

**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 N-E-384-2019 dtd. 28/05/2019**

Shri Ayaz Ahmed Javed Ahmed Khan .....Complainant

V/S

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

**Present**

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri K. Pavithran, Member
2. Dr. M.S. Kamath, Member CPO

On behalf of the Respondent : 1. Shri N.N. Sonavane, AECC(E)  
2. Shri S.P. Pawar, AAO(P)

On behalf of the Complainant : Shri Ayaz Ahmed Javed Ahmed Khan

Date of Hearing : 25/07/2019

Date of Order : 26/07/2019

**Judgment by Shri. Vinayak G. Indrale, Chairman**

Shri Ayaz Ahmed Javed Ahmed Khan, 101, Mamsa Estate, Shed 2, 97, Morland Road, Madanpura, Mumbai - 400 008 has come before the Forum for dispute regarding debiting of amount of Rs 28,345/- in name of Fahmeeda Vali Mohammed pertaining to a/c no. 546-243-023 into electricity bill in name of Imamuddin A H Ansari pertaining to a/c no. 546-243-001.

**Complainant has submitted in brief as under :**

The complainant has approached to IGR Cell dtd. 25/02/2019 received on 26/02/2019 for dispute regarding debiting of amount of Rs 28,345/- in name of Fahmeeda Vali Mohammed pertaining to a/c no. 546-243-023 into electricity bill in name of Imamuddin A H Ansari pertaining to a/c no. 546-243-001. The complainant has approached to CGRF in schedule 'A' dtd. 27/05/2019 received by CGRF on 28/05/2019 as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee on his grievance.

**Respondent, BEST Undertaking in its written statement  
in brief submitted as under :**

- 1.0 Shri Ayaz Ahmed Javed Ahmed Khan came before the Forum regarding his dispute about debiting an amount of Rs. 28,345.00 standing in the name of Mrs. Fahmida Valimohamed pertaining to a/c no. 546-243-023 into electricity bill standing in the name of Shri Inamuddin Abdul Hafiz Ansari having a/c no. 546-243-001.
- 2.0 Initially, electric supply was given to the premises under reference through meter no. 0071035 in the name of Fahmida Art Printer having a/c no. 546-243-019 from 07/02/1982. The electric supply through this meter was disconnected from 01/06/2001 when outstanding amount was of Rs. 26,602.12.
- 3.0 The electric supply was given in the name of Mrs. Fahmida Valimohamed through meter no. 0650107 from 27/03/1987 having a/c no. 546-243-023. Outstanding amount of Rs. 25,702.12 pertaining to a/c no. 546-243-019 was debited in the bill of a/c no. 546-243-023. The electric supply was disconnected from 15/03/2004 when outstanding amount was of Rs.30,767.36.
- 4.0 The electric supply to this premises has been reconnected vide requisition no. 50740215 dtd. 15/06/2006 under new a/c no. 546-243-065. This electricity connection has been transferred in the name of Shri Inamuddin Abdul Hafiz Ansari vide his application no. 2717 dtd. 07/02/2011 and new a/c no. 546-243-001 has been given.
- 5.0 As per site investigation on 26/03/2018 and 19/03/2019, it was observed that the electricity supply to the premises under reference pertaining to a/c no. 546-243-023 was removed for non-payment of electricity bill. At the time of investigation electric supply to the premises under reference having electric supply through a/c no. 546-243-001 standing in the name of Shri Inamuddin Abdul Hafiz Ansari.
- 6.0 Notice dtd. 11/04/2018 for recovery of outstanding amount in the name of Shri Inamuddin Abdul Hafiz Ansari was served to a/c no. 546-243-023. This notice was received by Shri Ayaz Ahmed Javed Ahmed Khan who is staying in the same premises. The complainant neither registered any grievance nor submitted complaint recovery of outstanding amount. Hence, outstanding amount of Rs. 42,203.00 was debited in electricity bill for the month February 2019 and hence the complainant has filed grievance in Annexure 'C'.
- 7.0 The complainant is staying in the premises and according to him he is the owner of the premises from the year 2011. Hence he is liable to pay total outstanding amount of Rs. 43,867.00 as on June 2019.

## REASONS

- 1.0 We have heard the argument of the complainant in person and for the Respondent BEST Undertaking Shri N.N. Sonavane, AECC(E), Shri S.P. Pawar, AAO(P). Perused the written submission filed by the Respondent BEST Undertaking at Exhibit 'D' and the documents filed by either parties to the proceeding.
- 2.0 The complainant has vehemently submitted that he is in actual possession of the premises for which the electricity supply has been given and electric meter is still standing in the name of Shri Inamuddin Abdul Hafiz Ansari. He has further submitted that he is tenant of the said premises which of pagadi system. He has submitted that action of the Respondent BEST Undertaking debiting the electricity dues of a/c no. 546-243-023 to a/c no. 546-243-001 is patently illegal and barred by limitation. The Respondent BEST Undertaking has submitted that the premises for which electric supply under a/c no. 546-143-023 and a/c no. 546-243-001 being the same, so they have debited the electricity dues in the a/c of 546-243-001. Considering this submission of the Respondent BEST Undertaking, we think it just and proper to reproduce the para 2 & 4 of written submission filed by the Respondent BEST Undertaking at Exhibit 'B'.

