

**Maharashtra State Electricity Distribution Co. Ltd.'s
Consumer Grievance Redresses Forum
Nagpur Zone, Nagpur**

Case No. CGRF (NZ)/05 /2012

Applicant : M/s Associated Biscuit Company LTD.
Non-applicant : Nodal Officer,
The Superintending Engineer,
NUC, MSEDCL, Nagpur

Applicant: - Shri. Vinod Kumar Bajaj Applicant

Non- applicant: - 1) Shri. Vairagade EE, Nodal office, MSEDCL, Nagpur.
2) Shri. ShriKumar Pise AA MSEDCL Nagpur
3) Shri. Pawan Janekar ,Manager, HDFC Bank
4) Shri Y.M. Upadhay Assist Vice president Axis Bank

Quorum Present: - 1) Mrs. V.N.Parihar,
Member,Secretary & I/C.Chairman.

2) Shri N.V.Bansod,
Member

ORDER PASSED ON DT. 06.01.2018.

1. In view of order passed by Hon'ble Bombay High Court of Judicator bench at Nagpur in Writ Petition No.2336 of 2012 dated 13.10.201. This matter is remanded back to this Forum for deciding the grievance on merit. The parties were directed to appear before the forum on 20.11.2017.The forum was directed to pass fresh order as per law after giving necessary opportunity to explain the system of clearing house and credit deposit through their respective bankers. Therefore it is the second round of litigation. Initially applicant filed original grievance application vide Case No.

CGRF(NUZ)/05/2012, before this Forum on dated 09.01.2012 under Regulation 6.4 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2006 (here-in-after referred-to-as the said Regulations.)

2. Applicant's grievance in brief was that Non-applicant issued a electricity bill for the month of September 2011 amounting to Rs. 35,88,790/- to him. There was remark on the bill informing that if the bill is paid on or before 26.09.2011, in that case there will be discount of Rs.2,09,960=51. Thus after deducting the same applicant paid amount of Rs. 33,78,830/- by cheque no.220911 dated 22.09.2011. This Cheque was handed over to Non-applicant on 22.09.2011 and Non-applicant sent the Cheque for clearing on 24.09.2011 and 25-09- 2011 being a holiday, the said cheque was cleared on 26.09.2011, from Bank of the applicant i.e. Axis Bank and proceeds of the cheque was credited with HDFC Bank i.e. Bank of the non applicant who credited the amount to Account of non applicant on 27.09.2011. As applicant has given cheque well in advance, He was entitled for prompt payment discount of Rs. 2, 09,960=51. But same was not given to the applicant. Therefore applicant filed grievance application on dt.09.01.2012 and claimed said prompt payment discount.

3. The Non applicant denied the grievance of the applicant .By reply dated 31.01.2012, it was submitted that as per circulars dt. 03.05.2011, dt.24.08.2011 the date of money receipt issued, after crediting the amount in the account of MSEDCL shall only be consider for allowing the prompt payment. As amount was realized on 27.09.2011 in the account of MSEDCL therefore applicant was not given prompt payment discount.

4. After hearing arguments of both the sides this Forum allowed grievance application of the applicant vide Case No.05/2012 as per order dated 06.03.2012 stating that *“The applicant is entitled for Prompt payment discount of Rs.2,09,960=51, accordingly MSEDCL is directed to revise the bill “*. Being aggrieved by said order of this forum applicant filed Writ Petition before Hon'ble High Court of Judicator Bombay Bench at Nagpur. As per order dated 13.10.2017 in Writ Petition No.2336 OF 2012 this matter is remanded back to this Forum to give parties necessary opportunity to explain the system of clearing house and credit deposit through their respective bankers and thereafter to pass fresh order as per law.

5. In view of order passed by Hon. High Court, this Forum has issued notices to the both parties. The officers of the Non-applicant bank viz. HDFC Bank as well as Bank of Applicant viz.Axis Bank, Nagpur were also summoned. The matter was fixed for hearing on dt.10.11.2017 on merits.

