

		Date	Month	Year
1	Date of Receipt	07	11	2024
2	Date of Registration	08	11	2024
3	Decided on	27	12	2024
4	Duration of proceeding	49 days		
5	Delay, if any.	—		

**BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM**  
**B.E.S. & T. UNDERTAKING**

(Constituted under section 42(5) of the Electricity Act 2003)

Ground Floor, Multistoried Annex Building,  
BEST's Colaba Depot  
Colaba, Mumbai - 400 001  
Telephone No. 22799528

**Grievance No. GN-508-2024 dtd. 08/11/2024**

Mrs. Gazala Hanif Shaikh .....Complainant

V/S

B.E.S.&T. Undertaking .....Respondent no. 1

Farheen Kochra .....Respondent no. 2

Mr. Mohammed Shameem Khan & Mrs. Rizwana Khan .....Respondent no. 3

Present Coram : Hon'ble Chairman (CGRF) : Mr. M.S. Gupta

Hon'ble Independent Member : Mrs. A. A. Acharekar

Hon'ble Technical Member : Mr. J.W. Chavan

On behalf of the Complainant : Mr. Khalid Usman Shaikh

On behalf of the Respondent no. 1 : BES&T Undertaking

1. Mr. Ratnakar Kamble, Superintendent Customer Care, G/N Ward

2. Mrs. Kavita Popere, Administrative Officer, Customer Care, G/N Ward

On behalf of the Respondent no. 2 : Farheen Kochra

On behalf of the Respondent no. 3 : Mr. Mohammed Shameem Khan

Date of Hearing : 19/12/2024

Date of Order : 27/12/2024



**SECRETARY**  
**CGRI - BEST**

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## Judgment

- 1.0 The brief facts of the complainant's case is that she is the tenant of Room no. 3, Ground floor, Plot M-16, Madina Mansioin, St. Micheal Church, St. Micheal School Road, Mahim, Mumbai - 400 016 (for short "the premises"). In 2004, the complainant had acquired tenancy rights of the said premises from one Mr. Mohammed Shameem Khan & Mrs. Rizwana Shameem Khan ( Respondent no.3). In October 2020, she gave the said premises on Leave & License basis to the Respondent no. 2 Farheen Kochra on the licensee fees of Rs. 22,000/- per month. The Respondent no. 2 had paid her Rs. 66,000/- towards licensee fee for three months. The Respondent no. 2 had prepared an acknowledgment receipt signed by the complainant. Later on, she learnt that the acknowledgment signed by her was of Rs. 65,000/-. She pointed out the said discrepancy in the acknowledgement receipt to the Respondent no. 2, who promised to correct the same in January 2021 and accordingly new acknowledgement receipt of Rs. 88,000/- was signed by the Respondent no. 2 for four months.
- 1.1 The complainant further submitted that as the Respondent No. 2 was creating nuisance in the building, notice of termination and eviction was given. The Respondent no. 2 forged the acknowledgment receipt of Rs. 65,000/- and turned it into Promissory Note of Rs. 6,50,000/- and on the basis of same the Respondent No. 2 has filed suit in Small Cause Court for return of deposit and obtained stay in the same suit. The Respondent no. 2 also filed a suit before Hon'ble City Civil court for cancellation of Leave & License agreement and obtained injunction order that she cannot be dispossessed without due process of law.
- 1.2 The Respondent no. 2 then withdrew the suit for return of deposit from Small Cause Court and filed a suit for declaration of tenancy rights and obtained order of injunction that she shall not be dispossessed without due process of law. Similarly, the Respondent no.3, the landlord, have filed suit for eviction against the complainant and it is pending for final order.
- 1.3 The Respondent no. 2 has forged a letter written by the Respondent no.3 to the complainant to the effect that the Respondent no.3 has given permission to sublet the said room to the Respondent no. 2. By misrepresenting the order of the courts and using the forged documents, the Respondent no. 2 filed an application for change of electric meter in her name. Hence, the complainant requested to re-transfer the electricity bill of the said premises in her name and to take appropriate action against the Respondent no. 2
- 2.0 The respondent no. 1 In its reply categorically stated that as per record of BEST Undertaking, consumer no. 639-420-005 and meter no. E174404 (for short "the said



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*B. S.*

*Abdullah*

*[Signature]*  
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*[Signature]*





conceal the amount of heavy security deposit received from her. The complainant has concealed that her tenancy was terminated by the landlord vide notice dtd. 01/04/2023. Thereafter, the Respondent no. 2 had filed RAD suit 517/2023 before the Hon'ble Small Cause Court Mumbai in which an Ad-Interim order of injunction restraining the landlord from dispossessing her from the said premises was passed on 06/05/2023. In July 2024, the BEST has transferred the said residential meter in her name. She also contended that she has been in lawful possession of the said premises and staying there with her family from 01/10/2020. She has been using the electricity in the said premises by paying the electricity bills till date. Lastly, she submitted that the complaint is not maintainable and may be dismissed.

- 3.1 The Respondent no. 2 in her additional reply contended that the Respondent no.3, the landlord, is making false complaints with baseless allegations against her. The matter is sub judice before the Small Cause Court, City Civil Court and High Court.
- 4.0 The Respondent no.3, the landlord Mr. Mohammed Shameem Khan who is authorized signatory submitted a letter dtd. 11/09/2024 to the GM BEST Undertaking and requested to change the name on electricity bill back to the complainant's name i.e. Mrs. Gazala Shaikh by filing various documents. He has not filed any other reply before this forum.
- 5.0 From rival submissions of the parties following points arise for our determination with findings thereon for the reasons to follow :

Sr. No.	Points for determination	Findings
1	Whether the change of name on electricity bill of the said premises carried out by the respondent no. 1 in the name of the respondent no. 2 is required to be revert back in the name of the complainant ?	No
2	What order ?	As per final order.

#### REASONS

- 6.0 We have heard all the parties in this matter alongwith their representatives and gone through various documents filed by them. The representative of the complainant during the course of argument amongst other grounds submitted that, the Respondent no. 2 has forged documents and misrepresented court orders to manage change of electric meter on her name from Respondent no. 1 (BEST) and thereafter prepared KYC on the said address. The Respondent no. 1 has submitted that the change of name has



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*[Handwritten signatures and initials]*

been carried out in the name of Respondent no. 2 with documentary evidence of court order, Aadhar card and PAN card. In absence of consent letter of registered consumer, as per Procedure Order no. 236 of the Licensee, Court Order has been accepted for processing change of name application. While further processing address correction application of the Respondent no. 2, site inspection was carried out on 11/09/2024 for confirmation of occupancy and address correction. The opinion of the Legal Department of the BEST Undertaking was obtained during the above procedure by the Respondent no. 1. Accordingly, Legal Dept. has opined that the action taken by the Respondent no. 1 for change of consumer in the name of Respondent no. 2 is said to be valid and same is subject to further development / orders in future in the pending related said court matters and as per the procedure in vogue. Thus, allowing Respondent no. 1 to process address correction and applying dispute flag against the said account number as per request of the Respondent no. 2. The Respondent no. 1 has further mentioned that as per the terms and conditions of Supply & Schedule of Charges of the licensee (BEST Undertaking) under clause 2.9, it is the responsibility of the applicant to submit correct and genuine documents and onus of its genuineness lies on applicant only. In case, if complainant suspects that the documents are forged, he / she may lodge a complaint with the competent authority and obtain an appropriate order for the same. Considering disputes over tenancy rights of the suit premises by both parties, Respondent no. 1 has further requested to grant appropriate order / directives in this matter.

- 6.1 The Respondent no. 2 has contended that de-facto the Respondent no. 3 has issued termination order against the complainant vide notice dtd. 10/04/2023, which is a fact concealed by the complainant. The Respondent no. 2 has claimed that the complaint itself is in contravention of order dtd. 06/05/2023 of Hon'ble Small Cause Court and contempt of Injunction Order passed by Hon'ble City Civil Court. The gas connection of the complainant is terminated by HP Gas Services and the Respondent no. 2 is present gas consumer of suit premises. Ad-interim relief is issued in case filed with Small Cause Court, RAD suit no. 517/2023 in favour of Respondent no. 2 against Respondent no. 3 and the complainant. An order dtd. 06/05/2023 has been issued, whereby they are temporarily restrained from disturbing peaceful possession of the Respondent no. 2. Further, it was substantiated by the Respondent no. 2 that due to various actions taken against Respondent no. 3, which are subjudice in various courts and FIR no. 507/2024 dtd. 17/10/2024, false complaints with baseless allegations are being made by him. The Respondent no. 2 has further prayed that since Injunction Order is passed by Hon'ble City Civil Court in suit no. 1901/2021 against the complainant, the Respondent no. 1 has accordingly transferred electric meter in July 2024. The complainant is restrained by court order from using the Leave & License agreement document and forcibly dispossessing the Respondent no. 2 from the suit premises till disposal of the said law suit. Thereby, the complaint itself is void-ab-initio. Accordingly, the



