

विद्युत लोकपाल
मध्यप्रदेश विद्युत नियामक आयोग
पंचम तल, "मेट्रो प्लाज़ा", बिट्टन मार्केट, अरेरा कालोनी, भोपाल

प्रकरण क्रमांक L00-04/2023

श्री विजय श्रीवास्तव, उप महाप्रबंधक
पावर ग्रिड कार्पोरेशन ऑफ इण्डिया लिमिटेड, — अपीलार्थी
765/400/200 के.वी. सबस्टेशन एनएच-7,
ग्राम- लुघरवाड़ा, सिवनी (म.प्र.)-480661
जिला- सिवनी

विरुद्ध

प्रबंध संचालक, — अनावेदक
मध्य प्रदेश पूर्व क्षेत्र विद्युत वितरण कंपनी लिमिटेड,
ब्लाक नं. 07, शक्ति भवन, रामपुर,
जबलपुर (म.प्र.)-482008

आदेश

(दिनांक 06.3.2023 को पारित)

01 आवेदक श्री विजय श्रीवास्तव, उप महाप्रबंधक पावर ग्रिड कार्पोरेशन ऑफ इण्डिया लिमिटेड, 765/400/200 के.वी. सबस्टेशन एनएच-7 ग्राम- लुघरवाड़ा, सिवनी (म.प्र.)-480661 ने अपने लिखित अभ्यावेदन दिनांक 24.1.2023 से विद्युत उपभोक्ता शिकायत निवारण फोरम इंदौर/उज्जैन क्षेत्र के प्रकरण क्रमांक 73/2022 में आदेश दिनांक 01.08.2022 से पीड़ित एवं दुखी होकर इस आदेश के विरुद्ध अपील अंतर्गत धारा 42 (6) विद्युत अधिनियम, 2003 प्रस्तुत की है जो दिनांक 24.1.2023 को इस कार्यालय में प्राप्त होकर प्रकरण क्रमांक एल 00-04/2023 पर दर्ज की गई है।

02 प्रकरण के संक्षिप्त तथ्य :

- I. Power Grid Corporation of India Limited was incorporated on 23rd October 1989, under the Companies Act, 1956 as a public limited company, wholly owned by the Government of India. As on 31st March, 2021, the Government of India have a stake of 51.34 % in POWERGRID. POWERGRID is the principal electric power transmission company for the Country.

- II. According to its mandate, POWERGRID, apart from providing a transmission system for evacuation of central sector power, is also responsible for Establishment and Operation of Regional and National Power Grids to facilitate transfer of power within and across Regions with Reliability, Security, and Economy on sound commercial principles.
- III. That, it is in discharge of its statutory duties and functions as mandated in Section 38 and 40 of the Electricity Act, the Respondent had to establish, inter-alia, an extra-high voltage 765 KV electrical sub-station at Seoni. The instant scheme relating to the establishment, construction, operation and maintenance of 765/400 KV Seoni Substation situated at Lugharwada village Seoni was duly approved by the Central Government vide approval dated 10th December, 2003. The copy of the letter dated 10.12.2003 is enclosed as **Annexure "A-1"**.
- IV. POWERGRID initially obtained 11 kv connection from Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd (herein after referred as **MPPKVVCL**) during construction of POWERGRID's seoni S/s. The 100KVA, 11kV HT connection was energized on 31.12.2005.
- V. However, POWERGRID in order to provide auxiliary power to the completed sub-station a permanent and dedicated HT connection via 33 kv feeder was requested by POWERGRID vide its letter dated 09.09.2004. The copy of letter dated 09.09.2004 is enclosed as **Annexure "A-2"**.
- VI. Pursuant to the request of POWERGRID vide its letter dated 09.09.2004, sanction order dated 27.04.2006 was accorded for supply of 630 KVA power at 33 kV to 765/400/220 kV sub-station of POWERGRID. The entire cost of extension of 33 kv Dedicated feeder and 33 kv bay was born by POWERGRID as per the charges prescribed by MPERC. The copy of the sanction order dated 27.04.2006 is enclosed as **Annexure "A-3"**.
- VII. The 33 kV line was energized and handed over to M/s MPPKVVCL by M/s Ajay Kumar Jain on 24.11.2007. The copy of the handing over document is enclosed as **"Annexure A-4"**.
- VIII. Pursuant to the installation of 33 kv Dedicated feeder and its energisation, 11 kV connection obtained by POWERGRID was sought to be disconnected. The 11 Kv connection was finally disconnected on 01.12.2008 and the security deposit towards the same was also returned vide letter dated 18.02.2009. The copy of letter dated 18.02.2009 is enclosed as **"Annexure A-5"**.
- IX. Even though the 33 kV feeder line was charged on 24.11.2007 and bills towards the same were being duly paid by POWERGRID. However, POWERGRID met with a surprise when suddenly in 2019, M/s MPPKVVCL vide its letter dated 05.04.2019 demanded Payment of ₹2,78,597/- (Rupees Two lakh Seventy Eight thousand five hundred ninety seven only) towards dedicated feeder and bay maintenance charges for period 26.04.2007 to 31.03.2019. The copy of letter dated 05.04.2019 is enclosed as **"Annexure A-6"**.

