

**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-C-173-2012 dtd. 30/10/2012**

Mr. Zubin H. Jhaveri .....Complainant

V/S

B.E.S.&T. Undertaking .....Respondent No. 1  
Shah Brothers .....Respondent No. 2  
Shri Pradip Gandhi .....Respondent No. 3

**Present**

Quorum : Chairman  
Shri R U Ingule, Chairman

Member  
1. Shri M P Thakkar, Member  
2. Shri S M Mohite, Member

On behalf of the Complainant : 1. Shri Harbin N. Jhaveri

On behalf of the Respondent No. 1 (BEST) : 1. Shri P. Subhash, DECC(C), 2. Shri M.G. Patil, Dy.ECC(C)  
3. Mrs S.V. D'souza, Sr.AOCC, 4. Shri G.B. Sakhare, ChEngr.

On behalf of the Respondent No. 2 & 3 (Landlord & new occupier) : 1. Shri Devendra Doctor, 2. Shri Kumar G. Shah,  
3. Shri. Dhimant Shah, 4. Shri Sushil j. Shah

Date of Hearing : 14/12/2012

Date of Order : 10/01/2013

**Judgment by Shri. R.U. Ingule, Chairman**

Mr. Zubin Harbin Jhaveri, B/8, Tusharpark, Juhu Lane, Andheri (W), Mumbai - 400 058 has come before the Forum for objection regarding giving new electric meter under A/c no. 381-273-021\*0 to a third person (encroacher / trespasser) for the premises (commercial tariff) setting aside the original residential consumers' reconnection rights after repair of suit building premises by the MHADA.

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

- 1.0 The complainant has approached to IGR Cell on 03/09/2012 for objection regarding giving new electric meter under A/c no. 381-273-021\*0 to a third person as mentioned above. The complainant has approached to CGRF in schedule 'A' dtd. 06/11/2012 (received by CGRF on 07/11/2012) as no remedy is provided by the Distribution Licensee regarding his grievance. The complainant has requested the Forum to not to keep surviving the electric connection granted by the BEST authority and it should be revoked with immediate effect in the light of facts given by him.

**Respondent No. 1 BEST Undertaking in its written statement  
in brief submitted as under :**

- 2.0 As per our records Account No. 381-273-021 was existing in the name of Shri D.H. Jhaveri for 2<sup>nd</sup> flr. 64/66, Mirza Street, Mumbai-400 003, meter was removed on 24.04.2002 and not in the name of Shri Zubin H. Jhaveri as stated by him. We have already replied to the Consumers Complaint in "C" form dated 30.8.2012 vide our letter dt. 15.10.2012 in which we have denied the allegations regarding violation of rules. Supply to Smt. Seema Jain bearing Account No. 381-275-002 was sanctioned on the basis of NOC from Landlord Shri Anant Girdharlal Shah and Agreement for sale of premises with Landlord as per indicative list of documents to be accompanied with application for supply of energy, incorporated in Annexure 'A' of Terms & Conditions of supply and schedule of charges approved by MERC. The details of the meters given on 2<sup>nd</sup> flr. in the name of Smt. Seema Ajit Jain and Shri Indra Meghraj Jain are as given below.
- 3.0 For Room no. 201 , 2<sup>nd</sup> floor, requisition no 73031 dt.1.2.12 was received for "Commercial tariff" in the name of Smt. Seema A. Jain. The "Agreement of Sale" registered between owners and purchaser duly registered with government authority was enclosed as occupancy proof. Also NOC from landlord to give meter for applied premises was attached and the applicant was in the possession of the premises. Accordingly meter No. M 094993 was installed under account no. 381-275-002 as per section 43(1) of Electricity Act, 2003, (i) MERC/Supply code/Terms & Conditions of Supply/2163 dt.3.11.2006 & (ii) MERC /Supply code/case 26 of 2006/2211 dt.9.11.2006.
- 4.0 For Room no. 202 , 2<sup>nd</sup> floor, requisition no. 73036 dated 1.2.12 was received for "Commercial tariff" in the name of Shri. Indra Meghraj Jain. The "Agreement of Sale" registered between owners and purchaser duly registered with government authority was enclosed as occupancy proof. Also NOC from landlord to give meter for applied premises was attached and the applicant was in the possession of the premises. Accordingly the meter No. L 096852 was installed under account no. 381-275-007 as per above act and regulations.
- 5.0 It is to be noted that under Section 43(i) of the Electricity Act 2003 , a distribution licensee has been under an obligation to provide supply of electricity to the premises on an application submitted by the owner or occupier of such premises within one month after receipt of the application requiring such supply.
- 6.0 In the above mentioned cases, the applicant has fulfilled all the requirements as per MERC rules and regulations and our terms and Conditions of Supply and Schedule of Charges.

