

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-III-09-2022-23
Complainant	M/s. Ventana Speciality Pvt Ltd., Village Ghantiyal, Tal: Savli, Dist: Vadodara
Respondent	Shri S S Gandhi, Executive Engineer, Shri M N Prajapati, D E (Tech) both from Baroda (O&M) Division & Shri A R Patel, D E (HT) Corporate Office MGVCL Vadodara.
Date of hearing	20.10.2022 at Corporate Office, MGVCL Vadodara

QUORUM	NAME
Chairperson	Shri S P Trivedi, Vadodara
Independent Member	Dr M B Kaka, Vadodara
Technical Member	Shri K B Dhebar, (RA&C) MGVCL Vadodara

The complaint dated 22.09.22 requesting to grant time limit extension for execution of line works involved & postponement of the 60 days' notice to avail the power supply.

1.0 On 20.10.2022, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Ambrish Bedade, President, M/s. Ventana Speciality P Ltd., & Shri G R Darji, representative appeared on behalf of complainant whereas Shri S S Gandhi, Executive Engineer, Shri M N Prajapati, D E (Tech) both from Baroda (O&M) Division & Shri A R Patel, D E (HT) Corporate Office MGVCL 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 had applied for 8000 KVA HT power supply on 24.06.2021 at village Ghantiyal, Tal: Savli (HTP-IV Tariff) EHT (66KV).

2.2 GETCO had submitted TFR along with estimate vide letter dtd.03.08.21 subject to catering 8000 KVA new power demand at 66KV system voltage at village Ghantiyal, Tal. Savli, Dist. Vadodara, from 220KV Chandrapura S/s by laying 3.50 Km of 66KV, 630 Sqmm, S/C (3+1) Al. Corrugated



sheathed XLPE U/G Cable line and erecting 4.00 Km of 66KV D/C Panther Tower line with S/C Stringing on Dog conductor under option-III.

2.3 Accordingly, the estimate was issued to consumer under Option-III (i.e. Consumer opted to carry out the entire work) vide MGVCCL letter dated 11.08.21.

2.4 Payment of the Estimate (under Option-III) was made by the complainant on date 02.11.21 and agreement with MGVCCL has been executed on 23.11.21.

2.5 The complainant had submitted request letter on Dtd.05.05.22 to provide them 66KV power supply from Khakhariya Substation instead of Chandrapura Substation. Consumer's request letter was sent to GETCO vide MGVCCL letter dated 09.05.22.

2.6 As the Estimate was under Option-III, the work was to be carried out by the consumer. As per GERC norms, work for availing EHT Power Supply has to be completed within 180 Days after completion of Demand notice/formalities by the applicant (i.e. within 180 Days from 23.11.21). Consumer did not complete the work within 180 Days.

2.7 Thereafter, 60 Day's notice under Clause 4.33 of Electricity Supply Code for commencement of Billing for New 8000KVA (HTP-IV Tariff) EHT Power Supply to the complainant was issued vide MGVCCL letter dated 23.05.22.

2.8 Regarding complainant's request to cater power supply from Khakhariya Substation instead of Chandrapura Substation, GETCO has submitted reply vide letter dated 02.06.22 that at the time of issuing TFR, Dog to Panther conversion work of 66KV Chandrapura-Kakhariya line under R&M was in under progress and it was not possible to cater subject power demand from Kakhariya S/s, TFR was given from 220KV Chandrapura S/s. Now R&M line work of Dog to Panther conversion was completed and it was feasible to cater subject power demand from 66KV Khakhariya S/s.



2.9 GETCO has submitted revised estimate vide letter dated 09.06.22. As per GETCO's revised estimate, the requirement of 8000 KVA new power demand at 66kV system voltage at village Ghantiyal, Tal. Savli, Dist. Vadodara can be catered from 66kV Khakhariya S/s by erecting 6.220 Km of 66kV D/C Panther Tower line with S/C Dog Conductor and partially laying of 0.780 Km 66kV 1Cx630 Sq. mm (3+1) Aluminum Corrugated UG Cable (Total = 7.00 Km) up to the switchyard of complainant under option-III.

2.10 Revised Estimate was issued to consumer vide MGVCL letter dated 23.06.22 with remark "the revised estimate is issued with keeping agreement executed on Dtd.23.11.21 and other terms & condition as it is as per prior approval on Dtd.11.08.21".

2.11 Applicant has submitted request letter on 27.06.22 to allow them a new revised format of 180 Days i.e afresh time limit of 180days.

2.12 Payment of revised estimate was made by consumer on 29.06.22.

2.13 Consumer's request Dtd.27.06.22 was regretted vide MGVCL letter dated 13.07.22 and again complainant has requested for extension of time limit for minimum billing vide letter Dtd.26.07.22.

2.14 Complainant's request for extension of time limit for minimum billing vide letter dated 26.07.22 was regretted vide MGVCL letter dated 02.08.22.

2.15 On expiry of 60 Days notice period, as the work was not completed, Minimum Billing as per Total Contract Demand of 8000KVA has been commenced from dated 23.07.22 (Consumer No.14477).

2.16 At present, dues of Rs.19,69,800/- of minimum bill is outstanding against the complainant.



3.0 The representatives of the complainant contended that -

3.1 The complainant had registered an application of 8000 KVA on 24/6/2021. In response, the respondent MGVCCL had served an estimate vide their letter dated 11/8/2021 and same was paid by them on 02.11.2021. Then power supply agreement was executed on 23.11.2021.

3.2 The power supply was to be given from 220 KV Chandrapura s/s. As per estimate, the corridor after laying 66KV UG cable shall be kept intact reserved for GETCO. No work shall be permitted by anyone along that reserved corridor. The concern field officer of GETCO shall take under taking on Rs. 300/- stamp Paper from the applicant for the same,

3.3 They had applied on date 5/5/2022 to re-examine the availability of other source of supply. It was confirmed by GETCO and other source of supply was feasible to give supply from 66 KV Khakkhria S/s and revised estimate was served on 23/6/2022 by MGVCCL and difference of initial estimate and revised estimate was paid by them.

3.4 In the revised estimate the amount of GETCO charges have been reduced in part-III from Rs. 91,58,512/- to Rs. 50,11,176/- while the security deposit was increased from Rs. 91,24,1621/- to Rs. 1,03,32,280/- with rise of FPPPA to Rs. 2.50/ KWh.

3.5 When there was more than one possibility to give power supply was available why initially it was not exercised with respect to commercial aspect, which has resulted into additional recovery of security deposit without consumption of single unit.

3.6 They have not declined to take supply but requested to reexamine the feasibility from other S/S and paid the charges hence the time limit may be considered from the completing the formalities for the revised estimate as they have requested prior to issue of 60 days notice. If they would have withdraw instead of reexamine, only



Rs.50000/- would have been borne by them as per section 7(viii) of the above said regulation.

3.7 In case of petitioner the agreement period is extended from date of release as per revised estimate instead of 23/5/2022 and there would not be loss to respondent. In fact, they are losing the interest on SD for extended period.

3.8 They came to know that there was power with Chief Engineer to extend the date of commence of supply and period of agreement by one year which disappeared in the agreement they executed on 23/11/2021.

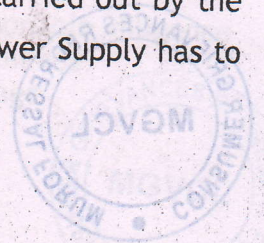
3.9 Mr. Bedade, President of the complainant represented that though line work is yet to start by them; billing on minimum charge is already commenced by the MGVCLw.e.f .23/7/2022. This resulted into unnecessary outstanding dues of MGVCL. He also stated that they ready to give land for S/s but proposal couldn't finalized.

3.10 They prayed as under:

- a. To consider the time limit for execution of work from the completion of formalities and payment of revised estimate.
- b. Postponement of the effect of 60 day notice dated 23/5/2022 served to avail the power supply.
- c. When there were more than one possibility to give power supply was available why initially it was not exercised with respect to commercial aspect, which has resulted in to additional recovery of security deposit without any previous recorded consumption, This may be suitably compensated.

4.0 The respondent contended that -

4.1 As the Estimate is under Option-III, the work is to be carried out by the consumer. As per GERC norms, work for availing EHT Power Supply has to



be completed within 180 Days after completion of Demand notice/ formalities by the applicant (i.e. within 180 Days from 23.11.21). Consumer did not complete the work within 180 Days.

4.2 Thereafter, 60 Day's notice under Clause 4.33 of Electricity Supply Code for commencement of Billing for New 8000KVA (HTP-IV Tariff) EHT Power Supply to the complainant was issued vide MGVCCL letter dated 23.05.22.

4.3 Revised Estimate was issued to consumer vide MGVCCL letter dated 23.06.22 with remark "the revised estimate is issued with keeping agreement executed on Dtd.23.11.21 and other terms & condition as it is as per prior approval on Dtd.11.08.21".

4.4 On expiry of 60 Days notice period, as the work was not completed, Minimum Billing as per Total Contract Demand of 8000KVA has been commenced from date 23.07.22 (Consumer No.14477).

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 GERC Supply Code No.4.33 para -4 is as "Provided further that if the applicant chooses to get the extension work done on his own, he shall get the work done within the time frame specified in GERC (Standard of Performance of Distribution Licensee) Regulations, 2005, as amended from time to time, failing which the licensee shall issue notice to complete work and avail power supply within 60 days from such notice, on completion of notice period, he shall be liable to pay demand charges and minimum monthly charges as applicable.

5.2 As per above clause, the billing commenced from 23.07.2022 i.e. on expiry of 60 days' notice period seems in order.

5.3 The complainant's prayer i.e. To consider the time limit for execution of work from the completion of formalities and payment of revised estimate



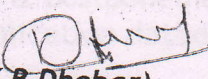
and Postponement of the effect of 60 day notice dated 23/5/2022 served to avail the power supply, is not allowed.

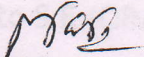
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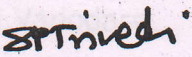
6.0 The Forum has come to the conclusion that -

6.1 The minimum charge billing on expiry of notice period in respect of complainant M/s. Ventana Speciality Pvt Ltd., Village Ghantiyal, Tal: Savli, Dist: Vadodara, is in order as per GERC Supply Code 2019, clause No.4.33.

6.2 The complainant's prayer i.e. To consider the time limit for execution of work from the completion of formalities and payment of revised estimate and Postponement of the effect of 60 day notice dated 23/5/2022 served to avail the power supply, is not allowed.


(K B Dhebar)
Technical Member


(Dr M B Kaka)
Independent 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

