

		Date	Month	Year
1	Date of Receipt	01	12	2021
2	Date of Registration	01	12	2021
3	Decided on	06	04	2022
4	Duration of proceeding	126 days		
5	Delay, if any.	66 days		

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. GN-006-2021 dtd. 01/12/2021

Mr. Hashmatulla Rahamatulla Khan..... Complainant

---VERSUS---

- 1) B.E.S.&T. Undertaking..... Respondent (1)
2) Mrs. Sufia Tahir Shaikh..... Respondent (2)
3) Mr. Anwar Shaikh..... Respondent (3)

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Members

1. Shrimati Anagha A. Achrekar Independent Member.
2. Shri S.S. Bansode, Technical Member.

On behalf of the Complainant : Shri Ishtiyag A. Shaikh.
On behalf of the Respondent No.1 : Smt. Pramila Nikale & Shri Tufail Ahmed
On behalf of the Respondent No.2 : Smt. Sufiya Shaikh & Shri Sayad Imran
On behalf of the Respondent No.3 : None.

Date of Hearing : 30/03/2022
Date of Order : 06/04/2022

Judgment

- 1.0 This complaint was received and registered on 01/12/2021 on the portal of the office of this Forum. However, due to pandemic of Covid-19, lockdown was declared by the Government from 23/03/2021 onwards and it was extended from time to time and subsequently the guidelines were issued by MERC in that respect. Necessary precautions are still required to be taken to avoid spread of the disease. Hearing the parties virtually was best option in this regard. However, parties did not choose this option and they did not express their readiness for hearing through video conferencing. Moreover, the matter involved interest of multiple parties and it was thought necessary to give opportunity of hearing to all of them and hence notices were required to be served on them. In return they took their own time to file their say and documents. For these reasons, the matter could not be heard for a long period. After all these formalities having been completed, the matter has been heard on 30/03/2022 and now the judgment is being given. For these reasons the matter could not be decided within the time prescribed by the Regulations. Therefore, the delay of 66 days has occurred in deciding this complaint.
- 2.0 The complainant (Hashmatulla Rahamatulla Khan) has grievance about respondent No.1's (BEST Undertaking's) decision/order dt.05/10/2021 on his application for giving new electric connection to his premises addressed as "Room No. 5, Chawl No.3 Farzand Ali Chawl, Dharavi Main Road, Dharavi, Near Johnson and Johnson Company Mumbai-400017". By the impugned order, the Respondent No.1 has observed that the premises in question has already an electric connection in the name of Respondent No.3/Anwar Shaikh under consumer a/c No. 781/711/073, through electric meter No. C056331, with incorrect address as Room No. 6, in the record of the respondent/BEST Undertaking, instead of Room No.5. With these observations, the Respondent No.1 (BEST Undertaking) by their letter dt.05/10/2021 has asked the complainant to get change of name and address correction by taking NOC from seller or their legal heirs, within 15 days from the date of receipt of this letter, failing which, it has been stated in the letter that the application shall stand cancelled without any further intimation to the complainant.
- 3.0 The following facts can be said to be not in dispute between the parties:
- a) There is a building called Farzand Ali Chawl having address as "Farzand Ali Chawl No.3, Mayor Compound, Dharavi Main Road, Dharavi, Mumbai-400017." (Herein after it shall be referred to as "the Chawl No.3") The Chawl building comprises of front row of rooms bearing Rooms Nos. 1 to 6 back side row of six rooms parallel to front row rooms. The complainant is seeking new electric connection in one of these rooms, which bears Room No. 5. The present land lady of this Chawl is Smt. Shabnam Mohammed Rafique.
- b) The complainant is claiming to have purchased the occupancy rights of said Room No.5 from one Mohmmad Tahir Shaikh, by an unregistered document of agreement of sale

dt.12/06/2019. Said Tahir Shaikh has died somewhere in the year 2019. The Respondent No. 2/Sufiya is claiming that said Tahir Shaikh was her husband and she has opposed the application of the complainant by denying that Tahir Shaikh sold his rights to the complainant. Respondent No. 3 Anwar Ali is brother of Tahir Shaikh.

