



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/DOS/029/968 of 2014-15

Date of Grievance : 04/07/2014

Date of order : 12/08/2014

Total Days : 29

IN THE MATTER OF GRIEVANCE NO. K/DOS/029/968 OF 2014-15 IN RESPECT OF PRADIP B.JOSHI, MOHAN PLASTIC, PANJABI COLONY, ULHASNAGAR-421 003, DISTRICT-THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING ILLEGAL DISCONNECTION OF SUPPLY.

Pradip B. Joshi,
Mohan Plastic,
Panjabi Colony,
Ulhasnagar-421 003,
District-Thane

..... (Hereinafter referred to as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Nodal Officer/Dy.Executive Engineer,
MSEDCL,
Kalyan Circle-II, Sub/Divn-II.

..... (Hereinafter referred to as Licencee)

Appearance for Consumer : Shri Pradip Joshi-in person
For Licencee : Shri Nemade- Addl.Executive Engineer,
: Shri Mahajan-Asst. Accountant

(Per Shri Sadashiv S.Deshmukh, Chairperson)

1] Maharashtra Electricity Regulatory Commission, is, constituted u/s. 82 of Electricity Act 2003 (36/2003). Hereinafter for the sake of brevity referred as 'MERC'. This Consumer Grievance Redressal Forum has been established as per the notification issued by MERC i.e. "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress

the grievances of consumers vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, (36/2003). Hereinafter it is referred as 'Regulation'. Further the regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission. Hereinafter referred as 'Supply Code' for the sake of brevity. Even, regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2005.' Hereinafter referred 'SOP' for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2005'.

2] Consumer brought this grievance before Forum on 4/7/2014, contending that inspite of his application for new connection allowed, he paid necessary amounts towards it. Meter was brought at his placed, it was installed, but connection is not given.

3] On receiving this grievance it's copy along with accompaniments sent to the Licencee vide this Office Letter No. EE/CGRF/Kalyan /0247 dated 04/07/2014.

In response to it, Officers of Licencee appeared and filed reply on 19/7/2014 and 28/7/2014, are placed on record. Copies of these provided to the consumer. Before dealing with the disputed aspect, it is just necessary to note that in fact present consumer had previously supply for industrial purpose. Admittedly it resulted in PD in October 2001. As contended by Licencee at that time, as per CPL arrears were there to the tune of Rs.37,493/-. It is a fact, that consumer applied for new connection for residential purpose on 4/6/2013. On the very day firm quotation was issued. As per quotation, consumer deposited Rs.1170/- and accordingly on 21/6/2013 from the Officer of Licencee, meter was issued. It is the claim of consumer that meter was brought to his residence, it was installed, but subsequently, was taken out. On behalf of Licencee, it is submitted that supply was not connected as before connecting the supply, Officers of Licencee noted that there was

previous connection of consumer, in the said premises, for industrial purpose, which has resulted in PD in the year 2001 and consumer was to pay an amount of Rs.37,493/-. It is also a fact that about the said aspect, at that time consumer has entered into correspondence with Licencee but there was no redressal. As supply of consumer, as per his request new demand was not connected, though meter was installed and it was taken out he treated it as illegal disconnection. Hence, he approached this Forum.

4] Now, on the basis of reply given and contention of consumer, one thing is clear that previous industrial supply resulted in PD in October 2001. As per CPL, at that time liability was to the extent of Rs.37,493/-.

Consumer has now raised a dispute in this grievance, which is favourably considered by Licencee and liability is again reworked out. As per said reworking done dues quantified to the tune of Rs.20,429/-. It is contended by Licencee that payment of said amount is, condition precedent for releasing new supply. At this juncture, consumer was asked about this particular payment and he was asked to write down his reaction. He had admitted and agreed for said payment endorsing on the reply of Licencee dated 28/7/2014, but he claimed that amount is heavy one and he requires at least four installments.

We made it clear to the consumer that it is outstanding liability, it cannot be avoided and it can not be kept in abeyance for a long time. Officer of Licencee objected for such installments.

Now, we are required to consider this peculiar position. In this matter, though previous supply resulted in PD in October 2001, but for the last 13 years, there is no any action from Licencee side to recover that amount. This is one of the aspect which cannot be just ignored. No doubt, consumer approached Licencee for fresh connection that too for residential purpose, which was allowed, he deposited the

