

		Date	Month	Year
1	Date of Receipt	13	08	2021
2	Date of Registration	17	08	2021
3	Decided on	22	11	2021
4	Duration of proceeding	97 days		
5	Delay, if any.	37		

**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-FS-438-2021 dtd. 17/08/2021**

Shri Jamil Ahmed Azimullah Khan .....Complainant

V/S

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

**Present**

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

1. Smt. Anagha A. Acharekar, Independent Member
2. Shri S.S. Bansode, Technical Member

On behalf of the Complainant : Shri Abdul Rehman Khan

On behalf of the Respondent : Shrimati Pramila Nikale

Date of Hearing : 11/11/2021

Date of Order : 22/11/2021

## Judgment

- 1.0 This complaint/grievance-application was received on 13/08/2021 and registered on 17/08/2021 in the office of the 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. The complainant was not ready for hearing through Video Conferencing. For these reasons, the matter could not be heard for long period. Now the lock down conditions have been relaxed to some extent. Therefore, the matter was fixed for hearing physically on 11/11/2021. Accordingly, the matter was heard on 11/11/2021 and was reserved for passing judgment. Hence, now the judgment is being given. For these reasons the matter could not be decided within the time prescribed by the MERC Regulations. Therefore, the delay of 37 days has occurred in deciding this complaint.
- 2.0 The instant grievance application of the complainant / applicant is about the debiting of an amount of Rs.13,52,131.85 to the consumer-account No. 781-029-073 of the complainant and about the demand made by the licensee to the complainant in the electric bill of July 2021 to pay the said amount.
- 3.0 The following facts do not appear to be disputed between the parties:
  - a) Since 12/02/2008, the Respondent/Licensee supplies electricity to the premises having address as “IA-411-C, Ground Floor, plot-2, Sanallah Compound Patra Shed, Dharavi Main Road, Mahim Railway station (E), Dharavi, Mumbai-400017.” (Hereinafter this premises shall be referred to as consumer-premises) The electric connection was given by installing electric meter in the premises on 12/02/2018 in the name of the complainant Shri Jamil Ahmed Azimullah Khan. The present consumer a/c number about this connection is 781-029-073.
  - b) The Respondent/Licensee has served upon the complainant the demand bill of billing month July 2021 in respect of the said consumer-account No. 781-029-073 of the complainant. In that bill the Respondent has asked the complainant to pay additional amount of Rs.13,52,131.85.
  - c) The Complainant has another electric connection since the year 2008 and the present consumer a/c number about this connection is 781-029-289. The premises of this connection is near to the aforesaid premises of consumer-account No. 781-0298-073.
- 4.0 The complainant’s case, as contended in his grievance application and in the submissions made by his representative Shri Abdul Rehman Khan, in the course of hearing before this Forum, may be stated as under:

- a) In the written submission, filed by the representative of the complainant before this Forum in the course of hearing, a reference has been made to the reply filed by the Respondent before this Forum, in response to the present grievance-application. According to the complainant, it appears from the reply of the Respondent that it is the case of the Respondent that the aforesaid additional amount of Rs.13,52,131.85 is pertaining to some other consumer's account i.e. it is pertaining to the account bearing No. 781-029-259 of one Chandali Shadatali . This itself makes it clear that this amount is neither pertaining to the complainant nor to his account nor to his premises. Therefore, according to the complainant, it is clear cut case of harassment to the complainant, who is a honest citizen and who is paying his electricity bills without committing any default.
- b) The complainant further submits that in view of the above facts, the reply given by the respondent before this Forum to oppose the present grievance application and to justify the act of the respondent, is liable to be rejected. The Respondent's case appears to be that the said consumer chandali was defaulter right from the year 1996 and thereafter from time to time the Respondent failed to recover dues from Chand ali. It means that the respondent has been knowing the said Chandali at least from the year 1996, then why the Respondent has failed to recover dues from him, which, according the respondent, are pertaining to the period from 04/02/2008. It appears that the respondent has given special concession to the said Chandali, for the reason best known to them. Thus, the concerned officials of the Respondent are negligent in recovering the dues from Chandali and therefore they are liable for it.
- c) The complainant submits that it is the case of the respondent, in their reply filed before this forum, that Chandali informed to them that he sold the premises about his consumer a/c No. 781-029-259 to one Mohammed Ajmal in the month of February 2003 and it is further case of the Respondent that said Mohammed Ajmal took electric connection in that premises in the year 2007. The respondent has not clarified as to from where Mohamed Ajmal was taking energy to his premises till the year 2007. It appears that there is conspiracy between them.
- d) Referring to para 5.3 of the reply of the respondent, the representative of the complainant submits that complainant's premises is totally different from that of Chandali . It is true that there was a big premises and the complainant is having a small portion thereof and that part of the premises is in possession of the complainant. He has got separate electric connection in his said part of the premises in his own name and is paying bills thereof regularly. According to the complainant, no notice was served upon him about the said additional amount before receiving the said bill of July 2021. On receiving the bill, he sent complaint, through his advocate, to the respondent, denying his liability to pay the said amount of the bill.
- e) The complainant submits that it is false that he is sharing his premises with Chandali. The complainant has no concern with the premises of Chandali. Chandali appears to

