

**Before Maharashtra State Electricity Distribution Co. Ltd.'s  
Consumer Grievance Redressal Forum  
Nagpur Urban Zone, Nagpur**

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**Case No. CGRF(NUZ)/086/2006**

- Applicant** : M/s. Nice Papers Ltd.,  
At-102, Shrimohini Complex,  
Kingsway,  
Nagpur through its Director  
Shri Aditya S. Saraf.
- Non-Applicant** : The Nodal Officer-  
Assistant Engineer,  
O&M Division-II,  
Nagpur representing the MSEDCL.
- Quorum Present** : 1) Shri S.D. Jahagirdar,  
Chairman,  
Consumer Grievance Redressal  
Forum,  
Nagpur Urban Zone,  
Nagpur.
- 2) Shri M.S. Shrisat  
Exe. Engr. & Member Secretary,  
Consumer Grievance Redressal Forum,  
NUZ, MSEDCL, Nagpur.

**ORDER (Passed on 23.01.2006)**

The present grievance application has been filed before this Forum in the prescribed Annexure "A" on 30.12.2005 under Regulation 6.3 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulations, 2003 here-in-after referred-to-as the said Regulations.

The grievance of the applicant is in respect of varying due dates of Electricity bills issued to the applicant.

His grievance is also in respect of erroneous charging of delayed payment charges of Rs. 24,866.89 in his energy bill dated 29.09.2005 for a total amount of Rs. 1,19,38,228=33.

Before approaching this Forum, the applicant had filed his complaint on 14.10.2005 before the Chief Engineer, NUZ, MSEDCL, Nagpur raising therein the present grievance. However, no remedy was provided by the Chief Engineer to the grievance of the applicant.

The Chief Engineer neither forwarded his grievance to the Internal Grievance Redressal Unit for disposal under the said Regulations. Hence, the requirement of the applicant again approaching the Internal Grievance Redressal Unit under the said Regulations stands dispensed with. Such a dispensation has also been confirmed by the MERC. Hence, filing of the present grievance application is quite in order.

The matter was heard by us on 20.01.2006.

The documents produced on record by both the parties are also perused & examined by us.

The applicant's case was presented before us by his nominated representative one Shri R.B. Goyenka.

The main contention of the applicant's representative is that due dates of payment of the applicant's energy bills are varying from 13<sup>th</sup> of day of the month to 18<sup>th</sup>. The applicant's meter reading is taken of 16<sup>th</sup> of every month regularly. According to him, as a matter of principle, there should be one month's period given to the consumer from the date of meter reading up-to the date of payment since a

security deposit equivalent to one month's energy bill is always available with the Distribution Licensee. He added that delayed payment charges should not be charged in case the energy bill is paid within the one month's period from the date of meter reading.

He strongly contended that the licensee can not issue energy bills on dates decided by the licensee at its will and that premature due dates of payment can not be decided by the licensee itself.

The relevant details of energy bills issued to the applicant and their due dates of payment are as under.

	<u>Bill Date</u>	<u>Due Date of Payment</u>
1)	04.06.2005	18.06.2005
2)	30.06.2005	14.07.2005
3)	02.08.2005	16.08.2005
4)	01.09.2005	15.09.2005
5)	29.09.2005	13.10.2005

Quoting the above details the applicant's representative stated that the applicant has been receiving his energy bills generally on or after 15 of each month and hence funding arrangement was planned accordingly. However, the due date of payment in respect of the applicant's energy bill dated 29.09.2005 was 13.10.2005. This had upset completely funding arrangement of the applicant with the result that the payment of his energy bill dated 29.09.2005 came to be made on 14.10.2005 when due date was shown as 13.10.2005. The applicant has made payment of his energy bill dated 29.09.2005 under protest because, according to him, erroneous delayed payment charges of Rs. 24,866=89 were recovered

from the applicant. His main contention is that frequent change in due dates of payment has upset his fund management. His request is to align the bills to fall on specific date of each month so that the such a problem does not arise at all.

The applicant's representative further contended that intervals for billing the H.T. consumers is decided by MERC as one month.

The applicant's representative relied upon definition of word "Month" made in Regulations 2.1 of the MERC (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005 here-in-after referred-to-as the Supply Code Regulations and also Regulation 15.5.1 thereof and contended that these legal provisions imply that the presentation of billing should be done every month, that the payment intervals should also be on monthly basis and that the due date of payment should be on the same day of every month. According to him, the interval for reading of meters is exactly one calendar month and in case of the applicant the reading is taken on 16<sup>th</sup> day of each month. He added that, in the instant case, the non-applicant is not issuing the applicant's energy bills on the same day of every month with the result that there are different days of issue of energy bills and naturally different respective due dates of payment.

He further submitted that the due dates of payment in the instant case also are incorrect in as much as clear 15 days' time for payment as contemplated in Regulation 15.5.1 of the Supply Code Regulations is not made available.

According to him, the time-lag different between the respective dates of issue of the bills and the respective due dates of payment is of 14 days which is wrong.

He requested that the non-applicant be directed to issue energy bills to the applicant on fixed dates each month and that the due date payment should be after one month's period from the date of meter reading.

He strongly argued that, in the present case, the applicant had paid his energy bill for the month of September, 2005 on 14.10.2005 i.e. within 28 days from the date of meter reading which was done on 16.09.2005 and hence, the applicant is entitled to refund of delayed payment charges amounting of Rs. 24,866=84.

