



A consumer is the important visitor on our premises.
He is not dependent on us. We are dependent on him.
-Mahatma Gandhi

TAMIL NADU ELECTRICITY OMBUDSMAN

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Before The Tamil Nadu Electricity Ombudsman, Chennai
Present :Thiru. N. Kannan, Electricity Ombudsman

A.P.No. 38 of 2024

M/s. Virgin Manufacturing Industries Pvt Limited,
SF.No-42/2, Site No.42,43,
Co-operative Colony, Kalapatti Road,
Vilankurichi, Coimbatore – 641035.

..... Appellant
(Thiru N. Baskar)

Vs.

1. The Deputy Financial Controller
Udumalpet Electricity Distribution Circle,
TANGEDCO,
Udumalpet,
Eripalayam, Tiruppur Road,
Udumalpet – 642 126.

2. The Assistant Executive Engineer, General,
Udumalpet Electricity Distribution Circle,
TANGEDCO,
Udumalpet,
Eripalayam, Tiruppur Road,
Udumalpet – 642 126.

..... Respondents
(Thiru S. Thangamani, DFC
Thiru Mohadein Abdul Kadher, AEE/General)

Petition Received on: 15-05-2024

Date of hearing: 16-07-2024

Date of order: 26-07-2024

The Appeal Petition received on 15.05.2024 filed by M/s. Virgin Manufacturing Industries Pvt Limited, SF.No-42/2, Site No.42,43, Co-operative

Colony, Kalapatti Road, Vilankurichi, Coimbatore – 641035 was registered as Appeal Petition No. 38 of 2024. The above appeal petition came up for hearing before the Electricity Ombudsman on 16.07.2024. Upon perusing the Appeal Petition, Counter affidavit, written argument and the oral submission made on the hearing date from both the parties, the Electricity Ombudsman passes the following order.

ORDER

1.0 Prayer of the Appellant:

The Appellant has prayed to set aside the order of CGRF of Udumalpet EDC dated 18.12.2023 to quash the demand of dues demanded by the SE/UEDC.

2.0 Brief History of the case:

2.1 The Appellant has requested to withdraw the due amount for which unpaid by the previous consumer in the service connection in HT SC No.297.

2.2 The Respondent has stated that the petitioner request to withdraw the due amount for which unpaid by the previous consumer is not feasible as per Amendment to regulation 17 of TNE Supply code since the petitioner is well aware about the outstanding amount to be paid to TANGEDCO.

2.3 Hence the Appellant has filed a petition with the CGRF of Udumalpet EDC on 18.10.2023 to withdraw the due amount. The CGRF of Udumalpet EDC has issued an order dated 18.12.2023. Aggrieved over the order of CGRF, the Appellant has preferred this appeal petition before the Electricity Ombudsman.

3.0 Orders of the CGRF :

3.1 The CGRF of Udumalpet EDC issued its order on 18.12.2023. The relevant portion of the order is extracted below :-

“Order of the Forum:

1. In this case the Exg.HT SC.297 M/s.Durakraft for which disconnected on 23.07.2013 with arrears of Rs. 17,14,538/- after closing of account and termination of agreement on 19-01-2016. (as per TA Notice).

2. The Petitioner M/s Virgin Manufacturing Industries (P) Ltd. have applied for a new HTSC application for a maximum demand of 800 KVA through on line on 20.02.2020. Working sheet for the calculation of CC arrears with BPSC and other charges for reconnection as on 13.03.2020 & demand notice was issued to consumer for remit the arrear amount of Rs.58,52,536/- on 16.03.2020 and the Petitioner given an objection for payment of arrear amount on 18-05-2020 and subsequently the application was on 01.06.2020.

3. Then the Petitioner filed a writ petition on 24/09/2020 vide W.P No-13672 of 2020 in High Court of Madras and vakkalath and counter affidavit were filled on. 08.12.2020.

4. As per the Hon'ble High Court order dated 22.07.2021, CMP No 11140 of 2021 in WA.No 1785 of 2021, it is mentioned that the petitioner pays sum of Rs.15,00,000/ (Rupees fifteen lakhs only) to the respondents without prejudice to the contentions in the appeal. On such payment the electricity service connection will have to be restored.

5. Then the payment of Rs.15,00,000/- was made by petitioner on 01.09.2021. Based on the above, an estimate has been sanctioned for extension of HT SC to M/s.Virg manufacturing Industries (P) Ltd at SF.No.76/182, Palakkad Road, Ayyampalayam, Pollac for a maximum demand of 800 KVA in Muthur Section of West/Pollachi Sub division,
"With regard to the petitioner's plea that the respondent Board has not stated the break-up for the levy of Rs.58,52,536/- it is for them to approach the respondent and on receipt of any such representation from the petitioner, the respondent Board shall furnish the break-up details for the arrears amount. It is also open to the respondent Board to consider permitting the petitioner company to remit the dues in installments, while providing service connection."

6. The break-up for the levy of Rs.58,52,536 /-is now revised as Rs.54,33,004/- is furnished.

7. The procedure carried out to processing of Disconnection, Termination of agreement and for effecting new service connection was followed as per the TNERC Supply code.

8. The petitioner request to Consumer Grievance Redressal Forum to with draw the said due for which unpaid by the previous consumer is not feasible as per Disconnection and Restoration of electric supply & Amendment to regulation 17 of TNE Supply code since it is specifically order that,
"In case of service connections in a premises, which have been disconnected / dismantled for defaults in payment of dues whatsoever and if such service connections are to be reconnected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect now

service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant".

And also it is ordered that

"If the consumers of disconnected services come forward for reconnection after 5 years in case of H.T. services and two years in case of LT services from the date of disconnection, the Licensee shall treat them as new applicants and suppl effected after recovering all charges applicable to a new service connection and a other arrears with BPSC."

Hence the Consumer Grievance Redressal Forum issue the following orders.

- 1. The petitioner request to Consumer Grievance Redressal Forum to with draw the said due for which unpaid by the previous consumer is not feasible.*
- 2. M/s. Virgin Manufacturing Industries (p) Ltd. Have to pay Rs.39,33,004/- by excluding the amount Rs.15,00,000/- already paid.*
- 3. As per the direction of Honourable High Court madras M/s Virgin Manufacturing Industries (p) Ltd is hereby permitted to pay the outstanding amount of Rs.39,33,004/- by instalment as per TNE supply code.*
- 4. It is directed to collect the arrears from the petitioner by issuing necessary 15 days notice by the respondents."*

4.0 Hearing held by the Electricity Ombudsman:

4.1 To enable the Appellant and the Respondents to put forth their arguments, a hearing was conducted 16.07.2024 through Video Conferencing.

4.2 On behalf of the Appellant, Thiru N. Baskar attended the hearing and put forth his arguments.

4.3 The Respondents Thiru S. Thangamani, DFC and Thiru Mohadein Abdul Kadher, AEE/General of Udumalpet Electricity Distribution Circle attended the hearing and put forth their arguments.

4.4 As the Electricity Ombudsman is the Appellate authority, only the prayers which were submitted before the CGRF are considered for issuing orders. Further the prayers which require relief under the Regulations for CGRF and Electricity Ombudsman, 2004 alone are discussed hereunder.

5.0 Arguments of the Appellant :

5.1 The Appellant has stated that the petitioner is the Managing Director of the Petitioner Company, a Company incorporated under the provisions of the Indian Company's Act, having its registered office at No. 42/1, Co-operative Colony, Kalapatty Road, Vilankurichi, Coimbatore 641 035. He stated that he was well acquainted with the facts of the issue and competent to file this Appeal Petition on behalf of the Company.

5.2 The Appellant has stated that the appeal petition is filed praying to set aside the order of Consumer Grievance Redressal Forum, Udumalpet Electricity Distribution Circle dated 18.12.2023 in petition No. 46 of 2023 (received on 28.12.2023) and to quash the demand of dues demanded by the Superintending Engineer/UEDC, Udumalpet for restoration of supply to SC 297.

5.3 The Appellant has stated that they have purchased 6.00 acre of industrial property at SF. No. 76/1B2, Ayyampalayam, Zaminmuthur Post, Pollachi, Coimbatore District 642 005 along with all machines, materials. The said property was previously owned by M/s. Durakrafts Papers Private Limited. The properties were mortgaged in lieu of financial facility given by Corporation Bank, Coimbatore Main Branch, at No. 816, Oppanakara Street, Coimbatore.

5.4 The Appellant has stated that on failure to pay the loans, proceedings were initiated by the Bank to acquire the properties. The properties were taken possession on proper/prior public notice issued specifically to the creditors, guarantors and to the public in general. The notice was issued in leading dailies both in English and Tamil. The properties were taken possession by the Bank on 17.12.2013.

5.5 The Appellant has contended that subsequent to issue of the public notice on taken possession of the properties, notice on sale of the properties was issued on 09.05.2019; informing that the properties would be sold by holding public E-auction on 29.05.2019. The proposed sale of the properties was also widely published through leading news papers.

5.6 The Appellant has stated that the appellant company being the successful bidder, purchased the property through public E-auction. The Bank having acknowledged the receipt of the sale price in full, handed over the delivery and possession of the property. The certificate on sale of the properties has also been issued by the Bank. As per the sale certificate dated 15.07.2019, the sale of the property was made free from all encumbrance known to the secured Creditor. Thus, the petitioner company acquired the properties without any encumbrance.

5.7 The Appellant has asserted that after taken possession of the premises along with industry and machines and materials, the appellant company approached the Superintending Engineer, Udumalpet EDC for High tension supply to the premises by application dated 20.02.2020. The application has been made for electrical supply for the maximum demand of 800 KVA + 1372 K.w., for the purpose of manufacturing papers and paper Boards apart from giving employment to around 150 persons.

