



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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No. K/E/828/1005 of 2014-15

Date of Grievance : 03/11/2014

Date of Order : 21/11/2014

Total days : 19

IN THE MATTER OF GRIEVANCE NO. K/E/828/1005 OF 2014-15 IN RESPECT OF SHRI SHARAD HARIBHAU PATIL, MULGAON, PONDEWADI, BEHIND CHURCH, TAL. VASAI, DIST. PALGHAR-401201 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN REGARDING BILLING DISPUTE.

Shri Sharad Haribhau Patil,
Mulgaon, Pondewadi,
Behind Church, Tal. Vasai,
Dist. Palghar-401 201

(Consumer No. **001750322006**)

.... (Hereafter referred as consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Dy. Executive Engineer, Vasai (E)
Sub- Divn.

.... (Hereinafter referred as Licensee)

Appearance For Consumer – Mrs. Shardha Patil- CR.

For Licencee- Mr. Kadi- Addl. Executive Engineer.

(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, (36/2003). Hereinafter it is referred as 'Regulation'. Further the regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission. Hereinafter referred as 'Supply Code' for the sake of brevity. Even, regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014.' Hereinafter referred 'SOP' for the sake of convenience (Electricity Supply Code and other conditions of supply) Regulations 2014.

2] Consumer approached this Forum as his grievance with IGRC not decided in time which was pertaining to recovery of excess bill. In this regard, Nodal Officer, vide letter of this Forum EE/CGRF/Kalyan/0388/dated 3/11/2014 asked to attend. Accordingly appearance is given on behalf of Licencee, reply submitted.

3] On the scheduled date both parties attended. Consumer represented by his wife and All. Executive Engineer appeared by Licencee. Order of IGRC is also placed on record. Consumer's representative placed on record points of her arguments. She read over to us written notes of her own about the grievance. We heard the Officer of Licencee.

On the basis of arguments and material placed on record, following factual aspects disclosed:-

a] Consumer from 4/9/1991 is having residential supply bearing consumer No. **001750322006**.

b] Consumer's meter was burnt in August 2012 and hence in place of it another meter was installed on 28/8/2012. It is a fact that precise report about such change of meter is not available. However, consumer has maintained a chit wherein initial reading of changed meter in place of old is noted. Said

reading was of 932 units. Though meter was replaced, it was not uploaded or entered in IT by concerned till July 2014 i.e. for 23 months.

c] In August 2014 meter reading was recorded and said reading was found 4716 units. On it's basis bill was prepared for Rs.20,191.19 Ps and while calculating it lock credit was given for Rs.6,259.46 Ps.

d] Consumer thereafter noted that said untis reworked is not correct as meter when replaced it was having reading of 932 units. Accordingly, considering the said reading bill is reworked out and made limited to Rs.14,320/- . Consumer's grievance remained as it is, as she was not agreeable for said consumption shown and liability raised.

e] Consumer requested Officers of Licencee to put up parallel meter and to demonstrate of confirm the existing meter is functioning correctly. But it was not allowed by the officers of Licencee assigning reason that there is no such provision

f] Consumer approached IGRC on 22/8/2014 as there was no order from IGRC then he approached this Forum on 3/11/2014. Nodal Officer made aware of this grievance vide letter No.EE/CGRF/Kalyan/0388 dated 3/11/2014 and copy of grievance with it's accompaniments enclosed to it.

g] The disputed meter is subsequently again changed in July 2014 and is tested on 24/9/2014. During testing, meter was found OK.

4] We explained the consumer during hearing the order of IGRC wherein 23 installments allowed for paying the total sum of Rs.14,320/- but still consumer is not agreeable to it.

5] Consumer claimed that why at the time of installing t he meter in August 2012 report of installation was not prepared and not given to her, why reading of new meter was not recorded and mentioned when said meter installed. Consumer suspected that said meter also may be faulty one, which may have been refused by previous owner and it is installed at his residence without taking his signature on the replacement report or clarifying it's status. Secondly, it is contended why correct reading is not reflected in the bills. We find, CPL placed on record reads that many times meter is shown as normal, but readings are maintained of old meter which was taken out. Only in July

2014 actual reading of meter is mentioned and arrears are worked out. This delay is of 23 months in entering the change report to IT and charging such huge amount is disputed. Further it is contended that why for the fault of Licencee, consumer to suffer or to be penalized.

