

**Notified on 30.08.2013**

**MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION,  
BHOPAL**

**Dated 07<sup>th</sup> August, 2013**

**MADHYA PRADESH ELECTRICITY SUPPLY CODE, 2013**

No. 2164 /MPERC/2013. In exercise of powers conferred by Section 181(2)(t) read with Section 43 (1), Section 181(2)(x) read with Section 44, Section 48 (b), Section 50 and Section 56 of the Electricity Act 2003 (No. 36 of 2003), Section 9 (j) of Madhya Pradesh Vidyut Sudhar Adhinyam 2000 (No 4 of 2001) and all other powers enabling it in that behalf , the Madhya Pradesh Electricity Regulatory Commission had notified “Madhya Pradesh Electricity Supply Code, 2004” on 16.04.2004 which was subsequently amended from time to time. Now, the Commission has decided to reframe the above Code. Therefore, the Commission hereby makes the following Electricity Supply Code to be known as ‘Madhya Pradesh Electricity Supply Code, 2013’.

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## **CHAPTER 1: SHORT TITLE, EXTENT AND COMMENCEMENT**

1.1 This Code may be called the “Madhya Pradesh Electricity Supply Code, 2013 {No.RG-I(i) of 2013}”.

1.2 The Code shall be effective from the date of publication in M.P. Gazette.

1.3 It shall extend to the State of Madhya Pradesh.

1.4 It shall apply to all persons engaged in the business of transmission and supply of electricity as covered under Section 14 of the Electricity Act 2003 (36 of 2003) and the consumers of electricity.

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## CHAPTER 2: DEFINITIONS

2.1 In this Code, unless it is repugnant to the context:

- (a) 'Act' means the Electricity Act 2003 (No. 36 of 2003) as in force from time to time.
- (b) 'Agreement' with its grammatical variations and cognate expressions means an agreement entered between the licensee and the consumer under this Code.
- (c) 'Apparatus' means electrical apparatus and includes all machines, fittings, accessories and appliances in which conductors are used.
- (d) 'Area of Supply' means the geographic area within which a Licensee is authorized by his license to supply electricity.
- (e) "Authorized load" in respect of LT domestic consumer means estimated load that can be used by the consumer in any month from the electric connection to the consumer's premises. This shall be expressed in multiples of 0.5 KW and based on a consumption of 75 units per half Kilowatt per month. The authorized load may be more or less than the sanctioned load in the consumer's premises and shall not be taken into account for the purposes of estimating the total connected load in the premises at LT.
- (f) "Authorised Officer" means the officer authorised by the State Government/Commission under Section 135 of the Act.
- (g) 'Billing demand' for a category of consumer shall be calculated as per the procedure provided in the Tariff Order, approved by the Commission.
- (h) 'Billing month' means the period in number of days between the dates of meter readings taken for the purpose of billing to the consumer for the period under consideration as a month.
- (i) 'Breakdown' means an occurrence relating to the equipment of the electric energy supply system including electrical line that prevents its normal functioning.
- (j) 'Code' means the Madhya Pradesh Electricity Supply Code as in force from time to time.
- (k) 'Commission' means the Madhya Pradesh Electricity Regulatory Commission.
- (l) 'Conductor' means any wire, cable, bar, tube, rail or plate used for conducting electrical energy and so arranged as to be electrically connected to a system.
- (m) "Connected Load," means aggregate of the manufacturer's rating of all energy consuming devices, in the consumer's premises, which can be simultaneously used. This shall be expressed in kW, kVA or HP units

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and shall be determined as per the procedure laid down in relevant clauses under 'Rating of Installations' in this Code.

- (n) 'Consumer' means any person who is supplied with electricity by the licensee and includes any person whose premises are for the time being connected for the purpose of receiving electricity from the licensee, persons who have applied for an electricity connection, persons whose supply is not yet connected even after due notice to avail connection or whose electricity supply has been disconnected. A consumer is -
- (i) 'Low Tension Consumer (LT Consumer)' if he obtains supply from the licensee at low voltage.
  - (ii) 'High Tension Consumer (HT Consumer)' if he obtains supply from the licensee at High Voltage.
  - (iii) 'Extra High Tension Consumer (EHT Consumer)' if he obtains supply from the licensee at Extra High Voltage.
- (o) 'Consumer's installation' means any composite electrical unit including electric wires, fittings, motors and apparatus, portable and stationary, erected and wired by or on behalf of the consumer at the consumer's premises.
- (p) 'Contract demand' means the maximum Load in kW, kVA or HP, as the case may be, agreed to be supplied by the licensee and contracted by the consumer and mentioned in the agreement.
- (q) 'Cut-out' means any appliance for automatically interrupting the transmission of energy through any conductor when the current rises above a predetermined quantum, and shall also include fusible cut-out.
- (r) 'Date of commencement of supply' means the day immediately following the date of expiry of period of notice of intimation to an intending consumer of the availability of power or the date of actual availing of supply by such consumer, whichever is earlier.
- (s) 'Distribution main' means the portion of any main with which a service line is, or is intended to be, connected.
- (t) 'Distribution System' means the system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the point of connection to the installation of the consumers.
- (u) 'Earthed' or 'connected with earth' means connected with the general mass of earth in such manner as to ensure at all times an immediate discharge of energy without danger.
- (v) 'Electric line' means any line/cable which is used for carrying electricity for any purpose and includes -

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- (i) any support for any such line, that is to say, any structure, tower, pole or other thing in, on, by or from which any such line is, or may be, supported, carried or suspended; and
- (ii) any apparatus connected to any such line for the purpose of carrying electricity;
- (w) ‘Electrical Inspector’ or ‘Inspector’ means an Electrical Inspector as defined under section 2 (21) of the Electricity Act, 2003 (36 of 2003).
- (x) ‘Energy’ means electrical energy-
- (i) Generated, transmitted or supplied for any purpose, or
- (ii) Used for any purpose except the transmission of a message.
- (y) ‘Energy charge’ refers to a charge levied on the consumer based on the quantity of electricity (units in kWh or kVAh as per tariff) supplied.
- (z) ‘Extra High Voltage’ means the voltage, which exceeds 33,000 volts subject, however, to the percentage variation allowed under this Code.
- (aa) ‘Financial Institution’ means :
- (i) ‘banking company’ within the meaning assigned to it in clause(c) of section 5 of the Banking Regulation Act, 1949 (10 of 1949);
- (ii) a public financial institution within the meaning of section 4A of the Companies Act, 1956 (1 of 1956);
- (iii) any institution specified by the Central Government under sub-clause (ii) of clause (h) of section 2 of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993);
- (iv) the International Finance Corporation established under the International Finance Corporation (Status, Immunities and Privileges) Act, 1958 (42 of 1958)
- (v) any other institution or non-banking financial company as defined in clause (f) of section 45-I of the Reserve Bank of India Act, 1934 (2 of 1934), which the Central Government may, by notification, specify as financial institution for the purposes of this Act.”
- (bb) ‘Fixed Charge’ for a billing period means a charge levied on the consumer based on the contract demand or maximum demand and shall be calculated as per the procedure provided in the Tariff Order, approved by the Commission.
- (cc) “Group user” means Cooperative Group Housing Society registered under the M.P. Cooperative Societies Act or a person representing his employees.
- (dd) “Harmonics” means a component of a periodic wave having frequency that is an integral multiple of the fundamental power line frequency of 50 Hz causing distortion to pure sinusoidal waveform of voltage or current, and as governed by IEEE STD 519-1992, namely “ IEEE
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Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems” and corresponding standard as may be specified in accordance with clause (c) of subsection (2) of section 185 of the Act.

- (ee) ‘High Voltage (HV)’ means the voltage higher than 650 volts but not exceeding 33,000 volts 50 cycles under normal conditions subject, however, to the percentage variation allowed under this Code.
- (ff) ‘Initial period of agreement’ means the period starting from the date of commencement of supply to the end of the month for which agreement is executed.
- (gg) ‘Installation’ means any composite electrical unit used for the purpose of generating, transforming, transmitting, converting, distributing or utilizing energy.
- (hh) ‘Licensed Electrical Contractor’ means a contractor licensed under Regulations 29 of the CEA( Measures relating to safety & electricity supply) Regulations, 2010.
- (ii) ‘Low Voltage (LV)’ means the voltage, which does not exceed 650 volts 50 cycles under normal conditions subject, however, to the percentage variation allowed under this Code.
- (jj) ‘Maximum Demand’ for a category of consumer shall be calculated as per the procedure provided in the Distribution and Retail Supply Tariff Order.
- (kk) ‘Meter’ means an equipment used for measuring electrical quantities like energy in KWh or KVAh, maximum demand in KW or KVA, reactive energy in KVAR hours etc. including associated equipments like Current Transformers (CT) and Potential Transformers (PT), including cables, where used in conjunction with such meter and any enclosure used for housing or fixing such meter or its associated equipments and any devices like switches or MCB/ load limiter or fuses used for protection and testing purposes.
- (ll) ‘Occupier’ means the owner or person in occupation of the premises where electrical energy is used or proposed to be used.
- (mm) ‘Overhead line’ means any electric line, which is placed above ground and in the open air but excluding live rails of traction system.
- (nn) ‘Person’ means any person or persons or occupier or possessor of the premises or place and may or may not be consumer and shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person.
- (oo) ‘Power Factor’ means the average monthly power factor and shall be the ratio expressed as a percentage of the total kilowatt hours to the total kilovolt ampere hours supplied during the month; the ratio being rounded off to two decimal figures, 5 or above in the third place of decimal being rounded off to the next higher place in the second. In

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case kWh or kVAh reading is not available then power factor shall be calculated on the basis of kVARh reading, if the meter has KVARh recording feature .

- (pp) ‘Service-line’ means any electric supply-line through which energy is, or is intended to be, supplied
- (i) to a single consumer either from a distribution main or immediately from the supplier’s premises, or
  - (ii) from a distribution main to a group of consumers on the same premises or on adjoining premises supplied from the same point of the distribution main.
- (qq) ‘System’ means an electrical system in which all the conductors and apparatus are electrically connected to a common source of electric supply.
- (rr) “Theft of Electricity” has the meaning assigned to it under Section 135 of the Act.

2.2 All other expressions used herein although not specifically defined herein, but defined in the Act, shall have the meaning assigned to them in the Act. The other expressions used herein but not specifically defined in this Code or in the Act but defined under any law passed by the Parliament applicable to electricity industry in the State or stated in the tariff order shall have the meaning assigned to them in such law.

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## **CHAPTER 3: SYSTEM OF SUPPLY AND CLASSIFICATION OF CONSUMERS**

### **System of Supply**

- 3.1 The declared frequency of the Alternating Current (AC) shall be 50 cycles per second.
- 3.2 The declared voltage of the AC supply is as follows:
- (a) Low Tension (LT) or Low Voltage (LV) -
    - (i) Single Phase: 230 volts between phases and neutral.
    - (ii) Three Phase: 400 volts between phases.
  - (b) High Tension (HT) or High Voltage (HV)- Three Phase: 11 kV or 33 kV between phases.
  - (c) Extra High Tension (EHT) or Extra High Voltage (EHV) - Three Phase: More than 33 kV between phases.

For Railway Traction two-phase supply may be given.

- 3.3 The licensee shall design and operate a distribution system in conjunction with the transmission system. The licensee shall not permit the voltage at the point of supply to the consumer to vary from the declared voltage which is:
- (a) In the case of low voltage -- by more than 6% on either side.
  - (b) In the case of high voltage up to 33 kV -- by more than 6% on the higher side or by more than 9% on the lower side
  - (c) In the case of extra high voltage --by more than 10% on the higher side or by more than 12.5% on the lower side.

### **Voltage of Supply to consumers**

- 3.4 The supply voltage for different contract demands shall normally be as follows:

<b>Supply Voltage</b>	<b>Minimum Connected Load</b>	<b>Maximum Connected Load or Contract demand</b>
230 volts	---	3 kW

<b>Supply Voltage</b>	<b>Minimum Connected Load</b>	<b>Maximum Connected Load or Contract demand</b>
400 volts	Above 2 KW	(i)Demand based tariff:*\br/>150 HP (112 kW) contract demand with no ceiling on connected load subject to payment of supply affording charges based on connected load.  (ii)Connected load based tariff:  150 HP connected load.

\* **Note:** Supply affording charges shall not be payable for enhancement of contract demand up to 150 HP limited to the connected load for which supply affording charges have already been paid.

<b>Supply Voltage</b>	<b>Minimum Contract demand</b>	<b>Maximum Contract demand</b>
11 kV	50 kVA	300 kVA
33 kV	100 kVA	10000 kVA
132 kV	5000 kVA	50000 kVA
220 kV or more	40000 kVA	----

Provided that if the licensee is satisfied that there are sufficient grounds for deviation in the norms above stated and such deviation is technically feasible, it may grant the same for reasons to be recorded in writing.

### **Classification of Consumers**

- 3.5 The classification of consumers, tariff and conditions of supply applicable to each category shall be as fixed by the Commission from time to time in the tariff order or otherwise.

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## **NEW POWER SUPPLY**

### **Licensee's Obligation to Supply**

- 4.1 The Licensee shall, on an application by the owner or occupier of any premises located in his area of supply, give supply of electricity to such premises within the time specified in this Code provided
- (a) the supply of power is technically feasible,
  - (b) the consumer has observed the procedure specified in this Code, and
  - (c) the consumer agrees to bear the cost of supply and services as specified.

### **Licensee's obligation to extend the Distribution System and Consumer's share in the Cost**

- 4.2 The Licensee shall normally meet the cost for strengthening / upgradation of the system to meet the growth in demand of the existing consumers through its annual revenues or funds arranged by the licensee and this cost shall be recovered from the consumers through tariff.
- 4.3 The cost of extension of distribution mains and/or extension /upgradation of the system up to the point of supply for meeting demand of new consumers along with supply affording charges etc. shall be payable by the consumer as per the provisions made in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.
- 4.4 The infrastructure laid up to the point of supply for giving supply to the consumer which may be within/outside the premises of the consumer up to the metering point, notwithstanding that cost of which has been paid for by the consumer to the licensee, shall be the property of the licensee for all purposes. The licensee shall maintain it and shall also have the right to use the same for supply of energy to any other person by extending or tapping it or augmenting its capacity. Provided that such extension or tapping or augmentation does not adversely affect the reliability and quality of supply or quality of service to the existing consumers.
- 4.5 When the licensee completes the work of extension of distribution mains and is ready to give supply, the licensee shall serve a notice on the consumer to take power supply within a stipulated period as mentioned in the agreement. If the consumer fails to avail supply within the notice period, the agreement shall come into force from the day following the end of the notice period, and thereafter the consumer shall be liable to pay all charges due from him as per the agreement.

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### **Service connection/ extension work got done by consumers**

- 4.6 The consumer can get the work of drawing of service line from the licensee's distribution mains up to his premises as per the estimates and layout approved by the licensee through a 'C' or higher-class licensed electrical contractor within stipulated time and the work of extension of EHT and HT line, distribution or HT substation and LT line through an 'A' class contractor as per the estimates and layout approved by the licensee. In such case the consumer himself shall procure the materials. The material should, conform to relevant BIS specification or its equivalent and should bear ISI mark wherever applicable. The licensee may ask for documentary evidence to verify the quality of materials used. The consumer shall be required to pay the supervision charges as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.
- 4.7 If the consumer fails to get the work done within the stipulated timeframe, the licensee may, on giving fifteen days notice treat the requisition for supply as cancelled and the consumer has to apply afresh.

### **Requisition for Supply**

- 4.8 Requisition for a new supply or an additional supply of electrical energy must be made in duplicate in the specified form, copies of which shall be available at a cost from the local office of the licensee (Annexure 1&2). Photocopies of a blank form or form downloaded from the website of the licensee may also be used by the consumer and shall be accepted by the Licensee.
- 4.9 The occupier of the premises, for which supply is required, shall make the requisition and shall indicate his full name and address with telephone number (if available) where the supply is required and also the name and address of the Licensed Electrical Contractor through whom the wiring will be carried out; but it is not necessary that requisition should be made through the Licensed Electrical Contractor. Any assistance or information required in filling up the form should be given by the licensee's representative to the consumer at the local office of the licensee.
- 4.10 The consumer shall also furnish desired documents as per list attached with the requisition form. The licensee may ask for the original documents from the consumer for verification. The consumer shall also intimate whether the service line and extensions, if any, shall be laid by the consumer or the licensee.

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4.11 For availing of a new connection for Domestic and single-phase Non-domestic categories, in case, the applicant is unable to provide the proof of legal occupation of the premises, the Officer in charge of the concerned distribution circle may waive such requirement and record, in writing, the reasons thereof. However, in such cases, the security deposit to be paid by the consumers shall be equal to the cost of ninety days of average consumption to be determined by the licensee's local office. The serving of connection to such premises shall not be used as a proof of legal rights on the premises or for any other legal use. If in future, it is found that the consumer has illegally occupied the premises, the connection shall immediately be disconnected permanently.

4.12 If the consumer, in respect of an earlier agreement executed in his name or in the name of a firm or company with which he was associated either as a partner, director or managing director or as occupier and/or owner of the premises, has any arrears of electricity dues or other dues for the premises where the new connection is applied for and such dues are payable to the licensee, the requisition for supply may not be entertained by the licensee until the dues are paid in full. However, release of new connections shall not be refused by the Distribution Licensee in following cases:

- (i) If the lease deed is cancelled by the State Government on account of any reason and allocated to a new party/consumer, then the new party/consumer shall not be required to pay the energy dues of erstwhile consumer.
- (ii) If the property is attached and sold by the Income Tax Department/Commercial Tax Department or such other Government Departments for recovery of their dues, then the new purchaser shall not be required to pay the energy dues of erstwhile consumer.
- (iii) If the Financial Institutions created under the State Act/Central Act attach and sale the property for recovery of their dues, then the purchaser shall not be required to pay the energy dues of erstwhile consumer.
- (iv) On vacation of Government quarter /flat on transfer of an employee leaving arrears of energy charges, new occupant shall not be required to pay the energy dues of erstwhile consumer.
- (v) If there is a specific order from a Court for non-recovery of arrears outstanding on the premises.

4.13 For the purpose of terms and conditions of supply, the premises shall include any land, building or structure for which the Distribution Licensee has agreed to supply electricity to the consumer as per agreement executed. However, the premises will be deemed to be separate premises and each separate premises will be given separate point of supply, if they are

- (a) having distinct set up and staff, or
- (b) owned or leased by different persons, or
- (c) covered by different licenses or registrations under any law where such procedures are applicable or having relevant document from local

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authorities, identifying the premises (for domestic category households) as separate:

### **Supply to different categories of consumers**

An application is to be made by the consumer to the licensee complete in all respects in the specified form, as required by the distribution licensee, along with necessary specified documents.

