



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
Ph: – 2210707 & 2328283 Ext: - 122

Date of Grievance : 01/01/2013

Date of Order : 29/04/2013

Period taken : 118 days

IN THE MATTER OF GRIEVANCE NO. K/E/680/801 OF 2012 -2013
OF JACO ROLLING SHUTTERS OF KALYAN BHIWANDI ROAD,
REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM
KALYAN ZONE, KALYAN ABOUT EXCESSIVE ENERGY BILLING

Jaco Rolling Shutters
Through Shri Manoj Ramji Prajapati
"Gyaneshwari", Ramji Savji Compound,
Besides Police Station,,
Kalyan Bhiwandi Road,
Via Kalyan West), 421 311

Consumer No.013260006406

Here-in-after
Referred
As Consumer

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Assistant Engineer, Construction Sub-Divn.
Kalyan

(Per Shri. Sadashiv S. Deshmukh, Chairperson)

(Here-in-after
referred
As Licensee)

1. Consumer Grievance Redressal Forum has been established under “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006” to redress the grievances of consumers. This regulation has been made by the Maharashtra Electricity Regulatory Commission vide powers conformed on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, 2003. (36 of 2003).
2. The consumer is an Industrial consumer of the licensee. The Consumer is billed as per the said Industrial Tariff. Consumers registered grievance with the Forum on 1/1/2013 towards Excessive Energy Bill
3. The batch of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0014 dated 2/1/2013 to Nodal Officer of licensee. The licensee filed reply on 18/1/2013, 2/4/2013, & 8/4/2013.
4. In this matter, Applicant is addressed as Consumer for the sake of convenience in further discussion, as in fact, he is not the original Consumer but claims to be stepping in the shoes of original Consumer on the basis of transfer of the shed. Hereinafter, he be read as Applicant though referred as Consumer.
5. This matter is heard from time to time. It was reserved for order but before declaring the order Consumer approached once again with a request to consider his plea. He placed on record his submission on 11/3/2013 along with annexures. His plea was required to be heard; hence the officers of Licensee were made aware and accordingly the

matter was refixed; taken up for hearing on 9/4/2013 and hereafter it is heard twice as the prayer of Consumer was to be verified and his status as Transferee was to be considered. . Initially it was argued by Consumer in presence of Shri Giradkar, Nodal Officer, Mr. Kasal, Assistant Engineer and Mr. Khetre, Asst. Accountant. Lastly we heard the Consumer in person, Shri Giradkar, Nodal Officer, Shri Tekade, Asst. Engineer, and Shri R.B. Nahite, Jr. Engineer. On the basis of arguments advanced material placed before us, following aspects are disclosed:

- a) Consumer, Jaco Rolling Shutters is provided with electric supply from 28/8/1981; it was a proprietary concern. It changed hands from time to time. The Applicant , Shri Manoj Prajapati took over it and has approached the Licensee for re-connecting supply which was P.D. in January 2005. In reply to his request the officers of the Licensee made him aware that towards the said P.D. connection balance dues was of Rs.397,818.47 which was to be paid towards re-connection.
- b) The Consumer objected for said dues and hence on the basis of Fictitious Waival Committee decision, the Licensee vide letter dated 1/10/2012 revised the bill and restricted it to Rs.2,09,300/-, and accordingly duplicate bill dated 29/9/2012 was enclosed with the said letter.
- c) Towards the said dues of Rs.209,300/-, Consumer sought details of its working from the Licensee which was provided to him on 19/12/2012.
- d) As the grievance of Consumer was not redressed from

22/9/2012 he approached this Forum on 1/1/2013. Officers of the Licensee were made aware it, they attended and filed reply on 18/1/2013. Hereafter matter was taken up for hearing and as noted above the Consumer in the meantime again filed his contention on 13/3/2013. No behalf of Licensee reply is filed on 2/4/2013. The Consumer again made submissions in writing dated 8/4/2013 which are replied by Licensee on 19/4/2013.

6. Mr. Prajapati, Applicant / Consumer given written submissions. He contended that actually the sale transaction is of May 2005 when he purchased the premises, i.e. shed. He contended that in the year 2012 his name is entered in the Grampanchayat records for shed, i.e. House No. 513.
7. In reply on behalf of Licensee it is stated that meter resulted in P.D. in April 2004 however it is claimed that actually in CPL it is shown as P.D. from January 2005. The status of payment of electricity bill speaks that last payment is of 15/12/03 for Rs.101,640/-. Thereafter there is no payment. None have raised any objection towards the status of meter and towards quantifying of bill, etc. On behalf of Licensee it is submitted that Consumer is legal heir and has executed Leave and Licence Agreement in favour of Mrs. Manisha Rasal and he is to pay the outstanding dues.
8. There is no dispute about the fact that connection available in the shed already resulted in P.D. It is stated by the Officers of Licensee that as per CPL it is P.D. in Jan. 2005. But it relates back to April 2004 as status was shown as 'locked' and minimum bills were issued till then. In this light, the Consumer claimed that he being a

transferee of shed, electric connection is there of previous Consumer, resulted in P.D. he seeks its re-connection and ready to pay as per 10.5 of S.O.P the previous six months bill.