6. Applicant Shri. Vinod Kumar Bajaj, on behalf of Non-applicant Shri. Vairagade EE, Nodal office, MSEDCL, Nagpur, 2) Shri. ShriKumar Pise Assistant Accountant, MSEDCL Nagpur, On behalf of HDFC Bank, Shri. Pawan Janekar ,Manager, On behalf of Axis Bank, Shri Y.M. Upadhy Assistant Vice president remained present before Forum. Forum heard arguments of both the parties as well as officers of respective Banks and proceeds to decide the grievance application on merit in accordance with law.

7. During hearing, the HDFC, Bank Officer stated that as per their agreement with

Non-applicant, date of deposition of instrument is zero day and they collect the cheques from the location on daily basis through their collection agency .Accordingly the Cheque of applicant was collected by HDFC collection agency on 23.09.2011 in the evening. They further state that it was not possible for collection agency to deposit cheques in the bank in evening hours. ,hence receipt slip has acknowledgment of next date i.e. 24.09.2011 for all the cheques collected on dt.23.09.2011 from Non-applicant. The same cheque was sent for clearing on dt.24.09.2011. 25 Sept 2011 was Sunday and therefore was holiday for the bank hence Cheque was debited to client M/s Associated Biscuit Co. Ltd. account on 26 September in Axis Bank .The credit was received by them on the same day .As per TAT+2 procedure of agreement,bank had passed credit to Non-applicant on dt.27.09.2011.Hence there was no delay on their part.

8. The Axis, Bank officer has substantiated the same fact, and stated that the Cheque was debited to their client's M/s Associated Biscuit Co. Ltd account on dt.26.09.2011 and on the same day credit was passed by them to HDFC Bank. Hence there was no delay on their part.

9. Applicant and Non-applicant reiterated the same facts as per their application and written submission .Non-applicant too agreed with the clarification given by HDFC bank officer regarding cheque collection and deposition date and stated that they have already filed on record acknowledgment of cheque bearing date as 23.09.2011 and HDFC banks collection slip dt.24.09.2011 for all the Cheques received on dt.23.09.2011. As per directives of forum given during hearing, the HDFC bank submitted written statement on dt 20.11.2017 regarding deposition of Cheque by M/s Associated Biscuits

co.in the account of SE, MSEDCL, NUC i.e. Non-applicant along with copy of agreement executed between their bank and Non-applicant.

10. Due to the expiry of term of Chairperson of the Forum on dt 30.06.2017, consequent to which the matter was heard by the two remaining Members. At the time of hearing Quorum present was 1) Member Secretary & I/C. Chairman.2) Member (CPO). As per in clause 4.1(c) of MERC (CGRF & EO) Regulation2006 which reads as under,*4.1(c)“Provided also that where the Chairperson is absent from a sitting of the Forum,the technical member, who fulfills the eligibility criteria of sub-clause (b) above, shall be the Chairperson for such sitting.* Needless to say that, in absence of Hon’bleChairman,Member Secretary is In-Charge Chairman. There is difference of opinion amongst the two. Since I/Charge Chairman has one additional casting vote, therefore as per provision given in clause 8.4 of MERC (CGRF & EO) Regulation2006 which reads as under,

8.4 “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”.

Hence, the Judgment is based on majority view of I/C chairman and Member Secretary. However the separate dissenting note of Hon’ble Member (CPO) is noted in the judgment and it is part and parcel of the judgment. But the judgment is based on majority view and reasoning thereof is as under:

11. Relying on judgement of Hon’ble Bombay High Court of Judicator Bench at

Nagpur Division Bench in Writ Petition No.4595/2014 and Writ Petition No.4745/2014 dated 16.12.2015 and judgement of Hon'ble Bombay High Court of Judicator Bench at Nagpur Single Bench in writ petition No.4595/2014 dated 18.01.2016 we hold that this Forum has jurisdiction to decide this grievance application on merit and therefore we proceed to decide the grievance application on merit.