#### **(A) Supply at LT**

- 4.14 The Licensee shall verify the application and the enclosed documents at the time of receipt of application. A written acknowledgement shall be issued on the spot. If the application is found incomplete, the shortcomings in the form shall be intimated to the applicant in writing within 3 working days and after complete application in such case is received from the consumer, the licensee shall issue a written acknowledgement to the consumer immediately. Within 2 working days of receipt of the completed application form, the licensee shall intimate the consumer the proposed date of inspection, which should be within the next 5 working days in urban areas and 10 working days in rural areas.
- 4.15 The applicant along with the licensed contractor or his representative shall be present during the inspection. During the inspection, the Licensee shall:
- (i) Fix the point of supply and the place where meter and the cut-out/ MCB shall be fixed.
  - (ii) Fix the layout of the proposed lines and substation and estimate the distance between the point of supply and the nearest Distribution mains from where supply could be given.
  - (iii) Determine if the supply line is to go over any property belonging to a third party.
  - (iv) Verify other particulars mentioned in the application form, as required.
- 4.16 When the consumer's premises has no frontage on a street and the service line from the licensee's mains has to go upon, over or under the adjoining premises of any other person (whether or not the adjoining premises be owned jointly by the consumer and such other person), or in any other cases the consumer shall bring at his own expense any necessary way-leave, license or sanction for extension of distribution mains and service line and furnish to the licensee. The licensee shall not arrange supply of power until the way-leave, license or sanction is received. Any extra expense incurred in placing the supply line in accordance with the terms of the way-leave, license or sanction shall be borne by the consumer. In the event of the way-leave, license or sanction being cancelled or withdrawn, the consumer shall, at his own cost arrange for, or in case the work is carried out by the licensee at the consumer's request, pay full cost of, any diversion of the service line or the provision of any new service line thus rendered necessary.

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- 4.17 It shall be incumbent on the consumer to ascertain the validity or adequacy of way-leave, license or sanction obtained by him.
- 4.18 In case it is possible to extend supply from the existing mains, the licensee, within 7 days of inspection, will forward to the consumer, an advice for the charges for laying the service line, the amount of security deposit and any other charges as applicable for payment. The licensee will also intimate to consumer to execute the agreement. The work will be taken up after completion of all formalities by the consumer.
- 4.19 In case it is necessary to extend distribution mains or augmentation of sub-station capacity for giving supply to the consumer, the licensee will forward to the consumer, within 15 days in urban areas and within 30 days in rural areas, an advice containing the charges for extension of the distribution main, laying the service line, the amount of security deposit, any other charges as applicable and will also intimate if any additional formalities are required to be carried out by the consumer. In cases where the consumer has to lay the service line and extension of mains, the consumer shall pay the supervision charges on cost of extension of the distribution mains and laying the service line in addition to payment of other charges as may be applicable. The licensee will also intimate to consumer to execute the agreement. The work will be taken up after completion of all formalities by the consumer. The licensee will also intimate the consumer to furnish test report in the prescribed form.
- 4.20 In case the consumer fails to complete the formalities within stipulated time, the licensee shall give him notice to complete the formalities within the next 15 days failing which, his requisition for supply shall be cancelled. Thereafter, the consumer shall have to apply afresh for supply or additional supply as the case may be.
- 4.21 On completion of all formalities by the consumer and intimation that the service line and extension work have been completed, the licensee shall intimate the consumer, within 3 days, the date of testing of the consumer's installation. The consumer shall ensure that the licensed electrical contractor, who has carried out the wiring, should remain present during the testing.
- 4.22 On testing the consumer's installation, if the licensee is satisfied with the test results, the licensee shall arrange to install the meter with the cut-out or MCB, seal the meter in presence of the consumer and provide supply. If the Licensee is not satisfied, he shall intimate the consumer the shortcomings in the wiring, in writing. The applicant shall be required to get the defects rectified. On payment of the prescribed fee, testing shall again be conducted.

**(B) LT Supply to Multi-Consumer Complex including Commercial Complexes:**

- 4.23 For the purpose of providing new power supply to a building or a group of buildings having more than one connection and the total load of 50 kW or more, the same shall be considered as a multi-consumer complex.

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- 4.24 For supply to a multi-consumer complex the cost of required extension shall be borne by the developer/ builder/ society/ consumers as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.
- 4.25 The developer/ builder/ society/ consumer includes any agency whether Government, local body or private that constructs the Multi-Consumer Complex.
- 4.26 Meters shall normally be provided at the ground floor in accordance with the specified procedure in this Code. The land/room required for housing the transformer substation and meters shall be provided by the developer /builder/ society/ consumers free of cost for which rent or premium shall not be paid by the licensee. Transformers should preferably be placed in open areas. All safety measures as per statutory rules and regulations should be ensured by the developer /builder/ society/ consumers at their cost.
- 4.27 Connections for common facilities like lift, water pumps etc. shall be given in the name of the builder/developer/society. If requisitions for supply to individual flats are not received from the flat owners, connections may be given in the name of the builder/developer/society. Such connections may subsequently be transferred to the individual flat owner/occupier of the flat after completing the necessary formalities specified in this regard. The agreement for such individual connection shall be executed accordingly.
- 4.28 For the purpose of development of infrastructure for extension of distribution mains, the load of the multi-consumer complex shall be calculated on the following basis (Area represents built-up area of individual unit):

<u>AREA</u>	<u>LOAD</u>
(a) Upto 500 sq. ft.	2 kW
(b) For every additional 500 sq. ft. or part thereof over 500 sq. ft. of built up area, 0.5 kW of load should be added.	

The load of the common facilities like lift, water pump, parking lights etc shall be taken as declared by the developer/builder/society/ consumer. If, subsequently, the builder/ developer/ society/ consumer construct houses or buildings for sale, the load will be reassessed as per aforesaid specified guidelines and the builder/ developer/ society/ consumer shall be liable to pay applicable supply affording charges or any other applicable charges from time to time based on reassessed load deducting the charges paid earlier, if any, on this account.

The aforesaid procedure for estimation of load is for the purpose of bringing about uniformity in the assessment of the load of the multi-consumer complex for recovery of supply affording charges or any other applicable charges from time to time. However, security deposit shall be worked out on the basis of the load as declared by the consumer and supported by the test report at the time of providing connection to individual consumer. The multi-consumer complexes developed by the Government of M.P. in rural areas for rehabilitation/resettlement purpose shall be exempted from the provisions

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made above for estimation of load calculations. The load of such multi-consumer complexes shall be considered on the basis of load applied for by the applicant

- 4.29 On receipt of requisition from the builder/developer/ society/ consumer for supply of electricity to multi-consumer or commercial complexes, the licensee shall take action for extending the supply as per specified procedure given above for supply at LT.

**(C) LT Supply to housing colonies:**

- 4.30 The developer/ builder/ society/ consumers of a housing colony shall bear the cost of extension as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations,2009. The developer/builder/society/consumer includes any agency whether Government, local body or private that constructs the building / colony.

- 4.31 For the purpose of development of infrastructure for extension of distribution mains, the load of the housing colony shall be calculated on the following basis (area represents plot area):

<u>AREA</u>	<u>LOAD</u>
(a) Upto 500 sq. ft.	2 kW
(b) For every additional 500 sq. ft. or part thereof over 500 sq. ft. of plot area, 1 kW of load should be added.	
(c) Plot or house for EWS	1.0 kW
(d) Informal sector (reserved slum area)	0.5 kW per connection

The load of the common facilities like water pump, parking lights, street lights etc. may be taken as declared by the developer/builder/society/ consumer. If, subsequently, the builder/ developer/ society/ consumer construct houses or buildings for sale, instead of sale of plots, the load will be reassessed as per specified guidelines given in clause 4.28 and the builder/ developer/ society/ consumer shall be liable to pay applicable supply affording charges or any other applicable charges from time to time based on reassessed load deducting the charges paid earlier, if any, on this account.

The aforesaid procedure for estimation of load is for the purpose of deciding the number and capacity of distribution transformers, the length of HT/ LT line required and supply affording charges or any other applicable charges from time to time. However, the security deposit shall be worked out on the basis of the load as declared by the consumer and supported by the test report at the time of serving connection to individual consumer. The colonies developed by the Government of M.P. in rural areas for rehabilitation/resettlement purpose shall be exempted from the provisions made above for estimation of load calculations. The load of such colonies shall be considered on the basis of load applied for by the applicant.

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4.32 On receipt of requisition from the builder/developer/ society/ consumers for supply to housing colony, the licensee shall take action for extending the supply as per specified procedure.

**(D) LT Supply for agriculture/irrigation pump sets:**

4.33 The procedure as specified for supply at LT shall be followed for giving supply to agriculture/irrigation pump sets where extension of distributing mains and /or augmentation of distribution transformer is not required.

4.34 Supply for agriculture/irrigation pump set, at one point, may also be given to a registered co-operative society or to a group of farmers recognized by the licensee.

4.35 If on inspection of the premises it is found that extension of distributing mains and/or augmentation of distribution transformer capacity is required, the possibility of taking up the work from financial assistance available from the Government or financial institution like Rural Electrification Corporation etc. shall be examined. If extension of line is not required, the consumer shall be intimated within 10 days and if extension is required, the consumer shall be informed within 30 days of inspection, whether the licensee can take up the work from funds available with the licensee from other sources or whether the work can be taken up only after the full cost of the works is deposited by the consumer. In case the work can be taken up only after the consumer deposits the estimated expenses, the licensee shall specify the amount along with the intimation. The work of electrification of such pump set(s), for which the full cost of the work is deposited by the consumer(s), will be taken up after depositing the amount by the consumer(s) if extension work is involved. The work on new connection shall be taken up on the broad principle of first-come first serve basis as far as possible. Within 3 working days of completion of work, the licensee shall intimate the date of testing of the installation of the consumer and request the consumer(s) to furnish the test report. In case the licensee is satisfied with the test report and the wiring in the premises of the consumer, the connection shall be served within 3 working days of the inspection.

4.36 An agricultural consumer, if he so desires, may shift the location within his premises of his connection, with approval of the licensee after payment of charges as applicable.

**(E) LT Supply to Public Street Lightings:**

4.37 Requisition for power supply to new or additional public street lights shall be submitted in the prescribed format to the local office of the licensee by the Municipal Corporation or Municipality or Municipal Board or Gram Panchayat or Local Body or the Government Department or any other organization made responsible by the Government to maintain public street lights (in context of public street lights herein after called 'local body').

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- 4.38 The requisition for public street lights shall be accompanied by resolution of the local body and the sketch indicating the number of poles, existing or new, where streetlights are required.
- 4.39 The fittings, brackets or any special fittings shall be in accordance with the relevant BIS specifications or its equivalent and shall maintain required clearances as per prevailing rules and regulations. The local body shall bear the full cost of arranging power supply to public streetlights including complete fittings and brackets. In case, any special fittings are to be provided, the local body shall arrange for it.
- 4.40 The licensee shall intimate the cost of extension in writing, within 15 days in urban areas and within 30 days in rural areas from the date of inspection of the site. The work shall be taken up only after deposit of the amount and execution of agreement by the local body.
- 4.41 A suitable double compartment weatherproof metal box to house the energy meter and streetlight switch/ M.C.B./ timers shall be provided by the licensee at the cost of local body.
- 4.42 The licensee shall carryout the maintenance of street light poles and electrical lines on payment basis and shall arrange to switch on fifteen minutes before sunset and switch off the streetlights fifteen minutes after sunrise as per local sunset/ sunrise timings. The licensee shall also carry out replacement of fixtures/ bulbs (of same wattage) etc. on the poles on request by the streetlight consumers. The fixtures, bulbs etc. shall be supplied by the consumers and replaced by the licensee within 7 days of receipt. All such services shall be chargeable as per MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.

**(F) Temporary Power Supply**

- 4.43 Any person requiring power supply for purpose that is temporary in nature, for a period of less than two years may apply for temporary power supply in the specified form (Annex- 1 or 2). The period of temporary connection can be extended up to five years for construction of buildings/power plants and for the purpose of setting up of industrial units. Requisition for temporary supply shall normally be given 7 days before the day when supply is required for loads up to 10 kW and 30 days before for higher loads.
- 4.44 The consumer shall furnish the proof of occupation or permission from the local authority or from the owner of the premises, as the case may be, where temporary connection is required. In case temporary supply is required in premises/ place where 100 or more persons are likely to assemble, the consumers shall comply with the provisions of section 54 of the Act. If available, the licensee shall provide pre-paid meters.

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- 4.45 If the supply is feasible, the licensee shall intimate the consumer the charges to be paid for the cost of laying and dismantling the extension work, service line, meter, cut-out/MCB etc, together with the charges for the estimated consumption during the period of supply applied for and the rental of equipment & material. All the charges shall be payable in advance.
- 4.46 The consumer shall have the option either to receive the material used for temporary connection or receive credit, in the final bill, as per prevailing rules, for materials dismantled and returned to stores in good condition, after disconnection of supply.
- 4.47 In case temporary supply is required for a period more than 90 days, the licensee may permit the consumer to pay charges for estimated consumption for 90 days and serve the bills for monthly consumption. In case the consumer fails to pay the bills in time and the advance with the licensee does not cover the charges for the balance period, the supply is liable for disconnection.
- 4.48 If an agricultural consumer wishes, he may seek temporary connections for agricultural use. In such case the consumer shall pay the entire amount of bill for charges payable for the period of proposed connection as advance. All charges and other conditions as applicable to temporary connections as per tariff order shall be applicable. In case a consumer defaults in clearing any dues under this provision, he shall not be provided new connection till previous dues are cleared. The licensee shall have the right to remove any equipment specifically installed for providing supply under this provision, after the period of supply is over.
- 4.49 The licensee shall release the supply within 3 days of payment of charges and compliance of other requirements by the consumer for loads up to 10 KW and within 7 days in other cases. The line extension work is required to be executed by the consumer through appropriate licensed contractor.
- 4.50 The readings of the meter may be taken during the period of the temporary connection to ensure that the charges for actual consumption does not exceed the advance payment received.
- 4.51 After the period of temporary supply is over and supply has been disconnected, the licensee shall prepare the final bill and send it to the consumer within 30 days from the date of disconnection of supply and return the balance amount, if any, within 30 days of surrender of original money receipt or submission of indemnity bond by the consumer. On any delay beyond the said time limit, the licensee will be liable to pay an interest @ 1% per month on the amount of refund outstanding for the number of days proportionately beyond the last date of payment, as specified above. In case the consumer does not make the payment of balance amount, if any, within 30 days of issue of bill, he shall be liable to pay surcharge as provided in Distribution and retail supply tariff order.

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**(G) Tatkal Yojana**

- 4.52 The licensee may give temporary supply on a notice of 24 hours under Tatkal Yojna, if it is technically feasible, on payment of an additional fee as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.

**(H) Supply at H.T.**

- 4.53 After receipt of the requisition for supply of energy at H.T. in the specified format along with required documents, the licensee shall intimate the consumer within 15 days in writing the date of inspection of the site to examine the feasibility. The consumer or his authorized representative shall remain present at the time of inspection. The licensee shall check the feasibility of supply and if found feasible, shall fix the point of supply. The consumer has to install transformer sub-station of required capacity within his premises at his cost. In case of conversion of LT to HT connection, the consumer has to install a separate transformer of required capacity within his premises and the existing transformer / LT & HT lines within the premises of the consumer shall be removed at the cost of consumer without claim for such property. The licensee may insist on use of 'Aerial Bunched Cable' at the cost of consumer, wherever considered appropriate, for the last span.
- 4.54 Supply to HT industrial consumers shall normally be given through HT feeder exclusively meant for industries. The extension of supply through a separate feeder from the nearest 33/11 kV or EHT substation in case of consumers with continuous process industry would be preferred.
- 4.55 Normally, the supply to new HT consumer (both at 11 kV or 33 kV) shall not be extended from the rural feeder. If for any technical reason, the supply is given from a rural feeder, the consumer shall be informed that the supply shall be restricted and regulated in accordance with the restrictions imposed on the rural feeders as per grid conditions. Such consumer may be required to furnish a declaration to the licensee indemnifying the licensee for the restrictions in supply. Also, this should be mentioned in the agreement under special clause.
- 4.56 The licensee shall intimate the consumer within 15 days of inspection, the charges required to be paid for the cost of extension, if any, and the amount of security deposit and other charges if any. A copy of the draft agreement shall also be forwarded simultaneously.

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4.57 After the payment of charges including security deposit, cost of extension, if any, and execution of the agreement, the licensee shall take up the work of extension of mains. If the consumer wishes, he may execute the job on his own through an appropriate class licensed contractor after payment of due supervision charges to the licensee. The work shall be completed within stipulated time. The licensee shall issue 3 months' notice of availability of supply immediately after installation of meter/metering equipment. The consumer shall furnish to the licensee the permission from the Electrical Inspector to energize the installation. In case of mines, the permission from the Inspector of Mines shall have to be furnished. On receipt of the required permission(s), the licensee shall seal the meter after due testing in the presence of the consumer and serve the connection.

**(I) Supply at Extra High Tension:**

4.58 After receipt of the requisition in the specified format for supply of energy at E.H.T., the licensee shall intimate within 15 days the consumer and the Transmission licensee in writing the date of inspection to check the feasibility of supply. The licensee and the Transmission Licensee shall carry out the inspection jointly. The consumer or his authorized representative shall remain present at the time of inspection. The two licensees shall check the feasibility of supply and if found feasible shall fix the point of supply.

4.59 The licensee shall intimate the consumer the charges required to be paid for the cost of extension, if any, and the amount of security deposit and other charges, if any. Copy of the draft agreement shall also be forwarded simultaneously.

4.60 After the payment of charges including security deposit and execution of the agreement, the licensee shall request the Transmission licensee to take up the work of extension required to give supply. If the consumer wishes he may execute the job on his own after payment of due supervision charges to the licensee.

4.61 The licensee shall issue 3 months' notice of availability of supply immediately after installation of meter/metering equipment. Similarly, after the consumer executes his internal electrical works, he shall furnish to the licensee the permission from the Electrical Inspector to energize the installation. In case of mines, the permission from the Inspector of Mines shall have to be furnished. On receipt of the reports, the licensee shall seal the meter after due testing in the presence of the consumer and serve the connection.

**Time limits for providing connections to consumers**

4.62 In cases, where no extension is required, the distribution licensee shall ensure to supply the electricity within one month (subject to Force Majeure conditions) as specified in sub-section (1) of Section 43 of the Electricity Act, 2003 on receipt of application complete in all respect in the specified form as required by the distribution licensee, along with documents showing payment of necessary charges and other compliances.

4.63 In cases where extension of line or sub-station or installation of plant or installation of transformer or enhancement in transformation capacity of sub-station or enhancement of capacity of lines is required, the connection shall be served within the following time limits (subject to Force Majeure conditions) after receipt of application complete in all respects and payment of necessary charges and completion of all formalities such as execution of agreement etc.:

<b>Type of Service connection</b>	<b>Time limit for providing service connection to the consumer</b>
<p><b><u>LT connection</u></b></p> <p>(a) All connections excluding agriculture</p> <p>(b) Agricultural connection during season when clear access to fields is available</p> <p>(c) Agricultural connection during season when no clear access is available</p>	<p>(a) 60 days of receipt of application</p> <p>(b) 90 days of receipt of application</p> <p>(c) 90 days from the date access is made available to the licensee.</p>
<p><b>HT connection</b></p>	<p>90 days from the date access is made available to the licensee</p>
<p><b>EHT connection</b></p>	<p>180 days from the date access is made available to the licensee</p>

4.64 The Commission may for reasons to be recorded, direct deviations from the above time limits if in the opinion of the Commission the circumstances warrant such deviation. The Commission may issue such direction by an order to the licensee on filing of petition by the licensee. If a distribution licensee fails to supply the electricity within the stipulated time, he shall be liable to a penalty under section 43(3) of the Act.