- 7.0 Regarding the complaint pertaining to violation of rules and regulations, Supply Code given to third person and MHADA rules, we have to state that we deny the complaint as the applicant to whom we have sanctioned the meter is physical occupier of the premises and is in possession of the same. He has submitted the Sale deed duly registered with govt. authority. As regards MHADA rules, the Undertaking is not bound by MHADA rules. The undertaking is bound to give electric supply to the applicant as per MERC regulations and our terms and Conditions of Supply and on paying charges as per Schedule of Charges. Hence there is no substance in the complaint. As per the documents submitted by the applicants regarding the purpose of supply, i.e. residential or commercial, the meters are sanctioned accordingly as per the prevailing rules and regulations in force.
- 8.0 Regarding the point of rent receipt, electric connection and water connection which are still in the name of U.K.Jhaveri, we have to state that the job of BEST undertaking is only to give electric supply to the applicant who registers the requisition as per the prescribed standard format under Section 43(i) of Electricity Act,2003 and who fulfils our requirements as per MERC Regulations and our terms and Conditions of Supply and Schedule of Charges. Regarding the repairs of building and giving possession to the tenants in the said repaired building is related to the matter between the landlord and the occupier. BEST is not at all concerned about giving right of ownership of the premises. In this case Smt. Seema Ajit Jain and Shri Indra Meghraj Jain have registered requisitions for Commercial Tariff and submitted Agreement of sale duly registered with government authorities.
- 9.0 Regarding the different Court Cases mentioned in complaint letter, we have to state that on production of order for removal of sanctioned meter in the name of applicant, BEST would abide by the order of the Competent Authority. On receipt of such an order from the Competent Authority the Undertaking would immediately arrange to remove the meter.
- 10.0 Regarding the allegation that foul game is played by the landlord in collusion with the BEST authority, we have to state that these allegations made against the Undertaking is incorrect and totally baseless as the meters are sanctioned as per the rules and regulations in force.
- 11.0 In the above (2) cases, the Undertaking being a licensee is bound to give electric supply to the owner/occupier of the said premises as per section 43(1) of Electricity Act 2003. Hence, the Undertaking has not violated rules and regulations of our Supply code by giving meter to the owner or occupier of the applied premises. This grievance is related to internal family dispute for property hence BEST is not at all involved in their internal matters.

**Respondent No. 2 Landlords S/Shri Kirtikumar G.Shah, Kumar G. Shah and Anant G. Shah in their written statement submitted in brief as under :**

- 12.0 We have to state that the documents relied by Shri Zubin H. Jhaveri are the Xerox and self created documents by manipulating the original documents and documents obtained under RTI Act. The same are not readable and they are not concerned with these documents. Thereby they have asked the complainant to produce strict proof for the documents annexed by the complainant and further requested BEST to verify the original documents of the complainant.

- 13.0 We further state that they have legally sold out the premises to Smt. Seema Ajit Jain and the said documents were registered with Sub-Registrar Mumbai by duly paying the stamp duty. On production of the said documents BEST has granted the meter as per rules and regulations in the name of purchaser.
- 14.0 We further state that the said Shri. Zubin H. Jhaveri have no legal right to directly approach this Forum without passing the order from competent authority and without any right over the property, since civil and criminal litigations are pending and not a single order is passed in favour of the complainant till date.
- 15.0 We state further that three persons Shri Harbin N. Jhaveri, Smt. Sonal H. Jhaveri and Shri Zubin H. Jhaveri with collusion of each other file false and frivolous complaints against us with various authorities after failing in obtaining order from the court, in order to grab money from us. We have paid Rs. 5 lacs to get the settlement Consent Term dtd. 16/10/2010 signed by Shri Harbin Jhaveri against the RAD suit no. 26 of 2010.
- 16.0 We further submit that above three persons with collusion of each other filed false and fabricated complaint by manipulating documents against us without any right over the property and till date no any relief is granted in her favour by any of the Court. We reserve the right to file detailed reply after we get legible copy and after verifying original documents which were annexed by the complainant submitted to the Forum.
- 17.0 Looking into the facts and circumstances mentioned above the complaint filed by Shri. Zubin H. Jhaveri is not maintainable and bad in law and false and fabricated hence same may be rejected with the cost since he has no any legal right over the suit property and electric meter which was legally connected by BEST is as per rules and regulations.