9. For the first time present Applicant Consumer has approached forum seeking reconnection as Transferee and that Application is of 28/5/2011. It is seen there was correspondence in between officers of Licensee Consumer, he was asked to pay an amount of Rs.397,818.47 which was also disputed and thereby bill is revised to the extent of Rs.209,300. It is communicated vide letter dated 1/10/2012 along with the bill dated 29/9/2012. In spite of that fact we tried to find out whether the present Consumer who purchased the premise as per his contention in May 2005 but in Grampanchayat records his name is entered in 2012, can he dispute CPL, the working of dues which he is required to bear for the period of six months prior to the date of his purchase as the Transferee / new owner?
10. Consumer claiming to be the owner of the shed, relying on the precedents submitted if he is to be burdened with the six months arrears as per 10.5 of S.O.P. then he can dispute entries in the CPL and the manner in which dues are worked out. He contended that six months period, if it is to be considered from the date of purchase, i.e. May 2005, then dues are to be worked out as per CPL. It is immediately made clear that prior to May 2005, six months period cannot be computed as connection resulted in P.D. in January 2005. Submissions were made by the Officers of Licensee that though as per CPL, P.D. is in January, 2005 but for April 2004 and May 2004 no

reading is shown but from June 2004 status is shown as locked, hence the month of P.D. is to be treated as April 2004. For the month of March 2004, reading is shown as 6,170 units. On this count Consumer submitted previous six months of April 2004 if at all to be considered, then it goes back to October, 2003 to March 2004 but the readings for those months is not actual but it is more and in that case healthy consumption period is to be seen which is from May 2003 to October 2003. It is claimed by the Officers of Licensee that in March 2004 consumption of more units shown, quantum of bill is also high but is due to increase in the load from 10 HP to 30 HP and period covered is also of previous months. These three options are available if Consumer is the Transferee but his status is in dispute which is to be decided.

11. In this matter a peculiar aspect is demonstrated and it pertains to the status of Consumer. He is not the original Consumer. Meter is standing in the name of Jaco Rolling Shutters. In the Order of Consumer's grievance applicatnio no. K/E/635/753 of 2012-2013 decided by this Forum on 22/10/2012, Consumer has stated that Jaco Rolling Shutters is a business of his sister's husband, Shri Dharmesh Karsandas Prajapati, who built-up the shed and the land thereunder is owned by the Consumer which he has given on lease. It is further disclosed that Consumer's relative who built up the shed and continued business transferred it to Rasiklal & Co. Consumer too executed Lease Document of land to Rasiklal. Further it is seen Rasiklal handed over the possession of land in the year 2002, executed document to that extent in the year 2005. Even in respect

of shed M/s. Rasiklal & Co. transferred it to the Consumer for Rs.50,000/-, accordingly possession was given of that shed in 2002. Document of Transfer is prepared in 2005, copy of which is placed before us, speaks that it is notarized one. There is no registered Sale Deed. M/s. Rasiklal & Co. transferred Shed which is on the land of Consumer and for almost all purposes, transfer of Shed is an immovable property. Valid transfer is to be done by registered document. In this matter, registered document is not forthcoming. As per MERC Supply code, in case a transferee is seeking re-connection of the Meter which resulted in P.D. is to be held responsible for payment of previous six months dues, but it presupposes transfer is valid and legal one. Accordingly, Transferee is a person who is claiming supply but to overcome the hurdle of previous P.D. meter in that building he is to be bear previous six months dues. In case, if re-connection is sought by heir of owner of that Shed, then total liability existing on the date of P.D. is to be borne. In this matter, there is no material to consider present Consumer as heir of M/s. Rasiklal & Co. or Owner of Jaco Rolling Shutters. Accordingly, his status itself is of utmost importance for considering his locus-standi. Accordingly in this matter, status of Consumer is not falling in the definition of Transferee, i.e. Legal Transferee. Mere entry of Consumer's name in Grampanchayat record in the year 2012-13, will not mature as a Owner. He may be the occupier of premises, i.e. House No.513, but he cannot be treated as the Owner. In this light we find Consumer herein is not a Transferee. It is not possible to uphold his contention that he is owner of the Shed in which connection of Jaco Rolling Shutters is

