

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. 22853561

Representation No. N-F(S)-47-07 dt . 31/12/2007

Shri. Mohd. Iqbal Ali. Mohd Complainant

V/S

B.E.S. & T. Undertaking Respondent

Present

Quorum 1. Shri. M.P. Bhave, Chairman
 2. Shri. S. P. Goswami, Member
 3. Smt. Vanmala Manjure, Member

Appellant - Absent

On behalf of the Respondent 1. Shri. V.N.Tambe, SupdtCC(N/E)
 2. Smt. E.F.Jacques, AOCC(N/E)
 3. Shri. P.Mohan, OACC(N/E)

Date of Hearing: 4/3/2008

Judgment by Shri. M.P. Bhave, Chairman

Shri. Mohd. Iqbal Ali. Mohd the complainant has come before the Forum for his grievance regarding delayed payment charges in the bills from July 2001 till date.

Brief history of the case

1. Shri. Mohd. Iqbal Ali. Mohd residing at ground floor shop No.11, Prashant wadi 230, bellasis Road, Nagpada, Mumbai-400 008. He had approached licensee i.e. BEST undertaking on 8th February, 2007 regarding his grievances pertaining to wrong billing and requested not to disconnect the supply or remove the meter till the matter is finalized in Annexure 'C' format. Unsatisfied with the reply of licensee the consumer approached C.G.R. Forum in schedule 'A' format on 26/12/2007. Earlier Hearing date was scheduled on 12/2/2008. However, consumer vide his letter dtd 21/2/2008 informed that due to some unavoidable circumstances it is not possible for him to attend the Hearing. He therefore enclosed his views/comments on the reply submitted by BEST and requested CGRF to go through his comments. As per the decision taken by CGRF the Hearing was rescheduled on 4/3/2008 and accordingly complainant and respondent were informed to attend the same. However, complainant remained absent at the scheduled Hearing time on 4/3/2008. Hence, the hearing was carried out ex-parte.

Consumer in his application and written submission stated the following

1. He has received the bill for Rs. 1.75 Lac in the month of July 2001. He was surprised to receive such huge amount bill and for clarification he had visited to BEST office. The officer has told him that this bill is accumulated for the period of two years. He has further assured that the necessary correction will be made in the next bill. Even after the repeated follow up the correction in the bill was made after one & half year, in the month of January 2003. It may be noted that the delayed payment charges for this period are still appearing in the bill.
2. Meanwhile he has paid Rs. 1.00 Lac in January 2003 but the same was not deducted from his bill amount. Again BEST officials have assured him that this amount will be credited in next bill. This amount of Rs. 1.00 Lac was credited in his bill in the month of August 2003.
3. He was thinking that he has got relief from BEST except the dispute of delayed payment charges. But from July 2004 BEST has started forwarding the bill on average 3200 units whereas his actual consumption was only 200 units. The wrong average bills of 3200 units were given to him up to July 2005.
4. Even after repeated visits in BEST office, they have not corrected his bill for the wrong billing. Therefore, he has approached through Annexure 'C' dt. 5/2/2007 and to his surprise he immediately received a letter from BEST dt. 5/4/2007 stating that his wrong bill case was under scrutiny and outcome of the same would be informed shortly. He had therefore visited in the office for further clarification and the answer received from the BEST officer was shocking. The officer has informed him that his meter has stopped working and also the meter has been tampered. He further asked him to settle the complete bill otherwise they would forward the case to vigilance.
5. It was not possible for him to settle the complete bill. The personels of vigilance branch have checked the meter and the same was found OK.
6. Meanwhile he has received a bill in April 2007 with a message "YOU WILL GET DP WAIVAL OF Rs. 2,35,784.65/-, IF YOU PAY Rs. 1,88,822.66/- BEFORE DT. 14/5/2007".

He therefore rushed to office to correct the bill but the response from the officer was negative and the bill amount went on increasing.

