

M/s. Ion Exchange (India) Pvt. Ltd, Tiecicon House, E. Moses Road, Mahalaxmi, Mumbai - 400 011 has come before the Forum for its grievances regarding amendment of bills pertaining to A/c No 202-003-411\*4.

Complainant has submitted in brief as under :

1. The complainant has approached to IGR Cell of the Respondent on 21.2.2010 regarding amendment claim of Rs.18,55,541.25 pertaining to A/c No 202-003-411\*4 for the period 29.6.2008 to 24.1.2009.
2. Respondent vide letter dtd. 29.3.2011 informed to the complainant that the amendment for the period 29.6.2008 to 24.1.2009 was done on the basis of correction factor 3.09 based on 67.7% slowness of meter. Not satisfied with the reply of respondent's IGR Cell dtd. 29-03-2010, complainant approached to CGR Forum in schedule 'A' format on 15.04.2011.
3. The complainant has requested to the Forum to set aside the amendment claim made by the Respondent for the period 29.6.2008 to 24.1.2009 as the renovation work was in progress in their premises during the said period. He has also requested to give the interim order restraining the Respondent from disconnecting the electric supply till the final outcome of the case.

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

4. The consumer had registered a requisition dtd. 2-1-2008 for extension of load. Original sanction load was 50 Kw. Meter No.P 010863 was replaced by meter no. T 080105 at the premises on 29.6.08 by Customer Care dept. for 119.85 kw load. The same was read on actual through CMRI till replacement. Meter no. T 080105 was tested on 20.11.2008 and found slow by 67.7% and replaced by meter no. T 080563 on 24.1.2009. Also, the consumer had acknowledged the above fact and signed on the Undertaking to pay the amended bill of the period.
5. The consumer was using the electricity through defective (i.e. slow) meter No. T 080105. Hence, the bills were amended for the period 29.6.2008 to 24.1.2009 on the basis of correction factor 3.09 based on 67.7% slowness of meter.
6. The net debit amount towards the same worked out to Rs.18,55,541.25. The debit amount was debited in the bill and was informed to consumer vide our letter No. EA/R-1240/Dept.7/1319/2010 dated 24.6.2010.
7. In reply consumer had requested vide letter dated 30.6.2010 to provide the details of the calculation of amended bill on month to month basis and same were forwarded to consumer vide letter dated 22.7.2010.
8. Faulty meter No. T 080105 was again tested on 12.1.2009 in presence of consumer's representative and it was noticed that Phase-I and Phase-II currents were missing resulting in slowness of meter by 67.22%.

9. While going through the consumption pattern, it is observed that after replacement of faulty meter no. T 080105, the consumption is increased nearly more than 4 times than the consumption recorded during disputed period i.e. 29.6.2008 to 24.1.2009.
10. In view of the above, the billing is in order. Further it is contended by consumer that the premises was under renovation and did not have A.C. units. The documents submitted for renovation of the premises i.e. Purchase Order on Sharma Furniture does not support consumer's contention. Hence, it does not convince the less utilization of electrical power. During the disputed period i.e. from 29-6-2008 to 24-1-2009 the consumer did not inform BEST regarding less consumption of electricity. Hence, the amended bills issued by the BEST are to be treated as accurate.

REASONS :

11. We have heard the representative Shri Uday Palande & Shri H.K. Menghani for the complainant company and representatives Shri M.P. Rananaware & Shri M.R.U. Chougule for the respondent BEST Undertaking at length. Perused documents.
12. We find that the letter dated 24<sup>th</sup> June, 2010 addressed to the complainant, placed before this Forum at Annexure IV by the complainant triggered of the controversy to be redressed with by this Forum in the instant complaint.
13. A bare perusal of the letter dated 24<sup>th</sup> June, 2010 manifest that the Divisional Engineer of the Respondent BEST Undertaking has informed the complainant that in an inspection carried on 20-11-2008 of the meter no. P080105, has shown the same being defective i.e. running slow by 67.7%. The slow meter no. T080105, therefore was replaced on 24-1-2009 by new meter no. T080563 by informing the representative of the complainant company.
14. The Respondent BEST Undertaking on account of slowness of the meter by 67.7%, proceeded to amend the electricity bill on the basis of correction factor for a period from 24-6-2008 to 24-1-2009. The Respondent BEST Undertaking worked out a net debit amount against the same of Rs.18,55,541.25. Accordingly, it was informed to the complainant vide the letter dated 24<sup>th</sup> June 2010 that the account of the complainant therefore stands debited and the amount of Rs.18,55,541.25 would be reflected in the electric bill to be served on the complainant's company. We may observe at this juncture that the complainant company, vide its letter dated 30<sup>th</sup> June, 2010 asked for the breakup of such amount on month to month basis. Thereafter the Respondent BEST Undertaking found to have given such breakup of the

