Before Maharashtra State Electricity Distribution Co. Ltd.'s
Consumer Grievance Redressal Forum
Nagpur Urban Zone, Nagpur

Case No. CGRF(NUZ)/031/2005

Applicant : Shri Saralkumar Dattatrya Waradpande
Opp. Panchasheel Automobiles,
Amravati Road, Waddhamna,
Nagpur.

Non-Applicant : The Nodal Officer,
Assistant Engineer,
O&M Division-II,
and Exe. Engineer, O&M Dn.- II,
Nagpur representing the MSEDCL.

Quorum Present : 1) Shri S.D. Jahagirdar, IAS (Retd),
Chairman,
Consumer Grievance Redressal Forum,
Nagpur Urban Zone,
Nagpur.

2) Smt. Gouri Chandrayan,
Member,
Consumer Grievance Redressal Forum,
Nagpur Urban Zone,
Nagpur.

3) Shri M.S. Shrisat
Exe. Engr. & Member Secretary,
Consumer Grievance Redressal Forum,
NUZ, MSEDCL, Nagpur.

ORDER (Passed on 30.07.2005)

The present grievance application has been filed by the applicant in the prescribed schedule "A" before this Forum on 22.06.2005 as per Regulation number 6.3 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance

Redressal Forum & Ombudsman) Regulations, 2003 here-in-after referred-to-as the said Regulations.

The grievance of the applicant is in respect of improper and excessive electricity bills raised against him by the non-applicant including amount of penalty, interest and also in respect of non-refund of the cost of the meters with interest and also in respect of allied issues arising out of the alleged faulty action of the non-applicant.

The matter was heard by us on 13.07.2005 and 22.07.2005 when both the parties were present. Both of them were given adequate opportunity to present their respective say. Accordingly, both the parties submitted their written & oral submissions. All the documents produced by both of them are also taken on record and they are perused and examined by us.

After receipt of the grievance application, the non-applicant was asked to furnish parawise remarks on the applicant's application in terms of Regulation number 6.7 & 6.8 of the said Regulations. Accordingly, the non-applicant submitted his parawise remarks dated 11.07.2005 before this Forum on 13.07.2005. A copy thereof was given to the applicant before the case was taken up for hearing and he was given adequate opportunity to offer his say on this parawise report also.

The applicant had earlier approached the Internal Grievance Redressal Unit headed by the Executive Engineer (Adm), Nagpur Rural Circle, MSEB, Nagpur by filing his complaint application dated 16.04.2005 before this Unit. Upon hearing the matter, this Unit passed an order, being order dated

14.06.2005 and communicated the Unit's decision to the applicant. The applicant was not satisfied with the decision and order issued by the Internal Grievance Redressal Unit and hence he filed the present grievance application with a request for redressal of his grievances.

Following are the grievances raised by the applicant.

(1) Issue of excessive electricity bills on average basis for a period of 19 months from November-1994 to June-1996 and non-refund of cost of meters.

(2) Dispute related to connected load and sanctioned load and penalties inflicted upon the applicant.

(3) Dispute regarding clubbing of applicant's two meters.

As regards the first grievance of the applicant noted at (1) above, the Internal Grievance Redressal Unit held that the electricity bills were issued previously by considering average consumption of 300 units per month. The applicant had raised an objection in respect of these bills and hence they were revised by the non-applicant and credit equal to the amount of Rs.6421.59 given to the applicant in the month of October-1999 which was accepted by the applicant. The Unit admitted that the delay in changing the faulty meter of the applicant was not justified and hence the Unit directed the field Officers to take care to change faulty meter of such a consumer well within the permissible time to avoid complications.

The contention of the applicant is that although credit was given in October-1999, the calculations made by the non-applicant about charges payable by the applicant over a period of 19 months from December-1994 to June-96 were arbitrary and that interest on excess deposited amount was not

paid to the applicant. According to him, the non-applicant must also refund to him the TD & PD charges.

