

**Before Maharashtra State Electricity Distribution Co. Limited Consumer
Grievances Redressal Forum, Pune Zone,
925, Kasabapeth Building, IInd flr. Pune-11**

Case No. 02/2014

Date:-28/2/2014

In the matter of
Shri.Sachin Jyotiba Patil,
S.No.25/11, Narhegaon,
Tal.Haveli, Dist.Pune-41

- Complainant

V/S

The Executive Engineer,
M.S.E.D.C.L.
Parvati Division,
Pune.

- Opponent

Quorum

Chair Person	Shri.S.D.Madake
Member/Secretary,	Shri.N.S.Prasad
Member	Shri.Suryakant Pathak

1. Complainant Shri.Sachin Jyotiba Patil is owner of Swirl Wines Factory situated at Narhe. He is consumer of M.S.E.D.C.L. vide Consumer No.170498751400 having commercial connection and another No.170499751418 having Industrial connection. Consumer is regular in payment of bills and there is no complaint about electricity supply.
2. The dispute relates to Security Deposit amount paid by consumer. Initially on 28.12.11 M.S.E.D.C.L. sent letter demanding security deposit to consumer. The said amount was paid by consumer on 11.6.2010. However, consumer was not informed about the receipt of amount.

3. The consumer made a grievance that M.S.E.D.C.L. did not take cognizance of his letter within reasonable time and the amounts paid towards security deposit were taken as electricity bills. He averred that the bills issued by opponent are not correctly given as a result he was subjected to harassment.
4. M.S.E.D.C.L. filed written statement on 10.2.2014 and submitted that the amount paid by consumer towards security deposit has been credited in electricity bills by mistake. The said bill was adjusted in subsequent bill.
5. M.S.E.D.C.L. submitted that consumer was informed by letter dated 7.9.2013 explaining all details regarding the mistake and adjustment in the bill.
6. On 20th Feb.2014 both parties were present. The M.S.E.D.C.L.officials explained the circumstances in which the amount was taken as the electricity bills instead of Security Deposit. Consumer submitted that effective steps are necessary to avoid such mistake in future for which M.S.E.D.C.L. officials agreed with a view of consumer. Consumer has not claimed pecuniary compensation.
7. On pleading of parties the following point arises for consideration?
 - 1) Whether M.S.E.D.C.L. is guilty for deficiency in service?
 - 2) What order
8. Our findings are :
 1. In the affirmative
 2. As per final order

REASONS

9. M.S.E.D.C.L. earlier on 10.2.14 in say claimed amount Rs.5400/- (Rs.Five Thousand Four hundred only) security deposit in respect of consumer No.170498751400.
However when the mistake was realized M.S.E.D.C.L. filed application on 20.2.14 stating that consumer is not required to pay any amount towards

- security deposit. Consumer was further assured that on production of receipt dated 28.12.11 of payment of security deposit the same will be paid to him.
10. In the present case M.S.E.D.C.L. has categorically admitted the mistake, so it is clear that parties are not at issue. The existence of the dispute is essential for the trial, cause of action which is the main element of trial presupposes denial of right of the consumer. The admission of mistake by M.S.E.D.C.L. is clear and categorical. It is clear that M.S.E.D.C.L. expressed intention to be bound by the admission. As the admission is clear we feel it proper in the interest of justice to act upon it.
11. On hearing both sides, considering the contents of letter dated 7.9.2013 by M.S.E.D.C.L. explaining circumstances which resulted due to mistake and lastly by application to this Forum, that consumer need not pay, we pass following order :

ORDER

1. M.S.E.D.C.L. is directed to take the effective steps to avoid harassment in future.
2. No order as to cost.

N.S.Prasad,
Member/Secretary

Suryakant Pathak
Member Chair

S.D.Madake
Person

Date: 28/02/2014