FORUM OF THE ELECTRICITY OMBUDSMAN, JHARKHAND-

R A N C H I

(4th *floor, Bhagirathi Complex, Karamtoli Road, Ranchi – 834001)*

Present- Prem Prakash Pandey

Electricity Ombudsman

Case No. EOJ/06/2017 **Ranchi, dated, 27 th day of March 2018**

The Jharkhand Urja Vikas Nigam Limited through its Law Officer- namely Mithilesh Kumar, S/o- Sri. R. B. Choudhary, R/o- Kusai Colony, P.O. & P.S.- Doranda, District- Ranchi.

…… **Appellant**

Versus

M/s United Steels, a unit of R.V.Metallics Pvt. Ltd., represented through its Director, Sri. Rohit Pradhan, S/o- Sri. Krishna Pradhan, R/o- Pradhan Mansion, North Office Para, P.O. & P.S.- Doranda, District- Ranchi.

……. **Respondent(s)**

For the Appellant : Sri. Rahul Kumar (Standing Counsel)

: Sri. Prabhat Singh (Additional Counsel)

For the Respondent : Sri. D.K.Pathak - Advocate

(Arising out of impugned Judgement and order dated 30-05-2017, passed in complaint case no. 04 of 2016, by the Learned V.U.S.N.F., Ranchi.)

J U D G E M E N T

1. The instant appeal is directed against the impugned judgment and order dated 30-05-2017, passed by the Learned Vidyut Upbhokta Shikayat Niwaran Forum; here- in- after called VUSNF, Ranchi, in complaint case no. 04 of 2016 , whereby and where under, the learned. V.U.S.N.F. disposed of the complaint petition with the following view and directions:-

(a) The guideline of chapter 6, 7 and 10 of JSERC (Electricity Supply Code) Regulation'2005 (amendment 2010) is not followed completely, in processing the application of petitioner for fresh electric connection.

(b) The connected load mentioned in installment card at sl. No. - p (Annexure no. 03) as per condition no. 4 in letter of G.M.-cum-Chief Engineer of Ranchi Zone of Annexure 1 was not considered.

(c) The amount of DPS to the tune of Rs. 30,48,532/- requires to be recalculated & corrected and for this issue fresh bill.

(d) The respondents were not justified in imposing fixed charge to the tune of Rs. 23,98,500/-.

(e) The interest on security deposits are to be recalculated @ Bank rate, prevailing in relevant financial year, till the date of issuance of final bill.,

2- The factual matrix of the case, in brief, as contained in complaint petition of the Respondent (Petitioner) is that Respondent had taken an electric connection from the Appellant, vide consumer no. H.K.6978, under HTSS Tariff category, which was energized on 06-05-2011. It is specific case of the Respondent that at the time of taking electrical connection, a request was made to the authority of the Appellant to assess the actual required load, accordingly , the Electrical Assistant Engineer visited his plant and advised to apply for load of 1300 K.V.A. and accordingly, an application for fresh connection with contract demand of 1300 KVA load was submitted, though, he was totally ignorant about the technicalities of the required load for smooth running of the plant but he

totally relied upon and complied with the direction of the Assistant Electrical Engineer, applied for contract demand of 1300 KVA , which was approved by the G.M. cum Chief Engineer vide memo no.2007 dated 17-07-2010 with direction to deposit of Rs.40,95,000 by way of security deposit vide letter no. 1037 dated 26-07-2010 and accordingly, he had deposited the aforesaid amount, as security, against 1300 KVA. Apart from it, as per sanction letter, several tasks including submission of certificate of Electrical Inspector, Energy Department and installation Card from a licensed contractor, was given to him.

3- The further case of the Respondent/ Petitioner is that while complying the aforesaid requirement, he approached the licensed contractor, in whose supervision electrical installation was executed for issuance of installation card. The licensed contractor verified the equipment and machinery of plant, which was to be energized by electricity energy, found total installed load 982 KVA and for running the unit 900 KVA load is sufficient. The further case is that on the basis of the report of the Licensed Electrical contractor, he immediately approached Electrical Executive Engineer, Electric Supply Division , Doranda and put the entire facts through a written report dated 13-10-2010 and requested for reduction of load from 1300 KVA to 900 KVA and to refund the excess security amount paid by him before execution of an agreement but despite of request made by him and upon submission of installation card, the Appellant did not verify the actual facts and ignoring the representation and installation card , executed the agreement in terms of proposal i.e. sanction load of 1300 KVA.

4- It is alleged that as per practice prevalent in the electricity department , authorities got the blank agreement, signed from the petitioner and after more than two months from the energization of the electrical

connection , the petitioner was served with a copy of the H.T.T.S. agreement through letter no. 1052, dated 09-07-2012, mentioning sanction load of 1300 KVA, whereas electrical connection was energized on 06-05-2011 and first electricity bill was served upon him in the month of June 2011, showing 1300 KVA contract demand. Thereupon , the said bill was paid but reiterated for correction of contract demand vide its representation, dated 28-06-2011 with request to the Appellant to have installed transformer of 1065 KVA and also requested for adjustment of excess deposit security amount and further reiterated his protest vide his letter dated 28-03-2012. However, after much request and reminder, the Appellant adjusted the excess realized security deposit in the monthly energy bill for the month of March 2013 dated 10-04-2013 but the interest upon the said security deposit has not been provided as per the provision of Supply Code Regulation as prevailing Bank rate. Although, excess security deposit were adjusted but in the monthly bill contract demand remain untouched and 75% of it were made basis for calculation of energy charges in the monthly bill. It is also alleged that barring few months his electricity consumption has not reached even up to 75% of the contract demand. It is further alleged that due to excess charging of KVA charges, the respondent has been burdened with DPS as well on such excess KVA charges.

5- The further case of the respondent/ petitioner is that he gave one month prior notice, vide his letter dated 22-12-2014 to E.S.E., Ranchi circle, for determination of agreement and disconnection of electric supply , accordingly, his electric line was disconnected but after about one year of electric disconnection, the Appellant has issued final bill dated 21-12 2015, showing the total dues to the tune of Rs.01,17,19,121/ after adjustment of security deposit to the tune of Rs. 22,08,580/, the total dues of the energy

charge till December 2014, is shown Rs. 01,00,64,960/, where in DPS is Rs. 30,48,584/. Besides that Rs. 23,98,500/ has been charged for noted period from January 2015 to June 2015 and no interest was paid to the security deposit, which is absolutely wrong as per prevailing Tariff and Regulation. It is further alleged that a sum of Rs.14,63,416/ has been added by way of DPS for the period of January 2015 to December 2015, totally ignoring the provision of charging DPS till date of disconnection. It is also alleged that in the bill dated 25-01-2016 a demand of Rs. 1,17, 19,121/ has been made with warning of certificate proceeding would have also been made in case of non payment of the same. Thereupon, he has made a representation before the competent authority for Redressal of his grievances, narrating the entire facts as well as legal position of disputes vide its representation dated 02-08-2016 but after lapse of mandatory period, the competent authority has not taken any decision Hence instant case is being instituted.

6- The appellant appeared before the learned VUSNF and in reply filed counter affidavit, admitting therein, that respondent is a H.T.T.S. category consumer, having contract load of 1300 KVA and accordingly he had executed an agreement in which sanctioned load is shown 1300 KVA. It is further stated that the respondent had applied for reduction of load from 1300 KVA to 900 KVA but his application was not in prescribed format along with other relevant document viz. details of alteration/ modification/ removal of electrical installation with work completion of certificate and test report from a licensed contractor, where alteration of installation and details of generation , if any , installed by the consumer with safety clearance certificate from competent authority as applicable but the above document was not submitted by consumer. However as per clause 9.1.2 of JSEC supply code regulation2005 (amendment 2010)-“ if there is any dues,

enhancement / reduction of contract demand / sanctioned load may be out rightly rejected by distribution licensee if the consumer is in arrear of licensee's dues and the same has not been stayed by any court of law or commission" . Thus on the basis of the aforesaid facts and circumstances, the reduction of contract demand from 300KVA to 900 KVA can not be revised. Moreover, the DPS levied in the said bill was resultant of non payment of energy dues by the consumer.