5.8 The Appellant has stated that however, the Superintending Engineer, in and by letter dated 16.03.2020 rejected the requisition for electrical supply stating that HT SC 297 was in existence in the said premises and due to non-payment of CC charges by the previous owner, the supply of electricity was disconnected on 22.07.2013. The sum of Rs. 58,52,536/- (CC charges Rs. 1222493 + Interest Rs. 4630043) has been unpaid by the previous owner and is outstanding against the HT SC 297. They have been directed to remit the outstanding arrears along with belated payment surcharges within 15 days to process the application.

5.9 The Appellant has insisted that both before taken possession of the properties and sale, the fact have been widely published through news papers. The service connection No. 297 was disconnected on 22.07.2013. The notices on taken possession and sale were issued subsequent to disconnection of supply. The notice on taken possession of the properties and sale of properties were issued to the general public, the fact of disposal of the property was in public domain for over a period of six years (i.e, from 17.12.2013 to 09.05.2019) through news papers. The same should have been taken note of by the respondents and

the dues payable to TNEB should have been brought to the notice of the creditor (i.e., the Bank) so that a charge could have been created to include the sale price. This has not been done so that the opportunity to recover the dues has been missed by the Department.

5.10 The Appellant has stated that in view of the above facts, they have been constrained to seek relief from the Hon'ble High Court of Madras by filing W. P. No. 13672 of 2020. The Hon'ble High Court was pleased to dismiss the Writ petition with the following directions.

"Para: 31: With regard to the petitioner's plea that the respondent Board has not stated the break-up for the levy of Rs. 58,52,536/- it is for them to approach the respondent and on receipt of any such representation from the petitioner, the respondent Board shall furnish the break up details for the arrears amount. It is also open to the respondent Board to consider permitting the petitioner company to remit the dues in installments, while providing service connection.

Para: 32: In fine, this writ petition stands dismissed. No costs. Pending miscellaneous petitions shall stand closed"

5.11 The Appellant has stated that against above order Writ Appeal No. 1785/2021 was filed by the appellant. On the Writ appeal the Hon'ble High Court was pleased to pass interim direction "to make the payment of Rs. 15,00,000/ (Rupees fifteen lakhs only) for restoration of supply. On payment of the above sum on 01.09.2021, the electricity supply to the disconnected service connection No. 297 was restored.

5.12 The Appellant has contended that subsequent to the above, the respondents approached the Hon'ble Court, referring to Regulation 22(7) of the Supply code; stating that the service connection remains in disconnection for over five (5) years and therefore the charges due for a new service connection have to be paid by this appellant. The sum of Rs. 67,42,236/ has been noted as due for effecting a new service connection.

5.13 On the above, the Appellant has stated that the Hon'ble Court by order dated 11.10.2023 was pleased to direct the appellant to approach the Grievance

Forum for relief. Accordingly grievance petition No. 46 was filed before the Hon'ble Redressal Forum, Udumalpet Electricity Distribution Circle. The Forum on hearing of both this appellant and the respondents has passed the orders as hereunder: (order dated 18.12.2023.)

- “1. The petitioner request to Consumer Grievance Redressal Forum to withdraw the said due for which unpaid by the previous consumer is not feasible.*
- 2. M/s. Virgin Manufacturing Industries (P) Ltd., have to pay Rs.39,33,004/- by excluding the amount Rs. 15,00,000/- already paid.*
- 3. As per direction of Hon'ble High Court of Madras M/s. Virgin Industries (P) Ltd., is hereby permitted to pay the outstanding amount of Rs. 39,33,004/- by installment as per TN Supply Code.*
- 4. It is directed to collect the arrears from the petitioner by issuing 15 days notice by the respondents.”*

5.14 The Appellant has stated that they have put forth their arguments before the Forum as hereunder:

“As per provision in clause 17 (4) of the supply code, the Licensee has the right to recover the charges for consumption and other charges due to the Licensee under the agreement even beyond the date of sale or lease or otherwise disposal of the properties. As per this provision, the dues are liable to be collected from the defaulted consumer of SC 297, (M/s. Durakraft Papers Pvt. Ltd) but not from an intending consumer like the appellant herein.. Further as per provision in clause 17(8) of the Supply Code, the Licensee can include the dues of a service connection in another service connection owned by the same consumer. Thus the amount could have been collected by inclusion through other services owned by the defaulted consumer.”

5.15 The Appellant has stated that as per provisions noted above, there are other possibilities to collect the outstanding dues from the defaulted consumer. Without exhausting the above remedies, the demand was straight away demanded from an intending consumer, the appellant herein. The appellant company acquired the property on full payment through E Auction "**free from all encumbrances.**" No encumbrance such as electricity dues has been created by TNEB on the properties. As per provisions in clause 17(4) of the supply code, the dues can be recovered from the erstwhile consumer even beyond the disposal of the property. Also as per provision in clause 17 (8) of the supply code, the outstanding dues

could also been collected by inclusion through other services owned by the defaulted consumer.

5.16 The Appellant has stated that the service connection No 297 in the premises was disconnected on 22.07.2013 for non-payment of CC charges and other charges by the erstwhile owner. The properties were taken possession on 17.12.2013, i.e., subsequent to the disconnection and dues outstanding. Therefore earnest and sincere efforts should have been taken to recover the dues from the defaulter himself as per the statutory remedies available in clause 17(4) and 17(8) of the Supply Code. As also the fact of possession and sale of the properties was published in leading dailies and hence the same was in public domain for a considerable period of time. This could have been noted and a charge could have also been created on the property with the Bank so as to include the outstanding dues in the sale price. But this opportunity has also been missed.

5.17 The Appellant has stated that in line with the above, he has requested before the Forum the following details;

- “1. பழைய மின் இணைப்பு எப்போது துண்டிப்பு செய்யப்பட்டது.
2. மின் துண்டிப்புக்கு பின் நிலுவை தொகை வசூல் செய்ய எடுக்கப்பட்ட நடவடிக்கை என்ன? ஆவணங்களை பார்வையிடலாமா?
3. Bank நோட்டீஸ் 2013 இல் நாளிதழ்களில் வந்துள்ளது கவனத்தில் கொள்ளப்பட்டதா?
4. ஏல அறிவிப்பு 6 வருடங்களாக இருந்தபோது மின் கட்டண நிலுவையை ஏன் பேங்குக்கு தெரிவிக்கவில்லை.
5. நாங்கள் ஏலத்தில் சொத்தினை free from all encumbrance உடன் எடுத்துள்ளோம் எனவே, CC arrears நாங்கள் கட்ட வேண்டியதில்லை
6. Rule 17(8)- ன்படி பணம் செலுத்தாத முந்தைய consumer-ன் வேறு மின் இணைப்புகளில் சேர்க்க நடவடிக்கை எடுக்கப்பட்டுள்ளதா? ஆவணங்களை பார்வையிடலாமா?
7. நிலுவை தொகையை வசூல் செய்ய RR and RD சட்டம் 1978-ல் வழிவகை உண்டு. அதன்படி நடவடிக்கை மேற்கொள்ளப்பட்டால் சொத்து பறிமுதல் வரை TNEB-க்கு அதிகாரம் வழங்கப்பட்டுள்ளது. அதன்படி நடவடிக்கை எடுக்கப்பட்டுள்ளதா? ஆவணங்களை பார்வையிடலாமா?

*இவ்வாறு நிலுவை தொகையினை வசூலிக்க சட்ட அனுமதிகள் இருக்க
மறு இணைப்பு கேட்டு வருபவரிடம் பழைய பாக்கியை செலுத்த சொல்வது
சரியானது இல்லை எனவே தங்களது Notice-யை தள்ளுபடி செய்ய வேண்டும்."*

5.18 The Appellant has stated that though the above clarifications were taken note of by the Forum, nothing has been given in reply for any one of the above. This clearly shows that the forum has not at all considered our arguments and gone on to proceed on the respondents' statements and issued the impugned order.

5.19 The Appellant has also stated that during the personal hearing the members of the forum have expressed different views to that of the orders now passed by the Forum. They have not been provided with the minutes recorded during the personal hearing and the views expressed by the members. The findings did not speak of considering the members' views.

5.20 The Appellant has stated that they have put forth the ways and means of recovering the arrears as provided by Regulations of Supply Code. The forum has failed to provide satisfactory reply to them. There is no mention of consideration of members' views and on the grounds of findings arrived.

5.21 The Appellant has stated that the forum has arrived the decision in a mechanical way wholly relying on the statement of the respondents. While there are ways and means to recover the dues left by the defaulted consumer, no evidence on action taken on recovering the dues has been given. Instead, the dues left by a defaulted consumers has been straight away demanded from an intending consumer and the Forum has also upheld the same.

5.22 The Appellant has prayed to consider the above facts, and set aside the order dated 18.12.2023 passed on the Petition No. 46/ 2023, by the CGRF, Udumalpet Electricity Distribution Circle and thus render Justice.

6.0 Counter submitted by the Respondent:

6.1 The Respondent has submitted that the petitioner company has purchased a property at Ayyampalayam, Zaminmuthur Post, Pollachi, Coimbatore District. This property originally belonged to M/s.Durakraft Papers Pvt. Ltd., which availed a loan from the Corporation Bank, Coimbatore and on default, the Corporation Bank took possession of the property under the SARFAESI Act on 17.12.2013 and subjected the property for public E-auction on 29.05.2019. The petitioner became successful bidder, paid the entire sale amount and the Bank was also issued with sale certificate on 15.07.2019. Thereafter, the petitioner company approached the Superintending Engineer, Udumalpet EDC for HT electricity supply to their premises and made an application on 20.02.2020.

