

**MAHARASTRA STATE ELECTRICITY BOARD**  
**KALYAN ZONE, KALYAN**

Phone 1) 2210707

2) 2328283

Office of the Consumer  
Redressal  
Behind Tejashri,  
Cherwanji Road,

---

Ext-122.

---

**IN THE MATTER OF GRIEVANCE NO. K/E/007/0008 OF 04-05**  
**OF M/S KRISHNA ORGANIC PVT LTD FORMERLY ATUL**  
**ORGANIC PVT LTD REGISTERED WITH CONSUMER**  
**GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN**  
**ABOUT THE DEMAND OF ARREARS AND INTEREST ON IT**  
**TOTAL AMOUNTING TO RS 2,40,491 VIDE FINAL BILL NO.**  
**02152-901311-3**

M/s Krishna Organics Pvt.Ltd.

21 Sugar Market Building A-1a-104/114

P Demello Road, Mumbai 9

(Here in after  
referred to  
as Complainant)

**versus**

Maharashtra State Electricity Board, through its

Deputy Executive Engineer, Badlapur Sub-Dn.

Badlapur.

(Here in after

referred to

as licensee)

1. Consumer Grievance Redressal Forum has been established under regulation of “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2003” to redress the grievances of consumers. This regulation has been made by the Maharashtra Electricity 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 complainant was formerly known as Atul Organic Pvt Ltd and was a H.T. consumer of the licensee in the name of Atul Organic Pvt Ltd at A1/A-2 MIDC Chemical Zone Ambernath. Complainant disputed charges of Rs.2,40,491 levied by the licensee in the final bill mentioned in title & registered grievance with forum on 14<sup>th</sup> March 2005. The details are as follows.

Name of the consumer:- M/s. Atul Organic Pvt.Ltd,A-1/A-2  
MIDC Chemical Zone Ambernath.  
Consumer No: - 021529013113.  
Disputed amount: - Rs 2,40,491
- 3) The batch of papers containing above grievance was sent by forum vide letter no. 100 dt.14<sup>th</sup> March 2005 to Nodal Officer of licensee. The letter was replied by Nodal Officer vide letter no. SE/O&M/UCK/Tech/454 dt.31March 2005.

- 4) All the three members of forum heard both the parties on 11<sup>th</sup> April 05 from 15 hours to 16 hours in the meeting hall of the forum's office. Shri A.O.Bhargav, complainant's representative represented the case of complainant & Shri H.K.Randive, Nodal Officer & Shri A.P.Mhaske, Assistant.Engineer, Shri P. D. Mulye Accounts Officer, & Shri V.C. Oswal Accounts Officer represented the case for licensee.
- 5) The case was registered in the name of M/s. Krishna Organics Pvt. Ltd. but on scrutiny of papers, it was found that the name of the consumer on the record of the licensee is M/s. Atul Organics Pvt. Ltd. (here-in-after referred to as consumer) at a place A-1, A-2, MIDC Ambernath (West). The factory of consumer was gutted in fire on 27<sup>th</sup> April 2002. The consumer requested the licensee on 27<sup>th</sup> April 2002 to disconnect the supply temporarily. The supply was temporarily disconnected by the licensee on 27<sup>th</sup> April 2002. The consumer thereafter requested the licensee on 10<sup>th</sup> May 2002 to permanently disconnect the supply. In reply to the above letter of the consumer, licensee informed him to pay Rs.1,92,415 as minimum charges upto March 2003 as per contractual agreement and informed the consumer to approach to their Head Office for grant of relief in respect of minimum charges levied by the licensee upto March 2003. This demand was finally raised by licensee to Rs 2,40,491 as final bill vide Bill No.0252 901311-3. The details are as follows.

Arrears as on January billed in Feb.2003	163695.
Interest upto Aug.2004	44946
Minimum charges for Feb.2003 to March 2003	31850

	Total Rs	2,40,491
Less security deposit with Licensee		65,700

Net:- Rs 1,74,171

Note: Interest at 18% from Aug.2004 onward is payable by consumer till date of final payment

- 6) It is also seen from the record that the consumer has effected the change in name from M/s. Atul Organics Pvt.Ltd. to M/s. Krishna Organic Pvt. Ltd. w.e.f. 11<sup>th</sup> Feb.1999 in the office of the Registrar Companies Maharashtra Mumbai. The consumer, however, has not attempted to get the name changed on the records of the licensee.
- 7) Shri Bhargav, during the course of hearing on being asked by forum replied that he has sent formal letter to the licensee to effect change in name. On being asked by the forum to produce the copy of the letter, he replied that record has been gutted in the fire. Shri Bhargav, repeated his grievance mentioned in the application as follows: -
- i) Waiver of demand and arrears and interest imposed on it based on contractual obligation without considering request of waiver of arrears due to loss by fire.
  - ii) Refund of security deposit with interest.
- 8) Shri Mulye, Accounts Officer & Shri Randive, Nodal Officer of licensee clarified that the consumer has to pay minimum charges as per clause 10 (a) of agreement executed between the consumer and licensee on 1<sup>st</sup> day of October 1995. He further said that the consumer had to pay minimum charges upto March 2003 as his supply has been treated as permanently disconnected w.e.f. 31/3/2003, as per his request

of disconnecting supply permanently vide letter dt.10<sup>th</sup> May 2002 to be read with the provision of clause 10(a) of the agreement. Shri Mulye, also added that request of waiver of demand charges from date of fire i.e. 27<sup>th</sup> April 2002 to 31<sup>st</sup> March 2003 is under consideration of the licensee at their head office. The decision is awaited.

- 9) Shri Bhargav, requested to staying proceeding of the recovery of the charges till final decision of the Head office of the Licensee.
- 10) Shri Mulye, in reply to above request of his stating recovery of charges suggested that the consumer should give undertaking on stamp paper of Rs.100/- saying that he is willing to pay the charges to the licensee in case the decision of waiver of demand charges does not come out to be in his favor. On receipt of this undertaking, the competent authority will consider the matter of staying the proceeding of recovery charges and the decision taken by Competent Authority will be communicated to the consumer.
- 11) Shri Bhargav agreed to this suggestion as per consultation and approval of the Director of Company.
- 12) During the chain of events narrated above the forum prima facie is of the opinion that this is not a grievance as per definition of word grievance defined in MERC (Consumer Grievance Redressal Forum & Ombudsman) Regulation, 2003. The definition is reproduced below: -  
“Grievance” means any fault, imperfection shortcoming or inadequacy in the quality, nature and manner of performance which has been undertaken to be performed by distribution

licensee in pursuance of license, contract, agreement or under the Electricity Supply Code or in relation to performance standards of licenses, as may be specified.

13) This case does not fall under the scope of the forum and hence no order is passed by the forum.

**Date 13/4/2005 not under perview**

<b>Shri V.M. Bhatkar,</b>	<b>Sau.V.V.Kelkar,</b>	<b>Shri</b>
<b>I.Q.Najam,</b>		
<b>Member Secreary</b>	<b>Member.</b>	<b>Chair person,</b>
<b>CGRF,Kalyan</b>	<b>CGRF, Kalyan</b>	<b>CGRF,Kalyan.</b>