

# **The U.P. Electricity Supply (Consumers) Regulations, 1984**

UTTAR PRADESH

India

## **The U.P. Electricity Supply (Consumers) Regulations, 1984**

### **Rule**

### **THE-U-P-ELECTRICITY-SUPPLY-CONSUMERS-REGULATIONS-1984 of 1984**

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The U.P. Electricity Supply (Consumers) Regulations, 1984Published vide Notification No. 1891/CU-2-C-4, dated July 10, 1984, published in the U.P. Gazette (Extraordinary), dated 14th June, 1985In exercise of the powers under Sections 49 and 79 of Electricity (Supply) Act, 1948 (Act No. 54 of 1948), and all other powers in this behalf and in supersession of all the previous notifications, orders and instructions on the subject, the U.P. State Electricity Board hereby notify their Electricity Supply (Consumers) Regulations, 1984, appended hereto with immediate effect.In exercise of the powers under Sections 49 and 79 of the Electricity (Supply) Act, 1948, the Uttar Pradesh State Electricity Board is pleased to make the following regulations with a view to lay down the terms and conditions for supply of electricity to persons other than a licensee.

### **1. Short title, commencement and extent.**

(1)These Regulations may be called the U.P. Electricity Supply (Consumers) Regulations, 1984.(2)They shall come into force with immediate effect.(3)Unless otherwise provided in any individual contract, all the provisions of these Regulations shall apply to all kinds of electrical supply to all classes of consumers as if they were part of contract between the Board and the Consumer.(4)The conditions of supply enforced by the Board with effect from September 1, 1966, as amended from time to time shall stand replaced by these Regulations made hereunder.

### **2. Definitions.**

(a)'Board' means the Uttar Pradesh State Electricity Board constituted under Section 5 of the Electricity (Supply) Act, 1948;(b)'Consumer' means any person who is supplied with energy by the Board and includes any person whose premises are for the time being connected with the works of

the Board for the purpose of receiving electrical energy, and also includes an intending consumer and a consumer who has been disconnected:(c)'Connected load' means the sum of the rated capacities of all the energy consuming apparatus in the consumer's installation;(d)'Contracted load' means the quantum of load for which the consumer has executed an agreement or made declaration for utilization of electrical energy, or load sanctioned in cases where formal agreement has not been executed;(e)'Contracted demand' means the maximum demand stipulated in the agreement of the consumer which he is entitled to create on the system of the supplier irrespective of his connected load, and pending execution of the formal agreement by the consumer, the load sanctioned to the consumer;(f)'Electrical Inspector' means Chief Electrical Inspector to the Government of Uttar Pradesh or his duly authorised representative;(g)'The Electricity Act' means the Indian Electricity Act, 1910, as modified from time to time;(h)'Occupier' means a person in lawful occupation of the premises where energy supplied by the Board is used or proposed to be used;(i)'Power Factor' means-(i)in a single phase circuit, the ratio of the watts to volt-amperes,(ii)in a three phase circuit, the ratio of total watts to the total volt-amperes;(j)'Average Power Factor' means the ratio of total KWH to total KVAR supplied to a consumer during any period;(k)'Premises' means a structure with or without land appurtenant thereto for which supply is requisitioned or to which a supply has been made or the portion of a building in occupation of the consumer or intending consumer connected or likely to be connected for supply;(l)'Service connection' means an electrical service line through which energy is, or is intended to be supplied and bears a reference, number to identify the installation in the Board's record which shall be termed as service connection number;(m)'The Rules' means the Indian Electricity Rules, 1956, framed under the Electricity Act as modified from time to time;(n)'Supplier' means the Board, and includes its representative;(o)'The Supply Act' means the Electricity (Supply) Act, 1948, as modified from time to time;(p)'Installation' means the whole of the electric wires, fittings, motors and apparatus erected and wired by or on behalf of consumer on one and the same set of premises as per B&L form;(q)'Executive Engineer' means the Executive Engineer of the Supplier or his authorised representative;(r)'Malpractice' means any act or omission in contravention of any of the provisions of these regulations, the Electricity Act, the Supply Act, the Rules or any other law or orders of any competent authority or the Board for the time being governing the supply of electricity by the Board and shall include :(i)getting reconnected in an unauthorised manner any service connection disconnected by the Board.(ii)any enhancement in the contracted load or contracted demand or connected load by a consumer without observing the formalities prescribed by the Board,(iii)any addition, alteration or extension to the electrical installation by a consumer without observing the formalities prescribed by the Board,(iv)any use of electricity for the purposes other than those for which the supply is given,(v)extending supply of energy to other premises with the intention of sale of energy or otherwise.(s)'Theft of energy' means pilferage of energy with or without the aid of any device including the consumption of energy which is not metered and any conduct preventing the correct recording by the meter of the consumption of electricity and also includes the installations having taken or tampered meter body seals;(t)Words, expressions and phrases used and not defined in these regulations or the Supply Act, shall have the meaning as are respectively assigned to them in the Electricity Act and the Rules;(u)Full form of various abbreviations used in the regulations are given below :KWH - Kilowatt hour,BHP - Brake Horse Power,KVA - Kilo Volt Ampere,KVAH - Kilo Volt Ampere hour,KV - Kilo Volt,T.P. Fuses - Triple pose fuses,SWG - Standard Wire Gauge,HP - Horse Power,KVAR - Kilo Volt Ampere Reactive,LT - Low Tension,RPM - Revolution Per Minute,HT - High Tension.

