

**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)-80-09 dt. 10/08/2009**

Shri. Pramod Damodar Bhosale .....Complainant

V/S

B.E.S. & T. Undertaking .....Respondent



**Judgment by Shri. R.U. Ingule, Chairman**

Shri. Pramod .D Bhosale, Damodar Koli Niwas, House No. 180 H, Dharavi, Koliwada, Mumbai – 400 017, has come before forum for grievances regarding Grievance against bill amount of A/c No 763-616-141\*3.

**Brief history of the case**

- 1.0 As per Shri. Pramod .D Bhosale (complainant) he receives bill amount of Rs.400 to Rs.500 approximately for consumption of 140 to 170 units per month. However, in the month of August 2008 he received bill amount of Rs.5122/- and units used were shown in the bill was 2062. Complainant questioned why there is so much difference in the units of two bills. He stated that the bill amount of 2 ½ years was recovered only in single bill.
  
- 2.0 As per respondent, complainant was billed on actual reading upto November 2006. Due to obstruction before the cabin the consumer was billed on unread basis during November 2006 to July 2008. The complainant was served letter for removing the obstruction by respondent. The obstruction was cleared in the month of August 2008 & the complainant was billed on actual reading (15972 – 13910) for 2062 units in the bill for period ending August 2008. As the bill was accumulated for 25 months slab-wise credit of Rs. 551.50 was given to the complainant in the month of December 2008 bill.
  
- 3.0 As per respondent the bill of August 2008 for Rs. 5122/- was disputed by the complainant as a high bill and complainant was allowed to make the payment of current bill of Rs. 799/- only. Till the dispute is finalized the complainant was allowed to make the payment of current bill only.

- 4.0 Complainant requested respondent to rectify the same electricity bill. As per complainant, excess bill amount of Rs.5779/- paid by him in cash vide Rec no. 159-066760 dtd. 27/11/2008 should be refunded. He further requested to refund the delayed payment charges (as per him Rs.395.53) and Interest levied thereon.
- 5.0 As per respondent in the bill of October-2008 the net amount payable was Rs.5779/-, however the complainant was allowed to make the payment of Rs.665/- against the current bill. As the printed amount on the bill was 5779/- the receipt of the above amount was inadvertently punched by the counter clerk & receipt of payment of 5779/- was issued to the complainant. While depositing the amount, the shortage of Rs. 5114.00 was manually corrected on the stub of the bill & necessary advice was sent to EDP dept. of respondent to correct the payment of Rs. 665.00 in the ensuing bill. Accordingly the payment of Rs. 665.00 has been reflected in the bill of November-2008.
- 6.0 The complainant registered their grievances in Annexure 'C' format on 13/4/2009. Unsatisfied by the action taken by respondent against their complaint in Annexure 'C' format vide respondent's letter dtd. 27/4/2009, the complainant lodged their grievances with CGR Forum in Annexure 'A' format on 10/08/2009.

**Consumer in his application and during Hearing stated the following**

- 1.0 As per complainant he receives bill amount of Rs.400 to Rs.500 approximately for consumption of 140 to 170 units per month. However, in the month of August 2008 he received bill amount of Rs.5122/- and units used were shown in the bill was 2062. Complainant questioned why there is so much difference in the units of two bills. He stated that the bill amount of 2 ½ years was recovered only in single bill.

- 2.0 Complainant requested to rectify the same electricity bill. As per complainant, excess bill amount of Rs.5779/- paid by him in cash dtd. 27/11/2008 should be refunded. He further requested to refund the delayed payment charges and Interest levied thereon.
- 3.0 Nature of relief sought from the Forum:-
- 3.1 As per complainant Rs.5,779/- was paid by him in cash, vide Rec no. 159-066760 dtd. 27/11/2008. The said amount is not yet credited to his A/c no. 763-616-141\*5 up till now. The same may be credited to his bill no. given above, instead of Rs.665/-.
- 3.2 Complainant states that the total delayed payment charged up till now, comes to Rs.395.53. The details of which are given below. The same may be refunded / credited to him.

<u>Month</u>	<u>D.P.C.</u>	+	<u>Interest</u>
Nov.08	Rs. 48.48		--
Jan.09	Rs. 5.14		--
Feb.09	Rs.14.80		Rs. 2.19

Mar.09	Rs.14.40		Rs.59.82
Apr.09	Rs.10.46		Rs.75.93
May.09	Rs.38.49		Rs.67.36
Jun.09	--		Rs.58.28
& so on	_____		_____
	Rs.131.77	+	Rs.263.58 = Rs. 395.35

3.3 Delayed payment charges and Interest levied thereon may be refunded fully till the matter is finalized favourably.

3.4 Complainant had been furnished a disconnection notice dtd. 20/5/2009 for non payment of Rs.7175/-. The same amount pertains to his disputed bill amount for which he had not received the credit for. Therefore, he requested the Forum to correct his electricity bills on current consumption basis and meter/supply should not disconnect till the matter is amicably resolved.

