

**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. 22799528

**Representation No. N-E-361-2018 dtd. 06/07/2018**

Shri Abu Saquib Shaikh .....Complainant

V/S

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

**Present**

**Chairman**

Quorum : Shri V. G. Indrale, Chairman

**Member**

1. Shri S.V. Fulpagare, Member
2. Dr M.S. Kamath, Member, CPO

On behalf of the Respondent : 1. Shri S.D. Suryawanshi, AECC(E)  
2. Smt. P.V. Sutar, AAM CC(E)

On behalf of the Complainant : 1. Shri Abu Saquib  
2. Shri Saquib Khan

Date of Hearing : 13/08/2018

Date of Order : 27/08/2018

**Judgment by Shri. Vinayak G. Indrale, Chairman**

Shri Abu Saquib Shaikh, Room no. 6, Ground floor, Shirinbai Chawl, Mohd. Sahid Marg, Madanpura, Mumbai - 400 008 has come before the Forum for dispute regarding recovery of outstanding amount of Rs.1,34,790.00 pertaining to old occupier Shri Ansari Afizullah having a/c no. 546-282-027 at the time of reconnection of electric supply.

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

The complainant has approached to IGR Cell on 09/01/2018 dispute regarding recovery of outstanding amount of Rs.1,34,790.00 pertaining to old occupier Shri Ansari Afizullah having a/c no. 546-282-027 at the time of reconnection of electric supply. The complainant has approached to CGRF in schedule 'A' dtd. 04/07/2018 received by CGRF on 04/07/2018 as the complainant was not satisfied by the remedy provided by the IGR Cell of Distribution Licensee on his grievance.

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

- 1.0 Shri Abu Saquib Shaikh came before the Forum regarding his dispute about recovery of outstanding amount of Rs. 1,34,790/- pertaining to old occupier of the premises Shri Ansari Afizullah having a/c no. 546-282-027 at the time of reconnection of electric supply.
- 2.0 Shri Abu Saquib Shaikh has applied for reconnection of supply vide requisition no. 337477 dtd. 27/12/17 to the premises under reference. On scrutiny of the records, it was observed that this is a lapse reconnection of a/c no. 546-282-027. Electric supply was given to the premises under reference in the name of Shri Ansari Afizullah from 25/07/2002 through meter no. N010040. Electric supply to this premises was disconnected by removing meter on 07/11/2008. At the time of removing meter, the outstanding amount was of Rs. 1,18,024/- and this amount has increased to Rs. 1,34,790/- as on July 2018 by levy of delayed payment charges and interest. The consumer may pay only energy charges if he applies for waiver of DP charges and penalty interest under P.O. 164.

**REASONS**

- 1.0 We have heard the arguments of Shri Saquib Khan representative of the complainant and for the Respondent BEST Undertaking Shri S.D. Suryawanshi, AECC(E), Smt. P.V. Sutar, AAM CC(E). Perused the documents filed by the either parties to the proceeding. Perused the written submission filed by the Respondent BEST Undertaking along with documents marked at Exhibit 'A' to 'D'.
- 2.0 The representative of the complainant has vehemently submitted that the complainant has applied for connection vide application dtd. 27/12/2017 and the Respondent BEST Undertaking has directed to pay arrears of Rs. 1,34,794.00 of previous occupier is incorrect as the premises asked for electric supply is different than that of premises for which arrears of a/c no. 546-282-027 is claimed.
- 3.0 In order to appreciate the controversy, we have gone through the record and it appears that the complainant has sought electric supply for shop no. 6 in Shirinbai Chawl, Morland Road. We have gone through the electricity bill of previous occupier

Shri Ansari Afizullah in which address is shown as 6.0 Shirinbai Chawl, Morland Road, Madanpura, Mumbai Central, Mumbai - 400 008. Considering the address shown in bill of the previous occupier and address given by the complainant in application for electric supply appears to be identical and therefore the complainant is liable to pay electricity dues of earlier occupier. It is not the case of the complainant that no such Shri Ansari Afizullah is in existence and the Respondent BEST Undertaking has procured false record to claim the arrears. On the contrary, it appears from record that while applying for new connection, the complainant on 27/12/2017 has given an Undertaking that he is under obligation to pay arrears of electricity, if any. The said Undertaking is at pg. 19/C, same is binding upon him.

4.0 It is not out of place to state that in Bombay, the landlord may change the position of rented premises and increase number of premises by making compartment with a view to get rent from the tenant. It is because of shortage of premises for commercial use.

5.0 It appears that the Respondent BEST Undertaking has claimed all the arrears from the complainant who applied for electric supply. It is not the case of the Respondent BEST Undertaking that the complainant is a legal heir of the said Shri Ansari Afizullah who was earlier occupier. In such circumstances the liability of the complainant is to the extent of six months' bills as per Regulation 10.5 of MERC (Electricity Supply Code and Other Conditions of Supply), Regulation, 2005. We think it just and proper to reproduce Regulation 10.5 as under :

*10.5 Any charge for electricity or any sum other than a charge for electricity due to the Distribution Licensee which remains unpaid by a deceased consumer or the erstwhile owner/occupier of any premises, as a case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of the premises as the case may be, and the same shall be recoverable by the distribution licensee as due from such legal representatives or successors-in-law or new owner/occupier of the premises, as the case may be.*

*Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this Regulation 10.5 shall be restricted to a maximum period of six months of the unpaid charges for electricity supplied to such premises.*

5.0 In view of the above said Regulation and the complainant not being a legal heir of Shri Ansari Afizullah, his liability shall be restricted to the maximum period of six months of unpaid charges of electric supply to such premises.

6.0 Having regard to the above said discussion, the complaint deserves to be partly allowed. In result we pass the following order.

#### **ORDER**

1.0 The complaint no. N-E-361-2018 dtd. 06/07/2018 stands partly allowed.

- 2.0 The Respondent BEST Undertaking is hereby directed to issue revise bill or revise demand notice to the complainant as per Regulation 10.5 of MERC (Electricity Supply Code and Other Conditions of Supply), Regulation, 2005.
- 3.0 The complainant is directed to pay the amount under the revised bill within 15 days from the date of receipt of the order. After depositing the amount of demand notice, the Respondent BEST Undertaking is directed to give electricity connection to the premises immediately.
- 4.0 The Respondent BEST Undertaking is directed to comply with the order within one month from the date of receipt of the order.
- 5.0 Copies of this order be given to both the parties.

Sd/-  
(Shri S.V. Fulpagare)  
**Member**

sd/-  
(Dr. M.S. Kamath)  
**Member**

sd/-  
(Shri V.G. Indrale)  
**Chairman**