### **3. (i) Requisition for supply.**

(a) Requisition for supply of electrical energy will be made by the owner or lawful occupier of premises in his own name on the prescribed form obtainable free of cost from the local office of the supplier. (b) Any applicant, who is not the owner of the premises, shall obtain a "no-objection certificate" from the owner of the premises he occupies, on his requisition form. The responsibility for its authenticity will be on the applicant. Connection released to the applicant on such certificate which are found fake will be liable to disconnection. If the applicant, who is not the owner of the premises, fails to obtain the "No-objection certificate" from the owner of the premises, then he shall, if so required by the Board, give proof of his being in lawful occupation of the premises and also execute an indemnity bond indemnifying the Board, against any losses on account of disputes arising out of the supply of electrical energy to the occupant. (c) The premises where the connection is required must be clearly indicated by the consumer giving details of the premises under his occupation with the number of the service connection if any, whether existing or lying disconnected. (d) If the supply is required for motors or other appliances, the consumer shall state the rating of the motors or other appliances and the purpose for which it will be used. The horse power of the motor or the appliance may be checked by the supplier before or after giving connection and if the statement so furnished is found to be incorrect, it will constitute a contra-vention of these terms and conditions. (e) Requisition for temporary supply of electrical energy for illuminations on ceremonial occasions must be made at least 10 days before the supply is required failing which the supplier may, in his discretion, refuse to entertain the requisition. (f) Requisition for temporary supply of electrical energy for exhibition, melas, fairs and like occasions shall be made at least a month before the supply is required and a seven days notice in addition must be separately given to the Electrical Inspector and the District Magistrate as required under Section 20 of the Electricity Act. (g) The consumer requiring supply for industrial purposes shall obtain the necessary licence or permission from the local authority or any other competent authority as may be required under the statute of Rules or Regulations, prior to the requisitioning of supply from the Board. (ii) Voltage of supply. - Subject to feasibility, the supply will be given at the Voltage as approved by the Board from time to time. (iii) Earnest money. - Requisition for the supply of electrical energy shall be accompanied by earnest money amounting to Rs. 25 as per schedule of service and miscellaneous charges as may be prescribed by the Board from time to time. The earnest money will be refunded to the consumer if the requisition is not complied with for any reason. If, however, the non-compliance is due to any default of the consumer, the earnest money shall be forfeited. If the requisition is complied with, the earnest money shall be adjusted towards service connection charges and if the earnest money fails to cover the entire charges, the consumer shall pay the difference within the time allowed by the competent authority.

### **4. Size of service line and locations of Meter Board.**

- The size and layout of the service line, cut-outs and meter board and the location of the meter board, will be determined by the supplier and the meter board will be so located as to permit the supplier or its representatives free and convenient access thereto.

## **5. Estimate of the cost of service line chargeable from the consumer.**

- (i) After determining the size of the service line etc., and the location of the meter board, an estimate of the cost of service line indicating the amount required to be paid for shall be served on the consumer. (ii) The estimate of the cost of service line etc., will be valid only for a period of six months from the date of its issue, and payment shall be made in cash or through Bank Draft only within the said period failing which the requisition shall stand cancelled and the earnest money may be forfeited. (iii) After deposit of the amount of the estimate and on receipt of the written intimation from the intending consumer having complied with all the requisite formalities etc., other conditions of supply including the execution of declaration/agreement, submission of B & L forms etc., the supplier shall arrange as far as practicable, to supply the energy to the consumer. (iv) If the erection of service line has been taken up by the supplier or has commenced or completed, and the intending consumer, for some reason does not want to take supply, the cost of service line deposited may, at the discretion of the supplier, be refunded to the consumer after deduction of the following charges: (a) Cost of erection and dismantling of line and sub-station along with cost of un-salvaged materials. (b) Cartage charges of materials both ways from and to supplier's stores. (c) Fifteen per cent supervision charges on the amount calculated under (a) and (b) above.

## **6. Permission to install service line on adjoining premises.**

- (i) Where the consumer's premises have no frontage on public street and the supply line from the supplier's mains has to go upon, over or under, the adjoining premises of any other person (whether or not the adjoining premises is owned jointly by the consumer and such other person) the consumer shall arrange at his own expenses for any necessary way-leave or sanction. The supplier shall not be bound to afford supply until such way-leave or sanction is granted. Any extra expense incurred in placing the supply line in accordance with the terms of the way-leave or sanction shall be borne by the consumer. In the event of the way-leave or sanction being withdrawn, the consumer shall bear the expenses incurred in diversion of the service line or erection of new service line, as deemed necessary. (ii) The supplier shall not be under any obligation to supply energy in the absence of any way-leave or sanction, nor shall it be bound to ascertain the validity or adequacy of any way-leave or sanction obtained by the consumer. The consumer shall re-compensate the supplier, should the latter be involved in any legal proceeding relating to such way-leave or sanction.

## **7. Ownership, use and maintenance of service line.**

- Notwithstanding the payments for the whole or part of the cost of any service line (including the H.T. line) by the consumer, the service line shall remain the property of the supplier who shall maintain the same. The supplier shall also have the right to use it for supply of energy to any other person and to extend, alter or replace the service line to suit its requirements. The consumer shall not be entitled to any rebate/refund or reduction in minimum consumption guarantee or in the line rental, in case supply is given at a later date to another consumer from the line and sub-station feeding him.

## **8. Reconnection of supply at a premises where service connection is lying disconnected.**

- (i) (a) Reconnection of only those service connections which are not permanently disconnected will be considered by the supplier at the written request of the consumer. (b) Reconnection of a service connection lying disconnected shall be allowed only in the name of the consumer in whose name the connection existed provided he continues to be the lawful occupier, on payment of all outstanding dues which may include electricity and sundry charges, reconnection and disconnection fees, installation inspection fee, etc. and adequate security deposit. (c) In case requisition for connection of a disconnected premises is received from a person other than the defaulting consumer or his legal representative or successor-in-interest, the supply may be given after completion of due formalities. (ii) For electric connections lying disconnected for more than six months, the consumer will be required to furnish a revised B & L form of the installation in accordance with Rule 47 of the I. E. Rules before reconnection of supply, the consumer shall also pay the outstanding dues along with the minimum charges for the disconnected period and the cost involved in the service line, if any, and installation/inspection fee including additional security, if required.

## **9. Change of tenancy and mutation of names.**

- (i) The Executive Engineers shall within their respective jurisdictions dispose off the cases relating to change of tenancy and mutation of names of consumers so long as the change of tenancy or mutation of name is not contrary to any order passed by the State Government or the Board. In such cases fresh declaration/ agreement on the current terms and conditions shall be executed by the person seeking mutation or change of tenancy. (ii) The consumer shall not, without the previous consent in writing of the supplier, assign or otherwise transfer or part with the benefits and obligations arising under the contract nor shall the consumer in any manner part with or create any partial or separate interest therein. However, on the demise of the consumer the mutation of the consumer's name shall be in favour of legal heir/heirs who will take the liability of the connection if any, and shall sign a fresh agreement/declaration; Provided that no mutation shall be effected till outstanding dues, charges and demands against a service connection for which mutation is sought, are paid in full.

## **10. (a) Application for additional load.**

- If a consumer, in whose name the service is connected, wishes to have his sanctioned load increased, he shall submit an application thereof, giving full particular of the additional load required by him. Such an application will be dealt with in the same manner as an application for a new connection and the full cost of strengthening of the service line, etc., if any, as well as of laying new service line of adequate strength as may be necessary will have to be paid by the consumer in accordance with Regulation 5 (1) above and the supply will remain disconnected while the necessary alterations, additions, or repairs to the service connection are being carried out. During the period of such disconnection, no exemption or rebate in minimum charges/minimum consumption guarantee shall be allowed. If a consumer increases his contracted load or contracted demand without

permission of the supplier, the supplier may assess the consumption in accordance with the guidelines given in Annexure-I without prejudice to its other rights including the right of disconnection of the supply summarily without notice.(b)Application for reduction of load. - If a consumer, in whose name the service is connected, wishes to have his contracted load reduced, he shall submit an application thereof, giving full particulars of reduction of load required by him. The reduction in the contracted load of various categories of power consumers on such an application shall be allowed by the supplier on the terms and conditions detailed below, after completion of necessary formalities by the consumer, which are subject to revision by the supplier from time to time.

