

GENERAL CONDITIONS FOR SUPPLY OF ELECTRICAL ENERGY
A N D
SCALE OF MISCELLANEOUS AND GENERAL CHARGES.

UPDATED UPTO 31.03.2001
PART - I

CONDITIONS OF SUPPLY

1. TITLE:

These conditions shall be called the General Conditions for Supply of Electrical Energy by the MP State Electricity Board.

2. DEFINITIONS:

In these conditions unless the context otherwise requires:

- i) 'Act' means the Indian Electricity Act, 1910 as in force from time to time and the Rules framed there under and in force from time to time.
- ii) 'Board' means the Madhya Pradesh State Electricity Board constituted for the State of Madhya Pradesh under Section 5 of the Electricity (Supply) Act, 1948.
- iii) 'Chief Engineer' means the Chief Engineer of the Board.
- iv) 'Engineer' means a Superintending Engineer, Divisional Engineer, Assistant Engineer, Sub-Engineer, Junior Engineer, Supervisor, Section Officer and/or any other officer of the Board authorized by the Chief Engineer in this behalf.
- v) 'Consumer' means any person who is supplied with electricity by the Board and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of the Board & shall also include an intending consumer or a consumer who has been disconnected.
- vi) 'Month' means the English Calendar month. The period between the meter reading-date in a particular month and the corresponding meter reading-date of the immediately succeeding or preceding month (as the context may require) shall also be regarded as a month for purpose of billing the charges.
- vii) 'Consumer's installation' means any composite electrical unit including the electric wires, fittings, motors and apparatus erected and wired by or on behalf of the consumer on one and the same premises.
- viii) 'Bulk Supply' means the supply given to:
 - 1. another State Electricity Board or a licensee for purpose of distribution in his area of supply, or
 - 2. consumers for industrial and/or non-industrial purposes contracting for loads with not less than 50 kW or 60 kVA of maximum demand.

- ix) '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 will be rounded off to two figures, 5 or above in the third place of decimal being rounded off to the next higher place in the second.
- x) 'Date of commencement of supply' means the day immediately following the date of expiry of a period of three months from the date of receipt of intimation by an intending consumer of the availability of power or the date of actual availing of supply by such consumer, whichever is earlier.
- xi) 'Connected load' or 'installed capacity' means the sum of the rated capacities of all the energy consuming devices and apparatus installed at the consumer's premises connected to the installation including portable apparatus.
- xii) 'Maximum demand' in relation to any period, unless otherwise defined by the Board, means twice the largest number of kilowatt-hours or kilovolt Ampere-hours as the case may be, supplied to the consumer during any consecutive 30 minutes during the relevant period.
- xiii) 'Contract demand' means the maximum kW or KVA as the case may be, agreed to be supplied by the Board and contracted by the Consumer and shall be related to the maximum demand of the consumer.
- xiv) 'Low Voltage' means the voltage which does not exceed 250 volts under normal conditions subject, however, to the percentage variation allowed under the Indian Electricity Rules, 1956.
- xv) 'Medium voltage' means voltage which does not exceed 650 volts under normal conditions subject, however, to the percentage variation allowed under the Indian Electricity Rules, 1956.
- xvi) 'High voltage' means the voltage which does not exceed 33,000 volts under normal conditions subject, however, to the percentage variation allowed under the Indian Electricity Rules, 1956.
- xvii) 'Extra High Voltage' means the voltage which exceeds 33,000 volts subject, however, to the percentage variation allowed under the Indian Electricity Rules, 1956.
- xviii) 'Low Tension Consumer' means a consumer who obtains supply from the Board at low voltage or medium voltage.
- xix) 'High Tension Consumer' means a consumer who obtains supply from the Board at High or Extra High Voltage.

All other expressions used herein but not specifically defined herein or in the Act shall have the meaning assigned to them in the General Clause Act, 1897 or as is assigned in the electricity supply industry.

3. *REQUISITION FOR SUPPLY:*

(a) Requisition for a supply or an additional supply of electrical energy must be made in the prescribed form annexed hereto copies of which are obtainable at the local office of the Board.

The requisition shall be made by the owner or occupier of the premises for which supply is required and shall indicate his full name 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 will be given to the applicant at the local office of the Board.

(b) An intending consumer, who is not the owner of premises he occupies, shall, if so required by the Board, give proof of his being in lawful occupation of the premises.

(c) Where the consumer's premises has no frontage on a street and the supply line from the Board's Mains has to go upon, over or under the adjoining premises of any other person (and whether or not the adjoining premises be owned jointly by the consumer and such other person) the consumer shall arrange at his own expense for any necessary way-leave licence or sanction. The Board shall not be bound to afford supply until the way-leave or sanction is granted. 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, licence or sanction being cancelled or withdrawn, the consumer shall at his own cost arrange for any diversion of the service line or the provision of any new service line thus rendered necessary.

(d) It shall not be incumbent on the Board to ascertain the validity or adequacy of way-leave, license or sanction obtained by the consumer.

(e) A consumer requiring supply for industrial purposes shall obtain from the Local Authority or from any other competent authority as might be required under the statute, the necessary license prior to the requisitioning of supply from the Board.

4. *NOTICE BEFORE CONNECTION :*

The consumer must give not less than one month's notice before the supply or additional supply is required. In the case of supplies at High or extra High Voltage, a reasonable notice which may extend to six months or more, may be required to enable the Board to make the necessary arrangement for such supply which will be subject to its availability in the system.

5. *SERVICE LINES :*

(a) After receipt of a requisition, subject to availability of power, an Engineer of the Board will inspect the premises and fix the

point of entry of the service line and the position of the service cut-outs and meters in consultation with the consumer and/or his Licensed Electrical Contractor, prior notice of which will be sent to the consumer. The position of the service cut-out or circuit breakers and the meter shall be so fixed as to permit easy access to the employees of the Board at any time. The Board will in no case fix its apparatus, meters or any of its property in a place which entails entry by its employees into "Purda" or religious quarters.

(b) Having agreed on the position of the service as above, the Board will submit to the applicant a bill for the cost of laying the service line in accordance with condition 6 or 7 hereunder as the case may be, which amount shall be payable in advance in full before any work of laying the service line could be taken up.

(c) The consumer shall provide free of cost to the Board necessary land belonging to the consumer and afford all reasonable facilities for bringing in not only the direct cables or overhead lines from the Board's system for servicing the Consumer, but also cables or overhead lines connecting Board's other consumer; and shall permit the Board 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 Board is not thereby unduly affected.

(d) Service lines shall as far as possible, be laid by the Board in the order of the dates of receipt of payment for service line charges.

(e) The service line once laid shall not be transferred, interfered with or shifted from one place to another.

