

		Date	Month	Year
1	Date of Receipt	30	07	2025
2	Date of Registration	04	08	2025
3	Decided on	01	10	2025
4	Duration of proceeding	57 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.E-525-2025 dtd. 04/08/2025

M/s. Ghadia & Co.

.....Complainant

V/S

B.E.S.&T. Undertaking

.....Respondent no. 1

M/s. Ambika Timber Mart

.....Respondent No. 2

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. Amit C. Gadhia

On behalf of the Respondent No.1

: BES&T Undertaking

1. Mr. Sudhakar M. Taur, DECCE, Customer Care 'E' Ward

2. Mr. Manojkumar More, AAOE, Customer Care 'E' Ward

On behalf of the Respondent No.2

: Mr. Nitin Jiwani

Date of Hearing

: 18/09/2025

Date of Order

: 01/10/2025

Judgment

- 1.0 The core issue is the alleged illegal transfer of electricity meter from Consumer name M/s. Ghadia & Co. to M/s. Ambika Timber Mart. The Complainant, M/s. Ghadia & Co. has stated that they have been the statutory tenants of Gala No. 94, Ground Floor, Behind Gala No. 71, Sant Savta Marg, Mustafa Bazar, Mumbai - 400010, hereinafter mentioned as the "Said Premises". They have been running Carpentry business at the said premises since 1963. The details of the Change of name are given below :

Sr. No.	Change of name				Date of change of name	Remark
	From	Old A/c No.	To	New A/c No.		
1	M/s. Ghadia & Co	522-425-005	M/s. Ambika Timber Mart	522-425-005	31.8.2010	
2	M/s. Ambika Timber Mart	522-425-005	M/s. Ghadia & Co	522-425-005	9.05.2011	
3	M/s. Ghadia & Co	522-425-005	M/s. Ambika Timber Mart	522-425-014	28.1.2025	I.D 9164459 28.1.2025

- 1.1 Tenancy was originally created by Darvesh-Wakf-ul-Aulad, a private trust, (which is the property owner) in favour of Respondent No. 2, M/s. Ambika Timber Mart. In 1963, M/s. Ambika Timber Mart let-out the demised premises to the Complainant. The Complainant claims that the Respondent No. 2 has issued an NOC to the Ward Officer 'E' Ward, which confirms the tenancy of the Complainant & occupation since 1963 and granted them permission to obtain a business license on 07.12.1970.
- 1.2 The Complainant further states that they have been allotted Consumer No. 522-425-005 with 2 electric meters viz. (Old) 367155-(New) C-987430 &(Old) 911181-(New) L-984010 for the premises since 1974, by Respondent No. 1. They have claimed that the electricity bills were in their name and they have paid electricity bills without any objections until 2010. They have alleged that the Respondent No. 2 has repeatedly tried to fraudulently transfer the electricity meter account in their name with attempts in 2010, 2013 and 2017. But,

Complainant has objected and account was restored in their name by Respondent No. 1.

- 1.3 The Complainant has further expressed that the electricity bills for present disputed Meter No. M197418 (recently installed under Consumer No. 522-425-005 old, 522-425-014 new) were clandestinely transferred to the name of Respondent No. 2 recently in January, 2025 without their knowledge or concern. The Complainant has paid the bills until June 2025 to prevent power disruption and has requested that the meter be restored to their name.
- 2.0 The Respondent No. 1 has submitted that the disputed meter connection under Account No. 522-425-005 was originally installed in the name of the Complainant on 23.03.1967.
- 2.1 The Respondent No. 1 further state that the name on the Electricity Bill was changed to the name of Respondent No. 2 on 28.01.2025 based on an application with documents viz. paid electricity bill November 2024, PAN Card, an Undertaking, Rent Receipt and NOC from Landlord with Indemnity Bond.
- 2.2 The Respondent No. 1 has asked the Complainant vide letter dated 21.07.2025 requesting them to submit documents such as Rent Receipt or NOC from the Landlord, which they were unable to submit as requested.
- 2.3 Accordingly, the Respondent No. 1 has asked the Forum to dismiss the grievances of the Complainant.
- 3.0 The Respondent No. 2 claims to be originally tenants of the trust since before 1940, they have stated that their NOC letter dated 07.12.1970 in favour of the complainant, submitted to the BMC did not mention the procurement of an electricity meter connection.
- 3.1 The Respondent No. 2 admits that they had applied for the name change in 2010, which was granted on 31.08.2010. They further state that the Respondent No. 1 then changed the name back on 09.05.2011, without them being heard.
- 3.2 They further state that the meter was changed to their name on 31.12.2024, "after proper verification of the documents available". They submitted NOC from Landlord dated 15.03.2023 in their favour.
- 3.3 Thus, they conclude that the procedure not followed earlier or the unavailability of documents cannot justify /legalise the matter.

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 in favour of the Respondent no.2 is valid ?	Negative
2	What order ?	As per final order.

REASONS

5.0 We have heard the arguments advanced by all parties and their representatives and have carefully perused the documents submitted in this matter.

5.1 The core of the dispute revolves around Regulation 12.3 of the MERC Supply Code, 2021. The compilation of documents shows the long running disputes over the electricity meter account No. 522-425-005 for the said premises at Gala No. 94, with both Complainant and Respondent No. 2 claiming the right to the account based on their respective tenancy claims and submitted documents. The Complainant, M/s. Ghadia & Co. has raised a grievance regarding unauthorized and unilateral Change of name on electricity meter account No. 522-425-005 (later changed to 522-425-014) from their name to that of Respondent No. 2, M/s. Ambika Timber Mart. The Complainant claims to be a statutory tenant and actual occupant of the premises since 1963 and has been paying electricity bills consistently since 1974. The meter was installed and used by the Complainant for decades, yet Respondent No. 2 succeeded in changing the name in 2025, raising question about the legitimacy of the transfer.

5.2 Section 43 of the Electricity Act, 2023, places a legal duty to supply electricity on request to the owner or to the occupant of any premises. The discrepancy here is that the Respondent No.1, BEST Undertaking (the Distribution Licensee), transferred the meter account from the Complainant, M/s. Ghadia & Co., who claims to be a long term statutory tenant and occupier of the premises to the Respondent No. 2, M/s. Ambika Timber Mart. This action seems to contradict fundamental principle of providing electricity to the person in actual occupation. While Respondent No. 2 has submitted documents, the existing connection was in the name of the Complainant and they claim continuous use and occupation since 1973. The Inspection Report dated 12.07.2025, confirms that the meter is in physical possession of the Complainant, who is using it for commercial purpose. Despite of this, the meter name remains with Respondent No. 2,

contradicting the Electricity Act principle of supplying electricity to the actual occupant.

- 5.3 The Respondent No. 1 changed the name on the meter based on document submitted by Respondent No. 2 without notifying the existing account holder (Complainant), also, without providing an opportunity to be heard. This violates the principle of natural justice and Regulation 12.3, which requires verification of occupation and ownership before approving such changes. However, after the Complainant submitted grievances, the Respondent No. 1 asked them to submit documents to prove their own tenancy and ownership of the meter. This action appears to shift the burden of proof from new applicant (Respondent No. 2) to the long standing account holder (Complainant) to establish rightful claim.
- 5.4 Previous attempts by Respondent No. 2, to change the name in 2010, 2013 and 2017 were rejected after site inspections and objections. These historical precedents were ignored while carrying out the above Change of name in 2025. Repeated changes and reversals also suggest procedural inconsistency and lack of finality in the decisions of Respondent No. 1. During the hearing, the Complainant submitted various letters received from Respondent No. 1 earlier in the year 2012, 2014 & 2017. Whereupon, it is observed that the Respondent No.2 has made attempts to transfer the Change of name earlier by submitting NOC from Landlord. However, the Respondent No.1 has asked the Respondent No.2 to submit consent letter or NOC of the previous Consumer at that time. In spite of above, the Respondent No. 1 has effected Change of name in 2025 without demand of consent letter of the previous Consumer ignoring the precedent.
- 5.5 The Respondent No. 2 submitted NOC from Landlord dated 15.03.2023, Rent Receipt (2024), Indemnity Bond, Property Tax bill. The Complainant submitted objection letter, electricity bills from 1978 onwards and letters from Respondent No.1 acknowledging their occupancy. The Respondent No. 2's documents support tenancy but not actual occupation or meter usages. The Complainant has stronger evidence of physical possession and usages.
- 5.6 The Forum has observed that originally the meter was installed in the name of the Complainant on 23.03.1967, it was in physical possession of the Complainant and used by the Complainant for decades, yet Respondent No. 2 succeeded in changing the name in 2025 raising question about the legitimacy of the transfer. Due to the action of the Respondent No. 1 effecting Change of name, the meter name remains with Respondent No. 2, contradicting the Electricity Act principle of supplying electricity to the actual occupant. The burden of proof should lie with the new applicant (Respondent No. 2), not on the the long standing account holder (Complainant) to establish rightful claim. The Respondent No. 2's documents support tenancy but not actual occupation or meter usages. The Complainant has stronger evidence of physical possession and usages. Repeated

changes and reversals also suggest procedural inconsistency and lack of finality in the decisions of Respondent No.1. Hence, the Forum comes to the conclusion that the change of name carried out by the Respondent no.1 in favour of the Respondent no.2 is arbitrary & reprehensible and liable to be set aside.

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

ORDER

1. The Grievance No. E-525-2025 dtd. 04/08/2025 is allowed.
2. The Distribution Licensee (Respondent No. 1) is directed to revert and restore the name on electricity bill for Consumer No. 522-425-005 (old) 522-425-014 (new) from Respondent No. 2, M/s. Ambika Timber Mart to the Complainant, M/s. Ghadia & Co. within 15 working days from the date of this Order.
3. The Respondent No. 1 is directed to ensure that no further changes are made without proper verification, notice and hearing of all concerned parties.
4. 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

