

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-B-49-08 dt . 3/6/2008

Mr. Mohd. Kalamuddin H.R. AnsariComplainant

V/S

B.E.S. & T. UndertakingRespondent

Present

Quorum
1. Shri. M.P. Bhave, Chairman
2. Shri. S. P. Goswami, Member
3. Smt. Vanmala Manjure, Member

On behalf of the Complainant
1. Shri. Haji Usman Parekh
2. Shri. Maniger Ansari

On behalf of the Respondent
1. Shri. S.M. Deshmukh, Asst.Engineer.
Customer Care 'B' Ward.
2. Shri. M.K.Kadam, OS,
Customer Care 'B' Ward.

Date of Hearing: 15/07/2008

Judgment by Shri. M.P. Bhave, Chairman

Mr. Mohd. Kalamuddin H.R. Ansari has come before this Forum for their grievance regarding supplementary bill of Rs.15,802.10/- debited in their account. He has requested Forum to waive the same.

Brief history of the case

1. The consumer applied for Commercial Meter to Room No.6-C, Ground Floor, Building No.103, Keshavji Naik Road and Meter No.F982899 was installed on 31.1.2005 vide Connection Order No.T/2051531, Installation No.1102003, Service No.35234, Connected load 0.22 K.W. The initial reading of Meter No.F982899 was '7'.
2. The consumer wrote letter 10.05.2005 informing the BEST that meter is not working properly & requested to check the meter.
3. Meter No.F982899 tested on same day and found stopped on reading '12'. The meter was replaced on 19.05.2005 on final reading '14' by New Meter No. E022631 with initial reading '7'.
4. The consumer was preferred a supplementary bill for Rs.15,802.10/- in the month of November 2007.
5. The consumer disputed the claim and submitted the complaint in 'C' form on 10.4.2008.
6. The BEST replied the consumer vide letter dated 16.05.2008 and informed him to pay the Claim.
7. Not satisfied by the reply the consumer approached the Forum on 3/06/2008.

Consumer in his application and during Hearing stated the following

1. The consumer intimated BEST's consumer department on 10th May 2005 and meter was replaced on 19/5/2005 and in the year 2007 ending, a supplementary bill, directly debited in the bill of Rs.15,802.10/- which is unjust and unfair to him being in the period premise was not in use and was under lock & key position.
2. He intimated consumer department in regards to the above fact, he does not want any dispute in future.
3. He feels guilty today, intimating BEST in past 2005 and today he is harassed by debiting about Rs.16,000/-
4. Period of amendment, he was not in use and his premises was not in tenantable position and he had to give the above premise on leave & license basis for which he gave to other party on 22nd May 2005 for commercial & residential purpose. However he does not have the copy of the same agreement.
5. At the time of replacing the meter his old meter reading was (14) Fourteen and initial reading was (7) Seven you may take 7 reading amount from his side.

6. BEST's first investigation report is that "Premises found Locked and at the time of replacing meter also premises was in locked condition but BEST authority does not accept their own report. Whatever proofs he was having he produced before them.
7. At last he had to request that, despite so many correspondences BEST have not provided any meter testing certificate to support meter's amendment.
8. He wants you to please look into and waive the amendment and till the final decision from your authority allow him to pay regular electric bill without delayed payment charges.
9. He said that he has never informed BEST that meter is stopped.
10. He doesn't have leave and license agreement executed on 22/5/2005.
11. His premises was found locked by BEST officials at the time of meter testing i.e. on 10/5/2005 and also at the time of meter replacement i.e. on 19/5/2005.
12. BEST has not provided test report of the meter for which amendment claim is preferred.
13. He has not signed the test report dated. 10/5/2005.
14. Attention is drawn to MERC press note dated 25 th February 2005. As BEST has not furnished the test report, the amendment is invalid

BEST in its written statement and during Hearing stated the following:

1. After replacement new meter shows considerable consumption. This Meter No.E022631 is on the installation till today and working correctly. The connected load is 12 Sewing Machine, 1 Over lock Machine, 1 Iron, 1 Cloth Cutting Machine, 5 Tube Lights, 3 Ceiling Fans & 1 Exhaust Machine as per report dated 05.06.2008
2. The old Meter No.F982899 has recorded only '7' units during the period from 31.01.2005 to 19.05.2005. The meter found stopped on 10.05.2005. Hence, replaced on 19.5.2005. The consumer was preferred a supplementary bill for Rs.15,802.10/-. The details of amount are as under :-

Amendment period	:	21.02.2005 to 19.05.2005
Base period	:	19.05.2005 to 18.08.2005
Average	:	812 UPM

Pro-claim Amount : Rs.15,802.10/-
Debit note & Date : 53428 date 06.11.2007

3. We have replied the consumer vide our letter dated 16.05.2008 and informed to pay the Claim as it is only for 3 months as per Administrative Order No.332 framed under section 56(2) of the Electricity Act 2003.
4. Though the meter was not working for a period more than three months, we have preferred the claim only for 3 months. Secondly the consumer has not given the copy of the Leave & License agreement executed on 22.05.2005.
5. As the meter was defective/stop, consumer has requested on 10.05.2005 to replace the meter. Accordingly meter was replaced on 19.05.2005. As the meter found stopped at the time of investigation dated 10.05.2005 & immediately after replacement the new meter started showing the considerable consumption of supply, a necessary amendment was preferred and debited in the bill for the month of November 2007. Consumer has not given any documentary evidence for non use of premises during the amendment period.
6. As the meter was defective/stop he informed in the year 2005 & after testing the defective meter was replaced for the reason stopped and as per procedure necessary amendment claim was preferred.
7. Consumer has not given any proof for non use of premises during the amendment period.
8. Consumer has not submitted the copy of agreement of Leave & License executed on 22.05.2005.
9. As the meter was not working properly as intimated by consumer the same was not recording the reading correctly. Hence, it is not acceptable to charge him only for 7 units for more than three months.
10. At the time of investigation of meter premises was found locked it is clearly mentioned in the report. Therefore, the question of non acceptance of our report does not arise.
11. Consumer has never asked the meter testing report dated 10.05.2005. However, the meter testing report dated 10.05.2005 is enclosed herewith.
12. As the amendment claim is only for the period of 3 months for stop meter, as pr Administrative Order No.332 dated 12.06.2007 framed under Section 56(2) of the Electricity Act 2003 though the supply was

used for more than 3 months period. Therefore, the claim amount is payable by consumer as an energy charges.

13. Remedy provided by the distribution licensee:- Consumer claim Rs.15,802.10/- was prepared for three months and consumer was informed vide our letter No. DECC(S)/AOCCB/Amend/122/08 dated 16.05.2008 and consumer was requested to pay the same. Hence, it is incorrect that no remedy was provided by distribution licensee.
14. Complainant in his correspondence with BEST has never informed that his premises were "not in use" position until the amendment bill was forwarded to him.
15. Before forwarding the amendment claim bill to the complainant BEST had requested him to give documentary evidences regarding "premises being not in use" during the amendment period.
16. As the meter was found stopped on one lamp test its accuracy could not be checked. Signature of complainant's representative was taken without putting name of the consumer's representative on one lamp test report of dated. 10/5/2005.
17. As the claim is prepared for 3 months as per Sec 56(2) of Electricity Act 2003, it is prayer before Honorable Forum that complainant may be asked to pay the claim.

Observations

1. Consumer could not produce documentary evidence regarding "premises being not in use" during the amendment period.
2. BEST has taken more than 2 years to forward the amendment bill from the date of replacement of meter i.e. 19/5/2005.
3. BEST while forwarding the amendment claim has not considered the fact that complainant's premises was found locked at the time of meter testing i.e. on 10/5/2005 and also at the time of replacement of meter i.e. on 19/5/2005. It may therefore be appropriate to accept that during this period or say for about 15 days, the consumer may not have consumed any energy.
4. As per MERC (Electric Supply Code and other conditions of supply), Regulations, 2005, clause No 15.4 in case the meter has stopped recording, the consumer will be billed for the period for which the meter has stopped recording up to a maximum period of 3 months, based on the average metered consumption for 12 months immediately proceeding the 3 months prior to the month in which billing is contemplated. However, in this case BEST has considered consumption for succeeding 3 months for amendment purpose, as the preceding 12 months consumption was not available being a new meter connection case.

5. In the absence of preceding 12 months consumption and the amendment bill was presented after more than two years, it would have been appropriate to consider yearly average consumption of succeeding 12 months period for calculating amendment claim. This period would include all the seasonal fluctuations also. Hence, instead of 812 units per month 751 units per month may be the correct average consumption for billing purpose during the disputed period.
6. The close scrutiny of the MERC press note reveals that it is in relation to amendment cases where amendment or supplementary bills were issued on presumption that meter has recorded less consumption (without testing the meter). In the present case, the consumer himself has drawn the attention of Licensee that the meter is defective. The one lamp test carried out on 10.05.2005 confirms the fact. (This report is now available to the consumer) Hence the contention of the consumer that the amendment is invalid can not be accepted.

ORDER

1. BEST is directed to revise the amendment by restricting it to 2½ months within 30 days from the date of order.

The amendment should be based on the average yearly consumption for the succeeding 12 months period from the date of replacement of meter i.e. 19/5/2005.

2. No D.P. Charges be levied on the outstanding amount.
3. Copies be given to both the parties.

(Shri. M. P. Bhawe)
Chairman

(Shri. S. P. Goswami)
Member

(Smt. Vanmala Manjure)
Member