

		Date	Month	Year
1	Date of Receipt	05	09	2023
2	Date of Registration	05	09	2023
3	Decided on	17	10	2023
4	Duration of proceeding	42 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. C-485-2023 dtd.05/09/2023**

Shri Bhalchandra Waghe  
(claiming to be heir of deceased  
registered consumer Smt. Savitribai Agre)  
.....Complainant  
V/S

B.E.S.&T. Undertaking  
.....Respondent

**Present**

**Chairman**

Coram : Shri S.A. Quazi, Chairman

**Member**

1. Smt. Anagha A. Acharekar, Independent Member
2. Smt. Manisha K. Daware, Technical Member

On behalf of the Respondent (1) : 1. Smt. Sumedha Dongre

On behalf of the Complainant : 1. Shri Bhalchandra Waghe

On behalf of the Respondent (2) : 1. Shri. Madhav Bapat

Date of Hearing : 06/10/2023

Date of Order : 17/10/2023

*(Handwritten signatures)*

### Judgment

- 1.0 The complainant Shri Bhalchandra Waghe has grievance about (i) change of name regarding room no. 22 & (ii) providing other (8) electricity meters illegally in old and new Hira building at 1<sup>st</sup> Parsiwada, Nanubhai Desai Road, Girgaon, Mumbai - 400 004 to the family of Shri Shashikant Patel, Shri Vijay Chaurasia. He has requested to restore the electricity meter of room no. 22 in the name of his grandmother Smt. Savitribai Dhaku Agre which was transferred in the name of Smt. Sangita Patel (Respondent No.2) in the year 2007 since Smt. Savitribai Agre is passed away in 1999 and she has not signed any application for transfer of meter.
- 2.0 The case of the complainant may be stated as under:
- a) The complainant Shri Bhalchandra <sup>Waghe</sup> Agre stated that his maternal grandmother Smt. Savitribai Agre was staying along with her husband Shri Dhaku Agre at ground floor, room no. 22, old Hira building, 6/8, 1<sup>st</sup> Parsiwada, Nanubhai Desai Road, Girgaon, Mumbai - 400 004 and they were permanent tenants in the building constructed on land bearing C.S. no. 699 and owned by the landlord Madhavsingh J. Kalyanji.
- b) The complainant further stated that his maternal grandmother Smt. Savitribai Agre was having three children namely, (1) Sulochana Agre (Daughter), (2) Ganpat Agre and (3) Krishna Agre (Sons). The complainant is son of Smt. Sulochana Agre alias Sulochana D. Waghe (daughter of Smt. Savitribai Agre) who resides in room no. 45 of old Hira building at the same address. The rent receipt of room no. 22 was issued by the landlord in the name of Shri Dhaku Agre and electricity bill was in the name of his wife Smt. Savitribai Agre till 2007. The said room no. 22 was then grabbed by Smt. Sangita Patel (Respondent No.2) and her family members by means of fraud and forgery in the year 2007. The complainant further states that the criminal case bearing no. 21/SW/2021 is pending against them in Metropolitan Magistrate Court, Girgaon and Civil case bearing no. RAE/761/2015 is pending in Small Cause Court, Metro, Mumbai which has been filed by landlord Madhavsingh J. Kalyanji.
- c) The complainant Shri Bhalchandra <sup>Waghe</sup> Agre has submitted before the Forum that when he realized that some commercial activity is going on in room no. 22 which is in the name of his grandmother Smt. Savitribai Agre, he submitted an application to seek information under the Right to Information Act (RTI) to the Respondent no.1 (BEST Undertaking) in this matter. In reply to his RTI application, the Respondent no. 1 informed him that Smt. Sangita Patel has given application to BEST in 2007, to change the name of electricity meter from Smt. Savitribai Agre to her name.
- d) The complainant stated that copy of the "No objection and permission letter" is annexed by him to the present complaint application as Exhibit 28. It is submitted that this document was submitted by the Respondent No.2 Sangita Patel and her family members to the BEST Undertaking to transfer the electricity meter from Savitribai to



the names of Sangita Patel and her family members in the year 2007, pretending that it was signed by Savitribai. The complainant submits that this is false document as Smt. Savitribai Agre is passed away in 1999, and the said NOC is alleged to have been signed by Savitribai in the year 2007. In support, the complainant has submitted death certificate of Smt. Savitribai Agre at Exhibit 31, with his complaint Application. He also alleged that the forged rent receipts without receipt numbers have been submitted by the Respondent no. 2, with her application for change of name of consumer from name of Savitribai to name of Respondent No.2.

