

		Date	Month	Year
1	Date of Receipt	02	05	2022
2	Date of Registration	09	05	2022
3	Decided on	05	07	2022
4	Duration of proceeding	56 days		
5	Delay, if any.	nil		

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 - 400001
Telephone No. 22799528

Grievance No.E-454-2022 dtd.09/05/2022

Signapurkar's Leather House Ltd.,.....Complainant

V/S

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

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

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

On behalf of the Complainant : Shri Mark Fernandes




On behalf of the Respondent : Shri M.K. Anwar

Date of Hearing : 29/06/2022

Date of Order : 05/07/2022




(Milind Karanjikar)
Secretary
CGRF BEST

Judgment

- 1.0 The complainant has grievance about demand of the Respondent for an amount of Rs. 2,25,287/- and interest thereon, as alleged arrears towards electricity charges.
- 2.0 The case of the complainant may be stated as under :
- a) The Respondent provides electricity to the premises situated at ground floor of the building at plot -208, Atlas mill compound, Barister Nath Pai Marg, Nr. Mhatar Pakhadi, Mazgao, Mumbai-400010. The registered consumer of the said premises is complainant Signapurkar's Leather House Ltd. under a/c no. 513-055-003. The Respondent also provides electricity to the premises situated at first floor, in the same building situated at plot -208, Atlas mill compound, Barister Nath Pai Marg, Nr. Mhatar Pakhadi, Mazgao, Mumbai-400010. The registered consumer of the said premises also is the complainant Signapurkar's Leather House Ltd. under a/c no. 513-055-004.
- b) According to the complainant, the Respondent is including the amount of Rs. 2,25,287/- pertaining to the said a/c No. 513-055-004 of the complainant to the another a/c No.513-055-003 of the complainant. It is the case of the complainant that the Respondent is not entitled to include the said amount in the a/c No. 513-055-003, because the said amount pertains to the previous consumer firm M/s Mamaji and Corporation under a/c No. 200-024-651. The said firm M/s Mamaji and Corporation has been closed down and whereabouts of it are not known. The meter No. P085981 was removed. The Respondent ought to have approached to the said firm M/s Mamaji and Corporation for recovery of this amount. The Respondent is not entitled to include the liability of the said firm M/s Mamaji and Corporation to the complainant's a/c No. 513-055-004. The Respondent has wrongly added the said liability of the firm M/s Mamaji and Corporation to the a/c No. 513-055-004 of the complainant during the period of lock down imposed by the government due to epidemic of covid-19. Due to the lock down being in force, the complainant could not effectively protest it in time. However, on investigation and report dt. 23.12.2021 of Respondent's Dy. Engineer Shri Sohail Anwar, the said amount of Rs. 2,25,287 /- was transferred to the a/c No. 513-055-003. The said investigation and report of Dy. Engineer Sohail Anwar is biased. Hence, Respondent also cannot transfer the said amount from complainant's a/c No. 513-055-004 to the other a/c No. 513-055-003 of the complainant.
- c) The complainant submits that the Respondent has added the said amount in the a/c No. 513-055-003 in January 2022 "after a decade of three years" as pleaded by the complainant in the instant complainant. It is submitted by the complainant that just because the complainant is occupying the premises presently, the said amount of a/c No. 200-024-651 of the firm M/s Mamaji and Corporation has been transferred to complainant's a/c No., which was disconnected on 24.01.2019. Hence, it is requested by the complainant that this amount be removed from its said accounts and the amount of Rs. 79,873/- pertaining to complainant's a/c No. 513-055-004 be allowed to



(Milind Karan Kar)

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be paid in installments, in view that there was lock down and the complainant company was also facing legal proceedings in National Company Law Tribunal. It is also requested by the complainant that the Respondent be directed not to disconnect the supply.

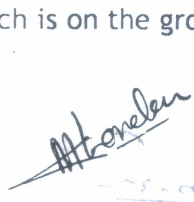
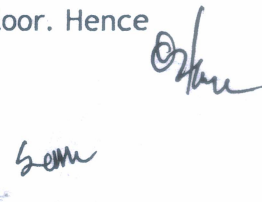
- d) According to the complainant, for the above reasons, the complainant is not liable to pay the additional amount of Rs. 2,25,287/- added in the bill of the complainant and hence it be removed from the bill and the dues of the complainant's account may be allowed to be paid in installment and till then, for non-payment of these dues the Respondent should not disconnect the supply.

3.0 The Respondent has filed reply and opposed the grievance of the complainant. The Respondent's case may be stated as under:

- a) The power supply given through a/c no. 513-055-004 is on the first floor of the building situated as mentioned by the complainant and a/c No. 513-055-003 is on the ground floor of the same building. Due to non-payment of electric bills, the meter pertaining to a/c No. 513-055-004 of first floor was removed on 24.1.2019. Then on 23.12.2021 the official of the Respondent inspected the site of installation and found that there are four accounts namely a/c No. 513-055-002, a/c No. 513-055-003, a/c No. 513-055-004 and 202-006-927 in different premises in the said building but owners of all these premises are the family members and are inter connected. Therefore, the Respondent transferred the dues amounting to Rs. 2,25,287/- pertaining to a/c No. 513-055-004 to the a/c No. 513-055-003, which is in the name of the complainant M/s Singnapurkar's Leather House Pvt. Ltd. in the month of January 2022 under code 24. This code provides that arrears from old disconnected consumer account may be recovered. However, the complainant took objection to it. Respondent informed to the complainant that the said action is lawful and it would not be withdrawn as the premises are interconnected and the owner is same. Moreover though supply was disconnected to the premises of a/c No. 513-055-004, the supply to it was found 'ON' from the premises of the a/c No. 513-055-003. Hence, the Respondent has asked the complainant to pay as per the above demand of the Respondent.
- b) According to the representative of the Respondent, scrutiny of the billing and payment history of a/c No. 513-055-004 does not show that any amount of arrears pertaining to the a/c No. 200-024-651 of consumer M/s Mamaji and Corporation were never transferred to a/c No. 513-055-004 of the complainant. However, it is found that the complainant M/s Signapurkar's Leather's House Pvt. Ltd. has never made any payment for meter No. N175353 of a/c No. 513-055-004 from the date of its installation. The four cheques of Rs. 69,862/-, Rs. 74,000/-, Rs. 44,100/- and Rs. 29,873/- respectively given by the consumer were dishonoured. Due to non-payment the meter No. N175353 of a/c No. 513-055-004 was removed on 24.01.2019. As the consumer of a/c No. 513-055-003 and 513-055-004 is same person i.e. the present complainant, the outstanding amount of Rs.2,25,287/- pertaining to 513-055-004 is debited to the consumer a/c No. 513-055-003 of the complainant, which is on the ground floor. Hence




(Milind Karanjkar)
Secretary
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it urged that the complaint filed before this forum has no merits and therefore, it is liable to be dismissed.

- 4.0 We have heard both the parties and noted their submissions as above. 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 in respect of the outstanding amount of Rs.2,25,287/- by debiting it to the consumer a/c No. 513-055-003 of the complainant M/s Signapurkar's Leather House Pvt. Ltd. is legal, valid and correct?	In affirmative.
2.	Whether the complainant is entitled to any installment facility in paying the amount of arrears ?	The complainant is not entitled to installment facility in paying the amount of arrears.
3.	What order is required to be passed to dispose this grievance application?	The instant grievance application/complaint is liable to dismissed and accordingly it is being dismissed, as is being directed in the operative order being passed herein below.

5.0 We record reasons for our aforesaid findings on points No.(1) to (3) as under:

- It is not disputed that there is a building comprising of ground plus first floor. In this building the complainant's consumer a/c No. 513-055-003 exists for the premises on the ground floor. It is also not disputed on the first floor of this building there was another electric connection in the name of the complainant under the consumer a/c No. 513-055-004 and this connection has been disconnected in the year 2019 and meter has been removed due to non-payment of the electric bills raised by the respondent.
- The dispute raised by the complainant in this complaint seems to be that firstly the Respondent has illegally added the arrears pertaining to earlier consumer M/s Mamaji Corporation Ltd. to the tune of Rs. 2,25,287/- and secondly on removal of meter of a/c No. 513-055-004 of first floor the said amount of arrears of Rs. 2,25,287/- has been added to the present a/c No. 513-055-003 of the ground floor of the complainant. Both these contentions of the complainant are based on the alleged case of the complainant that these arrears neither belong to complainant's a/c No. 513-055-004 of first floor



(Milind Karanjkar)
Secretary
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Same


Attorney

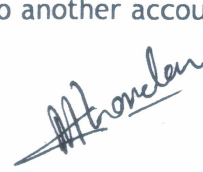
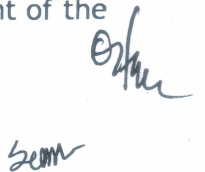
Order

nor to a/c No. 513-055-003 of ground floor and these arrears are belonging to the earlier consumer Mamaji and Corporation who was holding consumer a/c No.202-006-927.

