



CONSUMER GRIEVANCE REDRESSAL FORUM
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Case No.: 05/2019
Date of Grievance: 01/04/2019
Date of Order: 21/05/2019

M/s. Ajanta Universal Fabrics Ltd.,
 P.No. B.60 to B.63,,
 Opp. Water Treatment Plant, Taswade MIDC,
 Tal- Karad, Dist- Satara.

Applicant

(Hereinafter referred to as consumer)

Versus

Superintending Engineer
 M.S.E.D.C.L., O&M Circle,
 Satara.

Opponent

(Hereinafter referred to as Licensee)

Quorum

Chairperson Mr. B. D. Gaikwad
 Member Mr. S. K. Jadhav
 Member Secretary Mr. M. A. Lawate

Appearance:-

For Consumer: - 1-Mr. Ashok Patil (Representative of Ajanta Univarsal Fabrics Ltd.)

For Respondent: - 1- Mr. Santosh Bhosale, Deputy Manager, Account department, Satara.
 2- Mr. Sidhardh Kulkarni, Jr. Clear, Satara.

ORDER

(Date:- 21/05/2019)

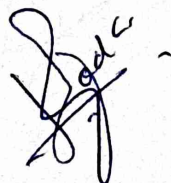
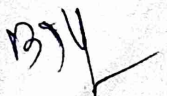
1. The Complainant above named has filed present Grievance under regulation 6.4 Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations 2006, Hereinafter referred to as Regulation of 2006.

2. The Complainant above named is HT power-loom consumer and runs its business at karad Dist-Satara. The consumer No is 197459020270. It is HT 1A Industrial connection of 33 kv. The State Government has declared concessional tariff to power loom consumers in the month of December 2003. It is the duty of MSEDCL to make necessary changes in the billing system to issue correct bills to the consumers availing such concessional tariff. The MSEDCL has not incorporated such changes in the billing system at satara Circle.
3. The MSEDCL satara circle HT billing unit issued bills from December 2003 with normal rate under HT 1 C category instead of concessional rate. The above consumer has immediately approached MSEDCL and it agreed that the bill issued with non-concessional rate was not proper and corrected the bills as per concessional rate by hand only. The consumer has accordingly paid bills corrected by hand as per concessional tariff. However, the necessary changes were not made in computerized billing system through B80 documents by following certain procedure. The concessional rates were also not fed in computerized billing system.
4. It is the contention of consumer that due to this fault of MSEDCL, the difference in normal bill and concessional bill was shown as bill amount not paid by the consumer. This is basic illegal act on the part of MSEDCL. The consumer is therefore went in arrears without any fault and though consumer was paying bills at concessional rate as per rules. The bills were corrected by hand from month to month and were accepted. The consumer has made complaints to MSEDCL from time to time.
5. It is the case of consumer that from January 2004, It had losses of delayed payment charges (DPC) though consumer was paying bills within due date. The difference of bill amounts at normal rate and concessional rate were shown as arrears wrongly. This amount was accumulated month by month. The interest was charged on the so called arrears every month. The MSEDCL has not given interest on security deposit which is to be given in the month of May every year. This amount of interest was wrongly adjusted towards so called arrears.
6. The MSEDCL has gone a step further, and issued disconnection notice dated 16.04.2015 but did not disconnect the supply. The superintending Engineer, Satara, has many times referred the matter to Chief Engineer, Baramati for approval of adjustment of so-called arrears. and there is such correspondence. The SE Satara has



calculated amount of arrears of Rs. 77,04,657/- The CE Baramati has shown arrears of Rs. 21,18,418/- plus interest of Rs. 53,86,988/- which comes to Rs. 75,05,406/- instead of Rs. 77,04,657/-

