

**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. 22799528

**Representation No N-GN-368-2018 dtd. 28/09/2018**

Mrs. Zubidabai Mohd. Hussian .....Complainant

V/S

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

**Present**

**Chairman**

Quorum : Shri V. G. Indrale, Chairman

**Member**

1. Shri K. Pavithran, Member
2. Dr. M.S. Kamath, Member CPO

On behalf of the Respondent : 1. Smt. Manisha K. Daware, Supdt., CC(G/N)

On behalf of the Complainant : 1. Shri. Mohd. Imran Khan

Date of Hearing : 03/12/2018

Date of Order : 04/12/2018

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

Mrs. Zubidabai Mohd. Hussian, Gr. Floor, Navrang Compound, 1, Dharavi Main, Amina Mansion, Dharavi Main Road, Ramarwadi, Dharavi, Mumbai - 400 017 has come before the Forum for dispute regarding high bill arose out of defective meter amendment and accumulated bill for the period October 2013 to May 2016 pertaining to a/c no. 781-004-043.

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

The complainant has approached to IGR Cell on 16/10/2017 dispute regarding high bill arose out of defective meter amendment and accumulated bill for the period October 2013 to May 2016 pertaining to a/c no. 781-004-043. The complainant has approached to CGRF in schedule 'A' dtd. 27/08/2018 received by CGRF on 26/09/2018 as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee on her grievance.

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

- 1.0 Smt Zubidabai Mohammed Hussain came before the Forum regarding her dispute about debiting of Rs 12.81 lakhs towards defective meter amendment in bill of September 2017 and Rs 18.52 lakhs in the bill for the month February 2018.
- 2.0 Prior to 2011 the complainant was having electric supply through meter A091431. This meter was replaced by meter M113877 for the reason higher capacity of meter on 07/07/2011. Inadvertently meter M113877 was not updated in the system for billing purpose. The meter reader had taken monthly reading of this meter regularly. The consumption recorded by meter M113877 was shown against the old meter A091431 consumption for billing purpose and the complainant was billed accordingly.
- 3.0 Meter M113877 had stopped recording consumption from June 2013. This meter was replaced by meter N115476 on 01/01/2014. From June 2013 to December 2013 the complaint was billed for nil consumption.
- 4.0 Meter number N115476 was updated in the system for billing purpose in August 2015. The complaint was billed on estimated average basis for the period 01/01/2014 to 28/08/2015. The meter reader had taken monthly reading of this meter as extra meter from 01/01/2014 to 28/08/2015 but consumer was billed for nil consumption. On 20/08/2015 the meter had recorded reading of meter number N115476 as 79577 units.
- 5.0 Later on 20/08/2015 meter N115476 was replaced by meter M089429 with initial reading as 6 units for the reason of damage and burnt. This meter M089429 has been updated the system for the billing purpose in May 2016, till that time the consumer was billed for nil consumption. In the month of May 2016 , meter reading recorded was 26604 units.
- 6.0 Necessary debit / credit were carried for defective meter amendment pertaining to meter M116066 for the period October 2013 to December 2013 by considering new meter average, amendment for accumulated 79,577 units recorded by the meter N115476 for the period 01/01/2014 to September and accumulated 26604 units recorded by the meter M089429 for the period October 2015 to May 2016 resulting in net debit of Rs 12,81,485.77. Same was informed to the complainant vide letter dated 08/08/2017 and same was debited in bill for the month September 2017 . The complainant has raised the objection for the same.

- 7.0 After receiving complaint in Annexure C dated 25/10/2017 revised debit credit were carried out for defective meter amendment by considering old meter average as Regulation 15.4.1 of MERC ( Electricity Supply Code and Other Conditions of Supply )- Regulations 2005 and by giving slab benefits for accumulated units, resulted in net debit of Rs 10,97,743.33 same was informed to the complainant vide letter dated 26/04/2018. The revised amendment was reflected in bill for the month Feb 2018-March 2018.

