

BEFORE THE COMPLAINANT 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-F(S)-142-2012 dt . 27/03/2012

Shri Ravindranath D. Wagh

.....Complainant

V/S

B.E.S.&T. Undertaking

.....Respondent

Present

Quorum:

1. Shri R U Ingule, Chairman
2. Shri S P Goswami, Member
3. Smt Varsha V Raut, Member

On behalf of the Complainant : Shri Davinder Singh

On behalf of the Respondent : 1) Shri A. R. Damani and
2) Shri A. B. Shinde

Date of Hearing : 25/04/2012

Date of Order : 08/06/2012

Judgment by Shri. R.U. Ingule, Chairman

Mr. Ravindranath D. Wagh, Room No. 15, 2nd floor, Bldg. No. 2, Koli Samaj CHS, Koliwada Rd., Sewree, Mumbai - 400 015 has come before the forum for his grievance regarding high bill amount for A/c no. 740-602-007*7.

Complainant has submitted in brief as under :

- 1.0 The complainant has approached to IGR Cell on 07/01/2011 regarding their grievance of high bill pertaining to A/c no. 740-602-007*7. The complainant has approached to CGRF in schedule 'A' on 26/03/2012 as they are not satisfied with the remedy given by IGRC. The complainant has requested the Forum to waive the huge amount of electricity bill.

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

- 2.0 Meter No.**A495231** was installed in the premises of the complainant on 22.06.1966 under consumer A/c. No. 740-602-007 and the same was being used under Residential tariff (LT-I). The meter No. **A495231** was replaced on 17.10.2008 by Meter No.**M088955**. Due to improper display, the Meter Reader was unable to read the said meter and the meter was not being read. This meter was not read properly upto February, 2010. In the month of February, 2010, the meter reader brought the reading as 20,450. In the month of March, 2010, the meter reader brought the reading as 21,741 and in the month of April, 2010, the meter reader brought the reading as 23,016. Even though this meter reading was brought by the meter reader, the consumer was not billed in the month of February, 2010 and 200 units were charged in the month of March, 2010 on ad-hoc basis. As the consumption of the complainant was to the tune of 1300 units per month during February, 2010 and March, 2010, 21,456 units were charged on 16.4.2010 to the consumer considering the reading as 23016, which were accumulated units w.e.f. 17.10.2008 to 16.04.2010.
- 3.0 The complainant disputed against the accumulated units charged and therefore Meter No.**M088955** was removed on 30.06.2010 for Official Test. While testing the meter in our M.R.E. Department, it was found that the RHS and Bottom Seal were broken. The said meter was tested and found correct in accuracy test. This meter testing was carried out in the presence of the complainant, who has also endorsed the said Test Report on 13.08.2010 and the same meter was replaced with Meter No.**N096190** on 30.06.2010.
- 4.0 The complainant applied under Annexure 'C' on 17.01.2011 complaining for high bill and requested that he may be given the correct bill which he will pay. The complainant was replied on 03.03.2011 that the meter No.M088955 was found correct in accuracy test and he has been charged correctly. He was further informed that he will be given slab benefit so that it will be easier for him to make payment of the correct billing. The slab benefit from 18.09.2008 to 16.04.2010 and credit was affected in the bill of May, 2011. The delayed payment charges and interest on arrears from April 2010 to February, 2011 was also credited in the bill of May, 2011.

- 5.0 The revision demanded by the complainant in this instant case is not justified and the complainant may be directed to pay the outstanding bill based on actual electricity used by the complainant. The present bill amount for the month of March, 2012 is Rs. 312296.00.