(f) If a consumer desires to have the position of the existing service line altered, the Board shall carry out the work and charge the consumer the cost of additional material used and the labour employed plus supervision charges not exceeding 15% on labour.

(g) The service line notwithstanding that a portion thereof has been paid for by the Consumer, shall be the property of the Board which shall maintain it at its cost and the Board shall also have the right to use the service line and connection for supply of energy to any other person.

6. SERVICE LINE CHARGES - LOW TENSION SUPPLY :

In the case of LT supply, the Board will provide service line from the nearest distribution mains and that the charges shall be paid for by the applicant in accordance with the Schedule of service line charges in force from time to time.

7. SERVICE LINE CHARGES - HIGH TENSION SUPPLY :

(a) In the case of HT supply, the Board will provide service line free of cost up to such maximum length thereof depending upon the quantum of load applied for as may be prescribed by the Board from time to time on the condition that annual minimum guaranteed revenue

equivalent to 18% of the total investment made by the Board in giving supply to the Consumer, shall be given by the Consumer. The Consumer shall pay for the portion of the service line in excess of the length mentioned above. The consumer will, however, have the option to bear the entire cost of the service line in which case the special guarantee would not be required.

(b) A High Tension consumer must provide and maintain at his expense a locked and weather-proof enclosure of a design to be approved by the Board for purposes of housing the Board's terminal High Tension switchgear and metering equipment. Such enclosure may also be used by the consumer for housing his own HT switchgear transformer and other apparatus with the written permission of the Board provided a fire-proof partition is provided for by him between the Board's equipments and his switchgear transformer and other apparatus but such an enclosure shall not be used for any other purposes.

The Board shall have access to the enclosure at all times without notice for purpose of inspecting, testing and maintenance of its apparatus.

8. POINT OF SUPPLY :

Unless otherwise agreed to, the point of supply shall be at the outgoing terminals of the Board's cut-outs.

9. BOARD'S SUPPLY MAINS AND APPARATUS :

(a) The Board shall provide its own meter board and cut-outs for low tension consumers and oil circuit breakers or High Tension fuses for High Tension consumers, unless otherwise agreed to and these shall remain the property of the Board and must on no account be operated, handled or removed by any one, who is not in the employ of the Board, unless authorised by the Board. Likewise the seals, nameplates and distinguishing numbers or marks of the Board affixed on the said property shall not be interfered with on any account or broken, removed or erased except by the employees of the Board duly authorised for the purpose.

(b) The Board may in the case of HT consumers grant permission in writing, on application by the consumer, permitting him to operate the Board's terminal switches, fuses or circuit breakers for purpose of isolating consumer's HT apparatus in case of emergency, provided such operation by the consumer does not affect continuity of supply to other consumers.

(c) Every consumer shall compensate the Board for any damage and cost of making good any damage caused to the mains, apparatus or instrument or any other property of the Board in the consumer's premises occasioned by reason of any act, neglect or default of the consumer, his servants or persons employed by him and in addition, shall pay such penalties prescribed or lawfully due to the Board for unauthorized interference with the Board's property or seals.

(d) The Board shall have the right to use its supply lines and apparatus provided under conditions (a) and (b) above and to lay cables under, across, over or through the consumer's premises or for fixing apparatus upon the said premises for supply to other premises in the neighbourhood.

(e) The Board is responsible for maintaining its fixture and equipments, installed at consumer's premises where from electricity is supplied to the consumer, but the Board shall not be responsible for any loss to the consumer due to damage or/and any break-down of any fixture and/or equipments of the Board for any reason whatsoever and shall not be liable for any loss due to damage therefrom to any fixture or equipments belonging to the consumer.

(f) The consumer in no case shall handle or make repairs or interfere with the fixtures and equipments of the Board, unless specially permitted in writing by the Board to do so.

10. WIRING ON CONSUMER'S PREMISE:

(a) 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 the Indian Electricity Rules, 1956, and the rules of the Fire Insurance Company in terms of which the building is insured and be carried out by a Licensed Electrical Contractor. 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 Board Contractor's completion and test report. A form for this purpose shall be supplied at the local office of the Board. It is important that the conditions named therein are fully complied with, as otherwise there will be a delay in obtaining the supply.

(b) As required by rule 45 of the Indian Electricity Rules, 1956, no electrical installation work (including additions, alterations, repairs and adjustment to existing installations) except such replacement of lamps, fans, fuses, switches and other component parts of the installations, as in no way alter the capacity or character of the installation, shall be carried out upon the premises on behalf of any consumer or owner for the purposes of supply of energy to such consumer or owner, except by an Electrical Contractor licensed by Government in this behalf and under the direct supervision of a person holding a certificate of competency issued by Government. Any person committing breach of rule 45 shall render himself liable to punishment under rule 139 of the said Rules.

(c) Provisions of Rule 32 of the Indian Electricity Rules, 1956 should be complied with in respect of consumer's installation. No cut out, link or switch other than a linked switch arranged to operate simultaneously the earthed and live conductors, shall be inserted in the conductor of the consumer's installation to be connected to the neutral conductor of the Board's system.

11. CONSUMER'S APPARATUS :

(a) Low Tension Consumers :

In the case of a low tension consumer, the consumer must in all cases provide linked quick break main switch and a main fuse on each pole other than the earthed neutral. The said switch must be erected within one meter of the Board's meter board or in such other position as shall be approved by the Board.

(b) High Tension Consumers :

In the case of High Tension consumers :-

(i) Requiring a supply of 500 kW and above suitable circuit breakers must be installed by the consumer on the supply side fitted with automatic overload protective devices so adjusted that they operate before the over load protective devices in the Board's terminal cubicle and further must be of sufficient rupturing capacity to be specified by the Board to protect the consumer's installation under short-circuit conditions.

(ii) Requiring supply of less than 500 kW, the consumer need not provide circuit breakers on the high tension side. However, the consumer shall provide on the supply side a gang operated triple pole isolating switch with high tension fuses of fast blowing characteristic which should be graded to so operate that they blow off before the overload protective devices, in the Board's terminal cubicle, operate.

In either case, suitable automatic circuit breakers of a make approved by the Board must be installed on the low tension side of the transformers or on each feeder.

In respect of condition (i) above, exemption may be granted in exceptional cases by the competent authority.

Notwithstanding the provisions under (i) & (ii) foregoing, it is necessary that the consumers should obtain prior approval of the Electrical Inspector about the suitability of protective devices or circuit breakers in accordance with the provisions of the Act.

(c) H.T. Consumers shall consult the Board in their own interest before ordering H.T. switchgear or apparatus and deciding on the layout thereof. They shall strictly comply with all directions, specifications, clearances and layout prescribed by the Board from time to time.

