

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

Subject	Consumer Grievances Complaint No.MG-II-35-09.10
Complainant	Yogi Mahila Kendra, Haridham, Sokhada Vadodara, con No.02102/02003/7
Respondent	Shri N V Vaidya, EE Vadodara (Rural) and Shri V S Chavda, DE Chhani S/dn of MGVCL.
Date of hearing	26/10/2009

QUORUM	NAME
Chairman	Shri S A Pota, MGVCL
Member	Shri K R Shah, MGVCL
Independent Member	Dr R C Desai, Vadodara
Convener	Shri P L Mistry, MGVCL

This complaint dated 27.8.2008 is directed against the alleged non-action for augmentation of electrical installation inspite of payment of Rs.84964/- on 6.7.2006 vide MR No.CK-973459.

Today on 26.10.09, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Sadhu Gyanswaroop, appeared on behalf of Yogi Mahila Kendra, whereas Shri N V Vaidya, EE and Shri V S Chavda DE appeared as respondents on behalf of MGVCL before the Forum. Both the parties were heard.

The facts of the case are as follows. The well known Hari Ashram Sokhada having several connections under various constituents- Hari Ashram, Yogi Mahila Kendra, Yogi Divine society etc since eighties. They had then paid Security Deposit while availing various connections. However, Contract Demand was increased from time to time and as such, the MGVCL as per latest rules in force sought additional Security Deposit of Rs.84964/- in 2006 and was paid by the complainant Yogi Mahila Kendra on 6.7.2006 vide MR No.CK-973459. The complainant felt that this amount was collected by MGVCL towards augmentation of electrical system including enhancing capacity of transformer. They have, therefore, complained that inspite of paying the aforesaid amount, the transformer capacity is not yet raised. Being aggrieved by lack of response from MGVCL, they have approached this Forum by a letter dated 27.8.09.

The representative of the complainant contended that they are having a Contract Demand of [90 + 90] KVA under LFD-III category whereas the

capacity of transformer from which this load is supplied is of 200 KVA. Actual load connected is like to increase and so the transformer capacity is required to be raised.

But inspite of repeated requests and reminders, the transformer capacity is not yet raised after the payment of Rs.84964/-. They have installed many Geysers and Air-conditioners later but they have to restrict their usage under the fear that if these appliances are used, the load may exceed beyond transformer capacity and it may burst causing loss to property and life and also suffering of inmates due to disruption of electric supply. Therefore, they sought remedy to this inconvenient situation.

The Respondent Shri N V Vaidya EE of MGVCL contended that the amount of Rs.84964/- sought by MGVCL and paid by the complainant is towards the additional Security Deposit due to enhancement of Contract Demand from time to time in the past. It is not at all collected for augmentation of electrical system. The total Contract Demand of [90 + 90] KVA does not exceed 200 KVA capacity of transformer. Therefore, the transformer is of appropriate capacity and does not need replacement.

However, during load survey to be conducted afresh, if they find that the actual connected load due to recently installed appliances, if any, the actual connected load exceeds the contract load of [90 + 90] KVA then they would proceed complete necessary formalities of enhancing Contract Demand beyond [90 + 90] KVA and if necessary transformer capacity may be enhanced.

The Forum Members present at the hearing considered contention of both the parties and perused the records. They felt that the Security Deposit amount collected is in order as per rules in force and is misconceived by the complainant as the charges towards augmentation of electrical system. It is the responsibility of MGVCL to raise the transformer capacity but they did not find it necessary because the Contract Demand of [90 + 90] KVA is well within the 200 KVA capacity of transformer but in view of the submission of complainant that actual connected load could have increased beyond the Contract Demand, a fresh load survey may be undertaken with the consent of complainant to ensure that the connected load is within the Contract Demand. If not, the Contract Demand would have to be enhanced after completion of official formalities.

In view of the above discussion, the Forum is of the opinion that the amount of Rs.84964/- collected towards additional Security Deposit by MGVCL is in order. The transformer capacity of 200 KVA is sufficient to

cater to the Contract Demand of [90 + 90] KVA. However, if the complainant's surmise that the connected load could be more than the Contract Demand, a fresh load survey be undertaken with the consent of complainant. In case, the actual connected load far exceeds the Contract Demand of [90+90] KVA as well as 200 KVA capacity of transformer, necessary formalities will have to be completed to enhance Contract Demand and transformer capacity.

ORDER

The Forum opines that Rs.84964/- collected by MGVCL from the complainant as Security Deposit is in order. The forum further opines that 200 KVA capacity of transformer is sufficient to cater to the contract load of [90+90] KVA. Still, however, if the complainant fears that the total actual connected load exceeds the contract load of [90+90] KVA as well as 200 KVA capacity of transformer, a fresh load survey be conducted by MGVCL with the consent of the complainant for further needful in the matter as discussed above.

(K R Shah)
Member

(Dr R C Desai)
Independent Member

(S A Pota)
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