



GUJARAT ELECTRICITY REGULATORY COMMISSION
OFFICE OF THE ELECTRICITY OMBUDSMAN
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ગુજરાત વિદ્યુત નિયંત્રક આયોગ
વિદ્યુત લોકપાલની કચેરી,
બેરેક નં. ૩, પોલિટેકનીક કંપાઉન્ડ, આંબાવાડી,
અમદાવાદ-૩૮૦૦૧૫. ફોન: +૯૧-૭૯-૨૬૩૦૨૬૮૯

No. Ombudsman/56
Date: 11.06.2024

To
✓ The Secretary
Gujarat Electricity Regulatory Commission
GIFT CITY, GIFT ONE, 6th floor,
Road 5C, Zone 5, GIFT One
GANDHINAGAR-382355.

Sub: Annual report on all representations filed before the Electricity Ombudsman and general review of activities for the year 2023-2024.

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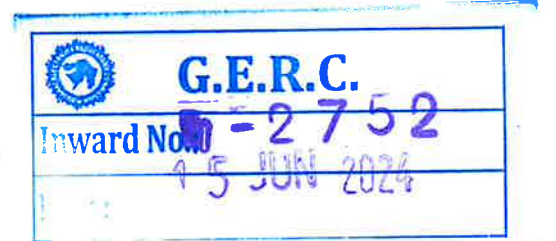
With reference to above mentioned subject, please find enclosed herewith Annual Report for the F.Y. 2023-2024 consist of report for 1st Half Year and 2nd Half Year of 2023-2024 separately, on all representations filed before the Electricity Ombudsman, along with general review of activities, as provided in Chapter 3.54 of GERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2019, Notification No. 02 of 2019, for further necessary action.



(P.A.Vaghela)
Electricity Ombudsman, Ahmedabad

Encl: As above.

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REPORT FOR THE
FIRST HALF OF THE YEAR 2023-24
(April, 2023 TO September, 2023)

(1) **Activities of the office of the Electricity Ombudsman, Ahmedabad under Section 42(6) of the Electricity Act, 2003.**

The Gujarat Electricity Regulatory Commission has established office of the Electricity Ombudsman, Ahmedabad which is an appellate authority to file appeal/representation against the order passed by the Consumer Grievances Redressal Forum of Distribution Licensees.

The reports of general review of the activities of office of the Electricity Ombudsman, Ahmedabad for the First Half of Year 2023-2024 (April, 2023 to September, 2023) as provided in Regulation 3.51 of GERC Notification No.02 of 2019 is as under:

The awareness amongst the Electricity Consumers regarding their right is gradually increasing. A large number of grievances are presented before the Consumer Grievances Redressal Forums (CGRF). The Consumer Grievances Redressal Forums are disposing of grievances generally in schedule time. However, with increase in awareness, some of the consumers, who are not satisfied by the order of CGRF, are filing their representation before the Electricity Ombudsman, Ahmedabad under Section 42(6) of The Electricity Act, 2003. However, aggrieved by the order of the Electricity Ombudsman, Ahmedabad dissatisfied parties are filing writ petition before Hon'ble High Court of Gujarat in certain cases.

(2) **Forum-wise status report of representations filed before the Electricity Ombudsman, Ahmedabad against CGRF Decisions during the FIRST HALF OF THE YEAR 2023-24, is enclosed as Annexure -I.**

(3) **Status of Review of Application:**

The details of review applications were filed by the party as per Clause No. 3.47 of GERC (Regulation-2019) Notification No. 02 of 2019 are stated in table below:

Sr. No.	Case No.	Decision.
1.	49/2022	Original order stands.
2.	3/2023	Review pending.
3.	8/2023	Review pending.

Opinion of the Ombudsman regarding non-compliance of standard of performance by Licensee:

- Order-wise comments of Ombudsman and response of Licensee in redressal of grievances are stated in the table provided in Annexure-I.
- Hon'ble Gujarat Electricity Regulatory Commission had published Notification No.2 of 2019 (CGRF & Ombudsman) Regulations 2019 superseding earlier Notification No.2 of 2011. These Regulations provides effective mechanism to dispose of grievances timely and effectively and implementation of order within specified time limit.

(4) **Other Activities:**

- 1) Orders of Ombudsman are being uploaded on website of GERC.
- 2) Hearing schedule is also displayed on website of GERC.
- 3) Monitoring of implementation of Ombudsman/CGRF orders and related activities.
- 4) Providing general guidelines to applicants who approach before Ombudsman.
- 5) Monitoring of cases challenged before Hon'ble High Court by parties.
- 6) At every Quarter, details of implementation of order of Ombudsman are asked from the Licensees to analyze the implementation of CGRF/ Electricity Ombudsman order.

- 7) Reply provided to RTI applications received by the office of the ombudsman from time to time
- 8) The process for the hiring of the new office premises at BHARAT SANCHAR NIGAM LIMITED, Ground Floor & First Floor, CMTS Building, Vastrapur Telephone Exchange, Bimanagar, Jeevandhaam Road, Ahmedabad-380015 was done, the rent agreement executed on 06.09.2023.
- 9) The preparation of the scope of civil work has been done in consultation with UGVCL and as per the directive of the Hon'ble Gujarat Electricity Regulatory Commission, the tender process initiated and finalized the civil renovation work for rented premises.
- 10) The civil renovation work is under process.
- 11) The process of hiring of Architect/ Interior designer was initiated as per the directive of the Hon'ble Gujarat Electricity Regulatory Commission in consultation with UGVCL.

REPORT OF ACTIVITIES OF THE OFFICE OF ELECTRICITY OMBUDSMAN, AHMEDABAD FOR THE FIRST HALF OF YEAR 2023-2024 (APRIL, 2023 TO SEPTEMBER, 2023) AS PER CLAUSE 3.51 OF GERC NOTIFICATION NO. 2 OF 2019:

Annexure-I:

Sr. No.	Case No.	Name of Applicant	Forum Concern	Subject	Comments of Ombudsman	Response of Licensee
1	36/20 22	M/s. Laxmiba Textile C/o. Shri Ishwarbhai Madhubhai Narola	DGVCL, Surat	Estimate Related	The Appellant has filed the representation seeking relief against the recovery of the amount shown in the estimate, by the Respondent for providing a new HT connection. As per the representation, the Appellant has disputed the recovery of amounts like Pro-rata charges of Rs.3,90,500/- and line charges of Rs.8,73,352/- and argued that the Respondent has wrongly recovered the aforesaid amount in the estimate. Consumer Grievance Redressal Forum, Surat has decided the aforesaid subject issue for recovery of per KVA cost for laying of the underground cable network in the case of the Appellant and observed the recovery made by the Respondent is as per the relevant provisions framed by the Gujarat Electricity Regulatory Commission as well as the guideline framed by the Respondent. No error is found in the order passed by Consumer Grievance Redressal Forum, Surat. The representation file by the Appellant and prayer sought by the Appellant is dismissed accordingly.	
2	40/20 22	Shri Pravinbhai Parsottambhai Joshi	UGVCL, Mahesana	Tariff Related	The Appellant has prayed before the Ombudsman to instruct the Respondent to prepare the electricity bill for their agriculture connection having consumer no.	

					73917/00119/5 with HP tariff rather than meter tariff. The agriculture connection of the Appellant is released under the Meter tariff by the Respondent, the subsequent load extension process was done considering the meter tariff. As per the GERC Petition No. 19/1999 tariff order dated 10.10.2000, the agriculture connection of the Appellant is eligible to be billed as per meter tariff. Hence, no error was found in the order issued by the CGRF, UGVCL, Mahesana. The prayer of the Appellant is not accepted.
3	45/20 22	Shri Niteshkumar Chinubhai Thakkar C/o. Nilkanth Rice Mill	MGVCL, Vadodara	Estimate Related	<p>The Appellant is a consumer of the Respondent having a contracted load of 100KW under LTMD Tariff with Consumer No.50801/02219/3. The Appellant has challenged the Suo-Moto estimate issued by the Respondent to regularize the electricity load before Consumer Grievance Redressal Forum, MGVCL, Vadodara, and against the order of CGRF, MGVCL, Vadodara, the Appellant filed a representation before Electricity Ombudsman, Ahmedabad and prayed that he wants to continue consumption of electricity as per the contracted demand of 100KW under the LT connection and he does not require HT tariff connection as per the contract demand of 120KVA as proposed by the Respondent.</p> <p>This case has having different and distinct merits, it appears that, the Appellant didn't follow the Undertaking/Statement submitted before the CGRF i.e. 26.08.2022 in true spirit, as submitted by the Respondent, the actual demand recorded for the month of December-2022 and February-2023 exceeded the contracted demand by more than 5%, the Appellant didn't oppose about such submission of the Respondent. It is also noted that the Appellant has opted seasonal tariff, accordingly the actual demand during the 'ON Season' period exceeded the contracted demand whereas during 'Off Season' period actual demand was within contracted demand wherein other cases, the Appellant had consumed exceeding contracted demand in particular Financial Year, however in subsequent financial years, they have restricted their actual demand within contracted demand.</p>

					Therefore the decision of other cases can't be applicable to this case. The procedure adopted by the Respondent for regularization of the excess demand is as per the provision under clause no. 4.95 of the Hon'ble GERC's Electricity Supply Code and Related Matters Regulations-2015 and is found in order. The Respondent is directed to take further actions as per the provisions of clause no. 4.95 of the Hon'ble GERC's Electricity Supply Code and Related Matters Regulations-2015, Notification no.4 of 2015.	
4	51/20 22	M/s. Adison Granito Pvt. Ltd.	UGVCL, Sabarmati, Ahmedabad	Estimate Related	The subject matter is related to the regularisation of contract demand of the Appellant. The Appellant is an HT consumer having contracted demand of 2500KVA. The Appellant had utilized contract demand more than 5% of its contract demand four times in the FY 2021-22. At every month, the Respondent had issued notice to the Appellant to control the contract demand or otherwise regularised the contract demand. The Appellant had not regularized his contract demand till the issuance of the estimate for contract demand of 2692KVA under Suo-moto process. The Appellant had violated regulation 4.95 of GERC's (Electricity Supply Code and Related Matters) Regulations, 2015. Even after receipt of monthly notice from the Respondent, the Appellant had not controlled its contract demand within permissible limit. In the aforesaid observation, the Respondent is directed to issue 2 years minimum charge statement to the Appellant and to collect the undertaking from the Appellant to utilize contract demand within permissible limits. Further, the Respondent is directed that in the event of any subsequent violation, the contract demand of the Appellant shall be regularized immediately as per the recorded contract demand. The Order passed by the CGRF is not correct and treated as canceled.	The Respondent has filed the Petition before the Hon'ble High Court of Gujarat, Ahmedabad vide SCA/203 00/2023.
5	52/20 22	Shri Vasimkhan Salimkhan Pathan C/o. Shri Maheshkumar Surajram Salwala	TPL, Surat	Name Change	The Appellant has applied for name transfer of the residential electric connection to the TPL, Surat. The Respondent has informed to pay the old arrears before the process of the name transfer application of the	

					Appellant. Aggrieved by the action of the Respondent, the Appellant registered a complaint before CGRF, TPL, Surat, and aggrieved by the order of CGRF, TPL, Surat, the Appellant filed an appeal before the Ombudsman. Considering the documents on record it is noted that the old arrears do not belong to the premises/connection for which the Appellant has applied for name transfer. Hence, the prayer of the Appellant is accepted.	
6	1/2023	Shri Jamanbhai Ramtabhai Bhusara	DGVCL, Valsad	New Connection	The Appellant has registered the appeal before the Electricity Ombudsman aggrieved by the order of the CGRF for not giving them an electric connection for their agricultural land. The Appellant has submitted that the Respondent has released another connection on the same land with the name of Shri Nareshbhai Dhakalbhai Bhusara without the consent of the Appellant. The Appellant has prayed for giving them a new electric connection or disconnect another connection given on the same land by the Respondent. Considering the merit of the case and documents on record, the Respondent was directed to disconnect connection no.43608/16677/7.	Vide letter dated 13.10.2023, the Respondent has implemented the directive of order passed by the Ombudsman.
7	2/2023	M/s. Jay Chemical Industries Ltd.	DGVCL, Surat	Load Reduction	The Appellant is a consumer bearing connection No. 63855 with contracted demand-2750KVA at 11KV Voltage system, the unit located at plot No. DP 49 to 52, GIDC, Saykha, Ta.-Vagra, Dist.-Bharuch. The Appellant has applied for an Additional Load of 1250KVA to raise their contract demand from 2750KVA at 11KV system voltage to 4000KVA at 66KV system voltage for their existing unit on 14.02.2022. The estimate was issued and paid accordingly and executed the power supply agreement with the Respondent on 17.05.2022. The Appellant had demanded the Additional load on 14.02.2022 and paid the estimate on 11.05.2022 with an option to carried out works himself. The Appellant has to complete the proposed works within the time frame as specified in the SoP regulation, 2015. The time period for execution of work by the Appellant for their load extension demand under Option-III is completed on	Vide letter dated 12.10.2023, the Respondent has implemented the directive of order passed by the Ombudsman.

