

	Date	Month	Year
1	Date of Receipt	28	06 2024
2	Date of Registration	01	07 2024
3	Decided on	23	08 2024
4	Duration of proceeding	53 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. C-503/2024 & C-504/2024 dtd. 01/07/2024**

Modern Realty Pvt. Ltd. ....Complainant

V/S

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

Mr. Bomsli Wadia ..... Respondent no. 2

Mr. Rajeev Jha ..... Respondent no. 3

**Present**

Coram :

Mr. M.S. Gupta, Hon.Chairman (CGRF)

Mrs. Anagha A. Acharekar, Hon.Independent Member (CGRF).

Mr. J.W.Chavan, Hon.Technical Member (CGRF).

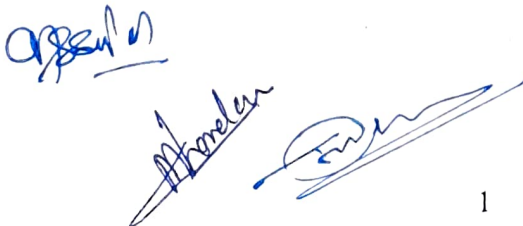
On behalf of the Respondent no. 1 : 1. Mr. V.K. Ade  
2. Mrs. S.S. Dongre

On behalf of the Complainant : Ms. Srushti Parihar

On behalf of the Respondent no. 2 & 3: Mr. Murtuza Bagsarwala


Date of Hearing : 08/08/2024

Date of Order : 23/08/2024



## Judgment

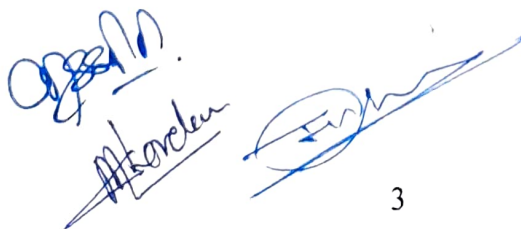
- 1.0 The grievances no. C-503 & C-504 are both relevant to properties in the same building premises of Sheth House, situated at M. Haldankar Road, French Bridge, Girgaon, Mumbai- 400004, and are against the same respondent M/s. BEST Undertaking. Hence, these matters are kept simultaneously in the forum and are dealt with by this common judgement. The grievance of complainant is that the Respondent no. 1 has illegally changed name on electricity bill in respect of meter no. M164188 for 3rd floor & meter no. M164187 for 5th floor.
- 2.0 The Complainant's case in brief is that, it is the owner and landlord of building known as Sheth House (formerly known as 'Patel Chambers' mentioned above in para 1 of complaint (for short "the said building"). The Complainant has acquired the said building from ING Vyasa Bank vide a registered Conveyance Deed dtd. 31/12/2010.
- 2.1 The Respondent no.2 is a former tenant of premises located on the 3<sup>rd</sup> floor of the said building. By notice dtd. 17/01/2018, complainant deemed to have terminated tenancy of the respondent no.2. Thereafter, they have filed an eviction suit bearing no. R.A.E./05/2020 before the Hon'ble Small Cause Court against the Respondent no. 2.
- 2.2 The Respondent no. 3 is a servant of the Respondent no. 2. Both the Respondent no. 2 & Respondent no. 3 are illegally trying to transfer the said property. On 28/08/2021 the Complainant had requested the Respondent no.1, not to change name on electricity bill for A/c no. 479-223-053 & 479-221-091. In contravention of provision of the Maharashtra Electricity Regulatory Commission (Electric Supply Code and Other Conditions of Supply) Regulations, 2005 (for short "the regulations"), the Respondent no. 3 has filed an application for change of name on electricity bill of the said premises. Accordingly, the Respondent no. 1 has changed the name on electricity bill from the Respondent no. 2 to Respondent no. 3.
- 2.3 The Respondent no. 3 has mislead and played fraud upon the Respondent no. 1 by mentioning in his application that, the Respondent no. 2 is the landlord of the said premises. He has made false statement in the Indemnity bond submitted along with the said application that he is owner of the said premises. The Respondent no. 3 does not possess any rent receipt on his name. Both the Respondent no. 2 & Respondent no. 3 have submitted an application with false and untruthful documents to create documentary evidence that they hold the title of tenancy and / or ownership in the said premises. Amongst other ground, the Complainant has prayed that name on Electricity bill may be restored in the name of the Respondent no. 2 or alternatively in



the name of the Complainant and to take appropriate action against all the Respondents.

