

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-HVC-259-2015 dtd. 15/05/2015.

Shri Harjit and Gurbux Singh GandhiComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.S. Bansode, Member
2. Shri S.M. Mohite , Member

On behalf of the Complainant : 1. Shri Sanjay Raniga
2. Shri Ramkant Bane

On behalf of the Respondent : 1. Shri D.N. Pawar, DE(HVC)
2. Smt. M.B. Ugale, AE (HVC)
3. Shri S.V. Bhatkar, AAM(HVC)

Date of Hearing : 25/06/2015

Date of Order : 29/06/2015

Judgment by Shri. Vinayak G. Indrale, Chairman

Shri Harjeet & Gurubux Singh Gandhi, Ground floor, 147-Halimabai Bldg., L.J. Road, Mahim, Nr. Lokmanya School, Sitaladevi, Mahim, Mumbai - 400 016 has come before the Forum for dispute regarding debiting of Rs. 7,90,324.32 in billing month of December 2014 towards 57404 uncharged units for the period 01/05/2012 to 01/01/2013 and tariff difference between LT-II(a) & LT-II(b) for 17352 units for the period 01/01/2012 to 01/05/2012 pertaining to a/c no. 202-013-821*7, meter no. P113354 (new) and meter no. P991688 (old).

Complainant has submitted in brief as under :

- 1.0 The complainant has approached to IGR Cell on 02/03/2015 for high bill complaint pertaining to A/c no. 202-013-821*7. The complainant has approached to CGRF in schedule 'A' dtd. NIL (received by CGRF on 15/05/2015) as he was not satisfied by the remedy provided by the IGR Cell Distribution Licensee regarding his grievance.

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

- 2.0 The complainant's sanctioned load was increased from 17.5 kw to 30 kw vide his application for extension of load. The complainant's load was extended to 30 kw without replacing existing meter no. P991688 and new a/c no. 202-013-821*7 was given.
- 3.0 During the scrutiny it is revealed that the complainant consumer was not charged for 57404 units consumed for the period 01/05/2012 to 01/01/2013 at LT-II(b) tariff rate. Also the difference between LT-II(a) & LT-II(b) tariff for 17352 units for the period from 01/01/2012 to 01/05/2012 was not charged. Necessary debit / credit adjustment amounting to Rs. 7,90,324.32 was preferred.
- 4.0 The complainant was informed about this amendment vide our letter dtd. 05/02/2014 and same amount was reflected in electricity bill for December 2014. The complainant was requested to pay electricity bill amounting to Rs. 8,98,920.00 as on December 2014 vide our letter dtd. 22/01/2015. System generated disconnection memo was served to the consumer on 22/01/2015 as he has failed to make the said payment.
- 5.0 The complainant has requested that he is ready to pay 50% of bill amount vide his letter dtd. 16/02/2015 and same is granted. The complainant has paid Rs. 4,94,767.00 on 16/02/2015 and same is informed to DECC(G/N) ward for not to disconnect electric supply.
- 6.0 Electricity bill amounting to Rs. 80,097.00 for the month of May 2012 was paid by the consumer and same was lying in Suspense a/c. The same amount is credited in electricity bill for the month May 2014.

REASONS

- 7.0 We have heard Shri Sanjay Raniga and Shri Ramkant Bane for the complainant and Shri D.N. Pawar, DE(HVC), Smt. M.B. Ugale, AE (HVC) and Shri S.V. Bhatkar, AAM(HVC) for the Respondent BEST Undertaking. We have cautiously gone through the documents filed by the complainant as well as the Respondent BEST Undertaking more particularly Exhibit 'A' which is in respect of chart showing how the Respondent BEST Undertaking has carved out debit note by giving the credit. The dispute is in respect of debit note of Rs. 7,90,324.32 for the period from 01/02/2012 to 01/01/2013.
- 8.0 After hearing the arguments it reveals that it is admitted fact that initially load of 17.5 kw was supplied to the complainant for commercial use and since 01/02/2012 it was increased to 30 kw load. It is also not disputed that the electricity bill for

February 2012 to January 2013, has been claimed by the Respondent BEST Undertaking in the month of December 2014. After going through the documents it is crystal clear that the complainant has only paid bill for the month of March 2012 to June 2012 and for rest of the period the electricity bill issued to the complainant shown no consumption units with credit TOD and ED charges only. The record goes to show that the Respondent BEST Undertaking has given the credit in respect of electricity charges paid by the complainant and same is shown at pg. no. 9/C. While hearing the arguments, the Forum made query to the representative of the complainant as to why he has kept mum in respect of non-payment of the electricity charges for the month of June 2012 to December 2012 and he was unable to give any explanation in that regard. However, the representative of the complainant admitted that previously he used to receive average electricity charges of Rs. 75,000/- to 80,000/-.

- 9.0 Having regard to the above said admitted facts the representative of the Respondent BEST Undertaking submitted that in view of changing the load from 17.5 kw to 30 kw the complainant was required to pay more tariff i.e. as per LT-II(b), but for same period the tariff was charged as per LT-II(a) and so the Respondent BEST Undertaking is required to make the correction in the bill by giving the debit / credit note. The complainant did not dispute the fact of supplying 30 kw load as well as tariff charged as per tariff booklet. The complainant has vehemently submitted that the action of the Respondent BEST Undertaking in charging the bill by giving debit note for the period February 2012 to January 2013, in the billing month of December 2014 is barred by limitation as per section 56 of E.A., 2003 and therefore the Respondent BEST Undertaking has no right to recover the said amount.
- 10.0 We have gone through the record, more particularly the correspondence in between the complainant and the Respondent BEST Undertaking. It reveals that the Respondent BEST Undertaking has given the clarification by giving the credit note and debit note to the complainant and also given the credit note of amount paid by the complainant. It appears that the consumer was not charged for the consumption reading from 199631 to 257035 total 57404 units consumed during 01/04/2012 to 01/01/2013. It also reveals that meter consumption reading from 182279 to 19963 (17352 units) was charged under LT-II(a) and as per charges of LT-II(b). Thus it appears that the Respondent BEST Undertaking has carved out the debit note of Rs. 790324.32 towards under charged 57404 units for the period 01/05/2012 to 01/01/2013 and also the tariff difference of LT-II(a) to LT-II(b) for 17532 units for the period from 01/02/2012 to 01/05/2012. It reveals that the complainant has paid the 50% charges of debit amount claimed that too after receipt of notice of disconnection.
- 11.0 Having regard to the above said circumstances, the Forum is required to see as to whether the claim by way of debit note is barred by limitation as per section 56 of E.A. 2003. In this context, the Forum has gone through the ruling in between *M/s Rototex Polyester & Anr. v/s Administrator, Administration of Dadra & Nagar Haveli (U.T.), Division Bench of Bombay High Court (W.P. No. 7015 of 2008)*. In this ruling the Hon'ble High Court has held that the limitation shall run only on the date of issue of valid notice to the consumer. In the instant case the valid notice

issued by the Respondent BEST Undertaking to the complainant is by way of electricity bill for the month of December 2014. Thus in our opinion the limitation shall started from December 2014 and therefore claim could not be held as barred by limitation. In the instant case it has been held that it is open to the Licensee to correct its electricity bill if the same has been under billed due to clerical mistake or human error such like mistake. The facts of the case law and facts of the case before this Forum are similar and therefore ratio laid down in the case *of M/s Rototex Polyester & Anr.* is squarely applicable to the present case.

- 12.0 The representative of the complainant relied in between *Shri Avdesh Pandey v/s M/s Tata Power Company and others of Bombay High Court (W.P. No. 21 of 2006)* and submitted that in view of ratio laid down in this case law, the Respondent BEST Undertaking is only entitled to recover the dues before two years of issue of bill for the month of December 2014 and so part of the claim is barred by limitation. The facts in *M/s Rototex Polyester & Anr.* case and the facts of case before us are similar and therefore the Forum is of the opinion that the ratio laid down in *M/s Rototex Polyester & Anr.* is squarely applicable to the instant case.
- 13.0 Having regards to the above said reasons the Forum do not find any substance in the complaint filed by the complainant as the Respondent BEST Undertaking has correctly charged the tariff as per load supplied to the complainant as initially tariff was not charged properly as well as increase in load was not updated in the record and therefore even though the units were consumed, the bill of '0' unit was issued to the complainant who kept mum and when debit note was issued, approached to the Forum without any just and sufficient cause. Thus the complaint deserves to be dismissed. In result we pass the following order.

ORDER

1. The complaint No. N-HVC-259-2015 dtd. 15/05/2015 stands dismissed.
2. Copies of this order be given to both the parties.

(Shri S.M. Mohite)
Member

(Shri S.S. Bansode)
Member

(Shri V.G. Indrale)
Chairman