

**Maharashtra State Electricity Distribution Co. Ltd.'s
Consumer Grievance Redressal Forum
Nagpur Urban Zone, Nagpur**

Case No. CGRF(NUZ)/0142/2006

Applicant : Smt. Archana Anupsingh Parihar,
133, Divyam Apartments,
Pande-layout, Khamla, Nagpur.

Non-Applicant :i) The Nodal Officer-Exe.Engineer,
Congress nagar Division, NUZ,
Nagpur representing the MSEDCL
(in short N.A. No. 1)
ii) Shri Onkar Shankar Shinde
(in short NA No.2)
iii) Mrs. Sunita Onkar Shinde,
(in short NA No. 3)
(ii) & (iii)
R/o 10, N.A. Road,
North Ambazari Layout,
NAGPUR-440033.

Quorum Present : 1) Shri S.D. Jahagirdar,
Chairman,
Consumer Grievance Redressal
Forum,
Nagpur Urban Zone,
Nagpur.

2) Smt. Gouri Chandrayan,
Member,
Consumer Grievance Redressal
Forum,
Nagpur Urban Zone,
Nagpur.

3) Shri S.J. Bhargawa
Executive Engineer &
Member Secretary,
Consumer Grievance Redressal
Forum, Nagpur Urban Zone,
Nagpur.

ORDER (Passed on 14.09.2006)

The present grievance application has been filed on 26.07.2006 as per Regulation 6.4 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2006 here-in-after referred-to-as the said Regulations.

The applicant has prayed for grant of reliefs on the following points:

- 1) To declare that the applicant is lawfully entitled to power supply through electric connection vide service connection (here-in-after referred to as S.C) no. 410015489921, meter no. 9000449506 which is registered in the name of N.A. No. 3 Mrs. Sunita Onkar Shinde as per the record of N.A. No.1;
- 2) To direct the Executive Engineer, Congressnagar Division NUZ, MSEDCL, Nagpur to transfer the electric connection vide S.C. no. 410015489921 in the name of the applicant on payment of requisite charges/security deposit;
- 3) To declare that the applicant is not liable for payment of arrear amount of Rs. 10,263/- outstanding against the N.A. No. 2 for power consumption through electric S.C. No. 410012306702 granted in the name of NA No.2;
- 4) To direct the Executive Engineer, Congressnagar Dn. to recover the outstanding arrear amount of Rs. 10,263/- from the NA No. 2 by following due procedure;
- 5) To grant compensation of Rs. 10,000/- for arbitrary and abrupt disconnection of S.C. no. 410015489921 on 08.05.2006 without any notice or intimation to the

applicant and causing immense hardship, inconvenience and humiliation during scorching summer to the applicant and her entire family and for acting in undue haste to disconnect the electric power supply to the applicant's flat, being flat no. G-3, on a palpably false and baseless complaint allegedly made by the N.A. Nos. 2 & 3.

The facts of the case, in brief, are as under.:

Flat, being flat no. G-3, in Divyam Apartments situated at Plot No. 133, Pande Layout, Khamla, Nagpur was owned by the N.A. No. 3. She sold this flat to one Shri Shivkumarsingh Chandrabhansingh Parihar by a registered sale-deed on 29.08.2001. This flat subsequently came to be sold by the legal heirs of deceased Shri Shivkumar Parihar to the present applicant by a registered sale-deed on 09.11.2005. There is a flat, being flat no. G-1, owned by the N.A. No. 2 in the same building. The record viz. Consumer Personal Ledger maintained by N.A. No. 1 shows that S.C. No. 410015489921 is meant for flat No. G-1 in the name of N.A. No. 3 though this flat is owned by N.A. No. 2. The service connection, being S.C. No. 410012306702, was shown in the name of N.A. No. 2 as a consumer in his Consumer Personal Ledger (in short CPL) and this connection came to be disconnected permanently in March, 2003 due to non-payment of arrear amount of Rs. 10,263/-. No mention of any flat number is made against this S.C. No. 410012306702 in the concerned CPL. The applicant's claim is that S.C. No. 410015489921 was installed for flat No. G-3 & not for flat no. G-1 and also that the S.C. No. 410012306702 was meant for flat no. G-1 & not flat No. G-3.

Power supply to flat No. G-3 belonging to the applicant was disconnected temporarily on 08.05.2006 by the non-applicant. The applicant's husband went to the office of the Executive Engineer, Congressnagar Dn. on 09.05.2006 and enquired about the reasons for abrupt disconnection of power supply to the said flat no. G-3. He came to know that the power supply was disconnected because the N.A. No. 3 had asked N.A. No. 1 for power supply disconnection to the said flat G-3 on the ground that the power supply to it was taken un-authorizedly by the applicant through the meter affixed to flat no. G-1 belonging to the N.A. No. 2 Shri Onkar Shinde through S.C. no. 410015489921 standing in the name of N.A. No. 3. A complaint, being complaint dated 23.05.2006, was also filed by the applicant addressed to the Junior Engineer, Ajni S/Dn., with a copy to the Executive Engineer, Congressnagar Division, with a request to restore the power supply to said flat no. G-3 through meter no. 449506, S.C. No. 410015489921. The power supply was, thereupon, restored on 05.06.2006. The Jr. Engineer, Ajni S/stn. MSEDCL, Nagpur also wrote a letter addressed to the applicant on 05.06.2006 asking her to take steps to effect change of name in the said electric connection by completing formalities of MSEDCL within one month's period. Some correspondence has also taken place between the applicant and the N.A. No. 3 Mrs. Sunita Onkar Shinde on the subject of transfer of electric S.C. no. 4100489921 in favour of the applicant. The N.A. No. 2 and 3 have denied the applicant's claim of having acquired right of transfer of the electric S.C. no. 410015489921 on the ground that this electric connection is actually meant for flat no. G-1 only and not flat

No. 3 and that the applicant has no legal right to receive power supply from the meter attached to flat no. G-1. The N.A. No. 2 & 3 have also addressed letters to the non-applicant No. 1 in respect of illegal/un-authorized use of power supply by the applicant to her flat G-3 from the meter attached to flat no. G-1. Based on the complaint received from Mrs. Sunita Onkar Shinde, N.A. No. 3 and Shri Onkar Shinde N.A. No. 2, the NA No. 1 issued a notice dated 10.07.2006 through his legal Counsel asking the applicant to obtain a new service connection by paying the arrear amount of Rs.10,263/- outstanding against the premises comprised in flat No. G-3 or to choose any other remedy failing which power supply to the applicant's flat no. G-3 from S.C. no. 410015489921 attached to flat no. G-1 and registered in the name of N.A. No. 3 Mrs. Sunita Onkar Shinde as a consumer would again be disconnected. Being aggrieved by this action of the No.1, the applicant has filed the present grievance application under the said Regulations and prayed for grant of reliefs mentioned above at the outset.