- c) There exists an electric connection in the name of Respondent No. 3/Anwar Shaikh under consumer a/c No. 781-711-073, through electric meter No.C056331. In the record of the Respondent No.1/BEST Undertaking, the address of this connection is mentioned as "Room No. 6, Farzand Ali Chawl, Dharavi". There exists another electric connection in the premises having address of Room No. 6, in the name of one Mehmudunnisa, under consumer a/c No. 781-711-039 through meter No.B023151.This Room No.6 is situated in the said Farzand Ali Chawl (Chawl No.3) adjoining to Room No.5 in the front row.

4.0 The Complainant's case, as is mentioned in the grievance application and as submitted by his representative, in the course of hearing before this forum, may be stated as under:

- a) The complainant does not agree with the above said observations and directions of the Respondent No. 1 given in their impugned letter dt. 05/10/2021.
- b) The complainant has purchased the said premises room No.5 from Mohammed Tahir Shaikh on 12/06/2019 and the land lady has transferred tenancy and the rent receipt of the said premises from Mohammed Tahir Shaikh in favour of the complainant. The land lady has also given no objection certificate in favour of the complainant in this regard and these documents have been submitted by the complainant to the Respondent No.1/BEST Undertaking. According to the complainant, in view of these documents, there is no need of seeking consent of heirs of the earlier owner/occupier of the premises in question.
- c) About the case of the Respondent No.1/BEST Undertaking that their official investigated and gave report that Meter No. C-056331, consumer a/c No. 781-711-073 exists in the premises in question in the name of Anwar Shaikh (respondent No.3), the complainant submits that the land lady has given an application dt.29/09/2021 to the Respondent No.1 to disconnect this connection, as the said Anwar Shaikh is not her tenant. According to the complainant, when the land lady has not accepted said Anwar Shaikh as her tenant and hence the existing electric connection in his name is not legal and thus Anwar Shaikh cannot be considered as lawful consumer. Therefore, it is submitted by the representative of the complainant that no question arises for complainant to apply for change of name of consumer from name of Anwar Shaikh to the name of the complainant. The representative of the complainant has also submitted that Anwar Shaikh's connection does not exist in the Room No. 5 of complainant but it exists in the room which is situated on the back side of the Room No. 4, which is adjoining to the room No. 5 of the complainant. Therefore, according to the representative of the complainant, the case of the respondent No. 1/BEST

Undertaking is wrong to say that the premises of Room No. 5 of complainant already has an electric connection in the name of Respondent No. 3/Anwar Shaikh.

- d) In the additional submissions given by the representative of the complainant in response to the replies submitted by all the respondents before this Forum, it has been mentioned that the objections raised by Respondent No.2/ Smt. Sufiya are also not tenable for the reasons that (i) she has not produced any evidence of her relation with Mohammed Tahir Shaikh as his wife, (ii) it is an admitted fact that she is not tenant of the Farzand Ali Chawl, (iii) she has not produced any rent receipt or rent agreement to prove that she is tenant, (iv) she has not challenged the documents executed by Mohd. Tahir Shaikh in favour of the complainant by filing any suit or proceeding before any court of law, (v) she has misguided the forum by producing old rent receipts issued by court receiver, whereas now the land is in the care and custody of the land lord, (vi) as the premises is private property and the land lady has accepted the complainant as her tenant, the consent of the land lady in favour of the complainant holds good position as against the objections of the third parties (vii) Normally BEST Undertaking considers NOC of land lord for installation of meter in private premises (viii) in application No. 486025/2021, similar issue was involved and objection letter was received from owner of adjoining room, but connection was sanctioned and hence applicant may be granted connection on the ground of parity.
- e) It is submitted by the representative of the complainant that it may be true that the complainant had taken electricity from the connection of Respondent No. 3 Anwar Shaikh, but on that basis it cannot be said the premises of the complainant has already electric connection and hence he is required to make application for change of consumer-name and he is required to follow procedure for change of consumer etc. As regards the objections of Respondent No.2/Smt Sufiya, the representative of the complainant has produced copies of notarized agreement of sale, allegedly executed by Mohd. Tahir Shaikh thereby selling the premises to the complainant. He has also produced notarized affidavits of its attesting witnesses 1) Mohd. Azim Khan and 2) Mohd. Haseeb wherein these witnesses have stated that the agreement of sale was executed by Mohd. Tahir Shaikh in their presence. Therefore, it is submitted that the objections of Respondent No.2, are liable to be rejected. Hence it is submitted by the representative of the complainant that the respondent No.1 be directed to give new connection to the said premises in the name of the complainant.

