

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-D-187-2013 dtd. 018/02/2013

Mr. Ranjit H. ManiarComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Quorum : Chairman
Shri R U Ingule, Chairman

Member

1. Shri M P Thakkar, Member
2. Shri S M Mohite, Member

On behalf of the Complainant :
1. Dr. Ranjit H. Maniar
2. Bipin A. Rana
3. Mrs. Neeta R. Maniar

On behalf of the Respondent :
No. 1 (BEST)
1. Shri G. M. Bhagat, DECC(D-ward)
2. Shri T. D. Jadhav, Supdt. (D-ward)

On behalf of the Respondent :
No. 2 (Shri Pratap Maniar)
1. Shri Pratap Maniar
2. Shri Karan P. Maniar

Date of Hearing : 5/4/2013

Date of Order : 17/4/2013

Judgment by Shri. R.U. Ingule, Chairman

Mr. Ranjit H. Maniar, 17, Vitthal Court, 151, Kemps Corner, August Kranti Marg, Mumbai - 400 036 has come before the Forum for grievance regarding cross connection pertaining to meter no. O 800500 & G 993086 of himself and his brother.

Complainant has submitted in brief as under :

- 1.0 The complainant has approached to IGR Cell on 19/10/2012 for grievance regarding cross connection pertaining to meter no. O 800500 & G 993086 of himself and his brother. The complainant has approached to CGRF in schedule 'A' dtd. 10/02/2013 (received by CGRF on 13/02/2012) as no remedy is provided by the Distribution Licensee regarding his grievance. The complainant has requested the Forum to issue the correct bill as per his actual consumption by connecting proper electric connection to respective parties and refund the excess bill amount paid by him in view of wrong bill issued since consent order dtd. 22/12/2010 passed by Hon'ble Appellate Court, Bombay, also requested to replace the existing non-sealed meters by tamper proof electronic meters.

Respondent No. 1, BEST Undertaking in its written statement
in brief submitted as under :

- 2.0 A letter dt 4/6/2012 was received from Dr.Ranjit Maniar requesting that in order to comply the Court Order dt 22/12/2010 passed by Hon'ble High Court Bombay, to carry out the inspection of his electricity meter no. 0800500, consumer no. 880-087-029*9 and to ensure electric supply to his flat is from the meter installed in his name. After receipt of letter from Dr.Ranjit Maniar, the site investigation was carried out on 11/06/2012 for the subject premises i.e. room no. 17 & 18 and meter cabin. It was observed that Dr. Ranjit H. Maniar is staying in room no.17 having meter no. 0800500 under A/c no. 880-087-029 and Mr. Pratap H Maniar is staying in room no. 18 having meter no. G993086 under A/c no. 880-087-056. The installation was in order as per Consumer Information System (CIS).
- 3.0 During investigation it was found that the electricity is being received by Dr. Ranjit H. Maniar from meter no. G993086 instead of meter no. 0800500 and that of Mr. Pratap H Maniar electricity is being received from meter no. 0800500 instead of meter no. G993086. On further investigation, it was observed that, wires feeding electric supply to both the premises of Dr. Ranjit H. Maniar and Mr. Pratap H Maniar were found interchanged, after the point of supply i.e. at main switch, which belongs to consumer. No service position / meter board maintenance was carried out by the undertaking since its installation. Also during preventive maintenance of meter board BEST do not carry out the maintenance of consumer's apparatus i.e main switch. Hence, the question of interchange of lead wires by BEST at consumer ends does not arise.
- 4.0 On 14/06/2012, our representative visited the premises and met Shri Pratap H Maniar for rectification of interchanged of wires at consumers end. However, he did not allow for making any changes in meter room. On 15/06/2012, Shri Pratap Maniar contended that the matter is sub-judice and submitted letter Ref. PHM / SOC / ORD / BEST / 012 / R /12 dtd. 15/06/2012 along with court documents. Therefore, vide our letter dtd. 06/07/2012 we informed both of these consumers, Dr. Ranjit H. Maniar and Mr.Pratap H Maniar, that in order "to get correct bill to correct consumer" it is necessary to interchange the existing lead wires at consumers end. This may be done by themselves or Undertaking will do after getting consent from both of them.