- (e) The complainant has also alleged that BEST has given meters illegally to the premises mentioned at sr. no. (1) to (7) & (9). About these connections he has requested to take action in this regard also.

3.0 The Respondent No. 1 has filed its reply and has submitted that the instant grievance application has no merits and it is liable to be dismissed. The case, as pleaded by the Respondent no. 1/Undertaking and as urged by its representative in the course of hearing, may be summarized as under:

- a) Smt. Sangita Patel had submitted Change of name application dated 12.12.2007 to transfer the meter of Room No.22 Ground floor, Hira Building, 6/8, 1<sup>st</sup>Parsiwada Road. Along with the change of name application, she had submitted following documents: (Documents placed at Exhibit B with the reply)
1. Rent receipt for the month of December 2007 of the disputed premises on her name.
  2. Letter from registered consumer, Smt. Savitribai Dhaku Agre, stating that, the room no 22 was sold to Smt. Sangita Patel and requested to transfer the meter on her name.
  3. Electricity bill for the month of November 2007 in the name of Smt. Savitribai Dhaku Agre.

The change of name had been carried out and meter transferred to Smt. Sangita Patel's name in the month of December 2007, as per the Rules and Regulation prescribed by the MERC in the year 2005. The relevant clause 10 of the said Regulations is quoted in the reply of Respondent No.1 as under:

*A connection may be transferred in the name of another person upon death of the consumer or, in case of transfer of ownership or occupancy of the premises, upon an application for change of name by the new owner or occupier:*

*Provided that such change of name shall not entitle the applicant to require shifting of the connection to new premises.*

*The application for change of name shall be accompanied by such charges as are required under the approved schedule of charges of the Distribution Licensee.*

*The application under Regulation 10.2 shall be accompanied by:*

*Consent letter of the transfer or for transfer of connection in the name of transferee;*

*In the absence of a consent letter, any one of the following documents in respect of the premises: (a) proof of ownership of premises; (b) in case of partition, the partition deed; (c) registered deed; or (d) succession certificate;*

- b) BEST Undertaking is not aware/concern about the criminal case bearing no. 21/SW/2021 is pending against Smt. Sangita Patel in Metropolitan Magistrate Court, Girgaon and Civil case bearing no. RAE/751/2015 pending in Small Cause Court, Metro, Mumbai which has been allegedly filed by the landlord, Madhavsingh Jamnadas Kalyanji case.
  - c) The Respondent No. 1 stated that the BEST Undertaking is not a competent Authority to verify the signature is real or forge. At the time of when the application of Respondent No.2 came for consideration of the Respondent No.1/Undertaking, nobody had taken any objection nor raised dispute about the documents submitted with the said application. Therefore, the change of name is carried out as per the documents submitted by the Respondent No.2.
  - d) The Respondent No. 1 has further stated that during the site inspection the officials of the Respondent No. 1 have found that the Respondent No. 2 Smt. Sangita Patel is occupying the said premises i.e room no. 22.
- 4.0 The Respondent No. (2) has filed her reply and opposed the aforesaid complaint given to this Forum by the complainant. Her case, as stated in the reply and as per submissions made by her representative before this forum, may be stated as under:
- a) Shri Madhav Bapat, the representative of the Respondent no. 2 has submitted that the allegations made in the complaint are false and bogus. According to him the change effected in the name of Smt. Sangita Patel is legal and on the basis of valid documents and there is no illegality committed by Respondent No. (2).
  - b) The Respondent no. 2 has submitted that Mrs. Vandana Agre, Mr. Sameer Agre and Mr. Vikas Agre represented that tenancy rights of the said premises stands in the name of Smt. Savitribai Agre who passed away in the year 1999 and left behind Mrs. Vandana Agre, Mr. Sameer Agre, Mr. Vikas Agre and Mr. Krishna Agre as the only legal heirs. Mr. Krishna Agre relinquished and surrendered his share in respect of the said premises at the time of negotiation. The Respondent no. 2 further submitted that Mrs. Vandana Agre, Mr. Sameer Agre and Mr. Vikas Agre entered into a writing (Affidavit) dtd. 27/09/2006 with Smt. Sangita Patel in the year 2006. By the said document Sangita Patel acquired the rights assigned in her name by paying Rs. 6,00,000.00 for transfer of the tenancy rights in respect of room no. 22, old Hira building, 6/8, 1<sup>st</sup> Parsiwada, Nanubhai Desai Road, Girgaon, Mumbai - 400 004.
  - c) After execution of the aforesaid document Respondent No.2 Sangita Patel immediately took the possession of the said premises.



