

**BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM
AURANGABAD ZONE, AURANGABAD.**

**Case No. CGRF/AZ/ARC/709/2018/49
Registration No. 2018120020**

Date of Admission : 04.12.2018

Date of Decision : 26.03.2019

Bill in the name of : COMPLAINANT

Late Saluja Jaswantsing Jwalasing,

Complainant :

Shri Saluja Jitendrasingh Jaswantsing,

Waluj, Aurangabad

(Consumer No. 506560330015)

VERSUS

Maharashtra State Electricity Dist. Co. Ltd., : RESPONDENT

through it's Nodal Officer, EE(Admn),

Rural Circle, Aurangabad.

Dy. Executive Engineer,

Gangapur Sub Division

For Consumer : Shri Hemant Kapadia,

For Licensee : Shri D. R. Punde,
Dy. EE, Gagapur Sub Division,
Aurangabad.

CORAM

Smt. Shobha B. Varma, Chairperson

Shri Laxman M. Kakade, Tech. Member/Secretary

Shri Vilaschandra S. Kabra Member.

CONSUMER GRIEVANCE REDRESSAL DECISION

1) The applicant Shri Saluja Jitendrasingh Jaswantsing, Waluj, Aurangabad (**Bill in the name of** Late Saluja Jaswantsing Jwalasing) is a consumer of Mahavitaran having Consumer No. 506560330015. The applicant has filed a complaint against the respondent through the Executive Engineer i.e. Nodal Officer, MSEDCL, Urban Circle, Aurangabad under Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulation 2006 in Annexure (A) on 04.12.2019.

BRIEF HISTORY & FACTS RELATING TO THE GRIEVANCE:

- 2) The complainant has submitted his grievance as under :-
1. That, the petitioner is son of late Shri Jaswantsing Saluja and is in joint possession of premises situated at Gut No.4& 5, Village Waluj, Aurangabad. The petitioner is user of electricity supplied by Maharashtra State Electricity Distribution Co. Ltd. (Hereinafter referred to as MSEDCL) and therefore is a consumer of MSEDCL. Respondent is authorized and Responsible officer of MSEDCL company which is appointed as distribution licensee as per provision of Electricity Act 2003.
 2. That, late shri Jaswantsing saluja, father of the complainant purchased land situated at Gut No. 4& 5 , village Waluj, Taluka Gangapur, Dist. Aurangabad. After the death of his father in the year 2008, the said land was transferred in the joint name of the complainant and his mother Smt. Jasbirkaur Saluja.

3. The complainant has constructed a godown for admeasuring area 16925 sqft for storage of goods. It is submitted that in the year 2007, the complainant rent out part of the said godown, admeasuring 2500 sq ft, to M/S Tirupati Road lines for running his transport office.
4. The complainant submits that, as per advise given by the then MSEDCL officer, application was submitted for release of two Nos. separate connections by his father late Shri Jaswantsing Saluja in the year 2007. Accordingly a single phase connection bearing Con. No. 506561312011 and a three phase connection bearing consumer No. 506560330015 were released by Respondent on 03.01.2007 and 20.01.2007 respectively. Both the connection stands in the name of Late Shri Jaswantsing Saluja.
5. It is submitted that the tenant to whom part of the godown (area @2500 sqft) was rented out and was using electricity provided through single phase connection bearing con.No.506561312011, vacated the premises without clearing his dues towards electricity bills.
6. It is further submitted that since the dues of electricity bills were not paid by the tenant, Respondent MSEDCL transferred the arrears amount in the bill of complainant having consumer No. 506560330015. The complainant was required to pay the arrears amount as the electricity connection stands in the name of his father. The said single phase connection was permanently disconnected by MSEDCL. This fact discloses that there was no

dispute regarding payment of arrears standing in the name of consumer No.506561312011.

