

(A Govt. of Maharashtra Undertaking)

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Consumer Grievance Redressal Forum

“Vidyut Bhavan”, Gr. Floor,

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

Mumbai – 400078.

REF.NO. Member Secretary/CGRF/MSEDCL/BNDUZ/120/560

Date:01.03.2017

Case No.120/2016

Hearing Dt. 23/01/2017

**In the matter of restoration of supply**

**M/s. Carnival Films Entertainment Pvt. Ltd.,  
(Formerly known as HDIL Entertainment Pvt Ltd )**

- Applicant

**Vs.**

**M.S.E.D.C.Ltd., Bhandup Sub Division**

- Respondent

**Present during the hearing**

A - On behalf of CGRF, Bhandup

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

**B - On behalf of Appellant**

- 1) Shri.Prashant Patil - Consumer/Consumer representative

**C - On behalf of Respondent**

- 1) Shri. H.B. Wahane,Superintending Engineer,MSEDCL , Thane circle
- 2) Shri. Namade Executive Engineer, Thane circle
- 3) Shri. Jadhav Legel advisor ,MSEDCL, Thane circle

**Formally known as HDIL Entertainment Pvt. Ltd., Consumer No. 0000 60316597  
situated at HDIL Dream Mall.SL- 609KW and CL-609 and Sanction demand 320KVA  
tariff category 71LT II C meter No. 099-02140065**

Above named consumer occupying the said premises which is previously known as HDIL Entertainment Pvt. Ltd., Multiplex at Dream Mall. The present consumer executed lease agreement with HDIL Dream Mall for the period

01.07.2014 to 30.06.2019. The said agreement executed by HDIL in favor of lease occupied premises by M/s. Carnival Films Entertainment Pvt. Ltd. Thereafter the said M/s. Carnival Film Entertainment executed share purchase agreement. M/s.HDIL Entertainment Pvt. Ltd., and taken over all the business under the share purchase agreement executed and duly registered. Since the date of occupation the present consumer is paying regularly all current bills in the name of M/s. HDIL Entertainment Pvt. Ltd., for the consumption used for his premises (detail of payment of bill is attached by the consumer.) Thereafter respondent utility issued notice to M/s. HDIL Entertainment Pvt. Ltd., of their intention to disconnect the supply connected to premises situated there in under the name M/s.HDIL Entertainment Pvt. Ltd., at Dreams Mall Multiplex, food court and Restaurant. Respondent utility also referred notice dated 11.08.2016 along with franchisee agreement executed by M/s. HDIL Entertainment Pvt. Ltd., MSEDCL on 20.10.2014 also referred Commercial Circular No. 219, a letter CE Commercial Circular AC 19021 dated 6.07.2013. It is informed by respondent utility to M/s. HDIL Entertainment Pvt. Ltd., that amount of Rs. 1,17,78,810/- is outstanding on connection HT consumer No.000069042300 which stands in the name of M/s. HDIL Entertainment Pvt. Ltd., Dream Mall, Near Bhandup Railway Station, Bhandup West -400078. The supply was disconnected on 01.07.2016 due to arrears. Respondent utility mentioned that in spite of frequent follow ups and repeated reminders the outstanding arrears are not cleared till today. As special notice issued vide letter SE/TUC/TS/4944 dated 16.07.2016 MSEDCL intended to transfer the arrears from PD connection to live connection which is occupied by the present consumer. Respondent utility thereafter transferred the outstanding arrears of Rs. 1,17,78,810/- against the live connection situated at premises against the consumer 000060316597 and 000060316589 and directed to deposit the said amount within 15 days and threatened to disconnect the said supply, if arrears with interest within stipulated time is not paid. Respondent utility also

informed M/s. HDIL Entertainment Pvt. Ltd., that the supply will not be provided to the premises without recovery of arrears and if anybody found in the premises using illegal and unauthorized supply, strict criminal action will be taken as per provision E.A. 2003 and even after disconnection, appropriate legal action would be taken by competent authority for recovery of arrears with interest. After service of the said notice, present occupant M/s. Carnival Films Entertainment Pvt. Ltd., issued letter to Superintending Engineer, Thane and requested not to disconnect the supply as for they are regularly paying the bills for the premises occupied by them. The present occupant M/s. Carnival Films Entertainment Pvt. Ltd. also informed. The Superintending Engineer that due to disconnection of supply both their and goodwill are affected, and they are also suffering from monetary loss. Present occupant informed the respondent utility that this company is only occupying the licensee's premises operating at multiplex at premises HDIL Dream Mall and alleged that the notice is bad in law and requested not to take action against this present occupant. The occupant also informed that without prejudice their right to legal remedy no legal action taken against them. Thereafter, the present occupant claimed that they are separate entity, who occupied the premises of the M/s. HDIL Dream Mall., and they are duly and diligently paying the regular bills and their supply should not be disconnected.

At earlier stage the occupant filed representation in Schedule 'X' before IGRC. After the IGRC received the said grievance of consumer, IGRC registered the case No. 7015 and on 06.12.2016 IGRC pronounced the order against the present occupant on the ground that M/s. HDIL Entertainment Pvt. Ltd., is Distribution franchisee of MSDECL executed DF agreement on 05.09.2013 which was renewed on 29.10.2014 and after execution of that renewal agreement, power supply within the premises was granted to the premises M/s. HDIL Entertainment Pvt. Ltd., and there are huge arrears found at the

