

A Govt. of Maharashtra Undertaking)
CIN : U40109MH2005SGC153645

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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/

Date

Case No. 86/2016

Hearing Dt. 13.10.2016

**In the matter of illegal disconnection of supply of premises occupied by Thane
Bharat Co-OP Bank**

M/s. Thane Bharat cooperative Bank Ltd

- Applicant

Vs.

M.S.E.D.C.L., Lokmanynagar, Sub Division.

- Respondent

Present during the hearing

A - On behalf of CGRF, Bhandup

- 1) Shri. Anil Bavthankar, Chairman, CGRF, Bhandup
- 2) Shri.Ravindra S. Avhad, Member Secretary, CGRF, Bhandup.
- 3) Dr. Smt. Sabnis, Member, CGRF, Bhandup.

B - On behalf of Applicant

- 1) Shri.Hemant Amre - Consumer Representative

C - On behalf of Respondent No. 1

- 1) Sri. Jitendra R. Prajapon Addl. Executive Engineer, Lokmanynagar Sub Division

**Consumer No.000011609741 billing unit- 4591 Sanction Load 19.5 KW
Connected Load - 19.5KW Category LT II commercial**

1. Occupant branch Manager filed the complaint against the respondent utility alleging that said premises is occupied under the agreement 05.10.2010 i.e. period of 5 years till 31.10.2014 .The said premises consists four gala own by Basantilal Sahlot, Seema Sahlot

and Mrs. Singdha Pandit who is owner of Gala no. 4. The said premises is occupies under execution of new agreement in 2010. Original consumer Mrs. Singdha Pandit filed application for extension of load along with copy of agreement A 1 form sale agreement and NOC issued by Society dated 05.05.2010 and said connection was released and used by occupant. According to occupant Thane Bharat Sahakari Co-Op Bank through Shri Hemant Ambre, Branch Manager informs that period of agreement dated 31.12.2014 it is informed by owner requirement of renewal of agreement. Accordingly the meeting was held on 03.03.2015 and on 26.06.2015 all shop owner to call by the Bank to execute revenue of agreement for further period of 5 year aggrieving the rate 82.50 rupees/ per square feet enhance 125/- per square feet and ready to execute renewal of agreement for further filing. Accordingly both the parties agreed on the term and condition and further agree to renewal the said agreement. They acted upon the consideration from security deposit 01.01.2015 for 165 per square feet to be deducted from security deposit and there was correspondence of letter and rate was agreed 125 per square feet rent for the period 01.01.2015 to 31.12.2015. After agreeing the said terms and condition original owner of Gala no.04 issued notice on 13.02.2016 informing to the bank that earlier agreement stands terminated. Whereas till April 2016 original occupant Bank deposited electricity charges against this consumer time to time in the office no objection was taken by owner Mrs. Singdha Pandit. Thereafter on 25.04.2016 it is found to the bank employee that electricity supply for the premises of Gala no. 4 was disconnected on enquiry made by the official of Bank. It is inform that on 25.04.2016 in the afternoon the supply was disconnected by the officer of respondent utility without notice &any information is given to the bank authority. In further inquiry the bank employee made and received the information that the said act is done at the instance of Gala owner Mrs. Singdha Pandit found using illegal disconnection of supply action taken by respondent utility due to which loss substance to the Bank for disconnection supply till 10.05.2016. The bank taken actions

for getting supply to the premises with the help of other two owner of Gala and new meter is installed. The grievance is made by the occupant bank that action taken by respondent utility at the instance of owner of gala Mrs. Singdha Pandit without any notice and information given is illegal and not in accordance with Law. Occupant Bank claim compensation and punishment for illegal disconnection give the action taken by respondent utility on dated 25.04.2015 and disconnected the supply without any certify reason. Bank further claim for monitory compensation of Rs. 1,18000/- giving description of the loss sustain due to failure of transaction on the reason of no supply to the premises form 25.04.2016 to 06.05.2016. Bank claim for reasonable and proper presentation initially to IGRC cell by filing application for Schedule 'X'.

2. After receiving application to IGRC cell registered Case no 30/2016 on 07.06.2016 opportunity of hearing is given to both the parties and on 14th July 2015 IGRC decided the said complaint against the consumer requesting restoration of supply unwarranted as the supply was disconnected on application field by original consumer Mrs. Singdha Pandit and acting on the said application the supply was disconnected . The IGRC cell dismiss the said complaint in view of the order pass against the consumer being dissatisfied the occupant Bank approach to the forum and filed complaint in Schedule 'A' and requested to grant compensation for amounting Rs. 1,18000-/ requested set aside the order pass by IGRC on 14.06.2016. Consumer relied on decision on CGRF Nashik in case of M/s. Dark India Ltd., Vs MSEDCL Nashik order dated 21.08.2013 attach and requested to pass appropriate relief .
3. The consumer filed copy of IGRC, judgment & correspondence letter 06.06.2016 given by Assistant Engineer Lokmanya Nagar section, MSEDCL, Thane. Copy of bill, after filing the said complaint notice was issued to respondent utility and after service of notice respondent utility appeared and filed reply. It is contention of respondent utility when

applicant Mrs. Hemant Ambre who is not consumer and cannot filed any complaint. Original Consumer no 000011609741 stands in the name of Mrs. Singdha Pandit as per the request application made by her on dated 20.04.2004. The meter is disconnected on her request on dated 25.04.2016. The respondent utility admitted that no information given by the original consumer Mrs. Singdha Pandit about any legal dispute raised by her with bank. As disconnection action taken on request of consumer no notice was given for disconnection to the occupant. It is inform by respondent utility that on application by co-owner Seema Sahlot and Yamini L. Sahalot and new connection application received form 30.04.2015 as CCFC, Thane. After completion of formalities connection was release on 07.06.2016. Respondent utility refuse of any reason for reconnection of payment liability of compensation and pray for dismissal of complaint with cost. Respondent utility filed necessary document along with the reply. I have perused all the document filed by consumer and respondent utility.