7. The complainant states that due to financial problems, the complainant then gave his premises to Shri Sunil R. Agrawal, Prop. Of M/S S.A. Multiplus for running his processing and assembly unit of M.S. RIMS required for two wheeler vehicle for three years starting from 01.07.2012 to 30.06.2015.
8. The complainant submits that since there was change in purpose of use of electricity i.e. from commercial to industrial and as the new tenant was in need of additional load of 15 kw, the complainant permitted the tenant to submit application for additional load of 15 Kw for his industrial activity.
9. It is submitted that accordingly the application for additional load (30+15=45 Kw) was submitted in the concerned office of Respondent. On receipt of application for additional load of 15 Kw for industrial purpose, the concerned officer of Respondent company visited the premises and after verifying the purpose of use of electricity, issued demand note for payment of charges on 10.12.2012. Payment of Rs. 82,450/- was made.
10. It is submitted that that Respondent, thereafter issued all the monthly electricity bills, after verifying actual use of electricity, as per applicable LT industrial tariff. The tenant has paid all the bills regularly.

11. It is stated that Mr. Sunil Agrawal, Prop. M/S S.A. Multi plus, vacated the premises in the month of Oct. 2014. There were no dues left to be paid towards electricity connection.
12. That thereafter the complainant entered into leave and licensee agreement with Shri Datta B. Rajguru, prop. of M/S Alok Infrastructures for running his factory of manufacturing of fabricated products. The period of agreement was for three years commencing from Nov.2014 to Oct.2017.
13. That, as the activity of manufacturing of fabricated products was categorized into Industrial activity and as there is no change in electricity tariff rates , Respondent continued to issue monthly electricity bills as per Industrial tariff and the same were paid by the tenants regularly.
14. That, in response to Govt. Of Maharashtra Policy for developing godowns & ware houses in rural sector, he decided to construct five Nos. of warehouses / godowns and completed the construction of five Nos. of sheds for storage of material in the year May 2017.
15. The complainant submits that Shri Datta B. Rajguru, prop. of M/s Alok Infrastructures vacated the premises in the month of Oct.2017 after completion of period mentioned in the agreement.
16. It is submitted that, after obtaining possession of premises occupied by Shri Datta B. Rajguru (M/s Alok Infrastructures), the complainant rented out the said godown along with other five newly constructed godowns to following six occupants.

1. M/s TCI Ltd., 2. Himalaya Agro, 3. ARK Logistic, 4. M/s Girnar Transport, 5. M/s Imperial Motor stores, 6. M/s Rajlakshmi Logistic.
17. That on 14.03.2018, the Flying squad of Respondent visited the premises and carried out inspection. However copy of inspection report was not provided to the Complainant in spite of his request.
18. The complainant was shocked to receive a provisional bill of Rs. 20,02,928/ dt. 25.06.2018 issued under section 126 of EA.2003 by Deputy Executive Engineer, Gangapur. No details of assessment, spot inspection report etc. were provided to the complainant by the Respondent .Copy of provisional bill dt. 25.06.2018 is produced on record.
19. That, on receipt of provisional bill dt.25.06.2018, he immediately contacted office of Deputy Executive Engineer, Gangapur and registered his protest of non acceptance of bill. The complainant also requested the Deputy Executive Engineer, Gangapur (Assessing officer) to provide copy of spot inspection report, assessment details, panchnama and CPL etc. However the said documents were not provided by the Respondent till today.
20. The complainant submits that no documents were provided by the Respondent till today nor any hearing was conducted by the Respondent as per provision of section 126 (3) of E.A.2003.
21. That, the Respondent has not passed any final assessment order in spite of lapse of eight months which violated provision of section 126 of Electricity Act 2003 and hence section 126 does not attract.

