

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

Case No. 21 of 2007

Date: 3/03/2008

In the matter of Mr.G.D.Sakore

- 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) Mr. G.D.Sakore (Complainant for short) is a consumer receiving supply of electricity from Maharashtra State Electricity Distribution Co. Ltd. (Opponent for short) under the category of agricultural. The supply of electricity to his electric motor is un-metered at the tariff fix amount per HP per month. The case of the complainant in brief is that he paid full amount of the bill including arrears on 27/09/02 even after the arrears were cleared supply of electricity to his electric motor was cut off without giving a prior notice. After supply was cut off, he did not receive any bill. After a gap of six years he first received a bill for the amount of Rs. 86,976.43 on 27/09/06. He raised dispute about the said bill with the opponent but did not get a proper relief and the members of the staff of the opponent behaved with him arrogantly.
- 2) He made a complaint to the Internal Grievance Redressal Cell (IGRC). IGRC directed Assistant Engineer (Shikrapur S/Dn) to correct the bill in dispute in accordance with rules. But the

complainant did not get any relief and was orally told to pay the amount of Rs. 32,000/- towards the arrears.

- 3) The opponent was directed to file written statement in defence to the allegation made by the complainant in his complaint. The Executive Engineer (Kedgaon Division) filed written statement dtd.10/01/08 on behalf of the opponent and contended that the supply of the electricity was given to the complainant under consumer category agricultural. In the month of Sept-2000, a bill for the amount of Rs. 29,064 was given to the complainant. The complainant claimed the relief to pay the said bill in installments. The complainant was allowed to pay the said bill in two installments out of which he made payment of the first installment of Rs. 15,000/- on 30/10/2000 and did not pay the 2nd installment. The supply of electricity to the complainant's connection therefore was disconnected on 29/03/03. In spite of having cut off the supply of electricity to the complainant's connection on 31/03/03, he unauthorisedly resumed the supply by connecting fuse during the period August-2006 to March-2007. The complainant by his application dt. 19/07/07 made a complainant about supply being cut off to office of Shikrapur Sub Division. He never made a grievance of supply being stopped during the period dt. 31/03/03 to 19/07/07. The supply of electricity was made to the complainant's agricultural pump unmetered at the tariff per HP per month. The bill is raised in accordance with the tariff on per HP per month basis irrespective of the actual use of the electricity by the consumer. The opponent contended that the bills were raised perfectly according to the tariff and therefore there is no scope for corrections, it contended that the complainant was treated honourably and never with arrogance

4) On rival contentions raised by the parties, following points arise for consideration.

1. Does complainant prove that his supply of electricity was cut off illegally without notice in the year 2000?
2. Does complainant prove that the bill for the amount of Rs. 86,976.43 claimed by notice dt. 27/09/06 is wrong and illegal.

The finding to the above points are as follows.

1. The plea can not be entertained as it is barred by time
2. As per final order.

For reasons given below.

REASONS

5) **Point No 1:** The complainant's allegations that in spite of he making payment of the full amount due under the bill on 27/09/2000, supply of electricity to his agricultural pump was cut off, can not be entertained as to make such allegation, the cause of action accrued to him when supply was cut off in the year 2000, the said cause of action does not fall with 2 years next preceding the date of complaint which is 14/12/07. Reg.6.6 of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2006 (MERC CGRF Reg.2006) reads as follows- "*The forum shall not admit any grievance unless it is filed within 2 years from the date on which cause of action has arisen.*" In view of the above said regulation, the grievance made by the complainant about the disconnection of supply of electricity which was round about 27/09/2000 can not be entertained as it does not fall within 2 years from the date of accrual of the said cause of action.

6) **Point No. 2:** It is not in dispute that the supply of electricity to the complainant's agricultural pump was cut off. According to the complainant, said supply was cut off in the year 2000, while the opponent alleges that the said supply was cut off on 31/03/03 and it was never resumed. If according to the opponent the supply of electricity was cut off and it was never resumed then as per regulation 6.5 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of supply) Regulations, 2005(MERC ESC Reg.2005), the agreement between the consumer and the licensee is deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period of more than six months. In the instant case according to the opponent the supply was temporary disconnected on 31/03/03. After the disconnection on 31/3/03, it is not the case of the opponent that the supply was at any time resumed. According to the opponent, the complainant unauthorisedly resumed the supply of electricity to his agricultural pump then it amounts to unauthorised use as defined under Sec. 126 of Elect. Act-2003 and/or a theft which is covered under section 135 of the Elect. Act-2003. If the complainant had unauthorisedly used the electricity then instead of claiming the charges as a consumer as per tariff, the opponent has to make assessment of the amount as prescribed under 126 of the Elect. Act-2003. If it is a theft the opponent is expected to act as prescribed under Reg. 8.6 of MERC ESC Reg. 2005. The act of the complainant of resuming supply of electricity for his own use unauthorisedly falls under unauthorized use and /or theft which are excluded from the jurisdiction of the forum under Reg. 6.8 sub clause "a" & Sub clause "b" of MERC CGRF Reg.2006. The opponent in any way as observed above after disconnection of supply of electricity on 31/03/03 can not demand the energy charges Rs. 86,976.43 as per tariff treating the complainant as consumer it can at the most make assessment under Sect.126 of Elect.Act-2003 or as per Reg.8.6 of

MERC SOP Reg.2005. This forum cannot determine the amount of assessment as such question is excluded from the jurisdiction of the forum.

