

		Date	Month	Year
1	Date of Receipt	16	09	2025
2	Date of Registration	17	09	2025
3	Decided on	04	11	2025
4	Duration of proceeding	48 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.GN-527-2025 dtd. 28/10/2025

Mr. Farooq Iqbal ChunawalaComplainant
V/S
B.E.S.&T. UndertakingRespondent 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. Nasir Ibrahim Shaikh

On behalf of the Respondent No.1 : BES&T Undertaking

1. Mr.J.L. Pawar, DECCGN, Customer Care 'GN' Ward
2. Mr. Ratnakar Kamble, SCCGN, Customer Care 'GN' Ward
3. Mr. A.B. Shinde, SCCGN
4. Mr. Tufail Ahmed Fareed Ahmed Shaikh, Sub. Engr. (P)
5. Mrs. Kavita Popere, AAMCC(GN)
6. Mr. S.S. Malche, AAMCC(GN)
7. Mr. Suhas Tambe, AAOCC(GN)

Date of Hearing : 28/10/2025

Date of Order : 04/11/2025



Judgment

- 1.0 The instant grievance is in respect of wrong billing & disconnection of electricity connection due to non-payment of arrears by the Complainant having A/c. No. 764-313-005 and Meter No. 0654664, installed at 257/A, Ground Floor, Haji Abdul Karim Chawl, Chamda Bazar, Dharavi Main Road, Dharavi, Mumbai - 400017 (herein after mentioned as 'the said premises').
- 1.1 The Complainant has obtained an Order dated 17.04.2008 from the Hon'ble High Court vide Writ Petition No. 631 of 2008 against BEST Undertaking, wherein the case was dismissed but the Hon'ble High Court has directed to file an appropriate appeal to the concern authority, who shall decide the same in accordance with law expeditiously.
- 2.0 The Complainant submitted that Electric Meter No. 0654664 (Consumer No.764-313-005) was installed on 19-12-1960 in the name of Late Iqbal Ebrahim Chunawala (father) at the said premises, which got stolen in the year 1999 during maintenance of meter cabin and a complaint was registered in CCGN Ward office of the Respondent vide letter dated 18-10-1999. A new meter No. A054044 was installed, but a wrong billing complaint was registered against the same on 06.08.2005. Hence, an adjustment of Rs.30,565/- was made by the Respondent in the total bill amount of Rs. 45,154/- of December 2005 and he was asked to pay Rs. 14,587/- in two installments, which he paid in February & April 2006. However, since the bill was charged regularly without correction, the Complainant was allowed to pay current month bill amount from the next month, which he paid till Feb 2007. Again in the year 2007, an erroneous reading of 3000 units was charged on the above said Meter No. A054044, hence the defective meter was replaced by new Meter No. F065196 on 02-11-2007. In spite of rigorous follow up made by the Complainant, since 2005 no reply was received from the Ward office of the Respondent, but the above meter connection to the Complainant was removed on 14.06.2010, due to non-payment (with an outstanding of Rs. 1,68,799.11/-).
- 2.1 After the death of his father on 13.04.2020, the Complainant again followed up the matter with the Respondent. A letter dated 08.11.2024 was sent to him by the Respondent to avail benefit of 'Amnesty Scheme' 2024. However, though he approached the Ward office of the Respondent on several occasions to settle the matter by making minimum payment under the Amnesty Scheme, no satisfactory resolution was proposed by the Respondent, as he was asked to make a payment of atleast Rs. 2,06,000/- to resolve the matter. The Complainant prays to resolve wrong billing issue and re-install new electric meter to the said premises.
- 3.0 The Respondent submitted that an Electric Meter having No. 0654664 was installed on 19-12-1960 in the name of Iqbal Ebrahim Chunawala for Consumer No.764-313-005 at the said premises. As per available data on ledger, the Consumer is not paying electricity bill since January 2000. In the month of October 2005, total bill amount was Rs. 45,153.38. The defective Electric Meter No. A054044 was replaced by new Electric Meter No. F065196 on 02.11.2007. Thereafter, an Interest on Arrears adjustment of Rs.41,504.62 /- in September 2008 & DPC adjustment Rs. 18,201/- in November 2009 were given to the Consumer, with balance outstanding of Rs. 1,44,178/-. On 14-06-2010, the new Electric Meter No. F065196 was removed due to non-payment with an outstanding of Rs. 1,68,799.11. The Consumer A/c was closed permanently on 08-02-



2020 with arrears final bill amount of Rs.3,57,139.70/- (Including DPC of Rs. 44.14/- & IOA of Rs. 1,52,692.72/-).

- 3.1 The Respondent has informed the Complainant to avail the benefit of Amnesty Scheme-2024 vide letter dated 08-11-2024. However, Complainant did not avail benefits of said Amnesty Scheme-2024 due to reasons known to him. The Respondent has further pointed out that as per sub regulation 7.8 of the MERC (CGRF & EO) Regulations 2020, the Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen.
- 3.2 Therefore, the Respondent has prayed that Complainant has not raised said grievance in legitimate time frame before the Hon'ble CGRF (BEST) and present CGRF Case is required to be dismissed.
- 4.0 From the rival submission of the parties following points arise for our determination with finding thereon for the reasons to follow :

Sr. No.	Points for determination	Findings
1	Is Complainant entitled for electric supply with meter reconnection from the Respondent?	Affirmative
2	What Order ?	As per final Order

REASONS

- 5.0 The original Consumer Late Iqbal Ebrahim Chunawala held Consumer No.764-313-005, Meter No. 0654664 installed on 19.12.1960. In October 1999, the meter was allegedly stolen during cabinet repairs. A Police complaint was filed on 13.10.1999 and the Respondent was informed on 18.10.1999. Despite the theft, the Consumer continued to pay electricity bills. In December 2005, the Complainant claims that the Respondent has reduced Rs.30,565/- from the disputed DP charges of Rs. 45,154/-. The balance of Rs. 14,753/- was paid in two installments Rs. 7,000/- on 13.02.2006 and Rs. 7,753/- on 12.04.2006. However, the Respondent has submitted that they have not reduced Rs.30,565/- from the existing arrears, but only allowed the Complainant to pay part payment of Rs.14,589/-. From the exhibit 'H' of the rejoinder of the Complainant, it is observed that the Respondent has marked deduction of Rs. 30,565/- subject to Audit, however the said amount was continued in arrears of the next bill. The Complainant further asserts that despite full payment, harassment continued, including unexplained high readings (upto 3000 units) in May 2007, which were later declared accurate after meter testing. From the submission of the Respondent, it is observed that actually additional unexplained 6093 units were shown in the bill of May 2007 of the Consumer in place of average unit consumption of 250 to 450 units. During the hearing the Respondent clarified that credit of Rs. 41,504.62 & Rs.18,200.68 on September 2008 & November, 2009 respectively have been given to the Consumer A/c No. 764-313-005,



due to the unexplained high reading in May 2007. The meter was removed by the Respondent on 11.02.2011 and since then the premises has remained without electricity.

- 5.1 A letter dated 23.08.2024 was submitted to the Respondent with all references but no reply was received. Upon learning of the Amnesty Scheme (October 2024), the Complainant approached Respondent and was informed by officials (Mr. Tufail & Mr. Suhas Tambe) that Rs. 2,06,000/- would be payable under the scheme, with no scope for further reduction.
- 5.2 The Complainant disputes the arrear amount stating that the dues at the time of meter removal were significantly lower. On 20.02.2025, the Complainant had approached CGRF seeking redressal and reinstallation of the meter. However, though assurance was given by the Respondent, the matter was not resolved.
- 5.3 In the rejoinder, the Complainant reiterates that the cause of action arose in 2011 upon meter removal. Accordingly, though the grievance was filed in 2025, exceeding the two years limitation period, however, continuous correspondence and departmental engagement may be construed as ongoing cause of action, subject to CGRF discretion. The Complainant has obtained an Order dated 17.04.2008 from the Hon'ble High Court vide Writ Petition No. 631 of 2008 against BEST Undertaking, wherein the case was dismissed but the Hon'ble High Court has directed to file an appropriate appeal to the concern authority, who shall decide the same in accordance with law expeditiously. The Respondent has failed to comply with the guidelines under the directives of MERC (CGRF & EO) Regulations, 2020, Clause 7.5 in this regard to forward the grievance to the Forum in the scheduled timeline inspite of the Hon'ble High Court Order.
- 5.4 The Respondent failed to respond to the Complainant's letter dated 23.08.2024, violating Regulation 7 and MERC SOP timelines for Grievance Redressal. The Complainant contests the arrears amount of Rs. 3,57,139.70, stating that the dues at the time of meter removal were significantly lower. Respondent's insistence on full payment under the scheme without reconciliation raises concerns under Regulations (duty to provide records and justifications).
- 5.5 The Respondent reiterates the acknowledgement of the requirement for the meter installation/removal-post-theft in 1999. However, the Respondent submits that the original billing anomalies and high recorded readings (3000 units) were consequential to the theft and were subsequently rectified, despite the Complainant's initial default on payments, which nonetheless indicated good faith compliance. The Complainant's documented payments date to 2006, after which the Respondent must reconcile the ledger. The instant grievance is deemed technically time-barred under Regulation 7.8 though the consistent engagement, documented payments and the lack of formal departmental response can establish a cancellation of delay under principles of natural justice. As the Complainant neither provided timely details of a waiver nor remitted the outstanding amount by availing the Amnesty Scheme, 2024, the Respondent is yet to provide the benefit of the scheme. Despite this, the Complainant's willingness to make payment demonstrated through continuous correspondence & compliance and the showing of awareness regarding the Amnesty Scheme during the hearing necessitates resolution. Furthermore, the Respondent's failure to comply with the scheme's



provisions and the denial of the Complainant's electric connection without sufficient cause constitute an additional and recurring cause of action for the Complainant to seek redressal, accordingly the grievance falls within the ambit of limitation. Notwithstanding that the grievance was initially filed beyond the two year limitation period prescribed by Regulation 7.8 of the MERC(CGRF & EO) Regulations, 2020 the Forum concludes that the Respondent's failure to provide timely intimation of the waiver and the necessary amount for the Complainant to avail the Amnesty Scheme, 2024 along with the absence of any response is deemed to have caused the Complainant to legitimately fail to fully comply. This conclusion is based upon the continuous correspondence and willingness to pay, is demonstrated by the Complainant. The Forum further finds that the continuous records, documented payments and lack of timely response from the Respondent to various applications including non response to the Complainant's letter dated 23-06-2024 and subsequent correspondence concerning the Amnesty Scheme constitute a recurrent & continuing cause of action and sufficient ground for the condonation of delay in the interest of natural justice and equity.

- 6.0 In this view of the matter the point No. (1) is answered affirmative and we pass the following order as answer to point No.2.

ORDER

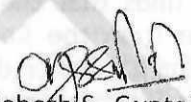
1. The Grievance No. GN-527-2025 dtd. 28/10/2025 is partly allowed.
2. The Forum concludes that due to the reasons mentioned at para 5.5 above, including no response to the Complainant's letters for availing Amnesty Scheme, 2024 and non resolution of the grievance constitutes to cause of action & sufficient ground for condonation of delay in the interest of natural justice and reason to admit the grievance.
3. The Respondent is directed to :
 - i) Reconcile the billing records from 2005 to 2010 taking into account;
 - a) the payments made by the Complainant in 2006;
 - b) adjustments already granted (e.g. Rs. 30,565/-, Rs.41,504.62 & Rs.18,200.68, IOA & DPC adjustment in 2008-2009);
 - c) Any unexplained high readings & meter testing reports.
 - ii) Reassess the final arrears amount and provide detailed statement to the Complainant within 30 days from the date of this Order.
 - iii) Offer a revised settlement under the Amnesty Scheme or other applicable provisions by obtaining special sanction of the competent senior officer, based on the reconciled amount.
 - iv) Reinstall a new electricity meter at the said premises (257/A, Ground Floor, Haji Abdul Karim Chawl, Chamda Bazar, Dharavi Main Road, Dharavi, Mumbai - 400017), subject to standard verification and procedural compliance.
4. The Complainant shall co-operate with the Respondent and pay legally determined final arrears amount and charges for reconnection.



5. The Respondent is further directed to ensure that -
- All future communications with the Complainant are made in writing and within the timelines prescribed under the MERC SOP Regulations.
 - A compliance report is submitted to the Forum within 45 days from the date of receipt of this Order.
6. Copies of this order be given to all the concerned parties.


(Mr. Jitendra W. Chavan)
Technical Member


(Mrs. Anagha A. Acharekar)
Independent Member


(Mr. Mahesh S. Gupta)
Chairman

