

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

**Case No. 6 of 2008**

**Date: 16/07/2008**

**In the matter of R.R.Mandare  
(Shri.P.B.Pansare as per amendment)  
V/S**

**- Complainant**

**M.S.E.D.C.L. Bundgarden Division**

**- Opponent**

**Corum**

Chair Person

Mr. A.V.Bhalerao

Member/Secretary,

Mrs. D.K.Mane,

Member,

Mr. T.D. Pore

- 1) Complaint has been made showing R.R.Mandhare as consumer. However, the complaint is signed in the capacity as consumer by Shri.P.B.Pansare. In the nomination clause Shri.P.B.Pansare is nominated as representative and the nomination clause itself is signed by a person shown as representative and not by the consumer Shri. Mandhare. On the date of the hearing Shri. Pansare appeared before the forum. He was asked how he had signed the complaint as a consumer when meter stands in the name of R.R.Mandhare and meter holder R.R.Mandhare is shown as a consumer, thereupon he explained that flat No.17A, S.No. 111A Vaiduwadi Hadapsar, Ridhi Sidhi apartment to which supply of electricity is given through meter was purchased by him under registered sale deed from R.R.Mandhare. He showed certified copy of the sale deed dt. 11/06/02 and produced its zerox copy. He gave an application to amend the complaint to implead his name as a consumer deleting the name of the original owner. On the basis of

the sale deed Shri.P.B.Pansare is the owner of the property mentioned in the sale deed . He has taken actual possession of the said property from the date of the sale deed it self and admittedly to his premises supply of electricity is given and therefore he is a consumer as defined under sub sect. 2 of sect. 15 of the Indian Elect.Act-2003. In view of the application made by him to implead him as a consumer instead of Shri.R.R.Mandhare, is allowed. Shri.P.B.Pansare (Complainant for short) had made a complaint to the Internal Grievance Redressal Cell (IGRC), that the bill issued for the amount of Rs. 37,881/- in the month of June -07 for the total units 6385 consumed in that month was illegal. He contended that on complaint made by him, Maharashtra State Electricity Distribution Co. Ltd. (Opponent for short) reduced the amount of the said bill to Rs. 23, 157/- , however, even the reduced bill was incorrect.

- 2) The IGRC on verifying the facts came to the conclusion that old meter No.11745 was replaced with new meter No.70933 in the month of July-05. It directed the opponent to calculate the units consumed taking the difference of the reading in the month of June -07 as 6386 and the initial reading on the meter when it was installed in the month of July-05. It further directed to prepare the bill taking monthly average of the total units consumed during 24 months without charging interest and default payment charges and deducting the amounts which the consumer had paid during the above said period from time to time. It gave liberty to the complainant to pay the bill in 5 equal installments. It also directed to get the existing meter checked and if found defective to adjust the bills of the above said 24 months.

- 3) The complainant not being satisfied with the relief given by IGRC made a complaint to this forum and contended that old meter was replaced by new meter No. 70993 in the month of April-07 when its initial reading was 01 and in the month of June, a meter reading was 6386, showing the units consumed in one month as 6386, a bill of Rs. 37,881/- was raised which was totally wrong. He further contended that as per entry in the Consumer Personal Ledger (CPL), old meter was replaced by new meter in the month of April-07 and within one month there cannot be a consumption of 6386 units. He contended that the opponent's allegation that meter was replaced on 27/07/05 is a totally false. He claimed that the bill raised by the opponent for the month of June-07 for the total units 6385 be quashed and bill for the month of July-07 and Aug-07 be raised only for the units 113 and 97 respectively.
- 4) The opponent filed its written statement on 09/07/08 and contended that complainant's meter was changed on 27/07/05 and reading recorded by that meter in the month of June-07 as 6386 was due to the electricity consumed by the complainant over the period of 24 months. The opponent further contended that the old meter was replaced by a new meter on 27/07/05 is established by an entry in the meter replacement register which is maintained by the opponent in the course of its business. The opponent claimed that the complainant has been given the relief as directed by the IGRC by preparing the bill taking monthly average of the total units 6385 consumed over a period of 24 months applying the relevant tariff and without charging interest and delayed payment charges with liberty to pay it in 5 equal installments. On the date of the hearing the complainant Shri.P.B.Pansare waived his contention that meter was replaced in the month of April-07. He conceded the

opponent's case that the old meter was replaced with new meter on 27/07/05. The opponent had brought the original meter replacement register. The zerox copy of the relevant page is produced on record. From the entry in that register it is clear that the consumer Shri.R.R.Mandhare's old meter 11745 was replaced with new meter No. 70933 on 27/07/05 and initial reading was 02. The entry in the said register which is maintained by the opponent in the normal discharge of its duty has a presumptive value and therefore it can be relied upon. Further more now the complainant admits that old meter was replaced with new meter in the month of July-05. Having admitted that the new meter was installed in the month of July-05, he disputed the amount of bill for Rs. 23,157.66 even after a credit of Rs. 15,235.49 was given to him in the bill for month of June-07 of Rs. 37,881.32 contending that his monthly consumption could have never been 266 units.

