

**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-FN-337-2017 dtd. 23/10/2017**

Shri Amit Balkrishnan Obhan .....Complainant

V/S

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

**Present**

**Chairman**

Quorum : Shri V. G. Indrale, Chairman

**Member**

1. Shri S.V. Fulpagare, Member
2. Dr M.S. Kamath, Member, CPO

On behalf of the Respondent : 1. Shri S.M. Sonawane, Supdt. CC(F/N)  
2. Shri D.K. Lambate, AAM, CC(F/N)

On behalf of the Complainant : 1. Shri Davinder Singh

Date of Hearing : 05/12/2017

Date of Order : 06/12/2017

**Judgment by Shri. Vinayak G. Indrale, Chairman**

Shri Amit Balkrishnan Obhan, Shop no 23, ½ Ground Floor, Indira Nagar, J. Y. Shankar Road, G T B Nagar, Mumbai - 400 037 has come before the Forum for dispute regarding refund proclain amount of Rs 7156.37/- pertaining to A/C 754-619-085 paid at the time of reconnection of electric supply.

**Complainant has submitted in brief as under :**

The complainant has approached to IGR Cell on 29/06/2017 for dispute regarding refund proclain amount of Rs 7156.37/- pertaining to A/C 754-619-085 paid at the time of reconnection of electric supply. The complainant has approached to CGRF in schedule 'A' dtd. NIL received by CGRF on 18/10/2017) as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee on his grievance.

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

- 1.0 The complainant Shri Amit Balkrishnan Obhanh had applied for new connection vide requisition no. 304270 dtd. 25/05/2017. While giving electric connection to the complainant's premises proclain amount of Rs. 7,156.37 in the name of Laxmi Prasad Jaiswal pertaining to a/c no. 754-619-085 (proclain no. 999016563 dtd. 27/05/1993) was recovered from the complainant. The complainant has paid this proclain amount of Rs. 7,156.37 on 20/07/2017 and electric supply is given to his premises.
- 2.0 As the proclain pertained to the year 1993, Administrative Order no. 367 dtd. 16/05/2012 was referred. In this order it is mentioned that, the proclain bill may be revised on the basis of the consumption for the nearer period prior to or later of the amendment period which shall not exceed 6 months and claim may be calculated as per tariff rate applicable in the tariff schedule for the year 1997.
- 3.0 The proclain bill record generated from the system and it was observed that there is no mention of amendment period which is necessary for revision of proclain amount. Efforts were made to obtain ledger statement from the date of installation of the meter. EDP Dept. had provided ledger statement from the year 1994. The ledger statement shows the consumer was having 2 meters on LT-II tariff. The installation card is not available.

**REASONS**

- 1.0 We have heard argument of Shri Davinder Singh representative of the complainant and for the Respondent BEST Undertaking, Shri S.M. Sonawane, Supdt. CC(F/N) and Shri D.K. Lambate, AAM, CC(F/N). Perused the papers.
- 2.0 After hearing the arguments and perusal of the documents, it reveals that the grievance of the complainant is in respect of directions given by the Respondent BEST Undertaking for payment of Rs. 7,156.37 when he applied for new connection for the premises. The Respondent BEST Undertaking has submitted that the amount of Rs. 7,156.37 was shown as amount of proclain bill for the year 1993 and therefore they have directed to the consumer to pay it as arrears of earlier occupier and so it is as per Regulation 10.5 of MERC (Supply Code and Other Conditions of Supply), Regulation 2005.

