

**MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL**

**Sub: In the matter of Petition under Clause 46 of MPERC (Conduct of Business) Regulations, 2004 seeking appropriate directions for grant of relief under force majeure clause and for setting aside the demand dated 28.03.2023, 21.04.2023 and 04.05.2023 of load enhancement charges raised by respondent read with Clause 11.2 of MP Electricity Supply Code, 2021.**

**ORDER**

**(Date of Order: 24<sup>th</sup> November' 2023)**

**Bhaskar Industries Pvt. Ltd.,**

**Petitioner**

**Versus**

**M.P. Madhya Kshetra Vidyut Vitran Co. Ltd. (Central Discom) :**

**Respondent**

1. Shri Dheeraj Singh Panwar, appeared on behalf of Petitioner. Shri Manoj Dubey, advocate and Shri Vinay Kumar Gupta, DGM appeared on behalf of Respondent.
2. The subject petition is filed by the Petitioner seeking directions for grant of relief under force majeure clause of MP Electricity Supply Code, 2021, and for setting aside the impugned demand of load enhancement/load restoration charges raised by Respondent. The petitioner has made following prayers in its petition: -
  - i. *That, the direction be passed for allowing petitioners applications dated 31/08/2022, 01/09/2022, 12/09/2022, 27/10/2022, 24/11/2022 and 29/11/2022 for reduction of Contract Demand from 8400 KVA to 6400 KVA from 22/08/2022 to 24/12/2022 under Force Majeure Clause 11.2 of M.P Electricity Supply Code, 2021.*
  - ii. *That, respondent be directed to revise Electricity Bill from Sep'2022 to Dec'2022 by considering reduced Contract Demand of 6400 KVA and refund the excess amount of Rs.55,79,979/- recovered during said period.*
  - iii. *That, respondent be also directed to pay interest on the excess amount enjoyed by the respondent as per Section 62 (6) of Electricity Act, 2003.*
  - iv. *That the Impugned Demand dated 28/03/2023, 21/04/2023 and 04/05/2023 of charges for enhancement of load may kindly be set aside.*

- v. *Interim Relief- During pendency of present petition, by way of interim measure, the respondents be directed to enhance the load of the present Petitioner without insisting to pay load enhancement charges in the peculiar facts of the case.*

3. The submission made by the petitioner is summarized as under :-

- a) The petitioner is a HT consumer and was availing Contract Demand (CD) of 8400kVA in August 2022. The petitioner's company faced an unforeseen event of flood occurred due to heavy rains on 22.08.2022. The plant of the petitioner was submerged due to heavy flood water from Kaliyasot river on 22.08.2022 and all the spinning and weaving machines of Petitioner's company were reported submerged in water for more than 24 hours, due to which the company was not able to run its manufacturing activities in the Plant for 4-6 months. Treating this event as Force Majeure, the petitioner, submitted application dated 31.08.2022 (hard copy) and 01.09.2022 (email) to the Respondent for reduction of Contact Demand (CD) from 8400 KVA to 6400 KVA under Force Majeure Condition.
- b) The Respondent vide letter dated 06.09.2022 returned the petitioner's aforesaid application dated 31.08.2022 stating that only online application is accepted for new connection/ change in load and hence petitioner was advised to resubmit the application for load reduction through Discom's Web portal via online mode.
- c) Petitioner vide letters dated 12.09.22 (hardcopy), and letter dated 27.10.2022 (e-mail) has again requested for load reduction from 8400 KVA to 6400 KVA under Force Majeure Condition.
- d) Subsequently, petitioner applied online for load reduction from 8400 KVA to 6500 KVA on 23.11.2022 through Web portal of Respondent.
- e) The Petitioner vide letter dated 30.11.2022 (hardcopy) cancelled load reduction application from 8400 kVA to 6500 kVA and intimated regarding reduction from 8400 kVA to 7000 kVA.
- f) On 29.11.2022, petitioner, through Web portal requested to revise his load reduction from 8400 kVA to 7000 kVA with request to cancel his previous application (of load reduction from 8400 kVA to 6500 kVA). The same was processed by the Respondent and a supplementary agreement for load reduction from 8400 kVA to 7000 kVA executed on 16.12.2022.
- g) Vide letter dated 13.03.2023 (hard copy), petitioner applied for load restoration from 7000 kVA to 8400 kVA stating that the load was reduced under force majeure

conditions hence be restored without any financial burden. Respondent vide letter dated 17.03.2023, returned the petitioner's application and advised to file online application.

