

		Date	Month	Year
1	Date of Receipt	03	08	2021
2	Date of Registration	04	08	2021
3	Decided on	26	08	2021
4	Duration of proceeding	14 working days		
5	Delay, if any.	—		

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. S-D-437-2021dtd. 04/08/2021

Smt. Asha P. BhatiaComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

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

On behalf of the Respondent : 1. Shri M.P. Rananaware, Supdt. CC(D)

On behalf of the Complainant : 1. Shri Tahir Khan

Date of Hearing : 20/08/2021

Date of Order : 26/08/2021

Judgment

- 1.0 The complainant Smt. Asha P. Bhatia has grievance that the Respondent has subjected the sanction of electric connection to her premises with the condition of payment of dues pertaining to that premises as well as pertaining to the various other premises belonging to the landlord and owner of the building in which the premises of the complainant is situated. Thus, the complainant submits that the Respondent has refused to give electric connection and this is illegality.
- 2.0 The case of the complainant, as stated in the complaint Schedule 'A' and as stated by the representative of the complainant in the course of hearing, may be stated as under :
- a) According to the complainant, there is a building called Vakil Building situated at Fakland Road, Khetwadi, Girgaon, Mumbai - 400 004. In that building there is shop No.1 situated on ground floor. The said building belonged to complainant's father Pyarelal. The father has died long back. However, the complainant is in occupation of the aforesaid premises of shop no. 1, on ground floor in the said building, since the lifetime of her father as tenant. To the said premises of shop no.1, there was electric connection in the name of complainant's father, which was provided under consumer a/c no. 100-016-075. The father has died long back in the year 1974 and complainant's brother has become building's owner and has been receiving rent from the complainant about the said shop No.1. As the electric connection to the said shop No. 1 was not in use, on the request of the complainant herself, it was disconnected by the respondent on 25/11/2014.
- b) Thereafter, as the complainant was in need of electric connection in the said premises of shop no. 1 on the ground floor of the said building called Vakil Building, she made an application in prescribed format to the Respondent on 13/01/2021. As this application was made after expiry of six months period of disconnection of earlier connection, it was treated as an application for new connection as per the rules of the Respondent. The officials of the Respondent issued a letter dtd. 21/01/2021 thereby informing to the complainant that her application for connection was sanctioned subject to the complainant making compliance of the conditions mentioned in the said sanction letter. The said conditions include clearance of four vigilance cases dt. 11/11/2014, 08/09/2009, 20/04/2010 and 01/08/2003. The conditions also include the payment of dues pertaining to the consumer a/c no. 100-016-075, 494-185-007, 845-299-023, 845-333-022, 818-439-001, 818-439-004 and 845-299-094.
- c) According to the complainant, all the aforesaid vigilance cases and dues of various consumers, except consumer a/c no. 100-016-075, as mentioned in the said sanction letter, do not pertain to the aforesaid premises bearing shop no. 1 of the complainant. They are pertaining to some other premises situated either in same building or in other buildings which were allegedly belonging to the deceased father or brother of the complainant or their tenants. The complainant has no concern with them and

therefore, the demand of the Respondent, asking the complainant to pay all those dues, is illegal and therefore the complainant cannot be expected to comply with the said conditions.

- d) Shri Tahir Khan, the representative of the complainant, has submitted that the Respondent has been quoting the provision of clause 10.5 of MERC (Electricity Supply Code and Standard of Performance) Regulations, 2005 (herein after referred to as MERC Supply Code, 2005). Now the Supply Code 2005 has been replaced by Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 (herein after referred to as MERC Supply Code, 2021) in which the corresponding provision is in clause 12.5. He submits that the said provision has laid down rule of retention of charge of earlier dues of electricity only on the premises to which the dues pertain. It does not provide that dues of one premises can be a charge on other premises. The said provision of charge of dues of a closed account has no relevancy with any person but it is relevant to premises. Whatever dues pertaining to the complainant's premises are pending, the complainant is ready to pay them, but the demand of the Respondent for paying dues pertaining to her father, brother for other premises is illegal. Therefore, the complainant has got the grievance against the Respondent about their illegal demand of money for giving connection and also for not deciding the application for long period of six months. Therefore, the complainant has submitted that the respondent be directed to give connection to the aforesaid premises of the complainant by accepting only those dues which pertain to the said premises of the complainant where the connection is being requested to be given and also to direct the Respondent for paying the compensation for not deciding the application for connection within prescribed time.

