

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 : 12/11/2013
Date of Order : 28/01/2014
Period Taken : 77 days.

**IN THE MATTER OF GRIEVANCE NO. K/N/0113/887 OF 2013-14 OF
M/S.ARTECRAFT INTERNATIONAL OF PLOT NO.44, MIDC, MURBAD,
DIST-THANE REGISTERED WITH CONSUMER GRIEVANCE
REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT SANCTION AND
RELEASE OF CONNECTION WITHOUT INSISTING ON LIABILITY OF
PREVIOUS CONSUMER**

M/s. Artecraft International,

The Furniture Company,

Plot No.F-44, MIDC, (Here-in-after

Referred

(Hereinafter referred

as consumer)

Versus

Maharashtra State Electricity Distribution

Company Limited through its

Asst. Engineer, Murbad Sub Division

Murbad

(Hereinafter referred

as Licencee)

Appearance :- For Consumer - Shri Sardar, Consumer's Representative

For Licensee - Shri N.A. Khan, Executive Engineer cum Nodal
Officer

Shri G.M. Patil, 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).

The Hon’ble MERC framed Supply Code as per Section 50 of Electricity Act, 2003, known as ‘Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005’, hereinafter the said Regulations are referred to as ‘Supply Code’ for the sake of brevity.

2. In fact, Applicant is a prospective Consumer (hereinafter referred to as “Consumer” for the sake of convenience) who sought supply filing application dated 5/2/2013 which is submitted to the Officers of Licensee on 11/9/2013. As supply was not granted or there was no communication within two months, he approached this Forum on 12/11/2013.
3. In this matter, the papers containing above grievance were sent by the Forum vide no. EE/CGRF/Kalyan/0484 dated 13/11/2013 to the Nodal Officer of the Licensee. In response the Officers of Licensee attended and filed reply dated 7/12/2013.
4. Both sides are heard on 10/12/2013, 12/12/2013, 18/12/2013, 10/01/2014 & 23/1/2014. On behalf of Consumer, its Representative Mr. Sardar made submission and Nodal Officer, Shri N.A. Khan, made submissions for Licensee. We have gone through the grievance application and reply filed, we heard both sides. On its basis, following factual aspects are disclosed:-

5. Consumer is in fact, a purchaser of premises, owned by M/s. Kupatha Plastic Udyog Pvt. Ltd. having supply from Licensee bearing Consumer No.018019010402. The said supply became T.D. on 29/3/2001, ultimately it is P.D. on 1/9/2001 and heavy arrears were due towards it. The said connection was for Industry attracting H.T. tariff.
6. The present Consumer purchased the premises of said M/s. Kupatha Plastic Udyog Pvt. Ltd. as per auction held by MSFC under the MSFC Act and Deed of Assignment / Sale Deed entered into on 22/2/2012 and registered on 2/3/2013. On 23/5/2013 letter is addressed to the Superintending Engineer by the Exe. Engineer wherein arrears were shown of previous Consumer of this unit to the extent of Rs.1,48,629.56 and interest of Rs.3,315.15. It's copy was endorsed to Consumer. Thereafter on 5/7/2013, the Consumer addressed letter to the Superintending Engineer of Licensee seeking connection of supply.
7. Thereafter on 11/9/2013, the Consumer submitted application to Licensee dated 5/2/2013 for seeking supply and as supply was not provided, time of 60 days over, and hence the Consumer approached this Forum on 12/11/2013.
8. On service of notice, the Nodal Officer attended and placed on record reply dated 7/12/2013. It is contended that previous Consumer has not paid the arrears and arrears for six months prior to the date of P.D. are shown to the extent of Rs. 6,38,293/- worked out as per Commercial Circular No.53 and as per the provisions of clause no.10.5 of Supply Code. It is contended that for new connection, Consumer is required to pay an amount of Rs. 6,38,293/- .
9. During the course of arguments, Representative of the Consumer pointed out that the letter dated 23/5/2013 of Exe.Engineer, Kalyan, addressed to

