

**Consumer Grievance Redressal Forum  
Maharashtra State Electricity Distribution Co. Ltd.  
Bhandup Urban Zone, Bhandup**

Ref. No. Secretary/MSEDCL/CGRF/BNDUZ/

Date:

Case No. 202

Hearing Dt. 01/08/2008

**In the matter of Security Deposit.**

**Shri Srinivasan Gopalan**

- Applicant

Vs.

**MSEDCL- Mulund Division**

- Opponent

**Present during the hearing**

**A - On behalf of CGRF, Bhandup**

- 1) Shri S.L. Kulkarni, Chairman, CGRF, Bhandup.
- 2) Shri S.B. Wahane, Member Secretary, CGRF, Bhandup.
- 3) Mrs. Manik P. Datar, Member, CGRF, Bhandup.

**B - On behalf of Appellant**

Absent

**C - On behalf of Respondent**

- 1) Mr. M.N. Ahire. -Jr. Manager, F& A MSEDCL Bhandup.

Consumer registered his grievance with this forum on 10/07/2008 vide case no.202 CGRF. He registered his grievance directly as he approached various officials of utility regarding the matter and no cognizance was taken by utility.

Mr. Srinivasan Gopalan is residing at C/503,Silvar Birch, Garden, Nr. Swapna Nagari, Mulund (W) having phase connection with con. No. 000096275234.in the month of the Jan 2008, Consumer gave an application to the utility for change of name from the builders name to his name. Utility asked him to pay Rs 4000/-as security deposit, which was paid by the consumer on 8/01/2008.

Consumer also reiterated that the security deposit paid by the builder was also not reflected in this monthly electricity bills.

He stated that in the building where he resides the security deposit recovered by the utility on their behalf from the builder has been transferred in their names and reflected in their monthly energy bills. They were not required to pay additional security deposit but only an amount of shortfall between the requisite deposit amount i.e. monthly average energy bill and actual amount with the utility.

However, in his case, he was unnecessarily required to pay additional security deposit of Rs.4000/- to the utility. The amount of security deposit paid by the builder has also not been reflected in his bills, not only that the utility official have asked for again additional security deposit Rs.3360/- so as to effect the change of name from builder to him.

Thus applicant's requests are composite.

- 1) The initial security deposit paid through builder, additionally paid Rs. 4000/- deposit be reflected in his name.
- 2) The latest demand by utility for Rs. 3360/- additional deposit be withdrawn.

Finally his request is the utility as matter of rule, Should restrict its requirement of security deposit to consumer's monthly average energy bill.

The case was heard on 01/08/2008 when Shri Ahire divisional accountant represented the utility. He stated that he will go through the record and find as to why in the present case the security deposit from the builder has not been transferred in the name of occupier consumer as has been done in other cases as alleged by consumer.

Subsequently the Executive Engineer, Mulund division sent his written reply (without date) stating that due to internal difficulties of record, the deposit paid by the consumer could not be adjusted and the same will be done with in two months.

Previous deposit paid by the consumer through builder of Rs.3000/- is being reflected in the next energy bills

The additional deposit of Rs. 3360/- demanded by utility will also be credited through the next bill if it is already paid by the consumer.

It is seen from the above that the matter has been dealt with gross negligence and violation of provisions regarding security deposit prescribed in SOP.

According to the provisions the utility is entitled to demand from the consumer an amount of security deposit equivalent to a monthly average energy bills where the billing is monthly as in the present case.

Here the utility officials are exceeding their limits to the extent of asking the security deposit thrice from the consumer.

This arbitrary attitude of the utility officials needs to be checked properly.

Further it is annoying to note that the utility officials are still inactive and not submitting final compliance to CGRF ever through perused repeatedly for past two month till to date.

As a matter of rule prescribed in MERC (Electricity supply code and other conditions of supply) Regulations 2005. as per rule 11.2 the utility is entitled to recover deposit from the consumer an amount equal to monthly average energy bill as worked out from the energy bills of one year.

### **ORDER**

- 1) Utility is directed to follow the provisions and restrict the security deposit to an amount equal to monthly average energy bill. The remaining amount in excess recovered should be refund to consumer with R.B.I. Bank interest i.e. (6%) within a month by cheque.

Utility is also requested to fix up the responsibility against the officials of Mulund division for handling the matter negligently and also not reporting final compliance to the CGRF due to which the matter was delayed.

Compliance of this order should be reported to the forum within a month. Both the parties be informed accordingly. No order as to cost.

The order is issued under the seal of consumer Grievance Redressal Forum M.S.E.D.C. Ltd., Bhandup Urban Zone, Bhandup on.12<sup>th</sup> September 2008.

Note : 1) If Consumer is not satisfied with the decision, He may go in appeal within 60 days from date of receipt of this order to the Electricity Ombudsman in attached "Form B".

Address of the Ombudsman

The Electricity Ombudsman,  
Maharashtra Electricity Regulatory Commission,  
606, Keshav Building,  
Bandra - Kurla Complex, Bandra (E),  
Mumbai - 400 051.

2) If utility is not satisfied with order, it may go in appeal before the Hon. High Court within 60 days from receipt of the order.

**MRS. M.P. DATAR**  
**MEMBER**  
**CGRF, BHANDUP**

**S.L. KULKARNI**  
**CHAIRMAN**  
**CGRF, BHANDUP**

**S.B. WAHANE**  
**MEMBER SECRETARY**  
**CGRF, BHANDUP**

