

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

(Appointed by the Maharashtra Electricity Regulatory Commission
under Section 42(6) of the Electricity Act, 2003)

REPRESENTATION NO. 6 OF 2025

In the matter of Change of Name in the electricity bill

Gazala Hanif Usman Shaikh Appellant
(No. 639-420-005)

V/s.

Brihanmumbai Electric Supply & Transport Undertaking Respondent No. 1
G/North (BEST Undertaking)

Farheen Kochra.....Respondent No. 2

Mohammed Shameem Khan & Mrs. Rizwana Khan.....Respondent No. 3

Appearances:

Appellant : 1. Gazala Hanif Shaikh
2. Khalid Usman Shaikh, Rep.

Respondent No. 1: 1. Sunil S. Gawade, Divnl. Engineer CC-G/N
2. R. K. Kamble, Superintendent.
3. K. S. Popere, AO


Respondent No. 2: 1. Farheen Kochra Khan
2. Tauqir Khan, Rep.

Respondent No. 3: Mohammed Shameem Khan

Coram: Vandana Krishna [I.A.S. (Retd.)]

Date of hearing: 15th April 2025

Date of Order: 30th May 2025


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ORDER

This Representation was filed on 20th February 2025 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 27th December 2024 in Grievance No. GN-508-2024 passed by the Consumer Grievance Redressal Forum, BEST Undertaking (the Forum). The Forum has dismissed the grievance.

PREAMBLE

- A. The Appellant, Gazala Hanif Usman Shaikh purchased the 'pagadi' premises at Block No. 3, Gr. Floor, Plot M-16, Madina Mansion, St. Michael Church, St. Michael School Road, Mahim, Mumbai – 400 016 (admeasuring 330 sq.ft) on 08/04/2004 from Shabbir Usman Shaikh for the consideration amount of Rs.5,36,000/-. All rights, title and interest in respect of the said premises were transferred to the Appellant and she became the absolute owner/ occupant of the said premises. *[Note: During the hearing it was clarified that she was the pagadi tenant, and not the 'owner / landlord'.]* This is a G + 3 storey building.
- B. The disputed premise is situated on the ground floor of the building known as Madina Mansion. The landlord of this building is Mohammed Shameem Khan, the Respondent No. 3 in the instant case. This means that the Appellant is the tenant on pagadi basis, and the ownership of this premise has been changed a number of times. This is also proved from the fact that the date of electric supply to the said premises is from 15.07.1959.
- C. The electricity connection was in the Appellant's name since the year 2010 and a copy of the March 2010 electricity bill is on record reflecting her name.
- D. Due to financial reasons, the Appellant sublet this premise in October 2020 to Respondent No. 2, Farheen Kochra for a monthly rent of Rs.22,000/-. The Appellant and her daughter are currently residing at her brother's place at Grant Road, Mumbai.


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E. The events of the premises are tabulated as below:


Original Consumer		Purchased on	Date of Electric Supply	Cons. No.	Sanct. Load	Change of name	Address on bill
Gazala Hanif Usman Shaikh	Block No. 3, Gr. Floor, Plot M-16, Madina Mansion, St. Michael Church, St. Michael School Road, Mahim	08/04/2004 from Shabbir Usman Shaikh	15-07-1959	639-420-005	1 KW	2010	R; Floor:1 ; W; Plot:M 16 F, Madina Mansion, St. Michael School Road, St. Michaels CLY, Mahim Church, Mahim
New Consumer (Tenant)		Leave & License	Date of Change of Name	New Cons. No.		Address corrected	Date of Inspection
Farheen Kochra	Room No. 3, Gr. Floor, Plot M-16, Madina Mansion, St. Michael Church, St. Michael School Road, Mahim	01-10-2020 to 31.08.2021	09-07-2024	639-420-006		21-08-2024	11-09-2024

F. As per the landlord, no permission was taken from him to sublet the pagadi premises. *(This was not denied by the Appellant.)* A case was filed by him for eviction and termination from the suit premises against both the parties in Small Causes Court. **RA E Suit No. 725 of 2023**. Till date no order has been passed for eviction and termination.

2. The Appellant being aggrieved with the Forum's order dated 27.12.2024 has filed this representation. A hearing was held on 15.04.2025 wherein all the parties were physically present. Parties were heard at length. The Appellant's submissions and arguments are stated in brief as below: - *[The Electricity Ombudsman's observations and comments are recorded under 'Notes' where needed.]*

(i) The Appellant is the 'owner' *[actually the earlier pagadi tenant]* of the above-mentioned premises (Block No. 3, Gr. Floor, Madina Mansion) from 08.04.2004 by way of an Agreement of Assignment as given below:


✓ *There was an Agreement of Assignment entered on 08.04.2004 between **Shabbir Usman Shaikh**, residing at **Madina Mansion @ Arab Madina CHS, Block No. 3, L.J. Road, Mahim, M-16**, hereinafter called the **Assignor** and **Mrs. Gazala Usman Shaikh** aged 35 years residing at 316/320, Kanta Mansion 'C' Block, Plot No. 16, 4th floor, Opp. Shalimar Talkies, Maulana Shaukat Road, Grant Road, M-7, hereinafter called the **Assignee**.*


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- ✓ *The Assignor had taken from Mr. Joseph F. Rodrigues by way of an Affidavit, Sale Agreement & Power of Attorney dated 11.12.2003 the said premises of about 330 sq.ft.at Madina Mansion and since then he was in exclusive use, occupation and possession of the said premises.*
- ✓ *The Assignor sold, transferred, assigned and relinquished all his rights, title and interest in respect of the said premises in favour of the Assignee and in consideration of agreed amount of Rs.5,36,000/-.*
- ✓ *Upon receipt of the above amount, the Assignor handed over vacant peaceful physical possession of the said premises with all its documents to the Assignee.*
- ✓ *The Assignor declares that the said premises is free from all encumbrances, lein, mortgage, charge, action, or litigation and has a clear marketable title.*
- ✓ *The Assignor has no objection for transfer / regularisation of the said premises, membership of society and water and electric connection / meter in the name of Assignee.*
- ✓ *The Assignee shall become absolute owner/ occupant of the said premises hereafter.*

- (ii) The electricity connection (No. 639-420-005) had been registered under the Appellant's name since 2010. *[A copy of the bill of March 2010 is on record.]* She has also provided rent receipts of Rs.400/- per month from the landlord, the Respondent No. 3 for March and April 2004. The Appellant maintained possession of the said room from 2004 until September 2020.
- (iii) With no source of income, the Appellant sublet the premises to Respondent No. 2, Farheen Kochra, in October 2020 for a monthly rent of Rs. 22,000/- for the period from 01/10/2020 to 31/08/2021. A Leave and Licence Agreement was entered into by the Appellant (Licensor) and the Respondent No. 2 (Licensee) on 06/10/2020. *[Note: The address of the said premises mentioned in the agreement is 1st floor, Plot M16, Madina Mansion, St. Michael School Road, St. Michael Colony, Mahim Church, Mahim, Mumbai 400 016.]*



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The main points of the Leave and Licence Agreement are stated below: -

- *The Licensee has deposited with the Licensor a sum of Rs. 50,000/- as interest free refundable security deposit.*
- *The Licensee shall pay Rs. 22,000/- as rent per month.*
- *The Licensee shall pay the electricity charges as per the consumption during the period of this agreement separately by using authorised electricity connection.*
- *It is specifically agreed between the parties that the licensee is the mere licensee only, and shall not under any circumstances transfer wholly or partly the benefits of the license to any other person/s.*
- *The licensee shall use the facility of leave and license in the said room premises as a mere licensee, and shall not claim any right such as tenancy, sub-tenancy, etc. in respect of the said premises.*
- *The licensee shall use and occupy the said premises as a person of ordinary prudence, and shall not cause any annoyance, disturbance to the licensor in any manner of whatsoever nature.*
- *That the licensee shall not obtain ration card, election identity card, PAN CARD, passport, credit card, bank account, etc. on the address of the above said premises.*
- *The use of the said premises is hereby allowed by the licensor strictly on the basis as permitted under Section 13-A-2 of the Bombay Rent Act, Agreement of license herein contained shall be conclusive evidence of the facts mentioned herein. The provision of the said Section 13-A-2 shall supersede any of the provisions of this agreement.*


- (iv) The Respondent No. 2 made a payment of Rs. 66,000/- towards rental charges for three months. However, the receipt drafted by Respondent No. 2 was incorrectly worded for Rs. 65,000/-, and the Appellant mistakenly signed it without making the necessary correction. Additionally, rental payments were not made regularly,


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suggesting an intent to unlawfully take possession of the property. As a result, multiple legal cases were filed between the parties.

- (v) **The Respondent No. 2 applied for change of name of the electricity connection vide Requisition No. 8944568 dated 09.07.2024. No NOC was taken from the Appellant and various court cases are pending against the Respondent No. 2 for eviction from the suit premises.** The Respondent No. 2 submitted this application for change of name without knowledge of the Appellant. Multiple court cases concerning the Respondent No. 2's eviction from the suit premises were pending at that time. [The specific details and disputes related to these cases are charted subsequently]
- (vi) A legal notice (objection) from the Appellant's advocate (namely Legal India Advocates & Solicitors) was issued to Respondent No. 1(BEST) for illegal change of name done as Farheen Kochra having new electricity A/c. No. 639-420-006 in place of Appellant's A/c. No. 639-420-005. In addition, the Respondent No. 3, Mohammed Shameem Khan, the landlord has issued a certificate dated 28.08.2024 that no NOC was given to Farheen Kochra for change of name of electric connection. The Respondent No. 2 Farheen forged a letter addressed by the Landlord to the Appellant with his signature, giving permission to sublet the said premises to Respondent No. 2, which the landlord had never issued. A forensic report of his signature is submitted by the Respondent No. 3 i.e. the landlord, which is in favour of the landlord. The Respondent No. 1 raised a dispute flag in its system to this account; however, this dispute flag was removed immediately without taking any cognizance of the pending court cases and objections from the Appellant as well as the Respondent No. 3, the landlord.
- (vii) The Respondent No. 2, misrepresenting the order of the courts to various authorities, and using the forged documents, applied for transfer of electricity meter in her name, and that too with an incomplete application where all the compulsory documents were not annexed to the application.


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(viii) Using this electricity bill, Respondent No. 2 submitted multiple applications to various authorities and changed the address on her Aadhaar Card, Ration Card, and PAN Card without the Landlord's permission. **At the time, there was only an ad-interim order preventing her dispossession without due legal process, granted on humanitarian grounds.**

(ix) The Appellant mentioned various court cases which are in process. The details of the Suits Filed and their Orders Passed are as below:


(a) Hon'ble Court of Small Causes at Mumbai: **L. D. Suit No. 31 of 2021 (Order dt.09.03.2021 below Exhibit 9):** The suit was filed by Ms. Farheen Kochra seeking the cancellation of the Leave and License Agreement. An injunction was granted, restraining the Appellant from enforcing the Leave and License Agreement and from forcibly dispossessing Ms. Farheen Kochra. The court directed the defendant (Gazala Hanif Usman Shaikh) as below:

“The defendant is restrained from forcible dispossessing, entering into the suit premises without permission of the plaintiff and causing any injury or harm to the plaintiff and her two minor children by interfering with the peaceful possession of the plaintiff in the suit premises either himself or through any other person till the disposal of injunction notice.

2. Issue show cause notice to the defendant as to why temporary injunction should not be granted in favour of the plaintiff R/on 31st March, 2021.

3. If, the defendant feels aggrieved by this Order then, she is at liberty to move this Court any time on any working day after giving written advance notice to the plaintiff.”


(b) **LD Suit No. 31 of 2021:** The Respondent No. 2, Farheen filed this suit for the return of a security deposit amounting to Rs.6,50,000/-. However, the alleged receipt was forged. The advocate on record made a statement that the Appellant would deposit Rs. 6,50,000/- to facilitate the Respondent's


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vacating of the premises. The following day, without informing the Appellant, the Respondent No. 2 withdrew the said suit.

- (c) Hon'ble Small Causes Court: **LC Suit No. 78 of 2022**: The Appellant filed this suit seeking the eviction of Ms. Farheen Kochra from the suit premises on the grounds of illegal possession. The matter is currently pending at the stage of evidence submission.
- (d) Hon'ble Magistrate of First Class: **CC No. 141/SW/2022**: The Appellant filed a complaint against Ms. Farheen Kochra for forgery and cheating, alleging she falsified a Promissory Note and used it to deceive the Appellant. The prayer under **Section 156(3) Cr.P.C.** for registration of an FIR was rejected, but proceedings under **Section 200 Cr.P.C.** remain pending
- (e) Hon'ble Small Causes Court: **R.A.E. Suit No. 725 of 2023**: This suit was filed by the Landlord against both the Appellant and the Respondent seeking eviction from the suit premises. As of date, no order for eviction or termination of the Appellant's tenancy has been passed, thus confirming that the Appellant remains the original tenant of the suit premises.
- (f) Hon'ble Small Causes Court: **R.A.D. Suit No. 517 of 2023**: **The suit was filed by Ms. Farheen Kochra seeking a declaration as a tenant. However, no final order has been passed, except an interim injunction restraining the Landlord and Appellant from disturbing the Plaintiff's possession without due process of law. There is no order formally declaring her as a tenant or permitting the transfer of personal documents in her name. Accordingly, the change of the electricity meter's registered name on the basis of this interim order is unjustified.**
- (x) No Court has passed any order regarding the following:
 - 1. No court has ruled that the Appellant's tenancy has been terminated. The Landlord has confirmed that the Appellant remains the tenant.


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2. The Landlord has confirmed that the Respondent No. 2 is an illegal occupant of the premises.
3. No court has granted authorization for transferring any document to the Respondent's name.
4. **Erroneous Electricity Meter Transfer:** Officer **Gyaneshwar Thamke** of **BEST** admitted before **the Forum** that he mistakenly transferred the electricity meter to the Respondent No.2 (**Farheen Kochra**).

- (xi) The Respondent No. 2 has engaged in various deceptive tactics, including making false allegations against the concerned officers to facilitate unlawful actions. This modus operandi was utilized to secure the unauthorized transfer of the electricity bill into her name, despite multiple civil cases pending against her. The action of Respondent No. 1 (BEST) in executing this transfer was not only unlawful but also in violation of the principles of natural justice in view of the Appellant being a widow with no source of income.
- (xii) In light of the above, the Appellant prays that the electricity bill for the said premises be reinstated in the Appellant's name as originally recorded. Additionally, appropriate legal action should be taken against Respondent No. 2 for her fraudulent actions.

3. The Respondent No. 1 BEST submitted its reply dated 19th March 2025. Its submissions and arguments are stated as below:


- (i) According to BEST's OLCC records, Meter No. E174404, associated with Account No. 639-420-005, was installed under the name of Ms. Gazala Hanif Usman Shaikh at the premises located at R:, Floor-1, Plot: M 16 F, Madina Mansion, ST Michael School Road, St Michaels Colony, Mahim Church, Mahim, Mumbai - 400016.
- (ii) On 09-07-2024, BEST's Customer Care (G/North) Ward received an application from Ms. Farheen Kochra (Subtenant) requesting for a name change on the electricity bill for Account No. 639-420-005, replacing the previous name of Ms.


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Gazala Hanif Usman Shaikh (Tenant) with her own. The application was supported by documentary evidence, including a Court Order, Aadhar Card, and PAN Card. *[Note: It is a court order of the Bombay City Civil Court in Suit No. 1901 of 2021 Notice of motion No.968 of 2021 dated 17.03.2022, basically directing the Defendant (Gazala Hanif Shaikh) not to forcibly dispossess the Plaintiff (Farheen Kochra).]* It was accepted under ID No. 8944568, approved by Shri D.S. Thamke, AAO CC (G/N), and duly processed. Consequently, a new Account No. 639-420-006 was created in the name of Ms. Farheen Kochra (Subtenant), replacing the old Account No. 639-420-005.

- (iii) While processing the change of name application, as per Procedure Order No. 236 of BEST Undertaking, the applicant is required to submit any one of the documents listed under Sr. No. 1 to 21 in the absence of a consent letter from the registered consumer. However, in this case, the name change in the electricity bill was executed based on the Hon'ble City Civil Court at Mumbai Order dated 17/03/2022. *[Note: As recorded earlier, this was an order not to forcibly dispossess Farheen Kochra without following the due process of law.]*
- (iv) The new consumer, Ms. Farheen Kochra (A/c No. 639-420-006), subsequently submitted an application for a change of address via her letter dated 21.08.2024. *[She applied for address correction from 1st floor to ground floor.]* Additionally, she requested the placement of a 'Dispute Flag' on her electricity bill for A/c No. 639-420-006 through her letter dated 23.08.2024. *[Note: Actually, the premises was under dispute from 2021. However, the Respondent No. 2 Farheen applied for a dispute flag to be installed in September 2024, as soon as the name change in her favour was executed in July 2024.]*
- (v) Subsequently, on 30.08.2024, the previous electricity consumer, Ms. Gazala Hanif Usman Shaikh (Tenant, Old A/c No. 639-420-005), raised an objection to the change of name in the electricity bill. She contended that the name change was executed without the No Objection Certificate (NOC) from the landlord and the original tenant, Ms. Gazala Hanif Usman Shaikh.


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- (vi) The new consumer, Ms. Farheen Kochra (Sub-tenant, A/c No. 639-420-006), also submitted a complaint letter dated 06-09-2024 to BEST's GM office. In response, the SSGM remarked that a dispute flag should be raised, the address should be verified, and necessary changes should be made if required. In case of any dispute, the matter should be referred to BEST's Legal Department for legal advice.
- (vii) As per the remarks, a site inspection was conducted on 11.09.2024 at the premises of the new consumer, Ms. Farheen Kochra (Sub-tenant, A/c No. 639-420-006), in response to her address correction application. According to the inspection report, Ms. Kochra was physically occupying the premises, and Electric Meter No. E174404 was installed at Room No. 3, Ground Floor of Madina Manzil. However, the electricity bill reflected the address as Floor-1, Plot-M 16, Madina Mansion, St Michael School Road, St Michaels Colony, Mahim Church, Mahim, Mumbai - 400016.
- (viii) Consequently, an address correction request under ID No. 9027006 was processed on 01.10.2024 to rectify the billing address. Additionally, to ensure accurate records for future recovery of any outstanding dues related to the premises, an update was required in the master data to eliminate any discrepancies in the installation address. Accordingly, an address correction request under ID No. 9054282 was registered on 04.10.2024 for the correction of the power supply address. *[Note: All the above averments from para 3 (iv) relating to correction of address from the 1st floor to Ground Floor are irrelevant to the main issue, which relates to change of name.]*
- (ix) Furthermore, on 11.09.2024, a request under ID No. 9029452 was registered and processed, placing a 'Dispute Flag' on the electricity bill for A/c No. 639-420-006. Subsequently, via her letter dated 26.09.2024, Ms. Kochra requested BEST Undertaking to remove the dispute flag from her electricity bill account.
- (x) Accordingly, ID No. 9049704 was registered and processed on 30-09-2024. Subsequently, via her letter dated 30-10-2024, Ms. Farheen Kochra (Sub-tenant, new A/c No. 639-420-006) requested BEST Undertaking to reinstate the dispute flag on her electricity bill account (A/c No. 639-420-006). Consequently, ID No.


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9107642 was registered on 14-11-2024 and processed on 18-11-2024. *[Note: It is surprising that a consumer herself is requesting for a 'dispute flag', which is actually an internal administrative procedure of BEST.]*

- (xi) The landlord, Mr. Mohammad Shameem Khan also filed a complaint regarding the name and address change, through his letters dated 21.09.2024 and 04.10.2024, respectively. An earlier letter dated 24.08.2024 (inward on 25.09.2024) was submitted by Ms. Farheen Kochra (Sub-tenant, new A/c No. 639-420-006), alleging that Mr. Mohammad Shameem Khan was dispatching letters containing false and baseless allegations to the BEST office regarding the registered new consumer (A/c No. 639-420-006).
- (xii) An opinion was sought from BEST's Legal Department regarding the 'change of name' effected based on the Court's Order. Considering the factual and legal aspects of the case, BEST's Legal Department informed Customer Care (G/North) Ward as follows:

"In view of the above factual and legal position, as requested and required by the new consumer, the action taken by the User Department to change the consumer's name is deemed valid. However, this remains subject to further developments or court orders in the pending related matters. As per the existing procedures, the dispute tag issue may be addressed and processed accordingly by the User Department."

- (xiii) In November 2024, Ms. Gazala Hanif Usman Shaikh (Tenant) filed a complaint with the Forum under Grievance No. GN-508-2024, dated 08/11/2024, regarding the change of name in favor of Ms. Farheen Kochara. As per Forum's Order dated 27-12-2024, the case was dismissed with the following remark:


"8.0 Hence, as per clause no. 7.9 (e) (iii) of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020, the Forum has concluded that retransferring


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the electricity bill to the complainant's name would be a futile exercise, especially as she is not in possession of the premises and multiple litigations between the involved parties are pending in court. Therefore, in order to maintain judicial discipline, it is appropriate to maintain status quo until further orders from any Hon'ble Court."

- (xiv) Details of various court cases and orders related to Ms. Gazala Hanif Usman Shaikh (Tenant), Ms. Farheen Kochara (Subtenant), and Mr. Mohammad Shameem Khan & Mr. Rizwan Khan (Landlords) are as follows:
- (a) **Bombay City Civil Court, Mumbai: Order in Notice of Motion No. 968 of 2021, CNR No.: MHCCO1-003058-2021, Suit No.: 1901 of 2021, Date: 17th March 2022**
 - (b) **Bombay City Civil Court, Mumbai: Order in Notice of Motion No. 1805 of 2021, CNR No.: MHCCO1-005917-2021, Suit No.: 1901 of 2021, Date: 17th March 2022.**
 - (c) **Bombay City Civil Court, Mumbai: Chamber Summons No. 138 of 2021, CNR No.: MHCCO1-000823-2022, Suit No.: 1901 of 2021, Date: 17th March 2022.**
 - (d) **Court of Small Causes, Mumbai: Order below Exh. 9 in R.A.D. Suit No. 517 of 2023, Date: 6th May 2023.**
- (xv) As per BEST's Procedure Order No. 236, dated 03.05.2017, under Para 3.2, a consent letter from the transferor or any one of the 21 listed documents is required to process a change of name application for an electricity bill. In this case, the documents submitted by Ms. Farheen Kochra were found to be in order, proper, and sufficient for processing the name change. *[Note: This averment is contradictory to BEST's averment in para 3 (iii) that "in this case, the name change was executed based on the Hon. Court order dated 17.03.2022."]*
- (xvi) As per BEST Undertaking's Terms & Conditions of Supply & Schedule of Charges under Section 2.9, the applicant is responsible for submitting correct and genuine


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documents, and the onus of their authenticity lies solely with the applicant. If the complainant suspects that any documents are forged, they may lodge a complaint with the competent authority and seek an appropriate order regarding the matter.

