

	Date	Month	Year
1	Date of Receipt	15	02
2	Date of Registration	16	02
3	Decided on	12	04
4	Duration of proceeding	55 days	
5	Delay, if any.	—	

BEFORE THE CONSUMER 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. 22799528

Grievance No.GN-481-2023 dtd.16/02/2023

Shri Sakharam Chavan
complainant

.....The representative of the

V/S

.....Respondent No. 1

B.E.S.&T. Undertaking

Chairman

Coram :

Shri S.A. Quazi, Chairman

Member

1. Smt. Anagha A. Acharekar, Independent Member
2. Shri S.S. Bansode, Technical Member

On behalf of the complainant : 1. Shri Madhav Sakharam Chavan

On behalf of the Respondent : 1. Shri S.S. Gawade

Date of Hearing : 11/04/2023

Date of Order : 12/04/2023



(Signature)
(Milind Karanjkar)
Secretary
CGRF BEST

(Signature)
(Signature)

Judgment

- 1.0 The grievance of the representative of the complainant is that the Respondent / BEST / Distribution Licensee has illegally added an amount of Rs. 21,428.35 as arrears pertaining to old consumer a/c no. 628-559-093 in the bill of his current a/c no. 626-261-099.
- 2.0 The following facts can be said to be not in dispute.
- a) One Shri Sakharam Ganpat Chavan and his family were residing in hut in the city of Mumbai. The said hut was given for redevelopment along with other huts or premises in the area. All such occupants of the hutment including the said Shri Sakharam Chavan and his family were provided temporary alternate accommodation by the builder from the year 1999 being the redevelopment of the old premises of Shri Sakharam Chavan and his family. In the said alternate accommodation in the transit camp situated at Khot Galli, Citylight Cinema, Gopi Tank Road, Mahim, Mumbai - 400 016. The said Shri Sakharam Chavan was allotted transit accommodation in SRA Project, Room no. 26 transit camp at ground floor. To that premises i.e. room no. 26, the electric connection was also given under the consumer a/c no. 628-559-093 under LT-I(B) tariff category through meter no. G971704. The said family of Shri Sakharam Chavan lived in the said transit camp accommodation till the redeveloped premises was allotted to them.
- b) Somewhere in the year 2002 the said Shri Sakharam and his family were allotted flat no. 36, 5th floor, Wing 'B' of the building Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016. In that new premises, i.e. flat no. 36, the electric connection was given to said Shri Sakharam Chavan under consumer a/c no. 626-261-099 through meter no. 1307343.
- c) The aforesaid consumer Shri Sakharam Chavan has died on 17/09/2019. However, the electric connection is still in his name in respect of the new premises i.e. flat no. 36, 5th floor, Wing 'B' in the said Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016. The person by name Shri Madhav Sakharam Chavan is son of the said consumer Shri Sakharam G. Chavan has filed the present complaint before this forum as he and his mother and other family members are in occupation of the said premises where the aforesaid consumer a/c no. 626-261-099 is situated.
- d) It is also not disputed that the Respondent / BEST Undertaking has added the aforesaid amount of Rs. 21,428.35 in the bill pertaining to the consumer a/c no. 626-261-099 in



(Milind Karanjkar)
Secretary
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respect of the electric connection given to flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016 and the said amount is said to be arrears pertaining to the electric connection under the old consumer a/c no. 628-559-093 of deceased Shri Sakharam Chavan in respect of the old premises situated at the room no. 26, ground floor, Transit Camp, Khot Galli, Citylight Cinema, Gopi Tank Road, Mahim, Mumbai - 400 016.

3.0 The case of the representative of the complainant by name Shri Madhav Sakharam Chavan who his son of the registered deceased consumer Sakharam G. Chavan may be stated as under:

- a) According to the representative of the complainant Shri Madhav S. Chavan, he was residing in the said premises in which the electric connection under consumer a/c no. 628-559-093 has been given. Therefore, he is entitled to file present complaint in respect of the alleged arrears being demanded by the Respondent by adding the aforesaid amount of alleged arrears of Rs. 21,438.35 in the bill pertaining to the said a/c no. 626-261-099.
- b) According to the representative of the complainant it is alleged by the Respondent that the said arrears of Rs. 21,428.35 is pertaining to the consumer a/c no. 628-559-093. He submits that there were no arrears pertaining to the old consumer a/c no. 628-559-093 as his family had shifted from Transit Camp to the new building in room no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016 from June 2002 and till then they had already paid the electric bills pertaining to the said Transit Camp premises.
- c) It is also submitted by the representative of the complainant that the alleged arrears are pertaining to the period prior to more than 20 years and after such a long period such old arrears cannot be recovered under law by adding the arrears in the bill pertaining to the new consumer account of another premises.
- d) For all the aforesaid submissions the representative of the complainant has urged that the Respondent be directed to withdraw the aforesaid demand of Rs. 21,428.35 from the bill of the representative of the complainant's new account no. 626-261-099 pertaining to room no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016.

