

BEFORE THE ELECTRICITY OMBUDSMAN, JHARKHAND
4th floor, Bhagirathi Complex, Karamtoli Road, Ranchi – 834001

Dated- 9th February, 2011

Appeal No. EOJ/06/2010

M/s Arihant Ingots Pvt. Ltd	Appellant(s)
	Versus	
JSEB through its Chairman & others	Respondent(s)
	With	

Appeal No. EOJ/07/2010

JSEB through its Chairman & others	Appellant(s)
	Versus	
M/s Arihant Ingots Pvt. Ltd	Respondent(s)

Present:

Shri Arun Kumar Datta	Electricity Ombudsman
Shri Ajit Kumar	Counsel for M/s Arihant Ingots Pvt. Ltd
Shri Vijay Kr. Gupta	Advocate for M/s Arihant Ingots Pvt. Ltd
Shri Rajesh Shankar	Counsel for JSEB & others
Shri Abhay Prakash	Addl. Counsel for JSEB & others

J U D G E M E N T

1. Both the aforesaid appeals nos. EOJ/06/2010 M/s Arihant Ingots Pvt. Ltd. Vrs. JSEB & others and EOJ/07/2010 JSEB & others Vrs. M/s Arihant Ingots Pvt. Ltd. arises out of one Judgement/order dated 19/08/2010 passed by the learned Vidyut Upbhokta Shikayat Niwaran Forum (In short to be referred as VUSNF) of JSEB, Ranchi in the case no. 14/2007 by which the learned VUSNF has allowed the complaint/representation of consumer/M/s Arihant Ingots Pvt. Ltd. against the JSEB. But no compensation was allowed to the consumer/M/s Arihant Ingots Pvt. Ltd., therefore the consumer/appellant M/s Arihant Ingots Pvt. Ltd. has filed this appeal No. EOJ/06/2010 for compensation for illegal disconnection by the JSEB whereas the appellant/JSEB has filed the appeal no.

EOJ/07/2010 against the Judgement/order passed by the learned VUSNF of JSEB, Ranchi in case no. 14/2007 praying therein to set aside the aforesaid Judgement/order of the learned VUSNF on the ground that the disconnection of consumer/ M/s Arihant Ingots Pvt. Ltd. was not illegal and as such the Judgement/order of the learned VUSNF is bad in law as well as on the facts of the case.

2. As both these appeals nos. EOJ/06/2010 and EOJ/07/2010 arise out of one Judgement/order of the learned VUSNF of JSEB, Ranchi passed in case no. 14/2007, therefore both these appeals are being disposed of by this common judgement.

3. The case of appellant/JSEB in case no. EOJ/07/2010 in brief is that the consumer/ M/s Arihant Ingots Pvt. Ltd. has taken an electric connection from the JSEB for running its industry bearing Consumer No. DM-HTS-441 under H.T.S.S. mode of tariff order, 2003-04 with a contract demand of 4200 KVA at 33 KV, which was energized on 11/06/2005. According to the appellant/JSEB the disconnection of the electric line of consumer/ M/s Arihant Ingots Pvt. Ltd. was disconnected by the JSEB both on 08/12/2005 and 04/10/2006 are fully justified as they are in conformity with Section 56 of the Electricity Act, 2003 and Clause 11.11.1 of the Electricity Supply (Code) Regulation. The energy bill dated 09/08/2006 which is related to Minimum Monthly Charges (M.M.C.) is fully justified and payable by the consumer/ M/s Arihant Ingots Pvt. Ltd. because the aforesaid charges is for the period of disconnection of electricity for non-payment of dues which is also incorporated in the agreement in between the licensee and the consumer/ M/s Arihant Ingots Pvt. Ltd.. Therefore the bills which were raised on account of minimum gurantee from 08/12/2005 to 16/07/2006 and further from 04/10/2006 till its restoration is fully in accordance with the law and as such the electric line of the consumer can not be restored till the consumer makes the full payment of the outstanding dues. The consumer has not made any payment of the bill dated 09/08/2006 for Rs. 1,64,09,314/- which is justified and thus payable by the consumer/ M/s Arihant Ingots Pvt. Ltd. The bill for Rs. 1,17,60,000/- mentioned in the aforesaid bill is also justified because it has been raised in accordance with the agreement and the tariff. Similarly, the bills for the months of June to September, 2005 are also justified because it has been raised in accordance with the Induction Furnace Tariff applicable to the consumer.

