

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

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**Case No. CGRF(NUZ)/0138/2006**

- Applicant : Shri Eknath Walgu Humane,  
At Indora Math ohalla,  
Nagpur.
- Non-Applicant : The Nodal Officer-  
Executive Engineer,  
Civil Lines Division,  
Nagpur representing the MSEDCL.
- Quorum Present : 1) Shri S.D. Jahagirdar,  
Chairman,  
Consumer Grievance Redressal  
Forum,  
Nagpur Urban Zone,  
Nagpur.
- 2) Smt. Gouri Chandrayan,  
Member,  
Consumer Grievance Redressal  
Forum,  
Nagpur Urban Zone,  
Nagpur.
- 3) Shri S.J. Bhargawa  
Executive Engineer &  
Member Secretary,  
Consumer Grievance Redressal  
Forum, Nagpur Urban Zone,  
Nagpur.

**ORDER (Passed on 29.07.2006)**

The present grievance application has been filed on 11.07.2006 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.

The grievance of the applicant is in respect of excessive and unjust billing.

Before approaching this Forum, the applicant had filed his complaint, being complaint dated 22.03.2006 on the same subject matter of the present grievance before the Internal Grievance Redressal Cell as per the said Regulations. The Cell, upon enquiry, replied the applicant by its letter, being letter no. 4131 dated 14.06.2006, that the Assistant Engineer concerned has already issued a revised bill to the applicant giving a credit of Rs. 1152=14 to him.

The applicant was not satisfied with the reply given to him by the Internal Grievance Redressal Cell and hence he filed the present grievance application before this Forum under the said Regulations.

The matter was heard by us on 28.07.2006.

A copy of the non-applicant's parawise report dated 19.07.2006 was duly received by the applicant before the date of hearing. He was given adequate opportunity to offer his say on this parawise report also.

The grievance of the applicant is that an unjust improper and excessive energy bill amounting to Rs.10,260/- was issued by the non-applicant on 19.01.2006 showing therein erroneous consumption of 3331 units in one go. It is his say that although his meter, being meter no. 90036361616, was always accessible for meter reading purpose since February 1999, the meter readers did not record metered consumption from time to time with the result that incorrect

energy bills came to be issued based on average basis. He did make a complaint on 08.06.2005 to the Jr. Engineer In-charge Kadbi Square S/Stn. of the non-applicant Company requesting for issuance of energy bills as per metered readings. He further contended that in most of his energy bills remarks like 'RNT' ( Reading Not Taken), 'REJ' (Reject reading ) and 'lock' were appearing and that the same previous and current readings were shown in his energy bills in a majority number of his energy bills. He had also earlier raised a dispute in respect of excessive energy bills viz. his energy bill dated 19.05.2005 for Rs. 2010/- for 595 units and also about his energy bill of Rs.10,260/- dated 19.01.2006 before the officers of the non-applicant Company. However, no satisfactory remedy was provided to his grievance. He added that he had already paid the amount of his disputed energy bill of Rs. 10,260/- in installments in order to avoid disconnection of his power supply.

He vehemently argued that the disputed energy bill of Rs.10,260/- dated 19.01.2006 showing erroneous consumption of 3331 units pertaining to past four years was unjust, improper and illegal.

The applicant is also not satisfied with the credit already given to him by the non-applicant.

He lastly prayed that his disputed energy bill may be revised appropriately.

The non-applicant has stated in his parawise report dated 19.07.2006 as well as in his oral submissions that energy bills on average basis came to be issued to the applicant since September 2002. Subsequently, a revised bill

was issued pertaining to the period from August 2002 to January 2006 for a period of 42 months and a credit of Rs. 1152=14 was given to him. This credit was given in the billing month of June 2006. According to the non-applicant, a credit balance of Rs. 821=94 is available to the applicant upto the billing month of June 2006. He further submitted that energy bills as per metered readings are issued to the applicant since February 2006 and onwards.

He has produced copies of following documents alongwith his parawise report.

- 1) Assistant Engineer, MRS S/Dn., MSEDCL, Nagpur's letter, being letter no. 380 dated 30.05.2006 addressed to the Superintending Engineer, NUC, MSEDCL, Nagpur on the subject of compliance of the applicant's complaint.
- 2) Office note dated 18.05.2006 showing detailed calculation of units charged to the applicant during the period of 42 months from August 2002 to January 2006.
- 3) Applicant's CPL for the period from January 2002 to June 2006.

