

		Date	Month	Year
1	Date of Receipt	05	10	2021
2	Date of Registration	06	10	2021
3	Decided on	31	01	2022
4	Duration of proceeding	117 days		
5	Delay, if any.	57 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.N-GN-444-2021 dtd. 06/10/2021

Sakirunnisa w/o Mohd. Siddique KhanComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

1. Smt. Anagha A. Acharekar, Independent Member
(absent due to ill-health)
2. Shri S.S. Bansode, Technical Member

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

On behalf of the Complainant : The complainant and her representative are absent.

Date of Hearing : 20/01/2022

Date of Order : 31/01/2022

Judgment

- 1.0 This complaint was received on 05/10/2020 and registered on 06/10/2020 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 consumer was not ready for hearing through Video Conferencing. For these reasons, the matter could not be heard for long period. After relaxation of lockdown, the matter was fixed for hearing physically on 20/01/2022. Accordingly, the matter was heard on 20/01/2022 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 57 days has occurred in deciding this complaint.
- 2.0 The grievance mentioned in this complaint application before this Forum is about failure of the respondent/licensee to transfer the advance amount of Rs. 32,630/- and the security deposit amount Rs. 11,887/-, pertaining to old consumer a/c No.781-033-039 belonging to her deceased husband Mohd. Siddique Khan to the new a/c No. 781-033-043 of complainant's son Mairaj khan/transferee of premises.
- 3.0 The case of the complainant may be stated as under:
 - a) The complainant's husband Mohd. Siddique Khan was holder of the consumer of a/c no. 781-033-039. In the said account there was the advance amount of Rs. 32,630/- and the security deposit amount Rs. 11,887/- Complainant's husband Mohd. Siddique Khan husband has died. After husband's death, the complainant being his heir gave the premises to her son Mairaj Mohd. Siddique Khan. Thereafter her son Mairaj Mohd. Siddique Khan gave application to the respondent for change of consumer-name in respect of the said premises on 22.7.2021. The Respondent has effected the change and name of her son Mairaj Mohd. Siddique Khan has been recorded as consumer under new a/c No. 781- 033-043. However, the respondent has not transferred the credit of the said amount to the new consumer account of the complainant's son Mairaj Khan.
 - b) The complainant's contention is that the respondent should have transferred the said credit to the account of her son from the old a/c of her deceased husband. The complainant had given complaint to the customer care department of the respondent on 31.08.2021. The respondent gave reply on 27.09.2021 to the effect that the said complaint has been forwarded to the Superintendent CCG/N to obtain approval. It is submitted by the complainant that she is not satisfied with such approach of the respondent and hence has approached to this forum for redressal of her grievance.
 - c) The complainant has there is no reason for the respondent to delay the transfer the credit of the old account holder to the new account holder.

d) For all the aforesaid reasons, the complainant has requested to direct the respondent to transfer all the credits of the said amounts of the old account holder to the new account holder.

4.0 The Respondent / Licensee has opposed the above case of the complainant. Their case may be stated as under:

a) It is not disputed that as per procedure, on the basis of documents, change of name was carried out from old a/c holder Mohammad Siddique Khan to the new a/c holder Mairaj Khan vide new a/c No. 781-033-043.

b) The new a/c holder Mairaj Khan has applied for lapse reconnection of a/c No. 781-033-039_vide number 484300 for premises of Gr. Floor, Sanallah Compound, Dharavi Main Road , Dharavi, Mumbai-017. This premises was in the name of complainant Sakirunnisa. Along with his said application the said Mairaj Khan submitted documents of sale agreement etc. As per the record of the respondent, outstanding amount of Rs. 2,34,730/- pertaining to the said a/c No. 781-033-039 is pending on the premises. Also proclaim No. 999074937 amount of Rs. 2,80,388.96 dt.30.06.1999 and proclaim No.999075671 amount Rs, 8,92,060.97 dt. 26.08.1999 belonging to the said a/c No. 781-009-039 is pending till date.

c) According to the Respondent, as per clause 12.5 of the MERC Regulations, it is provided that “Any charge for electricity or any sum other than charge for electricity due to the Distribution Licensee which remains unpaid by a deceased consumer or the erstwhile owner/occupier of any premises, as a case may be, shall be charge on the premises transmitted to the legal representative/successor-in-law or transferred to the new owner/occupier of the premises, as the case may be, and the same shall be recoverable by the Distribution Licensee as due for such legal representatives or successors-in-law or new owner/occupier of the premises, as the case may be.” As per clause 16.9.3 of the MERC Regulations, it is provided that “ In case of premises which are permanently disconnected or demolished for reconstruction, the liability of the arrears, if any, shall be passed on to the owners/occupiers.” From the documents submitted by the said Mairaj Khan, it appears that he is the owner and legal heir of both the aforesaid premises pertaining to the a/c No. 781-033-039 (new a/c No. 781-033-043) and a/c No. 781-009-039. Hence he should first pay outstanding amount of Rs. 2,34,370/- and proclaim amount pertaining to the a/c No.781-009-039 . Apart from this, an amendment of a/c No. 781-033-039 is also being done, as the meter was smoky. After recovery of all these three amounts, the security deposit and the excess amount paid by him in a/c No. 781-033-039 will be refunded to legal heir, on submission of original security deposit receipt or indemnity bond, if original receipt is not available.

d) For all the above said reasons the Respondent has urged their reply dt. 17.10.2021 to direct the complainant to pay the aforesaid dues.

