



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/795/954 of 2014-15

Date of Grievance: 28/04/2014

Date of Order : 21/11/2014

Total days : 207

**IN THE MATTER OF THE GRIEVANCE NO. K/E/795/954 OF 2014-15 OF MR. PRAKASH NAIK, SHOP NO. 1 TO 9, EVERSINE CITY, GOKHIWARE, VASAI (EAST), DISTRICT – THANE, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN , REGARDING EXCESS ENERGY BILL.**

Mr. Prakash Naik ,  
Shop No.1 to 9, Evershine City,  
Gokhiware, Vasai (East),  
Dist.Thane-401 208

(Consumer No. 001590800003))

.... (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- Harshad Seth.

For Licensee- Shri Satish Umberje- Addl. Executive Engineer,  
Shri Manojkumar – 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, (36/2003). 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, 2014.

2] This grievance is brought before us by consumer on 28/4/2014, disputing the demand raised by Licencee in the light of the report of Flying Squad dated 22/11/2013. In addition allegation is there about improper categorization in the bills, bills not properly prepared and liability imposed is not correct.

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/0173 dated 30/4/2014. On behalf of Licencee reply submitted by Licencee on 26/5/2014, 1/7/2014, 8/8/2014 and 9/10/2014. These replies are in response to the grievance application and added contentions submitted by consumer on 27/5/2014, 2/7/2014, 10/7/2014, 22/7/2014, 26/7/2014, 19/8/2014, and 28/8/2014.

3] We have taken up this matter for discussion and heard both sides at times. We find this matter pertains to different aspects including dispute of changing the tariff category from LT-II-B commercial to LT-IIC commercial. Dispute commenced in the light of inspection by Flying Squad on 22/11/2013 and supplementary bill issued in that light by Licencee which is undated for recovery of Rs. 3,70,380/-.

There is no dispute about the inspection by Flying Squad. There is no dispute that till September 2013, consumer was not dealt in the category of LT-IIB and was served with bills showing category LT-II-A.

Initially we are required to concentrate on the disputed recovery raised on the basis of report of Flying Squad. Disputed period on that count is from billing months October 2012 to November 2013. For those months category is changed to LT-IIC from LT-IIA. It is the contention of the consumer that this cannot be done, it is to be made limited to a particular month in which there is exceeding of **contract demand** (MD) beyond the slab.

During hearing MRI report is placed before the Forum and in the said sheet there is no incident of **contract demand** exceeding over and above 63KVA in all the twelve months considered by Flying Squad except on 4<sup>th</sup> November 2013, wherein **contract demand** exceeded 63 KVA, it is 63.04 KVA. Hence, it seems considering it, Flying Squad directed to recover amount on that particular count, showing change of category from LT-IIA to LT-IIC for the year. But from MRI report, there is no such mention of exceeding **contract demand** for rest of the months. Hence it is claimed that there cannot be any recovery on that count, about change in category for total period. Towards it MERC tariff order in Case No. 2/2003, further order towards it and order of Ombudsman in representation no.21/2012 decided on 29/3/2012 are relevant. It is laid down therein that the category can be changed from LT-IIB to LT-IIC only for the month in which **contract demand** exceeded 63 KVA. Hence, we find, bill issued on the basis of Flying Squad report is to be modified appropriately. Even the change of category for November 2013 is appropriate and is admitted by consumer in the submissions dated 26/7/2014. Accordingly for the November 2013 bill, application of LT-IIC category is correct, it needs no change. Except this month the liability for 12 months raised as per Flying Squad report is to be set aside.

In this matter consumer's **contract demand** is 44 KVA as against sanction load of 35 KW. But this 44 KVA is not consistently incorrectly noted by Licencee in the bills and calculations not correctly done in some months. About

this, consumer has raised dispute and Officers of Licencee fairly submitted that wherever 44 KVA is not considered and some other figure is stated, it needs to be corrected. Accordingly this 44 KVA is to be noted in the bills wherever it is not shown correctly in the bills from November 2013 till same sanctioned load and contract load continued and consequently the calculations are to be reset, considering therein quantum of fixed charges.

