

**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)-333-2017 dtd. 03/10/2017**

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

On behalf of the Complainant : 1. Shri Farid Khan

Date of Hearing : 15/11/2017

Date of Order : 20/11/2017

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

Mr. Mukhtar Rehmatullah, Ground floor, Plot - 1, Navrang Compound Patra Shed, Dharavi Main Road, Mahim Rly Station (E), Dharavi, Mumbai - 400 017 has come before the Forum for dispute regarding debiting of Rs. 5,28,575.11 towards amendment in the billing month of May, 2017 pertaining to a/c no. 781-005-627.

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

The complainant has approached to IGR Cell on 17/07/2017 for dispute regarding debiting of Rs. 5,28,575.11 towards amendment in the billing month of May, 2017 pertaining to a/c no. 781-005-627. The complainant has approached to CGRF in schedule 'A' dtd. 26/09/2017 received by CGRF on 27/09/2017) 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 Shri Mukhtar Rehmatullah came before the Forum regarding his dispute about debiting of Rs. 5,28,575.11 towards amendment pertaining to a/c no. 781-005-627 in billing month May 2017.
- 2.0 Electric supply was given to the complainant premises through meter no. A111964 from June 2011 for commercial purpose having a/c no. 781-005-627. This meter has recorded average monthly consumption of 5199 units upto June 2012. On 15/10/2012 meter no. A111964 was tested on site by accu-check machine against high bill complaint (ID1165815 dtd. 10/08/2012) and found 6.1% fast. Hence meter no. A111964 was replaced on 27/11/2012 by meter no. N109732 (initial reading 2 units). Final reading recorded by the meter no. A111964 was 52965 units. Inadvertently meter no. N109732 was updated in the system in February 2015 and consumer was billed on estimated basis for the period October 2012 to February 2015.
- 3.0 In the month of December 2014, Meter Reader has brought meter reading of meter no. N109732 as 56479 units. Necessary dr/cr was preferred for the period 18/05/2012 to March 2015 towards refund of high bill complaint against meter no. A111964 upto replacement of meter N107932. This has resulted in net debit of Rs. 5,28,575.11 and same was reflected in bill for the month of June 2017.
- 4.0 The meter No N109732 was replaced meter No M142889 on 08/02/2015 under technical complainant (ID 2120676). However correct meter reading was recorded by the meter reader against the head - extra meter found in the cabin. The reading of meter number N109732 recorded by the meter reader in December 2014 was 56479.
- 5.0 While carrying investigation on 25/09/2014 against nil / low memo pertaining to a/c 781-000-001 , meter no L110802 name of the consumer Shamhudajama R Shaikh, it was observed that, electric supply was used through meter no M142889 and meter number L110802 was kept idle.

**REASONS**

- 1.0 We have heard the arguments 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, CC(G/N). Perused the documents filed by the complainant along with Annexure 'C' and written statement filed by the Respondent BEST Undertaking along with documents marked at Exhibit 'A' to 'H'.

2.0 The representative of the complainant has vehemently submitted that the Respondent BEST Undertaking has illegally issued debit note for the period from 18/05/2012 to 11/03/2015 on 18/07/2017 which is barred by limitation and therefore the Respondent BEST Undertaking has no right to recover the said amount of Rs. 5,28,575.11 from the complainant. Against this, officers of the Respondent BEST Undertaking have submitted that they have read the meter from the date of installation i.e. 22/10/2012. Till 07/05/2013 meter reading was recorded on meter reading folio, copy placed at pg. 25/C and afterwards meter reading was taken through RAMCRAM instrument and also uploaded its recorded reading in the system till December 2014. The system generated report of the same is placed at pg. 39/C. They have not updated the meter bearing no. N109732 which was affixed on 22/10/2012 due to upgradation of recording of meter reading from meter reading folio to RAMCRAM machine and they have updated it in February 2015. Therefore they have taken last reading recorded by meter no. N109732 as 56479 units in the month of December 2014 for billing purpose and for giving slab benefit they have carved out the dr/cr note.

3.0 We have cautiously gone through the record more particularly written statement and debit note prepared by the Respondent BEST Undertaking and it appears that the debit note and credit note passed by the Respondent BEST Undertaking is not in accordance with the Regulation 15.4 of MERC (Electricity Supply Code and Other Conditions of Supply) Regulation, 2005. We are saying so because as per written statement filed by the Respondent BEST Undertaking in para no. 1.5 it has been mentioned that the consumer had registered high bill complaint against the meter no. A111964 on 10/08/2012. The meter was tested on 15/10/2012 and same was found defective as 6% fast. In view of this contention in written statement, it was expected from the Respondent BEST Undertaking to test the meter in lab and to submit the copy of test report and to carve out the amendment bill as per MERC Regulation 15.4. It is pertinent to note that in this case the Respondent BEST Undertaking has carved out the amendment bill by taking the average bill for subsequent period of high bill complaint from October 2012 to October 2013 and carved out average bill as per average monthly consumption of 1948.25 units. This is absolutely against the MERC Regulation 15.4. We think it just and proper to reproduce relevant provision of MERC Regulation 15.4 which deals with billing in the event of defective meter.

