

**CONSUMER GRIEVANCE REDRESSAL FORUM
M.S.E.D.C.L., PUNE ZONE, PUNE**

Case No.34/2015

Date of Grievance : 14.10.2015

Date of Order : 09.12.2015

In the matter of exorbitant billing.

Shri Anirudha U Seolekar
1 Florida Estate, Keshavnagar,
Dist.- Pune- 411001

Complainant
(Herein after referred to as Consumer)

Versus

The Executive Engineer,
M.S.E.D.C.L.,
Bundgarden Division,
Pune.

Respondent
(Herein after referred to as Licensee)

Quorum

Chair person
Member Secretary
Member

Mr. S.N.Shelke
Mr. D.H.Agrawal
Mr. S.S.Pathak

Appearance

For Consumer

Mr.Terence R.D'vaz.

For Respondent

Mr. P.H.Shirke, Ex.Engineer
Bundgarden Division,Pune.
Mr.A.P.Ban, Addl.Ex.Engr.
Hadapsar Sub/dn.,Pune.

- 1) The Consumer has filed present Grievance application under regulation no. 6.4 of the MERC (CGRF & E.O.) Regulations 2006.
- 2) Being aggrieved and dissatisfied by the order dated 10.09.2015 passed by IGRC Rastapeth Urban Circle, Pune, thereby rejecting the grievance,

the consumer above named prefers this grievance application in Schedule-A on the following amongst the other grounds.

- 3) The papers containing the above grievance were sent by the Forum to the Executive Engineer, M.S.E.D.C.L., Bundgarden Dn, Pune vide letter no. EE/CGRF/PZ/Notice/34 of 2015/293 dtd.28.10.2015. Accordingly the Distribution Licensee i.e. MSEDCL filed its reply on 04.11.2015.
- 4) We heard both the parties and gone through the contentions of the consumer and reply of the respondent and the documents placed on record by the parties. On its basis following factual aspects were disclosed.
 - i) Consumer Mr. Anirudha U Seolekar LT consumer connected on 2.08.2006 vide consumer no.160231230189 in the category LT-II (Commercial).
 - ii) The Licensee inspected the metering equipment of the consumer on 2.01.2015.
 - iii) It was found by the Licensee during inspection that Y Phase PT unbalanced.
 - iv) The Licensee verified MRI data and load survey of CT & noticed that Y phase voltage failure since Oct.2010 to Jan.2015 (for 52 months).
 - v) The Licensee made assessment of Y Phase PT unbalanced towards Rs.4,00,373/- for 36836 Units.
 - vi) Thereafter the bill was served to the consumer vide a letter no.AEE/HDP-1/205 dtd.28.1.2015
 - vii) The Licensee did not receive any complaint from the consumer after service of the said bill. Therefore they added (B-80) of Rs.4,00,373/- in consumers regular bills for the month of May-2015.
 - viii) The consumer approached to IGRC on the ground there was no any fault on his part and therefore he was not liable to pay the said amount.
 - ix) IGRC, RPUC, Pune rejected the grievance of the consumer vide impugned order dtd.10.9.2015.

- 5) The consumer representative namely Mr. Terrence D'vaz submitted that the consumer received a letter from MSEDCL on 28.1.2015 alongwith arrears bill of Rs.4,00,373/- for 36836 units for the period from Oct.2010 to Jan.2015. However the consumer was regularly paying the bills during the said period but as per the above mentioned letter 36836 units were not recorded, it means the said meter was faulty. There is no any fault on the part of consumer. On the contrary it is the responsibility of the distribution Co. to provide serviceable meter and maintain it properly. Therefore the Licensee failed to inspect the meter of the consumer at regular intervals and hence he is not liable to pay erroneous amount of bill of Rs.4,00,373/- .
- 6) On the other hand, the Licensee was represented by Mr. P.H.Shirke, Ex.Engineer & Mr. Ban , Addl.Ex.Engr. Hadapsar Sub/dn. They submitted that metering equipment in the premises of consumer was inspected on 2.1.2015 & the discrepancies observed were forwarded by the vigilance to the office. The irregularities were noticed as, "Y ph. PT unbalanced". There after the Licensee took necessary action to confirm PT unbalanced duration. The Licensee verified MRI data and load survey of CT meter. As per detailed study it was found that Y ph. Voltage failure for 52 months and PT was missing from Oct.2010 to Jan.2015. Therefore assessment was made for 36836 units (PT missing) amounting to Rs.4,00,373/-. The said bill was served to the consumer vide letter no., AEE/HDP-1/205 dtd.28.1.2015 . Thereafter there was no any complaint from the consumer for six to seven months. Therefore they added (B-80) of Rs.4,00,373/- in consumers regular bills for the month of May-2015. The consumer is legally bound to pay the said bill.
- 7) Following points arise for our determination. We give our findings thereon for the reasons stated below.

