

ગુજરાત વિદ્યુત નિયંત્રક આયોગ
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અમદાવાદ-૩૮૦૦૧૫

સમક્ષ

કેસ નં.૧૨૧/૨૦૧૭

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વિરૂધ્ધ

સામાવાળા : નાયબ ઈજનેર,
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::: રજૂઆત:::

૧.૦. અરજદારે, મધ્ય ગુજરાત વીજ કંપની લિમિટેડ, વડોદરાના ગ્રાહક ફરિયાદ નિવારણ ફોરમની ફરિયાદ નં.MG-II-15-2016-17 અન્વયે અપાયેલ હુકમ ક્રમાંક ૧૬૪ તા.૦૪.૧૦.૨૦૧૭ના હુકમથી નારાજ થઈ અત્રે રજૂઆત કરેલ છે. જે રજૂઆતને આ કચેરીના કેસ રજીસ્ટરે દાખલ કરી કેસ નં.૧૨૧/ ૨૦૧૭ થી નોંધેલ છે. આ કેસની સુનવણી તા. ૨૧.૧૨.૨૦૧૭ ના રોજ રાખવામાં આવેલ.

૨.૦. સુનવણી દરમ્યાન અરજદારે નીચે મુજબ રજૂઆત કરી.

- ૨.૧. અરજદારે ફોરમના હુકમથી નારાજ થઈ હાલની રજૂઆત કરેલ છે. અરજદારે રજૂઆત કરી કે ફોરમ દ્વારા કરવામાં આવેલ હુકમ અયોગ્ય, ગેરવ્યાજબી તથા દસ્તાવેજી પુરાવાને ધ્યાને લીધા વગર મનસ્વી રીતે કરેલ હોઈ, સદર હુકમ રદ કરવો.
- ૨.૨. અરજદારના વીજ સ્થાપન પર વર્ષ ૨૦૧૬ માં વીજભારમાં વધારો નોંધાવા બાબતનો સામાવાળાનો તા.૨૧.૦૩.૨૦૧૭નોપત્ર અરજદારને મળેલ હતો.અંગત કારણોસર અરજદાર તે અંગે યોગ્ય પ્રત્યુત્તર આપી શકેલ નહીં. ત્યારબાદ સામાવાળાની વર્તુળ કચેરી, નડિયાદ તરફથી તા. ૧૧.૦૭.૨૦૧૭ ના રોજ HT વીજ જોડાણ અંગેનું રૂ.૯,૭૩,૯૨૫/- નું અંદાજપત્ર અરજદારને મળેલ છે.
- ૨.૩. સામાવાળા વીજ કંપનીના તા.૨૧.૦૩.૨૦૧૭ ના પત્ર બાદ અરજદારે તેઓના પ્લાન્ટ પર તપાસ કરાવતાં જાણવા મળેલ કે તેઓના પ્લાન્ટ પર આકસ્મિક કારણોસર ઈલેક્ટ્રીસીયન હાજર ન હોવાના કારણે અને તે સમય દરમ્યાન કેપેસિટરમાં ફોલ્ટ થયા અંગેની જાણ જે તે સમયે અરજદારને થયેલ ન હોઈ, વીજભારમાં વધારો નોંધાયેલ હોવાની જાણ થયેલ છે. આથી અરજદારે નવા કેપેસિટર લગાવી તથા વાયરીંગ કામ પૂર્ણ કરી, જે તે ઈલેક્ટ્રીકલ યાંત્રિક ખામીઓને દૂર કરેલ, જેથી ટૈનિક પાવર ફેક્ટર અને વીજભાર સામાવાળા વીજ કંપનીના નિયમ પ્રમાણે, અરજદારના કરારીત વીજભાર 93 KW પ્રમાણે તેની આસપાસ નોંધાય છે. વર્ષ ૨૦૧૭ માં અરજદારના વીજ જોડાણમાં ક્યારેય પણ 93 KW ની આસપાસથી વધારે વીજભાર નોંધાયેલ નથી.
- ૨.૪. ત્યારબાદ અરજદારે સામાવાળા વીજ કંપનીની વિભાગીય કચેરી, નડિયાદ તથા ઠાસરા કચેરીને ઉપરોક્ત બાબત અંગેની જાણ તા. ૩૧.૦૭.૨૦૧૭ ના રોજ પત્ર દ્વારા કરેલ અને બાંહેધરી આપેલ કે અરજદારનો વીજભાર તેના નિયત વીજભાર મુજબ જ વપરાશ કરવામાં આવશે.
- ૨.૫. તા.૧૬.૦૮.૨૦૧૭ ના રોજ ઓગસ્ટ,૨૦૧૭ નું વીજબીલ રૂ.૫૦,૫૨૮/- નું અરજદારને મળેલ, જે બીલની રકમ તા. ૨૨.૦૮.૨૦૧૭ ના રોજ ભરપાઈ કરવામાં આવેલ તેમ છતાં સામાવાળા વીજ કંપની દ્વારા ઓગસ્ટ,૨૦૧૭ નું revised bill તા.૨૪.૦૮.૨૦૧૭ ના રોજ મોકલવામાં આવેલ જેમાં રૂ.૯,૭૩,૯૨૫/- HT વીજ જોડાણના અંદાજપત્ર પેટે સામેલ કરીને મોકલવામાં આવેલ છે.
- ૨.૬. અરજદારે તેઓના પ્લાન્ટ પર યાંત્રિક ખામીઓ દૂર કર્યા બાદ વર્ષ ૨૦૧૭ માં તેઓના વીજ સ્થાપન પર એક પણ વખત કરારીત વીજભાર 93 KW કરતાં વધુ નોંધાયેલ નથી. અરજદારને કોઈપણ પ્રકારના વધારાના વીજભારની જરૂર નથી. વીજ કંપની દ્વારા અરજદારને HT વીજ જોડાણ મુજબ ત્રણ વીજબીલો આપવામાં આવેલ હતાં, જે અરજદારે ભરપાઈ કરી દિધેલ છે. અરજદારને HT વીજ જોડાણની જરૂર નથી, તેમ છતાં સામાવાળા વીજ કંપની દ્વારા અરજદારને જબરજસ્તીથી HT વીજજોડાણમાં મૂકવામાં આવેલ છે.