22. It is submitted that, the complainant has paid the current bill dt. 15.11.2018 for the month of Oct. 2018, issued by the Respondent for Rs. 1,22,670/-.
23. The complainant was shocked to receive a letter/notice dt 26.11.2018 of disconnection of electricity supply, issued by Deputy Executive Engineer, Gangapur, Sub Division.
24. That, the Respondent without providing any details has claimed the amount shown in provisional assessment bill as due towards tariff difference and not towards violation of section 126 of EA 2003. That, as per section 126 of EA 2003, the assessment amount is twice the recoverable amount. This facts discloses the claim of Rs. 20,02,927/- is incorrect .
25. That, the use of electricity till August 2017 to Oct. 2017 was of mixed nature i.e. industrial (M/S Alok Infrastructure) and M/S Imperial Motor stores (commercial). It is only after M/S Alok Infrastructure vacated the premises in Oct.2017 and the complainant has given the premises to above named companies, the tariff is required to be changed from Industrial to commercial. It is pertinent to note that the Respondent has already changed the tariff from Industrial to commercial from May 2018 onwards. The complainant is ready to pay the tariff difference amount calculated for the period August 2017 to May 2018.
26. The complainant has already informed about change in purpose of use of electricity as well as the names of the occupants to respondent vide his letter dt.22.05.2018.

27. The impugned bill of Rs. 20,02,927/- is incorrect and bad in eyes of law, Notice of disconnection of electricity supply was also issued by the Respondent.
28. It is prayed that :-
The bill of Rs. 20,02,927/- may be quashed & set aside & revised bill may be issued for commercial tariff from Aug. 2017 to May 2018.
- 3) The complainant has submitted rejoinder as under :-
1. The complainant has submitted in a rejoinder that he has entered into leave and License agreement for period 01.07.2012 to 30.06.2015 with Sunil Agrawal of M/S S.A. Multiplus who were engage in manufacturing of M.S. Rims required for vehicles , submitted application for additional load of 15 Kw for his industrial activity in the office of Respondent .
 2. The complainant has submitted that, after receipt of application, for additional load, Representative of Respondent MSEDCL Company visited the premises and it only after inspection and confirmation of purpose of use of electricity, the additional load was sanctioned and released by the Respondent to the appellant premises for industrial purpose. It is pertinent to note that the monthly electricity bills were thereafter issued as per LT Industrial tariff.
 3. The complainant has submitted copy of agreement and notice dt. 14.09.2013 issued by Commissioner of Central Excise & Service tax towards payment of service tax amount.

4. The above facts confirm that the electricity connection was used for Industrial activity and the bills issued by Respondent as per Industrial tariff were correct.
5. That M/s S. A. Multiplus, after receipt of notice vacated the premises in the month of Oct.2014. The complainant thereafter entered in to agreement with M/s Alok Infrastructure for three years period starting from Nov.14 to Oct. 2017. The new occupant (M/s Alok Infrastructure) was having registration under SSI and was engage in manufacturing of fabricated steel structures. Since the name of consumer and the purpose of use of electricity (Industrial) remained unchanged, Respondent continued to issue monthly bills as per Industrial tariff and the same were paid within stipulated time period by the user of electricity. M/S Alok Infrastructure vacated the premises after expiry of agreement period, i.e. in Oct.2017.
6. This fact also confirm that the use of electricity the use of electricity till Oct. 2017 was for Industrial purpose and the bills issued by Respondent as per LT Industrial tariff were correct.
7. The complainant has submitted that, in response to Govt. policy of constructing ware houses, he has constructed ware house in the said Gut Nos. in the year 2017 and after M/s Alok Infrastructure vacated the premises, gave all the warehouses on leave and license basis to M/S TCI Ltd, and others.
8. That after giving sheds on leave and License to 6 Nos. of Licensee, he vide his letter dt. 22.05.2018 informed The Deputy Ex. Engineer, Gangapur about same.

