

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

Case No. 4 of 2007

Date: 16/04/2007

In the matter of Dr. Mukhi Shyam B.

- Complainant

V/S

M.S.E.D.C.L. Rasta Peth Division, Rasta Peth Sub Division

- Opponent

Corum	Chair Person	Mr. Bhalerao
	Member/Secretary,	Mrs. N.D.Joshi,

- 1) The facts in brief which gave rise to the present case are that Dr. Mukhi Shyam Bhagwandas (Complainant for short) made application to this Forum against Maharashtra State Electricity Distribution Co. Ltd. (Opponent for short) for refund of Rs.1545/- the amount which he had deposited on 27.3.87 for getting reconnection Rs. 200 and Rs.226.40 the additional security deposit and the amount which was payable to him when the account was stuck respectively and Rs.1.5 lakh by way of compensation for delay and deficiency, negligence and harassment on the part of Opponent.
- 2) After the Complaint was filed the notice was issued to the Opponents. On behalf of the Opponent, the Executive Engineer, MSEDCL, Rasta Peth Dn. filed the written statement contending that the amount of Rs.1545/-, which the Complainant had paid, was utilized and he was given reconnection on 27.3.87. After giving reconnection the Complainant used electricity and paid the bills raised on him for the consumption of electricity, last date of payment of the electricity charges was 10.8.89. The connection was again disconnected permanently in the year 1989 itself. The Opponent contended that once the reconnection was done and the amount was utilized the complainant again claimed refund of it. The Opponent admitted out of the

amount which Complainant had paid on 23.3.87 the amount of Rs.240/- is by way of security deposit and, therefore, the Respondent is ready to repay the S.D. of Rs.240/- and additional security deposit on complainant submitting the original receipt.

3) On rival contentions raised the following points arise for consideration :-

I. Does complainant prove that after he had paid the amount of Rs. 1545/- on 27.3.87 he did not get reconnection and the same amount remained unutilized and, therefore, he is entitled to refund of it.

II. Does complainant prove that his claim for refund of Rs. 1545/- is within time?

III. Is complainant entitled to compensation Rs.1.5 lakh for the alleged negligence of deficiency on the part of Respondent and harassment and inconvenience to him.

IV. Is the claimant entitled to any refund if yes, what is the quantum?

The Point no.1,2 & 3 are answered in the negative and Point No.4 as per Final Order for the reasons given below:

Reasons

4) **Point No.1** :- The Complainant's Case has long standing chequered history. The Opponent with his Say has filed the Consumer Personal Ledger (CPL for short). From the CPL it appears that earlier connection was in the name of Dr. Mrs. S.B.Mukhi, the Complainant's mother. Subsequently the said connection was changed in the name of Complainant. However, that change seems not to have been carried out. However, under the Firm Quotation dtd 27.3.87 the Complainant paid the amount of Rs.1545/- the additional S.D. was also paid by the Complainant on 2.6.88. The electricity connection to the Complainant's premises was disconnected on 30.12.83. The Complainant had not been residing at the said premises his permanent residence is at Ulhasnagar. Probably because the complainant was not in need of supply of electricity, the disconnection continued and when need arose for the complainant he paid

the amount of Rs.1545/- under the F.Q. dtd. 27.3.87 and claimed reconnection. Complainant's case is that even after making the payment of Rs.1545/- on 27.3.87 connection was not restored. After having made payment for reconnection on 27.3.87 the complainant for the first time made application to opponent in writing on 7.7.03 and contended that even though he had made payment of Rs.1545/- for reconnection or new connection neither reconnection was made nor new connection was given. By that application he requested the Executive Engineer to take prompt action and resume supply of electricity. As complainant had claimed reconnection on 7.7.03 a bill on the basis of average consumption was claimed from him for the period since Aug. 1989 till 4.11.03 a bill amounting to Rs.7394.44 was claimed

- 5) The complainant did not make payment of the amount of the bill but went on making several applications in dozens to the Executive Engineer and Chief Engineer. Ultimately the S.E. MSEB, Pune vide letter dtd. 19 March 2005 informed the complainant that the electricity connection to his premises was disconnected on 10.8.89. Thereafter when application was moved for reconnection on 7.7.03 the bill of Rs.7394.44 drawn on the basis of average consumption was claimed but the same was not paid, therefore, reconnection was not done. By the same letter the complainant was informed as permanent disconnection continued for a period of 16 years his remedy was to claim new connection on presenting A-1 form. Along with the same letter copy of the letter dtd. 30.3.05 addressed to Executive Engineer(Adm.) by Ex. Engineer, Rasta Peth Dn. was enclosed. The complainant in spite of making application for new connection again made application dtd. 5.4.05 to the Executive Engineer raising many queries as the complainant did not get relief as was claimed by him for getting new connection on the basis of payment which he had made in the year 1987, made application dtd. 25.6.05 to the Consumer Grievance Redressal Forum (Forum). The said application was returned by the Forum on the ground that the complainant did not forward the application in form 'A' and further that he did not first approach the Internal Grievance Redressal Cell (IGRC). The Forum therefore, directed the complainant first to approach the IGRC. The complainant without approaching

IGRC, approached the Ombudsman, Mumbai. The Ombudsman vide letter dtd. 25.7.05 referred the matter to the Forum. When matter was pending before the Forum at the intervention of the Forum the Opponent waived the bill amounting to Rs.10,138/- and on complainant making total payment of Rs.7070/- released fresh connection to the complainant's premises under new consumer no. 160250433538. The complainant while making payment of Rs.7070/- did not contend that the amount Rs.1545/- which he had already paid on 27.3.87 be appropriated. After getting new connection he made complaint to the Forum again on 27.2.06.

- 6) The question to be decided is whether the complainant is entitled to the amount which he had paid on 27.3.87. At the time when the complainant paid Rs.1545/- on 27.3.87 there was no electricity supply to his premises. In the year 1987 as he needed supply of electricity he made payment of Rs.1545/- having paid that much amount had the complainant not received the supply of electricity to his premises he would have definitely made the applications to the Opponent. However, till 7.7.03 no application in writing was made to the opponent. The conduct of the complainant is not of the nature that he would keep quiet for such a long time. After he had made application on 7.3.03 as he did not get supply of electricity he made several applications to the Opponent even approached Consumer Forum and also to the Electricity Ombudsman. Hence on the part of the complainant total silence during the period from 1987 to 2003 itself suggest that on making application dtd. 27.3.87 reconnection must have been made and supply of electricity to his premises resumed. The fact that reconnection was made is supported by the contents of the CPL. In the year 1987 there was no practice of maintaining CPL since the practice was started of maintaining CPL from 1996 the CPL as regards complainant's was maintained since then. The entry in the CPL for the month of Nov.1996 must have been made on the basis of the record that was then available. The said entry in the month of Nov. 1996 shows that last receipt of payment was 10.8.89, for the electricity consumed. The complainant admitted that on 2.6.88 he made payment of Rs.200/- towards additional security deposit. This fact of making payment of addl. security deposit on 2.6.88 also suggests that supply was resumed and as compared to the supply

the S.D. of Rs.240/- which complainant had paid on 27.3.87 was short the additional amount of Rs.200/- was claimed. The complainant contended that if last date of payment was 10.8.89 and as per entry in the CPL for the month of Nov. 1996 he was not in arrears on the contrary the amount of Rs.226.40 was payable to him. It is absurd to say that in the year 1989 there was again disconnection.

- 7) On behalf of the Opponent at the time of argument the situation was explained saying that on 10.8.89 the account of the complainant was settled and supply was disconnected probably because the complainant thereafter might not had been in the need of electricity. At the time of striking of the account deducting the amount due from the amount of S.D. the balance amount have been shown as payable to the complainant. The explanation offered on behalf of the Respondent appears very probable and reasonable.
- 8) The circumstances clearly show that the amount which complainant had paid on 27.3.87 was utilized for reconnection. After having received reconnection the complainant again claimed refund of it. Whatever the amount which he had paid by way of S.D. was accounted for when the account was settled. The Complainant therefore is not entitled to claim the refund of Rs. 1545/- or the amount of additional security deposit as Rs. 200/-
- 9) **Point No 2:-** If the complainant had paid amount of Rs.1545/- on 27.3.87 for reconnection, cause of action for him arose either for getting reconnection or refund for the amount which he had paid after waiting for reasonable time. Reasonable time can be taken of about 6 months thus for the complainant cause of action arose to claim refund or for reconnection or for new connection on 27.9.87. The said cause of action is not within 2 years from the date on which he first filed the complaint to the Forum on 11.7.05 or second complaint on 27.2.07. In view of the provisions of regulations 6.6 of Maharashtra Electricity Regulatory Commission Regulations 2006 the Forum can admit application (the Grievance) provided cause of action falls within 2 years before the date of filing application. In the instant case, cause of action, which arose for complainant, does not fall within 2 years before the complaint

was filed either on 11.7.05 or second complaint on 27.2.07, hence the claim is not within time

- 10) **Point No 3:** - The complainant has claimed compensation of Rs.1.5 lakhs on the ground that he did not get supply of electricity even after making payment for new connection or reconnection on 27.3.87. As discussed above, the complainant has no right to claim reconnection or new connection on the ground that he had paid the charges for it on 27.3.87 as the said amount which he had paid on 27.3.87 was utilized and reconnection was given to his premises. As the complainant's disconnection continued for more than 6 months in view of the provisions of regulations 6.5 of Maharashtra Electricity Regulatory Commission (Electricity Supply Code and additional conditions of supply) Regulation 2005, the agreement stood terminated. When consumer's supply is disconnected for a period of more than six months, in view of Regulations 7.2 Maharashtra Electricity Regulatory Commission's standard of performance of Distribution Licensee period for giving supply and determination of compensation regulation 2005. if the period of disconnection exceeds 6 months an application for reconnection of supply has to be entertained after either payment of amount due or settlement of dispute as fresh application for supply of electricity,
- 11) The complainant by letter dtd. 19.3.2005 with which letter dtd. 10.3.05 was enclosed, was informed that as per standard of performance as his disconnection continued for more than six months his case will be treated as new connection and accordingly he will have to pay the charges by filling form A-1. The complainant instead of making payment for new connection simply went on making applications. If at all connection was delayed it was because of his own lapses and, therefore, he is not entitled for any compensation. He has also not explained how he suffered loss to the tune of Rs.1.5 lakhs.
- 12) **Point No 4:-**After the account was settled the entry in the CPL of old connection shows that amount of Rs.226.40 was payable to the complainant by the end of Nov. 1996 and, therefore, the complainant is entitled the refund of 226.40 with interest thereon @ 9% p.a. from Nov. 1996 till the date of repayment, hence the Order.

Order

The complainant's claim of the refund of the amount which he had paid on 27/3/87 of Rs.1545/-, additional security deposit of Rs.200/- and compensation of Rs.1.5 lakhs is hereby dismissed.

The Opponent do pay the amount of Rs.226.40 with interest thereon @ 9% p.a. w.e.f. Nov. 1996 till date of repayment to the Complainant.

Sign:

Mrs. N.D.Joshi,
Member/Secretary

Mr. A.V. Bhalerao
Chair Person

Date: 16/4/2007