



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

No. K/E/783/942/2013-14

Date of Grievance : 20/03/2014

Date of Order : 15/072014

Total days : 116

IN THE MATTER OF GRIEVANCE NO. 783/942 OF 2013-14 IN RESPECT OF THE BOMBAY DYEING MFG. CO. LTD. A-1 PATALGANA INDUSTRIAL AREA, PO BOX 5, TAK. KHALAPUR DISTRICT RAIGAD-410 222.HELD REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING BILLS NOT RECEIVED IN TIME THEREBY CONSUMER DENIED PROMPT PAYMENT DISCOUNT AND LOAD FACTOR INCENTIVE AND FOR IT'S REFUND WITH INTEREST.

M/s. Bombay Dyeing Mft. Co. Ltd.

A-1 Patalgana Industrial Area,

PO Box 5, Tal.Khalapur,

District-Raigad.

.... (Hereinafter referred as Consumer)

Consumer No.031129011281-HT)

Versus

Maharashtra State Electricity Distribution

Company Limited though its

Nodal Officer,

MSEDCL, Pen Circle

Pen.

.... (Hereinafter referred as Licencee)

Appearance : For Consumer –Shri S.S.Paithankar-Dy. General Manager.
Shri Satish Atkekar-Sr. Engineer.

For Licensee - Shri Khandare-Nodal Officer and Exe. Engineer.

(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 brought this grievance before Forum on 20/3/2014, contending that consumer for the month of July 2013’s bill. deposited amount of Rs.2,55,50,970/- on 13/8/2003 as bill for said month was not received in time. It is contended that all the while from 8/8/2013, consumer’s Officer persuaded Officers of Licencee to provide bill in time, so that it can be paid availing the legitimate benefit of prompt payment discount (PPD) and Load Factor Incentive (LFI),but it was futile. Now, consumer has claimed said incentive, quantifying it, to the tune of Rs.19,74,360/-.

3] On receiving this grievance it’s copy along with accompaniments sent to the Licencee vide this Office Letter No. EE/CGRF/Kalyan /125 dated 24/3/2014. In response to it, Officers of Licencee appeared and filed reply on 7/4/2014, raising objection on the ground that bill was sent in time by e-mail on the registered e-mail address given by the consumer. It is claimed that on the said address previously bills were sent and received by consumer and there was no complaint of non receipt of bills.

In this matter, on receiving the reply of Licencee, initially matter was discussed and it was noted that both the parties were referring to some talk held on telephone/cell-phone and hence they were given liberty to substantiate their contentions by filing appropriate documents or affidavit. Accordingly, on behalf of

Licencee, initially affidavit dated 19/5/2014 of Mr. Bhagban Kar-Vice President of consumer, was, filed. Thereafter, affidavit of Ashish Goyal-Deputy Manager, submitted on 27/5/2014. On the other hand, on behalf of Licencee, affidavit of Nodal Officer Mr.B.B.Khandare, Accountant Mr. R.M.Shinde were presented on 19/5/2014. Further, on behalf of Licencee. reply is presented on 12/6/2014,in reply to the affidavit of Ashish Goyal and even on that count affidavit of Mr. S.S.Daund -Asst-Engineer was also filed on 1/7/2014.

4] In the light of aforesaid contentions and reply, we heard both sides at times and finally their arguments are concluded on 1/7/2014. On it's basis, following factual aspects are noted which are to be considered before deciding the dispute.

a] Consumer is having industrial supply from 27/1/1984. Consumer has paid the bills prior to 6/8/2013 which were sent by the Licencee, till then by e-mail which were received and there was no dispute and has availed the benefit of PPD and LFI, wherever applicable.

