



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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NO. K/DOS/82/1790 OF 2018-19

Date of registration : 24/12/2018

Date of order : 23/01/2019

Total days : 30

IN THE MATTER OF GRIEVANCE NO. K/DOS/82/1790 OF 2018-19 OF MRS.NOORI H.FAROOK. GALA NO.A/B, R.NO.134, TABELA PREMISES, KAMAN-BHOWANDI RD., VILLAGE-DEODAL, VASAI (E), PO KAMAN, PIN CODE – 401 208 REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT DISCONNECTION OF SUPPLY.

Mrs.Noori H.Farook.

Gala No.A/B, R.No.134,

Tabela Premises, Kaman-Bhowandi Rd.,

Village-Deodal, Vasai (E), PO Kaman,

Pin Code – 401 208

(Consumer No. 002250294941) . . . (Hereinafter referred as Consumer)

V/s.

Maharashtra State Electricity Distribution

Company Limited

Through it's Nodal Officer/Addl.EE.

Vasai Circle, Vasai

. . . (Hereinafter referred as Licensee)

Appearance : For Licensee - Shri.V.M.Gokhale, AA, Vasai (E) S/dn.

For Consumer - Shri.V.K.Vaze (C.R.)

[Coram- Shri A.M.Garde-Chairperson, Shri A.P. Deshmukh-Member Secretary
Mrs. S.A.Jamdar- Member (CPO)].

1) Maharashtra Electricity Regulatory Commission, is, constituted u/s. 82 of Electricity Act 2003 (36/2003). Hereinafter for the sake of brevity referred as 'MERC'. This Consumer Grievance Redressed Forum has been established as per the notification issued by MERC i.e. "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress the grievances of consumers vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, (36/2003). Hereinafter it is referred as 'Regulation'. Further the regulation has been made by MERC i.e. Maharashtra Electricity Regulatory Commission. [Electricity Supply Code and other conditions of supply Regulations 2005]. Hereinafter referred as 'Supply Code' for the sake of brevity. Even, regulation has been made by MERC i.e. 'Maharashtra Electricity Regulatory Commission (Standards of

Performance of Distribution Licensees, Period for Giving Supply & Determination of Compensation) Regulations, 2014.' Hereinafter referred 'SOP' for the sake of convenience.

2) The brief facts are that :

The electric supply is given to the consumer's premises through meter no. 4041609 meant for tabela and is used for water pump and lighting. Consumer states that it is a single phase connection and the tariff applied for this single phase connection is LT-II (i.e. commercial) consumer further states that up to the month of June-2016, his consumption was progressive reading and the consumption for the month of June-2016 was '2199' units. From July-2016 to June-2018 he received the bills of RNT (i.e. for 24 months) consumer states that bills were generated for this period on average basic of '733' units per month, which were paid by him.

3) Consumer also states that in the month of July-2018 the reading was taken by the Licensee which was found as '2199'. It means it was the same reading. In July-2018 Licensee declare this meter as faulty/defective and issued a bill for accumulated period of 25 months, on average basis of '733' units per month which came as total '18325' units for Rs.38,860/- the consumer was also paid this bill on 21/08/2018.

4) It is the contention of the consumer that in the subsequent month i.e. in August-2018 he received a bill showing the same reading as '2199' and an average bill for '733' units was issued to the consumer under faulty status for Rs.9,210/- in the month of Sept-2018 same bill was generated showing faulty status, for Rs.9,091/-.

5) Further consumer stated that the bill which was received by him in the month of Oct-2018 shown current reading as '19619' and past reading as '2932'. Consumer stated that after a period of nearly 25 months for the first time he received the bill under **normal status** but of excess units of '16687' units for Rs. 2,24,870/- however consumer could not afford to pay this bill and hence for non-payment of bill his supply was disconnected that too without notice, on 21/11/2018.

6) Consumer further also submitted that in the month of Nov-2018 a bill again showing faulty status was received by him for new average of '6080' units for Rs.85,470/-with outstanding dues of Rs.2,27,680/- which came to total of Rs.3,13,150/-

7) Aggrieved by this consumer approached IGRC. No action was taken by Licensee. Hence consumer approached CGRF and requested that direction may be given to the Licensee to :

- i) Issue him bill for the disputed period as per 15.4.1 of condition of supply.
- ii) Replace the meter.
- iii) Issue only minimum bills.
- iv) Not to issue average bills further more.

v) Refund the excess amount paid by him revise the bills for August, Sept, Oct and Nov-2018 as per minimum charges.

8) Notice was given to Licensee vide Letter no. EE/CGRF/Kalyan /472 dt.24/12/2018 to which Licensee replied on dt.01/01/2019 stated that :

- i) *As per the application of the consumer, an electrical connection was given to him on 10/10/2018 to his tabela premises.*
 - ii) *From July-2016 to June-2018 the consumer was billed as on average basis of '733' units per month.*
 - iii) *In the month of July-2018 inadvertently the status of meter was changed to "faulty" and bills were generated as per average consumption of '733' units per month for the period from July-2016 to June-2018.*
 - iv) *In August -2018 to Sept-2018 also consumer received the bills on average basis of '733' units per month showing meter status as faulty.*
 - v) *In Oct-2018 the actual meter reading was 19619 and in August -2018 faulty progressive reading was again inadvertently shown as 2932.*
 - vi) *In Nov-2018 reading was not available hence bills were generated on average basis.*
 - vii) *Since the consumer did not pay Oct-2018 bill his supply was disconnected on 30/11/2018.*
 - viii) *Licensee has proposed B-80 of Consumer's bill as per final reading for the period of July-2016 to Nov-2018 by giving slab benefit and deducted average consumption of 1979 units.*
 - ix) *As per proposed B-80 (-) credit of 231108/- given and balance of Rs.83203/- for payment is still outstanding which consumer is liable to pay.*
 - x) *Licensee has tested the meter through meter testing unit, on 03/01/2019. The testing unit submitted the report that meter is in Burnt condition and without display and hence meter can not be tested. Hence by taking permanent disconnection bill revision is proposed.*
- Licensee stated that direction be given to consumer to pay the same.

