

		Date	Month	Year
1	Date of Receipt	20	07	2022
2	Date of Registration	21	07	2022
3	Decided on	15	09	2022
4	Duration of proceeding	56 days		
5	Delay, if any.	—		

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. 22799528

Grievance No. FS-462-2022 dtd.21/07/2022

Delta Plastics

.....Complainant

V/S

B.E.S.&T. Undertaking

.....Respondent

Present

Chairman

Coram :

Shri S.A. Quazi, Chairman

Member

1. Smt. Anagha A. Acharekar, Independent Member
2. Shri S.S. Bansode, Technical Member

On behalf of the Respondent (1) : 1. Shri R.U. Kasar
2. Shri S.S. Mairh

On behalf of the Complainant : 1. Shri T.D. Jadhav

Date of Hearing : 02/09/2022

Date of Order : 15/09/2022



(Signature)
(Milind Karanjkar)
Secretary
CGRF BEST

Judgment

- 1.0 The grievance of the complainant raised before this Forum is that the Respondent has not refunded the Security Deposit amount of Rs. 50,720.00 with interest from the date of closure of the account i.e. on 23/06/2011. It is further grievance of the complainant that on the date of closure of the a/c no. 518-058-413 i.e. on 23/06/2011 there was credit amount due, which is also not refunded with interest by the Respondent to the complainant.
- 2.0 The following facts are not disputed by the complainant.
- a) The complainant was consumer in respect of the a/c no. 518-058-413 from 12/05/2001 in respect of the premises bearing no. 112, 1st floor, Bharat Industrial Estate, T.J. Road, Sewree, Mumbai - 400 015. The consumer's account was closed on 23/06/2011 and on that date the amount of Rs. 50,720.00 was shown as Security Deposit and amount of Rs. 15,713.72 was also shown as credit in the said account of the complainant. On such closure a new electronic account no. 202-029-281 was allotted under extension of load. In such circumstances the old a/c no. 518-058-413 was changed to the new a/c no. 202 029 281.
- b) On the closure of the aforesaid a/c no. 518-058-413 of the complainant, the aforesaid security deposit amount and the credit amount pertaining to the said account was not refunded to the complainant in any form by the Respondent.
- c) The complainant, Delta Plastics had made an application on 09/03/2020 for refund of security deposit amount of Rs. 50,720.00 and other credit amount with interest. The said application was given in Internal Grievance Redressal Cell (IGRC) of Customer Care 'F/S' Ward under Annexure 'C' format along with letter dtd. 02/05/2014 of the complainant requesting the Customer Care Ward for refund of security deposit of Rs. 50,720/- + credit of Rs. 15,713.72 with interest. On 20/03/2020 there was national lockdown declared by government due to corona pandemic.
- 3.0 The case of the complainant as mentioned in the complaint as well as submitted by the representative of the complainant may be stated as under :
- a) After the closure of consumer's a/c no. 518-058-413, the Respondent was liable to refund the amount of Rs. 50,720.00 with interest from the date of closure of the said account. On the date of closure of said account further amount of Rs. 15,713.72 was shown as credit to the account of the complainant. According to the complainant, the Respondent was also liable to refund that amount to the complainant with interest



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(Mukund K. Arankar)
Secretary
CGRF BEST

(Signature)
Abhendra

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Sam

(Signature)

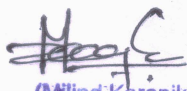
from the date of closure of the account. These amounts have not been paid by the Respondent to the complainant therefore the complainant had been pursuing the Respondent to refund of the said amount since the date of the closure of the account i.e. 23/06/2011. Ultimately on 09/03/2020 again the complainant made written complaint in Annexure 'C' but no relief has been granted by the Respondent to the complainant.