5.0 The Respondent No.1/BEST Undertaking (Licensee) has filed its reply and has submitted that the instant grievance application has no substance and it is liable to be dismissed. The case as pleaded by the Respondent No.1 BEST Undertaking and as submitted by its representative, in the course of hearing before this forum, may be summarized as under:

- a) According to the respondent No.1, it has received complaint dt.28/08/2021 from Respondent No.2/ Smt. Sufiya Shaikh, in which she has alleged that Respondent No.3/ Mr. Anwar Shaikh has fraudulently changed the electric meter No. C056331 of a/c No.

781-711-073*9, which, according to her, was in the name of her husband Mohd. Tahir Shaikh. She requested to Respondent No. 1 to provide to her the documents submitted by Anwar Shaikh for getting the meter changed to his name. There upon the Respondent No.1, by letter dt.01/12/2021, informed to Smt. Sufiya that papers about installation of said meter are not available in the office and no record is found in respect of any meter/connection in the name of Mohd. Tahir Shaikh, but in the record of this account it is mentioned that this electric connection was given in the year 1991 in the name of respondent No.3 Anwar Shaikh for room No.6 (according to respondent No.1 correct room number is 5)

- b) Thereafter, Respondent No.2/ Smt. Sufiya Shaikh again complained to vigilance department of the respondent No.1 by her letter dt. 09/09/2021. In it, she has alleged that Respondent Anwar Shaikh has disconnected meter No. 056331 of a/c No. 781-711-073, which is installed for Room No.5 and is using it for Room No. 4, for which meter No. F060140 of a/c No. 781-711-101 already exists. In the said complaint, respondent No.2/Smt. Sufiya has further alleged that tenant Hashmatulla Khan is trying to get new electric meter in his name for room No. 5 illegally, whereas she is entitled to get the supply in her name being widow of deceased occupier Mohd. Taher. On such complaint of Respondent Smt. Sufiya, official of the Respondent No.1 Undertaking carried out inspection and investigation and found that the complainant Mr. Hashmatullah is living at Room No. 5 and is using meter No. C056331 of a/c No. 781-711-073, and at adjacent Room No. 4, Mr. Mohd. Yunus Shaikh is living and is using supply from meter No. F060140 of a/c No.781-711-101.
- c) Again on 07/10/2021, Respondent No.2/ Smt. Sufiya Shaikh sent complaint to vigilance department and thereupon vigilance department inspected the premises on 18/10/2021. The vigilance department found that meter No. C056331 is working for ground floor Room No.5.
- d) On 08/09/2021 the complainant Hashmatullah filed on line application No.2109198059 for giving new electric connection in his name for Room No. 5. On receiving this application, site investigation was made on two occasions by the official concerned of the BEST Undertaking. First time supply to Room No. 5 was found on from meter No.F060140 of a/c No.781-711-101, which belongs to room No.4. Second time supply to Room No. 5 was found from meter C056331 of a/c No. 781-711-073. The said investigating official reported that it seems that the applicant/present complainant Hashmatullah is misguiding to the Respondent No. 1/BEST Undertaking to get new meter in his name.
- e) According to the Respondent No.1, on three occasions the supply to Room No. 5 was found on from meter C056331 of a/c No. 781-711-073. Therefore it is clear that for Room No. 5 already a meter exists. Therefore, new meter cannot be given to it. Accordingly complainant has been informed and hence the Respondent No.1 has committed no wrong. Hence it is urged that the complaint is liable to be dismissed.

