

# BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

## REPRESENTATION NO.62 OF 2022

In the matter of billing

Ultra Drytech Engineering Projects Pvt. Ltd. .... Appellant

V/s.

Maharashtra State Electricity Distribution Co. Ltd., Pen (MSEDCL)..... Respondent

Appearances:

Appellant : 1. Sanjiv Prasad, MD  
2. Anansh Prasad, Representative

Respondent : 1. I.A. Mulani, Superintending Engineer, Pen  
2. P.S. Khandekar, Executive Engineer, Admn.

**Coram: Vandana Krishna (Retd. I.A.S.)**


Date of hearing: 7<sup>th</sup> July 2022

Date of Order : 24<sup>th</sup> August 2022

### ORDER

This Representation was filed on 10<sup>th</sup> May 2022 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 24<sup>th</sup> March 2022 passed by the Consumer Grievance Redressal Forum, MSEDCL, Kalyan (the Forum).

2. The Forum, by its order dated 24.03.2022 rejected the Grievance Application No.2298. The Forum agreed with the order dated 28.07.2021 of IGRC, Pen Circle, in which it instructed the licensee to revise the bill as per MSEDCL Circular 19409 dated 13.11.2020. It observed that the consumer was in consumption of electricity even after March 2020, hence the liability


  
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to pay for this consumption lies on the consumer itself. Hence, the consumer needs to pay the revised bill as ordered by the IGRC. The licensee was directed to revise the bill as per the order of IGRC Pen.

3. The Appellant, being aggrieved by the order of the Forum, has filed this Representation. The Appellant was physically present during the hearing on 07.07.2022, and the Respondent attended the hearing through Video Conference. Its written submission along with the arguments advanced at the time of hearing in brief is stated as under:


- (i) The Appellant is a HT Industrial consumer (No. 034589026130) from 10.02.2015 having Sanctioned Load (SL) of 545 KW and current Contract Demand (CD) of 100 KVA at Plot No. 30/7 & 8, Village-Tiware, Khopoli-Pen Road, Tal- Sudhagad-Pali.
- (ii) The Appellant shut down its factory after following all processes for regulatory compliance in October 2018. There was no production from October 2018. The Appellant reduced its CD from 200 KVA to 100 KVA in Jan. 2019.
- (iii) The Appellant made an application on 27.01.2020 to disconnect the HT power supply and to switch to a domestic 5 KVA LT connection. The Appellant received an acknowledgement letter from the Respondent on 30.01.2020.
- (iv) The testing division of the Respondent arrived at its factory on 26<sup>th</sup> February 2020 to disconnect its electricity connection of 100 KVA (industrial). The Appellant was under the impression at this juncture that the same office would simultaneously disconnect its 100 KVA (industrial) connection and connect 5 KVA (domestic) connection, which would ensure that the Appellant had continuous electricity connection. However, it was informed by the testing division that they are only responsible for disconnection of 100 KVA, and that the Appellant must separately coordinate with the Pali-Roha office for the 5 KVA domestic connection, as they do not deal with it.
- (v) The Appellant, hence, requested them to give it a month's extension on its disconnection notice (from 27<sup>th</sup> January 2020 to 26<sup>th</sup> February 2020 (first disconnection notice) to 27<sup>th</sup> February 2020 to 26<sup>th</sup> March 2020 (new disconnection request)). They asked us to send an official letter in this regard and mentioned that they are not responsible for the 5 KVA domestic LT connection

  
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and have nothing to do with it. They will only disconnect the 100 KVA industrial connection. Thus, the Respondent did not disconnect the 100 KVA connection as the Appellant wanted a 5 KVA LT connection first. It seems that this misunderstanding was the root cause of the current dispute. In effect the Appellant continued with the 100 KVA connection till 26.03.2020 along with the obligation to pay the bill for the same.


- (vi) The Appellant sent a letter on 27<sup>th</sup> February 2020 with a request for 1 month's extension, so that the Appellant could explore getting 5 KVA LT connection with the Pali-Roha office.
- (vii) Post this letter, the Appellant began exploring how to get a 5 KVA LT connection with the Pali-Roha division office of the Respondent. For this the Appellant was asked to provide a "No-Due Certificate" and apply on the "Maitri Portal" for the LT connection. On requesting for a no dues certificate from the MSEDCL Pen office, the Appellant was asked to pay the bill for February 2020 as well. This inquiry for a 5 KVA LT connection is on record, based on a letter 16<sup>th</sup> February 2022 shared between Dy Exec (O&M Pali) and Nodal Officer (Pen Circle).
- (viii) Mr. Khandekar Executive Engineer, Pen Circle in his representations has continuously stated that a no-dues certificate was not needed back then, and that Appellant never applied for a 5 KVA LT connection. Both points are factually incorrect as can be proved through relevant documentation. Additionally, since the MSEDCL Pen office had nothing to do (through their own admission) with a domestic LT connection, their responsibility was to simply disconnect of 100 KVA HT connection. Their argument in this regard is thus questionable and factually inaccurate on multiple fronts.
- (ix) The bill of Rs. 55,380/-of Feb. 2020 was paid on 12<sup>th</sup> March 2020. It was expected to get a No-Due Certificate and so that disconnection could take place. It is important to note that the Appellant never defaulted on the payment of a single bill till this point when disconnection was to take place. Since all bills were paid and since the disconnection request was made on 27<sup>th</sup> February 2020, disconnection was to take place by 26<sup>th</sup> March 2020 (within one month of the disconnection request, provided all bills are paid, and differential or balance bill

  
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generated between last date of payment and disconnection date should be deducted from security deposit). The Appellant states that a security deposit of Rs. 3,40,400/- was lying with MSEDCL Pen office since the release of HT connection and continues to lie with them even today. Therefore, they could have easily given the required no-dues certificate.

