



## BEFORE THE OMBUDSMAN

(Appointed by the Maharashtra Electricity Regulatory Commission under Section 42(6) of the Electricity Act, 2003)

606, 'KESHAVA', Bandra Kurla Complex, Bandra (East), Mumbai 400 051  
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### **REPRESENTATION NO. 2 OF 2006**

In the matter of Abnormal Bill

M/s. Lunar Engineers (Nagar), Ahmednagar..... Appellant  
V/s.  
Maharashtra State Electricity Distribution Co.Ltd., Ahmednagar..... Respondent

Present:

1. Shri W.G. Gorde, Ombudsman
2. Shri S. N. Yadwad, Secretary

On behalf of the Appellant:

1. Shri S. M. Kulkarni represented on behalf of M/s. Lunar Engineers (Nagar)

On behalf of the Respondent:

1. Shri N. S. Nighute, Dy.Ex. Engineer, MSEDCL, Ahmednagar
2. Shri R. B. Deshmane, Junior Engineer, MSEDCL, Ahmednagar

**Date: 16<sup>th</sup> February, 2006**

### **ORDER**

The Lunar Engineers (Nagar) has filed the representation on 17<sup>th</sup> January, 2006 against the order of the Consumer Grievance Redressal Forum, Nashik rejecting its grievance. The Consumer Grievance Redressal Forum, by its order dated 19<sup>th</sup> October, 2005 declined to entertain and consider the grievance filed by Lunar Engineers (hereinafter referred to as the Appellant) on the ground that the grievance was received by the Forum after expiry of the time limit prescribed for the purpose under the Regulations. The Representation is registered at Serial No. 2 of 2006. The Appellant has stated his case as under:

2. The Appellant is a High Tension consumer of electricity supplied by Maharashtra State Electricity Distribution Co. Ltd. (hereinafter referred to as the Respondent). It has a factory unit located on plot no. D-19/20 MIDC industrial area, Ahmednagar. It's consumer number is stated as 162019000061. Subject matter of the representation pertains to charging of almost double consumption units on the energy meter since 5<sup>th</sup> July, 2003 to November, 2003. The Appellant says that there was a fault on 11KV DP Structure on or before 5<sup>th</sup> July, 2003 and thereafter the energy meter started showing almost double consumption. The testing engineers of the Respondent tested the meter and replaced it by another meter on 22<sup>nd</sup> November, 2003. This replaced meter was also faulty and was again replaced by the Respondent on 14<sup>th</sup> January, 2004. The energy bills continued to be on higher side during the billing months of July to December, 2003.

3. In view of the inflated bills due to faulty meters, the Appellant wrote to the Respondent on 8<sup>th</sup> August, 2003 about the almost double readings occurring since 5<sup>th</sup> July, 2003 and informed the Respondent that there was a fault on DP structure on 5<sup>th</sup> July, 2003 and was rectified by replacing the faulty 11KV pin insulator supporting the jumper from 11KV DO to the transformer. This, he felt, affected the meter, which was showing excess consumption. The statement of daily meter readings taken at 8 O'clock in the morning everyday from 18<sup>th</sup> July, 2003 to 8<sup>th</sup> August, 2003 were submitted to the Respondent in support of the claim of faulty meter.

4. Having received no response, the Appellant continued to write to the Respondent on several occasions requesting for a corrective action. On 20<sup>th</sup> August, 2003, Superintending Engineer (ANRC) informed the Appellant to pay Rs. 400/- for testing of the TOD meter. The amount was promptly paid on 22<sup>nd</sup> August, 2003. The Respondent took no further action and the Appellant continued to pay the inflated bills under protest.

5. On 7<sup>th</sup> November, 2003, Superintending Engineer wrote to the Appellant to pay Rs. 60450/- towards the cost of new CTPT unit. The Appellant also paid this amount on 11<sup>th</sup> November, 2003. Thereafter, on 22<sup>nd</sup> November, 2003, the Respondent replaced the defective meter which was taken away for testing. The Appellant, on 13<sup>th</sup> December, 2003 wrote to the Superintending Engineer informing that there was no proper sealing on the metering unit as observed by the Appellant. This replaced meter was also found defective and found to be stopped working on 11<sup>th</sup> January, 2004 at 10 a.m. when the meter was showing only power factor reading and no other readings were displayed.

