



Consumer Grievance Redressal Forum, Kalyan Zone
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No. **K/E/790/949/2014-15**

Date of Grievance : 21/04/2014

Date of Order : 02/07/2014

Total days : 72

IN THE MATTER OF GRIEVANCE NO. K/E/790/949 OF 2014-15 IN RESPECT OF M/S. VELTECH FORGING PVT. LTD. PLOT NO. H-39 40, KUDAVALI, MURBAD, DISTRICT THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING REFUND OF INTEREST ON SECURITY DEPOSIT.

M/s. Veltech Forging Pvt. Ltd.,

Plot No.H-39 40 , Kudavali,

MIDC, Murbad,

District-Thane.

.... (Hereafter referred as Consumer)

Consumer No.018019017903-HT)

Versus

Maharashtra State Electricity Distribution

Company Limited though its

MSEDCL,Kalyan Circle-II

.... (Hereinafter referred as Licensee)

Appearance : For Consumer –Shri Mudliyar-Consumer's representative.

For Licensee - Shri Khan –Nodal Officer/Exe. Engineer

Shri Kasal-Asst. Engineer.

Shri Chavan –Asst. Accountant.

(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

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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] Consumer brought this grievance before Forum on 21/4/2014, contending that it had deposited security amount towards additional load on 20/4/2010, to the tune of Rs.4,11,255/- and on 30/6/2011 to the extent of Rs.2,82,500/-. However, the said security deposit not reflected in the account of consumer in the month in which it was deposited, but first amount is reflected after the gap of 14 months and for second deposit that there is delay of 10 months. Accordingly, it is contended that said security deposit, though reflected belatedly interest is not paid, for the period for which it was not entered in the register. Secondly, consumer has contended that it is the Licencee who was required to bear the charges towards metering equipment and allied aspects as per the MERC Regulation and said amount is not paid which is also sought by consumer. Thirdly, it is contended that though additional load was sanctioned but consumer is saddled with excess demand charges and it had sought its refund. Further it is contended that additional load was to be provided within one month from the demand application which is not complied, hence consumer be provided compensation as per SOP.

3] On receiving this grievance its copy along with accompaniments sent to the Licencee vide this Office Letter No. EE/CGRF/Kalyan /160 dated 21/4/2014. In response to it, Officers of Licencee appeared and filed first reply on 20/5/2014, raising objection on the ground of limitation, thereafter filed second reply on 30/5/2014,

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towards disputed aspect, simultaneously, consumer filed additional contentions on 27/5/2014 and 10/6/2014.

4] In the light of aforesaid contentions and reply, we heard both sides. On it's basis, this matter needs to be decided under four heads, i.e. 1] Limitation, 2] Entitlement of Interest on the Security Deposit from the date of respective deposit of security deposits and 3] Liability of Licencee to bear charges towards metering equipments and allied as per MERC Regulations, 4] Refund of excess demand charges and compensation to the consumer, towards additional load not given within prescribed period.

I] LIMITATION

5] Licencee raised objection in it's reply dated 20/5/2014 to this grievance, contending that grievance is time barred, it cannot be entertained and dealt by this Forum. It is contended that interest amount on security deposit is claimed from 20/4/2010 to 30/6/2011 and this period is more than two years hence this Forum cannot deal this matter. It is contended that cause of action arose in April 2010 but, consumer lodged grievance with Licencee on 28/1/2014 and thereafter, before this Forum on 21/4/2014 which is after two years of cause of action. In short, Officers of Licencee relied on MERC Regulation 6:6 .

6] In respect of bar of limitation consumer's representative submitted that grievance is not barred, consumer has initially approached Chief Engineer by Writing letter on 28/1/2014 which is not replied, which is not dealt within two months. It ought to have been dealt or it ought to have been forwarded to IGRC for decision and IGRC was to decide it within two months. Accordingly, it is contended that that there is no bar of limitation prescribed for approaching Licencee and IGRC. But, matter is not brought to CGRF directly. In case of approaching CGRF directly, it should have been within two years from the date of cause of action which is not the fact in this matter.

