

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-G(S)-74-09 dt . 26/06/2009

Royal Western India Turf ClubComplainant

V/S

B.E.S. & T. UndertakingRespondent

Present

Quorum 1. Shri. S. P. Goswami, Chairman
2. Smt. Varsha V. Raut, Member

On behalf of the Complainant 1. Shri. P.S. Chaudhari
2. Shri. Kiran Arote

On behalf of the Respondent 1. Shri. R.N. Gaitonde, Supdt. (G/S Ward)
2. Shri. N.H.S. Husain, A.O. (G/S Ward)
3. Shri. S.V. Chhabria, O.A. (G/S Ward)

Date of Hearing: 04.09.2009

Date of Order : 20.10.2009

Judgment by Shri. S. P. Goswami, Chairman

Royal Western India Turf Club, Mahalaxmi Race Course, Mumbai-400 034, has come before forum for grievances regarding high bill of A/c No 685-651-001 (old), 202-021-935 (new).

Brief history of the case

- 1.0 Meter no. R890297 was installed under A/c no. 685-651-001 on 13/12/1998 for Royal Western India Turf Club. As per respondent this meter was correctly billed up to Sept. 1999. The said meter was found burnt and was replaced by meter no. R85035 on 21/1/2000. This meter was not taken on record for billing purpose hence bills were not preferred to the complainant.

- 2.0 On inspection meter no. R850235 was found burnt and hence replaced by meter no. T000382 on 6/9/2001.

- 3.0 As per respondent, the amount towards 22074 units consumed during the period Sept. 1999 to 21/1/2000 was billed in Sept. 2003 bill. Also, as meter no. R850235 was not billed during the period 21/1/2000 to 6/9/2001, hence 120012 units consumed for this period were billed in the month of Sept. 2003.

- 4.0 As per respondent bills preferred were based on the actual units recorded by the meters.

- 5.0 The unpaid balance of A/c no. 685-651-001 was transferred in new electronic A/c no. 200-021-935 in the bill of Aug-2007 and old A/c no. 685-651-001 was deleted. Since Dec-2008 A/c no. 200-021-935 is changed as A/c no. 202-021-935.

- 6.0 Vide letter dtd. 9th April, 2006 & 12/6/2006, complainant informed respondent that he is receiving bills for A/c no. 685-651-001 (meter no. R850235) which are not available at his premises.

- 6.0 Vide letter dtd. 26/3/2008 respondent informed complainant to pay the balance outstanding amount to avoid disconnection.

- 8.0 Complainant approached IGR Cell of respondent on 18/2/2009 for waiver of the outstanding amount.
- 9.0 Vide letter dtd. 25/3/2009 respondent informed the complainant that the balance amount payable by the complainant is in order and hence payable by the complainant.
- 10.0 Unsatisfied by the reply of IGR Cell complainant approached CGR Forum in schedule 'A' format on 22/6/2009.

**Complainant by his written application and during
Hearing stated the following**

- 1.0 Complainant stated that it may be observed from the reply given to him by the respondent that the meter no. R850235, was installed on 21/1/2000 by replacing the burnt meter R890297. The regular bills for the defective meter were sent to us for the months of March 99, May 99, July 99 and Sept. 1999. The total consumption for the period between 31/12/1998 to Sept. 1999 was 13556 units. These bills were paid by him. However, he did not receive any bill for meter No. R890297 for the period between September 1999 and January 2000 from the respondent. However, respondent states that the bill for the said period was preferred in September 2003 which complainant never received. Here complainant would like to have following grievances:
- 1.1 Even though respondent has stated that the bill was raised to him in September 2003, no documentary evidence in support of the delivery of the bill is furnished. He came to know of this bill only when the amount was transferred to his regular bill A/c No. 200-021-935 in the month of August 2007.

1.2 Even if it accepted that the bill was preferred in September 2003, the same has been raised after a period of nearly 4 years and therefore, clearly defies the law of limitation. The bill for the period between September, 1999 and January, 2000 is therefore not payable. He therefore prays that the bill raised for the above mentioned period may be quashed.

