

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NOS. 82, 83, 84, 85, 86 and 87 OF 2021

In the matter of permanent disconnection of electricity connections

1. Rahul Taraprakash Vartak (Rep. No. 82 of 2021) Appellants
2. Taraprakash Prabhakar Vartak (Rep. No. 83 of 2021)
3. Taraprakash Prabhakar Vartak (Rep. No. 84 of 2021)
4. Taraprakash Prabhakar Vartak (Rep. No. 85 of 2021)
5. Taraprakash Prabhakar Vartak (Rep. No. 86 of 2021)
6. Shantanu Taraprakash Vartak (Rep. No. 87 of 2021)

V/s.

Maharashtra State Electricity Distribution Co. Ltd., Mulshi (MSEDCL) Respondent No. 1

2nd Innings Cooperative Housing Society Ltd., Mulshi..... Respondent No. 2

Appearances:

For Appellant : 1. Mahesh C. Dhage, Representative
2. Vishwas M. Joshi, Representative
3. Anand A. Deo, Representative


For Respondent No.1 : 1. M. R. Rathod, Executive Engineer
2. P. R. Babrekar, Addl. Exe. Engineer
3. P. K. Phad, Dy. Exe. Engineer

For Respondent No.2 : 1. Vikas Gadgil, Representative
2. Nitin Vaze, Representative

Coram: Deepak Lad

Date of hearing: 5th January 2022 &
17th February 2022

Date of Order : 7th March 2022


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Secretary
Electricity Ombudsman Mumbai



ORDER

These six Representations are filed on 30th November 2021 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF Regulations 2020) against the respective individual Orders dated 4th October 2021 passed by the Consumer Grievance Redressal Forum, Pune (the Forum).

2. The Forum, by its separate Orders dated 04.10.2021 has dismissed the grievance applications in Case No. 15 of 2021 (87 of 2021), 16 of 2021 (81 of 2021), 17 of 2021 (86 of 2021), 18 of 2021 (84 of 2021), 19 of 2021 (83 of 2021), and 20 of 2021 (85 of 2021) respectively.

3. Aggrieved by the orders of the Forum, the Appellants have filed these six representations individually. Since the cases are represented jointly, the issues being common, and the Respondent being same, submissions and arguments being common, all six Representations are clubbed together for the purpose of this order.

4. The Appellants' submission, in brief, is as under: -

- (i) The Appellants put together as one entity is Developer who has developed Mauli Hills Cottage at village Agalambe, Post. Kudje, Taluka Haveli, Dist. Pune.
- (ii) Each Appellant was released individual electricity connection in his name by then MSEB on the strength of relevant documents regarding ownership, etc. with respect to the premises. Thus, these six connections since then continued till they are permanently disconnected by the Respondent, MSEDCL, which is a successor of MSEB.



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(iii) The details of these six connections are tabulated as below: -

Sr No.	Rep.No.	Name	Consumer No.	Date of Connection	Address
1	82/2021	Rahul Taraprakash Vartak	171211573111	18.11.2007	Sector-5, Mauli Hills Cottage, Aglambe, Tq. Haveli.
2	83/2021	Taraprakash Prabhakar Vartak	171211544341	21.07.2006	Sector-3, Mauli Hills Cottage, Aglambe, Tq. Haveli.
3	84/2021	Taraprakash Prabhakar Vartak	171211503962	14.07.2003	Sector-2, Mauli Hills Cottage, Aglambe, Tq. Haveli.
4	85/2021	Taraprakash Prabhakar Vartak	171211561679	30.05.2007	Sector-4, Mauli Hills Cottage, Aglambe, Tq. Haveli.
5	86/2021	Taraprakash Prabhakar Vartak	171211535538	11.04.2005	Main Gate, Mauli Hills Cottage, Aglambe, Tq. Haveli.
6	87/2021	Shantanu Taraprakash Vartak	171211525672	13.05.2005	Sector-1, Mauli Hills Cottage, Aglambe, Tq. Haveli.


- (iv) The Appellants are availing the supply at above mentioned points and paying the energy bills regularly. There were no arrears till the date of grievances.
- (v) The above consumers are not booked under unauthorized use of energy or theft of energy till date of complaint.
- (vi) The MSEDCL continued to provide electricity supply to the above said consumers as per prevailing Rules and Regulations. It is, therefore, incumbent upon both the parties, to serve notice to the other if supply is to be permanently disconnected. However, the Respondent No.1 has not issued any such prior notice to any of the Appellant for permanent disconnection of the supply which came to be effective in January / February 2020. This act on the part of the Respondent No.1 is breach of agreements between the Appellants and the Respondent No.1.


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- (vii) The Appellants came to know about the permanent disconnection of these six connections on 24.02.2020, when the representative of the Managing Committee of '2nd Innings Cooperative Housing Society Ltd' (Respondent No.2) had brought the removed old meters of the Appellants to handover to the Appellants. It is not understood how the Respondent No. 1 allowed the Respondent No. 2 to handle the meters. This act on the part of the Respondent No. 1 is breach of prevailing Regulations and indicative of acting in collusion with the Respondent No. 2. This event is evident from letter dated 24.02.2020 of the concerned Section Engineer.
- (viii) The Appellants submitted their proof of occupancy duly issued by the Gram Panchayat Khanapur to the Sectional In-charge of MSEDCL on 07.03.2020. Subsequently, reminder was given on 14.05.2020 with complete details. However, representative of Respondent No.1 has neither taken any action on the request application submitted by the Appellants nor given any reply to it till date. This is nothing but the breach of the Maharashtra Electricity Regulatory Commission (Standards of Performance of Distribution Licensees, Period for Giving Supply and Determination of Compensation) Regulations, 2005 (SOP Regulations 2005).
- (ix) So far as the residential connections are concerned "Gram Panchayat 8 Form" is authentic proof for the occupant of the premises which is submitted by the Appellants. Moreover, the prevailing Regulations also supports the submissions of the Appellants.
- (x) In short, though the Appellants were in lawful possession of the premises with submission of relevant documents in token thereof, the Respondent unlawfully removed the meters on 24/25.02.2020 without any application from the individual Appellant.
- (xi) Aggrieved by the action of the Respondent, and not taking any cognizance of complaints filed with it, the Appellants then filed their cases with the Internal Grievance Redressal Cell (IGRC) on 28.12.2020. During the hearing on 16.02.2021, the Respondent No.1 submitted its written statement that,

"As per the society's request old connections of the servant quarter, vide consumer No. 171211573111, 171211544321, 171211503962, 171211561679, 171211535538 and


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171211525672 were permanent disconnected which were in the name of old Owner i.e. Mr. Rahul Taraprakash Vartak, Mr. Taraprakash Prabhakar Vartak and Mr. Shantanu Taraprakash Vartak and new connections released in the name of Society”.

This means that Respondent No. 1 has accepted the initial Ownership of the Appellants and now Respondent has decided that the Appellants are not owners, on the ground of 7/12 abstract, being in the name of Society. This is objectionable, as law of the land is well settled on the issue, “*mutation entry neither creates nor extinguishes the title*” and 7/12 abstract is nothing else but the mutation entry. The servants’ quarters are in the name of Appellant/s and Village registration 8 is also in its name till the date of permanent disconnection of the supply. Moreover, Respondent No.1 is not at all the authority to decide the ownership, and hence it has bluntly exceeded its jurisdiction & power and disconnected the six electricity connections permanently.

(xii) The Respondent No.1 then subsequently released connections in the name of Respondent No.2 at the same installations. Some of the issues with respect to documents are as below: -


Society NOC

The Society has issued NOC, of which its wordings are as below:

“We acknowledge with thanks the receipt of 6 new MSEB meters against our applications for respective servant quarters which are owned by our Society. We have no objection to install all six meters to our respective servant quarters.”

The NOC of the Society is vague and without date and it is after the release of connection in the name of society. The 7/12 abstract and so-called NOC of the Society is kept on record.

Apart from this, it is to state that Society NOC is not an authentic document for release of new connection as per the Supply Condition of the Respondent. There is necessity of entry in Village Register and not NOC of Society.


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The Managing Committee of the Society has written letter to Respondent that the removed meters were not taken back by the Appellants when an attempt to hand it over to them was made by the Society. Now, following questions arise.

- a) Why the Society applied for new connections in the same premises of Appellant when there were already existing connections in the name of the Appellants?
- b) Despite the fact that the removed meters being the property of the Respondent No.1, why it came to be handled by the Society and were directed to be returned to the Appellants.
- c) That why the legal opinion is not taken before the sanctioning of the new connection in the name of society when already connections are existing in the premises and are in the name of the Appellants?
- d) If it is assumed for the time being that the premises is transferred to the Society, why the Respondent No.1 did not choose the route of change of name of the existing six connections with the NOC of the Appellants.
- e) Without sufficient valid documentary evidence of occupancy, the Respondent No.1 relied on 7/12 extract only and released new connections without counter verifying with the Appellants.

(xiii) From series of anomaly in the procedure of sanctioning and confirmation of occupancy of the premises it is crystal clear that


- 1) Ownership of the premises is not transferred, and hence permanent disconnection of the Appellants' supply is illegal and with ill intention and arbitrarily acted upon by sectional officer of Respondent No. 1.
- 2) The Respondent No. 1 acted hand-in-glove with Respondent No. 2.
- 3) The IGRC by its order dated 31.03.2021 has directed to send all papers of new connections in the name of the Society as well as the documents of the Appellants and take necessary legal opinion from Law Officer. This order is bad in law and unjust to the Appellant. The IGRC had neither gone through core facts of the


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grievance of the Appellant i.e., disconnection of existing meters which were there for years together, without any lawful procedure, nor tried to know/ bring the facts on records from the Respondent No.1 during the hearing. The IGRC had totally missed to address the core grievance of the Appellant. The IGRC has misled themselves by getting diverted to non-issue and passed the order. The IGRC had gone beyond their powers by deliberating their rights to redress the grievance to some other officer of Respondent No. 1.

- 4) The Legal Advisor has given its opinion but that is highly questionable as far as its sanctity is concerned.
- (xiv) The Appellants approached the Forum on 27.05.2021. The Forum, by its orders dated 04.10.2021 has dismissed the grievances. The Forum's orders are bad in law, unjust and perverse on all counts and issues. The Forum failed to understand the basic issue of statutory provision of law to protect the rights of consumer and concluded in very wrong manner and hence operational part of the orders is necessary to be reverted in view of existing law position. The Forum also failed to interpret the facts in view of law position.
- (xv) The Appellants suffered irreparable loss due to illegal act of the Respondent No.1 by doing permanent disconnection of their premises without notice and hearing.
- (xvi) The Appellants pray that:
- a) The order issued by the Forum be set aside.
 - b) Interim order of restoration of connection in the Appellants' name be passed till the final disposal of the case.
 - c) To declare permanent disconnection made by the Respondent on the premises of the Appellants as illegal and void.
 - d) The supply of the premises be restored with Appellants' name as hitherto before.


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- e) The appropriate action be taken against the concerned officer of the Respondent No. 1 for violation of Rules and Regulations.
 - f) Directions be issued to investigate the entire case acting in collusion with the Respondent No.2.
 - g) Compensation be awarded to the Appellants, particularly for period of permanent disconnection till restoration of connections in the Appellants' name, violation of various provisions stipulated by the Maharashtra Electricity Regulatory Commission (the Commission) and in the Electricity Act, 2003 (the Act), and harassment to the Appellants.
 - h) The order be issued with cost.
 - i) Any order lawfully fit in the matter.
5. The Respondent has submitted its reply dated 09.12.2021 which is stated in brief as follows:
- (i) The said connections are in the name of Mr. Rahul Taraprakash Vartak, Taraprakash P. Vartak and Shantanu Taraprakash Vartak who are developers of scheme named Mauli Hills which had 190 cottages / plots in 6 sectors. The developers have handed over the developed part of the scheme by way of Conveyance Deed to the Society, namely 2nd Inning Co-operative Housing Society (Respondent No.2) in the year 2012.
 - (ii) The Respondent No.2 submitted the applications for new connections on 24.02.2020 along with copy of documents like Index II, 8A Extract & 7/12 Extract, Society Registration Certificate etc.
 - (iii) Section Officer of the Respondent No.1 approached Legal Advisor Pune Region for guidance upon receiving cross complaints from both the parties.
 - (iv) Legal Advisor Pune Region vide its letter dated 29.09.2020 stated that all the procedure and formalities were completed and therefore the action of releasing the connections to the Respondent No.2 is proper.
 - (v) As per the RTI application of the Appellants dated 19.01.2021, the SDO Mulshi of the Respondent No.1 provided the documents at (ii) above on 10.03.2021.


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(vi) Meanwhile, the Appellants approached the IGRC on 28.12.2020. The IGRC, by its Order dated 31.03.2021 rejected all the prayers of the Appellants. Then the Appellants approached the Forum on 27.05.2021. The Forum, by its order dated 04.10.2021 has rightly rejected all the claims of the Appellants.

(vii) The comments on the prayers of the Appellants are as below:

A) *The order issued by the Forum be set aside.*

No comments.

B) *Interim order of restoration of connection in the Appellants' names be passed till the final disposal of the case.*

Say – Respondent No.1 strongly contest and objects the prayer of these Appellants. Once the Conveyance Deed is executed in favour of the Society namely “2nd Inning Co-operative Housing Society” (Respondent No.2) in the year 2012, the Appellants lawfully relinquish and loses the right as the consumers of Respondent No.1. Hence, the Appellants have no locus standi as far as restoration of connections in their names.


C) *Declare permanent disconnection made by the Respondent on the premises of the Appellants as illegal and void of law and restoration of connection permanently.*

Say – The Appellant cannot demand this claim when Conveyance Deed already executed and all the necessary legal documents are transferred in the name of Society, which is the new owner. Relevant documents are kept on record.

D) *The supply of the premises shall be restored with the Appellant name as hitherto before.*

Say – The Appellants cannot make such prayer as they have no relation with that piece of land after transfer of right to Society.

E) *The appropriate action to be taken against the MSEDCL officer concerned for the violation of Condition of Supply based on Supply Code Regulations 2005 and SOP Regulations 2014 and direction may please be passed to concerned competent authority to take action against concerned officer.*


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Say – No condition whatsoever, has been violated by officer of the Respondent No.1 as the ownership has changed and onus lies with the Appellants to declare change of ownership of the premises in time. Society registration certificate is kept on record.

- F) *Please issue the directives to initiate disciplinary action / enquiry against employer of the licensee or illegal indulgence with the third party and involving in conspiracy to harass the complainant with ill intention.*

Say – This allegation is imagination of the Appellant which merits condemnation and hence to be summarily rejected.

- G) *Please direct the appropriate authority of MSEDCL to initiate criminal proceeding for lodging the complaint to investigating authority, against the section officer and other suspected employees of MSEDCL for indulging in conspiracy with the third party viz “Second inning Co-Operative Society Ltd.” to dislodge existence of electric connections of the Appellants from the premises.*


Say – As Appellants have named “Second inning Co-Operative Society Ltd.” this becomes as triparty issue. Now it becomes necessary to allow Society Office bearers to submit their say for this allegation.

- H) *Compensation shall be paid to the Appellants, particularly for the period of permanent disconnection till the restoration of Appellants’ name connection, violation of various provisions of MERC and the Act 2003 and harassment to the Appellant.*

Say – It is requested to summarily reject this demand and on the contrary, the Appellants be reprimanded for misinterpretation of its rights as consumers, particularly, after relinquishing its ownership status in favour of the said Society and concealing the same from MSEDCL Authority.

- I) *The order be issued with the cost.*

No comments.


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J) *Any order lawfully fit in the matter.*

No comments.

6. The Appellants have submitted para wise rejoinder by email dated 23.12.2021 in response to the reply dated 9.12.2021 of Respondent No.1 which is stated in brief as under: -


(i) That as per say submitted by the Respondent, Conveyance Deed of the 2nd Inning Cooperative Housing Society (Respondent No.2) has been perused by the Respondent No.1. Hence, the Respondent No.1 should concretely prove on record the handing over of 'the servant's quarters (total 6 Nos)' to the society by Mr. Vartak.

(ii) Application of permanent disconnection (PD) for the connections in the name of Mr Vartak or his family member are not submitted by the Appellants. On the other hand, application for PD dated 24.02.2020 is said and that too from the Society is admitted by the Respondent. It is noteworthy that the said connections are in the name of Appellants (Mr. Vartak and his family Members). This itself indicates conspiracy of Respondent officials and Society Officials to overlook mandatory legal procedure laid down by the law. This is specially to dislodge Mr Vartak and his family / Appellants from the premises which is in the ownership and possession of the Appellants.

These six connections are newly released for servants' quarters sometime before 24.02.2020 whereas the Village Abstract 8A appended with the Say of Respondent is of date 11.03.2020 i.e. after the release of connection. This is a clear cut indication of fabrication of the facts and later inserting the documents to this application of Society to benefit and cover up the society by the concerned staff of the Respondent.


(iii) Respondent should prove on record that the information was provided to Mr Vartak on 10.03.2021 under RTI Act, 2005 mentioned as per their say.

(iv) Section Officer of Respondent No.1 statement of threat and cross complaint from the Appellants is highly objectionable and should be withdrawn with unconditional apology.


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- (v) The order of the Forum dated 4.10.2020 is erroneous and not justifying the view taken by them for dismissing the appeal. On one hand the Forum admits that notice of PD is not issued by the Respondent for said connections and on the other hand says that the Appellants view is mala fide without justification. Not a single document is taken on record to prove the mala fide intention of the Appellants is submitted by the Respondent. No Justification is given for analysing the evidence for release of new connections on the said premises of the Appellants. Thus, the order of the Forum is erroneous and hence be set aside.
- (vi) The comments made by Respondent No.1 on relief sought by Appellant and Say submitted on the Para wise comments are as below.
- a. As per initial say of Appellant.
 - b. Respondent No.1 should substantially prove by showing the provision in the Act regarding relinquishing the rights in the consumer and losing the rights of the consumer and also substantially prove that the society got the premises handed over to them by the Appellants. Onus of providing the content of say, lies on Respondent No.1.
 - c. Respondent No.1 should prove the statement of say by appropriate provision in the law. Moreover, Respondent should prove that they are the authority to decide the ownership/ Title /Possession of society or any other person. Law of land doesn't support Respondent stand.
 - d. The Respondent No.1 should prove this statement with provision of law.
 - e. The statement of Respondent No.1, "*Onus lies with consumer to declare change of ownership of premises in time*" is to be proved substantially by the provision in appropriate law/ rules. On the contrary, the Appellants always maintained that ownership of servants' quarters has never been transferred to the society and till date owned by the Appellants. Knowing this objection of Appellants specifically the Respondent's staff has always acted in favour of and in the interest of society. This itself clearly shows the conspiracy of Respondent staff and society office


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bearers. The request of including the society in the proceeding is totally irrelevant, as demand of action is against the Respondent's official by its appropriate authority. Hence, request to indulge the society is to be rejected and to be turned down

f. It is requested to direct the Respondent No.1 to give pointwise reply to the Appellants' Appeal memo along with the evidence/ rules/ Provision of the Act. Failing this may attract law of land. This may be brought to the notice of the Respondent please.

(vii) Most Important: The Appellants further like to issue, 'Notice to produce' documents through this Hon'ble Authority to Respondent/ MSEDCL as below.

- a) All relevant documents for the purpose of PD carried out by the Respondent No.1 like,
 - (i) Application of PD by the consumers.
 - (ii) Latest electricity bill paid by the consumers.
 - (iii) RMO in prescribed formats duly signed by consumers/ it's representative.
 - (iv) Report submitted to concerned Authority for stopping of electricity bill or any other documents on record for PD.
 - (v) Any other documents remaining on record related to this issue i.e. P.D.
- b) All relevant documents for the purpose of new service connection carried out for servant's quarters (in place of PD connection as stated at 1 above) by the Respondent/ MSEDCL like
 - (i) Original application submitted by Society for new connection along with the complete document enclosed.
 - (ii) Site survey Report in prescribed format, if any, carried out by the MSEDCL staff with remark/ opinion/ his observation thereof.
 - (iii) Any further procedure carried out by the MSEDCL / Respondent staff/ officers with documentation like copy of sanction letter, Firm Quotation, Payment details, demand of meters for new connection or meter inventory


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Gate pass of meters, the name of staff who installed the meters to new connection, Report submitted to Billing and first Electricity bill generated report and any other documents on record of MSEDCL/ Respondent.

It is significantly asked under this provision because till date including the Forum, none of these documents have been brought on record for these cases. These documents are vital and most important precious evidence which has been deliberately hidden and suppressed by the Respondent. The Respondent should understand the legal interpretation of not providing above documents in term of well settled law of land.

7. The Respondent No. 1 has filed reply to the Appellant's common rejoinder by email dated 24.12.2021 stating in brief as under:

This Office is in receipt of common Rejoinder in case of 82 to 87 of 2021 signed by Shri. Tarapakash P Vartak, Shri. Shantanu T Vartak and Shri Rahul T Vartak. The Respondent No.1 is governed by the Electricity Act, 2003 and Maharashtra Electricity Regulatory Commission (Electricity Supply Code and Other Conditions of Supply) Regulations, 2005, both amended up to date. Further with reference to the rejoinder submitted to the Hon. Ombudsman, the reply is as below-

- (i) The Appellants have never revealed on document their relationship with Respondent No.2 (Society) in spite of repeated mention by them.
- (ii) The Appellants have never denied of existence of Conveyance Deed and the relation of them with the same.
- (iii) The Appellants are silent as to who had paid the bills from the date of Conveyance Deed in 2012 up to PD of these connections nor they have provided any evidence of the payments in favour of these connections.
- (iv) All the services given by Respondent No.1 to the consumers are application based. It never acts sue-motto in anyone's favour so far as services are concerned. Appellants


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have never intimated nor applied after Conveyance Deed for any change in name, permanent disconnection.

- (v) 5. Respondent No.1 is professionally managed company and never adjudicates between two parties whatsoever be the nature of the grievance.

8. The hearings in the instant case were scheduled on 16.12.2021 and 24.12.2021 at MSEDCL CGRF Office, Pune which were postponed as per the request of the Appellants. Finally, physical hearing was held on 05.01.2022 in this office. The representatives of the Appellants physically attended the hearing at Mumbai while the Respondent was available on e-platform. The Appellants' main concern is that the Respondent has disconnected the connections without serving any notice. Moreover, the connections cannot be permanently disconnected without the express consent of the Appellants. The representatives of the Appellants contended that the 6 servants' quarters to which these 6 electricity connections are provided are not handed over to the 2nd Innings Cooperative Society, and these quarters are still the property of the Appellants. The Appellants argued that the Form 8 and 7/12 extract which shows the name of the Society, does not by itself confer any ownership as such. Further, after removal, the meters were tried to be handed over to the Appellants which were refused. It is not understood as to how the removed meters were in the possession of the Society. Therefore, the Appellants feel that the Respondent acted hand-in-glove with the Society and acted unlawfully in disconnecting the connections permanently. To make the matter worst, the Respondent released 6 new connections in place of the disconnected ones. The Appellants pray that these connections be reinstated in the name of the Appellants and suitable action against the Respondent No.1 be taken.

9. On the other hand, the Respondent argued that the Society handed over all relevant documents regarding its ownership and it did not find any infirmity with the same. The conveyance has also been done in favour of the Society. Therefore, the Respondent acted on these documents and disconnected the then existing meters permanently and new 6 connections are released in the name of the Society. The Respondent has not acted unlawfully in the instant cases. It has acted in


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good faith and relied on the documents submitted by the Respondent No.2 which is a registered cooperative society. It has also perused the conveyance deed registered between the Appellants and the Society. The premises is in possession of the Society, and it is paying electricity bills of these six connections as revealed by the Society.

10. There being claims and counter claims with respect to ownership of the land which is said to have been conveyed to the Society, I felt it necessary to implead 2nd Innings Cooperative Society Mulshi as the necessary party to the litigation as Respondent No.2. The secretariat of this office is therefore, directed to issue notice to the Society for submission of its say before the next hearing, and it will be allowed to argue, if it so desires, during the hearing.


11. Pursuant to impleading the Society as the Respondent No.2, it has submitted its say dated 16.01.2022 which in brief is as under:

- (i) Mr. Taraprakash. P. Vartak, Mr. Rahul Taraprakash Vartak and Mr. Shantanu Taraprakash Vartak hereafter called as a Developer for the sake of convenience have filed Cases No. 82/2021 to 87 of 2021 against MSEDCL Mulshi.
- (ii) The Developer had developed the Scheme on the basis of Pune Collector's NA Order No. PMH/NA/SR/172/3 Dt 17.05.2001 for Tourism development Zone area admeasuring 232425 Sq. Mtrs. out of total land 413500 Sq. mtrs.
- (iii) The Developer completed the project approximately by March 2008. For 4 years he was avoiding executing Conveyance Deed in favor of 2nd Inning Co Op Housing Society Ltd. When members of the Society started talking about the legal provisions of deemed conveyance deed, the Developer who was then a member of the managing committee of the society executed a Registered Sale/ Conveyance Deed on 31.03.2012.
- (iv) 2nd Inning Cooperative Housing Society is registered which came into existence on 15.09.2001 with Registration No. 990/Year 2001.


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- (v) The said land, plan approved including the roads therein, all the infrastructure, implementation of the said plan by putting fencing on the entire area/gate etc. as per Government approved Plan was transferred by the said conveyance deed in favor of the Society.
- (vi) The Developer has attached the Village Register 8 documents which states that the premises are Patra Shed Sauchalaya in following names without giving date on which these Patra Shed Sauchalaya were built. Developer had not taken permission of the Society or any concerned Government Authority to build the same.
- (vii) These Patra shed Shauchalaya were built in the year 2009-10. Developer without the knowledge of the society managed to enter it in Gram Panchayat Record as his own. The Gram Panchayat extract of the year 2009-10 record is attached herewith for your reference and on record.
- (viii) All servants staying in these premises, namely, servant quarters are direct employees of Society. The Society, being the owner, is collecting charges for maintenance / upkeep of servant quarters from members of the CHS whose servants are staying in the respective servant quarters.
1. Milkat No. 537 in the name of Taraprakash P. Vartak
 2. Milkat No. 538 in the name of Taraprakash P. Vartak
 3. Milkat No. 539 in the name of Taraprakash P. Vartak
 4. Milkat No. 540 in the name of Rahul Taraprakash Vartak
 5. Milkat No. 541 in the name of Rahul Taraprakash Vartak
 6. Milkat No. 542 in the name of Rahul Taraprakash Vartak
 7. Milkat No. 543 in the name of Rahul Taraprakash Vartak
 8. Milkat No. 544 in the name of Taraprakash P. Vartak
- (ix) The meters of Respondent No.1 connected to above premises were in the names of Mr. Taraprakash P. Vartak, Mr. Rahul T. Vartak and Mr. Shantanu T. Vartak. The point to be noted here is that, how come meter allotted to Mr. Shantanu T. Vartak was


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connected to above premises. Was the said meter connected by MSEDCL Authorities or by Developer himself? This may not be correct as per MSEDCL rules. MSEDCL authorities should be asked to take suitable cognizance of the same.

- (x) On 31.03.2012, the Developer handed over complete premises of TDZ project by executing 6 Conveyance Deeds of 6 Sectors to the 2nd Inning Co. Op. Housing Society Ltd. Accordingly, legal ownership documents such as, 6 Index II, 6 extracts of 7/12 and 6 Extracts of 8 A were issued by the Registrar and Talathi office in the name of 2nd Inning Co Op Housing Society Ltd. The said documents are already produced before this Authority for reference and kept on records. Only Government Authorities can give legal ownership, title deeds, documents of the premises. Gram Panchayat has no authority to issue ownership rights, documents to any one of any premises. Gram Panchayat issues 8 is not called 8 A as per Talathi office record.


Section 8 of Transfer of Property Act, 1982 which is self-explanatory:


Central Government Act

Section 8 of The Transfer of Property Act, 1882

8. Operation of transfer. —Unless a different intention is expressed or necessarily implied, a transfer of property passes forthwith to the transferee all the interest which the transferor is then capable of passing in the property and in the legal incidents thereof. Such incidents include, where the property is land, the easements annexed thereto, the rents and profits thereof accruing after the transfer, and all things attached to the earth; and, where the property is machinery attached to the earth, the moveable parts thereof; and, where the property is a house, the easements annexed thereto, the rent thereof accruing after the transfer, and the locks, keys, bars, doors, windows, and all other things provided for permanent use therewith; and, where the property is a debt or other actionable claim, the securities therefor (except where they are also for other debts or claims not transferred to the transferee), but not arrears of interest accrued before the transfer; and, where the property is money or other property yielding income, the interest or income thereof accruing after the transfer takes effect.


All legal title documents in the name of society are very clear without any rights reserved in favour of the Developer. As per above Section 8 of the Transfer of


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Property Act 1882 and the Law of the land the legal ownership of the said premises is with the 2nd Inning Cooperative Housing Society Ltd. only. Developer has no legal ownership right in the said premises.


- (xi) Society has given application to Gram Panchayat Agalambe on 28.02.2015 which is kept on record for mutation of its records and issue Gram Panchayat tax receipt in the name of 2nd Innings Cooperative Housing Society Ltd. for the said premises. Mr Taraprakash Vartak and Rahul Vartak has given their objection vide their letter on 06.04.2015. It may be noted that name of Mr. Shantanu T. Vartak is not there in the said letter.
- (xii) Society has given Reply to Gram Panchayat on 25.04.2015 against Developer's objection. Society's application is still pending in Gram panchayat. Unfortunately, in the year 2016 Managing Committee of the Society was changed and Developer Mr. Taraparakash P. Vartak again joined the managing committee which never made any correspondence or follow up with the Gram Panchayat. Copy of our application for mutation of records filed with Agalambe village Gram Panchayat is still pending.
- (xiii) Our Submission is that the Society had asked the Developer many times to give NOC to transfer meters in the name of the society.
- (xiv) Society took Legal Opinion from Advocate Mr. Ganu which is kept on record for reference. In the report it is clearly mentioned by the Advocate that according to Section 8 of Transfer of Property Act 1882, the 2nd Inning Co Op Housing Society Ltd. is the legal owner of the said property or premises and not the Developer.
- (xv) The copy of legal opinion was given to Developer Mr. Vartak and his acknowledgement was obtained. The copy is kept on record. Developer could not


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produce any valid document or legal provision against the same. It was clarified to the Developer that the Gram Panchayat has no Authority to give any legal ownership rights to anyone.

- (xvi) Please note that after Conveyance was done, the Society is paying NA Tax to the Government.
- (xvii) Society has waited for more than 5 years since informing Mr. Vartak that the land and attached units now owned and belong to the Society as per law of the land. The Developer should have obtained a Court order establishing his legal ownership of the said premises if he was thinking otherwise.
- (xviii) After waiting for a significant number of years, 2nd Inning Co Op Housing Society Ltd. made an application on to MSEDCL Authorities to issue 6 new meters supported by submission of society's ownership legal documents of the said premises.
- (xix) After due diligence and inspecting the documents, Respondent No. 1 issued the Society demand notice for necessary charges and after payment of the same by the Society, the concerned authorities of Respondent No.1 issued new meters and installed them on 17.12.2019 and power supply was started for the respective Servant Quarters.
- (xx) The Developer should have intimated MSEDCL about the Conveyance Deed Executed in the favor of Second Inning Co Op Housing Society Ltd on 31 March 2012. Developer Lawfully relinquished and lost the right as the consumer of MSEDCL after conveyance. Developer has no locus standi to demand restoration of connection.



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- (xxi) Please do not restore developer's connection on the property owned by the Second Inning CHS Ltd.
- (xxii) We would further like to take on record very categorically that the tone and tenor in the language used by the developer in their applications is highly objectionable and very harsh words with wild allegations without having any substantial evidence. This has pained the very respectable members of the society who are law abiding. The members and office bearers may choose to address appropriate action on the same in their individual capacity separately.
- (xxiii) The Respondent No.2 would like to request Hon. Ombudsman to strike down these unwarranted allegations made in their applications and hereby pray to Hon. Ombudsman to dismiss the claims and demands of the Appellants in all above Cases No. 82 to 87 of 2021 filed against MSEDCL.

12. After impleading the Society as Respondent No. 2, second physical hearing was held on 17.02.2022 at Conference Hall of Rest house, MSEDCL Pune. All the parties argued in line with their written submissions. The representatives of the Appellants once more argued and explained its stand in detail. However, I am at pains to note down here that the representatives of the Appellants made wild allegations not worthy of recording here in this order. Moreover, the tone and toner of the arguments were not in good taste. All these allegations were drawn on wild imaginations and inferences without substantiating it. While arguing, the representatives of the Appellants, pointed out and submitted some case laws namely

- Supreme Court Judgment dated 23.08.1996 in Smt. Sarwarni Vs. Smt. Inder Kaur & Ors.
- Supreme Court Judgment dated 17.04.2015 in C.A. No. 3725- 3726 of 2015 Lakshmaiah Reddy & Ors Vs. Venkatesh Reddy.
- Supreme Court Judgment dated 15.09.1993 in C.A. No. 528 of 1987


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- Supreme Court Judgment dated 25.01.1994 in CA No. 662-63 with 669 of 1991 with CA No. 394 & 395 of 1994.
- Judgment dated 03.11.1972 in F.A. No. 109 of 1960 in State of Madhya Pradesh Vs. Jhankar Singh.
- Supreme Court Judgment dated 11.07.2011 in C.A. No. 5493 of 2011.
- Supreme Court Judgment dated 29.05.2013 in Cr.A. No. 896 of 2011 of Rohtash Kumar Vs State of Haryana.
- Supreme Court Judgment dated 07.10.2009 in Cr.A. No. 1233-34 of 2002 of Arulvelu & Anr. Vs. State of Madras
- An article on doctrine of non-traversal by Chitkarashefali drawn from the internet.

The representatives further argued that the finding of the Forum is perverse, and it is not based on factual position of the case. Moreover, title of property does not by itself prove the ownership of the concerned. Mr. Dhage, one of the representatives of the Appellant, also argued that 7/12 extract, Index II, etc. does not confer any ownership right on the said property. The Tin Patra Shed was never transferred to the Society through Conveyance Deeds mentioned by the Respondent No. 2. The action on the part of the Respondent No.1 shows that it acted hand-in-glove with the Society.

13. The undersigned then posed a question, specifically to Mr. Dhage, one of the representatives of the Appellants (who as per my knowledge is a retired officer in the engineering stream of Respondent No.1), if 7/12 extract, Index II is not conferring any right of ownership, then which particular documents confer the right of ownership, to which he replied that Property registration document is the document which confers the said right. Then I posed a second question, as to which documents he used to rely on when he was officiating as an engineer in charge for release of connections to all categories of consumers. In reply, he kept mum. I then, again, insisted whether he never sought 7/12 extract for releasing agriculture connections, again, he kept mum. On the


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contrary, he simply read out the provisions in the Regulations with respect to documents to be submitted while applying for connections.

14. The Respondent No. 1 argued that they are responsible officers of MSEDCL which is a public utility. They accepted that there might be procedural issues not only in this case but in many other cases, however, in the instant case, it acted on the fact that the Society is registered, and the conveyance deed has been executed on 31.03.2012. In addition, the Society orally informed them that the Developer / Appellants is not providing any NOC for change of name and the electricity bills of these six connections are paid by the Society and the Developer has no right whatever on the Tin Patra Sheds and the electricity connections therein. The action on the part of the Respondent is a standard usual practice adopted across the board in its organisation which is a public utility. Therefore, in their opinion they have not committed any crime and nor acted hand-in-glove with the Society. Even it sought the opinion of its Law Officer when the cross complaints were received which also confirm that the action of the concerned officer of the Respondent No. 1 is correct.

The Respondent No. 2, at the outset, objected in a very polite way to the wild unsubstantiated allegations orally made by the representatives of the Appellants during the hearing. The representative further said that such type of allegations is unwarranted and not in good taste. Further, it being a Society, it has no reason to act in collusion with Respondent No.1. It further argued that Section 8 of the Transfer of Property Act, 1882 makes the picture very clear and he read out the entire Section. The conveyance deed has been executed and registered by the Developer in favour of the Society on 31.03.2012. By virtue of this conveyance deed read with Section 8 of the Transfer of Property Act, 1882, the Developer ceases its right over the parcel of land conveyed to the Society through six conveyance deeds, and therefore, it also ceases its right on the electricity connections which stood in the names of the Appellants. The Society made umpteen efforts and tried to seek NOC of the Developer for transfer of electricity connections in the name of the Society, but it did not come through for the best reasons known to the Developer.


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The Developer also objected to the application for mutation made by the Society with the Gram Panchayat Authority. This mutation is still pending with the Gram Panchayat Authority for the reasons best known to them, despite the fact that six conveyance deeds have been executed by the Developer. Notwithstanding this pendency with Gram Panchayat Authority, the Society for all practical and legal purposes is the lawful owner and occupier of the premises conveyed through six conveyance deeds and enjoying its all rights over the premises. It also submitted that maintenance of the 6 Tin Patra Sheds which are also known as Servants' quarters is done by the Society. Not only that electricity bills for the same are also paid by it. The Society specifically further stated that the one of the Appellant was a member of the managing committee of the Society and this issue has never been raised, agitated, or lawfully dealt by the Appellants. It was only after the electricity connections were disconnected, the Appellants made hue and cry about the non-issue.

