

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-D&C-118-11 dt . 25-4-2011

Mr. Vinod V. ChothaniComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Quorum : 1. Shri R U Ingule, Chairman
2. Shri S P Goswami, Member

On behalf of the Complainant : 1. Shri. Vinod V. Chothani
2. Shri Anant S. Khale

On behalf of the Respondent : 1. Shri. T.B. Jadhav, AECC 'D' ward
2. Shri. G.D. Ubhalkar, AOCC IGR 'D' ward
3. Mrs. Darshana V. Parabh, Sup(P) 'D' ward
4. Shri V.K. Ade, AECC 'C' Ward
5. Shri Appa Gaikwad, Sup(P), CC 'C' Ward
6. Shri. L.M. Patil, Chg.Engineer, CC 'C' ward
7. Shri. S.K. Pandit, OSCC, 'C' ward
8. Shri. V.B. Sonawane, AOCC 'C' ward

Date of Hearing : 20-5-2011

Date of Order : 19-7-2011

Judgment by Shri. R.U. Ingule, Chairman

Mr. Vinod V.Chothani, 33, Grd flr, Ganeshwadi, M.J. Market, Mumbai - 400 002 has come before Forum for grievances regarding (1) Refund not received of Customer Care 'D' ward of A/c No 445-447-095*8 (2) Wrongly charge DPC, Interest, Proclaim Amount & Incorrect Billing of Customer Care 'C' ward A/c No 384-041-023*8, A/c No 384-041-013*5.

Complainant has submitted in brief as under :

1. The complainant Mr. Vinod V. Chothani states that just to respect the order given by Forum against case no. S-D&C-108-10 dtd. 20-12-2010 and without waiting the refund from Respondent's D ward. Complainant had already paid the legitimate amount to Respondent C ward on 10-3-2011. Even without waiting for any letter / notice from Respondent's C ward, because the same amount adjusted by Respondent's Head office instead of refund from D ward on 14-9-2005. Since the user is the same.
2. As per complainant the system of calculation of excess amount for residential charges instead of commercial charges are shown / suggested, guided by Respondent Chief Engineer of Head office in the presence of Respondent's DGM, Hon'ble Chairman & his secretary on 6-9-2005. Each bill wise monthly difference & calculation of which Respondent have counterchecked on 14-9-2005 & instructed complainant to pay the current bill charges only to both the wards thereafter. Accordingly complainant had paid regularly since last 6 years with the approval of Respondent's concerned Ward offices & Head office till date.
3. The complainant states that he really shocked when he received compliances report from D ward which shows different amount. How the calculation system is different from Head office, Colaba. In the year 2005 any queries / problem are used to settle by Head office, Colaba. Complainant request the Forum all the bill-wise monthly details as a residential charges, just energy charges as per consumed units without DPC, interest & other unwanted charges since January 2000 till date.
4. The complainant states that his excess payment money lying with Respondent since 5/9/2000 bill. Hence the question of any DPC, Interest & other unwanted charges payment does not arise except the legitimate amount of both the bills which he had already paid. Hence as such there was no outstanding under which section of Respondent's Act says, that there was no demand / notice of any outstanding for so many years & there after the sudden demands of alleged outstanding under which section of Respondent's Act says that when consumer is paying the amount & Respondent returning the amount as adjusted with other ward & accepting regularly current bill & thereafter demanding DPC, Interest, Penalty etc. Under which section of Respondent's Act says that sending several letter / notices but no demand of any pro-claim amount & suddenly after 18 (Eighteen years) claiming any amount from consumer without any papers, reports, records details etc.
5. Under which section of Respondent Act says that generate the bill only after 13 (Thirteen years) months, when the new meter of Higher capacity installed by keeping into dark & to keep away the month low units benefits with falsify methods the genuine consumer paying regularly then using the merciful language the slab benefits.