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Superintending Engineer, Kalyan, endorsed to the Consumer and contended that arrears are shown in it to the extent of Rs. 148,629.56/- and interest of Rs.3,315.50 ps. as on April, 2013 but in the reply submitted to the Forum on 7/12/2013 the figure is shown as Rs. 6,38,293/- for the period of six months only and these two figures are totally contradictory. Further, he pointed out from the letter of Superintending Engineer, Kalyan, addressed to the Exe. Engineer dated 29/7/2013, as per Suit claim up to October, 2003, arrears were Rs.2,34,704/- wherein it is stated that already Suit is decreed and Execution Petition is filed for recovery of the amount. We had perceived that even the Officers of Licensee were not clear about the difference / variance stated by C.R. and hence the Officers of Licensee were directed to place on record copy of plaint filed in Suit which is already decreed and to place on record the progress of its execution. As per the directions, on 12/12/2013, the Officers of Licensee submitted additional Say and clarified that Spl. Civil Suit No.10 of 2004 was filed for recovery of Rs.2,34,704.51 ps. It was dismissed on 2/2/2006; against it, Appeal was filed in the Hon'ble High Court, i.e. First Appeal No.1640 of 2006 which is now sent back to District Judge, Kalyan, due to enhancement of jurisdiction wherein it is allotted with Civil Appeal No.158 of 2012. It is made clear that as on the date of T.D., due amount of bill was only Rs.77,935/- for one month but in the Suit claim, deducting the Security Deposit available, adding interest till that date, claim is made to the tune of Rs.2,34,704.51 ps.

10. Ld. C.R. submitted that in fact the Supply Code clause no.10.5 is not applicable to the present matter. He based the argument contending that MERC Regulations are of 2005 and prior to it, there was no provision of keeping the charge on the property whereby successor was required to pay for dues of six months. In support of this point, the Ld. C.R. submitted Written Notes of Argument relying on judgment dated 3/2/1995 of Apex

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Court – *M/s. Isha Marbles v/s Bihar State Electricity Board 1995 SCC (2) 648* and even referred to judgment dated 21/4/2006 of our High Court, i.e. *Jaisukhlal N. Bhuta & Ors. v/s Maharashtra State Electricity 2006 (6) Bom. C.R. 893 (DB)*. It is submitted that as per these two judgments there was a contract which was amongst the Licensee and the erstwhile Consumer and hence their Agreement or Contract in no way will bind present Consumer. Secondly it is submitted that even in the light of one more recent judgment dated 5/9/2007, of our High Court, i.e. in Writ Petition no.3472 of 2007, *Akanksha International v. Maharashtra State Electricity Distribution Co. Ltd - 2008(1) Mah. L.J. 753*, it is contended that provisions of Supply Code came into force on 20/5/2005, those will be applicable prospectively but those will not be applicable to any P.D. connections prior to that date. Accordingly, it is submitted that in the present matter, previous Consumer's connection resulted in P.D. on 1/9/2001, it was T.D. from 29/3/2001 and arrears were there as on the date of P.D. for its recovery, Suit was filed, the Suit is dismissed and hence there is no question of seeking any amount from this Consumer reading the Regulations and applying it retrospectively.

11. On behalf of Licensee it is reiterated that as per the judgment of our High Court on 16/9/2011 in Writ Petition No.9960 of 2010 – *M/s. Namco Industries Pvt Ltd v/s The State of Maharashtra* wherein *Isha Marbles* case is considered and dues are required to be paid for previous six months as per Regulation 10.5. However on close reading of the said judgment, more particularly, para no.17 there is reference to *Akanksha International v. Maharashtra State Electricity Distribution Co. Ltd - 2008(1) Mah. L.J. 753 (supra)* which is even relied on by the Consumer. The said matter was pertaining to disconnection and recovery after 2005 and Ld. C.R. submitted that this judgment correctly laid down ratio that clause 10.5 is applicable for arrears from the date of enforcement of the Regulation or the date when the

Regulations came into force but he contended that this judgment in no way can be read as applicable to previous claim, i.e. prior to the Regulations of 2005.

12. On the other hand, on behalf of Licensee heavy reliance is placed on the internal circular No. 53 issued by Chief Engineer (Commercial) dated 7/5/2007 which is modified vide Commercial Circular No.97 dated 28/7/2009 and Commercial Circular No.160 dated 29/3/2012 and contended that matters pertaining to the Licensee were pending in the Hon'ble Supreme Court and referred to Bench of three judges and further contended that as per section 50 of EA, 2003, and notification issued about Supply Code, the Consumer is to pay arrears of six months in case he is a transferee from previous owner. It is vehemently contended that as per Supply Code clause 10.5, previous arrears of six months are to be paid if connection is to be taken therein.
13. During discussion both sides referred to the legal position as well as the precedents. It is necessary to cite the legal position existing, prior to the Electricity Act, 2003 brought into force on 26/5/2003. Prior to 26/5/2003 there were three Acts in force, i.e. Electricity Act, 1910, Electricity (Supply) Act, 1948 and Electricity Regulatory Commission Act, 1998. In Electricity Act, 2003, as per Section 50, there is a provision for introducing Supply Code by State Commissions. Accordingly, for the first time, Maharashtra Electricity Regulatory Commission framed Supply Code and notified on 20/1/2005 and in clause 10.5 of the Supply Code provisions is made towards recovery of dues of a previous Consumer from the transferee, i.e. the person who purchased the premises wherein supply was there and it is the charge on the premises. In the aforesaid *Isha Marbles* case, legal position is dealt by the Hon'ble Supreme Court, however, there is a subsequent development in