Although it is true that the applicant did not first approach the Internal Grievance Redressal Cell (IGRC) as per the said Regulations, the applicant's grievance application has been admitted by this Forum in terms of Regulation 6.5 since she was under the threat of disconnection of power supply to her flat No. G-3.

The matter was heard by us and all the parties were given adequate opportunity to offer their respective say. Every one of them has submitted their say in writing as well as orally.

The applicant's case was presented before us by her husband Shri Anupsingh Parihar while the Nodal Officer Shri Ganguli, Executive Engineer, Congressnagar Division, NUZ, MSEDCL, Nagpur i.e. N.A. No. 1 presented the case of MSEDCL before us. N.A. No. 2 represented himself and his wife i.e. NA No. 3.

The contention of the applicant's representative is that the applicant purchased the flat, being no. G-3, from the legal heirs of late Shri Shivkumar Parihar by a registered sale-deed on 09.11.2005. This flat was earlier purchased by Shri Shivkumar Parihar on 29.08.2001 from the NA No. 3 by a registered sale-deed. He added that the sale-deed dated 29.08.2001 contained a stipulation that the sale consideration included the cost of electric connection of the meter attached / connected to the said flat no. G-3. The subsequent sale-deed executed between the applicant and Shri Shivkumar Parihar on 09.11.2005 also contained a similar stipulation on page 7 of the sale-deed to the effect that the sale consideration included the cost of electric meter / connection attached to the said flat no. G-3. The applicant's representative has produced copies of these two sale-deeds on record. He submitted that the said electric S.C. no. 410015489921 was / is supplying electric power to flat No. G-3 and that mention of flat No. G-1 in the CPL meant for this connection has been made inadvertently by the N.A. No. 1

He strongly argued that this S.C. no. 410015489921 earlier belonging to Mrs. Sunita Shinde, NA No. 3 was transferred in ownership right firstly to Shri Shivkumar Parihar in the year 2001 and subsequently to the

applicant by the erstwhile owner Shri Shivkumar on 09.11.2005 alongwith ownership right of flat No. G-3 as per stipulations made in the respective sale-deeds. The applicant regularly paid the energy bills received from the N.A. No. 1 in reference to S.C. No. 410015489921 right from the date of purchase of flat no. G-3 under the bonafide belief of being a consumer of MSEDCL. He further stated that the electric bills issued in the name of Mrs. Sunita Shinde N.A. No. 3 did never indicate the flat number. He produced copies of some of the energy bills pertaining to this service connection duly paid by the applicant upto June, 2006 to substantiate his say.

He continued to submit that after the said flat no. G-3 was purchased by the applicant, he tried his best to contact the NA. No. 3 for obtaining her signature on the prescribed forms meant for transferring the said S.C. No. 410015489921 in the name of the applicant. However, on one pretext or the other, these forms were not signed by the NA No. 3 and given to the applicant. It is the say of the applicant's representative that Shri Onkar Shinde, NA No. 2, the husband of N.A. 3 Mrs. Sunita Shinde asked the applicant to agree to pay the accumulated arrears of more than of Rs. 10,000/- outstanding against the S.C. no. 410012306702 which was owned & used by the NA. No. 2 and which was permanently disconnected in January / March, 2003 on account of non-payment of the arrear amount. The applicant did not accede to the said illegal & illogical demand and hence, the said S.C. no. 410015489921 could not so far be transferred in the name of the applicant.

Commenting upon the action of the N.A. No.1 of abrupt disconnection of power supply of the applicant's flat G-3 on 08.05.2006, the applicant's representative strongly submitted that the action of power supply disconnection was unjust, improper and illegal. According to him, no notice or intimation of any kind was ever given by the MSEDCL before disconnecting the power supply. The applicant had approached the Executive Engineer, Congressnagar Division and his Jr. Engineer several times for restoration of power supply but to no purpose. Ultimately, the applicant addressed a complaint, being complaint dated 23.05.2006, to the Jr. Engineer, MSEDCL Ajni S/Stn. with a copy to the Executive Engineer, Congressnagar Division with a request to restore the power supply through the meter no. 9000449506 meant for S.C. No. 410015489921. The applicant also asked for the copies of the complaint / letters filed by the N.A. No. 2 & 3 before N.A. No.1. The applicant's power supply was there-upon restored on 05.06.2006 from S.C. no. 410015489921 which is registered in the name of N.A. No. 3. A letter, being letter no. 8317 dated 05.06.2006, was also issued to the applicant by the Jr. Engineer, Ajni S/stn. MSEDCL, Nagpur asking the applicant to take steps to effect change of name in respect of this electric service connection by completing requisite formalities. The electric power supply to the applicant's flat no. G-3 is still continued.

