

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-15-2025-26
Complainant	M/s KP Engineering Ltd. 146-147 Ekalbara Road, Dabhasa, Tal: Padra, Dist: Vadodara
Respondent	Executive Engineer, Madhya Gujarat Vij Company Limited (MGVCL), Jambuva (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 18.08.2025 regarding issues of Suo-Motu billing.

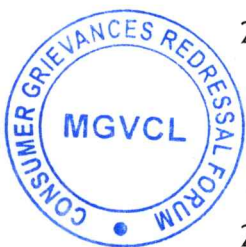
1.0 On 26.08.2025, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Firoj Dudhwala appeared on behalf of the Complainant whereas Shri V. D. Chauhan, Deputy Engineer (Tech), Jambuva (O&M) Division appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

2.0 The brief history of the case is as under -

2.1 M/s KP Engineering Ltd. is having a 150 KVA HT Connection No. 60417 at 146-147 Ekalbara Road, Dabhasa, Tal: Padra, Dist: Vadodara, under MGVCL Jambuva (O&M) Division.

2.2 During the financial year 2024-25, on more than four (4) occasions, the Actual Demand exceeded the Contract Demand by more than five percentage (5%) in respect of M/s KP Engineering Ltd., Conn. No. 60417.

2.3 As per Clause No 4.95 of GERC Supply Code-2015, notice was issued by MGVCL for load regularization. However, since consumer did not come forward for load regularization, MGVCL initiated Suo Moto Procedure for



load extension in Contract Demand from 150 KVA to 188 KVA. Estimate of Rs 2,76,586.00 for the additional 38 KVA load was given to applicant on 30.07.2025, wherein the last date of payment of estimate is 29.08.2025.

2.4 The consumer has raised grievance related to the Suo Moto estimate issued by Respondent, MGVCL Jambuva (O&M) Division, requested for cancelation of the said Suo-Motu estimate and stated that no increase in Contract Demand is required.

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

3.1 The instances of exceeding the Contract Demand more than five percentage (5%) in respect of M/s KP Engineering Ltd. During the F.Y 2024-25 was on account of testing of new machines being carried out prior to November 2024.

3.2 The Management of Company has decided to shift the new machines to another project and accordingly the testing activity has been stopped by end of November 2024. Thereafter, there are no instances of exceeding the Contract Demand beyond permissible limits.

3.3 Company is not in need of the additional load and accordingly the Forum is requested to issue directives to the Respondent MGVCL Jambuva (O&M) to withdraw the Suomotu estimate for additional demand and may be allowed to operate with existing Contract Demand of 150 KVA.

4.0 The respondent contended that -

4.1 During the FY 2024-25, the Contract Demand of HT consumer No. 60417 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	April - 24	181	150	20.67
2	June-24	205	150	36.67
3	July-24	177	150	18.00
4	Sept-24	190	150	26.67
Average		188	150	



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

4.3 Since Ms K P Engineering Ltd., HT conn. Nos. 60417 has not initiated any process for seeking additional load, Suo Moto Procedure is initiated as per Clause 4.95 of GERC Supply Code-2015 for enhancing the Contract Demand from 150 KVA to 188 KVA.

4.4 An estimate of Rs 2,76,586.00 is served on the consumer on 30.07.2025 wherein the last date of payment is 29.08.2024, however the consumer has not made payment towards estimate till date of hearing i.e. 26.08.2025.

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 has exceeded the Contract Demand more than five percentage (5%) on more than four occasions during the F.Y 2024-25 which is violation of Clause 4.95 of GERC Supply Code-2015.

5.2 Respondent MGVCL has issued Suo-Motu estimate on 30.07.2025 for 38 KVA additional load in accordance with the provision of Clause 4.95 of GERC Supply Code-2015 which is yet to be paid.

5.3 The complainant has requested the Forum for allowing to continue at existing Contract Demand of 150 KVA and to cancel the Suo-motu estimate issued by MGVCL.

5.4 In cases, when the complainant has requested to continue with existing Contract Demand, 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 -

- 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.

- 5.5 During the hearing, the representative of complainant was informed that the request for allowing to continue with the existing Contract Demand of 150 KVA can be considered if it gives a written consent to pay the minimum charges for the period of 2 years for the additional 38 KVA load. The representative of complainant requested to grant 2 days' time to convey the decision.
- 5.6 The complainant vide letter dated 28.08.2025 has informed this Forum their willingness to pay the minimum charges for the period of 2 years.

ORDER

6.0 The Forum has come to the conclusion that

- 6.1 The Suo-moto estimate issued by Respondent MGVCL is in accordance with the provisions of Clause 4.95 of GERC Supply Code-2015 and is in order.
- 6.2 The Respondent MGVCL shall convey the minimum charges payable for 2 years for the additional 38 KVA load which shall be paid by the complainant. Upon receipt of this payment, the estimate for an amount of Rs. 2,76,586/- shall be treated as cancelled and the Contract Demand of the consumer shall continue as 150 KVA.

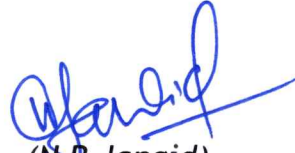


6.3 With this Order, the consumer's representation / application stands disposed off.


(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

