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-18-2023-24
Complainant	Shri Vithalbhai Ranchodbhai Patel, Shiv Shakti Engineering, On Kans, Mogri Gana Road, Mogri, Dist: Anand
Respondent	Shri Hitendra Pandya, Dy Engineer, Anand & Shri S D Patel, Dy Engineer, Karamsad s/dn both from MGVCL
Date of hearing	26.09.2023 at Corporate Office, MGVCL Vadodara

QUORUM	NAME
Chairperson	Shri S P Trivedi, Vadodara
Technical Member	Shri K B Dhebar, Chief Engineer (Proj) MGVCL Vadodara

The complaint dated 13.09.2023 (recd on 20.09.2023) regarding changing from LT to HT connection.

1.0 On 26.09.2023, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Neel Patel & Shri Jigar Shah, appeared on behalf of complainant Shri Vithalbhai Ranchodbhai Patel, Shiv Shakti Engineering, On Kans, Mogri Gana Road, Mogri, Dist: Anand whereas Shri Hitendra Pandya, Dy Engineer, Anand & Shri S D Patel, Dy Engineer, Karamsad 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 LT connection, bearing Consumer No 19304/02539/7, with Contract Demand 100 KW at Mogri.

2.2 Since, their electric connection is covered under demand based tariff, as per provisions of Clause 4.95 of GERC's Supply Code-2015, consumer is not allowed to draw power in excess of 5% of Contract, Demand, which means complainant is supposed to restrict actual demand up to 105 KW.

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However, on review of their actual demand during the FY 2022-2023, it is observed that complainant has crossed the above mentioned limit for the following times as under.

Sr No.	Billing Month	Contract Demand in KW	Actual demand in KW	%age excess drawal.
1	July 22	100	109.56	9.56
2	August 22	100	107.16	7.16
3	Sept 22	100	108.38	8.38
4	Dec 22	100	111.10	11.10

2.3 Thus, complainant has violated the above mentioned regulation of GERC. Therefore, notice is issued to regularize their Contract Demand within 30 days. They are notified vide notice dated 18.11.2022 & 20.12.2022 to get their Contract Demand regularized considering the increased in demand more than 5% during last four occasions. The complainant did not turn up to regularize his demand and suomotu proceeding was started by respondent. Accordingly, estimate dated 03.07.2023 amounting to Rs.10,23,486/- for conversion to HT connection of 121 KVA contract demand. The estimate was not paid by the complainant and it was debited in consumer energy bill. The same is yet not paid by complainant.

2.4 Aggrieved from this, complainant approached to CGRF,

3.0 The representative of the complainant contended that -

3.1 The complainant has mentioned that their actual demand was increased in the month of Jul-22, Aug-22 and Sep-22 but they have not received any notice from MGVCL during these months. They got the notice from MGVCL in the month of Nov-22 (MGVCL letter no.KSD/Billing/LTMD/6700 dtd.18-Nov-22 which was received on 25-Nov-22).

3.2 On receipt of above notice, they immediately divided their load into two shifts, but during the period of Jul-22 to the date of receipt of notice, their MD was already triggered four times above contract demand and they got the second notice No.KSD/billing/LTMD/7432 on 20-Dec-22.

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3.3 They have given assurance on stamp paper to MGVCL to control actual demand within limit and after division of their load from Dec-22, they never have crossed their contract demand. They got the notice of changing connection from LT to HT after seven months stating that they have not replied to the notice of Dec-22, while they have already give reply on stamp paper.

3.4 Secondly M/s. Smart Castings and Engg is running the factory in this premises on rent and this much huge expense of changing from LT to HT connection is financially not viable for them.

3.5 Hence, they have requested MGVCL to consider their request and do not change their connection from LT to HT. They have submitted their undertaking regarding payment of difference of minimum charges from LT to HT connection for a period of two years and shown their readiness to take HT connection if demand crosses more than 5% even a single time in future.

4.0 The respondent contended that

4.1 The maximum demand of LT connection No. 19304/02539/7, in the name of Shri Vithalbhai Ranchodbhai Patel, was increased by contract demand more than 5% and four times in FY 2022-23.

4.2 According to clause no.4.95 of GERC Supply Code 2015, the applicant was not allowed to draw power in excess of 5% of contract demand four times in Financial year,

4.3 Accordingly, notices were issued vide dated 18.11.2022 & 20.12.2022 respectively to regularize the contract demand but complainant did not apply to regular the load.

4.4 Hence, suomotu proceeding for conversion of LT to HT connection for contract demand 121 KVA started and on non-payment of estimate, estimate amounting to Rs.10,23,486/- was debited to consumer's account.

4.5 Complainant have not paid the estimate till today.

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 more than 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 100 KW LTMD to 121 KVA 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.

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 he wanted to continue consumption of electricity as per the contract demand of 100 KW under the LT connection and they do not require HT tariff connection as per the contract demand of 121 KVA as proposed by the Respondent.

b. During the hearing, as per Para No.3.5, 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 100 KW and the demand of 121 KVA as per the Suomotu estimate issued by the Respondent under the HT Tariff.

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

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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 100 KW LTMD to 121 KVA 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 Shri Vithalbhai Ranchodbhai Patel, Shiv Shakti Engineering, On Kans, Mogri Gana Road, Mogri, 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 100 KW and the demand of 121 KVA and continue power supply under the 100 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.

6.3 Suomotu estimate issued by respondent MGVCL for enhancement of contract demand from 100 KW to 121 KVA HT shall be considered as deemed cancelled after receipt of payment of Minimum Charges for two years.

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S P Trivedi

(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

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