7] Officers of Licencee in support of their contentions, attempted to rely on the order passed by this Forum in grievance No. 730 M/s. Khemi Dying v/s. MSEDCL, decided on 30/8/2012. However, it is clear from the said order that consumer therein had approached the Officers of Licencee on 26/4/2010 thereafter approached the Forum on 7/6/2012 and dispute was pertaining to the bill dated 19/4/2010. This Forum concluded that after approaching the Licencee grievance is not brought before this Forum within two years from the said date of cause of action i.e. **from the date of approaching Licencee.** Accordingly, said grievance was dismissed as it was beyond the period of limitation. In this matter, facts are otherwise, consumer for the first time, approached Licencee, on 28/1/2014, with all these grievance. Licencee not dealt it, not forwarded it to IGRC. **As per MERC Regulation, grievance to Officers of Licencee is also to be treated as grievance to IGRC. Hence, cause of action commenced in this matter by filing application before the Officers of Licencee and as it was not decided within 60 days, consumer is having liberty to approach this Forum, within two years from the cause of action. Cause of action in this matter, as contended by consumer is after 60 days from 28/1/2014.** Probably said date of cause of action will be 31/3/2014. Hence, grievance brought before us on 21/4/2014 is well within the period of limitation. This conclusion is arrived at on plain reading of provisions of MERC Regulation. This particular view is clearly laid down by our Hon'ble High Court in **Writ Petition No.9455/2011 M/s. Hindustan Petroleum Corporation v/s. MSEDCL Judgment dated 19/1/2012** . In this light, we find there is no any force in the objection raised by Licencee on the ground of bar of limitation. Grievance is well within the period of limitation which this Forum is required to decide.

II] **Payment of Interest on Security Deposit from the date of deposit:**

8] It is not disputed that consumer is having supply towards it's industry from 16/1/1993. Further, consumer sought additional load from 250 KVA to 460 KVA vide application dated 4/9/2009, sanction towards it, was granted on 7/12/2009.

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Accordingly, consumer paid security deposit of Rs.4,11,255/- on 20/4/2010. The said load was not actually connected. Consumer again applied on 20/4/2011, seeking additional load from 250 KVA to 750 KVA. On behalf of Licencee, estimates were provided and sanction was granted on 14/6/2011. Towards the said additional load, consumer deposited additional security of Rs. 2,82,500/- on 30/6/2011. At this stage, it is to be clarified that second additional load was sought from 250 KVA to 750 KVA and towards it total security deposit to be deposited was more than Rs.2,82,500/-. But the said balance is adjusted from previous security deposit of Rs.4,11,255/- paid on 20/4/2010. Accordingly, security deposit for latest additional load sought, is, paid but said security deposits not shown in the account of consumer, on the dates of respective deposits and thereby consumer, is, denied with the interest on the said sum. As noted above, there is delay for entering security deposit which is of 14 months in respect of first security deposit and 10 months in respect of second deposit.

9] In this regard, consumer's representative submitted that it is not consumer's fault for non appearance of its security deposit in the record of Licencee, on respective dates, on which consumer had paid the amount. It is consumer's contention that amount is deposited as **security deposit** and hence, it is entitled to interest on it from the respective dates of deposits, as per MERC Regulation.

10] As against this, Officer of Licencee contended that it is not just and proper to claim interest, without availing the sanctioned additional load, as Licencee is supposed to pay interest out of the proceeds of additional load utilized by consumer which is to be supplied. It is contended that accordingly Licencee would have earned the revenue out of the additional load supplied and would have paid interest.

In this regard, we find, legal position, is of utmost importance. It is a fact that whenever any security deposit is paid, in case of existing consumer, it goes to the head of security deposit, in the account of concerned consumer maintained by Licencee. In case of new consumer, it is made clear on behalf of Licencee that though security deposit is paid, on a particular date and supply is sanctioned with the gap of 4 or 6 months, still interest is paid, on security deposit from the date of its deposit. This

aspect has its own importance. In the present matter, it is clarified from the Licencee side that when amount was deposited by the present consumer towards security deposit, consumer number was not written in the receipt. Accordingly, we find, due to that omission said deposit amount is not reflected in the name of consumer in the account maintained by Licencee i.e. CPL etc., on the respective dates of deposit, thereby consumer is not given any interest, during that period, which is not reflected, in the account.