7. As he was fed up with the attitude of BEST officials he has written a letter to BEST dt. 8/8/2007 asking them to inform the outcome of his application under Annexure 'C' dt. 5/2/2007 within seven days which was they have already assured vide their letter dt. 5/4/2007. He has further stated that if he would not get the reply in seven days he would approach BEST-Forum. The reply to his letter was immediately sent by BEST by their letter dt. 16/8/2007. In this letter BEST has informed that the credit due to average billing for the period from 18/5/2004 to 14/7/2005 of Rs. 1,56,107.95/- and D.P. thereof would be given to him in the ensuing bill.
8. Remembering the attitude of BEST officials for last six years he was not sure what they have stated in the letter dt. 16/8/2007. Therefore, he had written a brief letter dt. 10/9/2007 explaining them a detail history of his case. Further, he has prepared a Pay Order in favour of BEST of Rs. 1,43,391.00/-. (Considering the credit of Rs. 1.56 Lac and D.P. Waival of Rs. 2.34 Lac). It was not surprising to him that BEST officials has refused to accept the pay order of Rs. 1.43 Lac and prepared a bill of Rs. 2.81 Lac. Further they have asked that they would accept the pay order of Rs. 1.43 Lac only if he accepts the revised amount of Rs. 2.81 Lac and give in writing that the balance amount would be paid in installments.
9. From above explanation you must have come to know that last six years BEST has stopped him from making of the payment of correct electricity bill. Last six years he was visiting the office keeping aside his regular business with a mental and physical harassment.
10. He therefore requested the Forum to look into the matter and give the order to cancel the delayed payment charges charged to him from the 1st wrong billing of July 2001 till today. Further he kindly requested to give the penalty to BEST of Rs. 50,000.00/- for the mental and physical harassment given to him for the time taken to solve the simple wrong billing problem, so that in future no other consumer would suffer like him.
11. Meter replaced on 13/4/2000 and first reading was taken on 17/7/2001 i.e. after 15 months. Even after 15 months the bill sent to him was wrong. The wrong bill was corrected after 18 months i.e. in January 2003. The D.P.Charges during these 18 months are not withdrawn from the bill till date. He thinks that to forward the correct bill is the responsibility of BEST and consumer will be defaulter if he is not paying the correct bill. In his case from April 2000 to January 2003 i.e. for almost 3 years BEST has not forwarded correct bill as per the consumption. Therefore, BEST's argument "as the consumer was not regular in payment of electricity bills, the question of refund of D.P. Charges does not arise". Seems totally baseless in fact, he was eagerly waiting for the correct bill and as soon as he received it he paid the same in January 2003.
12. He paid the bill of Rs. 1,01,664/- for the amount of electricity used by him. The said bill was manually prepared after adjusting credit amount and deducting the D.P. Charges. Unfortunately the said payment was not credited in his bill and credit of the same was given after 8 months. Further BEST has wrote in his letter dtd. 24/9/2007 that "However, in case you have made payment of Rs. 1.00 lac (as stated in your letter) you are requested to produce the paid bill".
13. He doesn't understand the logic of the sentence "from September 2002 the consumption has dropped down considerably and therefore, the consumer was

preferred average billing at 1600 units per month during the period from 18/5/2004 to 14/7/2005. If the consumption is dropped down from to September 2002 why the average billing was started after 20 months ? Why the average billing was stopped after 14 months ? What are the criteria to send average billing of 1600 units per month when the consumption was 100 to 150 units? If the average billing was wrong, why the credit of the same was not given at the time when average billing was stopped ?

14. He has asked credit for wrong billing of the period May 2004 to July 2005 then where the question arises of testing the meter in year 2007. Is it technically possibly that the meter which was found "stopped and tampered" turns to working within limits of accuracy. He doesn't have the date when the vigilance department has tested the meter. When was the report received from vigilance department and when the BEST has processed for the credit. He thinks that the process was of credit was started after his letter dated 8/8/2007.
15. The BEST again and again stating that he was not making the payment. If he go through the bill of April, 07 the bill amount was Rs. 4,24,608.00 in which (As per BEST contention) Rs. 2,35,784.65 was pertaining to D.P. and balance was Rs.1,88,822.66. The balance amount is Rs. 1,88,822.66 was also including the wrong average billing of Rs. 1,56,107.95 as such the correct amount payable by him was only Rs.32,714.71. From the above clarification it is clear that he had used the electricity of Rs. 32,714.71 during the period Nov.2004 to April 2007, where as the bills sent to him are exorbitant and naturally it is not possible for him to settle the same. His representative had visited in the office when he received the bill of April, 2007 requesting to correct the bill to close the matter and his request was turned down saying that if only he pay Rs. 1,88,822.66, the D.P. of Rs.2,35,784.65 will be waived.
16. It was his mistake that he had not approached to Consumer Grievances Redressal Forum after two months from submitting Annx."C" on 8.2.2007. After submitting the letter dt. 8.8.2007, BEST has processed for giving credit only.
17. As an honest consumer he is always ready to pay the correct bill for the electricity consumed by him. From April 2000 onwards BEST has not forwarded/corrected any single electricity bill except in the month of Jan.2003, which is showing correct amount for the electricity consumed by him. As he wants to pay the correct bill for the electricity consumed by him he had prepared a pay order of Rs.1,43,391.00 against the bill of Rs.5,42,991.00 (Considering the credit of Rs. 1.56 Lac and D.P. waive of Rs. 2.34 Lac plus). The BEST has refused to accept the same and now stating again & again that he was not making the payment. BEST is stating that "As such, there is not question of any harassment by the Undertaking." Sending a wrong bill for six years and not correcting it, is not harassment ? In view of above if you feel that BEST has done mistake, of not correcting his own mistake, BEST may be directed to withdraw all Delayed Payment Charges levied from July 2001 till date & a penalty of small amount of Rs. 50,000.00 may be given to BEST, please.

BEST in its written statement and during hearing stated the following:

1. The meter No.L970198 was replaced by L972440 on 13/4/2000 & the same was incorporated in our records in September 2000 and the first reading of this replaced meter was taken on 17/7/2001 as 21874. Consequently, the consumer was billed for 21863 units amounting to Rs. 1,75,116.30/- for the period from April 2000 to July

2001. Therefore, the consumer was given the slab-wise benefit by passing credit of Rs. 70,351.11/- in the bill for the month January 2003. During the period from September 1999 to May 2001, the consumer was using the electricity but he was preferred bill for Nil Units. Further, the consumer had paid only Rs. 40,000/- on 1/2/2002 against bill of Rs. 1,75,116.30 preferred in July 2001. As the consumer was not regular in payment of electricity bills, the question of refund of D.P. Charges does not arise.
2. The payment of Rs. 1,01,664/- made by the consumer in January 2003 was wrongly credited to another A/c No. & the credit for the same was given in bill of August 2003 under code no. 57 & the credit of Rs. 11,183/- towards D.P. Charges due to this error was given in the same month's bill under code no. 49.
 3. From September 2002, the consumption of the consumer had dropped down considerably & therefore, the consumer was preferred Average Billing @ 1600 Units Per Month during the period from 18/5/2004 to 14/7/2005. However, the actual monthly consumption was 100 to 150 Units Per Month i.e. 1339 Units during the period from 18/5/2004 to 14/7/2005. The Average Billing was stopped from July 2005 and now the meter is recording progressive consumption.
 4. The consumer had complained vide Annexure 'C' dated 8/2/2007 stating that last many years they were using less electric supply & the electricity bills were send without any logic and also requesting us not to disconnect the supply till the matter is finalized. We had sent an interim reply to the consumer vide our letter no. SCN/AEFS/Annex.C/7328/2007 dated 9/4/2007 stating that the case was under scrutiny and the outcome of the same will be informed shortly. However, during the investigation done by our official on 7/3/2007, it was reported that
 - (a) Meter No. L972440 was found stopped Reading 28354
 - (b) Right Hand Side body seal was found missing, Left Hand Side body seal was broken & T.B. seal was also missing.
 - (c) Supply was used for fabricating of chappals.
 - (d) Meter suspected to be tampered.
 5. We referred this case to our Vigilance Department & as per their report, the Meter No. L972440 was tested for accuracy and found within limit of accuracy. On receipt of the report from Vigilance Department, we processed the credit due to the consumer on account of Average Billing for the period from 18/5/2004 to 14/7/2005. Meanwhile, we have been issuing regular electricity bills to the consumer but the current bill was also not paid by the consumer.
 6. Though the consumer had been informed about the Amnesty Scheme in the bill for the month of April 2007, the consumer abstained from making payment of his current electricity bill & there is no reference of the consumer having approached our department to avail the benefit of the Amnesty Scheme. It is quite clear from the bill payment history of the consumer that he had last paid Rs. 20,000/- on 23/11/2004 in spite of using the electricity during the period from July 2005 to April 2007. In fact the consumer has taken the advantage of consuming the electricity without paying the current electricity bills stating that the matter is under dispute.
 7. We were in the process of giving credit due to average billing to the consumer & during that period we received a letter dated 8/8/2007 from the consumer.

Accordingly, we replied to the consumer vide our letter no. SCN/AEFS/Annex.C/18240/2007 dated 21/8/2007 informing him that the credit due to average billing for the period from 18/5/2004 to 14/7/2005 of Rs. 1,56,107.95/- & D.P. thereof will be given in his ensuing bill.

8. We had specifically mentioned in the letter dated 21/8/2007 that the credit due to average billing of Rs. 1,56,107.95/- & the Delayed Payment Charges thereof i.e. on account of average billing will be given in the ensuing bill of the consumer. Though the same was not effected in the bill for July 2007, the consumer directly prepared a pay order of Rs. 1,43,391/- without confirming the actual bill from us & sent the same alongwith the letter dated 10/9/2007 through their representative to our office. We, therefore, corrected the bill for the month of July 2007 & after giving the credit of Rs. 1,56,107 & D.P. of Rs. 1,04,995, Rs. 2,81,889 was shown as due from the consumer. However, the consumer's representative insisted us to accept the pay order of Rs. 1,43,391/- when we agreed to accept the same on assurance that the balance amount will be paid to the Undertaking in the next bill after receipt of the Credit as mentioned above. Hence, we accepted the letter dated 10/9/2007 without the pay order & accordingly, we have explained to the consumer as why the D.P. charges could not be waived under the Amnesty Scheme.
9. The consumer has been using electric supply from July 2005 till to date without making any payment from November 2004 i.e. last payment of Rs. 20,000/- made on 23/11/2004 stating that the matter is under dispute. We have never restrained the consumer from making the payment on account of regular (current) electric bills & in fact the consumer has refused to pay these regular (current) electric bills taking the advantage of the dispute. We have not sent any disconnection notice to the consumer in spite of non payment of electricity bills from November 2004. As such, there is not question of any harassment by the Undertaking. On the contrary the consumer has taken for granted that all the Delayed Payment Charges will be waived without making any payment for using the electric supply.
10. As per the latest bill for the month of November 2007, Rs. 3,56,675.99/- is due from the consumer which includes Rs. 1,40,082.47/- towards the Delayed Payment charges. In fact, taking advantage of the dispute, the consumer has demanded the waiver of Delayed Payment Charges without paying the regular (current) electricity bills to the tune of Rs. 2,16,593.52 in spite of consumption of Units from July 2005. We have waived the legitimate Delay Payment Charges due to consumer on account of Average Billing & as the consumer had not expressed his willingness to make the payment of electricity bill of April 2007 (after adjustment of credit of Average Billing) in one stroke, the benefit under Amnesty Scheme cannot be given. Further, on going that the representation it is observed that the appellant has made various allegations against BEST without any base. BEST has not supplied any electricity free of cost and the bills preferred to the consumer are based on actual consumption recorded by the meter.

In view of above, the consumer's request for cancellation of Delayed Payment Charges under the Amnesty Scheme & payment of penalty of Rs. 50,000/- is not justified and hence the request of consumer may be denied by the Hon'ble C.G.R.F. & the consumer may be directed to pay the arrears of Rs. 3,56,675.59/- with interest due, please.

During the Discussion

The BEST representative was asked about the approximate outstanding excluding D.P. Charges consumer has to pay as of today. The reply was Rs. 1.80 lacs approximately.

Observations

1. The consumer came before the Forum with two main requests. The first one was waiver of DP charges and the second a fine of Rs. 50000/ to BEST.
2. The Forum once postponed the hearing to enable the consumer to plead his case. The consumer did not remain present for the Hearing on revised date.
3. A fine of Rs 50,000 is a serious matter. It is expected the consumer to explain how he arrives at such a figure. It is not found in his written argument as well as in the original complaint either.
4. Therefore, Forum considers this demand as not admissible.
5. The demand of removal of DP has some merit. The BEST in first case gave the bill after a period of 14 months. BEST should have given some installments for payment. In the second case, consumer was given huge bill when consumption was not that high.
6. Under the circumstances, it will be in order to remove the entire DP component.
7. The consumer has not paid electricity bills for long time. He has shown willingness to pay Rs. 1,43,391/- earlier. Hence, in our opinion he should pay this amount to BEST as early as possible.
8. After receiving the said amount, BEST should reconcile the account with effect from 13/4/2000.
9. During reconciling, the bills should be prepared as per monthly/bimonthly billing cycle with rates of electricity and other levies applicable at the time. All such bill amounts are to be considered as debit. All payments received from consumer should be considered as credit. No DP should be calculated while reconciliation.
10. Any outstanding after the reconciliation can be recovered in two monthly installments.
11. It may be noted that IGR final reply to the consumer was given after 6 months from the date of complaint

ORDER

1. The consumer is directed to pay Rs 1,43,391/- to BEST within 15 days time.
2. BEST is directed to accept the said payment from the complainant.
3. BEST is further directed to reconcile the account in 60 days time. The outstanding amount should be recovered in two equal monthly installments from the complainant.
4. Copies be given to both the parties.

(Shri. M. P. Bhawe)
Chairman

(Shri S. .P.Goswmi)
Member

(Smt. Vanmala Manjure)
Member