

BEFORE THE ELECTRICITY OMBUDSMAN, JHARK HAND  
4<sup>th</sup> floor, Bhagirathi Complex, Karamtoli Road, Ranchi – 834001

**Case No. EOJ/01/2016**

M/s Shree Bala Jee Coke Industries ..... Appellant

Versus

JUVNL & Others ..... Respondent(s)

Present:

Electricity Ombudsman : Shri Ramesh Chandra Prasad

Advocate for the Appellant : Sri. Saket Upadhyay

: Sri. Naveen Kumar

For the Respondent : Sri. Rahul Kumar

: Sri. Prabhat Singh

**ORDER**

(Order passed on this 18<sup>th</sup> day of July, 2016)

The instant Appeal has been filed by the Appellant against the Order dated 22/11/2015, passed in Case No.15/2014, by the learned Vidyut Upbhokta Shikayat Niwaran Forum, Hazaribagh (herein referred to as VUSNF) which reads as follows:

*“1.Though M/s Bala Jee Coke Industries is liable to pay supplementary bill with effect from Oct’2010 to April 2012 but per clause 56 (2) of Indian Electricity Act 2003 no bill can be raised for the period beyond two years. Therefore the petitioner has to pay Supplementary electricity bill from Nov’2010 to April 2012 because bill was raised in Nov. 2012.*

2. *Agreement will be effective from Oct. 2010.*
3. *The petitioner may request respondent board to convert the electricity connection from H.T.S. to LTIS again as per rules under tariff and supply code.*
4. *Interim order dt. 14.08.15 is also quashed with above noted observations. This complaint case is disposed off."*

## **2. The facts of the case are as under:**

The appellant took electrical connection under Low Tension Industrial & Medium Power Service (LTIS) tariff having connected load of 107 HP for manufacturing Beehive Hard Coke. Vide application dated 03.06.2010 the appellant requested respondents for enhancement of load from 107 HP under LTIS tariff to 132 KVA under High Tension Voltage Supply Service (HTS) tariff. The respondents vide letter number 2145 dated 15/09/2010 of Electrical Superintending Engineer, Electric Supply Circle, Dhanbad informed the appellant to deposit security amount and execute agreement under HTS tariff and make installation of own new transformer, suitable metering arrangement for installation of CTPT unit, Shunt Capacitor etc within one month. The security money amounting to Rs. 3,56,400/- was not paid by the appellant on the ground of financial crunch and, therefore, could not execute the agreement pursuant to Letter no. 2145 dated 15.09.2010. Again the appellant applied for extension of load from 107 HP under LTIS tariff to 110 KVA under HTS tariff on 16.02.2012. Pursuant to letter dated 16.02.2012, the respondents issued a show cause notice to the appellant on 03.04.2012 as to why not the aforesaid connection be treated under HTS tariff w.e.f. October, 2010. However, the appellant used to pay the electricity bill up to April 2012 under LTIS tariff having load of 107 HP

and respondents had never objected. The appellant replied to the show cause notice dated 03/04/2012 that although electricity load was sanctioned in the month of December 2010 as 132 KVA but were unable to deposit security amount demanded by the respondents vide their letter dated 15.09.2010 because of financial crunch. The respondents informed the petitioner vide letter no. 1280 dated 24.05.2012 of Electrical Superintending Engineer, Electric Supply Circle, Dhanbad to deposit the required security money for 132 KVA load and execute agreement within 15 days which will be effective from the month of October,2010. The appellant deposited security money on 27.06.2012 and subsequently, signed the agreement on 17.09.2012 for electrical load of 132 KVA. Thereafter, the appellant received supplementary electricity bill dated 22.11.2012 amounting to Rs. 3,97,740/- on HTS tariff for the period October, 2010 to April 2012, which the appellant is contesting.

## **2.Submission of the Appellant:-**

**2.1** The learned advocate submitted that the appellant took electrical connection under LTIS tariff having connected load of 107 HP and, subsequently filed application on 03.06.2010 for enhancement of load from 107 HP under LTIS tariff to 132 KVA under HTS tariff. The respondents vide their letter no. 2145 dated 15.09.2010 directed to deposit security amount and execute agreement under HTS tariff within one month. Because of financial crunch security money amounting to Rs. 3,56,400/- was not deposited resulting into non execution of the agreement pursuant to the respondents letter no. 2145 dated 15.09.2010. However, the appellant again applied on 10/02/2012 for extension of load from 107 HP under LTIS tariff to 110 KVA under HTS tariff. Later on, pursuant to letter dated 16.02.2012

the respondents issued a show cause notice on 03.04.2012 as to why the connection is not be treated under HTS tariff from the month of October, 2010. Having a load of 107 HP, under LTIS Tariff the electricity bill up to the month of April, 2012 was paid but the respondents neither objected to the same nor raised any dispute through any of their correspondences or bill but, in the month of May, 2012 received electricity bill under HTS Tariff.