- 5.0 Since there was no reply from both the consumers, we served notices dated 29/10/2012 to Shri Pratap Maniar and Dr. Ranjit H. Maniar with a copy marked to Gamdevi Police Station for information. Shri Pratap Maniar and Dr. Ranjit H. Maniar were informed that there is a provision under section 163(3) of Electricity Act 2003 that the licensee is empowered to enter premises and to do necessary work on apparatus which belongs to licensee and hence request was made to allow us to carry out necessary work for removing interchanging of wires after point of supply. Dr. Ranjit H. Maniar had no objection for the same and he had given his consent for the same. However, Shri Pratap Maniar had remarked on the letter that he is not preventing BEST officers but his representation is pending before the court.
- 6.0 On 30/10/2012, Shri Pratap H Maniar also sent a letter requesting to take legal opinion as there is a legal dispute in the Co-operative Court which had issued a status quo order. The case was therefore forwarded for legal opinion. On 19/11/2012 our legal department informed us that, "*Since Shri Pratap H. Maniar is not giving consent, we may maintain status quo in the above matter. If Dr. Ranjit H. Maniar is aggrieved by this arrangement, he can obtain necessary orders in this regard please.*" This was informed to Dr. Ranjit H. Maniar while replying his grievances made in Annexure C. Dr. Ranjit H. Maniar was also requested to refer clause 10.1.1 of Terms & Conditions of Supply and Schedule of charges, specifying that "*The consumer's wiring contractor should ensure that each installation is properly identified by a tag or otherwise, at the point of supply.*" Hence any interchange of connection at applicants end has to be corrected by applicant, informing to BEST Undertaking.
- 7.0 Further it is to be mentioned that as per the clause 9.2 of Terms & Conditions of Supply and Schedule of charges. specifies that "*The consumers main switch and cutout shall be fixed in a dry place in the same room or enclosure within one meter of the Undertakings' meter board or point of supply or in such other position as may be approved by the Undertaking. The Undertaking accepts no responsibilities for the maintenance of wiring or apparatus on the consumer's side of the point of supply*". This clearly indicates that BEST is not responsible for wrong consumption billing due to fault at consumer's end.
- 8.0 Eventhough the Undertaking accepts no responsibilities for the maintenance of wiring or apparatus on the consumer's side of the point of supply, as per requests from the consumer BEST had taken all possible efforts to resolve the grievances as explained above. Necessary correspondence was also carried out to set right the connections at consumers' end in order to get the proper electricity bill to proper consumers for their respective consumption. However, Shri Pratap Maniar objected to do so by giving the reason that the case is pending in court. This clearly shows that the question of refund of excess bill amount due to fault at consumer end does not arise as the meters were installed properly by BEST.
- 9.0 We therefore pray to the Hon'ble Forum that since the dispute is between the siblings, they may be directed to settle the case amicably by carrying out necessary work of removal of interchanging of wires after point of supply so that both would pay proper electricity bills for respective consumption by them.