### REASONS

- 1.0 We have heard the representative of the complainant and for the Respondent BEST Undertaking Smt. Manisha K. Daware, Supdt. CC(G/N). Perused the document filed by either parties to the proceeding. Perused the written submission filed by the Respondent BEST Undertaking along with documents marked as Exhibit 'A' to 'E'.
- 2.0 We have cautiously gone through the Schedule 'A' in which it has been shown that Smt. Zubedabai M. Husain has filed this complaint and one Shri Mond. Imran Khan has been acted a representative in this case. After perusal of the signature on Schedule 'A', it appears that it is signed by Smt. Zubedabai M. Hussain but when we asked the representative about the signature on Schedule 'A', he submitted that Smt. Zubedabai M. Hussain is no more alive and she died before 3-4 years back. He has further submitted that one Shri Fazil who is brother's son of Smt. Zubedabai M. Hussain has signed Schedule 'A'. The representative of the complainant submitted that he is acting as Manager and after death of Smt. Zubedabai M. Hussain looking after her property. Considering this submission made by the representative, the question poses before the Forum is whether the so called complainant Shri Fazil has any *locus-standi* to file the complaint. If it is so, then IGR ought to have looked into this aspect, but it appears that IGR Cell blindly treated this complaint under Annexure 'C' as if filed by Smt. Zubedabai M. Hussain. Even if this would be the case about the maintainability or tenability of the complaint, the Forum has every right to look into this aspect as it is the legal point.
- 3.0 Having regard to the above said aspect we have to see whether so called Shri Fazil is be treated as the complainant within the definition of Section 2 (15) of Electricity Act, 2003 as well as whether it comes under the definition of Grievance as defined under Regulation 2.1 (c) of MERC (CGRF & EO) Regulation, 2006. We think it just and proper to reproduce the definition of the 'Consumer' in Section 2(15) of E.A., 2003.

*"Consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;*

The definition of 'Grievance' under Regulation 2.1(c) runs as under :

*"Grievance" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which has been undertaken to be performed by a Distribution Licensee in pursuance of a licence, contract, agreement or under the Electricity Supply Code or in relation to standards of performance of Distribution Licensees as specified by the Commission and includes inter-alia (a) safety of distribution system having potential of endangering of life or property, and (b) grievances in respect of non-compliance of any order or any action to be taken in pursuance thereof which are within the jurisdiction of the Forum or Ombudsman, as the case may be.*

- 4.0 In view of above said definitions of 'Complainant' / 'Consumer' and 'Grievance' in our considered opinion the complainant Shri Fazil has no *locus-standi* to file this complaint. On the contrary, it appears that the name of Smt. Zubedabai M. Hussain is shown as complainant in Schedule 'A' by Shri Fazil goes to show that he has not come with clean hands and he has suppressed the true facts about the death of Smt. Zubedabai M. Hussain and approached the Forum. It appears that the complaint is filed in the name of dead person. The complainant ought to have applied for change of name and then would have approached the Forum, that has not been done by the complainant and therefore we arrived at conclusion that the complaint has no *locus-standi* to approach the Forum.
- 5.0 Having regard to the above said observations, really it is not proper on our part to enter into the controversy raised by the so called complainant. However, for the sake of argument we presume that Shri Fazil has right to file a complaint and therefore we entered into the controversy about grievance raised in this complaint. We have perused the record more particularly Meter Reading Folio for the year November 2010 to September 2018 (pg. 159/C and 161/C), it appears that the complainant was most irregular in payment of electricity dues. It appears that during the above said period of 6-7 years the complainant has paid part electricity bills for 23 times. Due to non-payment of regular electricity bills, the amount of electricity charges have been increased and lastly in the month of July 2018, the electricity was disconnected and thereafter the so called complainant has knocked the door of IGR Cell and then this Forum.
- 6.0 We have carefully gone through the submission made by the complainant who has raised grievance about the debit note of Rs. 12,81,485.77 as shown in the bill of September 2017. It reveals that initially meter no. H085375 was installed and it recorded monthly reading in between 1000-2100 units. The said meter was replaced by meter no. A091431 and consumption was increased in between 2000-3000 units per month. The said meter was not updated in the system for billing purpose and thereafter updating the meter, the Respondent BEST Undertaking has passed dr/cr