Secondly, Officers of Licencee are claiming that on the earning of revenue by providing additional load sought by consumer, interest is to be paid. We find, security deposit account, is, quite different, amount received by way of security deposit is kept separately and on the said amount, every year by the end of financial year, interest is deposited, in the account of concerned. We are also aware that interest paid on such security deposit is not of any higher rate i.e. by way of earning income but it is equal to **Bank Rate** of Reserve Bank of India. This cannot be said to be any profit motivated or revenue connected aspect. The word 'security deposit' denotes that it is deposit and when there is provision in MERC Regulation/ and tariff orders, directing the Licencee to pay interest on such deposits, it is inescapable and it cannot be connected to earning revenue, as submitted by Officers of Licencee. Though, quantum and date of paying amount, towards security deposit is not disputed, but dispute is of paying interest from the date of deposit. We find, said dispute of paying interest from the date of deposit is not tenable. Hence Licencee is required to pay interest to the consumer on the said security deposits from the respective dates of deposit.

III] **Refund of metering and allied charges etc.**

11] During hearing, CR relied on order of MERC in Case No. 70/2005 dated 8/9/2006 followed by order of the Hon'ble Ombudsman bearing case No. 35/2012, order of CGRF Nasik bearing No. 59/2011 dated 2/8/2011 and in all those matters, it is reflected that metering charges are to be borne by Licencee and therein, direction given to Licencee to refund the cost of said meter to the concerned. This

decision of MERC is delivered on the representation of Licencee as it was facing various difficulties.

12] It is argued from Licencee side, that as per the sanction order, consumer was to provide metering equipment. The question is whether it is to be read as a mere direction or compulsion to provide metering equipment by consumer. In other words, there is a provision available in Section 55 of Electricity Act wherein the consumer may provide his own meter. The word is used **when “consumer elects to have”**, in other words, it is a option available always to the consumer. In this light, it is to be decided. whether in this matter consumer was asked to give option and it had opted for providing it's own meter.

13] Admittedly, on plan reading, of sanction order dated 14/6/2011, it is not giving an impression that option was asked and given by consumer, but it is explained by Officers of Licencee that existing position, as on that date, is, required to be borne in mind. In this light, they submitted that consumer has provided documents with Licencee towards said meter purchased which is installed. Consumer provided to Licencee guarantee certificate of said meter dated 17/5/2011. In this light, it is submitted that consumer has applied for extension of load from 250 KVA to 750 KVA on 20/4/2011 and though sanction is given on 14/6/2011, meter was purchased prior to it i.e. on 17/5/2011 as per certificate and purchase receipt i.e. prior to the sanction order. In this certificate, date of purchase order, is written as 15/5/2011. No doubt, on behalf of consumer, it is vehemently contended that consumer has previously applied for extension of load on 4/9/2009, it was sanctioned on 7/12/2009 and in fact it was not released. It is contended that due to not releasing the said load, consumer was facing burden of excess demand charges and hence second attempt was done to seek extension of load on 20/4/2011. Accordingly, it is submitted that mere purchase of meter shown in the guarantee certificate, cannot be read against the consumer.

14] Now question needs to be replied whether it can be said that consumer has exercised option, to provide meter or it is Licencee who forced the consumer to bring meter. If, it is concluded that consumer has elected it, then consumer will not be

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entitled to have refund of it's cost. If, it is concluded by drawing inference that consumer was forced to bring meter, then consumer is entitled to reimbursement of the meter cost. Along with grievance application on page no.21, there is chart showing estimate of expenditure. It covers different aspects. Consumer's representative claims it covers meter and allied works. He further claims that these expenses were to be borne by Licencee and as consumer has borne it, consumer is entitled to reimbursement. On behalf of Licencee, it is submitted that this work is done under DDF. Consumer has opted for DDF and hence, consumer is not entitled to any reimbursement of it, it happens to be sole property of consumer and consumer was simply to pay 1.3% supervision charges. Accordingly, it is contended by the Licencee that total, amount cannot be directed to be refunded. They added even cost of meter also not to be refunded.

