



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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IN THE MATTER OF GRIEVANCE NO. K/E/561/662 OF 2011-2012 OF
GOPI ORGANICS PVT. LTD. TARAPUR BOISAR REGISTERED WITH
CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN
ABOUT EXCESSIVE BILLING.

M/s. Gopi Organics Pvt. Ltd.
Plot T – 13,
MIDC Industrial Estate,
Tarapur, Boisar
Dist. : Thane – 401 506

(Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Superintending Engineer
Vasai Circle, Vasai, Dist.: Thane.

(Here-in-after
referred
as licensee)

- 1) Consumer Grievance Redressal Forum has been established under "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress the

grievances of consumers. This regulation has been made by the Maharashtra Electricity Regulatory 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 consumer is a H.T. consumer of the licensee. The Consumer is billed as per Industrial tariff. Consumer registered grievance with the Forum on 04/01/2012 for Excessive Energy Bills. The details are as follows: -

Name of the consumer :- M/s. Gopi Organics Pvt. Ltd.

Address: - As given in the title

Consumer No : - 003019034780

Reason of dispute : Excessive Energy Bills.

- 3) The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/011 dated 04/01/2012 to Nodal Officer of licensee. Licensee has not filed their say.
- 4) The Member Secretary and Member of the Forum heard licensee on 14/11/2011 @ 16.00 Hrs. in the meeting hall of the Forum's office. Shri U. M. Naik, Dy. Executive Engineer, representative of the licensee attended hearing. Minutes of the hearing including the submissions made by the parties are recorded and the same are kept in the record.
- 5) **Opinion of Chairperson and Member** : Before we deal with the facts of the case we are of the opinion to discuss about the method regarding collection of consumers' energy bills through RTGS / NEFT. We have told that RTGS means "Real Time Gross Settlement" & NEFT means "National Electronic Fund Transfer". It is brought to our notice that certain circulars were issued regarding the collection of consumers' energy bills through

RTGS / NEFT on 20/05/2011 and 03/05/2011. It is also brought to our notice in addition to above two circulars one more circular was issued with the same subject for the date 24/08/2011. We have also told that the present consumer is governed by Real Time Gross Settlement i.e. RTGS. The collection of bill through RTGS is applicable to both H.T. and L.T. consumers. However, it appears the consumers particularly from H.T. are allowed to pay the energy bills by various modes such as cheques, D.D., pay order, cash etc. It was also observed by the licensee that H.T. consumers use to pay their bills on due dates. As per circular dt. 24/08/2011 if the consumer is inclined to avail the Prompt Payment Discount (PPD) facility, the consumers use to pay their bills within a period of seven working days from the date of issue of bill or within a period of five working days from the date of receipt of bill whichever is later. The circular further discloses that the money receipt will be issued to the consumer after ensuring realization of the amount to the MSEDCL account. The date of money receipt issued after crediting the amount to the MSEDCL account as above shall only to be considered for allowing PPD to the consumers. On the basis of this circular while generating the bills from Sept. 2011 licensee started showing bill date, original due date and if paid upto, a column which will be eligible to the consumer to claim PPD.

- 6) The bill for the month of Sept. 2011 was issued to the consumer i.e. complainant on 16/09/2011 of the period 11/08/2011 to 10/09/2011. As per the bill the payment if made by consumer by 30th Sept. 2011 the amount was Rs. 12,94,630/- but if the amount is deposited by 22/09/2011 to claim the PPD, amount was to be deposited Rs. 12,82,090/-. Now it is the case

of the consumer i.e. complainant that this bill of Sept. 2011 was received by him on 19/09/2011 (this date is not disputed by the licensee). Now the consumer i.e. complainant to claim the PPD was inclined to pay the amount to the licensee before 22/09/2011, issued a cheque in the name of licensee on 21/09/2011 of Rs. 12,82,090/-. The Xerox copy of the bill which is on record has a stamp of licensee regarding receiving of that cheque of Rs. 12,82,090/- from consumer i.e. complainant on 21/09/2011.

- 7) Now the difficulty is this it appears the cheque was realized on 23/09/2011 instead of 22/09/2011, so according to the I.T. Section as the payment was made after 22/09/2011, it took the payment date as 30/09/2011 but the payment was not of Rs. 12,94,630/- it has accepted as a part payment and that is how as a programme fed to the computer the entire amount shown on 30/09/2011 was not received, the consumer i.e. complainant was charged Delayed Payment Charges (DPC) of Rs. 38,435.22 in the subsequent bill of Oct. 2011. The consumer was shocked instead of giving PPD to him though he was prompt to issue the cheque on 21/09/2011 contrary to this presuming him a defaulter, charges of Rs. 38,435.22 and interest of Rs. 204.99 shown in the bill of Oct. 2011. The consumer appears to have paid even the bill of Oct. 2011 and put the grievance to the office claiming the amount of Rs. 12,545/- as PPD (+) Rs. 25,893/- as DPC i.e. total arrears of Rs. 38,438/- and interest of Rs. 204.99 i.e. to say total amount of Rs. 38,643/- (round figure).
- 8) The defence of the licensee is that in view of the circular dt. 24/08/2011 the case of the consumer for considering PPD will be only from the date of money receipt issued after crediting the amount to MSEDCL account, so

according to defence as the payment was realized on 23/09/2011 i.e. after due date to claim the PPD the consumer is not entitled for relief of PPD obviously. The further defence is that as the consumer is found to be defaulter in making the entire payment of Rs. 12,94,630/- DPC is charged.

