

**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. S-C-190-2013 dtd. 08.04.2013**

M/s. Gujrat Saving Unit (P) Ltd. ....Complainant

V/S

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

**Present**

Quorum : Chairman  
Shri R U Ingule, Chairman

Member  
1. Shri M P Thakkar, Member  
2. Shri S M Mohite, Member

On behalf of the Complainant : 1. Shri Shri Jayantilal R. Joshi

On behalf of the Respondent 1. Shri. Shri B.K. Chavan, DECC(C)  
2. Shri M.A. Qureshi, Supdt. CC(C)

Date of Hearing : 29/05/2013

Date of Order : 07/06/2013

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

M/s. Gujarat Saving Unit (P) Ltd., Ground floor, 20 Moos Bldg., 518 Kalbadevi Road, Near Edward Talkies, Mumbai - 400 002 has come before the Forum for grievance regarding their dispute of high bill pertaining to A/c.No.362-005\*7.

**Complainant has submitted in brief as under :**

1.0 The complainant has approached to IGR Cell on 17/05/2012 for their grievance of high bill pertaining to A/c.No. 362-005-055\*7. The complainant has approached to CGRF in schedule 'A' dtd. 18/10/2012 (received in CGRF on 04/04/2013) as no remedy is provided by the Distribution Licensee regarding its grievance. The complainant has requested the Forum to refund the excess bill paid under A/c No. 362-005-055\*7 and to reconnect the electric supply to their premises.

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

- 2.0 Consumer M/s Gujarat Saving Units P. Ltd., was having account no.362-005-055\*7 meter no.0418435 and 0917817 for commercial purpose at Ground Floor, Shop 20 Moos, 518 Kalbadevi Road Mumbai 400 002.
- 3.0 Meter reader brought glass broken code for the meter no.0418435 in the month of January 2001, thereafter investigation was carried out on 22/03/2002 and found that premises was under renovation. As glass of meter number 0418435 was broken. This meter No.0418435 was replaced by new meter no.C024088 on 20/08/2002 with final reading 790 and initial reading of new meter no.C024088 was 8. After replacement of meter, old meter was continuously appeared in the bill till January 2004 due to advice of correct meter number was not effected in system. New meter no.C024088 appeared on master tape in the month of February 2004. Though new meter no.C024088 was not appearing in the master tape, reading of meter was taken every month and was billed to consumer regularly. During the period Aug.2000 to Nov.2002 consumer was over charged by 218 units due to Zerowise reading considered in the system (i.e. Previous Reading 790- Current Reading 8=218). Credit for overcharged units worked out to Rs.1138.44.
- 4.0 There was no consumption on meter no.C024088. However, there was sudden increase in the consumption on meter no.0917817 from 07/11/2002 to 06/03/2004, which is ten to fifteen times higher than previous consumption.
- 5.0 First high bill amount of Rs.10201.56 for 1149 units was raised in the month of Nov.2002, which was paid by consumer on 31/12/2002 without any dispute and thereafter he was continuously paying regular bill till 31/10/2003.
- 6.0 As there was increase in the consumption on meter no.0917817, system automatically generated high consumption memo for investigation of meter. Therefore, both the meters were checked on 09/09/2003 and found working. with connected load on meter no.0917817 was 20 tube light, 3 split Air Conditioners,1 Computer,1 Printer, 1Fridge and there was no load on meter no.C024088.
- 7.0 Consumer vide its letter dated 24/11/2003 disputed the high bill of the period 07/04/2003 to 08/09/2003 after payment of Rs.62730/- on 30/10/2003 which was accumulated bill upto 08/09/2003. Also mentioned that supply through meters was used for computer peripherals and cellular phone showroom. Again on request of consumer's letter dated 24/11/2003 both the meter were checked on 09/01/2004 and

found working within the permissible limits. The connected load of 2 Air Conditioner (1.5 ton each), 12 tube lights, 8 bulbs were found connected on meter no.0917817.

