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-II-08-2023-24
Complainant	M/s. S B Metal Industries, 738, GIDC, Makarpura, Vadodara 390010
Respondent	Shri N J Parmar, Deputy Engineer, GIDC Makarpura s/dn of MGVCL.
Date of hearing	25.07.2023 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 30.06.23 regarding Suomotu estimate for LT to HT, consumer No.14212/51099/5.

1.0 On 25.07.2023, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Reghuvendra Joshi, appeared on behalf of complainant M/s. S B Metal Industries Shri N J Parmar, Deputy Engineer, GIDC Makarpura whereas 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 bearing No. 14212/51099/5 with contract demand of 99 KW for their unit located at 738, GIDC, Makarpura, Vadodara.

2.2 The maximum demand recording during FY 2022-23 is as under:

Month	Max demand in KW	%age excess drawal
May_22	104.2	5.25%
June_22	105.2	6.26%
July_22	104.3	5.35%
Aug_22	105.3	6.36%

2.3 As shown in the above table, maximum demand was increased by more than 5% during the month from May 22 to Aug 22. Therefore, GIDC s/dn had issued 30 days' notice to regularize the additional load vide letter dated 01.10.2022.

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2.4 Since the complainant didn't respond to notice for regularizing additional load, the suomotu procedure for increase in contract demand was initiated by the respondent.

2.5 The Baroda City Circle office has issued an suomotu estimate on 18.01.2023 for increasing contract demand from 99 KW LTMD to HT amounting to Rs.9,18,183/-.

2.6 Since, Complainant did not pay estimated amount, the division office issued notice vide letter dated 20.06.2023 to pay estimated amount immediately failing which same will be debited to the LTMD connection account.

2.7 Then, complainant had approached CGRF, MGVCL Corporate office, Vadodara, vide their application dated 28.06.2023 that they have very small unit of 2000 sq ft only not enough space for setting up a transformer as well as not having financial capacity to have HT connection. In these circumstances, they requested to waive suomotu estimate of HT connection and keep them with LT existing connection.

3.0 The representative of the complainant contended that -

3.1 They are having Foundry Work at mentioned address and having some Furnace Problems which lead us to these proceeding. They have very small unit on mentioned address (2000 Sq ft. Only), so even not having enough space for setting up a transformer as well they are not that financially capable for financing the same.

3.2 They have already controlled their demand to max 92 Kw against our official demand or 99Kw

Month	Max Usage (Kw)
Oct 22	91.4
Nov 22	92
Dec 22	90.60
Jan 23	91
Feb 23	88.4
Mar 23	86.22
Apr 23	90.74
May 23	90.82

3.3 The complainant confirmed that they will not draw excess demand in future and ready to pay minimum charge for two years for which estimate was issued for LT to HT connection. They have submitted consent to pay minimum charges for 2 years on 25.07.2023.

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4.0 The respondent contended that -

4.1 In this case M/s. S.B. Metal Industries, Plot No:738, GIDC Estate, Makarpura, Vadodara, bearing consumer No. 14212/51099/5, has opted LTMD tariff. Hence they were well aware of terms and condition of tariff.

4.2 Particularly in this category of tariff consumer is allowed to connect any load in his premises but they have to maintain his contract demand with in permissible limit of his contract demanded.

4.3 Accordingly, the complainant is opted LTMD tariff and already avail the benefit of connecting more load irrespective of his contract demand, as in past the complainant is not book under additional load and served for bill under section 126 of supply code. Hence for him, it is mandatory to maintain his contract demand with in permissible limit of his contract demand as he has already avail the benefit of above tariff and benefited as above and other hand the complainant raised / denied to follow other terms and condition of same tariff.

The details history of M/s. S.B. Metal Industries, are as under.

4.4 The maximum demand of this consumer exceeded more than 5% during the financial year i.e. 2022-23 as under.

Billing Month	Maximum Demand recorded in KW	% GE Excess Drawal
May_22	104.2	5.25%
June_22	105.2	6.26%
July_22	104.3	5.35%
Aug_22	105.3	6.36%

4.5 Also, respondent had served monthly bill regularly to the complainant with actual demand regularly and same was paid by him without any protest or objection. Hence, the complainant is well aware of his billing demand which were crossed its contract demand.

4.6 However, notice had been issued by respondent for enhancement of contract demand as above but there is no response from complainant by the end of the notice period.

4.7 Therefore, respondent have initiated 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 as per Gujarat Government Gazette, Gujarat Electricity Regulatory Commission (GERC) Electricity Supply Code and Related Matters Regulations Notification No. 4 of 2015, Close No. 4.95, which is in order.

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4.8 Therefore, respondent has initiated HT suomotu procedure as per Norms and estimate for same was issued vide letter dated 08.01.2023. As the estimate issued under Suomotu procedure was not paid by the complainant, the division office has issued notice vide letter dated 12.06.2023 to complainant to pay estimate Charges of Rs.9.18,183/-.

4.9 Respondent has issued notice to complainant to pay estimate charges vide letter dated 20.06.2023. On receiving of same complainant has raised grievances and submitted his application vide letter dated 30.06.2023 for cancellation of load enhancement application under- suomotu and requested to keep them in to LT connection and ready to pay applicable Minimum charges for 2 years.

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 5% or more 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 99 KW LTMD to HT 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 25Yo 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

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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.

6.3 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.

6.3.1 The complainant prayed that he wanted to continue consumption of electricity as per the contracted demand of 99 KW under the LT connection and he doesn't require HT tariff connection as proposed by the Respondent.

6.3.2 During the hearing, as per Para No.3.1, 3.2 & 3.3, the complainant stated that they agreed to pay the demand charge for a period of 2 years, subject to the difference between the contracted load of 99 KW and the demand of HT as per the Suomotu estimate issued by the Respondent under the HT Tariff.

6.3.3 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.

6.3.4 The Maximum Demand recorded in the connection of the complainant for the year 2022-23 after Oct 22 is within the contracted demand capacity. It is also taken into consideration.

6.3.5 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

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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

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

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

7.1 The procedure for enhancing the contract demand from 99 KW LTMD to HT 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 M/s. S B Metal Industries, 738, GIDC Makarpura, Vadodara.

7.2 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 99 KW and the demand of HT and continue power supply under the 99 KW LT Connection of the complainant. If the complainant drawls demand exceed more than 5% of the contracted demand in the aforesaid LT connection, the contract demand shall be covered under clause no. 4.95 of the GERC's Electricity Supply code and related matters Regulation-2015 and regularize the contract demand of the complainant by taking the specific action immediately as per the aforesaid Provisions.

7.3 Suomotu estimate issued by respondent MGVCL for enhancement of contract demand from 99 KW to HT shall be considered as deemed cancelled on receipt of the payment for Minimum Charges of 2 years.

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(K B Dhebar)
Technical Member

SP Trivedi
(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.

<u>Procedure to make representations before Ombudsman***</u>

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

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