4] In respect of December 2013, dispute is raised contending category of LT-IIC is shown instead of LT-IIB. It is explained by the Officers of Licencee that in the month of December 2013 MD was shown 63.04 KVA which was the same in November 2013 and was not reset hence, it is required to be reset and is to be shown not as LT-IIC but it is dealt as LT-IIB. Officers of Licencee contended that this is probably carried out. We find this needs to be rectified by the Licencee, applying LT-IIB instead of LT-IIC.

5] From July 2014 dispute is raised on various grounds. Even Licencee filed reply. Matter was argued by CR prior to 21/8/2014, thereafter though one submission is given on 28/8/2014, there is no attendance of CR. As we were not able to perceive precisely the exact disputed aspect from July 2014 onwards i.e. after filing of this grievance, with the intent to have correct position from time to time we tried to secure presence of consumer or consumer's representative. But they could not attend simply CR replied, to the email of this Forum, on 6/11/2014. Hence considering the technical aspect involved in it we find it proper to allow the consumer to have his grievance placed before IGRC from July 2014 onwards and if he is not satisfied with the order of IGRC, is at liberty to approach this Forum for this period.

6] Accordingly, Licencee is to correct the bills ensuring that 44 KVA is entered as **contract demand** and calculations are to be done as per this **contract demand** from October 2013. Consequently revised bills be issued.

Twelve months liability raised as per the inspection report of Flying Squad is to be set aside and the liability is to be retained only for the month of November 2013 towards change of category to LT-IIC. In respect of December 2013 Licencee to rectify or verify and confirm whether modification is done about LT-IIB instead of LT-IIC.

7] This matter could not be decided within a prescribed time as the legal position was to be clarified placing on record MRI report and that from July 2014 consumer added the further developments and consumer's representative was not available after 21/8/2014 which we persuaded till 12/11/2014.

Hence the order.

### **ORDER**

Consumer's grievance is allowed.

The supplementary bill issued by the Licencee relying on the report of Flying Squad dated 22/11/2013 for Rs.3,70,380/- is hereby set aside.

The bills issued from October 2013 be reset showing contract demand as 44 KVA for further period wherever calculation is not done on the basis of 44 KVA. Accordingly, subsequent bills be revised on it's basis.

The bill issued for November 2013 showing change of category as LT-IIC needs no change except the above directions.

In the bill of December 2013 necessary corrections about change in category be done in place of LT-IIC as LT-IIB.

In the light of the facts as discussed above, consumer's grievance pertaining to bills issued from July 2014 are to be taken by consumer to the IGRC if found fit, as those are brought before us after the date of filing of grievance of dispute which has arisen after filing of this grievance.

Admittedly, consumer's sanctioned load is of 35 KW, contract demand is of 44 KVA and considering applicability of LT-IIB if contract demand exceeds 63KVA then only there can be change in the category only for the month concerned. Demand penalty will be applicable only if the contract demand exceeds 44 KVA up to 63 KVA. This particular aspect as dealt by MERC & Ombudsman is to be followed by the Licencee.

Resetting of bills and correctly showing the category as directed above be complied within 60 days from the date of this order and compliance be reported further within 15 days.

Dated: 21/11/2014

**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:-

Grievance No.K/E/795/954 of 2014-15.

*“Maharashtra Electricity Regulatory Commission, 13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05”*

Secondly, it is established that in December 2013, again category is changed from LT-IIB to LT-2C, which needs no correction as it is admitted by CR, in the back ground of the fact that in the said billing month contract demand exceeded on 22/11/2012 to the extent of 63.63 KVA. CR conceded that fact in his reply submitted on 7/5/2014 hence no any change required in the bill issued for the billing month of December 2013.

(7) In the aforesaid discussion, it is clearly dealt that consumer is having supply and LT-IIB tariff is applicable. It is also clear that said category may change depending upon exceeding of contract demand and in case there is exceeding of sanction demand within limit then he is liable for appropriate demand penalty. Accordingly, now it is held that consumer's tariff category is basically LT-IIB. It is to be maintained whenever it is within limits.

