

**Before Maharashtra State Electricity Distribution Co. Limited Consumer
Grievances Redressal Forum, Pune Zone, 925, Kasabapeth Building, IInd flr.
Pune-11**

Case No. 10 of 2007

Date: 27/06/2007

In the matter of Shri Ashok Suresh More

- Complainant

V/S

M.S.E.D.C.L. Kedgaon Division

- Opponent

Corum	Chair Person	Mr. A.V.Bhalerao
	Member/Secretary,	Mrs. N.D.Joshi,
	Member,	Mr. T.D. Pore

1. Shri Ashok Suresh More (hereinafter referred to as Complainant) made application to this Forum on 3/5/07 contending that estimated bills were issued to him without taking reading recorded by the meter. He claimed that Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL hereinafter referred to as Opponent) be directed to issue the bills calculated on the basis of actual reading recorded by the meter. He also claimed that a disciplinary action may be taken against the employees of the Opponent who carelessly raised the bill. He claimed compensation of Rs.20,000/- from the Opponent.
2. A notice was issued to the Opponent to file its written statement. On behalf of the Opponent its Assistant Engineer filed the say dt. 16.5.07. The Executive Engineer (Kedgaon Division) filed the written statement in detail on 4.6.07 contending that the connection to supply the electricity to the premises of the complainant was given on 23.11.90. The same was permanently disconnected with effect from Dec. 2006 as complainant did not pay the charges of electricity supplied to him at any time right from the date 23.11.90 till Dec. 2006. It was

further contended that in the month of April 04 the net bill was given for the amount Rs. 9,700/-. The complainant disputed the bill and, therefore, supply of electricity to the complainant's premises was cut off with effect from 03.02.2006. The complainant who over again made application disputing the bill dtd. 13.10.06 and 11.04.07. In the light of complaint made by him, the arrears shown in the bill April 06 Rs.7935.45 was taken as base on the ground that till that month the reading was recorded by meter from the said net arrears, the energy bill which was calculated on the basis of estimated consumption Rs.3456.52 was deducted the interest accrued according to rule Rs. 1799.98 was added and total amount Rs.6280/- was claimed instead of the amounts claimed in the subsequent bills.

3. The complainant had approached the Internal Consumer Grievance Cell (ICGRC) of Pune Rural Circle, the complainant did not aver in his application whether his grievance was decided by ICGRC. He also did not aver whether any relief was given to him by the ICGR Cell. The complainant has disputed the bill dt. 10.10.05 by which the amount Rs. 13,152.58 was claimed.
4. The Opponent in its say contended that taking into consideration the facts, the said bill was waived and fresh bill was calculated and the amount Rs.6280/- was claimed directing the complainant to pay the said amount on or before 27.1.07.
5. The notice of hearing on 13.06.2007 was issued to the complainant and opponent both. On 13.06.2007 the opponent remained present he argued his case. The complainant remained absent though he was duly served with notice. The Secretary to the Forum made contact with the representative of the complainant but the complainant's representative showed inability to remain present on the ground that he was preoccupied.
6. In order to give complainant a chance of hearing the case was adjourned to 25.6.07. The notices of hearing on 25.6.07 were issued again to complainant and opponent both. The opponent remained present and again explained its case but the complainant again remained absent. The marriage invitation card

with copies of 2 notices received by him were found in the letter box of C.G.R.F. Pune-11. On the marriage invitation card under the signature that complainant's representative the contentions were written that they were unable to attend the hearing on 25.6.07 because of the marriage. It was also written that the matter may be decided. In view of contention raised by them in the complaint.

7. From the marriage invitation card it appears that the marriage was on 27.6.07 it was possible for the complainant and his representative to remain present for the hearing. But the complainant and his representative deliberately remained absent and, therefore, the Forum proceeded to decide the complaint on the documents available on record.

8. On facts referred to above following points arises for consideration.

1) Is the Complainant entitled to get the bill dt. 10.10.05 revised ?

2) What Order ?

9. The answer to the above point is that the complainant is entitled to get the bill revised for the period post Jan.2005. The bill of the period preceding Jan.05 cannot be revised as the same is barred by time.

The point no.2 is answered as per final order for the reasons given below :-

Reasons :

10. **Point No.1:** The opponent has produced consumer personal ledger (CPL) of the complainant. From the CPL it is seen that the amount claimed under the bill issued is with the arrears carried forward which the complainant had not paid. As prescribed under regulation 6.6 of MERC (Consumer Grievance Redressal Forum & Ombudsman Regulation 2006)" The forum shall not admit any grievance unless it is filed within two years from the date of which the cause of action has arisen".

11. In view of the above regulation the complainant can dispute the bill only for the period of two years next preceding the date of filing of the complaint which is 03/05/2007 . The complainant therefore can dispute the bill of the period post May-2005 . The bill for the period prior before May-2005 can not be disputed as the same is barred by the time . From the CPL it is seen that the bills were issued in the cycle of three months . After the bill was issued in the month of January-2005 next bill issued is in the month of July-2005. The complainant's grievance about the bill issued in the month January-2005 for the amount of Rs. 11,383.39 can not be considered as it is barred by time. Supply of electricity to the complainant's premises was cut off w.e.f. 03/02/2006 . As opponent had stopped the supply of electricity to the complainant premises it has no right to claim any charges with effect from that date of disconnection. From January-2005 onward upto February-2006 the opponent has right to claim charges for the electricity supplied . The charges were levied on the estimated basis.
12. In view of regulation 15.3.5 of MERC (Electricity Supply Code & other supply conditions) Regulation 2005 the estimated bill is to be computed based on recorded consumption of the last billing cycle for which the meter was read. From the CPL it is seen that prior to July-2005 the meter was read only in Oct. 2002 the units consumed were shown 50. The opponent therefore can claim electricity charges on the estimated basis showing that consumption for the billing cycle was units 50. Adding the amount of bill from January-2005 onwards till February-2006 the amount of bill will exceed Rs. 11,383.39.
13. The opponent on its own taking in to consideration that there were irregularities in reading the meter issued the correct bill. In the month of January-2006, the last reading on meter was 410 & therefore the opponent took the base of arrears as Rs. 7935.45. From the period January-2003 to January-2006. The units consumed were shown not on the basis of reading shown by the meter and therefore it deducted the charges for all those units shown, amounting to Rs. 3456.52 of course it added the interest of Rs. 1799.98 and claimed the amount

6,278.91 rounded to 6,280.00 . It cancelled latest bill issued in the month of April-2006 for Rs. 13,686.63.

14. The complainant otherwise is obliged to pay the amount of Rs. 11383.39 upto January-2005 as the same he can not dispute being barred by time. In addition to that sum the complainant will have to pay the bill for the period January-2005 onwards till the date of disconnection on the estimated basis of 50 units per billing cycle. However the opponent has claimed only the amount of Rs. 6280/- and accordingly the bill was issued to the complainant directing him to make payment till 27/01/2007.

ORDER

The complainant do pay the amount of Rs. 6,280/- on or before 27/07/2007 failing which with interest @ 9% p.a. from the date 27/07/2007 till the date of payment . On complainant making payment as ordered above the opponent to reconnect the supply at it's cost.

Sign:

Mrs. N.D.Joshi,
Member/Secretary

Mr. T.D.Pore,
Member

Mr. A.V. Bhalerao
Chair Person

Date: 27/06/2007