15] We tried to find out exactly what is the scope of DDF. Though consumer is relying on the orders of MERC towards notion of DDF, we find it, proper to refer to the definition of DDF in Supply Code Clause 2.1 (g). As per said definition meaning of DDF is 'providing some facilities' but it is specified that 'a service line' is not included in it. Accordingly service line is not covered in DDF. In this matter also Licencee claims that service line and meter are the only two aspects dealt as DDF. As perceived by us meter is installed, service wire connected to it and hence if, service line is not included in the DDF, there is no question meter can be said to be an item, attracting or included in DDF. It is a fact that second argument is already advanced that as per Section 55 and Section 47 of Electricity Act. There is provision for providing supply through electric meter and electric meter is to be provided by Licencee and there is a option available to the consumer to provide it's own . Accordingly, it is the contention of the Licencee herein that consumer has opted its own meter and hence consumer is not entitled to get any refund. But question is, whether service line was said to be component available for including in DDF. It is a fact that in this matter no service line charges are recovered by Licencee from consumer or shown in the estimate of it. Service line charges and meter cost are

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borne by consumer. Consumer claims that those were to be borne by Licencee, but it was forced by Licencee to bear it. Officers of Licencee claimed that if they would have gone for providing service line, its charges could have been recovered from the consumer. In the same fashion towards meter, appropriate security could have been sought. However, as consumer opted to provide its own meter and agreed to laid down its service line at its own cost, he was permitted and only 1.3% of supervision charges are recovered and hence, it is claimed that consumer is not burdened with service line charges or security deposit of meter. On this count, it is submitted that, it is the consumer who opted, but consumer's representative strongly submitted that consumer has not opted .

16] We find aspect of DDF is not at all applicable though in sanction order it is mentioned. It ought not to have been used. But only because it is used, it will not make the aspect as DDF. We are clear neither meter nor service line can form the part of DDF. Hence, arguments advanced by Licencee on this count are not acceptable. However, it is clear that in respect of service charges there is a order of Hon'ble MERC i.e. 70/2005, wherein it is clearly lay down that service line can be laid down at the cost of the party and supervision charges to the extent of 1.3% are to be paid by the consumer to the Licencee. This is an aspect which is required to be just borne in mind, as it is to be dealt with meter installed by consumer. It is clearly established that consumer applied for the first time for seeking additional load which was sanctioned, but actually not connected, then consumer opted for further additional load ignoring the first one, which was granted. Consumer after making application for additional load, for the second time i.e. on 20/4/2011, had purchased meter on 17/5/2011. It is also established that as per the application dated 20/4/2011, Licencee accorded sanction on 14/6/2011. The certificate pertaining to said meter purchased is, provided by consumer to the Licencee as per the sanctioned order and said certificate pointed out to us which speaks that order for purchase of meter was placed on 15/5/2011 itself. Secondly, it is seen that this particular meter is totally defeating to the additional load sought, while application dated 20/4/2011. This factual aspect has its own

importance. There is no any satisfactory explanation from consumer's side why such meter was purchased or why consumer has not raised objection from the date of sanction or date of installation of meter or in between? This aspect plays important role as Officers of Licencee contended that consumer agreed to have his own meter and to lay service line as at it's own cost. Further agreeing to pay 1.3 supervision charges, which are actually complied . These things support the claim of Licencee that consumer has opted to go for his own meter as per permissible U/s. 57 of Electricity Act. Accordingly, we find this option is exercised by the consumer knowingly even service line charges are borne by it, paying supervision charges. Precedent relied on by consumer on DDF and meter charges needs no more discussion due to the option exercise by consumer. Under such circumstances, the claim for refund of meter charges or service line charges is not tenable. It is not necessary to comment further on the aspect that in case Licencee provides meter, consumer is supposed to deposit security towards it and even any amount is spent by the consumer towards service line he is required to pay for it. In other words, consumer is not relieved of any payment.