The applicant's representative added that the applicant addressed another letter, being letter dated 08.06.2006, to the Jr. Engineer with a copy to the Executive Engineer of MSEDCL bringing to their notice the applicant's

inability to obtain the prescribed forms X,Y & Z duly signed by Mrs. Sunita Shinde the NA No. 3 in the context of change of name and requesting them to examine the possibility of transferring the said electric S.C. no. 410015489921 in the applicant's name in the event of non-availability of the prescribed forms duly signed by the NA No. 3. The applicant received reply dated 10.07.2006 from the Advocate of N.A. No.1 in response to the applicant's letter dated 08.06.2006 asking the applicant to take necessary action in the matter either by claiming a new electric connection for her flat No. G-3 after paying the arrear amount of Rs. 10,263/- outstanding against the said premises or to choose any other remedy and further informing her that MSEDCL is legally bound to comply with the request of its registered consumer namely Mrs. Sunita Shinde the NA No. 3 for disconnecting the electric supply to the meter installed at flat no. G-1 under service connection no. 410015489921. This was a 15 days' notice addressed to the applicant.

The applicant's representative denied the claims of the non-applicant No. 1 as made in the notice-cum-reply dated 10.07.2006 stating that the applicant had become the legal owner of S.C. no. 410015489921 by virtue of the sale-deed dated 09.11.2005.

The applicant's representative further stated that the applicant had addressed one letter, being letter dated 12.06.2006, to the NA No. 3 requesting her to send prescribed forms X,Y & Z duly signed so as to enable the applicant to get the said electric connection transferred in her name, being legally entitled thereto. The applicant, in turn, received a reply

from the N.A. No. 3 dated 30.06.2006, a copy of which has also been produced on record by the applicant's representative in which the N.A. No. 3 has denied right of transfer of S.C. no. 410015489921 to the applicant and requested the applicant to desist from using electric supply to the applicant's flat no. G-3 from her S.C. no.410015489921, meter no. 449506. The applicant's representative has termed this reply dated 30.06.2006 as unjust, improper & illegal.

He further submitted that the applicant be awarded compensation of Rs. 10,000/- towards immense hardship, humiliation caused to her & her family because of arbitrary and abrupt disconnection of electric power supply to her flat no. G-3 from 08.05.2006 till 05.06.2006 from the electric S.C. no. 410015489921.

He lastly submitted that this Forum may be pleased to grant reliefs to the applicant as prayed for in her grievance application dated 26.07.2006.

The NA No. 1 has stated in his parawise report that the contention of the applicant that she has purchased the electric connection bearing S.C. No. 410015489921 under the sale-deed executed on 09.11.2005 between her and the legal heirs of late Shri Shivkumarsingh Parihar is false. According to him, the applicant is under a wrong impression that S.C. No. 410015489921 was allotted or given for the use and enjoyment of electric supply to flat no. G-3. This connection was given in the name of Mrs. Sunita Onkar Shinde the NA No. 3 in order to provide electric supply to flat no. G-1 belonging to NA No. 2 whereas another meter, being meter no. 10243432 was allotted in the name of Shri Onkar Shankar

Shinde S.C. no. 410012306702 for being used and enjoyed by flat no. G-3. As such, the applicant is not legally entitled to get transferred the S.C. no. 410015489921 in her name. The mere general averment made in the sale-deed to the effect that flat no. G-3 was purchased by the applicant alongwith meter connection in no way entitled the applicant to get the S.C. no. 410015489921 transferred in her name.

He added that the service connection, being S.C. no. 410012306702, was pertaining to flat no. G-3 and it was disconnected in March 2003 permanently on account of non-payment of arrear amount of Rs. 10,200/- outstanding against this premises.

He continued to submit that the NA No. 3 the registered consumer vide S.C. No. 410015489921 submitted an application on 08.05.2006 to him informing therein that the electric meter, being meter no. 449506, was not in use at all by her because the flat no. G-1 for which this meter was provided was not in use by the said consumer. She further pointed out that electricity was being used and enjoyed from the said meter of flat G-1 by a person other than herself. She, therefore, requested to disconnect the power supply to the said meter. In view of this position, power supply to the said meter attached to flat no. G-1 came to be disconnected since the non-applicant No.1 was duty-bound to act upon her request for disconnection of electric supply to the said meter, being meter no. 449506 S.C. No. 410015489921. The present applicant-the owner of Flat no. G-3 who was till then receiving electric supply from the said meter submitted an application dated 23.05.2006 for restoration of power supply to her flat no. G-3

mentioning therein that she had purchased the flat no. G-3 on 09.11.2005 alongwith the electric meter, being meter no. 449506 etc. Thereupon, on humanitarian ground and untill getting the exact information in respect of the rights of the parties, the power supply was restored into the meter no. 449506 which is installed for flat no. G-1. The power supply was thus restored on 05.06.2006 and the present applicant was requested to take steps to effect change of name by completing requisite formalities. Subsequently, the NA No. 2 who is the owner of the flat no. G-1 addressed a complaint dated 30.06.2006 to the Executive Engineer, Congressnagar Division, objecting to the action of NA No.1 of restoration of electric supply to the meter, being meter no. 449506, S.C. no. 410015489921 registered in the name of his wife NA No.3 as a consumer and appealed to disconnect the electric supply to this meter and stop pilferage and misuse of power supply from this meter by the occupier of flat no. G-3, namely, the present applicant. The NA No.2 submitted this complaint in continuation of his earlier application dated 08.05.2006 addressed to the non-applicant No.1 by himself and also incontinuation of a similar application sent by his wife Smt. Sunita Onkar Shinde the NA No. 3. He has also filed a copy of reply dated 30.06.2006 addressed by N.A. No.3 to the present applicant in response to the later's letter dated 12.06.2006. Shri Shinde - NA No.2 has charged the present applicant of having taken electric power supply fraudulently from meter no. 445906 attached to flat no. G-1. Thereupon, the Advocate of the NA No.1 sent a notice, being notice dated 10.07.2006, to the applicant informing her that she has no

legal right to prevail upon the NA No.1 to continue electric supply from electric connection vide S.C. no. 410015489921 to flat no. G-3 of the applicant and asking the applicant to take necessary action in the matter either claiming a new electric connection for flat no. G-3 after paying the arrear amount of Rs.10,263/- which was outstanding against flat no. G-3 or choose any other remedy.