So far as merits of the case are concerned in this matter applicant prayed to set aside the delay penalty of Rs.2,09,960.51, levied by Non-applicant and refund the same with the interest at the @9.5 % per annum from the date of payment and compensation of Rs.50,000/-towards mental agony and legal expenses etc. We have perused the record and heard the arguments of both the parties. On going through the application of the applicant; it has been observed that , the instant Applicant is H.T. Consumer since 01.02.2001 and paying the energy bills regularly. That, applicant was issued the energy bill for the month of Sep' 11 on 20.09.2011 having due date 04.10.2011 & Prompt Payment date 26.09.2011. That, applicant has made the payment by Cheque having No. 220911 dated 22.09.2011 for an amount of Rs. 33, 78,830/- payable considering Prompt Payment discount. In the previous forum order it has been stated that "*The cheque was handed over to MSEDCL on dt.22.09.2011 and MSEDCL presented the cheque on dt.24.09.2011. For that purpose MSEDCL had issued acknowledgement on 22.09.2011.*" The Member (CPA)of this forum has also stated in his dissenting note that MSEDCL officials deposited cheque with their banker (HDFC)on dt.24.09.2011.But from the record it is seen that, cheque dt.22.09.2011 amounting Rs. 33, 78,830/- was in fact submitted by applicant on dt.23.09.2011 to Non-applicant, as the

date of acknowledgement given by Non-applicant is dt.23.09.2011. This Cheque was collected by HDFC Bank on 23.09.2011 only. The day 24.09.2011 being fourth Saturday was holiday for MSEDCL. Hence depositing the cheque by MSEDCL official on non-working day i.e. 24.09.2011 as held by earlier forum order and Member (CPA) is incorrect. In this regard the HDFC bank official has clarified that it was not possible for collection agency to deposit cheques in the bank in evening hours. , hence receipt slip has acknowledgment of next date i.e. 24.09.2011 for all the cheques collected on dt.23.09.2011 from Non-applicant. The same cheque was sent for clearing on dt.24.09.2011. Hence forum is of the view that, had applicant deposited cheque on 22.09.2011. It would have gone for clearing on 23rd sept instead of 24th sept .The proceed would have received by Non-applicant's account on 26th sept .In that case applicant was entitled for discount of prompt payment.

12. Secondly, the basic concept for giving the Prompt payment Discount is to encourage the consumer to pay the energy bills promptly and to receive the payment of energy bills as early as possible by the MSEDCL. Hence, the prompt payment Discount is a give and take policy of the MSEDCL by which the consumer get benefits of Prompt Payment and the MSEDCL received the Payment of Energy Bills Promptly. For that the Non-applicant had issued the circular dated 03.05.2011 and announces the policy for the benefit & convenience of the consumers that the H.T. consumers shall remit the payments to MSEDCL by way of RTGS/NEFT instead of issuance of cheques and the deadline for the same was 15th of June 2011. Non-applicant had again issued the Circular dated 24.08.2011 and extended the deadline to 15th September 2011 with a