8] Consumer in his grievance application Para 4 clause (b) referred to wrong entry of contract demand and he has prayed relief in clause (g) at Sr.No.3, it reads as under:-

iii] that contract demand from beginning of MD billing i.e. October 2013 may be treated as 44 KVA and fixed charges to be levied Accordingly,

In this regard Licencee vide reply dated 26/5/2014 in Para replied as under:  
'that from billing month of October 2013 the consumer was stopped

MD basis tariff covering other parameters like KVAH, RKVH, KVA,MD,PF etc. and accordingly bill was issued, wherein received MD was recorded 061 KVA as against the C.D. of 033 KVA attracting penalty of Rs./26,923.28 Ps. Contract demand determined as 33 KVA may change to 44 KVA considering the sanctioned load of 35 KV.'

Further in reply dated 1/7/2013 Licencee in Clause No.1 stated as under:

[i] 'that C.D. previously determined as 33 KVA is now changed to 44 KVA w.e.f. the billing month of July 2013 and shall be applicable in the past period also including the recovery period.'

These aforesaid restricted portions are clearly speaking that in fact 44 KVA is to be entered and consequently almost all things are required to be reset for the month of October 2013. Said aspect is not disputed by Licencee, direction is to be given to that let Licencee reset the bill from



**October 2013 treating 44 KVA instead of 33 KVA and to work out appropriately charges. This will continue till there is any change in the consequential aspect of sanctioned load or contract demand.**

**9] This grievance is brought before us on 28/4/2014 and even dispute is communicated of the period after 28/4/2014. In that respect in the course of discussion, reply is also filed, but we find now we are to restrict ourselves to the disputed aspect prior to 28/4/2014. In respect of considering the subsequent aspect though both parties were before us, but after 21/8/2014, CR was not available. We tried to have assistance from consumer by sending email to the concerned, but none attended thereafter. Hence, it is not possible to deal that aspect effectively. No doubt, consider is chosen to settle all dispute which were taken to IGRC and then same are continued before this Forum, but even subsequent instances are also sought to be added. We find, in absence of active assistance from consumer's side, it is not possible to deal the subsequent aspect and consumer is at liberty to approach IGRC for a appropriate relief . Principle is also available to approach IGRC. Hence, we are not able to take up the claim of consumer after the date of grievance before this Forum i.e. 28/4/2014.**

(Now penalty is to be applied for November and December 2013 [and February 2014 as it has exceeded MD more than 44 KV. Accordingly, Licencee to submit on next date the figures on this basis].

Dated: 12/11/2014

**Contract Demand:**

- 1] In this matter sanction load is 44 KVA as against sanction load of 35 KW. Accordingly this KVA is to be noted in the bills from November 2013 and consequently required the calculations are to be reset, considering therein quantum of fixed charges.
- 2] Though consumer raised dispute pertaining to the bill of November 2013 on the basis of exceeding 63 KVA, but admitted that in submission dated 26/7/2014 that bill of November 2013 is OK. From category change aspect, hence to the extent of change of category dispute of November 2013 is no more surviving.
- 3] In respect of December 2013 , dispute is raised showing consumer in the category of LT-IIC instead of LT-IIB is explained by the Officers of Licencee that in the month of December 2013 MD was shown 63.04 KVA which was the same in November 2013 hence, it is required to be reset and is to be shown not as LT-IIC but it is dealt as LT-IIB. Officers of Licencee contended that this is probably carry out.
- 4] In the grievance application, Para 4 Clause (e) it is clarified that demand is reduced to 55 KVA and correct bill is issued.
- 5] From July 2014 dispute is raised on various grounds. Even Licencee filed reply. Matter was argued by CR prior to 21/7/2014, thereafter though one submission is given. There is no attendance of CR and we are not able to perceive the precise disputed aspect. Admittedly dispute from July 2014 is after filing of t his grievance. From time to time we tried to secure presence of consumer or consumer's representative, but it is not available, hence considering the technical aspect involved in it we find it proper to allow the consumer to have his grievance

Grievance No.K/E/795/954 of 2014-15.  
placed before IGRC from July 2014 onwards and if he is not satisfied with the order of IGRC, consumer is at liberty to approach this Forum for this period.

