



Consumer Grievances Redressal Forum

(Formed Section 181, sub-section (c) of the section 42 of The Electricity Act, 2003 and Regulatory (GERC) Notification No.4 of 2004).

MADHYA GUJARAT VIJ CO LIMITED

Corporate Office - Sardar Patel Vidyut Bhavan, Race Course, VADODARA: 390 007

Tele: (Dir) 0265-2330 635
PBX : 2310582 to 86
FAX: (Dir) 0265 - 2340692
Email : serc.mgvcl@gmail.com

Ref. No. Regu:CGRF: Hearing:SPL: 83

Date: 7/7/2023

Complain No. MG-I-07-2023-24

To
M/s. Satyendra Packaging Limited
Survey No.24/3, Nr Zanpalimata Temple
Navli Vadod Road, Zankharia
Anand: 388 355

Sub: Your grievances regarding to cancel application & agreement for increasing Contract Demand, Con No.HT 15640

Ref: Your application dated 21.06.23 recd on 22.06.23.

Dear Sir,

Enclosed herewith please find the order of the Consumer Grievances Redressal Forum as mentioned above.

Thanking You,

Yours Sincerely,
For & on behalf of CGRF


(J R Shah)
Convener

Encl: As above

cfwcs along with order to:

ETA to MD MGVCL Corp Office, Vadodara

C E (T&O) MGVCL Corp Office, Vadodara

copy to:

SE (City) / (O&M) MGVCL - CO Anand

EE (O&M) MGVCL DO Anand Rural

D E MGVCL HT Cell Corporate Office, MGVCL Vadodara

--He is requested to submit Action Taken Report within 7 days from the date of issue of this letter.

CGRF formed under the provision of IE Act 2003, sub clause 42(5) as well
Notification No.2/2019 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-I-07-2023-24
Complainant	M/s. Satyendra Packaging Limited, Survey No.24/3, Nr Zanpalimata Temple, Navli Vadod Road, Zankharia, Anand: 388 355
Respondent	Shri H R Patel, Dy Engineer from Borsad Division and Shri P N Shah, Dy Engineer, from Corporate Office, Vadodara.
Date of hearing	26.06.2023 at Corporate Office, MGVCL Vadodara

QUORUM	NAME
Chairperson	Shri S P Trivedi, Vadodara
Technical Member	Shri K-B Dhebar, (RA&C) MGVCL Vadodara

The complaint dated 21.06.23 received on 22.06.23 requesting to cancel application & agreement for increasing Contract Demand, Con No.HT 15640.

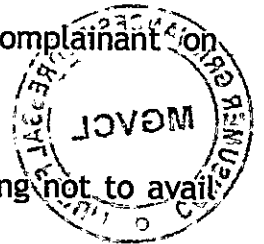
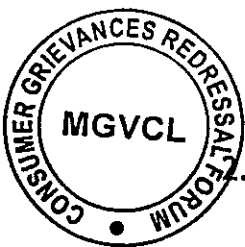
1.0 On 26.06.2023, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Vinod Trivedi, PRO appeared on behalf of complainant M/s. Satyendra Packaging Limited, whereas Shri H R Patel, Dy Engineer from Borsad Division and Shri P N Shah, Dy Engineer, from Corporate Office, Vadodara 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 The complainant bearing consumer No.HT-15640 had applied for additional 800 KVA in existing 2500 KVA on 29.11.2022.

2.2 The respondent MGVCL had issued an estimate on dated 02.01.2023 for catering additional 800 KVA and same was paid by complainant on 01.02.2023 & agreement executed on 02.02.2023.

2.3 Complainant had requested MGVCL on 20.04.2023 regarding not to avail additional load.



2.4 Work involved for catering additional load of 800 KVA CTs replacement from 25/1 to 40/1 & GETCO had submitted work completion on 27.04.2023.

2.5 MGVCCL Corporate Office had issued Release order on 03.05.2023 for additional 800 KVA in existing 2500 KVA total 3300KVA.