amount as per firm quotation, meter was issued from the office of Licencee but supply was not connected. It is contended that arrears of previous PD connection came to the notice of Licencee before releasing the supply. It is a fact that consumer has also not informed about his previous industrial supply at the same place resulted into PD. Immediately after PD, consumer has addressed letters to the Officers of Licencee which were not replied and no action was taken. This is a peculiar position and now consumer claims that huge amount of Rs.20,000/- and odd is, being sought after 13 years will be a burden. No doubt, consumer who was allowed to have a residential supply, amount is accepted by Licencee as per firm quotation, receipt issued but supply was not released. Consumer has shown his readiness and willingness to pay amount now quantified to the tune of Rs.20,429.21 Ps. i.e. Rs.20,430/-, but sought installment. We find if that amount could have been demanded at the right time when it was due or at least when he sought new residential connection, it could have been paid off. As per contention of consumer, meter was installed, but supply was not released for want of payment of arrears pertaining to previous PD connection. Fault is found with both sides. New residential connection, was, sought by consumer and it was to be released. Considering the in action of Licencee towards recovery of dues for last 14 years which was not noted while sanctioning new connection or allotting new meter but abruptly new connection was held up for want of payment of arrears. Even arrears which are worked out found not correct and hence subsequently, dues are quantified which consumer is not disputing and seeking installments, in this light, we find consumer is already made to believe that he is able to have a new connection, he was made to believe about it, he acted on it paid amount as per firm quotation, but at a nick of time, supply was stalled. Under these circumstances, we find outstanding arrears quantified to the tune of Rs.,20,430/- is, required to be paid by the consumer but, directing payment at one time and keeping consumer waiting till that payment is made will be somehow improper in the light of aforesaid circumstances and hence, for depositing arrears, conditions are to be imposed so half of the arrears are to be paid by the consumer and then only supply is to be connected/released and remaining half of

the dues are to be paid within further two months. If said amount is not deposited, as per this schedule supply of consumer is to be disconnected at the very moment. In this light were are required to allow this grievance.

5] Hence the order.

ORDER

Grievance of the consumer is hereby allowed.

There are arrears pertaining to the previous connection in which new residential supply is sought by consumer and said dues are to the tune of Rs.20,430/-. Consumer is entitled for new supply which is already sanctioned on condition that it be connected to consumer's residential premises, after consumer paying half of the arrears, i.e. Rs.10,215/-, immediately after payment of said first installment, within 24 hours. Consumer to pay balance liability of Rs.10,215/- on or before 22/10/2014. The Licencee is at liberty to disconnect the said new supply of the consumer, if arrears not paid by the consumer on or before 22/10/2014.

Licencee to submit compliance of the above within 15 days of receiving this order and further compliance after 15 days of 22/10/2014.

The order is dictated in presence of both sides, they are to act on it.

Copies of orders will be available to the parties in due course.

Dated:12/8/2014

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.



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/DOS/029/968 of 2014-15

Date : 12/8/2014

IN THE MATTER OF GRIEVANCE NO. K/DOS/029/968 OF 2014-15 IN RESPECT OF PRADIP B.JOSHI, MOHAN PLASTIC, PANJABI COLONY, ULHASNAGAR-421 0003, DISTRICT-THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING ILLEGAL DISCONNECTION OF SUPPLY.

Pradip B. Joshi,
Mohan Plastic,
Panjabi Colony,
Ulhasnagar-421 003,
District-Thane

..... (Hereinafter referred to as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Nodal Officer/Dy.Executive Engineer,
MSEDCL,
Kalyan Circle-II, Sub/Divn-III.

..... (Hereinafter referred to as Licencee)

Appearance for Consumer : Shri Pradip Joshi-in person
For Licencee : Shri Nemade- Spl.Executive Engineer,
Shri Mahajan-Asst. Accountant

OPERATIVE ORDER

Grievance of the consumer is hereby allowed.

There are arrears pertaining to the previous connection in which new residential supply is sought by consumer and said dues are to the tune of Rs.20,430/-. Consumer is entitled for new supply which is already sanctioned on condition that it be connected to consumer's residential premises, after consumer paying half of the arrears, i.e. Rs.10,215/-, immediately after payment of said first installment, within 24 hours and consumer to pay balance liability of Rs.10,215/-on or before 22/10/2014. The Licencee is at liberty to disconnect the said new supply of the consumer, if arrears not paid by the consumer on or before 22/10/2014.

Licencee to submit compliance of the above within 15 days of receiving this order and further compliance after 15 days of 22/10/2014.

The order is dictated in presence of both sides, they are to act on it.

Copies of orders will be available to the parties in due course.

Dated:12/8/2014

I agree

I agree

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

S.No.	Name	Organisation
1	Shri Sadashiv S. Deshmukh	CGRF
2	Shri Chandrashekhar U. Patil	
3	Sau S. A. Jamdar	
4	Shri Khan- Nodal Officer	MSEDCL
5	Shri Nemade- Spl.Executive Engineer,	
6	Shri Kasal-Dy.Executive Engineer	
7	Shri Mahajan-Asst. Accountant.	
8	Shri Pradip Joshi –In person.	Consumer

1] This matter is taken up for discussion. During the discussion, it is disclosed that consumer has applied for residential connection on 4/6/2013, form quotation was issued to him on the very day and accordingly on 21/6/2014 he deposited Rs.1,070/-. On 21/6/2013 meter was issued. However, meter was not actually installed as contended by the Officers of Licencee. But consumer contended that meter was installed, it was there for six days and thereafter it is taken out without any intimation. It is also disclosed that consumer has resorted to remedy about entry on this count and reply was given by Licencee about previous connection was in the said premises, it was industrial supply, resulted in PD in November 2001. It is contended that arrears were thereof said PD meter to the tune of Rs.37,000/- and odd. Accordingly, it is contended by Licencee that when it was disclosed that on the said premises there was PD connection and arrears are there. Hence, now meter cannot be installed.

