

Complainant has submitted in brief as under :

1. Mrs. Farida Bai Abdul Karim states that she had purchased shop No.1 at Ground Floor, Uttam Terrace, 132, Zakaria Masjid Street, Mumbai-400 009, from Mr. Asif Jagirdar.
2. The complainant further states that in the month of March 2010, she visited Respondent's Customer Care 'B' ward office for name transfer in electric bill, it was informed to her that she have to pay sum of Rs.1,32,458.71 before making application for change of name.
3. The complainant states that on 15th March 2010 she submitted her complaint under Annexure 'C', thereafter she received a formal reply from Respondent's Customer Care 'B' ward informing that her complaint is under consideration of the management.
4. Not satisfied with the reply of respondent's IGR Cell, complainant approached to CGR Forum in schedule 'A' format on 11-5-2011.
5. The complainant states that she received letter on 21-10-2010 and 9-12-2010 informing about revised claim amount of Rs.52,746.34 and requested her to pay within 15 days or else the said amount will be debited in her regular bills. The complainant states that due to above circumstances she had approached the Forum.
6. The complainant requested Hon'ble Forum to instruct Respondent to transfer electric bill on her name and she is ready to pay fresh Security deposit as per Respondent's requirement and also not to hold her responsible for ten year's old claim bill which she had never used & to waive claim amount and transfer bill on her name.

Respondent BEST Undertaking in its written statement
in brief submitted as under :

7. Respondent states that complainant Mrs. Farida Bai Abdul Karim approached Respondent's Customer Care 'B' ward to transfer the name of bill of A/c no 408-019-043*2, meter no. B011031, Installation No.110063 at Shop No.1, Grd floor, Uttam Terrace, 132, Zakaria Masjid Street, Mumbai - 400 009, which is in the name of Mr. Asif Jagirdar.
8. As per respondent this is an amended case. The old meter no.C999593 which was installed for shop premises on 13-8-1999 was recording regular consumption. This meter was replaced on 1-1-2007 for higher capacity on the request of old consumer. The new meter started recording more than average consumption. Presuming old meter was defective an amendment claim of Rs.1,37,458.71 was preferred to the consumer for the period from 13-8-1999 to 1-1-2002 on new meter average consumption of '784' units per

month on 31-10-2002. Since then the claim is being printed continuously on electricity bill of the consumer.

9. Respondent further states that complainant filed complaint in 'C' form on 15-3-2011 stating that she had purchased the shop premises in the year 2009 and approached respondent's Customer Care 'B' ward to transfer the bill in her name. Complainant has been told an extra claim of Rs.1,37,458.71 which is unpaid. Complainant further states to waive the claim and transfer the bill in her name.
10. As per Respondent vide their letter dtd. 3-5-2010 Respondent had informed the complainant that they will review the claim and inform her revised claim amount in due course. Vide their letter dtd. 9-12-2010 complainant was informed that the revised claim amount Rs.52,746.34 is payable by the complainant. Vide complainant letter dtd. 28-1-2011 complainant disagreed to pay the revised amount and requested to re-revise the claim of Rs.52,746.34. Respondent further states that since the claim was once revised then same could not be re-revised as per prevailing practice and therefore complainant approached the Hon'ble CGRF.
11. As per Respondent the complainant had purchased the said shop in the year 2009 but complainant has failed to enquire with the Respondent about the arrears if any, also complainant has over looked the claim printed on the bill which is being printed on the electricity bill continuously since 2002.
12. Respondent further states they are ready to transfer the electricity bill in complainant name provided the revised claim is to be paid by the complainant.

REASONS :

13. We have heard the representative Mr. Asif M. Khan for the complainant and representatives Shri. R.R. Patil, Shri. P.G. Hire, Shri. M.K. Kadam, Mr. M. D'Souza & Shri. S.N. Gaikwad for the respondent BEST Undertaking at length on 15-06-2011. Perused documents placed on file before this Forum.
14. On this occasion we have come across a classic case blatantly manifest, how on some occasion the official of the distribution licensee like the Respondent, takes a recourse to a totally evasive, untenable and unsustainable action, giving a Nelson's eye to the concerned provision of law and the regulation.
15. The complainant has been complaining not to raise an electric charges against her of Rs.52,746.34 in respect of electricity consumed by the erstwhile occupant of the premises and requested to change the name as envisaged under Regulation 10 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005.