					13.11.2022. The Appellant has submitted the load reduction request on a temporary basis without payment of the registration charge. It is observed that there is a procedural lacuna on the part of the Respondent while processing the load reduction application. The Respondent has not followed the relevant provisions in regard with the load reduction/additional load service event and thereby the present dispute is aroused. The application for load reduction submitted by the Appellant before the Respondent is without payment of registration charges and therefore the said application cannot be considered as valid and eligible to process for the load reduction purpose. As the application for load reduction is not valid one, therefore, the order passed by the CGRF is treated as erroneous and not accepted. The prayers sought by the Appellant is not allowed and rejected.	
8	3/2023	M/s. Khodiyar Ice Factory	DGVCL, Valsad	Meter Slowness & Supplementary Bill Issue	The Appellant is having 100KW LTMD connection with consumer No. 05428/00790/7 released on 27.05.2011. The meter of the said connection was replaced on 11.01.2021 by providing a Bi-directional meter by the Respondent. The installation checking of the premises of the Appellant was carried out by the Respondent on 01.09.2022 and checking sheet no. 312 was prepared. The meter was inspected in the meter testing laboratory on 06.09.2022 in the presence of the representative of the Appellant and checking sheet no. VLD/400 was prepared. As per the remarks of the laboratory, the MRI data of the meter could not be retrieved and hence, the meter is required to be sent to the meter manufacturing company. The supplementary bill for the slowness of the meter amounting to Rs. 4,80,767.76 was issued on 20.10.2022 as per clause no. 6.33 of the GERC, Electricity Supply Code and Related Matters, Regulations, 2015. Aggrieved by the order of the CGRF, DGVCL, Valsad, the Appellant has represented before the Electricity Ombudsman, Ahmedabad with a prayer to decide the meter slowness and billing related issue. The meter	Review appeal filed by the Appellant against the order passed by the Ombudsman.

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					<p>slowness is because of the non-availability of B-phase voltage due to corrosion on B-phase link observed in installation wiring. The erroneous recording by the meter in the present case is due to wiring of the installation which leads to slow recording by the meter. The same is confirmed from the record of the increment in consumption observed after the replacement of the meter and correction in wiring by the Respondent. The provision of the supply code clause no. 6.33 is applicable in the present case. Clause No. 6.33 of the Gujarat Electricity Regulatory Commission (Electricity Supply Code and Related Matters) Regulations, 2015. The supplementary bill issued by the Respondent for the period of 6 months for slowness of meter @-29.65% is as per provision 6.33 of the Gujarat Electricity Regulatory Commission (Electricity Supply Code and Related Matters) Regulations, 2015. Therefore, the supplementary bill issued by the Respondent is as per the norms and payable by the Appellant. The order passed by the CGRF is confirmed. The review application filed by the Appellant does not show any mistake or error apparent on fact of record or any other sufficient reason and hence, the review appeal filed by the Appellant does not survive and dismissed.</p>	
9	4/2023	M/s. Rajkamal Plastic Industries	MGVCL, Godhara	Meter Slowness & Supplementary Bill Issue	<p>The Appellant is LTMD Consumer having contracted load of 100KW with Consumer No.17101/50154/0, at GIDC, Halol, which was checked by the Respondent on 04.02.2022 and declared 39.47% slow. The old meter was replaced and tested in the meter testing laboratory of the Respondent, and it is found that R-Phase voltage is "0" volt. The meter is repacked and sent to the meter manufacturing company for further investigation. The supplementary bill was issued by the Respondent for slowness of meter by 39.47% to the Appellant. The supplementary bill was revised by the Respondent as per the order of CGRF. The supplementary bill issued by the Respondent for slowness of meter @-39.47% is to be revised for 6 months period as per the provision 6.33 of GERC's Electricity Supply</p>	<p>The Appellant has filed the Petition before the Hon'ble High Court of Gujarat, Ahmedabad vide SCA/16195/2023.</p>

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					Code and Related Matters Regulations-2015. The cumulative temper report of meter MRI data confirms the breaking of R & B phase voltage during the said period. The assessment units for the period of 6 months are required to be calculated considering the effect of make/break events reflected in cumulative temper report of the MRI data. The order passed by the CGRF is not in line with the provision of GERC's Electricity Supply Code and Related Matters Regulations-2015 hence treated as cancel.	
10	5/2023	M/s. Indus Towers	UGVCL, Sabarmati, Ahmedabad	Billing Related	<p>The Appellant has submitted the grievance before the ombudsman with billing issues of their 2 nos. of LT connections with the name of M/s. Indus Tower Ltd. has consumer numbers 72037/10221/6 and 72038/05544/0 each having a contract demand of 25 KW each. Both connections are for the use of electricity for the mobile tower, which is in remote areas. the bill issued by the Respondent for the Consumer No.72037/10221/6, considering the period from the date of meter replacement to the date of MRI data taken is for accumulated units and subsequently revised as per CGRF order, considering the monthly average units for this period with prevailing tariff and accordingly, the fuel charges and DPC charges. In the case of connection No.72038/05544/0, the meter was billed with "0" units from the month of July-21 to Nov.-21 and the MRI data was not made available due to technical issues. The meter testing was done on 18.10.2022 and the accuracy test is in order. The bill issued to the Appellant is for accumulated units for the period of June-21 billed in July-21 to Nov.-21 billed in Dec.-21. The bill issued is for accumulated units and subsequently revised as per CGRF order, considering the monthly average units for this period with prevailing tariff and accordingly, the fuel charges and DPC charges. The Respondent was directed to study the historical consumption pattern of the said meter beside the April-2021 and fixed the span for which the FPPPA & DPC can be revised due to non-availability</p>	Vide letter dated 02.09.2023, the Respondent has implemented the directive of order passed by the Ombudsman.



					of date of meter replacement/testing date with the Respondent in this case, accordingly on 23.05.2023, the Respondent submitted by email the revised calculation from Jan.-2020 considering the prevailing tariff, FPPPA & DPC charges of the respective period. The Appellant is directed to pay the revised bill accordingly.	
11	6/2023	M/s. Anand Cattle Feeds	MGVCL, Vadodara	Estimate Related	The Appellant is a customer of the Respondent having a contracted load is 99KW under LTMD Tariff with Consumer No. 01201/50160/1. The Appellant has challenged the Suo-Moto estimate issued by the Respondent to regularize the contracted demand before Consumer Grievance Redressal Forum, MGVCL, Vadodara, and against the order of Consumer Grievance Redressal Forum, MGVCL, Vadodara, the Appellant filed a representation before Electricity Ombudsman, Ahmedabad and prayed that he wants to continue consumption of electricity as per the contracted demand of 99KW under the LT connection and he doesn't require HT tariff connection as per the contract demand of 115KVA as proposed by the Respondent. In such type of cases, when the Appellant had consented for payment of two-year minimum charges against the differences of the contracted demand with the contract demand worked out under Suo moto proceeding by the Respondent, it is to look into the order passed by the ombudsman in a similar type of cases. I noted that previously, the ombudsman had observed the merits in case No. 46/2021, order dated. 13.12.2021 and in case No. 01/2022, order dated.16.06.2022 and passed order in the respective cases. This case is having similar nature and the aforesaid direction is need to apply here for the delivery of natural justice. the Respondent shall collect the minimum charges of two years in connection with the Appellant and continue to supply power under the LT Connection to the Appellant. In case of drawl of the Appellant exceeds its contract demand by 5% or more for at least four time during forthcoming financial year, the Respondent is at liberty to take action as per regulation 4.95 of the GERC's	Vide letter dated 24.07.2023, the Respondent has implemented the directive of order passed by the Ombudsman.

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					Electricity Supply code and related matters Regulation-2015 to regularize the contract demand.
12	7/2023	M/s. Ventana Speciality Pvt Ltd.	MGVCL, Vadodara	Representation Admission stage Hearing	<p>The Appellant, M/s. Ventana Speciality Pvt. Ltd. has applied for a new EHT connection with a contracted load of 8000KVA (HTP-IV tariff) at 66 voltage level for their proposed unit located at block/survey No. 257/1, 257/2, and 268 of Village: Ghantiyal Ta. Savli to the Respondent on 24.06.2021. The Appellant has paid the estimate charges on 02.11.2021 and executed the agreement with the Respondent on 23.11.2021. The Appellant requested the Respondent on 05.05.2022 to provide 66 KV power supply from the Khakariya substation instead of the Chandrapura Substation. The Respondent has forwarded the request of the Appellant to the GETCO. The Respondent had issued 60 days' notice to the Appellant vide letter No. 496 dated 23.05.2022 for commencement of billing for the new 8000KVA (HTP-IV tariff) EHT power supply as the work under option-III was not completed in 180 days as per clause No. 4.33 (2) of the GERC, Electricity Supply Code and Related Matters, Regulations 2015. The GETCO has issued a revised estimate to the Respondent and accordingly, The Respondent has issued a revised estimate to the Appellant vide letter No. 632 dated 23.06.2022 with the remark "the revised estimate is issued with keeping agreement executed on 23.11.2021 and other terms and condition as it is as per prior approval on 11.08.2021. The liability for redressing any issues in relation to the erection of a line or way leave permission parted with the Appellant under Option-III. The issue of time limit extension for completion of electric line work and time limit extension request for minimum billing after receiving minimum billing under deemed release of EHT connection. The said action of the Appellant is also called a subsequent course of action as seen that the erection of line work was not initiated by the Appellant at the relevant point of time after making payment of estimate on 02.11.2021 and execution of the agreement on 23.11.2021.</p>



					Further, it is noted that as of the date of hearing i.e., on 18.05.2023 after laps of more than 10 months from the revised date of the estimate, the work is not completed by the Appellant is seems that the delay in work execution by the Appellant is because of their own reasons. the prayer of the Appellant for an extension of the time limit for the execution of work, postponement of the effect of 60 days' notice, and cancellation of bills served as dimmed released connection are not genuine and not justified and therefore it is not accepted.	
13	8/2023	M/s. Gujarat Ambuja Exports Limited	UGVCL, Sabarmati, Ahmedabad	Estimate Related	The Appellant is having 2634KVA HT connection under Himatnagar division of the Respondent. During FY 2021-22, the actual demand of the Appellant was exceeded the contracted demand more than 5% for 4 times and the Respondent has issued the notice to regularize the demand as per clause No. 4.95 of the GERC, Electricity Supply Code, 2015. According to the Appellant, the excess demand during the year 2021-22 was due to the commissioning work of a 4.2 MW generator and at that time demand didn't able to control due to the sudden failure of the generator during commissioning. The Appellant didn't register an application for enhancement of load in reply to the notice issued by the Respondent vide 'No. 2762 dated 07.04.2022 and hence,' the Respondent has initiated the Suo-moto process and issued an estimate to raise contract demand from 2634KVA to 3220KVA vide No. 1717 dated 13.07.2022 amounting to Rs. 1,28,79,079/- as per clause No. 4.95, GERC notification No. 4 of 2015. The Appellant has raised grievances before the Consumer Grievance Redressal Forum, UGVCL, Sabarmati against notice for load extension issued under clause No. 4.95 of GERC, Electricity Supply Code and Related Matters, Regulations, 2015. The joint survey by the Appellant and the Respondent has been carried out on 17.10.2022. During the joint site survey, the Appellant requested to release their additional load demand from the 66 KV Amodra substation	Review appeal filed by the Appellant against the order passed by the Ombudsman.

after the completion of the stop gap arrangement allowed by the Respondent to the M/s. Deep alloy, HT to EHT conversion under progress. The Respondent has suggested an alternative possibility of the underground plus overhead network from the 66 KV Gadhoda substation with the erection of a 1.4 KM O/H line and 1.7 KM U/G line during the joint survey which is not accepted by the Appellant. The action initiated by the Respondent for regularization of the contract demand as per the recorded maximum demand of the Appellant which is in accordance with clause 4.95 of GERC (Electricity Supply Code and Related Matters) Regulations, 2015 seems to be in line. Further, it is to note that the Appellant is habituated for utilization of excess demand than permissible contract demand. Looking to the load utilization history, it seems that the Appellant is utilizing the load as per his wish and commercial benefits only and does not want to cooperate with the Respondent for the regularization of the load and distribution system. In such case, the commitment for utilizing the power from their own generator or wind power in the future cannot be accepted. In view of this, the estimate issued for regularization of the contract demand of the Appellant under the Suo-moto procedure is considered valid and thereby contract demand workout by the Respondent was considered as 3220KVA i.e., 586KVA additional. The estimate issued by the Respondent for regularizing the additional load demand with the Suo moto procedure by proposing the erection of a new 11KV feeder with hybrid line configuration is the best possible and technically justified option, which is duly worked out after joint site inspection. The alternative solution by releasing the additional demand from the existing feeder as a stop gap arrangement is not accepted by the Appellant. The Respondent is at liberty to complete the remaining procedure to regularize the enhanced demand of the said connection as per the provisions of GERC

					(Electricity Supply Code and Related Matters) Regulations, 2015.	
14	9/2023	M/s. Rajratan Plastic Industries	MGVCL, Godhara	Billing Related	The Appellant is LT category consumer bearing consumer No. 17101/50156/7 with a connected load of 100KW located at plot No. 417/B, GIDC Estate, Halol. The Supplementary bill amounting to Rs.47,511/- was issued as per the internal audit report for the excess demand used during June-2021 billed in July-2021 as per HT tariff. It is seen that timely actions have not been initiated by the Respondent for excess maximum demand recorded in the financial years 2021-22 for conversion of the appropriate category of supply as well as appropriate tariff for billing to the Appellant. Hence, the Respondent is directed to adhere to the provisions stipulated as per Clause No. 4.95 of Supply Code, 2015, and take necessary action in time for such types of cases accordingly.	Vide letter dated 30.11.2023, the Respondent has implemented the directive of order passed by the Ombudsman.
15	10/2023	M/s. Gujarat Metro Rail Corporation Ltd.	TPL, Ahmedabad	Billing Related	The present representation filed by the Appellant before the Ombudsman whereby the Appellant has requested for quashing the CGRF order dated 10.01.2023 along with requesting to quash and set aside the power factor penalty imposed by the Respondent considering the modified power factor calculation formula and further requested to refund the penalty amount paid along with 18% interest from the month of June-2022 onwards. The proposed modified formula adopted for the calculation of the average power factor by the Respondent without approving the same before the Hon'ble Commission is not having any legal support as far as the changes in the existing formula for the calculation of average power factor is concerned. Hence, the leading PF penalty with the proposed modified formula levied in the energy bills and served to the Appellant does not survive and the amount recovered against the power factor penalty by the Respondent is required to be refunded to the Appellant.	
16	11/2023	Ms. Tuli Banerjee Mr. Amjad Khan Pathan C/o. Chhaya Amit Khajuriwala	TPL, Ahmedabad	Billing Related	The LT service No.3138452 is NRGF category connection with the name of Chhaya Amit Khajuriwala, "Amitchhaya", Opp. Devnandan Avenue, 100 Road, B/H Seema Hall,	Vide letter dated 22.08.2023, the Respondent has

