

CONSUMER GRIEVANCE REDRESSAL FORUM

ELECTRICAL CIRCLE, ROURKELA

Plot No. UU/9, Civil Township, Rourkela-769004

Phone: (0661) 2952614, E-mail: grf.rourkela@tpwesternodisha.com

Bench

Sri Achyutananda Meher (President), Sri Chitta Ranjan Dash (Member Finance), Sri Girish Chandra Mohapatra (Co-opted Member)

Corum:

Sri Achyutananda Meher ... President
Sri Chitta Ranjan Dash ... Member (Finance)
Sri Girish Chandra Mohapatra ... Co-opted Member

1	Case No.	RKL/ 570 /2024				
2	Complainant	Name & Address:		Consumer No:		
		M/S Sunayana Metal Industries Limited		8130-0000-0271		
		At-Gopapalli, Vedvyas,		Contact No.:		
		PO- Brahmani Tarang, Rourkela, Dist- Sundargarh.		9437044129		
3	Respondent	Name		Division		
		Executive engineer, RED, TPWODL, Rajgangpur.		RED, TPWODL, Rajgangpur.		
4	Date of Application		21.09.2024			
5	In the matter of-	1. Agreement / Termination		✓	2. Billing Disputes	✓
		3. Classification / Reclassification of Consumers			4. Contract Demand / Connected Load	
		5. Disconnection / Reconnection of Supply		✓	6. Installation of Equipment & apparatus of Consumer	✓
		7. Interruptions			8. Metering	
		9. New Connection			10. Quality of Supply & GSOP	
		11. Security Deposit / Interest		✓	12. Shifting of Service Connection & equipment	
		13. Transfer of Consumer Ownership			14. Voltage Fluctuations	
		15. Others (Specify) -				
		6	Section(s) of Electricity Act, 2003 involved		42(5)	
7	OERC Regulation(s):				Clauses	
	1	OERC Distribution (Licensee's Standard of Performance) Regulations, 2004				
	2	OERC (Conduct of Business) Regulations, 2004				
	3	Odisha Grid Code (OGC) Regulation, 2006				
	4	OERC (Terms and Conditions for Determination of Tariff) Regulations, 2004				
	5	Others-OERC Distribution (Conditions of Supply) code, 2019				
		3/12/17/49/58				
8	Date(s) of Hearing		10.10.2024 / 30.10.2024 / 08.11.2024			
9	Date of Order		21.01.2025			
10	Order in favour of		Complainant	Respondent	Others	
11	Details of Compensation awarded, if any.		Nil			
12	Appeared for the Complainant:		Appeared for the Respondent:			
	Sri Bhagabati Prasad Behera Sri Raj Kumar Sharma		Sri Samarash Pal, Executive Engineer Sri Uma Shankar Yadav, Manager (Fin. & Com)			

ORDER

Brief Facts of the Case

The present case has been registered in this forum vide Case No. 570 of 2024. Brief facts pertaining to the case are that the Complainant is a HT-Large Industry consumer having consumer No. 8130-0000-0271 with contract demand of 1400 KVA.

That the Complainant has raised an objection regarding adjustment of Security Deposit against demand charges for uncovered period of initial period of agreement. And, he had requested to give power supply to M/s Sunayana Steels as early as possible.

Gist of Arguments made by the Parties

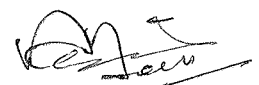

Both parties were present in the hearing. The contentions made by the parties are as follows:

First Submission of the Complainant:

1. The Complainant, M/s. Sunayana Metals Industries Limited (hereinafter as M/s. SMIL) is an Iron and Steel industry and has registered office Gopapali, Vedvyas, Brahmanitarang, Rourkela-769004, Dist- Sundargarh.
2. M/s. SMIL. was a consumer of TPWODL bearing consumer no. is 813000000271 and was having Contract Demand of 1400 KVA and connected at 33 kV voltage level with TPWODL.
3. On 10.01.2017 the Complainant Company entered into an agreement with the WESCO Utility (Now TPWODL) to avail power supply with a contract demand (CD) of 1400KVA at 33KV voltage level. The initial period of the agreement was for five years from the date of supply pursuant to the said agreement.
4. That the Complainant has paid total security deposit of Rs.70,37,410/- (Rupees Seventy Lakhs Thirty Seven Thousand Four Hundred Ten Only) vide M.R No.0946023, Dt.20.10.2016 for Rs.25,00,000/-, M.R No.0946024, Dt.20.10.2016 for Rs.25,00,000/-, M.R.No.0946025, Dt.21.10.2016 for Rs.20,37,410/- in favor of Administrator, WESCO Utility, Burla for availing total load of 1400KVA.
5. That pursuant to the agreement dated 10.01.2017, the Opp. party i.e. TPWODL vide letter No. TECH/204(2) dated 11.01.2017 communicated the Complainant company the sanctioned estimate for installation of I No.33 KV Metering Cubicle with CTR 30/5 Amp for 1400 KVA load at 33KV. The estimated amount and the amount to be deposited by the Complainant company was Rs.2,70,354/- . The Complainant Company accordingly deposited the amount in shape of Bank Draft in favor of Administrator, WESCO Utility (Now TPWODL), Burla.
6. That on 20.01.2017 the Opp. Party No-1 i.e. CEO, TPWODL vide letter no. WESCO /Com/RO/MC-21-181(5) released 33KV metering cubicle with CTR 30/5A to Opp. party No.2 i.e. Executive Engineer, TPWODL for installation in the premises of the Complainant Company.
7. That the Opp. party No.2 i.e. Executive Engineer, TPWODL on 25.01.2017 directed the Sub-divisional Officer (Elect.), Kalunga to energize the power supply to the Complainant

