

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-D-250-2015 dtd. 27/02/2015.

Shri Dildar H.H. Integar HusainComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri V. G. Indrale, Chairman

Member

1. Shri S.S. Bansode, Member
2. Shri S.M. Mohite , Member

On behalf of the Complainant : 1. Mr. M.H. Patel

On behalf of the Respondent : 1. Shri H.N. Vagal, DECC(D)
2. Smt. S.S. Redkar, AAM CC(D)

Date of Hearing : 07/04/2015

Date of Order : 15/04/2015

Judgment by Shri. Vinayak G. Indrale, Chairman

Shri Dildar H.H. Integar Husain, whose electric meter was removed on 26/07/2001 for non-payment of outstanding electricity charges of Rs. 1,18,556.57 has put forth his grievance on 10/12/2014 for reconnection of the electric supply at 4, Ground floor, Regal Mansion (Sakina Manzil), Raja Rammohan Roy Marg, Girgaon, Mumbai - 400 004 without payment of electricity dues as according to him the claim of outstanding amount is barred by limitation u/s 56 of Electricity Act, 2003.

Complainant has submitted in brief as under :

- 1.0 The complainant has approached to IGR Cell on 10/12/2014 for reconnection of electric supply without recovery of outstanding amount pertaining to A/c no. 445-429-055 . The complainant has approached to CGRF in schedule 'A' dtd. Nil (received by CGRF on 26/02/2015 as he was not satisfied by the remedy provided by the IGR Cell Distribution Licensee regarding his grievance.

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

- 2.0 The complainant's electric meter was removed on 26/07/2001 for non-payment of outstanding electricity charges of Rs. 1,18,556.57. He has come before the Forum regarding his grievance in respect of recovery of said electricity charges.
- 3.0 The complainant has obtained information regarding the said outstanding amount under RTI Act.
- 4.0 The complainant had made last and part payment of Rs. 12,000/- on 18.04.2000. After this payment though electricity was consumed by the complainant, he had not done the payment till the date of removal of his meter i.e. 26.07.2001 and creating an outstanding of Rs. 1,18,556.57/- arising to the non-payment of electricity bill of A/C No. 445-429-005.
- 5.0 The consumers covered under P.O. 164, are those whose meters were removed prior to 01.10.2006, and their accounts are existing and DPC & IOA are charged on their account. It is true to say that A/C No. 445-429-055 was not finalized as per P.O. 164 and complainant is not included in the listing finalized as per P.O. 164, as his account was closed after the removal of meter for non-payment, which has created an outstanding amount of Rs. 1,18,556.57/-
- 6.0 As stated by the complainant Section 56(2) Indian Electricity Act, 2003 bars recovery beyond two years since bill raised is not true. The unpaid amount of bill is continuously appearing in the BEST Undertaking, EDP Ledger, hence, this section 56(2) is not applicable to him. The complainant is required to make the payment of said electricity charges in order to reconnect electric supply to his premises.

REASONS

- 7.0 We have heard the argument of Shri M.H. Patel representative of the complainant and Shri H.N. Vagal, DECC(D), Smt. S.S. Redkar, AAM CC(D) for the Respondent BEST Undertaking. We have carefully gone through the documents placed on record by the complainant as well as by the Respondent BEST Undertaking. The documents filed by the Respondent BEST Undertaking are marked at Exhibit 'A' to 'K'.

8.0 With a view to appreciate the controversy, we think it just and proper to state the admitted facts. It is admitted that the electricity connection provided to the complainant to his premises having consumer no. 445-429-055 was disconnected on 26/07/2001 for outstanding dues of Rs. 1,18,556.57. It is also admitted fact that in the year 2014 the complainant applied for reconnection to the Respondent BEST Undertaking and in reply the Respondent BEST Undertaking requested the complainant to pay the above said outstanding dues. It is also noted that the premises and consumer number for which the complainant has applied are same. Considering these facts, this Forum is required to see whether the grievance of the complainant that the demand of outstanding dues is barred by limitation or not. On this point Shri M.H. Patel representative of the complainant has vehemently submitted that the Respondent BEST Undertaking has not provided him all the details about the outstanding dues and their claim is barred by limitation u/s 56 of E.A., 2003 and therefore their action of not giving the electric supply is illegal. On this point we think it just and proper to see as to by which Regulation the case of the complainant is to be governed. We have gone through the MERC (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005 and this case is governed by Regulation 10.5 which runs 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.