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 along with the assessed bill.*

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- 4.0 Considering Regulation 15.4.1, the Respondent BEST Undertaking was required to carry out amendment bill for three months prior to month in which the dispute has arisen in accordance with the results of the test taken subject to furnish the test report of the meter along with assessed bill. If viewed from this angle, the Respondent BEST Undertaking was required to prepare dr/cr note in respect of meter no. A111964 for three months prior to the date of complaint i.e. 10/08/2012 and units recorded for three months comes to 4229. The said meter was fast by 6% and therefore they were required to deduct 705 units from 4229 which comes to 3524 units. Against this the Respondent BEST Undertaking carved out the amendment bill for the above said meter by taking the average of subsequent 12 months and carved out 1948 units per month and thereby charged debit of 4844 units. In fact the Respondent BEST Undertaking was expected to charge debit note of 3524 units by giving the credit of 705 units. Considering this illegal mode applied by the Respondent BEST Undertaking for carrying out the amendment, we think it just and proper to direct the Respondent BEST Undertaking to carve out the dr/cr note as per MERC Regulation 15.4.1 in respect of meter no. A111976 separately and issue revised debit note in that regard.
- 5.0 The second contention of the complainant is that the debit note passed by the Respondent BEST Undertaking in respect of meter no. N109732 for the period October 2012 to February 2015 is barred by limitation as they have served the debit note on 18/07/2017. The representative of the complainant has not seriously disputed the fact that although meter no. N109732 was installed on 22/10/2012, it was updated in the month of February 2015. On this point the Respondent BEST Undertaking's officers have vehemently submitted that during this period the process of computerization of system was going on by adopting RAMCRAM method against the earlier method of recording meter reading on meter reading folio. As well as there was heavy work load of complaints in Dharavi area the meter was not updated immediately and finally it was updated in the month of February 2015. The Respondent BEST Undertaking has submitted that it was human error as electricity consumed by the consumer through meter no. N109732 has been used by the complainant and the meter reading was recorded periodically. Hence he is liable to pay the charges as per the consumption recorded by meter N109732.
- 6.0 On the point of limitation we rely upon the ruling in *M/s Rototex Polyester & Anr. v/s Administrator, Administration of Dadra & Nagar Haveli, Silvassa* in which it has been held that the period of limitation commence when such sum became first due. *The Hon'ble Delhi High Court in case between H.D. Shouri v/s Municipal Corporation of Delhi, A.R. 97 Delhi 2011* has held that the word 'Due' in this context would mean due and payable after valid bill has been sent to the consumer. In view of this ratio the revised amount first became due in this case is on 21/07/2017.
- 7.0 Having regard to the above said legal position we held that there was human error in updating the meter in the month of February 2015 and therefore it squarely covers by ruling in *M/s Rototex Polyester & Anr. v/s Administrator, Administration of Dadra & Nagar Haveli, Silvassa W.P. 7015 of 2008*.

- 8.0 Considering above said observation and the method which has been applied by the Respondent BEST Undertaking for passing the dr/cr note we think it just and proper to direct the Respondent BEST Undertaking to issue revise dr/cr note in respect of meter no. A111964 as per Regulation 15.4.1 by giving benefit of fast meter by 6% and as regards meter no. N109732 which was although installed on 12/10/2012 updated in February 2015, the Respondent BEST Undertaking is directed to issue revise dr/cr note to the complainant and accordingly issue demand notice if the Respondent BEST Undertaking finds debit amount towards the complainant.
- 9.0 Before parting to pass the final order, we wish to observe that the Respondent BEST Undertaking has updated meter after more than three years, so it is not desirable / expected from the Respondent BEST Undertaking to charge DPC and interest on revised bill.
- 10.0 For the above said reasons we arrive at the conclusion that the complaint deserves to be allowed by giving directions to the Respondent BEST Undertaking to pas separate dr/cr note in respect of meter no. A111964 and meter no. N109732. In result we pass the following order.

#### **ORDER**

1. The complaint no. N-G(N)-333-2017 dtd. 03/10/2017 stands allowed.
2. The Respondent BEST Undertaking is hereby directed to pass dr/cr note separately in respect of meter no. A111964 as per Regulation 15.4.1 and issue revise bill by deducting 6% electricity charges as meter was running fast by 6%.
3. The Respondent BEST Undertaking is hereby directed to prepare dr/cr note in respect of meter no. N109732 for the period from 12/10/2012 to February 2015 and issue separate dr/cr note and accordingly issue revise bill.
4. Compliance of the order be complied within one month from the date of receipt of the order and be reported to the Forum within 15 days there from.
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