4. According to appellant/JSEB the Board officials had visited at Morangi Post Office for verification of certificate issued by the Morangi Post Office (on annexure 11 and 16/1) and on enquiry from the Post office it was revealed that notice dated 18/11/2005 which was sent through registered post on 19/11/2005 could not be served by the Postman to the consumer/ M/s Arihant Ingots Pvt. Ltd. as the Gate keeper of consumer returned back to the Postman saying that he will not receive the same only after asking from the employer/consumer. Similarly, notice dated 12/09/2006 was also sent through registered post to the consumer/ M/s Arihant Ingots Pvt. Ltd. on 13/09/2006 which had reached at Morangi Post office on 15/09/2006 which was also refused to be accepted by the Gate keeper of the consumer/ M/s Arihant Ingots Pvt. Ltd. on the ground that he will receive it after asking his employer/consumer. Thus, according to the appellant/JSEB the aforesaid fact goes to show malafide intention of the consumer/ M/s Arihant Ingots Pvt. Ltd. who had deliberately evaded the service of notice, which is not permissible and therefore the case of consumer/ M/s Arihant Ingots Pvt. Ltd. is fit to be rejected.

5. Therefore, according to the appellant/JSEB the Judgement/order of the learned VUSNF of JSEB, Ranchi dated 19/08/2010 passed in case no. 14/2007 is fit to be set aside by which the representation/complaint of the consumer/ M/s Arihant Ingots Pvt. Ltd. was allowed and the M.M.G. bill dated 09/08/2006 for a dues of Rs. 1,17,60,000/- was set aside and the appellant/JSEB has been directed not to raise any M.M.G. bill for the disconnection period i.e, on 08/12/2005 to 16/07/2006 and from 04/10/2006 till the power supply is restored and further directed to issue revised energy bills to the consumer/ M/s Arihant Ingots Pvt. Ltd.

6. On the other hand, the case of consumer/ M/s Arihant Ingots Pvt. Ltd. as stated in its counter affidavit and also stated in its appeal No. EOJ/06/2010 is that the concerned bills for the alleged non-payment of power supply of consumer was disconnected, have also been quashed by the learned VUSNF in case no. 11/2007 and also upheld by this Appellate Forum of Electricity Ombudsman vide order dated 29/02/2008 in case No. EOJ/13/2007 and JSEB has also given to adjust the excess paid amount approximately Rs. 1, 00, 000, 00/-. As such this fact itself goes to proof that dispute against those bills raised by the JSEB is bonafide and during pendency of dispute the power supply of consumer/ M/s Arihant Ingots Pvt. Ltd. could not have been disconnected as per the

settled law laid down under Section 56 of the Electricity Act, 2003. In view of settled law 15 clear days notice means 15 days by eliminating both the terminal dates i.e, date of receipt of notice and date of disconnection if such 15 days clear notice was not given by the JSEB before disconnecting power supply of the consumer, such disconnection can not be held to be lawful. The receipt of the notice is an essential part of Section 56 of Electricity Act, 2003-04 which JSEB had failed to comply the aforesaid provisions. Considering the aforesaid provisions of law, the learned VUSNF has passed the Judgement/order in favour of the consumer/ M/s Arihant Ingots Pvt. Ltd. and therefore the case of appellant/JSEB is fit to be dismissed.

7. Further case of consumer/ M/s Arihant Ingots Pvt. Ltd. is that from the very first month of billing i.e, from June, 2005 the JSEB started raising hypothetical energy bills for the demand charges treating the contract demand of 4200 KVA as the Maximum Demand of the consumer/ M/s Arihant Ingots Pvt. Ltd. which was protested by the consumer/ M/s Arihant Ingots Pvt. Ltd. before the appellant/JSEB vide its letter dated 01/08/2005. This said dispute raised by the consumer/respondent/ M/s Arihant Ingots Pvt. Ltd. was bonafide because the learned VUSNF as well as the Electricity Ombudsman had already decided that H.T.S.S. consumers are not liable to pay maximum demand charges on the basis of 100% of the contract demand. But the consumer had paid the aforesaid bill amount under protest. Thereafter, the consumer/respondent/ M/s Arihant Ingots Pvt. Ltd. was again served such similar erroneous bills for the months of July and August which consumer/respondent also paid under protest. Under such circumstances of the inflated energy bills and also due to abnormal power interruption, the consumer had suffered huge loss and was awaiting a decision by the appellant/JSEB on the issue raised by the consumer/respondent in its representation dated 01/08/2005. The consumer/ M/s Arihant Ingots Pvt. Ltd. legged behind in paying the bill for the month of September, 2005 amounting to Rs. 39.66 lakhs and therefore the consumer/respondent wrote a letter to the appellant/JSEB vide its letter dated 02/11/2005 for temporary disconnection of its power connection till the improvement of power supply by the JSEB. The request of the consumer/respondent was completely denied by the appellant/JSEB vide its letter dated 19/11/2005 and the appellant/JSEB did not pass any order upon the dispute raised by the consumer/respondent.