12. APPROVAL OF CONSUMER'S INSTALLATION :

Before any wiring or apparatus in the case of Low Tension consumers, and transformers, switchgear and other electrical equipment in the case of High Tension consumers is connected to the system, the same shall be subject to the inspection and approval of the Engineer and no connection will be made without his approval. In addition, all H.T. installations will have to be approved by the Electrical Inspector.

13. INSPECTION AND TESTING :

(a) Low Tension Consumers :

(i) Upon receipt of the test report under condition 10 (a) hereof the Board will notify to the consumer the time and day when the Board's representative proposes to inspect and test the installation. It shall then be the duty of the consumer to arrange that a representative of the Wiring Contractor technically qualified employed by him, is present at the inspection to give the Board's representative any inform-

ation required by him, concerning the installation.

(ii) No connection shall be made until the consumer's installation has been inspected and tested by the Board and found satisfactory. No charge shall be made for the first test by the Board but subsequent tests due to faults found at the initial test or failure of the contractor's representative to keep the appointment as indicated in sub-paragraph (i) hereof shall be charged for in accordance with the Scale of Miscellaneous and General charges for the time being in force. The Board does not accept responsibility with regard to the maintenance or testing of wiring on the consumer's premises.

(iii) Before taking the insulation test of the installation, wiring must be completed in every respect. All fittings such as lamps, fans, cookers, motors etc. must be connected up, fuses inserted and all switches closed before the tests are carried out. Temporary wires or fittings or dead-ends should not be included in the installation and no part of the work should be left incomplete. The insulation resistance of the entire installation to earth shall be tested from the installation side of the Board's terminals.

(iv) The Board 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 those conductors and fittings exceeding one-five thousandth part of the maximum supply demand on the consumer's premises.

(v) The insulation resistance shall be measured by applying between earth and the whole system of conductor or any section thereof with all fuses in place and all switches closed, and except in earthed concentric wiring, all lamps in position or both poles of installation otherwise electrically connected together, a D.C. voltage of not less than twice the working voltage, provided that it does not exceed 500 volts for medium voltage circuits. When the supply is derived from three-wire (AC or DC) or a poly-phase system the neutral pole of which is connected to earth either direct or through added resistance, the working voltage shall be deemed to be that which is maintained between the outer or phase conductor and the neutral. The insulation resistance in mega ohms of an installation measured, shall be not less than 50 divided by the number of points on the circuit, provided that the whole installation need not be required to have an insulation resistance greater than one mega ohm. Heating and power appliances and electric signs may, if desired, be disconnected from the circuit during the test, but in that event the insulation resistance between the case of frame-work and all live parts of each appliance shall be not less than that specified in the relevant ISI or when there is no such specification, shall be not less than half a mega ohm.

(vi) The insulation resistance shall also be measured between all conductors connected to one pole or phase conductors of the supply and all the conductor connected to the middle wire or to the neutral on the other pole of phase conductors of the supply. Such a test shall be made after removing all metallic connections between the two poles of the installation and in these circumstances, the insulation resistance between conductors or the installation shall be not less than specified in para (v) above.

(vii) In the case of re-connection of supply after a period of six

months or more the consumer shall submit a test report of the Licensed Electrical Contractor before the supply is reconnected and the provisions of sub-paragraph (i) to (vi) hereof shall apply.

(b) High Tension Consumer :

In the case of High Tension Consumers

(i) All transformers, switch-gear and other electrical equipment in the installation of the Consumer and also those directly connected to the feeders or lines of the Board shall be of suitable design and be maintained to the reasonable satisfaction of the Board. 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 Board. The starting current of motors shall not exceed the limits prescribed in clause 30 (i) hereof.

(ii) All low tension wiring and equipment will be tested in accordance with the foregoing condition.

(iii) Manufacturer's test certificate in respect of all H.T. apparatus shall be produced, if required.

(iv) In addition, the Board may test the H.T. installation by applying standard test voltage in accordance with the I.E. Rules.

(v) Testing of a high tension installation shall, however, be taken up only after the H.T. consumer obtains approval of the installation by the Electrical Inspector to Government as required under the I.E. Rules, 1956.

14. EXTENSIONS AND ALTERATIONS

Should the consumer at any time after the supply of energy has been commenced, desire to increase the number or size of lights, fans, motors, etc. on his premises or in any way to alter the position of his wiring therein, notice thereof shall be sent in writing to the Board whose representative will call and inspect the alteration and, if necessary, change the meters and fuses and alter the service lines. The consumer should where necessary may change the contract demand or connected load. A test report signed by his wiring contractor shall be submitted by the consumer and the cost of the alterations to service line shall also be borne by him. Provisions of condition 13 above shall apply to the alteration and addition made in the installation. Failure to give such notice may derange the supply system and will render the supply liable to be summarily discontinued. During such time as alterations, additions or repairs are being executed, the supply to the circuit which is being altered, added to or repaired must be entirely disconnected and it shall remain disconnected until the alterations, additions or repairs have been tested and passed by the Board.

15. RATING OF INSTALLATIONS :

(a) A motive power installation is subject to rating/re-rating by the Board at its discretion and such rating/re-rating shall be binding on the consumer.

(b) 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 Board shall determine such quantities

periodically by rating/re-rating which shall be binding on the consumer.

(c) Where a consumer applies to the Board for re-rating his installation due to additions or alternations in the installation the Board shall arrange to have this done on payment of the prescribed fee and the re-rating shall take effect from the date such additions or alternations were made or from the next meter reading date following the date of payment of the fee, whichever is later, irrespective of the date of re-rating made by the Board.

16. DEFECTS IN CONSUMER'S INSTALLATIONS :

In the event of any defects being discovered in the Consumer's wiring or apparatus connected to the system or any earth leakage on any section of consumer's circuit or apparatus, the Board shall be entitled to disconnect the supply until the defects are removed.

17. FAILURE OF SUPPLY :

(a) Should at any time the Board's service fuse or fuses fail, notice thereof should be sent to the Board's local office or if there are service stations/sub-stations, to the nearest service station. Only authorised employees possessing the identity card of the Board are permitted to replace these fuses in the Board's cutouts. Consumers are not allowed to replace these fuses and they will render themselves liable to a heavy penalty if the Board's apparatus and/or Board's seals placed to protect its apparatus are broken. The Board does not allow its employees to carry out any repairs except replacement of fuses in the consumer's installations.

(b) The Board shall take all reasonable precautions to ensure continuity of supply of electrical energy to consumer but shall not be responsible for or liable to the consumer for any loss to him or damage to his plant and equipment due to interruptions in supply of electrical energy for reasons including but not limited to war mutiny, riot, earthquake, cyclone, tempest, civil commotion, lock out, fire, flood, lightning, accident or breakdown of plant machinery and supply lines or causes beyond the control of the Board.