- e) With the permission of the forum, the respondent has filed additional reply about alleged smoky meter 07.12.2021. In this reply it is submitted by the respondent that in the month of Sept. 2020, the meter No. MO23627 pertaining premises of old a/c No. 781-033-039 (new a/c No. 781-033-043) was found by the reader as not displaying the reading. As per procedure meter No. MO23627 was replaced by the new meter No. L204971 on 23.11.2020. As the meter was not displaying reading, it was not possible to test the meter. Hence it was sent for scrapping. As per clause 16.4.1 of the MERC Regulation the amendment was carried and the ID No.6783490 was closed on 14.9.2021 and new CR/DR ID No.7273690 was registered for further process in a/c No. 781-033-043 of Mairaj Khan. Accordingly provisional notice dt. 29.10.2021 was issued to the consumer, but he denied to accept it. Necessary CR/DR was done by the respondent as per procedure and letter dt. 01.12.2021 was sent to the consumer. Meanwhile the said Mairaj Khan dispatched letter dt. 01.11.2021 stating that he has objection about the transfer of amendment amount to his existing a/c No. 781-033-043 in view of pendency of the present case before this Forum and also because at the time of testing the DNV meter he was not called.
- f) Now after transfer of smoky meter amendment an amount of Rs, 93,323.43 to a/c No.781-033-039 the final bill becomes Rs. 49,029.20, which is pending to be paid by the consumer. This is after deducting the security deposit Rs. 11,658.58 and excess paid amount Rs. 32,635.79, which complainant of this case has asked to transfer to her legal heir and purchaser of the premises of a/c No. 781-033-039 Mr. Mairaj Khan. In fact in the aforesaid circumstances pleaded by the respondent, said Mairaj Khan is liable to pay the said amount Rs. 49,029.20 to the respondent.
- g) For all the aforesaid circumstances, the respondent has urged to dismiss the complaint.
- 6.0 Considering the rival contentions of the parties in their pleadings and the 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 entitled to seek relief for direction to the respondent to refund the excess paid amount of Rs. 32,630/- and the security deposit amount Rs. 11,887/- pertaining to old consumer a/c No.781-033-039 belonging to her deceased husband Mohd. Siddique Khan to the transferee of the premises i.e. complainant's son Mairaj Khan who is holder of new a/c No. 781- 033-043?	In negative
2	What order should be passed?	Complaint is dismissed

7.0 We record reasons for aforesaid findings as under:

- a) From the pleadings and contentions as well as the documents produced by the parties, we find that the contention of the complainant in the complaint is that the Respondent has ought to have refunded the aforesaid excess paid amount of Rs. 32,630/- and the security deposit amount Rs. 11,887/-pertaining to old consumer a/c No.781-033-039 belonging to her deceased husband Mohd. Siddique Khan to the transferee of the premises i.e. complainant's son Mairaj khan who is holder of new a/c No. 781- 033-043. The respondent has opposed, because there are outstanding amounts pertaining to the account of the complainant as well as pertaining to the account of the deceased husband of the complainant and the said Mairaj Khan being legal heir to of both defaulters is liable to pay the outstanding amounts. However, we find that we are concerned in this complaint only with the old a/c No.781-033-039 belonging to the deceased Mohammed Siddique Khan, whose premises is transferred to Mairaj Khan who is son of the said Mohammed Siddique and the complainant.
- b) If the litigation is confined to the said a/c No. 781-033-039, it appears that it is not disputed that there is excess paid amount of Rs. 32,630/- and the security deposit amount Rs. 11,887/-pertaining to old consumer a/c No.781-033-039 belonging to her deceased husband Mohd. Siddique Khan. Admittedly the premises is transferred to said Mairaj Khan. If it is so the complainant has no locus to seek any relief about refund of the said amount to the transferee Mairaj Khan, particularly when the respondent is coming with a case that the said amount has to be adjusted against the amended amount towards the dues on account of smoky meter over the said premises found in the month of Sept 2020. As complainant is not the consumer of the said electric connection and as the present consumer Mairaj Khan is not party to this complaint, we need not to decide the issues whether the claims raised by the respondent about alleged outstandings are correct or not.
- c) Therefore without giving any finding on the correctness of the claims of the respondent about the alleged outstanding about the aforesaid accounts, we hold that the complainant has no *locus standi* to file this complaint and hence she is not entitled to to seek relief for direction to the respondent to refund the excess paid amount of Rs. 32,630/- and the security deposit amount Rs. 11,887/-pertaining to old consumer a/c No.781-033-039 belonging to her deceased husband Mohd. Siddique Khan to the transferee of the premises i.e. complainant's son Mairaj khan who is holder of new a/c No. 781- 033-043. In other words the complainant has no cause of action to file the instant complaint in view of the fact she is not consumer of the said electric connection.

- d) For the above reasons, we have recorded our finding at point (1) in negative.
- e) In view of the negative findings recorded by us on point as above, the complaint will have to be dismissed and accordingly we have answered point (2). Hence, we pass the following order.

ORDER

- 1.0 Grievance No.N-GN-444-2021 dtd. 06/10/2021 stands dismissed.
- 2.0 Copies of this order be given to all the concerned parties.

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

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