

		Date	Month	Year
1	Date of Receipt	06	04	2022
2	Date of Registration	13	04	2022
3	Decided on	06	06	2022
4	Duration of proceeding	54 days		
5	Delay, if any.	Nil		

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 - 400001
Telephone No. 22799528

Grievance No.A-453-2022 dtd.13/04/2022

Shri Franklin Ernest John,
being occupier of the premises as licensee of
consumer Mrs. Paulomi/Kantilal Kanzaria.....Complainant

V/S

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

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

1. Smt. Anagha A. Acharekar, Independent Member
2. Shri S.S. Bansode, Technical Member

On behalf of the Complainant : Shri B.S. Mandal

On behalf of the Respondent : Shri D.N. Pawar

Date of Hearing : 30/05/2022

Date of Order : 06/06/2022

Judgment

- 1.0 The complainant has grievance about demand of the Respondent for an amount of Rs. 61,985/- and interest thereon, as alleged arrears towards electricity charges.
- 2.0 The case of the complainant may be stated as under :
- a) The respondent provides electricity to the premises situated at 17th floor, flat No. 173, plot -39, CASA BLANCA Apartment, Sadhu T.L. Vaswani Marg, Cuffe Parade, Mumbai - 400005. The registered consumer of the said premises is Mrs. Paulomi/Kantilal Kanzaria under a/c no. 220-075-062. The complainant is licensee for the premises from the month of January 2020. This premises bears flat number 173 in the said building/apartment. In the same building there is another flat no. 62 of one S/S CONCAST India Pvt. Ltd. The said S/S CONCAST India Pvt. Ltd is also a consumer of the Respondent in respect of the said flat no. 62 under a/c number 220-073-035.
- b) On 16/12/2021, the complainant had given complaint to the customer care department of the respondent. In it, he had alleged that on his earlier complaint of high bill, the respondent had replaced the old meter No.M012693 with the new meter bearing No.M209986. However the old meter was not tested in his presence and it was not informed to him. The reading of the meter might have been taken wrongly for the months from July 2020 to Oct. 2020. So, the bills for these months were high as there was no additional load connected. The old meter might have been showing blinking on “No electric load” and thus the meter might have been faulty. In the said complaint dt. 16/12/2021, it was further alleged by the complainant that he has been facing issues with escalated bills since July, 2020. It was further alleged in the said complaint dt. 16/12/2021 that in his earlier complaint dt. 11th August 2020 and subsequent follow up letters dt. 27th Oct. 2020 and 14th Dec. 2020, the complaints about high billing were made. But no action was taken by the respondent. In spite of this, the complainant had been paying the bills via installments. However, the complainant has received the bill of Rs. 74,839.97 with an adjustment amount of Rs. 61,985/- Therefore, in the said complaint dt. 26/12/2021, the complainant requested to the respondent’s customer care department to check the bills and to rectify the errors in the bills.
- c) On 13 /01/2022, the Respondent’s customer care department gave reply to the aforesaid complaints of the complainant by referring them as dt. 22/12/2021 and 25/06/2021. Thereby the respondent has rejected the request of the complainant to reduce the above additional amount from the bills, contending that the old meter No. M012693 was replaced with the new meter bearing No.M209986 and the old meter No. M012693 was checked in the laboratory of the respondent and it was found accurate. In their said reply the respondent further alleged that, thereafter, in mass replacement the meters were changed and at the time of the said mass replacement of the meters, the meter allotted to the complainant was wrongly connected to the

premises of the consumer by name S/S CONCAST (India) Pvt Ltd and the meter allotted to the said S/S CONCAST (India) Pvt Ltd was connected wrongly to the premises of the complainant. The respondent also alleged that subsequently this fault was set right and, therefore, the complainant was billed as per the reading of the meter which actually recorded the consumption in the premises of the complainant and thus the additional amount is being demanded from the complainant.

- d) Being aggrieved by the aforesaid decision of the respondent, the complainant has filed the instant grievance application before this forum. In the instant complaint/grievance application, the complainant has submitted that he is not satisfied with the said decision of the respondent, and has requested to remove the “adjusting unit consumed Rs. 61,985/- from the electric bill”.
- e) In the instant complaint/grievance application, the complainant has submitted that the interchange of wiring was made “on July 2020 to March 2021 i.e. for 8 months”. According to the complainant this is the error on the part of the respondent. The complainant is not at fault and hence he is not liable for it and hence the respondent cannot demand additional amount from the complainant. According to the respondent’s customer care department, the lab test report has shown ‘the meter accuracy found within permissible limit of “Error”’. But, according to the complainant, it is not clarified as to “on what basis electric energy unit has been calculated in month of Oct. 2020, while interchange wiring is in between one meter (flat No. 174) to other meter (flat No. 62)”. In the instant complaint/grievance application, the complainant has submitted that during the mass replacement of the meters, the complainant’s meter was replaced on 28/10/2021 by new meter No. M209985, but interchanging of wiring in between two meters was done, and the respondent was unaware of it prior to 28/10/2021. Therefore the respondent is not entitled to do adjustment in the bills of the two consumers of those meters.
- f) According to the complainant, for the above reasons, the aforesaid arrears are due to the error on the part of the officials of the respondent and the complainant was not responsible for the same. The complainant is not liable to pay the additional amount added in the bill by way of adjustment as above nor is he liable to pay the penal interest thereon. The representative of the complainant has submitted that the respondent has even failed to ask the payment in installments.

3.0 The Respondent has filed reply and opposed the grievance of the complainant. The Respondent’s case may be stated as under:

- a) The respondent received complaint dt. 28/8/2020 from the complainant about escalated bill for the period from the month of March 2020 to the month of June 2020. The official of the respondent tested the meter No.M012693 at site and found it accurate. But the complainant was not satisfied with this. So, the respondent had replaced the old meter No.M012693 with the new meter bearing No.M209986. The old meter No.M012693 was then tested in the laboratory of the respondent and there also

it was found ok. The report of test to this effect is produced by the respondent with their reply as Exh.D.

- b) Subsequently, meters of all the consumers were required to be changed with new meters, as per the guidelines of the Maharashtra Electricity Regulatory Commission (hereinafter it shall be referred to as MERC). In the process of the mass replacement of old meters with new meters, the old meter No. 092548 of the said consumer M/s S/S Concast (India) Pvt. Ltd. was replaced with the new meter No. M209985. However, while replacing the meters in the same premises, the wiring of the said meter No.M209985 allotted to M/s S/S Concast (India) Pvt. Ltd was inadvertently interchanged with meter No. No.M209986 of the complainant. It was probably due to similarity in the meter numbers of both the meter. This resulted in high bill consumption of the complainant was charged to M/s S/S Concast (India) Pvt. Ltd and the low consumption bill of M/s S/S Concast (India) Pvt. Ltd was charged to the complainant. This anomaly was brought to light when M/s S/S Concast (India) Pvt. Ltd complained of high bill vide their letter dt. 25/06/2021. The meter was checked and the error regarding interchanging of wiring was rectified on 05/05/2021. Adjustment bill was thereafter generated and as per it the complainant had to pay the amount of Rs. 61,986.17 towards the consumption of electricity during the period from 28/10/2020 to 05/07/2021, for which earlier he could not be charged for the aforesaid reasons. Therefore, on calculation it was found that an amount of Rs. 61,986.17 was in arrears against the complainant for consumption of electricity during the period from 28/10/2020 to 05/07/2021. Therefore, the complainant was asked by the Respondent to pay the same in the bill of October 2021.
- c) As far as submissions of the complainant before this forum about giving of facility of installment in paying the aforesaid outstanding amount is concerned, the representative of the Respondent has submitted that no written application/request to this effect was received by the respondent from the complainant. It is submitted that if the Forum directs, necessary steps can be taken by the concerned officials to process any such application which may be submitted by the complainant to the Respondent as per prevailing practice and rules.

4.0 We have heard both the parties and noted their submissions as above. In view of the above submissions of the parties and case pleaded by them, the following **points arise for determination**, on which we record our findings as under, for the reasons to follow:

Sr. No.	Points for determination	Findings
1.	Whether, the demand made in the bills based on the readings of old meter No.M012693 was correct?	In affirmative.
2.	Whether the demand of Rs. 61,986.17, made	In affirmative.

	by the respondent in the bills towards arrears by way of adjustment on account interchanging of wiring of meters as stated by the respondent, is correct?	
3.	Whether the respondent is entitled to charge interest or penal charges on the said amount of arrears of Rs. 61,986.17 from the date of noncompliance of demand made in October 2021 without giving facility of installment to the complainant?	In negative.
4.	Whether the complainant is entitled to any installment facility in paying the aforesaid amount arrears? If yes, in how many installments and if such facility is given, whether respondent is entitled to charge interest on nonpayment of such installments?	The complainant is entitled to installment facility in paying the aforesaid amount of arrears of Rs. 61,986.17 in six equal monthly installments. In case of default to pay any installment, the respondent shall be entitled to recover the defaulted installment with interest at the rate which is normally charged by respondent on defaulted arrears of bill.
5.	What order is required to be passed to dispose this grievance application?	The request of the complainant to reduce the amount of arrears of Rs. 61,986.17 from the bill of October 2021 will have to be rejected. However, the respondent will have to be directed to modify the bills so as to reduce the amount of interest and penal charges imposed by them on the above amount of Rs. 61,986.17 and to allow the complainant to pay the arrears of Rs. 61,986.17 in six equal monthly installments with further direction that the respondent shall be entitled to recover the defaulted installment with interest at the rate which is normally

		charged by respondent on defaulted arrears of bill.
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5.0 We record reasons for our aforesaid findings on points No.(1) to (5) as under:

- a) As far as the grievance about bills based on the readings of old meter No.M012693, is concerned, it appears that the respondent received complaint dt.28/8/2020 from the complainant about escalated bill for the period from the month of March 2020 to the month of June 2020. The official of the respondent tested the meter No.M012693 at site and found it accurate. But the complainant was not satisfied with this. So, the respondent had replaced the old meter No.M012693 with the new meter bearing No.M209986. The old meter No.M012693 was then tested in the laboratory of the respondent and there also it was found ok. The report of test to this effect is produced by the respondent with their reply as Exh.'D'. We have perused it and find that it supports the aforesaid contentions of the respondent. The complainant could have got further tested the meter on payment of cost of testing and by making necessary application in this regard under the Regulations framed by MERC. This was not done by the complainant. Therefore, the bills based on the readings recorded by the old meter No.M012693 cannot be found fault with. Hence, we have recorded affirmative findings on point No. 1.
- b) Admittedly it is also a case of recovery of arrears of Rs. 61,986.17. The said arrears have been asked by the Respondent to be paid by the complainant. No doubt the complainant is being asked to pay these arrears in respect of the electricity consumed by the complainant during the period from 28/10/2020 to 05/07/2021. It appears that it is not disputed that the meter bearing No.M209986 was installed in the building for recording consumption of electricity in the premises of the complainant. It was functioning as such till 28/10/2020. However, on 28/10/2020, old electric meter of M/s S/S Concast (India) Pvt. Ltd, (the consumer of premises of flat No. 62 in the same building, in which premises of the complainant is also situated) was changed with new meter bearing No. M209985. According to the respondent, however, while replacing the meters in the same premises, the wiring of the said meter No.M209985 allotted to M/s S/S Concast (India) Pvt. Ltd was inadvertently interchanged with meter No.M209986 of the complainant. It was probably due to some similarity in the meter numbers of both the meters. This resulted in high bill consumption of the complainant was being charged to M/s S/S Concast (India) Pvt. Ltd and the low consumption bill of M/s S/S Concast (India)Pvt. Ltd was being charged to the complainant. This anomaly was brought to light when M/s S/S Concast (India)Pvt. Ltd complained of high bill vide their letter dt. 25/06/2021. The meter was checked and the error regarding interchanging of wiring was rectified on 05/07/2021. Adjustment bill was thereafter generated and as per it the complainant had to pay the amount of Rs. 61,986.17 towards the consumption of electricity during the period from 28/10/2020 to 05/07/2021.

- c) The aforesaid contentions of the respondent in giving explanation regarding their demand of arrears of Rs 61,986.17 is countered by the complainant by submitting that it is strange that such a mistake has been occurred and it was not noticed by any official of the respondent for long time. It is further submitted that no notice was given to the complainant after noticing such mistake and before rectifying it. Therefore it is submitted that the said contention of the respondent is not believable and even if it had happened as such, it was due to fault on the part of the respondent and complainant cannot be asked to pay any arrears, if any.
- d) We have examined the submissions of the parties. We find that only because the error of interchanging of wiring of the meters was not noticed for long period, it cannot be said that such mistake might not have occurred. It is true that no notice was given to the complainant after noticing such mistake and before rectifying it. That also cannot be a reason to hold that no such interchanging of wiring of meters had occurred, in view of consumption pattern of the complainant as well as the other consumer M/s S/S Concast (India) Pvt. Ltd, in the earlier corresponding period. We have perused the documents, produced by the respondent, in the form of statements showing reading and consumption pattern of both these consumers during period from January 2020 to Oct. 2020 on one part and Dec. 2020 to June 2021 on the other part. The consumption pattern of the complainant during period from Oct. 2019 to Oct. 2020 i.e. for these 12 months recorded as per his old meter No.M012693 is in units as 228, 354, 160, 510, 638, 794, 794, 794, 794, 1385, 1402, and 1169 respectively. It appears to be somewhat similar in volume, if it is compared with the consumption pattern recorded on new meter No.M209985 during the months of Oct. 2020 to July 2021 in units as 8, 742, 881, 702, 607,782, 1314, 1197, 1184 and 1006 respectively. On the other hand the consumption pattern of the other consumer M/s S/S Concast (India) Pvt. Ltd during the period from Jan. 2020 to Sept. 2020 i.e. for these 9 months recorded as per his old meter No. 092548 in units is as 47, 35, 49, 49, 49, 49, 48, 5 and 19 respectively. It appears to be somewhat similar in volume, if it is compared with the consumption pattern recorded on new meter No.M0209986 during the months from Dec.2020 to July 2021 in units as 145, 56, 13, 90, 705, 637, 641, and 744 respectively.
- e) Considering the aforesaid aspects, we hold that the respondent has rightly attributed the consumption recorded by the meter No.M209985 during the period from 28/10/2020 to 05/07/2021 to the complainant and has rightly calculated to charge the complainant and to debit him the aforesaid amount of Rs. 61,986.17. Hence, we hold that the demand of Rs. 61,986.17, made by the respondent towards arrears by way of adjustment in the bills on account interchanging of wiring of meters, as stated by it in its reply, is correct. Therefore, we have recorded affirmative findings on point No. 2.
- f) As observed herein earlier, the complainant has submitted that it appears strange that such a mistake of interchanging of wiring of the meters has occurred and it was not noticed by any official of the Respondent for long period. It is further submitted that no notice was given to the complainant after noticing such mistake and before rectifying it. Therefore it is submitted that even if it had happened as such, it was due

to fault of the Respondent and complainant cannot be asked to pay any arrears. We have examined these submissions and have held that despite the fact that these circumstances exist, it is established that interchanging of wiring of the meters had occurred and the consumption recorded by the meter No.M209985 during the period from 28/10/2020 to 05/07/2021 was consumed by the complainant and it was rightly attributed to him and the respondent has rightly calculated to charge the complainant and to debit him the aforesaid amount of Rs. 61,986.17. However, the aforesaid circumstances namely (i) that the interchanging of wiring was not on account of any fault on the part of the complainant and (ii) that no notice was given to the complainant after noticing such mistake and before rectifying it, have bearing on the issues about charging of interest and penalty on account of nonpayment of the said arrears and complainant's entitlement for paying the said arrears in reasonable installments. These circumstances compel us to hold that the respondent is not entitled to charge interest or penal charges on the said amount of arrears of Rs. 61,986.17 from the date of noncompliance of demand made in October 2021 without giving facility of installment to the complainant. We also hold that the complainant is entitled for installment facility in paying the aforesaid amount of arrears of Rs. 61,986.17 in six equal monthly installments. In case of default to pay any installment, the respondent shall be entitled to recover the defaulted installment with interest at the rate which is normally charged by respondent on defaulted arrears of bill. Accordingly we have recorded our findings on point No. (3) and (4).

- g) In view of the above reasons and findings recorded on point No (1) to (4), this complaint/grievance-application will have to be disposed of by rejecting the request of the complainant for reduction of amount of arrears of Rs. 61,986.17 and by allowing the request to direct that the respondent shall not charge interest on the above amount except as is being directed herein and also by allowing the complainant to pay the aforesaid amount in six equal monthly installments with direction that in default of paying any installment, the respondent shall be entitled to recover the defaulted installment with interest and penalty at the rate as it normally charges to recover the arrears. Accordingly we have answered point (5) and hence we pass the following order:

ORDER

1.0 The Grievance No.A-453-2022 is hereby disposed of in following terms:-

- (i) The request of the complainant to reduce the amount of arrears of Rs. 61,986.17 from his bills is rejected.
- (ii) However, the respondent is directed to modify the bills so as to reduce the amount of interest and penal charges imposed by them on the above amount of the arrears of Rs. 61,986.17 and to allow the complainant to pay the arrears of Rs. 61,986.17 in six equal monthly installments with further direction that the respondent shall be entitled

to recover the defaulted installment with interest at the rate which is normally charged by respondent on defaulted arrears of bill.

- (iii) The respondent shall comply these directions about modifications of the bills and giving facility of installment to the complainant, as directed herein above in clause 2.0 (ii) of this operative order, within two months from the date of receipt of copy of this order

2.0 Copies of this order be given to all the concerned parties.

Sd/-
(Shri. S.S. Bansode)
Technical Member

Sd/-
(Smt. Anagha A. Acharekar)
Independent Member

Sd/-
(Shri S.A. Quazi)
Chairman