

**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-325-2017 dtd. 04/08/2017**

Mrs. Shabnam M. Siddiqui .....Complainant

V/S

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

**Present**

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.V. Fulpagare, Member

On behalf of the Complainant : 1. Shri Farid Khan

On behalf of the Respondent : 1. Shri K.A. Kulkarni, Supdt. CC(G/N)  
2. Smt. P.S. Kekane, AAM, CC(G/N)

Date of Hearing : 21/09/2017

Date of Order : 25/09/2017

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

Mrs. Shabnam M. Siddiqui, Shop no. 48, Ground floor, Plot no. 214, Amina Mansion, Dharavi Main Road, Ramarwadi, Mumbai - 400 017 has come before the Forum for dispute regarding debiting of Rs. 74,475.81 towards defective meter amendment in the month of March 2017.

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

The complainant has approached to IGR Cell on 16/05/2017 for dispute regarding debiting of Rs. 74,475.81 towards defective meter amendment in the month of March 2017. The complainant has approached to CGRF in schedule 'A' dtd. 02/08/2017 (received by CGRF on 02/08/2017) as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee.

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

- 2.0 The complainant had disputed debiting of Rs. 74, 475.81 towards defective meter amendment for the period 18/05/2012 to 15/02/2013 on the basis of new meter average of 778 units per month recorded by the new meter L114106 during the period 06/05/2013 to 13/05/2014 in the billing month March 2017.
- 3.0 Electric supply was given to the complainant premises under reference through meter no. B100162 (EMCO make), which was installed on 14/07/2011, having a/c no. 781-741-109. This meter has recorded consumption upto January 2012 and last meter reading recorded was 2136 units. Meter no. B100162 had stopped recording consumption from February 2012. The consumer was billed on estimated average basis from May 2012 to December 2012 by developing the meter reading further upto 6819 units. The bill amount for the month of November 2012 was Rs. 49,895.00 inclusive of estimated unit charges was paid by the consumer in December 2012.
- 4.0 In the month of January 2013, system has recorded meter reading as 2136 units i.e. reverses meter reading was recorded. The system has given undue credit of Rs. 49,441.19 in electricity bill. This credit bill has cancelled all the billing from the date of installation of meter inclusive of correct reading recorded as 2136 units at the time of replacement of meter.
- 5.0 The stopped meter no. B100162 was replaced by meter no. L114106 on 04/02/2013. Therefore, necessary dr/cr was carried out resulting in net debit of Rs. 74,475.81 for defective meter amendment for the period 18/05/2012 to 15/02/2013 on the basis of new meter average of 778 units per month recorded by the new meter L114106 during the period 06/05/2013 to 13/05/2014 in the billing month March 2017. The consumer has disputed the same vide his complaint in Annexure 'C' dtd. 16/05/2017.
- 6.0 Meter no. L114106 has recorded correct meter reading from the date of installation i.e. 04/02/2013 and consumer was preferred bills of monthly consumption. The undue credit of Rs. 49,441.19 has resulted in credit bill for the period February 2013 to July 2013. Thus consumer's grievance have redressed.

**REASONS**

- 7.0 We have heard the arguments of Shri Farid Khan, representative of the complainant and for the Respondent BEST Undertaking Shri K.A. Kulkarni, Supdt. CC(G/N) and Smt. P.S. Kekane, AAM, CC(G/N). Perused the documents filed by either parties to the proceedings. Perused the written statement filed by the Respondent BEST Undertaking along with documents marked at Exhibit 'A' to 'G'.

