



**CONSUMER GRIEVANCE REDRESSAL FORUM
M.S.E.D.C.L., PUNE ZONE, PUNE**

Case No.39/2015

Date of Grievance : 08.10.2015

Date of Order : 06.02.2016

In the matter of change of name.

Mr.Mahadeo Vithal Jagdale,
Bldg.,No.4, Champartna Sahakari
Griha Rachana Sansatha Maryadit,
3rd floor,83/2 B, Wanwadi, Pune-40.

Complainant
(Herein after referred to as Consumer)

Versus

The Executive Engineer,
M.S.E.D.C.L.,
Rastapeth Division,
Pune.

Respondent
(Herein after referred to as Licensee)

Quorum

**Member Secretary
Member**

**Mr. D.H.Agrawal
Mr. S.S.Pathak**

Appearance

For Consumer

Mr. Mahadeo Vithal Jagdale

For Respondent

**Mr.G.T.Ekade, Ex.Engr.
Rastapeth Division.
Mrs.Nilima Chavan,
Asstt.Engr.Rastapeth Dn.**

- 1) The Consumer has filed present Grievance application under regulation no. 6.4 of the MERC (CGRF & E.O.) Regulations 2006.
- 2) Being aggrieved and dissatisfied by the order dated 03.12.2015 passed by IGRC Rastapeth Urban Circle, Pune, for rejecting grievance in respect of

change of name, the consumer above named prefers this grievance application on the following amongst other grounds.

- 3) The papers containing the above grievance were sent by the Forum to the Executive Engineer, M.S.E.D.C.L., Rastapeth Dn., Pune vide letter no. EE/CGRF/PZ/Notice/39 of 2015/355 dtd. 08.12.2015. Accordingly the Distribution Licensee i.e. MSEDCL filed its reply on 30.12.2015.
- 4) We heard both sides at length, gone through the contentions of the consumer and reply of the respondent and the documents placed on record by the parties. On its basis following factual aspects were disclosed.
 - i) Original owner of the said property bearing flat no.8 (New flat No.13) area 418 sq.ft.in Champaratna (No.1) Sahakari Griha Rachana Sanstha Maryadit situated at S.No.83/2B, at village Wanawadi, Pune is Sou.Usharani Pralhad Bhise.
 - ii) Sou.Usharani Pralhad Bhise sold the said flat to Smt.Karatari Jinawal vide registered agreement dated 27.03.2003 vide no. 2802/2003 executed in the office of subregistrar Haveli No.11 for consideration of Rs.3,10,000/-.
 - iii) Smt.Kartari Jinawal mortgaged the said flat to Urban Co-Op.Bank, Branch Wanawadi, for housing loan of Rs.2,00,000/- vide registered mortgaged deed no.8346/2004.
 - iv) Smt.Jinawal had leased out, the said flat to the original owner Smt.Bhise under leave and license basis.
 - v) Smt.Jinawal repaid the loan of Pune Urban Co-Op.Bank and accordingly reconveyance vide no.314/2015 dated 8.01.2015.
 - vi) Smt.Jinawal made application in prescribed form to MSEDCL for change of name in her favour in respect of consumer no.17003002736 and accordingly the MSEDCL made change of name in respect of above consumer number in her favour.

- vii) Thereafter Smt.Kartari Jinawal sold the said flat to Mahadeo Vithal Jagdale for consideration of Rs.4,00,000/- vide registered deed of transfer bearing no.4302/2015 executed in the office of Subregistrar of Haveli No.6 dated 11.5.2015.
- viii) Present consumer Mr.Mahadev Vithal Jagdale made application in prescribed form to MSEDCL for change of name in his favour in respect of above mentioned consumer number. Accordingly the MSEDCL changed the name in respect of aforesaid connection from Smt.Jinawal to Mr.Mahadev Vithal Jagdale from June-2015 and issued bills in the name of present consumer.
- ix) The previous owner Smt.Bhise raised objection on 14.8.2015 before MSEDCL that the share certificate of the said flat is still in her name and that she had not given any no objection for the above mentioned changed.
- x) Thereafter the MSEDCL again change the name in respect of said connection from Mahadev Jagdale to Smt.Bhise.
- xi) The present consumer Mr.Jagdale, made grievance before IGRC, Rastapeth about the above mentioned change of name of said connection vide application dated 30.11.2015.
- xii) The IGRC Rastapeth rejected the grievance of the consumer under impugned order dated 3.12.2015.