અરજદાર તેઓની આર્થિક પરિસ્થિતિ મુજબ HT વીજજોડાણ અંગેનું અંદાજપત્ર ભરવા સક્ષમ નથી. અરજદારનો વીજભાર પણ 93 KW ની મર્યાદામાં નોંધવામાં આવે છે, જે સંજોગોમાં અરજદારે તેઓને LT વીજ જોડાણમાં જ ચાલુ રાખવા અરજ કરી.

- ૨.૭. અરજદાર સામાવાળા વીજ કંપનીને તેઓ ફરી વખત વીજભારમાં વધારો નહીં કરે તે મુજબની બાંહેધરી લેખિતમાં આપવા તૈયાર છે.
- ૨.૮. અરજદારે જણાવેલ કે ક્વોરીનો ઉદ્યોગ હાલ મંદીની ઝપટમાં છે. નોટબંધી તથા GST ના ભારના કારણે મંદીના કારણોસર અરજદારની હાલત કફોડી બની છે. આ સંજોગોમાં અરજદાર HT વીજ જોડાણ અંગેનું અંદાજપત્ર ભરવાઈ કરવા સક્ષમ નથી. જેથી અરજદારે તેઓને LT વીજ જોડાણ હેઠળ ચાલુ રાખવા વિનંતી કરી.
- ૨.૯. અરજદારે ફોરમનો હુકમ રદ કરી તેઓના વીજ જોડાણને LTMD tariff હેઠળ ચાલુ રાખવા ન્યાયિક હુકમ કરવા વિનંતી કરી.
- ૨.૧૦. અરજદારે તા.૧૫.૧૨.૨૦૧૭ ના રોજ નીચે મુજબ રજૂઆત કરી.
 - (૧) અરજદારની મહત્તમ વીજમાંગ કરારીત વીજમાંગ કરતાં વધુ નોંધાયેલ હોઈ સામાવાળા દ્વારા બે વખત નોટીસ આપવામાં આવેલ છે. તા.૦૫.૦૧.૨૦૧૭ના રોજ જુલાઈ, ૨૦૧૬થીડિસેમ્બર, ૨૦૧૬ દરમિયાન પાંચવખત મહત્તમ વીજમાંગ નોંધાયેલ છે. તા.૨૧.૦૩.૨૦૧૭ની નોટીસ મુજબ ઓક્ટોબર, ૨૦૧૬ થી માર્ચ, ૨૦૧૭ દરમિયાન પાંચ વખત મહત્તમ વીજમાંગ નોંધાયેલ છે. સદર બીજી નોટીસમાં ત્રણ માસનું પુનરાવર્તન થયેલ છે. તા.૨૧.૦૩.૨૦૧૭ ની નોટીસમાં જણાવ્યા પ્રમાણે બાંહેધરી પત્ર આપવા દર્શાવેલ છે કે વીજમાંગ 100 KW થી વધુ નહીં જાય, તેનું અરજદારે પાલન કરેલ છે, અને માર્ચ, ૨૦૧૭પછી ક્યારેય પણ અરજદારની વીજમાંગ કરારીત વીજમાંગથી વધારે નોંધાયેલ નથી.
 - (૨) મે, ૨૦૧૬ થી ડિસેમ્બર, ૨૦૧૬ દરમિયાન નોંધાયેલ વધારે વીજભારના કારણે અરજદારને LT વીજ જોડાણમાંથી HT વીજ જોડાણમાં તબદીલ કરવાનું અંદાજપત્ર તા.૦૩.૦૭.૨૦૧૭ ના રોજ આપવામાં આવેલ છે.
 - (૩) અરજદારનો કરારીત વીજભાર હકીકતમાં સપ્ટેમ્બર, ૨૦૧૧ પછી 93 KW+ 2 KW = 95 KW હોવો જોઈતો હતો. જે સામાવાળા વીજ કંપની દ્વારા બીજી વીજ જોડાણનું મીટર આશરે છ-સાત વર્ષ પછી HT વીજ જોડાણનું અંદાજપત્ર આવ્યા બાદ દૂર કરેલ છે. અરજદારે સદર વીજ જોડાણ ગ્રાહક નં. ૦૫૦૧૩/૦૦૭૩૮/૦ ના બીલની નકલ રજૂ કરી.
 - (૪) તા.૨૧.૦૩.૨૦૧૭ ની સામાવાળાની નોટીસ મળ્યા બાદ અરજદારની મહત્તમ વીજમાંગ કરારીત વીજભાર કરતાં વધુ નોંધાયેલ નથી, તેથી અરજદારના વીજ જોડાણને LT માંથી HT માં તબદીલ કરવાનો પ્રશ્ન રહેતો નથી.

- (૫) નાણાંકીય વર્ષમાં કરારીત વીજભાર કરતાં વીજભાર 5% કરતાં વધારે નોંધાયેલ હોય તો નિયમ મુજબ નોટીસ આપ્યા બાદ કાર્યવાહી કરી શકાય. સામાવાળા દ્વારા નોટીસ આપ્યા બાદ એપ્રિલ, ૨૦૧૭ પછી ક્યારેય વીજમાંગ કરારીત વીજભાર કરતાં વધારે નોંધાયેલ નથી.
- (૬) સામાવાળા દ્વારા HT વીજ જોડાણ અંગે અપાયેલ અંદાજપત્ર estimate ના પેરા નં.૧૦ તથા ૧૧ સાથે સુસંગત નથી. તેમજ હાલમાં જે LT વીજ જોડાણ છે તે સ્થળે અને તે હેતુ માટે HT વીજ જોડાણનું અંદાજપત્ર આપવામાં આવેલ છે. સર્વિસ જોડાણ ચાર્જ, ઈન્ફ્રાસ્ટ્રક્ચર ચાર્જ, હયાત અનામતની રકમની ગણતરી સદર અંદાજપત્રમાં લેવાયેલ નથી. આમ અંદાજપત્ર ખોટું બનાવેલ હોઈ, રદ થવા પાત્ર છે.
- સપ્ટેમ્બર, ૨૦૧૧થીઅમલમાં આવેલ ટેરીફનાહુકમ મુજબ સામાવાળા વીજ કંપનીએ કાર્યવાહી કરીને વીજબીલો બનાવવા જોઈતાં હતાં. પરંતુ સામાવાળા દ્વારા તેમ કરવામાં આવેલ નથી, જેથી કરીને HT વીજ જોડાણના અંદાજપત્રની ગણતરી ભૂલ ભરેલી હોઈ, રદ થવા પાત્ર છે.
- (૭) સામાવાળા વીજ કંપની દ્વારા HT વીજ જોડાણનું અંદાજપત્ર આપ્યા અગાઉ LT વીજબીલને બદલે HT વીજ ગ્રાહક તરીકે વીજબીલો આપવામાં આવેલ છે, જેને રદ કરવા અરજ કરી.
- (૮) અરજદારને LT વીજ જોડાણમાં HT વીજબીલ મુજબ સુધારીને આપવામાં આવેલા વીજબીલમાં 9.045% વધારાના ચડાવવામાં આવેલ છે, જે સુસંગત નથી. જે અંગે અરજદારે ગુજરાત વિદ્યુત નિયંત્રક આયોગના ટેરીફ ઓર્ડર તા.૧૫.૧૧.૨૦૧૬ માં દર્શાવેલ LT network ના 9.55% મુજબની રજૂઆત અસ્થાને હોવાનું જણાવેલ. અરજદારે સદર બાબત અંગે ગુજરાત વિદ્યુત બોર્ડ વખતની Condition No.20(v) Condition of Supply ને ધ્યાને લેવા જણાવેલ સદર HT વીજબીલની ગણતરી અંગે અરજદારે વાંધો ઉઠાવી સદર રજૂઆત કરેલ, અને આમ HT વીજબીલની ગણતરી અંગેના મુદ્દાઓ રજૂ કરેલ. અરજદારે, તેઓને આપવામાં આવેલ HT વીજબીલ તથા HT વીજ જોડાણ અંગેનું અંદાજપત્ર રદ કરવા વિનંતી કરી.

2.11. On 30.12.2017 Appellant has filed rejoinder as under:

- (1) The estimate for LT to HT connection is given by Respondent according to....
- the notice dated 12.07.2016.
 - the excess drawl for the period May,2016 to Dec.2016.
 - and as per Technical Circular No.75 dated 01.04.2016.
 - estimate is served as per Section 4.95 of Supply Code, 2015.

- (2)(a)The notice served as per above para (a) mentioning the Section 8.3.4 of Supply code 2005 and while estimate issued on the basis of Section 4.95 of Supply Code 2015. The notice is served under Section 8.3.4 of Supply Code 2015 which is being repeal as per Section 9.18 of Supply Code,2015. Therefore, Appellant has argued the validity of estimate.
- (b)The notice for enhancement of contract demand should have been served in April, looking to the MD recorded in the past financial year asper Section 4.95 of Supply Code, 2015. The first notice can be served after financial year 2016-17 i.e. in April,2017. Appellant has put arguments regarding validity of notice served on 12.06.2016.
- (c)The estimate is served as per Technical Circular No.75 dated 01.04.2016, which is not available on website of Respondent. Appellant has argued against the validity of contents of the Circular. He has also put up the issue that erstwhile GEB circulars are not discarded. Therefore, they are valid as on today. It is submitted that as per above technical circular notice should have been served after 01.04.2017, while Respondent has revised HT bill for the month of July,2016 to September,2016, which is contradictory in implementation of Circular.
- The HT bills were issued for the months of July,2016 to August,2016 on recording by LT meter which are not valid as per Section 4.95 of Supply Code,2015.
- (d)The estimate is served for LT to HT connection, but it is served as a new HT connection. The estimate is prepared on the basis of standard cost data. As per Regulation 9 of 2005, approved cost data may be available on website of Respondent. Therefore, in absence of approved cost data, it

is difficult to verify the estimated amount as per Clause No. 4.82 of Supply Code,2015.

- (3)(i) It was argued on date of hearing that there was no complaint regarding working of static meter by Appellant as per submission made by Respondent on 20.12.2017 prior to issue of estimate.
- (ii) It is stated that MRI billing data was first time received by Appellant after 23.11.2017, which contains billing data only and not total MRI data. While going through the MRI data of L&T meter it is submitted as under:
- (a) KWh registered and KVARh registered in the meter are used for deriving the apparent KVA and accordingly forward Power Factor is noted in the meter.
- (b) The MD recorded for KW and KVA are not at the same time and date but at different time and different date. Hence to arrive for contract demand for HT supply these data are to be used correctly and in correct technical manners.
- (c) The sample comparison of MRI billing data for the period 01.08.2017 to 01.09.2017 was considered by Appellant and argued against the arrival of contract demand of 160 KVA. The excess KVA drawl as per billed data is 124 to 134 during period 15.06.2017 to 16.08.2017, while as per MRI data of MD rest during the period 01.06.2017 to 01.09.2017 it is 117.8 to 121.8 KVA. But in suo motto estimate Respondent has issued for 160 KVA contract demand.

According to above observations, estimate is liable to cancel.

- (4) It is submitted that Appellant has represented before CGRF for the subject matter of estimate only, because the bill issued on HT tariff basis were paid by Appellant and

Appellant felt that the subject matter was over. But, estimate was served by Respondent in the month of July,2017 after ten months. It is submitted that appellant was not sure about the derived HT bill correctness prior to representation before Ombudsman. Therefore, it is prayed to consider the correctness of billing and to decide the validity of the same.

- (5) In reply to letter dated 20.12.2017 of Respondent, Appellant has stated that by mentioning the individual consumer who has opted from LT to HT connection, Respondent should not create indirect mental pressure to pay the false estimate.
- (6) It is submitted that Appellant is having stone crushing industries having high torque machinery and low speed motors. The starting current is about 6 to 7 times full load current of the capacity of the motor. It takes 1 to 1.5 minute to attain full speed at the time of starting. Power supply is being fed from Jyotigram feeder and interruptions are high. Any consumption recorded during time interval of 30 minutes in the base of MD for the billing i.e. twice the quantum of consumption. Appellant has submitted illustration and stated that total MRI data can reveal the cause of high MD on account of interruptions. This also needs to be given due consideration in deciding the excess drawl.
- (7) Appellant has requested to consider the prayer including refund of amount paid against the estimate with interest.

3.0. Respondent has represented the case as under:

- 3.1. Appellant M/s. R.K. Metals Enterprise is LTMD consumer under Thasara sub-division Office, bearing consumer No.05013/00737 /2, having contracted demand of 93 KW.
- 3.2. During financial year 2016-17, Appellant's recorded billing demand is exceeded 5% i.e. in comparison to contract demand more than four times. The maximum demand drawl history submitted by Respondent is as under:

TABLE-I

Billing month	Demand Recorded in KW	Demand recorded in KVA	Average Power Factor	% excess demand in KW
April,2016	105	131	0.80	12.90
May,2016	130	162	0.80	39.78
June,2016	120	150	0.80	29.03
July,2016	108	135	0.80	16.13
Agu.2016	120	150	0.80	29.03
Sept.2016	111	138	0.80	19.35
Oct.2016	100	125	0.80	7.53
Dec.2016	115	143	0.80	23.66
Jan.2017	98	122	0.80	5.38
Feb.2017	99	120	0.80	6.45
March,2017	90	111	0.80	-3.23
April,2017	92	112	0.80	-1.08
May,2017	93	117	0.80	0.00

It is stated that during the year 2016-17 the demand drawl has crossed the limit of 5% more than seven times.

- 3.3. It is submitted that Respondent had issued notice to Appellant to control the load demand at his location. Vide letter dated 12.07.16, 29.07.16, 09.09.16, 05.01.17 and 21.03.17. Respondent has issued notice for observation of load demand and to control the same or to regularise the recorded load demand.
- 3.4. It is observed that during financial year 2016-17, load demand drawl has exceeded the limit of 5% of contracted demand for total seven times, therefore, as per Supply Code Regulation, 2015, Clause No. 4.95 Respondent has initiated the action for regularization of load demand of Appellant.
- 3.5. As the Appellant does not come forward for regularization of his contracted demand the Suomoto action has been initiated by Respondent to enhance the contracted demand considering the average of four times maximum demand.

Billing month	Demand recorded in KW	Demand recorded in KVA	Average Power Factor	% excess demand in KW
May,2016	130	162	0.80	39.78
June,2016	120	150	0.80	29.03
Aug.,2016	120	150	0.80	29.03
Dec.2016	115	143	0.80	23.66
Average	121	151	0.80	30.38

The estimate for peak demand of 160 KVA (from May,2016 to December,2016) is considered and issued vide letter No.3226 dated 03.07.2017 having total estimated amount of Rs.9,73,925/-.

- 3.6. Appellant has not paid the estimated amount within time limit of 30 days, therefore the estimated amount was debited to regular energy bill of Appellant for the month of August,2017 and Appellant was informed to pay this bill vide letter No.3818 dated 24.08.2017. Aggrieved by the said action of Respondent, Appellant had approached before CGRF vide his grievance dated 29.08.2017.
- 3.7. Aggrieved by the CGRF order, Appellant has filed present representation before Ombudsman by paying 33% amount as per Forum order.
- 3.8. Vide letter dated 30.08.2017, Appellant has submitted that he was not aware of the failure of capacitor at his location and now he has replaced the capacitor and control the maximum demand by improving power factor. The arguments mentioned by Appellant are not accepted by Respondent and it is submitted that as per MRI data there is no improvement of Power Factor at location of Appellant.
- 3.9. It is submitted that meter was replaced on 27.09.2017 by new GPRS meter Sr.No.MWCT00151 and MRI data of said meter is also retrieved. From the MRI data it is very clear that Power Factor of Appellant is less than 0.8. So it is clear that argument of controlling maximum demand by installing new capacitor is invalid. Further it is stated that in energy bill of every month Appellant has paid reactive energy charges as per tariff without any objection.
- 3.10. (A) It is submitted that suo motto HT connection process was carried out based on the maximum demand recorded during the period April,2016 to Decembere,2016 and as per Clause

No. 4.95 of Supply Code,2015. Suo motto HT proposal was not prepared based on the notice dated 21.03.2017.

- (B) It is submitted that maximum demand up to 100KW can be utilized under LT category connection. In the case of LT to HT connection the amount paid such as line charge, service connection charge at the time of availing LT connection are not refundable. The security deposit paid under LT connection is refundable as per the regulatory norms.
- (C) As per arguments as per Para 2.10(3), if contracted load of $93\text{KW} + 2\text{ KW} = 95\text{ KW}$ is to be considered then also maximum demand recorded is exceeded above 5% during the year 2016-17.
- (D) Respondent has referred the other LT connections who have opted for HT connection under the records of maximum demand higher than permissible limit under LT category and paid the estimated amount for HT connection as per norms.

3.11. It is not true that the estimate for HT connection issued by force, but it is issued as per the provisions of Supply Code Regulation, 2015 for violation in contracted demand observed for more than four times.

The excuse mentioned related with demonetization, GST charges and economical condition of Appellant cannot be allowed for non-payment of estimated amount as estimate is issued as per the continuous violation observed in contracted demand of Appellant.

3.12. On 08.01.2018, Respondent has submitted rejoinder and stated as under:

- (1) The estimate for LT to HT connection is issued according to excess drawl during the financial year 2016-17 for the period May,2016 to December,2016 as per Section 4.95 of Supply Code Regulation 2015 and as per Technical Circular No.75.

- (2) The excess drawl sheet of contracted demand is submitted and it is stated that as per the earlier Supply Code Regulation, 2005 and as per Section No. 8.3.4 permissible limit up to 10% which was now as per Clause No. 4.95 of Supply Code, 2015 is 5%. The notices issued are valid as Appellant has drawl excess demand more than 10% during the above period.
- (3) As per Clause No. 4.95 of Supply Code,2015 Appellant is allowed to draw excess demand by 5% or more at least for four times during the financial year. Every time, when Appellant drawl excess demand, the notice is issued to Appellant to control the contracted demand or to regularize the demand and bill is served as per appropriate tariff. As Appellant has not responded for regularization of his contracted demand, action for Suo moto HT connection is initiated, on completion of financial year 2016-17, in the month of June,2017.
- (4) It is submitted that Technical Circular No. 75 is for internal circulation of Respondent, which is not uploaded on website.
- (5) The billing under HT tariff with LT metering is done as per Clause No. 3.2 of Supply Code,2015 as per particular class of voltage and as per actual MD recorded. It is submitted that as per tariff order of 2016-17, GERC has approved LT network losses is 9.55%. So whatever billing is done for actual demand exceeded more than 5%, is as per Clause No. 3.2 of Supply Code and as per approved tariff for the year 2016-17.
- (6) The estimate is prepared for LT to HT connection for 93 KW contracted demand in LTMD category having peak average demand (from May,2016 to December,2016) of 160 KVA as

per standard cost data and all items are narrated in the estimate.

(7) The Appellant has never made complaint regarding working of static meter in past. Appellant has never demanded for MRI data in past. As Appellant is LTMD consumer, the billing period is monthly i.e. billing is of 15th of every month, so at the time of billing billed MD is considered which is maximum MD recorded for previous month between two reset date. It is stated that maximum demand recorded is in KW. The KVA MD is calculated according to instantaneous P.F. and KW. Therefore, it is possible that KW MD is high if power factor is high, in comparison with KW MD with less Power Factor and KVA recorded at different time. For example, if MD is 100 KW and P.F. is Unity then KW=KVA. On other time if MD recorded is 90KW and P.F. is 0.8, then KVA MD = $90/0.8 = 112.5$ KVA. Means KW MD and KVA MD may be at different time depends on P.F. value.

(8) In reference to arguments of Appellant for MD recorded and interruptions it is submitted that the concept of MD (maximum demand) is “it is average of MD integration period”. In this three phase LT static meter installed at the premises of Appellant has 30 minutes MD integration period. So recorded MD is an average of each 30 minutes interval and not the momentary starting current. For example: If the meter has MD 100 KW for 10 minute, 30 KW for 10 minutes and 20 KW for 10 minutes then MD will not be recorded peak 100 KW but it will be recorded average of 30 minute i.e. $100(10) + 30(10) + 20(10)/30 = 50$ KW.

3.13. It is submitted that the estimate issued by Respondent is as per the provision of 4.95 of Supply Code Regulation,2015. Therefore, the action taken by Respondent is valid and as per norms.

:: 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. Respondent had issued an estimate as per Clause 4.95 of Supply Code 2015, which was not paid by Appellant and prayed before Respondent to cancel the estimate. Thereafter, Appellant had filed grievance before CGRF against the estimate issued for HT connection. CGRF, while dealing the above grievance has directed Appellant vide order dated 04.10.2017 that Appellant has crossed maximum demand more than limit of 5% for the month of April, 2016 to December,2016, and therefore Respondent has processed the suo motto HT application for contract demand of 160 KVA as per Clause 4.95 of Supply Code, 2015 and issued an estimate, which is in order.
- 4.2. In initial representation dated 10.11.2017 Appellant had challenged the issue of estimate under LT to HT connection of 160 KVA and requested to cancel the CGRF order and to continue LTMD tariff LT connection of Appellant. Subsequently Appellant had submitted rejoinder on 15.12.2017 and put up the contentions related with (a) issue of notices to control the contracted demand (b) preparation of estimate under LT to HT connection with standard cost data (c) preparation of HT bills with LT meter/revision of bills under HT tariff. Again vide letter dated 30.12.2017, Appellant had raised the issue related to excess drawl of maximum demand and estimate issued by Respondent as per Technical Circular No. 75 dated 01.04.2016 and as per Clause 4.95 of Supply Code 2015. Appellant has also raised technical question in relation to arriving contract demand of 160 KVA under HT application as per MRI data.

- 4.3. As per original representation, prayer of Appellant is related to cancellation of estimate for HT connection only and CGRF has also deal the said issue. HT billing related grievance was not a part before CGRF as well as before Ombudsman and said HT billing related issues were raised subsequently by Appellant along with present prayer to cancel the CGRF order as well as to cancel the estimate of HT connection. Therefore, from above overall representation, it is required to deal with the limited portion whether estimate issued by Respondent is as per regulatory norms or otherwise.
- 4.4. To deal with the issuance of estimate for HT connection it is relevant to refer Clause 4.95 of Supply Code Regulation, 2015.

Clause 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 the 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.

In case of non-Demand Based LT connections, review of Contracted Load/ Sanctioned Load shall be carried out once in a financial year and if it is found that connected load on such type of connection is 25% or more than the Contracted Load/ Sanctioned Load in case of Residential Consumers and 10% or more than the Contracted Load/ Sanctioned Load in case of other categories of consumers, the licensee shall issue a 60-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 Contracted Load/ Sanctioned Load to the load found at the time of inspection. In such case, the consumer shall be liable to pay all applicable charges as per provisions of this Code for regularization of the enhanced load. The enhanced load will be considered as revised Contracted Load/ Sanctioned Load on receipt of such charges and all provisions of agreement shall be applicable to such consumers for revised Contracted Load/ Sanctioned Load.

Appellant is a LTMD consumer of Respondent for stone crushing industries at village Malvan, bearing consumer No. 05013/00737 /2, having contracted demand of 93 KW.

First time Respondent has issued notice on 12.07.2016 with subject to recording of higher maximum demand against contracted demand i.e. 93 KW. In the notice, Respondent has referred the Clause 8.3.4 of Supply Code, 2005 as well as Clause 3.2 of Supply Code 2005, and informed the Appellant to control the contracted demand, otherwise Appellant should have applied for HT connection. As per notice, Respondent has referred Clause 3.5.1 of Supply Code and informed Appellant to submit undertaking within 30 days for option under HT connection. In the said notice, Respondent has shown month from January,2016 to June,2016 and observed maximum demand MD for the month of April,2016 – 105 KW, May,2016 - 130 KW and June,2016 – 120 KW against contracted demand of 93 KW.

Similarly, Respondent has issued notice on 29.07.2016 and observed maximum demand MD for the month of February,2016 to July,2016. Vide notice dated 09.09.2016, Respondent has observed maximum demand for the period March,2016 to August,2016. Vide notice dated 05.01.2017 Respondent has observed maximum demand for the period July,2016 to December,2016. Vide notice dated 21.03.2017 Respondent has observed maximum demand for the period October,2016 to March,2017.

Respondent has issued sequence of notices to Appellant to control his contracted demand or to apply under HT category connection with submission of undertaking, but appellant has neither replied to Respondent for the same nor applied for HT connection. It is surprising to note that even after receiving the notices Appellant has not control his contracted demand under LT category connection. Thus, Appellant has grossly violated the conditions under LT category connection up to 100 KW contracted demand of LTMD tariff.

- 4.5. The argument in reference to notice issued mentioning Clause 8.3.4 and Clause 3.1.2 of Supply Code, 2005, in which it is required to read the said Clause.

Clause 8.3.4:

The Consumer shall not exceed the contracted load beyond 10% limit without the specific permission of the Distribution Licensee. The Consumer shall not add, alter, and / or extend the electrical installation beyond the agreed contract demand without the permission of the Distribution License.

Clause 3.1.2:

The rated voltage of the AC supply should be as follows:

- (b) 400V - Three Phase
For all installations exceeding 6 KW of connected load (motive power load exceeding 2 HP and up to 150 HP in the aggregate) and up to 100 KVA/Kw of contracted demand.
- (c) 11 KV and 22KV Three Phase
For all installations with Contract Demand exceeding 100KVA/KW and upto 4000 KVA/KW.

In reference to Clause 8.3.4 of Supply Code, 2005, Appellant shall not exceed the contracted load beyond 10% limit without permission of Respondent.

Clause 3.1.2 speaks about classification of consumer and as per said Clause Appellant comes under LT category consumer subject to maximum demand not exceeding 100KW.

As per say of Appellant, said above provision repeal in turn of publication of new Supply Code Regulation Notification 4 of 2015 with effect from September, 2015. It is, therefore, necessary to refer the relevant provisions of Supply Code Notification 4 of 2015.

Clause 4.95 of Supply Code, 2015 speaks about the guidelines to be followed by parties.

Regarding excess in contracted demand, up to 10% of contracted demand is allowable limit previously as per Clause 8.3.4 of Supply Code, 2005, but it was restricted up to 5% of contracted demand w.e.f. September,2015, i.e. publication of Supply Code, 2015.

Therefore, Appellant has to control his Maximum Demand as per his contracted demand and necessary steps would have to be initiated, and in the same way Respondent should have intimated about any violation in contracted demand to Appellant, which Respondent has done in this case with mentioning Clause 8.3.4 and Clause 3.2 of Supply Code, 2005, but contents of notice itself inform the Appellant to act and regularise his contracted demand. Respondent had intimated such notice at almost regular interval with recording month-wise maximum demand, but Appellant had neither responded to Respondent nor Appellant had process for regularization of his contracted demand, which proves gross negligence on part of appellant.

- 4.6. Against the arguments of capacitor failure at location of Appellant and on replacement of capacitor, Power Factor was improved and due to that reason, excess maximum demand was recorded, Respondent has submitted MRI data and replied that Power Factor was not improved. On verification of MRI data of L&T meter Sr.No. 08174380 it is revealed that Power Factor remains in range of 0.679 to 0.797 in the monthly energy consumption reset-wise from 01.10.2016 to 01.09.2017. Thus arguments concerned for improvement of Power Factor is not acceptable. It is proved that Appellant has used excess energy and maximum demand recorded as per Table-1, Para 3.2, is as per its use.
- 4.7. Question for arrival of contracted demand for 160 KVA raised by Appellant, in which Respondent has referred Clause 4.95 of Supply Code, 2015 and tabulated as under for arrival of contracted demand of 160KVA.

Maximum Demand for four months has taken into consideration, which are as under:

Month	Demand recorded in KW	Demand recorded in KVA	Average Power Factor	% excess demand
May,2016	130	162	>0.8	39.78
June,2016	120	150	0.8	29.03
Aug.2016	120	150	0.8	29.03
Dec.2016	115	143	0.8	23.66
Average	121	151	0.8	30.38

On reading of Clause 4.95 and as per records of maximum demand as above, average 151 KVA demand should be taken into consideration for the purpose of conversion of LT supply into HT supply. Rounding to 151 KVA, 150KVA contracted demand is a valid contracted demand for processing under HT connection.

- 4.8. The arguments in relation to estimate, Respondent has issued estimate under Suo motto LT to HT connection on 03.07.2017. As per condition of estimate it is a approximate estimate. Final bill should be worked out after completion of actual work. Approved standard cost data is not available on website of Respondent and it is not provided by Respondent for verification of item-wise cost. It is directed that Respondent should have approved standard cost data available on website of Respondent as well as it should be provided to Appellant as per demand and at a reasonable charge in accordance with provision of Section-6 of Notification No.9 of 2005.
- 4.9. In above circumstances, summary of observations is as under:
- * Appellant has utilised energy and maximum demand which is more than 5% excess of contracted demand continuously from April,2016 to October,2016 and December,2016.
 - * Appellant has also not controlled his contracted demand even after several notices issued by Respondent and not responded to Respondent for regularization of his contracted demand.

- * MRI reports monthly maximum demand recorded proves the excess recording of maximum demand more than 5% of contracted demand.
- * Monthly consumption analysis as per MRI data does not proves argument of improvement of Power Factor as stated by Appellant. After March,2017 onwards Appellant has controlled his contracted demand.
- * In above criteria, the action taken by Respondent to process the HT application and issue of estimate is justified. The contracted demand for HT connection should be taken as 150KVA based on an average of maximum recorded demand for four months.

4.10. Respondent is directed to correct the contracted demand and issue estimate accordingly as per Clause 4.95 of Supply Code, 2015.

4.11. The issues related with preparation of HT billing as narrated by Appellant are not contended before CGRF and not decided by CGRF. Therefore, on that ground, issues regarding billing are not valid and not maintainable to decide.

4.12. I order accordingly.

4.13. No order as to costs.

4.14. With this order, representation/Application stands disposed of.

(Dilip Raval)
Electricity Ombudsman
Gujarat State

Ahmedabad.
Date: 15.01.2018.