**Respondent No. 3 new occupier Smt. Seema Ajit Jain in whose name new meter was connected has submitted in brief as under :**

- 18.0 We state that the documents submitted by the complainant, Shri Zubin H. Jhaveri are not legible and on several places date, year are manipulated and not in readable form. The documents submitted by the complainant are between himself and the landlord hence we are no way concern. The said premises on 2<sup>nd</sup> floor in the building known as Chintamani Arcade, Mirza Street, Mumbai - 400 003 was legally purchased by me from the landlord. Accordingly, we have entered into a Sale Agreement which was registered with the office of Sub-Registrar Mumbai by duly paying of the stamp duty.
- 19.0 We further state that the electric meter was connected in my name by BEST 'C' ward after producing registered Sale Agreement as per rules and regulations and Shri Zubin H. Jhaveri has no right to directly approach to this Forum without passing order from competent authority. We are no party in any legal and criminal litigations pending.
- 20.0 I hereby request the Forum to dismiss with the cost the complaint filed by Shri Zubin H. Jhaveri which is false and fabricated one.

**REASONS :**

- 21.0 We have heard for complainant his father Shri Harbin Jhaveri along with his mother Smt. Sonal Jhaveri, for Respondent No. 1 BEST Undertaking Shri P. Subhash, DECC(C), Shri M.G. Patil, Dy.ECC(C), Mrs S.V. D'souza, Sr. AOCC and Shri G.B. Sakhare, Ch. Engr. and for Respondent No.2 & 3 (Landlord & new occupier) Shri Devendra Doctor, Shri Kumar G. Shah

and Shri. Dhimant Shah, Shri Sushil J. Shah. Perused plethora of documentary evidence placed before this Forum.

- 22.0 At the outset this Forum observes no merit in the complaint preferred before us by the complainant. This Forum also finds that by placing on file an apt and clinching reply supported with documentary evidence, the Respondent No. 1 BEST Undertaking has given a complete quietus to the controversy raised in the instant complaint.
- 23.0 The complainant in brief has contended that his great grandmother Smt. Urmilaben K. Jhaveri was the original tenant in Room No. 6, 2<sup>nd</sup> floor since 1944, wherein an electric meter in dispute has been installed by the Respondent No. 1 BEST Undertaking in the name of the Respondent No. 3 Smt. Seema Jain. The said tenant Smt. Urmilaben K Jhaveri vide a will dtd. 10/01/1997 bequeathed upon the complainant all the tenant's rights of the said premises.
- 24.0 Despite tri-partite agreement, after carrying out the repairs in the premises by the authority of the MHADA, the Respondent No. 2 landlord Shri Shah Brothers in spite of handing over possession to the complainant passed on the same to the Respondent No. 3 Smt. Seema Jain. In collusion with the Respondent No. 1 BEST Undertaking a meter has been installed in the name of the Respondent No. 3 Smt. Seema Jain in violation of the law provisions and regulations.
- 25.0 The complainant further contends that, despite a dispute about *tenancy* has been pending before a Small Cause Court of Mumbai RAD Suit No. 409 and before the City Civil Court Mumbai CR no. 12-LC Suit No. 922 and before Metropolitan Magistrate Court of Mumbai CR No. 47, electric connection has been provided to the Respondent No. 3 Smt. Seema Jain. The Respondent No. 1 BEST Undertaking ought not to have provided a meter unless the court authorities decide the dispute. The complainant therefore prayed for maintaining *status-quo* till the court of law passes the orders or to transfer the meter in the name of original consumer as on 2009.
- 26.0 In contra the BEST Undertaking has contended that the Respondent No. 3 Smt. Seema Jain has submitted NOC from the landlord i.e. Respondent No. 2 Shri Shah Brothers along with a copy of *Agreement for Sale* duly registered with the authority and was in *possession* of the premises under consideration. The Respondent No. 1 BEST Undertaking therefore as envisaged u/s 43(1) of the Electricity Act, 2003 has been under statutory obligation to provide an electric connection to the applicant who has been either *owner* or the *occupier* of the premises, that too within a period of one month.
- 27.0 In support of its contention, the Respondent No. 1 BEST Undertaking has placed on file a copy of registered *Agreement for Sale* at pg. 151/C. This Forum observes that admittedly the Respondent No. 2 Shri Shah Brothers were the owner of the entire premises at 60/62, Mirza Street, Mumbai - 400 003 wherein alleged complainant was staying along with his great grandmother Late Smt. Urmilaben K Jhaveri. A bare perusal of this *Agreement for Sale* dtd. 19/07/2011 manifests that the premises under consideration has been sold to the Respondent No. 3 Smt. Seema Jain along with the possession and all the rights thereto.
- 28.0 This Forum therefore finds that as contended by the Respondent No. 1 BEST Undertaking, the Respondent No. 3 Smt. Seema Jain has been an *owner* and *occupier* of the premises under consideration. Therefore as envisaged u/s 43(1) of the Electricity Act, 2003, the Respondent No. 1 BEST Undertaking has rightly provided the electric connection to the Respondent No. 3 Smt. Seema Jain.

