

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-G(N)-200-2013 dtd. 16/07/2013

Mr. Mohd IdrisComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Quorum : Chairman
Shri R U Ingule, Chairman

Member
1. Shri M P Thakkar, Member
2. Shri S M Mohite, Member

On behalf of the Complainant : 1. Shri Manghnani

On behalf of the Respondent 1. Shri S.S. Bansode, DECC(G/N)
2. Shri S.B. Pawar, AAMCC(G/N)

Date of Hearing : 16/08/2013

Date of Order : 21/08/2013

Judgment by Shri. R.U. Ingule, Chairman

Mr. Mohd Idris, Ground Floor, 34/1/1, Makhdumiya Nagar, Mahim Causeway, Mahim, Mumbai - 400 016 has come before the Forum for dispute regarding Electricity bill pertaining to A/c No. 638/495/080 for which meter was removed / stolen before 1997.

Complainant has submitted in brief as under :

1.0 The complainant has approached to IGR Cell on 03/04/2013 with his dispute regarding Electricity bill pertaining to A/c No. 638/495/080 for which meter was removed / stolen before 1997. The complainant has approached to CGRF in schedule 'A' dtd. 25/06/2013 (received in CGRF on 12/07/2013). As no remedy is provided by the Distribution Licensee regarding her grievance, the complainant has requested the Forum to cancel the bill and stop sending bills as the electricity bill was removed / stolen before the year 1997.

**Respondent, BEST Undertaking in its written statement
in brief submitted as under :**

- 2.0 Shri. Mohd. Israil had applied for reconnection of electric supply of consumer no.638-495-080, stands in the name of Mohd. Idris on 23rd December 2010 vide requisition no.71105071, at 34-1-1, Grd. flr., Makhdumiya Nagar, Causeway Road, Mahim, Mumbai- 400 016.
- 3.0 While processing the requisition of Shri. Mohd Israil it is understood that the meter was not at site and the said meter was not removed by BEST Undertaking. We have informed about the same to Mahim Police Station, Mumbai vide our letter dated 07/02/2011.
- 4.0 For the said premises the first meter was installed on 10/07/1982 in the name of Mohd. Idris for Residential plus Commercial purpose. On scrutiny of record it was noticed that the consumer has never paid the electricity bills.
- 5.0 Shri. Mohd. Israil vide his letter dated 10/02/2011 stated that the registered consumer Shri. Mohd. Idris was his father, who was expired in the year 2008 and enclosed copy of his father's death certificate. The meter no.0508193 installed for the said premises in his father's name and the same was missing or theft since long. The complainant had submitted FIR at Mahim Police Station on 14/02/2011 and 15/06/2012. In FIR dated 14/02/2011 he mentioned that, electric meter no.0508193 was stolen by unknown person four months ago , while in FIR dtd. 15/06/2012 the complainant has mentioned that the said meter was stolen during 2005 to 2011 and requested the Forum to waive the interest on arrears and DP charges.
- 6.0 On 03.04.2013 Mr. Mohd Hussian (brother of Mohd. Israil) submitted Annexure 'C' in our office complaining wrong billing of consumer A/c No.638-495-080 vide our letter ref. DECC(G/N)/AAMCC(G/N)/Annexure 'C'/18/6154/2013 dated 05.04.2013 Shri. Mohd. was called in our office to hear his say . He has failed to submit documentary evidence like Death Certificate of his father, occupancy proof in his name, etc.
- 7.0 The first meter under A/c No.638-495-080 was installed on 10.06.1982. The meter has been transferred in the name of Mohd. Idris. The purpose of supply was commercial. On scrutiny of Folio, it is noticed that, the meter reader has brought 'N' code from March 2008 i.e. Meter not found on board. It was confirmed that meter was not removed by the Undertaking when Mr. Shaikh Mohd Israiel applied for re-connection vide Req.No.71105071 on 23.12.2010.

