

		Date	Month	Year
1	Date of Receipt	05	10	2023
2	Date of Registration	06	10	2023
3	Decided on	26	10	2023
4	Duration of proceeding	13 working days		
5	Delay, if any.	—		

**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

**Grievance No.FN-486-2023 dtd. 05/10/2023**

M/s Priyali Builders & Developers .....Complainant  
V/S

B.E.S.&T. Undertaking .....Respondent No. 1

Om Shiv Shakti CHS ..... Respondent No. 2

**Present**

Chairman

Coram : VACANT

Member

1. Smt. Anagha A. Acharekar, Independent Member  
(Acting Chairman)
2. Smt. Manisha K. Daware, Technical Member

On behalf of the Complainant : 1. Shri Shamsu Hakim

On behalf of the Respondent (1) : 1. Shri A.R. Tiwari  
2. Shri S.P. Dhake

On behalf of the Respondent (2) : 1. Shri Jasbir Matta

Date of Hearing : 18/10/2023

Date of Order : 26/10/2023

*(Signature)*  
26.10

### Judgment

- 1.0 The consumer Priyali Builders & Developers has grievance of illegal transfer of outstanding amount of Rs. 3,68,232.42 pertaining to fire fighting of Om Shiv Shakti SRA CHS having a/c no. 200-000-897 to its temporary a/c 686-016-083.
- 2.0 The case of the complainant may be stated as under :
- a) The representative of the complainant stated that, Meter no. T160153 under a/c no. 200-000-897 was installed on 13/09/2017 in the name of Priyali Builders for the purpose of fire fighting system for rehab wings of A,B and C. The builder has handed over the rehab society namely Om Shiv Shakti SRA, the Respondent no. 2 after receiving Occupation Certificate. The NOC for change of name was also submitted to the SRA while handing over the rehab building to the society.
- b) The complainant submitted that since then the Respondent No. 2 was regularly paying the electricity bill of a/c no. 200-000-897 till July 2020. In the month of March 2020 and April 2020 high consumption was recorded which was billed in the month of July 2020. The society raised a dispute to High Value Consumer department of the BEST Undertaking. On verification it was noticed that the billing was done in the month of April 2020 to June 2020 on average basis as per the directives of MERC during pandemic. In the month of July, meter reading activity started and then the Customer Care F/N ward of the BEST Undertaking prepared the bill in the month of July 2020 on the basis of actual reading. Accordingly, on the basis of actual consumption for the period from 28/02/2020 to 30/06/2020 the Respondent No. 2 was billed in the month of July 2020.
- c) The representative of the complainants further stated that in view of the complaint raised by the Society, the meter no. T160153 was tested by the BEST Undertaking in presence of the society members. The meter found OK and test report was sent on email to the Society.
- d) Since the bill amounting to Rs.3,68,232.42 of fire fighting meter was very high, the Respondent No. 2 denied to pay the same. After rigorous follow up by the BEST Undertaking, for payment the meter No. T160153 was removed for non-payment. Thereafter, to recover this amount the BEST Undertaking debited the same amount in the complainant's temporary a/c no.686-016-083 which was related to the same plot and in the same name. The complainant raised the dispute with BEST Undertaking after debiting the outstanding amount from other account to the complainant's temporary account 686-016-083.



- e) The complainant further stated in his submissions that the builder has handed over the rehab building to the society named Om Shiv Shakti SRA CHS in the year 2013 after receipt of part occupation with all amenities. They have also given NOC regarding change of name of electricity meters, water meter etc. at the time of hand over. The construction activity of balance sale plot is on hold due to stop work notice from Hon'ble Supreme Court. As per site condition the sale portion has incomplete columns constructed before 2019 is now in dilapidated condition. In this sale portion only BEST's substation is completed and commissioned which was allowed by the Hon'ble Supreme Court. The disputed fire fighting meter room is on the boundary wall apart from the rehab building. The outgoing from the meter was verified and traced. The same found connected to the fire fighting distribution panel in the meter room of 'A' wing of the Respondent no. 2.
- f) In view of above the complainant has submitted to the Forum that the developer has no responsibility of outstanding dues of the rehab portion. The Respondent no. 2, the society is in full possession of the disputed meter and was regularly paying the bill till July 2020. The society is responsible for the consumption and protection of the said meter. Hence, requested the Forum to direct the Respondent No. 1 to revert back the debited amount from his temporary account and reconnect the meter.
- 3.0 The Respondent No. 1 has filed its reply before this Forum. Their case may be stated as under :
- a) M/s Priyali Builders had applied for temporary supply as well as for Fire Fighting supply in the year 2017.
- b) Lock down under Covid-19 was imposed from mid March 2020 in India. MERC has issued the practice direction dated 26/03/2022 suspending meter reading activities and issuing bills to the consumer based on the average basis.
- c) Accordingly billing was done on average basis from April 2020 to June 2020. After that BEST started the activity of meter reading and had prepared the bill in the month of July 2020 based on the actual reading. In the month of July-2020, it was observed that there was a sudden rise in the consumption of Fire Fighting meter A/C No. 200-000-897 and the units consumed were 30240 Units. The bill was issued for Rs.3,61,370/- payable against usage and pending arrears which was not paid in prior months.

