

**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. 22853561

**Representation No. S-C-77-09 dt . 06/07/2009**

Mr. Abbas Fazle Hussain Electricwalla .....Complainant

V/S

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

**Present**

Quorum

1. Shri. S. P. Goswami, Chairman

2. Smt. Varsha V. Raut, Member

On behalf of the Complainant 1.Mr. Abbas Fazle Hussain Electricwalla

2. Mr. N.S. Narvekar

On behalf of the Respondent 1. Shri. H.K. Shendge, Supdt.CC

2. Shri. V.B. Sonavane, AOCC

Date of Hearing : 17/09/2009

Date of Order : 27/10/2009

**Judgment by Shri. S.P.Goswami, Chairman**

Mr. Abbas Fazle Hussain Electricwalla, Magaldas Road, Mumbai – 400 002, has come before forum for his grievances regarding waiver of outstanding amount of previous consumer & granting of electricity supply.

**Brief history of the case**

- 1.0 Shri. Abbas F.H. Electricwalla, residing at Ground Floor, Devkant Mansion, Block No.4, 6 Mangaldas Road, Mumbai – 400 002 registered a Requisition no. 3092023 dated 26.11.2008 for reconnection of supply (A/c No. 359-107-017).
  
- 2.0 As per respondent Shri. Khashaba Bapuji Sawant, previous consumer (account no. 359-107-017) using supply for the above said premises through meter no. 0300155 and meter no. D921376. He had not paid his electric bills and an amount of Rs. 26,919.94 was outstanding. On 24.08.2001 said meters were removed for non payment of bills.
  
- 3.0 Respondent states that as per MERC/ Electric Supply Code and other conditions of supply under section 10.5 he was informed by respondent to make the payment of outstanding amount to enable us to reconnect the supply.
  
- 4.0 As per complainant he has taken the tenancy right of the shop from landlord i.e. Mahavir Jain Vidyalyaya Trust.

4.0 As per complainant he had submitted the letter on 2<sup>nd</sup> March, 2009 to the concerned ward (C) for waival of outstanding amount of Rs.25,500/-, but the 'C' ward office refused to do so and no details of electric bill was given to him. Complainant further states that why such amount is not recovered by 'C' ward before this. So this is not his liability.

5.0 The complainant registered their grievances in Annexure 'C' format for withdrawal of claim & granting of electricity on 9<sup>th</sup> March, 2009.

6.0 Unsatisfied by the action taken by BEST against their complaint in Annexure 'C' format, vide BEST letter ref no. CC(C)/IGRC/41009/2009 dtd. 14/5/2009, the complainant lodged their grievances with CGR Forum in Annexure 'A' format on 06/07/2009.

**Consumer in his application and during Hearing stated the following**

- 1.0 Complainant Mr. Abbas Fazle Hussain Electricwalla states that the respondent has demanded Rs.25,000/- as outstanding amount of previous consumer i.e. Mr. Khashaba Bapuji Sawant.
  
- 2.0 Complainant states that he has taken the tenancy right of the shop from landlord i.e. Mahavir Jain Vidyalaya Trust. Complainant states that how the respondent is asking him to pay the outstanding amount of previous consumer.

- 3.0 Complainant had submitted the letter on 2<sup>nd</sup> March, 2009 to the concerned ward (C) for waival of outstanding amount, but the 'C' ward office refused to do so and no details of electric bill was given to him. Complainant further states that why such amount is not recovered by 'C' ward before this. So this is not his liability.
- 4.0 Complainant wants to know for how many days he has to wait for electric supply as per S.O.P.
- 5.0 The complainant registered their grievances in Annexure 'C' format for withdrawal of claim & granting of electricity on 9<sup>th</sup> March, 2009.
- 7.0 Complainant states that after getting reply to Annexure 'C' format somebody from 'C' ward telephonically told him to pay Rs.19,000/- to get clear the matter. Complainant was not ready to pay the same amount.
- 8.0 Complainant requested Hon'ble Forum for waival of outstanding amount of previous consumer of Rs.25,000/- & grant immediate electric supply.
- 8.0 At the time of hearing complainant stated that he had not discussed with landlord when lease agreement was made regarding electricity dues of previous consumer & he realized his mistake at the time of hearing.
- 9.0 At time of hearing complainant agreed to pay reasonable arrears amount which will be decided by Hon'ble Forum.

