

		Date	Month	Year
1	Date of Receipt	28	11	2022
2	Date of Registration	28	11	2022
3	Decided on	15	12	2022
4	Duration of proceeding	13 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. A-473-2022 dtd. 28/11/2022

Smt. Ranjana Manohar Padwal...Complainant

V/S

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

Present

Chairman

Coram : Shri S.A. Quazi, Chairman

Member

1. Smt. Anagha A. Acharekar, Independent Member
2. Shri S.S. Bansode, Technical Member

On behalf of the Complainant : Shri Pandurang Manohar Padwal

On behalf of the Respondent : Shri D.N. Pawar

Date of Hearing : 08/12/2022

Date of Order : 15/12/2022



(Signature)
(Milind Karanjkar)
Secretary
CGRF BEST

(Signature)
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Judgment

1.0 The grievance mentioned in this complaint/grievance-application before this Forum is that in response to the Complainant's application dated 05.08.2021 for new connection to the premises occupied by her, Respondent has communicated her about their demand 1) to produce NOC of Land Lord and 2) to pay the arrears of earlier a/c holder, due to which the Respondent has disconnected the supply.

2.0 The case of the complainant may be stated as under:

a) The complainant submitted the application dated 05.08.2021 to the Respondent for new connection to the premises occupied by her. She gave address of the said premises as "St. John's House, Room No. 5-6, Duxbury Lane, Afghan Church, Colaba, Mumbai-400005". Hereinafter, this premises shall be referred to as "premise in question".

b) In response to the said application dated 05.08.2021 of the complainant, the Respondent gave letter dated 6th May 2022. According to the complainant by that letter the Respondent confirmed "sanction of new energy meter for new connection, subject to payment remittance of Rs. 2,000/- towards connection fees, Rs. 600/- towards security deposit and Rs.50/-towards online registration/processing fees." It is further case of the complainant that despite the sanctioning of new connection, as above, the Respondent subsequently refused to accept the said amounts and demanded the complainant to produce No-Objection-Certificate (NOC) from the Land Lord. It is submitted by the complainant before this forum that she is unable to produce such NOC from the Land Lord. For assigning the reason for it, the representative of the complainant has narrated the facts as noted in the following clauses of this paragraph.

c) According to the complainant's representative, the premises in question are situated within the campus of the property comprising of a bungalow, open garden and servants/gardeners quarters/rooms. Bishop of the Afghan Church, Colaba, Mumbai, used to occupy and manage this property. One of such Bishops appointed complainant's husband Manohar Padwal as domestic servant-cum-gardener long back prior to the year 1968. In consideration of services of Manohar Padwal in relation to domestic services, the Bishop gave the premises in question to Manohar Padwal for residence of himself and his family. In this way Manohar Padwal, his wife (the complainant) and their family started living in the premises in question since prior to the year 1968. The electricity was provided to the premises in question from the meter installed in the premises of the bungalow. Manohar Padwal and his wife




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(complainant) begot their children including two sons and children also resided with parents. Thus since 1968, continuously Manohar Padwal, his children and family have been residing in the premises in question. In this regard the complainant has produced and relied on the copies of written agreements dt. 28.05.1968 and 16th July 1968.

- d) The representative of the complainant has submitted that agreement dt. 28.05.1968 was signed by Manohar Padwal agreeing the terms and conditions of his service and the allotment of Room No.6 to him, addressing it to the "Parish Priest, Manager of the Bishop of Bombay at St. John's House, Duxbury Road, Colaba Bombay-5" and thereupon the Manager of the Bishop of Bombay endorsed thereon that Manohar was employee and hence the said room was given at the disposal of Manohar Padwal. Copy of the agreement dt. 16th July 1968 is said to be the Leave and License agreement between Manohar Padwal and the Bishop of Bombay agreeing to have given the Room No.6 to Manohar Padwal as being employee being gardener. It is submitted by the complainant's representative that Manohar is no more now but his family including the complainant being his wife and her children and grand children are continuing the services of gardening. However, since many years, no Bishop came to occupy the bungalow. The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai, addressed a letter dt. 27.7.2013 addressing to the Complainant Ranjana Manohar Padwal and her son Vijay stating that they are occupying the servants' quarters in St. John's House, Duxbury Road, Colaba Bombay-5 and as they are drawing electricity from the meter installed at St. Johns House, they are required to Pay Rs. 750/- p.m. towards electricity charges. According to the complainant, after this letter, she was paying the said amount to the said Bombay Diocesan Trust Association Pvt. Ltd. Mumbai. Copies of the said letter dt. 27.7.2013 and some cheques drawn by the complainant to pay the said monthly payment to the said Trust are also produced by the complainant along with other documents like Aadhar Card, Ration Card, Election ID card etc. having names of the complainant and her above address thereon.
- e) The representative of the complainant has also submitted that it appears that the said Bombay Diocesan Trust Association Pvt. Ltd. Mumbai or any other person or Church owning the property, stopped paying the electric bills because the bungalow is not occupied by any Bishop since so many years. However, due to non-payment of bills the Respondent has disconnected the supply to the meter installed in the bungalow and consequently the supply to the premises in question is also discontinued since 14.07.2021. In such circumstances the complainant is constrained to apply for new meter for the premises in her name, as electricity is a necessity without which now-a-days life is much difficult.
- f) However, on her application the Respondent asked her to produce NOC of the Land Lord. The representative of the complainant has submitted that therefore, the