- X. Further MPPKVCL vide its letter dated 11.06.2019 revised its demand towards the maintenance charges from ₹2,78,597/- (Rupees Two lakh Seventy-Eight thousand five hundred ninety-seven only) to ₹10,84,671/- (Rupees ten Lakh Eighty Four thousand six hundred seventy one only) towards dedicated feeder and bay maintenance charges for period 26.04.2007 to May-2019. The copy of letter dated 11.06.2019 is enclosed as **“Annexure A-7”**.
- XI. The said demand was duly reply by POWERGRID vide its letter dated 17.06.2019 whereby MPPKVCL was asked to explain its demand along with reasons owing to which the demand was revised.
- XII. MPPKVCL without explaining or providing basis for the levy of maintenance charges included the same in the bill for the month of December for the period 26.04.2007 to 31.03.2020. Also, the maintenance charges are being included in all subsequent monthly bills as outstanding amount and surcharge is being levied on these outstanding amounts. The copy of the bill dated 28.12.2019 is enclosed as **“Annexure A-8”**.
- XIII. In pursuance of the said bill, POWERGRID vide its letter dated 27.02.2020 informed M/s MPPKVCL that only one feeder is available at POWERGRID Seoni substation for auxiliary supply at 33kV level. No other feeder is available. Hence, as per MPERC order 2009, the maintenance charges are not applicable. Therefore, POWERGRID requested to withdraw it demand towards maintenance charges. The copy of letter dated 27.02.2020 is enclosed as **“Annexure A-9”**.
- XIV. In furtherance of the POWERGRID’s letter, a joint inspection was carried out by MPPKVCL and POWERGRID employees. The said inspection report clearly records that POWERGRID had applied for only one 33 kV Dedicated Feeder which supplies power from 132 kV Seoni S/s and therefore as per MPERC regulation no maintenance charges shall be paid by POWERGRID. The inspection report also records that about 100 metres away from POWERGRID premises, there is arrangement for supply through 2 Feeders one from 132 kV Seoni and other from 220 kV Narela Seoni respectively. However, it is place worthy to mention here that POWERGRID had only requested for one feeder i.e. from 132 Kv Seoni S/s of MPPKVCL and supply from 220 Narela station of MPPKVCL is neither within the knowledge of POWERGRID nor such arrangement has been made with POWERGRID’s consent.
- XV. Since even after several representation and even after joint inspection the demand raised towards the maintenance changes were not withdrawn by M/s MPPKVCL, grievance was raised by POWERGRID before Electricity Consumer Grievance Redressal Forum, Jabalpur against payment of maintenance charges for 33KV HT dedicated feeder vide its application dated 13.06.2022.
- XVI. Pursuant to the submission of POWERGRID’s application before Electricity Consumer Grievance Redressal Forum, Jabalpur, no notice was received by POWERGRID for hearing in the matter and the Electricity Consumer Grievance

Redressal Forum, Jabalpur without serving any notice calling for attendance proceeded to decide the matter ex-parte in absence of POWERGRID.

- XVII. The Electricity Consumer Grievance Redressal Forum, Jabalpur after hearing the respondent i.e M/s MPPKVVCL proceeded to decide the matter in their favour vide its order dated 01.08.2022. The copy of the said order was received by POWERGRID only on 26.09.2022.
- XVIII. Aggrieved by the decision of Electricity Consumer Grievance Redressal Forum, Jabalpur whereby they have directed POWERGRID to pay the maintenance charges, POWERGRID prefers this appeal under Section 42(6) of the Electricity Act, 2003 read with Clause 3.36 of with MPERC (Establishment of Forum and Electricity Ombudsman for redressal of Grievances of the Consumer) Regulations, 2009 against the impugned Order.

