

ફોન નં. (૦૨૭૮)૨૫૨૧૭૬૦, ૨૫૨૧૭૬૧, ૨૫૨૧૭૬૨,

ફેક્સ નં. (૦૨૭૮) ૨૫૨૧૭૬૩,



પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ

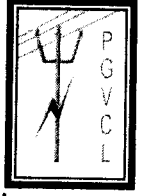
ગ્રાહક ફરિયાદ નિવારણ કેન્દ્ર

ઝોનલ કચેરી, જુના પાવર હાઉસ કમ્પાઉન્ડ, ચાવડી ગેટ, ભાવનગર.

e-mail: [forumbhavnagar.pgvc@gmail.com](mailto:forumbhavnagar.pgvc@gmail.com)

Mob.No. (Chairman) 9099972492

Mob. No. (Convener) 9925213507



ક્રમાંક : બીજેડ/ફોરમ/૧૧૦/૧૮-૧૯/ ૧૧૫

તારીખ: ૬ JAN 2019

આર.પી.એ.ડી.

પ્રતિ,

શ્રી અશોકકુમાર જગદીશકુમાર ગુપ્તા,

C/O. હરીક્રિષ્ના સ્ટીલ કોર્પો.,

પ્લોટ નં. ૧૩૨, ગામ-સોસીયા,

તા.તળાજા, જી.ભાવનગર.

ફોન નં. - ૦૨૭૮ ૨૫૭૦૧૩૩.

કેસ નં.: ૧૧૦/૧૮-૧૯

**વિષય :** ઔદ્યોગીક વીજ વપરાશના કનેક્શનનું સપ્લીમેન્ટરી બીલ આપવા બાબત.

**સંદર્ભ :** ૧) આપનો પત્ર તા. તા. ૧૭/૦૮/૧૮, અત્રેની કચેરીને મળ્યા તા. ૨૪/૦૮/૧૮.

૨) અત્રેની કચેરીનો પત્ર નં. બીજેડ/ફોરમ/૧૧૦/૧૮-૧૯/૪૪૨૭ તા. ૨૮/૦૮/૧૮.

૩) અત્રેની કચેરીનો પત્ર નં. બીજેડ/ફોરમ/૧૧૦/૧૮-૧૯/૪૬૯૦ તા. ૧૧/૧૦/૧૮.

૪) અત્રેની કચેરીનો પત્ર નં. બીજેડ/ફોરમ/૧૧૦/૧૮-૧૯/૫૧૦૬ તા. ૦૫/૧૧/૧૮.

જાહેરાત

શ્રીમાન,

આપશ્રીની, ઉપરોક્ત વિષયના સંદર્ભમાં આપના દ્વારા ગ્રાહક ફરિયાદ નિવારણ ફોરમ, ભાવનગર સમક્ષ કરેલ રજૂઆતના સંદર્ભમાં આપશ્રીને ફોરમ સમક્ષ તા. ૧૭/૧૧/૧૮ નાં રોજ સાંભળવામાં આવેલ. જેના સંદર્ભમાં ગ્રાહક ફરિયાદ નિવારણ ફોરમ દ્વારા આપવામાં આવેલ ચુકાદો આ સાથે સામેલ છે.

આપશ્રીની જાણ સારૂ.

(એમ. પી. સોલંકી)

કન્વીનર,

ગ્રાહક ફરિયાદ નિવારણ ફોરમ  
પીજીવીસીએલ., ઝોનલ કચેરી ભાવનગર.

બિડાણ:- ઉપર મુજબ.

પ્રતિ: કાર્યપાલક ઈજનેરશ્રી,

પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ

વિભાગીય કચેરી, પાલીતાણા.

.....ગુજરાત વિદ્યુત નિયંત્રક આયોગના જાહેરનામા નં. ૨/૨૦૧૧ની કલમ. ૨. પર મુજબ સદર હુકમનું પાલન કરી જરૂરી અહેવાલ અત્રેની કચેરીને ફરજીયાત પાઠવવાનો રહેશે.

નકલ રવાના:-

૧) શ્રી અધિક્ષક ઈજનેર, પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ, વર્તુળ કચેરી, ભાવનગર.

૨) શ્રી નાયબ ઈજનેર, પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ, પેટા વિભાગીય કચેરી, ત્રાપજ.

...આપની જાણ તથા જરૂરી કાર્યવાહી અર્થે.