- (x) The Respondent did not disconnect its 100 KVA electricity connection even after the one-month lapse on 26<sup>th</sup> March 2020. There was no form of communication with regard to the disconnection either. The first communication in this regard was made only 11 months later on 8<sup>th</sup> February 2021. Had the connection been disconnected in time by the Respondent, no further accumulation of bills would have happened, and the current dispute could have been avoided.
- (xi) A bill of Rs. 47,120/- for March 2020 was generated on 15<sup>th</sup> April 2020. This bill was generated over 20 days after the electricity connection was to be officially disconnected by 26<sup>th</sup> March 2020. The Appellant argued that this bill is illegitimate, so the Appellant has not paid any bills since then. Actually, it is seen that even if the disconnection had been done on 26.03.2020, the bill would still have been due and generated till a major part of the month of March 2020, i.e., for 26 days of March. This would still have been payable by the Appellant. **In fact, if the Appellant had paid this relatively small due amount of Rs.47,120/- of March 2020, the dispute could have been avoided and the future bill would not have accumulated or snowballed.**
- (xii) As per Regulations of the Maharashtra Electricity Regulatory Commission, if all bills were paid, disconnection was supposed to be done by 26<sup>th</sup> March 2020. The Respondent stated in its arguments that they were unable to disconnect the connection owing to the non-payment of this bill and also due to the lockdown. The Appellant argued that not only is this statement factually inaccurate but also legally inaccurate.
- (xiii) **April 2020 – September 2020:** –  
Verbal requests to the Respondent were made by the Appellant asking why the disconnection was not being effected. It was informed that due to Covid-19 pandemic and Cyclone Nisarg, the Respondent was unable to disconnect the

  
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electricity connection. In July-August 2020, the Appellant received the hard copy of the astronomical bills for the period of April 2020 to August 2020 in spite of their disconnection request.

(xiv) **4<sup>th</sup> September 2020 and 12<sup>th</sup> September 2020: –**

Official letters sent by the Appellant with regard to the issue of disconnection, and about receipt of bills in spite of a disconnection request. No response whatsoever received for either of them.

(xv) **12<sup>th</sup> January 2021: –**

The Respondent allegedly sent a letter for temporary disconnection of the electricity connection on account of non-payment of bills. The Appellant would like to place on record that it never received this letter and even if it did, the contents of the letter are highly astounding. The Appellant had requested for permanent disconnection in March 2020 after payment of all bills, and the Respondent was threatening to temporarily disconnect on account of non-payment of bills in January 2021. The Respondent claimed accumulated dues to the effect of Rs. 6,72,497/- at that point in time.


(xvi) The Respondent temporarily disconnected power supply on 28<sup>th</sup> January 2021. The Appellant responded by its letter dated 3<sup>rd</sup> February 2021, to the temporary disconnection and once again bringing up the issue of permanent disconnection which was not done in March 2020 itself.

(xvii) **8<sup>th</sup> February 2021: –**

First communication from Mr. Uday Bhosle (Testing Division – MSEDCL Pen) received stating that MSEDCL Pen was only responsible for 100 KVA HT disconnection and that any inquiry related to the 5 KVA LT connection was to be made only with Pali-Roha division. Nonetheless, this was the first communication related to disconnection received from the MSEDCL-Pen office almost 11 months later. Accordingly, the Appellant responded by its letter dated 7<sup>th</sup> April 2021.

(xviii) **24<sup>th</sup> May 2021: –**


The Respondent threatened by its letter dated 24<sup>th</sup> May 2021 that the Appellant has to pay outstanding dues of Rs. 9,47,560/- within 7 days or otherwise legal

  
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proceedings will be initiated to the effect and 'Permanent disconnection' by MSEDCL Pen division takes place thereafter.

- (xix) The Appellant visited the Respondent's office on 7<sup>th</sup> June 2021 and 14<sup>th</sup> June 2021, however, there was no amicable solution. He was informed by the Respondent that the issue was due to Covid-19 and that the Appellant has to pay the bills.
- (xx) The Appellant filed grievance application before Internal Grievance Redressal Cell on 4<sup>th</sup> July 2021. During hearing on 22<sup>nd</sup> July 2021, the Appellant presented all points which was also attended by Mr. Uday Bhonsle from the MSEDCL Pen Testing Division. At that point in time among many other arguments, the MSEDCL Pen Testing division flatly denied receiving any letter from the Appellant's ex-factory manager dated 27<sup>th</sup> February 2020 requesting for 1 month extension. They simply stated that they did not disconnect the electricity connection because the factory people stopped them from doing so on 26<sup>th</sup> February 2020.
- (xxi) **26<sup>th</sup> July 2021: –**  
A strong rejoinder letter was sent by the Appellant, post the hearing mentioning that if the MSEDCL Pen division had not received the letter on 27<sup>th</sup> February 2020 from the Appellant regarding 1 month extension for disconnection, then they should have disconnected on 26<sup>th</sup> February 2020 itself. If they were facing hurdles in disconnection, they could always contact the Appellant (Mr. Sanjiv Prasad, Factory Manager etc.) but there was no communication in this regard from them. Alternately, if they received the letter from the Appellant, then they should have disconnected within a month as all bills stood paid at that juncture. No communication was received from them either way till 11 months from March 2020.
- (xxii) It is important to take note of this point as Mr. Khandekar in his representation has stated that owing to the letter received by them on 27<sup>th</sup> February 2020, they did not disconnect the connection. That very letter was initially claimed to have not been received by the MSEDCL – Pen office before they changed their arguments at the Forum.

  
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- (xxiii) The IGRC by its order dated 28<sup>th</sup> July 2021 simply mentioned that a revised bill would be sent to the Appellant as per CE/B&R/Instalment Policy/19409. This policy talks about removal of interest between temporary and permanent disconnection. The order stated that the revised bill would be sent immediately, and that the consumer must pay it.
- (xxiv) It is important to take note that this revised bill mentioned in the Forum's order, was only received by Appellant on 8<sup>th</sup> April 2022. This is a full 8 months after the order passed by the IGRC and was to be sent by the office of the Chairman of the IGRC himself. This once again goes to show how incompetent, irresponsible, and brazen this office of the MSEDCL is. As consumer, the Appellant has no electricity connection for over 1 year now and yet, the MSEDCL Pen division has no form of seriousness in trying to address this case as can be seen from this. In front of your office, when this point was brought up, Mr. Khandekar presented a flimsy excuse of a 'software problem' for the delay.
- (xxv) The Appellant approached before the Forum on 14.02.2022. The Forum, by its order dated 24.03.2022 has rejected the grievance application no. 2298 and directed the licensee to follow the verdict of IGRC, Pen Circle.
- (xxvi) The Forum does not understand the basic issue of the Appellant. The Appellant had a long-standing disconnection dispute against it since March 2019, The IGRC and the Forum have refused to acknowledge as a 'disconnection dispute' instead terming it a 'common billing dispute'. This is despite repeated representations in this regard. Thereafter, both the IGRC and the Forum have passed orders that do not acknowledge the raw facts that form the foundation of the appeal, instead completely misrepresenting arguments on multiple counts.
- (xxvii) The Appellant has been wrongly expected to pay bills to the effect of Rs.9,86,020/- post disconnection request despite following all rules and regulations in line with MSEDCL disconnection requirements. Thereafter, did not receive any intimation from the Respondent about its disconnection even after repeated attempts to get in touch, formal letters and in-person meetings. This entire circus on the part of the Respondent between March 2020 and January 2021 culminated in its electricity connection being temporarily disconnected on account of 'non-payment of bills' (which in itself is hilarious)

  
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in January 2021, and then permanent disconnection in May 2021. Not to forget, direct threats of criminal proceedings against the Appellant, one which has followed all regulations for disconnection, and which has shut down since October 2018. The Appellant feels that it has borne the burden of continuously being itself in this case in front of might be a rather perfunctory and borderline incompetent redressal system up to now, which seems heavily biased in its processes and judgements motivated by intentions beyond the principles of natural justice.

