

| | Date | Month | Year |
|---|------------------------|---------|---------|
| 1 | Date of Receipt | 29 | 05 2024 |
| 2 | Date of Registration | 29 | 05 2024 |
| 3 | Decided on | 18 | 07 2024 |
| 4 | Duration of proceeding | 50 days | |
| 5 | Delay, if any. | — | |

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 Colaba Bus Depot,

Colaba, Mumbai - 400 001

Telephone No. 22799528

Grievance No. C-499-2024 dtd.29052024

M/s Ajaykumar Ghanshyamdas Properties Developers Pvt. Ltd.Complainant

Vs

B.E.S.&T. UndertakingRespondent

AND

Grievance No. C-500-2024 dtd.29052024

M/s Karnani Buildings Complainant

Vs

B.E.S.&T. UndertakingRespondent

Present

Chairman

Coram :

Mr. M.S. Gupta, Chairman

Member

1. Mrs. Anagha A. Acharekar, Independent Member
2. Mrs. Manisha Daware, Technical Member

On behalf of the Respondent

- : 1. Mr. M.A. Kharote
2. Mr. V.K. Ade
3. Mrs. S.S. Dongre

On behalf of the Complainant

: Mr. Sameer Karnani

Date of Hearing

: 05/07/2024

Date of Order

: 18/07/2024

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Judgment

- 1.0 The grievances no. C-499 & C-500 are relevant to properties in the same building premises of Karnani Building, Vithoba lane, Vithalwadi, Kalbadevi Road, Mumbai - 400 002, and are against the same respondent M/s BEST Undertaking. Hence, both these matters are kept simultaneously before the forum and are dealt with by this common judgment. For the sake of brevity, complainant in both these case are hereinafter referred to as "complainants".
- 1.1 The complainant in case no. C-499, M/s Ajaykumar Ghanshyamdas Properties Developers Pvt. Ltd. having premises at 301, 3rd floor, Karnani Building, Vithoba lane, Vithalwadi, Kalbadevi Road, Mumbai - 400 002, has requested this Forum to direct the respondent to accept an amount of Rs. 12,721.00 against settlement as agreed with the respondent and late Mr. Ashok Karnani, earlier and to withdraw the demand of the outstanding amount.
- 1.2 The complainant in case no. C-500, M/s Karnani Buildings having premises at 1923, floor G-5, Karnani Building, Vithoba lane, Vithalwadi, Kalbadevi Road, Mumbai - 400 002 has also requested the forum to direct the respondent to accept an amount of Rs. 25,428.00 against settlement as agreed with the respondent and late Mr. Ashok Karnani, earlier and to withdraw the demand of outstanding amount. Further complainants have given reference of the order of the Hon. High court dated 17.04.2001, in Suit No. 281 of 2000. An ex-parte order of dismissal of suit was also passed by the City Civil & Session Court on 09.12.2019, S.C. Suit No. 7741 of 2000 (old suit no. 281 of 2000 filed in High court and transferred to City Civil Court), due to absence of the plaintiff and his advocate.
- 1.3 The grievances of the complainants as mentioned in the applications and as submitted by them orally before this forum during the course of hearing are as under:
- 1.4 The complainants were ready to pay the amounts due against them of Rs. 12,721.00 & Rs. 25,428.00 to the respondent as directed by the Hon. High court vide order dated 17.04.2001. However, the respondent sent notice to them demanding full payment. The matter was again put up before Hon. City Civil Court for hearing but it was dismissed due to absence of the complainants. The complainants have shown willingness to make payment due as per settlement.
- 2.0 The respondent BEST Undertaking has appeared and filed its reply before this Forum in response to the aforesaid complaint / grievance application of the complainants.

