

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)-273-2015 dtd. 13/11/2015.

Smt. Hasmatunnisa W. ShaikhComplainant

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 Farid Khan

On behalf of the Respondent : 1. Shri M.A. Qureshi, Supdt., CC(G/N)
2. Smt. P.S. Kekane, AAM CC(G/N)
3. Shri M.S. Dandekar, Sup(P), CC(G/N)

Date of Hearing : 18/12/2015

Date of Order : 06/01/2016

Judgment by Shri. Vinayak G. Indrale, Chairman

Smt. Hasmatunnisa W. Shaikh, GNMC-C-288 O, Shakir Compound, 10 Dharavi Main Rd., Dharavi, Mumbai - 400 017 has come before the Forum for the high bill due to debiting of amendment bill for the period April 2008 to August 2008 pertaining to A/c no. 781-098-059*5.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 21/02/2014 for the high bill due to debiting of amendment bill for the period April 2008 to August 2008 pertaining to A/c no. 781-098-059*5. The complainant has approached to CGRF in schedule 'A' dtd. 06/11/2015 (received by CGRF on 10/11/2015) as she was not satisfied by the remedy provided by the IGR Cell Distribution Licensee regarding her grievance.

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

- 2.0 The complainant Smt. Hasmatunnisa W. Shaikh has come before the Forum disputing for debiting of an amount of Rs. 66,904.02/- in the month of March 2009 towards stolen meter amendment for the period 30/04/2008 to 28/07/2008 pertaining to a/c no. 781-098-059*5.
- 3.0 Initially electric supply was given to the premises under reference in the name of Shri Safatali Juman through meter no. N028635 from 29/03/2007 under a/c no. 781-098-059*5. This meter has recorded progressive consumption upto 30/04/2008. In the month of May 2008, meter no. N028635 not found on board. Hence, the complainant was billed on average basis as per 1000 units for the month June 2008 and July 2008.
- 4.0 Old consumer, Shri Safatali Juman has registered FIR for meter number N028635 as stolen meter at Sahu Nagar police station on 30/09/2008 stating that , electric supply to his premises was available upto 24/08/2008. After completion of procedure new meter M082006 was installed on 23/12/2008 for premises under reference. However, the new mete No M082006 was updated in the system in February 2014.
- 5.0 An amendment was preferred for undercharged 6224 units amounting to Rs 66,904.02 for the period 30/04/2008 to 24/08/2008 by considering monthly average as 2056 units. This monthly average was calculated for base period 01/11/2007 to 29/04/2008. The amendment was debited in March 2009.
- 6.0 The complainant Smt. Hasmatunnisa W. Shaikh has applied for change of name vide Reqn No 3273 dated 12/02/2009. Accordingly change of name was effected from April 2009.
- 7.0 The complainant has attached agreement copy of 2008 as a proof of purchase of the said premises from Shri safatali Juman along with her application dated 04/06/2009 for high bill. In this application he has requested to revise the amendment bill on the basis of consumption recorded by new meter M082006.
- 8.0 The complainant has raised her dispute in Ann. C Form dated 13/02/2013 for the debit of Rs 66,904.02 towards stolen meter amendment stating that she had purchased the said premises from Shri Safatali Juman in March 2008. This Ann C compliant was withdrawn vide her application dated 10/02/2014. The complainant has again complaint in Ann C format on 21/02/2014.
- 9.0 The present consumption of the complainant is in line with the previous consumption varying between 690 units to 3636 units per month. Hence amendment raised is correct.