3.0 The Respondent no. 1 in its reply has denied most of the material averments in the complaint. He has contended that by letter dtd. 28/08/2021 the Complainant had informed that tenancy of the Respondent no. 2 has been terminated, since 2019 and a request was made not to transfer electricity connection of the said premises, as the matter is pending before the court. The Respondent no. 3 had submitted an application dtd. 20/03/2022 for change of name on the electricity bill, from the name of the Respondent no. 2 to his name. The Respondent no. 3 has submitted various documents along with his application. As court papers were submitted by the Complainant, the Respondent no. 1 had referred the matter to its Legal department. The opinion of Legal Dept. dtd. 17/06/2022 is to the effect that old tenant i.e. the Respondent no. 2 has given consent for change of name to his Caretaker i.e. the Respondent no. 3. Further, depicts reference to Clause 12.3 of the regulation which provides that the application for change of name shall be accompanied by consent letter of the transferor for transfer of the electric connection in the name of transferee. In the instant case, consent letter cum NOC is provided by the Respondent no. 2 (tenant). The documents produced by the Respondent no. 3 reveals that he is residing in the same place for last many years alongwith the Respondent no.2. Therefore, he is in settled and physical occupation of the said premises. The said legal opinion also describes that though there is an objection from the landlord but the consent letter is given by lawful tenant for change of name, hence, there is no harm in carrying out change of name in the name of the respondent no. 3, because the tenancy can be in the name of one person and electric connection can be in the name of another person, who is occupier of the premises. In view of the above legal opinion, the respondent no. 1 has considered the requisition for change of name submitted by the respondent no. 3. Consequently, the change of name was implemented in the name of Respondent no. 3. Hence, the Respondent no. 1 has appealed that the complaint may be dismissed.

4.0 The Respondent no. 2 & 3 by their reply have professed that the Complainant has not filed complete registered Conveyance Deed dtd. 31/12/2010. The Complainant is not the landlord of the said premises. Hence, Complainant cannot issue tenancy termination notice to the Respondent no. 2. The Respondent no. 2 has implored that the Respondent no. 3 is like his son, residing along with his family for more than 25 years. The respondent no. 3 has been taking good care of Respondent no. 2, during old age related to health & daily activities. The Respondent no. 3 has legally applied to the Respondent no. 1 for change of name in Electricity bill. The Respondent no. 2 is the original consumer of the respondent no. 1 for said meter connection and has given consent for change of name. The Respondent no. 1 has legally transferred the



electric meter as per the regulation. Hence, they contended that the complaint may be dismissed.

- 5.0 From rival submissions of the parties, following points arised for our determination with findings thereon, for the reasons to follow;

Sr. No.	Points for determination	Findings
1	Whether the change name on electricity bill of the said premises carried out by the respondent no. 1 in the name of the respondent no. 3 is valid ?	Negative
2	What order ?	As per final order.

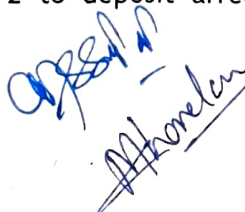

### REASONS

#### 6.0 Point no.1

We have heard the parties in this matter and gone through various documents filed by them. The representative of the Complainant during course of argument amongst other grounds submitted that, the Respondent no. 1 has not followed due procedure laid down in the regulation and hence illegally changed the name of the respondent no. 2 in the electricity bill of the said premises. The Respondent no. 1 submitted that the Respondent no. 2 has given NOC for change of name and accordingly they have carried out the same after seeking legal opinion from their Legal department. Thereby, submitted that the complaint may be dismissed.



- 6.1 The representative of the Complainant vehemently argued that by virtue of nature of Conveyance Deed dtd. 31/12/2010 between ING Vyasa Bank Ltd. & the Complainant all legal rights, title and interest in the said building have been transferred in the name of the complainant. Thereafter, by notice dtd. 17/01/2018 the Complainant has terminated the tenancy of the Respondent no. 2 in respect of the said premises. Hence, the Respondent no. 2 has no right to issue any NOC for change of name in the electricity bill in favour of the Respondent no. 3.

- 6.2 Pertinent to note that, the Complainant has filed a suit for eviction of the Respondent no. 2 from the said premises before the Hon'ble Small Cause Court under case no. R.A.E./05/2023, which is pending. No doubt, some of the interim applications filed by the Complainant in the said suit have been rejected by the court but it has nowhere been held that the Complainant has not acquired any right or title in the said premises. On the contrary in the Order dtd. 31/08/2022, the Hon'ble Court has directed the Respondent no. 2 to deposit arrears of rent and future monthly rent of the said

premises in the court, with liberty to the Complainant to withdraw the same. So, prima facie it appears that the Complainant has stepped into shoes of the original landlord i.e. ING Vyasa Bank.

