

		Date	Month	Year
1	Date of Receipt	01	07	2025
2	Date of Registration	04	07	2025
3	Decided on	21	08	2025
4	Duration of proceeding	48 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-523-2025 dtd. 04/07/2025

M/s. Magnum ConstructionsComplainant
V/S
B.E.S.&T. UndertakingRespondent no. 1
Mr. Furquan KhatkhatayRespondent 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. Zakir Dalkhaniya

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

1. Mr. S.M. Taur, Divisional Engineer, Customer Care 'E' Ward
2. Mr. Ganesh Pawar, Asst. Engineer, Customer Care 'E' Ward

Date of Hearing : 13/08/2025

Date of Order : 21/08/2025

Judgment

- 1.0 The Complainant M/s. Magnum Constructions has filed a grievance against the Respondent no. 1, concerning an electricity connection for Consumer A/C No - 542-437-031 (old) 542-437-010 (New). The connection, with meter no. E012711 is for the common area of a property known as "Jasmin Villa" located at Dudhwala Complex, Bellasis Road, Mumbai Central, Mumbai-400008 (for short "the said premises"). The Complainant claiming to be the new landlord has submitted documents including a registered deed of "Assignment of Lease" dtd. 18/07/2012 to the Respondent no. 1 and successfully managed to get transferred the electricity connection in their name on 12/03/2025.
- 1.1 Complainant states that Electricity Bill bearing Meter No. E012711 & Its Consumer No. 542-437-031 pertaining to the above said premises stands in the name of Furquan A S Khatkhatay and others, whose grandmother Mrs. Rabiabai Abdul Rashid Khatkhatay who was the owner of Property (expired on 10.03.1995) & her only surviving legal heirs Dr. Mohammed Zahid Khatkhatay & Miss Taj Begam sold/handed over / transferred their landlordship rights in Complainant's name vide registered deed of assignment of lease Doc No. 05221/2012 dtd. 18 July, 2012.
- 1.2 As the Power supply through Electric meter no. E012711 is for the common area, Grd to 2nd Floor which is clearly mentioned in bill and complainant has purchased the said premises, Complainant requested Respondent no. 1 i.e. BEST Customer Care 'E' ward To transfer the bill in their name for common meter. As per the Complainant, he is acting as a Landlord and has executed many registered transfer of tenancy agreement . The Complainant has issued letters and notices for non-payment to the Respondent No.2.
- 1.3 Further Complainant states that, the "Will" submitted by the Respondent no. 2 was actually made on 8th March 1995 and Mrs. Rabiabai Khatkhatay who executed the said "Will" died on 10.03.1995, just two days later. Any signature of Doctor is not observed on the above "Will" and witnesses have declared that Mrs. Rabiabai Khatkhatay has not signed the "Will" in their presence, actually the Respondent No. 2 has taken their signature at the residence of one Mrs. Sayed Taher. The "Will" also directs that the share of another legal heir Miss Taj Begum to be given to the Respondent No. 2 & His Sister Mahlaque, which is against " The Mohammedan Sharia Law".
- 1.4 The Complainant states that, the Respondent no. 2 was earlier collecting rent and issuing the rent receipt to all the tenants of "Jasmin Villa", as his Mrs. Rabiabai was not keeping good health and a "Power of Attorney" was given by said Mrs. Rabiabai to Respondent no. 2 Dated 6th July 1989. The "Power Of Attorney" is valid only in the Lifetime of the Person issuing "Power Of

Attorney". Mrs. Rabiabai expired on 10.03.1995, hence above said "Power Of Attorney" has no legal Standing.

- 1.5 The Complainant also mentioned in his submission that, Dr. Mohammed Zahid and his Sister Miss Taj Begum has requested the Collector vide letter dated 6th July 2005, not to entertain or not to register the name of the Respondent No.2 in the records maintained in respect of the said land and the structure standing thereat known as "Jasmin Villa".
- 1.6 Complainant says that, as per principle of The Mohammedan Sharia Law if any of the children of a man dies before the opening of the succession to his estate leaving behind children, these grandchildren are entirely excluded from the inheritance by their Uncles and Aunts. Also as per "The Mohammedan Sharia Law" Which is Applicable in India, a person cannot bequest the entire Property to only one heir to the exclusion of others, unless the excluded heirs consent is given to the bequest. Related to above, M/s. Reliable Investment & Developer has filed a case in High Court suit no. 279 of 2015.
- 1.7 Complaint State that Respondent no. 2 has filed a police complaint in Agripada Police station and on hearing it has come to the conclusion that this is an issue regarding Landlordship rights of the property, which is a civil matter and the Respondent no. 2 is trying to resolve the issue in City Civil court.
- 1.8 As per the Complainant, they have submitted supporting documents required for 'Change of name' of the common area electricity meter, as they are the Landlord of the premises. Respondent no1 carry out change of name accordingly on 12.3.2025. However Respondent no. 2 raised objection and respondent no. 1 scheduled hearing on 27.05.2025 and they receive letter from Respondent no. 1 on the basis of Indemnity bond they were reversing consumer name. The Complainant prays to restore his name on the basis of facts and document submitted by him.
- 2.0 The Respondent no. 1 states that as per the computerized records the meter no. E012711 was installed on 04.06.2002 in the name of the Respondent no. 2 bearing A/c No. 542-437-031.
- 2.1 The said electricity bill was transferred on 12.03.2025 in the name of Magnum Construction with new A/c No. 542-437-010. The 'Change of name' was effected vide application id No.9251363 on 12.03.2025.
- 2.2 The Respondent no. 1 says that an objection letter dated 29.04.2025 was received from the Respondent No. 2 against the above said 'Change of name' on electricity bill. Therefore, the electricity bill was reverted back on the name of the Respondent no. 2 & Other, as per procedure order no. 236/AGMES/70/2017, dated 03.05.2017.

- 2.3 The Respondent no. 1 declare that, during inspection carried out on 13.05.2025, it was observed that the disputed meter in the said premises is being used for staircase as well as Room no. 6 on 2nd floor. The Respondent no. 1 further adds that, as per Best undertaking Procedure Order for any Change of name the submitted documents are required to be between one year period, which the Complainant was unable to produce during the hearing in the office of the Respondent No.1. Further, the Complainant has submitted an "Indemnity Bond" mentioned therein that, in case any dispute or any objection is raised by the Landlord/any statutory authority/ any other person on account of the Change of name of the above connection, the Respondent no. 1 reserves the right to re-transfer the connection in the name of the previous registered Consumer. Hence, it is proposed to reverse the electricity bill in the name of previous Consumer Respondent no. 2 viz. Furquan A.S. Khatkhatay & others, which was informed to both parties vide Letter dated 17.06.2025, bearing A/c No. 542-437-010.
- 2.4. The Respondent no. 1 most respectfully prays to the Hon'ble Forum to dismiss the request of the Complainant against electricity bill name reverted back in the name of the Respondent no. 2 bearing A/c No. 542-437-010, as per procedure order no. 236/AGMES/70/2017, dated 03.05.2017.
- 3.0. The Respondent no. 2 states that he is a Senior citizen, aged 70 years residing at flat no. 6, second floor, 33/Jasmin Villa, Agripada, Mumbai - 400 008, since his birth and he is a legal heir, lawful owner & Landlord of the disputed premises known as "Jasmin Villa". He has paid electricity bill for the common area meter regularly till February 2025 for connection with Consumer no. 542-437-031 in his name. The Consumer no. 542-437-031 was changed to 542-437-010 in the name of Magnum Construction without his knowledge and consent. He has neither provided NOC for change of name nor authorized any person in this regard. On 29/04/2025, he raised objection with Respondent no. 1 for above said Change of name and submitted all relevant ownership documents. He has also lodged a Police complaint on 09/07/2025 for the said Change of name. On 13/05/2025, an inspection was carried out by the Respondent no. 1 to verify the occupancy of the premises, when it was confirmed that the meter no. E012711 is being used for the staircase & Room no. 6 on the Second floor of the said premises. On 27/05/2025 hearing was held by the Respondent no. 1 in presence of the Complainant and the decision was given in favour of Respondent no. 2 on 17/02/2025, restoring the electric meter back in his name.
- 3.1. Further the Respondent no. 2 contended that the Complainant is falsely made claims about entering into an agreement with the sole legal heir of the property and no other legal heir exist. As per the Respondent no. 2, the Complainant has been continuously harassing and threatening him and his family. The Respondent no. 2 has submitted the "WILL" of Rabiabibi his

