

**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. N-G(S)-107-10 dt . 28-09-2010**

M/s Sumer Kendra Premises Co.op Socy Ltd .....Complainant

V/S

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

**Present**

Quorum :  
1. Shri R U Ingule, Chairman  
2. Shri S P Goswami, Member  
3. Smt Varsha V Raut, Member

On behalf of the Complainant : 1. Shri Bipin M Shah  
(on 20-10-2010)

(on 10-11-2010) 1. Shri Bipin M Shah

On behalf of the Respondent : 1. Shri S B Lande, AECC(GS)  
(on 20-10-2010) 2. Shri N H S Hussain, AO(GS)  
3. Shri S V Chabria, OA(GS)  
4. Shri A V Chachad, Sup(P) (GS)

(on 10-11-2010) 1. Shri S B Lande, AECC(GS)  
2. Shri D A Mehta, DyEB  
3. Shri S V Chhabria, OA(GS)  
4. Shri A V Chachad, Sup(P) (GS)

Date of Hearing : 20-10-2010 & 10-11-2010

Date of Order : 11 January, 2011

**Judgment by Shri. R.U. Ingule, Chairman**

M/s Sumer Kendra Premises Co.op Socy Ltd., CS No 1621, Pandurang Budhkar Marg, Worli, Mumbai - 400025 has come before Forum for grievances regarding dispute against demand of arrears pertaining to A/c No 719-370-001 (old) & A/c No 202-027-899 (new).

**Complainant has submitted in brief as under :**

1. The complainant has approached to IGR Cell of the Respondent on 7.5.2010 regarding his dispute of arrears pertaining to A/c No 719-370-001 (old) & A/c No 202-027-899 (New) of firefighting service.
2. Not satisfied with the reply of respondent's IGR Cell dt 02-07-2010, complainant approached to CGR Forum in schedule A format on 27.09.2010.
3. The complainant has requested Forum to quash and set aside the latest bill dt 11-08-2010 for the month of July, 2010 issued by the respondent in respect of meter no R960054, A/c No 719-370-001, 202-027-899\*4 and meter no 088763 in respect of A/c No 719-367-001\*5 (of lift, water pump, passage lighting & other common amenities) demanding a sum of Rs 23,43,217/- as the respondent BEST has not followed the procedure laid down under Electricity Act, 2003 and Electricity Rules, 2005 while raising the bill. The issuance of the said bill demanding amount from the complainant is illegal as the meter for which the bill is raised was never applied by him and have never consumed energy through the said meter by the applicant. The bill raised is time barred as per Section 56 (2) of Electricity Act, 2003. The complainant requested to give credit for the amount he has paid towards actual consumption of electricity.
4. He has also requested the Forum to direct the respondent BEST to pay a sum of Rs 50,000/- towards compensation for providing deficient services.
5. He also requested the Forum to pass an order restraining the respondent from disconnecting the electric supply till the final outcome of the case.

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

6. The Requisition No.50228 dated 24.1.1994 was registered by M/s. Sumer Builders Pvt. Ltd. for fire fighting purpose for load of 51.98kW (Page1-45). Subsequently, Meter No.R960054 was installed on 4.7.1996 under A/c.No.719-370-001 in the name of M/s. Sumer Builders Pvt. Ltd. for fire fighting purpose. However, this meter was not registered in our record. In April 2004, the meter no. R960054 was taken on our master file under A/c. No. 719-370-001 & billed on the basis of units recorded by the meter as per the applicable tariff.
7. On the basis of Requisition No.50228 registered on 24.1.1994 by Sumer Builders Pvt. Ltd., the fire fighting meter was installed for "standby" purpose in the name of Sumer Builders Pvt Ltd., at Grd floor, Sadhana Mill Compound, Pandurang Budhkar Marg, Worli, Mumbai 400 018. M/s. Sumer Builders Pvt. Ltd is the developer of the said Society. The Society registered in the year 1995, i.e. after development of the said property. Initially, the said meter was installed for firefighting purpose on request from the developer. As stated by the applicant the firefighting

equipment installed at their Society is supplied power through the electricity meter R960054 referred above.

8. The meter R960054 installed in July 1996 was not registered in our record. In April 2004, the meter no. R960054 was taken on our master file under A/c. No. 719-370-001. From the reading folio, it is observed that the after installation of the meter, the reading remained constant till July 1999. Thereafter, there was substantial increase in readings recorded by the meter. Hence, on the basis of the 68842 units recorded in May 2004 the bill was preferred for 68778 [i.e. 68842-64(initial reading)] units for the period from May 1996 to May 2004 and the amount of Rs.6,56,100.34 was debited in A/c. 719-370-001. This is the meter installed for firefighting. Hence as per applicable tariff, fixed charges on the basis of connected load was charged for the period from July 1996 to Aug 2005 and an amount of Rs. 3,59,772.60 was debited in the bill of Sept 2005.
9. The consumer is also using electric supply for common amenities under the A/c.719-367-091. The consumer has not paid the accumulated bill amount towards A/c No. 719-370-001 of firefighting meter. The fire fighting meter is a statutory requirement and electric supply for the said meter cannot be disconnected. Hence, vide our letters referred therein, the Consumer had been asked to make payment towards the said account, else the outstanding amount of firefighting account will be debited in Consumers account 719-367-091. Subsequently the said amount was debited in A/c.719-367-091 in Dec 2007.
10. The applicant vide his letters stated that the said meter was not installed for the Society is not correct as the said meter was installed prior to registration of Society on request from the developer. From the consumption of the meter since Sep'99 it is evident that the meter was in use by the Society.
11. The Consumer has not paid the initial outstanding amount. Hence the amount increased to Rs.17,28,439/-due to levy of delayed payment charges. Notice of disconnection under section 56(1) of Electricity Act,2003 was served to the consumer for disconnection.
12. Initially, vide our letters dated 21/12/2005 & 31/7/2006, the consumer has been informed of the outstanding accumulated bill amount. Thereafter vide our letters dated 29/1/2009, 4/6/2009, 4/9/2009, 1/10/2009 the consumer has been repeatedly informed about the details of bill generated. During this period the consumers representative Shri Sanjay Goradia and others have also been explained about the installation of meter and subsequent billing. As suggested by them, the calculation in respect of accumulated bill in detail have been shown and explained to their representative Shri Bipin Shah.
13. As the consumer has not paid the said amount, hence vide our letters referred therein, the Consumer had been asked to make payment towards the said account failing which electric supply will be disconnected.

14. The consumer has made the payment of Rs.1,95,963/- on 22.10.2009 towards current bills of firefighting A/c.No.719-370-001.
15. The consumer had made the payment of Rs.1,95,963/- against A/c.No.719-370-001. However, no payment was received against A/c.No.719-367-091. So the consumer was sent the bill for A/c. No.719-367-091.
16. The notice sent by the consumer through his Advocate has been replied vide our letter CC(G/S)/AEGS/OAGS-2/HB/3605/2010 dated 15.2.2010. Please refer page 125 of the submission made by us.
17. The reply to the legal notice dated 6.1.2010 has already been forwarded vide our letter dated 15.2.2010. Please refer page 125 of the submission made by us.
18. The information required by the applicant vide RTI dated 9.12.2009 has been furnished on 8.1.2010.
19. The first bill for the said meter was raised in May 2004. The amount towards the said bill became due on presentation of the said bill only. Thereafter also the said amount is continuously appearing in the consumer account. Hence the above amount is recoverable & is not time barred. Please refer to the judgment of High Court in BEST V/s Yatish Sharma placed at 147-173 of the submission made by us.
20. The consumer stated that they are having the firefighting equipment. The electric supply to this equipment is through meter No.R960054. Now, the payment towards the current bill of the meter is being made by the consumer. The installation of fire fighting meter is a statutory requirement. Please refer Chief Fire Officer's letter placed at page 175-179. Initially, the meter for firefighting purpose was installed on 4.7.1996 on request from developer M/s. Sumer Builders Pvt. Ltd . After completion of the construction the same was handed over to the Society which was registered in the year 1996. The meter installed is in the name of M/s. Sumer Builders Pvt. Ltd & not Sumer Kendra premises Co-op Society Ltd and the supply through the said meter is being used for the firefighting equipment.

So far the consumer has made the payment as follows:

Rs.4,00,000/- on 19.03.2009	A/c.No.719-367-091	(Common amenities Account)
Rs.1,95,963/- on 26.10.2009	A/c.No.719-370-001	(Old Account of firefighting)
Rs.2,00,000/- on 7.09.2010	A/c.No.202-027-899	(New Account of firefighting)

21. Our pray to the Hon'ble CGRF is to direct the applicant to pay the full amount of Rs.22,19,446.99 towards new A/c.No.202-027-899 (A/c allotted in lieu of 719-367-091) upto 1.9.2010.

## REASONS :

22. We have heard the representative Shri Bipin M Shah for the complainant CHS and representatives Shri S B Lande, Shri N H S Hussain, Shri S V Chabria, Shri A V Chachad & Shri D A Mehta for the respondent BEST Undertaking, at length. Perused papers.
23. On this occasion we have been confronted with a very peculiar and tricky situation. The bone of contention has been that on 24<sup>th</sup> Jan 1994 a builder M/s. Sumer Builders Pvt. Ltd. has submitted a Requisition no.50228 for *firefighting purpose* for load of 51.98 kW and accordingly a meter no. R960054 was installed on 4<sup>th</sup> July, 1996 with A/c no. 719-370-001 in the name of said builder.
24. Despite the said meter was installed on 4-7-1996, due to a lapse on the part of respondent BEST Undertaking it was not taken on its register for billing purpose. It is in the month of April 2004 the said meter was taken on the record with an A/c no. 719-370-001 and billed on the basis of units recorded by the said meter.
25. The said meter no. R960054 was initially showing a constant reading till July 1999. Thereafter there was substantial increase in the reading recorded by the meter, hence on the basis of consumption of units of 68,842 in the month of May 2004 a bill was raised of an amount of Rs.6,56,100.34 for a period from May 1996 to May 2004 and debited in A/c no. 719-370-001.
26. As the said meter was installed for firefighting purpose therefore as per applicable tariff fixed charges on the basis of connected load was charged for a period from July 1996 to August 2005 and an amount of Rs.3,59,672.60 was debited in the bill of September 2005.
27. As per the contention of the respondent BEST Undertaking the consumer was also using electric supply for common amenities under A/c no. 719-370-091. As the consumer did not pay accumulated electricity consumption charges towards firefighting meter therefore the said arrears amount was subsequently debited in the common amenities A/c no. 719-367-091 in December 2007. As the consumer did not pay the outstanding amount, the same has been increased to Rs.17,28,439 due to levy of Delayed Payment charges. The consumer has made a part payment towards accumulated electricity charges.
28. Thus one would find that the dispute has been focused mainly around the arrears of electricity charges of a meter installed for firefighting purpose.
29. We find that the complainant Co-operative Society by filing the instant complaint before this Forum, has resisted the claim of the arrears amount made by the respondent BEST Undertaking *inter alia* on the ground that the meter provided for firefighting purpose was never used

by the complainant society at any point of time. The complainant society never applied for the said meter. Therefore was not even aware of the installation of the said meter. The complainant Co-operative Hsg Society therefore contends that it has not applied for and got installed the firefighting meter no. R960054 therefore not liable to pay any charges to the respondent.