The N.A. No.1 vehemently argued that the entire controversy about the sale-purchase of flat No. G-3 so also about transfer of meter is between the applicant and her predecessor in-title and that, if the applicant feels that she has acquired any right either against the registered consumer Mrs. Sunita Shinde the NA No.3 or her husband Shri Onkar Shinde, the NA No. 2, she may file appropriate proceedings in the appropriate Court. According to him, the subject-matter of the applicant's grievance of not transferring the said electric meter, being meter no. 449506, in her name and allied matters cannot be a subject-matter before this Forum and that this Forum does not have jurisdiction to entertain the applicant's grievance since it is outside the scope of the Forum's jurisdiction.

He lastly submitted that the applicant has no locus-standi to approach this Forum since she is not a consumer of MSEDCL and that the present grievance application may be dismissed.

The N.A. No. 1 has produced copies of the CPL pertaining to consumer no. 41001230702 in respect of the N.A. No. 2 from Nov. 1999 to July 2006 and of consumer no. 410015489921 pertaining to consumer Mrs. Sunita Onkar

Shinde the N.A. No. 3 in respect of flat no. G-1 for the period from July 2001 to July 2006.

In their written as well as oral submissions, the N.A. No. 2 & 3 have contended that the applicant's grievance is devoid of any merits and that the same has been filed with an ulterior motive to grab the ownership of the meter & service connection of flat no. G-1.

Elaborating further their claims, they submitted that they had offered construction of scheme of flats on the plot owned by them to M/s. Fattepuria Constructions vide agreement executed on 03.11.1987. This agreement provided that the said Construction Company should give one flat to the non-applicant no. 2 and two flats to non-applicant no. 3 on completion in lieu of the land cost. The Flat scheme was left half constructed by the contractor. The matter went up to the State Consumer Redressal Forum, Bombay and the non-applicant no. 2 & 3 received their 3 number of flats as per order of the State Forum. This fact has been mentioned in the sale-deed executed on 29.08.2001 between the non-applicant no. 3 and Shri Shivkumar Parihar. Thus, the non-applicant No. 2 became the owner of flat number G-1 whereas the N.A. No.3 Mrs. Sunita Shinde became the owner of two flats viz. G-1 and G-3 on the ground floor. The non-applicant no. 3 sold her flat G-2 to one Shri Lakhanikar and it was settled that the purchaser would arrange his electric supply directly from MSEB (now MSEDCL). Hence, the N.A. No. 3 could only take supply to her remaining flat no. G-3. Accordingly, S.C. No. 41001230702 was allotted at flat G-3. The N.A. No. 2 who is the husband of the N.A. No. 3 was the Executive

Engineer of MSEB. Hence, payment of security deposit was exempted to him. In view of this position, the electric supply to flat G-3 was taken in his name under the above mentioned service connection number.

According to them, this proves that service connection no. 410012306702 was installed for flat no. G-3 belonging to N.A. No. 3, in the name of N.A. No.2.

They further stated that even the N.A. No. 1 has confirmed in his written submissions that the S.C. No. 4100123206702 was installed for the use of flat no. G-3 of N.A. No.3. This disproves the applicant's contention that the disputed S.C.No. 41001236702 was ever meant for flat no. G-1. The N.A. No. 1 has also specifically mentioned that the S.C. No. 410015489921 was given for the exclusive use of flat G-1 of N.A. no. 2 in the name of N.A. no. 3. They added that the N.A. No. 3 has taken due care to clear all the outstanding electricity dues upto the date of the sale-deed of 29.08.2001 and also handed over X & Y forms duly signed by N.A. no. 2 for facilitating change of name in respect of consumer no. 410012306702 and for incorporation of name of shri Shivkumar Parihar as a consumer in this service connection. Not only this, but the N.A. no. 3 had also ensured that all the dues of electricity of flat G3 are paid upto August / September 2001. To support this contention, the N.A. no. 3 has produced receipt, being receipt no. 716 dated 01.11.2001 for Rs. 282/-. According to them, the liability of paying MSEB dues from September 2001 onwards clearly rested with the erstwhile purchaser Shri Shivkumar Parihar. The purchaser / user namely Shri Shivkumar Parihar to whom flat G-3 was sold by

the N.A.No.3 neither got his name entered as a consumer nor cared to pay MSEB's energy bills after 29.08.2001 upto January 2003. During this period MSEB's dues accumulated to Rs. 10,262=73/- which ultimately caused MSEB to disconnect power supply to flat G-3 which was available through S.C. no. 410012306702.

Relying on the above details, they strongly contended that the N.A. No. 2 & 3 cannot be held responsible for MSEB's accumulated un-paid dues and that responsibility of payment thereof solely lies on the purchaser of flat no. G-3. According to them, the contention of the applicant that the N.A. no.2 should be held liable for payment of the un-paid dues of Rs.10,262=73 is not logical.

They added that the SC no. 410012306702 attached to flat no. G-3 got disconnected permanently in March 2003 on account of non-payment of arrear amount accumulated by the erstwhile purchaser Shri Shivkumar Parihar much before the present applicant occupied the flat no. G-3 in November, 2005. They have further stated that the present applicant was neither the legal owner of S.C. No. 410012306702 installed earlier in flat no. G-3 and which was disconnected permanently by MSEB in March 2003 before the applicant entered into flat No. G-3 in November 2005 nor she was even the owner of S.C.no. 410015489921 which was issued by N.A.no. 1 specifically for flat no. G-1 belonging to non-applicant no. 2. Hence, according to them, the applicant cannot be treated as a consumer and also that she does not have any locus-standi to approach this Forum and thus no relief as prayed for can be granted in her favour.

The N.A. 2 & 3 relied on the following documents in particular apart from others to prove that S.C. no. 410015489921 is fitted for flat no. G-1 of the N.A. no. 2 and the S.C. no. 410012306702 was fitted at flat no. G-3 belonging to the non-applicant no. 3;

- 1) Energy bill dated 18.11.2002 for Rs. 350/- meant for S.C. no. 10015489921 for the period from 04.09.02 to 07.11.2003 meant for flat No. G-1.
- 2) Payment receipt no. 58102958 dated 29.11.02 showing payment of the energy bill referred to at (1) above.
- 3) CPL of S.C. no. 410015489921.
- 4) Payment receipt of bill of Rs. 282/- dated 01.11.2001 in respect of S.C. no. 410012306702.
- 5) CPL of S.C. no. 410012306702.