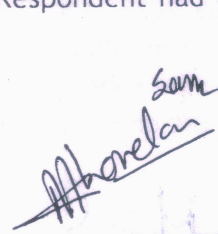
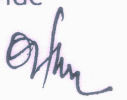
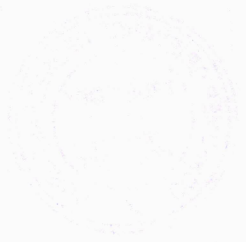
- b) It is further case of the complainant that in the month of February 2022, the Respondent has deducted the amount of credit from Rs. 15,713.72 to Rs. 9,068.00 by maintaining the final bill after 11 years of closure of account. According to the complainant, the Respondent is not entitled to deduct the said amount in the manner in which they have done.
- c) The complainant has placed reliance on clause 13.9 of the MERC (Electricity Supply and Other Conditions of Supply) Regulations, herein after shall be reported to as "Supply Code" 2005 & 2021. According to the complainant under the said provision, the security deposit carries interest and at the time of refund the said interest is paid to the consumer.
- d) In such circumstances the representative of the complainant has submitted that the Respondent be directed to refund the aforesaid amount of security deposit Rs. 50,720.00 with interest from the date of closure of the account i.e. on 23/06/2011 and also to direct the Respondent to refund the credit amount of Rs. 15,713.72 with interest from the aforesaid date.

4.0 The Respondent has appeared and has filed its reply to oppose the aforesaid grievance application before this Forum by the complainant. The case of the Respondent as mentioned in their reply as well as submitted by their representative may be described as under :

- a) It is true that on 09/03/2020, the complainant made an application for refund of security deposit amount of Rs. 50,720.00 in the IGRC of Customer Care F/S ward in Annexure 'C' form along with complainant's letter dtd. 02/05/2014 addressed to the Respondent. In the said application, the complainant has requested for refund of security deposit + credit of amount of Rs. 15,713.72 as interest.
- b) According to the Respondent on 20/03/2020 national lockdown was declared due to corona pandemic and due to which the government had permitted various establishments and offices to be in operational with bare minimum staff and essential duties only. Hence there was delay in processing the application under Annexure 'C' submitted by the complainant as above. However, the Respondent had replied vide



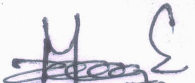

(Milind Karanjkar)
Secretary
CGRF BEST

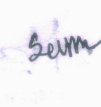




letter dtd. 14/12/2020 to the complainant. Also the correspondence was done regarding the complainant Delta Plastics vide letter dtd. 21/03/2022 and 29/03/2022. These documents have been produced by the Respondent with their reply at Exhibit 'C'.

- c) On 20/12/2021, Customer Care F/S Ward had informed Assistant Administrative Officer (AAO) Deposit Section for treating the case on priority so as to enable Customer Care Ward to settle the case. Reminder was also given by the Customer Care to the said office on 04/02/2022. The copies of these letters are produced with the reply at Exhibit 'D'.
- d) It is further case of the Respondent that while scrutinizing the case, it was observed that the complainant being holder of the a/c no. 518-058-413 had applied for extension of load. It was allowed and the said old a/c no. 518-058-413 was changed to electronic a/c 202-029-281 with change of meter. It was done in the month of June 2010. While processing this case, the a/c no. 518-058-413 was closed and final bill was generated on 23/02/2011. However, the security deposit of Rs. 50,720.00 was not transferred to new a/c 202-029-281. As per the ledger, there was discrepancy in final reading of meter no. R930047, ID 7504023 dtd. 15/02/2022. Therefore, according to the Respondent on 15/02/2022, the matter was processed for adjustment and amount of Rs. 6,645.31 was debited in the aforesaid old a/c 518-058-413 for 962 units. The document about such adjustment is produced by the Respondent at Exhibit 'E' with their reply.
- e) It is further case of the Respondent that Information Technology (IT) Dept. of the Respondent informed Customer Care Ward of the Respondent that while preparing final bill of a/c no. 518-058-413 only account closure transaction was generated and processed. Security Deposit was not generated resulting in non-payment of security deposit. To set the matter right, IT Dept. advised to give necessary credit adjustment for refund of security deposit so that it will appear in final bill as adjustment posted after final bill and then inform IT Dept. for further process. The correspondence by the IT Dept. made in this effect, has been produced by the Respondent as Exhibit 'G' with their reply.
- f) On 19/04/2022 further transaction ID bearing no. 7590963 was registered for refund of security deposit. However, consumer's representative Shri T.D. Jadhav insisted for refund of interest of security deposit from the year 2011 to 2021. Hence, on 13/05/2022, the Respondent's Customer Care Ward sent a proposal to their Audit Dept. regarding calculation of interest to be given to the consumer. The Audit Dept. informed subsequently to the Customer Care Ward that the consumer is liable for the interest on security deposit only for the period from 01/02/2011 to 23/06/2011 which




(Milind Karanjkar)
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is not given by the system and the consumer is not liable for the interest after June 2011. The correspondence of Audit Dept. in this case is also produced at Exhibit 'H' with the reply of the Respondent.