3.0 The Respondent has appeared and filed the reply to the said complaint before this Forum. The Respondent has denied the aforesaid contentions of the representative of the complainant that the Respondent is not entitled to recover the dues pertaining to other premises belonging to the earlier owner/occupier of complainant's premises. The case put forth by the Respondent in their reply and in the submissions made by their representative before the Forum, may be stated as under :

- a) It is not disputed by the Respondent that the complainant has applied for connection on 13/01/2021 in respect of the premises bearing shop no. 1 situated at ground floor, Vakil Building as prescribed herein above. The Respondent has also not disputed that, to the said premise of shop no. 1, long back the electric connection was given in the name of the earlier owner Shri Pyarelal Shiv Dayal, who was father of the complainant, under consumer a/c no. 100-016-075. The Respondent has also not denied that the said premises bearing shop no. 1 of Vakil Building is one premises amongst the other various premises situated in the same building and various other premises of the said building were also given different electric connections under different accounts. The aforesaid consumer Shri Pyarelal Shiv Dayal, father of the complainant, expired long back in the year 1974. However, the electric connection to

the said shop no. 1 was continued under the aforesaid a/c no. 100-016-075 till 25/11/2014 and on 25/11/2014 the said connection was disconnected on request of the consumer. However, according to the Respondent on the date of disconnection of the said connection pertaining to the aforesaid premises bearing shop no. 1 the amount of arrears was Rs. 49,980/- and with interest and other charges, presently the said dues have increased to Rs. 1,68,843.52. Apart from this, there are other connections in the same building of Shri Pyarelal which are noted herein earlier, while referring the sanction letter dtd. 21/01/2021 and which are in all nine consumer accounts.

- b) Apart from the electricity arrears of the said nine consumer accounts amounting to Rs. 1,31,93,704/- there are dues amounting to Rs. 3,99,094/- about the claims of Vigilance Dept. of the Respondent, pertaining to the a/c no. 845-299-094. All these dues are to be recovered by Respondent from the owner of all these premises to which these accounts belong. Owner of all these premises, including the premises of the complainant, was complainant's father Shri Pyarelal Shiv Dayal and therefore the Respondent has put in the sanction letter conditions about payment of these dues as condition precedent for giving connection to the aforesaid premises bearing shop no. 1.
- c) The representative of the Respondent has referred to Clause 10.5 of MERC Supply Code, Regulations 2005 and has submitted that under this provision, the Respondent is entitled to refuse to give the connection to the complainant if the aforesaid condition is not complied with regarding payment of dues of all the aforesaid consumers of the various premises pertaining to father of the complainant who was earlier owner of the complainant's premises bearing shop no. 1. Therefore, the representative of the Respondent has submitted that their action is supported by provisions of law and therefore the complainant is liable to comply with the said conditions. Electric connection can be given only after compliance of the aforesaid conditions mentioned in the sanction letter.

4.0 We have heard the submissions of the representatives of the parties and their submissions have been noted herein earlier while describing respective cases of the parties. In view of the above submissions of the parties and case pleaded by them, 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 demand of the Respondent, asking the complainant to pay the arrears pertaining to consumer accounts and vigilance cases described herein earlier, except the dues pertaining to a/c no. 100-016-075, as	Negative

	condition precedents for giving connection to the aforesaid premises bearing shop no. 1 of Vakil Building on ground floor is valid and legal?	
2	Whether the Respondent is liable to pay the compensation to the complainant for delay in deciding her application ?	Negative
3	What Order should be passed ?	The Respondent is directed to withdraw their demand for paying arrears pertaining to the accounts and vigilance cases, except the dues about a/c no. 100-016-075 and to give connection as requested by the complainant in her application if she complies with other conditions mentioned in the sanction letter.

5.0 We record reasons for aforesaid findings as under :

- a) We have noted the respective contentions and submissions of the parties concerned herein earlier. It is clear from the submissions of the parties that there is a building called Vakil Building and it was owned by complainant's father, Shri Pyarelal, who died in the year 1974. Since the lifetime of complainant's father there was electric connection to the shop no. 1 situated at ground floor in the aforesaid building under a/c no.100-016-075. After death of her father Shri Pyarelal, this a/c was continued and supply was also continued to the said shop no. 1. On 25/11/2014 this supply was disconnected on request of the consumer. The complainant submits that her father has given this shop no. 1 to her and she is occupying it as tenant. On her request the supply was disconnected as above, as she was not using the premises because then she was in service of LIC.
- b) It is further not in dispute that various other premises in the said building are occupied by various other persons. The consumers / occupiers of the other portions of the said building have got electric connections under different account numbers. The complainant submits that she has no concern with the consumer account numbers pertaining to the other premises situated in the said building but she has concern only with shop no. 1 of the building. It appears from the submissions of the Respondent that when on 25/11/2014 disconnection was made in respect of the aforesaid premises bearing shop no.1, there were dues of Rs. 49,980/- and now the said amount has increased to Rs. 1,68,843.52. The complainant's case is that she is ready to pay this amount only because it belongs to her premises but she is not liable to pay arrears of other premises.