premises of therefore , on 03.09.2016 the franchisee agreement was terminated. IGRC mentioned in the order that due to huge outstanding arrears the disconnection notice under section 56 of I.E.A.2003 was issued against M/s. HDIL Entertainment Pvt. Ltd., IGRC informed that M/s. Carnival Films Entertainment Pvt. Ltd filed this present grievance for distribution of power supply against the consumer No. 000060316597 which was issued in the name M/s. HDIL Entertainment Pvt. Ltd., and M/s. Carnival Films Entertainment Pvt. Ltd is not consumer of MSEDCL. There is no contract agreement executed between M/s. Carnival Films Entertainment Pvt. Ltd and MSEDCL nor did M/s. Carnival Films Entertainment Pvt. Ltd apply for change of name to M/s. Carnival Films Entertainment Pvt. Ltd. They submitted share purchase agreement, before IGRC between M/s. Carnival and M/s. HDIL. Under the said agreement business of M/s HDIL was taken over by M/s. Carnival Films Entertainment Pvt. Ltd. IGRC opined that since M/s. Carnival Films Entertainment Pvt. Ltd has taken over the business of M/s. HDIL Entertainment Pvt. Ltd., it is duty of M/s. Carnival Films Entertainment Pvt. Ltd to pay the outstanding due in name of M/s. HDIL Entertainment Pvt. Ltd., and with mere change in the name of the business they cannot escape from liability of outstanding electric dues. As M/s. Carnival Film has taken over the assets and liabilities of M/s. HDIL Entertainment Pvt. Ltd., M/s. Carnival Film liable to pay the electric dues in the name of M/s. HDIL Entertainment Pvt. Ltd., IGRC relied upon decisions of Civil Appeal 5461/2005 decided on 2.09.2005 and *M/s. Amit Products Vs MSEDCL* order dated 06.07.2013 decision of ombudsman in Case No. 52/2012, 78/2008 and 85/2008 case No. 34/2013 under section 56(1) I.E.A. IGRC opining that as per the mention order and due to legal provision the arrears can be transferred form one connection to another connection if the name of connection and consumer are same. The outstanding arrears against HT consumer 000069042300 stands in the name of M/s. HDIL Entertainment Pvt. Ltd., as per provision of section 56(1),

MSEDCL can disconnect any electric supply line of defaulter, as the connection is obtained by the same consumer M/s. HDIL Entertainment Pvt. Ltd., at the same premises within the dream mall, Bhandup. The disconnection notice is issued under 56 I.E.A. 2003. IGRC directed to pay the total outstanding amount Rs 1,50,94,666/- and without recovery of legitimate arrears restoration of power supply is not possible. IGRC opining that since M/s. Carnival Films Entertainment Pvt. Ltd is not consumer of MSEDCL and they have not submitted any authority letter from M/s. HDIL Entertainment Pvt. Ltd., to file this grievance. Due to above said reason and the outstanding arrears, paid their grievance was rejected and directed to deposit all the arrears.

After receiving the copy of the said decision the present occupant filed grievance in Schedule 'A' on 04.01.2017 and raised the dispute that action taken by MSEDCL for disconnection of the supply was illegal and improper. The outstanding arrears are illegally transferred to the premises occupied by this consumer. The present occupant also requested to restore the electricity supply to his premises treating that he is consumer of MSEDCL as per the definition under I.E.A. 2003 and challenged action taken by MSEDCL for transferring the arrears.

After filing the said grievance the notice was issued to the respondent utility directing to submit parawise remark. The present occupant filed all the necessary document of lease agreement, share purchase agreement schedule of payment of regular bill issued by respondent utility for the premises, circular dated 06.07.2013 letter issued by Superintending Engineer dated 05.01.2017, the copy of authority letter issued to the representative M/s. Carnival Films Entertainment Pvt. Ltd .Respondent utility appeared and filed reply this is as under M/s. HDIL Entertainment Pvt. Ltd. was Distribution Franchisee (MOU

Route) of MSEDCL and the DF agreement was executed on 05.09.2013 between MSEDCL and said Distribution Franchisee. The said DF agreement is renewed on 29.10.2014.

As per said DF agreement, mini- franchisee is granted to M/s. HDIL Entertainment Pvt. Ltd. to provide the power supply within its premises named HDIL – Dreams Mall.

As per the application of M/s. HDIL Entertainment Pvt. Ltd., following three connections (1 HT + 2 LT) are provided to M/s. HDIL on dtd. 07.04.2015 in its DF premises.

HT consumer no. 000069042300 for Common Utility purpose.

LT consumer no. 000060316597 for Multiplex purpose.

LT consumer no. 000060316589 for Restaurant purpose.

The above mentioned three connections are in the name of M/s. HDIL Entertainment Pvt. Ltd.

Due to huge arrears of Rs. 1, 17,78,810/- against M/s. HDIL Entertainment Pvt. Ltd. the supply of HT consumer no. 000069042300 was disconnected on 01.07.2016 after issuing notice u/s. 56. However, the consumer has not paid the dues.

Thereafter, for disconnection of LT supply, disconnection notice u/s. 56 was issued to consumer vide letter no. SE/TUC/TS/4992 dtd. 11.08.2016 for payment of outstanding dues and after issuing disconnection notice, consumer was frequently reminded to pay the dues. However, consumer did not pay the dues.

After completion of notice period, the LT supply of M/s. HDIL Entertainment Pvt. Ltd. bearing consumer no. 000060316589 and 000060316597 were disconnected on 19.09.2016 due to huge outstanding arrears.

The DF agreement terminated on 03.09.2016.

M/s. Carnival Films Entertainment Pvt. Ltd. filed the grievance before IGRC on 27.09.2016 for restoration of LT power supply of consumer no. 000060316597.

After receipt of application from M/s. Carnival Films Entertainment Pvt. Ltd, we have verified the documents in detail and found the certificate of incorporation pursuant to change of name from Dy. Registrar of Companies, Mumbai dtd. 11/11/2014, the copy of incorporation certificate is attached herewith.

As per said certificate, the name of the company has been changed from M/s. HDIL Entertainment Pvt. Ltd to M/s. Carnival Films Entertainment Pvt. Ltd w.e.f. 11/11/2014.

Even after change of name in Government Records, the applicant has not applied for change of name to MSEDCL. Till today, the electricity connections are on the name of M/s. HDIL Entertainment Pvt. Ltd.

M/s. HDIL Entertainment Pvt. Ltd and M/s. Carnival Films Entertainment Pvt. Ltd is one and the same company. It is duty of applicant to pay the entire arrears. M/s. HDIL Entertainment Pvt. Ltd and M/s. Carnival Films Entertainment Pvt. Ltd are not different companies. The applicant cannot escape from the liability by mere change of name in Govt. records.

