

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/805/964 of 2014-15

Date of Grievance: **18/06/2014**

Date of order : **18/09/2014**

Period Taken : **90 days.**

IN THE MATTER OF GRIEVANCE NO. K/E/805/964 OF 2014-15 IN RESPECT OF NRC LIMITED, VILLAGE MOHONE, TAL. KALYAN, DISTRICT-THANE PIN- 421 102 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING ISSUE OF DISCONNECTION NOTICE WITHOUT COMPUTING PROPER CREDIT BALANCE WITH MSEDCL.

NRC Limited,

Village Mohone, Tal. Kalyan,

District-Thane.

Consumer No. 020169009628 HT

.... (Hereafter referred as consumer)

Versus

Maharashtra State Electricity Distribution

Company Limited through its

Executive Engineer, Kalyan -Circle-1, Kalyan (Hereinafter referred as Licensee)

Appearance : For Consumer- Shri Killedar and Shri Tulsidas General Manager

For Licensee -- Shri Lahange- Nodal Officer and Executive

Engineer,

Shri A.M.Kale and Barambhe - Asst. Engineer

Shri Raut-Accounts Officer and

Shri Sakpal-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

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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, (36/3003). Hereinafter it is referred as 'Regulation'. Further the regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission (Electricity Supply Code and other conditions of supply) Regulations.

2] This grievance is brought before us by consumer on 18/6/2014, aggrieved by order of IGRC dated 2/5/2014. Grievance is pertaining to bill issued on 21/6/2005, covering the period from 18/5/2005 to 18/6/2005 and it is contended that though contract load is increased, as sought by consumer from 14/6/2005, but while preparing the bill, liability is raised, on the basis of increase in contract demand from 18/5/2005, but ought to have been separated from 18/5/2005 to 13/6/2005 and from 14/6/2005 to 18/6/2005 . As it is not done separately, consumer was required to pay more amount which is quantified to the tune of Rs.7,36,490/-.

3] In this matter on receiving the grievance it's copy along with accompaniments sent to the Nodal Officer vide this Office Letter No.EE/CGRF/0231 dated 18/6/2014.

In response to it, Licencee appeared through it's Officers and submitted reply on 2/7/2014 and further additional contention is given on 30/7/2014, therein it is contended that bill is, prepared as per the tariff orders wherein monthly billing demand is to be raised in respect of HT category as stated therein. Accordingly they stucked up to the correctness of the bill, issued.

4] In this matter both sides argued, in terms of their contentions. On close reading of these contentions, a short question comes up whether consumer is to be charged, for two period separately i.e. from 18/5/2005 to 13/6/2005 as per existing contract demand and from 14/6/2005 to 18/6/2005 for the said period wherein

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contract demand was increased. In this regard, on behalf of the Licencee, heavy reliance is placed on booklet issued by this MSEB which is issued on 2/7/2004, in terms of the tariff order passed by MERC in the case No. 2/2003 dated 10/3/2004 which was for determination of tariff for the year 2003/04. While making submissions they relied precisely on page 220 of the Order shown in the Tariff Order of the commission which reads as under:-

HT categories (HTP-I, HTP-II, HTP-III,HTP-IV)

Monthly Billing Demand will be the higher of the following :-

- i] Actual Maximum Demand recorded in the month during No.06 hours to 2200 hours.
- ii] 75% of the highest billing demand recorded during the preceding 11 months:
- iii] 50% of contract demand.

In this regard, Officers of Licencee submitted that there is no any bifurcation as such of these two parts i.e. period prior to increase in contract demand and thereafter. Accordingly it is contended that considering the contract demand increased from 14/6/2005, billing is done covering the period for month i.e. from 18/5/2005 to 18/6/2005.

5] In this regard, on behalf of consumer, it is submitted that there cannot be retrospective effect for the contract demand increased and liability cannot be retrospectively imposed prior to that period. It is submitted on behalf of consumer that increase in contract demand, connotes that Licencee is supposed to reserve that particular quantum of supply and if it is not increased, there is no any such responsibility on the Licencee. Accordingly, it is contended that if, it was the duty of

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Licencee to reserve the quantum energy from 14/6/2005 then there cannot be any presumption about that much quantum was to be reserved, for a prior period i.e. from 18/5/2013. Accordingly, it is submitted that it will not be convincing and appealing that when contract demand is increased, just four days prior to completion of billing month, consumer is to be thrusted, with liability for previous 26 days, though contract demand was not increased during that period and Licencee was not supposed to keep reserve quantum of energy for it.

