



BEFORE THE CONSUMER GRIEVANCES REDRESSAL
FORUM (CGRF), GOVERNMENT OF GOA,
ELECTRICITY DEPARTMENT, VIDYUT BHAVAN,
4TH FLOOR, VASCO, GOA.

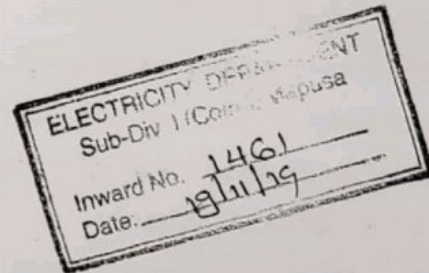
Complaint/Representation No. 15/2018/160

Shri. Nelson Carvalho,
R/o H.No. 190,
Angod Wado, Bardez,
Mapusa - Goa.

..... Complainant

V/S

1. The Chief Electrical Engineer,
Electricity Department,
Government of Goa,
Vidyut Bhavan, Panaji, Goa.



2. The Executive Engineer,
Electricity Department,
Div - VI, Mapusa - Goa.

3. The Assistant Engineer,
Sub Div - I (U), (Commercial),
Electricity Department,
Div - VI, Bardez,
Mapusa - Goa.

..... Respondents

Present:

1. Shri. Cannigia Carvalho
2. Shri. Savio B. Fernandes

..... for the Complainant
..... for the Respondent

Quorum: - Desmond D'Costa, Chairperson

Sandra Vaz e Correia, Member

Dated: - 23/10/2019.

ORDER

The complainant is a resident of Mapusa Goa having a LT Commercial connection. He is aggrieved with the alleged inflated bill dated 06.04.2018 for Rs. 3,99,090/- for a period of 35 days.

Sandra Vaz e Correia

Desmond D'Costa

(2)
271Case of the complainant.

The complainant has filed a lengthy complaint/representation running into 41 pages in addition to another 62 pages of annexures. To make a long story short, it is his case that on/around 09.05.2017, he was unfairly issued a provisional assessment notice under Sec. 126 of the Electricity Act for unauthorized use of electricity. After much procedural wrangling, final assessment notice dated 03.08.2017 for payment of Rs. 750/- was issued, which amount was duly paid by the complainant on 16.08.2017. Thereafter, the complainant received a bill dated 21.09.2017 (for a period of 42 days) for Rs. 325/-, which was paid on 16.08.2017. However, the complainant noticed that the amount of Rs. 750/- paid earlier had been adjusted against this bill and brought this to the notice of the licensee by letter dated 10.10.2017 whereafter a fresh bill was issued was received on 11.10.2017 for Rs. 750/-. The bill would not be accepted for payment by the bank as the last date of payment was erroneously shown as 05.10.2017. Payment against the bill was made on 13.10.2017 only after the licensee corrected the payment last date by hand. Thereafter the complainant continued receiving bills at regular intervals as per meter reading.

On 21.03.2018, the meter reader of the licensee visited the complainant's premises and informed that the Assistant Engineer had directed him to carry out meter inspection and note down the meter reading. A vast difference in consumption in comparison to previous recorded reading was noticed. The meter displayed 86308 units as compared to 20965 units recorded on the previous bill dated 27.02.2018. The complainant brought this to the notice of the licensee in writing on the very next day i.e. 22.03.2018 and alleged that the meter was faulty. On advice of the licensee, the complainant paid Rs. 50/- towards meter testing. Further, on being orally advised by officials of the licensee, the complainant purchased his own meter and submitted

Sandeep Kumar

Post

its test certificate; the new meter was installed on 23.03.2018. The complainant requested the concerned lineman to seal the old meter in his presence and thereafter send it for testing. However, the lineman failed to do so.

The complainant was shocked to receive a bill dated 06.04.2018 for Rs. 3,99,090/- that appeared to be for a period of 35 days. We shall refer to this bill hereinafter as the "impugned bill" for brevity. He called on concerned officials of the licensee and complained about the exorbitant bill as well as inquired about the meter testing. On 10.04.2018, during a visit to the local office of the licensee the complainant was informed by a Junior Engineer that the meter had been tested and was found okay. The complainant refused to accept the test result and claimed that he ought to have been intimated prior to the testing so that he could be present. He filed a written complaint on 11.04.2018 inter alia calling upon the licensee to set aside the bill dated 06.04.2018 and to refrain from taking any coercive measures to recover the amount until the issue had been resolved.

As the licensee failed to act on his grievance, the complainant approached this Forum praying inter alia for setting aside of the impugned bill dated 06.04.2018 for Rs. 3,99,090/- and for compensation of Rs. 50,00,000/- from the licensee for harassment, trauma, mental agony etc.

Case of the Licensee Department.

Per contra, the licensee Department strongly opposed the complaint and filed their written version through Assistant Engineer (Com) SD-I (U) Mapusa. Succinctly, it is their case that the complainant had not deposited the amount as required under the Revised Conditions of Supply of Electrical Energy 2012; as such the complainant could not be entertained. The impugned bill was not for 35 days but included accumulated readings due to faulty meter readings furnished by the complainant himself. The energy meter was located inside the complainant's premises and the complainant was preventing meter

Handwritten signature

Handwritten signature

269
readers from accessing the meter for purpose of noting the readings and threatening them with legal action if they insisted. The complainant used to provide the meter readings by visiting the licensee's office. There was documentary evidence of this practice. When anomalies in the complainant's readings came to light, a meter reader was deputed to the complainant's premises to record the meter reading. The meter reading that was done in the presence of the consumer disclosed a vast difference between the actual readings and those communicated by the consumer. Consequently, the impugned bill dated 06.04.2018 for Rs. 3,99,090/- came to be issued for the actual power consumed.

As regards the meter testing, an intimation regarding meter testing was attempted to be hand-delivered to the complainant on 19.04.2018, however he refused to accept it compelling the licensee to dispatch it by registered AD. The MRT Division test report indicated that the meter was "perfectly healthy". However, another opportunity was given to the consumer and the meter was retested in the presence of his representative who had visited the MRT lab for inquiry, at which time also it was found to be okay. The meter has existing seals that are maintained before and after the testing. The complainant was bound to pay the bills for actual energy consumed.

Interim Order dated 18.05.2018.

After giving the parties a preliminary hearing, this Forum, by an interim order dated 18.05.2018, inter alia had directed re-testing of the meter at the MRT Lab in the presence of the complainant or his representative within 30 days.

Apparently, pursuant to the said order, the re-testing of the meter was done on 12.06.2018 in the presence of the complainant. Records of the said testing have been placed by the licensee in the file. Thereafter the complainant filed written objections to the meter testing dated 12.06.2018 that are placed on record. His primary objections are that the said meter was not sealed after uninstalling from his premises and

Sanjay Kumar

DR Costa

(5) 268
alleged that the old seals had been changed and that the meter had been repaired/set right by the licensee behind his back.

The complainant filed an affidavit in rejoinder to the licensee Departments written version and another 'counter affidavit' to the licensee's application filed on 12.09.2019. The licensee filed a sur rejoinder thereto.

Hearing.

The parties appeared before us for final hearing at which time Shri Cannigia Carvalho represented the complainant while Shri Savio B. Fernandes AE (Com) represented the licensee Department. We heard them at length; essentially, they reiterated the stand taken by them in the pleadings.

Findings.

We perused the material available on record and gave due consideration to the submissions advanced by the parties. At the core of the dispute is the location of the complainant's energy meter inside his premises and the inability of meter readers to access the same. The licensee has claimed that the complainant would not permit the meter reader inside his premises and used to note the readings himself and communicate to the licensee's local office. Although the complainant had denied this and claimed that readings were taken by meter readers, the licensee has produced copies of their ledger wherein it appears that complainant has acknowledged the meter reading provided by him. The impugned bill dated 06.04.2018 for Rs. 3,99,090/-, in all likelihood, appears to be the consequence of the practice.

Under the Revised Conditions for Supply of Electrical Energy 2012, a meter is required to be installed by the Department at the point of supply either at the consumer premises or outside the consumer premises in such a manner that it is always accessible to the Department for meter reading and other purposes

Sandeep Singh

Pr Costa

Pursuant to the complainant's complaint of meter malfunction, the licensee had the meter tested on three occasions and found it to be "perfectly healthy" every time. The complainant refused to accept the test results on the ground that the meter had not been sealed at the time of uninstalation and there was possibility of tampering by the licensee. On the other hand, the licensee has consistently claimed that the seals of the meter were intact.

There is no dispute that power has been consumed uninterruptedly by the complainant. In our considered opinion, in the facts and circumstances, the ends of justice would be met if the average consumption recorded by the complainant's meter in the three billing cycles prior to date of this order be calculated and applied to the period for which the impugned bill was raised. Further, to avoid recurrence of the dispute, the complainant's energy meter would have to be shifted and located at the convenient place to enable free and unrestricted access to the licensee's meter readers.

The complaint/representation was filed on 18.04.2018 and preliminary hearing was fixed on 27.04.2018. The interim order referred above was made on 18.05.2018. The MRT report of the meter test was received on 25.06.2018, and parties were called for final hearing on 09.07.2018 and matter fixed for orders. However, the term of the then Chairperson was curtailed soon thereafter and the proceedings were adjourned sine die on 07.09.2018. On appointment of the new Chairperson, the case was revived and hearing fixed on 12.09.2019. Final arguments were heard on 09.10.2019. The complaint could not be disposed within the stipulated period for the foregoing reasons.

Order.

In the result, we dispose this complaint with the following order:

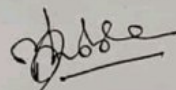
1. The impugned bill dated 06.04.2018 for Rs. 3,99,090/- is hereby set aside.

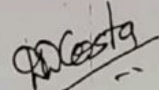
[Signature]

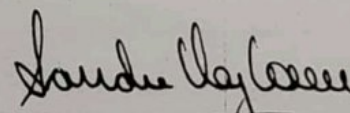
[Signature]

2. The licensee shall prepare a fresh bill for the period of the impugned bill by applying the average consumption recorded by the complainant's meter in the three billing cycles prior to date of this order, but without delayed payment charges. The fresh bill shall be prepared and served on the complainant within 30 days from today, compliance shall be reported to this Forum within 45 days.
3. The complainant shall ensure that the energy meter is accessible at the time of reading and permit the licensee to shift the energy meter from its present location inside his premises to a suitable location within 30 days.
4. Interim orders if any shall stand vacated.
5. No order as to costs.

(CERTIFIED TRUE COPY)


(Manoj Danaji Hoble)
Incharge Registry
C.G.R.F., Vasco


DESMOND D'COSTA
(Chairperson)


SANDRA VAZ E CORREIA
(Member)