

**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, 5<sup>TH</sup> FLOOR SP VIDYUT BHAVAN,**  
**RACECOURSE, VADODARA 390 007**

|                 |                                                                          |
|-----------------|--------------------------------------------------------------------------|
| Subject         | Consumer Grievances Complaint<br>No. MG-IV-36-2023-24                    |
| Complainant     | M/s. Hariom Wooden Furniture, 976/2 GIDC, Makarpura,<br>Vadodara 390 010 |
| Respondent      | H M Prajapati, Deputy Engineer, GIDC Sub Division,<br>Vadodara, MGVCL    |
| Date of hearing | 27.03.2024 at MGVCL Corporate Office, Vadodara                           |

| QUORUM           | NAME                                      |
|------------------|-------------------------------------------|
| Chairperson      | Shri S P Trivedi, Vadodara                |
| Technical Member | Shri B J Desai, ACE (RA&C) MGVCL Vadodara |

The email complaint dated 31.01.2024 which received from DE GIDC Makarpura vide email dated 07.03.2024 regarding to cancel suomotu estimate for increase in Contract Demand.

1.0 On 27.03.2024, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Farsuram Suthar, appeared on behalf of complainant Hariom Wooden Furniture, GIDC Makarpura whereas H M Prajapati, Deputy Engineer, GIDC Sub Division, Vadodara 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 Consumer has Lt connection of 23.5 KW, Consumer No. 14212516012 at Shed No. 976/2, GIDC, Makarpura, Vadodara

2.2 Consumer has drawn excess of 5% or more demand for the year 2022-23 is as under,

| Billing Month | Contact Demand<br>in KW | Actual demand<br>in KW | % Excess Drawl |
|---------------|-------------------------|------------------------|----------------|
| April'22      | 23.5                    | 68.0                   | 195.65         |
| May'22        | 23.5                    | 69.4                   | 201.74         |
| July'22       | 23.5                    | 67.5                   | 193.47         |
| Aug'22        | 23.5                    | 64.4                   | 180.00         |



2.3 MGVCL, GIDC sub division has issued notice dtd 14.06.22, 14.07.22, & 01.10.22 to complainant to restrict the actual demand.

2.4 MGVCL, GIDC sub division has issued notice on 01.10.2022 to complainant for excess drawl and to restrict the actual demand.

2.5 Complainant has not regularized the demand.

2.6 Estimate amounting to Rs.3,02,858/- for 68 KW load under suomoto procedure was issued on 20.09.2023 to the complainant.

3.0 The representative of the complainant contended that -

3.1 Their demand was increased on account of increase in work load of their factory.

3.2 They have shifted their half of the work at their other unit at Kelanpur.

3.3 As they have shifted the work now work load has decreased and they are not in need of load more than their contract load of 23.5 KW.

3.4 They have requested to cancel the suomotu Estimate for 68 KW load & assure that they will apply for additional load in future whenever require.

3.5 They have consented to pay difference of the fixed charge for 68 KW load & 23.5 KW load

4.0 The respondent contended that -

4.1 The complainant had applied for 23.5 KW load on dated 15.05.1988 for their unit located at 976/2 GIDC, Makarpura, Vadodara 390 010, bearing consumer No. 14212/51601/2.

4.2 Consumer requested to cancel an estimate for extension of load from 23.5 KW to 68 KW and Suomotu process thereof.

4.3 The complainant had crossed their demand four times i.e. (68 KW, 69.4 KW, 67.5 KW, 64.4 KW) during FY year 2022-23. Against this, GIDC sub division has issued notice on 14.06.2022, 14.07.2022, 01.10.22 & another



on same day i.e. 01.10.2022 for exceeding contract demand for restricting the demand or applied for enhancement of load.

4.4 As consumer has not turned in for any action at their end, as per clause no 4.95 of supply code 2015, GIDC Sub division office has started suomotu process and accordingly an estimate of Rs.3,02,858/- dated 20.09.2023 was issued.

4.5 Consumer has not paid estimate and hence estimate is debited in energy bill in the month of Oct-23.

4.6 The complainant had submitted a request letter not to pay an estimate and not to enhance load on dated 20.11.23 and accordingly a hearing CRC at sub-division office done on dated 22.11.2023 and at circle office on dated 20.12.2023 respectively. Consumer represented verbally and in writing as following.

4.7 The complainant had replied against CRC SDN and Circle office as following:

4.7.1 Due to more job work received during APRIL-22 to OCT-2022, maximum Demand crossed 4 times during FY-22-23.

4.7.2 Now they have shifted additional load to another factory situated at Kelanpur, Dabhoi road so they do not require additional load at present location.



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 four times during financial year 2022-23, the respondent MGVCCL 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 185 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 contract 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 25% or more than the Contracted Load/ Sanctioned Load in case of Residential Consumers and 10% 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 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 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.

- b. 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 -

- (9) Case No. 46/2021 - Darshan A Shah, order dated. 13.12.2021
- (10) Case No. 01/2022 - Dura Plast, order dated.16.06.2022
- (11) Case No. 48/2022 - Arvindhbai B Patel, order dated 18.02.2023 and
- (12) 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

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 23 KW LTMD to 68 KW 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. Hariom Wooden Furniture, 976/2 GIDC, Makarpura, Vadodara 390 010.



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 23.5 KW and the demand of 68 KW and continue power supply under the 23.5 KW LT Connection of the complainant. If the complainant draws 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 MGVCCL for enhancement of contract demand from 23.5 KW to 68 KW HT shall be considered as deemed cancelled after receipt of payment of Minimum Charges for two years.



( B J Desai )  
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