

Consumer Grievance Redressal Forum, Kalyan Zone  
Behind "Tejashree", Jahangir Meherwanji Road, Kalyan (West) 421301  
Ph- 2210707, Fax – 2210707, E-mail : cgrfkalyan@mahadiscom.in

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Date of Grievance : 15/06/2013  
Date of Order : 22/07/2013  
Period Taken : 37 days

**IN THE MATTER OF GRIEVANCE NO. K/E/722/852 OF 2013-14 OF SHRI DEEPAK PANDURANG NIRGUDE OF ULHASNAGAR, REGISTERED WITH CONSUMER GRIEVANCE REDRESSAL FORUM KALYAN ZONE, KALYAN ABOUT REFUND OF SECURITY DEPOSIT RECEIPT AND EXCESSIVE ENERGY BILL**

Shri Deepak P. Nirgude,  
C/o. Barrack No.1679, Room No.1,  
Sector 25, Behind Canara Bank,  
Ulhasnagar – 421 004

} (Here-in-after  
referred  
as Consumer)

Consumer No. 1) 020340997931  
2) 021514017015

Versus

Maharashtra State Electricity Distribution  
Company Limited through its  
Dy. Exe.Engineer, Ulhasnagar Sub Division - 4  
Ulhasnagar

} (Here-in-after  
referred  
as Licensee)

Appearance: Shri Deepak P. Nirgude  
Shri Giradkar  
Shri Pachpohe

Consumer  
Nodal Officer  
Dy. Exe.Engineer

(Per Shri. Sadashiv S. Deshmukh, Chairperson)

1. This Consumer Grievance Redressal Forum has been established under "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2006" to redress the grievances of

consumers. The regulation has been made by the Maharashtra Electricity Regulatory Commission vide powers conferred on it by Section 181 read with sub-section 5 to 7 of section 42 of the Electricity Act, 2003. (36 of 2003).

2. The Consumer was having residential supply bearing Consumer no. 020340997931 but he had sold the premises wherein supply was given and new purchaser has already paid security deposit afresh. Consumer sought refund of his deposit which is not paid in time, hence he registered grievance with this Forum on 5/6/2013. Even he complained about supply to Consumer No. 021514017015 wherein his brother is residing contending that energy bill issued is excessive and meter is defective.
3. The papers containing above grievance were sent by Forum vide letter No. EE/CGRF/Kalyan/0236 dated 10/6/2013 to Nodal Officer of Licensee. The Licensee filed its reply on 25/6/2013.
4. In this matter, we heard Consumer / Applicant in person and Shri Giradkar, Nodal Officer and Shri Pachpohe, Dy. Exe.Engineer for Licensee. We have gone through the material placed on record before us.
5.
  - a) Consumer's first grievance is towards his security deposit of Rs.1,000/- not returned. Admittedly, he had deposited that amount, he has sought the amount by writing letters right from 24/3/2005 showing his readiness and willingness to provide the original copy of security deposit receipt. He had issued a reminder towards it on 9/8/2005. Even he has sought details under the R.T.I. Act, Matter was taken to Appellate Authority and it is contended that Consumer was asked to provide original security deposit receipt to the office for making payment.

- b) Consumer for the aforesaid (a) had approached IGRC on 21/3/2013. Even he had complained with the Exe.Engineer on 16/8/2012 and now he has filed grievance before this Forum on 5/6/2013.
- c) When this matter was taken up for the first time on 25/6/2013 it was disclosed that Consumer is having original of security deposit receipt towards which he is seeking refund. However, on behalf of Licensee it was contended that as original is not submitted, refund could not be processed. In this light, we directed Consumer to hand over the original security deposit receipt so that Licensee can be directed to refund the amount. Accordingly, instantly, Consumer handed over the original security deposit receipt which was in turn provided to the Dy. Exe.Engineer, Mr. Pachpohe. He was asked to process it and report compliance. Consumer had sought the said security deposit with interest but on behalf of Licensee it was disputed that Consumer is not entitled to interest as he has not submitted the original receipt in spite of demanding it. Hence this aspect of interest was kept in abeyance and Officer of Licensee was asked to place before us the reply given to Consumer's letters which are referred above.

On this aspect both sides made further submissions during hearing today on 9/7/2013 Shri Pachpohe, Dy. Exe.Engineer placed on record cheque towards return of deposit of Rs.1,000/- to Consumer. Same is given to the Consumer as it is in his name. Consumer has acknowledged it signing on the Xerox copy which is kept with Shri Pachpohe, Dy. Exe.Engineer. Accordingly, actual payment of security deposit is complied by issuing the cheque dated 4/7/2013 of Canara Bank, Ulhasnagar.

In respect of interest on amount of security deposit, though this aspect is disputed by the Officers of Licensee the provisions of Supply Code and Conditions of Supply devised by the Licensee are clear. As per Supply Code, clause 10.9, 10.11, 10.12 read with Conditions of Licensee Clause No.18.11, 18.12, and 18.13, interest is to be paid on security deposits till deposit amount is returned. This position is clear in respect of supply is terminated or agreement is terminated and in the same line it will apply to the present case wherein security deposit is accepted from other person who stepped in the shoes of the Applicant being the purchaser of premises. Accordingly security amount already deposited by the present Applicant became due as soon as other person has deposited the cash security and interest thereon, is. to be paid to the Applicant from the date of such deposit by other person. Accordingly, the Consumer / Applicant is entitled to interest on his security deposit amount from the date when his successor for the premises has deposited the security deposit. No doubt, the Consumer was pursuing the said payment writing letter to the Exe.Engineer from 24/3/2005, 9/8/2005 and 29/12/2012. However, these letters are not replied and it is contended that these are not addressed to the Sub Division of Billing. We find said Sub Division is under the Division headed by Exe.Engineer, hence, letters addressed to the Exe.Engineer cannot be said to be improper or illegal. In case if such correspondence was found improper it would have been directed to that effect or could have been chanelized to the Sub Divisional Office which is just above the Division office. Expectation is expressed by Dy. Exe.Engineer, that it ought to have been directly handed over by Applicant to the Sub Division which is not done. We find it is not necessary to enter into this particular aspect as both have their own way of thinking but we have already expressed a view that existence of Sub

Division is included in the Division hence it ought to have been followed appropriately. The way in which Consumer's letters are not dealt by Exe.Engineer speaks itself. It could have been avoided aptly by the Licensee's Officers. Insistence of original receipt of deposit towards refund of security deposit is also one of the points raised by the Officers of Licensee but we are not able to find the reason for such insistence supported with any rules or guidelines of MERC or of Licensee which we have already referred above. We did perceive that such insistence is with the intent to ensure that such original security deposit receipt is not misused further or it is for the appropriate identity. Accordingly, payment of interest is must, which is as per the rules. Hence this relief is to be given. As the refund amount is not given in time it caused lot of difficulty and Consumer was required to run from pillar to post and considering the period of non payment of security deposit in time, we find equal amount of the deposit, i.e. Rs.1,000/- will be the appropriate sum towards the said difficulty sustained and to meet the ends of justice, by way of compensation under MERC clause 8.2(e).

6.

- (a) Consumer had approached with one more grievance pertaining Consumer No. 021514017015 which is in the name of Chandrabai. Said Chandrabai is not alive, Consumer claimed that Chandrabai has sold the premises to his mother wherein supply is there. It is contended that as supply continued in the premises to his mother, now mother is also not alive, his brother is residing there, therein, consumption is less but heavy bill is issued in the name of such Consumer and meter is faulty.

In this regard Consumer was made aware during the first hearing itself that for entertaining this part of the complaint, it is necessary that such grievance is to be brought before Forum by the 'Consumer' as defined in the

Electricity Act or at least a prospective Consumer. In this light we had asked as to whether any application submitted for entering name of his mother or his brother in place of Chandrabai, Consumer had claimed that no such change is sought. In this regard, we had asked the Consumer / Applicant to consider this aspect.

(b) During hearing on 9/7/2013, Consumer clarified that he had not applied for change of name in place of Chandrabai. However, he contended that his status is not challenged at any time by Licensee till this date and even not asked him to go for such status seeking change in name, etc. Accordingly, he contended his status is not disputed by Licensee. In reply, on behalf of Licensee it is submitted that in fact Consumer had not brought to the notice of the Licensee any such transfer of premises or there is a transfer of the title and none approached for such change of name. It is contended that for approaching this Forum one has to fulfill the conditions of 'Consumer' defined under the Electricity Act which are not available with the present Applicant.

We find it is clear that when the Applicant has not secured the status as a 'Consumer', may be seeking change in name or else, we find our jurisdiction will not extend to him by making any extension of the requirement of 'Consumer'. In this light we find the second aspect we are not able to deal; Applicant is at liberty to take appropriate recourse on that aspect. We make it clear that till the Applicant gets status of 'Consumer', for this particular Consumer Number, he cannot seek any relief from this Forum hence this second aspect cannot be dealt, it is to be disposed off.

7. In view of the above, the Consumer / Applicant's Grievance Application is partly allowed.

Hence the order.

**O-R-D-E-R**

- a) Grievance of Consumer to the extent of refund of security deposit to the extent of Rs.1,000/- is hereby allowed. Already, cheque of Rs.1,000/- is issued by the Officer of Licensee and handed over to the Applicant towards said refund of security deposit. Licensee to pay interest as per RBI Bank Rate on the said security deposit from the date of Consumer's successor deposited security deposit towards Applicant's Consumer Number, till to this date, i.e. 9/7/2013. Licensee to pay an amount of Rs.1,000/- to the Consumer as directed above under Clause 8.2 (e) of MERC Regulation. Licensee to refund the said interest and aforesaid amount of Rs.1,000/- within 30 days from the date of receipt of order and submit compliance within 45 days from the date of receipt of this order.
- b) Applicant's grievance towards Consumer Number 021514017015 is hereby disposed off as Applicant is not fulfilling the requirements of 'Consumer' as per the Electricity Act.

Date : 22/07/2013

**I Agree**

**I Agree**

**(Mrs. S.A. Jamdar)**  
**Member**  
**CGRF Kalyan**

**(Chandrashekhar U. Patil)**  
**Member Secretary**  
**CGRF Kalyan**

**(Sadashiv S. Deshmukh)**  
**Chairperson**  
**CGRF Kalyan**

**Note:-**

- a) The consumer if not satisfied, may file representation against this order before the Hon. Ombudsman within 60 days from the date of this order at the following address.

*"Office of the Electricity Ombudsman, Maharashtra Electricity Regulatory Commission, 606/608, Keshav Bldg, Bandra Kurla Complex, Mumbai 51"*

- b) Consumer, as per section 142 of the Electricity Act, 2003, can approach Hon. Maharashtra Electricity Regulatory Commission for non-compliance, part compliance or delay in compliance of this decision issued under "Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Ombudsman) Regulation 2003" at the following address:-

*"Maharashtra Electricity Regulatory Commission, 13th floor, World Trade Center, Cuffe Parade, Colaba, Mumbai 05"*