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the legal position dealt by Hon'ble Supreme Court in the following
judgments:-

- (i) Dakshin Haryana Bijli Vitran Nigam Ltd. vb. M/s. Paramount Polymers Pvt. Ltd. – AIR 2007 SC 2;
- (ii) Paschimanchal Vidyut Vitran Nigam Limited v. DVS Steels, and Alloys Private Limited - (2009) 1 SCC 210 and ;
- (iii) Haryana State Electricity Board v. Hanuman Rice Mills, Dhanauri - (2010) 9 SCC 145

Even Bombay High Court in *Akanksha International v/s MSEDCL dated 5/9/2007, 2008 (1) Mah LJ page no.753*, dealt this aspect.

14] On this basis the spirit of judgment in *Isha Marbles* (supra) and above referred further judgments of Hon'ble Supreme Court and Hon'ble High Court, position is aptly summarized by our Bombay High Court in the judgment delivered on 16/9/2011 in *Writ Petition No.9906 of 2010 – M/s. Namco Industries Pvt Ltd v/s The State of Maharashtra & Ors.* in para no.12. In the said matter our Lordships were dealing with the factual aspect in that matter, wherein supply was disconnected on 7/12/1993. Thereafter, previous Consumers' property was to be dealt and hence recovery certificate was issued on 22/5/2005. Sale was conducted on 7/5/2008, sale was ultimately certified on 23/3/2009 and on 19/9/2009. Thereafter the said purchaser sold it to another person who was the Petitioner before the Hon'ble High Court, on 30/3/2010 and the said Petitioner before the High Court had sought supply on 28/10/2010. Our Lordships while dealing the said matter noted the position of law prior to the Act of 2003 and Regulations, present position of law and considered facts which were brought before, Hence those aspects clarified in para nos. 12, 13, 18 & 19, and those paras are of vital importance, reproduced as under:-

The position in law before the Act of 2003 & Regulations

12. Prior to the enactment of the Indian Electricity Act, 2003 and statutory regulations of the nature that now exist in Maharashtra, the Supreme Court had occasion to consider whether unpaid electricity dues could be recovered from a subsequent transferee. The Supreme Court was considering a legal regime in which a charge had not been created by statutory regulations or enactment. In ***Isha Marbles v. Bihar State Electricity Board*** the Supreme Court dealt with the provisions of the Electricity Act of 1910 which was the precursor to the present parliamentary legislation. In the context of the position as it then stood, the Supreme Court held that there was no charge over the property and where the premises devolve upon an auction purchaser who seeks the supply electrical energy, he could not be called upon to clear the past arrears as a condition precedent to the grant of supply. The Supreme Court recognized in paragraph 63 of its judgment that electricity is public property which the law must protect. However, the law as it then stood was inadequate to enforce the liability of a previous contracting party against an auction purchaser who is a third party and who was not connected with the previous owner or occupier. In that context, the Supreme Court held as follows :

“But, the law, as it stands,, is inadequate to enforce the liability of the previous contracting party against the auction purchaser who is a third party and is in no way connected with the previous owner / occupier. It may not be correct to state, if we hold as we have done above, it would permit dishonest consumers transferring their units from one hand to another, from time to time, infinitum without the payment of the dues to the extent of lakhs and lakhs of rupees and each one of them can easily say that he is not liable

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for the liability of the predecessor in interest. No doubt, dishonest consumers cannot be allowed to play truant with the public property but inadequacy of the law can hardly be a substitute for overzealousness.”