4.65 **Terms and conditions of supply to Group user :**

**Eligibility of any Group user:** The Group users shall be eligible for supply by a distribution licensee at a single point for residential purposes.

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- 4.66 The supply shall primarily be used for residential purpose including the loads of common amenities for the group user like lift, pumps for pumping water supply and lighting of common area. The Group user shall inform the details of connected loads of the common amenities to the licensee at the time of seeking connection or at the time of enhancement in contract demand. The licensee may undertake physical checking of above load. In case the use for non-residential activity is observed for a load which was not permitted by the licensee, it shall be treated as unauthorised use and action as per relevant Section of the Electricity Act, 2003 may be taken by the appropriate authority.
- 4.67 On receipt of requisition in specified form from the applicant group user, the licensee shall verify the application and the enclosed documents at the time of receipt of application. In case of a Cooperative Group Housing Society, a certified copy of the registration of the applicant Cooperative Group Housing Society shall also be annexed along with the application requiring supply at single point.
- 4.68 The manner to process the application for single point HT supply to Group user shall be the same as for other HT consumer.

#### **System of supply and metering**

- 4.69 The system of supply shall be either HT or EHT according to the range of contract demand as specified in this Code.
- 4.70 The HT or EHT metering shall be installed at the point of supply to the Group user for the purpose of recording of units sold by the licensee and billing to the Group user.
- (a) The Distribution sub-station and other required infrastructure like LT lines, cables, feeder pillars, metering panels for individual meters and service lines etc. shall be laid by the applicant Group user at its cost and the Group user shall retain the ownership of all such assets.
- (b) The Group user shall be fully responsible for maintenance of complete infrastructure network after the point of supply. The Group user shall also be responsible for maintaining all construction and safety standards in respect of all assets and works being retained and executed by the Group user.
- 4.71 The Group user shall be fully responsible for various commercial and technical activities related to distribution of electricity.
- 4.72 The extension of lines and up-gradation of licensee's system up to the point of supply of the Group user, notwithstanding that it has been paid for by the Group user, shall be the property of the licensee. The licensee shall maintain it and shall also have the right to use the same for extension for supply of energy to any other person but such extension or service connection shall not adversely affect the supply to the Group user who paid for the extension of the distribution supply network.

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- 4.73 The Group user can execute the work of extension of his own distribution network from the point of supply to the individual premises through an appropriate class licensed electrical contractor, and the work of extension of HT line and / or HT sub-station and LT lines through an 'A' class contractor. In such cases, the Group user itself shall procure the material.
- 4.74 The land/ accommodation required for installation of metering at supply point shall be provided by the Group user to the licensee free of cost for which rent or premium shall not be paid by the licensee.
- 4.75 For the purpose of considering the criteria of a Group user, for development of infrastructure and for the sake of load calculations for recovering charges by the licensee, if any, the load of the housing colony/ multi user complex shall be calculated as specified in this Code for LT supply to housing colonies multi user complex.
- 4.76 The electrical energy supply to the Group user shall not be utilized by the Group user in any manner pre-judicial to the licensee and all usage must be in accordance with the provisions of the agreement and the Acts as applicable.
- 4.77 The Group user shall not divert the use of energy for the purpose other than mentioned in the agreement. The Group user shall not extend the supply beyond its premises other than that for which it was sanctioned by the licensee, until and unless prior sanction of the licensee is obtained for such diversion or extension.

#### **AGREEMENT**

- 4.78 The maps clearly indicating the plots/ buildings and the electrical distribution network with indexing on each pole and transformer or any other equipment shall be submitted by the Group user, agreed upon and signed by both the Group user and the licensee shall form a part of the agreement.
- 4.79 If there is a need to modify/ amend the agreement signed between the licensee and the Group user, it will be done by a supplementary agreement.
- 4.80 All other conditions of this Code shall also be applicable to Group user.

#### **Tariff applicable:**

- 4.81 The licensee shall raise the electricity bills at the applicable tariff to the Group user.

#### **Demand of supply from the licensee of the area by any person residing in the housing unit sold or leased by the Cooperative Group Housing Society:**

- 4.82 The provisions of this Code for Group Users shall not in any way affect the right of a person residing in the housing unit sold or leased by Cooperative Group Housing Society to demand supply of electricity directly from the distribution licensee of the area on the following terms and conditions:

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(i) The Cooperative Group Housing Society must permit any person of the society to avail supply of electricity from the Distribution licensee directly. The Cooperative Group Housing Society shall have no objection in respect of the following:

- (a) The electricity supply by the licensee to such person shall be served from the licensee's distribution network.
- (b) Extension of adequate distribution network by the licensee to release the supply to such person shall be at the cost of group user.
- (c) Providing access for the licensee's representative to approach at any point of time to network of licensee in the premises of the group user including the point of supply to such consumer to discharge service obligations without any resistance.

(ii) The meter shall be installed by the licensee at the appropriate place of the premises of such consumer and the reading and billing of electricity to such person shall be executed by the licensee.

(iii) The licensee shall recover the charges for the electricity consumed by such person at applicable domestic tariff.

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## **CHAPTER 5: POINT OF SUPPLY AND LICENSEE'S EQUIPMENT IN PREMISES**

### **Point of Supply:**

- 5.1 Unless otherwise agreed to, the point of supply shall be at the out-going terminals of Licensee's
  - (a) cut-outs in the case of LT consumers and
  - (b) control switchgear that may be installed in the licensee's or consumers premises as agreed to mutually in the case of HT or EHT consumers
- 5.2 Supply to the consumer shall be given at a single point in the premises at the incoming terminals of the licensee's cut-outs/ MCB/ control switchgear. Separate premises shall have separate connection. However, as a special case in case of coal mines the licensee may provide supply at more than one point in the installation of the consumer having regard to the physical layout of the installation and the specific requirements of the consumer.
- 5.3 In case of HT/EHT consumers, the point of supply should be such that meter/metering equipment should be visible and easily accessible from road side.

### **Dedicated Feeder**

- 5.4 If a consumer is or has been provided a separate feeder at his request in addition to the feeder from which supply is provided to the consumer by the distribution licensee, such additional separate feeder shall be termed as "Dedicated feeder". On receipt of such request, the licensee will check the feasibility based on merit of providing a dedicated feeder to the consumer's premises. If found feasible, the consumer will be provided with a dedicated feeder and the consumer will be liable to pay additional charges as indicated in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009. The dedicated feeder shall be extended from the power substation to the consumer's point of supply.

### **Licensee's Equipment in Consumer's Premises**

- 5.5 The consumer shall provide free of cost to the licensee necessary land belonging to the consumer and afford all reasonable facilities for bringing in not only the direct cables or overhead lines from the licensee's system for servicing the consumer, but also cables or overhead lines connecting licensee's other consumers and shall permit the licensee to install all requisite switchgears and connections thereto on the above premises and to extend supply to such other consumers through the cables and terminals situated on the consumer's premises, provided supply to the existing consumer in the opinion of the licensee is not thereby unduly affected.

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- 5.6 The meter, cut-out/ MCB, service mains and other equipment belonging to the licensee, shall be handled or removed by an authorized employee/representative of the licensee only. The seals, which are fixed on the meters /metering equipments, load limiters and the licensee's apparatus, shall not be tampered, damaged and broken. The responsibility for the safe custody of licensee's equipments and seals on the meters/metering equipments within the consumer's premises shall be on the consumer.
- 5.7 In the event of any damage caused to the licensee's equipments in the consumer's premises by reason of any act, neglect or default of the consumer or his employees/representatives, the cost thereof as claimed by the licensee shall be payable by the consumer. If the consumer fails to do so on demand, it shall be treated as a contravention of the terms and conditions of supply agreement and the supply shall be liable to be disconnected after due notice. The consumer shall however be liable to pay the charges for the balance initial period of the agreement.
- 5.8 The licensee shall maintain the meters and equipments, installed at consumer's premises from where the electricity is supplied to the consumer.

**Failure of fuse / supply:**

- 5.9 Should the licensee's service fuse or fuses fail, at any time, notice thereof should be sent to the licensee's local office. Only authorized employees possessing the photo-identity card of the licensee are permitted to replace these fuses in the licensee's cut-outs. Consumers are not allowed to replace these fuses. The licensee should not allow its employees to carry out any repairs in the consumer's installations.
- 5.10 The licensee shall take all reasonable precautions to ensure continuity of supply of electrical energy to the consumer but shall not be responsible for or be liable to the consumer for any loss to him or damage to his plant and equipment due to interruptions in supply of electrical energy due to Force Majeure Conditions.
- 5.11 The licensee shall always be entitled to temporarily discontinue the supply for such period as may be necessary for maintenance or for any other reasons, subject to reasonable advance notice being given in this behalf, with the object of causing minimum inconvenience to the consumer.

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## CHAPTER 6: WIRING AND APPARATUS IN CONSUMER PREMISES

### Wiring in Consumer's Premises

- 6.1 For the protection of the consumer and the public in general, it is necessary that the wiring on the consumer's premises should conform to CEA( Measures relating to safety & electricity supply) Regulations, 2010 as amended from time to time and other safety rules and be carried out by a Licensed Electrical Contractor. The materials used for wiring shall conform to the relevant specifications of the Bureau of Indian Standards or its equivalent. Wherever applicable, the materials used shall bear ISI mark. As soon as the consumer's installation is completed in all respects and tested by the consumer's contractor, the consumer should submit to the licensee, the contractor's test report. The test report form for this purpose shall be submitted to the local office of the licensee.
- 6.2 As required by CEA( Measures relating to safety & electricity supply) Regulations, 2010 no electrical installation work, including addition, alteration, repair and adjustment to existing installation - except the replacement of lamps, fans, fuses, switches and other component parts of the installations - which in no way alter the capacity or character of the installation, shall be carried out in the premises on behalf of any consumer or owner for the purpose of supply of energy to such consumer or owner, except by an electrical contractor licensed by the State Government in this behalf and under the direct supervision of a person holding a certificate of competency or by a person holding a permit issued or recognized by the State Government.
- 6.3 The provisions of CEA (Measures relating to safety & electricity supply) Regulations, 2010 should be complied with in respect of consumer's installation. No cut-out, link or switch other than a linked switch arranged to operate the earthed and live conductors simultaneously, shall be inserted in the conductor of the consumer's installation to be connected to the neutral conductor of the licensee's system.

### General Wiring Conditions:

#### Mains:

- 6.4 The consumer's mains shall, in all cases, be brought back to the licensee's point of supply and sufficient cable shall be provided for connecting up with the licensee's apparatus.

#### Switches and Fuses:

- 6.5 The consumer shall provide proper linked quick-break main switches of requisite capacity to carry and break current in each conductor near the point of commencement of supply. The switches in the consumer's premises shall be on the live wire and the neutral conductor shall be marked for identification where it leaves the consumer's main switch for connecting up to the meter. No single pole switch or cut-out should remain inserted in any neutral conductor.

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**Balancing of load:**

6.6 The consumer taking three-phase supply shall balance his load between the phases.

**Earthing:**

6.7 Gas and water pipes shall not be used for earthing purposes. All wiring shall be kept as far as possible away from gas and water pipes.

**Domestic appliances:**

6.8 For the safety of the wiring at the consumer's premises, separate circuit for the equipments other than lighting and fan load like heaters, geysers, air-conditioners, oven, etc. shall be run with adequate size of wire from the main distribution board of the consumer. Wall plugs used on the circuits for domestic appliances shall be of the three-pin type, the third pin being connected to "earth". Two pin plugs shall not be allowed. All appliances used in any damp location must be effectively earthed.

**Plugs:**

6.9 All plugs shall be provided with switches on the live wire and not on the neutral.

**Apparatus interfering with licensee's system**

6.10 The licensee may discontinue the supply, if the consumer installs any instrument, apparatus that are likely to affect adversely, the supply to other consumers. Supply shall be restored on taking appropriate remedial action by the consumer to the satisfaction of the licensee.

**A.C. motor installations:**

6.11 The motor shall be provided with control gear so that the starting current of consumer's installation does not in any case exceed the limit given in the following schedule:

Nature of supply	Size of installation	Limit of starting current
Single Phase.	Up to and including 1 BHP	Six times full load current
Three phase.	Above 1 BHP and upto and including 10 BHP	Three times full load current
	Above 10 BHP and up to and including 15 BHP	Twice full load current.

Nature of supply	Size of installation	Limit of starting current
	Above 15 BHP	one and a half times full load current.

Failure to comply with these Regulations will render the consumer liable for disconnection forthwith.

### Consumer's Apparatus

6.12 The apparatus/ appliances/ gadgets used by consumers should conform to the standards and specifications prescribed by the Bureau of Indian Standards or equivalent.

### Power Factor of Apparatus:

#### Welding Transformers:

6.13 All LT installations where the connected load of welding transformers exceeds 25% of the total connected load will be required to have suitable capacitor(s) installed so as to ensure power factor of not less than 80%. Consumers shall be liable to pay penalty as specified by the Commission, from time to time, on account of poor power factor. No connection shall be provided unless capacitor of adequate capacity is installed.

#### Low Tension Shunt Capacitor:

6.14 Every L.T consumer, including irrigation pump set consumer, whose connected load includes induction motor(s) of capacity of 3 BHP and above, shall arrange to install Low Tension Shunt Capacitors of appropriate capacity at his cost across the terminals of his motor(s). The consumer on whose LT connection, the meter provided by the Licensee does not have the power factor recording feature, shall at least ensure installation of capacitors as per ratings indicated in the following table for guidance and shall maintain these capacitors in working condition. However, the installation of capacitors of capacity as indicated in the table does not entitle the consumer to ensure fulfilment of minimum average power factor of 0.8.

Sr No	Rating of Individual Induction Motor	kVAR Rating of LT Capacitors
1	3 BHP and above up to 5 BHP	1
2	Above 5 BHP up to 7.5 BHP	2
3	Above 7.5 BHP up to 10 BHP	3
4	Above 10 BHP up to 15 BHP	4

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5	Above 15 BHP up to 20 BHP	5
6	Above 20 BHP up to 30 BHP	6
7	Above 30 BHP up to 40 BHP	7
8	Above 40 BHP up to 50 BHP	8
9	Above 50 BHP up to 100 BHP	9

The consumer on whose L.T. connection, the meter provided by the Licensee has the power factor recording feature, shall ensure that the capacitors installed by him maintain a power factor of 80% and above.

Supply to LT installations with induction motor/s of capacity of 3 BHP and above will not be given unless suitable capacitors to improve power factor are installed.

- 6.15 All LT consumers other than those covered above with load of 50 kW or above or as mentioned in the Distribution and Retail supply tariff Order from time to time shall install capacitor of appropriate capacity so as to ensure power factor of 80% and above. Consumers shall be liable to pay penalty as specified by the Commission, from time to time, on account of poor power factor.
- 6.16 LT consumer, in whose case the meter installed does not have power factor recording feature and who fails to provide LT capacitors as specified hereinbefore and fails to maintain these capacitors in working condition, would be liable to pay a surcharge as may be specified in the tariff order from time to time. LT consumer in whose case the meter installed has power factor recording feature and who fails to maintain power factor as per specified limits, as recorded by meter, by installing appropriate capacitors, would be liable to pay a surcharge as may be specified in the tariff order from time to time.
- 6.17 The licensee may discontinue supply, after due notice of 15 days, to any installation where the average power factor is less than 70% without prejudice to the right of the licensee to levy demand/ minimum charges as applicable during the period of disconnection.

#### **Other conditions for HT/ EHT Consumers**

- 6.18 The protections shall be installed by the HT/ EHT consumers as per the provisions of clause 35(2) of CEA( Measures relating to safety & electricity supply) Regulations, 2010.

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- 6.19 All transformers, switch-gears and other electrical equipments in the installation of the consumer and also those directly connected to the feeders or lines of the licensee shall be of suitable design and be maintained by the consumer to the reasonable satisfaction of the licensee. The setting of fuses and relays on the consumer's control gear, as well as the rupturing capacity of any of his circuit breakers, shall be adequate for safe and efficient operation of equipment subject to the approval of the licensee.
- 6.20 Notwithstanding any provisions in this Code, it is necessary that the consumer should obtain prior approval of the Electrical Inspector about the suitability of protective devices or circuit breakers in accordance with the provisions of the prevailing laws, rules and regulations.
- 6.21 The consumer shall maintain a minimum average power factor as specified by the Commission in its retail supply tariff order. The consumer shall be liable to pay penalty or receive incentive as the case may be as specified by the Commission from time to time, on account of variation from specified power factor. The licensee may discontinue supply, (except Railway Traction and Coal Mines connections) after due notice of 15 days, to any installation where the average power factor is less than 70% without prejudice to the right of the licensee to levy demand/ minimum charges as applicable during the period of disconnection.

### **Inspection and Testing of Consumer's Installation**

- 6.22 Before any wiring or apparatus in the case of low-tension consumer, and any transformer, switchgear or other electrical equipment in the case of high-tension consumer is connected to the system, it shall be subject to inspection and approval of the licensee and no connection shall be made without the licensee's approval. In addition, all high-tension installations will have to be approved by the Electrical Inspector and all electrical installations in mines will have to be approved by the Inspector of Mines.
- 6.23 Upon receipt of the test report, the licensee will notify to the consumer the time and day when the licensee proposes to inspect and test the installation. The consumer shall ensure that the Licensed Electrical Contractor or his representative, technically qualified, employed by him is present at the time of inspection to furnish to the licensee any information concerning the installation required by him. The licensee shall provide a copy of the inspection report to the consumer and obtain the acknowledgement of the consumer.
- 6.24 Manufacturer's test certificate in respect of all HT or EHT apparatus shall be produced, if required.
- 6.25 The licensee shall not connect the conductors and fittings on the consumer's premises with its works unless it is reasonably satisfied that the connection will not at the time of making connection cause a leakage from the installation or apparatus of a magnitude detrimental to safety.

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- 6.26 If the consumer's installation is found to be not safe for connection, the licensee shall advise the consumer in writing specifying the defects to be rectified. On receipt of intimation of rectification of defects, the licensee shall retest the installation.
- 6.27 The licensee shall levy no charge for the first test. Subsequent tests, necessitated due to faults found at the initial test shall be charged for in accordance with the rates approved by the Commission. The licensee will not accept any responsibility with regard to the maintenance or testing of wiring on the consumer's premises.

**Extensions and Alterations:**

- 6.28 No electrical installation work, including additions, alterations, repairs and adjustments to existing installations, except such replacement of lamps, fans, fuses, switches, low voltage domestic appliances and fittings as in no way alters its capacity or character, shall be carried out upon the premises of or on behalf of any consumer, for the purpose of supply to such consumer except by an electrical contractor licensed in this behalf and under the direct supervision of a person holding a certificate of competency. Extension or alteration of load to all high-tension installations will have to be approved by the Electrical Inspector and similarly for all extensions and alterations of electrical installation in mines will have to be approved by Inspector of Mines.
- 6.29 If as a result of such proposed extensions and alterations, there is possibility of an increase in connected load or contract demand over sanctioned connected load or contract demand, the consumer shall take steps to submit requisition for additional supply. Failure to regularize the increase in connected load or contract demand may not only result in billing at the penal rates, as provided for under the rules, but may also result in disconnection of supply after due notice.