company for the CD of 1400KVA at 33KV with HT metering after observing all the departmental formalities and further directed to inform the Sub- Divisional Officer (MRT), Kalunga to be present at the spot to look after the metering installation and test the meter before energization.

8. The Opposite party again on 03.02.2017 communicated sanctioned estimate of Rs.5,30,530/- (Gross) and amount to deposited by party Rs.29,322/-(Net). The Complainant Company deposited the same as well.
9. That the Complainant Company vide its letter dated 26.02.2020 requested the Opp. party No.2 that, they cannot be able to continue the unit due to some unavoidable circumstances, so power supply to the unit may permanently disconnected and its account may be closed and the electricity bill pending may be adjusted from the amount of security deposit.
10. That on 29.02.2020 the Complainant Company addressed a letter to the Opp. party No.1 thereby requesting to send them the final bill as per regulation 49(v) of the OERC, Distribution (Condition of Supply) Code, 2019 as they have closed their production unit since 27.02.2020 and further requested to adjust the final bill from their security deposit and refund the balance security deposit.
11. That on 04.03.2020 the Complainant Company addressed a letter to the Opp. party No.2 thereby reiterating the facts enumerated in letter dt.29.02.2020.
12. That on 25.05.2020 the Complainant Company addressed a letter to the Opp. party No.1 thereby informing the later that power supply to its unit has been disconnected since March 2020 and prior to that they have already paid energy bill up to December 2020 on 27.01.2020.
13. Further, the Complainant Company reminded the Opp. party No.1 with reference to Regulation 49(v) of the OERC, Distribution (Condition of Supply) Code, 2019 for permanent disconnection of power supply and refund of the security deposit as requested in earlier letters. As the contract demand of the Complainant Company was more than 1 MW, the Complainant Company informed that it was ready to pay the demand charges @20% of the monthly demand charges for the uncovered initial agreement period. Thus, Complainant company informed that it was ready to pay the demand charges up to 25.01.2022 @ Rs.56,000/- (i.e. Rs.280000 x 20%) per month for the remaining period of the initial agreement. The security deposit lying with the Opp. party is Rs.70,37,410/-. So, the Complainant company requested the Opp. party to deduct the same amount along with final bill up to 25.01.2020 from the security deposit and return the balance security deposit amount at the earliest as per regulation 58 of the OERC, Distribution (Condition of Supply) Code, 2019.
14. That Complainant company humbly submits that in reply to the letter dated 04.03.2020 wherein the Complainant company has requested for the final bill as per the regulation 49(v) of OERC, Distribution (Condition of Supply) Code, 2019, the Opp. party No.2 on 10.07.2020 replied to the Complainant company inter-alia stating that same could not be considered due to non-fulfillment of conditions mentioned in the above said regulation. Further as per Regulation 58 of the OERC, Distribution (Condition of Supply) Code, 2019,



out of available security deposit of Rs.70,37,410/- as per record, Rs.43,33,159/- has been adjusted (partly) towards arrear of Electricity Bill payable up to June'2020. Further fixed/demand charges for the uncovered initial period of agreement will be claimed from Complainant company's monthly bill till the effective date of termination of agreement i.e. up to Feb 2022.

15. That the Opp. party No.2 vide office order dated 31.07.2020 informed the Complainant company about the part adjustment of security deposit was made for Rs.43,33,159 as per regulation 58 of the OERC, Distribution (Condition of Supply) Code, 2019 against total security deposit amount of Rs.70,37,410/-. After adjustment of the above amount the security deposit available with the Opp. parties against the Complainant company was Rs.27,04,251/-.

16. That vide letter dated 11.02.2022 the opp. party No.2 informed the Complainant company about termination of the agreement dated 10.01.2017 for contract of 1400 KVA at 33 KV with effect from 01.02.2022 (i.e. 5 years from initial period of power supply) as per regulation 49(i) of the OERC, Distribution (Condition of Supply) Code, 2019. In the said letter the Complainant company was informed to pay the final bill up to 31.01.2022 amounting to Rs.31,95,199/- (after adjustment of Security Deposit of Rs.27,04,251/-). The Complainant Company was asked to pay the amount failing which necessary steps will be taken for realization of the same.

17. Subsequently finding no alternatives, and based on the available legal advice, the Complainant has filed a Writ Petition i.e. W.P.(C). No. 2718/2023 before the Hon'ble High Court in 2023. However, after obtaining proper legal advice, the complainant has withdrawn the writ petition on 25.07.2024 as it believed that the matter comes well under the Hon'ble GRF jurisdiction.