- 29.0 For the complainant his mother Smt. Sonal Jhaveri has made much hue and cry about violation of provision of law and regulations at the hands of the Respondent No. 1 BEST Undertaking in providing electric connection to the Respondent No. 3 Smt. Seema Jain. However, pertinent to note that no any particular provision of law or regulation has been brought to the notice of this Forum. In this connexion this Forum observes that in regard to *change of name* under Regulation 10 elaborate provisions have been provided under MERC (Electric Supply Code & other Conditions of Supply) Regulation, 2005.
- 30.0 Therein under regulation 10.3(i) the application for *change of name* should be accompanied by a *Consent Letter* of the *transferor* for transfer of connection in the name of *transferee*. The complainant has urged before this Forum that no such Consent Letter of the *transferor* has been obtained by the Respondent No. 1 BEST Undertaking for transferring the meter in the name of the Respondent No. 3 Smt. Seema Jain.
- 31.0 This Forum in this regard however finds that the complainant has been claiming a *tenancy right* by virtue of the alleged *will* made by the original tenant Late Smt. Urmilaben K Jhaveri. Admittedly there has been a dispute pending about the tenancy right and illegal occupation of the premises and alleged forging and fabricating the documents pertinent to it, before the various courts of law. Explicitly therefore this Forum observes that the status of the *transferor* envisaged under regulation 10.3(i) has been thus *subjudice*. Pertinent to note at this juncture that the complainant has also prayed to wait for the orders of the courts of law before giving an electric connection in the premises under consideration. Besides it, it is also pertinent to note that the *transferor* Smt. U. K. Jhavri as submitted by the complainant, has been expired.
- 32.0 This Forum further observes that the provisions provided u/s 43(1) of Electricity Act, 2003, puts a mandate on the Respondent No. 1 BEST Undertaking for supplying electric connection to the applicant who has been either *owner* or *occupier* of the premises. At the cost of repetition this Forum observes that the Respondent No. 3 Smt. Seema Jain has provided cogent evidence in regard to her *ownership* and *occupancy* of premises under consideration. The regulations referred to above have been framed by the delegate authority envisaged u/s 50 of Electricity Act, 2003. Explicitly therefore this regulations are required to be run in tandem with the main provisions provided under the act. In nutshell the regulations should supplement and not supplant the statutory provisions provided under the Electricity Act, 2003. To conclude on this aspect, regulation like the one under consideration needs to be read and interpreted in the light of main provision provided u/s 43(1) of the Electricity Act, 2003.
- 33.0 In the aforesaid observation and discussion this Forum observes that the Respondent No. 1 BEST Undertaking has rightly supplied electric connection to Respondent No. 3 and submitted before this Forum that it would be abide by the orders passed by the courts of law and would also immediately remove the electric connection given to the Respondent No. 3 Smt. Seema Jain if there is an order of court of law thereto. Thus this Forum finds the instant complaint liable to be dismissed. Accordingly we do so.

#### ORDER

1. The complaint no. S-C-173-2012 stand dismissed.
2. Copies be given to both the parties.

(Shri S M Mohite)  
Member

(Shri M P Thakkar)  
Member

(Shri R U Ingule)  
Chairman