

Territorial Jurisdiction : State of Jharkhand

**AUTHORITY OF THE ELECTRICITY OMBUDSMAN: JHARKHAND**

Present: Gopal Kumar Roy  
Electricity Ombudsman  
2<sup>nd</sup> Floor, Rajendra Jawan Bhawan  
Main Road, Ranchi- 834001.

Dated- Ranchi, The 18th day of January, 2024

**Appeal No. EOJ / 02 of 2021**

(Arising out of judgment passed in Case no.03 of 2020 by the VUSNF, Ranchi)

1. Jharkhand Bijli Vitran Nigam Limited,  
through its Chairman-cum- Managing Director,  
office at Engineers Building H.E.C. Township,  
P.O. & P.S. Dhurwa, District Ranchi – 834004.
  
2. Electrical Executive Engineer,  
Jharkhand Bijli Vitran Nigam Limited,  
Electric Supply Division, Kokar, Ranchi – 834001.
  
3. Assistant Electrical Engineer,  
Jharkhand Bijli Vitran Nigam Limited,  
Electric Supply Sub - Division, Kokar, Ranchi – 834001. -----Appellants

**Versus.**

M/S Sachin Udyog , represented through its Proprietor  
Sanjay Choudhary, Son of Sri Jwala Prasad Choudhary,  
having its office at 9, 1, P, Industrial Area, Namkum,  
Post Office & P.S Namkum, District Ranchi, (Jharkhand).

Presently residing at Raja Hata Sanskrit College Lane,

P.O & P.S Sukhdeo Nagar Dist.-Ranchi- 834001----- Respondent

**Counsel/Representative**

On behalf of Appellant: Mr. Mohan Kumar Dubey, Standing Counsel

On behalf of Respondent: Ms. Darpana Tamang, Advocate

**JUDGEMENT**

**1.** The instant appeal is directed against the order dated 15th March 2021 passed by the Vidyut Upbhokta Shikayat Nivaran Forum, Ranchi (hereinafter shall refer to VUSNF) in Consumer Case Number 03 of 2020 where by and where under the learned VUSNF has been pleased to pass order that the licensee will issue fresh revised bill after waving fixed charge since 25.4.2017 to 14.2.2018 within 15 days of the order and M/S Sachin Udyog will deposit the dues amount within two months after issuance of the said revised bill .

**2. The Appellants have sought for the following reliefs :**

The Appellants Jharkhand Bijli Vitran Nigam Limited (hereinafter shall refer to JBVNL) and others have sought for the following reliefs -

1. To set aside the order impugned dated 15.3.2021 passed by the VUSNF, Ranchi in Consumer Case No. 03 / 2020.
2. Pending decision of the appeal, the operation of the Order impugned dated 15.3.2021 passed by the VUSNF, Ranchi is Consumer Case No. 03 / 2020 be stayed.

**3. The operative portion of impugned Order / Judgement :**

The operative portion of impugned order reads that - “The Forum feels that it is proper to consider the grievance of the Petitioner (consumer) accordingly, it is ordered that Petitioner (consumer) is not entitled for payment of fixed charged since 25.04.2017 to 14.02 2018; when, there was no electric bill (dues) pending against him and his electric connection was not restored, even after payment of RC + DC.

Thus it is hereby ordered that Licensee will issue fresh revised bill after waving fixed charge from 25.04.2017 to 14.02.018 within 15 days of the order and the Petitioner will get to deposit the dues amount within 2 months after issuance of the said revised bill.”