18. In this context the Complainant Company submit the relevant portion of the Regulation 49(v) of the OERC Conditions of Supply Code, 2019 as under:

Regulation 49(v): "However, in case of payment of last bill."

19. That, as per the Regulation 49(v) of the OERC Conditions of Supply Code, 2019 the Complainant falls under this regulation as the Contract demand of the Complainant is 1400 KVA. In the present case the Complainant Company has closed the production unit on 27.02.2020 and requested for disconnection of power supply and termination of agreement w.e.f. 27.02.2020 and adjust the final bill from the security deposit and return the balance security deposit to the Complainant Company. Since agreement is terminated before the expiry of agreement period, therefore the Complainant Company is required to pay demand charge calculated on the basis of 20% of the Contract Demand for the uncovered initial period i.e. for the period 1st March 2020 to 31st January 2022. Further the complainant company submits that the security deposit lying with the Opposite party is Rs.70,37,410/-. The agreement was signed on 10.01.2017 and hence initial period of the agreement was upto 31st January 2022. The opp. Party genuine claim should be Rs.56,000/- (i.e. Rs.280000 x 20%) per month towards demand charges as per the regulation 49(v) of OERC, Distribution (Condition of Supply) Code, 2019 for the period 1st March 2020 to 31st January 2022. However, in the opposite party i.e. TPWODL has calculated Demand

Charges @ Rs.2,80,000/- per month which is wrong and not in accordance with the Regulation 49(v) of OERC Conditions of Supply Code, 2019.

20. In view of the same the complaint prays before the Hon'ble GRF to direct the Opp.party No.2 to provide the final bill calculating the payable demand charges at the rate of 20% of the total monthly demand charges and refund the balance amount to the Complainant Company in accordance with the Regulation 49(v) of OERC Conditions of Supply Code, 2019.
21. The Respondent, M/s. Sunayana Steel having registered office Gopapali, Vedvyas, P.S.- Brahmanitarang, Rourkela-769004, Dist- Sundergarh has sought for a new power connection from TPWODL grid to avail electricity to the tune of 219 kW at 11 kV for their Iron Crusher Unit proposed at Khata No. 128/83, Plot No. 462, Kisam-Karakhana, Gopapali, PS: Brahmanitarang, Tahasil-Lathikata, Dist.Sundargarh, Odisha.
22. That the Respondent M/s. Sunayana Steel has submitted the filled in application form for the new connection as per the standard process mentioned in the Regulation 3 of Condition of supply Code 2019 to the Opp. Party i.e., TPWODL along with all the necessary required document and as well as it has also deposited the processing fees on 10th June 2024.
23. The Opp. Party i.e., TPWODL has informed the Respondent M/s. Sunayana Steel that they have put the application in hold through mail on 20th July 2024 citing the reason that there was a pending Due of Rs. 31,95,199/- against consumer no. 813000000271 which was of M/s. SMIL in the premises where the new connection is required. But the respondent i.e. M/s. Sunayana Steel has informed the Opp. Party i.e., TPWODL that the premises in which the new connection is required is totally different and doesn't have any sort of relation with M/ s. SMIL and requested TPWODL to release the power supply.
24. The Respondent i.e. M/s. Sunayana Steel, has informed the Opposite Parties i.e. TPWODL that all the documents and application for new connection were thoroughly verified by the Opposite Party at the time of submission and as the present applicant has no relationship with the complainant company in which the Opposite Party claims the outstanding amount and requested to the Opposite Party to provide the electricity connection so that they can start the operation.
25. The Complainant Company i.e. M/s. SMIL submits that it has no relationship with the Respondent i.e. M/s. Sunayana Steel. The management of both the Complainant Company i.e. M/s. SMIL and Respondent i.e. M/s. Sunayana Steel are different and they are the tenant of different location having different khata no and plot no. As per the Regulation 17(i) of OERC Condition of Supply Code 2019, the Respondent i.e. M/s. Sunayana Steel is entitled to receive the new power connection, as it has no relationship with the Complainant Company i.e. M/s. SMIL against whom the Opposite Party claims an outstanding amount of Rs. 31,95, 199/-.

In this context the relevant portion of the regulation 17(i) of OERC Condition of Supply Code 2019, is furnished as under:

"17. (i) If the applicant in are settled and paid in full."

In view of the above, the Complainant Company i.e. M/s. SMIL respectfully requests the Hon'ble GRF to direct the Opposite Party i.e., TPWODL to process the application of Respondent i.e. M/s. Sunayana Steel and provide them new power supply connection.

26. The Complainant Company i.e. M/s. SMIL submits that it is supposed to receive an outstanding amount of Rs.27,04,051 along with applicable interest and in such a case TPWODL should not claim Rs. 31,95,199/- from the Complainant Company and hold the application of new power of Respondent i.e. M/s. Sunayana Steel which has no relationship with present complainant.
27. That, the complainant company respectfully submit before the Hon'ble GRF to kindly issue an interim letter during the course of hearing so that respondent M/s. Sunayana Steel can avail power for plant as the plant was incurring financial loss due to unavailability of power.

