

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-D-269-2015 dtd. 01/10/2015.

Mr. & Mrs. Cyrus & Simi NallasethComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.Y. Gaikwad, Member
2. Shri S.M. Mohite, Member CPO

On behalf of the Complainant : 1. Shri Cyrus S. Nallaseth
2. Smt. Simi Nallaseth

On behalf of the Respondent : 1. Shri H.V. Vagal, DECC(D)
2. Smt S.S. Redkar, AAM CC(D)
3. Smt A.S. Kanse, AAO CC(D)
4. Shri U.K. Hegde, Sup (P), CC(D)

Date of Hearing : 24/11/2015

Date of Order : 30/11/2015

Judgment by Shri. Vinayak G. Indrale, Chairman

Mr. & Mrs. Cyrus & Simi Nallaseth, 102 Belmont Apts., 37-D, L. Jagmohandas Marg, Napean Sea Road, Mumbai - 400 036 has come before the Forum for dispute regarding high bill complaint pertaining to A/c no. 464-373-059.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 20/05/2015 for dispute regarding high bill complaint pertaining to A/c no. 464-373-059. The complainant has approached to CGRF in schedule 'A' dtd. 21/09/2015 (received by CGRF on 28/09/2015) as they were not satisfied by the remedy provided by the IGR Cell Distribution Licensee regarding their grievance.

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

- 2.0 The complainant Shri. Cyrus Nallaseth has come before the Forum regarding his grievances about high bill since 09/04/2014 to 07/08/2015 pertaining A/C 464/373/059 and for refund of security deposit paid by the earlier consumer i.e. Shri Cyrus Nallaseth amounting to Rs. 18,000.00. The account of Shri Cyrus Nallaseth was transferred from individual name to joint name, at that time new Security Deposit was paid.
- 3.0 The complainant had registered high bill complainant vide letter dated 28/07/2014. The complainant's meter No. N022665 was tested on 30/10/2014 at site and found O.K. during testing with meter reading as 6593. Same was informed to the complainant vide letter dated 31/10/2014. I.D. No 1870920
- 4.0 The complainant has filed another high bill complaint in Annexure C Form on 21/05/2015 stating that last year bills was amounting to Rs 17,292/- for the period 10/03/2014 to 09/04/2014. This year the bill is of Rs 32,743/- for the period 09/03/2015 to 07/04/2015 which is almost double despite of the fact that they have spent a lot of money to change their Air Conditioners to five star inverter type and change their bulbs by LED bulbs. Even when they were out of the country, their bills are high.
- 5.0 The complainant's meter No N022665 was tested on 03/06/2015 and found off load working. Connected load found 24.00 KW. This defective meter is replaced by meter No. N092519 on 03/07/2015 after vigilance clearance. The defective meter No N022665 was sent for lab testing to Meter Department. Accordingly, the complainant consumer was informed by Meter's Department telephonically to witness meter testing at Meter Testing Laboratory situated at Walada on 17/07/2015 at 10:30 Hrs . However meter testing was rescheduled on 21/07/2015 at 10:30 Hrs due to some urgent meeting of the complainant. During meter testing ***"Meter found getting pulses without load, Abnormal Voltage and Current, hence meter accuracy cannot be taken."***
- 6.0 Security Deposit will be refunded to Shri Cyrus Nallaseth on submission of request letter alongwith the original receipt of Security Deposit. Necessary dr/cr is carried out and net credit of Rs. 64,470.31 will be affected in ensuing bill.

REASONS

- 7.0 We have heard arguments of the complainant in person and for the Respondent BEST Undertaking Shri H.V. Vagal, DECC(D), Smt S.S. Redkar, AAM CC(D), Smt A.S. Kanse, AAO CC(D) and Shri U.K. Hegde, Sup (P), CC(D). We have perused the written

statements filed by the Respondent BEST Undertaking alongwith the document at Exhibit 'A' to 'I'.

