

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-III-56-2010.11
Complainant	Shri Virendra H Bhatt, Vadodara.
Respondent	Shri B S Prajapati, DE Dandia Bazar of MGVCL
Date of hearing	24.12.2010

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

The complaint dated 29.11.2010 to Section Officer U&P Department, Gandhinagar and received by Consumer Grievances Redressal Forum on 18.12.2010 is against the wrongly levy of charges of the burnt meter and improper policy of charging additional Security Deposit for additional load.

Today on 24.10.2010, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Virendra H Bhatt, appeared himself, whereas Shri B S Prajapati, DE Dandia Bazar appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

The brief details of the case are:

1. The consumer No.16135/01866/3 of Shri V H Bhatt & Company was charged Rs.978/- against replacement of current coil and terminal block as per the lab statement No.2373 dated 02.12.08 on the basis of MGVCL Circular No.4187 dated 14.07.05
2. MGVCL had asked for payment of additional Security Deposit for additional load by calculating the current Security Deposit for total load demand minus the old Security Deposit already with MGVCL
3. The complainant had approached to various authorities of MGVCL, Ombudsman of GERC Ahmedabad, GSECL Vadodara, Hon'ble Chief Minister of GoG etc

The complainant Shri V H Bhatt contended that:

- 1.0 MGVCL installs meter to know and charge the energy consumed. Everything including quality, location of meter, etc is decided by the MGVCL. Monthly charges for the meter are recovered from the consumer. Hence Rs.978/- recovered by MGVCL as burnt meter charges from the complainant is improper and should be refunded. MGVCL did not inform to complainant about the burnt meter nor allowed to witness the test in lab.

- 2.0 The payment asked by MGVCL against the Security Deposit for additional load is improper. It should be the difference of Security Deposit to be paid against new load minus the Security Deposit to be paid against the existing load.

The Respondent Shri B S Prajapati, contended that Rs.978/- has been deducted from the advance usually paid by the complainant purely on the basis of lab report No.2373 dated 02.12.2008. He also informed the Forum that the payment of Security Deposit for additional load was explained to the complainant as per the prevailing guidelines, notification and directives of GERC.

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

1. MGVCL circular No.4187 dated 14.7.05 mentions that **“no burnt meter charges be recovered from the consumers for meters more than five years old. The meter charge may be recovered if the meter which are less than 5 years old as per lab record and in case of repeated incidence of burning of meter. During the lab inspection of such replaced meters, tampering in the meter, burning C, CC terminal block etc are observed and the burnt meter charges are recovered from the consumer”**.
2. In this case, there no tampering is found in the meter,
3. It's a matter of fact that five meters at a time were found burnt from the same location and as per information gathered, there is a water sump near the installation of these five meters. The water sump had over flowed and all five meters got burnt. After knowing this, MGVCL has changed the location of these meters to avoid the recurrence.

In view of the above discussion, the Forum is of the opinion that the supplementary bill issued to the complainant against burnt meter charges is not justifiable as the meters are not found tampered, not damaged as a result of malafide intention and there was no repeated incidence of burning of meter. The cause of the damage is beyond their control and that is why location of meters is changed by MGVCL. The Security Deposit amount to be paid for sanction of additional load as explained by the concerned officer is found in order as per Security Deposit rules of GERC notification.

ORDER

The Forum directs the Madhya Gujarat Vij Co Limited to refund the full amount of supplementary bill of Rs.978/- to the complainant. M/s. V H Bhatt & Co and also refund the amount of supplementary bills to other consumers whose meters were burnt simultaneously for the same reason of the water sump flow. The Security Deposit amount to be paid for sanction of additional load as explained to the complainant by MGVL is found in order as per Security Deposit rules of GERC notification.

(K R Shah)
Member

(M J Vaidya)
Independent Member

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>