3.0 The representative of the complainant contended that -

3.1 They are India's one of the largest and an Emerging Global Player Plastic Packaging Company having 5 manufacturing plants in surrounding area of Milk City Anand, Gujarat with work force of 2000, exporting around 1200+ 40 Ft. containers annually, serving the best to valuable customers domestically and worldwide since last one & half decades.

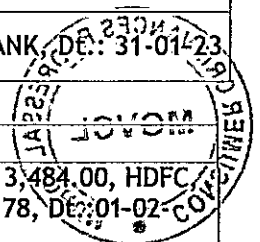
3.2 They are one of the loyal and valuable consumers of MGVCCL since last so many years.

1	Satyendra Packaging	Gopalpurā, Anand	11 KV	1400 KVA
2	Satyendra Packaging	Chikhodra, Anand	11 KV	220 KVA
3	Satyendra FIBC Pvt. Ltd.	Sarṣa, Anand	11 KV (Express)	2000 KVA
4	Satyendra Packaging	Zankharia, Anand	66 KV	2500 KVA
5	Satyendra Packaging	Bordi, Kheda	66 KV	4500 KVA

3.3 They had applied for increasing their Contract Demand from 2500 KVA to 3300 KVA and MGVCCL had served Estimate on dated 02-01-2023 and against it, payments / Bank Guarantee had been arranged as per below details.

MGVCCL		
Service Connection Charges	13,600.00	AMOUNT: 25,100.00, HDFC, D.D.NO.: 056179, Dt.:31-01-2023
CTPT Replacement & Visit Charges	11,500.00	
BANK GUARANTEE	1,77,31,066.00	KOTAK BANK, Dt.: 31-01-2023

GETCO		
15% Supervision Charges	91,884.00	AMOUNT: 14, 13,484.00, HDFC D.D. NO.: 056178, Dt.: 01-02-2023
Pro-rate Charges @ Rs.1400/KVA for 800 KVA	13,21,600.00	



3.4 They are having plastic packaging manufacturing company and approximately 75% of their plastic packaging products are exported globally mainly in USA, GULF and African Countries.

3.5 In present time, many countries are facing an increasing debt burden, high inflation and burning issue of the moment, geopolitical tensions, war which all plays a major role and main cause for economic slowdown worldwide.

3.6 Due to various reasons, their key customers of abroad who were purchasing packaging products in very high volume since last so many years have cancelled their big orders this year.

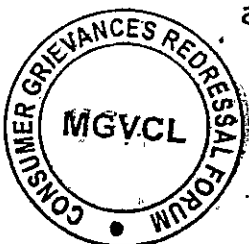
3.7 Because of this cancellation, now they have very less export orders compare to our assumed figures and compare to our previous years order.

3.8 Looking at unexpected order cancellation, in June, 2023 their CMD Mr. Satyendra Shah visited USA to convince existing customers & to meet new customers but didn't get any positive result.

3.9 According to cancellation of abroad orders, they had decreased their production. Right now, they are using under 2000 KVA power which is less than 85% of our existing C.D. and for this reason they are paying penalty also for the same.

Cons. No.	Bill Date	CD	85% of CD	Actual Max. Demand
HT 15640	01-05-23	2500 KVA	2125 KVA	1920 KVA
HT 15640	01-06-23	2500 KVA	2125 KVA	1918 KVA

3.10 In this crucial period of economic slowdown, they have less orders and higher expenditures. MGVCCL penalty for non-utilization of 85% of increasing C.D. i.e. 2805 KVA (3300 KVA) will give them additional huge losses.



3.11 Being a loyal and valuable Consumer of MGVL since last so many years, they hope to get genuine help for the same from Consumer Grievance Redressal Forum.

3.12 The complainant has prayed as under:

1. To cancel their Application / Agreement of increasing C.D. and kindly continue our existing Contract Demand i.e. 2500 KVA.
2. Requesting to arrange deducted refund of our paid amount to MGVL & GETCO which is to be adjusted against their upcoming electricity bill.

4.0 The respondent contended that -

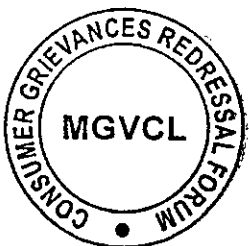
4.1 The complainant while availing 2500 KVA power at 66 KV Voltage level submitted vide letter dated 17.06.2021 that they definitely going to increase power supply above 4 MVA in the next 16 to 18 months. Hence to avoid duplication of infrastructure, they requested to avail 2500 KVA at 66 KV.

4.2 As per clause No 3(a) of Agreement, the complainant is liable to avail additional load on completion of work.

4.3 As per GERC Supply Code 2015, Clause No.4.42, since work for catering additional 800KVA already completed and release order issued on 03.05.2023, the complainant is liable to pay the demand charge and minimum monthly charges after expiry of 60 days.

4.4 The complainant have other EHT Connection bearing Consumer No 60630 under Nadiad Circle of MGVL for which they have avail additional load in similar manner i.e. work completion report is submitted by GETCO on Dtd.27.04.2023 and got physically released on Dtd.29.04.2023. Therefore similar treatment given for both the connection of same consumer.

4.5 For additional 800 KVA load existing 25/1 A tariff Metering CT to be replaced with 40/1 A tariff Metering CT. Testing of 40/1 A tariff Metering CT was carried out on 17.03.2023 at High Voltage Test Lab, Electrical Controls & Systems, Waghodia, which was witnessed by representative of



GETCO & MGVCCL in presence of complainant's representative. Test results of metering CT were approved by MGVCCL on 27.04.2023 and approval conveyed to complainant.

4.6 As per Supply Code, there is no work involved for Distribution System, only up gradation of CTs are required. As per GETCO's estimate the said work is to be done by the consumer as estimate was issued under Option-III. At one unit they have got additional load in same period while for instant case, they are requesting to cancel the additional load.

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 The complainant had executed power supply agreement for additional 800 KVA load in existing 2500 KVA load total 3300 KVA Contract Demand on 02.02.2023.

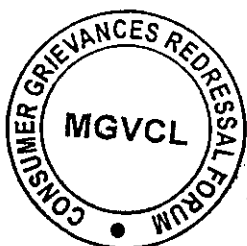
5.2 The work for catering additional load of 800 KVA was completed on 27.04.2023 and release order issued on 03.05.2023.

5.3 As per GERC Supply Code 2015, Clause No.4.42, "On completion of the work, Licensee shall inform to the applicant for availing the power supply and if the applicant fails to avail of the power within the period of sixty days from such intimation, he shall be liable to pay the demand charges and minimum monthly charges as applicable. The Distribution Licensee may, in special circumstances, extend the above period of sixty days", the release order issued on 03.05.2023 for additional load of 800 KVA in existing 2500 KVA, total 3300 KVA load by the respondent MGVCCL is in order.

ORDER

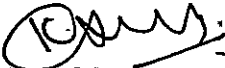
6.0 The Forum has come to the conclusion that

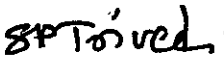
6.1 As per GERC Supply Code 2015, Clause No.4.42, "On completion of the work, Licensee shall inform to the applicant for availing the power supply and if the applicant fails to avail of the power within the period of sixty days from such intimation, he shall be liable to pay the demand charges and minimum monthly charges as applicable. The Distribution Licensee



may, in special circumstances; extend the above period of sixty days", the release order issued on 03.05.2023 for additional load of 800 KVA in existing 2500 KVA, total 3300 KVA load by the respondent MGVL is in order.

6.2 The request to cancel application / agreement of increasing 800 KVA additional contract demand cannot be considered.


(K B Dhebar)
Technical Member


(S P Trivedi)
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

