

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(N)-91-2010 dt. 25/1/2010

Mr. S. Kadar KhanComplainant

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. Shabbir A. Baba
2. Mr. Mohammed. Aslam
3. Mr. Kadar S. Khan

On behalf of the Respondent 1. Shri. P.S. Deshpande, AOCC 'G/N' ward
2. Miss. R. V. Khandekar, DYEBC (G/N ward)

Date of Hearing: 2/03/2010

Date of Order : 13/04/2010

Judgment by Shri. R.U.Ingule, Chairman

Mr. S. Kadar Khan, Room 4, Banerji Chawl, Kutti Wadi, Habib Nagar, Dharavi cross Road, Mumbai – 400 017 approached to CGR Forum for his grievance against high inflated electricity bill for the units not consumed by him but used by some anti-social element in convenience with the respondent & the pressure tactics adopted against him by the respondent to recover these charges from him. He has prayed for correction in the electricity bill as per the units consumed by him without levying any penalty.

Complainant's contention in brief are as under

1. Complainant Mr. S. Kadar Khan, has approached to Internal Grievance Redressal Cell of respondent (BEST) on 5/11/2009 for his grievance against demand of bills of which units not consumed by him, harassment, mental torture & clandestinely helping and abetting the theft of electricity in convenience with anti-social elements & lethargic attitudes, non action upon genuine complaints.
2. In response to his grievance in IGR Cell, Respondent vide letter dtd. 1/1/2010 has informed that the bill amounting to Rs.1,56,248/- is legitimate dues and hence same is required to be paid by the complainant.
3. Unsatisfied by the reply of respondent's IGR Cell, complainant approached CGR Forum in Schedule 'A' format on 20/1/2010 and requested to correct the bill to the extent he has used the electricity without any extra levies / charges, to give him credit for the excess payment made by him, award him compensation for loss of business from the year 2007-2008, to grant him compensation for harassment, hardships & mental torture meted out to him, to award him compensation for the expenses made by him to visit officers of the undertaking 200 times in 2 years, to pass strictures against the errant, negligent, lethargic officers of the respondent, to punish & penalize the responsible officers/staff for their in action & their abetment of theft of electricity.
4. Complainant submits that since 1999 his use of electricity was very little. In May 1999 he received high bill. On 25th May 99 he lodged high bill complaint. Subsequently his premises were found in dark & no meter available in the meter cabin. From 2000 to 2007 his business activity was closed, as he was out of Mumbai. In September 2007 he came back in Mumbai, but still his premises were in dark & the unpaid bills accumulated in thousands. On 22/10/07 he applied for waiver of D.P. charges as per the advice from respondent. Subsequently in February 2008 to his surprise he was served a bill of Rs.89216/- for accumulated unpaid charges even though there was no supply since 1999. Now the meter O485929 was found in the meter cabin at different location with several wires taken out. Suspecting theft, called Vigilance Department & lodged police complaint but no action was taken. Later on 17/03/08 meter found in broken condition. In the mean time meter was not found in the meter cabin. Same was informed to the respondent on 28/04/08. Instead of taking action respondent advised to lodge FIR. At last after payment of Rs.10,000/- on 20/11/08 new meter was installed. Complaint further submits that even after installation of new meter he was still billed for units recorded by the old stolen meter. Aggrieved by this he approached to the IGR cell of the respondent. Complaint further submits that in response to the IGR complaint respondent failed to reply why the meter was not on the board for 8 years, who was using the electric supply since last 8 years, why they have not disconnected the meter for non payment? How meter reappeared? Complaint further submits that respondent has failed to act up on the inspection report that meter was not on the site & premises were in the dark. Meter was last read on 30/06/2000 up to reading 3854 whereas he paid the bill up to reading 2881 in Jan 2000. Meter was neither read nor billed for 10 years but respondent didn't take any action to read it or assess who was the user of electricity. He is surprised that the meter was not removed even though the dues remained unpaid for 10 years. He has also said that he was never defaulter in payment of electricity bills inspite of high bill complaint lodged by him in May 1999. Reading folio for the period June-2000 to Dec-2007 is not provided by the respondent. He had written to the respondent vide letter dtd. 22/10/2007 to settle the bills with a request to waive the D.P. Charges. He wants to know who has declared the meter stolen. He has asked why no action was taken when he complained for high bill vide his letter dtd. 20/5/1999 & 9/11/1999. He has asked why his meter was not disconnected even though he was declared defaulter of payment for the last 7/ 8 years. One fine day how the meter was found by the respondent at his installation & could take the reading. He has not received reply to his letter dtd. 20/11/2009 & 24/11/2009 under RTI Act. He has asked why he should suffer due to in action from the respondent.

