

**(2001) 06 JH CK 0025**

**In the Jharkhand High Court**

**Case No :** CWJC No's. 834, 836, 838, 1070, 1073 and 1090 of 1999 (R)

Rishi Cement Company Limited, Rollwell Enterprises

APPELLANT

Vs

Bihar State Electricity Board and Others

RESPONDENT

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**Date of Decision :** 15-06-2001

**Acts Referred:**

Electricity (Supply) Act, 1948 — Section 49, 79

**Citation :** (2001) 49 BLJR 1879 : AIR 2001 Jhar 64

**Hon'ble Judges :** M.Y. Eqbal, J

**Bench :** Single Bench

**Advocate :** Biren Poddar, for the Appellant; V.P. Singh, for the Respondent

**Final Decision :** Allowed

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## **Judgement**

M.Y. Eqbal, J.—In CWJC Nos. 834, 835 and 838 of 1999(R) the petitioner M/s. Rishi Cement Company Limited has challenged the order dated 5.1.99 passed by the General Manager-cum-Chief Engineer, Dhanbad Area Electricity Board, Dhanbad whereby the claim made by the petitioner for different financial years under Clause 13 of the High Tension Agreement has been disposed of by not granting full remission in Maximum demand charges and Annual Minimum Guarantee Charges for interruption of power supply on account of failure on the part of the Electricity Board. In CWJC Nos. 1070, 1073 and 1090 of 1999 (R) the petitioner M/s Rollwell Enterprises has challenged the order dated 14.1.99 passed by the General Manager-cum-Chief Engineer, South Bihar Chotanagpur Area Electricity Board, Ranchi whereby he has rejected the similar claim made by the petitioner under Clause 13 of the H.T. Agreement for different financial years. By the said order he has refused to grant full proportionate remission in payment of AMG charges for interruption in power supply on account of failure in supply of electricity by the respondents-Board.

2. After having gone through the impugned orders passed by the concerned General Managers-cum-Chief Engineers and after hearing the counsel for the parties I am of the view that the instant cases are fully covered by the Judgment

rendered by a Bench of this Court in the case of Jamshedpur Roller Flower Mills (P) Ltd. v. Bihar State Electricity Board 2000 (1) PLR 231. In the said judgment this Court, after relying upon the earlier decisions of the Supreme Court and the High Court, has laid down the mode of calculation to grant proportionate remission in payment of Annual Minimum Guarantee charges under Clause 13 of the Agreement. The General Managers-cum-Chief Engineers disposed of the claims made by the petitioners by the impugned orders without considering the law laid down by the Apex Court and this Court. The impugned orders, therefore, cannot be sustained in law.

3. These writ applications are, therefore, allowed and the impugned orders are set aside. The matter is remitted back to the concerned General Manager-cum-Chief Engineer to decide the question of proportionate remission in payment of AMG charges in the light of the decision of this Court and the Supreme Court referred to hereinabove.

4. Applications allowed.