9) We have gone through the documents placed before us and also heard the arguments of both the parties. Our observation are :

CPL shows that from July-2016 to June-2018 consumer has received the bill of RNT status (for 24 months) in this period bills were issued to him on average basis. In the month July2018 reading was found as 2199 which was the same reading in June-2016 shown in CPL Licensee in its say has stated that the status of meter was changed to faulty in the month of July-2018. CPL also shows faulty and RNT status for the disputed period. Licensee went on issuing bills to the consumer has paid a considerable amount against this bills.

10) We have also noted the statement in the reply of Licensee that the concerned meter is in burnt condition and without display and hence can not be tested. To get the alleged meter tested is right of the consumer as per the Regulation. If the meter can not be tested by Licensee as it is in burnt condition and without display in that case that meter should be treated as faulty

and bill be revised as per 15.4.1 of MERC (Standards of Performance of Distribution Licensees, Period for giving Supply and Determination of Compensation) Regulation 2014.

11) Licensee have also admitted that the bills issued to the consumer were charged on average basis for a period of 25 months.

Taking into consideration all the above this observations we are of the opinion that the meter no.4041609 of the consumer should be treated as faulty/defective and consumer should be billed as per Regulation 15.4.1 of which is reproduced as :

15.4.1 Subject to the provisions of Part XII and Part XIV of the Act, in case of a 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 15.4.1 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 billed for the period for which the meter has stopped recording, up to a 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.

12) Now at the outset excessive billing was made in Oct-2018 and the dispute has arisen. Meter was sent for lab testing but was found to be burnt and no display. There is no progressive reading for 12 months right from replacement of the said meter to find out average consumption. That being so the disputed bill is baseless and even for three months preceding to Oct-2018 when the dispute has arisen there is no average consumption available. There is no display in the meter as such last reading as shown in Permanent disconnection report cannot be tallied. As such the entire bill raised for the month of Oct-2018 has to be quashed.

13) A question arose as to applying 15.4.1 and whether all bills paid in the last 25 months are to be refunded rendering entire electricity consumed for 25 months free. In the face of this situation two lines of arguments came up. Mr. Deshmukh, Member Secretary cum Executive Engineer proposed that there is no refund suggested in the provision, as such when the excessive bill is quashed the grievance stands resolved. As against this Smt.Jamdar, Member (CPO) proposed that when then meter is faulty and there was no progressive reading entire amount already paid has to be refunded.

14) I as a Chairperson tried to evaluate both the propositions. Whether refunding entire money paid for 25 months for consuming electricity would be justiciable? There are defaults on

the part of the officials no doubt, but what a loss of Revenue for the company. Would it be just and fair? As against this as I read the provision, it restricts only to three months prior to the month in which the dispute has arisen. Consumer did not raise any dispute till Oct-2018 He has never complained that the bill was excessive any time till Oct-2010. There are several other factors also required to be considered. Though the meter reading is not regular there are some indicative remarks like, meter inaccessible, locked, RNT etc. This objectively indicates the reason for the defaults. Consumer has been paying the bills drawn all though without any complaint of excessive billing for 25 months. He has not said that he has not consumed electricity nor does he say that consumption was stopped or reduced in some period etc. Consumption after replacement of meter also in same pattern. Section 15.4.1 says that if a dispute has arisen and meter is faulty then the adjustment can be made only for three months prior to the month in which the dispute has arisen. We are not granting alleged accumulated consumption bill for the previous period and even bill for three months prior to Oct-2018 when dispute arose. As per 15.4.1 if there is any recovery to be made under the disputed bill it has to be restricted only to three months prior to the month in which dispute arose. There is no question of refunding undisputed bills already paid. This interpretation appears to be fair and reasonable. Distribution Licensee however cannot recover arrears of the period beyond three months.

15) In the above view of the matter refund of the undisputed bills paid for the previous period prior to three months before Oct-2018 can not be made. By the way it is also pointed out that the tariff paid is residential while user is for Tabela where water lifting motor is fixed. It is very difficult in the above view of the matter, to refund undisputed bills for previous 25 months.

Hence the Order

ORDER

- 1) The Grievance application of the consumer is partly allowed.
- 2) The disputed bill is quashed and rejected.
- 3) No other relief granted.
- 4) Compliance be made within 45 days and report be made within 60 days from the date of receipt of this order.

Date: 23/01/2019

(Mrs.S.A.Jamdar)
Member
CGRF, Kalyan

(A.P.Deshmukh)
Member Secretary
CGRF, Kalyan.

(A.M.Garde)
Chairperson
CGRF, Kalyan

NOTE

- a) The consumer if not satisfied, may file representation against this order before the Hon. Ombudsman within 60 days from the date of this order at the following address.

“Office of the Electricity Ombudsman, Maharashtra Electricity Regulatory Commission,606/608, Keshav Bldg, Bandra Kurla Complex,Mumbai 51”.

- b) Consumer, as per section 142 of the Electricity Act, 2003, can approach Hon. Maharashtra Electricity Regulatory Commission for non-compliance, part compliance or

- c) delay in compliance of this decision issued under “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2003” at the following address:-

“Maharashtra Electricity Regulatory Commission, 13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05”

- d) It is hereby informed that if you have filed any original documents or important papers you have to take it back after 90 days. Those will not be available after three years as per MERC Regulations and those will be destroyed.