8. Thereafter, the appellant/JSEB issued a disconnection notice dated 18/11/2005 to the consumer/respondent for payment of the aforesaid dues for the month of September, 2005. The aforesaid registered notice was dispatched from the Office of the appellant/JSEB on 19/11/2005 which was reached at the local post office of the consumer/respondent at Morangi on 22/11/2005 and it was delivered to the consumer/respondent on 25/11/2005. In view of settled law as also decided by the Hon'ble High Court and the Hon'ble Apex Court the given clear days notices are to be essentially counted from the date of the receipt of such notice, eliminating the date of service of notice and also, eliminating the date of disconnection of power. Besides it Section 56 of Electricity Act, 2003 and Clause 11.11.1 of the Electricity Supply (Code) Regulation prescribes for 15 clear days notice, the period of 15 days in the case of consumer/respondent starts from 26/11/2005 as the notice was served to the consumer/respondent on 25/11/2005 and it ends on 10/12/2005 and therefore the appellant/JSEB could have disconnected the power supply of consumer/respondent on 11/12/2005. But the appellant/JSEB had disconnected the power supply of consumer on 08/12/2005 itself which is against the settled principle of law and disregard to the settled law of the land.

9. According to consumer/respondent/ M/s Arihant Ingots Pvt. Ltd. the actual payable amount till the date of disconnection on 08/12/2005 was Rs. 99,11,887/- (upto 11/2005) and the appellant/JSEB agreed to restore the power supply of the consumer/respondent vide order dated 21/06/2006 on the agreement to pay the aforesaid dues in 16 equal monthly installments. According to consumer/respondent/ M/s Arihant Ingots Pvt. Ltd. had paid the first installment amounting to Rs. 6,19,507/- vide receipt No. 311064 dated 30/06/2006 and Rs. 300/- as RC/DC amount vide receipt no. 40131 dated 01/07/2006 under protest and without prejudice to the rights for the installment of the dispute. The consumer/respondent had also executed the required installment agreement on 03/07/2006 and thereafter power connection of consumer/respondent was restored by the appellant/JSEB on 15/07/2006. Thereafter the consumer/respondent had also paid the second installment including the monthly installment along with the current bills. Thereafter the first billing month after restoration of the power supply of the consumer/respondent, the appellant/JSEB served a very erroneous and wrong bill dated 09/08/2006 upon the consumer/respondent including M.M.C. for 12/2005 to 06/2006

amounting to Rs. 1,17,60,000/- which was wrongly charged. The disconnection was made by the appellant/JSEB on 08/12/2005 which was illegal and against the law therefore the charging of any guarantee bill for the whole period of disconnection is also illegal. The appellant/JSEB had also issued another disconnection notice dated 12/09/2006 again at the address of the factory of the consumer/respondent for Rs. 1,17,86,148/- (minimum guarantee amount for disconnection period) which was sent through registered post on 13/09/2006, was received at Morangi on 15/09/2006 and it was delivered to consumer/respondent on 21/09/2006. After receiving the aforesaid disconnection on 21/09/2006, the consumer/respondent approached the appellant/JSEB and pointed out about the aforesaid erroneous demand of Rs. 1,17,86,148/- and the consumer/respondent also apprised the JSEB that the aforesaid notice for disconnection was contrary to the contract demand issued by the Chief Engineer (Commercial) and the consumer also disclosed its intention to instruct its bankers for stop payment of its earlier delivered post dated cheques under the installment agreement.