6.2 The Respondent has submitted that the Superintending Engineer, Udumalpet EDC by letter dated.16.03.2020 rejected the application for electricity supply stating that in the said premises, there was a service connection in HT.SC.No.297 M/s.Durakraft Papers Pvt. Ltd and the same was disconnected on 23-07-2013 due to non-payment of CC charges by the previous owner to the tune of RS.12,22,493/- and also stated that there was a due of Rs.58,52,536/- (CC charges Rs. 12,22,493/- + Interest Rs.46,30,043/-) on the earlier service connection. The Petitioner has also directed to remit the outstanding arrears along with delayed payment charges within fifteen days to process the application. The Petitioner replied to the demand letter dated 16.03.2020 and again requested to extend the electrical supply to their premises at Ayyampalayam, Pollachi, by letter dated 18.05.2020, stating that the purchase of the property on E-auction free from all encumbrance. The application for electrical supply was cancelled by letter Lr.No. SE/UEDC/AEE/GL/AE.1/F.HT SC. New/D. No.439/2020 dated 01.06.2020 stating that only after remittance of the pending arrears amount of the erstwhile owner, this new application for HT supply would be considered.

6.3 The Respondent has submitted that the petitioner company raised objection for demanding the outstanding arrears of the erstwhile owner on them. This letter dated Lr.No. SE/UEDC/AEE/GL/AE.1/F.HT SC.New/D.No.439/2020. dated 01.06.2020 is impugned writ petition W.P.No.13672 of 2020 and W.M.P.Nos.

16996 & 16997 of 2020 filed in The HONOURABLE HIGH COURT OF JUDICATURE AT MADRAS. As per HONOURABLE HIGH COURT, Madras order dt 22-07-2021 CMP No.11140 of 2021 in WA 1785 of 2021 it is mentioned that the petitioner pays sum of Rs.15,00,000/- to the respondents without prejudice to the intentions in the appeal.

6.4 The Respondent has submitted that based Court order prejudice to the intentions in the appeal, on payment of Rs.15,00,000/- by the Petitioner the new HT Service 444 was effected on 10-12-2021 to M/s Virgin Industries, SF.No.76/1B2, Ayyampalayam, Zaminmuthur Post, Pollachi T.K for a demand 800 KVA on 10-12-2021. Hon'ble High Court Madras Delivered a Judgment against the writ petition W.P.No. 13672 of 2020 and W.M.P.Nos. 16996 & 16997 of 2020 as below.

"With regard to the petitioner's plea that the respondent Board has not stated the break-up for the levy of Rs.58,52,536 / it is for them to approach the respondent and on receipt of any such representation from the petitioner, the respondent Board shall furnish the break-up details for the arrears amount. It is also open to the respondent Board to consider permitting the petitioner company remit the dues in installments, while providing service connection."

6.5 The Respondent has submitted that the Petitioner M/s. Virgin Industries, S.F.No.76/182, Ayyampalayam, Zaminmuthur Post, Pollachi Tk stating that, in the said premises, there was a service connection in HT.SC.No.297 and the same was disconnected due to non-payment of CC charges by the previous owner to the tune of Rs.12,22,493/- and there was a due of Rs.58,52,536/- (CC charges Rs.12,22,493/- + Interest Rs.46,30,043/-) on the earlier service connection and they filed a petition to Consumer Grievance Redressal Forum to with draw the said due for which unpaid by the previous owner and render justice.

6.6 The Respondent has submitted that Hon'ble High Court Madras Delivered a Judgment against the writ Appeal No.1785/2021 on 11.10.2023 as below and Writ appeal disposed.

"The appellant may approach the Consumer Grievance Redressal Forum within seven days from today and may rise its grievance with regard to the charges. The

parties are at liberty to submit their respective stands before the forum. The forum shall also consider the judgement of the Hon'ble Apex court in K.C.Ninan Vs. Keral State Electricity Board and Ors. while arriving at the conclusion. The Forum may endeavour to decide the said grievance expeditiously preferably within six weeks from the date of application".

6.7 The Respondent has submitted that CGRF Petition filed by M/s. Virgin Industries, S.F.No.76/182, Ayyampalayam, Zaminmuthur Post, Pollachi.T.K was received on 18.10.2023 and registered as CGRF Petition No.46 of 2023 in Udumalpet EDC.

6.8 The Respondent has submitted that the Petitioner M/s Virgin Industries, S.F.No.76/1B2, Ayyampalayam, Zaminmuthur Post, Pollachi Tk stating that, in the said premises, there was a service connection in HT.SC.No.297 and the same was disconnected due to non-payment of CC charges by the previous owner to the tune of Rs.12,22,493/- and there was a due of Rs.58,52,536/- (CC charges Rs.12,22,493 + Interest Rs.46,30,043) on the earlier service connection and they filed a petition to Consumer Grievance Redressal Forum to with draw the said due for which unpaid by the previous owner and render justice.

6.9 The Respondent has submitted that the above petition came up for hearing before Consumer Grievance Redressal Forum on 29-11-2023. The CGRF of Udumalpet EDC gone through the TNERC Supply code regarding Disconnection and Restoration of electric supply & Amendment to regulation 17 of TNE Supply code and issued the following order.

6.10 The CGRF of Udumalpet EDC gone through the TERC Supply code regarding Disconnection and Restoration of electric supply & Amendment to regulation 17 of TNE Supply code and the relevant portion of the order is extracted below;

“Chapter 3. Disconnection and Restoration of electric supply

22. Restoration of supply of electricity

(1) The Licensee shall restore the supply to the service immediately and in any case not exceeding twelve hours in the case of urban areas and twenty four hours in the case of rural areas on recovery of electricity charges or such other sums together with any expenses incurred by the Licensees in cutting off and re-connecting the supply.

(2) In the case of a service connection remaining disconnected for six months or more the consumer's installation will be tested, revised test report obtained and the testing charges collected from the consumer before the same is restored. 2[Such revised test report shall be signed by the consumer or legal owner or legal occupant of the premises].

(3) To restore supply to a High Tension service connection which remains disconnected for one year or more, approval of the competent authority with regard to safety and security of the installation shall be obtained.

(4) In the case of service connections, which have been disconnected, the Licensee shall have the power to allow installment payments of all arrears in deserving cases.

(5) The Licensee shall restore the disconnected service before issue of termination of Agreement Notice and also during the notice period for termination of agreement on recovery of total arrears due till the date of restoration,

((6) (1) When a service connection remains disconnected for non payment of electricity charges beyond the notice period of three months, if the consumer comes forward within the period mentioned below to pay the actual dues and agrees to remit the charges in clause (ii) below, the official authorized by the Licensee may grant extension of time beyond the notice period and revoke the termination of agreement provided that the lines feeding the service connection have not been dismantled, so as to facilitate reconnection of the disconnected service.

Category - Period for reconnection of disconnected service
HT consumers - within five years from the date of disconnection
LT Agricultural consumers - within five years from the date of
Disconnection

Other LT consumers - Within two years from the date of Disconnection

(i) In accordance with sub-regulation (4), the authorized Officer of the Licensee may permit such consumer to pay the outstanding in instalments and to avail reconnection on receipt of 40% of the total arrears outstanding after closing of account due to the licensee, which include -

(a) Arrears on the date of disconnection

(b) Tariff minimum and meter rent for the period of six months from the date of disconnection (including the notice period) (c) The applicable BPSC/ interest upto the date of payment. (d) The balance 60% of the amount shall be collected in ten monthly installments.

(e) In addition to the above, the full amount of Security Deposit adjusted while closing of account shall be collected in one lump sum before effecting new service connection.

(3) When the service connection remains disconnected for nonpayment of electricity charges beyond the notice period of three months, if the consumer comes forward to pay the actual dues and agrees to remit the tariff minimum charges in respect of HT services, monthly minimum in respect of LT services for the period of disconnection after termination of agreement period with re-connection charges, the Licensee may grant extension of time beyond such notice period and revoke the termination of agreement provided that the lines feeding the service connection have not been dismantled so as to facilitate re-connection of the disconnected service.

(4) If the consumers of disconnected services come forward for reconnection after 5 years in case of H.T. services and two years in case of LT services from the date of disconnection, the Licensee shall treat them as new applicants and supply effected after recovering all charges applicable to a new service connection and all other arrears with BPSC.

17. Agreement with respect to supply: issues on recovery of charges

Amendment of Supply Code as per Commission's Notification No. TNERC/SC/7-25 dated 18.03.2011 is as follows.

9(a) In case of service connections in a premises, which have been disconnected / dismantled for defaults in payment of dues whatsoever and if such service connections are to be reconnected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect new service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant:

Provided that in cases such premises have legally been sub-divided, the outstanding dues attributed to such premises shall be divided in proportion to the area covered by that sub-division. A new service connection to any of such sub-divided premises shall be given only after the share of outstanding dues attributed to such sub-divided premises, is duly paid by the applicant. The Distribution Licensee shall not refuse connection to an applicant of such sub- divided premises only on the ground that, dues attributed to the other portion(s) of such sub-divided premises have not been paid, nor shall the licensee demand record of last aid bills of such other portion(s) from such applicants.

(b) The authorised officer of the licensee may permit such applicant to pay the outstanding dues in instalments and to avail the of 40% of the total arrears outstanding including BPSC in addition to the charges for reconnection of such service connections or effecting new service connections. The balance 60% of the outstanding dues shall be collected in 10 monthly instalments.

