

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 30 OF 2022

In the matter of arrears on premises after permanent disconnection

Sunil S. Hinduja (Owner).....Appellant
(Anil Rameshlal Dalwani : Consumer)

V/s.

Maharashtra State Electricity Distribution Co. Ltd. Respondent
Ulhasnagar I (MSEDCL)

Appearances:

Appellant : J. S. Rajput, Representative

Respondent: Pravin Chakole, Executive Engineer


Coram: Vandana Krishna (Retd. IAS)

Date of hearing : 19th April 2022

Date of Order : 5th May 2022

ORDER

The Representation is filed on 14th February 2022 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020)


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against the Order dated 31st January 2022 passed by the Consumer Grievance Redressal Forum, MSEDCL, Kalyan Zone (the Forum).

2. During scrutiny, it was observed that there is inconsistency in signatures signed in Schedule A and in Schedule B and hence clarification was asked to the Appellant vide letter dated 18.02.2022. In response to this, the Appellant has given clarification; though the same is not satisfactory, however, it is decided to give opportunity of hearing in the case.

3. The Forum, by its Order dated 31.01.2022 has rejected the grievance application in Case of K/E/1835/2280 of 2021-22 as it looks like the consumer / occupier and the complainant /owner have not signed on the application, agreement for leave & license between the complainant and Anil Dalwani (consumer). The Forum observed that the grievance is signed and registered by someone else, which is apparently not genuine and redressal proceedings initiated is not with clean hands.

4. Aggrieved by the order of the Forum, the Appellant filed this representation which is stated in brief as below: -

- (i) The Appellant is owner of Shop No. 10, Sai Darshan, R.K.T. College Road, Ulhasnagar-3. The electric connection (Consumer No.021513702504) is from 14.06.2017 for LT Industry with Sanctioned Load (SL) of 20 HP in the name of his Tenant, Anil Dalwani.
- (ii) Leave and License Agreement was made between Sunil Ahuja (Appellant) and Anil Dalwani on 21.05.2017 for the period from 01.06.2017 to 30.04.2018. The Respondent sanctioned and released the connection in the name of Tenant which was objectionable.
- (iii) The Consumer, Anil Dalwani has applied for permanent Disconnection (PD) on 26.03.2019 and 23.09.2019, however, the Respondent did not


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disconnect the supply as per request of the Consumer, which has increased fixed charges / month, even though the connection of the Consumer was not in use.

- (iv) The supply of the Consumer was then permanently disconnected on 11.10.2021. The meter reading was 6013 KWH at the time of PD. The Consumer was billed for 1030 (6013-4983) units in ensuing bill.
- (v) Hence, the Appellant prays that the Respondent be directed
- (a) to refund the bill from the date of application of PD
 - (b) to compensate as per Standard of Performance (SOP) Regulations which are in force.

5. The Respondent has filed its reply dated 08.04.2022 stating in brief as under:-

A. Preliminary Objection:-

- (i) Anil Rameshlal Dalwani is an Industrial Consumer (No.021513702504) of the Respondent from 14.06.2017 having SL of 20 HP at Shop No. 10, Sai Darshan, R.K.T. College Road, Ulhasnagar-3. The Representation is filed by Sunil Hinduja (Appellant) instead of Consumer, Anil Dalwani. The Appellant is not a consumer as per definition referred in Section 2 (15) of the Electricity Act, 2003 (the Act). The Consumer has not signed the Representation .dated 21.03.2022 in 'Schedule B' Format but it is signed by someone else. The representation is not maintainable at preliminary stage.
- (ii) The grievance application in prescribed 'Schedule A' was signed by Jagansinh R. Rajput, Representative of the Appellant before the Forum. There is no locus-standi to the Representative for filing representation on behalf of Appellant, Sunil Hinduja, and Appellant is not the consumer in this case.



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- (iii) The Appellant has not submitted the registered Leave & License Agreement or registered Lease Deed or Registered Power of Attorney between him and Anil Dalwani (Consumer). Hence, the Appellant is not authorised to put up his case as representation.
- (iv) The 'Schedule A' Form in the Forum was signed by on 24.12.2021 by his so-called representative, Mr. Jagansinh R. Rajput. The signature on 'Schedule A' Form does not tally with signature of Leave and License Agreement and signature on 'Schedule B' Form. Hence, the representation submitted in Schedule B Form is not maintainable.
- (v) The Respondent strongly objected to the appearance of Mr. Jagansinh R. Rajput in this case. In most of the cases under Ulhasnagar jurisdiction, Mr. Jagansinh R. Rajput is appearing on behalf of various consumers as their representative. It is seen from the records that so far, Mr. Rajput has appeared in almost all cases of Ulhasnagar. It seems very unlikely that the same person can be a relative, neighbour, business associate or personal friend of all these Appellants. This indicates his commercial interest, and that he is getting remuneration from consumers' for filing cases before the Hon'ble Forum and the Hon'ble Electricity Ombudsman. Hence, the Respondent prays that Jagansinh R. Rajput should not be allowed to appear in the present case.
- (vi) The Respondent referred the Regulations 8.10 and 8.11 of the CGRF & EO Regulations 2020 which are as below:-

"8.10 A Complainant, Distribution Licensee or any other person who is a party to any proceedings before the Forum may either appear in person or authorise any representative other than an Advocate (within the meaning of the Advocates Act, 1961), to present his case before the Forum and to do all or any of the acts for the purpose, subject to production of duly authenticated authorisation made by the party in favour of such representative, and subject to the condition that he, -

(a) is appearing on an individual case basis;


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- (b) has a pre-existing relationship with the Complainant (such as: a relative, neighbour, business associate or personal friend);
- (c) is not receiving any form of, direct or indirect, remuneration for appearing before the Forum and files a written declaration to that effect
- (d) demonstrates to the Forum that he is competent to represent the party.

8.11 The Forum may within its discretion disallow any representative to appear before it in any case, for reasons to be recorded in writing, on account of breach of the terms of the undertaking or misconduct or failure in providing proper assistance to the Forum.”.....
Emphasis added.

It is requested to take note of this issue for restricting the appearance of touts in Grievance Redressal Mechanism.

B. Submission on Merit:-

- (i) The Original Consumer has not submitted any request letter for disconnection of his power supply. The alleged letters of disconnection dated 26.03.2019 and 23.09.2019 were incomplete in absence of request letter, Aadhaar Card, Pan Card for Know Your Consumer (KYC) which is mandatory process of identifying the identity of the Consumer. The power supply cannot be disconnected unilaterally unless the consumer is default in payment and/ or involved of unauthorised use etc. as per Statute in the Act.
- (ii) The supply of above consumer is permanently disconnected on 11.10.2021 due to non-payment of arrears of Rs.16,540/- after issuing the bill of unbilled consumption.
- (iii) The Security Deposit of Rs. 10000/- was held which was adjusted in arrears. The present arrears of Rs.6540/- is outstanding with consumer.
- (iv) The consumer did not follow the condition of request PD like submission of Aadhaar Card, Bank Account, etc. The signature of Request PD does not match with the signature available with Respondent of new



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connection and also, signature on Leave & License Agreement submitted with new connection A 1 Form. Hence, some unauthorised person signing for request PD for Consumer, Anil Dalwani is a serious offense. In addition, the consumer was in arrears when he has allegedly applied for request PD. Hence, the application for request PD has no meaning which is null and void.

- (v) The present representation is filed by a third party, who is not a consumer of MSEDCL and not maintainable on the point of Locus-Standi (Right of Party to appear in court).
- (vi) The present representation may kindly be dismissed as per Regulation 19.25 of CGRF & EO Regulations 2020 since it is false, frivolous, vexatious, malafide and filed without any sufficient cause. There is no prima facie loss or damage or inconvenience caused to the Complainant, the bill is issued to consumer as per his actual consumption, which is proper and legal.
- (vii) In view of the above, it is hereby kindly requested to dismiss the representation of the Appellant.

6. The hearing was held on 19.04.2022. The Representative of the Appellant J S. Rajput was physically present whereas the Respondent attended the hearing through video conference. At the first instance, the Respondent objected to the presence of Shri J.S. Rajput in attending the hearing. The Representative was questioned about the non-presence of the Appellant. The Respondent has alleged that the Representative has manipulated the documents and signed the grievance in the Forum on behalf of the Appellant. The basic grievance was rejected in the Forum on the basis on maintainability. It is not clear, why the Appellant cannot attend hearing even on a video conference. In fact, the office of the Electricity Ombudsman has specifically allowed Appellant/Respondent to appear online through video conferencing to facilitate their


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personal appearance in the face of difficulties in travelling and also time consuming. The Respondent further alleged that he has come with malafide intention which is not allowed as per Regulation 8.10 of the CGRF & EO Regulations 2020.

7. The above allegations are noted; however, the Representative is allowed to represent this present Representation as a special case. The Appellant and the Respondent argued in line with their written submissions.

8. The Representative of the Appellant argued that the 'Schedule A' was signed by the Appellant with short sign and not by the Representative. The Appellant further argued that the Appellant is owner who is paying fictitious arrears without any reason. The Respondent released the connection in the name of Tenant which is objectionable. The Consumer has applied for request PD on 26.03.2019 and 23.09.2019, however, the Respondent did not disconnect the supply which has increased fictitious arrears though the supply of the Consumer was not in use. The Appellant being owner is affected party and hence he has the right to register grievance. The supply then was permanently disconnected on 11.10.2021. Hence, the Appellant prays that the Respondent be directed to refund the bill from the date of application of PD and to compensate as per SOP Regulations.

9. The Respondent argued that the alleged letters of disconnection dated 26.03.2019 and 23.09.2019 were not signed by the consumer but signed by J.S. Rajput. The application of request PD was incomplete in absence of Aadhaar Card, Pan Card and bank details. Hence it is not considered. The Consumer was billed as per actual reading. The power of supply of the consumer was made PD as Consumer was default in payment. The Respondent prays that the Representation of the Appellant be dismissed.


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Analysis and Ruling

10. Heard the parties and perused the documents on record. The Appellant is owner of Shop No. 10, Sai Darshan, R.K.T. College Road, Ulhasnagar. Leave and License Agreement was made between Sunil Ahuja, Owner (Appellant) and Anil Dalwani on 21.05.2017 for the period from 01.06.2017 to 30.04.2018. The Respondent released the connection of 20 HP on 14.06.2017 in the name of Tenant after observing formalities of new connection.

11. The Consumer was Anil Dalwani and the Appellant is not consumer.

The definition of the consumer as per Act is as below:


“Section 2. (Definitions):

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(15) "consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other 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 Government or such other person, as the case may be;”

The Appellant is not the consumer, but his tenant Anil Dalwani is the actual consumer on record. If the Consumer has any grievance for disconnection of supply, the Consumer has to approach the grievance redressal mechanism, and not any third party, though he may be the owner. Hence, the representation of the Appellant is not maintainable.

12. It is seen that the signature of Appellant on ‘Schedule A’ filed in the Forum and ‘Schedule B’ filed in the office of the Electricity Ombudsman (Mumbai) does not tally.


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While going through the sequence of the complaint, most of the correspondence such as seeking information including CPL, has been done not by the original Appellant, but by the representative, The Representative wrote the letter on 08.02.2022 to the Electricity Ombudsman (Mumbai) for solving the complaint of the Appellant. 'Schedule A' form of the Forum and 'Schedule B' form of the Electricity Ombudsman (Mumbai) were also filled by the Representative in his own handwriting, rather than by the original Appellant.

13. Considering the above issues and the serious allegations against the representative, Shri J. S. Rajput is already barred to act as representative for any Appellants, unless the original Appellants are personally present physically or through e-hearing in Representation 40 of 2022 dated 28.04.2022 in Case of Rakesh Chatwarbai Popli V/s MSEDCL, Ulhasnagar.

14. The Forum, by its Order dated 31.01.2022 has rejected the grievance. The Forum observed that the grievance is signed and registered by someone else, is apparently not genuine and redressal proceedings initiated is not with clean hands. The Forum has rightly observed all issues in its order; hence, it is not necessary to interfere in its order.

15. Hence, the Representation of the Appellant is rejected and the Representation is disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (M)


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