					<p>Satellite, Ahmedabad-380015 is utilized by the Appellant for the purpose of Music & Dance classes. The meter reader of the Respondent company has found the meter display "OFF" during the meter reading at the premises of the Appellant on 13.08.2022. The Respondent has sent an estimated bill of Rs.3155.38 for 165 units based on the average consumption of the last three billing cycles to the Appellant as per clause no.6.58 of GERC Supply Code-2015. In the bill of Aug-2022, an additional amount of Rs.1123.91 was posted by the Respondent as the differential amount of security deposit as per the GERC Regulation-2005, notification no. 8 of 2005. The Appellant has submitted the representation before the Ombudsman to re-evaluate her complaint and provide her with a fair and just resolution that takes into consideration the mental and emotional toll this has taken on her and her business partner. The Respondent had issued an estimated bill to the Appellant for the month of Aug-2022 for not getting the actual reading due to the display "OFF" at the time of meter reading by the representative of the Respondent. The Meter reading could not be retrieved by the Respondent during the meter testing in the laboratory of the Respondent company. The estimated bill issued by the Respondent amounting to Rs.3155.38 is found in line with the provision of GERC Supply Code-2015, clause no.6.58. The said estimated bill was already paid by the Appellant and there is no representation found/submitted by the Appellant against the estimated bill. Hence, the revision of the estimated bill considering the subsequent consumptions by the Respondent does not support the provision of the GERC Supply Code-2015 and hence, the revised bill amounting to Rs.20,003.42 debited by the Respondent needs to be cancelled. Hence, the order passed by the CGRF is not accepted and it is declared as cancelled.</p>	<p>implemented the directive of order passed by the Ombudsman.</p>
17	12/20 23	M/s. Shree Sidhdheshwari Ginning Company	UGVCL, Mahesana	Billing Related	<p>The Appellant is an HT consumer of the Respondent company utilizing HT power supply for his ginning factory with consumer No. HT-19935.</p>	

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					The Appellant has opted for a seasonal tariff for the year 2022. The Respondent has issued the bill for an annual minimum guarantee as per tariff schedule clause no. 13.11.1 to 13.11.7. Aggrieved by the amount of AMG, the Appellant has registered a complaint before the CGRF, UGVCL, Mahesana, and aggrieved by the order passed by the CGRF, UGVCL, Mahesana, the Appellant filed an appeal before the Ombudsman. The bill issued by the Respondent for the seasonal tariff is as per GERC, tariff order 2021-22, and found correct.	
18	13/20 23	M/s. Sidwin Fabric Pvt. Ltd.,	UGVCL, Sabarmati, Ahmedabad	Billing Related	The Appellant M/s. Sidwin Fabric Pvt. Ltd. located at village: Dhundhar Ta. Himatnagar having H.T. Connection of 1650KVA, bearing consumer No.33380 has registered the grievances at the Consumer Grievance Redressal Forum, Uttar Gujarat Vij Company Limited, Sabarmati, Ahmedabad vide case number. UGA-04-003-2022-23 in regard with the subject of considering their solar project under Gujarat solar power policy 2015 as per registration at GEDA and waving the banking charges Rs.1.10 per consumed unit. As per the provision under clause no.11.2(a) of GERC (Net-Metering Rooftop Solar PV Grid Interactive Systems) Regulations, 5/2016 and GERC (Net-Metering Rooftop Solar PV Grid Interactive Systems) (Third Amendment) Regulations 2022, Notification no. 2 of 2022 – dispute in billing pertaining to energy injection and billing amount are to be settled by the Consumer Grievance Redressal Forum and Electricity Ombudsman. the said dispute of the Appellant does not pertain to billing and hence, it is not in the scope of the Electricity Ombudsman to settle the dispute. hence, the appeal filed by the Appellant is disposed of without entering into the merits of the case.	
19	14/20 23	M/s. SP3 Technologies LLP	DGVCL, Surat	Non Implementation of CGRF order	The SCA No.7389 of 2023[Filing (Stamp) Number: SCA/10568/2023] filed by the Respondent is pending in the Hon'ble High Court of Gujarat wherein the order of Consumer Grievances Redressal Forum, DGVCL, Surat has been	Aggrieved by the order passed by the Consumer Grievances

					Challenged. Oral order dated. 01.05.2023 is passed by the Hon'ble High Court of Gujarat, Ahmedabad. Thus, the said matter is pending. A precedence is the statement of law found in the decision of the superior court. Such decisions are binding to that court and the inferior court has to follow and generally, the inferior courts or any tribunals are bound to obey the precedent established by the High Court or Supreme Court. Looking at the said aspect, the representation filed by the Appellant is barred from deciding at this level. Hence, the Representation of the Appellant is dismissed without any order.	Redressal Forum, Dakshin Gujarat Viji Company Limited, Surat, The Respondent has filed the Petition before the Hon'ble High Court of Gujarat, Ahmedabad vide SCA/7389/2023.
20	15/2023	M/s. Inara Polyfab Pvt. Ltd.	DGVCL, Surat	Estimate Related	The Appellant has demanded the new HT connection of 495KVA on 08.08.2022 at Block no.35, Near National Industrial-4, Moti Canal, Pipodara, Ta. Mangrol, Dist. Surat. The Respondent released the connection on 13.12.2022 with consumer no. HT-12909. The Appellant has raised the grievances regarding recovery of various charges taken in the estimate and execution of work for giving HT connection by the Respondent and registered the grievance before the CGRF, DGVCL, Surat vide case no.156/2022-23. Aggrieved by the CGRF order dated 23.03.2023, the Appellant has submitted his representation before the Ombudsman. The Appellant has failed to submit documents or evidence regarding the miscellaneous material purchased and supplied by them to the Respondent for which they have already paid the estimate charges. The arrangement of the equipment/machines by the Appellant at the time of the release of their HT connection is found as an arrangement to curtail the time to complete the work on the premises of the Appellant which is found to be taken as willingly. hence, the prayer for compensation by the Appellant is not accepted.	
21	16/2023	Shree Aglod Jain Swetambar Murtipujak Sangh	UGVCL, Mahesana	Power Supply & P.F. Penalty Related	The Appellant having frequent interruption issues in their electric connection having consumer No. HT-20569 due to tripping of MCB caused by the effect of low power factor. The Appellant submitted the Appeal with a prayer to refund the	

					penalty recovered by the Respondent for low power factor and compensate against damage to electrical appliances due to frequent interruption of supply. The Prayer of the Appellant cannot be considered as per Clause No. 3.4 to 3.8 and 9.6 and 9.7 of GERC, Supply Code, 2015. There is no error found in the order issued by CGRF, UGVCL, Mehsana.
22	17/20 23	M/s. Bhagwan Shree Polyfab Pvt. Ltd.	DGVCL, Surat	Power Supply Related	<p>The Appellant, M/s. Bhagwan Shree Polyfab Pvt. Ltd. is HT consumer of the Respondent company i.e., DGVCL bearing consumer No. 64018, CD-425KVA, located at Block no.162/163, Opp. Gangadhara Police Chowki, Village: Soyani, Surat Bardoli Road, Ta. Palsana, Dist. Surat. The Appellant has registered the grievance before the CGRF, DGVCL, Surat regarding Interruptions in power supply on 30.01.2023 with case no.158/2022-23. The CGRF, DGVCL, Surat has issued the order on 10.03.2023 and directed the Respondent to carry out necessary through maintenance within 30 days, aggrieved by the decision of the CGRF, DGVCL, Surat, the Appellant has registered the case before the Electricity Ombudsman. The Appellant has repeatedly represented their concern about the quality power supply and minimizing the interruptions of their feeder. The Appellant has demanded the MRI data of their energy meter from the Respondent. It is also noted that the Respondent has made various efforts like carrying out the maintenance of the feeder, bifurcation of feeders, conversion of overhead to underground conversion of the line where trees are more. It was directed to take some concrete solution to the problem of interruption is required to be worked out by the Respondent. The specific responsibility of the monitoring of the 11KV Soyani JGY feeder is required to be assigned to the field officer and causes for the interruptions required to be identified and remedial actions should be initiated from time to time. The power failure data extracted from the meter by taking an MRI is to be handed over to the Appellant and the reply to the complaint for interruptions or other matters</p>


					should be given to the Appellant by the Respondent.
23	18/20 23	M/s. Vaibhav Raj Stone Quarry C/o. Shri Harendrasinh Rupsinh Matieda	DGVCL, Surat	Representat ion Admission stage Hearing	<p>The Appellant, M/s. Vaibhav Raj Stone Quarry has having existing LT connection bearing consumer no.18703/00008/7 of Contract demand of 100KVA situated At. & Po. Wadi, Ta. Umarpada, Dist. Surat. The subject matter relates to the disputed supplementary bill, which is pending before the Hon'ble High Court of Gujarat and hence, the said matter is Sub-judicial. The Hon'ble High Court of Gujarat has ruled the said matter and kept it aside for final hearing vide oral order dated 12.01.2022.</p> <p>A precedent is a statement of law found in a decision of the superior court. Such decisions are binding to that court and the inferior court has to follow and generally, the inferior courts or any tribunals are bound to obey the precedent established by the High Court or Supreme Court.</p> <p>Looking at the said aspect, the representation filed by the Appellant is barred from deciding at this level. Hence, the Representation of the Appellant is dismissed. The Appellant has further submitted that the power supply quality of their installation is not up to the mark and prayed for necessary corrective action from the Respondent. It is the duty of the Respondent to provide quality power supply to their consumer and hence, the Respondent is directed to carry out the required maintenance of the HT/LT line and transformer center of the Appellant and ensure quality power supply.</p>
24	21/20 23	Shri Mansukhbhai Khorasiya	TPL, Surat	Representat ion Admission stage Hearing	<p>The Appellant has submitted the application before the CGRF TPL, Surat which was not registered by the CGRF, TPL, Surat stating that the issue raised by the applicant does not fall under the definition of complaint and hence, the application is pre-matured and dismissed. Aggrieved by the action of the CGRF, TPL, Surat, the Appellant approached the Ombudsman.</p> <p>The matter is remanded back to CGRF, TPL, Surat, with the direction to decide the present issue of the Appellant as per the provisions of GERC's</p>

					Regulations on the base of the merits of the case.
25	22/20 23	Shri Anilkumar Natavarlal Devada	MGVCL, Godhara	Representat ion Admission stage Hearing	The Appellant has submitted the application before the CGRF, MGVCL, Godhara which was not registered by the CGRF, MGVCL, Godhara stating that the matter is pending before the Hon'ble Court and hence, as per 2.33(1) of the GERC (CGRF and Ombudsman) 2 of 2019, the matter cannot be entertained by the CGRF, MGVCL, Godhara. Aggrieved by the action of the CGRF, MGVCL, Godhara, the Appellant approached before the Ombudsman. The matter is remanded back to CGRF, MGVCL, Godhara, with the direction to decide the present issue of the Appellant as per the provisions of GERC's regulations on the base of the merits of the case.
26	25/20 23	Shri Palakkumar Sureshbhai Patel	UGVCL, Sabarmati, Ahmedabad	Disconnecti on of Power Supply	Aggrieved by the Order of the CGRF, UGVCL, Ahmedabad, the Appellant has registered the appeal before the Ombudsman for disconnection of the power supply of M/s. Pushpanath Mamra Pauva factory stating that the connection is continue without consent of the owner. The connection of the disputed factory premises is not liable to disconnect as per clause no. 8.3 of the GERC, Supply Code 2015, and hence, the prayer of the Appellant for permanent disconnection of the power supply of M/s. Pushpanath Mamra Pauva factory cannot be accepted.
27	27/20 23	Shri Mehmudmiya A. Kureshi	UGVCL, Sabarmati, Ahmedabad	Representat ion Admission stage Hearing	The Appellant has withdrawn the representation stating that a mutual settlement was made with the Respondent and Respondent has submitted the same. Withdrawal of the representation is "allowed, no order issued.
28	33/20 23	M/s. Sanidhya Corporation One Partnership Firm C/o. Shri Ashok Mohanbhai Bhandari	TPL, Surat	New Connection	The Appellant has withdrawn the representation stating that a mutual settlement was made with the Respondent. Mutually settled, no order issued.


Electricity Ombudsman, Ahmedabad

OFFICE OF THE ELECTRICITY OMBUDSMAN, AHMEDABAD
Status of representations disposed of by the Electricity Ombudsman, Ahmedabad during the
First half-year (i.e. Apr.2023 to Sept.2023) of the year 2023-24.

Sr. No.	CGRF	Representations			Representations disposed of				Repre- ntations pending at the end of 30.09.2023	Disposed of within 45 days.	Disposed of after 45 days.	No. of seatings
		Pending as on 01.04.'23	Received during Apr.'23 to Sept.'23	Total	In favour of Appellant	In favour of Licensee	Others	Total				
1	MGVCL- Vadodara	3	5	8	1	2	0	3	5	0	3	7
2	MGVCL- Godhara	2	1	3	1	1	1	3	0	0	3	4
3	DGVCL- Surat	4	5	9	1	2	3	6	3	0	6	8
4	DGVCL- Valsad	2	0	2	0	1	1	2	0	0	2	6
5	UGVCL- Sabarmati	4	3	7	2	2	2	6	1	1	5	8
6	UGVCL- Mahesana	2	1	3	0	3	0	3	0	0	3	3
7	TPL- Ahmedabad	2	2	4	2	0	0	2	2	0	2	2
8	TPL- Surat	1	4	5	1	0	2	3	2	1	2	3
9	TPL- Dahej	0	0	0	0	0	0	0	0	0	0	0
	Total	20	21	41	8	11	9	28	13	2	26	41


Electricity Ombudsman, Ahmedabad

REPORT FOR THE
SECOND HALF OF THE YEAR 2023-24
(October, 2023 TO March, 2024)

(1) Activities of the office of the Electricity Ombudsman, Ahmedabad under Section 42(6) of the Electricity Act, 2003.

