

		Date	Month	Year
1	Date of Receipt	18	11	2022
2	Date of Registration	21	11	2022
3	Decided on	11	01	2023
4	Duration of proceeding	54 days		
5	Delay, if any.	—		

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

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

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

Grievance No.GS-014-2022 dtd. 21/11/2022

Shri Ghanshyam GuptaComplainant
(Late Smt Parvati Gupta - Registered Consumer)

V/S

B.E.S.&T. Undertaking.....Respondent

Present:

Coram :

Chairman

Shri S.A. Quazi, Chairman

Members

1. Smt. Anagha A. Acharekar, Independent Member
2. Shri S.S. Bansode, Technical Member

On behalf of the Complainant : Shri Ghanshyam Gupta

On behalf of the Respondent : Shri P.W. Sawant

Date of Hearing : 02/01/2023

Date of Order : 11/01/2023



(Signature)
(Milind Karanjkar)
Secretary
CGRF BEST

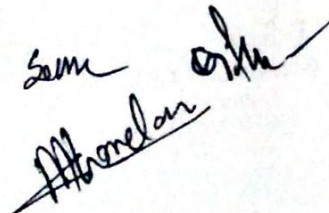
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Judgment

- 1.0 The complainant has grievance about the high billing about electric charges in respect of billing for the period from July 2020 to Dec. 2020.
- 2.0 The case of the complainant may be stated as under:
- a) The complainant is a son of registered consumer Late Smt Parvati Gupta under a/c no. 555-463-012, in respect of electric connection installed at the premises situated at Flat No. 201, 2nd Floor, MAKDevika, Plot No. 943, opposite Prabhadevi Temple, New Prabhadevi Road, Prabhadevi, Mumbai.
- b) The complainant received exorbitant electricity bills for the period from July 2020 to Dec. 2020. Therefore, the complainant made complaint to AO Billing (G/S) of the Respondent. As no reply was received from the concerned department of the Respondent, the complainant personally met to the concerned officials of the Respondent several times and explained the discrepancies in the bills of the above said months. On complainant's persistent follow up with the department, the officials of the Respondent tested the electric meter of the premises of the complainant. The said testing was done with Accu-check machine on 31.10.2020. After this testing, the meter was fluctuating in spite of the consumption being unchanged. Thereafter, in continuation of complainant's previous complaints about excess bills, the complainant had given complaint about meter tampering. After several follow up, on 17.02.2022, the Respondent, replaced the old meter with new meter and removed the old meter for sending it to their laboratory for testing. On 08.03.2022 the meter was tested at the laboratory of the Respondent.
- c) The Respondent gave report of the said meter-testing to the complainant. About the said report, the complainant submits that there were discrepancies in the reading taken from the meter at the time of replacement thereof and the reading taken from the meter before testing it. The complainant submits that there is difference of 5 units between the said readings i.e. the reading taken from the meter immediately before testing was more by 5 units than the reading taken from the meter at the time of replacement thereof. The complainant submits that the reading shown by the meter at the time immediately before testing should have been same as it was showing at the time of its replacement from the premises of the complainant, had it been accurate. As it was showing increased reading by 5 units at the time of testing without it being under use after replacement, it should be assumed that the meter was defective and it was showing wrong reading to the loss of the complainant in respect of the consumption of electricity.




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c) According to the complainant, later the bill sent to the complainant was again having discrepancies as it showed higher consumption by 17 units. The complainant had pointed out these discrepancies to the concerned department of the Respondent vide his letter dated 02.05.2022. It is further contention of the complainant that as per the letter dated 09.02.2021 received by the complainant from the Asst. Admin. Manager, Customer Care (G/S) and letter dated 28.10.2022 from Divisional Engineer Customer Care (G/S), the meter was found to be working within permissible accuracy/limits. It is submitted that as there was increase in the reading/units of the meter in question in spite of the meter being not in a state of actual use, it is clear that the meter was tampered.

d) According to the complainant, for the aforesaid reasons, the aforesaid billing was erroneous on the part of the officials of the Respondent and the complainant is not liable to pay such erroneous bills. It is submitted that the meter-testing report of the laboratory of the Respondent is also erroneous and it is not acceptable to the complainant. Hence it is submitted that the respondent be directed to modify the bills in question at par with earlier undisputed bills.

3.0 The Respondent has filed their reply and opposed the grievance of the complainant. The Respondent's case may be stated as under :

a) On receipt of high bill complaint from the Complainant vide e-mail dtd. 04.09.2020 meter No.N179410 was tested with the help of Reference Standard Meter on 31.10.2020 and the meter was found to be working within permissible limits of accuracy. However, it was noticed that the account was under-charged in Sept. 2020 and Nov. 2020 and over-charged in Oct 2020 due to wrong meter reading recorded by Meter Reader. Hence, necessary bill amendment was worked out and the credit was incorporated in January 2021 and March 2021 bill respectively.

b) Vide letter dated 09.02.2021, reply was given by the respondent to the complainant in response to the complainant's grievances about alleged high billing. As the complainant/consumer was not satisfied with the site testing of the meter, the Respondent replaced the meter No. N179410 with the new meter No. N209206 on 17.02.2022. The old meter No. N179410 sent to the Meter Testing Lab of the Respondent for official testing under intimation to the complainant. On 08.03.2022 the meter was tested in the Lab in the presence of the complainant and it was found that the meter found to be accurate. The complainant was served with the test report of Laboratory testing. The Respondent has produced copy of the report of Lab-testing with the reply filed in this Forum.

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- c) It is further case of the Respondent that the matter was resolved as above on the meter testing at the laboratory of the Respondent. However, the complainant once again raised the dispute by sending the letter dated 27.09.2022. In that letter the complainant mentioned about increase of 17 units in the meter reading etc. The Respondent scrutinized the meter replacement advice and found that the final reading of the meter No. N179410 recorded in the system is 22477 instead of 22460. The meter No. N179410 was replaced by meter No. N209206 under "defective meter workflow". As per prevailing practice, meter reading of 22477 generated by the system under this workflow was taken in to consideration while upgrading meter replacement transaction, resulting into meter reading anomaly. Copy of meter reading work order is produced by the respondent with their reply. The additional units charged by the system were reversed and due credit of Rs. 193.67 was given in Oct. 2022 bill.
- d) The Respondent further submits that in the meanwhile, the Consumer/complainant approached IGR Cell of the Respondent. The Respondent gave reply dtd. 28.10.2022 to the complainant and debit/credit calculations were forwarded along with tabulated summary of Unit Consumption for last 3 years and consolidated statement of downloaded meter reading data vis-à-vis the manual reading taken by the Meter Reader.
- e) It is further contention of the Respondent that the meter No. N179410 was tested twice i.e. on 31.10.2020 with the help of Reference Standard Meter on site and under Official Testing on 08.03.2022 at Meter testing Lab, respectively. The meter No. N179410 was found to be accurate. The meter reading at the time of meter removal was 22460 kWh which is mentioned on the Test report. Under official testing of Meters Department, various tests such as No load test, accuracy test etc. carried out resulting into meter reading reflected as 22465 before performing Dial test. The e-mail reply received from the meter department is produced by the Respondent with their reply. This discrepancy in the meter reading is interpreted towards meter tampering by the complainant.
- f) The Respondent further submits that it can be observed from the unit consumption statement for 3 years, the consumption is consistent and the debit/credit is calculated correctly on the basis of average unit consumption of the consumer. It is further submitted by the Representative of the Respondent that if the Complainant is not satisfied with the Lab-report of meter testing, he should have got the meter tested from National Accreditation Board for Testing and Calibration Laboratory (NABL) under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021 (MERC Supply Code Reg. 2021) It is submitted that as the complainant had expressed his



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disagreement with the report of Lab-testing, the Respondent has still preserved the meter in question so that the complainant can get it tested at the NABL under clause 15.6.2 of MERC Supply Code Reg. 2021. Until the complainant gets the meter tested as such at the NABL under clause 15.6.2 of MERC Supply Code Reg. 2021, within the time, which may be prescribed by the Forum the Lab-report of the Respondent will prevail. In view of this, according to the Respondent, the billing done for the disputed period is correct. Therefore, the present grievance application has no merits and hence it is liable to be dismissed.

- 5.0 We have heard both the parties and noted their submissions as above. In view of the above submissions of the parties and case pleaded by them, the following points arise for determination, on which we record our findings as under, for the reasons to follow:

Sr. No.	Points for determination	Findings
1	Whether the complainant is entitled to get the meter No. N179410 tested from NABL under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021 ?	In affirmative.
2	Whether, the billing done for the period from July 2020 to Dec. 2020 is legal?	In affirmative.
3	What order is required to be passed to dispose off the instant Grievance Application?	The instant Grievance application (Complaint) will have to be dismissed with liberty to the complainant to get the meter No. N179410 tested from NABL under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021, within a period of 4 months from the date of receipt of copy of this order as is being directed in the operative order being passed herein below.



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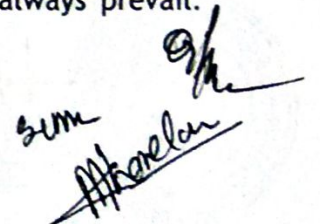
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6.0 We record reasons for aforesaid findings on points No. 1 to 3, as under:

- a) Admittedly the complainant is the representative of the registered consumer of the electricity supplied by the Respondent under consumer a/c No. 555-463-012, in respect of electric connection installed at the premises situated at Flat No. 201, 2nd Floor, MAKDevika, Plot No. 943, opposite Prabhadevi Temple, New Prabhadevi Road, Prabhadevi, Mumbai. Admittedly the complainant has grievance about the alleged high billing about electric charges in respect of billing for the period from July 2020 to Dec. 2020. It is also not disputed that the complainant had complained to the Respondent about his grievance of high billing for the aforesaid billing period from July 2020 to Dec. 2020. Consequently the Respondent's officials tested the meter No.N179410 with the help of Reference Standard Meter on 31.10.2020 and the meter was found to be working within permissible limits of accuracy. This testing was done at the site of the installation at the premises of the complainant. As the complainant expressed his disagreement with the said finding of the site-testing of the meter, the Respondent replaced the said meter No.N179410 with the new meter No. N209206 on 17.02.2022 and sent the meter No.N179410 for its testing at the laboratory of the Respondent. The case of the Respondent that the meter was tested at the laboratory as such in presence of the complainant has not been denied by the complainant before this Forum. The Respondent has produced before this Forum a copy of the report of the Lab-testing with their reply at page 73/C and marked as Exh-'I'.
- b) On perusal of the said report of Lab-testing dtd. 08.03.2022, it is seen in it that the finding of the officials who tested the meter is that the meter is found correct in accuracy test. This report shows that it bears signature of the representative of the complainant, indicating that the testing was done in presence of the representative of the complainant. In view of the above circumstances, we think that this report is sufficient to hold that the meter showed correct reading, on the basis of which the billing for the disputed billing period was done by the Respondent.
- c) As far as the contentions of the representative of the Complainant are concerned that there was difference between the actual reading shown by the meter No.N179410 at the time of its removal from the site of the premises of the complainant and the reading noted from the meter at the time of its testing in the Laboratory etc., the Respondent's Representative has submitted that it is a technical matter that at the time of testing of the meter some number of units are required to be added to the actual reading taken at the time of removal of meter from the site, for better calculation of the test and that is why there is difference in the units taken at two times. The Complainant's Representative in the course of hearing was questioning this aspect also. However, basically we are of the opinion that these technical aspects can be resolved only by the testing of the meter by applying technical tests approved by the experts in the subject and opinion of experts in the field would always prevail.




(Milind Karanjkar)
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Having said as such we have no alternate but to accept the report of meter testing given by the Laboratory in-charge of the Respondent, which says that the meter was found correct in accuracy test.

- d) We find merits in the submissions of the representative of the Respondent that unless the Complainant gets the meter further tested from NABL under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021, the above said finding of the Laboratory in-charge of the Respondent will always prevail. In this regard it is worth to quote the relevant provisions of clause 115.6.2.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021, which read as under:

"The Consumer may, upon payment of such testing charges as may be approved by the Commission under Schedule of Charges can request the Distribution Licensee to test the accuracy of the meter by applying to the Distribution Licensee :

Provided that the Distribution Licensee may get the meter tested at its own laboratory or any other facility as may be approved by the Commission:

Provided further that if a Consumer disputes the results of testing carried out by the Distribution Licensee, the meter shall be tested at a National Accreditation Board for Testing and Calibration Laboratory (NABL) accredited laboratory chosen by the Consumer at the cost of the Consumer:

xxx xxx xxx
xxx xxx xxx
xxx xxx xxx."

- e) From the aforesaid provisions of NABL under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021, it is clear that in the above circumstances the complainant is entitled to get the meter further tested from the NABL under clause 15.6.2 of the aforesaid MERC supply Code Regulations 2021, on paying necessary charges for as per the said provisions. It may be noted that the Respondent has still preserved the meter for the above purpose on coming to know that the complainant has expressed his disagreement with the report of meter-testing by the Laboratory of the Respondent. In view of this, that the complainant is entitled to get the meter further tested from the NABL under clause 15.6.2 of the aforesaid MERC supply Code Regulations 2021. Therefore, we have recorded affirmative findings on point (1).

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



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- f) As we have held that the Respondent has got the meter tested at its Laboratory and the report of the testing is that the meter is found correct in accuracy test, we hold that the Respondent's billing cannot be found fault with. Until the Complainant gets the meter further tested from the NABL under clause 15.6.2 of the aforesaid MERC supply Code Regulations 2021, and until the NABL declares that the meter is defective in any way, the above finding of the accuracy of the meter given by the Laboratory in-charge of the Respondent will prevail and in view of this we hold that the billing done by the Respondent for the disputed billing months is legal. Therefore, we have recorded affirmative findings on point No.2.
- g) In view of the above reasons and findings recorded on point No (1) and (2), this complaint/grievance-application will have to be dismissed with liberty to the complainant to get the meter No. N179410 tested from NABL under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021. We think it appropriate to fix time limit for the complainant to get the meter tested, in view that the Respondent cannot be expected to preserve the meter for ever for this purpose. Therefore we grant the above liberty to the complainant with a condition that within four months from the date of receipt of this order the complainant shall exercise this liberty if he wants to exercise it and if it is not done so, then the Respondent shall be at liberty to destroy the meter as per the prevailing procedure and Rules, as is being directed in the operative order being passed herein below. Accordingly we have answered point (3) and hence we pass the following order:

ORDER

- 1.0 The Grievance No.GS-014-2022 is hereby dismissed with liberty to the complainant to get the meter No. N179410 tested from NABL under clause 15.6.2 of the Maharashtra Electricity Regulatory Commission (Supply Code and Standard of Performance including Power of Quality) Regulations 2021.
- 2.0 The above liberty is granted to the complainant with a condition that within four months from the date of receipt of this order the complainant shall exercise this liberty if he wants to exercise it and if it is not done so, then the Respondent shall be at liberty to destroy the meter as per the prevailing procedure and Rules.
- 3.0 Copies of this order be given to all the concerned parties.


(Shri. S.S. Bansode)
Technical Member


(Smt. Anagha A. Acharekar)
Independent Member


(Shri S.A. Quazi)
Chairman




(Milind Karamghatkar)
Secretary
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