



Consumer Grievance Redressal Forum, Kalyan Zone
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301
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Date of Grievance : 03/08/2012
Date of Order : 22/10/2012
Period taken : 80 days

IN THE MATTER OF GRIEVANCE NO. K/E/635/753 OF 2012-2013 OF
SHRI MANOJ RAMJI PRAJAPATI, KON KALYAN REGISTERED WITH
CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN
ABOUT EXCESSIVE ENERGY BILL .

Shri Manoj Ramji Prajapati
Ramji Savji Compound,
Kon, Kalyan – Bhiwandi Road,
Kalyan : 421 311

(Here-in-after
referred
as Consumer)

Versus

Maharashtra State Electricity Distribution
Company Limited through its
Assistant Engineer
Construction Sub-Division Kalyan

(Here-in-after
referred
as licensee)

(Per Shri. Sadashiv S. Deshmukh, Chairperson)

- 1) This 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. The regulation has been made by the Maharashtra Electricity Regulatory Commission vide powers conferred 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 a L.T. consumer of the licensee. The Consumer is billed as per residential tariff. The consumer registered grievance with the Forum on 03/08/2012 for Excessive Energy Bill.
The details are as follows :
Name of the consumer :- Shri Manoj Ramji Prajapati
Address: - As given in the title
Consumer No : - (1)013264139532 (2)013264185267 (3)013264178279
Reason of dispute : Excessive Energy Bill
- 3) The set of papers containing above grievance was sent by Forum vide letter No EE/CGRF/Kalyan/0617 dated 03/08/2012 to Nodal Officer of licensee. The licensee filed reply vide letter No. AE/CSD/Kalyan/1244, dated 10/09/2012 through Asstt. Engr. Constn. Sub/Dn. Kalyan.
- 4) This matter is taken up for final hearing. It is argued by consumer in person and on behalf of Licensee submissions are made by Nodal Officer, Shri Giradkar, Shri Kasal, Asstt. Engineer, Shri Tekale, Asstt. Engr., Shri Khetre Asstt. Acctt. They made submissions in tune with their contentions.
- 5) This matter pertains to restoration of supply towards Consumer No. 0132641 – (a)39532, (b)85267, (c)78279 . Both sides made it clear that these three connections are due for reconnection, no any payment is

outstanding pertaining to these three consumers. About these three connections consumer claimed that he had written letters to the officers of Licensee on 17/02/12 and 21/05/12 but those are not reconnected inspite of the fact that towards the dues of those permanently disconnected (P.D) connections he had paid the amount which was due.

- 6) However, on behalf of Licensee it is contended that Consumer No. 01260006406 standing in the name of Jaco Rolling Shutter is outstanding and it is to the tune of Rs. 03,97,818=47 as on 26/03/2012 and said meter is in the property owned by consumer and unless he pay it, the reconnections prayed cannot be done.

It is the contention of consumer herein that Jaco Rolling Shutter was actually owned by Mr. Dharmesh Karsandas Prajapati who happened to be the husband of present consumer's sister. He claims that present consumer is owner of land on which said structure is erected by said Dharmesh and he had taken electric connection bearing aforesaid consumer No. However, land there under was given to him on lease on 09/02/1980 and lease deed is available. Consumer is making a difference between two aspects one lease of land and structure put up thereon (House No. 513) by lease and had taken electric connection therein to which no any consent of present consumer was taken or no objection was taken.

Said Dharmesh is no more working there and he has stopped his business long back. It is the contention of consumer that said Dharmesh transferred that particular structure to Rasiklal & Co. and accordingly said house No. 513 transferred to Rasiklal & Co. who was using the said meter therein. Rasiklal & Co. was giving rent of the land under that structure to this consumer as per agreement dated 01/08/1984.

The present consumer claims that in the year 2002 he has let out the land to one Mrs. Manisha Rasal .who was doing business there but she too stopped the business, however present consumer filed suit RSC 1077 of 2003 against her in the year 2003. It is contended that said tenant was not sticking up to the terms of rent agreement but was trying to bring chemicals and was intending to start some chemical activity therein, thereby Civil Court granted Status-quo, copy of that order & further copies of applications filed in in it are placed on record.

Further it is contended that there after none is there in the premises and present consumer is using that land for his own purpose without any electricity supply. He has not sought the restoration of that P. D. connection or any new connection therein.

Accordingly now consumer claims that house No. 513 built up by Mr. Dharmesh Karsandas Prajapati who has allowed it to Rasiklal & Co. is a property of said Rasiklal & Co. though land is owned by the present consumer. He claims any liability pertaining to the meter taken by Mr. Dharmesh Karsandas Prajapati i.e. proprietor of Jaco Rolling Shutter is not binding on him and cannot be recovered from him.