The Gujarat Electricity Regulatory Commission has established office of the Electricity Ombudsman, Ahmedabad which is an appellate authority to file appeal/representation against the order passed by the Consumer Grievances Redressal Forum of Distribution Licensees.

The reports of general review of the activities of office of the Electricity Ombudsman, Ahmedabad for the Second Half of Year 2023-2024 (October, 2023 to March, 2024) as provided in Regulation 3.51 of GERC Notification No.02 of 2019 is as under:

The awareness amongst the Electricity Consumers regarding their right is gradually increasing. A large number of grievances are presented before the Consumer Grievances Redressal Forums (CGRF). The Consumer Grievances Redressal Forums are disposing of grievances generally in schedule time. However, with increase in awareness, some of the consumers, who are not satisfied by the order of CGRF, are filing their representation before the Electricity Ombudsman, Ahmedabad under Section 42(6) of The Electricity Act, 2003. However, aggrieved by the order of the Electricity Ombudsman, Ahmedabad dissatisfied parties are filing writ petition before Hon'ble High Court of Gujarat in certain cases.

(2) Forum-wise status report of representations filed before the Electricity Ombudsman, Ahmedabad against CGRF Decisions during the SECOND HALF OF THE YEAR 2023-24, is enclosed as Annexure-I.

(3) Status of Review of Application:

The details of review applications were filed by the party as per Clause No. 3.47 of GERC (Regulation-2019) Notification No. 02 of 2019 are stated in table below:

Sr. No.	Case No.	Decision.
1.	52/2022	Review Rejected-Original order stands.
2.	3/2023	Review Rejected-Original order stands.
3.	8/2023	Review Rejected-Original order stands.
4.	10/2023	Review Rejected-Original order stands.
5.	15/2023 (6/2024)	Review Rejected-Original order stands.
6.	40/2023	Review Rejected-Original order stands.

Opinion of the Ombudsman regarding non-compliance of standard of performance by Licensee:

- Order-wise comments of Ombudsman and response of Licensee in redressal of grievances are stated in the table provided in Annexure-I.
- Hon'ble Gujarat Electricity Regulatory Commission had published Notification No.2 of 2019 (CGRF & Ombudsman) Regulations 2019 superseding earlier Notification No.2 of 2011. These Regulations provides effective mechanism to dispose of grievances timely and effectively and implementation of order within specified time limit.

(4) Other Activities:

- 1) Orders of Ombudsman are being uploaded on website of GERC.
- 2) Hearing schedule is also displayed on website of GERC.
- 3) Monitoring of implementation of Ombudsman/CGRF orders and related activities.

- 4) Providing general guidelines to applicants who approach before Ombudsman.
- 5) Monitoring of cases challenged before Hon'ble High Court by parties.
- 6) At every Quarter, details of implementation of order of Ombudsman are asked from the Licensees to analyze the implementation of CGRF/ Electricity Ombudsman order.
- 7) Reply provided to RTI applications received by the office of the ombudsman from time to time
- 8) The process for the hiring of the new office premises at BHARAT SANCHAR NIGAM LIMITED, Ground Floor & First Floor, CMTS Building, Vastrapur Telephone Exchange, Bimanagar, Jeevandhaam Road, Ahmedabad-380015 was done, the rent agreement executed on 06.09.2023.
- 9) The preparation of the scope of civil work has been done in consultation with UGVCL and as per the directive of the Hon'ble Gujarat Electricity Regulatory Commission, the tender process initiated and finalized the civil renovation work for rented premises.
- 10) The civil renovation work is under process.
- 11) The process of hiring of Architect/ Interior designer was initiated as per the directive of the Hon'ble Gujarat Electricity Regulatory Commission in consultation with UGVCL.
- 12) Monitoring of site work at BHARAT SANCHAR NIGAM LIMITED, Ground Floor & First Floor, CMTS Building, Vastrapur Telephone Exchange, Bimanagar, Jeevandhaam Road, Ahmedabad-380015.

REPORT OF ACTIVITIES OF THE OFFICE OF ELECTRICITY OMBUDSMAN, AHMEDABAD FOR THE SECOND HALF OF YEAR 2023-2024 (OCTOBER, 2023 TO MARCH, 2024) AS PER CLAUSE 3.51 OF GERC NOTIFICATION NO.2 OF 2019:

:: Annexure-I ::

Sr. No.	Case No.	Name of Applicant	Forum Concern	Subject	Comments of Ombudsman	Response of Licensee
1	19/2023	Shri Chetendrasinh Narpatsinh Puvar	UGVCL, Sabarmati, Ahmedabad	Billing Related	<p>The Appellant, Shri Chetendrasinh Narpatsinh Puvar who runs a restaurant in partnership with other partners in the name of Shree Khodiyar Kathiyavadi Dhaba, received a very high electricity bill of Rs. 2,94,218.77 for the month of January. The Appellant challenged the charges due to initially low consumption and a discrepancy between meter readings in the bill stating that the meter reading was inaccurate.</p> <p>The Electricity ombudsman observed that the factual details revealed that there was a discrepancy between the meter reading taken by meter reader of the Respondent and the actual meter reading recorded in the meter. The discrepancy was due to human error on the part of the meter reader of the Respondent. These misreadings resulted in accumulated, unbilled charges that were reflected in the disputed bill.</p> <p>The meter manufacturing company's report confirmed that the meter itself was functioning correctly.</p>	

					<p>The Electricity ombudsman concluded that The consumption recorded by the meter installed at the premises of the Appellant seems accurate, the bill served by the Respondent to the Appellant on 27.01.2023 for 30999 units was accumulated consumption which was not billed previously due to human error in taking meter reading by the meter reader of the Respondent and hence, the bill served by the Respondent found appropriate. The Appellant is liable to pay the said bill amount. The order issued by the CGRF is found correct.</p>
2	20/2023	M/s. Garden Silk Mills Private Limited	DGVCL, Surat	<p>Extension In Time Limit for Execution of Work Under Option-III</p>	<p>On 09.02.2022, The Appellant, M/s. Garden Silk Pvt. Ltd. applied to increase their power supply capacity from 13 MVA to 28 MVA. They signed an agreement with the Respondent and paid the fees on 10.06.2022. As per Option-III, the agreement stipulated completion of the project within 180 days.</p> <p>However, due to delays in obtaining approvals from GETCO, the project wasn't completed by the deadline. Consequently, the electricity provider deemed released the increased power capacity from 23.02.2023 under HTP-I tariff under Clause No. 4.33 of Supply Code and started charging the minimum billing for the additional 15 MVA.</p> <p>The Appellant appealed this decision, argued that delays in the approval process, which were outside their control, should be considered. However, the Electricity ombudsman determined that these delays resulted from approvals by GETCO, an entity not under their jurisdiction. Additionally, the Appellant submitted documents, such as petitions and a circular, were consider irrelevant to the case. Ultimately, the Electricity ombudsman found that the Respondent acted according to regulations set by the Gujarat Electricity Regulatory Commission (GERC). Consequently, the Electricity ombudsman upheld the decision of CGRF and rejected the Appellant's request for an exemption of at least four months from the minimum billing charges.</p>

3	23/2023	M/s. Kanam Paper LLP	MGVCL, Vadodara	Billing Related	<p>The Appellant, M/s. Kanam Paper LLP is HT consumer of the Respondent with a contracted load of 1500KVA, bearing consumer no. 60416 which was released on 29.11.2022 by the Respondent. This case involves a billing dispute between the Appellant, M/s. Kanam Paper LLP and the Respondent regarding an electricity bill for the period when the CTPT unit malfunctioned at premises of the Appellant, necessitating a bypass of the CTPT Unit. The Appellant challenges the high bill amount, which is based on estimated consumption during the bypass period, and argues for a swifter replacement of the CTPT unit. The Respondent, on the other hand, cites the GERC Supply Code regulations governing billing procedures for meter malfunctions and justifies bypassing the CTPT unit with the Appellant's consent to avert production stoppages. The Respondent explain delays in replacing the CTPT due to stock limitations and staffing issues. In the absence of data from the preceding period to estimate consumption during the bypass period, the Respondent take consumption data from the succeeding period for estimate billing.</p> <p>The Electricity ombudsman identified several shortcomings in the case. First, bypassing the CTPT unit violated GERC Supply Code regulations, which presumably exist to ensure accurate billing and prevent tampering. Second, the Respondent's reasons for the delayed CTPT replacement, such as stock limitations and staffing issues, were considered insufficient justification for the extended downtime. Ideally, the Respondent should have prioritised resolving this issue to minimise disruption to the Appellant's operations and ensure proper billing data collection. Third, while the Appellant challenged the high bill amount, their evidence to support their actual consumption during the bypass period was inadequate. This lack of data from the Appellant further complicated determining the accurate consumption for billing purposes.</p>
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					<p>The Electricity ombudsman observed that the the average consumption of the immediately preceding the date of the meter bypassed is not sufficient to decide the consumption of 1500 KVA HT connection for the period during which CTPT bypassed. The evidence submitted by the Appellant is not sufficient/ appropriate to consider for deciding the consumption of the said period(s) and hence the bill issued by the Respondent for the periods during which CTPT bypassed considering the succeeding period from 02.01.2023 to 16.01.2023 is found logical and appropriate.</p>	
4	24/2023	M/s. VS Texmills Pvt. Ltd.	MGVCL, Vadodara	Billing Related	<p>The Appellant, M/s. VS Texmills Pvt. Ltd. bearing HT Consumer No. 15269 with a contract demand of 290 KVA under the Nadiad City Division office of the Respondent. The dispute involves an electricity bill for exceeding contracted demand by the Appellant, M/s. VS Texmills Pvt. Ltd. The Appellant argues that their factory is closed due to environmental compliance issues raised by GPCB and cannot afford the additional charges. The Appellant requested to waive the estimated charges levied to regularise their contracted demand to a higher capacity. However, the Respondent claims the Appellant violated the contract by exceeding the contracted demand for several months. The Respondent argued that according to GERC regulations, the Respondent is authorised to initiate the process of regularising the contracted demand to the actual demand observed if the Appellant fails to respond to a notice issued by the Respondent about addressing the discrepancy.</p> <p>The Electricity ombudsman observed that actual demand i.e. 383KVA of the Appellant exceeds their contracted load. Therefore, the Respondent's process of issuing estimate to regularise the contracted demand i.e. 355 KVA to a higher capacity is considered appropriate under GERC regulations. This fulfills the Appellant's request to adjust the contracted load when they resume operations.</p>	Vide letter dated 2232 dated 10.06.2024, The Respondent has implemented the order.

					Regarding the billing during the factory closure, The Electricity ombudsman observes that The dispute raised and subsequent proceeding by the CGRF and Ombudsman was done during the period when the plant of the Appellant was under GPCB compliance, and the connection was disconnected. The Appellant was billed during this period with an 85% contract demand i.e. 247 KVA. The Appellant is liable to pay and the Respondent is eligible to recover these charges as per the norms. The disconnection of connection of the Appellant was not because of a violation of the power agreement with the Respondent, the billing during the disconnection period was done by the Respondent as per the norms. The Estimate amount was debited with Suo motto action by the Respondent in the month of February-2023 and the grievance is pending at the competent authority, the delay payment charges for the estimate amount for the period from February-2023 to order date is waived as per the prayer of the Appellant.	
5	26/2023	M/s. Satyendra Packaging Limited	MGVCL, Vadodara	Agreement Related	The Appellant, M/s. Satyendra Packaging Ltd., is EHT consumer of the Respondent bearing consumer No.15640 having contract demand of 2500 KVA catering at 66 KV voltage level with U/G cable line. The Appellant applied to increase their contract demand from 2500 KVA to 3300 KVA. The Appellant paid the charges and executed the agreement in February-2023. The Respondent replaced metering CT to increase the Appellant's power capacity. The Appellant completed the work and received a completion certificate in April 2023. However, due to a global economic slowdown, the Appellant requested to cancel the agreement in June-2023. Both CGRF and Electricity Ombudsman rejected their request due to GERC regulations. Following GERC regulations, the Respondent issued a two-month notice in May 2023 before the Appellant could utilize the increased power. The regulations stipulate that the Respondent can charge demand charge and minimum monthly charges as	

					<p>applicable if the Appellant fails to utilise the increased power supply within 60 days after work completion as per Clause 4.42.</p> <p>The Appellant, M/s. Satyendra Packaging Ltd.'s alternative proposal to transfer the increased load to another of their other manufacturing plant i.e. M/s. Satyendra Packaging Ltd., Consumer No: HT 60630 and is willing to pay any additional charges and sign a new agreement which was also denied as per Clause 4.102 of GERC regulations which prohibit contract termination within two years of agreement execution. The Appellant can reduce their contracted load by 10% after one year but will still be liable for minimum charges if they terminate the agreement before two years.</p> <p>Therefore, the Ombudsman upheld the decision of CGRF and the actions of the Respondent was as per the GERC regulations.</p>	
6	28/2023	Shri Maheshbhai Vallabbhai Savsaviya	TPL, Surat	New Connection	The Appellant has withdrawn the representation stating that a mutual settlement was made with the Respondent and Respondent has submitted the same. Withdrawal of the representation is allowed, no order issued.	
7	29/2023	M/s. Dhanlakshmi Industries	DGVCL, Surat	New Connection	<p>The Appellant, M/s. Dhanlakshmi Industries bought a plot No.504 at GIDC Panoli from GSFC in 2007. Despite being the new owner, the Appellant were denied an electricity connection due to unpaid bills i.e. outstanding since 1999 amounting Rs. 13,36,063.69 from the previous owner, Shri Poonam Silica Pvt. Ltd.</p> <p>The issue lies in who is responsible for this old debt. M/s. Dhanlakshmi Industries argued that they should not be liable since they purchased the plot after the disconnection and were not involved in the lawsuit against the previous owner, Shri Poonam Silica Pvt. Ltd., which the Respondent won in 2001. Additionally, the Respondent failed to take any action to recover the dues from the previous owner, Shri Poonam Silica Pvt. Ltd. despite the court order.</p> <p>Further, strengthening their case, the Appellant, M/s. Dhanlakshmi Industries highlights that the</p>	The Respondent has implemented the order and released connection on 05.02.2024.