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complainant had sent a request letter to the "Director/Secretary, The Bombay Diocesan Trust Association Private Limited, 19, Hazarimal Somani Marg, Mumbai-400001" requesting them to give NOC for getting separate electric meter in the premises in question, but the Trust did not give any response. It is submitted that the complainant does not know name or address of any other person who can be said to be owner or manager of the property, from whom NOC can be obtained by her. It is submitted that in such circumstances, the complainant is unable to produce the NOC. But, he submits that production of NOC is not even required in view of the aforesaid circumstances and in view that there is sufficient documentary evidence regarding lawful occupation of the premises by the complainant. Therefore Respondent's insistence to produce the NOC of the Landlord is unjust and illegal. As far as the Respondent's objection about recovery of dues of electricity charges about the meter of the bungalow premises is concerned the representative has submitted that the complainant is ready to pay the dues in three monthly installments, with a view to protect the interest of the Respondent.

- g) For all the aforesaid reasons, the complainant's representative has requested to direct the respondent to give the electric connection to the premises in question without insisting for production of NOC from the Land Lord.

3.0 The Respondent/Distribution Licensee has filed its reply and opposed the above case of the complainant. Their case may be stated as under:

- a) It is admitted that the Respondent did not process the application of the complainant for installation of new meter due to her land lord not paying the pending dues pertaining to the earlier connection to the bungalow, within the campus of which the premises in question is situated. It is also admitted that the complainant had produced documents of leave and license agreement of the year 1968 in respect of the premises in question. The agreement is produced by her to show that her husband Manohar was given the premises. After demise of the said Manohar, his family continued to reside at the above said address. In her letter dt. 17.07.2021, complainant submitted to the Respondent that she is residing with her family comprising her two sons, two daughters in law and grand children at the above address. She was being supplied electricity to her house through the meter of the said Church under consumer No. 290-396-003. In her complaint letter the complainant stated that since 10-15 years electricity to her house always gets disconnected and from 14.07.2021 there is no electricity to her house and it causes hardship to her and her family in day today routine. She, therefore, requested for new electric meter connection to her house.

- b) The Respondent has admitted that the complainant has produced copies of the documents, referred to herein earlier. In reply to the aforesaid letter dt. 17.07.2021,



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the Respondent vide its reply dt. 11.10.2021, informed to the complainant that she should comply with the requirement mentioned in the said reply. However, as the complainant did not comply with all the requirements, her request for new connection could not be processed. The same was informed to the complainant by the Respondent by its letter dt. 20.05.2021. Copies of both the above letters dt. 11.10.2021 and 20.5.2021 are also produced by the Respondent with their reply.

- c) The Respondent has admitted that the complainant had submitted her application dt.05.08.2021 to the Respondent for installation of new meter, along with Indemnity bond. In response thereto the Respondent asked to pay the amount of Rs. 2000/-, Rs. 600/- and Rs. 50/- as mentioned in the grievance application filed before this forum. However these amounts were not accepted as NOC of the Landlord was not submitted by the complainant. Even the payment of dues pertaining to the earlier connection, was also pending. Therefore, it is submitted that electric connection cannot be given.
- d) However the representative of the Respondent has submitted that if dues are paid the Respondent can consider the request for new connection, in the facts of the instant case.
- e) For all the above said reasons, the Respondent has urged to dismiss the complaint, if the complainant is not ready to pay the pending dues, as stated herein earlier.