Second Submission of the Complainant on dt.16.11.2024:

1. The Complainant, M/s. SMIL is an Iron and Steel industry and is having registered office Gopapali, Vedvyas, Brahmanitarang, Rourkela-769004, Dist- Sundargarh. The hearing of the matter before Hon'ble GRF has been completed on 8th November 2024 and the written submission is being submitted as per the direction of Hon'ble GRF.
2. M/s. SMIL was a consumer of TPWODL bearing consumer no. is 8130-0000-0271 and was having Contract Demand of 1400 KVA and connected at 33 kV voltage level with TPWODL.
3. That the Para 1 and 2 of the counter reply of the Respondent are matter of facts and hence needs no reply.
4. That M/s. SMIL has entered into the agreement for the supply of the electrical energy with WESCO (now TPWODL) on date 27th August 2007.
5. That the M/s. Sunayana Metals Industries having consumer no. 146(L) was availing power of 950 KVA but the power supply was disconnected as the agreement was terminated as on date 06.01.2015.
6. Contrary, to the claims of the Opposite Party in Para 3 (VII) and Para 4 the respondent i.e., M/s. SMIL, would like to let the Hon'ble GRF know that after receiving the said letter having letter no. TPWODL/ REV/LARGE/289(8) dated 11/02/2022 the Complainant has filled a Writ Petition WP(C) No. 2818/2023 before the Hon'ble High Court of Odisha on 30/01/2023 and the Opposite Party has also appeared in the Case, therefore the claims of the Opposite party that the "Complainant has disputed the matter after three 3 years" is unfound and untrue.
7. That, the Complainant i.e., M/s. SMIL, would like to inform the Hon GRF that the statements made by the Opposite Party in para 7 of their reply are incorrect as the entire power line and additional infrastructure for power connectivity 'has been constructed by the M/s. SMIL. This can be verified from the Permission Letter and Estimate of Opposite Party which the complainant has received from i.e., WESCO (now TPWODL) while receiving the permission for the power supply for its plant.
8. The Opposite Party i.e., WESCO (now TPWODL) had given permission to the

complainant vide its letter no. WESCO/Com./1119 (6) dated 09.06.2016. As well as the Complainant would like to inform that the HT electrical installation inspection conducted by E.I (T&D) Rourkela on 02.12.2016.

9. That, the Complaint would like to inform to the Hon'ble Commission that according to the Regulation 12 (1) (b) and (c) of the OERC Distribution (Condition of Supply) 2004 that in case any HT consumer wants to avail power supply, then the applicant will have to apply to DISCOM along with processing fees for sanction of estimate so that the estimate for additional infrastructure required for Power Supply connectivity is prepared and submitted to consumer by the DISCOM. In the present case the Complainant i.e., M/s. SMIL., has got the sanctioned estimate from Opp. party i.e. TPWODL vide Letter No. 902(4) dated 03/02/2017 for extension of power supply through 33 kV Cable from 33 kV Chhend-Vedvyas feeder to its plant site. The total estimate was Rs.5,30,530/- and supervision charges was Rs.29,322/-. The Complainant Company accordingly deposited the Supervision Charges of Rs.29,322/- against MR No. A98457170 on 25.01.2017. The complainant has constructed the additional infrastructure utilizing his own funds.

10. That the Complainant company further have deposited an amount of Rs. 2,70,354/- towards the cost of CT/PT metering Cubicle through MR. No. A98449088 on 12.01.2017 for installation of I No.33 KV Metering Cubicle with CTR 30/5 Amp for 1400 KVA load at 33KV. That on 20.01.2017 the Opp. Party No- 1 i.e. CEO, TPWODL vide letter no. WESCO / Com/ RO / MC-2I -181(5) dated 20/01/20 17 released 33KV metering cubicle with CTR30/5 A to Opp. party No.2 i.e. Executive Engineer, TPWODL for installation in the premises of the Complainant Company. In this context the Complainant Company submit the relevant portion of the Regulation 12 (I) (b) and (c) of the OERC Conditions of Supply Code. 2004 as under:

"Regulation 12. 1) b). If supply is requested estimate prepared by the engineer. c) After the deposit fifteen days of demand."

11. The Complainant, M/s. SMIL, respectfully submits to the Hon'ble GRF that the Opposite Party's assertion in paragraph 8 is incorrect. The Complainant has not misinterpreted Regulation 49(v) for any personal advantage. The entire supply line was constructed by the Complainant in accordance with Regulations 12(1) (b) and (c) as referenced earlier and the claim of the Opp. Party is unfound as the Complainant have created an additional infrastructure to get the supply of power and that to made a total investment accordance with the sanction estimated provided by the Opp. Party i.e., WESCO (now TPWODL). Furthermore, the Complainant, M/s. SMIL, does not fall under Regulation 27 of the OERC Conditions of supply Code, 2019 as the Opposite Party has not furnished any remunerative calculation. The supply line extension was not from the feeding substation but from 33 kV Chhend-Vedvyas feeder of TPWODL system, with additional infrastructure

funded and constructed by the Complainant. Therefore, while the Complainant falls under Regulation 49(v), it is not subject to the provisions of Regulation 27 of the OERC Conditions of Supply Code, 2019.

