

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-GN-185-2013 dtd. 12/02/2013

M/s. Cosmos Co-op Bank Ltd.Complainant

V/S

B.E.S.&T. UndertakingRespondent

Present

Chairman

Quorum : Shri R U Ingule, Chairman

Member

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

On behalf of the Complainant : 1. Shri Tryambak Ramchandra Kulkarni

On behalf of the Respondent 1. Shri Sushil Bhimrao Pawar, AAMCC(G/N)

Date of Hearing : 13/03/2013

Date of Order : 10/04/2013

Judgment by Shri. R.U. Ingule, Chairman

The Cosmos Bank Co-op. Bank Ltd., Dadar (W) Branch, 36/A, Maru Niketan, 1st floor, D.L. Vaidya Marg, Dadar (W), Mumbai - 400 028 has come before the Forum for grievance regarding refund of excess amount of Rs. 63,317.46 paid towards stopped meter amendment claim pertaining to A/c no. 619-056-011.

Complainant has submitted in brief as under:

- 1.0 The complainant has approached to IGR Cell on 13/08/2012 for grievance regarding refund of excess amount of Rs. 63,317.46 paid towards stopped meter amendment claim pertaining to A/c no. 619-056-011. The complainant has approached to CGRF in schedule 'A' dtd. 08/02/2013 as they are not satisfied with the remedy provided by the Distribution Licensee regarding their grievance. The complainant has paid Rs. 1,03,951.66 on 19/07/2011 under protest. The Licensee has revised the claim amount to Rs. 40,634.20. The complainant has requested the Forum to refund the excess amount of Rs. 63,317.46.

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

- 2.0 The RKVAH meter no.X950095 which was installed for The Cosmos Co-op Bank Ltd. Dadar (W) Branch was replaced on 28.12.2004 by meter no.P021642 as old meter found stopped. Since an average consumption was recorded above 1000 units per month. Consumer's conventional account was transferred to Electronic A/c No.202-024-263 on 20.09.2006.
- 3.0 The proclaim of Rs. 2,71,016.27 was calculated for the period 14/05/2004 to 28/12/2004 based on based on new meter's consumption during the period 28.12.2004 to 12.03.2005 on average consumption of 7831 units per month. The same was appearing in electricity bill pertaining to the complainant's old conventional a/c no. 619-056-011 and requested the Undertaking to revise the same vide his letter dtd. 17/07/2011 addressed to Customer Care (G/North) ward. The claim was revised as per Administrative Order 349-A dated 06.04.2011 for six months for an amount of Rs.2,37,427.66. The said amount was paid by the consumer for settlement of claim.
- 4.0 During the course of the time Energy Audit Department also on receipt of Administrative Order 349-A revised the claim for Rs.40,634.20 and the same was informed to the complainant vide letter dtd. 05.12.2011 by Energy Audit. Since the consumer has already paid an amount of Rs.2,37,427.66 against the claim and requested the Undertaking to refund the excess amount arising out of revised claim preferred by Energy Audit Dept.
- 5.0 The consumer applied under Annexure 'C' on 13.08.2012 in this regard for refund of Rs.1,96,803.46 and not Rs.63,317.46 as mentioned in application under Annexure 'A' and reply was sent to The Cosmos Co-op Bank Ltd. dated 14.09.12 by DECC(G/N).

REASONS

- 6.0 We have heard Shri Tryambak Ramchandra Kulkarni for the Complainant Bank and for Respondent BEST Undertaking Shri S. B. Pawar, AAMCC(G/N).
- 7.0 In this matter, this forum has confronted with a strange situation, wherein, we find that in a complaint in Annexure-C before the Internal Grievance Redressal Cell (IGR Cell), the complainant Bank has prayed for refund of excess paid amount of Rs. 1,96,803.46. However, by filing a complaint in Schedule-A before this forum, the

complainant Bank has diluted its prayer and asked for the refund of Rs. 63,317.46 being paid in excess to the Respondent.

- 8.0 This forum therefore, restrict its instant order to the prayer made by the complainant bank praying for refund of Rs. 63,317.46, being paid in excess to the respondent BEST Undertaking. While proceeding to assess the merit in the aforesaid prayer made by the complainant bank, we find that initially the respondent BEST Undertaking on the ground that the meter no. X-950095 was found *stopped one* for a period from 14/5/2004 to 28/12/2004 worked out the electricity charges payable by the complainant of Rs. 2,71,016.27. Accordingly, we find the details of the said amount of Rs. 2,71,016.27 placed before us as Exhibit-B.
- 9.0 This forum further finds that, while replying the complaint made by the bank in Annexure-C, IGR Cell customer care of G/N ward had mentioned the said amount of Rs. 2,71,016.47 has been revised to Rs. 2,37,437.66 and claimed the same from the complainant bank on 6/1/2011. This forum further finds that, at the same time, the Energy Audit Department of the respondent BEST Undertaking in the implementation of Administrative Order No. 349-A dated 6/1/2011 proceeded to revise the original claim of Rs. 2,71,016.27 to Rs. 40,634.20. Accordingly, this forum finds a letter dated 5/12/2011 addressed to the complainant bank by the Divisional Engineer of the Energy Audit Department. This letter has been placed before this forum dated 5/12/2011 at Exhibit-G.
- 10.0 This forum observes that admittedly the complainant bank has paid Rs. 1,03,951.66 on 19/7/2011. In this context, this forum finds the electricity bill with the endorsement of the payment of the said amount placed before us at Exhibit-H by the respondent. This forum therefore, finds a merit in the contention raised by the complainant bank that the respondent BEST Undertaking has revised its claim to Rs.40,634.20, however, the respondent bank has paid Rs. 1,03,951.66. Evidently, therefore, there has been an excess payment of Rs. 63,317.46 from the respondent bank as alleged in the complaint. This forum therefore, finds a merit in the prayer made before this forum, for refund of Rs. 63,317.46 to the complainant bank.
- 11.0 At this juncture, this forum finds a very strange submission made by the respondent BEST Undertaking that the complainant bank has already paid Rs. 1,03,951.66 in its full and final settlement of account. Therefore, its management has taken a decision to retain this amount against an initial claim made by it from the complainant bank. We find ourselves unable to ascribe any merit to such unjustified claim made by the respondent BEST Undertaking. In our consider view, if there has been any bonafied or inadvertent lapses on the part of the consumer in paying the electricity charges in excess, albeit terming the same being full and final settlement of the claim, that would not give any liberty to the respondent to retain such excess payment. To conclude on this aspect, the respondent BEST Undertaking should retain with it the

legitimate electricity charges paid by its consumers and not any excess payment made inadvertently.

- 12.0 In the aforesaid observation and discussion, the complaint should succeed, accordingly, we proceed to pass the following order.

ORDER

1. The complaint no. N-GN-185-2013 stands allowed.
2. The Respondent BEST Undertaking has been directed to give the credit of Rs. 63,317.46 in the ensuing electricity bill, which would be served on the complainant bank.
3. The respondent BEST Undertaking has been directed to report the compliance of this order within a period of one month therefrom.
4. Copies be given to both the parties.

(Shri S M Mohite)
Member

(Shri M P Thakkar)
Member

(Shri R U Ingule)
Chairman