6] Actual bills available with the consumer referred during discussion. Some bills are showing photo of meter and reading is visible, in some bills said reading is not reflected. Accordingly reading is taken visiting the premises, but it's entry is not done in the bill served on consumer. However, units are shown in the bill on average basis and bill is prepared.

Correct recording of meter, implies actual visiting site, verifying the units reflected in the meter, then entering it in the record correctly, serving consumer with bills showing correct consumption noted, with liability worked out on it's basis. Consumer claimed compensation as per SOP Clause 8 at the rate of Rs.200/- per month for Rs.4300/-. Consumer even sought Rs.5000/- towards compensation as she was made to run from pillar to post to explain her condition and dispute.

7] We brought to the notice of consumer that once if meter is tested on 24/9/2014 and if it is found not defective then consumer is having option to have it tested in MERC recognized Govt. testing Laboratory. Even it was suggested by Officers of Licencee to the CR that if consumer is not conversant about the technicality of testing, it can be done afresh, by Licencee if she is agreeing and attending accompanied with knowledgeable person at the time of testing. In spite of explaining this position she is not seeking any testing from recognized laboratory or agreeable to the suggestion of the Officer of Licencee but she submitted that matter be decided by this Forum on available material.

8] Officer of Lciencee submitted that there is a flaw towards not entering the change report of meter to the IT. Consequently, correct reading is not entered in the system but reading of old meter is continued. However, he admitted that as per the latest reading noted and is taken into account deducting initial reading of the said meter bill is revised. Said last reading which was even noted by consumer is confirmed and on the balance units, liability is worked out. Amount already paid by consumer is deducted. Accordingly, figure is worked out to the tune of Rs.14,320/- which consumer is required to pay and even IGRC permitted consumer to pay the said amount in 23 installments.

9] From aforesaid factual aspect, it is clear that though meter was changed, changed report was not entered in the IT for 23 months, actual recording not reflected in the record anywhere. However, bills are issued mentioning the reading available at the time of replacement of meter and therein average consumption was noted. Though, at times, bills are shown photo of meter and reading reflected therein but it is not a position for all bills. Some readings are visible in the photo and some are not visible. In the CPL entries are done about the status of meter mostly as normal. But reading as stated above is of old meter and new meter's entry or it's reading not shown. This is a clear flaw of not recording correct reading every month and not entering it in the record thereby record itself is found not in consonance with the actual position and this is a flaw in recording of reading. As claimed by consumer it attracts provisions of Standard of Performance provisions. As per the Provisions of Supply Code at least once in two months correct record of meter is to be done. In this case, if it would have been taken care of then further continuation of flaw could have been avoided and hence, as per SOP

Annexure –A Clause 7 (1). Consumer is entitled to compensation @ 200/- and accordingly liability of 22 months comes and it's quantum comes to Rs.4400/- This particular quantum of compensation as per SOP is unavoidable which Licencee is to pay.

10] In respect of liability it is clear that after noting the correct reading initially Licencee worked out liability to the extent of Rs.20,191/-. But when consumer brought to the notice of Licencee that while meter was replaced it's initial reading was 932 units which is noted by the Licencee deducted it from the reading, and ultimately reduced the liability to the extent of Rs.14,320/-. Though consumer disputed the working of that meter as faulty, there is no material to support it except oral contention of consumer that too by drawing a inference. Inference is drawn by the consumer, contending that why that meter was taken out from previous consumer is not clear. The report of said meter taken out from previous consumer is not placed on record and not available with Licencee. Even when said meter was installed in his premises it's replacement /installation report is not prepared, shown to him and no signature is obtained on it. Accordingly, it is contended that said meter itself was defective and hence the liability raised is not correct. We are clear that said meter is subsequently tested in presence of consumer's representative on 24/9/2014. Meter was found OK, there was no defect noticed. Consumer's representative during hearing made aware that there can be a further testing in approved laboratory for which she refused. Even she not conceded for fresh testing of said meter by the Licencee in her presence allowing her to keep knowledgeable person present from her side at the time of testing. Accordingly, we are left with no option then to accept that meter was tested it

was not found with any defect and hence, quantum of units worked out, liability fixed needs no any interference.

