

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

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

REPRESENTATION NO. 65 OF 2024

In the matter of Change of Name

Rajesh Navmani Devendra Appellant

V/s.

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

Tamilnadu Devendra Velalar Sangham (T.D.V. Sangham).....Respondent No.2

Appearances:

Appellant : Devendra Navmani

Respondent No. 1: 1. Sunil S. Gawade, Divnl. Engineer CC-G/N
2. L.S. Patil, Supdt.
3. D.S. Thamke, AAO

Respondent No. 2: Bhoominathan Veeman Devendra, Chairman, T.D.V. Sangham

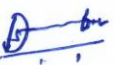
Coram: Vandana Krishna [I.A.S. (Retd.)]

Date of hearing: 23rd April 2024

Date of Order : 24th May 2024

ORDER

This Representation was filed on 6th March 2024 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity


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Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 15th January 2024 (Interim Order) and 30th January 2024 (Final Order) in Case No. GN-491-2023 passed by the Consumer Grievance Redressal Forum, BEST Undertaking (the Forum).

2. The Forum passed an interim order on 15th January 2024 with the following observations and directions:

“b) The Respondent No. 1 is hereby directed to restore the electric supply on or before 17/01/2024 in the disputed premises.

c) The detailed judgment will be passed in due course.”

Subsequently, the Forum by its final order dated 30th January 2024 partly allowed the grievance application. The operative part of the order is as below:

“2) The order dtd. 24/05/2023 passed by AAM IGR CCGN is set aside.


3) The Respondent No. 1 is directed to restore the electric supply by installing electric meter in the said property as directed in the interim order dated 15/01/2024 passed by this Forum

4) The Respondent No. 1 is hereby further directed to revert back the electric meter in the name of original consumer, that is, Shri Samuvel Durai.”

3. PREAMBLE

(i) The Original electric connection was in the name of Samuvel Durai (Cons. No. 781465013) from 18.09.1974 at Room No. 6, Gr. Floor, 262 C, Poonawala Chawl, Dharavi, Main Road, Opp. Abhyudaya Bank, Dharavi, Mumbai 400 017. This property was taken by Samuvel Durai from Yusuf Aga, Main Owner under “pagdi system”.

(ii) The Appellant (Rajesh Navmani Devendra) is the grandson (daughter’s son) of Samuvel Durai, who had one son and three daughters namely Johnson, N. Selvi (mother of Rajesh Navmani Devendra who expired recently), Rebeka, and one expired daughter who was


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Electricity Ombudsman Mumbai




living in her native place. The Appellant claims that his grandfather (Samuvel Durai) gifted this property to him by gift deed dated 12.04.2018.

- (iii) The Respondent No. 2 [T.D.V. Sangham)] claimed that this property was purchased from Samuvel Durai under pagdi system vide affidavit dated 18.05.1999, and is in the possession of T.D.V. Sangham Trust from 1974 till date for common use. The electric connection was taken in the name of Samuvel Durai as he was the leading member of T.D.V. Sangham.
- (iv) The sequence of change of names is tabulated below:

| Change of Name | | | Date of change of Name | New Cons.No. | Remarks |
|-----------------------------------|--------------|-----------------------------------|------------------------|--------------|---|
| From | Old Cons.No. | To | | | |
| Samuvel Durai | 781465013 | Rajesh Navmani Devendra | 21.06.2018 | 781465007 | (i)Date of Supply of Samuvel Durai was 18.09.1974. (ii)The change of name was done as per Gift Deed dated 12.04.2018. (iii)Samuvel Durai expired on 22.09.2018 |
| Rajesh D. Navmani | 781465007 | Tamilnadu Devendra Velalar Sangam | 21.02.2019 | 781465010 | (i) Purchased from Samuvel Durai and NOC from legal heirs of Samuvel Durai. (ii) Occupation with Tamilnadu Devendra Velalar Sangam |
| Tamilnadu Devendra Velalar Sangam | 781465010 | Rajesh Navmani Devendra | 11.08.2023 | 781465016 | (i) Complaint was filed by Rajesh Navmani Devendra against the TDV Sangam Trust in ICRS on 10.01.2023 (ii) The ICRS by its order dated 23.05.2023 directed to revert & restore the name of Rajesh Navmani Devendra. |
| nil | 781465016 | nil | nil | nil | The supply was temporarily disconnected on 24.11.2023 as per request of Rajesh Navmani Devendra. |
| nil | 781465016 | nil | nil | nil | Tamilnadu Devendra Velalar Sangam requested for reconnection before the Forum & supply was restored as per Interim Order of the Forum dated 15.01.2024 |
| Rajesh Navmani Devendra | 781465016 | Samuvel Durai | 09.03.2024 | 781465018 | As per the Final Order of the Forum dated 30.01.2024 the original name of Samuvel Durai was restored. |

- (v) The Appellant, Rajesh Navmani Devendra has filed a case before the Metropolitan Magistrate (M.M.) Bandra against the T.D.V. Sangham & five others [Note: 5 others are


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 Secretary
 Electricity Ombudsman Mumbai



the office bearers of T.D.V. Sangham]. The case was registered vide C.C No. 93/SW/2020 in the year 2020. Rajesh Navmani states that the electric meter C/00225/Account No. 781465007 was illegally transferred in the name of T.D.V. Sangham without his consent. The main prayer in the case was as below: -


- (a) The complaint may be sent to Dharavi Police Station for investigation under Section 156 (3) of the Cr.P.C.”

[Note: The Magistrate has the discretion to direct a police investigation into the complaint without passing elaborate orders.]

Accordingly, Senior Police Inspector, Dharavi Police Station submitted the inquiry report to M.M.’s Court, Bandra vide letter dated 21.12.2021. The inquiry report states that the electricity bill was in the name of Samuvel Durai from 08.09.1974. Rajesh Navmani applied for transfer of name on the electricity bill which was effected on 25.06.2018. Then T.D.V. Sangham requested to transfer the electricity bill to its name which was effected on 21.02.2019 on the basis of fraudulent papers. The said case is pending for decision before M.M.’s Court, Bandra.

4. Aggrieved by the final order of the Forum dated 30.01.2024, the Appellant has filed this representation. A physical hearing was held on 23rd April 2024 where all the parties were heard at length. The Appellant’s submissions and arguments are stated as below: -


- (i) The original consumer was Samuvel Durai (No. 781465013) from 18.09.1974. He was a residential consumer having sanctioned load of 1.83 KW at the address mentioned in para 3(i).
- (ii) The Appellant contended that his grandfather (mother’s father), Samuvel Durai gifted the said property to him vide notary gift deed dated 12.04.2018, and the Appellant is entitled to all the benefits of this property under the pagdi system.
- (iii) Thereafter the Appellant applied for change of name on 21.06.2018 on the basis of this gift deed, and this change of name was effected in the name of Rajesh


(Dilip Dumbre)
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Electricity Ombudsman Mumbai



Navmani, who is residing at Room No. 10, Satish Niwas, Sant Mira Bai Road, Near Pushpak Building, Ghartan Pada, Dahisar (East), Mumbai – 400 068.

- (iv) The Respondent No. 1 has changed the name from Appellant to Respondent No.2 (T.D.V. Sangham) wrongly. The Appellant filed a complaint with the Internal Consumer Redressal System (AAM IGR CCGN / ICRS) against T.D.V. Sangham on 10.01.2023 regarding this change of name which was effected by T.D.V. Sangham by submitting fraudulent papers. The ICRS by its order dated 23.05.2023 directed to revert and restore the original name of consumer Rajesh D. Navmani on the basis of the following documents submitted:
- Rent Receipt Jan.2022 to Dec.2022
 - Landlord's NOC letter to Rajesh Navmani Devendra & Objection to T.D.V. Sangham.
- (v) Thereafter, the Appellant requested temporary disconnection due to misuse of his premises, and the Respondent No. 1 disconnected the supply on 24.11.2023.
- (vi) The Respondent No. 2, T.D.V. Sangham approached the Forum after nearly 5 months i.e. on 30.11.2023. The complaint was not made within 30 days but beyond the limitation period and still the said complaint was entertained, and the order came to be passed as mentioned in para 2. This order of the Forum is bad in nature as it was passed without going to the factual position.
- (vii) The T.D.V. Sangham were not able to submit the order passed by the Hon'ble M.M.Court, 12th Court, Bandra, Mumbai. Also, the T.D.V. Sangham could not confirm and prove its tenancy documents.
- (viii) There was no need for the Forum to transfer the name of the electric connection in the name of the original consumer, Samuvel Durai when his own grandson i.e. the Appellant was available, and the room was given in his name through a Gift Deed. No documents were produced by the Trust showing that the late Samuvel Durai was a member of the T.D.V. Sangham.


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai




- (ix) The Appellant states that the T.D.V. Sangham made an affidavit on 18.05.1999 with Samuvel Durai, the original owner after paying sale consideration. The T.D.V. Sangham has further stated that they have received another confirmation of sale vide “affidavit -cum confirmation” on 28.12.2015. Affidavit after paying sale consideration, and affidavit of confirmation of sale, are two different documents. A simple affidavit cannot be called a Sale Agreement. Neither sale agreement has been brought forward by the T.D.V. Sangham so far. Based upon the forged and fabricated documents, the Forum has passed the said order which is erroneous, and it has no right to reverse / interfere in an Order passed by the AAMCC (G/N).
- (x) In view of above, the Appellant prays that –
- A) The Forum’s order dated 30.01.2024 be set aside.
- B) Till the final hearing and disposal of this appeal, a stay order be granted on the implementation of its order dated 15.01.2024 and 30.01.2024.
- C) The order dated 23.05.2023 passed by AAMCC [G/N] be restored.
- D) Till the final hearing and disposal of the appeal, the Appellant may be allowed to pay the electric bills in the name of the Appellant.

5. The Respondent No.1 (BEST Undertaking) filed its reply on 26th March 2024. Its submissions and arguments are stated as below: -

- (i) The Respondent No.2 (T.D.V. Sangham) had filed a grievance against the order of ICRS for change of name from T.D.V. Sangham to Mr. Rajesh Navmani Devendra as tabulated in Table 1.

History of the case :

- (ii) The original consumer, Samuvel Durai was given electricity connection on 18.09.1974 at the above address. The T.D.V. Sangham has been in possession of the premises since 1974.

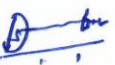

(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



- (iii) The first change of name in the electric bill was in the name of Mr. Rajesh Navmani from 21.06.2018 by considering the gift deed dated 12.04.2018 from Samuvel Durai to Rajesh Navmani as shown in Table 1.
- (iv) Then the Respondent 2 (T.D.V. Sangham) submitted an application dated nil for change of name by submitting the following documents:
- Letter of Undertaking dated 20.02.2019 on an indemnity bond for self-declaration of taking responsibility in case of any consequences.
 - Electric Bill of Rajesh Navmani of Feb. 2019.
 - General Power of Attorney dated 23.01.2019 by Rajesh Navmani to T.D.V. Sangham to act on his behalf for transfer of name on the electricity bill of the disputed premises
[Note : Rajesh Navmani claims that this is a fraudulent document]
 - Pan Cards & Aadhar Cards of authorized signatories of T.D.V. Sangham
 - Agreement of sale dated 23.01.2019 on notary of Rs.100/- stamp paper between Rajesh Navmani and T.D.V. Sangham, with a total sale consideration amount of Rs.9 lakhs.**

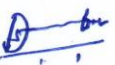
As per the above documents, the Respondent No. 1 effected the change of name on 21.02.2019 from Rajesh Navmani to T.D.V. Sangham. *[Note: The Change of Name was effected in favour of T.D.V. Sangham on 21.02.2019 after the above Agreement of sale dated 23.01.2019 for a consideration sale amount of Rs. 9,00,000/- executed between Rajesh Navmani and T.D.V. Sangham. However, the photograph of Rajesh Navmani at that time and the one shown during the hearing differs.]*

- (v) The Appellant (Rajesh Navmani) submitted an objection letter on 10.01.2023 to the Respondent against the change of name from Rajesh Navmani to T.D.V. Sangham with the following main documents.
- Electric bill of Rajesh Navmani dated 18.03.2019.
 - Rent Bill No. 4915 dated 25.01.2022 in the name of Rajesh Navmani Devendra


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

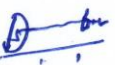


- No Objection Letter of owner Mr. Jallandin Aga, confirming that Rajesh Navmani is the owner of the said premises, and he has filed a criminal complaint against T.D.V. Sangham before the Hon'ble M.M. Bandra Court. He has no objection to retransfer the electric bill in the name of Rajesh Navmani.
- (vi) T.D.V. Sangham had given a letter dated 17.03.2023 mentioning that the matter is pending in M.M.'s 12th Court at Bandra, Mumbai vide C.C No. 93/SW/2020.
- (vii) The ICRS of the Respondent No.1 scheduled a hearing on 23.02.2023; however, on the hearing day the complainant & Respondent No.2 were not present.
- (viii) The case was again rescheduled for a hearing and was heard on 23.03.2023, when both the parties were present. Rajesh Navmani submitted a written statement along with Gift Deed and Rent Receipt, stating that the change of name had been carried out without his permission.
- (ix) At the time of hearing Shri. Bhominath Devendra, President of T. D.V. Sangham gave a statement with the following main document.
- Agreement of Tenancy dated 19.08.2019 executed between Mr. Yousuf Karim Aga, Constituted Attorney by Mr. Z. A. Aga (Landlord) & T.D.V. Sangham along with Rent receipt of Aga's Estate from Aug. 2019 to Dec. 2019 in favour of T.D.V.Sangham.
- (x) Rajesh Navmani in his submission stated that the change of name was effected by T.D.V. Sangham by submitting fraudulent papers, and requested that the meter be restored in the earlier name i.e. Rajesh Navmani.
- (xi) Considering the facts & findings in the matter, AAMCCG/N i.e. ICRC of the Respondent No.1 passed an order on 23.05.2023 to revert and restore the name of the earlier consumer, Rajesh Navmani on the electricity bill.


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



- (xii) The order of ICRS was implemented on 11.08.2023. Then Rajesh Navmani requested for disconnection of (his own) supply in November 2023, and the supply of the said premises was disconnected on 24.11.2023.
- (xiii) Not satisfied with the ICRS order and disconnection thereafter, T.D.V. Sangham (Respondent No.2) filed a grievance application in the Forum on 01.12.2023 with the following documents:
- 1) Society Registration & Trust Registration Certificates of T.D.V. Sangham dated 18.10.1958.
 - 2) Affidavit dated 18.05.1999 of Mr. J. Samuvel Durai declaring that T.D.V. Sangham has purchased the said property on pagdi system without mentioning any amount.
 - 3) Affidavit cum Confirmation dated 28.12.2015 executed on an indemnity bond of Rs. 100/- stamp paper by Mr. J. Samuvel Durai, confirming that T.D.V. Sangham is the legal owner of the said room, and he, himself and / or his family members (Johnson, son / Selvi, daughter / Rebeka, daughter) have no rights on the above-said premises. He also states that he was managing the day-to-day work of T.D.V. Sangham, and therefore an electricity connection was obtained in his name.
 - 4) Statement dated 08.08.2021 of legal heir (Johnson Samuvel Durai) confirming that the ownership of the property is of T.D.V. Sangham, and stating that Rajesh Navmani has forcefully taken the signatures of his and his father on the documentation of gift deed dated 12.04.2018 of the premises.
 - 5) Agreement of Tenancy dated 19.08.2019 executed between Mr. Yousuf Karim Aga, Constituted Attorney by Mr. Z. A. Aga (Landlord) & T.D.V. Sangham. Rent receipt of Aga's Estate dated 09.08.2019 is kept on record.
 - 6) Letter of T.D.V. Sangham dated 09.12.2019 addressed to BEST, taking objection against change of name to third party.
 - 7) **Letter of T.D.V. Sangham to Administrative Officer, BEST, Customer Care (G/North) Dept. dated 17.03.2023 intimating that the subject matter is sub-judice**


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Electricity Ombudsman Mumbai



and pending in the M.M's 12th Court, Bandra, Mumbai vide C.C No. 93/SW/2020.

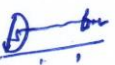
8) Letter to BEST Officers, the G.M., CGRF, Supdt. Dharavi dated 22.09.2023, RTI Application dated 25.09.2023.

(xiv) In view of the above submissions, the Forum passed its Order dated 30.01.2024 which is already given in para.2 of this order. This order has been immediately implemented as under:

- a) Electric supply was restored on 17.01.2024.
- b) Electric meter was restored in the name of the original consumer Shri. Samuvel Durai on 09.03.2024.

(xv) Now Rajesh Navmani Devendra has submitted an appeal to the office of the Electricity Ombudsman (Mumbai) against the above order along with the following documents:

- 1) Death Certificate of Samuvel Durai dated 31.01.2019.
- 2) Load Certificate of Consumer No. 781465013 in the name of Samuvel Durai dated 14.05.2018.
- 3) Receipt of requisition fee (statutory charges) of Consumer No. 781465007 dated 21.06.2018.
- 4) Payment details of Consumer No. 781465010.
- 5) Change of name application, online application ID No. 2308276121.
- 6) Security Deposit Receipt of Rajesh Navmani for change of name of Consumer No. 781465013 dated 21.06.2018.
- 7) Security Deposit Receipt of Rajesh Navmani for change of name of Consumer No. 781465010 dated 11.08.2023.
- 8) Old electricity bill for the months of April and June 2018 of Consumer No. 781465013 of Samuvel Durai.


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai




9) Landlord Mr. Jallandin Aga (Owner of Aga Estate) letter to Shri. Rajesh Navmani dated 24.08.2018 mentioning that the said room is transferred in the name of Rajesh Navmani by executing gift deed dated 12.04.2018 in his name from his grandfather, Samuvel Durai.

10) Gift Deed between Mr. Samuvel Durai and Shri. Rajesh Navmani Devendra dated 12.04.2018.

Detailed Submissions:

- (xvi) As per Procedure Order No. 236 dated 03.05.2017 under para 3.2 to process an application for change of name, the consent letter of transferor, or one of the 21 listed documents is required. The documents submitted by the T. D. V. Sangham were found in order, proper and sufficient to process the application for change of name. Accordingly, the Electricity Bill was transferred in the name of T.D.V. Sangham, allotting a new Consumer No. 781465010. The change of name was effected in the month of April 2020.
- (i) The change of name application was processed at the time by accepting the following documents:
- a. Agreement for sale between Samuvel Durai and T.D.V. Sangham
- b. General Power of Attorney by Rajesh Navmani to T.D.V. Sangham
- (ii) Affidavit of Rajesh Navmani for handover of the said premises to T.D.V. Sangham
- (iii) Shri. Rajesh Navmani raised an objection to documents submitted by T.D.V. Sangham alleging that the documents are forged, and they had not obtained the NOC/Consent from him.
- (iv) It was clarified during the hearing that as per clause No. 2.9 of the terms and conditions of supply & schedule of charges, documents submitted by T.D.V. Sangham are prima facie acceptable as true/correct in good faith. It is the responsibility of the Applicant to prove the authenticity of the documents submitted by him. BEST shall neither be responsible nor liable to ascertain the legality or adequacy of any No Objections Certificates / consent of Statutory Authorities which might have been submitted by the Applicant / Consumer,


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai




and such certificates / permissions shall be deemed to be sufficient and valid unless proved to be contrary. In such cases if the documents are found to be fraudulent at a later stage, the consequences shall be borne by the consumer.

- (v) In view of the above, it is clear that there is a property dispute between the Appellant- Rajesh Navmani and T.D.V. Sangham. This is a civil matter, and there is limited power to this quasi- judicial court to decide civil cases. The Appellant did not declare this court case in the Schedule B submitted by him, which is a deliberate wrongdoing.
- (vi) It is prayed that the representation of the Appellant be rejected, as it is not maintainable in view of the case pending in a civil court.

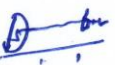
6. The Respondent No. 2 (T.D.V. Sangham) filed its say on 3rd April 2024. Its submissions and arguments are stated as follows: -

- (i) The Respondent No.2 is a registered public trust under the provisions of the Maharashtra Public Trusts Act, 1950 vide order of the Deputy Charity Commissioner, Gr. Mumbai dated 18.10.1958. The T.D.V. Sangham consists of 12 branches in Mumbai and Kalyan. There are 213 members in the Dharavi branch which has a committee of 16 members. Shri Bhoominathan Devendra is the President of the Dharavi branch.
- (ii) The original electric connection was in the name of Samuvel Durai (Con. No. 781465013) from 18.09.1974 at the given address. The late Samuvel Durai was an active member of the T.D.V. Sangham. The connection was taken in his name as he had full control over T.D.V. Sangham Trust. He was a good person and always helped the needy people of the community.
- (iii) Various beneficiaries of the community were residing in the said room as a transient arrangement for staying in Mumbai. Thus, many beneficiaries have the same address in their documents like Aadhaar card, passport etc. The sample list of beneficiaries is kept on record.


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



- (iv) The Respondent No.2 has been regular in making payment of electricity bills since the date of connection i.e. 1974 and has shown cheque entries in its passbook during the hearing.
- (v) The said property was purchased in favour of the Trust from Mr. Samuvel Durai vide Affidavit dated 18th May 1999 after paying the sale consideration. The landlord of the said land had given his consent for the said purchase.
- (vi) The seller Mr. Samuvel Durai also had given another confirmation of sale vide Affidavit-cum-Confirmation dated 28.12.2015, along with his legal heirs (1) Johnson -son (2) Selvi - daughter and (3) Rebeka – daughter, saying they do not have any right-title or interest over the said premises. Hence, the Respondent 2 is the absolute tenant of the said room / premises. However, the Appellant, Rajesh Navmani, has managed to create some documents in his favour and managed to transfer the electricity connection in his name in June 2018.
- (vii) The Respondent No. 2 applied for change of name from Rajesh Navmani to T.D.S. Sangham on 21.02.2019 on the strength of the Affidavit-cum-Confirmation dated 28.12.2015 of Samuvel Durai.
- (viii) Meanwhile, the Respondent No. 2 approached Yousuf Karim Aga, the General Power Attorney holder of the landlord, Jalalludin Karim Aga. The Respondent No. 2 entered into an agreement of tenancy on 19.08.2019 with Yousuf Karim Aga (on a notarized document on Rs.100/- stamp paper). The Respondent No. 2 is paying rent to Yousuf Karim Aga from 2019 onwards.
- (ix) The Respondent No. 2 came to know about the illegal transfer of electricity connection in the name of Mr. Rajesh Navmani on 11.08.2023. The Respondent No.2 filed their strong objections, which were not considered by the BEST Authorities.
- (x) In the meantime, on 24.11.2023, the Respondent No. 1 disconnected the electricity connection on the application of Mr. Rajesh Navamani. This ground was argued before the Forum, and it was pleased to pass an interim order on 15.01.2024 for restoring the


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



supply. The Forum by its final order dated 30.01.2024 directed to revert the original name of Samuvel Durai. The Order passed by the Forum is a reasoned and speaking order, and hence no intervention is required. The case is pending in M.M.'s 12 Court, Bandra.

- (xi) Under the aforesaid facts and circumstances, the Respondent No.2 prays that the representation filed by the Appellant be dismissed with costs.

Analysis and Ruling

7. Heard the parties and perused the documents on record. The original electric connection was in the name of Samuvel Durai (Cons. No. 781465013) from 18.09.1974 at Room No. 6, Gr. Floor, 262 C, Poonawala Chawl, Dharavi (a pagadi property). The further developments have been enumerated above in detail. The sequence of the change of names is already tabulated in Table 1.

This is clearly a civil dispute. The Appellant has filed a case in the Metropolitan Magistrate Bandra against the T.D.V. Sangham & five others which was registered vide C.C No. 93/SW/2020 in the year 2020. The said case is pending for a decision before M.M.'s 12 Court, Bandra.


8. The Regulatory provision in this case is as below:

The Regulation 19.22 of CGRF & EO Regulations 2020 provides as

“19.22 The Electricity Ombudsman shall entertain a representation only if all the following conditions are satisfied:

.....

(g) The representation by the Complainant, in respect of the same Grievance, is not pending in any proceedings before any court, tribunal or arbitrator or any other authority,


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



or a decree or award or a final order has not already been passed by any such court, tribunal, arbitrator or authority;

.....”

The Regulation 19.25 of CGRF & EO Regulations 2020 delivers as


“19.25 The Electricity Ombudsman may reject the representation at any stage, if it appears to him that the representation is:

- (a) frivolous, vexatious, malafide;*
- (b) without any sufficient cause;*
- (c) there is no prima facie loss or damage or inconvenience caused to the Complainant:*

Provided that the decision of the Electricity Ombudsman in this regard shall be final and binding on the consumer and the Distribution Licensee:

Provided further that no representation shall be rejected in respect of sub-clauses (a), (b), and (c) unless the Complainant has been given an opportunity of being heard.”

9. We find that there are allegations and counter allegations by both the parties, and multiple documents submitted by the Appellant and Respondent No. 2 to justify their rival contentions in the said property. The Forum by its order dated 30th January 2024 has directed to restore the electric supply in the name of the original consumer i.e. Shri Samuvel Durai, in whose name the connection was there right from 18.09.1974 to 21.06.2018. This adequately serves the purpose of justice at this point, as both the parties i.e. the Appellant as well as the Respondent No. 2 are at liberty to adjudicate their respective rights, specifically tenancy right in the said property by approaching the competent Court. The case in the Metropolitan Magistrate Bandra against the T.D.V. Sangham & five others (C.C No. 93/SW/2020 in the year 2020) is still pending. The

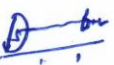

(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai



present subject matter of change of name is also covered in the case. We cannot adjudicate this case at this juncture, it being not maintainable.

10. The Representation of the Appellant is rejected and disposed of accordingly.

Sd/
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

