

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

**Case No. EOJ/02/2016**

M/s National Industrial Corporation Ltd. .... Appellant(s)

Versus

JUVNL & Ors. .... Respondent(s)

Present:

Electricity Ombudsman - Shri Ramesh Chandra Prasad

Counsel for the Appellants - Shri Shray Mishra,

Advocate for the Respondents - Shri Rahul Kumar,

- Shri Prabhat Singh

**ORDER**

(Passed on this 29<sup>th</sup> day of March,2016)

**1. Brief of the Case:**

That instant application has been filed by the Appellant with a prayer for execution of order passed in EOJ/05/2015 which reads as follows:

***“6.1 The contract demand has not been defined in the Tariff Order of 2003-04, hence, the contract demand of the Appellant has to be fixed as per Clause 2(l) of the (Electricity Supply Code) Regulation, 2005.***

***6.2 The respondents may calculate monthly energy bills on the basis of conversion of contract demand as stipulated in the MYT ORDER for Generation Business (First Control Period) and Determination of Transmission and Distribution Tariff for FY 2012-13 for Jharkhand State Electricity Board (JSEB) which is also final true up of JSEB for***

*FY 2003-04 to 2010-11. Therefore it can be said that it covers also the period 2003-04 and therefore, the word maximum demand used in JSERC Tariff Order of 2003-04 issued on 27.12.2003 shall be read together with the latest provision as stipulated in Determination of Transmission and Distribution Tariff for FY 2012-13 for JSEB which is also final true up of JSEB for FY 2003-04 to 2010-11.*

*6.3 The respondents may either adjust or recover the amount as the case may be in subsequent energy bills during 2015-16 to be raised on the basis of aforementioned observation.”*

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

**2.1** The learned advocate submitted that by way of the instant application, the petitioner prays for a direction upon the respondents to forthwith comply the order dated 28.10.2015 passed in Appeal No. EOJ/05/2015 which although has been represented on earlier occasions before the licensee, but no action has been taken by the licensee. It is pertinent to mention herein that the respondents were directed to either adjust or recover the amount as the case may be in subsequent energy bills during 2015-16, but to the surprise of the petitioner a letter dated 18.01.2016 was issued from the office of Electrical Superintending Engineer, Electric Supply Circle, Ranchi with a condition that the contract demand shall be entertained from current effect and shall be followed by a new agreement and, therefore, the respondents have vitiated the spirit of the order passed in the aforementioned appeal wherein it has been categorically mentioned that the respondents shall adjust or recover the amount in the subsequent energy bills by determining the contract demand of the petitioner.

**2.2** The learned advocate further submitted that when the contract demand shall be entertained with current effect, then in such circumstances no

occasion what so ever shall arise to either adjust or recover any amount to be adjusted in the subsequent energy bills. Therefore, in the interest of justice the prayers made hereinabove may be allowed, failing which the petitioner will suffer irreparable loss and injury.

### **3. Submission of the Respondents:**

**3.1** The learned counsel submitted that pursuant to the order, the Electrical Superintending Engineer, Electric Supply Circle, Ranchi vide letter No. 164/ESE Ranchi dated 18.01.2016 directed the appellant to submit requirements for fixation of contract demand as per clause 2(l) of JSERC (Electricity Supply Code), Regulations, 2005. Moreover, in para 6.1 of the order in EOJ/02/2016, it has been clearly indicated that the Contract demand of the Appellant has to be fixed as per clause 2 (l) of the (Electricity Supply Code) Regulation, 2005 and, therefore, there is nothing wrong in asking the appellant to submit his requirements for fixation of contract demand as per the said Regulation, 2005.

**3.2** The Learned counsel further submitted that the appellant in their original application before learned VUSNF, Ranchi had only prayed for quashing the energy bills of the month of August and September 2014 only. In fact no prayer for revision of energy bills for earlier period has been made before the learned VUSNF, Ranchi. Therefore, at the stage of execution, the appellant cannot seek for a relief which was not there in the original application/petition.

**3.3** The learned counsel further submitted that the order passed in EOJ/05/2015 has already been complied with within the ambit of JSERC Regulation, 2005. In view of the material fact, the present application filed by the appellant is fit to be dismissed in the interest of justice.

4. I have heard both the parties and also gone through the documents produced by the parties on record.

5. The admitted facts are that under the provisions of 2003-04 Tariff an agreement was executed between the parties on 12.04.2010 whereby it was mutually agreed that hence forth the appellant shall be billed on the basis of “Maximum Demand Load” subject to installation of a “Maximum Demand Meter” taking into account the prevailing tariff order 2012-13. It is pertinent to mention that in para 6.1 of the order passed in EOJ/05/2015, it has been clearly indicated that the Contract demand of the appellant has to be fixed as per clause 2 (l) of the (Electricity Supply Code) Regulation, 2005. Moreover, no prayer for revision of energy bills for earlier period has been made before the learned VUSNF, Ranchi. Therefore, at the stage of execution, the appellant cannot seek for a relief which was not there in the original petition.

6. In the result, I find the appellant in the instant application is seeking a direction upon the respondents to revise the bill with retrospective effect is not legally tenable because at the stage of execution one can't seek for relief which was not raised in the main petition. There is no substance what so ever in the representation which deserves to be dismissed. I, therefore, pass the following **order:**

The Representation is dismissed with no order as to costs.

Sd/-  
Electricity Ombudsman