The applicant criticized observation made by the Internal Grievance Redressal Unit which admitted that delay was caused in changing the faulty meter and contended that no relief, whatsoever, has been granted by the Unit to the applicant in effect while making such a statement. According to him, merely giving a direction to the Field Officers to take all care in respect of changing the faulty meters of consumers well within the permissible time constitutes no relief to the applicant. The applicant has been repeatedly making complaints to the non-applicant in respect of faulty meter which was faulty since its date of installation in December-1994 but to no purpose. This meter burnt on 22.07.1996 and the non-applicant charged him Rs.976/- as the cost new meter. The second meter, being Electronic meter No. 126275, also burnt when the meter was switched on by him on the day (i.e. in March-2003) succeeding next to the day of total load shedding because it was also faulty. The non-applicant again charged to him Rs. 2250/- as the cost of the meter. The applicant's contention is that the non-applicant should refund to him with interest the amounts of Rs.976/- and Rs. 2250/- since both of these meters were faulty.

The non-applicant's contention in respect of the first grievance of the applicant is that previously bills were issued to the applicant considering average consumption of 300 units per month over a period of 19 months from December-1994 to June-1996 when the energy meter installed in the applicant's premises was found to be faulty. This was done in accordance with the provisions made in the Board's conditions of supply.

Since the applicant raised objection to this assessment, these bills were revised and credit of Rs.6421.59/- given to the applicant in the month of October-1999 which the applicant accepted. Since it was a regular practice not to charge interest for the previous period, the interest amount of Rs.4007.99/- charged to the applicant was also credited to his consumer account. Hence, the non-applicant's submission is that question of refund of interest to the applicant has now no relevance. According to the non-applicant, the consumer's complaint is already resolved and settled.

The non-applicant admitted that this very first old meter was faulty since its installation. However, this meter and also the electronic meter referred to by the applicant burnt because of fluctuating excess loads drawn by the applicant over and above his sanctioned load of 10 H.P. Hence the consumer is responsible for their damage because of drawal of excess power through mains. Hence, according to him, the question of refunding the meter costs to the applicant does not arise.

It is clear from the submissions made by both the parties that the very first meter, being meter number 6002042925, which was installed in December,1994 was faulty since its installation. This position has been admitted by the non-applicant also during the course of hearing. The first faulty meter burnt on 22.07.96 and it was replaced by a new meter and the meter cost of Rs.976/- was recovered from the applicant.

It is pertinent to note that even the Internal Grievance Redressal Unit has also held in its order dated 14.06.2005 that the first meter was in a state of fault throughout the period of 19 months from December-1994 to

June-1996. It is not understood as to why the non-applicant failed to change this faulty meter within the permissible time limit of six months as provided in section 26 (6) of Indian Electricity Act,1910. In the instant case, the faulty meter was changed after a long period of about 19 months that too only when the very first faulty meter burnt on 22.07.1996. The applicant has raised a dispute about the billing on this faulty meter over a period of 19 months. The non-applicant, on his part, has stated that a credit amount of Rs.6429.59 was given to the applicant in the month of October-1999 which the applicant accepted. However, it seems that the non-applicant has totally ignored the statutory provisions contained in Section 26 (6) of the Indian Electricity Act,1910. This provision clearly construes to mean that the faulty meter must be changed within a period of six months and that the consumer is required to pay for the electrical energy supplied to him on such a faulty meter for a period of not exceeding six months. Hence, it follows that it was not proper, just & legal to have charged the applicant for a period beyond six months. The applicant's meter was faulty during the period of 19 months in this case. We are surprised to see that even the Internal Grievance Redressal Unit has also lost sight of this mandatory provision. So, whatever may be the contentions and calculations of the non-applicant for charging the applicant over a period of 19 months from December-1994 to June-96, the fact remains that the applicant ought to have been charged only for a period of six months prior to 22.07.1996 when his faulty meter burnt.