**Access to Consumer's Premises for inspection of Consumer's Installation**

- 6.30 The authorized persons of the licensee are entitled, at any reasonable time and on informing the occupier of their intention, may enter the premises of the consumer to which energy is supplied, for the purpose of inspecting and reading meters on the consumer's premises, for disconnecting supply, for removing the licensee's apparatus, for testing, repairs, replacing, altering and maintenance of its property or for doing all things necessary or incidental to proper continuance and maintenance of supply to the consumer. All such persons visiting consumer's premises must carry photo-identity cards issued by the licensee and shall produce the same to the consumer or the occupier before entering the premises. The consumer should immediately check with the licensee if the credentials of representatives are in question.

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- 6.31 The Licensee or his authorized person shall be entitled to enter the premises immediately after informing the consumer, for checking unauthorised use of energy, unauthorized additions and alterations to equipment, theft and misappropriation of energy, diversion of power, by-passing or tampering of the meter, or for general inspection and testing. On detection of unauthorised use of energy, unauthorized additions and alterations to equipment, theft and misappropriation of energy, diversion of power or bypassing or tampering of the meter the licensee may take actions as per prevailing laws.
- 6.32 Provided that no inspection, testing or checking of any domestic place or domestic premises shall be carried out between sunset and sunrise except in the presence of an adult male member occupying such premises.
- 6.33 If the consumer does not provide reasonable facility to the licensee to enter the premises for the reasons stated above, the licensee may give a 24 hours notice in writing to the consumer, of its intention to discontinue the supply. If the consumer still does not provide access, the licensee shall be entitled to discontinue supply to the consumer.
- 6.34 If the insulation resistance of the consumer's installation is found to be so low as to prevent safe use of energy, the licensee or his authorized representative after giving 48 hours' notice shall, without prejudice to other actions as per law, disconnect the supply of power to the premises till the defects are removed, in accordance with CEA (Measures relating to safety & electricity supply) Regulations, 2010.

**Rating of Installations:**

- 6.35 The connected load of domestic category of consumers shall be determined as per the load details of the equipments. If the licensee has reasons to believe that a particular domestic connection or a group of domestic connections might be involved in unauthorised abstraction of power, the Officer in-charge may conduct a survey of the consumer's premises.
- 6.36 The licensee shall be at liberty to inspect such premises and carry out assessment of load and intimate the consumer accordingly. In case the load is found increased than the contract demand/connected load, then the licensee shall take further steps as per Rules and Regulations.

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- 6.37 The connected load of all categories other than Domestic category of consumers shall be the aggregate of the manufacturer's rating of all energy consuming devices, in the consumer's premises, which can be used simultaneously. This shall be expressed in kW, kVA or HP. During the process of determination of connected load, if the manufacturer's rating is not available, the licensee may use suitable apparatus to determine the load of the item. If, both air-conditioner and room heater are found in the same premises, the load of the item with higher rating shall be taken into account. Items stocked for the purpose of sale/ repair or genuinely as spare shall not be considered for the purpose of determination of connected load. The licensee shall carry out periodic survey of streetlights and record the type of lamps being used along with their load.
- 6.38 All installations other than those of Domestic category are subject to rating/re-rating by the licensee at its discretion. If the consumer is not satisfied with the rating determined by the licensee, he may get his apparatus rated by one of the Government Engineering Institutes. Both the consumer and the licensee may appoint their respective representatives to be present during the process of determination of load at the institute. The final report issued by the institute shall be accompanied with the details of test(s) conducted. The rating determined by the said Institute shall be final and acceptable to both the consumer and the licensee.
- 6.39 Where for any reason, it is not possible to determine the maximum demand, power factor or any other electrical quantity in respect of an installation, the licensee shall determine such quantities periodically by rating/re-rating, which shall be binding on the consumer.

#### **Generator in the Consumer's Installation and Parallel Operation with the Supply System of the Licensee**

- 6.40 Operations of the generator in the consumer's installation run parallel with the licensee's system is permissible only with the written consent of the Licensee. The Licensee may levy parallel operation charges with the approval of the Commission.
- 6.41 Where no such consent has been given, the consumer shall arrange the plant, machinery and apparatus of his generating units, including an extension of or addition to the same, to operate in an isolated mode and the generator, in no case, should get connected to the licensee's system. The licensee, on intimating the consumer, can enter the premises and inspect the arrangement to ensure that at no time the generator gets connected to its system.

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- 6.42 Where consent has been given for parallel operation, the consumer shall arrange his installation to protect it from disturbances in the licensee's system. The consumer should also ensure that his supply does not get incorrectly connected to the licensee's system. The licensee shall not be liable for any damage caused to the consumer's plant, machinery and apparatus on account of such parallel operation, or any adverse consequence arising thereof. For parallel operation with the grid, the consumer shall have to follow the provisions of the MP Electricity Grid Code and other relevant regulations. The actual operations shall be carried out in coordination with both the State Transmission Utility and the licensee.
- 6.43 In case the consumer's supply gets extended to the licensee's system from a generator or inverter or from any other source, without appropriate approval from the licensee, causing damage to the licensee's apparatus or to human life, the consumer shall be liable for the same and shall duly compensate the licensee for all losses caused to the licensee or to the licensee's other consumers.

### **Harmonics**

- 6.44 If the licensee detects and proves to the consumer that the consumer's system is generating harmonics, the licensee shall request the consumer to install appropriate harmonic filter. The consumer shall install such filters within a period of six months, failing which the Licensee may levy penalty on the consumer as decided by the Commission besides disconnection.

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## **CHAPTER 7: CONTRACT DEMAND AND, AGREEMENT**

### **Contract Demand**

#### **LT Consumers without Maximum Demand (MD) based (two part) tariff**

- 7.1 The Contract Demand for LT consumers without MD based (two part) tariff will be the connected load of the premises as per the agreement entered into between the consumer and the Licensee.

#### **LT Consumers with MD based tariff and all HT and EHT consumers**

- 7.2 The Contract Demand shall be as per the agreement entered into between the consumer and the Licensee. However, in case of LT connections with demand based tariff, the licensee has to indicate the connected load and contract demand both in the agreement.

#### **Procedure for Enhancement of Contract Demand/Connected load**

- 7.3 Applications for enhancement of load shall be submitted in duplicate to the licensee in the specified form (attached as Annex 1 & 2) along with Registration fee as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.
- 7.4 Within thirty days, the licensee shall examine the feasibility of supply of the enhanced load and intimate the consumer:
- (a) Whether the additional power can be supplied at the existing voltage or at a higher voltage.
  - (b) Addition or alterations, if any, required to be made to the system and the cost to be borne by the consumer.
  - (c) Amount of additional security deposit, cost of additional infrastructure and the system strengthening charges or capacity building charges, if any, to be deposited.
  - (d) Change in the classification of consumer, if required.
- 7.5 The application for enhancement of the contract demand will not be accepted if the consumer is in arrears of payment of the licensee's dues. However, the application may be accepted if the payment of arrears due from the consumer has been stayed by a Court of law.
- 7.6 If the supply of enhanced load is feasible, the consumer shall:

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- (a) Furnish work completion certificate of consumer's installation and Test report from a Licensed Electrical contractor where alteration of installation is involved.
  - (b) Furnish Letter of approval for the electrical installation of the consumer from the Electrical Inspector in case of HT/EHT connection, if required. Similarly approval from Inspector of Mines shall be provided for additional load to be provided for electrical installation for mines.
  - (c) Pay additional security deposit, cost of addition or alteration required to be made to the system, if any, and the other applicable charges.
  - (d) Execute a supplementary agreement.
  - (e) In cases where LT demand based tariff is applicable and the consumer desires to enhance his connected load without any change in contract demand, he shall make an application to the licensee along with the details of load of existing equipments and equipments that are proposed to be connected,. The licensee shall inspect the premises of the consumer and shall verify the connected load within 15 days and inform the consumer as to whether the connected load is within the ceiling prescribed. In case any change is required in the applicability of tariff, the licensee shall inform the consumer in writing within 30 days of receipt of application. The licensee & consumer shall enter into agreement for enhancement of connected load, if contract demand and applicability of the tariff is not required to be changed and the list of equipment giving details of connected load shall form a part of the agreement. The consumer shall not be required to pay any additional security deposit in such case. However, necessary charges towards Supply Affording Charges as per MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009 shall be payable.

7.7 If no addition or alteration to the system including new/ alternate metering arrangement is required, the enhanced load will be released immediately after completion of the requisite formalities. If the system needs any alteration or addition, the procedure as given for a new connection shall be followed.

7.8 In case where the consumer either desires to enhance the contract demand beyond the maximum permissible limit as specified in this Code he shall be required to switch over to higher voltage level or desires to switch over to higher voltage having existing contract demand eligible for higher voltage load limits , the supply affording charges and other charges as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009 for that higher voltage, shall be payable.

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- 7.9 In case of 'Railway Traction', the consumer may be provided such additional supply in excess of contract demand as may be agreed between the licensee and the consumer after the latter has given advance notice of six weeks in writing of his desire to have the contract demand altered. However, the effective date of enhancement of contract demand shall not be earlier to the date of completion of formalities by the Railways such as execution of agreement, payment of necessary charges etc.

### **Procedure for Reduction of Contract Demand**

- 7.10 If the consumer so desires, one time reduction in the contract demand shall be allowed within the initial period of agreement. The reduction in contract demand shall be limited to 50% of the contract demand as per agreement in force at the time of making application provided the requested reduction in contract demand shall not be less than the specified minimum contract demand for a particular voltage class as specified in Chapter 3 of this Code. Supply Affording Charges and other applicable charges once paid shall not be refundable.
- 7.11 Application for reduction in Contract Demand shall be submitted in duplicate to the Licensee in the specified format. A Test report from a competent Licensed Electrical Contractor shall be submitted by the consumer before reduction in Contract Demand is allowed by the Licensee. .
- 7.12 On receipt of application for reduction in contract demand, the licensee shall take the following steps:
- (a) The licensee shall consider the grounds stated in the application and allow the application or convey the reasons for non-consideration in writing within a period of 15 clear days.
  - (b) If the application is not decided by the licensee within above-mentioned period of 15 clear days, the consumer may, by a written notice to the licensee, draw its attention to the matter and if no decision is still communicated to him within the period of further 15 clear days, the permission of reduction of contract demand shall be deemed to have been granted with effect from the next working day after expiry of such notice period.
  - (c) In case the reduction in contract demand is allowed, the same shall take effect from the first day of the month following the month in which the decision for reduction in contract demand is communicated.
- 7.13 After the expiry of the initial period of agreement, the consumer will be entitled to reduce contract demand of his connection limited to the minimum contract demand for a particular voltage class as specified in this Code and such request when made to licensee shall come into effect from the date of completion of formalities such as execution of agreement etc. Any subsequent request for reduction in contract demand can also be made to the licensee after expiry of at least one year from the date of effect of such reduction in contract demand.

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- 7.14 When reduction of contract demand is agreed to, the consumer shall execute a supplementary agreement. The effect of reduction in contract demand shall be passed on to the consumer after finalisation of agreement by the licensee.
- 7.15 The request of the consumer for reduction in contract demand of his connection shall not be refused by the licensee on the ground that there are dues payable to the licensee against the connection.
- 7.16 The consumer shall not be entitled to get refund of new connection charges/supply affording charges on account of such reduction in contract demand. However, if the consumer subsequently after reduction in contract demand requires enhancing the contract demand again, he shall be required to pay supply affording charges etc. as applicable at the time of such request.

### **Agreement**

- 7.17 An agreement, in the standard format, shall be executed by the applicant on the stamp paper of a prescribed value, for getting a new connection and for change in the agreed parameters like contract demand etc. In case of any special circumstances, special clauses may be added to the agreement, if agreed to between the licensee and the consumer, provided such clauses do not contravene the provisions of the Electricity Act 2003 (36 of 2003), and other rules and regulations/codes in force. These special clauses shall form a part of the agreement. A copy of the agreement shall be given to the consumer after finalisation. The plan (map) agreed upon and signed by both the consumer and the licensee shall form a part of the agreement.
- 7.18 The standard format of agreement for LT consumers shall be as per Annexure – 3 and for HT/EHT consumers shall be as per Annexure – 4, as appended with this code. The initial period of agreement in case of both HT and LT consumers shall be of two years except LT domestic and LT single phase non-domestic consumers for which there is no initial period of agreement.
- 7.19 No consumer shall sell electrical energy supplied to him by the Licensee to any other person.
- 7.20 In case of breakdowns in electricity supply system of the licensee, the supply of electricity to the consumer may be curtailed, staggered or cut-off as may be warranted according to the situation. The licensee may also curtail, stagger or cut-off electricity supply to consumers on account of periodical maintenance of electricity supply system also, after giving due notice to the consumers.

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- 7.21 The electrical energy supplied to the consumer shall not be utilized by the consumer in any manner prejudicial to the licensee and all usage must be in accordance with the provisions of the agreement and the Electricity Act, 2003, as applicable.
- 7.22 No consumer shall divert the use of energy to any other purpose, other than that mentioned in the agreement or extend the line beyond its premises other than that for which it was sanctioned by the licensee, until and unless prior sanction of the licensee is obtained for such diversion or extension.
- 7.23 If there is a need to modify/ amend the agreement signed between the licensee and consumer, it will be done by a supplementary agreement.
- 7.24 Where the consumer's installation is disconnected from the licensee's supply as per direction of the Government or the Electrical Inspector, the supply shall be reconnected on payment of specified reconnection fee with the approval of the Government or the Electrical Inspector or other appropriate authority, as necessary. During the period of temporary disconnection the consumer shall be liable to pay the fixed/ minimum charges except when the disconnection is done on the orders of the District Collector.
- 7.25 Any amendment for the purpose of change of name, shifting of premises, change in connected load or change of tariff category shall be done if both the consumer and the licensee agree to these amendments and the same shall be incorporated in the agreement by execution of a supplementary agreement. The supplementary agreement has no agreement period.
- 7.26 In case the consumer is found consuming electricity in excess of the sanctioned and connected load, such consumer shall be billed as per the procedure detailed in the tariff order.

### **Termination of Agreement**

- 7.27 If power supply to a consumer remains disconnected for a continuous period of sixty days for non-payment of charges or dues or non-compliance of any direction issued under this Code, the licensee shall issue a fifteen days' notice to the consumer for termination of the agreement. In case no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply, the agreement of the licensee with the consumer for power supply shall be terminated on expiry of the period of notice, provided the initial period of the agreement is over. The connection shall also be disconnected permanently and remove supply network for that particular connection without affecting supply to other consumers. During temporary disconnection within the initial period of agreement, the consumer shall be liable to pay the fixed charges or minimum charges as per applicable tariff order. In such cases, the connection be disconnected permanently and agreement may be terminated after the completion of initial period of agreement.

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- 7.28 Domestic and single-phase Non-domestic category of consumers may terminate the agreement after giving a 15 days' notice. Consumers other than domestic and single-phase non-domestic category can terminate the agreement after the expiry of the initial period of two years on giving one month's notice. The licensee shall arrange for special meter reading, at a mutually acceptable date, to facilitate preparation of the final bill of the consumer. The agreement shall be terminated on the last day of the billing month and the licensee shall raise the final bill accordingly.
- 7.29 On termination of the agreement, the licensee shall be entitled to remove the service line and other equipment of the licensee for supply of power from the premises of the consumer. After permanent disconnection, if the consumer wishes to revive the connection, then it would be treated as an application for new connection and would be entertained only after all outstanding dues have been cleared.

### **Rephasing/Rescheduling of contract demand**

- 7.30 In case the consumer has executed agreement for contract demand in phases and requests for rephasing/rescheduling of contract demand, the consumer may be permitted provided that such rephasing/rescheduling of contract demand shall not result in reduction of contract demand.
- 7.31 The consumer is required to apply for rephasing/rescheduling of contract demand at least one month prior to the date of commencement of contract demand to be rescheduled.
- 7.32 This facility shall be allowed to the consumer only once during the initial period of agreement.

### **Merger/Amalgamation of connections**

- 7.33 In case the consumer opts for merger of separate connections existing on contiguous land and satisfying the following terms and conditions, he may be allowed to do so after submission of required documents and finalising the fresh agreement to this effect, provided the total contract demand shall not exceed the specified maximum limit at a particular voltage under clause 3.4:
- (a) having the same set up and staff.
  - (b) owned or leased by the same person/company.
  - (c) covered by single license/registration under any applicable law/statute.
  - (d) common point of supply after merger at one location only.
  - (e) No dues are outstanding on any of the existing connections.
- 7.34 In such cases, the consumer shall not be required to pay supply affording charges {as specified in MPERC ( Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009} afresh up to the total contract demand of existing connections as per agreements.

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## **CHAPTER 8: METERING & BILLING**

### **Requirement of Meters**

- 8.1 No new connection shall be given without a meter and cut-out or a Miniature Circuit Breaker (MCB) or Circuit Breaker (CB) of appropriate specification complying with relevant standards. The Licensee should procure sufficient quantity of suitable meters/metering equipments for new service connections, providing meters for un-metered connections and replacement of stopped/defective meters/ metering equipments.
- 8.2 All consumers shall have to accept the installation of an appropriate metering device, load-limiter, tamper proof boxes or other apparatus when the licensee approaches them to install one, and the consumer shall be required to provide appropriate and suitable site for placement of meter and related equipments to the satisfaction of the licensee.
- 8.3 In case of HT supply, if HT metering cannot be readily provided, LT metering may be provided on the LT side of the consumer's transformer. In such cases, electrical quantities for billing purposes shall be computed by adding three percent to the quantities registered by the LT meter towards transformation loss. This arrangement shall not continue for more than three months and the licensee shall arrange to install a meter on the HT side of the transformer within the said period.
- 8.4 If supply to an HT or EHT consumer is given on an independent feeder for his exclusive use, the metering arrangement may be installed either at the consumer's premises or, if mutually agreed, at the Licensee's Sub- station.
- 8.5 The licensee is authorised to review the status of the meters already installed in the context of upgraded technology becoming available and suitability of the site where meter is placed in the consumer's premises. The licensee may install remote metering device in the consumer premises as per the technical requirements of the specific device and in such cases the consumers shall provide access to the meter through his telephone line. The licensee may also install maximum demand (MD) meter having MD recording feature or such additional features in the consumer's premises. The licensee is also authorised to install 'check meter' at one consumer's location or for a group of consumers. In case the difference in consumption recorded by the 'check meter' and the 'billing meter' is found to be more than permissible limits, the licensee shall be free to install the billing meter on electricity pole or pillar boxes after giving due intimation in writing to the consumer.