have sold his premises to Mohammed Ajmal in the year 2003. Therefore, both of them are liable to the alleged arrears.

- f) For all the above reasons, the complainant submits that Respondent/Licensee is liable to be restrained from recovering the said amount of Rs.13,52,131.85 from the complainant.

5.0 The Respondent/Licensee has filed its reply before this Forum to oppose the aforesaid grievance application of the complainant. The case of the Respondent Undertaking, as mentioned by them in their reply as well as submitted by their representative Shrimati Pramila Nikale before this Forum in the course of hearing, may be stated as under:

- a) The Respondent/Licensee Undertaking has submitted that this is a case of outstanding unpaid arrears of Rs. 13,52,131.85 pertaining to another consumer Shri Chandali. He had taken electric connection for commercial purpose in the month of June 1996 under the consumer a/c No. 781-029-193 for the premises having address as "85/156, Sanaullah Compound, Dharavi Main Road, Mumbai-400017". That meter was removed in Feb. 2002 for non-payment of dues of Rs. 30,398.76. Then on receiving Rs. 15,000/- the meter was again installed and supply was given as per order of civil court, and account number was changed to 781-029-253. Again on 29/12/2004, the meter from that premises of Chandali was removed and supply was disconnected on account of non-payment of the arrears.
- b) After a gap of one year said Chandali gave requisition No. 70604986 dt. 06/12/2005 by giving reference of removed meter of a/c No. 781-029-253. Another requisition No. 70604865 was also filed by him for new connection. Then he withdrew requisition No. 70604865 and requested to process requisition No. 70604986 for the premises of shop No. C-69. In support he submitted documents pertaining to the premises of shop no. C-69 namely-BMC shop license, ration card, BMC rent receipt, photo pass, old bill paid of a/c No. 781-029-253. On the basis of site investigation and site sketch etc. meter was sanctioned and accordingly a new meter was installed and consumer a/c No. 781-029-259 was opened on 06/03/2006, for the premises having address as "C-69, Ground Floor, Plot-2, Sanaullah Compound Patra Shed, Mahim Rly station (E), Dharavi Main Road Dharavi, Mumbai-400017." In respect of this account, the meter was removed on 08/04/2010 for non-payment of arrears. These arrears have now become to Rs. 13,52,131.85 till the year 2020.
- c) In the investigation of the respondent, when said Chandali produced copy of his affidavit executed in favor of one Mohammed Ajmal and he stated that thereby he transferred the premises to Mohammed Ajmal in the year 2003, the respondent enquired with Mhammed Ajmal. Mohammed Ajmal admitted to have purchased the premises from Chandali in the year 2003, but without it having any electric connection or meter. He also stated that he applied for new connection in the year 2007 and got it in the same year. He also informed that the said outstanding amount does not pertain to the premises purchased by him i.e. "GNM/85/156, plot No.2, Sanaullah Compound Patra Shed, Mahim Rly station (E), Dharavi Main Road Dharavi, Mumbai-

400017.” According to Mohammed Ajmal, this premises is different than the premises “C-69, Ground Floor, Plot-2, Sanaullah Compound Patra Shed, Mahim Rly station (E), Dharavi Main Road Dharavi, Mumbai-40001,” to which the arrears pertain. It is the case of the Respondent that Chandali informed through his advocate’s letter that Plot No. C69 was divided by the collector in the year 2000 into various parts and collector office issued him one part with No. GNM/C/85/156, which he sold to said Mohammed Ajmal in the year 2003. According to the respondent, this means Chandali sold one part of plot No. C-69 with photo pass No. GNM/85/156 and the remaining parts are with him.

