

**ELECTRICITY OMBUDSMAN  
MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION  
BHOPAL**

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**Case No.LOO-15/2024**

**Sub: Representation/Appeal under Section 42(6) of the Electricity Act, 2003 by Shri Kanhaiya lal Parmar against order dated 11.12.2023 in Case No. 0561223 issued by the Electricity Consumer Grievance Redressal Forum, Indore and Ujjain.**

**ORDER**

**(Date of Order: 06.02.2025)**

**Mr. Kanhaiyalal Parmar S/o, Shri Behrual Parmar** – **Applicant**  
**R/o. Ward no. 4, Darji Seri,**  
**kanad, Agar, District Shajapur**  
**(MP)**

V/s

**Madhya Pradesh Paschim Kshetra Vidyut Vitran Co. Ltd.** – **Non-Applicant**  
**Indore, GPH Compound polo ground**  
**Indore (MP) Pin- 452003**

The Applicant, Shri Kanhaiyalal Parmar has filed the subject application against the Order dated 11.12.2023 passed by the Electricity Consumer Grievance Redressal Forum, Indore and Ujjan in Case No. W0561223.

2. The Applicant had applied for a new electricity connection on 11.10.2021 for its Animal feed Industry in village Kanad, District Agar along with all requisite documents. In Response to the aforesaid application, the Respondent Distribution Company had prepared and sanctioned an estimate for extension of 11 KV line and installation of DTR to cater the load demanded by the Applicant. The Respondent had got deposited the applicable charges from the applicant under various heads in the months of October' and November' 2021. Thereafter, an agreement was also executed between the Applicant and Respondent Company on 6.12.2021 for providing the electricity connection applied by the Applicant. Subsequently the applicant had decided not to set up the Industry and wrote a letter dated 10.01.2022 to Respondent for cancellation of the said agreement and

for refund of the amount deposited by the Applicant. The Respondent completed the line extension work on 28.11.2022 and served the connection to the Applicant by installing meter on 02.03.2023. Thereafter, the Respondent Distribution Company started issuing electricity bills to the applicant/consumer as per Tariff Order issued by the M.P.Electricity Regulatory Commission (MPERC). The Respondent issued a show cause notice to the applicant on 21.11.2023 on non-payment of said electricity bills. The applicant/consumer approached the Electricity Consumer Grievance Redressal Forum, Indore and Ujjain (ECGRF) in this matter and the ECGRF vide order dated 11.12.2023 dismissed the complaint/representation of the applicant. On further non-compliance in payment of electricity bills in terms of aforesaid Order passed by ECGRF, a recovery notice dated 23.02.2024 was issued by the Respondent Distribution Company to the consumer/applicant.

3. Aggrieved by the service of connection and billing by the Respondent even after the request for cancellation of the Agreement and new connection by the applicant, a Writ Petition No WP 6965 of 2024 was filed by the Applicant before the Hon'ble High Court of the M.P. Bench at Indore. The Hon'ble High Court vide order dated 30.08.2024 dismissed the aforesaid Writ Petition with liberty to the petitioner to avail the alternate remedy within a period of four (4) weeks from the date of order. Thus, the Applicant has approached the Electricity Ombudsman under Section 42(6) of the Electricity Act, 2003 in this matter.

**4. The Applicant has broadly submitted the following in its representation: -**

- (i) *That, the appellant applied for registration under the Ministry of MSME Government of INDIA and established a Micro Industry of animal feed Industry on dtd. 16.02.2021 in village Knanad dis. Agar.*
- (ii) *That, due to the need for electricity for the establishment and operation of his Industry, The appellant moved an application on date. 11.10.2021 to the Assistant Engineer of Madhya Pradesh Western Region Electricity Distribution Company Limited, Kanad, as per the requirement of electricity consumption and along with the necessary document.*
- (iii) *That, upon the applicant submitted by the appellant an estimate was issued by the respondent on the date 12.10.2021 for providing Industrial electricity connection.*

*The total expenditure for connection estimated by the company is Rs. 377581.14 (rupee).*

- (iv) That, according to the estimate given by the Respondent the appellant paid the amount in various heads of Rs. 500/-, 1, 83,450/- and 95,000/- respectively to the department on time dated 12.10.2021, 25.11.2021, and 23.11.2021 respectively.*
- (v) That, it is pertinent to mention here that, an agreement was also executed between the appellant and the respondent on date 06.12.2021 regarding providing an electricity connection.*
- (vi) That, thereafter, due to Coroan pandemic and non-availability of raw materials, and not getting electicity connection for a long time. The appellant change his mind and decided not set up the Industry and the appellant give a letter on dtd. 10.01.2022 to junior engineer region Kanad, regarding cancelling the contract executed between the parties on date 06.12.2021 regarding electricity connection and returning the security deposit.*
- (vii) That, therefore, the request upon the appellant regarding the cancellation of the agreement, the Respondetns approved the letter on dtd 23.02.2022 and sent for further action.*
- (viii) That, despite the request made by the appellant to cancel the contract, the Respondent authority refused the request and the work of laying ESD-SAC line was completed arbitrarilyon dt. 28.11.2022 and 25.11.2022 and thereafter on dtd. 02.03.2023 without obtaining the consent of the appellant the electricity meter was installed by them and the connection was completed. It is pertinent to mention here that When the Respondent came to the appellant's premises to intall the meter and sign the sheet, but the appellant refused to the above mention installation and sign the sheet dtd. 02.03.2023.*
- (ix) That, till now neither any machines have been installed in the aforesaid premises, nor any kind of electricity has been used in the premises till today. Even after the Respondent has started giving the electricity bill to the appellant at the rate 840 units per month from Feb 2023.*
- (x) That, when the very first electricity bill of Rs. 16,885 was sent by the Respondent on dtd. 16.03.2023, there upon a complain letter was sent by the appellant to the*

*Superintendent Engineer on dtd 10.04.2023 regardign this illegal and arbitrary action.*

- (xi) *That, thereafter the case was taken up for hearing upon the complain of the appellant by Madhya Pradesh Paschim Kshetra Vidhyut Vitran Compnay Ltd. (GPH Parisar) Forum bearing letter KRAMANK/ वि.उ.शि.नि.फो./22/401, on dtd. 28.04.2023.*
- (xii) *That, the matter was taken up on dated 27.06.2023 for hearing and dismiss the matter on the basis of the non-appearance before the concerning Forum. Thereafter, on dtd. 26.11.2023 the letter was received from the department then the appellant stated that he did not have any information about the above-mentioned matter.*
- (xiii) *That, meanwhile on date 10.01.2022, representation was made by the appellant before the Electricity Consumer Grievance Redressal Forum but the aforesaid was not heard and unsolved, and no steps were taken upon that by the respondents, also, there is a case instituted for the same was also having no knowledge about the case pendency to the Appellant, Therefore, the Appellant filed an complaint before the Electricity Consumer Grievances Redressal Forum on date 26.09.2023.*
- (xiv) *That, the above-mentioned complaint bearing case no W0561223 filed by the appellant before the Electricity Consumer Grievances Redressal Forum was dismissed by the Respondent authority vide order dtd. 11.12.2023.*
- (xv) *That, the aforesaid information received to the appellant regarding the dismissal of the complaint throught letter dtd. 17.01.2024, and thereafter, on dtd.23.02.2024, a recovery notice has been issued by the department to the appellant under section-56 of M.P. Electricity Act, 2003 by which the Appellant was ordered to deposit the outstading amount within 15 days. And if the aforesaid amount was not deposited then legal action was taken against the Appellant.*
- (xvi) *That, being aggrieved by the action taken by the Respondent and notice served upon the Appellant the Appellant filed a petition U/A 226 of the Constitution of India before Hon'ble High Court, and the Hon'ble Court heard the matter in view of the unavailability of alternative remedy to the petitioner is dismissed with*

*liberty to the Appellant/ Petitioner to avail such alternative remedy. And the interim order dtd. 20.03.2024 passed in this Petition shall continue.*

**5. Prayer in the subject Representation/Appeal:-**

In his subject representation/appeal, the applicant has prayed to allow the appeal and set aside the impugned order dtd. 11.12.2023 issued by ECGRF and impugned notice dated 23.02.2024 issued by the Respondent Distribution Company along with the whole recovery amount, for the interest of justice.

**6. Decision of the Forum (ECGRF) :-**

The Electricity Consumer Grievance Redrassel Forum (ECGRF) Indore & Ujjan in the impugned order while rejecting the application of the Applicant/Consumer held the following :-

- i. As per the terms and conditions in the agreement placed on record, the billing is to be done upto a continuous period of two (2) years from the date of agreement and the electricity connection of the consumer may be permanently disconnected only after the expiry of the said intial period of two years in the agreement.
- ii. The Respondent Distribution Company is issuing bills to the Applicant/Consumer as per the conditions in agreement and Tariff schedule LV-4.1 which is found correct by the Forum. Therefore, the Applicant/Consumer has to pay electricity bills issued by the Respondent Distribution Company.

**7. The applicant has filed the subject representation/Appeal mentioning the following main grounds:-**

- i. *Without any sufficient cause or justified reason and without application of mind, the respondent passed the order for recovery and the impugned Notice. Therefore, the impuged notice 23.02.2024 along with the whole recovery issued by the respondent is illegal and arbitrary.*
- ii. *The Appellant was not provided with an electricity connection by the department for a prolonged period due to which he had to suffer heavy financial loss, hence the Applicant has requested for cancellation of the contract with the department regarding the electricity connection.*

- iii. *A loan was opted by the Appellant to start an industry under the PMGP Scheme and due to lack of the electricity connection for a long period and the epidemic he was not able to run his Industry and to pay back the installment of the loan, and was left with no option except to shut down the industry*
- iv. *The Electricity Consumer Grievance Redressal Forum, Polo Ground Indore decided the matter in the absence of the Appellant which is the clear violation of the Principle of natural justice.*
- v. *Neither any work has started nor any machine has been installed in the industrial premises of the Appellant and electricity is not being consumed despite this the department is continuously paying electricity bills every month which is illegal.*

**8. Details of Hearings before Electricity Ombudsman:**

- (i) The Applicant, Shri Kanhaiyalal Parmar has filed this representation on 26.09.2024. The case was fixed for hearing on 25.10.2024 and simultaneously the records in this matter were sought from ECGRF Indore and Ujjain.
- (ii) None appeared on behalf of the Applicant during the hearing held on 25.10.2024 Shri Mukesh Kumar Charmkar, Junior Engineer appeared on behalf of the Respondent Distribution Company and sought time extension for filing their reply to the representation filed by the Applicant . The Respondent was directed to file his reply by 11.11.2024. He was also directed to serve a copy of the same to the Applicant simultaneously.
- (iii) During the next hearing held on 22.11.2024, Ms. Pratibha Verma, Advocate appeared for the Applicant.  
Shri Rajeev Kumar Patel Executive Engineer (O&M) Division, Agar along with Shri Pawan Dohre Legal Assistant appeared on behalf of the Respondent Distribution Company and submitted their reply to the representation filed by the Applicant.  
A copy of the aforesaid reply was also served to the Counsel appeared for the Applicant. Ld. Counsel for the Applicant had sought 15 days' time to file her rejoinder. The Applicant was granted time to file her rejoinder by 13.12.2024

after serving a copy of same to the Applicant. The case was fixed for hearing on 27.12.2024.

- (iv) During the next hearing held on 27.12.2024, Shri Gaurav Shrivastava, Advocate and Ms. Pratibha Verma, Advocate appeared for the Applicant.

Shri Rajeev Kumar Patel Executive Engineer (O&M) Division, Agar along with Shri Mukesh Kumar Charmkar, Junior Engineer appeared for the Respondent Distribution Company.

Ld. Counsel for the Applicant failed to file his rejoinder till this date of hearing and sought further time extension to file their rejoinder to the reply filed by the Respondent Distribution Company. Considering his request, Ld. Counsel for the Applicant was allowed to file rejoinder by 07.01.2025.

The representatives appeared for the Respondent requested to allow them also a week's time to file their reply to aforesaid rejoinder. The Respondent was allowed to file his reply to the aforesaid rejoinder by 14.01.2025.

Considering the request by both the parties, the Applicant and the Respondent were directed to ensure submission of their reply and rejoinder within the aforesaid time line. After hearing both the parties at length, the case was reserved for orders after submission of rejoinder and reply by both the parties.

- (v) It is worthwhile to mention in this Order that since the Rejoinder dated 10.01.2025 was neither received in hard copy or soft copy by the Electricity Ombudsman till 19.01.2025 therefore, Ld. Counsel of the applicant/consumer was contacted and requested by the office of Ombudsman to file the same at the earliest. The applicant filed copy of his rejoinder through E-mail on 20.01.2025. The Respondent vide No.158 dated 17.01.2025 had also filed its reply to the aforesaid rejoinder. The aforesaid delayed submissions need to be taken on record while passing this Order.

**9. The Respondent Madhya Pradesh Paschim Kshetra Vidyt Vitaran Co. Ltd. in its first reply dated 22.11.2024 to the subject representation/appeal has submitted the following:-**

- i. *That, the appellant has wrongly impleaded the respondent company and had mentioned in the cause title as mentioned below:-  
“Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Ltd. Indore, GPH Compound Polo Ground Indore (M.P.)”  
But on the contrary, upon a bare perusal of the impugned order in challenge dated 11.12.2023 passed by ECGRF, Indore, the name of respondent is clearly mentioned as – “ कार्यपालन यंत्री (सं/स) सभाग म.प्र.प.क्षे.वि.वि.कं.लि,आगर” which if translated into English means “Executive Engineer, MPPKVCL, Agar”. It is pertinent to note here that Agar is another district and the matter pertains to Agar district under its jurisdiction. Thus. the present appeal is liable to be rejected/dismissed on this ground itself that the appellant has not impleaded proper and necessary party in the present case.*
- ii. *That, the facts of the case are not repeated for the sake of brevity. However, certain disputed facts in the case are already dealt with and denied impliedly in the present reply.*
- iii. *That, the appellant had primarily made an application on 11.10.2021 for new electricity connection of 84 HP and 100 KVA transformer and electrical line. The same application for seeking permission of the same was sent to senior office on 18.10.2021. Upon the above-mentioned application made by the appellant to the respondent an agreement was executed between both the parties on 18.11.2021 and after approval. the extension of electric line, Shajapur Department was issued work order and after completion of work, work completion report was presented on 28.11.2022. Thereafter, on 02.03.2023 Meter No. 8645082 with Electricity connection IVRS No. 3124017959 was installed at the appellant consumer premises.*
- iv. *That, the respondent has intimated appellant several times to pay the aforementioned electricity bills and upon appellant’s failure to do so, respondent issued a show cause notice dated 21.11.2023. Thereafter, a case was instituted at ECGRF, Indore by the appellant bearing case No. W0561223.*
- v. *That, the answering respondent had submitted a detailed reply before ECGRF, Indore Indore passed a detailed, reasoned and speaking order dated 11.12.2023 and dismissed the complaint made by consumer appellant and observed that.*

- a) *The electricity bills raised by the answering respondents were based upon the electricity connection installed at appellant's premises upon an application dated 11.10.2021 made by the appellant to respondents for installation of the said electricity connection. In pursuance of the said application, an agreement was executed between appellant and respondent for installation of the said selectricity connection for the period of two years.*
  - b) *The term of the agreement executed between appellant and respondent is of two years and both the parties are bound to comply with the said agreement for the term of 2 years as stated and agreed by the parties to the agreement.*
  - c) *In furtherance of the said agreement, respondent had installed an electric meter at appellant's premises on 02.03.2023, thereby complying with his part of the agreement.*
  - d) *The electricity bills raised by the respondent are as per the terms of the aforementioned agreement and are completely within the ambit of law.*
  - e) *The complainant is directed to pay the electricity bills and clear his dues.*
- vi. *That, upon appellant's failure to comply with the order passed by ECGRF, Indore, respondent tissued a recovery notice dated 23.02.2024 against appellant.*
- vii. *That, subsequently on 24.04.2024 an inspection was done at appellant's premises and it was found that the appellant disconnected the electricity meter that was installed on 02.03.2023 by the respondent and the said meter was not found at the appellant's premises. In furtherance of the inspection, junior engineer MPPKVCL, Kanad wrote a letter dated 29.06.2024 to executive engineer MPPKVCL, Agar Malwa informing about the missing electricity meter at appellant's premises. The appellant has unlawfully disconnected and removed the electricity meter that was installed at his premises thereby tampering with the electricity meter and committing an offence under section 135 of the Electricity Act, 2003.*
- viii. *That, the main contention of the appellant is that soon after the application due to personal difficulties as cited in the appeal, he gave a letter dated 10.01.2022 to*

*Junior Engineer, Region Kanad for cancellation of contract executed between the parties on 06. 12.2021, thus he is not liable to pay the outstanding amount. On the contrary, the agreement was executed on 18.11.2021 between both the parties for a period of 2 years which is binding upon both the parties and there is no letter dated 10.01.2022 available on record with the respondent company. Also the document provided by the appellant in this appeal seems to be a forged document since the seal is not clear and the date is not clear. Thus, it can not be ascertained that the letter has been duly served upon respondent and the respondent has given a receiving of the same to the appellant.*

- ix. *That, it is a trite principle of law that the terms and conditions of an agreement is binding upon both the parties until the agreement is terminated or cancelled in accordance with law. Thus, it can be made out that the agreement was never cancelled and was binding upon the appellant at the relevant point of time.*
- x. *That, Clause 7.27 and 7.28 of the Madhya Pradesh Electricity Supply Code of 2021 say.*
- “Clause 7.27 – if power supply to a consumer remains disconnected for a continuous period of 60 days for non-payment of charges or dues or noncompliance of any direction issued under this Code, the licensee shall issue a 15 days’ notice to the consumer for termination of the agreement. In case no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the Agreement of the licensee with the consumer for power supply shall be terminated on expiry of the period of notice, provided the initial period of the agreement is over. The connection shall also be disconnected permanently and remove supply network for that particular connection without affecting supply to other consumers. During temporary disconnection within the initial period of agreement, the consumer shall be liable to pay the fixed charged or minimum charges as per applicable tariff order. In such cases, the connection be disconnected permanently and Agreement may be terminated after the completion of initial period of agreement.*

*Clause 7.28 – Domestic and single phase non-domestic category of consumers may terminate the Agreement after giving a 15 days'notice. Consumers other than domestic and single phase non-domestic category can terminate the Agreement after the expiry of the initial period of two years on giving one month's notice. The licensee shall arrange for special meter reading, at a mutually acceptable date to facilitate preparation of the final bill of the consumer. The Agreement shall be terminated on the last day of the billing month and the licensee shall raise the final bill accordingly.’’*

*Upon bare persual of the above mentioned clauses, it is clear that the appellant consumer is liable to pay the amount due upon him and the minimum tariff is applicable upon him for a period of 2 years.*

- xi. That, the learned ECGRF, Indore has considered the merits of the case and passed an order which is fully within the ambit of the law.*
- xii. That, the respondent reserve their right to files additional reply if needed in the present mater at a later stage.*
- xiii. That, the respondents craves liberty of this Hon'ble Ombudsman to plead other grounds and judicial pronouncements at the time of hearing.*
- xiv. That, under such circumstances as mentioned herein above, the present appeal is liable to be dismissed with cost.*

**10. The Applicant has filed its rejoinder dated 10.01.2025 (received through E-mail on 20.01.2025) to the above reply. Thereafter, the Respondent has also filed its para wise reply dated 17.01.2025) to the aforesaid rejoinder filed by the Applicant. Issue-wise submission of applicant in his rejoinder and counter reply by the Respondent are as under:-**

**बिन्दु क्रमांक 1 – नवीन संयोजन हेतु अनुबंध पत्र पर आवेदक का प्रतिउत्तर :-**

*अपीलार्थी यह कथन करता है कि जिस अनुबंध को विद्युत कंपनी वैध अनुबंध पत्र बताते हुए उपरोक्त वर्णित कथन कर रही है उक्त अनुबंध पत्र के देखने से यह स्पष्ट होता है कि अनुबंध पत्र पर किसी भी दिनांक का उल्लेख नहीं है तथा उक्त अनुबंध पत्र 23.02.2022 के द्वारा स्वीकृत किया गया है जो प्रकरण के साथ संलग्न अनुलग्नक A/7 से स्पष्ट होता है। उक्त अनुबंध पत्र को देखकर यह प्रतीत होता है कि यह एक प्रक्रियाधीन दस्तावेज है जिसे अपीलार्थी द्वारा अपने*

हस्ताक्षर कर विभाग में प्रस्तुत किया है जिसे विभाग द्वारा 23.02.2022 को स्वीकृत किया है ऐसी परिस्थिति में अनावेदक द्वारा उक्त अनुबंध पत्र 06.12.2021 को संपादित किया जाना मात्र प्रकरण को न्यायदान से वंचित करने के लिए प्रस्तुत किया जाना दर्शित होता है। जबकि अनुलग्नक A /7 से यह स्पष्ट दर्शित है कि उक्त अनुबंध को विभाग द्वारा 23.02.2022 को स्वीकृत किया गया है। ऐसी परिस्थिति में जब अपीलार्थी द्वारा 10.01.2022 को ही विद्युत कनेक्शन को निरस्त करने का आवेदन प्रस्तुत कर दिया गया था तो मात्र उक्त अनुबंध के आधार पर बिना विद्युत पर किए न्यूनतम बिल की वसूली किए जाना अवैध है।

**उपरोक्त बिन्दु क्रमांक 1 पर अनावेदक का उत्तर :-**

अपीलार्थी के बिन्दु क्रमांक 1 का उत्तर यह है कि कंपनी द्वारा सभी विद्युत कनेक्शन नियमानुसार अनुबंध संपादित कर नवीन संयोजन उपभोक्ता को प्रदान किये जाते हैं। उक्त प्रकरण में कंपनी द्वारा उपभोक्ता से नवीन संयोजन के परिपेक्ष्य में राशि दिनांक 23.11.2021 एवं 25.11.2021 को जमा उपरांत अनुबंध दिनांक 19.02.2022 को किया गया। (अनुबंध रजिस्टर आर -29 की छाया प्रति संलग्न है -प्रपत्र 1) और कंपनी द्वारा अनुबंध दिनांक 23.02.2022 को स्वीकृती की सूचना दी गई। अपीलार्थी द्वारा कथन किया गया कि दिनांक 10.01.2022 को उपभोक्ता द्वारा विद्युत कनेक्शन को निरस्त करने का आवेदन प्रस्तुत कर दिया गया था तो मात्र उक्त अनुबंध के आधार पर बिना विद्युत पर किये न्यूनतम बिल की वसूली की जाना अवैध है। इस संबंध में तथ्य इस प्रकार है कि उपभोक्ता द्वारा इस कार्यालय अंतर्गत दिनांक 10.01.2022 का कोई भी आवेदन नहीं दिया गया था जिसके कारण विद्युत कंपनी द्वारा कोई भी कार्यवाही नहीं की गई है। अपीलार्थी जो आवेदन आप माननीय के समक्ष प्रस्तुत कर रहा है उसकी सत्यता प्रमाणित नहीं है।