					<p>Respondent's claim against them is time-barred. The Respondent didn't pursue recovery within the appropriate timeframe, leading to the dismissal of their application in 2019. Moreover, government regulations protect new owners from inheriting such liabilities. The situation worsened when the pandemic forced the Appellant, M/s. Dhanlakshmi Industries to shut down, leading to unpaid bills and PDC in 2020. Although their security deposit exceeded the outstanding amount, it wasn't refunded by the Respondent in the account of the Appellant. the Respondent has not reconnected their electricity and still demands payment of the time-barred previous owner's debt.</p> <p>The Appellant, M/s. Dhanlakshmi Industries seeks reconnection and argues they shouldn't be held responsible for the previous owner's debt. The Appellant, M/s. Dhanalakshmi Industries faced a dispute with the Respondent who refused a new connection due to an unpaid bill from the previous owner i.e. Shri Poonam Silica Pvt. Ltd. The Electricity Ombudsman noted that a prior decision by the Government of Gujarat protecting new owners from such liabilities. Therefore, the Electricity Ombudsman overruled Consumer Grievance Redressal Forum's order and directed the Respondent to provide the new connection to the Appellant, M/s. Dhanalakshmi Industries, with the right to recover the old debt from the previous owner i.e., Shri Poonam Silica Pvt. Ltd. separately.</p>	
8	30/2023	Shri Kushal Vinodkumar Bhatt	MGVCL, Vadodara	Estimate Related	<p>The Appellant, Shri Kushal Vinodkumar Bhatt, owner of property at Survey No.667/3 in Anand village, filed a dispute with the Respondent i.e. Madhya Gujarat Power Company Limited regarding a dome erected for electricity bill collection and the cost of shifting the existing power lines. The dispute arose because the Respondent demanded Rs.12,48,034/- for shifting the lines. While The Appellant paid the estimate and the lines were shifted, he believes the cost was excessive. The Appellant argues</p>	Status of order of Ombudsman is asked from the Respondent.

					<p>that underground cables used in the process were unnecessary and could have been replaced with overhead lines for a lower cost.</p> <p>The Electricity Ombudsman reviewed the case. They acknowledged that the electricity collection dome was removed at the Respondent's expense, but disagreed with The Appellant's claim that the existing power lines shifting cost should be borne by the Respondent.</p> <p>The Electricity Ombudsman concluded that the Appellant is responsible for the shifting cost under Notification of the Gujarat Electricity Regulatory Commission and the Electricity Act.</p> <p>The Electricity Ombudsman directed the Respondent to provide an item wise cost detail and cost of "spare cable" not to be recovered from the Appellant. The amount charged for the "spare cable" to be refunded to the Appellant after final billing of the amount paid by the Appellant for the line shifting.</p>	
9	31/2023	Shri Maheshbhai J. Thakkar	MGVCL, Vadodara	New Connection	<p>The Appellant, Shri Maheshbhai Thakkar applied with application number 152987 for a new electricity connection of 10HP for his factory at R.S. No.328, Village: Vadadla, Vadodara. He paid the fees and the Respondent began installing the electric lines. However, a villager, Shri Bharatbhai Patel, objected, claiming the poles were on his land. Despite requests, Shri Bharatbhai Patel refused to provide any documents to support his claim.</p> <p>The Respondent tried to resolve the situation. The Respondent requested documents from Shri Bharatbhai Patel and even sought police protection to complete the installation work of the electric lines. The Appellant argued that the delay violated electricity supply regulations. The Respondent countered that they made efforts to obtain way leave and Shri Bharatbhai Patel's cooperation was needed in this situation.</p> <p>The Electricity Ombudsman found no fault with consumer Grievances Redressal Forum's order which asked the Respondent to seek a land measurement report and police</p>	Status of order implemented asked by the Electricity Ombudsman. Not reported by DISCOM.

					<p>protection if necessary. The Electricity Ombudsman also agreed with Consumer Grievances Redressal Forum's decision to deny compensation to the Appellant since the delay was due to circumstances beyond anyone's control. In conclusion, both parties made efforts to resolve the issue but hold-up is due to the land ownership dispute, and the Electricity Ombudsman directed the Respondent to obtain police protection and complete the installation of the electric lines as soon as possible.</p>	
10	32/2023	Shri Babubhai Devjibhai Dhanani Shri Ghanshyambhai Haribhai Shyani Ms. Gaytriben Ramnikbhai Patel	TPL, Ahmedabad	Conversion of 132KV Line from Overhead to Under-ground	<p>The Appellants requested the Respondent to make the overhead 132KV power line running through their undeveloped plot to underground. The land is on prime location and planned commercial development which were hindered by the overhead line. CGRF, TPL, Ahmedabad rejected their complaint, stating the Appellants weren't classified as "consumers" under regulations and hadn't applied for electricity connection yet. The Electricity Ombudsman disagreed. While acknowledging the technical challenges of shifting or burying the line due to its age and importance, they argued that the Appellants' concerns deserved a hearing. The Electricity Ombudsman upheld CGRF's decision regarding the immediate undergrounding of the power line due to technical limitations. However, they recommended the Respondent to explore alternative solutions in the future, such as rerouting or burying the line underground, and consider the Appellants' request if they reapply when such options become technically feasible.</p>	
11	34/2023	Shri Divyakant Ajubhai Parmar C/o. Smt. Manjulaben Divyakant Parmar	TPL, Ahmedabad	Meter Reading & Billing Issue	<p>The Appellant, Shri Divyakant Ajubhai Parmar C/o. Smt. Manjulaben Divyakant Parmar who has electricity connection from the Respondent with customer no.3281817. The Appellant, Shri Divyakant A. Parmar filed a complaint with the Electricity Ombudsman against the Respondent, Torrent Power Limited, Ahmedabad. The Appellant contested the meter reading</p>	

					<p>and the resulting high electricity bills. The Appellant argued that the Respondent did not follow proper procedure when replacing his old meter and installing a new one. The Appellant also claimed the new meter was faulty and registered inaccurate consumption.</p> <p>The Respondent, Torrent Power Limited responded by stating they followed standard procedures for replacing the meter and denied any discrepancies in the billing process. The Respondent argued that the consumption recorded by the new meter was accurate.</p> <p>The Electricity Ombudsman observed that the Respondent responded to the inquiries of the Appellant and that the meter replacement process was as per the standard norms. However, the Electricity Ombudsman found that the Respondent failed to properly notify the Appellant before sending a representative to disconnect their power supply. The Electricity Ombudsman also ruled that while the new meter appeared to be functioning correctly, the Appellant has the right to request a third-party test of the meter at their own expense. The Electricity Ombudsman concluded that the electricity bill issued by the Respondent was accurate and should be paid by the Appellant.</p>	
12	35/2023	Shri Ravatbhai Vashrambhai Jograna	TPL, Surat	Load Extension	<p>The Appellant, Shri Rawatbhai Vasrambhai Jograna requested to the Respondent for a load increase of 6KW in Service No. 500281900 on 22.05.2023. The Respondent denied the request stating there wasn't enough space for a new substation. Due to the action of the Respondent, the Appellant approached before Consumer Grievance Redressal Forum regarding a solution to this matter but aggrieved by the order of Consumer Grivance Redressal Forum, the Appellant approached before the Electricity Ombudsman, Ahmedabad.</p> <p>The Respondent argued that the existing substation had reached its maximum capacity and increasing load would require a new substation. They claimed they had contacted the Appellant and nearby societies to allot space for a new</p>	Vide letter dated 1530 dated 10.06.2024, The Respondent has implemented the order.

					<p>substation but were unsuccessful. They provided documents detailing their efforts to secure a location. The Respondent also pointed out that residents were likely misusing their electricity connections for commercial purposes, further increasing the load demand. While they acknowledged their obligation to provide electricity under the Electricity Act and GERC regulations, they argued technical feasibility needed to be considered.</p> <p>The Respondent cited a regulation requiring consumers to provide space for substations free of charge. They argued they had made sufficient efforts to collaborate with the Appellant and the community but were unable to secure a location. They further argued that a location proposed by the Appellant was unsafe.</p> <p>The said situation changed when the Appellant informed the Electricity Ombudsman, Ahmedabad that the Surat Municipal Corporation had allotted a new substation site to the Respondent near Ram Rajya Society. With a new substation location secured, the Electricity Ombudsman, Ahmedabad concluded the main cause of the grievance had been resolved.</p> <p>The Electricity Ombudsman, Ahmedabad directed the Appellant to specify the purpose of his electricity consumption and category and request to the Respondent for the required load according to the Regulations of the Gujarat Electricity Regulatory Commission. So that the further process of the matter of the Appellant can be carried out by the Respondent as per the prevailing rules.</p>	
13	36/2023	M/s. N.N.P. Engineers	TPL, Ahmedabad	Service Related	The Appellant has withdrawn the representation stating that a mutual settlement was made with the Respondent and Respondent has submitted the same. Withdrawal of the representation is allowed, no order issued.	
14	37/2023	M/s. Euro Panel Products Pvt. Ltd.	DGVCL, Valsad	Billing Related	The Appellant, M/s. Euro Panel Products Pvt. Limited, a company, argued that the Respondent, Dakshin Gujarat Vij Company, Industrial Division Office, Vapi miscalculated their power factor rebate/penalty on	Status of order of Ombudsman is asked from the Respondent.

					<p>electricity bills before February-2019. They believe the calculation should be based on the energy charge before deducting the night rebate, following the Gujarat Electricity Regulatory Commission's tariff order.</p> <p>the Respondent admits that they previously calculated the rebate/penalty after deducting the night rebate. They claim this practice stopped in March-2019 after Gujarat Urja Vikas Nigam Limited instructed them to update their billing system.</p> <p>The Appellant, M/s. Euro Panel Products Pvt. Limited appealed to Consumer Grievance Redressal Forum, Dakshin Gujarat Vij Company Limited, Valsad but Consumer Grievance Redressal Forum, Dakshin Gujarat Vij Company Limited, Valsad rejected their claim for a rebate on pre-March 2019 bills, citing the Law of Limitation Act, 1963. The Appellant, M/s. Euro Panel Products Pvt. Limited believe Consumer Grievance Redressal Forum misinterpreted the rules.</p> <p>The Appellant, M/s. Euro Panel Products Pvt. also argued that the Respondent, Dakshin Gujarat Vij Company, Industrial Division Office, Vapi miscalculated electricity duty from May-2020 onwards. They believe the duty should only apply to the cost of electricity consumption, not additional charges like the power factor penalty.</p> <p>The Electricity Ombudsman Ordered to offset the amount in the next electricity bill after checking the calculation of Power Factor Rebate/Penalty done by the Respondent in the Electricity bills prior to March-2019 and after verifying calculation as per the tariff order approved by Gujarat Electricity Regulatory Commission from time to time.</p> <p>The Electricity Ombudsman, Ahmedabad, after considering the arguments and relevant provisions under Schedule-I, Part-I(3) of The Gujarat Electricity Duty Act, 1958, determined that the matter falls under the purview of the Collector of Electricity Duty, Gandhinagar.</p> <p>Therefore, The Electricity Ombudsman, Ahmedabad advised the Appellant to</p>	
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					<p>approach the concerned office and officer with their complaint regarding the electricity duty miscalculation.</p>
15	38/2023	M/s. Blueivy Hospitality Pvt. Ltd.	MGVCL, Vadodara	Estimate Related	<p>The Appellant, M/s. Blueivy Hospitality Pvt. Ltd., a company has a power connection with a contracted demand of 100KW. They have been exceeding this limit and the Respondent, MGVCL, Town Division Office, Anand has informed them multiple times to regularise their consumption.</p> <p>As per the documentary evidence submitted by the Respondent, total 7 times in the financial year 2022-23 and total 5 times in the financial year 2023-24 (up to September-24) the Appellant has used power demand of 5% or more than the contracted power load. As per GERC Supply Code, 2015, clause No. 4.95, the Respondent proposed to convert the connection from LT to HT. The Appellant, M/s. Blueivy Hospitality Pvt. Ltd. contested this and also requested a separate connection for their banquet hall. Additionally, The Appellant, M/s. Blueivy Hospitality Pvt. Ltd. stated that they are unable to guarantee future control over their power consumption.</p> <p>Consumer Grievance Redressal Forum ruled in favour of The Respondent for the conversion but rejected the request for maintaining the existing connection. The Appellant, M/s. Blueivy Hospitality Pvt. Ltd. appealed to the Electricity Ombudsman, Ahmedabad.</p> <p>The Electricity Ombudsman viewed the evidence and concluded that the Appellant, M/s. Blueivy Hospitality Pvt. Ltd. has been exceeding the contracted demand and their request for a separate connection depended on keeping the existing connection which was not approved. The Electricity Ombudsman found the Respondent's actions regarding the legality of the power load are deemed justified under the GERC Supply Code, 2015. This includes the estimated billing adjustments, conversion from LT to HT power connection, and directed the Respondent to complete the procedure promptly, reporting to the Electricity Ombudsman, Ahmedabad and also directed</p>

					the Respondent that further actions based on the GERC Supply Code may be taken by the Respondent if the Appellant chooses to apply for a new electricity connection.	
16	39/2023	Shri Rakeshbhai Prabhudas Patel	MGVCL, Vadodara	Billing Related	<p>The Appellant, Shri Rakeshbhai Prabhudas Patel, is having a commercial purpose connection i.e. cold room with consumer no. 04317/02022/0 and load of 20kW of the Respondent, Madhya Gujarat Vij Company Limited, South Sub-division Office, Anand. This case involves a dispute between the Appellant and the Respondent regarding seasonal tariff charges, supplementary bill of unauthorized charges and load shedding process.</p> <p>The Appellant, who runs a cold storage facility, argues they were unaware of and did not apply for seasonal tariffs. They also contest a supplementary bill for exceeding their contracted load and claim they requested load reductions that weren't processed.</p> <p>The Respondent submitted that the Appellant applied for seasonal benefits and that the charges are accurate based on GERC regulations. They also justify the supplementary bill for exceeding the contracted load and explain the process for load reduction requests, which the Appellant allegedly didn't follow correctly.</p> <p>The Electricity Ombudsman finds the dispute regarding unauthorised load increase and load reduction requests falls outside their jurisdiction. However, they criticise the Respondent's billing department for failing to properly inform the Appellant about seasonal tariffs and the process for recovering related charges.</p> <p>While acknowledging the delay in billing, the Electricity Ombudsman concludes the final bill amount for seasonal tariff charges is correct based on GERC regulations. They instruct the Respondent to improve customer communication regarding seasonal billing and related processes. The Appellant is liable to pay the outstanding amount for seasonal tariff charges.</p>	
17	40/2023	M/s. Ajay Electrical Engineering Co.	UGVCL, Sabarmati, Ahmedabad	Disconnection of Power Supply	The Appellant, Shri Ajay R. Mishra and Shri Sanjay R. Mishra, claiming to represent	Review appeal filed by