- (xvii) Furthermore, as per the MERC Practice Direction issued on 26.12.2023, it has been clarified that the issuance of an electricity bill in the name of an owner or occupier does not serve as proof of ownership or occupancy of the premises. Judicial observations state that legal rights concerning disputed immovable properties must be determined by the relevant parties following the due process of law and cannot be decided solely based on electricity supply records.
- (xviii) Therefore, the Respondent No. 1 prays that the Hon'ble Electricity Ombudsman pass an appropriate order in the case.

4. The submissions and arguments of the Respondent No. 2 Farheen Kochra are stated below: -

- (i) The Respondent No. 2 submits that she has been in lawful possession of the premises (Block No. 3, Ground Floor, Madina Mansion) since 01/10/2020, and has been residing there with her family, including her minor children. She asserted that the complainant voluntarily transferred possession of the said premises and signed a Promissory Note cum acknowledgement receipt for Rs. 6,50,000/- with the consent of her landlord, Respondent No. 3. However, the Appellant allegedly forged the Promissory Note via electronic means, altering the amount to Rs. 65,000/- and repeatedly changing her statements, including denying her signature on the document. It was only after the current consumer submitted the Promissory Note along with a forensic report before the Hon'ble City Civil Court that the Appellant purportedly forged the original Rs. 6,50,000/- note into a receipt for Rs. 65,000/-.
- [Note: The Respondent No. 2 seems to be implying here that she occupied the premises based on a "promissory note". The concept of a promissory note in financial instruments differs entirely from its application in the present case. Therefore, the wording typically used as promissory note is not applicable here.]*


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- (ii) The Respondent No. 2 filed a L.D. Suit No. 31 of 2021 in the Small Causes Court on 05.03.2021 which was registered on 09.03.2021 for refund of security deposit of Rs.6,50,000/-. [Note: Here the Respondent No. 2 is implying that she had paid an amount of Rs. 6.5 lakhs as security deposit.] Immediately, the Respondent No. 2 also filed an application for urgent relief by ad-interim injunction in the Court of Small Causes at Mumbai against Gazala Hanif Shaikh for trying to enter forcibly in the suit premises. The Hon'ble Court by its order dated 09.03.2021 has directed as below:

“1. The Defendant is restrained from forcible disposing, entering into the suit premises without permission of the plaintiff and causing any injury or harm to the plaintiff and her two minor children by interfering with the peaceful possession of the plaintiff in the suit premises either himself or through any other person till the disposal of injunction notice.”

Hence, this order has clearly protected the legal possession of the Respondent No. 2 from 01.10.2020 onwards.

- (iii) The Respondent No. 2 also filed a Suit No. 1901 of 2021 in the City Civil Court Mumbai (under Specific Relief Act) on 09.03.2021 which was registered on 05.10.2021 for cancellation of an instrument and for grant of perpetual injunction. A Notice of Motion No. 968 of 2021 was passed on 17.03.2022 where on 21/08/2021 the defendant has made statement at bar that she is not going to make use of suit document and shall not take any steps for forcible dispossession of the plaintiff. Said statement was recorded as an undertaking before the Court. This statement continued till the disposal of the suit. Accordingly, notice of motion no. 968/21 stands disposed of in view of this statement. [Note: Suit document means the leave & license agreement which the Respondent No. 2 wants to be cancelled, alleging it to be a forged document.] The Hon'ble Small Causes Court was pleased to maintain the “**Status quo**” vide injunction granted to Respondent No.2 by the Hon'ble City Civil Court Mumbai till disposal of suit, vide Order dated 17.03.2022 in Suit 1901/2021.


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- (iv) The landlord, Mohd. Shameem Khan & Rizwana Shameem Khan (Respondent No. 3) issued a notice dated 10.04.2023 (as per Section 16(1)(e) of the Maharashtra Rent Control Act, 1999) to their tenant, Gazala Mohd. Hanif Shaikh and Farheen Kochra who is presently residing at the above suit premises, for termination of tenancy in respect of Room no. 3, Gr. Floor, Madina Mansion.
- (v) The Respondent No. 2 filed R.A.D. Suit 517/2023 on 24.04.2023 (which was registered on 25.04.2023) in the Court of Small Causes at Mumbai against the **termination notice dated 10.04.2023** of the Landlord. The Court of Small Causes at Mumbai observed in Order dated 06.05.2023 below Exh. 9 in R.A.D. Suit No.517 Of 2023 (Farheen Yusuf Kochra ...Plaintiff *Versus* Mohammed Shameem Khan & Ors., ...Defendants) as under: *[Note: The date of order mentioned at the end of the court order is 29.11.2024]*

“5. Today on the verge of vacations, parties argued only regarding the prayer of plaintiff as to grant of ad-interim relief to protect possession of plaintiff in the suit premises. From the perusal of application, it reveals that the plaintiff is claiming herself to be a bonafide and lawful subtenant in respect of the suit premises, vide letter, dated 01/10/2020. It is not disputed that she has filed L.D.Suit No.31 of 2021 against the defendant No.3 in which she has got order restraining defendant No.3 from disturbing her peaceful possession without following due process of law subject to order of the Hon'ble City Civil Court in Suit No.1901/2021. In the present suit, again she is claiming same order against defendant No.3 and also against defendant Nos. 1 and 2. She has also prayed that the defendant Nos. 1 to 3 be restrained from taking any adverse steps for evicting the plaintiff from the suit premises.

6. In the order of the Hon'ble City Civil Court in Suit No.1901/2021, dated 17/03/2022, it is observed that the plaintiff cannot be dispossessed without following due process of law. In L.D. Suit No.31 of 2021, vide Order below Exhibit 9, dated 05/05/2022, the defendant therein who is defendant No.3 in the present suit is temporarily restrained from disturbing peaceful possession of the plaintiff over the suit premises without following due process of law.

7. Admittedly, the plaintiff is in possession and occupation of the suit premises and there is order in her favour not to disturb her possession without following due process of law. The notice of eviction issued by the defendant Nos. 1 and 2 to the plaintiff cannot be said to be not issued according to law. Whether the plaintiff is in lawful possession or not will be decided after adducing evidence by both the parties. The plaintiff has already filed L.D. Suit against the defendant No.3 and this R.A.D. Suit against defendant Nos. 1 to 3, which would certainly lead to multiplicity of proceedings. Therefore, directions given to the plaintiff to take proper recourse


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of law by avoiding filing of such multiple proceedings in respect of one suit premises.

8. It is settled position of law that no one can be dispossessed without following due process of law. The suit is at very initial stage.

The plaintiff has order from the Hon'ble City Civil Court and also order of Court Room No.7 of this Court protecting her possession

over the suit premises till disposal of suit pending before the Hon'ble City Civil Court. In circumstances, the plaintiff has shown prima facie case and balance of convenience in her favour for grant of ad interim injunction for protection of her possession in the suit premises till disposal of said suit. If the temporary injunction as sought is not granted, it would lead to multiplicity of proceedings. Hence, I proceed to pass the following Order :

ORDER


1. Application below Exhibit 9 is partly allowed.

2. The Defendant Nos. 1 to 3 are temporarily restrained from disturbing peaceful possession of the plaintiff over the suit premises without following due process of law.”

The Respondent No. 2 is “Protected Tenant” and Not Sub-Tenant in possession since 6th May 2023, as per the Order passed by Hon’ble Small Causes Court in R.A.D. Suit No.517 of 2023. [Actual date: 29.11.2024]

(vi) On 09/07/2024, Respondent No.2 applied for a Change of Name from Gazala Hanif Usman Shaikh (Appellant) to Farheen Kochra (Respondent No.2), following the termination of the Appellant’s tenancy by the Landlord (Respondent No.3) via Notice dated 10/04/2023. She submitted the following documents: -


- a) An undertaking in Annexure II for change of name
- b) Pan card of Respondent No. 2
- c) **Promissory note cum acknowledgement receipt.** *[Note: This promissory note says that Mrs. Gazala Hanif received Rs.6,50,000/- (wrongly mentioned in words as Rs. Six Lakhs Fifty – six thousand) as security interest – free deposit for her house. She promised to return the same at the time of vacating the house.]*
- d) Letter dated 01.10.2020 of owner (Mohd. Shameem Khan) to Gazala Hanif Shaikh for giving permission to sublet her premises.
[Note: Respondent No. 3 (Mohd. Shameem Khan) denied that any such letter was given by him, and alleged it to be a forged one. At the same


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time, we note that the Respondent No. 2, while submitting this document, was claiming her status to be that of a sub-tenant.]

- e) The 3 orders dated 17.03.2022 in Suit No. 1901 of 2021 of City Civil Court Mumbai including Notice of Motion No.968 of 2021, Notice of Motion No. 1805 of 2021, Chamber Summons No. 138 of 2021.
- (vii) The Respondent No.1, BEST, allotted a new consumer number 639-420-006 with change of name to Respondent No.2, Farheen Kochra. On 21/08/2024, Respondent No.2 applied for a correction in address, as reflected in Table 1. She also requested for putting a dispute flag on this account and she desired that no change should be carried out to this account until the address is corrected. However, Officer D.S. Thamke, former Customer Care Manager at GN Ward, allegedly influenced by ex-consumer Gazala Shaikh, refused to register the request for a change of address. *[Note: The Respondent No.2 here seems to confuse the issue of 'change of name' with 'change of address'.]* Respondent No.2 further alleged that Mr. Thamke threatened to revert the name to the original tenant's name, leading to a heated argument between them. Additionally, Mr. Thamke reportedly behaved in an inappropriate manner towards her. In response, Respondent No.2 filed FIR No. 334/2024 on 03/09/2024 against Mr. Thamke at the Shivaji Park Police Station.
- (viii) The issue was subsequently escalated to the Higher Authorities at the BEST Head Office in Colaba, Mumbai. Following this escalation, Respondent No.2's request for correction of address was re-registered. A site verification was conducted once again by the G/North Ward BEST Officers, and the address was officially corrected in October 2024. *[Note: This issue of change of address is totally different from the real issue i.e. change of name.]*
- (ix) Respondent No.1 acted in accordance with Procedure Order No. 236, dated 03/05/2017, which outlines the process for name change cases. The Procedure Order explicitly states that any one of the 21 listed documents is sufficient for such requests. The documents referenced in para 4(vi) here more than fulfill the



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requirements for a change of name. *[Note: Actually, the required list of 21 documents does not include a 'promissory note' or acknowledgement receipt for security deposit.]* The Legal Department of Respondent No.1, BEST, upheld the decision to proceed with the name change.

- (x) The Respondent No. 2 is holding Domicile Certificate (as per application dated 04.11.2024). Gas Connection, Voter ID, Ration Card, Aadhar Card, Pan Card, and other Identity documents in her name on the address of the Suit premises, and residing with lawful possession with her 2 minor school going children and family, since 1.10.2020. She was voluntarily transferred possession of the suit premises vide a Duly Stamped and signed Promissory Note of Rs.6,50,000/-, with Forensic Report admissible under Section 45 of The Indian Evidence Act 1872, and with the consent of her Landlord.
- (xi) The Appellant is a vexatious Complainant and has approached this Hon'ble Authority with "Unclean hands" – by Concealing the Important Facts like
- Termination of her Tenancy by Landlord vide Notice dated 10.04.2023
[Note: Para 3 of Suit No.517 of 2023]

*[On the other hand, the Ld. Advocate for the defendant Nos. 1 and 2 submitted that plaintiff is not tenant or subtenant in respect of the suit premises. The defendant Nos. 1 and 2 are landlord in respect of the suit premises. The plaintiff is claiming subtenancy on the basis of forged and fabricated Letter, dated 01/10/2020 allegedly signed by the defendant Nos. 1 and 2 and defendant No.3. The said letter is not signed by the defendant Nos. 1 and 2. The defendants have filed FIR against the plaintiff for committing forgery. The plaintiff has not made out prima facie case and balance of convenience in her favour. **Termination Notice, dated 10/04/2023 is already issued to the plaintiff. The present suit is filed to avoid eviction proceeding against the plaintiff and defendant No.3. The tenancy of defendant No.3 itself has been terminated by notice, dated 10/04/2023. Therefore, the plaintiff has no right to remain in possession of the suit premises. The plaintiff has dragged defendant Nos.1 and 2 into unnecessary litigation by showing herself as bonafide tenant of the suit premises. The defendants have denied all the allegations and contentions made in the injunction application by the plaintiff. The plaintiff is a third party, who is living in the suit premises illegally. The landlords have never attempted to forcefully dispossess the plaintiff as alleged. The defendant***


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No.3 filed L.E. & C. Suit No.78 of 2022 against the plaintiff and the plaintiff has filed L. D. Suit No.31 of 2021 against defendant No.3, which shows that the suit premises was given on license without the consent of landlord. The plaintiff is not tenant in respect of the suit premises.

Hence, ad interim injunction cannot be granted in her favour. The defendant Nos. 1 and 2 have started filing of eviction proceeding pursuant to the eviction Notice, dated 10/04/2023 against the plaintiff. The defendants cannot be restrained from taking lawful recourse for eviction of unlawful occupant in the suit premises. The application is liable to be rejected. The defendants have also filed the copy of Police Complaint, copy of Leave and License Agreement, copy of Plaint of L.E. & C. Suit 78/2022 and copy of L.D. Suit No.31 of 2021 along with the reply.]

- She is not protected by any Hon'ble Court, and has Concealed Three Orders dated 17/03/2022 passed by Hon'ble City Civil Court in SC SUIT 1901/2021 and Order dated 06/05/2023 by the Hon'ble Small Causes Court in RAD SUIT 517/2023. The SUIT 1901/2021 for Perpetual Injunction and Damages and Cancellation of Instruments Rs.49,00,000/- filed by the Respondent No.2 is also pending against the Appellant at the Hon'ble Mumbai City Civil Court since March 2021.
- Concealing the Fact of Cancellation & Deletion of Ration Card No. 1234991 of the Appellant by the Chief Divisional Officer, Department of Food and Civil Supplies – Government of Maharashtra. Termination of Gas Consumer No. 611946 of the Appellant by HP Gas Ltd.