- 6.3 Undisputedly, there has been an electric connection bearing A/c no. 479-223-053 and meter no. M164188 in the said premises, which stands in the name of the respondent no. 2, who claims to be tenant of the said premises. At this juncture, it is not desirable to look into the matter whether the tenancy of the Respondent no. 2 has been legally terminated or not, by the Complainant. According to the Respondent no. 2 the Respondent no. 3 has been treated as son of the Respondent no. 2. The respondent no. 3 with his family is residing along with the respondent no. 2 in the said premises, since last 25 years.
- 6.4 On 20/03/2022, the Respondent no. 3 has submitted an application for change of name on the electricity bill of the said premises to the Respondent no. 1. During the course of argument, it reveals that simply on the basis of NOC / letter of the Respondent no. 2 and after seeking opinion of their Legal Department, the Respondent no. 1 has changed name on the electricity bill from the Respondent no. 2 to the Respondent no. 3.
- 6.5 We have carefully gone through the opinion of their Legal Department submitted by the Respondent no. 1. The said opinion states that there is an objection from the Landlord for change of name. But Consent letter is given by the lawful tenant hence there is no harm to carry out the change of name as submitted by the Respondent no. 3. No doubt, before the change of name procedure has been carried out, the Complainant had already filed a suit for eviction of the Respondent no. 2 from the said premises and the same is pending before the Small Cause Court. In our opinion even lawful tenant has no legal right either to sublet the same premises or to give any NOC for change of name in the electricity bill in respect of the said premises. Before taking any electric meter connection by a tenant, NOC / consent for the same has to be obtained from the Landlord. It does not construe that the landlord has given absolute authority to the tenant to issue further NOC for said land or electric meter connection, from time to time. Such practice will create a chaos and multiple allegations before various authorities, as the owner will tend to lose his rights in such type of cases in change of name of electric meter connection. So, the right to issue NOC is always vested with the Owner or Landlord. Therefore, simply on the basis of NOC of a tenant, change of name on the electricity bill carried out by the Respondent no. 1 appears to be unjustifiable. It is their bounden duty as to at least enquire from the landlord of the said premises as to whether he has any objection. Alas it was not done, on the contrary in this case, the so called landlord i.e. the Complainant had already raised an objection before the Respondent no. 1 that change of name in the electricity bill should not be carried out on the application of the Respondent no. 3. However, after seeking opinion


from its Legal Department, the application for change of name filed by the Respondent no. 3 has been allowed and the name has been changed from the Respondent no. 2 to the Respondent no. 3. Apparently, prior to execution of change of name, it is not confirmed whether the consent letter is issued by a lawful tenant and transferred meter connection in the name of the Respondent no.3, who does not have any valid documental proof of ownership, occupancy or tenancy of the said premises, despite the fact that the matter pertaining to the tenancy raised and title in the said property has been sub-judice before the court.

- 6.6 Having considered the rival submissions of the parties, the Forum came to the conclusion that the change of name in the electricity bill of the said premises from the name of the Respondent no. 2 to the Respondent no. 3 carried out by the Respondent no.1 is not valid by not following due process of law, as well not following relevant documents properly, hence, the same is liable to be rectified.
- 6.7 In this view, the point no. (1) is answered in negative. Before parting with this matter, we would like to mention hear that recurrence of such lacunas in careful verification of documents at department level has caused unnecessary difficulties for the consumers and increasing such cases before the forum, which must be avoided in future. Hence, we pass the following order as answer to point no. (2).

#### ORDER

1. The Grievance No. C-503/2024 & C-504/2024 dtd. 01/07/2024 are allowed.
2. The Respondent no. 1 is directed to revert the name of the Respondent no. 3 to the Respondent no. 2 in respect of the A/c no. 479-223-053 and meter no. M164188 and 479-221-091 meter no. M164187 situated in the said premises.
3. The respondent no. 1 is directed to observe and critically verify the documents before accepting such type of applications in future.
4. Copies of this order be given to all the concerned parties.

  
(Mr. Jitendra W. Chavan)  
Technical Member  
CGRF BEST

  
(Mrs. Anagha A. Acharekar)  
Independent Member  
CGRF BEST

  
(Mr. Mahesh S. Gupta)  
Chairman  
CGRF BEST