

**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-D-304/2016 dtd. 25/07/2016.**

Shri Tauheed Khan Abdul Wahid .....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. Shri Davinder Singh

On behalf of the Respondent : 1. Shri H.V. Vagal, DECC(D)  
2. Shri A.S. Pradhan, AECC(D)  
3. Smt S.S. Redkar, AAM (IGR + PIO)

Date of Hearing : 22/09/2016

Date of Order : 29/09/2016

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

Shri Tauheed Khan Abdul Wahid, Room no 37, 4<sup>th</sup> floor, Plot no. 16/18, Zaitoon Manzil, Kamathipura 2<sup>nd</sup> lane, Mumbai Central, Mumbai - 400 008 has come before the Forum for dispute regarding serving notice for debiting Rs. 45,326/- in a/c no. 834-323-018 towards defective meter amendment.

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

The complainant has approached to IGR Cell on 26/05/2016 dispute regarding serving notice for debiting Rs. 45,326/- in a/c no. 834-323-018 towards defective meter amendment. The complainant has approached to CGRF in schedule 'A' dtd. NIL (received by CGRF on 20/07/2016) 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 :**

- 2.0 The complainant Shri Tauheed Khan Abdul Wahid came before the Forum regarding his dispute of debiting Rs. 45,326.01 towards slab benefit for the period from 30/09/2011 to 27/11/2012 pertaining to the meter no. C109975 and defective meter amendment for the period of three months from 27/11/2012 to 01/03/2013 in the billing month of May 2016.
- 3.0 The electric supply was given to the complainant's premises through meter no. G967829. This meter was found tampered during vigilance raid hence replaced by meter no. C109975. This newly installed meter was updated in the month of March 2013. The meter no. C109975 was found defective during inspection in the month of March 2013 and it was replaced on 10/03/2013 by meter no. E094785. Defective meter amendment was preferred as per MERC Regulation 15.4.1.
- 4.0 Necessary dr/cr were carried out toward slab benefit and defective amendment was resulted in net debit of Rs. 45,326.01 which was reflected in billing month of May 2016. The complainant objected the same stating that as per section 56(2) of E.A., 2003 this is time barred one.
- 5.0 The complainant is required to pay the legitimate amount.

**REASONS**

- 6.0 We have heard the arguments of the complainant in person. Perused the documents annexed by the complainant along with Schedule 'A' and written submission filed by the Respondent BEST Undertaking along with documents marked at Exhibit 'A' to 'M'.
- 7.0 The complainant has vehemently submitted that notice dtd. 29/04/2016 of dr/cr adjustment of Rs. 45,326.01 as carved out by the Respondent BEST Undertaking for amendment bill for defective meter for the period from 30/09/2011 to 01/03/2013 is barred by limitation as per section 56(2) of E.A., 2003 and therefore the Respondent BEST Undertaking has no right to recover the said amount from him. The representative of the Respondent BEST Undertaking submitted that due to official procedure there was delay in claiming the amount and therefore it cannot be held that claim is barred by limitation. According to the Respondent BEST Undertaking claim recoverable from the complainant became first due on 29/03/2016 as approved by DECC(D) and therefore the said claim was rightly debited in the electricity bill of June 2016 i.e. within two years from the date of approval as required in section 56(2) of E.A., 2003.

8.0 In order to appreciate the submission of both the parties we think it just and proper to reproduce the provision of section 56(2) of E.A., 2003.

56. 1) xxx xxx xxx

2) *Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.*

9.0 We have cautiously gone through the written statement filed by the Respondent BEST Undertaking in which it has been submitted that meter no. G967829 was replaced by new meter no. C109975 on 19/10/2011 under vigilance tampered meter case and same meter was updated in the month of March 2013. During this period the consumer was charged '0' units nearly for 16 months as his account was recorded as 'N' code case. In extra meter list, meter no. C109975 has recorded last reading as 6291 for the month of December 2012 and therefore calculation has been worked out from the period from 30/09/2011 to 27/11/2012 as per slab benefit. It is further submitted that second meter no. C109975 was found defective in the month of January 2013 and it was replaced on 10/03/2013 by meter no. E094785, therefore amendment for defective meter no. C109975 has been worked out for the period from 27/11/2012 to 01/03/2013 as per MERC Regulation 15.4.1.

10.0 In view of this submission of the Respondent BEST Undertaking it is expected from the Respondent BEST Undertaking at least they should have charged the bill for 6291 units in the month of January 2013 when they found correct reading in the month of December 2012. Likewise, when they found meter no. C109975 defective in the month of January 2013, they were supposed to carry out the amendment bill for the period from 27/11/2012 to 01/03/2013 at least in the month of April 2013. They did nothing and came to vague statement that due to Vidushi computerized system delay has been caused in claiming the amount. The explanation of delay given in para 4 of written submission cannot be accepted. We are saying so because if we go through the section 56(2) of E/A., 2003 word "**shall**" denotes that the provision is mandatory and not discretionary. The representative of the Respondent BEST Undertaking has submitted that this case is to be squarely covered by ratio laid down in ***M/s Rototex Polyester v/s Administration, Administrator Dadra Nagar Haveli, Electricity Department, Silvassa (W.P. no. 7015/2008 order dtd. 20/08/2009)***. We have gone through the said case law in which it has been held that if there is human error, in that case the limitation shall start from the date of issue of valid bill or notice. In the instant case in any case it cannot be held that there was human error on the part of the Respondent BEST Undertaking's employees to claim the amendment bill after two years after lapse of period of limitation. We are saying so because their employee had brought the correct meter reading in the month of December 2012 as well as they found replaced meter defective in the month of January 2013, so it was expected from

the employee of the Respondent BEST Undertaking at least to claim the said amount within two years from January 2013. We do not understand as to why the Respondent BEST Undertaking's employee required more than two years to claim the amendment bill as well as bill for uncharged units.

- 11.0 Having regard to the above said reasons we find substance in the submission for the complainant that the amount claimed by the Respondent BEST Undertaking vide notice dtd. 29/04/2016 is barred by limitation as per section 56(2) of E.A., 2003. Thus we propose to pass the following order.

**ORDER**

1. The complaint no. S-D-304/2016 dtd. 25/07/2016 stands allowed.
2. The notice dtd. 29/04/2016 of dr/cr adjustment of Rs. 45,326.01 is hereby struck off as barred by limitation as per section 56(2) of E.A., 2003.
3. The Respondent BEST Undertaking is directed to comply with the order within one month from the date of receipt of order and submit the report within 15 days there from.
4. 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**