

BEFORE THE CONSUMER GRIEVANCES REDRESSAL FORUM
MADHYA GUJARAT VIJ CO LIMITED
CORPORATE OFFICE, 2ND FLOOR SP VIDYUT BHAVAN,
RACECOURSE, VADODARA 390 007

Subject	Consumer Grievances Complaint No.MG-IV-74-2010.11
Complainant	Shri Jagdish Visave, Liaison officer – M/s. Taral Beverages Pvt Ltd.,
Respondent	Shri H B Patel I/c EE Jambuva & AJ Varma DE Padra both of MGVCL
Date of hearing	27.05.2011

QUORUM	NAME
Chairman	Shri K M Dave, MGVCL
Member	Shri K R Shah, MGVCL
Independent Member	Shri M J Vaidya, Vadodara

The complaint dated 22.03.11 is directed against the refund for estimate amount, GETCO charges and Security Deposit.

Today on 27.05.11, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Jagdish Visave, Liaison officer, appeared on behalf of M/s. Taral Beverages Pvt Ltd., whereas Shri H B Patel I/c EE and Shri AJ Varma DE appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

The brief details of the case are:

1. M/s. Taral Beverages at Samiyala, Padra, entered into agreement with MGVCL on 17.7.2010 with 160 KVA Contract Demand.
2. They had already LT connection of 68 KW with consumer No.02650/02114/4.
3. MGVCL had issued release order on 29.9.10 asking for test report to be submitted to MGVCL.
4. M/s. Taral Beverages wrote to MGVCL on 15.11.2010 for cancellation of new demand of 160 KVA and asked for refund of the estimate amount, GETCO charges and Security Deposit.
5. MGVCL issued bill from 29.11.10 after completion of two months' notice period.
6. The complainant again wrote to MGVCL on 06.01.11 that they did not need HT power supply due to cancellation of project and MGVCL cannot charge for LT as well as HT power supply. They also reminded for refund.

The representative of the complainant Shri Jagdish Visave contended that MGVCL had not completed their works. In the meantime, their company M/s. Taral Beverages had cancelled their new requirement of 160 KVA HT power supply as they had to cancel the project. MGVCL should refund all money paid by their company with interest.

The Respondent Shri H B Patel I/c EE and Shri A J Varma DE both of MGVCL contended that after completion of work, MGVCL had issued letter to the complainant on 29.9.10 about the release of power of 160 KVA HT. MGVCL had also informed on 20.11.2010 that as per contract terms licensee shall start billing after two months' notice period i.e. from 29.11.2010. MGVCL had also written to the complainant on 4.10.2010 to submit test report for installation clearance, list of machineries with load, test report fees, NOC from GPCB etc lighting meters were required to be provided by the complainant. As the complainant did not fulfill this, MGVCL could not release the connection.

The Forum Members present at the hearing considered contention of both the parties and perused the records.

1. The complainant has paid Security Deposit of Rs.4,35,800/
2. The complainant has paid Rs.108690/- vide MR No.8315 dated 02.06.2010.
3. As per agreement, from 29.11.10 to 28.11.12, the difference of minimum charges comes to Rs.217986.68 which becomes payable by the complainant. This can be recoverable from estimate charges plus Security Deposit amount
4. Estimate related expenses which are also recoverable can be known only while preparing final bill.
5. MGVCL had completed work on 20.9.2010 and the Release Order issued on 29.9.2010. M/s. Taral Beverages Pvt Ltd., had intimated on 15.11.2010 regarding cancellation of application for 160 KVA HT power supply.

In view of the above discussion, the Forum is of the opinion that after completion of work and issue of Release Order, cancellation of application will attract the estimate related expenses and minimum charges for two years from the date of expiry of two months' notice i.e. 29.11.2010 to 28.11.2012. As per terms of the agreement between MGVCL and M/s Taral Beverages, there can be recoverable from their paid amount against estimate including Security Deposit. They should not have entered into agreement with MGVCL unless they had finalised the project contract.

ORDER

The Forum directs the Madhya Gujarat Vij Co Limited to recover full amount of minimum charges for two years from 29.11.2010 to 28.11.2012 Plus estimate related expenses from the amount paid by M/s. Taral Beverages against estimate including Security Deposit and balance amount to be refunded to M/s. Taral Beverages after finalizing the HT final bill immediately.

(K R Shah)
Member

(M J Vaidya)
Independent Member

(K M Dave)
Chairman

PS :

If the complainant is not satisfied with the order of this Forum, the complainant may approach the Ombudsman, Gujarat Electricity Regulatory Commission, 1st floor, Neptune Tower, OPP: Nehru Bridge, Ashram Road, Ahmedabad 380 009 in accordance with Chapter-5, Clause No.13 of GERC Notification No.4 of 2005.

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

*** <http://www.gercin.org/docs/Cosumer%20Grievances/Procedure/Procedure.pdf>