Points	Findings
1) Whether provisions of	In the negative.

Regulation No.15.4.1 of MERC supply code, Regulations 2005, are applicable to the Present case?

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|--|---|
| 2) Whether consumer is liable to pay arrears of bill amounting to Rs.4,00,373/- for 36836 units for the period from Oct.-2010 to Jan.-2015 as Y Ph.PT unbalanced as claimed for ? If no, what is the extent of liability of the consumer as per law? | In the negative.
Extent of liability of the consumer is only for 2 yrs.from the date when such sum became first due as per section 56(2) of the Act. |
| 3) What Order? | As per final order. |

8)

REASONS

According to Licensee they carried inspection of the metering equipment of the consumer on 2.1.2015 and at that time it was noticed that Y ph. PT unbalanced. Therefore they verified MRI data and load survey of CT meters to confirm PT unbalanced duration and after detailed study noticed Y Ph. voltage failure from Oct.2010 to Jan.2015 which assessed 36836 units amounting to Rs.4,00,373/-. However the said meter was not faulty. On the contrary, it is the case of consumer that they have regularly paid the bills. Fault is not on their part. Consumer has neither any authority nor capability of checking serviceability of phases in the meter. Unrecorded 36836 units shows meter was faulty during the said period and therefore as per regulation no.15.4.1 of supply code assessment period is only for three months.

9) Now it is necessary to take into consideration definition of meter as provided under regulation no.2 (m) of MERC (Standards of performance of Distribution Licensee, period for giving supply and determination of compensation) Regulations 2005 which reads as under-

2) *Definitions:2.1 In these regulations unless the context otherwise requires, (m)' Meter' means a set of integrating instruments used to measure and/or record and store the amount of electrical energy supplied or the quantity of electrical energy contained in the supply, in a given*

time, which include whole current meter and metering equipment, such as current transformer, capacitor voltage transformer or potential or voltage transformer with necessary wiring and accessories and also includes pre-payment meters.

10) Regulation No.15.4.1 of the MERC (Electricity Supply Code and other conditions of supply) Regulations, 2005 provides billing in the event of defective meters. It reads as under.

15.4 Billing in the Event of Defective Meters: *15.4.1 Subject to the provisions of Part-XII and Part XIV of the Act. in case of defective meter the amount of the consumer's bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen , in accordance with the results of the test taken subject to furnishing the test report of the meter along with the assessed bill :*

Provided that, in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per clause 14.4.1 above and, in case of tampering as per section 126 or section 135 of the Act, depending on the circumstances of each case.

Provided further that, in case the meter has stopped recording, the consumer will be maximum period of three months, based on the average metered consumption for twelve months immediately preceding the three months prior to the month in which the billing is contemplated.

11) Thus as per definition of the meter as referred to above meter includes whole current meter and metering equipments such as current transformers, capacitor, voltage transformer or potential transformer with necessary wiring and accessories etc. On perusal of discrepancies observed under pro active vigilance drive-Hadapsar Sub/dn. It is seen that action was taken to verify the MRI data and load survey of CT meter with another meter. The Licensee studied the billing parameter/load survey and noticed that Y ph. voltage failure 36836 units and PT was missing from Oct.2010 to Jan.2015 i.e. for 52 months. Therefore the Licensee assessed amount of Rs.4,00,373/- and bill was served to the consumer vide letter dated 28.1.2015. The consumer did not raise any objection for the said bill for more than 6 months. In the present case we find that meter and CT meter are not faulty but only Y ph. PT unbalanced i.e. Y ph. voltage failure for 36836 units. Therefore Regulation No.15.4.1 is not applicable to the present case. Hence we answer point no.1 in the negative.

