

BEFORE THE COMPLAINANT 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. CGRF/ N-G(S)-146-2012 dtd. 09/04/2012

Mr. Yogesh Kumar V. PandeyComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Quorum :
1. Shri R U Ingule, Chairman
2. Shri S P Goswami, Member
3. Smt Varsha V Raut, Member

On behalf of the Complainant : Shri. Yogesh Kumar V. Pandey

On behalf of the Respondent : 1. Shri. N.H.S. Husain, Asst. Ad. Mngr.
2. Shri. S.B. Lande, AECC(G/S)
3. Shri. A.D. Sarang, Supervisor, CC(G/S)

Date of Hearing : 15/05/2012

Date of Order :

Judgment by Shri. R.U. Ingule, Chairman

Mr. Yogesh Kumar V. Pandey, 302/A, Shri Mahavir Darshan Bldg., Off Santa Ji Lane, Lower Parel, Mumbai - 400 013 has come before forum for his grievance regarding dispute against bill pertaining to A/c no. 787-140-047 and refund of excess amount.

Complainant has submitted in brief as under :

- 1.0 The complainant has approached to IGR Cell on 02/02/2012 regarding his grievance for dispute against bill pertaining to A/c no. 787-140-047 and refund of excess amount. The complainant has approached to CGRF in schedule 'A' dtd. 02/04/2012 as no remedy is provided by the Distribution Licensee regarding his grievance. The complainant has requested the Forum that ask BEST to waive the bill of of Rs. 36,342.00, not to debit his existing bill, to refund the excess amount paid by his mother from 2000 to 2009 & change of name from Smt. Amravati Pandey to Pradeep.

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

- 2.0 Initially, meter No.026163 was installed for commercial purpose on 21.7.2000 in the name of Shri Pandey Vijay Narayan under consumer A/c.No.787-140-047 for the premises situated at Ground Floor, Room No.7, Lady Ratan Housing Complex, D.S. Marg, Worli, Mumbai 400 018. The said meter was removed on 14.6.2006 for non-payment of electricity bill. At the time of removal of meter outstanding bill amount was Rs.64,983/-
- 3.0 Recently, at the time of inspection of the said premises for recovery of outstanding amount, it is noticed that electric supply to the said premises is found ON through meter No.N068878 bearing A/c.No.787-140-051 in the name of Amravatidevi V. Pandey. On further scrutiny of our record, it is observed that in February,2006 Amravatidevi V. Pandey had registered requisition No.60702725 dated 26.10.2006 for reconnection of electric supply for commercial purpose to the said premises. Along with the application she had submitted letter dated 19.10.2006 wherein it is mentioned that electric supply for the said premises was previously in the name of her late husband Shri Vijay Narayan Pandey and the said meter was removed due to non-payment of electricity bill. Now she is ready to pay the outstanding amount and further requested for reconnection of electric supply for the said premises. In order to settle outstanding amount of Rs.64,983/- against the old A/c.No.787-140-047 the applicant requested for payment of outstanding in installments. Considering the applicant's request the BEST Undertaking has kind enough to granting relief by considering the payment in installments. Subsequently, consumer had deposited four post dated cheques of amount of Rs.20,140/- dated 15.12.2006, Rs.15,000/- dated 15.1.2007, Rs.15,000/- dated 15.2.2007 and Rs.15,000/- dated 15.3.2007. However, out of these three cheques were dishonoured for the reason 'Insufficient Fund' and 'Account Closed'. The said amount plus Rs.50/- as penalty charges debited in consumer's A/c.No.787-140-047. Eventhough the Undertaking had considered the request, however, applicant has betryed Undertaking and knowingly dishonoured the cheques for the reason 'Insufficient Fund/Account Closed'. Thereafter, the consumer had again deposited three cheques for amount of Rs.20,140/- dated 21.2.2007, Rs.15,000/- dated 20.3.2007 and Rs.30,283/- dated 1.9.2007 against outstanding amount of Rs.64,983/-. Out of these three cheques two cheques

were dishonoured. On receipt of payment of Rs.35,140/- against the said account, new meter No.N060878 was installed in the name of Amravatidevi V. Pandey to the said premises on 5.3.2007 under consumer A/c.No.787-140-051. However, the post dated cheque amounting to Rs.30,283/- dated 1.9.2007 submitted by the consumer was dishonoured for the reason 'Insufficient Fund'. The said amount plus Rs.50/- as penalty charges debited in consumer A/c.No.787-140-047 in the month of October,2007. As on today arrears of this account is Rs.36,342/-. With the approval of our Management her request was granted and electric supply was reconnected in the name of Smt.Amravati V. Pandey on 5.3.2007 under A/c.No.787-140-051.

