

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

Representation No. N-E-357-2018 dtd. 11/06/2018

Shri Anwar Habibulla KhanComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.V. Fulpagare, Member
2. Dr M.S. Kamath, Member, CPO

On behalf of the Respondent : 1. Shri S.D. Suryawanshi, A.E.
2. Smt P.V. Sutar, AAM(E)

On behalf of the Complainant : 1. Shri Anwar H. Khan
2. Shri Saqib Khan

Date of Hearing : 02/08/2018

Date of Order : 03/08/2018

Judgment by Shri. Vinayak G. Indrale, Chairman

Shri Anwar Habibulla Khan, Shed 7-2, grd. Flr., 97/G Mamsa Estate, Morland Road, Mumbai - 400 008 has come before the Forum for dispute regarding notice served for debiting outstanding amount of Rs. 1,58,502 pertaining to a/c no. 546-210-029 into a/c no. 546-210-014.

Complainant has submitted in brief as under :

The complainant has approached to IGR Cell on 03/04/2018 dispute regarding notice served for debiting outstanding amount of Rs. 1,58,502 pertaining to a/c no. 546-210-029 into a/c no. 546-210-014. The complainant has approached to CGRF in schedule 'A' dtd. 29/05/2018 received by CGRF on 07/06/2018 as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee on his grievance.

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

- 1.0 Shri Anwar Habibulla Khan came before the Forum regarding his dispute about serving notice for debiting outstanding amount of Rs. 1,58,502 pertaining to Shri Mohd. Rahim Khan, who was old occupier of the premises pertaining to a/c no. 546-210-029. He further requested to cancel the outstanding bill and not to debit the outstanding amount in his current bill no. 546-210-014.
- 2.0 Electric supply was given to the premises under reference in the name Shri Mohd. Rahim Khan from 17/09/1999 under a/c no. 546-210-029. This meter was removed for non-payment of electricity dues of Rs. 83,448.93 on 07/01/2004. This outstanding amount has increased to Rs. 1,58,502 due to levy of penalty charges and interest on arrears as on June 2018.
- 3.0 Later on electric supply has given to the premises under reference in the name of the complainant on 07/05/2016 under a/c no. 546-210-014. During site inspection on 10/02/2018, it was observed that gala in this area is reshuffled and new premises was created and electric supply was obtained by the complainant.
- 4.0 As per our record premises of a/c no. 546-210-014 and 546-210-029 having same address and owned by the complainant, hence the complainant is liable to pay the same.

REASONS

- 1.0 We have heard the argument of Shri Saqib Khan, representative of the complainant Shri Anwar Khan and for the Respondent BEST Undertaking Shri S.D. Suryawanshi, A.E. and Smt P.V. Sutar, AAM(E). Perused the documents filed by either parties to the proceeding. We have perused the written statement filed by the Respondent BEST Undertaking along with documents marked as Sr. No. 1 to 7.
- 2.0 The representative of the complainant has vehemently submitted that meter was installed in the name of the complainant on 07/05/2016 and on 03/05/2018 the Respondent BEST Undertaking has claimed outstanding bill of a/c no. 546-210-029, meter no. M010713 which is illegal. The Respondent BEST Undertaking has no right to recover the said amount from the complainant. He has further submitted that the premises in which meter no. M010713 was installed is not the same as premises in which the new meter no. N160394 has been installed therefore the action of the

Respondent BEST Undertaking claiming recovery is illegal. Against this, the Respondent BEST Undertaking has submitted that, site investigation was carried out on 10/02/2018 and as per the report the gala in this area is reshuffled and new electricity account was given as a/c 546-210-029 (7A) into a/c 546-210-014 (7) new account. Thus according to the Respondent BEST Undertaking the premises in which old meter was installed and premises in which the new meter was installed being the same, the complainant is liable to pay electricity dues of the earlier occupier.