9. The above facts and submission confirms that the commercial use of electricity started from Oct.2017 onwards i.e after M/S Alok Infrastructure vacated the premises and the said premises along with newly constructed ware houses were given on leave and license basis to M/S TCI and others. The complainant accepts his liability of payment of electricity charges as per commercial tariff from Oct.2017 onwards.
- 4) The Respondent has submitted Say (Page 71) as under :-
1. That, the consumer has taken electric connection for commercial purpose on 20.01.2007. That in December in December 2011, the category was changed from Commercial to Industrial.
 2. That, on 14.03.2018, spot inspection was made by MSEDCL, it was found that electric connection standing in the name of Jaswantsingh Saluja, Consumer No. 506561312011 was in arrears of Rs. 1,21,410/- towards electric bill & permanent disconnection was made. In the name of Jitendrasingh Saluja, Consumer No. 506560330015, there was industrial connection & that connection was used for warehouse, godown, i.e. use for commercial purpose. Hence following defects were found to the vigilance branch of the Respondent.
 - a. Arrears of Rs. 1,21,410/-.
 - b. In spite of the fact that it was industrial connection, but use was commercial. The above arrears were transferred to Consumer No. 506560330015. That on 20.11.2018, the arrears of Rs. 1,20,080/- was paid wide receipt No. 9646545.

c. That as the consumer was using industrial connection for commercial purpose hence, bill dtd. 05.06.2018, for difference amount of Rs. 20,02,928/- was issued to him. For determination of period, the matter was referred to legal Section as per advise of Legal Section & Vigilance branch, the difference period of the consumer was determined as from December 2011 to February 2018 & accordingly bill of Rs. 20,02,928/- was issued. The consumer did not give details in which period, he has used the connection for industrial purpose. As the consumer has not paid the said bill, hence notice of disconnection, vide Order no. 799 dtd. 07.11.2018 was issued to him.

- 5) The complainant has submitted rejoinder (Page No. 72) as under :-
1. That, the Respondent has issued provisional assessment bill dt. 25.06.2018 u/s 126 of EA 2003. The complainant submitted his objection and non acceptance letter in the office of Assessing officer on 29.06.2018. However, no hearing was taken nor any final assessment bill has been passed by the Respondent till today. As per provision of section 126, it is mandatory to pass final assessment order within one month from date of issue of provisional assessment order / bill. The act of Respondent confirms violation of provision of section 126 of I.E. Act 2003.
 2. That, the Respondent has filed his reply on 08.01.2019 & 22.01.2019 wherein no documents confirming applicability of section 126 of EA 2003 has been submitted before the Forum. This

fact confirms that the provisional bill dt. 25.06.2018 is wrong and section 126 does not attract.

3. It is stated that initially the electricity connection (Consumer No. 506560330015) was taken for ware housing purpose and the complainant has paid all the bills as per applicable commercial tariff.
4. That from July 2012 onwards, the said premises was given on leave and License basis for industrial purpose. The complainant entered into leave and License agreement for three years starting from 01.07.2012 to 30.06.2015 with M/s. S.A. Multiplus who was engaged in manufacturing of M.S. Rims required for Bajaj two wheelers and others.
5. That, since M/s. S. A. Multiplus required additional load for his industrial activities, application for sanction of additional load of 15 Kw (Total $30+15=45$ Kw) for industrial purpose was submitted in the office of Respondent.
6. That after verifying purpose of use of electricity, Respondent changed the tariff from commercial to industrial and issued all further bills as per applicable industrial tariff and the same were paid by the occupier.

The above fact confirms that Respondent, after verifying use of electricity, sanctioned, released connection and issued bills after July 2012 as per industrial tariff.

7. Regarding payment of service tax with Govt. authorities, M/S S.A. Multiplus vacated the premises in the month of Oct.2014. The complainant has already submitted copy of notice dt.14.09.2013

issued by Commissioner of Central Excise & Service tax towards payment of service tax amount. The above facts confirms that M/s S.A. Multiplus was occupied the premises for his industrial activity. Since the agreement executed on stamp paper is under custody of concerned department.

