

**BEFORE THE CONSUMER GRIEVANCES REDRESSAL,
FORUM (CGRF), GOVERNMENT OF GOA,
ELECTRICITY DEPARTMENT, VIDYUT BHAVAN,
4TH FLOOR, VASCO, GOA.**

Complaint / Representation No. 36/2024 /167

Smt. Snehaprabha Tukaram Mangaonkar,
Isani & Virani Hotels Private Ltd.
C/o Shri. Rajesh Mangaonkar,
Shop no. 09, Kavlekar Towers,
Sim Khorlim, Mapusa, Goa - 403507.

..... Complainant

V/S

1. The Chief Electrical Engineer,
Electricity Department,
Government of Goa,
Vidyut Bhavan, Panaji – Goa.

2. The Executive Engineer,
Electricity Department,
Div - VI, Mapusa A - Goa.

3. The Assistant Engineer,
Electricity Department,
Div - VI, S/D- I,
Mapusa (U) - Goa.

..... Respondents

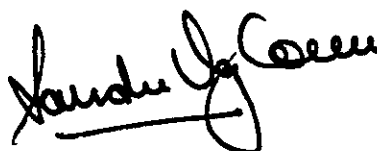
Complaint / Representation No. 37/2024

Shri. Ratnakar Tukaram Mangaonkar,
Isani & Virani Hotels Private Ltd.
C/o Shri. Rajesh Mangaonkar,
Shop no. 08, Kavlekar Towers,
Sim Khorlim, Mapusa, Goa – 403507.

..... Complainant

V/S

1. The Chief Electrical Engineer,
Electricity Department,
Government of Goa,
Vidyut Bhavan, Panaji – Goa.



2. The Executive Engineer,
Electricity Department,
Div - VI, Mapusa A - Goa.

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Electricity Department,
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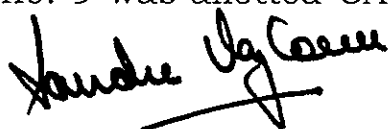
Dated : - 25/09/2024

ORDER

1. The aforesaid complaints are both received on 16.08.2024, the parties, facts and subject matter are largely identical. Both complainants are represented by Shri Rajesh Mangaonkar. Hence, I dispose them by a common order.

Case of the complainants.

2. The complainants are aggrieved by 'final bill' dated 09.09.2020 issued by the licensee Department. In a nutshell, their case as culled out from their complaints is that there exists a building known as 'Kavlekar Towers' in Mapusa Goa that was constructed by a developer named 'M/s Isani and Virani'. The property upon which it was built belonged to the Mangaonkar family.
3. Smt Snehaprabha Mangaonkar (Complaint no. 36/2024) purchased a shop in the said building bearing no. 9 under a MoU dated 06.01.2009 from one Smita and Kiran Sirsat, while Shri Ratnakar Mangaonkar (Complaint no. 37/2024) purchased a shop bearing no. 8 under a MoU dated 01.10.2008 from Kavlekar family.
4. The electricity connections of all premises were released in the name of the developer i.e. 'Isani & Virani Hotels Pvt Ltd'. The electricity connection of the said shop no. 9 was allotted CA no. 60003364688

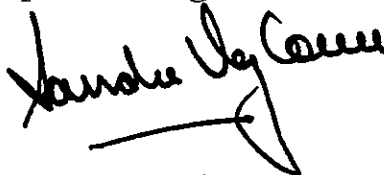


and was released on 26.05.2009, while that of Shop no. 8 was allotted CA no. 60003364647 and also released on 26.05.2009.

5. Both shop premises were never used until their lease for 10 years to Punjab National Bank (PNB) under a Deed of Lease dated 10.10.2009 registered on 27.10.2009. The lease deed encompassed four shops in the building, namely shop nos. 6, 7, 8 and 9. PNB obtained a new independent and common 3-phase connection for all four shops under CA no. 60003365883. The electricity connection released to the complainant's shops was disconnected at the time of release of the new connection to PNB.
6. The final bill was issued to the complainant with meter status as "E-Not Working" and connection status "active" for Rs. 1,59,346/- (Complaint no. 36/2024) and Rs. 1,47,175/- (Complaint no. 37/2024). However as per the licensee department's summary report, the consumption between 25.05.2009 to 09.01.2017 was zero units, thus proving that there was no consumption for a period of eight years.
7. The complainants are seeking an enquiry into the exorbitant bill of Rs. 159346/- and Rs. 147175/- and request to be billed from 26.05.2009 to 10.10.2009.

Case of the licensee Department

8. The complaints are contested by the licensee Department. They have filed their para-wise comments through the third respondent. Briefly, it is their case that the four connections (of shop nos. 6 to 9) were "declared connections" and subject to monthly minimum charges @ Rs. 125/- per month for seven years agreement period. The consumers had undertaken to and are hence liable to pay Rs. 125/- per month for seven years as per the agreement even if the supply



was not utilized. This was towards the cost of the transformer to be recovered in 7 years.

9. PNB amalgamated all four shops and completed the department procedure to effect change of names to their name and a new three-phase connection was released to them on 23.01.2010. However, the complainants never made a request to the licensee to permanently disconnect their respective connections. Eventually, all connections were eventually permanently disconnected on 01.09.2020 for non-payment of bills and final bills were issued to the consumers on 09.09.2020. The consumer of Shop no. 7 availed of the OTS scheme and cleared the outstanding on 23.03.2024. The complainants neither availed of the OTS nor cleared the dues.
10. Even if supply to the complainant's connections was disconnected, their liability to pay the monthly charges under the seven-year agreement would subsist. The consumers were billed based on the following pattern:
 - (a) From 25.05.2009 (date of release of connection) to 04.12.2014: At Rs. 125/- per month.
 - (b) From 05.12.2014 to 08.11.2016: Billing switched to interim GEL period during which consumer was billed on average basis.
 - (c) From 09.11.2016 to 01.09.2020: Billing continued in SAP, again based on average basis, until the service was permanently disconnected.
11. The final bill was issued to the complainants with meter status "E-not working" and connection status "disconnected".

Hearing.

12. At the hearing, Shri Rajesh Mangaonkar appeared for the complainant's while Shri Shripad Gawde AE represented the licensee Department. The complainant sought leave to file additional written

Shri Shripad Gawde

submissions/rejoinder, which was granted subject to they being filed within 11 days. The Department was permitted to file rejoinder within two days thereafter.

13. In their written rejoinder, the complainant's objected to the monthly minimum charges of Rs. 125/- per month for the 7 year's agreement. They contended that the model LT agreement was never signed by the complainants. In fact, they deny having agreed to avail power supply for seven years. The agreement was invalid as it was not signed in the presence of a notary public. As the shop nos. 6 to 9 were amalgamated, their electricity connections ought to have been permanently disconnected at the time of release of the connection to PNB. The arrears ought to be recovered from PNB.
14. I perused the records and gave due consideration to the submissions advanced by the parties. The rival submissions now fall for my determination.

Findings.

15. The facts of the case are largely undisputed. Four separate connections were released to shop nos 6 to 9 in the building known as 'Kavlekar Towers' at Mapusa with load of 2.64 kW in the name of 'Isani & Virani Hotels Pvt. Ltd'. The department claims that the consumers had undertaken to pay minimum charges for seven years and hence were liable to pay minimum monthly charges of Rs. 250/- for a period of seven years. Later, the four shops were collectively leased to PNB, and which time PNB amalgamated the said shops and took a single independent connection with sanctioned load of 59.16 kW (in lieu of the four separate connections) in January 2010. The licensee continued billing the two connections of the complainants. All connections were eventually permanently disconnected on 01.09.2020 for non-payment of bills and final bills were issued to the consumers on 09.09.2020.



16. The licensee Department admits that - in January 2010 - a new independent connection was released to PNB upon amalgamation of the four shops. At paragraph 13, they stated that *"...the Punjab National Bank has completed the procedure to effect change of name of shop no. 6, from Isani Virani Hotels Pvt Ltd to their name & amalgamated all four shops & asked for increase of load from single phase to 3 phase raising the sanctioned load from 2.64 Kw to 59.1 Kw for shop no. 6 in January 2010."* (Underlining is mine). Their contention is that the consumer had not made any application for permanent disconnection of the three remaining connections of shop nos. 7, 8 & 9. I do not agree with the licensee Departments contention. When the four shops were amalgamated and a new independent connection was released to PNB, it was incumbent on the Department to have permanently disconnected the connections to the three remaining shops. Moreover, upon the amalgamation of the four premises and their connections into a single connection, the individual connections to the four shops effectively merged into the new connection, rendering them inherently invalid and redundant. It was the carelessness and negligence of the licensee Department not to have effected their permanent disconnection. It should have been done by the licensee Department instead of waiting for the consumer. The liability for the licensee's carelessness and negligence cannot be saddled on the complainants. The final bills issued to the complainants are liable to be set aside on this count alone.

17. Be that as it may, by the Department's own admission, the requirement to pay minimum charges for seven years to recover the transformer cost was imposed on several other domestic and commercial consumers in the same complex. In other words, the minimum charges were apportioned according to the number of residential and commercial premises in the building. Therefore, when the four shops (including two belonging to the complainants) were amalgamated, the minimum charges of these four premises/connections ought to have been aggregated and billed to

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the new connection granted to PNB, not solely with respect to Shop no. 6. This, in my opinion, was a glaring omission on the part of the licensee Department, for which the consumer cannot be made liable to pay for.

18. The issue relates to around the year 2010. The 'Revised Conditions of Supply of Electrical Energy' that was notified by the licensee in the Official Gazette on 12.07.2012 would apply. Condition 9.1 stipulates *inter alia* that where a consumer neglects to pay a bill by the due date, the Department may, after giving not less than 15 clear days' notice in writing to such person, cut off supply of electricity until such charge or other sum, together with any expenses incurred in cutting off and reconnecting the supply. It is not known whether bills were being issued to the complainants after January 2010. But assuming it to be so, the Department has not explained as to why it waited for over 10 years to take coercive steps to disconnect the connection. Had it been complied; the matter would have come to the attention of the Department and remedial steps could have been taken. Again, it appears to me to be their carelessness and negligence, the liability of which cannot now be saddled on the complainants. If there is any so-called revenue loss as touted by the licensee Department, it ought to be recovered from its concerned officials.

19. While on the 'Revised Conditions of Supply of Electrical Energy', condition 8.16 lays down that the meter reader shall furnish a list of connections where the meter reading could not be recorded **or the meter has not recorded any consumption of electricity**, to the officer in charge of the Distribution Centre who shall prepare a list of such consumers where meter reading could not be taken and list of the defective meters to be replaced and report the same to the concerned designated officers of the Department for taking action. (highlighting is mine). Admittedly, the meters did not record any reading for over 10 years. There is no justification forthcoming from the Department as to why condition 8.16 was not implemented by

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the department in this case. Had it been done; the matter would have been detected early on and addressed.

Order.

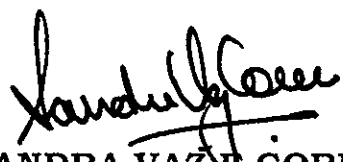
20. I found considerable merit in the complaints. The explanation given by the licensee Department is unsatisfactory. Hence, I pass the following order:

a. The Complaint/Representation nos. 36/2024 and 37/2024 are allowed.

b. The two final bills both dated 09.09.2020 for Rs. 1,47,175/- (w.r.t. Shop no. 8) and Rs. 1,59,346/- (w.r.t. Shop no. 9) are hereby set aside.

c. Proceedings closed.

21. The Complainant, if aggrieved, by non-redressal of his/her grievance by the Forum or non-implementation of CGRF order by the Licensee, may make an Appeal in prescribed Annexure-IV, to the Electricity Ombudsman, Joint Electricity Regulatory Commission for the State of Goa and UTs, 3rd Floor, Plot No.55-56, Service Road, Udyog Vihar, Phase-IV, Sector-18, Gurugram-122015 (Haryana), Phone No.:0124-4684708, Email ID: ombudsman.jercuts@gov.in within one month from the date of receipt of this order.


SANDRA VAZ E CORREIA
(Member)