**Respondent no. 2, Shri Pratap Maniar in his written statement
in brief submitted as under :**

- 10.0 There is a property dispute for flat nos. 17 (front side) and flat no. 18 (back side) on the 6th floor of the Vithal Court Apartments between my brother Ranjit H. Maniar and me. Now as you know when one Rents or Buys a flat the first thing is the installation of the electric meter in his name. My electricity meter no. is G 993086 and the consumer no. is 880-087-053*3. I have been paying the bill of this said meter for flat no. 17 since the meter was installed in 1970 when I became the tenant of the building.
- 11.0 Now flat no. 18 is the rear side flat. The meter no. for flat no. 18 is 0800560 and the consumer no. is 880-087-029*0. For flat no. 18 (rear side) my late father Dr. Himatlal N. Maniar was paying the electricity bill as the flat was in his name as tenant from 1969-70 onwards till formation of the society. After my father's demise in 1992 the electricity bill for flat no. 18 (rear side) was paid by my brother Shri Ranjit H. Maniar.
- 12.0 There is a Co-operative Court (84 of 2003) Suit pending regarding the ownership of the flats. A Status Quo order was given by the Hon'ble Co-operative Court in 2003. A suit in the Hon'ble High Court Bombay (2619 of 2009) is also pending regarding ownership of the flats. I crave leave to refer to them when produced.
- 13.0 Pending the final disposal of the said High Court Suit no. 2619 of 2009 the Division Bench of the Bombay High Court in Appeal no. 1095 of 2010 in Notice of Motion no. 3652 of 2009 has passed an order accepting the consent terms filed before the Hon'ble High Court Division Bench, Mumbai as an interim arrangement between both the parties.
- 14.0 As there was no partition wall between the two flats, flat no. 17 (front side) and flat no. 18 (backside) and there was a common kitchen and common gas which was used by both the families. This caused immense relationship problems. As per consent Minutes of Order, the two flats will be divided as per the drawing. Each party is to pay its own electricity bill (charges) from herein onwards.
- 15.0 I, Pratap H. Maniar am in occupation of flat no. 18 (rear side) on the 6th floor in the building Vithal Court Apartments Co-op. Hsg. Soc. Ltd. at 151, August Kranti Marg, Mumbai 400036 as an interim arrangement as per the consent minutes of order of the Hon'ble High Court, Mumbai dtd. 22/12/2010.
- 16.0 I, Pratap H. Maniar have been paying the electricity bill charges of flat no. 17 (front side) from 1970 till date which is larger as it includes the living room, kitchen and two front rooms with balcony and two large open terraces to the sky. I have been a tenant from 1970 in the said building and later on as society member after conversion of the tenanted building to ownership in the co-operative society.
- 17.0 As per the consent terms, as an interim arrangement I will be using and occupying the rear flat no. 18 as per the drawing which includes a larger part of the kitchen of flat no. 17 also and my brother Ranjit H. Maniar will be using and occupying flat no. 17 (from side flat). We had taken the permission of the society to the effect and I have paid for putting up the siporex blocks partition wall etc.

- 18.0 We are paying the electricity bill for flat no. 17 (front side) since 1970. The dispute in the Co-operative Court and High Court is for declaring that the front side flat no. 17 belongs to me and by virtue of my late father's inheritance I have 50% share in the rear flat no. 18 also. There is no will left by my late father. There have been innumerable Police Complaints from both sides, which we will not enumerate here.
- 19.0 Chapter proceedings were also instituted against the families and then closed on our representation to the Additional Commissioner of Police. A section 149 notice was also managed by my brother Ranjit by manipulating the police officers and was also instituted by the police inspector Mr. M.U. Patil at Malbar Hill Police Station, Mumbai against us for a single NC saying we are staying in the slums and hence the section 149 notice and we would be made TADI PAAR FROM MUMBAI so that Ranjit could then eat up the entire property.
- 20.0 These false allegations were quashed by the Hon'ble High Court in a criminal Writ Petition filed by us and the Hon'ble Justice Shri A.G. Agiar noted in his judgment that "There does not appear to be any occasion for the officer (M.U.Patil) to have issued the impugned notice. In view thereof, the said notice is quashed. The police were manipulated by my brother and his wife for their ulterior motives.
- 21.0 The BMC was also not spared. In 24 hours the BMC was told to send an officer to our home when necessary structural repairs with the society's permission were being carried out. No effect has been spared to bring us to our knees. We were lucky that Shri Viraj Tulzapurkar (Advocate) took up our case in the Hon'ble High Court and the Division Bench had Justice Shri Chandrachud and Justice Shri Anoop Mohta who prevailed and we get a temporary relief and consent terms were filed as an interim relief. We got a separate house, kitchen and cooking gas as an interim arrangement. The cases are going on in Co-operative Court and High Court Mumbai.
- 22.0 One of our contentions in the case is that for flat no. 17 (front side flat) the electricity meter as stated above belongs to us, and we have been paying the electric bill for this flat since inception, 1970 and my late father Dr. H.N. Maniar in whose name the electric meter is shown as given above has been paying the electric bill for the rear flat, flat no. 18(rear side) since 1969.
- 23.0 Now as you know when one rents or buys a flat the first thing is the installation of the electric meter in his name. The meter for the front side flat no. 17 which supplies electricity to the front side flat is in our name and the meter for the rear side flat no. 18 which supplies electricity to the back side flat was in my late father Dr. H.N. Maniar name and subsequently my brother Ranjit H. Maniar has got it changed to his name after my father's demise in 1992. This is also borne out by the inspection report of your officers who visited the premises on 11/06/2012.
- 24.0 Since there was no dividing wall between the two flats during my father's time, the family was living in harmony, peace and love since 1969-1970 onwards. My late father Dr. H.N. Maniar rented the (rear flat no. 18) flat in 1969 and I, Pratap H. Maniar rented the (front flat) flat no. 17 in 1970 from the Landlady Mrs. Veena H. Mahimtura in Vithal Court. Now the Court has to decide the issue of ownership of flats and the supplies of electricity to the flats from the electric meters is a major proof of original tenancy and subsequent ownership.

- 25.0 I believe my brother Ranjit has written to you in June 2012 that as per consent terms (interim arrangements) filed in Court on 22/12/2010 you should change the output cables of flat no. 17 (front side) and flat no. 18 (rear side) so that he would pay the electricity bill for flat no. 17 (front side) which we have been paying from 1970 so that our major proof that the flat no. 17 front side belongs to us would be obliterated and as a consequence we would lose the proof and the court matters. There is no cross connection, ownership is with us of the front flat. The courts have to decide the issue.

The electricity bills on a simple perusal will show :

Pratap H. Maniar

Consumer no. 880-087-053*6

Meter no. 9993086

Flat Rm. 6A Vithal Court\151, Gowalia Tank Rd.

Mumbai - 400 036.

R.6A, F.6th W.P. 151, Vithal Court, Kemps Corner, August Kranti Marg, 400036

Bill for July, Aug & Sept.

Bill for Nov 2012 show the same flat no. R.6A, F.6th W.P. Vithal Court Kemps Corner, August Kranti Marg, 400038

Now for Ranjit H. Maniar

Consumer no. 880-087-029*9

Meter no. 980050

Dr. Ranjit H. Maniar

R.17 & 18, F.6th W.P.151, Vithal Court, Kemps Corner, August Kranti Marg, 400036
6th fl. Vithal Court 151, Gowalia Tank, 26 WB.

- 26.0 Bill for June, 2012 to November, 2012 show the change of flat nos. as billing address. Flat nos. 17 & 18 are shown as belonging to Dr. Ranjit H. Maniar. Suddenly, flat no. 17 front side and flat no. 18 back side were shown as belong to Dr. Ranjit Maniar. Now this change in billing and flat nos. executed by Ranjit and manipulated in 2012 on the bill suddenly gave rise to a complaint in 2012 for cross connection with the BEST. The consent terms were filed in 2010 December.

- 27.0 The inspector who came to see the electric connection noted that as per bill, Ranjit stays in flat nos. 17 & 18 and meter no. 9993086 of Pratap was supplying electricity to flat no. 17 and 18 occupied by Ranjit. Though of course BEST notes on the bill that (This electric bill is issued for electricity used and may not be treated as proof for other purposes) property worth crores of rupees was manipulated and sought to be taken away by Ranjit. Simple, effective very well manipulated but unfortunately transparent.

- 28.0 Just like police, BMC and others the BEST was sought to be manipulated to take over the property. The flat no. 17 front side and 18 backside have no cross connection. See the manipulative planning in getting both the flats 17 and 18 added in Ranjit's bill. Pratap is staying in flat 6A F.6th floor i.e. front side i.e. flat no. 17.

- 29.0 Now this bill of Pratap is from 1970. Same flat no. 6A F 6th floor and the bill for Dr. H.N. Maniar was 6th floor, Vithal Court, 151, Gowalia Tank, 26 WB same from 1969 till about 1998 in my late father's name and in Ranjit's name from 1998 to 2010/11. Same billing address changed in 2011 or 2012. These papers and other documents have been asked for under RTI Query but have not yet been received under our BEST RTI query. We shall endeavor to produce them as soon as we receive them.
- 30.0 My brother and his wife are manipulative people. The police, the BMC and many other government organizations have been manipulated by them and they have failed. Kindly, do not get manipulated. Go by the truth, please and the facts and let the law of the courts prevail. We had asked my brother's lawyer, Mr. Y. Dhebar to come to court and record the above facts so that the proof that is before the courts does not get obliterated. We are still willing to do so and I will ask my advocates to file a precipe for speaking to minutes of the above consent minutes of order if required. Kindly keep these facts and the sub-judice nature of the case before hurriedly being manipulated. We had also asked the society the name.
- 31.0 From December 2010 suddenly in June 2012 my brother applies to you to change the cables saying there is a cross connection. For flat no. 17 (front side-bigger) we have always paid more electricity charges since 1970. Till the court finalizes the matter, i.e. in 5 or 10 years or till the precipe and speaking to minutes are not heard and recorded in the Hon'ble High Court Bombay if my brother Ranjit wishes, with your consent and as will be recorded before you, will pay the bill for the electricity charges for flat no. 18 rear side which bill comes in Ranjit Maniar's name (the bill which used to come in my late father Dr. H.N. Maniar's name) and it now comes in my brother Ranjit's name (meter no. 0800560 and consumer no. 880-087-029*9) which we are occupying (as per consent minutes of the order of the Hon'ble High Court) with the large part of the kitchen forming part of this flat no. 18 which was in flat no. 17 and my brother Ranjit Maniar may pay the electricity bill for flat no. 17 (from side) which bill is in my name (i.e. Pratap Maniar) for meter no. 993086 and consumer no. 880-087-053*6 which Ranjit is occupying at the moment as per consent minutes of order of the Hon'ble High Court, Bombay.
- 32.0 Shri Ranjit tells the society that he is in the process of renovating his flat no. 18. The plans appended he intends to take a loan from NKGSB bank for Rs. 5/- lacs for renovation and asks for NOC from the society. This flat is shown as backside flat. A copy of document as evidence filed by us in the suit 84/2004 in the Co-operative Court from the NKGSB bank asking the society to mark a lien on flat 18 as Ranjit has already availed of term loan for renovation of above Rs. 5/- lacs.
- 33.0 Documents submitted as evidence in Co-operative Court. A letter dtd. 10/05/2000 in Ranjit's handwriting to the secretary of the society saying that there is no clear demarcation between flat nos. 17 and 18 on the society's record and that a plan with the demarcation is attached. Flat no. 17 road facing (front side) belongs to Pratap Maniar and flat no. 18 (rear side) belongs to my brother Ranjit Maniar. We shall accordingly shift to our respective flats which we have been occupying.
- 34.0 A. Ghosh & Co. contractors letter dtd. 09/05/2000 regarding repairs / renovation to be carried out in Ranjit's flat no. 18 and Ranjit's signed undertaking to abide by

society's rule of renovation. At the time of formation of the society from tenanted building the tenants paid the landlord and converted the building into a co-op society. Documents submitted to the Co-operative Court as evidence by in case no. 84/2004 by our Advocate Mr. M.R. Phal and certified true copies by the Hon'ble Registrar of society dtd. 22/06/1977 where in at sr. no. 5 Dr. Maniar's name (my late father) is shown as tenant of flat no. 18 and in sr. no. 11 Prarap H. Maniar name is shown as tenant of flat no. 17.

- 35.0 In the list of intended members in the proposed Vithal Court society at sr. no. 5 Dr. Himatlal N. Maniars name (my late father) appears as tenant of flat no. 18 and at sr. no. 12 Pratap H. Maniar's name appears an tenant of flat no. 17. The list of tenants signed & submitted by the land lady Mrs. Veena H. Mahimtura to the Registrar with the said application shows 6th floor, flat no. 18 as belonging to Dr. H.N. Maniar. These are submitted as evidence in the Co-operative Court case 84/2004 and new cross examination is pending.
- 36.0 Document submitted to the Co-operative Court in case 84/2004 dtd. 02/03/1970 from the land lady to Dr. H.N. Maniar for flat no. 18 on the 6th floor, backside increasing the rent by Rs. 10/- from Rs. 100/- to Rs. 210/- and letter to my mother Dr. Mrs. Nina H. Maniar for flat no. 16 on the 5th floor, increasing rent from 145/40 to 152/67 by Rs. 7/72 paise.
- 37.0 The landlady's daughter Mrs. Sheila K. Danda was occupying flat no. 17 (front side) on the 6th floor and when she left for America with her husband the landlady rented out flat no. 17 on the 6th floor (front side) to Pratap Maniar. A copy of the attested document from the land lady Mrs. Veena H. Mahimtura dtd. 23/07/1970 to Pratap Maniar is also produced as evidence in Co-operative case 84/2004.
- 38.0 The electricity meter for flat no. 17 front side (larger) is from inception in the name of Pratap H. Maniar from 1970 or thereabouts and that for flat no. 18 rear side (smaller) is from inception in the name of Dr. H.N. Maniar from 1969 or thereabouts and the flat on the 5th floor, flat no. 16 in my mother's name Dr. Mrs. Nina H. Maniar was surrendered to the land lady and she rented it to Damayanti and Nirnajan Maniar thereafter. Ranjit Maniar is neither a tenant nor a owner member of the flat in Vithal Court.
- 39.0 He has no right to property at all. As an associate member he has not right in property. My father later Dr. H.N. Maniar did not leave behind any will. Hence in my late father's flat no. 18 as legal heir I have a 50% share also. This is before the Hon'ble Courts also. A copy of the reply of the society in South Mumbai consumer forum case no. 59/2007 filed by Ranjit and wherein orders were obtained without hearing us and we had to appeal to the State Consumer Forum to set aside the order. Society agrees that Ranjit has no right in property and is an associate member and Pratap Maniar is tenant owner of flat no. 17 and Dr. H.N. Maniar is tenant owner of flat no. 18.
- 40.0 Ranjit is only trying to usurp property by this indirect manipulative means. There is no cross connection of electricity as alleged by him in the flats. Meter no. 9993086 supplies electricity to the front flat no. 17 owned by me by virtue of being a tenant from July 1970 and meter no. 0800560 supplies electricity to flat no. 18 owned by my

father by virtue of being a tenant from 1969. Both later converted to co-operative society.

- 41.0 To buy peace for personal reasons the consent terms were signed in the High Court and without prejudice to the outcome of the suit which will decide who owns what property and how much in Vithal Court. Hence, do not get emotionally manipulated, please. Trust the facts, the truth and take an impartial decision, please. Hence, kindly reject his claim as the matter is also sub-judice.

REASONS

- 42.0 We have heard the complainant in person and for Respondent No. 1 BEST Undertaking Shri. G. M. Bhagat (DECCD) and Shri T. D. Jadhav (Supdt.-D-ward) and for Respondent No. 2 Shri Pratap H. Maniar in person. Perused plethora of documents placed before this forum.
- 43.0 At the outset, this forum finds the instant complaint being an open and shut case. At the same time, this forum observes that, this is a classic case, wherein diffusion in a wider controversy pleaded before this forum by either parties to this litigation, would certainly not only burden this order but would end in a confusion and conflict.
- 44.0 Now, this forum turns to the crux of the controversy raised in the instant complaint. In this context, we find it pertinent to refer to the written submission placed before this forum by the respondent no. 2 Shri Pratap H. Maniar. Therein in para 10, the respondent no. 2 Shri Pratap Maniar has submitted that as an interim arrangement made in the suit no. 2619/2009 before the Hon'ble Divisional Bench of the Bombay High Court in Appeal No. 1095/2010, a consent term has been filed at the interim stage. Therein, the respondent No. 2 Shri Pratap H. Maniar has agreed to, for using and occupying the rear flat no. 18 and his brother i.e. the complainant Dr. Ranjeet H. Maniyar would be using and occupying flat no. 17 i.e. front side of the flat.
- 45.0 The respondent no. 2 Shri Pratap Maniyar has further submitted in para 11 that, he has been paying the electricity bill for flat no. 17 located on front side from 1970. The dispute raised in the co-operative court and high court has been for declaring that the front side flat no. 17 belongs to him and by virtue of his late father's inheritance, he is having 50% share in the rear flat no. 18 also.
- 46.0 This forum from the aforesaid submission made by respondent no. 2 Shri Pratap Maniar, thus finds that as admitted between parties, the respondent no. 2 Shri Pratap H. Maniar has been staying in flat no. 18 located on rear side but he has been paying the electricity bills for flat no. 17 located on front side. At this juncture, significant to note that, the complainant Dr. Ranjeet H. Maniar has also admitted that, he has been presently staying in front side flat i.e. no. 17 but paying the electricity bill of the flat no. 18 located on rear side.
- 47.0 During the hearing before this forum, the aforesaid state of affairs in regard to paying the electricity bill of the other sibling has been admitted by both the parties. It would be significant at this juncture that, admittedly in an Appeal No. 1095/2010 filed before the Hon'ble Divisional Bench of the Bombay High Court, at the interim stage, a consent term has been signed between the parties on 22/12/2010. Therein, in regard