We, therefore, hold that the electricity charges payable by the applicant should be worked out again keeping in

view the observations made above. The applicant has submitted a calculation sheet indicating the total tariff payable by him during the period of six months immediately preceeding 22.07.96. The non-applicant may see this calculation sheet and arrive at the appropriate amount payable by the applicant for a period of six months. We desist from making any comments upon the details of calculations submitted by the applicant in this respect at this stage. The non-applicant needs to calculate the amount to be refunded to the applicant taking into consideration the total amount already deposited by the applicant against the billing already made to him. We also hold that the amount to be refunded should carry interest at the rate of 12% per annum.

As regards the refund of amount of Rs.976/- charged to the applicant when second meter was installed, we agree with the applicant's submission that he should not have been subjected to pay the cost of the second meter. The reason for this is obvious. If the Distribution Licensee installs a faulty meter and does not change it for a period as long as 19 months, the principles of natural justice will not allow the Distribution Licensee to charge him the cost of the second meter replacing the faulty meter. It is the responsibility of the Distribution Licensee to install a meter is good working condition. In the instant case, even the non-applicant has admitted that the meter of the applicant was faulty since its installation. It, therefore, follows that it is the responsibility of the non-applicant to replace the faulty meter by a new meter in good working condition free of cost.

The contention of the non-applicant that this very first meter burnt due to the faults of the applicant can, by no strech of imagination, be accepted for the simple reason that it is an admitted position that this meter was faulty since the day of its installation.

We, therefore, accept the contention of the applicant and hold that the meter cost of of Rs.976/- recovered from the applicant should be refunded to him alongwith interest @ 12% per annum.

As regards the applicant's request for refunding to him with interest the cost of the Electronic meter, being meter No. 126275, we are of the view that there is no substance in the applicant's plea. The reasons for this are given below.

The applicant has contended that this electronic meter burnt when he switched on the meter in March-2003 on the day immediately succeeding the day of total load shedding. He also stated before us that a similar instance of burnt meter occurred in the vicinity of his workshop. So his submission is that the meter burnt all of a sudden when switched on because of the fault occurring in the meter for which he is not responsible. He added that no machineries in his workshop were connected on the earlier day because it was a load shedding day.

The non-applicant's say is that the meter burnt because of the fluctuating high load of electricity drawn by the applicant in his workshop much over and above his sanctioned load of 10 H.P. He also stated that the possibility of the applicant drawing the energy even much beyond 32 H.P. cannot be ruled out. This must have made the meter burn for which applicant alone is responsible. We do not accept the contention

of the applicant that this electronic meter was faulty and hence it burnt. The applicant himself has stated before us that this meter was installed on 12.10.2001. The meter burnt in March,2003. This means that this meter was working alright for almost more that 1 ½ years since the date of its installation. Moreover, no cogent proof is produced by the applicant to prove his claim.

In these circumstances, the applicant's request for refunding to him the cost of the electronic meter with interest cannot be accepted.

The first grievance of the applicant is, therefore, partially accepted.

The second grievance of the applicant is in respect of the penalty imposed upon him for the connected load of 32 H.P. as against the sanctioned load of 10 H.P. from 06.01.2000 till 07-11-2002 and also the penalty charges for the excess connected load of 13.75 H.P. as against the sanctioned load of 10 H.P. from 07.11.2000 onwards.

In this respect, the Internal Grievance Redressal Unit held that the connected load of the applicant's small scale unit was 32 H.P. as revealed during the first inspection of the Flying Squad on 06.01.2000 and that the penalty imposed for the un authorised extension of load from the date of inspection of the Flying Squad i.e. from 06.01.2000 till the date of second inspection done by the Flying Squad on 07.11.2000 was correct. It is also held by the Internal Grievance Redressal Unit that the connected load of the applicant's unit was 13.75 H.P. as against the sanctioned load of 10 H.P. from 07.11.2000 onwards and

further that the penalties charged consequent upon the Flying Squad inspections were correct.

With reference to this grievance, the first and foremost point to be considered by this Forum is whether there is a case of un-authorized use of electricity committed by the applicant. This is necessary for us from the jurisdiction point of view. As laid-down in Regulations number 6.4 of the said Regulations, grievance falling within the purview of un-authorised use of electricity is excluded from the jurisdiction of the Consumer Grievance Redressal Forum.

