



BEFORE THE OMBUDSMAN

(Appointed by the Maharashtra Electricity Regulatory Commission under Section 42(6) of the Electricity Act, 2003)

606, 'KESHAVA', Bandra Kurla Complex, Bandra (East), Mumbai 400 051
Tel. / Telefax: 022-2659 2965

REPRESENTATION NO. 37 OF 2005

In the matter of refund of cost of materials provided by the consumer
for giving supply

Mrs. Arpita Ashok Ayare,
Laxminarayan Nagar, Plot no. 104,
Village Khedshi, Dist. Ratnagiri.....

Appellant

Versus

Assistant Engineer,
Maharashtra State Electricity Distribution Co. Ltd.,
Rural Sub Divisional Office, Ratnagiri.....

Respondent

Present:

1. Shri W. G. Gorde, Ombudsman

On behalf of the Appellant:

None

On behalf of the Respondent:

1. Shri Manoj B. Dhabarde, Assistant Engineer, R-1 Sub Division,
MSEDCL, Ratnagiri

Date: 23rd November, 2005

1. Mrs. Arpita Ashok Ayare, a resident of Laxminarayan Nagar, Plot No. 104, village Khedshi, District Ratnagiri has filed the representation dated 21st October, 2005 against the order dated 29th August, 2005 of Consumer Grievance Redressal Forum, Ratnagiri. The representation is signed by one Shri D.A. Sawant, the Power of Attorney Holder, on behalf of Mrs. Aayare claiming refund of Rs. 1930/- towards material supplied in respect of electricity connection given to her by Maharashtra State Electricity Distribution Co. Ltd. Mrs. Ayare (hereinafter referred to as the Appellant) has stated her case as under.

2. She had applied to the Executive Engineer, Maharashtra State Electricity Distribution Co. Ltd., Ratnagiri for grant of electricity connection to her residence located at Laxminarayan Nagar, Khedshi, District Ratnagiri. The application was made on 16th April, 2003 to the local office of Maharashtra State Electricity Distribution Co. Ltd. (hereinafter referred to as the Respondent) who issued a quotation on 8th May, 2003 and advised the Appellant to pay Rs. 12000/- towards the cost for supply. The amount

was paid as demanded in the quotation, which included the cost of electricity pole and the materials required for the purpose. The Respondent's sub divisional office informed her that the work of providing electricity connection would be taken up in the order of seniority list of the applicants waiting for supply. The work was not taken up immediately and the Respondent cited the reason of shortage of material. In the meantime, she procured some material on the suggestion of the electrical contractor and handed it over to him to facilitate the supply. She spent Rs. 1930/- for this purpose. The supply was connected thereafter in the month of October, 2003.

3. The Appellant says that the Respondent was expected to provide all the material required for supply. Since the Respondent did not have all the material, the supply was getting delayed. As such, she procured some of the required material at the instance of the electrical contractor to expedite the work. Therefore, she is entitled to get the expenses incurred by her, reimbursed and refunded. She followed up the matter on number of occasions but the Respondent took no action. Since no response was received from the Respondent, she filed the grievance with the Consumer Grievance Redressal Forum, Ratnagiri to seek redress in the matter. The Forum heard the matter and issued the order on 29th August, 2005.

4. Notice was issued to the Respondent to file its reply to the points raised in the representation. The Respondent licensee failed to furnish its reply in time. As such the matter was scheduled for hearing on 22nd November, 2005 on the basis of documents on record. The Respondent then filed its reply vide letter dated 7th November, 2005, received on 14th November, 2005. It states that the estimate for electricity connection was given to the consumer on 8th May, 2003 and the consumer has paid the amount. The Respondent was in the process of arranging the required material for the purpose. However, the consumer was in a hurry to get the electricity connection and therefore procured and supplied some material to the contractor. The Respondent did not issue any oral or written instructions to this effect either to the Appellant or to the contractor and therefore it is not liable to reimburse any amount on this account.

5. The Appellant in its representation has made it clear that it may not be possible for her to pursue the matter personally during appeal. She prayed for leave of absence during the hearing and requested that the matter may be decided on the basis of her representation and documents submitted therewith. She reaffirmed her above request vide letter dated 14th November, 2005 received on 23rd November, 2005.

6. The matter was heard on 22nd November, 2005. The Respondent was represented by Shri Dhabarde, Assistant Engineer who reiterated the stand taken by the licensee in its written submission. He focused his augment on the fact that there is no procedure or provision in the Board to ask the consumer to procure any material from outside. He has not advised or requested the Appellant to get the material from the market. He has no information whether or not the contractor advised the Appellant to procure any material. There is no provision to refund or reimburse the expenses if incurred by any consumer without consent or knowledge of the Board.

7. Perusal of the documents on record and the submissions made by the party reveal that there were no instructions from the Respondent to the Appellant to procure the material. The Appellant, herself, in an attempt to expedite release of connection bought the material from the market and supplied it to the contractor. Nothing in the 'supply conditions' of the Respondent binds them to reimburse the cost incurred by any consumer to procure such material.

8. Before parting with the Order, I must put on record that the Respondent took more than six months to connect the supply after the application was made, and that too when the anxious consumer procured some material herself and facilitated the work. This leaves a lot to be desired the approach of the Respondent towards the consumer. The sort of insensitivity displayed in the whole process must be disapproved and viewed with concern. Mere absence of any provision in the 'Condition of Supply' or in the Procedures in the Respondent's organization to make good such expenses incurred by the consumer, should not be taken as a solace any more.

ORDER

While admitting the anxiety of the consumer to expedite the process of electricity connection, none of the provisions of the 'Conditions of Supply' or Regulations allows refund or reimbursement of the expenses so incurred. View taken by the Forum appears to be correct. There is no need to interfere in the order. The representation is disposed off accordingly.

Sd/
(W. G. Gorde)
Ombudsman

Sd/
(S. N. Yadwad)
Secretary