

		Date	Month	Year
1	Date of Receipt	27	05	2025
2	Date of Registration	30	05	2025
3	Decided on	23	07	2025
4	Duration of proceeding	54 days		
5	Delay, if any.			

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM
B.E.S. & T. UNDERTAKING

(Constituted under section 42(5) of the Electricity Act 2003)

Ground Floor, Multistoried Annex Building,
BEST's Colaba Depot
Colaba, Mumbai - 400 001
Telephone No. 22799528

Grievance No.C-518-2025 dtd. 30/05/2025

Mr. Vijay Joshi

.....Complainant

V/S

B.E.S.&T. Undertaking

.....Respondent no. 1

Present Coram : Hon'ble Chairman (CGRF) : Mr. M.S. Gupta
Hon'ble Independent Member : Mrs. A. A. Acharekar
Hon'ble Technical Member : Mr. J.W. Chavan

On behalf of the Complainant : Mr. Vijay Joshi

On behalf of the Respondent No.1 : BES&T Undertaking

1. Mr. V.K. Ade, Superintendent, Customer Care 'C' Ward
2. Mrs. S.S. Dongre, Administrative Officer, Customer Care 'C' Ward

On behalf of the Respondent No. 2 : Mr. Popatbhai Patel

Date of Hearing : 16/07/2025

Date of Order : 23/07/2025

Judgment

- 1.0 The grievance is regarding change of name carried out by the Respondent no. 1 in favour of the Respondent no. 2 without consent of the Complainant. The original consumer was late Mr. Gordhandas Vajeram (father of the Complainant) expired on 26/09/1987, having old A/c no. 345-231-101. The dispute is regarding electricity meter connection no. C182207 installed at 95/97, Kuawala Building (Vasant), N.J. Acharya Road, Cavel Street, Gaiwadi, Kalbadevi, Mumbai- 400002 (for short "the said premises").
- 1.1 The Complainant has submitted that the Respondent no. 2 Mr. Popatbhai Ramdas Patel has transferred the electricity connection of the said premises in his favour with malafide intentions and illegal / faulty declaration. Change of name and account closed done by the Respondent no. 1 without knowledge, notice & consent of the Complainant. The Complainant has prayed to revert back change of name carried out by the Respondent no. 1.
- 1.2 The Complainant in Rejoinder dtd. 28/06/2025 claims that he denies the correctness of all the statements made in the Affidavit by the Respondent no. 2 and states that the property is neither purchased by him nor is in his possession, as Sale Deed is not produced and transfer of tenancy rights have not been carried out. The Complainant has denied the un-registered Power of Attorney submitted by the Respondent no. 2. He has further stated that he is in possession & occupation of the said property and paying rent regularly to the Landlord. RAD suit no. 1603/2013 & RAE suit no. 1365/2135/2010 are pending between the Complainant and the Landlord over the said property in the court of Small Cause at Mumbai.
- 1.3 The Complainant has reiterated that he is in possession of the said property and never surrendered rights and authority to the Landlord to transfer the tenancy in favour of Mrs. Veena Uday Shetty. He has raised objection to the forged documents submitted by the Respondent no. 2 without giving dates of the execution of documents for transfer of possession and he has not appointed Mrs. Veena Uday Shetty as an Attorney vide un-registered Power of Attorney without witness, which also does not specifically empower the Attorney to transfer the electric meter in her name.
- 1.4 The Complainant has alleged that document dtd. 01/02/2010 appears to be pretended Sale Deed though produced as MoU by the Respondent no. 2. Also

he has further stated that these are falsified documents, since as a tenant he cannot sale the Landlord's property and it is not a registered document. Also, it is contended that the signatures are not identified and the documents lapse authenticity and legal competency.

- 1.5 The Complainant further denies the MoU dtd. 15/06/2012 submitted by the Respondent no. 2 as the immovable property cannot be transferred by way of MoU without registration and notarization of document. The Complainant has alleged that Mr. & Mrs. Shetty have no right to transfer the property and the Landlord has not transferred the property or issued registered tenancy rights, hence the property can only be sold by the owner and Mr. & Mrs. Shetty are not owner of the said property. He has further stated that he is a tenant of the property and is in occupation & possession of the property for long period of time, paying rent to the Landlord. The Complainant has contended that the Indemnity Bond and other fabricated documents such as Affidavit etc. submitted by Mr. & Mrs. Shetty does not hold any legal value as they are neither owner or tenant of the property.
- 1.6 The Complainant has challenged the Respondent no. 2 to produce original rent bills with deposit receipts. The Complainant has questioned authenticity of the rent bill to be compared with the original bill provided by the Landlord. He has claimed that the Respondent no. 1 has not executed authentic process under the protocol of PO. No. 236 of the Respondent no. 1, while transferring the name on the electricity bill to the Respondent no. 2.
- 1.7 The Complainant alleges that the rent receipt produced by the Respondent no. 2 for change of name is a fabricated document and not issued by the Landlord. On the other hand, the Complainant is tenant of the premises with original consumer on record and has an entitlement to get the electric meter transfer in his name. The Complainant has therefore prayed to transfer the electricity connection in the name of the original consumer.
- 2.0 The Respondent no. 1 stated that, on 14/08/2023 Mr. Popatbhai Ramdas Patel submitted change of name application to transfer the meter no. C182207 of the consumer no. 235-231-101 which was in the name of late Mr. Gordhandas Vajeram. Rent receipt in the name of PopatLal Ramdas Patel and NOC from the Landlord were submitted with the application. As per practice, the application was accepted from authorized person, Mr. Shrikant Raut with ID

proof, as the registered consumer Mr. Gordhandas Vajeram had expired. NOC of the Landlord was accepted as per PO no. 236 dtd. 03/05/2017.

- 2.1 The Respondent no. 1 has stated that it is observed after Gordhandas Vajeram expired on 26/09/1987, the electricity bill was found to be on his name till August 2023. Also the rent receipt after 1996 was not submitted.
- 2.2 During the inspection carried out on 10/06/2025, Popatbhai Patel was observed to be in possession of the said premises as per the statement of workers thereat to the Meter Inspector. Hence, the Respondent no. 1 has prayed to dismiss the request of the complainant.
- 3.0 The Respondent no. 2 has stated that the said premises is purchased by him and he is in possession of the said premises. Mr. Uday Shetty is his Special Power of Attorney for looking after maintenance & other legal, administrative works. He has further stated that the Complainant has surrendered tenancy rights to Landlord Vasantkumar Maneklal & Pravinchandra Maneklal with no rights over the property to the legal heirs. Also the absolute right and authority to transfer the tenancy has been given to the Landlord in favour of Mrs. Veena Uday Shetty, including rights to transfer the electric supply.
- 3.1 He has further stated that Mrs. Veena Uday Shetty has been appointed by the Complainant as Special Power of Attorney holder in the year 2010 for transferring electric meter.
- 3.2 It is further informed that vide MoU with Mrs. Veena Uday Shetty executed in the year 2010 the said premises is sold at a consideration amount of Rs. 13,00,000/- by the Complainant. The Tenancy Agreement was also executed in the year 2010 for the same. In the year 2012, another MoU was executed for the consideration amount of Rs. 25,00,001/- to purchase the said premises from Mrs. Veena Uday Shetty & Mr. Uday Shetty by the Respondent no. 2. Also Indemnity Deed was executed along with Affidavit cum NOC. Hence, he has alleged that he is the bonafide purchaser of the said premises and Complainant is misleading the Respondent no. 1 and the Forum.
- 3.3 He has further stated that the Complainant has submitted RAE suit no. 1365/2135 of 2010 which is infructuous as the Complainant has already sold the said premises and suppressed the material facts, which is a criminal offence. He has prayed to dismiss the grievance submitted by the Complainant.

- 4.0 From rival submissions of the parties following points arise for our determination with findings thereon for the reasons to follow :

Sr. No.	Points for determination	Findings
1	Whether the change of name carried out by the Respondent no. 1 is valid ?	Affirmative
2	What order ?	As per final order.

REASONS

- 5.0 We have heard the arguments advanced by both parties and their representatives and have carefully perused the documents submitted in this matter.
- 5.1 It is observed that at present the possession of the said premises is with the Respondent no. 2 as per the inspection report of the Respondent no. 1 dtd. 10/06/2025. Before change of name carried out in the name of the Respondent no. 2 for the meter connection from late Mr. Gordhandas Vajeram on 14/08/2023, the Respondent no. 2 was in the possession / occupancy of the said premises. Gordhandas Vajeram expired on 26/09/1987, however, electricity bill was in his name till August 2023. No documents in support of the action taken by the Complainant has been submitted for change of name or against the illegal possession by the Respondent no. 2. The documents submitted are incomplete and insufficient to substantiate the claim of possession and action taken by the Complainant since illegal possession (as per his claim) of the Respondent no. 2. Moreover, the Complainant agreed peaceful possession and occupancy of the Respondent no. 2 during the hearing. Also, the Complainant has not denied acceptance of payment of Rs. 13,00,000/- as mentioned in the MoU with Mrs. Veena Uday Shetty, wherein the Complainant is expressed as Seller and Mrs. Veena Uday Shetty is mentioned as the Purchaser as the party of the second part.
- 5.2 Regarding other claims of legal suits and forgery of documents etc., the claims have not been substantiated by the Complainant with forensic or legal documents. The documents submitted by the Respondent no. 2 raise questions of authenticity on many grounds and needs to be confirmed.