M/s. Carnival Films submitted the share purchase agreement before IGRC. The said agreement is between M/s. Carnival and M/s. HDIL. As per said agreement the business of HDIL Entertainment Pvt. Ltd. is taken over by M/s. Carnival Films Entertainment Pvt. Ltd. Since, M/s. Carnival Films has taken over the business of M/s. HDIL Entertainment; it is the duty of M/s. Carnival Films to pay the outstanding dues in the name of M/s. HDIL Entertainment. Mere change in the name of business, does not dissolve the liability of outstanding electricity dues. M/s. Carnival Films has taken over the assets and liabilities of M/s. HDIL Entertainment; hence M/s. Carnival Films is liable to pay the electricity dues in the name of M/s. HDIL Entertainment Pvt. Ltd.

The Hon'ble Supreme Court of India has decided in Civil Appeal no. 5461 of 2005 dtd. 02.09.2005 M/s. Amit products V/S MSEB that mere change in share holding pattern of any company does not affect outstanding electricity dues. The copy of order attached herewith.

The H.O.Circular no. P.com / A/c / 19021 dtd. 06.07.2013, orders of Hon'ble Ombudsman (M) in case no. 62 of 2012, case no. 78 of 2008, case no. 85 of 2008, case no. 34 of 2013 and proviso of section 56 (1) of E. A. 2003 are attached herewith.

As per above mentioned orders and legal provisions the arrears can be transferred from one connection to another connection.

The outstanding arrears are against HT consumer no. 000069042300 of M/s. HDIL Entertainment Pvt. Ltd. and as per the provisions of section 56 (1), MSEDCL can disconnect any electric supply line of defaulter consumer.



The HT & LT connections are obtained by same consumer M/s. HDIL and for same premises within the Dreams Mall, Bhandup. The disconnection notices also issued as per section of 56 of E.A. 2003. As per sec 56(1) of E.A.2003, the licensee can disconnect **any electric supply line** for recovery of outstanding dues, the copy of the same is attached herewith.

At present, the total outstanding arrears towards M/s. HDIL Entertainment Pvt. Ltd. alias M/s. Carnival Films Entertainment Pvt. Ltd are Rs. 1,52,93,602/- and without recovery of above legitimate arrears, the restoration of power supply of consumer no. 000060316597 is not possible. The copy of final bill dtd.26/12/16 issued to consumer is attached herewith.

The undersigned, Nodal Officer has attended the hearing and objected to the presence and arguments of Advocate on behalf of consumer. However, the Forum allowed the presence of Advocate on behalf of consumer, in the interest of justice.

As per Reg. no. 6.15 of MERC( CGRF) Regulations, the Advocate cannot appear before Forum for hearings. The Regulation is as below:-

*"A consumer, Distribution Licensee or any other person who is a party to any proceedings before the Forum may either appear in person or authorize any person other than an Advocate (within the meaning of the Advocates Act, 1961) to present his case before the Forum and to do all or any of the acts for the purpose".*

The interim relief in any case can be granted prior to the disconnection, in present case the consumer has applied for interim after considerable time, the supply is disconnected on dtd.19.09.2016, the application for interim relief is not maintainable as per Reg. no.8.3 of MERC( CGRF) Regulations.

**Reg.no. 8.3:-** Notwithstanding the provisions of Regulation 8.2, the Forum may pass such interim orders, at any stage during the disposal of the Grievance, on the request of the consumer as the Forum considers appropriate pending the final decision on the Grievance.

*Provided that* the Forum shall have the powers to pass such interim order in any proceeding, hearing or matter before it, as it may consider appropriate if the consumer satisfies the Forum ***that prima facie the Distribution Licensee has threatened or is likely to remove or disconnect the electricity connection***, and has or is likely to contravene any of the provisions of the Act or any rules and regulations made there under or any order of the Commission, *provided that*, the Forum has jurisdiction on such matters.

*Provided further that*, except where it appears that the object of passing the interim order would be defeated by delay, no such interim order shall be passed unless the opposite party has been given an opportunity of being heard.

The applicant quoted the definition of Consumer as per Consumer Protection ACT-1986, the said is applicable to District Forum and State Commission established under Consumer Protection Act. The said Act is not applicable to CGRF established under Electricity Act.

The definition as per C.P.Act is as below:-

**"Consumer"** means any person who—

buys any goods for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment when such use is made with the approval of such person, but does not include a person who obtains such goods for resale

or for any commercial purpose; or hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who 'hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person **but does not include a person who avails of such services for any commercial purposes;**

*Explanation.*— For the purposes of this clause, “commercial purpose” does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment;

**Even as per the definition under C.P.Act-1986, the applicant does not come under the definition of Consumer because the applicant is using the supply for “Commercial Purpose”.**

The order of Hon’ble National Commission in case no.4225 of 2011 dtd.10/10/2014, which is self explanatory, is attached herewith for reference.

The order of Hon’ble High Court Order in case no.5053 of 2004 dtd.24/02/2009, which is attached herewith, in said case the Court decided that the petitioner shall pay the entire arrears of erstwhile owner.

The DF agreement was executed with M/s. HDIL Entertainment Pvt. Ltd and the outstanding arrears are against the M/s. HDIL Entertainment Pvt. Ltd. The name of M/s. HDIL Entertainment Pvt. Ltd is only changed as M/s. Carnival Films Entertainment Pvt. Ltd, however, the company is same legal entity and liable to pay the outstanding dues of MSEDCL.

The Hon'ble Supreme Court of India has decided in Civil Appeal no. 5461 of 2005 dtd. 02.09.2005 M/s. Amit products V/S MSEB that mere change in share holding pattern of any company does not affect outstanding electricity dues. The copy of order attached herewith. In said case, the Hon'ble Supreme Court decided that by changing the share holding pattern or by changing the name, the very same company wanted the electricity connection without making any payment towards the electricity charges, the appellant company is not eligible for power supply in said case.

In present case also, the 99.99% shares are transferred from M/S HDIL Entertainment pvt ltd to M/S Carnival Films Entertainment Pvt Ltd.

M/S Carnival Films Entertainment Pvt Ltd. has purchased the entire business of M/S HDIL Entertainment pvt ltd. The outstanding electricity dues are business liability of HDIL Entertainment pvt ltd. Now, it is business liability of M/S Carnival Films Entertainment Pvt Ltd. The Carnival Films cannot escape from the business liability by falsely representing that M/S Carnival is different from M/S HDIL Entertainment.