30. The Assistant Engineer, Customer Care of respondent has addressed a letter to M/s. Sumer Builders Pvt. Ltd. for payment of electricity arrears amount of Rs.17,28,439. Vide the electricity bill dated 27-8-2008, the complainant society has been asked to pay the bills after lapse of 15 years without providing any details. When the meter for firefighting purpose was installed the society was in existence. The complainant society therefore submits that the meter for firefighting purpose has been installed at the instance of the builder M/s. Sumer Builders Pvt. Ltd. The complainant never consented to it and was not aware of it. Therefore, the complainant society cannot be asked to pay any electricity charges towards the said meter.
31. The complainant society further avers that the alleged electricity charges in arrears cannot be transferred in the other accounts. The claim made by the respondent has also been time barred. When the firefighting meter was installed on 4-7-1996 M/s. Sumer Builders Pvt. Ltd. was not at all owner of the said premises, as it was under a charge of the complainant society which was registered on 18-9-1995. Therefore, the respondent BEST Undertaking in a collusion with the said builder cannot take any action against the complainant society for recovery of any electricity charges. The complainant Hsg society has paid the part of the amount without any prejudice to its stand and under protest, hence a prayer for allowing the complaint.
32. We thus find that admittedly it is builder M/s. Sumer Builders Pvt. Ltd. who has admittedly applied for installation of a meter no. R960054 for firefighting purpose under requisition no. 50228 and the same was installed on 4-7-1996 under A/c no. 719-370-001 in the name of said builder. Significant to observe that the other meter no 0940282 installed for supply of electricity for common amenities under A/c no. 719-367-091, has also been standing in the name of said builder. As such both the meters and the Accounts *viz* for firefighting purpose and common amenities stand in the name of M/s. Sumer Builders Pvt. Ltd. However, we find that the respondent BEST Undertaking has been insisting upon the complainant Co-operative Hsg society to pay the electricity charges in arrears, which has been a matter of dispute before us, to be redressed with.
33. We find that the respondent BEST Undertaking by submitting its written statement dated 11<sup>th</sup> October 2010 has averred in paragraph no. 3(F) that the complainant society's statement that the firefighting meter was not installed for society is not correct as the said meter was installed prior to registration of the society on the request from the developer. In this regard we observe that all the correspondence entertained by the complainant CHS has been showing its registration

number and date on its letterhead itself, viz 18-9-1995. As per the contention of the respondent BEST Undertaking the meter no. R960054 for firefighting purpose was installed on 4<sup>th</sup> July 1996 under A/c no. 719-370-001. It is therefore evident that the submission of Respondent has been erroneous. We observe that when the said meter was installed for firefighting purpose, the complainant society was in existence in the form of registered housing society, as observed above. Pertinent to observe at this juncture that the application dated 7-5-2010 was made by the complainant society submitted in Annexure 'C', however its reply was sent to M/s. Sumer Builders Pvt. Ltd., by the Divisional Engineer, Customer Care (G/S) referring to number of letters addressed to the said builder directing it to pay the electricity charges in arrears. The list of the said letters 13 in numbers has been given under para no 'J' in a letter dated 2<sup>nd</sup> July 2010 placed before us. These letters are addressed to the said builder during a year from 2005 till end of 2009. The copies of some of the letters are placed before us by either parties to the dispute.

34. We thus find that the respondent BEST Undertaking has been issuing electricity bills in the name of the said builder M/s. Sumer Builders Pvt. Ltd. The ledger folio maintained by the respondent BEST Undertaking giving the details of the meter no, Account no, consumption of electricity units charges to be paid etc placed on file shows that the same stands in the name of M/s. Sumer Builders Pvt. Ltd. To reiterate it is M/s. Sumer Builders Pvt. Ltd. who applied for the installation of both the meters viz. for firefighting purpose as well as for common amenities purpose. There has been nothing on record to show that for the installation of the meter for firefighting purpose, the complainant society has consented. There has also nothing on record to show that the liability to pay electricity charges for the said meter has been accepted or fasten on the complainant society. To reiterate, the Respondent BEST Undertaking has been all along claiming arrears of electricity charges from the said builder. However taking a turn in 180 degree started claiming the said electricity charges from the complainant society. In our considered view therefore it is for the respondent BEST Undertaking to claim the electricity charges in arrears from the said builder and not from the complainant Hsg society.
35. We may further observe that to our surprise the Supdt. (G/S) of the respondent BEST Undertaking by addressing a letter to M/s. Sumer Builders Pvt. Ltd. dated 6<sup>th</sup> August 2008, placed before us at Exhibit-C by the complainant, informed the said builder that the complainant has been the user of the meter no. R960054, therefore the builder was requested to get the said meter transferred in the name of the actual user and to clear outstanding dues at the earliest. The respondent has also enclosed of change of name form for necessary action from the end of Sumer Builders Pvt. Ltd.
36. In this context it would be beneficial to advert to Regulation 10.1 and 10.3(i) provided under MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005, and it reads as under.

## 10. *Change of Name*

*10.1 A connection may be transferred in the name of another person upon death of the consumer or, in case of transfer of ownership of occupier or occupancy of the premises, upon application for change of name by the new owner or occupier:*

*Provided that such change of name shall not entitle the applicant to require shifting of the connection to a new premises.*

*10.3 The application under Regulation 10.2 shall be accompanied by:*

*(i) consent letter of the transferor for transfer of connection in the name of transferee;*

37. We thus observe that on perusing the concerned regulations provided under MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 for change of name lays down a scheme in a clear cut manner that, it is for the *new owner or occupier* to apply for change of name. However, in the matter before us the official of the respondent BEST Undertaking instead of insisting upon such a *new owner or occupier* i.e. complainant Hsg society, has been sending a form to M/s. Sumer Builders Pvt. Ltd. for change of name for its necessary action. Needless to observe at this juncture that such action initiated by the respondent BEST Undertaking has been grossly erroneous and totally against the scheme for change of name envisaged under MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005.
38. We thus find that the official of the respondent BEST Undertaking has not taken a timely action contemplated under the law to get transfer the meters in the name of the consumers. We further observe that despite knowing the consumer is complainant society, no any attempt or efforts have been made by the Respondent BEST Undertaking to bring on its record the actual consumer of electricity. As such the officials of the Respondent BEST Undertaking has rendered the Regulation No. 10, as redundant and obsolete. We can not fathom any reason, as to why the Respondent BEST Undertaking allows to continue such state of affair, in total contravention and violation of the said Regulation No. 10, which is having a statutory force. We fail to understand that why the Respondent BEST Undertaking is blissfully complacent in accepting part payments from the complainant society, instead of compelling the complainant to get these meters transferred in their name. In this context respondent BEST Undertaking could have taken into consideration provisions provided under section 56 (1) and 126 of the Electricity Act, 2003.
39. To conclude we observe that the meters have been applied by M/s. Sumer Builders Pvt. Ltd. The consumption of electricity charges in arrears against it, have been shown by the respondent BEST Undertaking in the name of M/s. Sumer Builders Pvt. Ltd. As observed above



electricity recovery bills have been raised against M/s. Sumer Builders Pvt. Ltd. All along the respondent BEST Undertaking has been claiming the electricity charges in arrears against M/s. Sumer Builders Pvt. Ltd. by addressing various letters to it. Therefore it is highly unsustainable on the part of the respondent to seek a direction from this Forum for the complainant to pay the electricity charges in arrears of Rs.22,19,446.99 upto 1-9-2010. To reiterate, we observe that it is for the respondent BEST Undertaking to recover the electricity charges in arrears from M/s. Sumer Builders Pvt. Ltd who is the bonafide / legal meter holder i.e. on whose name the meter stands. We may observe at this juncture that the complainant Co-operative Hsg Society might have paid some of the part payment under protest. In our considered view that has been a frail & fragile thread to rope in the complainant Co-operative Hsg Society, in making it liable to clear electricity charges in arrears.

40. Before we part with this order, we may observe that in order to get a better clarification in the matter we had directed M/s. Sumer Builders Pvt. Ltd. to submit its say in the present matter under our consideration. However, M/s. Sumer Builders Pvt. Ltd. has chosen not to submit its say in the matter before us. We have awaited a reply from M/s. Sumer Builders Pvt. Ltd. for a considerable period. However, as we did not receive any, therefore we have proceeded to pass this order on the basis of the materials available before us.
41. In view of the forgoing reasons & discussions, we proceed to pass the following order.

**ORDER** :

1. The complaint no N-G(S)-107-10 dt. 28-09-2010 stands allowed.
2. The respondent BEST Undertaking has been hereby restrained from claiming the electricity charges in arrears, from the complainant Co-operative Hsg society but from the meter holder.
3. Copies be given to both the parties.

(Smt Varsha V Raut)  
Member

(Shri S P Goswami)  
Member

(Shri R U Ingule)  
Chairman