12) The consumer has strongly opposed to supplementary bill issued by the Licensee for Rs.4,00,373/- for 36836 units of the period from Oct.2010 to Jan.2015. According to consumer the Licensee has not followed the mandatory provisions of the Electricity Act and the regulations thereunder. Inspection of metering equipment and replacement of it was done by the Licensee in the absence of the consumer and without his knowledge. The consumer came to know about supplementary bill as mentioned above in the month of Jan.2015. According to him the sum became first due in the month of Oct.-2010 and therefore the demand made by Licensee in the month Jan. 2015 is time barred as per section 56 (2) of the Act.

13) Now we shall take bird's eye view on relevant provisions of Electricity Laws. Regulation No.8 of MERC (Electricity supply code and other conditions of supply) Regulations, 2005 to the extent of relevance reads as under-

8. Access to consumer Premises :-

8.1 *Subject to the provisions contained in Part XII. Part XIV and section 163 of the Act, the Distribution Licensee shall not seek entry to the consumer's premises beyond the point of supply.*

8.2 *No inspection of any domestic premises shall be carried out between sunset and sunrise except in the presence of an adult male member occupying such premises, or an adult male representative.*

8.3 *While seeking entry into the consumers' premises, the Authorised Representative shall visibly display his name tag and produce for scrutiny, proof of Identity or authorization of the Distribution Licensee and shall inform the consumer of his reason for entry into the premises. The Authorised Representative shall also carry the job sheet or work order setting out the work required to be done at the premises and show the same to the consumer before entering the premises.....*

14) Regulation No.14.4.1 of the MERC (Electricity Supply Code and other conditions of supply) Regulations, 2005 supply code reads as under-

14.4 Testing & maintenance of meter :

14.4.1. *The Distribution Licensee shall be responsible for the periodic testing and maintenance of all consumer meters.....*

15) Section 56 of the Electricity Act, 2003 provides disconnection of supply in default of payment. Sub Section (2) of Section 56 provides that no sum due from any consumer under this section shall be recoverable after the period of two years from the date of when such sum became first due. It reads as under-

(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.

16) Licensee carried inspection of metering equipment on 2.1.2015. It is the responsibility of the Licensee for the periodic testing and maintenance of all consumer meter as per regulation no. 14.4.1 of supply code. As per Sub-section-(2) of Section 56 of the Act, no some due from any consumer under this section shall be recoverable after the period of two years from the date of when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supply. The Licensee during the inspection dated 2.1.2015 found that Y ph. PT unbalanced of the consumer's metering equipments. PT was missing from Oct.2010 to Jan.2015 i.e. for 52 months. However Licensee detected the said error on 2.1.2015 therefore as per Section 56(2) the sum became first due on in the month of Oct.2010 but Licensee detected the error on 2.1.2015. Therefore sum recoverable from the consumer as per section 56 (2) of the Act only for two years prior to 2.1.2015. Thus Licensee can recover arrears from 2.1.2013 (i.e. 2 yrs. prior to 2.1.2015) and not from Oct.2010. In the circumstances, the Licensee needs to reassess bill arrears in respect of missing of Y Ph. PT only from 2.1.2013. For the reasons mentioned above we answer point no.2 accordingly.

17. Lastly we proceed to pass following order.

ORDER

1. Grievance of consumer is partly allowed with cost.
2. Demand raised by the Licensee quantifying dues to the tune of Rs.400373/- for 36836 units is hereby set aside.
3. The Licensee is to revise the said bill making it limited only for the period of Two years i.e. from 2.1.2013 to 2.1.2015.
4. The Licensee is to give suitable installments to the consumer excluding DPC & interest in the said revised bill as per circular of the Licensee dated 18.6.2009.
5. The Licensee to issue such revised bill to the consumer within 30 days from the receipt of this order and to submit compliance report of it within further 15 days to this office.

Delivered on: - 09.12.2015

D.H.Agrawal
Member/Secretary
CGRF:PZ:PUNE

S.S.Pathak
Member
CGRF:PZ:PUNE

S.N.Shelke
Chairperson
CGRF:PZ:PUNE

Note :- The consumer if not satisfied may filed representation against this order before the Hon.'ble Ombudsman within 60 days from the date of this order at the following address.

Office of the Ombudsman,
Maharashtra Electricity Regulatory Commission,
606/608, Keshav Bldg.,
Bandra Kurla Complex,
Bandra (E), Mumbai-51.