

# BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

## REPRESENTATION NO. 59 OF 2020

In the matter of outstanding arrears

Salahuddin Z. Ansari..... Appellant  
(Tahera Ziyauddin Ansari)

V/s.

Maharashtra State Electricity Distribution Co. Ltd. Bhiwandi (MSEDCL) /  
Torrent Power Limited (TPL)..... Respondent

### Appearances

For Appellant : 1. Nadeem Ansari, Representative  
2. Adil Punjabi, Representative  
3. Zaid Ansari

For Respondent : 1. Satish Dhope, Addl. Executive Engineer, MSEDCL  
2. Rajesh Shanbag, Torrent Power Ltd. (TPL)

**Coram: Mr. Deepak Lad**

Date of hearing: 27<sup>th</sup> August 2020

Date of Order : 20<sup>th</sup> October 2020

### ORDER

This Representation is filed on 29<sup>th</sup> July 2020 under Regulation 17.2 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2006 (CGRF Regulations) against the Order dated 20<sup>th</sup> February 2020 passed by the Consumer Grievance Redressal Forum, MSEDCL Bhandup Zone.



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2. The Forum, by its order dated 20.02.2020 has allowed the grievance application in Case No. 71/2019. The operative part of the order is as below: -

*“2. The consumer shall pay the outstanding arrears of electricity connection bill without interest, penalty and DPC on Serial No. 13011023759 to MSEDCL to get solar connection as prayed.”*

3. Aggrieved by the order of the Forum, the Appellant filed this representation stating in brief as under:

- (i) The Appellant had applied for solar roof-top connection on 11.12.2018 at Municipal House No. 1067, 4<sup>th</sup> Nizampura, near Alrajee hospital, Arif Garden Royal House, Bhiwandi – 421 302 for residential purpose. The Appellant had also applied for extension of load for the solar net meter connection and made the payment as per the schedule of Maharashtra Electricity Regulatory Commission (the Commission).
- (ii) The Respondent has not yet installed the solar net meter connection instead sent a letter regarding pending dues in the name of late Smt. Tahera Ziyauddin Ansari in the same premises.
- (iii) The Appellant has given letters dated 04.03.2020 and 15.07.2020 requesting bill of electricity consumption charges as per the Forum’s order dated 20.02.2020.
- (iv) Due to the Covid-19 pandemic, everything came to a halt. When the situation eased and after multiple visits, the Appellant received a letter (No. SE/TUC/TS/231 dated 16.07.2020) with exorbitant amount which is not acceptable to the Appellant
- (v) As per the order of the Forum, in last paragraph, it is mentioned to only recover electricity consumption charges which is mentioned in Consumer Personal Ledger (CPL) showing 2130 units throughout and TPL meter revamp slip shows reading of 2165.
- (vi) During hearing in the Forum, the CPL of MSEDCL and meter change slip of TPL was provided to the Forum which were acknowledged by the Forum. It clearly



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shows the status of meter as faulty. The Respondent had billed on average basis on faulty status which is completely prohibited by the Commission.

- (vii) From the observation in the CPL, it is clear that there is faulty meter status and no progressive reading, only assessed reading is given from 1999 to 2004 of minimum 10159 maximum 13520 which is impossible for 3.7 KW sanctioned load connection for water pump and from June 2004 till December 2006, the CPL shows no meter status. Average billing was a common practice which was done by the MSEDCL which the Commission did not approve according to the Case No.36 of 2002 and 3 of 2003.
- (viii) When the meter was changed in the year ending of 2010, it was the duty of TPL to inform the consumer about meter status and give the meter test report and supplementary bill which was not done by TPL. As per the Supreme Court directive and Central Electricity Authority, it is the duty of TPL to take care of meter accuracy and in case if no artificial means/ tampering of meter is observed, the consumer should be billed as per Regulation No.15.4.1 of the Supply Code Regulations and MSEDCL Circular No. 65 and Supreme Court Order No. 2846 of 2006 dated 14.08.2007.
- (ix) It is clearly directed in various department guidelines given by MSEDCL to get rid of such fictitious arrears raised from faulty meter. Some of which are as under:
- P-Com/Recovery/Spot Billing/Incentive/11967
  - Ref.No.P. Com/Average Billing / Accounts/14451
  - P. Com/Recovery/spot billing/19562
  - P. Com/Accts/Average Billing/21881
  - P. Com/Acctt./Average Bill/27608
  - P. Com/Accts/PD arrears/Legal/24890
- (x) The Appellant has replied on 22.07.2020 in reference to letter No.SE/TUC/TS/231 seeking information regarding meter reading, electricity consumption per month, rate of unit and meter test report of MSEDCL meter.
- (xi) The Appellant is shocked and faced harassment at every point in hierarchy by distribution franchisee and licensee both because they are not ready to accept