(c) In case an intending buyer of premises requests for the details of electricity charges due from the owner/occupier of the premises to the distribution Licensee, the distribution Licensee shall provide such details on payment of the charges as stipulated in order of the commission on non-tariff related miscellaneous charges for the time being in force.”

“Orders of the CGRF:

1. In this case the Exg.HT SC.297 M/s. Durakraft for which disconnected on 23.07.2013 with arrears of Rs.17,14,538/- after closing of account and termination of agreement on 19-01-2016 (as per TA Notice).

2. The Petitioner M/s Virgin Manufacturing Industries (P) Ltd. have applied for a new HTSC application for a maximum demand of 800 KVA through on line on 20.02.2020. Working sheet for the calculation of CC arrears with BPSC and other charges for reconnection as on 13.03.2020 & demand notice was issued to consumer for remit the arrear amount of Rs.58,52,536/- on 16.03.2020 and the Petitioner given an objection for payment of arrear amount on 18-05-2020 and subsequently the application was cancelled on 01.06.2020.

3. Then the Petitioner filed a writ petition on 24/09/2020 vide W.P No- 13672 of 2020 in High Court of Madras and vakkalath and counter affidavit were filled on 08.12.2020.

4. As per the Hon'ble High Court order dated 22.07.2021, CMP No 11140 of 2021 in WA.No 1785 of 2021, it is mentioned that the petitioner pays sum of Rs.15,00,000/- (Rupees fifteen lakhs only) to the respondents without prejudice to the contentions in the appeal. On such payment the electricity service connection will have to be restored.

5. Then the payment of Rs.15,00,000/- was made by petitioner on 01.09.2021. Based on the above, an estimate has been sanctioned for extension of HT SC to M/s.Virgin Manufacturing Industries (P) Ltd at SF.No.76/1B2, Palakkad Road, Ayyampalayam, Pollachi for a maximum demand of 800 KVA in Muthur Section of West/Pollachi Sub division, of Pollachi division and supply availability notice was issued on 09.12.2021 and service was effected on 10.12.2021 vide HT service No.444 of Udumalpet EDC.

6. The break-up for the levy of Rs.58,52,536/- is revised as Rs.54,33,004/- is furnished as below.

Break up details for the arrears amount Rs. 54,33,004/- instead of Rs.58,52,536/-

Name of the Industry : M/s.Virgin Manufacturing Industries Pvt Ltd,
(then) Durakraft Papers (P) Limited

HT SC.No : 039094340444

Sanctioned demand : 800 KVA

Date of service effected: 10.12.2021

1. Registration cum Processing Charges

Rs.1000/+18% of GST and SGST = Rs. 1,180.00

2. Earnest Money Deposit Rs.800/KVA = Rs. 6,40,000.00

3. Development Charges Rs. 1500/KVA	= Rs. 12,00,000.00
4. Meter Caution Deposit	= Rs. 80,000.00
Estimate Charges	= Rs. 4,68,520.00
Total for New SC	= Rs. 23,89,700.00

Break-up details for the Notice amount Rs.17,14,538/-dt19-01-2016

Sl. No.	Description	Amount
1	06/2013 CC Bill I	Rs.2642146.00
2	07/2013 CC Bill	Rs. 979308.00
3	Monthly Minimum Up to the date of expiry of T.A.Notice 6 Months (50000 X6)	Rs. 300000.00
4	BPSC up to Expiry of T.A. Notice Period	Rs. 386579.00
5	Dismantling Charges	Rs. 43290.00
	Total	Rs.4351623.00
Current Caution Deposit & Meter Caution Adjustment Details		
1	Due to TNEB As above	Rs.4351623.00
2	Less CCD & MCD Available up to D.C.Date on 22-07-2013 with interest up to 30-06-2013.	Rs.2636785.00
	To be collected from the consumer	Rs.1714538.00

Balance to be collected from the consumer	= Rs.17,14,538.00
BPSC Calculation for amount upto 20/02/2020 (1714538 * (1550/30) * 1.5%	= Rs.13,28,766.00
Up to date of the application 20-02-2020.	= Rs.30,43,304.00
Total arrears (3043304+2389700)	= Rs.54,33,004.00
Paid By Consumer (Less)	= Rs.15,00,000.00

Balance to be paid = Rs.39,33,004.00

7. The procedure carried out to processing of Disconnection, Termination of agreement and for effecting new service connection was followed as per the TNERC Supply code and as per supply code amendment Notification TNERC/SC/7-25, dated 18.03.2011, the details of electricity charges due for the premises was intimated to M/s.Virgin manufacturing Industries on 16.03.2020.

8. The petitioner request to Consumer Grievance Redressal Forum to with draw the said due for which unpaid by the previous consumer is not feasible as per Disconnection and Restoration of electric supply & Amendment to regulation 17 of TNE Supply code since it is specifically order that,

"In case of service connections in a premises, which have been disconnected / dismantled for defaults in payment of dues whatsoever and if such service connections are to be reconnected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect new service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant".

And also it is ordered that "If the consumers of disconnected services come forward for reconnection after 5 years in case of H.T. services and two years in case of LT services from the disconnection, the Licensee shall treat them as new Supply

effected after recovering all charges applicable to service connection and all other arrears with BPSC.”

Hence the Consumer Grievance Redressal Forum issue the following orders.

1. The petitioner request to Consumer Grievance Redressal Forum to with draw the said due for which unpaid by the previous consumer is not feasible. M/s Virgin Manufacturing Industries (2) Ltd have to pay Rs.39,33,004/ by excluding the amount Rs.15,00,000/-already paid.

2. As per the direction of Honourable High Court Madras M/s.Virgin Manufacturing Industries (p) Ltd is here by permitted to pay the outstanding amount of Rs.39,33,004/- by instalment as per TNE supply code.

3. It is directed to collect the arrears from the petitioner by serving necessary 15 days notice by the respondents.”

6.11 The Respondent has submitted that M/s Virgin Manufacturing Industries (P) Limited have paid Rs 9,84,000/- on 30.05.2024 which is 25% amount against the outstanding arrears of Rs.39,33,004/-.

6.12 The Respondent has contended that the petitioner request to withdraw the said due for which unpaid by the previous consumer is not feasible as per Amendment to regulation 17 of TNE Supply code Notification No. TNERC/SC/7-25 Dated 18.03.2011 since the petitioner is well aware about the outstanding amount to be paid to TANGEDCO.

7.0 Findings of the Electricity Ombudsman:

7.1 I have heard the arguments of both the Appellant and the Respondent. Based on the arguments and the documents submitted by them, the following conclusion is arrived based on the issues discussed below.

7.2 The Appellant has stated that they have purchased 6.00 acre of industrial property at SF. No. 76/1B2, Ayyampalayam, Zaminmuthur Post, Pollachi, Coimbatore District 642 005 along with all machines, materials. The said property was previously owned by M/s. Durakrafts Papers Private Limited. The properties

were mortgaged in lieu of financial facility given by Corporation Bank, Coimbatore Main Branch, at No. 816, Oppanakara Street, Coimbatore.

7.3 The Appellant has stated that on failure to pay the loans, the properties were taken possession on proper/prior public notice issued specifically to the creditors, guarantors and to the public in general. The notice was issued in leading dailies both in English and Tamil. The properties were taken possession by the Bank on 17.12.2013. The Appellant stated that notice on sale of the properties was issued on 09.05.2019; informing that the properties would be sold by holding public E- auction on 29.05.2019. The proposed sale of the properties was also widely published through leading news papers. Appellant has stated that the appellant company being the successful bidder, purchased the property through public E-auction. As per the sale certificate dated 15.07.2019, the sale of the property was made free from all encumbrance known to the secured Creditor. Thus, the petitioner company acquired the properties without any encumbrance.

7.4 The Appellant has asserted that after taken possession of the premises along with industry and machines and materials, the appellant company approached the Superintending Engineer, Udumalpet EDC for High tension supply to the premises by application dated 20.02.2020. The application has been made for electrical supply for the maximum demand of 800 KVA + 1372 K.w., for the purpose of manufacturing papers and paper Boards apart from giving employment to around 150 persons.

7.5 The Appellant has stated that the Superintending Engineer by letter dated 16.03.2020 rejected the requisition for electrical supply stating that HT SC 297 was in existence in the said premises and due to non-payment of CC charges by the previous owner, the supply of electricity was disconnected on 22.07.2013. The sum of Rs. 58,52,536/- (CC charges Rs.1222493/- + Interest Rs. 4630043/-) has been unpaid by the previous owner and is outstanding against the HT SC 297. They have been directed to remit the outstanding arrears along with belated payment surcharges within 15 days to process the application.

7.6 The Appellant has insisted that both before taken possession of the properties and sale, the fact have been widely published through news papers. The service connection No. 297 was disconnected on 22.07.2013. The notices on taken possession and sale were issued subsequent to disconnection of supply. The notice on taken possession of the properties and sale of properties were issued to the general public, the fact of disposal of the property was in public domain for over a period of six years (i.e, from 17.12.2013 to 09.05.2019) through news papers. The same should have been taken note of by the respondents and the dues payable to TNEB should have been brought to the notice of the creditor (i.e., the Bank) so that a charge could have been created to include the sale price. This has not been done so that the opportunity to recover the dues has been missed by the Department.

7.7 The Appellant has stated that in view of the above facts, they have been constrained to seek relief from the Hon'ble High Court of Madras by filing W. P. No. 13672 of 2020. The Hon'ble High Court was pleased to dismiss the Writ petition with the following directions.