The Registrar of Companies after due process of law and after transfer of 99.99% shares and after extensive procedure changed the name from M/S HDIL Entertainment pvt ltd to M/S Carnival Films Entertainment Pvt Ltd on dtd. 11/11/2014.

The appellant company M/S Carnival Films Entertainment Pvt Ltd is none other than the M/S HDIL Entertainment pvt ltd. The both companies are one and the same. The appellant company is same legal entity and falsely showing that it is separate legal entity to avoid the MSEDCL dues. The appellant

company misrepresenting the true facts and misleading to Hon'ble Forum by false documents.

The Leave and License Agreement is executed on dtd. 11/07/2014 and thereafter the name is changed from M/S HDIL Entertainment pvt ltd to M/S Carnival Films Entertainment Pvt Ltd on dtd. 11/11/2014 by Registrar of Companies after execution of complete Business Transfer Agreements and Share Purchase Agreements.

The company take over and change of name is done at later stage than the date of leave and license agreement. The Leave and License is nothing to do with present case. The appellant company is making false statements to avoid to pay the electricity dues.

After change of name in Govt. records and complete transfer of business, the appellant company purposely not applied for change of name in MSEDCL records. Now, the appellant trying to show that he is mere occupier and not concerned with M/S HDIL Entertainment Pvt Ltd on the basis of Leave and License Agreement. However, the legal position is crystal clear that the appellant company M/S Carnival Films Entertainment Pvt Ltd is none other than the M/S HDIL Entertainment pvt ltd.

**Stare Deices:-**

The doctrine of stare deices is a Latin phrase which means "to stand by decided cases , it is a general maxim, which states that when a point of law has been decided, it takes the form of a precedent which is to be followed subsequently and shall not be departed from.

As per article 141 of the constitution, the judgments pronounced by Supreme Court have the force of law and are binding on all courts in India. In similar lines, the High Court is highest court for the State and the courts / quasi judicial authorities/ forums within the jurisdiction of High court are bound to follow the judgments of High Court as the High Court has the power of Superintendence over them under Article-227 of the constitution.

The Hon'ble Supreme Court in *East India commercial co. Ltd. V/s Collector of customs* (AIR – 1962 SC 1893) observes, "we therefore hold that the law declared by the highest court in the state is binding on the authorities or tribunals under its Superintendence and they cannot ignore it". The Apex Court reiterated the aforesaid position once again in *Baradkanta Mishra V/s Bhimsen Dixit* – AIR – 1972 – SC- 2466.

The Judgment of Hon'ble Supreme Court of India has decided in Civil Appeal no. 5461 of 2005 dtd. 02.09.2005 *M/s. Amit products V/S MSEB* is squarely applicable in present case and having binding force of law. In said case, the appellant company is sister concern, However, in present the appellant company is one and the same company and liable to pay the dues.

The H.O. Circular no. P.com / A/c / 19021 dtd. 06.07.2013, orders of Hon'ble Ombudsman (M) in case no. 62 of 2012, case no. 78 of 2008, case no. 85 of 2008, case no. 34 of 2013 , case no. 50 of 2012 and proviso of section 56 (1) of E. A. 2003 are attached herewith.

The Hon'ble Ombudsman in case no.78 of 2008, page no.10 quoted the Judgments of State Commission and High Court, the relevant para is as below;-

**"Where any consumer having more than one service connection, defaults in payment of dues relating to any one of the service connections, the Board may cause other service connections in the name of the consumer to be disconnected till all the arrears due for all the service connections are paid, notwithstanding the fact that the service connections are covered by separate agreements".**

As per above mentioned orders and legal provisions the arrears can be transferred from one connection to another connection.

The outstanding arrears are against HT consumer no. 000069042300 of M/s. HDIL Entertainment Pvt. Ltd. and as per the provisions of section 56 (1), MSEDCL can disconnect any electric supply line of defaulter consumer.

The HT & LT connections are obtained by same consumer M/s. HDIL Entertainment Pvt. Ltd. and for same premises within the Dreams Mall, Bhandup. The disconnection notices also issued as per section of 56 of E.A. 2003. As per sec 56(1) of E.A.2003, the licensee can disconnect **any electric supply line** for recovery of outstanding dues, the said provision is as below:-

***Section 56. ( Disconnection of supply in default of payment): -- (1)***  
*Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut **or disconnect any electric supply line** or other works being the property of such licensee or the generating company through which electricity may have been supplied,*

*transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer.*

At present, the total outstanding arrears towards M/s. HDIL Entertainment Pvt. Ltd. alias M/s. Carnival Films Entertainment Pvt. Ltd are Rs. 1,52,93,602/- and without recovery of above legitimate arrears, the restoration of power supply of consumer no. 000060316597 is not possible. The copy of final bill dtd.26/12/16 issued to consumer is attached herewith.

The copy of Lr.no.215 dtd.19/01/17 issued by CE Bhandup is attached herewith, which is self explanatory, it is directed by CE Bhandup to recover the dues from applicant

Respondent utility also filed copy of franchise agreement legal notice given to the occupant 11.08.2016 and filed para wise reply on 17.01.2016. Respondent utility filed letter final assessment bill Rs.1, 52, 93,602/- and relied the referred judgment before IGRC and place before this Forum.

After perusing rival contention following point arose for our consideration to which I have recorded my finding to the point's further reason given below. Whether M/s. Carnival Films Entertainment Pvt. Ltd is consumer within the definition of electricity act.

Whether respondent utility entitled to recover revise recovery outstanding bill Rs. 1, 52, 00, 000/- outstanding arrears stands in name of M/s HDIL Entertainment Pvt Ltd premises or on default connection.



Whether respondent utility transfer in due on the live connection stands in the name of M/s. HDIL Entertainment Pvt. Ltd., legal and proper.

Whether consumer is entitled for any relief?

What order?