- d) As far as is concerned the said plot C-69, to which electric connection was given in the name of Chandali under a/c No. 781-029-259 on 06/03/2006, in the course of site investigation, it was marked and noted on its requisition (application for connection) No.70604986 that the premises of this account was situated near to the premises of the then existing consumer a/c No. 781-029-059, which now changed to a/c No. 781-029-105.
- e) As far as is concerned the part of the said plot C-69, to which electric connection was given in the name of Mohammed Ajmal under a/c No. 781-029-267 on 23/03/2007, it is described as the part with No. GNM/C/85/156 and in the course site investigation, it was marked and noted on its requisition (application for connection) No.70710216, that the premises of this account was situated near to the premises of then existing consumer a/c No. 781-029-107, which now changed to a/c No. 781-029-012.
- f) As far as is concerned the part of the said plot C-69, to which electric connection was given in the name of complainant Jamil Ahemed Khan under a/c No. 781-029-289 on 09/04/2008, it is described as the “part of installation” of a/c No.781-029-259 pertaining to Chandali. According to the Respondent/Licensee, “part of installation”, means a separate meter is allotted to some part of the premises, to which electric connection is in existence, by dividing it.
- g) As far as is concerned the part of the said plot C-69, to which another electric connection was given in the name of complainant Jamil Ahemed Khan under a/c No. 781-029-073 on 12/02/2018, it is described as the “part of installation” of said a/c No.781-029-289 pertaining to complainant Jamil Ahemed Khan himself.
- h) Thus, the original premises of Chandali, was given connection in his name under A/c No. 781-029-259 in the year 2006. Then in some part of it the connection was given in the name of complainant Jamil Ahemed Khan under a/c No. 781-029-289 on 09/04/2008. Then in some part of the premises of a/c No. 781-029-289 another connection was given again in the name of complainant Jamil Ahemed Khan under a/c No. 781-029-073 on 12/24/2018. The electric supply was disconnected and meter of a/c No. 781-029-289 of Chandali was removed due to nonpayment of dues on 08/04/2010. However, from latest inspection, it is revealed to the respondent that the complainant Jamil Ahemed Khan (the holder of a/c No. 781-029-073) is occupying part

the premises of Chandali's a/c No. 781-029-259, to which supply has been disconnected long back in the year 2010 on account of default in payment of the dues. The remaining part of it is still occupied by Chandali. However, electricity is supplied to that premises of a/c No. 781-029-259, from the connection given to the complainant Jamil Ahemed Khan under above said a/c No. 781-029-073. Therefore, a notice dt. 28/12/2020 was served by the respondent to the said defaulting consumer Chandali by hand delivery and its copy was sent to complainant Jamil Ahemed Khan.

- i) According to the Respondent, as the consumer/complainant did not respond to the said notice, it has debited the said dues Rs. 13,52,131.85 to his said a/c No. 781-029-073. However, Chandali has sent reply and has denied his liability. After service of the demand bill, the complainant/Jamil Ahemed Khan sent letter dt. 22/7/2021 denying his liability to pay the dues on the ground that it does not belong to his account. According to the Respondent, in the aforesaid facts, complainant's said stand is not acceptable and he is liable to pay the dues.
- j) According to the Respondent/Undertaking, thus the decision taken by it is perfectly legal and proper. Therefore, the Respondent has submitted that the complaint filed before this Forum is liable to be dismissed.

6.0 We have heard the submissions of parties. Their submissions are mostly similar to their pleadings and documents, as we have noted herein earlier. In view of the above submissions of the parties, 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 and the respondent is entitled to recover from the complainant, the dues of Rs. 13,52,131.85 pertaining to Chandali's a/c No.781-029-259?	In negative.
2	What order should be passed?	The complaint is allowed in terms that the respondent is restrained from recovering the said dues from the complainant with direction to the respondent to revise and modify the concerned bills so as to remove from them the demand made to the complainant to pay the said dues.