8. M/s. S.A. Multiplus vacated the premises in Oct. 2014, he entered into leave and License agreement with Shri Datta Rajguru, proprietor of SSI unit namely M/S Alok Infrastructure who was engaged in manufacturing of fabricated steel structures. The period of said agreement was 01.11.2014 to 31.10.2017. The said licensee vacated the premises after expiry of agreement period, i.e. in Oct.2017. The copy of leave and License agreement is produced.
 9. That after Oct. 2017, the said premises along with other newly constructed ware house were given to various other companies for commercial use. The complainant has also informed the Respondent accordingly vide its letter dt.22.05.2018.
 10. That the use of electricity in the premises till Oct.2017 was for industrial purpose and it is only after Oct. 2017, the use is electricity has been changed from industrial to commercial. The complainant therefore accepts his liability of payment as per commercial tariff from the period Oct/Nov.2017 onwards.
- 6) We have perused the application, say & documents placed on record by both the parties. We have heard arguments advanced by both the parties i.e. Complainant's Representative Shri Hemant Kapadia and Respondent's Representative Shri Y. B. Nikam, EE(Admin), Rural Circle, Aurangabad & Shri

Punde, Dy. Executive Engineer, Gangapur Sub Division. Following points arise for our determination & its findings are recorded for the reasons to follow :-

Sr. No.	POINTS	FINDINGS
1)	Whether bill of Rs. 20,02,927.00 issued on dtd 25.06.2018 is correct ?	No
2)	Whether this Forum has jurisdiction to try the dispute ?	Yes
3)	For which period bill of tariff difference is required to be issued ?	From April 2016 to May 2018
4)	What order?	As per final order

REASONS

7) **Point No. 1 & 2** :- Consumer's premises electricity bill is standing in the name of Late Saluja Jaswantsing Jwalasing, Gut No. 405, Waluj, Aurangabad (Consumer No. 506560330015) was inspected by Flying Squad, Aurangabad on dtd 14.03.2018. Spot Inspection report for PD checking consumer (Page No. 39). Discrepancy as "Another connection in PD premises, wrong tariff (Activity Godown) TCI Company. & recommended action 1) Transfer the PD arrears of Rs. 1,21,410.00 on Consumer No. 506560330015, 2) Change of tariff difference since wrongly taken.

8) Respondent Dy. Executive Engineer, Sub Division, Gangapur issued provisional bill amount Rs. 20,02, 928.00 dtd 25.06.2018 & remark discloses "Provisional bill under section 126 of IE Act 2003 vide Assistant Director (S&E) Spot Inspection report no. 90 dtd 14.03.2018, Bill issued as per A.D. Vigilance, Aurangabad" (Page No. 45). The Dy EE, Gangapur Sub Division has submitted say on dtd 22.01.2019 (Page No. 71) and stated that consumer billing category

is “industrial” and use is found as “commercial” purpose i.e. godown, hence according to report from legal advice & Flying Squad report, bill was issued to consumer of tariff difference commercial to industrial from December 2011 to February 2018 amounting to Rs. 20,02,928.00.

9) During the Course of argument Shri D. R. Punde, DyEE, Gangapur Sub Division has accepted that, though the bill was issued previously under section 126 of IE Act 2003, in fact, it is a tariff difference bill. That, the consumer has not submitted any proof of document for which period, he has used supply for industrial purpose.

10) Another aspect of the disputed bill is that, neither there is reference in the spot inspection report, about unauthorized use of electricity made by the complainant, under section 126 of IE Act 2003, nor any procedure as laid down under section 126 of IE Act 2003 is followed. So also how calculation of amount of Rs. 20,02,928.00 of disputed bill was made, also went unexplained by the Respondent. Considering the aforesaid aspect, it is crystal clear that Section 126 was only formally written by the Respondent on the disputed bill. It is clear that, in fact there is bill only of tariff difference. So disputed bill of Rs. 20,02,928.00 is found incorrect & not recoverable from the complaint. So also this Forum has jurisdiction to try the dispute. We accordingly answer point No. 1 in the negative & point No. 2 in the affirmative.