**Large and Heavy Power Consumer (above 75 KW/100 BHP)-**

- (i) A revised B & L form for the load to remain connected under the reduced contracted demand shall be furnished by the consumer for purposes of record.
- (ii) It shall be invariably, ensured that trivector meter/M.D.I. is existing at the premises of the consumer and recording correctly, failing which the M.D.I. will be got installed/replaced to have a watch over the load of the consumer.
- (iii) The existing Board's equipment (line, transformer and switchgear, etc.) installed for feeding the existing load will be replaced by the equipment adequate for giving power to the extent of the reduced contracted load and the expenditure incurred by the Board on dismantling and erection including the cost of cartage, labour and unsalvaged materials, if any, will be paid by the consumer.
- (iv) The existing agreement will stand terminated with effect from the date of allowing reduction in load and the consumer will be required to sign a fresh agreement for the reduced load effective from the date of allowing reduction of load.
- (v) The consumer will be required to deposit additional amount of security to bring the security at the current rates as may be in force from time to time.
- (vi) No reduction in line rental, being paid by the consumer, will be allowed and the consumer will continue to pay the line rental as hitherto.
- (vii) No refund will be allowed to the consumer on account of the cost of line and sub-station which the consumer may have deposited initially at the time of taking the connection.
- (viii) Any request of the consumer made in future for load beyond the reduced contracted load, will be treated a new requisition and shall be considered in accordance with the priorities fixed by the Board/Government from time to time.
- (ix) In the case of consumer whose load is reduced during the compulsory period of the agreement, no further reduction in load will be allowed during the compulsory period of the revised agreement.
- (x) No reduction charges will be charged from such consumers provided the load is reduced to such an extent that the reduced contracted load remains more than 74 KW or 100 BHP irrespective of the fact whether compulsory period of agreement has expired or not. However, if the load is reduced below 101 BHP, then the consumer will be required to pay reduction charges Rs. 400.00 per BHP on the quantum -of load reduced below 101 BHP.
- (xi) Subject to fulfilment of the above conditions and completion of necessary formalities, reduction in load will generally be made effective from first day of the month following the month in which the consumer applies for reduction of his load.
- (xii) Reduction in loads under the above conditions will be allowed by the Executive Engineer concerned provided the consumer remains at least in the category of Large Power (above 75 KW or 100 BHP) after reduction of load. However, if load is required to be reduced below 101 BHP, such reduction will be allowed by G. M.. KESA/concerned Chief Zonal Engineer/Additional Chief Engineer.

**Steel Arc Furnace Industries-**

- (i) The period of notice stipulated in the agreement, if any. for any change in the contracted demand shall stand waived. The reduction will be allowed on the basis of application made by the Arc Furnace consumer.
- (ii) The capacity of the sub-station will be reduced to be commensurate with the reduced demand and setting of protective devices adjusted

accordingly.(iii)A fresh agreement will be executed by the consumer for the reduced load in supersession of the existing agreement.(iv)Fresh B & L form for the reduced load will be submitted by the consumer and equipment verified by the representative of the Board.(v)All outstanding arrears will be required to be paid in full before reduction of load is allowed.(vi)Whenever in future further load is required, then the same will be treated as a new load and dealt with accordingly.

**Small and Medium Industrial Power Consumers (Up to 75 KW/100 BHP)-**

(i)It will be ensured that the consumer has already completed the compulsory period of agreement.(ii)The consumer will deposit reduction charges for the quantum of reduction in B.H.P. allowed at the rate of Rs. 400.00 per B.H.P.However, reduction in load of the consumer having load above 10 B.H.P and upto 25 B.H.P. may be allowed without realisation of reduction charges up to a maximum of 5 B.H.P. only, if the application is made after the expiry of compulsory period of agreement/declaration.Accordingly reduction in load of the consumer having load up to 10 B.H.P. may also be allowed without realisation of reduction charges up to a maximum of 2.5 B.H.P. only, if the application is made after the expiry of compulsory period of the agreement/declaration.Similarly the reduction in load up to a limit as specified above shall also be allowed before the expiry of the compulsory period of the agreement/declaration provided the consumer pays the minimum charges/minimum consumption guarantee on the quantum of load reduced at the current rates for the unexpired period of agreement/declaration.(iii)The consumer will be required to deposit additional amount of security to bring the security at the current rates as may be in force from time to time.(iv)B & L form for the reduced load will be furnished by the consumer and carefully verified as per physical checking at site. The following methods will be adopted for ascertaining the capacity of motor(s)/checking the contracted load : (1)In respect of power consumers of 75 B.H.P. and above, a M.D.I. will be installed at the premises of the consumer and watched for ½ hour with full load running, and if the demand recorded is correct, the reduction may be allowed. The M.D.I. will be provided at the cost of the consumer and will remain installed permanently. The reading and re-setting of the same will be done every month at the time of meter reading. Meter readings of these consumers and re-setting of the demand meters shall be the duty of the Junior Engineer Incharge of the Section.(2)In respect of power consumer up to 75 B.H.P. the capacity of motor(s) will be ascertained with the help of frame sizes (which are governed by the I.S.I. specifications) and no load current.After checking the motor(s) as above, a distinctive mark shall be provided on the motor(s) to avoid the possibility of changing of motor(s) by the consumer at the later date.The details and parameters of the motor installed will be entered in the test report.(v)The existing agreement will stand terminated with effect from the date of allowing reduction in load and the consumer will be required to execute a fresh agreement for the reduced load effective from the date of allowing reduction in load.(vi)The reduction in load will be allowed after the execution of the agreement for the reduced load and completion of all formalities provided herein.(vii)Any request made by the consumer in future for load beyond the reduced load, will be treated as a new requisition and shall be considered in accordance with the priority fixed by the Board/Government from time to time.(viii)No reduction in line rental, being paid by the consumer, will be allowed and the consumer will continue to- pay the line rental as hitherto.(ix)No refund will be allowed to the consumer on account of the cost of line or sub-station which the consumer may have deposited initially at the' time of taking the connection.(x)If at a later stage, B.H.P. of the motor in actual operation at the time of checking is found to be higher than the declared B.H.P. (as entered in the new B & L form), the consumer will be liable to pay the full minimum consumption charges on the