Further it is contended that already Licensee has reconsidered the aspect of dues and hence as against the dues of Rs. 03,97,818=47 and made it limited to Rs. 02,09,300/- and letter to that effect is given to the consumer on 01/10/12 to which consumer reacted and denied that liability.

Consumer in support of his contention has placed on record alongwith his grievance precedents i.e. orders of Hon. Ombudsman Mumbai in Representation No. 85 of 2009 M/s. Vedic Supercriticals & Biotechnologies (I) Pvt. Ltd. V/s. MSEDCL. Precisely he referred to Para

No. 15 on page No. 44, he stressed more on Para No. 09 but we find it is to be read with para No. 10, para no. 09 prescribed "No independent suit or recovery action can be taken against a person who is in that premises but if any person intends to have a fresh connection or re-connection therein, then he is to act as per the existing rules and at that time if there is a provision he is required to pay almost all outstanding dues irrespective of limits.

On behalf of Licensee it is submitted that dues are there of a previous user, land is owned by consumer and he happens to be heir for the disputed premises and he is bound to pay as per rules.

On behalf of Licensee though both officers are present Shri Tekale made his submissions pertaining to the written statement of consumer dt. 22/09/2012 in initial three paras contending those are allegations of personal nature and he is not admitting which are required to be withdrawn.

In this regard consumer reiterated his stand maintained those contentions giving vent to his feelings stating how he was kept waiting. Officers of Licensee contended that on the available material though assurance was given initially at subsequent stage, this aspect of dues of Jacco Rolling Shutter noticed and hence taken care to act as per rules which be considered.

- 7) On the basis of aforesaid rival contentions it is clear that consumer had approached these authorities long back on 17/02/12, 21/05/12 and even to the IGRC on 09/04/12 but no relief was given hence ultimately he approached this Forum on 02/08/12. On behalf of Licensee reply submitted on 10/09/12 to which consumer filed rejoinder on 25/09/12 and

on 01/10/12 officer of Licensee communicated to the consumer outstanding dues which are corrected to the tune of Rs. 02,09,300/- instead of Rs. 03,97,551=64 to which consumer filed his detailed reply on 11/10/12 and denied that liability also.

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 correlation 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.

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. Hence we find seeking recovery from present consumer is not falling within four corners of Law more particularly, under the Electricity Act of MERC. In this light the stand taken by Licensee is found without any merit.

No doubt during the course of hearing consumer in his rejoinder stated some factual aspects which Mr. Tekale Assistant Engineer tried to explain and refute but we find no more comments are required on it as Mr. Tekale Assistant Engineer explained that at one stage on available material he had agreed to reconnect the three P.D. meters of consumer but when he was in the process, this disputed consumer number was brought to his notice and it was disclosed that the present consumer happens to be the owner of that land, hence as per the rules he was required to act. We find his contention is quite consistent, no more observations are required about contentions raised by consumer on that point.

In the light of above we find the grievance application of consumer is to be allowed and Licensee is to be directed to restore three P.D. connections of which the consumer has already paid all the dues. Course is open to the Licensee towards the disputed consumer number, in case in that structure any new connection is sought or restoration of that P.D. connection is sought. Present consumer is not seeking any fresh connection therein or not seeking restoration of that P.D. connection.

This matter could be decided within 60 days but as the details were to be brought on record by Licensee as well as consumer and ultimately the CPL was placed on record on 10/10/2012 and hence the order is delayed.

I agree

(Sadashiv S. Deshmukh)
Chairperson, CGRF Kalyan

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

View of Member Secretary (Shri R. V. Shivdas) :

I have gone through the above reasoning. I am not agreeing to it. The action of Licensee as per letter No. AE/CSD/Sub-Dn/1244, dt. 10/09/2012 and AE/CSD/Sub-Dn/1330, dt. 01/10/1012 is correct. Grievance application of consumer to that extent is to be dismissed.

(R. V. Shivdas)
Member Secretary
CGRF Kalyan

Hence the order by majority :

ORDER

1) Grievance application of consumer is hereby allowed.

- 2) Licensee is directed to restore the electric supply towards Consumer Number 0132641 – (a) 39532, (b) 85267, (c) 78279 as prayed by the consumer within eight days from the date of receiving this order.
- 3) Licensee to submit compliance report within one month from the date of receiving this order.
- 4) The Consumer if not satisfied, 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”.

- 5) Consumer, as per section 142 of the Electricity Act, 003, 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 : 22/10/2012

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

(Sadashiv S. Deshmukh)
Chairperson
CGRF Kalyan