10. The consumer/respondent/ M/s Arihant Ingots Pvt. Ltd. had moved before the Hon'ble Court vide WP© no. 4845/2005 as the appellant did not respond to the request of the consumer in connection with the issuance of erroneous charges of KVA and the consumer by its representation dated 28/09/2006 had also raised a bonafide dispute with regards to the alleged demand of disconnection period of Rs. 1,17,86,148/- but the appellant/JSEB without taking any decision on the dispute raised by the consumer/respondent and also without completing of mandatory period of 15 days clear notice, the appellant/JSEB again disconnected the power supply of consumer/respondent on 04/10/2006. On the basis of service of notice and method of calculation of period of 15 days clear notice the period of 15 days given to the consumer/respondent would have lapsed on 06/10/2006 and as such the appellant/JSEB could have disconnected power supply of consumer/respondent on 07/10/2006 but the appellant/JSEB has disconnected the power supply of consumer before 03 days i.e., on 04/10/2006. Thus according to consumer/respondent the disconnection of power supply of respondent is illegal and therefore the consumer/respondent / M/s Arihant Ingots Pvt. Ltd. is not liable to pay any guarantee charges for the disconnection period and on the other hand the consumer/respondent is entitled to get suitable compensation from the appellant/JSEB for the loss of production and also for financial losses suffered by the consumer/respondent

and thus according to the consumer/respondent none of the grounds raised by the appellant/JSEB are worth of any consideration before this Forum and all the issues raised by the appellant/JSEB has been rightly decided by the learned VUSNF, therefore the appeal of the appellant/JSEB is fit to be dismissed and the appeal of the consume/respondent is fit to be allowed by awarding a suitable amount of compensation in favour of consumer/respondent and against the appellant/JSEB.

FINDINGS

11. Sri Rajesh Shankar, the learned Standing Counsel appearing on behalf of appellant/JSEB has contended that the learned VUSNF has failed to appreciate that the disconnection of electrical supply of the consumer/ M/s Arihant Ingots Pvt. Ltd. both on 08/12/2005 and 04/10/2006 are fully justified and are completely inconformity with Section 56 of the Electricity Act and Clause 11.11.1 of the Electrical Supply (Code) Regulation. According to Proviso of Section 56 of the Electricity Act, the consumer/respondent has to pay the amount claimed from him for each month calculated on the basis of average charge for electricity paid by him during the preceding 06 months whichever is less pending disposal of any dispute in between the consumer/respondent and the licensee. According to the learned Counsel of JSEB in the instant case, the consumer/respondent has neglected to pay charges of electricity and without fulfilling the requirement as required in the Proviso of Section 56 of the Electricity Act the consumer/respondent/ M/s Arihant Ingots Pvt. Ltd. can not question the validity of notice nor Section 56 of the Electricity Act gives any liberty to the consumer to unlawfully evade the service of notice with an intention to evade the lawful demand of the licensee. In this context, the learned Counsel of JSEB has drawn my attention towards the service report issued at Morangi Post office which was verified by the officers of the JSEB. According to which annexure 11 and annexure 16/1 the RLN no. 5217 dated 21/11/2005 was received at Morangi Post office on 22/11/2005 and it was delivered to the consumer on 25/11/2005 because when the postal peon had gone to deliver this registered letter on 23/11/2005 then the Guard told the postal peon that he will receive it after getting orders from the employer/consumer. Similarly, another disconnection notice which was sent through registered post vide letter No. 803/13/09/2006, was received at Morangi Post office on 15/09/2006 and it was delivered on 21/09/2006 because again the Guard of