grandmother in favour of him and his sister executed on 08/03/1995. The Respondent no. 2 has prayed to take appropriate steps and pass necessary directions in the interest of justice.

- 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 all parties and their representatives and have carefully perused the documents submitted in this matter.

- 5.1 The core of the dispute revolves around the ownership of the property "Jasmin Villa" and the subsequent transfer of the electric meter no. is E012711 installed for a common area, which is also being used for Room no. 6 on second floor by the Respondent no. 2. The original electricity A/c no. 542-437-031 was in the name of the Respondent no. 2 (Mr. Furquan Abdus Sami Khatkhatay), since 2002. The details of disputed 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	Furquan A S Khatkhatay	542-437-031	M/s. Magnum Construction	542-437-010	12.03.25	Change of name
2	M/s. Magnum Construction	542-437-010	Furquan A S Khatkhatay	542-437-010	17.06.25	Reversion of name

- 5.2. The Complainant M/s. Magnum Constructions successfully had the account name changed to their own on March 2025 with a new A/c no. 542-437-010. Subsequently, an objection was raised by the Complainant (the previous Consumer) on 29/04/2025. As per the objection and a hearing, Respondent no. 1 reversed the name change on 17/06/2025.
- 5.3. The fundamental issue is a property dispute. M/s. Magnum Constructions, the Complainant claims to be Landlord based on a "Deed of Assignment of lease" from 2012, while Mr. Furquan A S Khatkhatay, Respondent no. 2 claims to be

the legal heir & Landlord through a "Will" and a long history of residency and bill payment. Both the parties submitted significant number of documents including Death Certificate, Wills, Power of Attorney documents, Court case details & rent receipts to substantiate their rival claim of ownership.

- 5.4 The Respondent no. 1's own submission states that they reversed the name change based on internal Procedure Order no. 236. They also mentioned that the Complainant was unable to produce documents from within the last year as required by their procedure. This suggests the Complainant may not have made all the necessary criteria for the name change, even though it was initially approved. The reversion was also justified by an Indemnity Bond signed by the Complainant which gives the Respondent no. 1 the right to retransfer the connection if a dispute arises. The Complainant while submitting Indemnity bond during the course of application for Change of name falsely claimed that the legal heir Respondent no. 2 is no more. The Respondent No. 1 did not ascertain the facts either by inspection or by way of documents such as death certificate, which was absolutely necessary as the Respondent no. 2 was the original Consumer in this case. The Respondent no. 1 is required to critically verify the documents in case of Change of name, with due diligence. As a matter of fact, it is contingent on the applicant providing clear & undisputed documentation. In this case, the Complainant's initial transfer was successfully challenged by the Respondent no. 2 with a claim to the same property. The subsequent reversal by the Respondent no.1 appears to be a reasonable step to avoid entanglement in a Civil dispute, especially given the terms of the Indemnity bond and the fact that the Complainant's documentation was challenged.
- 5.5 Both the parties have raised question about the validity of each others' documents. The Complainant alleges that the "Will" submitted by the Respondent no.2 is invalid because it was created just two days before the death of the owner, lacks doctor's signature and was not signed in the presence of witnesses. It is also alleged to be against Mohammedan Sharia Law as it excludes other heirs. The Complainant also claims the Power of Attorney (POA) from 1989 is now invalid, since the person who granted it passed away in 1995. This is a critical point as POA is typically valid only during the life time of the grantor.
- 5.6 Both the parties have mentioned that this is a Civil matter related to Landlord rights, even the Police during a police complaint made by the Respondent no. 2 have concluded that, it is a Civil issue to be resolved in the Civil Court. Considering it is a legal dispute beyond their scope, the Respondent no. 1 has rightfully reverted the name change when the dispute was formally raised.
- 5.7 However, the Complainant claims to have submitted the required documents and the Change of name was initially approved by the Respondent no. 1 on

provide a NOC and was not aware of the transfer. This raises a significant question about whether the Respondent no. 1 has properly verified the documents submitted by the Complainant and overlooked the requirement for a clear and undisputed title. The fact that a dispute was raised shortly after the transfer suggests that the Complainant's Landlordship rights were not as clear-cut as they present.

- 5.8 The Respondent no. 1 states that they reverted the name changed based on an Indemnity Bond & PO no. 236. While a Licensee can revert a name change if a consumer made a false declaration or if a dispute arises, the core of the issue is the Respondent no. 1's initial action. Why was the name changed approved in the first place, if the Complainant was unable to produce the required documents between one year period as stated by them in their own submission and the ownership was clearly disputed. This suggests a potential lapse in the Respondent no. 1's verification process. The Indemnity Bond was accepted at the time of initial transfer to a known risk to transfer the name change without proper verification of documents showing lack of a clear-cut policy to deal with such disputes. It is the Respondent no. 1's responsibility as a Distribution Licensee to handle such matters in a transparent and just manner as per the MERC Regulation. The hearing was held and the decision was made but the Complainant is now challenging the decision. By initially transferring the connection in the name of the Complainant and then reversing it although the police had already recognized it as a civil matter, the Respondent no. 1 has in effect taken a side in a legal dispute, where it has no authority to resolve. While the reversion might be a safer course of action for the Respondent no. 1 to avoid legal liability, their initial action of transfer was a critical mistake. The proper course of action for the Respondent no. 1 when a serious ownership dispute arises is often to maintain the status-quo or to ask both the parties to approach the appropriate legal forum for a resolution. In cases where there is no clear owner, a tenant or occupier can often apply by providing an Indemnity Bond. The Respondent no. 2 claims to be senior citizen residing in the part of the premises and paying the bill. The inspection carried out on 13/05/2025 ascertain the claim of occupancy of the Respondent no. 2 atleast for a part of the premises. This further complicates the matter and strengthens the argument that the Respondent no. 1 should not have transferred the connection without a clear resolution of the civil dispute. The right of an occupier to the connection is a fundamental principle of the act.
- 5.9 While the Respondent no. 1's initial approval of the name change may have been premature, the subsequent reversal after a hearing is consistent with the Licensee's duty to act prudently when a dispute arises. The indemnity bond, a document legally binding on the Complainant, clearly provides the Respondent no. 1 the right to re-transfer the connection in the event of an objection. Therefore, the Respondent No. 1's action is found to be in line with its internal procedures and the spirit of the Regulations. The dispute between the

Complainant & the Respondent no. 2 regarding the ownership & Landlord ship of the property is a civil matter. The parties are advised to seek a resolution from the appropriate Civil Court.

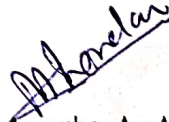
- 6.0 In this view of the matter the point no. (1) is answered in the affirmative and we pass following order as answer to point no.2.

ORDER

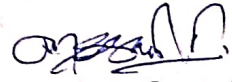
1. The Grievance No. E-523-2025 dtd. 04/07/2025 is dismissed.
2. Copies of this order be given to all the concerned parties.



(Mr. Jitendra W. Chavan)
Technical Member



(Mrs. Anagha A. Acharekar)
Independent Member



(Mr. Mahesh S. Gupta)
Chairman

