



Consumer Grievance Redressal Forum, Kalyan Zone  
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301  
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No.K/E/815/985 of 2014-15

Date of Grievance : 05/8/2014

Date of Order : 29/9/2014

Total days : 55

**IN THE MATTER OF THE GRIEVANCE NO. K/E/815/985 OF 2014-15 IN RESPECT SHRI DILIP VASUDEO NEHATE, C-201,MANGALA PRASTHA, NEAR DON BOSCO SCHOOL, SHREE COMPLEX, ADHARWADI JAIL ROAD, KALYAN (W), REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING EXCESS BILL.**

Shri Dilip Vasudeo Nehate

C-201, Mangala Prastha,

Near Don Bosco School,

Shree Complex,

Adharwadi Jail Road,

Kalyan (W)

(Consumer No. 020390116315)

.... (Hereafter referred as consumer)

Versus

Maharashtra State Electricity Distribution

Company Limited through its

Executive Engineer, Kalyan –Circle-I

Kalyan.

.... (Hereinafter referred as Licensee)

Appearance : For Consumer-In person.

For Licensee-Shri Lahamge-Nodal Officer and Executive Engineer,

Shri Narsingh-Addl. Executive. Engineer.

Shri Barambhe – Dy.Exe. Engineer

Shri Kedar – 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, (36/3003). 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 applicant on 5/8/2014. Applicant Nehate, in fact is not having supply in his name. But supply is in the name of consumer Padmashree Builders in flat No. C-201 from 10/9/2013 bearing consumer No.02039011631. Said flat is sold by builder to applicant Mr. Dilip Vasudeo Nehate, in the year 2013. Nehate is residing there since 6/10/2013. As applicant has already applied for change of name on 5/8/2014, hence he is prospective consumer. (hereinafter for the sake of convenience he is referred to as consumer).

Consumer for the first time received bill dated 24/1/2014, which was to be paid by 13/2/2014. Quantum of said bill was of Rs.9220/-. Consumer claimed, towards payment of said bill, Officer of Licencee i.e. Jr. Engineer was seeking payment forthwith and sent staff members to disconnect the supply seeking payment forthwith. Thus threats of disconnection were given on 30/1/2014 and on 31/1/2014. Accordingly, consumer was made to pay the amount of Rs.9220/- which he complied on 31/1/2014.

Consumer contended that this is high handed act which forced him to pay the amount, he was given very bad treatment. On this count, he approached Dy. Executive Engineer of that area on 1/2/2014 and approached IGRC on 3/2/2014. IGRC passed order on 9/6/2014 and observed that already consumer's grievance is considered, extra amount of Rs.6,255.26 which was recovered from him is, being adjusted from March 2014 onwards. It is observed that consumer was provided with the bill of Rs.9220/- as there was a cross entry about the meter. In fact for consumer, meter Number was shown as 98/01024164, but this meter was for flat No.D-201 but actually for this consumer i.e. Nehate, meter number to be entered was 1200024152. Accordingly, it is contended that this mistake is corrected and further observed that grievance is amicably settled. Further IGRC directed the Licencee to take action against erring Officer. Consumer aggrieved by the said finding, approached this Forum and sought action against the erring Officer and prayed for compensation on various grounds.

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/0302 dated 6/8/2014.

In response to it, Officers of Licencee attended and submitted letters dated 20/8/2014 along with CPL and on 9/9/2014. In fact these letters are not fulfilling the requirement of 'reply parawise'. The first letter speaks about the compliance done, as cross entry was noted and consumer is provided with the adjustment of extra amount paid. Whereas the second letter is filed enclosing copy of notice issued to Asst. Engineer Mr. A.S.Hire dated 28/8/2014 seeking reply if any about his act of not feeding, meter number appropriately in respect of consumer number and thereby image of Licencee affected and he is made aware that Departmental action will be suggested.

4] On the basis of available material, both sides made submissions in tune with their respective contentions. On the basis of the facts disclosed during their written grievance submissions and oral contentions following factual aspects are disclosed:

a] Consumer has purchased the flat No. C-201 from Padamshree Builders in the year 2013, started residing there from 6/10/2013.

b] In the flat No. C-201 supply of Licencee is there in the name of Padamshree Builders from 10/9/2013 bearing consumer No.020390116315. Though consumer started residing in the said flat from 6/10/2013, first time he received electricity bill from Licencee dated 24/1/2014 for an amount of Rs.9220/- to be payable up to 3/2/2014 and Rs.9260/- if not paid up to 13/2/2014. The said amount paid by the consumer on 31/1/2014 to the extent of Rs.9220/-.

c] However consumer claimed that he was made to pay the said amount of Rs.9,920/- under the threats of disconnection, which was resorted to by Jr. Engineer working there. Even contended that when consumer attended in person in the Office of said Officer he was arrogantly treated.

d] It is contended that due to the aforesaid incident which consumer faced, he approached Dy. Executive Engineer and IGRC by writing letters respectively on 1/2/2014 and 3/2/2014 and those were submitted to those authorities on 3/2/2014.

e] As noted above IGRC decided the matter and aggrieved by it , consumer approached this Forum.

f] Now it is contended that Rs.9220/- paid by consumer was not voluntary payment, but it was under the threat of disconnection. It is claimed that though bill was dated 24/1/2014 and payment was to be made prior to 13/2/2014, no any notice of disconnection was issued but high handedly, for the bill which was issued for the first time after commencement of supply, was sought to be recovered, resorting to coercive action which was not legal. In detail, consumer has quoted the threat of disconnection of supply and overt-acts of Officers of Licencee on 30/1/2014 and 31/1/2014.

