

**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-303/2016 dtd. 25/07/2016.**

Shri H.B. Roongta .....Complainant

V/S

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

**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 Harshvardhan Roongta

On behalf of the Respondent : 1. Shri H.V. Vagal, DECC(D)  
2. Shri A.S. Pradhan, AECC(D)  
3. Smt S.S. Redkar, AAM (IGR + PIO)

Date of Hearing : 22/09/2016

Date of Order : 29/09/2016

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

Shri H.B. Roongta ,14, 4<sup>th</sup> floor, 31/B, Bhagwati Bhavan, M.L. Dahanukar Marg, Carmichael Road, Cumballa Hill, Mumbai - 400 026 has come before the Forum for dispute regarding debit of defective meter amendment amounting to Rs. 34,440.44 in billing month September 2015.

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

The complainant has approached to IGR Cell on 26/04/2016 dispute regarding debit of defective meter amendment amounting to Rs. 34,440.44 in billing month September 2015. The complainant has approached to CGRF in schedule 'A' dtd. 11/07/2016 (received by CGRF on 18/07/2016) 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 :**

- 2.0 The complainant Shri H.B. Roongta came before the Forum regarding his dispute about net debit of Rs. 35,440.44 towards the 'stop meter' amendment for the period June 2012 to September 2012 in the billing month September 2015. Fearing disconnection, the complainant had paid the amount under protest. The complainant has requested to the Forum to refund the said amount along with interest.
- 3.0 The electric supply was given to the complainant's premises through meter no. N820119, a/c no. 859-091-019\*2. This meter was working normal till June 2012. This meter has stopped working from July 2012. The complainant was charged for low for the month August 2012, September 2012 & October 2012 in comparison to his previous month's bills.
- 4.0 This case was surfaced in the month of November 2012 under yellow memo (YM) by the system for the reason reverse meter reading. ID 1266140 dtd. 16/11/2012 generated for meter testing. On 25/11/2012, meter no. N820119 tested and found stopped working. Hence meter no. N820119 was replaced by meter no. M116827 on 11/01/2013. During this period of six months the consumer was charged for minimum charges.
- 5.0 As per Regulation 15.4.1 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulation, 2005 and amendment was preferred for the period 09/06/2012 to 10/09/2012 amounting to Rs. 35,440.44 and same was debited and reflected in the billing month September 2015. On receipt of the letter dtd. 13/10/2015, the amendment letter bearing details of calculation was given to the complainant on 02/11/2015.
- 6.0 The complainant has raised the objection for debiting the amendment claim of Rs. 35,440.44 in the billing month September 2015 stating that as per section 56(2) of E.A., 2003, recovery cannot be done after two years from the consumer.
- 7.0 This amendment claim first informed to the complainant on 19/09/2015 i.e. this claim is first due from 19/09/2015. The electricity supply is not disconnected and sum is shown continuously as recoverable as arrears of charges for electricity supplied. Hence section 56(2) of E.A., 2003 is not applicable in this case. This recovery done under the head of amendment and claim arising out of 'stop meter' is correct and legitimate. Therefore it is not require to refund the paid amount of Rs. 35,440.44.

## REASONS

- 8.0 We have heard argument of the complainant in person and for the Respondent BEST Undertaking Shri H.V. Vagal, DECC(D), Shri A.S. Pradhan, AECC(D) & Smt S.S. Redkar, AAM (IGR + PIO) and perused the documents filed by the complainant along with Schedule 'A' and written statement filed by the Respondent BEST Undertaking along with documents marked as Exhibit 'A' to 'D'.
- 9.0 The complainant has vehemently submitted that the amount of Rs. 35,440.44 recovered by the Respondent BEST Undertaking in the month of October 2015 is barred by section 56(2) of E.A., 2003. The said amount has been claimed as amendment bill for the month of June 2012 to September 2012 and said amount was reflected in the bill of September 2015. According to the Respondent BEST Undertaking, meter no. N820119 was working normal till June 2012. This meter was found defective from July 2012 and the same was replaced on 11/01/2013 by new meter no. M116827. During this period the consumer was charged low bill for the month of August to October 2012 in comparison to previous months' bills. In the month of November 2012, meter no. N820119 was tested on 25/11/2012 and found stopped working. In this month the consumer was charged 814 units with the remark "the current reading less than previous". So according to the Respondent BEST Undertaking, the consumer was charged low bill for six months but as per MERC Regulation 2005, clause 15.4.1 the amendment was calculated for three months only, so the amount claimed and amendment bill is legal as it has been charged for the electricity consumed by the complainant.
- 10.0 After hearing the argument, the only question poses before us is whether the amendment bill claimed by the Respondent BEST Undertaking is within limitation as per section 56(2) of E.A., 2003.
56. 1) xxx xxx xxx
- 2) *Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.*
- 11.0 In view of above said provisions, it appears that no sum due from any consumer u/s 56(2) shall be recoverable for the period of two years from the date when such sum becomes first due unless such sum has been shown continuously as recoverable as arrears of charges of electricity. The word "**shall**" denotes that the provision is mandatory and not discretionary. The officer of the Respondent BEST Undertaking has submitted that the ratio laid down in ***M/s Rototex Polyester v/s Administration, Administrator Dadra Nagar Haveli, Electricity Department, Silvassa (W.P. no. 7015/2008 order dtd. 20/08/2009)*** is squarely applicable to this case. We are

unable to accept this contention as from the record in any case it cannot be held that there is clerical mistake on the part of employees of the Respondent BEST Undertaking in claiming the said amount within stipulated time of limitation. The ration laid down in the above said case law, it has been held that if there is human error in that case the limitation shall start from the date of issue of valid bill or notice. Such is not the case before us as the Respondent BEST Undertaking had knowledge of stop meter and charging of low bill in the month of June to September 2012. In spite of this, they have not taken any pain to recover the said amount within two years. The contention of the Respondent BEST Undertaking that as per section 56(2) of E.A., 2003 the sum recovered from the complainant becomes first due on 19/09/2015 is not at all acceptable. The explanation given by the Respondent BEST Undertaking regarding delay in claiming the amendment bill is not at all acceptable to the mind of prudent man.

- 12.0 For the above said reasons, this Forum finds force in the submission of the complainant that the claim is barred by section 56(2) of E.A., 2003. The next question which poses before us is as to whether complainant is entitle to get the refund of said amount as he had already paid the said amount in the month of October 2015 under protest. On this point we wish to observe that the Respondent BEST Undertaking has claimed the amendment bill for the month from June to September 2012 in the month of September 2015 and under fear of disconnection the complainant must have deposited the said amount, thus the complainant is entitle to get the adjustment of said amount in ensuing bills.
- 13.0 Having regard to the above said discussion we find substance in the grievance of the complainant that amount of Rs. 35,440.44 as claimed by the Respondent BEST Undertaking is barred by limitation as per section 56(2) of E.A., 2003. Thus the complaint deserves to be allowed and we direct the Respondent BEST Undertaking to adjust the said amount of Rs. 35,440.44 in the electricity bill of ensuing month. In result we pass the following order.

#### ORDER

1. The complaint no. S-D-303/2016 dtd. 25/07/2016 stands allowed.
2. The Respondent BEST Undertaking is hereby directed to adjust the amount of Rs. 35,440.44 as paid by the complainant in the month of October 2015 in the ensuing electricity bill and report the compliance within 30 days from the date of the receipt of 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