6] Precisely, Licencee is to correct the bills ensuring that 44 KVA is entered and calculations are done as per contract demand. Secondly, two months liability raised as per the inspection report of Flying Squad is set aside and the liability is retained only for the month of November 2013 towards change of category to LT-IIC. In respect of December 2013 Licencee to verify and confirm whether modification is done, brought to it's notice due to KVA not set in the previous month.

7] Accordingly, after resetting the bills considering 44KVA change of category wherever is perceived due amount be worked out and fresh bill be issued.

Matter taken up today in continuation of discussion dated 25/7/2014. On behalf of Licencee additional reply dated 8/8/2014 placed on record on 11/8/2014. It is submitted on behalf of the Licencee that towards the liability worked out for one year, Dy. Executive Engineer of Flying squad Palghar is requested to representate the aspect before this Forum or to submit it's independent say directly. However, none attended for said Flying Squad, no any such reply is filed. We are clear that before this Forum, Licencee is only one and we are not able to make any difference amongst the present Officer representing the Licencee Officers of Flying Squad. Hence, there is no necessity to consider that aspect.

3] As disclosed from the record, actual MD has exceeded on only in November 2014, hence consumer is charged, changing the category for that month, from LT-IIB to LT-IIC. We find, it needs no any interference.

Secondly, it is brought before this Forum that for the month of December 2013 category is changed from LT-IIB to LT-IIC. But now in reply dated 8/8/2014, it is made clear that for the said month MD in KW is of 57.440, whereas KVA demand is 63.040. Accordingly, it is contended that in both these cases, consumer has exceeded the permissible limit and hence bill is prepared, changing the category for LT-IIB to LT-IIC. In this respect, consumer's representative concluded that this aspect is correct and now it is not disputed. Accordingly, the bill for the said month of December 2013 is to be maintained.

4] Further such dispute brought before us by the consumer, pertains to July 2014 and it is replied on 8/8/2014 by Licencee. Licencee maintained that change of category is correct, whereas consumer's representative submitted that change of category is not correct. In this respect, it is just necessary to mention that

Grievance No.K/E/795/954 of 2014-15.

this grievance application is filed before the Forum on 28/4/2014 and now the disputed portion is of July 2014, which is after the date of filing of the grievance. No doubt this aspect was available for the consumer to be taken before the IGRC. It is now brought before us in addition to previous grievance, the question comes whether it can be considered by this Forum directly, by **skipping** CGRF in the light of facts which are agitated. It is the contention of the consumer that for the disputed bill for the month of July 2014 when recorded KVA is shown as 54.480 and as recorded MD and KW in 54.00 KW, then this particular KW 54 reflected in the bill is not correct. He contended that both KVA and KW cannot be the same. If, it is to be treated as same, then Power Factory has to be one.

As against it, on behalf of Licencee, it is contended that in the MRI report, there are, details. Those are not placed on record with the say and filed copy of reply was given. However, it is now taken out by Officers of Licencee from his file and kept in our hand. It is pointed out from this MRI report, reading particularly column no.2 in the chart. Summary is stated therein 0053.520 KW is written and it is contended that this is **reflected in** MRI report and accordingly, it is to be treated as recorded MD in KW is 54 which has actually exceeded 50 KW and accordingly, it is contended that change in category is correct.

5] On behalf of consumer, representative submitted that in point No.9 of Licencee's Circular No 1075 dated 5/9/2012, there is mentioned how to consider the penalty for exceeding contract demand. Further he referred to order of MERC in 19/2012 page No.21 and therein penalty for exceeding contract demand is stated. It is contended that in these two paragraphs, there is, reference of exceeding contract demand and he contended that this reference contract demand is to be dealt, basically it of KVA and not KW.