(BEFORE CONSUMER GRIEVANCE REDRESSAL FORUM, PGVCL, BHAVNAGAR)

CONSUMER GRIEVANCE REDRESSAL FORUM  
P.G.V.C.L., Zonal Office,  
Old Power House Compound, Chavdigate,  
Bhavnagar.

Case No. 110/18-19.

Plaintiff :- Shri Ashokkumar Jagdishkumar Gupta  
C/o. Harikrishna Steel Corporation

◇ V/s. ◇

Respondent :- Paschim Gujarat Vij Company Limited.

◇ Presentation Date :- 17/11/2018 ◇

Represented by (Plaintiff) :- Shri Vikrambhai Shah (Consultant)  
on behalf of M/s. K.B. Ispat Pvt. Ltd.

Represented by (Respondent) :- Shri J. S. Parmar, D.E. Palitana Division.  
(Paschim Gujarat Vij Company Limited)

The Plaintiff Shri Ashokkumar Jagdishkumar Gupta C/o. Harikrishna Steel Corporation, At-Sosiya had applied before The Convener, C.G.R.F., Bhavnagar for grievance of issued of supplementary bill of Rs.4,61,285.59 in Connection No.81023/00285/2. The application registered at this office as case No. 110/18-19 and sent to The S.E., Bhavnagar for reply submission vide letter No. BZ/Forum/102/18-19/4427 Dt. 29.09.18 under intimation to the Plaintiff.

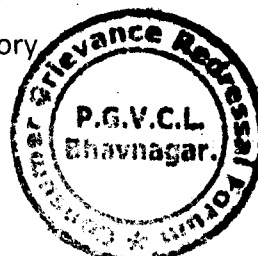
Forum has informed the Plaintiff for personal hearing on dtd. 23.10.18. But the Plaintiff was not present. Hence Forum given another hearing on dtd. 17.11.18. On behalf of Plaintiff Shri Vikrambhai Shah (Consultant) was present. And Shri J. S. Parmar, Deputy Engineer, Palitana Division was present on behalf of respondent (P.G.V.C.L.).

**: Plaintiff Representation:**

DETAILS OF COMPLAIN

BACKGROUND

1.1 We are a commercial consumer of PGVCL at Mamsa Ship recycling yard and use power for lighting and commercial work at our business place. Our consumer No. is 81023/00244/2 with contract load of 30 K.W. under NRGP category



In 2012 we were advised by authority that though our demand is less but considering the connected load we should increase the contract load as per prevailing contemporary practice at that time. In response to the recommendation, we applied for the load extension as per rule and completed the formalities. Due to the reasons best known to local PGVCL office at Trapaj sub division, the load extension was not released.

In 2018, we decided to increase the load to create facilities as per international norms in our ship recycling units. The application for load extension is made on 18.5.2018 and estimate was issued by the sub division office and payment is also made. We were served with TMN for submission of Test report on 12.6.2018 (Enclosure : 3). On scrutiny of documents it is found by the sub divisional office that the procedure for the load extension is completed by us but they failed to complete formalities of release the load extension in 2012.

To cover the mistake, the respondent PGVCL had decided to raise the supplementary bill of Rs.4,61,285.59 (Enclosure: 1) to us considering deemed release of load extension with effect from August 2012.

In the notice it is said that our load extension is considered from 15 KW to 70 KW with effect from August 2012.

As per the latest bill issued to us (Enclosure: 2), the contract load is shown as 30 KW! The notice is saying that our contract demand was 15 KW and as per their version the same is supposed to be increased from August 2012. But the bill is showing 30 KW contract demand.

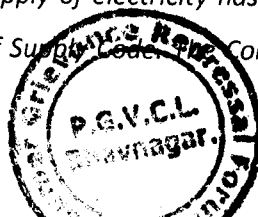
It seems that the records at respondent office is absolutely haphazard and they are trying to camouflage inefficiency by issuing us supplementary bill.

This supplementary bill should be quashed considering followings fact.

- 1) The supply to the consumer is governed by rules and regulations declared by GERC in accordance with Indian Electricity Act 2003. The GERC supply code and related matter regulations notification 11 of 2005 was applicable at the time of our application of load extension of August 2012.
- 2) The clause No.4.3.1 and 4.3.2 of supply code 11 of 2005 is reproduced below for your ready reference please.

