CGRF formed under the provision of IE Act 2003, Sub Clause 42(5) as well Notifications No.2/2019 and No. 03 of 2023 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

Complaint No.	MG-II-14-2025-26
Complainant	M/s Babji Food Industries, LS. No. 23, Village: KhareOdi, Tal: Dahod, Dist: Dahod
Respondent	Executive Engineer, Madhya Gujarat Vij Company Limited (MGVCL), Dahod (O&M) Division
Date of hearing	26.08.2025 at Corporate Office, MGVCL Vadodara

QUORUM	NAME
Chairperson	Shri P C Patel, ACE (RA&C) MGVCL Vadodara
Finance Member	Shri Neeraj Jangid, I/c CFM, MGVCL Vadodara
Independent Member	Shri Sajjansinh A Padwal
Representative of Consumer	Shri K.B. Dhebar
Representative of Prosumer	Shri M.M. Piprotar

The complaint dated 5.08.2025 regarding issues of Suo-Motu LT to HT estimate.

1.0 On 26.08.2025, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Fakhruddin F. Nanamota appeared on behalf of the Complainant whereas Shri C.P. Baria, Executive Engineer Dahod (O&M) Division and Shri M.M. Chaudhary, Deputy Engineer, Dahod (Rural) Sub Division 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 M/s Babji Food Industries is having a 92 KW LTMD connection bearing Consumer No. 09902/14110/2 at LS. No. 23, Village: Kharedi, Tal: Dahod, Dist: Dahod, under MGVCL Dahod (Rural) Sub Division.

2.2 During the financial year 2023-24, on more than four (4) occasions, the Actual Demand in respect of M/s Babji Food Industries, LTMD Consumer. No. 09902/14110/2 exceeded the Contract Demand by more than five percentage (5%).

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2.3 As per Clause No 4.95 of GERC Supply Code-2015, notice was issued on 25.04.2024 by MGVCL for load regularization.

2.4 However, since consumer did not come forward for load regularization, MGVCL initiated Suo Moto Procedure for LT to HT conversion for 131 KVA New HT Demand. An estimate of Rs 11,32,327.00 was issued to the consumer on 16.08.2024.

2.5 Since the estimate was not paid by M/s Babji Food Industries, MGVCL Dahod (Rural) Sub Division has debited the amount of Rs. 11,32,327/- to the LT consumer No. 09902/14110/2.

2.6 The consumer vide letter dated 17.07.2025 to CGRF Godhra has represented that an amount of Rs. 11,29,458/- is shown as outstanding in their monthly energy bill which is the estimate amount issued by MGVCL for LT to HT conversion.

In accordance with Hon'ble GERC Notification dated 23.09.2024 a consumer can avail LT power supply for load upto 150 KVA. Accordingly, we had applied for load extension upto 149 KW and have paid the deposit charges. Presently, MGVCL has regularized our LTMD contracted load to 149 KW KW and same is mentioned in the monthly energy bills.

It is requested to remove the outstanding amount of Rs. 11,29,458/- being shown in our energy bills.

2.7 The grievance is forwarded by Deputy Engineer Dahod (Rural) Sub Division to Convener CGRF, MGVCL Corporate Office Vadodara through letter dated 2.08.2025. The grievance is received and registered on 5.08.2025 by CGRF MGVCL Corporate.

3.0 The representative of the complainant contended during the hearing that -

3.1 We have paid the charges for regularization of our load in accordance with Hon'ble GERC Notification dated 23.09.2024. Thereafter, MGVCL has regularized our load and Contracted capacity of the LTMD Conn. No. 09902/14110/2 is enhanced to 149 KW.

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3.2 We are making regular payment towards the energy bills being raised by MGVCL on monthly basis even before due date.

3.3 It is humbly requested that the outstanding amount of Rs. 11,29,458/- shown in monthly energy bills may be removed.

4.0 The respondent contended that -

4.1 During the FY 2023-24, the Contract Demand LT Consumer No. 09902/14110/2 exceeded more than five percentage (5%) on various occasions as under:

Sr No	Billing Period	Actual Demand Recorded (KW)	Contract Demand (KW)	% Excess Demand (KVA)
1	May - 23	102.1	92	10.98
2	June - 23	106.7	92	15.98
3	July - 23	109.1	92	18.59
4	Aug - 23	112.1	92	21.85
5	Sep - 23	117.4	92	27.61
6	Oct - 23	119.5	92	29.89
7	Nov 23	118.7	92	29.02
8	Dec - 23	110.4	92	20.00
9	Jan - 24	114.8	92	24.78
10	Feb - 24	101.3	92	10.11
11	Mar - 24	100.5	92	9.24

4.2 As per Clause 4.95 of GERC Supply Code-2015, 30 Days' Notice issued to the Consumer through letter dated 25.04.2025 for load regularization.

4.3 However, since consumer did not come forward for load regularization, MGVCL initiated Suo Moto Procedure for LT to HT conversion for 131 KVA New HT Demand and an estimate of Rs 11,32,327.00 was issued on 16.08.2024.

4.4 Since the estimate was not paid by M/s Babji Food Industries, MGVCL Dahod (Rural) Sub Division has debited the amount of Rs. 11,32,327/- to the LT consumer No. 09902/14110/2.

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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 During the FY 2023-24, the Contract Demand of complainant bearing LT Consumer No. 09902/14110/2 has exceeded more than five percentage (5%) on various occasions.

5.2 Since the consumer did not come forward for load regularization, Respondent MGVCL Dahod (O&M) Division initiated Suo Moto Procedure for LT to HT conversion for 131 KVA New HT Demand and an estimate of Rs 11,32,327.00 was issued on 16.08.2024.

5.3 Since the estimate for conversion of LT to 131 KVA HT conversion was not paid by the complainant, MGVCL Dahod (Rural) Sub Division has debited the amount of Rs. 11,32,327/- to the LT consumer No. 09902/14110/2 .

5.4 Consumer has applied for additional 57 KW load and MGVCL Dahod (Rural) Subdivision has enhanced the load of the LTMD consumer to 149 KW and consumer is being billed as LTMD 149 KW.

5.5 MGVCL Dahod (Rural) Subdivision has processed and approved the application for LT additional load even when the payment of outstanding amount in energy bill was pending.

5.6 In cases, when the complainant has requested to continue with existing LT power supply, 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 needs to be recovered. This is in line with the orders passed by the Ombudsman in similar type of cases of LT to HT conversion under Clause 4.95 of GERC Supply Code-2015. Previously, the ombudsman had observed the merits in the following cases

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a) Case No. 46/2021 - Darshan A Shah, order dated. 13.12.2021
b) Case No. 01/2022 - Dura Plast, order dated.16.06.2022

c) Case No. 48/2022 - Arvindbhai B Patel, order dated 18.02.2023 and

d) Case No. 20/2022 - Shri Gobind Nutritions Pvt Ltd, order dated 14.03.2023

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

5.7 During the hearing, the representative of complainant was informed that for considering the request for allowing to continue as LTMD connection, minimum charges for the period of 2 years for the additional load i.e. difference of LTMD 100 KW and HT connection for 131 KVA under Suo-motu is payable

ORDER

6.0 The Forum has come to the conclusion that

6.1 The Suo-moto estimate issued by Respondent MGVCL for conversion of LTMD 100 KW to 131 KVA HT supply is in accordance with the provisions of Clause 4.95 of GERC Supply Code-2015 and is in order.

6.2 Respondent shall recover the difference towards minimum charges of two years for the difference between the contracted load of 100 KW and the demand of 131 KVA and continue LT power supply to 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 On payment of difference towards minimum charges for the period of two years as stated above, Suomotu estimate issued by respondent MGVCL shall be considered as deemed cancelled.

6.4 With this Order, the consumer's representation / application stands disposed off.

(M M Piprotar) ***Representative of Prosumer***	***(K B Dhebar)*** ***Representative of Consumer***	***(Dr S A Padwal)*** ***Independent Member***

(N R Jangid) ***Finance Member***	***(P C Patel)*** ***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, Ground Floor & First Floor, CMIS Building Telephone Exchange, Bimanagar, Jeevandham Road, Ahmedabad 380015, 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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