HEADING REFUND OF INSPECTION CHARGES

17] Consumer sought refund of inspection charges paid to the Inspector of Rs.26,000/-of meter inspected by the Government Electric Inspector. In this regard, Licencee submitted that such inspection charges cannot be reimbursed as it being a subsequent inspection and Licencee is bound to inspect only when initial connection is given. Heavy Reliance is placed by the Licencee on Clause 7 of MERC in Case No. 70/2005 dated 8/9/2006 more particularly Clause 7(i). This particular clause is brought to the notice of CR who in turn submitted these charges, could not have been borne by consumer, if at all said meter would have been provided by the Licencee as it was it's duty. In the aforesaid discussion it is already concluded that it is the consumer who opted to provide his own meter and hence payment of inspection charges is to be borne by consumer. Hence, there is no question of Licencee bearing it.

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VI] Compensation as per SOP for not releasing additional load within prescribed time

18] Compensation is sought by consumer as per SOP, alleging that load is not released within one month of application. It is a fact that for additional load, consumer is required to apply and as per the Supply Code, Clause 4.1, there is a provision of filing application filling-up the contents, completing the requirements and documents to be enclosed/produced. It's sub-Clause IX speaks about fees, of processing of application paid or receipt thereof, based on the schedule of charges approved by commission under Regulation 18, is, to be enclosed. Accordingly, this particular Clause speaks about what is to be written in application, what is to be provided and enclosed along with application.

Simultaneously, Clause 4.1 and 4.2 of SOP are speaking about the period of giving supply. 4.1 speaks that supply is to be given within one month, after the receipt of application. 4.2 speaks that application means duly completed application. In other words, duly completed application, as per Supply Code, is, to be presented. Accordingly, this Clause makes it clear that time prescribed, for giving supply refers to the application filed by concerned, which should be duly completed. If, it is not completed and tendered in the Office of Licencee, said date of tender cannot be read as the date prescribed for giving supply under SOP i.e. 30 days. However, as and when requirements or any compliance towards incomplete application, are completed, on that date, application becomes completed in all respects and at this stage, provision of SOP comes in to picture and from that date within prescribed time of 30 days, Licencee is to give supply. Further '**conditions of supply' which Licencee has issued it's compilation' based on MERC Regulation, Supply Code** and as per Clause 2.1 it is clearly laid down that applicant shall have to pay appropriate processing/ registration fee as fixed by MERC and photo copy/duplicate copy of money receipt towards said process or registration fees is to be enclosed along with application.

Accordingly, only on compliance of it, application becomes completed in all respects and then it creates responsibility on the Licencee to further process it. Accordingly, in

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this matter payment of processing fee is of a vital importance and on the date of payment of processing fee, it is to be held that application was completed. After the said date, period is to be counted as per SOP to conclude as to whether Licencee complied it in time or is liable to pay compensation. Allegation that there is delay in giving supply and that consumer is entitled to refund of additional demand charges are interlinked and hence those are to be decided together.

V] **Additional Demand Charges**

19] Consumer has claimed refund of additional demand charges covering the period from January 2011 to April 2012. It needs to be bifurcated in to two parts as consumer sought extension of load twice. One from January 2011 till 20/4/2011, covers the period for first application for additional load which was submitted on 4/9/2009 Said additional load application dated 4/9/2009, dealt by Licencee, and sanctioned it on 7/12/2009 . As per submissions of CR the provisions of Supply Code and SOP, within one month from the date of application for enhancement of load, additional load was to be released. In other words, it was to be completed within one month. But on behalf of the Licencee, it is contended that along with application, process fee was to be paid but process fee is paid on 20/4/2010, on the day when security deposit is paid. These facts are not in dispute. Accordingly the question comes up whether after one month of application the additional supply was to be given by Licencee. It is pointed out that application was not complete as consumer was yet to comply it. Further conditions in the sanction order dated 7/12/2009, which speaks that consumer was to execute an agreement as per the Clause No.13 of the sanctioned order. It is clear that along with sanction order, draft copy of agreement was enclosed and consumer was requested to return it, duly filled-in and signed by authorized representative, showing the approval and thereafter final agreement was to be prepared. It is contended that consumer had not submitted approval. Accordingly, there is no final agreement. It is pointed out from the said sanction order, Clause No.I

