



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
Ph- 2210707, Fax - 2210707, E-mail : cgrfkalyan@mahadiscom.in

K/E/803/962 OF 2014-15

Date of Grievance : 04/06/2014
Date of Order : 10/07/2014
Period Taken : 36 days

IN THE MATTER OF GRIEVANCE NO. K/E/803/962 OF 2014-15 IN RESPECT OF M/S. BUNTS INDUSTRIES PVT. LTD. 48/49/50, SHAHAPUR INDUSTRIAL ESTATE, TAL. SHAHAPUR, DISTRICT-THANE- 421 601 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN FOR NOT EFFECTING PD IN TIME AND DEMANDING HEAVY AMOUNT I.E. EXCESS RECOVERY.

M/s. Bunts Industries Pvt. Ltd.
48/49/50, Shahapur Industrial Estate
Tal. Shahapur, District-Thane-421 601 (Hereinafter referred to as Consumer)
Consumer No..015559050460-HT).

V/s.

Maharashtra State Electricity Distribution
Company Limited through its
Nodal Officer/Exe.Engineer,
Kalyan Circle-II, Kalyan. (Hereinafter referred to as Licencee)

Appearance-For Consumer- Mr. B.R.Mantri consumer's Representative

For Licensee - Mr. Khan- Executive Engineer/Nodal Officer
Mr. Kasal : Asst.Engineer.
Mr.Chavan-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 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 is having Industrial supply from 9/3/2007 and is having consumer No.015559050460-HT. Consumer herein, approached Licencee on 8/8/2011 seeking permanent disconnection of supply and issued reminders on 31/8/2011, on 6/1/2012. Further issued letter on 16/1/2012 and contended that in spite of request nothing is informed by Licencee and charged from August 2008, showing on express feeder applying tariff at that rate, though such facility not available and not sought by consumer. On this count sought refund of said excess amount collected.

3] On receiving the grievance, copy of it was forwarded to the Nodal Officer, vide Letter No. EE/CGRF/Kalyan/219 dated 6/6/2014 of this Forum, along with it's accompaniments. In response to it, Licencee appeared and filed reply dated 1/7/2014 and therein contended that the consumer is PD from 2/1/2012 and final bill is issued on 21/3/2014 for Rs.6,71,228.48 Ps.. **In spite of our clear direction to the Licencee to submit parawise reply, there is no such compliance. Officers of Licencee just satisfied with their contention that whatever bill is issued, it is correct.**

4] We heard both the sides and during the hearing, both sides, argued in terms of their respective contentions. On the basis of the grievance application, reply of Licencee, and arguments advanced, following factual aspect disclosed:-

a] Consumer is having industrial supply from 9/3/2007 and there is no dispute prior to August 2008.

b] Consumer made a grievance on the ground that in spite of it's request for permanent disconnection of supply vide letter dated 8/8/2011 and reminder dated 31/8/2011 and 6/1/2012, it was not complied. In the first letter dated 8/8/2011, submitted to the SE on 12/8/2011, requested for permanent disconnection of supply and in the outstanding bill, sought adjustment of security deposit and further sought the bill which is to be paid. Further written letter on 31/8/2011, referring to previous letter dated 8/8/2011, observing that there is no response and informed that as there is no response from Licencee, hence forth consumer will not be responsible for any charges sought or demanded by Licencee. Once again claimed immediately the supply be disconnected permanently. Again on 6/1/2012, addressed letter to Executive Engineer of Licencee, making reference to letter dated 31/8/2011 that meter is taken out without any intimation to the consumer and there was no reply for it's request for permanent disconnection.

c] Consumer has written one more letter on 16/1/2014, reiterating the request made from 8/8/2011 to 6/1/2012 and expressed regret, for not informing to the consumer for thirty months, the balance amount which consumer is to pay. One more ground is added , contending that from August 2008, consumer is charged, express feeder tariff though there is no such supply or request.

d] Consumer approached this Forum on 4/6/2014, seeking a relief of full and final settlements of accounts, seeking no due certificate.

e] Though, Licencee filed reply on 1/7/2014, and disclosed that consumer's supply is, PD from 2/1/2012 and full and final bill of Rs.6,71,228.48 Ps. issued on 21/3/2014. Even, Licencee placed on record the documents, showing the communication given to consumer on 21/5/2014, demanding the aforesaid amount mentioning therein that said due amount be paid immediately, otherwise civil suit will be filed. It is following by letter of Asst. Legal Advisor dated 19/5/2014, wherein, it is made clear that supply of consumer is made PD on 2/1/2012, as due amount of Rs.4,88,166.48 Ps. not deposited and further called upon the consumer to pay the due amount of Rs.6,71,228.48 Ps. within thirty days with interest @ 18%. Further informed if payment is not done, matter will be dealt appropriately in appropriate Forum.