- d) The Representative of the Respondent No.2 has also submitted that the complainant's allegations that the rent receipt, relied upon by Respondent No.2 for effecting the change in consumer name, is forged or bogus cannot be entertained by this forum unless such plea is raised by the landlord of the premises and it is a fact that the landlord has not made any complaint to this forum in this regard. About the allegations that the consent letter of Savitribai being forged one, the representative of the Respondent No.2 has submitted that it was to Respondent No.2 by the aforesaid legal heirs of Savitribai at the time of assigning their occupation rights in the year 2007, and except this no more explanation can be given by the Respondent No.2 in this proceeding.
- e) The Representative of the Respondent No.2 has also submitted that the change of name was effected in the year 2007 i.e. about 15 to 16 years prior to the date of filing of the present complaint application before this forum about that change. It is submitted that the present complaint is filed on or about 5.9.2023. Therefore, it is submitted that this complaint is liable to be dismissed on the ground that it is barred by provisions of limitation.
- 5.0 We have heard the submissions of the 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 present grievance application about room no. 22 is barred by the provisions of limitation as provided in clause 7.8 of the Maharashtra Electricity Regulatory Commission (CGRF & EO) Regulations 2020 ?	In Affirmative
2	Whether the change of name of the consumer about room no. 22 effected in the name of Smt. Sangita Patel is liable to be restored in the name of old consumer ?	In Negative
3	Whether the complainant has <i>locus-standi</i> to complain about electricity connection regarding premises mentioned in the table at sr. no. (1) to (7) & (9) given in the complaint ?	In Negative
4	What order should be passed to dispose of this grievance application?	The complaint is dismissed in terms of the operative order being passed herein below.