					<p>M/s. Ajay Electricals Engineering Co., filed a complaint with the Electricity Ombudsman, Ahmedabad. They allege that the Respondent did not properly verify documents before granting a high-tension (HT) power connection to the company at Plot No.14, G.I.D.C., Kathwada and asked for disconnection of the same. The Respondent counters that the connection was provided following their standard procedures and lists the documents submitted by M/s. Ajay Electricals Engineering Co. These documents included proof of possession from G.I.D.C., partnership details, and power of attorney. Notably, the Respondent emphasizes that these documents showed Shri Ajay R. Mishra and Shri Sanjay R. Mishra were not partners at the time of the application. During the hearing, both sides presented their arguments. The Appellant insisted that the Respondent should re-verify the documents and potentially disconnect the power supply. The Respondent, on the other hand, maintained that they followed protocol and the documents showed the Appellant were not partners and argues that the connection was released lawfully following clauses 4.16, 4.17, and 4.18 of GERC Supply Code, Notification No.4 of 2015. These clauses specify acceptable documents for proof of ownership/occupancy, current address, and partnership authorization. The Respondent claims their actions complied with these regulations. The Electricity Ombudsman directed that the Appellant must submit a written application with signatures from all partners of M/s. Ajay Electricals or a notarized consent from all legal partners. Upon receiving this application, the Respondent, UGVCL is directed to follow clauses 8.6 and 8.7 of the GERC code for further action.</p>	the Appellant against the order passed by the Ombudsman which is rejected.
18	41/2023	Mo. Iqbal G. Rasul Moriswala	DGVCL, Surat	Billing Related	The Appellant disputed a high energy bill for slowness in meter. The Respondent claims the meter was 37.44% slow based on a site inspection and lab test. The Appellant argued that they were not informed	

					<p>about technical terms in the meter report and the slowness calculation. They also point out no change in consumption after the meter replacement and no zero Amp. events showing in the MRI report.</p> <p>The Respondent counters that a burnt component and temper events were found in the meter, justifying the slowness and the bill based on relevant clauses of the GERC supply code. The Respondent also explained the tampering events recorded in the meter MRI data.</p> <p>During the hearing, the Appellant requested a third-party meter inspection, which was approved. However, their chosen lab couldn't determine accuracy due to meter damage. The Respondent confirmed meter damage and tampering events, while the Appellant contested the slowness calculation based on the meter MRI report.</p> <p>The Electricity Ombudsman direct the Respondent to recalculate the duration of slowness considering the exact current make/break event from the MRI data and further, the supplementary bill is to be calculated as per the clause no. 6.33 of the GERC supply code and related matters 2015.</p>	
19	42/2023	M/s. SRF Limited	DGVCL, Surat	Billing Related	<p>The Appellant, M/s. SRF Limited, an industrial consumer with a contracted electricity load of 23,000 KVA, applied to increase its power demand to 66,000 KVA under Option-III. They completed the necessary agreement and paid the estimated cost for the extension work. As per the agreement, The Appellant, M/s. SRF Limited had 180 days to complete the work and then 60 days to activate the power supply. Failing to meet these deadlines resulted in charging minimum demand charges.</p> <p>According to the Respondent, the Appellant, M/s. SRF Limited did not complete the work within 180 days. The Respondent issued a notice in November 2022, giving the Appellant, M/s. SRF Limited 60 days to complete the work and activate the power supply. After this period, they would be liable to pay minimum demand charges based on the contracted capacity of 66,000 KVA.</p>	<p>The Respondent has filed SCA No. 21045 of 2023 before Hon'ble High Court of Gujarat, Ahmedabad aggrieved by the order passed by Consumer Grievance Redressal Forum, Dakshin Gujarat Vij Company Limited, Surat.</p>

					<p>The Appellant, M/s. SRF Limited challenged the minimum demand charges, arguing that the 60-day notice was invalid and the delay was beyond their control. CGRF partially sided with The Appellant, M/s. SRF Limited, after that The Respondent submitted that as per the approval of competent authority, the Respondent have filed the SCA No. 21045 of 2023 before the Hon'ble High Court of Gujarat against the order of CGRF in case no. 35/2023-24 dated 04.10.2023.</p> <p>Based on the fact that the Respondent had appealed to a higher court, the appeal cannot be decided at this current level because it involves a matter of precedent. Therefore, the appeal is dismissed of the Appellant, M/s. SRF Limited without deciding by the Electricity Ombudsman.</p>	
20	43/2023	M/s. Farmson Pharmaceutical Gujarat Pvt. Ltd. [Unit-III]	DGVCL, Surat	Billing Related	<p>The Appellant, M/s. Farmson Pharmaceutical Gujarat Pvt. Ltd. [Unit-III], a company with high tension (HT) connections with contracted load 1600kVA, Customer No.39703 from the Respondent believes there are errors in their bills.</p> <p>The Appellant has two main complaints regarding their bill calculations i.e. power factor rebate/penalty and electricity duty. They argue that the Respondent did not calculate the power factor rebate/penalty and the 15% electricity duty according to the relevant regulations. The Appellant believes the rebate/penalty should be based on the energy charge before night rebate, not after, as mandated by the Gujarat Electricity Regulatory Commission (GERC) tariff order. As stated by the Respondent before March-2019, Power Factor Rebate/Penalty was calculated on the amount after deducting Night Rebate Charge from Energy Charge and GUVNL is instructed to make necessary changes in HT Billing System vide letter dated 29.05.2018. The Appellant argues that a 15% electricity duty is applied to their entire bill, including charges not mentioned in the Gujarat Electricity Duty Act. The Respondent claims they rectified the error from March-2019 onwards. The Appellant also disputes the way the</p>	The Respondent has implemented the order as per their letter dated 06.05.2024.

					<p>Respondent handled an adjustment in their April 2016 bill due to a tariff change. The Respondent acknowledges an error in calculating the Appellant's April 2016 bill due to a tariff change. They claim to have rectified the error by crediting the difference amount in the May 2016 bill as per company rules. The Respondent further clarifies their billing process. Meter readings are taken on the 15th of every month, and the fixed charge is calculated for the entire month. Since the new tariff was implemented after the April 2016 meter reading, any necessary adjustments were reflected in the May 2016 bill, following the Gujarat Electricity Regulatory Commission's order. The Respondent maintains that the April 2016 billing error adjustment was made correctly in the May 2016 bill according to the Gujarat Electricity Regulatory Commission's guidelines.</p> <p>The Appellant and their representative attended the hearing. The Appellant explained that a consultant contacted the Appellant about the power factor rebate dispute for the period before March 2019. The consultant helped file a complaint and informed relevant authorities. The representative of the Appellant mentioned filing similar disputes before the Electricity Ombudsman, Ahmedabad and Rajkot.</p> <p>The Electricity Ombudsman, Ahmedabad noted the representative's efforts to raise public awareness. They claim no conflict exists since a billing program change by GUVNL, and they haven't pursued penalties in pre-March 2019 bills. The Respondent worries that the representative's pursuit of old rebates could lead to questions about past penalty actions. They emphasize that both rebates and penalties involve public funds and require seriousness from all parties.</p> <p>The Electricity Ombudsman Ordered to offset the amount in the next electricity bill after checking the calculation of Power Factor Rebate/Penalty done by the Respondent in the Electricity bills prior to March-2019 and after verifying</p>	
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					<p>calculation as per the tariff order approved by Gujarat Electricity Regulatory Commission from time to time. The Electricity Ombudsman, Ahmedabad, after considering the arguments and relevant provisions under Schedule-I, Part-I(3) of The Gujarat Electricity Duty Act, 1958, determined that the matter falls under the purview of the Collector of Electricity Duty, Gandhinagar.</p> <p>Therefore, The Electricity Ombudsman, Ahmedabad advised the Appellant to approach the concerned office and officer with their complaint regarding the electricity duty miscalculation.</p> <p>The Electricity Ombudsman mostly sided with the company, though they suggested the Respondent consider judgments from Electricity Ombudsman offices, Ahmedabad and Rajkot regarding future power factor disputes. The Electricity Ombudsman also advised the Appellant to address electricity duty calculation issues with the Collector of Electricity Duty.</p> <p>The Electricity Ombudsman emphasizes the importance of following legal precedents set by the Electricity Ombudsman, Ahmedabad and Rajkot for power factor penalty/rebate disputes. This ensures consistent and fair decisions in future similar cases and also highlights the responsibility of consultants representing the Appellant. Such consultants should be familiar with the legal framework and direct disputes to the appropriate forum, be it Consumer Grievance Redressal Forum or the Electricity Ombudsman. This approach upholds the legal system and avoids unnecessary processes. Ultimately, the goal is to guide customers efficiently. By following these recommendations, consultants can avoid wasting the Appellant/customer's time, money, and resources, as well as prevent unnecessary strain on government entities.</p>
21	44/2023	M/s. Wishpark Infra LLP	TPL, Ahmedabad	Billing Related	<p>The Appellant challenged a high electricity bill they received due to a slow meter. The bill was for 164 days from 18.01.2023 to 30.06.2023 and total Rs.1,69,811.11. The</p>

					<p>Respondent claimed the meter wasn't recording all the energy used because of a problem with one phase. The Respondent based the bill on an analysis of the MRI data of the Meter.</p> <p>The Appellant argued the bill wasn't calculated correctly according to regulations and should have been based on past usage. The Appellant cited a Clause No. 6.58 that outlines how to handle billing for faulty meters.</p> <p>The Respondent countered that the meter wasn't technically faulty but had a specific issue causing it to under-record. The Respondent said the appropriate regulation for their actions was Clause No. 6.33, which deals with adjusting bills based on meter testing results. Both sides presented evidence to support their claims. The Appellant pointed to the regulation and noted the meter data showed the problem. The Respondent emphasized the meter test results and their communication with the Appellant about the issue.</p> <p>The Electricity Ombudsman found the bill was calculated correctly according to the relevant Clause No. 6.33 by the Respondent and directed the Appellant to pay it.</p>	
22	45/2023	M/s. Sanidhya Corporation One Partnership Firm C/o. Shri Ashok Mohanbhai Bhandari, Partner	TPL, Surat	Representation Admission stage Hearing	<p>The Appellant was unhappy with an order of Complaint No.04/2023-24 from Consumer Grievances Redressal Forum, Torrent Power Limited, Surat regarding a temporary electricity connection. The Appellant filed a case with the Electricity Ombudsman i.e. Case No.33/2023. However, before the hearing, the Appellant withdrew their complaint via E-mail on 08.09.2023, indicating the issue was resolved. The Ombudsman dismissed the case on 29.09.2023, assuming an amicable resolution with the temporary connection being provided to the Appellant.</p> <p>This clarifies that the previous case addressed obtaining a temporary connection. The Appellant must follow the proper procedure if they desire a permanent connection. This involves applying to Torrent Power Limited after receiving the temporary connection. In case of rejection, the Appellant should first approach the Consumer Grievances</p>	