### **Reasoning**

I have given opportunity to consumer and Representative Superintending Engineer, and Executive Engineer appeared through legal advisor Shri.Jadhav, consumer and his representative Shri. Patil appear and filed due authentication at the time of hearing. It is pertaining to note that legal advisor Shri. Jadhav did not filed any authorization to appear before the Forum and submit his grievance .As per regulation who can represent respondent unity before the Forum the practice and procedure laid down Nodal Officer and Executive Engineer should appear and represent the case. Shri. Jadhav strongly raised objection against appearance Shri. Patil stating that he is advocate by profession and his appearance should not be allowed. At the later stage Shri. Patil submitted authorization that he is being employees of M/s. Carnival Films Entertainment Pvt. Ltd and staff and he was duly authorized by the company to appear and represent the case and therefore objection raised by Mr. Jadhav subsequently is not tenable. There is no contravention of adversely affect abuse on the procedure before this Forum .In the fair interest of justice, I gave opportunity to the legal advisor Shri. Jadhav ( through he did not file any authority) and Superintending Engineer and Executive Engineer who was also present at the time of hearing and matter was heard by all three Member of Forum on 2 or 3 consequent date of hearing

coming to the merit and reason of answering the issue to the point No.1 the objection raised by respondent utility that M/s. Carnival Films

Entertainment Pvt. Ltd is not consumer and they cannot appears as MSEDCL not enter any agreement with the present occupant. It is surprising to note that respondent utility receiving all electricity bill against use of power supply connected to the premises occupied by M/s. Carnival Films Entertainment Pvt. Ltd for sufficient long time. It is necessary for me the status of M/s. HDIL Entertainment Pvt. Ltd., as per document filed before this Forum. Respondent utility allow M/s. HDIL Entertainment Pvt. Ltd., by virtue of franchise agreement as executed by M/s. HDIL Entertainment Pvt. Ltd., in the year 2013. The infrastructure in the premises under the franchises agreement received the connection of three premises namely Dream Mall, Multiplex and foods court which is the premises under franchise agreement. The said infrastructure provided as mention by respondent utility the HT connection for common utility purpose provided at premises consumer no. 000069042300 for Common Utility purpose.LT consumer no. 000060316597 for Multiplex purpose.LT consumer no. 000060316589 for Restaurant purpose. Since execution of franchises agreement 59/2013. According to respondent utility the said premises is covered under franchise agreement and different occupant provide and using the power supply independently from the point of supply received to franchise structure. The dispute arose on common utility purpose supply the consumer was outstanding arrears for the considerable long time to Jan 2016 to September 2016 huge arrears claim Rs. 1,17,78,810/- so far as action taken against M/s. HDIL Entertainment Pvt. Ltd., against this consumer use for common utility purpose. I do not wish to justify or any comment on legality of action as the dispute cannot be entertainment no question raised whether the dues of legal in proper or otherwise.

Coming to the dispute the action of transferring the dues taken by respondent utility by issuing legal notice under Section 56(2) dtd.11.08.2016 the notice issued by Superintending Engineer, TUC indicate that the liability of

outstanding due stands in the name of M/s. HDIL Entertainment Pvt. Ltd., Rs.1,17,78,810/- transfer to the live connection use for multiplex and food court. It is therefore necessary for me to consider the action of transferring the said arrears whether proper procedure was followed or not. It appears that even if considered for the sake of argument under franchises agreement when it was enforcing no legal action was taken for recovery procedure as per franchises agreement. It is necessary for me to mention that the renewal of agreement has mention in IGRC order dated 29.10.2014 the quarry was made by the Forum it was valid for 1 year. IGRC mentioned in the judgment the date termination of agreement is 03.09.2016. It is surprising to note that when the duration of agreement DF which is alleged to be renewed on 29.10.2014 seems to be period exhausts on 29.10.2015 and question of terminating DF agreement on 03.09.2016 the action appears to be not correct for simple reason the agreement was not in existence. Thirdly the provision which was strongly said by respondent utility and justified under section 56(1) which read as under ... **Section 56. ( Disconnection of supply in default of payment):** -- (1) *Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut **or disconnect any electric supply line** or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer.*

The respondent utility empowered and legally transfer the arrears which is not paid to live supply stands in the name of consumer and submitted that the supply stands in the name of M/s. HDIL Entertainment Pvt. Ltd., the outstanding arrears transferred to the multiplex premises which is occupied by M/s. Carnival Films Entertainment Pvt Ltd who filed representation before IGRC and also before the Forum. I come to conclusion that the establishment entered into premises with lawful agreement, occupied the premises, used the power supply through independent meter and consumer number, the bill regularly issued by respondent utility and further more the bill regularly received by occupant M/s. Carnival Films Entertainment, how is it possible that M/s. Carnival Films Entertainment Pvt Ltd is not consumer if the definition of consumer expanded scope of definition of consumer person who legally occupied the premises and using the power supply and paying regular consumption bill to the respondent utility he become deem lawful consumer. Therefore objection raised by respondent utility is illegal and cannot be stands in eye of law.

As to point No. 2 it appears from the action taken by respondent utility as mention in legal notice which is already reply by M/s. Carnival Films Entertainment Pvt Ltd through arrears cannot be recovered from M/s. Carnival Films Entertainment as the outstanding arrears is not this premises . It is further necessary to mention that even no proper procedure against the M/s. Carnival Films Entertainment Pvt Ltd occupied premises is taken by respondent utility MSEDCL of attaching the security deposit and other fund and intended to shift and transferred the arrears on the premises occupied by M/s. Carnival Films Entertainment Pvt Ltd. To my view without following the proper procedure by action of MSEDCL cannot be said to be legal and valid. It appeared to me that merely on the electricity bill which stands in the name M/s. HDIL Entertainment Pvt. Ltd., the benefit of transferring the arrears the

action was taken without verifying legality and liability and violation of circular and direction of guideline as mentioning in the circular. It appears that the recovery processes was not properly followed and therefore for the purpose of legal transfer of arrears outstanding the legal provision provided under the statute is permissible only in the circumstances that same consumer occupying the premises using the consumption and paying the bill regularly and the said connection is live in such circumstances the action could be justified. But in the present case M/s. HDIL Entertainment Pvt. Ltd., authority not occupying the premises nor the supply is use by them and therefore the action of disconnection of the supply of the premises which occupied consumer regularly paying the bill to the tune of Rs. 6,00,000/- onwards per month. The action of taken by disconnection cannot be justified.