**4. Grounds of Appeal taken by the Appellants:**

The appellants have taken the following grounds for this appeal. The disconnection of the line of M/S Sachin Udyog was made after observing the mandates of the law as envisaged under the Electricity Act and Regulation 2015. The section 45 (3) of the Indian Electricity Act, 2003 mandates that the charges for electricity supply by the distribution licensee may include a Fixed Charge in addition to the charge for the actual electricity supply; but the learned Forum has not considered the purport and import of the same in its right spirit and perspective. Waiving of the Fixed Charge is against the provisions of law under the Electricity Act, 2003 and Jharkhand Electricity Supply Code Regulations 2015, as there is no provision for waiving the Fixed Charge when there has been continuance of electricity and existence of agreement. The Electricity Supply Code also provides for recovery of electricity charges. The Regulation 3.3.3 provides – the charges for electricity may include fixed charges, energy charges, minimum charges and all other surcharges including fuel price adjustment surcharge, delayed payment surcharge as per Tariff in force from time to time. There was reconnection of electricity in the unit of M/S Sachin Udyog from 24.4.2017 after depositing of RC-DC charge, as such no question of waiving the Fixed Charge from 25.4.2017 to 14.2.2018 arises when the petitioner’s unit was consuming the electricity. There was no

termination of agreement in between the licensee and the consumer; and as such also the consumer is liable to pay the fixed charge.

**5. Reply of Respondent M/S Sachin Udyog :**

In reply to the grounds taken by the appellants in their Memo of Appeal, the respondents have brought following facts in its counter affidavit -

The contention made in para 8 of the memo of appeal is wrong, hence denied by the respondent consumer. The learned VUSNF has rightly held that the consumer respondent is not entitled for payment of fixed charge from 25.04.2017 to 14.02.2018, because neither any electric bill was due pending nor the electric connection was restored. And the plea first time taken by the appellant before this authority that the reconnection of electricity in the consumer's unit was made on 24.04.2017. But the consumer denied this fact. And so far letter no. 313 dated 30.03.2021 and letter no. 336 dated 30.03.2021 is concerned, all these letters are issued after the judgment dated 15.03.2021 pronounced in favour of the consumer. As such there is not any value of these letters in the eye of law which are super added to save the skins of the officers of JBVNL who had done wrong. And due to the wrongful act of them i.e. disconnection of electric connection without any notice, the consumer respondent factory became shut down. The consumer respondent denied the fact or contention made in para 9 of the memo of appeal as because VUSNF had rightly passed the judgement directing the JBVNL i.e. appellants to issue fresh revised bills after waiving fixed charge from 25.04.2017 to 14.02.2018.

**6. The case of complainant M/S Sachin Udyog before the VUSNF, Ranchi.**

The complainant has taken an electrical connection in the name of Firm, Sachin Udyog which is a Flour Mill having consumer no. B3246. On 14.05.2015 the petitioner had received a bill dated 14.05.2015 wherein a demand of Rs.2,53,224 was raised by the respondent. After serving the aforesaid bill raised by the Nigam official's electricity line has been disconnected without any notice. The respondent has never followed the settled procedure and disconnected the electrical connection. Also, the respondent had not given

time to arrange the aforesaid amount which is also a violation of natural Justice. The respondent again raised a bill of Rs. 3,35,077.34 dated 02.03.2017 which had been downloaded by the complainant from the website of JBVNL. For settlement of the aforesaid bill an amount of Rs.1,25,000 was paid on 22.04.2017. an amount of Rs. 1,00,000 was paid on 22.04.2017 and an amount of Rs. 1,28,000 and Rs. 860 was paid on 24.04.17 i.e. in total comes up to Rs.3,53,860. The complainant also paid an amount of Rs.600 on 24.04.17 as RC + DC for the restoration of the electric connection but his electric connection has not been restored by the Respondent authorities. The complainant kept approaching the respondent authorities but the respondents did not restore the electric connection of the complainant. The complainant again received a bill dated 15.02.18 wherein a demand of Rs.3,34,161 on behalf of the Jharkhand Bijli Vitran Nigam Limited was raised which is arbitrary as because the electric connection of the complainant was disconnected since May,2015 and the complainant did not carry out any operation in his factory during the meantime but still such a frivolous and arbitrary amount has been raised by the respondent authorities. Once the electrical connection of the consumer is disconnected he does not continue to be a consumer of the electricity board therefore the consumer cannot be charged any amount by the JBVNL during the said period. The bill dated 15.02.2018 wherein a demand of Rs.3,34,161 has been made from the complainant is arbitrary in view of the fact that the factory of the complainant was closed and also the electric connection was disconnected since May, 2015 and is therefore liable to be quashed. The complainant on 26.02.2018 had paid an amount of Rs. 1,50,000 against the aforesaid bill as because the respondent authority was not restoring his electric connection. The complainant gave his representation dated 26.02.2018 wherein he has stated that his factory was closed during the period for which fixed charges have been charged and he objected to the same. It is also stated that he has deposited an amount of Rs.1,50,000 and requested that for paying the rest amount he requires further some time. He also made a further request that R.C.D.C. may be done and his electric connection may be restored. It is humbly stated and submitted