					Redressal Forum and then, if unsatisfied, escalate to the Electricity Ombudsman, Ahmedabad. The Appellant has bypassed the proper channels by directly approaching the Electricity Ombudsman, Ahmedabad without following these steps. Therefore, they are directed to file a complaint with the Consumer Grievances Redressal Forum, Torrent Power Limited, Surat.
23	46/2023	The Swaminarayan Park-2 Co-Operative Housing and Commercial Service Society Ltd. (Block-D)	TPL, Ahmedabad	Representation Admission stage Hearing	<p>The Appellant, The Swaminarayan Park-2 Co-Operative Housing and Commercial Service Society Ltd. (Block-D) is a consumer of the Respondent whose Consumer No.100435067 with contracted load of 27.38kW for the purpose of Water Pump and Lift (Common). The Appellant with a high electricity bill suspected a faulty meter. The Respondent checked and replaced the meter, which passed their lab test. However, the Appellant remained unconvinced and filed a complaint before Consumer Grievances Redressal Forum. Consumer Grievances Redressal Forum allowed the Appellant to have the meter tested by a third-party lab approved by the Hon'ble Gujarat Electricity Regulatory Commission. The Respondent informed the Appellant about such labs but claimed the Appellant didn't choose one. The Respondent argued that based on meter MRI data, the consumption of the Appellant actually decreased after 01.11.2022, whereas the new meter was installed on 25.11.2022. They believe the meter is accurate.</p> <p>During a hearing, the Appellant requested a third-party test of their electricity meter. The Respondent verified a certified lab, provided the contact details and instructed the Appellant to proceed if deemed necessary. The Appellant received a quote for an accuracy test only, which they deemed insufficient for their concerns. As a result, the Appellant decided not to proceed with the third-party testing.</p> <p>The Electricity Ombudsman observed that despite the Appellant's suspicion of a faulty meter, data from the meter itself, consumption patterns,</p>

					and the Respondent's meter test report suggest otherwise. Furthermore, considering the Appellant's decision to forgo the third-party test recommended by CGRF and the Electricity Ombudsman, the meter testing report made by the Respondent in the presence of the representative of the Appellant is accepted and action taken by the Respondent in this regard appears to be appropriate.
24	47/2023	Shri Yogendra R. Agrawal	TPL, Ahmedabad	Service Related	<p>The Appellant argued that the name change form provided by the Respondent lacked a column for "Purpose of Power Supply." This column, they argued, was mandatory according to the Hon'ble Gujarat Electricity Regulatory Commission. Consumer Grievance Redressal Forum partially upheld complaint of the Appellant, requiring the Respondent to either use the Hon'ble Gujarat Electricity Regulatory Commission form or the Respondent has the option to continue using their current form if they follow the provisions outlined in Clause No. 3 of the Supply Code-2015 within 60 days of this Consumer Grievance Redressal Forum order.</p> <p>The Appellant claims the Respondent did not comply with the order. They point out that Clause 3 of the Supply Code allows the Respondent to modify forms with prior approval of the Hon'ble Gujarat Electricity Regulatory Commission. The Respondent, however, argues their form contains the same information as the Hon'ble Gujarat Electricity Regulatory Commission form and simplifies the process for customers. They mentioned a customer satisfaction survey taken in the year 2016 that supposedly supported this simplification.</p> <p>The Respondent also highlighted that they hadn't received any complaints besides the Appellant's regarding the new form. They submitted a letter to the Hon'ble Gujarat Electricity Regulatory Commission mentioning a customer satisfaction survey but it didn't explicitly seek approval for the modified form.</p> <p>While the Appellant couldn't demonstrate any personal</p>

					<p>difficulty due to the form change, they expressed concern about potential future problems for consumers. The Respondent reiterated their desire to simplify the form and emphasized they can make changes with the proper approval of the Hon'ble Gujarat Electricity Regulatory Commission. Both parties agreed the Hon'ble Gujarat Electricity Regulatory Commission regulations govern the name change process. The Electricity Ombudsman, Ahmedabad, directed that the Respondent has the liberty to propose a simplified application form for the name change process. However, any modifications to the existing format require prior approval from the Hon'ble Gujarat Electricity Regulatory Commission. This aligns with the provisions outlined in Notification No.4/2015 of the Electricity Supply Code and Related Matters, Regulations set forth by the Hon'ble Gujarat Electricity Regulatory Commission.</p>
25	49/2023	M/s. NCR Buildtech	TPL, Ahmedabad	New Connection	<p>The Appellant, M/s. NCR Build Tech, A construction company applied for a new electricity connection i.e. 23.40KW from the Respondent, Torrent Power Limited. The Appellant approved the location for a substation on their property within the Ahmedabad Municipal Corporation (AMC) plans. However, a disagreement arose regarding the substation lease. The Appellant argues that while they have no objection to the substation being built on their property but the Respondent want to lease the land before providing the electricity connection. The Respondent, Torrent Power Limited cites Section 4.36 of Gujarat Electricity Regulatory Commission's regulations stating the Appellant must provide space for the substation on their premises. The Appellant counters with another Section 5.13 of Gujarat Electricity Regulatory Commission's regulations allowing for a free substation on their property with mutual consent. The Appellant believe the current situation doesn't involve mutual consent as the Respondent want a lease agreement. Finally, the</p>

					<p>Appellant references the Electricity Act, 2003, Section 43(1) requiring electricity companies to provide connections within a month.</p> <p>The Appellant raised previous case of the Appellant, M/s. Vega Infra filed a complaint against The Respondent for not providing an electricity connection. Consumer Grievance Redressal Forum previously ruled in favour of the Appellant i.e. Complaint No. 7/2021. The ruling stated that the location of the substation should be decided by mutual agreement and registering a lease deed was not mandatory. M/s. Vega Infra had already provided written consent for the substation location.</p> <p>In present Case, The Appellant demands immediate electricity connection for construction, a declaration from the Respondent acknowledging compliance with the previous forum's decision in case no.7/2021, closure of the requirement for a registered lease deed for the substation, and compensation of Rs.500/- for the delay in providing the connection.</p> <p>The Respondent claims customers often retract their initial consent for substation placement, hence the requirement for a registered lease deed. Since the Appellant hasn't provided the lease deed, the Respondent believes the delay in connection is their fault and compensation is not warranted. The issue remains unresolved. The Appellant wants the connection based on the previous ruling, while the Respondent insists on a lease deed to avoid future disputes.</p> <p>The Electricity Ombudsman is reviewing a case involving an electricity dispute between the Appellant and the Respondent regarding a sub-station on the Appellant's property. The Electricity Ombudsman will be focusing on the main issues raised as under:</p> <ul style="list-style-type: none"> • The Respondent demands a registered lease for the substation, while the Appellant is willing to provide space but opposes a registered lease. • The Appellant seeks electricity connection, but the Respondent
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					<p>insists on a lease agreement before providing it.</p> <ul style="list-style-type: none"> • The Respondent is concerned about past cases where builders or societies revoke permission for substations after initial approval. • The Appellant argues that a registered lease is not mandatory as per the Electricity Supply Code. • The Appellant proposes a notarized undertaking instead of a registered lease. • The Appellant contests the 99-year lease term and the annual lease fee of Rs. 100/-. • the Appellant believes CGRF's order in their case doesn't address whether the M/s. Vega Infra decision was followed. • The Appellant argues that the power company needs approval from the Hon'ble Gujarat Electricity Regulatory Commission for demanding a registered lease. • The Appellant raised new points in the appeal that require a decision by Consumer Grievance Redressal Forum (CGRF) before the Electricity Ombudsman can decide. <p>The Electricity Ombudsman concludes that Consumer Grievance Redressal Forum (CGRF) has not addressed these issues adequately and directs them to rehear the complaint of the Appellant and considering all points raised during this case and issue a clear decision on each point. Further, decide on the new points raised during this case before this case escalate to the Electricity Ombudsman. Hence, the case is remanded back to Consumer Grievance Redressal Forum (CGRF) to decide.</p>	
26	50/2023	Shri Niteshkumar Bhikhabhai Patel	MGVCL, Vadodara	Solar Related	<p>The Appellant, an agricultural consumer filed a complaint with the Electricity Ombudsman regarding the Suryashakti Kisan Yojana (Sky Scheme), a program that provides solar panels to farmers. The Appellant claimed the agreement for the Sky</p>	<p>The Respondent has implemented the order as per their letter dated</p>

					<p>Scheme was fraudulent, the solar panels were of low quality, and he received poor technical support.</p> <p>The Electricity Ombudsman reviewed the case. The Respondent explained the benefits of the Sky Scheme, including financial incentives for farmers who participate. The Respondent also stated that 15 farmers participated in the program on the Sandeshar Feeder and signed a bilateral and power purchase agreement. These farmers then received solar panels installed on their farms.</p> <p>The Appellant argued that the solar panels produced less electricity than expected, resulting in high electricity bills. The Appellant and other consumers wanted to withdraw from the said scheme.</p> <p>The Respondent argued that the power generation of the solar panels depended on various factors, including sunlight availability, maintenance, and shadows cast by objects near the panels. The Respondent also claimed they informed the farmers about these factors and their maintenance responsibilities. They provided data on power generation from the solar panels to support their claims. The tripartite agreement between the Appellant, the Respondent, and M/s. Solex Energy Limited, solar panel installation company stipulated a guaranteed Capacity Utilization Factor (CUF) of 18.3%. This CUF is a measure of how much power a solar panel generates compared to its maximum potential. As per submission of the Respondent which appears that the solar plant underperformed, meaning it produced less electricity than the guaranteed 18.3% CUF. However, the Respondent hadn't penalized the solar panel installation company i.e., M/s. Solex Energy Limited or compensated the consumers for the shortfall. The Electricity Ombudsman ordered the Respondent to address the Appellant/farmers' grievances within 30 days. This included calculating the amount of compensation owed to the Appellant/farmers for the shortfall in electricity generation and recovering this</p>	22.03.2024.
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					<p>compensation from the solar panel installation company according to the terms of the tripartite agreement. The Electricity Ombudsman also directed the Respondent to coordinate with the solar panel installation company to find solutions to the problems raised by the Appellant and other farmers.</p> <p>The Ombudsman clarified that the Appellant couldn't opt-out of the Sky Scheme through this complaint process. However, the Appellant could apply separately to the Respondent to remove the solar panels. The Respondent would then decide on the request based on the prevailing rules at that time.</p>
27	51/2023	Users Welfare Association	TPL, Ahmedabad	Sub Station Related Dispute	<p>The Appellant, M/s. Users Welfare Association is a recognised association, which works for consumer's interests. The Appellant's association receives a complaint regarding the provision of a registered lease deed of sub-station premises and payment of rent from the Appellant against the provision of Supply Code, 2015 by the Respondent. The Appellant, M/s. Users Welfare Association complained after their letters to the Respondent went unanswered. The main issue is that the Respondent isn't following Clause 5.13, which states that the Appellant should provide space for the substation free of charge, but with mutual agreement on location and size. The Appellant, M/s. Users Welfare Association believes the Respondent is not complying. The Appellant believes this is a violation of Clause and as per the Clause No.9.11 of the Supply Code, which allows them to file a complaint, The Appellant, M/s. Users Welfare Association filed a complaint against the Respondent before Consumer Grievance Redressal Forum for not following the Electricity Supply Code, 2015. As per Section 4.36 of Gujarat Electricity Regulatory Commission's regulations stating the Appellant must provide space for the substation on their premises. As per the Electricity Act, 2003, Clause No.43(1), 43(2), 2(22) and Electricity (Rights of Consumers) Rules, 2020, Section No.4(10) stating The Respondent must supply</p>

					<p>electricity to requesting property owners or occupiers within a timeframe (or upon infrastructure upgrades) and provide necessary electrical equipment. Consumers with a separate connection cannot demand extra supply without agreeing to a set price. The definition of "electrical plant" is also covered, excluding lines, meters, and consumer-controlled equipment. Finally, the summary mentions that required agreements become part of the application form, streamlining the process.</p> <p>The Appellant raised previous case of the Appellant, M/s. Vega Infra filed a complaint against The Respondent for not providing an electricity connection. Consumer Grievance Redressal Forum previously ruled in favour of the Appellant i.e. Complaint No. 7/2021. The ruling stated that the location of the substation should be decided by mutual agreement and registering a lease deed was not mandatory. M/s. Vega Infra had already provided written consent for the substation location. In present Case, The Appellant demands immediate closure of the requirement for a registered lease deed for the substation and asked for order of not following Clause 5.13.</p> <p>The Respondent claims customers often retract their initial consent for substation placement, hence the requirement for a registered lease deed. Since the Appellant hasn't provided the lease deed. The issue remains unresolved. As the Respondent insists on a lease deed to avoid future disputes.</p> <p>The Electricity Ombudsman is reviewing a case involving an electricity dispute between the Appellant and the Respondent regarding a sub-station on the Appellant's property. The Electricity Ombudsman will be focusing on the main issues raised as under:</p> <ul style="list-style-type: none"> • The Respondent need to advise the Appellant on who the appropriate party should be. • The Respondent forced to implement any such provision without the permission of the Hon'ble Gujarat Electricity Regulatory Commission. 	
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					<ul style="list-style-type: none"> • The Respondent is concerned about past cases where builders or societies revoke permission for substations after initial approval. • The Appellant argues that a registered lease is not mandatory as per the Electricity Supply Code. • The Appellant proposes a notarized undertaking instead of a registered lease. • The Appellant contests the 99-year lease term and the annual lease fee of Rs. 100/-. • the Appellant believes CGRF's order in their case doesn't address whether the M/s. Vega Infra decision was followed. • The Appellant argues that the power company needs approval from the Hon'ble Gujarat Electricity Regulatory Commission for demanding a registered lease. • The Appellant raised new points in the appeal that require a decision by Consumer Grievance Redressal Forum (CGRF) before the Electricity Ombudsman can decide. <p>The Electricity Ombudsman concludes that Consumer Grievance Redressal Forum (CGRF) has not addressed these issues adequately and directs them to rehear the complaint of the Appellant and considering all points raised during this case and issue a clear decision on each point. Further, decide on the new points raised during this case before this case escalate to the Electricity Ombudsman. Hence, the case is remanded back to Consumer Grievance Redressal Forum (CGRF) to decide.</p>	
28	52/2023	M/s. Puja Corporation, Proprietor	TPL, Ahmedabad	Refund of amount paid	<p>The Appellant with a long history of on-time payments for electricity connection no.2134463 received a notice from the Respondent demanding an additional security deposit of Rs.13,400/- . The Appellant contested this demand, arguing that they had already paid a deposit and their bill payments were consistent.</p>	

					<p>The dispute centered on two key provisions of the Security Deposit Regulation-2005: Clause-4.1 requires a security deposit equivalent to three months' average electricity consumption for bi-monthly billing customers. The Respondent claimed the additional deposit was necessary to meet this requirement based on the consumer's past year's consumption. Clause-4.11, on the other hand, mandates electricity suppliers to pay interest on the security deposit at the bank rate set by the Reserve Bank of India. The Respondent assured the consumer they received interest on their initial deposit i.e. Rs. 3,000 as per this regulation.</p> <p>The Appellant appealed to the Consumer Grievance Redressal Forum after their initial complaint to the Respondent was rejected. Consumer Grievance Redressal Forum's decision sided with the Respondent, upholding the validity of the additional security deposit and interest payment on the initial deposit. The consumer appealed to the Electricity Ombudsman, Ahmedabad seeking a refund of the additional deposit.</p> <p>The Electricity Ombudsman, Ahmedabad concluded that the additional security deposit demand and the interest payment on the initial deposit were both justified. Clause-4.1 required the additional deposit as the Appellant's previous deposit didn't meet the three-month average consumption requirement, and Clause-4.11 ensured the Respondent followed regulations by paying interest on the initial deposit of the Appellant.</p> <p>Therefore, the Electricity Ombudsman, Ahmedabad found no fault with the Consumer Grievance Redressal Forum's decision, and the additional security deposit requirement remained.</p>	
29	54/2023	M/s. Plastene India Ltd.	UGVCL, Sabarmati, Ahmedabad	Billing Related	<p>The Appellant, M/s. Plasten India Limited, a company with two high tension (HT) connections i.e. (1) M/s. Plasten India Limited, Contracted Load 1370kVA, Customer No.19701 and (2) M/s. HCP Plasten Bulkpack Ltd., has a contracted load of</p>	Status of order of Ombudsman is asked from the Respondent.

