

CONSUMER GRIEVANCES REDRESSAL FORUM, BHUJ

PASCHIM GUJARAT VIJ COMPANY LIMITED

Power House Compound, hospital Road, Bhuj – Kutch

Phone No.(02832) 255377 Fax:(02832) 250048

E-Mail- forumbhuj.pgvcl@gebmail.com

No. PGVCL/CGRF-BHUJ/21/

NO 0019

DT:

06 MAR 2021

By R.P.A.D.:

To,
M/s. M.G. BHAWNANI,
"SHIYAM CHAMBERS", Plot No.102, Ground Floor,
Sector 1-A, Gandhidham -Kachchh-Gujarat: (370201).
Mobile No.

Subject: - Case No. PG03/001/2020-21.
Ref: - Your Registration No. PG03/001/2020-21.

Respected Sir,

With reference to your application registered with CGRF, the certified copy of the order passed by the Forum is attached herewith.

This is for your kind information please.

Yours Sincerely,


(S.N. Vakhonia)

Convener

CGRF, PGVCL, Bhuj- Froum

o/l

Encl: As above

- (1) Superintending Engineer, PGVCL, Circle Office, Anjar
- (2) Executive Engineer, PGVCL, Division Office, Anjar
- (3) Deputy Engineer, PGVCL, Sub-Division Office, Anjar-1.

.....The Certified copy of the order passed by the Forum is attached herewith.

As per GERC (Consumer Grievances Redressal Forum & Ombudsman) Regulation 2011, Notification No.:2 of 2011:

Clause No.2.50: An order passed by the Forum shall be binding on the Licensee & the Complainant.

Clause No.2.51: The Licensee shall comply with the order within 21 days of receipt of the order.

Clause No.2.52: The officer concerned of the Licensee shall furnish a compliance report on the order of the Forum within 7 days from the date of compliance, to the Forum.

Clause No.2.53: Non implementation of Forum's order by the Licensee shall be deemed to be a violation of the regulations & shall be liable for appropriate remedial action.

**CONSUMER GRIVENCES REDRESSAL FORUM
BHUJ CIRCLE**

Power House Compound, hospital Road, Bhuj – Kutch
Phone No.(02832) 253550 / 255377 Fax (02832) 250048

**BEFORE THE CONSUMER GRIEVANCES REDRESSAL FORUM OF
PASCHIM GUJARAT VIJ COMPANY LIMITED**

Case No: PG-03-001-2020-21

Appellant : M/s. M.G. BHAWNANI
Address : "SHIYAM CHAMBERS",Plot No.102,Ground Floor
Sector 1-A,Gandhidham -Kachchh-Gujarat: (370201).
Represented by : Consumer not Present (Appellant was asked to remain present
for two times but he did not appeared.

V/S

Respondent : Executive Engineer, PGVCL, Division Office, Anjar.
Represented by : 1) Shri J M Kasta, E.E., PGVCL, Anjar Division Office.

: QUORUM:

- 1) Shri C V Thaker, Chairperson
- 2) Shri K V Bhatt, Member Tech.
- 3) SmtN H Joshi, Independent Member

Date of Hearing : 28.10.2020 & 23.12.2020
Place of Hearing : CGRF, Conference Hall, PGVCL, Bhuj Circle Office.

Proceedings

- 1.0 The present petition is filed by the appellant in the forum to withdraw the Suo-Moto estimate served to M/s M.G.Bhawnani.
- 1.1 For the power Boundary Merger along-with enhancement of contract demand.



Representation of Appellant

- 2.0 M/S M.G.Bhawnani ,Engineers & Contractors, located at L.S.No :182/paiki Village: Moti Nagalpar Taluka:Anjar- Dist.Kutch is a H.T. Consumer of PGVCL and has represented that they have been served Suo-Moto estimate.
- 2.1 The appellant has represented the case as under:
- 2.2 Appellant is a HT Consumer of PGVCL bearing HT Consumer no 33317, having contracted demand of connection was 200KVA was released in MAY-2019 for mining work of Black trap stone-Crusher plant.
- 2.3 M/S M.G.Bhawnani is a partnership firm having two partners 1) Mahendra G Bhawnani & 2) Ram G Bhawnani.
- 2.5 HT Consumer no 33317 having contracted load 200KVA is located at the land admeasuring 5 hectares,40 Sq mtrs allotted by Government (vide G.K.Q.L.9816/dt.02/09/2004) to M/s. M G Bhawnani and LTMD Connection No.38316/00005/9 having contracted load 95KW is located at the land admeasuring 4 hectares by Government allotted (vide G.K.Q.L.4251/3050 dt.17/06/1991) to M/s. R G Bhawnani.
- 2.6 Appellant states that both partners are adjoining and their plots are near to each other having common boundary. The merger is 100% Legal and adhering by the guidelines issued by PGVCL (vide PGVCL/Reg-cell/T-115 dr.04/01/2014.)
- 2.7 Appellant further states that they permanently stopped carrying out the business in the name of shri R.G.Bhawnani & totally switched over the business transactions in the name of M.G.Bhawnani, for that they had filed application on 9th June-20 to PGVCL office for the merger of power boundary along-with enhancement of the Contract Dimand from 200KVA to 300KVA & simultaneously permanent disconnection of the LTMD connection of M/S R.G.Bhawnani.
- 2.7 Appellant received Suo-Moto estimate issued to M/s. R.G.Bhawnani by PGVCL,Anjar division & after receiving the Estimate Appellant replied the same and conveyed their intention of applying for power boundary merger along-with enhancement of the load.
- 2.8 Appellant state that there is no increase of any plant/machinery load in both of their existing HT & LTMD connections .

- 2.9 Appellant requested to consider the power boundary merger along-with enhancement of contract demand & simultaneously to withdraw the suo-moto estimate served to them.
- 3.0 Appellant is ready to pay the estimate charges levied as per the PGVCL norms for the load enhancement & Power boundary merging, however they are not ready to pay the Suo-Moto line charges for the connection which they don't intend to use anymore.

Representation of PGVCL

- 4.0 PGVCL Anjar has represented the case as under:
- 4.1 Respondent in reply of above, submitted their written and oral representation as under.
- There are two firms located at L.S.No :182/paiki Village: Moti Nagalpar Taluka:Anjar-Dist.Kutch (1) R G Bhawnani,LTMD Connection No.38316/00005/9 having contracted load 95KW (2) M G Bhawnani, HT Consumer no 33317 having contracted demand of 200KVA for mining work of Black trap stone-Crusher plant.
- 4.2 As per clause No 4.95 of GERC Electricity Supply Code and Related Regulations Notification No.4 of 2015, Anjar Rural S/dn-1 office had issued suo-moto estimate for LT to HT for drawing demand more than its contract demand on 30/01/2020 to M/s.R G Bhawnani, LTMD Connection No.38316/00005/9.
- 4.3 Consumer had not paid amount within time limit as mentioned in the estimate issued by Anjar Rural S/dn-1 PGVCL ,even after office served many notices to consumer. They were also warned and after non-repayment of the estimate, the Anjar Rural S/dn-1 has to debited estimate amount in the account of consumer no 38316/00005/9.
- 4.4 Mahendra G Bhawnani H.T.connection No.33317 & Ram G Bhawnani consumer no 38316/00005/9 Both adjoining their plots to each other having common boundary & applied for load extension with merger of adjacent survey no on 18/06/2020.
- 4.5 Appellant had applied for load extension with merger of power boundary of their HT connection 33317 with enhancement of contract demand from 200KVA to 300 KVA but they had not submitted required & sufficient documents and legal status of both applicants to Anjar Rural S/dn-1 PGVCL.




- 4.6 M/s. M.G.Bhawnani had applied for load extension with merger of adjacent survey no but, due to non-submission of required documents, their application yet pending.

Order


- 5.0 We have considered representations, oral submissions and relevant details submitted by Appellant and Respondent. Our findings on the present case are as under.....
- 5.1 Appellant was asked to remain present for two times but he did not appeared.
- 5.2 Appellant, M/S M.G.Bhawnani ,Engineers & Contractors, located at L.S.No :182/paiki Village: Moti Nagalpar Taluka:Anjar- Dist.Kutch of PGVCL has raised grievance against withdraw Suo-Moto estimate served to R G Bhawnani, LTMD Connection No.38316/00005/9.
- 5.2 M/s. R G Bhawnani, LTMD Connection No.38316/00005/9 having contracted load 95KW and M/s. M G Bhawnani, HT Consumer no 33317 having contracted load 200KVA for mining work of Black trap stone-Crusher plant.
- 5.3 R G Bhawnani, LTMD Connection No.38316/00005/9 had served many notice for excess demand drawn against its contract demand of 95 KW by Anjar Rural S/dn-1 PGVCL office which is actual recorded but appellant hadn't applied for conversion for LT to HT nor any reply to Anjar Rural S/dn-1 PGVCL office.
- 5.4 As per clause No 4.95 of GERC Electricity supply Code and Related Regulations Notification No.4 of 2015 "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 recording 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 contract demand on receipt of such charges and all provisions of agreement shall be applicable to such consumers for revised contract demand."



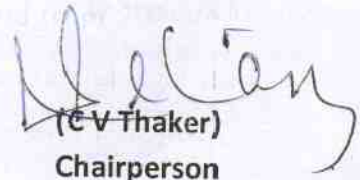
- 5.4 Anjar Rural S/dn-1 office had issued estimate for LT to HT for drawing demand more than its contract demand on 30/01/2020 to R G Bhawnani, LTMD Connection No.38316/00005/9.
- 5.5 Mahendra G Bhawnani, H.T. connection No.33317 & Ram G Bhawnani consumer no 38316/00005/9 Both adjoining their plots to each other having common boundary & applied for load extension with merger of adjacent survey no on 18/06/2020.
- 5.6 As per data of PGVCL,(Anjar Rural S/dn-1 office) both LT & HT connections, are drawing more than their contract demand.
- 5.7 Appellant had applied for load extension with merger of power boundary of their HT connection 33317 with enhancement of contract demand from 200KVA to 300 KVA but they had not submitted required & sufficient documents and legal status of both applicants to Anjar Rural S/dn-1 PGVCL. So, there is no any reason to accept the argument of applicant for withdraw of estimate amount served to M/s. Ram G Bhawnani consumer no 38316/00005/9.
- 5.8 Considering all about facts, figures arguments and records we order as under...
- A. Action taken by PGVCL are in accordance of supply code clause no.4.95 & Related Regulations Notification No.4
- B. With this representation/application stand disposed of.


(K V Bhatt)

Member Technical


(N H Joshi)

Independent Member


(C V Thaker)

Chairperson

Note:

If aggrieved by the order, the applicant may make a representation to the Ombudsman within a period of 30 days from the date of this order. As per Gujarat Electricity Regulatory Commission, (Consumer Grievances Redressal Forum & Ombudsman) Regulations, Notification No: 2 of 2011 A representation may be entertained by the Ombudsman only if the following Condition is satisfied Clause No 3.17(viii): The complainant has deposited one third amount in terms of Forum's order, if required, with Licensee & submit proof of payment made. Address of Ombudsman:

Office of the Electricity Ombudsman
Barrack No.3, Polytechnic compound,
Ambawadi, Ahmedabad-380015.
Phone No. (079) 26302689