6. Complainant humble request to Hon'ble CGRF Forum to provide him from Respondent's 'C' ward the month-wise billing details of Consumer no. 384-041-023*8; Meter no B33784 commercial billing only with energy charges as per consumed units without DPC, Interest, Penalty & other unwanted charges to till date. Since 5/9/2000 as his excess payment amount was lying with Respondent's irrespective of any ward.
7. Complainant humble request to Hon'ble CGRF Forum to provide him from Respondent's 'C' ward the copy of all the relevant complete papers, report application followed by inspection, survey report of his bill of A/c no 384-041-023*8 from old meter no D968877 was replaced by new meter no B033784 on 6/1/2004 for higher capacity.
8. The complainant states that why Respondent's 'C' ward officials were playing mischief when he had given the payment of Rs.17,179/- against meter no B033784; consumer bill no 384-041-023*8 for settlements as per Respondent's demands & requested to inform him before depositing & if possible to solve the matter. Complainant further said that why Respondent have return the confirm payment to him. Now, maintaining the huge alleged amount of Rs.51,365.94 upto Nov.2010 Respondent would have solved the problem at that time which was under his jurisdiction & discretionary power to sort out the problem irrespective of any ward.
9. Complainant requested the Forum to provide from Respondent's C ward the complete details of application, installing the meter, paper records, reports, Notices etc of A/c no 384-041-013*5; meter no. 965553, particularly when Respondent have installed till removal of meter on 5-3-2004 as mentioned with payment details alongwith the supporting papers / records / reports of clubbed R.No 2 & 3 to justify the said statement as mentioned in Forum's order.
10. Complainant humbly requested to the Forum to provide complainant the copy of all the relevant complete papers, records, detail reports etc from Respondent's 'D' ward, if any pertaining to complainant's case to close the matter once for all without any grievances & to provide month-wise detail statement from Jan.2000 to till date.
11. Complainant requested Forum to dismiss all the grievances & claims made by Respondent's C & D wards as their demands are totally invalid in as much as it is defective on many counts & all the grounds with no locus-standi & refund of complainant's payments from both the Respondent's wards by adding the amount of the Respondent's calculation system as applying to the consumer & to withdraw all the notices and continue to accept the current bills in Respondent's C & D ward regularly as usually till the settlement of this case.

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

12. As per respondent's Customer Care 'C' ward, Bill No.384-041-013*5 stands in the name of Shri Vinodrai V. Chotani for room no.3 and No.384-041-023*8

stands in the name of Shri Vinodkumar Vaghajibhai Chotani for room no.2 at Ground Floor, Ganesh Bhavan, 33/35, 1st Ganeshwadi, Mumbai 02.

13. As per respondent complainant was regularly paying electricity bill of A/c no.384-041-023*8 upto December 2003. Complainant's old meter no.D968877 was replaced by new meter no.B033784 on 06.01.2004 for reason" Higher Capacity".
14. As per respondent due to some administrative difficulties, the first electricity bill generated against meter no.B033784 was on Feb.2005. (after 13 months) which had an accumulated bill of 3800 units, amounting to Rs.22, 885.48. This was issued with nine months slab benefit. However, the said bill was not paid by complainant. Again second bill of 3982 unit, amounting to of Rs.27,659.10 with four months slab benefit along with arrears of Rs.23,670.64 was issued in June 2005. (Total payable amount thus was Rs.51,330/-). Complainant was thus given total slab benefit of 13 months instead of 17 months. (06.01.2004 to 13.06.2005) This slab benefit payable by complainant was worked out manually and revised bill of Rs.47, 179/-(tentatively) was raised to complainant on 05.09.2005.
15. Respondent states that complainant had submitted "under protest", two cheques of Rs.30,000/-(Ch. No.314321 dated 06.09.2005 of Tamilnadu Mercantile Bank td.) as and another for Rs.17,179/-(Ch.No.314322 dated 05.10.2005 of Tamilnadu Mercantile Bank Ltd.) payment against regular electricity bill of account no.384-041-023*8 of Rs.47,179/-. Only Cheque of Rs.30,000/- was deposited and realized by Respondent on 15.09.2005.
16. As per respondent complainant vide his letter dated 14.09.2005 informed respondent not to deposit cheque of Rs.17,179/- without complainant's prior information and requested respondent to solve the matter before 05.10.2005 and also requested to returned the cheque of Rs.17,179/-, and adjust the said excess amount and to close the matter in order to keep harmonious relationship. As per complainant's letter the cheque of Rs.17,179/- was returned to him.
17. Respondent states that complainant is at present regularly paying current electricity bill of account no.384-041-023*8 of respondent's Customer Care 'C' Ward by keeping arrears amount of Rs.17,179/- aside. Respondent further states that at present, this arrears amount has reached to Rs.51,365.94 including current bill plus delay payment charges and interest on arrears. Complainant was informed by respondent vide reference DECC(C)/AE/31811/10 dated 21.09.2010 to pay the entire bill of Rs.48,824/- of account no.384-041-023*8 pertaining to respondent's 'C' Ward.
18. As per respondent there is no dispute regarding high bill of account no.384-041-023*8, other than the slab benefit which was not given for the said period. (06.01.2004 to 13.06.2005). Same is worked out to Rs.2764.01. Respondent states that complainant is paying the regular bill by keeping arrears of Rs.17,179/-along with delay payment charges and interest on arrears, stating that complainant's case of respondent's Customer Care 'D'

ward is not solved at respondent's end. Complainant had paid Rs.17,179/- on 10.03.2011 without consent of respondent's Customer Care 'C' Ward.