consumer had told the postal peon that he will receive it after getting orders from his employer. The first disconnection notice for outstanding dues of Rs. 39,66,833/- towards the bill of September,2005 was issued on 18/11/2005 and the electricity connection of consumer/respondent was disconnected on 08/12/2005, which is much after 15 days as required under Section 56 of Electricity Act. Similarly, the second disconnection notice dated 12/09/2006 for outstanding dues amounting to Rs. 1,17,86,148/- and the electrical connection of the respondent/consumer was disconnected on 04/10/2006 which is much after 15 days clear notice of disconnection of electrical supply of the consumer. As such, in the case of second disconnection notice also the 15 clear days notice has been completed in accordance with the Section 56 of the Electricity Act. According to the learned Counsel of the appellant/JSEB the word 'giving' appears in Section 56 of the Electricity Act. Therefore the licensee has only to give clear days notice of 15 days to consumer before disconnection of electrical supply to the consumer. In support of his contention the learned Counsel of appellant/JSEB has relied and filed ruling reported in (2007) 6Supreme Court Cases 555 and (2008) 8Supreme Court Cases 529. On the basis of aforesaid ruling it has further contended on behalf of appellant/JSEB that the Board has also given 15 days clear notice to the consumer/respondent therefore the disconnection of the consumer/respondent can not be held to be illegal. But I do not find any force in the aforesaid contention of the learned Counsel of the JSEB because the aforesaid ruling has been made while interpreting the Section 138 of the second part of Negotiable Instruments Act (N.I.A) where the payee has the statutory obligation to make a demand by giving notice, the words in Clause (b) of Proviso of Section 138 of the aforesaid Act, therefore giving notice in the context is not the same as the receipt of notice because giving is a process of which receipt is the accomplishment as such both the aforesaid rulings do not help the appellant/JSEB in the instant case, whereas in the ruling reported in 1961 3SCR 609, AIR 1967 SC684 held in the case of Pioneer Motors (P) Ltd Vrs. Municipal Council and AIR86 AP37 it becomes settled that 15 days notice for payment of electricity charges is to be counted not from the date mentioned in the demand notice but from the date of service of said demand notice. This is the view of the Hon'ble AP High Court in which the Hon'ble AP High Court has relied on the ruling held by the Hon'ble Supreme Court in the case of Raja Harish Chandra Vrs. Deputy Land Acquisition Officer reported in AIR 61 SC1500. In the ruling reported AIR86 AP 37,

(1961) 3SCR 601, AIR 67 SC 684 M/s Pioneer Motors (P) Ltd. Vrs. Municipal Council, 2PLJR at page 810 Ranchi Bench, AIR87 Rajasthan (33) and AIR 61 SC 1500 this principle is settled that both the intermittent days have to be excluded. In the instant case the first disconnection notice dated 18/11/2005 was first tendered to the Guard of consumer by the postal peon on 23/11/2005 but it was actually received on 25/11/2005 therefore the first date of refusal by the Guard of the consumer i.e., on 23/11/2005 is considered to be valid service then the disconnection could have been effected on 09/12/2005 because 15 days complete on 08/12/2005. In view of the aforesaid ruling both the intermittent days have to be excluded therefore the first disconnection notice dated 18/11/2005 must be held to be beyond 15 days clear notice and therefore the first disconnection is held to be illegal.

12. Now the Second disconnection notice dated 12/09/2006 has been served to the consumer on 21/09/2006 and it does not show on which date it was firstly tendered by the postal peon to the guard of the consume. As such the delivery date dated 21/09/2006 is considered to be the service of disconnection notice to the consumer and as such the power connection of consumer could have been disconnected on 07/10/2006 but the appellant/JSEB has disconnected power supply on 04/10/2006 itself. Hence I am led to hold that the second disconnection is also illegal.

13. The Learned Counsel of the appellant/JSEB has further argued that the consumer has also neglected to pay the dues of the JSEB in view of Proviso of Section 56 of the Electricity Act which confers on the consumer to pay the dues of the licensee. In this case the consumer has neglected to pay the dues of the JSEB, therefore the electricity connection of the consumer was disconnected after giving 15 days clear notice. But I do not find any force in the contention of the learned Counsel of the JSEB because in the ruling reported in 2010(4) PLJR the Hon'ble Patna High Court has clearly held that A.M.G. charges having been served on the consumer who asked for payment in installment without disputing liability to pay, but the Board did not without any plausible reasons respond to it and only responded to giving facility of installment after disconnection of supply it was no conscious disregard to the liability by the consumer and it is not a case of neglect to pay resort of drastic power of disconnection can not be held to be valid. The aforesaid ruling is fully applicable into the facts and circumstances of this case because in the instant case there is a bonafide dispute by the consumer because