REASONS

- 1.0 We heard Shri Davinder Singh for the complainant and for the respondent BEST Undertaking Shri A. R. Damani and Shri A. B. Shinde. Perused documents placed before us.
- 2.0 The complainant whomantly submitted that, as the meter no. A-495231 was a single phase conventional meter therefore it was replaced by a new meter no. M-088955 on 17/10/2010. In the month of May 2009, the complainant received bill for 766 units for 1 month unexpectedly therefore, he informed his electrician who assured complainant and approached respondent BEST Undertaking in this regard for demanding the slab benefit.
- 3.0 Thereafter, the complainant did not receive any bill for 7-8 months and also received no response from his electrician therefore, made a written complaint in the month of January 2010. Thereafter, the said meter no. M-088955 was checked by the vigilance officer of the respondent BEST Undertaking to find no illegality with the said meter. However, the complainant came to know that, the same was "*no display meter*". Thereafter, in the month of March 2010, the complainant received a bill for 200 units and in the month of April 2010 he received bill of Rs. 1,94,512 for 21456 units.
- 4.0 The complainant therefore made a complaint to respondent BEST Undertaking in Annexure-C in the month of January 2011. This complaint has been replied by the respondent BEST Undertaking contending that, the meter no. M-088955 was tested in the lab on 13/8/2010 in the presence of the complainant to find the said meter being correct in accuracy test. The complainant contends that, the meter no. M-088955 was totally faulty and it is suddenly jumped on no load and therefore, prayed to waive the electricity charges levied by the respondent BEST Undertaking and shown willingness to pay as per "defective meter Terms & Conditions", with a relief of waiver of delayed payment and interest charges thereupon.
- 5.0 This forum thus find that, the complainant has been alleging that, the meter no. M-088955 being a defective meter which is suddenly jumped to record higher unit consumption on no load.
- 6.0 In this context, this forum observe that, the respondent BEST Undertaking has placed on file the test report of the meter no. M-088955 installed in the premises of the complainant on 13/10/2008 and removed on 30/6/2010. The same has been checked in the laboratory by the respondent BEST Undertaking on 13/8/2010 to find the said meter being *correct in accuracy test*. At this juncture, it is significant to observe that, the said test has been carried out in presence of the complainant and to that effect, he has signed on the said

date at the foot of the said test report, and raised no objection in this regard at any point of time.

- 7.0 We therefore find that, as the meter no. M-088955 was tested in presence of the complainant himself and found correct in accuracy test, therefore, we find ourselves unable to accept the contention raised by the complainant that the said meter was *defective* and therefore, he should be levied with the electricity charges as per the defective meter terms and conditions. In our consider view in the aforesaid facts and circumstances, the meter no. 880955 cannot be called as defective meter.
- 8.0 At the juncture, it would be pertinent in this regard to advert to the regulations provided under the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005. Therein, in respect of *defective meters*, a provision has been provided under Regulation No. 15.4.1. In this regulation, it has been *inter-alia* provided that, in case of defective meter, the electricity bills needs to be adjusted for the maximum period of 3 months prior to the month in which the dispute has arisen. We find significant to observe further at the juncture that, this adjustment of the consumer bill for 3 months is required to be made *in accordance with the result of the test taken*.
- 9.0 To reiterate, the test taken by the respondent BEST Undertaking in its laboratory, that too in presence of complainant, has shown the meter being accurate one. Therefore, in the first instance, the meter cannot be called as defective one as contended by the complainant and secondly, there is no scope for any adjustment as the same needs to be done in accordance with the result of the test which has been the accurate one as observed above.
- 10.0 An attempt has been made on behalf of the complainant that, as per the contention of the respondent BEST Undertaking its meter reader could not note down the electricity consumption units as the meter no. M-088955 was not displaying any reading. Therefore on this ground, this meter needs to be termed as defective one. To reiterate, we do not find any merit in this contention for a simple reason that, the meter was subsequently checked in presence of the complainant on 13/8/2010 to find the same is being accurate one.
- 11.0 We may further proceed to observe that, the said meter has shown accumulated consumption of 23016 units for a period from 17/10/2008 to 16/4/2010. Accordingly, we find the consumption of 23016 recorded in the ledger folio placed before us at page 41/C in the month of April 2010. We also find the said reading of units 23016 being recorded by the meter reader in the meter folio maintained by him and placed on file before us at page 17/C.
- 12.0 We further find no merit in the said contention raise by complainant on one more ground that in context to billing in absence of meter reading, a provision has been provided under Regulation 15.3.1. It would be gainful to reproduce the same and it runs as under:

15.3 Billing in the Absence of Meter Reading

15.3.1 In case for any reason the meter is not accessible, and hence is not read during any billing period, the Distribution Licensee shall send an estimated bill to the consumer:

Provided that the amount so paid will be adjusted after the readings are taken during the subsequent billing period(s).