- 3.0 We have asked the Respondent BEST Undertaking as to why they have not filed any document for site investigation when meter was installed on 07/05/2016 and they replied that the old record has been destroyed and therefore they are unable to submit it. In order to ascertain whether the above said two meters installed in the same premises, we have gone through the address shown in electric bill which is at pg. 13//C in the name of Shri Anwar H. Khan and electric bill on pg. 11/C is in the name of Shri Mohd. Rahim Khan, the earlier occupier.
- 4.0 We think it just and proper to reproduce the address of the premises in which the meter is installed in the name of Shri Anwar H. Khan, Shed no. 7-2, Ground floor, Plot no. 97/G, Mamsa Estate, Mohd. Shahid Marg, Madanpura, Mumbai Central, Mumbai - 400 008. The address shown in the bill issued in the name of Shri Mohd. Rahim Khan is as B/7-A, 1st floor, Plot 97/G, Mamsa Estate, Mohd. Shahid Marg, Madanpura, Mumbai Central, Mumbai - 400 008. After going through above said addresses the plot no. 97/G as well as Shed no. 7 appears to be identical. It is not out of place to observe that the name and gala no. as shown at the time of installation of meter which was installed on 27/01/2001 and new meter installed in the year 2016 being the same. It appears that due to acute problem of space for commercial use and as per the need of tenants, landlord used to change position in gala and tried to increase the number of galas / sheds to get more rent.
- 5.0 Considering this aspect we do not find any grievance in the argument of the representative of the complainant that the premises are different and the complainant is not liable to pay the arrears. As it is not the case of the complainant that no such Shri Mohd. Rahim Khan was in possession of the premises and the Respondent BEST Undertaking has filed the false and forged electric bills in the name of Shri Mohd. Rahim Khan. On the contrary when the complainant had taken the gala on rent from the landlord at least he must have enquired as who was in possession of the same as a prudent man would do while taking the premises for commercial use. Thus the contention of the complainant that the premises are different and therefore the complainant is not liable to pay the arrears appears to be not proper and made with a view to avoid the payment of electricity dues of earlier occupier.
- 6.0 The representative of the complainant has submitted that when the complainant applied for electric connection in the month of May 2016 then why the Respondent BEST Undertaking has not claimed the arrears at that time. On this point the Respondent BEST Undertaking has submitted that the complainant has given Undertaking in routine course that he would be liable to pay arrears of electricity dues

of earlier occupier. However, no such record has been filed by the Respondent BEST Undertaking. It appears that the Respondent BEST Undertaking has not claimed arrears while giving new electricity connection or while recording change in name. It does not preclude them from recovery of amount if they satisfy that the premises of old and new occupier being the same. It is pertinent to note that the complainant in his attachment with Schedule 'A' has mentioned that in such cases MERC has given clear guidelines in Section 10(5) of MERC (Electric Supply Code & Other Conditions of Supply) Regulation, 2005. This contention certainly to some what extent goes to show that the complainant atleast admits his liability to pay electricity dues of earlier occupier as per Regulation 2005. We think it just and proper to reproduce Regulation 10.5 which runs as under.

10.5 Any charge for electricity or any sum other than a 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 a charge on the premises transmitted to the legal representatives / successors-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 from such legal representatives or successors-in-law or new owner / occupier of the premises, as the case may be.

Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this Regulation 10.5 shall be restricted to a maximum period of six months of the unpaid charges of electricity supplied to such premises.

- 7.0 Considering Regulation 10.5, it reveals that the complainant's liability comes under provision of Regulation 10.5 as it is not the case of the Respondent BEST Undertaking that the complainant is legal heir of earlier occupier. In view of this Regulation, the complainant is liable to pay electricity dues to a maximum period of six months of unpaid charges of electricity supplied to such premises.
- 8.0 Having regard to the above said observations and discussions we have arrived at the conclusion that the complainant is liable to pay electricity dues of earlier occupier and his liability is restricted to maximum period to six months of unpaid charges for electricity supplied to such premises. Thus the action of the Respondent BEST Undertaking claiming whole electricity dues appears to be not proper. Thus the complaint deserves to be partly allowed.

ORDER

- 1.0 The complaint no. N-E-357-2018 dtd. 11/06/2018 stands partly allowed.
- 2.0 The Respondent BEST Undertaking is directed to issue revise bill as per Regulation 10.5 of MERC Regulation, 2005 to the complainant.
- 3.0 The Complainant is directed to pay amount under revised bill within 15 days from receipt of the bill.

4.0 The compliance be reported within one month from the date of receipt of this order.

5.0 Copies of this order be given to both the parties.

Sd/-
(Shri S.V. Fulpagare)
Member

sd/-
(Dr. M.S. Kamath)
Member

sd/-
(Shri V.G. Indrale)
Chairman