Grounds:

- A. The Forum was at gross error in negating all valid legal and factual defenses raised by the Applicant in the written statement filed by it. To avoid repetition of facts and grounds, the defenses raised in the written statement be read as part and parcel of this application.
- B. The impugned order dated 01.08.2022 was passed by the forum without providing any opportunity of hearing to POWERGRID. The same is apparent from the order wherein the forum without informing the date of hearing has proceeded to decide the matter ex-parte on the first date of hearing itself.
- C. That the learned forum has failed to appreciate the facts stated by parties and the legal position. It may be noted that MPPKVVCL had made the demand relying on the MPERC (Recovery of Expenses and other charges for providing electric Line or plant used for the purpose of giving Supply) Regulations 2006. Clause No XI of Annexure I “Schedule of Meter Rent and Other Charges” which has been relied by MPPKVVCL for raising the demand is reiterated below for convenience:

XI. Charges for Dedicated feeder

If a consumer is or has been provided a dedicated feeder at his request in addition to the feeder from which supply is provided to the consumer by the distribution licensee.	Cos sup mat
No maintenance charges for dedicated feeder are payable if it is the only feeder through which power is supplied to the	cha cos

On perusal of the said provision, it is apparent that maintenance charges are payable only in cases where dedicated feeder has been provided in addition to the feeder from which supply is provided to the consumer by distribution licensee.

The joint inspection report dated 21.09.2021 prepared by the officials of the appellant in presence of the respondent very specifically records that POWERGRID had requested for only one 33kV feeder which is being supplied from 132 Kv Seoni sub-station of MPPKVVCL. The said joint inspection report specifically mentions that POWERGRID never requested for another 33 KV feeder which has been provided from 220 Kv Narela sub-station of MPPKVVCL. The respondent has not produced any document before forum to suggest that the said feeder was established with the consent of POWERGRID. Therefore, the learned forum was wrong in holding the demand raised by MPPLVVCL to be legitimate.

- D. Further the learned forum was also wrong in placing its reliance on letter dated 27.04.2006 which is a sanction order of 630 KVA power at 33 kv to POWERGRID's substation at Seoni to suggest that maintenance charges at the rate of 01 percent was applicable as the at Para 2 (V) clearly suggest that maintenance charges shall be paid as prescribed by MPERC. Therefore, since presence of two feeders were essential for applicability of maintenance charges as per MPERC regulation, the same was not payable.

The said fact can also be substantiated with the fact that MPPKVVCL has never raised a demand before 2019. The maintenance charges were first time demanded vide letter dated 05.04.2019 from POWERGRID. Therefore, assuming without conceding that the maintenance charges were payable as per letter dated 27.04.2006, in such case MPPKVVCL failed to explain why no maintenance charges were ever demanded before 2019 from POWERGRID.

- E. The Forum has heavily relied on the Joint inspection Report dated 21.09.2021 to conclude that supply was being made through two different Feeder Lines to POWERGRID. Again, a mechanical appreciation of the report has been made by the Forum. The Single Line Diagram prepared with the Report shows that the supply is made to POWERGRID Seoni Substation through one single Feeder Line. POWERGRID cannot be charged for presence of two feeders outside the premises of Seoni Substation which was never requested by POWERGRID nor was it informed about the same. Therefore, the charges for the arrangement made by MPPKVVCL on their own accord can't be shifted on POWERGRID.
- F. Further the learned forum has failed to apply its mind to the demand raised by MPPKVVCL vide its various letter dated 05.04.2019, 11.06.2019 & bill dated 28.12.2019 and various communication issued by both parties.
- G. The learned forum failed to consider that the even if the charges are to be paid by POWERGRID the maintenance charges raised by MPPKVVCL is wrong and contrary to MPERC (Recovery of Expenses and other charges for providing electric Line or plant used for the purpose of giving Supply) Regulations 2006.
- H. The respondent vide in its bill has levied 1 percent per annum charges from 26.04.2007 to 06.09.2009 and has levied charges at the rate of 2.5 percent per

annum from 07.09.2009 till 2019. The revision in charges has been made based on Madhya Pradesh Electricity Regulatory Commission Recovery Of Expenses And Other Charges For Providing Electric Line Or Plant Used For The Purpose Of Giving Supply) Regulations (Revision-I), 2009. However, since the dedicated feeder was commissioner and handed over in 2007, charges as per 2006 regulation itself shall be paid. A saving clause has been provided in the revision of 2009 itself.