4.0 The Respondent / BEST Undertaking has filed its written statement and opposed the aforesaid complaint of the representative of the complainant. The case of the Respondent may be stated as under :

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- a) The electric connection pertaining to the consumer a/c no. 628-559-093 was given in the name of Shri S. G. Chavan at the Transit Camp, room no. 26 at Khot Galli, Gopi Tank Road, Citylight Cinema, Mahim, Mumbai - 400 016. The said electric connection and the meter was in existence at the said premises till April 2010 and the same was removed for non-payment on 30/04/2010.
- b) The said Shri Sakham G. Chavan was allotted the aforesaid flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016 w.e.f. 01/04/2004 by the Developer. To this premises, the electric connection was given in the name of said Shri Sakham G. Chavan under the consumer a/c no. 626-261-099. However, the dues of electric bills upto April 2020 were noticed pertaining to the consumer a/c no. 628-559-093 at the Transit Camp premises room no. 26 at Khot Galli, Gopi Tank Road, Citylight Cinema, Mahim, Mumbai - 400 016, as described above, when other applicant Smt. Sarita Chaoudhary applied for electric supply at same address of Transit Camp. The Recovery and Disconnection Section of the Respondent made investigation in respect of a/c no. 628-559-093. In the said investigation it was revealed that there was outstanding arrears of Rs. 21,428.35. As this account belongs to Shri S. G. Chavan (father of the representative of the representative of the complainant Shri Madhav S. Chavan), the said amount of arrears was debited in the a/c no. 626-261-099 pertaining to the said Shri Sakham G. Chavan in respect of the connection given to the new premises i.e. flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016.
- c) On 06/10/2022, the representative of the the representative of the complainant Shri Madhav Chavan sent a letter dtd. 06/10/2022 to the Respondent. In that letter, he complained that the outstanding of Rs. 21,428.35 is wrongly debited to the a/c no. 626-261-099. Second letter was also submitted by the representative of the the representative of the complainant on 22/12/2022 raising similar complaint and requested to remove the outstanding amount from the bill of a/c no. 626-261-099. The representative of the representative of the complainant has also sent a letter dtd. 16/01/2023 to the Respondent raising the similar complaint.
- d) According to the Respondent, as per Recovery and Disconnection Section of the Respondent vide their letter dtd. 25/07/2022, the recovery of outstanding dues of consumer a/c no. 628-559-093 amounting to Rs. 21,428.35 is required to be debited to the a/c no. 626-261-099 because consumer of a/c no. 628-559-093 and new a/c no. 626-261-099 is one and the same person. Therefore, the arrears pertaining to the old a/c no. 628-559-093 can be recovered from the new consumer a/c 626-261-099. For this reason the Respondent has debited the amount of arrears of Rs. 21,428.35 to the bill pertaining to new a/c no. 626-261-099 of said Shri Sakham Chavan. According to



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the Respondent, debiting of the said arrears in the aforesaid manner suffers from no illegality and therefore the grievance by the representative of the complainant is not legal and valid, hence the Respondent has submitted before this Forum that the complaint filed before this Forum is liable to be dismissed.

- 5.0 We have heard the submissions of parties and noted their submissions as above. In view of the above submissions of the parties and case pleaded by them, the following points arise for determination, on which we record our findings as under, for the reasons to follow.

Sr. No.	Points for determination	Findings
1	Whether the demand made by the Respondent in respect of the arrears amounting to Rs. 21,428.35 with interest and penalty thereon, by debiting the said amount in the bill pertaining to the a/c no. 626-261-099 is valid and legal ?	Negative
2	What order is required to be passed by this forum to disposed off present grievance application ?	The grievance application will have to be allowed and direction will have to be given to the Respondent to remove its demand pertaining to the arrears of Rs. 21,428.35 along with interest and penalty thereon, if any from the bill pertaining to the a/c no. 626-261-099 as is being directed in the operative order being passed herein below.

- 6.0 We have noted the admitted facts as well as the controversy raised by the parties herein under earlier.

- a) What appears from the aforesaid admitted facts and the controversial facts is that the consumer by name Shri S. G. Chavan was occupying the premises bearing room no. 26, Transit Camp, Khot Galli, Gopi Tank Road, Citylight Cinema, Mahim, Mumbai - 400 016 from the year 1999 and electric supply was given to that premises by the Respondent under the a/c no. 628-559-093 in the name of the said consumer Shri S. G. Chavan. Admittedly the said S. G. Chavan and his family left the said transit camp room no. 26 and shifted to the new premises i.e. flat no. 36, 5th floor, Wing 'B' of the Om Shree



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Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016. This premises pertaining to flat no. 36 shall be referred to hereinafter as new premises.

