

**CONSUMER GRIEVANCE REDRESSAL FORUM,**  
**AKOLA ZONE, AKOLA.**  
***" Vidyut Bhavan" Ratanlal Plot ,Akola. Tel No 0724.2434475***

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**ORDER.**

**Complaint No. :- 33/ 2017**

**In the matter of grievance pertaining to refund of infrastucture cost with interest, alongwith service connection charges.**

**Quorum**

**Dr.V.N.Bapat- Chairman**

**Shri.D.M.Deshpande, Member(CPO)**

**Shri. R.A.Ramteke, Member - Secretary**

Sou. Maya Arun Ingle :- Complainant  
C/O Arun.J.Ingle  
Shivaji chowk, mothi umri  
Consumer No Ag. 31408003450  
Akola 444005

....Vrs.....

Ex. Engineer MSEDCL :- Respondent.  
O&M ,Akola (Rural) Division

**Appearances: -**

Complainant Representative :- Shri.Ashish Chandarana  
Respondent Representative :- Mr. P.D.Kale  
Dy. Ex.Engineer, Balapur

1 On being aggrieved by the decision of IGRC Akola issued vide order No. 2806 dated 230/06/2014, the complainant, Sou. Maya Arun Ingle of Akola approached this Forum with grievance under regulation 6.4 of MERC CGRF and OMBUDSMAN Regulation 2006 for resolving it.

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The Complainant's case in brief is that, the Complainant applied for Agriculture connection and paid necessary charges as demanded by N.A.MSEDCL on 18/11/2014. According to Complainant N.A.MSEDCL should have released Ag connection within 3 months, from the date of payment as per provisions of SOP regulations. According to Complainant N.A. MSEDCL failed in their performance and did not release electric supply to Ag pump upto 17/01/2015, though mandatory for N.A. According to complainant on persuing hard for connection, N.A MSEDCL asked Complainant to spend infrastructure cost under DDF head by giving reference of departmental circular .Accordingly Complainant agreed and complied with all the directives, including entering into agreement under the belief that being Govt. enterprise, directed procedure must be lawful. According to complainant, subsequent to release of connection it was revealed that, MERC never approved schedule of charges for DDF and complainant was not required to pay infrastructure cost. According to complainant though the sanction was revised under DDF in year 2015, the estimate was not revised, so also the drawing and errection at site has been done as per earlier drawing, in violation of definition of DDF elaborated by MERC in case no 56 of 2007 issued by order dated 16.02.2008, according to which extension of L.T. line does not constitute DDF. According to complainant any undertaking or agreement inconsistent with law is invalid and there cannot be estoppel against law and referred MERC order in case no 93 of 2014, and prayed for refund of infrastructure cost with interest and refund of service connection charges Rs 3500/- as work executed by complainant, alongwith refund of Rs 100/- recovered by MSEDCL toward agreement, as upto 67 HP, no separate agreement is necessary and Rs 920/- towards supervision charges. Complainant annexed with complaint IGRC order, demand note, paid M.R.,MERC case no 56 of 2007, firm quotation dated 30/03/2015 for Rs 920, MR for Rs 920, MERC case no 74 of 2015, letter CE/Amz/1413 dated 26/02/2015 and EE(R) Akola letter no 2290 dt 16/05/2017 addressed to IGRC Akola.

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Reply came to be filed by N.A MSEDCL on 28/11/2017, on issue of 15 days notice by Forum. According to N.A MSEDCL estimate for providing electric supply to Ag pump of Sou. Maya Arun Ingle at Nimkarda Tq. Balapur was

sanctioned by Dy.EE Balapur vide AE/BLA/SPAPE/12.13/4 dt 3./03/2013 for 0.36 km LT and complainant has paid necessary charges Rs 6100/- on 15/11/2014. Subsequently the said Ag connection was sanctioned in DDF 1.3% supervision charges scheme as per consent given by complainant and complainant has paid Rs 920/- supervision charges after entering into agreement. According to N.A.MSEDCL, the infrastructure cost is spent by complainant under DDF scheme after entering into agreement and hence refund of cost is not possible. N.A MSEDCL have however agreed to refund service connection charges and Rs 100/- towards agreement charges. N.A MSEDCL did not annex any document with reply.