5) On behalf of the opponent, it is argued that the complainant did not make any complaint after the new meter was installed in the month of July-05 disputing the accuracy of the meter till 07. It is further argued that as per directions given by IGRC the new meter was checked and it was found working within error limits means there was no defect in the meter, therefore as per reading recorded by the meter complainant is liable to pay for the units consumed by him.

6) From the facts established in this case and on rival contention raised, following points arise for consideration.

- 1- Is opponent entitled to recover the charges of electricity units 6384 from July-05 till June-07 from the complainant
- 2-What is the total amount due upto June-2008.

3- Is complainant entitled to compensation for not issuing bills on reading the complainant's meter once in a every two months if yes what is the quantum.

7) The point No.1 is answered in the affirmative and point No.2 & 3 as per final order for the reasons given below.

### **REASONS**

8) **Point No.1 & 2** : In view of the entry in the meter replacement register and complainant's admission at the time of argument that the old meter was replaced with new meter in the month of July-05, it is established that the meter reading in the month of June-07 shows the units consumed from July-05 over the period of 24 months. During said period the complainant never made a complaint that the meter was defective. From entry in the CPL. it is seen that July-05 onwards till June-07 the bills were raised on assumption basis and not as per meter reading. In the month of June-07 undisputedly meter reading was 6386 and according to the entry in the meter replacement register initial reading was 02 means over the period of 24 months the total units consumed were 6384. As the actual reading recorded by the meter was not made available month to month the bills were raised on assumption basis and therefore this is a case of billing in the absence of meter reading. The relevant Reg. 15.3.1 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of supply ) Regulations,2005 (MERC ESC & CS) 2005 reads as follows

15.3.1:- "In case for any reason the meter is not accessible, and hence is not read during any billing period, the Distribution Licensee shall send an estimated bill to the consumer.

Provided that the amount so paid will be adjusted after the readings are taken during the subsequent billing period(s)"

The complainant purchased the property under the registered sale deed in the year of 2002. Though he had purchased the property in the year 2002 from the original owner Shri.R.R.Mandhare, in whose name the connection for the supply of electricity was provided to the premises, the complainant did not make an application for change of name in his favour since the year 2002. The complainant is the owner of the property to which supply of electricity is given and therefore he is a consumer. He has been admittedly using the electricity since then. The period for which bill amount is claimed is after the complainant has become the owner and therefore it is his liability to pay the same. The period for which bill amount is claimed for the first time in the month of June-07 is of two years next before June-07 i.e. from July 05 onwards. In view of 56 (2) of the electricity Act-2003, no sum due from any consumer under this section shall be recoverable after the period of two years from the date when such sum becomes first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee has not cut off the supply of electricity. The question, "when such sum became first due " (Contained in sub sec-2 of Sect-56 of the Electricity Act-2003) is answered in Brihanmumbai Municipal Corporation Vs.

Yatish Sharma & Ors. Writ petition No. 264 of 2006 by Hon. Justice B.Y. Chandrachud acting by High Court of Judicature at Bombay, decided on 18/01/07. The observation in the said judgment is as follows.

“Though the liability of a consumer arises or is occasioned by the consumption of electricity, the payment falls due only upon the service of a bill. Thus, for the purposes of sub sect (1) and sub sect (2) of Sect-56, a sum can be regarded as due from the consumer only after a bill on account of the electricity charges is served upon him”.

In the light of above observation the opponent can recover the sum within two years from the month of June-07 in which the demand for the arrears was first made. The same amount has been shown recoverable continuously as arrears of the charges of the supply of electricity and supply of electricity has never been discontinued and therefore the limitation of two years also does not apply.

In the month of June-07 when the net bill of Rs. 37,881/- was claimed on complaint made by the complainant, the bill amount was corrected by giving credit of Rs. 15,235/- in the month of July-07. The IGRC did not give more relief than the relief which opponent had already given in the month of July-07. The IGRC in its decision had given a direction to check the meter for his accuracy and if found fast to adjust the bill accordingly. The opponent tested the meter and found it correct. The zerox copy of the said report is produced by the opponent on record.