**7.0 We record the reasons for aforesaid findings, as under:**

- a) **We have recorded the admitted facts in the para (3.0) herein earlier.** The contentions of the parties and the documents on record would reveal that the electric connection was given to Chandali under a/c No.781-029-259. This connection was given to Chand Ali on 06/03/2006. When the connection was given, its premises was defined as situated at Sanaullah Compound, Dharavi, Mumbai. The complainant has been given two different electric connections under a/c No. 781-029-289 on 09/04/2008 and under a/c No. 781-029-073 on 12/02/2018. The premises of both these connections of the complainant are also said to be situated at Sanaullah Compound, Dharavi, Mumbai.
- b) According to the Respondent, the said Chandali was defaulter in paying the dues of energy charges and therefore on 08/04/2010, supply to his premises was disconnected and the meter was removed from his premises for nonpayment of the dues. The aforesaid arrears have become huge amount of Rs. 13,52,131.85 by the year 2020 due to continuous non-payment. Thus, these arrears are pertaining to the said Chandali and about his a/c No. 781-029-259.
- c) Before the disconnection of electric supply to the premises of Chandali under a/c No. 781-029-259, the premises was divided in two parts and in the separated part, the electric connection was given to the complainant Jamil Ahemed Khan under a/c No. 781-029-289 on 09/04/2008. This was done with the consent of all the parties including the Respondent/Licensee and Chandali. Thereafter, on 08/04/2010, supply to part of the premises remained in the occupation of Chandali, was disconnected and the meter was removed from his premises for nonpayment of the dues. After a long time thereof i.e. in the year 2018, on the application of complainant, his said premises of a/c No. 781-029-289 was divided in two parts and in the part separated as such, another connection was given by the respondent in the name of the complainant under a/c No. 781-029-073 on 12/02/2018.
- d) Thus, the premises of the complainant's both the aforesaid a/c No. 781-029-289 and a/c No. 781-029-073 are separate from the premises of the said Chandali. In such circumstances, on the face of the record, complainant is not liable to pay the aforesaid arrears pertaining to the premises of Chandali and his a/c No. 781-029-259. The only reason cited by the Respondent/Licensee to charge the complainant for the said arrears of account and premises of the said Chandali is that from latest inspection, it is revealed to the respondent that the complainant/Jamil Ahemed Khan, the holder of a/c No. 781-029-073, is occupying part the premises of Chandali's a/c No. 781-029-259, to which supply has been disconnected long back in the year 2010 on account of default in payment of the dues. According to the Respondent, the remaining part of it is still occupied by Chandali and electricity is supplied to that premises of a/c No. 781-029-259, from the connection given to complainant Jamil Ahemed Khan under above said

a/c No. 781-029-073. According to the Respondent, in such circumstances, it is entitled to recover the aforesaid dues from the complainant. The Representative of the Respondent vehemently urged in support of this proposition. On the other the complainant's representative has strongly opposed the stand of the Respondent.

- e) We have examined the said controversy. We find that the MERC Regulations provide that charge of arrears of electricity consumed at a premises would always remain on that premises and it can be recovered from the person who owns or occupies it and who holds the consumer-account or from the subsequent transferee. However, in our opinion the question of such recovery from subsequent transferee or occupier would arise only when such occupier or transferee applies for reconnection or new connection of supply to the premises. In the instant case, neither it is established by documents of transfer of property nor it is admitted by the complainant that he is occupier of the said premises of Chandali. Moreover, the complainant has not applied for providing supply to that premises. Therefore, we do not find that any such ground is available to the Respondent to demand the complainant to pay said arrears of electric charges pertaining to premises of account No. 781-029-259 of Chandali. The Respondent has come with the that the case supply of power to the said premises of Chandali is found to be from the meter of complainant's a/c No. 781-029-073, and therefore complainant is liable to pay the amount demanded in the bill of July 2021. Even if such is the case, then also the remedy and procedure to be adopted certainly cannot be by way of debiting the past arrears other persons' account to the account of the complainant and then to raising a bill about arrears of against the complainant. The Respondent could not point out any provision of law which can support the said proposition raised by them.
- f) For all the aforesaid reasons, we hold that the Complainant is not liable to pay and the Respondent/Licensee is not entitled to recover from the complainant the amount of Rs. 13,52,131.85 towards the dues and arrears pertaining to the premises of Chandali under a/c No. 781-029-259. Therefore, the act of the Respondent to debit the said amount to the a/c No. 781-029-073 of the complainant and the demand made by the Respondent to the complainant in the bill of July 2021 is unjust and illegal. Therefore, we have recorded affirmative findings on point No. 1, as posed for determination herein above. In view of this, the instant grievance application deserves to be allowed in the terms that the Respondent is restrained from recovering the said amount of Rs. 13,52,131.85 from the complainant towards the dues and arrears pertaining to the premises of Chandali under a/c No. 781-029-259 and in hence, the Respondent will have to directed by this forum to remove the said amount of arrears from the account No. 781-029-073 of the complainant and to revise the concerned bills. Accordingly, we have answered the point No.2.



8.0 Therefore, for all the aforesaid findings and the reasons, we proceed to pass the following order:

**ORDER**

- 1.0 The grievance no. N-FS-438-2021 dtd. 17/08/2021 is allowed in following terms.
- 2.0 The Respondent is directed to remove the said amount of Rs. 13,52,131.85 of arrears pertaining to the premises of Chandali under a/c No. 781-029-259 from the account No. 781-029-073 of the complainant/Jamil Ahemed Khan and it is also directed to revise the bills concerned accordingly.
- 3.0 The Respondent/Licensee is hereby restrained from recovering the said amount of Rs. 13,52,131.85 from the complainant towards the dues and arrears pertaining to the premises of Chandali under a/c No. 781-029-259.
- 4.0 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**