

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

**Appeal No. EOJ/05/2015**

M/s National Industrial Corporation ..... Appellant(s)  
Versus  
JUVNL & Ors. .... Respondent(s)

Present:

Electricity Ombudsman - Sri Ramesh Chandra Prasad  
Advocate for the Appellant (s) - Sri. Shray Mishra  
Counsel for the Respondent (s) - Sri Rahul Kumar  
- Sri Prabhat Singh,

**ORDER**

(Passed on this 9<sup>th</sup> day of May,2016)

1. The instant clarificatory petition has been preferred by the Appellant in respect of order passed in Case No. EOJ/05/15 dated 28/10/2015.

2. The prayers made by the Appellant are as under:

2.1 The observation and direction in the order passed in EOJ/05/2015 does not clarify the annointed date of implementation of the order as to from when the respondents are bound to adjust or recover any amount in the subsequent energy bills during 2015-16.

2.2 The appellant by way of the instant clarificatory petition has not raised any new issue. The agreement dated 12/04/2010 between both parties has not been declared as null and void rather the same still subsists. Therefore,

the prayer is limited for seeking a clarification as to the anointed date of implementation of the order dated 28/10/2015.

**3.** Per contra the learned counsel submitted that Order passed in EOJ/05/2015 has been fully complied with but, during discussion the respondents could not produce the revised electricity bills.

**4.** Admittedly, the agreement executed between the parties (M/s National Industrial Corporation, 47/49C, Ancillary Industrial Area, Tupudana, Ranchi Vrs. Jharkhand State Electricity Board) on 12/04/2010 reads as follows:

“In view of the provisions contained in clause 5.19 of tariff order 2003-04 issued by JSERC and 5.1 (a, b) of JSEB tariff order 2003-04 in pursuance of letter no. NIC/ELEC/09-10/039 dated 18.07.2009 issued by the consumer i.e. National Industrial Corporation, 47/49C, Ancillary Industrial Area, P.O.-Hatia, Ranchi whereby the consumer has shown its intention to opt for the tariff to be billed on the basis of ‘Maximum Demand Load’ instead of ‘Maximum Connected Load’:-

“It is hereby agreed by both the parties that hence forth the consumer shall be billed on the basis of ‘Maximum Demand Load’ subject to the condition that the consumer installs a ‘Maximum Demand Meter/Trivector Meter.’”

The rest terms and condition of supply as contained in Tariff order 2003-04 issued by JSERC read with the earlier agreement would be applicable to the consumer.”

**5.** This Forum has to see compliance of the order passed in EOJ/05/2015 as well as that of VUSNF, Ranchi and, in that order it is clearly mentioned that the Respondents may either adjust or recover the amount as the case may be

in subsequent energy bills during 2015-16 to be raised/calculated 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 FY2012-13 for Jharkhand State Electricity Board (JSEB) .

**6.** In fact, whenever two parties enter into agreement, both parties are bound by the agreement from the date of signing of agreement (unless otherwise specified), unless terminated by a court of law or terminated by mutual consent of both the parties.

**7.** In the result the clarificatory petition is allowed.

**8.** So, recalling the Order passed in EOJ/05/2015 the Respondent is directed to comply the said order within the ambit of agreement executed between both the parties on 12/04/2010 and issue revised energy bill accordingly as per law in force.

**9.** With the aforementioned order the instant clarificatory petition is disposed of with no order as to costs.

**10.** Compliance shall be reported by the Respondent within two months.

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

Sd/-  
Electricity Ombudsman