

OFFICE OF ELECTRICITY OMBUDSMAN

(A Statutory Body of Govt. of NCT of Delhi under the Electricity Act of 2003)

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Appeal No.18 /2026

(Against the CGRF-BYPL's order dated 09.04.2026 passed in Complaint No.195/2025)

IN THE MATTER OF

Shri Mohd. Abid

Vs.

BSES Yamuna Power Limited

Present:

Appellant: Shri Mohd. Abid along with Advocate, Ms. Akanksha Sisodia and son, Shri Mohd. Hamza

Respondent No.1: Shri Ravinder Singh Bisht, DGM (Legal), Shri R.K. Tiwari, Sr. Manager, Ms. Chhavi Rani, Legal Retainer, and Shri Ashok Kumar & Shri Rahul Saini, Advocates, on behalf of BYPL

Respondent No.2: Shri Mohd. Mazhar Qureshi alongwith Advocate, Shri D.P.S. Guliani

Date of Hearing: 08.09.2026

Date of Order: 14.09.2026

ORDER

1. Appeal No.18/2026 dated 11.05.2026 has been filed by Shri Mohd. Abid, S/o Shri Mohd. Irshad, 5694-95, Plot No.21, 2nd Floor, Basti Harphool Singh, Sadar Thana Road, Sadar Bazar, Delhi - 110006, through Advocate Ms Akanksha Sisodia, against the Consumer Grievance Redressal Forum – BSES Yamuna Power Limited (CGRF-BYPL)'s order dated 09.04.2026 passed in Complaint No.195/2025 in the matter of Mohd Mazhar Qureshi vs. BYPL.

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2. The background of the case is that Shri Mohd. Mazhar Qureshi, Complainant (now Respondent No.2 before this office) approached the CGRF on 14.05.2025, challenging the name change from M/s Khurshid & Brothers to Shri Mohd. Abid (Respondent No.2, now the Appellant before this office) of non-domestic electricity connection bearing CA No. 154621668 (previously CA No. 100403915) installed at the premises/Shop No. 5660/4/5, Chowk Gandhi Market, Sadar Bazar, Delhi - 110006. Against the name change, he filed the complaint as the shop owner, holding a registered ownership declaration since 16.04.2001 and caring business of sale in the name of Resham Traders (duly registered on 25.04.2001) and General Trade / storage License No. 417 since 10.05.2023. Originally, a 1 kW non-domestic electricity connection CA No. 100403915 was energized at this shop on 10.03.1976 in the name of M/s Khurshid & Brothers. The Complainant contended that he had sent formal letters to BYPL on 13.06.2022 and 12.11.2024, explicitly requesting not to transfer the subject connection or install a new meter at the subject premises. Despite these letters, Respondent No. 2, Shri Mohd. Abid, allegedly got the name of the connection changed to his own name vide new CA No. 154621668, using forged and fabricated documents in connivance with Respondent No. 1. This illegal action caused severe and undue harassment to the Complainant. Resultantly, the Complainant filed a police complaint against Shri Mohd. Abid on 04.02.2025 regarding the fraudulent name change.

Furthermore, an active non-domestic electricity connection vide CA No. 152199460 (3 kVA) has already existed in the Complainant's name (Mohd. Mazhar Qureshi) at the premises since 15.06.2017. Therefore, there is no requirement for a second meter i.e. subject meter (CA No.xxxx1668). He made multiple in-person visits to the Office of BYPL as well as submitted written complaints on 03.02.2025 & 06.02.2025 for its removal, but all efforts went in vain. Consequently, the Complainant requested the Forum (i) to remove the illegally transferred electricity connection (CA No. 154621668), (ii) to award him compensation for undue harassment and payment of litigation costs, (iii) to direct the Respondent to provide copies of all the fraudulent documents used to execute the name change.

