

		Date	Month	Year
1	Date of Receipt	28	04	2025
2	Date of Registration	05	05	2025
3	Decided on	30	06	2025
4	Duration of proceeding	56 days		
5	Delay, if any.	—		

**BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM**  
**B.E.S. & T. UNDERTAKING**

(Constituted under section 42(5) of the Electricity Act 2003)

Ground Floor, Multistoried Annex Building,  
BEST's Colaba Depot  
Colaba, Mumbai - 400 001  
Telephone No. 22799528

**Grievance No. A-515-2025 dtd. 05/05/2025**

Mr. Abdul Dayyan Abdul Rehman Shaikh .....Complainant

V/S

B.E.S.&T. Undertaking .....Respondent no. 1

Present Coram : Hon'ble Chairman (CGRF) : Mr. M.S. Gupta

Hon'ble Independent Member : Mrs. A. A. Acharekar

Hon'ble Technical Member : Mr. J.W. Chavan


On behalf of the Complainant : Mr. Abdul Dayyan Abdul Rehman Shaikh

On behalf of the Respondent : BES&T Undertaking

1. Mr. J.L. Pawar, Divisional Engineer Customer Care, 'GN' Ward
2. Mr. Nitil Thale, Superintendent Customer Care, 'GN' Ward
3. Mr. Ratnakar Kamble, Superintendent Customer Care, 'GN' Ward
4. Mrs. Kavita Popere, Administrative Officer, Customer Care, 'GN' Ward
5. Mr. Tufail Ahmed, Sub Engineer Customer Care, 'GN' Ward

Date of Hearing : 18/06/2025

Date of Order : 30/06/2025

  
(Mr. Mahesh S. Gupta)

**Chairman  
CGRF BEST**

  
(Mrs. Anagha A. Acharekar)  
**Independent Member  
CGRF BEST**

  
(Mr. Jitendra W. Chavan)  
**Technical Member  
CGRF BEST**



### Judgment

1.0 The Complainant is the registered Consumer under Account No. 764-377-043 with electricity Meter No. 3255272 installed at Godown No. 150, Seth Wadi, Murgan Chawl, 60 ft. Road, Dharavi, Mumbai - 400 017 (hereinafter referred to as "the said premises"). The instant grievance pertains to a recovery of ₹3,27,070/- imposed prior to issuance of a fresh electricity meter, which was allegedly demanded in lieu of outstanding dues pertaining to Account No. 764-377-071 (Meter No. E857614), earlier standing in the name of one Mr. Ziyauulla Lochan, the previous owner of the said premises. The Complainant submitted a duly executed Sale Deed and Affidavit dated 14/06/2000, evidencing the transfer of the said premises in favour of his father, Mr. Abdul Rehman Shaukat Ali, from the said Mr. Ziyauulla Lochan.

2.0 The Complainant submitted that on 26/12/2004, Meter Cabin No. 764-377 caught fire, resulting in complete destruction of the said premises. During the subsequent period, the Complainant's family was undergoing medical hardships, due to which nominal dues remained unpaid. On 25/01/2007, Mr. Ziyauulla Lochan addressed a request to the Respondent for reinstallation of the electric meter in the renovated cabin. However, the Complainant subsequently received an inflated bill of ₹25,072.84 in April'2007. Following sustained representations, the Respondent, vide communication dated 03/06/2008, directed the Complainant to submit an FIR under Clause 14.2.1 of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005. Owing to conflicting statements from the Complainant (that the meter was lost in the fire) and the Respondent (that it had been stolen), the FIR was eventually lodged on 20/02/2009 upon clarification vide Respondent's letter dated 30/09/2008 and their subsequent communication to the Police Station dated 16/08/2009 under Section 154 of the Code of Criminal Procedure.

2.1 Despite submission of the FIR, no action was initiated by the Respondent for reinstallation. The Complainant's father passed away on 12/04/2017, and an accumulated bill amounting to ₹6,32,041.78 was received in January 2023. The Complainant sought a waiver of delayed payment charges and interest vide application dated 12/07/2023. However, the Respondent, by letter dated 13/09/2023, demanded full payment of the arrears.

2.2 The Complainant approached various senior officers of the Respondent but received no substantive response. Subsequently, vide letters dated 07/08/2024 and 25/09/2024, the Complainant was offered a waiver of ₹3,04,110.94 under the Amnesty Scheme. Accordingly, the Complainant paid ₹3,27,070/- on 16/10/2024 and a new meter no. 3255272 was installed under new A/c No. 764-377-043 on 25/10/2024.



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2.3 The Complainant submits that the payment was made under duress, owing to lack of alternative remedy despite over sixteen years of persistent follow-ups. The Complainant now seeks a refund of the amount paid under the said Amnesty Scheme.

3.0 The Respondent confirmed the fire incident in Meter cabin no. 764-377 during 2004 and stated that all meters were removed and reinstalled post-renovation. The Complainant, however, did not approach until 25/01/2007, claiming non-reinstallation of Meter No. E857614.

3.1 The Respondent alleges that disputed meter no. E857614 was located in the same meter cabin during inspection for a high bill complaint of another Consumer (A/c No. 764-377-069) Mr. Mohd. Ashraf Qureshi, who was using the said meter. However, following his complaint, a new meter was installed for him on 30/10/2007 and the disputed meter was no longer traceable thereafter.

3.2 While acknowledging the FIR dated 20/09/2009, the Respondent stated that there were no records of reinstallation pursuant to the FIR. An inspection on 12/09/2014 revealed use of the disputed meter in another Meter Cabin No. 764-373 away from the said premises. As per system records, readings were added to Account No. 764-377-071, accumulating dues of ₹1,05,583.71 by December'2014 with addition of Delay payment charges & interest on arrears. The meter was subsequently removed on 14/07/2016 due to non payment. On 13/09/2023 Complainant submitted request for waiver but it was rejected and he was instructed to make payment of full arrears of Rs. 6,31,041.78.


3.3 The Respondent further stated that the said premises was found locked during inspection on 26/10/2023 & 01/11/2023 after the disconnection of meter. The Respondent asserts that waiver benefits were extended under the Amnesty Scheme 2024 vide letter dated 07/08/2024 & 25/09/2024 and a new meter no. 3255272 under new A/c no. 764-377-043 was installed following the Complainant's payment of ₹3,27,070/-.

3.4 The Respondent has reiterated that only energy charges till 14/07/2016 were charged to the Complainant and remaining dues including delayed payment and interest were waived. Hence, they have prayed for dismissal of the complaint.

4.0 From rival submissions of the parties following points arise for our determination with findings thereon for the reasons to follow :

Sr. No.	Points for determination	Findings
1	Whether the total arrears of Rs. 3,27,070/- claimed by the Respondent against A/c no. 764-377-071 from the complainant are valid ?	Yes, to the extent it is directed in the final order.
2	What order ?	As per final order.



  
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### REASONS

5.0 We have heard the arguments advanced by both parties and their representatives and have carefully perused the documents submitted in this matter.

5.1 The Complainant, Mr. Abdul Dayyan, during the course of submissions amongst other grounds, stated that following a major fire incident in 2004, the entire premises including the Godown was completely incinerated. At the material time, the Complainant was a minor undergoing lung surgery, and his mother was under medical treatment for cancer. The business conducted at the said premises was discontinued due to destruction of the Godown. Due to such exceptional personal and medical circumstances, no attention was paid to electricity bill payments between 2004 and 2007.

5.2 On 25/01/2007, the Complainant submitted a written request to the Respondent for reinstallation of the electricity meter. He further averred that the electricity bills, initially in the range of approximately ₹1,000—suddenly escalated to around ₹30,000 during 2007. The bill for February 2007 amounted to ₹1,198, payable by 05/04/2007. However, as per the ledger authenticated by the Respondent's office on 05/12/2023, an abrupt increase of ₹25,072.84 was recorded against Account No. 764-377-071 on 01/04/2007, corresponding to Meter No. E857614.

5.3 The Complainant contends that upon physical inspection, his aforesaid meter was found connected to another consumer, Mr. Mohd. Ashraf Qureshi. The Respondent has admitted this fact in its reply and stated that during investigation into a high-bill complaint filed by Mr. Qureshi, Meter No. E857614 was found operational in the same meter cabin under his name. The Respondent, however, failed to produce any inspection report or documentary evidence substantiating the claim or actions taken. It was only stated that a new meter was provided to Mr. Qureshi on 30/10/2007. By then, the disputed meter was reportedly missing from the cabin. The ledger reflects that 5,780 units were charged to Account No. 764-377-071 between April and September 2007.


5.4 Two written complaints submitted by the Complainant in November 2007 regarding unauthorized billing were not responded to. From October 2007 to August 2013, zero unit consumption was recorded. However, the bill amount rose to ₹85,454.71 due to delayed payment charges and interest. Evidently, consumption by Mr. Qureshi through the disputed meter was billed to the Complainant, and no penal action for unauthorized usage or energy theft was initiated against Mr. Qureshi, despite the new meter being sanctioned in his favour.

5.5 The Respondent's reliance solely on their internal communication dated 30/09/2008 addressed to the Senior Police Inspector, Shahu Nagar Police Station, cannot substitute for documentary compliance. The said letter was ostensibly issued



  
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to clarify the discrepancy between the Complainant's assertion of a burnt meter and the Respondent's instruction to lodge a police complaint regarding Meter No. E857614.

5.6 This letter admitted that meters affected during the fire on 26/12/2004 were reinstalled, but it also indicated that the disputed meter was severely corroded, lacking legible identification, and that its number had to be ascertained through the manufacturer's identification. It was further admitted that this meter was never returned to the Respondent's custody and was presumed lost or stolen. Based on the Respondent's instruction, the Complainant lodged a FIR accordingly.

5.7 Notably, in the same communication, the Respondent acknowledged that Meter No. E857614 was later detected in unauthorized use by Mr. Qureshi, whose own meter was found deposited at the Respondent's office. Thereafter, the disputed meter mysteriously disappeared from the meter cabin once more. These conflicting assertions severely undermine the Respondent's record keeping and raise questions about accuracy of billing derived from an untraceable, corroded device.

5.8 The following table summarizes key incidents and statutory obligations unmet by the Respondent:

Sr. No.	Description of Incidents	Required Actions
1.	Post-fire meter reconnection and billing from 2004 to 2007	Clause 16.4.1 of MERC (Supply Code) Regulations, 2021 and Section 56(2) of Electricity Act, 2003
2.	Non-reconnection and custody of meter in Respondent's office	Investigation and verification of meter reinstatement record
3.	Unauthorized use of meter by Mr. Qureshi	Sections 126 & 135 of Electricity Act, including tariff reassessment under clause 14 of MERC (Supply Code) Regulations, 2021
4.	Meter corroded and number illegible	Clause 15.3 & 15.5.1 of MERC (Supply Code) Regulations, 2021
5.	Meter disappearance on 30/10/2007	Investigation through Vigilance Department
6.	Meter found in Cabin No. 764-373 on 12/09/2014	Reconnection and Vigilance action
7.	Idle meter retention for over two years	MERC Clause 16.4.1 of MERC (Supply Code) Regulations, 2021 and Section 56, Electricity Act, 2003 (require removal within 3 months)



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5.9 Ipso facto, the Respondent did not reinstate the disputed meter in favour of the Complainant, even though it was located on two occasions, as per their own submission. Yet, they continued to bill the Complainant under Account No. 764-377-071, eventually raising demand totaling to ₹6,31,041.78 up to its removal in 2016. Only upon payment of ₹3,27,070 under Amnesty Scheme 2024, the Respondent installed a new meter (No. 3255272). The Complainant has contended that this payment was made under compulsion and has approached this Forum seeking a refund.

5.10 The Respondent has asserted that as per prevailing practices, records older than five years are not retained. This defense, however, does not absolve them of responsibility in a long-standing dispute where initial complaints were raised in 2007 and remained unresolved. Allegations of irregular usage of meters and improper reinstallation remain unproven due to lack of evidence and destruction of records. The Respondent states that only energy charges were recovered from the Complainant post-waiver of interest and penalty under the Amnesty Scheme 2024.

6.0 Limitation under Law for Recovery of Dues, as per Clause 16.9.2 of the MERC (Electricity Supply Code & Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021:

"No sum due from any Consumer shall be recoverable after the period of two (2) years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied, as per Section 56(2) of the Act, except for permanently disconnected Consumers."

Section 56(2) of the Electricity Act, 2003 further provides:

"Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of electricity."

7.0 Upon perusal of the submissions and records adduced, it is evident that the Complainant did not effect any payment toward electricity charges from the date of the fire incident, i.e., 26.12.2004. Despite non-payment and physical non-availability of a functioning meter, the Respondent failed to disconnect the supply or regularize the account in accordance with applicable statutory provisions, thereby permitting continuance of anomalies in metering and billing. The actions and omissions attributable to the Respondent, including but not limited to, negligent conduct, deficient representation before this Forum, lack of proactive investigation, and sustained non-compliance with statutory and regulatory directives, are found to be highly irregular and prejudicial. Such conduct, resulting in extended hardship to the Complainant, cannot be condoned.

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7.1 Accordingly, specific reference is hereby made to **Clause 24.2 of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees Including Power Quality) Regulations, 2021**, which prescribes the duty of the Distribution Licensee to **ensure adherence to minimum performance standards**, failing which the Licensee shall be liable to **compensate the consumer** in accordance with the regulations.

7.2 This Forum, therefore, places the Respondent on notice regarding potential liability for compensation under the aforementioned provision for failure to achieve and maintain the prescribed performance benchmarks.

7.3 Worth name to note that the Complainant has not produced any document showing that he has paid all the electricity consumption charges till the date of fire incident. Eventually, while assessing the rival contentions of both the parties, it is crucial to give equitable consideration to both of them regardless of their actual claim. Hence, notwithstanding any other claims or defenses, the Complainant shall remain liable for all outstanding charges accrued up to the date of the fire incident, as determined by the consumption recorded on Meter No. E857614. As such, within fifteen days of receipt of this order, the Respondent shall workout the same and deduct the said amount from the amount already paid by the complainant and refund the remaining to complainant within two months therefrom.


8.0 In this view of the matter the point no. (1) is answered accordingly and we pass following order as answer to point no.2.


#### ORDER

1. The Grievance No. A-515-2025 dtd. 05/05/2025 is partly allowed.
2. The Respondent is directed to refund the entire sum of ₹3,27,070/- (Rupees Three Lakhs Twenty-Seven Thousand Seventy only), being the arrears paid by the Complainant after deducting the electricity consumption charges as has been observed by us in the aforesaid paragraph no. 7.3. A report of compliance shall be submitted before the Forum within the aforesaid period. The Complainant is at liberty to approach this Forum again in case compliance is not asserted by the Respondent within time mentioned as above.
3. Copies of this order be given to all the concerned parties.



  
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