BEFORE THE CONSUMER GRIEVANCES REDRESSAL FORUM
(*Under the Electricity Act, 2003*)
PUDUCHERRY
***

PRESENT:

**THIRU T. GOPALAKRISHNAN, B.E.,**
CHAIRMAN

**THIRU R. KRISHNAMURTHY, B.Com., LLB., PGDFL.,**
JERC NOMINATED MEMBER

WEDNESDAY, THE 13TH DAY OF JULY 2022

**CONSUMER CASE No.113/2022**

P. Gopal,
Proprietor: M/s Mother Cool Plastics & Injection Moulders,
No.32 & 33, Thirukanjee Road,
Odiampet,
Villianur Commune,
Puducherry 603110. .... Complainant

Vs.

1) The Executive Engineer, Rural-North(O&M),
Electricity Department,
Puducherry

2) The Assistant Engineer –Boomianpet,
Electricity Department,
Puducherry.

3) The Junior Accounts Officer (Rev-II)
Electricity Department,
Puducherry.

4) The Junior Engineer-Villianur,
Electricity Department,
Puducherry. .... Respondents

This case in C.C. No.113/2022 came up before this Forum for final hearing on 07/07/2022. After hearing both sides and having stood over till this date for consideration this Forum has delivered the following:

The case of the Complainant is as follows:

1. A Complaint was received from P. Gopal on 15/06/2022. In the Complaint the Complainant stated that he is having industrial service connection bearing policy Code 32-81-05-0410C/C1 in the above mentioned address initially with a load of 66HP. He requested the Assistant Engineer, Boomianpet to intimate the amount to be deposited, so as to get released, renewed FD from the Department, but there is no response. The Complainant, again given representation to the Executive Engineer, Rural-North, for which he was intimated to remit Rs.29,250/- at the Department cash counter. After making payment, the Complainant released the original FD and submitted for name change and renewal. The Reddiarpalayam Agricultural Co-operative Credit Society refused for full encashment with due interest as the FD was not renewed after its maturity period by the Department. Had the Department released the FD for renewal in time, he could have got the FD renewed and get complete interest for the whole period of deposit. Since the Department had not renewed the FD after the due date of maturity i.e., after 07/09/2011 to 25/04/2022, the Society had not paid interest to the FD which was due to negligence of the Department. The Complainant also stated that in the current consumption bill the SD amount was mentioned as Rs.16,000/- as against Rs.42,775/-. A separate representation was given to the Junior Accounts Officer-Rev.II for correction of the same. Therefore, the Complainant prayed for necessary directions to the Department (i) to pay for unrenewed period interest on FD (ii) To calculate and print the correct amount of SD (iii) since the premises was rented out, it is requested that the accrued interest of the merged A1 and C1 service shall not be adjusted to his Current consumption charges and to pay by means of cash or cheque under intimation to the consumer in a systematic manner. Hence, the Complaint.

2. The complaint was registered as C.C. No.113/2022 on 17/06/2022 and notice sent to the Executive Engineer, Rural (North) O&M and others to furnish reply by 01/07/2022. Reply from the Respondent No.2 and No.3 were received on

01/07/2022. A copy of the same was communicated to the Complainant. The case was posted for hearing on 07/07/2022.

3. In the Affidavit dated 30/06/2022, the Assistant Engineer-Boomianpet / Respondent No.2 for himself and on behalf of Respondent 1 and 4 had stated that, a letter had been received from the Respondent No.3 to collect the Security Deposit in the bill in which the Complainant paid by way of Fixed Deposit to an amount of Rs.29,250/- dated 07/09/2006 and such Fixed Deposit cannot be placed in the computer database. Therefore, as per the request of the Respondent No.3, the Security Deposit amount of Rs.29,250/- have been collected from the consumer by cash vide receipt No.RL.21030039158 dated 25/03/2022 for the industrial service connection bearing policy Code 32-81-05-0410C/C1. The report of the collection of Security Deposit of the above policy had been sent to the Junior Accounts Officer, Rev.II vide letter dated 28/03/2022 and the Complainant had also been advised to contact the the Junior Accounts Officer, Rev.II to claim the Security Deposit amount remitted by way of Fixed Deposit. The Complainant has complained that the security deposit amount is wrongly printed in the monthly energy consumption bill. In this regard, the Revenue wing has taken necessary action against the said issues.

4. In the Affidavit dated 30/06/2022, the Junior Accounts Officer-Rev.II / Respondent No.3 had stated that the Junior Engineer, Boomianpet has furnished a report dated 01/03/2022 that the Complainant had paid an amount of Rs.4,075/- towards Security Deposit in respect of the policy Code 32-81-05-0410B/A1(later merged with industrial service policy Code 32-81-05-0410C/C1 vide Receipt No.247348 dated 15/09/2006 and Security Deposit amount for Rs.29,250/- in respect of policy Code 32-81-05-0410C/C1by way of Fixed Deposit Receipt(FDR) No.0001717 dated 07/09/2006 (Maturity date 07/09/2011) drawn with the Reddiarpalayam Primary Agricultural Co-operative Credit Society, Puducherry. The said FDR was repayable in five years. The consumer has subsequently paid the security deposit by cash for Rs.29,250/- in respect of policy Code 32-81-05-

0410C/C1 vide receipt dated 25/03/2022. The above said FDR submitted by the consumer towards security deposit was kept under safe custody with Office of the Senior Accounts Officer, Works and Pricing section of the Department. On having received the same amount of Security Deposit by way of cash vide receipt mentioned above and based on the request of the consumer, the WAPS section released the FDR to the consumer vide letter dated 25/04/2022. The consumer has not previously made any request to this Office for arrangement for renewal of the above FDR. Hence the process of renewal was not initiated by this Office. In view of the said reasons, the prayer of the consumer to pay the un-renewed period's interest on FD amount may not be considered. The security deposit(SD) details in respect of the policy Code 32-81-05-0410C/C1 has been corrected into the data base from the existing SD amount of Rs.16,000/- to Rs.33,325/- in the billing month of April 2022. The ledger copy is submitted to the Forum for perusal. As per the JERC Supply Code Regulations 5.135

*"The Licensee shall pay interest to the consumer at the Bank rate prevailing on 01st April for the year, payable annually on the consumer's security deposit with effect from the date of such deposit in case of new connections energized after the date of this notification or in other cases, from the date of notification of the Supply Code 2018. The interest accrued during the year shall be adjusted in the consumer's bill for the first billing cycle of the ensuing financial year. If the security deposit is submitted in the form of Bank Guarantee or by providing lien against the fixed deposits, no interest shall be payable to the consumer"*

In terms of the above JERC Supply code Regulations 2018, the interest accrued on security deposit during the year shall be adjusted in consumer's current consumption charges bill only. As such the prayer of the Complainant for payment of interest on security deposit by means of cash or cheque may not be acceded to.

5. Hearing was held on 07/07/2022. Both the Complainant and Respondents were present. During the hearing the Respondents stated that the Complainant has not given any request for renewal of FDR.

Observation: i. On perusal of the records, the Complainant had given written request on 15/01/2012 addressed to the Assistant Engineer, Boomianpet, requesting to inform him the current amount of Security Deposit to be made in order to renew his FDR so as to obtain a fresh FDR for submission. Therefore, this Forum feels that it is a pure negligence on the part of the Respondents for not taking any action on the letter given by the Complainant. Eventhough the Complainant was well aware of the procedure of renewing of the FDR on maturity and that FDR in lien of security deposit was not released for encashment on maturity, the Complainant did not follow up by escalating the matter to higher up from 2012 to 2022 which is quite surprising. Further he remitted security deposit amount by cash only on 25/03/2022 after which the FDR was released. The prayer of the Complainant to pay interest on the FD amount for the unrenewed period is not accepted for the above reason. Further, the Reserve Bank of India by its notification dated 02/07/2021 issued to all banks including Primary /Urban/ Central Co-operative Banks / State Co-operative Banks by stating that:

*Section 9(b) of Master Direction – Reserve Bank of India (Interest rate on Deposit) Directions, 2016 and the Master Directions – Reserve Bank of India (Co-operative Banks – Interest Rate on Deposits) Directions, 2016 dated 12/05/2016 in terms of which if a Term Deposit matures and proceeds are unpaid, the amount left unclaimed with the bank shall attract rate of interest as applicable to savings deposit.*

*On review of these instructions, it has been decided that if a Term Deposit (TD) matures and proceeds are unpaid, the amount left unclaimed with the bank shall attract rate of interest as applicable to savings account or the contracted rate of interest on the matured TD whichever is lower.*

The Complainant deposed before the Forum that the matter for getting FD interest for non-renewed period was already taken up by him to the bank authorities who had assured to put up the matter before the Board meeting of the Primary Agricultural Co-operative Credit Society for according approval to pay interest to the FDR at higher rate, as the amount is lying in the Bank only. Further, the Complainant had stated that the SD amount is to be incorporated in the current consumption bill as

Rs.42,775/- instead of 33,325/-. Therefore, the second prayer of the Complainant has also paid MSD who is to be examined by the Respondents as per the provisions.

ii. The Respondent also submitted that the interest on the Security Deposit of consumers are not paid prior to the 2010 which is quite shocking and contrary to the directions of the Hon'ble Commission. The Respondent is directed to pay the interest on Security Deposit to all the consumers without any disparity.

ORDER

i. The Complainant is directed to submit the unrenewed FDR to the concerned bank to receive applicable interest as per the RBI guidelines.

ii. The Respondents are directed to mention and pay the interest on security deposit to all the consumers within three months and send a compliance report to this Forum.

iii. Thus, the complaint is allowed to the extent indicated.

iv. The Complainant, if aggrieved, by non-redressal of his / her grievance by the Forum or non-implementation of CGRF Order by the Licensee, may make an Appeal in prescribed Annexure-IV to the Electricity Ombudsman, Joint Electricity Regulatory Commission for the state of Goa and Union Territories, 3rd Floor, Plot No. 55-56, Pathkind Lab Building, Service Road, Udyog Vihar, Phase IV, Sector -18 Gurugram, Haryana-122015; Phone 0124-4684708; email ombudsman.jercuts@gov.in within 30 days from the date of this Order under intimation to this Forum and the Respondents.

v. Non-compliance with the directions of Forum by the Licensee shall attract remedial action under Sections 142 and 146, of the Electricity Act 2003.

Dated at Puducherry on this the 13th day of July, 2022

**Sd/-**

**(R. KRISHNAMURTHY)**
**JERC NOMINATED MEMBER**

**Sd/-**

**(T. GOPALAKRISHNAN)**
**CHAIRMAN**