**2.2** The learned advocate further submitted that the appellant had deposited entire security money on 27.06.2012 and then signed agreement on 17.09.2012 for electrical load of 132 KVA in pursuance of letter no. 1280 dated 24.05.2012 of Electrical Superintending Engineer, Electric Supply Circle, Dhanbad. However, the copy of the same was served to the appellant on 12.12.2012.

**2.3** The learned advocate further submitted that after seeing contents of the Agreement in which it was written in Clause 8 that the supply of electricity line is effective from October, 2010 meaning there by the enhancement of load will be effective from October, 2010 although at the time of signing of the agreement, there was no such words in the aforesaid clause 8 and it remained blank when the agreement was signed which shows mischievous attitude of the respondents. Moreover, the respondents can raise bills on HTS Tariff only upon fulfillment of certain conditions namely installation of transformer, capacitor, maximum demand indicator, AB switches etc.

**2.4** The learned advocate further submitted that Board cannot compel the consumer to pay charges as a HTS consumer without first connecting the supply to a High Tension Voltage Supply System. However, the obligations are mutual, and unless the Jharkhand State Electricity Board (Board), now

known as Jharkhand Urja Vikas Nigam Limited (JUVNL in short) does all that have to be done by them and supplies electricity as High Tension Voltage Supply, it cannot call upon the consumer to pay according to tariff applicable to a HTS consumer while in reality the supply is Low Tension Industrial & Medium Power Service. To put emphasis he made references of the following judgments of the Hon'ble Patna High Court, Ranchi Bench and Hon'ble High Court, Ranchi:

- a) CWJC No. 129 of 1979(R) [Jaiswal Ceramic Industries Vrs Bihar State Electricity Board, Patna]
- b) W.P. (C) No. 313 of 2004 [Swastik Insulated Wires & Strips Vrs Jharkhand State Electricity Board & Others]
- c) CWJC No.2577/99(R) [Bharechnagar Carbonisation Works Vrs Bihar State Electricity Board, Patna]
- d) 1994(2 PLJR103)

**2.5** The learned advocate further submitted that the respondents vide letter no.72 dated 13.01.2016 have given notice under Sec.56(2) to make payment of Rs.6,54,636 within due date or face disconnection. Moreover, unless HT supply arrangements are made, the consumer cannot be charged on basis of HT Tariff. In the instant case, the respondents have neither provided any equipment or apparatus to the appellant rather suo-moto converted them from LTIS to HTS Tariff in contravention of Rules and Regulations and, therefore, the Order passed by the learned Forum is fit to be set aside.

### **3. Submission of Respondent:-**

**3.1** The learned counsel submitted that M/s Shree Bala Jee Coke Industries bearing Consumer no. GRI-442 was having sanctioned load of 107 HP under

LTIS tariff was from very beginning in habit to exceed the demand violating the instructions issued vide Board's letter no. 975 dated 11.06.2008, 1907 dated 11.09.2008, 2802 dated 31.12.2008, 75 dated 15.01.2010 and 394 dated 04.03.2010 where in consumer was requested to get the load enhanced and execute the agreement in HTS tariff. The Electrical Superintending Engineer, Electric Supply Circle, Dhanbad vide letter no. 2842 dated 01.12.2008 and subsequently vide his letter no. 545 dated 12.03.2010 requested the consumer to get his load enhanced under proper tariff as per recorded demand in the meter. Experiencing a lot of pressure from the Board the consumer finally applied for enhancement of load from 107 HP to 132 KVA (HTS) on 03.06.2010. The enhancement of load from 107 HP (LTIS) to 132 KVA under HTS tariff was sanctioned by Electrical Superintending Engineer, Electric Supply Circle, Dhanbad vide letter no. 2145 dated 15.09.2010. The petitioner was directed to deposit the security money amounting to Rs. 3, 56,400/- and execute the agreement under HTS tariff. Further, the Electrical Executive Engineer, Electric Supply division, Govindpur vide his letter no. 1951 dated 27.12.2010 directed the petitioner to complete all formalities and execute the agreement as per sanction of load issued under the signature of Electrical Superintending Engineer, Electric Supply Circle, Dhanbad with reminder vide his letter no. 132 dated 15.01.2011 to complete the formalities and execute agreement as per the load sanction order. The consumer did not pay any attention and evaded to comply the instruction but continuously exceeded the sanctioned load of 107 HP under LTIS tariff. To utter surprise of the officials and keeping them in dark, the consumer again applied for 110 KVA load enhancement under HTS tariff vide application dated 16.02.2012 and paid requisite application fee vide money receipt no.918953 dated 16.02.2012.