V

The present position in law

13. *The deficiency in the law which was noticed by the Supreme Court in its decision in Isha Marbles was evidently rectified when statutory regulations came to be framed upon the enactment of the Indian Electricity Act of 2003. Regulation 10.5 in the State of Maharashtra expressly recognises that the unpaid electricity dues will be a charge on the property and can be recovered by the distribution licensee from the new owner subject to the qualification in regard to period as noticed earlier.’*

....

....

VI

The present case

18. *Having regard to the position in law which is now enunciated in Regulation 10.5 of the Regulations, it is evident that the unpaid dues of the Fifth respondent did constitute a charge on the property. These dues could legitimately be recovered by the Second Respondent from the Petitioner, as subsequent transferee. The submission of the Petitioner that the Petitioner is entitled to seek a fresh connection of electricity supply to which the liability to pay the dues of the erstwhile owner will not be attracted is without any substance. The charge attaches to the property and the distribution licensee is entitled to recover the unpaid dues from the new owner. Acceptance of the submission would result in a situation where an owner of the premises could utilize electricity and upon a subsequent transfer, the transferee would not be liable to pay the arrears. The distribution licensee would be left with*

virtually no recourse whatsoever and this is exactly the situation which the Supreme Court emphasized in its judgment in Paschimanchal Vidyut Vitran Nigam Limited.

19. *There is no merit in the submission which has been urged that the claim is barred by limitation. Sub section (2) of Section 56 of the Electricity Act 2003 provides that notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer under the Section shall be recoverable after a period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of electricity. In the present case the bills which were issued by the distribution licensee did reflect the arrears of electricity charges. In any event, the distribution licensee under Regulation 10.5 is entitled to assert its charge over the property in the hands of the new transferee and to recover unpaid charges subject to the permitted period specified therein. We, therefore, reject the plea that the claim is barred on the ground of limitation.*

Ultimately, in the said matter Our Lordships laid down that in view of Supply Code electricity charges are to be recovered as a charge on the property and subsequent purchaser cannot avoid the liability.

15] We find the aforesaid *Namco* (supra) decision of the Hon'ble High Court applicable in the present matter before us, in total spirit, including even on the factual aspects. It is already noted that in this matter supply was T.D. on 29/3/2001; P.D. on 1/9/2001; property was sold in auction by MSFC under the MSFC Act on 22/2/2012; sale is registered on 2/3/2013, new purchaser / the present Consumer has sought connection. by submitting application dated 5/2/2013, on 11/9/2013 before the Officers of the Licensee. The total transaction of Sale is after 20/1/2005,

i.e. after Supply Code came into force. Hence we find no force in the plea noted above, in respect of Supply Code cannot be applied retrospectively.

Accordingly provisions of Supply Code are totally applicable and as per its clause 10.5 present Consumer applied in prescribed form, agreeing to abide by EA, 2003, Regulations, 2005 and even agreed to pay the dues of previous Consumer, hence, the Licensee can seek payment of dues from the new Consumer who is seeking re-connection. However, as the new Consumer being the purchaser of the property in a public auction, cannot be thrust to pay the total dues but his liability is limited to six months prior to the disconnection as per Supply Code.

16] Second point he argued, contending that already Suit is filed by the Licensee; Suit is dismissed, hence the Suit Claim now cannot be recovered from the Successor. Such contention is taken even withdrawing the readiness shown by consumer to pay one month's arrears which initially Licensee point out. This point is replied by the Officers of Licensee contending that this argument is not tenable as appeal is still pending. Judgment of Hon'ble High Court referred above is clear that this is a separate and additional remedy to recover the dues limited for six months arrears of electricity charges.

We find the recovery now sought from the present Consumer is not affected by the said pending appeal which is continuation of suit, till that claim in the Suit, is, satisfied by the previous Consumer, the present Applicant Consumer cannot avoid the liability to the extent of six months prior to the disconnection as per clause 10.5 of Supply Code. It is an additional remedy available for recovering the amount from the new Consumer seeking supply therein, which is limited for six months. This legal position is clarified by our High Court in the case of *Akanksha International v/s MSEDCL* (supra), para no.31. It reads as under:-

'31. So far as filing of Special Civil Suit by the Respondent against erstwhile owners, i.e. M/s. Amar Amit Company is concerned, that is an alternate

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remedy provided by law and that will not come in the way of the Respondent in insisting on clearing of arrears before the power supply is restored or new power connection is given.'

Even the said judgment is referred in *Namco* (supra) case. Hence we find objection raised on this count is also not tenable. His liability is limited to six months prior to the disconnection.