- 4.0 It is to be mentioned here that at the time of availing new meter, the consumer vide her letter dated 19.10.2006 has submitted an undertaking that she will clear outstanding amount if any of the previous account/meter . She had also submitted undertaking dated 'NIL' in which it is mentioned that if there is any outstanding amount of this meter she will clear the same.

The contention of the applicant that the premises was being used as 'Godown' & consumption amount between year 2000 to 2009 would have been not more than Rs.750/- to 1500/- per month is not justified. In this regard, please note the load particulars submitted by the applicant Smt.Amravati V. Pandey and subsequent test reports submitted by the Licensed Electrical Contractor for the total connected load at the said installation at the time of submission of requisition. The total connected load of the said installation is 11.0KW.

It can be seen from the above load particulars that the said premises was not being used as a 'Godown' but some other activities were being carried out in the concerned premises. Hence, considering the load profile the unit recorded by the meter is in order.

Incidentally, we would like to bring to your kind notice that while availing electric supply for said premises the consumer had not raised any dispute regarding outstanding amount and units billed during that period. Instead, for availing electric supply she had submitted cheques which were dishonoured. Also, the applicant has not submitted any documentary evidence to show that the premises was being used for 'Godown' purpose only and neither informed Undertaking at that time that said premises was not in use for SEVERAL YEARS.

- 5.0 Regarding his contention that the premises was 'absolutely locked' for several years is also not true as looking into the consumption pattern of the last 3 years it is observed that consumer was consuming electric supply at the average of 300 to 500 units per month. His contention that the premises was locked for several years is also not proving his contention.

There is also no documentary evidence to show that the premises was closed for SEVERAL YEARS as falsely claimed by the applicant. The consumer should have informed BEST if it was so.

6.0 Illiteracy & not knowing the facts has no excuse for past grievances. It is to be noted the fact that the applicant had put up similar excuse for his previous matter under complaint No.N-G(S)-124-2011 dated 30.6.2011 before this Hon'ble CGRF and got the relief of Rs.61,227.23 through its order.

7.0 As per Section 10.5 of Maharashtra Electricity Regulatory Commission (Electric Supply Code & Other Conditions of Supply) Regulation 2005 : "Any charge for electricity or any sum other than a charge for electricity due to the Distribution Licensee which remains unpaid by a deceased consumer or the erstwhile owner/occupier of any premises, as a case may be, shall be a charge on the premises transmitted to the legal representative/successors in-law or transferred to the new owner/occupier of the premises, as the case may be, and the same shall be recoverable by the Distribution Licensee as due from such legal representative or successor in-law or new ownership of the premises as the case may be :

Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this Regulation 10.5 shall be restricted to a maximum period of six months of the unpaid charges for electricity supplied to such premises".

In this regard we have to state that, Smt.Amritadevi V. Pandey is the wife of our deceased consumer Shri Vijaykumar Pandey on whose account an amount of Rs.64,983/- was outstanding. Smt. Amritadevi V. Pandey being legal heir is responsible for the payment of above said outstanding amount as per above cited Regulation.

8.0 We have to bring to the kind notice of Hon'ble CGRF that this is not a case of defective meter amendment claim case, non-billing for certain period or wrong billing matter. But this is a cheque dishonouring case which applicant's mother who is the present occupier of the concerned premises has written undertaking to pay the outstanding amount of her husband at the time of availing reconnection of electric supply. She has also deposited post dated cheques against the outstanding against A/c.No.787-140-047 in the name of her husband Shri Pandey Vijay Narayan with BEST Undertaking, which got bounced.

This is to be noted that the applicant is not saying anything about the real facts of the matter i.e. matter of cheque bouncing but he is mis-guiding the Hon'ble CGRF by raising the issue of illiteracy of her mother, showing the concerned place as 'Godown' which according to him was closed for SEVERAL YEARS. All his contentions are without any valid documentary proof and are thus baseless.

We would like to inform the Hon'ble CGRF that this is a case of non-payment of partly outstanding amount due to dishonour of post dated cheques by the consumer. It is true that BEST Undertaking has failed to take timely action at the time of dishonour of cheques, however, when we have noticed the said outstanding amount during our inspection immediately we had approached the occupier of said premises and issued letter dated 31.1.2012 to the consumer. We have informed consumer in detail about the case and the payments made

by the consumer vis-à-vis dishonour cheque amount, however, the consumer is reluctant to pay the said amount and passing the time by taking the shelter of registration of the case under Annexure-C and subsequently at CGRF.

- 9.0 In view of the above, Hon.ble CGRF is requested to reject the grievances of Shri Yogeshkumar Pandey as his grievance is without any sufficient cause as given under Section 6.9(b) in MERC (Consumer Grievances Redressal Forum & Electricity Ombudsman) Regulation,2006. Our request to Hon'ble CGRF to direct the applicant to pay the outstanding amount of Rs.36,342/- towards energy charges of consumer A/c.No.787-140-047.

REASONS :

- 10.0 We have heard Shri Yogesh Kumar Vijay Pandey the complainant and for the respondent BEST Undertaking, Shri N.H.S. Husain, Asst. Ad. Mngr., Shri. S.B. Lande, AECC(G/S), Shri. A.D. Sarang, Supervisor, CC(G/S). Perused documents placed before this forum.
- 11.0 We find the instant matter in our hand being open and shut case. At the outset, this forum observe that the complainant has absolutely no case to make any agitation for any redressal and relief, despite availing the advantage of respondent being lethargic in releasing legitimate amount towards contention of electricity charges.
- 12.0 Admittedly, complainant has been a legal heir of Smt. Amravati Devi Vijay Pandey. Further, admittedly the complaint has been challenging the electricity bill dtd. 13/01/2012 for the month of January 2012. Therein we find that the complainant has been directed to pay the total arrears of Rs. 36,342.00 against the electricity supplied to him, which include DP and interest charges thereon.
- 13.0 In this context we observe that the respondent BEST Undertaking has placed before us the cheques issued by the complainant under a rubber stamp of a Proprietor for M/s Pooja Creatives. We find these cheques submitted on behalf of the complainant to the respondent BEST Undertaking, placed on file before us from pg. 95 to 113 blatantly manifest the same being issued by the complainant in order to settle the outstanding amount of electricity charges in arrears as claimed by the Respondent BEST Undertaking. This forum is surprised to observe that, all these cheques have been dishonoured by the concern bank.
- 14.0 This forum thus finds that on the one hand accepting the liability of the electricity charges levied by the respondent BEST Undertaking, the complainant has been issuing cheques and on the other hand the complainant has also been disputing the levying of the said electricity charges on him, being on higher side.

- 15.0 This forum does not find any merit, in any contention raised by the complainant for a simple reason that the respondent BEST Undertaking has placed on file the details as to how the connected load of the premises of the complainant in question has been 11.00 kw and accordingly properly charged as per consumption of electricity, but the same has been done half heartedly as far as releasing the legitimate revenue of the Undertaking concern.
- 16.0 We further find merit in the contention raised by the respondent BEST Undertaking that the unit consumption recorded by the meter and that shown in the ledger placed before us, manifest that there has been substantial electricity consumption on the part of complainant. As such this forum ascribe no merit to the contention raised by the complainant that the said premises being used as a godown, the consumption per month should not exceed Rs. 750.00 to Rs. 1,500.00 per month.
- 17.0 To reiterate, this forum observe that the present case has not been a defective meter case. Accepting the liability of the electricity charges claimed by the BEST the cheques were issued and the same have been dishonoured. The complainant's mother, the present occupier of the concern premises has also submitted an undertaking to the BEST to clear the outstanding amount of electricity stands in the name of her husband, at the time of availing reconnection of electricity supplied. We thus find the filing of the instant complaint being ill-founded & baseless on.
- 18.0 With aforesaid observation and discussion the complaint is liable to be dismissed and accordingly we do so.
- 19.0 We may observe and find that the respondent BEST Undertaking being lethargic in recovering of electricity charges. Therefore proceed to waive the DP and interest charges levied to the complainant and hence, proceed to pass the following order:

ORDER

1. Complaint no. CGRF/ N-G(S)-146-2012 dtd. 09/04/2012 partly allowed.
2. Copies be given to both the parties.

(Smt Varsha V Raut)
Member

(Shri S P Goswami)
Member

(Shri R U Ingule)
Chairman