

CGRF formed under the provision of IE Act 2003, sub clause 42(5) as well
Notification No.2/2011 of GERC (CGRF & Ombudsman)

BEFORE THE CONSUMER GRIEVANCES REDRESSAL FORUM
MADHYA GUJARAT VIJ CO LIMITED
CORPORATE OFFICE, 5TH FLOOR SP VIDYUT BHAVAN,
RACECOURSE, VADODARA 390 007

Subject	Consumer Grievances Complaint No.MG-II-06-2020-21
Complainant	M/s. Shubham Timbers, C/o Mansukhbhai K Patel, Umiya Timber Mart, Post: Kamla, Tal: Nadiad, Dist: Kheda
Respondent	Shri J S Bhagvati, Deputy Engineer, Nadiad (R) s/dn of MGVCL.
Date of hearing	29.09.2020 at Corporate office, Vadodara

QUORUM	NAME
Chairperson	Smt Mala Y Shah, Ahmedabad
Independent Member	Mr A G Shaikh, Nadiad
Technical Member	Shri M T Sangada, (RA&C) MGVCL Vadodara

The complaint dated NIL recd on 28.09.2020 regarding interest payment on Security Deposit paid at the time of release of new industrial connection, bearing consumer No.01432/01213/4 at Post: Kamla, Tal: Nadiad, Dist: Kheda

1.0 On 29.09.2020, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri C S Patel, appeared on behalf of complainant M/s. Shubham Timbers, C/o Mansukhbhai K. Patel whereas Shri J S Bhagvati, Deputy Engineer, Nadiad (R) s/dn appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard

2.0 The brief history of the case is as under:

- 2.1 Complainant M/s. Shubham Timbers is having industrial connection of 40 KW bearing consumer No.01432/01213/4 at Post: Kamla, Tal: Nadiad, Dist: Kheda.
- 2.2 The said connection was released in the year 1999 by paying Rs.27000/- as development charge and security deposit of Rs.6120/- as per prevailing norms.
- 2.3 Before release of connection, Circular for security deposit was revised by erstwhile GEB (CC No.691) vide letter No.OM/COM/A/1429 dated 08.01.1999.
- 2.4 Accordingly, additional estimate to pay differential security deposit amounting to Rs.18215/- was issued by Dy Engineer Nadiad rural s/dn and same was paid on 11.02.1999 vide MR No.021130.
- 2.5 Till date, in energy bill security deposit is shown as Rs.6120/- instead of Rs.24335/- (Rs.6120/- + Rs.18215) and also complainant is getting yearly interest on security deposit of Rs.6120/- only.



3.0 The representative of the complainant contended that -

- 3.1 Grievance was raised vide letter dated 18.02.2020 to EE (O&M) MGVCL Nadiad (City) for refund of development charge, correction of security deposit in energy bill and payment of interest on security deposit since release of connection.
- 3.2 Complainant's grievance was heard on 11.03.2020 by S E (O&M) MGVCL Nadiad Circle office during CRC & ordered vide No.NDC/Rev/CRC/1434 dated 18.03.2020 that "50% amount of development charge will be refunded within 15 days and amount of security deposit will be reflected on next bill.
- 3.3 Action has been taken by field office as per order of CRC but CRC has not considered regarding annual interest on security deposit.
- 3.4 As CRC has not considered grievance regarding annual interest on security deposit, I am approaching CGRF for natural justice.

4.0 The respondent contended that -

- 4.1 Complainant has applied for new industrial connection of 40 KW on 01.05.1998.
- 4.2 After survey and due approval of competent authority, FQ was issued amounting to Rs.104870/-, detailed break up is as under:

Line charge,	Rs.32638/-
Prop. Cost of TC	Rs.36172/-
Dev charge	Rs.27000/-
S/C	Rs.2920/-
S D	Rs.6120/-
Agreement fees	Rs. 20/-

Same was paid on 14.09.1998 vide MR Nos.10740 & 10741.

- 4.3 After completion of work, file was sent to division office for passing and query was raised by division office vide letter No.422 dated 15.11.1999 to recover additional security deposit as new circular No.691 dated 08.01.1999.
- 4.4 Due to mistake amount of SD was entered only Rs.6120/- instead of Rs.24335/- during master creation. Hence, annual interest on SD is paid only for Rs.6120/-.

5.0 The Forum Members present at the hearing considered contention of both the parties and perused the records and considering them in detail, findings are as under:

- 5.1 Complainant is not getting annual interest on SD of Rs.24335/- as per rules hence he is entitle to get simple interest as declared in different tariff orders.



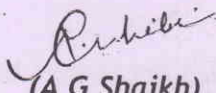
5.2 During period of erstwhile GEB, there was no rule to pay interest on SD amount.

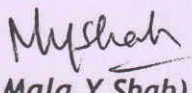
5.3 Payment of annual interest on SD was started from 2005 onwards so complainant is entitle to get interest on SD amount from 2005 onwards.

ORDER

6.0 The Forum has come to the conclusion that complainant is entitle to get interest on SD amount from 2005 onwards as per tariff orders so respondent is directed to calculate simple interest on balance SD amount as shown in 2.5 above as per prevailing rules & should be credited in next energy bill in respect of M/s. Shubham Timbers, C/o Mansukhbhai K Patel, Umiya Timber Mart, Post: Kamla, Tal: Nadiad, Dist: Kheda.


(M T Sangada)
Technical Member


(A G Shaikh)
Independent Member


(Smt Mala Y Shah)
Chairperson

PS :

If the complainant is not satisfied with the order of this Forum, the complainant may approach Ombudsman only after payment of minimum 33% of the bill amount issued to the party in question. **The Office address of the Ombudsman is : The Staff Officer, Office of the Electricity Ombudsman, Gujarat Electricity Regulatory Commission, Barrack No.3, Polytechnic Compound, Ambawadi, Ahmedabad 380 015 in accordance with Clause No.3.19 (viii) of GERC Notification No.2 of 2019.**

Procedure to make representations before Ombudsman***

1. Representation should be in writing duly signed by the complainant with his name and address.
2. Representation should be supported with affidavit.
3. True copy of order of Forum and original complaint made before Forum should be attached. Enclosed documents should be certified copies of the original documents.
4. The representation before Ombudsman should be submitted within 30 days from the date of order of Forum.
5. Copy of representation should be submitted at the office of Ombudsman. Copy of representation should be submitted to all respondents.
6. If the complainant is required to pay any amount according to the order of Forum, one-third of such amount should be deposited by complainant and proofs should be attached along with the representation.
7. The matter should not be pending before the competent Forum or any other court, tribunal, arbitrator or any other authority.
8. All representations should be with a sufficient cause, reasonable diligence causing the consumer prima facie loss and damages / inconvenience.
9. Representation may be submitted in English or Gujarati language