6] At this stage, it is necessary to note that Officers of Licencee not field the reply parawise, specifically denying allegation of consumer or stating whether contention of consumer is false, but they tried to cover up the incident, contending that it was the mistake and the extra amount is being adjusted in the next bills. However, direction from Forum, in letter No.0302 dtd. 6/8/2014 to give the reply parawise, is not followed, by the Officers of Licencee and they tried to paint their own picture. Hence, the things which are not denied are to be taken as correct or proved. No doubt, even IGRC tried to wind up the matter, observing that matter is amicably settled. But the tenor in which consumer has approached this Forum and made submission, clearly speaks that before IGRC matter is not amicably settled.

7] It is also pertinent to note that **before IGRC consumer prayed for refund of extra amount in cash. There is no finding** on it. Now consumer is seeking compensation as he was made to pay extra amount. Secondly, he contended that he was made to run from pillar to post for which he is required to be compensated. Even he added his claim for mental agony.

An unsuccessful attempt is done by Officers of Licencee to contend, before IGRC no interest was demanded, but fact remains that consumer has sought refund of the amount in cash. Accordingly, while considering his prayer, relief is granted by adjusting his amount in further monthly bills. It is clear that the extra amount is adjusted in the bill of April, May, June and July 2014 and still balance amount of Rs.1362.49 Ps. is to be adjusted. Accordingly though, this amount is being adjusted, but recovery is done in lumpsum, it was a illegal recovery as per consumer. Licencee claimed this is extra recovery due to mistake. In any case, consumer was made to pay that amount and is asked to wait for his adjustment. Accordingly, we find this is important aspect which is not considered by the IGRC and we are required to consider it.

8] Secondly, in respect of peculiar arrogant treatment which consumer experienced hurt him more. It is a fact that on the bill, there is photo reading, which is not tallying with the consumer number pertaining to the meter. This is a clear aspect which could have been noted and considered by the Officer when consumer agitated. But failure to hear him and insisting him for paying amount, which Officers of Licencee tried to prevail over is clear but it is being branded by Officers as mistake crept in. In this matter, it seems to be more than mistake of the Officer, directing the consumer to pay the amount without issuing any notice of disconnection. This in no way can be supported.

9] Though, IGRC directed for action against the erring staff, the notice issued to Asst. Engineer Mr.A.S.Hire Officer, after said order is, not referring to order of IGRC and precise allegation of consumer. But it refers to mistake committed by the said officer while uploading the meter number of the consumer. Hence, if at all any such notice is to be issued in pursuance of order of IGRC, it should be in tune with that order and in the light of, the grievance of consumer.

Suffice it to say at this stage that Licencee is in process of pursuing the action and that action Licencee is to take to its logical end. Accordingly, we find that once such action is directed by IGRC and is being pursued by the Officers of Licencee, no new direction can be given. However, period is to be prescribed for having its compliance.

10] In view of the above, now question comes up whether consumer is to be provided compensation. We find under the threats of disconnection, consumer was made to pay excess amount of Rs.6,255/- on 31/1/2014. It was supposed to be refunded as soon as mistake was perceived but it was not done. Thereafter from the bill of March 2014, it is being adjusted. Accordingly, we find amount which is recovered due to the mistake or negligence of the Officers of Licencee cannot be the ground of refuse the compensation which will be in the form of interest. It is

clear that there is provision for paying advance amount towards bill and in that case on such advance paid, consumer is entitled to interest as per Section 15.6 of SOP. In the same fashion on par with it consumer's extra, payment of amount of Rs.6,255.26 Ps. is to be treated as advance payment of bill on 31/1/2014 and same is to be refunded with interest as per RBI Bank Rate by way of compensation, from 31/1/2014 till the amount is adjusted from time to time. Accordingly, interest is to be paid by way of compensation on such amount till it is adjusted from time to time.

11] We find, consumer faced the peculiar situation and experienced the arrogance, threat of disconnection that too without any notice of disconnection as required u/s. 56 of the Electricity Act. Hence, said overt-act cannot be undermined. In this light, consumer is to be paid compensation of Rs.1000/- as per Clause 8.2 (e) of MERC Regulation, 2006. Let this amount be paid first by Licencee and it may recover from erring staff. Accordingly, this grievance is to be allowed.

Hence the order.

### **ORDER**

1] Grievance of the consumer is hereby allowed.

2] Licencee is directed to pay compensation towards extra amount of Rs.6,255.26 Ps. recovered from consumer on 31/1/2014 till it is adjusted in respective bills in the next months by Licencee and said compensation in the form of interest as per RBI bank rate be paid, treating it as if that was advance payment of bill.

3] Secondly, Licencee is directed to pay to the consumer, an amount of Rs.1,000/- as compensation towards, the incident of insistence of recovery of bill, under the threat of disconnection towards payment of bill, though time permissible to pay it, was not over and that too without issuing any notice of disconnection .

Even it is for the harassment and for mental agony which consumer suffered. Licencee to pay this amount first, to the consumer within, 45 days from this order and may recover it from erring staff.

Licencee to submit compliance within 60 days from the date of order towards interest and compensation paid to consumer.

Licencee is also be pursue action to be taken against the erring staff as observed by IGRC and it's compliance be submitted within 15 days of completion of action.

Dated: 29/9/2014

**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
- c) 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”*
- d) 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.



Grievance No.K/E/815/985 of 2014-15.