direction to implement the same with immediate effect. **The said Circular also clarify that the date of money Receipt after crediting the amount to the MSEDCL's account shall only be considered for allowing the prompt payment discount to the consumer.** In view of the aforesaid Circulars all the H.T. Consumers were supposed to pay the electricity Bills through RTGS/NEFT instead of issuance of cheques. This facility was to ensure timely payment of Energy Charges. Further Non-applicant clarified and stated that the HT consumers were requested orally, via-email and through written communication. Also, the message to that effect was printed on the bill for the Month of Sept. 2011 along with the Public Notice which was also published in the Daily Lokmat on dt.20.09.2011. This means applicant was fully aware of Guidelines regarding correct mode of payment. In spite of these guidelines regarding payment of Electricity Charges, in the instant matter applicant paid the electricity charges through Cheque bearing dt.22.09.2011 on dt.23.09.2011. This act of applicant was totally against the guidelines given time to time through various circulars and in spite of wide publication given through news paper. The cheque submitted by applicant on dt.23.09.2011 was collected by HDFC bank on the same day. which is also clear from the written statement submitted by HDFC Bank on dt.20.11.2017 which states that, said cheque was sent for clearing on dt.24.09.2011, and as per agreement date of deposition of instrument is zero day, 25.09.2011 being Sunday, the said cheque was debited to Applicant's account on dt.26.09.2011 in Axis Bank. Credit was given to HDFC bank on the same Day. As per Tat+2 procedure which is mutually agreed by Bank and Non-applicant in the agreement executed on dt.16.04.2010, they have passed the credit to Non-applicant on dt.27.09.2011 therefore cheque received from the applicant was realized on 27.09.2011

in MSEDCL's Account as per Bank Statement filed on record. As the amount is realized in MSEDCL's account on 27.09.2011 the Consumer Ledger is updated on 27.09.2011. As per Circulars *the date of money Receipt after crediting the amount to the MSEDCL's account shall only be considered for allowing the prompt payment discount to the consumer,* hence discount was not given to the applicant is justified. Further, as the applicant has made less payment (considering Prompt Payment) the Delay Payment Charges & interest charged to the Applicant in the Bill for the Month of Oct'2011 is also justified.

13. In the light of aforesaid submissions, it is crystal clear that, the non-applicant had time to time requested their HT consumers to make payment through RTGS/NEFT to avoid the unseen complications which can arise, just like in the instant case. Applicant, in spite of having awareness of these clear directives regarding the mode of payment made payment through cheque. As such applicant himself is in default for not making the payment through RTGS/NEFT, Hence the applicant cannot be allowed to take the benefit of the default made by him. Moreover it is also clear from aforesaid analysis and Bank official statements both written and verbal that, there is absolutely no delay on part of Non-applicant and their banker in the said transaction.

14. Member (CPA) in his dissenting note has relied on judgment of the honorable supreme court of India in the matter of Income Tax vs Ogle Glass Works Ltd. which states that "*Cheque should operate as payment unless defeated by Dishonor*". hence date of payment is date of deposit of cheque which in his opinion is 22.09.2011. But it is clear from acknowledgment slip that Cheque bearing dt as 22.09.2011 is actually submitted to Non-applicant on dt 23.09.2011. In the instant matter grievance is not about the whether energy charges are paid or not but it is about dt of realization of cheque's

proceed in non-applicant's account as this is the date which determines whether discount is to be given or not .In the instant matter, it is clearly seen that proceed is actually received on 27.09.2011 and for this applicant is responsible as he had choice of payment through RTGS/NEFT, instead he adopted the wrong choice which leads to complications discussed as above. Hence Non-applicant cannot be held responsible for error committed by applicant. Therefore the earlier order of this forum is incorrect, needs to be quashed and to be set aside. The said grievance application therefore deserves to be dismissed.

Separate note by Member (CPO) Mr. N. V. Bansod in Case No. 5/2012 dated 5-1-2018

(1) We heard the arguments of the applicant, Non applicant as well as Mr. Pawan Janekar for H.D.F.C. Bank (Non applicant's banker) and Mr. Y.M. Upadhy Assistant Vice president of Axis Bank on 10-11-2017 and perused their submissions and documents in the case file, but file is sent to me for Note on 5-1-2018. After almost 56 days without concurrence of Reg. 8.4 of above Regulations i.e. discussion on any point or points.

(2) This case was decided earlier on 6-3-2012 and was ordered as under with detailed reasoning.

- (a) The applicant is entitled for prompt payment discount of Rs.209960/51 Ps,
- (b) MSEDCL is directed to revise the bill accordingly.