REASONS

- 8.0 We have heard Shri Manghnani for the complainant and for the Respondent BEST Undertaking Shri Sanjay S. Bansode, DECC(G/N) and Shir Sushil B. Pawar, AAMCC(G/N). Perused papers.
- 9.0 The controversy raised in the instant complaint, moves in a very narrow compass. The complainant contends that the meter provided to his room was standing in the name of his deceased father. The said meter has been stolen before the year 1997. No action there upon was taken by the Respondent BEST Undertaking. Despite, not using any electricity for want of the meter, the Respondent BEST Undertaking has been claiming a huge amount of electricity charges of Rs. 70,000/-, when the applicant has approached for providing with a electricity supply with meter.
- 10.0 Per contra, the Respondent BEST Undertaking contends that the first meter under a/c 638-495-080 was installed on 10/06/1982 standing in the name of consumer Shri Mohd. Idris for commercial purpose. The meter reader has brought 'N' code on the *Meter Reading Folio* from the month of March 2008 onwards, as the meter was not found on the board. When the complainant Shri Shaikh Mohd. Israiel applied for reconnection on 23/12/2010, it was confirmed that the meter was not removed by the Respondent BEST Undertaking. The complainant thereafter submitted his *First Information Report* twice i.e. on 14/02/2011 and 15/06/2012 at Mahim Police Station. It is therefore clear that the complainant wants to escape from the liability of paying the electricity bill which has been Rs. 73,346/- up to the month of July 2013. Therefore, prayed for directing the complainant to pay the said legitimate amount of electricity charges as claimed.
- 11.0 This Forum observes that admittedly the complainant has been the son of deceased consumer Shri Mohd. Idris, who expired in the month of October 2008. This Forum finds a death certificate to this effect placed on file at pg. 15/C. It is therefore explicit that as envisaged under Regulation 10.5 provided under MERC (Electricity Supply Code and Other Conditions of Supply) Regulation 2005, the complainant being a legal heir is liable to pay the entire legal charges in arrears. The same being a 'charge' on the premises. As submitted by the Respondent BEST Undertaking these charges of electricity in arrears have been Rs. 73,346/- up to July 2013.
- 12.0 At this juncture this Forum finds it pertinent to observe that as laid down by the Division Bench of the Bombay High Court in a case of *M/s Namco Industries Pvt. Ltd. v/s State of Maharashtra (WP 9906/2010)* decided on 16/09/2011, once an electric connection is provided to the premises, then there would not be any case of *new connection* to be given to said premises and the same would be a reconnection only, attracting the provision provided under Regulation 10.5 referred to above. In consider view of this Forum, the application presently filed by the complainant therefore needs to be treated as a case of 'change of name', attracting the provision provided under Regulation 10.5, wherein the legal heir is made liable to pay the entire electricity charges in arrears of the deceased consumer, in the present case Late Shri Mohd. Idris.
- 13.0 This Forum observes that in respect of the meter, it is a statutory obligation cast on the consumer to inform to the Respondent BEST Undertaking about the lost or theft of the meter and to provide a copy of the *'First Information Report* lodged with the appropriate police station. In this regard one would find such statutory obligation being provided under Regulation 14.2.1. In the present case the complainant has

submitted in Annexure 'C' that the meter has been stolen before the year 1997, however, the FIR has been filed on 15/06/2012, placed on file before us at pg. 37/C. This Forum may hasten to observe at this juncture that at pg. 33/C there has not been a copy of FIR, but the same has been an intimation of 'non-cognizable offence', registered by the concerned police station which cannot be treated as FIR.

- 14.0 This Forum however does not find the entire blame about informing the theft of the meter to the Respondent BEST Undertaking at a belated stage lies on the complainant. At the same time this Forum finds that as submitted by the Respondent BEST Undertaking itself in its written statement in para 3.2 its meter reader has brought 'N' code remark on the *Meter Reading Folio* way back from March 2008 onward continuously. This Forum therefore finds that the Respondent BEST Undertaking was also aware that the meter was not on the board from the month of March 2008 onward.
- 15.0 To our great surprise the said meter reader in a very mechanical and in different manner went on passing the remark as 'NB' i.e. 'Not found on board' continuously and tirelessly. It is therefore blatantly manifest that despite the BEST Undertaking was aware that the meter was not available to the consumer from the month of March 2008, in a most indifferent and mechanical manner it went on not only serving a electricity monthly bill on the consumer, however, went on levying the interest and DP charges there from. We may further observe although the meter has been placed in the custody of consumer, the same has been property of the Respondent BEST Undertaking. Therefore, it cannot be so indifferent with the loss of meter, when it was aware from March 2008 onward.
- 16.0 Fact remains that when admittedly the consumer has not availed any electricity from the month of March 2008, now the Respondent BEST Undertaking is proceeding to recover the huge electricity charges of Rs. 73,346/- till July 2013, from the complainant, he being the legal heir of the deceased consumer as envisaged under Regulation 10.5. This Forum cannot give a blind eye to such stark naked fact.
- 17.0 At this juncture, this Forum may observe that admittedly the complainant has been staying in the premises which is located in a slum area and consist of a single room and the electricity is required for residential purpose. We have observed the complainant have been leading a hand to mouth life. As we find a major blame lies at the doorstep of the Respondent BEST Undertaking for not taking an appropriate stage, when it found the meter being not available on board from March 2008 till this date. We therefore, find every warrant and justification available to waive the DP and interest charges to be levied on the electricity charges in arrears now payable by the complainant. As such we find that to meet the end of justice, the present complainant is required to direct to pay only the fixed electricity charges along with cost of the lost meter. Thus far and no further.
- 17.0 In the aforesaid observation and discussion the complaint needs to be partly allowed. Accordingly, we proceed to pass the following order.

ORDER

1. The complaint no. N-G(N)-200-2013 stands partly allowed.
2. The Respondent BEST Undertaking hereby direct to prepare a fresh bill to recover only fixed charges along with cost of the meter from the complainant for providing the reconnection to his premises as applied by him, in accordance with the concerned regulation.
3. The DP charges and interest imposed on the electricity charges in arrears, therefore stands waived.
4. The Respondent BEST Undertaking to serve a fresh electricity bill as observed above within a period of one month on the complainant and to supply the electricity reconnection to the premises of the complainant within a period of one month there from.
5. The compliance of this order to be informed to this Forum within a period of one month there from.
6. Copies be given to both the parties.

(Shri S M Mohite)
Member

(Shri M P Thakkar)
Member

(Shri R U Ingule)
Chairman