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faulty meter status which is mentioned in their own documents provided to the Appellant.

- (xii) Hence, the Appellant prays that the Respondent be directed as under: -
- (a) To bill according to actual consumption of meter reading of MSEDCL CPL or TPL meter revamp slip or as per Regulation 15.4.1 of the Supply Code Regulations.
  - (b) To install net meter on Connection No.13011023741 with compensation charges as per Regulation of the Commission
  - (c) To compensate towards solar net meter connection till date the loss of banking unit as credit which the Appellant would have generated from the solar system.

4. The Respondent, MSEDCL filed its reply dated 13.08.2020 through email stating in brief as under:-

- (i) The Electricity Distribution Network Assets and Billing in Bhiwandi area has been handed over to M/s. Torrent Power Limited (TPL) as the Franchisee of MSEDCL for a period of 10 years from 26.01.2007 and further extension for 10 years from 02.01.2017.
- (ii) The Appellant is consumer of the Respondent having consumer No.13011023741 and 13011023759 from 22.03.1995 for residential purpose in House No.1067, 4th Nizampura, Bhiwandi – 421 302.
- (iii) On 19.11.2018 the Appellant, Salahuddin Ansari filed change of name application from late Smt. Tahera Ansari to Mr. Salahuddin Ansari at House No.1067 for Connection No.13011023741 to TPL.
- (iv) TPL had issued notice to the Appellant, Mr. Salahuddin Ansari for payment of outstanding dues on Connection No.13011023741 (Rs.32,560/-) and 13011023759

  
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(Rs.60,21,574/-). Presently, the dues against Consumer No.13011023759 is Rs.64,80,500/- of which principal amount is Rs.15,27,186/-.

- (v) On 14.11.2018, the Appellant paid outstanding dues of Rs.32,560/- for one connection No.13011023741 only. The Appellant has not paid the outstanding dues of Rs.64,80,500/- against connection No. 13011023759 till date.
- (vi) TPL requested for guidelines from MSEDCL regarding change of name for Connection No.13011023741.
- (vii) The Respondent, MSEDCL rejected the change of name application on 28.11.2018 due to outstanding arrears on the same premise against Connection No.13011023759.
- (viii) On 11.12.2018, the Appellant, Mr. Salahuddin Ansari applied for solar rooftop net meter connection at TPL in the same premises for connection No.13011023741.
- (ix) The arrears on the connection No.13011023741 is nil, however, connection No.13011023759 exists on the same premise in the same name and having arrears of Rs.64,80,500/- as in August 2020.
- (x) The CPL of the Connection No.13011023759 shows following details: -
- Sanctioned load 3.7 KW
  - Date of connection 22.03.1995
  - Purpose Residential
  - Bill not paid since 23.05.1996 (Last receipt date)
  - Billing is on average consumed units of 5000 to 6500 units per month till April 2004 with Faulty status (the CPL is available since Aug 1999). From May 2004 to Jan-2007, the billing shows 1unit consumption per month with “No meter”, “Lock” and “In access” status.



