



Chhattisgarh State Electricity Regulatory Commission
Civil Lines, G.E. Road, Raipur – 492001
Tel: 0771-4073555, Fax-4073553

Petition No. 31 of 2006(M)

In the matter of refund of supply arranging charges

Uniworth Limited Petitioner

V/s

Chhattisgarh State Electricity Board Respondent

Present: S.K. Misra, Chairman
Sarat Chandra, Member

ORDER

(Passed on 05/12/2006)

M/s Uniworth Ltd., Raipur is a registered company under the Companies Act, 1956 drawing load of 7000 KVA at 33 KV from the Chhattisgarh State Electricity Board (CSEB, for short). Earlier, the petitioner had 4 units having different contract demand totalling 8186 KVA. All these connections were in different names. These 4 units were subsequently merged in one unit by the name of M/s Woolworth (I) Ltd. and the connection for the total contract demand of 8186 KVA was given at one single point. The name of M/s Woolworth (I) Ltd. was changed to M/s Uniworth Ltd. on 12/10/99. The demand of the industry was reduced to 4186 KVA w.e.f. 25/10/95 and the 1500 KVA w.e.f. 25/11/95 and to 1250 KVA subsequently. Afterwards, the petitioner applied to CSEB for additional contract demand of 6700 KVA. The CSEB sanctioned additional contract demand of 6700 KVA over 1250 KVA on 03/03/03. However, no supply arranging charges for the additional load of 6700 KVA was recovered from the petitioner, this being a case of concessional tariff. On expiry of the concessional tariff package on 30/04/04, the petitioner got the contract demand again reduced to 1250 KVA on 17/05/04. The petitioner again increased the contract demand by additional 6700 KVA when the benefit of concessional tariff was again extended on 15/06/04. This concessional tariff expired on 15/12/04 when the petitioner reduced the contract demand to 1250 KVA on 09/12/04. The petitioner, however, requested for additional demand for 5750 KVA which was sanctioned by the CSEB on 11/11/05. This time CSEB asked the consumer to make payment of supply affording charges of Rs.37,37,500/- for the additional load. The petitioner requested the CSEB for not charging supply affording charges as there was no need to upgrade the existing feeder which could take care of the demand of additional 6700 KVA over and above 1250 KVA. Since, there was urgency for availing additional power, the petitioner deposited supply affording charges on 02/12/2005 under protest. The petition is for refund of this amount. The petitioner has relied on this Commission's finding in three other petitions No. 9, 12 and 18 of 2006 (M) in

which we have passed common orders on 23/05/06 to the effect that where there is no additional expenditure and the supply related initial expenditure involved has already been paid once, there is no justification for asking the consumer to meet such expenditure again. The petitioner states that he is not a new consumer but had sanctioned contract demand of 8186 KVA after merger of its 4 units and had paid an amount of Rs. 15.93 lakh against line laying charges and an amount of Rs. 8.99 lakh against dedicated feeder, to the erstwhile MPEB. Though, subsequently, the load was got reduced but the petitioner again enhanced the contract demand to 7950 KVA which was applicable up to 15/12/04. Since, the CSEB was not required to incur any additional cost in meeting the additional demand hence they should not recover supply affording charges from the petitioner. The petitioner mentions clause 43 of the Chhattisgarh State Electricity Supply Code, 2005 which specifies that the cost of extension of distribution mains and extension/upgradation of the system up to point of supply for meeting demand of new consumers shall be payable by the consumer. Since, the petitioner is not a new consumer he is not liable to pay this charges.

2. The respondent Board has submitted that the petition is not maintainable as per the prevailing regulations for enhancement of contract demand. It is stated that the petitioner had reduced his contract demand up to 1500 KVA on 25/11/95 i.e. 11 years ago which was further reduced to 1250 KVA. While availing the additional demand of 6700 KVA on 03/03/03, the petitioner did not pay any supply affording charges as the enhancement was sought by the petitioner on concessional tariff package which was available at that time. The Board, further stated that the consumer's claim on the power supply system is limited to the contracted quantum of demand/load only as per agreement and not beyond that. For any additional demand he is a new consumer and is required to enter into a fresh contract agreement and hence he has to pay the supply affording charges. Therefore, the claim for a past status which was enjoyed under the then subsisting agreement does not confer the right to enjoy the same status any time in future whenever required. Every agreement confers certain liabilities on the consumer also and if consumer wants to avail the benefits of that agreement then he has to incur the liabilities also. M/s Uniworth Ltd. in course of hearing on 23/11/06 submitted a gist of payments made by them, a perusal of which reveals that the petitioner had paid supply affording charges on various occasions up to 09/12/93 which totals for 4020 KVA only as against load of 8186 KVA availed before merger of 4 points and 7950 MVA afterwards. Payments made by them after 09/12/93 were towards the line laying charges and not towards supply arranging charges.

3. However, before we discuss the merits of the case, the matter regarding jurisdiction of this Commission needs to be discussed in view of the judgement dated 28/11/06 of the Appellate Tribunal for Electricity passed in appeal No. 125, 126 and 127 of 2006. The Hon'ble Tribunal vide their judgement dated 28/11/06 have held that if the "matter involved is excessive demand of supply arranging charges" x x x x "it is a billing dispute for which remedy should be sought in the appropriate forum established under section 42 (5) and section 42 (6)." They have also held that "the Commission has no jurisdiction or authority to adjudicate on the consumers' dispute, viz, alleged excessive demand of supply arranging charges by the appellant Board." In the above judgement, the orders dated 23/05/06 passed by this Commission in Raghuvveer Ferro Alloys and other two cases have been set aside while giving a "liberty to each one of the consumer to work out their remedies before the competent

forums." The matter at issue in this case is similar to the Raghuvver Ferro Alloys case and the other cases the orders passed which have been set aside on the question of lack of jurisdiction of this Commission.

4. In view of the above ruling of the Appellate Tribunal we decline to go into the merits of this case. The petitioner may approach the forum set up by the Commission for redressal of consumers' grievances under the provisions by the CSERC (Redressal of grievances of consumers and establishment of Forum and Electricity Ombudsman) Regulations, 2004, read with Section 42 (5) of the Act. He may also seek remedies available in the Consumers' Protection Act, 1986 to which also he is entitled as per the provisions of the Section 42 (8).

This petition is accordingly rejected.

Sd/-
Member

Sd/-
Chairman

True Copy

(Ajay Srivastava)
Dy. Secretary