to electricity connection, in para no. (f), it has been internally agreed to that, both the parties should have separate Gas and Electricity connection for their respective portion and that shall not by itself create any right or equity in favour of either parties. The present electricity meters in the respective names of the either parties should be so connected as to ensure supply through them to the respective parties.

- 48.0 In view of this forum, it is thus, crystal clear that both the parties have orally and in writing candidly admitted before this forum that, there is an *interchange* of electricity supply to the respective flats in natural result thereof the party is paying the electricity bill of other and vis-à-vis. Besides it, before the Hon'ble Divisional Bench of the Bombay High Court, they have agreed to have separate electricity connection for their respective flats, which would not create any right or equity in favour of either parties. To make it further clear, it is also agreed that the present electricity meters in the respective names of the parties are to be so connected to ensure supply through them to the respective parties.
- 49.0 This forum therefore observes that, in fact there has not been any dispute between the parties to set right the electricity connection, to enable each party to pay the electricity charges in respect of their premises occupied by them. It is also vitally important to be borne in mind that, in compliance of the consent terms signed before the Hon'ble Divisional Bench of the Bombay High Court referred to above, the *interchange* of electricity connections are required to be set right to ensure the supply of electricity would be available to the respective parties through their own respective meters. Accordingly, we find an effort being made by the respondent BEST Undertaking to set right such interchange of electricity connection in compliance of the consent terms signed before the Hon'ble Divisional Bench of the Bombay High Court but fail to do so, due to non co-operation from the respondent no. 2 Shri Pratap H. Maniar. We may observe at this juncture that, providing an electricity connection to their respective occupied flats has nothing to do with the dispute in respect of the ownership of the flats. Besides it, as observed above the consent terms also makes it abundantly clear that such arrangement would not create any right or equity in favour of either party. It is also significant to observe at this juncture that, the respondent BEST Undertaking also mentions on the electricity bill that, the bill has been issued for the consumption of electricity and the same cannot be used for any other evidence.
- 50.0 In the aforesaid observation and discussion, it is crystal clear that, as prayed by the complainant, the *interchange* of the electricity connection is required to be carried out to enable either party to pay the electricity bill in respect of their flats personally occupied by them. However, that does not put an end to the present controversy as the complainant Dr. Ranjeet H. Maniar has prayed for directing the respondent BEST Undertaking to refund the excess bill amount paid from the date of court's order dated 22/12/2010 and the same to be recovered from the respondent no. 2 Shri Pratap H. Maniar. This forum does not find any iota of merit in the said prayers for a simple reason that the respondent BEST Undertaking has provided electricity supply as per the requisition submitted by either parties to the flats mentioned therein. It is later on either party have interchanged the flats for their occupation and that has naturally resulted into interchange of electric connection. Therefore, the blame lies at the doorstep of either parties and for the same no blame can be ascribed to the respondent BEST Undertaking.

51.0 This forum under such facts and circumstance discussed above proceed to pass the following order:

ORDER

1. The complaint no. S-D-187-2013 stands partly allowed.
2. The respondent BEST Undertaking has been directed to make the necessary arrangement to ensure that the complainant and the respondent no. 2 are availing the electricity supply through their respective meters providing electricity to the flats presently occupied by them, as agreed to in the consent term dated 22/12/2010 filed in Appeal No. 1095/2010, within a period of fortnight from the date of receipt of this order.
3. The complainant and respondent no. 2 are hereby directed to extend every co-operation to the official of the respondent BEST Undertaking in setting right the electricity connection as observed above.
4. The respondent BEST Undertaking has been directed to report the compliance of this order within a period of one month therefrom.
5. Copies be given to both the parties.

(Shri S M Mohite)
Member

(Shri M P Thakkar)
Member

(Shri R U Ingule)
Chairman