- I. Further the learned forum has failed to consider that MPPKVVCL has levied surcharge at the rate of 1.25 percent per month on the outstanding amount since 2007 itself which is out rightly wrong. As per MP ERC regulation surcharge at the rate of 1.25 percent per month or part thereof has to be paid on the amount outstanding (including arrears) if the bill are not paid by due date.
The learned forum has failed to consider that MPPKVVCL has raised the bill towards maintenance charges for the first time in December 2019 and therefore if at all any surcharge has to be levied, same shall only be levied from December 2019 and not from 2007. Therefore, levy of surcharge by MPPKVVCL from 2007 is illegal.
- J. Further since a 11 kV feeder was functional at the time of application for dedicated feeder (33 kV) by POWERGRID, the issue of maintenance charges was raised by MPPKVVCL in their sanction order for 33 kV (as per the then prevailing 2006 MPERC regulation). However, when POWERGRID surrendered 11 kV feeder, the 33 kV feeder became the only source of supply to POWERGRID. Hence, if at all any charges towards operation and maintenance of additional feeder has to be levied, MPPKVVCL should have levied the same only for the overlap period of 11 kV and 33 kV feeders, which is from 24.11.2007 (date of charging 33 kV feeder) to 01.12.2008 (date of disconnection of 11 kV feeder), i.e. 12 months and 7 days. Further even if demand for such period is to be raised the same was required to be raised within the period of limitation.
- K. Further it is important to point out that since 220 kV Narela SS of MPPTCL came up subsequently, and owing to it's proximity to POWERGRID MPPKVVCL on their own provided a CHANGEOVER arrangement outside POWERGRID's premises (one from their 132 kV SS and another from their 220 kV SS) to ensure reliability of supply to POWERGRID. This was solely done by MPPKVVCL on their own and without consent of POWERGRID and in fact without even informing them. The same has been brought out very clearly in joint inspection report MOM between MPPKVVCL and POWERGRID.
- L. The Ld. Council has proceeded to decide the reference under challenge based on conjectures and surmises and based on assumptions and presumptions not warranted by law.
- M. The Order of MP ECGRF suffers with patent error on the face of record in as much as it has decided the issue "Whether the Complainant is entitled to the relief claimed?" in the favour of Complainant, but refused the relief in its operative portion.

- N. The reliance placed by forum on letter dated 07.04.2006 is misplaced.
- O. The learned forum has failed to note that the MPPKVCL has not made any demand towards maintenance charges from POWERGRID since 2007 till 2019. It is only in the year 2019 that demand towards the maintenance charges was raised for the first time.
- P. The learned Forum has also failed to note that the demand of MPPKVCL is period of limitation. As per law of limitation claim for the amount due could be made after lapse of period of three years since the same has fallen due. Therefore even assuming without conceding even if these charges are to be paid by POWERGRID no claim can be made by MPPKVCL towards charges beyond 2016 as demand was raised for the first time in 2019.
- Q. That the impugned order was passed in contravention with a fundamental policy of Indian Law and that it is in conflict with most basic notions of morality of justice. Thus, The entire order of the Ld. Council is otherwise illegal and violative of principles of natural justice.
- R. POWERGRID is in the process of depositing 50% of the demand amount. The said amount is being deposited in pursuance of Rule 3.37 of MPERC (Establishment of Forum and Electricity Ombudsman for redressal of grievances of the consumers) (Revision-I) Regulations, 2009. The said amount shall be directed to be returned to POWERGRID if the appeal is allowed.
- S. In view of the above it is humbly prayed that the appeal be allowed and the order dated 01.08.2022 shall be quashed and set-aside.

03 प्रकरण को क्रमांक एल 00-04/2023 पर दर्ज करने के बाद उभय पक्षों को लिखित नोटिस जारी करते हुए प्रथम सुनवाई दिनांक 14.2.2023 नियत की गई ।

