

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-328-2017 dtd. 14/08/2017

Mr. Uday R. ShenoyComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.V. Fulpagare, Member

On behalf of the Complainant : 1. Shri Kamlakar Shenoy

On behalf of the Respondent : 1. Shri Dilip S. Bodke, AAM CC(B)

Date of Hearing : 22/09/2017

Date of Order : 11/10/2017

Judgment by Shri. Vinayak G. Indrale, Chairman

Mr.Uday R. Shenoy, Hotel Sadguru , 2/16, Hawaa Bhai Bldg., Shop no. 4 to 9, Ground floor, Laxmi Narayan Jadhav Marg, Dongri, Mumbai - 400 009 has come before the Forum for dispute regarding charging fixed charges in electricity bill pertaining to a/c no. 861-001-077*4.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 21/04/2017 dispute regarding charging fixed charges in electricity bill pertaining to a/c no. 861-001-077*4. The complainant has approached to CGRF in schedule 'A' dtd. 25/07/2017 (received by CGRF on 10/08/2017) as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee.

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

- 2.0 The complainant Shri Uday R Shenoy came before the Forum regarding his dispute about charging double fixed charges in electricity bill pertaining to A/C 861-001-077*4 and further requested to refund the same with interest.
- 3.0 The electricity supply is given to the complainant's premises under reference through meter number D038440 (single phase) & N027228 (three phase) for commercial purpose having a/c 861-001-077*4. Fixed charges are levied in electricity bill for two meters as per tariff schedule approved by Maharashtra Electricity Regulatory Commission, Mumbai .
- 4.0 On the first page of tariff schedule approved by MERC, under the heading General 4, it is mentioned that," The Tariff is applicable for supply at one point only. ". In MERC (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005 in Regulation 2(t) definition of "Point of Supply" is given as, " the point at the outgoing terminals of the Distribution Licensee's cutouts fixed in the premises of the consumer. "
"
- 5.0 In the instants case, electric supply is provided through two separate point of supply (i.e. Meter D038440 & N027228). Therefore, separate fixed charge is levied on these two meters.
- 6.0 The consumer is billed correctly. There is o substance in the dispute of the complainant.

REASONS

- 7.0 We have heard arguments of Shri Kamlakar R. Shenoy, representative of the complainant and for the Respondent BEST Undertaking Shri Dilip Bodke, AAM, CC(B). Perused the documents filed by the either parties. Perused written statement filed by the Respondent BEST Undertaking along with schedule of electricity tariff and copy of MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005.
- 8.0 The complainant has vehemently submitted that the Respondent BEST Undertaking is using double standard and illegal interpretation while charging total fixed charges. He has further submitted that, when it comes to charging excess amount from the consumer they take stand that, there are two separate meters and while charging concession rate to units upto 500 they consider it as single unit. He has submitted that fixed charges are levied on each consumer as per MERC (Electricity Supply Code

and Other Conditions of Supply) Regulations, 2005 which does not mention that fixed charges are levied per meter. Thus according to the complainant, the fixed charges shall be applicable to one point only and even though there are two meters in the premises of the consumer, he is only liable to pay fixed charges for single meter. The Respondent BEST Undertaking has submitted that as per schedule of electricity tariff “the charges are applicable for supply at one point only”.

The Respondent BEST Undertaking has further submitted that as per MERC (Electricity Supply Code and Other Conditions of Supply), Regulations, 2005 Regulation 2.1 (t) “Point of Supply” means, ‘the point at the outgoing terminal of the Distribution Licensee’s cutouts fixed in the premises of the consumer’.

Provided that, in case of HT consumers, the point of supply means the point at the outgoing terminal of the Distribution Licensee’s metering cubical place before such HT consumer’s apparatus.

Provided further that in the absence of any metering cubical or, where the metering is on the LT side of the HT installation, the point of supply shall be the incoming terminal of such HT consumer’s main switchgear.

Regulation 3.4 of MERC (Electricity Supply Code and Other Conditions of Supply), Regulations, 2005 deals with “Charges of Electricity Supplied”.

Regulation 3.4.3 speaks “Unless otherwise specified, all HT and LT charges refer to one point of supply and each separate establishment shall be given separate point of supply.

Regulation 3.4.4 speaks that the charges of electricity supplied under this Regulation 3.4 may include a fixed charge in addition to a charge for actual electricity supplied, in accordance with terms and conditions of tariff as may be specified.

- 9.0 Having regard to the above said legal position we have to see whether incase of two meters in the premises, consumer is liable to pay fixed charges for one meter or not ? Considering the definition of “Point of Supply” coupled with the tariff schedule that the tariffs are applicable for supply at one point only, we do not find any substance in the grievance of the complainant as there are two meters since beginning, one is single phase and another is three phase.
- 10.0 The Respondent BEST Undertaking has further submitted that there are two separate connections taken by the complainant, one is single phase and another is three phase meter and therefore the complainant is liable to pay fixed charges for both the meters. We find substance in this submission because the record which the complainant himself has filed goes to show that since the year 2007 he has paid fixed charges for both the meters and only in the year 2017 he has put up this grievance and prayed for recovery of fixed charges.

- 11.0 The complainant has submitted that on backside of the electricity bill there is mention of fixed charges and when he filed the complaint, the Respondent BEST Undertaking has not printed the fixed charges on the backside of the electricity bill. He has further submitted that printing on the electricity bill is so small in font that thereby the consumer is not able to read the printed words on the bill. On this point the Respondent BEST Undertaking has submitted that as per MERC Regulation they are under obligation to give all the details as to how and in what way they have charged the bills. If they have to print all the details on the electricity bills in big font then the size of the electricity bill will increase, so the printing of the electricity bill is in small font.
- 12.0 For the above stated reasons and considering the fact that the charges are to be applicable as per tariff approved by MERC. Likewise since in the beginning there were two meters, one is single phase and other is three phase and as per definition of point of supply as per Regulation 2.1 (t) of MERC Regulations, 2005, the Respondent BEST Undertaking has every right to charge fixed charges for each meter.
- 13.0 The complainant has further relied upon the judgment in representation of 31 of 2016 dtd. 14/06/2016 delivered by Electricity Ombudsman, Mumbai. We have carefully gone through the said judgment in which it has been observed that if “however the fixed charges are incorrectly recovered and the Appellant consumer specifically points out the details with reference to the relevant tariff order, the Respondent should verify and if necessary, refund the same.
- 14.0 Thus the above judgment referred by the complainant is not at all applicable to his case. Thus having regard to the above said circumstances and legal position we do not find any substance in the complaint as the complainant is paying the fixed charges for both the meters since 2007 and came up before the Forum in 2017 for refund of excess fixed charges without giving any reason for delay in filing the complaint. We find that the Respondent BEST Undertaking has rightly charged the fixed charges as per MERC Regulation, 2005 coupled with the tariff schedule. In result the complaint deserves to be dismissed. Hence we pass the following order.

ORDER

1. The complaint no. S-B-328-2017 dtd. 14/08/2017 stands dismissed.
2. Copies of this order be given to both the parties.

Sd/-

(Shri S.V. Fulpagare)
Member

Sd/-

(Shri V.G. Indrale)
Chairman