

		Date	Month	Year
1	Date of Receipt	20	09	2021
2	Date of Registration	23	09	2021
3	Decided on	30	11	2021
4	Duration of proceeding	68 days		
5	Delay, if any.	08 days		

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. 22799528

Grievance No. S-D-442-2021 dtd.23/09/2021

Amit G. Chaurasia & R.S. ChaurasiaComplainant
V/S

B.E.S.&T. UndertakingRespondent

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 : 1. Shri Sunil Kamani

On behalf of the Respondent : 1. Shri M.P. Rananaware

Date of Hearing : 25/11/2021

Date of Order : 30/11/2021

Judgment

- 1.0 This complaint/application was received on 20/09/2021 and registered on 23/09/2021 in the office of the Forum. However, due to pandemic of Covid-19, lockdown was declared by the Government from 23/03/2020 onwards and it was extended from time to time and subsequently the guidelines were issued by MERC in that respect. The complainant was not ready for hearing through Video Conferencing. For these reasons, the matter could not be heard for long period. Now the lock down conditions have been relaxed to some extent. Therefore, the matter was fixed for hearing physically on 25/11/2021. Accordingly, the matter was heard on 25/11/2021 and was reserved for passing judgment. Hence, now the judgment is being given. For these reasons the matter could not be decided within the time prescribed by the MERC Regulations. Therefore, the delay of 08 days has occurred in deciding this complaint.

- 2.0 The complainant has grievance about high billing in respect of the period from March 2020 to November 2020. The following facts can be said to be not disputed.
 - a) The complainant is a commercial consumer of the Respondent under the a/c no. 822-288-094.

 - b) The complainant was being provided electricity under the meter no. 2226214 from December 2019 till 01/10/2020. On 01/10/2020 this meter was removed from the premises of the complainant on receiving complaint from the complainant about high bill during the month of March 2020 to November 2020. The said meter no. 2226214 was replaced by new meter bearing no. D194936 on 01/10/2020 and since then the complainant is billed on the basis of reading of the meter no. D194936.

 - c) After removal of the old meter no. 2226214 from the premises of the complainant, the Respondent Undertaking tested it at their laboratory in presence of the complainant and the test report thereof was brought to the notice of the complainant immediately on 07/02/2020. The test report given by the lab was to the effect that “above meter found correct in accuracy tests and dial test.” After such result of the meter testing, the Respondent Undertaking has charged the complainant on the basis of the last reading shown by the aforesaid tested meter.

- 3.0 As stated in the complaint as well as submitted by the representative of the complainant in the course of hearing before this Forum, the case may be stated as under :
 - a) According to the complainant he is not satisfied that the tests of the old meter no. 2226214 at the lab of the Respondent Undertaking. According to him, the meter was defective and it shows higher consumption than the actual consumption during the period from March 2020 to November 2020 and therefore the Respondent is not entitled to charge the complainant on the basis of the readings of that defective meter.

- b) The representative of the complainant has submitted that prior to the month of March 2020 and after the month of November 2020, the consumptions were recorded by the respective meters correctly but during the aforesaid period from March 2020 to November 2020, the reading of consumption is recorded abnormally on higher side. Therefore, the lab test of the Respondent Undertaking in respect of the said meter cannot be accepted.
- c) The representative of the complainant has further submitted that the Respondent be directed to revise and modify the bills and to reduce the charges and also to give installment facility to the complainant for making payment of the dues.

4.0 The Respondent Undertaking has appeared before this Forum and has filed its reply to the instant grievance application. The Respondent Undertaking has strongly opposed the contentions raised in the grievance application. The case of the Respondent as submitted by them in their reply as well as submitted by their representative in the course of hearing before this Forum may be stated as under :

- a) Under Annexure 'C' on 05/07/2021, the complainant had complained to the Respondent Undertaking regarding high bill for the period from May 2019 to July 2020. It was mentioned in the complaint that the high bill complaints were lodged on 25/09/2019 and 27/08/2020. Accordingly the Respondent had conducted a hearing in respect of the said grievance of the complainant on 02/08/2021 before its Internal Grievance Redressal Cell (IGRC). As regards the complainant's complaint dtd. 25/09/2019, the meter no. B119827 was tested on site on 31/10/2019 and it was found be defective. The old meter no. B119827, was replaced by new meter no. 2226214 on 15/11/2019. The old meter no. B119827 was tested in laboratory of the Respondent Undertaking and it was found defective. Based on the lab test the amendments of the bills were made and necessary credit was given to the complainant in respect of the said complaint dtd. 25/09/2019 and meter no. B119827.
- b) As regards the new meter no. 2226214 installed on 15/11/2019, the complainant had made complaint about high bill from March 2020 onwards. Therefore, on 28/09/2020, at the site the meter no. 2226214 was tested and it was found ok. Since, the complainant was not satisfied with the test result and upon his request, the meter no. 2226214 was replaced by D194936 on 01/10/2020. The meter no. 2226214 was tested in presence of complainant's representative on 07/10/2020 and it was found within limits of accuracy.
- c) Due to lockdown on account of Covid-19 pandemic, the Respondent Undertaking had suspended taking of meter reading from 23/03/2020 to June 2020. Therefore, the billing was done on estimated basis. For April, May and June 2020, the complainant was billed on estimation for 1394, 1394 and 139 units respectively i.e. in all 2927 units for 3 months. Further, after obtaining actual reading in the month of July 2020, it was observed that actual consumption was 3883 units for the billing month of April, May

and June 2020 against the estimated units of 2927. As the appellant was under billed by 956 units, these units were adjusted in the bill of July 2020 along with the consumption of the month of July 2020. Therefore, the bill for the month of July 2020 is showing an amount of Rs. 59,909.72 rounded of Rs. 59,900.00 which includes an adjustment of Rs. 7,890.47 and unpaid arrears of Rs. 41,389.11. The bill for the month of October 2020 was of Rs. 1,01,710.00 including the previous months' arrears of Rs. 99,387.84 and thus this amount is payable by the complainant at present.

d) Citing the aforesaid circumstances, the Respondent Undertaking's representative has submitted that the complainant has no merits in view of the fact that in the lab test the meter no. 2226214 was found correct. Therefore, it is submitted by the representative of the Respondent that the complaint is liable to be dismissed.

5.0 We have heard the submissions of 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 Respondent has correctly charged the complainant for the consumption of electricity during the period from March 2020 to November 2020 ?	In Affirmative
2	Whether the complainant is entitled for facility of installment in paying the dues and waiver of Delayed Payment Charges (DPC) and interest on arrears ?	The complainant is not entitled for waiver of DPC and interest on the arrears charged by the Respondent. As far as facility of installment in paying the arrears is concerned, the complainant shall be at liberty to make an application to the Respondent and on such application, the Respondent shall consider and decide it as per the regulation.
3	What order should be passed ?	The complaint is disposed off as is being directed in the order being passed herein below.

6.0 We record reasons for aforesaid findings as under :

a) As far as point no. (1) is concerned, it is in respect of the entitlement of the Respondent to charge the complainant for consumption of electricity during the period from March 2020 to November 2020 on the basis of the old meter bearing no. 2226214.

The submissions of the representative of the complainant were to the effect that this meter no. 2226214 was recording incorrect consumption from March 2020 to 01/10/2020 which was approximately between 1293 units to 1435 units in each month. He has submitted that before March 2020, the consumption was on lower side and even after October 2020 as per the new meter reading the consumption is on lower side. Therefore, he has submitted that the test report of the lab of the Respondent is in respect of the aforesaid meter no. 2226214 cannot be acceptable. He has submitted that he is also entitled for waiver of DPC and interest and also for facility of installment in paying the arrears.

- b) The representative of the Respondent has opposed the aforesaid contentions of the complainant on the ground that the lab test of the Respondent has shown that the meter was perfectly correct in recording the consumption during the aforesaid period and the complainant has not got that meter tested from any other lab under clause 15.6.2 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 (hereinafter it shall be read as Supply Code). He has also opposed the contentions about waiver of DPC and interest and installment facility.
- c) We have examined the submissions of the parties. We find merit in the submissions of the representative of the Respondent as far as the challenge to the lab test of the meter raised by the complainant before this Forum. It may be noted that the complainant has not disputed that the said meter was tested at the lab of the Respondent in his presence and test report is to the effect that meter is perfectly correct. It is relevant to note the provisions of clause 15.6.2 of the Supply Code, as under :

15.6.2. The Consumer may, upon payment of such testing charges as may be approved by the Commission under Schedule of Charges can request the Distribution Licensee to test the accuracy of the meter by applying to the Distribution Licensee :

Provided that the Distribution Licensee may get the meter tested at its own laboratory or any other facility as may be approved by the Commission :

Provided further that if a Consumer disputes the results of testing carried out by the Distribution Licensee, the meter shall be tested at a National Accreditation Board for Testing and Calibration Laboratory (NABL) accredited laboratory chosen by the Consumer at the cost of the Consumer :

Provided further that in case of testing on the Consumer's request, if the meter is found to be beyond the limits of accuracy prescribed in the Central Electricity Authority (Installation & Operation of Meters) Regulations, 2006 as amended from time to time, the Distribution Licensee shall refund the test fee along with interest for the period the fees has been held by the Distribution Licensee, at a rate equivalent to the Bank Rate of the Reserve Bank of India to the Consumer by adjustment in the subsequent bill :

Provided further that the bills of the consumers shall be reconciled based on the meter testing results for a maximum period of Six (6) months or from the date of last testing, whichever is shorter, on the basis of the test report.

The complainant has not got tested this meter again from any other lab under the provisions of above clause 15.6.2 of the Supply Code noted herein earlier. In absence of this, the test report given by the lab of the Respondent will prevail and in view of it we hold that the meter was perfectly right and correct and the Respondent is entitled to charge the complainant for the aforesaid period from March 2020 to November 2020 on the basis of the readings of consumption shown by this meter during this period. In view of this we have recorded point no. (1) in affirmative.

- d) With regards to the submissions of the representative of the complainant about waiver of DPC and interest, we do not find any merits in the said submissions because when the meter was correctly functioning and the Respondent was charging the complainant on the basis of that reading, it cannot be said that the complainant is entitled for any facility of DPC and interest. The complainant has not shown any effort on his part about payment of any part of the demanded amount under protest. In absence of such efforts on the part of the complainant, we do not find that the complainant is entitled for any such facility or waiver.
- e) As regards the request made by the complainant about the facility of installment in making the payment of arrears, we hold that he is entitled to make appropriate application to the Respondent and the Respondent can grant it on taking into consideration such application under clause 16.9.1 if it finds appropriate. Therefore, liberty is always with the complainant to make any such application to the Respondent under such provision and it is upto the Respondent to decide it as per its discretion. Here it is useful to note provisions of clause 16.9.1 of Supply Code as under :-

16.9.1. The Distribution Licensee may, at its discretion, allow Consumers the facility of payment of arrears by way of installments: Provided that the facility of payment of arrears by way of installments shall not affect the liability of the Consumers to pay interest and additional charges for delayed payment as per the relevant orders of the Commission from time to time, until all arrears have been cleared.

With these observations, the complaint will have to be dismissed as is being directed in the operative order passed herein below.

- 7.0 Accordingly, we have answered point (2) and (3). Hence, we pass the following order.

ORDER

- 1.0 The complaint no. S-D-442-2021 dtd. 23/09/2021 stands dismissed with observations that the complainant is at liberty to make the appropriate application to the Respondent for giving facility of installments in paying the arrears and on such application being filed within one month from the date of receipt of this order by the

complainant, the Respondent shall decide it under its power given to it under clause 16.9.1 of the Supply Code. In these terms the complaint stands disposed off.

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