- 8.0 After hearing the argument of both the parties, it appears that the grievance of the complainant is in respect of passing debit note for the period on 18/05/2012 to 15/02/2013 directing the complainant to pay Rs. 74,475.81. The said amount has been reflected in the electricity bill for the month of March 2017. The representative of the complainant has submitted that the said amount under debit note is barred by limitation as per section 56(2) of Electricity Act, 2003 as for the first time the Respondent BEST Undertaking has claimed the said amount under debit note on 18/07/2017.
- 9.0 We have cautiously gone through the said debit note passed by the Respondent BEST Undertaking which is at Exhibit 'G'. The Respondent BEST Undertaking in written statement of para no. 1.6 has stated that "the stopped meter no. B100162 was replaced by meter no. L114106 on 04/02/2013." The bills of the consumer were therefore amended from 18/05/2012 to 15/12/2013 on the basis of new meter average of 778 units per month recorded by new meter no. L114106 during the period of 06/05/2013 to 13/05/2014. This submission of Respondent BEST Undertaking itself is not legal as the Respondent BEST Undertaking has no right to take new meter average of 778 units per month recorded by new meter. We are saying so because even if previous consumption of defective meter is not available, there is no regulation allowing the Respondent BEST Undertaking or Distribution Licensee to take the average reading recorded by new meter to carry out the amendment for defective meter as per Regulation 10.5 of MERC (Electricity Supply Code & Other Conditions of Supply), Regulation 2005. Considering this legal position we have least hesitation to hold that the debit note passed by the Respondent BEST Undertaking is not legal and proper.
- 10.0 We have cautiously gone through the Meter Ledge Folio which is at Exhibit 'D' at pg. 27/C. After perusal of the same, it appears that for the month of February 2012 current reading by meter no. B100162 is shown as 2136. The same is continued for four months and thereafter by system estimated average of 1712 units is charged by the Respondent BEST Undertaking. It is pertinent to note that when the meter no. B100162 was removed in the month of January 2013, the same reading 2136 is taken as it was previously recorded in the month of February 2012 and thereby wrong credit of Rs. 49,441.19 is given to the complainant. It appears that the complainant has utilized the electricity and inadvertently system has given wrong credit of Rs. 49,441.19. So the complainant is under legal obligation to pay the said amount of Rs. 49,441.19 to the Respondent BEST Undertaking. We wish to observe that it was for the Respondent BEST Undertaking to plead the case of wrong credit given by the system and ought to have only prayed an amount of Rs. 49,441.19 from the complainant.
- 11.0 Having regard to the above said reasons, it appears that the system has given wrong credit of Rs. 49,441.19 to the complainant. Now the next question poses before us is whether the Respondent BEST Undertaking can recover the said amount from the complainant as one may say that it is barred by limitation under section 56 (2) of E.A., 2003. Here we wish to say that due to wrong credit given by the system the

complainant has wrongly benefited although he has utilized the electricity and for that he is under obligation to pay the said amount and this fact came to the notice to the Respondent BEST Undertaking when they prepared the dr/cr note in the year 2016 and therefore it being a system error, the limitation shall start from the date of issue of notice claiming the legal dues. Thus, in our opinion wrong credit of Rs. 49,441.19 is not barred by limitation.

- 12.0 For the above said reasons we came to the conclusion that the Respondent BEST Undertaking is entitle to recover the amount of Rs. 49,441.17 from the complainant as wrong credit given by the system to the complainant. Thus the complaint deserves to be partly allowed as under.

**ORDER**

1. The complaint no. N-GN-325-2017 dtd. 04/08/2017 stands partly allowed.
2. The debit note of Rs. 74,475.81 passed by the Respondent BEST Undertaking is hereby struck off and instead of amount of Rs. 74,475.81, the complainant is liable to pay Rs. 49,441.19 to the Respondent BEST Undertaking as amount of wrong credit given by the system.
3. The Respondent BEST Undertaking is hereby directed to waive DPC & interest charged on amount of Rs. 74,475.81 and accordingly issue revise bill of Rs. 49,441.19 to the complainant within one month from the date of order.
4. The complainant is directed to pay the said amount within one month from the date of receipt of revised bill otherwise the said amount will attract DPC and interest.
5. Copies of this order be given to both the parties.

Sd/-  
(Shri S.V. Fulpagare)  
**Member**

Sd/-  
(Shri V.G. Indrale)  
**Chairman**