

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-A-96-10 dt. 5/3/2010

Smt. Vimlaben K. KapadiaComplainant
V/S
B.E.S. & T. UndertakingRespondent

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 1. Mr. M. K. Kapadia
2. Miss. Dhruvi Kapadia

On behalf of the Respondent 1. Shri. T.D. Jadhav, Supdt, CC 'D' ward
2. Shri. P.P. Vichare, OACC, 'D' ward

Date of Hearing: 8/4/2010 at 12.00 noon

Date of Order : 11/6/2010

Judgment by Shri. R.U. Ingule, Chairman

Smt. Vimlaben K. Kapadia, Room no. 1001, 10th Floor, 13 Gilder Lane, Mehta Court, Lamington Road, Mumbai – 400 008, has come before Forum for grievances regarding high bill complaint & meter dispute of meter no. M022062 of A/c No. 815-191-011*6. Complainant prayed the Forum that she want relief & her excess amount which she had paid to respondent be refunded with interest & compensation.

Complainant has submitted in brief as under

1. Complainant Smt.Vimlaben K.Kapadia submitted in Annexure- A as she is not accepting the answers which she had received from respondent in Annexure-C, she is not satisfied.
2. Complainant wants to know why respondent not taken action from August-2000 till June-2002, as the meter (meter no.0914263) was not being read, it was not working. Respondent could have changed the meter or taken necessary immediate steps.
3. Complainant wants to question respondent about the amendment bill of Rs.16,850.48 which appears in complainant's bill for the period of Dec-2001 till June-2002. She had already paid Rs.50,000 in 5 equal installment of Rs.10,000/- each for the nil bill period as this amount was demanded by respondent for the zero reading unit meter. Complainant states that she had paid her 1st installment on 24th Sept, 2004 Cheque no. 607370 amount Rs.10,000/- which is not reflecting in respondent ledger copy.
4. Complainant wants to draw the attention on the point of meter change which was done in June-2002, New meter no.M022062 which was working fine initially when it was replaced. Complainant said that she was not complaining of high units as the units were as per consumption but the worst had happened as meter was not showing perfect readings as the units started shooting up way to high then average consumption reading. Complainant's normal average unit was around 500 units but this started showing up 1000 + units and complainant's bill was naturally Rs.11000, Rs.10000, Rs.9000, Rs.12000 for one month each. Complainant made n-number of complaints and complainant never got any positive response from respondent. It was wadala laboratory test which proved her point that meter was faulty as the terminal block was burnt. After the burnt meter got replaced with meter no. 081524. The unit reading was perfect in this meter. She never disputed this meter as she paid what she consumed.
5. Complainant prayed to the Forum that she want relief and her excess amount which complainant had paid to respondent with interest and compensation because complainant had suffered financially.

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

6. Complainant Vimalaben K. Kapadia was getting electricity supply by A/c no. 815-191-011*6 (new), 471-191-011*0 (old.) through meter no. 0914263 to the premises at Room no. 1001, 10th Floor, 13 Gilder Lane, Mehta Court, Lamington Road, Mumbai – 400 008.
7. As per respondent old meter no. 0914263 was replaced for stopped meter reason, with new meter no. M022062 on 8/6/2002. Thereafter new meter started registering the actual consumption consumed and the bill was raised accordingly. New meter showed increase in consumption as compared to the previous average consumption charged in the bill. On high bill complaint dtd. 14/7/2008 new meter no. M022062 was checked on 7/8/2008 and also tested on the Accucheck Machine on 23/7/2008 & 22/8/2008 by respondent, when it was found in working condition. The readings were also verified and found to be correctly recorded.
8. After that Meter no. M022062 was replaced by new meter no. M081524 for lab testing on 12/12/2008. Meter no. M022062 was then tested in consumer's presence in laboratory at MRE Department, Wadala on 18th Feb.2009. At that time it was found that Internal & External links found intact and meter could not be tested due to terminal blocks found burnt due to the heavy load of Electricity.
9. Thereafter Meter No. M081524 was tested on Accucheck Machine on 7/12/2009 & 23/12/2009 & found correct. Meter No. M081524 was then replaced with a new meter No. M094604 on 4/1/2010 for lab testing to redress Consumer's grievances. The meter testing was carried out in front of consumer's representative Miss Dhruvi Kapadia on 23rd Feb, 2010 at MRE Department, Wadala. The result of the test was meter found correct in Accuracy test.
10. As per respondent the account was amended for the period 18/4/2000 to 8/6/2002 for defective meter no. 0914263 for Rs.50,001.32, out of which Rs.10,000/- were paid by consumer vide cheque no. 607370 dated 24/9/2004 (As stated by complainant is not reflected in the respondent's ledger folio as paid in suspense account) against the claim amount. The rest of proclaim amount has been paid by the consumer in four installments.
11. As per respondent the account was charged on average from June, 2000 to October 2001 for drop in consumption. Charges against the same Rs.36,015.26 were credited in the bill in December 2001 & also inadvertently debited again in March 2002. The proclaim bill amount of Rs.16,850.48 appearing on electricity bill of defective meter no. 0914263 from 4/6/2003 for the period Oct 2001 to June 2002, is also being deleted.

12. As per respondent there is no intimation from consumer for drop in consumption for nil consumption recorded by defective meter.
13. Respondent prayed to the Hon'ble Forum to dismiss the high bill dispute case & kindly direct the applicant to pay regular bill, as amount of Rs.36,015.26 wrongly debited is being credited to consumer & proclaim Rs.16,850.48 appearing on bill is being deleted.

