

		Date	Month	Year
1	Date of Receipt	27	10	2025
2	Date of Registration	30	10	2025
3	Decided on	22	12	2025
4	Duration of proceeding	53 days		
5	Delay, if any.	--		

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM
B.E.S. & T. UNDERTAKING

(Constituted under section 42(5) of the Electricity Act 2003)

Ground Floor, Multistoried Annex Building,
BEST's Colaba Depot
Colaba, Mumbai - 400 001
Telephone No. 22799528

Grievance No. HVC-529-2025 dtd. 30/10/2025

Infinity Medical Centre

B.E.S.&T. Undertaking

V/S

..... Complainant

..... Respondent

Present Coram :

Hon'ble Chairman (CGRF)

: Mr. M.S. Gupta

Hon'ble Independent Member

: Mrs. A. A. Acharekar

Hon'ble Technical Member

: Mr. J.W. Chavan

On behalf of the Complainant

: Dr. Hemant Telkar

On behalf of the Respondent No.1

: BES&T Undertaking

1. Mr. G.R. Bains, DEHVC

2. Mrs. S.M.S. Ansari, AEHVC

Date of Hearing

: 11/12/2025

Date of Order

: 22/12/2025



Judgment

- 1.0 The core dispute is regarding extremely delayed billing adjustment for defective meter No. T111667 (8+ years later). Infinity Medical Centre is located at Ground Floor, City Tower, Dr. S.S. Rao Road, Opp. Lalbaug, Peninsulla, Mumbai - 400012, (herein after mentioned as "the said premises"). Infinity Medical Centre received debit adjustment of Rs. 14,47,803.01 in October 2023 for consumption between July 2015 and January 2016, nearly 8 years later. After dispute, the Respondent revised the amount to Rs.5,89,051.05 in March 2024, which was paid under protest by the Complainant on 25.06.2024.
- 2.0 The Complainant states that Meter No. T111667 was installed for Consumer No. 202-000-313 at the said premises of Infinity Medical Centre. The above said meter was tested on 23.11.2015 and was found defective, hence replaced on 13.01.2016 by new meter No. T112618. However, on 11.11.2023 i.e. after 8 years, a notice of amendment of Rs.14,47,803.01 was sent by the Respondent for the period from 31.07.2015 to 13.01.2016. Complainant further submits that he raised dispute for the above notice of amendment and a RTI was filed with the Respondent on 05.05.2024. In reply, the Respondent informed that the testing status of Meter No. T111667 was found OK and meter was functional. The Complainant argues that as per Clause No. 15.6.2 of the MERC SOP Regulations 2021, the bills of the Consumer shall be reconciled based on the meter testing results for maximum period of three months or from the date of last testing whichever is shorter on the basis of test report. Also as per Section 56(2) of the Electricity Act, 2003, no sum due from any Consumer under this Section shall be recoverable after the period of two years from the date when such sum becomes first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supply. The Complainant further states that the demand for arrears dating back more than two years is not legally recoverable and to recover the bill which dates back more than 8 years does not meet criteria for continuous recovery as an arrears. The Complainant has prayed for refund with interest of the debit amount of Rs.5,89,051.05, which is already paid by him on 25.06.2024.
- 3.0 The Respondent submits that the old meter No. T111667 was tested on 23.11.2015 and found to be slow by 31.99%. During the testing, it was observed that the CT bank had flashed over at the terminal block of Y-phase. The Complainant's Representative, Mr. Sanjay Sonawane, was informed on site regarding the slowness of meter, amendment procedure and meter replacement which was acknowledged by him. The defective CT operated meter was replaced with the new meter (T112618) and a new CT bank on 13.01.2016. The amendment for the period 31.07.2015 to 13.01.2016 was worked out to Rs.14,47,803.01, applying the correction factor for the meter slowness. This amendment was debited in the bill for October 2023. Aggrieved by the amendment, the Consumer submitted a letter dated 20.12.2023 mentioning "dispute regarding unjustified demand for debit adjustment amount". Accordingly reply was issued on 03.01.2024. Again on 10.01.2024, the Consumer was explained about the details along with related documents. However, the Consumer again submitted a letter disputing the amendment on 12.01.2024, which was replied on 23.01.2024, justifying the amendment, with specific reference to Clause No. 15.4.1 of the MERC SOP Regulations 2005. The Respondent further states that in view of Consumer's grievances, the case was reviewed and it was confirmed from the event log of the meter that Y-phase voltage was missing, resulting in under recording of consumption in the meter from 09.11.2015 till the date of the meter replacement i.e. 13.01.2016. Accordingly, a revised credit debit adjustment resulting in a net debit of Rs.5,89,051.05 was charged to the Consumer in place of



earlier amendment amount of Rs.14,47,803.01. The Respondent has cited two judgements of Hon'ble Supreme Court viz. Asst. Engineer (D1), Ajmer Vidyut Vitaran Nigam Ltd. v/s. Rahmatullah Khan (2019) 6 SCC401 & M/s. Prem Cottex v/s Uttar Hariyana Bijli Vitaran Nigam Ltd. & Ors. In these Judgements, it was held by the Hon'ble Supreme Court that Section 56(2) of the Electricity Act, 2003 does not preclude the Licensee from raising an additional or supplementary demand after limitation period, in cases of Bonafide error or mistake. What is barred under Section 56(2) is only the disconnection of electricity supply, not the recovery of dues lawfully payable. The Respondent has prayed not to consider request of the Complainant to withdraw the claim amount of Rs. 5,89,051.05.

- 4.0 From the rival submission of the parties following points arise for our determination with finding thereon for the reasons to follow :

Sr. No.	Points for determination	Findings
1	Whether the Complainant is entitled for refund against payment made for unjustified demand of debit adjustment?	Partly Affirmative
2	What Order?	As per final Order

REASONS

- 5.0 We have heard the arguments advanced by both parties and their representatives and have carefully perused the documents submitted in this matter. The Complainant Infinity Medical Centre received debit adjustment of Rs. 14,47,803.01 in October 2023 for consumption between July 2015 & January 2016. After dispute, the Respondent revised the amount to Rs. 5,89,051.05 in March 2024, which was paid under protest on 25.06.2024.
- 5.1 The Complainant's stand is that the demand is time barred under Section 56(2) of the Electricity Act, 2003, which prohibits recovery after two years unless shown continuously as arrears. MERC Regulations permit adjustment for a maximum of three months prior to dispute, not 8 years later. The Complainant contest that the RTI response in May 2024 confirmed the meter was OK, contradicting BEST's claim of defect. The Complainant submits that he has made payment of Rs. 5,89,051.05 raised by the Respondent after 8 years 284 days in October 2023. The Complainant has sought relief with refund of Rs. 5,89,051.05 with interest and prayed to direct the Respondent to adhere to MERC & Electricity Act provisions to prevent recurrence.
- 5.2 The Respondent's position is that meter No. T111667 was slow by 31.99% due to Y-phase voltage missing, which was confirmed by event logs & site test report. The original amendment calculated for six months (Rs. 14,47,803.01) was revised to three months (Rs. 5,89,051.05) based on actual meter data. The Respondent admits delay due to oversight. However, the Respondent claims with submission of Hon'ble Supreme Court rulings (Ajmer Vidyut, Prem Cottex) which allows recovery of dues beyond two years, also Section 56(2) only bars disconnection, not recovery. The Respondent thus prays to dismiss complaint and claims that the adjustment is legitimate.



- 5.3 It is observed from the submission that meter No. T111667 was tested on 23.11.2015 and found slow by 31.99% due to Y-phase voltage missing. The meter was replaced on 13.01.2016 i.e. 52 days later. MERC Regulation 2020 Clause No. 15.6.1 & 15.6.2 states that the Licensee must test meter promptly when accuracy is in doubt and Consumer can request NABL testing if dispute persist. It is observed that despite of confirmed defect, there was delay in replacement. Also, no evidence of NABL testing offered to Consumer despite of dispute. The test report of the Meter No. T111667 dated 23.11.2015 shows meter was found OK. The disputed unjustified demand for debit adjustment of Rs. 5,89,051.05 is raised for the period from 30.09.2015 to 13.01.2016. However, the Respondent has submitted statement with drop in voltage of Y-phase during the period from 09.11.2015 to 04.12.2015 for 25 days and the meter was replaced on 13.01.2016, i.e after 66 days. Under MERC Electricity Supply Code and Standards of Performance of Regulations 2021, a meter is considered defective if it does not record energy correctly due to any reason - whether internal fault or external component failure that affects accuracy. If a Current Transformer (CT) in one phase is damaged, the meter will under-record or mis-record consumption because it is not receiving correct input for that phase. This results in inaccurate measurement, which falls under the definition of a defective meter for billing purposes and falls under the category of defective meter for regulatory purposes. The Current Transformer (CT) is part of the metering system. Billing adjustments should follow MERC SOP 2021 Regulation 16.4.1, which limits retrospective correction to maximum three months prior to the month of detection. The original amendment Rs. 14,47,803.01 was calculated for six months and later revised to Rs. 5,89,051.05 for three months based on event logs. Revision after Consumer objection indicates procedural lapse. Consumer was informed only in October 2023, lack of timely disclosure violates Consumer rights and SOP timelines. In RTI reply (May 2024) test reports were issued, which states that meter No. T111667 was OK, contradicting Respondents claim of defect. MERC mandates accurate record keeping & disclosure. Contradictory records raised questions on reliability of Respondent's testing & amendments process. The Respondent cites Hon'ble Supreme Court ruling allowing recovery beyond two years, however MERC SOP & Electricity Act emphasizes Consumer protection. The Respondent reliance on judicial interpretation without aligning with MERC SOP creates regulatory conflict. Even if Hon'ble Supreme Court permit raising a bill beyond two years, MERC SOP timelines bind the Licensee's billing conduct. However, the ratio laid down by the Hon'ble Supreme Court will always be prevailed, it being the law of the land. The fact that arrears were not shown continuously also supports the Section 56(2) limb of the Consumers case. The ultimate three months basis aligns with SOP but late discovery & shifting methodology expose process deficiencies. The Respondent could not answer why the SOP bound recalculation was not done contemporaneously in 2016. The Respondent did test & replaced the meter but the replacement lag and absence of a NABL testing pathway communicated to the Consumer during dispute appears non-compliant with Regulation 15.6.2 (Consumers Right to independent testing at cost). The Respondent has a technical rebuttal (CT fault v/s Meter OK), but the RTI wording can mislead the Consumer. Clause No. 16.4.1 of the MERC SOP Regulation, 2021 states as under-

In case of a defective meter, the amount of the Consumer's bill shall be adjusted for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the reasons of the case taken subject to furnishing the test report of the meter along with the assessed bill.

In case the meter is stuck, burnt, lost or has stopped recording, the Consumer will be billed for the period for which the meter is stuck or has




stopped recording or for the period for which the meter was not available due to burning or loss of meter, upto a maximum period of three (3) months, based on the consumption during the corresponding period in the previous year when readings were taken or the average consumption of the previous three (3) billing cycles for which the meter has been read by the Distribution Licensee, whichever is higher.


In the letter addressed to the Complainant by the Respondent on 01.01.2025, it is admitted that the amendment of Rs. 5,89,051.05 is worked out for 56 days based on data recorder in meter. The 56 days period mentioned in the letter is not explained properly. In the credit debit statement worked out for amendment amount of Rs.5,89,051.05, it is however mentioned that the Cr/Dr is prepared on average of August 2015 to October 2015 AMC. Contradiction in calculation indicates inconsistency in methodology and period considered for calculation. The Clause No. 16.4.1 of the MERC SOP Regulation, 2021 allows calculations as per average of the previous three (3) billing cycles to bill upto a maximum period of three (3) months but the period as mentioned in the Respondent's letter dated 01.01.2025 is only for 56 days. Therefore, the Consumer cannot be charged for the three months period. However, the Cr/Dr statement prepared by the Respondent for amended amount of Rs. 5,89,051.05 is with consideration of amendment period from 30.09.2015 to 13.01.2016. Therefore, it is required to re-verify and re-issue fresh auditable computation of the debit adjustment by the Respondent. The corresponding recalculation should be communicated to the Complainant in writing. Due to procedural lapse & delay of more than 8 years for levy of amendment charges, the Respondent is not eligible for any delay payment charges or interest on arrears in the debit adjustment. Keeping in mind the foregoing observations of the Hon'ble Supreme Court, since the defect of slowness of meter was detected from the date of testing i.e. on 23.11.2015 & meter was replaced on 13.01.2016, only period of 52 days from the 23.11.2015 to 13.01.2016 should be considered for calculation of debit adjustment with procedure under the guidelines of MERC SOP Regulation 16.4.1.

- 6.0 In this view of the matter the point No. (1) is answered partly affirmative and we pass the following order as answer to point No.2.

ORDER

1. The Grievance No. HVC-529-2025 dtd. 27/10/2025 is partly allowed.
2. The Respondent shall recompute and forward an auditable calculation within 30 days to the Complainant, as mentioned in para 5.3 above and refund excess amount, if any recovered beyond SOP compliant computation in the electricity bill of the next billing cycle and compliance report to be filed within 60 days.
3. Copies of this order be given to all the parties concerned.


(Mr. Jitendra W. Chavan)
Technical Member


(Mrs. Anagha A. Acharekar)
Independent Member


(Mr. Mahesh S. Gupta)
Chairman