B.H.P. of the motor found to be in operation, from the date, reduction of load was allowed plus a penal charge of three times the minimum consumption charge leviable for the period from the date of declaration of change of motor. The consumer will be liable to be disconnected without notice if a higher B.H.P. is found to be in actual operation and shall remain disconnected till the full amount of the bill levied against him are deposited by him in the Board's office. In addition the consumer will be liable to be prosecuted for pilferage of energy from the Board's mains.(xi)The reduction of load under above conditions will be allowed by the Executive Engineer concerned. Cases not covered under above conditions will be allowed by the Chief Zonal Engineer concerned.Private Tube-wells Pumping Sets-(i)It will be ensured that the consumer has already completed the compulsory period of agreement.(ii)The consumer will deposit reduction charge for the quantum of reduction in B.H.P. allowed at the rate of Rs. 400.00 per B.H.P.However, reduction in load up to 2.5 B.H.P. will be allowed without charging Rs. 400.00 per B.H.P. if the application is made after expiry of the compulsory period of the agreement/declaration.A reduction in load up to 2.5 B.H.P. may also be allowed if the application by a consumer is made before the expiry of the compulsory period, provided he pays the fixed charges on the quantum of load reduced at the current rate for the remaining months of his agreement/declaration left in the expiry of compulsory period.(iii)Reduction to the extent of 2.5 B.H.P. at the maximum shall be allowed, but in no case the contracted load shall be reduced below 5 B.H.P.(iv)Where necessary the consumer will be required to deposit additional amount of security to bring the security at the current rate enforced by the Board from time to time.(v)The applicant in his application will invariably mention the name plate details of the existing motor(s) and the motor(s) to be installed.(vi)B & L form for the reduced load will be furnished by the consumer and carefully verified as per physical checking at site. The following methods will be adopted for ascertaining the capacity of motor(s) checking the contracted load :(1)The units consumption for running the tube-well for ½ hour with pump delivery valves fully open will be watched and recorded. For this purpose a properly tested 3 phase KWH meter will be connected in the L.T. consumption circuit and KWH recorded with the pump-set in operation with the delivery valve fully open will decide the connected B.H.P. of the motor.(2)After checking the motor(s) as above, distinctive mark shall be provided on the motor(s) to avoid the possibility of changing of motor(s) by the consumer at the later date.The details and parameters of the motor(s) installed will be entered in the test report.(vii)The existing declaration will stand terminated with effect from the date of allowing deduction in load and the consumer will be required to execute a fresh declaration for the reduced load with effect from the date of allowing reduction in load.(viii)Any request made by the consumer in future for load beyond the reduced load will be treated as a new requisition and shall be considered in accordance with the priority fixed by the Board/Government from time to time.(ix)No reduction in line rental, being paid by the consumer will be allowed and the consumer will continue to pay the line rental as hitherto.(x)No refund will be allowed to the consumer on account of the cost of line or sub-station which the consumer may have deposited initially at the time of taking the connection.(xi)If at a later stage. B.H.P. of the motor in actual operation at the time of checking is found to be higher than the declared B.H.P. (as entered in the new B & L form), the consumer will be liable to pay the full minimum consumption charges on the B.H.P. of the motor found to be in operation from the date the reduction of load was allowed, plus a penal charge of three times the minimum consumption charge leviable for the period from the date of declaration of change of motor. The consumer will be liable to be disconnected without notice if a higher B.H.P. is found to be in actual operation and shall remain disconnected till the full



amount of the bill levied against him are deposited by him in the Board's office. In addition the consumer will be liable to be prosecuted for pilferage of energy from the Board's mains.(xii)The reduction in load under the above conditions will be allowed by the Executive Engineer concerned. Cases not covered. under the above conditions shall be allowed by the Superintending Engineer concerned.

## **11. Application for alteration and shifting of Service Line or Meter.**

- (i) If a consumer, in whose name the service line is connected, desires any alteration or shifting of the service line or the meter, he may submit an application giving full particulars of the alteration or shifting with full specified reasons therefor.(ii)If after inspection of the site by a representative of the supplier, the proposed alteration or shifting is approved by the Engineer, the consumer shall be given an estimate of cost involved in carrying out the alteration or shifting and the whole cost will be payable by the consumer in advance as alteration or shifting charges.(iii)The alteration or shifting desired by consumer shall be carried out by the Engineer concerned subject to following terms and conditions and such other conditions as the Board may prescribe from time to time : (a)Feeding of load should be technically feasible at the new place of shifting.(b)The consumer will clear all outstanding dues, if any. pertaining to his existing place of connection.(c)The shifting may be normally allowed only within a particular Distribution Division to which the case pertains.No fixed charges, minimum charge or minimum guarantee will be charged from the consumer for the period the supply remains disconnected due to shifting, if such period is more than one month due to delay on the part of the supplier.

## **12. Wiring or installation in consumer's premises.**

- (i) The wiring in consumer's premises must be carried out by a licensed contractor and in conformity with the Electricity Act and the Rules for the time being in force. It is in the interest of the consumer to ensure that workmanship of the wiring is good, that it complies with the wiring rules of the Indian Standard Institution and that all safety precautions have been properly incorporated.(ii)A linked quick break main switch and single pole fuse on each conductor, except the neutral conductor, of adequate size capable of being easily operated upon completely to isolate the supply to the consumer's entire installation must be fixed as near the meter board, as possible, but in no case, farther than 100 centimetres from the meter board or in a position where a partition or wall comes between the meter board and the main switch. Leads of adequate size and length must be provided by the consumer for the connection between the consumer's main switch and the meter.(iii)If the connected load of any installation exceeds ten amperes at 230 volts, the installation shall be wired on the group system, separate neutral wires being brought back in each case to the supplier's point of supply. An approved type double pole linked switch shall control each main circuit.(iv)A separate circuit as mentioned under clause (iii) above for each tariff applicable to consumer shall be run from the supplier's points of supply. Wall plugs used on these circuits shall be three pin type, the third pin being an earth connection. Two pin plugs and sockets shall not be allowed. All appliances used in the bath-room or in other damp locations must be effectively earthed.(v)All motors shall be provided with suitable control gear, to the satisfaction of the supplier, so as to prevent the maximum current demand from the consumer's installation exceeding

the limits given in the following table at any time under all possible conditions :

Nature of supply	Size of installation	Limit of maximum current demand
1	2	3
Single phase	Up to and including 1 BHP	Six times full load current
Three phase	(a) above 1 BHP, up to and including 10 BHP	Three times full load current
	(b) above 10 BHP, up to and including 15 BHP	Twice full load current
	(c) above 15 BHP	One and a half times full load current

Failure to comply with these conditions will make the consumer liable to disconnection summarily and without notice. Motor circuits shall be controlled by a triple pole linked switch protected by a no-volt release and T.P. fuses or over-load releases. The releases shall be maintained in thorough working order. The wiring for motors shall be run with all three phase wires bunched in a single metallic conduit (or with an armoured cable) which shall be efficiently earthed throughout and connected to the frame of the motor from which two separate earth wires shall be run. The earth wire must not be smaller than the equivalent of No. 14-SWG copper. All motors shall comply in all respect with the Electricity Act and the Rules for the time being in force. (vi) The average power factor of the plant and apparatus operated by the consumer must not be less than 0.85. In the event of non-compliance of this provision, supply of electricity is liable to remain disconnected till suitable arrangements are made by the consumer to raise the power factor to the prescribed figure. The consumer shall also be bound by all the orders issued by the Board on the subject. (vii) The consumer shall install the motors bearing I.S.I. marks only. The supplier shall not be bound to supply energy if the consumer fails to install such motors.

### 13. Testing of installation prior to connection.

- (i) The consumer shall fill in the approved B & L form indicating that the wiring has been completed and tested by the Electrical contractor authorised for wiring and the same is ready for inspection and test prior to connection with the supplier's mains. (ii) Before submitting the B & L form the consumer shall ensure that the wiring is complete in all respects and that all fittings including lamps, fans, motors and other electrical appliances are properly connected. If any temporary wiring, dead ends, temporary fittings and appliances are found, the installation shall be deemed as unfit for connection. (iii) Similarly, in the case of temporary installation for exhibitions, me/as and fairs, etc. which are open to the public, the consumer shall make arrangements for the Electrical Inspector to inspect and test the installation and issue a certificate in writing, conveying his approval for connection to the Board's mains. (iv) The installation will be tested by the representative of the Supplier with due notice to the consumer who shall arrange for the presence of the electrical contractor or his representative at site at the appointed date and time to assist him for carrying out the test. (v) The inspection and test by the supplier will be such as to ensure that the installation and the appliances connected thereto shall comply with the relevant provisions of the Electricity Act, and the Rules, the Regulations, and such other orders of the Board as may be in force

for the time being.(vi)The supplier shall not charge for the first test made by him, but for the subsequent tests made due to faults or deficiencies disclosed at the initial or at a subsequent test shall be charged in accordance with the schedule of miscellaneous charges.(vii)Tests and inspections made by the supplier shall, in no way, relieve the consumer of his responsibility in regard to the installation, nor does the passing of an installation imply that the work has been carried out in best possible manner.(viii)Where high voltage installation and equipment including neon signs, X-ray apparatus, etc. are to be connected, the consumer must submit to the Electrical Inspector the Manufacturers' Test Certificate for the high voltage apparatus and must arrange for the Electrical Inspector to inspect and test the installation and issue a certificate in writing of his having passed the high voltage installation and apparatus for connection to the Board's mains.

#### **14. Failure of supply.**

- (i) If at any time the Board's service fuses blow out. a report thereof shall be lodged by the consumer with the supplier s local office which will arrange for rectification or replacement through authorised representatives.The supplier shall not carry out any repairs to a consumer's installation and if any defect exists in the consumer's installation as a result of which the failure of supply occurs or has taken place, the supplier shall not be responsible for such failures.(ii)The supplier shall not be liable for any claims for any loss, damage, or compensation whatsoever arising out of any accidental failure of supply or stoppage or curtailment or diminution or variation in supply or any failure, rostering, as a result of any direct or indirect directions or orders of Government or other competent authority in regard to the distribution of power, or due to war, mutiny, commotion, riot, strike, lock-out, fire, floods, lightning, earthquake or other causes beyond the control of the supplier.(iii)If the supplier's service fuses blow due to any defect in the consumer's wiring or installation, the supplier may charge from the consumer for the replacement of the service fuses in accordance with the schedule of the miscellaneous charges, for the time being in force.

#### **15. Access to premises and apparatus.**

- The officers/employees of the supplier/Board authorised to take meter reading on check the premises of the consumer shall be entitled at all reasonable times on informing the occupier or consumer on the spot to, enter into the premises to which energy is being supplied for the purpose of inspecting the meter and for all other purposes, connected with the supply, including defect in meter or supply line or pilferage or malpractices, etc. by consumer.The authorised representative of the supplier for the above purposes will be as follows :

(i)	For meter reading.	Meter reader and any other employee over and above him.
(ii)	For defect in supply line	Lineman/Fuseman and above.
(iii)	For detecting defect in meter and checking premises for anypurpose including theft/pilferage etc.	Junior Engineer of the area and any other officer

above him.

## 16. Consumption security deposit.

- (i) Before giving supply, the supplier may require a consumer to deposit security in cash or through bank draft to safeguard recovery of electricity dues for the energy supplied to the consumer on credit. The rate of security deposit may be revised from time to time to take into account any change in tariffs and all existing consumers shall have to pay the additional security to replenish their security at the new rates of security deposit. No interest will be allowed on the deposit up to Rs. 100.00. Simple interest @ 3% per annum will be paid by the supplier on cash security deposit exceeding Rs. 100.00. Full calendar month only will be taken into account for purpose of calculating interest. The interest accruing to the credit of the consumer for each period of 12 months ending 31st March will be adjusted in the electricity bill(s) arising subsequent to the said period. (ii) The Board will be at liberty at any time to further raise the security from consumers who habitually default in making payments of their monthly dues. (iii) The supplier shall be at liberty to apply at any time any security deposit made by a consumer towards payment or satisfaction of any money which may become due and payable by him to the supplier. In all such cases, the consumer will be required to make up the deficiency so caused in his security deposit and he shall be liable to disconnection, without any further notice, if he fails to comply within seven days from the date of service of the notice on him asking him to make up the deficiency. The connection of the consumer shall be re-connected only after he pays the amount deficient in the security and the requisite charges for the disconnection/reconnection as enforced by the supplier from time to time. (iv) The supplier may, at his discretion, demand additional security from a consumer at any time and the consumer shall be bound to pay the same within the stipulated time in the demand, failing which the consumer shall be liable to disconnection. Reconnection of the supply in such a case will be made by the supplier only after the receipt of disconnection/reconnection charges and the additional security as demanded. (v) [Besides disconnection, consumer will be liable to pay late payment surcharge at the rates as specified in the tariff applicable to consumer, on failure to pay Security/Additional Security within due date.] [Substituted by Notification No. 244-CU-2/S-8, dated 28th January, 1994, published in U.P. Gazette, Part 1 (Kha), dated 25th June, 1994.] (vi) [The existing consumers from whom security could not be realised due to any reason whatsoever shall be required to pay the amount of security under sub-clause (i) within a period of 30 days from the date, a notice to that effect is served upon them and on failure to pay such security within such time the supply shall be liable to be disconnected.] [Inserted by Notification No. 618-CU-II-S-8, dated 7th March, 1994, published in U.P. Gazette, Part 1, Section (Kha), dated 18th March, 1995.]

