

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM,
AURANGABAD.

Case No. CGRF/AZ/AUR/U/402/2012./35

Date of Admission 29.08.2012

Date of Decision 17.10.2012

1. M/S Jayshree Steels Complainant.
Plot No. H-5-53, MIDC.
Chikalhana. Aurangabad.

VERSUS.

1. The Nodal Officer, Respondents.
MSEDCL, Urban Circle,
Aurangabad.
2. M/s GTL Limited,
Franchise of MSDCL.
MIDC, Aurangabad.

CORAM:

Shri. V.B.Mantri. Chairperson.
Shri S.K.Narwade Member/Secretary.
Shri V.S. Kabra, Member.

ORDER.

1. The complainant is claiming refund of cost of metering cubic and excess security deposit amount, by filing this complaint.
2. The case of the complainant in brief is that, the complainant is the proprietary company named and styled as Jayashree Steels situated at plot No. H-5/53, MIDC, Chikalhana, Aurangabad. The company was started in the year 1995. The company had taken LT connection of 65 HP for the use of its company. The company had paid Rs. 59640/- as deposit at the time of taking connection of 65 HP. The company had then filed an application for enhancement of load from 65 HP. To 400 KVA. The said load was sanctioned. The complainant was asked to pay Ra. 6, 04320/- towards security deposit along with other charges. The complainant has paid the said deposit. The complainant as such paid the sum of Rs. 663960 in total.

3. It is the case of the complainant that metering cubic is required to be provided by the respondent. The respondent asked the complainant to procure and to install as it was not available with the respondent. The complainant in anticipation of refund of its costs, procured and installed 11kv metering cubic by spending Rs. 1, 15,000/The 11kv HT connection was then released by the respondent, in the month of Nov. 2011. The complainant on getting 11kv HT power supply was expecting to get refund of cost of metering cubic incurred by the complainant. The complainant requested the respondent to refund the cost of metering cubic incurred by him time to time but the respondent did not make the payment as yet. The complainant has therefore been compelled to file this complaint.
4. The complainant further submits that his average monthly bill is @ 255153. The complainant has therefore prayed that the respondent be directed to refund excess security deposit of Rs. 388960/- and further prayed for cost of Rs. 5000/-
5. The respondent No. 1 MSEDCL has submitted the reply to the complaint and thereby denied the entire claim of the complainant. It is submitted that, the earlier connection of 65 HP was in the name of Shri Sharad Bansilal Singhvi, and not in the name of the present complainant, bearing consumer No.490011082855,H-5-53,MIDC Chikathana, Aurangabad. Fresh connection was sanctioned for 400 KVA on 11 KV voltage level by the Urban Circle Aurangabad, on 13.4.2011. These are two different consumers having two different consumer Nos, having different security deposits. The present complainant has paid security deposit of Rs. 604320/-vide MR No. 8250294 on 15.4.2011. The security deposit which is not paid by the complainant can not be refunded to him. The consumer Sharad Bansilal Singhvi has filed the application for refund of security deposit, and the same application has been processed by the respondent No. 1. The claim of refund of security deposit of Sharad Bansilal Singhvi is pending before Hon'ble Ombudsman Nagpur for hearing. The complainant has filed this false claim. IT should be dismissed with costs.
6. The respondent No. 2 GTL Ltd submitted separate reply to the complaint and thereby submitted that, entire complaint is misleading. It is submitted that, the present consumer never requested for refund of security deposit. The complainant never approached the IGRC for refund of the security deposit. The present complaint as such is not maintainable. The present complainant is falsely claiming security deposit of another consumer. It is submitted that similar issue is already pending before the Hon'ble Ombudsman. The complaint as such is not maintainable.. The consumer did not move the IGRC for refund of metering cubicle. It is submitted that the consumer is entitled for refund only in case the consumer is permitted to carry out the work, under 1.3 supervision charges. The complainant has filed this false complaint and therefore it should be dismissed with costs.

7. This Forum heard the arguments of Mr. Kapadiya, the representative of the complainant. The Nodal Officer argued for the MSEDCL, and Mr. Borde representative argued for GTL Ltd.
8. Considering the submissions of the parties, the following points arise for our determinations, and our findings to those points are as follows.

9. <u>POINTS.</u>	<u>FINDINGS.</u>
A. Whether the complainant is entitled for refund of Rs. 1,15,000/-towards costs of metering cubicle along with interest thereon @ 12 % p.a as claimed ?	No.
B. Whether the complainant is entitled for refund of Rs. 388960 paid towards Security deposit as claimed?	No.
C. What redress if any ?	No.
D. What order ?	The complaint is dismissed.

REASONS.

10. Point No. 1.

As regards refund of costs of metering cubicle, it has been submitted by the Nodal Officer that MSEDCL has not accepted any amount from the consumers towards costs of cubicle. The complainant is therefore not entitled for refund of cubicle amount. On behalf of the GTL Ltd, it has been submitted that the said claim is not the grievance as is defined under the provisions of Regulations. The said claim **therefore** can not be decided by this Forum. Reliance has been placed upon the judgment of Hon'ble Bombay High Court in Writ Petition No. 2032 of 2011 in case of the MSEDCL Urban Circle Aurangabad, Versus M/s Kaygaon Paper Mills Ltd. Aurangabad. In the said case, the respondent M/s Kaygaon Paper Mills Ltd, had filed a complaint for recovery of Rs.. 2,89,231 against the Company. The Hon'ble High Court was pleased to hold that the said dispute is of civil dispute and the same is not covered by the term "grievance". It is thereby ruled that the Consumer Grievance Redressal Forum did not have jurisdiction. In the present case the complainant has claimed recovery of Rs. 1, 15,000/- from the Company which amount the complainant has allegedly spent for metering cubicle in anticipation of refund from the company. The dispute regarding recovery of such amount as such is civil dispute and **not** the grievance as is contemplated by the provisions of Regulation 2.1 (c) . This Forum as such has no jurisdiction to entertain the said dispute in view of the judgment of Hon'ble Bombay High Court. Hence the point No. 1 is answered in negative.

Point No. 2.

10. It has been submitted on behalf of the complainant that, the complainant has paid the sum of Rs. 59640/- towards security deposit and again the sum of Rs. 604320 was paid towards the security deposit. The average monthly bill is 255153 /- Hence the security deposit should be restricted to the monthly average bills as per MERC Order in case NO 70 / 2005 as well as per circular NO. 43 dated 27.9.06.
11. The Nodal Officer did not dispute the Circular NO. 43 dated 27.9.2006 as well as the MERC Order, but submitted that the complainant did not pay any amount of security of Rs. 59640 as is claimed. The said deposit was paid by one Sharad Bansilal Singhvi and not by the present complainant. The said Sharad Bansilal Singhvi had applied for refund of security deposit along with required indemnity bond. The claim of security deposit of Sharad Bansilal Singhvi is pending before the Hon'ble Ombudsman, Nagpur. The complainant has misled this Forum. The copy of the appeal memo has been filed.
12. This Forum did not find any document to show that, it was the present complainant who in fact has paid the security deposit of Rs. 59640/-. The contention of the respondent can be thereby accepted. The complainant did not make mention that any such claim is also pending before the Hon'ble Ombudsman. Nothing has been produced to appreciate that the complainant has ever make any demand of refund of later security deposit before IGRC or to the concern officer prior to invoking the grievance before this Forum. The second claim of the complainant thereby can not be accepted.
13. The complainant is not entitled for any relief as is claimed by the complainant. The complaint of the complainant should be therefore dismissed. This Forum therefore proceeds to pass the following order.

O R D E R.

The complaint is hereby dismissed.

Sd/-
(V. S. Kabra.)
Member

Sd/-
(S.K.Narwade)
Member/Secretary

Sd/-
(V.B.Mantri)
Chairperson.

Aurangabad.

17.Oct 2012

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AURANGABAD.**

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Plot No. H-5-53, MIDC.
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VERSUS.

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MSEDCL, Urban Circle,
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2. M/s GTL Limited,
Franchise of MSDCL.
MIDC, Aurangabad.

CORAM:

Shri. V.B. Mantri. Chairperson.
Shri S.K.Narwade Tech. Member.
Shri V.S. Kabra, Member.

ORDER.

14. The complainant is claiming refund of cost of metering cubic and excess security deposit amount, by filing this complaint.
15. The case of the complainant in brief is that, the complainant is the proprietary company named and styled as Jayashree Steels situated at plot No. H-5/53, MIDC, Chikalthana, Aurangabad. The company was started in the year 1995.

The company had taken LT connection of 65 HP for the use of its company. The company had paid Rs. 59640/- as deposit at the time of taking connection of 65 HP. The company had then filed an application for enhancement of load from 65 HP. To 400 KVA. The said load was sanctioned. The complainant was asked to pay Ra. 6, 04320/- towards security deposit along with other charges. The complainant has paid the said deposit. The complainant as such paid the sum of Rs. 663960 in total.

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17. The complainant further submit that his average monthly bill is @ 255153. The complainant has therefore prayed that the respondent be directed to refund excess security deposit of Rs. 388960/- and further prayed for cost of Rs. 5000/-
18. The respondent No. 1 MSEDCL has submitted the reply to the complaint and thereby denied the entire claim of the complainant. It is submitted that, the earlier connection of 65 HP was in the name of Shri Sharad Bansilal Singhvi, and not in the name of the present complainant, bearing consumer No.490011082855,H-5-53,MIDC Chikathana, Aurangabad. Fresh connection was sanctioned for 400 KVA on 11 KV voltage level by the Urban Circle

Aurangabad, on 13.4.2011. These are two different consumers having two different consumer Nos, having different security deposits. The present complainant has paid security deposit of Rs. 604320/-vide MR No. 8250294 on 15.4.2011. The security deposit which is not paid by the complainant can not be refunded to him. The consumer Sharad Bansilal Singhvi has filed the application for refund of security deposit, and the same application has been processed by the respondent No. 1. The claim of refund of security deposit of Sharad Bansilal Singhvi is pending before Hon'ble Ombudsman Nagpur for hearing. The complainant has filed this false claim. IT should be dismissed with costs.

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21. Considering the submissions of the parties, the following points arise for our determinations, and our findings to those points are as follows.

22. POINTS.

FINDINGS.

- | | |
|--|-----------------------------|
| A. Whether the complainant is entitled for refund of Rs. 1,15,000/-towards costs of metering cubicle along with interest thereon @ 12 % p.a as claimed ? | No. |
| E. Whether the complainant is entitled for refund of Rs. 388960 paid towards Security deposit as claimed? | No. |
| F. What redress if any ? | No. |
| G. What order ? | The complaint is dismissed. |

REASONS.

10. Point No. 1.

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complainant has claimed recovery of Rs. 1, 15,000/- from the Company which amount the complainant has allegedly spent for metering cubicle in anticipation of refund from the company. The dispute regarding recovery of such amount as such is civil dispute and the grievance as is contemplated by the provisions of Regulation 2.1 (c) . This Forum as such has no jurisdiction to entertain the said dispute in view of the judgment of Hon'ble Bombay High Court. Hence the point No. 1 is answered in negative.

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24. The Nodal Officer did not dispute the Circular NO. 43 dated 27.9.2006 as well as the MERC Order, but submitted that the complainant did not pay any amount of security of Rs. 59640 as is claimed. The said deposit was paid by one Sharad Bansilal Singhvi and not by the present complainant. The said Sharad Bansilal Singhvi had applied for refund of security deposit along with required indemnity bond. The claim of security deposit of Sharad Bansilal Singhvi is pending before the Hon'ble Ombudsman, Nagpur. The complainant has misled this Forum. The copy of the appeal memo has been filed.
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to the concern officer prior to invoking the grievance before this Forum. The second claim of the complainant thereby can not be accepted.

26. The complainant is not entitled for any relief as is claimed by the complainant. The complaint of the complainant should be therefore dismissed. This Forum therefore proceeds to pass the following order.

O R D E R.

The complaint is hereby dismissed.

Sd/
(V. S. Kabra.)
Member

Sd/
(S.K.Narwade)
Member/Secretary

Sd/
(V.B.Mantri)
Chairperson.

Aurangabad.

17.Oct 2012.