

**Before Maharashtra State Electricity Board's  
Consumer Grievance Redressal Forum,  
Nagpur Urban Zone, Nagpur.**

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**Case No. CGRF (NUZ)/006/2005**

**Applicant** : Mrs. Kalyani Kiranrao Sable  
Flat No. 303, Impression Plaza,  
3<sup>rd</sup> Floor, Dhantoli,  
Congressnagar, T-Point,  
Nagpur.

**Non-Applicant** : Executive Engineer,  
**Congress nagar, Division,**  
(NUZ), MSEB., Nagpur.

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

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

**ORDER (Passed on 29.03.2005)**

The present application in the prescribed Schedule "A" is filed before this Forum by the applicant on 21.02.2005 as per Regulation No. 6.3 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulations, 2003 hereinafter referred-to-as the said Regulations.

The grievance of the applicant is about non-provision of permanent electricity connection by the non-applicant for her residential Flat No. 303 in Impression Plaza building in Dhantoli, Congressnagar, Nagpur.

The matter was heard by us on 22.03.2005 when both the parties were present. Both of them were heard by us. The documents produced by both the parties are also perused by us.

After receipt of the grievance application, the non-applicant was asked to furnish parawise comments on the applicant's application in terms of Regulation Number 6.7 & 6.8 of the said Regulations. The non-applicant, accordingly, submitted to this Forum his parawise remarks on 22.03.2005 i.e. on the date of hearing. A copy of this parawise report was given to the applicant on 22.03.2005 before the case was taken up for hearing and opportunity was given to her to offer her say on this parawise report also.

The applicant has contended that she owns a residential flat being flat No. 303, in Impression Plaza building constructed by the builder M/s. Nagarwala Constructions. According to her, she has already paid an amount of Rs.55,000/- to the builder on 19.05.2003 towards her proportionate share for erecting a Transformer but till date she has not been allotted a permanent domestic electricity connection by the non-applicant. She had applied to the to the non-applicant on 12.02.2004 for release of a

permanent domestic electricity connection to her Flat but no permanent connection is as yet released in her favour by the non-applicant. She has produced a copy of her application dated 02.12.2004 addressed to the non-applicant which is among the case papers. A copy of another application being application dated 13.02.2004 addressed to the non-applicant is also produced by her. The applicant has stated in her application dated 13-02-2004 that an amount of Rs. 55,000/- is already paid by her to the builder on 19.05.2003. A copy of payment receipt issued by the builder was also sent by her to the non-applicant alongwith her application dated 13.02.2004. She has also produced before us a copy of notice-cum-letter dated 29.10.2003 addressed to the builder namely M/s. Nagarwala Constructions, Nagpur by which she had requested the builder to execute the sale-deed of her residential flat No. 303 as also other compliances and also resolve her grievances. It is her contention that the temporarily electricity connection given by the non-applicant for her residential flat may be converted into a permanent one. During the course of hearing, she has referred to Regulations No. 4.1 of the Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Condition of Supply) Regulations, 2005 hereinafter referred-to-as the Supply Code Regulations and contended that she had applied to the non-applicant for a permanent electricity connection for her residential flat and further that the non-applicant is duty-bound under the Supply Code Regulations

to give permanent electricity connection to her flat. She added that the no objection certificate asked for by the non-applicant is not necessary since the Supply Code Regulations nowhere provides for production of such a NOC from the builder. The applicant has also produced copies of possession letter dated 19.09.2000 from the builder and also a copy of the agreement of sale executed by her with the builder on 13.02.1997.

The non-applicant has contended in his parawise report that the applicant did apply to him for a new domestic connection on 13.02.2004. This connection has been sought for the applicant's flat in the building named as Impression Plaza at Congressnagar Nagpur. This building is a scheme of the builder M/s. Nagarwala Constructions. This builder asked for as many as 41 number of connections + 2 common meter connections in this building including the connection asked for by the applicant. A detailed projected load of electricity for the building was calculated as per standard norms and it came to be 178 KW. It is his say that since it was not possible to cater for the above load from the existing distribution net work, a new distribution net work was proposed for the building by making a provision for a 315 KVA Transformer alongwith HT /LT lines / cable. The total cost of erection of this Transformer etc. was estimated to be Rs. 7,07,400/-. The estimate was proposed under Outright Contribution Scheme under 15% supervision charges implying that the work of erection of the Transformer, lines /cable etc. will be carried out by the builder under

supervision by the MSEB and that 15% supervision charges will be paid by him to the MSEB. The estimate was sanctioned by the Chief Engineer NUZ on 31.03.2003. A demand note of Rs.85,649/- towards 15% supervision charges was issued to the builder and accordingly, he paid the amount on 28.05.2003. The non-applicant has produced a copy this sanctioned estimate and of document of payment by the builder which are among the case papers. As the builder had shown willingness to do the work and had also paid 15% supervision charges, a demand note for eleven number of connections including the applicant's connection was considered by the non-applicant from the existing net work for the occupants of the building. The connections were to be given only after receipt of NOC and possession letter from the builder. Accordingly, six connections out of eleven were released. Three occupants out of remaining five had paid the amounts but were not connected and the remaining two occupants including the present applicant did not pay the proportionate share and hence they were not connected. It is the contention of the non-applicant that the work of erection of Transformer has not been taken up by the builder ever after lapse of two years and his intentions seem to be doubtful. As such, no further regular and permanent connection has been issued after initial consideration of six number of connections. The non-applicant expressed apprehension that if he gives new connections in that building one by one, it would add more load on the existing net work and may adversely affect the supply position of all

the nearby consumers by way low voltage / interruption etc. Commenting upon the say of the applicant that she has already paid her proportionate share of Rs. 55,000/- to the builder, the non-applicant stated that the terms of agreement between the applicant and the builder are not known to him. He added that if the builder carries out the work as per estimate and gets approval from the Electrical Inspector regarding charging of Transformer, all the connections including the permanent connection of the applicant in the building can be released. He has also stated that the MSEB Chief Engineer NUZ consented to give a temporarily connection in the residential flat of the applicant on humanitarian ground considering the plea of the applicant that she is staying alone alongwith her young daughter and that her husband is an Officer with the Border Security Force and is normally staying away from home. It is his say that the said temporary connection is still continuing and as far as her domestic connection is concerned, she is not living in dark.

Commenting upon the statement made by the non-applicant in his parawise report regarding temporary connection, the applicant has argued that the temporary connection was given to her by the non-applicant considering the present capacity of the existing distribution net work and hence there should be absolutely no objection to convert her temporary connection into a permanent one. She further stated that the non-applicant has already recovered from her the cost of service wire, meter cost etc, while giving a

temporary connection to her. She prayed that her temporary connection may be converted into a permanent connection. During the course of hearing, the applicant produced a copy of Judgment given by the Hon. High Court of Judicature at Bombay, Nagpur Bench Nagpur in a writ petition being the writ petition number 2559 / 2004, given on 15.07.2004. Relying on this Judgment, the applicant contended that the non-applicant shall be duty-bound to provide the essential supply of electricity without insisting upon production of a No Objection Certificate from the builder. According to her, the non-applicant has no authority to ask for a No Objection Certificate from the builder while giving a permanent electricity connection to the applicant. She has also claimed compensation as per the provisions laid down in the Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2005 here-in-after referred-to-as the Standards of Performance Regulations.

We have carefully gone through the entire record of the case, all the documents produced by the both the parties as well as all the submissions made before us by them.

The main issue to be decided in respect of the grievance in question is whether the non-applicant is duty-bound to provide a new domestic permanent connection to the applicant as requested for by her looking to the

circumstances of the case. The building Impression Plaza at Congressnagar, Nagpur is a scheme of the builder M/s. Nagarwala Constructions.

The applicant has already produced a copy of agreement of sale executed between her and the builder on 13.02.1997. Clause (5) of this agreement stipulates the following “ It is agreed between the parties that the above-mentioned cost of the shop / apartment is exclusive of the electricity connections and water connection and the party number 2 i.e. the present applicant further agrees to bear the proportionate share for fixation of Transformer for the supply of electricity to the scheme by the MSEB. Also the MSEB charges, deposit of meter with electrification including common meter will be borne by party number 2”. This implies that the applicant has to bear the proportionate share for erecting an electrical Transformer and allied works. The applicant has contended that she has paid an amount of Rs.55,000/- to the builder towards her proportionate share of cost for erection of a new Transformer and allied works while the non-applicant says that the builder has not yet taken-up the work of erection of electrical Transformer and as such no permanent can be released. We are inclined to accept the say of the non-applicant to the effect that if he starts giving new connections in the building in question, one by one, without creation of adequate and appropriate electrical infrastructure, his action may adversely affect the electricity supply position of all the nearby consumers by way of low



voltage / interruption. It is also clear that the builder has not yet erected the electrical Transformer although he initially agreed to set up the same. The reasons for this non-action aspect on the part of the builder are not known to us neither do we have any lawful jurisdiction to go into this non-action aspect on the part of the builder. Since the needed electrical infrastructure in the shape of a new 315 KVA Transformer alongwith allied HT/LT lines / cable is not yet provided by the builder though promised by him, the non-applicant cannot be held responsible for not providing the connection asked for by the applicant. It is pertinent to note that the applicant had sent a notice-cum-letter dated 29.10.2003 to the builder M/s. Nagarwala Constructions asking him to execute the Sale-deed, installation of the electricity meter, installation of the Lift, deal with the problem of seepage and to resolve all her grievances within a period of one month from the date of receipt of this letter-cum-notice. A copy of this notice is produced by the applicant. This letter or notice given by the applicant to the builder amply demonstrates that the applicant has held the builder responsible for the non-action of not providing electricity meter etc to the applicant's flat. She has also stated in this letter-cum-notice that she has performed her part of the contract and complied with all the terms and conditions as stipulated in the agreement of sale dated 13.02.1997. She has also stated that the entire consideration has been paid by her to the builder. This means that the real dispute is between the applicant and the builder. Hence holding the non-applicant

responsible for the non-action on the part of the builder in respect of non-erection of electrical Transformer etc will not be proper, correct and legal. The applicant has quoted the ruling given by the Hon'ble High Court Bombay Bench at Nagpur. A copy thereof is also produced by her during the course of arguments Relying on this ruling, she has contended that the non-applicant can not insist upon production of a No Objection Certificate from the builder. We have carefully gone through the text of the Judgement. A writ petition, being petition number 2559/2004, was filed by a tenant seeking a limited relief that the respondent MSEB should not insist upon a No Objection Certificate from the landlord before providing electricity connection. This seems to be a case between a tenant and a land lord to which the provisions of the Maharashtra Rent Control Act, 1999 were applicable. The facts of the present case are different from the facts of the writ Petition quoted by the applicant. In the instant case there is no relationship of a landlord and a tenant between the builder and the applicant as would be evident from the contents of the agreement of sale produced by the applicant. In the instant case, there were certain obligations to be fulfilled by the applicant and by the builder in terms of the agreement of the sale dated 13.02.1997. The applicant's contention is that she has fulfilled her obligations while the builder has failed to comply with his part of obligations. This therefore clearly demonstrates that the applicant has a grievance against the builder. The notice /

letter dated 29.10.2003 issued by the applicant to the builder also supports this view.

The applicant has also referred to the Regulation number 4.1 of the Supply Code Regulations. However, according to us, the word applicant mentioned in Regulation number 4.1 of Supply Code Regulations refers to the builder in the present case and not the applicant looking to the circumstances of the case, various aspects of the agreement of sale produced by the applicant and also looking to the contentions made by the non-applicant that the builder was to erect a new electrical Transformer under the scheme of outright Contribution Scheme which he did not set up. Question of awarding compensation to the applicant in terms of Standards of Performance Regulations does not, therefore, arise in the present case because again it was the builder's responsibility to erect a new electrical Transformer.

The non-applicant has already given a temporarily electricity connection to the applicant on humanitarian ground and the applicant is not staying in dark. As stated by us, the non-applicant cannot be held responsible for the non-action on the part of the builder in respect of provision of a new electrical Transformer. The applicant may, if she chooses to do-so, approach the appropriate District Consumer Forum or may resort to any other legal remedy for getting an appropriate direction for the builder to erect the Transformer etc. so as to enable the

non-applicant to fulfill his obligations in a legal manner. The non-applicant's contentions are convincing and they deserve to be accepted. The non-applicant, in fact, has given a promise that he will release all the connections in the building in question immediately after erection & commissioning of the said Transformer by the builder.

In the light of above, we are unable to give the relief asked for by the applicant. The applicant's grievance application is, therefore, disposed of accordingly.

**(Smt. Gauri Chandrayan)**  
**MEMBER**

**(S.D. Jahagirdar)**  
**CHAIRMAN**

**M.S.E.B.'S CONSUMER GRIEVANCE REDRESSAL  
FORUM, NAGPUR URBAN ZONE, NAGPUR.**