

		Date	Month	Year
1	Date of Receipt	23	11	2020
2	Date of Registration	24	11	2020
3	Decided on	03	02	2021
4	Duration of proceeding	71 days		
5	Delay, if any.	11days		

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-GN-417-2020 dtd. 24/11/2020

Shri Shailesh SinghComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

1. Shri R.B. Patil, Member

On behalf of the Respondent : 1. Smt. Pramila Nikale

On behalf of the Complainant : Absent

Date of Hearing : 28/01/2021

Date of Order : 03/02/2021

Judgment

1.0 This complaint was received on 23/11/2020. Thereafter, the matter was fixed for hearing on 18/01/2021. The notices were sent to both the parties informing the date of hearing. However, on 18/01/2021, the complainant, Shri Shailesh Singh was absent. The report about services of the notices was to the effect that the complainant's house was found locked and therefore the notices were given to the neighbour. The complainant was tried to be contacted, on the mobile number given by him for about 12 days by the office of this Forum before the aforesaid date of hearing. However, his phone was found to be switched off, therefore, considering this fact on 18/01/2021, the Forum adjourned the matter on 28/01/2021. On 21/01/2021, also the notice was sent to the complainant on his given address but could not be served because his house was found locked and therefore the notice was given to his neighbour. On 28/01/2021 the complainant was absent. Therefore, the Forum was required to decide the case, as per Regulation 8.14 of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman), Regulations, 2020 (hereinafter read as MERC (CGRF & EO), Regulations, 2020). In such circumstances on 28/01/2021 the matter has been heard and has been reserved for order and accordingly the order is being passed.

In the aforesaid circumstances, the case should have been decided on or about 23/01/2021 but could not be decided for the aforesaid reasons. Thus, there is a delay about 11 days has occurred. In view of Regulation 5.2 of Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman), Regulations, 2020 hereinafter read as MERC (CGRF & EO), Regulations, 2020, the reasons for the delay have been recorded accordingly.

2.0 The complainant, Shri Shailesh Singh in his complaint has requested this Forum to restrain the Respondent Undertaking from recovering the amount of Rs. 3,25,000.00 from him as according to him, it is pertaining to some other consumer's account. The complainant has also requested to direct the Respondent Undertaking to revise the bill pertaining to his a/c no. 791-501-008 and deduct the aforesaid amount of Rs. 3,25,000.00 from the bill of his a/c no. 791-501-008.

3.0 The case of the complainant as stated in his complaint and documents filed before this Forum may be stated as under :

a) The Respondent Undertaking supplies electricity to the complainant under consumer no. 791-501-008 and meter no. C041409. He is categorized as Residential consumer. He has been paying the bills regularly pertaining to this account and meter.

b) However, it is submitted by the complainant that he has received a bill mentioning his consumer no. 791-501-008 wherein it is mentioned that it is for the period from 03/09/2020 to 06/10/2020. For this period the current bill is shown as Rs. 4,124.19

but it is also mentioned therein that there is outstanding of Rs. 3,15,430.16. This amount has been added accordingly in the complainant's a/c no. 791-501-008. The said additional amount is pertaining to a/c no. 791-501-010 of consumer by name Sai Kripa Laundry. The complainant has also filed the aforesaid bill before this Forum. He has also filed bill pertaining to his a/c no. 791-501-008 for the period from 03/01/2020 to 03/02/2020 which is for amount of Rs. 290.00. According to the complainant, since then the Respondent Undertaking is asking the complainant to pay the aforesaid amount of which is pertaining to the consumer by name Sai Kripa Laundry bearing a/c no. 791-501-010. It is submitted that the complainant has no concern with the said Sai Kripa Laundry. The Respondent Undertaking is also charging interest and thus including the interest, the aforesaid amount being demanded by the Respondent Undertaking is presently Rs. 3,25,000.00. It is also submitted that the Respondent Undertaking cannot demand the complainant to pay the amount pertaining to another consumer as he has no concern with the said Sai Kripa Laundry. Long back there was a small laundry being run on a bench, which was long back taken away by Corporation. The complainant has no concern with that laundry. The complainant had not given any consent for giving any electric connection to that laundry. The Respondent Undertaking is demanding the amount pertaining to the year 2013-2014. The Respondent Undertaking has not recovered the said dues for long period. The Respondent Undertaking cannot recover the amount of dues of 5-10 years back without giving any notice.

c) For all these reasons the complainant has submitted that aforesaid grievance be redressed.