- (xxviii) As consumer, the Appellant feels absolutely harassed and being compelled to continue fighting this case, one that frankly has no basis when you look at the facts that have been laid out a little later in this letter. In fact, the Forum and the IGRC have quoted rules and regulations from different clauses of the MSEDCL's method of operation to pass a judgement against the Appellant.
- (xxix) At this point in time, more than the disconnection dispute, the instant appeal is filed since the Appellant refuse to be driven into paying inordinate amount of money to cover up for the incompetence of the Respondent. Moreover, as a responsible citizen, the Appellant will not be one of many victims of a rather questionable redressal system at the lower levels, one in which the Chairman of the IGRC Pen Division himself represents MSEDCL Pen office at the Forum in spite of not following the terms of his own order, and thereafter contradicts the stance of his own office on multiple counts. Additionally, it quite honestly seems that there is a complete dichotomy between the process of conducting hearings and passing an order at the Forum level, and the fact that proceedings are not permitted to be recorded is being taken full advantage of by the Forum authorities when it comes to passing orders while also making a complete mockery of the redressal system itself.
- (xxx) This case has resulted in inordinate loss to the Appellant as an organization. Since January 2021. The premises in the Tiware village on Khopoli-Pen Road has no electricity and have complete conviction in stating that this is absolutely through no fault of its own, and in fact, a result of utter incompetence, negligence. The basic flora in its premises is dead due to non-watering of plants, the security systems are completely compromised, and most importantly, an

  
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ailing organization like this whose factory is already shutdown in October 2018 is having to fight this case at multiple levels. No electricity is a violation of the fundamental right unless there is valid ground for the same and at this point of time, MSEDCL Pen office is guilty of it and must be held accountable at multiple levels.

(xxxix) The Appellant put on record the detailed rejoinder against points mentioned in the Forum's order. This subject line for its grievance refers to it as a 'billing dispute.' This is highly inaccurate and was in fact mentioned to the Forum even during the hearing. This grievance is in fact a larger disconnection dispute wherein the Respondent was supposed to disconnect the electricity connection in March 2020 as per regulations of the Commission. In addition, this grievance deals with his inability to avail an LT connection owing to the absence of a 'No-Dues Certificate' from the MSEDCL Pen Circle office in spite of having all bills cleared while applying for disconnection. Most importantly, it deals with the fact that the Appellant has been denied its right to electricity courtesy the lackadaisical attitude of the Respondent on numerous fronts. As has already been mentioned, most sections of the Forum's Order were a poor misrepresentation of the appeal to the Forum. It seems reasonably clear that the authorities have not gone through/not understood the case in itself. Or there is more than meets the eye. Thereafter, to use the language that they have is downright offensive and unbecoming of an organization like MSEDCL.

(xxxixii) The final set of sentences in the operative clause 16 of the Forum's Order stated that:

*"After March 2020, Consumer was in use of electricity during the disputed period. It is further observed that, the consumer is contradicted in his statements, on one side demanded for disconnection of power supply in March 2020 and don't want to pay after March 2020 and on other side contends the disconnection made in Jan. 2021."*

The Appellant stated that this one very statement shows the sheer misrepresentation of facts, disdain for principles of natural justice, and sheer lack of understanding of the case. As the Appellant has demanded from the very

  
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beginning for permanent disconnection of supply in March 2020 itself and the reason that contest all future bills is that the disconnection should have taken place in March 2020 itself. The Appellant contest the disconnection in January 2021 being termed as ‘temporary’ and due to ‘non-payment of dues’ considering that permanent disconnection was to take place in March 2020 itself. In January 2021, Respondent was disconnecting the electricity connection on temporary grounds while claiming a whopping Rs. 6,72,497.28 as pending dues. The Forum does not understand the difference between ‘temporary’ and ‘permanent’ disconnection.

(xxxiii) The Appellant would like to point once again that the Forum keeps talking about the IGRC order and the revised bill that they think must pay dues against. The bills generated by MSEDCL to the Appellant declared illegitimate considering that disconnection was due in March 2020 since all bill payments were made, security deposit was in place for deduction of balance amount between final bill payment and disconnection, and since all steps were taken to ensure the same on the part of the Appellant. For the usage post March 2020, the Appellant must be billed as elaborated upon by based on 5 KVA LT charges after revisiting unit consumption, and without any interest, penalties, or other associated charges. The MSEDCL Pali-Roha division and the MSEDCL Pali subdivision must be instructed to begin processes for ensuring 5 KVA LT connection even if the Respondent takes more time even now to furnish the ‘No Dues Certificate’ which was due in March 2020 itself. The 5 KVA LT connection will not be an issue to ensure thereafter.

(xxxiv) The Appellant filed its rejoinder dated 06.07.2022 stating in brief as under: -

a. The Appellant is writing this rejoinder letter in response to the reply submitted by the Respondent by its letter dated 21.06.2020. The reply is a carbon copy of the representation to the Forum dated 24th February 2022. The Appellant has comprehensively rebutted each of the points and arguments made by the Respondent. The letter in fact covers any and every fact related to this case and rebuts not only the arguments that are being presented once again by the Respondent, but also the obnoxious, offensive, and thoughtless order of the Forum.

  
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- b. It is to mention that it is increasingly evident that the Respondent has not even bothered to go through the representation in the case which has already rebutted. Additionally, the Respondent has not even rectified factual inaccuracies from their earlier reply which the Respondent continue to hold as the basis for their arguments.
- c. Coming to specific rejoinders to points made in the Respondent that the Respondent alleged that
- “The power is being used /consumed by the Applicant till May 2021 when the connection was permanently disconnected. The Respondent is demanding the bill for those consumed units only. The Respondent submits that these are legitimate dues from the consumer which are not paid by the consumer. It is submitted that all the bills are as per reading and Interest and DPC are due to non-payment of Arrears. The same cannot be withdrawn as Interest and DPC are integral part of bill and those are levied as per rules. It is humbly brought to notice of the Commission that the timely payment of monthly bills would not have attracted DPC or Interest and this may please be noted on record.
  - The present arrears are Rs.9,86,380/- as per May 2021 bill. The present status of the connection is 'Permanently Disconnected'.
  - The Permanent disconnection is done on 13.05.2021.”
- d. The Appellant stated that the Respondent referred the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021(Supply Code and SOP Regulations 2021) in the IGRC Order which is reproduced as below:

*“7. Agreement*

*7.4 A Consumer may terminate the agreement after giving a notice of Thirty (30) days to the Distribution Licensee:*

*Provided that whenever an agreement is terminated by notice given by the Consumer, the Distribution Licensee shall give a written intimation to the Consumer within Fourteen (14) days after termination failing which it shall be construed that such intimation has been given to the Consumer:*


  
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*Provided further that the Licensee on receipt of the termination notice shall arrange for a special meter reading and prepare a final bill:*

*Provided further that disconnection shall be done immediately after payment of the final bill. The balance amount due to any consumption between the final reading and the permanent disconnection, if any, may be adjusted against the security amount with the Distribution Licensee. The remaining security deposit shall be refunded within Seven (7) days to the Consumer.”*

- e. There was no bill pending to be paid at the time of this disconnection request when the Appellant made the first disconnection request dated 27th January 2020. All pending bills including the one for January 2020 itself paid on 11th February 2020 and when the revised disconnection request was made on 27th February 2020, not only was there no pending bill as of the date but the Appellant also went ahead and paid the full bill for February 2020 which came in March 2020. This bill was paid on 12th March 2020. Resultantly, the Appellant had absolutely no pending bills post 27th February 2020 when the one-month notice was given for disconnection.
- f. Based on the contents of this regulation as well, it is truly clear that the disconnection needs to be done immediately after the payment of the final bill. The Appellant made the disconnection request on 27th February 2020. Thereafter and any balance amount was to be deducted from security deposit of Rs. 3,40,400/- of the Appellant.
- g. The Appellant is not averse to paying bills for legitimately used electricity post March 2020. However, this must be billed on 5 KVA billing parameters, the unit usage must be rechecked, and there must be no interest or penalty. The Appellant is willing to do this as the Appellant do not want the Respondent to pay for used electricity used by the Appellant. However, to expect from the Appellant to do this at 100 KVA levels with interest, penalties etc. which are completely illegitimate and is unjust.
- h. The second section of the reply of the Respondent allegedly states that:
- *“Consumer applied at IGRC on dt. 04.07.2021 i.e., 2 months after the removal of meter. It shows that till this time; the consumer did not complain against the rising outstanding dues. The consumer did not even*

  
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*make any payment against electricity bills after last paid date i.e., 12.03.2020.*

- *It is therefore humbly submitted that the consumer is trying to take undue advantage of loopholes of the system and not come to the Forum with clean hands and thus as per clause 7.9 (e) of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020.”*

i. It is a clear case of a group of individuals harassing consumers and taking absolute undue advantage of their position in the government machinery. The strictest action must be taken against them, and humbly demand a strong reprimand for them making this point. In the first section of main representation letter, the Appellant has provided a point-by-point summary of entire correspondence with the Respondent.

To give a basic brief of all correspondence leading up to the IGRC hearing:

- Letter from the factory manager regarding inquiries about disconnection on 4th September 2020 and 20th September 2020.
- Letter to the Pen Circle Office on 3rd February 2021 by the CMD Sanjiv Prasad inquiring about the issue in absolute detail.
- Response to the Respondent letter dated 8th Feb. 2021, on 7th April 2021 by Appellant which is a terse response to the first official communication in almost 11 months made about the disconnection issue by the Respondent on 8th Feb. 2021.
- Letter given personally at the Respondent Pen office on 7th June 2021 related to the entire issue which was discussed in detail with the Respondent as well.
- Official letter activating the IGRC redressal system through a letter on 14th June 2021.
- This is apart from numerous verbal interactions. It is important to note that the Respondent provided its first communication related to the case of disconnection in March 2020 on 8th Feb 2021 which was almost 11 months later.

  
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j. The Appellant stated that

- The inability of the Respondent Pen office to disconnect due to Cyclone Nisarg and Covid-19, they act as if Covid-19 and Cyclone Nisarg selectively hit only their office. Besides, the fact that this hit is no grounds for not disconnecting a Consumer's connection and expecting them to pay ridiculous arrears and penalties. Additionally, Covid -19 and Cyclone Nisarg did not prevent them from sending any form of communication.
- Claims about not applying for an LT connection which are grievously incorrect since it was needed a 'No Dues Certificate' that the Appellant should have received as per Commission's regulations from the Respondent but never did in March 2020 post payment of all pending bills.
- The alleged outstanding bill for March 2020 of Rs. 47,130/- which was illegitimate as per regulations of the Commission since all pending arrears were paid at time of disconnection and a security deposit of Rs.3,40,400/- is with the Respondent to deduct balance between final payment date and disconnection date. This bill that they keep referring to was generated on 15th April 2020 – well beyond the 1 month during which disconnection was take place – another clear example of misrepresentation and inaccuracy by the Respondent.
- Sheer inaccuracy and ingenuine reportage of the fact that the factory manager stated that the Appellant would disconnect HT connection only after availing LT supply. The Appellant provided an extension request of one month for disconnection on 27th February 2020 and the contents clearly state that the HT connection has to be disconnected in the said period. The Respondent Pen office mentioned that it has nothing to do with LT supply.

(xxxv) Post hearing, the Appellant sent written arguments which is produced as below:


- a. The MSEDCL Pen office initially claimed that they could not disconnect the electricity connection as there was a pending bill dated 15<sup>th</sup> April, 2020 of

  
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Rs. 47,120/- which it had not paid. They stated as per MERC regulations, in the presence of an unpaid bill, they could not disconnect an electricity connection. However, the request for disconnection was made on 27<sup>th</sup> February 2020 and the disconnection was to be made by 26<sup>th</sup> March 2020 (within a month as per MERC regulations). All bills as generated up to then were paid with the last one being paid on 12<sup>th</sup> March 2020 (dated 4<sup>th</sup> March 2020). They were to disconnect by 26<sup>th</sup> March 2020 and the bill they claim was unpaid came on 15<sup>th</sup> April 2020 which is well after the date of disconnection required. Thus, the April 2020 bill is illegitimate and MSEDCL Pen office is in fact in violation of MERC regulations themselves. It is not the other way round as they allege. In fact, there was no communication at all from their end either about their inability to disconnect – something that they only spoke about 11 months later on 8<sup>th</sup> February 2021. Additionally, there was a deposit Rs. 3,40,400/- with them that they were to deduct from post the payment of final bill on 12<sup>th</sup> March 2020. It is still lying with them in fact. It was more than sufficient for 6-7 months of electricity payment of a 100 KVA HT minimum connection if needing to be deducted – forget just a few days that was required back then.

- b. The MSEDCL Pen office has thereafter argued that due to Covid 19 and Cyclone Nisarg, their entire testing division was busy and hence they were unable to disconnect the electricity connection. At the very inception, this argument should not exist in the first place if their primary contestation is that the Appellant did not allegedly ‘pay’ the illegitimate April 2022 bill. That is grounds enough for them to supposedly not disconnect the electricity connection. However, if Covid 19 is their argument, then the fact is that it hit everyone equally bad – including companies with shut down factories. However, their inability to disconnect an existent connection owing to Covid 19 is something unheard of. Moreover, expecting the consumer to pay the amount for the bills during this period is even more unbelievable and violates all principles of natural logic and justice. Moreover, there was not a single form of communication received from them in this regard till almost 11 months.

  
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- c. Mr. Khandekar and the MSEDCL Pen office in their representations in front of this Authority have thereafter stated, that they didn't disconnect the electricity connection owing to the letter dated 27<sup>th</sup> February 2020 which stated that the Appellant wanted a month's extension. They have misquoted, misrepresented, and selectively interpreted the contents of the letter as stating that the Appellant want them to disconnect only after receiving a 5 KVA LT connection. This is once again grossly factually inaccurate as can clearly be seen from the contents of the letter and their own admissions.
- d. The letter categorically states that the Appellant want the MSEDCL Pen office to disconnect within the coming month (a month's extension from the initial disconnection letter dated 27<sup>th</sup> January 2020). This letter was in fact submitted on the request of the MSEDCL Pen office itself when their testing team asked us to share this with them on 26<sup>th</sup> February 2020 so that they could delay disconnection.
- e. The MSEDCL Pen office had categorically stated that they have nothing to do with the 5 KVA LT connection (domestic) and that they will simply disconnect the 100 KVA industrial HT connection which is in their purview. So, beyond all aforementioned points, it is failed to understand how Mr. Khandekar and the MSEDCL Pen office are not only misquoting and misrepresenting the Appellant's letter, but also expressing concern for its 5 KVA LT connection at this juncture all of a sudden when their position on this was quite different.
- f. Mr. Khandekar and the MSEDCL Pen office have also stated in their representations that the Appellant never tried to get a 5 KVA LT connection and are simply trying to take 'undue advantage of the loopholes in the system' to not pay their bills. Not only is this offensive and wreaks of harassment and wrongdoing on the part of the Respondent but is also factually incorrect. In March 2020, the Appellant made numerous inquiries about the same to the MSEDCL Pali Roha office. This is officially documented in the MSEDCL's internal communication dated 16<sup>th</sup> February 2022. It was to receive this particular certificate that the Appellant paid the March 2020 electricity bill even though the Appellant did not need to as per MERC regulations since all


  
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bills were paid at the time of disconnection request. The MSEDCL Pen office never shared the 'no dues certificate' with the Appellant in spite of being obliged to do so. Thus this, argument is incorrect on multiple counts once again. Moreover, this is the same office who needed to send a revised bill post the IGRC hearing as per Mr. Khandekar's order itself which was received 8 months late!

- g. Over the course of the past 4 points, it is increasingly evident how their position and arguments have continuously shifted from one to another with all of them being factually incorrect.
- h. Most importantly, with regard to electricity bills and usage, post March 2020, its stance is truly clear. The Appellant is not averse to paying any bills which are legitimate and show correct usage at their end but as per 5 KVA LT rates which are substantially different.
- i. Moreover, as mentioned in first cover letter, post the hearing with esteemed office, when it was informed about the usage as per bills (April 2020 onwards) being much higher than minimum load levels. The Appellant has extensively studied the entire situation to check for discrepancies etc., all of which are impossible. The usage in factory was only that of 2 lights and 1 fan in the security cabin, and one small water pump for watering plants in garden in front of the factory.
- j. Based on your questioning to Mr. Khandekar related to the process of collecting meter readings, he seemed to provide contradicting points. His statements were in fact contradictory to what took place in the whole of Maharashtra with regard to meter readings during Covid19. He mentioned that apart from March 2020 (the month when disconnection was to take place and during which month the readings averaged), all later readings have taken place manually. I would like to place on record that there was absolutely no one who came to collect any form of readings since April 2020 at its factory. The Appellant has a register of visitors for your reference, and its security guard and ex-factory manager are happy to provide legal affidavits in this regard as well. With respect to its factory being shut down, if MSEDCL Pen

  
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officials have visited it to take meter readings, then they would know more than anyone else about the same.


k. Thus, the Appellant would surmise on this matter that it is certain that the bills provided are arbitrary and not based on actual readings. The bill for certain was a manual meter on which readings needed to be recorded month on month. This meter was taken out at the time of permanent disconnection by the MSEDCL Pen office. Apart from the visit for temporary disconnection in January 2021, the visit to remove the meter in May 2021 was their only other visit.

(xxxvi) The Appellant prays that the Respondent be directed

- a. to withdraw all bills issued post March 2020.
- b. to revise consumption data of units, post March 2020 and to charge based on 5 KVA Domestic Rate without any penalties, interest, etc.
- c. to Compensate of Rs. 1/- (Symbolic) towards failure of standard of performance.

4. The Respondent, by its letter dated 16.06.2022 has submitted its written reply. The written submission along with its arguments dated 07.07.2022 is stated in brief as below: -

- (i) The Appellant is a HT Industrial consumer (No. 034589026130) from 10.02.2015 having SL of 545 KW and CD of 100 KVA at Plot No. 30/7 & 8, Village-Tiware, Khopoli-Pen Road, Tal- Sudhagad-Pali. The Appellant's grievance is regarding "revision of bill."
- (ii) The Appellant made an application (dated 27.01.2020) on 30.01.2020 to disconnect the HT power supply to the Respondent. The Testing Team of the Respondent was directed on 04.02.2020 to disconnect the 100 KVA HT supply. Accordingly, the Testing Team visited the site on 26<sup>th</sup> February 2020 to disconnect its industrial HT Supply. However, it was informed by the Factory Manager of the Appellant that the supply should not be disconnected, and to release the LT supply first and then disconnect HT Supply. The Appellant did not permit to disconnect the HT Supply.
- (iii) The Appellant sent a letter on 27<sup>th</sup> February 2020 regarding request for one month's extension for disconnection, so that the Appellant can follow up for 5

  
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KVA LT connection with the Pali-Roha Subdivision Office of the Respondent. However, there was considerable consumption on the meter thereafter.

It is noted that the Respondent is silent here as to why the testing team did not again visit the site after 1 month, to disconnect the supply. During the hearing, the Respondent mentioned that this happened due to the pandemic and the lockdown which was imposed around 22<sup>nd</sup> March 2020.

- (iv) The Appellant did not receive the bill in Mar. 2020 to May. 2020. They received the Jun.2020 bill which comprised of Mar.2020 to June.2020 bill. The Appellant did not pay these bills, which has resulted in the arrears of the Appellant increasing. There was consumption every month from March 2020 onwards.
- (v) The last payment date of consumer was 12.03.2020 for the outstanding bill for Mar.2020 which was Rs. 47,130/-. This outstanding bill had to be cleared before the request for disconnection could be complied with as per Supply Code Regulations of the Commission in force. In the case of request disconnection, the power supply is immediately disconnected after the payment of final bill. **Any amount of remaining balance due to any consumption between the final reading on the bill and permanent disconnection may be adjusted against the security deposit with the Distribution Licensee.**
- (vi) There was lockdown from 22<sup>nd</sup> March 2020 due to Covid-19 Pandemic throughout the State. The movement of Engineers and Line-staff was restricted only for emergency services to maintain the power supply.
- (vii) The restoration work was so gigantic that Man and Machinery from all over Maharashtra State was helping Pen Circle for next 2 to 3 months. Here the Appellant seems to indicate that it did not have the manpower to send a team for disconnection. Meanwhile, Mar.2020 to May. 2020 bills were regularly generated (and were available on Mahadiscom's official website [www.mahadiscom.in](http://www.mahadiscom.in)) and hence the point of Appellant that they did not receive the bill in Mar. 2020 to May.2020 is not correct. The billing procedure was strictly as per guidelines of the Commission and MSEDCL circulars which is mentioned in Circular no. 323 dated.03.04.2020 as below: -

*Point No. 1: Moratorium (Holding) of Demand Charges.*


*Point no. 2: "Special Interim Dispensation in view of epidemic Covid19:*

  
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*To mitigate to some extent the difficulties being faced by the Electricity consumers of Maharashtra and all out efforts to contain the spread of Corona Pandemic.*


- (a) Commission issued a practice direction on 26.03.2020 whereby meter reading and physical bill distribution work was suspended, and utilities were asked to issue bills on average usage basis till the current crisis gets subsided.
- (b) To put a moratorium on payment of fixed charges of the electricity bill by consumers under Industrial and Commercial category for next three billing cycles beginning from the lockdown date of 25.03.2020.
- (viii) Since Lockdown from 22.03.2020, Fixed Charges are charged accordingly.
- For Apr.2020, May.2020 and Jun.2020 respectively, Demand Charges shown zero.
  - Also, levying of Demand charges is as per MERC practice directives issued as on 09th May 2020 Demand Charges are to be levied in July, Aug. and Sep.2020.
- "a. The Commission has made it clear in its tariff order of 30.03.2020 that moratorium of 3 billing cycles has been given to the industrial and commercial establishments. It is further clarified that those consumers would be liable to pay this amount in the subsequent three billing cycles in equal interest free instalments. If the consumers choose to pay entire moratorium amount in one go, rebate of 1 % on that would be given to such consumers."*
- (ix) Further, major region under Pen Circle was hit by “**Nisarg Cyclone**” on **03.06.2020**, because of which numerous HT and LT poles along with line Transformers collapsed, thereby affecting the power supply in Raigad District. Therefore, all the “Man and Machinery” were shifted and focused to those Cyclone hit areas to restore electrical power supply under Pen Circle. In this period, the foremost aim was to restore the Power supply and erect the collapsed infrastructure and charging thereafter.
- (x) As per application dated 04.07.2021 of the Appellant before IGRC, following points are raised.

  
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*The factory manager requested them to replace the supply 100 KVA by the 5 KVA LT supply before cutting the 100 KVA HT supply. They were informed that they have to follow the 5 KVA LT supply discussion with the Pali-Roha Division. Factory manager of Appellant sent a letter dated 27.02.2020 to disconnect the supply after 1 month from this letter.*

- (xi) The Appellant has made payments till Feb-2020 and disconnection was expected in Mar. 2020. The Respondent did not disconnect the HT power supply (CD-100 KVA) in Mar. 2020.
- (xii) Appellant's HT connection was disconnected on grounds of "Non-payment of bill" on 28<sup>th</sup> Jan. 2021 without prior intimation. (As per Appellant - The disconnection was expected in Mar. 2020 on Appellant's own request and hence further requested for revocation of all unjust bills from Mar.2020).
- (xiii) In view of the above, the Respondent humbly submits as below.
- (a) The power is being used/consumed by the Appellant till May 2021 when the connection was permanently disconnected. The Respondent is demanding the bill for those consumed units only. These are legitimate dues from the consumer which are not paid till date. All the bills are as per reading and Interest and DPC are due to non-payment of Arrears. The same cannot be withdrawn as Interest and DPC are integral part of bill and those are levied as per rules. It is humbly brought to notice of the Hon'ble Authority that the timely payment of monthly bills would not have attracted DPC or Interest and this may please be noted on record.
- (b) The present MSEDCL arrears are Rs.9,86,380/- as per May 2021 bill. The present status of the connection is 'Permanently Disconnected'. The Permanent disconnection is done on 13.05.2021.
- (c) The Appellant filed its grievance in IGRC on 04.07.2021 i.e., 2 months after the removal of meter. It shows that till this time; the Appellant did not complain against the rising outstanding dues. The Appellant did not even make any payment against electricity bills from 12.03.2020.
- (xiv) The online IGRC hearing was conducted on 22.07.2021 and the IGRC by its order dated 28.07.2021 directed as under: -

  
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*“The Respondent MSEDCL should revise the electricity bill in the said matter of consumer no. 034589026130 in accordance with MSEDCL circular CE/B&R/Instalment Policy/19409 dtd. 13.11.2020 considering the Temporary disconnection date and Permanent Disconnection date....”*

- (xv) The Appellant approached before the Forum on 14.02.2022. The Forum, by its order dated 24.03.2022 has rejected the grievance application with following direction: -

*"The grievance application number 2298 is rejected. Licensee is directed to follow the verdict of IGRC, Pen Circle. "*


- (xvi) All the bills are issued as per reading. The readings and billings for the period from Feb. 2020 to May. 2021 are tabulated as below: -

Table 1

Bill Month	Units (KWH)	Units (KVAH)	Bill Demand (KVA)	Bill Amount (Rs.)	Outstanding Dues (Rs.)	Date of Payment
Feb-20	2562	8411	50	55896	55900	11.02.2020
Mar-20	2550	8524	50	46548	46550	12.03.2020
Apr-20	2350	7131	55	56549	73140	-
May-20	2465	6996	55	58209	132020	-
Jun-20	1275	4406	55	34681	167590	-
Jul-20	1777	7952	55	114623	283280	-
Aug-20	1622	7367	55	108558	394720	-
Sep-20	1490	6659	55	103048	500910	-
Oct-20	1562	6076	55	70910	576420	-
Nov-20	1823	7717	55	84008	665780	-
Dec-20	1966	8119	55	86912	759410	-
Jan-21	1664	7303	55	80455	848490	-
Feb-21	3	267	55	26401	883320	-
Mar-21	2	279	55	26497	919400	-
Apr-21	3	264	60	29923	947190	-
May-21	3	113	60	28746	986020	-

- (xvii) Outstanding Bill from the Appellant is Rs. 9,86,380/- as per May-2021 electricity bill (after the due date).

- (xviii) As per letter from the Executive Engineer (Testing), Testing Division, MSEDCL, Pen EET/PEN/232 dated 08.02.2021 addressed to the Appellant Mr. Sanjiv

  
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Prasad, it has been clearly communicated that the Appellant has to reach O&M subdivision Pali/ Division Roha for LT power supply.

- (xix) Also, it is submitted by Deputy Executive Engineer, Pali Sub-division vide letter No.144 dated 16.02.2022 that the Appellant approached Pali-subdivision for enquiry for fetching new 5 KVA LT Industrial connection in Mar. 2020 and that the Appellant was instructed to apply online through "Maitri Portal" and to submit the No Dues certificate of arrears pertaining to HT connection. But the Appellant has neither applied online through Maitri Portal nor gave the No Dues certificate of arrears pertaining to HT connection. (Here it is to be noted that the Respondent itself had refused to issue the required no-dues certificate due to the entire dispute about pending dues, which in turn accumulated due to non-disconnection.)
- (xx) The Appellant was served with disconnection notice dated 12.01.2021 under Section 56(1) of the Act and was Temporarily Disconnected on account of outstanding dues on 28.01.2021 and gave in MSEDCL IT system on 01.02.2021. Therefore, the grievance of Appellant that the connection was disconnected without prior disconnection is not correct.
- (xxi) Further, as per letter SE/PC/HTB/1409 dated 24.05.2021, the Appellant was informed to pay the electricity dues amounting to Rs. 9,47,560/- within 7 days otherwise the connection will be permanently disconnected. The connection was permanently disconnected on 13.05.2021.
- (xxii) It is therefore submitted that the Appellant is trying to take undue advantage of loopholes of the System and not come to the Forum with clean hands and thus as per Regulation 7.9 (e) of CGRF & EO Regulations 2020 which is reproduced as below: -


*"7.9 The Forum shall reject the Grievance at any stage under the following circumstances:*

*(e) In the case of Grievances, which are:*

*(i) frivolous, vexatious, malafide,*

*(ii) without any sufficient cause; or*

*(iii) where there is no prima facie loss or damage or inconvenience caused to the Complainant or the consumers who are represented by an association or group of consumers."*

  
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- (xxiii) Further it is humbly submitted that MSEDCL is justified in their action of disconnection as per Section 56(1) of the Act.
- (xxiv) It is therefore requested to consider the above submission and further requested to dismiss the case.

### **Analysis and Ruling**

5. Heard the parties and perused the documents on record. The Appellant was a HT Industrial consumer from 10.02.2015 at Plot No.30/7 & 8, Village-Tiware, Khopoli-Pen Road, Tal- Sudhagad-Pali. The Appellant had Sanctioned Load of 545 KW and Contract Demand of 100 KVA before it was temporarily disconnected in January 2021.

6. The Appellant contended that it had shut down its factory in October 2018 and had reduced its CD from 200 KVA to 100 KVA in Jan. 2019. The Appellant made an application on 27<sup>th</sup> January 2020 to disconnect its HT power supply and wanted to switch to a 5 KVA LT connection. On receiving its application, the Testing Team visited the site on 26<sup>th</sup> February 2020 to disconnect its HT- Industrial power supply. However, it was informed by the Factory Manager of that time that they would first like to get the 5 KVA LT connection before getting the 100 KVA HT connection disconnected. There have been considerable arguments by both sides as to why the HT connection was not disconnected on that date i.e., 26.02.2020. It was made clear to the Appellant that the visiting team of the Pen Circle was only responsible for the HT disconnection, not for the LT connection. The latter would be handled by the Pali-Roha division. It was not explained to the Appellant, and probably the Appellant did not anticipate that the issue of no-dues certificate would become a hindrance in future for getting the LT connection, as well as for getting the HT connection disconnected.

The net result was that, on hindsight, a small mistake of not getting the HT disconnection done on that date, escalated into mounting arrears, which started from the March 2020 unpaid bill of Rs.47,120/-. The Appellant did not pay this bill with a bona-fide assumption that he had already requested for disconnection and had cleared his last bill of Rs.55,380/- on 12.03.2020 even after making the request for disconnection. Probably at that point of time, the Appellant did not realize that this amount of Rs.47,120/- would escalate to Rs.9.47 lakhs by May 2021. The Appellant did not pay the bill of March 2020 which resulted

  
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in accumulated outstanding dues getting bigger and bigger. Hence, the Appellant being defaulter in payment, on record, was not eligible for immediate permanent disconnection.

Incidentally, there was Covid-19 lockdown from 22<sup>nd</sup> March 2020 and further, on 03.06.2020, major region under Pen Circle was hit by “Nisarg Cyclone”, affecting the power supply in Raigad District. Therefore, all “Man and Machinery” were shifted and focused to those Cyclone hit areas to restore power supply. The Respondent indicated that this was the reason why the HT connection could not be disconnected by 27<sup>th</sup> March 2020 as requested by the Appellant. In this period, there was considerable consumption on the meter ranging from 1462 to 2550 units from March 2020 to January 2021. The Appellant did not apply online to reduce the Contract Demand of 100 KVA on the Respondent’s web portal. This facility was especially given during Covid 19 pandemic period as per the direction of the Commission. The supply of the Appellant was temporarily disconnected on account of outstanding dues on 28.01.2021 and then permanently disconnected on 13.05.2021. The Appellant’s outstanding dues had ballooned to Rs.9,47,560/- at the time of Permanent Disconnection.

7. The HT consumers billing was converted from “kWh” to “kVAh” from 01.04.2020 as per Tariff Order of the Commission in Case No. 322 of 2019 dated 30.03.2020. In the instant case, the kWh consumption and kVAh consumption varies from 1462 to 2550 kWh and 4406 to 8524 kVAh respectively for the period from March 2020 to January 2021. From the record, it is observed that the Appellant did not maintain its power factor which resulted in higher kVAh recording. However, it cannot be denied that had the HT connection been disconnected by 27<sup>th</sup> March 2020 as applied for, these bills would not have been generated in the first place. The Appellant also had an opportunity to shut its supply from MSEDCL System in March 2020, so that there would not be any recording of further consumption, which would have restricted consumption as well as its billing. However, the Appellant did not do so.

8. As per telephonic directions to the Respondent, the data of actual recorded Maximum Demand from April 2019 to January 2021 was submitted by its email dated 18.08.2022. The sanctioned Contract Demand of the Appellant was 100 KVA at that time. The billing is done as per the tariff Orders of the Commission in force. In the instant case, the tariff order dated 30.03.2020 in Case No. 322 of 2019 is applicable with effect from 01.04.2020, and relevant portion is quoted as below:

  
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*“Billing Demand – HT tariff categories*

**Monthly Billing Demand will be the higher of the following:**

- a. Actual Maximum Demand recorded in the month during 0600 hours to 2200 hours;
- b. 75% of the highest Billing Demand recorded during the preceding eleven months, subject to the limit of Contract Demand;
- c. **55% of the Contract Demand.\***

**\*For FY 2020-21: 55%, FY 2021-22: 60%, FY 2022-23: 65%, FY 2023-24: 70%, FY 2024-25: 75%**


**Note:**

- Only the Demand registered during the period 0600 to 2200 Hrs. will be considered for determination of the Billing Demand.
- In case of a change in Contract Demand, the above period will be reckoned from the month following the month in which the change of Contract Demand is effected.”  
..... **Emphasis added.**

The data of the actual recorded Maximum Demand from April 2019 to January 2021 and its billing demand is tabulated as below:

Table 2

Billing Month	Recorded Demand (kVA)	*Billing Demand (kVA)	Billing Month	Recorded Demand (kVA)	**Billing Demand (kVA)	Remarks
Apr-19	19	50	Apr-20	17	55	
May-19	20	50	May-20	16	55	
Jun-19	24	50	Jun-20	20	55	
Jul-19	23	50	Jul-20	19	55	
Aug-19	54	50	Aug-20	19	55	
Sep-19	54	50	Sep-20	18	55	
Oct-19	25	50	Oct-20		55	
Nov-19	22	50	Nov-20		55	
Dec-19	22	50	Dec-20		55	
Jan-20	24	50	Jan-21		55	Temporary disconnected on 28.01.2021
Feb-20	24	50				
Mar-20	23	50				
Note:	* Actual recorded demand is < 50% of the sanctioned CD (100 kVA) hence the billing demand was 50 kVA as per the prevailing tariff order.					
	**Actual recorded demand is < 55% of the sanctioned CD (100 kVA) hence the billing demand was 50 kVA as per the prevailing tariff order.					

  
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From the above table, it is crystal clear that there was some load on its factory which recorded Maximum Demand within the range of 16 to 23 kVA for the period from March 2020 to January 2021.

9. The Appellant had applied for HT permanent disconnection and the Regulation 6 of the Supply Code Regulations 2005 which is applicable for request PD is as below:

*“6. Agreement*

*6.5 The agreement shall be deemed to be terminated upon permanent disconnection of the consumer or where the consumer remains disconnected for a period of more than six (6) months:*

*Provided that the termination of agreement is without prejudice to the rights of the Distribution Licensee or of the consumer under the Act for recovery of any amounts due under the agreement.*


*6.6 A consumer may terminate the agreement after giving a notice of thirty days to the Distribution Licensee.*

*6.7 Whenever an agreement is terminated by notice given by the consumer, the Distribution Licensee shall give a written intimation to the consumer within fourteen days after termination failing which it shall be construed that such intimation has been given to the consumer.*

*6.8 The Distribution Licensee shall increase or reduce the contract demand / sanctioned load of the consumer upon receipt of an application for the same from the consumer: Provided that where such increase or reduction in contract demand / sanctioned load entails any works, the Distribution Licensee may recover expenses relating thereto in accordance with the principles specified in Regulation 3.3, based on the rates contained in the schedule of charges approved by the Commission under Regulation 18:*

*Provided further that any dispute with regard to the need for and extent of any such works pursuant to an application for increase or reduction in contract demand / sanctioned load shall be determined in accordance with the procedure set out in the Grievance Redressal Regulations.*

10. In view of above discussions, I conclude that both the parties were responsible for the unnecessary and avoidable escalation of the dispute. The Appellant could have easily paid the bill of March 2020 of Rs.47,120/- as the disconnection was to be effected only on 27<sup>th</sup> March 2020. On the other hand, the Respondent could also have easily disconnected the 100 kVA connection scheduled on 27.03.2020, without waiting for any further no-dues certificate, as the relatively small bill of March 2020 could have been deducted from the Security Deposit. Had it done so, the small bill would not have escalated to a large bill, creating the whole

  
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dispute. It is also unfortunate that the pandemic and lockdown struck precisely at this point of time, making it difficult to effect the required disconnection, leading to a snow-ball effect and escalation of the bill.


11. Considering these circumstances, the Respondent is directed

- (a) To revise the bill, considering the date of temporary disconnection of 28.01.2021 as the date of Permanent Disconnection, and considering the Billing Demand as per recorded Maximum Demand, of 16 to 20 KVA as tabulated in Table 2, instead of 55 kVA, for the period from April 2020 to January 2021.
- (b) To waive off the interest and DPC for the period April 2020 onwards.
- (c) To issue No Due Certificate after payments of the revised bill and adjustment of security deposit.
- (d) To advise the Appellant for getting new LT supply.
- (e) Compliance to be reported by the Respondent within two months from the date of this order.

12. The Forum's order is changed to the above extent. The Representation is disposed of accordingly.

13. The secretariat of this office is directed to refund Rs.25000/- taken as deposit by adjustment with the Respondent.

Sd/-  
(Vandana Krishna)  
Electricity Ombudsman (Mumbai)

  
(Dilip Dumbre)  
Secretary  
Electricity Ombudsman Mumbai

