

**CONSUMER GRIEVANCE REDRESSAL FORUM – URBAN LEVEL  
NOIDA POWER COMPANY LIMITED**

**GREATER NOIDA**

**IN THE MATTER OF:**

**Complaint No. 74-C/2022  
New Complaint No.06C/2023**

**Sumati Jain**

**...Complainant**

**Versus**

**Noida Power Company Ltd.**

**...Opposite Party**

**Quorum:**

1. Shri Jitendra Kumar Dhamat (Chairman)
2. Smt. Veenita Marathia (Independent Member)
3. Shri Mulendra Kumar Sharma (First Nominated Member)
4. Shri Satya Prakash Sharma (Second Nominated Member)
5. Shri Prem Kumar (Prosumer)

**Appearance:**

1. Shri Vijay Kumar Jain, Authorised Representative of the Complainant
2. Shri Kapil Dev Sharma, Senior Manager (Legal) on behalf of Noida Power Company Limited

**Order:**

**Date of Hearing: 13.10.2023**

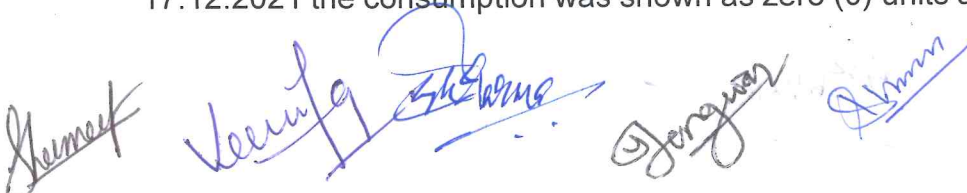
**Date of Order: 24.11.2023**

**Order Pronounced By: - Shri Jitender Kumar Dhamat (Chairman)**

1. The instant Complaint has been preferred by Mrs. Sumati Jain through her father Mr. Vijay Kumar Jain (hereinafter referred to as “**the Complainant**”) under Regulation 6.2 of UPERC (Consumer Grievance Redressal Forum and Electricity Ombudsman) Regulations, 2007 which has been transferred to this forum (CGRF

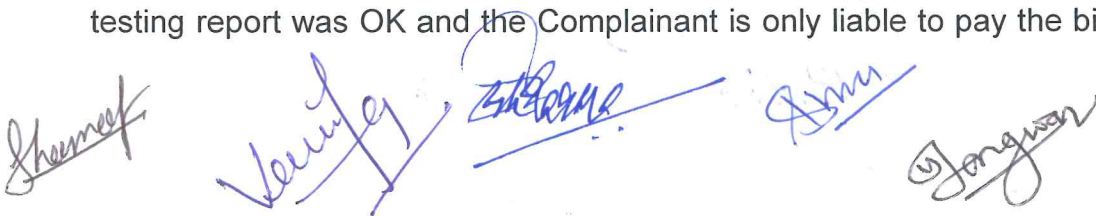
– Urban Level) under the new UPERC (Consumer Grievance Redressal Forum) Regulations, 2022 (**Regulations 2022**).

2. The Complainant is having an electricity supply connection bearing Consumer No. 2000120418 under LMV-1 rate category (Domestic Supply) for 2 kW.
3. The brief facts of the case as per the complaint are that there was discrepancy in the bill for the month of February, 2021 which was duly paid by her. However, in the month of October, 2021 she realised that bills are not according to meter reading and made verbal complaint with Opposite Party's Customer Care Office, Tugalpur, Greater Noida, followed by complaints/reminders dated 22.11.2021, 30.11.2021 and 21.12.2021. The Complainant, further, submitted that vide email dated 22.12.2021, the Opposite Party informed that the meter reading was 17145 kWh, to which the Complainant replied that her present reading was about 6635kWh and that she had previously twice complained about the faulty meter reading in the bills.
4. The Complainant, further, stated that the electricity bill for the month of December, 2021 showed correct meter reading of 6603 kWh against the previous reading of 17145 kWh, showing difference of 10542 units, in the Complainant's favour. However, the charge of 10542 units was not carried forward in the bill instead she had to pay the entire bill. In February, 2022 a sum of Rs. 50133.55 as previous adjustments have been added in the bill. Therefore, the Complainant has prayed for waiver of Rs. 50133.55/-, credit of cost of 10542 units and Rs. One Lakh as compensation for mental torture. For interim relief, the Complainant also prayed that the electricity supply connection for the said premises should not be disconnected, however, she will continue paying for the actual amount of electricity consumed till address/resolution of her complaint.
5. The Opposite Party had filed its reply to the said Complaint on 19.05.2022, wherein the consumption pattern of the Complainant for the period of 21.12.2020 to 19.04.2022 was brought on record. The Opposite Party had submitted that meter reading was regularly increasing till 18.04.2021 but from 19.04.2021 till 17.12.2021 the consumption was shown as zero (0) units as the meter displayed