- 9) We have gone through the bill for the month of Sept. 2011. If the amount is paid by the consumer after 30/09/2011, the payment was to be Rs. 13,20,530/- but in fact consumer has paid the cheque on 21/09/2011 of Rs. 12,82,090/- it is not made clear by the licensee as to how this amount of Rs. 38,435/- is calculated whether on the short payment of PPD or on the full amount of Rs. 12,94,630/-. In case if it is on entire amount Rs. 12,94,630/- then according to us it may be incorrect as atleast according to licensee the part payment was made.
- 10) The crucial question is as to which date is to be considered as due date for the receipt of the payment by licensee. Here in this case the bill was issued on 16/09/2011 which was received by the consumer on 19/09/2011 , the cheque was given on 21/09/2011 and according to licensee the due date was 22/09/2011. So according to licensee if the cheque would have been realized on 22/09/2011, the consumer was entitled for PPD. It is not known to this Forum after receiving the cheque by licensee on 21/09/2011 on which date the cheque was submitted to the bank for realization. If the cheque was deposited to the bank on 22/09 or 23/09/2011 for it's realization then it can be said that there was fault of consumer. One more thing is that as per circular dt. 24/08/2011 in order to avail the PPD consumer has to pay the bill within the period of seven working days from the date of issue of bill or within five working days from the date of receipt

of bill whichever is later. It is rightly submitted by the consumer the seven working days and five working days are to be seen from the bill issued by the licensee. Now admitted the bill was issued on 16/09/2011, so if we count seven working days from 16/09/2011, the seventh working day will be 23/09/2011, in case if we count the date of issue of bill as the first day of official working day. The reason is this on 18/09/2011 there is a Sunday, so this Sunday will have to be excluded for counting seven working days from date of issue of bill. Or the payment to be made within five working days from the date of receipt of the bill. Here in this case admittedly the bill was received by consumer on 19/09/2011. If we count five working days from 19/09/2011 the fifth working day will be 23/09/2011 and admittedly on 23/09/2011 the cheque payment was realized and it was received by licensee. So both these two conditions are satisfied by the consumer and showing the DPC, rejecting claim of consumer of PPD for Sept. 2011 is arbitrary and contrary to the circular No. Dir(F)/MSEDCL/25941, dt. 24/08/2011 issued by Mahavitaran and so the action taken by licensee is liable to be quashed.

- 11) We have Oct. 2011 bill on record. It is really pertinent to note that the bill of Oct. 2011 was issued on 16/10/2011 i.e. on Sunday. Here in this bill to claim the PPD the date is shown 24/10/2011, so now counting from 16/10/2011 to show the seven official working days the seventh official working day will come on 24/10/2011 so the fourth Saturday i.e. on 22/10/2011 and Sunday i.e. on 23/10/2011 are excluded. According to us even the date 16/10/2011 is to be excluded as it is Sunday. In that case the seventh official working day will fall on 25/10/2011. This we have

discussed to show what licensee has considered for calculating official working days while issuing the bill for the month of October 2011. The same is not considered while issuing the bill for the month of September 2011.

12) As the action to show DPC, interest and not to give the relief of PPD in the month of September 2011 is illegal, contrary to the provisions of circular issued by Mahavitaran as referred above, we came to the conclusion that the same is liable to be quashed and set aside.

13) **Opinion of Member Secretary** : As per Regulation 8.4 of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2006 reads as below :

“Every order made by the Forum shall be a reasoned order either in Marathi or English and signed by the members conducting the proceedings.

Provided that where the members differ on any point or points, the opinion of the majority shall be the order of the Forum. The opinion of the minority shall however be recorded and shall form part of the order.

Provided further that, along with every order the Forum shall intimate the consumer of the contact details of the Electricity Ombudsman appointed or designated by the Commission under Regulation 10.”

The brief facts are as per licensee’s Head Office Circular No. Dir(F)/MSEDCL/25941, dt. 24/08/2011 it was decided as in case of payments made by the consumers in the form of cheque / D.D. / pay order the money receipt is to be issued to the consumer only after credit of the

amount to the MSEDCL's account. Further in continuation to the licensee's Head Office circular, the corrigendum issued vide No. Dir(F)/MSEDCL/29456, dt. 28/09/2011 with clarification as "It is hereby clarified that the money receipt shall be issued to the consumer only after credit to MSEDCL's account towards payment made by L.T. / H. T. consumers against energy bills by way of cheque / pay order / D. D. irrespective of the fact that the payment is made before the discount date or due date or after due date (arrears payment). As per the above circular the message was also displayed on energy bill from Sept. 2011 "If paid by cheque / D. D. / pay order, then realization date will be considered as a payment date". In this case in the month of Sept. 2011 prompt payment discount date was 22/09/2011. The consumer submitted cheque to Vasai Circle Office on 21/09/2011 amounting to Rs, 12,82,090/- with availing prompt payment discount. The said cheque was realized on 23/09/2011 i.e. after prompt payment discount date, hence short payment was treated as a part payment and therefore short payment of prompt payment discount amounting to Rs. 12,545 (+) DPC Rs. 25,893 total arrears Rs. 38,438 and interest on arrears Rs. 204.99 came as arrears in the bill of October 2011. Hence licensee's action regarding non giving of prompt payment discount is correct. Hence order :

OPERATIVE ORDER

- 1) Grievance application is allowed.
- 2) Licensee is liable to pay amount of Rs. 38,643/- with R.B.I. rate of interest from 23/09/2011 till it's realization. It will be at liberty to the licensee to calculate this amount with interest while issuing the subsequent bill and said amount may be adjusted in next ensuing bill.
- 3) The Consumer can file representation against this decision with the Hon. Electricity 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"

- 4) 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"

Date : 27/03/2012

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

(R.V. Shivdas)
Member Secretary
CGRF Kalyan

(S.K. Chaudhari)
Chairperson
CGRF Kalyan