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-34-2023-24
Complainant	Shri Chimanbhai Karamshibhai Patel, Madhuban Park, Manjipura Road, Near India Timber, Village : Kamla (Part) , Tal: Nadiad, Dist: Kheda
Respondent	K M Shah, Executive Engineer, Nadiad City Division, MGVCL, Nadiad
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 complaint dated NIL received on 14.02.2024 regarding to cancel suomotu estimate issued for LT to HT.

1.0 On 27.03.2024, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein complainant Shri Chimanbhai Karamshibhai Patel appeared whereas Shri K M Shah, Executive Engineer, Nadiad City 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 For the year 2018-19, consumer's maximum demand had increased more than 4 times above 5% of the contract demand, in line with GERC supply code, clause No.4.95, Government audit para vide letter dated ES-1/part No.VII/PoM-13/ dated 02.05.18 raised for suomotu increase in contract demand.

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2.2 As per Audit para dtd 02.05.2018 consumer has to pay SD of Rs.391494/- and prorate charges Rs.142025/- for enhancement in contract demand.

2.3 Consumer has paid SD of Rs.391494/- and prorate charges of Rs.142024/- as per audit para dated 2.5.18.

2.4 For the period Oct 2018 to Jan- 2019, consumer was billed as per HT tariff and consumer has paid differential amount of Rs.70699/- on 04.05.2019.

2.5 Nadiad Circle office has issued suomotu estimate to consumer on 31.1.2024.

2.6 Consumer has paid suomotu estimate on 16.2.2024.

3.0 The representative of the complainant contended that -

3.1 The complainant is having LTMD electric connection having load of 92 KW, consumer No.01432/01875/2 at village Manjipura, Tal: Naidad, Dist: Kheda.

3.2 They are regular consumer of MGVCL and paid all bills in time.

3.3 Their industry is Agro-base and manufacturing bio-coal.

3.4 They have received additional estimate amounting to Rs.5,87,228/- on dated 31.01.2024 for increased in Contract Demand for more than 5% of the Contract Demand.

3.5 They have submitted that on account of rain, their raw material was wet and for that load increased.

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3.6 They have serviced their electric motor and due to technical reasons, for high used of load and now they have maintained their load within permissible limit of 92 KW load.

3.7 They have assured that they will keep their 92 KW demand and due to any of the reason, demand is increased then MGVCKL may take action as per norms. They are ready to give an undertaking for the same.

3.8 They have requested Forum to cancel additional estimate.

3.9 They had submitted written consent to pay difference of Minimum charges for 92 KW LT load & 125 KVA HT Load for the period of 2 years during CGRF hearing.

4.0 The respondent contended that

4.1 For the year 2018-19, consumer's maximum demand had increased more than 4 times above 5% of the contract demand, in line with GERC supply code, clause No.4.95, Government audit para vide letter dated ES-1/part No.VII/PoM-13/ dated 02.05.18 raised for suomotu increase in contract demand.

4.2 As per Audit para dtd 02.05.2018, consumer had paid SD of Rs.391494/- and prorate charges Rs.142025/- for enhancement in contract demand.

4.3 For the period Oct 2018 to Jan- 2019, consumer was billed as per HT tariff and consumer has paid differential amount of Rs.70699/- on 04.05.2019.

4.4 MGVCL Nadiad Circle office has issued suomotu estimate to consumer on 31.1.2024 which was paid by the respondent on 16/02/2024.

4.5 The Maximum demand of the consumer was not increased than contract demand from June-23 to October-23.

4.6 Due to increase of Maximum demand in the month of October-2018 to January-2019, the customer was billed as per HT and the bill as per LT has also been credited to their account. Also according to HT billing, the difference amount Rs. 70699 was paid by the customer through Receipt No. 830491 on 04.05.2019

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4.7 The consumer paid Rs.4,86,500/- & Rs.2,00,000/- on 29/6/2019 vide online. Nadiad Rural Sub-Divisional Office vide letter No.3968/26.07.19 informed to Nadiad Divisional Office and recommended for suomotu But the divisional office has not changed the connection from LT to HT due to some reason and the said amount was deposited in the electricity bill as per the customer's ledger. As the audit report was not completed, Rs. 533519/- has been debited on 27/10/2023 which was paid by the customer on 11.12.2023.

4.8 As per government audit of year 2018, Security Deposit Rs. 391494/-and pro rata charge of Rs. 142025/-, Total Rs. 533519/- is debited as recoverable due to LT to HT connection. Also, Rs.1,87,229 and Rs.3,99,999/- has been paid on 16.02.24 by the consumer against suomoto estimate.

4.9 Rs.70699/- had been paid towards the difference amount of LT to HT bill for October-2018 to January-2019 whereas according to the government audit, only the security deposit and pro rata charges totaling Rs.533519/- have been paid. Both are different charges.

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 2018-19 the respondent MGVCL 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 92 KW LTMD to 125 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 contact 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 l0%o 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 complainant prayed that he wanted to continue consumption of electricity as per the contract demand of 92 KW under the LT connection and they do not require HT tariff connection as per the contract demand of 125 KVA as proposed by the Respondent.

b. During the hearing, as per Para No.3.9, the complainant stated that they agreed to pay the demand charge for a period of 2 years, subject to the difference between the contracted load of 100 KW and the demand of 125 KVA as per the Suomotu estimate issued by the Respondent under the HT Tariff.

c. 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.

d. 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 -

(5) Case No. 46/2021 - Darshan A Shah, order dated. 13.12.2021
(6) Case No. 01/2022 - Dura Plast, order dated.16.06.2022
(7) Case No. 48/2022 - Arvindbhai B Patel, order dated 18.02.2023 and
(8) 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 92 KW LTMD to 125 KVA HT 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 Shri Chimanbhai Karamshibhai Patel, Madhuban, Manjipura Road, Near India Timber, Village : Kamla (Part) , Tal: Nadiad, Dist: Kheda.

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 92 KW and the demand of 125 KVA and continue power supply under the 100 KW LT Connection of 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.

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6.3 Suomotu estimate issued by respondent MGVCL for enhancement of contract demand from 92 KW to 125 KVA HT shall be considered as deemed cancelled after receipt of payment of Minimum Charges for two years agreement period applicable from issue of estimate. The estimate amount already paid against suomoto estimate may be adjusted against minimum charges observing necessary formalities.

sptrived.

(B J Desai)
Technical Member

(S P Trivedi)
Chairperson

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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