(c) The Board shall always be entitled for the purpose of testing or for any other purpose connected with the working of its supply system to temporarily discontinue the supply for such period as may be necessary subject to adequate advance notice being given in this behalf, with the object of causing minimum inconvenience to the consumer.

18. ACCESS TO PREMISES AND APPARATUS :

(a) The authorised employees of the Board are entitled by statute at any reasonable time and on informing the occupier of their intention to enter upon the premises of the consumer to which energy is supplied, for the purpose of inspecting and reading meters and for any other purposes connected with the apparatus belonging to the Board on the consumer's premises or for doing all things necessary or incidental to proper continuance and maintenance of supply to the

consumer.

(b) The Board shall be entitled to discontinue supply to a consumer if he fails to give to the authorised representative of the Board reasonable facilities to enter the premises for the meter reading, inspection, testing, removal of Board's supply lines, meters fittings, works and apparatus after giving the consumer 24 hours notice in writing of the intention so to discontinue the supply.

19. METERS :

(a) Installation of :- The Board shall supply a meter with other allied auxiliary equipment, if required by the consumer, to measure the electricity supplied to him for the purpose of billing, at a monthly rental as laid down in the Scale of Miscellaneous and General Charges. Having agreed to take the Board's meter on rental, the consumer shall not be entitled to have his own meter, except as a check meter during the period of agreement and the consumer shall pay the rental charges every month. Notwithstanding that a check meter is provided the electricity recorded by the meter installed by the Board shall be taken as the electricity actually supplied by the Board. If the consumer elects to have his own meter to start with and subsequently requests the Board to provide the meter, the same shall be provided by the Board with the least possible delay and thereafter the consumer shall be liable to pay the standard rental charges for the meter every month. Meter will ordinarily be installed at the point of entry to the Building, and shall be fixed and installed according to the convenience of the Board on the consumer's premises on the ground floor where it could be accessible for reading and inspection at any time or at such other suitable place as the Board's Engineer shall decide and the consumer shall run his wiring from such point of supply and also be responsible for the safety of the meter from theft or damage.

(b) Accuracy :

(i) The electricity supplied to a consumer shall be ascertained by means of a correct meter which may be hired from the Board or purchased by the consumer at the consumer's option as provided under clause 19 (a) above. In the later case, the make and type of the meter shall be subject to the approval of the Board. Further, the meter shall be tested for accuracy by the Board prior to its commissioning in the service. Where the meter is hired from the Board, the Board shall keep the meter correct. Where the meter is the property of the consumer, he shall keep the meter correct and in default of his doing so the Board may discontinue to supply energy through the meter after giving him 7 day's notice.

(ii) Once in every year the H.T. meters shall be recalibrated and standardized if so desired by either the consumer or the Board by means of standard instrument by the Board in the presence of the consumer or his representative provided however, the Board may conduct test checks of meters (H.T. as well as L.T.) at intervals of six months or such other period as the Board may consider it necessary.

(iii) Should the consumer dispute the accuracy of the Board's meter/meters, he may, upon giving notice and paying the prescribed fee, have the same tested by the Board or the Electrical Inspector of the State Government in accordance with section 26 of the Indian Electricity Act, 1910. In the event of the meter being tested and

found to be not correct the cost of testing and all reasonable expenses incidental thereto shall be met by the party to whom the meter belongs and the amount of the bill adjusted in accordance with the result of test taken with respect to the meter readings of the month under dispute, and during the previous 3 months due regard being paid to the conditions of working, occupancy etc. In the event of the test being undertaken by the Electrical Inspector and the meter being found to be not correct, the period during which the meter shall be deemed to have been not correct and the amount of energy supplied to the consumer during the period shall be decided by the Electrical Inspector.

(iv) The Consumer shall be entitled on application to the Board's Divisional Engineer of the area to have special test of the meters carried out at any time and the expense of such test shall be borne by the Board 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.

(v) The Board shall, at any reasonable time and after informing the consumer of its intention, have access to and be at liberty to inspect and test and for that purpose, if it thinks fit, take off and remove any meter to its laboratory.

(c) Reading of :

(i) Readings of meters will be taken by the employees of the Board once in each month, or at such other intervals of time as the Board shall think expedient and meter readers shall have access to the consumer's premises at all reasonable times for the purpose of such readings. The readings of each meter shall be entered by such reader in the meter card to be attached to such meter which shall be open to the inspection of the consumer. Payment for electricity supplied shall be made by consumers according to readings of meters or apparatus.

(ii) When a consumer leaves his installation connected to the Board's mains but locks up the meter or otherwise makes it inaccessible for reading by the employees of the Board, for the first month of such inaccessibility, the consumer will be charged the monthly minimum. If, in the next month, the meter is accessible for reading, the consumer will be charged for the actual consumption less the monthly minimum charged for the first month but subject to the monthly minimum. If, however, the meter remains inaccessible even for the second month, the consumer will be served with a 24 hours' notice under section 20 of the Indian Electricity Act, 1910 to open his premises for reading of the meter at a fixed time and date. If the meter is now available for reading, the actual consumption less monthly minimum recovered during the first month will be charged subject to the monthly minimum as stated above.

If the meter remains inaccessible inspite of the 24 hours' notice, the premises will be disconnected. For that month also the monthly minimum charge will be charged to the consumer. If the meter is made accessible subsequent to the disconnection for the purposes of reading and settling the accounts or for reconnection of service the consumer shall be charged for the actual consumption less the monthly minimum charged for the first month. In case, however, the bill made

out on the basis of actual consumption is less than monthly minimum charges proportional to the period for which the meter remained inaccessible the Consumer will be charged for the total minimum charges.

If the consumer applies for reconnection, fees in accordance with the Board's rules shall be recovered before reconnection.

(iii) (a) For Non-Seasonal Consumers :

Should the meter, referred to in sub-clause (a) hereof and hereinafter in this sub-clause referred to as the 'said meter' cease to function or become incorrect the electricity supplied to the consumer during the period in which the said meter ceased to function or became defective shall be determined by taking average of the electricity supplied during the preceding three months in which the said meter had not ceased to function or was not defective;

Provided that if the said meter ceased to function or became defective within the first three months of commencement or resumption of supply, the average of the electricity supplied during the three months subsequent to the replacement of the said meter by a correct meter shall be taken.

(b) For Seasonal Consumers :

(i) Should the meter of the seasonal/agriculture pump consumer cease to function or become incorrect, the electricity, supplied to the consumer during the period in which the said meter ceased to function or became defective shall be determined by taking the electricity supplied to the said consumer in the same months of the previous year.