					<p>100kVA, Customer no.20110 from the Respondent. The Appellant believes there are errors in their bills.</p> <p>The Appellant has two main complaints regarding their bill calculations i.e. power factor rebate/penalty and electricity duty. They argue that the Respondent did not calculate the power factor rebate/penalty and the 15% electricity duty according to the relevant regulations. The Appellant believes the rebate/penalty should be based on the energy charge before night rebate, not after, as mandated by the Gujarat Electricity Regulatory Commission (GERC) tariff order. As stated by the Respondent before March-2019, Power Factor Rebate/Penalty was calculated on the amount after deducting Night Rebate Charge from Energy Charge and GUVNL is instructed to make necessary changes in HT Billing System vide letter dated 29.05.2018. The Appellant argues that a 15% electricity duty is applied to their entire bill, including charges not mentioned in the Gujarat Electricity Duty Act. The Respondent claims they rectified the error from March-2019 onwards. The Appellant also disputes the way the Respondent handled an adjustment in their April 2016 bill due to a tariff change.</p> <p>The Respondent acknowledges an error in calculating the Appellant's April 2016 bill due to a tariff change. They claim to have rectified the error by crediting the difference amount in the May 2016 bill as per company rules. The Respondent further clarifies their billing process. Meter readings are taken on the 15th of every month, and the fixed charge is calculated for the entire month. Since the new tariff was implemented after the April 2016 meter reading, any necessary adjustments were reflected in the May 2016 bill, following the Gujarat Electricity Regulatory Commission's order. The Respondent maintains that the April 2016 billing error adjustment was made correctly in the May 2016 bill according to the Gujarat Electricity Regulatory Commission's guidelines.</p>
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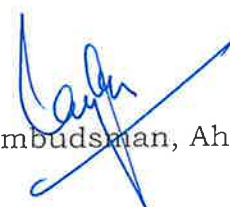
					<p>The Electricity Ombudsman mostly sided with the company, though they suggested the Respondent consider judgments from Electricity Ombudsman offices, Ahmedabad and Rajkot regarding future power factor disputes. The Electricity Ombudsman also advised the Appellant to address electricity duty calculation issues with the Collector of Electricity Duty. The Electricity Ombudsman Ordered to offset the amount in the next electricity bill after checking the calculation of Power Factor Rebate/Penalty done by the Respondent in the Electricity bills prior to March-2019 and after verifying calculation as per the tariff order approved by Gujarat Electricity Regulatory Commission from time to time. The Electricity Ombudsman, Ahmedabad, after considering the arguments and relevant provisions under Schedule-I, Part-I(3) of The Gujarat Electricity Duty Act, 1958, determined that the matter falls under the purview of the Collector of Electricity Duty, Gandhinagar. Therefore, The Electricity Ombudsman, Ahmedabad advised the Appellant to approach the concerned office and officer with their complaint regarding the electricity duty miscalculation. The Electricity Ombudsman emphasizes the importance of following legal precedents set by the Electricity Ombudsman, Ahmedabad and Rajkot for power factor penalty/rebate disputes. This ensures consistent and fair decisions in future similar cases and also highlights the responsibility of consultants representing the Appellant. Such consultants should be familiar with the legal framework and direct disputes to the appropriate forum, be it Consumer Grievance Redressal Forum or the Electricity Ombudsman. This approach upholds the legal system and avoids unnecessary processes. Ultimately, the goal is to guide customers efficiently. By following these recommendations, consultants can avoid wasting the Appellant/customer's time, money, and resources, as well</p>	
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					as prevent unnecessary strain on government entities.
30	1/2024	Shri Dinesh Ramjibhai Patel	TPL, Ahmedabad	Name Change	<p>The Appellant, Shri Dinesh Ramjibhai Patel lives at a residence since 1985 with electricity connection customer no. 525990 under the Respondent-1, Torrent Power Limited registered in the name of the Respondent-2, Shri Rajnikant Ramjibhai Patel. The Appellant, Shri Dinesh Ramjibhai Patel pays the bills and wants the name changed to his own or a new connection. The Respondent-1, Torrent Power Limited says the name change requires a "No Objection Certificate(NOC)" from the current owner the Respondent-2, Shri Rajnikant Ramjibhai Patel. The Appellant, Shri Dinesh Ramjibhai Patel offered to pay a new deposit but was denied. The Appellant claims co-ownership of the property through a written agreement and argues the NOC shouldn't be required. The Respondent-1, Torrent Power Limited cites regulations requiring NOC for name changes unless the applicant gets a new connection with a fresh deposit. However, the Respondent-2, Shri Rajnikant Ramjibhai Patel submitted a written objection to the name change.</p> <p>The Respondent-2, Shri Rajnikant Ramjibhai Patel claims he is the sole owner of the property purchased in 1985 and considers The Appellant, Shri Dinesh Ramjibhai Patel an illegal occupant. He doesn't want additional connections or transfer the existing one. He submitted documents as proof of ownership.</p> <p>The Electricity Ombudsman, Ahmedabad concludes a dispute exists between The Appellant, Shri Dinesh Ramjibhai Patel, and the Respondent-2, Shri Rajnikant Ramjibhai Patel regarding ownership. This is a civil matter outside their jurisdiction.</p> <p>The Appellant, Shri Dinesh Ramjibhai Patel, and the Respondent-2, Shri Rajnikant Ramjibhai Patel, both parties are brothers with a conflict over ownership. Since the Respondent-2, Shri Rajnikant Ramjibhai Patel objects, processing the name change is not possible.</p>

					The Electricity Ombudsman, Ahmedabad advises both brothers to settle the ownership dispute through mutual agreement or legal means. Once resolved, The Appellant, Shri Dinesh Ramjibhai Patel can reapply for the name change, and the Respondent-1, Torrent Power Limited must follow regulations for processing the application.	
31	3/2024	M/s. Vinod Realities Private Limited	UGVCL, Sabarmati, Ahmedabad	Representation Admission stage Hearing	The Appellant filed a complaint against M/s. SFC Global Commodity Pvt. Ltd. for having an illegal electricity connection as connection No. 23001/13249/3. Despite a disconnection order, the connection remains active. The Appellant argues the connection is illegal based on section 135(1)(E) and 135(1A) of the Electricity Act, 2003. The Respondent states that the connection belongs to M/s. SFC Global Commodity Pvt. Ltd., a paying customer, and the dispute is a property issue. They also point out that Consumer Grievance Redressal Forum has already dismissed the case due to a pending court case i.e. RCS No.53/2018 filed by the Appellant is pending in the Hon'ble Taluka Court, Kalol, SSRD HKP/GDHAN/49/2022 and 50/2022 is also pending before other authorities. According to the regulations, the Appellant cannot file a complaint because a court case is already underway concerning the same issue. The regulations also specify limitations for filing complaints and representations. Therefore, due to the ongoing court case, the Appellant's complaint is dismissed without any decision at this level by the Electricity Ombudsman, Ahmedabad. They are free to file a fresh complaint after the court case concludes. Following the proper regulations, the Appellant could file the representation before the appropriate authority.	
32	4/2024	M/s. Rajul Industries	MGVCL, Godhara	Estimate Related	The Appellant, M/s. Rajul Industries is a customer of the Respondent having a contracted load is 90KW under LTMD Tariff with Consumer No.17101/52571/7. The Appellant has challenged the Suo-Moto estimate issued by the Respondent to regularize the contracted demand.	Status of order of Ombudsman is asked from the Respondent.

					<p>The Respondent argued they had previously notified The Appellant, M/s. Rajul Industries about exceeding their contracted usage and offered them opportunities to adjust their consumption or upgrade their connection. Evidence showed usage exceeding the contracted limit in both 2022-23 and 2023-24. Acknowledging similar past decisions by the Electricity Ombudsman allowing consumers to maintain their connection level with additional charges, the final decision suggests a compromise. The Appellant, M/s. Rajul Industries can stay on the LT connection level if the Appellant restrict their demand and also undertake that they will not use the excess demand beyond their contract demand.</p> <p>the Appellant must apply to extend their LT connection to the maximum permissible limit. This application to the Respondent to increase their allowed power usage under the LT voltage level, ensuring that they are authorized to use the maximum limit allowed within the LT category and they must pay the minimum charges proposed by the Respondent for the past two years of exceeding their contracted demand. This charge, likely calculated based on the difference between their contracted demand and actual Demand, acknowledges the past violation and serves as a penalty to stop future overconsumption. The Respondent shall monitor the maximum demand utilized by the Appellant regularly and in case of violation, they may take action as per regulation 4.95 of the GERC's Electricity Supply code and related matters Regulation-2015.</p>	
33	6/2024	M/s. Inara Polyfab Pvt. Ltd.	DGVCL, Surat	Review Case No.15/2023 (Admission Stage Hearing)	<p>The Appellant, aggrieved with an order issued by the Electricity Ombudsman, Ahmedabad on 25.09.2023 in Case No.15/2023, filed a review application on 03.02.2024. This review application, registered as Case No. 6/2024 (Review of Case No. 15/2023) (Admission Stage), resulted in hearings on 29.02.2024. Interestingly, the Appellant's review primarily reiterates their original arguments and doesn't raise any new issues with the electricity supply.</p>	Review appeal filed by the Appellant against the order passed by the Ombudsman which is rejected.

					<p>Section No. 3.47 of the Gujarat Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) Regulations, 2019 allow for order reviews within 30 days for reasons like new evidence, errors in the record, or other sufficient reasons. However, the Appellant's application is significantly delayed i.e. 131 days and lacks any explanation for the delay. Additionally, the review doesn't present new evidence, identify clear errors in the original order, or establish legal grounds for revision. Therefore, due to the delay and lack of a compelling reason for review, the Electricity Ombudsman, Ahmedabad dismiss the Appellant's application.</p>	
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Electricity Ombudsman, Ahmedabad

OFFICE OF THE ELECTRICITY OMBUDSMAN, AHMEDABAD

**Status of representations disposed of by the Electricity Ombudsman, Ahmedabad during the
Second half-year (i.e. October.2023 to March.2024) of the year 2023-24.**

Sr. No.	CGRF	Representations			Representations disposed of				Representations pending at the end of 31.03.2024	Disposed of within 45 days.	Disposed of after 45 days.	No. of seatings.
		Pending as on 01.10.'23	Received during Oct.'23 to March.'24	Total	In favour of Appellant	In favour of Licensee	Others	Total				
1	MGVCL- Vadodara	5	5	10	4	4	0	8	2	0	8	4
2	MGVCL- Godhara	0	3	3	1	0	0	1	2	1	0	1
3	DGVCL- Surat	3	5	8	2	2	2	6	2	1	5	8
4	DGVCL- Valsad	0	1	1	1	0	0	1	0	0	1	1
5	UGVCL- Sabarmati	1	3	4	1	2	1	4	0	1	3	3
6	UGVCL- Mahesana	0	0	0	0	0	0	0	0	0	0	0
7	TPL- Ahmedabad	2	9	11	0	6	4	10	1	2	8	13
8	TPL- Surat	2	2	4	1	0	2	3	1	1	2	4
9	TPL- Dahej	0	0	0	0	0	0	0	0	0	0	0
	Total	13	28	41	10	14	9	33	8	6	27	34


Electricity Ombudsman, Ahmedabad

OFFICE OF THE ELECTRICITY OMBUDSMAN, AHMEDABAD

Status of representations disposed of by the Electricity Ombudsman, Ahmedabad during the Yearly (i.e. April.2023 to March.2024) of the year 2023-24.

Sr. No.	CGRF	Representations			Representations disposed of				Representations pending at the end of 31.03.2024	Disposed of within 45 days.	Disposed of after 45 days.	No. of seatings.
		Pending as on 01.04.'23	Received during April.'23 to March.'24	Total	In favour of Appellant	In favour of Licensee	Others	Total				
1	MGVCL- Vadodara	3	10	13	5	6	0	11	2	0	11	11
2	MGVCL- Godhara	2	4	6	2	1	1	4	2	1	3	5
3	DGVCL- Surat	4	10	14	3	4	5	12	2	1	11	16
4	DGVCL- Valsad	2	1	3	1	1	1	3	0	0	3	7
5	UGVCL- Sabarmati	4	6	10	3	4	3	10	0	2	8	11
6	UGVCL- Mahesana	2	1	3	0	3	0	3	0	0	3	3
7	TPL- Ahmedabad	2	11	13	2	6	4	12	1	2	10	15
8	TPL- Surat	1	6	7	2	0	4	6	1	2	4	7
9	TPL- Dahej	0	0	0	0	0	0	0	0	0	0	0
	Total	20	49	69	18	25	18	61	8	8	53	75


Electricity Ombudsman, Ahmedabad