b] Bill for the month of July issued on 6/8/2013 for the consumer and it was to the tune of Rs.2,55,50,970/- which was payable up to the due date i.e. 20/8/2013. However if bill would have been paid up to 12/8/2013, consumer was required to pay an amount of Rs. 2,35,79,710/-. Said bill was sent by the Officers of Licencee on the e-mail address of the Officer Mr. Ashish Goyal, as it was sent regularly on previous occasions. It was issued and received by the consumer on 7/8/2013 at 20.33 hours as claimed by Officers of Licencee. It is claimed, that it was not only the e-mail, sent for this consumer but was, along with other 26 consumers' e-mails sent successfully at a time. Accordingly, it is claimed that from other 26 consumers, there is no any dispute. Hence Officers of Licencee, denied the allegation that present consumer has not received the disputed bill. Officer's of consumer submitted that in their Mail Box, said e-mail is not found, hence they claimed it was not received.

c] Officers of consumer contended that as bill was not received, Officer of consumer namely Mr. Ashish Goyal, contacted Licencee Officer Mr. R.N.Shinde on 8/8/2013, 10/8/2013 and on 12/8/2013. It is claimed only on 12/8/2013 at 17.17.05 hours on the personal e-mail of Mr. Ashish Goyal bill was received that too due to the persuasion by him on 12/8/2013 from 16.02.43 hours .

d] It is claimed that as bill was received on 12/8/2013 at 17.15 hours, but time for payment as per directions RBI through RTGS time was over at 15.30 hours. It is contended that letter was given by consumer on 13/8/2013 after making payment of amount to the Superintending Engineer, Pen, for extending the time and providing PPD/LFI.

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e] Thereafter on 14/8/2013, e-mail was sent by Ashish Goyal to the Licencee about hard copy of disputed bill not received.

f] On 20/7/2013 consumer addressed letter to S.E. communicating that hard copy of bill received on 14/8/2013 at 14.60 hours and already on 13/8/2013, bill amount of Rs.2,55,50.970 deposited and contended that without any fault, on the part of consumer, towards receiving the bill, required to pay more amount and claimed it's refund to the tune of Rs.19,74,360/-.

g] On 3/9/2013, Superintending Engineer Pen Circle, addressed letter to Chief Engineer. (Commercial) Prakashgad , for considering letters of consumer, pertaining to PPD and LFI.

h] Consumer's Officer addressed letter to Chief Engineer (Commercial) Prakashgad on 5/9/2013 about this aspect and sought relief in this regard.

i] As the grievance of consumer not dealt by the Officers of Licencee, it approached this Forum on 20/3/2014 and sought refund of amount of Rs.22,68,424/-towards PPD/LFI with interest @ 18% per annum, till to the date of payment.

j] Officers of Licencee demonstrated that disputed bill was issued in time, it was sent on the usual e-mail address as it was followed previously and there is no any fault on the part of Licencee and if at all any fault is noted, it is with the consumer's Net for which Licencee is not responsible.

k] It is the contention of Licencee that affidavit of Mrt. Ashish Goyal, pertaining to contacting R.M.Shinde on 8/8/2013 and 10/8/2013 is not correct and further contended that already on 8/8/2013, Mr. S.S.Daund- Asst.-Engineer in reply to telephonic talk to the Officer of consumer provided the details of due amount , due date of payment and date of payment for availing PPD/LFI.

5] After noting the aforesaid factual aspect as disclosed from rival contentions of parties, one thing is clear that previously there was no any such dispute cropped up either towards sending bill by e-mail on the address of Ashish Goyal and regularly bill amount of said bills paid by the consumer promptly, availing almost all legitimate benefits available. Even subsequent to the disputed aspect consumer has availed the benefit, but Officers of Licencee pointed that there is only one exception. For the said exception we are not concerned.

Now, disputed aspect revolves around the bill for the month of July 2008 issued, and it's payment. It is a fact that on the basis of bill received on e-mail i.e. on

12/8/2013 at 17.17 hours on personal e-mail address of Ashish Goyal, bill amount is deposited on 13/8/2013. Admittedly, said payment is, after the prescribed date i.e. after 12/8/2013 for availing the benefit of PPD /LFI. Legal position on this aspect is clear which is reiterated by both sides and it pertains to the SOP Regulation 15.5 which provides that consumer cannot be heard about bill not received or lost, towards discharging obligation to pay before due date. The relevant portion of Regulation is reproduced as under:

- 15.5.2: In case the consumer does not receive the bill or, having received the bill has lost the bill, he shall, before the receipt of the next bill, report the same to the officer designated by the Distribution Licencee to address such cases.
- 15.5.3: Where the consumer visits the office of the designated officer in person, the designated officer shall, after verifying the identity of the consumer communicate to the consumer, on the spot, the amount of the bill and due date for payment, and arrange to issue a duplicate bill within three days from the date on which the consumer reported the non-receipt or loss of bill, as the case may be:

Provided that where the consumer reports the non-receipt or loss of bill over the telephone, the designated officer may also communicate the amount of the bill over the telephone, after completion of suitable identity verification procedure:

Provided further that the non-receipt of bill or loss of bill does not excuse the consumer from discharging his obligation to make payment within the due date for payment of electricity charges.

- 15.5.4 A consumer who neglects to pay his bill is liable for levy of delayed payment charges and interest on arrears in accordance with relevant the orders of the Commission, appropriation of security deposit and/or disconnection of supply in accordance with the provisions of the Act and these Regulations.

15.5.5: The Distribution Licencee may offer incentives to consumers for making prompt payment or early payment of their bills, in accordance with the relevant orders of the Commission.

As dispute is brought before this Forum, we are to consider whether in fact as required, consumer is provided with bill/details of bill in time. This needs to be dealt in the light of the affidavits filed by concerned i.e. Mr. Ashish Goyal, Mr. R.N.Shinde, and Mr. Daund. No doubt, some emails are also placed on record showing the chronology of bill sent, allegations of bill not received and demanding the bills etc. It is a fact that Ashish Goyal was dealing the matter in absence of Shri Satish Paithankar- Dy. General Manager and Shri Daund-Asst. Engineer was dealing in absence of Executive Engineer Mr. Khandare. It is admitted by both Mr. Khandare and Mr. Paithankar that previous to this incident and after this incident amongst them never such incident occurred. We find, this is a notable aspect. But, it is necessary to deal the matter as it is brought before us and both sides tried to highlight their own contentions suitable to them.

6] On analysis, all factual aspect, one thing is clear that previously bills were sent to the consumer on the e-mail address provided and those were received by consumer and paid it. Disputed bill sent by Licencee is, clearly seen from the list of e-mail placed on record and it speaks that e-mail sent to the consumer was one amongst 27 and other 26 consumers not complained about non-receipt of bills sent by e-mail. It is a fact that Mr. Daund being Asst. Engineer stated in his affidavit that on 8/8/2013 he had received a intimation from Officer of consumer about bill not received and he provided details of the said bill, pertaining to quantum, due date and date of payment whereby PPD and LFI can be availed. Ashish Goyal tried to attribute fault to Mr. R.N.Shinde Accountant quoting the conversation held on 8/8/2013 and reply given by Mr. Shinde that bill will be sent on next date as 8/8/2013 is a holiday. It is demonstrated by Officers of Licencee that in fact, 8/8/2013 was Thursday, 9/8/2013 Friday, 10/8/2013 IInd Saturday and 11/8/2013 Sunday. Admittedly, said Saturday and Sunday were the weekly holidays and there was no any holiday either

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on 8/8/2013 or on 9/8/2013. Accordingly, the affidavit of Ashish Goyal found not in tune with factual aspect. Hence no more weightage can be given to it, pertaining to R.N.Shinde.