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## Supply and Installation of Meters and Cut-outs/ MCBs / CBs

- 8.6 The licensee shall supply the meter and metering equipments, cut-out/ MCB/ CB/ load limiter to consumers at the time of serving new service connection or at any other time as required. The licensee shall keep the meter in proper working condition and the consumer shall pay the metering charges for the meter and metering equipments as specified in MPERC (Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009
- 8.7 Meter should ordinarily be fixed outside the building & inside the boundary wall of the premises in such a manner that it is protected from the elements (weather etc.) and can be read from outside without the need of meter reader to get the premises unlocked or opened for this purpose. In special situation, the licensee may permit the meter to be fixed at a place different from the one indicated above and this permission shall be accorded in writing by the concerned Officer not below the rank of Assistant Engineer. The consumer shall run his wiring from such point of supply. The meter box shall normally be mounted at such a height that meter reading counter/ display window is at eye level. In case of LT consumers meter and the cut-out/ MCB or, in case of HT /EHT consumers, meter, circuit breakers and its associated equipment including cables shall be installed by the Licensee at the point of supply.
- 8.8 All new meters should be installed in a tamper-proof meter box.
- 8.9 In case of semi-permanent (kuchha) houses the licensee shall ensure that the meter is properly fixed on a wall and is accessible to the meter reader. In case the consumer does not provide a wall for fixing the meter, the licensee shall be free to fix the meter on the electric pole or in a pillar-box to be provided by the licensee at its cost. The licensee shall also ensure that the earthing of the installation is proper.
- 8.10 In case the meter is installed inside the premises, the meter and other equipments of the licensee shall be placed very near to the point of entry of supplier's line, so that the metering unit is visible from outside the premises and independent/ unobstructed entry to the meter or metering cubical can be provided. Wherever required the consumer shall provide and maintain at his expense a locked and weatherproof enclosure of a design to be approved by the licensee for the purpose of housing the licensee's terminal high tension switchgear and equipment.
- 8.11 Whenever new meter/ metering equipment is installed (as a replacement or for a new connection), the meter shall be properly sealed on behalf of and in the presence of representatives of both the parties. Both the representatives, witness to the sealing shall affix their signatures on the specified documents mentioning their full name. The seal, name plates and distinguishing numbers or marks affixed on the meter and metering equipment shall not be broken, erased, altered or in any way interfered with by either party except in the presence of a duly authorised representative of the other party.

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- 8.12 The consumer shall be responsible for safe custody of Meter(s), cut-outs/ MCB/ CB etc., except in cases where such meter(s), cut-outs/ MCB/ CB etc. are installed in the premises of the licensee.
- 8.13 The licensee shall submit a list of all the types of meters installed in its area of operation, to the Commission annually. The information shall include the specification of each type of meter and the total number of units of each type in use and in stock with the licensee.

### **Testing of Meters**

- 8.14 It shall be the responsibility of the licensee to satisfy himself regarding the accuracy of the meter before it is installed and may test them for this purpose.
- 8.15 The licensee shall also conduct periodical inspection/testing of the meters as per the following schedule:
- (a) Single phase /three phase meters : at least once in every five years.
  - (b) HT meters : at least once in a year.

The CT and PT wherever installed, shall also be tested along with meters.

If required, the licensee may remove the existing meter for the purpose of testing. The representatives of the licensee must, however, produce an authenticated notice to this effect and sign the document, mentioning his full name and designation, as a receipt, before removing the meter. The consumer shall not object to such removal.

### **Defective Meters**

- 8.16 The Licensee shall have the right to test any meter and related apparatus if there is a reasonable doubt about the accuracy of the meter, and the consumer shall provide the licensee necessary assistance in conduct of the test. The consumer shall be allowed to be present during the testing.
- 8.17 A consumer may request the licensee to test the meter, if he doubts its accuracy, by applying to the licensee along with the requisite testing fee. The licensee shall test the meter within 15 days of the receipt of the application and fee. Preliminary testing of electronic meters can be carried out in the premises of the consumers through electronic testing equipment.
- 8.18 In all cases of testing of a meter in the laboratory, the consumer shall be informed of the proposed date of testing at least 7 days in advance, so that he may be present at the time of testing, personally or through an authorized representative. The signature of the consumer or his authorized representative, if present, shall be obtained on the Test Result Sheet.

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- 8.19 If a consumer is desirous of getting his meter tested at own cost through an independent laboratory instead of laboratory of licensee, he may get it tested at the laboratory approved by the Commission on payment of necessary charges.

#### **Meter (Including Maximum Demand Indicator) Not Recording**

- 8.20 The consumer is expected to intimate the licensee in writing, as soon as he notices that meter has stopped/ is not recording if the situation comes to his notice. The licensee shall acknowledge the intimation given by the consumer.
- 8.21 If during periodic or other inspection by the licensee, any meter is found to be not recording, or a consumer makes a complaint in this regard, the licensee shall arrange to test the meter within 7 days. In case of LT consumers the meter should be repaired/ replaced within 15 days in urban areas, and within 30 days in rural areas. In case of HT consumers, meter should be repaired/ replaced within 7 days.
- 8.22 No metering charges towards meter/metering equipment shall be payable during the month in which meter/metering equipment remained defective for more than 15 days in urban area and more than 30 days in rural area.

#### **Installation of Meters**

- 8.23 The meter to be installed in the consumers' premises shall be of appropriate capacity commensurate with the contract demand of the connection and shall conform to the relevant IS specifications. The class of accuracy of the meters shall be as per the specifications laid down in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 and as amended from time to time. The Distribution licensee shall ensure due testing of meters as per relevant ISS before supply of meters to the licensee's stores. Before installation of meters to the consumers' premises, the Distribution licensee shall ensure due routine testing of all meters and follow other provisions as per relevant Indian Standards and CEA Regulations.

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## Meter Reading, Bill Generation and Bill Distribution

- 8.24 In respect of domestic consumers meter should be read only during daylight hours. The periodicity of the meter reading for various categories of consumers is given below. The licensee may, however, improve upon the schedule if it finds that necessary or useful.

Consumer Category	Meter Reading
Domestic – Rural	Once in three months
Domestic – Urban (Municipal corporation towns, municipalities above one lakh population as per prevailing census and district head quarter towns)	Monthly
Other Domestic Urban	Once in two months
Non-Domestic <10kW – Rural	Once in three months
Non-Domestic – Others (Urban & Rural)	Monthly
LT Industrial	Monthly
Agriculture – Rural	Once in three months
Agriculture –Urban	Once in two months
Street light, Waterworks, X-Ray Plants, Electric Crematorium	Monthly
HT	Monthly

- 8.25 The meter reader shall carry the photo identity cards provided by the licensee which shall be pinned up on dress so that it is visible during the course of meter reading.

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- 8.26 The licensee may use hand held instruments, meter reading instrument (MRI) or wireless equipment for recording meter readings and for the generation of bills on the spot. If bills are prepared on the basis of MRI downloads or if meter reading is taken on the basis of remote meter-reading and the consumer wishes to have a record of the reading taken, he shall be allowed so by the officer/ personnel taking the meter reading.
- 8.27 In case, during spot billing procedure, the licensee's representative could not take meter reading due to the absence of the consumer, the representative may leave a note and request the consumer to inform the meter reading over telephone. The consumer may thereafter take the delivery of the bill on any convenient date. However this procedure of receiving meter reading over telephone shall not extend beyond one meter reading cycle at a stretch.
- 8.28 It shall be the licensee's obligation to assign a unique consumer number for each consumer and communicate the same to the concerned consumer.
- 8.29 It shall be open to the licensee to adopt a scheme for prepayment of energy charges for such consumers who are getting unmetered supply and the details of such prepayment scheme shall be got approved by the licensee from the Commission and shall be implemented after ensuring adequate publicity.
- 8.30 Bills shall be prepared for each category on the basis of the information provided in the prevailing tariff order.
- 8.31 When supply to a new consumer is commenced in the middle of a month the Fixed Charges shall be charged as per actual in the first billing month. However, other charges such as Minimum charges etc. shall be levied on prorata basis for the number of days for which supply is given. The units to be charged under various blocks or slabs shall also be accordingly prorated. For the purpose of this sub-clause, the month shall be computed as 30 days.
- 8.32 The licensee shall arrange to get the name of the bill distributor rubber-stamped and the bill distributor shall write down the delivery date of the bill on the body of the bill before it is handed over to the consumer
- 8.33 Whenever bills are to be issued for Audit Recovery or by Vigilance and for other recoveries etc. except demand for additional security deposit, such bills should be issued monthly and accompanied with the written details of basis of billing, period of billing etc. In case of non-payment of above bills in full within the stipulated time (not less than 15 clear days), the balance amount due shall be added in the ensuing current bills of the consumer continuously till either full bill is paid or settled otherwise. The licensee shall endeavour to take monthly Meter Reading Instrument (MRI) download for all connections where meters with MRI download facility are installed.

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8.34 If for any reason, meter is not accessible for reading, the licensee shall send a notice in writing to the consumer to keep the meter available for reading at the time and date given in the notice. If after the notice being given as described, the consumer still does not give access to the meter for reading, the licensee shall be free to send a provisional bill together with a surcharge. The rate of surcharge shall be as provided in the prevailing tariff orders. The provisional bill shall be prepared on the basis of average monthly consumption of the previous financial year.

The amount thus billed shall be adjusted against the bill raised on the basis of actual meter reading during subsequent billing cycle. Such provisional billing shall not continue for more than two meter reading cycles at a stretch. If the meter remains inaccessible even for the next cycle, the consumer will be served with a notice, to open his premises for reading of the meter at a fixed time and date. If the meter is not accessible at the time fixed in the notice, the supply will liable to be disconnected after serving a 24-hour notice under section 163 (3) of the Electricity Act, 2003.

8.35 The billing for the duration when the meter remains dysfunctional may be done in the following manner :

(a) In case a check-meter is available, the readings of the same may be used for assessment of consumption.

(b) In case, if during the period when the main meter is defective, the check meter is not installed or is also found defective, the quantity of electricity supplied shall be determined on the basis of average monthly consumption of previous three meter reading cycles. However, if the meter is found defective within three months of the date of connection, the quantity of electricity may be assessed on the basis of average monthly consumption of three meter reading cycles recorded by new meter ; provided that if in the opinion of the licensee, the conditions in the consumer's installation during the month in question were such as to render billing on such average consumption not equitable either to the consumer or to the licensee, the electricity supplied during such period shall be determined by the in charge of the (local area circle in case of EHT/HT consumers and incharge of the distribution centre in case of LT consumer) licensee. In the event of the consumer not being satisfied with such determination, he may appeal to the in charge of the local Region in case of EHT/HT consumers and incharge of the Sub-Division in case of LT consumer whose decision shall be final.

(c) The licensee, in absence of proper assessment immediately, may issue bill on provisional basis to the consumer on the basis of average monthly consumption of previous three meter reading cycles subject to revision at a later date.

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- 8.36 The licensee shall develop a detailed document describing systems, procedure and accountability regarding replacement of defective meters.
- 8.37 The Licensee may send bills to consumers by hand or by post. On a written request from a consumer the licensee shall send it by registered post and the expenses of such delivery of bill shall be recoverable from the consumer.
- 8.38 The licensee shall ensure distribution of bills to the consumers not less than seven days before the due date for cash payment.

**Special Reading of Meters in cases of Change of Occupancy / Vacation of Premises for Domestic Consumers**

- 8.39 It shall be the responsibility of the owner of the connection to get a special reading done by the licensee at the time of change of occupancy or on the premises falling vacant.
- 8.40 The owner/user of the connection may request in writing to the licensee for special reading at least 15 days in advance of the said vacancy of the premises by the existing user or change of the occupancy, as the case may be.
- 8.41 The Licensee shall arrange a special reading to be done and deliver the final bill, including all arrears till the date of billing, at least 7 days before the vacancy of the premises. The final bill shall also include payment for the period between the date of special reading and date of vacancy of premises on prorata basis. The charges towards special reading shall be recovered from consumer as per MPERC ( Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.
- 8.42 The bill for metered connections shall have details of consumer, reading, consumption, arrears (if any), date of bill, due date for payment etc. The bill may contain additional information, if any, as per the directions of the Commission .The Licensee from time to time may also provide further additional information as may be required.

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## CHAPTER 9: PAYMENT AND DISCONNECTION

### Payment

- 9.1 The consumers are required to make payment of the bills issued to them regularly within due dates.
- 9.2 The licensee shall ensure adequate publicity of the addresses/ locations and working hours of the collection centres including those of banks where consumers can make payments. The licensee shall provide a choice of maximum alternative modes of payment to the consumers like payment through cash, local cheque, bank draft, banker's cheque, Electronic Clearing System (ECS), credit card, drop boxes etc.
- 9.3 During the days when there is rush on the collection window, separate queuing arrangement should be made for senior citizens, women and physically handicapped persons and they should be attended on priority.
- 9.4 The due date of payment for all consumers shall normally be fifteen days from the date of issue of bill. If due date of payment mentioned in the bill is a public holiday, the succeeding working day shall be treated as the due date.
- 9.5 In the event of non-realisation of cheque, the licensee shall have the right to initiate any action as per law besides recovery towards charges for dishonoured cheque as per MPERC ( Recovery of expenses and other charges for providing electric line or plant used for the purpose of giving supply) (Revision-I) Regulations, 2009.
- 9.6 In case of non-receipt of bill within the specified period the consumer may contact the bill issuing office to collect the duplicate bill and arrange payment of the bill. In case the licensee is not in a position to provide duplicate bill, the consumer shall pay on the basis of past average bill amount. The licensee shall investigate the cause of non-receipt of bill and take suitable steps to ensure that the consumer receives his electricity bills promptly thereafter.
- 9.7 Every consumer shall be issued a receipt in token of having received the payment.
- 9.8 The consumer may also be allowed to make advance payment of future bills, which shall be adjusted in the succeeding months. However, only the regular bill amount shall be adjusted from the advance payment. Before adjusting any other amount, the consent of the consumer shall be sought.
- 9.9 All categories of consumers committing default in the payment of the billed amount shall be liable to pay delayed payment surcharge, on the amount outstanding, at rates as per applicable retail supply tariff order.

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9.10 All payments made by the consumer will be adjusted in the following order of priority:

- (a) Electricity Duty and Cess on the current consumption
- (b) Arrears of Electricity Duty plus arrears of Cess.
- (c) Delayed payment surcharge
- (d) Balance of arrears
- (e) Balance of current bill amount

9.11 Disputed/Erroneous Bills

- (a) In the event of any objection in respect of the billed amount, the consumer may make a representation before the concerned officer as mentioned in the energy bill. The supply of electricity shall not be cut off if such person deposits, under protest,
  - (i) an amount equal to the sum claimed from him, or
  - (ii) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.
- (b) The representation may be made on plain paper along with the following details:
  - (i) Name and address of the consumer mentioning telephone number, if any
  - (ii) Service connection number
  - (iii) Category of connection
  - (iv) Facts and relief sought in brief

The designated officer shall resolve the dispute within a maximum period of seven days from the date of receipt of such written representation.
- (c) If the Licensee finds the bill to be erroneous, a revised corrected bill shall be furnished to the consumer indicating the revised due date not less than seven days of the date of delivery of revised bill. Excess amount paid by the consumer, if any, shall be adjusted in the subsequent bill(s).
- (d) In the event that the original bill was correct, the consumer shall be intimated accordingly to pay the balance, if any, with surcharge as applicable as per original bill within 7 days.

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(e) In case the consumer is not satisfied with the decision of the licensee or otherwise, he may approach to Electricity Consumer Grievance Redressal Forum established by the licensee.

9.12 In case of death of a consumer the legal heir shall be liable to pay the dues of such consumer. The legal heir should also take steps to get the connection changed in his name within a period of three months.

### **Disconnection**

9.13 It shall be the responsibility of the licensee to ensure that no default in payment is continued beyond a reasonable period subject to a maximum of three months without action for temporary disconnection. The authorised official of the licensee will ensure that all the cases pertaining to default in payment are monitored regularly and timely action is initiated for temporary or permanent disconnection.

9.14 If a consumer fails in payment of any bill in full, without the approval of the authorised Officer, by the due date, the service connection of the consumer will be liable to be disconnected on temporary basis after giving not less than fifteen clear days' notice in writing to such consumer. Effort should be made that before disconnecting a domestic connection; an adult member of the family should be informed. If the proof of removal of the cause for disconnection is produced to the satisfaction of the Licensee's employee deputed for the purpose, the supply shall not be disconnected.

9.15 After temporary disconnection, the supply shall be restored only after the consumer pays the outstanding charges/dues/ amount of instalment fixed along with disconnection-reconnection charges.

9.16 The consumer shall be required to make a written request to the office of the licensee if the consumer wishes to get his connection temporarily disconnected for a period up to six months. For duration of temporary disconnection the consumer shall be liable to pay in advance all the monthly charges that are fixed in nature like fixed charge, minimum charge, metering charges etc. The consumer shall also be liable to pay disconnection / reconnection charges to avail the facility of temporary disconnection. The period of 'disconnection on request' can be extended on receipt of a request in writing and on necessary charges being deposited in advance.

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## **CHAPTER 10 - Theft of Electricity**

### **10. 1. Introduction**

10 1.1 The Ministry of Power, Govt. of India vide order no. S.O.790 (E) dated 8th June'2005 with title "The Electricity (Removal of Difficulties) order 2005" has directed State Commission for inclusion of measures to control theft in Electricity Supply Code as per details given below:

(1) The Electricity Supply Code as specified by the State Commission under section 50 of the Act shall also include following, namely: -

(i) method of assessment of the electricity charges payable in case of theft of electricity pending adjudication by the appropriate court;

(ii) disconnection of supply of electricity and removing the meter, electric line, electric plant and other apparatus in case of theft or unauthorized use of electricity: and

(iii) measures to prevent diversion of electricity, theft or unauthorized use of electricity or tampering , distress or damage to electrical plant, electric lines or meter.

(2) The above provisions in Electricity Supply Code shall be without prejudice to other rights of the Licensee under the Act or any other applicable law to recover sum due and to protect the assets and interests of the Licensee.

10 1.2 The detailed guidelines to be followed in making assessment in case of theft of energy are as under :--

### **10 2. Method of assessment of charges in case of theft of electricity by EHT/HT and LT consumers**

#### **10 2.1 Issue of assessment order for theft of electricity**

10 2.2 When a case of theft of energy is detected, the Authorized Officer shall assess, in accordance with the formula/procedure laid down in this chapter hereafter, the energy consumption for the entire period during which such theft of electricity has been detected or for a period of 12 (twelve) months immediately preceding the date of inspection, whichever is less. The Authorized Officer shall prepare assessment order on two times the rates ( which comprises of fixed charges , energy charges and other applicable charges ) as per applicable tariff and serve on the person under proper receipt.

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In case of a regular connection, where a case of theft of electricity is detected, assessment of the theft of energy shall be made as under :--

- (i) In case no change of category/purpose is detected and the assessed consumption is more than the minimum consumption/actual recorded consumption, after giving due credit for consumption already billed, balance consumption shall be billed at twice the tariff.
- (ii) In case change of category/purpose is detected and the assessed consumption is more than the minimum consumption/actual recorded consumption, the assessment may first be done at twice the normal tariff and credit of amount already paid may be given.
- (iii) Duty and cess or any other applicable charges/ taxes levied by Government shall be billed on normal rate for all the units assessed giving due credit for already billed amount on this account.
- (iv) In addition to the charges of assessment for theft as provided above, penalties as provided in the tariff Order that become due on such assessment shall also be levied. However any increase in incentive on account of the assessed consumption of theft shall not be allowed.