The respondent utility representative strongly try to justified the action on the ground of various decision relied by them those decision are under section 56(2) the arrears and due transfer to the premises stands in the name of consumer. In the given case if the premises is illegally transfer without following due procedure to prevent loss to the MSEDCL and reason of intentionally nonpayment of dues. I found in this case when the action of transferring the premises to M/s. Carnival Films Entertainment Pvt Ltd and date of execution of lease deed and deed of transferring the share and business absolutely at that time there was no arrears or no due. Therefore the action of transferring the business and share and execution of lease agreement M/s. Carnival Films Entertainment Pvt Ltd cannot said to be illegal. Therefore the benefit of transferring the recovery outstanding of other premises taking advantage of provision without accessing the legality and liability properly the action of utility cannot be said to be legally just and proper with due respect to the findings given in judgment of various authority. To my view attempt made by MSEDCL to transfer outstanding due to against the said consumer cannot to

be said to be a good action no due can be recovered from M/s. Carnival Films Entertainment Pvt Ltd unless the due arise out of same premises used by the M/s. Carnival Films Entertainment under lease agreement area and therefore I am not inclined to justified the action taken by respondent utility guideline issued in the circular 30.07.2013 clause No. 6 &7 of the said guideline was not verified and followed by utility properly. The provision of section 56 of I.E.A. though empower utility to transfer the arrears the identity and legality should be check properly and therefore disconnection supply to the premises is held illegally and improper. At this stage I found there are huge arrears against M/s. HDIL Entertainment Pvt. Ltd., not recovered the respondent utility authority is at liberty to take suitable legal action against M/s. HDIL Entertainment Pvt. Ltd., by following due process of law in appropriate proceedings .

Objection taken by Member Secretary and member on point reason given as below

I Ravindra S . Avhad , Member secretary as member of Forum differ in opinion on judgment in some point with following reason given below

M/s. HDIL Entertainment Pvt. Ltd. was Distribution Franchisee (MOU Route) of MSEDCL and the DF agreement was executed on dtd. 05.09.2013 between MSEDCL and said Distribution Franchisee. The said DF agreement is renewed on dtd. 29.10.2014. As per said DF agreement, mini- franchisee is granted to M/s. HDIL Entertainment Pvt. Ltd. to provide the power supply within its premises named HDIL – Dreams Mall. Also vide letter dated 02/08/2014 M/s HDIL Entertainment Pvt Ltd requested to the Superintending Engineer of respondent Utility for implementation of DF under MOU Route at M/s HDIL Entertainment Pvt Ltd Dream mall Bhandup , Mumbai -78 and inform the details 762 no's and additional 69 no's individual shop and submitting for HT Connection 1) common utility load CL- 1800KW CD- 950 KVA 2) Broadway CL

375 KW CD-250KVA 3) HDIL IIInd Floor CL-450KW And CD-375 KVA . So On request respondent Utility provide supply as in the Name of M/s HDIL Entertainment Pvt Ltd in same premises which is cover under DF agreement between M/s HDIL Entertainment Pvt Ltd and MSEDCL. The details as below:-

Following three connections (1 HT + 2 LT) are provided in the name of M/s. HDIL Entertainment Pvt Ltd on dtd. 07.04.2015 in its DF premises.

HT consumer no. 000069042300 for Common Utility purpose.

LT consumer no. 000060316597 for Multiplex purpose.

LT consumer no. 000060316589 for Restaurant purpose.

The Leave and License Agreement is executed on dtd. 11/07/2014 and thereafter the name is changed from M/S HDIL Entertainment pvt Ltd to M/S Carnival Films Entertainment Pvt Ltd on dtd. 11/11/2014 by registrar of Companies after execution of complete Business Transfer Agreements and Share Purchase Agreements.

The word "consumer" is defined under Section 2(15) of the Electricity Act, 2003 and the definition of the word "consumer" reads as under:

**"2. Definitions.-** In this Act,

*" consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and **includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.**"* In view of the aforesaid definition, the consumer includes the occupier of the premises as well as the owner of the premises. In present case, it includes both, M/s HDIL Entertainment Pvt Ltd (Owner) and M/s Carnival Entertainment Pvt Ltd(the occupier). It is also the duty of the consumer to make payment of the electricity dues

I differ with opinion of members on point number '2' with reasoning as below

M/S Carnival Film Pvt Ltd submitted that we are not the consumer having HT consumer no. 000069042300 in the name of HDIL Entertainment Pvt Ltd used for Common Utility purpose. We are using the power supply for Multiplex Purpose from another consumer no LT consumer no. 000060316597 which in the name of M/s. HDIL Entertainment Pvt. Ltd. We come in possession through Leave and License Agreement which executed on dtd. 11/07/2014 and our company is an independent entity and paying electricity bills regularly and diligently and has nothing to do with the bill outstanding on HT consumer no. 000069042300. I agree and satisfied with submission of documents and arguments from representative of respondent utility that the name of the company has been changed from M/s. HDIL Entertainment Pvt. Ltd to M/s. Carnival Films Entertainment Pvt. Ltd w.e.f. 11/11/2014 also it is surprising to me that M/s Carnival Entertainment Pvt Ltd even after change of name in Government Records, not applied for change of name to MSEDCL or informed to MSEDCL that M/s Carnival Entertainment Pvt Ltd came in occupation through legal and valid documents . Till today, the electricity connections are on the name of M/s. HDIL Entertainment Pvt. Ltd. After perusing share purchase agreement between M/s. Carnival and M/s. HDIL it observe that the business of HDIL Entertainment Pvt. Ltd. is taken over by M/s. Carnival Films Entertainment Pvt. Ltd.