*Shorelax*  
*Shane*  
*26/10*



- d) Om Shivshakti CHS Ltd stopped the electricity bill payment for Fire Fighting meter A/C No. 200-000-897 to BEST and complaint given to High-value Consumer department saying that they never used as a fire fighting meter. Meter T160153 tested on 11/06/2021 in presence of consumer's representative and found OK in accuracy test.
- e) BEST refunded the amount of Rs.6,873/- for estimated bill for Fire Fighting meter A/C No. 200-000-897 during April, 2020 to June 2020 in the bill for the month of July, 2020. Lock down period consumption was shown and explain to consumer's representative by HVC Department.
- f) Consumption data from 01/06/2019 to 01/07/2020, which was recorded in Meter along with Meter OK report dated 11.06.2021, acknowledged by consumer's representative and bill copy of July, 2020 was forwarded to consumer. In the drive of nonpayment cases, arrears above Rs 1 lac, meter no. T160153 was removed dt. 16/03/2022. The arrears of A/c No. 200-000-879 was debited in the account 686-016-083 which is in the name of Priyali Builders & Developers.
- g) With reference to letter received from Priyali builders and developers dated 11.10.2022 site visit was conducted on 18.10.2022. As per site investigation, it is observed that the construction of the sale building is in halted condition. From 2013 till date, no construction activity has been taken place for the sale building due to court case. The fire fighting meter no.T160153 room is in the boundaries of the sale building but outgoing cable is connected to Meter room in rehab A building.
- h) The entire distribution of rehab A wing, fire fighting distribution panel is in the rehab A wing meter cabin. There are 2 numbers of outgoing cables from firefighting distribution panel which are connected to the submersible pumps and other various apparatus of the firefighting system. Meter cabin is located in the premises of M/s. Priyali Builders construction site .
- j) Both A/C No. 200-000-897, Meter No. T160153 and 686-016-083, Meter No. N165984 are in the name of Priyali Builders till date. However, society as well as developers are refusing the use of fire fighting Meter.
- k) Due to non-payment of outstanding amount of fire fighting, Meter No. T160153 was removed on 16/03/2022.
- l) The outstanding amount of Rs. 5,10,810.00 pertaining to a/c no. 200-000-897 of Fire firefighting Meter of Priyali Builders was debited to Priyali builders' temporary a/c 686-016-083 in the month of July 2022.



4.0 The Respondent No.(2) has filed his reply and opposed the aforesaid complaint given to this Forum by the complainant. This case may be stated as under.

- a) It is submitted by the Respondent no. 2 that Development Agreement dtd. 24/02/2006 was executed between the society named Om Shiv Shakti CHS Ltd. And M/s Priyali Builders and Developers. As per the clause 23 of this agreement, the developer hereby indemnify and shall keep the said society and / or its members indemnified again any loss, damage, costs, charges, expenses....., water charges, electricity charges etc. and / or of any nature whatsoever that may be caused and / or suffered during the pendency of this agreement and till this project is completed in all the respect.
- b) The representative of the Respondent No. 2 stated that since the project is still incomplete, rehab work and sale building is pending, the builder is responsible for payment of all the electricity bill due during the process of redevelopment.
- c) It is further submitted by Shri Jasbir Matta the representative of the Respondent No. 2 that alleged meter pertaining to a/c no. 200-000-897 is standing in the name of M/s Priyali Builders & Developers and is in the custody of and under lock and key of them. Society has no access to the same so whatever electricity was consumed through this meter was not in the control of the society. How it is possible to consume 30240 units by society through fire fighting meter ? He also submitted that on various occasions the society has done correspondence with the complainant and Respondent no. 1 regarding issue of fire fighting meter and high bill consumption.
- d) After disconnection of fire fighting meter due to non-payment, the society has requested the builder to get it reinstall as firefighting system is essential service and the society is at the risk due to that.
- e) Shri Matta further stated that the builder has neither replied to the society nor took any action to find out the reason for high consumption of fire fighting meter. He further mentioned that builder has given part occupancy, not provided any kind of amenities. Due to all these reasons the builder is only responsible for payment of dues for firefighting equipment.