It has further been contended by the N.A. no.2 that the flat no. G-1 belonging to him is never occupied since beginning i.e. from the year 2001 till this date and, therefore, there cannot be any consumption of electricity possible. For this purpose, he relied upon entries in the CPL of S.C. No. 410015489921 of flat no. G-1 which reveal that the initial reading of 13 units of the meter no. 9000449506 remained the same from July 2001 till November 2002.

He added that it is interesting to see that there appears sudden consumption of electricity from January 2003 onwards till this date even though the flat G-1 of N.A. no. 2 was never under use and it was never occupied by any one. This was possible only when electricity supply was

illegally abstracted from the meter of flat no. G-1. The N.A. no. 2 & 3 are living in their house at Ambazari Layout which is quite away from the location of flat no. G-1 and the N.A. No.2 hardly visits his flat no. G-1 may be once in a year or so. On 7th/8th May, 2006, the N.A. no. 2 on his visit to his flat no. G-1 noticed that the applicant was abstracting electricity supply un-authorizedly from the meter of flat no. G-1 whereas power supply to flat no. G-1 was found disconnected. Therefore, he was shocked. He immediately rushed to N.A. no.1 and requested him to disconnect power supply to avoid further misuse / pilferage by the occupier of flat no. G-3.

The N.A. no. 2 & 3 have strongly contended that the above facts clearly establish that power supply has been abstracted un-authorizedly from the S.C. of flat G1 to flat G-3 right from January 2003 i.e. after the N.A. no. 1 disconnected power supply of flat no. G-3 on account of non-payment of the outstanding amount of Rs.10,262=73. It is their emphatic say that the purchaser Shri Shivkumar Parihar indulged himself in illegal abstraction of power to his flat no. G-3 from the service connection of flat G-1 immediately after the N.A. no. 1 disconnected the power supply of the flat no. G-3 in January, 2003 and that the present applicant who has stepped in the shoes of Shri Shivkumar Parihar as owner of flat no. G-3 also continued illegal abstraction of electricity from the service connection meant for flat no. G-1 of N.A. No. 2.

Both of them have vehemently denied the applicant's contention that she is using power supply from meter no. 44506 of S.C. no. 410015489921 legally since her

occupation of flat no.G-3 and that she has acquired ownership of this connection legally.

Both of them have prayed that the applicant's grievance application may be dismissed.

They have further urged that misuse / pilferage of power supply by the applicant from the meter of flat no. G-1 be ordered to be stopped and contended that continuance of power supply to flat G-3 amounts to deficiency in service by MSEDCCL.

In reply, the applicant's representative denied the say of the NA No. 2 and N.A. No. 3.

Some old record was produced before us by the N.A. no.1 at the time to hearing. It was inspected by us in the presence of all the parties. This record reveals the following facts.

- 1) Construction of a complex of 15 flats known as Divyam Apartments at plot no. 133, Khamla, Nagpur was entrusted by the N.A. no. 2 & 3 to M/s. Fattepuria Constructions, Nagpur.
- 2) The matter about supply of electricity to the proposed complex of 15 flats was under correspondence between the builder, namely, M/s. Fattepuria Constructions and MSEB (Now MSEDCCL) for quite a long time.
- 3) M/s. Fattepuria Constructions wrote a letter on 02.09.1989 addressed to the Executive Engineer, MSEB, Nagpur informing him that they have constructed 15 flats at Divyam Apartments and hence, they require 15 single phase meter and one

commercial 3 phase meter for Water Pump etc. at the complex.

- 4) The afore-mentioned builder had also sent a list of flat owners of 15 flats in Divyam Apartments including those of the N.A. no. 2 and the N.A. no. 3.
- 5) According to this list supplied by the builder, the N.A. no. 2 is shown as owner of flat no. G-1 while the N.A. no. 3 is shown as the owner of flat no G-2 and G-3.
- 6) As required by MSEB, A-1 Forms were obtained by the said builder from the flat owners of the said complex including the N.A. no. 3 who had applied in the prescribed proforma A-1 for supply of electricity for flat no. G-2 and flat no. G-3. The respective dates on which these A-1 forms were signed by the flat owners including the N.A. no. 3 have not, however, been mentioned on these prescribed forms. It seems that they were submitted in or about February, 1989 as would be clear from one endorsement of Regent S/Dn. of MSEB "B" Zone indicating that some kind of proposal was prepared and forwarded on 20.02.1989 for the purpose of supply of power to Divyam Apartments.
- 7) The S.C. no. 410012306702 existed in 1988 in the name of Shri Onkar Shankar Shinde i.e N.A. no. 2 as would be evident from the energy bill dated 07.11.1988 issued against this service connection.
- 8) An estimate for provision of 100 KVA transformer for supply of electricity to Diyam Apartments was

submitted to the Executive Engineer, Congressnagar Division, Nagpur in December, 1994 by the Assistant Engineer Regent S/Dn., NUZ, Nagpur along with A-1 application forms and all documents.

We have carefully gone through the available record of the case, all documents produced on record by all parties and also all submissions, written & oral, made by all of them before this Forum.

There is no dispute in the present case that the flat, being flat no. G-3, was owned by Mrs. Sunita Shinde N.A. No.3 and that she sold this flat to Shri Shivkumar Chandrabhansingh Parihar by a registered sale-deed on 29.08.2001. There is also no dispute that the present applicant purchased this flat by a registered sale-deed on 09.11.2005 from the legal heirs of deceased Shri Shivkumar Parihar. It is also an undisputed fact that electric connection was available at flat No. G-3 when the first purchaser Shri Shivkumar Parihar purchased this flat from N.A. No. 3.