6] On behalf of Licencee, it is submitted that there is no question of such reserving but mode of billing is given in the tariff order and this billing demand reflected in the order of MERC needs to be read and this is followed by Licencee. Accordingly, it is submitted that partial billing is not contemplated and hence it cannot be done.

7] On behalf of consumer, it is contended that Licencee is not following consistently the 'billing month' in all situations or in all regions and dates are changing . However, on behalf of Licencee, Officers submitted that it was the position prior to 1/9/2012 or so. No doubt, now, as submitted by Licencee billing month or billing period is commencing, as per British calendar, but previously it was varying.

Accordingly now this Forum is required to decide whether only because of contract demand is, increased at the fagend of month, consumer is to be thrusted with the liability for total month or it will be proportionate. We tried to find out tariff order and from Supply Code about partial billing but it is not clear. Still question comes up whether this particular aspect is to be considered only as per the Tariff Order, which is passed on some basic principles.

8] Consumer's representative submitted that all the while Licencee is not sticking up to the period of billing month i.e. as per British Calendar or total of 30

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days from one date of the month till the next same dated of the month. Whenever there is an order of MERC deciding the tariff for partial period giving effect to said order, supplementary bills are issued.

It was discussed during hearing whether in case of increase of contract demand in this case, was, on 17th June 2005 i.e. on the last date of month, whether it could have been proper to charge the consumer, considering the said increased contract demand for whole month. In this respect, Officers of Licencee quoted experience that even a day prior to the end of billing period, if any contract demand is, reduced then consumer is, getting benefit in the total month though contract demand is, reduced at the fagend of the month. In this regard, it is submitted on behalf of Licencee that IT programme is, developed in this fashion and hence bill issued, is, correct.

9] Consumer's representative submitted that IT programme might have been prepared but question is, whether it is correct one and whether it is tune with the required.

10] The aforesaid arguments of both sides are clear. While considering it, one more angle is to be looked into and it is on the basis of SOP. As per said SOP Appendix –A : 'Level of compensation payable to consumer for failure to meet standards of performance is specified and it's Clause No. 7 deals with other activities and sub clause, ii] pertains to reduction in contract demand /sanctioned load. For said aspect standard is prescribed of giving effect in second billing cycle and if standard is not followed then Licencee is required to pay Rs.100/- per week or part thereof, of delay. This, we tried to put to both sides and to find out whether Licencee was supposed to give effect to the change in contract demand only at the beginning of second billing cycle. This aspect is replied on behalf of Licencee that this is a sort of

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standard prescribed for giving effect of change as claimed by the consumer. But it has no effect on the billing as aspect of billing is already laid down by Hon'ble MERC in the tariff order. Though, consumer's General Manager expressed his view that this can be considered but we find legal position is different. Aspect of SOP takes care of time period prescribed for performing the action and failing which there is provision for awarding compensation. Hence, it cannot be made applicable for billing month.

11] In this matter, we brought to the notice of both sides during the course of argument, that matter is now brought before us referring to the order of Hon'ble MERC prescribing the mode of tariff and referring to 'Monthly Billing Demand'. Said aspect is already laid down by the Hon'ble MERC in the tariff order, there are three parts and it is laid down that out of it whichever is higher one is to be made applicable. Accordingly, we find implications of these clauses are clear. If at all any flaw is noticed in applying these clauses to a particular situation as is faced by consumer in this matter, it is to be taken to the Hon'ble MERC appropriately may by seeking classification, review or change in it. This is an aspect exclusively within the jurisdiction of Hon'ble MERC. The jurisdiction of this Forum is just limited to what is laid down by MERC and to note as to whether it is being carried out by the Licencee correctly.

12] In view of the aforesaid discussion, we find aspect involve is about the implication of 'Monthly Billing Demand' which is laid down by Hon'ble MERC while deciding the tariff and hence this Forum cannot add or supplement to the said 'Monthly Billing Demand' aspect. In result we find this grievance cannot be allowed.

13] This matter could not be decided within prescribed time as it was involving a peculiar interpretation of the word 'Monthly Billing Demand' and its arguments were concluded on 16/9/2014.

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Hence the order.

ORDER

Grievance of consumer is not allowed as that aspect is exclusively within the jurisdiction of Hon'ble MERC.

Dated:18/9/2014.

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.