



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

Date of Grievance : 30/07/2013
Date of Order : 24/09/2013
Period Taken : 56 days

IN THE MATTER OF GRIEVANCE NO. K/DOS/014/859 OF 2013-14 OF SHRI SUNIL I. TALREJA OF KAMBA VILLAGE, TAL-KALYAN, DIST-THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT RE-CONNECTION OF SUPPLY AFTER PAYMENT OF THEFT ASSESSMENT

Shri Sunil I. Talreja,
Gala No.6, S. No.36,
Kamba Village,
Tal-Kalyan,
Dist-Thane
Consumer No.020061158007

(Here-in-after
referred
as Consumer)

Maharashtra State Electricity Distribution
Company Limited through its
Asst. Engineer, Construction Sub Division, Kalyan

(Here-in-after
referred
as Licensee)

Appearance : - C.R. – Shri R.H. Hamirani
For Licensee - Shri Giradkar, Nodal Officer
Shri Watpade, Asst. Engineer

(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). Hereinafter for the sake of brevity it is referred as “Regulation” and Indian Electricity Act, 2003 (36 of 2003) is referred as “Act”.

2. The Consumer is having LT-V-A supply from the Licensee. The Consumer is billed as per said tariff. Consumer registered grievance with the Forum on 30/7/2013 for re-connection of supply after payment of theft assessment.
3. The papers containing above grievance were sent by Forum vide letter No. EE/CGRF/Kalyan/0380 dated 31/7/2013 to Nodal Officer of Licensee. The Licensee filed its reply on 19/8/2013.
4. We heard Shri R.H. Hamirani, Consumer’s Representative (C.R.) and the Officers of Licensee including Nodal Officer. We have gone through the contentions of both sides. On its basis, following chronology of incidents, disclosed:-
 - a) Consumer No. 020061158007 is in the name of Consumer Sunil Talreja. It is installed in Gala No.6. Date of connection :- 8/7/2006.
 - b) Nature of supply – LT-V-A
 - c) Date of Inspection:- On 2/12/2011. Noticed during inspection reversal of reading. Thereafter meter tested.
 - d) F.I.R. No.1203 of 2012 registered on 9/3/2012 alleging offence u/s 135 of the Act.
 - e) Provisional bill was issued u/s 135 dated 9/3/2012 seeking recovery of Rs.6,65,560/-.

- f) Under protest, said bill paid vide Demand Draft issued from Bank of Baroda dated 10/3/2012 for Rs.6,65,560/- and said Demand Draft is submitted with a letter dated 11/3/2012. Actually, said letter and D.D. submitted with the Licensee on 22/3/2012.
- g) It seems that Consumer has approached the Officers of Licensee on 17/9/2012 and said letter is noted and Exe.Engineer asked Asst. Engineer vide his letter dated 24/9/2012 to re-connect supply as there is a partition in the premises.
- h) It seems Asst. Engineer sought some guidance from Exe.Engineer, on 27/9/2012 and Exe.Engineer made reference to Legal Adviser, seeking opinion on 5/10/2012. Further it seems there was a letter of Asst. Law Officer, Kalyan Circle-II, received by Legal Adviser on 8/10/2012 and on the basis of these letters and material placed, Legal Adviser, Kalyan gave opinion dated 10/10/2012.
- i) Said opinion is based on the letter of Asst. Engineer dated 27/9/2012. That letter is placed on the record by the Officers of Licensee as per the directions of this Forum. Therein it is contended that there is a theft of electricity from three meters as from those three meters common utilization is done in gala no. 5 & 6 though those two galas are not actually divided by any partition. It is contended that those three meters are respectively in the name of two brothers, i.e. Sunil and Anil and accordingly Legal Adviser, referring to 10.5 of the Regulation of 2005, and Section 135(1A) opined that payment of all the three meters is necessary before giving connection.
- j) On the basis of aforesaid opinion of Legal Adviser, Exe.Engineer, communicated to the Consumer vide letter dated 11/10/2012.
- k) Further it is seen that Consumer has sought re-connection of supply by writing letter dated 9/11/2012 referring to his previous letters dated

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 22/3/2012, 27/8/2012, 17/9/2012, 24/9/2012 & letter of Exe.Engineer dated
 24/9/2012. He has made it clear therein that he is ready to pay necessary
 charges towards re-connection and sought re-connection within 48 hours.

