

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(S)-102-2010 dt . 27/7/2010

M/s. Hare Krishna BuildersComplainant

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 Shri. R.A.Yadav

On behalf of the Respondent
(on 18-8-2010)
1. Shri.N.H.S.Husain,A.O.(G/S)
2. Shri.S.V.Chhabria,O.A.(G/S)
3 Mrs.Geeta Ashok,O.A.(G/S)
4.Shri.D.A.Mehta,Dy.E (G/S)

On behalf of the Respondent
(on 26-8-2010)
1. Shri.N.H.S.Husain,A.O.(G/S)
2. Shri.S.V.Chhabria,O.A.(G/S)
3 Mrs.Geeta Ashok,O.A.(G/S)
4.Shri.S.B.Lande,AECC (G/S)
5. Mrs.Uma Shanbhaug,Sup(P)

Date of Hearing: 18/08/2010 & 26/08/2010

Date of Order : 30/9/ /2010

Judgment by Shri. R.U.Ingule, Chairman

M/s. Hare Krishna Builders, Silver dune Apts, E.B. Hatiskar Marg, Prabhadevi, Mumbai – 400 025, approached the CGR Forum for his Grievance regarding dispute against outstanding amount of A/c No. 709-617-001 & A/c No. 709-614-025 & A/c No. 200-020-391. He has requested for waiver of D.P & interest charges, accept the current bill and not to disconnect the meter till the final outcome of the case.

Complainant's contention in brief are as under

1. Complainant M/s. Hare Krishna Builders, has approached the Internal Grievance Redressal Cell of respondent BEST on 12/5/2010 for his Grievance regarding debiting of arrears of A/c No. 709-617-001 in his A/c No. 709-614-025 in spite of paying the OS of Rs.170610 of A/c No. 709-617-001. He also mentioned that delayed payment & interest charges have not been waived till the date of his complaint in Annexure 'C'.
2. In response to his grievance the IGR Cell of the Respondent vide letter dtd. 8/6/2010 have informed that, the delayed payment charges towards outstanding of bill of A/c No. 200-020-397 have been waived & credit of Rs. 2,18,503.64 is effected in the bill of May-2009 in A/c no. 709-614-025. Hence, he is liable to pay the entire outstanding amount.
3. Unsatisfied by the reply of respondent's IGR Cell, complainant approached CGR Forum in Schedule 'A' format on 27/7/2010 for his grievance regarding outstanding bill of A/c No. 709-617-001 & A/c No. 709-614-025 & A/c No. 200-020-391. He has requested for waiver of D.P & interest charges and not to disconnect the meter till the final outcome of the case.

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

4. The consumer M/s. Hare Krishna Builders was provided electric supply through meters L960358 & 0925557 installed on 2.2.1996 & 30.4.1997 respectively, under A/c.No.709-617-001 for residential tariff for the use of staircase lighting & water pump. These meters were used for A & B wing of tenants building at Silver Dune Apartment, E.B. Hatiskar Marg, Mumbai - 400 025. Both meters were removed on 3.7.1998 for non-payment of electric bills amounting to Rs.6,10,378.25 .
5. During our site investigation on 12.2.2001 it was noticed that the same consumer was having meter No.P980353. On further scrutiny it was observed that this meter was installed on 29.7.2000 for 'C' wing of Silver Dune Apartment in the name of M/s. Hare Krishna Builders under A/c.No.200-020-391 for use at staircase and water pump under Residential tariff. The same was informed to consumer vide our letter SCN/OS/GS/22/2001 dated 17.5.2001 wherein it was mentioned that the outstanding amount of Rs.6,10,378.25 towards A/c. No.709-617-001 will

be debited in your account. As there was no response from the consumer the said amount was debited in A/c.No.200-020-391 in the month of September 2001. After debit of the said amount the consumer has stopped making payment of current bills.

6. Meanwhile, it was observed that the 2nd meter bearing No.0925557 was not billed properly as the reading recorded by this meter was not in order. The reading recorded by the meter was found reversed. Hence on the basis of connected load debit/credit was worked out manually and the net credit of Rs.3,57,030.87 was effected in the bill during the month of June 2002. Also, the amount of Rs.92,631.22 towards delayed payment charges was credited in July 2002 . Even after the above adjustment, the consumer was not making payment of regular bills against A/c.No.200-020-391. The outstanding amount accumulated was in the tune of Rs.7,47,424.03, hence, the meter was removed on 26.5.2003 .
7. Thereafter, vide Requisition No.60402124 dated 13.8.2003 and Requisition No.60402234, dated 21.8.2003 M/s. Hare Krishna Builders had applied for reconnection of electric supply for 'A', 'B' and 'C' Wings respectively. After adjustment of debit/credit and delayed payment charges as stated in para 3.0 above, the total outstanding amount of account no. 709-617-001 was Rs.1,60,716.16, pertaining to 'A' & 'B' wing. This amount was paid by the consumer on 7/8/2003. Subsequently, for 'A' wing meter No.N029795 & for 'B' wing meter No.N029791 was installed under A/c.No.709-617-073 on 18.9.2003. Also, the meter No.N029793 was installed for 'C' wing under A/c.No.709-614-025 on 18.9.2003. The consumer has been regular in making payment of bills of A/c. 709-617-073.
8. For the old A/c. 200-020-391, of M/s. Hare Krishna Builders for "C" wing after necessary adjustment in respect of delayed payment charges of Rs. 69,654.22, payment made by the consumer in Aug'03 for Rs. 1,60,716.16 & Rs. 96,406/- on 12/12/2003, the total outstanding amount in March 2004 was Rs.3,53,516.95 . This amount was remained unpaid. Vide our letter dated 16.6.2004 the consumer had been asked to make the payment of the same. As there was no response from the consumer, the outstanding amount of Rs.3,53,516.95 was debited in the new A/c.No.709-614-025 of M/s. Hare Krishna Builders for the "C" wing in the month of January 2005 .
9. After the debit of said amount in A/c. 709-614-025, the consumer has stopped making payment of the current electricity bills. Thereafter, the payments made by the consumer are as follows:

Sr.No.	Date	A/c.No.	Amount	Remarks
1.	25.01.2005	709-614-025	Rs. 20,475.00	Current bill of Dec'04 (page no. 133)

2.	29.08.2005	709-614-025	Rs. 65,000.00	Part of current bills (page no. 133)
3.	09.01.2009	709-614-025	Rs.6,28,420.50	Balance current bills from Jan'05 to Oct'08 (page no. 137)

10. The outstanding amount of Rs.3,53,516.95 included delayed payment charges of Rs.2,18,503.64 levied in account 200-020-391 from Sep'01 to Jun'03. This amount was credited in A/c.709-614-025 in May 2009, i.e. prior to the Consumer filing an application under Annexure "C".
11. It can be seen from above that, whatever delayed payment charges were levied in A/c. 200-020-391, due to debit of outstanding amount of A/c.709-617-001 has been waived. The current outstanding amount in account 709-614-025 includes the unpaid electricity bills towards the A/c.200-020-391. The consumer was irregular in making payment of current bills towards the A/c.709-614-025, delayed payment charges and interest on arrears was being levied as per the procedure.
12. In view of above, Hon'ble CGRF is requested to direct the consumer to make the payment of the entire outstanding amount of Rs.5,90,734/- upto 21.7.2010 .

REASONS

13. We have heard the learned representative from the complainant Shri R A Yadav and learned representatives from the respondent BEST Undertaking S/Shri Hussain, Chhabria, Mehta, Lande Mrs Geeta Ashok and Mrs Shanbhaug.
14. Perused Papers.
15. We observe that there are three wings in complainant Silver Dune Apartment viz. A & B Wing and C Wing. All these three wings had been given meters for common amenities i.e. lift, water pump, staircase and compound lighting on residential tariff. There are three account numbers viz (i) 709-617-001, (ii) 709-614-025 and (iii) 200-020-391. We further observe that the first account no. i.e. 709-617-001 had two meters viz. L960358 and 0925557 installed on 2-2-1996 and 30-4-1997 respectively for A & B Wing combined. These meters of A & B Wings were subsequently removed by the Respondent BEST Undertaking on 3-7-1998 for non-payment of electricity charges alleging Rs 6,10,378.25 in arrears.
16. On going through the ledger of the complainant consumer for these account numbers referred above, we observe that after installation of the above mentioned meters in the month of February 1996 & April 1997, the first reading was recorded only on 15-10-1997 showing consumption

of 99,271 units arising out of initial reading as 18 units and the final reading as 99,289 units. A copy of the hand written ledger have been placed before this Forum at pg 69 by the respondent BEST Undertaking. On perusing the same, we further observe that, the subsequent readings recorded on 15-12-1997, 17-2-1998, 14-4-1998, 12.6.1998 and finally on 3-7-1998, shows the meter readings as 99,108, 98,916, 98794, 98,504 and finally 97,998 respectively. The meter came to be removed, on 3-7-1998 for non-payment of the bills.

17. We thus observe that the bare perusal of hand written ledger of the complainant consumer placed at pg 69 manifests that even though the meters were installed for the essential use of water pump & staircase and compound lighting etc, they came to be removed on 3-7-1998. The complainant consumer also did not come forward for reconnection immediately and the respondent also did not put in any efforts to find out how the above essential basic requirements which cannot be avoided even for a day, has been met out by the complainant. We find that thus only on 12-2-2001, during the site investigation, the respondent discovered that the complainant had another a/c no. viz 200-020-391 with a meter no P980353 for its C wing. Obviously therefore, the complainant must have been using this meter for providing electricity for A & B Wings. We therefore find that respondent BEST Undertaking in the month of Sept 2001 transferred the electricity arrears amount meant for A & B Wings to the account no. allotted for C Wing to the tune of Rs 6,10,378.25. Immediately thereafter we find the complainant started disputing the said action of the respondent BEST Undertaking. We find that thus after raising the dispute by the complainant the respondent investigated the matter to verify the validity of arrears claimed by it, when in our view it was amply clear from the record referred to above that the meter provided to the complainant was recording the reading in reverse manner. In our considered view, the respondent BEST Undertaking ought to have actually noticed such lapses on its part and acted on it at the time of removal of the meter of A & B Wings. In our view the arrears amount of Rs 6,10,378.25 which subsequently was corrected and brought down to Rs 1,60,716.00 is already paid by the complainant.
18. As contended by the respondent BEST Undertaking, after debiting the account of the complainant consumer by Rs 6,10,378.25, the complainant has stopped making the payment of regular bills in respect of a/c no 200-020-391 of the C Wing. At this juncture, we observe that the complainant has successfully convinced this Forum that, he was ready and willing to pay the current bills as and when they occurred, keeping aside the disputed amount. However, the respondent BEST Undertaking was refusing to accept the current bill charges from the complainant and was insisting to pay along with the arrears claimed by it. We, therefore, find that this unjustified and improper refusal on the part of respondent BEST Undertaking has resulted into cumulative accumulation of arrears containing the delayed payment charges and interest thereupon. We thus fund that due to wrong billing, the arrears

amount went to the tune of Rs 3,53,516.95 & resulted into removal of this meter also for non-payment of electricity charges.

19. We find that the records and contentions submitted before us manifest that the respondent BEST Undertaking did not even care to find out how the essential basic requirements like running water pump, lift etc., is being met out by the complainant from 26-5-2003 to 18-9-2003 i.e. for approx. 4 months period. It is when the complainant came forward for reconnection, the same was granted to him with the a/c no 709-614-025 with meter no N029793. The same was installed on 18-9-2003. We further observe that at the time of such reconnection, the dispute was not settled and resolved by the respondent BEST Undertaking and despite it the said reconnection was granted, pending alleged payment of arrears amount of Rs 3,53,516.95.
20. We observe that the said arrears amount was debited in the new a/c no 709-614-025 in the month of January, 2005 i.e. after lapse of one year & three months. We may observe that at this juncture also, the complainant has expressed his willingness for payment of the charges of electricity consumed by it waiving the delayed payment charges & interest, considering his case under Amnesty Scheme which was launched at the relevant time by the respondent.
21. In this connexion it has been submitted before us by the respondent BEST Undertaking that its Electronic Data Processing Dept did not print the eligibility of the complainant consumer on its bills. Therefore, the benefit of Amnesty Scheme could not be extended to the complainant consumer and instead a proposal was put up for sanction of the management on 21-6-2006. On perusing the said proposal placed before this Forum, we observe that the entire arrears amount of Rs 3,53,516.95 consists of only delayed payment charges and interest and the concerned Divisional Engineer had requested the management to accord its sanction to waive the same. We further find that the management of the respondent did not accord its sanction to such waiver and the proposal was delayed so much that the time period of Amnesty Scheme was over and the concerned Ward of the respondent had to resubmit the same in the month of January, 2008. The matter was thus delayed and finally by working out in the month of March 2009 partial approval of Rs 1,60,716 was granted.
22. This Forum thus observe that the entire dispute has been triggered of and emanating from the wrong billing on account of wrong reading shown by the meter no 09235557 provided to the complainant . We further observe that the disputed amount continued to enlarge on account of unjustified and improper refusal on part of respondent BEST Undertaking to accept the current electricity charges offered by the complainant from time to time. The dispute further continued its existence on account of not providing the benefit under the Amnesty scheme to the complainant. We find the reasons submitted by the respondent to deny the benefit under the Amnesty Scheme, being highly unsustainable and on account of lapses on part of respondent. We find

a considerable delay on the part of respondent BEST Undertaking at various stages and careless attitude on its part while granting reconnection in the year 2003, when the dispute could have been settled fully and finally. We find that the complainant has paid the entire legitimate electricity charges consumed by it and the outstanding amount alleged by the respondent has been on account of delayed payment charges and interest, which flow and emanates from the wrong billing as observed above by us.

23. To conclude we find it being unjustified and improper to impose any delayed payment charges and interest on the complainant as attempted by the respondent BEST Undertaking. In the net result, the complainant should succeed. We observe at this juncture that the complaint placed before us in Schedule A, shows in its para no (8) the relief sought from this Forum is to direct the respondent to waive delayed payment charges and interest. Accordingly, we proceed to grant the said relief to the complainant.

ORDER

1. Complainant No N-G(S)-102-2010 dt 27-7-2010 stand allowed.
2. The respondent BEST Undertaking has been directed to waive the delayed payment charges and interest levied on the complainant.
3. Copies be given to both the parties.

(Smt. Varsha V. Raut)
Member

(Shri.S.P.Goswami)
Member

(Shri. R.U. Ingule)
Chairman