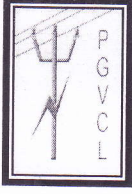


ફોન નં. (૦૨૭૮)૨૫૨૧૭૬૦, ૨૫૨૧૭૬૧, ૨૫૨૧૭૬૨,

ફેક્સ નં. (૦૨૭૮) ૨૫૨૧૭૬૩,



પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ

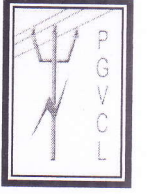
ગ્રાહક ફરિયાદ નિવારણ કેન્દ્ર

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

e-mail: forumbhavnagar.pgvcl@gebmail.com

Mob.No. (Chairman) 9099972492

Mob. No. (Convener) 9925213507



ક્રમાંક : બીઝેડ/ફોરમ/૧૨૦/૧૮-૧૯/

૬૧૪૫

તારીખ:

24 DEC 2018

આર.પી.એ.ડી.

પ્રતિ,  
મે. શ્રી બાલાજી સ્ટીલ પ્રોડક્ટ્સ,  
સર્વે નં.૯૯ અને ૧૦૦ પૈકી,  
ભજન ધરમ કાંટા સામે,  
જી.આઈ.ડી.સી. ફેઝ-૪,  
શિહોર ઘાંઘળી રોડ, ઘાંઘળી, તા.શિહોર.

કેસ નં.: ૧૨૦/૧૮-૧૯

**વિષય :** અમારા એચ.ટી. કનેક્શનના લોડ વધારા ન કરી આપવા અંગે.

**સંદર્ભ :** ૧) આપનો પત્ર તા. તા.૨૮/૦૮/૧૮, મળ્યા તા.૦૩/૧૦/૧૮.

૨) અત્રેની કચેરીનો પત્ર નં. બીઝેડ/ફોરમ/૧૨૦/૧૮-૧૯/૪૫૫૩ તા.૦૮/૧૦/૧૮.

૩) અત્રેની કચેરીનો પત્ર નં. બીઝેડ/ફોરમ/૧૨૦/૧૮-૧૯/૫૨૩૧ તા.૧૭/૧૧/૧૮.

જાહેર જાણ સહાયક

શ્રીમાન,

આપશ્રીની, ઉપરોક્ત વિષયના સંદર્ભમાં આપના દ્વારા ગ્રાહક ફરિયાદ નિવારણ ફોરમ, ભાવનગર સમક્ષ કરેલ રજૂઆતના સંદર્ભમાં આપશ્રીને ફોરમ સમક્ષ તા.૨૭/૧૧/૧૮ નાં રોજ સાંભળવામાં આવેલ. જેના સંદર્ભમાં ગ્રાહક ફરિયાદ નિવારણ ફોરમ દ્વારા આપવામાં આવેલ ચુકાદો આ સાથે સામેલ છે.

આપશ્રીની જાણ સારું.

(એમ. પી. સોલંકી)

કન્વીનર,

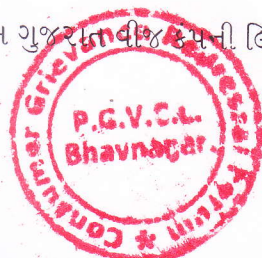
ગ્રાહક ફરિયાદ નિવારણ ફોરમ  
પીજીવીસીએલ., ઝોનલ કચેરી ભાવનગર.

બિડાણ:- ઉપર મુજબ.

પ્રતિ: કાર્યપાલક ઈજનેરશ્રી,  
પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ  
વિભાગીય કચેરી, ભાવનગર ગ્રામ્ય.

.....ગુજરાત વિદ્યુત નિયંત્રક આયોગના જાહેરનામા નં. ૨/૨૦૧૧ની કલમ. ૨.૫૨ મુજબ સદર હુકમનું પાલન કરી જરૂરી અહેવાલ અત્રેની કચેરીને ફરજીયાત પાઠવવાનો રહેશે.

નકલ રવાના:- શ્રી અધિક્ષક ઈજનેર, પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ, વર્તુળ કચેરી, ભાવનગર.



**(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. 120/18-19.**

Plaintiff

:- M/s. Shri Balaji Steel Products.

◇ V/s. ◇

Respondent

:- Paschim Gujarat Vij Company Limited.