available till this date. If he is not an owner, he cannot seek any relief under the garb of Transferee. At the most, he can be the Occupier of Premises by consent / permission of M/s. Rasiklal & Co. or under unregistered document of sale. As his title is not clear he cannot be the Transferee and he cannot step in the shoes of M/s. Rasiklal & Co. or Jaco Rolling Shutters and to seek re-connection of the supply. However, if he seeks relief as a Representative of M/s. Rasiklal & Co. or Jaco Rolling Shutters, then he can be heard in that capacity as a Representative. But at present, he has not come in that capacity. In other words, till he gets valid title to the Shed, he cannot seek any relief in the form of payment or challenge the CPL.

12. Present Consumer's status is dealt by this Forum in his previous grievance no. K/E/635/753 of 2012-2013 decided on 3/8/2012. In the said matter, Consumer was seeking restoration of his three meters but objection was taken on behalf of Licensee contending that he being owner of the premises wherein meter of Jaco Rolling Shutters was existing, it was P/D and he was required to pay outstanding dues of said P/D connection. Said material portion from that order reads as under:

It is a fact that consumer is having three connections those resulted in P.D. but towards those he had already deposited the amount due hence there is no any obstruction for reconnecting those except the contention of Licensee that in one other premises which is owned by the consumer and structure thereon is having one more electric connection bearing consumer No. 01260006406 standing in the name of Jacco Rolling Shutter and on this count reconnection of

consumer's three P.D. connection are not being done. We find that the stand taken by Licensee pertains to consumer which resulted in P.D. in January 2005 as per the CPL at the end of December 2004 dues were to the tune of Rs. 03,97,551=64 and by the end of November 2005 those were to the tune of Rs. 03,97,984=85. Mute question comes up whether responsibility of paying said amount of that meter is on the present consumer.

In this regard it is necessary to find out whether in fact present consumer happens to be the person who has taken that disputed connection. Officers of Licensee expressed inability to demonstrate that aspect as connection given is of 28/08/1981, old one and documents are not forthcoming. Accordingly they are just relying on the CPL wherein name of Jacco Rolling Shutter is cited which is disclosed to be a proprietary concern of Mr. Dharmesh Prajapati. Dharmesh Prajapati happens to be a husband of consumer's sister, in other words there is a relation. However, consumer claimed that land under the said structure was let out to said Dharmesh Prajapati and Dharmesh Prajapati has started a unit named as Jacco Rolling Shutter and independently taken electric connection in his own name without any consent or no objection from the consumer. Accordingly it is contended that land under the structure is owned by consumer, structure is owned by Dharmesh Prajapati in which he has taken meter and said meter has no connection, whatsoever with the present consumer. In other words he contended that structure is of Dharmesh Prajapati but subsequently provided it to Rasiklal & Co. and even consumer has independently let out land under the structure to said Rasiklal & Co. copy of said agreement of lease is

placed on record and it is dt. 01/08/1984. From those documents it is disclosed that present consumer had let out land to Dharmesh Prajapati and Dharmesh Prajapati has transferred the business to Rasiklal & Co. and the structure is allowed by him to Rasiklal & Co. on rental basis. This is main document on record. No doubt consumer has further stated that this premises was again taken over by one Mrs. Manisha Rasal against whom he had filed injunction suit as she misused the premises. Copy of injunction application and copies of miscellaneous application in that matter pertaining to breach of injunction order are placed on record. Accordingly the initial stand of consumer needs to be considered and material available from Licensee is limited one to the extent of CPL wherein name of Jacco Rolling Shutter is reflected, who is owner of Jacco Rolling Shutter is not forthcoming from the record of Licensee. However, consumer is explaining it and placed on record copy of one agreement of lease with Rasikal & Co. which is clear in itself. No doubt we had sought from the consumer the agreement in between consumer and Dharmesh Prajapati but said documents is not produced and consumer claimed he is not able to trace it out. However, it is clear in the agreement between consumer and Rasiklal which is placed on record factual aspect is clear. Even we asked Licensee to produce document showing who is the proprietor of Jacco Rolling Shutter in the record but it is not produced. In this light it is to be held that land was given to Dharmesh Prajapati on rent & Dharmesh Prajapati has erected structure has taken electric connection and said electric connection is P.D. from January 2005 and those dues are being now tried to be recovered from present

consumer, from that too when he is seeking reconnection of his independent three P.D. connection, though he is paid of all dues towards those three P.D. connections.