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a constant reading for nearly nine months and only minimum charges were being charged in the bills issued to the Complainant for the said period. Further, the Complainant raised a Complaint on 30.11.2021, which was assigned a Complaint No. 966457 and was forwarded to the concerned department for inspection of the premises. An inspection was conducted in the presence of the consumer representative and the meter was found OK, the meter reading showed 6523 kWh and the CMRI data of the meter was also fetched on 30.11.2021.

6. The Opposite Party submitted that on a detailed analysis of the CMRI data as was fetched from the meter, it was found that due to an unspecified event, the meter was reset and the reading started from zero (0) on 19.04.2021, further the CMRI data of the meter was placed on record.
7. The Opposite Party submitted that vide Letter dated 01.02.2022, Complainant was informed that the consumption for the period of 19.04.2021 to 17.12.2021 was not being recorded as unspecified event occurred due to which the meter had initialised from 0.00 kWh abruptly after the meter reading of 17145 kWh. The CMRI data supporting the said Letter dated 01.02.2022 was also provided to the Complainant.
8. Further, the bill for the month of February, 2022 showed a debit of Rs. 50,133/- for the aforementioned period of 19.04.2021 to 17.12.2021 wherein the bills were raised on minimum charges. The Opposite Party has also remarked that the Complainant had not raised any complaints when the bills were being raised on minimum charges and the consumption showed zero (0) units.
9. On Reply of the Opposite Party, the Complainant filed a brief Rejoinder dated 02.06.2022.
10. The Complainant argued that the meter was OK and was showing consumption regularly. The Complainant has also claimed that Opposite Party issued monthly bills on whims and fancies of the meter reader, which amounts to deficiency in services and harassment of the consumer. The Complainant argued that meter testing report was OK and the Complainant is only liable to pay the bill amount





as per the Meter Reading shown in the bill and not the amount raised for the period of 19.04.2021 to 17.12.2021.

11. Contrary to the arguments made by the Complainant, the Opposite Party argued that the disputed bill had been raised as per the consumption recorded in the meter and the same is supported and corroborated with CMRI data. Further, the Opposite Party vehemently argued by referring to a Judgment passed by the Hon'ble State Consumer Dispute Redressal Commission, Haryana (titled as S.D.O. DHBVNL, Strod Sub Division, Vidyut Nagar, Hisar Vs. Ruli Ram) that the Opposite Party cannot be made to suffer due to non-taking of the actual reading by the meter reader.
12. In addition to all the documents on record, oral arguments of both the parties were heard at length.
13. From the arguments advanced and perusal of the documents placed on record, the Forum was able to establish the chain of events in the instant Complaint which throws light on the actual facts involved.
14. Firstly, as stipulated in the complaint and reply, it is clearly established that there was no issue with the electricity bill/meter reading till 18.04.2021. The Complainant has also stated that the Complainant realised for the first time in October, 2021 that the bills are not in accordance with the meter reading and raised several complaints/reminders on 22.11.2021, 30.11.2021 and 21.12.2021.
15. The Opposite Party in pursuance to the Complainant's grievance dated 30.11.2021, conducted a Site Inspection on the said premises, wherein the meter was found OK, meter reading was found to be 6523, and CMRI data of the meter was extracted, all in presence of the Consumer's Representative.
16. The Opposite Party on critical analysis of the CMRI data as collected from the meter at the Complainant's Premises found that due to an unspecified technical error reading was initialised at zero (0) in the month of April, precisely on 19.04.2021. The meter started recording readings afresh beginning from zero (0).