- l) It seems even Consumer has sought details from the Licensee resorting to the provisions of Right to Information Act.
- m) On behalf of Licensee it is contended that totally there are three connections in the name of Sunil (two connections) and Anil (one connection). Those details are as under, including the date of inspection, F.I.R. and panchanama:-

Sr. No.	Name	Consumer No.	Date of connection	Place of connection	Date of Inspection & Remark	Date of F.I.R. & No.	Date of panchanama	Amount assessed u/s 135 in Rs.	Whether amount is paid
1	Shri Sunil Talreja	020061157990	27/10/2006	Gala No.5	22/3/2012 – reversal of reading noted	22/3/2012 F.I.R. No.II/ 1503/12	22/3/2012	3,91,540/-	Not paid
2	Shri Sunil Talreja	020061158007	08/07/2006	Gala No.6	2/2/2011- pin hole found in the meter	9/3/2012 F.I.R. No.II/ 1203/12	2/2/2011	6,65,560/-	Yes. Paid on 22/3/2012 under protest
3	Shri Anil Talreja	020060193317	01/10/2009	Gala No. 6-A	22/3/2012 – pin hole found in the meter	24/3/2012 F.I.R. No.II/ 1504/12	22/3/2012	14,11,240/-	Not paid.

5. On the basis of rival contentions of both sides, question to be considered is that when payment is done as demanded under protest, Consumer is entitled to have a reconnection that too within 48 hours of payment u/s 135-1A of the Act and whether this Forum is having jurisdiction to enter in it.
6. Consumer's Representative submitted that u/s 135(1) of the Act, aspect of offence, punishment followed by settling of civil liability is to be dealt by Special Court established under the Act. But in this matter when the payment as demanded by Officer, is done under protest as per section 135-1A, then re-connection is must within 48 hours of payment. This aspect is available for the

Consumer to bring it before this Forum. This Forum is having jurisdiction to that extent.

7. Defence of Licensee is two-fold that this Forum has no jurisdiction as F.I.R. of theft against Consumer is filed u/s 135 and supply was taken through all the three meters in one room and unless payment of all as demanded while filing F.I.R. is done, there cannot be any re-connection of supply.
8. It is clearly seen that for the above three matters F.I.R. is registered u/s 135(1) observing that there is a hole in the meter. In other words it is a case of tampering with the meter. There is no case of the alleged theft committed by using all three lines commonly in one place. Such material is not placed in record, there is no such record. Licensee is required to point out when the aforesaid aspect of three connections existed and they were commonly used is noticed. Such inspection report is not on record. Question is of giving re-connection that too on making a payment. Payment is condition precedent for giving re-connection. Aspect of offence and punishing the accused for the offence u/s 135 (1) and even correctness of quantum worked out as per assessment u/s 135 is to be dealt by the Special Court appointed under the said Act. Said quantum may be reduced or may be more. This Forum is not able to deal those two aspects in the light of Special Court is invested with the powers. However, if quantum demanded is paid, then question comes up whether its compliance is to be done by the Licensee or not, and whether this Forum can deal it or not.
9. During the hearing, we sought from the Consumer the papers pertaining to F.I.R. filed, its legible copy, bills issued for all the three meters. Consumer provided all those documents.