(xii) The Respondent No.3 i.e. Landlord is a criminal on police record, who is charge sheeted in Police Case 1973/2024 on complaint of the Respondent No.2 i.e. Protected Tenant and Civil Defamation and Compensation Suit 481/2024 for Rs.1Crore is pending against the Respondent No.3 i.e. Mohammed Shamim Khan, at the Hon'ble Mumbai City Civil Court.


(xiii) Respondent No.2 submits that she has followed proper procedure of law and submitted the Promissory Note (as per Negotiable Instruments Act 1881 referred to


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in transfer of property act 1882) through which the Appellant has transferred the Possession of Suit Premises to the Respondent No.2 on 01.10.2020 along with Consent of Landlord i.e. Respondent No.3 Mohammed Shameem Khan. He has also served a Termination Notice of tenancy dated 10.04.2023 to the Appellant by which tenancy of Appellant stands terminated as she is not protected by any Court of Law and no longer has any legal rights in the premises. On the contrary, the Respondent No.2 has been Protected by Order dated 17/03/2022 passed by Hon'ble Mumbai City Civil Court granting Injunction in favour of Respondent No.2 till disposal of Suit. Upon the termination of tenancy of the Appellant, the Respondent No. 2 has filed an RAD Suit No.517/2023 under Section 25 of the Maharashtra Rent Control Act 1999, in which the Hon'ble Small Causes Court has maintained the "Status Quo" vide Order dated 06/05/2023/ 29.11.2024. *[Note: The promissory note, as recorded, is formatted as an acknowledgment of receipt for a security deposit, which is refundable without interest.]*

- (xiv) The Ration Card No.1234991 of Appellant has been Cancelled and Deleted by the Government of Maharashtra –by the Chief Divisional Officer - Department of Food & Civil Supplies Maharashtra, New Ration Card has been issued to the Respondent No.2 Farheen Kochra after 3 times Physical Verification for Confirmation. *[Note: New Ration card issued on 30.07.2024.]*
- (xv) The Gas Connection Consumer No. 611946 of the Appellant has been Terminated and Cancelled by the HP Gas Ltd. on complaint of the Respondent No.2 and present Gas Receipt has been issued to Respondent No.2.
- (xvi) It is further submitted that, the Respondent No.2 is also holding Domicile Certificate, Gas Connection No, Voter ID, Ration Card, Aadhar Card, Pan Card, and other Identity documents in her name on the address of the Suit premises.
- (xvii) The Respondent No.3 has constructed an illegal floor on the terrace of the building, due to which a Staircase collapsed in the premises of the Respondent No 2, so she approached the MCGM against the dangerous illegal structures. Therefore, the Respondent No.3 and the Appellant are hand-in-glove with each other to dispossess


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the Respondent No.2 by any means, as they could not obtain any favourable Order from the Hon'ble Bombay High Court, Hon'ble City Civil Court, and Hon'ble Small Causes Court Mumbai.

(xviii) It is submitted that Termination of Tenancy of Ex-Consumer vide Notice dated 10.04.2023 by the Landlord is also affirmed by the Landlord in their Written Statement in RAD 517/2023 and In the Order of Ad-Interim Injunction granted in favour of the Present Consumer (who is Plaintiff in all suits mentioned above) dated 06.05.2023 / 29.11.2024 in RAD SUIT 517 / 2023 filed on 25.04.2023.

(xix) It is further submitted that Shameem Khan and Gazala Shaikh (terminated by notice of Termination of Tenancy dated 10.04.2023 by Mr Shameem Khan himself) has no locus to the same as : *The "Electricity Bill" is not a Proof of Ownership. Same is also mentioned on the Light Bill itself after order of the Hon'ble Court—*

हे वीजदेयक कोणत्याही मालमतेची किंवा जागेची मालकी हक्क isद्ध करण्याकडील वापरण्यात येऊ नये.


The "Electricity Bill" is only a bill for payment for the service of electricity enjoyed, and not a Proof of Ownership.

The Respondent No.2 asserts legal protection as a 'protected' tenant under Section 25 of *The Maharashtra Rent Control Act, 1999*, which establishes that a lawfully subletting sub-tenant becomes the direct tenant of the landlord upon the original tenant's termination, retaining all tenancy terms as if the tenancy had continued.

(xx) In view of the above stated true facts, Forensic Reports (annexed in her reply dated 2.12.2024) and Hon'ble Court Orders, the Respondent No. 2 prays to please maintain the status quo as she has the lawful possession, physically occupying the premises with her family and 2 minor children and paying the Electricity Bills since 01.10.2020 till date. The change of name of the electricity connection is done under due process of law and documentation as required and after perusal of Hon'ble Court Orders. The matters are subjudice before the Hon'ble Bombay High Court, Hon'ble City Civil Court and Hon'ble Small Causes Court Mumbai.

(xxi) Prayer:

a. To dismiss the present appeal and not condone the delay by the Appellant.



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- b. To reject the appeal as per Regulation 7.9(e)(iii) of Consumer Grievance Redressal Forum & EO Regulations 2020 in the interest of justice.

5. The Respondent No. 3 (landlord Mohd. Shameem Khan) has submitted his say dated 03/04/2025 vide email. His submissions and arguments are stated as below: -

- (i) The Respondent No. 3 is the landlord of the building known as Madina Mansion where the disputed change of name of the electricity connection to premises is located on the ground floor.
- (ii) The Respondent No. 3 has taken objection to the action of his tenant, the Appellant of subletting the rented premises to the Respondent No. 2. No permission was taken from him.
- (iii) Respondent No.3, landlords issued instructions through their advocate. In accordance with Section 16(1)(e) of the Maharashtra Rent Control Act, 1999, they issued a notice dated 10/04/2023 to their tenant, Gazala Mohd. Hanif Shaikh, and to Farheen Kochra, who is presently residing at the suit premises, regarding the termination of tenancy for Room No. 3, Ground Floor, Madina Mansion.
- (iv) He has filed a Suit against both the Appellant and Respondent No. 2, for eviction and termination from the said premises on 10.07.2023 and registered as R A E Suit No. 725 of 2023 on 12.07.2023. Till date no order has been passed.
- (v) **Multiple litigation between the parties was pending in the courts prior to transfer of the electricity bill from Appellant to Respondent No. 2. Hence, the electricity bill should not have been transferred from the Appellant to Respondent No. 2. BEST should have maintained the status-quo.** The Forum, in its order, has observed that Respondent No. 3, **Mr. Mohammed Shameem Khan**, the landlord, submitted a letter dated **11/09/2024** to the **General Manager, BEST Undertaking**, formally requesting that the name on


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the electricity bill be reverted to **Mrs. Gazala Shaikh**, by submitting various supporting documents.

