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-A-92-10 dt . 1/2/2010

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V/S				
B.E.S. & T.	Undertaking		Respondent	
Present				
Quorum		1. Shri. R. U. Ingule, C 2. Shri. S.P. Goswami 3. Smt. Varsha V. Rau	, Member	
On behalf of the Complainant		Mr. P.K.Pasta		
On behalf of the Respondent		1. Shri. V.Y.Vajandar, DECC(A) 2. Shri. S.B. Doifode, Supdt. Engr. 3. Shri. S.M.Jaunjal, AOIGR Cell 4. Shri. A.K.More, OACC(A) 5. Shri. M.D. Shivyan, Ch.Engr. 6. Shri. P.P.Joshi, Ch.Engr.		
Date of Hearing:			1) 11/03/2010 at 14.00 hrs. 2) 08/04/2010 at 12.30 hrs.	
Date of Ord	der :	21/04/2010		
	<u>Ju</u>	dgment by Shri. R.U. lı	ngule, Chairman	
M/s. Harsh	before Forum for grievances regarding sa	anctioning of meter with	A-491, Ground floor, 3 rd Pasta Lane, Colaba, Mumbai – 400 005 out NOC from him to the Candle Light Co. Pvt. Ltd (sub tenant of noise, prays to Forum for removal of the separate meter sanctioned	
		Complainant has sul	bmitted in brief as under	
1.0	As per complainant M/s. Harsha Agencies, A-491, Ground floor, 3 rd Pasta Lane, Colaba, Mumbai – 400 005 is the lawful tenant of the same premises prior to 1968.			
2.0	As per complainant the Candle Light Co. Pvt. Ltd was a licensee of M/s. Harsha Agencies (HA) since 1995 for the part of the same premises. However, said licensee had been terminated by M/s. Harsha Agencies on 28.02.2008.			
3.0	As per complainant a new separate electric meter has been sanctioned by respondent to the Candle Light Co. Pvt. Ltd, for the part of the said premises, as is illegally occupied by Candle Light Co. Pvt. Ltd. after 28/2/2008. The said premises consists of a godown / Office which is used by Candle Light Co. Pvt. Ltd. & also a cabin / Office used by M/s. Harsha Agencies. The way to ingress & egress to the said cabin used by complainant is through the said premises.			
4.0	Complainant made an application to IGR Cell of the respondent stating their grievances in Annexure 'C' on 6/8/2009.			
5.0	In reply to Annexure 'C' the IGR Cell send a letter to complainant dtd. 17/9/2009 that they have forwarded the paper to legal department & would communicate to complainant as soon as respondent receive a reply from the legal department.			
6.0	Complainant states that they received letter from respondent 17/11/2009 for inspecting the premises having entrance from 2 rd Pasta Lane, Colaba. Complainant replied to the respondent by a letter dtd. 27/11/2009 having its entrance from 3 rd Pasta Lane only & complainant meter was sanctioned in 1995 for the said premises. The question of inspecting the premises having entrance from 2 rd Pasta Lane does not arise as the same premises are totally unconnected from the same premises.			
7.0	Complainant states that two contradictory statements as well as BEST's suggestion all appear to have been made on the same date i.e. 2/7/2008, and therefore BEST has acted on the unsigned letter without verifying the truth.			
8.0	HA reiterates that the door referred to by CLCPL and relied upon by the BEST is the cabin door of HA. This door is not closed permanently nor is there any possibility of it being closed permanently.			
9.0	HA is in possession of 2 letters from the BEST itself stating that the rules in this regard are clear that: "As per terms & conditions of supply and schedule of charges approved by the MERC, clause no. 1.14, only one meter is given to one installation (premises). No additional meter for the premises where already a meter exists, can be given If the premises has single entrance." And "SUB:- Information regarding installing separate meter. With reference to the above this is to inform that separate entrance is required for giving separate meter to your premise."			
10.0	Complainant prayed to the Forum that:	Complainant prayed to the Forum that:		
10.1	The separate electric meter sanctioned	to Candle Light Co. Pv	t. Ltd be disconnected/discontinued forthwith.	
10.2	Respondent be restrained from taking any unjustified steps against complainant as suggested by them in their letter $dtd.$ $11/12/2009.$			
10.3	Complainant be compensated for the trouble it is being put to and the inconvenience being caused by the clearly uncooperative attitude of the respondent as also for the costs that are being incurred in pursuing this issue.			
10.4	Complainant requested that it be granted an early hearing in the matter as the delay may be used by Candle Light Co. Pvt. Ltd to cause prejudice against him in the proceedings pending in the Small Causes Court.			
	<u>Candle</u>	Written submission Light Company Priva		
11.0	Candle Light Company Private Limited (CLCPL) state that it is lawful and protected tenant of the premises situated at A-491,12 & 13, ground floor, III pasta lane, Colaba, Mumbai – 400005 (hereinafter referred to as the "Said Premises") and HA being its Landlord. HA in turn is a tenant of the estate of the late Kantidas Madhowdas Pasta who in turn are tenants of Bombay Port Trust and therefore Bombay Port Trust is the owner of the Said Premises.			

HA has filed a L.E & C. Suit No.265/323 OF 2008 in the Hon'ble Small Causes Court at Bombay against CLCPL and others for the relief's mentioned therein (hereinafter referred to as the "Said Suit"). The Said Suit is pending and CLCPL has filed its Written Statement. Since the Said Suit is pending adjudication before the Hon'ble Small Causes Court CLCPL would not

12.0

comment on the same. The lis between the parties before this Hon'ble Forum is limited to the extent of separate connection of meter sanctioned to CLCPL by BEST. Therefore, for the purpose of lis in the present proceedings CLCPL is a tenant and in occupation of the Said Premises.

- 13.0 This Application as filed by HA is without any cause of action against the Bombay Electric & Supply Transport (hereinafter referred to as BEST) and/or CLCPL. HA though requested by BEST for inspection of the Said Premises have refused the same with an ulterior in order to suppress correct/true facts. CLCPL states and submits that it was always entitled to a separate meter however due to cordial relations between HA and CLCPL it did not exercise its option for the same. However, when HA made attempts to usurp the legal rights and harass CLCPL, it had no other option but to protect itself and therefore made an Application for a separate meter as per the rules and regulation prescribed by BEST in order to avoid any disconnection of electricity by HA.
- 14.0 CLCPL has followed all the prescribed rules and regulations for obtaining a separate meter and submitted all the supporting documents as requested by BEST. The meter has been installed on or about 8 July 2008 and CLCPL has been paying the bills regularly without any defaults.
- 15.0 HA is making these false and frivolous Applications with ulterior motives and attempting to create false records only to jeopardize the rights of CLCPL which should not be permitted. Therefore this Application deserves to be dismissed with costs on the above grounds itself.
- 16.0 CLCPL submits that:
 - (a) It is has complied with all the procedures and formalities for obtaining a separate meter as directed by BEST and it was always entitled for the same;
 - (b) Permission of landlord is not mandatory for obtaining a separate meter;
 - BEST has after verifying the occupation and documents as produced by CLCPL and as per the requirements prescribed for the purpose of obtaining a separate meter has sanction the separate meter to CLCPL which has been installed and CLCPL is paying its bills regularly;
 - (d) HA has not co operated with BEST and has not provided BEST with inspection of the Said Premises in order to arrive at a decision and reply to HA's letter and ascertain the correct position;
 - (e) Therefore in the light of the above facts, since all the provisions have been complied with and the meter being installed legally the same cannot be disconnected/discontinued:
 - (f) This Application is frivolous and false only with an attempt to harass CLCPL and waste the Hon'ble Forums time ought to be dismissed with costs;
 - (g) In the alternative in case the Forum decides to rule against CLCPL since HA has filed the Said and the same is being defended by CLCPL, until proved otherwise by a valid decree of the Hon'ble Court CLCPL is a legal and protected tenant and deserves to enjoy the Said Premises which includes electricity. Therefore the meter cannot be ordered to be disconnected / discontinued until the final outcome of the Said Suit.

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

- 17.0 Respondent had received application for Electric Supply from Ws. Candle Light Co. Pvt. Ltd. Alongwith their application Ws. Candle Light Co. Pvt. Ltd. had submitted Shop & Establishment License, NOC issued by MCGM for water tank, Telephone bill etc. in their name and on address of subject premises. The Electric meter was sanctioned after confirming their physical occupancy and on the basis of the documents submitted by Ws. Candle Light Co. Pvt Ltd., subject to closure of interconnecting door/entrance of a room having installation no. 20684 and Meter No. NO22216 in the name of Harsha Agencies vide letter dtd. 02.07.2008. Ws. Candle Light Co. Ltd., informed that the interconnecting door is closed permanently. After confirming the same a separate meter was installed for the premises occupied by M/s. Candle Light Co. Pvt Ltd.,
- 18.0 As per our record, previously there were two meters for the premises 12/13 Pasta Lane, one premises having entrance from 2nd Pasta Lane and other having entrance from 3nd Pasta Lane. The meter for the premises occupied by M/s. Harsh Agencies was installed in the year 1995 for the premises having entrance from 2nd Pasta Lane. At the time one meter was already existing in the name of XACA PVt. Ltd. under Installation No. 0071612 for the premises having entrance from 3nd Pasta Lane.
- 19.0 On receipt of complaint from M/s. Harsha Agencies regarding installation of separate meter to M/s. Candle Light Co. Pvt Ltd., M/s. Harsh Agencies were informed vide letter dtd. 31.03.2009 by respondent that the meter was installed on the basis of the documents submitted by M/s. Candle Light Co. Pvt Ltd., and after confirming their occupancy of the premises and closure of interconnecting door between premises having Installation No. 20684 and premises occupied by M/s. Candle Light Co. Pvt Ltd., During investigation of complaint from M/s. Harsha Agencies it was felt necessary to inspect both the premises having entrance from 2nd Pasta Lane and 3rd Pasta Lane. This inspection could not be carried out as M/s. Harsha Agencies did not keep the appointment.
- 20.0 Respondent states that as per Section 43 of Electricity Act 2003, it is mandatory to give electric supply to the occupant's of the premises. It is not necessary to get permission of the land lord for sanctioning of meter to the occupant of the premises. Hence, it is felt that action taken by respondent for granting of separate meter in the name of M/s. Candle Light Co. Pvt Ltd., is not illegal. Also, M/s. Harsh Agency insists that all the correspondence pertaining to them to be sent at the address at 8, Shiv Aram, Shivaji Park, Dr. M.B.Raul Road, Mumbai 28 and not at the subject premises at Pasta Lane. This also proves that the premises at Pasta Lane is not in occupation of M/s. Harsha Agencies.

REASONS

- 21.0 We have heard learned representative Mr. P.K.Pasta for the complainant & learned representatives Shri. V.Y.Vajandar, DECC(A), Shri. S.B. Doifode, Supdt. Engineer, Shri. S.M.Jaunjal, AOIGR Cell, Shri. A.K.More, OACC(A), Shri. M.D. Shivgan, Charge Engineer & Shri. P.P.Joshi, Charge Engineer for the respondent BEST Undertaking at length. Perused naners
- 22.0 Before we proceed to assess merits in the contention raised by the complainant M/s. Harsha Agencies, we find it expedient to mention here that the relief sought in this complaint has been in regard of an electric meter sanctioned to M/s. The Candle Light Co. Pvt. Ltd (For short CLCPL) in the month of July 2008. It is therefore obvious that a prejudice would be caused to the CLCPL in the event granting of such prayer. In the interest of Principles of Natural Justice therefore, we thought it fit to implead the CLCPL in the array of respondent. Accordingly the said CLCPL has appeared in this matter before this Forum and placed on file its written statement in its defence.
- 23.0 We find the controversy raised in the instant matter by the complainant, really moves in a very narrow compass. As per the contentions raised by the complainant, the property possessed by it has been separated by a wall having a metal shutter therein but closed permanently. These two parts of the premises are separate and independent from each other, having separate entrances from 3rd pasta lane & 2rd pasta lane. The complainant further contends that the part of the premises having a separate entrance on 3rd pasta lane, has been shared by the complainant as well as the respondent CLCPL. The other part of the premises having a separate entrance from 2rd pasta lane was occupied by Xaca (India Ltd).
- 24.0 Complainant contends that the part of the premises possessed by the complainant and CLCPL is having a common and only entrance from 3rd pasta lane. From the year 1995 the complainant is having an electric meter no. 22216 & installation no. 20684. The complainant submits that the other separate part of the premises having an entrance from 2nd pasta lane occupied by the Xaca (India Pvt Ltd) was having a separate electric meter no. L821181.
- 25.0 The complainant placing a heavy reliance on a clause no. 1.14 of the "Terms and Conditions of Supply and schedule of charges," has vehemently submitted before this Forum that in a blatant and flagrant violation of this mandatory clause, the respondent BEST Undertaking has granted a separate new electric meter to the respondent CLCPL. It has been therefore totally unlawful and unsustainable on the part of the respondent BEST Undertaking to grant such separate new electric meter to the CLCPL, especially when the complainant and the CLCPL are having a common and only entrance to their premises from 3rd pasta lane. The complainant further elaborated that till granting a new electric meter to the CLCPL, the said company was uninterruptedly availing the electric supply from the meter assigned to the complainant. In sum, the respondent BEST Undertaking cannot grant a new meter to the CLCPL when both these litigating parties have been sharing a same premises having a common entrance and the same has been in an utter violation of mandatory clause no. 1.14 of the "Terms and Conditions of Supply and schedule of charges,".

26.0 We therefore find the said clause no. 1.14, has been a focal point of the controversy to be resolved by this Forum. We therefore find it fit and expedient to reproduce the said clause here and it runs as under:-

1.14 "Installation" means the whole of the electric wires, fittings, motors and apparatus erected and wired by or on behalf of the consumer on one and the same set of premises.

- 27.0 In order to show that the compliances to this clause has been treated by the respondent BEST Undertaking as mandatory and rigorous in its letter & spirit and not as a formalistic rule, the complainant by the reliance on a letter dtd. 13/3/2009 addressed to the complainant by the respondent BEST Undertaking. We find the same placed on file at Exhibit-Sp, page 55. In a bare perusal of the same we find that an urgency was pressed by the BEST to segregate two installation i.e. installation no. 2084 i.e. of the complainant for the room near the staircase and new installation to be allotted for rest of the premises. It was also informed to the CLCPL by the BEST to close permanently interconcing door of one of the room near the staircase and rest of the premises. Admittedly the room near the staircase has been possessed by the complainant establishment and its door was opening in the premises occupied by the respondent CLCPL. Both these establishments are in a common premises allegedly having a common entrance from 3rd pasta lane.
- 28.0 The complainant further placed a reliance on a letter addressed to M/s. Sunshine Products, Mumbai 12, dtd. 8th June, 2009 by the Customer Care Department of the respondent BEST Undertaking. This letter has been placed on file at Exhibit-T, page 57. Complainant has also adverted to a letter dtd. 12/14 May 2009 addressed to the proprietor Shreenath Capsules, Mumbai 64, by the Customer Care 'B' ward of the respondent BEST Undertaking. This letter has been placed on file at Exh-U, page 63.
- We are of a considered view on perusing the aforesaid 3 documentary evidence that the compliances to clause no. 1.14 of the "Terms and Conditions of Supply and schedule of charges," has always been treated by the respondent BEST Undertaking as a mandatory and must. It is therefore obvious and explicit that unless there is a separate entrance available to the CLCPL, no separate meter could be given to it by the BEST Undertaking.
- 30.0 Now we proceed to see whether the respondent BEST Undertaking has ensured and verified, whether the respondent CLCPL was having a separate entrance in compliance to said clause no. 1.14, for availing a separate electric meter sanctioned from it. In this connexion it is significant to observe at this juncture that while granting the electric meter to the complainant establishment in the year 1995, the said premises was inspected by the officials of respondent BEST Undertaking and it has placed on file before this Forum its inspection report submitted in the month of April 1995.
- 31.0 In a bare perusal of a sketch provided in this inspection report we find that the premises of the complainant has been shown separated into 2 distinct and different premises having an independent entrances i.e. from the 3rd pasta lane and the 2rd pasta lane. Accordingly there is a remark that the said godown premises has been divided into 2 parts.
- 32.0 At this juncture, it is further pertinent to note that the respondent BEST Undertaking in its written statement in para no. 14.3 has submitted that in the inspection carried out in the year 1995 the entire premises was consisting of 2 parts, one occupied by complainant and other by M/s. Xaca (India Ltd). To reiterate a letter dtd. 13/3/2009 addressed to the complainant by the respondent BEST Undertaking also manifest that the CLCPL was informed to close the interconnecting door permanently of one of the room admittedly possessed by the complainant near the staircase and the rest of the premises.
- 33.0 The ld. representative for the complainant Mr. Pasta appearing for the complainant has vehemently submitted on adverting to the 2 letters of the same date viz. 2nd July, 2008 addressed to the respondent BEST Undertaking by the Managing Director of the CLCPL that by submitting a totally false undertaking to the respondent, in an utter dubious & devious manner the respondent CLCPL has got sanctioned a new electric meter from BEST Undertaking. The complainant further submitted that the respondent BEST Undertaking without properly verifying the so called "undertaking" given by the respondent CLCPL, has hurriedly and illegally proceeded to sanction a new electric meter to the respondent CLCPL. We find a force in the said argument advanced before this Forum by Id. representative for the complainant Mr. Pasta.
- 34.0 On perusal of these two letters of the same date viz. 2nd July, 2008 addressed to the respondent BEST Undertaking by the respondent CLCPL, we find that in the first letter under the signature of Mrs. Menna Shah, Managing Director of the CLCPL, there has been a submission viz. "possibility of interconnecting door being closed permanently".
- 35.0 To our utter surprise in the other letter of the same date but not signed by the said Managing Director, gives a totally different undertaking viz "We have closed the interconnecting door permanently". We thus find the so called undertaking given by the respondent CLCPL to the respondent BEST Undertaking not only poles apart, but the one undertaking assertively mentioning closure of the interconnecting door permanently, while the other expresses possibility of the same.
- 36.0 We thus find that the respondent BEST Undertaking has made a blatant & grave mistake in accepting the letter dtd. 2nd July, 2008 as an "undertaking" in alleged compliances to clause no. 1.14, when manifestly it has been unsigned and utterly in variance and incompatible with the letter possessing the signature of the Managing Director.
- 37.0 In our considered view to make the matter worst, a photographs placed on file by the respondent Undertaking before this Forum shows in a crystal clear manner that the part of the premises possessed by the complainant having an open door for an entry from the premises occupied by respondent CLCPL. The photograph placed on file before this Forum manifest the said open door showing the part of the premises occupied by the complainant as well as that by the respondent CLCPL.
- 38.0 It is therefore obvious that as stated in the so called undertaking submitted by the respondent CLCPL the interconnecting door has not been closed permanently. We therefore of a considered view that the office premises wherein the electric meter was already sanctioned to the complainant in the year 1995, was providing an electricity to the complainant as well as to the respondent CLCPL. We further find that the complainant as well as respondent CLCPL are sharing a premises having a common entrance from 3rd pasta lane.
- 39.0 The respondent CLCPL by filing its say before this Forum dtd. 1st April, 2010 has submitted that, as it has been nursing an apprehension that the electricity supply availed by it from the meter standing in the name of the complainant, would be disconnected therefore applied for having a new meter in their name, to the BEST Undertaking. Accordingly the same has been granted by BEST on 8th July, 2008. The respondent CLCPL has also submitted in para 13 of its written statement that the BEST Undertaking observed and confirmed in the year 1995 while granting a separate meter to the complainant that the said premises was consisting of 2 separate parts, one having entrance from 3rd pasta lane and another having 2nd pasta lane.
- 40.0 The respondent CLCPL further submitted that while granting a separate meter to the complainant in 1995, BEST Undertaking had observed that the premises was consisting of two separate parts. One having entrance from 2nd pastal ane, other from 3nd pasta lane. At that time the separate meter was sanctioned to the premises having entrance from 2nd pastal lane, as a meter was already existing in the name of XACA (India) Pvt. Ltd, for the premises having entrance from 3nd pasta lane. Respondent CLCPL has also placed on file a sketch at Annexure-A. The respondent CLCPL therefore submits that there are 2 entrances to the premises having 2 electric meters namely from 3nd pasta lane as well as from 2nd pasta lane.
- 41.0 In our considered view in the first instant mere apprehension of a disconnection of electricity, cannot be a ground for obtaining, a new electric meter in its name, by the CLCPL. As observed above compliances to clause no 1.14 is a must. Secondly, we observe that an attempt made by respondent CLCPL to establish that the premises occupied by the complainant is also having an entrances from 2nd pasta lane, alongwith entrance from 3rd pasta lane, being highly unsustainable and untenable one.
- 42.0 We find that the photograph placed on file by the respondent BEST Undertaking clearly manifest that the common wall separating the 2 premises, is having a shutter and the same has been covered with the ply permanently. Accordingly we find in a perusal of the said photograph that a ply being fitted on such shutter permanently by the complainant. Pertinent to note again at this juncture that before providing a separate meter to the respondent CLCPL, the respondent BEST Undertaking had informed the respondent CLCPL to close permanently the interconnecting door of one of the room near the staircase and rest of the premises.
- 43.0 The sketch placed on file before this Forum manifest the premises having an entrance from 3rd pasta lane being shared by the respondent CLCPL as well as by the complainant. In the said portion of the premises complainant is having a cabin room near the staircase, having a door opening in the part of the premises possessed by respondent CLCPL.

- We have already observed that a totally false undertaking has been given by respondent CLCPL to the BEST Undertaking about the allegedly closure of the said door permanently. We have also observed above that the said cabin room possessed by the complainant is having only entrance from 3rd pasta lane and the same has been shared and enjoyed by respondent CLCPL also. As contended by the respondent CLCPL the cabin room possessed by the complainant does not have any entrance from the 2nd pasta lane. There has been a common wall separating the said premises to have an independent entrance from 3rd pasta lane. We have also held that the said common wall having a shutter by the side of the cabin room of the complainant opening in the part of the premises having entrance on 2nd pasta lane has been permanently closed with the ply.
- 45.0 On assessing the entire evidence placed before this Forum, we are coming to a conclusion that the premises shared by the complainant alongwith the respondent CLCPL, is having a common and only entrance from 3rd pasta lane. The door of the cabin of the complainant opening in the part of the premises possessed by the respondent CLCPL, has not been permanently closed as submitted by the respondent CLCPL. The complainant has already provided with the electric meter by the respondent BEST Undertaking in the year 1995, from where the respondent CLCPL was availing the electric supply without any interruption. As there has been only one entrance to the premises from 3rd pasta lane shared by complainant alongwith CLCPL, therefore in blatant and flagrant violation of the clause no. 1.14 of the "Terms and Conditions of Supply and schedule of charges," the respondent BEST Undertaking has provided a separate meter to the respondent CLCPL. In a net result we find the complainant has succeeded in establishing its case before this Forum and in a natural fall out entitle to the prayers submitted in the complaint under consideration.
- 46.0 Before we part with this order, we may mention here that the BEST Undertaking has made an attempt to undertake an unwarranted, futile and abortive exercise to examine the said premises from its entrance on 2nd pasta lane. At the cost of repetition we may observe that it has been already verified in the past by the respondent BEST Undertaking that the said premises has been separated into 2 separate premises by a common wall. Each such separated premises are having an independent entrance viz. from 3rd pasta lane and 2rd pasta lane. As observed above the BEST Undertaking was insisting upon the respondent CLCPL to undertake to close the door of the cabin possessed by the complainant permanently. Photographs placed on file by respondent BEST Undertaking shows the said door being 'open' one. The Undertaking given by the respondent CLCPL found by this Forum, being sham and redundant. Explicitly therefore there is not warrant to inspect the premises from the entrance from 2nd pasta lane. In our considered view, therefore alleged non cooperation from the complainant for inspection from 2nd pasta lane, would not have any bearing to any extent on this matter.
- 47.0 In the aforesaid discussion and observation we find the complaint being liable to be allowed alongwith the prayers made therein.

 Accordingly we proceed to pass following order.

ORDER

- 1. The complaint no. S-A-92-10 dt . 1/2/2010 stands allowed.
- The respondent BEST Undertaking has been directed to disconnect the electric meter provided to the M/s. Candle Light Co. Pvt. Ltd within a period of one month from the date of passing this order and to report such compliances to this Forum within a period of one month there from.
- The complainant has been directed to provide an electric supply from it's meter to the respondent M/s. Candle Light Co. Pvt. Ltd,
 in the manner it was provided in the past, complying with the concerned rules and regulations provided by the BEST Undertaking
 in this recard.
- 4. Copies be given to both the parties.

(Shri. R.U. Ingule)
Chairman

(Shri.S.P.Goswami) **Member** (Smt. Varsha V. Raut) Member