7- The further reply of the Appellant is that the amount of Rs. 23,98,500/ charged in the bill, is fixed charge for termination H.T. agreement on the basis of prevailing electricity supply code regulation which clearly states that " the agreement shall be deemed to be terminated upon permanent disconnection of the consumer or when the consumer remains disconnected for a period more than six months" a consumer terminates the agreement after giving notice of thirty (30) days to the distribution licensee. Thus, in the present case, the consumer has not given any notice for termination of agreement, hence the notice period of six months has been taken in to for levy of fixed charges. It is further stated in reply that a letter dated 25-01-2016 was issued to the consumer with request to make payment of the dues outstanding for Rs. 1.17,19,121/ is a stage process before filling certificate case for realization of Nigam 's revenue. It is further stated that a certificate case has also been filed against the consumer before the certificate officer, Electric Supply Area, Ranchi, vide certificate case no.335/2016-17. It is further stated that interest to the tune of Rs.5, 93, 775/ on security deposit was paid to the consumer by way of adjustment in the energy bill for the month of March 2013 and Rs.1,32,450/ in the month of October 2013. It is admitted that amount to the tune of Rs. 18,86,420/ out of security deposit was already adjusted in the energy bill of March 2013. Lastly, it is stated that respondent has never

applied for reduction of load rather his clear cut case is correction of contract demand before execution and issuance of agreement. Clause 9 of the supply code regulation is not applicable in the case of respondent...

8- Appellant also filed supplementary affidavit and supported the facts which have already stated in counter affidavit and further challenged the maintainability of the case as per provision of the establishment of Forum.

9- The learned VUSNF has framed following issue for proper adjudication of the case:-

(i)-Whether the respondent (Appellant) wrongfully imposed the contract demand upon the petitioner (Respondent) by executing an agreement without considering the relevant Regulations and material available before the respondent (Appellant)?

(ii)- Whether the inclusion of DPS in energy bill dated 21.12.2015 to the tune of Rs. 39,48,592/ is legally sustainable?

(iii)- Whether the respondent (Appellant) were justified in imposing fixed charge to the tune of Rs. 23,98,500/ from January 2015 to June 2015 treating the same notice period ?

(iv)-whether the interest on security deposits were paid at the rate the petitioner (Respondent) is entitled to?

(v)- Whether demand of Rs. 1, 17, 19,121/ raised through letter dated 25.01.2016 is correct or lodging of certificate case requires any amendment?

10- The learned VUSNF, after discussing the entire materials available on the record, including the relevant provision of law and regulation framed by JSERC and arguments advanced on behalf of both sides, arrived on conclusion that the guideline of Chapter 6,7 and 10 of the JSERC (Electricity Supply code) Regulation 2005 (amendment 2010) is not followed completely by the Appellant in processing the application of petitioner for fresh electric connection and further connected load mentioned in installation card at sl. no. P (Annexure 03) as per condition no. 04 in letter of G.M. cum Chief Engineer of Ranchi Zone (Annexure 1) was not considered. It is further held that amount of DPS to the tune of Rs. 30. 48, 592 / requires to be calculated & corrected and for this, issue fresh bill and the interest of security deposits are to be recalculated @ Bank rate, prevailing in relevant Financial Year, till the date of issuance of final bill. Lastly, it is held that the Appellant had not justified in imposing fixed charge to the tune of Rs. 23, 98, 500 / and accordingly, with these findings, the learned VUSNF has disposed of the complaint case of the respondent with direction mentioned in the findings.

