

***BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)**

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

REPRESENTATION NO. 97 OF 2024

In the matter of excess billing

Damayanti Pravin Dulera Appellant
(Consumer No. 000464986618)

V/s.

Maharashtra State Electricity Distribution Co. Ltd.....Respondent
Thane Urban Circle (MSEDCL)

Torrent Power Limited (TPL), Distribution Franchisee, Shil, Mumbra, Kalwa

Appearances:

Appellant : 1. Damayanti Pravin Dulera
2. Suraj Chakraborty, Representative

Respondent : 1. Ajay N. Bhasaketre, Addl. Ex. Engineer, TUC, MSEDCL
2. Mahesh Ghagare, Manager, TPL
3. Zahir Sayyad, Manager, TPL


Coram: Vandana Krishna [IAS (Retd.)]

Date of hearing: 27th June 2024

Date of Order : 4th July 2024

ORDER

This Representation was filed on 22nd May 2024 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 16th


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April 2024 passed by the Consumer Grievance Redressal Forum, MSEDCL, Bhandup (the Forum). The Appellant paid the statutory deposit of Rs.22,800/- on 22/05/2024 as per Regulation 19.22(h) of CGRF & EO Regulations 2020. Hence, the representation was registered on 22/05/2024. The Forum by its order basically dismissed the grievance application in Case No. 90 of 2023-24.

2. The Appellant has filed this representation against the order of the Forum. A physical/e-hearing was held on 27/06/2024. The Appellant and the Respondent MSEDCL attended the physical hearing, however Respondent TPL attended the hearing through video conference. Parties were heard at length. The Respondent MSEDCL and its Franchisee, TPL filed their written replies dated 28/06/2024 and 10/06/2024 respectively. For easy understanding, the Respondent's written submissions along with their arguments are stated first in brief as below: -


- (i) TPL has been appointed as the Distribution Franchisee by the Respondent MSEDCL on 01.03.2020 for operation and maintenance of electricity supply along with its billing to consumers in the area of Shil, Mumbra and Kalwa.
- (ii) The Appellant is a LT residential consumer (Service No. 000464986618) from 18th October 2016. The details of electric connection are as below:.

Table 1:

Name of Consumer	Consumer No.	Address	Sanctioned Load	Purpose	Date of Supply
Damayanti Pravin Dulera	000464986618	Jay Ganesh Chawl No. A/4, Room No. 12, Opp. Ganpati Mandir, Diva, Thane	1 KW	Residential	18-10-2016

Preliminary Submissions:

Time Barred as per Regulation 6.6/7.8 of CGRF & EO Regulations 2006/2020


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- (iii) The Appellant filed a grievance with the Forum on 11/09/2023 requesting for revision of bill from Oct. 2016 which is after a lapse of about 7 years. The cause of action in the present case arose from **Oct. 2016 onwards**. (Even then the Respondent revised bills from 2016 whenever necessary). The claim of the Appellant is time barred and beyond limitation. Therefore, the claim of the Appellant is not maintainable at the initial stage itself and the representation be rejected on this ground alone. The Regulation 6.6/7.8 is quoted below:

“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.”

Reply on Merit:-

- (iv) The Respondent MSEDCL sanctioned the above LT I B Residential connection on 18.10.2016 as per application of the Appellant. The details of the electric connection are tabulated in Table 1. [Note: TPL took over as the distribution franchisee from 01.03.2020]
- (v) The Appellant approached the TPL office on 03.02.2022 for restoration of power supply, where she was informed that the meter had been disconnected before ‘TPL’s operational period started i.e. March 2020. Accordingly, she was requested to clear the outstanding dues of Rs. 46,930/- (Jan. 2022 Arrears) for restoration of supply.
- (vi) The Appellant again visited the TPL office somewhere in the second week of April 2023 with a request for restoration of supply and for revision in bill issued, as the power supply was not in use. Based on the statements and her request, the site was inspected on 19.04.2023 in the presence of the Appellant, when it was found that there was no meter in the meter box. The premises was vacant. However, the Respondent MSEDCL denies removing the meter, and hence informed her that the meter might have been stolen. It is not known exactly when and in what circumstances the meter was removed, or by whom.