*[Handwritten signatures and initials]*

6.0 We record reasons for aforesaid findings as under :

- 6.1 Facts of the case have been elaborated herein earlier while noting the respective cases of the parties concerned.
- a) The change of name from Smt. Savitribai Agre to Smt. Sangita Patel for the electricity bill having a/c no. 482-359-209 at room no. 22, old Hira building, 6/8, 1<sup>st</sup> Parsiwada, Nanubhai Desai Road, Girgaon, Mumbai - 400 004 was effected in the year 2007 i.e. almost 15 years back. As per clause no. 7.8 of MERC (CGRF & EO) Regulations, 2020, it is provided that the Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen. Therefore, we hold that the present Grievance Application filed 5.9.2023 is actually filed after expiry of the prescribed period of limitation and hence it is barred by the provisions of limitation as provided in clause 7.8 of the aforesaid Regulations. Hence we have recorded affirmative findings on point No.1.
- b) It appears that the criminal case bearing no. 21/SW/2021 filed by the complainant against the Respondent No. 2 for submitting the forged document to the Respondent No. 1 at the time of change of name on electricity bill, is pending in Metropolitan Magistrate Court, Girgaon. Before us, the complainant has alleged that the Respondent No.2 has used two documents, which, according to the complainant, are forged. Those documents are 1) rent receipt and 2) the Consent/No Objection Letter purportedly signed by the deceased Savitribai.
- c) As far as allegations about rent receipt are concerned, it appears from the copy thereof filed by the complainant that the said document purportedly bears date of the year 2007 and on it name of the Respondent No.2 is appearing written by hand as tenant from whom rent received and below it purportedly signature of landlord is appearing. In respect of this issue about rent receipt purportedly signed by the land lord, we observe that landlord has not taken any objection before the Respondent No.2 nor he has filed any complaint before this forum to raise the said issue about genuineness of the said rent receipt. Therefore, we do not think it appropriate to change the name of consumer on the basis of those allegations of the complainant about the rent receipt.
- d) In respect of the Consent/No Objection Letter purportedly signed by the deceased Savitribai, the case of the complainant before us is that when Savitribai (grandmother of the complainant Bhalchandra) had already died in the year 1999, how could she sign the said document of consent letter for effecting change in consumer in favour of the Respondent No.2? Raising such question the Complainant in his argument answers it saying that as this document is used by the Respondent No.2, it is the Respondent No.2 who has forged this document to get the name of consumer changed to her favour. As such apparently forged document of consent letter is used by the Respondent No.2, the change effected in her favour is required to be cancelled and name of deceased Savitribai is required to be restored. On examination of these submissions, we find



that we cannot record findings about genuineness of the said document. The issue is pending before the Criminal Court, even as per the contentions of the Complainant. Whenever the competent court would decide the issue about the alleged forgery of the consent letter purportedly signed by Savitribai, the concerned parties would always be entitled to inform about it to the Respondent No.1/BEST Undertaking and thereupon the Respondent would be able to take appropriate action/steps as it would deem fit, in the light of such decision of the competent court, which would be deciding the matter.

- e) For the present we observe that before about 15 years the name of the Respondent No.2 is recorded as registered consumer on the basis of some other documents also, which include the affidavit sworn in by some of the legal heirs of the deceased Savitribai (grandmother of the complainant Bhalchandra) The Respondent no. 2 has submitted that she has entered into a writing (Affidavit) dtd. 27/09/2006 with legal heirs of Smt. Savitribai Agre in respect of transfer of tenancy rights in her name by paying Rs. 6,00,000.00. Those heirs are named in the reply of the Respondent No.2 as: 1) Mrs. Vandana Agre, 2) Mr. Sameer Agre, 3) Mr. Vikas Agre. Deceased Smt. Savitribai's another heir Mr. Krishna Agre relinquished and surrendered his share in respect of the said premises at the time of negotiation. The Representative of the Respondent No.2 has submitted that the said legal heirs of the deceased Savitribai had given this document to Respondent No. 2 for submitting to the Respondent No.1 to seek change in the consumer-name. In the light of the above pleadings and documents what appears that some of the legal heirs of deceased tenant Savitribai have themselves given the premises to the Respondent No.2 and have consented for change in the consumer-name in favour of the Respondent No.2. It further appears from the reply of the Respondent No.1/BEST Undertaking even in present days the officials of the undertaking have visited the premises and found that Respondent No. 2 is occupying the premises in question in place of the deceased Savitribai. In view of these facts, we do not find it justifiable to change name of consumer from the Respondent No.2 and to restore the name of deceased consumer Savitribai, who is no more alive. Since last 15 years the Respondent No.2 is paying bills regularly. If name of deceased Consumer Savitribai is restored, the question would be regarding payment of bills and if bills are not paid then from whom the dues would be recovered by the BEST Undertaking? As some of the legal heirs of deceased consumer Smt Savitribai have assigned their rights in favour of the Respondent No.1, we hold that at least till the rights of the parties are decided by competent court of law, the present position may be continued and it is not essential that because there are some allegations about genuineness of the consent letter, consumer-name should be changed from the Respondent No.2 and deceased consumer's name should be restored. This would not prejudice the rights of the complainant for the reason that presently he or other heirs of the deceased consumer Savitribai are not found to be residing in the premises in question.
- f) It also appears that Civil case bearing no. RAE/761/2015 is pending in Small Cause Court, Metro, Mumbai which has been filed by landlord Madhavsinh J. Kalyanji. In respect of this suit it can be observed that the representative of the complainant has