- (vi) The Appellant was the tenant, and till now no final Court Order has been issued. On the other hand, Respondent No. 2 is an intruder and has already been issued a legal eviction notice.
- (vii) During the hearing at the Forum level, the then AAO/GN, Mr. Dyneshwar Thamke admitted in person that he wrongly made the change of name; but before he could rectify this mistake, he was transferred. The Forum has deliberately not recorded the statement of Mr. Thamke nor his presence was indicated in the order. Though Mr. Thamke has signed the attendance of the meeting and it is not known as to why the Forum has not mentioned the voluntary declaration of Mr. Thamke in the presence of all.
- (viii) The Respondent No. 3 clearly submits that no NOC was issued to any person. Hence **the change of name was done without NOC of landlord and the original tenant, i.e. the Appellant.**

6. The Respondent No. 2 submitted a rejoinder dated 11/04/2025 against the say of Respondent No. 3 which is basically a reiteration of her arguments. New issues were: -

- (i) On 07/04/2023, the Urban Development Department, Mantralaya, passed an order rejecting the appeal filed by Mohammed Shameem Khan under Section 47 of the MRTP Act. This decision followed an in-person appearance by Ms. Farheen Kochra during the appeal hearing, where she presented facts regarding the collapse of the staircase in the premises where she resides with her family and minor children. The collapse was attributed to the illegal terrace floor constructed by Mohammed Shameem Khan on the terrace of Madina Mansion and Arab Manzil, connected buildings on Plot 587. Mohammed Shameem Khan out of vengeance has been defaming the Respondent No. 2 when he could not produce permissions of his Illegal Construction before the MCGM authorities, UD Department and before


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Deputy Municipal Commissioner, who has passed an Order for Demolition of Illegal Floor built by Mohammed Shameem Khan, on complaint of Farheen Kochra,


- (ii) Mohammed Shameem Khan is an - Accused and Chargesheet on Police record in Police case 1973/2023 for defaming Respondent 2 and further also Civil Defamation and Compensation suit of Rs.1 Crore Suit 481/2024 pending before Hon'ble City Civil Court Mumbai, and Rs. 49,00,000/- SUIT 1901/2021 pending against Gazala Shaikh in Hon'ble Mumbai City Civil Court.
- (iii) There is No Court Order restraining the Respondent No.2 Farheen Kochra from obtaining documents in her name from Various Government Authorities by following due process of law.

She holds the following documents on the address of the premises:

1. Domicile Certificate By State Government *[The date and serial number on this document have been scratched out.]*
2. Passport *[Several dates / numbers have been scratched out.]*
3. Voter Id
4. Ration Card
5. Gas Connection *[This is only a gas receipt of 04.02.2025 in the name of Yusuf S. Kochra.]*
6. Electricity Bill
7. Aadhar Card
8. Pan Card
9. Bank Passbook *[Note: The bank passbook mentions 'A/c opening date' as 04.09.1986. This is not possible, as her date of birth is 06.06.1985.]*

Analysis and Ruling


7. Heard the parties and perused the documents on record. The contentions of the parties have already been recorded above in detail.


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8. The Appellant, Gazala Hanif Shaikh contended that she has been a pagadi tenant at Block No. 3, Ground Floor, Plot M-16, Madina Mansion, Mahim, Mumbai since 08/04/2004. She had been paying a monthly rent of Rs. 400/- to Mohammed Shameem Khan, the landlord, with rent receipts from March and April 2004 serving as documentary evidence. The electricity connection (No. 639-420-005) at the premises was registered under her name in 2010, and she maintained possession of the room until September 2020. Due to financial constraints, she rented out the premises to Farheen Kochra for Rs.22,000/- per month under a notarized Leave & License Agreement. As a widow with three daughters, she currently resides with her brother's family in Grant Road, Mumbai. However, BEST Undertaking (Respondent No. 1) changed the name on the electricity connection to Farheen Kochra without obtaining a No Objection Certificate (NOC) from the Appellant. The Appellant put on record various Pending Court Cases & Interim Orders which are referred to previously. No Court has issued any final order for termination of the Appellant's tenancy, so she still remains the lawful tenant. Though an interim court order is there not to forcibly evict Respondent No.2 without following due process of law, this is not a final order. The 'due process of law' is being followed, through the various court cases. No court has declared the status of the Respondent No. 2 as a tenant, as she is an illegal occupant. No court has allowed transfer of electricity connection. BEST officer Dyaneshwar Thamke admitted to a wrongful transfer in the Forum hearing. The Respondent No. 2 has applied for change of name and forged documents of NOC of Landlord. The civil disputes remain unresolved. Respondent No. 1 BEST acted without legal backing, violating principles of natural justice, especially considering that there was no NOC for name change.


9. The Respondent No. 1 BEST contended that on 09/07/2024, it received an application from Ms. Farheen Kochra (Subtenant) requesting a name change on the electricity bill replacing the previous holder, Ms. Gazala Hanif Usman Shaikh (Tenant). The application was supported by documentary evidence, including a Court Order, Aadhar Card, and PAN Card. It was accepted under ID No. 8944568 and duly processed. Consequently, a new electricity


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account (No. 639-420-006) was issued in the name of Ms. Kochra, replacing the previous account. As per Procedure Order No. 236 of BEST Undertaking, an applicant must submit at least one document from the list under Sr. No. 1 to 21 in cases where a consent letter from the registered consumer is unavailable. However, in this instance, the name change was processed based on the Hon'ble Court Order dated 17/03/2022 in Suit No. 1901 of 2021 (Notice of Motion No. 968 of 2021). In this case, the defendant, Ms. Gazala Hanif Shaikh, made a statement at bar affirming that she would neither utilize the suit document **nor take any steps for the forcible dispossession of the plaintiff, Ms. Kochra**. This statement was recorded as an undertaking before the Court and remains in effect until the suit is resolved. The matter was subsequently referred to the Legal Department of BEST, which approved the change. Additionally, Respondent No. 1 cited the Practice Direction dated 26/12/2023, issued by the Maharashtra Electricity Regulatory Commission under the Supply Code & SOP Regulations, 2021, in support of its decision. The Respondent No. 1 declared during the hearing that it shall abide by the directives of this authority.


10. Respondent No. 2, Ms. Farheen Kochra, contended that she is the “Protected” tenant in possession of the premises since May 6, 2023, following the Order passed by the Hon'ble Small Causes Court in **R.A.D. Suit No. 517 of 2023**. It is not disputed that Ms. Kochra has been residing in the premises since **01.10.2020**, and has been paying electricity bills since that time. The Appellant's tenancy was terminated by Landlord vide Notice dated 10.04.2023. **There are three Orders dated 17/03/2022 passed by Hon'ble City Civil Court in SC SUIT 1901/2021 and Order dated 06/05/2023 by the Hon'ble Small Causes Court in RAD SUIT 517/2023,** and SUIT 1901/2021 for Perpetual Injunction. The Respondent No.3 i.e. Landlord is a criminal on police record and who is charge sheeted in Police Case 1973/2024 on the complaint of the Respondent No.2, and there is also a Civil Defamation and Compensation SUIT 481/2024 for Rs.1 Crore pending against the Respondent No.3 i.e. Mohammed Shameem Khan, at the Hon'ble City Civil Court Mumbai.


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11. The Respondent No. 3, the landlord contended that he is deemed to have terminated the tenancy of the Appellant, Gazala Hanif Shaikh and her sub-tenant Farheen Kochra by filing RAE 725 of 2023 in Small Causes Court on 10/07/2023. He never gave an NOC for name change.