17] In this matter, initially it was submitted on behalf of the Licensee that there was default of only one month's bill to the tune of Rs.77,935/-prior to PD. However, it is further brought on record by the Licensee that dues are not of only one month but as per the bills issued, those were for three months i.e. for February, March and April 2001. Bare charges for electricity consumed for those months as per bills placed on record are as under:

Months	Amounts
February- 2011	Rs.77,935/-
March - 2011	Rs. 49,145/-
April - 2011	Rs.1,08,066/-

TOTAL	Rs.2,35,146/-
	=====

18] In this regard, consumer's representative, has in his own contention, he submitted that from the bills placed on record, consumption of units for the month of February and March,2001 are shown in the bills, whereas for the month of April 2001 consumption is shown as 0 (Zero), however in the said bill towards bill adjustment amount is shown as Rs.1,080.66/-. He contended that

precisely, said adjustment pertains to which months, is, not placed on record. He submitted liability of consumer, at the most may extend to six months, nonpayment of charges of electricity actually consumed and unless it is shown that said adjustment figure pertains to said last six months, amount shown in April 2001 cannot be claimed.

If the contention of consumer's representative is accepted, then unpaid liability of electricity charges during the period of six months prior to PD may be of Rs.1,27,080.37 Ps.

19] On the other hand, on behalf of Licensee, material is placed on record with a copy of plaint filed in the suit referred above, wherein total claim arrears of PD stated as under:

1] Amount Arrears as on the date of PD -----	Rs.2,96,733.16
2] Minimum charges-----	Rs. 17,920/-
3] Interest upto July 2002-----	Rs.21,548.52
Total	Rs.3,36,201.68
Less ; amount of S.D. adjusted in September, 2001-----	Rs.1,38,500
Amount of Final Bill -----	Rs.1,97,701.68
Add: Interest from August 2002 to October 2003	
(15 months) @	Rs.1,24,418,46
18% on Rs. 1,58,233 = 16 x 18% =15 months/12	Rs. 36,690.16
Add: Interest from Nov.2003	Rs. 02,312.84
Total Claim	Rs. 2,34,704.51

20] From the above details, it is clear that as per the claim of Licencee in the suit initial figure of arrears as on the date of PD shown as Rs. 2,96,733.16. Whereas

three months electricity charges not paid are quantified by the Licencee on the basis of Electricity Bills to the tune of Rs.2,35,146/-, Hence, in the arrears of PD shown, said figure is covered and additional amount is for other charges. Now, in the aforesaid details amount of final bill is shown as Rs.1,97,701.68. This amount is only balance of electricity charges yet to be paid. This figure being the balance considering the security deposit already deducted. It is necessary at this stage, to note that suit is filed by the Licencee against the original consumer on 5/1/2004, adjustment of SD is shown long back in September, 2001. Hence, prior to the date of present applicant/consumer purchasing the property on 2/3/2012, deposit amount was already adjusted towards the due claim from previous consumer. In no way said security deposit is available for our consideration. Accordingly as per the aforesaid calculation of Licencee due amount towards electricity charges is of Rs.1,97,701.68, subsequent amount of interest shown in the details is of no relevance for consideration in this matter. Accordingly, as per this calculation towards electricity charges amount due is Rs.1,97,701.68.

21] Though, as per the above details, due amount of electricity charges is shown as Rs.1,97,701.68 but towards three bills' outstanding electricity charges are worked out by the Licencee to the tune of Rs.2,35,146/-. However, for the month of April, 2001, as contended by the consumer, there is no consumption of electricity. However, an amount of Rs.89,586/- is shown as amount towards adjustment. Rightly, it was pointed out by consumer's representative that though, there is no consumption in the said month, this amount cannot be considered. It is a fact that though said figure is of adjustment, it was not clear, it pertains to which period and whether actually it covers the last six months consumption prior to the PD to which this consumer can be held responsible. On behalf of Licencee, Nodal Officer had, submitted all possible efforts were done to find out the said period covered for adjusted amount, but no details were forthcoming.