4.0 The Respondent's case as stated by them in the reply and the documents produced before this Forum may be stated as under :

a) This is a case about outstanding unpaid arrears pertaining to the consumer Sai Kripa Laundry bearing a/c no. 791-501-010 amounting to Rs. 2,98,162.85. The details of the said account include that its consumer name is Sai Kripa Laundry and address is 1-A, Ground floor, Anand Nagar, Dr. Babasaheb Ambedkar Road, Matunga Labour Camp, Matunga, Mumbai - 400 019. The meter no. of Sai Kripa Laundry is H956962 installed on 29/11/2012. Thereafter from time to time the meters were changed and lastly meter no. C140110 was installed. This meter was removed on 16/11/2015 for non-payment of electricity bill. The arrears as on 16/11/2015 were Rs. 1,82,865.93 pertaining to the said a/c 791-501-010. Including the interest and other charges the said outstanding was Rs. 2,98,162.25 on 27/02/2020.

b) Site inspection was carried by outstanding recovery team on 01/01/2020. At that time it was found that supply to the premises was on through a/c no. 791-501-008 pertaining to the person by name Shri Shailesh Singh (the complainant) having address as 1, Ground floor, Anand Nagar, Dr. Babasaheb Ambedkar Road, Matunga Labour Camp, Matunga, Mumbai - 400 019. Therefore, on 03/01/2020, the Respondent sent

notice to the complainant Shri Shailesh Singh. However, the complainant refused to accept the notice. Thereafter, the Respondent scrutinized the papers of a/c no. 791-501-010. In the scrutiny, it was observed that the meter to Sai Kripa Laundry was installed on 29/11/2012. For this connection to Sai Kripa Laundry, the requisition no. 99003 was registered by the present complainant in the name of Sai Kripa Laundry on 26/07/2012 for the aforesaid premises at 1-A, Ground floor, Anand Nagar, Dr. Babasaheb Ambedkar Road, Matunga Labour Camp, Matunga, Mumbai - 400 019. On that requisition form, photo of Shri Shailesh Singh (the complainant) is affixed and near about six documents were annexed to the requisition form.

- c) These documents submitted with the said requisition, include Rent receipt, Shop & Establishment License in the name of Sai Kripa Laundry where the name of employer is mentioned as Shri Shailesh Singh, the complainant and address is mentioned as same above. These documents also include election ID card of the complainant, Shri Shailesh Singh, the electricity bill of old a/c no. 791-501-079 as it was lapse connection case of that account. Special Undertaking and Affidavit of Shri Shailesh Singh was also filed with this requisition. The complainant had also produced with the requisition, the Affidavit of Mrs. Nirmala D. Naravade in which she has stated that she has transferred the shop having aforesaid address to Shri Shailesh Singh, the complainant and the said shop was having the connection under a/c no. 791-501-079. In the said Affidavit, it is stated that Mrs. Nirmala Naravade had no objection to transfer the connection in the name of Shri Shailesh Singh. After considering these documents, the Respondent sanctioned the meter on 04/09/2012 and it was installed on 29/11/2012.
- d) According to the Respondent, after verifying that the aforesaid premises of consumer a/c no. 791-501-010 and the premises pertaining to a/c no. 791-501-008 is of the same person i.e. the complainant Shri Shailesh Singh, the outstanding of Rs. 2,98,162.25 pertaining to a/c no. 791-501-010 was debited to the a/c no. 791-501-008 in the month of March 2020.
- e) It is also submitted by the Respondent, Undertaking that Shri Shailesh Singh had approached Customer Care Dept. where he denied to accept that outstanding of Sai Kripa Laundry pertains to him.
- f) In such circumstances, according to the Respondent it is entitled to recover the outstanding pertaining to a/c no. 791-501-010 by way of including the same in the current a/c no. 791-501-008 of the complainant. Therefore, the Respondent has submitted that the complainant has no case at all and the complaint submitted before this Forum is liable to be rejected.
- g) The notice for the hearing was issued to the complainant on two occasions, one for the date of hearing on 18/01/2021 and another for the date of hearing on 28/01/2021. On both the occasions, serving official of the Forum found that the premises of the