said amount on month to month basis, vide its letter dated 22<sup>nd</sup> July, 2010.

15. The complainant by filing the instant complaint has vehemently assailed the action of the Respondent BEST Undertaking for debiting the account of the complainant company with Rs.18,55,541.25, being unsustainable on various grounds.
16. We observe that, while explaining as to why there has been a delay of 1½ year, the Respondent BEST Undertaking has submitted that the meter no. T080105 was tested on 20-11-2008 in presence of Supdt/AE VIG(S) to find the said meter being slow by 67.7%. Therefore as per the procedure the case was required to be referred to the vigilance department for vigilance clearance, for replacement of meter. The clearance from the vigilance department was received on 12-1-2009 for replacement of the meter no. T080105 and installed new CT meter no. T080653 and proceeded to amend the bill served on the complainant company.
17. Further, as per the procedure the Respondent BEST Undertaking was required to submit a proposal for amendment for bills before the Audit Department for debiting the complainant company's account, for Rs.18,55,541.25. Before that the complainant company was informed vide the letter dated 24-6-2010 about debiting its account by Rs.18,55,541.25 and which would be reflected in the electric bill. The Respondent BEST Undertaking therefore submitted that, to go through such procedure required to be followed in the public undertaking, normally takes such period of 1½ year. We find that the said delay taking into consideration the procedure required to be observed by the Respondent BEST Undertaking, cannot be said to be the deliberate or tainted with malafide. We do not find any prejudice being caused to the complainant company on account of such delay.
18. It is significant to observe that the Respondent BEST Undertaking has found the meter being slow during a period from 24-6-2008 to 24-1-2009 by 67.7%. Therefore proceeded to debit the account of the complainant company, by the amount of Rs.18,55,541.25.
19. To reiterate the core subject of dispute before us has been the said period wherein the meter provided to the complainant company, allegedly found running slow. In this regard the Respondent BEST Undertaking submits that the meter no. T080105 was tested on 20-11-2008 and found the same being slow by 67.7% and therefore replaced by meter no. T080563 on 24-1-2009. In support of this contention, the Respondent BEST Undertaking has placed on file an Energy Audit Department Report dated 20-11-2008 placed on file at Exhibit-A. A perusal of this report manifest that the meter no. T080105 has been found to be slow by 67.7%.

20. We further find that the Respondent BEST Undertaking has proceeded to remove the defective meter on 24-1-2009 and replaced with meter no. T080563. We find the said replacement of the meter being carried out in the presence of the representative of the complainant company, who has put its seal and signature at the foot of it. We further observe that the defective meter no. T080105 was tested and checked by Dy. Engineer from Energy Audit Department of the Respondent BEST Undertaking on 12<sup>th</sup> January 2009 in presence of the administrative manager of the complainant company viz. Shri. Uday. Accordingly, we find the signature, name and designation of the said employee of the complainant company at the foot of it.
21. This test report dated 12<sup>th</sup> January, 2009 placed on file at Exhibit-P, manifest that in respect of meter no. T080105, its phase I and phase II were missing current supply. Significant to observe at this juncture that the complainant company never challenged this report, till filing of present complaint before this Forum. We therefore do not assign any merit to the contention, now raised before this Forum that the said meter was not defective.
22. The representative of the BEST Undertaking has urged that there were 3 phase to meter no. T080105 to record supply of current. But only phase no. III was registering current supply and not phase I and phase II. Therefore the said meter developed a 'defect' and it was running slow by 67.7%, causing a heavy financial loss to the Respondent BEST Undertaking, as the entire electricity supplied to be complainant company has not been recorded by the said meter.
23. In the aforesaid documentary evidence, we find that the Respondent BEST Undertaking has found the meter no. T080105 being slow by 67.7% as there was no current flowing from phase I and phase II in the meter. The meter had developed the said defect during a period from 29-6-2008 to 24-1-2009. Therefore the Respondent BEST Undertaking, as observed above to make the loss good, proceeded to debit the accounts of the account of the complainant's company by Rs.18,55,541.25. At this juncture we may observe that the defective meter no. T080105 had replaced the old meter no. P010863 on 29-6-2009. The defective meter later on came to be replaced on 24-1-2009, and as observed above the concerned document has been counter signed by the complainant company.
24. We therefore uphold the contention raised by the Respondent BEST Undertaking that the meter no. T080105 was slow by 67.7% and the said defect was in operation during a period from 29-6-2008 to 24-1-2009 for which the Respondent BEST Undertaking had proceeded to debit the account of the complainant company by Rs.18,55,541.25.
25. Now question arises to be resolved by this Forum, whether the Respondent BEST Undertaking has been entitled to recover the amount