- 3.0 We have asked the Respondent BEST Undertaking as to how and on what basis they have carved out the amount of Rs. 7,156.37 which was due in the year 1993 and under what provision they have directed the complainant to pay the said arrears. The Respondent BEST Undertaking's officers were unable to show any document in that regard as no documents in that regard are available with them.
- 4.0 The Respondent BEST Undertaking' officers admits that the electricity connection has been given to Hasan Ansari after Laxmi Prasad Jaiswal vacated the said premises for which electricity was given. If this would be the case, then question arose before us as to why they have not claimed the said amount of Rs. 7,156.37 from Hasan Ansari as per Regulation 10.5 of MERC (Supply Code and Other Conditions of Supply), Regulation 2005. On the contrary it appears that the Respondent BEST Undertaking moved higher authority by letter dtd. 23/08/2017 and higher authority has not approved it. The higher authority directed the consumer to approach CGRF.
- 5.0 If this would be the conduct of the Respondent BEST Undertaking themselves, then it can be very well held that they have waived the right of claiming so called arrears from earlier occupier, Hasan Ansari.
- 6.0 It appears that the said electricity dues was in the name of Laxmi Prasad Jaiswal for the year 1993. The Respondent BEST Undertaking has placed on record Administrative Order no. 367 dtd. 16/05/2012 in which in col. 4, it has been mentioned that the proclaim may be revised on the basis of the consumption for the nearer period prior to or later of the amendment period which shall not exceed six months and claim may be calculated as per the tariff rate applicable in the tariff schedule for the year 1997. This Administrative Order has not been followed by the Respondent BEST Undertaking and therefore they have no right to claim the said amount for the period of more than 20 years that too without any details.
- 7.0 In view of above said discussion and the fact that the complainant had deposited the said amount of Rs. 7,156.37 in the office of the Respondent BEST Undertaking under protest and therefore he is entitled to get refund of the said amount. The complainant in prayer column has requested to refund the said amount with interest. Considering the amount and period we do not think it just and proper to award the interest on the refund amount. We think it just and proper to give the credit of said amount of Rs. 7,156.37 to the complainant in ensuing monthly electricity bill.
- 8.0 Dissenting views of S.V. Fulpagare, Member, Distribution Licensee  
In the instant case the consumer has submitted his grievance before CGR Forum and requested for refund of proclaim amount of Rs. 7,156.37 paid by him at the time of taking new electric meter for his premises with interest rate, correspondent charges and travelling charges. In this regard I have to state as follows.

As per the details and documents submitted by the Respondent BEST Undertaking, it is observed that, the electric supply required for the premises of the complainant is not in a category of new connection and it is a case of lapse reconnection. In such case

there is laid down procedure in the Undertaking and against which during site inspection of complainant's premises / carrying out scrutiny of his application by the Inspecting Authority it is observed that the premises for which the complainant had filed the application for new connection is the same premises which was earlier in possession of consumer Laxmi Prasad Jaiswal and afterwards with Md. Hassan Ansari till 19/08/1998. The details are placed pg. 15/C and 27/C. It was also observed by the Inspecting Authority that the complainant who was using electric supply from a/c no. 754-619-169.

It is further to be noted here that, as per available records the proclain amount of Rs. 7,156.37 of consumer a/c 754-619-085 is of year 1993 in the name of Laxmi Prasad Jaiswal and afterwards the premises was in possession of Md. Hassan Ansari till 19/08/1998. In a city like Mumbai, it is not possible to carry out any activity without electric supply and it is confirmed by inspection authorities during site inspection that the complainant was using electricity from above mentioned consumer account to avoid the dues payable by the complainant to the BEST Undertaking. From the above, it can be concluded that the complainant was utilizing electric supply from other source for last 19 years.

During hearing, consumer's representative argued that the details about the proclain bill are not available with the BEST Undertaking. However, it is observed that the complainant had not demanded any details about the proclain while filling his complaint application in Annexure 'C' with Respondent BEST Undertaking. In this regard, the representative of the Respondent BEST Undertaking submitted that in the cases of proclain exists without details of amendment and prior to year 1994 there is an internal Administrative Order no.367 dtd. 16/05/2012 issued by the then General Manager BEST, in which necessary guidelines are issued about how to prepare revised proclain. The Respondent BEST Undertaking submitted that as per record placed at pg. 27/C at sr. no. 10 the premises of the complainant is the same premises for which the Undertaking had supplied electricity till 1998 and as per the procedure the recoverable proclain amount is continuously shown in the bill of consumer. The Respondent BEST Undertaking's officials further submitted that, as per Regulation 10.5 of MERC (Electric Supply Code and Other Conditions of Supply), Regulation 2005 the proclain amount of Rs. 7,156.37 is charge on the premises and it is payable by the complainant. The proclain amount of Rs. 7,156.37 is beyond bar by limitation.

In view of the above and being a Member of Distribution Licensee, as per my opinion, the amount of Rs. 7,156.37 paid by the complainant against the proclain is beyond bar by limitation as per Regulation 10.5 of MERC (Supply Code and Other Conditions of Supply), Regulation 2005 as it is charge on the premises and same is payable by the complainant.

9.0 In the aforesaid facts and circumstances by majority view we pass the following order.

**ORDER**

1. The complaint no. N-FN-337-2017 dtd. 23/10/2017 stands allowed.
2. The Respondent BEST Undertaking is hereby directed to refund the amount of Rs. 7,156.37 to the complainant by giving the credit of said amount in the ensuing monthly electricity bill.
3. The compliance be reported to the Forum within one month from the date of receipt of the order.
4. Copies of this order be given to both the parties.

Sd/-  
(Shri S.V. Fulpagare)  
**Member**

Sd/-  
(Dr. M.S. Kamath)  
**Member**

Sd/-  
(Shri V.G. Indrale)  
**Chairman**