4. After perusing the contention and objection raised by the consumer and after hearing & the reply of utility following point arose to our consideration. To which I have recorded our finding to the point for the reason below.

1. Whether action of disconnection of supply the premises gala no 04 by MSEDCL authority is legal valid and proper.
2. Whether consumer is entitled for reconnection of supply.
3. Whether consumer is entitled for any compensation for disconnection of supply form 24.04.2015 to 05.05.2016.
4. What order?

Reasons

5. On perusal of the said grievance made by the consumer. It appears that the occupant M/s. Thane Bharat Sahakari Bank Ltd., Thane occupied the premises as per legal valid document earlier executed on dated 06.06.2006 .The period of agreement was terminated on 31.12.2014 by mentioning of said agreement though the said document is not filed on record.
6. The contention of consumer there was agreement with co owner own and this consumer Mrs. Singdha Pandit agreed to execute renewal of agreement from 01.01.2015 to 31.12.2019. The rate 125 per square feet rent was agreed. In spite of said agreement it appears owner of Gala No. 04 Mrs. Singdha Pandit was not agree the rate as mention in the renewal of agreement. She send notice to legal councils about termination of agreement. It means there was dispute between landlord and tenant over the fixation of standard rate. This fact was not informed to the official of MSEDCL.
7. The action taken by responsible officer of MSEDCL on dated 25.04.2016 without informing that occupant bank authority. The supply to Gala no. 4 was disconnected the obviously the reason inform by the respondent utility the action is taken in request application made by Mrs. Singdha Pandit on dated 20.04.2016. The question arose before this Forum whether respondent utility justified in taking action only on the application made by the owner of gala .The answer obviously when it is Knowledge of respondent utility the Bank is occupying the premises as there was sanction of extension of load with due feeling of Schedule 'A' along with no objection certificate issued by society on dated 05.05.2010 and extension of supply of 20KW was installed by respondent utility official. Since that day all the payment of electricity charges received by respondent utility though bank and there was no dispute. It means the contention of respondent utility they were not aware the dispute between landlord

and tenant that does not survive as the surprising action of disconnection without informing the occupant and following proper procedure of disconnection of supply as per regulation Bank suffer for the loss of business and no activities should be continued from 25.04.2016 to 05.05.2016. This Act definitely made adverse effect on the functioning of the bank and the action cannot be legally sustainable. Therefore I come to conclusion that action of disconnection of supply on 25.04.2016 made by respondent utility is illegal and not acting accordance with rules and regulation and therefore respondent utility liable to pay for penalty charges as mention in regulation per day Rs.100/- in the supply was restore.

8. Coming to the question that is the contention of respondent utility and also by the occupant Manger Thane Sahakari cooperative Bank Ltd., that the supply was restore on the request of Yamini Sahyog and other two owners and supply new meter was installed on 07.06.2016. It is notice by this Forum that giving such supply to Gala No, 04 whether it is legal as earlier action of disconnection of supply at the request of owner Mrs. Singdha Pandit. To my view the restoration of supply in following installation of new meter to the premises cannot be said to the legal and therefore if any ground no supply can be extended to the premises of Gala No-4 without following proper legal procedure and therefore I have minutely verified the record of original connection installed on the said premises . I am found till March 2015 the respondent utility issued the bill to the bank and recovers the charges. The bill dated 29.03.2016 was payable on April 2016 after receiving the said bill action taken on 25.04.2016 for disconnection of supply and show this connection as a PD cannot be said to be legal proper and valid and therefore the action seriously condemn and the contention of respondent utility deserved to be set aside . In this circumstance I found though present the supply was restore by doing non justified action by respondent utility Hence it is required to made

regular and legal process and therefore I feel it is proper to restore the supply of the premises again as original status of 29.03.2016 and therefore respondent utility is hereby directed to reconnect and restore the supply to the premises by installation of same meter and consumer shall be liable and continued to pay the bill and further reading recorded on the said meter. No charges shall be recovered from the consumer for reconnection of supply as order by this Forum.

The respondent utility shall liable to pay Rs. 100 per day penalty for illegal disconnection of supply from 25.04.2016 to 05.05.2016 .The prayer for monetary compensation for Rs 1,18,000/- claim by the consumer cannot be granted by this Forum in view of provision of regulation No 17.15 The order passed by the Electricity Ombudsman shall set out -

(e) directions to pay such amount as may be awarded by it as compensation to the consumer for any loss or damage suffered by the consumer; and / or provided, however, that in no case shall any consumer be entitled to indirect, consequential, incidental, punitive, or exemplary damages, loss of profits or opportunity.

(f) directions to pay such amount as compensation as specified by the commission in the standards of performance of Distribution Licensees.

As this Forum cannot decide the compensation and damages in this statute. Occupant Bank authority at liberty to file appropriate and proper legal action against the authority and owner in accordance with law before competent court. Hence I am incline to allow the complaint partly of consumer and proceed to pass following order.

ORDER

The consumer complaint No. 86/2016 is partly allowed.

1. The respondent utility shall restore supply to the premises of gala No. 04 against consumer No. 000011609741 meter no. 00033374 shall be installed no charges shall be recovered from consumer.

2. The respondent utility is liable to pay penalty per day Rs.100 for 25.04.2016 to 05.05.2016.
3. The prayer of monitory compensation of consumer of stands rejected.
4. The respondent utility shall bear the cost.

Proceeding close.

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

Note:

If Consumer is not satisfied with the decision, it may proceed within 60 days from 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**

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**