3. The Respondent No.1/BYPL, in its written submission dated 15.07.2025, raised a primary objection regarding the complainant's locus standi. The Discom submitted that the subject connection (CA No. 154621668) does not stand in the name of the Complainant, Shri Mohd. Mazhar Qureshi as he does not fall within the definition of "Consumer" as defined under Section 2 (15) of the Electricity Act, 2003. A connection CA No.152199460 stands sanctioned in his name at the shop no.5660. Thus, the connected premises is neither in his use nor under his occupation. The

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Respondent stated that the name change was carried out in compliance with the prevailing procedures under the DERC Supply Code, 2017. According to the Discom, the change request was submitted by Shri Mohd. Alam, S/o Shri Mohd. Mujjafar, proprietor of M/s Khurshid & Brothers. This application was based on a General Power of Attorney (GPA) dated 16.06.2003 executed in favour of the registered consumer, Shri Mohd. Abid (Respondent No.2). Moreover, the respondent asserted that the case does not involve any billing dispute or monetary claim against the BYPL. So, the Discom argued that the relief sought by the Complainant does not fall within the scope of pecuniary jurisdiction under the DERC Regulations.

4. The Complainant, in his rejoinder dated 28.07.2025, refuted the contentions of the Respondent and reiterated his grievance. He contended that as the owner and occupant of the premises rather a third party, he has the locus standi to maintain a grievance under DERC Regulations and the Electricity Act, 2003. He further stated that the subject meter was originally installed in 1976 under the partnership firm M/s Khurshid & Brothers, which had six partners, (with supporting documents of property chain) and mentioned that five of partners are now deceased. The Complainant asserted that Shri Mohd. Alam, son of Shri Mohd. Mujjaffar, Proprietor of M/s Khurshid & Brothers, never executed any General Power of Attorney dated 16.06.2003 in favour of Respondent No. 2, Shri Mohd. Abid, who fraudulently fabricated it. Thus, he argued that Respondent No. 2 cannot legally transfer the connection into his name using forged and fabricated documents without obtaining a no-objection certificate from the original partners or their legal heirs

5. Shri Mohd. Abid (Respondent No. 2), in his reply dated 24.11.2025 to the Complaint, asserted that he is the rightful owner of Shop No. 5660/4/5 and has been operating his business there for over 35 years. He stated that the electricity connection (CA No. 154621668) is lawfully registered in his name and that he has been regularly paying all electricity bills regularly. Respondent No. 2 argued that the Complainant is neither the owner of the shop nor the user of the connection. He contended that the Complainant is a mere third party who lacks the *locus standi* to maintain the present case.

Furthermore, Shri Mohd. Abid (Respondent No. 2) submitted that the electricity connection was obtained legally and denied the allegation of using manufactured or forged documents. He stated that the Complainant has filed more than 12 baseless complaints against him and his family members solely to cause undue harassment with ill intention. Furthermore, he argued that because the

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Complainant does not fall under the definition of "consumer" as defined under Section 2 (1) (b) of the Consumer Protection Act, 1986, the Forum lacks the jurisdiction to adjudicate this false complaint. Thus, the Respondent No. 2 sought the dismissal of the instant complaint with exemplary costs against the Complainant, along with suitable compensation for the undue harassment caused to him.

6. The Complainant, in his written submission dated 28.01.2026, denied all contentions and reiterated his primary grievance. In response, Respondent No. 2, in his subsequent reply dated 02.02.2026, asserted that the Complainant consistently filed false complaints (12 nos.) to illegally grab his property. Respondent No. 2 stated that he had served a legal notice demanding the production of ownership titles, but the Complainant failed to reply. Furthermore, Respondent No. 2 claimed absolute legal ownership and possession of the subject shop based on a valid *Hibanama* (gift deed) executed by his father on 20.01.2019. He added that his credentials, including his mobile number and email address, have been registered with the Discom (BYPL) on the electricity bills for a long time.

