

**RELIANCE INFRASTRUCTURE LTD.  
FORUM FOR REDRESSAL OF CONSUMER GRIEVANCES.**

(to be submitted along with schedule A)

Case No. 02/2009

1. Name of the Applicant: TAURAN PLASTIC PELLETIZING INDUSTRY  
(In block letters)
2. Contract Account/Application No.: 10 2686540
3. Division: SOUTH CENTRAL
4. Tariff Category (LT I, LT II.....): LTP-2 / LT-4
5. Nature of Complaint: EXCESS BILLING.  
(Excess Billing, Supplementary bills, Tariff change....)
6. Disputed amount: RS. 76630/-
7. No. & Date of First Complaint: 28/08/2007
8. Is the Amount charged U/s 126/135 of The Electricity Act, 2003. (i.e. for unauthorized use of Electricity or Theft of Electricity)  
- NOT applicable -
9. Date of registration of Complaint with Rinfra and with Name & Designation of the concerned Officer.  
28/08/2007, Reliance Energy, MISC; Anudheni
10. Name & Designation of the officer contacted & give details of the discussion and orders issued:  
Mr. Yadav. 27.08.07  
Mr. Rangole dt. 05/09/08
11. Action taken by Rinfra in mitigating the grievance and letter thereof:  
NIL
12. Date of intimation to Internal Grievance Redressal Cell of Rinfra: 30/JAN/09.
13. Date of acknowledgment given by Internal Grievance Redressal Cell of Rinfra: 30/JAN/09.
14. Name & Designation of Rinfra Internal Grievance Redressal cell officer:  
Ms Bharati Pol, Ms Suvarna Kale, Sh Rangole & Sh Yadav
15. Letter from Internal Grievance Redressal cell of Rinfra stating the action taken by Rinfra in respect of the grievance: dt. 30/03/2009
16. Any other feedback regarding Grievance Redressal Cell of Rinfra:  
NO

SCHEDULE A

Application to CGR forum for redressal of grievance

Date 30/04/2009

1. Name of the consumer TAURAM PLASTIC PELLETTIZING IMA  
2. Full address of the consumer 167, SANJAY BLDG 5B  
MAZITAL INDUSTRIAL ESTATE, ANDHERI (EAST) MUMBAI

Pin code 400059 Phone no. 26040556

Fax no. Email ID

3. Particulars of connection and consumer no. LTP-2 Consumer no. ZA1573448  
(Please state nature of connection)  
A/c no. 102686540

4. Distribution licensee RELIANCE ENERGY MIDC ANDHERI (E) MUMBAI

5. Details of the grievance, facts giving rise to the grievance 'EXCESS BILLING'  
(If space is not sufficient please enclose separate sheet)  
separate sheet - Attached as grievances/  
written submission.

6. Date of original intimation of grievance by the consumer to the distribution licensee  
(Internal Grievance Redressal Cell)  
By letter SCZ/IGR/04/2009 dated 30-03-2009

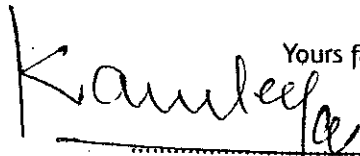
Remedy provided by the distribution licensee, if any NIL.  
(If remedy has been provided, please enclose relevant communication from the Distribution Licensee)

8. Nature of relief sought from the forum To direct Reliance Energy to  
(Please enclose any proof to support claim, if any)  
re-work out billing demands, delete Contract/fixed charges  
etc as they are not applicable

9. List of documents enclosed  
(Please enclose copies of any relevant documents which support the facts giving rise to the grievance)  
1) Elec. bills 2002 to 2006 (one copy for each year)  
2) copy of bill for 07 showing excess billing  
3) our letter dt. 28/07 to Reliance Energy 4) Final recovery notice dt. 31/12/07  
5) Final electricity bill from Reliance 6) letter from Reliance dt. 05/08 - final bill is payable  
7) minutes of meeting with Internal Grievances Redressal dt. 30/3/09  
8) Applicant letter dt. 30/4/09 about details of grievances facts giving rise to grievance

10. Declaration

- a. I/We, the consumer/s herein declare that:
  - i. The information furnished hereinabove is true and correct; and
  - ii I/We have not concealed or misrepresented any fact stated hereinabove and the documents submitted herewith.
- b. The present Grievance has been intimated to the Distribution Licensee in the form and manner and within the time frame prescribed by the Distribution Licensee and I/We am/are not satisfied by the remedy provided by the Distribution Licensee or no remedy was provided within a period of two (2) months from the date of original intimation.
- c. The subject matter of the present Grievance has never been submitted to the Forum by me or by any one of us or by any of the parties concerned with the subject matter to the best of my/our knowledge.
- d. The subject matter of my/our Grievance has not been settled through the Forum in any previous proceedings.
- e. The subject matter of my/our Grievance has not been decided by any competent authority/court/arbitrator, and is not pending before any such authority/court/arbitrator.



Yours faithfully,  
  
 \_\_\_\_\_  
 (Signature)  
 Kamlesh K. Melwani  
 Prop. Tauran Plastic Pelletizing Ind.  
 \_\_\_\_\_  
 (Consumer's name in block letters)

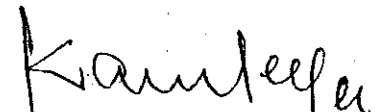
**Nomination**-(If the consumer wants to nominate his/her representative to appear and make submissions on his behalf before the Forum, the following declaration should be submitted.)

I/We the abovenamed consumer hereby nominate  
 Shri/Smt. TARUN K. MELWANI AND/OR VARUN K. MELWANI  
 who is not an Advocate and whose address is D-710, MANJU-MAHAL  
35, PALLI-HILL, BANDRA/WEST  
MUMBAI 400 050  
TEL. 26040556 / 9820365535

REPRESENTATIVE in the proceedings and confirm that any statement, acceptance or rejection made by him/her shall be binding on me/us. He/She has signed below in my presence.

ACCEPTED

1.   
 \_\_\_\_\_  
 (TARUN K. MELWANI)  
 2.   
 \_\_\_\_\_  
 (VARUN K. MELWANI)  
 \_\_\_\_\_  
 (Signature of Representative)

  
 \_\_\_\_\_  
 (Kamlesh Melwani)  
 \_\_\_\_\_  
 (Signature of Consumer)

From : Kamlesh K.Melwani  
Prop: M/S Tavran Plastic Pelletizing Industry  
167 / 5B , Mittal Estate, Marol Naka ,Mumbai

Address for Correspondance : D-710, Manju Mahal,  
35, Pali Hill, Bandra (W)  
Mumbai 400 050  
Tel 26040556

Date : 30 / April /2009

To,  
CGR forum for redressal of Grievance  
M I D C: Andheri (E), Mumbai

Dear Sir / Honourable Members

**Sub: Details of grievances / facts giving rise to the grievance**

1. I had approached BSES in 1985-86 for power for my SSI unit manufacturing PVC Compound. I fully apprised BSES that I need power only for 60 hours per month.  
BSES suggested that I should go for LTP-2 category under therein maximum power allowed was 50 BHP & minimum charges, including everything ,would be Rs.2/- per BHP only ( Whether power is consumed or not).  
It suited my budget accordingly appropriate machines were ordered & installed with connected load less than 50 BHP
2. I consumed BSES power from 1987 to 2001, my consumer no. was ZA 1573448, running my machines for about 60 hours per month & the same is evident from consumption of power as recorded in electricity bills.
3. In year 2002 I closed down my factory, subsequently sold my entire machinery & raw material. My connected load became only for lights & fans ( About 0.5 KW only)

4. My power consumption from year 2002 onwards was ZERO.
5. From Year 2002 to 2006 I was paying minimum charges Rs.100/- per month, which gradually rose to about Rs.150/- per month. During this period I was serving on ships on high seas & hence most of times I paid consolidated charges for 6-8 months in advance which were accepted by BSES & also by Reliance Energy.
6. I returned from abroad on 24-08-07 & was shocked to find Invoice No. 100211212805 for Rs.1,36,440/-
7. I complained to Reliance Energy vide my letter dt.28.08.07 regarding excess billing. Reliance officer at counter no.4, after verifying from computer , admitted mistake.
8. Reliance Energy sent final notice dt.31.12.2007 for recovery of Rs.76630/- as outstanding dues.
9. Vide my letter dt.10/Mar/08, I demanded how figure of Rs.76630 was arrived.
- 10 Reliance Energy gave by hand delivery Final Electricity bill On 26.08.08 for Rs. 76836.45, which included contract demand .
- 11.Vide my letter dt.28.04.2008, I requested to delete/waive/ write off demands.
- 12 I received letter from Reliance Energy dt. 05.09.08 that final bill of Rs. 76,630 is payable & my account was billed with maximum demand / fixed charges from Oct 2006 to Feb 2007 although fixed charges are not mentioned in revised tariff dt. 03/Oct/2006
13. I appealed to Internal Grievance Redressal Cell on 30.01.09
14. During the course of meeting with IGR, we were offered 50% discount in final bill payable, which was rejected by us.
- 15 .Internal Grievance Redressal (IGR) , vide their letter dt. 30-03-2009, confirmed the amount is payable.

IGR vide their letter dt.30-03-2009 admitted that no intimation was given to us about change in tariff rates , they have also not disputed that no consent was obtained from us for continuation of power supply after hefty, very very hefty change in tariff rates/ change in terms of tariff/ change in category of tariff.

I was just paying Rs.150/- per month for so many years& all of sudden tariff rates were changed to Rs10000/- ( Rs. Ten Thousand per month) without my knowledge/ without my consent.

IGR also error in concluding that no intimation was given by us about no activity. Our consumption from Year 2002 onwards was ZERO & the same is on the records of Reliance Energy. For more than 5 years my power consumption is Zero, you will agree that there can not be any activity in industrial Gala in darkness.

It is not understood why Reliance Energy has to keep supplying power for 3-4 month after hefty increase in tariff rates to industry which is not using power for 5 years & subsequently cut is power & remove meter, without our knowledge, for non paying of dues. Instead of they should have waited for my consent before continuation of power under new tariff . You will agree Industry, which is closed for 5 solid years, need time to re-start.

Reliance Energy also did not take any effort to locate my residential address through society office & changes in tariff rates never reached to me through your conventional ways of information & publicity as I was serving on Ships in high seas.

We refer here under TARIFF PHILOSOPHY dt.03/Oct/06  
*Monthly billing demand will be higher of the followings*

- a) *Actual Maximum Demand recorded during 0600 hrs to 2000hrs*
- b) *75% of the highest billing demand/Contract demand which is Lower.*
- c) *50% of contract demand*

As per Regulations, the contract demand means a demand in KW or KVA, mutually agreed between the distribution licensee & the consumer as entered in to the agreement or agreed through other written communication.

There is no "Mutually Agreed" contract demand between us & Reliance Energy as is required under the Regulations. Therefore, contract demand is not applicable to us; there is no question of billing on the contract demand. Therefore, billing demand has to be based on actual demand recorded during the month or 75% of highest demand during the preceding 11 months, which is more.

Reliance Energy can not hold the view that sanctioned load is equal to contract demand.

Under consumer category LT-4 fixed / demand charges became applicable only after tariff was revised again w.e.f April 2007 & the same is not applicable to us as this case relates to the period Oct-2006 to Feb-2007

(Pls refer Omb\_ord\_45\_of\_2008 dt.15/09/08 Teleflo Insturment Co.Pvt.Ltd V/S Reliance Energy Ltd.)

16. We had obtained power from BSES in 1987 under LTP-2 category under there in, there were no demand / contract charges. We were paying charges from to time to time, as & when rate of tariff changed without any grievances as rise in tariff ,every year, was marginal / affordable

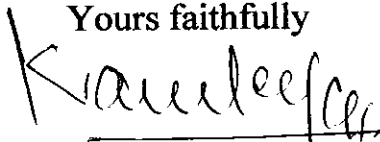
We were suddenly placed in 2006 under new consumer category LT-4 & we were ordered to Pay about Rs.10000/- per month (Rs. Ten Thousand) when, previously, we were paying only Rs. 150/- per month. It is not the rate of tariff changed but our consumer category was changed from LTP-2 to LT-4 without our consent in writing. Both LTP-2 & LT-4 categories are not the same. By merely publishing in news papers or on the internet about change in tariff , is only information (that also never reached to us ) & not consent from consumer. We never asked Reliance Energy to put us in new consumer category LT-4

17. We enclose copies of Elect.Bills from Year 2002 onwards ( One Bill for each year-other copies can be produced by us on demand by Forum)) to prove that our consumption was Nil since 2002. Due to Nil consumption for several years , Tariff category for our industry was changed from LTP 2 to LTP 1 from July 2005 & same is evident from copies of Bills attached. Reliance Industry can not charge us under LTP2 when we are placed by them in LTP1

We request honorable Forum to direct The Reliance Energy to carefully re -work out the billing demands & delete /waive/write off such hefty minimum charges/demand charges/contract charges/penalties / interest on delayed payments & Reliance Energy should place meter for lights & fans & provide cable from fuse terminals to breaker in meter room, which they had removed & taken away while disconnecting our supply, to bring some light in my Gala.

Thanking You,

Yours faithfully



( Kamlesh K.Melwani)

Prop: Tavran Plastic palletizing Industry.

Address for Correspondence:

Kamlesh K.Melwani

Prop:Tavran Plastic Pelletizing Ind.

D-710, Manju Mahal,

35, Pali Hill, Bandra(W),Mumbai 50