

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. S-E-34-07 dtd. 30-11-2007

In the matter of new electrical connection

Smt. Raheena M. Majal Complainant
V/S
B.E.S.& T. Undertaking Respondent

Present

Quorum 1. Shri. M.P. Bhawe, Chairman
2. Smt. Vanmala Manjure, Member
3. Shri. S. P. Goswami, Member

On behalf of the Appellant 1. Shri. Akail - Appellant's representative

On behalf of the Respondent 1. Shri G. D. Ubhalkar – AOCC (CS)

Date of Hearing: 25/01/2008

ORDER

Judgment by Shri. M.P. Bhawe, Chairman

Smt. Raheena M.Majal has come before this Forum for her grievance regarding outstanding amount of A/C No. 833-211-021 and reconnection of electric supply, and was represented by Shri. Akail as her authorized consumer representative.

Brief history of the case

1. Smt. Raheena M.Majal had applied for reconnection on 11.09.07 to Commercial department vide Requisition No.5080326. As per the Reconnection Memo-157 she was asked to make the payment of Outstanding Amount of Rs.51,329/- on A/c no. 833-211-033 for obtaining new connection. She refused to make the payment of outstanding amount stating that she has purchased the premises from land Lord and not from the previous old consumer, and further she was not aware about the whereabouts of the old consumer.
2. On investigation by BEST, the said premises measuring to 8'x8' was used as a Guest house previously in the past and presently also it is being used as Guest House having one tube light, one fan and one night lamp only. The meter for the said premises was removed on 16/6/95, for non-payment of outstanding amount of Rs. 51,329/-.
3. The consumer department of BEST requested the consumer to submit the following documentary evidence regarding she being the new consumer such as: i) Agreement for the sale of premises duly registered ii) Present whereabouts of the old consumer, his address and electricity bill, telephone no. etc. iii) Any other documents to substantiate your claim that you are new owner of the premises.
4. The consumer submitted a Xerox copy of affidavit made by the old consumer on 6/7/2000 that he has surrendered the subject premises to the landlord, while taking back the possession and no other documentary evidence was provided. The outstanding claim is against the subject premises.
5. Further, the consumer approached IGR Cell vide annexure "C" dt. 27/09/2007 for waived off outstanding amount. In response to the above, Complaint Officer IGR Cell, D & E Ward replied vide its letter ref. Supdt.(ES)/AOCS(D&E)/IGRC-3/E/OS/2007 dtd. 21.11.2007.
6. Not satisfied with the reply, the Appellant approached Forum, vide her grievance in schedule 'A' on 30th November 2007.

Consumer in his application and during hearing stated the following

- 1.0 The authorized representative of the consumer submitted the written argument to the Forum.
- 2.0 The complainant stated in his written argument that, Mr. Manjal B. Mohammed was the ex-consumer of BEST and was using the electricity for the premises of Room No. 3, First Floor, Calicut Building on which there is an outstanding amount of Rs. 51,229/- pertaining to the period before 16/6/1995. The meter to the said premises was removed on 16/6/1995.
- 2.1 Mr. Kunni Mohammed who is the owner and landlord of the said building i.e. Calicut Building, Temkar Street, Mumbai – 400008, has gifted Room No. 3 to his daughter, Mrs. Raheena Majal. Also, the landlord issued a rent receipt in the name of Raheen Majal for obtaining electricity, telephone etc.

- 2.2 Since the premises i.e. Room No.3, has been gifted by landlord to his daughter, there is no agreement of sale for the premises.
- 2.3 The copy of affidavit dt. 2nd January 2008 executed by the landlord with his daughter Raheena Majal was submitted to the Forum. There exists no relationship between Mrs. Raheena M. Majal and the ex-consumer Mr. Majal B. Mohammed.
- 2.4 The BEST has misconstrued that Mrs. Raheena is Legal Heir of Mr. Majal B. Mohammed. There is no documentary evidence submitted by BEST to establish the relation between Mrs. Raheena and the ex-consumer.
- 2.5 Also the complainant would like to know what efforts BEST had made to recover the outstanding amount of Rs. 51,229/-, since 16/6/1995.
- 2.6 The room has only one Tube light, one Fan and one night lamp as connected load and measures 8'x8'.
- 2.7 The recovery of outstanding amount is time bar as per Section 56(2) of E.A. 2003 and law of limitation.
- 2.8 I am willing to pay the arrears for a period of six months based on the average consumption of the previous consumer.
- 2.9 In view of the above, I request the Forum to direct the BEST Undertaking:
- i) Not to recover the outstanding arrears of Rs. 51,229/- pertaining to the ex-consumer.
 - ii) To provide the electricity connection.

BEST in its written statement and during hearing stated the following:

- 1.0 Applicant Mrs. Raheena M. Majal had applied for re-connection vide Requisition No. 5080326 dtd. 11/9/2007, for Shop No.3, 1st Floor, Calicut Building, Temkar Street, Mumbai – 400008. She was informed the outstanding amount of Rs. 51,329/- vide re-connection memo dt. 11/4/2007 which she refused to pay.
- 2.0 On scrutiny of the case, it is observed that, ex-consumer, Majal B. Mohd. was using supply through meter no. D919986 installed for the above said premises and the said meter was removed on 16/6/1995 for non-payment of our electric bill of Rs. 51329/-.
- 3.0 Applicant M/s Rehana M. Majal states that, she had purchased the premises from landlord and not from the previous old consumer Shri. Majal B. Mohd of BEST and she does not know his whereabouts. In order to confirm the ownership of the premises, she was asked to submit the agreement for sales, however, the applicant failed to submit the same. As per the re-connection memo dt. 11/4/2007, it appears that applicant is a legal heir of ex-consumer and as per section 10.5 of supply code. The applicant is required to settle the outstanding amount of Rs. 51329/-
- 4.0 The applicant is not the bonafide owner of the premises and is not eligible to register her complaint in Annexure "C" and further stated that, the Forum may direct the applicant to pay legitimate dues of Undertaking.

Observations

1. During the hearing, BEST could not specify the steps taken and efforts made to recover the outstanding amount of Rs. 51,229/- since 1995.
2. BEST did not produce any documents to prove that the consumer Smt. Raheena Majal is legal heir of the ex-consumer Shri Majal B. Mohammed.
3. The Section 10.5 of supply code has restricted the recovery of past dues to six months period only.
4. Hence it is logical that consumer be asked to pay only six months due and not the entire amount of dues.
5. As the details of the actual bills are not available, alternative method of calculation should be followed.
6. It is observed that, the load for which, the connection has been asked is 180 watts and the average consumption of the previous consumer was 27 units per month. Hence the liability of the new consumer should be limited to six months bills based on consumption of 27 units per month for period of six months only.

ORDER

1. The BEST is directed to revise the claim restricting it to six months and assuming 27 units per month within 15 days time.
2. After accepting the revised claimed amount, the BEST is directed to release the connection as per standard procedure.
3. Copies be given to both the parties.

(Smt. Vanmala Manjure)
Member

(Shri S .P.Goswmai)
Member

(Shri M. P. Bhave)
Chairman