Analysis and Ruling

15. Heard the parties and perused the documents on record. The Appellants argued that the 'Title' as recorded in 7/12 extract, Index II, etc. does not confer any 'ownership' in favour of the person named in such document. In support of this, the Appellants cited Hon'ble Supreme Court Judgment dated 15.09.1993 in CA No. 528 of 1987 wherein the Punjab Land Revenue Act (17 of 1887), S.31-Record of Rights-are only for fiscal purpose- No title is created by them. Entries made by Patwari in official record are only for fiscal purpose, no title is created by them. This was also read out by the Appellants in the hearing.

I am of the opinion that the 'Title' as it is on the record of the respective Revenue Authorities, Conveyance Deed in respect of CHS, individual Sale Deed registered by the Registrar, primarily confers the ownership in the property so conveyed, unless it is objected to and subsequently set aside through appropriate legal proceedings by the appropriate Court of Law. Until such time, all these documents are taken on face value and transactions are made day in and day out in the present day society. However, I am of the firm opinion that the Appellant has very superficially, without going into the facts of the case in the citation has simply cherry picked a particular phrase and tried


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to coin it. The case in the citation is totally different from all coordinates, with the case of the Appellants in the instant representations. Therefore, this citation is not applicable and for the very reason, I do not find it necessary to delve into the other citations too, one of them being about perverse finding.

16. Mr. Taraprakash Vartak and Rahul Vartak has objected vide their letter on 06.04.2015 to the mutation application filed by the Society with the Gram Panchayat. It may be noted that name of Mr. Shantanu T. Vartak is not there in the said letter despite him, being an electricity consumer and one of the Appellant. There is also no mention from the Appellants as well as from the Respondent No.1 that how come Mr. Shantanu Vartak is having an electricity connection at the said premises.

17. I noted that the Respondent No.2 vehemently argued that the bills of all these six connections are paid by it, and for this very reason, from the accounting point of view of the CHS, the connections were required to be transferred in its name but unfortunately, the Developer did not cooperate, and the Respondent No.2 was left with no other option to get the new connections released by disconnecting the old ones. The Appellants have not contested the claim of the Society with regards maintenance of the Tin Patra Sheds done by it and payment of electricity bills made by the Respondent No. 2.

18. I noted that the Appellants simply argued that the Tin Patra Sheds were not transferred through the said Conveyance Deeds, but it did not produce any documentary evidence substantiating the same. In addition, 7/12 record shows the name of Respondent No.2 (Society).

19. I also noted that except objecting to the mutation application of the Respondent No.2 and not providing NOC for change of name of electricity connections, the Appellants have not initiated any legal proceedings in the appropriate Court of Law to take possession of so-called Tin Patra Shed which are now the servants' quarters used by the Respondent No.2 and maintenance of which is being made through the maintenance paid by the members of the Society. Therefore, the argument of the representative of the Appellant, especially Mr. Dhage, that Tin Patra Sheds were


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not covered in the Conveyance Deed And therefore were not transferred is not on sound footing and does not hold any water.

20. Normally, the documents submitted to any Authority are prima facie taken at its face value and acted upon. It is not expected to go into the detailed verification of such documents, else no proposal will ever see the light of the day. Moreover, a declaration is always taken by the person who submits such documents that it is true and if proved otherwise, he will be responsible for the same. This exactly happened in the instant cases.

21. I read the Indenture of Sale dated 31.03.2012, particularly, para 4(i) and (ii). The language used in the said paragraphs clearly establishes that the right of a purchaser to occupy or possess and enjoy the property thereby conveyed with their appurtenances has been conveyed by the seller i.e. the Appellants to the Respondent No.2 i.e. the Society. Further it also states that the purchaser will receive rents, earn profits and every part thereof for its own use and benefit without any suit, lawful eviction, or interruption, claim and demand whatsoever from or by the Developer / Landowner or its successor or any of them or by any person or persons claiming or to claim, from under or in trust for them or any of them.

22. From the above discussion, I have no doubt in my mind that the claim of the Appellants that the 6 Tin Patra Sheds are not transferred through the Conveyance Deed, is legally not tenable. Once, this proposition is accepted, the Right of the Transferor (Appellants) so far as the 6 electricity connections are concerned ceases and stands automatically extinguished / deemed relinquished. However, this will have a Caveat that the amount of Security Deposit and the demand for refund lies with the Appellants, which is mere a formality to be completed by the Appellants in coordination with Respondent No.1.

23. In the entire proceeding, I felt that the Appellants' main grievance is only to the extent that the Respondent No. 1 did not serve them any notice before permanently disconnecting the connections and the arguments with respect to ownership of Tin Patra Sheds and rights therein are mere conjunctures and peripheral arguments, the reason being that the Appellants have not initiated


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any Suit in the appropriate Court of Law for contesting its claim with respect to rights in Tin Patra Sheds. This has been appropriately taken note of in the order of the Forum.

24. I am of the opinion that the Respondent No. 1 officials may not be culpable, but they have made procedural irregularities without creating any official documents. The Respondent No.1 could have well transferred the connections in the name of Respondent No.2 on the strength of Conveyance Deed. Instead, they insisted for NOC from the Appellants which was not necessary. By doing so, they have not only erred procedurally, but they have wasted its valuable inventory of meters whereby these meters could have been used for prospective consumers.

25. In view of the above, the Representations stand rejected.

26. The secretariat of this office is directed to send a copy of this order to the Chief Engineer and Superintending Engineer to issue suitable guidelines to sensitize their field officers to deal with such type of cases.

Sd/
(Deepak Lad)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