In respect of reference in affidavit of Ashish Goyal pertaining to Mr. Daund, it is disclosed in the affidavit of Mr. Daund that in fact Ashish Goyal had no talk with him on 10/8/2013, but Daund stated that he had a telephonic talk with the Officer of consumer on 8/8/2013 whereby he had given the details of the bill as it was brought to his notice that bill is not received. This statement of Mr. Daund, is, not controverted by consumer's side, placing any appropriate material. Hence, it is necessary to believe Mr. Daund to the extent that on 8/8/2013 he received intimation from consumer's side about non receipt of bill dated 6/8/2013. No doubt, Mr. Daund clarified that he had given the details as required under the aforesaid provisions of Regulations. The details of amount, due date, etc.. In this light, one thing is not made clear from consumer side, if at all, such details were given by Mr. Daund, why it is not acted upon by paying the amount resorting to RTGS in time till 15.30 hours, on 12/8/2013. It is also not explained or not clarified, if, bill was not received on the E-mail and Mr. Daund provided the details on 8/8/2013 why no attempt was done from consumer side to seek a hard copy in the light of the provisions of 15.5.2 to 15.5.4 of MERC Regulation i.e. Supply Code to avail so called PPD and LFI which was running in lakhs. **Further, we are not able to digest why total telephonic talks are concentrated on 12/8/2013 after 16.02.43 hours that too after the time for payment by RTGS was over.** The manner in which things painted from consumer side, are, self speaking. No doubt, if Mr. Daund had received call on 8/8/2013 and had given details of payment could have thought of further providing duplicate copy of the bill or may have thought of sending it by e-mail, however, same would have been followed by Officers of consumer, by sending fresh E-mail, asking for bill on E-mail or asking Mr. Daund to provide duplicate copy of the bill. Accordingly, we find, the manner in which Mr. Daund has reacted and responded on 8/8/2013, found unique and he had provided the details. As per the aforesaid extracted portion of regulations, if, any consumer on telephone seeks the details of the bill, conveying bills not

received, then Officer is supposed to provide the details pertaining to quantum of amount, due date of payment and others. These are complied by Mr. Daund. However, in the aforesaid Regulation contingency is contemplated, whereby if consumer in person, approaches seeking a bill, then details are to be provided, verifying the identity and within three days, duplicate copy of the bill is to be issued. In this matter, there is no any such incident of consumer approaching designated Officer through any Officer of consumer in person in the office. But said talk was on telephone which is replied by Mr. Daund. Accordingly, we find there is no scope for us to find any fault with Mr. Daund. However, as noted above, from 8/8/2013, as claimed Mr. Ashish Goyal though tried to communicate non receipt of bill on telephone, no any prompt action is demonstrated with diligently seeking the details by giving any written intimation by e-mail or through letter by deputing any messenger etc. .

It is a fact that consumer, all the while prior to the incident availed the legitimate concessions, benefits available on the ground of paying the bills in time. But this cannot be the ground to draw an inference that Licencee was at fault in providing the disputed bill, and details thereof. In the first instance, bill sent by e-mail as demonstrated by Licencee is, clear, which is on 7/8/2013. Non receipt of it, by consumer is, due to some problem from it's side and for that purpose Licencee cannot be blamed. Secondly, consumer's Officer brought the fact of bill not received by e-mail on 8/8/2013 and Mr. Daund acted on it provided the details as per Regulations. Hence, things required found to be complied from Licencee side, are found complied, but the manner in which consumer side tried to paint negative picture about Mr. Shinde and Mr. Daund not acted properly, found without any merit. This conclusion we are arriving at on the basis of contradiction in the affidavit of Mr. Goyal about the talk on 8/8/2013 with Mr. Shinde and Mr. Shinde stating that it being a holiday things will be cleared on next date, and secondly not taking care to seek details on e-mail from 8/8/2013 to 12/8/2013 till 16.00 hours, has it's own implication. Accordingly, we find, there is nothing to infer against the Licencee, Licencee all the while, provided to the consumer the legitimate concession and benefit available as per rules and there is

no any previous allegations of such nature. Officers of Licencee, hence, cannot be blamed or fault can be attributed as all the while legitimate concession given. On the other hand, it is the consumer, who is not able to avail, the PPD and LFI, which is more than 19 lakhs and seeks it's refund, coming with the aforesaid grounds, which we found not established. In this light, we find, there is no merits in the grievance raised by consumer. Hence, grievance is to be dismissed.

This matter could not be decided within prescribed time, as both sides provided details and argued the matter on 1/7/2014.

Hence the order.

ORDER

Grievance application of consumer is hereby dismissed.

Dated:15/7/2014

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.



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Shri Satish Atkekar-Sr. Engineer.

For Licensee - Shri Khandare-Nodal Officer and Exe. Engineer.

OPERATIVE ORDER

Grievance application of consumer is hereby dismissed.

I agree

I agree

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