- 13.0 Thus, we find that, an expression "access", plays a vital roll while applying this regulation. An Oxford Dictionary has define this word, as retrieval of information stored in a computer, or computing obtain, examine, or retrieve (data). We therefore, uphold the contention raised by the Respondent BEST Undertaking, that on the basis of reading recorded by memory of meter a bill can be raised, albeit meter was not displaying reading.
- 14.0 We thus, find that, the complainant has been correctly charged for a period from October 2008 to April 2010. As submitted by the respondent BEST Undertaking, the complainant has already been given slab benefits and waived delayed payment charges and interest charges on the arrears.
- 15.0 We may further observe that, the respondent BEST Undertaking has already given unwarranted benefits to the complainant, as the ledger folio placed before us manifest that during the period from January 2000 till January 2003, the complainant's on an average consumption was about 300 units per month. However, the same has been dropped to single digit unit during a huge period from May 2004 to October 2008. For this period, we find no recovery of appropriate charges has been initiated by the respondent BEST Undertaking against the complainant, as no documents has been placed to that effect before us.
- 16.0 We are mentioning this fact at the juncture to merely point out that, that the complainant has already been unwarrantly benefited on account of inaction on the part of the respondent BEST Undertaking, therefore, we refrain from considering his contention about giving benefit of SoP. In the present matter under consideration, we are however, of the view that, there has been an accumulation of the electricity units consumed by the complainant during a period from October 2008 to April 2010. For the lethargy on the part of the respondent BEST Undertaking, a benefit of not levying the delayed payment charges and interest thereupon has already been granted by the respondent BEST Undertaking.
- 17.0 While concluding, we observe that, the electricity charges amount to be remitted by the complainant has been a substantial one. Therefore, to make it convenient for the complainant to pay the same, we find a warrant to allow the complainant to clear the same in monthly installments.

18.0 Descending view of Hon'ble Member Smt. Varsha Raut:

The facts narrated by complainant & the ledger shown by respondent shows that, since the installation of meter No. M-088955 in the month October 2010, meter is not consistent. The facts are as under:

<i>Installation of new meter M-088955</i>	-	<i>17th October 2008</i>
<i>NIL bill for</i>	-	<i>4 months</i>
<i>In 5th month i.e. March</i>	-	<i>544 units</i>
<i>In 6th month i.e. April</i>	-	<i>50 units</i>
<i>In 7th month i.e. May</i>	-	<i>766 units</i>
<i>Again No. bill for</i>	-	<i>7-8 months</i>
<i>Complaint from consumer in</i>	-	<i>January 2010</i>
<i>In February</i>	-	<i>Bill received but NIL</i>
<i>In March</i>	-	<i>200 units</i>
<i>In April</i>	-	<i>21456 units</i>

Thus, it can be observed that, BEST Undertaking was not diligent in sending bills, leave alone serving an accurate bill on time.

Although, meter was tested & found correct. Question remains unanswered on inconsistency in meter and sending the bills by BEST Undertaking.

At the time of hearing consumer representative had asked the relief under Standard of Performance (SoP). The provisions laid down by MERC & BEST are no doubt with intention of system correction on the part of electricity companies, which in turn will protect the consumer interest & the ultimate beneficiary, will be Electricity Company.

Thus, in the aforesaid observation & discussion I find the warrant & justification to grant a relief to the complainant to the extent of giving SoP benefits.

Allowing his complaint to this extent only.

19.0 In the aforesaid facts and circumstance by majority view, we proceed to pass the following order:

ORDER

- 1.0 The complaint no. N-F(S)-142-2012 dtd. 27/3/2012 stands partly allowed.
- 2.0 The respondent BEST Undertaking hereby directed to allow the complainant to pay the electricity charges claimed against him in 12 equal monthly installments.
- 3.0 The complainant to pay the first installment within fortnight from the date of passing this order and continue to pay in each month thereafter alongwith his current regular bills.
- 4.0 The respondent BEST Undertaking has further directed to report the compliance of this order to this forum within a period of a fortnight there from.
- 5.0 Copies be given to both the parties.

(Smt Varsha V Raut)
Member

(Shri S P Goswami)
Member

(Shri R U Ingule)
Chairman