4.0 Considering the rival contentions of the parties, 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 complainant has produced sufficient proof of her prima-facie lawful occupation over the premises in question?	In affirmative.
2.	Whether Respondent's insistence to produce the NOC from the landlord for giving new electric connection, is just and proper?	In negative.



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3.	Whether the Respondent is entitled to withhold the new connection to the premises in question due to the non-payment of the pending dues of earlier connection under a/c No. 290-396-003?	In affirmative.
4.	Whether the complainant is entitled to get facility of paying the pending dues of earlier connection under a/c No. 290-396-003 in installments to get new electric meter connection for the premises in question?	In affirmative.
5.	If the complainant is entitled to get facility of paying the pending dues in installments, then on what terms?	As the complainant is entitled to get facility of paying the pending dues of earlier connection under a/c No. 290-396-003 in installments, she is entitled to pay the dues in three installments and as per schedule and on the terms and conditions, as are being indicated in the operative order being passed herein below.
6.	Whether the complainant is entitled for any relief and what order is required by this Forum to dispose off this complaint?	The complainant is entitled for the relief as is being directed in the operative order being passed herein below.

5.0 We record reasons for aforesaid findings, on points No. 1 to 6, as under:

- a) From the pleadings and contentions raised as well as the documents produced by the parties, we find that the grievance of the complainant is that the Respondent has refused to give separate and independent electric connection to her premises 1) without production of NOC from the Landlord and 2) without the payment of the arrears of electric charges pertaining to consumer a/c No. 290-396-003. From the premises of a/c No. 290-396-003, the premises in question were provided electric supply, before its supply came to be disconnected due to non-payment of the outstanding of electric charges.



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- b) It is not disputed that the premises in question are situated within the campus of the property comprising of a bungalow, open garden and servants/gardeners quarters/rooms. The Respondent had given electric connection to the said bungalow under consumer a/c No. 290-396-003. In the record of the Respondent name of consumer of this account a/c No. 290-396-003 is "Right REVD C J G R B of Bombay," *(Correct name seems to be The Right Reverend C.J.G.Robinson, as seen from copy of experience certificate dt. 4th Feb, 1971 produced by the complainant as having been given by the Bishop of Bombay of or for the said Reverend C.J.G.Robinson)* This name as consumer of the said electric connection is seen from copy of the electric Bill, produced with the reply of the Respondent at page 47. Address of the said bungalow premises is mentioned in the electric bill as "St. John's House, Room No. 5-6, Duxbury Lane, Afghan Church, Colaba, Mumbai-400005".
- c) According the complainant, Bishop of the Afghan Church, Colaba, Mumbai, used to occupy and manage this property. One of such Bishops appointed complainant's husband Manohar Padwal as domestic servant-cum-gardener long back in the year 1968. In consideration of services of Manohar Padwal in relation to domestic services/gardening, the Bishop gave the premises in question to Manohar Padwal for residence of himself and his family. In this way Manohar Padwal, his wife (the complainant) and their family started living in the premises in question since prior to the year 1968. The electricity was provided to the premises in question from the meter installed in the premises of the bungalow. In this way Manohar Padwal, his wife (the complainant) and their family started living in the premises in question since prior to the year 1968. The electricity was provided to the premises in question from the meter installed in the premises of the bungalow. Manohar Padwal and his wife (complainant) begot their children including two sons and they also resided there with parents. Thus since 1968, continuously Manohar Padwal, his children and family have been residing in the premises in question. In this regard the complainant has produced and relied on the copies of written agreements dt. 28.05.1968 and 16th July 1968. The representative of the complainant has submitted that agreements dt. 28.05.1968 was signed by Manohar Padwal agreeing the terms and conditions of his service and the allotment of Room No.6 to Manohar Padwal addressing to the "Parish Priest, Manager of the Bishop of Bombay at St. John's House, Duxbury Road, Colaba Bombay-5" and thereupon the Manager endorsed thereon that Manohar was employee and hence the said room was given at the disposal of Manohar Padwal. The copy of agreements dt. 16th July 1968 is said to be the Leave and License agreement Manohar Padwal and the Bishop of Bombay agreeing to have given the Room No.6 to Manohar Padwal as being employee as gardener. It is submitted by the complainant's representative that Manohar is no more now but his family including the complainant being his wife and her children and grand children are continuing the services of gardening and they are living in the said premises in question. However, for many years no Bishop came to

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



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occupy the bungalow. The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai, addressed a letter dt. 27.7.2013 addressing to the Complainant Ranjana Manohar Padwal and her son Vijay stating that they are occupying the servants' quarters in St. John's House, Duxbury Road, Colaba Bombay-5 and as they are drawing electricity from the meter installed at "St. Johns House", they are required to Pay Rs. 750/- p.m. towards electricity charges. According to the complainant, after this letter, she was paying the said amount to the said Bombay Diocesan Trust Association Pvt. Ltd. Mumbai. Copies of the said letter dt. 27.7.2013 and some cheques drawn by the complainant to pay the said monthly payment to the said Trust are also produced by the complainant along with other documents like Aadhar-card, ration card, election ID card etc. having name of the complainant above address.