(ii) In the case of a new connection where the meter ceased to function or became defective during the year, the electricity supplied during such period shall be determined by the Divisional Engineer and the quantity of electricity so determined shall be final and binding on the consumer.

(c) Provided further that if in the opinion of the Board's Executive Engineer for the area, the conditions in the consumer's installation during the period in question were such as to render billing on such basis as in (a) & (b) above not equitable either to the consumer or to the Board, the electricity supplied during such period shall be determined by the said Divisional Engineer and the quantity of electricity so determined shall be final and binding on the consumer.

(d) In the case of high tension consumers the Board shall normally provide the high tension metering equipment for registering the demand and electricity consumed. The Board may however, provide metering equipment on low voltage side either on the grounds of economy or on account of non-availability of high tension metering equipment or such other reason and in such cases, the quantity of electricity consumed in any month on the high tension for billing purposes will be computed by adding 3 percent extra on account of transformation losses to the quantity as registered by the meter on low voltage side during that month.

(e) Power Factor

In cases where power factor cannot be ascertained from the metering equipment installed for registering the consumption, it shall be determined periodically by the Board under normal operating conditions of the consumer by installing the necessary equipment for this purpose in the consumer's premises and the power factor so determined shall be considered to be the power factor of the consumer's installation for all purposes till such time it is again determined unless it can be established that the operating conditions have materially altered in which case the power factor shall be determined again as soon as practicable by the Board.

(f) Time Switches

The Board may install a time-switch or other apparatus at consumer's premises to regulate the hours of supply of electrical energy to the consumers. When such a time-switch or apparatus is installed the consumers shall pay to the Board a monthly rent therefor at the rate prescribed by the Board.

20. CHARGES FOR SUPPLY :

(a) The price and the methods of charging for supply of electricity shall be those as fixed by the Board from time to time.

(b) Unless otherwise specified, all high tension and low tension rates refer to one point of supply.

(c) The consumer shall pay to the Board every month at the office of the Engineer or the Regional Accounts Officer or as may be otherwise required, charges for the electrical energy supplied to the consumer during the preceding month at the tariff in force from time to time with such revisions, increasing or decreasing rates and such revised rates from the date specified shall apply to such consumer during and for the unexpired period of the agreement concluded by the consumer.

(d) The rates set out in the tariffs or schedule of rates prescribed by the Board will not include any tax, duty or other direct or indirect charges on the electrical energy that may be payable or become payable in accordance with any law in force or which may increase the cost of production. Such charges will be payable by the consumer in addition to the tariff charges.

(e) The standard tariffs are applicable only to cases where the installation is reasonably near the Board's power lines and feeders.

(f) When supply to a new consumer is commenced in the middle of a month the Demand Charges, Minimum charges and/or any other similar fixed charges shall be levied prorata for the number of days for which supply is given. The units to be charged under various blocks or slabs shall also be accordingly prorata. For the purpose of this sub-clause, the month shall be computed as 30 days.

(g) Where more than one method of charging of the electricity consumed exists in the tariffs applicable to the class of service, the Consumer shall exercise his option for one of them at the time of

execution of his Agreement. After the commencement of the agreement no further option in the selection of alternative tariffs will be allowed except once during the period the agreement remains in force.

21. SECURITY AND AGREEMENT :

(a) Before commencing the work, the Board may require any consumer to enter into a formal agreement in the form prescribed by the Board and further to deposit security for payment for energy supplied, or alternatively may require him to deposit security only. The deposit shall be accepted in the form of cash only and will be returned after the termination of the agreement.

(b) In the event of no formal agreement having been entered into between the Board and the consumer, the later after once the supply of electricity has commenced shall be bound by the terms and conditions of supply herein set-forth and the provisions of the agreement which he would have tendered if called upon so to do. The consumer shall also not refuse to tender an agreement, if so required upon by the Board at any time after the supply is commenced notwithstanding that the same was not entered into before the supply was commenced. In such an event the date of commencement of agreement shall be the date of commencement of supply to the consumer as defined in condition 2 (x) hereof.

(c) If any consumer terminates his agreement within the period of the agreement (or where no formal agreement is tendered, if the supply is discontinued within the period which would have been applicable if an agreement had been tendered) he shall be liable to pay the minimum charge/minimum guarantee for the unexpired period of the agreement.

(d) The consumer shall when so required by the Board deposit in cash or any other form as may be prescribed by the Board, a sum as provided hereunder as security:

- | | | |
|--|---|---|
| (i) Consumer availing supply at LT | - | A sum not less than the charges for three months consumption. |
| (ii) Consumers other than those availing supply at LT. | - | A sum not less than the charges for two months consumption. |

(e) The consumer shall on requisition by the Board from time to time replenish such security in the event of the same becoming exhausted or insufficient. If the consumer fails within 14 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 and to renew or replenish any security which may have become exhausted or insufficient the Board may without prejudice to any other remedy which the Board may be entitled to, refuse or discontinue the supply of electricity so long as such failure continue.

(f) The cash security deposit of Rs.100/- or more shall bear interest at a rate declared by the Board from time to time. The interest shall be worked out in the month of July every year. The interest will be calculated for full calendar month only; fraction of a month in which deposit is received or refunded, being ignored. Interest accrued on the deposit will

be credited in the bill of August each year and in subsequent months, if not adjusted completely in one month bill.

(g) No interest shall be payable on the security deposited by the prospective consumer if the connection is not taken and security is required to be refunded. However, if a prospective consumer is not issued demand notice within a year of registration of his application and he requests to withdraw his application and refund of security deposit after one year from the date of registration, his security deposit shall be refunded in full with interest as mentioned above. Interest shall not be paid on the security deposit against the temporary connection.

NOTIFICATION No.05-01/GG/385/4/485 DATED 24.01.1996

In exercise of powers conferred under section 49 of the Electricity (Supply) Act 1948, the Madhya Pradesh Electricity Board has decided that no interest shall be paid on cash security deposits taken from the consumers from here onwards (i.e. from 01.02.1996 onwards). Accordingly, provisions under clause 21 (f) and 21 (g) of Board's General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges are hereby deleted.

(h) The Board shall be at liberty at any time to apply any security so deposited towards payments or satisfaction of any money which shall become due or owing by the consumer. The Board shall also be at liberty to demand enhanced security deposit from the consumer at any time during the period of the agreement.

22. ASSIGNMENT OR TRANSFER OF AGREEMENT :

The consumer may at any time with the prior consent in writing of the Board transfer his right under the agreement for supply of electricity tendered by the consumer to any other person approved by the Board who shall execute another agreement to this effect in the form prescribed by the Board.

