dealt by this Forum.

(B) **Status of Applicant** : On behalf of Licensee, though status of applicant is challenged contending that he is not the consumer but factual aspects are

clear. This applicant is the person who has taken over the unit under the registered deed consented by M.I.D.C. as well as Maharashtra Pollution Control Board and hence his status is of prospective consumer and it is he who is required to apply for change in name for connection as per rules. Accordingly this objection is found without any force.

- (C) **Change of purpose & addition of machinery** : On behalf of Licensee objection is raised contending that consumer has changed the purpose. Said contention is in the light of the fact that M/s. Behere Pressure Cooker & Appliances Pvt. Ltd. was engaged in manufacturing of utensils and machinery but present applicant is engaged in dealing with machinery. We find this cannot be read as a change of purpose as one purpose is still being pursued. Accordingly this aspect is found without any merit.

Second part of the objection raised by Licensee is that of one more machine added of 7.5 HP and it's use laid to the failure of 'R' phase C.T. In this regard on behalf of consumer it is submitted drill machine is purchased on 30/08/2011 and on behalf of Licensee amount is being claimed, working out it for 1102 days and liability is worked out for two years under Section 56 (2) of Electricity Act that too on the basis of MRI report. In this regard on behalf of Licensee it is contended that adding of machinery is a aspect which leads to failure of 'R' phase C.T. but we find the list referred by the officer on the basis of his visit on 15/09/12 but the liability is worked out and sought to be recovered on the basis of initial report submitted by the officer dt. 06/06/2012. Relevant observations and remark of said officer are worth noting and those are as under :

Clause No. (13) Irregularities observed and Remark : 'R' phase C.T. is showing zero current. Necessary Assessment is to be done. As per Company Rule 'R' phase C.T. seems to be failed. C.T. is to be replaced.....

At this stage itself one more observation of said officer in Clause No. 12 (5) is worth noting which reads as under :

Clause No. (12) Details of connected Load :

Sub-Clause (5) : M.D. on. Meter Display 35.0 KVA

In reply to the contention of officer of Licensee consumer submitted that at no point of time there is any crossing of M.D. It is submitted sanctioned demand is of 053 KVA and at no point of time till the said officer has inspected and reported there is any aspect of crossing of the sanctioned load. On this basis consumer contended the claim of Licensee is not tenable.

No doubt on behalf of Licensee Officer representing submitted that if any new machine is added, then as per Clause 11 of Model Form of Draft Conditions of Supply under Rule 27 of Indian Electricity Rules intimation is to be given and effects thereof. We find this particular condition in the Conditions of Supply speaks about action which can be taken but it is not speaking about the fact of failure of C.T. As per that condition a peculiar procedure is required to be followed. At this stage we find the present aspect revolves around the connection taken on 01/05/2008 by M/s. M/s. Behere Pressure Cooker & Appliances Pvt. Ltd. but as on that date previous Act under which these rules are framed was not in existence. Secondly those are the mere draft rules and precise rules adopted are not

placed before us. However, on the basis of the Clause which is quoted, we find in no way will help the Licensee for the action now being dealt. Even the said draft rules will not be applicable as MERC orders are in the field.

- (D) **Relief of change in the name and liability of consumer to pay for failure of 'R' phase C. T. :** These two aspects are interlinked. Consumer approached for change in name and during inspection failure of 'R' phase C.T. noticed, thereby liability is raised and officers of Licensee claimed that unless said amount which is calculated for two years is paid, there could not be change in the name.

This aspect is to be dealt initially dealing the aspect of failure of 'R' phase C.T. where by meter was recording zero supply from said C.T. and on the basis of MRI Licensee worked out the units and for 1102 days of supply utilized precisely units are to be tune of 21428. There is no dispute about fact that 'R' phase C.T. found failed, that too during the inspection. It was done as required in the light of application for change in the name. Mute question requires to be answered as whether this failure of C.T. from 'R' phase is to be treated as a defective meter and fault is to be found with consumer. For answering this question provisions of MERC Regulations 2005 are to be considered. In this regard there is a definition of meter in MERC (Electricity Supply Code and other conditions of supply) Regulations 2005. Said definition clause 2.5 (q) reads as under :

' Meter - means a set of integrating instruments used to measure, and / or record and store the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given time, which include whole current meter

and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes pre-payment meters. ’

