

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

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

Date :

Case No. 174

Hearing Dt. 15/04/2008

In the matter of Refund of security deposit

**Lt. Commander (Retd.) Hakim Singh
(Power of Attorney holder on behalf of
Consumer Commander Surinder Mandwan)**

- Appellant

Vs.

MSEDCL, Nerul Division

- Respondent

Applicant registered his grievance with this Forum on 27/12/2008 stating that he had purchased a residential flat at Nerul, Navil Mumbai during 2006 from the earlier owner Shri Vijay Dewakar & Mrs. Radhika Dewakar. He had approached MSEDCL office for change of name of electricity connection at the said flat and completed all the procedural formalities as desired by utility officials. In fact the earlier owner while the said transaction of the said flat also signed the declaration in form 'Z' of the utility to transfer the said connection with benefits and liabilities to the purchaser of the flat which is sold to the applicant's son (i.e. the applicable son who has given Power of Attorney to the applicant).

The utility officials however asked the applicant to pay the security deposit of Rs. 3000/- for transfer of name; the applicant paid the same amount as directed by utility. His request is that since he has paid the fresh security deposit of Rs. 5000/- the payment of Rs. 4000/- made by the earlier owner Shri Vijay Dewakar towards the security deposit paid for said connection should be refunded to him (applicant).

Since utility did not respond to him, he approached the CGRF.

The Secretary, CGRF felt that it was a matter of mere refund of security deposit, the ICGRU, Vashi under whose jurisdiction the matter comes can deal with this instantly and hence he sent the grievance application to ICGRU unit, Vashi on 02/01/2008 under intimation to the applicant. This was followed by the reminder to the said office on 11th March 2008 under intimation to the applicant. Since no cognizance was taken by ICGRU an intimation was sent on 27/03/2008 asking the Nodal Officer to attend the hearing at CGRF on 15/04/2008. The applicant was also intimated requesting him to attend the hearing. The hearing could not take place since both the parties did not attend.

Applicant wrote to CGRF vide his letter dtd. 04/04/2008, received on 24/04/2008 that he is unable to attend the hearing on dtd. 15/04/2008 and his matter be decided by the CGRF as per evidence available as per record. In the said letter he stated that he has also approached State Electricity Ombudsman in this regard to look into the matter.

The CGRF noticed that till date the Nodal Officer i.e. Executive Engineer, Vashi Circle of the utility did not send any point wise compliance to

CGRF although he was requested to do so and subsequent reminders he neither attended the hearing nor sent any intimation up till now about his inability to attend the hearing he was against telephonically reminded to clarify the matter. However, he was totally ignorant about the issue. It is therefore imperative to examine the matter with the record produced before CGRF by the applicant, which is fairly elaborate. It is felt that enough opportunities were given to Nodal Officer and thus to the utility.

On scrutiny of the papers produced by the applicant following facts have been revealed.

- 1) The applicant's son has purchased a residential flat at Nerul-Navi Mumbai from Shri M.V. Diwakar on 08/06/2006.
- 2) The applicant's son is gone out of the country and hence has given a power of attorney to applicant to deal with all the legal matters.
- 3) The applicant approached the utility for change of name completing all the required formalities. In these paper he had also enclosed indemnity bond which is of sort of an undertaking given to the utility that while utility should transfer the security deposit paid by the earlier owner i.e. Shri M.V. Diwakar who is unable to produce original receipt of security deposit for its refund the same security deposit should transfer in the name of new owner i.e. Comm. Surinder Mahandwan and Mrs. Dolly Singh. On transfer, in case any claim for its refund come he shall stand solely liable for indemnification.
- 4) The utility did not agree to this and asked the new consumer to pay a fresh deposit, which was fixed for Rs. 3000/-. It was paid by the applicant now

the utility is still insisting on original receipt of the earlier deposit of Rs. 4000 to refund it to the applicant despite of indemnity bond.

5) From the record it seems utility still not transfer earlier amount security deposit of Rs. 4000/- taken from the earlier flat owner to the applicant and he is insisting on production of original receipt of Rs. 4000/-. The utility had already transferred in the name of new owner.

6) It is seem logical in view of indemnity bond furnished by the applicant that the security deposit of earlier be transfer to the new owner/consumer. He will not be entitled to his cash refund. On transfer of this security deposit of Rs. 4000/- the applicant should be entitled to get refund of Rs. 3000/- paid by him from the utility.

7) In case the previous owner/consumer Shri M.V. Diwakar turns up to the utility for refund of security deposit with original receipt. The utility shall refund it to him only after taking from the applicant a fresh deposit as per rules prevailing at that time.

ORDER

Amount of Rs. 4000/- as a security deposit of the previous owner should be transferred to the connection of the new owner/consumer Comm. Surinder Mahandwan and Mrs. Dolly Singh.

The applicant who holds power of attorney on behalf of new consumer should be refunded a deposit of Rs. 3000/- paid by him to the utility. In case

the original consumer Shri M.V. Dewakar claims refund of security deposit of Rs. 4000/- in future and if utility decides to refund it, a fresh security deposit be obtained from applicant consumer.

The order is issued under the seal of consumer Grievance Redressal Forum M.S.E.D.C. Ltd., Bhandup Urban Zone, Bhandup on 25th of April 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