A. On the transfer of any premises, being made by the consumer, voluntarily or otherwise, which is supplied electricity, or on the said premises being allotted or acquired by any other person in any manner, the Board shall have the right to either discontinue the supply or not to re-commence supply, as the case may be, unless all the dues outstanding in respect of supply at the said premises prior to such transfer, allotment or acquisition, are paid by any such transferee, allottee or acquiree.

NOTIFICATION No.05-01/GG/315/VOL-XI-B/19 DATED 17.08.1995

In exercise of the powers conferred under Section 49 of the Electricity (Supply) Act, 1948, the Madhya Pradesh Electricity Board hereby includes the following provisions in Clause 22 (A) of the Board's General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges, namely :-

"If property or assets of any consumer's unit is sold by Financial Corporations constituted under the State Financial Corporation Act, 1951, for recovery of their legal

dues, no liability of the erstwhile consumer regarding electricity dues shall be recoverable from such vendee."

23. The maximum demand agreed to be supplied and taken under the agreement shall be the consumer's contract demand which shall hold good for the entire period of the agreement. However, on being satisfied that for certain compelling reasons the consumer is not or will not be in a position to consume electricity sufficient to have his maximum demand equal to his contract demand, the Board may in its discretion allow the consumer, when request in writing is received in this regard, to reduce his contract demand to such extent and from such date as the Board may decide. Such reduction in contract demand will be allowed not more than once during the period the agreement remains in force and it shall be without prejudice to consumer's liability to pay the amount of minimum guarantee, if any.

24. RESALE OF ENERGY :

The consumer shall not resale energy purchased by him from the Board to a third party except as follows :

(i) If he holds a sanction under section 28 of the Act or a license under section 3 of the Act.

AND

(ii) If he has entered into an agreement with the Board permitting resale of energy and the resale is regulated in accordance with the provisions of that agreement.

25. NOTICE OF VACATION OR TRANSFER OF PREMISES ;

(a) A domestic consumer about to vacate or sublet his premises shall give to the Board notice of not less than seven clear days in writing to that effect and arrange to settle his account. He may either ask for the disconnection of supply or may transfer the connection in the name of new owner/occupier. The Board cannot guarantee that the meter readings will be taken on the required date unless due notice and facility to record meter readings is given. Failing such notice, the consumer will be held responsible for all energy consumed on the premises and for the safety of the Board's apparatus installed for him on the premises.

(b) The provisions contained in sub-clause (a) foregoing shall apply only to domestic consumers who have not given any special annual guarantee and in so far as they are not inconsistent with the provisions of their respective agreements for power supply.

26. SERVICE OF NOTICE :

(a) Any letter, order or document addressed by the Board 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 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 Board or if there is no person in such premises to whom the same can be with reasonable diligence, be delivered or in the event of any such person refusing to receive the same, by affixing it at a conspicuous place on such premises.

(b) All communication to the Board shall be addressed to :

(i) The Secretary of the Board at the Central Office of the Board or to any other Officer authorised or designated in this behalf in case of H.T. Consumers.

(ii) The Board's Divisional Engineer of the area or his authorised representative in the case of L.T. consumers and shall be delivered by hand or served by post.

27. PAYMENT OF BILLS :

(a)(i) Bills shall be paid by the consumers at Board's local office within the period indicated below against each category, failing which the consumer shall be liable to pay surcharge for delayed payment or unpaid part of any bill as under :

Type of consumer	Period allowed for payment of bill from the date of issue.	Surcharge
1. HT connection	(i) 21 days	* 2% Per month on the * outstanding amount from the date of bill up to 30 days and @2.5% per month after period of 30 days.
* Notification vide tariff notification Nos. 5/GA/187/B1,B2,C1,C2,C3, D1,D2 and D3 all dated 30.9.92.		
2. LT connection		
(a) LT connection other than Public Street Light connection but including unmetered supply connection.	15 days	5% the total amount of the current month's bill (excluding arrears)
(b) Public Street Light Connection.	30 days	1% per month on outstanding amount from the date of bill.

(ii) In case the last date for payment of energy charges happens to be Sunday or a declared Public Holiday, payment may be made on next working day without surcharge.

(b) Any dispute or complaint with regard to the bills shall be made in writing to the local office of the Board but nevertheless the amount of such bills shall be paid, under protest, if necessary, within the specified period.

(c) If the consumer fails to pay any bill sent to him within the period allowed for payment, the Board shall give to such consumer seven 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 and the charges for the work of disconnection and reconnection has been made.

(d) Notwithstanding that a matter is subject to arbitration under the terms of agreement executed by a consumer with the Board, no payment shall be withheld by the consumer on account of any such dispute being raised and/or proposed to be referred to arbitration.

(e) A consumer must present his bill at the time of payment without which payment will not be accepted. If the consumer is unable to do so for any reason, a duplicate bill will be supplied to him within 3 days of his application in writing to that effect at the office of issue, on payment of 25 paise in case of L.T. connection and Rs. One in case of H.T. connection. For purposes of exemption from payment of surcharge for delayed payment, however, the day of actual receipt of the money in the office of the Board will be taken into account and no consumer shall be entitled to claim the exemption from surcharge for delayed payment charge or plead for any concession on account of any delay by such loss or delay in supply of duplicate bills by the local office of the Board.

(f) Consumers desirous of depositing an amount with the Board for monthly adjustment of their bills may do so after filing their intention in writing and the amount they desire to deposit. The minimum amount to be deposited should not be less than Rs.100.00 or the estimated charges for six months, whichever is higher. The Board will accept such amounts as a matter of affording convenience to the consumers but does not accept any responsibility arising out of non-communication of the balance at the credit of the consumer etc. and will not enter into correspondence on the subject with the consumers except as provided hereunder. On payment of the deposit amount, a receipt will be passed for the amount as deposit against payment of future energy bills. The monthly statement showing the credit balance at the end of the month will be sent to the party by post at the address given by him. When the balance of the deposit amount with the local office reduces to approximately Rs.10/- the consumer should pay immediately an adequate amount to bring up the total deposit to not less than the original deposit. If the consumer fails to reimburse the deposit amount within reasonable time, the facility allowed to him will be liable to be withdrawn and he will be liable to pay bills in the same manner as any other consumer.

(g) Unless otherwise agreed to, the Board shall tender bills to the consumer monthly or at such intervals, as may be prescribed and payment, which must be made at the local office of the Board, shall be on or before the due date.

Bills will normally be sent by post or by hand delivery, but the Board takes no responsibility for loss in transit. The consumers shall notify the local office of the Board if no bill is received within 21 days from the date of meter reading. Otherwise it will be deemed that the bills have reached the consumer in due time. Non-receipt of the bills, however, shall not entitle the consumer to delay payment of the bills beyond the due date. (Explanation: For the

purpose of this clause, local office shall mean the office from which the bill is issued).