*Handwritten signatures:*  
At the bottom right of the page, there are three handwritten signatures in blue ink. One signature is clearly legible as "At the end" (likely a misspelling of "At the end of the day" or similar). The other two are more stylized and less legible.



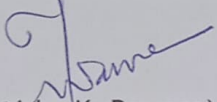
submitted that it has been filed by the land lord against the Respondent No.2 alleging that she is occupying the premises without any right of tenancy and thus the landlord has sought her eviction. The Representative of the complainant has further submitted that he and other heirs of the deceased tenant Savitribai have applied for their impleadment and hence they have been impleaded as additional defendants in the said eviction. In respect of this suit at the most we can observed that whatever will be the final decision in the said suit, the concerned parties may inform about it to the Respondent No.1 and apply for necessary change in the light of the decision of Small Cause Court. Mere pendency of the said eviction suit against the Respondent No.2 would not make the complainant entitled to seek change in the name of consumer which is registered prior to more than 15 years.

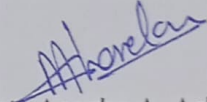
- g) As noted above, Respondent no. 2 has submitted that she has entered into a writing (Affidavit) dtd. 27/09/2006 with legal heirs of Smt. Savitribai Agre in respect of transfer of tenancy rights in her name by paying Rs. 6,00,000.00. In view of this there is no need to restore the name of the deceased consumer Smt. Savitribai, at least till the competent court decides the rights of the parties in respect of the occupation of the premises etc.
- h) The Representative of the Complainant has submitted that transfer of property by sale can be effected only by way of a registered sale deed and not otherwise by any document of General Power of Attorney or Affidavit etc. He has relied on decision of the Hon'ble Supreme Court in the case of "*Suraj Lamp & Industries Pvt. Ltd. Versus State of Haryana & Anr. Dtd. 11/10/2011 in Special Leave Petition (C) No. 13917 of 2009*". We have gone through this decision. What is held in it is that transfer of immovable property by way of sale cannot by a document other than registered sale deed. In the present case we are not deciding any issue as to whether ownership of the property in question has been transferred in favour of the Respondent No. 2 by way of the said affidavit of some of the heirs of deceased consumer of electricity. Therefore, we hold that this decision does not help the complainant in contending that in the light of the facts of the present case noted above, the name of his deceased grandmother i.e. deceased consumer Smt. Savitribai should be restored as consumer of the supply of electricity to the premises in question.
- i) In view of above the request of the complainant for directing the Respondent to revert back the change of name have to be rejected. Accordingly, we have answered point no. 2 in negative.
- j) As far as the grievance of the complaint is concerned about the premises mentioned in the table given in the complaint at sr. no. (1) to (7) & (9), we hold that the complainant has no right regarding these premises. Hence, he has no *locus-standi* to complain about them. Hence we have recorded negative finding on point no. (3). In view of the affirmative findings on point No. 1 and negative findings on point No.2, we hold that the present Grievance Application will have to be dismissed. Accordingly we have answered point No.4. Hence we proceed to pass following order :

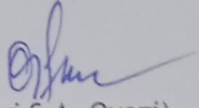


ORDER

- 1.0 The grievance no.C-485-2023 dtd. 05/09/2023 stands dismissed.
- 2.0 Copies of this order be given to all the concerned parties.

  
(Smt. Manisha K. Daware)  
Technical Member

  
(Smt. Anagha A. Acharekar)  
Independent Member

  
(Shri S.A. Quazi)  
Chairman