



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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Date of Grievance : 22/10/2013
Date of Order : 20/11/2013
Period Taken : 29 days

IN THE MATTER OF GRIEVANCE NO. K/DOS/018/880 OF 2013-14 OF SHRI MANOHARLAL G. OF ULHASNAGAR-5, DIST-THANE REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM, KALYAN ZONE, KALYAN TOWARDS CLEARING THE DUES WHICH ARE NOT CORRECTLY SHOWN BY THE LICENSEE AND ARE EXCESSIVE

Shri Manoharlal G.,
Brk. No.C/5, Room No.28/29,
Behind Prabhat Talkies,
Ulhasnagar-5, Dist-Thane
Consumer No.02154046481

(Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Exe. Engineer, Ulhasnagar S/Dn-5.

(Here-in-after
referred
as Licensee)

Appearance :- For Consumer - Shri Harish Varindani, Consumer's Representative
For Licensee - Shri A.N. Khan, Nodal Officer
Shri Pevekar, Dy. Exe. 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

Grievance No. K/DOS/018/880 of 2013-14
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).

2. The Consumer was having residential supply from the Licensee. The Consumer is billed as per said tariff. Consumer registered grievance with the Forum on 22/10/2013 towards clearing the dues which are not correctly shown by the Licensee and are excessive.
3. The papers containing above grievance were sent by Forum vide letter No. EE/CGRF/Kalyan/0460 dated 22/10/2013 to Nodal Officer of Licensee. The Licensee filed its reply on 12/11/2013.
4. We heard both sides in this matter. On behalf of Licensee already reply is presented on 12/11/2013. We have gone through the grievance and the reply of Licensee; CPL pertaining to the Consumer. On the basis of this material, following factual aspects are disclosed:-
 - a. Consumer was having supply for residential premises bearing Consumer no. 02154046481. Supply was available to the said Consumer from 31/3/1981.
 - b. The said meter resulted in P.D. on 5/2/2009. As on that day, the dues payable by the Consumer were Rs.27,556.61. Consumer then approached the Licensee seeking final figure of payment on 12/2/2009 but demand note was given to him asking him to deposit Rs.5,000/- and connection charges of Rs.25/- as against the bill issued the due amount as per the CPL to the extent of Rs. 27,556.61 ps. Consumer opted not to pay the said amount of Rs.5,025/- and insisted for final figure towards full and final settlement. However no such bill was provided. On this count, the Consumer approached this Forum on 22/10/2013. He claimed that he be provided with the bill on minimum basis, that too, towards full and final

settlement. The Consumer is interested in giving an end to this particular dispute and seeking liberty to pay the amount which be worked out on the minimum basis.

- c. On behalf of Licensee reply is submitted; details are stated contending that there is no question of any minimum bill to be issued. Already meter is P.D. for which 180 days over, hence if at all the Consumer is interested for seeking connection he is to apply afresh. Till this date the Consumer has not applied for any fresh connection. Neither he is seeking any re-connection.
- d. In this light, we have gone through the claim. On behalf of Licensee thrust is on the CPL which is placed on record for the period from Nov. 2013 to Oct. 2013. No doubt in the CPL for the month of Oct. 2013 due amount is shown to the tune of Rs.41,109.11 and it is explained that this amount is reduced keeping in mind the 'Abhay Yojana' declared by the Licensee and it was available, if the Consumer opted and paid the amount, but in this case there is no any such payment. In result, entry shown in the CPL after the date of P.D., are not available for consideration. As calculated by the Licensee due amount as on the date of P.D. was of Rs.27,556.61 and thereafter as amount is not paid, interest added is of Rs.23,560.38 which the Consumer is required to pay.
- e. C.R. pointed out that only during the period from Sept. 2008 to Dec. 2008 the consumption increased in the range of 842 to 1156 units and hence the dues increased. We are able to see from the CPL that arrears are there right from May 2007, at times those are reduced due to payment and at times there is no payment.
- f. C.R. tried to explain that prior to Sept. 2008 the consumption was hardly in between 80 to 485 units but for the period from Sept. 2008 to Dec. 2009 it is double or even more than 10 times. In this regard, the

