

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. N-G(N)-69-09 dt . 13/04/2009

Ravindra R. ShindeComplainant

V/S

B.E.S. & T. UndertakingRespondent

Present

Quorum 1. Shri. S. P. Goswami, Ag. Chairman
2. Smt. Vanmala Manjure, Member

On behalf of the Complainant 1. Shri. Ravindra R. Shinde

On behalf of the Respondent 1. Shri. V.R. Parate, SCCGN
2. Shri. N.M. Rajput, OACC G/N ward,

Date of Hearing: 07/05/2009

Judgment by Shri. S.P.Goswami, Ag. Chairman

Shri. Ravindra R. Shinde, Prathamesh Apartment, Milind Nagar, Matunga, Mumbai-400 019, has come before forum for his grievances regarding refund the excess amount collected by BEST and instruct the BEST to get the amount deposited from the Developer for Substation.

Brief history of the case

- 1.0 As per complainant the construction work of building known as Prathamesh Apartment, Milind Nagar, Matunga, Mumbai-400 019, was completed in June 2006.
- 2.0 As per respondent vide requisition No.70503082 Prathamesh Construction Co. applied for Temporary Connection for common amenities such as water pump & lift for 'B' wing of Prathamesh Apartment, under tariff residential. The meter Nos.M061538 and M061735 were installed on 25-7-2006.
- 3.0 As per the complainant the condition of substation for the B wing insisted by respondent.
- 4.0 The developer convinced respondent to waive the condition of substation and allow energy supply from existing cabin which is very close to the building. BEST did not consider the request in right spirit and remained firm to the condition.
- 5.0 As per the complainant surface of substation was built in RCC by the developer. The BEST authorities have changed their decision and waived the condition of substation in a overnight on the basis of representation made by political leader.
- 6.0 As per complainant it is sufficient evidence to prove that respondent has played dual game with them that respondent did not allow individual meters to his flat and recovered charges at Rs.5.65 per unit & gained Rs.12.83 lacs (approx) undue/extra charges from them.
- 7.0 As per complainant if respondent would have waived substation and allowed energy from the existing cabin, the individual meters would have installed in June 2006 & we would have paid energy charges as per individual meters.
- 8.0 As per respondent while charging the consumer Prathamesh construction Co. a slabwise benefit has been given as per provision of Tariff schedule.
- 9.0 Unsatisfied by the reply dtd. 23/1/2009 from IGR Cell of BEST the complainant approached respondent in schedule 'A' format on 06/4/2009.

Consumer in his application and during Hearing stated the following

- 1.0 Complainant said that the construction work of building known as Prathamesh Apartment, Milind Nagar, Matunga, Mumbai-400 019, was completed in June 2006.
- 2.0 As per the complainant the condition of substation for the B wing insisted by BEST.

- 3.0 The developer convinced BEST to waive the condition of substation and allow energy supply from existing cabin which is very close to the building. BEST did not consider the request in right spirit and remained firm to the condition.
- 4.0 As per complainant the developer diverted electric energy to 58 flats of B wing from the 2 meters allotted to 'A' wing. This temporary arrangement continued for 23 months. This arrangement was known to the BEST authorities. The BEST authorities neglected deliberately because they are gaining out of the said arrangement.
- 5.0 As per the complainant surface of substation was built in RCC by the developer. The BEST authorities have changed their decision and waived the condition of substation in a overnight on the basis of representation made by political leader. The reason stated that their in is "space constraint" which is false and misleading. Complainant requested Forum to depute the office and get the site verified. This will clarify the correctness of the case.
- 6.0 As per complainant it is sufficient evidence to prove that BEST has played dual game with them that BEST did not allow individual meters to his flat and recovered charges at Rs.5.65 per unit & gained Rs.12.83 lacs undue/extra charges from them.
- 7.0 As per complainant if BEST would have waived substation and allowed energy from the existing cabin, the individual meters would have installed in June 2006 & we would have paid energy charges as per individual meters.
- 8.0 As per complainant BEST authority may ask for substation if required in the revised NOC from BEST letter dtd. 24/3/2008. This clearly shows that BEST authority has helped the developer from shifting obligation/liability of substation to flat owners. This may cost them to Rs.10 lacs approximately. Complainant requested Forum to instruct BEST authority to get the amount deposited from the developer.
- 9.0 Complainant prayed to Forum that:
 - 9.1 Appoint third party inspection of site for factual case
 - 9.2 To direct BEST to return the undue charges paid by us.
 - 9.3 To direct BEST to pay compensation as may decided by the Forum.
 - 9.4 To direct BEST to get the amount deposited from the developer for substation, in case of need.
- 10.0 At the time of hearing complainant state that the Prathamesh Apartments was constructed under SRA scheme in which wing-A is for slum rehabilitation and B-wing is for component sale.
- 11.0 As per complainant A-wing construction of A-wing was completed in Jan. 2005 & construction of B-wing was completed in Aug. 2005 and the occupation for B-wing tenants given in Feb. 2006.