In counter Respondent, BEST Undertaking has submitted its contention inter alia as under

5. The Meter No0485929 of the A/c No. 798-953-065*9 was installed at the consumer's premises on 20.08.1998 for commercial purpose. The first bill was forwarded to the consumer in April 1999 for 596 units giving the slabwise benefit of 9 months. The next bill was preferred in October 1999 for 1311 units giving the slab benefit of 6 months. Thereafter the consumer was billed correctly as per consumption up to April 2000. As per ledger position consumer has made regular payments of his electricity bills till May'99. From Jan 2000 onwards he has not made any payment.
6. The consumer was not billed from June 2000 to December 2007 as our meter reader couldn't read the meter due to 'N' code ie. Meter not on board. The meter reading was noted in January 2008 as 7758 & accumulated bill of 3904 units was preferred to the consumer. As the consumer has not settled the bill and made the part payment, the bill amount started increasing due to interest amount on unpaid bill. Now, upto December 2009 the bill amount increased to Rs.1,54,954.00. This includes interest amount of Rs.34973.00 & delayed payment charges of Rs.48376.00. The D.P. amount was wrongly mentioned as Rs.98,258.00 in the reply letter dated 1.1.2010 forwarded to consumer instead Rs.48,258.00.
7. Meanwhile the meter No.0485929 was declared stolen on 5.5.2008 & on humanitarian ground after accepting on A/C payment Rs.10,000.00/- new meter No.C98256 was installed on 22.11.2008. At that time the arrears amount was Rs.93,951.00. Also the stolen meter charges were paid by the consumer.

8. After February 1998 consumer was not billed up to April 1999. In April 1999 he was billed for 599 units giving slab wise benefit. Again in Oct-1999 the consumer was billed for 1311 units giving slab wise benefits. As such there was no consumption recorded on the meter. Letter dtd 20.05.1999 & 9.11.1999 received by the undertaking but no action was taken by the undertaking that time. The undertaking has not removed the meter. Complainant has not enclosed any proof as regard he left Mumbai & came back to Mumbai. Complainant's supply was not disconnected & meter was not removed by the undertaking. On consumer's letter dated 22.10.2007 requesting waiver of D.P. charges no action was taken by the respondent at that time. The meter reader has noted reading as 7758 & bill of 3904 units was sent to the consumer for the period June 2000 to December 2007. The meter remains in the custody of the consumer, hence it is the responsibility of the consumer to see that whether anybody is using supply through his meter anybody is shifting the meter from one place to another. The consumer has stated that he is monitoring the meter every day, it means that meter was at site at that time. The letter dated 5.5.08 was sent to the complainant to lodge the FIR for the stolen meter. As the consumer has not paid the previous bills, the interest & D.P. charges added in & arrears amount went on accumulating.
9. Complainant consumer has paid the last bill of Rs.4896.00 on 28.1.2000 when the arrears amount up to Dec-99 was Rs.9346.00. In Jan,08,3904 units were billed to the consumer on actual reading but he has not paid the same. Now up to the bill period ending Dec, 09 the arrears has been accumulated to Rs.154954.00. Even though he has actually used the energy but he is not ready to pay the bills.
10. From above it is clear that consumer has not paid single rupee for the electricity used for the period from June 2000 to December 2007, as such our bill amounting to Rs.1,54,954.00 is legitimate dues & consumer may be directed to pay the arrears amount.
11. Reading folio for the period June 2000 to Dec-2007 are not available with the respondent. Our submission is based on the correspondence made in the past & the available documentary evidences. We agree that some of the consumer's letters were not replied by us. We agree that slabwise benefit is not given to the consumer for the outstanding amount. As per procedure order 164 the complainant is not liable to get benefit of D.P waiver scheme as his meter was not removed prior to 1/10/2006, for non payment of arrears. Due to typographical error the interest amount shown was wrong.