that thereafter again the complainant also paid Rs.900 as R.C.D.C. for restoration of the electrical connection on 26.06.2018. The electric connection of the petitioner was restored after many difficulties. In view of the aforesaid fact the bill dated 15.02.18 wherein a demand of Rs.3,34,161 is liable to be quashed and set aside the amount of Rs.1,50,000 which has been paid to the respondents is liable to adjust against the future bills.

**7. The reply of JBVNL. & ors. before the VUSNF, Ranchi.**

The consumer had approached this learned Forum earlier by way of filing case No.07 of 2019 which has been dismissed by this forum by an order dated 11.10.2019. Thus the instant case is barred by the principles of res-judicata. A wrong statement has been made at paragraph 3 of the plaint wherein it has been stated that the bill of Rs. 2,53,224 received by the consumer on 14.05.2015 has been paid . With this bill of 2,53,223.97 there was an addition of 98,845.23 as bill for the period of April and May 2015. The total comes to 3,52,069.23. This bill remained unpaid till February 2017. Against this bill, the consumer issued a cheque bearing No.439988 dated 29.03.2017. However, this cheque was not honoured by the bank and the respondent issued notice to the consumer vide memo no.296 dated 04.07.2017 intimating the same to the consumer. Even after intimation the consumer did not take any step for ensuring payment of the same till February 2017. In February 2017 the consumer made payments as indicated at paragraph 8 of plaint. On adjustment of the bill it was found that the consumer had made an excess payment of Rs.922.77. In April 2018 the consumer made a payment of Rs.1,50,000. Thus the excess payment made by the consumer till 26.02.2018 was Rs.1,50,922.77. The electricity connection to the unit of the consumer remained disconnected till January 2018 and when in February 2018 electricity connection was being restored to the unit of the consumer fixed charges for the period during which there was no electricity connection to the unit of the consumer was added the amount came to Rs.3,34,161 and after deducting the excess amount of Rs.1,50,922.77, an amount of Rs.1,83,238.23 was found due against the consumer. Thereafter the consumer made some payments which have been indicated in the

chart annexed herewith. Since the consumer did not pay the full amount the arrears have accumulated to Rs.2,10,534.92. This shall appear from the chart annexed to the instant counter affidavit. In June 2019 electricity connection to the unit of the consumer was disconnected after having served proper notice in conformity with the provisions of section 56 of the Electricity Act. It has been stated that the electricity line was disconnected without any notice to him. In reply it is submitted that disconnection notice dated 27.04.2015 as shall appear from relevant part of the dispatch register of Electric Supply Division Kokar of JBVNL. When in pursuance of the disconnection notice the consumer did not make any payment the respondent were left with no option but to disconnect electricity supply to the unit. The disconnection of electricity supply continued up to February 2018 when the consumer made an application for re-connection. Electricity supply was restored in February 2018. Though electricity supply to the unit remained disconnected for the period between April 2015 to February 2018, however, the consumer remained under a liability to pay the fixed charges even for the period of disconnection. Therefore, when an application for restoration was made, the consumer was directed to pay fixed charges.

### **FINDINGS**

**8.** The case of JBVNL before the learned VUSNF, Ranchi is that though electricity supply to the unit remained disconnected for the period between April 2015 to February 2018, the consumer remained under a liability to pay the fixed charges even for the period of disconnection. Therefore, when an application for restoration was made, the consumer was directed to pay fixed charges.

I feel expedient to project here a letter, annexed by the appellants with their memo of appeal before this Authority of Electricity Ombudsman, **which is the basis of instant appeal**, having Letter No. 313 dt. 30.3.2021 of the Electrical Assistant Engineer Electric, Supply Sub-Division Kokar, who happened to be a contesting party before the learned VUSNF Ranchi in Complaint Case No. 03 of 2020. The entire appeal is based upon the facts, as revealed, in this letter.



