

**ODISHA ELECTRICITY REGULATORY COMMISSION  
BIDYUT NIYAMAK BHAWAN  
PLOT NO.-4, CHUNOKOLI, SHAILASHREE VIHAR  
BHUBANESWAR - 751 021**

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**Present:      Shri U. N. Behera, Chairperson  
                  Shri A. K. Das, Member  
                  Shri S. K. Parhi, Member**

**Case No. 63/2017**

M/s. Eastern Freez Pvt. Ltd.,	.....	Petitioner
Vrs.		
E.E (Elect.), KED & another	.....	Respondents

**In the matter of:      An application under S.142 of the Electricity Act, 2003 for non-implementation of Order dated 31.05.2016 passed in C.R.Case No. OM (I)-05 of 2016 and also Order dated 22.11.2016 passed in C.R.Case No. OM(I)-104 of 2016.**

**For Petitioner:      Shri A. K. Sahani, authorized representative on behalf of M/s. Eastern Freeze Pvt. Ltd.,**

**For Respondent:      Shri B. K. Nayak, Advocate on behalf of the CESU and Shri A. Pattnaik, E.E (Elect.), KED, CESU.**

**ORDER**

**Date of hearing: 03.04.2018**

**Date of order:08.05.2018**

The present petitioner M/s. Eastern Freeze Pvt. Ltd. is an old consumer of CESU having a cold storage unit with a contract demand of 115 KW under large industry tariff category since 2002, which was subsequently enhanced to 198 KW. However, on the application filed by the consumer the CD was reduced to 87 KW and tariff category was modified to Allied Agro Industrial (AAI) category through a fresh agreement dated 15.02.2010. The said power supply was disconnected since February, 2012 due to non-payment of energy charges and has remained in the same state due to non-revision of arrear bills by CESU. Being aggrieved by the inaction of the respondent for revision of bills in accordance with the tariff orders of the Commission from time to time, the petitioner filed a complaint before the GRF, Paradeep with a prayer for revision of energy bills of his cold storage unit till February, 2012 along with a prayer for termination of agreement. The learned GRF, Paradeep directed CESU for revision of bill vide their order dated 20.11.2015. When the above order of

the GRF was not complied, the Petitioner, approached Ombudsman-I who in his order dated 31.05.2016 directed CESU to comply with the order of the GRF within one month of the order.

2. When the above order of the Ombudsman-I was not complied by the respondent, petitioner again moved the Ombudsman-I in C.R. Case No. 104/2016 for non-compliance of the order of the GRF and also the earlier order dated 31.05.2016 of the Ombudsman. Ombudsman-I disposed of the case vide its order dated 22.11.2016 with the direction to CESU to recast the energy bill by revisiting MMFC and leaving aside the DPS. Now, the Petitioner submits that the bill is yet to be revised as per the order of Ombudsman-I dated 22.11.2016.
3. The representative of the Respondent CESU stated that they have revised the meter rent and have withdrawn appropriate amount from the energy bill of the Petitioner towards MMFC and DPS as per the direction of Ld. Ombudsman. He further submitted that for non-payment of the energy charges, the power supply to the unit of the petitioner has been disconnected since February, 2012 and has remained disconnected till date. As the agreement has been executed in 2010 for a period of 5 years, the petitioner is liable to pay the demand charges as well as DPS till completion of the agreement period. Due to non-payment of outstanding dues and DPS a sum of Rs.61,47,559.55 is lying against the petitioner-consumer. The cases before the Ombudsman being in the nature of execution proceeding, the Ombudsman while directing implementation of the order passed by the GRF has no authority to pass different observations with regard to revision of energy bill. The subject matter of this case is also sub-judice before Hon'ble High Court in FAQ No. 393/2004 and WP(C) No. 9935/2008.
4. The Commission heard the matter at length. In its interim order dated 29.12.2017, the Commission directed both the parties to sit together within one week from the date of order and resolve their difference on the energy bills as per the orders of the Ombudsman and the petitioner was further directed to make payment of the undisputed amount within two weeks from such settlement. In the said meeting both the petitioner and the respondent had agreed to an undisputed arrear bill of Rs.34, 99, 703/- which is not the part of the issues raised before the Hon'ble High Court of Orissa in FAQ No. 393/2004 as well as W.P.(C). No. 9935/2008 wherein the Hon'ble Court has passed an interim stay order on the implementation of the above orders of

the Ombudsman-I. Now, the petitioner requests respondent CESU to allow payment of the above un-disputed arrear amount in installments within six months. The petitioner proposes that the first installment amount shall be Rs.10,00,000/- and rest installments shall be paid in five monthly equal installment of Rs.5,00,000/-.

5. The learned counsel appearing on behalf of the respondent has submitted that if the petitioner pays the un-disputed arrear amount of Rs.35,00,000/- in one go, the power supply to its unit will be restored. Since the petitioner has not agreed with the above, the power supply has not been effected till today.
6. Since the parties have not come to an agreement regarding payment of arrear and since the other part of the Ombudsman order is sub-judice before Hon'ble High Court, we are not inclined to interfere in this matter.
7. Accordingly, the case is disposed of.

Sd/-  
**(S.K.Parhi)**  
**Member**

Sd/-  
**(A. K. Das)**  
**Member**

Sd/-  
**(U. N. Behera)**  
**Chairperson**