5.0 We have heard the submissions of parties and noted their submissions as above. In view of the above submissions of the parties and case pleaded by them, the following points arise for determination, on which we record our findings as under, for the reasons to follow.

*Atkolan*  
*Sharma*



4.0 The Respondent No.(2) has filed his reply and opposed the aforesaid complaint given to this Forum by the complainant. This case may be stated as under.

- a) It is submitted by the Respondent no. 2 that Development Agreement dtd. 24/02/2006 was executed between the society named Om Shiv Shakti CHS Ltd. And M/s Priyali Builders and Developers. As per the clause 23 of this agreement, the developer hereby indemnify and shall keep the said society and / or its members indemnified again any loss, damage, costs, charges, expenses....., water charges, electricity charges etc. and / or of any nature whatsoever that may be caused and / or suffered during the pendency of this agreement and till this project is completed in all the respect.
- b) The representative of the Respondent No. 2 stated that since the project is still incomplete, rehab work and sale building is pending, the builder is responsible for payment of all the electricity bill due during the process of redevelopment.
- c) It is further submitted by Shri Jasbir Matta the representative of the Respondent No. 2 that alleged meter pertaining to a/c no. 200-000-897 is standing in the name of M/s Priyali Builders & Developers and is in the custody of and under lock and key of them. Society has no access to the same so whatever electricity was consumed through this meter was not in the control of the society. How it is possible to consume 30240 units by society through fire fighting meter ? He also submitted that on various occasions the society has done correspondence with the complainant and Respondent no. 1 regarding issue of fire fighting meter and high bill consumption.
- d) After disconnection of fire fighting meter due to non-payment, the society has requested the builder to get it reinstall as firefighting system is essential service and the society is at the risk due to that.
- e) Shri Matta further stated that the builder has neither replied to the society nor took any action to find out the reason for high consumption of fire fighting meter. He further mentioned that builder has given part occupancy, not provided any kind of amenities. Due to all these reasons the builder is only responsible for payment of dues for firefighting equipment.

5.0 We have heard the submissions of parties and noted their submissions as above. In view of the above submissions of the parties and case pleaded by them, the following points arise for determination, on which we record our findings as under, for the reasons to follow.

Sr. No.	Points for determination	Findings
1	Whether the Respondent No. 1 is entitle to recover the outstanding amount of fire fighting meter connection i.e. a/c no. 200-000-897 from the complainant's temporary account having a/c no.686-016-083 ?	Affirmative
2	Whether the complainant is liable to pay the outstanding amount debited in his account ?	Affirmative
3	What order should be passed ?	The complaint is dismissed.

**6.0 We record reasons for aforesaid findings as under :**

- a) Facts of the case have been elaborated herein earlier while noting the respective case of the parties concerned.
- b) What appears from the facts pleaded and the documents produced by the parties on record, is that the complainant is a builder and developer. The Slum Rehabilitation Authority (SRA) has given a big plot of land for redevelopment to the complainant under the terms and conditions of development agreement, to which the SRA, the Co-operative Housing Society (Respondent No. 2 herein) and the complainant are parties. It appears that the complainant agreed to construct tenements in the A,B, and C wings. The terms of the development agreement would show that it was responsibility of the builder i.e. the builder to bear the electric charges of the common electric connection required for the entire project.
- c) It is not disputed that on the application of the complainant/ Priyali Builders, electric supply was given to the said property under the project of redevelopment and Meter no. T160153 under a/c no. 200-000-897 was installed on 13/09/2017 in the name of Priyali Builders for the purpose of fire fighting system for rehab wings of A,B and C. It is also not disputed that on request of the complainant another electric connection was given by the Respondent no. 1/BEST Undertaking in the same premises of the said SRA project for the purpose of use of the electricity in the development works being done there for the entire project of redevelopment. Both these two disputed electric connections are in the name of Priyali Builders which are installed for the same project inside the compound of the construction site of developer.
- d) Thus under the said redevelopment agreement, the complainant has to complete the work of the entire project. It appears that the complainant (the builder) has partly completed and handed over tenements to the rehab society namely Om Shiv Shakti SRA i.e. the Respondent no. 2 after receiving partial Occupation Certificate from the

*[Handwritten signature]*



construction and Occupation Certificate is yet to be obtained in respect of the part project. In other words the completion of the entire project of redevelopment of the plot is yet pending.