11] As noted above, it is a fact that meter is not defective but consumer at a time was made to face a liability of Rs. 14,320/- which is for previous 23 months. This aspect is considered by IGRC and awarded 23 installments to pay the dues. Accordingly, this aspect is considered by the IGRC but unfortunately said order is passed on 15/11/2014 after consumer approached this Forum on 3/11/2014. This reflects that consumer is provided with a relief to pay the dues in 23 installments which we find is totally proper.

12] Lastly question comes up about the situation faced by consumer and was made to run from pillar to post for relief which was not available to her with reasonable time. Accordingly, she was required to approach IGRC and even this Forum. The CR who happens to be the wife of consumer in her own tone gave vent to her feelings which reflected how she was affected by this particular situation and her family was restless. She has explained in her own words to some extents those aspects in her grievance application her written points of submissions and oral contentions. We have considered about applicability of SOP and relief is granted. Even for recovery of dues of 23 months, 23 installments are also provided but consumer claims that his contentions be appropriately considered and towards his hardships appropriate order be passed. We find considering the peculiar circumstances under which the incident happened, inordinate delay rather negligence in setting right the record, pertaining to recording reading, entering it in CPL, preparing appropriate bill, raising correct liability and seeking recovery in lumpsum itself demonstrates the hardship which consumer and his family has undergone. In spite of consumer's request to the Officers of Licencee to put up

parallel meter and to ascertain that existing meter is functioning correctly but said request was not accepted on the assumption that there is no such provision though we find there is such provision. It could have been avoided as early as possible without giving any scope for the consumer for approaching IGRC or CGRF. The place where consumer resides, the place where IGRC and CGRF are functioning, clearly shows that consumer was required to spare time, undertake travel and spend money on this count. These aspect are now borne in mind and we find consumer is to be provided an amount of Rs.1000/- towards said aspect as per MERC Regulation Clause 8.2 (e).

13] In view of the above, grievance of the consumer is to be allowed.

Hence the order.

ORDER

Grievance of consumer is hereby partly allowed.

Liability of arrears of Rs.14,320/- covering the previous period of 23 months is retained and relief granted by IGRC, repaying said amount in 23 monthly installments is confirmed. Said arrears of Rs.14,320/- will not carry any further interest or DPC till the period of 23 months i.e. period of installments granted.

Licencee is directed to pay to the consumer an amount of Rs.4400/- as per the SOP and said amount be shown as reduced from the aforesaid liability of Rs.14,320/- and for the balance amount, consumer is allowed to pay in 23 monthly installments.

Licencee is directed to pay an amount of Rs.1000/- towards the hardships which consumer has undergone and it be reduced from the liability of consumer in the last installments.

Installments are to be paid regularly in addition to the current bills.

Licencee to communicate to the consumer the schedule of installments to be paid from January 2015 within 30 days from the date of this order and to submit compliance of it within 60 days.

Dated: 21/11/2014

I agree

I agree

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

(Chandrashekar 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”

discussed. We are at first unit that we are not able to hear technical persons from Licencee's side. Accountant persons attended and as suggested on last occasion, draft calculation of amount to be refunded placed on record. Its copy provided to other side.

2] It is a fact that consumer is having HT supply from 3/4/2009 bearing consumer No. 021519151390. From 1/9/2010 as per MERC tariff order in Case No.1011/2009, tariff applicable to the present consumer was of non express feeder. However, as per the said order with effect from 1/9/2010,

consumer charged as per express feeder. On this count, consumer done efforts to persuade the Licencee from 9/1/2010. There was correspondence in between Thane AC admitted in reply about correct tariff as per non express feeder was to be applied, but by mistake it is charged as per express feeder and said aspect is required to be dealt by higher Authorities as lock can be open at his level. It is contended that locks are dealt by Higher Authorities and still is being persuaded.