"Para: 31: With regard to the petitioner's plea that the respondent Board has not stated the break-up for the levy of Rs. 58,52,536/- it is for them to approach the respondent and on receipt of any such representation from the petitioner, the respondent Board shall furnish the break up details for the arrears amount. It is also open to the respondent Board to consider permitting the petitioner company to remit the dues in installments, while providing service connection.

Para: 32: In fine, this writ petition stands dismissed. No costs. Pending miscellaneous petitions shall stand closed"

7.8 The Appellant has stated that against above order Writ Appeal No. 1785/2021 was filed by the appellant. On the Writ appeal, the Hon'ble High Court was pleased to pass interim direction "to make the payment of Rs.15,00,000/ (Rupees fifteen lakhs only) for restoration of supply. On payment of the above sum the electricity service supply connection No.297 was restored.

7.9 The Appellant has contended that subsequent to the above, the respondents approached the Hon'ble Court, referring to Regulation 22(7) of the

Supply code; stating that the service connection remains in disconnection for over five (5) years and therefore the charges due for a new service connection have to be paid by this appellant. The sum of Rs. 67,42,236/ has been noted as due for effecting a new service connection.

7.10 On the above, the Appellant has stated that the Hon'ble Court by order (Writ Appeal No. 1785/2021) dated 11.10.2023 was pleased to direct the appellant to approach the Grievance Forum for relief. Accordingly grievance petition No. 46 was filed before the Hon'ble Redressal Forum, Udumalpet Electricity Distribution Circle and arguments before the Forum as hereunder:

“As per provision in clause 17 (4) of the supply code, the Licensee has the right to recover the charges for consumption and other charges due to the Licensee under the agreement even beyond the date of sale or lease or otherwise disposal of the properties. As per this provision, the dues are liable to be collected from the defaulted consumer of SC 297, (M/s. Durakraft Papers Pvt. Ltd) but not from an intending consumer like the appellant herein.. Further as per provision in clause 17(8) of the Supply Code, the Licensee can include the dues of a service connection in another service connection owned by the same consumer. Thus the amount could have been collected by inclusion through other services owned by the defaulted consumer.”

7.11 The Appellant has stated that as per provisions noted above, there are other possibilities to collect the outstanding dues from the defaulted consumer. Without exhausting the above remedies, the demand was straight away demanded from an intending consumer, the appellant herein. The appellant company acquired the property on full payment through E Auction "**free from all encumbrances.**" No encumbrance such as electricity dues has been created by TNEB on the properties. As per provisions in clause 17(4) of the supply code, the dues can be recovered from the erstwhile consumer even beyond the disposal of the property. Also as per provision in clause 17 (8) of the supply code, the outstanding dues could also been collected by inclusion through other services owned by the defaulted consumer.

7.12 The Appellant has stated that the service connection No.297 in the premises was disconnected on 22.07.2013 for non-payment of CC charges and other charges by the erstwhile owner. The properties were taken possession on

17.12.2013, i.e., subsequent to the disconnection and dues outstanding. Therefore earnest and sincere efforts should have been taken to recover the dues from the defaulter as per the statutory remedies available in clause 17(4) and 17(8) of the Supply Code. As also the fact of possession and sale of the properties was published in leading dailies and hence the same was in public domain for a considerable period of time. This could have been noted and a charge could have also been created on the property with the Bank so as to include the outstanding dues in the sale price. But this opportunity has also been missed.

7.13 The Appellant has stated that even though their clarifications were taken note of by the Forum, nothing has been given in reply for any one of the clarifications and proceeded based on the respondents' statements and issued the impugned order. During the personal hearing the members of the forum have expressed different views to that of the orders now passed by the Forum and we have not been provided with the minutes recorded during the personal hearing and the views expressed by the members. The findings did not speak of considering the members' views. While there are ways and means to recover the dues left by the defaulted consumer, no evidence on action taken on recovering the dues has been given. Instead, the dues left by a defaulted consumers has been straight away demanded from an intending consumer and the Forum has also upheld the same.

7.14 The Appellant has prayed to consider the above facts, and set aside the order dated 18.12.2023 passed on the Petition No. 46/ 2023, by the CGRF, Udumalpet Electricity Distribution Circle.

7.15 The Respondent has submitted that the Superintending Engineer, Udumalpet EDC by letter dated.16.03.2020 rejected the application for electricity supply stating that in the said premises, there was a service connection in HT.SC.No.297 M/s.Durakraft Papers Pvt. Ltd and the same was disconnected on 23-07-2013 due to non-payment of CC charges by the previous owner to the tune of Rs.12,22,493/- and also stated that there was a due of Rs.58,52,536/- (CC charges Rs.12,22,493/- + Interest Rs.46,30,043/-) on the earlier service

connection. The Petitioner has also directed to remit the outstanding arrears along with delayed payment charges within fifteen days to process the application. The Petitioner replied to the demand letter dated 16.03.2020 and again requested to extend the electrical supply to their premises at Ayyampalayam, Pollachi, by letter dated 18.05.2020, stating that the purchase of the property on E-auction free from all encumbrances. The application for electrical supply was cancelled by letter dated 01.06.2020 stating that only after remittance of the pending arrears amount of the erstwhile owner, this new application for HT supply would be considered.

7.16 The Respondent has submitted that the petitioner company raised objection for demanding the outstanding arrears of the erstwhile owner. Their letter dated 01.06.2020 was challenged in W.P.No.13672 of 2020 and W.M.P.Nos. 16996 & 16997 of 2020 filed in the HONOURABLE HIGH COURT OF JUDICATURE AT MADRAS. As per Hon'ble High Court, Madras order dt 22-07-2021 CMP No.11140 of 2021 in WA No.1785 of 2021 it is mentioned that the petitioner pays sum of Rs.15,00,000/- to the respondents without prejudice to the intentions in the appeal.

7.17 The Respondent has submitted that based on Court order prejudice to the intentions in the appeal, on payment of Rs.15,00,000/- by the Petitioner, a new HT Service 444 was effected on 10-12-2021 to M/s.Virgin Industries, SF.No.76/1B2, Ayyampalayam, Zaminmuthur Post, Pollachi T.K for a demand 800 KVA on 10-12-2021. Hon'ble High Court Madras Delivered a Judgment against the writ petition W.P.No.13672 of 2020 and W.M.P. Nos.16996 & 16997 of 2020 as below.

"With regard to the petitioner's plea that the respondent Board has not stated the break-up for the levy of Rs.58,52,536/- it is for them to approach the respondent and on receipt of any such representation from the petitioner, the respondent Board shall furnish the break-up details for the arrears amount. It is also open to the respondent Board to consider permitting the petitioner company remit the dues in installments, while providing service connection."

7.18 The Respondent has submitted that Hon'ble High Court Madras Delivered a Judgment against the writ Appeal No.1785/2021 on 11.10.2023 as below and Writ appeal disposed.

"The appellant may approach the Consumer Grievance Redressal Forum within seven days from today and may raise its grievance with regard to the charges. The parties are at liberty to submit their respective stands before the forum. The forum shall also consider the judgement of the Hon'ble Apex court in K.C.Ninan Vs. Kerala State Electricity Board and Ors. while arriving at the conclusion. The Forum may endeavour to decide the said grievance expeditiously preferably within six weeks from the date of application".

7.19 The Respondent has submitted that the above petition came up for hearing before Consumer Grievance Redressal Forum on 29-11-2023. The CGRF of Udumalpet EDC gone through the TNERC Supply code regarding Disconnection and Restoration of electric supply & Amendment to regulation 17 of TNE Supply code and issued order. As per CGRF order, the appellant should pay the dues to the licensee and the petitioner request to withdraw the said due which unpaid by the previous consumer is not feasible as per Amendment to regulation 17 of TNE Supply code Notification No.TNERC/SC/7-25 Dated 18.03.2011 since the petitioner is well aware about the outstanding amount to be paid to TANGEDCO.

7.20 In the present case, the Appellant had raised objection about the respondent's demand which consists of two parts, one part is pending dues arisen out of disconnected HT service for non-payment of CC charges and BPSC in the appellant premises and other part of the demand was to avail new service connection. However, the appellant during the hearing had stated that he was ready to pay the charges for the new service connection as well as informed that he may examine the erstwhile owner's dues without BPSC if order issued in his favour. As the appellant has accepted charges for new service connection, I am not going into the merits towards demand for the new service connection which have been claimed in line with TNE Distribution Regulations, 2004 as well as Misc Tariff order of TNERC.

7.21 Therefore considering the other aspect of the appellant's grievance, I would like to discuss the regulations exists for recovery of charges from the service connection. As per TNE Supply Code section 4(1) as follows:

“4. Charges recoverable by the Licensee – The charges, recoverable by the Licensee from the consumers are :-

(1) Tariff related charges, namely,-

*(i) The price of electricity supplied by him to the consumer which shall be in accordance with the tariff rates as the Commission may fix from time to time, for HT supply, LT supply, temporary supply and for different categories of consumers. *****

(ii) Demand Charges for HT and fixed charges for LT Supply shall be payable by the consumer in accordance with the rates as the commission may fix from time to time for different categories of consumers.

(iii) Disincentive for Power Factor

(i) Additional charges for harmonics dumping

*(ii) The tax or duty, if any, on electricity supplied or consumer ****

(1) Miscellaneous Charges.

(2) Minimum charges where applicable.”

7.22 From the above, it is asserted that consumers are liable to pay Tariff related charges such as the price of electricity supplied, demand charges for HT and fixed charges for LT in accordance with tariff rates as fixed by the TNERC from time to time for different categories of consumers along with Miscellaneous Charges and Minimum charges where applicable.