REASONS

14. We have heard the representative of the complainant Shri. M. K. Kapadia & Miss. Dhruvi Kapadia and the representatives Shri. T.D. Jadhav, Supdt, CC 'D' ward & Shri. P.P. Vichare, OACC, 'D' ward for respondent BEST Undertaking. Perused papers.
15. In the instant complaint, the grievance raised *inter alia* has been about the excess electricity charges been paid from January 2000, especially in respect of the meter no. 022062 which was in operation from August 2002 till December 2008 and the same was faulty. The complainant claims consumption of electricity to the maximum 500 units. Therefore, prayed for refund of the excess amount paid by her alongwith compensation and interest.
16. We find that the complainant has been complaining about the non functioning of the meter provided to her from the month of February 2000. As per her contention during the period from February 2000 to June 2002 the meter provided to her was not working and for these period she has paid Rs.15,000/- in five installments. One of the installments has been shown by the respondent BEST Undertaking under the 'suspense account'.
17. At this juncture we observe that during the said period the Indian Electricity Act, 2010 was in operation. Therefore as provided u/s. 26 (6) the complainant was under statutory obligation to file an application before the electrical inspector complaining about the meter being 'not correct'. We proceed to observe that about the meter not being correct no such complaint has been filed by the complainant before the electrical inspector during the said period. We further observe that in case of meter being 'stopped' recording the consumption of electricity, in that contingency no blame can be ascribed to the respondent BEST Undertaking in raising the bill on taking into consideration average of the electricity consumption unit in the past year.
18. Accordingly we find the respondent BEST Undertaking has raised a bill against the complainant taking into consideration the average of electricity consumption in the past year. We further find the respondent BEST Undertaking has given a credit to the complainant of Rs.50,000/- which has been paid in five installments. Although one of the installment has been shown under the 'suspense account', however, no prejudice has been caused to the complainant, as the credit of entire Rs.50,000/- has been given to her.
19. We find that on receiving a complaint from the complainant consumer, the respondent BEST Undertaking has replaced a meter no. 0914263 on 8th June, 2002 with a meter no. M022062. The latter meter viz. M022062 has been further replaced by a meter no. M081524 on 12/12/2008. Significant to observe at this juncture that for the first time on 15th October 2007, the complainant consumer has submitted a written complaint to the respondent BEST Undertaking. The said complaint has been placed on file before this Forum on page no. L-14 by the complainant. This complaint has been in respect of the meter no. M022062 which has been checked at site on 22/8/2008 to find the same being "OK". We therefore find that there has been no merit in the complaint made by the complainant consumer in respect of the said meter no. M022062.
20. However, we find that the meter no. M022062 was replaced by the respondent BEST Undertaking on 12/12/2008 by providing another meter viz. M081524. The said meter no. M022062 subsequently was sent to a laboratory for its testing. The testing was carried out in presence of the complainant consumer on 18th February, 2009 to find the same could not be tested due to "terminal block found burnt".
21. In our considered view no explanation has been submitted by the respondent BEST Undertaking as to why further efforts have not been made to test the said meter by replacing the terminal block which found to be burnt. No explanation has been submitted before us whether under the said condition, the meter could have been tested or not by Undertaking by taking a recourse to other measures. We therefore proceed to hold that till 22/8/2008 the meter was "OK", as the test report of the said date has been placed before us by the respondent BEST Undertaking. We further hold that there is every probability the said meter could have developed a fault from 23/8/2008 till the replacement of the said meter on 12/12/2008. To reiterate there was a complaint against the said meter from the complainant consumer and the said meter could not be tested by the respondent BEST Undertaking on account its 'terminal block found to be burnt'.
22. We therefore hold that for the period the meter was faulty, the complainant consumer should be entitled to get a benefit of charging the electricity consumption, on the basis of average of consumption during the period when she was provided with a correct meter. In this connexion we find that as admitted by the complainant consumer the meter provided to her viz. M081524 from January 2009 onward has been recording a correct reading. We therefore proceed to hold an average consumption of electricity by the complainant being 554 units per month, on the basis of consumption of electricity units during a period from February to December 2009, as shown in the ledger placed before us.
23. We further observe that the respondent BEST Undertaking has candidly admitted that an amount of Rs.36,015.26 was credited in the bill in December 2001 and also inadvertently debited again in March 2002. Proclaim on defective meter was raised for entire period from April 2000 to June 2002 and the same has been paid by the complainant consumer. Therefore the amount of Rs.36,015.26 debited in the month of March 2002 has been credited to the consumer. The respondent further submits that the proclaimed bill amount of Rs.16,850.48 appearing on electricity bill of the defective meter no. 0914263 from 4/6/2003 for the period from October 2001 to June 2002 has been deleted.
24. We therefore hold that the complainant consumer has been entitled to receive the amount of Rs.36,015.26 in the month of December 2001. Admittedly the same has not been paid to her. We therefore hold that the complainant consumer has been entitled to receive the said amount alongwith interest there upon from December 2010 till it reaches her hand.
25. In the aforesaid discussion and observations we proceed to pass following order.

ORDER

1. The complaint no. S-A-96-10 dt. 5/3/2010 stands partly allowed.
2. The respondent BEST Undertaking has been directed to charge the electricity consumption to the complainant @ of 554 units per month during a period from 23rd August 2008 to 12/12/2008 & to refund the excess amount of electricity charges to the complainant, within a period of one month from the date of passing this order.
3. The respondent BEST Undertaking has been further directed to refund an amount of Rs.36,015.26 to the complainant consumer alongwith an interest at the rate equivalent to the Bank Rate of RBI applicable as on this date and to be calculated from the month of December 2001 till the date of passing this order and to be paid within a period of one month from the date of passing this order.
4. The respondent BEST Undertaking further directed to report the compliance to this Forum within a period of fortnight there from.
5. Copies be given to both the parties.

(Smt. Varsha V. Raut)
Member

(Shri.S.P.Goswami)
Member

(Shri. R.U. Ingule)
Chairman