

(A Govt. of Maharashtra Undertaking)

CIN : U40109MH2005SGC153645

PHONE NO. : 25664314/25664316

FAX NO. 26470953

Email: [cgrfbhandupz@mahadiscom.in](mailto:cgrfbhandupz@mahadiscom.in)

Website: [www.mahadiscom.in](http://www.mahadiscom.in)

Consumer Grievance Redressal Forum

“Vidyut Bhavan”, Gr. Floor,

L.B.S.Marg,Bhandup (W),

Mumbai – 400078.

---

REF.NO. Member Secretary/CGRF/MSEDCL/BNDUZ/

Date

Case No.103/2016

Hearing Dt.23/12/2016

**In the matter of cancellation of electricity connection and set aside the change name made by MSEDCL in favor of Mr. Dharmanath enterprises**

Mr. Kisanchand Nakhawa

- Applicant

Vs.

M.S.E.D.C.Ltd., Kolshet, Sub Division

- Respondent

**Present during the hearing**

A - On behalf of CGRF, Bhandup

- 1) Shri. Anil P. Bhavthankar, Chairperson, CGRF, Bhandup.
- 2) Shri.Ravindra Shivaji Avhad, Member Secretary, CGRF, Bhandup.
- 3) Dr. Smt. Sabnis, Member, CGRF, Bhandup.

**B - On behalf of Appellant**

- 1) Shri. Mahendra Sowankar

- Consumer

**C - On behalf of Respondent**

- 1) Shri. Vijay Sonawale, Addl. Executive Engineer, Kolshet *sub division*

1. Above named consumer filed this complaint against the respondent utility alleging that the premises to which new connection was provided to the new consumer M/s. Dharmanath Enterprises was own and possess by this consumer earlier. He came to know about the change of name enter in the name of new occupier made in his name he approach to the authority of

respondent and filed application raising objection for change of name stating that MSEDCL provided new electricity connection by changing the name to the new occupant in the name of M/s. Dharmanath Enterprises and Developers. Consumer gave the detail of consumer numbers and connection situated in the premises and also claims for compensation.

2. According to old consumer Mr. Kishanchand Nakhawa he enters into agreement with new consumer which is duly register before registration authority. Consumer submitted that new consumer is not owner of the premises and document enter in his favor are to be enforce only after new construction is created. However the new consumer M/s. Dharmanath Enterprises made application for change of name through agent and executed document along with change of name form and schedule to the respondent utility. At the time of issuing the new connection respondent utility not followed proper procedure and also without obtaining no objection from the previous owner the new connection is installed. Consumer alleged that the new consumer is not owner and agreements entered in his favor include developer agreement terms and condition. The consumer also made allegation of illegality and malpractice followed by respondent utility while effective change of name in new occupant even old deposit not return to the owner. Many representation made by old consumer not considered the respondent utility.
3. Consumer prays that without obtaining no objection the earlier meter the stand in the name of tenant was malafide transfer in the name of M/s. Dharmanath Enterprises and Developers builders wrongly. Consumer pray for cancellation of change of name and disconnected the supply which was unauthorized obtained by occupant .Consumer also pray that change of name on the meter to against the regulation of 2006 2(b) therefore this complaint should be allowed and necessary direction is issued to the respondent utility for effecting cancellation of the change of name.

4. Earlier consumer approach to the IGRC Cell by filing application in Schedule 'X' on 15.03.2016. IGRC heard consumer and representative on 15.03.2016 and on 28.09.2016. IGRC gave the decision against the consumer stating that complaint filed by Kishanchandji Nakhawa cannot be considered and he is not bonafied consumer. IGRC also said that the nature of dispute raised by the consumer is not related to him and finally IGRC cell dismiss the said complaint.
5. Being aggrieved by the said judgment of IGRC present consumer filed complaint to this Forum in Schedule 'A' on dated 17.10.2016. After filing the said complaint notice was issued to respondent utility on 19.10.2016. After service of notice respondent utility appears and filed reply stating that present complainant already enter in developer's agreement in the name of M/s. Dharmanath Enterprises and also enter the agreement of gift surrendering tenancy separate agreement was registered on 01.07.2009. In view of the said agreement the present complainant Shri. Nakhawa surrenders all his right of the said property copy of both the agreement filed along with reply. Respondent utility submitted that M/s. Dharmanath Enterprises applied for change as per the provision of Electrify supply code 2005 for 5 consumers who were existing tenant of the premises. Respondent utility gave the consumer number in details also further submitted that after verifying the all legal document filed by new consumer M/s. Dharmanath Enterprises and as per guidelines issued by MSEDCL authority time to time change of name of those consumers was take effect of in the month of May 2014 and July 2014. Respondent utility submitted that this complainant Mr.Kisanchand Nakhawa is not bonafied consumer he has no cause of action or any bonafied dispute his further grievance filed before this Forum deserve to be dismiss with cost. Respondent utility also submitted that the present consumer also filed Civil suit waving regular suit RCS 531/2014 to MSEDCL and made party as defended No.4

which is pending before competent court and therefore consumer dispute cannot be entertain as per regulation. Hence the consumer complaints liable to be dismiss.