complainant on the given address was locked and therefore the notice was given to his neighbour. On 18/01/2021 the matter was therefore adjourned. On 28/01/2021 the complainant was again absent for hearing. So, considering the aforesaid circumstances and considering that the complainant is absent and also considering report of official of the Forum that on the given phone number the complainant has not been giving response, the Forum decided to proceed to decide the matter ex-parte under Regulation 8.14 of MERC (CGRF & EO) Regulations, 2020. Therefore, the Forum has examined the record and heard the representative of the Respondent on 28/01/2021 and then reserved the matter for order and accordingly order is being passed as herein.

5.0 In view of the above, submissions of the parties in their pleadings and documents and the oral submissions of the representative of the Respondent , the following **points arise for determination**, on which we record our findings as under, for the reasons to follow.

Sr. No.	Points for determination	Findings
1	Whether the complainant is liable to pay the outstanding pertaining to Sai Kripa Laundry having a/c no. 791-500-010.	Yes
2	What order should be passed ?	Dismissed

6.0 **We record reasons for aforesaid findings as under :**

- a) It is not disputed that the complainant, Shri Shailesh Singh is a consumer of the Respondent and he is having consumer no. as 791-501-008. It is also not disputed that the Respondent has added outstanding amount of Rs. 2,98,162.25 pertaining to a/c no. 791-501-010 of Sai Kripa Laundry in the aforesaid admitted account of the complainant bearing no. 791-501-008.
- b) The dispute is, as to whether the complainant is having any concern with the a/c no. 791-501-010 to which the aforesaid outstanding amount pertains. The complainant in his complaint has stated that he has no concern with the said consumer account of Sai Kripa Laundry. However, the documents produced by the Respondent with their reply show that the complainant Shri Shailesh Singh is the person who had obtained the electric connection for a/c 791-501-010. In this regard the documents are at pg/ 11-C to 77-C. These documents include record about outstanding pertaining to a/c no. 791-501-010, application for supply of energy dtd. 24/02/2012 in the name of Sai Kripa Laundry having the aforesaid address as 1-A, Ground floor, Anand Nagar, Dr. Babasaheb Ambedkar Road, Matunga Labour Camp, Matunga, Mumbai - 400 019 having photograph of Shri Shailesh Singh and accompanied documents such as rent receipts pertaining to the said shop no. 1-A, Anand Nagar, Matunga Labour Camp, registration certificate of establishment with the MCGM in the name of Sai Kripa Laundry and

mentioning the name of employer as Shri Shailesh Singh having address as 1-A, Ground floor, Anand Nagar, Dr. Babasaheb Ambedkar Road, Matunga Labour Camp, Matunga, Mumbai - 400 019, election ID card pertaining to Shri Shailesh Singh, electricity bill pertaining to earlier a/c no. 791-501-079 in the name of Nirmala Laundry shop on the same address, special undertaking in the name of Sai Kripa Laundry on the aforesaid address, Affidavit of Mrs. Nirmala Naravade pertaining to the said shop at 1-A, Ground floor, Anand Nagar, Dr. Babasaheb Ambedkar Road, Matunga Labour Camp, Matunga, Mumbai - 400 019 mentioning that the said Mrs. Nirmala Naravade has transferred / sold the said shop having a/c no. 791-501-079 to the complainant Shri Shailesh Singh. All these documents show that the complainant had applied for transfer of electric connection in his name from the name of Mrs. Nirmala Naravade who was having a/c no. 791-501-079. On such application and documents submitted by the complainant, the Respondent has given electric connection to Sai Kripa Laundry. This means that the complainant is owner of the Sai Kurpa Laundry and therefore the bills pertaining to the said Sai Kripa Laundry having a/c no. 791-501-010. Therefore the contention of the complainant in his complaint that he has no concern with Sai Kripa Laundry is false and cannot be accepted.

