

Grievance Redressal Forum

TPWODL, BURLA

Quarter No: SD-6/2, Sourav Vihar, Near NAC College,

Burla, Bargarh, Pin- 768017

Email: grf.burla@tpwesternodisha.com, Ph No.0663-2999601

Bench: A.K.Satapathy, President B.Mahapatra (Co-opted Member) and A.P.Sahu, Member (Finance)

Ref: GRF/Burla/Div/SED/ (Final Order)/2151 (4)


Date: 30.11.2024

Present:

Sri A.K. Satapathy, President
Sri B.Mahapatra (Co-opted Member)
Sri A.P.Sahu Member(Finance)

1	Case No.	BRL/430/2024																																			
2	Complainant/s	Name & Address B.R. Steel & power Pvt. Ltd. C/O-Pratik Kumar Dash At-Potapali/Sikirdi Po-Katapali,Burla, Dist-Sambalpur		Consumer No 4110-0000-0162	Contact No. 8763302010/ 7461066555																																
3	Respondent/s	EE(Elect.),SED,TPWODL,Sambalpur			Division S.E.D, TPWODL, Sambalpur																																
4	Date of Application	31.05.2024																																			
5	In the matter of-	<table border="1"> <tr> <td>1. Agreement/Termination</td> <td>X</td> <td>2. Billing Disputes</td> <td>√</td> </tr> <tr> <td>3. Classification/Reclassification of Consumers</td> <td>X</td> <td>4. Contract Demand / Connected Load</td> <td>X</td> </tr> <tr> <td>5. Disconnection / Reconnection of Supply</td> <td>X</td> <td>6. Installation of Equipment & apparatus of Consumer</td> <td>X</td> </tr> <tr> <td>7. Interruptions</td> <td>X</td> <td>8. Metering</td> <td>X</td> </tr> <tr> <td>9. New Connection</td> <td>X</td> <td>10. Quality of Supply & GSOP</td> <td>X</td> </tr> <tr> <td>11. Security Deposit / Interest</td> <td>X</td> <td>12. Shifting of Service Connection & equipments</td> <td>X</td> </tr> <tr> <td>13. Transfer of Consumer Ownership</td> <td>X</td> <td>14. Voltage Fluctuations</td> <td>X</td> </tr> <tr> <td colspan="4">15. Others (Specify) -X</td> </tr> </table>				1. Agreement/Termination	X	2. Billing Disputes	√	3. Classification/Reclassification of Consumers	X	4. Contract Demand / Connected Load	X	5. Disconnection / Reconnection of Supply	X	6. Installation of Equipment & apparatus of Consumer	X	7. Interruptions	X	8. Metering	X	9. New Connection	X	10. Quality of Supply & GSOP	X	11. Security Deposit / Interest	X	12. Shifting of Service Connection & equipments	X	13. Transfer of Consumer Ownership	X	14. Voltage Fluctuations	X	15. Others (Specify) -X			
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6	Section(s) of Electricity Act, 2003 involved																																				
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8	Date(s) of Hearing	11.06.2024	20.07.2024	13.08.2024																																	
9	Date of Order	30.11.2024																																			
10	Order in favour of	Complainant	√	Respondent	Others																																
11	Details of Compensation awarded, if any.	NIL																																			

Final Order(GRF Case No 430/2024)


President
Grievance Redressal Forum
TPWODL, Burla - 768017

Place of Camp: GRF Office, TPWODL, Burla

Appeared

For the Complainant- B.R.Steel & Power Pvt. Ltd.

Represented by Pratik Kumar Dash

For the Respondent - EE(Electrical), SED, TPWODL, Sambalpur.



GRF Case No- BRL/430/2024

B.R.Steel & Power Pvt. Ltd.

C/O- Pratik Kumar Dash

At-Potapali/Sikirdi

Po-Katapali, Burla

Dist-Sambalpur

Consumer No.- 4110-0000-0162

VRS

EE(Electrical), SED, TPWODL, Sambalpur.

COMPLAINANT

OPPOSITE PARTY

GIST OF THE CASE & SUBMISSION

1. M/S B R Steel & Power (P) Ltd, At- Potapali/Sikirdi, Po-Katapali, Burla, Dist-Sambalpur has submitted a written complaint on Dt.31.05.2024 to this Forum wherein the Signatory is Sri Pratik Kumar Dash. This Forum received the same complaint vide Case No BRL/430 Dt. 31.05.2024 wherein the petitioner has stated that: - *"M/S B R Steel was allowed a temporary connection for a period of 6 months to start with. But as per the agreement the connection shall be deemed permanent (copy enclosed). However, on 28.02.2023 B. R Steel asked to regularize the case as they wanted verbally land transfer documents. The bill with 10% extra energy bill was stopped from June 2023. Suddenly, on 24.05.2024 E. E, SED, Sambalpur has raised an additional bill of Rs.6134120.93 saying that no effort has been made to pay additional security deposit & execution of the agreement."*

Further the petitioner has sought relief for: -

"1. The additional bill served requires to be withdrawn as it is illegal & intentional harassment.


2. Temporary connection nature is only for a period of 6 months after which it should be treated as permanent connection. Amount so claimed and paid needs to be returned and adjusted in subsequent bill."

Further as an *"interim relief sought*, pending final decision *"the petitioner has requested "the additional bill of Rs.61,34,120.93 is to be kept on hold till final decision."*

As a supporting document the petitioner has submitted s copy of his letter No Nil/ Dt. 28.02.2023 along with enclosures addressed to Executive Engineer, Division office, TPWODL, Sambalpur, Odisha on the subject – *"Request for permanent Electric Line connection to M/S B R Steel & Power Pvt Ltd"* and the letter has been received by the office of E.E, WESCO Utility, SED, Ainthapali.

2. After receiving the complainant from the petitioner, this Forum admitted the case for hearing on 11.06.2024 and accordingly notices were sent vide L No 87(3) Dt.04.06.2024 to
- B.R Steel Pvt Ltd C/O-Pratik Kumar Dash-Complainant.
 - EE, SED, Sambalpur, TPWODL and SDO (Elect), Hirakud, TPWODL as opposite party.
3. On 11.06.2024, the complainant appeared and recorded their attendance. On the other hand, E.E.SED, Sambalpur, TPWODL on 10.06.2024 requested this Forum through E-Mail to allow them 7 days more time to file his W/S due to ongoing Sital Sasthi Festival in Sambalpur. In this hearing on 11.06.2024 the complainant submitted photocopy of application given to Executive Engineer, SED, Sambalpur whose description is given below: -

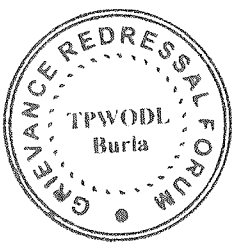
Final Order(GRF Case No 430/2024)


PRESIDENT
Grievance Redressal Forum
TPWODL, Burla - 768017

"We have temporary electric supply connection of 4500KVA from TPWODL in our plant site at village-Potapli, Sikirdi, Po-Katapali, Dist-Sambalpur. We had taken over the plant of M/S Rath Steel & Power ltd through bank liquidator M/S Assets care & Reconstruction Enterprises Ltd, New Delhi under SARFAESI Act, having without any liability of previous company. The sale certificate also received by us from the liquidator. Temporary electricity supply connection was provided to our plant as the land deed was not in our company name. it was in the name of previous company M/s Rath Steel & Power Ltd. Now it was changed and transferred to our name BR Steel & Power Ltd after registration of lease deed Ac 160.54 of land by IDCO. We are paying extra charges billing by TPWODL every month for the temporary connection. We have already taken over the possession of the said land. As sole owner of the plant land is M/s BR Steel & Power Pvt ltd we want a permanent electric connection to our plant." Sale certificate and land possession certificate also given by complainant whose details are as below: -

"The undersigned being the authorized officer of the Assets Care & Reconstruction Enterprises Limited ("ACRE") acting in its capacity as Trustee of ACRE-78-TRUST and ACRE-55-TRUST under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (act), 2002 (54 of 2002) ("SARFAESI ACT, 2002") and in exercise of the power conferred under sub-section (12) of section 13 read with rule 8 and 9 of Security Interest (Enforcement) Rules, 2002 sold on behalf of ACRE acting in its capacity as Trustee of ACRE-78-TRUST and ACRE-55-TRUST in favour of **BR Steel & Power Pvt Ltd**, the immovable property shown in the schedule below secured in favor of ACRE, acting in its capacity as Trustee of ACRE-78-TRUST and ACRE-55-TRUST, by Rath Steel & Power Limited ("Borrower") for recovery of outstanding dues of **INR 7,54,98,45,002.17/- (Rupees Seven Hundred Fifty Four Crore Ninety Eight Lakh forty Five Thousand Two and Paise Seventeen only)** towards various financial facilities granted by erstwhile Dena Bank, Bank of Baroda (BOB), State Bank Of India (SBI) (the financial assets of erstwhile Dena Bank have been assigned to ACRE-TRUST and Financial assets BOB & SBI have since been assigned to ACRE-78-TRUST), Canara Bank (including erstwhile Syndicate Bank), Union bank of India (erstwhile Corporation Bank) and Kasur Vysya Bank (debts assign to JM Financial Asset Reconstruction Company) under the provisions of SARFAESI ACT, 2002. The undersigned acknowledges receipt of the sale consideration of **INR 90,00,00,000/- (Rupees Ninety Crores Only)** in full and handed over the delivery and possession and of the schedule property. The sale consideration is further bifurcated into -INR 43,47,40,273/- for Land & Building and INR 46,52,59,727/- for Plant & Machinery on the schedule property. The sale of the schedule property was "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS" WHATEVER THERE IS" and "NO RECOURSE BASIS", for and on behalf of all the lenders.

The schedule property was sold without any liability, including statutory and govt dues, of the Borrower attaching to it which liabilities shall continue to be that of the Borrower only. There will be no recourse to the lenders regarding all such liabilities/claims/dues and the purchaser shall not be entitled to make any claim against the lenders in this regard. Further, there is NIL known encumbrance on the schedule property.



DESCRIPTION OF THE IMMOVABLE PROPERTY

1. All the piece and parcel of Land bearing Khata No 86 & 87 in plot No 156, 485 (part), 497, 157/705/865, 483/756/866, 483/768/867, 157/707/868, 483/771, 496 admeasuring 33.45 acres situated at Mouza-Potapali, PO-A.Katapali, PS-Burla Tehsil & Distt-Sambalpur, Odisha together with building and structures, immovable plant & machinery, fixtures & fitting, attached to the earth or permanently fastened to anything attached to the earth, both present and future.
2. All that piece and parcel of the land baring No M.S Khata No 86/plot No 488,495, 489 (part), 491, 499, 502 (part), 502(part) situated within the village limit of Mouza-Potapali, PO-A.Katapali, PS-Burla Tehsil & Distt-Sambalpur, Odisha, containing by admeasurement 74.06 acres, together with building and structures, immovable plant and machinery, fixtures and fittings etc.
3. All the piece and parcel of land baring No MS Khata No 162/Plot No 1938(P), 1950, 1961, 1980, 1943, 1951, 1981, 1982, 1984, 1985, 1986/2116, 1994/2162, 1995/2163, 1992/2092 and Khata No 1992/2165, 1994, 1995/2166, 1996/2167, 1791/2168, 1793/2169 situated within village/Tehsi/District Sikirdi and Sambalpur, Odisha containing by admeasurement 53.030 acres together with building and structures, immovable plant and machinery, fixtures and fittings etc.

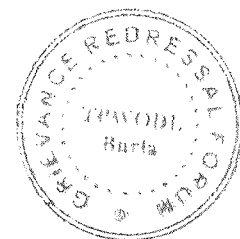
Certificate of possession of land made over to the parties in favour of whom the land has been lease out

Certified that I have on this day 13th day of January, 2023 handed over the possession of IDCO land measurement as an area of Ac 74.06 dec (Seventy four acres six decimals) in the village POTAPALI, RI Circle A.Katapali of Sadar Tehsil under Sambalpur District. Handed over the land to Sri Saurav Agrawal, General Manager, BR Stel & Power Pvt Ltd At-Potapali/Sikirdi, Post-A.Katapali, Ps-Burla, Dist-Sambalpur. The schedule of land which has been alienated for the purpose of Establishment of Industries is Furnished below: -

SCHEDULE OF LAND

(IDCO Land)

Name of the village: POTAPALI
Name of the RI Circle: A.KATAPALI
Name of the Tehsil: SAMBALPUR SADAR
Name of the District: SAMBALPUR



Mauza	Khata No	Plot No	Area in Ac	Kisam	RT
POTAPALI	80/40	488	0.530	Patita	IDCO Bhubaneswar
		495	4.560	Patita	IDCO Bhubaneswar
		489/870	25.970	Patita	IDCO Bhubaneswar
		491	10.250	Patita	IDCO Bhubaneswar
		499	4.050	Patita	IDCO Bhubaneswar
		502/871	25.020	Patita	IDCO Bhubaneswar
	80/41	502/873	2.930	Patita	IDCO Bhubaneswar

	80/41	502/872	0.750	Patita	IDCO Bhubaneswar
		TOTAL	74.060		

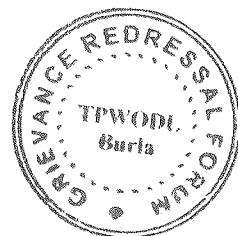
Certificate of possession of land made over to the parties in favour of whom the land has been lease out

Certified that I have on this day 13th day of January, 2023 handed over the possession of IDCO land & Government Land measurement as an area of Ac 53.030 dec (Fifty three acres three decimals) in the village SIKIRDI, RI Circle A.Katapali of Sadar Tehsil under Sambalpur District. Handed over the land to Sri Saurav Agrawal, General Manager, BR Stel & Power Pvt Ltd At-Potapali/Sikirdi, Post-A.Katapali, Ps-Burla, Dist-Sambalpur. The schedule of land which has been alienated for the purpose of Establishment of Industries is Furnished below: -

SCHEDULE OF LAND

(IDCO Land & Government Land)

Name of the village: SIKIRDI
Name of the RI Circle: A.KATAPALI
Name of the Tehsil: SAMBALPUR SADAR
Name of the District: SAMBALPUR