- 2.1 In 1997, there was a dispute about the bill amount due to interchange of meter leads of a/c no. 371-345-129 (Ajaykumar G. Property Developer) with a/c no. 371-345-085 (Karnani Buildings). The Suit no. 281 of 2000 was filed by the consumers against BES&T Undertaking on 17.01.2000 in the High Court and later on, the said suit was transferred to City Civil Court bearing new suit no. 7721, which was dismissed due to absence of the complainant & their representative.
- 2.2 M/s Karnani Buildings had given letters to the respondent on 26.09.1997 & 18.12.1997 for receipt of electricity bills for two separate electric meters D-960387 & E-900214, though only one meter no. D-960387 was pertaining to them and requested to amend the bill & deduct the erroneously charged amount of another meter E-900214. During inspection, the meter no. E-900214 was found burnt & replaced at site by meter no. F-972143, which was connected to third floor office belonging to M/s Ajaykumar Ghanshyamdas Properties and meter no. D-960387 was installed on 19.06.1996 for staircase lighting load in the name of Ms. Karnani Buildings. In place of replacement of Meter no. D-960387 against higher capacity requirement for Staircase lighting & Water Pump load, a new additional meter no. E-900214 was installed on 13.02.1997.
- 2.3 A meter no. D-960288 was installed in the name of M/s Ajaykumar Ghanshyamdas Properties in the same premises on 03.06.1996 for connected load of 0.1 KW commercial load. It was replaced by meter no. G-964018 against extension of load for 4.56 KW. However, due to interchanging of meter leads done by mistake, the bill of meter no. E-900214 was charged to M/s Karnani Buildings in addition to his own meter no D-960387. Thus, M/s Karnani Buildings received electricity bills for two separate electric meters. After inspection the same was informed to M/s Ajaykumar Ghanshyamdas Properties who agreed to pay the dues against meter no. E-900214 . Accordingly, an outstanding amount of Rs. 1,27,726.69 was debited to a/c no. 371-345-129 in the month of Nov'99 and a credit of Rs 1,27,726.69 was given in a/c No. 371-345-085 of Ms. Karnani Buildings.
- 2.4 Further, in the month of Aug'99 avg. 3804 units were inadvertently charged to idle meter no. F-972143 amounting to Rs. 24,470.75 to M/s Karnani Buildings a/c no. 371-345-085. The total arrears was amounting to Rs. 41,427.97 including avg. units, DPC & IOA. M/s Ajaykumar Ghanshyamdas Properties disputed the entire amount including DPC and IAO debited in his account. Therefore, both the complainants again raised dispute. Both the consumers had not paid the bill amount, hence disconnection memo was issued to disconnect the supply with the result that both the consumers filed Suit in the High court on 17/01/2000 .
- 2.5 In Aug'98, to set right the proper installation at service position, the following changes were made i) The load of meter no. F-972143 was transferred on meter no. G-964018

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and meter no. F-972143 was made idle of M/s Ajaykumar Ghanshyamdas Properties for Ac No. 371-345-129. ii) In June'99, the meter no. D-960387 & meter no. F-972143 were removed to provide new separate meter no. L-972017 for M/s Karnani Buildings Ac No. 371-345-085.

2.6 To settle the dispute, two options were proposed :

i) The first option was to prepare settlement amounts based on avg. units of 790 units per month for the period from 11.05.1996 to 24.12.1999 for M/s Ajaykumar Ghanshyamdas Properties amounting to Rs. 1,99,805.22 and avg. units of 110 units per month for the period from 03.06.1996 to 24.12.1999 for M/s Karnani Buildings amounting to Rs. 22,692.63.

ii) The second option was by working out actual units recorded on each meter from date of installation till its removal, working out to Rs. 2,16,371.85 for Ms. Ajaykumar Ghanshyamdas Properties for Ac No. 371-345-129 and Rs. 22,482.84 for Ms. Karnani Buildings Ac No. 371345085.

2.7 On 26.04.2000, M/s Ajaykumar Ghanshyamdas Properties paid an amount of Rs. 1,20,000.00 against outstanding debited amount of Rs. 1,27,726.69 and M/s Karnani Buildings paid an amount of Rs. 16,000.00 against outstanding amount of Rs. 41,427.97 and further requested to waive the delay payment charges.