7. It is further contended by the consumer that after long interval SE satara has received letter dated 16.10.2015 approving the credit of Rs. 62,79,566/- out of false arrears. According to consumer approval amount should have been Rs 77,04,657/- The MSEDCL Head office (HO) did not give approval for crediting balance amount of Rs. 12,25,840.33/- and demanded said amount for giving credit of Rs. 62,79,566/-. The consumer has paid Rs. 12,25,840/- on 20.10.2015 to get the credit of Rs. 62,79,566/-
8. According to consumer the credit of Rs. 14,25,09/- should be given instead of Rs. 12,25,840/- The SE satara has not followed Head office for approval from Oct 2015 nor Baramati Zone office has finalized the dispute
9. The consumer thereby submits that an amount of Rs. 14,25091/- shall be refunded with interest. It also prays for Rs. 376730/- as tariff rate difference for Jan 2014 bills. It also claims excesses payment of Rs. 97300.85. It also claims amount of Rs. 3,25,113.77/- towards interest on security deposit for the years 2011-2012 to 2014-2015 According to consumer inefficient and improper billing system has resulted in excess recovery of Rs. 22,24,235.62 paisa and it claims said amount with @ of Rs. 12 % p a u/s 60 (6) of IE Act 2003 from the due dates It also states that interest amount be recovered from the officials responsible for the delay.
10. The MSEDCL has resisted the grievance by filing say. It denied the claim of consumer in toto. It contended that the effect of concessional tariff has given to the consumer in monthly energy bills. The amount of Rs. 5,99,869 of concessional tariff was adjusted in the bill of Sept 2008. There is pending subsidy of Rs. 12,25,840/- and the matter was referred to corporate office on 26/05/2010 and 28/07/2015. The MSEDCL has not received subsidy amount of Rs. 12,25,840/- from corporate office or Govt of Maharashtra. The said amount was therefore treated as arrears of consumer. The consumer is not entitled to claim said amount and interest thereon.
11. The consumer has claimed Rs. 14,25,091/- instead of Rs. 12,25,840/-. The consumer was in principal arrears of Rs. 21,18,417.67 and interest on arrears of Rs. 53,86,988.96 and total dues from consumer was of Rs. 75,05,406.63 as on August 2015. The MSEDCL issued letter and informed consumer if the amount of Rs. 12,25,840/- is paid, the effect

of credit B80 will be given. The consumer has deposited said amount on 20.10.2015 and credit of B80 of Rs. 62,79,566.63 was given and said amount was adjusted in monthly bill of Oct 2015.

12. It is contended that consumer is not entitled to Rs. 3,25,113.77 towards the interest on security deposit as claimed. The subsidy amount of Rs. 12,25,840/- is not received and said amount was treated as arrears and so consumer is not entitled for interest on security deposit. The said amount of interest on security deposit is already given and adjusted against principal arrears due to non-receipt of subsidy is adjusted against bill of feb 2014. The consumer is also not entitled for additional credit of Rs. 97,300/- as subsidy.
13. It is further contended that the consumer is not entitled for Rs. 3,76,730/- as the said amount it adjusted against the bill feb 2014. The consumer is also not entitled for additional credit of Rs. 97,300/- as subsidy amount of Rs. 12,25,840/- is not received. The said amount was deposited by the consumer on 20.10.2015 to get credit of Rs. 62,79,566.63/- and same is adjusted in Oct 2015 billing.
14. The MSEDCL further submitted that present grievance is not submitted within the period of limitation as laid down in Regulation No.6.6 of said Regulations of 2006. Even credit of Rs. 62, 79,566.63 was given in Oct 2015 and present grievance is submitted on 1.8.2018 which is clearly time-barred. The respondent thereby prays that present grievance may be dismissed with cost.
15. We have heard representatives of both parties. We have also perused documents on record. In view of rival submissions of the parties, following points arise for our consideration and we have recorded our findings thereon for the reasons stated hereinafter.

POINTS-

I) Whether present grievance is within the period of Limitation? :- No

II) Whether present consumer is entitled for the reliefs claimed? :- No

III) What Order?

FINDINGS-

:- As Per Final Order

REASONS.

16. The learned representative of MSEDCL has submitted that present grievance is not within the period of limitation and has placed reliance on Regulation No. 6.6 of Regulations 2006, which reads as under-

"6.6 The forum shall not admit any grievance unless it is filed within two years from the date on which the cause of action has arisen"

The perusal of grievance and documents on record clearly indicates that cause of action has arisen lastly on Oct 2015 when credit of Rs. 62,79,566.63 was given in monthly bill of Oct 2015.

