



**Consumer Grievance Redressal Forum, Kalyan Zone**  
**Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301**  
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Date of Grievance : 11/12/2012  
Date of Order : 21/3/2013  
Period Taken : 100

**IN THE MATTER OF GRIEVANCE NO. K/E/669/788 OF 2012-2013 OF**  
**M/S. SEEMA ICE FACTORY & COLD STORAGE., DOMBIVLI**  
**REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM**  
**KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILL**

Shri Seema Ice Factory & Cold Storage  
Plot No. B-57  
MIDC, Phase – I, Khambalpada Road  
Dombivali ( East) 421 203

(Here-in-after  
referred  
as Consumer)

Versus

Maharashtra State Electricity Distribution  
Company Limited through its  
Dy. Executive Engineer,  
Dombivali East Sub-Division No. I

(Here-in-after  
referred  
as licensee)

(Per Shri. Sadashiv S. Deshmukh, Chairperson)

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).

- 1) The consumer (applicant) is a Industrial consumer of the licensee. The Consumer (applicant) is billed as per Industrial tariff. The Consumer (applicant) registered grievance with the Forum on 28/08/2012 for Excessive Energy Bill. The details are as follows :

Name of the Consumer :- M/s. Seema Ice Factory & Cold Storage

Mr. Madamlal J Chawla

Address: - As given in the title

Consumer No : - 021509012552

Reason of dispute : Excessive Energy Bill

- 2) The set of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0833 dated 11/12/2012 to Nodal Officer of licensee.
- 3) In the matter we heard both sides at times at length as the aspect involved is peculiar in itself . Mr. Nit Naware , Consumer’s representative argued and for Licensee Nodal Officer Mr. Patil, Engineer and Mr. Kale, Asstt. Accountant, Mr.S K Rane argued and made submission. Reply filed by Licensee on 24/1/2013 is read. On behalf of Licensee Reliance is placed on the order of MERC in case No. 183 of 2011 dt. 26/8/2012. On

behalf of the consumer reliance is placed on the correspondence with HDFC Bank about cheques deposited by the Licensee in their account and encashment entries .

- 4) In this matter precisely it is the contention of consumer that the three payments dt. 21/9/2011, 21/11/2011 and 12/20/2012 are done prior to the due date thereby consumer was eligible for prompt payment discount (PPD) but those cheques are encashed after the date fixed for having benefit of (PPD) and due to the amount not credited by the Bank earlier or on the last date benefit of PPD not given . It is contended by consumer that as per encashment of cheques by the Bank it is seen amounts are debited on one day and those are shown in the account of Licensee on the next day. Accordingly he tried to contend that it is not his fault, it was the Licensee to deposit cheques promptly for getting payment which is not done. Where as Licensee maintained that as per the printed clause on the bill, payment is to be treated on the date when it is transferred in the account of Licensee and as the amount is not credited in the account of Licensee of the concerned cheque on date fixed for getting benefit of PPD, that benefit is not given
- 5) On behalf of Licensee reliance is placed on it's Circular No. 25911 dt. 24/8/2011, further they relied one more letter dt. 21/1/2013 of HDFC Bank in which Licensee is having it's account clarifying that cheque dt./ 21/9/2011 was deposited by Licensee in the Bank on 22/9/2011, which is credited on 23/9/2011 during late evening and it's credit is given, on transfer on the next working day i.e. 24/9/2011.

- 6) As per SOP 15.2.3 provision is made about the bill to be issued, details thereof. Clause(s) speaks about mode of payment and collection facility provided. Clause (v) speak about details to be written in case of payment by cheque or D.D. in whose name those are to be drawn. These are the details to be printed in the bill. Further as per 15.5.5 there is a provision where by Licensee can give incentive if payment is done promptly. Even there is a provision of making payment in advance on which interest is also paid. In case of incentive it is to be given as per the orders passed by Hon. MERC.

From the aforesaid SOP it is clear that format of bill is there. If payment is by cheque or D.D. then in whose name it is to be drawn is stated, mode of payment is also specified. Mode of payment to Licensee in cash, by cheques, by D.D. is normally admitted. Incentive is also given for prompt payment.

In other words Licensee in the bill itself put a condition that date of payment will be the date of honouring of cheque and money transferred in the account of Licensee. In this regard departmental circular Dir.(F) MSEDCL/25941, is relied on .A legal question comes up which the date of payment for discharging the liability raised in the bill.

- 7) The aforesaid legal aspect is argued by both sides at length. Licensee relied on Circular No. Dir.(F)25941,dt. 24/8/2011 and the said circular is upheld by Hon. MERC in case No. 183 of 2011 vide order dt. 26.8.2012. As per said order more particularly para 8 and 13 present disputed aspect is considered and circular dt. 24/8/2011 is upheld though it was sought to be set aside. Accordingly the disputed legal aspect is dealt by MERC and once it is dealt, circular is upheld by the said authority it has its own force which is required to be followed by CGRF. In this light the dispute raised by consumer cannot be upheld.
- 8) This matter could not be decided in time as the Forum was to cope up with existing hands for transcribing this order as regular Stenographer has retired.

#### ORDER

- 1) Grievance application is dismissed
- 2) The Consumer if not satisfied, can file representation against this decision with the Hon. Electricity 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”.*

- 3) 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”*

Date : /2013

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

(R.V.Shivdas)  
Member Secretary  
CGRF Kalyan

(Sadashiv S. Deshmukh)  
Chairperson  
CGRF Kalyan