- b) About the date when Shri S. G. Chavan and his family shifted to the new premises, there appears some controversy between the parties in their pleading. The representative of the complainant has submitted that in the month of June 2002, the family shifted to the new premises i.e. flat no. 36 on allotment having been made by the builder in respect of their room to their family. Whereas the Respondent in its pleading have submitted that the said S. G. Chavan's family shifted from transit camp to new premises i.e. flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016 w.e.f. 01/04/2004. However, there is no documentary support to this version of the Respondent. The document produced by the representative of the complainant with his complaint is in respect of allotment of the said new premises. The said document is allotment letter given by the builder / developer addressed to said Sakharam G. Chavan. The said allotment letter is dtd. 21/02/2005. However, in the course of hearing the Respondent's representative has produced the document called Consumer Information System (Customer Master Data) in which the date of installation of electric meter in the new premises is mentioned as 09/04/2002. This document shows that the electric connection was given in the name of Sakharam G. Chavan in the new premises from 09/04/2002. Therefore this document corroborates the version of the representative of the complainant that the family of Shri Sakharam Chavan shifted to the new premises in the month of June 2002 though the allotment letter issued by the builder says that the allotment letter was executed in the year 2005 stating that the new premises has been allotted w.e.f. 01/02/2004.
- c) The undisputed fact is that in the new premises the electric connection has been given in the name of said Shri Sakharam Chavan under the a/c no. 626-261-099 in the year 2002. Therefore, it can be presumed that from this date the family of Shri Sakharam Chavan shifted from transit camp to new premises. If this has happened in the year 2002 it means that the transit camp premises was vacated by his family in the year 2002, therefore, the question raised by the representative of the complainant that after vacating the premises of transit camp in the month of June 2002, the liability to pay the electric bill of that premises cannot be fastened on the said Shri Sakharam Chavan or his family. We find substance in the said submissions of the representative of the complainant in as much as we find that the premises of transit camp, room no. 26 and new flat no. 36 are not one and the same premises. Therefore, arrears of room no. 26 cannot be debited to consumer account pertaining to flat no. 36. We may refer here the provisions of clause 12.5 of MERC (Electric Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021.



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Secretary
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12.5 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 representatives / 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 representatives or successors-in-law or new owner / occupier of the premises, as the case may be.

- d) On perusal of the aforesaid provisions contained in clause 12.5 of Supply Code, 2021 it can be inferred that the Distribution Licensee can put charge of arrears of electric supply only on the premises, pertaining to which the electric charges have become arrears. The representative of the Respondent could not point out any provision given in the said Supply Code which enables the Distribution Licensee to put charge of arrears pertaining to one premises on the other premises. Here in the instant case what the Respondent has done is that they have charged all arrears of electric charges pertaining to consumer a/c no. 628-559-093 of old premises i.e. room no. 26 of transit camp on the other premises of the representative of the complainant i.e. flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016. We find that even if the consumer of both the premises may be same, the charge of electric charge pertaining to one premises cannot be put on the other premises. We have not found any provision to support such view in the said Supply Code. In such circumstances we find that the aforesaid act of the Respondent to debit the amount of Rs. 21,428.35 pertaining to old account 628-559-093 of old premises i.e. room no. 26 of transit camp in the bill of consumer account no. 626-261-099 of the new premises i.e. flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016, is illegal. Hence, we have recorded negative findings on point no. (1).
- e) We find that the present grievance application will have to be allowed with direction to the Respondent to remove its demand of Rs. 21,428.35 alongwith interest and penalty thereon from the bill pertaining to new a/c 626-261-099 pertaining to flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016 as is being directed in the operative order being passed herein below. Accordingly, we have answered point no. (2).
- f) Hence, we proceed to pass the following order :

ORDER

1.0 The grievance no. GN-481-2023 dtd.16/02/2023 is allowed in following terms.



- a) It is directed that the demand made by the Respondent BEST Undertaking for Rs. 21,428.35 by debiting the said amount along with penalty and interest thereon to the consumer a/c no. 626-261-099 is illegal and invalid.
- b) The Respondent is directed to remove the said demand of Rs. 21,428.35 from the bill pertaining to the a/c no. 626-261-099 pertaining to flat no. 36, 5th floor, Wing 'B' of the Om Shree Siddhivinayak CHS situated at plot no. 6, Gopi Tank Road, Mahim, Mumbai - 400016 along with penalty and interest.
- c) The Respondent shall comply the said directions within 30 days from the date of the order and issue revise bill to the representative of the complainant accordingly.

2.0 Copies of this order be given to all the concerned parties.

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(Shri. S.S. Bansode)
Technical Member

Anagha A. Acharekar
(Smt. Anagha A. Acharekar)
Independent Member

Shri S.A. Quazi
(Shri S.A. Quazi)
Chairman