19. Respondent states that complainant is also having another account no.384-041-013*5, meter no.D965553 in respondent's Customer Care 'C' Ward with power supply address at Ground Floor, Shop No.03, 35 Ganeshwadi, Sk.Memon St., Mumbai 400 004. Respondent further states that due to non payment of regular bill, meter no.D965553 was removed by respondent on 05.03.2004 amounting to Rs.24,664.57. As per Respondent this account is showing arrears of Rs.46,353.58 as on Nov.2010. As per respondent's Procedure Order No.164 payable amount is Rs.22985.80 after waiving delay payment charges and interest on arrears.
20. Respondent states that against this account, arrears of pro-claim of Rs.24,532.39 is also pending. Proclaim papers are not available in respondent's 'C' ward nor with respondent's EDP Department, since it is an old case. This case was put to respondent's Higher Authority for withdrawing the claim but respondent's Audit Department vide query dated 26.11.2010 mentioned that, they do not have any Administrative Order to withdraw the pro-claim for the reason, "record not available".
21. As per Respondent complainant Shri Chothani had kept outstanding of account no.384-041-013 *5 and made higher capacity of meter no.B033784 of account no.384-041-023*8 in January 2004. Then after in March 2004 the meter of account no.384-041-013*5 was removed for non payment of bill. Afterward complainant had clubbed the room no.2 & 3 and started using supply from account no.384-041-023.
As per Respondent on the ground of humanity complainant was not issued notice under Section 126 of Electricity Act 2003 since he had ongoing dispute simultaneously in respondent's Customer Care 'C' & 'D' ward.
22. Respondent further states that complainant is doing breach of Electricity Act 2003 section 126 therefore on dated 23.12.2010 and dated 23.03.2011 inspection was carried out. At that time irregularity was detected. Therefore Notice under Section 126 of Electricity Act 2003 was issued by respondent vide ref. 21CC(C)/SEC.126/U/02-01/11 dated 07.02.2011. Respondent states that bill was assessed as per Section 126 of Electricity Act, 2003. The assessed bill against Notice under Section 126 of Electricity Act 2003 issued by respondent vide ref.DECC C/SUPDT.C.C.C./SA/410088/2011 dated 21.04.2011 to pay of Rs.14, 233/-. Respondent states that the assessed bill remains unpaid till today.
23. Respondent further states that complainant paid outstanding of Account no. 384-041-013*5, Rs.22,349.77 on 10.03.2011 without consent of Respondent's Customer Care 'C' ward instead of Rs.22985.80 as per respondent's Procedure Order 164.
24. As per Respondent letter dated 05.03.1993 for correction of name in account no.384-041-013 submitted by complainant is not available with respondent and meter of this account was removed by respondent on 05.03.2004.

25. Respondent states that the Security Deposit will be refunded as per MERC rules and regulation.
26. As per respondent details of arrears of respondent's Customer Care 'C' Ward are as under.
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|-----------------------|----------------|---------------------------|
| Bill No.384-041-013*5 | Rs. 636.03 | Removed meter on 05.03.04 |
| Bill No.384-041-013*5 | Rs.24, 532.39 | Pro- claim |
| Bill No.384-041-023*8 | Rs. 34, 864.00 | upto March 2010. |
- Total amount thus payable to respondent's 'C' Ward is Rs.60, 032.42.
27. As per respondent's Customer Care 'D' ward according to the decision of Forum of case no. S-D&C-108-10 dtd. 20-12-2010, the difference between the two tariff rates for the period from Nov-2000 to July-2002 work out to Rs.19,126.03 (excluding DP Charges), same will be credited / appearing in the May-2011 bill. Respondent further states that refund of interest on arrears & DP charges work out to Rs.2800/- will be credited after refund of the difference amount.
28. Respondent prayed to the Forum to dismiss the grievances made by the complainant as the case is being implemented in their regular working process.

REASONS

29. We have heard the representatives Shri. Vinod Chothani & Shri. Anant Khale for the complainant and Shri. T.B. Jadhav, Shri. G.D. Ubhalkar, Smt. Darshana V. Parab from D ward & Shri. V.K. Ade, Shri. L.M. Patil, Shri. S.K. Pandit, Shri. V.B. Sonavane & Shri. A.J.Gaikwad from C ward for the respondent. Perused papers.
30. At the outset we observe that the complainant Shri. Vinod Chothani requested that the order given by this Forum dt. 25-2-11 in respect of meter no. Q990633 for the amendment of his bills a period from Nov-2000 to 3rd July 2002 has not been complied with by the respondent in its letter and spirit, pertaining to his residential premises at 'D' ward. In this context complainant has pointed out the calculation of relief to be given to him, which was prepared by the then Respondent's official & according to the same, the amount worked out to be Rs.70,003.25.
31. The respondent officials was asked by this Forum, the details of the calculation for the refund, towards the excess payment made by the complainant as per the residential tariff for the period Nov-2000 to July 2002. However, the calculations made by the Respondent has been found being erroneous by the complainant. The Forum found that the DP & Interest required to be waived, has not been calculated for the period May-2010 to Feb-2011, during which the complainant's case was under consideration before the IGR & CGRF.