12. The developments of the case are tabulated as below: -


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Sr. No.	Date	Events
1	01.10.2020	The Appellant sublet the pagadi property at Madina Mansion, Mahim, measuring 330 sq. ft., to Farheen Kochra for a period of 11 months from 01.10.2020 to 31.08.2021 at a monthly rent of ₹22,000, as per the Leave and License agreement submitted by the Appellant. During this time, she relocated to her brother's residence at Grant Road. The subletting appears to have been carried out without the consent of the landlord, Mohammed Shameem Khan, due to financial reasons.
2	05.03.2021	Farheen Kochra filed LD Suit No. 31 of 2021 before the Court of Small Causes at Mumbai seeking cancellation of the Leave & Licence Agreement.
3	09.03.2021	By Court order dated 09.03.2021 Appellant is restrained from forcibly dispossessing Farheen.
4	19.03.2021	Suit No. 1901 of 2021 along with Notice of Motion No. 968 of 2021 was filed in the City Civil Court, Mumbai, against Gazala Hanif Usman Shaikh for cancellation of an instrument and for a grant of perpetual injunction. On 21.08.2021, the defendant made a statement at the bar declaring that she would not use the suit document or take any steps toward the forcible dispossession of the plaintiff.
5	07.04.2023	Farheen complains to BMC / Govt. against unauthorised terrace floor constructed by landlord and collapse of staircase. UDD Mantralaya rejected the appeal filed by landlord Mohd. Shameem Khan under Section 47 of the MRTP Act.
6	10.04.2023	Landlord, Mohammed Shameem Khan issued legal notice to both the Appellant and Respondent No.2 for termination of tenancy
7	24.04.2023	Farheen files RAD 517 of 2023 in Small Causes of Court against Mohammed Shameem Khan for grant of status quo and temporary adinterim injunction to restrain from evicting
8	10.07.2023	Landlord, Mohammed Shameem Khan filed suit for eviction and termination.
9	09.07.2024	Farheen Kochra applied for change of name on the electricity bill.
10	09.07.2024	BEST carried out the change of name to Farheen Kochra on the same day.
11	30.07.2024	New Ration Card issued in the name of Farheen Kochra. (Probably other documents also.)
12	11.08.2024	Farheen obtains Voter ID.
13	28.08.2024	Certificate issued by Landlord, Mohammed Shameem Khan that no NOC was given to Farheen Kochra for change of name of electric connection.
14	30.08.2024	Appellant, Gazala Hanif Shaikh took objection for the change of name to Ac. No. 639-420-005.
15	12.09.2024	Farheen obtains Aadhar Card with new address.
16	04.11.2024	Application date of Farheen Kochra for Domicile Certificate.
17	03.12.2024	Farheen obtains passport renewal.


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13. There are several complications and unanswered questions which arise, based on the above developments. The Respondent No. 2, Farheen Kochra has denied the existence of the Leave & Licence Agreement which is submitted by the Appellant [mentioned in para 2(iii)]. The purpose of denying this document seems to be to deny the last date of the agreement: the agreement was for the period from October 2020 to 31.08.2021. If this leave and licence agreement were valid, this would mean that the Respondent No. 2 has been occupying the premises for years after her agreement expired. However, she has not clarified by which agreement / instrument she occupied the premises in October 2020. Was there any other Leave & License Agreement? There is no registered or even notarised alternative agreement submitted by Farheen Kochra. The only document on the basis of which she claims her sub tenancy is the so-called “Promissory Note” mentioned in para 4(i). We have examined this Promissory Note and we find that it is nothing but a half -page receipt for security deposit which is refundable at the time of vacating the premises. It does not mention the terms and conditions of occupancy, as a proper agreement should. Even this ‘Promissory Note’ is suspicious because the amount mentioned in words and figures does not match. The amount mentioned in figures is Rs.6,50,000/- while the amount mentioned in words is Rs. Six lakhs, fifty-six thousand only. This basic discrepancy puts a question mark on the reliability of this document.

14. More importantly, **the BEST by its own rule cannot effect a change in name based on such a Promissory Note / receipt, in the absence of NOC of the landlord.** We have examined its required list of 21 documents; this includes: registered purchase agreement / sale deed; registered or notarised tenancy agreement, lease agreement, Leave & Licence Agreement, [this document is self-denied by Respondent No. 2] etc. No such documents have been submitted by the Respondent No. 2. In these circumstances, and in view of the pending court cases at the time of application for change of name, the BEST should not have carried out the change in name, which was clearly wrongly done. This was also admitted by the concerned BEST official before the Forum.


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15. No doubt Respondent No.2 Farheen Kochra submitted documents to BEST as mentioned in para 4 (vi). The PAN card did not mention her address. Moreover, the documents mentioned by Farheen in para 6 (iii) were not only obtained after the change of name on the electricity bill, at the most they only prove the fact of her physical occupancy and not the legality of her occupancy, which can only be determined by the Civil Court. The other documents mentioned by her seem to be actually obtained based on the first document that she managed to obtain, i.e. her name on the electricity bill.

16. The Respondent No.2, Farheen Kochra repeatedly relies on the court orders of Bombay City Civil Court in Suit No. 1901 of 2021 Notice of motion No.968 of 2021 dated 17.03.2022. We have carefully examined these orders. These are only temporary orders restraining the Appellant from forcefully evicting the Respondent No. 2, Farheen Kochra till such time as the cases are finalised by the competent court. These orders do not give any final legality to the status of Farheen Kochra, and in fact these matters are still pending in the court.

17. It is evident that there are allegations and counter-allegations raised by all 3 parties, along with multiple arguments concerning the validity or forgery of various documents submitted. This authority does not possess jurisdiction to assess the validity or legality of these documents. Prima facie, the intention of the Respondent No. 2 appears to be to establish her status as the tenant / sub-tenant of this *pagadi* property, with the change in the name of the electricity connection serving as a pretext for this objective.

18. It is pertinent to note that the Respondent No.2 had no real reason to insist on change of name in 2024, since she was enjoying uninterrupted power supply since 2020, (especially if she was aware that name on electricity bill does not prove ownership / tenancy status) and in view of the ongoing pending court cases since 2021. The Respondent No. 2 continues to receive uninterrupted electricity supply and would not suffer any prejudice should the connection remain in the Appellant's name, given that multiple legal proceedings were pending right from January 2021, prior to her application for change in name.


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19. During the process of the name change, the BEST Authority obtained an undertaking from Respondent No. 2, Farheen Kochra, the contents of which are as follows:

“I have read and understood the procedure of registration for change in name as stated the application & I shall abide the set procedure and submit all true and valid documents.


In case of any fake representation on my part or any fraudulent documents submitted by me are not absolutely correct, I shall be solely and exclusively responsible for criminal proceeding or any court proceeding initiated against me.

In case of any dispute or any objection raised by Land Lord/ any Statutory Authority/ any other person on account of the change in name of the above connection to my name, BSEST Undertaking reserves the right to re-transfer the connection in the name of the original registered consumer.”

20. Considering that disputes between the parties have been pending before various courts from 2021 until at least July 2024, the BEST Authority should have refrained from changing the status-quo, intervening in these matters or effectuating any name change from Gazala Hanif Usman Shaikh **to** Farheen Kochra. Therefore, it is advisable to uphold the status quo preceding the initiation of these legal proceedings. This would necessitate the reversion of the electricity bill to reflect the original name of the consumer, prior to the commencement of court cases.

21. Reverting the name to the *status-quo ante* adequately serves the purpose of justice at this point, as the parties are at liberty to adjudicate their respective rights, specifically tenancy right in the said property by approaching the competent Civil Court.

22. In these circumstances, the Forum’s order is set aside. The Representation of the Appellant is accepted. The Respondent No. 1 BEST is directed



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- (i) to revert the name of the disputed bill from **Farheen Kochra to the original consumer, Gazala Hanif Usman Shaikh.**
- (ii) Other prayers of the Appellant are rejected.
- (iii) The compliance report be submitted within a period of two months from the date of issue of this order.

23. The representation is disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