(3) Honourable Justice B.P. Dharmadhikari in the High Court of Judicature at Bombay, Nagpur Bench in Writ Petition No. 2336 of 2012 remanded this case with observations in Para 4 & 5 i.e. – The forum shall there after give parties necessary opportunity to explain the system of clearing house and credit deposit

through their respective Bankers. The forum thereafter shall pass fresh orders as per law. It is an undisputed fact that Non applicant issued the bill No. 201109269952043 dated 20-9-2011 for September 2011 for Rs.3588790/- and applicant paid the electricity bill vide Cheque No. 220911 dated 22-9-2011 claiming prompt

(4) payment discount of Rs.209960/- as paid well in advance before 26-9-2011 (date to claim prompt payment discount) but Non applicants banker H.D.F.C. credited the bill amount to the credit of MSEDCL on 27-9-2011. On this pretext MSEDCL disallowed the prompt payment discount to the applicant assuming it is credited in their account on 27-9-2011 and replying on circular of Mahavitaran dated 24-8-2011 with subject – Collection of consumer's energy bills through RTGS/NEFT, on sole basis of date of money receipt issued after realization of the cheque.

(5) It is also an undisputed fact that due date for above bill was 4-10-2011 and prompt payment was dated 26-9-2011. Applicant handed over above cheque to MSEDCL on 22-9-2011 claiming prompt payment discount before 26-9-2011.

(6) MSEDCL officials deposited cheque with their banker (HDFC) on 24-9-2011 even though paying slip was made ready on 23-9-11 and said cheque was cleared on 26-9-2011 by debiting Applicant's account by their banker (Axis Bank) and credit of cheque was available with HDFC (MSEDCL's Bank).

(7) The sequence of day & date for the month of September 2011 is as under.

29.9.11	21.9.11	22.9.11	23.9.11	24.9.11	25.9.11	26.9.11	27.9.11	28.9.11	29.9.11
Tues- day	Wednes- -day	Thrus- -day	Friday	Satar- -day	Sunday (Holid- -y)	Monday (Date of debit to the Appli- -cant's A/c. in Axis Bank & credit to the Account of HDFC (NA. Banker)	Tues- -day	Wedne- -sday	Thrus- -day
date of Bill		Date of chequ e & date of deposi t					Credit to N.A's A/c with HDFC		

24-09-2011 & 25-09-2011 were 4th Saturday & Sunday i.e. holiday with MSEDCCL and banks were working on 24-09-2011 and as per agreement, speed collection (Meter & Mini Meters) in MICR cheque is day 2 and date of depositing of instruments within cut off time is Day Zero.

On perusal of certificate issued by Axis Bank and statement of A/c. of Applicant the aforesaid cheque was passed by Axis Bank by debiting applicant's A/c. on 26-9-2011.

(Annexure(13 & 14)

On perusal of aforesaid circular of Mahavitaran dated 24-8-2011, the relevant Important Text in para is as under.

"In order to avail the prompt payment discount, the consumer's pay their bills within a period of 7 working days from days from the date of issue of bills or within five days from the receipt of bill, whichever is later".

(A) From date of issue of bill i.e. 20-9-2011 – 7th working day was 29-9-2011(24/9 & 25-9-2011 was not working day as holiday to Non Applicant).

Bill was received by Applicant on 22-9-2011 & deposited with Non Applicant on 22-9-2011 – 5th working day was 29-9-2011 (excluding 24 & 25-9-2011 as holiday with Non Applicant).

Hence the contention and action of Non Applicant is totally against the principles of the circular of their own. Head office done wrong interpretation and to put curtain on the negligence of their own staff in depositing the cheque with HDFC on 24-9-2011 instead of 22-9-2011 of 23-9-2011 for such a huge amount defeating moto of Head office to get amount promptly. Therefore it is proved beyond doubt that the Applicant's A/c was debited on 26-9-2011 (Axis Bank) and credited to H.D.F.C. bank on 26-9-2011.