He lastly submitted that appropriate orders may be issued in the present case.

We have carefully gone through the record of the case, documents produced on record by both the parties as also all submissions, written & oral, made before us by both the parties.

The grievance of the applicant in the present case is pertaining to charging him erroneously over a period of 42 months from August 2002 to January 2006 in one go without informing the applicant about the manner in which such a bill was issued.

To a pointed question asked by us to the Nodal Officer of the non-applicant Company in the context of the applicant's disputed energy bill dated 19.01.2006, he unhesitatingly admitted that the energy bill amount in question was pertaining to a period of 42 months from August 2002 to January 2006 and that the same was not shown continuously recoverable prior to 19.01.2006. The Office-Note dated 18.05.2006 produced on record by the non-applicant clearly shows that it was proposed to charge the applicant for 5655 units from August 2002 to January 2006 as against 6915 units already charged earlier. This figure of 5655 units seems to have been arrived at by considering the applicant's previous meter reading of 3006 units as it stood in September 2002 and his meter reading of 8661 as it stood in January 2006. The disputed energy bill dated 19.01.2006 for Rs. 10,260/- was corrected in June, 2006 and a credit balance of Rs. 821=94 was shown as available to the applicant in his billing month of June 2006. However, the applicant had paid the amount of Rs.10,260/- in the meantime. The record shows that the applicant did pay amount of first installment Rs. 3500/- on 23.01.2006 and amount of second installment of Rs. 3760/- on 20.02.2006 against his disputed energy bill amount of Rs.10,260/-. The date of payment of the third installment for the residual amount is not on record. However, the

non-applicant had not denied payment of the entire amount of Rs. 10,260/-.

The main issue for consideration before us is whether the applicant's disputed energy bill dated 19.01.2006 was proper & legal. The admission of the Nodal Officer supports the applicant's contention that he (the applicant) was issued excessive and illegal energy bill in violation of legal provision contained in Section 56 (2) of the Electricity Act, 2003.

The applicant was earlier charged for 6915 units for the period from August 2002 to January 2006 and subsequently this figure was reduced to 5655. So, subsequently, credit for  $6915 - 5655 = 1260$  units came to be granted to the applicant. However, the record shows that the applicant had been paying almost all energy bill amounts from time to time right from August 2002 as per bills issued earlier on average basis. He is again charged for 3331 units in January 2006 for Rs. 10,470.56 and this amount includes the differential arrears pertaining to past 42 months. The disputed energy bill dated 19.01.2006 was, therefore, aiming to recover the past arrears for a period of 42 months in one go without having been shown as continuously recoverable earlier since August 2002. The non-applicant during the course of his oral submission has also admitted before us that energy charges for the whole period of 42 months should not have been shown as recoverable in his disputed energy bill and that the disputed energy bill was issued in violation of Section 56 (2).

Section 56 (2) of the Electricity Act, 2003 clearly stipulates that notwithstanding anything contained in any

other law for the time being in force, no sum due from any consumer under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.

In view of this legal provision, the applicant's disputed energy bill dated 19.01.2006 contemplating recovery of arrear of energy charges for the whole period of 42 months was not correct and legal. What is permissible by Section 56 (2) is recovery of such arrears only limited to the period of 24 months prior to January 2006 in the instant case and it was not permissible for the non-applicant to claim recovery of energy charges older than this period of 24 months prior to January 2006.

Evidently the credit already given to the applicant is not adequate.

In the result, we allow the applicant's grievance application and direct the non-applicant to issue a revised energy bill to him keeping in view the above directions. Interest charged, if any, on the non-recoverable arrear amount shall be refunded to the applicant by giving him appropriate credit.

The non-applicant shall report compliance of this order to this Forum on or before 31.08.2006.

Sd/-	Sd/-	Sd/-
<b>(S.J. Bhargawa)</b>	<b>(Smt. Gauri Chandrayan)</b>	<b>(S.D. Jahagirdar)</b>
Member-Secretary	MEMBER	CHAIRMAN

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

**Member-Secretary  
Consumer Grievance Redressal Forum,  
Maharashtra State Electricity Distribution Co.Ltd.,  
Nagpur Urban Zone, NAGPUR**