6.0 The Respondent No. 2/ Smt. Sufiya has filed her reply before this forum and opposed the complainant's case. Her case may be summarized as under:

a) According to the respondent No.2, Mohd Tahir Shaikh owned the room No. 5. He expired in the year 2019 and after his death Respondent 2, being his widow, succeeded the said room No. 5 and she is entitled to get the electric connection in this premises in her name. According to her, the contentions of the complainant and the respondent No.3 Anwar Shaikh are false. Earlier the electric connection in room No. 5 was in the name of Md. Tahir. However said Anwar Shaikh played fraud by using false documents and got the said connection in his favor by disconnecting the supply of room No. 5. He is purporting that the connection under a/c No. 781-711-073 is pertaining to room No. 6 and this room is separate from Room No. 5. However it is false contention of respondent No. 3 Anwar Shaikh, because already there exists a room which bears room No. 6 and it belongs to some other person by name Mohd. Azam Shaikh. Thus it is the case of Smt. Sufiya that the said connection under a/c No. 781-711-073 belongs to Room No. 5.

b) With regard to the case of the present complainant that he purchased the Room No. 5 by notarized document of sale agreement dt.12/06/2019, the respondent No. 2 has submitted that false and forged documents have been prepared by the complainant in collusion with other persons. No such document was executed by Mohd Tahir Shaikh to sell the Room No. 5. The representative of the respondent No.2 has produced colour photo copy of passport of Tahir Shaikh to show genuine signature of Tahir Shaikh on it for comparison of it with the purported photo copied signature on the said agreement of sale. He has submitted that on making comparison of the two sets of signatures, it is clear that the purported signatures of Mohd Tahir on agreement of sale do not tally with his genuine signatures on the passport. This shows that the document of sale is fake and forged. The cash payment of Rs. 30,00,000/- mentioned in it to have been made by complainant, cannot be believable. It is submitted that the respondent No. 2 has made complaint to police against the complainant about forgery and fraud and she is also going to take other proceeding in this regard.

c) Therefore the respondent No. 2 has urged to dismiss the present grievance application.

7.0 The respondent No. 3/Anwar Shaikh has filed his reply before this forum and opposed the case of the respondent No. 2 about her allegation that he has changed Mohd.Tahir Shaikh's connection to his name and about use of false documents to get it done so. His case may be summarized as under:

a) It is the case of the respondent No. 3 Anwar Shaikh that he took electric connection in his own premises, which is room No. 4 in the said Farzand Ali Chawl No.3 in the house room No. 6 with mutual understanding amongst the brothers as subdivision. As per record, room No. 4 belongs to five brothers namely-1) Mohammed Tahir Shaikh, 2) Mohammed Yunus Shaikh. 3) Mohammed Ayub Shaikh, 4) Mohammed Anwar Shaikh and

5) Mohammed Sarwar Shaikh. The land lord used to issue rent receipt in the name of Mohammed Yunus and brothers.

- b) As per record the room No. 5 was wholly in the name of Mohammed Tahir Shaikh's name as he had purchased it in his name. This respondent has not committed any fraud, as alleged by the respondent No. 2/ Sufiya.
- c) As regards the case of the respondent No.1/BEST Undertaking that Room No. 5 has meter No. C056331, under a/c No. 781-711-073, it is submitted by respondent No. 3 Anwar Shaikh that since he is not residing in the said premises, his meter No. C056331 has been rotating from room No. 4 to room No. 5 by the complainant Hashmatulla Khan without knowledge of respondent No.3. One Azim Khan had requested the respondent No. 3 to give electricity to the complainant Hashmatulla Khan on humanitarian ground and, therefore, he gave electric supply to complainant in room No.5 till he gets his own connection. As the rent receipt is in the name of Mohd. Yunus Shaikh and brothers,the letter issued by the land lord that respondent No. 3 is not his/her tenant is not correct.
- d) The respondent No. 3 has pleaded that his meter be protect in his name.