11- Assailing the impugned judgment and order, the learned additional standing counsel appearing on behalf of Appellant has contended that Respondent made an application for electric connection of 1300 KVA in his premises, in prescribed format and deposited Rs. 100/ as processing charge, thereafter feasibility report was prepared by the Electrical Superintending Engineer, electric supply circle, Ranchi and recommended for sanction of 1300 KVA. So, contract demand of 1300 KVA was sanctioned by the G.M. cum Chief Engineer vide memo no. 2007 dated 17-07-2010. It has further been submitted that there is clauses under the chapter-6 of the Electricity Supply Code, Regulation 2005 for processing

application and effecting electricity supply, which castes mandatory responsibility upon both to be satisfied before a premises gets energized. The Respondent acting upon the terms and condition of the said sanction letter of the G.M., deposited Rs. 40,95,000/ as a security deposit on 26-07-2010 and thereafter an Higher Tension agreement was executed between the parties on 29-04-2011 for supply of energy and accordingly, Appellant commenced supply of the electricity to the Respondent with effect from 06-05-2011.

12- The learned Additional standing counsel has further contended that clause 8 & 9 of the said agreement clearly stipulates there in that the agreement shall remains in force for a period not less than three years in the first instance from the date of commencement of supply i.e. 06-05-2011 and the consumer shall not be at liberty to determine this agreement before the expiration of three years, so it was binding upon the both the parties that any alteration including reduction of load cannot take place within three years of agreement period and accordingly, as per tariff order , a consumer under HTTS tariff is bound to pay an amount, as fixed charges, the actual consumption or 75% of contract demand, whichever is higher. In the case in hand, 75% of contract demand was on the higher side and therefore fixed charges was levied in final bill.

13- It has further been submitted that electric line of the respondent was disconnected due to nonpayment of electric charges. Since provision s made under the Supply Code entitles a licensee to charge fixed charges for notice period of six months so an amount for a period January 2015 to June 2015 to the tune of Rs. 23,98,500/ was charged from the respondent. Though, an agreement can also be terminated by the consumer, if gives a notice of thirty days to a distribution licensee, but in the present case, no notice was ever given to the Appellant. Although, Respondent

came up with stand before the learned VUSNF, with the help of false and fabricated document that he had served a notice for termination of agreement on 23-12-2014 and therefore fixed charges for notice period should have been charged for one month only and not for six month as per clause 8.1.6 of the Supply code.

14- The learned standing counsel has further submitted that the appellant in their reply had specifically stated that the letter of the Respondent dated 23-12-2014 has never been received in its office and the said letter has been fabricated because the person , who is said to put his initial on receiving letter was Shri Mali Gaddi, who was already superannuated from his service on 30-04-2014 but the said statement was never controverted by the Respondent on written , in spite thereof the learned VUSNF accepted the said letter as genuine saying that onus was upon the Appellant to proof that the said letter was fabricated. Thus, the finding of the learned VUSNF is alien to the law of evidence. Moreover, Appellant is entitled to collect delayed payment surcharge, as per provision of Supply Code. In case in hand, Respondent has also been levied with DPS in final energy bill as a resultant of non payment of energy dues. Lastly, it has been contended that Respondent questioned the correctness of final energy bill but the learned VUSNF, after hearing the matter, decided in favour of the Respondent, therefore the impugned order passed by the learned VUSNF is erroneous and has been passed without appreciating correct facts of the case and settled principal of law and accordingly, it is bad in law and liable to be set aside. The learned VUSNF has not appreciated the fact that the Respondent in his application before the learned VUSNF had prayed for correction of contract load where as there is no provision made under the Supply Code for correction of load after HT agreement is executed between the parties. The impugned judgment and

order passed by the learned VUSNF has travelled beyond its jurisdiction in entertaining an application of correction of load, consequently the learned VUSNF has erred in quashing the final energy bill while holding that the guide lines of chapter 6, 7 & 8 of the supply Code has not been followed by the Appellant.