**3.2** The learned counsel further submitted that from perusal of reading of installed meter in the consumer's premises it was found that the consumer regularly availed exceeded demand than the sanctioned load of 107 HP. The recorded demand from July'2010 to April 2012 was always more than 107 HP which is equal to 100 KVA which is limitation for LTIS. The details are given below.

<i>Month</i>	<i>KVA recorded</i>	<i>Month</i>	<i>KVA Recorded</i>	<i>Month</i>	<i>KVA Recorded</i>
07/10	103.4	03/11	109.5	11/11	117.9
08/10	100.0	04/11	111.3	12/11	121.6
09/10	106.1	05/11	106.8	01/12	118.1
10/10	107.1	06/11	104.8	02/12	101.1
11/10	104.8	07/11	103.3	03/12	93.9
12/10	118.9	08/11	112.2	04/12	83.2
01/11	126.7	09/11	110.2		
02/11	113.6	10/11	116.7		

On the basis of aforesaid data, application for sanction of 110 KVA load was rejected by Electrical Superintending Engineer, Electric Supply Circle, Dhanbad and subsequently vide his letter no. 829 dated 03.04.2012 asked the appellant to clarify his stand for availing exceeded demand as LTIS consumer and not depositing security money and executing agreement against earlier sanctioned load of 132 KVA under HTS tariff. Further by the same letter consumer was asked that why not his load be treated as 132 KVA under HTS tariff as per recorded meter reading.

**3.3** The learned counsel reiterated that in reply to Electrical Superintending Engineer, Electric Supply Circle, Dhanbad letter no. 829 dated 03.04.2012 the petitioner intimated vide his letter dated 14.05.2012 that due to acute financial crisis unable to deposit the security amount and also requested to cancel the previous sanction of 132 KVA load and sanction afresh 110 KVA load. The petitioner did not mention any clarification regarding availing of exceeded demand. The plea for not depositing security money and non execution of agreement was examined thoroughly by Electrical Superintending Engineer, Electric Supply Circle, Dhanbad and plea for not depositing security money was found not justified at the back drop of the consumption pattern of the factory & hence was rejected and communicated to appellant vide ESE's letter no. 1280 dated 24.05.2012. The appellant was requested to deposit security money of Rs. 3,56,400/- less already deposited under LTIS tariff and execute agreement at 132 KVA load effective from Oct'2010 as per sanction letter no. 2145 dated 15.09.2010. In compliance to Electrical Superintending Engineer, Electric Supply Circle, Dhanbad letter no. 1280 dated 24.05.2012 the petitioner executed agreement of 132 KVA load under HTS tariff on 17.09.2012 after depositing required security money amounting to Rs. 3,24,800/- vide money receipt no. 750044 dated 27.06.2012. Thereafter, a supplementary bill amounting to Rs. 3,97,740/- from October, 2010 to April, 2012 was issued as per executed agreement after adjusting all earlier payments made by the consumer against his LTIS connection.

**3.4** The learned counsel further submitted that taking into consideration the facts and circumstances, there is no force and no substance in the instant memo of appeal and, therefore, the appeal deserves to be dismissed.

**4. On the basis of the contentions of the rival parties the following issue would arise for consideration:**

**4.1** Whether the Forum has erred in allowing recovery of arrears on account of recategorization of the Appellant from LTIS to HTS category with retrospective effect i.e. October, 2010 without changing the character of the service as provided in the high tension service?

**4.2** Whether energy bill on the basis of high tension supply can be raised on detection of excess power drawn beyond LTIS limit and retrospective recovery of difference of tariff from the Appellant is justified?

**5.** All the above issues are interwoven and, therefore, I would be considering them together.

**5.1** Let me examine the impugned Order dated 22/11/2015 in Case No. 15/2014.

In the proceeding before the Forum, the contention of the Appellant was that the demand for the high tension voltage supply service (HTS) is applicable for consumers having high tension supply system network in place i.e. installation of transformer of requisite capacity, circuit breaker, shunt capacitor, metering arrangements etc. with contract demand above 100 KVA. Till aforesaid arrangement is made, the consumer cannot be compelled to pay against higher tariff at much higher rate without there being any change in the nature of supply so as to qualify as HTS category. The consumer can be called upon to pay the charges in accordance with HTS Agreement only when all the condition necessary for HT Supply is fulfilled by the Licensee.

It appears that the learned Forum did not consider the fact that the consumer without having High Tension Voltage Supply Service in place, was charged as per HTS tariff. The aforesaid difference is suggestive enough to corroborate the colorable exercise of power and jurisdiction vested with the respondents but still the respondents proceeded in treating the connection of the present appellant to be High Tension Consumer for the impugned period.

**5.2** Let me examine the schedule of tariff and terms and condition for supply issued by the Jharkhand State Electricity Regulatory Commission. In its final True Up of JSEB for FY 2003 to FY 2010-11 and MYT Order for Generation Business for First Control Period(2012-13 to 2015 -16) and Annual Revenue Requirement for 2011-12 & 2012-13 for Transmission & Distribution Business and Determination of Tariff for FY 2012-13 for Jharkhand State Electricity Board (JSEB) taking into account all previous provisional Tariff Orders. The definition of LTIS & HTS Services given in the aforementioned Tariff Order is as under:

*A) Low tension Industrial & Medium Power Service (LTIS) is applicable to all industrial units applying for a load of less than or equal to 100 KVA (or equivalent in terms of HP or kW). The equivalent HP for 100 KVA shall be 114 HP and the equivalent kW for 100 kVA shall be 85.044 kW. The Service Character of LTIS is AC, 50 Cycles, Single Phase supply at 230 Volts or 3 Phase Supply at 400 Volts. Demand Based tariff/ Installation based tariff for sanctioned load up to 100 kVA/85.044 kW. The billing demand shall be the maximum demand recorded during the month or 50% of contract demand whichever is higher. In case actual demand is recorded at more than 100 kVA in any month, the same shall be treated as the new contract demand for the purpose of billing of future months and the*

*consumer will have to get into a new Agreement under the HTS category for the revised contracted demand as per the terms and conditions of HT supply.*

***B) High Tension Voltage Supply Service is applicable for consumers having contract demand above 100kVA. The service character of HTS service is 50 Cycles, 3 Phase at 6.6kV/11kV/33kV/132kV/400kV. The billing demand shall be the maximum demand recorded during the month or 75% of the contract demand whichever is higher.***

The penalty on exceeding billing demand will be applicable in accordance with Clause 1 of Terms & Conditions of Supply as provided in Section 14 of the afore said Tariff Order which is as follows:

***Clause 1: Penalty for exceeding Billing/ Contract Demand:***

*“In case of the actual demand exceeding 110% of the contract demand, the consumer shall pay penal charges for the exceeded demand. The penal charges would be charged as follows:*

*If the recorded demand exceeds 110% of contract demand, then the demand charge upto 110% of contract demand will be charged as per the normal tariff rate. The remaining recorded demand over and above 110% will be charged @ 1.5 times the normal tariff rate.*

*In case actual demand is higher than the contract demand for three continuous months, the same shall be treated as the new contract demand for the purpose of billing of future months and the consumer will have to get into a new agreement for the revised contract demand with the licensee.*

*Once the actual demand is recorded to be higher than contract demand for two continuous months, the licensee would serve notice to the consumer after the end of the second month for enhancement of the contract demand. The consumer*

*would be liable to respond within 15 days of receipt of such notice and submit application for enhancement of contract demand to the licensee. The licensee would within 15 days of receipt of response from the consumer, finalize the new agreement after making necessary changes at consumer's installations.*

*In case the consumer fails to respond within 15 days, the licensee would have the right to initiate enhancement of load as per the last recorded contract demand. While in case the consumer provides an undertaking that the actual demand shall not exceed the contract demand again for a period of at least six months from the last billing, the licensee shall continue to bill the consumer as per the existing contract demand and billing demand.*

*Provided that if the consumer fails to adhere to the undertaking and the actual demand exceeds the contract demand within the subsequent six months of the undertaking, the consumer shall have to pay a penal charge of 2 times the normal tariff for a period of three consecutive months and the licensee shall after serving 7 days notice to the consumer, enhance the contract demand of the consumer as per the last recorded actual demand.”*

**5.3** In exercise of the power conferred by Clause (x) of sub-section (2) of Section 181 read with Section 50 of the Electricity Act 2003 (36 of 2003) and all power enabling it in that behalf, the Jharkhand State Electricity Regulatory Commission, has notified the (Electricity Supply Code ) Regulations, 2005. Sub Clause 3.3 of Clause 3 of the aforesaid Regulations deals with “charges of electricity supplied” which reads as under:

*“Sub Clause 3.3.1- The distribution licensee shall recover the electricity charges for the electricity supplied to the consumer as per the tariff determined by the Commission from time to time in accordance with the provision of Electricity Act 2003.”*

**5.4** Sub Clause 3.3.1 of Clause 3.3 (Charges for Electricity Supplied) of the (Electricity Supply Code) Regulation, 2015 allows recovery of amount under charged by the Licensee from the consumer. The Distribution Licensee shall recover electricity charges for the electricity supplied to the consumer as per the tariff determined by the Commission from time to time in accordance with the provisions of Electricity Act, 2003.

**5.5** In the instant memo of appeal, exact date of conversion of the Low Tension Industrial & Medium Power Service to High Tension Voltage Supply Service is not clear from the rival submissions. The Appellant made application under HTS for enhancement of load on 03.06.2010 from 107 HP to 132 kVA which was sanctioned vide competent authority's letter no.2145 dated 15.09.2010 i.e. after a lapse of more than three months in contravention of the (Electricity Supply Code) Regulation, 2005 wherein in Clause 6.2.11.1 prescribes 22 days time limit for disposal of application for fresh electricity supply or additional supply. Neither the Appellant deposited the security money amounting to Rs.3,56,400 /- nor executed agreement under HTS tariff within the stipulated period on the sole ground of financial crunch.

In view of earlier sanction order of load enhancement from 107HP to 132KVA subsequent application submitted on 16.02.2012 for load enhancement from 107 HP to 110 KVA is not appropriate on the ground of non compliance of the earlier sanction order of load enhancement issued by the Respondents. Moreover, the load enhancement application for 107 HP to 110 KVA is reported to have been treated as cancelled vide ESE, ESC, Dhanbad letter no.829 dated 03.04.2012. In view of the consumption pattern

during the impugned period, the plea of financial crunch of the Appellant is not tenable.

**5.6** At no point of time, neither the Appellant has denied over drawl of energy beyond LTIS nor shown any evidence of installation of own new transformer, suitable metering arrangement for installation of CTPT unit, Shunt Capacitor etc in pursuance of letter number 2145 dated 15/09/2010 of the Electrical Superintending Engineer, Electric Supply Circle, Dhanbad and exceeded the maximum demand in gross violation of the Tariff Order.

On the contrary the Appellant has relied upon various judgements of the different Hon'ble High Courts. The crux of the judgement is that for a high tension supply systems the requirements are, Air Break Switch, Transformer, Oil Circuit Breaker, High Tension Meter and Air Break Switch etc. In the instant case neither the Respondents nor the Appellant has produced evidence of exact date of charging of the system of the Appellant at high tension voltage supply service. In pursuance of letter number 2145 dated 15.09.2010 of the Electrical Superintending Engineer, Electric Supply Circle, Dhanbad, approval of Senior Electrical Inspector was required to be obtained by the Appellant. On the contrary, both the parties remained silent over this issue. This indicates lukewarm attitude of both the parties towards obtaining statutory clearances.

Rule 63 of the Indian Electricity Rules, 1956 deals with electric supply lines, systems and apparatus for high and extra-high voltages. It reads thus:

*“63. Approval by Inspector—(1) Before making an application to the Inspector for permission {to commence or recommence supply after an installation has been disconnected for one year and above} at high or extra-*

*high voltage to any person, the supplier shall ensure that the high or extra-high voltage electric supply lines or apparatus belonging to him are placed in position, properly joined and duly completed and examined. The supply of energy shall not be commenced by the supplier unless and until the Inspector is satisfied that the provisions of rules 65 to 69 both inclusive have been complied with and the approval in writing of the Inspector have been obtained by him:*

*Provided that the supplier may energize the aforesaid electric supply lines or apparatus for the purpose of tests specified in rule 65.*

*(2) The owner of any high or extra-high voltage installation shall, before making application to the Inspector for approval of his installation or additions thereto, test every high or extra-high voltage circuit or additions thereto, other than an overhead line and satisfy himself that they withstand the application of the testing voltage set out in sub-rule (1) of rule 65 and shall duly record the results of such tests and forward them to the Inspector:*

*Provided that an Inspector may direct such owner to carry out such tests as he deems necessary or, if he thinks fit, accept the manufacturer's certified tests in respect of any particular apparatus in place of the tests required by this sub-rule.*

*(3) The owner of any high or extra-high voltage installation who makes any additions or alterations to his installation shall not connect to the supply his apparatus or electric supply lines, comprising the said alterations or additions unless and until such alterations or additions have been approved in writing by the Inspector."*

**5.7** Both the parties have signed agreement on 17.09.2012. The allegation of Appellant of filling blank column of date of commencement of supply at the back after signing of agreement is not tenable because on the lower side of the page, signature of partner is there. In para 8 it has been mentioned that said agreement shall be effective from October, 2010. Similarly, at page 7 para 4 of the said agreement it has been clearly mentioned enhancement of load from 107 HP to 132 KVA under HTS tariff vide Electrical Superintending Engineer, Electric Supply Circle, Dhanbad Letter no. 2145 dt. 15.09.2010 with effect from October, 2010 which has been endorsed by the partner of the appellant just below the writings. Without following statutory requirements and making necessary changes at consumer's installations, merely signing of agreement does not empower the licensee to levy tariff on higher rate while the system of supply is at LTIS.

**5.8** As far as deposit of security money is concerned, the contention of Appellant of having financial crunch is not tenable on the ground of quantum of energy consumed during the impugned period and, hence, have defaulted on this score.

**6.** On the aforesaid facts and circumstances, it is obvious that the Appellant was left free to avail excess power beyond LTIS limit during the impugned period which is the latches on the part of the Respondents for which concerned official is answerable. Above all, at no point of time the Appellant has denied excess consumption of energy beyond the prescribed limit during the impugned period and also failed to submit evidence of compliance of the provisions of Rule 63 of the Indian Electricity Rules, 1956. Therefore, basis of raising impugned bill on HTS tariff by the Respondents without having adequate arrangement of High Tension Voltage

Supply Service net work is not justified. Moreover, during the impugned period neither petitioner deposited security money and executed agreement as per the sanction letter of the competent authority nor the Respondents discontinued the supply of electricity as per provisions of Sub Section (3) of Section 47 of the Electricity Act, 2003 which reads as follows:

“(1).....

(2).....

*(3) If the person referred to in sub-section (2) fails to give such security, the distribution licensee may, if he thinks fit, discontinue the supply of electricity for the period during which the failure continues.”*

7. Any reclassification must follow a definite process of natural justice. Obviously the Appellant has consumed excess power beyond LTIS limit during the impugned period. Now, the question is to recover the charges against actual consumption as per rule. The material on record reveals that both parties have not followed provisions of the Acts and Rules in letter and spirit. The Respondents allowed the Appellant to draw power beyond LTIS limit without installation of his own new transformer, suitable metering arrangement for installation of CTPT unit, Shunt Capacitor etc. which is the minimum requirement for HTS consumer. Now, only option left to recover revenue against excess consumption of energy beyond LTIS limit is to take reference of the Tariff Order issued by Jharkhand State Electricity Regulatory Commission depicted above in para 5.2 under the heading “penalty for excess billing/contract demand”. Admittedly, the actual consumption during the impugned period exceeded 110% beyond the contract demand and, therefore, the appellant is liable to pay penal charges for the exceeded demand .In view of the facts and circumstances of the case

and documentary evidences on record, in my opinion, to meet the end of justice, I pass the following **order**:

- a) The Appeal is partly allowed.
- b) The order of the Forum dated 22.12.2015 is set aside.
- c) The Respondents are directed to issue fresh bill for consumption of energy for the impugned period i.e October,2010 to April,2012 at the rate of 2(two) times the normal tariff of the demand charges or actual consumption recorded in the energy meter whichever is higher without delayed payment surcharge within a month's time .
- d) The amount already paid by the Appellant shall be considered while preparing the bill.
- e) The Appellant shall pay the said bill within 30 days from date of issue of bill.
- f) Compliance be reported within two months.
- g) No order as to costs.

With the aforesaid order, instant appeal stands disposed of.

Let a copy of this order be served to both the parties.

Sd/-  
Electricity Ombudsman