In this context the Complainant Company submit the relevant portion of the Regulation 27 of the OERC Conditions of Supply Code, 2019 as under:

"The cost of extension as per norms fixed at Appendix-I."

12. Contrary, to the claim of the Opposite Party the Complainant has not misinterpreted Regulation 49(v) for any personal benefit. In fact, the Complainant fully complies with Regulation 49(v) of the OERC Conditions of Supply Code, 2019, as it has constructed the additional infrastructure through its own investment, Therefore, the Opposite Party's allegation is baseless.

In this context the Complainant Company submit the relevant portion of the Regulation 49(v) of the OERC Conditions of Supply Code, 2019 as under:

"However, in case of payment of last bill."

13. That, as per the Regulation 49(v) of the OERC Conditions of Supply Code, 2019 the Complainant falls under this regulation as the Contract demand of the Complainant is 1400 KVA. In the present case the Complainant Company has closed the production unit on 27.02.2020 and requested for disconnection of power supply and termination of agreement w.e.f. 27.02.2020 and adjustment of the final bill from the security deposit and return the balance security deposit to the Complainant Company. Since agreement is terminated before the expiry of agreement period, therefore the Complainant Company is required to pay demand charge calculated on the basis of 20% of the Contract Demand for the uncovered initial period i.e. for the period 1st March 2020 to 31st January 2022. Further the complainant company submits that the security deposit lying with the Opp. party is Rs.7037410/-. The agreement was signed on 10.01.2017 and hence initial period of the agreement was upto 31st January 2022. The opp. Party genuine claim should be Rs.56,000/ (i.e. Rs.280000 x 20%) per month towards demand charges as per the regulation 49(v) of OERC, Distribution (Condition of Supply) Code, 2019 for the period 1st March 2020 to 31st January 2022. However, the opposite party, i.e. TPWODL has calculated Demand Charges Rs.2,80,000/- per month which is wrong and not in accordance with the Regulation 49(v) of OERC Conditions of Supply Code, 2019.

14. In view of the same the complaint prays before the Hon'ble GRF to direct the Opp. party No.2 to provide the final bill calculating the payable demand charges at the rate of 20% of the total monthly demand charges and refund the balance amount to the Complainant Company in accordance with the Regulation 49(v) of OERC Conditions of Supply Code, 2019 as the Opp. Party has not provided the final bill till now.

15. The Respondent, M/s. Sunayana Steel having registered office Gopapali, Vedvyas, P.S-Brahmanitarang, Rourkela-769004, Dist- Sundargarh has sought for a new power connection from TPWODL grid to avail electricity to the tune of 219 kW at 11

kV for their Iron Crusher Unit proposed at Khata No.128/83, Plot No. 462, Kisam-Karakhana, Gopapali, PS:Brahmanitarang, Tahasil-Lathikata, Sundargarh.

16. That the **Respondent** M/ s. Sunayana Steel has submitted the filled in application form for the new connection as per the standard process mentioned in the Regulation 3 of Condition of supply Code 2019 to the Opp. Party i.e., **TPWO DL** along with all the necessary required document like PAN, Aadhar Card, GST Certification and as well as it has also deposited the processing fees on 10th June 2024.
17. The Opp. Party i.e., **TPWODL** has informed the Respondent M/s. Sunayana Steel that they have put the application in hold through mail on 20th July 2024 citing the reason that there was a pending Due of Rs. 31,95,199/- against consumer no. 813000000271 which was of **M/s. SMIL** in the premises where the new connection is required. But the respondent i.e. M/s. Sunayana Steel has informed the Opp. Party i.e., **TPWODL** that the premises in which the new connection is required is totally different and doesn't have any sort of relation with M/s. SMIL and requested **TPWODL** to release the power supply.
18. The **Respondent** i.e. M/s. Sunayana Steel, has informed the Opposite Parties i.e. **TPWODL** that all the documents and application for new connection were thoroughly verified by the Opposite Party at the time of submission and as the present applicant has no relationship with the complainant company in which the Opposite Party claims the outstanding amount and requested to the Opposite Party to provide the electricity connection so that they can start the operation.
19. The Complainant Company i.e. **M/s. SMIL** submits that it has no relationship with the Respondent i.e. M/s. Sunayana Steel. The management of both the Complainant Company i.e. **M/s. SMIL** and Respondent i.e. M/ s. Sunayana Steel are different, and they are the tenant of different location having different khata no and plot no. As per the Regulation 17(i) of OERC Condition of Supply Code 2019, the Respondent i.e. M/s. Sunayana Steel is entitled to receive the new power connection, as it has no relationship with the Complainant Company i.e. **M/s. SMIL** against whom the Opposite Party claims an outstanding amount of Rs. 31,95,199/-. In this context the relevant portion of Regulation 17(i) of OERC Condition of Supply Code 2019, is furnished as under:
- "17. (i) If the applicant in arrears are settled and paid in full."*
- In view of the above, the Complainant Company i.e. **M/s. SMIL** respectfully requests the Hon'ble GRF to direct the Opposite Party i.e., **TPWODL** to process the application of Respondent i.e. M/s. Sunayana Steel and provide them new power supply connection.
20. The Complainant Company i.e. **M/s. SMIL** submits that it is supposed to receive an outstanding amount of Rs.27,04,05 1/- along with applicable interest and in such case **TPWODL** should not claim Rs.31,95,199/- from the Respondent Company and hold the application of new power of Respondent i.e. M/s. Sunayana Steel which has no relationship with present complainant.