*Shameer*

*Veeru Singh*

*Jayaram*

17. The CMRI data of the meter from 19.04.2021 showed the meter reading from (0) and thus, the meter reading increased as per consumption. For example, on 20.05.2021 it was 466.68, on 21.06.2021 it was 1897.68 and so on. However, the meter reader showed a constant reading of 17145 till 17.12.2021, which further became 6603 concurring with the CMRI data on 17.12.2021. This becomes apparent from the table below depicting the meter reading and CMRI data alongside:

| Date       | Meter Reading<br>(as per to meter) | Date       | Meter Reading<br>(as per CMRI data) |
|------------|------------------------------------|------------|-------------------------------------|
| 19.04.2021 | 17145                              | 19.04.2021 | 0                                   |
| 20.05.2021 | 17145                              | 01.05.2021 | 466.68                              |
| 21.06.2021 | 17145                              | 01.06.2021 | 1897.68                             |
| 19.07.2021 | 17145                              | 01.07.2021 | 3257.64                             |
| 19.08.2021 | 17145                              | 01.08.2021 | 4550.42                             |
| 23.09.2021 | 17145                              | 01.09.2021 | 5414.40                             |
| 19.10.2021 | 17145                              | 01.10.2021 | 5964.40                             |
| 17.11.2021 | 17145                              | 01.11.2021 | 6369.14                             |
| 17.12.2021 | 6603                               | 17.12.2021 | 6603                                |

The concurrence of the reading in CMRI data i.e. 6603 and the Complaint as filed by the Complainant also corroborates the chain of consumption established vide the CMRI data. The bills for the period of 19.04.2021 to 17.12.2021 were raised only on the minimum charges and the consumption reflected zero (0).

18. Further, the Opposite Party also sent a Letter dated 01.02.2022 to explain the events as above and raised the bill as recalculated for the period of 19.04.2021 to 17.12.2021 to be Rs. 50,152.72/- which was, further, reflected in the bill for the month of February, 2022.

In light of the above, the Forum is of the view that the meter was initialised at zero (0) reading in the month April 2021. The above fact is also supported by the CMRI Data submitted by the Opposite Party wherein month wise reading is clearly reflecting. The Opposite Party has fetched the data from the above meter through a device called "Common Meter Reading Instrument" (CMRI) which was taken in the presence of the consumer representative. The data fetched from CMRI is without human intervention and is an automated process on which this

forum can rely without any doubt. The Meter was also tested on the same day i.e. 30.11.2021 in the presence of the consumer/representative wherein the meter was found ok. At the time of testing, the meter was showing 6523 kWh reading. Thus, the Complainant is liable to pay the outstanding dues of Rs. 50133.55 which was on the basis of units recorded in the meter.

Based on the above facts and arguments heard from both parties, this Forum is directing the Opposite Party that it shall not levy late payment surcharge on the disputed amount of Rs. 50133.55. The Complainant can pay the said amount in two equal monthly instalments along with monthly bill

In case complainant is not satisfied with this order, she can file an appeal before the Company Level CGRF or Electricity Ombudsman, Lucknow as prescribed in the Regulations, 2022.

**The Complaint is disposed of as above.**

No order as to the cost. Both the parties should be informed accordingly. Proceeding closed.

**Jitender Kumar Dhamat  
(Chairman)**

**Veerita Marathia  
(Independent Member)**

**Satya Prakash Sharma  
(Second Nominated Member)**

**Mulendra Kumar Sharma  
(First Nominated Member)**

**Prem Kumar  
(Prosumer)**

Date: 24.11.2023

Place: Greater Noida