(h) The Board shall be at liberty to refuse to accept payments made by cheques towards electricity and other charges and shall be free to demand payment from any consumer in cash or by demand draft on local bank.

(i) Total of the bill prepared by the Board at the tariff applicable to the consumer shall be rounded off to the nearest 5 paise; in the total 1 and/or 2 paise shall be rounded off to zero while 3 and/or 4 paise shall be rounded off to 5 paise.

NOTIFICATION No.05-01/GG/315/13 DATED 11.09.96

27A(i) CONSTITUTION OF CONSUMER'S DUES SETTLEMENT COMMITTEE:

In the event of any difference or dispute arising between the Board and the consumer in respect of any matter connected with the supply which cannot be determined by these conditions or by the terms of any agreement between the Board and the consumer and in the event of any difference or dispute arising as to the interpretation of these conditions or of the terms of any agreement between the Board and the Consumer, the matter shall be determined in accordance with the provisions of the Act. However, in cases of revenue matters, the consumer may approach the "Consumer's Dues Settlement Committees" constituted by the Board at various levels. The consumer could, therefore, approach the "Consumer's Dues Settlement Committee" at the initial stage for seeking relief to reduce burden of litigation without affecting his right of making reference to the competent court, in the event no settlement is arrived at. Its scope, constitution and financial powers are indicated below :

(ii) SCOPE OF THE SETTLEMENT COMMITTEE(S) :

(a) With the mutual consent of the parties, the Settlement Committee(s) can entertain cases, even if the matters are pending in Judicial Courts or other forums etc.

(b) Cases in which notices received from the Consumer Forums/Courts shall be first taken up suo moto by the respective Settlement Committees. In such cases the necessary fee would not be charged from the consumers. However, cases where the legal notices are received from the Advocate of the consumers, can also be taken up by the respective committee but in such cases the necessary fee will be recovered.

(c) The Chairman of the Settlement Committee is authorised to grant stay for the recovery of full or part of the disputed amount for the maximum financial limit upto which the Settlement Committee is authorised to settle the cases. The stay should be granted for one month at the first instance. The settlement committee should endeavour to settle the case within three months of registration of the case with the Committee i.e. within three months from the date of receipt of representation and payment of fee. However, if it is not possible to settle the case within one month, the period of stay already granted may be extended suitably to a maximum period of three months i.e. in further (two) spells of one month in each case.

(iii) DIVISIONAL LEVEL SETTLEMENT COMMITTEE :

The Divisional Level Settlement Committee shall consist of:-

- (a) Executive Engineer (O&M)/(City) - Chairman
- (b) Asst: Engineer (Commercial) in the O/o EE (O&M)/(City). - Member - Secretary
- (c) The AE (R)/Vigilance to be nominated by the SE of the Area. - Member

The quorum for the meeting of the Committee would be of 2 Members (required in the disposal of a particular case), including the Chairman of the Committee. However, the cases which have been made out by the Vigilance/Testing Wing, the quorum would not be treated as complete unless the representative of the Vigilance/Testing Wings as the case may be are present.

The financial limit to decide the case by this Committee is upto Rs.10,000/- in each case. The non-refundable fee for referring case to the above said settlement committee is Rs.100/-.

(iv) CIRCLE LEVEL SETTLEMENT COMMITTEE :

The Circle Level Settlement Committee shall consist of:

- (a) Suptdg. Engineer (O&M)/(City) - Chairman
- (b) Executive Engineer (Com) O/o SE (O&M)/(City) - Member Secretary
- (c) EE (O&M)/(City) - Member
- (d) Executive Engineer (Vig) of the area. - Member
- (e) Sr. A.O. of Account Unit. - Member

Minimum quorum for the meeting would be 3 members required in the disposal of a particular case including the Chairman of the Committee. However, the cases which have been made out by Vigilance/Audit/Testing Wing, the quorum would not be treated as complete unless representative of Vigilance/Audit/Testing wings, as the case may be, are present.

The financial limit to decide the cases by this Committee is upto Rs.1,00,000/- in each case. The non-refundable fee for referring the case to the above said Settlement Committee is Rs.1,000/-.

(v) REGIONAL LEVEL SETTLEMENT COMMITTEE :

The Regional Level Settlement Committee shall consist of :

- (a) Regional ED/CE - Chairman
- (b) SE O/o Regional ED/CE - Member-Secretary
- (c) SE (O&M)/(City) of the area - Member
- (d) SE (T&C) of the area. - Member
- (e) Asst:Chief (A/c) attached to the O/o Regional ED/CE. - Member

Minimum quorum for the meeting would be 3 members (required in the disposal of a particular case) including the Chairman of the Committee. However, the cases which have been made out by Vigilance/Audit/Testing Wings, the quorum would not be treated as complete unless representative of Vigilance/Audit/Testing Wings, as the case may be are present.

The financial limit to decide the cases by this Committee is upto Rs.10,00,000/- in each case. The non-refundable fee for referring the case to the above said Settlement Committee is Rs.5,000/-

(vi) Head quarter Level Settlement Committee :

The Head Quarter Level Settlement Committee shall consist of:

- (a) E.D.(O&M) - Chairman
- (b) ED/CE (Com) - Member-Secretary
- (c) ED/CE (T&C) - Member
- (d) The representative of the Regional ED/CE not below the rank of SE of the area, to be nominated by Regional ED/CE. - Member
- (f) ED/Chief (F&A) - Member

Minimum quorum for the meeting would be 3 members (required in the disposal of a particular case) including the Chairman of the Committee. However, the cases which have been made out by Vigilance/Audit/Testing wings, the quorum would not be treated as complete unless representative of Vigilance/Audit/Testing wings, as the case may be, are present.

The financial limit to decide the case by this Committee is upto Rs.20,00,000/- in each case. The non-refundable fee for referring the case to the above said Settlement Committee is Rs.7,500/-

27A (vii) Board Level Settlement Committee :

The Board level Settlement Committee shall consist of :

- (a) Chairman - Chairman
- (b) Member (T&D) - Member
- (c) Member (F) - Member
- (d) Member (G)/Member (CE) - Member
- (e) Secretary - Member Secretary

Minimum quorum for the meeting would be 3 Members including the Chairman of the Committee. Out of the Members atleast concerned Member shall be present.

Cases above Rs.20,00,000 shall be decided by this committee. The non-refundable fee for referring the case to the above said settlement committee is Rs.10,000/- in each case.