- e) In such facts and circumstance, the dispute about arrears of electricity charges pertaining to the Meter no. T160153 under a/c no. 200-000-897 has arisen in the instant case. What happened is that Lock down under Covid-19 was imposed from mid March 2020 in India. MERC had issued the practice direction dated 26/03/2020 suspending meter reading activities and issuing bills to the consumer based on the average basis. Accordingly billing was done on average basis from April 2020 to June 2020. After that, BEST started the activity of meter reading and had prepared the bill in the month of July 2020 based on the actual reading. In the month of July-2020, it was observed that there was a sudden rise in the consumption of Fire Fighting meter A/C No. 200-000-897 and the units consumed were 30240 Units. The bill was issued for Rs.3,61,370/- payable against usage and pending arrears which were not paid in prior months. Since the bill amounting to Rs.3,68,232.42 of fire fighting meter was unpaid, the Respondent No.1/BEST Undertaking disconnected the supply through that meter and debited the dues to the temporary account No. a/c no.686-016-083.
- f) The complainant submits that the Respondent No. 2/Housing Society was responsible to pay the arrears of the said Fire Fighting meter A/C No. 200-000-897, as the said meter is used for the firefighting of the society and possession of which is given to the members of the society/Respondent No.2. On the other hand the Respondent No.2/Society has taken the stand that till the completion of the entire project it is the responsibility of the complainant/builder to pay the electric charges of the said fire fighting meter, and as the part work is still incomplete the complainant duty bound to pay the electric charges of common purpose-meter under the a/c No. 200-000-897. The Respondent No.1/BEST Undertaking has submitted that as both the meters are in the name of the complainant in respect of the same premises, same plot and same project of redevelopment, the BEST Undertaking is entitled to debit the arrears of fire fighting meter account to the temporary account 686-016-083 of the Complainant.
- g) We have carefully examined the aforesaid submissions of the parties in the light of the leadings and documents, including the copy of development agreement. We have seen in the said document of development agreement that there is a term therein that till the completion of the entire project of development of the plot, the complainant/builder is liable to pay the electric charges of the meters obtained for common purposes during the pendency of the project. In the instant case it cannot be said that the entire work has been completed, even though part completion certificate has been obtained in respect of certain part, full work is yet to be completed.



Therefore we are not convinced with the submissions of the complainant that the Respondent No.2/Society is liable to pay the arrears of the said fire-fighting meter.


- h) As far as grievance of the complainant about debiting of the arrears pertaining to the fire fighting meter to complainant's temporary connection is concerned, we find no illegality in it, because both the meters are in the name of the complainant and both of them are given for and in the same plot and premises and project of development. Had the premises of both the meters been different then the situation perhaps would have been different. In the situation where separated premises are involved the distribution licensee always has an option to recover the arrears from the person who would come for seeking supply of electricity to the premises. In the instant case, no other person, except the complainant is responsible to seek connection of fire fighting meter in the project of development, because without existence of such meter, the project will not be considered as complete.
- i) As both the accounts and connections are in respect of one and same project and premises, the Respondent no. 1 has correctly debited the outstanding amount pertaining to fire fighting meter to the temporary meter of the complainant.
- j) For the aforesaid reasons, we hold that the Complainant is liable to pay the outstanding amount pertaining to a/c no. 200-000-897 and the Respondent No. 1 is entitled to recover from the complainant the amount by debiting it to complainant's another a/c no 686-016-083 towards the dues pertaining to the fire fighting meter. Therefore, the act of the Respondent No. 1 to debit the said amount to the complainant's temporary a/c No. 686-016-083 is legal and valid. Therefore, we have recorded affirmative findings on point No. 1 and 2.
- k) In view of affirmative findings on point No. 1 and 2, we hold that the present grievance application is liable to be dismissed. We have answered point accordingly. Hence, we pass the following order.

#### ORDER

1.0 The grievance no. FN-486-2023 dtd. 05/10/2023 stands dismissed.

2.0 Copies of this order be given to all the concerned parties.

  
(Smt. Manisha K. Daware)  
Technical Member

  
(Smt. Anagha A. Acharekar)  
Independent Member  
(Acting Chairman)

(Vacant)  
Chairman