Hence, let us see what is the stand of the applicant vis-a-vis the plea of the non-applicant in this regard.

The applicant has vehemently argued that his connected load as assessed by the Flying Squad on its inspection dated 06.01.2000 was not 32 H.P. According to him, his workshop is meant for repairs / maintenance of machines. He added that the machines received for repairs do not constitute connected load. He further stated that he holds a SSI Registration Certificate for repairs / maintenance of machines. He had brought to the notice of the officers of MSEB right up-to level of Chief Engineer that there were certain anomalies in the Flying Squad's inspection reports dated 06.01.2000 and 07.11.2000.

The Flying Squad's first inspection was done on 06.01.2000. It is the contention of the applicant that immediately on the next day, he went to the Assistant Engineer one Mr.Rao with an application dated 07.01.2000 but he refused to accept the application and further that he told Mr. Rao that he has disconnected the so-called excess connected load and

he has also connected the capacitators back into their positions. According to him, anomalies in the report were also explained by him to Mr. Rao. The applicant has produced a copy of his application dated 07.01.2000 addressed to the Assistant Engineer O&M, MSEB, Dharampeth, Nagpur and a copy endorsed to the Flying Squad. The applicant has pointed out certain anomalies in the Flying Squad's inspection and stated that the physically connected load on the date of inspection i.e. on 06.01.2000 was 9.5 H.P. only and the installed load was 11.5 H.P. only. He added that the disconnected capacitators were also connected back into their positions on 07.01.2000. In nutshell, the logic behind imposing penalty for 32 H.P. load for 11 months is not acceptable to the applicant.

The non-applicant's contention is that the penalty charges imposed upon the applicant for drawing excess connected load over and above his sanctioned load of 10 H.P. were calculated and charged correctly as per the findings of the Flying Squad's inspection. The applicant's workshop was inspected by the Squad on 06.01.2000 and 07.11.2000. It is the contention of the non-applicant that the applicant should have approached the Flying Squad in-charge immediately after 06.01.2000 and should have convinced them about the alleged anomalies in the Flying Squad's report. He also added that the second visit of the Flying Squad made on 07.11.2000 was at the instance of the applicant which the applicant has denied and further that penalties charged to the applicant as per the Flying Squad's reports were correct. He further submitted that the applicant had approached, in appeal, the Superintending Engineer concerned against the billing made to the applicant

based on the Flying Squad's inspection reports but his appeals were rejected by the Superintending Engineer.

The basic thing to be seen is whether there is a case un-authorized use of electricity as stated above. The concerned Dy. Exe. Engineer one Mr. Deshmukh who was then working as the Head of the Flying Squad at the time when the Flying Squad inspections were carried out on 06.01.2000 and 07.11.2000 was summoned by us at the behest of the applicant to testify the correctness of the submission made before us by the applicant to the effect that the Ex- Dy. Executive Engineer Shri Deshmukh had received the applicant's application dated 07.01.2000 when he approached him in the month of January-2000. Shri Deshmukh had appeared on 22.07.2005 and stated in the presence of both the parties before us that the applicant never approached him with an application disputing the details of the inspection reports of the Flying Squad. He further stated that he was personally present alongwith Mr. Rao, A.E. of Flying Squad on 06.01.2000 when the inspection of the applicant's workshop was carried out. He confirmed that the connected load of the applicant was found to be 32 H.P. at the time of inspection on 06.01.2000. This indicates that the statement made by the applicant that he had approached the Flying Squad officials immediately after his unit's inspection on 06.01.2000 has no support. When questioned by us Shri Deshmukh told us, in unequivocal terms, that the physically connected load was found to be 32 H.P. on 06.01.2000. Citing the various details of the inspection report dated 06.01.2000, Shri Deshmukh also stated that the description & details of machineries were correctly written and all the details of

connected load as per de facto position were correctly worked out.