Reasons

12. We have heard the complainant in person viz. Mr. Kadar S. Khan and learned representatives Shri. P.S. Deshpande, AOC 'G/N' ward & Miss. R. V. Khandekar, DYE (G/N ward) for the respondent BEST Undertaking, at length. Perused papers.
13. At the outset we observe that the present matter on our hand has been teeming with various types of grievances, preferred before this Forum for its redressal. To begin with, we advert to the grievance raised by the complainant in regard to 'high electricity consumption charges bill', being raised by the respondent BEST Undertaking during the month of May, 1999. In this regard we observe that the complainant contends that he was carrying out a business of manufacturing "Chikki", therefore had opted for meter for commercial use. On account of loss in business from year 1999 there was a less consumption of electricity. Despite it the complainant received electricity consumption charges bill on higher side. Therefore he had submitted a written complaints dtd. 20/5/1999 & 9/11/1999 to the respondents. However, no heed was paid by the respondent BEST Undertaking.
14. In this connexion we are of the view that the said grievance raised by the complainant has been devoid of any merit. A bar perusal of a relevant provision of law provided under sub section (6) of section 26 of the Indian Electricity Act, 1910, which was in operation at the relevant times, blatantly manifest that in regard to any dispute or difference arises, whether the meter is correct or not, the matter has to be decided by an "Electrical Inspector", upon the application to be moved by the aggrieved party. A bare perusal of the provision of law provided under sub section (6) of section (26) *inter alia* further lays down that the authority lies with such electrical inspector to opine whether the meter is correct or not and further to estimate the amount of energy supplied to the consumer not exceeding 6 months.
15. We observe that by virtue of such legal provision referred to above, the complainant was under statutory obligation to approach the electrical inspector and not the respondent BEST Undertaking, for redressal of grievance in regard to the meter was not recording the "correct" electrical consumption, and as such the bill was on higher side. Admittedly the complainant failed to comply with such statutory obligation. We thus find no merit in the said grievance and proceed to hold that the respondent BEST Undertaking has rightly proceeded to raise a "net bill" of Rs.13,590.07 during the month of June 2000.
16. We further observe that the complainant has contended that, as he was not doing well in his business therefore on closing the premises complainant had left Mumbai and proceeded to his native place in the year 2000 and thereafter came back to Mumbai in the month of September 2007. During this period as per the contention of the complainant his meter was removed from its place and his premises was in dark. Therefore for non use of any electricity consumption, he was not liable to pay any charges to the respondent. Complainant has also contended that at the time of leaving Bombay, the respondent instead of replying the letters sent by the complainant complaining about raising the electricity consumption charges on higher side, removed the meter and kept the premises of the complainant in dark and thereafter the complainant had left Bombay in the year 2000, closing his premises.
17. In this context we observe that the various correspondence entertained by the complainant with the respondent Undertaking profoundly manifest that he was prompt and diligent in filing the complaints. Accordingly, in the year 1999 he has complained in writing for showing the consumption of electricity charges on higher side by the respondent. However, there has been no shred of evidence placed on file by the complainant informing the respondent about removal of the meter when he had left Bombay for proceeding to native place. In our considered view when the complainant had allegedly decided to close down his business alongwith his premises and to leave the Bombay for proceeding to his native place to try his luck there, he ought to have informed and returned the meter to the respondent. We therefore hold that the respondent had not removed the meter on receiving the complaint dtd. 20/5/1999 & 9/11/1999 from the complainant on the subject of raising high electricity consumption charges bill.
18. We further observe that as per the submission of the respondent Undertaking placed before this Forum, the complainant was not billed from June 2000 to Dec 2007 as its meter reader could not record the readings as the meter was not available on the board. The respondent found the meter on board in the month of June 2008 showing the reading of electricity consumption as 7758 units. It is therefore the accumulated electricity consumption units found by the respondent has been 3904 for which a net bill has been shown as Rs.89,215.84 by the respondent in its ledger placed before this Forum by either party to the litigation.
19. The complainant has strenuously urged before this Forum that he had returned to Bombay in the month of September 2007 and found no meter in the cabin and his premises was in dark. Therefore he repeatedly approached the respondent and the police authorities with his grievance of lost of the meter. Thereafter in the month of Feb 2008 the complainant received a bill of Rs.89,216 and therefore he rushed to the meter cabin & found the meter being there but located at a different place, through which several wires were taken out to different directions by some anti-social elements for using electricity supply. The complainant therefore had also repeatedly approached the respondent and the police authority complaining about the theft of electricity from his meter by unknown anti-social element but nobody has taken the cognizance of his complaint.
20. In this regard at the cost of repetition we observe that there is no merit in the contention raised by the complainant that at the time of his leaving Bombay in the year 2000, there was no meter and his premises was in dark. We have already held that it is from the month of June 2000 till Dec 2007 the meter was not at its place on board.
21. In our considered view the various provisions provided under Indian Electricity Act, 1910 and that under Electricity Act, 2003 manifest that the meter provided to the consumer like the complainant, is always in the custody of the consumer. Thereby he is under legal obligation to guard and ensure the existence and safety of the meter. In this context we may advert to a provision provided u/s 20 of the Indian Electricity Act, 1910. Under this provision it has been *inter alia* provided that a distribution licensee can enter the premises of the consumer for inspecting, testing, repairing or altering the electricity supply, lines, meters, fittings etc but at, any reasonable time and on informing the occupier. In the contingency of consumer refusal to allow a licensee to enter his premises, it is after expiry of 24 hrs from the service of a notice on consumer, the distribution licensee can cut-off the supply of such consumer for so long as such a refusal or failure continues, but for no longer.
22. We further find a statutory provisions provided u/s 47 and section 55 of the Electricity Act, 2003, requiring a consumer for giving a reasonable securities to be determined by a regulation in respect of the electricity and electric meter supplied to him. Accordingly we find a regulation no. 14 being provided under the MERC (Electricity Supply Code and other conditions of supply) Regulations 2005, requiring a consumer to provide securities for the price of the meter.