3] Consumer approached IGRC on 30/7/2014. IGRC passed order on 20/9/2014 and as per the said order direction given for opening of lock seeking approval from Corporate Office and to change the tariff rate. However, there is no direction given for refund of the amount which is recovered in excess.

4] Aggrieved by said order, consumer approached this Forum on 10/10/2014. Licencee was asked to attend this Forum, addressing letter to Nodal Officer bearing No. EE/CGRF/Kalyan/0371 dated 10/10/2014.

Licencee filed reply on 1/11/2014 and as observed above on the last date Nodal Officer being sick not attended and Officers present asked to place on record tentative calculations of refund which are present.

5] Now position is admitted that consumer is having HT connection from 3/4/2009, consumer was to be charged as per the tariff order in case No.1011/2009, dated 12/9/2012 as per non express feeder from 1/9/2010. Accordingly from 1/9/2010, bills are issued, check liability at express feeder but it should be on express feeder and excess amount is, accordingly recovered. Said excess amount is required to be refunded and said refund is to be paid with interest u/s. 62 of Electricity Act .

6] Though consumer is perceiving this matter from July 2014 ,is not able to get result in spite of admitting the mistake. CR conceded that all these things ought to have been done consciously, regularly applying and complying the order of MERC and failure cannot be easily belled out but present responsible are to be dealt fixing the responsibility and action is to be taken.

7] CR gave vent to hearing and it is totally surprising that in spite of admitting the mistake, it is not being found for more than 11 months and this itself is a serious offence. He contended that when consumer is not paying bill, he is dealt by the theft of disconnection and duty charges are recovered. But when consumer is to receive amount excess paid it is being delayed inordinately, negligently and without assigning any reasonable cost.

8] We find this matter is to be decided on the basis of material now placed on record.

9] We wish to place on record, even we have asked the officers of present on the last occasions to provide the name of Officers in the Corporate Office, is required to give permission for opening of the lock which is not being done till this date. In spite of giving name of concerned in a total evasive reply is being given as names of Officers are not known as they are changing at times. Initially it was brought to the notice of Superintending Engineer as forwarded, we are in alternate neither Addl. Executive Engineer nor Executive Engineer, or Nodal Officer and Superintending Engineer are present before us given any written communication for giving the name of Higher Authority in the Corporate Office. But it is also to be made clear that Officers from Corporate Office, details are sought with intent to ensure whether anything can be secured from said authority about giving **end** to

dispute which is overdue within a reasonable time. We record that it is of unfortunate that we are not being provided it.

Dated: 12/11/2014

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

Licencee filed reply on 10/11/2014. It is reported that Nodal Officer is not available. He is under going medical treatment. On this count, representative of consumer sought time.

2] From factual aspects, as disclosed from the reply of Licencee, it is clear that from October 2010, bill is issued to the consumer showing extra express feeder tariff. But in fact it was to be issued on the basis of non express feeder tariff. Said tariff continued till this date. It is made clear that consumer has sought relief towards it on 15/1/2014. As per Licencee, it is contended that on the basis of consumer's letter dated 15/11/2014, Officers of Licencee approached Chief Engineer (Commercial)

3] From the consumer's contention there was no any dispute till to the month of May 2013.

3] Dispute continued from June 2013 to October 2013. For initial two months meter reader reported that meter 'inaccessible' and for further three months noted that meter is 'faulty'.

Thereafter in November 2013 it is reported that meter is normal and actual reading is shown as 1080 units and previous recorded consumption is of 475 units. Therefore, $1080 - 475 = 605$ units are worked out and applying B-80 liability is worked out by Licencee and it was concluded that there is credit for consumer to the tune of Rs.4,888.35 Ps. Accordingly, for this particular period from June 2013 to November 2013 all the disputed aspects are sorted out as per B-80. CR during the course of arguments claimed that this part is no more in dispute and it is already settled.