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occupancy, a hand written Promissory Note was accepted. The said promissory note is a disputed document claimed of forgery, amount described in digits and in words differ on the said Promissory Note. The purpose of Promissory Note is not mentioned but the Respondent no. 2 with her signature has mentioned "Rent payable @ 22/- for six months only" separately at one corner of the Promissory Note, she was not able to explain the discrepancy. Also, signature of the owner / landlord is not seen on the Promissory Note. Total transaction is made in cash in contravention of section 269ST of IT Act. The justification for the earlier amount of Rs. 65,000/- being changed to Rs. 6,50,000/- does not tally with the purpose of Promissory Note. Secondly, the Promissory Note prepared on 06/10/2020 cannot be accepted as rent receipt against change of name application (proof of occupancy), as it is more than four years old. Owner's letter submitted along with the application though claimed to be forged, is not for consent to change of name. Also, the court order submitted along with the application is only for temporary injunction for restraining forcible dispossession of the Respondent no. 2. Therefore, it can be summarized that the change of name carried out by the Respondent no. 1 on 20/07/2024 was without complete justifiable documents. Secondly, the complainant had submitted objection to the above said change of name on 30/08/2024 i.e. after she came to know about the change of name carried out without her knowledge only one month back. However, inspite of ex-consumer's objection, the Respondent no. 1 took no action to immediately revert back the change of name carried out on 20/07/2024. Site inspection was not carried out at the time of change of name by the Respondent no. 1 to confirm the occupancy of the said premises. During the hearing, the Respondent no. 2 has submitted copy of a notice dtd. 10/04/2023 from Judicare Law Associates, Advocates and Consultants on behalf of their client Respondent no. 3, which is addressed to the complainant and the Respondent no. 2, terminating their tenancy of the suit premises. It was confirmed by the Respondent no. 3 that the said notice has been submitted in court for termination of tenancy in respect of suit premises.


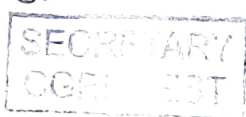
- 6.5 We have carefully gone through the opinion of the Legal Dept. of BEST Undertaking submitted by the Respondent no. 1. The said opinion states that there is an objection from the ex-consumer for change of name, however the action taken by the Respondent no. 1 regarding change of name in the name of Respondent no. 2 is said to be valid. Apparently as mentioned above, though the due procedure for verification of documents was not followed and proper documents were not demanded during the acceptance of application for change of name carried out on 20/07/2024 and also objection was raised by the ex-consumer, after seeking opinion from its Legal Dept., the change of name carried out by the Respondent no. 1 was retained and further process of change of address and providing dispute flag on the said new a/c no. 639-420-006 for the electric meter connection of the suit premises was allowed.

  
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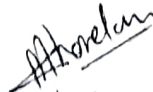
  


- 7.0 It is clear from the above that the documents acceptance, verification and sanction for change of name carried out on 20/07/2024 in the name of the Respondent no. 2 was done without following due procedure under the guidelines of the MERC. However, the matter of claim of permanent injunction for recovery of paid amount by the Respondent no. 2 and the compensation claimed thereafter against damages are still pending. The complainant has been issued notice of termination of tenancy on 10/04/2023 by the Respondent no.3, the landlord, and filed suit for eviction in the court. As per the recent inspection report submitted by the Respondent no. 1, the complainant is presently not residing in the said premises and the Respondent no. 2 has been occupying the same. The payment of electricity bill as per the consumption is made by the Respondent no.2 till date.
- 8.0 Hence, as per clause no. 7.9 (e) (iii) of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman), Regulations 2020, the Forum has come to the conclusion that it will be futile exercise to retransfer the electricity bill in the name of the complainant especially when she is not in possession of said premises and multiple litigations between the parties herein are pending in the court. Hence, in order to maintain Judicial discipline it will be just and appropriate to maintain status quo till further order from any Hon'ble Court.
- 9.0 In this view of the matter the point no. (1) is answered in negative and we pass following order as answer to point no. (2).

ORDER

1. The Grievance No. GN-508-2024 dtd. 08/11/2024 is dismissed.
2. Copies of this order be given to all the concerned parties.

  
(Mr. Jitendra W. Chavan)

  
(Mrs. Anagha A. Acharekar)

  
(Mr. Mahesh S. Gupta)