4 Shri. Ashish Chandarana learned representative for complainant and shri.P.D.Kale Dy.EE learned representative for respondent MSEDCL were present for the hearing held on 12/12/2017. Shri. Ashish Chandarana learned representative of complainant urged that complainant app'ied for Ag connection at Nimkarda, some time before 30/03/2013, the original copy is in the custody of N.A MSEDCL and N.A MSEDCL accorded approval to estimate under SPA scheme on 30/03/2013 and brought to the notice of Forum the sanction estimate number mentioned on demand note issued on 15/11/2014. Mr. Ashish Chandarana referred SOP regulation according to which, brought to the notice of Forum the obligation on the part of MSEDCL to release connection within 3 months and its failure and urged that demand note is issued after nearly two years on 15/11/2014, received on 18/11/2014 and paid on the same date. Mr. Ashish Chandarana brought to the notice of Forum that consent for DDF was given under belief that procedure is lawful and complained that, MSEDCL did not perform their obligation under SOP regulation. Complainant's representative brought to the notice of Forum, directives given by MERC in case 56 of 2007. Commission directs that "MSEDCL should submit 'schedule of charges' proposing rates on normative basis, for providing dedicated distribution facilities, within two weeks from the date of this order in accordance with the requirement of regulation 3.3.3 of supply code regulation 2005", and urged that schedule of charges are not approved by MERC, as not proposed by MSEDCL uptill now and hence referred case no 94 of 2015 to show N.A.'s contention that there can be no estoppel against the law and urged that

DDF agreement in absence of approved schedule of charges by MERC is illegal and not enforceable. Mr. Ashish Chandarana further argued that N.A. MSEDCL even did not release Ag connection as dedicated facility as agreed, but released tapping connection on common network, which according to case no 56 of 2007 doesn't amount to DDF facility as defined by MERC, at clause no 12 of the order, in case no 56 of 2007 and also brought to the notice of Forum the contradictory clauses of agreement such as clause no 14 and 31. Mr. Ashish Chandarana brought to the notice of Forum excess service connection charges collected by MSEDCL so also Rs 100/- toward agreement, not disputed by MSEDCL in their reply and prayed to refund cost of infrastructure as per estimate, with interest alongwith excess S.C. charges and agreement charges.

5 Mr. P.D.Kale Dy.EE, learned representative for N.A did not dispute the refund of excess service connection charges and agreement charges, however urged that since complainant has given consent for DDF, alongwith A1 application for connection, infrastructure cost cannot be refunded. As no documents to substantiate the plea are filed by N.A MSEDCL, the directions were given to file original A1 form, consent letter, application for DDF, copy of agreement and CPL on or before 14/12/2017. The photo copies of these documents are filed on record on 14/12/2017 by N.A MSEDCL.

6 Having heard the parties and after considering the material documents placed on record the Forum is of the view as under:

- i) Since N.A MSEDCL have not disputed and agreed to refund service connection charges recovered twice and so also Rs 100/- towards agreement as application for Ag connection (A1 form) itself constitute agreement. Forum is of the view that N.A MSEDCL should refund Rs 3500 less 1.3% towards S.C charges alongwith Rs 100/- collected towards agreement charges.
- ii) The issues involved in refunding Rs 63025/- estimated cost incurred by complainant towards infrastructure cost and Rs 920/-towards sop supervision charges are-----

- A) Whether N.A MSEDCL is authorized to recover all expenses towards infrastructure for dedicated distribution facility as per law.
- B) Whether N.A MSEDCL have provided DDF facility to complainant as per provisions of law.
- C) Whether agreement not as per provisions of law, is enforceable.