1.3 Complainant states that if his above legitimate request is not accepted and if he is asked to pay the dues for the above mentioned period he has to state as follows:

Complainant do not agree with the reading 35630 considered for the bill, which was taken by the person removing the meter. It would have been logical had his signature obtained on the respondent's memo dated 21/01/2000 at the time of removal of the meter in order to authenticate the reading. The reading on which the bill is preferred has been taken by a person who is not a Meter Reader and therefore can always make a mistake. As stated in para (1), the consumption for the period between 31/12/1998 and September 1999 was 13,565 units at monthly average of 1,506 units. Whereas, 22,074 units were charged for the period of four months from September 1999 and January 2000 at an average of 5,518 units. To confirm these readings, he requested respondent to furnish copies of the reading folios of the meter No. 890297. In reply to this application, respondent has stated that the copies of meter reading folios between 31/12/1999 and 21/12/1998 are not available in his office. Hence it can not be established that the final reading of the meter was 35,630 and therefore, document dated 21/01/2000 can not be solely relied upon.

2.0 Meter No. R850235 was installed on 21/01/2000 by replacing the earlier burnt meter No. R890297. This meter was also burnt and was replaced by Meter No. T000382 on 6/9/2001. The regular bills for meter no. R850235 were never raised to him, which has been accepted by respondent. Respondent has further stated that the consumption of 1,20,012 units through this meter was billed in the month of September 2003 along with that of earlier meter no R890297, as described in details in para (1). The bill raised by respondent for this period is mammoth considering the unit consumed to be 1,20,012 units at an average of 6316 units per month. Again respondent has failed to furnish documentary evidence for the same. Here he would like to have following objections:

- 2.1 Even though respondent has stated that the bill was raised to him in September 2003, no documentary evidence in support of the delivery of the bill is furnished. He came to know of this bill only when the amount was transferred to his regular bill A/c No. 200-021-935 in the month of August 2007.
- 2.2 The bill for the period between January, 2000 and September, 2001 was first intimated to him only in August, 2007 and not in September, 2003 as claimed by respondent. It is therefore defies law of limitation and hence the bill is not payable to him. He therefore prays that the bill raised for the above mentioned period may be quashed.
- 2.3 He states that if his above mentioned legitimate request is not accepted and if he is asked to pay the dues for the above mentioned period he has to state as follows :
- 2.4 Complainant do not agree with the consumption of 1,20,012 units considered for the bill. The basis on which the consumption is considered is not mentioned by respondent and therefore the bill appears to be preferred arbitrarily. As stated in para (1), the consumption for the period between 31/12/1998 and September 1999 was 13,565 units at monthly average of 1,506 units. Whereas, 1,20,012 units were charged for the period of nineteen months from January 2000 and September 2001 at an average of 6,316 units. He vide his application had requested to furnish the reading folios to confirm the readings of meter no. R850235. It is pertinent to note that the meter was never read by respondent which is evident from the 'N' entered by the meter reader. Hence it can not be established that the consumption of the meter was 1,20,012.
- 2.0 The reading folios furnished by respondent shows that the meter no. R850235 was never read by respondent till it was removed. Hence, the units charged should be reasonable and logically acceptable to us. Accordingly, he would like to mention following facts in this matter :

- 3.1 The installation is being used for the purpose of Sewage Treatment Plant. The total load sanctioned for the installation is 50 kW. Initially the Plant was operated with following Electrical Equipments, largely motors viz. Aerator 10HP, Clarifier 2 x 1 HP, Sludge Pumps 2 x 2HP, Lifting Pumps 2x 7.5 HP and Filter Pump 2x 7.5 HP. Out of the above, one lifting pump and one Filter Pump were standby pumps and were used alternatively. The plant was being operated sparingly. The treated water was being taken by water tankers and used for grass pads. Subsequently, it was decided to utilize delivery pumps for distribution of water to the grass pads and other plantation. Accordingly, 2x 15 HP Delivery Pumps were installed and the Plant was used on full scale. They have enclosed the relevant correspondence with his contractors in this regards. To substantiate it further, respondent can refer his letter to respondent written at the time of installation of his meter requesting respondent to keep provision for the additional load expected to come in the second phase. He said please refer his letter dated 12/2/2001 addressed to respondent after the installation of delivery pumps in the second phase. The documents substantiating his claims are enclosed with the complaint.
- 3.2 Correspondence with his Sewage Plant Contractor Suyog Engineering Pvt Ltd, Pune in support for the equipments installed in earlier phase.
- 3.3 Correspondence from our LEC M/s Master Consultants in support for the installation of Delivery Pumps in second phase.
- 3.4 Letter to respondent dated 13th October 1998 clearly informing in advance about their requirement of additional load up to 50 kW in second phase.