2] As Licencee has not acted as per SOP, consumer approached this Forum, contending that supply not released, meter installed is, taken out and it is high handed act. Now Licencee came up with only contention that previous PD . Meter speaks about the arrears of only, those are paid, connection cannot be restored or new connection cannot be given.

3] It is a fact that as admitted by consumer in person that he was running industry. There was supply, but supply resulted in PD in November 2001. He explained the dispute that though as supply there for 10 HP, he was charged for 24 P, then he was made to pay as per 14 HP and in that process he was burdened with penalty for exceeding contract load. Accordingly, it is contended that all those calculations are not correct. He has raised objection pointing out that his load was never more than 13 HP. Hence his liability be worked out. It is contended that after his complaint to the Licencee on 3/9/2001, , there is no any written connection to him and in November 2001, said industry supply resulted in PD. On all these grounds, he contended that liability, which Licencee is, claiming will not be to such extent but he is ready to pay as per the load of 13 HP, but he cannot be saddled with any penalty etc.

4] Though, aforesaid factual aspects are clear one, aspect cannot be ignored and it pertains to Licencee, not, making consumer aware about not installing new meter for want of payment, pertaining to previous PD meter. Thus, we find, not in tune with requirements, it is necessary to mention all the while, it is consumer who is running from pillar to post, he was not provided with required information. He opted it under the right of Information, but though Officers of Licencee are legally bound to issue necessary clarification , demanding the amount as per their record, they are not doing it, but using a legal method for installation of meter itself. This could have been avoided by issuing appropriate clarification demand. We tried to find out and way out, but both sides are adamant on their own contentions to direct the consumer to pay amount on any approximate calculation or allowing the Licencee to give connection subject to said settlement of dispute is, also found not possible. Hence we directed, that let Licencee to appropriate issue clarification/demand notice to the consumer about their due amount towards PD connection. It be done within 8 days from this

order and thereafter consumer is at liberty to consider it within further one week and this matter be fixed on 5/8/2014 at 12.30 hours.

Dated:21/7/2014

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

Matter resumed today, is, on behalf of consumer, additional contention is placed on record in writing. Licencee has also placed on record reply to the plea raised by consumer on the last date.

2] During the hearing, it is re-agitated that consumer was ready to pay the amount, but bill was issued, showing the arrears which were subjudice in Civil Court. It is contended that bill ought to have been given penalty of current consumption that disputed dues ought not to have been shown, the consumer could have directly acted on it, paid the amount. As it was not done, consumer was required to follow the hurdle of taking that bill to the Officers of Licencee and seeking endorsement on it for paying undisputed amount. During this process, required time gap available for consumer to pay and to seek prompt payment is reduced. Accordingly, it is contended that though

cheques deposited on the due dates or prior to it, those are not realized in the prescribed due dates of payment. It resulted in incurring penalty and hence, It is contended that it is fault of Licencee. Secondly, it is contended that handing over cheque is within the powers of consumer but sending it for encashment, is, within the powers of Licencee and there is no discussion left to the consumer in that respect. Hence, if cheque is deposited belatedly then consumer cannot be penalized by levying the penalty charge.

3] In this regard, one important thing needs to be noted. It pertains to the alleged dispute in Civil Court. We sought copy of said order passed by Court. However, copy was not placed on record, but CP pointed out to us that injunction application in the said suit, wherein there is prayer for restraining the Licencee from disconnecting the supply for want of payment of disputed dues. Said prayer is not allowed at the interim stage. Simply the Hon'ble Court has issued show cause notice. Accordingly, there is no any stay order as such.

4] On noticing the fact that though there is disputed in Court,. There is no stay for recovery of dues, though there is prayer for restraining the Licencee from

disconnecting supply for want of that payment. Under such circumstances, question comes up whether any fault can be found with the Licencee, who issued the bills covering the amount involved in the said Civil suit wherein there is no stay and including the disputed amount in the current bill cannot be **faulted** and it cannot be said to be illegal. Secondly, it is a fact that consumer has not paid the disputed amount but sought relief from the Officers of Licencee every month, seeking liberty to pay only current bill and accordingly, Officers of Licencee without any hesitation exceeded to the request of consumer and given endorsement. Accordingly, this facility enjoyed cannot be read against the Licencee, treating the date of endorsement as date of giving bill and allowing any extension of time for seeking benefit of prompt payment or allowing refund of DPC.

5] In this regard, consumer's representative expressed his intention to place on record the details such as bill dated, bill correction date, date of cheque and handing over the date of cheque honoured ,date of receipt issued, after cheque was encashed. He is given liberty to file it.

5] In view of the above, total dispute involving around the bills issued, cheques given, after taking endorsement from Officers of Licencee and those cheques not realized on the date fixed for payment whereby prompt payment is available. Secondly, point is that if there would have been prompt payment, consumer would have got said incentive for prompt payment, but in addition, he would have got refund of delayed payment charges.

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