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- (xi) After January 2007, billing is done by TPL. Appellant claims that he had stopped using this connection as he had another connection No. in the same premise i.e. 13011023741. The Appellant was paying the fixed charges for the connection No.13011023759 and again started using the meter from 2018.
- (xii) The Appellant is demanding to revise all the faulty status bills since 1999.
- (xiii) After January 2007, the tendency of consumer is to pay only the TPL's current bills while MSEDCL arrears are not paid which are shown separately in the bill. TPL has continuously shown the MSEDCL arrears as recoverable dues in the monthly bills of the consumer as per Section 56 (2) of the Electricity Act, 2003 to maintain the claim of MSEDCL on the arrears.
- (xiv) Therefore, solar roof top connection cannot be released without clearing old electricity dues of the premises where this connection is applied, as per Section 17.8 of the Conditions of Supply based on Maharashtra Electricity Regulatory Commission (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005 (Supply Code Regulations). Section 17.8 is reproduced below for ready reference

*“A consumer whose power supply has been disconnected by the MSEDCL for breach of any of the conditions of the MSEDCL's Conditions of supply or breach of the any of the conditions of the agreement of power supply or for neglecting to pay to the MSEDCL any charges for the electricity supplied by the MSEDCL or on account of failure to deposit with the MSEDCL amount of security deposit in accordance with the provisions of the Act and the Clause No. 10.5. of MERC Supply Code Regulation, dies or transfers, assigns, or otherwise dispenses with the undertaking or the premises to which electricity was being supplied by the MSEDCL, any person claiming to be heir, legal representative, transferee, assignee or successor of the defaulting consumer, with or without the consideration in any manner, shall be deemed to be liable to pay the entire up to date arrears of*



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*charges for the electricity supplied by the MSEDCL, including the arrears of security deposit or compensation, if any, and it shall be lawful for the MSEDCL to refuse to release the power supply or to restore the power supply or to give new electric connection to such person claiming to be the heir, legal representative, transferee, assignee or successor of the defaulting consumer, unless the amount of all such charges due & payable by the erstwhile defaulting consumer are duly paid or deposited with the MSEDCL;”*

- (xv) Further, the Appellant is the legal heir of Tahera Ziyauddin Ansari and hence the liability to pay the arrears lies with him as per Section 10.5 of the Supply Code Regulations which states that

*“Any charge for electricity or any sum other than a charge for electricity due to the Distribution Licensee which remains unpaid by a deceased consumer or the erstwhile owner / occupier of any premises, as a case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of the premises, as the case may be, and the same shall be recoverable by the Distribution Licensee as due from such legal representatives or successors-in-law or new owner / occupier of the premises, as the case may be:*

*Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this Regulation 10.5 shall be restricted to a maximum period of six months of the unpaid charges for electricity supplied to such premises.”*

- (xvi) The arrears on connection No.13011023759 are of the period before January 2007. Those arrears are continuously being shown in monthly bills till date. The Appellant was well aware of the arrears. He never disputed the arrears till the year 2019 i.e. after a period of over 12 years. Moreover, he paid Rs.32,560/- only against Connection No.13011023741 and purposefully ignored to pay the other dues of



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Rs.62,73,724/- despite the fact that this connection (13011023759) is in the same premise.

Therefore, the application is grossly barred by the delay as per the Regulation 6.6 of the CGRF Regulations which stipulates the limitation for filing grievance within two (2) years from the date on which the cause of action has arisen.

(xvii) The Appellant approached the Forum in Case No.71/2019 and the Forum, after due discussions and deliberations ordered the consumer to *“pay the outstanding arrears of electricity connection bill without interest, penalty and DPC on serial no. 13011023759 to MSEDCL to get solar connection as prayed.”*

(xviii) Accordingly, MSEDCL requested the Appellant vide letter SE/TUC/TS/231 date 16.07.2020 to pay the Principal amount Rs.15,27,186/- against Consumer No.13011023759 which excludes interest, penalty and DPC.

(xix) The Appellant, instead of following the Forum’s order, requested to give detailed break-up of Principal amount. MSEDCL provides the CPL which shows the complete bifurcation to the Appellant vide letter SE/TUC/TS/255 dt.12.08.2020.

(xx) The complaint, therefore, does not stand on merits and hence liable for dismissal under the Regulation 6.9 (a) of the CGRF Regulations which stipulates that the *“Forum may reject the Grievance at any stage if it appears to it that the Grievance is: frivolous, vexatious, malafide;”*

(xxi) Further, the Respondent put on record the list of connection Nos. of Mr. Salahuddin Ansari and Family members having MSEDCL dues of Rs.93,59,987/- (excluding Rs. 64,80,500/- of 13011023759) and TPL dues Rs.19,77,440/- in Bhiwandi DF area.



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(xxii) It is clear that the Appellant wants to take undue advantage of the system and is making mockery of the system. The Appellant is engaging the government machinery for his vague demand and is trying to evade the payment of legitimate MSEDCL dues.

(xxiii) Considering the above submission, the Hon'ble Ombudsman may please be satisfied with the justified explanation of the case and requested to dismiss the appeal.

5. The TPL (Franchisee) has submitted its reply dated 13.08.2020 through email stating in brief as under:

- (i) The Connection Nos.13011023741 and 13011023759 were released by the Respondent MSEDCL on 22.03.1995 in the name of Smt. Tahera Ansari for residential purpose in House No.1067, 4th Nizampura, Bhiwandi -421302. The connection is used by the Appellant, Salahuddin Ansari. Both the connections were issued at the same time, under the same name, in the same premises and for the same purpose.
- (ii) The Appellant has requested for Solar Rooftop Net Metering arrangement for connection No.13011023741 on 11.12.2018. The connection is registered in the name of Smt. Tahera Ansari who expired on 17.09.1997, as per the death certificate. Both the connections were having MSEDCL arrears, the Appellant conveniently chose to pay Rs.32,560/- on 14.11.2018 against the connection No.13011023741 whereas denied paying the high value dues of Rs.62,73,725/- (dues as on 11.09.2019) against Connection No.13011023759, despite both the Connection Nos. being in the same premise.
- (iii) Being dues on the premises, TPL requested the Appellant to clear the pending dues of MSEDCL on the same premises and also to provide legal heir certificate vide letter No.2689 dated 17.01.2019. The Appellant neither paid MSEDCL outstanding dues nor submitted legal heir certificate. Thus, the application for solar rooftop net meter was cancelled for noncompliance and non-payment of the dues. As per advise



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requested to the Respondent MSEDCL regarding Solar Rooftop Net Metering issue, MSEDCL vide its letter dated 09.01.2019 stated to initiate proceedings against the Appellant to recover MSEDCL dues.

(iv) The Appellant had approached IGRC on 03.09.2019 with prayer as "*Kindly request to please install my solar net meter connection with compensation charges as per regulation*". The IGRC, by its order dated 01.11.2019 directed the Appellant to clear the dues in the name of Smt. Tahera Z Ansari and dismissed the said grievance.

(v) Aggrieved by the decision of the IGRC, the Appellant approached the Forum with prayer as:

*"a. Please give me to install my solar rooftop meter connection with compensation charges as per MERC regulation 2005 and my loss of unit of solar generation as credit in my bill.*

*b. I have make the payment in advance of extension of load which are forcefully recovered by DF Torrent Power Ltd please give the grant of refund these amount.*

*c. At the time of extension of load having MSEDCL fictitious dues forcefully recovered by DF Torrent Power Ltd please give the grant of refund of such amount.*

*d. Please provide me justice of honor."*

(vi) It is to point out that for the first time before the Hon. Ombudsman, the Appellant has come up with a new issue of refund of amount paid towards extension of load and also refund of payment recovered forcefully towards MSEDCL fictitious dues. Thereby, changing the prayer clause by raising the grievance which is not in respect of the same subject matter that has been settled by the IGRC. The Forum, by its order dated 20.02.2020 directed the Respondent to issue the revised bill by withdrawing interest, DPC and penalty for Connection No.13011023759.

(vii) Even though, TPL had submitted for the sake of transparency and clarity that the Appellant had applied for 5.16 KW load at the time of new connection application but the bills raised before 2007 for the connection No.13011023741 clearly stated the sanctioned load as 0.5 KW. Further, the Appellant has not raised any request or query regarding the load mismatch since 2007, in fact at the time of load extension on 22.10.2018, the Appellant himself had mentioned the load of 0.5KW in the load extension application. The Appellant raised this issue after 12 years, which is



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irrelevant to the fact of the case submitted before the Forum and may please be noted that the said grievance was not part of the IGRC complaint.