10. We find in this matter the total dispute is revolving around the fact as to whether this Forum is having a jurisdiction to pass any order when Consumer has paid off the amount as demanded when action u/s 135 (1) of the Act is taken. Though reference is made to the F.I.R. filed u/s 135 (1) , it is noted that allegation is specific and it pertains to tampering of the meter. It is a fact that as per the aforesaid chart, present Consumer's meter was inspected on 2/12/2011 but F.I.R. is filed on 9/3/2012, noting that during testing of meter, hole was found to the meter. Further, Consumer, though kept his payment ready which was sought on 10/3/2012, prepared a letter on 11/3/2012, but actually submitted the said Demand Draft to the Licensee on 22/3/2012 as a payment under protest. It is also a fact that on the very day, spot inspection is conducted for two other meters of Consumer and his brother, and therein, same were the observations about pin hole found in the meter and offences are registered u/s 135 (1) . One, F.I.R. is filed in case of one meter on the very day, i.e. 22/3/2012 and in another F.I.R. is filed after two days, i.e. on 24/3/2012 which is seen from the above chart. It needs to be made clear that these two subsequent F.I.R.s though filed, on the basis of spot inspection and panchnama, there is no whisper that all these three connections were used in a common room, i.e. gala no.5 & 6. This particular aspect for the first time, agitated by Asst. Engineer, when Exe.Engineer, considering the grievance of Consumer directed Asst. Engineer for re-connection of this disputed meter. Accordingly, Asst. Engineer, for the first time in his letter dated 27/9/2012, made following observations:-

“Further, on same premises, i.e. no partition and on same name, i.e. Shri Sunil I. Talreja, Consumer No.020061157990/0, electricity theft detected of Rs.14,11,240/- and F.I.R. lodged II 1503/2 dated 24/3/2012. Also, on the same premises, theft of electricity detected in the name of Shri Anil I. Talreja, i.e., brother of Shri Sunil I. Talreja, Consumer No. 020060193317/0 of Rs.3,91,540/- and hence F.I.R. lodged II 1504/12 dated

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24/3/2012 against Shri Anil I. Talreja. During inspection of the premises, it is observed that the gala no. 5 & 6, Survey No.36, Kamba are physically not separated and the above said three number of electricity connections are utilized for same purpose, i.e. wire drawing. ...”

Accordingly for the first time this particular theory of use of electricity from three meters in common room is agitated. It is based on the spot inspection and panchanama drawn on 22/3/2012. It is also clear on the basis of this contention of Asst. Engineer, and material placed, Legal Adviser gave opinion that unless all amount involved in these three meters is paid, re-connection of supply for the disputed meter cannot be given.

The opinion of Legal Adviser is relied on by the Licensee before the IGRC and the IGRC considered the said advice of Legal Adviser, rejected the claim of present Consumer.

Precisely, the letter of Asst. Engineer dated 27/9/2012 was not before this Forum. We directed the Officers of Licensee to produce it and they promptly produced it. We further enquired with them whether there is any other material with the Officers of Licensee pertaining to the observations that supply from these three meters is noticed by the Officer in a common room of gala no. 5 & 6 on 22/3/2012. They clarified that there is no such any other material.

Accordingly, only objection for providing re-connection from the Licensee side is on the basis that all the three connections available to the present Consumer and his brother are used in one common place and there are no different rooms as such. This particular aspect though raised it finds no place in any of the F.I.R.s registered or panchnamas drawn at the relevant time. This is only shown in the letter addressed by Asst. Engineer of Licensee vide his letter dated 27/9/2012 that too, when Exe. Engineer has asked the said Asst.

Engineer vide his letter dated 24/9/2012 to re-connect supply observing that consumer claimed that separate wall is erected. We find that as this aspect of using supply from three meters at one place is not at all reflected in the panchnamas drawn or F.I.R. filed whereby three cases u/s 135 of the Electricity Act are filed. There is no any other independent proceeding on that point. When the connection for which re-connection is sought was dis-connected on 9/3/2012 there is no force in the contention that including that one, all three connections were used in one common room as alleged by the Asst. Engineer of Licensee. There is no any independent Spot Inspection Report or any comment in the record on that point hence the said aspect is not a factual aspect as discussed above. In case, if at all it was a position definitely, it would not have lost sight of these officers while preparing panchnama, while filing F.I.R. or when present Consumer deposited the amount pertaining to this matter, but aspect is self speaking, no more comments are required on it.

11. Though above factual position is noted, on behalf of Licensee, it is vehemently contended that this Forum is having no jurisdiction to deal this matter, as it is governed by section 135 of the Act and Regulation 6.8.
12. Now we find that the total aspect needs to be considered in the light of legal provisions. No doubt, against the present Consumer and towards other two cases in the name of the Consumer and his brother, already F.I.R. registered u/s 135 (1) of Electricity Act in all the three cases. In none of the matters there is any payment of compounding charges. Only in the present matter amount demanded by the Licensee is deposited under protest and sought re-connection as per the provision of law.