- c) From the aforesaid discussion, it becomes clear that the complainant is the consumer pertaining to both the accounts i.e. 791-501-010 as well as 791-501-008. Admittedly, he has been paying bills pertaining to a/c no. 791-501-008. Now the question is whether the Respondent is entitled to add the outstanding pertaining to a/c no. 791-501-010 in the a/c no. 791-501-008 which is admittedly pertaining to the complainant. The Respondent's representative has submitted that as the consumer of both the accounts is same, the Respondent can recover the outstanding pertaining to consumer's a/c no. 791-501-010 by adding the amount to consumer's a/c no. 791-501-008 and there is no legal bar restraining the Respondent from doing so. We find merits in these submissions of the representative of the Respondent. We do not find any law which prevents the Respondent to add dues of one account to the other account of same consumer. It appears that the electric connection pertaining to 791-501-010 was disconnected and meter was removed on account of default in payment of outstanding bills pertaining to the said account. The meter of said a/c no. 791-501-010 was removed on or about 16/11/2015 and at that time the dues were Rs. 1,82,865.93 as per the submissions of the Respondent. Including the interest, in the year 2020, these arrears now have been raised to the amount of Rs. 2,98,162.25. This amount was therefore added by the Respondent in the complainant's a/c no. 791-501-008 in the year 2020 i.e. in the bill of March 2020. The complainant had been complaining about it since thereafter and has not paid the amount, hence interest is being charged accordingly on the due amount. Therefore, the complainant has mentioned this amount as Rs. 3,25,000.00 which is mentioned in the current bill. Thus we hold that the Respondent is entitled to recover the dues of a/c no. 791-501-010 from the complainant having another a/c 791-501-008 by debiting these dues to the said a/c no. 791-501-010 of the complainant. We could not notice any legal bar against the Respondent in this regard.

- d) As far as the contention of the complainant in his complaint submitted to this Forum about limitation period for recovery of dues is concerned, we also do not find any substance therein. No doubt the electric supply was stopped and meter was removed pertaining to 791-501-010 on or about 16/08/2015 and the dues are pertaining to the period prior to this date i.e. of the year 2013-2014 etc. The complainant has not remained present at the time of hearing before this Forum to point out under what provision the Respondent's aforesaid claim is time barred.
- e) It may be noted that the Respondent had been showing the arrears pertaining to the said a/c no. 791-501-010 in the a/c maintained by the Respondent. In view of above facts, we do not find that the provision of Section 56 of Electricity Act, 2003 to restrain the Respondent from recovering the arrears beyond two years' period, is applicable to the facts of the instant case. In sub-section (1) of 56 it is provided that the Distribution Licensee can cut off the supply of electricity if the consumer neglects to pay the bill. In sub-section (2), it is provided that no sum due from any consumer under this section shall be recovered after a period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrears of charges for electricity supplied.
- f) In this case, it appears that the Respondent had been continuously showing the arrears pertaining to a/c no. 791-501-010 as recoverable arrears of charges for electricity supply. The Respondent has filed a copy of computer statement of a/c 791-501-010 in which the arrears pertaining to this consumer account are shown from January 2013 onwards upto November 2020. In November 2020, this consumer account shows arrears of Rs. 3,19,554.35. This account shows monthly arrears from time to time. Thus, it can be said that the Respondent had been showing the continuous arrears in complainant's account as recoverable arrears of charges of electricity supplied.
- g) For all the aforesaid reasons, we have recorded affirmative finding on point (1) and in respect of point (2) we hold that the complaint has no merits and it is liable to be dismissed.

7.0 Hence, we pass the following order.

ORDER

1.0 The grievance no. N-GN-417-2020 dtd. 24/11/2020 stands dismissed.

2.0 Copies of this order be given to all the concerned parties.

sd/-
(Shri. R.B Patil)
Member

sd/-
(Shri S.A. Quazi)
Chairman