- (viii) The grievance raised by the Appellant regarding the extension of load is incorrect; as the Appellant had made two separate applications i.e. extension of load application was registered on 22.10.2018 and Solar net meter installation application was registered on 11.12.2018. However, the payment made towards load extension was as per Schedule of Charges of the Commission. The Solar Rooftop Net Metering application in the said premise was cancelled, as Appellant has not paid MSEDCL arrears and not submitted legal heir certificate.
- (ix) The Respondent has regularly issued electricity bills mentioning the MSEDCL dues and had also issued notices to clear the electricity dues pertaining to said Connection Nos.13011023741 and 13011023759. On the contrary, the Appellant tried to mislead and misguide by conveniently opting to pay Rs.32,560/- on 14.11.2018 against the connection No.13011023741 whereas denied to pay the high value dues of Rs.62,73,725/- (dues as on 11.09.2019) against Connection No.13011023759 despite both the connections being in the same premise. However, the Appellant had submitted his request related to fictitious MSEDCL dues after payment on 03.01.2019 which is also not part of the IGRC complaint.
- (x) Aggrieved by the decision of the Forum, the Appellant approached the Hon'ble Electricity Ombudsman, Mumbai with different prayer requesting to revise the bill as per Regulation 15.4.1 of the Supply Code Regulations.
- (xi) Further, the consumer had also applied for change of name for connection No.13011023741 on 28.11.2018 which was then rejected by MSEDCL due to pending arrears on the same premises against connection No.13011023759 amounting to Rs.62,73,725/- on 11.09.2019.
- (xii) The Appellant has raised his dispute of the MSEDCL arrears against Connection No.13011023759 on 03.01.2019 i.e. after 12 years for the first time ever since takeover of franchise by TPL which is not tenable. The Appellant had accepted in his letter dated 03.01.2019 that he was aware of the dues amounting to Rs.29,22,712/- in the year 2007, when Torrent Power has taken over as Franchise




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in Bhiwandi. The Appellant also accepted that there are two meters in his premises, as there were dues of MSEDCL they have stopped using the connection No. 13011023759 and was using power from the connection No.13011023741. The Appellant was paying the fixed charges for the connection No.13011023759 and has again started using the meter from 2018.


- (xiii) The arrears of the Appellant are continuously shown on the bills. The notice under Section 56 (1) of the Act was also issued to the Appellant for recovery of the dues but there is strong opposition from the Appellant for disconnection despite police protection.
- (xiv) The said Appellant is a regular defaulter and TPL had rigorously following to recover the MSEDCL dues by serving disconnection notices regularly, but the Appellant has not paid the recoverable dues as on date. From the above facts it is clear that the intention of the consumer is to avoid payment of MSEDCL dues of Rs.62,73,725/- (dues as on 11.09.2019).
- (xv) TPL has issued dues transfer notice of PD connection onto Live connection as per the Regulations of the Commission and MSEDCL guidelines vide Letter No.744 dated 27.07.2019.
- (xvi) Further TPL issued Notice No. 734 dated 05.07.2019 as per Regulation No.2.2.5 of the Supply Code Regulations, for clubbing of both the connections bearing connection Nos.13011023741 and 13011023759 which are in the same premise, having same tariff and are being used for the same purpose.
- (xvii) TPL communicated Notice No.843 dated 09.10.2019 for clubbing of both connections and also issued notice under Section 56 (1) of the Act on Connection No.13011023759 for non-payment of MSEDCL dues of Rs.62,73,725/- (dues as on 11.09.2019). However, there is strong opposition from the Appellant against disconnection and clubbing of the said connections despite police protection.
- (xviii) Reply on merits as under:
- (a) The Appellant alleges that the utility is billing faulty from 2007 to 2010 and the meter is faulty and defective and that is as per order of Supreme Court, MSEDCL and MERC orders is baseless and incorrect. In year 1995 MSEDCL had released