- 5.3 The Respondent no. 1 has carried out change of name against rent receipt and NOC from Landlord. The details of ongoing RAD & RAE suits were not submitted by the Complainant as well as the Respondent no. 2 at the time of change of name executed by the Respondent no. 1. The original consumer Gordhandas Vajeram expired on 26/09/1987. The electricity bill was on his name till August 2023. The Complainant has raised objection on name changed only on 08/05/2025. The electricity connection remained in the name of the deceased person for over 35 years. The Complainant has claimed that the Respondent no. 1 has illegally transferred the connection. The Supply Code typically requires proof of lawful occupancy or ownership for a name change. The core discrepancy lies in the validity of the documents submitted to the Respondent no. 1 at the time of change of name. If the Landlord (as claimed by the Respondent no. 1) is not the actual Landlord or has no legal right to grant an NOC for the electricity connection, this would violate the spirit of proper documentation required by the Supply Code. The Distribution Licensee is obligated to ensure that any change of name reflects the legitimate occupant / owner. Processing a name change based on potentially fraudulent or invalid documents would be a non-compliance.
- 5.4 The Complainant has claimed that he is lawful tenant, paying rent and disputes the Sale Deed and Power of Attorney of the Respondent no. 2 as false or unregistered. The Respondent no. 2 has claimed that Sale Deed, MoU, Indemnity Deed and Special Power of Attorney submitted makes him a bonafide purchaser. The crux of the case lies in the conflicting property documents. The Supply Code, while not adjudicating property disputes, relies on clear and legitimate proof of ownership or lawful occupancy for providing electricity services. The Complainant's assertion that documents are unregistered or false, directly challenges their validity under property law, which would in turn impact the legitimacy of any electricity service based on documents. Distribution Licensees are generally not expected to resolve complex property disputes. However, if there is prima-facie evidence of forged documents (as alleged by the Complainant), the Distribution Licensee might be required to seek clarification or await a Court's decision before altering service details, to avoid facilitating fraudulent activities. The Supply Code emphasizes the need for proper documentation.
- 5.5 The Complainant has claimed that the Respondent no. 1 acted with malafide intention and illegal / faulty declaration and the Respondent no. 2 has

submitted forged documents. The Respondent no. 2 claims that the Complainant is misleading and his RAE suit is infructuous, as he already sold the premises. Direct allegations of fraud and forgery are present from both sides. While the MERC can resolve consumer grievances related to electric supply, it typically differs to Civil courts or other competent forums for matters of property ownership for title disputes. The Distribution Licensee would likely be advised to maintain the status-quo of the connection until the property dispute is definitively resolved by a higher legal authority.

- 5.6 It is expected that the Distribution Licensee should act with due diligence due to fundamental disputes over property rights and the authenticity of submitted documents, potentially requiring further verification or waiting for the outcome of ongoing Civil cases to ensure compliance with the spirit of the Supply Code.
- 5.7 The documents submitted for the name change raise questions of authenticity and legal validity. The Complainant has provided prima-facie evidence of tenancy and possession, supported by pending litigations in Civil Courts. The Supply Code mandates verification of lawful occupancy or ownership before processing a name change. The Forum is not competent to adjudicate property disputes but must ensure compliance with the Supply Code and prevent facilitation of potentially fraudulent activities. The Forum advises the Complainant to pursue resolution of property rights through appropriate Civil Courts. The Forum emphasizes the need for the Respondent no. 1 as Distribution Licensee to update consumer records diligently and avoid reliance on unverified or disputed documents.
- 5.8 Astonishingly, the Complainant though claims that he has been in possession of the said premises but during the course of argument he conceded that the Respondent no.2 has been in settled possession of the same. Besides, the Complainant also admits that the Respondent no.2 has been paying him rent of the said premises through cheques and in turn he is depositing the same in the court. This vindicate the contention of the Respondent no.2 that he has been in long standing possession of the said premises. Thus, keeping aside the issue of title on the said premises, which can be adjudicated by the competent Civil Court, the Forum comes to the conclusion that the action taken by the Respondent no.1 regarding change of name, at this juncture, is not required to be interfered with. Hence, we conclude that in the light of the forgoing

circumstances, the change of name carried out by the Respondent no. 1 is valid.

- 6.0 In this view of the matter the point no. (1) is answered Affirmative and we pass following order as answer to point no.2.

ORDER

1. The Grievance No. C-518-2025 dtd.30/05/2025 is dismissed.
2. Copies of this order be given to all the concerned parties.



(Mr. Jitendra W. Chavan)
Technical Member



(Mrs. Anagha A. Acharekar)
Independent Member



(Mr. Mahesh S. Gupta)
Chairman