The Respondent utility also submitted and quote the Judgment of Hon'ble Supreme Court of India has decided in Civil Appeal no. 5461 of 2005 dtd. 02.09.2005 *M/s. Amit products V/S MSEB* that mere change in share holding pattern of any company do not affect outstanding electricity dues. In said case, the Hon'ble Supreme Court decided that by changing the share holding pattern or by changing the name, the very same company wanted the electricity



connection without making any payment towards the electricity charges, the appellant company is not eligible for power supply in said case

I also want to point out that the respondents-Electricity Company is wholly owned, managed and controlled by the State Government and, therefore, it is an instrumentality of the State Government. In fact, it is one of the departments of the State Government, but, only for the administrative convenience, it has been separated as Electricity Company. The dues of the respondents are public dues, If the arguments of the M/s Carnival Pvt Ltd is accepted, then every where some claver lessor will lease out the property to lessee taking benefit of its without will come into picture, who consume sizable electricity for running business, will not pay the electricity dues and will run away as a defaulter. Thereafter, the claver lessor will lease out the very same property to a second lessee, who will also consume sizable electricity, will not pay the huge electricity consumed charges and will run away as a defaulter, as a second lessee and again the lessor will give on lease the very same property to a third lessee and similar will be the modus operandi for the third lessee also. He will also consume sizable electricity, will not pay the electricity consumed charges and will run away as a defaulter and again the forth lessee will enter into the very same premises. Thus, the electricity will be consumed continuously for the very same premises and one by one the defaulter will run away and a lot of public money will remain unpaid. This situation cannot be allowed where rule of law is prevailing.

Supply of electricity is sale of goods. Seller (supplier of electricity) can always stipulate as a condition of sale, that earlier dues for supply of electricity to the same premises must be cleared. Such condition of sale of electricity is not under challenge. It is duty of M/s HDIL Entertainment Pvt Ltd or M/s

Carnival Entertainment Pvt Ltd to pay the outstanding bill for the restoration of supply

In point number '3' I am not agree with decision of Chairman reason given by me as below

As per MSEDCL Circular no. P.com / A/c / 19021 dtd. 06.07.2013, orders of Hon'ble Ombudsman (M) in case no. 62 of 2012, case no. 78 of 2008, case no. 85 of 2008, case no. 34 of 2013 , case no. 50 of 2012 and proviso of section 56 (1) of E. A. 2003 which read as below.

**Section 56. ( Disconnection of supply in default of payment): -- (1)**  
*Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut **or disconnect any electric supply line** or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer*

Also as per The Hon'ble Ombudsman in case no.78 of 2008, page no.10 quoted the Judgments of State Commission and High Court, the relevant para which is as below is as below;-

**"Where any consumer having more than one service connection, defaults in payment of dues relating to any one of the service connections, the Board may cause other service connections in the name of the consumer to be disconnected till all the arrears due for all**

**the service connections are paid, notwithstanding the fact that the service connections are covered by separate agreements".**

In this case as per above mentioned orders and legal provisions the arrears can be transferred from one connection to another connection. The outstanding arrears are against HT consumer no. 000069042300 of M/s. HDIL Entertainment Pvt. Ltd. and as per the provisions of section 56 (1), MSEDCL can disconnect any electric supply line of defaulter consumer. The HT & LT connections are obtained by same consumer M/s. HDIL Entertainment Pvt. Ltd. and for same premises within the Dreams Mall, Bhandup. The disconnection notices also issued as per section of 56 of E.A. 2003. As per sec 56(1) of E.A.2003, the licensee can disconnect **any electric supply line** for recovery of outstanding dues, So as per above mention provision the outstanding dues on HT consumer no. 000069042300 which is in the name of M/s HDIL Entertainment Pvt Ltd used for Common Utility purpose can transfer the outstanding dues on the connection which is on same name also Security deposit in the name of M/s HDIL Entertainment Ltd in r/o connection number LT consumer no. 000060316597 for Multiplex purpose & LT consumer no. 000060316589 for Restaurant purpose with MSEDCL. Therefore relief of restoration of power supply for consumer number 000060316597 may be granted after payment of legitimate arrears of Rs 1,52,93,602/-by M/s. HDIL Entertainment Pvt. Ltd. alias M/s. Carnival Films Entertainment Pvt. Ltd .

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

I Dr.Archna Sabnis , Member of Forum differ in opinion on judgment in some point with following reason given by me as below

**For the sake of brevity, I restrain from repeating the facts of the complaint.**

### **Facts to be considered in my opinion are**

1. M/s. Carnival has taken over 99.9% shares of M/s. HDIL Entertainment. M/s. HDIL Entertainment has transferred the business in the name of M/s Carnival Entertainment Pvt Ltd.
2. M/s. Carnival is using supply through the meter which stands in the name of M/s. HDIL Entertainment Pvt Ltd. Till date
3. M/s. Carnival has not taken any efforts to transfer the meter in its name.
4. M/s. Carnival has taken over business, including of all liabilities.
5. Utility has rightly transferred the dues on the live meter.
6. M/s. HDIL Entertainment Pvt. Ltd., issued letter on 20.08.2014 and requested respondent utility to adjust Rs. 1,38,000,00/- against the deposit and Bank guarantee of Rs.75,00,000/- and recover the dues. On the said letter action was not taken by respondent utility and no information is submitted to the Forum.
7. M/s. HDIL Entertainment Pvt. Ltd., had issued letter dtd. 20.08.2014 requesting respondent utility to adjust Rs.1, 38,000,00/- against the deposit and Bank guarantee of Rs.75,00,000/- and recover the dues. On the said letter no action was taken by respondent utility.

In my view, M/s. Carnival is liable to make payment of all arrears. Taking into consideration the fact that M/s. HDIL had written to utility to en cash the Bank guarantee and also to adjust the arrears against the deposit and Bank guarantee, utility should take steps to recover the arrears from security deposit and Bank guarantee and recover remaining arrears from M/s. Carnival Films.

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

After the final script of this judgment consumer Complaint No. 120/2016 is prepared. The script was sent to Member Secretary and Member of this Forum for signature. Secretary being technical person appears for MSEDCL department raised objection and disagree with view and gave his opinion for the reason recorded by him. Similarly, Member of this Forum appears for consumer also raised objection for the reasons recorded by me and disagree with view and gave her reasoning. Again this judgment was placed before me for final consideration. I have scanned all the documents, consumer complaint and reply of utility thoroughly. It is brought to the notice by Member Secretary that this consumer M/s. HDIL Entertainment Pvt. Ltd. ,has not paid huge amount of Rs. 1, 52,72,000-/- which is outstanding bill for power used against HT consumer connection for common utility purpose. The said premises are already transferred to present consumer M/s. Carnival Films Pvt. Ltd, by execution of agreement on 11/11/2014 and also transferred all shares and interest in the business in his name. Since the M/s. Carnival Films Pvt. Ltd, is occupying part under lease agreement valid till 2019. As the terms and conditions of lease agreement liability of payment of this bill is on M/s. Carnival Films Pvt. Ltd, they are the regularly paying the bill.