21. The submission of Opposite Party i.e. TPWODL that Complainant Company i.e. M/s. SMIL has started agitating the matter after denial of Power Supply to M/s. Sunayana Steel is not correct. In fact, M/s. Sunayana Steel has applied for new connection on 10th June 2024, whereas the Complainant Company i.e. M/s. SMIL is agitating the matter since 29.02.2020 and even has filed a Writ Petition before Hon'ble High Court on 30.01.2023 vide Case No. WP(C) 2818/2023.

22. The Complainant, M/s. SMIL, respectfully requests the Hon'ble GRF to direct the Opposite Party to process the new connection application for the Respondent company, M/s. Sunayana Steel. Both companies operate in the same industry, and the Complainant has no intention of causing any difficulty for the Respondent. Granting the Respondent's new connection would support their growth and benefit the industry overall. We therefore ask the Hon'ble GRF to consider this request in the interest of industrial development, creation of direct and indirect employment.

Reply Submission of the Opposite Parties:

1. That the present objection is filed for and on behalf of the Opposite Parties in response to the complaint filed by the Complainant, M/s. SMIL.
2. That the Complainant has filed this complaint before this Ld. Forum seeking a direction to the OPs to process the application of one M/s. Sunayana Steel for new power supply connection and prayed before this Ld. Forum a sum of Rs. 27,04,051 along with applicable interest be refunded back to them. Notwithstanding, the present complaint petition bears no merit and is based on suppression of material facts and misinterpretation of provisions of law, therefore, this complaint petition is liable to be dismissed at the outset.
3. That the factual backdrop of this case in short is as follows:
 - I. That M/s. SMIL, the present complainant, was a consumer of the O.P. bearing consumer number 8130-0000-00271 and was having CD of 1400 KVA, supplied at 33KV.
 - II. That on 10.01.2017, the complainant entered into an agreement with the WESCO utility (now TPWODL) to avail power supply with a CD of 1400 KVA. The initial period of the agreement was for five years from the date of power supply, pursuant to the said agreement.
 - III. That in the month of February 2020, the present complainant did not make payment of monthly bill of January 2020 and on 26.02.2020, made a representation to the authorities of TPWODL to disconnect the power supply permanently as they were unable to run the plant due to some unavoidable circumstances and requested the OPs to adjust their arrear amount with the pending security deposit. Further, the complainant requested the authorities of TPWODL that they fall under regulation 49(v) of the Supply Code, 2019 and as such, they are liable to pay only 20% of the demand charges for the uncovered initial agreement period as because they have invested entire money for availing electricity to their premises.

- IV. That in response to the said request of the complainant, the OP No 2, i.e., the executive engineer made a communication vide his letter Dt. 10.07.2020 to the complainant, reiterating therein that your (the complainant's) representation vide letter Dt.04.03.2020, requesting for final bill as per regulation 49 (v) of the Supply Code, 2019 could not be considered due to non-fulfillment of conditions mentioned in the said regulation. Further it was reiterated by OP No.2 that as per Regulation 58 of the Supply Code 2019, out of available security deposit of Rs.70,37,410/- as per records, Rs.43,33,159/- has been adjusted partly towards arrear electricity bill. Total electricity bill payable up to June 2020 was Rs.43,33, 159/-. Further in the said letter, it was intimated to the complainant that fixed/demand charges for uncovered initial period of agreement will be claimed in their monthly bill till the effective date of termination of agreement up to February 2022.
- V. That on 31.07. 2020, an office order was issued regarding part adjustment of the arrear amount with the pending security deposit by The OP No.2 and the same was also intimated to the complainant.
- VI. That vide letter Dt.11.02.2022, the complainant was informed by the OP No. 2 that, his initial power supply agreement Dt.10.01.2017 for a CD of 1400 KVA at 33 KV, has been terminated with effect from 1.02.2022 (five years from initial period of power supply i.e., 25.01.2017) as per regulation 49 (i) of Supply Code of 2019, the final bill up to 31.01.2022 amounting to Rs. 31,95,199/- (after adjustment of security deposit of Rs.27,04,251) is due for payment. In the said letter, the complainant was requested to make payment of such amount or else necessary steps, as deemed fit, would be taken to realize the above dues from the complainant.
- VII. That after receipt of the said letter from the OP No.2, neither the said letter was objected by the complainant, nor same was challenged before the appropriate authority/forum, in any manner whatsoever. As such, the same is deemed to have been accepted by the complainant without disputing the calculation mentioned in letter Dt.11.02.2022 till now, presuming as a confirmation that the same was correct and according to the relevant provision of the regulations.
4. That, now after lapse of more than three years of time the Complainant has disputed the above said adjustment of security deposit and demand of arrear amount with a misleading plea that it falls under the provisions of regulation 49(v) of the Supply Code 2019.
5. That upon going through the entire petition of the complainant viz-a-viz, taking into the factual and regulatory aspect, two issues come up for adjudication.
- I. As to whether the complainant falls under the ambit and purview of Regulation 49 (v)?



