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-II-41-2014.15
Complainant	Shri Nitinbhai P.Patel C/O Innovative Engineers at 397 GIDC Estate, Por Ramangamdi, Dist : Vadodara
Respondent	Shri N.A.Shah, Deputy Engineer, Jambuva Sub D/n. MGVCL
Date of hearing	01.08.2014 at Vadodara

QUORUM	NAME
Chairperson	Shri P J Patel, Gandhinagar
Independent Member	Harsha S Chauhan, Vadodara
Technical Member	Medha M Marathe, MGVCL

The complaint dated 08.07.2014, received on 15.07.2014 regarding wrong billing/harassment due to department mistake- Cons.no.02312/01348/7

On dated 01.08.2014, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein Shri Nitinbhai P. Patel appeared as partner of M/s. Innovative Engineers whereas Shri N.A.Shah Deputy Engineer of Jambuva S/dn appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

M/s. Innovative Engineers have represented that they are mentally tortured due to series of mistakes of MGVCL for which they have to visit MGVCL office frequently thereby wastage of time and energy. Brief details of their complaints are as under:

Case I:

1. An adjustment amount Rs.95003.58 was given in the bill of May 2014 with the description of previous unpaid amount of Rs.94478.35. June 2014 bill issued for Rs.127588.79 which was more than four times their normal bills.

2. In view of above abnormal bill amount, they were compelled to approach s/dn office and requested not to disconnect their power supply till

matter is resolved. A letter dated 26.05.2014 addressed to Executive Engineer (O&M) MGVCL Jambuva, Vadodara was given in this regard.

3. MGVCL had replied vide letter No.JMB/SD/Billing/1123 dated 11.06.2014 with statement of calculation & requested to pay the bill immediately.

4. M/s. Innovative Engineers had replied vide their letter dated 14.06.2014 that there are mistakes of giving credit to them and wrong calculations for the period of 25.07.12 to 08.09.12 (45 days), so requested to correct it.

   i. Bill issued for the month of Aug 2012, meter status shown faulty. Amount of bill Rs.34463.94 for 4960 units of active part and ZERO unit of reactive part. It was paid.

   ii. Bill of Sept 2012 with meter status faulty. Bill amount Rs.34322.34 for 4960 units of active part and 532 units of reactive part. Faulty meter was replaced on 08.09.2012. It was paid.

   iii. Bill of Oct 2012 was Rs.1,19,694.48. It includes previous unpaid amount of Rs.88466.62 and monthly bill of Rs.31227.75 for 4401 units of active part and 2010 units of reactive part. Upon complaint for wrong billing at that time MGVCL had corrected and revised to Rs.31423/-. It was paid.

   iv. Bill of Nov 2012 was issued including unpaid amount of Rs.88466/- for Rs.1,98,803.58. The bill amount calculated with 4337 units of active part & 2320 units for reactive part with current bill of Rs.30383/-. They have paid Rs.30383/- as it was current month bill.

   v. Thenafter, till March 2013, credit of Rs.88796/ was shown in the bills. Though the credited amount was there, they were paying their regular bills and every time visited MGVCL office for wrong credit given to them but the employee of MGVCL office told to utilize it so they had not paid bills for the month of March 2013 and April 2013.

   vi. In the month of May 2014, they were forced to pay the bill amount which was huge. As such, huge amount, they could not pay & asked for twelve installments vide their letter dated 14.06.2014. But the same were not granted and their connection was disconnected on

16.06.2014 at 17=00 hours. They have paid Rs.94479/ on 17.06.2014 for reconnection but they suffered production loss and credential loss.

vii. While calculating bills for the period of 25.07.2012 to 08.09.2012, only reactive part is considered on an average billing but not considered active part in same way. MGVCL has charged extra for 3149 active units, approximately Rs.22000/-.

viii. They requested the Forum to give credit of 3149 units in their account and grant installments for the balance unpaid amount.

Case:II

5. Earlier their power supply was under LTP-II category, then after they opted LTP-III tariff. They were forced to purchase their own meter.

6. Later-on, MGVCL had replaced said meter by their own meter and returned the replaced meter to them. Now, MGVCL is charging for meter rent and M/s. Innovative Engineers have no use of their old meter which is in working condition.

Case-III

7. In the bill of Aug'13, they have debited Rs.13217.75. Once again, they were forced to visit MGVCL subdivision office and found that it was wrongly debited. Then after complainant has to visit MGVCL office frequently i.e. from Aug'13 to Nov'13 every month for getting the bill corrected. At last complainant got credit in the bill of Nov'13 after repeated reminders. This is harassment to the innocent consumers for no fault on their part.

The complainant contended that on billing dtd.23.08.2012, his meter was found faulty and bill was issued for average units of 4960 as active part and ZERO unit as reactive part. Total bill amount Rs.34463.93 was paid by them. Meter was replaced on 08.09.2012. He repeated the details given in his complain as above and requested to give installment for the amount due on account of fault of MGVCL though he had constant follow up to rectify the bill mistake. They suffered production loss and credit loss due to disconnection for no fault on their part. He stressed to consider same method of calculation for active unit as done in case of reactive units and as per his calculation requested to give credit of 3149 units. He also inquired for forcing him to purchase his own meter and subsequently replaced by MGVCL's meter thereby extra cost for meter and now no use of that meter. Also, he has to pay regular meter rent and requested to stop meter rent of Rs.2700/ being charged. He also aggravated for the working of MGVCL staff and billing irregularity for which innocent consumers have to suffer.

The respondent contended that meter was found faulty as display was missing while reading on 23-08-2014 and the bill was issued with 'F' status. Later, it was replaced on 08.09.2012. Applicable tariff is LTMD monthly billing. Following readings were observed and billed during various billing cycles:

Sr. No.	Date	Active KWH Reading	Reactive KVARH Reading	KWH Billed	KVARH Billed
1	25-07-2012	239135	183715	5010	3970
2	23-08-2012 Meter replaced on 8.9.12	239135 123841	183715 66434	4960(Avg)	0
3	26-09-2012	125049	66966	4960(Avg)	883251
4	23-10-2012	129450	68976	4980	185725

In December 2013, auditor has raised audit para for not considering reactive units (KVARH) average reading along with active units (KWH) average. Only average active units billed during meter faulty period so asked to revise the bills. The auditor has calculated for KVARH reading considering the succeeding period of 108 days after meter replacement and identified that average KVARH bill is to be calculated for 45 days period (faulty days period from 25-7-2012 to 08-09-2012 = 6+31+8=45). This is not in line with the average calculated for KWH reading for the faulty period. In fact as per GERC Supply Code clause no.6.1.11 average units are to be considered for the preceding period. As per audit para raised in Dec-2013, MGVCL has informed to the party through letter dated 27.05.2014 to pay Rs.92468.58+2835 (meter charges) total amounting Rs.95003.58 for Aug 12 to Oct'12. But as complainant did not turn up for payment, MGVCL has disconnected the power supply on dtd.16.06.2014.

For the grievances case 2, the initial billing was in LTP-I and not LTP-II as stated in the complaint. Under LTP-I tariff, load was 75 HP so 200/5 Amp capacity meter was provided. The complainant had opted for LTP-III tariff and load reduced to 40 KW for which 100/5 Amp capacity meter required and same was purchased by the consumer. As consumer had asked additional load in the year 2008, adequate capacity static meter was replaced by MGVCL with their own meter. Meter is required to be replaced as per the slab of load demanded so the action of MGVCL is in order.

Respondent further contended that in the month of Aug-13, Rs.13217.75 were wrongly debited in their account which were credited in the month of Nov-13.

The Forum Members present at the hearing considered contention of both the parties and perused the records and observed that for -

Case I MGVCL has given wrong credit to the complainant of Rs.92468.58. The corrections may be considered as under:

For meter faulty period, average units calculation should be as per Supply Code, clause No.6.1.11 i.e. based on the figures for the preceding three billing cycles.

Average KWH = 4960 units calculated by computer programme.
Meter replacement date 08-09-2012.

For bill dated 23-08-2012 average KWH for period 25-7-12 to 23-8-12 is considered.

For bill date 26-9-12 pro-rata average considered for period 23.8.12 to 8.9.12 and recorded KWH units for period 8.9.12 to 26.9.12.

Similarly, the average KVARH as per preceding recorded units are 5192. Accordingly, the KVARH units for period 25-7-12 to 8-9-12 (45 days) worked out to 7788 units instead of 3084 units as calculated by auditor so total credit of 1686 KWH units is to be given and debit of 4704 KVARH units is to be given.

Sr. No.	Date	Active KWH Reading	KWH Billed	Corrected KWH	Diff KWH
1	25-07-2012	239135	5010	5010	0
2	23-08-2012	239135	4960(Avg)	4960	0
3	26-09-2012	125049	4960(Avg)	3853	1107
4	23-10-2012	129450	4980	4401	579

Case II Being an old issue of year 2010 i.e. more than 2 years back hence cannot be considered in this forum. However, Forum opined that the action of MGVCL for replacement of meter as per contract load is in order.

Case III Rs.13217.75 were wrongly debited in the consumer account of August 2012 bill which were credited in the month of Nov-13. To take 3 months' period even after immediate information given by the complainant is not justifiable and needs to take care to resolve consumer complaint immediately.

O R D E R

The Forum directs the Madhya Gujarat Vij Co Limited to issue revised provisional bill considering credit of 1686 KWH units and debit of 4707 KVARH units to the complainant M/s. Innovative engineers at 397 GIDC Estate, Por Ramangamdi, Dist : Vadodara. The request for installment for payment of bill is not granted. Further MGVCL is instructed to be take due care in crediting/debiting procedures.

(Harsha S Chauhan)	***(P J Patel)***
Independent Member	***Chairperson***

PS :

If the complainant is not satisfied with the order of this Forum, the complainant may approach The Staff Officer, Office of the Electricity Ombudsman, Gujarat Electricity Regulatory Commission, Barrack No.3, Polytechnic Compound, Ambawadi, Ahmedabad 380 015 *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