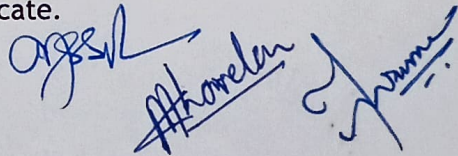
2.8 To set right the issue related to avg. 3804 units charged to idle meter no. F-972143 as mentioned above in para 5.4 and para 5.6 inadvertently following debit/credit was done

i) In the a/c no. 371-345-129 of M/s Ajaykumar Ghanshyamdas Properties credit of Rs. 24,466.83 was given and an amount of Rs. 1,99,805.72 was debited with net debit of Rs. 1,75,338.89.

ii) In the a/c no. 371-345-085 of M/s Karnani Buildings an amount of Rs. 22,692.63 was debited.

Due to these wrong debited amount in both the accounts the consumer continued with the litigation in the court.

2.9 An ex-parte order of dismissal of suit was passed by the Hon. City Civil & Session Court on 09.12.2019, S.C. Suit No. 7741 of 2000 (High court suit no. 281 of 2000), due to absence of the plaintiff and his advocate.

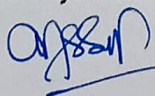


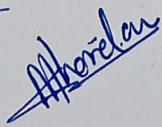
- 2.10 On 14.10.2022, the complainants were intimated to make an outstanding payment of Rs. 42,32,020.00 for a/c no. 371-345-129 & Rs. 10,81,940.00 for a/c no. 371-345-085, as the case in the court was dismissed. The plea of the complainant to settle the outstanding case amicably was rejected as the case was dismissed by the court. Further, disconnection memo was initiated on 09.05.2024 as the consumer was not ready to pay the arrears.
- 3.0 We have heard the representatives of both the parties and perused the record. On careful consideration, following points arise for our determination with findings thereon for the reasons to follow;

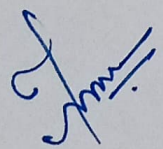
| Sr. No. | Points for determination | Findings |
|---------|--|---------------------|
| 1 | Whether the complainants are liable to pay outstanding amount of Rs. 42,32,020.00 for a/c no. 371345129 & Rs. 10,81,940.00 for a/c no. 371345085 to the respondent ? | Negative |
| 2 | What order ? | As per final order. |

REASONS

- 4.0 Undisputed facts of the case are that, M/s Ajaykumar Ghanshyamdas Properties Developers Pvt. Ltd. has office premises at 301, 3rd floor and Ms. Karnani Buildings is having premises at 1923, floor G-5, both in Karnani Building, Vithoba lane, Vithalwadi, Kalbadevi Road, Mumbai - 400 002.
- 4.1 M/s Ajaykumar Ghanshyamdas Properties Developers Pvt. Ltd. having electric meter connection on a/c No. 371-345-129 was allotted a meter no. D-960288 on 06.06.1996, which was replaced by meter no. G-964018 on 11.01.1997. M/s Karnani Buildings having electric meter connection on a/c no. 371-345085 was allotted a meter no. D-960387 on 19.06.1996 and a separate new meter no. E-900214 was installed on 13.02.1997 to meet provision of higher load requirement.
- 4.3 The dispute was raised by the complainant, M/s Karnani Buildings in the year 1997, that he had received bill of two nos. of meters no D-960387 & E-900214, whereas he was using only one meter no D-960387. On inspection it was observed by the Respondent that the meter lead was interchanged erroneously with M/s Ajaykumar Ghanshyamdas Properties.