8.0 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 complainant is entitled to get new electric connection in room No.5 without complying the instructions and requirements and without satisfying the queries and without removing objections of the respondent No. 1 to its reasonable satisfaction?	In negative
2.	What order is required to be passed by this forum to dispose of this grievance application?	The grievance application is required to be dismissed, as is being indicated in the operative order being passed herein below.

9.0 We record reasons for aforesaid findings on the above point No.(1) and (2) 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-3 herein earlier.
- b) From the facts pleaded and the documents produced by the parties and as noted herein earlier, it can be said that the case of the complainant Hashmutullah is that he has purchased the premises bearing Room No. 5 having address as “Room No. 5, Chawl No.3 Farzand Ali Chawl, Dharavi Main Road, Dharavi, Near Johnson and Johnson Company Mumbai-400017”. He claims to have purchased it from Mohd. Tahir Shaikh for a consideration of Rs. 30,00,000/- He claims that this huge amount has been paid by him to Mohd. Tahir in cash and in return, Mohd. Tahir has executed an unregistered agreement of sale and surrendered the premises to the complainant. In support of the above contentions, the complainant has produced copy of this agreement of sale and affidavits of its attesting witnesses. The document of agreement of sale shows that the agreement bears date of its execution and notarization with notary as 12/06/2019 and its attesting witnesses are named therein as 1) Azim Khan and 2) Mohd. Haseeb. The agreement of sale has contents that by this document the said Mohd. Tahir has sold the premises bearing Room No. 5 to the complainant Hashmatullah Khan for Rs. 30,00,000/- on 12/06/2019. The attesting witnesses of this document 1) Azim Khan and 2) Mohd. Haseeb have stated in their affidavits, that the said transaction took place as mentioned in the agreement of sale and parties to the document including Mohd. Tahir have put their signatures. The complainant has produced the copy of rent receipt of Room No. 5 of Chawl No. 3 showing therein name of Mohd. Tahir as tenant and it is about payment of rent for the month of Sept. 1994. The complainant has also produced the copy of rent receipt of Room No. 5 of Chawl No. 3 showing therein name of Mohd. Tahir as tenant and it is about payment of rent for three months from Jan. 2021 to March 2021. The complainant has also produced the copy of rent receipt of Room No. 5 of Chawl No. 3 showing therein name of complainant Hashmatullah as tenant and is about payment of rent for three months from April 2021 to June 2021. He has also produced copy of letter dt. 07/09/2021 allegedly issued by Land lady Smt. Shabnam Rafique Shaikh addressing to the customer care department of BEST Undertaking, expressing her no objection for giving new electric connection to the complainant for Room No. 5. The complainant has also produced the copy of certificate bearing date as 07/09/2021, alleged to have been issued by Land lady Smt. Shabnam Rafique Shaikh stating therein that the complainant is her tenant in respect of Room No. 5 of Chawl No.3. On the basis of these documents, the complainant is claiming that he is lawful occupier of the room No.5 and, therefore, he has urged before this forum that his application for new connection should be allowed, by the BEST Undertaking.
- c) It may be noted that it is not disputed by the parties that Mohd. Tahir Shaikh was lawful tenant of Room No. 5 of Chawl No.3, described above. It is not in dispute that the said Mohd. Tahir died somewhere in the year 2019. However, it is the case of

respondent No.1/BEST Undertaking that as per its record and investigation, the electric connection given under a/c No, 781-711-073 through meter No. C056331 is given for this Room No. 5, but that connection is in the name of Anwar Shaikh (Respondent No.3)The respondent No.1/Undertaking has no record for showing that this connection under a/c No. 781-711-073 through meter No.C056331 or any other connection having been given in the name of deceased Mohd. Tahir Shaikh. No document has been produced by the Respondent No.2/Smt. Sufiya in support of her case that earlier the electric connection for Room No.5 was in the name of Mohd. Tahir Shaikh and Anwar Shaikh (Respondent No.3) has changed the name of consumer of this connection, from the name of Mohd. Tahir Shaikh, to his own name. Therefore, her contentions in this regard prima facie and in the face of presently available record seem to be without any document.

- d) The present status of the investigation of the Respondent No.1/BEST Undertaking is, therefore, that the electric connection given under a/c No, 781-711-073 through meter No. C056331 for the said Room No. 5 is in the name of Respondent No. 3 Anwar Shaikh. However, it is the case of the Respondent No.1/BEST Undertaking that in their record, instead of Room No. 5 it is recorded as Room No. 6 for this connection under a/c No. 781-711-073 through meter No. C056331. This contention appears to be correct if we examine the sketch map produced by the representative of Respondent No.1 with their additional reply filed before this forum on 23/03/2022.It is submitted by the representative of the Respondent No.1/ BEST Undertaking that recently their official gave visit to the site and in the light of their available record, the official has prepared said sketch map. In this sketch map, topographical position and situation of the said Chawl No. 3 and its constituents/Rooms are shown. Two rows of rooms are shown in this sketch map. In the front row six rooms bearing No. 1 to 6 are situated. Room No. 6 is shown in the name of Mehmudunnisa and electricity is provided to this room No. 6 under a/c No. 781-711-039 through meter No. B023151. Therefore A/c No.781-711-073 and meter No. C056331 cannot be of Room No. 6, as is rightly urged by the representative of the Respondent No.1. Therefore, it appears that in the bills and record available with Respondent No.1 about a/c No, 781-711-073 meter No.C056331, instead of Room No. 5 it is wrongly recorded as Room No. 6. In the light of the above circumstances, such an inference will have to be drawn and the case of respondent No.1 in this regard will have to be accepted. It is further seen in the said sketch map that on back side of the above said front row of Room No. 1 to 6, another row of six rooms is situated in such a way that one of these rooms of this back side row is situated on back side of each of Rooms No. 1 to 6 of front row. Rooms situated in this second row (back side row) on the respective back sides of room No. 4 and disputed 5 have not been allocated separate room numbers. They are shown as parts of these rooms No. 4 and 5 respectively. Room No. 4 in the front row and its back side room of back-side row constitute one premises and it is in the name of Mr. S.M. Yunus and it has electric-connection under a/c No. 781-711-101 through meter No.F060140 in the name of said S.M.Yunus. Thus back side room of room No. 4 is of Mr. Yunus and it has connection in his name with room No.4 under a/c No. 781-711-101 through meter No.F060140. According to respondent No.1, this is as per their record also. Therefore, Respondent No. 3/Anwar Shaikh's contention that the

electric connection under a/c No.781-711-073 and meter No.C056331 is for back-side room of room No.4, seems to be without record. Respondent No. 3/Anwar sheikh has not explained how in his electric bills, Room No. 6 is being shown instead of backside room of room No.4, if his case is correct. In his reply, he has tried to say that said room room No. 4's tenancy is in the name of Yunus Shaikh and brothers including Anwar Shaikh and rent receipt is also issued likewise and thus room No.4 is sub-divided and back side room is it's subdivision and it is allocated to him and for his portion of the premises bearing room No.4, the said connection is given to him under a/c no. 781-711-073. But his said contention is not supported by any other document. On the contrary this contention of respondent No. 3 Anwar Shaikh is contradicted by electric bills, which are for room No.6, and not for the room situated behind Room bearing number as "4", as described in the sketch map. The respondent No.1/Undertaking has produced copy of letter bearing date as 30/09/2021 addressed to the superintendent of BEST undertaking. It appears to have been issued by land lady of Farazand Ali Chawl (Chawl No. 3) By this letter, the land lady appears to have informed to the Respondent No.1/ BEST Undertaking that Respondent No.3/Shaiikh Anwar is not her tenant and hence she has requested the Undertaking to disconnect the supply being provided to room No. 5 (wrongly mentioned as Room No.6) under the a/c No.781-711-073 and through meter No.C056331 in the name Anwar Shaikh.

- e) In the light of the above circumstances, the claim of the complainant will have to be examined that he is entitled for new electric connection in his name for Room No. 5, in the said Farzand Ali Chawl (Chawl No.3) without reasonable satisfaction of the Respondent No.1/ BEST Undertaking about genuineness of his claim. It may be noted that the Respondent No.1/BEST Undertaking is a distribution licensee under the Electricity Act 2003 and the MERC Regulations framed under that Act of 2003. The licensee has every right to be satisfied reasonably, as per the prevailing norms, to ascertain that person applying for supply of electricity has genuine claim of occupation of the premises in question and there is no dispute about his occupation which is required to be decided by competent court of law. In the instant case, the claim of the complainant that there is no electric connection existing in room No. 5 under the a/c No.781-711-073 and through meter No.C056331 in the name Anwar Shaikh, is prima facie under the clouds of doubts. Moreover his case that Mohd. Tahir Shaikh has executed the agreement of sale dt. 12/06/2019 and thereby sold the Room No. 5 in his favour, has been challenged by the Respondent No.2/ Smt. Sufiya on various grounds including the following:-
- (i) That signature on the document purported to be of Mohd.Tahir Shaikh is not of Mohd. Tahir Shaikh as it is totally different than the genuine signatures of Mohd. Tahir Shaikh appearing on his pass-port,
 - (ii) That the payment of consideration of huge amount of consideration of Rs. 30,00,000/- mentioned in the document of agreement of sale by the complainant to Mohd. Tahir Shaikh, is contrary to the financial rules and regulations framed by

the Government under Income Tax Act etc and, therefore, the payment of consideration is fake and imaginary,

- (iii) That raising these issues about the genuineness of the said document of agreement of sale, the respondent No.2/ Smt. Sufiya has given various complaints to the police authorities and she has produced copies of those complaints in this proceeding and she has submitted that she is in the process of filing criminal and civil cases in courts of law to challenge the said document.
- f) The representative of the complainant has submitted that the respondent No.2/Sufiya has not produced any document to show that she is wife and heir of Tahir Shaikh. It is submitted that even in the ration card, copy of which is produced by respondent No.1 with their documents and reply, show that her name is not mentioned in it as member of family of Mohd. Tahir Shaikh and, therefore, she has no *locus-standi* to challenge the genuineness of the said transaction of agreement of sale, particularly when land lady of the chawl has admitted the complainant as her tenant for Room No.5. However, we find that *prima-facie* these circumstances are not sufficient to rule out the grounds raised by Smt. Sufiya Shaikh. We hold so on examination of all the aforesaid circumstances of the case. If purported signature of Mohd. Tahir Shaikh on the photo copy of document of agreement of sale is compared with his signatures appearing on photo copy of his passport, as produced by Smt. Sufiya, it would appear that there is sufficient scope to doubt the genuineness of purported signature of Mohd. Tahir Shaikh on the document of the agreement of sale. Therefore, until the parties get the dispute resolved from competent court of law, it would not be safe for the Respondent No. 1 to act upon this document, even though the land lady has given no-objection certificate in favour of the complainant. Admittedly Mohd. Tahir was the tenant of Room No.5 and, according to complainant, Mohd. Tahir sold his rights to the complainant by the document of agreement of sale dt. 12/06/2019. However, there is no endorsement of the land lady on this document stating that she agrees to this transaction between complainant and the tenant Mohd. Tahir Shaikh. Hence, *prima facie*, giving of no-objection by the land lady in favour of the complainant, in the year 2021, seems to be after thought. Therefore, possibility of conspiracy between the land lady and the complainant, for their own convenience and gain and for giving go by to the rights of heirs of the deceased tenant Mohd. Tahir, cannot be ruled out, in the light of the fact that *prima facie* the signature of Mohd. Tahir on the agreement is doubtful and, by ignoring provisions of Income Tax Act and Rules and regulations there under, payment of huge amount of Rs. 30,00,000/- in cash is also *prima facie* doubtful.
- g) It may be noted that clause 5.6 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensee Including Power Quality) Regulations 2021 (for short MERC Supply Code 2021) provides that in case of an application for new supply-connection, distribution licensee may seek documents and details, along with application form, including proof of ownership (in case of owned premises) and proof of occupancy (in case of leased premises) In clause 5.7 of the MERC Supply Code 2021, it is provided that in case of any deficiency, same shall be intimated