15- The learned standing counsel has further submitted that the learned VUSNF has failed to consider the fact that the load mentioned in installation card has got no role to play in execution of agreement and that there is no provision under law, which restrict or bind parties to enter in to an agreement on the basis of load mentioned in the installation card. Thus, the learned VUSNF has not appreciated correct preposition of law, holding that connected load mentioned in installation card was not considered before executing agreement. Therefore, the impugned order lacks reasonableness and has been passed without any application of mind, ignoring terms and conditions of validly executed agreement. The learned VUSNF ought to have considered that fact fixed charges levied upon for the notice period was absolutely in consonance with the provision made under the code. Therefore, the finding with respect to termination notice letter is perverse and against the mandate of law. The learned VUSNF have committed gross error in holding that the onus of proving termination letter dated 23-12-2014, as false and fabricated, was upon the Appellant and in holding that the amount of DPS to the tune of RS.30,48,592/ requires to be recalculated. Thus, the impugned order is totally bad in law and as such the same is liable to be set aside.

16- Refuting the contention advanced on behalf Appellant , it has been submitted by the learned counsel, appearing on behalf of Respondent that the present appeal has been filed by the appellant is devoid of any merit and full of misleading facts and submissions advanced on behalf of

Appellant is absolutely nonest and as such fit to be rejected because the learned VUSNF, after hearing both the parties, has been pleased to discuss all the issues minutely and has given a well reasoned finding and as such the same may not require any interference therein. The learned counsel has further submitted that at the time of taking electric connection, for determining the required load, the Respondent requested the local Authority of the Appellant to assess the actual required load, accordingly the Assistant Engineer of the Appellant visited the Respondent's plant and advised to take the load of 1300 KVA, accordingly the Respondent applied for fresh connection with contract demand of 1300 KVA. Since, the Respondent was being totally ignorant about the technicality of the required load for running its plant, which was approved by the G.M. cum Chief Engineer on 17-07-2010. In terms of sanctioned order, Respondent was directed to deposit Rs. 40,95,000/ as security deposit vide letter no.1037 dated 26-07-2010 and accordingly the same was deposited. Apart from them, as per sanctioned letter dated 17-07-2010, the respondent was given several tasks including submission of certificate of Electrical Inspector, and installation of card from a licensed electrical contractor as pre-condition for grant of electrical connection.

17- It is further submitted that after deposit of security amount and prior to execution of agreement, upon verification from technical experts including the Licensed Electrical contractor, he came to know that its required load is approx 900 KVA and it will not reach in any circumstances upto 1000 KVA, whereas the respondent was wrongly directed to take the load of 1300 KVA. Just after coming to know this actual factum, Respondent immediately approached the Electrical Executive Engineer, Electric Supply Division, Doranda vide representation dated 13-10-2010 and requested for reduction of load from 1300 KVA to

900 KVA, prior to the execution of agreement and also requested to refund the excess security amount, so that in future there may not be any dispute. On the other hand, while complying the mandatory requirement as provided vide letter dated 17-07-2010, the Respondent approached the Licensed Electrical Contractor, in whose supervision Electrical installation was executed and the said contractor, while verifying all the equipment of the plant for the purpose of issuance of installation card, informed the Respondent that the total installed load is 982 KVA and for running the unit 900 KVA load is sufficient. Moreover, installation card dated 04-04-2011, itself showing the total load of the industry as 982.325 KVA, which was also submitted before the concerned Authority prior to the execution of H T agreement. It has further been submitted that Respondent personally approached to the concerned Authority and narrated the entire aforesaid facts, prior to the execution of agreement, thereupon the concerned Authority assured the Respondent that the same shall be taken care of at the time of execution of agreement. But as per the prevalent practice the Authority got the blank agreement form signed from the Respondent and after more than two months from energization of the electrical connection , the Respondent was served a copy of the HT agreement through letter no. 1052 dated 09-07-2011, wherein the same wrongful contract demand of 1300 KVA found mentioned.

18- The learned counsel for the Respondent has further contended that as matter of fact the Respondent had approached almost all the competent authorities for correction of its contract demand, however, except assurance, nothing has been done and all the months KVA charges were charged on the basis of 75% of the contract demand, whereas the Respondent actual demand has remained much less. Moreover, the licensed electrical contractor has also assessed the total load of the unit on the basis

of the machineries installed in the plant and has issued installation card dated 04-04-2011, wherein the total load has been shown as 982.325 KVA which has also been verified and approved by the Electrical Inspector, while issuing no objection certificate date 04-05-2011. Thus, due to wrongful charging of KVA the Respondent has been burdened with excess KVA charges, thereupon, DPS were also been added. Therefore due to wrongful charging of energy charges and overall slump in the automobile industry the respondent could not succeed to clear the dues every month and accordingly the burden of DPS went mounting. In spite of paying substantial amount every month the liability of energy charges made the entire operation of the respondent unworkable, ultimately, the respondent vide letter dated 22-12-2014 gave one month prior notice to the competent Authority for termination of agreement and disconnection of electrical line.

19- The learned counsel has further submitted that about one year from the date of disconnection of electric line , the Appellant has issued final bill dated 21-12 2015 showing the total dues of 1, 17,19,121/ after adjustment of security deposit amounting Rs. 22,08,580/ but no interest has been paid upon the security deposit. It has further been submitted that out of the total dues, the energy charge has been shown as Rs.1, 00, 64,960/ wherein the DPS is Rs. 30,48,584/, Besides that Rs. 23, 98,500/ has been charged as fixed charge by way Notice period from January 2015 to June 2015 which is absolutely wrong as per the prevailing Tariff and regulation, therefore as per the regulation the appellant is supposed to give interest upon the security deposit at the rate of prevalent bank rate but appellant has calculated interest at the rate of 3.5% which is absolutely against the provision of the Supply code Regulation. Though, the learned Chief Engineer (C & R) has also issued specific direction to the field official to grant interest upon the security deposit at the bank rate vide letter no. 605

dated 28- 05-2014 but the same has not been complied. Lastly, it has been strongly contended that Respondent has never prayed for reduction of load or determination of agreement rather it has been prayed for correction of load prior to the execution of agreement, which was wrongly imposed as 1300 KVA resulting thereof the Respondent could not reach to the extent of its contract demand rather availed even less than 75% of the contract demand. Thus , the learned VUSNF has discussed all the issues and decided accordingly as such the submissions advanced on behalf of Appellant is fit to be out right rejected,

20- It will admit of no doubt that Respondent is bonafide consumer bearing consumer no. H.K.6978 under HTSS tariff of the Appellant. Admittedly, at the time of taking electrical connection, for the purpose of determining the required load, the Respondent requested to the Local authority of the appellant to aces the actual required load, accordingly, the assistant Electrical engineer visited the Respondent's Plant and as per advise of Assistant electrical engineer, Respondent applied for contract demand of 1300 KVA, which was approved by the General Manager cum Chief Engineer vide memo no.2007 dated 17-07-2010 with certain terms and condition and also with direction to deposit Rs. 40,95,000/ as security amount and several tasks including submission of certificate of Electrical Inspector and installation card from a Licensed electrical contractor as pre – condition for grant of electrical connection.

21- It is relevant to mention at very outset that that after deposit of security amount and prior to execution of agreement, upon verification from technical experts including the Licensed Electrical contractor, Respondent came to know that its required load, of his plant, is approx 900 KVA and it will not reach in any circumstances upto 1000 KVA,. Just after coming to know this actual factum, Respondent, immediately, approached the

Electrical Executive Engineer, Electric Supply Division, Doranda **vide representation dated 13-10-2010 and requested for reduction of load from 1300 KVA to 900 KVA, prior to the execution of agreement and also requested to refund the excess security amount, so that in future, there may not be any dispute Of KVA for running its casting Unit Plant. It is admitted fact** that no order was passed on that very representation of the Respondent. Apart from that respondent personally approached to the concerned authority and narrated the entire facts, even prior to execution of the agreement, whereupon an assurance was given to him that the same shall be taken care of at the time of execution of agreement. It is also admitted fact that as per clause 5.1 of the supply code 2005, requisition for a new supply of electricity shall be made by the owner/occupier of the premises in duplicate in the prescribed form of the Licensee, which shall be available, free of cost from the local office of the Licensee. The Licensee shall necessarily supply two copies of agreement format, one copy of the tariff schedule and one copy of Electric supply Code along with application forms. Undoubtedly, the authorities of the appellant got the blank agreement signed from the Respondent (owner / occupier) as per practice and after energization of the electrical connection, the copy of the agreement served upon him. In this case also the authorities of the appellant after more than two months from the date of energization of electrical connection (06.05.2011) , the respondent was served a copy of the HT agreement through letter no 1052 dated 09.07.2011,wherein the contract demand was shown as 1300 KVA and thereafter first electric bill was served in the month of June 2011 upon 1300 KVA which was paid by the Respondent. However respondent again reiterated for correction of contract demand vide its representation dated 28.06.2011 with information that he had installed the transformer of 1065 KVA only and further prayed for correction of the bill and for adjustment of excess deposited security

amount. The respondent again approached vide his letter dated28.03.2012, reminding the assurance given by the department for correction of its load from 1300 KVA to 900 KVA and refund of excess paid security amount but at last , nothing was done. It is also admitted fact that after much request and reminder, the appellant adjusted the excess realized security deposit in the monthly energy bill dated 10.04.2013 but the interest upon the security deposit, as per prevalent bank rate, as per the provision of the supply code, has not been given. It is also admitted fact that all the months KVA charges were charged on the basis of contract demand whereas the respondent actual demand has remained much less.

22- Thus, taking in to consideration of the aforesaid facts and circumstances of the case, I do find that entire dispute rests upon correction of load prior to the execution of agreement. It is specific case of the Respondent that at the time of taking electrical connection for the purpose of determining required load, he requested the local authority of the appellant to assess the actual required load, thereupon, the Assistant Electrical engineer visited his plant and advised to take the load of 1300 KVA, accordingly, he had applied, which was approved by the G.M. cum Chief Engineer vide memo no 2007 dated 17.07.2010 with certain terms and condition, though he was totally ignorant about the technicality of the required load for running his plant. It is also specific case of the respondent that after deposit of security amount and prior to execution of agreement , upon verification from electrical experts including the licensed electrical contractor, he came to know that its required load is approx 900 KVA and it will not reach in any circumstances upto 1000 KVA he found himself to be wrongly advised, immediately approached the Electrical Executive Engineer, Electric Supply Division Doranda Ranchi vide representation

dated 13.10.2010 and requested for reduction/ correction of load of his plant from 1300 KVA to 900 KVA.

23- Now question arises that whether prior execution of an HT agreement, the authority of the appellant was competent under supply code to correct or reduced the load as per prayer of the Respondent or not? To answer this question, firstly, I would like to mention at very outset that there is no specific provision in Supply code but as per provision contained in clause 6.2.1, 6.2.2 and 6.2.6 of the supply code ,there should be inspection on behalf of Licensee(Appellant) to inspect the details of work to be under taken for providing electricity supply, the charges to be borne to the applicant there on in accordance with these regulations and the amount of security as per the regulation s to be deposited and at the time of inspection, licensed electrical contractor should remain present during inspection and after such inspection , within three days, the licensee shall intimate to the consumer the date of testing electrical installation of the applicant and if on testing as per clause 6.3.10 of the supply code , installation is found satisfactory, accord of sanction load, found during inspection and the amount of security to be deposited as per clause 6.2.9 of the supply code.