10 2.3 The assessment formula for working out the consumption due to theft of electricity shall be as follows:-

10 2.3.1 **Units assessed = L x D x H x F**, where

**L is load** (Connected load found in the consumer's premises during the course of inspection) in kW,

**D is number of working days per month** and shall be taken for different categories of use as below:

- |                                    |         |
|------------------------------------|---------|
| a) Continuous Process Industry     | 30 days |
| b) Non-continuous Process Industry | 25 days |
| c) Domestic use                    | 30 days |
| d) Agriculture                     | 30 days |
| e) Non-Domestic (continuous)       | 30 days |

Viz. Hospitals, Hotels and Restaurants,

Guest houses, Petrol pumps etc.

- |  |         |
|--|---------|
| f) Non-Domestic (general) i.e. other than e) | 25 days |
|--|---------|

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g) Water works & Street Lights 30 days

**H is use of supply hours per day**, which shall be taken for different categories of use as below:

a) Single shift working industry	8 hrs.
b) Two shift working industry	16 hrs.
c) Continuous process industry	24 hrs.
d) (i) Non-domestic including restaurants	12hrs.
(ii) Hotels, hospitals, guest-houses, Petrol pumps etc.	20 hrs
e) Domestic	8 hrs.
f) Agriculture	6 hrs.
g) Water works	8 hrs
h) Street light	12 hrs

**F is load factor**, which shall be taken for different categories of use as below:

a) Industrial	60%
b) Non-domestic	60%
c) Domestic	40%
d) Agriculture	100%
e) Water works	100%
h) Street light	100%
i) Direct theft	(i) Domestic category 50%
	(ii) All consumers
	other than domestic 100%

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10 2.3.2 In cases where the meter is found tampered and the meter working is found slow after its due testing at the laboratory, the assessment of consumption of units in such cases shall be carried out based on the extent to which the meter has been found recording slow as per testing results subject to the condition that such assessment does not exceed one and one half times (1.5 times) the units assessed as per specified formula. In cases where the meter is found tampered but it is not possible to establish that the meter is slow or the exact percentage by which it is recording less consumption but external device(s) found inserted or tampering with the meter parts/wiring is found, the assessment of consumption shall be done at one and one half times (1.5 times) of the units assessed in accordance with the specified formula.

10 2.3.3 The working hours for the purpose of assessment of units consumed in the cases of theft of electricity for bonafide domestic use for operating domestic water pump, microwave ovens, washing machines, mixer, electric press, small domestic flour mill, vacuum cleaner, toaster, water purifier and petty domestic appliances excluding lights, fans, TV and refrigerator etc. shall not be considered for more than **one** hour working per day on 100% load factor. The duration of use in case of Air Conditioners, coolers and the Geysers shall be taken as six months during the year for all categories of users with the working hours per day and the load factor specified for that category.

10 2.3.4 **Assessment of energy in case of theft of electricity for temporary connections**

In the case of temporary connection, the assessment of units consumed for theft of electricity shall be done as per the following formula:

Units assessed = L x D x H, where

L = Load (load found connected at the time of inspection) in kW,

D = No. of days for which supply is used, and

H = 6 hours for agriculture connections and 12 hours for others.

10 2.4 Upon detection of theft of electricity, the authorized officer of the licensee or supplier, as the case may be, may immediately disconnect the supply of electricity to such premises.

10 2.5 The Licensee or supplier, as the case may be, on payment of the assessed amount or electricity charges in accordance with the provision of Regulations stipulated in this Code, shall, without prejudice to the obligation to lodge the complaint and restore the supply line of electricity within forty eight hours of such payment.

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- 10 2.6 If the person does not make payment within the stipulated time, the Licensee or Supplier may proceed to recover its dues against assessment order and take such further action as is permitted under the relevant Acts.
- 10 2.7 The assessment order of charges for theft of electricity issued by the authorised officer shall be pending adjudication by Appropriate Court. In all cases where theft of electricity has been detected, the Licensee or Supplier shall file the case with Appropriate Court for decision in the matter unless the offence is compounded under Section 152 of the Act.
- 10 2.8 Levy of interest for delayed payment - In case of default by the person in payment of assessed amount, the person, in addition to the assessed amount, shall be liable to pay, on expiry of thirty days from the date of order of assessment, an amount of interest at the rate of sixteen per cent per annum compounded every six months pending adjudication by Appropriate Court.
- 10 2.9 In the premises where the theft of electricity has been detected, the Licensee or Supplier shall remove the cause of theft immediately by making seizure by removing line / cable/ plant or any other item/ equipment or meter up-to the distribution mains, which are found being used or likely to have been used for the purposes of theft of electricity. The Licensee or Supplier may subsequently further remove or divert or convert his line, cable or electrical plant or devices to prevent further theft of electricity provided that such action shall not result into any inconvenience in affording quality supply or disruption of supply, to other consumers.

**10 3 Measures to prevent diversion of electricity, theft or unauthorized use of electricity or tampering, distress or damage to electrical plant, electric lines or meter.**

In order to reduce and prevent the menace of theft or unauthorized use of electricity or tampering, distress or damage to electrical plant, electric lines or meter, it is necessary to initiate following preventive measures:.

- 10 3.1 The Licensee or Supplier shall arrange periodic inspection/ testing of meters.
- 10 3.2 The Licensee or Supplier shall arrange to provide tamper proof meter boxes on meters so as to ensure that meters installed at all the consumers' premises have tamper proof meter boxes. The Licensee or Supplier shall simultaneously also review the status of service lines to ensure that it is in good working condition & well insulated. Wherever required, service lines should be replaced to prevent theft.
- 10 3.3 The Licensee or Supplier should intensify the efforts for regular inspection of premises of consumers and other persons to ensure prevention of theft or unauthorized use of electricity or tampering, distress or damage to electrical plant, electric lines or meter. Priority should be given for detection of direct theft cases by the vigilance teams of the Licensee or Supplier, particularly in theft prone areas.

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- 10 3.4 The Licensee or Supplier shall evolve a system for carrying out regular monthly monitoring of consumption of high value consumers, which shall include all the HT connections and LT connections having contract demand of 50 HP & above. Variations in the consumption should be carefully analyzed. The Licensee or Supplier should arrange prompt inspection in doubtful cases.
- 10 3.5 The Licensee or Supplier shall arrange to ensure that 33KV & 11 KV feeder wise and 33/11 KV sub-station wise losses are worked out. The Licensee or Supplier shall take suitable steps for reduction of losses in the pockets identified by working out losses in the above manner.
- 10 3.6 The Licensee or Supplier shall install meters on all distribution transformers and carry out energy audit so as to identify localized high loss pockets and take further suitable action for reduction of losses in such pockets.
- 10 3.7 The Licensee or Supplier shall endeavour to install remote metering devices on all HT/EHT connections on priority for the purpose of monitoring of consumption and prevention of theft of electricity. The Licensee or Supplier shall further endeavour to install remote metering devices on high value LT connections.
- 10 3.8 The Licensee or Supplier shall arrange to give due publicity through the media, TV and newspaper to bring the awareness about the level of commercial losses, its implication on the honest consumers and seek the cooperation for prevention of theft or unauthorized use of electricity or tampering, distress or damage to electrical plant, electric lines or meter. The Licensee or Supplier shall also display boards containing the information about the above at its offices.
- 10 3.9 The Licensee or Supplier shall arrange to provide requisite security force to the Authorised Officers for their safety and expenses on such account shall be pass-through in ARR (Aggregate Revenue Requirement). Such security squads shall have to invariably accompany the Authorised Officers in order to ensure their safety.
- 10 3.10 The Licensee or Supplier may replace overhead bare conductors with cables in theft prone areas, wherever necessary, to prevent theft by direct hooking with the Licensee's lines and expenditure this account shall be a pass-through in the ARR.
- 10 3.11 The Licensee or Supplier may provide HV distribution system (LT less system) in theft prone areas using small capacity distribution transformers, wherever necessary, to prevent theft by direct hooking and expenditure this account shall be a pass-through in the ARR.
- 10 3.12 The Licensee or Supplier is authorized to relocate the meters of existing consumers to an appropriate location but within the boundary wall so that it is clearly visible and the meters are easily accessible for reading, inspection/ testing and other related works. In case of doubtful cases where continuous vigil is not possible, the Licensee or Supplier

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may install check meters on its poles / feeder pillars. Where theft of electricity is detected, for the period subsequent to detection of theft, the Licensee or Supplier may install billing meters for such connections on its poles/ feeder pillars.

10 3.13 The Licensee or the Supplier shall take all precautions to prevent damage or distress to their lines/ plants, meters or other such equipments by providing adequate protection and security. The Licensee or the Supplier shall take prompt appropriate action as per the provisions of the Electricity Act, 2003 if any damage or distress is caused to their lines/ plants, meters or other such equipments so as to deter/curb such practices.

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## CHAPTER 11 : MISCELLANEOUS

### Force Majeure:

- 11.1 The licensee shall not be liable for any claim by the consumer for loss, damage or compensation whatsoever arising out of failure of supply when such failure of supply is due, either directly or indirectly, to war, mutiny, civil commotion, riot, terrorist attack, flood, fire, strike, lockout, cyclone, tempest, lightning, earthquake or act of God or act of Central/State Government.
- 11.2 If at any time during the continuance of the agreement between the licensee and the consumer, if the use of electricity is not possible fully or partially by the consumer due to Force Majeure conditions such as war, mutiny, civil commotion, riot, terrorist attack, flood, fire, strike (subject to certification by Labour Commissioner), lockout (subject to certification by Labour Commissioner), cyclone, tempest, lightning, earthquake, act of God, act of Central/State Government, etc. which are beyond the control of the consumer, he may, on giving 7 clear days notice in writing to the licensee, about such a situation, take a reduced supply of power as may be necessary and feasible within permissible limits of contract demand at relevant voltage levels. In all cases where the consumer claims Force Majeure conditions, the licensee's authorised representative shall verify the same. Such a facility shall be available to the consumer only if the period of reduced supply is for a minimum continuous period of 10 days and up to a maximum of six months. The aforesaid period of reduced supply shall not be counted towards the initial period specified in the agreement and the initial period of agreement shall be extended for a further period equal to the period of reduced supply. There is no restriction on number of times of such facility availed by the consumer subject to maximum period of total six months of all such occasions.
- 11.3 In case the licensee is unable to supply power to a consumer who is not otherwise a defaulter, for a continuous period of 10 days (each day shall consist of power cut from 00 hours to 24 hours) or more in a calendar month, the licensee shall charge the consumer in the following manner:
- (a) Energy charges shall be on the basis of actual meter reading recorded in the energy meter.
  - (b) Other charges (excluding electricity duty and cess) shall be prorated on the basis of the number of days, power was provided to the consumer.

This facility will be provided to consumers with metered connections only.

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### **Tampering, distress or damage to electrical plant, lines or meter**

- 11.4 If the electrical plant, lines or meter or any other equipment. of the licensee placed in the consumer premises is found tampered, distressed/damaged, the licensee shall be entitled to recover the expenses incurred for restoration of such plant, line, meter or equipment, without prejudice to his right to take action under appropriate provisions of the Act, including disconnection of supply for non-payment of the cost for replacement/rectification, action for theft or assessment for unauthorized use as the case may be. The use of energy by artificial means (like use of phase splitters) to convert a supply to three-phase supply will be treated as unauthorised use of energy.

### **Authorisation of Franchisees**

- 11.5 The licensee may authorise a franchisee to distribute electricity on its behalf in a particular area within the Licensee's area of supply as per the provisions of the Act. However, the bills shall be issued to the consumer in the name and title of the Licensee only.

### **Other Codes and Regulations**

- 11.6 Consumers shall ensure that new buildings, structures, additions, modifications and any other construction projects keep the minimum clearances required from existing supply lines of the licensee. These minimum clearances are specified in the CEA( Measures relating to safety & electricity supply) Regulations, 2010.

### **Service of Notice**

- 11.7 Any letter, order or document addressed by the licensee to the consumer shall be deemed to be duly given, if served in writing addressed to the consumer and delivered by hand at, or sent by post/ courier, to the address specified in the consumer's requisition or in the agreement with the consumer if entered into or as subsequently notified to the licensee. In case there is no person on the premises to whom the notice can with reasonable diligence be delivered, the notice may be served by affixing it on some conspicuous part of the premises.
- 11.8 The licensee may serve any general notice like message regarding load regulatory measures, applicability of new tariff or change in due date of payment etc. in a widely circulated local newspaper.
- 11.9 All communications to the licensee shall be addressed to:
- (a) The Secretary of the licensee's Company at the Corporate Office of the licensee or to any other officer authorised or designated in this behalf in case of H.T./ E.H.T. consumers.
  - (b) The licensee's Executive Engineer or any other officer authorised or designated in this behalf in the case of L.T. consumers.

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## **Unforeseen Circumstances**

- 11.10 If any circumstances not envisaged by the provisions of this Code arise, the licensee shall, to the extent reasonably practicable in the circumstances, consult promptly and in good faith with all affected parties in an effort to reach an agreement as to what should be done. If agreement between the licensee and those parties cannot be reached to a conclusion, the licensee shall determine it in the manner best to its ability.
- 11.11 Wherever the licensee makes such a determination, it shall do so having regard, wherever possible, to the views expressed by the affected parties and, in any event, to what is reasonable in the circumstances. Each party shall comply with all instructions given to it by the licensee following such a determination, provided that the instructions are consistent with the prevailing Codes, Regulations and Act. The licensee shall promptly refer all such unforeseen circumstances, and any such determination to the Commission for consideration.

## **Interpretation:**

- 11.12 These conditions shall be read and construed as being subject, in all respects, to the provisions of the Electricity Act 2003 (No 36 of 2003), the CEA( Measures relating to safety & electricity supply) Regulations, 2010 and the M.P. Vidyut Sudhar Adhiniyam, 2000 (No 4 of 2001) in force and as amended from time to time and the Rules made therein and to the provisions of any other law relating to the supply of electricity for the time being in force; and nothing contained in this Code shall abridge or prejudice the rights of the licensee and the consumer under any Central Act or State Act or Rules made thereunder.
- 11.13 In case of any dispute in meaning or scope or interpretation of this Code, the interpretation of the Commission shall be final and binding on all concerned.

## **Power to remove difficulties:**

- 11.14 If any difficulty arises in giving effect to any of the provisions of this Code, the matter may be referred to the Commission who after consulting the parties affected, may pass any general or special order, not inconsistent with the provisions of the Act or any other enactment relating to supply of electricity for the time being in force, which appears necessary or expedient, for the purpose of removing the difficulty.

## **Jurisdiction of Court:**

- 11.15 All proceedings arising out of this Code and the agreement made there under shall be filed only in the Court under whose jurisdiction the agreement was executed, subject to the overall jurisdiction of the High Court of Madhya Pradesh.

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## **Repeal and Savings**

- 11.16 The Code namely “ Madhya Pradesh Electricity Supply Code, 2004 (G-1 of 2004) which were notified on 16.04.2004 and read with all amendments thereto, as applicable to the subject matter of this Code is hereby repealed.
- 11.17 Nothing in this Code shall be deemed to limit or otherwise affect the inherent power of the Commission to make such orders as may be necessary for ends of justice to meet or to prevent abuses of the process of the Commission.
- 11.18 Nothing in this Code shall bar the Commission from adopting in conformity with the provisions of the Act a procedure, which is at variance with any of the provisions of this Code, if the Commission, in view of the special circumstances of a matter or class of matters and for reasons to be recorded in writing, deems it necessary or expedient for dealing with such a matter or class of matters.
- 11.19 Nothing in this Code shall, expressly or impliedly, bar the Commission dealing with any matter or exercising any power under the Act for which no Codes have been framed, and the Commission may deal with such matters, powers and functions in a manner it thinks fit.

By order of the Commission

( P.K.Chaturvedi)  
Commission Secretary

**APPLICATION FORM –FOR DOMESTIC/NON-DOMESTIC  
LOW TENSION SERVICE CONNECTION**

**New Connection/Shifting of Premises/Change in Contract  
Demand/Change of Tariff Category/Change of Name of Consumer etc.**

*(Please strike-off the purpose that is not applicable)*

To,

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Sir,

I/We request you to supply electricity to my/our premises. The requisite information is furnished below :-

1. Consumer –
  - (a) Name of the person/organization : .....
  - (b) Name of father/husband/Director/ : .....  
Partner/Trustee

(c) Full Address of the premises (with PIN)

Where a new connection is being applied for/the existing connection is proposed to be shifted

Telephone No. : .....

(i) Factory / Premises : .....

(ii) Registered Office (alongwith Postal address) : .....

(iii) Residence (Postal address) : .....

E-mail : .....

Bank A/C No. and name of Bank (optional) : .....

Existing sanctioned load/contract

Demand if any, : .....

Service connection no. (For existing connection) : .....

2. Built-up area of the premises/plot area : .....

3. Category of supply : .....

4. Purpose of supply : .....

5. Type of Supply : Permanent/Temporary

*(Please strike-off type not applicable and tick the type applicable)*

If temporary specify period – From : ..... To : .....

6. Proposed Load –

(a) For domestic connection : ..... Watts

*Please fill-up and attach format for determination of connected load.*

(b) For Non-domestic category please fill up the following table

*(Attach duly signed separate list if required)*

Item	Connected Load per item (Watts)	No.	Total Connected Load (Watts)

(c) If opted for two part tariff, then Contract Demand = \_\_\_\_\_ KVA.

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w.e.f. \_\_\_\_\_ in case supply is required in phasing.

7. Any electricity dues outstanding in the licensee's area of operation in the consumer's name Yes/No
8. Any electricity dues outstanding for the premises for which connection applied for : Yes/No
9. Any electricity dues outstanding with the licensee against any firm/company with which the consumer is associated as an Owner, Partner, Director or Managing Director Yes/No  
*(For serial nos. 7, 8 & 9 if answer is 'Yes' in any case please provide details)*
10. Whether the boundary within which electricity shall be consumed is clearly shown in the Plan (Map) of the premises. Yes/No
11. I/We hereby declare that –
- (a) The information provided in the form above is true to my knowledge.
  - (b) I/We have read the Madhya Pradesh Electricity Supply Code and agree to abide by the condition mentioned therein.
  - (c) I/We will deposit electricity dues, every month, as per the applicable electricity tariff and other charges.
  - (d) I/We will own the responsibility of security and safety of the meter, cut-out and the installation thereafter.
  - (e) I/We enclose all necessary documents as per list with the application form. (If 'No', please provide details with reasons).

Signature of the Consumer/Authorized Signatory

Date : .....

Place : .....

**Note :** Following documents may be attached with the application form :-

**For domestic and non-domestic connections in urban area:**

1. Application registration fee
2. Passport size photo of applicant

- 
3. Photocopy of document related to House/Premises (In case of tenant rent deed agreement/rent receipt/affidavit related to tenancy of applicant)
  4. Plan Map of House (duly certified by applicant).
  5. No Objection Certificate from local statutory authority, etc. (Secretary/ Gram Panchayat/Nagar Panchayat/ Authorised Officer of Municipal Corporation/Municipality).
  6. Below Poverty Line Ration Card for domestic connection/Registration Certificate of list of Below Poverty Line (If applicant is in Below Poverty Line and wants exemption in Service Connection Charges).
  7. Registration Certificate of SC and ST candidate under Below Poverty Line. (If applicant wants exemption in energy charges).