The non-applicant has stated in his parawise report that the due dates of payment are properly shown in the energy bills of the applicant and that not less than 15 days' time is given to the applicant for making payment of his energy bills from the respective dates on which his energy bills are issued. He has furnished details of the applicant's due dates of payment etc. of his energy bills as under.

Sr. No.	Energy bill for the Month of	Date of issue of bill	Due date of payment	Actual date of Payment.	Amount of Elect. Bill	D.P.C. Charged Rs.
(1)	May 2005	04.06.05	18.06.05	18.06.05	648992.52	Nil
(2)	June 2005	30.06.05	14.07.05	14.07.05	1105297.14	Nil
(3)	July 2005	02.08.05	16.08.05	16.08.05	1097199.77	Nil
(4)	August 05	01.09.05	15.09.05	15.09.05	989233.54	Nil
(5)	Sept. 2005	29.09.05	13.10.05	14.10.05	11938228.33	24866.89

He added that the applicant has paid all his energy bills on due dates only with an exception of his energy bill for the month of September, 2005 which he paid late by

one day and hence delayed payment charges of Rs. 24,866.86 were required to be paid by him. According to him, the applicant is not legally entitled to the refund of these delayed charges in view of provision contained in Regulation 15.1 of the Supply Code Regulations.

He further stated that it is not possible and also legally required that the energy bills of H.T. consumers should necessarily be issued on the same date of every month.

We have carefully gone through all the documents produced on record and all submissions, written and oral, made before us by both the parties.

The main dispute in the instant case is about the applicant's energy bill dated 29.09.2005 due date of payment of which was 13.10.2005 and payment of which has actually been made by the applicant on 14.10.2005 that is a day after the due date of payment.

The contention of the applicant's representative that clear 15 days' time is not given by the non-applicant from the date of issue of the energy bill for payment purposes is not correct. The reason is that Regulation 15.5.1. of the Supply Code Regulations clearly provides that due date of payment shall be not less than 15 days from the bill date. In the instant case, the bill is dated 29.09.2005 while due date of payment as mentioned on the bill is 13.10.2005. The time-lag between the date of the bill and due date of payment is evidently of not less than 15 days and hence the due date of payment viz. 13.10.2005 is correctly shown by the non-applicant. The applicant has made payment of his energy bill dated

29.09.2005 on 14.10.2005 and hence it is clear that he did make this payment on or before the due date. Naturally, the non-applicant has rightly recovered delayed payment charges of Rs. 24,866=89 from the applicant. The applicant's protest in this respect does not draw any support of Regulation 15.5.1 of the Supply Code Regulations.

The applicant's representative's request that the applicant's energy bills should be issued on the same day of every month is also not acceptable because there is no such explicit provision in the Supply Code Regulations to that effect. What is laid down in the Supply Code Regulations is that in case of H.T. consumer, due date of payment shall be not less than 15 days from the bill date which has been followed correctly by the non-applicant.

Another contention of the applicant is that as a matter of principle one month's period from the date of meter reading should be given to the applicant for making payment of his energy bill. However, there is no provision available in the Supply Code Regulations in this connection and hence this contention is also not acceptable.

The interpretation drawn by the applicant's representative in respect of Regulation 15.5.1 to the effect that presentation of billing should be done every month and the payment intervals should also be given on monthly basis and hence should be on the same day of every month is also not correct in as much as it has nowhere been stated in this Regulation that there should be same day of payment each month.

It is seen from the record that the applicant's meter reading is taken on 16<sup>th</sup> of each month regularly and energy bills issued subsequently making therein specific mention of bill date and of the due date of payment. Even the applicant's representative has also admitted that the applicant's meter reading is taken on 16<sup>th</sup> of each month regularly. His complaint is about varying due dates of payments varying from 13<sup>th</sup> to 18<sup>th</sup> of the month though the reading is taken on 16<sup>th</sup> day of every month.

This grievance of the applicant can not be redressed for the reason that there could be different bill dates and hence different respective due dates of payment. The only restriction put on the Licensee is about the time-lag of not less than 15 days between the bill date and the due date of payment. The fact therefore, remains that statutory requirement of Regulation 15.5.1 of the Supply Code Regulations in respect of intervening period of not less than 15 days between the bill date and due of payment has been duly complied with by the non-applicant in the instant case.

The applicant's representative has also requested this Forum to direct the non-applicant to issue energy bills on fixed dates and also to ensure that the due date of payment should be after one month from the date of meter reading. However, no such direction can be issued by this Forum for the simple reason that there is no such provision available in the Supply Code Regulations.

The fact remains that the applicant paid the amount of his energy bill dated 29.09.2005 on 14.10.2005 when its due date of payment was 13.10.2005. As such, he was rightly required to pay the delayed payment of Rs. 24,866=89. Question of refund of these delayed payment charges to the applicant, therefore, does not arise.

In the result, the applicant's grievance application stands rejected.

Sd/-  
(M.S. Shrisat)  
Member-Secretary

Sd/-  
(S.D. Jahagirdar)  
CHAIRMAN

**CONSUMER GRIEVANCE REDRESSAL FORUM  
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO LTD's  
NAGPUR URBAN ZONE, NAGPUR.**

**Member-Secretary  
Consumer Grievance Redressal Forum,  
Maharashtra State Electricity Distribution Co.Ltd.,  
Nagpur Urban Zone, NAGPUR.**