7. In response to Respondent No. 2's (Shri Mohd. Abid) reply, the Complainant filed a rejoinder dated 14.03.2026 to reaffirm his original stand. Additionally, the Complainant submitted that Respondent No. 2 is not the legal owner of the property. He contended that the *Hibanama* (gift deed) filed by Respondent No. 2 is forged and fabricated. A declaration suit challenging this deed is currently pending before the Tis Hazari Court vide Suit No. DJ-488/2022. Furthermore, the Complainant asserted that the document was fraudulently manufactured using blank, signed papers. In this regard, the Complainant had already lodged a complaint with the police on 15.02.2021, and the late Mohd. Irshad had also executed a declaration on 22.03.2013 regarding the misuse of his blank signed papers

8. The Forum, in its order dated 09.04.2026; titled: Mohd Mazhar Qureshi vs. BYPL, held that the complaint is maintainable under Section 2(15) of the Electricity Act, 2003, which defines the term "consumer." The Forum observed that the Complainant is directly affected by the illegal transfer of the connection and is fully competent to invoke the jurisdiction of the Forum.

Before the Forum, during arguments, Shri Mohd. Abid (Respondent No. 2, now the Appellant before this office), submitted that the subject connection originally existed in the name of a partnership firm, M/s Khurshid & Brothers, his late father, Mohd. Irshad, was a partner in the firm, occupied property no. 5660/4/5, and executed a *Hibanama* (gift deed) in favour of his elder son, i.e., Shri Mohd. Abid.

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However, records revealed that the name on the connection was changed from the Firm to Mohd. Abid based on a General Power of Attorney and an Agreement to Sell and Purchase, both dated 16.06.2003. The Appellant, Shri Mohd. Abid (Respondent No. 2 before the Forum) then stated that he never filed these sale documents and only possesses the *Hibanama*. Since the Appellant (Respondent No. 2 before the Forum) confirmed that he is in possession of the gift deed and never filed the sale papers to change the name, the Forum directed the Respondent No.1 (Discom) to examine the grievance of the Complainant afresh regarding the change of name of CA No. 154621668 strictly according to the provisions of the Electricity Act, 2003, and the DERC Supply Code, 2017.

9. Being aggrieved by the CGRF's order, the Appellant has preferred this appeal, reiterating his original stand as Respondent No. 2 before the Forum. He contended that following the demise of his father, Late Shri Mohd. Irshad, on 07.04.2020, his younger brother (Respondent No. 2, Mohd. Mazhar Qureshi) filed more than 12 frivolous complaints across various departments and courts to illegally grab the property. These complaints were filed without submitting any valid property ownership documents, Title Deeds, or General Power of Attorney GPA, and the outcome of some of these cases remains pending. The Appellant highlighted that the Registration Declaration of Ownership dated 25.07.2001 on record merely confers ownership of the trade name "Resham Traders" and does not grant any rights over the physical premises in question.

The Appellant submitted same sets of property chain which was submitted by him before the Forum to establish the clear title and chain of the property through a series of legal documents. A Deed of Partnership was executed among six blood-related brothers on 01.04.1967. Subsequently, by way of a Sale Deed dated 30.08.1974 executed between Sheikh Mohammed Amil and M/s Khurshid & Brothers, the premises, comprising Shop No. 5660, Ward No. XIII, situated at Sarai Hafis Banna, Sadar Bazar, New Delhi (now known as Gandhi Market, was sold to M/s Khurshid & Brothers, represented by Late Shri Mohd. Irshad. On 06.05.2002, a Rent Agreement was executed between M/s Khurshid & Brothers (through its partner Shri Mohd. Irshad and M/s Atlas Traders (through its sole proprietor, the Appellant), renting out the premises to the Appellant. Thereafter, on 20.04.2017, Late Shri Mohd. Irshad issued a No Objection Certificate (NOC) to transfer electricity connection CA No. xxxx3915 into the Appellant's name. After that, Late Shri Mohd. Irshad executed a *Hibanama* (Gift Deed) on 20.01.2019, which is legally valid under Muslim Personal Law and exempt under Section 123 of the Transfer of Property Act,

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1882, followed by a blood-relation General Power of Attorney (GPA) on 17.07.2019 in favour of the Appellant.

Furthermore, the Appellant argued that the Forum completely ignored the seniority and legality of both the meters at the site. The Appellant's subject meter was energized way back in 1976, whereas the second electricity meter obtained by Respondent No. 2 on the same premises was installed much later, on 15.06.2017. This second meter stands completely unsupported and unsubstantiated by any property ownership documents in the name of Respondent No. 2. It is a well-settled principle of law that two separate electricity connections cannot be issued at the same premises, and the existence of the second meter directly violates the provisions of the DERC Supply Code, 2017, and the Electricity Act, 2003.

The Appellant has prayed for the following relief:

- (i) Set-aside the Order dated 09.04.2025;
- (ii) Electricity meter connection CA No.152199460 issued in the name of Respondent No.2 by submitting forged and fabricated ownership documents be forthwith disconnected;
- (iii) To take appropriate action against the Respondent No.2 for misleading Respondent No.1 and the CGRF

10. The appeal was admitted on 19.05.2026.

11. The Respondent No. 2 (Shri Mohd. Mazhar Qureshi), in his reply dated 03.06.2026, denied all contentions raised by the Appellant and supported his original stand as the Complainant before the Forum. He argued that the Rent Agreement dated 06.05.2002 submitted by the Appellant is a forged document used to falsely claim tenancy. He pointed out that the Appellant has given contradictory statements regarding whether he has been a tenant or the owner of the premises from 2022 to the present date. Furthermore, he contended that the late Mohd. Irshad had no authority to issue the alleged No Objection Certificate (NOC) dated 20.04.2017. Since Mohd. Irshad was merely a partner in M/s Khurshid & Brothers, he could not legally issue an NOC individually without the consent of the other partners.

Respondent No. 2 also submitted that the alleged General Power of Attorney (GPA) dated 17.07.2019 holds no legal value at present. He stated that a GPA only authorizes a person to act on behalf of a principal, and since the principal, Mohd.



Irshad, passed away on 07.04.2020, the document had no value upon his demise. To support his arguments regarding fraud and forgery, the Respondent relied upon the judgment dated 27.10.1993 passed by the Hon'ble Supreme Court in the matter of S.P. Chengal Varaya Naidu Vs. Jagannath (Civil Appeal No. 994 of 1972).

12. The Respondent No. 1 (BYPL), in its written submission dated 03.06.2026, refuted all allegations raised by the Appellant and stated that the present appeal is premature. It was submitted that in compliance with the CGRF's order dated 09.04.2026, a show cause notice dated 18.05.2026 was issued to the Appellant simply to provide an opportunity of hearing in conformity with the principles of natural justice, without altering the status of the electricity connection. However, the Appellant filed the present appeal instead of replying to the said notice, hence the process of examination is still underway. Furthermore, a factual discrepancy arose because the Appellant stated that he did not submit or rely upon the General Power of Attorney and Agreement to Sell & Purchase, existing in the K. No. file, relying solely on a Hibanama (Gift Deed) for his claim. Additionally, regarding the Appellant's plea to disconnect CA No. 152199460 installed in the name of Respondent No. 2, Respondent No.1/BYPL clarified that the CGRF issued no findings on this matter. Since the present proceedings strictly concerns the name change for CA No. xxxx1668, no relief regarding disconnection of said connection can be granted through the present appeal.

BYPL further contended that the dispute involves complex questions of property title, ownership, and possession, which fall outside the jurisdiction of both the CGRF and the Electricity Ombudsman. It was clarified that BYPL does not possess the legal authority to determine the validity or genuineness of documents such as Rent Agreement, NOC or Hibanama. The Respondent further submitted that the Appellant has attempted to convert present proceedings into a title dispute relating to ownership and possession of subject property. Because such property rights can only be adjudicated by a competent Civil Court, and Respondent No.1/BYPL is limited to verification of documents available in its official record and compliance with applicable regulations.

13. The Respondent No. 2 (Shri Mohd. Mazhar Qureshi), in his rejoinder dated 01.07.2026, reaffirmed the written submission and his stand as narrated above. He submitted that the property title disputes are already sub-judice before a competent Civil Court. Furthermore, he stated that the Appellant suppressed material facts with the CGRF and Respondent No. 1/BYPL by concealing that four electricity connections are already installed at the same premises. He argued that mere



issuance of the show cause notice dated 18.05.2026 is insufficient, and requested that Respondent No. 1 be directed to initiate criminal proceedings against the Appellant for his illegal action.

14. The Appellant, in his email rejoinder dated 19.08.2026 to the reply of Respondent No. 2, reiterated his stand in detail. He argued that Respondent No. 2 (Shri Mohd. Mazhar Qureshi) failed to disclose the legal basis for obtaining the electricity connection under CA No. xxxx9460. He contended that the reply proceeds on a fundamentally erroneous premise, as the controversy before the Ombudsman does not require a civil trial to decide challenging title claims. According to the Appellant, the material question is whether Respondent No. 2 could legally obtain a subsequent connection without any ownership or tenancy documents at the same premises. This is especially questionable since the original connection, CA No. xxxx3915 (later changed to CA No. xxxxx1668), had already been installed and energized since 10.03.1976 and currently stands in the name of the Appellant. The Appellant stated that the existence of this prior connection and the subsequent connection in the name of Respondent No. 2 are matter of conjecture but emerge from the record itself.

The Appellant further argued that vague allegations of forgery cannot excuse Respondent No. 2's failure to establish his own legal entitlement to the connection CA No. xxxx9460. He submitted that the CGRF could not have given findings regarding Respondent No. 2's ownership without properly examining his actual title or right of occupation. Regarding the claim that other electricity meters exist at the premises, the Appellant stated that this contention does not answer the specific issue raised in this appeal. He argued that mere existence of other meters cannot ipso facto establish that the connection under CA No. xxxxx9460 was lawfully sanctioned in favor of Respondent No. 2. Furthermore, the Appellant submitted that the Supreme Court judgment in S.P. Chengalvaraya Naidu vs. Jagannath, which was relied upon by Respondent No. 2, is wholly inapplicable to the facts of the present case.

15. The Respondent No.2 (Shri Mohd. Mazhar Qureshi), in his reply dated 29.08.2026 to the rejoinder of the Appellant, reiterated his version as submitted earlier. In addition, he submitted that there are four electricity connections existing in the subject property which fact is suppressed by the Appellant in the present appeal.

16. The date was fixed for hearing on 06.08.2026 which later postponed to 20.08.2026, as requested by the Respondent No.1/BYPL. However, during

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20.08.2026, Respondent no.1 (BYPL) and Respondent No.2 (Shri Mazhar Qureshi) along with Advocate were present but on the same day, the Advocate of the Appellant submitted via e-mail that the Rejoinder to the Respondent's reply and the Reply to BYPL were filed yesterday and today by her, therefore, requested to adjourn the matter for another date. Thus, the next date of hearing was fixed on 08.09.2026.

17. During the hearing on 08.09.2026, all parties were present alongwith their Advocates/representatives. Opportunity was given to all the parties to plead their respective case at length and relevant questions were asked by the Ombudsman & Secretary to elicit more information on the issue.

18. During the hearing, the Advocate appearing for the Appellant reiterated the arguments, contentions, and prayers set forth in the appeal and the rejoinder. She argued that the CGRF unjustly directed BYPL to re-examine the illegal grievance of Respondent No.2 regarding the name change of the electricity meter installed against CA No.xxxx1668. She further contended that Respondent No.2 lacks the locus standi to challenge the transfer of the subject connection. Moreover, she asserted that the CGRF failed to consider that the impugned complaint was fraudulent, malicious, and filed with the ulterior motive of seeking the removal of the Appellant's meter at premises no. 5660/4/5 to obtain documents deceitfully. The Ombudsman sought clarification regarding the Appellant's denial of having submitted the GPA and Agreement to Sell before the Forum, which were used for the name change, as well as his current reliance solely on a disputed gift deed (*Hibanama*). The Advocate failed to provide any convincing explanation.