**For domestic and non-domestic connections in rural area:**

1. Application registration fee
2. Passport size photo of applicant
3. No Objection Certificate of Sarpanch/ Panchayat Secretary (only for non-domestic connection)
4. Below Poverty Line Ration Card for domestic connection/Registration Certificate of list of Below Poverty Line (If applicant is in Below Poverty Line and wants exemption in Service Connection Charges).
5. Registration Certificate of SC and ST candidate under Below Poverty Line. (If applicant wants exemption in Energy Charges).

**APPLICATION FORM –FOR EXTRA HIGH TENSION/HIGH TENSION/  
OTHER LOW TENSION SERVICE CONNECTION**

**New Connection/Shifting of Premises/Change in Contract  
Demand/Change of Tariff Category/Change of Name of Consumer etc.**

*(Please strike-off the purpose that is not applicable)*

To,

-----  
-----  
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Affix Pass Port  
Size Photo

Sir,

I/We request you to supply electricity to my/our premises. The requisite information is furnished below :-

1. Consumer –

(a) Name of the person/organization : .....

(b) Name of father/husband/Director/ : .....

Partner/Trustee

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(c) Full Address of the premises (with PIN)

Where a new connection is being applied  
for/the existing connection is proposed to  
be shifted

Telephone No. : .....

(i) Factory / Premises : .....

(ii) Registered Office (alongwith  
Postal address) : .....

(iii) Residence (Postal address) : .....

E-mail : .....

Bank A/C No. and name of Bank  
(optional) : .....

Existing sanctioned load/contract

Demand if any, :

.....(EHT/HT/LT)

Service connection no.  
(For existing connection) : .....

**LT Supply :**

2. Built-up area of the premises/plot area : .....

3. Category of supply : .....

4. Purpose of supply : .....

5. Type of Supply : Permanent/Temporary

*(Please strike-off type not applicable and tick the type applicable)*

If temporary specify period – From : ..... To : .....

6. Proposed Load *(fill up the following)* –

(a) *(Attach duly signed separate list, if required)*

Item	Connected Load per item (Watts)	No.	Total Connected Load (Watts)

---

(b) If opted for two part tariff, then Contract Demand = \_\_\_\_\_ KVA.

w.e.f. \_\_\_\_\_ in case supply is required in phasing.

### **EHT/HT Supply**

7. Voltage at which supply is required (KV) :

<b>11 KV</b>	<b>33 KV</b>	<b>132 KV</b>	<b>220 KV</b>
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8. Type of supply : Temporary/Permanent/standby/synchronization of CPPs or Generators with Grid

*(Please strike-off category not applicable and tick the category applicable)*

For other than permanent supply, specify period – From : ..... To : .....

9. Steps taken by the consumer so far to set-up the installation

- (a) .....
- (b) .....
- (c) .....
- (d) .....

10. Basis of projection of Contract Demand required –

- (a) Diversity factor assumed : .....
- (b) Total Connected Load : .....

Attach List of Machines

11. Whether connection is required in phases : .....

12. Phasing of contract demand (CD) : .....

<b>Sl.No.</b>	<b>CD required (KVA)</b>	<b>Tentative Date From which required</b>	<b>Remarks</b>

Note: The tentative dates of phasings should not be beyond the date of expiry of initial period of agreement.

- 
13. Purpose of installation :.....
14. Category of tariff opted for :.....  
(as per tariff order)
15. Probable date of production :.....
16. Category of Industry : SSI/MSI/LSI  
*(Please strike-off category not applicable and tick the category applicable)*
17. Status of land acquisition :.....  
.....  
*(Please provide proof of ownership and statutory clearances)*
18. Expected date by which finance would be available : .....
19. Whether the requisite consent/NOC (where applicable according to the list of Pollution Control Board) has been obtained from M.P. State Prevention and Control of Water Pollution Boards, Bhopal as per statutory requirements  
(If yes, a copy should be furnished) : .....

**FOR ALL CONSUMERS**

20. Any electricity dues outstanding in the licensee's area of operation in the consumer's name Yes/No
21. Any electricity dues outstanding for the premises for which connection applied for : Yes/No
22. Any electricity dues outstanding with the licensee against any firm/company with which the consumer is associated as an Owner, Partner, Director or Managing Director Yes/No  
*(For serial nos. 20, 21 & 22 if answer is 'Yes' in any case please provide details)*
23. Whether the boundary within which electricity shall be consumed is clearly shown in the Plan (Map) of the premises. Yes/No
24. I/We hereby declare that –  
(a) The information provided in the form above is true to my knowledge.

- 
- (b) I/We have read the Madhya Pradesh Electricity Supply Code as amended and agree to abide by the condition mentioned therein.
- (c) I/We will deposit electricity dues, every month, as per the applicable electricity tariff and other charges.
- (d) I/We will own the responsibility of security and safety of the meter, cut-out and the installation thereafter.
- (e) I/We enclose all necessary documents as per list with the application form. (If 'No', please provide details with reasons).

Signature of the Consumer/Authorized Signatory

Date : .....

Place : .....

**Note :** Following documents may be attached with the application form :-

1. Proof of ownership/legal occupancy of the premises.
2. A map indicating therein in the proposed location of the plant/office and the point where supply is required. The map should normally be of the scale of 1 cm representing 1200 cm for EHT/HT connection.
3. Licensee/NOC from statutory authority, if required or a declaration by the applicant is that his connection does not fall under the requirement of NOC under any statute.
4. In case of a proprietary firm, an affidavit to be submitted stating that the applicant is the sole proprietor of the firm.
5. In case of partnership firm, a certified copy of partnership deed.
6. In case of Limited Company, Memorandum and Articles of Association and Certificate of Incorporation.
7. In case of agricultural consumer, copy of Khasra/Bahi be attached.
8. Proof of permanent residential address of the consumer and PAN Number, if any. If there is any change at a later date, the same shall be intimated by the consumer to the Licensee immediately.
9. Letter of intent for production/enhancement in production for industrial connection.

- 
10. List of equipment proposed to be installed along with their connected load.
  11. Resolution for authorization in respect of where connection required in name of firm, limited/Pvt. Ltd. firm, company etc.
  12. Registration from Industries Department wherever applicable.
  13. Extract of project report relevant to power and process requirement (in case of industries).
  14. Copy of the relevant section of the current tariff order that provides details of the tariff category opted by the consumer and duly signed by him. This will be appended with agreement after completion of formalities.

**Standard Agreement Form for Supply of Electrical Energy to Low Tension Consumers**

THIS AGREEMENT made on the ..... day of ..... Two thousand and ..... between .....(Name of the Licensee) (hereinafter called "the Licensee" which expression, unless repugnant to the subject or context, shall include its successors and assigns) of the ONE PART And ..... (name of the consumer and the address in detail should be mentioned. In the case of Registered partnership firm, besides the name and address of the firm the name and address of the Managing Partner or the Partner executing the agreement on its behalf should be mentioned. In the case of a Company incorporated under the provisions of the Companies Act, 1956, the address of the registered office of the Company and the name of the Managing Director or the Officer of the Company duly authorised to execute the agreement should be stated) (hereinafter called "the consumer" which expression, unless repugnant to the subject or context, shall include his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

WHEREAS the consumer has requested the licensee to supply electrical energy to the premises (map\* enclosed) of the consumer situated at ..... in the district of ..... and which, for greater clearness, delineated on the plan hereto annexed and thereon coloured, for the purpose of ..... and the licensee has agreed to supply the same on terms and conditions stipulated hereunder.

NOW THESE PRESENTS WITNESS that in consideration of the payment to be made by the consumer as herein after contained, it is hereby MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

**1 Duration of Agreement:** This agreement shall commence from the date of supply or the day immediately following the expiry of thirty days' notice of intimation served by the licensee on the consumer that supply of electrical energy is available under this agreement, whichever is earlier. This Agreement shall continue to be in force until the expiry of TWO years from the date of commencement of agreement and thereafter shall be deemed to be continued from year to year unless the agreement is terminated as per clause 4 of this agreement. *For domestic and single phase non-domestic consumer, there shall be no initial period of agreement.*

**2 Electricity Supply Code:** The consumer has obtained and perused a copy of the Madhya Pradesh Electricity Supply Code,2013 including amendments & addendums made to it from time to time and has understood its contents, and undertakes to observe and abide by all the terms and conditions stipulated therein to the extent they are applicable to him. The said Code as modified from time to time, to the extent they are applicable, shall be deemed to form part of this Agreement. Any regulation framed by the Commission in regard to supply of electricity shall also be deemed to form part of this agreement.

The Licensee has supplied and the consumer has understood the provisions of other applicable regulations prescribed by MP Electricity Regulatory Commission (herein after

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referred as Commission) and any modification as may be applicable from time to time and has agreed to abide by all such terms & conditions provided therein.

3 **Quantum of Supply:** Subject to the provisions hereinafter contained and during the continuance of this Agreement, the licensee shall supply the consumer and the consumer shall take from the licensee, by any other course as permitted under law, a supply up to but not exceeding a contract demand of .....kVA/ kW/ HP from.....kVA/ kW/ HP from.....

4 **Type of Supply:** The aforesaid supply shall be from a 50 Hz alternating current system at a normal pressure of..... Volts at ..... phase. The frequency and pressure of the supply at the point of supply shall be subject to fluctuations that are incidental to generation and transmission of electrical energy. But such fluctuations shall not, except for reasons beyond the control of the licensee, exceed the limits provided in IE Rules 1956 and any other applicable rules & regulations

5 **Security Deposit:** The consumer shall pay ‘Security Deposit’ as prescribed under regulations issued by the Commission. The consumer undertakes to make any additional security deposit, as and when called upon by the licensee under regulations issued by the Commission. Failure to pay the deficient security deposit will entitle the licensee to disconnect the supply after serving 15 clear days notice to comply with the deficiency.

6 **Metering:** For the purpose of registering the electrical energy taken by the Consumer under this Agreement, a suitable meter and metering equipment shall be provided and maintained by the licensee.

7 **Charges to be paid by the consumer:** The consumer shall pay to the licensee, for power demanded and electrical energy supplied under this agreement, charges in accordance with the Tariff, including other terms and conditions as applicable to the ..... category of service and also as per the ‘Schedule of Miscellaneous Charges’ as in force from time to time. After the commencement of the agreement no further option in the selection of alternative tariffs (within the same category) will be allowed except once in initial agreement period of two years in addition to any option that may be specified in Tariff Order issued by the Commission from time to time.

Provided that the consumer shall pay electricity duty, cess or such other levy, tax or duty as may be prescribed under any other law in addition to the charges payable under the Madhya Pradesh Electricity Supply Code, 2013, Tariff, Schedule of Miscellaneous Charges and other charges as approved by the Commission from time to time.

8 **Disconnection:** In the event of the consumer failing to comply with the terms & conditions of this agreement or any of them, then the licensee is free to discontinue the supply of energy to the consumer, as per the applicable rules and regulations and the licensee shall not be liable for any compensation or damages, if any, so suffered by consumer without prejudice to the right of the licensee to recover the outstanding dues and the applicable demand/ minimum charges during the period of such disconnection.

9 **Termination of the agreement either by the licensee or the consumer:** Domestic and single-phase Non-domestic category of consumers may terminate the agreement after giving a 15 days' notice. Other consumers can terminate the agreement after the expiry of the initial period of two years on giving one-month's notice. The licensee may also terminate the agreement by providing similar notice to the consumer and stating the reasons of such termination in writing. Provided that if power supply remains disconnected for a period of sixty days for non-payment of dues or non-compliance of the directions issued under the Madhya Pradesh Electricity Supply Code'2013, and even after issue of a show cause notice by the licensee, no effective steps are taken by the consumer for removing the cause of disconnection and for restoration of power supply within the period specified in the notice, the agreement of the licensee with the consumer for power supply shall be deemed to have been terminated on expiry of the period specified in the notice. The period of the show cause notice shall be seven days.

However, if the agreement is to be terminated, for categories other than Domestic and Single phase non-domestic light & fan and power, before completion of the initial period of agreement, the consumer shall be liable to pay charges as per tariff for the balance period of the agreement.

10 **Special clause(s): (see note given at the end of form)**

11 **Correspondence:**

- (a) Any letter, order or document addressed to the consumer shall be served by post or left at the address given in the preamble to this agreement in the manner prescribed in Section 171 of the Electricity Act, 2003.
- (b) All communication to the licensee shall be addressed to ..... or to any other office authorised or designated in this behalf.

12. **Stamp Duty:** The consumer agrees to bear the cost of the stamp duty and all costs incidental to the execution of this Agreement in full.

13. **Disputes:** This agreement shall be deemed to be entered into at the location of registered office of the licensee and all disputes and claim, if any, in respect of this contract are to be settled at such locations as mentioned in the Guidelines for Redressal of Consumer Grievances or be triable only in any competent court situated within the area of operation of the licensee.

In WITNESSES WHEREOF the parties hereto have put their hands and seals this the ..... day of .....20

Signature of the consumer, name & address	Signature of Authorized Signatory of Licensee name

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Signature of witness to the execution by the consumer, name & address	Signature of witness to the execution by the person of the licensee, name & address
1.	1.
2.	2.

The Common seal was hereunto affixed in the presence of (applicable for limited companies)

1.

2.

Note:

\* The map of premises attached with the application form by the applicant and verified by the licensee , indicating point of supply thereon, shall become a part of the agreement and both the parties shall be signatory on this map.

\*\* Any other condition(s) that may be mutually agreed between the licensee and the consumer and that is (are) in accordance with the prevailing Rules/Regulations.

Madhya Pradesh ..... Kshetra Vidyut Vitaran Company Limited, .....

**Agreement for Extra High Tension/ HighTension Supply**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the Madhya Pradesh ..... Kshetra Vidyut Vitaran Company Limited, ..... a company incorporated under section \_\_\_\_ of Companies Act, 1956 **and is a Government Company within the meaning of section 617 of the Companies Act 1956** (which expression shall where the context so admits include its successors in office and assigns) of the one part and \_\_\_\_\_ (hereinafter called the Consumer which expression where the context so admits shall include his heirs executors, administrators, legal representatives, successors in business and assigns) of the other part.

WHEREAS the Consumer has requested the Madhya Pradesh ..... Kshetra Vidyut Vitaran Company Limited, ..... (Hereinafter referred to as the ..... Discom) to supply him with electrical energy in bulk at the Consumer's premises Situated at \_\_\_\_\_ and which for greater clearness is delineated on the plan hereto annexed and thereon coloured, for the purpose of \_\_\_\_\_ and the ..... Discom has agreed to supply to the Consumer such energy upon the terms and conditions hereinafter contained.

**NOW IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:-**

1 (a) Subject to the provisions hereinafter contained and during the continuance of this Agreement, the ..... Discom shall supply to the Consumer and the Consumer shall take from the ..... Discom all such electrical energy as the Consumer shall require for the purpose of his own use and for the above mentioned purpose at his premises referred to above, up to a maximum of:—

KVA from

KVA from

KVA from

(Hereinafter called the contract demand) subject to provisions of clause 13 hereof.

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(b) The consumer shall not sell **or transfer or redistribute** the electrical energy taken under sub-clause (a) without obtaining the sanction in writing of the Madhya Pradesh Electricity Regulatory Commission (hereinafter called MPERC) under the Electricity Act, 2003.

2. (a) Commencement of this Agreement shall date either from the actual date on which the Consumer has begun to take electrical energy under this Agreement or the day immediately following the expiry of specified notice period of intimation **of ----- days** as per Electricity Supply Code, 2013 as in force **and as amended** from time to time served by the ..... Discom's Executive Engineer of the area on the Consumer that Supply of electrical energy is available under this Agreement, whichever is earlier.

(b) Subject to the foregoing sub-clause (a) the Consumer shall commence to take electrical energy under the conditions of this Agreement within the specified notice period from the date of notice of the intimation referred to in sub-clause (a) foregoing ; and shall further complete the electrification of his premises within a reasonable time. **In the event of non availing the supply by the consumer as per the above terms , he/it shall be liable to pay minimum charges as specified in the tariff as in force from time to time.**

3. (a) The ..... Discom agrees to provide the necessary ..... volts supply line; from the..... Discom's mains to the premises of the Consumer up to the point of supply required to supply power to the Consumer under this Agreement and the fuses, isolators or oil circuit breakers as may be necessary at the point of supply as per standard practice of the ..... Discom and the Consumer shall pay to the ..... Discom the cost of supply line and plant(s) as may be specified by the ..... Discom in accordance with the relevant Regulations notified by MPERC. Rent on metering equipment and/or any equipment installed by the ..... Discom at the Consumer's request will be charged in accordance with the regulations/orders issued by the MPERC **and amendments from time to time.**

(b) Notwithstanding that cost of the supply line and plant(s) is paid for by the Consumer, the ownership of the entire supply line and plant(s) paid for by the Consumer shall vest in the..... Discom and will be maintained by the ..... Discom at its cost.

4. The energy supplied to the Consumer by the..... Discom shall be on 3 phase, 50 cycles, alternating current system at a normal pressure of \_\_\_ volts. The frequency and pressure of the electrical energy at the point of supply to the feeders of the Consumer shall be subject to the fluctuations that are ordinary, usual and incidental to the generation and transmission of electrical energy, but such fluctuations shall not, except for reasons beyond the control of the ..... Discom, be more than 3 percent on the frequency and (i) 6 percent on the higher side or 9 percent on the lower side in the case of high voltage ; or (ii) 10 percent on the higher side or 12.5 percent on the lower side in case of extra high voltage. The Consumer agrees to ensure that all his \_\_\_volts step down transformers shall be delta connected on the high voltage side, **but any deviation resulting due to reasons beyond the control of ..... DISCOM shall not entitle the consumer to claim any damages.**

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5. (a) The Consumer shall provide and maintain at his expense a locked and weather proof enclosure of a design to be approved by the ..... Discom for purpose of housing the ..... Discom's terminal high tension switchgear and equipment.

(b) The Consumer shall further provide free of cost to the ..... Discom necessary land belonging to the Consumer and afford all reasonable facilities for bringing in not only the direct cables or overhead lines from the ..... Discom's system for servicing the Consumer, but also cables or overhead lines connecting ..... Discom's other consumers, and shall permit the ..... Discom to provide all requisite switchgear and connections thereto on the above premises and to furnish supply to such other Consumers through cables and terminals situated on the Consumer's premises provided supply to the Consumer in the opinion of the ..... Discom is not thereby unduly affected.

(c) The Consumer may with the written permission of the ..... Discom house his own H.T. Switchgear and other apparatus connected with a supply of energy to him under this Agreement and as must necessarily be placed therein; but such enclosure shall not be used for any other purpose.

(d) The representative, servants, subordinates and workmen of the ..... Discom with or without tools shall have access at all times to the said enclosure or premises and to the incoming or outgoing cables or overhead lines laid under, over or across his lands under sub-provision (b) above for purposes of inspection, testing, repairs and maintenance of its property.

6 The point of supply shall be at the outgoing terminals of the ..... Discom's CUT OUTS that shall be installed under clause 3 or inside the premises provided by the Consumer under clauses 5 of this Agreement; and supply shall be taken to the point designated.