23. To sum up on this count, on perusal of the various statutory provision like the one referred to above, we are of a considered view that as per the scheme of the law, the complainant was under statutory obligation to safeguard the existence and safety of the meter entrusted to him by the distribution licensee. In the contingency the meter provided to the complainant was lost as contended by the complainant, he ought to have complained to the respondent alongwith a copy of the First Information Report, lodged with the concerned police station, as provided under regulation 14.2 of the MERC (Electricity Supply Code and other conditions of supply) Regulations, 2005. We find that the complainant has miserably failed in discharging such a legal obligation cast on him and therefore it is highly unsustainable on his part to pass on entire blame to the respondent for lost of the electricity meter.
24. In our considered view the respondent BEST Undertaking has rightly taken a reading of the said meter in the month of Jan 2008 when they found the same on the board. In this regard, it is pertinent to note that the complainant has contended that in the month of Feb 2008 on receiving a bill of electricity consumption charges of Rs.89,216 he found the missing meter on the board but the same was located at a different place and to his surprise several wires were taken out in different directions from the said meter by an unknown anti-social elements. The complainant has vehemently contended that he has reported such theft of electricity to the respondent Undertaking as well as to the various authorities of police but nobody has taken the cognizance of the same.
25. In this context we observe that the regulation no. 9 provided under MERC (Electricity Supply Code and other conditions of supply) 2005 clearly lays down that the work of wiring at the premises of the consumer beyond the point of supply, has to be carried out by the consumer. At the cost of repetition, we observe that the electric meter provided by the respondent to the complainant was in the entire custody of the later. It is therefore explicitly clear that from the point of supply from the meter, the electricity emanating and flowing there from needs to be treated as a property of the consumer. Obviously therefore for whatever consumption of electricity emanating from the electric meter in any manner, for the same it is the consumer, like the complainant who would be liable to pay the charges to the distribution licensee.
26. In our view the complainant was under obligation to ensure that he alone would enjoy the electricity supply emanating from the meter provided to him by the Respondent and no one else. Therefore instead of complaining to the police authority and respondent, in the first instance the complainant ought to have taken an immediate step to cut-off such electric supply illegally availed from his meter by the other so called anti-social elements. At this juncture pertinent to observe that the complainant has contended his inability to find out such so called anti-social element who were allegedly illegally availing such supply from the meter of the complainant. We find such contention raised by the complainant being highly untenable and being pleaded by the complainant as a subterfuge to evade the electricity consumption charges raised by the respondent against him. We therefore hold that the respondent has rightly recorded a consumption of 3904 units in the month of January 2008 being used by the complainant and holding him to pay the charges for the same.
27. We observe that as contended by the complainant in the month of Feb 2008 a bill of electricity consumption charges of Rs.89,216/- came to be served on him. In a bare perusal of entries in the ledger made by the respondent we find that the said bill was raised for consumption of 3904 units by the complainant by the end of Jan 2008. To reiterate respondent has rightly recorded the electricity consumption unit of 3904. In this context however, it is significant to note that the complainant by submitting various written complaint to the respondent found to have brought to the notice of the respondent the lost of the meter and theft of electricity allegedly committed by some anti-social elements. In our considered view the respondent BEST Undertaking for playing a role of 'model distribution licensee', ought to have replied the complainant promptly from time to time. We are therefore of a considered view that the complainant deserve a relief of restraining and depriving respondent BEST Undertaking for levying and imposing the D.P Charges and interest, while charging the complainant for consumption of 3904 units as recorded in the month of June 2008.