The main points of dispute in this case are whether electric service connection specifically meant for this flat G-3 was available on 09.11.2005 when the applicant purchased this flat from the legal heirs of deceased Shri Shivkumar Parihar and if so, which S.C. number was available & also whether the service connection specifically meant for this flat G-3 was permanently disconnected in March,2003 and if so, which service connection number was permanently disconnected. The applicant's claim is that it was S.C. No. 41001589921, (meter No. 449506) that was available throughout for flat No. G-3 & that it is still available for this

flat & further that power supply to this flat was never disconnected. He has also stated that it was S.C. No. 410012306702 which was specifically meant for flat No. G.1 of N A No. 2 which came to be permanently disconnected in or about March.2003.

On the other hand, the concurrent claim of all the three non-applicants is that it was S.C. No. 410012306702 that was meant for flat No. G.3 owned by N.A. No.3 though standing in the name of N A No. 2 and further that this service connection attached to flat No. G.3 was disconnected permanently in March.2003 on account of non-payment of outstanding arrear amount of Rs. 10,263/-. They have also submitted that the S.C. No. 410015489921 is specifically meant for flat No. G.1 owned by N.A. No.2 though registered in the name of N.A. No.3 as a consumer.

According to the contents of Consumer Personal Ledger (in short CPL) meant for S.C. No. 410015489921, this connection is seen to be specifically meant for flat No. G.1 and registered in the name of N.A. No.3 as a consumer though this flat is owned by N.A. No. 2. This CPL is showing entries regarding fixed charges etc. from July, 2001 onwards. This means that this service connection must have been granted for flat No. G-1 somewhere in or about May, 2001. Prior to May, 2001 this service connection was not in existence at all. The entries in this CPL have been recorded in the natural course of business from the month of July, 2001 when no dispute of any kind existed in respect of exact premises to which this service connection was attached. The N.A. No. 2 & 3 have produced on record energy bill dated 18.11.2002 for Rs. 350/- meant for

flat No. G-1 through S.C. No. 410015489921, meter No. 900044506 and also payment receipt dated 29.11.2002 for Rs. 350/-. This energy bill is the first such bill paid by the N.A.3 in whose name the service connection is registered & it also contains arrears of fixed charges from July, 2001 till 04.09.2001. It is also pertinent to note that there was no consumption in this service connection from July, 2001 till January, 2003. This fact substantiates the contention of N.A.2 & 3 that the premises to which this service connection relates was in non-use.

It is also interesting to note that, as per CPL, consumption of electricity is reflected in the S.C. No. 410015489921 meant for flat No. G-1 from January 2003 onwards while the co-related fact is that power supply to S.C. No. 410012306702 also came to be disconnected in January, 2003 followed by permanent disconnection thereof in March, 2003. This is not a mere coincidence. In fact, lot of stress is made on this very point by all the three non-applicants. This goes to show beyond doubt that immediately after the power supply of flat No. G-3 from its S.C. No. 410012306702 was disconnected in January, 2003, the erstwhile occupant Shri Shivkumar Parihar of flat No. G-3 started taking supply for his flat G-3 from the meter & service connection meant for the exclusive use of flat G-1 on seeing that this flat G-1 was lying vacant and it was not in need of electricity. Obviously, he did this un-authorisedly.

While explaining as to why there was no consumption of electricity from August, 2001 to January, 2003 in the S.C. No. 410015489921 claimed by the applicant to be

attached to flat No. G-3, the applicant's representative has submitted that the erstwhile owner Shri Shivkumar Parihar who purchased flat No. G-3 on 29.08.2001 from N.A. No. 3 was serving in BALCO at Korba outside Nagpur and he did not shift to flat No. G-3 until he retired from the services of BALCO and further that on his occupation of this flat somewhere in January, 2003, he started using electricity for his flat No. G-3. The three N.A.s have denied this say of the applicant's representative.

We are not inclined to accept the explanation offered by the applicant's representative firstly because the S.C. No. 410015489921 was specifically meant for flat No. G-1 and not for flat No. G-3 and secondly because no cogent proof is produced by him to substantiate his contention otherwise.

This use of power continued un-interruptedly and the present applicant who stepped in flat No. G-3 in November 2005 continued receiving supply on "as was as is" basis without going into the intricacies of legality or otherwise of drawal of power from a different service connection. It is also most likely that the applicant might not be aware of these intricacies at that time. It is in this context that the applicant's representative vehemently stated that the applicant's bonafides were clear.

It is also to be noted that drawal of power for a long time for the use of flat No. G-3 from the S.C. meant for flat G-1 was perhaps a matter of collective ignorance on the part of all the parties in this case till the reality came to light on or about 08.05.2006.

The applicant's representative's contention is that mention of flat no. G-1 has been made inadvertently by NA No.1 in the S.C. No. 41001589921. According to him, mention of flat no.G-3 ought to have been made in place of flat No. G-1 in this connection. However, the NA No. 2 has strongly denied this say on the ground that it was flat No. G-1 which was granted S.C. No. 410015489921 in the name of N.A. No. 3 though the flat was owned by N.A. 2 and that record of CPL cannot be falsified by the mere say of the applicant. We find substance in the submission of N.A. No. 2 which is concurrent with the similar submissions made by N.A. 2 & 3.

A question was raised by the applicant's representative as to why name of N.A. No. 3 was recorded as a consumer in S.C. No. 410015489921 against flat no. G-1 when this flat was owned by N.A. 2. He also raised a point as to why no flat number was mentioned in the CPL meant for S.C.No. 4100123406702. It is true that the flat No. G-1 is belonging to N.A. 2 while service connection to this flat was taken in the name of N.A. 3. The say of N.A. No. 2 on this point is that the existing S.C. No. 410012306702 was shifted in his name for flat G-3 because he, as an employee of MSEB, was exempted from payment of security deposit amount and subsequently, connection being S.C. No. 41001589921 for flat No. G-1 owned by him, was taken in the name of his wife i.e. N.A. No. 3. We do not see any reason to disbelieve this justification of the NA No.2.

It is, however, true that there is no mention of flat number against S.C.No.410012306702 in which name of NA

no.2 is shown as consumer. The NA no.1also could not give any plausible explanation for not making a mention of exact flat number against this service connection. In this connection it will be worthwhile to go through the past history of construction of complex of flats constructed by the builder on the plot No. 133 owned by N.A. 2 & 3.