**बिन्दु क्रमांक 2 – आवेदक द्वारा दिनांक 10.01.2022 को प्रेषित पत्र की बैधता पर आवेदक का प्रतिउत्तर**

दिनांक 10.01.2022 के आवेदन को फर्जी बताते हुए अनावेदक द्वारा यह उल्लेख किया गया है कि उक्त आवेदन से अपीलार्थी कोई सहायता प्राप्त नहीं कर सकता जबकी वास्तविकता यह है कि आवेदक के द्वारा सदर आवेदन की मूल प्रति माननीय विद्युत उपभोक्ता शिकायत निवारण फोरम इंदौर एवं उज्जैन के समक्ष अभिलेख का भाग है, जिसे प्राप्त करने हेतु सूचना के अधिकार में आवेदन भी अपीलार्थी द्वारा दिनांक 22.06.2024 को प्रस्तुत किया गया तथा दिनांक 15.10.2024 को उसे प्राप्त करने हेतु स्मरण पत्र भी विभाग को दिया गया है। उक्त दोनों आवेदन की प्रति सदर प्रतिउत्तर के साथ संलग्न है जिसे विभाग द्वारा आज दिनांक तक अपीलार्थी को प्रदान नहीं किया गया है, इससे यह प्रतीत होता है कि विभाग सत्यापित प्रतिलिपि प्रदान नहीं करना चाहता है।

उक्त दोनों आवेदन की प्रति सदर प्रतिउत्तर के साथ संलग्न होकर अनुलग्नक A/ R/1 पर प्रस्तुत है। यहां यह उल्लेखित करना अति आवश्यक है कि विभाग द्वारा प्रथम बार इस न्यायालय के समक्ष ही उक्त आवेदन को फर्जी बताते हुए विवादित किया है, जो इस स्तर पर स्वीकारणीय नहीं है।

**उपरोक्त बिन्दु क्रमांक 2 पर अनावेदक का उत्तर :-**

अपीलार्थी के बिन्दु क्रमांक 2 का उत्तर यह है कि उपभोक्ता द्वारा दिनांक 10.01.2022 का आवेदन कभी भी कंपनी अंतर्गत नहीं दिया गया है। अपीलार्थी का कथन की उक्त दस्तावेज सूचना के अधिकार 2005 के माध्यम से माननीय विद्युत शिकायत निवारण फोरम इंदौर एवं उज्जैन से मांग की जा रही है, जिसका रिकार्ड इस कार्यालय अंतर्गत उपलब्ध नहीं है। कंपनी द्वारा अनुबंध स्वीकृती उपरांत लाइन विस्तार एवं वितरण ट्रांसफार्मर स्थापना कार्य विभागीय स्तर पर पूर्ण होने के पश्चात् विद्युत प्रदाय प्रारंभ किया गया।

**बिन्दु क्रमांक 3 – अनुबंध के आधार पर न्यूनतम बिलिंग पर आवेदक का प्रतिउत्तर :-**

ऐसी परिस्थिति में अनुबंध की स्वीकृती से पूर्व ही अपीलार्थी द्वारा विद्युत कनेक्शन आवेदन को निरस्त किए जाने का निवेदन विभाग से किया गया है तब अनुबंध के आधार पर न्यूनतम बिल की वसूली नियमानुसार नहीं है जो निरस्त किए जाने योग्य है। इसके अतिरिक्त विभाग द्वारा अनुबंध स्वीकारोक्ति के करीब एक वर्ष पश्चात् तक विद्युत प्रदाय हेतु कार्य नहीं किया गया जो अपने आप में अनुबंध निरस्ती योग्य है। विभाग द्वारा मीटर इंस्टाल करने के पूर्व भी विधिवत प्रक्रिया का पालन नहीं किया है इस आधार पर भी उक्त वसूली निरस्ती योग्य है।

**उपरोक्त बिन्दु क्रमांक 3 पर अनावेदक का उत्तर :-**

मीटर इंस्टाल करने के बाद कंपनी द्वारा विधिवत प्रक्रिया का पालन कर उपभोक्ता की विद्युत सप्लाई चालू कर दी गई। विद्युत संयोजन चालू होने के उपरांत अनुबंध की शर्तों के तहत खपत/न्यूनतम बिल जारी किये गये जिसे उपभोक्ता द्वारा जमा नहीं किया गया है। अतः कंपनी द्वारा बकाया विद्युत राशि की वसूली वैध होकर उचित है।

- 11. While going through the representation/appeal filed by the Applicant, the documents placed on record and hearing the parties at length, the following undisputed facts are observed in this matter:-**