16. In this connexion a bare perusal of a written say submitted by the Respondent BEST Undertaking, manifest that the shop premises presently occupied by the complainant, was having an old meter no. C999593 and the same was replaced on 01-01-2002 for higher capacity on the request made by the erstwhile consumer. The new meter allegedly started recording more than average consumption. On noticing the same, the Respondent BEST Undertaking, proceeded to presume the old meter being defective and therefore proceeded to claim initially Rs.1,37,458.71 for a period from 13-08-1999 to 01-01-2002, on the basis of the new meter's average consumption was of 784 units per month on 31-10-2009.
17. We further observe that the said shop premises was later on occupied by the complainant on 15th March 2010, against whom the Respondent BEST Undertaking was claiming an electricity charges in arrears initially of Rs.1,37,458.71. Obviously, therefore the complainant filed a complaint in 'C' Form and approached the Customer Care 'B' ward to transfer the bill in her name. Thereafter considering the representation made by the complainant, the Respondent BEST Undertaking revised its electricity charges claim of Rs.1,37,458.71 and same was reduced to Rs.52,746.34 to be paid by the complainant. The complainant also resisted the said revised claim, she being not liable to pay the same.
18. It is crystal clear from the written say submitted before this Forum by the Respondent BEST Undertaking that it proceeded to hold the old meter No. C999593 being defective merely on presumption and proceeded to claim arrears to the tune of Rs.1,37,458.71, for a period from 13-08-1999 to 01-01-2002. Obviously therefore the old meter no. C999593 was neither tested at the site nor at its laboratory, in accordance to the laid down procedure in vogue to find out whether meter has been defective or not and to what extend.
19. We therefore observe that in utter breach of regular procedure for finding out whether meter has been defective or not, the Respondent has taken a recourse to its surmises & conjecture for holding the same being defective. Needless, to note that even a lay man would not ascribe even an iota of merit to such evasive and absurd action taken by the Respondent.
20. It is further significant to observe that as provided u/s 26(6) of the Indian Electricity Act, 1910 it was for the Respondent BEST Undertaking to make an application to the Electrical Inspector as it was its allegation the old meter no. C999593 being defective. In this context we may refer to law laid down by the Hon'ble Supreme Court in a case of BEST Undertaking (Present Respondent) V/s. Laffan's (India) Pvt. Ltd. This Judgement has been delivered by Hon'ble Supreme Court on 20th April, 2005. Manifestly therefore despite the law position was known to the Respondent BEST Undertaking no attempt has been made at the relevant time to make an application to the Electrical Inspector as envisaged u/s 26(6) of Indian Electrical Act, 1910. However, surprisingly in utter a breach of the

concerned provision of law the Respondent proceeded to presume the old meter being defective and proceeded to compute the arrears of electricity charges initially of Rs.1,37,458.71 which was subsequently revised to Rs.52,746.34 and started claiming the entire arrears from the complainant when she approached for change of name in the month of March, 2010. We observe at this juncture that no explanation has been submitted by the Respondent BEST Undertaking as to why the old meter No. C999593, could not be checked to find out any defect developed in the same.

21. As observed above the complainant has approached Respondent BEST Undertaking in the March 2010 for submitting an application for affecting the change of name in the electric bill in respect of meter installed in her premises. In this context regulation 10 of the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 provides, an elaborate procedure to affect such change in the electricity bill. There is a proviso under regulation 10.5 inter alia provides that except in the case of transfer of connection to a legal heir, the liability transferred under this regulation 10.5, shall be restricted to a maximum period of 6 months of the unpaid charges, for electricity supplied to such premises.
22. We thus observe that even under regulation 10.5 the liability to pay the unpaid charges of electricity has been restricted to 6 months. We thus observe that basically the liability to pay the arrears of Rs.52,746.34 has been totally unsustainable and unlawful. Therefore in fact no question arises for paying any unpaid charges of electricity while affecting the change of name in the electricity bill, as envisaged under regulation 10 of the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005.
23. We thus find that without taking into consideration any provisions of law or any office procedure for finding out and declaring a meter being defective, in the present case the officials of the Respondent BEST Undertaking has proceeded to compute the electricity charges in arrears, by taking a recourse to its whims and caprices. We therefore hold that the officials of the Respondent BEST Undertaking in most unscrupulous manner proceeded to harass the complainant in asking her to pay the arrears amount of Rs.52,746.34 which she was not at all liable to pay. We failed to understand as to why no attempt has been made by the officials of the Respondent BEST Undertaking to recover the so called electrical charges on account of alleged defective meter from the erstwhile consumer, instead proceeded to make the complainant a scapegoat for the same.
24. In the aforesaid observations and discussions we find the complaint being liable to be allowed and accordingly we do so.

ORDER :

1. The complaint No. S-B-119-11 dt . 11-5-2011 stands allowed.
2. The Respondent BEST Undertaking has been restrained from claiming any arrears of electricity charges from the complainant for a period from 13-08-1999 to 01-01-2002.
3. The Respondent BEST Undertaking has been directed to entertain an application submitted by the complainant for affecting change of name with due compliances to the Regulation and report compliances to this Forum within a fortnight therefrom.
4. Copies be given to both the parties.

(Shri S P Goswami)
Member

(Shri R U Ingule)
Chairman