## 17. Agreement.

- (i) The consumer shall enter into a formal declaration/ agreement for a minimum period of two years for taking electrical energy before release of supply. After expiry of the above period of two years, the declaration/ agreement will continue on year to year basis on the same terms and conditions unless terminated in accordance with the provisions of the declaration/ agreement. All consumers shall execute declaration/agreements governing supply of energy in the form prescribed by the Board from time to time. (ii) If the supply to a consumer is disconnected on request or in default before the compulsory period of two years is over, he shall be liable for payment of minimum

charge for the remaining period by which it falls short of two years or for the period of six months from the date of disconnection whichever is less, together with the estimated expenditure on the erection and demolition of the sub-station and the line (not paid by the consumer) actually dismantled due to the disconnection, together with the estimated expenditure on the cartage of the salvaged materials to stores and the cost of unsalvaged materials plus 15% supervision charges on the labour and cartage only.(iii)If after expiry of compulsory period of two years, a consumer is disconnected in default and he fails to get his connection reconnected within six months, the supplier shall serve one month's notice to the consumer to get the connection reconnected failing which the service could stand permanently disconnected, the consumer shall be liable to pay the entire dues up to the date on which it is declared by the supplier to have been permanently disconnected.(iv)In the event of no formal declaration/agreement having been entered into between the Board and the consumer, the later shall from the date, the supply of electricity has commenced, be bound by the further subject to the orders issued by the Board from time to time.(v)The assessment in the cases of permanent disconnection shall be further subject to the order issued by the Board from time to time.(vi)If the consumer, after execution of declaration/agreement, reduces or increases his load, or changes the process or shifts his connection, he shall have to execute a fresh declaration/agreement before doing so but shall be deemed as an old registered consumer of the supplier and a clause in the fresh declaration/agreement shall also be incorporated accordingly.

## **18. Tariff.**

- (i) The charges for supply of electrical energy shall be in accordance with the tariff as may be enforced from time to time.(ii)The sales tax, electricity duty, excise duty or any other levy by whatever name called, levied by the Government or any other competent authority on the energy supplied to the consumer from the supplier, shall be paid by the consumer.

## **19. Payment of Bills.**

- (i) Bills should be paid at the supplier's local cash office or at such other places as may be specified by the supplier, on or before the due date specified in this behalf.(ii)Rebate, if applicable, on a bill will be admissible only if payment of the bill alongwith arrear, if any, is made on or before the due date. Where in accordance with the tariff applicable, the consumer is required to pay surcharge, in case of default in payment of bill within due date, the consumer will be required to pay such surcharge in addition to the amount of the bill sent to him. If the consumer fails to pay the arrears including surcharge, the same may be added in the subsequent bill of the consumer as arrears.(iii)The inclusion of arrears in any subsequent bill shall not amount to waiver of the previous notice of disconnection.(iv)Bills shall ordinarily be sent by post or by hand delivery as soon as possible after the readings are taken. If it is not received by the consumer within three weeks from the date on which the last reading was taken and recorded on the meter card, he should contact the local office of the supplier and the supplier shall deliver a copy of the bill. However, the supplier shall not be responsible for the non-receipt of the bill by the consumer or delay in transit of the bill or disconnection of supply in default of payment.(v)In case the consumer disputes the correctness of any bill, he shall notify the supplier in writing of the item or items disputed and the grounds of dispute within the due date and shall contact the local office of the supplier to get the bills corrected

within time. If the said bill even then is stated to be correct, the consumer shall deposit the amount of the bill within the due date and may pursue his representation thereafter.(vi)The supplier will issue bill-cum-notice to the consumer. If payment is not made within due date, the consumer will be liable for disconnection 7 days after the due date under Section 24 of Electricity Act. This would be without prejudice to the supplier's right to recover the amount of the bill as arrears of land revenue.(vii)The due date for the payment of bills will generally be seven days from the date of issue of the bills, but for the office of the State Electricity Board, department of Central and State Government. Local bodies and University, the period will be thirty days.(viii)If the due date for the payment of a bill falls on a holiday observed by the supplier, the rebate shall be allowed or no surcharge levied, if the payment is made on the next working day.(ix)Cheque will be accepted only if it has been drawn on the Bank located at the Head-quarters of the Divisional office. The date of payment by cheque will be deemed to be the date on which the cheque is received in the office of the supplier, provided that the cheque is encashed within 7 days of presentation to the Bank and is not dishonoured, otherwise supplier will forfeit rebate/levy surcharge and have the right to withdraw the payment facility by cheque.(x)The date of payment by a money-order will be the date on which the money is received by the supplier.(xi)The date of payment by a bank draft or a postal order will be the date of its receipt in the office of the supplier.(xii)The supplier may, in its discretion allow a consumer to pay the dues in instalments. This shall, however, be without prejudice to the forfeiture of rebate or payment of late payment surcharge on the unpaid amount of the bill by the consumer as per provision in the respective rate schedule :Provided if the consumer fails to pay any or all of the instalments in future, his connection shall be liable to be summarily disconnected without notice and without prejudice to Board's right to recover the dues as arrears of land revenue.(xiii)The consumer hereby accepts to abide by the provisions of the U.P. Government Electrical Undertakings (Dues Recovery) Act, 1958, as modified from time to time in cases of default in payment of bills.

## **20. Notice of vacation of premises.**

- The consumer desirous of vacating the premises where the supply was taken, shall give to the supplier a notice in writing of not less than fourteen days to disconnect the supply. On receipt of such notice, the supplier shall cause the meter reading to be taken and shall serve the bill to the consumer who shall pay the amount of the same within time. If the consumer fails to pay the dues, it shall be adjusted from the security deposited by the consumer. The consumer shall, however, be responsible for the energy consumed in the premises till the date of final disconnection of supplies and for the safety of the supplier's apparatus. The supplier shall, however, have the discretion to accept any shorter notice.

