

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM
B.E.S. & T. UNDERTAKING

(Constituted under section 42(5) of Electricity Act 2003)

Ground Floor, Multistoried Annex Building,
BEST's Colaba Depot
Colaba, Mumbai - 400 001

Telephone No. 22853561

Representation No. N-E-198-2013 dtd. 26.06.2013

Asma M. & Shabbir M. ShikariComplainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Quorum : Chairman
Shri R U Ingule, Chairman

Member
1. Shri M P Thakkar, Member
2. Shri S M Mohite, Member

On behalf of the Complainant : 1. Smt. Marium Abbasbhai Rangwala

On behalf of the Respondent 1. Shri M.R. Dharaskar, DECC(E)
2. Shri P.D. Kalan, Ag. AAM

Date of Hearing : 31/07/2013

Date of Order : 07/08/2013

Judgment by Shri. R.U. Ingule, Chairman

Asma M. & Shabbir M.Shikari 504/5, Sankalp Siddhi Tower, E.S. Patanwala Road, Byculla (E) - 400 027 has come before the Forum for her grievance regarding dispute of refund of credit balance pertaining to A/c 524-348-003 after the change of name as new a/c no. 524-348-015 was allotted to her.

Complainant has submitted in brief as under :

1.0 The complainant has approached to IGR Cell on 05/03/2013 with her grievance regarding dispute of refund of credit balance pertaining to A/c 524-348-003 after the change of name as new a/c no. 524-348-015 was allotted to her. The complainant has approached to CGRF in schedule 'A' dtd. 09/05/2013 (received in CGRF on 24/06/2013) as no remedy is provided by the Distribution Licensee regarding her grievance. The complainant has requested the Forum to transfer the credit of Rs. 3,100/- from old account to her new account.

**Respondent, BEST Undertaking in its written statement
in brief submitted as under :**

- 2.0 This is the case of refund of credit balance of consumer A/c.No.524-348-015 standing in the name of Sarah Enterprises to new consumer Viz. Asma M. & Shabir M. Shikari having A/c.No.524-348-003, after change of name.
- 3.0 The Developer Sarah Enterprises redeveloped the old building of Sankalpa Siddhi Tower CHS Ltd and handed over the possession of all flats to individual owner and Sankalpa Siddhi Tower CHS.
- 4.0 In the instant case, Consumer A/c.No.524-348-015 was in the name of Sarah Enterprises and the account is transferred in the name of ASMA M. and SHABBIR M. SHIKARI vide their application dated 3/10/2011. The change of name was effected and new A/c.No.524-348-003 was assigned. The final bill of old A/c.No.524-348-015 was generated in the name of Sarah Enterprises having credit amount of Rs. 3100.00 in the month of November 2011 as the consumer had paid Rs. 5000/- by cash as advance on 18.11.2010.
- 5.0 The new consumer ASMA M. and SHABBIR M. SHIKARI approached for refund of credit balance of A/c.No.524-348-015 standing in the name of Sarah Enterprises and she was informed vide letter dtd. 06.03.2013 to submit NOC of Sarah Enterprises along with signature certification by Bank or Indemnity Bond & Copy of possession letter in order that the credit balance of A/C No. 524-348-015 standing in the name Sarah Enterprises can be refunded to new consumer.

REASONS

- 6.0 We have heard Smt. Marium Abbasbhai Rangwala for the complainant and for the Respondent BEST Undertaking Shri M.R. Dharaskar, DECC(E) and Smt. P.D. Kalan, Ag. AAM. Perused papers.
- 7.0 Instant matter has been a classic case of excessive adherence to the formalistic rigor on the part of the Respondent BEST Undertaking. In the net result thereof, the complainant has been put to the harassment to some extent, while denying refund of Rs. 3,100/- by asking her to furnish NOC from the builder M/s Sarah Enterprise and to get the signature of said builder verified by its banker.
- 8.0 In our consider view there has not been absolutely any necessity to ask the documents referred to above for ensuring and protecting its interest. The documents placed on file viz. Agreement for Sale, candidly manifest that the complainant has purchased the premises under consideration from the builder M/s Sarah Enterprises on 21/03/2005.

As submitted by her, she has been staying there from 2007. Besides it, the complainant has placed on file a letter of the Co-op. Hsg. Society viz. Sankalp Siddhi Tower of which she has been a member. The said society has also informed the Respondent BEST Undertaking having 'no objection', to credit the said amount of Rs. 3,100/- in the new account of the complainant. The Respondent BEST Undertaking has not denied the regular payment of the electricity charges in the consumer's account under consideration.

- 9.0 In the aforesaid observation and discussion, in our view merely an undertaking from the complainant to debit her account in case any other rightful claimant to the said amount of Rs. 3,100/- comes in future, could have suffice the purpose of the Respondent BEST Undertaking. However, admittedly for such small amount of Rs. 3,100/- the Respondent BEST Undertaking has been directing the complainant to furnish the NOC from the builder as well as to get verified the signature of the builder from its banker. The representative of the complainant has submitted before this Forum that the officials of the Respondent BEST Undertaking are also asking her to submit an indemnity bond on the stamp paper, which would put her to an expenditure, when the amount to be credited has been only Rs. 3,100/-.
- 10.0 The Power of Attorney holder of the complainant, Smt. Marium A. Rangwala representing the complainant in the present matter, has submitted a written undertaking before this Forum to debit her account in the event any party claims the said amount of Rs. 3,100/- from the Respondent BEST Undertaking. The said representative has requested this Forum to credit the account of the complainant by Rs. 3,100/-, instead of giving the said amount in cash to her.
- 11.0 We find quite a fair approach on the part of the complainant for redressal of its grievance. In our considered view, the Respondent BEST Undertaking should accept the said undertaking submitted by the Power of Attorney holder of the complainant and credit the account of the complainant by Rs. 3,100/-. This Forum at this juncture finds it expedient to exhort the BEST Undertaking to take a humanitarian approach for resolving such petty dispute, instead of unjustifiably insisting on compliance to the rigid formalities.
- 12.0 In the aforesaid observation and discussion, the complaint needs to be allowed. Accordingly we do so.

ORDER

1. The complaint no. N-E-198-2013 stands allowed.
2. The Respondent BEST Undertaking has been directed to credit the new account of the complainant by Rs. 3,100/- within a period of one month from this date, and to report the said compliance to this Forum within a period of one month there from.
3. Copies be given to both the parties.

(Shri S M Mohite)
Member

(Shri M P Thakkar)
Member

(Shri R U Ingule)
Chairman