The old record produced before us by the N.A. 2 shows that the builder namely M/s. Fattepuria Constructions had informed the N.A. No. 1 in the year 1989 that in all 15 flats were constructed out of which two flats viz. flat No. G-2 & G-3 were allotted to the N.A. 3 and flat No. G-1 was allotted to N.A. 2. At that time, one connection was already existing on the plot and this connection was registered in the name of N.A. No. 2. This service connection number happens to be the S.C. No. 410012306702. The old record also contains one energy bill of 1988 issued against this connection. So far as flat No. G-2 owned by N.A.3 is concerned, there is no dispute. This flat was sold by N.A. No. 3 to one Shri Lakhnikar & electric connection was decided to be obtained by the purchaser directly from MSEB. So flat No. G-3 of N.A. No. 3 was requiring a connection. As per concurrent version of the three non-applicants, the then existing S.C. No. 410012306702 was attached to flat No. G-3 in the name of N.A. No. 2. This is quite possible because already one connection was existing viz. S.C. No. 410012306702 in the name of N.A. No. 2 and this connection must have been transferred to flat No. G-3 on “as was as is basis” without replacing the name of N.A. No. 2 by the name of N.A. No. 3. Moreover, it has to be believed that flat No. G-1 of N.A. No. 2 got S.C. No. 41001589921 in the

name of N.A. No. 3 in the year 2001 because name of N.A. No. 2 was already appearing in S.C. No. 410012306702 which was meant for flat No. G-3. Otherwise also, according to us, once it is settled that S.C. No. 41001589921 is meant for flat No. G-1 which, in fact, is a reality evidenced by record, the only option left out for identifying the exact premises for S.C. No. 410012306702 is that of flat No. G-3.

The applicant has stated that both the sale-deeds dated 29.08.2001 & dated 09.11.2005 are containing a stipulation that flat No. G-3 was sold along with electric meter connection etc. This is a general type of a stipulation that appears in all such sale-deeds. This stipulation also does not indicate any specific service connection number.

As a matter of fact, no electric meter was existing for flat No. G-3 on 09.11.2005 when this flat was purchased by the applicant since the meter meant for this flat was already removed after permanent disconnection of power supply way back in March, 2003. There was a meter affixed to the flat No. G-3 when the erstwhile purchaser Shri Shivkumar Parihar purchased the flat on 29.08.2001 from N.A. No. 3. However, because the accumulated electricity charges of Rs. 10,263/- were not paid, the connection came to be permanently disconnected in March, 2003.

The applicant's representative has submitted that the applicant was enjoying supply of electricity at flat No. G-3 un-interruptedly since the date of purchase of this flat until 08.05.2006 when the power supply was abruptly disconnected temporarily without any notice to her and that the applicant was also regularly paying all the current bills issued in the

name of N.A. No.3 against S.C. No. 41001589921 and that this proves that her bonafides are clear and also that this connection was in reality meant for her flat No. G.3. We are of the view that mere payment of energy bills cannot in any way adversely affect the legal position.

What has happened in this case is that nobody including the applicant & also the non-applicants went into the intricacies of S.C. No. 41001589921 and of continuance of electric supply to flat No. G-3 until 08.05.2006 when power supply was disconnected by N.A. No. 1 on the complaint of N.A. No. 2 & 3. By temporarily disconnecting supply of power to flat No. G-1 of N.A. 2 through S.C. No. 41001589921, the power supply to flat No. G-3 was automatically stopped. The N.A. No.1, according to us, was duty bound to disconnect this power supply since the registered consumer viz. N.A. No. 3 made a written complaint on 08.05.2006. The N.A. No. 2 had also made a complaint on 08.05.2006 to the Executive Engineer, Congressnagar Dn., Nagpur bringing to him notice illegal/un-authorized use of power supply meant for his flat No. G-1 into flat No. G-3. Hereafter, started exchange of correspondence between all the parties. The applicant claimed that the S.C. No. 41001589921 was meant for flat No. G-3 & not flat No. G-1 while the three N.A.s categorically denied this claim of the applicant.

A point was raised by the applicant that no mention has been made of the exact flat number in the energy bills issued in respect of S.C. No. 41001589921. However, the CPL meant for this connection does indicate identification of flat No. G-1 for this connection.

An important point has been raised by all the three non-applicants that the present applicant is not the consumer of MSEDCL as she was neither the legal holder of service S.C. No. 410015489921 which was meant only for flat No. G-1 nor of connection No. 410012306702 which was installed for flat No. G-3 but was permanently disconnected in March, 2003 i.e. much before the applicant purchased flat No. G-3 and that she cannot, therefore, approach this Forum for redressal of her grievances. The applicant's representative has denied the say of the non-applicants stating that he has been receiving electricity at his flat No. G-3 and that this was in the knowledge of the non-applicants. He further stated that the N.A. No. 1 has restored power supply to his flat w.e.f. 05.06.2006 after getting convinced about his right as a bonafide consumer.

In this respect, it is necessary to have a look at the definition of word "consumer" made in Section 2 (15) of the Electricity Act, 2003, the text of which reads as under,:

““Consumer” means any person who is supplied with electricity for his own use by a licensee or the Government or by any 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 Govt. or such other person, as the case may be;”

In the instant case, the applicant has taken supply of electricity for her flat No. G-3 from the meter attached to a different flat i.e. Flat no. G-1. Such a drawal of electricity is

not at all lawful. All the three non-applicants have categorically emphasized that the applicant is abstracting power supply un-authorisedly. Hence, it follows that the applicant is not the lawful receipt of electricity at her flat No. G-3. The intent of the words “receiving electricity” appearing in the aforesaid definition essentially means “lawfully receiving electricity”. In view of above, while accepting the contentions of the non-applicants, we hold that the applicant is not the consumer of MSEDCL and that she has also no locus-standi to approach this Forum on this count.

