

CONSUMER GRIEVANCE REDRESSAL FORUM
THE TATA POWER COMPANY LIMITED

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Matunga, Mumbai 400 019
Phone: 67172710 Fax: 67172730
e-mail: grievance.cell@tatapower.com

Ref.CGRF/TPC/2013/33

Date: 23.05.2013

Case No.CG/4/2013
Date of Hearing: 19.04.2013

In the matter of Mr. Neelakantan Krishnan Aiyar & Mrs. Vidya Neelakantan
V/s The Tata Power Co. Ltd
Reg. Redressal of grievance by the Forum and passing of order

This is with reference to the grievance submitted in Schedule-A form to CGRF on 08.04.2013. Mr. Neelakantan Krishnan Aiyar, the complainant vide his e-mail dated 09.4.2013 had requested the Forum to fix the date of CGRF hearing either on 19.4.2013 or 20.4.2013 as he would be available in Mumbai on his way back from pilgrimage & to which The Tata Power Company Limited had kindly agreed for the hearing date on 19.4.2013. Accordingly CGRF (Tata Power Company Limited) granted a personal hearing to Mr. Neelakantan Krishnan Aiyar & Mrs. Vidya Neelakantan (Consumer No.767346) and representatives of Tata Power Company Limited on 19th April 2013 at 14.00 Hrs vide this office letter No.CGRF/TPC/2013/23 dated 12.04.2013. Mr. Neelakantan Krishnan Aiyar & Mrs. Vidya Neelakantan (Consumer No.767346) are having three phase power supply with tariff category LTI –Residential load.

The following persons were present:

CGRF Members:

- 1) Mr. R V Hegdekar, Chairperson
- 2) Mr. Bhalchandra A. Naik, Member
- 3) Mr. Vrushal N. Pimple, Member

On behalf of the Complainant:

Mr. Neelakantan Krishnan Aiyar

On behalf of The Tata Power Company Limited:

- 1) Mr. Ranjit Ganguly
- 2) Mr. Gaurav Gautam

Details of deliberations

The complainant informed the Forum that he is an NRI living in Dubai & that he had made all the payments and pointed out that the three cheques were issued on HDFC bank viz. Cheque no 025422 for Rs. 690/-, Cheque 025423 for Rs. 1296/- and Cheque 025424 for Rs. 1112/-.

The Tata Power Co. Ltd. had sent recovery personnel without checking whether the payments were made or not.

As ECS facility was activated on 3rd January, 2013, he asked why it was not checked before initiating recovery proceeding. He also complained about the rude language used by the recovery officer. He questioned why the recovery officer was sent twice in Jan 2013 instead of sending the bill to his bank for payment.

This has caused him mental trauma and he was deeply hurt and felt humiliated before his friends, as he had to leave the function for which he had specifically visited India. His specific purpose of visiting India was lost as Tata Power recovery officer unnecessarily summoned him.

Hence he claimed the cost of visit and the compensation for mental agony as he was interrogated by the Tata Power recovery team in front of the office staff of Oberoi Splendor, which was a big harassment. The Complainant has claimed Rs. 1,60,618/- towards {(a) Airfare from Dubai to Mumbai & back Rs 19,748/- (b) Taxi at Dubai Res Dxb Airport & back Rs 1770/- (c) Salary for 3 days Rs 88,500/- (d) Conveyance in Mumbai Apt/Res back Rs 500/- (e) conveyance for reaching oberoi from wedding Rs 100/- & (f) Compensation Rs 50000/-}

The Tata Power had sent a written reply to the Forum as well as to the complainant vide letter dated 16/04/2013. The relevant points reiterated (after duly correcting the relevant dates based on the facts) by the representative of the Tata Power during the hearing are as follows:

1. Before proceeding with the pleadings, we would like to highlight certain important facts as per dates as follows:

Sr. No	Bill Month and Date	Current Bill Amount (Rs)	Past Dues (Rs)	Bill Amount Payable (Rs)	Payment date and amount paid by Consumer or refund by Tata Power
1	17/09/2012-September-12	248	-395	-147	
2	17/10/2012-October-12	1096	-397	699	
3	17/11/2012-November-12	1045	229	1296	
4	18/12/2012-December-12	1112	1296	2432	
5					14/01/2013- Rs. 1112- Payment by Consumer
6	16/01/2013-January-13	758	2468	3226	
7					02/02/2013- Rs. 1296 and Rs. 690 - (Payment by cheques. These cheques were deposited by consumer at our office on 11/12/2012 and 12/11/2012 respectively, but as the Consumer failed to write the Consumer number behind cheques, the same could not be credited against Consumer no. 767346 and was put in suspense account. The correction was done on 02/02/2013).
8					05/02/2013- Rs. 3226- Payment by Consumer through ECS (ECS activated on 03/01/2013 and hence when the invoice dated 16/01/2013 was raised, the above amount was deducted on due date 05/02/2013 through ECS
9	16/02/2013-February-13	455	119	574	
10					19/02/2013- Rs. 3226- Refund by Tata Power (refund on Rs. 3226 was credited to Consumer's account)

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2. We understand that the claim of compensation is with respect to period dated 30/01/2013 to 03/02/2013, when the Consumer had come for a personal visit to India from Dubai.
3. The fact is that the Consumer made payment on 06/11/2012 for Rs. 690 vide cheque no. 025422 and on 08/12/2012 for Rs. 1296 vide cheque no. 025423, but on both the cheques the Consumer failed to write Consumer number as well as the Bill number. As the Consumer failed to write the Consumer number and the bill number, the said cheque amount was put in suspense account and not credited against the Consumer no. 767346 and hence no amount was received from the Consumer for Consumer no. 767346. As no amount was credited in favour of Tata Power against Consumer no. 767346 for the bill of November-12, the bill amount became overdue and the recovery team issued notice under section 56 of EA, 2003 for recovery of such amount and disconnection, if the Consumer fails to make payment of the said outstanding overdue amount.
4. Similarly for the December bill dated 18/12/2012, we didn't receive any amount towards Consumer no. 767346 within the due date for an outstanding amount of Rs. 2432. On 14/01/2013, the Consumer made payment of Rs.1112 vide cheque no. 025424 and as the cheque details were as per requirement, this cheque amount was credited against Consumer no. 767346. Even after making payment of Rs. 1112, there was an overdue outstanding amount pending against Consumer no. 767346 and hence twice in the month of January-13, the officials of recovery team visited your premises for disconnection including 31st January-13.
5. Further, with respect to availing of ECS facility, we would like to inform you that ECS facility was processed, but the same was activated/ registered only on 03rd January 2013.
6. As per the process of ECS the Consumer applied for ECS. In the ECS form, the present Consumer has opted for due date as an effective date on which the account is to be debited. For ECS, every day official responsible for ECS, runs the software and send the bills of that day of Consumers, who have opted for ECS to the aggregator (Bill desk) for debiting the amount. In the present case, though the ECS was activated on 03rd January, 2013, the billing date was within 16th to 18th of every month. The bill/invoice of the present Consumer was sent to aggregator for debiting January-13 bill amount on the very day when the bill was generated i.e. 16th January, 2013 and said January-13 bill amount was debited on 05th February, 2013 (as opted by Consumer as due date). The Consumer in the Complaint has raised a contention that as the ECS was activated on 03rd January 2013 then why the recovery team of Tata Power had visited the Consumers premises twice for disconnection, when the overdue amount could have been debited though ECS. We reiterate that ECS can only be used, when an invoice generated in the system is forwarded to aggregator for debiting the bill amount and not otherwise. Thus, though the ECS was activated on 3rd January 2013, but as the bill for January-13 was generated in the system on 16th January 2013, the same was sent to aggregator for debiting the bill amount through ECS.
7. The cheques dated 06/11/2012 and 08/12/2012 were transferred from suspense account to Consumer account no. 767346 on 02/02/2013, but till such time the process for ECS debit was already initiated and hence an amount for Rs. 3226 was debited from your account and thereafter necessary rectification was done and the said amount was refunded to Consumer's account on 19th February 2013.
8. We reiterate that the Consumer failed to provide correct details in cheques because of which the cheque amount was transferred in suspense account and the Consumer account vide Consumer number 767346 was not credited and hence the bill amounts for November-12 bill and December-12 bill became overdue. As the amount was overdue,

we have rightly issued notice under section 56 of EA, 2003 and thereafter sent officials for recovery/disconnection of same twice in the month of January 2013. If there would have been no amount overdue against consumer no. 767346, no notice would have been issued and no recovery/disconnection officer would have visited the premise of Consumer and moreover, the Consumer would not have been forced to leave a function and meet the officials of Tata Power to avoid disconnection. It was an error on the part of Consumer for which Tata Power cannot be held responsible. We have already clarified about ECS facility availed by Consumer.

9. Thus, Tata Power Company Limited has not committed any deficiency in service and thus there is no question of any type of compensation. We deny the compensation sheet annexed with the Complaint. Thus, the Consumer has no case on merits and thus prayed that the complaint be dismissed and no compensation ought to be granted.

Forum heard both the parties. Based on the records made available and the deliberations during the hearing, the Forum observed that:

1. The consumer opted for payment by ECS. The application form is showing the date of 19.11.12, but the completed form was received by Tata Power on 17.12.2012. The ECS was activated on 03.01.2013
2. Oct 2012 Bill was generated for the amt of Rs.699/- with a due date of 06.11.2012 and discount date of 25.10.2012 for discounted amt of Rs.690/-. The cheque No. 025422 dated 06.11.2012 drawn on HDFC Bank Ltd. for Rs. 690/- was deposited by the consumer. This was posted by Tata Power on 12.11.2012 in suspense account.
In the bill issued by Tata Power Company Limited, it is clearly mentioned that payment by cheque should be in favour of "The Tata Power Co. Ltd-Consumer A/c No. 767346". The cheque was not properly drawn as required. Neither the consumer no. was written on the back side of the cheque. Result: The cheque amount went into suspense account.
Also the amount was short by Rs.9/- on due date.
3. Nov 2012 bill was generated for the amt of Rs.1296/- with a due date of 08.12.2012. The cheque No. 025423 dated 08.12.2012 drawn on HDFC Bank Ltd. for Rs.1296/- was dropped in electronic kiosk at Oberoi Splendor Andheri (E) terminal ID TP07 (Transaction No 812 on 08-12-2012 at 01.40.24 PM). The acknowledgement slip produced by the consumer during the hearing clearly indicates consumer No. 767346 on it against electricity bill payment by cheque. It is very surprising that Tata Power had put this amount in suspense account on 11.12.2012 & not properly accounted this amount in consumer's credit on that date. On printed receipt the consumer no. and the cheque details are clearly seen. This cheque should not have gone to suspense account which shows there is some lacuna in the system as Kiosk details are not reflected in Tata Power's databank.
4. As per Tata Power notice of disconnection dated 17.12.2012 for outstanding amt of Rs. 1299/- was served on 18.12.2012 under section 56 of Electricity Act, 2003. However the identity of recipient was not recorded properly on acknowledgement slip (i.e. Receiver's name, relationship, stamp & telephone number). The notice of disconnection being a serious matter, the details mentioned above are necessary. During the hearing, the consumer told that he had not received the notice of disconnection.
5. On 10/1/2013 the recovery personnel contacted consumer's son & collected the cheque No. 025424 of Rs.1112/- against current bill amount for the month of

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December 2012. This cheque amount was posted in consumer's account on 14/1/2013 as the consumer no. was mentioned in this cheque.

The receipt of the cheque on 10/01/2013, was denied by Tata Power Company Ltd, during the hearing but subsequently accepted that the cheque was received on the same date i.e. 10/1/2013 & apologized for the wrong statement made during the hearing vide e-mail on 22.4.2013.

- 6 The fact that the disconnection was not done is noted by the Forum.
- 7 On visit of the recovery personnel on 10/01/2013 the son of the consumer did not provide any details of payments made earlier, however Tata Power recovery person believed him and accepted the cheque of current amount pending (Rs.1112/-). Then again he visited the consumer's premises on 31/01/2013 as the earlier payments could not be traced due to absence of details of the cheques (which were lying in suspense account). Hence consumer had to be called for explanation who later on provided the details of the cheques and subsequently the accounts were settled. The cheques dated 06/11/2012 and 08/12/2012 were transferred from suspense account to consumer account on 02/02/2013 but till such time process for ECS debit was already initiated and hence an amount for Rs. 3226/- was debited from consumer's account for January 2013 bill on 05.02.2013 i.e. on due date & thereafter the said amount was refunded to consumer's NRE account on 19th February 2013.
- 8 After the hearing, the consumer sent e-mail wherein he wrote that he was not allowed to appoint advocate whereas legal manager participated from Distribution Licensee's side which he felt was a bit unfair.
Regulation 6.15 of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2006 inter alia states as under:
"A consumer, Distribution Licensee or any other person who is a party to any proceedings before the Forum may either appear in person or authorise any person other than an Advocate (within the meaning of the Advocates Act, 1961) to present his case before the Forum and to do all or any of the acts for the purpose."
The above provision specifically bars appearance of Advocate before IGR, CGRF and Ombudsman. The provision does not restrain any officer of the Distribution Licensee, which includes the legal manager of the Licensee.
- 9 About the objection regarding rude behaviour of Tata Power personnel on 31/1/2013, Tata Power have replied to this grievance raised in IGR that they have taken note of consumers views expressed on Tata Power services; apologised for the same and have assured that they are taking steps in the direction of improvement.

Order from Forum:

The amount of payment made by the consumer was lying in suspense account due to the fault of consumer himself in not mentioning the consumer no. on cheques (No. 025422 for Rs. 690/- & No. 025423 for Rs. 1296/-). The instruction that the consumer should mention his consumer no. on the cheques is clearly mentioned in the bill. On asking details about the payment, those details were not furnished by his son. Therefore the consumer himself had to come to his residence to furnish those details. The complainant was not summoned by Tata Power to come from Dubai to Mumbai. He happened to be in Mumbai & was asked to explain the details. After receiving the details from him, no disconnection was done. Therefore the compensation as claimed by the consumer cannot be granted.

However, to meet ends of justice, we are inclined to award compensation of Rs. 1,000/- for the negligence on the part of the Tata Power Company Ltd in not correctly

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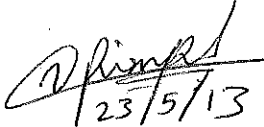
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crediting the amount of cheque (No. 025423) for Rs 1296/- in consumer's account and putting the said amount in suspense account (as the consumer no. 767346 is clearly seen on the printed receipt received by the consumer, which he had produced during the hearing). The Tata power Company Ltd is hereby directed to pay the compensation of Rs. 1,000/- by way of credit in the Consumer's ensuing bill.


Compliance shall be done within one month hereof and intimated to CGRF.

The grievance of the complainant will stand closed at this stage.

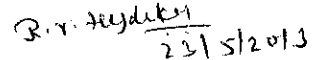
If Consumer is not satisfied with the decision of the Forum, he may make a representation to the Electricity Ombudsman in Schedule B form within sixty (60) days from the date of this order. Contact details of the Electricity Ombudsman appointed or designated by MERC under Regulation 10 is "Electricity Ombudsman, Maharashtra Electricity Regulatory Commission, 606-608, 6th Floor, Keshava Building, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051. Tel: 022-26592965/26590339/30680528.


23/5/13

(Vrushal N. Pimple)
Member


23/5/2013

(Bhalchandra A. Naik)
Member


23/5/2013

(R V Hegdekar)
Chairperson

To

1) Mr. Neelakantan Krishnan Aiyar &
Mrs. Vidya Neelakantan, 2403, Wing D,
Oberoi Splendor, J V Link Road,
Opp Majas Depot, Jogeshwari (E),
Mumbai 400060

2) Mr. M. Shenbagam,
Gen. Manager (DCS),
Tata Power Co. Ltd.,
Mumbai 400 019.

Copy to:

- 3) Mr. V. H. Wagle, Dy. Gen. Manager (Regulations), Tata Power Co Ltd., Mumbai
- 4) Mr. Gaurav Gautam, Nodal Officer, Tata Power Co. Ltd., Mumbai