



Madhya Pradesh Electricity Regulatory Commission

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Petition No. 81 of 2006

Sub: In matter of reduction in contract demand from 2800 KVA to 2300 KVA under section 9 of Vidyt Sudhar Adhiniyam 2001 read with Rule 11.15 of M.P. Electricity Supply Code 2004

ORDER

(As passed on this day of 29th August, 2006)

M/s. Kakda Steel Pvt. Ltd.,
54-A, Sector -B, Industrial Area,
Mandideep (Distt. Raisen)
V/s
The CMD, M.P. Madhya Kshetra Vidyt
Vitaran Co. Ltd., Bhopal (M.P.)

- Petitioner

- Respondent

Shri Umesh Nigam, Advocate, Shri Sumit Kapoor advocate appear on behalf of the petitioner.

2. The Petitioner submitted that they had obtained electric connection of 1700 KVA from Respondent from 02/07/01. Later on due to change of machineries, which had resulted in enhancement of load from 1700 KVA to 2800 KVA and to this effect the supplementary agreement was executed on 18/10/2004.

3. It is further submitted by the petitioner that since the petitioner had never asked for reduction of load from the date of agreement i.e. 17th May 2001, and the petitioner has made a request for reduction of load to the respondent only on 07/04/2006 but respondent paid no heed to the request of the petitioner till now. Provision of the Supply Code stipulates that it is the duty of the respondent to dispose of the request of petitioner for reduction of load within 60 days. Petitioner has also submitted that he had sought enhancement of load from 1700 KVA to 2800 KVA in 2004 and a supplementary agreement for enhanced load of 2800 KVA was executed on 18/10/04. Petitioner's contention is that supplementary agreement is qualifying the original agreement and in no way it should be treated a separate agreement.

4. The petitioner prays to the Commission that difficulties may be removed or clarified in accordance with Clause 11.5 of the Electricity Supply Code 2004 and direct the respondent to reduce the contract demand of petitioner from 2800 KVA to 2300 KVA and to refund the excess amount recovered @ Rs. 1 lakh per month owing to wrong calculation of date of contract.

5. During the course of motion hearing today Commission observed that there is no matter to be adjudicated in this petition. Commission is of the opinion that legally there is no difference between original and supplementary agreement as supplementary agreement is treated as a fresh agreement from the date of its execution. On going through the agreement executed on 18/10/04, it is seen that no where it is mentioned that it is a supplementary agreement. Moreover in special Clause 22 (b) (i) it is mentioned that the existing agreement dated 17/05/2001 executed for 1700 KVA CD at 33 KV shall cease to have further effect from the date of commencement of this agreement (Dated 18/10/2004). It is clear that agreement dated 18/10/2004 is a separate new agreement effective from this date.

6. Therefore Commission finds no merit in this case. However in view of Eighth amendment of M.P. Electricity Supply Code 2004 which has been made applicable from the date of its notification dated 11th August 2006., any subsequent request for reduction of contract demand can also be made to the licensee after expiry of one year subject to permissible minimum contract demand on relevant voltage level. If petitioner proposes any change in the provisions of Supply Code, he may submit before the Review Committee set up for this purpose.

With the directions above, Commission decides to close the case.

Ordered Accordingly.

(R.Natarajan)
Member (Econ.)

D.Roybardhan
Member (Engg.)

(P.K.Mehrotra)
Chairman