(B) The Text of letter of HDFC dated 20-11-2017 is as under.

“The cheque was sent to clearing by HDFC Bank Ltd. On 24-9-2017 and credit given to the S.E. MSEDCL, HT.NUC. Account on 27-9-2017 As TAT+2. The agreement copy is attached herewith for your reference”,
As per agreement date of deposition of instruments is Zero day and 25 Sept was Sunday. Cheque was debited to client account on 26 September in Axis bank and credit received to us on Same day. We had passed credit to M/s. S.E., MSEDCL, HT. NUC Account on 27-9-2011 as per agreement.

H.D.F.C. officials lost senses while drafting the above letter and mentoned dated as 24-9-2017 & 27-9-2017 instead of 24-9-2011 & 27-9-2011 which is corrected in Next Para.

(C) As per clearing house procedure, all the member banks of clearing house with R.B.I. gathered 1st at 11.30 to 12 & then at 3 P.M. and exchange their cheques with representative of respective bank (other banks) and amount of cheques were 1st credited or debited in account of corresponding banks maintained with R.B.I.

Therefore on 26-9-2011 Account of Applicant was debited by his banker(Axis bank) on 26-9-2011 as well as amount of cheque was debited in Axis bank A/c. with R.B.I. and credit of cheque was given to HDFC bank A/c. maintained with RBI. On 26-9-2011. This proves that Non Applicant's bank has received the amount of the cheque of Applicant on 26-9-2011 and Applicant was entitled for prompt payment discount as bill paid was on or before 26-9-2011.

(D) The Dialama of the dispute is between Non Applicant and their Banker H.D.F.C. Bank and credit to Non Applicant account is given on 27-9-2011 due to faulty agreement with their banker and negligence of staff of Non Applicant in non depositing the cheque of Applicant with HDFC promptly on 22-9-2011 or 23-9-2011.

Hence applicant's payment is on or before 26-9-2011 as per above para A, B, C, D above i.e. date for prompt payment discount and Applicant is entitle for prompt payment discount and contention and interpretation of Non Applicant is totally false, baseless and deserves to be discarded as well as IGRC order is illegal deserved to be quash and setside.

During Aruguments applicants representative strongly protested the illegal action of the officials of Non Applicant by harassing prudent consumers and unnecessarily dragged in litigation since 6-3-2012 before the High Court without implementing order of CGRF dated 6-3-2012. It is also said that Applicant was put to mental physical, financial harassment as well as put to unnecessary legal expenses to the tune of Rs.50000/- and applicant is derived from use of amount

of prompt payment discount Rs.209960/- which was used illegally by Non Applicant and prayed for refund of Rs.209960/- with interest @ 9.5% P.A. from date of deposit till date of payment.

Applicant in Arguments as well as written notes of Arguments dated 21-11-2017 in Para 5 rely on the Judgement of the Hon'ble Supreme Court of India in the matter of Commissioner of Income Tax versus M/s. Ogle Glass Works Ltd (1954 AIR 429) in para 829 as under.

“Cheque should operate as payment unless defeated by Dishonour”.

i.e. Date of deposit of cheque on 22-9-2011 as date of payment because not defeated by dishonor and it was debited to the A/c. of Applicant as well as his bank on 26-9-2011 & credited to Non Applicant Bankr's A/c. on 26-9-2011. The Judgement of Apex court is binding all courts & parties and fully rely on ratio as it is totally identical to the this case and can be applied, Which has cleared further controversies in the mind of Non applicant and Non Applicant shall refer the matter to their head office as the aforesaid circular is null & void as per Apex Court's Judgement.

Hence as per judgement referred above the date of payment of energy bill is date of presentation of cheque i.e. 22-9-2011 well in advance before 26-9-2011 entitling applicant for prompt payment discount. Hence aforesaid circular of Non Applicant is also deserves to be discarded and it is null & void as against the clear Supreme Court ruling and invalid as per Req.19.2 of the MERC (Electricity Supply Code & other conditions of supply) Regulation 2005.

