



CONSUMER GRIEVANCE REDRESSAL FORUM
M.S.E.D.C.L., PUNE ZONE, PUNE

Case No. 06/2019

Date of Grievance: 01.03.2019

Date of hearing : 02.04.2019

Date of Order : 09.05.2019

In the matter of faulty meter and its billing.

Mrs. Pranali Vichare,
Eternal, Flat No. A, S. No.86,
Nr. Anjor Society,
Pune - 411045

---- APPELLANT

(Herein after referred to as Consumer)

(Consumer No. 160224611827)

Versus

The Executive Engineer,
M.S.E.D.C.L.
Shivajinagar Division,
Pune.

---- RESPONDENTS

(Herein after referred to as Licensee)

- A] - On behalf of CGRF, Pune Zone, Pune.
- 1) Shri. A.P. Bhavathankar, Chairman, CGRF, PZ, Pune
 - 2) Mrs. B.S. Savant, Member Secretary, CGRF, PZ, Pune
 - 3) Mr. Anil Joshi, Member, CGRF, PZ, Pune.
- B] - On behalf of Appellant
- 1) Mr. P.R.Vichare, Representative
- C] - On behalf of Respondent
- 1) Mr. V.B. Pawar, AEE, Aundh Sub/Dn.
 - 2) Mrs. H.C. Thakur, A.A.

Connecting load – 12 KW LT Residential, date of connection 03.11.2016

06/2019

The above named consumer has been using the said supply for residential purposes. During the year Nov. 2016, 2017 & 2018 the consumer was continuously receiving electricity bills for allegedly abnormal reading towards consumption of electricity together with wild variations in recording of the units consumed during the billing periods under consideration. The claim of the consumer about abnormal meter reading, as also wild fluctuations in the reading, is also evident from copy of the CPL placed on record. The aggrieved consumer had been following up his grievance with the authorities concerned of the Respondent Utility in person followed by written applications, but in vain. Resultantly, on 28.12.2018 the consumer preferred his grievance to IGRC, reporting that the consumer had been receiving electricity bills representing consumption of abnormal monthly electricity units ranging from 614 units during the period of April 2017 to July, 2017 and 6014 units in the month of August, 2017. The consumer submitted that all these facts were being brought to the notice of the Baner Section Office of the Utility time and again, but in vain. Consequently, on 26.09.2018 the aggrieved Consumer received the bill for Rs.2,64,190/- . Shaken by the bill amount, when the Consumer approached the Licensee's concerned office with a complaint against the exorbitant bill amount together with faulty nature of the meter, the consumer was advised by the Baner Section Office of the Licensee to pay Rs.15,000/-, as against the bill for Rs.2,64,910/- together with replacement of the faulty meter. The Consumer submitted that there are only three (3) members in their family staying in the flat at Veerbhadra Nagar, Baner and the old meter No. 06376679 was replaced with New meter No.015392020 on 26.09.2018. These facts are also evident from the Verification Report dt. 13.12.2018 placed on record which also states under "Remarks" that the old faulty meter of the consumer was replaced with the new one on 26.09.2018. Further, the 'Meter Lab Testing Report' dt. 02.10.2018 also states that the meter in question recorded abnormal consumption and creeping meter was faulty. The consumer further brought to the notice of the Forum that despite the old meter was replaced on 26.09.2018 but the consumer continued to receive the bills with old meter number on it as against the replaced meter number.

2. The consumer also further brought to the notice of the Forum that she received provision bill for Rs. 8,48,540/- which was a result of faulty meter. On approaching the Licensee's Baner Office, she was issued a fresh Provisional Bill for 67,000/- admittedly for the high consumption of electricity recorded by the faulty meter. The earlier provisional bill for Rs.8,47,050/- was replaced with the new provisional bill for 67,000/- replacement of the old meter with the new one together with Meter Testing Report supporting it. The consumer had observed the reading on the replaced meter from 26.09.2018 to 31.12.2018 which comes to aggregate of 2,128 units for the period under consideration – i.e. 97 units/day. After perusal of another 'Verification Report' dt. 13.12.2018, it was observed that the trend of consumption of the new meter was 30 units/day as against the consumption recorded by the earlier faulty meter which had been 97 units/day. There is another (third) 'Verification Report' dt. 19.03.2019 which clearly mentions that there was no theft and the meter was in okay working conditions record.

The load pattern was observed of the new meter installed to the consumer alongwith series meter and it is concluded that the meter is "OK". In this report, it is noticed that the actual connected load was 28 KW whereas its sanction load is only 12 KW. The consumer also received a bill for Rs.2,64,190/- on 26.09.2018 against which the Licensee asked the consumer to pay Rs.15,000/- only. According to the consumer the old meter was replaced on the same day – i.e. 26.09.2018 but replaced meter was picked up by the employee from the heap of old meters lying in front of the office since new meters were reportedly not available at the material time, with the assurance to the consumer that as and when the new meter would be available it would be replaced again. Provisional bill of Rs.6700/- was issued to the consumer against the bill Rs.8,47,050/- and that time consumer was in arrears due to not resolving the issues. It was brought to the notice by the consumer that since Nov.2016 the flat was occupied by only four members and according to the consumer the old meter was showing average consumption unit of 500 / month as against the the new / replaced meter which was showing the consumption of 900 units per month. The average consumption of 900 units / month calculated by the Baner Section office of the Licensee was not agreed by consumer. In the ultimate result, the Consumer contested and declined to take into account abnormal variations in the reading

and approached the IGRC with the prayer for refund of the excess bill amount collected from her be adjusted in the ensuing bills to be issued to her so as to remedy her grievance and reconcile the position obtaining in this regard for considerable long period by then.

3. Following the complaint, IGRC registered the case T-30 of 2018 on 18.1.2019. An opportunity of personal hearing was given to the consumer and the her representative as also the representatives of Utility on 23.01.2019. After considering the grievance, together with documents placed on record, the IGRC observed that –

“- The bills issued to the consumer for the period of nine (9) months –

i,e, from November, 2016 were normal,

- In August, 2017, the meter sputred to very high 6014 units.*
- Meter was faulty since July, 2018 to September, 2018.*
- Faulty meter is replaced on 26.09.2018.*
- As per new meter, monthly consumption trend is 823 units. Considered reading as on 26.09.2018 amd readomg as pm 29.11.2018 and applicant's bill rectified accordingly and provisional bill is issued to consumer by Hand. But it is observed that seasonal consumption is not considered as bill is rectified for period July 18 to Sept. 18 which are monsoon season and monthly consumption trend of 823 units has included month of Oct. 2018 and some days of Nov. 18.”*

After recording the above observation, the IGRC has passed the following order on 23.01.2019 -

“Applicant's old meter was faulty since July, 2018 to Sept. 2018 and faulty meter is replaced dtd. 26.09.2018. New meter monthly consumption trend can be considered, but assessed consumption for faulty period from July, 2018 to Sept. 2018 should be considered by taking into account seasonal consumption also and accordingly bill should be revised and issued to consumer.”

4. Since the order of the IGRC was not in tune with her contention and/or her submission before the IGRC, the consumer got aggrieved by the said order and, therefore, filed the present appeal before the Forum. The Consumer Representative, who happened to be the father of the consumer had also additional grievance against the Licence that despite he being the senior citizen

running the age of seventy three (73) years, and despite having visited the Office of the Licensee frequently – more than on 2/3 occasions, his grievance had not been appropriately understood and realized and therefore was not resolved properly. The Consumer also provided the details of variations in the consumption pattern of electricity from Nov.2016 till the dispute was reported on 26.11.2018 and urged for refund of the excess recovery from her together with interest on it and revision of the bill according to the actual consumption as per record. After filing this Appeal on 01.03.2019 it was registered with the CGRF with distinctive number being the Case No. 06/2019. A notice was issued to the Respondent Utility for filing its reply to the notice on or before 15.03.2019 which was received on 26.03.2019 with the delay of eleven (11) days., with copy of the reply having been endorsed to the Appellant. Accordingly, notice for final disposal of the Appeal was served on the Appellant and the Respondents vide Notice No. 70 of 27.03.2019.

5. In its submission, the Respondent Utility provided the details of consumer No. connecting load, details of old meter and new / replaced meter, Bill revision Reports (B-80) dt. 26th March, 2019, and the Meter Testing Report and the load verification report. According to the Utility old meter of the consumer bearing No. 6376679 was replaced on 26.9.2018 with the new meter No.,15392020 was replaced and the faulty period was worked out from June-2018 to Sept.2018. Old meter trend during the period of six months – i.e. from July - 2018 to June-2018 worked out to 972 units per month and consumption trend for the period from Sept. 2017 to June-2018 being 879 units / month. On the same lines, the seasonal consumption pattern (summer) for the period from April-2017 to August 2017 worked out to 1202 units/month. Further seasonal trend for the period from July, 2018 period Sept.2018 was also verified / assessed which worked out to 1022 units/month. According to utility as per the testing report dated 02.10.2018 the meter was found faulty, and the consumption recorded on new meter was found at 823 units per month in October and November 2018. Difference of reading / consumption during the period from 26.09.2018 to 29.11.2018 too worked out to net consumption / difference of Rs,1,645 units leading to average consumption at 823 units/month. The Respondent Utility submitted that the verification and new meter consumption trend was considered after taking into

consideration the connecting load, which was 28 KW as per actual verification report which includes various electrical appliance in use by the consumer. However, actual consumption of the consumer was found to be in excess to the connecting load of 28 KW i.e. more than twice the sanction load and new meter consumption trend as per his actual connected load verified by Respondent Utility in the verification report dated 19.03.2019. The difference of old & new meter trend comes to 581 units for the period Oct.2018 to Feb.2018 units per month was showing less due to cold season. However the observations of new meter consumption and the consumer consumption trend after installation of new meter falls to 823 units for the faulty period status July 2018 to Sept.2018 which was corrected as per the meter trend and the consumer was informed accordingly. In view of this, the Licensee submitted that there was no need for revision of the bill and the consumer complaint is a result of misunderstanding / wrong interpretation of the status of the meter as 'faulty' since impact arising out of the status of 'faulty meter' had already been rectified and corrected through the mechanism of 'B-80' on 13.12.2018 and the credit of Rs.4,73,153/- passed on to the consumer and bill is revised for July - 2018 to Sept.-2018. The Licensee, therefore, submitted that in view of what has been stated by it, the consumer complaint is liable to be dismissed with costs.

6. I have perused the relevant documents on record and have also heard rival contentions and following points have arisen for my consideration to which I have recorded my findings together with reasons therefor as given below:

- a) Whether the consumer received exorbitant bills for the disputed faulty period from July-2018 to Sept.2018?
- b) Whether the consumer is entitled for refund excess recovery from her, if any?
- c) What the Order?

Reasoning :-

7. The Respondent Utility filed verification report dtd.29.11.2018, meter testing report dated 12.3.2019, 19.3.2019 and dated 02.04.2019. I have given an opportunity to the consumer and his representative, as also the representatives

of the Utility. Admittedly, it is observed from the reply of the Utility together with the corresponding Meter Testing Reports that the meter was faulty because of which the faulty meter was replaced with the new meter on 26.9.2018. I have gone through the copy of CPL and the variations in the high and less recording of the consumption of the electricity units during the period from 2016 to Sept.2018. It appears that the Respondent Utility had previously not assessed the actual consumption pattern of the consumer and had also not recorded correct / actual unit consumption leading to the situation where the aggrieved consumer was not billed properly. The consumer was being issued electricity bills almost on an average consumption basis which issued in the previous months was not in tune with the actual consumption. The Respondent Utility was, therefore, directed by the Forum to once again verify the connecting load of the Consumer vis-a-vis of actual consumption as compared with the connecting load and it was verified. During the course of re-verification, it was observed that though the sanctioned of the consumer was 12 KW, the actual consumption had exceeded the same to the extent of 28 KW on an average. The consumption pattern of the consumer for the relevant period was also assessed by various methods simultaneously i.e. 1) As per connected load, 2) As per MERC Regulations- 2005 at Clause No.15.4.1 i.e. Billing in the event of defective meter. It was noticed that while the Utility had earlier recorded consumption of the consumer up to 500 units / month as against the actual consumption which happened to be up to 900 units/month thereby billing slab applicable to the consumer being 500 units to 1000 units. Examined on this backdrop, it is certain to mention that actual consumption, as also the billing pattern of the consumer happened to be certainly on higher side and the consumer was, accordingly, obliged to / required to pay electricity bills for the relevant periods for the rates applicable to higher slab/s as against for which the consumer had been issued the bills during the period under dispute and which bills had also been contested by the consumer for the reasons being excessive.

8. It is necessary to mention here that our Technical Member on the Forum had also examined, calculated and verified the actual consumption of the consumer as per connecting load becomes 1216 units per month whereas the actual load used by the consumer happened to be 28 KW as against the sanctioned load of 12.00KW and placed its report on record. Also the Technical

Member observed that the average consumption of the consumer becomes to 1232 units per month for the healthy period as per MERC Regulations – 2005 at Clause No. 15.4.1 in the” BILLING IN THE EVENT OF DEFECTIVE METER”. From these two methods it is seen that the consumption pattern of the consumer becomes as 1216 to 1232 units per month is correct and proper. In overall observation, therefore, the disputed period as observed by the IGRC, and also by CGRF is for three (3) months only, i.e. from July, 2018 to Sept.2018 before the faulty meter was replaced with the new meter on 26.09.2018. In view the circumstances before the Forum, the present case of the consumer attracts of the provisions of Regulation No. 15.4.1 of Maharashtra Electricity Regulatory Commission (Electric Supply Code and Other Conditions of Supply) Regulations, 2005, which read as under:

“15 Billing

15.4 Billing in the event of Defective Meters –

15.4.1 *Subject to the provisions of Part XII and Part XIV of the Act, in case of defective meter, the amount of the consumer’s bill shall be adjusted, for a maximum period of three months prior to the month in which the dispute has arisen, in accordance with the result of the test taken, subject to furnishing the test report of the meter along with the assessed bill.*

Provided that in case of broken or damaged meter seal, the meter shall be tested for defectiveness or tampering. In case of defective meter, the assessment shall be carried out as per Clause 15.4.1 above, and in case of tampering as per Section 126 or Section 135 of the Act, depending on the circumstances of each case.

Provided further that, in case the meter has stopped recording, the consumer shall be billed for the period for which the meter has stopped recording, up to a maximum period of three months, based on the average metered consumption for twelve months immediately preceding the three months prior to the month in which the billing is contemplated. “

9. On careful examination of the facts associated with the case, it is to be noticed that the present case of the consumer is not under Section 126 and/or

Section 135 of the Electricity Act, but a plain case of incorrect recording of the consumption due to defective meter. Under the given circumstances, therefore, the liability of the consumer will obviously get restricted to average consumption for the period of three (3) months prior to the period of dispute, but after assessment of the bills of the consumer afresh following meter testing reports on record together with replacement of the defective meter on 26.09.2018. In view of the provisions as contained in Regulation No. 15.4.1 referred to hereinbefore, the Utility is, therefore, required to assess afresh the actual consumption of the consumer in view of the said clause, for the period of twelve (12) months immediately period three (3) months prior to the month for which billing is contemplated / is considered. The Respondent Utility had submitted that it has already worked on the issue through "Bill Revision Report – B80" in the month of Dec. 2018 – i.e. on 13.12.2018 and the admissible benefits have already passed on to the consumer after calculation of consumption of the units afresh and the necessary Credit of Rs.4,73,153/- (Rupees Four Lakh Seventy Three Thousand One Hundred Fifty Three Only) passed on to the consumer on 13.12.2018 and necessary effect for the same would appear in the next bill of the consumer as per the billing cycle. It is, therefore, observed that no monetary benefits are required to be passed on to the consumer in the process. The consumer is, however, justified in making the complaint against faulty meter status since July 2018 to Sept.2018, i.e. for the period of three (3) months leading to bills being issued to the consumer randomly as also exorbitantly, which now stands revised. The Utility is directed to revise the energy bill of the consumer for the period of three months i.e. July'2018 to Sept.'2018 in terms of provision content in Regulation 15.4.1 of the MERC Regulation- 2005 and recover or refund the admissible charges from / to the consumer. In view of the Regulation 15.4.1, as referred to hereinbefore, the admissible benefits should be given to the consumer and actual monetary bill revised accordingly. Under the circumstances, therefore, I have come to the conclusion to allow the present complaint partly. The consumer is also entitled to receive token compensation for the delay in resolving the dispute / grievance for of considerably long time - Nov.2018 to Dec.-2018. The Respondent Utility is, therefore, directed to pay token compensation of Rs.1000/- (Rupees one thousand only) to be adjusted in the in next billing

cycle of the consumer. Hence I am inclined to allow the consumer complaint partly and proceed to pass the following order:

ORDER

1. Consumer Complaint No Case No.06 of 2019 is partly allowed.
2. The Respondent Utility has to assess the monthly consumption pattern as per actual connecting load and on the basis of provisions of Regulation No. 15.4.1, as referred to hereinabove, assess consumption of the units as mentioned above and revise the bill accordingly and recover or refund the admissible charges from / to the consumer.
3. The Respondent Utility has to correct the connected load on the energy bill as per verification report mentioned as 28 KW and make necessary changes as per MSEDCL's Rules and Regulations.
4. However the Respondent Utility shall re-verify the bill revision report and adjust cost of Rs.1000/- in next billing cycle.

I agree / ~~Disagree~~

I agree / ~~Disagree~~

Sd/-
A.P.Joshi
Member
CGRF:PZ: PUNE

Sd/-
B.S.Savant
Member/Secretary
CGRF:PZ:PUNE

Sd/-
A.Bhavthankar
Chairperson
CGRF-:PZ:PUNE

Note :- The consumer if not satisfied may file representation against this order before the Hon.' ble Ombudsman within 60 days from the date of this order at the following address.

Office of the Ombudsman,
Maharashtra Electricity Regulatory Commission,
606/608, Keshav Bldg.Bandra Kurla Complex, Bandra (E),
Mumbai-51.