4.3.1 *An applicant shall enter into an Agreement either separately or in application itself with the Distribution Licensee before commencement of work accepting the terms relating to tariff and other conditions of Supply Code. The period of validity of Agreement shall be included in the agreement. The agreement may have the provision either for its automatic extension at the discretion of consumer or for a fresh agreement on its expiry.*

4.3.2 *If there is no separate written agreement between the Distribution Licensee and the Consumer; the latter, after the supply of electricity has commenced, shall be deemed to be bound by terms and conditions of Supply Code. Consumer shall not refuse to tender an*



Agreement if so required by the Distribution Licensee within thirty days of commencement of the supply. In such an event the date of commencement of Agreement shall be the date of commencement of Supply to the Consumer. Upon failure of the consumer to sign the Agreement; it shall be open to the Distribution Licensee after giving due notice and opportunity of representation to disconnect the Supply to such Premises. However, the Distribution Licensee shall restore the supply immediately upon execution of the agreement by such consumer.

From above, it is very clear that an agreement should be executed between consumer before release of supply and in case of no agreement the same should be executed between 30 days from the commencement of supply.

We are not provided with copy of the agreement executed by us, if any. If the same is not executed then the connection cannot be said to be released. Also, the agreement should be renewed after its time period. In case of no renewal, the agreement is deemed to be cancelled.

In all above cases, the supplementary bill should be quashed.

3) Clause no.5.4.1 and 5.4.2 of the supply code states that

**5.4 INSPECTION AND TESTING AND APPROVAL FOR NEW CONNECTION:**

- 5.4.1 **Upon receipt of the completion and Test Report of LT installations or/and Test Certificate of the concerned Electrical Inspector for HT/EHT installation in accordance with Rule – 63 of the Indian Electricity Rules, 1956, the Distribution Licensee shall notify to the Consumer or to his authorised representative the date and the time when the Distribution Licensee's representative proposes to inspect and test the installation. It will then be the duty of the Consumer to arrange and ensure that electrical supervisor or his electrical contractor is present at the time of inspection to give the Distribution Licensee's representative any information required by him concerning the installation. The above provisions shall also apply to any installation that remains disconnected/ unconnected for a period exceeding 6 months if it is LT and 12 months if it is HT/EHT.**
- 5.4.2 **No LT connection shall be made until the Consumer's installation has been inspected and tested by the Distribution Licensee and found satisfactory. No charge shall be levied for the first test carried out by the Distribution Licensee. Charges, as given in the relevant regulations accompanied with a fresh test report, for the subsequent tests shall be recovered if such tests are required to be carried out due to reasons not attributable to the Distribution Licensee. (Emphasis added).**



As per above, after receiving the test report from consumer, the distribution licensee shall arrange for inspection of the subject installation. The LT connection should be made (released) only after such inspection which must be satisfactory. From our record, we had not find any such notice for inspection. Without such inspection, the connection cannot be considered as released. As per above clause, our connection is not released by the respondent so there is no question of raising supplementary bill and the same should be quashed and set aside.

- 4) In the notice it is said that supplementary bill is issued for so called load extension from 15 KW to 70 KW from August 2012. In our bill the contract load is mentioned as 30 KW. It seems that the load is also extended between August 2012 and August 2018. We are also checking our record for such load extension. But in case of such load extension, the supplementary bill lost its credibility and left with no option other than quashed the same.

You are requested to direct the respondent to provide copy of all bills and related papers for load extensions so that we can study the same.

- 5) It is mentioned in the notice that the load extension bill cannot be issued due to Government regulations prevailing at that time. As per our knowledge, there is not Government regulation existed any time which prevents the respondent PGVCL to refrain from issuing energy bill. If the connection is not released at all than definitely the regulations refrain the respondent from issuing any energy bill.

This is again indicates that the subject bill should be cancelled.

- 6) As per clause 6.4.8 of supply code 11 of 2005 and section 6.48 of the supply code 4 of 2015 in line with section 56.2 of Indian Electricity Act 2003, the distribution company cannot issue any supplementary bill after 2 years from the date of occurrence. The related clause of present supply code is narrated below.

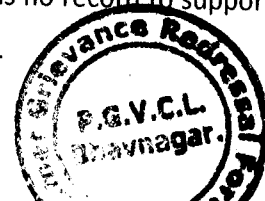
***Recovery of Arrears***

*6.84 No sum due from any consumer, on account of default in payment shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges of electricity supplied as per Section 56 of the Act.*

The supplementary bill is in violation of above clause and same should be quashed immediately.

**1.2 OUR PLEA**

- I. The supplementary bill of Rs. 4,61,285.59 should be quashed considering above sited reasons.
- II. As the connection is not released physically and there is no record to support the argument, the respondent should be directed to withdraw the bill.



- III. A copy of all the records related to our connection should be provided to us.
- IV. The respondent should be directed for not to take any punitive action including disconnection till the matter is finalized by quasi-judicial/ judicial authorities.
- V. The forum is requested to give detailed order for all the points raised by us as above.

**Plaintiff's re-presentation after reply of Respondent on dtd. 14/11/2018:-**

- 1.1 We are further to our application, personal representation and reply filed by the respondent dtd. 14.11.2018.
- 1.2 As per the respondent, the connection is released in 2012. It is true that the formalities of load extension is completed by us but at the same time the connection is not released by the concern officer of the respondent.
  - 1) As per documents furnished, we had produced the Test report on 9.4.2012. It is said that the connection was physically released on 1.11.2012. It is nearly 7 months from the date of test report.
  - 2) The bill issued to us with effect from August 2012. If the work is completed in November 2012, how the bill is raised with effect from August 2012. It seems that the respondent is not aware of any rules and regulations and supplementary, bill is issued to harass the consumer only.
  - 3) It is said that consumer has execute an agreement as he has fille the application form. You are requested to go through the sentence again. As per the clause 4.3.1 of the supply code 2005, the agreement can either be separate or the same can be incorporated in the application itself. In application form the condition of agreement is not mentioned. The idea propagated by the respondent that application form itself should be considered as DEEMED AGREEMENT is not supported by the particular clause of the supply code 2005. It is confirmed that no agreement is executed between applicant and respondent at the time when we asked for load extension but not officially released by the respondent.
  - 4) The checking report cannot be considered as test report as connection is checked but earth value or installation wiring is not tested by the checking squad. Installation checking is different than testing of wiring and switchgear of connection.
  - 5) Regarding application of clause 6.84 of supply code 2015 no arrears can be recovered after 2 years is based on section 56 of Indian Electricity Act 2003. The same is to be followed strictly by all Distribution or Transmission Licensee. We continue with our plea in our application.
- 1.3 We are in ship recycling business. When asked for load extension for improving facility in our plot. The payment for LE is made and TMN is also issued by the local PGVCL authority.

To our shock and surprise, a supplementary bill is issued to us considering our load is extended with effect from August 2012.

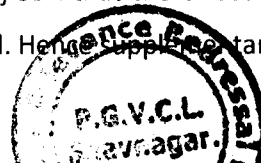


Against such bill with a prayer to quash the same, we are filling this application in your forum under GERC notification of 2 of 2011.

The application for the same is attached with this letter.

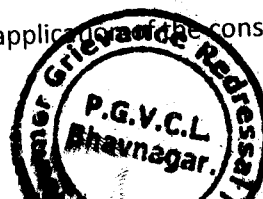
**Respondent Re-Presentation:-**

- 2.1 Sh. Ashokkumar Jagdishkumar Gupta is having a commercial connection bearing consumer no.81023/00244/2 at Village : Sosiya, Taluka: Talaja with contracted load of 15 KW. He had applied for the extension in his load by 55 KW total load : 70 KW in A-1 form duly signed by him on date: 10/01/2012 by paying registration charges of Rs.100.00 vide money receipt no.247467 at our Trapaj SDn. office in respect to Service Request No: 3540431. In respect of this service request our officers had surveyed the site and proposed a new HT line of 0.05 KM and a new 100 KVA transformer center to cater the load extension demanded by the consumer. The necessary approval was taken by our SDO from competent authority and the consumer was served with the firm quotation of Rs.103244.00 on date: 27/01/2012 which was paid by the consumer on date: 30/01/2012 vide money receipt no.249026 (Fixed charges Rs. 45500/-) and money receipt no.249027 (Security Deposit Rs.57744/-) . The consumer has also produced test report before the SDO Trapaj SDn on date: 09/04/2012 and paid Rs.20/- as necessary fees vide money receipt no.385151. After the completion of line work the said load extension was released physically on site on date: 01/11/2012 in presence of the representative of the consumer Sh. R K Jani who has signed the Proforma No.15 bearing serial no. 0427 and the installation checking sheet no.00635 along with our officers. As mentioned in the checking sheet the consumer has already connected the load of 70 KW on installation. At this time due to failure on part of the Dy. Engineer of Trapaj SDN this load could not be ledgerised and the contracted load remained 15 KW. The complete documents are attached herewith as per Annexure (1/1 to 1/15).
- 2.2 The consumer had once again applied for the extension in his load by 15 KW, total load: 30 KW in A1 form duly signed by him on date: 18/05/2014 by paying registration charges of Rs. 100.00 vide money receipt no.901455 at our Trapaj SDn office in respect to Service Request No: 10832821. In respect of this service request our officers had surveyed the site and proposed to cater the load extension demanded by the consumer from the existing infrastructure. The necessary approval was given by our SDO and the consumer was served with the firm quotation of Rs.11100/- which was paid by the consumer on date: 25/05/2018 vide money receipt no.902169 and 902170. The necessary agreement was executed by the consumer on date: 04/06/2018 before SDO of Trapaj SDn. The consumer was served the TMN. The consumer has also produced test report before the SDO Trapaj SDbn on date: 08/06/2018 and paid Rs.20/- as necessary fees vide money receipt no.903623. Based on this test report the load extension was granted to the consumer and his contracted load was changed to 30 KW. The complete documents are attached herewith as per Annexure (2/1 to 2/15).
- 2.3 At this time it was observed by the SDO Trapaj SDn that the effect of load extension granted to the consumer in year 2012 has not been considered. Hence the consumer has applied for a supplementary bill amounting to Rs.461285.59



was issued to the consumer as a difference of Fixed Charge (considering 85% of the Contracted Demand of 70 KW), Meter Rent and Electricity Duty on date: 10/09/2018 with detailed calculation sheet. It is attached herewith as per Annexure (3/1 to 3/4).

- 2.4 The consumer has mentioned clause no. 4.3.1 and 4.3.2 of the supply code and mentioned that no separate agreement is executed at the time when the load extension of 55 KW was granted. Here I would like to mention that it is very clearly, mentioned in clause no. 4.3.1 that **"An applicant shall enter into an Agreement either separately or in application itself."** The A1 form is signed by the applicant so it cannot be said that the agreement has not been executed by him.
- 2.5 Against representation made by the consumer in clause no. 5.4.1 and 5.4.2, I would like to say that it is very clearly mentioned in clause no.5.4.2 that **"No LT Connection shall be made until the consumer's installation has been inspected and tested by the Distribution Licensee and found satisfactory."** Our SDO Trapaj has personally visited the site, had inspected the installation, filled checking sheet and upon finding the installation satisfactory he had released the load extension by replacing the meter in presence of representative of the consumer who has signed in the replacement proforma no. 0427 dtd: 01/11/2012.
- 2.6 It is represented by the consumer that as per clause no. 6.4.8 of supply code "The Distribution Licensee shall not be eligible for recovery of the dues from the consumer after a period of two years from the date when such amount becomes first due, if such dues are not shown as arrears continuously for a period of two years from the due date. Here I would like to draw the attention of your goodself that this is the supplementary bill issued to the consumer recently and has not been shown as a due till now. This clause does not permit consumer to exit from the payment of the differential amount.
- 2.7 Finally I would like to request to your goodself that,
- 1) It is true that since then the concerned SDO of Trapaj SDn has failed to ledgerize the extended load, for which undersigned has initiated strict disciplinary actions against him. The showcause notice issued to the concerned Dy. Engineer is attached herewith as per Annexure (4).
  - 2) The company is ready to refund the charges paid by the consumer for Load extension demanded by him for the second time (15 KW + 15 KW = 30 KW) on date : 25/05/2018.
  - 3) This is a public money hence it is requested to not to waive this amount.
  - 4) Your goodself is requested to reject the application of the consumer.

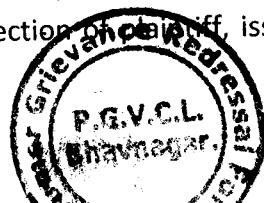




## FORUM's Observation and Findings :

On the basis of written submission, evidences, documents and oral representation from both party during hearing, Forum's observations and findings are as under :

- 3.1 Plaintiff, Ashokkumar J Gupta is having industrial connection bearing consumer number 81023/00244/2 at village Sosiya, taluka Talaja.
- 3.2 Plaintiff was having contract load of 15 KW for his industrial connection. Plaintiff had registered application for additional load of 55 KW aggregating 70 KW load to his connection in the office of Respondent on date 10.01.2012. Respondent had issued estimate amounting Rs 103244 for additional demand of 55 KW, which was paid by Plaintiff on 30.01.2012. Plaintiff had produced Test Report, along with requisite charge, showing installed load of 70 KW on date 9.04.2012.
- 3.3 For additional load of 55 KW, Respondent had proposed and obtained approval of erection of 0.05 km High Tension line and 100 KVA transformer, after completion of line work Respondent had released the additional load to Plaintiff's installation on 1.11.2012.
- 3.4 At the time of releasing additional load, respondent had replaced existing lower ampere capacity 10-60 Amp meter by higher capacity CT coil type 200/5 Amp meter and filled up Performa-15 mentioning 70 KW load and taken signature of Plaintiff's representative on date 1.11.2012. Further, while releasing additional load of 55 KW to existing load of 15 KW on date 1.11.2012, Respondent had duly prepared and filled up dated Sheet no 000635 wherein contracted load is mentioned 15+55 = 70 KW and installed load of all appliances, machineries with aggregate load of 70 KW is shown as connected load to Plaintiff's installation. Said Sheet no 000635 dated 1.11.2012 was duly signed by Plaintiff's representative.
- 3.5 Plaintiff has contested that agreement was not executed and formalities to release the additional load were not completed by Respondent and that load extension was not released by Respondent. Considering Para 3.2, 3.3 and 3.4 and related documents it is fact that additional load 55 KW, aggregating total load 70KW, was released on 1.11.2012.
- 3.6 As Respondent had released additional load and Plaintiff's connection was 70KW from 1.11.12, Plaintiff should have been billed for 70 KW with appropriate tariff from 1.11.12. But, Respondent's concerned employee failed to ledgerise released additional load and hence Plaintiff was continued to bill for 15 KW instead of 70 KW. Respondent found this blunder and they served Plaintiff a supplementary bill amounting Rs 461285.59 considering Plaintiff's 70 KW load for the period of August 12 to July 18.
- 3.7 Meanwhile, Plaintiff applied for load extension of 15 KW, showing existing load 15 KW, to his connection on 18.5.18 for which Respondent issued estimate of Rs 11000. Plaintiff paid the estimate and after having completed all formalities Respondent released additional load of 15 KW totalling 30 KW load of Plaintiff's connection in June 18.
- 3.8 Para 3.6 and 3.7 shows sheer blundering on part of Respondent's staff, which consequently resulted non-billing of 70 KW load connection of Plaintiff, issuance of supplementary bill of

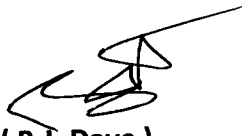


Rs.461285.59. Respondent has initiated disciplinary action against defaulter. Respondent shall inform the action taken progress to Forum.


- 3.9 Plaintiff has contested that bill has been issued from August 2012, when work was completed in November 2012, against which Respondent has nothing stated or submitted. As discussed in Para no 3.5 additional load was released on 1.11.2012, hence, Respondent can recover the supplementary bill for the period of November 2012 to July 2018.
- 4.0 Plaintiff has evoked clause 6.84 of Supply Code 2015 contesting Respondent cannot recover arrear after two years period. Respondent issued supplementary bill in August 18, after he found Non-billing of 70 KW load of Plaintiff's connection. Respondent issued supplementary bill on 20.08.2018, as he found mistake as mentioned in Para 3.6. Supplementary bill amount becomes arrear from the issue of bill date 20.08.2018. Non-billing of Plaintiff's connection for 70KW due to mistake of Respondent's employee can not restrict Respondent from recovery of supplementary bill amount for the period of November 2012 to July 2018.
- 4.1 From the above observations, Respondent will revise Supplementary bill issued to Plaintiff and revise bill for the period of November 2012 to July 2018. Revised bill will be payable by Plaintiff. Respondent will refund the amount of estimate recovered for additional load of 15 KW as mentioned in Para 3.7. Respondent will take action against defaulter employee as per Para 3.8.

**: ORDER :**

- From the above observations and findings, Forum ordered as per Para 4.1.
- If Plaintiff has any grievance against this judgement, then Plaintiff can represent to The Ombudsman Office, Block No. 3, Polytechnic Compound, Ambavadi, Ahmedabad in 30 days after this judgement.

  
( B.J. Dave )  
Independent Member

ABSENT  
( P.H. Mavani )  
Technical Member

  
( M.R. Vajaria )  
Chairman, C.G.R.F,  
P.G.V.C.L., Bhavnagar.

Date :