- i. On 11.10.2021, the Applicant had applied for an electricity connection of 84 HP for its Micro-animal feed Industry in village Kanad, District Agar.
- ii. In response to the above, the Respondent Distribution Company had prepared an estimate for laying about 1.7 KM 11 KV line and installation of 100 KVA transformer for catering 84 HP load demanded by the Applicant. The aforesaid estimate was sanctioned and sent by the Respondent to the applicant for payment of amount under various heads in the said estimate. The applicant paid the said amount by November, 2021. On 06.12.2021, an agreement for supply of electricity was executed between both the parties. As per Handing over report placed on record, the extension work for laying of 11 KV line and 100 KVA Distribution transformer was completed by the Respondent on 28.11.2022 under Normal Development (ND) scheme. The Respondent Distribution Company served electricity connection to the Applicant/Consumer by installing a meter in the premises of consumer on 02.03.2023 Thereafter, the Respondent Company started issuing bills to the applicant as per the Tariff order issued by the MPERC and the said agreement executed between the parties.
- iii. Upon failure of the Applicant for payment of electricity bills, the Respondent issued a show cause notice to the Applicant on 21.11.2023. The aforesaid show cause notice was the cause of action for the Applicant to file a complaint/representation before the ECGRF, Indore in case No.W0561223. The ECGRF (Forum) vide order dated 11.12.2023 dismissed the aforesaid representation which is now challenged in the subject case before the Electricity Ombudsman.
- iv. It is also noted from the records that the Applicant had also earlier approached the Forum in this matter when the Forum registered the case No. W0550923 and issued various notices to the Applicant/Consumer vide Forum's notice dated 28.04.2023, 09.05.2023, 16.05.2023 & 23.05.2023 however, the Applicant remained continuously absent in all the hearings. Therefore, the Forum had earlier also dismissed his Application on account of continuous absence even after issuing several notices

- v. Aggrieved by the Forum's order dated 11.12.2023, in case no. W0561223, the Applicant had filed a Writ Petition, WP No. 06965/2024 before Hon'ble High Court of M.P., Bench at Indore. The Hon'ble High Court vide order dated 20.03.2024 granted stay on the operation of impugned order dated 23.02.2024 which was a recovery show cause notice issued by the Respondent Distribution Company to the Applicant for payment of bills in compliance with the order dated 11.12.2023 passed by the Forum.
- vi. It is further noted from the documents on record that the Hon'ble High Court vide order dated 30<sup>th</sup> August, 2024 in the aforesaid WP, while granting liberty to the applicant for availing alternate remedy, has continued its interim order dated 20.03.2024 granting stay on the operation of show cause/recovery notice dated 23.02.2024 issued by the Respondent for payment of outstanding electricity bills.

**12. While going through the representation made by the Applicant, the oral and written submissions by both the parties, certain crucial observations on the applicant's letter dated 10.01.2022 which is made the main ground by the applicant in his representation are as under:**

- (i) The Respondent Distribution Company on an Application dated 11.10.2021 by the Applicant sanction estimate for the quantum of works required for supply of electricity to the Applicant. The Applicant was given demand note by the Respondent Distribution Company for various necessary charges under different heads and the Applicant had willingly deposited the aforesaid amount upto 25.11.2021. The Applicant and Respondent Distribution Company had entered into an agreement on 06.12.2021 for supply of electricity by the Respondent to the Applicant. Thereafter, the Respondent Distribution Company started execution of the extension work which included laying 11 KV line and installation of a Distribution Transformer under the scope of aforesaid estimate. The said extension work was completed by the Respondent on 28.11.2022 under Normal Development (ND) scheme. The Respondent Distribution Company served electricity connection to the Applicant/Consumer by installing a meter in the premises of consumer on 02.03.2023. Thereafter, the Respondent Company started issuing bills to the applicant as per the

- Tariff order issued by the MPERC and the said agreement executed between the parties.
- (ii) The Applicant/Consumer has contended that he had submitted an application on 10.01.2022 to the Respondent Distribution Company seeking cancellation of the contract/agreement executed between the parties regarding new electricity connection and also seeking the refund of security amount deposited by the Applicant.
  - (iii) In the aforesaid application, [Annexed as annexure P/6 by the Applicant], the Applicant had mentioned that he was unable to operate his industry due to Covid and unavailability of raw material and therefore, he requested for cancellation of the electricity connection and refund of security deposit. On the other side, the Respondent Distribution Company in its written reply and oral submission to the subject representation has stated that there is no such letter dated 10.01.2022 available on record with the Respondent Distribution Company. The Respondent has explicitly stated in his written submission that the aforesaid letter dated 10.01.2022 placed on record by the Applicant in this matter seems to be a forged document since the seal and the date stamped on the letter is not clear. In view of the above statement by the Respondent Distribution Company, the original copy of the aforesaid letter which was filed by the Applicant with the Forum and found available on the records called from ECGRF Indore, was shown to both the parties during hearing. The representative/officer who appeared for the Respondent Distribution Company refused to accept the validity of this document stating that such letter is not on record with his office and the seal and signature stamped on this letter are not at all clear. Accordingly, the letter dated 10.01.2022 of the Applicant seeking cancellation of his application and the agreement/contract for electricity connection has not been recognized and accepted by the Respondent Distribution Company.

**13. Let us now examine the issues in this matter and the relief sought by the Applicant in light of various articulations in the agreement and provisions under MP Electricity Supply Code, 2021 notified by Hon'ble MP Electricity Regulatory Commission under Section 181(2), 43(1), 44, 45, 46, 47, 48, 50 and 56 of the Electricity Act 2003:**

- (A) **Agreement:** Certain relevant articulations in the Agreement/Contract executed between both the parties are reproduced below:-

- "1. **अनुबंध की अवधि :-** यह अनुबंध विद्युत प्रदाय की दिनांक से या अनुज्ञप्तिधारी द्वारा उपभोक्ता को अनुबंध के अधीन विद्युत ऊर्जा के प्रदाय उपलब्ध होने संबंधी दी गई सूचना के 30 दिनों की अवधि समाप्त होने के तत्काल पश्चात् की दिनांक से इनमें जो भी पहले हो से प्रारम्भ होगा। यह अनुबंध के प्रारंभ होने की तिथि से दो वर्ष की समाप्ति तक लागू रहेगा तथा तत्पश्चात् वर्ष-प्रति-वर्ष तब तक चालू माना जावेगा, जब तक कि इस अनुबंध की कंडिका 4 के अनुसार इस अनुबंध को समाप्त नहीं कर दिया जाता है। घरेलू तथा एकल फेस गैर-घरेलू उपभोक्ता हेतु अनुबंध की कोई प्रारंभिक अवधि नहीं होगी।
- "2. **विद्युत प्रदाय संहिता :-** उपभोक्ता द्वारा मध्यप्रदेश विद्युत प्रदाय संहिता, 2013 तथा इसके संशोधनों की एक प्रति प्राप्त कर ली गई है। तथा इसका अवलोकर कर इसकी विषय-वस्तु को समझ लिया गया है तथा इसमें विनिर्दिष्ट समस्त निबंधनों एवं शर्तों को, उस सीमा तक जो उस पर लागू होती है, का अनुसरण करने का वचन देता है। कथित संहिता के निर्बन्धन जैसे कि वे समय-समय पर यथा संशोधित किये जाए तथा उस सीमा तक जहां तक कि वे लागू हो इस अनुबंध का भाग माने जाएंगे। आयोग द्वारा विद्युत प्रदाय से संबंधित संरचित कोई विनियम इस अनुबंध का भाग माना जाएगा।
- मध्यप्रदेश विद्युत नियामक आयोग (जिसे एतद् पश्चात् आयोग कहा जावेगा) द्वारा निर्धारित अन्य प्रयोज्य विनियमों के प्रावधानों तथा कोई संशोधन जैसे कि वे समय-समय पर प्रयोज्य हों को अनुज्ञप्तिधारी द्वारा उपभोक्ता को प्रदाय कर दिया गया है तथा उपभोक्ता द्वारा उसको समझ लिया गया है तथा ऐसे सभी निबंधनों एवं शर्तों के पालन की सहमति दे दी है।
- "7. **उपभोक्ता द्वारा भुगतान किये जाने वाले प्रभार :-** उपभोक्त को इस अनुबंध के अधीन मांग की गई ऊर्जा एवं प्रदाय की गई विद्युत ऊर्जा के लिये सेवा की LV.4.2 श्रेणी पर लागू विद्युत दर की (टैरिफ) अनुसार प्रभार अन्य निबंधनों तथा शर्तों सहित एवं समय-समय पर लागू की गई विविध प्रभारों की अनुसूची के अनुसार भी उसे अनुज्ञप्तिधारी को भुगतान करना होगा। अनुबंध के प्रारम्भ हो जाने के पश्चात् समय-समय पर आयोग द्वारा जारी टैरिफ आदेश में निर्दिष्ट विकल्प के अतिरिक्त प्रारंभिक अनुबंध की 2 वर्ष की समयावधि में केवल एक बार को छोड़कर वैकल्पिक टैरिफ के चयन के विकल्प की अनुमति नहीं दी जाएगी।

परन्तु प्रतिबन्ध यह है कि उपभोक्ता को मध्य प्रदेश विद्युत प्रदाय संहिता, 2013 टैरिफ, विविध प्रभारों की अनुसूची तथा अन्य प्रभार जैसा कि वे आयोग द्वारा समय-समय पर अनुमोदित किये जाएं के अतिरिक्त विद्युत शुल्क, उपकरण के अतिरिक्त, अन्य किसी

विधि के अधीन निर्धारित किये गये अन्य कोई लेव्ही , कर अथवा शुल्क का भुगतान भी करना होगा।

"9. अनुज्ञप्तिधारी अथवा उपभोक्ता में से किसी के द्वारा अनुबंध का समापन :- घरेलू एवं एकल फेज के गैर-घरेलू उपभोक्ता श्रेणी के उपभोक्ता अनुबंध को 15 दिवस की सूचना पश्चात् समाप्त कर सकते हैं। अन्य उपभोक्ता दो वर्ष की प्रारंभिक अवधि के समाप्त होने के पश्चात् एक माह कि सूचना देकर अनुबंध का समापन कर सकते हैं। अनुज्ञप्तिधारी भी इसी प्रकार की सूचना देकर लिखित कारण दर्शाते हुए, अनुबंध का समापन कर सकता है। परन्तु प्रतिबन्ध यह है कि यदि बकाया राशि के भुगतान न होने के कारण या मध्यप्रदेश विद्युत प्रदाय संहिता, 2013 के अधीन जारी निर्देशों के गैर-अनुपालन के कारण 60 दिवस की अवधि के लिये विच्छेदित रहती है तथा अनुज्ञप्तिधारी द्वारा दी गई कारण बताओं सूचना के बाद भी, उपभोक्ता द्वारा विच्छेदित के निमित्तों को दूर करने हेतु और सूचना की विनिर्दिष्ट अवधि में विद्युत प्रदाय बहाल करने हेतु उपभोक्ता द्वारा कोई प्रभावशाली कदम नहीं उठाया जाता है, तो ऐसी दशा में अनुज्ञप्तिधारी द्वारा उपभोक्ता से किया गया अनुबंध सूचना में विनिर्दिष्ट की गई अवधि के समापन उपरांत स्वयमेव समाप्त हो गया समझा जाएगा। "कारण बताओ सूचना" की अवधि सात दिवस होगी।

तथापि, घरेलू तथा एकल फेज गैर-घरेलू श्रेणी के उपभोक्तों के अलावा अन्य उपभोक्ता श्रेणियों के अनुबंध की प्रारंभिक अवधि से पूर्व अनुबंध को समाप्त किया जाना हो, तो उपभोक्ता को अनुबंध की शेष अवधि हेतु टैरिफ अनुसार प्रभारों के भुगतान का देनदान होगा।

**(B) Provisions under M.P. Electricity Supply Code,2021 as amended:**

Certain relevant Clauses under M.P Electricity Supply Code, 2021 as amended (Supply Code) are reproduced below:-

**"7.2** *The Contract Demand shall be as per the agreement entered into between the consumer and the Licensee. However, in case of LT connections with demand based tariff, the licensee has to indicate the connected load and contract demand both in the agreement.*"

**"7.13** *After the expiry of the initial period of agreement, the consumer shall be entitled to reduce contract demand of his connection limited to the minimum contract demand for a particular voltage class as specified in this Code:*

*Provided that in case a consumer has already reduced contract demand within initial period of agreement, he shall be entitled to further reduce his contract demand immediately upon expiry of the initial period of agreement subject to the minimum contract demand for a particular voltage class as specified in this Code:*

*Provided further that, any subsequent request for reduction in contract demand can only be made to the licensee after expiry of at least one year from the date of effect of previous reduction in contract demand.”*

**“7.17** *An agreement, in the standard format, shall be executed by the applicant on the stamp paper of a prescribed value, for getting a new connection and for change in the agreed parameters like contract demand etc. In case of any specific circumstances, special clauses may be added to the agreement, if agreed to between the licensee and the consumer, provided such clauses do not contravene the provisions of the Electricity Act, 2003 ( 36 of 2003), and other rules and regulations/codes in force. These special clauses shall form a part of the agreement. A copy of the agreement shall be given to the consumer after finalisation. The plan (map) agreed upon and signed by both the consumer and the licensee shall form a part of the agreement.*

*“Provided that in case of LT domestic and LT single phase non-domestic consumers there shall be no requirement of agreement and connection shall be served on furnished a self-declaration in the Application cum Declaration form as specified by the Commission in this Code.”*

**“7.18** *The standard format of agreement for LT consumers shall be as per Annexure-4 and for HT/EHT consumers shall be as per Annexure-5, as appended with this code. In case, and agreement is required to be executed between distribution licensee and the consumer, the same shall become the part of the application form and there shall not be any requirement of a separate agreement form. The initial period of agreement in case of both HT an LT consumers shall be of two years except LT domestic and LT single phase non-domestic consumers for which there is no initial period of agreement.”*

*“7.24 Where the consumer’s installation is temporarily disconnected from the licensee’s supply as per direction of the Government or the Electrical Inspector or other appropriate authority, the supply shall be reconnected with the approval of the Government or the Electrical Inspector or other appropriate authority on payment of specified reconnection charges, as necessary. During the period of temporary disconnection, the consumer shall be liable to pay such charges as may be applicable as per retail supply tariff order except when the disconnection is executed on the orders of the District Collector.”*

*“7.27 If power supply to a consumer remains disconnected for a continuous period of sixty days for non-payment of charges or dues or non-compliance of any direction issued under this Code, the licensee shall issue a fifteen day’s notice to the consumer for termination of the agreement. In case no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the licensee with the consumer for power supply shall be terminated on expiry of the period of notice, provided the initial period of the agreement is over. The connection shall also be disconnected permanently and supply network shall be removed for that particular connection without affecting supply to other consumers. During temporary disconnection, the consumer shall be liable to pay such charges as may be applicable as per retail supply tariff order. In such cases, the connection be disconnected permanently, and agreement may be terminated after the completion of initial period of agreement or after expiry of notice period if the initial agreement period is already over.”*

**14. Findings:**

- (i) On perusal of the above mentioned articulations in the agreement executed between the both the parties, it is evident that the agreement between the parties shall not be terminated before the initial period of two years from the date of agreement. It is provided in the agreement that all the Codes and Regulations notified by the Madhya Pradesh Electricity Regulation Commission shall be considered as the part of this agreement. As per Article-7 of the agreement, the

charges under relevant Tariff category of the Applicant/Consumer shall be applicable on the demand of electricity in the agreement.

It is clearly mentioned in Article-9 of the agreement that the Applicant/Consumer in this case can terminate the agreement only after expiry of the said initial period of two years from the date of agreement.

Article-9 of the agreement also provides that in case the agreement is to be terminated by the Applicant/Consumer before the initial period of two years then the Applicant/Consumer shall have to pay the charges for the balance period as per applicable Tariff to such consumer.

- (ii) As per provisions under M.P Electricity Supply Code, 2021 and its amendments, an agreement in the Standard Format has to be executed between the Applicant/Consumer and Respondent for getting a new connection. Certain parameters including the Contract Demand Sanctioned Load, voltage level etc. shall be recorded in the agreement and this agreement shall be the part of application. It is also mentioned in the above clause of the Supply Code that the consumer shall be entitled to reduce its Contract Demand to the minimum Contract Demand only after expiry of the initial period of two years of the agreement.

As per clause 7.18 of the M.P. Electricity Supply Code, the initial period of the agreement in this case shall be of continuous two years from the date of agreement. As per clause 7.24 & 7.27 of this Supply Code, even during the period of temporary disconnection, the consumer shall be liable to pay such charges as may be applicable to him as per retail supply Tariff order.

It is also provided in clause 7.27 of the Supply Code that even after the connection is permanently disconnected before the initial period of two years, the agreement shall be terminated only after completion of initial period of two years.

- (iii) With regard to the submission of Applicant/Consumer that he had written a letter dated 10.01.2022 to the Respondent seeking cancellation of the agreement and refund of the amount deposited by him, it is noted that such letter is not recognized and accepted on record by the Respondent Distribution Company. However, if the said letter is considered to be on record, such correspondence

after execution of an agreement by the applicant cannot be considered for termination of agreement in light of all above articulations in the agreement and provisions under M.P Electricity Supply Code, 2021 as amended.

15. In view of all foregoing observations and findings, the subject representation/ appeal filed by the Applicant/Consumer challenging the decision of Electricity Consumer Grievance Redressal Forum, Bhopal in its order dated 11.12.2023 in case No. W0561223 is disallowed being devoid of merits. The aforesaid Order passed by the Forum in this matter is upheld and this case is disposed of accordingly.
16. The copy of this order be issued to the parties free of cost. The original documents called from the Electricity Consumer Grievance Redressal Forum, Indore and Ujjain be returned to the Forum alongwith a copy of this Order.

**(Gajendra Tiwari)**  
**Electricity Ombudsman**