

**GUJARAT ELECTRICITY REGULATORY COMMISSION
BEFORE THE ELECTRICITY OMBUDSMAN, GUJARAT STATE
Polytechnic Compound, Barrack No.3, Ambawadi,
Ahmedabad-380015**

CASE NO. 07/2016

Appellant: M/s. Adarsh Buildcon
C/o. Shri K.K.Patel
4, Bala Tripura Ind. Estate
Khatraj-Santej Road,
Santej. Ta.Kalol. Dist.Gandhinagar

Represented by: Shri K.K.Patel, Authorized representative

V/s.

Respondent: Deputy Engineer,
Uttar Gujarat Vij Company Ltd.,
Sub-Division Office, Chhatral.
Ta. Kalol. Dist. Gandhinagar.

Represented by: Shri S.M.Rathod, DE, UGVCL, Chhatral

:::PROCEEDINGS:::

- 1.0.** The Appellant had submitted representation aggrieving with the order No.10896 dated 16.12.2015, passed by the Consumer Grievances Redressal Forum, Uttar Gujarat Vij Company Limited, Sabarmati, in complaint UG-03-013-2015-16. The representation was registered at this office as Case No.07/2016. The hearing of this case was kept on 11.02.2016.
- 2.0.** The Appellant has represented the case as under.
 - 2.1.** Appellant has published Scheme in the name of M/s. Adarsh Buildcon at village Chhatral, Taluka Kalol, for industrial shed purpose.
 - 2.2.** Appellant has stated that as per the information and guideline issued by Respondent, he had applied for infrastructure overhead HT & LT line on 28.10.2013 and paid registration charges of Rs.100/-.

2.3. Appellant has paid the estimated amount of Rs. 53,54,912/- for infrastructure development on 21.12.2013 vide Receipt No.722167.

Then after, Respondent has issued estimate for individual applicants of industrial shed based on fixed charges as per application made by individual shed holder, which was paid by individual applicant

2.4. Appellant has submitted below mentioned points:

(a) Respondent has recovered the estimate charges two times, i.e. against development infrastructure and against the individual application based on fixed charges. As per the Electricity Act,2003 and GERC Supply Code Regulation, 2005, the amount recovered twice is wrong.

(b) As the connection is being taken by paying the amount of estimated charges, no line charges or development charges are required to be paid by Appellant.

(c) Appellant has referred the order No. 82 of 2011 and order No. 112 of 2015 of Ombudsman, being a similar type of grievance, and requested to decide the issue.

2.5. Respondent has recovered HT, LT and transformer charges which was covered under formation of fixed charges formula fixed charge amount, worked out is a average base cost based on the KW based load demand.

2.6. It is stated that GERC has given guideline for recovery of estimated amount as per fixed charge formula vide GERC letter No. GERC/Tech/2010/2066 dated 30.12.2010. GUVNL has circulated the said guideline of GERC vide letter No. GUVNL/Tech/GERC/2704 dated 30.12.2010. GERC has again directed to GUVNL vide letter No. GERC/Tech/SKA/615 dated 21.04.2011 to make uniformity for recovery of estimate for new connections.

Appellant has submitted copy of the order of Ombudsman of case No.112/2015 and lists of connections released by Respondent in said scheme by recovering estimate as per fixed cost amount.

2.7. The infrastructure development charges recovered by Respondent is against the guideline framed by GERC. The infrastructure development charges of Rs. 53,54,912/- paid by Appellant is refundable along with 18% interest.

3.0. Respondent has represented the case as under.

3.1. Appellant has applied for industrial infrastructure development overhead HT/LT/TC network on 28.10.2013 at Revenue Survey No.80+82+87+81+95P1+96P3+98P1 (total 39460 Sq.Mtr.) at village Chhatral, Taluka Kalol.

Appellant has applied for load as under:

1. 80 No. x 10 KW=	800 KW
2. 05 No. x 11 KW=	55 KW
3. 2 No. x 15 KW=	30 KW
4. 3 No. x 13 KW=	39 KW
5. 1 No. x 20 KW=	20 KW
6. 2 No. x 22 KW=	44 KW
7. 1 No. x 30 KW(WW)=	30 KW
8. 1 No. x 6 KW (St.Lt.)	<u>6 KW</u>
	<u>1039 KW</u>

Appellant has paid registration charges of Rs. 100/- vide Receipt No.499148 vide SR No. 2688909. Appellant has submitted consent letter along with A-1 form for payment of estimated amount for development of network.

3.2. Approval for infrastructure development without meter through overhead network in respect of Appellant under N.D. Scheme was issued by Respondent vide No. UGVCL/R&C/Tech/Infra-OH/3548 dated 20.12.2013 with estimated amount of Rs.5907408/-.

The details of work approved are as under:

HT line: 0.27 KM (overhead) + 0.45 KM (underground).

LT line: 1.133 KM 3ph.-4wire.

Transformer: 200KVA: 6 No.

100KVA: 4 No.

New 11KV Adarsh feeder from 66KV Chhatral sub-station was approved under N.D. (Cost contribution) Scheme.

3.3. Estimate was issued on 21.12.2013 as under:

1.	11KV Tapping:	10 No.	Rs. 62355/-
2.	11/100KVA transformer:	4 No.	Rs. 1146210/-
3.	11/200KVA transformer:	6 No.	Rs. 3121571/-
4.	3-ph.-4Wire LT line:	1.133KM	Rs. 360708/-
5.	HT – lump sum charges:	1	Rs. 189618/-
6.	HT- Misc. charges:	1	<u>Rs. 474450/-</u>
			Rs. 5354912/-

Appellant has paid estimated amount vide Receipt No.722167 dated 21.12.2013. After payment of estimated amount, electric network has been completed by Respondent.

3.4. Thereafter, individual shed holder of said scheme has demanded electric power connection. List of above 20 No. of individual applicants has been submitted by Respondent where electric connections have been released after recovery of fixed charges estimate from Nov.2014 to Oct.2015.

3.5. An individual applicants have demanded electric connection in their name and as per existing rules, the estimated amount was recovered from applicants as per fixed cost basis.

3.6. Respondent has submitted that Appellant has not paid the estimated amount two times.

Appellant has requested for infrastructure development on stamp paper of Rs.100/- and given consent for payment of charges.

Respondent has recovered the estimated charges as per GUVNL Circular No. GUVNL/Tech/1067 dated 11.05.2011.

3.7. It was denied by Respondent and stated that argument of Appellant that Respondent has not accepted application of Appellant, is not true.

Order passed by Ombudsman in Case No. 82/2011 is not similar one to the present grievance.

3.8. CGRF has passed an order dated 16.12.1025 and not granted plea of Appellant as per GUVNL guideline given vide letters No.(1) GUVNL/Tech/180 dated 21.10.2011 (2) 1067 dated 11.05.2011 (3) 1069 dated 27.06.2014, which is in order.

Therefore, plea of Appellant for refund of infrastructure development amount, along with 18% interest, may not be accepted.

:::ORDER:::

4.0. I have considered the contentions of the Appellant and the Respondent and the facts, statistics and relevant papers, which are on record, and considering them in detail, my findings are as under:

4.1. We note that in the present case the Appellant is M/s. Adarsh Buildcon. It is also a partnership firm having Reg.No. 21/2011 dated 21.10.2011. The partners of Firm stated in the partnership deed are as under:

1. Shri Girishbhai Amrutbhai Patel
2. Shri Bharatbhai Babulal Patel
3. Shri Rohitkumar Babulal Patel
4. Shri Mehulkumar Dineshbhai Patel
5. Shri Bhupendrabhai Nagajibhai Jogayani
6. Shri Anilbhai Hargovandas Patel
7. Shri Nirav Bhartkumar Shah
8. Shri Mahendrakumar Otambhai Patel
9. Shri Kaushikbhai Kantilal Darji

I also observed that one of the partners Shri K.K.Darji was authorized by the partnership firm by the partners by issuing general power of attorney dated 23.06.2012 which states as under:

As per the above mentioned POA, Shri K.K.Darji is authorized to carry out following activities on behalf of the firm namely M/s. Adarsh Buildcon.

Therefore, the act of Shri K.K.Darji carried out on behalf of partnership firm M/s. Adarsh Buildcon is binding to the partnership firm.

It is also on records that Shri K.K.Darji, vide his undertaking dated 02.09.2013 had undertaken on behalf of partners of M/s. Adarsh Buildcon, who are the developer of LS No.80+82+87+81+95paiki1+96paiki3+98paiki1 consisting of 39460 Sq.Mtr. area, who have developed the industrial sheds in Licensee area of Respondent i.e. UGVCL.

The undertaking given by Shri K.K.Darji is necessary to refer in this case is reproduced below:

As per the above mentioned undertaking given by Shri K.K.Darji it is confirmed and undertaken that the land Survey No. LS No. 80+82+87+81+95paiki1+96paiki3+98paiki1 consisting of 39460 Sq.Mtr. area, is owned by M/s. Adarsh Buildcon. Moreover M/s. Adarsh Buildcon has applied/ undertaken that he wants electric connection on his name and agreed to pay all the charges for new overhead infrastructure crated by UGVCL for the new connections and undertake to pay the cost for it. It is also admitted that they are bound to pay such cost. Further, in future the sheds, which were created in its if increased load demanded in that case if any change in the load is necessary, the Appellant/Adarsh Buildcon agreed to pay the same. It is also stated that Appellant also informed the above mentioned facts to the new members and new administrator where the administration of industrial sheds premises. The above mentioned undertaking given by Shri K.K.Darji for M/s. Adarsh Buildcon, without any fear or under pressure and its own willingness. He has also stated that the contents of said

undertaking are binding to M/s. Adarsh Buildcon and new members of the above mentioned premises.

I observed that Shri Rohitkumar, on behalf of M/s. Adarsh Buildcon submitted an application before CGRF on 23.09.2015 and demanded refund of infrastructure cost incurred by UGVCL who have created the infrastructure for the industrial connections of M/s. Adarsh Buildcon as per undertaking given by Shri K.K.Darji who is one of the partners of M/s. Adarsh Buildcon.

It is also observed that while demanding refund of infrastructure cost, Shri Rohitbhai has not referred the undertaking dated 2nd September, 2013 given by his one of the partners. It is also observed that while demanding new connections from UGVCL by Shri K.K.Darji he has not raised the issue that he desires the connection as per the above mentioned Regulation of GERC or GUVNL Circulars. It is also observed that GERC Regulation 2005, which is referred by the Appellant and GUVNL Circulars are of dated 30.12.2010, which is much more prior to undertaking given by Shri K.K.Darji.

I also observed that while demanding new connection and creation of infrastructure by UGVCL, the Appellant have undertaken that they should be agreed to bear all the cost for infrastructure created for the premises on their land.

Based on the above mentioned undertaking, he offered and agreed with UGVCL that UGVCL will construct a new infrastructure for its connection by considering undertaking given by him, which is binding to M/s. Adarsh Buildcon on whose name the connection was applied and also undertakes that he will inform the same to new members as well as the administrators who will be appointed in future.

The application for refund of infrastructure charges made by Shri Rohitkumar B. Patel but M/s. Adarsh Buildcon has not uttered a

single word regarding undertaking given by his one of the partners who has been given special PoA dated 23.06.2012 by all partners of M/s. Adarsh Buildcon.

Sp.POA dated 23.06.2012 states that Shri Rohitbhai Patel and Shri K.K.Darji carried out any activity individually or jointly on behalf of M/s. Adarsh Buildcon and act of them are binding to M/s. Adarsh Buildcon. Therefore, the act of Shri K.K.Darji is binding to M/s. Adarsh Buildcon as well as all the partners including Shri Rohitbhai Patel.

Shri Rohitbhai Patel, in his application, stated that after payment of infrastructure cost when individual connections were demanded from the individual members, in that case the separate charge claimed by the UGVCL and recovered. Therefore the earlier charges recovered by UGVCL based on the undertaking dated 02.09.2013 given by M/s. Adarsh Buildcon, through its one of the partners Shri K.K.Darji is required to be refunded. The said claim of the Appellant is not acceptable, because it is not disputed by M/s. Adarsh Buildcon, that no infrastructure was created by UGVCL based on the undertaking and application given by Shri K.K.Darji, PoA to UGVCL.

It is clear that M/s. Adarsh Buildcon have offered to UGVCL to create new infrastructure for release of connections on his name in the premises owned by them consist of 33460 Sq.Mtr. at Chhatral, which was accepted by UGVCL and incurred the cost and created the said new infrastructure. Therefore, once offer is given by Appellant to UGVCL to create the infrastructure and agreed to pay all charges on its own and on such undertaking the offer of Appellant accepted it and also accepted upon it and incurred the cost and created the infrastructure by Respondent, it is eligible for recover such cost from Appellant.

Appellant has stated that infrastructure cost later on recovered from different consumers by UGVCL as per Annexure-I, which

was submitted by Respondent to Appellant under RTI. I observed that none of the consumers stated in list consist of 20 Nos. have either approached UGVCL and disputed the amount recovered by it. Therefore, recovery of charges by UGVCL on the basis of undertaking of appellant and recovery of charges by UGVCL from the different 20 No. of consumers stated in statement are different and distinct each other. There is no evidence on record specified that the recovery of charges/cost by UGVCL from 20 No. of so called consumers is the cost of amount recovered from the appellant. The Appellant has never undertaken or offered to UGVCL that he agreed to pay the cost of infrastructure on behalf of new members and in future when new members desires connections on their names in that case the amount to be recovered from them and the amount agreed to pay undertaking needs to be refunded to it.

The act of the appellant to get electric connection by way of undertaking which lead an agreement between the parties and based on which both the parties acted upon, it is not permissible to reconsider or reopen the agreement or reverse the act carried out by the parties.

Based on the above mentioned observations, I decide that the claim of Appellant is having no merits and it deserves to be dismissed.

- 4.2. I order accordingly.
- 4.3. No order as to costs.
- 4.4. With this order, representation/Application stands disposed of.

(Dilip Raval)
Electricity Ombudsman
Gujarat State

Ahmedabad.
Date: 28.03.2016