- 8.0 It is the grievance of the complainant that since June 2014 he is receiving high bill of electricity as compared to earlier years. He has further submitted that when meter was tested in the lab, it was found rusty and defective and therefore he is entitled to get the average bill and credit note. The Respondent BEST Undertaking has submitted that when for the first time he has made the complaint of high bill on 27/07/2014, they have tested the meter on site and it was found OK (Exhibit 'C' pg. 61/C). After going through the record it appears that again on 21/05/2015, the complainant has made complaint of high bill and meter was tested on 03/06/2015 on site and it was found "OFF Load working". It reveals that again the said meter was tested in lab at Wadala and it was found that getting pulses without load, abnormal voltage and current, hence meter accuracy cannot be taken and in remark column meter is marked as "defective". Considering all these documents and contention of rival parties we have to see the grievances of the complainant since 27/07/2014 as for the first time he made the complaint of high bill.
- 9.0 The complainant has vehemently submitted that he never received the bill in between 2000-3000 units and because of defective meter the reading was recorded on higher side and therefore excess bill is charged and hence he is entitled to get the credit. The Respondent BEST Undertaking in written statement has submitted that as per proposal of department it was suggested to work out the credit / debit adjustment prior to consumer's earlier letter i.e. 28/07/2014 till replacement of meter by considering the base period from 04/04/2013 to 09/04/2014 i.e. 12 months and amendment period from 09/04/2014 to 07/08/2015 i.e. 16 months with average of 1657 units per month. The Respondent BEST Undertaking has placed on record the said calculations at Exhibit 'I' which consists of pg. 79 to 91. After perusal of those documents, it appears that IGRC has given the credit note of Rs. 73,906.00.
- 10.0 In written statement, it has been submitted that even though the Respondent BEST Undertaking has given the proposal of credit note of Rs. 73,906.00, the Audit Dept. had disagreed with the said proposal and suggested to re-work out the credit and debit adjustment with remarks, "before and after the disputed period consumption is progressive and similar to his average consumption till April 2015 then after prepare amendment for three months and work out slab benefit for two months." In view of this remark of Audit Dept., the credit amount was revised from Rs. 73,906.23 to Rs. 64,470.31. The Respondent BEST Undertaking has placed on record the said calculation done as per the suggestion of Audit Dept. and same is at Exhibit 'J' which consist of pg. 93 to 99.
- 11.0 This Forum has cautiously gone through the credit note prepared by the Respondent BEST Undertaking which is at Exhibit 'I' and 'J'. The Respondent BEST Undertaking has placed on record Meter Ledger Folio of meter no. 022665 from January 2012 to August 2015. After going through the same it appears that during the period January 2012 to April 2014 the complainant has received the bill of units in between 1600 to

1900 except for the month November 2013 and January 2014, units recorded are shown as 2396 and 2613. It appears that bill for the month of December 2013 was not issued so there is increase in units for the month of November 2013 and January 2014. Considering the Meter Ledger Folio which is at pg. 93/C, this Forum finds that the grievance of the complainant is genuine. We are saying so because of results of meter testing report at Exhibit 'H'. We have considered the Regulation 15.4 reproduced below and it reveals that as per the said Regulation, IGRC has rightly carved out average bill of 1657 units by taking base period 04/04/2013 to 09/04/2014 and issued average bill for the period 09/04/2014 to 07/08/2015.

Regulation 15.4 Billing in the Event of Defective Meters

15.4.1 Subject to the provisions of Part XII and Part XIV of the Act, in case of a defective meter, the amount of the consumer's bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the results of the test taken subject to furnishing the test report of the meter alongwith the assessed bill.

Provided that, in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per clause 15.4.1 above and, in case of tampering as per Section 126 or Section 135 of the Act, depending on the circumstances of each case.

Provided further that, in case the meter has stopped recording, the consumer will be billed for the period for which the meter has stopped recording, up to a maximum period of three months, based on the average metered consumption for twelve months immediately preceding the three months prior to the month in which the billing is contemplated.

- 12.0 In view of this aspect, this Forum do not find any reason for Audit Dept. to give suggestion of amendment and thereby credit amount was revised from Rs. 73,906.00 to Rs. 64,470.00. Thus in our opinion the complainant is entitled to get credit note of Rs. 73,906.00 for the period 09/04/2014 to 07/08/2015 i.e. till the meter is replaced.
- 13.0 It appears that the complainant has also grievance regarding the security deposit which the complainant is required to deposit in view of change of name. On this point, the Respondent BEST Undertaking while arguing the matter has fairly conceded that they are ready to refund the amount to the complainant. The complainant has submitted that he would approach the Wadala office of BEST Undertaking and get the refund. Thus now there is no grievance of the complainant regarding the refund of amount which he had paid in excess for change in name.

14.0 For the above said reason the Forum find substance in the complaint of the complainant for high bill for the period from 09/04/2014 to August 2015. It is not out of place to observe that the Audit Dept. without any just and sufficient cause has not approved the proposal of IGRC for giving the credit note of Rs. 73,906.00 and given suggestion to revise it as per their contention. Thus the complaint deserves to be allowed as under.

ORDER

1. The complaint No. S-D-269-2015 dtd. 01/10/2015 stands allowed.
2. The Respondent BEST Undertaking is hereby directed to give credit bill of Rs. 73906.00 for the period 09/04/2014 to 07/08/2015 instead of Rs. 64,470.00 to the complainant and accordingly issue revise bill and report the compliance within one month period from the date of receipt of the order.
3. Copies of this order be given to both the parties.

(Shri S.Y. Gaikwad)
Member

(Shri S.M. Mohite)
Member

(Shri V.G. Indrale)
Chairman