

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

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**Case No. CGRF(NUZ)/158 /2006**

Applicant : Shri Rajendraprasad Khutate  
At Khandelwal Traders,  
Bus Stand, Narkhed,  
Tal. Narkhed,  
Dist. Nagpur.

Non-applicant : MSEDCL represented by  
the Nodal Officer-  
Executive Engineer,  
Katol Division, NUZ, MSEDCL,  
Nagpur.

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

2) Shri S.J. Bhargawa  
Executive Engineer &  
Member Secretary,  
Consumer Grievance Redressal  
Forum, Nagpur Urban Zone,  
Nagpur.

**ORDER (Passed on 06.11.2006)**

The present grievance application has been filed on 16.10.2006 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 erroneous amount of arrears shown as recoverable from him

upto the end of December, 2000, which according to him, is not in tune with the orders passed by the Civil Judge, Jr. Division, Narkhed on 29.10.2005 in regular Civil Suit No. 68/2000 and also in respect of his allegedly unjust and improper energy bill for the month of January, 2001 amounting to Rs. 40,826=45. His grievance is also in respect of allegedly illegal disconnection of his power supply,.

The facts of the case in brief, are as under:.

The applicant is an I.P. consumer of the non-applicant Company vide consumer no. 426460000243. The non-applicant issued energy bill of Rs. 1,26,922/- on 12.01.2001 for the period ending 31.12.2000 which was challenged by the present applicant before the Court of Civil Judge, Jr. Division, Narkhed by filing a regular Civil Suit, being C.S. No. 68/2000. The Civil Judge, Jr. Division, Narkhed partly decreed the suit by passing order, being order dated 29.10.2005, declaring that the energy bill of Rs. 1,26,922/- is excessive and illegal. It is also held by the Court that the erstwhile MSEB (now MSEDCL) which was a defendant in the aforementioned Civil Suit is entitled to recover outstanding amount of electricity bills from the present applicant except the current bill amounts for the months of September, 2000 and October, 2000. Accordingly, the non-applicant issued a letter, being letter no. 313 dated 07.04.2006, informing the applicant that keeping in view the Court's orders the arrear amount payable by him comes to Rs. 75,846/-. Since he did not pay the arrear amount, his power supply was disconnected temporarily on 24.07.2006 after serving him with a prior notice dated 16.06.2006. The applicant was aggrieved by this decision and

hence, he filed a complaint dated 12.08.2006 before the Internal Grievance Redressal Cell ( in short the Cell). The Cell, upon enquiry and hearing, decided the matter and informed the applicant by its letter, being letter no. 7574 dated 27.09.2006, that the arrear amount recoverable from the applicant in terms of the Court's Order should be worked out by the concerned Engineer after taking into consideration any payments already made towards the payable arrear amount and that the applicant's power supply restored immediately after he makes the payment of the due amount. The applicant was not satisfied with the decision given by the Cell and hence, the present grievance application.

The matter was heard by us on 02.11.2006 and 04.11.2006 and both the parties were given adequate opportunity to put forth their respective say.

In the present case, following issues are involved for decision.

- 1) What is the exact quantum of the arrear amount payable by the applicant upto the end of December, 2000 in terms of the Civil Court's order dated 29.10.2005?
- 2) Whether the applicant's grievance in respect of his current bill for January, 2001 deserves any consideration?
- 3) Whether the non-applicant's action of disconnection of applicant's power supply was correct and legal;

As regards the issue no. (1), the applicant has relied upon the Civil Court's order dated 29.10.2005, a copy of which has been produced on record. His contention is that he

has already paid an amount of Rs. 70,000/- on 07.02.2001 vide receipt no. 8523298 as per Court's order and that the non-applicant has not taken into consideration the fact of this payment. According to him, the non-applicant's letter dated 07.04.2006 has shown recovery of amount of Rs. 75,846/- from him and that, in effect, he is liable to pay an amount of Rs.5846/- only considering the fact that he has already paid amount of Rs.70,000/- on 07.02.2001 out of the arrear amount of Rs. 75,846/-. The non-applicant did not inform him as to the exact quantum of arrear amount payable by him in terms of the Court's order though he had requested to let him know this amount. He also contended that his power supply was disconnected on 24.07.2006 without giving him any prior notice to that effect with the result that he has been suffering financial loss.

He has also contended that multiplying factor 3 was wrongly shown in his energy bills in the months of November-2000, December-2000 and January, 2001 with the result that he was billed excessively. He added that the applicable multiplying factor of his meter C.T. was throughout 1 barring the billing months of November 2000, December, 2000 and January, 2001.

He has also produced on record a manuscript copy of energy bill dated 10.02.2001 for Rs. 31,680=49 issued by the Assistant Engineer O&M Sub/Dn., MSEB, Narkhed. This energy bill covers the period of billing months of November 2000, December 2000 and January 2001. Relying on this bill, the applicant contended that applicable multiplying factor is rightly shown to be one in this bill and not 3 as wrongly

claimed by the non-applicant. It is his claim that he had already paid this bill amount of Rs. 31,680/-. He reiterated that this was the correct energy bill issued to him by the Assistant Engineer.

He has also produced on record a copy of the relevant extract of the Note-book showing the various readings of his I.P. meter right from the date 29.09.2000 upto and inclusive of 21.02.2002. It is his say that readings were duly certified by the concerned meter readers under their signatures from time to time.

He has relied upon this document and he claims that the arrear amount payable by him for the months of November 2000, December, 2000 was not correctly worked out. It is his submission that the entire calculations made by the non-applicant in respect of the exact quantum of arrear amount payable by him upto the end of December 2000 in terms of the Civil Court's orders have not been done correctly and properly by the non-applicant. The arrear amount of Rs.75,846/- shown as recoverable by him is not acceptable to him. He has also disputed inclusion of arrear amount of Rs.19,880/- pointed out by Audit in this bill on the ground that the same was wrongly included in this arrear amount.

He lastly prayed that the non-applicant be directed to work out proper and correct arrear amount payable by him as per Civil Court's Order.

The contention of the non-applicant is that the non-applicant was entitled to recover the outstanding arrear amount of electricity bills upto the end of December, 2000 from the applicant in terms of the Court's order excepting the

amounts of current bills for the months of September and October, 2000. He has produced on record a detailed statement showing the electricity bill amounts raised against the applicant right from the billing month of January, 2000 upto and inclusive of February, 2001 monthwise. He has shown in this statement monthwise current bill amounts, arrear amount accumulated by the applicant, amounts already paid by him alongwith dates of payments and the balance amount payable by the applicant at the end of every month. Relying on this table, the non-applicant contends that the current bill amount for the month of December 2000 was Rs. 5544=31 and an arrear amount of Rs.1,21,377/- had remained to be un-paid till the end of November, 2000. Thus, a net amount of Rs.1,26,922/- was payable by the applicant till and inclusive of 31.12.2000. For this purpose he has relied upon entries made in the applicant's CPL from time to time. He further states that the energy bill amounts for the months of September and October, 2000 amounting to a total of Rs.34,282/- has duly been substracted as per Court's order from the arrear bill amount of Rs.1,26,922/-. He strongly contended that an arrear amount of Rs.1,10,128/- was correctly worked out as arrear amount payable by the applicant and that after deducting the applicant's energy bill amount for the months of September & October, 2000 amounting to Rs.34,282/-. The net arrear amount payable by the applicant rightly comes the 75,846/-. The applicant was accordingly informed by letter dated 07.04.2006 asking to pay this arrear amount.

He added that the applicant was also served with a prior notice, being notice no. 64 dated 16.06.2006, asking

him to pay this arrear amount failing which his power supply would be disconnected. Since the applicant did not pay this arrear amount till 23.07.2006, his power supply was temporarily disconnected on 24.07.2006. The applicant was duly served with a second notice on 30.08.2006 asking him to pay arrear amount of Rs. 1,14,494=09 which had remained un-paid till the end of June-2006 failing which his power supply would be permanently disconnected. Since no payment was made by the applicant despite the aforementioned notice, his power supply came to be permanently disconnected on 14.10.2006.

As regards the applicant's contention in respect of allegedly incorrect inclusion of arrear amount of Rs. 19,880/- pointed out by the audit, the non-applicant's say is that this issue was very much there before the Civil Court in Civil Suit No. 68/2000 and the Civil Court has upheld inclusion of this amount.

As regards the applicant's contention that a manuscript bill of Rs.31,680=49 pertaining to the billing months of November, December 2000 and January, 2001 was issued on 10.02.2001, the non-applicant's say is that this manuscript bill is a fictitious bill and that it does not in any way tally with the relevant details recorded in the applicant's CPL in the natural course of business. He further added that the subject-matter of the current bills for the month of November and December, 2000 was before the Civil Court and that the Civil Court has already ordered that the non-applicant is entitled to recover the outstanding arrear amount from the applicant upto 31.12.2000 excepting the

current bill amounts of the billing months of September and October, 2000. He has urged that the manuscript energy bill dated 10.02.2001 for Rs.31,680=49 claimed to be issued by the Assistant Engineer O&M Sub-Dn., MSEB, Narkhed may not be accepted as it has no locus-standi.

As regards the applicant's claim in respect of the applicable multiplying factor in the billing months of November, December, 2000 and January, 2001, the non-applicant's say is that the applicant's meter C.T. was changed in November, 2000 and his energy bills for these three months came to be rightly issued according to the meter C.T. ratio which indicated applicable multiplying factor as 3.

He lastly prayed that there is no substance in the applicant's grievance and that the applicant be directed to pay the outstanding amount at the earliest.

The matter in respect of the exact quantum of arrear amount payable by the applicant till the end of December, 2000 has un-necessarily been complicated by the both the parties.

It is crystal clear that the Civil Court has held the bill amount of Rs.1,26,922/- shown in the billing month of December, 2000 as excessive and illegal. The Civil Court has also clearly held that the non-applicant is entitled to recover outstanding arrear amount of electricity bills from the applicant upto the end of December, 2000 except the current bill amounts for the billing months of September and October, 2000. It is also an un-disputed fact that the current bill amounts for the billing months of September and October, 2000 were respectively Rs.17,050=32 and Rs.17,231=96. The



total of these two bills comes to Rs.34,282=28 i.e. Rs.34,282/-. The arrear amount shown as recoverable upto the end of December, 2000 was Rs. 1,26,922/-. Hence, it follows that the non-applicant was entitled to recover an amount of Rs.1,26,922/- (-) Rs. 34,282/- = Rs. 92,640/- from the applicant. This is as per the Civil Court's order dated 29.10.2005. Out of this amount, the applicant has already paid an amount of Rs.70,000/- on 07.02.2001. Payment of this amount is also reflected in the applicant's CPL in the billing month of February, 2001. In that, it is shown that a total amount of Rs. 78,350/- has been paid by the applicant. The above amount of Rs. 70,000/- seems to be included in this amount of Rs.78,350/-. Hence, the residual arrear amount that becomes payable by the applicant in terms of Court's order comes to (Rs. 92,640/- (-) Rs. 70,000=) Rs.22,640/-. The compliance of the Court's order will be accomplished if the applicant pays this residual amount of Rs.22,640/- to the non-applicant. The non-applicant ought to have informed the applicant that the quantum of arrear amount payable by him in terms of the Court's order is Rs. 92,640/- and further that the residual amount that remains to be paid by him is Rs. 22,640/-.

Since the Civil Court has already held that the non-applicant is entitled to recover the outstanding arrear amount from the applicant inclusive of December, 2000 excepting the current bill amounts for the months of September and October, 2000, the other issues raised by the applicant do not survive as they have already been covered in the Court's orders. The points regarding inclusion of arrear amount of Rs.19,880/- pointed out by the audit as well as

inapplicability of correct multiplying factor raised by the applicant, therefore, do not survive.

As regards issue no. (1), we now direct that the non-applicant is entitled to recover an amount of Rs.92,640/- from the applicant in terms of the Civil Court's order upto the end of December, 2000 and that since the applicant has already paid Rs. 70,000/- out of this amount, the non-applicant is entitled to recover the residual amount of Rs. 22,640/- from him. The applicant should, therefore, pay this residual amount within one month.

The second issue regarding the current bill for the month of January, 2001 was not before the Civil Court. The applicant is challenging this energy bill of January, 2001 before this Forum in October, 2006 i.e. much after lapse of two years' period from the date on which the cause of action has arisen. Hence, in terms of Regulation 6.6 of the said Regulations, this grievance cannot be admitted by this Forum.

As regards the issue no. (3), applicant's contention is that his power supply was disconnected without any prior notice to him. We are of the firm view that this contention is devoid of any merits in as much as the non-applicant's record proves beyond doubt that the applicant was duly served with a prior notice dated 16.06.2006 before his power supply was temporarily disconnected on 24.07.2006 and with another notice dated 30.08.2006 before his power supply was permanently disconnected on 14.10.2006. These notices were issued since the applicant did not pay the arrear amount. There is, therefore, no substance at all in the applicant's

grievance regarding his power disconnection. We hold that the non-applicant's action in this regard was correct and legal.

In the result, we partly allow the applicant's grievance application and dispose it off in terms of this order.

Both the parties shall report compliance of this order to this Forum on or before 15.12.2006.

**Sd/-**  
**(S.J. Bhargawa)**  
Member-Secretary

**Sd/-**  
**(S.D. Jahagirdar)**  
CHAIRMAN

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

**Member-Secretary**  
**Consumer Grievance Redressal Forum,**  
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