

	Date	Month	Year
1	Date of Receipt	09	05 2025
2	Date of Registration	13	05 2025
3	Decided on	11	07 2025
4	Duration of proceeding	59 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. D-516-2025dtd. 13/05/2025**

Nazia Tipu Sultan Khan .....Complainant

V/S

B.E.S.&T. Undertaking .....Respondent 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 : Nazia Tipu Sultan Khan


On behalf of the Respondent : BES&T Undertaking

1. Mr. S.M.M. Ansari, AECCD

Date of Hearing : 03/07/2025

Date of Order : 11/07/2025


  
(Mr. M.S. Gupta)  
Chairman CGRF


  
(Mrs. A.A. Acharekar)  
Independent Member

  
(J.W. Chavan)  
Technical Member

JUDGEMENT

- 1.0 The grievance of the Complainant is pertaining to wrong billing in respect of her consumer no. 834-227-067 & meter no. 2236297.
- 1.1 The Complainant's case, in short compass is that the meter no. 2236297 (for short "the said meter") has been in the name of her father late Tipu Sultan Khan, who expired on 03/06/2022. The complainant Nazia is the daughter of late Tipu Sultan. After death of her father, the complainant has been staying at 32, 1<sup>st</sup> floor, 34/35, Haji Kasam Chawl, Nagpada, Mumbai - 400 008 (for short "the said premises") where the said meter is installed. She is paying the electricity bill regularly.
- 1.2 The Complainant further submitted that the billing amount of the said meter sent to her was in respect of meter no. 2236797 which does not belong to her. Since October' 2023 she was getting the electricity bill of Rs. 100/- being faulty meter for which she lodged a complaint on 06/11/2024. She requested to replace the said faulty meter but to no effect. On 06/01/2025, the Respondent connected her electric meter no. 2236297 and informed her that the said meter was registered in their 'D' Ward office bearing consumer A/c no. 834-227-067.
- 1.3 The complainant also submitted that on 07/01/2025, she again lodged a complaint with the Respondent regarding installation of wrong meter, as she is receiving bills bearing meter no. 2236797 since 2019 till December 2024. Thereafter, she received exorbitant bill amount of Rs. 1,06,920/- in January'2025. In February'2025, she received another bill of Rs. 1,12,350/-. On 18/02/2025, the Respondent gave her slab benefit of Rs. 44,613.24 and generated bill of Rs. 67,700/-. Any how, on 17/03/2025 the complainant managed to pay Rs. 35,000/- against the said bill and requested to replace faulty electricity meter. On 29/03/2025, the Respondent replaced the old meter with meter no. 5290964. The Respondent gave test report of old meter on 28/03/2025 but she was not satisfied with the report. The excess amount bill of Rs. 67,700/- is still lying with her due and payable to the Respondent. Amongst other grounds, she submitted that she should be reimbursed the amount of Rs. 35,000/- paid by her after deducting 3 months' bill as per MERC rules.
- 2.0 The Respondent categorically submitted in its reply that on 05/11/2019 the old meter of the original consumer late Mr. Tipu Sultan Khan was replaced by new meter under mass meter replacement scheme. The new meter no. was 2236297 but due to typographical error meter no. updated was 2236797. This mistake came in picture in October'2023 when its Meter Reader took reading and found that meter no. 2236797 is not available in his mobile app (used for reading meter), hence he gave remark that 'meter was not on board' (upto September' 2023 proper reading was taken and proper billing was done).

  
(Mr. M.S. Gupta)  
Chairman CGRF

  
(Mrs. A.A. Acharekar)  
Independent Member

  
(J.W. Chavan)  
Technical Member

Due to the said remark of Meter Reader, the consumer was charged '0' units and was receiving minimum bill of Rs. 100/-. In this manner, the complainant was charged upto December'2024.

2.1 The Respondent further submitted that on 26/09/2024 the concerned reading section generated ID regarding meter replacement and updated meter no. as 2236297 on 22/05/2025. Meanwhile reading department recorded reading of meter no. 2236297 as an extra meter (meter without account issues) and reading saved in section. So due to correct updating of meter done in January'2025, the consumer was charged 6800 units (from September'2023 to December'2024). On 07/01/2025, the complainant lodged a complaint regarding high bill of Rs. 1,06,920/-. Further to resolve this issue, the slab benefit was worked out and Rs. 44,613.24 was credited by charging 425 units per month. Again on 17/03/2025, the consumer made complaint about accuracy of meter and requested to replace the said meter. Accordingly, the meter was replaced by new meter and old meter was tested at MRE Department and meter testing lab at Wadala depot in presence of consumer and in lab test report meter was found correct. So, in this way billing amendment was done correctly. Hence, the Respondent submitted that the complaint may be dismissed.


3.0 From rival contentions of the parties following points arise for our determination with findings thereon for the reasons to follow :


Sr. No.	Points for determination	Findings
1	Whether the Respondent has made wrong accumulated billing of Rs. 1,06,920/- and further on ?	Yes, to the extent it is directed in the final order.
2	What Order ?	As per final order.

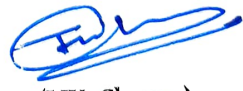
#### REASONS

4.0 We have heard the parties in this matter along with their representatives and carefully gone through various documents submitted by them.