*Para 2 : For a/c no. 546-243-023, meter no. 0650107 was installed on 27/03/1987 in the name of Fahmida Vali Mohamed. The outstanding amount of Rs. 25,702.12 of a/c no. 546-243-019 was debited in a/c no. 546-243-023 in October 2003. However, meter no. 0650107 was removed on 15/03/2004 for non-payment. At the time of removal of meter the final reading was 4648 and outstanding amount was Rs. 30,767.36.*

*Para 4 : On 26/03/2018 and 19/03/2019, the site was investigated and as per the report, it was found that for a/c no. 546-243-023 meter is removed for non-payment. The supply was found ON through a/c no. 546-243-001 and hence, O/S/ amount charged to a/c no. 546-243-001 since the address of both the premises is same.*

- 3.0 Considering the above said submission of the Respondent BEST Undertaking we have least hesitation to hold that the action of the Respondent BEST Undertaking in debiting the electricity dues of a/c no. 546-243-023 in the a/c no. 546-243-001 appears to patently illegal. It was for the Respondent BEST Undertaking to recover electricity dues while giving new electricity connection to Fahmida on 21/06/2006. That has not done by the Respondent BEST Undertaking's authority and all of a sudden after 12-13 years the Respondent BEST Undertaking has debited the amount of Rs. 42,203.00 in the a/c 546-243-001 standing in the name of Shri Inamuddin Abdul Hafiz Ansari. It appears from the record that for a/c no. 546-243-019 the meter no. 0071035 was installed on 07/02/1983 in the name of Fahmida Art Printer, the same was removed on 01/06/2001 as per 913 advice no reason was specified. The final reading at the time of removal of meter was 1420 units and outstanding was Rs. 26,602.12.
- 4.0 It further appears that for a/c no. 546-243-023, meter no. 065017 was installed on 27/03/1987 in the name of name of Fahmida Art Printer and outstanding was

Rs. 25,702.12 for a/c no. 546-243-019 was debited in a/c no. 546-243-023 in October 2003. It appears that meter no. 065017 was removed on 15/03/2004 for non-payment and at the time of removal final reading was 4648 units and outstanding was Rs. 30,767.36. Considering this submission of the Respondent BEST Undertaking, it appears that action of the Respondent BEST Undertaking debiting outstanding amount Rs. 42,203.00 in the a/c of 546-243-001 is illegal and not warranted by law.

- 5.0 As we have already held that action of the Respondent BEST Undertaking in debiting the amount of one a/c no. in another a/c no. of the premises which is in possession of the complainant is illegal as the meter was removed on 15/03/2004. Now the question poses before us is whether the complainant has *locus-standi* to file the complaint as electric bill of a/c no. 546-243-001 is still standing in the name of Shri Inamuddin Abdul Hafiz Ansari. On this aspect we think it just and proper to reproduce the definition of “Consumer” as defined u/s 15 of E.A., 2003 and definition of “Grievance” as stated in Regulation 2.1(c) of 2006.

*“Consumer” means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;*

*“Grievance” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which has been undertaken to be performed by a Distribution Licensee in pursuance of a licence, contract, agreement or under the Electricity Supply Code or in relation to standards of performance of Distribution Licensees as specified by the Commission and includes inter alia (a) safety of distribution system having potential of endangering of life or property, and (b) grievances in respect of non-compliance of any order of the Commission or any action to be taken in pursuance thereof which are within the jurisdiction of the Forum or Ombudsman, as the case may be.*

If we apply the definition of Consumer as well as Grievance in broad aspect, we have least hesitation to held that the complainant be termed as the Consumer and has every right to make grievance as the Respondent BEST Undertaking admits that the complainant is in possession of the premises since 2011. In definition of the Consumer, the word “any person” who has supplied with electricity for his own use by Licensee has been used. Likewise in definition of Consumer includes “any person” whose premises for the time being connected for the purpose of receiving electricity with the works of Licensee for government or such other person as the case may be.

- 6.0 Thus we have arrived at the conclusion that the complainant can be termed as Consumer and has every right to make grievance as he is in possession for which electric supply has been given. If viewed from these angles, we have arrived at the conclusion that the action of the Respondent BEST Undertaking debiting the amount of Rs. 42,203.00 in the a/c of 546-243-001 is illegal and liable to be set aside. Here we wish to observe that the Respondent BEST Undertaking can take proper action for recovery of dues as per Regulation 10 while the complainant approaches to them for change of name.

7.0 For the above stated reasons we come to the conclusion that action of the Respondent BEST Undertaking in debiting the amount of Rs. 42,203.00 of a/c no. 546-243-023 in the a/c no. 546-243-001 is illegal and liable to be set aside. In result we pass the following order.

**ORDER**

- 1.0 The grievance no. N-E-384-2019 dtd. 28/05/2019 stands allowed as under.
- 2.0 The Respondent BEST Undertaking is hereby directed to strike off the debit note of Rs. 42,203.00 debited in the a/c no. 546-243-001.
- 3.0 The Respondent BEST Undertaking is directed to comply with the order within one month from the receipt of the order.
- 4.0 Copies of this order be given to the concerned parties.

Sd/-

(Shri K. Pavithran)  
**Member**

Sd/-

(Dr. M.S. Kamath)  
**Member**

Sd/-

(Shri V.G. Indrale)  
**Chairman**