BEFORE THE CONSUMER GRIEVANCES REDRESSALFORUM
MADHYA GUJARAT VIJ COLIMITED
CORPORATE OFFICE, 5TH FLOOR SP VIDYUT BHAVAN,
RACECOURSE, VADODARA 390 007

Subject	Consumer Grievances Complaint No.MG-II-25-2015.16
Complainant	Shri Mahendrabhai Manibhai Patel, C/o Sky Electricals, Near Sardar Patel Statue, Vallabh Vidhyanagar, Tal &Dist : Anand
Respondent	Shri H R Patel Deputy Engineer VVnagar s/dn of MGVCL
Date of hearing	17.07.2015 at Vadodara

QUORUM	NAME
Chairperson	Shri P J Patel, Gandhinagar
Independent Member	Harsha S Chauhan, Vadodara
Technical Member	Shri A G Shah, MGVCL

The complaint dated 13.07.2015 regarding refund against cancellation of vij load application.

On 17.07.2015, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Mukeshbhai Arvindbhai Patel appeared as representative of complainant whereas Shri H R Patel Deputy Engineer VVnagar s/dn appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

The brief details of the case are as under:

1. Consumer No.01201/51299/9.

2. Existing load of 8.5 KW and additional load of 32.5 KW demanded on 07.05.2014. Total load 41 KW.

3. MGVCL had issued estimate on dated 17.05.2014 for Rs.90981.00 and same was paid on 20.05.2014.

4. The consumer had executed the agreement on 28.05.2014

5. MGVCL had issued TMN on dated 31.05.2014 to submit test report within sixty days.

6. Due to unavoidable circumstances to run the present business an application dated 19/6/2014 given to MGVCL for cancellation of additional load demanded as well as to make existing connection PDC and refund amount paid towards additional load demand.

7. MGVCL had processed the request and given cheque for Rs.10985.00 in the name of Shri Mahendrabhai M Patel on 20.05.2015.

8. The consumer has taken objection for less refund as they have paid Rs.90981.00 for their additional load demand.

9. The amount refunded is not as per GERC Notification No.9 of 2005, Chapter-VII, Clause No.VIII.

10. MGVCL has not erected line or transformer so there is no expenditure on the part of MGVCL. Therefore, no amount should be deducted from the amount paid by them.

11. MGVCL has already given connection to new incomer M/s. Hiral Enterprise without any extra cost.

12. Though the complainant has given consent to refund their old deposit in the name of M/s. Hiral Enterprise, cheque issued in the name of Shri Mahendrabhai M Patel.

13. Requested forum to give natural justice to refund amount eligible to them.

The representative of the complainant contended that there is no physical execution of work so there is no extra cost incurred by MGVCL to cater additional load demand. Also, they have given cancellation of additional load as well as PDC application before completion of TMN period. As per clause no.5 of agreement, the agreement period starts after the date of actual connection released. In instant case, they have given application for cancellation and to make connection PDC before completion of TMN period. It means that additional load is actually not released. Therefore, recovery of minimum charges for a period of two years is illegally recovered and requested to refund.

The respondent contended that the connection at the time of application was for 8.5 KW contract load under NRGP tariff. The consumer had demanded additional load of 32.5 KW on dated 05.02.2014.An estimate issued on dated 17.05.2014 was paid by the consumer on dated 20.05.2014. The connection is falling under “A” category so no further HT line erection work was required and estimate was also issued accordingly. An agreement was executed by the consumer on dated 28.05.2014 and TMN issued on 31.05.2014. Meanwhile, an application dated 19/06/2014 received from the complainant for cancellation of additional load demand as well as to make existing connection PDC. Considering two months’ notice, connection made PDC on dated 27.08.2014. While preparing the estimate, they had considered agreement charges of Rs.100/- Plus Fixed charges Rs.21500/- and Security Deposit Rs.69380/- (Total Rs.90981/-). An agreement fee is non-refundable. Two months’ notice issued before cancellation of application and agreement already executed before TMN. Therefore, minimum charges for a period of two years and electricity duty thereon is liable to recover. As per GERC Notification No.9 of 2005, Chapter-VII, Clause No.VIII, 10% of fixed charges deducted from the estimate paid by the consumer and balance amount Rs.10985/- is refunded in May-2015.