In short, already matter is pending before the Special Court which is only competent to deal the **offence and to impose punishment**; even as per provisions of the Act, the **penalty** if any can be levied by the Special Court

only. In addition the **Special Court** is entitled to deal civil liability u/s 154 (5) (vi) of Electricity Act and such civil liability may be less or may be more than the amount worked out by the Licensee. Accordingly the exclusive jurisdiction of Special Court pertains to dealing with **offences u/s 135(1) and civil liability** working out, i.e. quantum.

Section 135 is amended in the year 2007 and more particularly section 135-1A is added and therein provision is made for empowering Licensee to immediately disconnect the supply when theft is detected and within 24 hours of such dis-connection, F.I.R. is to be lodged in the Police Station.

Further it is followed by one more obligation that in case amount of electricity demanded is paid then without prejudice to the obligation to lodge a complaint, officer shall restore the supply of electricity within 48 hours from the time of depositing the amount. In this matter, this particular clause of seeking re-connection is sought to be enforced. This is the legal duty cast on the officer who is to discharge it in the strict sense. Nowhere in the further section there is any clue available for inferring that Special Court is required to pass any such order of restoration of supply. Reason is clear, it is the choice of officer whether to file the complaint / F.I.R. or not. But in case supply is disconnected he is bound to file it. Further, always there is liberty in case amount sought is paid and compounding charges as per schedule fixed by the Government, paid, then it amounts to deemed acquittal, and in such cases even it is not necessary to proceed with the prosecution. Accordingly these are the implied conditions noted.

13. Reverting back to a disputed aspect it is clear that Regulations, more particularly, 6.8 in respect of offence u/s 135 of Electricity Act, provides as under:

“ 6.8 If the Forum is prima facie of the view that any Grievance referred to it falls within the purview of any of the following provisions of the Act the same shall be excluded from the jurisdiction of the Forum:

(a) ...

(2)(b) offences and penalties as provided under sections 135 to 139 of the Act;

(c) ...

(d) ...”

In respect of offence it is clear that no sooner the offence is committed that act is complete and it is followed by trial, punishment or penalty, etc. Jurisdiction of such aspects is of Special Court under the Act to that extent, i.e. offence and penalties. It being Special Court, to that extent, jurisdiction of others is barred. However, something is left out of the said bar and precisely, the present matter wherein the Officers of Licensee was required to restore supply within 48 hours of depositing of amount demanded. Here is a failure on the part of officer as claimed by Consumer and question comes up whether this Forum is having jurisdiction. As noted above. Sub-section 1A in section 135 is added in the year 2007, MERC Regulations referred above are of 19/4/2006. This added aspect under sub-section. i.e. 135-1A is not an offence, the jurisdiction on that aspect is not specifically barred and not specifically invested with any other authority. It connotes that this aspect is amenable for consideration before this Forum more particularly in the light of preamble of the Act which provides for protecting the interest of the Consumers. In other words, in case if F.I.R. is registered it will take its own course of trial before Special Court, quantum of amount involved in it, i.e. civil liability is also within the jurisdiction of this Special Court but the aspect that when disputed amount is paid but no amount of compounding charges deposited whether, the consumer

can seek and entitled to, relief of re-connection, that too, approaching the Forum?

