

**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-IV-32-2023-24
Complainant	M/s. Kushal Ayurvedic Pharmacy, Shed No.865 2 GIDC, Makarpura Road, Vadodara
Respondent	Shri H M Prajapati, Deputy Engineer, GIDC Makarpura s/dn of MGVCCL
Date of hearing	27.03.2024 at MGVCCL Corporate Office, Vadodara

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

The complaint dated 12.02.2024 regarding refund of Security Deposit.

1.0 On 27.03.2024, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Ashish Kishor Thakkur, Partener and Shri Atul Varma, appeared on behalf of complainant M/s. Kushal Ayurvedic Pharmacy, Shed No.865 2 GIDC, Makarpura Road, Vadodara whereas Shri H M Prajapati, Deputy Engineer, GIDC Makarpura s/dn appeared as respondent on behalf of MGVCCL before the Forum. Both the parties were heard.

2.0 The brief history of the case is as under:

2.1 The complainant M/s. Kushal Ayurvedic Pharmacy was having LTMD connection at plot no 865-2, GIDC Makarpura, Vadodara bearing consumer number 14212/57165/0.

2.2 The complainant had applied for change of name from M/s. Sigmafex Eng P Ltd., to M/s. Kushal Ayurvedic Pharmacy on 05.08.2023 and paid FQ for change of name on dated 06.09.2023 and submitted agreement form on dated 08.09.2023 and accordingly connection name have been changed on dated 08.09.2023.

2.3 After completion for change of name procedure, consumer had requested to PDC connection on 11.09.2023 & thereafter, applied for 10 KW new temp



connection for constriction purpose in the name of M/s. Kushal Ayurvedic Pharmacy in the same premises.

2.4 Complainant had raised grievances against CGRF regarding the recovery of minimum charges of Rs.50,760/- considering the period of name change to permanent disconnection of supply (8.9.2023 to 15.9.2023). The New temporary connection No.14200/ 00840/8 was released on dated 15.09.2023.

2.5 Consumer No.14212/57165/0 was made PDC on dated 15.09.2023 as per complainant's request and complainant had given application for refund of security deposit amounting to Rs.54,248/- on dated 11.10.2023.

3.0 The representative of the complainant contended that -

3.1 The complainant M/s. Kushal Ayurvedic Pharmacy was having LTMD connection at plot no 865-2, GIDC Makarpura, Vadodara bearing consumer number 14212/57165/0 and has grievance regarding the refund of lesser amount of security deposit.

3.2 The complainant had applied for change of name from M/s. Sigmafex Eng. Pvt Ltd to M/s Kushal Ayurvedic Pharmacy on 05.08.2023 vide M R No.0295008 at the office of GIDC Sub Division Makarpura, Vadodara.

3.3 They had paid the security deposit amounting to Rs. 54248/- vide M R No. 0347502 dated 06.09.2023 and paid Rs. 300/- as an agreement fee vide M R No. 0347503 dated 06.09.2023 and executed the agreement. The said connection was released before 30 years approximately.



3.4 Thereafter, they had applied for the 10 KW Temporary connection in the said premise for the construction purpose, hence they requested to make permanent Disconnection of the exiting connection bearing consumer number 14212/57165/0 of 21 KW.

3.5 They paid the security deposit of Rs. 53950/-vide M R No.SSSO426630 dated 14.09.2023 for new temporary connection. The new temporary connection was

released on 16.09.2023 and the above mentioned LTMD connection consumer number 14212/57165/0 was permanently disconnected.

3.6 They had applied for the refund of the Security Deposit on 11.10.2023 which they have received only Rs.3498/-. They were surprised to hear from the authority that minimum charges for the period of two years are deducted from the Security Deposit.

3.7 They have referred MGVCCL Technical Circular No.57 regarding procedure for change of name. They have pointed out Annexure -V, clause No.i ***“(I/We) hereby agree to complete the minimum time period for the agreement executed by Shri / M/s. _____.”***

3.8 They requested Forum that this is not a new connection hence the minimum charges for the period of two years cannot be deducted from the Security Deposit & to refund the balance amount without further delay.

4.0 The respondent contended that -

4.1 The complainant had applied for change of name from M/s. Sigmaxflex Eng P Ltd., to M/s. Kushal Ayurvedic Pharmacy on 05.08.2023 and paid FQ for change of name on dated 06.09.2023 and submitted agreement form on dated on 08.09.2023 and accordingly connection name have been changed on dated 08.09.2023.

4.2 After completion of change of name procedure, complainant had requested to PDC connection No.14212/57165/0 on dated 11.09.2023 and thereafter applied for 10 KW new temporary connection for construction purpose in the name of M/s. Kushal Ayurvedic Pharmacy in same premises. The New temporary connection No.14200/ 00840/8 was released on dated 15.09.2023.



4.3 Consumer No.14212/57165/0 was made PDC on dated 15.09.2023 and complainant had given application for refund of security deposit amounting to Rs.54,248/- on dated 11.10.2023. As per supply code para No.4.102, if any Consumer terminates his Agreement within period of 2

years of the commencement of new or additional supply (or where no formal Agreement is tendered, if the Supply is not utilized for the period of 2 years which would have been applicable if an Agreement has been tendered), he shall be liable to pay the minimum charges for each month short of the period of 2 years specified in the Agreement or the stipulated period of 2 years in absence of any formal Agreement. Reduction of load to the tune of 10% of the sanctioned load specified in the agreement (formal or informal) should be allowed after 1(One) year after the date of the agreement without recovering minimum charge for such reduced load for the period short of the period of 2 years” hence Rs.50,760/- for minimum charge for two year was deducted from consumer deposit, calculation is given below.

- Contract load=27.5kw, 85% of 27.5 KW = 23.375 = 23.5 KW
- Minimum Charge per month = 23.5 KW * 90 = 2115/ pm.



Calculation of Minimum Charges (Agreement executed on 09.09.2023)				
Sr No.	Period	No of months	Fixed Charges per month	Total Minimum charges
1	Sept 23 to Aug 25	24	Rs.2115/-	Rs.50760/-

Deposit paid Rs. 54248/-

Amount Refunded = Rs.54,248 - Rs.50,760 = Rs. 3,488/-

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 had applied for change of name from M/s. Sigmafex Eng P Ltd., to M/s. Kushal Ayurvedic Pharmacy on 05.08.2023 and paid FQ for change of name on dated 06.09.2023 and executed afresh agreement form on dated on 08.09.2023 and accordingly connection name have been changed on dated 08.09.2023. After completion of change of name procedure, complainant had requested to PDC connection on dated 11.09.2023 which was made PDC on dated 15.09.2023.

5.2 The complainant had given application for refund of security deposit amounting to Rs.54,248/- on dated 11.10.2023.

5.3 After deducting minimum charges for the period of two years, balanced Security Deposit was refunded by the respondent.

5.4 As per supply code para No.4.102, if any Consumer terminates his Agreement within period of 2 years of the commencement of new or additional supply (or where no formal Agreement is tendered, if the Supply is not utilized for the period of 2 years which would have been applicable if an Agreement has been tendered), he shall be liable to pay the minimum charges for each month short of the period of 2 years specified in the Agreement or the stipulated period of 2 years in absence of any formal Agreement.

ORDER

6.0 The Forum has come to the conclusion that -

6.1 After deducting minimum charges for the period two years, balanced Security Deposit was refunded by the respondent to complainant M/s. Kushal Ayurvedic Pharmacy, Shed No.865 2 GIDC, Makarpura Road, Vadodara, is in order.

6.2 The request of complainant not to deduct minimum charges for the agreement period of two years cannot be considered.


(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

