



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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Date of Grievance : 10/12/2012
Date of Order : 15/01/2013
Period Taken : 35 days

IN THE MATTER OF GRIEVANCE NO. K/E/667/786 OF 2012-2013 OF
SHRI JETHANAND D. GWALANI, ULHASNAGAR REGISTERED WITH
CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN
ABOUT EXCESSIVE ENERGY BILL

Shri Jethanand D. Gwalani
Plot No. 25 – A,
Sheet No. 66,
Near Anantpuri Ashram
Ulhasnagar : 421 005

(Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Executive Engineer,
Ulhasnagar Sub-Division No. 5

(Here-in-after
referred
as licensee)

(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).
- 2) The consumer is a L. T. consumer of the licensee. The Consumer is billed as per Residential tariff. Consumer registered grievance with the Forum on 10/12/2012, for Excessive Energy Bill.

The details are as follows :

Name of the consumer :- Shri Jethanand D. Gwalani

Address: - As given in the title

Consumer No : - 021514352990

Reason of dispute : Excessive Energy Bill

- 3) The set of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0828 dated 10/12/2012 to Nodal Officer of licensee.
- 4) This matter is taken up today. We heard Mr. Mantri consumer representative and Shri Giradkar Nodal Officer accompanied by Shri Kasal Assistant Engineer and Shri Pevekar Dy. Ex. Engr.

From the submissions made and documents on record following factual aspects are disclosed :

It is a fact that consumer was having the supply but it resulted in permanently disconnection (P.D.) on 31/03/2001. Secondly it is seen that

notice is issued by the Junior Law Officer of the Licensee on 21/02/2012 demanding the dues of Rs. 01,08,896=45 (+) interest of Rs. 02,13,981=52 total Rs. 03,22,877=97. In response to said notice consumer placed before the Dy. Executive Engineer an affidavit on the stamped paper of Rs. 100/- by raising contentions and disputed the payment of interest, showing readiness to deposit due arrears of Rs. 01,08,896=45 & there after it is seen that consumer deposited said amount on 29/02/2012. It is seen that amount which he deposited is reflected in the CPL placed on record from January 2012 to December 2012. Those arrears are reflected only upto the month of February 2012 and as the claim itself is shown upto the month of February 2012 and hence payment is done in February 2012. We sought from the Licensee previous CPL so as to note what was the due amount as on the date of P.D. i.e. 31/03/2001, however it is reported that CPL from that date is not available, however, what is available is kept on record.

During the course of arguments on behalf of Licensee it is submitted that Licensee has demanded the due amount with interest till to the date of demand from the date of P.D. i.e. 31/03/2001. In this regard it is contended amount was to be paid of on 31/01/2001 itself, but not paying it, consumer has utilized it and he is bound to pay interest on it.

Accordingly officers of Licensee tried to support the contentions. On the other hand on behalf of consumer Mr. Mantri placed on record the order passed by this Forum in Grievance No. K/N/019/0151 of 2008-2009 Shri Deviprasad R. Dubey V/s. MSEDCL wherein Forum observed that interest

is not permissible on the due amount from the date of P.D. He further brought to our notice that said matter was taken to Hon. Ombudsman. Hon. Ombudsman too considered the interest, which is denied. On this basis it is contended that on the date of P.D. claim is crystallized. He clarified relation of consumer and Licensee came to an end on that day and if agreement amongst them comes to an end due to P.D., though dues are charged on property but said charge is of dues crystallized on the date of P.D., there is no question of charging any interest after P.D.

We find legal position is clear. Though relation of parties came to an end due to P.D. on 31/03/2001 remedy was available to Licensee to seek recovery of due amount by filing regular Civil Suit within three years. Such course is not followed. In case said course would have been followed, then Licensee could have prayed for the due amount and towards loss interest for the further period till suit was filed, till suit decided and till claim satisfied. However, that claim, after date of P.D., towards compensation or damage will be at the discretion of the Civil Court in a suit if filed.

It is further a fact that in case if any such civil suit is not filed and any case arises about seeking connection in the same premises wherein it resulted in P.D. then Licensee can seek recovery of dues. In that case also dues refers to dues outstanding on the date of P.D. In no case there is any liberty available to charge interest after P. D. As stated above interest can be claimed by filing the suit by way of compensation or damage. If suit is not filed, there is no question of claiming any interest.

Accordingly in this matter it is clear that Junior Law Officer of Licensee opted to issue notice after about eleven years i.e. on 21/02/2012 entering therein amount due as per CPL and added interest from the date of P.D. Consumer paid of the amount as per CPL, denied the payment of interest. The notice issued by the Junior Law Officer can be read to the extent of bare demand. If demand is complied without any objection, there is no question but if dispute is raised then that dispute is dealt to the extent of interest claimed and accordingly we find there is no provision available to seek interest from the date of P.D. till to the date of demand in this matter. It is contended by the officers of Licensee that said re-connection may be sought at any moment. We find there is such demand.

We find this is a legal aspect. Position is clear, there cannot be any demand of interest from the date of P.D.

In result we find this complaint is to be allowed. Though prayer is made by consumer seeking 'No dues Certificate' we find his payment itself is sufficient. He prayed for new connection, in that respect he should apply appropriately in a prescribed form to the Licensee which is to be processed as per rules.

Hence we pass the following order :

ORDER

- 1) Grievance application of consumer is hereby upheld. The claim of Licensee for interest on the due amount on the date of P.D. for further period is not permissible, it is not allowed. Already consumer has paid the amount as per CPL as on the date of P.D. his account is clear, no more

certificate is required. Consumer is at liberty if required, to apply to the Licensee for fresh connection in place of P.D. connection, it is to be processed as per rules by the Licensee.

- 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, 003, 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 : 15/01/2013

I Agree

I Agree

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

(R.V.Shivdas)
Member Secretary
CGRF Kalyan

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan