

Before the
MAHARASHTRA ELECTRICITY REGULATORY COMMISSION
World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai 400005.
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Case No. 36 of 2009

In the matter of
Complaint filed by Maula Sheku Nadaf under Section 142 of the Electricity Act, 2003
against MSEDCL for non-compliance of Order dated 16.02.2008 passed by the
Commission in Case No. 56 of 2007

Shri. V.P. Raja, Chairman
Shri V. L. Sonavane, Member

Maula Sheku Nadaf

.....Complainant

V/s

Maharashtra State Electricity Distribution Co. Ltd.
Through the Executive Engineer,
Kavathe Mahankal Dn. Kavathe Mahankal
Dist. Sangli

.....Opponent

ORDER

19th December, 2009

Maula Sheku Nadaf, a consumer of Maharashtra State Electricity Distribution Co. Ltd. (hereinafter referred to as "MSEDCL") at Dist. Sangli, filed a complaint under affidavit before the Commission on 4.05.2009 seeking to invoke Section 142 of the Electricity Act, 2003 (hereinafter referred to as "EA 2003"), and seeking directives of the Commission against MSEDCL alleging non-compliance of the Order dated 16.02.2008 passed by the Commission in Case No. 56 of 2007.



2. The prayers of the Complainant, are as follows:

१) “प्रतिवादी यानी मा. आयोगाचा आदेश, केस कं. ५६/२००७ दि. १६.२.२००८ चे पालन केले नाही, हे जाहीर होउन मिळावे व त्या बाबत संविधानिक तरतुदी नुसार कारवाई व्हावी ही विनंती.

(1. It may be declared that the Opponent has not complied with the Hon'ble Commission's Order dated 16th February, 2008 in Case no. 56 of 2007 and it is requested in this regard that action may be taken .)

२) महावितरण कंपनीचे, ०.३० K.M. वाहीनीचे जे अंदाजपत्रकीय रक्कम, आजरोजी होते, तेवढी रक्कम, महावितरण कंपनीने वादी याना देण्याचा आदेश व्हावा ही विनंती.”

(2. A direction may be given to MSEDCL to give to the Petitioner the current approximate value of 0.30 K.M. line.)

3. The Complainant, Sh. Maula Sheku Nadaf, is a resident of Sonyal, Tal – Jat, District – Sangli in Gat No. 876.

4. The Complainant submits that he had applied to MSEDCL Sankh subdivision office for a 3 HP 3 phase new agricultural connection in the year 2007. During that time, the Complainant was advised that if he required an agricultural connection immediately he would need to build a 5 pole LT line and that he would have to apply through/avail a Dedicated Distribution Facility (DDF) Scheme (hereinafter referred to as “DDF Scheme”).

5. The Complainant submits that he was told by MSEDCL that such DDF Schemes are beneficial for consumers since nobody would be allowed to tap electricity through those lines, as it would be dedicated to the particular consumer only. Accordingly, the Complainant applied for agricultural electricity connection through DDF Scheme.

6. The Complainant submits that as per his application, a cost estimate was provided by MSEDCL for 0.12 KM line through letter ref. no. EE/SGL (R)/DDF/401/07-08 dated 10th August, 2007. Challan No. 418 dated 21st August, 2007 was provided alongwith the letter. According to the Petitioner, he had to pay 1.3% of the normative charges pertaining to the value of the works, i.e., Rs. 465/- towards supervision charges, and further a Security Deposit of Rs. 1,500/- to MSEDCL totaling to Rs. 1,965/-. A Receipt No. 2204918 dated 22nd August, 2007 has been referred to in this regard.

7. The Complainant submits that after making the aforesaid payment, MSEDCL conveyed to the Complainant that what was required was construction of a line for 0.30 KM instead of 0.12 KM as conveyed earlier. Accordingly, the first estimate was revised and sanctioned through letter ref. no. EE/SGL (R)/Sanction/DDF/600/07-08 dated 3rd November, 2007. In the revised Challan No. 310 dated 13th November 2007, 1.3% of the normative charges @ Rs. 940/- and Security Deposit of Rs. 1,500/- totaling to Rs. 2,440/- was intimated to the Complainant. Accordingly, the differential amount of Rs. 475/- was obtained by MSEDCL from the Complainant. A receipt no. 2233922 dated 1st January 2008 has been referred to in this regard.

8. The Complainant states that in view of the above he suffered mental and physical harassment from the day on which the original amount had been paid till the day the differential amount was recovered.

9. It has been further submitted by the Complainant that subsequently, MSEDCL vide challan No 316 dated 28.02.2008, provided an estimate of an amount of Rs. 8050/- to the Complainant on account of the cost of 3 poles . The same has been paid by the Complainant. A receipt no. 2255408 dated 5.03.2008 has been referred to in this regard.

10. The Complainant further submits that, after receiving the aforesaid payments, MSEDCL Sub-division: Sankh asked the Complainant to get the work done that relating to installation of five pole lines from Transformer No. 4721260, Sonyal. Consequently, the Complainant incurred expenditure of about Rs. 75,000/- and got the line erected from a contractor, as desired by the Opponent. Further to this, an agreement was made between the Complainant and MSEDCL at the instance of MSEDCL, where the Complainant had to state that he has no rights on the said line and that this was now the property of MSEDCL. It has also been submitted that the Complainant never received a copy of this agreement. It has also been submitted that the Opponent (Sankh sub-division of MSEDCL) released regular agricultural pump connection bearing No. AG – 560 (270460519885) , to the Complainant.

11. The Complainant submits that he is further aggrieved from the fact that even though the Complainant had incurred an expenditure of Rs. 75,000/- under the DDF Scheme for getting the electric supply, in April 2009, this line was tapped for the agricultural pump connection to be given to one Shri. Mallappa Lakshman Parit. On coming to know this fact, when the Complainant lodged a complaint with the Section Office, Madgyal of Sankh sub-division, the Jr. Engineer, Madgyal told the Complainant that, even though the Complainant had availed the supply under DDF Scheme he does not have any further right on this line since he had consented to the fact that the line would be the property of MSEDCL as per the agreement.

12. The Complainant submits that the DDF Scheme was sanctioned by the Sankh sub-division of MSEDCL on its own accord and the same is not in accordance with the DDF Scheme approved by the Commission in Case No. 56 of 2007 in Order dated 16.02.2008. It is submitted that, in the abovesaid order, the Commission had ruled on technical and financial implementation of DDF Schemes.

13. The Commission's office, vide letter dated 11th August 2009, directed MSEDCL to inform the Commission as to the steps taken by MSEDCL to comply with the abovementioned Order dated 16.02.2008 within one week of the issuance of the said letter. MSEDCL submitted its reply on affidavit on 26.08.2009 stating that the Complainant had voluntarily applied for electricity connection under DDF Scheme by showing his willingness to carry out the necessary works of installation at his own cost. It was also submitted by MSEDCL that while processing the application of the Petitioner, it was never the intention of MSEDCL to disobey or violate any orders of the Commission. MSEDCL, the Opponent also undertook to refund the estimated value of works carried out by the Complainant by making adjustments in energy bills of the Complainant.

14. The Complainant was intimated of the Opponent's stand taken in its aforesaid reply, vide letter dated 7th September 2009 from the Commission's office, and the Complainant was asked as to whether the Complainant still wanted to pursue the present case since MSEDCL had agreed to refund the estimated value of work carried out by the Complainant by adjustment in energy bills. The Complainant thereafter submitted his rejoinder on 17.09.2009 wherein he agreed to receive the refund of the amount in one installment instead of repayment through adjustment in energy bills. It was submitted that if the repayment is done through adjustment, interest should be paid by MSEDCL.

15. The Commission vide its notice dated September 29, 2009 fixed an admissibility hearing in the matter on 21st October, 2009. MSEDCL submitted an affidavit of its Executive Engineer Kavathe Mahankal on 1-9-2009 before Commission submitting *inter alia* that "4) ...Respondent undertakes to refund the estimated value of work carried out by Petitioner by adjustment in further energy bills of the Petitioner, Shri. Nadaf." The Complainant in its rejoinder filed on 17.09.2009 has agreed to receive refund of the amount in one installment instead of repayment through adjustment in energy bills. The Commission notes from the Complaint filed by the Complainant herein that the Complainant had incurred an expenditure of about Rs. 75,000/- and got the line erected from the contractor. The Commission also notes that the electricity Bill annexed as Annexure No. 11 to the Complaint provides that the total electricity bill amount is Rs. 158.61/-, as per tariff approved by the Commission, though the amount actually payable after adjusting for Govt subsidy is around Rs. 12/-. In view of the above affidavit of MSEDCL if refund is provided as adjustment in electricity Bills, on simple calculation, the Commission is of the view that it would take enormous amount of time for the consumer to recover the amounts to be refunded by MSEDCL. On the other hand, payment of interest on part payments over a long duration would be against good commercial principles and prudent utility practices. It would therefore be in interests of justice and in consumer interest to direct refund (which MSEDCL has undertaken to in terms of its affidavit of its Executive Engineer Kavathe Mahankal on 1-9-2009 before Commission) at one go in lumpsum. The Opponent is hereby accordingly directed to refund the amounts undertaken to be so refunded by the Opponent itself, at one go in lumpsum, in favour of the Complainant.

16. The Opponent having agreed to refund the estimated value of work carried out by Complainant, no case under Section 142 of EA 2003 is required to be made out against the Opponent. Accordingly, with the above directions nothing further survives in the matter. The case stands disposed of.

Sd/-
(V. L. Sonavane)
Member

Sd/-
(V. P. Raja)
Chairman



(Sanjay Sethi)
Secretary, MERC