14. We find scheme of Act is clear in itself. For the offence u/s 135 (1) and others, Special Court is established. Said Special Court is entitled to take cognizance of offences, either on the basis of complaint filed or on the basis of Police Report, i.e. charge-sheet. In this matter there is no complaint in the Court but F.I.R. is filed on the basis of which Police required to file a charge-sheet and till investigation complete and Police comes to a conclusion of offence committed they are to consider whether to file charge-sheet making out commission of offence or to seek any other summary. It is not a presumption that when F.I.R. is filed, Court has taken cognizance of it. Mere filing of F.I.R. will not lead to an inference that accused is arrested and produced before the Court. When F.I.R. is filed, then till charge-sheet is lodged, accused can be dealt for arrest. Even as per the amendment of Maharashtra State, it is not necessary that accused is to be produced before the Court along with the charge-sheet. Accordingly, when such charge-sheet is filed, Court, it takes cognizance and issues process, then it may call the accused by issuing summons or by warrant. At this stage, it is necessary to mention that offence u/s 135 (1) is punishable with fine or with imprisonment for three years or both. As per section 155 of the Act, provisions of CrPC are applicable to the proceeding before the Special Court. Hence as per section 468 of CrPC, limitation for taking cognizance of offence by Court is of three years. Accordingly in case any such F.I.R. is filed, amount is demanded and it is paid seeking re-connection but charge-sheet is not filed for more than two years, question comes up if restoration sought in such cases and if it is not given, problem comes up where Consumer should approach. We find that it is a peculiar aspect under section 135-1A where protection is given to the Consumer for re-connection within 48 hours of payment and we find when this independent protection is given, which the

Officers of Licensee are to follow, then for such failure, grievance if made, it is to be dealt by this Forum in absence of any specific provision made in the Act for dealing the situation.

15. We find factual aspects are self speaking, this Forum cannot express any view about the F.I.R. lodged u/s 135 (1), its trial before the Special Court or civil liability involved therein, but limited aspect available for consideration is of directing the officer who was required to apply the legal provisions of restoring the supply within 48 hours on receiving payment.
16. Accordingly, we find that jurisdiction of this Forum is not barred to the extent of considering the grievance of Consumer seeking restoration when amount demanded is paid under protest which is subject to the civil liability to be decided by the Special Court. We find this legal aspect now to be based and to find whether Licensee to be directed to re-connect the supply.
17. As noted above, this Forum is having a jurisdiction to consider the grievance of Consumer in case supply is not re-connected within 48 hours of the payment u/s 135-1A of the Act. Now, the only aspect required to be considered whether the Officers of Licensee can claim that unless payment of almost all the three cases is complied, there cannot be any re-connection. It is noted at length that this particular contention is based only on the remark of Asst. Engineer in his letter dated 27/9/2012 that supply from three meters is taken in common room. This bald allegation is coming on record without any spot inspection in presence of Consumer, without any proceeding taken out, with notice to Consumer and that the total base is on the inspection conducted on 22/3/2012 pertaining to two meters but said aspect of use in common room is not reflected in the panchnama drawn or in the F.I.R. filed. This cannot be just ignored. It goes to the root of the case. Officer is required to act as per rules. He would not have spared this party dragging them u/s 135 (1) if they were found using supply from other meters in

one place. When officer had taken recourse to section 135 (1) to a limited extent of finding pinhole in the meters, now he is trying to extend the scope contending illegal use of electric supply in a common room. Law is clear, if any such action is to be taken, it needs to be dealt as per law, no any such legal procedure is followed, and whatever is followed in routine course, has not reflected this aspect on 22/3/2012. But when higher authority directed the Asst. Engineer to restore the supply he has added this particular ground without any base. It would have been more proper and appropriate if this aspect had been brought to the notice of Consumer forthwith when it was noticed but it is not done so. An attempt is done to contend that Consumer has accepted this factual position. It is stated on behalf of Consumer that what sort of partition should be there in two galas, is not clear. For the satisfaction of the Officers of Licensee the Consumer did comply putting a wall but in spite of it, supply is not given. C.R. submitted that even drawing a line in the plot is sufficient to show to that these are two separate plots of property wherein electricity can be taken. We find that though these allegations and counter-allegations are on record we are required to restrict our observations only on the point that in the panchanama drawn on the date of inspection, i.e. on 22/3/2012, there is no such observation found. This developed theory found self-destructive as prosecution is lodged u/s 135 (1) in respect of all the three meters independently on the allegation that pinhole was found in the meters, i.e. meters tampered and it is followed by seeking recovery of amount on that count. Now, when the present Consumer has deposited amount to the extent of the meter now sought to be reconnected but total liability of that amount of all three meters is now thrown on the Consumer, that too, totally showing a different ground i.e. using supply of three meters in one common room. This contention even is self-contradictory in the background that present Consumer's supply of his meter was dis-connected on 9/3/2012 and hence there is no question of noting supply from the said meter is