note from July 2011 to July 2013. The meter no. A091431 was replaced by higher capacity meter no. M113877. The said meter was also not updated and therefore the Respondent BEST Undertaking has passed debit / credit note. Again the meter no. M113877 was stopped recording the consumption from June 2013 and it was replaced on 01/01/2014 by meter no. N115476 having initial reading '0'. The meter no. N115476 was updated in August 2015 and the same was billed on estimated average basis from 01/01/2014 to 20/08/2015. The Respondent BEST Undertaking has contended that although the new meter no. N115476 did not appear in the bill, the Meter Reader had recorded the reading as extra meter reading from 01/01/2014 and last reading recorded by the said meter was 79577 units as on 20/08/2015. The meter no. N115476 was again replaced on 20/08/2015 by meter no. M089429 for the reason damaged and burnt. This meter was updated on master file in May 2016 when it had recorded the reading 26604 units.

- 7.0 Thus it appears from the submission of the Respondent BEST Undertaking that they have carried out the amendment for the period from October 2013 to August 2015 as per Regulation 15.4.1 of MERC (Electricity Supply Code and Other Conditions of Supply), Regulation 2005 and given the slab benefit and worked out dr/cr adjustment to the tune of Rs. 12,81,485.77 as debit amount towards the complainant. The consumer has disputed the said debit note and the Respondent BEST Undertaking has carried out the amendment on the basis of previous meter reading as well as given the slab benefit and carved out the debit note to the tune of Rs. 10,97,743.33 and same was reflected in the bill of March 2018.
- 8.0 The Respondent BEST Undertaking has submitted that the electric supply was given in the name of Smt. Zubedabai M. Hussain for commercial use and it is the practice of consumer that they used to consume more electricity and lastly they used to say that meter is burnt and requesting for meter replacement. We found some substance in this contention considering the fact that meter was replaced for 5-6 times as well as considering the consumption recorded by the said meters as shown in Meter Reading Folio. If this would be the case, then the complainant himself not appears to be diligent in payment of electricity as premises was let out to the tenants who were using the electricity for commercial purpose. The representative has submitted that now the premises is vacant and tenants have vacated the premises so it is not possible for him to pay electricity dues. The request of the complainant cannot be accepted as primary liability of electricity dues is on the consumer in whose name electricity connection is given. If this would be the case then the complainant has every right to get the amount of electricity due recovered from those tenants by filing civil suit against them. The representative of the complainant has tried to submit that the claim is barred by limitation as per section 56(2) of E.A., 2003. However, we do not find any support in this contention as electricity dues were shown pending towards the complainant in every month's electricity bill.

- 9.0 For the above said reasons we first of all arrived at the conclusion that so called Shri Fazil has no *locus-standi* to file the complaint even if for the sake of argument that it is maintainable, we do not find any substance in the grievance as due to irregular payment of electricity dues, the amount of electricity charges have been increased and for that the complainant himself is responsible and he cannot blame any other person. If legal heirs of Smt. Zubedabai M. Hussain wants electricity connection, then they can approach the Respondent BEST Undertaking and pray for installment and then after paying the electricity dues they can apply for new electricity connection in their name.
- 10.0 The matter was kept for argument on 20/11/2018. On this date the representative of the complainant remained absent and telephonically requested to adjourn the case. On his request the matter was adjourned on 03/12/2018 and therefore there is delay in passing the order.
- 11.0 In the above said observation and discussion we do not find any substance in the complaint and therefore we proceed to pass the following order.

**ORDER**

- 1.0 The complaint no. N-GN-368-2018\_ dtd. 28/09/2018 stands dismissed.
- 2.0 Copies of this order be given to both the parties.

Sd/--

(Shri K. Pavithran)  
**Member**

Sd/--

(Dr. M.S. Kamath)  
**Member**

Sd/--

(Shri V.G. Indrale)  
**Chairman**