कार्यालय

सहायक विद्युत अभियंता  
विद्युत आपूर्ति अवर प्रमंडल कोकर राँची।

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पत्रांक सं० 313 सं० वि० अभि०, कोकर

दिनांक 30.03.21

सेवा में,

विद्युत कार्यपालक अभियंता  
विद्युत आपूर्ति प्रमण्डल,  
कोकर, राँची।

विषय :- M/S Sachin Udyog, Consumer No. B3246, Case No. 02/2020 से संबंधित आवश्यक कागजात के संबंध में।

प्रसंग :- आपका पत्रांक 333 दिनांक 26.03.2021 के आलोक में।

महाशय,

उपरोक्त विषयक के संदर्भ में सूचित करना है कि चुटिया प्रशाखा एवं विद्युत आपूर्ति अवर प्रमण्डल कोकर में उपलब्ध अभिलेख के आधार पर M/S Sachin Udyog के द्वारा RC/DC Rs. 600/- Rt. No. 988955 dated 24-04-2017 के जमा करने के उपरान्त चुटिया प्रशाखा कनीय विद्युत अभियंता के आदेशानुसार विद्युत कर्मी श्री नवीन कुमार के द्वारा Line Shutdown लेकर विद्युत शक्ति उपकेन्द्र नामकुम से लाईन बंद कराकर श्री सुबोध कुमार के साथ ट्रांसफार्मर का फ्युज जोड़कर M/S Sachin Udyog का लाईन उसी दिन चालू कर दिया गया था। मार्च-2017 से नई बिलिंग एजेंसी एस० आर० आई० टी० द्वारा स्पॉट बिलिंग का कार्य प्रारम्भ किया गया था, जिसमें तकनीकी कारणों से अनेकों उपभोक्ताओं का नये बिलिंग एप के द्वारा विपत्रीकरण नहीं हो पा रहा था। M/S Sachin Udyog का भी डैसबोर्ड में Line Disconnected Status दिखने के कारण एप के द्वारा स्पॉट बिलिंग नहीं हो पा रहा था। उपभोक्ता द्वारा विपत्र निर्गत करने के अनुरोध पर प्रमण्डल कार्यालय द्वारा उपभोक्ता के परिसर से चालू विद्युत मीटर का पठन (215588 KWH) मंगवाकर दिनांक 15.02.2018 को 334161/- रुपये का मैनुअल विद्युत विपत्र निर्गत किया गया था। चूंकि डैसबोर्ड में उपभोक्ता का Satus Line Disconnected दिख रहा था, जिस कारण उपभोक्ता के अनुरोध पर उपरोक्त बिल में से पार्ट पेमेन्ट 150000/- रुपये जमा कराने एवं RC/DC रसीद कटवाने हेतु अद्योहस्ताक्षरी को निदेश किया गया ताकि अगले माह से स्पॉट बिलिंग एप के द्वारा नियमित विपत्रीकरण किया जा सके।

उपभोक्ता द्वारा दिये गए आवेदन में लाईन चालू करने का अनुरोध किया गया था, जिसका तात्पर्य बिल चालू करने से था न की लाइन। उपभोक्ता का लाइन दिनांक 24.04.2017 से ही चालू था, ज्ञातव्य हो कि इनके चालू मीटर पठन के आधार पर दिनांक 15.02.2018 को उपभोक्ता को मैनुअल विद्युत विपत्र निर्गत किया गया था।

अतः अनुरोध है कि उपरोक्त तथ्य के आलोक में माननीय उपभोक्ता शिकायत निवारण फोरम के आदेश के विरुद्ध उच्चतर न्यायालय में अपीलवाद दायर की जा सकती है।

यह आपके सूचनार्थ एवं आवश्यक कार्यवाई हेतु अग्रसारित।

अनुलग्नक :- यथोपरि।

विश्वासभाजन

30/03/21

सहायक विद्युत अभियंता  
विद्युत आपूर्ति अवर प्रमंडल  
कोकर, राँची



The Distribution Licensee JBVNL (Appellant) by taking an adieu to its earlier stand taken before the learned VUSNF Ranchi, has filed this appeal by dint of above letter issued by the Appellant No. 3 the Assistant Electrical Engineer of Electric Supply Sub-Division, Kokar, Ranchi which has been issued after passing of the impugned order by the learned VUSNF, Ranchi. The learned VUSNF Ranchi has passed the order on 15.3.2021 while the letter bears the issuance date 30.3.2021.

The sender of above letter, the Assistant Electrical Engineer of Electric Supply Sub-Division, Kokar (Appellant No. 3) and the recipient, the Electrical Executive Engineer of Electric Supply Division, Kokar (Appellant No. 2) both were contesting opposite parties before the learned VUSNF Ranchi in Complaint Case No. 3 of 2020. The facts, as divulged in this letter, must have been in mind of the appellant no. 3, at the time of contesting the case before the learned VUSNF, Ranchi.

**9.** Since Letter No. 313 was issued on 30.03.2021, it is crystal clear that this letter was not available before the learned VUSNF Ranchi. The learned VUSNF has passed the impugned Judgement on 15.03.2021 while the letter was issued on 30.03.2021 i.e. after 15 days of pronouncement of Judgement. In Consumer Case No.- 03/2020 before the learned VUSNF Ranchi, the appellants of this appeal the JBVNL and others had filed Counter affidavit on 11.12.2020. Mr. Arun Kumar Srivastava, Senior Manager (Law) JUVNL has sworn in affidavit on 11.12.2020 to the counter affidavit. The Senior Manager (Law) has made a declaration about facts, which is totally distinct from the facts divulged in the above letter. He has declared that the electricity connection to the unit of the petitioners (M/S Sachin Udyog) remained disconnected till January 2018 and simply 'fixed charge' was charged during that period, after restoration of connection. But the letter says that on 24.3.2017 itself the electric connection was restored.

It is the case of Distribution Licensee JBVNL before the learned VUSNF Ranchi that the electricity connection to the unit of the consumer Sachin Udyog had remained disconnected till January 2018 and when in February 2018 electricity connection was being restored to the unit, fixed charges for the period during which there was no electricity connection to the unit of the petitioner was added, the amount came to Rs.3,34,161 and after deducting the excess amount of Rs. 1,50,922.77 an amount of Rs. 1,83,238.23 was found due against the petitioner.

The learned VUSNF Ranchi on the basis of the facts admitted in counter affidavit by the JBVNL at Para - 9 & 10, has passed the impugned Judgement. The finding of the learned VUSNF Ranchi is based upon the admitted fact made by the Distribution Licensee JBVNL that there was no electric supply to the consumer due to disconnection, from 24.4.2017 to 15.02.2018 and there were no pending dues on 24.4.2017. The Distribution Licensee has admitted in the counter affidavit that a sum of Rs.922.77 was excess paid by the consumer. The learned VUSNF has held that the electricity bill generated on 15.2.2018 is wrong. The learned VUSNF has decided that the JBVNL is not entitled to claim 'Fix Charge' from the consumer during the period of disconnection.

**10.** In this appeal the same officer Mr. Arun Kumar Shrivastava, Senior Manager (Law) of JBVNL, surprisingly by taking adieu from his previous declaration on affidavit as made before the VUSNF, has stated that during the period 25.4.2017 to 14.2.2018 M/S Sachin Udyog was consuming electricity, as there was reconnection of electricity in the unit.

The declaration about facts made on affidavit by the Senior Manager (Law) of JBVNL at para-12 of the counter affidavit filed before the learned VUSNF Ranchi on 11.12.2020 is mutually inconsistent with the declaration made on affidavit by the same Senior Manager (Law) of JBVNL at Para-F of the Memorandum of Appeal filed before the Electricity Ombudsman on 28.7.2021.

**11.** The learned Standing Counsel for the JBVNL has admitted that the learned VUSNF Ranchi has passed the impugned order on the basis of the declaration of the Senior Manager (Law) declaring therein that there was no electricity connection to M/S Sachin Udyog during the period 25.4.2017 to 14.2.2018.

Apparently, it was not an issue before the learned VUSNF Ranchi as to whether there was an electricity connection to M/S Sachin Udyog during 25.4.2017 to 24.2.2018 or not? The

learned VUSNF Ranchi has decided relevant issues on the basis of the admission made by the JBVNL, that there was disconnection of electricity during the period 25.4.2017 to 24.2.2018.

**12.** The circumstances necessitate to formulate the following substantial question of law to decide this appeal:-

- (i) Whether 'FIXED CHARGE' is chargeable in the case of electricity disconnection?
- (ii) Whether the Distribution Licensee JBVNL can make out a new case, inconsistent to the case before the learned VUSNF. Ranchi, in appeal before the Authority of the Electricity Ombudsman?

**13. Crucial Question (i) : whether 'fixed charge' is chargeable in case of electricity disconnection?**

The Regulation 2.3 (LL) of the Jharkhand State Electricity Regulatory Commission (Electricity Supply Code) Regulation, 2015 {hereinafter shall refer as J.S.E.R.C.(Electricity Supply Code) Regulation 2015} prescribes that 'fixed charge' shall be as per the provision of the prerating Tariff Order issued for the Distribution Licensee by the Commission.

The appellant has relied upon the Regulation 3.3.3 of the J.S.E.R.C. (Electricity Supply Code) Regulation, 2015. It reads as follows – “The charges for electricity supplied may include fixed charges, energy charges, minimum charges and all other surcharges including fuel price adjustment surcharge, delayed payment surcharge as per tariff in force from time to time.”

I find that the Regulation 3.3.3 is applicable where there is electricity connection and charges are made along with electricity consumption charges.

The clause XI (page-168) of the Annual Performance Review (APR) for FY-2016-17 and Revised ARR & Tariff determination for FY-18, FY-19 for JBVNL, is with respect to reduction in fixed charges. It reads as follow :-

Reduction in Fixed Charges : *“If at any time any consumer is prevented from receiving or using the electric energy to be supplied by JBVNL either in whole or in part due to strike, riots, fire, floods, explosion, act of God or any other case reasonable beyond control or if JBVNL is prevented from supplying or unable to supply such electric energy owing to any or all of the causes mentioned above, then the fixed charges / demand charges set out in the Tariff Schedule for that particular category of consumer shall be reduced in proportion to the ability of the consumer to take or JBVNL to supply such power.”*

If we consider this provision in a wider sense, we find that during the disconnection period fixed charge should not be chargeable.

During the course of argument Mr. Dubey, the learned Standing Counsel for the JBVNL has submitted that since the electric connection agreement remains effective even after disconnection, on non-payment of the Distribution Licensee’s dues, the consumer is liable for the Fixed Charges.

The Clause 12.7 of the J.S.E.R.C. (Electricity Supply Code) Regulation, 2015 deals with Permanent Disconnection. It reads as follow :-

*The supply shall be disconnected permanently in follow cases:*

1. *On the termination of the Agreement*
2. *If the cause for which the supply was temporarily disconnected is not removed within the notice period:*

*Provided that if the service of the consumer remains continuously disconnected for 180 days, not being a temporary disconnection upon request of the consumer, the Agreement shall be deemed to be terminated on the expiry of 15 days without prejudice to the rights of the Distribution Licensee or of the consumer under the Act for recovery of any amount due under the Agreement.*

In this case, the service of the consumer remained continuously disconnected from 25.4.2017 to 14.2.2018 i.e. more than 180 days, the 'Agreement' between the Distribution Licensee and Consumer shall be deemed to be terminated on the expiry of 15 days from 25.4.2017. It is a deemed case of the termination of agreement. I find and hold that the Distribution Licensee can not claim 'fixed charge' during this period.

Decision : In view of my findings and comments made above, this crucial issue is being decided against the Distribution Licensee JBVNL and in favour of the consumer.

**14. Crucial Question (ii) : Whether the Distribution Licensee JBVNL can make out a new case, inconsistent to the case before the learned VUSNF Ranchi, in appeal before the Authority of Electricity Ombudsman?**

It is a well settled principle of the law that an appeal is in continuation of the original suit. A person aggrieved by an order made by the lower Forum may prefer an appeal before the Competent Appellate Authority. In the instant appeal, the appellant JBVNL has not filed this appeal by pointing out any illegality or irregularity of the learned VUSNF, Ranchi rather has make out a 'New Case' and intends to get an order, in its favour, as if it is an original Forum to decide the matter. It is not a matter of furnishing additional evidence during appeal, after obtaining leave of the Authority, rather making out a complete new case, inconsistent with the previous one. Before the learned VUSNF, Ranchi, the Distribution Licensee JBVNL had declared on affidavit that during the period of 25.4.2017 to 14.2.2018, the electricity supply to the consumer M/S Sachin Udyog was disconnected and only 'Fixed Charge' was charged. But before the Electricity Ombudsman, the appellant Distribution Licensee JBVNL has changed its stand and made out a new case that during the period of 25.4.2017 to 14.2.2018, there was an electric connection, the consumer has consumed electricity and is liable to pay electric consumption charges, fixed charges etc.

The Forum (CGRF/VUSNF) is established for redressal of grievances of the consumers in accordance with the guidelines of the State Commission under section 42 (5) of the Electricity Act, 2003. As per section 42 (6) of the Electricity Act , the Commission appoints the Electricity Ombudsman. Any consumer, who is aggrieved by non-redressal of his grievances under sub-section (5) of section 42 of the Electricity Act 2003, may make a representation for the redressal of his grievances before the Electricity Ombudsman.

The Clause 20 (3) of the Jharkhand State Electricity Regulatory Commission (Guidelines for Establishment of Forum for Redressal of Grievances of the Consumers, Electricity Ombudsman and Consumer Advocacy) Regulations, 2020, authorises the Electricity Ombudsman to entertained a direct complaint ( i.e. without rejection of complaint by Forum ) if the complainant had not received any reply within a period of three months from the date of filing of the grievance before the Forum.

The Distribution Licensee JBVNL is not justified in making a new case before the Electricity Ombudsman to get an independent decision. Making out a new story shall tantamount to a fresh direct case before the Electricity Ombudsman. It is neither permissible in the Electricity Act, 2003 nor acceptable by the Jharkhand State Electricity Regulatory Commission (Guidelines for Establishment of Forum for Redressal of Grievances of the Consumers, Electricity Ombudsman and Consumer Advocacy) Regulations, 2020.

Decision : In view of my findings and comments made above, this crucial issue is being decided against the Distribution Licensee JBVNL and in favour of the consumer M/S Sachin Udyog.

**15.** I don't find any illegality or irregularity in the impugned Judgement of the learned VUSNF Ranchi passed in Complaint Case No. 03 of 2020 on 15.03.2021. The Judgement requires confirmation.

During pendency of the appeal, on 26.7.2023 the proprietor of M/S Sachin Udyog, Sanjay Choudhary had made a prayer to direct the JBVNL to give 220 Volt connection (NEW CONNECTION) immediately in the business of the consumer so that the consumer may

repair his damaged machines to restart his business. The Distribution Licensee JBVNL has made a reply on 26.10.2023 regarding the new connection. In my opinion, to get a 'Reconnection' of a disconnected electric supply is something different from getting a 'New Connection'. To pass an order of new connection by this Authority is not desirable that too when the Judgement of learned VUSNF Ranchi is being confirmed. This petition is accordingly being disposed of.

**16.** In view of my findings and comments made above and the decision arrived at on different crucial issues for determination, it is therefore

**ORDERED**

that the appeal be and the same is

**DISMISSED**

on contest against the Distribution Licensee JBVNL & others and in favour of the consumer M/S Sachin Udyog. The impugned order passed in Consumer Case No. 03 of 2020 by the learned VUSNF Ranchi on 15.03.2021 is confirmed.

There shall be no order of cost. The parties shall bear their own cost. Let a copy of this judgement be supplied to the parties.

(Dictated & Corrected by me)

Pronounced by me

( G.K.ROY )

( GOPAL KUMAR ROY )

Electricity Ombudsman : Jharkhand