- 12.0 As per complainant till today there is no formation of society for Prathamesh Apartment.
- 13.0 As per complainant developer negotiated with BEST for waiver of substation from 2006 to 2008.
- 14.0 At the time of Hearing complainant prayed to the forum to ask BEST to refund undue charges i.e. 20 lac divided by 60 tenants.
- 15.0 Complainant applied for Right to Information Act, 2005 to obtain information regarding substation for the same premises.

BEST in its written statement and during Hearing stated the following:

1. BEST states that the waiver of substation of 'B' wing of Prathamesh Apartment situated at Milind Nagar, Matunga Labour Camp has been approved by the Management.
2. Vide requisition No.70503082 Prathamesh Construction Co. applied for Temporary Connection for common amenities such as water pump & lift for 'B' wing of Prathamesh Apartment, under tariff residential. The meter Nos.M061538 and M061735 were installed on 25-7-2006. These meters were replaced by meter Nos.N065705 and N065708 on 31-10-2006 respectively. Again the meters were replaced by the meter Nos.M021132 & M017327 on 9-5-2008 respectively.
3. While charging the consumer Prathamesh construction Co. a slabwise benefit has been given by the Undertaking as per provision of Tariff schedule.
4. Whenever customer applied for electricity connection & submits required documents with the requisition, a supply is given at his premises by the BEST Undertaking. As such a statement of Mr. Ravindra Shinde that, the BEST did not allow individual meter to each flat is not correct.
5. Further Mrs. Ravindra Shinde has applied for new meter on 25-2-2008. The meter was installed on 5-6-2008 under A/c no. 791-091-027.
6. The meters were installed for Prathamesh Const. Co. for common amenities but unfortunately the supply was given to the residents of 'A' wing and subsequently to the residents of both the wings of Prathamesh Apartment and till date outstanding amount is Rs.2,99,127.25.
7. Giving slabwise benefit to the residents of 'A' & 'B' wings of Prathamesh Apt. is not justified because providing supply of electricity for water & lift to the members of society is responsibility of user, and to pay the bills thereof.
8. BEST states that complainant's request for slabwise benefit to be given for 58 resident of Prathamesh Apartment cannot be justified.

9. At the time of hearing respondent state that substation was insisted by respondent as the network was critical in that area, 55 KW of spare capacity was available while the demand of the newly constructed building was of 70 KW. Subsequently, network was strengthened by respondent creating additional spare capacity. After that the condition of substation was waived by respondent on 24/3/2008.
10. As per respondent new service was laid for the same building on 5/3/2008 & individual meters were sanctioned on 25/3/2008.
11. As per respondent A/c no. was in the name of Prathamesh Developer. Complainant was not individual account holder.

Observations

1. This is the complaint mainly against developer & partly against respondent.
2. The complainant can not ask the relief for 58 flats as he has not submitted the authority letter from the other flat holder.
3. The A & B wing of Prathamesh Apartment are developed under Slum Rehabilitation Authority (SRA) scheme in which wing-A is for Slum Rehabilitation & wing-B is for component sale.
4. Prathamesh Construction Company is the consumer of the respondent and not the complainant.
5. Prathamesh Construction Company were given temporary meters by the respondent for common amenities i.e. for lift & water pump, under residential tariff. The complainant has been using electricity for his flat through these meters. During this period the complainant has been paying the electricity bill to the construction company and not to the respondent.
6. Distribution Substation was asked by the respondent for B-wing of Prathamesh Apartment, as respondent did not have spare capacity in the network except 55 KW which was used for giving temporary meters, while their demand was of additional 70 KW. But we do not find that if this reason given to the developer has been passed on to the complainant because the developer is not made party.
7. Subsequently, respondent waived the condition of substation for the Prathamesh Apartment on 24/3/2008, as network was improved.
8. Account holder Prathamesh Construction Company was given slab wise benefit by respondent as per the provision of tariff schedule.
9. The complainant has not proved that he had applied for personal supply of energy in 2006.
10. Complainant when approached to the respondent & submitted requisition for new meter, the meter was installed to him.

11. In view of above Forum is of opinion that the complainant has not made any payment towards electricity to the respondent but to the construction company and hence his claim for refund from respondent is not justified. However, the complainant may ask the developer to refund the slab wise benefit & deposit if any.
12. The complainant may appear before the appropriate court of law where he will get justice against the developer.

ORDER

1. The complainant's plea for refund of the payment from respondent which he has made to construction company towards use of electricity is rejected.
2. Copies be given to both the parties.

(Shri. S. P.Goswami)
Ag. Chairman

(Smt.Vanmala Manjure)
Member