- 3.5 Letter to respondent dated 12/2/2001 informing respondent about the installation of additional load of 2x 15 HP delivery pumps.
- 3.0 This clearly indicates that the consumption considered by respondent for charging for the period between Sept. 1999 and Sept. 2001 is not correct as the additional load has come up only after January, 2001.
- 4.0 He feels aggrieved for this arbitrary billing done at the whims and fancies. Respondent being in the business of selling electricity should ensure that the correct bills are raised in time and also the payment is received. In the instant case respondent has failed in raising the bills and when the bills are raised they are based on wrong assumptions. It is really shameful that the respondent has failed to take the reading of the meters for more than two and half years. When it realized the mistake, the consumer is held at ransom and is asked to pay huge amount based on wrong assumptions.
- 5.0 Bill for meter No. R890297 for the period between September 1999 and January 2000 is not binding to be paid by us in view of Law of Limitation. Even by their own admission respondent has accepted that there is an inordinate delay of almost four years and they deserve to be penalized for the same.
- 7.0 Similarly, the bill for period between January, 2000 and September, 2001 was first intimated to him in August, 2007 is not binding to be paid by him in view of Law of Limitation. Here, it may be noted that even through respondent is claiming that the bill was raised in September, 2003, he doesn't have documents to substantiate it. His plea therefore may please be accepted and the bill for this period may also be quashed.

7.0 If his above pleas are not heard and if he is asked to pay the dues for the above mentioned period, he would like to seek following remedy:

8.1 The reading folios furnished by respondent shows that the meter no. R 850235 was never read by respondent till it was removed. Hence, the units charged should be reasonable and logically acceptable to us. The additional load was installed only in the month of January 2001 and accordingly the Plant started in full swing, increasing our electricity usage. It is therefore, prayed that for the period between January, 2000 and January, 2001, the earlier average of 1506 units be considered for billing. Whereas for the period between February, 2001 and September 2001, the average of 4,397 units recorded in the subsequent period, may be considered for billing.

8.2 Accordingly, the already preferred unacceptable bills may be withdrawn and new bills considering the above logic may be preferred.

9.0 During the hearing the complainant reiterated the points mentioned in his written statement. He has once again said that the units charged for the period Sept-1999 to 21/1/2000 & for the period 21/1/2000 to 6/9/2001 are not acceptable to him as regular readings were not taken by the meter reader. However, he has shown willingness to pay the justified / reasonable dues payable to him. According to him he came to know about OS amount in Aug-2007. He doesn't have any written record regarding approaching respondent for not getting the regular bills. However, mentioned that they have informed respondent orally. He said that he has not approached respondent for waiver of DP & interest charges. He said that there is no evidence regarding amount OS amount transferred in his account in Sept-2003. After installation of electronic meter he is paying regular bills. He admitted that the sanction load is 50 KW & gave the break-up of load connected. The daily load usage is 8 to 10 hours. He admitted that there is a separate electrical section in their organization.

**Respondent by his written statement and during
Hearing stated the following:**

1. Meter No. R890297 was installed under A/c no. 685-651-001 on 31/12/1998 for Royal Western India Turf Club. This meter was correctly billed till September 1999 up to reading 13556. From our records it is revealed that the consumer had lodged complaint of burnt meter at our Worli Fuse Control and the same was registered vide Fuse Message No.29170. The said meter was found burnt. This meter was replaced by meter No.R850235 on 21/1/2000. The last reading at the time of removal of meter No.R890297 was 35630.

2. However, new meter R850235 was not updated in our record. Hence bills were not preferred to the consumer from 21/1/2000.

3. There after, in June-2001 against Fuse Message No.44850, connection order for replacement of meter was initiated on 15/6/2001. Meanwhile, we have received letter dated 30th July 2001 from Estate Officer, Royal Western Indian Turf Club Ltd. for replacement of faulty meter. Subsequently, this meter was replaced on 6/9/2001 by new meter T000382. The final reading recorded by old meter R850235 was 120143. The new Electronic A/c No. 200-021-935 is allotted to the consumer against old conventional A/c No. 685-651-001.

4. As stated earlier, the first meter No.R980297 was installed on 31/12/1998 & billed properly up to reading 13556. This meter was replaced by meter No.R850235 on 21/1/2000. The last reading at the time of removal of meter was 35630. Thus, the consumer was not billed for $35630 - 13556 = 22074$ units of meter

5. The initial reading of the New Meter No. R850235 was 131 units on 21/1/2000 & final reading at the time of meter removal was 120143 on 6/9/2001. Thus, the consumer was not billed for 120012 units of the meter R850235.