Second, disputed phase is from December 2013, January 2014 and February 2014. In December 2013 and January 2014, noted in CPL that Reading Not Available (RNA) but in February actual reading is noted, as 1394 units. Last actual reading for November 2013 was 1080 units. Accordingly, $1394 - 1080 = 314$ units shown as consumed and for said period liability is worked out for three months applying B-80. Thereby arrears are worked out. This aspect is disputed by consumer. However, by dividing the said units of 314 for three months consumption comes to 105 units per month and for said consumption of 105 units per month, liability comes to Rs. 478 including [i] energy charge, {ii} FCA and {3} Electricity duty and [iv] fixed charges. This calculation is done during hearing by the Officers of Licencee. However, calculation done by Licencee resorting in to B-80 is at the rate of Rs.650 per month. In other words excess amount is shown per month at the rate of Rs.178 ($Rs.650 - Rs.478 = Rs.178/-$). In this regard, it seems that in the

excess amount of Rs.178/-, DPC, interest etc. items are covered. During the hearing consumer's representative agrees to said liability at the rate of Rs. 478 per month. Accordingly, for the month of December 2013, January 2014 and

February 2014 liability of consumer is to be reset at the rate of Rs.478/- per month in place of bills already issued.

4] Third phase of dispute starts from March 2014 to September 2014. From March to June 2014 the status of 'meter' is shown 'normal'. Officers of Licencee submitted that during that period i.e. March 2014 to June 2014 CPL is clear and it speaks that meter status is 'normal'. Hence bills are issued as per the reading reflected and accordingly bills having the photograph of reading issued which cannot be disputed. However, for July to September 2014 status of meter is shown as '**faulty**'. In the light of, meter shown '**faulty**' for the last three months, Licencee resorted to site inspection on 22/7/2014 and on 28/8/2014. Further on 28/8/2014 Licencee replaced the meter by installing new one. At the time of removal of old meter, reading was noted as 2330 units. Said meter was tested in the laboratory on 11/9/2014 and testing reports speaks that meter is OK error is within permissible limit, but some segments of display are weak display screen is slightly visible. Officers of Licencee claimed that as display was weak, meter was changed. Accordingly bill issued on the basis of normal reading of February 2014 i.e. 2040 units and reading at the time of removal of meter was 2330 units. Accordingly 2330 – 2040 units, = 290 units and considering it for a period of three months, average comes to 97 units. Though this working is done, but from the month of March to June 2014, CPL speaks meter's status normal and there is visible reading. This aspect is not admitted by consumer's representative. He claims that period from March

2014 to September 2014 is disputed and hence meter found to be defective on the basis of meter testing report about some segments of display are weak ,effect is required to be given from the month of March 2014. He claimed that consumer is not required to bear any amount due to said defect. He is not agreeable to the aforesaid calculation of considering the liability at the rate of 97at units per month from July to September 2014 and actual units reflected for the months of March to June 2014.

5] Accordingly now, short question comes up as to whether the period from March 2014 to September 2014 is to be treated as a period of defective meter and whether liability is to be treated as limited for three months prior to September 2012, the day on which the meter was taken out, applying 15.4.1 of Supply Code. Whether the period from March to June 2014 is to be endorsed as it is for July to September 15.4.1 of Supply Code is to be applied considering the average for previous 12 months applied.

6] Consumer claimed that there is notice of disconnection which be taken care of. Officers of Licencee submitted that as matter is pending before CGRF no any coercive action of disconnection will be taken till the order is passed.

Dated: 1/11/2014

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

(Chandrashekhhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadashiv S.Deshmukh)
Chairperson
CGRF, Kalyan

7] As discussed above, aspect of bills till February 2014 is dealt. Now whether dispute is required to be considered from March 2014 onwards.