Belatedly, at the fag end, when this matter was adjourned for passing final order, just before that moment, on behalf of Licensee details are placed on record, as

the Officers succeeded in tracing out the adjustment shown for April 2001. It is clarified by them, placing on record the Written Contention dated 18/1/2014, clarified that for January 2001, electricity dues, as per the bill were of Rs.87,650/- and towards it Consumer has handed over cheque no.605637 dated 20/2/2001 of SBI, Murbad Branch. However, the said cheque was returned by the Bank but till then the receipt issued on receiving the cheque, was posted in the account of the Consumer and on return of the said cheque, said entry is reversed and adding to it an amount of Rs.1,936/-towards interest, postal charges, etc., an amount of Rs.89,586/- is debited in the bill of April 2001. Accordingly, it is contended that bill for the month of January for Rs.86,650/- is still due and simply it is shown in the month of April 2011 along with additional amount. On this count, C.R. was confronted with these details and there are no grounds to deny it. In this light it is claimed that dues are therefore for 3 months, as under:-

Month	Amount
-----	-----
January 2001	Rs.87,650/-
February 2001	Rs.77,935/-
March 2001	<u>Rs. 49,145/-</u>
Total	Rs.2,14,731/-

This total amount was accordingly, due towards electricity charges.

22] As noted above in paragraph (20), as per the Suit claim, total dues towards electricity charges as on the date of the suit were of Rs.1,97,701.68 ps. and this figure is less than the aforesaid dues noted for 3 months, i.e. Rs.2,14,731/-. Hence, liability to be borne by this Consumer under clause 10.5 of Supply Code is limited to Rs.1,97,702/- only.

23] C.R. too during reply, to the Licensee's contention dated 18/1/2014, came up with the contention that for those 3 months, though electricity charges are stated, but therein, Demand Charges are inclusive and hence said Demand Charges are to be deducted. He cited the Demand Charges for the month of February & March 2001 to the tune of Rs.19,880/- and Rs.19,040/-. This amount along with such amount for January 2001 required to be deducted from the above said due amount. Consumer's Representative vehemently contended that clause 10.5 speaks only of charges of electricity supplied and hence, the Demand Charges cannot be added. In reply, on behalf of Licensee it is submitted by the officers that bill is prepared as per the rules and the Demand Charges are part and parcel of bill itself. It is contended that Demand Charges are always added in the months wherever there is a consumption. Even it is to be added when there is no consumption. In this regard, we tried to find a base for it and we are able to lay our hand on the tariff orders of MERC wherever revision is there therein the said Demand Charges are made part and parcel of the bill. Accordingly, there is no question of deducting said Demand Charges.

24] Though, consumer's representative vehemently reiterated his stand that as suit is dismissed, as claim was time barred, now no recovery can be done from present consumer, relying on Supply Code, this aspect is already dealt above, and it is held that as per the provisions of Electricity Act, Regulations and Supply Code, this is an additional relief available to the Licensee for ensuring the recovery of dues from the new purchaser, to the extent of at least six months. Hence, we find, present applicant/consumer cannot avoid the liability. Said liability will be to the extent of dues of electricity at the most for six months prior to the PD and as noted above, as per the material available three months arrears were there to the tune of Rs.2,14,730/- but it is more than the balance due of electricity charges which are worked out in the Suit and noted above to the tune of Rs.1,97,702/- and hence consumer is liable to pay amount to the extent of Rs.1,97,702/- while seeking supply in the said premises.

25] During the course of arguments, perceiving the liability to be borne, CR placed on record, request of the consumer that said liability is around one lakh or so, this being a heavy amount easy installments be awarded, giving connection. Officers of Licencee contended that there is no provision for giving installments in such matter. However, if installments are insisted then, very well after payment of full amount as per the installments granted, supply can be given. In other words, Officer submitted that giving supply and then recovery installments is not permissible.

26] In view of the above, it is clear that consumer is liable to pay as per Clause 10.5 of Supply Code, the dues of electricity charges covering the period of six months prior to the PD and in this case, liability towards electricity consumed was subsisting to the extent of Rs.1,97,702/- as discussed above. This grievance is to be partly allowed, directing accepting of said amount by the Licencee and to connect the supply, complying all other requirements.

27] This matter could not be decided in time as Licencee was to find out the exact dues of the previous consumer and quantum of bill involved therein, those details are provided latest on 10.01.2014 and argued on that day.

Hence the order.

ORDER

The grievance of the Consumer is partly allowed.

As per clause 10.5 of Supply Code, the Consumer is allowed to pay an amount of Rs.1,97,702/- for which Licencee to issue necessary letter within 48 hours of receiving this order, then consumer to pay within seven days. On receiving the amount, Licencee to issue necessary quotation within 48 hours and after compliance of the quotation i.e. necessary payment towards it supply be given within 48 hours. Compliance thereof be submitted to this Forum, thereafter within 15 days.

Date :28/01/2014

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.