- 8.0 Due to nonpayment of regular electricity bill from 04/09/2003 to 02/07/2004 both the meters were removed on 28/07/2004 with outstanding amount of Rs.48170.61 after informing the complainant vide letter dated 27/07/2004 and dated 29/07/2005. When Recovery Officer visited at site and informed to the complainant to pay outstanding amount vide letter dated 03/01/2008 and dated 07/03/2008. Thereafter consumer with his various letters dated 18/05/2004, 03/11/2004, 30/05/2005, 10/08/2006, 18/09/2009 & 12/08/2011 disputed the high consumption and requested for refund of excess amount charged. Further, Consumer complained in Annexure 'C' dated 17/05/2012 asked to refund the excess amount paid and compensation of Rs.2,00,000/-.
- 9.0 During the scrutiny of case it was noted that meter no.C 024088 was over charged in the month of November 2002 and net credit of Rs.1138.44 arrived after audit verification.
- 10.0 The Complaint in Annexure 'C' was replied vide ref. Dated 25/07/2012 with net payable amount of Rs.14213.43 after waiving delayed payment charges and interest on arrears as per Procedure Order 164. The complainant has not given any prior information to Undertaking regarding starting & closing of business activities.
- 11.0 Further it is to be mentioned that the complainant was charged properly as per consumption recorded on meters and both the meters were checked on 22/03/2002, 09/09/2003 and 09/04/2004 when they are found working within the limits of accuracy. Therefore, the consumer is required to pay an outstanding amount of Rs.14213.43 being cost of energy charges.

### REASONS

- 12.0 We have heard Shri Jayantilal R. Joshi for the complainant and for the Respondent BEST Undertaking Shri B.K. Chavan, DECC(C) and Shri M.A. Qureshi, Supdt. CC(C). Perused documents.
- 13.0 This Forum at the outset finds the instant complaint being devoid of any merit. In consider view of this Forum, claiming much impunity, the complainant has approached this Forum when no valid grounds are available for it to do so.
- 14.0 To begin with, we find it expedient to assess merit in the relief sought by the complainant from this Forum. Therein we find that the complainant has prayed for directing the Respondent BEST Undertaking to refund the amount of Rs. 11,092.00, allegedly, illegally claimed twice and recovered by the BEST. Thereafter this Forum finds that the complainant has claimed lacs of rupees from the Respondent BEST Undertaking by way of paying damages to the complainant for disconnection of electricity supply, for causing mental agony and harassment, also as a compensation and cost of the present litigation.
- 15.0 In regard to the relief for directing the BEST to refund Rs. 11,092.00, this Forum finds that the said amount has been claimed by the complainant on a ground that the Respondent BEST Undertaking has recovered the said amount twice. On

perusing the records placed on file before this Forum by either party to the present dispute, this Forum finds that from the *Ledger Folio* maintained by the Respondent BEST Undertaking in respect of the complainant, therein we find amount of Rs. 11,092/- has been paid by it on 31/12/2002. The second payment of Rs. 62,730.00 has been paid by the complainant on 30/10/2003.

- 16.0 However, significant to note that we do not find any other payment of electricity charges thereafter has been made by the complainant. On the contrary, for the non-payment of outstanding of Rs.48,170.61 and for keeping the meters idle, both the meters no. C 024088 and 0917817 have been removed by the Respondent BEST Undertaking. Thus this Forum finds that the *Ledger Folio* maintained by the Respondent BEST Undertaking during the course of its routine business blatantly manifest that the complainant has made the payment of electricity charges of Rs. 11,092.00 only once on 31/12/2002 and not twice. It is significant to note at this juncture that the complainant has also failed to place on file any cogent evidence showing the said amount of Rs. 11,092.00 being recovered by the Respondent BEST Undertaking twice from it as averred in the complaint. We therefore find the said grievance raised by the complainant being totally baseless and ill-founded one.
- 17.0 On going through the complaint we find that the complainant has made much hue and cry that before disconnection of his electric supply in regard to electric meters provided to him were showing electric consumption on higher side. Therefore the complainant had submitted various complaints to BEST but in vain. This Forum in this regard finds that on receiving such complaints from the complainant in regard to the alleged consumption of electricity being recorded on higher side, the Respondent BEST Undertaking has promptly checked both the meters viz. C042088 and 0917817 to find whether they are in proper working condition and without any defect.
- 18.0 This Forum further finds that both these meters were checked in presence of representative of the complainant Shri Vikram Mujumdar. Its report has been placed on file at Exhibit 'E' bearing the signature of the representative of the complainant and the signature of the Enquiry Inspector dtd. 09/09/2003. In the same fashion, we find the second checking report of both these meters placed on file at Exhibit 'G' by the Respondent BEST Undertaking. On perusing the same we find that both these meters provided to the complainant were checked and this report has also been counter signed by the staff member of the complainant consumer Shri Swapnil Pisal along with the signature of the Enquiry Inspector dtd. 09/01/2004.
- 19.0 Significant to note at this juncture that as the meter no. C024088 provided to the complainant was not recording any electricity consumption therefore remark has been passed on this report for serving 'Electricity Supply Standard Letter - 75' to inform the complainant about removing of the said meter in case the electricity has not been consumed through the same.
- 20.0 On going through the aforesaid site inspection report of the meters provided to the complainant, this Forum finds that the officials of the Respondent BEST Undertaking did check these meters that too in presence of the representative of the complainant to find the same being in a proper condition. We therefore find no merit in the said allegation made by the complainant about the meters were recording consumption of electricity on higher side.

- 21.0 The last but not the least contention raised by the complainant has been about not serving the prior notice to it before disconnection of the electric supply. The complainant has averred that he has closed his shop on 01/11/2003. The complainant has also disputed the electricity charges of Rs. 63,432.00 claimed by the Respondent BEST Undertaking till May 2011. In this context this Forum finds that the *Ledger Folio* placed on file by the Respondent BEST Undertaking blatantly manifest that in the month of November 2003 the second meter no. 0917817 of the complainant has recorded the consumption of 2620 units. This Forum further finds that till the date of removal of both the meters on 28/07/2004, the consumption has been recorded by the second meter no. 0917817 of the complainant.
- 22.0 Accordingly, this Forum finds such reading being recorded by meter reader on the *Meter Reading Folio* placed on file before this Forum at Exhibit 'A' and 'C' in respect of meter no. C024088 and 0917817 respectively. We thus find that the complainant had not closed his shop as contended by him on 01/11/2003 but he was running the same thereafter also for some time as observed above.
- 23.0 We find that before removal of the meter no. C024088, the Respondent BEST Undertaking had served the 'Electricity Supply Standard Letter-75' on 15/03/2004. Accordingly, the Respondent BEST Undertaking has placed on file a copy of the said letter sent under registered A.D. informing the complainant about disconnection of the electric supply within 30 days on the ground that meter is not showing any consumption of electricity. In the same manner and fashion, the Respondent BEST Undertaking had served the 'Electricity Supply Standard Letter - 75' on the complainant in respect of other meter no. 0917817 served on the complainant on 23/01/2004. Accordingly, the Respondent has placed on file a note passed on the *Meter Reading Folio* placed before this Forum at Exhibit 'D'. We thus find that the complainant was informed about removal of these both the meters well in advance.
- 24.0 This Forum further finds that assuming for a moment that no prior intimation was served on the complainant about the removal of the meter, in that contingency this Forum finds that it would have been a futile exercise on the part of the Respondent BEST Undertaking, for a simple reason that after removal of both the meters by the Respondent BEST Undertaking on 28/07/2004, the complainant has never approached the Respondent BEST Undertaking, for reconnection of the electricity supply by paying the electricity charges under protest.
- 25.0 As submitted by the complainant itself, it has closed down its showroom since 01/11/2003. This Forum observes that thereafter the complainant never made any efforts to approach the Respondent BEST Undertaking for reconnection of electric supply till this date. Significant to note that for that matter even in the instant complaint there has not been any prayer made by the complainant for restoration of any electric supply. Therefore in such peculiar facts and circumstances, in consider view of this Forum serving any prior notice on the complainant before disconnection of electric supply, would have been a sheerly meaningless ritual on the part of the Respondent BEST Undertaking, when admittedly the complainant is having no any intention to avail the electric supply to run its business as observed above. In view of this Forum, serving the prior notice like the one envisaged under section 56(1) of the Electricity Act, 2003 has been for giving an opportunity to the consumer to pay the

arrears in order to avoid disconnection of electric supply. To reiterate in a given set of fact, we find no intention on the part of the complainant to pay any arrears even under protest and to avail the electricity supply from the Respondent BEST Undertaking to run its business. We thus find no prejudice being caused to the complainant. We thus find no merit into any contention raised by the complainant in regard to alleged damage or harassment caused to it by the Respondent BEST Undertaking.

26.0 To conclude we find no merit in any contention raised by the complainant. The complaint therefore liable to be dismissed, accordingly we do so.

**ORDER**

1. The Complaint no. S-C-190-2013 stands dismissed.
2. Copies be given to both the parties.

(Shri S M Mohite)  
Member

(Shri M P Thakkar)  
Member

(Shri R U Ingule)  
Chairman