**BEST in its written statement and during Hearing stated the following:**

Shri. Abbas F.H. Electricwalla, A/c No. 359-107-017 residing at Ground Floor, Devkant Mansion, Block No.4, 6 Mangaldas Road, Mumbai – 400 002 registered a Requisition no. 3092023 dated 26.11.2008 for reconnection of supply.

- 2.0 As per respondent's record, it is observed that Shri. Khashaba Bapuji Sawant previous consumer account no. 359-107-017 using supply through meter no. 0300155 and meter no. D921376 had not paid his electric bills and an amount of Rs. 26,919.94 was outstanding as on 24.08.2001 said meters were removed for non payment of bills
- 3.0 As per MERC/ Electric Supply Code and other conditions of supply under section 10.5 complainant was informed to make the payment of outstanding amount to enable respondent to reconnect the supply.
- 4.0 Parawise comments are as under:
- 4.1 It is true that the Undertaking has informed to pay an outstanding amount of Rs. 25,500/- of previous consumer Shri. Khashaba Bapuji Sawant.
- 4.2 It is not true that meter was disconnected in the Year'2000, in fact the meter has been removed on 24.08.2001.
- 4.3 As per respondent complainant has submitted a letter dated 02.12.2008, and on 04.03.2009 requesting to write off the outstanding amount and reconnect the supply.
- 4.4 The Asstt. Engineer, 'C' Ward vide his letter ref. no. CC(C)/ STO/ REC./2008 dated 05.12.2008 informed the complainant to pay an amount of Rs.25,500/- and D.P./ Interest if any will be waived after getting approval of Management.

- 4.5 As per respondent complainant vide letter ref. CD/ESL-4/3092023/2000C dated 19.12.2008 was informed to pay the arrears amount. Same is not complied by the complainant. Hence, the SOP conditions do not apply in this case.
- 4.6 As per respondent it is true that the complainant submitted his complaint in `C' Form dated 13.03.2009. He was informed vide our letter ref. no. CC(C)/ IGRC/ 410091/2009 dated 18.05.2009 to pay the outstanding amount of Rs.25,500.00 to enable the department to reconnect the supply.
- 5.0 At the time of hearing respondent told to the forum that they will submit the break-up of bill, payment bill history of previous consumer at the earliest.
- 6.0 Respondent alongwith their note ref no. CC(C)/410573/2009 dtd. 23<sup>rd</sup> Sept, 2009 submitted billing & payment history of A/c no. 359-107-017.

### **Observations**

- 1.0 Shri. Khashaba Bapuji Sawant, previous consumer (account no. 359-107-017) using supply for the premises at Ground Floor, Devkant Mansion, Block No.4, 6 Mangaldas Road, Mumbai – 400 002 through meter no. 0300155 and meter no. D921376.
- 2.0 Previous consumer had not paid his electric bills. On 24.08.2001 said meters were removed for non payment of bills.

- 2.0 Shri. Abbas F.H. Electricwalla, registered a Requisition no. 3092023 dated 26.11.2008 for reconnection of supply (A/c No. 359-107-017) for the same premises.
- 4.0 As per complainant he has taken the tenancy right of the shop from landlord i.e. Mahavir Jain Vidyalaya Trust.
- 5.0 Respondent states that as per MERC/ Electric Supply Code and other conditions of supply under section 10.5 complainant was informed to make the payment of outstanding amount to enable respondent to reconnect the supply.
- 6.0 The Forum is guided by the judgment given by Hon'ble Supreme Court for Case no.JT 2008(12) SC 762: between Paschimanchal Vidyut Vitran Nigam Ltd. & Ors. V. M/s. DVS Steels & Alloys Pvt. Ltd. & Ors.,

### **ORDER**

1. Complainant directed to pay Rs. 5000/- to get reconnection of electric supply.
2. Respondent is directed to give electricity connection to the complainant after receipt of Rs. 5000/- from the complainant & taking other compliance as per the existing procedure.
3. Respondent is further directed to recover the remaining outstanding amount (only energy charges i.e. excluding D. P. charges, interest and

other charges levied) from the complainant & grant him 3 equal monthly installments for payment and waive the last installment if the complainant pays all the other installments in time.

4. Copies to be given both the parties.

(Shri. S. P.Goswami)  
Chairman

(Smt. Varsha V. Raut)  
Member