

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-F(S)-213-2013 dtd. 27/12/2013

M/s Navbharat Potteries Pvt. Ltd.Complainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri R U Ingule, Chairman

Member

1. Shri M P Thakkar, Member

On behalf of the Complainant : 1. Smt Mahalaxmi Sonata
2. Smt Reeta Phualjule

On behalf of the Respondent 1. Shri B.K. Shelke, DECC(F/S)
2. Shri Sunil B. Tokekar, AAMCC(F/S)

Date of Hearing : 13/02/2014 & 20/02/2014

Date of Order : 03/03/2014

Judgment by Shri. R.U. Ingule, Chairman

Mr. M/s Navbharat Potteries Pvt. Ltd., 5th floor, Navbharat Estate, Zakaria Bunder Road, Sewri (W), Mumbai - 400 015 has come before the grievance regarding refund of security deposit amounting to Rs. 1,49,700 pertaining to A/c 723-553-001 and A/c 723-

553-007 & recovery of claim towards defective meter pertaining to A/c 723-553-001 from security deposit.

Complainant has submitted in brief as under :

1.0 The complainant has approached to IGR Cell on 25/09/2013 for their grievance regarding refund of security deposit amounting to Rs. 1,49,700 pertaining to A/c 723-553-001 and A/c 723-553-007 & recovery of claim towards defective meter pertaining to A/c 723-553-001 from security deposit. The complainant has approached to CGRF in schedule 'A' dtd. 24/12/2013 (received in CGRF on 26/12/2013) as no remedy is provided by the Distribution Licensee regarding their grievance. The complainant has requested the Forum to refund the security deposit and interest thereof.

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

- 2.0 M/s. Navbharat Potteries Pvt. Ltd. is our old consumer having more than one account for various premises situated at Navbharat Estates, Zakaria Bunder Rd. Sewri (West), Mumbai-400 015. In the year 2007, consumer had closed part of his business due to which two accounts viz. 723-553-007 and 723-553-001 were closed by the Undertaking. Subsequently, the consumer vide their two separate applications-cum-Indemnity Bonds dated 02.01.2001 had requested to refund the Security Deposit paid by them and indemnified the Undertaking all cost/expenses and damages which may be incurred by us in consequence of any claim which may be made by or on behalf of any person holding the original deposit receipt/receipts.
- 3.0 While processing the consumer's request for refund of Security Deposit, it was noticed that there is an amendment claim of Rs.1,81,321.61 pending pertaining to meter no. 0913568, a/c no. 723-553-001 vide claim no. 22133 dtd. 12/11/1993 and the same was informed to the consumer vide our letter dated 17.12.2007.
- 4.0 There were three meters installed on account No.723-553-001 and two meters installed on account No.723-553-007. On account No.723-553-001, there were two amendment claims pending on different two meters. First claim having No.22133, dated 12.11.1993 amounts to Rs. 1,81,321.61 towards defective meter no. 0913568, which was replaced on 29.10.1991 for the reason "Defective". The other claim having No.229 was for Rs.21,484/- towards Meter No.0901846, which was found damaged and burnt.
- 5.0 From the documents on record, it is noticed that the Claim of Rs. 21,484/- has been served to the consumer in the year 2003 and the same has been paid by the consumer.
- 6.0 In respect of claim of Rs.1,81,321.61, the consumer vide his letter dated 07.03.08 disputed against the claim stating that they have not received any details/correspondence regarding this claim. This claim is revised for six months amounting to Rs. 68,648.89 as per Administrative Order No.332 dtd. 12.06.2007.
- 7.0 The complainant was informed vide letter dtd. 09/04/2009 that the revised amendment of Rs. 68,648.89 will be adjusted against his deposit amount of Rs. 1,49,700.00 and balance security deposit amount of Rs. 81,051.11 will be

refunded. The balance security deposit amount of Rs. 81,051.11 was refunded to the complainant on 18/03/2013 vide electronic fund transfer.

- 8.0 Earlier Commercial and Consumer Depts. were merged and new Customer Care Depts. were formed. Subsequently Customer Care Depts. have started wardwise functioning. During this transaction period, while shifting the records of these newly created departments some documents including documents pertaining to defective meter claim of a/c no. 723-553-001 have misplaced and are not traceable.
- 9.0 The complainant was paid interest on security deposit till his accounts were live on master tape for billing purpose.

REASONS

- 10.0 We have heard Smt. Mahalaxmi Sonata and Smt. Reeta Phualjule for the complainant and for the Respondent BEST Undertaking Shri B.K. Shelke, DECC(F/S), Shri Prabhu, Supdt. CC(F/S) and Shri Sunil Tokekar, AAMCC(F/S). Perused papers.
- 11.0 M/s Navbharat Potteries is a consumer of the Respondent BEST Undertaking who came before the Forum with the complaint that he had paid security deposit of Rs. 1,49,700.00 for two accounts i.e. 723-553-001 and 723-553-007 for five meters.
- 12.0 In the year 2000, these two accounts were closed due to their change in business. Further, the complainant, vide his two separate applications and indemnity bonds dtd. 02/01/2001 had requested to refund the security deposit paid by them and also indemnified the Undertaking all cost / expenses and damages which may be incurred by him in consequence of any claim which may be made by or on behalf of any person holding the original deposit receipt / receipts.
- 13.0 While processing the complainant's request to refund the security deposits, the Respondent BEST Undertaking came to know in the year 2007 that there is amendment claim of Rs. 1,81,321.61 against the claim no. 22133 dtd. 12/11/1993 towards defective meter no. 0913568 which was replaced on 29/10/1991 for the reason "meter being defective". They had also claimed vide no. 229 for Rs. 21,484.00 for meter no. 0901846 which was found damaged and burnt. Vide claim no. 229, as the Respondent BEST Undertaking has claimed for Rs. 21,484.00, the complainant admitted the same therefore has been paid by the complainant in the year 2003. However, in regards to claim of Rs. 1,81,321.61, the consumer vide his letter dtd. 07/08/2008 disputed the same stating that they have not received any detailed correspondence regarding this claim and the same was of the period of year 1991. The complainant's claim has been subsequently revised by the Respondent BEST Undertaking from Rs. 1,81,321.61 to Rs. 68,648.89.
- 14.0 It is not a practice of the Respondent BEST Undertaking to provide documentary proof of the claim to the consumer along with the letter, however, if the consumer demands for the same, it is furnished to him. As per the Respondent BEST Undertaking in the present case the erstwhile Commercial and Consumer Depts. have restructured and divided into Customer Care Wards. During the transition period while shifting the records, these documents have been misplaced and are not presently traceable. Therefore the Customer Care Dept. has put up the case for management's sanction for revising the claim as per Administrative Order 332 dtd. 12/06/2007 stating that relevant documents showing the consumption and

amendment period of the claim are not available. Therefore the claim of Rs. 1,81,321.61 was revised for the period of six months and the said revised claim of Rs. 68,648.89 was deducted from the complainant's security deposit. Accordingly, the consumer was informed in the year 2009. The calculation of revised amendment for the period of six months is placed before this Forum at pg. 23 to 25 by the Respondent BEST Undertaking.

- 15.0 While considering the aforesaid calculation this Forum finds that relying on 'Debit Credit Statement' placed on file before us, at pg. no. 23 & 25 by the Respondent BEST Undertaking, a period of six months 23/04/1991 to 29/10/1991 has been taken into consideration for amendment, for which a base period of one year has been considered from 11/09/1996 to 11/09/1997. In this context this Forum observe that there is no any shred of evidence available with the Respondent BEST Undertaking in support of entries appearing in the above 'Debit Credit statement.' Besides it, most significant to observe that the aforesaid amendment claim has neither in consonance and in compliance to section 26(6) of the Indian Electricity Act, 1910, nor in compliance to any provision provided or regulation framed under the Electricity Act 2003. To conclude, the amendment claim made by the Respondent BEST Undertaking, thus neither supported by any documentary evidence nor by any provision of law. The same thus found by this Forum being highly unsustainable in law and fact.
- 16.0 There has been a bit delay in passing the instant order as the parties to the present complaint have sought an adjournment to enable them to place on file the record as well as to advance additional arguments. The same are granted by this Forum in the interest of justice and a fair trial, hence the said delay.
- 17.0 Thus we find a merit in the contentions raised by the complainant in regard to refund of security deposit amount. Accordingly we proceed to pass the following order.

ORDER

1. The Complaint no. N-F(S)-213-2013 stands allowed.
2. The Respondent BEST Undertaking directed to refund the entire Security Deposit amount Rs. 1,49,701.00 along with interest prevailing and paid by Respondent BEST Undertaking from time to time, deducting there from the part payment of the security deposit made to the complainant, within a period of one month from the date of receipt of this order.
3. The Respondent BEST Undertaking further directed to inform this Forum the compliance of this order within a period of one month there from.
4. Copies be given to both the parties.

(Shri M P Thakkar)
Member

(Shri R U Ingule)
Chairman