28. We further observe that the old meter no. 0485929 found by the respondent Undertaking on the board in the month of Jan 2008 was further found to be being lost by the complainant as alleged by the complainant on 29/4/2008. In this regard we may advert to a letter dtd. 24/10/2008, addressed to the Chairman of the respondent Undertaking by the complainant. The respondent Undertaking has also placed on file a letter dtd. 21/8/2008 addressed to (Commercial North) under the signature of the complainant enclosing a copy of the First Information Report about the theft of a meter no. 0485929 on 20/4/2008. Thereby complying with the regulation no. 14.2 provided under MERC (Electricity Supply Code and other conditions of supply) the complainant found to have applied for providing a new meter and restoring the electricity supply to his premises. It is significant to observe that the said compliance has been done by the complainant in the month of Aug 2008. Admittedly, thereafter he has been provided with the meter no. C982586 and installed on 22/11/2008 as submitted by the respondent in para 28 of its written statement placed before this Forum. However, a grievance has been raised by the complainant that despite such new meter was installed and electricity supply was restored to his premises, still the complainant was billed for the units recorded by the old stolen meter and thereby he has been put to the loss illegally.
29. In this context we observe that a bare perusal of the entries in its ledger maintained by the respondent and placed before this Forum, manifest that the complainant had remitted an amount of Rs.10,000/- for providing a new meter. To reiterate it is the contention of the respondent that the new meter no. C982586 was provided by it on 22/11/2008. However, we find a mentioning of the old meter no viz. 0485929 till the month of Oct 2009 in the said ledger maintained by the respondent. Therefore there is a merit in the contention raised by the complainant that despite a new meter was installed on 22/11/2008 the electricity consumption charges bills served on the complainant were showing a consumption of electricity through the old meter.
30. However, in this regard we are of a considered view that a bare perusal of the entries in regard to the reading noted by the respondent Undertaking in the ledger blatantly manifest that till the month of Nov 2008 the reading has been showing as 7758 units. It is in the month of Dec 2008 the reading in the meter has been shown as 53 units and the consumption of the units shown as 46 units. Thereafter till the month of Dec 2009 the entries in respect of reading in the meter and units consumed by the complainant has been shown in continuence there to.
31. We therefore uphold the contention raised by the respondent Undertaking that although a new meter no. C982586 was installed on 22/11/2008 the note of such installation of a new meter has not been taken by its Electronic Data Processing section (For short "EDP") promptly from the month of Dec 2008. Instead from the month of Nov 2009 the said EDP section has started showing on record the new meter viz. C982586. Accordingly, we find a concerned entries in a bare perusal of a ledger placed before us by the respondent Undertaking.
32. To conclude on this aspect, despite the respondent Undertaking has not taken on its record viz. ledger and electricity bills, promptly a new meter no. C982586, it has not caused any loss to the complainant, as the electricity consumption charges bill has been raised against the complainant on the basis of the readings recorded as per the new meter no. C982586. Evidently, therefore no monetary loss has been caused to the complainant and we find the mentioning of the old meter number in the electricity bill as well as that in the ledger, being shearly a technical and innocuous error on the part of the respondent Undertaking.
33. We find that by the end of Dec 2009 the entries in the ledger shows the complainant being liable to pay electricity charges of Rs.1,54,954.33 on account of his non payment of electricity charges from the month of June 2000 till Dec 2009. We have already observed that the respondent Undertaking ought to have been prompt in taking cognizance of the complaints made by complainant from time to time and replied him accordingly. In such given peculiar set of facts we are of a considered view that there is a justification available and warrant for restraining respondent Undertaking from levying a D.P charges & interest on the complainant while raising the electricity consumption bill against it for a period from June 2000 to Dec 2009.
- Dessenting observation of Smt. Varsha Raut**
34. Mr. Kadar Khan is a regular consumer of BEST who has made regular payments of his electricity bills. Complainant had complained about high billing in the May 99 and Oct 99. Respondent has charged him in the month of Apr 99 for 9 months and then Oct 99 f 6 months.
- His ledger from June 96 shows that he was getting supply through meter NoE827596 until Dec 98. In this period, his minimum units consumed were 37 and maximum 147. His actual bill has never gone beyond Rs 500/-.

35. Respondent in their reply to CGRF has stated that, Meter No 0485929 was installed on 20.8.98 for commercial purpose. (Although, the ledger shows that the meter was installed in Jan99) It further states that 'The 1st bill was forwarded to the consumer in April 99 for 596 units giving slab benefit of 9 months. The next bill was preferred in Oct 99 for 1311 units giving slab benefit of 6 months.'
36. In their comments in point 1, The Respondent states that after February 1998 the consumer was not billed up to April 99 i.e. consumer not billed for more than 12 months and no explanation offered by the Respondent for the same. Respondent has further stated that he was billed in Apr & Oct 99. They have further said that *there was consumption recorded on the meter, but Respondent has not shown any documentary evidence about the same.* The Respondent has also admitted that receipt of complainant's two letters dtd. 20.5.1999 and 9.11.1999 about excess billing and admit that "no action has been taken by the Undertaking at that time". Again, no explanation whatsoever has been given by the Respondent for not taking any action on these two letters of the Complainant complaining about excess billing.
37. Ledger entries of the Respondent shows that consumer was being charged thus he has made the payments too including his high bill of May 99 for which he has grievance.
The bills paid by complainant are as follows.
- | | |
|--------------|-----------------------|
| Apr 98 | Rs.371 |
| May 98 | Rs. 103 |
| Aug 98 | Rs. 221 |
| & | |
| May 99 | Rs.2790 |
| June99 | Rs.309 |
| Total | Rs 3794/- |
| Oct99 | Cr balance of Rs314/- |

From above statements, it appears that Respondent too had some doubts about the functioning of meter. ***It is pertinent to note that although consumer complained about high billing, the Respondent has not taken any steps to test the meter and instead raised the bills and gave the slabs to make the payments.***

Respondent has not replied why it has taken 9 months to prefer 1st bill and 6 months to 2nd bill.

38. In this matter, Respondent Co without raising any formal dispute about correctness of meter with the consumer raised the bills **unilaterally for 9 months** in Apr 99 and then in Oct 99 for **6 months** and made additional demand.
- No doubt, this particular matter attracts Sec 26 (6) of Electricity Act 1910 which says, *"if there is any difference or dispute about the meter it shall be decided, upon the application of either party, by an Electrical Inspector."* In this case neither party has approached Electrical Inspector. But, complainant has made complaints with Respondent twice for which Respondent has, admittedly, not paid heed to. Given the general gullibility of consumers about legal provisions, it becomes moral as well as legal duty of the Respondent to have the meter duly tested by the Electrical Inspector as provided under Sec 26 (6) of the Electricity Act-1910. The Respondent which did not bother to even reply to the Complainant's two letters dtd. 20.5.1999 and 9.11.1999 about excess billing cannot hide itself behind technicality of law saying that the Complainant should have applied to the Electrical Inspector. The Respondent is clearly found deficient in not at all acting or even replying to the Complainant's said two letters about the excess billing. Under the circumstances, the Respondent cannot be allowed to recover the amounts of the disputed bills from the Complainant and will be entitled to recover only average amount to be worked out by the respondent based on previous 6 months bills.
39. The 2nd grievance of the Complaint starts when he was back after 7 years and asks for new meter connection, he was informed by the Respondent to pay his previous dues which were now accumulated in several thousands. In the year 2007, when he returned he was advised by Respondent to apply for D.P waiver scheme, which was going on that time. He made application at Ward level vide letter dated 22.10.2007. Again, to this letter to he does not have the response from Respondent. Instead of acting on his complaint dtd. 22.10.2007 about D.P waiver, Respondent took two tests of meter one on 30.10.07 and another on 27.12.2007 **wherein it is mentioned that meter not found on board and premises not traceable.**
40. In the month of Feb 2008 Complainant received the bill of Rs 89,216/-. The Respondent has stated in the 2nd para of their reply to CGRF, "The consumer was not billed from June 2000 to Dec 2007 as our Meter Reader cannot read the meter due to 'N' code i.e. Meter Not On Board." They have further stated that, "The Meter Reading was noted in Jan 2008 as 7758 and accumulated bill of 3094 units was preferred to the consumer."
41. When we checked the ledger, it is observed that the meter reading was showing the reading as 3854 from June 2000 till December 2007. Suddenly in January 2008 the meter reading shows the figure of 7758 i.e. consumption of 3904 Units (7758 minus 3854 = 3904 units) in just one single month! The Complainant thus received a bill of Rs 89,216/- in February 2008 which obviously shocked him. When he checked the cabin he found the said meter (no. O485929) which was missing for all the while, was seen at different location in the cabin in a shabby deteriorated condition and through which several wires were taken out to different directions although his own premises were still in dark. The Complainant therefore wrote letter dtd.28.02.2008 to the Vigilance Dept of the Respondent and to the Shahu Nagar Police station complaining about suspected theft of power. The Complainant has further stated that he met Mr. Sheikh of Vigilance Dept and Mr Veer, the Ward Officer on 3rd March'08 but instead of investigating the Complainant's complaint about the theft and illegal diversion of power supply, the duo reprimanded the Complainant and also threatened him to implicate the Complainant himself in the theft. The Complainant thereafter wrote letter dtd. 05.03.08 to the General Manager of the Respondent and DCP Zone V, Worli. None of them either acted upon it or even replied to his letter. The Complainant, undeterred, again wrote letter dtd. 17.03.2008 to the Divisional Engineer, G – North when he noticed the said Meter in broken condition with live wires going out from there. He further wrote Reminder letter dtd. 27.0.3.2008 to the General Manager of the Respondent requesting him to take cognizance of his complaint by once again narrating the entire episode. The Complainant thereafter wrote two more reminders dtd. 16.4.08 and 02.05.2008 to the General Manager of the Respondent.
42. The Respondent's response to these grievances, as filed before this Forum is, to say the least, quite disturbing. In response to Complainant's grievance that his letter dtd. 28.2.2008 complaining about possible power theft was not acted upon, the Respondent says that *"Meter remains in the custody of the consumer, hence it is a responsibility of the consumer to see that whether anybody is using supply through his meter or anybody is shifting the meter from one place to another."*
43. When the Complainant alleges that when he met Mr Sheikh of Vigilance Department and Mr. Veer, Ward Officer of the Respondent with this complaint of theft on 3rd March'08 he was threatened by the duo to implicate the Complainant in theft case, the Respondent simply says "No Comments"! The Respondent further simply admits that no reply was sent to Complainant's letter dtd. 05.03.2008 addressed to the General Manager and does not offer a single word of explanation about this failure and inaction. Same is the indifferent and callous response of the Respondent to Complainant's repeated allegations of failure and inaction in not replying to his letters after letters sent to various authorities including three reminders to the General Manager. The Respondent has simply stated "No reply was sent to the consumer". Surely the Respondent cannot just get away by saying that no reply was sent. The Respondent owes an explanation and that too satisfactory explanation to the Complainant as well as to this Forum. It appears that the Respondent is taking such complaints quite lightly.
44. It is significant to note that the Complainant has specifically alleged in his above-referred letters connivance of the Respondent's employees/officials with some elements responsible for power theft. It is significant to note that these allegations have neither been challenged nor even denied by the Respondent in their reply. Under the circumstances, an obvious inference can be drawn that unless the Respondent's employees and top officials are hand-in-gloves with some miscreants, the Respondent would not keep silent on receiving repeated complaints about the suspected power theft. In fact, it is appropriate to reproduce below Sec 150 (2) of the Electricity Act 2003 which reads thus: ***"..... if any officer or other employee of the Board or the Licenseeabstains from doing, permits, conceals or connives at any act or thing whereby any theft of electricity is committed, he shall be punishable with imprisonment for a term which may extend to three years or with fine or with both."***
45. From the said provision it is crystal clear that the Parliament has viewed inaction or connivance on part of the Licensee's officers/employees in respect of power theft very seriously. Under such circumstances, even this Forum within its power and jurisdiction also cannot take a lenient view of such instances when brought on record with adequate and undisputed evidence. The entire complaint in this regard is serious. Considering the entire record before us, it has to be admitted that the Complainant

has more than adequately proved his allegations of inaction, deficiency, connivance and abetment of Respondent's officers/employees with regard to his complaints of suspected power theft, tampering of meter and consequent huge excess bill of 3904 units in just one month although the Complainant's own premises remaining in dark.

46. This entire episode does not show the Respondent in good light at all. The Complainant's claim for suitable compensation for mental agony, torture and hardships is fully justified considering the protracted correspondence which the Complainant had to resort to due to sheer inaction and indifference and/or connivance of the Respondent's officials. I therefore feel that the Complainant deserves to be compensated by the Respondent for this unexplained inaction, indifference and irresponsible attitude demonstrated by the Respondent's officials in handling the Complainant's genuine complaint. The Respondent shall therefore pay an amount of Rs 20,000/- to the Complainant by way of compensation within one month from the date of this Order and recover the same from the officers/employees responsible for such gross inaction and indifference shown in this matter. (Such award of compensation and recovery of the same from the Respondent's officers/employees is based on the landmark judgment of the Supreme Court in Lucknow Development Authority v/s. M.K. Gupta.)
47. As regards the bills raised by the Respondent for June 2000 to December 2007 (including accumulated DP charges and interest), the same is clearly not recoverable by the Respondent in view of Sec 56 (2) of the Electricity Act 2003. since the same was not shown continuously as recoverable as arrears of charges for electricity supplied in the bills issued by the Respondent. Further as regards, the Respondent's claim for 3904 units allegedly consumed by the Complainant in just one month of January 2008, the same on the face of it appears to be absurd and untenable. The Complainant is on record having written several letters complaining about suspected power theft and several wires coming out from his meter and yet his premises being in dark. The Respondent has neither acted on any of his complaints nor given any satisfactory explanation for such absurd bill of 3904 units in just one month. Hence, the said bill, which on the face of it appears to be mala fide, cannot be allowed to be recovered from the Complainant and I therefore quash and set aside this disputed bill.
48. For the reasons stated above we proceed to pass the following order by virtue of majorities view.

ORDER

1. The complaint no. N-G(N)-91-2010 dt . 25/1/2010 filed by the complainant stands partly allowed.
2. The complainant is liable to pay electricity consumption charges of Rs.13,590.07 till the period of June 2000.
3. The respondent BEST Undertaking hereby directed to raise an electricity consumption charges bill against the complainant for a period from July 2000 to Dec 2009 without imposing on him any D.P charges and interest there upon.
4. The respondent BEST Undertaking further directed to allow the complainant to pay the said electricity consumption charges referred to above, in 3 equal monthly installments.
5. Copies be given to both the parties.

(Shri. R.U. Ingule)
Chairman

(Shri.S.P.Goswami)
Member

(Smt. Varsha V. Raut)
Member