- ❖ प्रकरण में प्रथम सुनवाई की दिनांक 14.2.2023 नियत की गई जिसमें आवेदक श्री विजय श्रीवास्तव, तथा श्री अभिमन्यु श्रीवास्तव अधिवक्ता उपस्थित हुए, अनावेदक की ओर से कोई भी अधिकृत व्यक्ति नियत दिनांक को उपस्थित नहीं हुआ, जिससे प्रकरण की सुनवाई नहीं की जा सकी । अतः प्रकरण को गंभीरता से लेते हुए तथा अनावेदक को अंतिम अवसर प्रदान करते हुए प्रकरण में सुनवाई की आगामी तारीख दिनांक 21.2.2023 प्रातः 11.30 बजे नियत की जाती है । अनावेदक की नियत तिथि को अनुपस्थित पाये जाने पर एकपक्षीय कार्यवाही कर निर्णय पारित किया जा सकेगा ।
- ❖ द्वितीय सुनवाई की दिनांक 21.2.2023 आवेदक की ओर से श्री अभिमन्यु श्रीवास्तव अधिवक्ता, एवं श्री शुभम यादव, उप प्रबंधक एवं श्री शंशाक पाठक, अधिवक्ता उपस्थित । अनावेदक की ओर से श्री मुकेश मोहाबे , सहायक अभियंता, सिवनी, अधिवक्ता श्री प्रकाश उपाध्याय व श्री कुलदीप रघुवंशी, अधिवक्ता उपस्थित ।

आवेदक ने अपने कथन निम्नानुसार किये ।

1. पावर ग्रिड के सिवनी 765/400/200 KV उपकेन्द्र को केवल एक ही फीडर से विद्युत प्रदाय किया जा रहा है उसके अतिरिक्त और कोई अन्य वैकल्पिक (Alternate) फीडर से विद्युत प्रदाय नहीं किया जा रहा था ।
2. विद्युत प्रदाय देते समय हमें जिस प्रकार मार्गदर्शन दिया गया था उसी प्रकार हमने आवेदन किया था किंतु हमें जिस फीडर से विद्युत दिया जा रहा था वह विद्युत नियामक आयोग द्वारा जारी विद्युत प्रदाय संहिता के अनुसार डेडिकेटेड फीडर (Dedicated Feeder) की श्रेणी में नहीं आता है । अतः किसी प्रकार का मेटेनेंस चार्ज देने योग्य नहीं है ।
3. अनावेदक द्वारा वर्षो उपरांत जारी किया गया मेटेनेंस चार्ज का बिल नियम विरुद्ध एवं अवैधानिक है अतः निरस्त किये जाने का अनुरोध है ।

अनावेदक के कथन

अनावेदक ने कोई लिखित प्रतिउत्तर प्रस्तुत नहीं किया । सुनवाई के दौरान निम्नानुसार कथन किये :-

1. आवेदक के अनुरोध पर ही उसे डेडिकेटेड फीडर (Dedicated Feeder) के माध्यम से ही विद्युत कनेक्शन स्वीकृत किया था । आवेदक द्वारा निर्वाध विद्युत आपूर्ति चाही थी ।
2. आवेदक का विद्युत कनेक्शन स्वीकृति हेतु जारी स्वीकृति पत्र क्रमांक 1061-62 दिनांक 27.4.2006 की शर्त क्रमांक (V) में यह स्पष्ट उल्लेख है कि आवेदक को 33 के.व्ही. डेडिकेटेड फीडर एवं 33 के.व्ही बे (BAY) की कीमत पर 1 प्रतिशत प्रतिमाह की दर से रख-रखाव चार्जस का भुगतान करना होगा
3. आवेदक द्वारा मेटेनेंस चार्जस की राशि नियमानुसार देय है । अतः मेटेनेंस चार्ज की राशि का बिल जारी किया गया है जो की सही है ।

उभय पक्षों द्वारा बताया गया कि इसके अतिरिक्त प्रकरण में आगे कोई और कथन नहीं किया जाना है न ही कोई अतिरिक्त दस्तावेज/जानकारी प्रस्तुत की जानी है । अतः प्रकरण में सुनवाई समाप्त करते हुए प्रकरण आदेश हेतु सुरक्षित किया गया ।

04 उभय पक्षों द्वारा प्रस्तुत कथनों / साक्ष्यों के आधार पर प्रकरण के निर्विवादित तथ्य निम्नानुसार है :-

1. अपीलार्थी पावर ग्रिड कार्पोरेशन ऑफ इंडिया लिमिटेड सिवनी में 765/400/220 KV उपकेन्द्र के निर्माण हेतु ग्राम लुघरवाड़ा जिला सिवनी म.प्र. में 11KV पर 100 KVA का अस्थाई कनेक्शन प्राप्त किया था ।
2. इसके उपरांत अपीलार्थी ने उपकेन्द्र में सहायक बिजली आपूर्ति (Auxiliary power for substation) हेतु 630 KVA संविदा मांग 33 KVA पर स्थायी कनेक्शन की मांग की थी ।
3. उपकेन्द्र की महत्ता को देखते हुए अपीलार्थी ने Dedicated फीडर अति उच्च दाब उपकेन्द्र से मांग की भी ताकि उसे निर्वाध विद्युत प्रदाय प्राप्त हो सके ।