◇ **Presentation Date :- 27/11/2018** ◇

Represented by (Plaintiff)

:- Shri Vikrambhai Shah (Consultant)  
on behalf of M/s. Shri Balaji Steel Products.

Represented by (Respondent) :-  
Bhavnagar.

:- Shri N.K. Chudasama, E.E. Rural Division,  
(Paschim Gujarat Vij Company Limited)

The Plaintiff M/s. Shri Balaji Steel Products, At-Ghanghali had applied before The Convener, C.G.R.F., Bhavnagar for grievance of load extension not given in H.T. connection by PGVCL. The application registered at this office as case No. 120/18-19 and sent to The S.E., Bhavnagar for reply submission vide letter No. BZ/Forum/102/18-19/4553 Dt. 09.10.18 under intimation to the Plaintiff.

Forum has informed the Plaintiff for personal hearing on dtd. 27.11.18. On behalf of Plaintiff Shri Vikrambhai Shah (Consultant) was present. And Shri N.K. Chudasama, Executive Engineer, Rural Dn, Bhavnagar was present on behalf of respondent (P.G.V.C.L.).



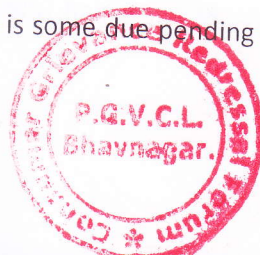


## : Plaintiff Representation:

### DETAILS OF COMPLAIN

#### BACKGROUND

- 1.1 We are a HT consumer with PGVCL Bhavnagar (Rural division having connection No.23792 and contract demand of 1200 KVA under HTP IV tariff. The power is used in re rolling mill for making MS rod, TMT and related products from secondary steel by reheating and rolling method.
- 1.2 The mill is running under HTP IV tariff to make our products economical viable in the market. The operating hours are limited to 8 hours only.
- 1.3 The demand recorded in the rolling mill is an unpredictable object as same is depend on many factors and some of which are uncontrollable.
- The torque required for rolling the hot billets depends on temperature of reheating furnace which in turn depends on quality of coal used for heating.
  - The rolling mill runs manually so the rate of work also decide the current drawn at any time.
  - The end product size changed daily so the size of rolls. This factor contributes to variable mechanical losses on daily basis.
  - The billets/ ingots/ plates/ received from ship recycling as raw material in rolling mill is having different chemical compositions and impurities which cannot be controlled at rolling stage.
- Considering above criteria, it is difficult to have absolute control over demand in rolling mill so the demand integrated over time is having different values and most of the time, maximum demand recorded during the month is quite high than the normal average demand recorded during the month.
- 1.4 As explained above our contract demand varied every month but in all the cases it is more than the contract demand during operational months 2017-18.
- 1.5 We had received a notice in line with section 4.95 of GERC Supply Code 2015 to increase the load on Date 3.4.18 (Enclosure: 2) without date (Enclosure: 3) 26.6.18 (Enclosure: 4), 10.7.18 (Enclosure: 5) and 20.8.18 (Enclosure: 6). In response to above we had decided to ask for load extension in our contract demand.
- 1.6 We paid registration charges on 22.8.17 vide MR No. 14569. When asked for no due certificate as part of procedure for load extension, to our shocked and surprise, the same is denied by The EE (Rural), PGVCL, Bhavnagar under disguise of the pending dues in one Aditi re Rolling Mill (Enclosure: 7). It is mentioned in the letter that one of our partner is party that has purchased M/s. Aditi Re rolling Mill from bank auction and there is some due pending in account of M/s. Aditi Re rolling Mil



so until that due of M/s. Aditi Re rolling mill is cleared our firm M/s. Shri Balaji Steel products will not get NOC and load extension will not be granted.

Against this decision of The Executive Engineer (Rural), PGVCL, Bhavnagar we are filling this application in PGVCL CGRF at Bhavnagar.

#### **Ground for Application**

- i. We are regular consumer of PGVCL having 1200 KVA connection and produce MS steel item from rerolling mill and related process at Ghanghli Road, Sihor.

We received notices as per enclosure 2 to Enclosure 6 in line with GERC Supply Code 2015 quoting clause 4.95 of supply code, reproduced below for your ready reference please.

#### **Review of Contracted Load/ Sanctioned Load/ Contracted Demand**

*4.95 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 notice period, the licensee shall start the procedure for enhancing the consumer's contract demand to the average of four recordings 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.*

As per above clause, one has to apply for enhancement of load if the actual demand crossed contract demand by more than 5 %, four times in a financial year. In case the consumer not come forward for load extension by himself, the average of top 4 demand should be considered as deemed load extension and board charges for such load extension if not paid than the same should be collected from consumers.

In our case, we had asked for load extension but the concern officer of PGVCL had denied the load extension under disguise of some payment pending of M/s. Aditi Rolling Mill which is not related with our firm.

This is violation of supply code 2015 published by GERC. The supply code is to be followed by the distribution licensee as well as consumer but the authority of the licensee is denying load extension to us.

- ii. Regarding Aditi Rolling Mill, please note following facts.
  - a. The Aditi Mill is purchased by M/s. Narayan Sales Corporation of Sihor which is a Proprietary firm, Owned by Shri Ranjithlal M. Vala PAN AECPV0791H) (Enclosure 10)





from a e auction by State Bank of India, Stressed Assets Management Branch I, Mumbai on 26.2.2017 (Enclosure: 12).

- b. Shri Ranjitbhai M. Vala is one of the partner in our Shri Balaji Steel Products. The PAN of our firm is ADIFS1671G (Enclosure: 11).
  - c. Considering different PAN card, both the entities are different.
  - d. Also, when Ranjitbhai Vala had asked for new connection in the premises of Aditi Rolling Mill, the concern office of the PGVCL informed that neither Aditi Rolling Mill connection can be transferred on your name nor you will get new connection as old due on the premises is pending.
  - e. The authorities of PGVCL had created a situation where Aditi rolling Mill connection is not transferred in name of our partner on one side and load extension in Shri Balaji Steel product is not granted because one of the partner of our firm had purchased a property from bank auction where PGVCL is having pending dues. The situation is contradictory.
  - f. As on today Aditi rolling Mill connection is not transferred to new owner of premises who is also a partner in our firm. Denying load extension to our firm considering premises purchased by one of our partner is clear violation of supply code.
- iii. The clause related to pending dues in GERC supply code is reproduced below.

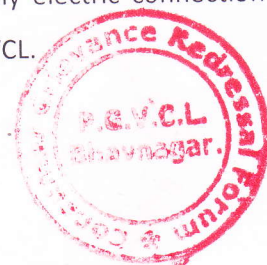
*4.30 An application for new connection, reconnection, addition or reduction of load, change of name or shifting of service lien for any premises need not be entertained unless any dues relating to that premises or any dues of the applicant to the Distribution Licensee in respect of any other service connection held in his name anywhere in the jurisdiction of the Distribution Licensee have been cleared.*

There are two conditions laid down for not entertaining an application for load extension and other changes as mentioned above in a connection.

- 1) Any dues relating to that premises.
- 2) Any dues of the applicant to the distribution licensee in respect of **any other service connection held in his name** anywhere in the jurisdiction of the distribution licensee.

With respect to above condition, there is no due relating to our premises. In other word there is no due pending in our connection.

The second part of above sited condition is regarding any due in any other service connection held in applicant's name. The load extension is applied by M/s. Balaji Steel Products and we confirm that there is no due pending in any electric connection by name of Shri Balaji Steel Products in area of Distribution licensee PGVCL.



In other word, no action under clause 4.30 of GERC Supply Code 2015 can be initiated in case of load extension asked by us.

- iv. One of our partner Shri Ranjitbhai M. Vala had purchased a property known as Aditi Rerolling Mill from SBI auction. There was an electric connection but the same cannot be transferred in the name of Shri Ranjitbhai M. Vala. The premises is purchased by Shri Ranjitbhai M. Vala in his personal capacity but the electric connection cannot be transferred on his name due to pending dues. As per related clause 4.30 of supply code stated in earlier point, the clause is applicable for any other connection held in applicant's name.

In this case as mentioned in the letter dated 10.8.2018 from the respondent, the load extension application is denied under section 4.30 of supply code 2015.

Now application is made on name of M/s. Balaji Steel Products and the connection where due is pending is on name of Aditi Rolling Mill, M/s. Narayan Corporation (Prop. Ranjitbhai M. Vala) had purchased the premises of Aditi Rolling Mill whose connection cannot be transferred in name of Narayan Corporation or Ranjitbhai M. Vala under same section 4.30 due is on premises of Aditi Rolling Mil.

We simply do not know how our load extension is denied under section 4.30 though there is no due on our premises or any connection held in our name or even ( for sake of argument if we consider) on any connection held in name of our partners where due is there. The actions taken under section 4.30 is totally wrong and we compel to say taken under mollified intension by respondent.

- v. In a recent order by supreme court in case no. 0906 of 2017 it is clearly ordered that distribution company cannot claim the original due when the premises is purchased from Bank auction.

#### OUR PLEA

- You are requested to instruct, respondent Executive Engineer (R), PGVCL, Bhavnagar to process our load extension as we do not have any due in our connection or any other connection in name of our connection.
- The case of M/s. Aditi rolling Mill is not connected with our firm and same is purchased by some other entity which is having one common partner / Proprietor. The entity is totally different so please instruct respondent not to relate case of Aditi rolling Mill with our firm.

#### **Plaintiff's re-presentation on date 27.11.2018:-**

- 1.1 We are in response to the reply given by the respondent the Ex. Engr. (Rural, PGVCL, Bhavnagar. Most of the points of reply are only narration of the facts.





1.2 It is mentioned that in pursuant to CEI order dated 10.1.2018 and as per supply code clause No.4.30 No due certificate is not granted to us which is a necessary condition for granting load extension.

- 1) As per supply code clause No.4.95, it is mandatory to give us load extension. In similar cases where the consumer is not willing to take the load extension, they are forced to take load extension by the respondent.

The respondent has not countered the fact and can be considered as their acceptance that we are eligible for load extension as per clause 4.95 of supply code 2015.

- 2) We would like to draw your attention on clause No.4.30 of supply code.

*4.30 An application for new connection, reconnection, addition or reduction of load, change of name or shifting of service line for any premises need not be entertained unless any dues relating to **that premises** or any dues of the applicant to the Distribution Licensee in respect of **any other service connection held in his name** anywhere in the jurisdiction of the Distribution Licensee have been cleared.*

As per above, application of our load extension need not be entertained only in case where any due related to

- a) that premises and
- b) any due of applicant to the PGVCL respect of any other service connection held in his name anywhere in PGVCL.

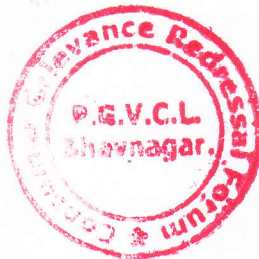
Our premises is Survey No. 99 & 100 P, Opp. Bhajan Dharam Kanta, GIDC Phase 4, Sihor Ghanghali Road, Village : Ghanghali do not have any pending due and the same is confirmed by respondent in his reply (point No.2). Regarding pending dues in any other service connection held in our name.

The name of our firm is Shri Balaji Steel Products and we confirm that we do not have any pending dues on our name in any service connection in PGVCL. So second point is also eliminated.

With both possibilities eliminated the no due certificate should be issued by the respondent but the same is not issued to us is a violation of supply code provision.

- 3) Regarding Aditi Rolling Mill, please note that one of our partner had purchased the land and building of the mill from public auction by nationalized bank as proprietor of Narayan Sales Corporation.

The PAN No. of our firm M/s. Shri Balaji Steel Product is different than the same of Shri Ranjitbhai. So they are different entity and cannot be relate<sup>3</sup> in the way as shown by the respondent.



4) The land and building of M/s. Aditi rolling Mill is purchased by one of our partner via bank auction. This purchase will not make him a consumer of PGVCL as clause 4.30 supply code does not allow name change until any due is pending on the premises.

So on one side, the respondent cannot allow the claim of Shri Ranjitbhai Vala in his personal capacity as consumer in the premises of M/s Aditi Rolling Mill and on other side the same respondent is not allowing load extension of our firm where Shri Ranjitbhai Vala is a partner only due to the pending due on premises purchased by him in his personal capacity.

5) In such situation following points are to be considered by CGRF

- I. Is there any due pending on premises or any other service connection in PGVCL on name of Shri Balaji Steel products?
- II. If no due is pending on any of the condition sited above; denial of no due certificate under clause 4.30 of supply code 2015 is legal?
- III. Is Shri Balaji Steel Products is compulsion under section 4.95 of the supply code 2015 to ask for load extension and denial of the same is violation of supply code by respondent?
- IV. Is Ranjitbhai Vala in his personal capacity is same entity as consumer as his being a partner in our firm Shri Balaji Steel Products?
- V. Is Ranjitbhai Vala as a purchaser of land and building of Aditi Rolling Mill can be considered as Consumer of PGVCL even though there is a pending due on Aditi Rolling Mill.
- VI. Joining in pending matter at CEI, as a purchaser of premises from bank auction can be considered as deemed consumer of respondent PGVCL.

From above it is very much clear that

- Shri Ranjitbhai Vala in his personal capacity is different entity than being a partner in Shri Balaji Steel Product.
- Shri Ranjitbhai Vala cannot be considered as Consumer of PGVCL by just purchasing the land.
- Section 4.95 is applicable in our case.
- Section 4.30 cannot be applicable in our case as no condition mentioned in the clause is applicable to us.

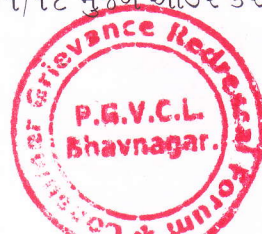
We request CGRF to direct the respondent to issue NO DUE CERTIFICATE to us and allow load extension as per rules and regulation and save unnecessary penalty paid by us due to increase in actual demand with respect of contract demand.





**Respondent Re-Presentation:-** મે. બાલાજી સ્ટીલ પ્રોડક્ટ્સ, એચ.ટી. વીજજોડાણ નં.ર૩૭૨૯ મુ.શિહોર ને લોડવધારો આપલ ન હોવા અનુસંધાને જણાવવાનું કે, સદર કેસમાં નીચે મુજબ ટુંકમાં માહિતી નીચે મુજબ છે.

- ૨.૧ મેસર્સ અદિતી રી રોલીંગ મીલ:- મેસર્સ અદિતી રી રોલીંગ મીલ, એચ.ટી. કનેક્શન નં.ર૩૭૦૪, સર્વે નંબર ૨૨૭, નેસડા રોડ, મુ.શિહોરમાં કનેક્શન ધરાવતાં હતાં. સદર કનેક્શનનું ચેકીંગ તા.૨૧/૭/૦૫ ના રોજ થતાં વજ અધિનીયમની કલમ ૧૨૬ નીચે પુરવણી બીલ રૂ.૮૪,૪૮,૬૨૪.૭૮ પૈસાનું આપવામાં આવેલ. આ બીલ સામે ગ્રાહકને વાંધો હોય, આપેલ પુરવણી બીલના ૩૩.૩૩% રકમ ભરી, ઈલેક્ટ્રીકલ ઈન્સ્પેક્ટરશ્રી સમક્ષ અપીલ નંબર ૨૬/૦૫ નોંધવામાં આવેલ. આ અપીલનું જજમેન્ટ તા.૨૨/૫/૦૬ ના રોજ વીજકંપનીની વિરુદ્ધ આવતાં પીજીવીસીએલ દ્વારા નામદાર ગુજરાત હાઈકોર્ટમાં એસ.સી.એ.નંબર ૧૮૦૬૪/૦૬ તેમજ ગ્રાહક દ્વારા એસ.સી.એ. નંબર ૨૦૫૨૨/૦૬ દાખલ કરવામાં આવેલ. સદર એસ.સી.એ. નું તા.૭/૮/૧૬ ના રોજ જજમેન્ટ આવેલ કે ચીફ ઈલેક્ટ્રીકલ ઈન્સ્પેક્ટરશ્રી, ગાંધીનગર સમક્ષ અપીલ નોંધવવા માટેનો ઓર્ડર કરવામાં આવેલ. તેથી પીજીવીસીએલ દ્વારા ચીફ ઈલેક્ટ્રીકલ ઈન્સ્પેક્ટરશ્રી, ગાંધીનગર સમક્ષ અપીલ નંબર ૧/૧૬ નોંધાવવામાં આવેલ.
- ૨.૨ શ્રી બાલાજી સ્ટીલ પ્રોડક્ટ્સ :- શ્રી બાલાજી સ્ટીલ પ્રોડક્ટ્સ, એચ.ટી. વીજજોડાણ નંબર ૨૩૭૨૯ મુ.શિહોર માં ૧૨૦૦ કે.વી.એ.નું કનેક્શન ધરાવે છે. સદર કનેક્શનમાં ગ્રાહક દ્વારા લોડ વધારો માંગવા માટે કેસ ફાઈલ આપવામાં આવેલ. આ કનેક્શનમાં આજદીન સુધી કોઈ વીજબીલ કે વિવાદિત રકમ નથી. આ કનેક્શનમાં નો ડયુ સર્ટીફિકેટ આપવામાં આવેલ નથી. આ કનેક્શનમાં નીચે મુજબના પાર્ટનરો છે.  
(એ) રણજીતભાઈ મલુભાઈ વાળા, (બી) શરદભાઈ છગનભાઈ ગોટી, (સી) જયપાલ ભરતભાઈ વાળા, (ડી) અશોકભાઈ મલુભાઈ વાળા, (ઈ) અરવીંદકુમાર વાલજીભાઈ વાળા, (એફ) વીજયભાઈ વાલજીભાઈ પટેલ.
- ૨.૩ નારાયણ સેલ્સ કોર્પોરેશન :- નારાયણ સેલ્સ કોર્પોરેશન ના પ્રોપરાઈટર શ્રી રણજીતભાઈ મલુભાઈ વાળા દ્વારા મેસર્સ અદિતી રી રોલીંગ મીલ, પીડીસી એચ.ટી. કનેક્શન નં.ર૩૭૦૪, સર્વે નં.૨૨૭, નેસડા રોડ, મુ.શિહોરની જગ્યા સ્ટેટ બેંક ઓફ ઈન્ડિયા પાસેથી હરાજીમાં તા.૧૧/૪/૧૭ ના રોજ રાખવામાં આવેલ.
- ૨.૪ મેસર્સ અદિતી રી રોલીંગ મીલ, પીડીસી એચ.ટી. કનેક્શન નં.ર૩૭૦૪ સામે પીજીવીસીએલ દ્વારા ઈલેક્ટ્રીકલ ઈન્સ્પેક્ટરશ્રી, ગાંધીનગર સમક્ષ અપીલ નંબર ૧/૧૬ નોંધવવામાં આવેલ, તેમાં પાર્ટી તરીકે જોડવવા માટે નારાયણ સેલ્સ કોર્પોરેશનના પ્રોપરાઈટર શ્રી રણજીતભાઈ મલુભાઈ વાળા દ્વારા ૨૧/૧૧/૧૭ ના રોજ અરજી કરવામાં આવેલ અને અરજી સાથે હરાજીથી રાખેલ દસ્તાવેજી પુરાવા રજુ કરવામાં આવેલ. જેમાં તા.૨૦/૧૨/૧૭ ના રોજ બંને પક્ષકારોને સાંભળવામાં આવેલ અને અપીલ નંબર ૧/૧૬ માં ઓર્ડર નંબર સીઈઆઈ/આઈએનએસ/૨૨૭/૨૦૧૮ તા.૧૦/૧/૧૮ મુજબ ઓર્ડર કરવામાં આવેલ કે,



Appellate Authority has accepted the plea of M/s. Narayan Sales Corporation to allow them to join as a party in the said appeal and has been allowed to do so. This appellate authority has also made them aware that by joining in the said appeal as a party, They are stepping into the shoes of the respondent Aditi Re rolling mills pvt. Ltd. pursuant to the provisions of the supply code 2015.

૨.૫ ઉપરોક્ત ઓર્ડર મુજબ તેમજ સપ્લાય કોડની કલમ ૪.૩૦ મુજબ નો ડયુ સર્ટીફિકેટ આપવામાં આવેલ નથી, જેની જાણ બાલાજી સ્ટીલ પ્રોડક્ટ્સના પાર્ટનરને અત્રેની કચેરીના પત્ર નં.બીઆરડી/રેવન્યુ/૪૧૭૬ તા.૧૦/૮/૧૮ થી કરવામાં આવેલ છે. સદર અપીલનું જજમેન્ટ આજદીન સુધી મળવામાં નથી. આ સાથે સદર કેસને લગતો રેકોર્ડ સામેલ છે.

#### FORUM's Observation and Findings :

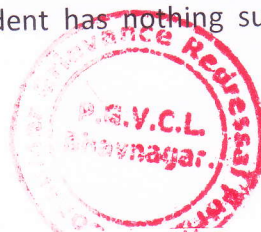
On the basis of written submission, evidences, documents and oral representation from both party during hearing, Forum's observations and findings are as under :

- 3.1 Plaintiff, Balaji Steel Products, is HT consumer of having Contract Demand of 1200 KVA under HTP-IV tariff, bearing consumer number 23792, at Shihor taluka of Bhavanagar district.
- 3.2 As per clause 4.95 of GERC Supply Code 2015 for demand base HT, EHT and LT consumers "*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 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 consumer's contract demand to the average of four recordings of maximum demand shown by 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 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*".
- 3.3 Plaintiff's demand exceeded than their contract demand 1200 KVA for more than four times in the year 2017-18. In the year 2017-18, plaintiff's demand was exceeded more than 5% from June 2017 to March 2018 every month. Respondent issued notices to plaintiff, as per clause 4.95 of GERC Supply code, for enhancement of plaintiff's contract demand. Respondent issued such notices on 3.4.18, 26.6.18, 10.7.18 and 20.8.18 showing plaintiff's recorded demand from April-17 to the current month of billing and informing plaintiff to enhance their contract demand.





- 3.4 Having received such notices from respondent, plaintiff registered their application for enhancement of contract demand of their HT connection and as a part of procedure plaintiff asked NO DUE certificate from respondent for which respondent denied.
- 3.5 Respondent did not issue No Due Certificate to plaintiff as well as did not processed plaintiff's application for enhancement of load.
- 3.6 Balaji Steel Products is partnership firm comprising Ranajitbhai M Vala and other six partners. Respondent has admitted that there was no any outstanding due against Balaji Steel products. Ranajitbhai M Vala, partner of Balaji Steel Products, is also proprietor of Narayan Sales Corporation. Narayan Sales Corporation has purchased, through auction by State Bank Of India, Aditi Re-Rolling Mill which was HT consumer of Respondent. A supplementary energy bill of Rs.84,48,624 under section 126 of IE act 2003 had been issued to Aditi Re-rolling Mill following installation checking in July 2005. After various legal actions at different appropriate legal authority by PGVCL (Respondent) and Aditi Re-rolling in case of supplementary bill, the case (Appeal) is pending at Chief Electrical Inspector, Gandhinagar for the hearing.
- 3.7 In the backdrop of contents as per 3.6, respondent evoked clause 4.30 Of GERC Supply Code related to pending dues and entertaining the application. As per clause of 4.30 of GERC Supply Code of 2015 : "*An application for new connection, reconnection, addition or reduction of load, change of name or shifting of service line for any premises need not be entertained unless any dues relating to that premises or any dues of applicant to the Distribution Licensee in respect of any other service connection held in his name anywhere in the jurisdiction of Distribution Licensee have been cleared.*" Respondent denied to issue No Due Certificate and did not process plaintiff's load enhancement application giving reason that Ranajitbhai M Vala, who is one of partner of Balaji Steel Products, is proprietor of Narayan Sales Corporation and that Narayan Sales Corporation had purchased Aditi Re-rolling Mill in auction and that Aditi Re-rolling Mill's dues of Rs 88,48,624 were pending with respondent.
- 3.8 In the instant case Balaji Steel Products have applied for addition of load to their HT connection of 1200 KVA contract demand and do not having any pending dues. Plaintiff - Balaji Steel Products have not purchase directly or indirectly premises of Aditi Re-rolling Mill whose dues are pending with respondent. Purchase of Aditi Re-rolling Mill by one of partner of Balaji Steel Products can not be construed in context to clause no 4.30 that Balaji Steel Products are liable to pay dues of Aditi. Premises of Balaji steel and Aditi Re-rolling Mill are different and legal entities of both connection are different. Respondent can not deny plaintiff for No Due Certificate and additional load.
- 3.9 In their written submission respondent have merely narrated case of Aditi Re-rolling Mill and status of Narayan Sales Corporation. Respondent has nothing substantially contended to




defend their stand for denying No Due Certificate and not processing application for additional load.

**: ORDER :**

- From the above observations and findings, respondent is ordered to issue No Due Certificate to plaintiff and process plaintiff's application for addition of load in their contract demand within 15 days of the order.
- 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 )  
Chiarmen, C.G.R.F,  
P.G.V.C.L., Bhavnagar.

Date : 27.11.2018.