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(vii) As per the Consumer's Personal Ledger records, the relevant information of the Appellant is as below: -

- a) Service / connection was released in Oct. 2016.
- b) Average bills of 100 units per month were billed from Oct. 2016 to Jan.2018 with RNA / faulty / lock status.
- c) The Appellant never approached MSEDCL for correction in these bills, nor made any payment from Oct. 2016 to March 2020 to MSEDCL.
- d) The important abstracts of the Consumer Personal Ledger of the Consumer are charted as below (as prepared by the Ombudsman office):-


Table 2:

Year	2016-17			2017-18			2018-19			2019-20		
Month	Current Reading in CPL	Cons.	Meter Status	Current Reading in CPL	Cons.	Meter Status	Current Reading in CPL	Cons.	Meter Status	Current Reading in CPL	Cons.	Meter Status
Apr				1	100	Faulty	2732	84	Normal	3240	0	RNT
May				1	100	Faulty	2824	92	Normal	3240	0	RNT
Jun				1	100	Faulty	2824	59	RNT	3240	0	RNT
Jul				1	100	Faulty	2824	59	RNT	3240	0	RNT
Aug				1	100	Faulty	2824	59	RNT	3500	260	Normal
Sep				1	100	Faulty	2824	59	RNT	3500	0	Normal & TD
Oct	1	20	RNA	1	100	Faulty	3240	416 for 5 months	Normal	3500	0	RNT & TD
Nov	1	100	Locked	1	100	Faulty	3240	83	RNT	3500	0	RNT & TD
Dec	1	100	RNT	1	100	Faulty	3240	83	RNT	3500	0	RNT & TD
Jan	1	100	Faulty	1	100	Faulty	3240	83	RNT	3500	0	RNT & TD
Feb	1	100	Faulty	2648 C.R. & 1520 I.R.**	1128 (2648-1520)	Normal	3240	83	RNT	3500	0	RNT & TD
Mar	1	100	Faulty	2648	443	RNT	3240	0	RNT	3500	0	Inaccessible & TD
**C.R.- Current Reading												
I. R.- Initial Reading												


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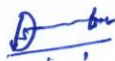
- e) From the above table, it is seen that actual (normal) readings were taken in Feb.2018, Apr. and May 2018, Oct.2018 and Aug.2019. This clearly indicates that the meter was still there on site, otherwise, readings would not have been taken. The Appellant has claimed before the Forum that there was no meter from 09.03.2017. This contention is clearly disproved from the fact that some readings were taken right up to Aug. 2019.
- f) From the above chart, it is seen that no readings were taken from Oct.2016 to Jan.2018. The first reading of 2648 kWh was taken in Feb.2018. However, the Respondent assumed an initial reading of 1520 kWh, and thus calculated consumption of (2648-1520) 1128 units. They added the average consumption figures for this period, which came to 1520 units. This logic is not clear. *[Note: Subsequently, the Respondent has revised the billing.]*
- g) However, slab benefit for 17 months was not given at the initial stage. Slab benefit with revision in interest amounting to Rs.5901.92 was credited to the Appellant in July 2023. During this revision, slab benefit from date of connection to Feb.2018 was also given by considering the initial reading as 1 kWh, and 2648 kWh as the actual reading received in Feb.2018, i.e. $2647/17 = 156$ units per month (approx.). The bill has been revised accordingly.
- h) It is necessary to note that a few other normal readings were recorded in the months of April, May, Oct.2018, and Aug & Sept.2019 for 84, 92, 416 (for 5 months), and 260 & 0 units respectively. Other average bills (except for the above-mentioned period) were revised from time to time, and credits were given to the Appellant. The Consumer received credit through various average billing adjustments of total Rs. 4,119.61.
- i) The Temporarily disconnected service was reconnected by installing a new meter No. S21340648, as the consumer paid Rs. 7000/- on 22/05/2023, and assured to pay the full revised amount of Rs.45,327.09 The details of all the necessary/ possible credits/ revisions given to the consumer are as under:


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Sr. No.	Period	Credited Month	Reason/ Status of dispute	Credit Benefit Rs.
1	March 2018 to April 2018	April 2018	RNT	5,238.18
2	June 2018 to October 2018	October 2018	RNT	1,191.14
3	November 2018 to August 2019	August 2019	RNT	1,783.11
4	October 2016 to January 2018	July 2023	RNA / faulty / locked	5,901.92
5	Oct 2016 to Aug 2023	By System of refundable status bill	Adjustment amount	4,119.61
Total credited amount Rs.				18,233.96

- (viii) The Appellant filed a grievance application in the Forum on 11/09/2023. The Forum by its order dated 16/04/2024 dismissed the grievance application.
- (ix) As checked in the Consumer's Personal Ledger, the Service was made TD (temporarily disconnected) for nonpayment of regular bills of Rs. 31,192/- in Sept. 2019. During the entire period after temporary disconnection, the consumer did not visit the utility's office for payment and/ or for restoration of service; hence, the service remained TD till the consumer's recent visit in May 2023. *[Note: It is not clear why the Respondent did not make the connection PD after a few months of TD, if the arrears had remained unpaid. Had the connection been made PD, the billing would not have continued after March 2020 or so.]*
- (x) Since the consumer needed electricity and requested urgently for electricity supply, the supply was restored around 22.05.2023 by accepting Rs.7,000/- on the consumer's request. It was conveyed to the consumer that possible revision would be checked, and the final bill would be issued accordingly. The Consumer paid the amount of Rs. 7,000/- on 22.05.2023 and supply was restored by installing a new duly tested utility Meter No. S21340648 at the consumer's premises.
- (xi) Through the next month's bill, the revised amount of Rs.42,850/- was informed to the consumer, but the consumer has refused to pay it, and again requested our representative/ employee to provide the final settlement amount. Now how can the


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bill be further reduced in a reading-based bill, and even after all possible revisions are already given?