7.23 Further as per regulation 5(4) of TNERC Regulations :

“5. Miscellaneous charges

xxxx

xxxx

xxxx

(4) Belated payment surcharge (BPSC)

All bills are to be paid in the case of HT consumers, within the due date specified in the bill and in the case of LT consumers, within the due date and notice period specified in the consumer meter card.

*** (ii) (a) Where any HT consumer neglects to pay any bill by the due date, he shall be liable to pay belated payment surcharge from the day following the due date for payment. Where any LT consumer (except services relating to Public lighting and water supply and other services belonging to Local Bodies) neglects to pay any bill*

by the last day of the notice period, he shall be liable to pay belated payment surcharge from the day following the last day of the notice period.

(b) Where the local bodies neglect / fail to pay any bills in respect of LT services for Public Lighting and Public Water Works, and other services of Local Bodies, the belated payment surcharge shall be applicable for the payments made beyond 60 days from the date of demand. In case of payment made beyond 60 days from the date of demand, the belated payment surcharge shall be payable from the day following the 60th day of demand.

(c) The surcharge shall be for a minimum period of fifteen days and where the delay exceeds fifteen days but does not exceed one month, it shall be for the number of whole months, and for any fraction of a month, it shall be proportionate to the number of days.

(iii) If the due date in the case of HT consumers and the last day of the notice period in the case of LT consumers falls on a holiday, the surcharge is payable from the day following the next working day.

** Substituted as per Commission's Notification No TNERC/SC/7-7 dated 14.12.2007 (w.e.f. 9.1.2008) which before substitution stood as under :

(i) Where any HT consumer neglects to pay any bill by the due date, he shall be liable to pay belated payment surcharge from the day following the due date for payment. Where any LT consumer neglects to pay any bill by the last day of the notice period, he shall be liable to pay belated payment surcharge from the day following the last day of the notice period. The surcharge shall be for a minimum period of fifteen days and where the delay exceeds fifteen days but does not exceed one month, it shall be for one whole month and where the delay exceeds one month, it shall be for the number of whole months and for any fraction of a month it shall be proportionate to the number of days.

(iv) ***

(v) ***

(vi) In case of sums other than price of electricity supplied which are outstanding, surcharge shall be leviable at the discretion of the Licensee at a rate not exceeding 1.5 % per month.

(vii) In the case of short assessment included in a subsequent bill, surcharge shall accrue in the case of HT consumers, after the due date for the payment of the subsequent bill wherein the short assessment is included and in the case of LT consumers, it shall accrue from the day following the last day of the notice period.

(viii) In the case of short assessment permitted to be payable in installments, the surcharge shall accrue only when there is default in the payment schedule and the surcharge shall be worked out from the day following the day on which the installment fell due and shall be payable along with the amount of installment due.

(ix) Where the service connection stands terminated, the amount of Security Deposit and the interest accrued thereon shall first be adjusted against belated payment surcharge and the remainder if any, against other dues.

(x) The belated payment surcharge is payable only on any outstanding amount excluding belated payment surcharge component.

(xi) The belated payment surcharge shall not be levied on electricity tax and electricity tax shall not be levied on the belated payment surcharge.”

“6. Minimum charges - The consumer shall pay to the Licensee minimum charges / fixed charges in respect of every connection as detailed below:

The monthly minimum charges / fixed charges are payable even when no electricity was consumed or in the event of disconnection of services for any reasons including the reasons by orders of Court or when the price of electricity supplied is less than the minimum charges.

Explanation: The term ‘monthly minimum charges / minimum charges’ wherever it occurs in the Tamil Nadu Electricity Supply Code/Distribution code refer to the minimum charges / fixed charges as prescribed in the Commission’s Tariff orders from time to time. For the LT services of sanctioned demand above 112KW, the monthly minimum charges / fixed charges shall be as applicable to HT services but for full sanctioned demand.”

7.24 From the above, it is noted that BPSC shall be levied on belated payment of CC charges as well as any other outstanding dues as illustrated above. Further I would like to discuss the Regulation 17 of Tamil Nadu Electricity Supply Code which is reproduced as follows;

“17. Agreement with respect to supply: Issues on recovery of charges:

(1) Every consumer shall pay to the Licensee, from the date of commencement of supply till the agreement is terminated, security deposit, minimum monthly charges, fixed charges, if any, and other charges as provided in the Tariff Orders, this Code and any other orders in this regard by the Commission, from time to time. However, any consumer, who has not availed of reconnection even after the expiry of termination of agreement period, the monthly minimum charges shall be payable upto the date of termination of such agreement.

(2) Notwithstanding the termination of the agreement, the consumer shall be liable to pay the arrears of current consumption charges or any other sum due to the Licensee on the date of disconnection and meter rent, if any, up to the date of termination of the agreement and Belated Payment Surcharge (BPSC) up to the date of payment.

(3) The Licensee may require the consumer, who, at any time during the currency of the agreement, intends to sell or otherwise dispose of or lease out in whole or in

part of the premises or business to which supply is given or has been contracted for, to give three months' notice of his intention to the designated authority of the distribution licensee and clear all dues up to the date of sale/ disposal/ lease. In the case of such notice, the agreement in so far as the consumer is concerned, will cease to operate with effect from the date specified in such notice, but without prejudice to any claim or right which may have accrued to the parties there under.

(4) If the consumer fails to give advance intimation as aforementioned of his intention to sell or lease out or otherwise dispose of the properties or business to which supply is given or contracted for, the Licensee shall have the right to recover the charges for consumption and other charges due to the Licensee under the agreement even beyond the date of sale or lease out or otherwise disposal of the properties or business.

xxxx

xxxx

(9) (a) In case of service connections in a premises, which have been disconnected / dismantled for defaults in payment of dues whatsoever and if such service connections are to be reconnected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect new service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant:

Provided that in case such premises have legally been sub-divided, the outstanding dues attributed to such premises shall be divided in proportion to the area covered by that sub-division. A new service connection to any of such sub-divided premises shall be given only after the share of outstanding dues attributed to such sub-divided premises, is duly paid by the applicant. The Distribution Licensee shall not refuse connection to an applicant of such sub-divided premises only on the ground that, dues attributed to the other portion(s) of such sub-divided premises have not been paid, not shall the licensee demand record of last paid bills of such other portion(s) from such applicants."

7.25 In the above regulations, it has been specified that in case of service connections in a premises, which have been disconnected / dismantled for defaults in payment of dues whatsoever and if such service connections are to be reconnected or new service connections are to be obtained by other persons in such premises either by purchase or transfer or lease basis, the Distribution Licensee shall reconnect such service connections or effect new service connections, as the case may be, in such premises only after payment of dues attributed to such premises by the applicant. The same provision applies to the

present case also. Further, I would like to discuss the relevant para in the W.P. No 13672 of 2020 and W.M.P No.16996 & 16997 of 2020 pronounced on 29-06-2021

“26. While observing so, the Hon'ble Supreme Court has summarised the legal position as follows:

“16. We have gone into the aforesaid judgments as it was urged before us that there is some ambiguity on the aspect of liability of dues of the past owners who had obtained the connection. There have been some differences in facts but, in our view, there is a clear judicial thinking which emerges, which needs to be emphasised:

16.1. That electricity dues, where they are statutory in character under the Electricity Act and as per the terms and conditions of supply, cannot be waived in view of the provisions of the Act itself, more specifically Section 56 of the Electricity Act, 2003 (in pari materia with Section 24 of the Electricity Act, 1910), and cannot partake the character of dues of purely contractual nature.

16.2. Where, as in cases of the e-auction notice in question, the existence of electricity dues, whether quantified or not, has been specifically mentioned as a liability of the purchaser and the sale is on “as is where is, whatever there is and without recourse basis”, there can be no doubt that the liability to pay electricity dues exists on the respondent (purchaser).

16.3. The debate over connection or reconnection would not exist in cases like the present one where both aspects are covered as per Clause 8.4 of the General Terms & Conditions of Supply.”

27. Admittedly, in this case, there exists a statutory rule namely, Clause 17(9) of Tamil Nadu Electricity Supply Code, 2004, which authorises the Board to refuse to supply electricity to an intending consumer in case of services which have been disconnected / dismantled for defaults in payment of dues and if the services are to be availed by other parties in the same premises either by purchase or transfer or in auction or on lease basis, the services will be effected only on clearance of the dues attributed to such premises by the applicant / intending consumer. That apart, in the sale notice for the E-auction, it is specifically mentioned that the sale will be on “As is where is”, “As is what is” and “Whatever there is”.

*28. Therefore, the decision in **Isha Marbles's** case (supra) would not apply to be present case on hand and in view of the other decisions (discussed supra), this Court is of the view that the respondent Board is well within its right to demand the arrears due of the erstwhile owner from the petitioner / auction purchaser.”*

7.26 From the above it is noted that the Hon'ble High Court of Madras after perusing appropriate provisions in the Act and statutory regulations held that the respondent Board is well within its right to demand the arrears due of the erstwhile owner from the petitioner / auction purchaser (herein the appellant). Therefore, it is concluded that as per the existing regulation the licensee is legally entitled to collect the unpaid dues along with BPSC. The same has been concurred by the Hon'ble High court of Madras that "Electricity Supply Code are necessary to safeguard the interests of the distributor". As the existing supply code regulation 17(9)(a) enacted and exists on this issue, I did not find any merit in the appellant's prayer that he was not liable for the clearance of past dues along with BPSC attributed by the previous owner M/s.Durakraft Papers Pvt. Ltd. whose HT service No.297 was disconnected on 23-07-2023 for non-payment of CC charges.