- c) The Respondent's defense to counter the above contentions of the complainant is that the above arrears have not been transferred from the account of Mamaji Corporation Ltd. to the account of the complainant, but it pertains to the account of the complainant itself.
- d) We have examined the pleadings and documents of both the parties. It is seen from the copy of statement generated from the computerized system maintained by the Respondent in due course about the particulars of monthly billing, payment thereof and arrears etc. pertaining the aforesaid consumer accounts no. 513-055-004 of first floor and a/c No. 513-055-003 of ground floor pertaining to the complainant. In respect of the a/c no.513-055-004 of first floor this record of the Respondent shows position of billing etc. from December 2017 to May 2022. In Dec. 2017 the bill was for Rs. 10,902.90, which was not paid and became arrear in the next month's bill. In next month i.e. Jan. 2018, this amount of previous month was shown as arrears and the current bill amount was shown as Rs. 18,241/-. Then in Feb. 2018 the amount of Rs. 18,863.69/- was shown as the current bill amount and arrears of Dec.2017 and Jan.2018 was shown as 29,280.90/-. Then in March 2018 the amount of Rs. 21,013.15 was shown as the current bill amount and arrears of Dec.2017 and Jan.2018 and Feb. 2018 was shown as Rs.48,371.92. Then in April 2018 the amount of Rs. 22,450.42 was shown as the current bill amount and arrears of Dec.2017, Jan.2018, Feb. 2018 & Mar 2018 was shown as 69,599.73. Then in May 2018 the amount of Rs. 30,228.49 was shown as the current bill amount and amount of Rs. 70,392.63 was shown as adjusted amount and paid amount is shown as 69,862/- and arrears were shown as 22,732.82. About the said amount of adjustment, it is submitted by the Respondent's representative that it is again added in the account for the reason that the cheque of Rs. 69862/- given for payment and entered in account in the month of May 2018, was dishonoured. Therefore, in June 2018 the arrears were again increased from 22,732.82 to Rs. 1,23,662.66. In this way the current bills, payments and arrears were recorded in this statement produced by the Respondent for, Dec. 2017 to Jan 2022. In the month of January, 2022 the arrears pertaining to the consumer account no. 513-055-004 of first floor were Rs. 2,25,287/-. This amount was transferred and added to the another account of the complainant bearing a/c 513-055-003 of the ground floor of same building. Therefore, the case of the complainant that the said amount of Rs.2,25,287/- shown in his a/c No. 513-055-004 of first floor is pertaining the a/c of Mamaji Corporation Ltd. is not established by the complainant. It is established by the Respondent that the said amount pertains to the account No. 513-055-004 of the complainant and as it was not paid, the meter of this account of the complainant on first floor was removed and the said arrears were transferred to the current a/c No. 513-055-003 of the complainant on ground floor. As consumer of both the consumer account Nos. 513-055-004 of first floor and a/c No. 513-055-003 of ground floor is the same i.e. the complainant, the debiting of amount of arrears to another account of the




(Milind Karanjikar)
Secretary
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complainant cannot be held illegal. Therefore, we have recorded affirmative findings on point No.1.

- e) It is submitted by the complainant's representative that the arrears of his a/c 513-055-003 may be allowed to be paid in installments taking into consideration that since March 2020 there has been lock down in force on account of its imposition by the Government due to spread of virus of covid -19 and also that the complainant was required to face proceeding for liquidation in NCLT. The representative of the Respondent has strongly opposed these contentions of the complainant. We have examined these submissions of the parties. We do not find merits in the above submissions of the representative of the complainant. There is no law which entitles a consumer to get facility of installment for the aforesaid reasons. Hence, we have recorded negative findings on point No.2.
- f) In view of the above reasons and findings recorded on point No (1) to (2), this complaint/grievance-application will have to be dismissed as is being directed in the operative order herein below. Accordingly we have answered point (3) and hence we pass the following order:

ORDER

- 1.0 The Grievance No.E-454-2022 dtd.09/05/2022 is hereby dismissed.
- 2.0 Copies of this order be given to all the concerned parties.


(Shri. S.S. Bansode)
Technical Member


(Smt. Anagha A. Acharekar)
Independent Member


(Shri S.A. Quazi)
Chairman




(Milind Karanjikar)
Secretary
CGRF BEST