

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-GN-343-2017 dtd.08/12/2017

Shri Mehmoodul H. KhanComplainant

V/S

B.E.S.&T. UndertakingRespondent

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 K.A. Kulkarni, Supdt. CC(G/N)
2. Smt. P.S. Kekane, AAM IGRCC(G/N)

On behalf of the Complainant : 1. Shri Farid Khan

Date of Hearing : 01/02/2018

Date of Order : 07/02/2018

Judgment by Shri. Vinayak G. Indrale, Chairman

Shri Mehmoodul Hasan Khan, GNMR 80/205, Ground floor, Plot no. 12, Banwari Compound, Patra Shed, Dharavi Main Road, Dharavi, Mumbai - 400 017 has come before the Forum for dispute regarding debiting of claim amounting to Rs. 5,87,359.70 towards defective meter amendment for the period 09/01/2016 to 28/04/2016 pertaining to A/C 781-115-008 in the bill for the month December 2016.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 10/03/2017 for dispute regarding debiting of claim amounting to Rs. 5,87,359.70 towards defective meter amendment for the period 09/01/2016 to 28/04/2016 pertaining to A/C 781-115-008 in the bill for the month December 2016. The complainant has approached to CGRF in schedule 'A' dtd. 29/11/2017 received by CGRF on 30/11/2017) 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 Mehmoodul H. Khan came before the Forum regarding his dispute about debiting of claim amounting to Rs. 5,87,359.70 towards defective meter amendment for the period 09/01/2016 to 28/04/2016 pertaining to a/c no. 781-115-008 in the bill for the month December 2016.
- 2.0 Electric supply given to the complainant's premises under reference through meter no. N114018 from 13/09/2013 for commercial purpose against a/c no. 781-115-008 with sanctioned load 11 kw. Meter no. N114018 had recorded steady consumption from the date of installation (average monthly consumption between 12000 units to 19000 units) upto December 2015. The meter reader has brought meter reading of meter no. N114018 as 421161 units in December 2015.
- 3.0 Meter no. N114018 has stopped recording consumption from January 2016 and the consumer was billed on estimated average basis during the period January 2016 to April 2016 as 2200 units in January 2016, 18751 units in February 2016 and 2200 units in March 2016 and April 2016.
- 4.0 Meter no. N114018 was tested at site on 28/04/2016 and found 'No Display'. Total connected load was found 31.4 kw. On 28/04/2016 meter no. N114018 was replaced by meter no. N158658 for the reason 'No Display'. Meter no. N114018 was tested in lab on 02/06/2016 and found defective (Push Button Defective).
- 5.0 Necessary amendment for defective meter was preferred for the period 09/01/2016 to 28/04/2016 on the basis of old meter average 14933 units recorded during the period 11/12/2014 to 09/12/2015. This has resulted in net debit of Rs. 5,87,359.70 and same is reflected in billing month December 2016.
- 6.0 As per payment history, the consumer is not regular in payment of monthly bills from the date of installation. Out of 50 monthly bills issued the consumer had made payment only 14 times. As on November 2017, total outstanding bill Rs. 5,49,369.44. The complainant is liable to pay same.

REASONS

- 1.0 We have heard argument of Shri Farid Khan, representative of the complainant and for the Respondent BEST Undertaking K.A. Kulkarni, Supdt. CC(G/N) and Smt. P.S. Kekane, AAM IGRCC(G/N). Perused documents filed by either party to the proceedings as well as written statement filed by the Respondent BEST Undertaking marked as 'A' to 'F'.
- 2.0 The representative of the complainant has vehemently submitted that debit note of Rs. 5,87,359.70 passed in respect of amendment of defective meter no. N114018 is not legal and the said amount under debit note has been added in electricity bill for the month of December 2016 and therefore the complainant made the complaint of high bill. The Respondent BEST Undertaking has submitted that they have passed above said debit note as per Regulation 15.4.1 of MERC (Electricity Supply Code and Other Conditions of Supply), 2005. For the period 09/01/2016 to 28/04/2016 on the basis of old meter average of 14933 units per month recorded during the period of December 2014 to December 2015. Thus, the Respondent BEST Undertaking has submitted that there is no infirmity in carrying out the amendment of defective meter no. N114018 as the complainant was using electricity for commercial purpose.
- 3.0 Having regard to the above said submission we have cautiously gone through the amendment carried out by the Respondent BEST Undertaking as shown on pg. 45/C to 47/C and satisfied that the Respondent BEST Undertaking has properly carried out the amendment as per Regulation 15.4.1 of MERC (Electricity Supply Code and Other Conditions of Supply), 2005. We asked the representative of the complainant to go through the said amendment and after seeing the relevant papers he has fairly conceded that amendment is as per Regulation 15.4.1. However, the representative of the complainant has submitted that due to present financial crises the complainant is not in a position to pay the above said amount under debit note as one stroke and therefore prayed to award suitable installment for payment of electricity dues.
- 4.0 We have gone through the record more particularly meter ledger folio showing the units consumed by the complainant and electricity dues paid by the complainant. It appears that the complainant was not regular in payment of monthly electricity bills and therefore the amount has been increased by adding DPC and interest. We have gone through meter ledger folio on pg. no. 25/C (Exhibit 'C') and it appears that although an amount of Rs. 5,87,359.70 was debited in the electricity bill for the month of December 2016, the complainant from time to time has deposited the amount and thereby total dues remain to be paid as on November 2017 appears to be Rs. 5,49,369.44. Thus, we think it just and proper to award installment for payment of electricity dues of Rs. 5,49,369.44 as due on November 2017. The representative of the complainant has submitted to award 12 equal monthly installments for payment of dues. We do not think it just and proper to award 12 equal monthly installments. However, considering the dues we think it just and proper to award six equal monthly installments for payment of dues. The complainant must pay the present monthly electricity bill along with the above said installments. We think it just and proper to direct the Respondent BEST Undertaking not to levy DPC and interest since the December 2017. If the complainant fails to pay any of the installment then he will be liable to pay DPC and interest.

5.0 For the above stated reasons we do not find any substance in the grievance of the complainant. We think it just and proper to partly allow the complaint to the extent of awarding the monthly installment as stated above. In result we pass the following order.

ORDER

1. The complaint no. N-GN-343-2017 DTD. 08/12/2017 stands partly allowed.
2. The Respondent BEST Undertaking is hereby directed to allow the complainant to pay electricity dues of Rs. 5,49,369.44 in equal six monthly installments without levying DPC and interest.
3. The complainant is hereby directed to pay monthly electricity bills along with equal six monthly installments.
4. If the complainant fails to pay any of the installments, he will be liable to pay DPC and interest.
5. 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