4.1 The Complainant claimed that meter no. 2236797 did not belong to her and she has made many complaints with the Respondent as she was receiving bills with meter no. 2236797 since 2019 till December'2024. Actually, Meter No. 2236297 was installed on 05/11/2019 in the said premises but electricity bill was raised with typographical error of meter no. 2236797.

  
(Mr. M.S. Gupta)  
Chairman CGRF

  
(Mrs. A.A. Acharekar)  
Independent Member

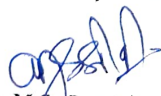
  
(J.W. Chavan)  
Technical Member


4.2 As explained by the Respondent, the mistake was pointed out by a meter reader in September'2023 when he marked the remark of 'Meter not on board', as meter no. 2236797 was not reflecting in his list on the mobile app at the location of the said premises. The reading of the meter no. 2236297 was recorded as extra meter and a minimum charge of Rs. 100/- was levied to the Complainant during the period from October'2023 till December'2024. The bill for accumulated consumption of 6800 units was charged to the Complainant in the bill of January'2025 by the Respondent. On receipt of the complaint of high bill raised by the Complainant on 07/01/2025, slab benefit by charging 425 units per month was worked out to Rs. 44,613.24 and credited to Complainants A/c No. 834-227-067. On request of the Complainant, old meter was tested in the Meter testing lab of the Respondent in presence of the Complainant, wherein meter was found OK. If a wrong number is printed, the Respondent should have taken following steps;

- i. Verify the actual meter installed at the premises.
- ii. Correct the meter number in the system and issue a revised bill.
- iii. Refund or adjust any excess amount paid due to the error, without charging interest, penalty or delayed payment charges.
- iv. Notify the Consumer of the issue.
- v. Rectify the meter or reading process promptly.
- vi. Avoid prolonged zero billing without explanation.

4.3 The Respondent has submitted that 'Meter not on board' (Missing Meter) was recorded in September'2023 for meter no. 2236297. The meter was found OK in testing on 28/03/2025. The meter was however replaced on 29/03/2025 by new meter no. 5290964. The reading of the meter no. 2236297 was recorded as extra meter and a minimum charge of Rs. 100/- was levied to the Complainant during the period from October'2023 till December'2024. The bill for accumulated consumption of 6800 units was charged to the Complainant in the bill of January'2025 by the Respondent. The Clause no. 15.2.2, 15.3, 16.3.6 & 15.4.1 of the MERC (Electric Supply Code and standards of Performance of Distribution Licensee including power Quality) Regulations, 2021 are clear in this aspect and Respondent has failed to adhere to the directives. Further, MERC has ruled that the Accumulated billing must follow these principles;

- i. Bills must be revised based on actual meter readings.
- ii. Consumers should not be penalized for the Utility's failure to bill on time.
- iii. Installment based payment option must be offered for large accumulated amounts.
- iv. No interest, late fees or disconnection should occur if the delay was due to the Utility's fault.

  
(Mr. M.S. Gupta)  
Chairman CGRI


  
(Mrs. A.A. Acharekar)  
Independent Member


  
(J.W. Chavan)  
Technical Member


- 4.4 In the instant case, the Complainant cannot be held for any deficiency in service. The Respondent has neither been able to make a proper and complete submission to the Forum nor has it sent any competent representative to satisfy the queries raised by the Forum during the hearing. The Respondent has not been able to show actual reading details of the Complainant during the disputed period and also not submitted details or statement of accumulated billing levied to the Complainant. The serious lapse on part of the Respondent is recorded herewith.
- 4.5 Ipso facto, the Complainant also agreed to the reality that the unpaid consumption made during the said disputed period from October'2023 till December'2024 is utilized by herself and is payable. The Complainant has already made a part payment of Rs. 35,000/- on 27/02/2025 against the accumulated bill raised for an amount of Rs. 67,700/- by the Respondent, after waiver slab benefit of Rs. 44,613.24. It is to be noted that the complainant must have paid minimum bill of Rs.100/- per month during the above disputed period. Hence, the same is also required to be adjusted in the outstanding bill.
- 5.0 In this view of the matter the point no. (1) is answered accordingly and we pass following order as answer to point no.2.

#### ORDER

1. The Grievance No. D-516-2025 dtd. 13/05/2025 is partly allowed.
2. The Respondent should revise arrear bill with consumption charges based on actual reading of the meter no. 2236297 during the disputed period from October'2023 to December'2024 and till date, excluding charging of interest, penalty or delayed payment charges till date, issue slab benefit during disputed period and deduct all the payments made by the complainant till date. The Complainant should be issued & explained details of the derived amount of arrear bill in writing within 15 days of receipt of this order under intimation to the Forum.
3. An installment option shall be made available to the Complainant at least with an amount of Rs. 2500/- per month till full payment of the balance amount payable. The Complainant shall be allowed to make payment of Current bill charges along with additional amount determined as above by the Respondent per month till payment of arrears. However, in case of non-payment of current bill with additional amount as above by the Complainant for three consecutive months till payment of full arrears, the Respondent is at liberty to levy & recover full arrear amount from next billing cycle.
4. Copies of this Order be given to all the concerned parties.

  
(Mr. M.S. Gupta)  
Chairman CGRF

  
(Mrs. A.A. Acharekar)  
Independent Member

  
(J.W. Chavan)  
Technical Member

