

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-GN-305-2016 dtd. 09/08/2016.

Shri Ghanshamdas T. ChhatwaniComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.Y. Gaikwad, Member
2. Shri S.M. Mohite, Member, CPO

On behalf of the Complainant : 1. Shri Ghanshamdas Chhatwani

On behalf of the Respondent : 1. Shri P.P. Kulkarni, DECC(G/N)
2. Smt P.S. Kekane, AAM, CC(G/N)

Date of Hearing : 04/10/2016

Date of Order : 06/10/2016

Judgment by Shri. Vinayak G. Indrale, Chairman

Shri Ghanshamdas T. Chhatwani, C-4, Om Annx., K. Gadgil Marg, Janshakti CHS., Near Tilak Bhavan, Dadar, Mumbai - 400 028 has come before the Forum for high bill complaint pertaining to a/c no. 693-546-105.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 02/06/2016 for high bill complaint pertaining to a/c no. 693-546-105. The complainant has approached to CGRF in schedule 'A' dtd.07/07/2016 (received by CGRF on 27/07/2016) as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee on his grievance.

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

- 2.0 The complainant Shri Suresh S/O Ghanshayamdas Chhatwani came before the Forum regarding his high bill dispute pertaining to A/C NO 693-546-105.
- 3.0 The electric supply was given to the complainant's premises through meter number N099262 from 04/01/2011. The complainant was wrongly charged for 58,900 units in the billing month Feb 2011, the same was credited in the billing month April 2011 by the system.
- 4.0 Unfortunately the complainant was wrongly charged for 47,278 units in billing month July 2011 and 9651 units in the billing month Dec 2011. Necessary debit credit was carried out for the period 04/01/2011 to 19/12/2011 resulted in net credit of Rs 5,48,660.21 and same was reflected in billing month June 2012. Also Delay Payment charges and interest for the period 05/03/2011 to 05/04/2013 amounting to Rs. 94,543.77 refunded and same was reflected in the billing month May 2013.
- 5.0 The consumer was correctly billed from January 2012 onwards as per reading recorded by the meter no. N099262. The consumption recorded by the meter N099262 has increased from July 2012. The complainant has raised the dispute for the same on 25/04/2014 vide ID no. 1752048.
- 6.0 Meter no. N099262 was tested on site on 23/05/2014 and was found working within permissible limits of accuracy. Meter no. N099262 was replaced by meter no. N124975 on 25/07/2014 under official testing. During lab testing on 18/03/2015 the meter could not be tested as RTC found defective and data was corrupted.
- 7.0 The consumer was correctly billed for the period March 2013 to July 2014 as per reading recorded by the meter and the consumptions had dropped from three months prior to replacement of meter i.e. from April 2014 which proves that the consumer is billed correctly as per recorded reading upto replacement.

REASONS

- 8.0 We have heard arguments of the complainant in person and for the Respondent BEST Undertaking Shri P.P. Kulkarni, DECC(G/N) and Smt. P.S. Kekane, AAM, CC(G/N). Perused the documents annexed by the complainant along with Schedule 'A' and written statement filed by the Respondent BEST Undertaking along with documents marked at Exhibit 'A' to 'G'.

- 9.0 The complainant has vehemently submitted that since 2013 and 2014 he had approached the Customer Care Dept. of BEST Undertaking for high bill complaint for the month of August 2012 to April 2014 as meter was defective. He has further submitted that when he approached Customer Care Dept. on 03/06/2016, the employee who was on duty had assured him that he would get the credit of Rs. 1,05,286.44 subject to Audit's approval. He has placed on record the said writing given by the concerned officer which is on pg. 7. The Respondent BEST Undertaking has submitted that they have already credited the bill and had given credit note for the billing month of February 2011, July 2011 and December 2011. According to the Respondent BEST Undertaking the meter no. 099262 was tested on site and it was found OK having low battery.
- 10.0 The Respondent BEST Undertaking has submitted that they have tested the meter in lab on 18/03/2015 and found that meter with low battery indication and its RTC was affective and data was also corrupt, thus meter was not tested. As per Respondent BEST Undertaking reading recorded by RAMCRAM as well as noted down on the sheet for the period April 2013 to July 2014 was correct and therefore they did not find any grievance in the complaint. We have perused the record and it appears that in the month of February 2011, the complainant was charged bill for 58900 units. Likewise for the month July 2011, the complainant was charged bill for 47278 units and for the month of December 2011, he was charged for 9651 units. On this point the complainant fairly concealed that for the above said excessive reading recorded by the meter has been corrected by the Respondent BEST Undertaking and now there is no dispute in that regard.
- 11.0 The complainant has submitted that the premises to which the electricity is supplied is used as godown for storing clothes and whenever customer i.e. tailor visits the godown he used to open it for delivery of clothes and the close the premises. Thus according to the complainant his average bill per month is only in between 250-300 units and therefore the units recorded for the period from August 2012 to April 2014 is very high and it is because of defective meter. We have perused the Meter Ledger Folio placed on record for the period from February 2011 to May 2016 and finds substance in the submission made by the complainant.
- 12.0 The very fact that in the month of February 2011 units recorded is shown as 58900 as well as the case in the units recorded for the month of July 2011 to December 2011, which has been subsequently corrected by the Respondent BEST Undertaking certainly goes to show that submission of the complainant that meter no. 99262 is defective appears to be justifiable. It appears that the said meter no. 99262 was replaced by the Respondent BEST Undertaking in the month of July 2014. Both the parties admitted that the said meter is three phase meter. The complainant has submitted that initially the builder has supplied three phase meters to all the three premises and now the complainant will apply for single phase connection. Considering the grievance of the complainant it was expected from the Respondent BEST Undertaking that they should place on record documents showing appliances affixed by the complainant in

the premises. Best reason known to the Respondent BEST Undertaking as to why they have not placed on record such documents.