It is pertinent to note that the Flying Squad's spot inspection report dated 06.01.2000, which is on record, was duly signed by the applicant. He also admitted before us that he did sign this report. There is an endorsement in this report to the effect that the details mentioned and the irregularities pointed out in the report were checked in the presence of the applicant and further that the applicant agreed with the same. When questioned by us as to why the applicant signed the inspection report without any reservations, there was no plausible explanation forth-coming from the applicant.

It is also pertinent to note that the applicant made a statement before us during the course of hearing that the job of fabrication was being carried out as per orders by the applicant in his workshop. This means that his workshop is not only meant for repairs and maintenance of machines and that the work of manufacturing was also being done at this workshop.

It is also pertinent to note that the appeals filed before the Superintending Engineer against the bills issued to him from 06.01.2000 onwards based on the Flying Squad's inspection reports were rejected by the Competent Authority i.e. Superintending Engineer.

In totality, it boils down to this that the connected load of the applicant at his workshop was 32 H.P. and 13.75

H.P. respectively from 06.01.2000 onwards and from 07.11.2000 onwards.

This clearly demonstrates that the applicant did make un-authorized use of electricity in his workshop.

Hence, this Forum is unable to entertain the applicant's grievance in this respect for want of requisite jurisdiction.

The third grievance of the applicant is regarding clubbing of two meters one meant for IP consumption and the other for lighting consumption in the same premises.

The Internal Grievance Redressal Unit has held that the action of clubbing these two meters taken in the month of July-1998 was correct since it was taken in accordance with the Head Office directives and Commercial Code.

The applicant was asked by us to indicate to us as to what exact relief is now required by the applicant in this respect. The applicant's only contention is that he wants installation of a single phase domestic meter free of cost at his residential place which is situated in the premises of his workshop. Although the non-applicant has made a submission that the action of clubbing of the two meters taken in July-1998 was correct, he has no objection if the applicant applies for a new domestic connection at his residential place in the same premises. We do not see any objection to agree with the request of the applicant in this regard. We, therefore, hold that the non-applicant should install a new single phase domestic meter

at the residence of the applicant as requested for by him. The condition No. 20 (a) (iv) of the MSEB's conditions for supply of electrical energy stipulates that the Board shall inform the consumer of its intention to have access to and be at liberty to inspect and test and for that purpose, if it thinks fit, take off and remove any meter to its laboratory. In this case we are convinced about the fact that no pre-intimation of any kind was given to the applicant while removing one of the two meters or for clubbing them into one meter. Even the principles of natural justice require issuance of such a notice or intimation. Hence, the new domestic meter now to be installed shall be fitted free of cost.

In the light of above, we pass the following order.

1) The applicant's first grievance about the excessive billing on average basis over a period of 19 months from December-1994 to June-1996 is accepted by us. We direct the non-applicant to revise all the bills issued to the applicant during this period in terms of observations made by us in this order and work out afresh the amount payable by the applicant and the amount of refund to be made to the applicant and pay it to him alongwith interest of 12% per annum. The meter cost of Rs.976/- shall also be refunded to the applicant alongwith interest @ 12% per annum. The applicant's request for refund of the cost of Rs.2250/- of the electronic meter is rejected.

2) The second grievance of the applicant in respect of excess connected load and penalties arising there-from cannot be accepted by us since the same is not

maintainable before this Forum for want of jurisdiction as explained in this order.

3) In respect of the third grievance of the applicant, we direct the non-applicant to install a new single phase domestic meter free of cost as requested for by the applicant forthwith.

The non-applicant shall report compliance of this order to this Forum on or before 31.08.2005.

Sd/-	Sd/-	Sd/-
(M.S. Shrisat) **Member-Secretary**	**(Smt. Gouri Chandrayan)** **Member**	**(S.D. Jahagirdar)** **CHAIRMAN**

CONSUMER GRIEVANCE REDRESSAL FORUM
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO LTD's
NAGPUR URBAN ZONE, NAGPUR.