- (xii) During the interactions, the consumer has repeatedly said that she has not used the electricity, and requested for old readings of the meter. In reply, the current bill and CPL was shared through an email dated 10.08.2023 on email id: dmynti27@gmail.com. Interaction with TPL employee and screenshot of email dated 10.08.2023 is attached for reference.
- (xiii) Considering the above, and as all possible revisions have already been given for the period of average billing, and no further revision is possible, it is necessary to direct the Appellant to pay the net dues. Presently, the total dues on the service are Rs.45,327.09 and the consumer is liable to pay these dues.
- (xiv) In view of the above, the Respondent prays that the representation of the Appellant be rejected.

4. The Appellant's submissions and arguments are stated as below:

- (i) The Appellant purchased the room in a chawl, as mentioned in Table 1, in or around the year 2016. She intended to rent it out, as she herself was staying elsewhere. The Appellant took a new connection from MSEDCL in Oct. 2016 for the said premises. The premises were vacant, and no one was staying in it, as she had not found a tenant. No one from the Respondent visited for taking a reading in the chawl till 2018.
- (ii) In 2018, the Appellant visited her premise and found that there was no meter in the meter box, and no electricity in the said premise. She came to know that the meter was removed on 09.03.2017. *[Note: The Respondent denies that they removed the meter.]* The Appellant was not served any bill for the period from 2016 to 2018.
- (iii) In the year 2023, the Appellant approached TPL as she wanted electric supply in her premises which she wanted to rent out. She requested for a new connection/reconnection. At this time, the Respondent TPL demanded the outstanding dues of



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about Rs. 48,000/- for the earlier MSEDCL period. *[Note: The Appellant claimed, during the hearing, that she was not even aware of her consumer number, as she had not received any bills. However, the TPL records show that her arrears and other records were shown to her, based on her consumer number. If her consumer number was not known, TPL could not have informed her of her arrears.]* The Respondent TPL advised her to pay Rs. 7,000/- immediately and the supply would be reconnected. The Appellant paid Rs. 7,000/- on 22.05.2023, and the supply was restored by installing a new Meter No. S21340648 at the consumer's premises. *[Note: During the hearing, the Respondent clarified that the consumer number remained unchanged.]* However, the said arrears were added in the bill.

- (iv) The Appellant is not liable to pay the bill of Rs. 48,000/-, as the said premises was not in use. The meter was disconnected in the year 2017, within a period of less than one year from the purchase of the premises. The said bill is exorbitant and baseless and without any merit.
- (v) The Appellant had requested for the following documents from the Respondent by filing an application under RTI.
- i. Copy of meter photo reading from 2016 till 2023
 - ii. Copy of C.P.L. from April 2019 till 2023. (this is now available on record).
 - iii. Copy of P.D. register/ system report mentioning PD of consumer no.000464986618 from 2016 till date.(Respondent denies making PD.)
 - iv. Copy of re-connection register / system report mentioning PD of consumer no.000464986618 from 2016 till date.
 - v. Copy of meter replacement register / system report of consumer no.000464986618 from 2016 till date.

However, these documents were not received. *[Note: During the hearing, the Appellant produced a photo, taken by her, of the empty space in the meter box,*


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where her meter was missing. The following was found written on the wall behind this empty space: "Date 09/03/17, Cons. No. 464986618, M R 13950239 " The Appellant claims that these words indicate the date when the meter must have been removed by the Respondent. The Respondent denies that it removed the meter.]


- (vi) The Respondent failed to produce meter reading photos of the Appellant. The demand of recovery of the outstanding bill for the period from Oct. 2016 is time barred by Section 56(2) of the Electricity Act 2003 (the Act). The Section 56(2) permits recovery for 24 months prior to when a dispute arises (i.e. May 2023) with Respondent TPL. The Section 56 is quoted as below:


"56(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section 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 arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity."

- (vii) The Respondent is not empowered to recover outstanding dues from Oct. 2016 to May 2021. The Respondent can at the most recover charges from June 2021 to May 2023, as there was no meter on site as per site inspection of TPL dated 19/04/2024.
- (viii) The Appellant prays that the Respondent be directed
- to set aside the debited bill amount.
 - to refund Rs. 7000 /- which was already paid.
 - to award compensation for mental harassment.

