

BEFORE THE ELECTRICITY OMBUDSMAN

No.16 C-1, Miller Tank Bed Area (Behind Jain Hospital)
Vasanthanagar, Bengaluru-560052.

Present: S.S Pattanashetti,
Electricity Ombudsman,
Dated 06/02/2020

In the matter of

- 1) **Case No. OMB/G/G-377/2019**
RR No. CL-1251
- 2) **Case No. OMB/G/G-378/2019**
RR No. CL-1252
- 3) **Case No. OMB/G/G-379/2019**
RR No. CL-1253
- 4) **Case No. OMB/G/G-380/2019**
RR No. CL-1254
- 5) **Case No. OMB/G/G-381/2019**
RR No. CL-946
- 6) **Case No. OMB/G/G-382/2019**
RR No. CL-989
Sri. Muneer Pasha,
H.No. 2-12-132 & 133,
Opposite to Z P Office,
Vinayaka Nagar,
Lingasugur,
Raichur District.

All represented by:

Sri S Mahaboob,
H.No. 13-2-2/195,
Arjunappa Colony, Yeramaras Camp,
Raichur – 584135.
Raichur District. -

Appellants

Vs

- 1) The Assistant Executive Engineer (Elec),
O & M Sub-Division-1, GESCOM,
Lingasugur, Opp KSRTC bus stand,
Raichur District – 584122.
- 2) Chairperson, Consumer Grievance Redressal Forum (CGRF)
Kalaburgi District,
O & M Circle, GESCOM,
Near Basaveshwara Circle Opp. LIC Office,
Raichur – 584101. - Respondents

1) The above Appeals/Complaints are filed before this Authority, by the Appellant/Complainant, under the provisions of Clause 21.2 of the KERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations 2004, in Form 'B' challenging the following orders

- i) CGRF order No. CGRF ಅಅ/ಉಲೆನಿ/ಹಿಆಸ/19-20/3898-3905,
dated 16-11-2019
- ii) CGRF order No. CGRF ಅಅ/ಉಲೆನಿ/ಹಿಆಸ/19-20/3740-47,
dated 13-11-2019
- iii) CGRF order No. CGRF ಅಅ/ಉಲೆನಿ/ಹಿಆಸ/19-20/3906-13,
dated 16-11-2019
- iv) CGRF order No. CGRF ಅಅ/ಉಲೆನಿ/ಹಿಆಸ/19-20/3890-97,
dated 16-11-2019
- v) CGRF order No. CGRF ಅಅ/ಉಲೆನಿ/ಹಿಆಸ/19-20/3882-89,
dated 16-11-2019
- vi) CGRF order No. CGRF ಅಅ/ಉಲೆನಿ/ಹಿಆಸ/19-20/3874-81,
dated 16-11-2019

of CGRF, Raichur District, by inter-alia seeking the following relief:

Restore electricity power supply immediately.

As the nature of grievance, complaint and relief sought are similar in nature and the Appellants/Complainants and the Respondents are also

the same in all the above 6 cases they are clubbed together and a common order is passed.

- 2) Brief facts, which are relevant to the case as claimed by the Appellants/Complainants are as follows:

The installations bearing RR Nos. CL-1251, CL-1252, CL-1253, CL-1254, CL-946 and CL-989 were serviced in the name of Shri Shaikh Mohammed S/o Shri Mohammed Mehaboob Ali. Grandson of Shri Shaikh Mohammed (Registered Consumer) Shri Muneer Pasha is residing in the premises of the said RR Nos since from decades. The Appellant/Complainant is paying electricity bills regularly. Appellant/Complainant received electricity bills in the name of Shri Shivanand instead of his grandfather on 06-04-2017. The Appellant/Complainant submitted representation to the AEE (Ele), O & M Sub Division, Lingasugur for correction of name. There was no response from the AEE (Ele). Again on 18-02-2019, the Appellant/Complainant submitted another representation to AEE (Ele) Lingasugur for correction of name in the electricity bills. There was no response from the AEE (Ele) even for this. The AEE (Ele) Lingasugur has disconnected the installation on 11-06-2019 without notice. The Officials/Officers of GESCOM entered the house of the Appellant/Complainant, though his family members objected and removed the meter, service wire etc. They were not given any acknowledgement for taking away service wire and meter. On 17-06-2019, the Appellant/Complainant submitted a representation to the AEE (Ele) Lingasugur for restoration of power supply. The AEE (Ele) Lingasugur replied vide letter dated 29-06-2019 that the installation was transferred in the name of Shri Shivanand who had

requested to disconnect the installation permanently. Hence, they had disconnected power supply to the installations. He further informed the Appellant/Complainant not to proceed with illegal representation. Thus, the AEE (Ele) Lingasugur threatened the Appellant/Complainant. Hence a complaint was filed before the CGRF Raichur District by the Appellant/Complainant on 12-07-2019. The installations were transferred from Shri Shaikh Mohammed to Shri Shivanand vide No. 4644-48/22.3.17. As per KERC Conditions of Supply of Electricity of Distributions Licensees' in the State of Karnataka (COS), the AEE (Ele) is supposed to comply with Clause 36.00: -

1. Registered consumer Shri Shaikh Mohammed not furnished his consent for transfer of the installation in the name of Shri Shivanand, with deposit held.
2. Licensee not collected the document of Property transferred from Shri Shaikh Mohammed the registered consumer.
3. Licensee has not collected the indemnity bond as per Annexure-9 to be executed by the transferee.
4. Transfer fee Rs. 100/- not collected from transferee as per Conditions of Supply Clause 30.10.
5. Fresh agreement not executed by the transferee.
6. Licensee not collected from transferee under taking to pay any dues that may arise due to any short claims detected at a later date even in respect of periods prior to the date of transfer.
7. Shri Shivanand had not given any application for transfer of the installation.
8. Transferee not paid fresh security deposit since the registered consumer Shri Shaikh Mohammed not given consent for transfer of security deposit.
9. In sale deed of property it is clearly mentioned that, "ಸವರಿ ಮನೆಗೆ ವಿದ್ಯುತ್ ಹಾಗೂ ನೀರಿನ ಸೌಲಭ್ಯ ವಿರುವುದಿಲ್ಲ". When there is no electricity supply in the premises of the property purchased by Shri Shivanand the Question of transfer of installation does not arise. The Assistant Executive Engineer Lingasugur has violated all the KERC

Conditions of Supply of Clause 36.00 and transferred installation from Shri Shaikh Mohammed to Shri Shivanand.

Hence it is requested to quash the order of AEE (Ele) Lingasugur transferring the installation.

KERC (Electricity Supply) code 2004 Regulation 6 is reproduced below: -

6. Entry of Licensee to Consumer premises

- 6.1 A Licensee shall ensure that its staff or authorized persons shall contact a Consumer only during working hours for normal business purpose, unless the Consumer has provided express approval.
- 6.2 While seeking entry into Consumers' premises, the Licensee's Staff or authorized person shall always display / produce the proof of identity and shall inform the Consumer in writing indicating the reason for his entry into the premises.
- 6.3 Subject to Clause 6.2, the Licensee or his authorized representative may enter any premises to which electricity, is, or has been supplied by him, any premises or land, under, over, along, across, in or upon which the electric supply lines or other works have been lawfully placed by him for the purpose of.
 - a) Inspecting, testing, repairing or altering the electric supply lines, meters, fittings, works and apparatus for the supply of electricity.
 - b) Ascertaining the amount of electricity supplied or
 - c) Removing connection where a supply of electricity is no longer required, or where the licensee is authorized to take away and cut off such supply, any electric supply lines, meters, fittings, works or apparatus belonging to the licensee.
- 6.4 A Licensee or any person authorized as aforesaid may also in pursuance of special order in this behalf made by an Executive Magistrate and after giving not less than twenty four hours notice in writing to the occupier –

- a) Enter any premises or land referred to Clause 6.3 for any of the purposes mentioned therein.
- b) Enter any premises to which electricity is to be supplied by him for the purpose of examining and testing the electric wires, fittings, works and apparatus belonging to the Consumer.

6.5 If a Consumer refuses to allow a Licensee or any person authorized to enter his premises in pursuance of Clause 6.3 & 6.4, or refuses to allow him to perform any act which he is authorized by those clauses to perform or fails to give reasonable facilities, the Licensee may after expiry of twenty four hours from the service of notice in writing on the Consumer, disconnect the supply to the Consumer till such refusal or failure continues but no longer.

The AEE (Ele) Lingasugur violated all the regulations stipulated in KERC (Electricity Supply) Code 2004 and disconnected the installations.

- 3) All the parties were informed vide this office letter Nos. OMB/G/G-377/2019/D-1390, OMB/G/G-378/2019/D-1391, OMB/G/G-379/2019/D-1392, OMB/G/G-380/2019/D-1393, OMB/G/G-381/2019/D-1394 and OMB/G/G-382/2019/D-1395 all dated 25-11-2019, respectively regarding availability of provision in Sub-Regulation 1 of Regulation 20 of KERC (CGRF & Ombudsman) Regulations, 2004 for settlement through conciliation and mediation and to appear before this Authority on 12-12-2019. However, they have not availed the benefit of the said provision within this date. The cases were listed for hearing on 12-12-2019, 30-12-2019 and 10-01-2020.
- 4) The Respondent-1/AEE has filed his submission on 30-12-2019 at the time of hearing. He has stated that Shri Shaikh Mohammed S/o Shri

Mohammed Mehaboob Ali has taken the following power connections to his residence: -

Sl. No.	RR No.	Date of Connection	Power Sanctioned
1	C.L – 1251	17-02-1984	160 WATT
2	C.L – 1252	17-02-1984	160 WATT
3	C.L – 1252	17-02-1984	160 WATT
4	C.L – 1252	17-02-1984	160 WATT
5	C.L – 989	23-04-1980	240 WATT
6	C.L – 946	02-08-1979	2800 WATT

Smt. Khurshida Begum W/o Shri Shaikh Mohammed has executed a will in the name of her sister's son Shri Kalim Khan S/o Afjal Khan on 21-07-2011. On the death of Smt. Khurshida Begum the municipal records of the premises in question were transferred in the name of Shri Kalim Khan S/o Afjal Khan on 02-03-2015. Shri Kalim Khan S/o Afjal Khan has sold the property to Shri Shivanand S/o Sharanappa Aidnal on 19-03-2015. Shri Shivanand Aidnal has submitted khata transfer order dated 02-12-2015 and tax paid receipt of Lingasugur Municipality. Now, Shri Shivanand Aidnal has become our registered consumer and he has submitted documents for transfer of all the installations and the installations were transferred to his name on 22-03-2017. Shri Shivanand Aidnal has submitted an application to our office on 11-02-2019 for permanent disconnection of all the 6 installations. On 18-02-2019 Shri Muneer Pasha has submitted an application to delete the name of Shri Shivanand Aidnal and mention the name of Shri Shaikh Mehaboob S/o Mehaboob Ali for all the 6 installations. Again on 17-06-2019 Shri Muneer Pasha has filed a request for reconnection of all the disconnected installations and he has alleged that Shri Shivanand Aidnal has submitted fake documents. But

he is not our registered consumer. As per Electricity Act 2003 once the agreement is terminated power connection cannot be given to that installation. Shri Muneer Pasha has got issued summons to us from Additional Civil Judge, Lingasugur. On 04-07-2019 Hon'ble Additional Civil Judge has dismissed the case filed by Shri Muneer Pasha for giving power connection to the premises. He has to submit tax paid receipt, khata extract and Aadhar card in one person's name, later, after he submits new Security Deposit, Meter Deposit and documents from a licensed contractor, power connection can be given to the said premises.

- 5) The Appellant/Complainant has filed his written statement along with enclosures A to L on 10-01-2020 at the time of hearing. In the said statement he has mentioned that the installation bearing RR No. CL-1252 was serviced on 17-02-1984 in the name of Shri Shaikh Mohammed grandfather of the Appellant/Complainant with connected load of 160 Watts. The Appellant/Complainant is residing in the premises since from decade in his grandfather Shri Shaikh Mohammed's house who is the registered consumer and paying electricity bills. The Appellant/Complainant received electricity bills in the name of Shri Shivanand instead of his grandfather in April 2017. On 06-04-2017 he submitted to Respondent-1/AEE for correction of name. He did not receive any response from the Respondent-1/AEE. The Respondent-1/AEE disconnected the installation on 11-06-2019 without notice. While disconnecting the installation the Respondent-1/AEE has violated KERC (Electricity Supply Code-2004) Regulation 6 regarding entry of Licensee to Consumer premises. On 17-06-2019 the Appellant/Complainant submitted a representation to

Respondent-1/AEE for restoration of electricity supply. The Respondent-1/AEE replied on 29-06-2019 that the installation was transferred in the name of Shri Shivanand and warned not to submit illegal representation. Transfer of installation should be done as per KERC Conditions of Supply of Electricity (COS) Clause 36. But Respondent-1/AEE violated Clause 36 and transferred the installation. KERC Conditions of Supply of Electricity (COS) Clause 4.02 is applicable only for new applicant and not for a person using and paying the electricity bills. Property dispute case is pending disposal in the Civil Court Lingasugur. It is said that the property was sold in the name of Shri Shivanand. There is no documentary evidence that the property is transferred from Shri Shaikh Mohammed who is the registered consumer. Property is transferred to Shri Shivanand on 19-03-2015. But till 2019 March he has kept quite leaving the property to him who is in occupation of the premises and some portion rented. Shri Shivanand requested GESCOM to disconnect the installation permanently for demolishing the building. When some person is residing in the premises with family how can a building be demolished? Before disconnecting electricity GESCOM should have asked Shri Shivanand to get the building vacated. Shri Shivanand's intention is to get the building vacated by disconnecting the electricity. There is no law to disconnect the electricity even though there is a request from the registered consumer to disconnect when other persons are in occupation of the premises using electricity and paying electricity bills. Electricity is an essential commodity. Agreement between Shri Shivanand and GESCOM is not executed. Only blank stamp paper is submitted without anything written on it. Hence termination of agreement is not

having any validity. At the time of transferring also blank stamp paper is submitted without signature of AEE. Hence agreement at the time of transferring and termination has no value. The Appellant/Complainant is not requesting for new electricity connection but he is asking to give connection to installations which were in his grandfather's name since he is residing in the premises since decades. It is requested to quash the orders of transfer of installations and disconnection of electricity and to issue direction to Respondent-1/AEE to restore electricity.

- 6) Perused the appeal memos dated 12-12-2019 and 10-01-2020 submitted by the Appellant/Complainant, submissions made by the Respondent-1/AEE and the arguments put forth by both the contesting parties. No doubt the property stood in the name of Shri Shaikh Mohammed grandfather of the Appellant/Complainant. On his death the property was transferred to his wife Smt. Kurshida Begum. On her death based on the will executed by her the property was transferred in the name of her sister's son Shri Kalim Khan S/o Afjal Khan. Shri Kalim Khan sold the property to one Shri Shivanand Aidnal. Shri Shivanand Aidnal got his name entered in the municipal records of Lingasugur as owner and also got the electricity installations transferred in his name. On the request of Shri Shivanand Aidnal power was also disconnected to the premises in question. The contention of the Appellant/ Complainant is that when he and his family are residing in the building, the Respondent-1/AEE could not have disconnected the power merely on the request of the registered consumer Shri Shivanand Aidnal. The provision regarding transfer of installations is contained in Clause 36 of Conditions of Supply of Electricity of Distribution

Licenses in the State of Karnataka (COS) and is reproduced here below: -

“36.00 TRANSFER OF INSTALLATION (Change in the name of Consumer)”

36.00 An installation can be transferred from one Consumer to another person subject to the following Conditions:

- a) The registered Consumer shall furnish a consent letter for transferring the installation and also the deposits held in his name to the transferee.

Note: In the absence of the consent letter from the registered Consumer, the transferee shall produce any one of the following documents in respect of such installation:

- i) Proof of ownership of the installation in the form of Registered sale deed or partition deed or katha/succession or heirship certificate or deed of last will.
 - ii) Proof of occupancy such as valid power of attorney or latest rent paid receipt or valid lease deed in respect of only non-commercial lighting and non-commercial combined lighting and heating installations.
- b) An indemnity bond as per Annex-9 shall be executed by the transferee indemnifying the Licensee against all disputes that may arise out of such transfer.
 - c) There shall be no arrears outstanding against the installation.
 - d) The transferee shall:
 - (i) Pay transfer fee as specified under Clause 30.10
 - (ii) Produce the documents as specified in 36.01 Note: (i)/(ii)
 - (iii) Execute a fresh power supply Agreement with the Licensee.
 - (iv) Furnish photocopy of the license / clearance issued in his favour by local authority if such license / clearance is required under any statute
 - (v) Undertake to pay any dues that may arise due to any short claims detected of a later date even in respect of periods prior to the date of transfer.

- (vi) Pay fresh deposit as if he is a new Consumer in case there is no consent for transfer of deposit from the registered Consumer.

In case Consent of the registered Consumer for transfer of deposit is produced, no additional deposit shall be demanded at the time of transfer of installation.

36.02 The power supply Agreement with the original registered Consumer is deemed to be terminated from the date of order of transfer of installation or from the date of expiry of 7 days from the date of compliance of required formalities by the transferee whichever is earlier.

36.03 The officers who are empowered to sign the power supply Agreement are also empowered to effect the transfer of such installation to another person.

The Appellant/Complainant may be in occupation of the building as stated by him. The question arising is in what capacity he is in occupation of the building. He is not in occupation of the building either as an owner or as a tenant. At best he can be termed as an illegal occupant. But in the Conditions of Supply of Electricity (COS) Clause 36 regarding transfer of installation there is no mention regarding legal or illegal occupant. As stated by the Appellant/Complainant himself civil dispute regarding the property in question is pending disposal in the Civil Court Lingasugur. In the absence of any document in support of lawful occupation of the premises, there was no way the Respondent-1/AEE could have NOT acted on the application of the registered consumer for disconnection of power to the installations.

It is the requirement of Clause 36.01 (a) that for change of name in the installation a registered consumer shall furnish a consent letter for transferring the installation and also the deposits held in his name to the transferee. However, in the absence of the consent letter from the

registered consumer, the transferee shall produce any one of the following documents in respect of such installation: -

- i) Proof of ownership of the installation in the form of Registered sale deed or partition deed or katha/succession or heirship certificate or deed of last will.
- ii) Proof of occupancy such as valid power of attorney or latest rent paid receipt or valid lease deed in respect of only non-commercial lighting and non-commercial combined lighting and heating installations.

Applying this clause to the present case on hand, when application for change of name was filed by Shri Shivanand, Shri Shaikh Mohammed was the registered consumer at that point of time for all the installations. After the death of Shri Shaikh Mohammed the property was transferred in the name of his wife which was further transferred in the name of her sister's son Shri Kalim Khan S/o Afjal Khan. Shri Kalim Khan later sold the property to Shri Shivanand Aidnal. When Shri Shivanand Aidnal applied for transfer of installation in his name the registered consumer of the installation Shri Shaikh Mohammed was not alive. There was no way Shri Shivanand could have furnished consent letter from the registered consumer Shri Shaikh Mohammed. In the absence of consent letter Shri Shivanand submitted proof of ownership of the installation in the form of registered sale deed and the municipal records from Lingasugur Municipal Authorities. The Respondent-1/AEE had no other choice except to effect change of name in the installations in the above circumstances. The Appellant/Complainant has alleged that agreement between Shri Shivanand and GESCOM was not executed, only blank stamp paper was submitted without writing anything on it etc. If the Licensee has not followed the procedure with regard to building up of records that is a lapse on the part of the Licensee, but

this alone cannot negate the fact that the Licensee has transferred the name of the registered consumer from Shri Shaikh Mohammed to Shri Shivanand Aidnal.

- 7) The Appellant/Complainant has submitted various rental agreements he entered into with tenants for occupation of portions of the same premises. These agreements are entered into during the period from 2014 to 2019. But the question arising is in what capacity the Appellant/Complainant has entered into these rental agreements. He was definitely not the owner of the premises during this period or any period for that matter. He had no legal authority or status to enter into rental agreement with any tenant. Hence it has to be held as an illegal rental agreement or an agreement executed without any authority of law. He has also questioned the agreement entered in to between Shri Shivanand and GESCOM stating that stamp paper has been left blank without the signature of the AEE and hence the agreement has no value. It is a matter between the licensee and Shri Shivanand. But the Appellant/Complainant has no locus standii to question the agreement document. Hence not much credence or weightage can be attributed to the documents and argument of the Appellant/Complainant.
- 8) In view of the foregoing paras the following order: -

No. OMB/G/G-377/2019/D O R D E R Dated: 06-02-2020
No. OMB/G/G-378/2019/D
No. OMB/G/G-379/2019/D
No. OMB/G/G-380/2019/D
No. OMB/G/G-381/2019/D
No. OMB/G/G-382/2019/D-1427

The Appeals/Complaints filed by the Appellant/Complainant are hereby rejected.

Sd/-
(S.S Pattanashetti)
Electricity Ombudsman.

- 1) Sri. Muneer Pasha,
H.No. 2-12-135 & 133,
Opposite to Z P Office,
Vinayaka Nagar,
Lingasugur,
Raichur District.
- 2) Sri S Mahaboob,
H.No. 13-2-2/195,
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- 3) The Assistant Executive Engineer (Elec),
O & M Sub-Division-1, GESCOM,
Lingasugur, Opp KSRTC bus stand,
Raichur District – 584122.
- 4) Chairperson, Consumer Grievance Redressal Forum (CGRF)
Kalaburgi District,
O & M Circle, GESCOM,
Near Basaveshwara Circle Opp. LIC Office,
Raichur – 584101.
- 5) PS to Hon'ble Chairman, KERC
- 6) PS to Hon'ble Member (M), KERC
- 7) PS to Hon'ble Member (R), KERC
- 8) PA to Secretary, KERC.
- 9) Chairperson of all CGRF's in the State.