6. The consumer and the respondent utility also filed all necessary document old and new electricity bill application filed by new consumer for change of name in prescribe profarma 'A1' application form consumer filed old relevant document agreement registered power of attorney and surrender deed.

I have perused all the documents which are relevant considered the dispute before this Forum. After perusing rival contention of consumer this complainant and respondent utility following point arose from our consideration to which I gave my finding for the reason

- a. Whether consumer complaint is tenable in view of the provision of definition of consumer.
- b. Whether the forum can entertain the dispute which is already pending before competent Court.
- c. Whether consumer is entitled for any relief.

### **Reasoning**

7. Considering the nature of dispute it appears to me that the present complainant after knowledge of effect of change of name approach to the Respondent utility office and raised objection. There is document old bill submitted by complainant earlier bill was issued by the Respondent utility in the name of present complainant it appears from the document filed 'A'1 Form the new occupant applied change of name in the name of M/s.Dharmanath Enterprises he filed 'A' 1 form and form 'U' and deposited prescribe fee .The application of change of name was submitted on

12.06.2014. It is contention of respondent utility present complainant enter in to a various agreement with new consumer and surrender all his right and handed over possession of the premises. The grievance made by the present complainant terms and condition enter into a agreement was violated and also try to interpret those agreement on the ground useful and raised the dispute .This Forum cannot enter into aspect of validity of agreement Specific performance of contract violation of terms and condition of if any as alleged by the complainant in this case. It is only to be verified that respondent utility while applying change of name of meter occupation in the premises was made with following due procedure or not. It appears form the document proper application in from No. 'A' and Form No. 'U and details of document, agreement ,affidavit, earlier light bill of 2007 and light bill stands in the name of old tenements filed along with the set of document. New consumer also enter into a undertaking of new consumer on 25.02.2014 and undertake indemnity filed in respect of change of name and transfer of deposit all necessary document acquired by the respondent utility as per rules and regulation. The effect of change of name according to respondent utility was effected in May 2014 and July 2014. It means cause of action arose to the present complainant in the May 2014 and July 2014 and within the period of 2 years no proper complaint is made by this complainant before authority. Obviously, this Forum cannot entertain the dispute of any nature which is beyond period 2 years and therefore this dispute raise is if the provisions of limitation for 2 years prescribe under the regulation.

8. Secondly, as per definition of consumer the present occupant effected change of name in the month of May and July 2014 since then the present complainant freeze to be consumer and therefore he is outside the definition of consumer as provided under the Act. Therefore this

complainant has no locus standee to approach to the Forum and raise any dispute

9. It also appeared from the merit when 'x' consumer enter into legal and valid document if any violation of terms and condition effected. The present complainant already filed appropriate litigation in a court of law bearing RCS 531/2014 which is pending before competent court and therefore in view of the provision this Forum shall not enter into in any dispute of such nature if it is pending in other Court on this ground also the present complaint filed by consumer is not tenable. I have considered all the possibility of relief claim by the consumer to my view the electricity connection is lawfully issued by respondent utility after following due process of law. The relief claims such as nature of cancellation of connection and effect of change of name without any bonafied dispute or specific order pass by competent Court. To my view such relief cannot be granted in favor of complainant. I accept the contention of respondent utility and hold that this complainant M/s Kisanchand Nakhawa has no locus standee within the definition of consumer nor his complaint and cause of action is subject matter of this Forum to grant any relief. As the dispute is time barred beyond the period of two years and the nature of dispute about validity and violation of terms and condition of agreement of contract already pending before civil Court in RCS No.531/2014 hence the dispute is cannot be entertain by this Forum. On the above said ground and reason I am not inclined to grant any relief in favor of consumer. Hence consumer complaint liable to be dismiss with cost. Hence are proceed to pass following order.

## **ORDER**

Consumer complaint No.103/2016 is stands dismiss with cost.

Both the parties should be informed accordingly.

Proceeding close.

The compliance should be reported within 45 days.

The order is issued under the seal of Consumer Grievance Redressal Forum M.S.E.D.C. Ltd., Bhandup Urban Zone, Bhandup.

Note:

1) If Consumer is not satisfied with the decision, he may file representation within 60 days from the date of receipt of this order to the Electricity Ombudsman in attached "Form B".

Address of the Ombudsman  
The Electricity Ombudsman,  
Maharashtra Electricity Regulatory Commission,  
606, Keshav Building,  
Bandra - Kurla Complex, Bandra (E),  
Mumbai - 400 051

2) If utility is not satisfied with order, it may file representation before the Hon. High Court within 60 days from receipt of the order.

**I Agree/Disagree**

**I Agree/Disagree**

**DR. ARCHANA SABNIS  
MEMBER  
CGRF, BHANDUP**

**ANIL P. BHAVTHANKAR  
CHAIRPERSON  
CGRF, BHANDUP**

**RAVINDRA S. AVHAD  
MEMBER SECRETARY  
CGRF, BHANDUP**