7.27 Further, the appellant has raised the issue of claiming BPSC by the respondent as it was referred in W.A. No. 1785 of 2021 dated 11.10.2023. In this regard, I would like to refer the judgment issued by Hon'ble Supreme Court of India in M/s.Kanoria Chemicals and Industries Vs U.P State Electricity Board in SLP (C) no.6558 of 1990. The relevant paras are discussed below;

"JUDGMENT B.P. JEEVAN REDDY, J.

Civil Appeals [Arising out of SLP (C) Nos.6588/94, 21905-06/93, 21913-14/93, 6479/94 & 23250/94 Leave granted in Special Leave Petitions.

These appeals are preferred against the judgment of a Division Bench of the Allahabad High Court dismissing the writ petitions filed by the Appellants. The Appellants are large consumers of electricity.

By a Notification dated April 21, 1990, the Uttar Pradesh State Electricity Board had revised the electricity rates/tariffs under Section 49 of the Electricity (Supply) Act, 1948. The Notification inter alia provided for payment of interest in case the bill amount is not paid within the specified period. Clause 7(b) read as follows:

"7(b) For delayed payment: In the event of any bill of whatever nature it may be not being paid by the due date specified therein, the consumer shall pay an additional charge per day of seven paise per hundred rupees or part thereof on the unpaid amount of the bill for the period by which the payment is delayed, beyond the due dated specified in the bill, without prejudice to the right of the Board to disconnect the supply."

The validity of the aforesaid Notification was questioned in the Allahabad High Court by way of a writ petition filed by the Eastern U.P. Chamber of commerce and Industry, Allahabad and certain individual consumers. On the Interlocutory Application filed in the said writ petition, the High Court passed the following Order on July 25, 1990:

"In this case Sri Sudhir Agarwal and S.C. Budhwar have filed appearance on behalf of Respondents. They pray for and are granted two weeks' time for filing rejoinder affidavit. List this petition for disposal, if possible at the admission stage, on 16th August, 1990. This

is necessary in view of recurrence of this matter in large number of cases and revenue in large scale being affected for electricity charges.

Meanwhile till 23-8-1990 unless recalled earlier, the operation of the notification dated 21.4.1990 shall remain stayed. The Respondents are restrained from realising the additional amount of electricity charges from petitioners in pursuance of the said notification. However, the petitioner shall continue to pay at the old rate."

[Emphasis added] The said order was continued by subsequent Order dated August 30, 1990 and September 7, 1990.

It appears that besides the above writ petition, several other writ petitions were filed questioning the aforesaid Notification. In every writ petition, there was an Interlocutory Application praying for stay of operation of the said Notification but there does not appear to be any uniformity in the interim orders made by the High Court in those writ petitions. For example, in Writ Petition No.300097 of 1990 filed by the Employer Association of Northern India, the interim order was to the following effect:

"Meanwhile effect shall not be given to the notification dated 21st April, 1990 as against the petitioners. However, it is made clear that in the event of failure of the writ petition the petitions shall deposit with the relevant authority within a period of one month from the date of dismissal of the writ petition the difference between the amount of electricity dues, which will be paid hereinafter by the petitioners under our order and the sum which may be calculated on the basis of the impugned notification."

[Emphasis added] All the said writ petitions challenging the said Notification were ultimately dismissed by a Division Bench on March 1, 1993.

From this stage onwards, we will refer to the facts and contentions in civil appeal arising from Special Leave Petition (C) No.6588 of 1990 [preferred by M/s. Kanoria Chemicals and Industries Limited], as representative of the facts and contention in all the matters being disposed of under this judgment. Though the individual facts vary, the questions arising in these appeals are common.

After the dismissal of the writ petitions on March 1, 1993 as aforesaid, Kanoria says, it deposited the difference amount between pre-revised and the revised electricity rates. It did not, however, deposit the "additional charges" leviable under clause 7(b), referred to above, which are generally referred to - and referred to hereinafter - as "late payment surcharge". Thereupon, the Board issued a notice of demand calling upon Kanoria to pay the late payment surcharge in a sum of Rs.3,27,01,408.88p. [calculated upto February 28, 1993]. Similar demand notices were served upon other Appellants also. A fresh batch of writ petitions were filed by several consumers including the Appellants herein questioning the notices demanding late payment surcharge under clause 7(b). **The main contention of the Appellants before the High Court was that inasmuch as the High Court had stayed the operation of the Notification dated April 21, 1990 [by its Order dated July 25, 1990 as continued from time to time], clause 7(b) remained inoperative during the period July 25, 1990 to March 1, 1993 and, therefore, no late payment surcharge can be levied on the amount withheld by Appellants under the orders of the court, even though their writ petitions were dismissed ultimately.** According to the Appellants, it was not a case where the court enjoined the Board from collection the dues according to the aforesaid Notification, or was it a case where the collection of bill amount was stayed simplicitor. It was a case, they submitted, where the operation of the very Notification was stayed which meant that from the date of the stay order, clause 7(b) did not operate and was not effective till the dismissal of the writ petitions. Strong reliance was placed upon the decision of this Court in Adoni Ginning Factory v. Secretary, Andhra Pradesh State Electricity Board [1979 (4) S.C.C. 560]. The said contention has been rejected by the Division Bench. R.A. Sharma, J., speaking for the Division Bench, first examined the nature and effect of the

interim orders passed by courts pending disposal of substantive matters and then opined that in Adoni Ginning, this Court cannot be said to have held that in the case of stay of operation of the Notification, interest does not accrue at all. Sharma, J. pointed out that the said decision was concerned only with the period during which an order of injunction restraining the Board from collecting the revised charges was in operation and this Court opined that an order of injunction does not prevent the accrual of interest provided by the relevant tariffs/rules. Sharma, J. pointed out that the recoverability of the interest amount of the period covered by an order of stay of the Notification was not at all in issue in Adoni Ginning and, therefore, it cannot be said that there is any decision on the said question. Affirming the opt-repeated principle that a decision is an authority only for what it actually decides, the learned Judge opined that the consumers are liable to pay the late payment surcharge under clause 7(b) of the said Notification even for the period covered by the aforementioned order dated July 25, 1990 [as extended from time to time]. The learned Judge also pointed out that the interim orders passed in various writ petitions were not uniform and by way illustration set out in the interim order in Writ Petition No.30097 of 1990 [quoted by us hereinabove]. The correctness of the judgment is called in question in this batch of appeals.

Sri R. Vaidyanathan, who lead the arguments on behalf of the Appellants, submitted that the impugned decision of the High Court is clearly contrary to the principles enunciated by this Court in Adoni Ginning and cannot, therefore, stand. Counsel relied upon another order this Court dated April 23, 1996 in special leave Petition (C) No.9087-88 of 1996 [M/s. Hindalco Industries Limited v. State of Uttar Pradesh]. Learned counsel submitted that clause 7(b) of the Notification dated April 21, 1990 was penal in nature inasmuch as the late payment surcharge provided by it works out to 25.5 interest per annum. Such high rate of interest, learned counsel submitted, cannot but be characterized as penal.

Inasmuch as the decision in Adoni Ginning constitutes the sheet-anchor of the Appellant's case, it is necessary to closely examine the facts and ratio of the said decision. Electricity charges were enhanced by the Government of Andhra Pradesh under an Order dated 30th January, 1955. The enhancement was questioned by certain consumer by way of writ petitions in Andhra Pradesh High Court. The High Court stayed the operation of the Government Order enhancing the rates. The writ petitions came up for hearing before a learned Single Judge on February 22, 1957 and were allowed. The Government of Andhra Pradesh preferred writ appeals which were allowed by a Division Bench of that court on 19th December, 1958 upholding the validity of the enhancement. Thereafter, the Andhra Pradesh State Electricity Undertaking with effect from 1st April, 1959 issued bills to several consumer call in upon them to pay the arrears of enhanced charges. No demand was made under these notices for surcharge [for delayed payment of Bill amount] on the arrears. Meanwhile several consumers approached this court and obtained order of injunction restraining the Government/Board from realising from them the "amount of arrears occasioned by the enhancement of rates". Injunction was granted by this Court subject to certain conditions including the condition that in the event of the dismissal of their appeals, the Appellants shall pay the arrears with interest calculated @ one percent per annum. All the appeals were dismissed by this Court on 25th March, 1964. Thereafter, the Electricity Board issued demand notices calling upon the consumers to pay surcharge @ twelve percent per annum on the arrears in respect of which they had obtained order of injunction pending their appeals before this court. On receipt of these demand notices, the consumers again approached the High Court by way of writ petitions questioning the demand. Their writ petitions were allowed by a learned Single Judge observing that no surcharge was leviable during the period when the order of injunction granted by this Court was operation. The writ appeal preferred by the Board were, however, allowed by a Division Bench against which decision some of the consumers approach this Court again. It is,

therefore, clear that the only dispute in Adoni Ginning pertained to the liability of the consumers to pay surcharge @ twelve percent per annum on the amount not collected from them under the orders of injunction granted by this Court pending their appeals. It is significant to notice that the dispute in the said case did not pertain to the liability of the consumers to pay the surcharge amount for the period covered by the order of stay granted by the High Court; the Board did not choose to demand any surcharge for that period. The contention of the Appellants in Adoni Ginning was that by virtue of the injunction order granted by this Court, the consumers cannot be said to be in default in paying the electricity charges and, therefore, no surcharge was leviable. The contention was rejected by this Court [D.A. Desai and O. Chinnappa Reddy, JJ.]. The Court pointed out that according to clause (9), a consumer was liable to pay the bill amount within thirty days, in default of which he was liable to pay "an additional charge of one percent on the amount of the bill for every month delay or part thereof". The contention urged by the Appellant therein was repelled in the following words:

"The injunction granted by this court restrained the government from realising the arrears of enhanced charges..... All that the injunction did was to restrain the Board from realising the arrears which meant that the Board was restrained from taking any coercive action such as disconnection of supply of electricity etc. for the realisation of the arrears. The operation of G.O. No.187 dated 30th January, 1955, as such was not stayed. Thus the obligation of the consumers to pay charges at the enhanced rates was not suspended though the Electricity Board was prevented from realising the arrears. It was up to the consumers to pay or not to pay the arrears. If they paid the arrears they relieved themselves against the liability to pay surcharge. If they did not pay the arrears they were bound to pay the surcharge if they failed in the appeals before the Supreme Court. This was precisely what was pointed out by the Electricity Board in the Bills issued to the consumers after the Supreme Court granted the injunction. We may mention here that the Electricity Board is not demanding any surcharge on the arrears for the period during which the Andhra Pradesh High Court had granted stay. It was explained by the learned Counsel for the Electricity Board that no surcharge was claimed for that period as the operation of G.O.No.187 dated 30th January 1955 had itself been stayed at that time. Surcharge was claimed for the period during which the appeals were pending in the Supreme court since the Supreme Court did not stay the operation of G.O.No.187 but only restrained the Board from collecting the arrears.

That no stay of G.O.No.187 was ever intended to be granted by the Supreme Court is also clear from the circumstance that there was no injunction restraining the Electricity Board from collecting future charge at the enhanced rates. the Electricity Board was, therefore, right in claiming surcharge for the period the during which the appeals were pending in the Supreme Court and not Claiming surcharge for the period during which the Writ Petition and Writ appeals were pending in the High Court."

[Emphasis added] The learned counsel for the Appellants in the appeals before us rely upon the portions underlined in the above passage as a decision supporting their contention that where the operation of Government Order is stayed, no surcharge can be demanded upon the amount withheld. We find it difficult to agree. In our respectful opinion, the underlined portions do not constitute the decision of the court. They merely refer to the fact that the Board itself did not make a demand for surcharge amount in respect of the period covered by stay under its own understanding of the effect of the stayed order granted by the High Court and that it was justified in its opinion. The demand was , the court pointed out, in respect of the period covered by the order of injunction granted by this Court. **This Court held expressly that the grant of and injunction does not relieve the**

consumers of their obligation to pay the charges at the enhanced rates and, therefore, the demand for surcharge/interest for such period is not illegal. The portions underlined cannot be understood as laying down the proposition that in respect of the period covered by stay, no demand can be made. No such proposition can be deduced from the said passage for the reason that the liability for the said was not at all in issue in the said decision. Unless put in issue and pronounced upon, it cannot be said that there was a decision on the said issue. There was no list between the parties with respect to the period covered by the stay order of the High Court. If so, it cannot be said that any decision was rendered by this court on the said issue or aspect, as it may be called. We, therefore, agree with the High Court that Adoni Ginning cannot be read as laying down the proposition that the grant of stay of a Notification revising the electricity charges has the effect of relieving the consumers/petitioners of their obligation to pay late payment surcharge/interest on the amount withheld by them even when their writ petitions are dismissed ultimately. Holding otherwise would mean that even though the Electricity Board, who was the Respondent in the writ petitions succeeded therein, is yet deprived of the late payment surcharge which is due to it under the tariff rules/regulation. It would be a case where the Board suffers prejudice on account of the order of the court and for no fault of it's. It succeeds in the writ petition and yet loses. The consumer files the writ petition, obtains stay of operation of the Notification revising the rates and fails in his attack upon the validity of the Notification and yet he is relieved of the obligation to pay the late payment surcharge for the period of stay, which he is liable to pay according to the statutory terms and conditions indeed form part of the contract of supply entered into by him with the Board. We do not think that any such unfair and inequitable proposition can be sustained in law. No such proposition flows from Adoni Ginning. It is a matter of common knowledge that several petitioners [their counsel] word the stay petition differently. On petitioner may ask for injunction, another may ask for stay of demand notice, the third on may ask for stay of collection of the amount demanded and the fourth one may ask for the stay of the very Notification. Such distinctions are bound to occur where a large number of writ petitions are filed challenging the same Notification. the interim orders made by the Court may also vary in their phraseology in such a situation. Take this very case while the consumers has asked for stay of operation of the Government Order revising the rates, those very consumers asked for an injunction when they came to Supreme Court. Furthermore, as pointed out rightly by the High Court, the order of the stay granted by the High Court in writ petitions questioning the validity of the Notification dated April 21, 1990 were not uniform. In the case of writ petition filed by the Eastern U.P. Chamber of Commerce and Industry, Allahabad, the operation of the Notification was stayed while in the case of the writ petition filed by the Employers Association of Northern India, it was directed that "effect shall not be given to the notification dated 21st April, 1990 as against the petitioner shall deposit with the relevant authority within a period of one month from the date of dismissal of the writ petition the difference between the amount of electricity dues to be paid hereinafter by the petitioner under our orders and the sum which may be calculated on the basis of the impugned notification". The words "sum which may be calculated on the basis of the impugned notification" in the later order clearly mean and include the late payment surcharge as well. The acceptance of the Appellants' argument would thus bring about a discrimination between a petitioner and a petitioner just because of the variation of the language employed by the court while granting the interim order though in substance and in all relevant aspects, they are similarly situated. It is equally well settled that an order of stay granted pending disposal of a writ petition/suit or other proceeding, comes to an end with the dismissal of the substantive proceeding and that it is the duty of the court in such a case to put the parties in the same position they would have been but for the interim order of the court. Any other view would result in the act or order of the court prejudicing a party

[Board in this case] for no fault of its and would also mean rewarding a writ petitioner in spite of his failure. We do not think that any such unjust consequence can be countenanced by the courts. As a matter of fact, the contention of the consumers herein, extended logically should mean that even the enhanced rates are also not payable for the period covered by the order of stay because the operation of the very Notification revising/enhancing the tariff rates was stayed. Mercifully, no such argument was urged by the Appellants. It is understandable how the enhanced rates can be said to be payable but not the late payment surcharge are provided by the same Notification - the operation of which was stayed.

*As has been pointed out by S.C. Agrawal, J., speaking for a three-Judge Bench in Shree Chamundi Mopeds Ltd. vs. Church of South India Trust Association, Madras [1992 (3) S.C.C.1], "while considering the effect of an interim order staying the operation of the order under challenge, a distinction has to be made between quashing of an order and stay of operation of an order. Quashing of an order results in the restoration of the position as it stood on the date of the passing of the order which has been quashed. The stay of operation of an order does not, however, lead to such a result. It only means that the order which has been stayed would not be operative from the date of the passing of the stay order and it does not mean that the said order has been wiped out from existence." ****

For the above reasons, the appeals fail and are dismissed subject to the above mentioned direction with respect to the rate of levy of late payment surcharge under clause 7(b) of the Notification dated April 21, 1990.

Writ Petition (C) No.761 of 1993 Writ Petition (C) No.761 of 1993 too is dismissed for the same reasons. No costs."

7.28 It is seen from the above order, it is understood that the late payment surcharge can be claimed on any demand of the arrears and such late payment surcharge is applicable even during the period of stay. In the present case also, the licensee claimed BPSC (belated payment surcharge) as per regulation 5(4) of TNE Supply Code Regulations, 2004. Therefore, it is concluded that the claim of the past dues along with BPSC is in line with the regulation.

7.29 With the above findings, it is concluded that the Licensee is entitled to collect the past dues of the erstwhile owner M/s.Durakraft Papers Pvt Ltd whose HT service No.297 was disconnected on 23-07-2023 for non-payment of CC charges and BPSC as per Tamilnadu Electricity Supply Code Regulation, 2004. Therefore, I concur the orders issued by the CGRF of Udumalpet EDC.

8.0 Conclusion:

8.1 From the above findings, it is concluded that the Licensee is entitled to collect the past dues along with BPSC attributed by the previous owner M/s.Durakraft Papers Pvt Ltd whose HT service No.297 was disconnected on

23-07-2023 for non-payment of CC charges and pending payment for availing new HT service connection along with BPSC in line with the regulations after deducting the amount already paid.

8.2 With the above findings A.P.No.38 of 2024 is disposed of by the Electricity Ombudsman.

(N. Kannan)
Electricity Ombudsman

“நுகர்வோர் இல்லையேல், நிறுவனம் இல்லை”
“No Consumer, No Utility”

To

1. M/s. Virgin Manufacturing Industries Pvt. Limited,
SF.No-42/2, Site No.42,43,
Co-operative Colony, Kalapatti Road,
Vilankurichi, Coimbatore – 641035.

- By RPAD

2. The Deputy Financial Controller
Udumalpet Electricity Distribution Circle,
TANGEDCO,
Udumalpet,Eripalayam, Tiruppur Road,
Udumalpet – 642 126.

3. The Assistant Executive Engineer, General,
Udumalpet Electricity Distribution Circle,
TANGEDCO,
Udumalpet,Eripalayam, Tiruppur Road,
Udumalpet – 642 126.

4. The Superintending Engineer,
Udumalpet Electricity Distribution Circle,
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- By Email

5. The Chairman & Managing Director,
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6. The Secretary,
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7. The Assistant Director (Computer)
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