This particular definition is wide enough to include other accessories, current transformer (CT), wiring and accessories. Accordingly to find out whether the meter is defective these parameters are to be applied as to whether the defect was in current transformer (CT), instrument used for measuring electrical energy, necessary wiring and accessories available to the said CT and meters. Now precisely we are confronted with a failed ‘R’ phase CT. The Licensee has contended that CT failed. We have gone through MRI report wherein zero supply current is shown for the said ‘R’ phase CT. We find CT failed in between. However, mute question comes up whether CT is a part of meter and if CT is failed, will it amount to a defective meter. We have already noted the definition of meter and there is an order of Hon. Ombudsman, Mumbai dated 17/08/2010 in representation No. 100 of 2010 M/s. Rajlaxmi Home Products Pvt. Ltd. v/s. MSEDCL wherein Hon. Ombudsman noted ‘R’ phase CT stud was broken, no voltage was going to the meter, meter was not recording the total consumption and accordingly when that aspect was brought before the Ombudsman in representation, by the consumer, Ombudsman dealt about the said broken PT and its relevance to defective meter and has observed as under :

Para 16

‘ In any case, the fact remains that the meter was tested in the laboratory twice and found correct, but R phase stud of the PT

was broken. This is not disputed by either party. However, it is not known when the stud got fully broken, so that no voltage was supplied through R phase. It could be few days or few months. The only logical conclusion is that the meter CTPT unit was defective for some time prior to visit of the agency / inspection squad. Another conclusion would be that, less recording of units or slowness due to broken stud will be maximum 33.33%. In other words, the disputed meter was defective ----- ‘

Hon. Ombudsman in the final conclusion in para No. 18 observed as under :

Para 18

**‘ In view of the explanation aforesaid, it is clear case of defective meter and therefore the recovery is got to be limited to a period of maximum 3 months as provided in the Regulation 15.4.1 -----
----- ‘**

Accordingly it is clear already in aforesaid precedent of Hon. Ombudsman laid down that when the stud of PT was broken in that case recovery is made limited to 3 months treating it as a defect in the meter. No doubt, even before the Hon. Ombudsman MRI report was there and period covered was about 40 months.

We find things are required to be brought within the four corners of rules and accordingly it is found that ‘R’ phase CT was failed and it amounts to defective meter as per the definition and hence as per regulation recovery is to be restricted only for 3 months.

6. In view of the above conclusion it is clear that in this matter the meter is found defective, 'R' phase CT was found failed. Ultimately it is a case of defective meter and hence recovery cannot be done for a period more than 3 months. Bill issued by Licensee to the tune of Rs. 01,42,887=61 covering the period more than 3 months is not legal and correct, hence it needs to be set aside. Recovery is to be made limited only for 3 months.

Already while dealing with interim relief considering quantum of amount sought to be recovered relief was granted, on condition of consumer depositing Rs. 20,000/- Already it is deposited by consumer and hence now the bill issued by Licensee dated 09/07/2012 is to be restricted only to the extent of 3 months period. Already as per Interim Order Rs. 20,000/- paid hence on new calculation by Licensee, balance it may be more or less, which can be either recovered if it is more or adjusted if it is less. Accordingly this grievance is to be allowed.

7. Matter could not be decided within 60 days as the officer of Licensee was to inspect and on inspection he filed say on 15/09/2012.
8. In view of the above, this grievance of consumer is to be allowed directing the Licensee to change the name of consumer as prayed on condition that consumer is paying the amount as noted above as there is a aspect of defective meter.

I agree

(Sadashiv S. Deshmukh)
Chairperson, CGRF Kalyan

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

View of Member Secretary (Shri R. V. Shivdas) :

I have gone through the above reasoning. I am not agreeing to it. The action of Licensee vide Letter No. SE/KC-II/Tech/3684, dated 06/08/2012 and Letter No. DYEE/O&M/Sub-Dn/Amb(East)/885, dated 24/08/2012 is correct. Hence Grievance application of consumer to that extent is to be dismissed.

(R. V. Shivdas)
Member Secretary
CGRF Kalyan

Hence the order by majority :

ORDER

- 1) Grievance application of the consumer is allowed.
- 2) The bill issued by Licensee to the consumer dated 09/07/2012 of Rs. 01,42,887=60 is hereby set aside and it be re-worked out by Licensee only for three months and served on consumer within 15 days from the date of receiving this order. Already we have directed the consumer to deposit the amount of Rs. 20,000/- which as per consumer is deposited. Licensee is at liberty to recover any amount found excess for the said three months than Rs. 20,000/- and if the payment of Rs. 20,000/- is found more, then it be adjusted in the ensuing bills of consumer.
- 3) Prayer for change of consumer's name is allowed. Licensee to carry out it on consumer depositing the amount as directed above in relief No. (2).

- 4) Licensee to submit compliance report within 30 days from the date of receiving this order.
- 5) The Consumer if not satisfied, can file representation against this decision with the Hon. Electricity 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”.

- 6) Consumer, as per section 142 of the Electricity Act, 003, 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”

Date : 22/10/2012

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

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan