

**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. S-C-51-2008 dt . 16/7/2008**

S/S. J. Narandas & Sons ..... 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

On behalf of the Complainant 1. Shri. Hemant Jangid

On behalf of the Respondent 1. Shri. A.R.Sarmukadan, AEEA  
2. Shri. S.S. Thale, Shop Recorder

Date of Hearing: 13/08/2008 & 12/09/2008

**Judgment by Shri. M.P. Bhave, Chairman**

S/S. J. Narandas & Sons, S.K. Memon Street, Mumbai- 400 002 has come before this Forum for his grievance regarding respondent's amendment claim of Rs.5,96,000/-.

### **Brief history of the case**

- 1.0 This is an amendment and credit/debit adjustment case of Meter Nos 1)P001031, 2) P991881, 3) P002939, 4) P010206 which were found stopped.
- 2.0 The total claim of Rs.5,95,784.31 comprising of four amendment claim amounting to Rs.1,83,808.73 and credit / debit adjustments amounting to Rs.4,11,975.58 was preferred to the consumer by respondent vide their letter dated 7/12/2005.
- 3.0 Consumer disputed the same and complained in Annexure 'C'; dated 12/7/2006. The consumer was informed by respondent vide their letter dated 8/8/2006 that the claim will be revised. However, the matter remained pending till today.
- 4.0 Under the circumstances, the Consumer has now approached Hon'ble CGRF vide complaint in schedule 'A' format dated 16/7/2008.
- 5.0 Hearing of the case was started on 13/08/2008. However, during the hearing, the Forum felt that the monthly billing data of the complainant for the disputed period is required for proper hearing of the case. Therefore, the hearing was adjourned. The respondent was asked by Forum to submit the necessary data. After receipt of the said data the hearing of the case was resumed on 12/09/2008.

### **Consumer in his application and during Hearing stated the following**

- 1.0 BEST Undertaking had sent him a bill of Rs.5,96,000/- towards the amendment claims for Meter Nos P001031, P991881, P002939 & P010206, which were defective during the period as under:
  - a) 01-04-2000 to 25-08-2000
  - b) 28-02-2001 to 12-04-2001
  - c) 01-07-2002 to 30-08-2002
- 2.0 Since BEST failed to revise the bill, the complainant hereby requested the Honorable Forum to look into the matter & direct the BEST to withdraw the amendment claim.
- 3.0 The total period of amendment of bill is for the period from i.e. 3-5-2000 to 30-8-2002 is 2 ½ years for 4 nos. of defective meters, which is contrary to maximum permissible period of 3 months as per Supply Code Regulation 15.4.1.
- 4.0 Also for the period from 1-3-2001 to 1-4-2001 charged on 18,000 units in excess for month which he had paid. The units charged are in excess & not as per the test results of the defective meters. Hence, this entire claim amount of average billing may be refunded to him.
- 5.0 The BEST Undertaking had never tested these defective meters in a standard laboratory & not submitted any test report, reasons for defects, readings etc to him. Hence BEST's claim of Meter Nos P001031, P991881, P002939 & P010206 are not acceptable to him.

- 6.0 BEST had failed to charge & recover the claim within the stipulated period of 2 years as per Electricity Act, section 56(2) & also within 3 years as per law of limitation, the claim should be totally withdrawn.
- 7.0 The BEST has failed to maintain 3 consecutive meters in working condition. The claim period should be clubbed together & same should be recovered for the period of 3 months as per test results of the defective meters. The separate claim for 3 months for each meter is in violation of supply code as BEST has failed to install correct meters in 4 consecutive attempts.

**BEST in its written statement and during Hearing stated the following:**

- 1.0 This is an amendment and credit/debit adjustment case of Meter Nos 1)P001031, 2) P991881, 3) P002929, 4) P010206 which were found stopped.
- 2.0 The net amendment claim amount worked out to Rs.1,83,808.73 (Rs.42,740.30 + Rs.1,58,807.14 + 77,675.16 – Rs.95,413.95 ).
- 3.0 The A/c (the consumer) was billed on average due to frequent replacements of meters for the periods 01/11/2000 to 01/12/2000, 25/08/2000 to 28/02/2001 and 01/09/2001 to 01/07/2002. The debit/credit adjustment of the same was worked out on the basis of actual consumption.
- 4.0 The total claim of Rs.5,95,784.31 comprising of four amendment claim amounting to Rs.1,83,808.73 and credit / debit adjustments amounting to Rs.4,11,975.58 was preferred to the consumer vide our letter dated 7/12/2005.
- 5.0 The amendment claim was kept in abeyance for issuance of guidelines from the Management which were eventually issued in June 2006. The claim was in the process of review and management approval when consumer's complaint in Annexure 'A' was received by us.
- 6.0 The amendment claim pertains to 4 separate meters under the same A/c. Their periods were different as they were installed for separate periods which resulted into separate amendments for each of them. Hence, four separate amendment bills, prepared by Energy Audit department, are in order.
- 7.0 The consumer was billed on ad-hoc basis for 18974 units during March 2001. However, scrutiny of ledger position reveals that consumer was under billed during the preceding eleven months. It is evident that billing done during Mar 2001, though ad-hoc, was not an excess billing as contended by the consumer. It is also to be mentioned that these 18974 units have been adjusted in the amendment claim worked out for the period 28/2/2001 to 12/4/2001.
- 8.0 Meter No. P001031, P991881, P002939 & P010206 were found stopped and hence could not be tested during site investigation or in laboratory. Due acknowledgement of the consumer is taken on the letters issued to the consumer before replacing these meters. In the said letters, it was stated that consumer's bills will be suitably amended.

- 9.0 The replacements of the meters have taken place between 2000 and 2002. The amendment claim has been preferred in Dec 2005 in respect of the four meters which were found to be stopped. The law is well settled that the claim is said to be preferred only when a bill is issued to the consumer. It is also held by Hon'ble High Court of Bombay in the case of BMC V/s Yatish Sharma & Others reported in AIR 2007, Bombay 73, that a sum can be said to be 'due' from consumer only after bill is served upon. In the instant case the payment becomes due when the bill is served on the consumer and bills are issued to the consumer on 7/12/2005. The consumer is therefore liable for payment and the claim is strictly in accordance with section 56(2) of the Electricity Act 2003. The contention of the consumer is therefore not sustainable.
- 10.0 It is true that consumer's meters frequently "stopped" recording any consumption. Here, it is pertinent to mention that all necessary care of testing the meters was taken before installation of these meters at site. Site investigation and subsequent replacements were carried out reasonably promptly. However, inconvenience caused to the consumer because of frequent replacements due to stoppage of the meters is regretted. It may be mentioned that frequent replacement of meters cannot be a reason for not amending the bill or restricting the period to 3 months as contended by the consumer. There is no rule or regulation which says that there cannot be separate amendment bills in respect of separate meters because obviously the date of the replacement of the meter would be different although the meters will be under one account.
- 11.0 The total claim of Rs.5,95,784.31 comprises of two components viz. four amendment claims amounting to Rs.1,83,808.73 and credit / debit adjustments amounting to Rs. 4,11,975.58 was preferred to the consumer on 7/12/2005. Out of the four amendment claims, amendment periods of three meters i.e. meter No P 001031, P 010206 and P 002939 are less than three months. Amendment period of only one meter i.e. No. P 991881 is marginally more than three months, i.e. three months and twenty four days.
- 12.0 The amendment claims are required to be revised to bring them in line with the Electricity Supply code and the administrative order issued by the management. The proposal for review will be put for management's approval very shortly.
- 13.0 However, the credit / debit adjustment amounting to Rs.4,11,975.58 have been done based on the actual readings which were either downloaded through meter reading instrument or were taken at the time of site testing. Hence, this amount is payable by the consumer in full.
- 14.0 Frequent replacement of meters cannot be a reason for not amending the bill or restricting the period of all the four amendment to 3 months as contended by the consumer. There is no rule or regulation which says that there cannot be separate amendment bills in respect of separate meters.
- 15.0 During the period 01/09/2001 to 01/07/2002 actual readings were appearing in the consumers bill. However, consumer was not charge according to actual consumption. Instead he was charged 1100 units per month.
- 16.0 The complainant's dispute as regards amendments is justified only to the extent that the said claims are subject to review. The consumer may be asked to pay the revised claim, which will be intimated to him in due course.

- 17.0 The credit / debit adjustments amounting to Rs.4,11,975.58 have been done based on the actual readings which were either downloaded through meter reading instrument or were taken at the time of site testing. The consumer is therefore liable for payment of the credit / debit adjustments claim.

### **Observations**

- 1.0 It is noted that during the period of two years the meters were replaced four times. Forum feels that the consumer has been put to hardship on this account.
- 2.0 To keep the amendments in order, we have to split the entire amendment period into various regions. Since meters as well as details of the cases are different amendment for each period should be treated as separate case. Request of clubbing of period by the consumer cannot be accepted.
- 3.0 The entire region is divided as follows :-
- 3.1 Region A : Period from 01/04/2000 to 03/05/2000
- 3.2 Region B: Period from 03/05/2000 to 25/08/2000
- 3.3 Region C: Period from 25/08/2000 to 28/02/2001
- 3.4 Region D: Period from 28/02/2001 to 12/04/2001
- 3.5 Region E: Period from 12/04/2001 to 01/09/2001
- 3.6 Region F: Period from 01/09/2001 to 01/07/2002
- 3.7 Region G: Period from 01/07/2002 to 30/08/2002
- 4.0 During the regions A, B & D the meters were found stopped. Hence consumer has to be charged on the basis of previous average.
- 5.0 During region 'C' the reading at the end is available. Hence monthly consumption for this period should be based on this reading.
- 6.0 During the period (E) 12/04/2001 to 01/09/2001 the consumer was billed on actual readings. Hence, no amendment is required.
- 7.0 During the period (F) 01/09/2001 to 01/07/2002 it is reported that respondent has charged the consumer at 1100 units per month on average basis. However, as per respondent, the consumer bills indicate the actual readings for the said period. Since consumer was aware of his consumption, it is logical that billing for this period should be strictly according to available meter readings.
- 8.0 For the period (G) 01/07/2002 to 30/08/2002 meter was found stopped. Since the actual readings in this particular case are available for previous period of approximately 10 months, the amendment has to be based on average consumption of preceding 10 months from the date when the meter was found stopped.

- 9.0 This type of unexpected bill for a large amount is putting consumer at a great disadvantage. When actual meter readings are available, there is no justification for charging the consumer on some arbitrary average and then amending the bills after a period of 5 years. Hence the consumer has to be given certain concession in payment of the dues.
- 10.0 All the amendments where actual meter readings are not available should be based on average monthly consumption of preceding 12 months from the date of default. Such amendments should be restricted to a period of 3 months only.
- 11.0 In case where actual meter readings are available the consumer be charged by actual meter readings.

**ORDER**

1. The respondent is directed to reconcile the consumers account for the entire disputed period as per the observations at serial No.10 & 11.
2. The respondent is directed to recover the dues in 10 monthly installments.
3. The respondent is also directed to waive the last three installments if the complainant pays the first seven installments in time.
4. No D.P Charges be levied on the consumer for the disputed period.
5. Copies be given to both the parties.

(Shri. M. P. Bhave)  
Chairman

(Shri. S. P.Goswami)  
Member

(Smt.Vanmala Manjure)  
Member

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