Mauza	Khata No	Plot No	Area in Ac	Kisam	RT
POTAPALI	154/65	1938/2170	0.500	Patita	IDCO Bhubaneswar
		1950	1.700	Patita	IDCO Bhubaneswar
		1961	1.660	Patita	IDCO Bhubaneswar
		1980	0.660	Patita	IDCO Bhubaneswar
	154/66	1943	0.030	Patita	IDCO Bhubaneswar
		1951	0.040	Patita	IDCO Bhubaneswar
		1981	0.050	Patita	IDCO Bhubaneswar
		1982	0.015	Patita	IDCO Bhubaneswar
		1984	0.200	Patita	IDCO Bhubaneswar
		1985	0.025	Patita	IDCO Bhubaneswar
		1986/2160	11.750	Patita	IDCO Bhubaneswar
		1992/2161	13.720	Patita	IDCO Bhubaneswar
		1994/2162	2.100	Patita	IDCO Bhubaneswar
		1995/2163	0.100	Patita	IDCO Bhubaneswar
		1992/2092	0.320	Patita	IDCO Bhubaneswar
	162	1992/2165	1.150	Patita	GOVT (AJA)
		1994	1.680	Patita	GOVT (AJA)
		1995/2166	7.300	Patita	GOVT (AJA)

		1996/2167	3.250	Patita	GOVT (AJA)
		1791/2168	2.430	Patita	GOVT (AJA)
		1793/2169	4.350	Patita	GOVT (AJA)
		TOTAL	53.030		

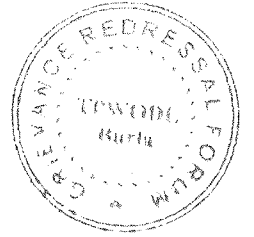
Certificate of possession of land made over to the parties in favour of whom the land has been lease out

Certified that I have on this day 13th day of January, 2023 handed over the possession of Government land measurement as an area of Ac 33.45 dec (Thirty three acres forty five decimals) in the village POTAPALI, RI Circle A.Katapali of Sadar Tehsil under Sambalpur District. Handed over the land to Sri Saurav Agrawal, General Manager, BR Stel & Power Pvt Ltd At-Potapali/Sikirdi, Post-A.Katapali, Ps-Burla, Dist-Sambalpur. The schedule of land which has been alienated for the purpose of Establishment of Industries is Furnished below: -

SCHEDULE OF LAND

(Government Land)

Name of the village: POTAPALI
Name of the RI Circle: A.KATAPALI
Name of the Tehsil: SAMBALPUR SADAR
Name of the District: SAMBALPUR

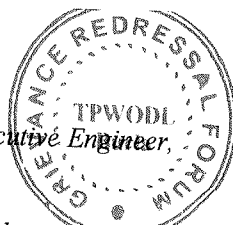


Mauza	Khata No	Plot No	Area in Ac	Kisam	RT
POTAPALI	86	156	13.840	Patita	GOVT (AJA)
		485(P)	3.870 (out of 4.05)	Patita	GOVT (AJA)
		497	4.440	Patita	GOVT (AJA)
		157/865	4.360	Patita	GOVT (AJA)
		483/866	1.200	Patita	GOVT (AJA)
		483/867	1.250	Patita	GOVT (AJA)
		157/868	2.950	Patita	GOVT (AJA)
		483/771	0.620	Patita	GOVT (AJA)
	87	496	0.920	Patita	GOVT (AJA)
		TOTAL	33.450		

Further Documents Submitted by complainant

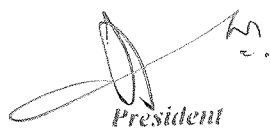
The complainant further submitted documents (original/photocopies) to this Forum as below: -

- 1) Letter from BR Steel & Power Pvt Ltd on 30.06.2023 to Executive Engineer, SED, Sambalpur, TPWODL regarding permanent electricity supply connection to BR Steel & Power Pvt Ltd.
- 2) Inspection of Electrical Installation other than DG sets/Annual Inspection against application no INELEIN/2023/02848 Dt. 31.03.2023 vide report no 53/2023-24 of Chief Engineer cum Electrical Inspector (Western Zone), Odisha, Sambalpur for BR Steel & Power Pvt Ltd carried on 19.06.2023.



- 3) From BR Steel & Power Pvt Ltd vide L No BRSPPL/TPWODL/102 Dt. 28.06.2024 to Executive Engineer, SED, Sambalpur, TPWODL regarding additional electricity bill for the period May 2024.
 - 4) Letter from BR Steel & Power Pvt Ltd on 13.06.2024 to Executive Engineer, SED, Sambalpur, TPWODL regarding hearing in GRF, Burla in case No BRL/430/2024 wherein it is mentioned that no corrosive action is to be taken by Executive Engineer, SED, Sambalpur till the disposal of case i.e on the additional bill amount of Rs.6134120.93.
 - 5) Photocopy of letter No 625 Dt. 19.06.2024 of Executive Engineer, SED, Sambalpur, TPWODL to BR Steel & Power Pvt Ltd Regarding payment of additional electricity bill for temporary supply for the period from June 2023 to April 2024 and Submission of necessary documents for execution of Permanent Power supply agreement wherein it is mentioned that "additional bill for differential tariff of 10% due to temporary power supply in nature, has already been served to you for the period from June 2023 to April 2024, which remained unpaid till date. Your request for execution of agreement on appropriate tariff category is still pending in absence of the following necessary:
 - Application for supply of power connection in Form 2 as per Regulation 3 of OERC (Condition of Supply) Code, 2019 (Form 2 is Attached)
 - Payment of Differential Security Deposit of Rs.11,66,400. (As SD Required for 4500 KVA is Rs.1,54,46,880 and available SD is Rs.1,42,80,480).
 - Clearance of electricity bill till date.
 - Submission of Clearance of Electricity duty from EIC (Elec)-Cum-PCEI, Bhubaneswar and no objection certificate for providing power supply on permanent basis.
 - Certificate of completion of necessary structure as per scope of work submitted vide estimate dated 16.05.2020."
 - 6) Photocopy of letter No 635 Dt. 24.06.2024 of Executive Engineer, SED, Sambalpur, TPWODL to BR Steel & Power Pvt Ltd Regarding payment of additional electricity bill for temporary supply for the period May 2024.
 - 7) Photocopy of letter No 770 (2) Dt. 30.07.2024 of Executive Engineer, SED, Sambalpur, TPWODL to BR Steel & Power Pvt Ltd Regarding payment of additional electricity bill for temporary supply for the period June 2024.
 - 8) Photocopy of letter No 549(2) Dt. 24.05.2024 of Executive Engineer, SED, Sambalpur, TPWODL to BR Steel & Power Pvt Ltd Regarding payment of additional electricity bill for temporary supply for the period from June 2023 to May 2024.
 - 9) Photocopies of bills were served to BR Steel & Power Pvt Ltd from Executive Engineer, SED, Sambalpur, TPWODL from Jan 2023 to April 2024.
 - 10) Photocopy of letter No WESCO/Com/SA-048(B)-616(3) Dt. 12.06.2020 of General Manager, Commerce (WESCO Utility) to Executive Engineer, SED, Sambalpur in the matter related to agreement.
 - 11) Photocopy of agreement executed between WESCO Utility and BR Steel & Power Pvt Ltd on 01.06.2020.
4. Further during hearing on 11.06.2024 the petitioner requested to pass interim order to the opposite party not to take any coercive actions till the pendency of this case in this Forum.

Final Order(GRF Case No 430/2024)


President
Grievance Redressal Forum
TPWODL, Burla - 768017

Accordingly Interim order was issued for the case no BRL/430/2024 by this Forum vide L No 1782(4)
Dt. 30.06.2024 wherein the observations and interim orders are as follows: -



OBSERVATION

The case is pursued with all documents available in records submitted by the complainant. On examining the case in details, the Forum observed that the complainant is a Large Industries consumer having CD 4500KVA (Mini Steel Plant named as B.R Steel and Power Pvt. Ltd.) with date of initial power supply 30.05.2020 as seen from the copy of bill submitted to this Forum. The above case was received and registered on 31.05.2024 in this Forum and accordingly issued notice to both parties to attend the hearing on 11.06.2024 vide its letter no.37(3) dtd. 04.06.2024 duly communicated to them. The complainant has appeared on the date of hearing where the opposite party has failed to appear but intimated about the difficulties through e-mail on 11.06.2024. However, the opposite party in their mail dtd.11.06.2024 requested for 07 days of time for submission of written version along with relevant documents but has failed to do so which is not acceptable at all. In the course of hearing dtd.11.06.2024 the complainant has approached to this Forum for interim relief in regards to non-disconnection of p/s, not force for the payment of the additional bill etc. during pendency of the case in this Forum. The approach of the complainant has been considered by this Forum and prefers to pass the interim order in this case.

Hence, it is the opinion of the Forum that the opposite party should not take any coercive action i.e disconnection of p/s, force for payment of addition bill so levied etc. during pendency of case in this Forum. The opposite party is supposed to submit the relevant documents along with w/s on or before 15.07.2024 failing which ex-parte order will be issued by this Forum to avoid delay delivery of justice to the complainant.

INTERIM ORDER

- 1) The Opposite Party is directed to not take any coercive action i.e disconnection of p/s, force for payment of addition bill so levied etc. during pendency of case in this Forum.
 - 2) The Opposite Party is directed to submit the relevant documents along with w/s on or before 15.07.2024 failing which ex-parte order will be issued by this Forum to avoid delay delivery of justice to the complainant.
5. Further hearing was scheduled on 20.07.2024 and accordingly both the parties were intimated vide L No 42(2) Dt.09.07.2024.

On the date of hearing i.e. on 20.07.2024 both the parties appeared before this Forum.

From the petitioner's side, Sri Prasanta Pradhan, Sri Manoj Kumar Sahu and Sri Pratik Kumar Dash appeared and recorded their attendance.

From the opposite Party, Sri Prasanta Kumar Sahu, DFM, Commerce SED, Sambalpur appeared along with letter of authorization from EE, SED, Sambalpur.

Sri Dambarudhar Ojha, EE, SED, Sambalpur has requested vide E-Mail on Dt. 19.07.2024, 1.38PM addressed to this Forum thta due to some unavoidable work he was unable to attend the hearing scheduled on 20.07.2024 and has requested to schedule another date for hearing.

However, on his behalf Sri Prasanta Kumar Sahu, DFM, Commerce SED, Sambalpur appeared and submitted the written statement of the opposite party signed by EE, SED, Sambalpur on 09.07.2024.

As per the request of EE, SED, Sambalpur vide this E-Mail Dt. 19.07.2024 & also as per the request of DFM, Commerce SED, Sambalpur, at the time of hearing, the matter was further deferred to another date for hearing, which shall be intimated to them in due time.

6. **The contents of the written statement of opposite party submitted during the hearing is reproduced below: -**
"Before the Grievance Redressal Forum, TPWODL, Burla

GRF Case No BRL/430/2024

In the matter of : M/S BR Steel & Power (P) Ltd ----- Complainant

VS

Executive Engineer , TPWODL


Sambalpur Electrical Division, Sambalpur

& Another

----- Opposite Parties

01. That the O.P. No.1, the Executive Engineer, TPWODL, Sambalpur Electrical Division, Sambalpur, being acquainted with the fact of the case files the present written statement for self and on behalf of all other O.Ps.
02. That the Complainant has filed the present case before the Grievance Redressal Forum, Burla, praying for treating the agreement executed for temporary power supply to be deemed as permanent and accordingly prayed for waiver of the 100% differential tariff bill served due to temporary supply in nature.
03. That the Complainant, M/S BR Steel & Power (P.) Limited Is a temporary supply consumer of TPWODL under Sambalpur Electrical Division having consumer no. 411&0000-0162 for a Contract Demand of 4500 KVA under Mini Steel Plant category. As per agreement dated 01.06.2020 executed between the consumer and the Licensee temporary power supply is provided to the premises of the consumer situated at village Potapall, Sikirdi, P.O.- A.Katapali, Dist.-Sambalpur, since 31.05.2020 for the purpose of Integrated Steel Plant'.
04. That in the same premises power supply was earlier provided to M/S Rathi Udyog Limited earlier, having consumer no. 4110-0000-0107 with a CD of 4500 KVA since 28th August 2007. The power supply connectivity was through 33 KV feeder from 220/33 KV GSS of OPTCL. The power supply was disconnected to M/S Rathi Udyog Limited on 12.08.2014 due to non-payment of outstanding dues. Subsequently, M/S BR Steel & Power (P) Ltd. has taken over M/S Rathi Steel & Power Ltd through a liquidation process. Upon communication from Chief Engineer-Cum-C.E.I. (W.Z), Odisha, Sambalpur, vide his letter no.758 Dt.13.05.2020, temporary power supply connection was provided to M/S BR Steel & Power (P) Limited on the strength of an agreement dated 01/06/2020 executed between the Licensee and the Complainant, pending clearance of electricity duty of M/S Rathi Udyog Limited. Copy of the Agreement dated 01/06/2020 is annexed to this written statement as Annexure-1 for reference.
05. That consequent upon providing of temporary power supply, the Opposite Parties in accordance with the prevalent tariff structure have been raising additional bills for differential tariff of 10% every month separately. However, it is submitted that the opposite parties owing to a bona fide oversight failed to rise additional bills for the period from June 2023 to April 2024. But during verification the differential tariff billing of the Complainant industry was detected and consequently, the Opposite Parties have raised

Final Order(GRF Case No 430/2024)


President
Grievance Redressal Forum
TPWODL, Burla - 768017

(9)

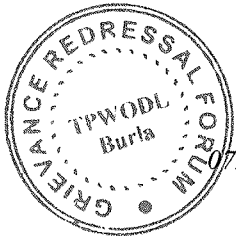
the differential demand of Rs 61,34,120.93 /- for the abovementioned omission period in the month of May 2024. It is pertinent to mention here that the Opposite Parties are legally entitled to raise differential bills after detection of a mistake and shall not be hit by the two years limitation under Section 56(2) of the Electricity Act, 2003. As per the judgment of the Hon'ble Supreme Court of India in *M/s Prem Cottex Vrs. Uttar Haryana Bijli Vitran Nigam Ltd (Civil Appeal No. 7235 of 2009)* which has been followed in several cases, even after expiry of two years the Licensee can raise differential bill for the past period due to its bona fide mistake. Hence, raising of afore-mentioned differential bill of Rs. 61,34,120.93/- against the Complainant is legally justified and the Complainant is legally bound to pay the same. Copy of the bill for the month of May 2024 issued on 01/06/2024 is annexed to this written statement as **Annexure-2** for reference.

06. That it is not disputed that the Complainant industry in the year 2023 had requested the Opposite Parties to avail power supply on permanent basis in place of the temporary power connection. However, it is pertinent to mention that mere intimation regarding requirement of permanent power supply does not Ipso facto place liability on the Opposite Parties to conform to the request of the Complainant Industry. For availing power supply on permanent basis, the Complainant industry must comply with the mandatory "regulatory provisions stipulated under the OERC Distribution (Conditions of Supply) Code, 2019, like submission of a formal application in prescribed format along with required documents, payment of additional security deposit etc. In the present case, the Complainant has never formally applied for a permanent power supply and therefore, a mere verbal/written request does not by any stretch imagination hold the Opposite Parties contractually liable to provide permanent power supply to the Complainant industry.

07. That as evidenced from the agreement annexed as Annexure-1, the nature of the agreement is that of a temporary power supply for an initial period of six months and thereafter it is only with the mutual consent and concordance of both the parties the agreement continues to be in force till date as per the terms of the agreement. The averment of the Complainant industry for the power supply to be treated as permanent after the expiry of six months without following mandatory regulatory provisions is completely paradoxical to the agreement entered into between the parties. Even just after expiry of six months from date of power supply the complainant had no clear title over the afore-mentioned premises to which the temporary power supply has been provided. The nature of the power supply even after the expiry of six months is undisputedly temporary in nature and in no way can the power supply be treated as a permanent one without conforming to the mandatory regulatory provisions stipulated under the OERC Distribution (Conditions of Supply) Code, 2019. In the absence of a formal agreement for permanent supply, the earlier agreement for temporary supply can't be deemed to be permanent so motto.

08. That in response to the request of the Complainant for availing permanent power supply, the Opposite Parties vide Letter No. 625/ dated 19/06/2024 had requested to comply with the regulatory provision for availing permanent connection. For such permanent connection the Complainant needs to comply the following formalities in order to enable the Opposite Parties to provide power supply on permanent basis:

- a) Application for supply of power in Form 2 appended to the OERC Distribution (Conditions of Supply) Code, 2019 as per Regulation 3.



- b) Execution of an agreement in the standard format as per Form No. 3 of the OERC Distribution (Conditions of Supply) Code, 2019.
- c) Depositing of Additional Security Deposit of Rs. 11,66,400. (As SD required for 4500 KVA is Rs. 1,54,46,880 and available SD is Rs. 1,42,80,480).
- d) Clearance of up-to-date electricity bill.
- e) Submission of Clearance of Electricity Duty and no objection certificate from EIC (Elcyc)-Cum-PCEI, Bhubaneswar for providing power supply on permanent basis.
- f) Certificate of completion of necessary structure as per scope of work submitted vide estimate dated 16.05.2020
09. That the averments & allegations made in the complaint which are not expressly admitted in this written statement, are hereby categorically denied by the Opposite Parties.
10. That the answering Opposite Parties crave the leave of this Ld. GRF to alter/amend the present written statement and/or place additional submissions as & when required.
11. That in view of the aforesaid facts & applicable provisions of law there is absolutely no cause of action for the present case and since the complaint is devoid of any merit, the Complainant industry is not entitled to any relief as claimed & for that the instant complaint filed by the Complainant is liable to be dismissed.

Date 09.07.2024

Sd/-

By the Opposite Party NO 1
Executive Engineer, TPWODL
SED, Sambalpur
(Seal)"

7. This Forum further decided to hold next hearing on this matter on 13.08.2024 and accordingly both the parties were intimated by this Forum vide L No 50(2) Dt. 02.08.2024.
8. On 12.08.2024, the complainant M/S B R Steel & Power (P) Ltd submitted its written statement in response to the written statement of EE. SED, Sambalpur submitted earlier to this Forum which was signed by him on 09.07.2024. This submission was signed by Sri Pratik Kumar Dash on behalf of the complainant, which is reproduced below: -

"Before the Grievance Redressal Forum, TPWODL, Burla

GRF Case No BRL/430/2024


In the matter of—

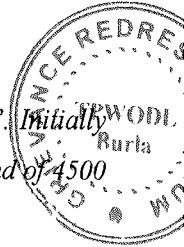
M/S B. R Steel & Power (P) Ltd,
At .Potapali/Sikirdi
Po-A.Katapali, PS-Burla
Sambalpur ----- Complainant

Vrs

Executive Engineer
Sambalpur Electrical Division
Sambalpur & Others ----- Respondent

Final Order(GRF Case No 430/2024)


President
Grievance Redressal Forum
TPWODL, Burla - 768017



- 1) That M/s. B.R. Steel & Power (P) Ltd. is a Consumer under "Mini Steel Plant Category Tariff". Initially M/s. B.R. Steel & Power (P) Ltd. had applied for a permanent connection with a Contract Demand of 4500 KVA observing all departmental formalities.
- 2) Initially permission for power supply of 4500 KVA was given by WESCO Utility vide letter no. WESCO/COM/PS/SA-04(B)-456 (6) dt. 8-5-2020. (Placed as Annexure-1)
- 3) Though a liquidation process M/s. B.R. Steel & Power (P) Ltd. has taken over M/s. Rath Steel & Power which was disconnected since long. As understood the outstanding energy bill was adjusted from the available Security Deposit of M/s. Rath Udyog Ltd.
- 4) However, there was some outstanding dues on Electricity Duty to be paid to the Govt of Odisha through E.I.C. cum C.E.I., Govt. of Odisha by M/s. Rath Udyog Limited.
- 5) There was communication from EIC-cum-CEL, Govt. of Odisha to Dept. of Energy regarding collection of arrear electricity dues of M/s. Rath Udyog Ltd.
- 6) Govt. of Odisha vide Letter No. 3487 dt. 13-03-2020 had clarified that since M/s. B.R. Steel & Power has acquired through a liquidation process, the arrear is to be collected from M/s. Rath Udyog Ltd. or the Liquidator Bank, but not from M/s. B.R. Steel & Power (P) Ltd. In the same letter it was directed to supply power to M/s. B.R. Steel & Power (P) Ltd. temporarily for a period of 6 months to start the operation.
- 7) Accordingly electrical inspection was made by Chief Engineer-cum-Chief Electrical Inspector vide Letter No. 758 dated 13-05-2020 for a period of 6 months to avail temporary power supply for starting the plant.
- 8) It is a known fact that an integrated steel plant with captive generating plant being disconnected for years together will take some time to make the plant operable. That is the reason why Dept. of Energy, Govt. of Odisha had allowed 6 months temporary supply to start the operation. This should be taken in Letter and Spirit.
- 9) No where in the letter of Dept. of Energy it is mentioned that beyond 6 months, power supply to be given subject to recovery of outstanding electricity duties from M/s. Rath Udyog Ltd. (A copy of the letter of Dept. of Energy is placed as Annexure-2).
- 10) As per regulation 138 (P) "Temporary Supply" of OERC Distribution (Conditions of Supply) Code 2019 which reads as :-
"The Category relates to supply of Power to meet temporary needs on special occasion including marriage or other ceremonial functions, fair, festival, religious functions or seasonal business or for construction of residential houses complexes, Commercial Complexes, industrial premises provided that such power supply does not exceed a period of 6 months."
- 11) COO, WESCO Utility vide their Letter No. WESCO/Com-SA-04(B)/944(5) dt.24-08-2020 had written to Chief Engineer-cum-Chief Electrical Inspector, Western Zone, Sambalpur regarding further course of action to be taken on the application for permanent power supply by M/s. B.R. Steel & Power (P) Ltd. (A copy of the letter of COO, WESCO Utility is enclosed as Annexure-3).
- 12) The outcome of the letter has not been communicated to M/s. B.R. Steel & Power (P) Ltd. and since the Power supply to M/s. B.R. Steel & Power (P) Ltd. is continuing uninterruptedly and as per the agreement executed between M/s. B.R. Steel and WESCO Utility Clause (1) Duration of Agreement which reads as
"This agreement shall commence from the date of execution and shall continue to be in force until the expiry of (06) Six months only from the date of supply pursuant to the agreement and thereafter shall so

continue until the same is determined by either party giving to the other, two calendar months' notice, in writing of its intention to terminate the agreement” (Copy of the agreement enclosed as Annexure 4) The connection so provided by WESCO Utility to M/s. B.R. Steel temporarily for an initial period of 6 months, can be treated as deemed PERMANENT.

- 13) *In the initial 6 months of power supply since it was of temporary nature the tariff applied was as per the tariff order, i.e. 10% in excess of the tariff under “Mini Steel Plant” Category. The Consumer has also paid the bill.*
- 14) *Initially the billing was made at Consumer's premises. All on a sudden after WESCO Utility was taken over by TPWODL, on 19-04-2022 vide letter no. 158 (6), Head C & MM and Commerce intimated that power supply was being availed at 33 KV dedicated feeder emanating from 33/11 KV Chaurpur PSS end and billing to be made at 33/11 KV PSS end unilaterally, although the line is not a dedicated one, since the entire 33 KV line from 220/132/33 KV Katapalli Grid S/S to Chaurpur 33 KV PSS, there are only two consumers namely B.R. Steel and 33/11 KV Chaurpur PSS.*
- 15) *With the above Head C & MM and Commerce TPWODL ratified that power supply to B.R. Steel is a permanent one.*
- 16) *Unfortunately, 10% extra billing was continuing in the name of temporary supply which contradicts each other. On the other hand, it is a sheer harassment to the consumer.*
- 17) *Time and again representatives of M/s. B.R. Steel had approached erstwhile WESCO Utility and TPWODL for regularization of the connection but not done with a plea that the land has not been transferred in the name of B.R. Steel.*
- 18) *In November, 2021, M/s. B.R. Steel submitted a document of M/s. ACRE with the sale certificate which was also not recognized by TPWODL with a verbal instruction that land transfer document is needed for regularization of the connection.*
- 19) *After regularization of the Land Deed again on 28-02-2023 M/s. B.R. Steel requested for permanent connection. No intimation has been received yet but from May-2023, the extra 10% billing on energy consumption was withdrawn.*
- 20) *Now Executive Engineer, SED, Sambalpur has raised an additional bill for differential tariff from June-2023 to May-2024 for an amount of Rs.61,34,120.93 on 24-05-2023.*
- 21) *As per Executive Engineer, SED, M/s. B.R. Steel is yet to deposit additional security deposit and comply the formalities like execution of the agreement. In this connection it is to intimate you that, M/s. B.R. Steel has no intimation from TPWODL in this regard.*
- 22) *The above additional bill was served during the time when M/s. B.R. Steel has filed a case in the GRF, Burla regarding the supply availed from a dedicated feeder and its authenticity. It seems that this purely intentional and harassing and putting pressure on the Consumer when it asks for justice.*
- 23) *The security deposit available with TPWODL is Rs.1,42,80,480/-. So far M/s. B.R. Steel is concern since the additional amount claim is within 10%, we feel this additional security deposit is not required. Also, the security deposit amount is calculated every year as per regulation.*
- 24) *The plea now taken by TPWODL that additional bill not claimed was due to mistake. But it is felt that it is nothing but harassment and put pressure on the consumer because of filing of the case in GRF.*



- 25) M/s. B.R. Steel finding no way and as directed by the Learned President of GRF during the hearing of the case BRL/225/2024, M/s. B.R. Steel & Power has filed a case before the GRF to adjudicate on the extra billing and conversion to permanent one.
- 26) Regarding application for supply of power in Form 2 as asked by Executive Engineer, SED, Sambalpur. It is to intimate that application in Form 2 has already been submitted right from the beginning and has also been acknowledged by WESCO Utility as per the letter annexed at Annexure-3.
- 27) Agreement has already been executed as is continuing as no notice has been served by either party for termination of the agreement.
- 28) Electricity bill is being paid regularly which can be checked by TPWODL at their end.
- 29) Although we are paying electricity duty regularly in the energy bill presented by TPWODL, and the electricity duty on captive generation is paid regularly, it is felt that it is not required for a permanent connection.
- 30) It is further to retaliate that the outstanding electricity duty pertains to M/s. Rath Steel and was duly clarified by Dept. of Energy that the outstanding electricity duties are to be collected from M/s. Rath Udyog Ltd. or the official liquidator since the unit has been taken over by M/s. B.R. Steel & Power Pvt. Ltd. without liabilities through a liquidation process (Refer Annexure-2).
- 31) In view of the above, it is prayed before the GRF to consider and direct opposite party to withdraw the additional bill served and to declare the connection as permanent from the date of completion of initial period of 6 months & also adjust the excess amount already taken in subsequent bill along with interest.

Sd/-

By the Complainant

(Pratik Kumar Dash)

M/S B R Steel & Power Pvt Ltd

(Seal)"

9. Further hearing was conducted on 13.08.2024 as scheduled. Both the parties appeared as recorded their attendance.

From the complainant side the following appeared

- I. Sri Prana Kumar
- II. Sri P K Pradhan
- III. Sri Manoj Kumar Sahu
- IV. Sri Pratik Kumar Dash

And from the opposite party, the following appeared

- I. Sri Chandra Sekhar Ray
- II. Sri Anurag Dash
- III. Sri K C Nanda
- IV. Sri Sanjeev Kumar Mishra
- V. Sri Prasanta Kumar Sahoo
- VI. Sri Dadmbarudhar Ojha
- VII. Sri Dhananjay Rana

In the hearing both the parties presented their arguments and points to which the Forum earnestly took note of. Both the parties submitted their written version of arguments presented at the time of hearing as follows

- 1) The opposite party submitted on 30.08.2024 via E-mail.
 - 2) The petitioner submitted on 12.09.2024 in person.
10. Both the written version of arguments of both the parties are reproduced below: -



Written version of arguments by Opposite Party are as follows:-

“Before the Grievance Redressal Forum, TPWODL, Burla

GRF Case No BRL/430/2024

In the matter of :

M/S BR Steel & Power (P) Ltd

----- Complainant

VS

Executive Engineer , TPWODL


Sambalpur Electrical Division, Sambalpur

& Another

----- Opposite Parties

1. The present GRF Case has been filed by the Complainant praying for treating the agreement dated 01.06.2020 executed for temporary power supply to be deemed as permanent and accordingly prayed for waiver of the 10% additional bill served due to temporary supply in nature.
2. The Opposite Parties have filed their written statement in the present case denying all the claims of the Complainant with a prayer for dismissal of the case. The final hearing of the case been conducted by the Forum on dated 13.08.2024 and after hearing of the complaint, both parties were asked to file written notes of submissions before the Ld. Forum.
3. The present case is not maintainable before the Ld. Forum and for that the same is liable to be dismissed. The Complainant without exhausting the available remedy of approaching the licensee/Opposite Parties through Complaint Handlin Procedure (CHP) as per provision under Req. 4(1) of (the OERC (GRF and Ombudsman) Regulations, 2004 read with Req. 157 of (the OERC Distribution (Conditions of Supply) Code, 2019) has directly approached this Ld Grievance Redressal Forum, Burla. Therefore, the Ld. Forum may be pleased to dismiss the present case, and the Complainant may be directed to approach the Opposite Parties through the Complaint Handling Procedure for redressal of its grievances.
4. The Complainant had initially applied for a permanent electricity connection to its industry with a Contract Demand of 4500 KVA. Accordingly, the Opposite Parties vide its letter no. WESCO/COM/PS/SA-04(B)-456(6)/dated 08/05/2020 issued permission for execution of agreement for supply of power to the Complainant's premises subject to compliance of terms and conditions of the permission letter & also all the formalities of law. The office of the Chief Engineer-cum-Chief Electrical Inspector, Western Zone, Sambalpur objected such proposed supply due to pending electricity duty (ED) against the premises. However, the Govt. of Odisha vide its Lt. No. 3487 dated 13/03/2020 intervened in this matter and requested the Chief Electrical Inspector to explore all legal possibilities to recover the government dues from the erstwhile owner of the premises and to provide temporary electricity connection to the

Final Order(GRF Case No 430/2024)


President
Grievance Redressal Forum
TPWODL, Burla - 768017

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Complainant's industry. Although considering the purpose of use of electricity, temporary supply to the Complainant's premises is not permissible, as a special case in response to the invention/suggestion of the Energy Department, Govt. of Odisha and considering the socio-economic factors, the Opposite Parties issued amended permission letter to the Complainant for temporary power supply and consequently, an agreement dated 01/06/2020 for temporary power supply was executed between the Opposite Parties and the Complainant. The duration clause of the aforesaid agreement is produced below for reference of the
Ld. Forum -

(1) Duration of Agreement: This agreement shall commence from the date of execution and shall continue to be in force until the expiry of (06) Six Months only from the date of supply pursuant to this agreement, and thereafter shall so continue until the same is determined by either party giving to the other, two calendar months' notice, in writing, of its intention to terminate the Agreement.

A simple perusal of the above-stated sequence of events and the duration clause of the agreement dated 01/06/2020 clearly evidences that such agreement is special in nature to the extent that the execution of the agreement is based upon the direction of the Govt. of Odisha. It is submitted that this agreement being sacrosanct and binding, the parties to the agreement must abide by the terms and conditions of the agreement that they themselves have agreed upon. Further it is emphasized that the duration clause of the agreement clearly states that the agreement even after the expiry of 6 months shall continue to remain in force as it is, with the power supply remaining temporary in nature until either party decides to terminate the agreement by giving to the other two months' notice in writing.

5. *Pursuant to the execution of the agreement, the Opposite Parties after issuing monthly energy bills, separately claimed 10% additional bills for temporary supply as per prevailing tariff, in response of which the Complainant has also kept on paying the additional bills even beyond the period of six months without any objection, since the power supply agreement has been continuing even after the period of six months as per the terms of the agreement. However, due to a bona fide oversight the Opposite Parties could not raise additional bills for the period from June 2023 to April 2024. But during verification, the short billing of the Complainant industry was detected and consequently, the Opposite Parties have rectified their mistake and have raised an additional demand of Rs. 61,34,120.93/- for the afore-mentioned period in the month of May 2024. The Opposite Parties are legally entitled to raise differential bills after detection of a mistake and it is well within the provision of Section 56(2) of the Electricity Act, 2003. As per the judgement of the Hon'ble Supreme Court of India in **M/s Prem Cottex Vrs. Uttar Haryana Bijli Vitran Nigam Ltd (Civil Appeal No. 7235 of 2009)** which has been followed in subsequent cases, even after expiry of two years the licensee can raise differential bill for the past period due to its bona fide mistake. Hence, raising of afore-mentioned differential bill of Rs. 61,34,120.93/- against the Complainant is legally justified and the Complainant is legally bound to pay the same.*
6. *It is emphasized that even after the expiry of the initial period of 6 months of the agreement, the Complainant dutifully kept on paying the 10% additional bill raised by the Opposite Parties for a period of more than two years and never objected to such additional bills prior to the institution of this present case. Such an expressed and willing act of the Complainant to keep on paying the 10% additional bills even after the expiry of six months clearly evidences that the Complainant very well understood and accepted that the*

power supply still remained temporary as was originally, even after the expiry of six months of the agreement.

7. That there was no ambiguity with respect to the power supply remaining temporary in the mind of the Complainant is further proved by the correspondences made by the Complainant to the Opposite Parties. It is submitted that the Complainant issued letters dated 28/02/2023 and 30/06/2023 to the Opposite Parties. In both the letters, the Complainant had requested for “**permanent electricity connection to M/s. BR Steel & Power Pvt. Ltd.**” Without complying the formalities of law. A simple perusal of both the letters is enough to ascertain that the Complainant very well understood and acknowledged that the power supply to its premises was temporary in nature and for which the Complainant was requesting the Opposite Parties for a permanent electricity connection. However, it is pertinent to note here that after execution of agreement for temporary supply the Complainant has never formally applied for a permanent power supply and therefore, a mere verbal/written request does not by any stretch of imagination hold the Opposite Parties contractually liable to provide permanent power supply to the Complainant industry.
8. The bona fide intention of the Licensee may be assumed from the fact that just after two months of the execution of the power supply agreement, the Opposite Parties issued a letter vide Lt. No. WESCO/Com-SA-04(B)/944(5) dated 24/08/2020 to the Chief Engineer-cum-Chief Electrical Inspector, Sambalpur, with a copy to the complainant intimating the fact of temporary supply of electricity to the Complainant's industry and sought for a communication for further course of action in response to the issue of permanent supply to the said premises. In response to the afore- mentioned letter neither the office of the Chief Engineer-cum-Chief Electrical Inspector, Sambalpur communicated any further nor the complainant/consumer took any steps for termination of the existing agreement for temporary power supply and for execution of a fresh agreement for permanent power supply. Now in order to patch up its negligence, the Complainant at a belated stage is now advocating an absurd idea of deemed conversion of temporary supply into permanent supply.
9. The averment of the Complainant regarding the agreement dated 01/06/2020 to be deemed permanent after the expiry of six months has not find much weight as per the provisions of law. There is no such deeming provision in the OERC Distribution (Conditions of Supply) Code, 2019, effecting a temporary power supply to be deemed permanent. Therefore, the temporary power supply to the Complainant vide agreement dated 01/06/2020 cannot so moto be converted to a permanent power supply. It is further submitted that for availing power supply on permanent basis, the Complainant industry must comply with the mandatory regulatory provisions stipulated under the OERC Distribution (Conditions of Supply) Code, 2019. Subsequently, the subsisting agreement dated 01/06/2020 has to be terminated and a fresh agreement for permanent power supply has to be entered into between the parties.
10. In response to the request of the complainant for permanent supply the Licensee vide its letter dated 19.06.2024 requested the consumer to comply with the regulatory provision for permanent power supply to its industry like submission of application in Form -2 appended to the Code, 2019, submission of land documents, payment of security deposit, clearance of up-to-date bill, NOC of the EIC(Elect.)-cum-PCEL, Bhubaneswar. But the complainant did not pay any heed to the afore-mentioned letter of the Licensee for permanent supply. The argument of the Complainant that they are not required to pay the additional

security deposit for availing permanent power supply in view of provision under Regulation 54(i) of the OERC Distribution (Conditions of Supply) Code, 2019, does not hold much water as per the provisions of law and is completely misleading. The provision of Regulation 54(i) is applicable for a subsisting agreement but not for a fresh agreement for new power connection. Had the Complainant continued his existing power supply agreement, the proviso under Reg. 54(i) of within 10% of the existing security deposit would have helped. For permanent supply of electricity as sought for by the complainant the existing agreement for temporary supply needs to be terminated formally and a fresh agreement for permanent supply will be executed after complying all the formalities of law.

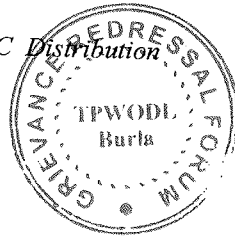
11. That it is not disputed that application in Form 2 for supply of power had been submitted by the Complainant, consequent upon which the agreement dated 01/06/2020 was executed between the parties. With execution of agreement dated 01.06.2020 for temporary supply the earlier form-2 submitted by the complainant now lost its validity. Basing upon the same form process can't be made for fresh agreement for permanent supply. Now for permanent supply of electricity the complainant has to file a fresh application before the Licensee. It is once again emphasized that for such permanent connection the Complainant needs to comply with the below-mentioned formalities in order to enable the Opposite Parties to provide power supply on permanent basis:

- a) Application for supply of power in Form 2 appended to the OERC Distribution (Conditions of Supply) Code, 2019 as per Regulation 3.
- b) Execution of an agreement in the standard format as per Form No. 3 of the OERC Distribution (Conditions of Supply) Code, 2019.
- c) Depositing of required Security Deposit.
- d) Clearance of up-to-date electricity bill.
- e) Submission of Clearance of Electricity Duty and no objection certificate from EtC (Elect.)- Cum-PCEL, Bhubaneswar for providing power supply on permanent basis.
- f) Certificate of completion of necessary structure as per scope of work submitted vide estimate dated 16.05.2020.

12. In view of the aforesaid facts & applicable provisions of law there is absolutely no cause of action for the present case and since the complaint is devoid of any merit, the Complainant industry is not entitled to any relief as claimed & for that the instant complaint filed by the Complainant is liable to be dismissed. The documents referred to in the written notes of arguments are annexed herewith for reference.

Sd/-

By the Opposite Party
Through (I/C) Executive Engineer, TPWODL
SED, Sambalpur
(Seal)"



Written version of arguments by Complainant are as follows :-

"Before the Grievance Redressal Forum, TPWODL, Burla

GRF Case No BRL/430/2024

In the matter of –

M/S B. R Steel & Power (P) Ltd,

At .Potapali/Sikirdi

Po-A.Katapali, PS-Burla

Sambalpur

----- Complainant

Vrs

Executive Engineer

Sambalpur Electrical Division

Sambalpur & Others

----- Respondent

Note of Argument

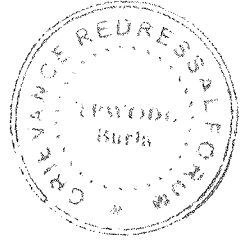
Written Note of Argument of M/S B R Steel & Power (P) Ltd during the course of hearing on 13.08.2024 represented by Authorized representative and CEO of M/S B R Steel and the details are as below:

- 1) That M/s. B.R. Steel & Power (P) Ltd. is a Consumer under "Mini Steel Plant Category Tariff". Initially M/s. B.R. Steel & Power (P) Ltd. had applied for a permanent connection with a Contract Demand of 4500 KVA observing all departmental formalities.*
- 2) Initially permission for power supply of 4500 KVA was given by WESCO Utility side letter no. WESCO/COM/PS/SA-04(B)-456 (6) dt. 8-5-2020.*
- 3) Though a liquidation process M/s. B.R. Steel & Power (P) Ltd. has taken over M/s. "Rathi Steel & Power which was disconnected since long. As understood the outstanding energy bill was adjusted from the available Security Deposit of M/s. Rathi Udyog ltd.*
- 4) However, there was some outstanding dues on Electricity Duty to be paid to the Govt. of Odisha through E.I.C. cum C.E.I., Govt. of Odisha by M/S. Rathi Udyog Limited.*

There was communication from EIC-cum-CEI, Govt. of Odisha to Dept. of Energy regarding collection of arrear electricity dues of M/s. Rathi Udyog Ltd.

Govt. of Odisha vide Letter No. 34g7 dt. 13-03-2020 had clarified that since M/s. B.R. Steel & Power has acquired through a liquidation process, the at rear is to be collector Iron M/s. Rathi Udyog Ltd. or the Liquidator Bank, but not from M/s. B.R. Steel & Power (P) Ltd. In the same letter i was directed to supply power to M/s. B.R. Steel & Power (P) Ltd. temporarily for a period of 6 months to start the operation.
- 5) Accordingly electrical inspection was made by Chief Engineer-cum-Chief Electrical Inspector vide Letter No. 758 dated 13-05-2020 for a period of 6 months to avail temporary power supply for starting the plant.*
- 6) It is a known fact that an integrated steel plant with captive generating plant being disconnected for years together will take some time to make the plant operable. That is the reason why Dept. of*

Final Order(GRF Case No 430/2024)



[Signature]
Grievance Redressal Forum
TPWODL, Burla - 768017

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Energy, Govt. of Odisha had allowed 6 months temporary supply to start the operation. This should be taken in Letter and Spirit.

No where in the letter of Deptt. of Energy it is mentioned that beyond 6 months, power supply to be given subject to recovery of outstanding electricity duties from M/s. Rathi Udyog Ltd.

- 7) As per regulation 138 (P) "Temporary Supply" of OERC Distribution (Conditions of Supply) Code 2019 which reads as: -

"The Category relates to supply of Power to meet temporary needs on special occasion including marriage or other ceremonial functions, fair, festival, religious functions or seasonal business or for construction of residential houses complexes, Commercial Complexes, industrial premises provided that such power supply does not exceed a period of 6 months."

- 8) COO, WESCO Utility vide their Letter No. WESCO/Com-SA-04(B)/944(5) dt.24-08-2020 had written to Chief Engineer-cum-Chief Electrical Inspector, Western Zone, Sambalpur regarding further course of action to be taken on the application for permanent power supply by M/s. B.R. Steel & Power (P) Ltd.

Since the outcome of the letter has not been communicated to M/s. B.R. Steel & Power (P) Ltd. and since the Power supply to M/s. B.R. Steel & Power (P) Ltd. is continuing uninterruptedly and as per the agreement executed between M/s. B.R. Steel and WESCO Utility Clause (1) Duration of Agreement which reads as **"This agreement shall commence from the date of execution and shall continue to be in force until the expiry of (06) Six months only from the date of supply pursuant to the agreement and thereafter shall so continue until the same is determined by either party giving to the other, two calendar months' notice, in writing of its intention to terminate the agreement"** The connection so provided by WESCO Utility to M/s. B.R. Steel temporarily for an initial period of 6 months, can be treated as deemed PERMANENT.

- 9) In the initial 6 months of power supply since it was of temporary nature the tariff applied was as per the tariff order, i.e. 10% in excess of the tariff under "Mini Steel Plant" Category. The Consumer has also paid the bill.

- 10) Initially the billing was made at Consumer's premises. All on a sudden after WESCO Utility was taken over by TPWODL, on 19-04-2022 vide letter no. 158 (6), Head C & MM and Commerce intimated that power supply was being availed at 33 KV dedicated feeder emanating from 33/11 KV Chaurpur PSS end and billing to be made at 33/11 KV PSS end unilaterally, although the line is not a dedicated one, since the entire 33 KV line from 220/132/33 KV Katapalli Grid S/S to Chaurpur 33 KV PSS, there are only two consumers namely B.R. Steel and 33/11 KV Chaurpur PSS. With the above Head C & MM and Commerce TPWODL ratified that power supply to B.R. Steel is a permanent one.

- 11) Unfortunately, 10% extra billing was continuing in the name of temporary supply which contradicts each other. On the other hand, it is a sheer harassment to the consumer.

Time and again representatives of M/s. B.R. Steel had approached erstwhile WESCO Utility and TPWODL for regularization of the connection but not done with a plea that the land has not been transferred in the name of B.R. Steel.

12) In November, 2021, M/s. B.R. Steel submitted a document of M/s. ACRE with the sale certificate which was also not recognized by TPWODL with a verbal instruction that land transfer document is needed for regularization of the connection.

13) After regularization of the Land Deed again on 28-02-2023 M/s. B.R. Steel requested for permanent connection. No intimation has been received yet but from May-2023, the extra 10% billing on energy consumption was withdrawn.

14) Now Executive Engineer, SED, Sambalpur has raised an additional bill for differential tariff from June-2023 to May-2024 for an amount of Rs.61,34,120.93 on 24-05-2023.

As per Executive Engineer, SED, M/s. B.R. Steel is yet to deposit additional security deposit and comply the formalities like execution of the agreement. In this connection it is to intimate you that, M/s. B.R. Steel has no intimation from TPWOOL in this regard.

The above additional bill was served during the time when M/s. B.R. Steel has filed a case in the GRF, Burla regarding the supply availed from a dedicated feeder and its authenticity. It seems that this purely intentional and harassing and putting pressure on the Consumer when it asks for justice.

15) The security deposit available with TPWODL is Rs.1,42,80,480/-. So far M/s. B.R. Steel is concern since the additional amount claim is within 10%, we feel this additional security deposit is not required. Also, the security deposit amount is calculated every year as per regulation.

The Plea now taken by TPWODL that additional bill not claimed was due to mistake. But it is felt that it is nothing but harassment and put pressure on the consumer because of filling of the case in GRF.

M/S B R Steel finding no way and as directed by the Learned President of GRF during the hearing of the case No BRL/225/2024, M/S B R Steel & Power has filed as case before the GRF to adjudicate on the extra billing and conversion to permanent one.

16) Regarding application for supply of power in Form 2 as asked by Executive Engineer, SED, Sambalpur. It is to intimate that application in Form 2 has already been submitted right from the beginning and has also been acknowledged by WESCO Utility as per the letter of CEO, WESCO Utility vide Letter no. 944 (5) dt. 24-08-2020 to C.E.-cum-CEL, Western Zone, Sambalpur.

Agreement has already been executed as is continuing as no notice has been served by either party for termination of the agreement.

17) Electricity bill is being paid regularly which can be checked by TPWODL at their end.

18) Although we are paying electricity duty regularly in the energy bill presented by TPWODL, and the electricity duty on captive generation is paid regularly, it is felt that it is not required for a permanent connection.

19) It is further to retaliate that the outstanding electricity duty pertains to M/s. Rath Steel and was duly clarified by Deptt. of Energy that the outstanding electricity duties are to be collected from M/s. Rath Udyog Ltd. or the official liquidator since the unit has been taken over by M/s. B.R. Steel & Power Pvt. Ltd. without liabilities through a liquidation process (Refer Annexure-2).

20) During the course of argument by representative of opposite party following points were raised.

- I.** The Petitioner has not gone through complaint handling procedure and directly approached GRF and as such the petition is liable for rejection. ”

In this context it is to be mentioned that during the course of hearing of the Case BRL/225/2024, Executive Engineer, SED raised an additional bill and asked to pay which was also mentioned in their written submission. Accordingly, M/s. B.R. Steel in their submission had replied on the additional bill with proper justification. However, members and President of GRF were of the view that since in the prayer of the Case No. BRL/225/2024, the Petitioner has asked about the 33 KV Feeder i.e. whether dedicated or non-dedicated. Learned President advised to the Petitioner before the respondent to separately file a case on the additional bill raised. As Executive Engineer, SED has not objected to it. M/s. B.R. Steel and Power (P) Ltd. had filed a separate petition which is purely valid. Also, Executive Engineer, SED, Sambalpur in his reply submission has not raised any objection on its admissibility.

- II.** The Agreement for power supply is not a temporary connection in the context of regulation but it is a special type of agreement to help the industry to run in the interest of the state.

On the above it is to be mentioned that the agreement is not a temporary connection as per the regulation. In case it is a special type of agreement in that case it needs the prior approval of the Odisha Regulatory Commission which has not been done.

Although as per our observation after 6 months the connection is deemed to be permanent but with a plea of temporary connection Opposite Party has exploited the Consumer by putting pressure and taking 10% extra billing on energy charges with a plea that it is a temporary connection.

In our view no temporary connection can continue for years together without brake, which regulation does not permit.

- III.** Opposite party during the argument had shown to the GRF saying that 10% extra bill on energy charges have been claimed separately with due acknowledgement and they have paid regularly without any objection.

It was told by the Petitioner that no such separate bills have been served. The 10% extra is as energy charges are inbuilt in the energy bill except an additional bill from June, 2023 to May, 2024 have been served separately during the course of hearing in Case No. BRL/225/2024.

The Petitioner agreed to the GRF to submit some of the previous energy bill with calculation separately.

The Petitioner finding no way and under pressure was paying the 10% excess energy bill with a fear that the line may be disconnected.

IV. Opposite party submitted that the Petitioner has to apply in Form No. 2, i.e. application for permanent connection.

After observing all the formalities, WESCO Utility has issued permission for Power supply of 4500 KVA and asked for execution of the agreement.

Because of the letter of Deptt. of Energy subsequently the agreement was for a period of six months to start the operation and to continue the agreement, if no action has been taken by either side to terminate the agreement.

As the agreement is continuing there is no need to further apply in Form-2. It is a simple case of regularisation of the connection.

V. The respondent has asked for submission of the E.D. clearance certificate before converting it to permanent connection.

VI. In this regard the Petitioner has argued that the respondent has not gone through the letter of Deptt. of Energy, Govt. of Odisha properly. It is clearly clarified by Deptt. of Energy that the previous outstanding on E.D. is to be collected either from M/s. Rathi Udyog or the Liquidator but not from M/s. B.R. Steel. The present ED on Energy Charges is regularly paid to TPWODL and ED as captive consumption is directly paid to the Electrical Inspectorate of Govt. of Odisha.

VII. The respondent had informed the GRF that M/s. B.R. Steel & Power (P) Ltd. has to do the balance electrical work like a 4-Pole structure and other works before declaring the connection as permanent.

It is submitted by M/s. B.R. Steel & Power (P) Ltd. that the drawing has not been provided and GRF advised them to have joint verification and prepare the drawing for approval and necessary work to be carried out only after approval of the drawing.

It is further submitted that already one 33 KV breaker is available on the HT side of the existing transformer and P/S to the metering cubicle has been given through 33 KV XLPE (E) Cable.

After 4 years of availing power supply and as there is a breaker in this line at 33 KV Chaurpur PPS, erection of a 4 Pole structure with AB switch near the existing S/S may not be required.

The learned GRF may examine this and issue necessary direction which will be binding on us.

In view of the above, it is prayed before the GRF to consider and direct opposite party to withdraw the additional bill served and to declare the connection as permanent from the date of completion of initial period of 6 months and also adjust the excess amount already taken in subsequent bill along with interest.

Sd/-

By the Complainant

(Pratik Kumar Dash)

M/S B R Steel & Power Pvt Ltd

(Seal)

Final Order (GRF Case No 430/2024)


President

Grievance Redressal Forum
T-101, Bhubaneswar - 751007

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OBSERVATION

This Forum has heard both the parties in its hearing on the following dates


1. On 11.06.2024
2. On 20.07.2024
3. On 13.08.2024

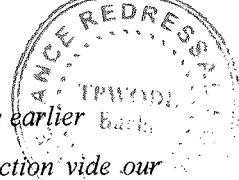
This Forum has also gone through all the documents, records, annexures and written versions of arguments on the date of hearing submitted by both the parties and observes that: -

1. The Complainant M/S B R Steel & Power (P) Ltd applied for 4500 KVA of Power to the opposite party, TPWODL (Erstwhile WESCO Utility) for its operation of Integrated Steel Plant situated at Village-Potapali/Sikirdi, Po-A. Katapali, Dist-Sambalpur
2. In the same premises power supply was earlier provided to M/S Rathu Udyog Limited having consumer Number 4110-0000-0107 with a CD of 4500 KVA since 28th August, 2007. The power supply connectivity was through 33 KV feeder from 220/33 KV GSS of OPTCL. The power supply was disconnected to M/S Rathu Udyog Ltd on 12.08.2014 due to Non payment of outstanding dues. Subsequently M/S B R Steel & Power (P) Ltd has taken over M/S Rathu Steel & Power Ltd through a liquidation process. Upon Communication from Chief Engineer-Cum-C.E.I (W.Z), Odisha, Sambalpur vide his Letter No 758 Dt. 13.05.2020, temporary power supply was provided to M/S B R Steel & Power (P) Ltd, on the strength of the agreement dated 01.06.2020 executed between the licensee and the complainant. Pending electricity duty of M/S Rathu Udyog Ltd.
3. Consequent upon providing temporary power supply, the opposite party in accordance with the Prevalent Tariff Structure have been raising additional bills for differential tariff of 10% every month up to May 2023.
4. The complainant M/S B R Steel & Power (P) Ltd applied for permanent Electric Line Connection to EE, TPWODL, Sambalpur vide L No Dt. 28.02.2023 wherein the complainant has mentioned that "Temporary electric connection was provided to our plant as the land deed was not in our company name. It was in the name of the previous occupant M/S Rathu Steel & Power Ltd. Now it was changed and transferred to our name M/S B R Steel & Power Pvt Ltd after registration of Lease deed of Ac 160.54 of land by IDCO. We are paying extra charges billing by TPWODL every month for temporary connection. We have already taken over the possession of the said land. As the sole owner of the plant Land is M/S B R Steel & Power Pvt Ltd we want a permanent electricity connection to our plant. We are enclosing herewith copy of sale certificate and land possession certificate for your kind information.

Therefore, you are requested to please consider our matter, necessary action may kindly be taken to provide us a permanent electricity connection to our plant at the earliest."

5. Further, on Dt. 30.06.2023 the complainant M/S B R Steel & Power Pvt Ltd has requested to Executive Engineer, TPWODL, Division Office, Sambalpur, Odisha for permanent Electricity connection wherein it has mentioned that:-


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"With reference to the subject cited above, we would like to inform you that, we have earlier requested you for permanent Electricity Connection in the place of temporary connection vide our Letter No Dt. 28.02.2023. During our discussion you have desired that copy of Electrical Inspector report for the purpose. Now we are submitting herewith copies of Inspection report of our plant for the year 2022-23 and 2023-24 for your kind information and necessary action. You are, therefore, requested to please take necessary action at the earliest for the Permanent Electricity Connection to our plant."

6. On receiving the above letter Dt. 30.06.2023 from the complainant, the opposite party promptly took the action to process the application. The Jr. Manager (F&C) of SED, Sambalpur, TPWODL vide his mail Dt. 07.01.2023 at 12.56PM wrote to Sri Jagdeep Singh Sangwan of TPWODL "Regarding Permanent supply to M/S B R Steel & Power Pvt Ltd" wherein he has mentioned that- "As discussed over phone the above consumer who was initially entered into the agreement for temporary supply of power, has informed this office that it could not avail permanent supply due to lack of electrical Inspection. Now, after submitting the electrical inspection the consumer has requested for entering an agreement for permanent supply to the same premises.

Please look into the matter and suggest necessary action to resolve the issue."

7. A detail study of the "Written Notes of Arguments on behalf of opposite party" on 30.08.2024 and the "Note of Arguments by M/S B R Steel & Power (P) Ltd on Dt.12.09.2024 reveals as Follows; -

In clause 3 of the same, the opposite party have argued that – *"The present case is not maintainable before the Ld. Forum and for that the same is liable to be dismissed. The Complainant without exhausting the available remedy of approaching the licensee/Opposite Parties through Complaint Handlin Procedure (CHP) as per provision under Req. 4(1) of (the OERC (GRF and Ombudsman) Regulations, 2004 read with Req. 157 of (the OERC Distribution (Conditions of Supply) Code, 2019 has directly approached this Ld Grievance Redressal Forum, Burla. Therefore, the Ld. Forum may be pleased to dismiss the present case, and the Complainant may be directed to approach the Opposite Parties through the Complaint Handling Procedure for redressal of its grievances."*

In response to this, the complainant has furnished their arguments vide clause 20 of the "Note of the Argument" submitted to this Forum on 12.09.2024 as follows-

(I) *"During the course of argument by representative of opposite party, following point was raised- The Petitioner has not gone through complaint handling procedure and directly approached GRF and as such the petition is liable for rejection. "*

In this context it is to be mentioned that during the course of hearing of the Case BRL/225/2024, Executive Engineer, SED raised an additional bill and asked to pay which was also mentioned in their written submission. Accordingly, M/s. B.R. Steel in their submission had replied on the additional bill with proper justification. However, members and President of GRF were of the view that since in the prayer of the Case No. BRL/225/2024, the Petitioner has asked about the 33 KV Feeder i.e. whether

dedicated or non-dedicated. Learned President advised to the Petitioner before the respondent to separately file a case on the additional bill raised. As Executive Engineer, SED has not objected to it. M/s. B.R. Steel and Power (P) Ltd. had filed a separate petition which is purely valid. Also, Executive Engineer, SED, Sambalpur in his reply submission has not raised any objection on its admissibility."

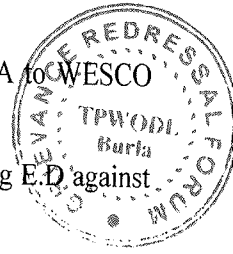
8. Further vide clause 4 of the said written note of Arguments on behalf of opposite party it is stated that – "The Complainant had initially applied for a permanent electricity connection to its industry with a Contract Demand of 4500 KVA. Accordingly, the Opposite Parties vide its letter no. WESCO/COM/PS/SA-04(B)-456(6)/dated 08/05/2020 issued permission for execution of agreement for supply of power to the Complainant's premises subject to compliance of terms and conditions of the permission letter & also all the formalities of law. The office of the Chief Engineer-cum-Chief Electrical Inspector, Western Zone, Sambalpur objected such proposed supply due to pending electricity duty (ED) against the premises. However, the Govt. of Odisha vide its Lt. No. 3487 dated 13/03/2020 intervened in this matter and requested the Chief Electrical Inspector to explore all legal possibilities to recover the government dues from the erstwhile owner of the premises and to provide temporary electricity connection to the Complainant's industry. Although considering the purpose of use of electricity, temporary supply to the Complainant's premises is not permissible, as a special case in response to the invention/suggestion of the Energy Department, Govt. of Odisha and considering the socio-economic factors, the Opposite Parties issued amended permission letter to the Complainant for temporary power supply and consequently, an agreement dated 01/06/2020 for temporary power supply was executed between the Opposite Parties and the Complainant. The duration clause of the aforesaid agreement is produced below for reference of the Ld. Forum -

(1) Duration of Agreement: This agreement shall commence from the date of execution and shall continue to be in force until the expiry of **(06) Six Months only** from the date of supply pursuant to this agreement, and thereafter shall so continue until the same is determined by either party giving to the other, two calendar months' notice, in writing, of its intention to terminate the Agreement.

A simple perusal of the above-stated sequence of events and the duration clause of the agreement dated 01/06/2020 clearly evidences that such agreement is special in nature to the extent that the execution of the agreement is based upon the direction of the Govt. of Odisha. It is submitted that this agreement being sacrosanct and binding, the parties to the agreement must abide by the terms and conditions of the agreement that they themselves have agreed upon. Further it is emphasized that the duration clause of the agreement clearly states that the agreement even after the expiry of 6 months shall continue to remain in force as it is, with the power supply remaining temporary in nature until either party decides to terminate the agreement by giving to the other two months' notice in writing".

The complainant has responded to the above facts in its Note of Argument submitted to this Forum on 12.09.2024 vide its clause No 02 to 05-(02),(03),(04),(05)- as under-((02),(03),(04),(05))

At this point of arguments, this Forum has observed from a simple perusal of the sequence of events that :-



- I. The complainant firm first applied for a permanent power supply of 4500KVA to WESCO Utility during early 2020.
 - II. The EIC, WZ, Sambalpur objected to the proposed power supply due to pending E.D against the premises.
 - III. However the Govt of Odisha, Deptt of Energy vide its Letter No 3487 Dt.13.03.2020 to the EIC(Electricity) cum PCEI, Odisha, Bhubaneswar with Memo No 3488 Dt. 13.03.2020 to M/S B R Steel & Power Ltd, Sambalpur had requested the EIC to explore all legal possibilities to recover the Government dues from the earlier owner/official liquidator i.e M/S Rathi Steel & Power Ltd, Sambalpur since the unit has been taken over by M/S B R Steel & Power Pvt Ltd without liabilities through a liquidation process and to provide Temporary Electricity Connection to M/S B R Steel & Power Pvt Ltd to start operation. This order of Govt of Odisha, Deptt of Energy was communicated to WESCO Utility vide L No 758 Dt. 13.05.2020 as it is clear from the Written Statement of opposite parties signed by EE, SED, Sambalpur on Dt.09.07.2024 and submitted to this Forum by DFM, SED, in person on the date of hearing on 20.07.2024.
 - IV. Meanwhile, on 08.05.2020 a "Power supply permission to M/S B R Steel & Power Pvt Ltd for 4500 KVA for their sponge Iron Plant under SED, Sambalpur from 33KV Katapali-Chaurpur feeder emanating from 40 MVA, 132/33 KV GSS Katapali" has been issued by Head Quarter Office, Burla Deptt of Commerce. Further, in this Permission Order ,in the N.B Paragraph there is also mention of an earlier Permission Order No WESCO/COM/PS/SA-04-321(6) Dt. 16.03.2020, which was earlier issued.
 - V. In the copy of agreement executed this Forum has observed that the said agreement has been made on 01.06.2020 vide permission Letter No (1) WESCO/COM/P.S/SA-04(B)-454(6) Dt. 08.05.2020 and 489(6) Dt. 13.05.2020 and No 495(5) Dt.15.05.2020.
- From the above this Forum has observed that there has been a number of permission letters issued to the complainant on 16.03.2020, 08.05.2020, 13.05.2020 and finally on 15.05.2020 and agreement was executed on 01.06.2020 and Temporary power supply was given on 31.05.2020 for a period of six months as declared by opposite party in its written statement signed by EE,SED, Sambalpur on 09.07.2024 and submitted to this Forum on 20.07.2024.

9. As per clause 5 and 6 of the "Written Notes of Arguments on behalf of Opposite Parties" submitted to this Forum through E-Mail Dt.30.08.2024 it is stated that: -

"Pursuant to the execution of the agreement, the Opposite Parties after issuing monthly energy bills, separately claimed 10% additional bills for temporary supply as per prevailing tariff, in response of which the Complainant has also kept on paying the additional bills even beyond t@ period of six months without any objection, since the power supply agreement has been continuing even after the period of six months as per the terms of the agreement. However, due to a bona fide oversight the Opposite Parties could not raise additional bills for the period from June 2023 to April 2024. But during verification, the short billing of the Complainant industry was detected and

consequently, the Opposite Parties have rectified their mistake and have raised an additional demand of Rs. 61,34,120.93/- for the afore-mentioned period in the month of May 2024. The Opposite Parties are legally entitled to raise differential bills after detection of a mistake and it is well within the provision of Section S6(2) of the Electricity Act, 2003. As per the judgement of the Hon'ble Supreme Court of India in *M/s Prem Cottex Vrs. Uttar Haryana Bijli Vitran Nigam Ltd (Civil Appeal No. 7235 of 2009)* which has been followed in subsequent cases, even after expiry of two years the licensee can raise differential bill for the past period due to its bona fide mistake. Hence, raising of afore-mentioned differential bill of Rs. 61,34,120.93/- against the Complainant is legally justified and the Complainant is legally bound to pay the same.

It is emphasized that even after the expiry of the initial period of 6 months of the agreement, the Complainant dutifully kept on paying the 10% additional bill raised by the Opposite Parties for a period of more than two years and never objected to such additional bills prior to the institution of this present case. Such an expressed and willing act of the Complainant to keep on paying the 10% additional bills even after the expiry of six months clearly evidences that the Complainant very well understood and accepted that the power supply still remained temporary as was originally, even after the expiry of six months of the agreement."

10. In response to the above argument of the opposite party, the complainant has submitted a counter arguments vide clause 20(iii) of "Note of Argument" submitted to this Forum on Dt.12.09.2024 which states that :-

"20(iii)- Opposite party during the argument had shown to the GRF saying that 10% extra bill on energy charges have been claimed separately with due acknowledgement and they have paid regularly without any objection.

It was told by the Petitioner that no such separate bills have been served. The 10% extra is as energy charges are inbuilt in the energy bill except an additional bill from June, 2023 to May, 2024 have been served separately during the course of hearing in Case No. BRL/225/2024.

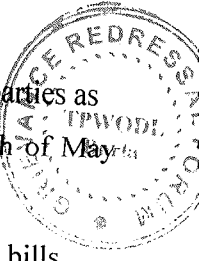
The Petitioner agreed to the GRF to submit some of the previous energy bill with calculation separately.

The Petitioner finding no way and under pressure was paying the 10% excess energy bill with a fear that the line may be disconnected."

This Forum has meticulously studied the Energy Bills of the licensee to the complainant industry and found that the 10% extra amount has been added in the bills itself under the Head- Sundry Adjustment (B) Debit- up to the Bill month of June 2023.

For the bill from the bill month of July 2023 to April 2024 no such additional bill under the head "Sundry Adjustment" has ben calculated in the monthly Electricity Bill served to the complainant.

This Forum has observed the following facts from the above arguments by both the parties as



- I. 10% extra amount has been charged in the bills itself up to the Bill month of May 2023.
- II. From bill month of June 2023 till April 2024 no such amount was claimed in bills.
- III. On Dt. 24.05.2024 Vide L No 549(2) to the complainant, the EE, SED, Sambalpur has claimed an amount of Rs.61,34,120.93 as an additional bill of 10% higher tariff for the period from June 2023 to April 2024.
- IV. Further as the 10% extra bills are not claimed separately in an additional bill as claimed by the opposite party in its written version of Arguments the counter arguments of the complainant is judiciously acceptable to this Forum that – “the petitioner finding no way and under pressure was paying the 10% excess energy bill with a fear that the line may be disconnected.

It shows the deep anguish of the consumer and this Forum also takes this fact with a heavy heart that the consumers are put to remain under threat of getting their Power supply disconnected and hence are paying the amounts as asked by the license without complain. This does not constitute an healthy and ethical practise in the past of the opposite party at present looking at the high morale standard of practise of Tata Group of Company.

11. Further, this Forum examined the contents under Cl (7) of the “Written Notes of Arguments on behalf of the opposite parties” which states that –

*“That there was no ambiguity with respect to the power supply remaining temporary in the mind of the Complainant is further proved by the correspondences made by the Complainant to the Opposite Parties. It is submitted that the Complainant issued letters dated 28/02/2023 and 30/06/2023 to the Opposite Parties. In both the letters, the Complainant had requested for **“permanent electricity connection to M/s. BR Steel & Power Pvt. Ltd.”** Without complying the formalities of law. A simple perusal of both the letters is enough to ascertain that the Complainant very well understood and acknowledged that the power supply to its premises was temporary in nature and for which the Complainant was requesting the Opposite Parties for a permanent electricity connection. However, it is pertinent to note here that after execution of agreement for temporary supply the Complainant has never formally applied for a permanent power supply and therefore, a mere verbal/written request does not by any stretch of imagination hold the Opposite Parties contractually liable to provide permanent power supply to the Complainant industry.”*

In response to the above, the complainant has submitted its counter arguments in clause-12 and clause-13 of their “Note of Argument” which states that-

“Clause-12- In November, 2021, M/s. B.R. Steel submitted a document of M/s. ACRE with the sale certificate which was also not recognized by TPWODL with a verbal instruction that land transfer document is needed for regularization of the connection.

Member
National Consumer Disputes Redressal Commission
TPWODL, Bhubaneswar

Clause-13- After regularization of the Land Deed again on 28-02-2023 M/s. B.R. Steel requested for permanent connection. No intimation has been received yet but from May-2023, the extra 10% billing on energy consumption was withdrawn."

Examining the above arguments presented by both the parties, this Forum observes that- The opposite party have been serving the 10% extra bills from the date of power supply up to the month of May 2023 and the complainant industry was paying the same regularly.

In continuing to observation as above this Forum has also gone through the records & documents submitted/available, written versions of both parties as well as recall the hearings conducted from time to time and written version of Arguments of parties that the property of Rathi Steel & Power Ltd was sold to B R Steel & Power (P) Ltd without any liabilities including statutory & Govt dues of Borrower attaching to it which liabilities to be continued to be that of borrower only as mentioned in the sale certificate signed on 30.01.2021 by Authorized Officer Assets Care & Reconstruction Enterprise Ltd, Mumbai with intimation about sale to Engineer-In-Chief (Elect) Cum Principal Chief Electrical Inspector, Dept of Energy Odisha along with WESCO & GRIDCO by Sr. VP of Assets Care & Reconstruction Enterprise Ltd, Mumbai. The land property was taken over by GM, B R Steel from Land officer IDCO on 13.10.2023. After completion of sell through liquidation process, M/S BR Steel & Power (P) Ltd has applied for permanent power supply to opposite party on 18.03.2020 & communication was made on same date to AO, WESCO Utility along with documents where it is found that the application number was allotted as 24/28.04.2024 and in that communication the complainant has requested for change of ownership as well as electricity connection of 33KV. The above communication was with application in Form No-2 duly filled up clearly mentioning for permanent power supply. The COO, WESCO Utility has issued permission on 08.05.2020 vide L No WESCO/Com/PS/SA-04(B)-454(6) basing on the communication of the complainant on 18.03.2020 & referring the communication of SEEC, Sambalpur through L No 264(2)/03.02.2020. Although L No 264(2)/03.02.2020 of SEEC, Sambalpur is available in this Forum as provided by opposite party after repeated communication but it did not submit the Line Diagram & Form-2 which were mentioned in the above letter. The SEEC, Sambalpur in L No 264(2)/03.02.2020 has mentioned that w.r.t L No WESCO.Com/PS/SBP-New-2019-1112 (3) Dt.03.12.2019 of General Manager (Com), Wesco Utility, Burla but the same was not available in this Forum as it was not submitted by opposite party in spite of follow up from time to time. The permission so issued on 08.05.2020 was amended on 13.05.2020 w.r.t L No WESCO/Com/PS/SA-04(B)-454 (6) Dtd. 08.05.2020, 264(2)/03.02.2020 of SEEC, Sambalpur as well as L No Nil/Dt.18.03.2020 & 12.05.2020 of the complainant. The amendment has been made for clause No 3 & 15 of permission dt.08.05.2020 whose details are as below:-

Clause No-3. Tariff shall be applicable under: Mini Steel Plant

Clause No 15. If the consumer is not prepared to take power supply through a pre-payment meter as not able to procure a pre-payment meter as per standard specified by Central Electricity Authority (Installation & Operation of meter) Regulation, 2006 (with amendment from time to time), he should deposit Ra.1,42,80,480/- (Rupees One Crore Forty two lakhs Eighty thousand four hundred Eighty Only) towards security Deposit for availing 4500KVA load before execution of agreement and can not insist/claim for supply of power to his premises through a pre-payment meter. The mode payment of security deposit is only in Demand Draft, in favor of Administrator WESCO Utility, payable at Sambalpur (For E-Payment the detailed is enclosed herewith.)

The COO of WESCO Utility has further amended the power supply permission on 15.05.2020 vide L No WESCO/Com/PS/SA-04(B)/496(5) by referring power supply permission Dt.08.05.2020 & 13.05.2020 as well as L No 264(2)/03.02.2020 of SEEC, Sambalpur along with L No Nil/Dt.18.03.2020 & 12.05.2020 of the complainant where It is found that the clause No 2 was amended as given below:-

“Contract Demand Shall be :-4500KVA for a period of six months Temporarily as per Regulation 138(p) of OERC (CS) Code,2019 to start the operation”.

The opposite party has executed the agreement on 01.06.2020 w.r.t power supply permission letters issued on 08.05.2020, 13.05.2020 & 15.05.2020 where in clause No 1 of agreement it was mentioned about duration of agreement- “shall continue to be in force until the expiry of 6 **SIX Months only** from the date of supply pursuant to this agreement, and thereafter shall so continue until the same is determined by either party giving to the other, two calendar months’ notice, in writing, of its intention to terminate the Agreement.


Provided that after the initial period of agreement if power supply remains disconnected for a period of two months for non-payment of tariff or non-compliance of the directions issued under the OERC Distribution (Conditions of Supply) Code, 2019 and no restoration of power supply, the agreement of the Licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the two months period from the date of disconnection without further notice.”

Basing on the agreement executed on 01.06.2020, E.E, SED, Sambalpur had communicated the checklist to S.E, MRT, Burla & SDO, Hirakud Vide L No 1503 (2) on Dt. 02.06.2020 and accordingly MRT, Burla has installed the meter bearing SL No WES48494 which was also acknowledged by consumer’s representative signing in the consumer energy meter test report & it is found that the power supply was energized on 02.06.2020. The first bill was raised on Dt.01.07.2020 to the complainant for the month of June 2020 on regular basis & thereafter served the additional bill considering 10% extra towards temporary supply for Rs.637944.04 w.r.t Regulation 138(P) & calculation sheet as per tariff order was submitted to this Forum for reference and the process of additional bill was continued and debited in billing of the complainant in subsequent months billing up to May 2023 but not levied any additional bill for the period from June 2023 to April 2024. On 28.02.2023, the complainant has requested for permanent electric line connection & submitted the communication to E.E, SED, Sambalpur. The brief details of the letter is as below: -

“We had taken over the plant of M/S Rathi Steel & Power Ltd through the bank liquidator M/s Assets Care & Reconstruction Enterprise Ltd, New Delhi under SARFAESI, having without any liabilities of previous company. The sale certificate also received by us from the liquidator. Temporary electricity supply connection was provided to our plant as the land deed was not in our company name. It was in the name of previous company M/s Rathi Steel & Power Ltd. Now it was changed and transferred to our name BR Steel & Power Pvt Ltd after registration of lease deed Ac.160.54 pf land by IDCO. We are paying extra charges billing by TPWODL every month for the temporary connection. We have already taken over the possession of the said land. As the sole owner of the plant land M/s BR Steel & Power Pvt Ltd. We want a permanent electricity connection to our plant. We are enclosing here with the copy of sale certificate & possession certificate for your kind information.”

Further, on 30.06.2023 the above complainant has again approached to E.E, SED, Sambalpur for permanent electricity connection by submitting the Annual Inspection report conducted on 19.06.2023 by Chief Engineer Cum CEI (WZ) Odisha, Sambalpur. The brief details of the communication is given blow: -

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“We would like to inform you that, we have earlier requested you for permanent Electricity connection in the place of temporary connection vide our letter Dt.28.02.2023. During our discussion you have desired the copy of Electrical Inspection report for the purpose. Now we are submitting herewith copies of Inspection report to our plant for the year 2022-23 and 2023-24 for your kind information and necessary action.”

Considering the documents, hearings were conducted where it came to the knowledge of the Forum that the applications so submitted on 28.02.2020 & 30.06.2023 were kept pending by opposite party due to want of documents and non-clearance of arrear of previous owner which might not be the proper reply. However, it is seen that after receiving the request letter of the complainant on 28.02.2020 and 30.06.2023, JM(F) Sri Sanjeev Kumar Mishra has intimated to Sri Jagdeep Singh Sanwan, HOD, NSC, TPWODL for decision on permanent power supply on 01.07.2023 through E-mail whose brief details are given below: -**“As discussed over phone, the above consumer who was initially entered into agreement for temporary supply of power, has informed this office that it could not available permanent supply due to lack of Electrical Inspection. Now, after submitting the Electrical Inspection, the consumer has requested for entering an agreement for permanent power supply to the same premise. Please look into the matter and suggest necessary action to resolve the issue.”** but no replay was received in this regard from Sri Sangwan till date rather the opposite party start applying & leavy the additional bill of 10% extra since June 2023 as per tariff order for temporary power supply.

As seen from the above documents, the complainant has not applied for temporary power supply at any point of time rather it is applied for permanent power supply on 18.03.2020 & 12.08.2020 with request by the complainant to consider for permanent power supply connection in place of the temporary power supply connection as released by opposite party as per special order of Govt Of Odisha and executed the agreement thereon as the special case. But the opposite party did not take any steps despite request & production of documents. By doing so, the inaction of opposite party is clearly evident. Further, it came to the knowledge of this Forum from L No 264(2) of SEEC, Sambalpur that the complainant has applied for power supply on or before 03.02.2020 but as above letter & copy of Form-2 was not produced by opposite party despite repeated asking for the same, hence, it is not confirmed about status of application & whether applied for permanent or temporary so, it is to be assumed as permanent power supply as because in other periods, the applications were for permanent power supply by complainant. The power supply was effected to the complainant on 02.06.2020 basing on the documents of complainant & with reference to permission issued by opposite party as well as agreement executed by both parties. The form-2 is a standard agreement format prescribed by Honorable OERC but the opposite party made that agreement specially by changing the standard format without approval of Hon'ble **OERC under Regulation 139** but it followed the direction as in L No 2130/14.11.2020, 1300/03.11.2020 & 758/13.05.2020 of CE-Cum-CEI(WZ), Sambalpur along with the direction of **FA Cum Additional Secretary (Finance Dept) Govt of Odisha** in L No 3487/13.03.2020 & L No 1660/08.05.2020 of EIC (Elec.) Cum PCEI (Odisha), BBSR to CE-Cum CEI(WZ), Sambalpur as well as in violation of the Regulation 23- **“neither estimate has been made nor demand was raised for the advance payment”** from the complainant is not acceptable by this Forum who has been provided with the power supply under Regulation 138(P) & w.r.t tariff order for extra 10% on the complainant where it is also seen that under Regulation 138(P)- **“the power supply does not exceed a period of six months”** which is not maintained as mentioned in Regulation by Opposite Party. The Said Regulation (23) is given below-

“Service lines for temporary connections shall be laid by the licensee/supplier where possible and estimate cost for laying and removing such electric line/service lines, transformers etc. together with estimate energy charge shall be paid by the applicant in advance on demand by the licensee/supplier.”

The COO, WESCO Utility on 24.08.2020 vide L No WESCO/Com-SA-04(B)/944(5) asked to CE-Cum-CEI,(WZ),Sambalpur about permanent power supply w.r.t Memo No 864/30.05.2020 whose details are as below:-

“BR Steel & Power Pvt Ltd has applied permanent power supply for a load of 4500 KVA to their plant premises at Potapali, Sikirdi, Po-A.Katapali, Dist-Sambalpur. It is to mentioned here that the initial power supply to M/s BR Steel & Power Pvt Ltd, was issued temporarily for 6 months as per the letter under reference and power supply was given on Dt 02.06.2020 for a load of 4500 KVA at 33 KV. In this regards you are requested to communicate further course of action to be taken on the application for permanent power supply by M/s BR Steel & Power Pvt Ltd.”

Further, COO Wesco Utility, Burla on 03.11.2020 vide L No WESCO/Com-SA-04(B)/1300(5) has sought clarification from CE-Cum-CEI, (WZ), Sambalpur about the permanent power supply and the content of the letter is as below: -

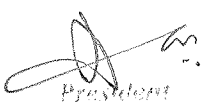
“It is to mention here that the initial power supply to M/s BR Steel & Power Pvt Ltd, was issued temporarily for 6 months as per letter under reference and power supply was given on Dtd 02.06.2020 for load of 4500 KVA at 33 KV. In this regards you are requested to communicate further course of action to be taken on the application for permanent power supply to M/s BR Steel & Power Pvt Ltd for load of 4500 KVA at 33 KV to their plant premise at Potapali, Sikirdi, Po-A.Katapali, Dist-Sambalpur vide this office letter under reference. We have not yet received any replay to this office letter under reference regarding permanent power supply to M/s BR Steel & Power Pvt Ltd. It is once again requested to comment at an early date as the consumer is enquiring about the status of his application for permanent power supply.”

Again Authorized Officer WESCO Utility, Burla has written letter about permanent power supply to the complainant vide its LN-WESCO/Com-SA-04(B)/1477(6) Dt.04.12.2020 w.r.t L No 2130/04.11.2020,& 758/13.05.2020 of CE-Cum-CEI,(WZ),Sambalpur , L No 1300/03.11.2020 & 944/24.08.2020 addressed to CE-Cum-CEI,(WZ),Sambalpur as well as L No Nil/Dt14.08.20 & 12.08.2020 of the complainant. The descriptions of the letters are as below: -

“Temporary power supply for 6 months was allowed to M/s BR Steel & Power Pvt Ltd for a contract demand of 4500 KVA at 33 KV on 02.06.2020. The consumer applied vide L No Nil/Dt 14.08.2020 & 12.08.2020 with duly filled in Form 2 along with necessary documents for availing permanent power supply. In this regard a clearance was sought from CE-Cum-CEI, (WZ), Sambalpur vide L No 1300/03.11.2020 & 944/24.08.2020. In response, the CE-Cum-CEI, (WZ), Sambalpur wrote to your good office vide L No 2130/04.11.2020 for necessary instruction on the subject for taking further action which is still awaited. It is advised to communicate necessary clearance, otherwise we will be constrained to disconnect power supply of the consumer as the period of agreement of temporary supply has already expired since Dt. 01.12.2020.”

As learnt from the above communication, the expiry date of temporary power supply was on 01.12.2020 with the meaning to disconnect the power supply accordingly after expiry of the mentioned period. However, the opposite party neither served the disconnection notice nor disconnected the power supply rather continued the temporary power supply with levy of additional bill of 10% extra without taking any steps to settle the issue

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considering permanent power supply which was applied lastly on 30.06.2023. The levy of additional bill was made up to May 2023 & discontinued/stopped since June 2023 but again started levying from June 2023 to April 2024 and added Rs.61,34,120.93 and from this a dispute arose in the billing and thereafter the levy of additional bill process is going on. In the course of verification it is also observed that the agreement was executed specially w.r.t order of Government & subsequently order of CE-Cum-CEI, (WZ), Sambalpur by changing the standard format of Hon'ble OERC without taking approval for the same by opposite party & also without taking application for temporary power supply from the complainant where in of clause-12 of Form 2 it is clearly mentioned about the power supply i.e, permanent or temporary. In both cases the opposite party has violated the Regulation prescribed for the purpose. In W/S the opposite party has declared that the application for permanent power supply was seized on execution of the agreement which might not be correct as there are more than "one Form 2" with opposite party applied for permanent power supply on or before 03.02.2020, 18.03.2020 & 18.08.2020 and due to want of Form 2 on or before 03.02.2020 the Forum has assumed that complainant had applied for permanent power supply on the above date also. Further, the power supply was effected as a special case & as per special order of Government hence, the applications are laying pending with the opposite party for consideration and not treated as seized on execution of the agreement. During course of hearing & verification of relevant documents it has come to the notice of the Forum that the opposite party has levied additional bill of 10% treating the P/S as "temporary connection" for the period from June 2023 to April 2024 & also as agreed on the appear once before before this Forum in a case which was registered here vide case no BRL/225/2024 and accordingly on 19.06.2024 the E.E, SED, Sambalpur wrote a letter No 625 regarding payment of additional bill for temporary supply for the period from June 2023 to April 2024 as well as asked for documents to submit for permanent power supply agreement after lapses of more than 11 months is quite incorrect in principle & it is a negligence in the part of opposite party to do so & in W/S expressed the same **"has been done wrongly/due to Bona-Fide over sight"** as told during hearing which is doubtful & trying to misguide the Forum and hence not acceptable by this Forum. The brief summary of the letter is as below: -


"It is to intimate you that additional bill for differential tariff of 10% due to temporary power supply nature, has already been served to you for the period from June 2023 to April 2024, which remained unpaid till date. Your request for execution of agreement on appropriate tariff category is still pending in absence of the following necessary:

1. Application for supply of power connection in Form 2 as per Regulation 3 of OERC (Condition of Supply) Code, 2019 (Form 2 Attached).
2. Payment of differential Security Deposit of Rs.1166400.00 (As SD required for 4500 KVA is Rs.1,54,46,880.00 and available SD is Rs.1,42,80,480.00)
3. Clearance of electricity bill till date.
4. Submission of Clearance of Electricity Duty from EIC (Elec)-Cum-PCEI, Bhubneswar and no objection certificate for providing power supply on permanent basis.
5. Certificate of completion of necessary structure as per scope of work submitted vide estimate Dt. 16.05.2020 (copy of the estimate letter is attached)

Please comply with the above formalities at the earliest in order to enable us to provide power supply on permanent basis."

In this connection it is clear that the application for permanent power supply by complainant to opposite party is still valid & not seized on execution of agreement which has already been described above. The payment of ASD of Rs.1166400.00 is supposed to be made by complainant following Regulation 53 & 54 and the opposite party is also to follow the "Regulation 54(3) by issuing notice" to the consumer (including News Paper) 30 days in advance stating the amount payable with supporting calculations but in this case the opposite party has failed to do so & on 19.06.2024 asked for the same to the complainant where it is found that it has not submitted any notice (including News Paper) & also has not provided the calculation sheet which is to be treated as violation of Regulation 54(3) by opposite party and has been done during pendency of the case in this GRF. However, the complainant will pay the ASD within one month on receipt of calculation of opposite party and final order of this Forum. In regards to clearance of bill the final order of this Forum is binding to both the parties. As clearance of ED is concerned, the complainant is paying the ED on regular basis up to Sept 2024 with the hope to pay the ED of Oct 2024 in due date on Nov 2024 and onwards periods also keeping the payment status of ED by complainant but not liable for previous periods before taken over as learnt from the documents of liquidation and Govt order. The complainant has carried out the inspection for the period for 2023-24 and has deposited the inspection fees for 2021-22, 2022-23 & 2023-24 and conducted the inspection on 19.06.2023 which is seen from inspection report number 53/23-24 of CE-Cum-CEI, (WZ), Sambalpur. It may be concluded that without clearance of ED the authorities has not issued inspection report & also never the inspection report issuing authority has raised any objection on pendency of ED on the complainant hence, it is to be treated as "it is not due on complainant" but on objection of current ED pending starting from taken over of the industry by CE-Cum-CEI, (WZ), Sambalpur may be considered and the complainant is liable to pay the same within due time otherwise the inspecting authorities will take action as per law or by the opposite party as per direction of inspecting authorities by way of disconnection of power supply. So, the opposite party cannot hold back the permanent power supply on this ground. For no objection certificate of EIC (Elec)-Cum-PCEI, Bhubneswar for providing power supply on permanent basis is not applicable as neither the power supply was disconnected since expiry of temporary period on 01.12.2020 by opposite party nor as per direction of EIC (Elec)-Cum-PCEI, Bhubneswar or no compliance by EIC (Elec)-Cum-PCEI, Bhubneswar for long period despite intimation, rather from time to time inspections has been conducted after accepting inspection fees and hence, it is found to be feasible to provide the permanent power supply as it was not objected anywhere or by any authorities till date. Keeping the same pending for non-reply for long period cannot be considered as pending but deemed as accepted the proposal of opposite party for permanent power supply and the consumer should not be victimize/debarred from the legitimate rights and accordingly it is deemed as complied for permanent power supply. Although it is mentioned in the L No 625/19.06.2024 about enclosure of estimate but it is not found with us. However, the permission Dt. 08.05.2020 is taken into consideration where it was ordered in case no BRL/225/2024 to complete the incomplete work & during argument at that time of hearing the opposite party has accepted that work was pending as mentioned in **clause No 5 (6 of 5)** of the said permission which the complainant will do subject to confirmation of location by opposite party followed by drawing thereon but as is seen, the complainant has submitted written grievances from time to time for non-providing of the location & diagram due to which the work is pending and is thus not the lapses lying with the complainant but with the opposite party and the Forum believes that the complainant will do the incomplete job soon after receive of the of location & drawing on or before one month and the opposite party could not provide the

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location and diagram although, already it has been delayed as required in the order of previous case no BRL/225/2024 Dt.12.08.2024 & so is to be treated as harassment to the complainant who raised objection for non-completion of the incomplete job, is not at all acceptable due to such activities of opposite party the complainant is suffering with lot of problems and sustained losses.

After going through the W/S of opposite party it is seen that they declared that "Although considering the purpose of use of electricity, temporary supply to the Complainant's premises is not permissible, as a special case in response to the intervention/suggestion of the Energy Department, Govt. of Odisha and considering the socio-economic factors, the Opposite Parties issued amended permission letter to the Complainant for temporary power supply and consequently, an agreement dated 01/06/2020 for temporary power supply was executed between the Opposite Parties and the Complainant."

From this content it is the feeling of the Forum that if the power supply was considered as a special case in response to the intervention/suggestion of the Energy Department, Govt. of Odisha and considering the socio-economic factors, the Opposite Parties issued amended permission letter to the Complainant for temporary power supply and consequently executed the agreement for temporary power supply and the agreement was in force for power supply up to 01.12.2020 but neither there is disconnection of power supply at any point of time till date rather it has been provided the power supply on continuous basis & it is the feeling of the Forum that there is no bar/difficulties to provide power supply and considering the material facts as well as socio-economic factors the power supply should continued and also feels that as there are breakers at site, the necessity of work vide clause 5 (6 of 5) w.r.t permission Dt 08.05.2020 is bearing less importance which has no adverse impact on power supply but the complainant will do as per diagram & location to be provided by opposite party within one month. This Forum is not denying to the claim the bills of previous years **even after expiry of two years the Licensee can raise differential bill for the past period due to its bona fide mistake.** However, as observed it is not the mistake of opposite party but deliberately levied the additional bill to gain the 10% extra as applicable to temporary supply as per tariff order which seems to be unlawful & forced on complainant by opposite party taking the plea in an otherwise manner and is not at all a good practice due to which the consumer will suffer and the socio-economic factors will be effected & turn to national loss. However, the complainant who although had applied on 28.02.2023 & 30.06.2023 and has submitted all records including Electrical Inspection Report, where it is found that the complainant has accepted that the power supply was on temporary basis in letter Dt. 28.02.2023 as already explained in earlier part hence, the same is to be treated as temporary power supply up to 28.02.2023 & to continue up to 30.06.2023 as temporary power supply, as it has not submitted the required documents & inspection report by complainant but to be treated as permanent power supply with effect from 30.06.2023 as because the complainant has submitted all the required documents but no action has been taken by opposite party to do the needful, but after a lapse of more than 11 months it has communicated on 19.06.2024 for payment of additional bill & submission of documents/clearance/clarifications is to be treated as deliberate negligence on the part of opposite party for which the complainant is suffering a lot which is deliberately done by opposite party. As learnt from test report submitted by opposite party & **L No WESCO/Com-SA-04 (B)/944 (5) Dt. 24.08.2020 of COO, WESCO Utility**, although the power supply was effected on 02.06.2020 but reflected in bill as 30.05.2020 & in W/S of opposite party as 31.05.2020. So, the date of initial power supply to be consider as 02.06.2020 basing on the date in the test report. The opposite party should be friendly & co-operative to consumer & to extend the support so that dispute can be settled amicably.

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Hence, the Forum draws the conclusion in the above case as under: -

1. The power supply was effected as a special case by order of Govt of Odisha but without taking any prescribed Form-2 for temporary power supply from the complainant & thus it is to be treated as irregular implementation & violation of Regulation-23 also.
2. The form-2 for permanent power supply applied on or before 03.02.2020, 18.03.2020 & 18.08.2020 is still valid and pending for disposal & not seized due to execution of agreement on 01.06.2020 as power supply has been given as per order of Govt. as a special case.
3. The complainant is not required to submit application in Form-2 again for obtaining permanent power supply because the earlier applications are still valid and pending for disposal & considering which the opposite party should take steps for providing permanent power supply.
4. The complainant has cleared the ED from time to time as observed and found cleared up to Sept 2024 and hope will clear in subsequent months & it is assumed that inspection has already been carried out for 2023-24, there is no objection on ED by concerned authority & hence, clearance is not required and if found objection of ED authority then it should be asked to complainant to submit the clearance but only after consideration of permanent power supply.
5. The complainant is supposed to deposit ASD w.r.t calculation to be provided to complainant by the opposite party as per Regulation 54(3) within one month from issue of this order but the permanent power supply should not be stopped on this ground as it was not claimed in due course of time except in a communication on 19.06.2024 during pendency of the disposal of case in this Forum and has been done deliberately and after complain in GRF by complainant in case no BRL/225/2024.
6. The opposite party is supposed to consider the power supply as "permanent power supply" since 30.06.2024 as applied by complainant & inaction by opposite party is to be treated as unfair practise.
7. The opposite party is supposed to withdraw the additional bill so levied for the period from June 2023 to April 2024 from the billing as well as withdraw the subsequent additional bills (10% extra) so raised by opposite party & also to stop raising additional bill of 10% extra onwards.
8. The opposite party is supposed to withdraw the DPS so levied on the additional bill since June 2023 as the complainant is paying the current bill excluding additional bill & DPS thereon.
9. The opposite party is supposed to allow rebate as the complainant is paying the current bill regularly excluding additional bill & DPS thereon.
10. The opposite party should not cause any further delay in providing the location & diagram to the complainant as ordered in case No BRL/225/2024 which is not followed by opposite party and the complainant should do the job within one month after receiving of location & diagram and w.r.t permission Dt.08.05.2020 of Clause No 5 (6 of 5) for incomplete work but not force any demand to do any further work.
11. The opposite party is directed to treat the date of initial power supply as 02.06.2020 instead of 30.05.2020 as seen from the bill & Written statement as 31.05.2020 but refer to MRT report & Letter No WESCO/Com-SA-04 (B)/944 (5) Dt.24.08.2020 of COO, WESCO Utility.

12. The opposite party should extend the co-operation to the complainant & the complainant will support the opposite party for doing the job for the interest of national benefit.
13. All other problems/outcomes to be settled through mutual consent to avoid further litigation & for the interest & benefit of both parties.

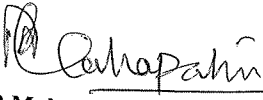
ORDER

After careful consideration of hearing and data submitted by both parties the Forum is pleased to pass the Order as follows.

1. The power supply was effected as a special case by order of Govt of Odisha but without taking any prescribed Form-2 for temporary power supply from the complainant & thus it is to be treated as irregular implementation & violation of Regulation-23 also. The form-2 for permanent power supply applied on or before 03.02.2020, 18.03.2020 & 18.08.2020 is still valid and pending for disposal & not seized due to execution of agreement on 01.06.2020 as power supply has been given as per order of Govt. as a special case. The complainant is not required to submit application in Form-2 again for obtaining permanent power supply because the earlier applications are still valid and pending for disposal & considering which the opposite party should take steps for providing permanent power supply.
2. The complainant has cleared the ED from time to time as observed and found cleared up to Sept 2024 and hope will clear in subsequent months & it is assumed that inspection has already been carried out for 2023-24, there is no objection on ED by concerned authority & hence, clearance is not required and if found objection of ED authority then it should be asked to complainant to submit the clearance but only after consideration of permanent power supply.
3. The complainant is directed to deposit ASD w.r.t calculation to be provided to complainant by the opposite party as per Regulation 54(3) within one month from issue of this order but the permanent power supply should not be stopped on this ground as it was not claimed in due course of time except in a communication on 19.06.2024 during pendency of the disposal of case in this Forum and has been done deliberately and after complain in GRF by complainant in case no BRL/225/2024.
4. The opposite party is directed to consider the power supply as "permanent power supply" since 30.06.2024 as applied by complainant & inaction by opposite party is to be treated as unfair practise.
5. The opposite party is directed to withdraw the additional bill so levied for the period from June 2023 to April 2024 from the billing as well as withdraw the subsequent additional bills (10% extra) so raised by opposite party & also to stop raising additional bill of 10% extra onwards.
6. The opposite party is directed to withdraw the DPS so levied on the additional bill since June 2023 as the complainant is paying the current bill excluding additional bill & DPS thereon.
7. The opposite party is directed to allow rebate as the complainant is paying the current bill regularly excluding additional bill & DPS thereon.
8. The opposite party is directed not cause any further delay in providing the location & diagram to the complainant as ordered in case No BRL/225/2024 which is not followed by opposite party and the complainant should do the job within one month after receiving of location & diagram and w.r.t permission Dt.08.05.2020 of Clause No 5 (6 of 5) for incomplete work but not force any demand to do any further work.

9. The opposite party is directed to treat the date of initial power supply as 02.06.2020 instead of 30.05.2020 as seen from the bill & Written statement as 31.05.2020 but refer to MRT report & Letter No WESCO/Com-SA-04 (B)/944 (5) Dt.24.08.2020 of COO, WESCO Utility.
10. The opposite party is directed to extend the co-operation to the complainant & the complainant will support the opposite party for doing the job for the interest of national benefit. All other problems/outcomes to be settled through mutual consent to avoid further litigation & for the interest & benefit of both parties.
11. The opposite party is directed to submit the compliance on or before one month from the date of issue of this order.

Accordingly, the case is disposed off.

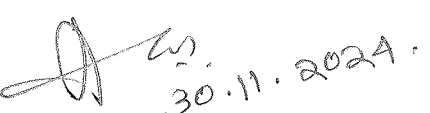

B. Mahapatra 30.11.24
(Co-Opted Member)

Co-opted Member

Grievance Redressal Forum
TPWODL, Burla - 768017


(A.P. Sahu)
Member (Finance)

Grievance Redressal Forum
TPWODL, Burla - 768017


A.K. Satapathy
(President)

Grievance Redressal Forum
TPWODL, Burla - 768017

- Copy to:
1. B.R Steel & power Pvt. Ltd., C/o-Sri Pratik Kumar Dash, At-Potapali/Sikirdi, Po-Katapali, Burla, Dist-Sambalpur.
 2. Sub-Divisional Officer (Elect.) Hirakud, TPWODL, with the direction to serve one copy of the order to the Complainant/Consumer
 3. Executive Engineer (Elect.), SED, TPWODL, Sambalpur.
 4. The Chief Legal-cum-Nodal Officer, TPWODL, Burla for information.

"If the complainant is aggrieved either by this order or due to non-implementation of the order of the Grievance Redressal Forum in time, he/she is at liberty to make representation to the Ombudsman II, Qrs. No.3R-2(S), GRIDCO Colony, P.O:Bhoinagar, Bhubaneswar-751022 (Tel No. 0674-2543825 and Fax No. 0674-2546264) within 30 days from the date of this order of the Grievance Redressal Forums."

This Order can be accessed on OERC website, www.orierc.org under the