- 13.0 Shri P.P. Kulkarni of Respondent BEST Undertaking has submitted that the complainant has made grievance of high bill for the period August 2012 to August 2014 in the month of June 2016 and therefore the cognizance cannot be taken by the Forum as per Clause 6.6 of MERC (CGRF & EO) Regulation, 2006 for delay. The complainant has submitted that for every month he used to approach Customer Care Dept. of the Respondent BEST Undertaking and the department assured that they would give credit for excessive bill and therefore he has not approached this Forum. It appears from the record that in the month of April 2014, the complainant has made the complaint to Customer Care dept. who has tested the meter on site.
- 14.0 It further reveals that the meter was tested in lab and it was found low battery indicating RTC defective and data is corrupt so meter was not tested. If this would be the case then the said meter could be termed as defective meter and the Respondent BEST Undertaking was required to invoke the provisions of section 15.4 and issue amendment bill. That has not been done the Respondent BEST Undertaking. The Respondent BEST Undertaking has prepared dr/cr note which they have filed at pg. 45-55/C and shown the total credit amount of Rs. 1,05246.44 which is to be credited in the account of the complainant on account of excess units recorded.
- 15.0 It appears that the Respondent BEST Undertaking has sent the said dt/cr note to the Audit Dept. who has not accepted the proposal and observed that “as per consumption pattern by RAMCRAM reading till April 2014 seems to be correct. Hence base period may be taken immediately prior to meter replacement as per MERC”. It means the proposal which has been sent by the Customer Care Dept. has not been accepted by the Audit Dept. and so Customer Care Dept. has recovered all the arrears from the complainant under threat that they would disconnect the electricity. The Respondent BEST Undertaking has made more capital that during the period October 2013 to May 2015 the complainant has not paid the electricity bill and the amount remained unpaid by him.
- 16.0 It appears that the officer of the Respondent BEST Undertaking assured him to issue credit note for excess bill and therefore he would have not paid the said amount. From the record it reveals that the proposal of credit bill has been rejected by the Audit Dept. on 14/09/2015. Thus the cause of action arose for the complainant in the month of Sept. 2015. The complainant filed the complaint before IGR on 15/06/2016, so prima-facie complaint is within limitation. Thus under such circumstances we do not find any substance in the submission of Shri P.P. Kulkarni for the Respondent BEST Undertaking that complaint is barred by clause 6.6 of MERC (CGRF & EO) Regulation, 2006.
- 17.0 In view of above evidence the Forum can take cognizance of the complaint. Now we have to proceed further about the excess bill recorded by the Respondent BEST Undertaking for the period from August 2012 to April 2014. After going through the

credit note which has been prepared by the Respondent BEST Undertaking it appears that they have taken the base period for 12 months since March 2012 to February 2013 and carved out average unit bill per month as 502 units and charged the said bill for the period from April 2013 to July 2014. Thus after calculation, the Respondent BEST Undertaking has worked out credit note of Rs. 1,05,286.44. It appears that considering the conduct of the Respondent BEST Undertaking that they have already corrected the high bills for the month of February 2011, July 2011 and December 2011 and therefore they have carved out the average bill and correctly pass the credit note. There was no need for the Audit Dept. to interfere in the submission made by the Customer Care Dept. for credit note.

- 18.0 It is pertinent to note that in reply given by IGR on 29/06/2016, it has been mentioned that new meter has recorded reading of 5410 units from July 2014 to May 2016 and the complainant has not made payment for the same and therefore accumulated arrears comes to Rs. 1,74,878.00 up to May 2016. This shows that the average consumption recorded by the new meter for the period from July 2014 to May 2016 comes to nearby 245-250 per month. If viewed from this angle, we find substance in the contention of the complainant that the meter no. N099262 was not recording the correct reading and therefore considering this aspect, Customer Care Dept. has rightly passed the credit note of Rs. 1,05,286.44.
- 19.0 We wish to observe that inspite of assurance given by the Customer Care Dept. for giving the credit note they were not in a position to give credit because of objection taken by the Audit Dept. In fact we observe that there was no need for the Audit Dept. to take objection. It appears that Audit Dept. have not properly considered average consumption of electricity by the complainant prior to and after the disputed period.
- 20.0 The complainant has submitted that the Respondent BEST Undertaking under the threat of disconnection has recovered all the dues from him and he deposited cheque of Rs. 1,05,000.00 and Rs. 70,000.00 on 17/06/2016 and thus cleared all the dues. In routine course the dues recovered from the complainant include IOA and DPC. It appears that the credit of said amount has been given by the Respondent BEST Undertaking while passing the credit note. Thus the complainant is entitled to credit note of Rs. 1,05,286.44 for high bills recovered by the Respondent BEST Undertaking and the Respondent BEST Undertaking is liable to adjust the said amount in ensuing month bill to be issued to the complainant.
- 21.0 In the above said circumstances the complainant deserves to be allowed and we proceed to pass the following order.

ORDER

1. The complaint no. N-GN-305-2016 dtd. 09/08/2016 stands allowed.
2. The Respondent BEST Undertaking is directed to give credit of Rs. 1,05,286.44 to the complainant as carved out at Exhibit 'F' and adjust the said amount in ensuing electricity bills to be issued to the complainant. The Respondent BEST Undertaking is directed to comply the order by giving credit in ensuing bills and report the compliance within one month thereafter.
3. Copies of this order be given to both the parties.

(Shri S.Y. Gaikwad)
Member

(Shri S.M. Mohite)
Member

(Shri V.G. Indrale)
Chairman