

**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. 22853561

**Representation No. N-G(N)-222-2014 dtd. 19/03/2014**

Smt. Sumitra A. Mishra .....Complainant

V/S

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

**Present**

Chairman

Quorum : Shri R U Ingule, Chairman

Member

1. Shri M P Thakkar, Member

On behalf of the Complainant : 1. Shri Aditya Mishra

On behalf of the Respondent : 1. Shri Y.F. Bagul Supdt. CC(G/N)  
2. Shri Sushil B. Pawar AAM CC(G/N)

Date of Hearing : 21/05/2014

Date of Order : 09/06/2014

**Judgment by Shri. R.U. Ingule, Chairman**

Smt. Sumitra A. Mishra, Grd. Flr. Room no. F/86 1/2, Kamla Nagar, J.M. Road, Dharavi, Mumbai - 400 017 has come before the Forum for dispute regarding recovery of outstanding in the name of Abdul Peer Mohd. A/c no. 675-484-017 amounting to Rs. 32,589.73 when applied for electric supply.

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

1.0 The complainant has approached to IGR Cell on 25/11/2013 for dispute regarding recovery of outstanding in the name of Abdul Peer Mohd. A/c no. 675-484-017 amounting to Rs. 32,589.73 when applied for electric supply. The complainant has approached to CGRF in schedule 'A' dtd.06/03/2014 (received by CGRF on 12/03/2014) as the consumer is not satisfied with the remedy provided by the IGR Cell Distribution Licensee regarding her grievance. The complainant has requested the Forum to waive the outstanding bill of old consumer and give new electric connection.

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

- 2.0 Smt. Sumitra A. Mishra has applied for electric supply for her premises under reference by requisition no. 119671 dtd. 04/02/2013. During the investigation, it was observed that applied requisition is for reconnection of electric supply. Outstanding amount of Rs. 32,259.73 in the name of Abdul R. Peer Mohd. pertaining to a/c no. 675-484-017 of the said premises to be recovered before giving electric supply to the complainant and accordingly the complainant was informed.
- 3.0 The complainant in her complaint in Schedule 'A' form stated that, she had purchased the premises from Abdul R. Peer Shah and outstanding amount is in the name of Abdul R. Peer Mohd. Both are the different persons. Hence outstanding in the name of Abdul R. Peer Mohd. could not recovered from her.
- 4.0 Many times there is a practice of writing initials while writing names. In the instant case the same has been appeared while quoting the name as Abdul R. Peer Mohd. and Abdul R. Peer Shah.
- 5.0 This is a case of laps reconnection where old electric connection in the name Abdul R. Peer Shah having consumer no. 675-484-017 was disconnected for the reason of non-payment of electricity dues. Applicant Smt. Sumitra A. Mishra has to pay the entire pending dues.

**REASONS**

- 6.0 We have heard Shri Aditya Prasad Mishra for the complainant and for the Respondent BEST Undertaking Shri Y.F. Bagul Supdt. CC(G/N) along with Shri Sushil B. Pawar AAM CC(G/N). Perused documents placed before this Forum.
- 7.0 I observe that the complainant has placed on file a document in respect of the premises under consideration, being occupied by him issued under the signature and seal of Ward Office G/N Hutment Colony Officer. This document has been placed before us by the complainant, blatantly manifests that the premises viz. Hut no. F 86

½ previously occupied by Shri Abdul Rehaman Peer Shah has been transferred in the name of Shri Aditya Prasad Mishra, who has been the husband of the complainant.

- 8.0 Now a crucial question arises before me to resolve, whether the Respondent BEST Undertaking while processing the demand made by the complainant seeking the connection of electricity to the premises under consideration, can claim from her an outstanding amount of arrears of Rs. 32,259.73 standing in the name of erstwhile occupier contending the same being “charge” on the premises viz. Hut no. 86 ½ , Kamala Nagar, now presently occupied by the complainant.
- 9.0 The complainant has vehemently contended that the premises transferred to her was earlier occupied by Shri Abdul Rehman Peer Shah while the Respondent BEST Undertaking is claiming the electricity charges of Rs.32,259.73 standing as arrears in the name of erstwhile consumer Shri Abdul Rehman Peer Mohd. The complainant in no manner is concerned with the erstwhile consumer Shri Abdul Rehman Peer Mohd., therefore not liable to pay his arrears to the Respondent BEST Undertaking to any extend.
- 10.0 On perusing the documents placed before me, I find no merit in the contention raised by the complainant. A document viz. existing installation on service no. 665143 placed before us at pg.47 blatantly manifests that to the Room no. 86 ½ on the ground floor, the electricity was provided vide the installation no. 767713 to Shri Abdul Rehman Peer Mohd. and the same has been removed on 03/07/1997 for the reason of non-payment. I therefore finds that the premises presently occupied by the complainant was previously occupied by the erstwhile consumer Shri Abdul Rehman Peer Mohd. and the electricity connection has been disconnected. It is therefore blatantly manifest that the complainant has not been seeking a fresh connection but a reconnection of electricity.
- 11.0 In my consider view the moment I hold that the complainant has been seeking a reconnection, the Regulation 10.5 provided under MERC (CGRF & EO), Regulation 2006 comes into play, as held by the Hon’ble Division Bench of the Bombay High Court in a case of *M/s Namco Industries Pvt. Ltd. v/s The State of Maharashtra (W.P. no. 9906/2010 decided on 16/09/2011)*. I observe that their Lordship in para 19 in the said judgment has candidly held that in the event the Distribution Licensee under Regulation 10.5 is entitled to assert its “charge” over the property in the hands of the new transferee (the present complainant), and to recover unpaid charges subject to the permitted period specified therein.
- 12.0 I thus find that as envisaged under Regulation 10.5 the present complainant is liable to pay the electricity charges in arrears for a period of six months of the unpaid charges for electricity supplied to said premises. At this juncture I may observe that the said statutory provision provided under Regulation 10.5 constitute a liability of paying six months of the unpaid charges for the electricity supply to the premises, as a “charge” on the premises. Obviously therefore there is no merit in the contentions raised by the Respondent BEST Undertaking that the entire electricity dues of Rs. 32,259.73

required to be paid by the complainant being a “**charge**” on the premises, as the erstwhile occupier Shri Abdul Rehman Peer Shah having consumer no. 675-484-017 was in arrears of the said amount.

13.0 Dissenting view of Mr. M.P. Thakkar, Member :

As per the affidavit dtd. 11/04/1995 given by the complainant, Shri. A.P. Mishra husband of the complainant has purchased the said premises Grd. Flr. Room no. F/86, Kamla Nagar, J.M. Road, Dharavi, Mumbai - 400 017 from Mr. Tahid Rehman, he has occupied the premises in July 1995 onwards and he has not changed the electric meter in his name. From the Ledger Folio, it can be seen that he has paid electricity bill upto December 1995. Thereafter, he has not paid a single bill leading to accumulation of arrears of Rs. 23,884.00 as on October 1997. The meter was disconnected on 03/07/1997 due to non-payment of arrears. The said arrears have increased to Rs. 32,259.73 which includes DP charges and interest as on date. Before occupation by the complainant’s husband, the earlier meter holder had paid the amount fully. As the complainant has not changed the meter in his name and defaulted in making the payment of electricity bill leading to the arrears, he cannot claim benefits under Regulation 10.5.

14.0 In peculiar aforesaid circumstances, the undersigned in the capacity of Chairperson by casting vote envisaged under Regulation 8.1 of MERC (CGRF & EO) Regulation, 2006, proceeds to pass the following decision by majority of votes.

**ORDER**

1. The complaint no. N-G(N)-222-2014 stands partly allowed.
2. The Respondent BEST Undertaking has directed to serve, a bill of electricity charges in arrears payable by the complainant for a period of six months of the unpaid charges for the electricity supplied in the past to her present premises, as envisaged under Regulation 10.5 of MERC (CGRF & EO), within a period of one month from the date of receiving this order.
3. The Respondent BEST Undertaking further directed to provide an electricity connection to the premises of the applicant within a period of 15 days from the date of payment of the electricity charges in arrears, as directed above.
4. The Respondent BEST Undertaking further directed to report the compliance of this order to the Forum within a period of one month, there from.
5. Copies be given to both the parties.

(Shri M P Thakkar)  
Member

(Shri R U Ingule)  
Chairman