‘**validity**’ , the sanction order was valid only for one year. On this basis, it is contended that though security deposit and process fee paid belatedly, there is no

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further compliance of executing the agreement and there could not be any compliance of giving supply Hence, said contention is not acceptable. Consumer’s representative had taken time to verify whether draft agreement was submitted to the Licencee and final agreement is executed. Thereafter he submitted that such draft agreement was not submitted and there is no final agreement.

20] If, once, it is concluded that in case, there was no agreement, then compliance was required to be done by consumer, which is not done. **Hence, claim of consumer for compensation as per SOP or recovery of additional demand charges from January 2011 to 20/4/2011, cannot be considered.**

21] Second application for additional load submitted on 20/4/2011 and same was sanctioned by Licencee on 14/6/2011. Security deposit was paid on 30/6/2011 and process fee of Rs.1000/- also deposited on that day. However, additional supply is connected or released in May 2012. In this respect, it is contended on behalf of the Licencee that towards this additional load sanctioned, agreement was not executed in time, but it is, executed on 3/10/2011. Accordingly, though, agreement is executed on 3/10/2011, additional supply is released in May 2012 i.e. after six months or so. On behalf of Licencee, it is submitted that consumer in fact submitted certificate of test report, about additional load on 10/5/2012 and thereafter supply is released in the same month. Above facts and dates are not disputed. It is submitted on behalf of Licencee, that condition of providing said certificate is incorporated in Para -7 (f) of load sanction order dated 14/6/2011. It is contended that it being one of the terms of condition of sanction order, consumer was to comply, which consumer has not complied in time and hence no fault can be found with the Licencee, about not giving supply within one month. As soon as, report is received, additional load is released in the same month. On this count, it is contended that Licencee cannot be held responsible and there is no question of refund of additional demand charges from 20/4/2011 to April 2012.

22] We find above factual aspect clearly show that for seeking compensation as per SOP and consequentially for refund of additional demand charges, consumer

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has to show that almost all requirements which consumer was to comply or complied in time. We find, in this matter, consumer has not complied those in time, such as paying processing fee, producing inspection certificate etc. hence, there is no scope to grant in relief to the consumer towards the compensation under SOP or refund of additional demand charges.

Incidentally, it is pointed out on behalf of Licencee that consumer has not complied the things and exceeded contract demand thereby the notices served on consumer dated 4/1/2011, 1/10/2011 and 22/4/2014. Accordingly, it is contended that consumer is habitual in this aspect.

23] In view of the above discussion this grievance is to be allowed partly to the extent of paying interest on security deposit from the dates of deposit.

24] This matter could not be decided within prescribed time, as both sides were to verify the legal position in the light of MERC orders and they concluded their arguments on 30/6/2014.

Hence the order.

ORDER

Grievance application of consumer is partly allowed to the extent of payment of interest on Security deposits from the respective dates of deposits.

Licencee directed to pay interest to the consumer on deposit of Rs.4,11,255/- from the date of its deposit i.e. from 20/4/2010 and pay interest on deposit amount of Rs.2,82,500/- deposited on 30/6/2011. Said interest be paid as per the order of MERC and at the rate prescribed by MERC in tariff orders. The said interest be credited in consumer's account on or before 31/8/2014 and its compliance be reported on or before 15/9/2014.

Dated:2/7/2014

I agree

I agree

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

(Chandrashekhar 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

- 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.