(3) On perusal of 2nd para of para 8 of his application it is clear that the amount of prompt payment discount of Sept-2011 was levied alongwith delayed paymnt in the bill for Oct-2011 i.e. Rs.66220/- and paid by Applicant on 25-10-2011 under protest even though the payment on 22-9-2011 or 26-9-2011 i.e. before due date 4-10-2011.

(7) In view of the above observations, it is proved that the entire action of Non Applicant is illegal and deserves to discarded.

The Section 62(6) The Electricity Act.2003 reads as under.

“If any licensee or a generating company recovers a price or charge exceeding the tariff determined under this section, the excess amount shall be recoverable by the person who has paid such price or charge along with interest equivalent to the bank rate without prejudice to any other liability incurred by the licensee”.

Hence Applicant is entitle for refund of Rs.209960.51 Ps. Towards prompt payment discount from 26-9-2011 till its payment with interest at the bank.

In view of the observations in Para 9 above and as per prayer of Applicant, Applicant's demand for mental, physical, economical harassment, as per Reg.8.2 (CDE) of MERC (CGRF & EO) Regulation 2006, awarding compensation of Rs.25000/- will meet the end of Justice and the amount of compensation shall be recovered from the salary of concerned responsible official of Non Applicant as per principle laid down by Supreme Court of India (AIR 1994 Supreme Court 787) in the matter of M/s. Lucknow Development Authority V/S M.K. Gupta.

Hence the following order as application deserves to be allowed.

ORDER

- (1) Non Applicant is directed to refund Rs.209960.51 Ps. Amount of prompt payment discount with interest at Bank rate from 26-9-2011 till date of payment.
- (2) Non Applicant is further directed to pay Rs.25000/- as compensation for physical, mental, economical harassment and burden of legal expenses.
- (3) Copy of this order shall be sent to Head Office of the Non applicant.
- (4) The compliance of this order shall be done within 30 days from the date of this order.

This means that when chairperson is appointed in the CGRF & Joined and he is absent from sitting of the forum, then technical member, shall be the chairperson for such sitting (during leave, sick leave etc) but presently the Chairperson's post is vacant in the forum on date of sitting, so the technical member and member (CPO) can continue to run sitting and decides the cases as per regulation 5.2 of said regulation but technical member does not get position of Chairperson and second & casting vote, which is done in earlier cases after 16/5/2017. In entire MERC (CGRF & EO) regulations 2006 post of only Technical Member is notified but no post of Member Secretary is notified and hence self designating as Member Secretary is against provisions of above regulation. Hence order of the Technical person or so called member secretary cannot be a Majority order.

Naresh Bansod
Member (CPO)

15. From the above discussion it is clear that, the applicant utterly failed to follow the clear directives of Non-applicant's relevant circulars. In view of clarification given by HDFC Bank officer about system of deposit and clearing, there is absolutely no

Flaw/delay on the part of Non-applicant and their banker (HDFC) while carrying out cheque transaction, as everything has been done according to the agreement and without any delay. As per Departmental Circulars dt. 03.05.2011 and dt.24.08.2011 issued by Non-applicant, it was directed to HT consumers to make payment of Energy Charges through RTGS/NEFT only. This mode of payment facilitates the HT consumer or group of HT consumers who wants prompt payment discounts stipulated in the circulars then in such cases it was mandatory for the applicant to strictly adhere to Option given under these circulars. Hence In view of above discussion, applicant is not entitled for any relief as per his grievance application. We pass the following order by a majority.

ORDER

- i. The earlier order of this forum is incorrect, needs to be quashed and therefore set aside.
- ii. The Grievance Application no.05/2012 is hereby dismissed.

Sd/-
(Shri.N.V.Bansod)
MEMBER

Sd/-
(Mrs.V.N.Parihar),
MEMBER/SECRETARY/& I/CHAIRMAN