- d) We have perused the above said documents in the light of the facts and circumstances of the case. About occupation of the premises in question being with the complainant and her family, we find that this fact is established on preponderance of the probabilities on the basis of the aforesaid documents, particularly 1) copies of written agreements dt. 28.5.1968 and 1^{6th} July 1968, 2) copy of ration-card of complainant's family, 3) Copy of Aadhar Card of complainant and 4) Voters ID cards of 5) Copy of letter dt. 27.7.2013 issued by The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai, addressed to the complainant, 6) Copy of experience certificate dt. 4th Feb, 1971 given to Manohar Padwal by the Bishop of Bombay concerned to "Right Reverend C.J.G.Robinson of St. John's House, situated at Duxbury Road, Colaba Bombay-5".
- e) The copy of agreement dt. 28.5.1968 was signed by Manohar Padwal agreeing the terms and conditions of his service and the allotment of Room No.6 to him. It was addressing to the "Parish Priest, Manager of the Bishop of Bombay at St. John's House, Duxbury Road, Colaba Bombay-5." It was also signed by the Manager endorsing thereon that Manohar was employee and hence the said room was given at his disposal, by the said Manager of the property. The copy of agreement dt. 16th July 1968 seems to be the Leave and License agreement executed and signed by said Manohar Padwal as licensee and the Bishop of Bombay as licensor, agreeing to have given the Room No.6 to Manohar Padwal as being employee as gardener.
- f) The above documents show that Room No. 6 within the property known as "St. John's House, situated at Duxbury Road, Colaba Bombay-5", was given to said Manohar Padwal and his family for their residence on license in the year 1968.
- g) Copy of experience certificate dt. 4th Feb, 1971 is produced by the complainant. It shows that Bishop of Bombay concerned to "Right Reverend C.J.G.Robinson of St. John's House, situated at Duxbury Road, Colaba Bombay-5", had given it to Manohar Padwal about his work experience as gardener and also that Manohar was assisted by




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his brother-in-law. Copies of Ration card, Aadhar card, election ID card also show the aforesaid address of the complainant.

- h) Copy of letter dt. 27.7.2013 of The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai, is also produced by the complainant. It shows that it was addressed to the Complainant Ranjana Manohar Padwal and her son Vijay stating that they were occupying the servants quarters in St. John's House, Duxbury Road, Colaba Bombay-5 and as they are drawing electricity from the meter installed at St. Johns House, they are required to Pay Rs. 750/- p.m. towards electricity charges. According to the complainant after this letter she was paying the said amount to the said Bombay Diocesan Trust Association Pvt. Ltd. Mumbai. This letter indicates that complainant's family is occupying more than one room. This corroborates the contention of the complainant that room No. 5 is also in occupation of the complainant's family, in addition to Room No. 6. Probably after 1968, room No. 5 was also given to this family. Thus the claim of the complainant that she and her family are in lawful occupation of the said room Nos. 5 and 6 of the servants quarters, situated in "St. John's House, situated at Duxbury Road, Colaba Bombay-5". In view of the aforesaid facts and documentary evidence produced by the complainant, we feel justified in coming to the conclusion that the complainant has fulfilled the said requirement of proving her lawful occupation over the premises in question, for the purpose of seeking electric connection. In view these observations, we hold that the complainant has produced sufficient proof about her lawful occupation over the premises in question and hence we have recorded affirmative findings on point No.1.
- i) As regards point No. 2, it may be noted that for giving new electric connection the electric-distribution-licensee/Respondent, is required to see whether the applicant, seeking new electric connection, is in lawful occupation of the premises in question. In view of the aforesaid facts and documentary evidence produced by the complainant, we have held that the complainant has fulfilled the said requirement of proving her lawful occupation over the premises in question. It is sufficient to get electric connection, if the electric supply to the bungalow premises of "St. John's House, Duxbury Road, Colaba Bombay-5", has been disconnected, for any reason, provided the complainant fulfills other requirements as per the MERC Regulations. If complainant's occupation in the premises in question is found to be lawful, then we think that it would be unnecessary and unjust to ask the complainant to bring NOC from the landlord, particularly when complainant is coming with a genuine case that no landlord is visiting to the premises and she is not aware of the current landlord of the property in question. In this regard we find copy of letter dt.24.09.2022 sent by the complainant addressed to "The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai." It seems that this letter was sent by RPAD and it was served upon the addressee, as is seen from copy of the postal acknowledgement. It appears from the