6. The consumer was billed for 142086 units amounting to Rs.12,04,804.58 & the same was debited in consumer's account in the month of September-2003. This amount is being continuously reflected in the consumer bill under A/c No. 685-651-001. However, no payment was made by the consumer after the debit of Rs.12,04,804.58. Subsequently, delayed payment charges amounting to Rs.11,07,060.32 from January 2004 to September 2006 was levied. The above account showed an unpaid balance of Rs.23,11,285.29 upto June 2007 including delayed payment charges. As the amount was unpaid it was transferred to consumer's existing electronic account No.200-021-935 in the month of July 2007.

6. The consumer's representative Shri. Yogesh Bhogare had visited our office. The case was explained to him. He further stated that, the matter would be taken up with their competent authority & requested us for waiver of delayed payment charges.

7. The proposal of waiver of delayed payment charges amounting to Rs.11,07,060.32 was accepted by our Management. Subsequently, consumer was informed vide letter DECC(N/W)/DyEGS/HB/42/2008 dated 26/3/2008 to make payment of Rs.13,75,031/- after waiver of delayed payment charges.

9. The contention of the consumer that they came to know of this bill when it was transferred to regular bill A/c no. 200-021-935 in the month of August 2007 is incorrect.

10. The bills preferred to the consumer amounting to Rs.12,04,804.58 is for the period from September 1999 to September 2001 & the same is preferred to the consumer in September 2003. The bills preferred is on the basis of actual units consumed by the meter.

11. The meter No.R890297 was replaced on 21/1/2000 as per the complaint received at our Worli Fuse Control vide Fuse Message No. 29170 as the meter was burnt. On receipt of the message from the consumer our meter inspector has replaced the meter which was burnt. Our meter inspector is well versed with the various types of meters & their counters. The reading 120143 units recorded by him in his report is correct. The reading recorded by the meter R850235 at the time of inspection on 9/8/2001 by our Investigation Inspector is also same i.e. 120143. On different occasions by different persons reading recorded is 120143. Hence, there is no question of any doubt regarding the reading of the meter. The copy of the compliant Register & Meter Replacement Advice No.6393 have been forwarded to the consumer in reply to the compliant under Annexure 'C' dated 25/3/2009 from which the reading recorded by our staff can be confirmed. However, being very old case the copies of the reading folios for the years 1998 are not available with us.

12. Meter No.R850235 was installed on 21/1/2000 by replacing earlier burnt meter No.R890297. This meter was also burnt. Same was replaced by meter No.T000382 on 6/9/2001. The initial reading at the time of installation of meter on 21/1/2000 was 131 units & its reading at the time of removal i.e. 6/9/2001 was 120143 units. So the consumer has been billed for 120012 units in September 2003. The bill raised is as per the units consumed by the meter & no magic figure has been arrived.

13. The meters R890297 & R850235 were replaced on receipt of the complaints of burnt meter from the consumer. Hence, the consumer is aware that they were using electric supply through these meters. Due to administrative reason the bills for meter no. R850235 was not preferred in time. The bills were raised to the consumer on the basis of reading recorded by the meter & not on the basis of average unit consumption. Considering the readings recorded by the meter the total unbilled units consumed by the meter R8902097 is 22074 units & second meter R850235 is 120012 units. Hence, the total unbilled units are 142086 units.

14. The bills generated for the unit consumption were delivered to the consumer and previously bills were not acknowledged by the consumer. At present the bills for the Electronic Accounts are being acknowledged by the consumer on delivery.

15. The consumption of 120012 units considered for billing is as per our records. The bills have not being preferred arbitrarily as stated by the consumer. On the basis of the meter reading, 120012 units have been charged for the period of 19 months from January 2000 to September 2001.

16. The Meter Reader has noted 'N' code (i.e. Meter on site but not on folio) on the reading folio as the meter number on the folio R890297. As the new meter R850235 was not updated on our master file, the record on the folio was not updated & old meter no.R890297 was continue to reflect on the folio.

17. The consumer has agreed vide his submission in Annexure 'A' to CGRF that, additional load on the meter has come up after January 2001. It is therefore likely that consumption was increased during the period from January-2001 to September 2001 for meter No.R850235 as 120012 units at an average of 12001 units bimonthly whereas units consumer during Sept-1999 to Jan-2000 is 22074 at an average of 5519 units bimonthly.