Regarding the issue of disconnecting the second connection issued in the name of Respondent No.2, the Ombudsman emphasized that this dispute was never raised before the Forum by the Appellant; hence, it could not be considered at this stage. The Secretary highlighted that the said connection was installed in the year 2017 without any objections from any party, which indicates that the property dispute arose subsequently. Furthermore, addressing the discrepancy regarding the property number, the Appellant clarified that premises no. 5660 comprises a large area which was later on sub-divided, resulting in the creation of part numbers such as 5660/4/5.

19. In rebuttal, the Advocate appearing for Respondent No.1 (BYPL) reiterated the stand taken in its written submission. He asserted that the Appellant's complaint does not fall within the definition of a "grievance" as specified under Regulation 2 (i) of DERC (Guidelines for Establishment of Forum and Ombudsman for Redressal of

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Grievances of Electricity Consumers) Regulations, 2024. In response to a query by the Ombudsman regarding the actions taken upon the Appellant's admission of relying solely on the Hibanama, the Advocate submitted that a show-cause notice dated 18.05.2026 was served upon the Appellant. He contended that it was the duty of the Appellant to disclose this show-cause notice to the Ombudsman prior to filing the present appeal and to submit all relevant documents in response to that notice of the Respondent. Instead of doing so, the Appellant chose to file the instant appeal. He further submitted that BYPL does not adjudicate upon the validity, genuineness, or legal effect of ownership documents, as its role is strictly limited to verifying the documents available in its official records and ensuring compliance with the applicable regulations. He further submitted that, upon direction, the name of subject connection could be reverted to its original name. Furthermore, Respondent No.1 could not provide a convincing response to a query by the Secretary as to how two electricity connections could be installed in single premises without any physical subdivision.

20. In rebuttal, the Advocate appearing for Respondent No.2 (Shri Mohd. Mazhar Qureshi) reiterated the stand taken in his replies to the appeal and the rejoinder, as well as the written submissions. In response to a query regarding the locus standi of Respondent No.2, the Advocate submitted that Respondent No.2 had filed his proof of ownership, whereas the Appellant had failed to produce any proof of ownership and had taken contradictory stands by claiming to be a tenant and an owner. The Advocate further contended that the late Mohd. Irshad was not empowered to individually issue the alleged No Objection Certificate (NOC) dated 20.04.2017, as he was merely a partner and co-owner in the partnership firm of M/s Khurshid & Brothers. Concerning the electricity connection under CA No.xxxx9460, the Advocate submitted that Respondent No.2 had filed sufficient documentation for the installation of the connection, which was lawfully and rightly accepted by Respondent No.1 (BYPL).

21. During the hearing, regarding the preliminary objections raised on the definitions of "Consumer" and "Grievance," the Ombudsman emphasized that the Forum had already considered this issue and held that the complaint is maintainable. Under Section 2(15) of the Electricity Act, 2003, any person whose premises are connected with the works of the licensee falls within the definition of a "consumer." Furthermore, the Ombudsman noted that since the Appellant explicitly denies submitting the General Power of Attorney (GPA) and the Agreement to Sell, the entire process adopted by Respondent No.1 (BYPL) for transferring the name of the subject connection is under cloud.



22. Having taken all factors, written submissions and arguments into consideration, the following aspects emerge:

- (i) Perusal of placed records reveal that the Appellant (Respondent No.2 before the CGRF) has submitted following documents:
 - (a) Deed of Partnership dated 01.04.1967 and Deed of Agreement dated 30.08.1974. However, it is observed that in the Deed of Partnership, the actual owner of said shop No 5660 was Sheikh Mohd Amil (1st party), S/o Shri Sheikh Mohd. Yunas, who sold the said shop to M/s Khurshid & Brothers (who were in possession of said property through tenancy) with consideration amount of Rs 9400.00 & Receipt dated 16.9.1974 and on behalf of M/s Khurshid & Brothers, it appears that Shri Mohd Irshad (father of the Appellant and Respondent No.2) has signed on the said deed (2nd party).
 - (b) Shri Mohd Irshad, being one of partners of property no.5660, Gandhi Market, has given a No Objection Letter dated 20.4.2017, notarized, in favour of Shri Mohd Abid (Appellant) for name change of disputed CA No,100403915 from Registered Consumer M/s Khurshid & Brothers to his name.
 - (c) The Hibanama dated 20.01.2019 executed by Late Shri Mohd Irshad in favour of Shri Mohd Abid.
 - (d) GPA (Blood Relation) dated 17.07.2019 executed by Shri Mohd Irshad in favour of Mohd Abid.
- (ii) Further perusal of K. No. file of CA No. 154621668 in the name of Shri Mohd Abid, it is clear that the Appellant / his representative has submitted GPA and Agreement to Sell & Purchase dated 16.6.2003, Aadhar Card of Mohd Abid & whereas CA No.152199460 R/C Shri Mohd Mazhar Qureshi has submitted his Aadhar card, Registered Declaration of Ownership Certificate for carrying his business of Artificial jewelry and MCD House Tax receipts of Shop No 5660/4-5.
- (iii) Moreover, it is observed that Shri Mohd Abid has submitted documents alongwith appeal an NOC of dated 20.4.2017 to transfer connection in

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his name of disputed CA No & Hibanama dated 20.01.2019, executed by his father Shri Mohd Irshad in his favour, but for name change he used a GPA of Shri Azhar Ali S/o Shri Mohd Muslim in favor of M/s Khurshid & Brothers through its proprietor Shri Mohd Alam S/o Shri Mohd Muzaffar dated 01.03.2002 and a GPA with Agreement to Sell & Purchase dated 16.06.2003 issued by Shri Mohd Alam S/o Shri Mohd Muzaffar in favour Shri Mohd Abid (Appellant), while in the property chain placed on record, nowhere the names of Shri Mohd Alam & Shri Mohd. Azhar, are in picture, which creates serious doubt about authenticity of the papers on which basis CA No & Name was changed.

- (iv) Furthermore, there were six partners in the subject property & only one partner i.e. Shri Mohd Irshad has issued NOC dated 20.4.2017 for transfer of existing connection bearing CA No.100403915 (RC - M/s Khurshid & Brothers) in the name of Appellant's favour. However, other partners OR their successors' NOC was also required for name change as per DERC Supply Code 2017.
- (v) In addition, there is flaw on the Respondent's part that when Shri Mohd Mazhar Qureshi (Respondent No.2) has submitted two objection letters dated 13.06.2022, 12.11.2024, the Respondent No.1 (Discom) ought to have given due diligence before taking any action and must have sought property chain also for name change of subject connection. Respondent failed to adhere to the prevailing provision under Sub Regulation 17(1)(i) of DERC Supply Code 2017 for transfer of connection.
- (vi) It is also observed that the outcome of the civil suit for the subject property & other related cases are sub judice.
- (vii) The prayer of disconnection of connection CA No.xxxx9460 in the name of his brother Respondent No.2 (Shri Mohd. Mazhar Qureshi), was never raised before the Forum, therefore, it does not require consideration.

23. In the light of the above, this court directs to modify the CGRF-BYPL's order dated 09.04.2026 as under:

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- (i) The *status quo* of the subject connection, originally existed CA No.100403915 in the name of M/s Khurshid & Brothers should be maintained rather than new CA No.154621668 (RC-Shri Mohd. Abid). Thus, the Respondent is directed to revert the name of subject connection to its original name within 10 days.
- (ii) The compliance report be submitted to this office within 30 days.

24. This order of settlement of grievance in the appeal shall be complied within 15 days of the receipt of the certified copy or from the date it is uploaded on the website of this Court, whichever is earlier. The parties are informed that this order is final and binding, as per Regulation 65 of DERC's Notification dated 24.06.2024.

The case is disposed off accordingly.


(Ali Zamin)
Electricity Ombudsman
14.09.2026