- 7) The complainant alleged that he had cleared the arrears of bills on 27/09/2000 and he was not a defaulter, however, he has produced a copy of the electricity bill dt. 14/09/2000 which is for the amount of 29,064/-. On the said bill, there is endorsement of the payment of Rs. 15,000/- dt. 03/10/2000. It is the case of the opponent that the complainant claimed the relief of making payment of the amount of said bill in installment and therefore he was granted the said relief in pursuance of which he made part payment of Rs. 15,000/-. However, he did not make the payment of the balance. The complainant did not adduce any evidence to prove that after making payment of Rs. 15,000/- he made payment of the balance Rs. 14,064, the opponent, therefore accrued a right to discontinue the supply of electricity as provided under Sect.56 sub clause (1) of Electricity Act-2003. The complainant admitted in his complaint itself that supply of electricity was disconnected according to him somewhere near the month of Sept-2000 while the opponent says that it was discontinued on 31/03/03. If the supply was discontinued round about the month of Oct-2000 then opponent can claim that supply of electricity would not be resumed unless amount due under the bill dt. 14/09/2000 was cleared. If it is proved that supply was discontinued on 31/03/03 then opponent has right to claim that the supply of electricity would not be resumed unless the amount of net bill Rs. 48,654.35 for the month of March-03 as shown in Consumer personal ledger (CPL) was cleared.
- 8) The controversy therefore narrows down to find out the liability of the complainant to the opponent as the balance Rs. 14,064 out of the bill

dt. 14/09/2000 or the amount of Rs. 48,654.35 for the month of March-03 shown in the CPL.

- 9) The complainant to substantiate his case that supply of electricity was cut off to agricultural pump in the year 2000 produced two letters dt. 1) 15/11/2000 2) 10/04/01 the fax copies of those letters have been retained and original letters were returned to the complainant. In the letter dt. 15/11/2000 the complainant did not make any complaint about the supply of electricity being cut off to his agricultural pump. In the letter dt.10/05/01, he contended that the electricity bill given to him be corrected and supply of electricity be resumed. Both these letters bear a stamp of Sub Engineer, MSEB Pabal below the signature of the applicant. The said endorsement bears the date of the receipt of the application which is not clearly visible. Normally the officer receiving the application makes his endorsement in the margin or in the left hand corner below the contents of the application. The endorsement appeared some what doubtful and therefore an inquiry was made with Mr. Pille, Sub Engineer (Pabal Section) who is conducting the case on behalf of the opponent. Mr. Pille stated that in the year 2000-2001 Mr. R.G.Joshi was working as Sub Engineer at MSEB Pabal Section. He made a statement that he knows the signatures of Shri.R.G.Joshi and the signatures upon the applications produced by the complainant were not similar to the signature of Mr.R.G.Joshi. Mr.R.G.Joshi was therefore summoned and the application produced by the complainant were shown to him. On examining the endorsement of Sub Engineer MSEB Pabal upon the application produced by the complainant he gave a statement in writing in which he stated that the signature upon these application do not match to his signature and further stated that the endorsement of Sub Engineer MSEB Pabal upon those applications were not as per practice followed by him and he always use to make his signature on left hand side of the

letter and not below the signature of consumer. The letter dt. 10/05/01 therefore can not be relied upon to hold that in the month of May-2001, supply of electricity to the complainant's agricultural pump was cut off. The complainant has produced the copy of the bill dt. 14/09/2000 on the said bill is an endorsement of the payment of one installment of Rs. 15,000/- on 3/10/2000. After having paid one installment it is difficult to believe that opponent would cut off the supply of electricity. After the complainant had paid one installment the supply must have been continued. While hearing the matter the complainant's representative stated that he was withdrawing water from the well not with the help of electric motor but with the help of diesel engine and for running a diesel engine he was purchasing diesel. He promised to produce the receipt of payment of price of diesel engine and also the receipts of payment of the price of the diesel purchased, however even on adjourned date, he did not produced either receipt of purchase of the engine or the receipts for the payment of the price of diesel.

- 10) On behalf of the opponent the extract of the register maintained by a Line man are produced, one relates to T.D. consumer from 08/02/03 to 31/03/07 and other pertains to T.D. consumers from 02/02/07 to 31/03/07 in both two extracts is the name of the complainant Shri.G.D.Sakore These two extracts were not sufficient to hold that on 31/03/03 supply of electricity to the complainant was cut off and therefore the opponent was directed to produce the original register maintained by the lineman. In that original register under the head "2003" names of the consumers have been mentioned. At Sr.No.8, there is a name of the complainant and date shown against him is 01/03/03 the Xerox copy of the said extract is kept in the proceeding in addition to the original register. The CPL of the complainant produced by the opponent shows that last receipt of payment is on 3/10/2000 means after 3/10/2000 the complainant did not make any

payment. Taking in to consideration all the circumstances of the case the opponent's contention that in the month of March-03 the supply of electricity to the complainant's agricultural pump was cut off appears to be acceptable. In the CPL for the month of March-03 the net bill shown is Rs. 48,654.35 and the said amount is due from the complainant. The opponent cannot recover the amount due from the complainant as the same has not been recovered within 2 years from the date when it first became due, however the opponent has right not to continue the supply till the said amount due is paid by the complainant as provided under Sect. 56(1) of the Elect.Act-2003.

ORDER

- 1) The discontinuance of the supply of electricity to the complainant's agricultural pump by the opponent is lawful and opponent has right not to continue it until the amount due is paid by him(Complainant)
- 2) The liability of the complainant towards the charges due from him to the opponent is Rs. 48,654.35.

Sign:

Mrs. N.D.Joshi,
Member/Secretary

Mr. T.D.Pore,
Member

Mr. A.V. Bhalerao
Chair Person

Date: