



BEFORE THE OMBUDSMAN

(Appointed by the Maharashtra Electricity Regulatory Commission under Section 42(6) of the Electricity Act, 2003)

606, 'KESHAVA', Bandra Kurla Complex, Bandra (East), Mumbai 400 051
Tel. / Telefax: 022-2659 2965

REPRESENTATION NO. 38 OF 2005

In the matter of Recovery of Past Arrears

Kokan Mercantile Co-op. Bank Ltd..... Appellant
Harbour Crest, Tulsiwadi,
Mazgaon, Mumbai – 400 010.

Versus

B.E.S. & T Undertaking..... Respondent
BEST Bhavan, Colaba,
Mumbai.

Present:

1. Shri W.G. Gorde, Ombudsman
2. Shri S.N. Yadwad, Secretary

On behalf of the Appellant:

1. Smt. Shagufta Khalfay, Senior Officer (Law)
2. Shri Ismail Ali Kasu, Junior Officer

On behalf of the Respondent:

1. Shri P.R.B. Nair, Divisional Engineer, Energy Audit, BES&T Undertaking
2. Shri S.S. Ghosh, Superintendent (Energy Audit) BES&T Undertaking
3. Shri M.T. Nair, Legal Advisor, BES&T Undertaking

Date: 20th December, 2005

1. Kokan Mercantile Co-operative Bank Limited is a consumer of B.E.S. & T Undertaking. It's office is located at Harbour Crest, Tulsiwadi, Mazgaon, Mumbai - 400010. The Bank (hereinafter referred to as Appellant) has filed the representation against the order of the Consumer Grievance Redressal Forum of B.E.S. & T Undertaking issued on 9th September, 2005 rejecting its request of waiver of alleged past dues raised by B.E.S.&T Undertaking after lapse of four years.

2. The representation filed by the Appellant is registered at Serial No. 38 of 2005. The appeal seeks to quash the order of the Forum and prays for directing the B.E.S.&T Undertaking (hereinafter referred to as Respondent) to forthwith withdraw their incorrect and illegal demand of electricity dues of March, 2000. It says that the Respondent has intimated illegal demand of so called arrears to the tune of Rs. 1,25,070.85 and Rs. 21,184.67 after four years for the first time in January, 2004. The demand relates to

billing months of June, 1999 to March, 2000 and shown by debiting the amount referred to above in the account of the Appellant. This is shown as “additional charges”.

3. Being aggrieved with the claim raised by the Respondent, the Appellant sought clarification and details of the claim raised by writing letters in the month of June and July, 2004. The Respondent by its letter dated 16th July, 2004 made known to the Appellant that the amount of Rs. 1,25,070.85 represents the debit of Rs. 199251.28 and a credit of Rs. 74180.83 after adjustment. The Respondent has raised the debit of Rs. 21184.64 towards the under charged units during the same period. The old meter number P980613 was replaced by the new meter number P001927 on 14th March, 2000. The Appellant states that the actual meter number now under operation is P001114 and is different from the No. P001927 mentioned by the Respondent.

4. The Appellant further states that despite its efforts, the old bills could not be traced. It claims that demand of the alleged arrears is barred by the Law of Limitation, unreasonable, arbitrary and without any authority of law and contrary to the provisions of Section 56 (2) of the Electricity Act, 2003.

5. The Appellant does not agree with the claim of the Respondent that an inadvertent credit entry of Rs. 125070.85 was given in favour of the Appellant in the month of March, 2000. The Respondent did not produce any bills for the relevant period to demonstrate its claim of wrongful credit if any given to the Appellant. It disputes the action of raising past arrears by the Respondent in the context of the order passed by Maharashtra Electricity Regulatory Commission on 23rd February, 2005 in respect of supplementary / amendment bills.

6. The Appellant is aggrieved by the order of the Forum mainly on the following grounds:

- a) The order is contrary to law and suffers from legal infirmity. The Forum has ignored the mandatory provision of Section 56(2) of the Electricity Act, 2003.
- b) The Forum erred in failing to appreciate that the Respondent has made the demand for the first time after a period of four years and it is contrary to the provisions under Section 56(2) of the Electricity Act, 2003. The Forum has not appreciated the failure of the Respondent to produce any cogent material to prove that they are entitled to recover the alleged amount. Details of alleged inadvertent credits were not produced before the Forum.

7. In the light of the above, the Appellant prayed for the following reliefs:

- a) The order dated 9th September, 2005 of the Forum should be set aside and the B.E.S.&T Undertaking be directed to withdraw demand of the arrears raised vide their bills in the months of March, June and July, 2004.

- b) The Respondent should be restrained from taking any further action pursuant to the recovery of the alleged's arrears pending decision on this representation.
- c) Cost of the appeal and other reliefs as may be required in the circumstances of the case.

8. The Respondent filed its written statement of reply on 16th November, 2005 to the points raised by the Appellant in its representation. It states that this is a case of excess credit wrongly given to the Appellant and recovery towards under charged consumption of electricity. Old electronic meter No. P980613 was replaced by new electronic meter No. P001927 on 14th March, 2000. Final readings of the old meter were 129862 (KWH) and 45776 (RKVAH) while initial readings of the new meter were 29 (KWH) and 10 (RKVAH) respectively. The electronic meters are read through Meter Reading Instrument which is a hand held palm top computer. While replacing the meter, the staff does not carry the Meter Reading Instrument and the meter is read from the display of the meter. The display does not show 6 digit (place value of 1 lakh). As such, the digit in 1 lakh place value was not shown in replacement particulars. The Respondent says that the KWH reading of the meter was approaching 1,00,000 KWH units and when the replacement of the meter was carried out in March, 2000, the old meter (P980613) reading was 129682 although display was 29682 considering the crossover.

9. The Respondent agrees that during the period of 1st August, 1999 to 1st March, 2000 bills were prepared on average basis, as per prevailing procedure. During the period of 1st June, 1999 to 1st April, 2000, the consumer was billed for total 50501 KWH units and 12720 RKVAH units as against the actual consumption of 55848 KWH and 5347 RKVAH units. Differential amount of bill between the actual units consumed and billed works out to Rs. 21184.67. The same was raised in March, 2004.

10. On the basis of ledger position of the consumer's account, the Respondent says that a credit of Rs. 125070.85 was inadvertently given in the bill for the month of March, 2000 by EDP department. This has happened due to not considering the cross over of the meter. Therefore, it has debited the amount of Rs. 21184.67 to correct the arrears of under charged units and Rs. 125070.85 to correct the wrong credit given to the consumer in the month of March, 2000. Necessary details of credit and debit were given to the Appellant orally and by a letter dated 16th July, 2004. The consumer, however, did not pay the arrears and continued to pay only the current bills. It was because of the incorrect credit given in March, 2000 that the consumer was getting credit bills from March to July, 2000 despite its consumption of around 3500 units per month. The Respondent agrees that the meter No. P001927 was further replaced by meter No. P001114 on 21st December, 2000 and there is no discrepancy in the meter number now working with the consumer.

11. . The Appellant had filed the Writ Petition in the High Court challenging the demand of arrears by the Respondent. The said petition was disposed off by the Hon. High Court directing the consumer to deposit Rs. 1,00,000 with the Respondent without prejudice and to approach the Consumer Grievance Redressal Forum for sorting out the

matter. The Forum has accordingly heard and decided the case. The Respondent reiterated that it is a case of inadvertent credit of Rs. 1,25,070,85 and recovery of under charged units of Rs. 21184.66. These amounts are legitimately recoverable. The Respondent states that the claims preferred by it are valid even under provisions of the Indian Electricity Act, 1910 since the provisions of the Act continue to apply for a period of one year from the date of commencement of the new Act. The Respondent says that the provisions of the Section 56(2) of the Electricity Act, 2003 are not applicable in the present case, as it is a case of wrong credit given to the consumer. The consumer got the credit bills by mistake despite the consumption of energy to the tune of 3500 units per month. The Appellant kept silent and never approached the Respondent for clarification when it was getting nil and credit bills during the period of March to July, 2000. The Respondent prays that the consumer's request for waiver of recovery towards the excess credit and under charged energy units is improper and may not be considered. It prays for the dismissal of the appeal since the order of the Consumer Grievance Redressal Forum is in accordance with the law and the same does not suffer from any error.

12. The matter was heard on 7th December, 2005. Mrs. Shagufta Khalfay on behalf of the Appellant submitted her written argument to explain her case. She argued that the Respondent has presented the claim which is clearly barred by Law of Limitation since the first intimation of the claim was given by the Respondent vide letter dated 14th January, 2004 demanding the alleged dues which pertain to March/April, 2000. She pleaded that the Forum erred in making the order ignoring mandatory provisions of Section 56(2) of the Electricity Act, 2003 that no sum due of from any consumer under this Section is recoverable after a period of two years from the date when such sum becomes first due, unless it is shown continuously as arrears. She quoted the Supreme Court case 536(A) between Manalal Khaitan versus Kedarnath Ketan and others in support of her say and argued that it was mandatory for the Forum to take cognizance to the Section 56(2) and observe that no sum was recoverable from the consumer after two years.

13. Mrs. Shagufta Khalfay further added that the Respondent arrived at the figure of 129682, as meter reading on the day of its replacement on 14th March, 2000 which is hypothetical and not actually read by the Respondent. On query, she pleaded that this reading was not informed to the consumer any time before January, 2004. She agreed that the Appellant was getting credit bills from 1st March, 2000 to 1st June, 2000. But the Appellant was under the impression that this was a credit for excess charged bills in the past or the interest on deposit or for any other reason.

14. She disagreed with the Respondent's submission that provisions of the Indian Electricity Act, 1910 can be applied for a period of one year from 10th June, 2003 when the new Act came into force. She stated that it is not the correct legal decision. She elaborated the provisions under Section 14 of Electricity Act, 2003 to say that the effect of the clause in the said Section is meant for the purpose of the license and is restricted for a period as may be stipulated in the said license, clearance, or approval granted to the Respondent under the repealed law. Therefore, the provisions of Section 14 of the said Act relate for the duration of the period of license granted under the repealed law. She

further added that the said provision would mean that upon implementation of the Electricity Act, 2003, license granted to the Respondent under the repealed Act would not ipsofacto stand revoked and the Respondent will be treated as a licensee without actually obtaining a License under the new Act. It does, in no way, suggest negating the provision of sub-section 2 of Section 56 of the Electricity Act, 2003 which deals with the recovery of past dues if any from the consumer.

15. The Appellant alleged that the Respondent appears to have adjusted the typed sheets of accounts to support its false claim and created serious doubt about the truthfulness of the contents thereof. Upon query, she agreed that it was just the doubt while she does not have any evidence to support the statement. While concluding her arguments, she reiterated that the Respondent is not liable to recover Rs. 1,25,070.85 shown as the so called inadvertent credit and Rs. 21184.67 towards the under charged bills.

16. Shri P.R.B. Nair, Divisional Engineer, Energy Audit on behalf of the Respondent submitted his arguments. He focussed to explain how an inadvertent credit of Rs. 1,25,070.85 happened to be given in the bill of March, 2000 and the recovery of cost of energy supplied to the consumer but not billed during the period of 1st June, 1999 to 1st April, 2000. The recoverable difference works out to Rs. 21184.67. He explained the sequence of events that took place preceding the replacement of the meter in March, 2000 as well as the post replacement events. He referred to the detailed statement submitted on record from the period from 1st April, 1998 to 1st May, 2005. The statement shows monthly consumption of KWH and RKVAH units, amount billed and payments made by the Appellant from time to time. He pointed out the entry of Rs. -125070.85 on 1st March, 2000 and explained that this was the amount of wrong credit given by the Respondent due to cross over of reading of the earlier meter (reading 99999).

17. He added that the electronic meters are normally read through Meter Reading Instrument which is hand held palm computer. It is capable of reading all digits of the Meter including leading zeros. He submitted a copy of the readings of the meter no. P980613 from 1.4.1998 to 1.12.1999 as Annexure "C" showing the meter readings in seven digits. He further pleaded that in the present case, staff of the Respondent while replacing the meter on 14th March, 2000 did not carry the MRI and the display was read and written manually. Therefore, the reading as on 14th March, 2000 was written on the meter replacement report as 029682 instead of 129682. This has resulted in missing the first digit of the consumption units after the reading of 99999. He conceded that the replaced meter (P980613) before 14th March, 2000, was previously read on 1st December, 1999 and further readings for the month of January and February, were not taken. He also agreed that correct readings as on 1st August, 1999 and 1st September, 1999 are also not available. Therefore, the bills on average basis for 4900 units per month were issued from 1st August, 1999 onwards until 1st March, 2000. He conceded that the reading on 1st March, 2000 shown as 101963 is not the actual reading of the meter but is a derived reading after adding 4900 units to the earlier reading of 97063.

18. While explaining the issue of wrong credit of Rs. 1,25,070.85, he stated that the consumer was billed on average basis for 7 months at the rate of 4900 units per month from 2nd July, 1999 to 2nd February, 2000. Thus, the total bill raised was for 34300 units, which works out to Rs. 201799.84 as on 2nd February, 2000. Since no proper readings were available for individual months from 1st July, 1999 to 1st November, 1999, the computer accepted the previous reading of 97063 as on 1st December, 1999 as the present reading as on 2nd February, 2000 and the reading of 85135 as the previous reading on 2nd July, 1999 and billed only for 11928 units as against 34300 units billed and recovered on average of 4900 units per month for 7 months. This has resulted in acknowledging the bill by the computer for 11928 units upto 2nd February, 2000 which amounts to Rs. 76728.99 as against 34300 units billed and recovered, amounting Rs. 201799.84 and thus generating a credit bill of Rs. 1,25,070.85 in the subsequent month. This action resulted in billing and recovering charges upto the meter reading of 97063 as on 1st December, 1999 ignoring the charges of electricity consumed from 1st December, 1999 to 2nd February, 2000. The consumer was, therefore, receiving credit bills despite consumption of electricity until such time this credit was completely eroded. No corrective action was taken by the Respondent until January, 2004.

19. The Respondent conceded that they should have noticed this mistake well in time but offered no explanation beyond regret for this delay. Finally, in January, 2004, letter was sent to the consumer agreeing to this mistake and requesting to pay for the wrong credit and also for the error in billing from 1st June, 1999 to 1st April, 2000. Total consumption during this period as recorded by the meter is 55848 units while units billed are only 50501 units showing the difference of 5347 units as under billed. The Respondent raised a bill of Rs. 21184.67 after adjustment of credit for excess RKVAH units billed for these under charged units, alongwith the recovery of credit amount of Rs.125070.85 given, in the months of March, June and July, 2004. The matter now remains to be decided is the legality of billing, payments and accounting of charges of electricity consumed during the period from 1st June, 1999 to 1st April, 2000.

20. The Respondent agreed that it should have noticed the mistake of giving the credit of Rs. 125070.85 right in the year 2000 when the credit bills were issued to the consumer from the months of March, 2000. This was, despite the regular consumption of energy units by the Bank. The delay of noticing the same is not satisfactorily explained by the Respondent. The issue remains whether an inadvertent credit of Rs. 1,25,070.85 was indeed given as claimed by the Respondent.

21. Records of meter reading submitted by the Respondent shows that as on 1st June, 1999, the meter reading was 75751 followed by the reading 85135 on 1st July, 1999. Reading as on 1st August, 1999 is shown as 85790. This was considered as abnormal drop in consumption by the Respondent and therefore a bill on average 4900 units was raised. However, it must be noticed that reading on 1st July, 1999 over that on 1st June shows abnormally high consumption compared to earlier average. The issue of bills on average basis started from this month and continued till 1st March, 2000, although readings for next four months until 1st December, 1999 are progressive showing consumption recorded during each month. The reading as on 1st December, 1999 was 97063 which

was accepted as a correct reading by the Respondent. In the subsequent months, apparently no progressive readings were recorded showing the same reading of 1st December, 1999 even on 1st January and 1st February, 2000. Difference between the readings recorded on 1st July, 1999 and 1st February, 2000 is 11928 units ignoring the consumption of 2 months in between i.e. December, 1999 and January, 2000. The bill issued on this basis works out to Rs. 76729.99 which appears to be incorrect to the extent it is based on zero consumption from 1st December, 1999 to 1st February, 2000. Acknowledging this fact, had the meter readings on 1st January and 1st February, 2000 been available, net credit given to the consumer would have been less than Rs. 1,25,070.85 to the extent of actual consumption for these 2 months. In any case, factually, credit entry in favour of the consumer, appears inevitable, due to high recovery on average basis.

22. While giving credit of Rs. 1,25,070.85, bills issued on average 4900 units for 7 months upto 1st February were considered during which the consumer was billed for 34300 units amounting to Rs. 201799.84 which was paid by the consumer. This period has to be examined into two parts. First one from 1st July, 1999 (Reading 85135) to 1st December, 1999 (Reading 97063) where the correct readings and consumption of energy units are available. Average monthly consumption during these 5 months is 2386 (11928/5) while the Appellant was billed on average basis of 4900 units. Clearly the Respondent has billed for excess 12572 units (24500-11928) during this period. The Appellant was therefore, rightfully entitled to a credit for this overpayment. The second part of the period between 1st December, 1999 to 1st February, 2000 (Billing months December 1999 and January, 2000) shows that no readings were taken with the result that figure 97063 was repeated as reading for 1st January, 2000 and 1st February, 2000. This was clearly a mistake on part of the Respondent who did not take readings, and instead preferred to continue average bill at the rate of 4900 units per month for both these months. If past trend of consumption is taken as a guide, the Respondent has certainly overbilled the Appellant even during these 2 months, as the average consumption of units never exceeded 4900 units. Again, the Appellant was entitled for some credit even during these 2 months. Thus, the Appellant was entitled to get credit for all 7 months till 1st February, 2000, when bills on high average of 4900 units per months were issued. The credit of Rs. 1,25,070.85 given in March, 2000 is certainly not an inadvertent credit, nor is it on account of crossover of meter reading as claimed by the Respondent. A bill on average 4900 units was again raised on 1st March, 2000.

23. As regards the reading as on 1st March, 2000, (which is shown as 101963) the Respondent conceded during hearing that it is not a correct reading but is a derived one by adding 4900 units to the earlier reading of 97063. No reading thereafter is taken or available with the Respondent, until the meter was replaced on 14th March, 2000. The Respondent claims that meter reading taken manually on 14th March, 2000 as 029862 ought to have been read as 129862 due to crossover of the reading 99999. This would mean that the meter reading has crossed the figure of 100000, sometime after 1st December, 1999 and recorded reading of 129862 on 14th March, 2000. Total consumption between 1st December, 1999 and 14th March, 2000, thus would be 32799 units in a period of 3 months and 14 days. The average would then work out to 9507 units

per month. The Respondent was asked to explain the unusually high consumption against the average of around 4500 units recorded since inception i.e. 1st April, 1998. In fact, average consumption recorded during the past 6 months (1st June, 1999 to 1st December, 1999) works out 3552 units when correct readings were taken by the Respondent. There was absolutely no explanation on this issue from the Respondent. The Appellant doubted this closing reading of the meter on 14th March, 2000, on two counts. First, it was never shown or intimated to the consumer not only in the year 2000, but also subsequently, until January, 2004. Secondly, consumption of 32799 units in three and half months is unbelievably high, when average consumption during any period was around 3500 units per month.

24. The Respondent has not produced any record showing the monthwise progressive readings of the meter. It has not given any information on the final reading of the meter as on 14th March, 2000 and consumption to the Appellant any time before January, 2004. Disproportionate high consumption and lack of any explanation from the Respondent does not support its proposed billing on this account after a period of 4 years. The Respondent has failed to establish that the credit given to the Appellant in March, 2000, was purely inadvertent. This is especially so in the context of over billing the Appellant for a continuous period of 8 months at an average of 4900 units when the actual or past average consumption of energy units was much less than billed. This explains how credit bill for Rs. 1,25,070.85 (201799.84-76729.85) was issued as on 1st March, 2000. Credit was given on 1st March, 2000 well before the cross over of the reading noted by the Respondent on 14th March, 2000.

25. On 1st March, 2000 the Respondent did not record the correct reading but derived the reading of 101963 merely by adding 4900 units to the earlier reading of 97063. In order to examine the argument of the Respondent about the cross over of the meter, it is necessary to look at the readings as on 1st December, 1999 and agree that the normal consumption of energy in a month beyond 1st December, 1999 could have crossed the figure 1,00,000 sometime in the month of December, 1999. This was not noticed since no readings were taken in January, 2000 and February, 2000 until 14th March, 2000. In normal course, had all readings been taken by MRI, all digits of the readings would have been shown to notice that the meter reading crossed the figure of 1,00,000 sometimes in December, 1999 itself. It was for the Respondent to read it correct which it failed to do. The mistake would not have perpetuated beyond December, 1999 irrespective of how the meter is read by MRI or manually. Similarly, the Respondent's action of billing the consumer on average for 8 months despite the correct meter and actual readings available during the period, has no basis. The meter was working and was accessible for recording reading all the time.

26. The Appellant raised the issue of the limitation and argued that the Respondent cannot now claim the arrears which are time barred under the Law of Limitation as well as under Section 56(2) of the Electricity Act, 2003. While evaluating these arguments, it is necessary to have close look at the provisions under Sub Section 2 of Section 56 of the Electricity Act, 2003.

“Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied and the licensee shall not cut off the supply of the electricity”.

Provisions under Sub Section 2 bars recovery of any sum due from any consumer under this Section after a period of two years from the date when such sum becomes first due. Here the word “sum” is explained in the Sub Section 1 to indicate that this relates to charge of electricity or similar charge due from the consumer owed to the licensee.

27. It is evident that the Respondent has intimated and billed this amount in the year 2004 which related to the year 2000. The arrears of Rs. 21184.67 on account of unbilled units are therefore not recoverable in terms of the provisions contained in Sub Section (2) of 56 of the Electricity Act, 2003. As regards the credit of Rs. 1,25,070.85, it cannot be said to be an inadvertent credit as claimed by the Respondent as observed in paragraph 22. At best, it can be concluded, that the Respondent failed to raise the bill for December, 1999 and January, 2000, when the readings were not taken

28. The Respondent argued that provisions of the Indian Electricity Act, 1910 continued to be in force for one year after 10 June, 2003 after the commencement of the Electricity Act, 2003. He quoted Section 14 of the new Act to make his point. Plain reading of Section 14, shows that the provision is related to grant of license. This would mean that the license granted to the Respondent under the old Act could not get ipso facto revoked upon commencement of the new Act but would continue for a period of one year or for such period mentioned in the said license. This does not give blanket permission to the Respondent to apply the provisions of the old Act as per its convenience while ignoring the relevant provisions in the new Act. I do not agree with the Respondent in this behalf. The provisions under Section 56 (1) and (2) are certainly applicable and binding on both the parties which includes the Respondent. Moreover, I do not appreciate the argument of the Respondent in the context of justifying the delay of over 4 years in raising the supplementary bills for whatever reasons. This is contrary to the objective of the Section 56(2), which specifically intends to put a limit on raising old recoveries subject to certain conditions. The licensee cannot be expected to act for a purpose which is not in consonance with the Section 56 (2) of the Act or not germane for achieving the object it professes. The Respondent failed to raise the bill and to show it continuously thereafter as arrears as required under Section 56 of the Act. The Respondent cannot get excuse for not raising the bill for four years and take shelter of Section 14 of the Electricity Act, 2003.

29. The Appellant while arguing on applicability of Section 56(2) referred in the Supreme Court case No. 536(A) AIR 1997 between Shri Manalal Khaitan versus Kedarnath Ketan. She focussed her argument to say that provisions of Section 56 are mandatory in nature and the Forum should not have ignored them while making an order. The Appellant has substantiated its arguments to establish the no arrears are recoverable as contemplated by the Respondent. There is no dispute that the provisions referred to

above are mandatory in respect of dues or charges mentioned in the Section and are attracted in the present case. The Forum has failed to appreciate the sequence of events leading to giving the credit to the Appellant due to overbilling on high average assumed consumption. It has also erred in not invoking the provisions of Section 56 of the Electricity Act, 2003, rendering the arrears if any, non recoverable, ignoring the arguments made by the Appellant.

30. In view of the above, I do not agree with the decision of the Consumer Grievance Redressal Forum, so far as it relates to arrears of Rs. 21184.67 and the credit of Rs. 125070.85 raised by the Respondent after a period of 3 years and 11 months.

ORDER

1. The credit of Rs. 1,25,070.85 given in the month of March, 2000 is neither inadvertent nor wholly wrong, but is a result of overbilling by the Respondent as observed in the preceding paragraphs. The Respondent has failed to take meter readings on 1st January and 1st February, 2000 and to show actual consumption at the appropriate time. This would have reduced the credit given to the extent of the consumption for two months. Subject to this, the credit is purely on account of overbilling and excess recovery at the rate of 4900 units per month. The Respondent's claim of inadvertent credit due to crossover of meter reading is misplaced and without any basis. Therefore, bills raised by the Respondent in the months of March, June and July, 2004 for recovery of past arrears of Rs. 21184.67 and Rs. 125070.85 pertaining to the period of 1st June, 1999 to 1st April, 2000 are not recoverable under Section 56(2) of the Electricity Act, 2003 as elaborated in the preceding paragraphs. The Respondent is, therefore, directed to rectify the bills accordingly.
2. Appellant has been able to establish that the arrears claimed by the Respondent as above, are not recoverable. The prayer of the Appellant in this behalf is allowed. The Forum's order dated 9th September, 2005 is liable to be and is hereby set aside for the reasons elaborated in the preceding paragraphs.
3. The order shall be complied within one month from the date of issue of this order and compliance reported.

Sd/
(W.G.Gorde)
Ombudsman

Sd/
(S.N.Yadwad)
Secretary