6. Consequent to above, the Respondent replaced the meter again on 14<sup>th</sup> January, 2004 and the said meter is now functioning properly without any difficulty. In the meantime, the Appellant paid the energy bills for high consumption ranging from 13365 to 16412 energy units per month from July to November, 2003 as against the normal monthly consumption between 4784 units to 7189 units during the six months preceding to July, 2003.

7. The Appellant followed up the issue with the Respondent regarding refund on account of inflated bills but did not evoke proper response. Finally, on 3<sup>rd</sup> June, 2005, the Internal Grievance Redressal Cell of the Respondent considered the matter and offered to revise the bills only for two months (out of six months). The Respondent's Internal Grievance Redressal Cell communicated this on 15<sup>th</sup> June, 2005 to the Appellant. It was informed that since the decision of the Cell is not accepted by the Appellant, the Cell was unable to take further action in this matter and advised the Appellant to approach the suitable authority for further needful.

8. Not satisfied with the decision of the Internal Cell of the Respondent, the Appellant filed its grievance with the Consumer Grievance Redressal Forum, Nashik on 11<sup>th</sup> October, 2005. The Forum, by its order, dated 19<sup>th</sup> October, 2005 informed the Appellant that since the grievance is filed after expiry of 12 months from the original intimation of the grievance to the Respondent, the same stands rejected in accordance with the provisions under Regulations 6.3 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulations, 2003.

9. The Appellant, aggrieved with the decision of the Forum, not to entertain its grievance, filed the present representation. It has prayed to reconsider the decision of the Forum and sought relief of Rs. 1,60,000/-, towards the monetary loss due to payment of inflated bills. The representation happens to be filed on 17<sup>th</sup> January, 2006 against the order of the Forum issued on 19<sup>th</sup> October, 2005. There is a delay of (90-60) 30 days in filing the appeal. The Appellant agrees that it has first intimated the Respondent about the faulty meter on 8<sup>th</sup> August, 2003 and it continued to write to the Respondent on this issue on several occasions. The period of 12 months has, thus, lapsed in following up the matter with Maharashtra State Electricity Distribution Co. Ltd. itself. It was finally on 15<sup>th</sup> June, 2005 that the Respondent's Internal Grievance Redressal Cell informed its decision not to accept the request. Therefore, the Appellant filed the grievance with the Forum on 11<sup>th</sup> October, 2005, and thus, explained the delay in filing the grievance. In this background, the Appellant prays that the delay in filing the grievance with the Forum should have been condoned by the Forum. The Appellant expressed its difficulty in the beginning that it did not know about the provisions of the new Electricity Act and the establishment of the various bodies for redressal of grievance.

10. Notice was issued to both the parties on 19<sup>th</sup> January, 2006 calling upon to consider whether they are willing to formulate any proposal to facilitate a settlement through conciliation or mediation.

11. The Appellant vide endorsement of its letter no. LEN/MSEB/02/06 dated 10<sup>th</sup> February, 2006 addressed to Superintending Engineer (ANRC) MSEDCL, Ahmednagar informed that he had discussed the issue with the Executive Engineer on 10<sup>th</sup> February, 2006 and that he has no objection to redress the grievance by charging the bills from July, 2003 to December, 2003 on the basis of average consumption for the period from April, 2002 to March, 2003. The Appellant requested for postponement of the hearing scheduled on 16<sup>th</sup> February, 2006 to facilitate the settlement with the Superintending Engineer.

12. The Superintending Engineer (ANRC) MSEDCL in his letter dated 13<sup>th</sup> February, 2006 (received on 15<sup>th</sup> February, 2006) conceded that the bill issued to the consumer for the period from July, 2003 to November, 2003 is abnormal. The consumption pattern of the consumer for past three to four years indicates that there is a sudden rise in consumption in July, 2003 to November, 2003 as the CTPT unit had failed during the period. The Respondent, therefore, agrees to rework out the consumption for five months from July to November, 2003 on the basis of 12 monthly average from April, 2002 to March, 2003. This average works out to 6310 units per month. The Respondent also agrees to give a credit of 47463 units (79013-31550) for the above period of five months and to reflect the same in the forthcoming bill from February, 2006 onwards.

13. Before I proceed to consider the submissions made by both the parties, willing to redress the grievance by mutual agreement, it is necessary to consider the following issues relevant to this Representation:

1. The Forum in its order dated 19<sup>th</sup> October, 2005 has held that the grievance is not maintainable in terms of the provisions under Regulation 6.3 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum &

Ombudsman) Regulations, 2003 in so far as the consumer filed the grievance with the Forum after expiry of 12 months period from the date of original intimation to the licensee, the Respondent.