11] From March 2014 to September 2014 this period is disputed by consumer's representative contending that ultimately meter taken out was tested and during testing it is disclosed that display was not clear and it was weak. In this light the reading in the month of July to September 2014 are not recorded, but status of meter is shown as faulty. CR claims that though as per the testing report said meter is to be taken as faulty meter for those three months. But even said presumption is to be extended for the period from March 2014 to July 2014.

12] On behalf of Licencee, it is contended that from March to July 2014 meter display was clear units consumed, is, recorded and if once the said consumption is recorded, it cannot be claimed that meter is faulty.

13] In the light of above, consumer claims that defective status for last three months i.e. July to September 2014 if accepted, it is to be extended back till March 2014. We find said meter was taken out on ----- it was tested in the Laboratory on 28/8/2014. During testing remark is given as under 'display check photo image of month July 2014 and August 2014 and issued bill as per reading also removed faulty status.' It is further seen that said meter was once again tested and said meter testing special report dated 11/9/2014 provides remarks as under' after testing meter is found within permissible limit some of the meter display segment are weak, display screen is slightly visible.'

14] We are clear that during the months in which meter displayed slightly visible, it is to be treated as an aspect of defective meter and it covers period from July 2014 to September 2014. However, for the period in March 2014 to June 2014 actual meter reading is take, copies of those bills are placed on record and in those bills, photo readings is speaking about the actual consumption. If once those photo reading is clear we find it is just not to treat that period as period covered for defective meter. Hence t hat aspect is now clarified that meter is defective only for the period from July to September 2014. Even reading reflected during period from March 2014 to June 2014 are in the range of 112 units to 221units and CPL brought on record speaks that consumer is having supply from 99/1987 and in the bills from March 2012 to May 2013 there is a clear record showing consumption and said pattern if considered, it support correctness of reading recorded for the month of March 2014 to July 2014.

15] [Accordingly now relief is to be given to the consumer for the period from July 2014 to September 2014 by applying Supply Code Regulation 15.4.1 as it is a defective meter, for those three months liability is to be worked out.

Considering the average consumption during the healthy period prior to dispute said healthy period has seen from CPL seems to be from June 2012 to May 2013. 12 months total consumption comes to 1440 units and 12 months comes to 120 units. Accordingly, though these three months i.e. from July 2014 to September 2014 consumer can be assessed and liability is to be worked out treating as he has consumed electricity of 120 units per month for those billing months.

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadaashive S.Deshmukh)
Chairperson
CGRF, Kalyan

3] On receiving the said grievance it's copy along with accompaniments sent to the Nodal Officer by this Forum vide letter No. EE/CGRF/Kalyan/094 dated 24/2/2014.

In response to it, Officers of Licencee appeared, filed reply on 11/3/2014 and from time to time added explanations, similarly consumer too added rejoinders.

4] Matter is taken up for final hearing and on behalf of Licencee, additional reply dated 8/8/2014 placed on record today only i.e. on 11/8/2014. In the said reply, it is made clear that in the light of consumer's grievance power factor penalty aspect is considered and it is noticed that excess of power penalty factor amounting to Rs.99,557.40 Ps. is, imposed but it was not required and it is to be refunded to the consumer, the said credit will be given to the consumer, showing it in the ensuing bill for the month of August 2012. This particular aspect is noted by consumer's representative and he made it clear that by this submission of Licencee, grievance is totally redressed nothing **survives in the grievance it is be disposed off. Consumer's representative further** made it clear that already meter is replaced.

In the light of above, we find that this grievance is to be disposed off.

5] This matter could not be decided within prescribed time as it involved in depth scrutiny change of meter it's testing. Licencee complied all these things and vide reply dated 8/8/2014, submitted on 11/8/2014, made final submission.

Hence the order.

ORDER

1] Grievance of consumer is hereby disposed off, as grievance is redressed by Licensee during the pendency of the matter

Dated:11/8/2014

I agree

I agree

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

(Chandrashekhar U.Patil)
Member Secretary
CGRF,Kalyan

(Sadaashive S.Deshmukh)
Chairperson
CGRF, Kalyan

NOTE

d) 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”

e) 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”

f) 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.