As against this, on behalf of Licencee, it is submitted that definition of contract demand in Supply Code speaks that demand and Kilo volt (KW)/ Kilo Volt Ampier (KVA) mutually agreed between Distribution Licencee and consumer has entered in agreement or agreed by other mode. Accordingly, it is contended that KW is also one of the important aspect in contract demand. They resisted only KVA is to be considered. It is made clear that in case, there is exceeding of contract demand then if excess is up to a limit in the category of Tariff 10 i.e. A, B or C then for the balance consumer is to be levied with demand penalty of 150% in addition with the charge at the same rate for exceeded units. It is further contended that in case, if, contract demand is increased beyond that particular slab and falls in another slab, then consumer is required to be charged as per that slab. In this respect penalty of 150% also to be continued for said period. Accordingly, it is contended that this is a mode for calculating the period. Further, it is submitted that in case contract demand increased three times in a year then consumer is to seek enhancement of it or if it is not done, Licencee is at liberty to deal as per Supply Code. Accordingly, this is one of the aspect imposing duty on consumer to get load extended or to Licencee to deal it appropriately if consumer fails.

6] Question is to be now decided what is relevancy of KW. Consumer's representative submitted that MRI report for July 2004 relied on by Licencee is not tallied the details as stated in bill issued for the said month}.

**(7] In the aforesaid discussion, it is clearly dealt that consumer is having supply and LT-IIB tariff is applicable. It is also clear that said category may change depending upon exceeding of contract demand and in case there is exceeding of sanction demand within limit then he is liable for appropriate demand penalty. Accordingly, now it is held that consumer's**

**tariff category is basically LT-IIB. It is to be maintained whenever it is within limits.**

**8] Consumer in his grievance application Para 4 clause (b) referred to wrong entry of contract demand and he has prayed relief in clause (g) at Sr.No.3, it reads as under:-**

**iii] that contract demand from beginning of MD billing i.e. October 2013 may be treated as 44 KVA and fixed charges to be levied Accordingly,**

**In this regard Licencee vide reply dated 26/5/2014 in Para replied as under: 'that from billing month of October 2013 the consumer was stopped**

**MD basis tariff covering other parameters like KVAH, RKVH, KVA,MD,PF etc. and accordingly bill was issued, wherein received MD was recorded 061 KVA as against the C.D. of 033 KVA attracting penalty of Rs./26,923.28 Ps. Contract demand determined as 33 KVA may change to 44 KVA considering the sanctioned load of 35 KV.'**

**Further in reply dated 1/7/2013 Licencee in Clause No.1 stated as under:**

**[i] 'that C.D. previously determined as 33 KVA is now changed to 44 KVA w.e.f. the billing month of July 2013 and shall be applicable in the past period also including the recovery period.'**

**These aforesaid restricted portions are clearly speaking that in fact 44 KVA is to be entered and consequently almost all things are required to be reset for the month of October 2013. Said aspect is not disputed by Licencee, direction is to be given to that let Licencee reset the bill from October 2013 treating 44 KVA instead of 33 KVA and to work out appropriately charges. This will continue till there is any change in the consequential aspect of sanctioned load or contract demand.**

**9] This grievance is brought before us on 28/4/2014 and even dispute is communicated of the period after 28/4/2014. In that respect in the course of**

Grievance No.K/E/795/954 of 2014-15.

discussion, reply is also filed, but we find now we are to restrict ourselves to the disputed aspect prior to 28/4/2014. In respect of considering the subsequent aspect though both parties were before us, but after 21/8/2014, CR was not available. We tried to have assistance from consumer by sending email to the concerned, but none attended thereafter. Hence, it is not possible to deal that aspect effectively. No doubt, consumer is chosen to settle all dispute which were taken to IGRC and then same are continued before this Forum, but even subsequent instances are also sought to be added. We find, in absence of active assistance from consumer's side, it is not possible to deal the subsequent aspect and consumer is at liberty to approach IGRC for an appropriate relief. Principle is also available to approach IGRC. Hence, we are not able to take up the claim of consumer after the date of grievance before this Forum i.e. 28/4/2014.



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

Grievance No.K/E/795/954 of 2014-15.

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 of Rs.9,920/-amount 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 but 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 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 customer 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 of 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,

Grievance No.K/E/795/954 of 2014-15.

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, 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 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 received due to the mistake or negligence of the Officers of Licencee cannot be the ground

to 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. deposited by 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 caused, 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.

Grievance No.K/E/795/954 of 2014-15.

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: -**

- 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
- f) 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”*
- g) 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/795/954 of 2014-15.