  
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both connection connections in name of Tahera Ansari in house no:1067, 4th Nizampura, Bhiwandi use by the Appellant, Mr. Salahuddin Ansari in the same premises, but never raised any grievance relating to billing in faulty meter from 2007 to 2010. Whereas, the Hon'ble Supreme court is of the view that the consumer if not satisfied with billing authority he can approach the Forum constituted under section 45(5) of the Electricity Act 2003 and if he is not satisfied with the Forum order, he may approach the Electricity Ombudsman constituted as per section 42(6) of The Electricity Act 2003. It is brought to the notice of Forum that the arrears on connection No.13011023741 and 13011023759 are of the period before January 2007 and same are shown continuously in the monthly bill. The Appellant, Mr. Salahuddin Ansari was very well aware of the arrears but he had never disputed the arrears till 2019. Moreover, Appellant paid Rs.32,560/- only and purposefully ignored to pay due of Rs.62,73,724/- (dues as on 11.09.2019) despite the fact that the connections are in the same premises. The Appellant claiming the MSEDCL arrears in both connections are fictitious after a period of over 12 years, which is grossly barred by delay as per the Regulation 6.6 of CGRF Regulations 2006 which stipulates that the limitation for filing grievance within 2 years from the date on which the cause of action has arisen. The contentions raised by the Appellant are baseless, vexatious and flagrant abuse of process of law, hence Representation may not be entertained by this Hon'ble Ombudsman and request to dismiss the same.

- (b) The Appellant, Mr Salahuddin Ansari, in this Representation stating that the connection declared fictitious by the Hon'ble Supreme Court order, Circulars of MSEDCL and MERC Order, which is incorrect, misconceived and not tenable. The Appellant is misleading Hon'ble Ombudsman by placing wrong interpretation of order of the Hon'ble Supreme Court. The Appellant had filed this Representation with malafide intensions, without any sufficient cause, and the same need to be dismissed.
- (c) TPL issued bill to consumer and thereafter issue notice under Section 56 (1) of the Electricity Act 2003 to the Appellant for recovery of outstanding bills but

  
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there was strong opposition from the Appellant for disconnection power supply despite police protection.

- (d) The Supreme Court observation in Paschimanchal Vidyut Vitran VS. M/S. DVS Steels & Alloys Pvt. Ltd. & Ors. in SLP [C] No.14003 of 2007 held that the distributor can stipulate the terms subject to which it would supply electricity. It can stipulate as one of the conditions for supply, that the arrears due in regard to the supply of electricity made to the premises when it was in the occupation of the previous owner/occupant should be cleared before the electricity supply is restored to the premises or a fresh connection is provided to the premises. That the dues regarding the electricity supplied to the premises should be cleared before electricity supply is restored or a new connection is given to premises, cannot be termed as unreasonable or arbitrary"
- (e) Further in Dakshin Haryana Bijli Vitran Nigam Ltd. Vs. Paramount Polymers (P) Ltd (2006) 13 SCC 101 (2 Judges Bench), it was observed that in such a scenario if a transferee desires to enjoy the connection, he shall pay the outstanding dues, if any, to the supplier of electricity and a reconnection or a new connection shall not be given to any premises where there are arrears on account of dues to the supplier unless they are so declared in advance.
- (f) It pertinent to note, electricity dues, where they are statutory in character under the Electricity Act and as per the terms & conditions of supply, cannot be waived in view of the provisions of the Act itself more specifically Section 56 of the Electricity Act, 2003.
- (g) It is further submitted, as per clause 17.8 of the Condition of Supply based on MERC (Electricity Supply code and Other Condition of Supply) Regulation 2005, new connection cannot be released without clearing old electricity dues of the premises where new connection is applied- "A consumer whose power supply has been disconnected by the MSEDCL for breach of any of the conditions of the MSEDCL's Conditions of supply or breach of the any of the conditions of the agreement of power supply or for neglecting to pay to the MSEDCL any charges for the electricity supplied by the MSEDCL or on account of failure to deposit



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with the MSEDCL amount of security deposit in accordance with the provisions of the Act and the Clause No.10.5. of MERC Supply Code Regulation, dies or transfers, assigns, or otherwise dispenses with the undertaking or the premises to which electricity was being supplied by the MSEDCL, any person claiming to be heir, legal representative, transferee, assignee or successor of the defaulting consumer, with or without the consideration in any manner, shall be deemed to be liable to pay the entire up to date arrears of charges for the electricity supplied by the MSEDCL, including the arrears of security deposit or compensation, if any, and it shall be lawful for the MSEDCL to refuse to release the power supply or to restore the power supply or to give new electric connection to such person claiming to be the heir, legal representative, transferee, and payable by the erstwhile defaulting consumer are duly paid or deposited with the MSEDCL"

(h) In view of the above, TPL prays to reject the representation.