REASONS

- 10.0 We have heard the arguments of the representative of the complainant Shri Farid Khan and for the Respondent BEST Undertaking, Shri M.A. Qureshi, Supdt., CC(G/N), Smt. P.S. Kekane, AAM CC(G/N), Shri M.S. Dandekar, Sup(P), CC(G/N).
- 11.0 The complainant has come with a grievance of high bill issued by passing amendment bill for the period of April 2008 to August 2008. The Respondent BEST Undertaking has vehemently submitted that the debit note issued by them is correct as old consumer Shir Safat Ali has registered FIR for theft of meter no. N028635 on 30/09/2008 in which he has stated that the electric supply to his premises was available up to 24/08/2008. In view of this aspect, the Respondent BEST Undertaking has passed debit note for 6224 under charged units amounting to Rs. 66,904.02 for the above said period by calculating six monthly average during the period from 01/11/2007 to 29/04/2008 as 2056 units. The complainant has submitted that the action of the Respondent BEST Undertaking charging the average monthly bill on the basis of old meter reading is not proper and they have to charge average monthly bill as per units recorded by new bill. This contention of the complainant is not at all sustainable as for charging the average bill for the period 30/04/2008 to 28/08/2008, the Respondent BEST Undertaking is required to charge it as per units recorded by old meter.
- 12.0 We have carefully gone through debit note Exhibit 'G' passed by the Audit Department of the Respondent BEST Undertaking and it appears that they have passed the debit note after considering the conduct of the old consumer who has filed the complaint for theft of electric meter as meter was not on board and therefore there was no consumption on record. The complainant in his complaint in FIR has stated that there was electricity to the premises till 24/08/2008. The Respondent BEST Undertaking has charged average bill of 1000 units for the month of June 2008 and for the month of July 2008 and thereafter meter was not on board so no bill was charged. Thus after perusal of the debit note, it is crystal clear that the Audit Dept. has correctly carved out the amount of Rs. 66,904.02 for 6224 units. Thus we do not find any substance in the grievance of the complainant regarding debit note as the consumer was utilizing the electricity for commercial purpose.
- 13.0 The complainant has further submitted that she had purchased the premises in the month of March 2008 and the debit note was passed for the period from 30/04/2008 to 24/08/2008 in which period earlier owner was utilizing the electricity and therefore she is not responsible for the amount claimed by passing the debit note. However considering the date of purchase of the premises and the period for which the debit note is passed, the grievance of the complainant is not at all sustainable. The complainant has relied upon clause 8 of the agreement for sale which is on pg. no. 57/C and submitted that her vender / earlier owner has taken responsibility to pay all the dues / taxes and other out going to the concerned authority. The said agreement for sale is between the parties and Respondent BEST Undertaking is not at all concerned with the terms and conditions recorded therein. The record goes to show that the complainant has prayed for change in name and therefore she was under

obligation to pay the dues while recording her name on record. In this case, it appears that the debit note was passed after change in name so arrears would not have been reflected in the record. If the complainant wishes to stick up with clause 8 of Agreement for Sale then she has every right to take legal recourse to recover the said dues from earlier owner.

- 14.0 After going through the record it is crystal clear that the Respondent BEST Undertaking has debited an amount of Rs. 66,904.02 in the bill for the month of March 2009 issued to the complainant. Thus the cause of action arose for the complainant to make the grievance in respect of debit note on March 2009. The complainant was required to file the complaint within two years from March 2009. The complainant has filed the complaint before Customer Care on 04/06/2009 Exhibit 'K'. However, it appears that she did not pursue with the said complaint and filed another complaint for her grievance on 13/02/2013 and 21/02/2014. In view of this aspect as per Regulation 6.6, the Forum shall not admit any grievance unless it is filed within two years from the date of which the casus of action arose. We think it just and proper to reproduce Regulation 6.6 which runs as under :

Regulation 6.6 : "The Forum shall not admit any grievance unless it is filed within two years from the date of which the cause of action has arisen."

In view of the Regulation 6.6, this Forum has no jurisdiction to entertain the complaint. The cause of action arose for the complainant in March 2009 and she approached the IGRC and Forum in the year 2014. The word 'Shall' has been used in the Regulation 6.6, so we have least hesitation to hold that the complaint is barred by the limitation.

- 15.0 It appears from the record that the complainant has given reference of filing her complaint on 04/06/2009 in complaint dtd. 13/02/2013 as well as dtd. 21/02/2014, that does not extend the period of limitation for two years for filing the complaint. It was for the complainant that if her complaint dtd. 04/06/2009 has not been entertained by IGRC, she had every right to approach this Forum after expiry of two month's period as per Regulation 6.6. Such action has not been taken by the complainant and therefore the grievance put forth by the complainant by the above said two complaints cannot be entertained by the Forum. The record goes to show that the complainant has got withdrawn the complaint dtd. 13/02/2013 containing that her grievance has not been considered by IGRC and therefore she has withdrawn the complaint. Again the complainant has filed the complaint on 21/02/2014 making the same grievance. So having regard to this legal aspect of the case, the Forum has no jurisdiction to entertain the complaint as per Regulation 6.6.

- 16.0 It is not out of the place to observe that the Respondent BEST Undertaking has permitted the complainant to make the part payment and therefore the arrears has been accumulated and thereby the complainant has avoided to clear all the dues. If this would be the conduct of the officials of the Respondent BEST Undertaking then it being the Public Undertaking they should sympathetically consider the request of the

complainant to exempt the DPC and interest charged on every month on arrears. We are making this observation considering the fact that arrears in the month of March 2009 was Rs. 66,904.02 and now it has increased up to Rs. 3,70,000.00 that to from time to time the complainant has made part payment as allowed by the officials. Considering all these circumstances, it is expected from the Respondent BEST Undertaking which is a Public Undertaking to consider request of the complainant sympathetically to waive the DP and interest and thereby the complainant would be in a position to pay all the arrears and in that case the Respondent BEST Undertaking will be benefited by recovery of the arrears.

17.0 For the above said reasons we do not find grievance in the complaint as the same cannot be entertained in view of Regulation 6.6. In result we pass the following order.

ORDER

1. The complaint No. N-G(N)-273-2015 dtd. 13/11/2015 stands dismissed.
2. 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