We find in absence of any record from Licensee to demonstrate exactly whether the meter provided to Jacco Rolling Shutter is of present consumer and when present consumer is providing details of his dealings and providing consistent factual aspects it cannot be ignored. Accordingly we find that land under the structure built up by Dharmesh Prajapati is owned by present consumer but he is not the owner of the structure, he is not claiming any electric connection new or restoration of said P.D. connections therein of Jacco Rolling Shutter and hence there is no any co-relation of the consumer number of Jacco Rolling Shutter to the present consumer except the fact that Jacco Rolling Shutter was owned by Dharmesh Prajapati who happened to be the husband of present consumer's sister.

a) In Law land may be owned by someone, structure thereon may be built up by someone on the basis of lease of land available and this is the case of that nature. We are not able to link up present consumer to the structure wherein Jacco Rolling Shutter was functioning or electric meter fixed therein by said proprietor of Jacco Rolling Shutter and hence any liability arising from that consumer cannot be now linked up to present consumer. Liability comes on consumer if he happens to be the heir of the consumer or is a transferor of that particular property. Present consumer cannot be said to be the legal heir of Dharmesh Prajapati or cannot be said to be the transferor of the said

structure.

Accordingly it is held that the Consumer is not heir of Jaco or M/s. Rasiklal.

13. We at this stage are required to mention that on 15/12/2003, there is a payment of more than Rs.1,01,640/- and Consumer claimed that premises was handed over to him by M/s. Rasiklal & Co. in the year 2002. Under such circumstances, who paid the said amount is a material aspect, probably it is the Consumer who has paid it. Another development is to be noted, the Consumer subsequent to taking possession of Shed 23/3/2002, had handed over it to Mrs. Rasal on 15/7/2002. Document of said Mrs. Rasal is produced on record by Licensee which speaks that Consumer has built up the Shed and is owner of the same. Though Consumer tried to say that he has given it on behalf of M/s. Rasiklal & Co. but there is no support to it. But his own proclamation will not make him owner in view of aforesaid factual aspects. In law, the status which Consumer claims is to be proved by him.
14. In view of aforesaid discussion it is clear that Consumer is not heir of either Jaco Rolling Shutters or M/s. Rasiklal & Co. In fact he is the owner of a land under the shed bearing House No.513 but he is not the legal owner of the shed hence he cannot be Transferee of the shed. In result, he cannot seek status as stepping in the shoes of M/s.Rasiklal & Co. and challenge the dues worked out or the liability worked out by the Licensee as per the CPL. It is very much clear that Consumer is required to produce before the Officers of Licensee his valid and legal title deed of transfer pertaining to the shed, bearing

Houseno.513 wherein there is a P/D meter in the name of Jaco Rolling Shutters. He is required to apply in case he is getting such valid title in prescribed format to the officers of Licensee fulfilling all compliances required and then the Officers of Licensee as per the rules are to deal that aspect. At this stage, no any relief can be granted to the Consumer. We restrain ourselves from giving finding in the matter what should be the mode to calculate arrears of six months as per 10.5 of S.O.P. as the Consumer had approached without legal title and was seeking order in that regard. As he has no any such title, he cannot use the Forum for a finding. Under such circumstances we are not able to record findings on quantum to be deposited. In result, this grievance application is to be dismissed.

15. This matter was required to be heard from time to time considering the ticklish point involved hence it could not be decided in time.

Hence the order.

O-R-D-E-R

- a) The grievance application of Consumer is dismissed as he is having no legal and valid title of House No.513 wherein there is a P/D meter in the name of Jaco Rolling Shutters.
- b) The Consumer is entitled to approach the Officers of Licensee for appropriate relief on getting a valid title and providing almost all compliances required as per the existing provisions of MERC and rules of the Licensee.
- c) The Consumer can file representation against this decision with the Hon. Electricity Ombudsman within 60 days from the date of this order at the following address.

“Office of the Electricity Ombudsman, Maharashtra Electricity Regulatory Commission, 606/608, Keshav Bldg, Bandra Kurla Complex, Mumbai 51”.

- d) Consumer, as per section 142 of the Electricity Act, 2003, can approach Hon. Maharashtra Electricity Regulatory Commission for non-compliance, part compliance or delay in compliance of this decision issued under “Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2003” at the following address:-

“Maharashtra Electricity Regulatory Commission, 13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05”

Date : 29/4/2013

I Agree

I Agree

(Mrs. S.A. Jamdar)
Member
CGRF Kalyan

(R.V.Shivdas)
Member Secretary
CGRF Kalyan

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan