

**Before the**  
**MAHARASHTRA ELECTRICITY REGULATORY COMMISSION**  
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**Case No. 88 of 2009**

**In the matter of**  
**Complaint filed by M/s Shivalik Ventures Pvt. Ltd. against Reliance Infrastructure Ltd.,**  
**alleging non-release of new electricity connections for want of recovery of arrears of**  
**unknown slum dwellers and non-compliance of Section 43 of EA, 2003.**

**Shri. V.P. Raja, Chairman**  
**Shri. S. B. Kulkarni, Member**  
**Shri. V. L. Sonavane, Member**

M/s. Shivalik Ventures Pvt. Ltd. .... Complainant  
V/s  
Reliance Infrastructure Ltd. .... Opponent

**ORDER**

**Date: April 08, 2010**

M/s Shivalik Ventures Pvt. Ltd. filed a complaint dated 06.11.2009, with the Commission, under Sections 142 and 146 of EA, 2003, against Reliance Infrastructure Ltd. (“RInfra”), in respect of RInfra withholding the release of new electricity connections to Complainant’s SRA Project at Bandra, Mumbai for want of recovery of arrears of unknown slum dwellers and non-compliance of Section 43 of EA, 2003.

2. The Complainant has prayed as under:

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- a) *this Hon’ble Commission be pleased to issue the requisite direction in consonance with the Statutory provisions and Regulations directing the Respondent to release the new supply connection upon payment of price as determined by the Hon’ble Commission.*



- b) *this Hon'ble Commission be pleased to direct the Respondent to grant the electricity connection and supply electricity on such terms and conditions and this Hon'ble Commission may deemed fit and proper, in the facts and circumstances of the case.*
- c) *this Hon'ble Commission be please to direct the Respondent to pay a penalty in view of the failure on the part of Respondent, to adhere to the statutory period for release of the supply on request by the Petitioner.*
- d) *Interim and Ad-interim relief in terms of prayer clause (b) above. ”*

3. The facts in the matter, as stated in the complaint, are as follows:

- a. The Complainant is engaged in activities relating to construction which include Slum Rehabilitation Projects under the provisions of the Maharashtra Slum Areas (improvement, clearance and redevelopment) Act, 1971 and the Development Control Regulations, 1991.
- b. Presently the Complainant is carrying on phase wise Slum Rehabilitation Project at Golibar-Bandra, Khar (East) Slum area. The Complainant needs electric supply for its construction activities as well as transit accommodations for the residents of the concerned area. For electricity supply, the project area falls under the scope of Opponent.
- c. In July 2009 the Complainant applied to Opponent for electricity connection for its transit camps No. 1/3 and 3/6 in SRA scheme.
- d. To above, on 24<sup>th</sup> July, 2009 in regard to the Transit Camp No.1/3, the Opponent forwarded an electricity service estimate to the Complainant, requesting to pay a sum of Rs. 75,975/-, along with an advice to contact the progress department at 'Recovery Clearance'. Subsequently, the Opponent vide its letter dated 31<sup>st</sup> July, 2009, communicated to the Complainant regarding the Transit Camp No. 3/6 with a remark 'Arrears Pending'.
- e. On 5<sup>th</sup> August, 2009 the Complainant had a meeting with the Opponent in respect to the said arrears. Subsequently, during the various meetings and communications between the Complainant and the Opponent, about the said arrears purportedly receivable by the Opponent from the consumers/ residents of the concerned area, the numbers and names of such consumers, and their Meter numbers, and, the total amount remaining to be paid by them to the Opponent, did not match with the list of the occupants with the Complainant, and, the Complainant did not agree for payments of the said arrears.
- f. On 1<sup>st</sup> Oct.2009 the Complainant conveyed to the Opponent that recovery of some of the arrears sought by them is not pertaining to the area undertaken for redevelopment nor where the transit camp is constructed, and thus terming the demand of the Opponent as arbitrary. The Complainant also conveyed that *as per the existing Rules and Regulations, the dues of a maximum period of six months of unpaid charges are only recoverable from the new owner/occupier by the Distribution Licensee*. With this letter, the Complainant while requesting the Opponent for early connections to the transit camp, forwarded the cheque for Rs.75,975/- with respect to Opponent's quotation for the new connection.
- g. The Opponent, vide letter dated on 08<sup>th</sup> Oct. 2009, asking the Complainant to *clear all the respective dues/ arrears pertaining to the said Golibar project*, returned the above said cheque to the Complainant.

4. The Complainant terming the Opponent's stand as high handed, illegal with arbitrary demands without addressing the issues raised by the Complainant, which would cause tremendous hardship and misery to the Complainant and slum dwellers, has preferred this complaint to the Commission against the actions of the Opponent, submitting that he cannot go to the CGRF since he is not a Consumer of the Opponent, at present.
5. During the admissibility hearing held on 14<sup>th</sup> January, 2010, Smt. Deepa Chavan, Advocate, appeared on behalf of the Complainant and Shri. D. J. Kakalia Advocate, appeared on behalf of Opponent (RInfra).

The Complainant after describing the reasons for preferring this complaint to the Commission, submitted that the fee paid for the application for the new connection was returned by Opponent in October, 2009, because of which he does not fall under the category of a prospective consumer of the opponent. The Complainant/ Petitioner can appeal to the CGRF as a prospective consumer, and thus, at present does not have a legal remedy. If the Respondent accepts the application fee for Petitioner's new connection, then the Petitioner will become a prospective consumer and can go to CGRF as an aggrieved person.

6. The Commission observed that billing disputes do not come under the purview of the Commission. Such disputes have to be resolved by the CGRF. The Commission advised the Opponent to look into the details of the matter from point of view of reconciling and providing a new connection to the Petitioner for its construction activities as well as transit accommodation, particularly since the requirement is for an SRA scheme.

The parties were advised to sort out the matter amicably and come back to the Commission with the outcome.

7. The Complainant has filed an affidavit dated 03<sup>rd</sup> March 2010 with the Commission for withdrawal of the Case (No. 88 of 2009), with liberty to file fresh Petition before the appropriate forum, briefly brought out below:
  - i. *The Petitioner has paid service connection charges and on 25 February 2010 the electricity connection is provided to the Petitioner. The Petitioner has also paid without prejudice deposit of Rs.11,71,229/- vide cheque bearing No. 6357 dated January 30, 2010 which has been encashed by the Respondent.*
  - ii. *In view of the aforesaid facts and circumstances the Complainant prays to this Hon'ble Commission the Petitioner may be allowed to withdraw the Petition with the liberty to file fresh Petition/ adopt proceedings before the appropriate forum.*

In view of the above, the present Complaint stands dismissed as withdrawn.

Sd/-  
(V. L. Sonavane)  
Member

Sd/-  
(S. B. Kulkarni)  
Member

Sd/-  
(V. P. Raja)  
Chairman



(K. N. Khawarey)  
Secretary, MERC