The Forum Members present at the hearing considered contention of both the parties and perused the records and observed that complainant has paid the estimate and also executed agreement for additional load. TMN also issued before cancellation of application. Practically, no additional work like erection of line and transformer required considering category "A". In case of LT consumer, no line charges is applicable whether infrastructure is required to be laid or not? Only fixed charge is applicable. Application for cancellation of additional load received after issue of TMN notice. So as per the agreement executed between two parties consumer is liable to pay minimum charges for a period of two years from the date of expiry of the TMN period. TMN issued on dated 31.05.2014 and as per the record submitted by MGVCL, minimum charges made applicable from 01.08.2014 which is as per rules. As per applicable tariff, clause No.5.4 – 85% of the contract load is chargeable for calculating minimum charges. The minimum charge is Rs.85/KW/Month. As per clause No.5.1 of the tariff, Rs.85/KW/Month is recovered as fixed charges.

As per records submitted, MGVCL had finalized case as under:

A. Billing demand applicable: (8.5 + 32.5) x 85% = 34.85 so 35 KW.

B. Minimum charge recovered w.e.f. 01.08.2014 for two years as per agreement. For the month of August 2014, bill for 8.5 KW already paid by the consumer so balance (35 KW – 8.5 KW) = 26.5 KW charged for minimum charge recovery i.e. 26.5 KW x 85 x one month = 2253, 35 KW x Rs.85 x 23 months = Rs.68425/- Total Rs.70678/- (2253 + 68425) as fixed charges. Considering 10% electricity duty Rs.7068/-. Total Rs.77746/- is recoverable.

   As per GERC Notification No.9 of 2005, Chapter-VII, Clause No.VIII, i.e. additional 10% of amount estimate for Rs.20,000/- in case of LT/HT is required to deduct. Accordingly, Rs.21500/- x 10% = Rs.2150/- require to recover. Summary of the above is as under:

A.	Minimum charges	Rs.77746/-
B.	10% additional load application	Rs. 2150/-
C.	Agreement fee	Rs.100/-
	Total	Rs.79996/-

   D. Amount refundable (90981/ Minus Rs.79996/) = Rs.10985/-

   E. Refund amount refunded on 20.05.2015

Regarding old deposit for contract demand of 8.5 KW it seems that Security Deposit is not refunded. Old Security Deposit amount indicated on the energy bill is Rs.11531/-.As per consent given by complainant Shri Mahendrabhai M Patel, old deposit is required to be adjusted in the account of new incomer M/s. Hiral Enterprise. If it is not accounted in above calculation, it should be refunded as per request of the complainant.

In view of the above discussion, the Forum is of the opinion that the refunded amount against cancellation additional load demand and PDC of existing consumer is in order. However, old security deposit for contract load of 8.5 KW is required to refund.

O R D E R

The Forum directs the Madhya Gujarat Vij Co Limited to refund Security Deposit of 8.5 KW contract load if not paid in respect of complainant Shri Mahendrabhai Manibhai Patel, C/o Sky Electricals, Near Sardar Patel Statue, Vallabh Vidhyanagar, Tal & Dist :Anand. The refund made against additional load demand is in order.

(A G Shah)	***(Harsha S Chauhan)***	***(P J Patel)***
Technical Member	***Independent Member***	***Chairperson***

PS :
If the complainant is not satisfied with the order of this Forum, the complainant may approach 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.2.63 Chapter-2 of GERC Notification No.2 of 2011.

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

*** http://www.gercin.org/docs/Cosumer%20Grievances/Procedure/Procedure.pdf