

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

Case No. CGRF(NUZ)/0161/2006

- Applicant : Shri Avinash V. Prabhune,
85, S.E. Railway Colony,
Ranapratapnagar,
Nagpur – 440 022.
- Non-Applicant : MSEDCL represented by the
Nodal Officer-Executive Engineer,
Congressnagar Division, NUZ,
Nagpur.
- 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 28.11.2006)

The present grievance application has been filed on
31.10.2006 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 violation by the non-applicant of legal provision contained in Regulation 15.5.1 of the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 hereinafter referred-to-as the Supply Code Regulations pertaining to due date of payment shown in his energy bill of December, 2006. His grievance is also in respect of showing false 'locked status' of his meter in November, 2005 and in respect of delayed distribution of his energy bill of November, 2005. He also disputed the amount of his energy bill dated 07.12.2005 which, according to him, is excessive.

The applicant had earlier raised his grievances by addressing his complaint application dated 22.11.2005 to the Assistant Engineer, MSEDCL, Trimurthy Nagar, Sub-Division, Nagpur followed by another application dated 26.12.2005 and his third application dated 06.02.2006 addressed to the Executive Engineer, Congressnagar Division, MSEDCL, Nagpur. However, no satisfactory remedy was provided to his grievances and hence, the present grievance application.

Since the applicant had already intimated earlier his grievances to the Assistant Engineer / Executive Engineer of the non-applicant Company, such an intimation is deemed to be the intimation given to the non-applicant's Internal Grievance Redressal Cell in terms of Regulations 6.4 of the said Regulations.

The matter was heard by us on 21.11.2006 & 24.11.2006.

The applicant's first grievance is in respect of violation of legal provision contained in Regulation 15.5.1 of the Supply Code Regulations.

The applicant's contention in this respect is that this legal provision contemplates that the due date for the payment of bill shall be not less than 21 days from the bill date in the case of residential consumers. As against this legal position, energy bill issued to the applicant on 07.12.2005 makes a mention of due date of payment of bill amount as 23.12.2005. He, therefore, stressed that a time limit of less than 21 days from the bill date was made available for making payment of the bill amount. This, according to him, has contravened the legal provision of Regulation 15.5.1 of the Supply Code Regulations.

The non-applicant, on his part, has not given any substantial and convincing reasons in this regard. Whatever has been stated by him in his parawise report is vague and irrelevant. It has also been stated by him that the applicant has taken the matter as a prestige issue since in his previous representation against the non-applicant Company before the District Consumer Redressal Forum, the applicant was not awarded quantum of compensation as expected by him.

According to us, there is no substance at all in the non-applicant's reasoning. The non-applicant ought to have provided 21 days' time as laid down in Regulation 15.5.1 of the Supply Code Regulations for payment of the energy bill in question by the applicant. As is evident from the text of the energy bill dated 07.12.2005, there cannot be two opinions that the due date of payment viz. 23.12.2005

shown in this bill was un-doubtedly less than 21 days from the bill date viz. 07.12.2005.

In this respect, the applicant has produced on record a copy of the order dated 11.10.2006 passed by the MERC in case no. 12/2006 in the matter of seeking to maintain the due date of payment of bills as 15 days for all consumers of MSEDCL. This petition was filed by the MSEDCL before the MERC which dismissed the petition being not maintainable. The MERC is of the view there is no requirement to amend Regulation 15.5.1 of the Supply Code Regulations or issue any direction under Regulation 24 thereof as sought by the petitioner-MSEDCL. The applicant has relied upon this order passed by the MERC.

In view of above, we hold that the non-applicant erred in not giving the prescribed time limit to the applicant for payment of his energy bill dated 07.12.2005. In that, the non-applicant has violated the legal provision of Regulation 15.5.1 of the Supply Code Regulations.

The grounds raised by the non-applicant are totally incorrect and illogical.

The grievance raised by the applicant is thus quite genuine and legal.

We now direct the non-applicant to ensure hereafter without fail that the provision of Regulation 15.5.1 in respect of payment of energy bills is scrupulously followed.

The applicant's second grievance is in respect of incorrect meter reading and delayed distribution of energy bill. The applicant has produced on record a copy of his energy bill dated 02.11.2005 which shows that the applicant's premises was found to be locked. It is the

applicant's strong contention that his meter was always accessible to the meter reader for meter reading purpose and that a false mention about the locked status was made in his energy bill dated 02.11.2005. He has also brought to our notice that the bill is dated 02.11.2005 while the date of current meter reading is shown to be 05.11.2005. According to him, this, in itself, falsifies the stand of the non-applicant that his premises was found to be locked.

Here also, nothing concrete and convincing has been produced on record by the non-applicant to counter the applicant's contentions. What is stated by the non-applicant is that the applicant's premises was found to be locked by the meter reader and hence the remark of 'locked status' appeared in his energy bill.

The fact that this energy bill is dated 02.11.2005 while the date of recording of current meter reading is shown to be 05.11.2005 i.e. 3 days after the date of the issue of the bill substantially proves the contention of the applicant that wrong mention of 'locked status' was recorded in his energy bill.

The applicant has also contended that his energy bill dated 02.11.2005 was delivered to him on 17.11.2005 and he was asked to pay the bill before 15.11.2005 i.e. within 8 days from the date of receipt of the bill. He has, therefore, raised the grievance about the delayed delivery of energy bill. In this respect, we are of the view that there is no proof submitted by the applicant to show that he received his energy bill on 17.11.2005. The energy bill in question has also been paid by the applicant on 22.11.2005 i.e. much before the due date of payment viz. 25.11.2005. The issue raised by him does now survive. However, the fact remains that non-applicant ought to have taken due care to ensure

that his meter reader recorded the actual current meter reading on 05.11.2005. The non-applicant shall issue strict instructions to his meter readers to follow the rules scrupulously.

The third grievance in this case is about the applicant's erroneous energy bill dated 07.12.2005.

The applicant's contention is that his previous energy bill dated 02.11.2005 was issued for 328 units without taking proper meter readings. He also stated that he has already paid amount of Rs.1100/- of his energy bill dated 02.11.2005. His subsequent energy bill dated 07.12.2005 has been issued for 499 units for a period of 3 months. Since he was already charged earlier for 328 units for two months, that too, on average basis, wrongly, he ought to have been charged for only 171 units (499-328) in December, 2005. He further stated that as per prescribed rates his energy bill for 171 units for December, 2005 works out to Rs.612/- while the non-applicant has charged an amount of Rs.690/- in the disputed energy bill dated 07.12.2005. He has, therefore, claimed refund of Rs.77.83 (Rs. 690 - Rs.612.17).

The contention of the non-applicant in this respect is that the applicant was charged for 328 units on average basis vide his energy bill dated 02.11.2005 because the applicant's premises was found to be locked and hence, energy bill for Rs.1104=02 came to be issued. The applicant has already paid this amount of Rs. 1100/- on 22.12.2005 against this bill, that too, without raising any protest. According to him, since the applicant's actual meter readings were available in the subsequent billing cycle i.e. in December, 2005, his consumption over a period of three months including that of December, 2005 was rightly worked to be a total of 499 units. The applicant was

also given slab benefit and also credit for the amount already paid by him against his energy bill dated 02.11.2005. He, therefore, stated that the applicant was rightly charged for the residual amount of Rs.690/-. He also stated that the applicant has also paid this amount. According to him, there is no substance in this grievance of the applicant.

It is pertinent to note in respect of this grievance that the FOCA charges levied in the applicant's energy bill dated 02.11.2005 were at the rate of 0.16 paise per unit while FOCA charges have been levied at the rate of 0.37 paise per unit in the applicant's energy bill dated 02.12.2006. The applicant's contention is that had actual meter readings were recorded in November, 2005, the non-applicant would not have charged FOCA charges for 499 units in December, 2005 at the rate of Rs. 0.37 per unit.

We have already held above that the 'locked status' of the applicant's meter shown in the applicant's energy bill dated 02.11.2005 was not correct and that energy bill on average basis ought not to have been issued. Hence, it follows that FOCA charges levied at the rate of 0.37 paise per unit for 499 units in the billing month of December, 2005 was not proper and legal. It is in this context the applicant is claiming the refund of Rs.77.83/-. His contention that he ought to have been charged for Rs.612.17/- for 171 units in for December, 2005 is, therefore, quite genuine, convincing and proper.

We, therefore, direct the non-applicant to give credit of Rs.77.83/- to the applicant in his ensuing energy bill.

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

The non-applicant shall report compliance of this order to this Forum on or before 31.12.2006.

Sd/-	Sd/-	Sd/-
(S.J. Bhargawa)	(Smt. Gauri Chandrayan)	(S.D. Jahagirdar)
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.**