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copy of letter dt. 27.07.2013 of "The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai," that the letter was addressed to the Complainant Ranjana Manohar Padwal and her son Vijay stating that they were occupying the servants' quarters in St. John's House, Duxbury Road, Colaba Bombay-5 and as they were drawing electricity from the meter installed at St. Johns House, they were required to Pay Rs. 750/- p.m. towards electricity charges. Till recent, said "The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai," was accepting cheques form the complainant to receive electric charges provided to the premises in question from the electric meter installed in the bungalow premises. These circumstances prima-facie show that the complainant genuinely tried to get the NOC from the said institution/organization, "The Bombay Diocesan Trust Association Pvt. Ltd. Mumbai," which has been impressing upon her since the year 2013 that it is the landlord. However, despite receiving written request from the complainant, as above, no response is said to have been given by it regarding giving of NOC for getting new electric connection/meter in the premises in question. In view of all the above circumstances, we hold that Respondent's insistence to produce the NOC from the landlord for giving new electric connection to the complainant is not just and proper. In view of these observations, we have recorded negative findings on point No.2.

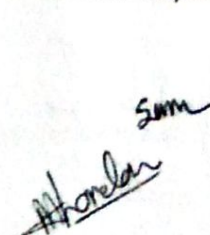

- j) Point No. 3 is about Respondent's entitlement to withhold the new connection to the premises in question due to the non-payment of the pending dues of earlier connection under a/c No. 290-396-003. In this regard, the relevant rule is laid down in clause 16.9.3 and 12.5 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021. It is provided in clause 13.9.3 of the Supply Code that in case of disconnection of supply the liability of the arrears shall pass on to the owner/occupier. Clause 12.5 lays does that charge for electricity which remains unpaid by the erstwhile owner/occupier, shall be a charge on the premises transmitted to the new owner/occupier of the premises and the same shall be recoverable by the Distribution Licensee as due from such new owner/occupier of the premises, as the case may be. These rules may be applicable in case of re-connection or new connection. It is beneficial to reproduce the said clauses 16.9.3 and 12.5 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Standards of Performance of Distribution Licensees including Power Quality) Regulations, 2021 as under:

"16.9.3. In case of premises which are permanently disconnected or demolished for reconstruction, the liability of the arrears, if any, shall be passed on to the owners / occupiers."

"12.5. Any charge for electricity or any sum other than a charge for electricity due to the Distribution Licensee which remains unpaid by a




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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."

- k) If the rule as such is for keeping the charge of arrears on the premises and lays down liability on the occupier to pay the dues, then the distribution licensee must also be held to be entitled to withhold new connection or reconnection, until the outstanding dues are paid.
- l) With reference to see whether the above said provisions apply to the facts of the instant case, we note that it is not disputed that the premises in question are situated within the campus of the property comprising of a bungalow, open garden and servants/gardeners quarters/rooms. The respondent had given electric connection to the said bungalow under a/c No. 290-396-003. In the record of the Respondent name of consumer of this a/c No. 290-396-003 is "Right REVD C J G R B of Bombay," (It seems to be "The Right Reverend C.J.G.Robinson", as can be seen from copy of experience certificate dt. 4th Feb, 1971 produced by the complainant as having been given by the Bishop of Bombay of or for the said Reverend C.J.G.Robinson) It appears that electric meter of old connection was installed in the premises of the bungalow and from there electricity was provided to the premises of servants' quarters, which are situated at some distance from the bungalow. This can be seen from the rough sketch map given at reverse page of page 46 of the documents filed by the Respondent with its reply. Anyway, the applicant's premises were covered by the earlier supply under earlier account No. 290-396-003. So applicant/complainant's premises is connected to the premises of earlier account and hence charge of the arrears of electricity dues of premises of earlier account is also on the premises of the complainant and if the complainant is seeking new connection to her said premises, which is part of the premises of the earlier account, then the complainant has to pay the arrears of the earlier account No. 290-396-003 as per the above said rule. Hence the Respondent is entitled to recover the arrears from the complainant and if not paid, the applied connection can be withheld by the Respondent. Therefore, we have recorded affirmative findings on point No. 3.
- m) Point No.4, posed for determination as above is as to whether the complainant is entitled to get facility of paying the pending dues of earlier connection under a/c No. 290-396-003 in installments to get new electric meter connection for the premises in question? Point No. 5 is, if the complainant is entitled to get facility of paying the pending dues in installments, then on what terms she is entitled? In this regard, we have heard the submissions of the parties. The representative of the complainant has



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submitted that the complainant and her family members are financially very poor and therefore, if they are required to pay the said arrears, then at least three installments may be granted. The representative of the Respondent has opposed to it.


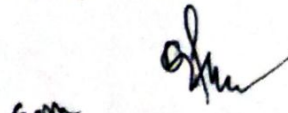
- n) We have examined the above submissions. Looking to the necessity of the complainant to get the electric supply to her premises and to her financially poor condition and also to protect interest of the Respondent in recovering the dues, we are of the opinion that the complainant should be given facility of installments in paying the said arrears. Hence we have recorded affirmative findings on point No.4.
- o) It appears that currently the outstanding dues of electricity charges pertaining to the above said a/c No. 290-396-003 around Rs. 56,884/- The complainant herself is an old aged lady and says that she earns nothing and only does gardening in the said bungalow in consideration of license to live in the premises in question, without any cash earning. Her son is doing service as class IV employee in a private concern. Complainant's sons are married and are having their own families and children and their earnings are also not handsome. However the Respondent, on the other hand, is also having a right to recover the charges of electricity earlier provided to the premises of bungalow and the premises of the complainant. The representative of the Respondent showed his inclination to accept that at least 50% of the arrears may be directed to be paid before the new connection is given to the complainant on her giving undertaking in writing that the remaining amount shall be paid in two installments within two months of giving of the electric connection. Though reluctantly, the complainant and her representative (who is son of the complainant) have accepted to these terms would be justifiable. Therefore, we hold that the installment facility may be granted to the complainant on the terms, as observed above. Accordingly we have recorded the findings on point No.5.
- p) In view of the aforesaid findings on points no. 1 to 5, we hold that the complainant is entitled for the relief of getting new electric connection by paying the arrears in installments, as observed above and the complaint/grievance application deserves to be allowed in the terms as are being indicated in the operative order, being passed herein below. Accordingly we have answered the point No. 6. Hence, we pass the following order.

ORDER

1. Grievance No. A-473/2022 dtd. 28/11/2022 is hereby allowed in following terms:
- a) The complainant is entitled to get new electric connection in the premises in question subject to the payment of pending arrears of the electricity charges pertaining to the




(Milind Karanjkar)
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earlier consumer a/c No. 290-396-003 in installments, as described in the clauses herein below;

- b) The complainant shall pay the said arrears in three installments described as under:
- First installment of the arrears of electric charges shall be of 50% of the total dues and complainant shall pay it before getting the new electric meter connection;
 - Second installment shall be of 25% of the total dues and complainant shall pay it within one month of getting the new electric meter connection after payment of the aforesaid first installment of 50%;
 - Third installment shall be of remaining 25% of the total dues and complainant shall pay it within two months of getting the new electric meter connection.
- c) After the payment of the above described first installment of 50% as above, the complainant shall give a written Undertaking to the Respondent to the effect that she shall make payment of the remaining two installments as per the above said schedule and if she fails to pay accordingly, the Respondent shall be entitled to keep the supply disconnected until the remaining dues are paid with admissible interest and penal charges as per the prevailing rules and regulations.
- d) Respondent shall give new electric connection and meter installation at the premise in question within 15 days of giving of the aforesaid written Undertaking by the complainant on payment of the first installment as indicated above and on payment of other charges of installation as per prevailing rules.
- e) If any of the second and third installments, described above, is defaulted by the complainant, then the Respondent shall be entitled to keep the supply disconnected until the remaining dues are paid with admissible interest and penal charges as the prevailing rules and regulations.

2. Copies of this order be given to the parties.


(Shri. S.S. Bansode)
Technical Member


(Smt. Anagha A. Acharekar)
Independent Member


(Shri S.A. Quazi)
Chairman




(Sandip Karanjkar)
Secretary
CGRF, BEST