

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-402-2020 dtd. 02/01/2020

Smt. Nita Pradip NagvekarComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman / Member Licensee

Quorum : Shri K. Pavithran

Member

1. Dr. M.S. Kamath, Member CPO

On behalf of the Respondent : 1. Shri M.P. Rananaware, Supdt. CC(D)
2. Shri V.J. Gadhavi, AAO CC(D)

On behalf of the Complainant : 1. Shri Pradip Nagvekar

Date of Hearing : 31/01/2020

Date of Order : 04/02/2020

Judgment

Smt. Nita Pradip Nagvekar, Flat no. 403, 4th floor, Samruddhi Apartment, Chamarbaug X Lane, Parel (E), Mumbai - 400 012 has come before the Forum for dispute regarding debiting of Rs. 1,000/- towards burnt meter charges of meter no. A447970 pertaining to a/c no. 474-321-003 in the billing month October 2019 having electric supply at 9, 1st floor, 257/A, Sidat Mansion, Khotachiwadi , V.P. Road, Girgaon, Mumbai - 400 004.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 06/11/2019 for dispute regarding debiting of Rs. 1,000/- towards burnt meter charges of meter no. A447970, pertaining to a/c no. 474-321-003 in the billing month October 2019, having electric supply at 9, 1st floor, 257/A, Sidat Mansion, Khotachiwadi , V.P. Road, Girgaon, Mumbai - 400 004. The complainant has approached CGRF vide schedule 'A' dtd. 01/01/2020 (received by CGRF on 02/01/2020) as the complainant was not satisfied by the remedy, provided by the IGR Cell of Distribution Licensee on her grievance.

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

- 1.0 Smt. Nita Pradeep Nagvekar filed her grievances in Schedule 'A' form dtd. 01/01/2020 (received on 02/01/2020) and has represented in CGRF, dispute regarding debiting of Rs. 1,000.00 towards burnt meter charges of meter no. A447970 pertaining to a/c no. 474-321-003 in the billing month of October 2019 having electric supply at 9, 1st floor, Plot 257/A, Sidat Mansion, Vitthalbhai Patel Road, Khotachi Wadi, Mumbai - 400 004.
- 2.0 'Off supply' complaint for the above referred premises was registered by the Appellant on miBEST App and complaint was sent to Fuse Control on 21/10/2018. The representative of Customer Care 'D' ward visited Appellant's premises on the same day and meter no. A447970 was found burnt. The burnt meter was then replaced by new meter having no. E180206 and electric supply was restored immediately.
- 3.0 As per system generated letter of BEST Undertaking, dtd. 27/11/2018 was forwarded to the Appellant by ordinary post intimating that the meter cost is Rs. 1,000.00 as per Schedule of Charges approved by MERC will be adjusted in ensuing electric bill. Due to the system technical reasons, the burnt meter charges of Rs. 1,000.00 could not be debited in the ensuing bill. However, the same was debited in the month of October 2019.
- 4.0 The consumer vide Annexure 'C', complained in IGRC of Customer Care 'D' ward and disputed regarding debiting of Rs. 1,000.00 towards burnt meter charges of meter no. A447970, pertaining to a/c no. 474-321-003 in the billing month of October 2019. The consumer has also disputed that 'Electricity meter is property of BEST Undertaking, in that case why the damaged old faulty meter charges were levied to Consumer'.
- 5.0 The consumer was informed vide letter no. CC(D)/Adm-63/2030/2019, dtd. 24/12/2019 regarding the decision of IGRC, in which it was mainly stated that the burnt meter charges of Rs. 1000/- was debited to consumer's a/c no. 474-321-003 as per the Clause No. 14.2.3 of MERC Regulations, 2005.

REASONS

- 1.0 We have heard the argument of representative Shri Pradip Nagvekar who is the husband of the complainant and for the Respondent BEST Undertaking Shri Shri M.P. Rananaware, Supdt. CC(D), Shri V.J. Gadhavi, AAO CC(D). Perused the documents filed by either parties to the proceeding and written submission filed by the Respondent BEST Undertaking along with documents.