7 (a) For the purpose of registering the electrical energy taken by the Consumer under this Agreement there shall be provided one\_\_\_ volt metering equipment (hereinafter referred to as the main meter) on the feeder of the Consumer which shall be the property of and be kept in good condition, repaired and calibrated by the ..... Discom.

(b) Where metering is done on the low voltage side of supply either on grounds of economy or on account of non-availability of high voltage metering equipment or such other reason, the quantity of electricity consumed in any month on the high voltage for billing purposes will be computed by adding 3% (three percent) extra on account of transformation losses as specified in Electricity Supply Code 2013 or in Tariff Order as in force from time to time, to the total monthly quantity as registered by the meter on the low voltage side.

8 The Consumer may at his own expense install check-meters in his feeders at his premises. Nevertheless, the quantity of electrical energy and demand as recorded by the main meter installed by the ..... Discom under clause 7 here-of shall be taken at all times (subject to the provisions of clause 14 hereof) as the quantity of electrical energy actually supplied and the demand actually made from the ..... Discom's system.

9 The meters shall be properly sealed on behalf of both parties and shall not be interfered with by either party except in the presence of a duly authorised representative of the other party.

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10. All transformers, switch-gear and other electrical equipments in the installation of the Consumer and also those directly connected to the feeders or lines of the ..... Discom shall be of suitable design and be maintained to the reasonable satisfaction of the ..... Discom. The setting of fuses and relays on the Consumer's control-gear as well as the rupturing capacity of any of his circuit breakers shall be subject to the approval of the ..... Discom. The starting current of motors shall not exceed the limits specified in the MPERC's "Electricity Supply Code 2013 as in force from time to time".

11. Save as provided herein the supply shall be available continuously except in cases of *force majeure as provided in* Electricity Supply Code 2013 as in force from time to time, *or* any cause over which the ..... Discom has no control and in any such case the ..... Discom shall not be responsible for any loss or damages for such discontinuance of the energy but shall recommence the supply as soon as it reasonably can.

12. (a) The Consumer agrees to restrict or regulate consumption of electrical energy supplied to him under this Agreement during peak hours as may be directed by the Area Engineer of the ..... Discom in writing and at any other hours if so required to do, if any power position or any other emergency in the power system warrants such a course of action.

(b) The Consumer agrees to the supply of electricity under this agreement being curtailed, staggered or cut-off altogether by the ..... Discom, if the power position or any other emergency in the power system warrants such a course of action.

13. (a) The Consumer **may** be permitted such additional supply **if available** in excess of the contract demand as may be agreed upon by the ..... Discom and the Consumer has given due notice in writing of his desire to have the contract demand altered.

(b) In the event of the ..... Discom agreeing to make such additional supply available, the Consumer shall pay such contribution towards the cost of making such additional supply available as may be intimated by the ..... Discom.

(c) If such additional supply is made available by the ..... Discom the contract demand specified in clause 1 (a) hereof shall be increased to the same extent.

(d) After completion of initial period of agreement, the consumer shall be entitled for reduction in contract demand in accordance with the provisions contained in Electricity Supply Code 2013 as in force from time to time. Such reduction in the contract demand shall not effect the consumer's liability to pay the amount of the minimum guarantee, mentioned in clause 21 (a) hereof.

14. The readings/MRI of the meter referred to in clause 7 hereof shall be taken by the authorised representative of the Consumer and the ..... Discom as specified in Electricity Supply Code 2013 as in force from time to time and the reading so taken shall be binding and conclusive between the Consumer, and the ..... Discom as to the amount of electrical energy supplied to the Consumer. In the event of the main meter or the ancillary equipment forming a part thereof being found defective the quantity of electricity supplied will be determined in accordance with the reading of the check-meter **installed by ..... DISCOM**. However if during the period when the main meter is defective and the check-meter is not installed or is found also defective, the quantity of electricity supplied shall be determined by taking the average consumption for the previous three months or otherwise as provided by MPERC in its Relevant regulations ; provided that if in opinion of the Superintending Engineer of the ..... Discom the conditions in the Consumer's

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installation during the month in question were such as to render billing on such average consumption not equitable either to the Consumer or to the ..... Discom. The electricity supplied during such period shall be determined by the Superintending Engineer and in the event of the Consumer not being satisfied with such determination he may appeal to the ..... Discom's Chief Engineer concerned whose decision in the matter shall be final.

15. The Consumer shall at all times allow the officer or servant of the ..... Discom generally or specially authorised by the Chief Engineer in this behalf to inspect the electrical equipment of the Consumer for all or any of the purposes connected with the supply of electrical energy to the Consumer under this Agreement.

16. The meters shall be recalibrated and standardised if so desired, by either party, by means of standard instruments by the ..... Discom in the presence of the Consumer or his representative; provided however that the ..... Discom may; conduct test-checks of the metering equipments at intervals of six months or such other period as specified in the Electricity Supply Code 2013 as in force from time to time.

17. The Consumer shall be entitled on application to the ..... Discom or its authorised representative in this behalf to have a special test of the meters carried out at any time and the expense of such test shall be borne by the ..... Discom or the Consumer according as the meters are found to be defective or correct as a result of such a test, such meters shall be deemed to be correct if the limits of error do not exceed those laid down in the Indian Electricity Rules, 1956, as amended from time to time.

18. For the purpose of this Agreement the maximum demand of the supply to Consumer in each month shall be equal to four times the largest amount of Kwh/kvah delivered at the point of supply of the consumer in the premises during any consecutive fifteen minutes in that month as per sliding window principle of measurement of demand.

19. The Consumer shall pay to the ..... Discom every month, charges for the electrical energy supplied to the Consumer during the preceding month at the ..... Discom's tariff applicable to the class of service and in force from time to time. A copy of the current H.T. Tariff order no. \_\_\_\_\_ dated \_\_\_\_\_ issued by MPERC as amended applicable to the Consumer is set out in the Schedule attached to this Agreement.

20. (a) The tariff is subject to the variable cost adjustment charge if any detailed therein.

(b) The incidence of the variable cost adjustment charge shall be levied in addition to any minimum charges specified under the tariff in clause 19 or any minimum of special guarantee referred to in clauses 21 hereof.

21. **Special conditions and/or charges.**

a.

b.

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22. (a) If at any time during the continuance of the agreement between the licensee and the consumer, the use of electricity is not possible fully or partially by the consumer due to force majeure conditions mentioned in Supply Code 2013, as in force from time to time, the consumer may, on giving 7 days notice in writing to the ..... Discom, about such a situation **with requisite thereof** be permitted a reduced supply of power as may be necessary and feasible. In all cases where the consumer claims Force Majeure conditions, ..... Discom's authorised representative shall verify the same. Such a facility shall be available to the consumer only if the period of reduced supply is for a minimum period of 30 days and upto a maximum of six months as specified in Supply Code 2013. The aforesaid period of reduced supply shall not be counted towards the initial period specified in the agreement and the period of agreement shall be extended for a further period equal to the period of reduced supply.

Provided nevertheless on the expiration of period of Agreement referred to in clause 27 hereof this Agreement shall continue to remain in force for a further period equal in length to the period during which the reduced supply under this clause shall have continued and provided also that the Consumer shall pay for the said reduced supply at such rate as under the ..... Discom's tariff in force for the Consumer category.

(b) The ..... Discom or the consumer shall not be liable for any claim for loss, damage or compensation whatsoever arising out of failure of supply when such failure of supply is due to, either directly or indirectly, to war, mutiny, civil commotion, riot, terrorist attack, flood, fire, strike (subject to certification by Labour Commissioner), lockout (subject to certification by Labour Commissioner), cyclone, tempest, lightning, earthquake or act of God. But in such event the Consumer shall not be liable to pay for any energy not actually supplied by the ..... Discom nor shall the Period of discontinuance be added to the said period of the Agreement.

23. The average monthly power factor of the Consumer's installation shall not be less than 90 percent. Should it, however, fall below 90 per cent or as may be specified in tariff the Consumer shall pay such additional charges as may *be* specified in the tariff. Should the average power, factor fall below 70 percent, the ..... Discom may, without prejudice to its right to recover the minimum charges under the Agreement, disconnect the Consumer's installation till the arrangements are made to raise to 90% or above. This is however, without prejudice to the levy of additional charge for low power factor in the event of supply not being disconnected. The consumer also shall have the option to ask the ..... Discom to disconnect his installation in case the average power factor of his installation falls below 70 percent and the ..... Discom shall, when so required by the Consumer disconnect his installation. Any such disconnection will not relieve the Consumer from the obligation to pay the minimum charges under the Agreement.

24. (a) The ..... Discom will as far as possible within fifteen days after the expiration of each calendar month or after the date of reading deliver to the Consumer a bill of charges stating the number of units supplied to the consumer by the ..... Discom in accordance with the reading of the said meters and the amount payable thereof according to the tariff applicable together with other charges payable by the Consumer to the ..... Discom and the Consumer shall pay the same within fifteen days from the date of issue of the bill. The fuel cost adjustment charges as applicable under the tariff will be calculated and incorporated as a part of the bill as may be fixed by the MPERC from time to time.

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(b) The amount to be billed for each month shall be either the charges enumerated in clause 24 (a) above or one-twelfth (1/12) of the guaranteed annual minimum under clauses 21 whichever is higher, subject to monthly necessary adjustment without prejudice to clause 20.

25. (a) In the event of any dispute or difference as to the correctness of any bill or bills specified under the terms hereof the Consumer shall nevertheless pay such bill or bills or a sum equivalent to average of preceding six months average bills, as specified in Supply Code,2013 within the aforesaid period of fifteen days. Any adjustment necessary due to incorrectness of such bill or bills shall be made by the ..... Discom in accordance with and within the time limit stipulated in Supply Code,2013 after the settlement of said dispute or difference.

(b) If the Consumer fails to pay any bills as provided in clause 24 he shall be liable to pay a surcharge as specified in the tariff order in force from time to time from the date of the bill if the bill is not paid within fifteen days of the date of the bill, the ..... Discom shall give the Consumer fifteen clear days' notice of intention to discontinue the supply of electrical energy and at the expiry of such period if full payment has not been made, may forthwith disconnect the supply until full payment for all dues outstanding **including surcharge** and the charges for the work of disconnection and reconnection has been made.

26. (a) The Consumer shall be required to deposit when demanded in cash and or any other form as may be specified by MPERC to the ..... Discom a sum corresponding to not less than one and half months consumption as security for purpose next hereinafter mentioned, and shall on the like requisition from time to time replenish such security in the event of the same becoming exhausted or insufficient or otherwise considered inadequate in accordance with the Security Deposit Regulations, 2009 notified by the MPERC and as amended from time to time. The ..... Discom will pay interest on the amount deposited in cash at such rate as specified by MPERC in its Security Deposit Regulations 2009 as in force from time to time. The ..... Discom shall be at liberty at any time and from time to time to appropriate and apply any security so deposited as aforesaid in or towards payment or satisfaction of all or any moneys which shall become due or owing by the Consumer to the ..... Discom in respect of supply of energy or otherwise under this agreement, but the provision in this clause contained, shall not prejudice any other remedy to which the ..... Discom may be entitled for the recovery of such moneys.

(b) If the Consumer fails within thirty days or such other period of notice as may be specified in writing in each case to comply with the terms of any notice requiring him to give any security **including additional security** or to renew or replenish any security mentioned in sub-clause (a) foregoing which may have become exhausted or insufficient, the ..... Discom may without prejudice to any other remedy to which the ..... Discom is entitled, refuse or discontinue the supply so long as such failure continues.

27. (a) This Agreement shall remain in force for a period of TWO years certain from the date of its commencement under clause 2 above. This period shall not be affected by anything stated hereinafter in this clause.

(b) After the period of **two** years mentioned in sub-clause (a) above, this Agreement shall unless terminated as hereinafter provided be deemed to continue upon the same terms and conditions from year to year provided that after the period of years stated in sub-clause (a) above the Agreement shall be terminable by either party giving at least one months' notice in writing (expiring at the end of any calendar month) before the termination of such period.

(c) Upon the expiry of such a notice, this Agreement shall terminate without prejudice to the rights which may have accrued hereunder to either party.

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28. (a) The rates and other charges set out in the Schedule referred to in clause 19 hereof and the miscellaneous charges as specified by MPERC from time to time are those in force at the time of executing/commencement of the Agreement. The consumer shall be eligible for whatever reduction in or rebate from these rates/or in charges is granted by the MPERC and will be liable for whatsoever surcharge or increases upon them as may from time to time be fixed by MPERC or be liable to pay any new rate or tariff amount which the MPERC may fix in lieu of the payment fixed under this Agreement.

(b) The Tariff set out in the Schedule does not include any tax, duty or other charges on electrical energy that may be payable in accordance with any law in force. Such charges will be payable by the Consumer in addition to tariff charges.

29. Where more than one method of charging of the electricity consumed exist in the tariffs applicable to the class of service, the consumer shall exercise his option for one of them at the time of commencement of this Agreement as defined in clause 2 (a) hereof. After the commencement of the Agreement no further option in the selection of alternative tariffs will be allowed except twice during the period the Agreement remain in force. Any automatic change in category that may be forced by such changes in tariff shall not be treated as option exercised by the consumer.

30. The Consumer shall not without the previous consent in writing of the ..... Discom assign, transfer or part with the benefit of this Agreement either wholly or partially in favour of any person.

31. In the event of the Consumer failing to comply with the terms of this Agreement or any of them then in addition to the powers conferred on the ..... Discom by the Acts, Rules and Regulations referred to in clause 36 hereof, it shall be lawful for the ..... Discom after giving due notice in writing to the Consumer to discontinue the supply of energy to the Consumer or even disconnect supply forthwith where permitted under law, rules & regulations. The ..... Discom shall however on the cessation of the act which entitled it to discontinue the supply and on payment by the Consumer the amount of charges for the electrical energy already supplied and all other moneys then payable under this Agreement together with the expenses incurred by the ..... Discom in cutting off and reconnecting the supply restore the supply with all reasonable speed. Further it is hereby expressly agreed and declared that such discontinuance of supply shall not absolve the Consumer of his liability to pay the minimum charges or the minimum guarantee whichever is greater payable under the terms of this Agreement for the unexpired period of the Agreement inclusive of the period during which supply remained disconnected as above.

32. In the event of the supply of energy being discontinued by the ..... Discom in consequence of any breach or default on the part of the consumer entitling the ..... Discom so to do under the provisions of the Acts, Rules and Regulations referred to in clause 38 hereof, the amount of charges for the electrical energy already supplied and all other moneys then payable under this Agreement shall become due and recoverable forthwith; Provided always and it is hereby expressly agreed and declared that during the period of such discontinuance the Consumer shall continue to pay the minimum charges or minimum guarantee whichever is greater, payable hereunder. The ..... Discom shall, however, on the cessation of the act which entitled it to disconnect the supply and on payment by the consumer of all charges reconnect the supply with all reasonable speed.

33. If at any time during the continuance of this Agreement the Consumer shall—

(a) being a limited Company pass a resolution for winding up or be ordered to

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be wound up by a court of competent jurisdiction and being an individual or individuals commit any act of insolvency or be adjudged insolvent.

(b) execute or create any mortgage charge, or other encumbrance on any property or asset of the Consumer so as to prejudicially affect the ..... Discom's rights and interests in electric meters, plant, apparatus and equipment at the Consumer's premise or any part thereof or any right exercisable by the ..... Discom in connection with said electric plant, apparatus and equipment; the ..... Discom shall be at liberty to terminate the Agreement by giving seven day's notice in writing to the Consumer and upon such termination the Consumer shall forthwith pay to the ..... Discom all the moneys then due and payable under this Agreement together with a further sum equal to the amount of the tariff minimum or special guarantee whichever is greater for the unexpired minimum agreement period of supply as and by way of liquidated damages.

34. This Agreement for supply of electrical energy supersedes all previous contracts for supply of energy to the premises entered into and executed by the ..... Discom and the Consumer namely:-

- i) Agreement dated .....
- ii) Agreement dated .....
- iii) Agreement dated .....

The settlement of disputes and / or liabilities for the period prior to commencement of this agreement shall be done on the basis of terms and conditions of agreements mentioned above.

35. Notwithstanding that the ..... Discom may not have taken advantage of some previous breach, defaults or event of like nature on the part of the Consumer, it shall be lawful for the ..... Discom to enforce the terms and conditions of these presents in the event of a subsequent breach, default or event of like nature.

36. (a) The Consumer shall conform to conditions of supply specified by the MPERC from time to time in its Regulations/Codes and also the provisions of the Electricity Act, 2003, and any modification or re-enactment thereof, for the time being in force **or that may be enforced from time to time** and to the Rules and Regulations framed there under for time being in force **or that may be enforced from time to time** in so far as the same respectively may be applicable. A copy of the Regulations on "Electricity Supply Code, 2013" has been supplied by the ..... Discom to the Consumer and the Consumer hereby acknowledges the receipt thereof.

(b) Nothing contained in this Agreement or any amendment thereon shall restrict any rights, obligations and discretions which the ..... Discom or the Consumer has derived under the law and also ..... Discom may derive under any legislation relating to supply and consumption of electricity enacted during the period of this Agreement.

37. (a) Any letter, order or document addressed to the Consumer shall be served by post or left at the address given in the preamble to this Agreement in the manner specified in Section 53 of the Electricity Act, 2003.

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(b) All communications to the ..... Discom shall be addressed to the Secretary of the ..... Discom at the Corporate Office of the ..... Discom or to any other office authorised or designated in this behalf.

38. Where any expression used in this Agreement is not defined in it or the Electricity Act, 2003, *Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010*, **MP Vidyut Sudhar Adhiniyam 2000** and Regulations framed thereunder or in General Clause Act, 1897, such expression shall have the meaning generally assigned to it in the Electricity Supply Industry.

39. This Agreement shall be deemed to be entered into at ..... and all disputes and claim, if any out of and in respect of this contract are to be settled at ..... or be triable only in any competent court situated at .....

IN WITNESS, WHEREOF \_\_\_\_\_ The Chief Engineer  
(\_\_\_\_\_ Region/Commercial), Madhya Pradesh ..... Kshetra Vidyut Vitaran Company Limited  
by order and direction of and on behalf of Madhya Pradesh ..... Kshetra Vidyut Vitaran  
Company limited and the Consumer  
.....  
have hereunto set their signatures and the common seals the day, month and year first written above.

Signed by the above named in the  
presence of

(1) (Name and address)-

(2) (Name and address) - Signature of Authorized Signatory of  
Madhya Pradesh .....Kshetra Vidyut Vitaran Company Limited,.....

The common seal was hereunto affixed in the presence of

(1) (Name and address) —

(2) (Name and address) — Seal of the ..... Discom

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Signed by the above named in the presence of

(1) (Name and address)—

(2) (Name and address) — Signature of authorized signatory of Consumer

The common seal was hereunto affixed in the presence of

(1) (Name and address) —

(2) (Name and address)— *(Rubber/Common Seal of the Consumer)*

*in case of limited company*

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## **SCHEDULE**

(Reference Clause 19)

Note: Relevant portions of applicable prevailing Tariff Order at the time of execution of the agreement should be treated as above schedule. The schedule and the map of premises attached with the application form by the applicant and verified by the licensee, indicating the premises and point of supply thereon, should be signed by both parties and attached with the agreement which shall form a part of the agreement.