the JSEB has issued electrical bills to consumer for the first month of June, 2005 for the demand charge treating the contract demand of 4200 KVA as the maximum demand of the respondent which was protested by the consumer and ultimately the aforesaid bill was quashed by the learned VUSNF and upheld by this Forum also and it was so held that JSEB can not charge on 100% of the contract demand and for the first 12 months the consumer will be charged on actual consumption recorded in the meter as incorporated in Clause 4 © of the agreement. Similarly, the bills for the month of July and August, 2005 were also erroneously raised. Because of the erroneous bills raised by the JSEB and abnormal power interruption, the consumer had written a letter to the JSEB for temporary disconnection of its power because the grievance of the consumer was not redressed by the JSEB which was refused by the JSEB therefore I do not find any force that the consumer has fully neglected to pay the dues of the JSEB and the consumer wanted his electrical connection to be disconnected. Had it been so, the consumer did not have applied again for payment of arrear in installment which was also alleged by the JSEB but surprisingly within 15 days of its reconnection the consumer was served another arrear bill of Rs. 1.40 crores including M.M.C. from 12/2005 to 06/2006 for the whole period of disconnection. The JSEB had issued another disconnection notice dated 12/09/2006 again amounting to Rs. 1,17,86,148/- which was for the minimum guarantee amount for disconnection period which was sent through registered post bearing R.L.No. A-803 on 13/09/2006 which was received at Morangi post office on 15/09/2006 and was delivered to consumer on 21/09/2006.

14. The learned Counsel of JSEB has also argued that the consumer after first disconnection of its electrical connection did not raise the plea that the first disconnection was made beyond 15 days of receiving of notice rather the consumer applied for installment of its dues for which the consumer has also executed an agreement to this effect but after a long time this plea of illegal disconnection has been raised by the consumer which can not be allowed. But in my view point of law can be taken at any stage and on this score the case of consumer can not be ignored. The learned Counsel of JSEB has further argued that minimum monthly charges have been raised in view of agreement executed between the JSEB and the consumer therefore the consumer has to pay M.M.C. amounting to Rs. 1,17,60,000/- before reconnection but I do not find any force in the aforesaid contention of the learned Counsel of JSEB because in the ruling

reported in 2010 (4) PLJR which has been relied and filed on behalf of the consumer it has been held that where disconnection was illegal then the Board can not charge M.M.C. which has also been held in the case of M/s Electrical Patliputra Powers Equipment Pvt. Ltd reported in 1992(2) PLJR 62. Thus it becomes settled that licensee can not charge M.M.C. for the period of illegal disconnection. In this case also it has been earlier held that both the aforesaid disconnection of consumer are illegal, therefore the JSEB can not charge the M.M.C. from the consumer.

15. Sri Ajit Kumar the learned Counsel appearing on behalf of consumer/ M/s Arihant Ingots Pvt. Ltd. has also contended that there is no findings of the learned VUSNF on his prayer No. 4 of representation of the consumer in which the consumer has prayed for compensation of Rs. 2 crores which should be allowed by this Forum by modifying Judgement/order of the learned VUSNF. But I do not find any force in the aforesaid contention of the learned Counsel of consumer/ M/s Arihant Ingots Pvt. Ltd. because the JSEB also purchased electricity from the various Generating companies and during the period of disconnection those purchased electricity from Generating Company could not be used by the consumer though its price towards purchase of electricity was paid to the Generating Company by the JSEB. Therefore the JSEB has also suffered a huge loss during the period of illegal disconnection of the electricity connection of the consumer/ M/s Arihant Ingots Pvt. Ltd. In such circumstances, I am also of the view that no compensation can be allowed to consumer and as such this prayer No.4 of consumer as prayed its appeal No. EOJ/06/2010 is hereby rejected.

16. Thus from the aforesaid discussions and findings made above I am led to hold that the disconnection of power supply of consumer on 08/12/2005 as well as on 04/10/2006 are illegal and therefore M.M.C. bill dated 09/08/2006 amounting to Rs. 1, 17,60,000/- is hereby ordered to be set aside as illegal and it is further directed that JSEB will not raise any M.M.C. bill for the illegal disconnection period i.e., from 08/12/2005 to 16/07/2006 and from 04/10/2006 till the power supply is restored to the consumer/ M/s Arihant Ingots Pvt. Ltd. The JSEB is further directed to issue revised energy bill on the basis of above direction to the consumer/ M/s Arihant Ingots Pvt. Ltd.

17. In the result the appeal filed by JSEB No. EOJ/07/2010 is hereby dismissed as devoid of any merit and the appeal filed by the consumer/ M/s Arihant Ingots Pvt. Ltd.

appeal No. EOJ/06/2010 is also dismissed, so far as, it relates to the matter of prayer No. 4 of consumer regarding claim of award of compensation is concerned and the Judgement/order of the learned VUSNF of JSEB, Ranchi passed in case No. 14/2007 dated 19/08/2010 is hereby confirmed without any interference.

Let a copy of this order be served on both the parties.

Sd/-
Electricity Ombudsman