Forum is of the view that N.A MSEDCL is authorized as per clause No 3.3.3 of supply code regulation 2005 to recover all expenses reasonably incurred in providing dedicated distribution facility, provided consumer opts at his own to avail such facility. In the present grievance, N.A MSEDCL failed to file on record the original A1 application prior to march 2013, even after direction from the Forum .N.A MSEDCL have filed copy of A1 signed by the complainant without dated acknowledgement by MSEDCL and its chronological number without seal of MSEDCL, while consent for DDF dated 18/11/2014 is filed on record to infer that DDF facility was not demanded by complainant in 2013 when A1 application was submitted, Forum is of the view that N.A MSEDCL have failed in their universal obligation to release connection as per E.A 2003 read with SOP regulation 2005/2004. Forum find considerable substance in plea of complainant that consent under DDF was given under the directives of N.A MSEDCL. Forum is of the view that N. A MSEDCL have violated the directives given by commission in case no 56 of 2007 to get approved schedule of charges under DDF. N.A MSEDCL could not bring on record, the approval of schedule of charges under DDF, Forum is of the view that N.A MSEDCL cannot recover charges under DDF until schedule of charges for DDF are get approved from MERC as directed in case no 56 of 2007 dated 16/02/2008, Forum is of the view that any agreement between N.A and complainant for DDF facility in contravention to provision of law is not binding and enforceable. Forum is of the view that N.A MSEDCL have not provided dedicated distribution facility to Ag pump of complainant, as N.A's representative during argument have admitted the fact that 0.36 km of L.T tapping line is erected for giving supply to Ag pump of complainant, on common network and DDF is defined by commission in case no 56 of 2009 as:- "It is clear from the defined term that mere extension or tapping of existing line (LT or HT)cannot be treated

as dedicated distribution facility, such extension or tapping being part of the common network will be affected due to any fault or outages on the common network and cannot be considered as a facility solely or clearly dedicated for giving supply". Forum is of view that N.A MSEDCL has violated their own agreement. In view of above Forum came to the conclusion that DDF facility was not provided to complainant besides non approval of schedule of charges under DDF by MERC and complainant liable to get refund of infrastructure cost of Rs 63025/- as per sanctioned estimate vide CE/MM/T/14-15/364 dt. 24/02/2015, with interest at the rate payable on security deposit by MSEDCL from date of connection on 05/09/2015 till refunded. It is already brought on record by N.A MSEDCL vide letter no EER/2284 dated 17/03/2015 addressed to Dy.EE Balapur that necessary bills towards infrastructure cost are collected and are in custody of N.A MSEDCL and not disputed by N.A. With these observations Forum proceeds to pass following unanimous order.

## Order

- 1) The complaint no 33/2017 is hereby partly allowed.
- 2) The N.A MSEDCL is directed to refund infrastructure cost spent by complainant Rs 63025/- as per estimate for DDF being non DDF facility with interest from 05/09/2015 date of connection, till refunded in ensuing bill at the rate applicable for security deposit.
- 3) The N.A MSEDCL is directed to refund Rs 920/- recovered towards 1.3% of DDF, to be adjusted in ensuing bill.
- 4) The N.A MSEDCL is directed to refund excess S.C. charges Rs 3454/- and Rs 100/- excess agreement charges to be adjusted in ensuing bill.

- 5) Parties to bear their own cost.  
6) The N.A MSEDCL is directed to report compliance to the Forum within one month.

  
R.A. Ramteke  
Member/Secretary

  
D.M. Deshpande  
Member (CPO)

  
V.N. Bapat  
Chairman

Contact details of Electricity Ombudsman appointed by MERC (CGRF&EO) Regulations 2006 under Regulation 10:

THE ELECTRICITY OMBUDSMAN,  
Office of Electricity Ombudsman (Nagpur)  
Plot No.12, Shrikrupa, Vijaynagar, Chhaoni,  
Nagpur-440 013. Phone:- 0712-2596670

No. CGRF / AKZ/ Akola/173

Dt. 3/12/2018

To,  
The Nodal Officer,  
The Executive Engineer MSEDCL,  
O&M Division, Akola Rural

The order passed on 03/12/2018 in the Complaint No. 33/2017 is enclosed herewith for further compliance and necessary action.

  
Secretary,

Consumer Grievance Redressal Forum,  
MSEDCL, Akola Zone, Akola.

Copy fwcs to:

1. The Superintending Engineer, MSEDCL, O&M Circle, Akola
- 2) Sou. Maya Arun Ingle C/O Arun.J.Ingle  
Shivaji chowk, mothi umri Consumer No Ag. 31408003450  
Akola 444005