Consumer claimed that he had complained to the Licensee that in the month of Jan. 2009 some of the employees of the Licensee done something thereby in Jan. 2009 the consumption was normal, but in February it resulted in P.D. We have no any record pertaining to such complaint lodged by the Consumer; its copy is not available. It is also a fact that though Consumer tried to explain his supply of the previous period, CPL speaks from Nov. 2003 consumption was in between 1030 to 1750 units during the period from Nov. 2003 to Oct. 2005. C.R. tried to explain that thereafter amongst the family members, separate residence was there, one of the bungalow was built up and hence consumption therein drastically reduced, on which he has relied for a further period. Accordingly he contended that disputed consumption as reflected for four months cannot be considered. As against it the Officers of Licensee submitted that the said consumption of disputed period cannot be said to be defect in meter and if there would have been any defect, it being an electronic meter it would have continued further but it is not seen so in this matter. Accordingly they stucked up to their stand.

5. In the light of the aforesaid factual aspects, we find amount as reflected in the CPL, as on the date of P.D. required to be paid and there is no any material to consider the claim of the Consumer for reducing it or for ignoring the reading for the period from Sept. 2008 to Dec. 2008. Though Consumer tried to contend that it is a defect in the meter, and meter was fast, but there is no material to support it, basically towards complaining on this aspect. Accordingly the dues reflected in the CPL as on the date of P.D. quantified by the Licensee to the tune of Rs.27,556.61 ps. is required to be paid by the Consumer.
6. Now further question comes up whether interest claimed by the Licensee is to be paid by the Consumer. Interest is charged for the period after date of P.D. Admittedly, there is no any proceeding taken out by the Licensee to recover the

amount through Court or any other mode. As on the date of P.D. the contract amongst these two parties comes to an end and if at all any interest is to be sought for further period, it should be only on the basis of subsisting contract, if any or by filing a Suit before the Court. But in this matter, there is no any subsisting contract allowing any such interest to be charged and recovered after the date of P.D.

7. We find in respect of interest it is always governed by the contract amongst the parties and in this matter, as on the date of P.D., contract comes to an end, hence interest to be charged, on the due amount, till contract was alive, is permissible. But it is not permissible to charge and seek it after the date of permanent disconnection of supply. Subsequent period after P.D. is governed by general law and for seeking any such interest, there should be an independent provision which is not seen. But by filing a Suit prayer can be made for recovery of the amount with interest. In this matter, as the due claim was crystallized as on the date of P.D., it is not amenable for any calculation of interest and recovery of it. In this matter, date of P.D. is 5/2/2009 and any such Civil Suit for recovery of dues is barred after 5/2/2012 and hence, no any interest can be claimed now in this matter. Hence, we find portion of interest cannot be recovered.
8. In this matter it is already noted above, Consumer has not approached the Licensee, for any re-connection, or fresh connection, though previous connection resulted in permanent disconnection. Consumer vigilantly approached the Licensee for quantifying the correct amount of dues which he is required to pay and he is interested in discharging this liability. Accordingly, we find for discharging the liability he is required to pay the amount which was due as on the date of P.D. and said amount is of Rs.27,556.61 ps. Accordingly, if the Consumer deposits the said amount, his liability stands discharged towards this P.D. connection.

9. In result, this grievance of the Consumer is to be upheld.

Hence the Order.

O-R-D-E-R

- a) The Grievance of the Consumer is hereby allowed.
- b) Towards P.D. connection the Consumer is liable to pay an amount of Rs.27,556.61 ps. which was due as on 5/2/2009, i.e. the date of permanent disconnection. On such payment, Consumer's liability towards the dues on said Consumer No. stands discharged.

Date : 20/11/2013

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.