The applicant’s representative, during the course of hearing, has produced a copy of No Objection Remarks of NA 2 & NA 3 dated 22.08.2003 given in respect of change of name of the erstwhile owner Shri Shivkumar Parihar in the record of Nagpur Municipal Corporation through a mutation and, relying on this NOC, strongly contended that the NA2 & NA3 did not at that time make a mention of any outstanding electricity dues against flat No. G-3 and hence, the say of NA2 & NA3 that there were unpaid electricity dues outstanding against flat No. G-3 gets falsified. He further stated that it was not flat No. G3 which was connected with S.C. No. 410012306702 as wrongly claimed by the non-applicants.

The NA2 & NA3 have denied the above contention of the applicant’s representative stating that the inference drawn by him is illogical.

The erstwhile owner Shri Shivkumar Parihar had applied to Nagpur Municipal Corporation on 22.08.2003 to effect a mutation in the Corporation’s record requesting for incorporation of his name as the owner of flat No. G-3 and the

NA2 & NA3 at that time have remarked on this application that they have no objection for recording the mutation. This NOC of NA2 & NA3 was restricted to mutation proposal in respect of record of the Corporation only. The application dated 22-08-2003 is not concerned with MSEDCL and as such, the inference drawn by the applicant's representative is not logical and correct.

The applicant's representative has also referred to the Jr. Engineer's letter, being letter No. 1387 dated 05.06.2006, and strongly contended that the text of this letter supports the applicant's claim that S.C. No. 410015489921 was pertaining to flat No. G-3. The Jr. Engineer had requested the applicant to effect change of name as per MSEDCL's rules. It is true that he did make a mention of S.C. No. 410015489921 which, in fact, was wrong. The NA No.1 in his written submission has amply clarified that the above-mentioned S.C. was pertaining to flat No. G-1 and not G-3. The Jr. Engineer's letter cannot, therefore, be taken as the final and conclusive finding. Moreover, the criterion of change of name is not at all applicable to the instant case, in as much as, change of name in a service connection presupposes existence of a connection as laid down in Regulation 10 of the MERC (Electricity Supply Code & Other Conditions of Supply) Regulations, 2005 here-in-after referred to as Supply Code Regulations. In this case, no connection was existing for flat No G-3 w.e.f. March, 2003. Hence, the applicant's claim for change of name in S.C. No. 41001589921 and the Jr. Engineer's above-referred letter dated 05.06.2006 are both misconceived. The applicant ought

to have been asked by the Jr. Engineer to apply for a new S.C. in June, 2006 itself.

In view of above, we find the notice dated 10.07.2006 issued to the applicant by NA No.1 denying her claim of receiving electricity from S.C. No. 410015489921 in reply to her letter dated 08.06.2006 is quite proper and legal.

It is also seen that flat No. G-3 had remained disconnected for a period of more than six months. Hence, re-connection without filing a fresh application for supply of electricity is not possible in the present case. This is clear from the provision contained in Regulation 6.5 of the Supply Code Regulations read with Regulation 7.2 of the MERC (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2005.

To sum up, submissions made by the three non-applicants are cogent, corroborative and convincing while the reasoning given by the applicant and various grounds of her arguments are not proper, just and legal.

Hence, no relief can be granted to her as per her prayers made in clauses (a) and (b) of her grievance application.

As regards recovery of arrear amount of Rs.10,263/- against the premises comprised in flat no. G-3, the applicant's representative submitted that the applicant is not liable to pay this amount since she was not at all responsible in any way for non-payment thereof and that this amount should be recovered from NA No 2 by following dues

procedure. The say of NA No. 2 & 3 in this regard is that the erstwhile occupant Shri Shivkumar Parihar was solely responsible for allowing accumulation of this arrear amount and also for non-payment thereof.

The contention of NA No. 1 is that these arrears are outstanding against the premises of flat No. 3 and hence, until they are paid, a new connection to flat G-3 of the applicant cannot be granted. Legal provision applicable in such a contingency is available in Regulation 10.5 of the Supply Code Regulations, the text of which reads as under:.

“Any charge for electricity or any sum other than a charge for electricity due to the Distribution Licensee which remains unpaid by a deceased consumer or the erstwhile owner / occupier of any premises, as a case may be, shall be a charge on the premises transmitted to the legal representatives / successors-in-law or transferred to the new owner / occupier of the premises, as the case may be, and the same shall be recoverable by the Distribution Licensee as due from such legal representatives or successors-in-law or new owner / occupier of the premises, as the case may be:

Provided that, except in the case of transfer of connection to a legal heir, the liabilities transferred under this Regulation 10.5 shall be restricted to a maximum period of six months of the unpaid charges for electricity supplied to such premises.”

Hence, in terms of this Regulation 10.5, the share of liability of the present occupant who is a new occupant of the said premises is restricted only to a maximum period of six months of the unpaid charges. Therefore, the applicant, as a

new occupant, will have to pay his share of liability that is transmitted to the premises viz. flat no. G-3. This he has to do when he applies for a new service connection for his flat No. G-3. This observation is made by us without prejudice to the right of the NA No. 1 to recover the outstanding amount by suit as laid down in Section 56 (1) of the Electricity Act, 2003.

The reliefs prayed for by the applicant in clauses (c) and (d) of her application thus stand disposed of accordingly.

The applicant has also demanded compensation of Rs.10,000/- (vide clause (e) of her prayer in the application) for arbitrary and abrupt disconnection of power supply to her flat No.G-3 without any notice and causing hardship etc to the applicant & her family. In this respect, since we have held above that the applicant was not legally entitled to receive power supply to her flat G-3 from the service connection meant for altogether a different flat, namely, flat G-1, question of considering her request for award of compensation does not arise at all. The same, therefore, stands rejected.

In the result, the present grievance application stands rejected.

Sd/-	Sd/-	Sd/-
(S.J. Bhargawa)	(Smt. Gauri Chandrayan)	(S.D. Jahagirdar)
Member-Secretary	MEMBER	CHAIRMAN
CONSUMER GRIEVANCE REDRESSAL FORUM		
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION CO LTD's		
NAGPUR URBAN ZONE, NAGPUR.		