- II. As to whether M/s. SMIL, the present complainant is related to M/s Sunayana Steel, in any manner?
6. Whether the complainant falls under ambit and purview of Regulation 49(v) ?

Before replying to this issue, the OPs would like to mention relevant provisions of law for appropriate adjudication of the matter.

- I. Regulation 27 : *"The cost of fixed at Appendix-I."*
- II. Regulation 49 : *"(i) If power supply to any payment of last bill."*
- III. Regulation.58 : *"The security deposit by the consumer."*

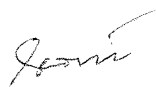
Conjoined reading of the above provisions of law and regulations it becomes clear that the complainant does not fall under the ambit and purview of Regulation 49(v) of Supply Code, 2019 as above regulations of law clearly mandate that a consumer only can fall under the purview of Regulation 49(v) where the consumer invests totally for additional infrastructure which is required for getting power supply to the consumer's premises, but in the instant case, the consumer does not show any relevant documents, evidence or proof of any expenditure borne by him for the development of additional infrastructure, in any manner whatsoever for bringing power to its premises in his petition, except only merely claiming that it falls under the ambit and purview of the Regulation 49(v) of the Supply Code 2019. In his petition, the complainant contended that he has deposited a sum of Rs. 2,70,354/- towards metering cubicle and Rs.29,322/- towards extension of 33KV XLP cable which is clearly not coming under the additional infrastructure as the metering cubicle is a part of metering accessories and it used to house high voltage electrical components and meters, used to measure the consumption of electricity in high power applications. Further in every HT supply, a metering cubicle is being installed to house the metering components. Therefore, it cannot be said that the amount deposited in respect of the metering cubicle is the expenditure for additional infrastructure. So also, the amount of Rs.29,322/- deposited for the extension of 33KV XLP cable is also a part of affecting power supply to any consumer and the same also cannot be considered as expenses for additional infrastructure.

7. That the investment in the additional infrastructure means the cost of extension of distribution mains or its upgradation up to the point of supply for meeting the demand of the consumer, whether new or existing and any strengthening or augmentation, upgradation in the system starting from feeding substation for giving supply to the consumer.

In the instant case, neither such work has been done, nor the complainant deposited or invested any amount for such work. Therefore, depositing amount for metering cubicle and XLP cable cannot come under ambit and purview of investment for additional infrastructure. Therefore, the contention of the complainant that they have invested in additional infrastructure is false

and not based on the fact, as such the complainant's case is not coming under the purview of Regulation 49(v) of the Supply Code 2019.

8. That it is respectfully submitted that it is clearly apparent from the contention of the complainant, the complainant has misinterpreted Regulation 49(v), not on its proper prospective, rather it has been interpreted in a manner which would give benefit to the complainant, although, Regulation 49(v) clearly and specifically mandates that, in a situation where the consumer's CD is below 1MW, he will not pay any fixed or demand charges for the uncovered period if he wishes to terminate the agreement before the date of expiry of the agreement period in the event he has invested amount for additional infrastructure required to bring power to the consumer's premises. But, in case the consumer has CD above 1MW, he will pay 20% Demand Charges for the uncovered initial agreement period, even if he has invested for additional infrastructure, required to bring power to the consumer premises.
9. In view of the above provisions of law and the factual aspect of the matter, the complainant does not fall under the ambit of Regulation 49(v), in any manner whatsoever as it has not invested any amount for the development of additional infrastructure required to bring power to its premises. Therefore, the claim of the complainant to get benefit under Regulation 49(v) is not admissible and liable to be rejected at the threshold.
10. That it is pertinent to mention herein that as per Regulation 58 of the Supply Code 2019, the demand charges/fixed charges have been claimed from the date of power supply to end of initial period of power supply agreement in view of the letter Dt.11.02.2022, which is just, proper and in accordance with the law.
11. Whether M/s. SMIL, the present complainant is related to M/s Sunayana Steel, in any manner? That it is pertinent to mention here that the complainant has claimed, in his complaint petition, that M/s. SMIL and M/s. Sunayana Steels have no nexus and are two different entities. It is however hard to believe that even though M/s. SMIL and M/s. Sunayana Steels have no apparent nexus, as claimed by the complainant in their complaint petition, the complainant has still claimed relief for M/s. Sunayana Steels, praying that their application for power supply be honored and power supply be granted to them. It is clearly palpable that either the complainant is misrepresenting the facts in this regard or that the complainant is approaching this Ld. Forum with mala-fide intentions and the complaint petition has a strong nexus with M/S Sunayana Steel.
12. That, it is pertinent to mention herein that even though they do not have any nexus as claimed by the present complainant, how can he file a petition and seek relief on behalf of Sunayana Steels, which is not only wrong, an abuse of process of law, but also, clear violation of relevant provisions of OERC (GRF & Ombudsman) Regulation, 2004. For the sake of argument not admitted if we accept the contention of the present complainant then M/s. Sunayana