Analysis and Ruling

5. Heard the parties and perused the documents on record. The Appellant is a LT residential consumer (Service No. 000464986618) from 18th October 2016. The details of her electric connection are already charted in Table 1.

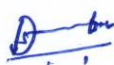

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6. The Appellant contended that the Respondent had never taken any readings of the meter and never delivered any bills to the Appellant. There was no electricity use from Oct. 2016 to June 2023. The meter was removed by the Respondent, however they failed to enter “Permanent Disconnection” into the system. The Appellant is not entitled to pay any bill.

7. On the contrary, the Respondent contended that bills were regularly generated and sent. CPL cannot be viewed unless bills are generated, since the CPL merely picks up information from the bills. All bills of a particular route (about 300 to 500 bills) are printed in bulk, and the whole lot is distributed by the Respondent’s agency. There is no system of taking receipts of individual bills delivered. From the circumstances, we hold that bills were indeed delivered (and hence CPL was generated). However, the Appellant failed to pay the bills in time. The Respondent stated that there were some normal readings as shown in Table 2. The final readings of the meter are considered as 3500 kWh as in Aug.2019. Thereafter, even if the room was unoccupied and there was no consumption, fixed charges would still be payable. Fixed charges from Sept. 2019 to June 2023 were Rs.5,019/- (principal amount). Accordingly, all bills were revised in toto. The Appellant paid her bill for the first time (Rs. 7000/-) only on 22/05/2023. There was no payment for the entire period from Oct. 2016 to April 2023. The Section 56(2) of the Act (limiting recovery to 2 years) is not applicable, as bills were issued every month and arrears were continuously shown in bills. *[Note: The Appellant denies receiving any bills. However, she admits that she was not staying in the premises, and only rarely visited the premises. This might explain why she had not received the bills.]*

8. The Appellant filed a grievance with the Forum on 11.09.2023 in respect of average billing from Oct. 2016 to 2023. The Respondent has already revised this bill as per (assumed) meter reading, considering 3500 kWh in Sep. 2019 and considering consumption of 3500 units (as per reading) for the period from Oct. 2016 to Aug. 2019, which was the main grievance of the Appellant. Further, she was subsequently billed only with minimum fixed charges from Oct. 2019


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to May 2023 based on, and as per actual consumption from July 2023 onwards. The main grievance of the Appellant is time barred for the period from Oct. 2016 to Sep. 2019.

9. Even without going into the merits of the case, we find the grievance to be time-barred, especially for the period from Oct. 2016 to 11.09.2021 (prior to two years from the application date to the Forum i.e.11.09.2023). The Forum shall not admit any grievance unless it is filed within 2 years from the date on which the cause of action arose. Regulation 6.6/7.8 of the CGRF & EO Regulations 2006/2020 is quoted below:

"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."


Therefore, the claim of the Appellant with respect to the period prior to 11.09.2021 is not maintainable.

10. Regulation 16 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 states that if the arrears are continuously shown in monthly bills, the arrears do not become time barred. The Regulation 16 is reproduced below:

"16. Billing

16.9.2. No sum due from any Consumer shall be recoverable after the period of Two (2) years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied as per Section 56 (2) of the Act except for permanently disconnected Consumer."

Section 56 (2) of the Electricity Act,2003 has been interpreted by the Larger Bench Judgment dated 12.03.2019 of Hon'ble Bombay High Court in W.P. No. 10764 of 2011 with Other Writ Petitions. This aspect was already taken into consideration in many orders by the Electricity


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Ombudsman previously. In the instant case, the outstanding dues were shown continuously recoverable in the bills (as inferred from the CPL) hence Section 56 (2) does not apply.


11. The Appellant is a defaulter in the payment of her current bills right from the date of supply. This aspect cannot be neglected. However, the Forum's order is modified to the extent below by directing the Respondent as below:

- a) To waive off the interest and DPC from Sept. 2021 (two years prior to the date of application to the Forum i.e., 11.09.2023) onwards, if any, till the date of this order.
- b) To allow the Appellant to pay the revised bill in 4 equal monthly instalments without any interest and DPC. If the Appellant fails to pay any instalment, proportionate interest will accrue on defaulter portion, and the Respondent has the liberty to take action as per law.
- c) Compliance to be submitted within two months from the date of issue of this order.
- d) The other prayers of the Appellant are rejected.

12. The Representation is disposed of accordingly.

13. The secretariat of this office is directed to refund Rs.22800/- taken as deposit to the Respondent TPL for adjusting in the Appellant's ensuing bill.

Sd/
Vandana Krishna
Electricity Ombudsman (Mumbai)


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Secretary
Electricity Ombudsman Mumbai