5. We heard the consumer and Officers of the Licensee. Admittedly, the original owner of the disputed flat was of Smt.Usharani Pralad Bhise. She sold the said flat to Smt.Kartari Ramchandra Jinawal under registered deed vide No.2802/2003 for consideration of Rs. 3,10,000/- executed before Sub-registrar Haveli- 11 dated 27.03.2003. Thereafter Smt.Kartari Jinawal leased out he said flat again to the original owner. Under the leave & license agreement. However the alleged Leave & License agreement has not produce on record by the parties. Therefore we do not understand the period of the said leave & license agreement.

Thereafter Smt Kartari Jinawal to sold the said flat to Mahadev Vithal Jagdale under registered deed of transfer vide No.4302/2015 dated 11.5.2015 executed before sub registrar Haveli -6. Thereafter the represent consumer namely Mahadev Vithal Jagdale made application in prescribed form to MSEDCL for change of name from Smt.Kartari Jinawal to him on 5.6.2015. The MSEDCL after going through the papers effected the change of name in favour of present consumer from the month of June-2015. Thereafter previous owner Smt.Kartari Jinawal raised objection before MSEDCL on 14.08.2015 stating that the said change was illegal and that she did not give any consent for change of name and that share certificate of said flat is standing in her name. Thereafter the MSEDCL i.e. sub/division- St. Mary reverted the change of name of the said connection from Shri.Mahadev Vithal Jagdale to Smt.Usharani P.Bhise in the month of Oct.2015.

6. IGRC, Rastapeth, while rejecting the grievance application of the consumer relied upon the notice dated 14.8.2015 sent by the previous owner Smt. Usharani Pralhad Bhise & the letter issued by the Chairman, CGRF, Chamaparatna, Co-Op.Hsg. Ltd. dated 27.7.2015 wherein it is mentioned that Smt.Bhise is holder & possession of said flat from 1997 till this date.

7. The consumer has produced following documents alongwith grievance application (Sch.-A)- copies of - impugned ordered passed by IGRC, dated 3.12.2015, letter issued by additional Ex. Engineer, dated 9.10.2015 to the consumer, electricity bills from May-2015 to Aug.2015, registered agreement vide no.2802/2003 and Index-II, possession receipt issued by Smt. Jinawal to the consumer, Index-II of registered released deed vide no.8346/2015, certificate issued by Pune Urban Co-Op. Bank Ltd. about repayment of loan, share certificate issued by Champartna Co-Op-Hsg., no objection certificate issued by Champartna Co-Op.Hsg.Ltd., Corporation tax receipt, Index-II of registered deed of transfer vide 4302/2015.

7. Copy of share certificate issued by Champratna Co-Op-Hsg.Socy. discloses that the said flat was transferred from the name of Mrs.Ushadevi P.Bhise to Smt.Kartari Ramchandra Jinwal on 26.10.2004. It means Smt.Bhise, the previous owner has long back transferred the said flat in the name of Smt.Kartari Jinwal & necessary changes were effected in the name of Smt.Jinwal. Therefore there is no substance in the allegation of Smt.Bhise that the share certificate of said flat is still standing in her name.

8. In this context it is necessary to reproduce regulation no.2.2.2 of MERC conditions of supply for MSEDCL:

The MSEDCL shall neither be responsible nor liable to ascertain the legality or adequacy of any of such certificate/permissions, which might have been submitted by the applicant/consumer alongwith the Application. Further it shall not verify the competency of the Authorities who so ever might issued such certificate/permissions and shall believe such certificates/permissions to be sufficient & valid, unless proved to be contrary.

9. Therefore previously change in name in respect of said connection was validly done by MSEDCL i.e. in the name of present consumer as per the documents and rules. However, subsequently MSEDCL as well as IGRC, relying upon the notice sent by Smt.Bhise dated 14.8.2015 and copy of the letter issued by Chairman of said Society dated 27.7.2015 reverted change of name in favour of Smt.Bhise, which we do not find as per Rules and legal. Hence impugned order dated 3.12.2015 needs to be set aside. The grievance of the consumer is liable to be allowed.

10. Lastly we pass following order :

ORDER

1. Grievance of the consumer stands allowed.
2. Impugned order dated 3.12.2015 passed by IGRC, Rastapeth is hereby set aside.
3. The Licensee to change consumer no. bearing no. 17003002736 in the name of Mahadev Vithal Jagdale.
4. The licensee to report compliance to this forum within one month from the date of this order.

Delivered on: - 06.02.2016

Sd/-
D.H.Agrawal
Member/Secretary
CGRF:PZ:PUNE

Sd/-
S.S.Pathak
Member
CGRF:PZ:PUNE

Note :- The consumer if not satisfied may filed representation against this order before the Hon.'ble Ombudsman within 60 days from the date of this order at the following address.

Office of the Ombudsman,
Maharashtra Electricity Regulatory Commission,
606/608, Keshav Bldg.,
Bandra Kurla Complex,
Bandra (E), Mumbai-51.