
(2018) 09 UK CK 0004

In the Uttarakhand High Court

Case No : Writ Petition No. 2006 (MS) of 2014

Uttarakhand Power Corporation Ltd. And another	APPELLANT
Vs	
M/s Shyam Pulp and Paper Board and another	RESPONDENT

Date of Decision : 04-09-2018

Acts Referred:

Electricity Act, 2003 — Section 126

Citation : (2018) 09 UK CK 0004

Hon'ble Judges : Alok Singh, J

Bench : Single Bench

Advocate : Naresh Pant, Vipul Sharma

Final Decision : Allowed

Judgement

Alok Singh, J.

1. Respondent no. 1 applied for continuous power supply before petitioner on 31.05.2011. Petitioner Corporation agreed to it. Petitioner Corporation

charged power supply surcharge @ 15% as per tariff order issued by UERC. Respondent no. 1 filed a complaint being Complaint No. 320 of 2011

before Electricity Consumer Grievance Redressal Forum, Haldwani (for short â?? Redressal Forumâ??) on various ground inter alia that respondent

no. 1 has not entered into any agreement with petitioner Corporation. Redressal Forum, after hearing the parties, rejected the complaint of respondent

no. 1 vide order dated 30.05.2012. Respondent no. 1 approached the Ombudsman / respondent no. 2 by way of filing representation no. 18 of 2012.

Respondent no. 2 vide impugned order dated 12.08.2013 set aside the order dated 30.05.2012 passed by the Redressal Forum. Feeling aggrieved,

petitioner Corporation has approached this Court.

2. Heard Mr. Naresh Pant, Advocate for the petitioner and Mr. Vipul Sharma, Advocate for respondent no. 2.

3. This Court on 09.09.2014 has passed following order:

Perusal of the Annexure no. 3 dated 09.06.2011 to the writ petition reveals that consumer was asked to execute the agreement on the prescribed

format within seven days from the date of receipt of letter to use energy during peak hours too on payment of 15 percent extra energy charges.

Mr. Naresh Pant, learned counsel for the petitioner fairly submits that despite receiving the Annexure no. 3 dated 09.06.2011, consumer/respondent,

herein, did not execute agreement on the prescribed format. He, however, submits that prior to the letter dated 09.06.2011 (Annexure no. 3),

authorized representative of consumer/respondent has submitted his affidavit to the effect that consumer would be using energy on payment of 15

percent extra charges during peak hours too, therefore, department is authorized to recover 15 per cent extra charges for the use of energy during the

peak hours.

Mr. Naresh Pant, learned counsel for the petitioner seeks and is granted time to examine was it not open to the department to make assessment under

Section 126 of the Electricity Act against the consumer/respondent for using electricity during the peak hours too without there being agreement on

prescribed format which was required to be executed vide Annexure no. 3 to the writ petition.

4. Vide Annexure No. 3, respondent no. 1 was asked to execute the agreement on the prescribed format in order to use energy during peak hours too

on payment of 15% extra energy charges. From the perusal of record, it transpires that respondent no. 1 had not executed the agreement on the

prescribed format. Relying on the same fact that there is no evidence that any such agreement was signed, Ombudsman allowed the representation of

respondent no. 1.

5. Present petition was filed on 27.08.2014 and since then, there is no representation for respondent no. 1. Finally, on 29.12.2017 again fresh notice

was issued and office in its report dated 01.09.2018 endorsed that the factory i.e. respondent no. 1 is closed, meaning thereby respondent no. 1 is not

before this Court.

6. In such view of the matter, this Court cannot proceed against respondent no.

1. Accordingly, petition is dismissed.