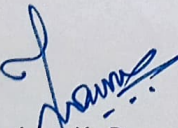
- 4.4 M/s Ajaykumar Ghanshyamdas Properties confirmed the interchanged of meters and was ready to pay the charges of the units consumed by the meters no E-900214. Accordingly, an amount of Rs. 1,27,726.69 of the units consumed by the meters no E-900214 was debited to a/c no. 371-345-129 in the month of Nov'99 & credit was given in a/c no. 371-345-085 of complainant M/s Karnani Buildings by the respondent.
- 4.5 The complainant filed a suit in the Hon. High court against the same on 17.01.2000 and further it was forwarded to Hon. City Civil Court under suit no. 7741, which was dismissed due to absence of the complainant & their representative.
- 4.6 Again in Aug'99 avg. 3804 units were charged inadvertently by the respondent to idle meter no. F-972143 for Rs. 24,470.75 to M/s Karnani Buildings a/c no. 371-345-085, further increased subsequently to Rs. 41,427.97 including avg. units, DPC & IOA.
- 4.7 On 26.04.2000, M/s Ajaykumar Ghanshyamdas Properties paid an amount of Rs. 1,20,000.00 against outstanding debited amount of Rs. 1,27,726.69 and M/s Karnani Buildings paid an amount of Rs. 16,000.00 against outstanding amount of Rs. 41,427.97 with the respondent.
- 4.8 Further it was proposed by the respondent to set right the matter by giving credit of wrongly debited amount, however instead of giving credit, an amount of Rs. 1,75,338.89 was inadvertently debited in the a/c no 371-345-129 of M/s Ajaykumar Ghanshyamdas Properties and an amount of Rs.22,692.63 was debited in the account no 371345085 of M/s Karnani Buildings.
- 4.9 It was confirmed that as directed by the Hon. High court the complainants have continued to make payments regularly as per actual current month bill. During the course of argument, the complainant consented and showed willingness to make payment as per actual dues against unit consumption charges & DPC & IOA for said particular unpaid amounts.
- 4.10 The respondent has agreed their mistakes done on few occasions and pleaded to allow to review the bill of the outstanding arrears. It is observed that the outstanding amounts derived at by the respondent against both a/c no. 371-345-129 & a/c no. 371-345-085 are incorrect and needs to be revised by waiving off avg. units, DPC & IOA but charge only amount due from the unpaid balance amount by the complainants.

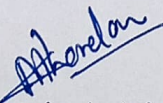
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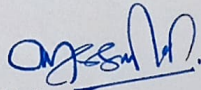
- 4.11 Consequently, the said exorbitant final bills amounting to Rs. 42,32,020- for a/c no. 371-345-129 & Rs. 10,81,940.00 for a/c no. 371-345-085 can be declared as improper and liable to be withdrawn, as based on assumption billing. The respondent shall be directed to withdraw Disconnection memo issued on 09.05.2024 and issue fresh bills of the outstanding arrears based on actual unit consumption & other charges for taxes etc., without charging DPC & IOA on the said amount. The amount already paid by the complainants in this regard be adjusted by the respondent in the said fresh final bills. It is made clear that if there was any delayed payment made earlier by the complainants on any other bills amount, the respondent can claim DPC & IOA from them only in respect of those bills.
- 4.12 Reasonable time of 15 days shall be granted to the respondent to issue fresh worked out bill to the complainants and allow the complainants to pay the same. Consequently, the point no. (1) is answered in the negative. Hence, we pass the following order as answer to point no. 2.

ORDER

1. The Grievance No. C-499-2024 & C-500-2024 dtd.29052024 are allowed.
2. The respondent is directed to withdraw Disconnection memo issued on 09.05.2024.
3. The bills of Rs. 42,32,020.00 for a/c no. 371-345-129 & Rs. 10,81,940.00 for a/c no. 371-345-085 are declared as unjust and improper. The respondent is directed to withdraw both these bills and issue fresh bills in respect of the aforesaid consumer numbers as observed and held in para no.7.11 above within 15 days from the date of this order.
4. The complainants are directed to deposit the said amount with the respondent immediately after receipt of the said fresh bills.
5. Copies of this order be given to all the concerned parties.


(Mrs. Manisha K. Daware)
Technical Member
CGRF BEST


(Mrs. Anagha A. Acharekar)
Independent Member
CGRF BEST


(Mr. Mahesh S. Gupta)
Chairman
CGRF BEST