by the licensee to the applicant. It is also provided that if applicant does not remove the defects within 15 days, the distribution licensee shall reject the application as incomplete with intimation to the applicant. In case of an application for change of name of registered consumer, provisions of clause 12 of MERC Supply Code 2021 apply. Clause 12.3 of the MERC Supply Code 2021 requires that application for change should be accompanied by (a) consent letter of the transferor for transfer of connection in the name of transferee; (b) in absence of a consent letter, any one of the following documents in respect of the premises: (i) proof of ownership of premises/occupancy of premises, (ii) in case of partition, the partition deed, (iii) registered deed; or succession certificate; (c) photocopy of license/permission with respect to the purpose for which electricity is being supplied to the premises, if required by statute. In the instant case the complainant's application to the Respondent No.1/BEST Undertaking (Distribution Licensee) was for new connection claiming that the applicant has purchased the tenancy rights of room No. 5 from tenant Mohd. Tahir Shaikh and the land lady has accepted him as tenant. So the complainant has to satisfy to the distribution licensee about his tenancy reasonably by producing proof of occupancy. Secondly, the Respondent No.1/ BEST Undertaking (Distribution Licensee) has to seek its satisfaction as to whether new connection can be given, when its record shows that there exists already a supply-connection for the premises.

- h) In the instant case, in the totality of the circumstances appearing from the respective contentions of the parties, what we find is that there exist multiple disputes raised by the Respondents No.(2) about ownership and occupancy of the applicant in respect of the premises of room No. 5. There is a dispute about genuineness of document of agreement of sale dt.12/06/2019 and also about his right to be lawful tenant of Room No.5. There is also a dispute about complainant's case that the electric connection under a/c No.781-711-073 and through meter No.C056331 is not for Room No.5. The complainant has not established that there exists no such connection for Room No. 5. In other words, prima facie there exists electric connection for room No. 5 under a/c No.781-711-073 and through meter No.C056331. In such circumstances if the respondent No. 1 has asked the complainant to produce the NOC of existing consumer of a/c No.781-711-073 and NOC of heirs of the occupier or tenant, we do not find it to be illegal and unreasonable. In case of reasonable doubt about complainant's right to get separate and new electric connection it is the right of the licensee/respondent No.1 to seek explanation for being reasonably satisfied about such doubts and unless and until such satisfaction is arrived at, the Respondent No.1 / BEST Undertaking (Distribution Licensee) is entitled to refuse new connection to the premises for which new connection is applied for, in view of the provisions of clause 5.7 or 12.3 of the MERC Supply Code 2021, as noted herein earlier.
- i) In view of the aforesaid reasons, we have recorded our negative findings on point No.1. In view of this, the grievance application will have to be dismissed, as is being indicated in the operative order being passed herein below. Accordingly, we have answered the point (2). Accordingly, the grievance application is required to be disposed off by this Forum. Hence we pass the following order.

Order

- 1.0 The instant grievance application No. GN-006-2021 dtd. 01/12/2021 filed before this Forum is dismissed.
- 2.0 Copies of this order be given to all the concerned parties.

Sd/-
(Shri. S.S. Bansode)
Technical Member

Sd/-
(Smt. Anagha A. Acharekar)
Independent Member

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