17. The record indicates that power loom subsidy of the present consumer was of Rs. 18,25,709/- for the period 1.12.2003 to 31.5.2005. It is necessary to note that out of said amount the subsidy of Rs. 5,99,869/- only was received and was adjusted towards the bills of consumer. It is submitted on behalf of MSEDCL that the amount of Rs. 12,25,840/- is yet to be received and so said amount was shown as arrears and interest is charged on said arrears as per rules. In our view, the cause of action in respect of subsidy amount of Rs. 12,25,840/- was raised in the month of Sept 2008 when part of subsidy of Rs. 5,99,869/- was adjusted in Sept 2008 bill. It appears that MSEDCL has also followed the matter and asked for subsidy in the year 2010 and 2015. Under these circumstances, as the grievance is not submitted within the period of two years, it is time-barred. It is submitted on behalf of consumer that there is several correspondence and claim is within the period of limitation. If there is some delay it may be condoned As there is no provision for condonation of delay, we have to go by letters of regulations and delay cannot be condoned. The consumer has paid said amount of Rs. 12,25,840/- on 20.10.2015 and even thereafter grievance is not submitted within the period of two years. We are also of the opinion that if the consumer is entitled for subsidy of Rs. 12,25,840/- same should be adjusted in further bills, whenever said amount is received by MSEDCL. In our view consumer is not entitled to claim said amount from MSEDCL with interest as it is not received by MSEDCL.





18. The consumer has also claimed amount of Rs. 3,25,113.77 as interest on security deposit for the period 2011-2012 to 2014-2015. According to consumer said interest should have been credited in the energy bills; but said amount is adjusted in arrears. It may be noted that amount of subsidy of Rs. 12,25,840/- was not received and it was shown as arrears for long period and so interest must have been charged on said amount. The interest on security deposit was therefore adjusted towards the arrears. Moreover, it was adjusted for the period 2011-2012 to 2014-2015 but no grievance was submitted before this forum within the period of two years and so at this stage grievance is certainly out of the period of limitation.
19. The consumer has also claimed Rs. 3,76,730/- with interest towards tariff rate difference for Jan 2014. According to MSEDCL said amount is adjusted against the bill of feb 2014. It is also submitted by MSEDCL that the consumer is not entitled for additional credit of Rs. 97,300/- as subsidy amount of Rs. 12,25,840/- was not received, It may be noted that cause of action for this grievance has arisen long back in Jan 2014 and Feb 2014 but consumer submitted grievance on 1.08.2018, and same is time-barred.
20. The learned representative of consumer has placed reliance on case No. 23/2004 and case No. 103/2018 wherein MERC has directed licensee to pay interest. In our view, when consumer is not entitled for the amounts claimed, there is no question to award interest.
21. It is also submitted by the consumer that there is several correspondence between, the parties and grievance is within the period of limitation. In this regard, MSEDCL submitted that mere representation, will not extend period of limitation.
22. The learned representative of MSEDCL rightly placed reliance on said regulation No. 6.6 wherein it is laid down that forum shall not admit any grievance unless it is filed within the period of two years from the date of cause of action. The question before us is whether the request applications given to MSEDCL would extend the period of limitation of the two years. In this respect, MSEDCL submitted that period of limitation cannot be extended and there is no provision for condonation of delay. The MSEDCL placed reliance on following two cases of Supreme Court of India.



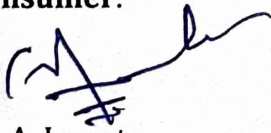
- 1) State Bank of India V/s M/s. B.S. Agricultural Industries Civil appeal No. 2067/2002 dated 20.03.2009 S.C.
- 2) State of Tripura V/s. Arabinda Chakraborty Civil Appeal No. 1322/2007 dated 21/04/2014 S.C.


In both the above cases, Apex court held that simply by making representation, the period of limitation would not get extended. The law does not permit extension of period of limitation by mere filling of representations. A person may go on making representations for years and in such an event the period of limitation would not commence from the date on which the last representation is decided. In our opinion, ratio of above cases is very well applicable to present case. We therefore hold that present representation is not submitted within the period of two years from the date of cause of action. It cannot be said that cause of action is continuing cause of action.


23. In view of above discussion, we are of the opinion that consumer is not entitled for the reliefs claimed. We thereby answer above both points in the negative and pass following order.

ORDER

- 1- The grievance is hereby dismissed.
- 2- No order as to costs.
- 3- It is also made clear that whenever subsidy amount of Rs. 12,25,840/- is received by MSEDCL, it shall be adjusted into the future bills of the consumer.


M. A. Lawate
Member/Secretary
CGRF, BMTZ, BARAMATI


S.K. Jadhav
Member
CGRF, BMTZ, BARAMATI


B.D. Gaikwad
Chairperson
CGRF, BMTZ, BARAMATI
21/05/2019

Note:- 1) The Consumer if not satisfied may file representation against this order before Hon'ble Ombudsman within 60 days from date of this order at the following address.

**Office of the Ombudsman,
Maharashtra Electricity Regulatory Commission,
606/608, Keshav Building, BandraKurla Complex, Bandra (East), Mumbai-51.**