- g) As per the aforesaid Audit's direction, on 27/05/2022, the transaction ID bearing no. 7642115 was processed by the Respondent for refund of interest for the period from 01/02/2011 to 23/06/2011 amounting to Rs. 1,787.60. The statement of calculation in this regard is produced by the Respondent at Exhibit 'I' with their reply.
- h) On 06/06/2022 another transaction ID bearing no. 7590963 was processed by the Customer Care F/S Ward and it was sent to Audit Dept. The Audit Dept. queried that security deposit refund amount Rs. 50,720.00 and interest of Rs. 7,787.00 still not shown in the system and also to put Journal Entry (JE) for deposit amount. Hence, ward ticket 13124 was sent to IT Dept. regarding the same issue and it was attended by IT dept. To this effect, the Respondent had produced printout of computer statement at Exhibit 'J'. Again Audit Dept. pointed out that security deposit receipts were not shown in the aforesaid transaction ID bearing no. 7590963 and hence they were unable to process the said transaction hence ward ticket 13337 dtd. 12/08/22 was generated and sent to ID Dept. as per the copy produced at Exhibit 'K'.
- i) Finally the Respondent has pleaded that the consumer made an application for refund in March 2022 but due to first and second wave of corona pandemic the offices were not functioning in full capacity hence the papers of this case could not process immediately. Due to IT Dept. issues the case was further delayed and ultimately the IT dept has resolved most of the issues and now the Respondent is refunding Rs. 61,575.91 to the complainant vide final bill produced by the Respondent at Exhibit 'L' with their reply which is now prepared with necessary modification with the aforesaid circumstances.

5.0 The Respondent has pleaded that the complainant's aforesaid grievance has been addressed by the Respondent in the aforesaid manner and therefore the instant complaint is infructuous and therefore it is liable to be dismissed.

6.0 We have heard the submissions of parties and noted their submissions as above. In view of the above submissions of the parties and case pleaded by them, the following points arise for determination, on which we record our findings as under, for the reasons to follow.

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[Signature]
(Milind Karanjkar)
Secretary
CGRF BEST

Sr. No.	Points for determination	Findings
1	Whether the complainant is entitled for refund of the security deposit of Rs. 50,720/- with interest from the date of closure of the old a/c 518-058-413 i.e. on 23/06/2011 till realization of the amount as provided in Supply Code 2021 and correspondent provision under clause 13.9 of old Supply Code, 2005 at the rate as provided by RBI ?	Affirmative
2	Whether the complainant is entitled for refund of amount of credit of Rs. 15,713.72 with interest thereof from the date of closure of the account i.e. on 23/06/2011 ?	The complainant is not entitled for refund of Rs. 15,713.72 but for the amount of Rs. 9,068.00 without interest.
3	What order is required to be passed for instant grievance of application ?	The grievance application will have to be partly allowed as is being indicated in the operative order herein below.

7.0 We have recorded reasons for the aforesaid findings on point 1 to 3 as under :

- a) We have noted the admitted facts herein earlier in para (2). We have also noted the submissions of the parties.
- b) From the pleadings and submissions of the parties, the controversy appears to be with regard to the entitlement of the complainant to get refund of the amount of security deposit of Rs. 50,720.00 with interest from the date of closure of the a/c no. 518-078-413. As far as the fact that the old a/c no. 518-078-413 was closed on 23/06/2011 on account of extension of load to the premises of the complainant is concerned, there is no dispute about it. On the said date of closure of account i.e. on 23/03/2011 the amount of Rs. 50,720.00 was lying in the account of the complainant towards security deposit. The aforesaid provision of clause 11.9 of old Supply Code, 2005 and correspondent provision's contents in clause 13.9 of the new Supply Code, 2021, the security deposit is always refundable amount to the consumer which also carries interest at the rate as provided by the RBI. In view of such provisions, it can be said that the Respondent is liable to pay refund of security deposit of Rs. 50,270.00 to the consumer / complainant with interest from the date of closure of the account i.e. on 23/06/2011 at the rate provided by the RBI. In spite of this, the Respondent has withheld this amount. It appears that the case of the Respondent is that the complainant did not apply before 09/03/2020. On 09/03/2020, the complainant had given a complaint to IGRC in Annexure 'C' and thereafter the Respondent officials attended the matter and processed the same so that the security deposit amount is



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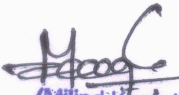
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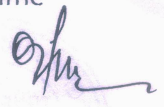
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refunded to the complaint. However, they did not make any provision for refund of the said security deposit as per the aforesaid provision. It appears that the complainant insisted for the interest and thereupon the Customer Care Ward proposed to their Audit Dept. for the same but the Audit Dept. did not accept that proposal except saying that the complainant is entitled for the interest on the security deposit only for the period from 01/02/2011 to 23/06/2011. The Audit Dept. does not appear to have considered the aforesaid provisions of the Supply Code of 2005 as well as Supply Code of 2021 which clearly recognizes the entitlement of the consumer for refund of the security deposit with interest at the rate as provided by the RBI from time to time. As the Audit Dept. did not accept the proposal of Customer Care Ward for payment of interest, the Customer Care Ward did not pay the interest. In such circumstances and considering the aforesaid provisions of Supply Code of 2005 as well as 2021, we hold that the complainant is entitled for refund of security deposit of Rs. 50,720.00 with interest at the rate as provided by RBI from the date of closure of old a/c 518-078-413 i.e. on 23/06/2011 till realization of the said amount. Accordingly, we have answered point no. (1) in affirmative.

- c) In regards to point no. (2) it appears that when a/c no. no. 518-078-413 was closed on 23/06/2011 the final bill on 23/06/2011 was generated by the computer system of the Respondent in which an amount of Rs. 15,713.72 was shown as credit to the account of the complainant. However, it was admittedly not paid to the complainant. This account was actually not finalized according to the Respondent. When the matter regarding refund of an amount to the complainant due to the closure of the old a/c no. 518-078-413, it was realized by the officials of the Respondent that in the course of process of closure of the account the consumption of 962 units was not accounted in the old account. Therefore, for this consumption an amount of Rs. 6,645.31 was debited to the aforesaid old a/c no. 518-078-413 and this amount was deducted from the said Rs. 15,713.72. After such debit, the actual credit amount remained to Rs. 9,261.39. Such conducts of the Respondent are duly proved from the documents produced by them with their reply and to this the representative of the complainant has also conceded fairly. He has also conceded that there is no provision in the Supply Code for payment of interest on the credit amount. In such circumstances we hold that the complainant is not entitled for refund of the credit amount of Rs. 15,713.72 with interest but we hold that the complainant is entitled for refund of Rs. 9,668.31 with interest. Accordingly, we have answered point no. (2).
- d) In view of the aforesaid findings on point no. (1) and in view of the findings recorded on point no. (2) as described herein earlier, we hold that the complainant is entitled for refund of security deposit amounting to Rs. 50,720.00 with interest from the date of closure of old account i.e. on 23/06/2011 at the rate provided by the RBI from time




(Milind Karanjkar)
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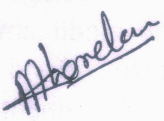

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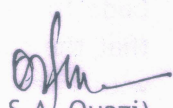
to time. We also hold that the complainant is not entitled for credit of an amount of Rs. 15,713.72 with interest but only for refund of Rs. 9,668.13 with interest. Hence, in these terms the instant grievance application will have to be partly allowed and the Respondent will have to be directed to pay the aforesaid amount to the complainant and this compliance directed to be made within two months from the date of this order. Accordingly, we have answered point (3) and hence we pass the following order.

ORDER

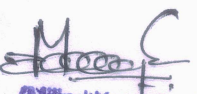
- 1.0 The grievance application no. FS-462-2022 dtd.21/07/2022 stands partly allowed in the following terms.
- a) The Respondent is directed to refund an amount of security deposit of Rs. 50,720.00 with interest at the rate as provided by the RBI from the date 23/06/2011 till the date of realization of the amount.
 - b) The Respondent is directed to pay the further amount of Rs. 9,668.13 without interest to the complainant.
 - c) The Respondent shall comply with the aforesaid directions within two months from the date of this order.
 - d) The present grievance application in respect of other relieves asked for by the complainant shall stands dismissed.
- 2.0 Copies of this order be given to all the concerned parties.


(Shri. S.S. Bansode)
Technical Member


(Smt. Anagha A. Acharekar)
Independent Member


(Shri S.A. Quazi)
Chairman




(Milind Karanjkar)
Secretary
CGRF BEST