

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-E-56-08 dt . 15/10/2008

Suleman J. MomeyaComplainant

V/S

B.E.S. & T. UndertakingRespondent

Present

Quorum 1. Shri. M.P. Bhave, Chairman
2. Shri. S. P. Goswami, Member
3. Smt. Vanmala Manjure, Member

On behalf of the Complainant 1.Shri. Bilal Jagral
2.Shri. Obaid Jagral
3.Shri. Asif Khan

On behalf of the Respondent 1. Shri. S.N.Katkar, AECC (E) Ward
2. Smt. Estella Jacques, AOIGR (E) Ward
3. Shri. Mohan Partasarthy, OA (E) Ward
4. Smt. P.S.Kirtikar, Legal Dept. Officer

Date of Hearing: 18/11/2008

Judgment by Shri. M.P. Bhave, Chairman

Shri. Suleman J. Momeya, Mazgaon, Mumbai – 400 010 has come before this Forum for his grievance regarding electricity bill of Rs.4,09,064/- of April, 2008.

Brief history of the case

- 1.0 Shri. Suleman J. Momeya, Queen's Marry Restaurant, Mazgaon, Mumbai – 400 010 is consumer in respect of electricity meter No.M014035 under commercial tariff (LT-II).
- 2.0 During the site inspection done at complainant's premises on 21/8/2007 the display of meter No.M014035 was found erratic.
- 3.0 The complainant vide his letter dtd. 10/9/2007 informed BEST that his meter is stopped.
- 4.0 BEST vide its letter dtd. 24/10/2007 informed complainant that as per site inspection carried out on 21/08/2007, the display of his meter was showing error. Further he was informed that same will be replaced at the earliest.
- 5.0 Again on 12/02/2008 BEST sent stop meter advise letter to the complainant informing him that the display of his meter was defective and informed that bills will be amended suitably.
- 6.0 On 21/04/2008 BEST's vigilance department found that display of meter No.M014035 was erratic and Kwh reading stored in the memory unit found to be 81339.
- 7.0 Complainant received a bill of Rs.4,09,064/- in April 2008 for a period of 10 months and units consumption of 36070 units.
- 8.0 Complainant approached BEST in annexure 'C' format on 10/06/2008 for his grievances regarding combined bill of Rs.4,09,064/- for a period of 10 months. He said that as per MERC regulations he is liable to pay a bill for only 3 months.
- 9.0 Complainant's meter M014035 was replaced by meter no.N080003 on 19/06/2008. Official testing of the meter was schedule on 24/07/2008 however, as the complainant was not present on this date same was postponed and rescheduled on 08/08/2008. Official testing of meter no. 014035 was done in presence of consumer on 08/08/2008 when meter was found to be accurate and the reading observed was 88184 Kwh.
- 10.0 In response to complaint in annexure 'C', BEST vide letter dtd. 4/9/2008, BEST informed complainant that as the bills are raised on actual consumption he is liable to pay the same.
- 11.0 Unsatisfied by the reply given by BEST against his grievances in annexure 'C' format, complainant approached CGR Forum in schedule 'A' format on 15/10/2008 for redressal of his grievances.

Consumer in his application and during Hearing stated the following

- 1.0 The complainant was charged a combine bill of 36070 units for 10 months. He had informed BEST vide his letter dated 10/09/2007 that his meter is found stopped. BEST sent reply vide their letter dated 10/09/2007 and 24/10/2007 that the meter is defective but BEST did not change meter immediately.
- 2.0 It is duty of BEST to check the meter if it is not working.
- 3.0 After confirming on two occasion that meter is defective why BEST took 10 months to replace the said meter. As per condition of supply BEST should replace defective, meter within two month's. Hence he wants Consumer Grievances Redressal Forum to penalize BEST heavily for not doing it's work on time.
- 4.0 Meanwhile BEST did not charge him on average basis and kept on sending bills for fixed charges only.
- 5.0 Vide his letter dated 10/09/2007 BEST informed him that meter No.M014034 is defective. Then how they charged him for 36070 units for 10 months. From where they got reading and how they declare defective without proper testing.
- 6.0 BEST authority should know that as per Electricity Act 2003 and MERC regulations, 2005 they should charge him only for 3 months but they sent bill of Rs.4,09,064/- which was clear violation of electricity rules.
- 7.0 After complaining under Annexure 'C' he was given a rebate of Rs.53,299.33. He would like to know why BEST did not billed him with slab benefit in very first bill and gave rebate only after complaining under Annexure 'C'. This all show's that negligence irresponsible and unprofessional nature of BEST Undertaking and it's staff.
- 8.0 He intends to bring this letter to the Consumer Redressal Forum is to lime light the inefficiency of BEST Undertaking the amount of hardship. He had faced to get his meter replaced running from one Dept. to other for getting his meter replaced. Which took 10 months. He would request Forum to have a written explanation for delay from BEST and some one should be held accountable Otherwise this type of hardship will continue to other consumer's and BEST will not learn lesson.
- 9.0 He request the Forum for their goodself to give a land mark judgement which should be a lesson to BEST.

- 10.0 He expects to pay only 3 months bill and balance should be waived as a penalty for delay in replacing defective meter
OR
Give him installment of Rs.30,000/- each month to pay for 36070 units bill and not to levy DP charges till the amount is fully paid.
- 11.0 BEST has not given month wise breakup of units & amount charge against the electric bill of Rs.4,09,064 of April, 2008.
- 12.0 He has asked why BEST's consumer department could not take readings before the same was taken by vigilance department.
- 13.0 His first prayer i.e. he expects to pay only 3 months bill and balance should be waived as a penalty in replacing defective meter.
- 14.0 He paid Rs.20,000/- on 20/02/2008.

BEST in its written statement and during Hearing stated the following:

1. During the site inspection of the premises of consumer on 21-8-2007, it was observed that the display of meter M014035 was showing error. Hence, vide our letter dated 24-10-2007 consumer was informed that meter No.M014035 will be replaced by a new meter. As the consumer's meter was three phase meter, as per procedure in vogue, advice was sent to our Vigilance Dept. For their clearance to replace the said meter. Our Vigilance Dept. inspected the premises of the consumer on 21-4-2008 and found that meter No.M014035 was showing erratic display but the reading stored in memory unit was found to be 81339k KWh. The consumer of A/c.No.678-101-037 was billed for 36070 units for Rs.4,28,728.71 in the bill for the month of April 2008. Since all units were charged in one billing, but the units recorded were for the period from 30-4-2007 to 21-4-2008, the bill based on month wise slab was prepared and revised bill of Rs.3,75,429.39 was preferred to the consumer.
2. The consumer's meter No.M014035 was replaced by meter No.N080003 on 19-6-2008. The meter No.M014035 was tested in the presence of the consumer on 8-8-2008 when the meter was found to be correct in accuracy test and the reading was observed to be 88184 KWh. The delay in replacement of the Meter No.M014035 was due to acute shortage of three phase meters in our Undertaking and the same may be condoned. The consumer is billed based on the actual reading found from the memory unit of the meter No.M014035. The average monthly consumption as per the readings in memory recorded during period between 30-4-2007 to 19-6-2008 (3087 units) is almost same matching with that recorded during the period prior one year i.e. 29-3-2006 to 29-3-2007 (2824 units). Further, the consumer cannot deny the consumption of units as the reading of units in memory unit was found in the presence of the consumer during the Official testing on 8-8-2008 & also the business of the consumer in the Queen Mary Restaurant was as usual as electric

supply was not affected during the period from 30-04-2007 to 19-06-2008. Hence, the question of delay in replacement of meter and penalty thereof does not arise as the meter was found correct in accuracy test during the laboratory testing on 8-8-2008.

3. Since, as per the provisions of MERC regulations, the bills are raised on actual consumption, we had not preferred the bill on average basis to the consumer of A/c No. 678-101-037.
4. As during the site inspection on 21-8-2007, the meter No.M014035 was showing display error it was informed to the consume vide our letter dated 24-10-2007 that this meter will be replaced by new meter.

Though the display of the meter was defective, the meter was functioning properly & storing the records of consumption in memory unit. Hence, the bills are raised on the basis of a record of actual consumption.

5. As per provisions of Electricity Act, 2003 and MERC Regulations, if the meter of the consumer is found to be defective then only amendment bill for the period of 3 months is preferred to such consumers. However, in the instant case, the meter No.M014035 was found to be correct in accuracy test and the meter readings stored in the memory unit of the meter was extracted in the presence of the consumer during the laboratory testing on 8-8-2008. Hence this case does not fall under the purview of amendment bills as the actual readings of the meter No,M014035 was obtained.
6. During the inspection by staff of our Vigilance Dept. on 21-4-2008, the reading stored in memory unit of the meter No.M014035 was found to be 81339 and the consumer was billed for 36070 units in the bill for the month of April 2008 (reading 81339 – 45269 reading taken on 30-4-2007). Since all units were billed in one billing month for Rs.4,28,728.71, whereas these 36070 units were recorded during the period of 12 months the bill based on month wise slab was prepared and revised to Rs.3,75,429.39 instead of Rs.4,28,728.71. As such no rebate as mentioned by the consumer has been given bit the consumption of 36070 units has been distributed evenly during the period from 30-4-2007 to 21-4-2008 and accordingly slab benefit was given.
7. The consumer of A/c.No.678-101-037 has been billed for Rs.3,75,429.39 for 36070 units recorded by the meter No.M014035 during the period from 30-4-2007 to 21-4-2008 and the bill for 6845 units for the period from 21-4-2008 to 19-6-2008 for Rs.74,739.19 will be preferred to the consumer based on the readings recorded in the memory unit of the meter detected in the presence of the consumer during laboratory testing on 8-8-2008.
The consumer was given bills for nil units during the period from April 2007 to March 2008 as the meter No.M014035 was showing no display but the business of the consumer in the Queen Mary Restaurant was as usual as electric supply was not affected during the period from 30-04-2007 to 19-06-2008 (date of replacement of meter). Further the meter was also found to be correct in the accuracy test during laboratory testing on 8-8-2008 and we are claiming the actual

units consumed by the consumer only. Hence, the amendment for three months as demanded by the consumer in this instant case is not justified. The consumer on receipt of our reply letter dated 4-9-2008 to Annexure 'C' complainant did not approach us for grant of installments for payment of outstanding bills. However, considering the above facts, the consumer may be directed to pay the outstanding bill based on actual consumption in suitable installments as the Hon'ble Forum may deem fit. Further, as the consumer has used continuous electric supply for the period from 30-4-2007 to 19-6-2008, the Delayed payment charges and Interest on arrears may not be waived by the Hon'ble Forum.

8. Delay in replacement of disputed meter was due to acute shortage of 3 phase energy meters. However, same was not informed to the complainant in writing.
9. Complainant has accepted that he was using the electricity during the disputed period. However, he has not made the advance payment as per the facility availed by BEST as mentioned in clause No. 23.11 of BEST's Terms and Conditions of Supply and Schedule of charges. If he had made the advance payment burden of accumulated bill would not been passed on to him.

Observations

1. Consumer in his written statement prayed that:-
 - i) He expects to pay only 3 months bill and balance should be waived as a penalty for delay in replacing defective meter.
 - OR
 - ii) Give him installment of Rs.30,000/- each month to pay for 36070 units bill and not to levy DP charges till the amount is fully paid.
2. However, during the hearing complainant's prayer was to restrict the amendment claim upto 3 months only, as there was delay in replacement of defective meter.
3. The delay in replacement of disputed meter was due to acute shortage of 3 phase meters in BEST. However, BEST has not informed to the complainant in writing about the same.
4. The month wise breakup of amendment bill was not provided to the complainant. It is necessary to show month wise breakup to the complainant.
5. In the official testing of the meter in presence of complainant the disputed meter was found recording accurately. The recorded readings were shown to the complainant and same was not disputed by the complainant.
6. The consumer during the hearing has expressed that he is not disputing the consumption recorded by the meter for the disputed period and willing to pay the legitimate energy consumption charges.

7. In this context, as the meter is found recording correctly, the clause related to restrict the amendment claim upto 3 months is not applicable.
8. However, considering that the complainant has to pay the accumulated bill of huge amount, the complainant's request of installment & waival of DP Charges is justified.

ORDER

1. BEST is directed to calculate the monthly bills excluding interest & DP Charges and giving slab benefits.
2. The BEST is directed to raise total amendment claim in 10 equal monthly installments.
3. The consumer is directed to pay the installments regularly.
4. Copies be given to both the parties.

(Shri. M. P. Bhave)
Chairman

(Shri. S. P. Goswami)
Member

(Smt. Vanmala Manjure)
Member