11) **Point No. 3** :- Electric supply to consumer was released on dtd. 20.01.2007 in the name of Shri Saluja Jaswantsing Jwalasing for commercial purpose and sanctioned load was 30 KW. Consumer applied for load extension from 30 KW to 60 KW and use of industrial purpose. From CPL (Page 57) it shows that load extension sanctioned & entry in system taken in month December 2011. From this up to February 2018 CPL shows Load sanction 60

KW and tariff as industrial in the month March 2018 billing category is changed to commercial & sanction load is same as 60 KW.

12) Complainant representative submitted that, complainant gave his premises to Shri Sunil R. Agrawal, Proprietor M/s. SA Multiples for running his processing and assembly unit of MS Rims for three years from 01.07.2012 to 30.06.2015. He has submitted application of additional load 15 KW i.e. $30+15=45$ KW in concern office of Respondent. He has also paid demand note on 01.12.2012. But CPL shows that load was already extended from 30 to 60 KW in December 2011 & category is also changed from commercial to industrial, hence this application & documents of agreement are not in consonance with CPL entries.

13) Complainant has also submitted that, after S.A. Multiplus vacated the premises in month October 2014, the complainant entered in to leave and licensee agreement with Shri Datta B. Rajguru proprietor of M/s. Alok infrastructure for running his factory of manufacturer of fabricated products and agreement was for three years commencing from November 2014 to October 2017.

14) M/s. Alok Infrastructure vacated the premises in month Oct. 2017 and complainant completed the construction of five nos. sheds for storage of material in May 2017 and rented out said godown to six occupants 1) M/s TCI Ltd., 2) Himalaya Agro, 3) ARK Logistic, 4) M/s. Girnar Transport, 5) M/s Imperial Motor Stores and 6) M/s. Rajlaxmi Logistic.

15) Complainant has submitted agreement of leave and licensee with M/s. Alok Infrastructure for period 01.11.2014 to 31.10.2017 dtd. 20.11.2014 and with M/s. S.A. Multiplus period 01.07.2012 to 30.06.2012.

16) Complainant has submitted that M/s. S. A. Multiplus vacated premises in October 2014 means before completing the agreed lease & licensee period. Copies of leave and licensee agreement of 1) M/s TCI Ltd., 2) Himalaya Agro, 3) ARK Logistic, 4) M/s. Girnar Transport, 5) M/s Imperial Motor Stores and 6) M/s. Rajlaxmi Logistic are not produced on record by the complainant.

17) Flying Squad has visited premises on 14.03.2018 and instructed to change tariff LT VB to LT-II & recover the wrong tariff difference.

18) Complainant has not produced copy of leave & licensee agreement entered in to by him with aforesaid six occupants & has not taken permission from licensee from time to time to charge the category otherwise could have enjoyed lower tariff i.e. industrial up to date of detection of Flying Squad.

19) As such taking in to account date of detection during spot inspection dtd. 14.03.2018 the licensee is entitled to recover tariff difference from April 2016 to March 2018 as per Section 52(2) of IE Act 2003. For this purpose we rely on the recent Judgment of Hon High Court of Judicature at Bombay, Civil Appellate Jurisdiction

WRIT PETITION NO. 10764 OF 2011

MSEDCL through its SE, O&M Circle Sindhudurg Kudal VS The Electricity Ombudsman, 606, Keshava Bandra Kurla Complex Bandra (E), Mumbai & Other (1)

WITH WRIT PETITION NO. 6783 OF 2009

MSEDCL, Pune Rural Circle, Pune, V/s Venco Research And Breeding Farms Pvt. Ltd., & Other (1).