- c) The Respondent has relied on clause no. 10.5 of MERC Supply Code Regulations, 2005 and the corresponding provision thereof is in clause no. 12.5 of MERC Supply Code Regulations, 2021. It is relevant to take note of the said provision and hence the same is quoted as under :

Clause 12.5

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.

- d) The Respondent has not come with any contention that the complainant is owner or consumer of the premises to which aforesaid a/c nos. 845-333-025, 845-299-023, 102-030-559, 818-439-003, 818-439-011, 494-185-007, 845-333-022, 102-030-561, 818-439-002, pertain. Therefore, we will have to hold that the complainant has no concern with the said premises to which the said accounts pertain. Despite this, whether the Respondent can ask the complainant to pay dues pertaining to these accounts ? is a question. For this the Respondent has relied on the aforesaid clause 12.5 of MERC Supply Code Regulations, 2021. The representative of the complainant has submitted that the said provision does not entitle the Respondent to ask the complainant to pay the arrears of other consumers' accounts which are not pertaining to the complainant's aforesaid premises.
- e) We have examined the aforesaid submissions of the parties in the light of the facts described herein earlier. We have also examined the aforesaid provisions of clause 12.5 of MERC Supply Code Regulations, 2021. On reading of the said provision, we find that the charge of electricity or any sum other than the charge to electricity due to the Distribution Licensee can be only on premises to which these dues pertain and not on the person or consumer thereof, if he is ceased to be occupier of that premises. In short, the dues pertaining to particular premises can be recovered only from the person who is occupying it at the time of demand. The complainant is concerned with the premises bearing shop no. 1 to which the connection was earlier given under a/c no. 100-016-075 of which presently the dues are amounting to Rs. 1,68,843.52. The dues mentioned in the sanction letter pertaining to other accounts are not pertaining to the aforesaid premises bearing shop no. 1 but they are pertaining to various other premises and consumers and the complainant has no concern with those other premises and other accounts nor the complainant is asking to continue or give the supply to those other premises. In view of such facts, how the demand made by the Respondent in this regard can be valid and legal? Certainly, we find that the aforesaid provision of clause 12.5 of MERC Supply Code Regulations, 2021 does not support the aforesaid stand of the Respondent in respect of the premises other than the shop no. 1 and a/c

no. 100-016-075. In view of these circumstances, we hold that the said demand is illegal and invalid. Therefore, we have recorded negative findings on point no. 1.

- f) The complainant has also requested the Forum to direct the Respondent to pay the compensation for not deciding her application within reasonable time. However, we do not find substance in the said request of the complainant in view that the application for connection was made on 13.1.2021 and the letter of sanction issued by the Respondent appears to be dated 21.1.2021. Moreover, it appears that the Respondent was interpreting the provisions of the Supply Code in a bonafide way and we do not find any malafide intention in respect of the alleged delay on the part of the Respondent. Therefore, we hold that the Respondent is not liable to pay any compensation as requested by the complainant. Hence we have recorded negative findings on point No. 2.
- g) As we have recorded negative findings on point no.1 and no.2, for the reasons mentioned herein earlier, we hold that the Respondent is required to be directed to withdraw its demand made to the complainant in the sanction letter regarding payment of the dues of various consumer accounts and vigilance cases, except the dues, amounting to Rs. 1,68,843.52, pertaining to a/c no. 100-016-075, which was disconnected on 25/11/2014. The Respondent is also required to be directed to accept the said amount or dues pertaining to the disconnected a/c No.100-016-075 and give connection to the complainant if she complies with other conditions regarding submissions of documents etc. as per law. In these terms, the complaint will have to be allowed and hence we have answered point no. 3 accordingly. Therefore, we pass the following order.

ORDER

- 1.0 The grievance no. S-D-437-2021 dtd. 04/08/2021 stands allowed in the terms, as are being indicated herein below.
- 2.0 The Respondent is directed to withdraw its demand made to the complainant in the sanction letter regarding payment of the dues of various consumer accounts and vigilance cases, except the dues, amounting to Rs. 1,68,843.52, pertaining to a/c no. 100-016-075, which was disconnected on 25/11/2014.
- 3.0 The Respondent is also directed to accept the said amount or dues pertaining to the disconnected a/c 100-016-075 and give connection to the complainant, if she complies with other conditions regarding submissions of documents etc. as per law, as mentioned in sanction letter referred to herein earlier.
- 4.0 Copies of this order be given to all the concerned parties.

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

sd/-
(Smt. A.A. Acharekar)
Independent Member

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