The bills were not raised month to month on the basis of the meter reading for about two years. The arrears were claimed by issuing a bill in the month of June-07. If the bills had been given on the basis of the reading recorded by the meter, the complainant could have paid the charges of electricity without falling in arrears. Under such circumstances it is unreasonable to claim interest on arrears and default payment charges (DPC)

It is also unreasonable to claim the electricity charges showing accumulated units as if consumed in one month. The opponent therefore was directed to prepare fresh bill of the accumulated units consumed over a period of 24 months taking monthly average and applying the relevant tariff without charging interest for arrears and DPC , deducting the amounts which were paid by the complainant from time to time during the said period of 24 months. To make it convenient for the complainant in order to know what he has to pay towards electricity bill by the end of June-08, the opponent was directed to prepare the bill in the light of above directions. The opponent prepared the bill of the amount payable towards electricity charges during the period of July-05 to June-07 as a sum Rs. 19,668/-It also calculated the amount payable towards electricity charges from July-07 to June-08 as Rs. 6023.80. The amount paid from July-07 to June-08 from time to time by the complainant is Rs. 7,115/- The calculation in the tabular form is as follows .



Sr.No.	Description	Amount
1	Towards electricity charges from July-05 to June-07	Rs. 19,668.00
2	Towards electricity charges from July-07 to June-08	(+) Rs.6,023.80 -----
	<b>Sub Total</b>	Rs. 25,691.80
3	The amount paid by the complainant from July-07 to June-08	(-) Rs. 07,115.00 -----
	<b>Sub Total</b>	Rs. 18,576.80
4	DPC and Interest	(-) Rs. 2,189.00
		Rs. 16,387.80

The actual amount calculated is Rs. 16,387 but amount of Rs. 15,640/- is claimed in the bill from the complainant which is due to fuel cost adjustment. The fuel cost is levied at the rate of Rs. 22 paise per unit while claiming the amount of Rs. 15,640/- however, it was levied at the variable rates 22 to 40 paise per unit while arriving at the amount of Rs. 16,387. The complainant is thus liable to pay the amount of Rs. 15,640 towards electricity bill up to the end of June-08 and the copy of it has been supplied to the complainant on 09/07/08

**9) POINT NO.3** It is an admitted fact that from July -05 to June-07 over a period of 24 months. The bills were not raised on the basis of actual meter reading. The Reg. 14.3 of (MERC ESC & CS) 2005 requires the opponent to

under take meter reading at least once in every two months in case of all other consumers except agricultural. The bills were raised in the absence of meter reading. It is not the case of the opponent that meter reading were not taken due to inaccessibility to the complainant's meter. When there was no fault on the part of the complainant and the readings were not recorded once in every two months Appendix "A" (7) of Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, (MERC SOP Reg.2005) provides compensation Rs. 200/- per month or part thereof beyond the first month of delay. Third proviso to Reg. 12.2 of (MERC SOP Reg.2005) lays down that no claim for compensation shall be entertained if the same is filed after a period of 60 days from the rectification of the deficiency in the performance standard. The opponent did not raise the bill on the basis of the actual meter reading. After a gap of 24 months, it raised the bill on the basis of actual meter reading in the month of June-07. The complainant immediately made a complaint in the month of July-07 and also in the month of August-07 raising the disputes. He did not claim the compensation for not raising the bill on the basis of meter reading once in every two months. The consumer most of the time is not aware of the Regulations and the relief provided thereunder. Under Reg. 3.1 of Maharashtra Electricity Regulatory Commission,(Consumer Grievance Redressal Forum & Electricity Ombudsman) Reg.2006(MERC CGRF Reg. 2006) it is the duty of the forum to protect the interest of the consumer and inform the consumer of his right. Under the circumstances of the present case it is desirable to award compensation to the claimant as in his case the bills were not raised on the basis of actual reading once in every two months for a total period of 24 months as provided under Appendix "A" (7)\_ of MERC SOP Reg. 2005 excluding 2 months and one months of delay. The complainant is entitled to the compensation for 21 months at the rate of Rs. 200/- per month which comes to Rs. 4200/-

## ORDER

- 1- The complainant to make an application for transfer of the connection in his name on the grounds of transfer of ownership of the premises as provided by Reg. 10 of MERC ESC 2005. On receiving such application the opponent to make change and show it in the second billing cycle from the date of the application for change of name.
- 2- The complainant to pay the amount of Rs. 15,640/- towards electricity bill till the end of June-08 on or before 16/08/08. In case of default by the complainant in making payment as aforesaid, the said amount be shown as arrears recoverable in the bill to be prepared for the month of Sept-2008.
- 3- The opponent to pay the amount of Rs. 4,200/- as compensation to the complainant for not giving the bills on the basis of meter reading once in every two months for total period of 24 months by adjusting the said amount in the bill payable by the complainant as ordered above.

Sign:

Mr.D.K. Mane,  
Member/Secretary

Mr. T.D.Pore,  
Member

Mr. A.V. Bhalerao  
Chair Person

Date: **16/07/2008**