Steels is a third party to the dispute between M/s. Sunayana Metal Industries Ltd. and TPWODL, how come and under which authority M/s. SMIL has filed this petition claiming relief on behalf of M/s Sunayana Steels. It is needless to mention herein that, on the one hand the present complainant is seeking relief for M/S Sunayana Steel and on the other hand categorically saying they have no nexus at all. Such stand of the present complaint would be evident that it has not approached this Ld. Forum with clean hand either. In view of such facts and circumstances, it is crystal clear that though they are two different companies, they are one as a group, which could be evident from the contentions of the present complaint. Therefore, unless and until M/s. SMIL clear the arrear dues, the power supply cannot be provided to M/s. Sunayana Steels, in view of Regulation 17 of the OERC Supply Code 2019.

13. That, in view of the above-mentioned facts and circumstances, it is humbly submitted that the instant complaint filed by the Complainant is devoid of any merit. Hence, it is liable to be dismissed.
14. That, the contentions which have not been specifically denied same may be deemed to have been denied.
15. That, the answering OPs crave the leave of this Ld. Forum to submit further reply/documents as and when required.
16. That, the facts stated above are based on official records and are true and best of the knowledge of the Ops.

Findings of the Forum

Written/verbal submissions were made by both parties and arguments were heard at length. This Forum, after hearing the parties and going through the relevant documents and provisions of law have concluded as follows:

- Prima facia M/s. Sunayana Metal Industry Limited had come to this Forum to resolve his fixed demand charges dispute and also wants to release a new power supply to M/s. Sunayana Steel.
- The land which was leased to Raj Kumar Sharma of M/s. Sunayana Steel belongs to landlord named Dhanman Shaw, son of Late Bhagwati Prasad Shaw. Ram Bharose Shaw, son of Late Bhagwati Prasad Shaw had signed the agreement of M/s. Sunayana Metal Industry Limited. This shows there is a nexus between the two industries.

As per Regulation 17(i) of OERC Condition of Supply Code 2019, speaks "17. (i) If the applicant in respect of an earlier agreement executed in his/her name or in the name of his spouse, son, daughter, parents or in the name of a firm or company with which he/she was associated either as a partner, director or managing director, is in arrears of electricity dues or other dues for the same premises or his/her other premises situated in the same DISCOM or any other DISCOM in the State, the application for supply shall not be allowed by the engineer until the arrears are settled and paid in full."

- In between, the Complainant approached the Hon'ble High Court for refund of balance Security Deposit on dt.30.01.2023 and withdrawn the same on dt.25.07.2024 for filing case in this Forum.

- The Opposite Parties had terminated the agreement following adequate Rules and Regulations. The Opp. Parties also had claimed the balance demand charges for the uncovered initial agreement period after adjusting the security deposit as per regulation 49.
- Here the total investment made by the complainant for additional infrastructure development is not coming under the purview of regulation 27 and hence no scope for relaxation under regulation 49(v). Since this provision discloses "*However, in case of power supply where the total investment of additional infrastructure required to bring power to the consumers premises has been entirely borne by the consumer himself, no fixed or demand charges shall be recovered for the uncovered period from the consumer if he wishes to terminate the agreement before the date of agreement period. In case of contract demand 1 MW and above the consumer is required to pay 20% of the demand charges for the uncovered initial agreement period.*"
- In the meantime, one new supply had been applied by M/s. Sunayana Steel and the Opposite Parties had held their application as there is some pending dues of M/s. Sunayana Metal Industry Limited as per regulation 17.
- In view of the above facts, it is decided by the Forum to reject the case.

Directions of the forum

In view of the above facts and circumstances and after going through the documents submitted by both the parties, the Forum pronounces the following order as per regulations 3, 12(1)(b)(c), 17(i), 27, 49 and 58 of the Odisha Electricity Regulatory Commission Distribution (Conditions of Supply) Code, 2019.

- The case is dropped off.

The matter is closed herewith.


Co-opted Member


Member (Finance)


President

No. GRF/RKL/ 36⁽⁴⁾

Date: 21/01/2025

Certified Copy to:

- 1) The Superintending Engineer, Electrical Circle, TPWODL, Rourkela.
- 2) The Chief Legal, TPWODL, Burla.

If the complainant is aggrieved with this order or non-implementation of the order of the Grievance Redressal Forum in time, he/she can make the representation to the Ombudsman-II, Qrs. No. 3R-2(S), GRIDCO Colony, P.O: Bhoinagar, Bhubaneswar-751022 within 30 days from the date of order of the Grievances Redressal Forums.