WITH WRIT PETITION NO. 495 OF 2015

M/s Intox Pvt. Ltd., V/s The SE, MSEDCL, Pune Rural Circle, & Others (2)

WITH WRIT PETITION NO. 4573 OF 2016

Ultra Tech Cement Limited, Navi Mumbai V/s MSEDCL through its SE, MSEDCL, Vashi Circle, & Others (3)

WITH WRIT PETITION NO. 5367 OF 2016

Bulk Cement Corporation (India) Limited, & Other(1) V/s MSEDCL, Prakashgad, Bandra (East), Mumbai & Other (1)

WITH WRIT PETITION NO. 9858 OF 2016

Ambuja Cements Limited, Moha Village V/s MSEDCL, Vashi, Navi Mumbai. & Other (1)

AND ORIGINAL SIDE WRIT PETITION NO.498 OF 2009

The Municipal Corporation of Greater Mumbai, V/S Beach Tower Condominium, Mumbai

ORIGINAL SIDE WRIT PETITION NO. 1850 OF 2013

Brihan Mumbai Electric Supply and Transport Undertaking & Other(1) V/s Maker Tower E and F premises Coop. Soc. Ltd., Mumbai & Other (1) .

Hon'ble Bombay High Court has laid down ratio :

20) In (para 66)

“66. By subsection (2), the category or the beneficiary of electric supply, namely, the consumer is covered. As far as that consumer is concerned, by an overriding effect, subsection (2) says that Section 56, which may have a marginal heading as disconnection of supply in default of payment, but so far as the consumer is concerned, no sum due from him under Section 56 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 arrears of charges for electricity supplied. If this condition is satisfied, then alone the licensee shall cutoff the supply of electricity and not otherwise. Now the issue raised before us is very specific. We do not think that there is any difficulty or confusion in understanding the ambit and scope of the section. Subsection (2), which is not in the nature of a proviso, as contended by the learned Advocate General, but is an independent provision which applies only to consumers. All the words and expressions that are employed and used in the section in hand

have been defined. Unless the context otherwise requires, the definition is as set out in Section 2 and its clauses. In the case of subsection (2) of Section 56, it is the consumer to whom the electricity is supplied. He cannot be vexed in the event the licensee is negligent in recovering the amount due. The licensee can recover the amount due from the consumer only for a period of two years when such sum became first due. In the event, after two years the licensee wants to recover the amount, then it is the obligation and duty of the licensee as well to show the sum due from the consumer continuously as recoverable as arrears of charges for the electricity supplied to the consumer. The supply may be already effected and the charges may be unpaid. However, in the running/monthly bills which are dispatched to the consumer, such sum has to be continuously shown as recoverable as arrears of charges of electricity and then alone, after the period of two years, the recovery is permissible. The precondition for disconnection of electricity in the case of any consumer is distinctly set out. In addition to a fifteen days' clear notice in writing before disconnection, the licensee must also satisfy the Court or the Legal Forum that there was not only a neglect to pay on the part of the consumer but additionally the licensee has initiated the steps in terms of this provision before the expiry of two years. In case this section is invoked against any consumer after two years, then, action in terms thereof will be permissible only after the sum which was first due has been shown continuously or carried as recoverable as arrears of charges for the electricity supplied. This is ordinarily done by intimating or notifying to the consumer, in the running or monthly bills, such arrears together with the charges for the electricity supplied in the given month."

21) Considering the ratio of the case, we the licensee is entitle to entitle to recover the tariff difference amount preceding the two years of the spot inspection dtd 14.03.2018. Respondent is entitled to recover the difference amount from April 2016 to March 2018.

22) For these reasons, we answer point No. 3 accordingly. We proceed to pass following order in reply to Point No. 4.

ORDER

The application is allowed in the following terms :-

- 1) The disputed bill issued of Rs. 20,02,927.00 on dtd 25.06.2018 to the complainant is hereby set aside & quashed.
- 2) The respondent is directed to issue revise bill for tariff difference from April 2016 to March 2018, i.e. Commercial to Industrial.
- 3) Parties to bear their own cost.
- 4) Compliance be reported within 30 days from the date of receipt of the order.

Sd/-
Shobha B. Varma
Chairperson

Sd/-
Laxman M. Kakade
Member / Secretary

Sd/
Vilaschandra S.Kabra
Member