- h) Subsequently, petitioner has made online application on 23.03.2023 for load enhancement from 7000 kVA to 8000 kVA.
- i) Respondent vide letter dated 28.03.2023 issued demand note for load enhancement from 7000 kVA to 8000 kVA amounting Rs 46.15 Lakhs towards load enhancement charges.
- j) Vide letters dated 13.04.2023 and 21.04.2023, petitioner reiterating their previous request regarding reduction of load under force majeure conditions has requested to restore his load without any financial burden under force majeure conditions. Petitioner has also stated that on the portal there is no any column /option to place their request or reason under force majeure conditions.
- k) Vide letter dated 24.04.23 CGM (commercial) of Central Discom had instructed General Manager (O&M) Bhopal to go through the details of case and if consumer is found eligible under force majeure condition of Supply Code 2021, then necessary action be taken.
- l) Respondent vide letter dated 04.05.2023 has refused to restore the load of petitioner under Force Majeure conditions and issued the demand notice.
- m) The petitioner has provided evidences such as photographs, video recording and newspaper clipping in support of his claim that his petitioner's company suffered from flood occurred due to heavy flood water from Kaliyasot river on 22.08.22 and that all the spinning and weaving machines of Petitioner's company were submerged in water and incapable for operation. It is also observed from the submissions of the petitioner and the consumer file that the petitioner had informed following local authorities intimating of flood water logged in his factory :-
  - i. Town Inspector, Police Thana Satalapur, Distt. Raisen (vide letter dated 25/08/22)
  - ii. The Superintendent of Central tax, Central GST, Range -1, Division (III), Paryawas Bhawan, Jain Road, Bhopal (vide letter dated 29.08.22)
  - iii. Protocol insurance Surveyors & Loss Assessors, H54, Sector 63, Noida (vide letter dated 25/08/22)

4. At the motion hearing held on 04/07/23, the Commission admitted the petition. Petitioner was directed to serve notice to the Respondent within 3 days. The Respondent was directed to submit response within 7 days thereafter and serve copy thereof to the Petitioner simultaneously. The Petitioner may file rejoinder within a week, thereafter. The matter was further listed for hearing on

25.07.2023.

5. At the hearing held on 25/07/23, the representative for respondent informed that the copy of petition was received by him on 13.07.2023 and sought three weeks time for submission of reply. Having heard the parties, the Commission directed the respondent to file their reply within one week and serve the copy thereof to the petitioner simultaneously.
6. Vide affidavit dated 07/08/2023, the Respondent submitted preliminary objection on maintainability of petition. Respondent stated that said petition is not maintainable as the same is filed under the Regulation 46 of MPERC (Conduct of Business) Regulations, 2004 which has now been repealed by the Commission. Besides the Petition has been filed for adjudication of a dispute involving a HT consumer and distribution licensee and that the Commission is not a proper forum to adjudicate upon a dispute between a HT consumer and distribution licensee. Further the petitioner has not exhausted alternative remedies available to it before approaching the Commission.
7. At the hearing held on 08/08/2023, the Commission heard arguments put forth by the counsels for Respondent and petitioner in regard to maintainability of the petition. The Commission vide daily order dated 08.08.2023 has elaborated the reasons for rejection of the Respondent's aforesaid objection as also discussed in subsequent para of this order and held that petition is maintainable. Respondent was directed to furnish their reply on merit and submit the same within two weeks and serve a copy thereof to the petitioner simultaneously. The Petitioner was allowed to file rejoinder if any on the same within one week thereafter and serve a copy of same to respondent simultaneously. The case was listed for final arguments on the 5th September, 2023.
8. Vide affidavit dated 01.09.2023 the Respondent furnished their reply whereby following broad submissions were made: -
  - i. That, on the basis of a newspaper cutting, the Petitioner has alleged that there has been a force-majeure condition on 22-08-2022 on account of heavy flood from Kaliyasot River and due to which the Petitioner's spinning mill situated at Mandideep Industrial Area got submerged in water for more than 24 hours. The said fact is disputed as the Petitioner has merely relied upon newspaper cuttings and has not substantiated his allegations on the basis of any authentic report / certificate of any reliable local governmental authority. It is settled principle of law that newspaper cuttings are not reliable evidences. Therefore, it is denied and disputed that there was any force-majeure event of flood on 22-08-2022 which adversely affected the spinning mills of the Petitioner. It is submitted that to invoke the provisions of Section 11.2 of the M. P. Electricity Supply Code, 2021, a Force-Majeure condition suffered by the consumer is a necessitous. In absence of a force-

majeure condition, the Petitioner was not eligible to seek reduction in contract demand. There are about 212 HT Consumers of the Respondents situated in the same area in Mandideep, but none of them, except the Petitioner, have expressed to have suffered the said force-majeure event on 22-08-2022.

- ii. That, for the purpose of communication for load reduction, Section 11.9 of the Code provides that all communications by HT consumers to the licensee (Respondents herein) should be addressed to the Secretary of the Respondent company at its Corporate Office or to any other officer authorized or designated in that behalf.
- iii. The Respondent has designated the Urjas Portal for the purpose of communication under section 11.2 of the Code by HT consumers. Contrary to the requisites of Section 11.9 of the code, the Petitioner had submitted its letters dated 31-08-2022 and 01-09-2022 for reduction in CD from 8400 KVA to 6400 KVA to the General Manager (O&M) Circle, Bhopal instead of sending the same to the Secretary of the Respondent Company at its Corporate Office or uploading the same on authorized / designated Urjas portal. Therefore, the said letters were not acted upon for the purpose of load reduction and instead, vide its letter no. 5812 dated 06-09-2022 the Respondent immediately advised the Petitioner to apply for required load reduction through Urjas portal. But the Petitioner ignored the said letter for a pretty long time and sent an email dated 27-10-2022 to HT Bill Cell of the Respondents for reduction in CD as per MD recorded 5526 KVA during September, 2022 and 6061 KVA during October, 2022. For want of required communication, in view of Section 11.9 of the Code, the said email and other communications dated 31-08-2022, 01-09-2022, 12-09-2022, 27-10-2022 and 24-11-2022 were not considered by the Respondents. Further, the Respondents have provided submission of such online application in view of the General Provisions stipulated under section 11.12 of the Code which mandates as:

*“The distribution licensee shall provide access to various services such as application submission, monitoring status of application, payment of bills, status of complaints raised, etc., to through its website, web portal, mobile app and its various designated officers area-wise.”*

- iv. That, for the first time, in present context, the Petitioner applied for reduction of CD from 8400 kVA to 6500 kVA vide its online application no. HTLDCHNG957

dated 23-11-2022, but himself withdrew it immediately. Hence, there was no reason for the Respondent to consider the said application dated 23-11-2022.

- v. That, subsequently, vide its online application no. HTLDCHNG962 dated 29-11-2022, the Petitioner again applied on Urjas portal for reduction of CD. This time for reduction of CD from 8400 KVA to 7000 KVA. After the survey carried out by the Respondents, the same was allowed and the CD was reduced accordingly w.e.f. 24-12-2022 and a supplementary agreement to the effect was executed. This request of the Petitioner, since having been made in due procedure, as provided in the Code, was promptly considered in his favour by the Respondents. The Petitioner should not have any grievance over the same. All his adverse averments in this relation are, therefore, specifically denied and disputed.
- vi. That, thereafter, the Petitioner, vide its letter dated 13-03-2023, applied for enhancement/restoration of MD from 7000KVA to 8400 KVA. Since, the same was not submitted online through Urjas portal, the respondent, vide its letter no. 14656 dated 17-03-2023, advised the Petitioner to submit the application online through Urjas portal. It was only on 23-03-2023, the Petitioner submitted its online application no. HTLDCHNG1250 through Urjas portal along with required fee of Rs. 16,800/-. The demand of Rs. 46,15,000/- was raised rightly for the load enhancement.
- vii. That, in view of factual matrix and position of law, as mentioned above, there have been no discrepancies, of whatsoever in nature, on the part of the Respondents. The claim of the Petitioner is baseless and arbitrary. The Respondents are in no way liable to compensate the Petitioner for any of the losses / damages alleged to have been caused to it and as claimed by him.

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That, for the reasons aforesaid, the Hon'ble Commission may be pleased to recall the order dated 08-08-2023 passed in above referred case and be further pleased to dismiss the present petition, to meet the ends of justice.

9. At the hearing held on 05.09.2023, the counsel for the petitioner informed that he has received the reply of respondent on 01.09.2023 and therefore needs two weeks time to file the rejoinder. The Commission considered the request of Petitioner and granted ten days time to file the rejoinder.

The case was listed for final arguments on 26/09/2023.

10. Vide affidavit dated 16.09.2023, petitioner furnished rejoinder whereby it contested Respondent's arguments and reiterated the submissions made in petition.
11. At hearing held on 26/09/2023 the Commission heard the parties and was of the opinion that it would be more appropriate and helpful to decide the matter after perusal of consumer files maintained at field and Corporate level. Hence, Respondent was directed to provide consumer file maintained at field and Corporate level within 7 days. The parties are directed to submit their written submission, if any, within 7 days. The case was reserved for order.
12. In compliance to the Commission's directives, Respondent has submitted one consumer file (maintained at field level) on 10/10/23 to the office of Commission. Petitioner also filed written submission on 03/10/23 reiterating the submission made in its petition with following additional submission: -
  - i. On 25/08/2022 Petitioner issued letter to insurance surveyor which established occurrence of flood.
  - ii. On 25/08/2022 letter of intimation given to Police Authorities.
  - iii. On 29/08/2022 letter of intimation given to CGST Department.

**The Commission's Observations and Findings: -**

13. The Commission has perused the submissions, records and pleadings made by the parties. The said petition is filed by the Petitioner seeking directions of the Commission in view of the fact that in accordance with clause 11.2 of Supply Code 2021, Respondent did not reduce the contract demand to the requested level from 8400kVA to 6400 kVA and recovered monthly charges on CD of 8400 kVA. Further, on request of consumer for restoration of demand from 7000 kVA to 8400 kVA, it raised demand towards load enhancement charges which is contrary to the provisions of clause 11.2 of supply code 2021.
14. As regard to maintainability of petition, the Commission vide daily order dated 08.08.2023 has passed a speaking order. It was deliberated that although the petition is filed under the repealed Regulation, however the similar procedural provision has been continued with analogous provision under Regulation 45 of prevailing MPERC (Conduct of Business) Regulations, 2016. Further, the Petitioner has also invoked the provision under Regulation 11.2 of MP Electricity Supply Code

2021 (substantive provision) force majeure clause. The issue before the Commission is with regard to non-compliance of the Supply Code by non-acceptance of the off line request of the petitioner. Section 86 (1) (f) lays down that Commission may adjudicate dispute between generator and licensee. In case of any grievance of the consumer against a discom, consumer is supposed to make a representation before ECGRF. However, in this case when consumer, i.e. the Petitioner approached Respondent Discom, his application was not entertained. Unless Discom passes any order upon Petitioner's application, Petitioner cannot be expected to challenge the order before ECGRF. To approach the ECGRF it is a condition precedent that there must be an order of Discom. Clause 11.18 of the Supply Code empowers the Commission to deal with such a situation. It runs as under:-

*"In case of any dispute in meaning or scope or interpretation of this code, the interpretation of the Commission shall be final and binding on all concerned."*

Hence, the said petition is regarding interpretation of clauses of Supply Code by the Respondent and is therefore found maintainable and falls under Commission's jurisdiction.

15. In regard to ascertainment of petitioner's claim that it suffered from flood occurred due to heavy flood water from Kaliyasot river on 22.08.2022 and that his spinning and weaving machines were submerged in water, thus incapable for operation, the Commission vide daily order dated 26/09/23 directed Respondent to submit consumer file maintained at field and Corporate level. On going through the only file submitted by the Respondent (maintained at field level), it is observed that as pleaded by petitioner, all the applications referred in the matter for load reduction under force majeure conditions were found in the file. The correspondence made by the Respondent vide letters dated 06.09.22, 17.03.23, 28.03.23, 04.05.23 were found in consumer file. It is noteworthy that the petitioner contended in its submission that there was no option available for reduction of Contract Demand under Force Majeure Clause on Web portal of Respondent. This contention of petitioner was not at all denied by Respondent in his reply.
16. The Commission has laid down specific provision for invoking force majeure conditions under clause 11.2 of Madhya Pradesh Electricity Supply Code 2021 which is reproduced below :-

**Clause 11.2**

*"If at any time during the continuance of the agreement between the licensee and the consumer, if the use of electricity is not possible fully or partially by the consumer due to Force Majeure conditions such as war, mutiny, civil commotion, riot, terrorist attack, flood, fire, strike (subject to certification by Labour Commissioner), lockout (subject to certification by Labour Commissioner), cyclone, tempest, lightning, earthquake, act of God,*



*act of Central/ State Government, etc. which are beyond the control of the consumer, he may, on giving 7 clear days notice in writing to the licensee, about such a situation, take a reduced supply of power as may be necessary and feasible within permissible limits of contract demand at relevant voltage levels. In all cases where the consumer claims Force Majeure conditions, the licensee's authorised representative shall verify the same. Such a facility shall be available to the consumer only if the period of reduced supply is for a minimum continuous period of 10 days and up to a maximum of six months. The aforesaid period of reduced supply shall not be counted towards the initial period specified in the agreement and the initial period of agreement shall be extended for a further period equal to the period of reduced supply. There is no restriction on number of times of such facility availed by the consumer subject to maximum period of total six months of all such occasions”*

*(Emphasis supplied)*

17. The Respondent in its reply has stated that it is settled principle of law that newspaper cuttings are not reliable evidences and that Petitioner has merely relied upon newspaper cuttings and has not substantiated his allegations on the basis of any authentic report / certificate of any reliable local governmental authority. Nevertheless it is observed by the Commission that newspaper clippings indicate occurrence of flood in a geographical location. Further, Records show that there was reduction in maximum demand from month of Sept 22 to December 2022, which again is indicative of constraints on the part of the petitioner to use electricity as per contracted demand. A chronology of events is found as below:

Month /year	Max. demand recorded in kVA	Activities	Billing Demand
Sept, 22	5526 kVA	<ul style="list-style-type: none"> <li>Petitioner requested to Respondent for reduction of contract demand from 8400 kVA to 6400 kVA from Sept 22 to Dec 22 under force Majeure condition vide letter dated 31/08/22 (hard copy ) and 01/09/22 (email)</li> <li>The Respondent vide letter dated 06.09.2022 returned the petitioner’s aforesaid application dated 31.08.2022 stating that only online application is</li> </ul>	7560 kVA ( 90% of 8400kVA)

Month /year	Max. demand recorded in kVA	Activities	Billing Demand
		<p>accepted for new connection/ change in load and hence petitioner was advised to resubmit the application for load reduction through Discom’s Web portal via online mode, which was contrary to the provisions of Supply Code.</p> <ul style="list-style-type: none"> <li>Petitioner vide letter dated 12.09.22 (hard copy), has again requested for load reduction from 8400 KVA to 6400 KVA under Force Majeure Condition.</li> </ul>	
Oct, 22	6061 kVA	<ul style="list-style-type: none"> <li>Petitioner vide letter dated 27.10.2022 (e-mail) has again requested for load reduction from 8400 KVA to 6400 KVA under Force Majeure Condition.</li> </ul>	
Nov, 22	6375 kVA	<ul style="list-style-type: none"> <li>Petitioner applied online for load reduction from 8400 KVA to 6500 KVA on 23.11.2022 through Web portal of Respondent. This application was processed by the Respondent. During process on a joint statement placed in consumer file following remarks of Petitioner were found:-  <p align="center"><i>“on dated 22/08/22, our manufacturing facility was severely damaged by flood water. So we are going to reduce our load demand.”</i></p>                     (This was signed by petitioner’s _____ and Respondent’s _____)</li> </ul>	

<b>Month /year</b>	<b>Max. demand recorded in kVA</b>	<b>Activities</b>	<b>Billing Demand</b>
		<p align="center">representatives)</p> <ul style="list-style-type: none"> <li>Petitioner vide letter dated 30.11.2022 (hardcopy) cancelled load reduction application from 8400 kVA to 6500 kVA and intimated regarding reduction from 8400 kVA to 7000 kVA.</li> <li>On 29.11.2022, petitioner through Web portal requested to revise his load reduction from 8400 kVA to 7000 kVA with request to cancel his previous application (of load reduction from 8400 kVA to 6500 kVA).</li> </ul>	
<b>Dec ,22</b>	<b>7121 kVA</b>	<ul style="list-style-type: none"> <li>A Supplementary agreement for load reduction from 8400 kVA to 7000 kVA executed on 16.12.2022.</li> </ul>	
<b>Jan, 23</b>	<b>7628 kVA</b>		<b>7628 kVA</b>
<b>Feb 23</b>	<b>7605 kVA</b>		<b>7605 kVA</b>
<b>March 23</b>	<b>8046 kVA</b>	<ul style="list-style-type: none"> <li>Vide letter dated 13.03.2023 (hard copy), petitioner applied for load restoration from 7000 kVA to 8400 kVA</li> <li>Respondent vide letter dated 28.03.2023 issued demand note for load enhancement from 7000 kVA to 8400 kVA amounting Rs 46.15 Lakhs towards load enhancement charges.</li> <li>Vide letters dated 13.04.2023 and 21.04.2023, petitioner reiterated their previous request regarding reduction of load under force majeure conditions and accordingly requested to restore his</li> </ul>	<b>8046 kVA</b>

Month /year	Max. demand recorded in kVA	Activities	Billing Demand
		<p>load without any financial burden as provided under force majeure conditions.</p> <ul style="list-style-type: none"> <li>• Respondent vide letter dated 04.05.2023 has refused to restore the load of petitioner under Force Majeure conditions and issued the demand notice.</li> </ul>	

18. The above chronology of events clearly establishes that the petitioner had applied for load reduction several times and thereafter for load restoration invoking the provisions of clause 11.2 of supply code 2021. The Supply Code does not confer any right to Distribution licensee to deny submission of application in hard copy. It also has specific provision to register and acknowledge application received in hard copy. Under the Code Distribution Licensee is duty bound to verify force majeure conditions notified by the consumer as a claim. Clause 4.10 of Supply Code provides for submission of application in hard copy as an option. As per clause 4.11 of Supply Code, in case the hard copy of the application form is submitted, it has to be scanned and uploaded on the web site by the Licensee. Acknowledgement with registration number is to be generated and intimated to the applicant. Clause 11.2 provides that in all cases where the consumer claims Force Majeure conditions, the licensee's authorised representative is obligated to verify the same. Blatant violation of Supply Code by the Respondent is observed in this case to avoid claim of the Petitioner. Respondent cannot wash its hands of the responsibility and obligation cast upon it by way of specific provisions in the Supply Code.

19. In the present case the Petitioner notified the respondent of the force majeure conditions due to which the Petitioner claimed inability to use electricity up to contracted demand partially and hence requested for reduction in contract demand. It is neither possible nor feasible for the Commission at this stage to verify force majeure conditions that occurred in August 2022 as per the claim of the Petitioner. Notwithstanding the lack of verification of force majeure conditions in the present case, the Commission has placed reliance on following observation of Hon'ble High Court of Madhya Pradesh, in respect of "**Mool Chand Vs S. P. Kapoor 2010 (4) MPLJ 543**" case :-

*“It is settled proposition of law that whenever a notice is given by a party to the other party and in spite of service of the same if it is not replied by the other party then, such a circumstance is sufficient to draw inference against such other party that he did not have any proper defence to challenge or rebut the case of the party who issued such notice. --My aforesaid view is fully fortified by the decision of Patna High Court in the matter of Kameshwar Lal Vs The King reported in AIR 1948 Patna 406 holding that non-reply of notice is sufficient to draw an inference against the notice”*

20. Denial of request of the Petitioner on the ground that the application cannot be accepted in hard copy is found unlawful and cannot be considered as a reply to the notice/ notification of force majeure condition. Commission therefore draws inference that the Respondent did not have adequate and proper reasons to deny reduction in contract demand by the Petitioner due to force majeure conditions as specified in the Supply Code.

21. Considering the aforesaid settled principle of law, the petitioner’s application/notice for want of a proper and adequate reply is sufficient to invoke the force majeure conditions of Supply Code 2021. Without getting into the verification of force majeure conditions as applicable in August 2022, the Commission deems it appropriate to allow the petition. Accordingly, Respondent is hereby directed to comply with the following :-

- i. Petitioner’s application dated 31/08/22 for reduction of Contract demand from 8400 kVA to 6400 kVA under force majeure clause be considered and accordingly the impugned Electricity Bills be revised from September 2022 to December 2022.
- ii. Petitioner’s application dated 13/03/2023 for restoration of its load from 7000 kVA to 8400 kVA be considered under force majeure from effective date, such that period of reduced Supply is as per relevant provisions of Supply Code, 2021.

With above directions, the petition is disposed of.

**(Prashant Chaturvedi)**  
Member

**(Gopal Srivastava)**  
Member (Law)

**(S. P. S. Parihar)**  
Chairman