- 2.0 The representative of the complainant submitted that on 21/10/2018, BEST had replaced the meter having no. A447970 by new meter having no. E180206 and after one year of passing, BEST had debited Rs. 1,000.00 in the electricity bill dtd. 25/10/2019 of the complainant towards damaged meter repair charges. In this context, the representative of the complainant contested that electricity meter is in the property of BEST Undertaking, in that case, why the damaged old faulty meter repair charges levied to the consumer ?
- 3.0 Not agreed with the action of Respondent BEST Undertaking on this part, the complainant and her representative have raised some doubtful questionnaires, such as, When the meter was installed ?, What is the life span period of the meter ?, Purchase price of the meter ?, Why faulty meter charges recovered ? etc. and the reply received from the Respondent BEST Undertaking against these questions is not satisfactory.
- 4.0 The representative of the complainant further submitted that to his eyes meter was not burnt and the Respondent BEST Undertaking had made the process diluted because there was no information for replacing the meter by new meter, no appointment was taken with the complainant for inspection of the old faulty meter at Wadala Lab and therefore according to the complainant, the consumer was not taken into confidence.
- 5.0 The representative of the complainant further made his submission on 30/01/2020 i.e. prior to the date of hearing, consisting of documents of similar cases dealt by the Respondent BEST Undertaking in his other cases. The Forum has observed that these submissions are not relevant for dealing with the present case and therefore the Forum has not considered the merit of these submissions.
- 6.0 The Respondent BEST Undertaking has submitted that the complainant consumer has registered an OFF supply complaint at BEST's online app 'miBEST' and received at BEST's Fuse Control on 21/10/2018. BEST's crew members visited the site and OFF supply message was attended and observed that meter having no. A447970 was burnt. Crew members replaced the burnt meter by new meter and thus the complainant consumer's electric supply was restored immediately. The Respondent BEST Undertaking further submitted that after the action of the crew members after restoring electric supply to the complainant, system generated letter dtd. 27/11/2018 was forwarded to the complainant by ordinary post intimating the debit of Rs. 1,000.00 towards burnt meter charges in the ensuing bill. The Respondent BEST Undertaking further submitted that due to technical reason which was beyond his control, the amount of Rs. 1,000.00 was debited to the consumer's electricity bill by delaying almost one year i.e. in electricity bill dtd. 25/10/2019.
- 7.0 The representative of the complainant emphasized on the MERC Regulation specifically Regulation 14.2.3 and taken a stand that according to his eyes the meter is not burnt and therefore the Respondent BEST Undertaking has not taken him into confidence. He further submitted that no lab test is conducted and BEST has diluted the in-house process.

- 8.0 Having regard to above said submissions, the Forum observed that, in order to ascertain the fact, we have called relevant papers from Customer Care 'D' ward to get the details of the procedure adopted while replacing the meter. As per Regulation 6.17 (a) of MERC (CGRF & EO), Regulations 2006, the Forum shall be entitled to call for any record or require attendance of any person to facilitate and expedite the disposal of the grievance. The Forum shall also be entitled to direct Distribution Licensee to undertake an inspection.
- 9.0 After perusal of the papers submitted, it appears that at the time of replacement of burnt meter by new meter, the complainant consumer's representative M.V. Pandit has signed the undertaking letter which is addressed to Divisional Engineer, Customer Care 'D' ward. In this undertaking letter there is a mention that BEST's staff, P.C. Saraph 407622 has gone to the place on 21/10/2018 and shown the defect of the meter i.e. specifically mentioned as 'Above meter short'. This undertaking letter which is signed by the complainant's representative, M.V. Pandit, clearly mentions various other details that is of old meter no. as mentioned A447970, its make JP, its size 5, reading 4182, the new meter E180206, its make Genus, size 10/60 and reading 000409, meter seal no., load list and signature of the authorized officer. In this context, it appears that the submission of complainant's representative that he is not taken into confidence has no any substance.
- 10.0 The Forum has further observed that the Respondent BEST Undertaking has maintained a specific format for crediting of meters and accordingly the Forum has rightly noted in the format that the old meter, in this case burnt meter bearing no. A447970 has been credited with the remark of 'Internal burnt'. In this situation, the Respondent BEST Undertaking has submitted that all these meters are credited to Meter Testing Department for further suitable action. In this submission the Forum sought the clarification from the Respondent BEST Undertaking as why this meter was not tested in presence of the consumer ? The Respondent BEST Undertaking replied that the meter under question is burnt which cannot be tested unless consumer has requested to test the meter in presence of the consumer. The Respondent BEST Undertaking further submitted that since the consumer's representative did not ask for any such request at the time of replacement of meter or thereafter, the burnt meter has been credited to Meters Dept. as per the policy adopted by the Undertaking.
- 11.0 After having all these submissions and hearing the arguments of both the parties, the rival contention in the case is whether the action of the Respondent BEST Undertaking to debit the amount of Rs. 1,000.00 in the electricity bill of the complainant is right in accordance with the so called Regulations. In this context we think it just and proper to reproduce the Regulation 17 of MERC (Electric Supply Code and Other Conditions of Supply) Regulation, 2005 and Regulation 6.5 of MERC (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014.

17. *Failure of Supply*

17.1 *The Distribution Licensee shall take all reasonable measures to ensure continuity, quality and reliability of supply of power to the consumer, except where he is prevented from doing so by cyclone, floods, storms or other occurrences beyond his control.*

6.5 *The Distribution Licensee shall restore the power supply caused by a burnt meter within eighteen (18) hours of the receipt of a complaint in Class-I cities, within twenty four (24) hours of the receipt of a complaint in the Urban Areas and within forty eight (48) hours of the receipt of a complaint the Rural Areas respectively, irrespective of the recovery of charges against burnt meter as provided in Regulation 7.4.*

12.0 Hence, the Respondent BEST Undertaking has rightly restored the electric supply in accordance with the above Regulations well within the duration in accordance with Regulation 6.5 above. The Forum again think it just and proper to reproduce the Regulation 14.2.3 of MERC (Electric Supply Code and Other Conditions of Supply) Regulations, 2005 and Regulation 7.4 of MERC (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014 which clearly indicates that the Distribution Licensee is authorized to recover the cost of burnt meter.

14.2.3 Where, upon a complaint by the consumer or inspection by the Authorized Representative, the meter is found to be burnt, it shall be replaced and supply restored to the consumer.

Provided that the Distribution Licensee may recover the price of the new meter from the consumer.

7.4 *The Distribution Licensee shall replace at its own cost the burnt out meters within the timeline specified herein in Regulation 6.5, if the burning of meter is due to the causes attributable to the Distribution Licensee.*

Provided that, if the meter is burnt due to causes attributable to the consumer such as tampering, defect in consumer's installation, meter getting wet, connecting unauthorized additional load etc., the Distribution Licensee shall serve a notice to the consumer for recovery of cost of the meter mentioning the cause behind the damage of meter within seven (7) days of the detection thereof and shall replace the burnt meter within timeline specified herein in Regulation 6.5.

13.0 Having regard to the above Regulations and discussions before the Forum, we observed that the Distribution Licensee is authorized to recover the cost of new meter. Now the question arises before the Forum is whether the cause of burning of meter (internal short) is due the causes attributable to the Licensee or causes attributable to

the consumer in accordance with Regulation 7.4 of MERC (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014 as mentioned above.

- 14.0 In this context, the Forum cautiously gone through the load particulars that is the load list of complainant premises at the time of replacing the burnt meter and the load sanctioned at the time of first installation of meter. The Forum has observed that at the time of first installation of meter the sanctioned load of the complainant was 0.10 kw and load at the time of replacement of burnt meter was much more than 0.10 kw. This is because the load particulars after the inspection at the time of replacement of meter consists of 2 Tube lights, 1 Fan, 1 Mixer, 1 Air-conditioner, 1 Washing Machine, 1 Geyser, 1 Refrigerator, 1 Computer, 1 T.V., 1 Exhaust Fan, 1 Water Pump and all these loads together is definitely more than 0.10 kw. Having regard to this observation, there is reason to believe that the complainant have utilized more load other than the authorized sanctioned load and due to capacity of old meter which was installed only for sanctioned load of 0.10 kw cannot withstand the additional load found in the premises of the complainant at the time of replacement of burnt meter. In this context, we think it just and proper to reproduce Clause 5 of Terms and Conditions of Supply of BEST Undertaking approved by Maharashtra Electricity Regulatory Commission (MERC).

5. Extensions and Alterations

5.1 Should the consumer at any time after the supply of energy has been commenced, desire to increase / decrease the no. of size of lights, fans, heaters, motors etc. on his premises resulting in addition / reduction in sanctioned load an application for the same shall be submitted in the form (Annexure 'A'). The Undertaking shall investigate the requirement of the consumer and advise him the charges to be paid if such addition / reduction in sanctioned load entails any additional works. On receipt of the charges, the Undertaking shall inspect and test the installation and permit the existing installation and / or additional / reduced load, to its system.

- 15.0 The Forum further observed that there is no such application received from the complainant desiring to increase the sanctioned load to the Respondent BEST Undertaking to get it revised sanction load in accordance with above terms and conditions and therefore to facilitate the Respondent BEST Undertaking to permit the existing installation and additional load with the appropriate capacity of meter for the complainant.
- 16.0 Having considered all the documents submitted and deliberations during the hearing, the Forum has come to the following conclusions leading to the decision.
- 16.1 If the complainant could have been timely applied to the Respondent BEST Undertaking about the additional load appliances connected at their premises, Distribution Licensee shall be able to investigate the requirement of the complainant and advise the complainant charges to be paid if such addition in the sanctioned load

entails any additional work including the replacement of the meter with a appropriate rating in accordance with the additional load applied by the complainant. However, the complainant has not applied for that and therefore failed to take appropriate action on their part and therefore burning of meter is due to the causes attributable to the complainant cannot be ruled out. The action of the Respondent BEST Undertaking to debit the amount of Rs. 1,000.00 is the cost of new meter which is in accordance with the schedule of rates as per MERC order (Case no. 90 of 2012), Regulation 7.4 of MERC (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2014 and Regulation 14.2.3 of MERC (Electric Supply Code and Other Conditions of Supply) Regulations, 2005. The complainant is therefore liable to pay the amount.

- 16.2 However, the Forum has observed that the action of the Respondent BEST Undertaking for debiting the amount under the wrong heading 'damaged meter repair charges' is not correct. The officers of concerned Customer Care Ward should take more care and cautious to use the heading while debiting any amount in the consumers' bill. They should adopt appropriate heading while debiting the amount in the consumers' electricity bill so that it shall not create any confusion to the valued consumers and wasting their valuable time. The Respondent BEST Undertaking has liberty to correct the heading in accordance with Regulation 15.2.4 of MERC (Electric Supply Code and Other Conditions of Supply) Regulations, 2005. In result we pass the following order.

ORDER

- 1.0 The grievance no. S-D-402-2020 dtd. 02/01/2020 stands dismissed.
- 2.0 Copies of this order be given to all the concerned parties.

sd/-
(Shri K. Pavithran)
Chairman / Member Licensee

sd/-
(Dr. M.S. Kamath)
Member