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-03-2024-25
Complainant	Shri Dipakbhai I Brahmbhatt, Moto Kumarvado, At & Post : Khambhat, Dist : Anand (For M No.1591, LS No.164, Village : Jalundh, Tal: Khambhat, Dist: Anand).
Respondent	Shri N N Chavda, Dy Engineer, Khambhat Rural s/dn of MGVCL.
Date of hearing	29.04.2024 at Corporate Office, MGVCL Vadodara

QUORUM	NAME
Chairperson	Shri S P Trivedi, Vadodara
Technical Member	Shri B J Desai, (RA&C) MGVCL Vadodara

The complaint dated NIL received on 16/04/2024 regarding to cancel suomotu estimate of Rs.1,25,773/- for increase in Contract Demand, consumer No. 09558014613 (unit at M No.1591, LS No.164, Village : Jalundh, Tal: Khambhat, Dist: Anand)

1.0 On 29.04.204, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Kiritbhai Brahmbhatt authorized representative appeared on behalf of complainant Shri Dipakbhai I Brahmbhatt, whereas Shri N N Chavda, Dy Engineer, Khambhat Rural s/dn 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 is having LTMD connection opf 36.6 KW located at M No.1591, LS No.164, Village : Jalundh, Tal: Khambhat, Dist: Anand.

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2.2 The complainant had crossed their contract demand in the year 2022-23 & 2023-24 is under:

Sr. No.	Billing Month	Contract Demand (KW)	Actual Demand(KW)	% Excess Drawl
1	May-22	36.6	40.00	9.29 %
2	JUN-22	36.6	47.00	28.42 %
3	JULY-22	36.6	50.00	36.61 %
4	AUG-22	36.6	45.00	22.95 %
5	NOV-22	36.6	39.00	6.56 %
6	JAN-23	36.6	42.92	17.27 %
7	FEB-23	36.6	45.8	25.13 %
8	MAR-23	36.6	43.10	17.75 %
9	APR-23	36.6	40.00	9.29 %
10	JUL-23	36.6	38.00	3.82 %

2.3 The complainant had crossed contract demand four times in FY 2022-23. Hence, as per circular No. 75, MGVCL office has issued a notice on dated 29.11.2022, 20.12.2022, & 21.04.2023, whenever the complainant had drawl excess than contract demand. However, complainant had not applied for additional load /regularization of contract demand for said connection.

2.4 Therefore, as per circular No.75, MGVCL has initiated suomotu and additional load estimate issued to him on dated 29.09.2023, which is not paid by complainant in stipulated time limit.

2.5 MGVCL office had also reminded him to pay dues vide letter dated 07.11.2023, but the same not paid by complainant so it is debited in his bill. As dues remain unpaid, said connection was disconnected.

3.0 The representative of the complainant contended that -

3.1 They have permanently closed RO Plant since long due to serious accident occurred on 04.12.2023 to son of Shri Dipakbhai Brahmbhatt.

3.2 The entire saving was expensed for the treatment of their son so he could not pay MGVCL energy bill. His son is still under treatment at Amba Hospital at Adalaj, Ahmedabad.

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3.3 During CGRF hearing, he prayed to disconnect power supply on permanent basis as, RO Plant is already wind up and to cancel suomotu estimate issued for increase in contract demand from 36.6 KW to 50 KW. He agreed to pay difference of minimum charges for the two years.

4.0 The respondent contended that -

4.1 The complainant is having LTMD connection opf 36.6 KW located at M No.1591, LS No.164, Village : Jalundh, Tal: Khambhat, Dist: Anand.

4.2 The complainant had crossed their contract demand in the year 2022-23 & 2023-24 is under:

Sr. No.	Billing Month	Contract Demand (KW)	Actual Demand(KW)	% Excess Drawl
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5	NOV-22	36.6	39.00	6.56 %
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8	MAR-23	36.6	43.10	17.75 %
9	APR-23	36.6	40.00	9.29 %
10	JUL-23	36.6	38.00	3.82 %

4.3 The complainant had crossed contract demand four times in FY 2022-23. Hence, as per circular No. 75, MGVCL office has issued a notice on dated 29.11.2022, 20.12.2022, & 21.04.2023.However, complainant had not applied for additional load /regularization of contract demand for said connection.

4.4 Therefore, as per circular No.75, MGVCL has initiated suomotu and additional load estimate issued to him on dated 29.09.2023, which is not paid by complainant in stipulated time limit.

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4.5 MGVCL office had also reminded him to pay dues vide letter dated 07.11.2023, but the same not paid by complainant so it is debited in his bill. As dues remain unpaid, said connection was temporarily disconnected on 27.12.2023 & meter was also removed thereafter.

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 As per available record and submission by respondent & complainant, it was confirmed that the maximum demand was recorded in excess of contract demand by more than 5% for four times during financial year 2022-23, the respondent MGVCL had issued 30 days' notice to the complainant for submitting an application form for enhancement of load.

5.2 It was observed that due to non-response of the consumer by the end of notice period, the procedure for enhancing the contract demand from 36.6 KW LTMD to 50 KW LTMD and estimate issued in accordance with clause No.4.95 of GERC Supply Code 2015 by the respondent is in order.

Review of Contracted Load/ Sanctioned Load Contracted Demand

In case of HT, EHT and Demand Based LT connections, if the maximum demand was recorded to be in excess of contract demand by 5% or more for at least four times during last financial year, the licensee shall issue a 30-day notice to the consumer for submitting an application form for enhancement of load. If there is no response from the consumer by the end of the notice period, the licensee shall start the procedure for enhancing the consumer's contract demand to the average of four recordings of maximum demand shown by the consumer's MDI meter in the last financial year. In such case, the consumer shall be liable to pay all applicable charges as per provisions of this Code for regularization of the enhanced demand. The enhanced demand will be considered as revised contact demand on receipt of such charges and all provisions of agreement shall be applicable to such consumers for revised contract demand.

In case of non-Demand Based LT connections, review of Contracted Load/ Sanctioned Load shall be carried out once in a financial year and if it is found that connected load on such type of connection is 25% or more than the Contracted Load/ Sanctioned Load in case of Residential Consumers and l0%o or more than the Contracted Load/ Sanctioned Load in case of other categories of consumers, the licensee shall issue a 60-day notice to the consumer for submitting an application form for enhancement of load. If there is no response from the consumer by the end of the notice period, the licensee shall start the procedure for enhancing the consumer's Contracted Load/ Sanctioned Load to the load found at the time of inspection. In such case, the consumer shall be liable to pay all applicable charges as per provisions of this Code for regularization of the enhanced load. The enhanced load will be considered as revised Contracted Load/ Sanctioned Load on receipt of such charges and all provisions of agreement shall be applicable to such consumers for revised Contracted Load/ Sanctioned Load.

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5.3 The Forum considered the contentions of the complainant and the contentions of Respondent and the facts, statistics, and relevant papers, which are on records, and considering them in detail, the findings are as under.

a. The complainant prayed that they do not want to continue consumption of electricity as per the contract demand of 36.6 KW under the LT connection and they do not require additional load as per the contract demand of 50 KW as proposed by the Respondent.

b. During the hearing, as per Para No.3.3, the complainant stated that they agreed to pay the difference between the contracted load of 36.6 KW and the demand of 50 KW as per the Suomotu estimate issued by the Respondent for the period of 2 years.

c. The action initiated by the Respondent to serve notices to the complainant to regularize the contract demand is also seen and by that way chance for the regularization of the contract demand was provided to the complainant. Excess demand records were intimated to the Complainant to control its contract demand or to avail the additional demand by the Respondent.

d. In such type of cases, when the complainant had consented to the payment of two year minimum charges against the Differences of the contracted demand with the contract demand worked out under Suomotu proceeding by the Respondent, it is to look into the order passed by the ombudsman in a similar type of cases. Previously, the ombudsman had observed the merits in -

(1) Case No. 46/2021 - Darshan A Shah, order dated. 13.12.2021
(2) Case No. 01/2022 - Dura Plast, order dated.16.06.2022
(3) Case No. 48/2022 - Arvindbhai B Patel, order dated 18.02.2023 and
(4) Case No. 20/2022 - Shri Gobind Nutritions Pvt Ltd, order dated 14.03.2023
(5) Case No. 04/2024 - Rajul Industries, order dtd 28.03.2024
(6) Case No. 08/2024 - Shivani Polypack, order dtd 15.04.2024

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and passed order in the respective cases. This case is having similar nature and the aforesaid direction is needed to apply here for the delivery of natural justice.

ORDER

6.0 The Forum Members present during the hearing considered contentions of both the parties and has come to the conclusion that -

6.1 The procedure for enhancing the contract demand from 36.6 KW LTMD to 50 KW and estimate issued by respondent MGVCL in accordance with clause No.4.95 of GERC Supply Code 2015 is in order in respect of complainant Shri Dipakbhai I Brahmbhatt, Moto Kumarvado, At & Post : Khambhat, Dist : Anand (For (For M No.1591, LS No.164, Village : Jalundh, Tal: Khambhat, Dist: Anand). .

6.2 In view of the complainant's request, the Respondent shall collect the minimum charges of two years for the difference between the contracted load of 36.6 KW and the average of exceeding demand and permanent disconnect power supply.

6.3 Suomotu estimate issued by respondent MGVCL for enhancement of contract demand from 36.6 KW to 50 KW shall be considered as deemed cancelled after receipt of payment of Minimum Charges for two years.

SPTrivedi.

(B J Desai)
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.

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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

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