## **21. Meters.**

- (i) The amount of energy supplied to a consumer, or the electrical quantity contained in the supply, shall be ascertained by meter or meters fixed in the premises by the supplier. The meter shall ordinarily be installed at the point of entry to the building and in such manner as to make it easily and conveniently accessible to the supplier's representative for the purpose of reading and inspection.(ii)If the consumer disputes the accuracy of any meter, he may upon giving notice together with payment of the prescribed fee. have the meter tested by the supplier. In the event of

the meter being found, on such test or on routine tests as may be arranged by the supplier, to be inaccurate beyond the limits of error, allowed under the Act and the Rules for the time being in force, the testing fee shall be refunded to the consumer and the bills for the last three months preceding the date of payment of testing fee shall be modified in accordance with the test results. In case the supplier desires to check the accuracy of any meter, the bills for last three months preceding the date of installation of check meter shall be modified in accordance with the test results.(iii)(a)If at any time a meter becomes defective or ceases to register the consumption and no theft or mal-practice is suspected, the electrical energy consumed by the consumer during the period the meter remained defective or stopped shall be determined on the basis of average consumption of the preceding three consecutive months.(b)If, however, the conditions in regard to use of electricity did not remain the same during such period of three preceding months with the period during which the meter ceased to function or became defective, the electricity consumed by the consumer may be determined on the basis of connected load and hours of usage of electricity. In case of industrial consumers due regard shall be given to production figures and conditions of working during the period under question.(c)The supplier may inspect and test any meter installed at the consumer's premises, and for that purpose, if the supplier considers necessary, take off and remove any meter to its laboratory after replacing it by another meter. Before entering into the premises, the representatives of the supplier will disclose their identity and their intention for the entry/ to the consumer or his representative available on spot.(iv)(a)If the premises is locked or the meter is otherwise inaccessible for the reading, the supplier may bill the consumer on the basis of previous month's consumption subject to adjustment in subsequent bills.(b)If the meter remains inaccessible for the subsequent reading as well, the consumer shall be served with a notice to give facilities for reading the meter by a representative of the supplier at a fixed time and date. If the consumer fails to comply with the notice, the supply may be disconnected and the consumer will be charged for reasonable consumption for the second billing period subject to adjustment.(c)The visit of the Meter Reader, a representative of the supplier to the premises of the consumer for the purposes of meter reading shall not, in any way be construed to mean checking or inspection or testing of installation by the supplier.(v)In case the meter is found burnt at the consumer's premises, it shall be replaced on deposit of its cost by the consumer. If on testing or inspection in the test laboratory, the meter is found partly damaged the cost of its actual repairs will be charged and balance will be refunded to the consumer. In case the damage is not due to any fault to the consumer, the entire cost deposited by the consumer shall be refunded.(vi)The consumer will be responsible to the supplier for the safety of its meters and other apparatuses installed at his premises. The consumer shall not allow access to the supplier's meter seals or other equipments installed in his premises, to any body other than the supplier's authorised representative. The consumer will also be responsible for ensuring that the meters, and the supplier's seal affixed thereto are not damaged, broken or otherwise tampered with by any person, whatsoever, other than the duly authorised representative of the supplier. The consumer may require such representative to produce his identity card to establish his authority to represent the supplier.If the apparatus or in particular, the meter or any of the supplier's seal fixed thereto is found damaged, broken or otherwise tampered with, the consumer shall, besides the liability to the penalty prescribed in Rule 138 of the Rules, be also liable to be assessed as per Annexure-1 attached herewith alongwith retesting and resealing fee of meter, as detailed in schedule of Miscellaneous Charges.(vii)If the consumer opts to get the meter checked up through Electrical Inspector, to Government, Uttar Pradesh, in accordance with the provision of

Section 26 of the Indian Electricity Act, the consumer shall not withhold payment of the bills as are sent by the supplier. Any default in payment of bills will make the consumer liable for disconnection.

## **22. Discontinuance of supply in case of malpractice and pilferage of Electricity.**

- (A) Malpractice : (i) If at any time, the energy supplied under one rate schedule is used for a purpose for which a higher tariff is applicable, the whole of the energy registered as consumed during the last six months from the date of detection, will be charged at the rate schedule as applicable for such use of energy. The imposition of this liability will not relieve the consumer from any penalty imposed by law for such misuse of energy besides the disconnection of supply. The difference of the amount billed under higher tariff and lower tariff shall not be taken into consideration for the purposes of computing consumers liability to pay monthly/annual minimum guarantee. (ii) If at any time the consumer is found adopting any appliance or using the energy supplied to him for any purpose other than the purpose for which it was supplied or dealing with it in any manner so as to unduly or improperly interfere with the efficient supply of energy to any other person by the supplier, the supplier may without prejudice to its other rights under the agreement or under these regulations or under the provisions of the Electricity Act, disconnect the supply without any notice. (iii) If at any time the consumer is found exceeding the contracted load without specific permission of the supplier in case of connection up to 75 KW (100 BHP) the supplier may, without prejudice to its other rights under the agreement or under these regulations or under the provisions of the Electricity Act, estimate the value of the electrical energy, so abstracted, consumed or used as per guidelines given in Annexure-I and may also disconnect the supply without notice. (iv) If at any time the consumer is found using the energy to any service which is disconnected by the supplier including illegal restoration of the consumer's own disconnected service, the supplier may without prejudice to its other rights under the agreement or under these regulations or under the provisions of Electricity Act may charge the entire consumption of electrical energy, provided metered correctly, so abstracted, consumed or used at thrice the rate per unit of the rate schedule applicable to such consumption and may also disconnect the supply without notice. Similarly if at any time the consumer is found extending supply of electrical energy to other premises with the intent of sale of energy or otherwise, the supplier may without prejudice to his rights under the agreement or under these regulations or under the provisions of the Act may disconnect the supply without any notice till the consumer removes the extension to the satisfaction of the supplier and pays disconnection and reconnection charges as applicable from time to time. (B) Theft of Energy. - Where a fake or tampered meter body seal is detected or where there is evidence that consumer had dishonestly abstracted, consumed, used or wasted energy or otherwise established to the satisfaction of the supplier, that a consumer has in any manner abstracted, consumed or used electrical energy dishonestly, the supplier may estimate the value of the electrical energy so abstracted, consumed or used as per guidelines given in Annexure-I and may also disconnect the supply without notice. The imposition of this liability will not relieve the consumer from any penalty imposed by law for such misuse of energy besides the disconnection of supply. (C) The representative of the supplier who will get the supply so disconnected shall be an officer not below the rank of an Assistant Engineer who shall issue a letter to the consumer giving



details of such malpractice, pilferage, dishonest abstraction or irregular use of energy detected.(D)The supply shall remain disconnected till such malpractice, pilferage or irregular use of energy is given up, the means thereof are removed or got regularised by obtaining sanction from competent authority and observing all other necessary formalities, as may be required to the entire satisfaction of the supplier and assessment bill alongwith all outstanding arrear together with disconnection and reconnection fee is deposited by the consumer. The bills of assessment shall be provided to the consumer at the earliest from the date of detecting such offence.

## **23. Assessment and Appeal.**

- (i) The Executive Engineer shall finalise all the assessment cases after giving an opportunity to the consumer to state his point of view.(ii)If the consumer is dissatisfied with the assessment so made, he may within 15 days of the receipt of assessment bill, appeal to the Superintending Engineer. The memorandum of appeal shall be in legible writing, on full-scape paper in triplicate duly signed by the consumer. All materials on which the applicant (consumer) seeks to rely for purposes of his appeal, shall be sent alongwith the memorandum of appeal.(iii)The appellate authority shall dispose off the appeal after considering the submission of the appellant in the memorandum of appeal, the material placed before him by the appellant and the enquiry records. It shall not be obligatory for the Appellate Authority to give a personal hearing, but if a request is made in that behalf he may grant such hearing to the appellant. The appellant may be represented at such hearing by a legal practitioner or any person duly authorised in that behalf.(iv)The appellate authority may,-(a)confirm, reduce, enhance or annul the assessment, or(b)set aside the assessment and order fresh disposal of the case with or without further enquiry, or(c)conduct a further enquiry itself or call for a report from the lower authorities and dispose off the appeal in the light of such further enquiry or report, or(d)pass such other orders as it deems fit :Provided that no order adverse to the consumer shall be passed without giving notice and opportunity for a written representation to the consumer :Provided further that if the consumer fails to turn-up in spite of giving reasonable opportunity of being heard the appellate authority may proceed ex parte and decide the case on merits.(v)The appellate authority shall give reasons for his conclusions except in cases where the appeal is allowed in toto. The order in appeal shall be final and binding on the consumer.(vi)The period of assessment for malpractice and pilferage of electricity or dishonest abstraction of energy or other irregular use of energy shall be in accordance with the procedure laid down in Annexure-I :Provided that the inspection of the meter made by the Meter Reader or other representative of the Board for the purposes of meter reading shall not be deemed as inspection of the installation.(vii)For the inspection of malpractice, pilferage or theft of energy, the supplier's representative shall have the right to access to the premises of the consumer at any time, it is needed. The supplier's representative, before entry into the premises shall disclose his identity and thereafter enter into the premises and the consumer shall not detain him in performing the duty. Any obstruction caused in inspection of the premises will make liable the connection to be summarily disconnected forthwith besides such other actions as are permissible under these regulations.

## 24. Indemnity.

- The consumer shall indemnify the supplier and keep it indemnified, against loss or damage to its distribution mains including transformer, switch-gears, meters etc., installed within his premises by theft, fire or otherwise except by reasonable wear and tear in natural course.

## 25. Resale of energy.

- The consumer shall not resale or supply the energy taken from the supplier. If the consumer is found supplying energy to any person in any other premises, his connection shall be liable to be disconnected at the time of spot checking without any notice.

## 26. Saving clause.

- Nothing in these regulations shall abridge or prejudice the rights of the Board or the consumer under the Electricity Act, the Supply Act or the Rules. The supplier, however, reserves the right to amend, cancel or add to these regulations from time to time.

## 27. Settlement of Dispute.

- In the event of reference of any dispute for settlement in terms of the Electricity Act, Regulations or agreement executed between the consumer and supplier, such reference shall be effective only when the consumer has deposited with the supplier the amount of dues in dispute. Annexure (See Paras 10 and 22) Guidelines for assessment I. Necessary assessment for compensation in the following malpractice and theft of energy cases shall be made as below : (a) In cases of use of energy through artificial means or by adopting any appliance. (b) In cases of using energy by creating obstruction in running of meters or interfering with the system of supply or wires etc. (c) In cases of dishonest abstraction of electrical energy or running of energy when supply is disconnected. Unit assessed =  $L \times F \times H \times D$ . Where L = is the connected load in KW. H = is the average number of hours per day the supply is made available in the distribution mains, feeding the consumer. D = is the number of days for which the pilferage took place which can be established from production of satisfactory evidence by the consumer. In case there is no possible evidence to establish the period, this factor be taken equivalent to 180 or the number of days elapsed from the date of connection/installation of meter till the date of detection of the pilferage whichever is less. F = denotes the type of supply as below :

- |  |             |
|--|-------------|
| (i) For L&F and domestic power consumers                         | F =<br>0.20 |
| (ii) For Commercial L&F and power consumers                      | F =<br>0.40 |
| (iii) For Small and Medium power consumers (up to 75 KW)         | F =<br>0.50 |
| (iv) For large and heavy power consumers (with load above 75 KW) |             |

F =  
0.75

In case of large and heavy power consumers for the purpose of assessment, the demand (v) for the month shall be taken as contracted demand of the consumer or 75 per cent, of the connected load, at the time of inspection, whichever is less.

The assessed unit shall be charged at the rates as mentioned under Para IV hereunder :II. In case of increasing contracted load or demand : (for consumers having contracted load up to 75 KW or 100 BHP) : Assessment charges = Rs. 6 x M x (LD - LS) x 3. Where M = is minimum consumption guarantee per BHP per month as applicable. LD = is the load detected in BHP at the time of inspection. LS = is the load sanctioned to the consumer in BHP. The difference of the amount billed under triple the rate and the Tariff rate under the appropriate rate schedule shall not be taken into consideration for the purposes of computing consumers liability to pay monthly annual minimum guarantee. III. Pilferage of energy detected during marriages and other occasions for temporary connections - Unit assessed = L x D x HL = is the connected load in KWH = is the average no. of hours/day the supply is made available in distribution mains feeding the consumer. D = No. of days for which supply given. Bill for the units assessed above shall be made at the rates as mentioned under Para-IV hereunder. IV. (a) The consumption so assessed shall be charged at thrice the rate per unit of the Tariff applicable to the consumer excluding the consumption recorded by the meter and the later shall be charged at the appropriate tariff rates. The amount billed at this rate (thrice the tariff rate) shall not be taken into consideration for the purpose of computing consumer's liability to pay monthly/annual minimum guarantee. (b) In case of consumer covered under categories of small power for PTW/ Pumping-Sets for irrigation purposes, small and medium power for industries and cinema, Theatres, Mixed load and temporary supply, the excess load over and above the contracted load shall be chargeable at triple the rate of flat/rate/M.C.G. of the appropriate tariff.