

		Date	Month	Year
1	Date of Receipt	10	03	2022
2	Date of Registration	10	03	2022
3	Decided on	05	05	2022
4	Duration of proceeding	56 days		
5	Delay, if any.	nil		

**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 - 400001  
Telephone No. 22799528

**Grievance No. B-010-2022 dtd.10/03/2022**

Parth India A Parth Group of companies,  
(through Proprietor Kiranbala R.Chouhan): .....Applicant/Complainant

B.E.S.&T. Undertaking ( Distribution Licensee) .....Respondent (1)

Shri Mahesh Bhagirath Chouhan.....Respondent (2)  
(Prop. Of Mujawar Roadlines)

**Present**

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 : Shri Arun Chouhan

On behalf of the Respondent (1) : Ms. Sandhya Bedekar

On behalf of the Respondent (2) : Shri Mahesh Bhagirath Chouhan

Date of Hearing : 26/04/2022

Date of Order : 05/05/2022

## Judgment

- 1.0 The present grievance application has been filed by the applicant/complainant “Parth India A Parth group of company” through its proprietor Kiranbala R. Chouhan. The complainant is aggrieved by the decision/order dtd. 23/11/2021 of the Internal Grievance Redressal Cell (for short, hereinafter it shall be referred to as IGRC) of the Respondent No.1/BEST Undertaking (the distribution licensee). By the impugned order, the IGRC has set aside the earlier decision of Respondent No.1, in response to the application dtd. 17/07/2021 of the complainant, in respect of the electric connection in question, whereby consumer-name was changed from earlier consumer “M/s Mujawar Roadlines” in favour of the complainant. By the impugned order dt. 23/11/2021, the IGRC has directed that the name of earlier consumer “M/s Mujawar Roadlines” be restored as registered consumer of the Respondent No. 1.
- 2.0 For the purpose of the present case, the following facts may be said to be not in dispute:
- a) There is a premises having address as “Room No.1-2, floor GRD, Plot-61, B.I.T. Chawl, Dr.J.R. Meisheri road, Naovroji hill road No.11A Dongari, Chincbunder, Mumbai-400009”.The Respondent No.1 is supplying electricity to this premises since 08.07.1994. Since beginning the registered consumer of this connection was one “M/s Mujawar Roadlines”.
  - b) On 17.07.2014, the complainant had made application in prescribed form to the Respondent No.1 for change of name of consumer from “M/s Mujawar Roadlines” to the name of the complainant. On the said application dt. 17/07/2014 of the applicant/complainant, Respondent No. (1) had changed consumer-name from the name of earlier registered consumer “M/s Mujawar Roadlines” to her (applicant’s) name.
  - c) On or about 30.09.2021, the Respondent No. 2 Shri Mahesh Chouhan, claiming to be authorized person of earlier consumer “M/s Mujawar Roadlines” made complaint-application to the Respondent No.1. In that complaint it was alleged that the change of name effected from the name of earlier consumer “M/s Mujawar Roadlines” to the name present complainant “Parth India A Parth group of company” through its proprietor Kiranbala R. Chouhan, was illegal on various grounds, including that forged rent receipt was relied upon by the said “Parth India A Parth group of company” through its proprietor Kiranbala R. Chouhan. On the said complaint dt. 30.09.2021 of the Respondent (2) Shri Mahesh Chouhan, the IGRC of Respondent (1), by its impugned order dtd. 23/11/2021, has set aside the aforesaid change of name, which was effected in favour of the complainant in response to her application dtd. 17/07/2014. For cancellation of the change of name, the IGRC of the Respondent No.(1) has recorded its reasons in the said order dt. 23/11/2021, including that the complainant had used false document of rent receipt to get the consumer name changed in her favour vide her application dtd. 17/07/2014.

- 3.0 The case of the complainant, as stated in the complaint filed before this forum and as submitted by her representative in the course of hearing may be stated as under:
- a) The Respondent No. 2 has falsely claimed that this complainant filed copy of forged rent receipt with her application dt. 17.07.2014. It is falsely alleged by him that this complainant has defrauded to the Respondent No. 1 in this way to get change of consumer-name in her favour. It is submitted that no rent receipt at all was produced by this complainant along with her application for change dt. 17.07.2014. Therefore, it cannot be said that this complainant has committed any fraud and it also cannot be said that on that count the change effected in her favour can be cancelled by the Respondent after a long period of about six years.
  - b) It is further submitted that had this complainant submitted the alleged rent receipt of one Manjulabai Gharat, this could have been noticed by the officials of the Respondent No.1 while considering and allowing the application dt. 17.07.2014 of the complainant for change. If, inspite of such rent receipt the application was allowed, then officials of the Respondent No.1 are at fault. If it is so then why any action has not been taken against them by the Respondent No.1. When no such action is taken, it only means no such false rent receipt was filed or relied upon by the complainant to get the consumer name changed in her favour.
  - c) It is also submitted that the IGRC did not give sufficient and proper opportunity of hearing. It is submitted no documents relied upon by the Respondent No. 2 were provided to the complainant and no sufficient time was given to her to explain and produce documents.
  - d) It is also submitted that the Respondent No.2 has not produced any document before the IGRC of the Respondent No.1 to show that he has any right or title in respect of the said "M/s Mujawar Roadlines". He has no concern with it. Hence on his application, the Respondent No. 1 should not have set aside the change effected in favour of the complainant long back in the year 2014. Therefore, it is requested by the complainant that this forum may set aside the decision/order dtd. 23/11/2021 of the IGRC of the Respondent (1) and it is also requested to restore the change of consumer name sanctioned in favour of the complainant as per her application dt. 17/07/2014.
- 4.0 On the notice having been served by this Forum on the Respondent (1)/BEST Undertaking and the Respondent (2)/ Shri Mahesh Chouhan, both have filed their replies and have opposed the instant grievance application filed before this Forum by applicant/complainant "Parth India A Parth group of company" through its proprietor Kiranbala R. Chouhan.
- 5.0 The case of the Respondent No.1, as stated in their reply filed before this forum and as submitted by their representative, in the course of hearing, may be stated as under:

- a) It is submitted that the electric connection to the above said premises was given long back in the year 1994 and since then the registered consumer was “M/s Mujawar Roadline”. On the basis of application dt. 17.07.2014 and documents annexed thereto submitted by the present complainant, the consumer name was changed.
- b) In the year 2017, the Respondent No. 2 claimed to be partner of the said “M/s Mujawar Roadline” and under Right to information Act 2005 (hereinafter it shall be referred to as R.T.I. Act), he sought information and documents, from the Respondent No.1, in respect of the said change effected on 17.7.2014. The information and documents sought by him were as to on the basis which documents, the consumer name was changed from “M/s Mujawar Roadline” to the complainant in the year 2014. In the year 2017, the record of those documents was available with the Respondent No. 1 and hence those documents were provided by the Respondent No.1 to the Respondent No. 2.
- c) On the basis of those documents and further documents obtained by the Respondent No. 2 from the Mumbai Municipal Corporation, he claimed before the Respondent No.1 that the complainant filed false document of rent receipt to pretend that complainant got tenancy of the premises in her name and thus she misguided the officials of the Respondent No. 1 to seek change of consumer. The Respondent No. 2 gave such complaint to Respondent No. 1 on 31.01.2020. On that basis the matter was enquired and during the course of hearing on 19.03.2020, the complainant’s representative Mr. Karan Singh Shekhawat was asked by the Respondent No. 1 to submit the original rent receipt No. 3266882 regarding change of name of tenant in complainant’s name. However, same was not produced. Thereafter, due to imposition of lockdown on account of spread of covid-19 pandemic, the matter could not proceed and accordingly by letter dt. 25.2.2021 Respondent No. 1 informed to Respondent No.2.
- d) Then on 30.09.2021 the complaint was received by Respondent No. 1 from Respondent No. 2 of similar nature. Hearing was held on 01.11.2021 and 02.11.2021. Site investigation report dt. 13.11.2021 and documents submitted by the parties were considered and considering clause 13.6 of the Terms and conditions of Supply Code, the IGRC passed the impugned order to cancel the change of name effected in favour of the complainant and it directed to restore the name of the earlier consumer “M/s Mujawar Roadline”.
- e) The Respondent No. 1 has strongly supported the impugned order in view that the complainant has used false document of rent receipt pretending that it is in her name and it is in respect of the premises in question. When asked by the forum as to whether the IGRC had examined the record of complainant’s application dt. 17.7.2014 and documents submitted therewith, the representative of the Respondent No. 1 submitted that it was not available as by the time this matter was heard by IGRC, the record was already destroyed. However prior to that its copies were already provided, by the Respondent No.1, with due verification and signature of its official, to the

Respondent No. 2 in the year 2017 under R.T.I. Act 2005. These copies have been produced by the Respondent No. 2 before the IGRC of Respondent No.1. The same include the copy of rent receipt bearing No. 3266882 bearing Rent-Receipt/SAP-Doc-No :2900041539 having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9. The Respondent No. 2 has also produced copy of rent receipt No. 3266809 bearing Rent-Receipt/SAP-Doc-No:2900041539 having name of Smt. Manjulabai Jagannath Gharat as person making payment of rent under this receipt about premises described in this receipt as Room No.55, Chinchbandar, BIT Chawl No.4. This copy of rent receipt was obtained by Respondent No. 2 from the Municipal Corporation of Greater Mumbai (herein after it shall be referred to as MCGM for short expression) and it is duly certified by the official of the Corporation. It is submitted by the representative of Respondent No.1 that the former copy of rent receipt bearing No. 3266882 produced by the Respondent No. 2 in this proceeding is duly verified and signed by official of the Respondent No.1 in the year 2017. Therefore even if the record of the Respondent No. 1 is not available, the copy of rent receipt bearing No. 3266882 produced by the Respondent No. 2 can be believed to be the true copy of the document produced by the complainant with her application for change in the year 2014. It is submitted that there are two rent receipts bearing same Rent-Receipt/SAP-Doc-No:2900041539, but with different names of persons making payment of rent about different premises. It is submitted that the above copy of rent receipt duly certified by official of the MCGM seems to be genuine and the copy rent receipt produced by complainant with her application for change in the year 2014, is false document.

f) The representative of the Respondent No. 1 has submitted that, therefore, the IGRC has rightly inferred, from the above circumstances, that the complainant has used false document of receipt No. 3266882 bearing rent receipt /SAP Doc No.2900041539, dt.15.1.2014 having name of complainant, Parth India A Parth Group of company, as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9. The complainant has given undertaking to the Respondent No. 1 that information and documents produced by her with her application for change, are true and correct and if they are proved to be untrue or false, the name of earlier consumer may be restored. In view of these circumstances, it is submitted that the order passed by the IGRC of the Respondent No. 1 need not be interfered with and the present complaint may be dismissed by this forum.

6.0 The case of the Respondent No.2, as stated in his reply filed before this forum and as submitted by him, in the course of hearing, may be stated as under:

a) It is submitted that the electric connection to the above said premises was given long back in the year 1994 and since then the registered consumer was "M/s Mujawar Roadline". The said "M/s Mujawar Roadline" was a partnership and the Respondent No. 2 was one of its partners. His father Bhagirath and one Altaf Hussein were other

partners of the said firm “M/s Mujawar Roadline”. The Respondent No. 2 has produced and relied on the deed of partnership dt. 16.03.1988 in this regard. In clause (5) of this deed, the aforesaid premises is described as “Godown No. 1 and 2, Cement Chawl, Sandhurst Road, Bombay -9” to be the place from where the firm shall do its business. According to the Respondent No. 2, in the course of time the other partners have died or retired from the firm and now only Respondent no. 2 is the surviving partner and is entitled to claim the exclusive rights in the business and its assets. The complainant has no right, though it is admitted by the Respondent No. 2 that complainant Kiranbala R. Chouhan is wife of his brother.

- b) Behind the back of this Respondent No.2, on the basis of application dt. 17.07.2014 of the present complainant, the consumer name was changed by the Respondent No.1, from “M/s Mujawar Roadline” in favour of the complainant in the year 2014. In the year 2017, the Respondent No. 2, being surviving partner of the said “M/s Mujawar Roadline” filed application to the Respondent No. 1 under R.T.I. Act 2005. Thereby, he sought information and documents from the Respondent No.1. The information and documents sought by him were as to on the basis of what change in the circumstances and on the basis of which documents, the consumer name was changed from “M/s Mujawar Roadline” to the complainant in the year 2014. In the year 2017, the record of application for change and documents filed therewith by the complainant, was available with the Respondent No. 1 and hence those documents were provided by the Respondent No. 1 to the Respondent No.2. It was revealed to the Respondent No. 2 from these documents that the complainant had filed copy of rent receipt in support of her application for change. The document of rent receipt produced by the complainant as such, with her application for change, was bearing No. 3266882 dt.15.1.2014 bearing Rent-Receipt/SAP-Doc-No :2900041539 having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9.
- c) The said receipt bearing No. 3266882 dt.15.1.2014 bearing Rent-Receipt/SAP-Doc-No :2900041539, pretends to have been issued by the MCGM. Therefore, the Respondent No. 2 made enquiry with the Mumbai Municipal Corporation with reference to this receipt No. 3266882 dt.15.1.2014 having mentioned therein address of premises as “shop No. 1/2, Chinchbandar, B.I.T. Chawl No. 2 Mumbai-9”. The Municipal Corporation informed to the Respondent No. 2 that rent receipt No. 3266809 was issued by it on 10.01.2014 and it was bearing Rent-Receipt/SAP-Doc-No :2900041539 having name of Smt Manjulabai Jagannath Gharat as person making payment of rent under this receipt about premises described in this receipt as Room No.55, Chinchbandar, BIT Chawl No.4. That receipt was not pertaining to the premises in question i.e. “Room No.1-2, floor GRD, Plot-61, B.I.T. Chawl, Dr. J. R. Meisheri road, Naovroji hill road No. 11A Dongari, Chincbunder, Mumbai-400009”. The Respondent No.2 obtained copy of the said genuine receipt No. 3266809 dt. 10.01.2014, from the Municipal Corporation, which was issued in favour of one Manjulabai Jagannath

Gharat” in respect of payment of rent of the premises bearing “Room No. 55 of BIT Chawl No. 4 , third floor.”

- d) On the basis of the above said documents provided by Respondent No. 1 and by the Mumbai Municipal Corporation, the Respondent No.2 gave four to five complaints to the Respondent No.1 that the complainant filed false document of rent receipt to pretend that complainant has got tenancy of the premises in her name and thus she misguided the officials of the Respondent No. 1 to seek change of consumer. Probably due to spread of covid-19 epidemic, the Respondent No. 1 did not respond in time.
- e) Then on 30.09.2021 the Respondent No.2 again gave complaint of similar nature to the IGRC of Respondent No. 1. He has produced the copies of said documents obtained by him from the Respondent no.1 in the year 2017 under R.T.I.Act 2005, including the forged rent receipt used by the complainant to seek change of consumer name. Respondent No. 2 has also produced copy of the said genuine receipt 3266809 dt. 10.01.2014, which was issued in favour of one Manjulabai Jagannath Gharat” in respect of payment of rent of “ Room No. 55 of BIT Chawl No. 4 , third floor”, before the IRGC of Respondent No.1. Before this Forum also, Respondent No. 2 has produced copy of the said forged/false receipt bearing No.3266882 dt.15.1.2014, which was submitted by the complainant with her application for change. Respondent No. 2 has submitted that it is clear from the above facts that the complainant used forged and false receipt and now she is denying that she had submitted that document. Her denial is not genuine in view that the copy of that false document of rent receipt was provided to Respondent No.2 by official of the Respondent No.1 by duly attesting and verifying it and this is believable because there is no reason why the official of Respondent No.1 would issue copy of document which was not on record of complainant’s application for change filed in the year 2014.
- f) The Respondent No. 2 has strongly supported the impugned order in view that the complainant has used false document of rent receipt pretending that it is in respect of the premises of the concerned electric connection and tenancy of the premises is in her name . The complainant had given undertaking to the Respondent No. 1 that information and documents produced by her are true and correct and if they are proved to be untrue or false, the name of earlier consumer may be restored. In view of these circumstances, it is submitted that the order passed by the IGRC of the Respondent No. 1 need not be interfered with and hence it is urged that this Forum may dismiss the present complaint.

7.0 We have heard the parties. In view of the respective pleadings, submissions and the documents of the parties, following points arise for determination, on which we record our findings as under, for the reasons to follow:

Sr. N.	Points for determination	Findings
1.	Whether the impugned order dt. 23.11.2021 of IGRC of Respondent No.1, to restore the name of earlier consumer “Mujawar Road lines” by cancelling the name of complainant as consumer, is legal and valid?	In affirmative.
2.	Whether the complainant is entitled to get her name restored as consumer in respect of the electric connection and consumer account involved in this case?	In negative.
3.	What order is required to be passed to dispose of this grievance application?	The grievance application/complaint filed before this forum will have to be dismissed, as per the operative order being passed herein below.

**8. We record reasons for the aforesaid findings on point No. (1) to (3), as under:**

- a) We have noted the contentions of the parties as mentioned by them in their pleadings as well as in their oral submissions. We have also perused the documents submitted by the parties on record in the course of hearing. We have also noted the admitted facts in Para-2 herein earlier.
- b) At the outset, it is necessary to observe here that the complainant is a Proprietary concern and its proprietor is said to one Kiranbala R. Chouhan. Said Kiranbala R. Chouhan is mother of Arun Chouhan, who is representing the complainant before this forum. The Respondent No. 2 Mahesh Chouhan is brother of husband of said Kiranbala Chouhan.
- c) It is not in dispute that there is a premises having address as “ Room No.1-2, floor GRD, Plot-61, B.I.T. Chawl, Dr. J. R. Meisheri road, Naovroji hill road No. 11A Dongari, Chinchbunder, Mumbai-400009”. The Respondent No. 1 is supplying electricity to this premises since 08.07.1994. Since beginning the registered consumer of this connection was one “M/s Mujawar Roadlines”. On 17.07.2014, the complainant had made application in prescribed form to the Respondent no. 1 for change of name of consumer from “M/s Mujawar Roadlines” to the name of the complainant. On the said application dt. 17/07/2014 of the applicant/complainant, Respondent No. (1) had changed consumer-name from the name of earlier registered consumer “M/s Mujawar Roadlines” to her (applicant’s) name.



- d) It appears that on the complaint of the Respondent No. 2, the IGRC of Respondent No. 1 has passed the impugned order dt.23.11.2021 and thereby it has cancelled the aforesaid change effected in favour of the complainant. The reason for passing such order, as noticed from the copy of order dt. 23.11.2021 is that the complainant had allegedly used forged and false document of rent receipt in support of her application for change dt. 17.07.2014, whereas she had also given undertaking that if any information given in the application for change is found false, then name of earlier consumer i.e.”Mujawar Roadlines” may be restored.
- e) On the other hand, the complainant’s case before this forum is that she has not produced the document of rent receipt, which the Respondents are claiming to have been filed by her with her application for change dt. 17.07.2014. Therefore, according to the complainant, the said reason for cancelling the change effected in her name is without basis.
- f) In view of the aforesaid controversy, we will have to see record of the Respondent No. 1 about the application dt. 17.07.2014 submitted by the complainant to the Respondent No.1 for change in consumer-name. If such record is not available, any other available proof, which is reliable in this regard will have to be examined to see whether copy of the alleged forged rent receipt was submitted by the complainant to the Respondent No.1 with her application for change. As far as availability of the record about said application and documents annexed thereto, with the Respondent No. 1, is concerned, the Respondent No. 1 has come with a case that said record was destroyed after the copies thereof were provided to the Respondent No.2 in the year 2017 under the Right to Information Act 2005. We do not find any reason to disbelieve this contention of the Respondent No.1, because after a reasonable time old record is required to be destroyed for convenience in utilizing more space in offices and it is normal practice in offices.
- g) As the original record of the Respondent No. 1 is destroyed, the alternate proof will have to be scrutinized to see whether the complainant had filed any false document with her application dt. 17.7.2014. In this regard the Respondents are relying on the copies of documents which, according to them, were given to the Respondent No. 2 by the officials of the Respondent No. 1 under R.T.I.Act 2005. Those copies include copy of the rent receipt bearing No. 3266882 bearing Rent-Receipt/SAP-Doc-No:2900041539 bearing date as 15.01.2014. We have perused the copy of rent receipt bearing No. 3266882 bearing Rent-Receipt/SAP-Doc-No:2900041539 bearing date as 15.01.2014. It is having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9. This copy has impression of stamp and the impression is readable as “CERTIFIED UNDER RTI ACT 2005” and below this there is impression of round seal of office of BEST Undertaking and within this round seal impression there is signature and then below it there is impression of stamp which is readable as “PUBLIC INFORMATION OFFICER &”. This proof is sufficient to hold that this copy was issued by the official of the Respondent No. 1/BEST Undertaking. This

shows that the complainant had submitted this document of rent receipt bearing No. 3266882 bearing Rent-Receipt/SAP-Doc-No:2900041539 bearing date as 15.01.2014, having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9. We are unable to believe the contention of the complainant that this document was not filed by her with her application dt 17.07.2014 for change in consumer. The aforesaid endorsement of certification by the official of Respondent No.1 on this document shows that when in 2017 the Respondent No. 2 applied under RTI Act 2005, the record was available. At that time from that available record the above said copy was issued to the Respondent No. 2. The copy of rent receipt No. 3266882 bearing Rent-Receipt/SAP-Doc-No:2900041539 bearing date as 15.01.2014, having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9, was certified and signed by the official of Respondent No.1 and was issued to the Respondent No.2.

- h) After having held that the copy of rent receipt No. 3266882 bearing Rent-Receipt/SAP-Doc-No:2900041539 bearing date as 15.01.2014, having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9, was certified and signed by the official of Respondent No.1 and was issued to the Respondent No.2, we find no difficulty to hold that the complainant has used this document in support of her application dt.17.07.2014 for change of consumer name.
- i) Now the question is, whether this rent receipt No. 3266882 bearing Rent-Receipt/SAP-Doc-No: 2900041539 bearing date as 15.01.2014, is false and forged and is not reliable to connect it with the premises in question, as alleged by the Respondents. In this regard we see that the Respondent No. 2 has produced copy of another rent receipt bearing same Rent-Receipt/SAP-Doc-No: 2900041539 but it is bearing No. 3266809 and is bearing date as 10.01.2014 and it is not pertaining to the premises in question i.e. shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9. This copy is duly certified by the official of the Municipal Corporation Greater Mumbai. The certification is dt. 24.4.2018. The complainant has not disputed genuineness of this copy. Therefore, it can be said it is the genuine document. On perusal of this copy of rent receipt No. 3266809 bearing Rent-Receipt/SAP-Doc-No: 2900041539 and bearing date as 10.01.2014, it would become clear that it has name of Smt Manjulabai Jagannath Gharat as person making payment of rent under this receipt and the rent paid there under was about premises described in this receipt as Room No.55, Chinchbandar, BIT Chawl No.4.It is neither about the premises involved in this case nor is it in the name of the present complainant. This receipt is genuine one. Therefore the copy of rent receipt No. 3266882 bearing Rent-Receipt/SAP-Doc-No:2900041539 bearing date as 15.01.2014, having name of complainant Parth India A Parth Group of company as person making payment of rent under this receipt about premises described in this

receipt as shop No.1/2, Chinchbandar, BIT Chawl No.2, Mumbai-9, is not reliable to be true and correct. The Respondents have claimed it to be forged and false document. These contentions of the Respondents are believable therefore we uphold the same for the purpose of the cancellation of change effected in favour of the complainant on her application dt. 17.07.2014 and to restore the name of earlier consumer “Mujawar Roadlines ”.

- j) Therefore, we hold that the impugned order dt. 23.11.2021 of IGRC of Respondent No.1, to restore the name of earlier consumer “Mujawar Road lines” by cancelling the name of complainant as consumer, is legal and valid. We also hold that the complainant is not entitled to get her name restored as consumer in respect of the electric connection and consumer account involved in this case. Hence, for all the above reasons, we have recorded affirmative findings on point No. (1) and negative findings on point No.(2).
- k) In view of the affirmative findings on point No. (1) and negative findings on point No.(2), the present grievance application/complaint is liable to be dismissed. Accordingly, we have answered the point (3). Hence we pass following order:

**Order**

- a) The instant Grievance No. B-010-2022 dtd.10/03/2022 is hereby dismissed.
- b) Copies of this order be given to all the concerned parties.

Shri. S.S Bansode  
(Member)

Smt. Anagha A. Achrekar  
(Member)

Shri S.A. Quazi  
(Chairman)