32. As submitted by the Respondent at Exhibit-C, it is observed that a credit of Rs.103499.25 and a debit of Rs.64,373.22 has been shown with the net credit of Rs.39126.03. Significant to note that the complainant, although having no expertise for such calculations, raising strong objection to the calculation made by the respondent pointed out the same to be incorrect. Complainant has compared his calculation against the original calculation given to him by the then officials of the respondent. The copy of the same is placed by the complainant at page no 20 of his say.
33. The respondent was therefore directed by the Forum to recalculate the relief to be given in the format submitted by the complainant at page no. 20 and copy of the same to be given to the complainant for his satisfaction & to file objection if any by 3-6-2011. Respondent submitted the calculations on 6-6-2011, but the same were again found to be erroneous one.
34. As mentioned above the complainant was directed by this Forum to study the recalculations made by the Respondent & submit his say by 13-6-2011, if the same is found to be unsatisfactory. However, complainant citing personal reasons requested the Forum to permit him to file his say after 18-6-2011 in person. Accordingly, both the parties were heard by this Forum on 28-6-2011. The respondent again failed to produce the correct calculations, as complainant could successfully pin point immediately a new lapse on the part of respondent in their calculations of debit / credit amount in which the Fuel Adjustment Charges are taken as it is.
35. As per the prevailing tariff schedule for residential category consumers, the first 200 units are exempted from Fuel Adjustment charges & the remaining units are to be charged at the same rate irrespective of the category of the consumers. The calculation submitted by the respondent did not consider the same. In the end result, refund adjustment of Rs.64,008.94 was finalized by the Respondent officials as total relief. However, the complainant has been demanding relief of Rs.70,003.25, submitting his calculation.
36. As observed earlier, the complainant having another two accounts for his office premises at Ganesh wadi, A/c no.384-041-023*8 ; 384-041-013*5 for the room no. 2 & 3 respectively. The A/c for room no-3 is closed as meter was removed under non-payment on 05-03-2004.
37. The complainant is having presently the net arrears as under for the above accounts:-
- (i) A/c No 384-041-013*5 Rs.636.03 Removed meter on 5-3-2004
This amount is legitimate amount remaining towards Energy Charges after the payment of Rs.34,528.77 by the complainant.
- A/c No 384-041-013*5 Rs.24,532.39 Pro-Claim
For which no record is available & therefore the respondent has recommended to their management for waiver.

A/c No 384-041-023*8 Rs.34,864.00 upto March 2011
Consisting of DP & Interest charges as the complainant did not pay due to excess payment under 'D' ward account of his residence which was charged wrongly on commercial tariff.

In the Forum's view the amount consisting of DP & interest levied & the pro-claim amount for which no record is available & the respondent's department had put up a proposal to waive the same, therefore the same should be waived.

38. During the hearing the respondent officials from 'C' ward has made a statement that the waiving DP & interest the complainant has paid total Rs.39,528.77/- (Rs.17,179/- + Rs.22,349.77) keeping a small amount of Rs.636.00 as arrears & if the same is paid by the complainant the entire dispute as regard to 'C' ward will be resolved.
39. After going through the above calculation submitted by the complainant for relief against wrongful application by the commercial tariff to his residential premises & the calculation submitted by the Respondent, we observe a sum of Rs.5,000/- difference therein. However, we find a total a casual & erroneous approach of the Respondent in putting up calculation before this Forum. This Forum is therefore accept and uphold the calculation submitted by the complainant which were earlier given to him by the then officials of the Respondent in presence of their higher authorities.
40. Accordingly we proceed to pass the following order.

ORDER :

1. The complaint no S-D&C-118-10 dt. 25-04-2011 stands allowed.
2. Respondent is directed to adopt and implement the calculation of relief to be given of Rs.70,003.25 for the A/c of 'D' ward & recover Rs.636.03 towards the energy charges of the A/cs of 'C' ward, waiving the pro-claim & all DP & Interest charges.
3. Compliance report be submitted within one month from the date of this order.
4. Copies be given to both the parties.

(Shri S P Goswami)
Member

(Shri R U Ingule)
Chairman