4. अनावेदक ने कनेक्शन स्वीकृति आदेश क्र 1061 जबलपुर दिनांक 27.4.2006 जारी किया था जिसमें निम्नानुसार शर्तें थी ।
- (I) The entire cost of extension of 33 KV dedicated feeder and 33 KV Bay shall be born by you as per Misc charges prescribed by the MPERC.
 - (II) You will construct the proposed 33 KV feeder at your cost and material through "A" Class Electrical contractor by depositing 10% supervision charges on the estimated cost of total work. The supervision charges as advised by the S.E. (O&M) Seoni shall be deposited by you before execution of HT agreement.
 - (III) The erection of 33 KV Bay for the aforesaid feeder shall be carried out by the Board under Deposit works. The estimated cost of 33 KV Bay, as intimated by the S.E. (O&M) Seoni shall also be deposited by your before executing HT agreement.
 - (IV) As per supply code 2001 Last span of 33 KV line shall be provided with aerial bunched cable.
 - (V) You shall pay maintenance charges @ 1% per month on the actual cost of 33 KV dedicated feeder and 33 KV Bay (*excluding* supervision charges as Per Misc charges prescribed by the MPERC.

5. विद्युत प्रदाय संहिता-2004 में Dedicated Feeder की निम्नानुसार व्याख्या की है:-

Dedicated Feeder

5.3 Consumer desirous of getting power supply from dedicated feeders may request for such facility to the licensee. The dedicated feeder shall be extended from the Power substation to the consumer's point of supply. In such cased the consumers shall be liable to pay the cost of Bay and all protection Switchgears and its accessories provided at the power request. The licensee will check the feasibility based on merit of providing a dedicated feeder to the consumer's premises. If found feasible, of providing a dedicated feeder to the consumer's premises. If found feasible, the consumer will be provided with a dedicated feeder and the consumer will be liable to pay additional charges as indicated in the Schedule of Miscellaneous charges.

6. Recovery of Expenses and other charges Regulation 2006 (G-31 of 2006) में Dedicated Feeder को निम्नानुसार स्पष्ट किया है:-

XI. Charges of Dedicated feeder

<p>If a consumer is or has been provided a dedicated feeder at his request in addition to the feeder from which supply is provided to the consumer by the distribution licensee.</p> <p><u>No maintenance charges for dedicated feeder are payable if it is the only feeder through which power is supplied to the consumer.</u></p>	<p>Cost of extension + 5% supervision charges on cost of material + Annual maintenance charges @ 1% of the actual cost of extension (excluding supervision charges) to be borne by the consumer.</p>
---	--

7. recovery of Expenses and other charges Regulation RG-31 of 2009 में Dedicated Feeder हेतु निम्नानुसार प्रावधान है :-

XI. Maintenance Charges of Dedicated feeder

If a consumer is or has been provided a dedicated feeder at his request in addition to the feeder from which supply is provided to the consumer by the distribution licensee.	Annual maintenance charges @ 2.5% of the actual cost of extension to be borne by the consumer.
<u>No maintenance charges for dedicated feeder are payable if it is the only feeder through which power is supplied to the consumer.</u>	

8. विद्युत प्रदाय संहिता, 2013 में Dedicated feeder के संबंध में निम्नानुसार लेख है:-

Dedicated feeder

5.4 If a consumer is or has been provided a separate feeder at his request in addition to the feeder from which supply is provided to the consumer by the distribution licensee, such additional separate feeder shall be termed as “Dedicated feeder”. On receipt of such request, the licensee will check the feasibility based on merit of providing a dedicated feeder to the consumer’s premises. If found feasible, the consumer will be provided with a dedicated feeder and the consumer will be liable to pay additional charges as indicated in MPERC (Recovery of expenses and other charges for providing electric line of plant used for the purpose of giving supply) (Revision-I) Regulations, 2009. The dedicated feeder shall be extended from the power substation to the consumer’s point of supply.