5] From plan reading of aforesaid facts, dispute cited pertains to not giving effect to the consumer's prayer dated 8/8/2011 towards permanently disconnecting the supply. Said prayer was in writing, addressed to Superintending Engineer, actually handed over on 12/8/2011. It is further followed by reminder on 31/8/2011, wherein communicated that consumer will not be responsible for any further charges, raised by

Department. Again consumer has addressed letter on 6/1/2012, and on 16/1/2014, none of these letters are replied by the Licencee. However, first written communication is, of 21/3/2014 and second on 19/5/2014. As per letter dated 21/3/2014, bill is, issued for Rs.6,71,228.48 Ps. and on 19/5/2014, Legal Advisor, sought due amount with interest. In these letters, for the first time, date of permanent disconnection is, stated as 2/1/2012.

From these contentions, one thing is clear, that consumer sought permanent disconnection 8/8/2011, issued reminder on 31/8/2011 and there is no response to it, but Licencee claims that said supply is made PD on 2/1/2012 . Question is whether it is a sweet choice of Officer of Licencee to make it PD, not on the date on which consumer is seeking and that giving effect to PD after about four months or so. Consumer in so many words on 31/8/2011, communicated that it will not be liable and responsible for any further payment raised. Accordingly, we find there is no any explanation coming on record, in reply from the Licencee. **Time and again, this Forum, made it clear to the Officers of Licencee about the need of reply to the consumer's contention para-wise. In other words, Licencee was to explain why supply was not disconnected as prayed by the consumer.** Hence, we find this aspect is not appropriately replied. Under such circumstances, no any weightage can be given to the Officers of Licencee exercising his own prerogative to disconnect the supply on 2/1/2012. There is no convincing reason, hence, such arbitrary action which is not explained , cannot be upheld. In this regard, attempt is done, from Licencee side, to contend that even after 8/8/2011, there is a reading available in the meter. In reply, CR submitted that continuation of supply, was, not at the fault of consumer, but, it is due to non action of Officer of Licencee. However, CR submitted that at least as on 31/8/2011, matter could have been closed. He made it clear that without entering in to further dispute, consumer is ready to bear the charges of units reflected till to the alleged date i.e. 2/1/2012 of PD, in the month of August 2011 i.e. in the bill up to 31/8/2011. He made it clear that it is by way of concession agreeing to pay for the units but, it should not be considered for continuing the other liability of any sort, i.e.

interest etc. after 31/8/2011. It is also contended that all the while, from 8/8/2011, consumer is seeking permanent disconnection of supply, adjustment of SD in the outstanding bills and sought information about liability, yet to be discharged which is not made known by the Licencee till the letter dated 21/3/2014 and further stating that supply is made permanently disconnected on 2/1/2012, as consumer has not paid the dues. This aspect is totally contradictory to the record. All the while, consumer is seeking, the bill, making it clear that let the SD be adjusted and balance be made known, making the supply PD, which is not complied. In this light, we find, consumer cannot be burdened with any charges after 31/8/2011. As a concession, which CR agreed, let whatever readings were found up to the alleged date of PD i.e. noted by Licencee, said quantum of units be added to bill up to 31/8/2011 and there cannot be any more burden of payment from 1/9/2011. In other words, there is no question of paying any interest on the dues worked out for the bill up to 31/8/2011 and we find, we find, it necessary, as it is a consumer who is all the while praying for supply of bill and for PD but it is not done. Consumer is having security deposit to the tune of Rs.1,23,750/-, which is to be deducted and for balance consumer is to be directed to pay it.

In respect of consumer's grievance about consumer from August 2008, as per express feeder tariff, it is not explained by the Officer of Licencee in their reply. but CR submitted that he is not pressing that aspect. Hence, we find, it needs no any further discussion.

6] In view of the above discussion, grievance of the consumer is to be allowed.

Hence, the order.

ORDER

Grievance of the consumer is hereby allowed.

Licencee directed to work out the dues of consumer, treating date of permanent disconnection as 31/8/2011 and almost all units of consumption noted at

the time of so called permanent disconnection dated 2/1/2012, be added in the bill up to 31/8/2011. While working out the liability SD amount of Rs.1,23,750/- be deducted and balance amount be worked out. Let this working out be done within 15 days from the date of receipt of this order and consumer to pay it within further 15 days. If it is not paid within 15 days of receiving the revised bill, consumer is to pay interest as prevalent towards non payment of energy bill from the date of service of said bill. Licencee to issue No Due Certificate on consumer paying of these arrears. Licencee to report the compliance of issuing revised bill within 15 days of issuing the revised bill.

Kalyan

Dated: 10/7/2014

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 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.

