

**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-A-296-2016 dtd. 02/05/2016.**

Smt Sarosh Minoo Bhabha & Others .....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. Smt. Tanaz Selwyn

On behalf of the Respondent : 1. Shri N.V. Bhandari, DECCA  
2. Shri R.U. Kasar, Supdt. CCA

Date of Hearing : 30/06/2016

Date of Order : 04/07/2016

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

Shri Sarosh Minoo Bhabha & Others, Flat no. 7, 3<sup>rd</sup> floor, Prince Court, 51 Boman Kawasji Behram Marg, Colaba, Mumbai - 400 001 has come before the Forum for high Bill complaint pertaining to A/c no. 296-097-031\*4.

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

The complainant has approached to IGR Cell on 14/01/2016 for high Bill complaint pertaining to A/c no. 296-097-031\*4 from the period from September 2015 to January 2016. The complainant has approached to CGRF in schedule 'A' dtd. 19/04/2016 (received by CGRF on 27/04/2016) as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee for her grievance.

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

- 2.0 The complainant Smt Sarosh M Bhabha came before the Forum with her grievance of high bill for the month of Oct 2015.
- 3.0 On receipt of high bill complainant from the complainant, meter number M036114 was tested on site on 16/11/2015 and the same was found working off load. Hence meter number M036114 was replaced by meter no. N111959 on 15/12/2015.
- 4.0 Meter M036114 had recorded abnormal consumption of 2581 units in the month of September 2015. Also consumer was charged for 10414 units in the month of January 2016 as per final reading of defective meter which was taken at the time of replacement.
- 5.0 Bills for the period from billing month September 2015 to January 2016 are amended as per Regulation 15.4 of MERC(E.S. code & other condition of supply) Regulations 2005. Accordingly necessary debit/ credit was carried out resulting in net credit of Rs. 1,76,121.19. Same credit was reflected in billing month February 2016. Also credit of Rs 4,998.89 was given towards refund of Delay Payment Charges & Interest on Arrears which was reflected in the billing month March 2016.

**REASONS**

- 8.0 We have heard the argument of the representative of the complainant and Shri N.V. Bhandari, DECCA & Shri R.U. Kasar, Supdt. CC(A) for the Respondent BEST Undertaking. We have perused plethora of documents placed on record by the either party to the proceedings. We have also perused written submission filed by the Respondent BEST Undertaking along with the documents marked as Annexure 'A' to 'F'.
- 9.0 The representative of the complainant has vehemently submitted that when the meter bearing no. M036114 was defective on 11/09/2015 then how the Respondent BEST Undertaking has charged average bill of 1152 units for the five months i.e. September 2015 to January 2016. The Respondent BEST Undertaking has submitted that they have given effect to the Regulation 15.4 of MERC (Electric Supply Code and Other Conditions of Supply) Regulation, 2005 and had given credit of Rs. 1,76,121.19 which is reflected in the bill for the month of February 2016. It is further submitted that they have also given credit of Rs. 4,998.89 towards the refund of DP charges and interest on arrears wrongly levied and same has been reflected in the bill for the month of March 2016. Although the Respondent BEST Undertaking has submitted in written statement that they have given benefit of Regulation 15.4 but they have not filed Dr/Cr note

along with the submission. We have gone through the record filed by the complainant in which she has submitted the copies of Dr/Cr note given by the Respondent BEST Undertaking. We have perused the said documents which are at pg. no. 8 to 11 and it reveals that they have charged the average bill of 1152 units for the month of September 2015 to January 2016 in which the period the meter was defective. It is admitted position that the new meter was installed on 15/12/2015.

- 10.0 Having regard to the above said aspect of the case, we have to see as to whether really the Respondent BEST Undertaking has acted as per Regulation 15.4, we think it just and proper to reproduce the relevant provision of Regulation 15.4.

**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 arise, in accordance with the results of the test taken subject to furnishing the test report of the meter along with 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.*

- 11.0 In the instant case, it is admitted fact that the meter was defective as per report Exhibit 'B' in which it has been specifically mentioned that "meter working on off load required to be replaced". When the meter was tested on site, it was found that it was working beyond accuracy limit. In the instant case, though the meter was defective, it was not a case of fast or slow meter with a view to prepare revise bill as per test report. So considering the provision of Regulation 15.4.1, the Distribution Licensee has no right to charge the average bill for not more than three months. In Regulation 15.4.1 a word "shall" has been used and likewise in proviso to said Regulation, maximum period of three months based on average meter consumption for twelve months immediately preceding three months prior to the month in which the billing is contemplated is mentioned. In view of this Regulation the action of the Respondent BEST Undertaking in charging the average bill of 1152 units for the period of five months i.e. September 2015 to January 2016 is not as per Regulation 15.4.1. The Respondent BEST Undertaking has only right to charge the average bill for the period of three months i.e. September 2015 to November 2015 for 1152 units.

- 12.0 We have gone through the chart as Annexure 'C' submitted by the Respondent BEST Undertaking showing the consumption pattern of the complainant for the period from January 2014 to April 2016. It appears from the said chart that since September 2009, the meter turned defective and thereby recorded high reading. The Regulation 15.4 gives maximum three months to the Distribution Licensee to change or replace the defective or burnt meter. So in Regulation, it has been provided that even though the Distribution Licensee required more time, they have right to charge average bill only for three months.
- 13.0 Having regard to the above said legal aspect, the action of the Respondent BEST Undertaking charging average bill for 1152 units for the month of September 2015 to January 2016 is illegal. In fact they have right to charge average bill for the month of September 2015 to December 2015 only. Thus the Respondent BEST Undertaking is required to prepare dr/cr note and issue revise bill to the complainant. After going through the record i.e. the letters placed on record by the complainant, it appears that although the complainant had requested the Respondent BEST Undertaking to accept the current bill, the Respondent BEST Undertaking refused to accept. This approach on the part of the Respondent BEST Undertaking does not appear to be proper. So considering this aspect the Respondent BEST Undertaking is not entitled to charge DP charges and interest on monthly bill for the month of February to June 2016.
- 14.0 Having regard to the above said reasons we find substance in the grievance of the complainant as the action of the Respondent BEST Undertaking charging average bill for the month of five months is illegal and not as per Regulation 15.4.1. In result we pass the following order.

**ORDER**

1. The complaint no. S-A-296-2016 dtd. 02/05/2016 stands allowed.
2. The Respondent BEST Undertaking is hereby directed to charge average bill of 1152 units for the month of September 2015 to December 2015 only and prepare revise dr/cr note and issue fresh revise bill.
3. The Respondent BEST Undertaking is directed not to charge DPC and interest on the bills of February 2016 to June 2016.
4. The Respondent BEST Undertaking is directed to comply the order within one month from the date of receipt of the order and report the compliance within 15 days there from.
5. 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