9.0 If we go through the above said Regulation, it is clear that even legal representative of the owner of the premises is required to pay the electricity dues in case of change of name. If this would be the position in the Regulation under law then certainly the complainant being the owner of the premises is liable to pay the electricity dues as this case comes under Regulation 10.5.

10.0 The grievance of the complainant also comes under Regulation 6.10 which is pertaining to reconnection of supply following disconnection due to non-payment of bills. We think it is just and proper to reproduce the Regulation 6.10 of MERC (Standard of Performance of Distribution Licensees, Period for giving supply and determination of compensation) Regulation, 2014. By the said provision, the complainant is liable to pay the electricity dues. In

view of this Regulation, the complainant cannot get the shelter of section 56 of E.A., 2003 and say that the claim of arrears is barred by limitation. The Forum observes that the electricity is a public property as laid down by Hon'ble Supreme Court in case between *M/s Isha Marble v/s Bihar State Electricity Board reported in 1995 SCC(2) 648*. Considering the ratio laid down by Hon'ble Supreme Court in the above said case, the complainant cannot escape from payment of the liability of outstanding dues on fake claim that it is barred by limitation. On this point, the Forum observes that the liability of payment of electricity dues certainly runs with the owner of the property. In the instant case, even if the complainant is not asking for change in name, his case certainly comes under the Regulation 10.5 and therefore he is liable to pay the electricity dues. The provision of section 56 of E.A., 2003 does not come into play as it is the case of reconnection and not recovery of arrears of electricity dues by the Respondent BEST Undertaking.

- 11.0 Considering the dispute of period of outstanding bill, this Forum is to see whether for disconnection of electricity supply on 26/07/2001, the complainant has right to raise the dispute regarding the said outstanding bill in the year 2014. On this point we think it just and proper to reproduce the Regulation 6.6 of MERC (EO & CGRF) Regulation, 2006.

6.6 *The Forum shall not admit any Grievance unless it is filed within two (2) years from the date on which the cause of action has arisen.*

- 12.0 In view of the above said Regulation it was expected from the complainant to make the grievance within two years from the date on which the cause of action has arisen i.e. date of disconnection or removal of the electric meter i.e. 26/07/2001. It appears that the complainant for about 13-14 years kept mum in respect of outstanding dues and approached the Forum in 2015 stating that the Respondent BEST Undertaking did not give him detailed particulars regarding outstanding bills. In view of this Regulation 6.6, the complainant has no right to ask for details regarding the outstanding bills as his claim is totally barred by limitation.

- 13.0 Shri M.H. Patel, representative of the complainant vehemently submitted that the complainant is ready to pay the electricity charges but the Respondent BEST Undertaking did not give him the correct Ledger Folio showing the details of charging of DP and interest. We do not find any force in this contention as the records shows that the Respondent BEST Undertaking has given all the details as asked for by the complainant and who is making only fake excuses in that regard with a view to escape from the payment of legal liability of electricity dues. We have gone through the documents which the complainant has sought under RTI and it appears that the Respondent BEST Undertaking has provided all the details and

account of the complainant was closed and therefore they have not charged DP and interest.

- 14.0 Having regard to the above said discussion and the legal position, this Forum comes to the conclusion that the complainant is liable to pay the outstanding electricity charges as claimed by the Respondent BEST Undertaking and then and then only he is entitle to get the reconnection. Thus this Forum does not find any grievance in the complaint filed by the complainant. If in reality the complainant is in need of urgent electricity connection then he is expected to pay the outstanding dues and in that case the Respondent BEST Undertaking is under legal obligation to provide the reconnection within stipulated time period. Thus the complaint is liable to be dismissed. In result we pass the following order.

ORDER

1. The complaint No. S-D-250-2015 dtd. 27/02/2015 stands dismissed.
2. Copies of this order be given to both the parties.

(Shri S.M. Mohite)
Member

(Shri S.S. Bansode)
Member

(Shri V.G. Indrale)
Chairman