

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-III-23-2017-18
Complainant	M/s, Mohan Dyechem Industries, C/o Krishna Kumar Agrawal, Plot No.116, GIDC, Nandesari, Dist: Vadodara
Respondent	Shri S R Darji, Deputy Engineer, Nandesari s/dn of MGVCL.
Date of hearing	22.12.2017 at Baroda O&M Gotri, Vadodara

QUORUM	NAME
Chairperson	Smt Mala Y Shah, Ahmedabad
Independent Member	Harsha S Chauhan, Vadodara

The complaint dated 14.09.2017 (received from Sr CGM (F&A) 'MGVCL Corporate Office, Vadodara on 30.11.17 to hear his grievances in CGRF) so party was called on 22.12.2017 to submit his representation regarding settlement/sorting out of the issue of minimum charges bill.

On 22.12.2017, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri K K Agrawal, appeared on behalf of complainant M/s. Mohan Dyechem Industries, C/o Krishna Kumar Agrawal, Plot No.116, GIDC, Nandesari, Dist: Vadodara whereas Shri S R Darji, Deputy Engineer, Nandesari s/dn appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

The brief history of the case is as under:

1. The complainant has his own grievances long back since 03.07.2001 having con No.51212/02662/4 for his connection dt 15.01.1993 where erstwhile GEB had raised an outstanding amount as a arrears of energy bill is Rs.13,798.27 + plus interest shall be payable in five equal monthly instalments for his power connection of 42 KW load situated (as per erstwhile GEB notice dated 21.01.2001). First instalment was paid before



release or new connection situated at C/o Krishna Kumar Agrawal, Plot No.116, GIDC, Nandesari, Dist: Vadodara as per the order of erstwhile GEB.

2. His connection was PDC before 1999, now, erstwhile GEB HO letter No.OM/CR-1/BC/Mohan/7151 dated 03.07.2001 informed regarding arrears of Rs.13,798.27 + plus interest shall be payable in five equal monthly instalments.
3. Party paid only one instalment of Rs.2760/-. Remaining amount of Rs.11,038.27 Plus interest was required to be paid by party as per MGVCCL, corporate office letter No.EE(T)/DE(T)/16 3564 dated 28.12.2016.
4. In Sept 2017, party was called in Lokadalat held on 09.09.2017 where he was asked to pay principal amount of Rs.11,038.27 Plus interest of Rs.7058.48 with a total Rs.18,096.75 (by waiving 75% of interest charges). Party did not agree so case was not settled.
5. In CRC at Circle office dt 10.11.2017 and ordered that party should pay principal amount of Rs.11,038.27 Plus interest charges till the date of payment. This order was passed on 20.11.2017.

The representative of the complainant contended that his issue is not being heard by any Forum or authority of erstwhile GEB & MGVCCL & he is of the opinion that he has to pay only Rs.3446.00 as a energy bill as his connection was made PDC in 1999 so till date his connection was remained unconnected so his argument is that he is not supposed to pay principal amount as stated above.

The respondent contended that on the basis of letter party has paid first instalment of Rs.2760/- and remaining amount of Rs.11038.27 Plus interest is yet not paid by the party. This was informed by Chief Engineer (T&O) of

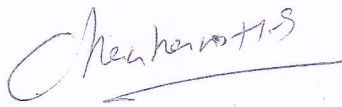


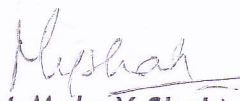
MGVCL vide letter No.1219 dated 03.08.2017 to party. Further to that party was heard in Complaint Redressal Committee on 10.11.2017. On 09.09.2017 party was invited in Lokadalat to settle their issue of Rs.11038.27 Plus interest of Rs.7058.48 totaling Rs. 18096.75 by recovering 25% of interest charges but party not agreed.

The Forum Members present at the hearing considered contention of both the parties and perused the records and observed that complainant did not agree in Lokadalat & amount legalized cannot be waived. so whatever issue raised by the field office of Rs.11038.27 Plus interest till date of recovering arrears is recoverable.

ORDER

The Forum has come to the conclusion that the complainant M/s, Mohan Dyechem Industries, C/o Krishna Kumar Agrawal, Plot No.116, GIDC, Nandesari, Dist: Vadodara that principal amount of Rs. Rs.11038.27 Plus interest till date of recovering arrears is recoverable. The calculation of arrears done by the field office of MGVCL is in order.


(Harsha S Chauhan)
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.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>