9. विद्युत प्रदाय संहिता, 2021 में Dedicated feeder की शर्तें निम्नानुसार हैं:-

समर्पित संभरक

5.4 यदि किसी उपभोक्ता को वितरण अनुज्ञापतिधारी द्वारा एक सामान्य संभरक (फीडर) के अतिरिक्त उसके अनुरोध किये जाने पर पृथक संभरक से भी विद्युत प्रदाय किया जाता है तो ऐसे अतिरिक्त पृथक संभरक को “समर्पित संभरक” कहा जाएगा । इस प्रकार के अनुरोध संबंधी आवेदन प्राप्त होने पर अनुज्ञापतिधारी उपभोक्ता परिसर में समर्पित संभरक को स्थापना हेतु गुण-दोष (मेरिट) के आधार पर इसकी साध्यता का परीक्षण करेगा । यदि साध्य हो तो उपभोक्ता को समर्पित संभरक प्रदाय किया जाएगा एवं उपभोक्ता को इसके लिये यथाप्रायोज्य म.प्र. विद्युत नियामक आयोग (विद्युत प्रदाय के प्रयोजन से विद्युत लाईन प्रदाय करने तथा उपयोग किये गये संयन्त्र हेतु व्ययों तथा अन्य प्रभारों की वसूली) विनियम में निर्दिष्ट अनुसार अतिरिक्त प्रभारों का भुगतान भी करना होगा । समर्पित संभरक का विस्तार विद्युत उपकेन्द्र से उपभोक्ता के विद्युत प्रदाय के प्रारम्भिक बिन्दु तक किया जाएगा ।

10. RG -3 (Regulation II), 2022 में Dedicated feeder हेतु निम्नानुसार दरें दर्शायी हैं ।

ग्यारह. समर्पित संभरक (फीडर) हेतु संधारण प्रभार

यदि उपभोक्ता को उसके अनुरोध पर समर्पित संभरक प्रदान किया जाता है या किया गया हो जो कि वितरण अनुज्ञप्तिधारी द्वारा उपभोक्ता को विद्युत प्रदाय के अतिरिक्त है ।	ऐसे प्रकरण में उपभोक्ता को समर्पित संभरक वास्तविक लागत पर 2.5 प्रतिशत की दर से वार्षिक संधारण प्रभार वहन करने होंगे ।
---	---

11. अनावेदक ने अपील पर न तो लिखित उत्तर प्रस्तुत किया है ना ही कोई दस्तावेज प्रस्तुत किया है ।
12. आवेदक ने कहा है कि अनावेदक द्वारा निर्देशानुसार ही आवेदन में डेडिकेटेड फीडर एवं उसके मेंटेनेंस चार्ज देने के संबंध में लेख किया है ।
13. जिस फीडर से विद्युत प्रदाय किया गया है वह पृथक फीडर तो है किंतु डेडिकेटेड फीडर नहीं है क्योंकि केवल इसी फीडर से विद्युत प्रदाय किया गया है ।
14. विद्युत अधिनियम 2003 आने के उपरांत म.प्र. विद्युत नियामक आयोग द्वारा जारी विद्युत प्रदाय संहिता-2004 से 2021 तक उसके पुनरिक्षण तथा विनियम आर.जी-31 वर्ष 2006 तथा वर्ष 2022 तक उसके पुनरिक्षण सभी से यह स्पष्ट है कि संभावित उपभोक्ता (Prospective consumer) को जिस फीडर से विद्युत प्रदाय दिया जाता है वह डेडिकेटेड फीडर नहीं माना जा सकता भले ही वह अति दाब उपकेन्द्र से नया स्थापित किया हो ।
15. ऐसे फीडर को पृथक (Separate) या स्वतंत्र (Independent) कहा जा सकता है किंतु समर्पित (dedicated) नहीं ।
16. अनावेदक ने अपीलार्थी को कनेक्शन देते समय जो 33KV का फीडर उसके व्यय पर स्थापित करवा कर कनेक्शन दिया था उसके अतिरिक्त कोई और फीडर डालने के संबंध में न तो सुनवाई में एव ना ही फोरम के समक्ष कोई दस्तावेज/ साक्ष्य प्रस्तुत किया है ।
17. अनावेदक ने कनेक्शन स्वीकृति पत्र क्रमांक 1061-62 दिनांक 27.4.2006 को ही आधार माना है जिसमें 2.(V) में यह उल्लेख है कि आवेदक MPERC द्वारा जारी Misc. charges के अनुसार फीडर व 33 KV बे (Bay) की लागत पर 1% मेंटेनेन्स चार्ज का भुगतान करेगा ।
18. अनावेदक ने 2006 में कनेक्शन स्वीकृति तथा 24.11.2007 को 33KV का कनेक्शन प्रदाय करने के उपरांत कभी भी मेंटेनेन्स चार्ज की मांग नहीं की ।
19. लम्बी अवधि उपरांत वर्ष 2019 में पत्र क्रमांक 78 दिनांक 5.4.2019 द्वारा दिनांक 26.4.2007 से दिनांक 31.3.2019 तक के मेंटेनेन्स चार्ज रु. 2,78,597/- की मांग की तथा पुनरीक्षित मांग रु. 10,84,671/- पत्र क्रमांक 986 दिनांक 11.6.2019 से की जिसका विवरण पत्र में नहीं दिया गया ।
20. अनावेदक ने उक्त मांग के संबंध में विवरण न तो प्रेषित किया एवं ना ही अपीलार्थी को बार-बार मांगने पर दिया है ।
21. अनावेदक ने उक्त फीडर के अतिरिक्त किसी और फीडर से विद्युत प्रदाय किया जा रहा है, इस संबंध में कोई दस्तावेज प्रस्तुत नहीं किया है । अतः यह सिद्ध है कि एक मात्र फीडर से विद्युत प्रदाय किया जा रहा है ।

05 उभय पक्षों द्वारा किए गये कथनों तथा प्रस्तुत दस्तावेजों / साक्ष्यों की स्थापित विधि एवं नियमों / विनियमों के प्रकाश में विवेचना से निम्न निष्कर्ष प्राप्त होते हैं :-

(1) अपीलार्थी पावर ग्रिड कार्पोरेशन आफ इंडिया लिमिटेड ने ग्राम कुपवाड़ा जिला सिवनी (म.प्र.) में 765/400/220 KV उपकेन्द्र के संचालन (Auxiliary Power for substation) हेतु 630 KVA संविदा मांग 33 KW पर स्थानीय कनेक्शन की मांग की थी ।

(2) अपीलार्थी ने अपने आवेदन में समर्पित फीडर (Dedicated Feeder) की मांग करने के साथ ही मेंटेनेन्स चार्ज भरने की सहमति दी थी ।

(3) अनावेदक ने उक्त कनेक्शन के स्वीकृति पत्र क्रमांक 1061-62 दिनांक 27.4.2006 में अन्य शर्तों के साथ यह शर्त भी रखी थी कि " You shall maintenance charges @ 1% per month on the actual cost of 33 KV dedicated feeder and 33 KV Bay (excluding supervision charges) as per Misc charges prescribed by the MPERC" उक्त शर्त नियमों के प्रावधान के विरुद्ध होने से निरस्त करने योग्य है ।

(4) जिस फीडर से अपीलार्थी को नया कनेक्शन दिया गया था वह नियमानुसार समर्पित फीडर (Dedicated Feeder) की शर्तें पूरी नहीं करता है अतः वह Dedicated feeder न होकर पृथक (Separate) या स्वतंत्र (Independent) फीडर है ।

(5) डेडिकेटेड फीडर हेतु योग्य नहीं होने के कारण नियमानुसार मेंटेनेन्स चार्ज लिये जाने योग्य भी नहीं है जैसा कि RG-31 वर्ष 2006 एवं 2009 में स्पष्ट है "No maintenance charges for dedicated feeder are payable if it is the only feeder through which power is supplied to the consumer."

06 प्रकरण में की गई उपरोक्त विवेचना तथा प्राप्त तथ्यों एवं निष्कर्षों के आधार पर निम्नानुसार निर्णय पारित किया जाता है :-

(1) अपीलार्थी की अपील स्वीकार की जाती है ।

(2) जिस फीडर से नया कनेक्शन दिया गया है वह एक मात्र फीडर है जिससे विद्युत प्रदाय की व्यवस्था स्वीकृत की गई थी, जिसका व्यय अपीलार्थी द्वारा वहन किया गया था वह डेडिकेटेड फीडर न होकर पृथक या स्वतंत्र फीडर है अतः मेंटेनेन्स चार्ज लिये जाने योग्य नहीं है ।

(3) अनावेदक द्वारा मेंटेनेन्स चार्ज के मद में की गई मांग नियम विरुद्ध होने के कारण वापस ली जावे, तथा पूर्व में जमा की गई राशि आगामी बिलों के माध्यम से समायोजित कर वापस करें ।

07 उक्त निर्णय के साथ प्रकरण निर्णित होकर समाप्त होता है । उभय पक्ष प्रकरण में हुआ अपना अपना व्यय स्वयं वहन करेंगे ।

08 आदेश की निःशुल्क प्रति के साथ उभय पक्ष पृथक रूप से सूचित हो आदेश की निःशुल्क प्रति के साथ फोरम का मूल अभिलेख वापिस हो ।

विद्युत लोकपाल