24- Having considered the entire facts and circumstances of the case, as stated above, I do find that while Assistant Engineer of the appellant had visited the plant of the respondent for assessment of load and accordingly, advise to take load of 1300 KVA, licensed electrical contractor was not present. As per rule, if licensed electrical contractor was present at that very time, then this situation did not arise and in those circumstances, there was no need of correction of load. In this case, Appellant failed to produce inspection report, notice and test report, as per clause 6.2.1, 6.2.6, 6.2.9 and 6.2.10 of supply code, on record. Thus , I do find that appellant

has not followed the mandatory provision , as provided, in clause 6 of the Electricity supply code, at the time of inspection , resultantly, the respondent has compelled to move to the competent authority of the Appellant and learned VUSNF & to this Forum. Further I do find that the Learned VUSNF has taken much pain to discuss the entire provision of clause 6- Procedure for Providing for fresh Electricity Service connection, of the Electricity supply code in the impugned judgment and order and arrived on final conclusion that appellant has not followed the clause 6.2.9 of the Electricity supply code, applicable at that time. Further I do find that in absence of licensed electrical contractor, inspection of the plant of respondent was made by the authority of appellant, ignoring the relevant and mandatory provision of the Electricity supply code, and accordingly, sanction order was also passed by the G.M cum Chief Engineer with direction to the Respondent to deposit security amount for 1300 KVA load. I further find and hold that petition dated 13.10.2013, for correction of load or reduction of load was submitted by the Respondent, prior to the energization of electrical connection (06-05-2011) and execution of agreement (29-04-2011) remains pending. Thus, under such circumstances, if there, any defect or error/ mistake was occurred in sanction of load, then it was incumbent upon the authority of the appellant to correct it, immediately, before execution of agreement and energization of electric connection. It is also pertinent to mention at this juncture that Appellant has taken pain, on the representation of the Respondent to recalculate the amount of the security and adjusted the excess security amount of Rs. 18,86,420/ in the monthly bill of March 2013 but contract demand shown in the said bill and in the final bill dated 21-12-2015 as 1300 KVA. It further shows that the maximum demand i.e. 75% of contract demand was being regularly levied against Respondent up to issuing final bill. Therefore, I find and hold that learned VUSNF has meticulously considered the entire

aspect in this regard and has rightly come to the finding "that Appellant being Distribution Licensee have not followed the rules provided in chapter -6 of the JSERC (Electricity Supply Code 2005) and also did not follow the condition no. 4, 8, and 9 enunciated in the letter no. 2007 dated 17-07-2010 of the G.M cum chief engineer, Ranchi Electric Supply Area rather Appellant totally overlooked the power and function of electrical Inspector mentioned in section 162 of the Electricity Act 2003 and section -7 of the " Qualification, power and functions of the Chief Electrical Inspector and Electrical Inspector Rules 2006 ." Thus it is fit case to be remitted back to the competent Authority to look in to the matter of the petitioner (Respondent) for impugned electrical connection and final bill dated 21-12 2015 in the light of Regulation enshrined under Chapter 6 and 10 of JSERC (Electricity Supply Code 2005) as amended 2010, applicable in the present case and removed the irregularities as pointed out by this forum and if deems fit and proper order to re-evaluate the entire matter either himself or direct any other competent officer to re-evaluate and pass order in the subject matter and accordingly order for fresh billing."

.**25-** Thus taking in to consideration of the main issue, which is the genesis of this case, as discussed as discussed above, I do find that the learned VUSNF has meticulously considered the entire issues in proper perspective and accordingly decided the same in right way. As per para 70 of the impugned judgment , the learned VUSNF has directed to the competent Authority to reconsider the entire matter a fresh and if necessary hear the parties and correct the demand. Thus I do find that since the matter is quite old, the competent authority of Appellant should endeavor to decide this matter expeditiously on priority basis within three months from the date of receipt of this order.

26- Therefore, there is no infirmity or illegality in the impugned judgment and order requiring interference therein. In the result, it is therefore, ordered that **t**here is no merit in this appeal and it fails. The appeal is hereby dismissed. Under the facts and circumstances of the case, both sides shall bear their respective costs. Let copy of this order be given to the both sides.

Sd/-
Dated-27-03-2018 (Prem Prakash Pandey)
Electricity Ombudsman

Dictated to the confidential Assistant, transcribed and typed by him, corrected and signed by me.

Sd/-
Dated-27-03-2018 (Prem Prakash Pandey)
Electricity Ombudsman