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

1. The complainant Shri. Pramod Damodar Bhosale was billed on actual reading upto November 2006. Due to obstruction before the cabin the consumer was billed on unread basis during November 2006 to July 2008. The complainant was served ESL-38 for removing the obstruction. The obstruction was cleared in the month of August 2008 & the complainant was billed on actual reading (15972 – 13910) for 2062 units in the bill for period ending August 2008. As the bill was accumulated for 25 months slab-wise credit of Rs. 551.50 was given to the complainant in the month of December 2008 bill.
  
2. The bill of August 2008 for Rs. 5122/- was disputed by the complainant as a high bill and complainant was allowed to make the payment of current bill of Rs. 799/- only.
  
3. The complainant had lodged the oral complaint on 23.09.2008 vide his complaint No.D-1610. Till the dispute is finalized the complainant was allowed to make the payment of current bill only which is as follows:

Month	Net payable amount	Corrected bill amount	Date of correction	Date of payment
Aug. -2008	5122	799	Not visible	25.08.2008
Sept.2008	5546	430	31.10.2008	03.11.2008
Oct.2008	5779	665	20.11.2008	27.11.2008

4. In the bill of October-2008 the net amount payable was Rs.5779/-, however the complainant was allowed to make the payment of Rs.665/- against the current bill. As the printed amount on the bill was 5779/- the receipt of the above amount was inadvertently punched by the counter clerk & receipt of payment of 5779/- was issued to the

complainant. While depositing the amount, the shortage of Rs. 5114.00 was manually corrected on the stub of the bill, (challan No. 63 dated 27.11.2008) & necessary advice was sent to EDP to correct the payment of Rs. 665.00 in the ensuing bill. Accordingly the payment of Rs. 665.00 has been reflected in the bill of November-2008.

5. The complainant in his letter dated 10.08.2009 has stated that he paid the bill of Rs.5779/- for the period from 01.10.2008 to 04.11.2008 fearing that his supply may be disconnected for non-payment of bills. However, as per record no notice for disconnection of supply was sent to the complainant by respondent till March 2009. The 1<sup>st</sup> such notice was preferred to the complainant on 20.03.2009. Hence the statement of the complainant is not correct.
  
6. As per respondent the complainant had been approaching the Dept. from August to October 2008 for correcting the bill and making payment of current bill. It is unlikely that the complainant after correcting the bill of October 2008 suddenly decides to make full payment of disputed bill.



7. While going through the 'bill paid history' from May 2005 till October 2008 it is noticed that the bill amount has never exceeded Rs.1000/-. After receiving the bill of Rs.5122/- the complainant had disputed the bill and had been paying current bill by getting the bills corrected. The dispute was not resolved and practically it is unlikely that complainant will pay the full amount in one stroke. Before making full payment the complainant has not informed the respondent or complainant had not paid the amount under protest.
  
8. As per respondent the complainant's request for relief is not justified. Hence, complainant may be directed to pay the arrears amount.
  
9. Vide note ref no. DECC(G/N)/AOCC(G/N)/72/2009 dtd. 10/9/2009 Divisional Engineer Customer Care (G/N) informed that the counter clerk has paid Rs.5114/- on 8/9/2009 of A/c no. 763-616-141. The same will be adjusted in the ensuing bill of Shri. P.D. Bhosale. This is also being informed to the consumer Shri. Bhosale by respondent. DECC(G/N) requested to the forum not to process the same case. However, as per our note ref no. CGRF/N-G(N)-80-09/172/2009 dtd. 23<sup>rd</sup> Sept, 2009 informed that we cannot stop the process of the case unless the complainant who has come before Forum makes request for the same.

### **OBSERVATIONS**

1. We have heard the complainant Shri Pramod Damodar Bhosale in person and officials Shri P. S. Deshpande, AOCC(G/N) and D. R. Waman, AOCC(N) for the respondent BEST Undertaking, perused documents.

2. At the outset, we observed that the case on our hand has been an open and shut case. Crux of the grievance raised by the complainant for redressal before this forum has mentioned in the application under schedule 'A', manifest that, the complainant had paid Rs. 5779/- in cash on 27/11/2008 towards the electricity consumption charges for the month of October 2008. However, he learnt from the electricity bill received in the subsequent month that only Rs. 665 was credited to his account. As such, as per the case of the complainant despite of paying amount of Rs. 5779/-, the respondent undertaking has been showing on record receipt of amount of Rs. 665/- from him.
  
3. The complainant at Annexure-B while elaborating his complaint has stated that, in the past his consumption of electricity was about 142-170 units per month costing him Rs. 400-500 per month. However, abruptly in the month of August 2008, the respondent undertaking by serving an electric bill has shown consumption of 2062 units and directed the complainant to pay Rs. 5122/- being charges for the same. As per the contention of the complainant such consumption of units would be for a period of 2 to 2<sup>1/2</sup> years. In spite of it, the complainant has paid the amount of Rs. 5779/- on 27/11/2008 being electric consumption charges, which was in excess. The said amount has been paid by the complainant under fear that his electricity supply could be disconnected by the respondent undertaking.

4. In counter, the respondent '*inter-alia*' submitted that till the month of November 2006, the complainant was served with the electricity consumption bill on actual meter reading basis. Thereafter, on account of obstruction and hindrance in reading the meter, the official of the respondent undertaking could not read the meter. Therefore, under such peculiar circumstances, the respondent undertaking was required to serve the bill on the complainant during the period from November 2006 to July 2008 on 'unread basis'. It is on serving the ESL-38 notice, the complainant removed the obstruction in the month of August 2008 and thereafter, the respondent undertaking could serve the bill on actual reading basis. Therein, the respondent undertaking found that, till period ending month of August 2008, the consumption of electricity was 2062 units. The respondent further stated that, as the bill was accumulated for 25 months, slab-wise credit of Rs. 551.50 was given to the consumer in the month of December 2008 bill. As such no prejudice has been caused to the complainant.
  
5. The respondent undertaking further contented that, in the bill of October 2008, the net amount payable was Rs. 5779; however, the complainant was allowed to make the payment of Rs. 665/- against the current bill. The complainant in fact had paid Rs. 665/- to the counter clerk of the respondent. However, on the receipt handed over to the complainant inadvertently the receipt amount was punched of Rs. 5779/-. While depositing the collection amount with the respondent undertaking, the concerned counter clerk realized shortage of Rs. 5114/-. As per the practice prevailing the said printing mistake on the receipt given to the complainant, was manually credited on the stub of the bill. Therefore, in the bill served on the complainant the payment amount of Rs. 665/- was reflected in the bill of November 2008.
  
6. On perusing documents placed before us in support of pleading submitted before this forum by either party to the dispute and the oral submission made before us, we observe that, the complainant has not disputed an existence of hindrance and impediments which was prohibited an access to the official of the respondent undertaking to note down the actual meter reading for raising the bill against complainant.

7. In view of regulation no. 15.3 provided under MERC (Electricity Supply Code and other Conditions of Supply) Regulation 2005, the respondent undertaking has been empowered to send an estimated bill to the consumer in the contingency where the meter is not accessible for any reason to note down the reading of the consumption of unit. This regulation further provides that the electricity consumption amount so paid by the consumer would be adjusted after the readings are taken during the subsequent billing periods.
8. We thus, found that as the meter provided to the complainant was not accessible during the period November 2006 to July 2008, the respondent undertaking has served an estimated bill and it is after August 2008 the meter cabin was repaired by the complainant and the actual reading could be noted down by the respondent. Therefore, making the necessary adjustment following bills were served on the complainant.

Month	Net payable amount	Corrected bill amount	Date of correction	Date of payment
August 2008	5122	799	Not visible	25.08.2008
September 2008	5546	430	31.10.2008	03.11.2008
October 2008	5779	665	20.11.2008	27.11.2008

10. We thus, found that, there is nothing wrong on the part of the respondent undertaking in serving the estimated bill on the complainant during the period when meter reading was not available and then to make an adjustment in respect of electricity consumption charges to be paid by the complainant on availing the actual reading of the meter. At this juncture, we observe that, the respondent undertaking had raised a contention that, in respect of the bill of October 2008, the net amount payable by the complainant was shown Rs. 5779/- and corrected bill amount was shown as Rs. 665/-. Complainant had paid the amount of Rs. 665 to the concerned counter clerk. However, inadvertently the receipt of payment of Rs. 5779/- was given to the complainant by the concerned clerk. As such there was a shortage of payment of Rs. 5114/- detected and realized by the concerned counter clerk later on. However, prior to the hearing of the complainant under consideration, by submitting written submission before this forum, the respondent undertaking has withdrawn its contention about the said short payment made by the complainant and accepted the case of the complainant about his paying electricity consumption charges of Rs. 5779/- in regard to the bill of October 2008.

11. In view of the foregoing reasons we observe that, there was nothing wrong on the part of the respondent undertaking in serving the estimated bill to the complainant and later on adjusting the electricity consumption charges / on availment of actual reading of the meter as it has been compatible and in consonance with regulation 16.3 as observed above. Secondly, we have found respondent undertaking has accepted the contention raised by the complainant in respect of his paying Rs. 5779/- being the electricity consumption charges as shown in the bill of October 2008. We thus, found no contention raised by the complainant being in the arena of dispute. In the net result, we found the complaint is being liable for dismissal. Accordingly, we proceed to pass the following order.

**ORDER**

1.0 The complaint no. N-G(N)-80-09 dtd. 10/8/2009 stands dismissed.

2.0 Copies to be given to both the parties.

(Shri R. U. Ingule)  
Chairman

(Shri S. P. Goswami)  
Member

(Smt. Varsha V. Raut)  
Member