2. The Appellant filed the Representation with the Ombudsman on 17<sup>th</sup> January, 2006 and there is a delay of 30 days in filing this appeal.

14. As regards the point of maintainability of the grievance with the Forum it is a fact that the consumer had intimated the licensee about the faulty meter on 8<sup>th</sup> August, 2003. The grievance with the Forum came to be filed on 19<sup>th</sup> October, 2005, clearly after a period of 12 months from the original intimation to the licensee as required under the Regulations. However, it must be understood that the consumer kept on following up the issue with the licensee, almost regularly, without any success or response. Finally, the Respondent's Internal Grievance Redressal Cell, on 15<sup>th</sup> June, 2005 informed the consumer that they cannot accept his request. The Forum disposed off the grievance as non-maintainable and did not go through the merits of the case. Now, both the consumer and the licensee have come forward with an agreed proposal, which aims at redressing the consumer's grievance. It is, therefore, in fitness of things to facilitate the settlement in terms of the provisions under the Regulations in this behalf.

15. On the point of delay in filing the Representation with the Ombudsman, the Appellant has explained that it was ignorant about the procedure to be followed under the new Electricity Act, 2003 regarding redressal of grievance with the various bodies. It was not aware that it could approach the authority beyond M.S.E.D.C.L. for redressal of its grievance. It came to know about the redressal mechanism only upon receiving the orders from the Internal Cell of the licensee and thereafter from the Forum. In view of the explanation put forth by the Appellant, I do not consider it reasonable to decline the Representation merely on the ground of delay of 30 days and more so, in the light of the submissions from both the parties, willing to have a settlement.

16. In view of the submissions made by the Appellant and the Respondent, there appears a complete unanimity and agreement to redress the grievance by conciliation and mediation. As such, I consider this case as fit to be decided as per the provision under Regulation 15 (1) read with Regulation 16 (7) of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulations, 2003. In view of this, there appears no need to deliberate the matter further in terms of the prayer made in the Representation. The terms of settlement as agreed by M/s. Lunar Engineers and Superintending Engineer (ANRC) MSEDCL, the Appellant and the Respondent respectively, are hereby prepared and annexed herewith. The terms of settlement will be treated as mutually agreed and binding on both the parties. The said Terms of Settlement of Grievance form part of this Order and are enforceable as such. Both the parties are directed to implement the above terms of settlement with effect from the ensuing monthly electricity bills till the entire credit of 47463 KWH units is passed on to the Appellant.

Sd/  
(W. G. Gorde)  
Ombudsman

Sd/  
(S. N. Yadwad)  
Secretary

**ANNEXURE**

**Terms of Settlement of Grievance**

Between

M/s. Lunar Engineers (Nagar)..... (Appellant)

and

M.S.E.D.C.L., Ahmednagar..... (Respondent)

In respect of the Representation No. 2 of 2006

1. The Superintending Engineer (ANRC) M.S.E.D.C.L agrees to revise the bills issued from July, 2003 to November, 2003 on the basis of average consumption for 12 months immediately preceding the 3 months in which the billing is contemplated i.e. July, 2003. Accordingly, the Respondent has indicated that average consumption during the month of April, 2002 to March, 2003 is 6310 KWH per month. Total Assessment of consumption units for July, 2003 to November, 2003 would be 31550 KWH. As the actual billed consumption during the said period was 79013 units, the Respondent agrees to give credit of 47463 KWH units to the Appellant, M/s. Lunar Engineers (Nagar).
2. The Appellant, M/s. Lunar Engineers (Nagar) agrees with the above proposal of the Respondent to settle his grievance by mutual agreement.
3. The credit for excess units charged will be included in the ensuing monthly bill.
4. The parties to bear their own cost.

I agree

I agree

Sd/  
( N. S. Nighute,)  
Dy. Ex.Engineer

Sd/  
(S. M. Kulkarni)

for Maharashtra State Electricity Distribution Co.Ltd.  
Respondent

for M/s. Lunar Engineers (Nagar)  
Appellant

Before me

Sd/  
(W. G. Gorde)  
Ombudsman

Sd/  
(S. N. Yadwad)  
Secretary

MUMBAI  
Date: 16<sup>th</sup> February, 2006