The respondent utility transferred the said outstanding arrears of HT consumer to LT consumer of entertainment section, premises occupied by M/s. Carnival Films Pvt. Ltd, saying that the said arrases should be recovered from them. The reason of transferring the arrears from HT consumer to LT consumer against M/s. Carnival Films Pvt. Ltd, is that the premises stands in the name of M/s. HDIL entertainment Pvt. Ltd. It appears form the documents that the action of transferring the business and share to M/s. Carnival and execution of lease agreement is much prior (about one year before) and at that time admittedly there were no dues or arrears.

The arrears created on the common use HT connection between Jan. 2015 to September 2016 and then for nonpayment of arrears the action was taken against the HT connection. Common premises stands in the name M/s. HDIL Entertainment Pvt. Ltd., the legal step for recovery of dues including security deposit action was already taken. The connection was initially temporarily disconnected and after six months, the connection was permanently disconnected. The utility required to take legal steps for recovery of remaining arrears but they have not informed the Forum about the action if at all action has been taken and before which authority for recovery of dues.

This consumer complaint filed by M/s. Carnival Films Pvt. Ltd, on the event of disconnection the premises, services for which he was paying regular bill as per terms and Condition of lease agreement and there was no due on this premises. The legal notice issued by respondent utility is only to M/s. HDIL Entertainment Pvt Ltd, informing him about the arrears due to transfer to live connection as per provision of Section 56 (2) of E.A. 2003 and the action of disconnection was taken.

It appears to me that this action further amounts total loss of revenue which was regularly recovered to the tune of Rs. 6 to 7 Lakh per month since last 8 to 9 months, till the date of disconnection, in addition to the revenue loss of unrecovered huge amount of Rs. 1,52,93,602/-. Therefore the record was again verified and accessed by me. I found M/s. HDIL Entertainment Pvt. Ltd., issued letter on 20.08.2014 and requested respondent utility to adjust Rs. 1,38,000,00/- against the security deposit and Bank guarantee of Rs.75,00,000/- and recover the dues. On the said letter action was not taken by respondent utility and no information is submitted to the Forum.

The action of transferring the dues as per provision of 56 (2) I.E.A. 2003 was taken by respondent utility only on the basis that the connection stands in the name of M/s. HDIL Entertainment Pvt. Ltd., and they are legally authorized to transfer the dues. To my view it is not only necessary the premises stands in the name of same consumer but it should be actually used of own himself and he is regularly paying the bill for premises occupies by him from his pocket. In this matter entire arrears stands in the name of M/s. HDIL Entertainment Pvt. Ltd., but action of disconnection is taken only against M/s. Carnival Films which has given rise to this dispute. Decision of IGRC is not supported in favor of consumer therefore he appears before this Forum. I have already expressed my opinion but both the Hon'ble Member disagree with the view only on the count huge arrears dues Rs. Rs. 1,52,93,602/- due for recovery against HDIL Entertainment Pvt Ltd. but I have to access the legal aspect of utility must be entitle to recovered legally due against M/s. Carnival Films Pvt. Ltd, admittedly the dues of not this premises and was of common utility premises HT connection.

It further appears that the action of utility taken assuming breach of Terms and Condition of franchise agreement which was executed by M/s. HDIL Entertainment Pvt. Ltd., on 29.10.2014 terminated on October 2015. But responsible Officer of utility issued legal notice to M/s. HDIL Entertainment Pvt. Ltd., and informed that the franchise agreement is terminated due to breach of Terms and Condition. I have already observed that 1 year period of franchise agreement was already terminated but subsequent action of notice informing termination of agreement on dated 17.09.2016. The letter signed by superintending Engineer Thane is under assumption that franchises agreement is deemed to be continued till the termination notice was given. This breach of Terms and Condition if violated by M/s. HDIL Entertainment Pvt. Ltd., as his original consumer notice was issued by me but M/s. HDIL

Entertainment Pvt. Ltd., neither appeared nor registered its claim before this Forum. The notice was issued vide letter no Member Secretary /CGRF/MSEDCL/BNDUZ/120476 date 20.01.2017

It means that the franchise Terms and Condition of agreement is dispute raised as whether legal and proper action was taken by utility or not and such dispute is raised. The procedure dispute as mentioned for amicable settlement under 19 of franchise agreement should be resolved by Director Operation and Director Finance, MSEDCL are authorized is breach of franchises agreement Terms and Condition directly or indirectly resulted in this complaint. I am inclined to refer this issue to appropriate authority under Clause 19 and they should be at liberty to take decision on merit till then it is not expected to have further revenue loss of to the respondent utility by action of disconcertion of supply of this premises used by M/s. Carnival Films. Therefore I am inclined to pass Interim order directing respondent utility to restore the supply of these premises till decision is taken by the authority of Director of Operation MSEDCL. Till then Interim order shall continue. The respondent utility is entitled to take appropriate and legal steps against M/s. HDIL Entertainment Pvt. Ltd., separately as per law. The final decision of this consumer complaint is subject to decision of amicable settlement hence issue referred. The recovery tried to make against M/s. Carnival Films Entertainment Pvt Ltd required to be withdrawn and the supply should be restored within 3 days from the date of receipt of this order after execution of proper documentation by M/s. Carnival Films Entertainment as per due procedure. I proceed to pass following order:

The Consumer complaint stands dispose of at this stage accordingly

### **ORDER**

1. Consumer complaint No.120/2016 is allowed.



2. The action taken of transferring due against the M/s. Carnival Films Entertainment Pvt. Ltd. is wrong and illegal. The respondent utility directed to restore the supply within 3 days further order directing respondent utility not to disconnect supply of these premises till decision is taken by the authority of Director of Operation MSEDCL. Till then Interim order shall continue
3. The consumer entitled to file separate proceedings to claim damages and compensation against appropriate authority as per law.
4. No order as to the cost.

Both the parties should be informed accordingly.

Proceedings closed.

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.

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

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

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