used in the common room on 22/3/2012. Hence, the contention taken by the Officers of Licensee is without any base as such which cannot be accepted. Accordingly, we find that when Consumer is having a supply bearing a particular Consumer number and a place then the Officers of Licensee cannot refuse to give re-connection at the same place. It is seen that re-connection is sought as soon as payment is tendered on 22/3/2012. Said aspect is not complied and chronology of events stated above are self-speaking on that point. Even in the letter along with which the Demand Draft for payment is submitted there is a clear mention that Consumer is ready to pay re-connection charges, if any. Neither any reply is given regarding payment of re-connection charges. It is a fact that even Consumer has given an undertaking that he will not give supply through his connection to any other galas but that is also not honoured. Now, the Officers of Licensee submitted that if at all this Forum directs for re-connection, then undertaking be directed to be given on a stamp paper of relevant denomination to the effect that supply from his connection will not be given to any other party / gala. We find that in fact such condition is not required as it is already included in the Agreement of Supply itself. Hence we find that the undertaking submitted through the representative on 17/9/2012 is sufficient to which Consumer Representative has stucked up.

18. In result we find that the Officers of Licensee are not justified in refusing to re-connect the supply of present Consumer which was dis-connected alleging the aspect of theft committed. The disputed aspect of theft being an offence is yet to be decided by Special Court, quantum of civil liability fixed by Licensee is to be dealt by the said Special Court and this Forum cannot opine anything about it. Only question which this Forum is now deciding is about re-connecting the supply when disputed amount is paid. We are clear that Consumer has not deposited any amount towards compounding hence there is no question of commenting on the legal position that prosecution is pending. Limited aspect to

the re-connection, we find that section 135-1A is clear in itself, it provides that as soon as the disputed amount demanded, is, deposited, then within 48 hours of payment, Consumer is entitled to supply. In this matter also, Consumer was entitled to re-connection of supply which is not given based on the assumption which the Officers of Licensee carried. In this light, this grievance is to be allowed.

19. On behalf of Consumer after conclusion of hearing and when matter is reserved for order placed on record copy of one precedent of West Bengal State Consumer Commission, i.e. CESC Ltd. v/s Quraisha Banoo which is not bearing any date or Case Number. The said precedent, we find, is under the provisions of Consumer Protection Act and we are clear that we are dealing the matter under the provisions of Electricity Act and MERC Regulations such as the said precedent is not applicable to the present matter.
20. In result, this grievance is to be allowed.

I agree

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

(Sadashiv S. Deshmukh)
Chairperson, CGRF Kalyan

Member Secretary (Chandrashekhar U. Patil) :

I have gone through the above reasoning. I respectfully disagree with it for the contents in para no.10 for the reasons that :

- a) Consumer's Letter-cum-Complaint dated 17/9/2012 for erecting brick wall itself proves that previously he was utilizing the electricity of all three meters combinedly for Shop No.5 & 6. Hence re-connection will not be lawful unless payment against all three cases involved at the same premises is made by the Consumer.
- b) On the above lines, the opinion given by the Legal Adviser in his letter no.5430 dated 10/10/2012, that, gala no.6 should be re-connected **only after**

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recovery of unpaid electricity charges framed against other two meters of
gala no.5 & 6A, is getting ignored.

Hence the Grievance should be rejected.

(Chandrashekhar U. Patil)
Member Secretary
CGRF Kalyan

Hence the order by majority.

O-R-D-E-R

- a) The grievance of the Consumer is hereby upheld.
- b) The Officers of Licensee are directed to restore the supply of the Consumer bearing Consumer no. 020061158007 in Gala No.6 as cited in the title of this Order, within 48 hours from receiving this Order allowing the Consumer to pay the re-connection charges forthwith.
- c) Though Consumer has sought compensation for his loss sustained due to denial of re-connection illegally, we find this Forum cannot order any compensation as sought in view of the provisions contained in the Regulation. However, other remedy, available if any is left open to the Consumer.
- d) Compliance be reported within 7 days from the date of receiving this Order.

Date : 24/09/2013

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”

- 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.