6. The hearing was scheduled on 27.08.2020 on e-platform after the consent from the parties due to the Covid-19 epidemic. The Appellant argued that it is ready to pay as per the meter reading taken. If the meter is faulty as is shown on the bill, as per Regulation 15.4.1, he should be served bill as per this Regulation. He also argued that the Respondent has billed him arbitrarily. The Respondent argued that these two connections were sanctioned in the year 1995 by MSEDCL. TPL being distribution franchisee of MSEDCL, it issued notice under Section 56 (1) of the Act for non-payment of MSEDCL dues of Rs.62,73,725/-. It also tried to club and merge Connection No.13011023741 in Connection No.13011023759. However, Appellant refused to cooperate, and it even did not allow the Respondent to do so despite police protection. During the arguments, when the Appellant was questioned as to why it is opposing merging / clubbing of connections, he informed that it was their mistake, and now he is ready to club the meters.

### **Analysis and Ruling:**

7. Heard both the parties on 27.08.2020 and perused the documents on record. The Appellant paid all arrears of Connection No.13011023741 and applied for Solar Rooftop Net



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Metering on this connection. On the contrary, there are huge MSEDCL dues on the Connection No. 13011023759 which he has disputed. Both these connections are in the same premises and are being utilised for residential purpose. There is a history to it for both the connections being in the same premises on account of tariff in pre-regulatory regime. Now such two connections cannot co-exist in the same premises for the same purpose unless the users are distinctly different and separate premises are demarcated. Such is not the instant case. Therefore, the Respondent's action to merge one connection into the other is correct. For this purpose, the Respondent is supposed to remove the connection which is being proposed to be merged in the other. If the Appellant is putting any resistance, he should be dealt in accordance with the law. The Respondent can invoke the appropriate powers under the Electricity Act, 2003 and the Regulations made thereunder.

8. A major part of the arrears of Consumer No. 13011023759 are prior to the period when Bhiwandi distribution was franchised. It is important to note that Bhiwandi was franchised on 26.01.2007 and the connections were released in 1995. Moreover, the connection was billed on average basis for considerable period. The Appellant is trying to seek relief under existing Regulation 15.4.1 of the Supply Code Regulations, 2005 after a considerable long gap of almost more than 14 years. The Appellant is raking up this issue when his application for rooftop solar connection and change of name is denied by the Respondent otherwise, he would not have bothered at all. Here the Appellant projects himself as an opportunist of first degree and is not coming with clean hands. The prayer of the Appellant does not fit into the Regulatory matrix as it is time barred.

9. TPL is just a franchisee and MSEDCL is totally responsible for the business of distribution that is being undertaken in the area of Bhiwandi. It is surprising to note that the said connection is still live, and bills are being issued. MSEDCL cannot be a mute spectator to this state of affair.

10. In the interest of natural justice, it would not be to correct to deprive the Appellant from availing Rooftop Solar Net Metering arrangement. I, therefore, pass the following order: -

  
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- (a) The Respondent to permanently disconnect Connection No.13011023741 and merge its consumption, if any, in Connection No.13011023759.
- (b) The Appellant to pay 50% of the amount calculated pursuant to the order of the Forum within a period of one month from the date of issue of this order, to avail Rooftop Solar Net Metering arrangement.
- (c) The Respondent to grant suitable instalments of the balance 50% of the amount and the Appellant to pay it along with the current bill.
- (d) The Respondent to submit compliance report within three months from the date of this order.

11. The case is disposed of accordingly.

12. The secretariat of this office is directed to refund the amount of Rs.25000/- (deposited by the Appellant) to the Respondent for adjusting it against the Appellant's Consumer No.13011023759.

Sd/-  
(Deepak Lad)  
Electricity Ombudsman (Mumbai)

  
(Dilip Dumbre)  
Secretary  
Electricity Ombudsman Mumbai