of Rs.18,55,541.25 on account of defective meter for a period from 29-6-2008 to 24-1-2009 i.e. for about 7 months.

26. In regard to the billing in the event of defective meter a specific provision has been provided under the regulation no. 15.4.1 of the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005. We find it appropriate to reproduce the relevant portion of the said regulation no. 15.4 it runs as under :

15.4 Billing in the Event of Defective Meters

15.4.1 Subject to the provisions of Part XII and Part XIV of the Act, in case of a defective meter, the amount of the consumer's bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the results of the test taken subject to furnishing the test report of the meter alongwith the assessed bill.:

provided that	xxx	xxx	xxx
	xxx	xxx	xxx
	xxx	xxx	xxx

provided that	xxx	xxx	xxx
	xxx	xxx	xxx
	xxx	xxx	xxx

27. We observe that the Respondent BEST Undertaking ought to have proceeded served a bill on the complainant company in the contingency of defective meters in compliances of regulation no. 15.4.1 i.e. the complainant company's bill should have been adjusted for a maximum period of 3 months, prior to the month in which the dispute has arisen. Admittedly, the meter no. T080105 was tested on 20-11-2008 to find the same being slow by 67.7%. We are therefore of the view that the dispute has arisen, as envisaged under regulation no. 15.4.1 in the month of Nov-2008 when the said meter was found slow by 67.7%. In our considered view therefore, in accordance with the statutory provision provided under regulation 15.4.1, Respondent BEST Undertaking has been entitled to adjust the electricity bill of the complainant company, for a maximum period of 3 months prior to the month of Nov-2008, for debiting the account of the complainant company on the ground of defective meter. It is therefore highly unsustainable on the part of Respondent BEST Undertaking to proceed to amend the bill for a period of 7 months i.e. 29-6-2008 to 24-1-2009, as it would be in breach and violation of the aforesaid statutory provision.

28. We further observe that the defective meter was having 3 phase wherein only one phase was in operation developing the slowness in the meter. We are of the view that the slowness of the meter was of 67.7% which ought have come to the notice of the complainant company, however we find that the complainant company, proceeded to enjoy the benefit of paying electricity bill on its lower level in a most inappropriate manner. We therefore hold that the Respondent BEST Undertaking may recover the deficit amount by levying interest and D.P Charges on a complainant company in order to make its loss good.
29. Before we part this order we may observe that the Respondent BEST Undertaking has submitted some wrong dates and figures in the instant complaint, which are innocuous in nature like instead of 24-6-2008, the dates ought to have 29-6-2008. In respect of sanction load, the meter no. P010863 for a month of September, 2007 mentions sanction load being 00.10 Kw, when it ought to have being 50.00 Kw.
30. In view of the aforesaid observations and discussions we proceed to pass the following order.

ORDER :

1. The complaint no. N-EA-117-2011 dt. 18-04-2011 stands partly allowed.
2. The Respondent BEST Undertaking is directed to recover deficit amount for a period of three months prior to the month of November 2008, alongwith interest and D.P Charges.
3. The compliances of this order be informed to this Forum within a period of 15 days therefrom.
4. Copies be given to both the parties.

(Shri S P Goswami)  
Member

(Shri R U Ingule)  
Chairman