18. Although the old meter R890297 has been replaced by the new meter No.R850235 for the reason 'damage & burnt', the consumer was not billed from September 1999 to September 2001. However, in this regard we have to state that, these meters were replaced on receipt of the complaints from the consumer. The consumer is aware that the supply was being used through these meters. It is also the responsibility of the consumer to report about the non-receipt of the electricity bill. The bill preferred to the consumer is based on the actual units shown as consumed by the meter & the same is payable by him.

19. The request of the applicant to bill on average of 1506 units from January 2000 to January 2001 & 4397 units from February 2001 to September 2001 is incorrect & can not be considered, as the consumer has been charged on the basis of the actual units consumed by the meters.

20. As on 1/6/2009 the total outstanding amount against existing account no 202-021-935 is Rs.1665576.06. Hon'ble Secretary, CGRF is requested to direct the consumer to pay the above said outstanding amount.

21. During the hearing the respondent reiterated the points mentioned in his written statements. He emphasized that the complainant was regularly sent electricity bills from Sept-2003 onwards. The units charged for the disputed period are based on the actual consumption based in the recorded by the meters. As per clause no. 15.5.2 of MERC (Electric Supply Code & other conditions of supply, Regulations, 2005, clause no. 22.3 of Terms & Conditions of supply & schedule of charges, the complainant is also supposed to be vigilant if he doesn't get the regular electricity bills & supposed to report the same to the respondent promptly. He admitted that due to administrative lapse & frequent burning of meters regular readings were not taken. The frequent burning of meters was due to additional load used by the complainant. The readings taken by the meter inspector are reliable as he is more qualified than meter reader. Additional load requirement of 50 Kw of the complainant for phase-2 is not sanctioned. As requested by complainant's representative Shri. Ghogare, the proposal for waiver of DP & interest charges was put up.

Observations

Differing opinion of Member, CGRF (CPO) Smt. Varsha Raut

1. The Complainant has approached this Forum disputing the claim of the Respondent of Rs.16,65,576.06 (as on 1/6/2009) for the period from Sept-1999 to 21/1/2000 & 21/1/2000 to 6/9/2001.

2. Respondent has installed Meter No R 890297 on Complainant's premises on 13/12/1998 which was correctly billed up to September 1999. Respondent has stated that this meter was not taken on record after September'99 for billing purpose. Hence bills were not preferred for 4 months i.e. from Oct' 99 till Jan 2000 when the said meter was found burnt. Respondent has not explained why this meter was not taken on record for billing these 4 months. This burnt meter R 890297 was replaced by meter No R 850235 on 21/1/2000.

3. On 6th Sept 2001 Respondent checked the meter R 850235 and found it burnt and thus it was replaced by meter no T000382. Meter reading was taken only at the time of removal of this meter. The reading folios furnished by Respondent show that the meter no R850235 was never read by respondent till it was removed. Respondent has accepted that the regular bills were never raised by it on A/c of meter no 850235.

4. It is evident from the records produced by the Respondent that the bills were not issued by respondent for 25 months as follows:
 - For meter no 890297 ---from Oct 1999 to Jan 2000. --- 4 months
 - For meter no 850235-----from Jan 2000 to Sept 2001 --- 21 months

5. Respondent has stated that it has raised the bill for the first time in Sept 2003 but no documentary evidence was produced. Complainant came to know of this bill only when the amount was transferred to his regular bill a/c No 200-021-935 in the month of Aug 2007 i.e. after 7 years! Even if it is accepted, for the sake of argument, that the bill was preferred in Sept 2003, the same has been raised after almost 4 years. But thereafter Respondent has not been able to show that this amount has been shown continuously as arrears in his bills.

6. This dispute raises the issue of time limit within which the Respondent can claim arrears. Sec 56 (2) of Electricity Act 2003 deals with this situation. According to Sec 56 (2) "no sum due from consumer 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." It is therefore necessary to first decide when this claim amount became first due and thereafter to see if the Respondent has been showing it as arrears continuously thereafter.

7. Hon'ble Bombay High Court in the matter of BMC V/s. Yatish Sharma has dealt with the term "when such sum became first due" used in Sec 56 (2). Based on this judgement, it can be safely stated that in the instant case, such sum became due in September 2003 when, by Respondent's own admission, it submitted the bill for this claim amount for the first time.

The only issue then left for ascertaining is whether the Respondent has been showing this amount as arrears continuously since September 2003 till the Complainant raised this dispute. In spite of specific query to this effect, the Respondent has failed to produce any bills on record to show that this amount of arrears has been shown continuously in its successive bills.

8. In view of the aforesaid facts and circumstances, it has to be held that the claim of the Respondent is clearly time barred as per Sec 56 (2) of the E. A. 2003 and as such the Respondent cannot be allowed to recover this amount from the Complainant. It is true that the Complainant has shown his willingness to pay the amount logically despite serious lapses on part of the Respondent. Whilst such gesture

on part of the Complainant needs to be appreciated, nonetheless, the Forum can not fall in error by directing him to pay any part of this amount since the same is seriously hit by limitation.

9. It is held that the claim of the Respondent is clearly time barred as per Sec 56 (2) of E. A. 2003 and the Respondent cannot claim the said amount from the Complainant. Hence the said claim is hereby set aside as barred by limitation.

Opinion of Chairman, CGRF Shri. S.P Goswami

1. First meter was installed at complainant's premises on 31/12/1998. Till Sept-1999 meter was correctly billed. Complainant's meter was replaced twice due to reason 'burnt'. First time it was replaced on 21/1/2000 & second time 6/9/2001.
2. Respondent's meter inspector has taken the readings at the time of installation & removal of these meters. However, regular meter readings were not taken. As per respondent the complainant was billed for the period Sept-1999 to 21/1/2000 & for the period 21/1/2000 to 6/9/2001 in Sept-2003. As per respondent they have regularly sent the bills to the consumer Sept-2003 onwards. This is substantiated by the ledger readings submitted by the respondent showing the arrears amount continuously. The ledger reading is a legitimate document which can be relied upon. Since, 2003 the outstanding amount is continuously shown as recoverable as arrears of charge of electricity supplied & respondent has not cut-off the supply of electricity satisfying the requirement of Electricity Act 2003, Section 56(2).

3. As per the note arising out of the Hon'ble High Court's judgment (case no. AIR 2007 Bom. 73) given in section 56(2) of Electricity Act, 2003 due date starts from the date of service of the bill. Hence, as per clause 56 (2) of Electricity Act, 2003 the outstanding is recoverable even if it is assumed that, the bill was first time sent to the complainant in the month of August 2007.

3. Complainant denied the receipt of regular bills from Sept-2003 & mentioned that they have received the bills showing the OS amount in Aug-2007. However, as per respondent this statement of the complainant is wrong as the complainant had communication with respondent vide his letters dtd. 9/4/2006 & 12/6/2006. These letters are submitted by the respondent with the written statement.

4. As per respondent the additional load requirement of 50 KW by complainant for phase-2 is not sanctioned and therefore may be the reason for frequent burning of meters as complainant might have tried to meet the additional load requirement through existing meters. As per the complainant the daily usage of load is 8 to 10 hrs.

5. As per As per clause no. 15.5.2 of MERC (Electric Supply Code & other conditions of supply, Regulations, 2005, clause no. 22.3 of Terms & Conditions of supply & schedule of charges, the complainant should also be vigilant if he doesn't get the regular electricity bills & should report the same to the respondent promptly. It is therefore concluded that complainant has not taken the issue of non receipt of electricity bills with the respondent in accordance with the prevailing regulations, inspite of having a separate electrical department with educated staff.

6. There is administrative lapse on the part of the respondent in taking the readings regularly. However, initial & final readings of the replaced meter are taken by a responsible person viz a meter inspector having higher grade & qualification than the meter reader.

7. From the above observations it is concluded that both the respondent & complainant have shown lapses, therefore, it will not be appropriate on part of the respondent to recover the OS amount with D.P & interest charges.

8. In view of the above observations following order is issued by the undersigned as a Chairperson of the Forum, using second & casting vote as per the provisions of section 8.1 of MERC (CGRF & EO) Regulations, 2006 amended upto date.

ORDER

1. Respondent is directed to re-work the outstanding amount excluding D.P, interest & other charges levied.

2. Respondent is directed to recover the amount worked out as per serial no. 1 of the order in 6 equal monthly installments from the complainant & if the first 5 installments are paid regularly by the complainant the last installment be waived.

3. Copies be given to both the parties.

(Shri. S. P.Goswami)
Chairman

(Smt. Varsha V. Raut)
Member