(viii) Appeals :

The lower level committee can refer any matter to higher level committee, if an important policy issue or some complex issue is involved and not facts. If no settlement could be arrived at in First Settlement Committee, the consumer at his option could file an appeal in the next higher level Settlement Committee (Second Committee) after depositing necessary fees for that Settlement Committee. If no settlement could be arrived at in the Second Settlement Committee, the consumer at his option could file Second Appeal in the next higher level settlement committee (third committee) after depositing necessary fees for that Settlement Committee but the decision of this committee would be final and no further review would be done. The Board Level Committee in matters involving some policy issue, may also directly entertain matters falling within the jurisdiction of the lower level committees.

(ix) Review :

The cases once decided by the Board Level Settlement Committee can be considered for review by the said committee on the application of the consumer but the non-refundable fee in such cases shall be four times the normal fee i.e. it would be Rs.40,000/- per

case instead of normal fees of Rs.10,000/-. Such review powers would not rest in any other lower level committee. The lower level committees may however, in appropriate cases, recommend for review of their decisions to the next higher level committee in matters of policy and not facts.

28. SYSTEM OF SUPPLY :

The Board's declared pressure of supply shall be generally as follows:

1. Low Tension Supplies :

Alternating current - 50 cycles.

- (i) Single Phase - 230 Volts between phase and neutral.
- (ii) Three Phase - 400 Volts between phases.

2. High Tension Supplies :

Alternating current 3 phase, 50 cycles 33,000 volts between phases. For large loads supply may be given at 1,32,000 volts or higher voltages according to the convenience of the Board.

29. CLASSIFICATION OF INSTALLATIONS :

A.C. System :

(a) Single Phase, 2 - wire, 230 volts:-

(i) General Supply not exceeding 15 amperes.

(ii) Motive power installations not exceeding 1 1/2 BHP in the aggregate;

(b) 3 Phase, 4 wire, 400 volts between phases and 230 volts between phase and neutral-General Supply exceeding 15 amperes.

(c) 3 Phase, 3 wire, 400 volts between phases-Motive power installations exceeding 1 1/2 B.H.P. in the aggregate.

(d) 3-phase, 3 wire 33,000 volts and above between phases-Motive power installations exceeding 50 KW of maximum demand or 100 H.P. connected load.

Note : The above classification is for the arrangement or grouping of consumer's wiring and not for determining the size of the service line.

30. GENERAL WIRING CONDITIONS :

(a) Mains : The consumer's mains shall in all cases be brought back to the Board's points of supply and sufficient cable shall be provided for connecting up with the Board's apparatus.

(b) Switches and Fuses : 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. All the consumer's switches should be on the live wire and the letter 'N' should be painted on the wooden board directly underneath the neutral conductor 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.

(c) Balancing of load : If the connected load of any installation exceeds fifteen amperes at 230 volts the installation shall be wired on the group system, separate neutral wires being brought back in each case to the Board's point of supply. An approved type of double pole linked switch with fuses shall control each main circuit. The lamps, fans or any other apparatus of which the installation consists shall be so grouped that under normal working conditions the current will be balanced and no current will flow in the neutral wire.

(d) Medium Voltage supply : All wires between which a difference of potential above 230 volts exists shall be made inaccessible to unauthorized persons or enclosed in an earthed metallic casing or conduit. A 'CAUTION' board printed in Hindi shall be affixed thereto.

(e) Overhead Mains : In order to save the expense of a long underground service on private property a consumer may, with the Board's approval, erect a pillar on that portion of his property which is nearest to the Board's supply mains into which the service shall be laid and from which the consumer shall run overhead mains to his premises. These overhead mains shall constitute a portion of his installation and shall be laid in compliance with the Indian Electricity Rules, 1956. An efficient lightning arrester may be fixed at the commencement of the overhead line at the consumer's cost, should he desire the same as an additional protection for his installation.

(f) Earthing : Gas and water pipes shall on no account be used for earthing purposes. All wiring shall be kept as far as possible away from gas and water pipes.

(g) Domestic appliances : Wall plugs used on the circuits for domestic appliances shall be of the three-pin type, the third pin connected to "earth". Two pin plugs or lighting sockets shall not be allowed.

(h) Plugs : All plugs shall be provided with switches on the live wire and not on the neutral.

(i) General Wiring Conditions :

A.C. motor installations : The motor shall be provided with control gear so that the maximum current demand of consumer's installation does not in any case exceed the limit given in the following schedule :

Nature of	Size of installation	Limit of maximum
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supply		current demand
Single Phase	Upto and including 1 1/2 BHP	6 X full load current.
Three phase	Upto and including 3 B.H.P.	6 X full load current.
	Above 3 B.H.P. and upto and including 15 B.H.P.	2 x full load current.
	Above 15 B.H.P. and upto and including 100 B.H.P.	1 1/2 X full load current.
	Above 100 B.H.P.	1 1/4 X full load current.

Failure to comply with these regulations will render the consumer liable to disconnection.

Motors of above 1 1/2 B.H.P. shall be wound for 3 phase 400 volts between phases.

Motors' circuits shall be controlled by a triple-pole switch protected by a no-volt release and T.P.fuses. It is important that the release should be maintained in thorough working order. Wiring for motors shall be run with all wires bunched in a single metallic conduit, which shall be efficiently earthed through and connected to the frame of the motor from which two separate and distinct earth wires shall be run. The minimum size of the earth wire permitted is No. 10 or 2 x 14 S.W.G. Installation of all motors shall comply in every respect with the Indian Electricity Rules, 1956.

Intending consumers are advised to consult the Board before ordering their motors as in some cases depending upon the location and conditions of working it may be practicable to relax the condition limiting the starting current.

(j) Power Factor of Apparatus :

(1) Welding Transformers :

(i) The consumer shall pay a surcharge as prescribed in the tariff in respect of LT installations with welding transformers in the connected load where no steps to improve the power factor to not less than 0.8 lagging have been taken by the consumer.

(ii) Ordinarily no new supply to LT installations with welding transformers will be given unless suitable capacitors so as to ensure Power factor of not less than 0.8 lagging are installed.

(2) Every L.T. industrial 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 at his cost across the terminals of his motor/s of the rating specified herein below:

Sl. No.	Rating of individual induction motor	KVAR rating of LT capacitors.
1.	3 BHP and above upto 5 BHP	1
2.	Above 5 BHP to 7.5 BHP	2
3.	Above 7.5 BHP to 10 BHP	3
4.	Above 10 BHP to 15 BHP	4
5.	Above 15 BHP to 20 BHP	5
6.	Above 20 BHP to 30 BHP	6
7.	Above 30 BHP to 40 BHP	7
8.	Above 40 BHP to 50 BHP	8
9.	Above 50 BHP to 100 BHP	9

(i) Ordinarily, no new supply to LT installations with induction motor/s of capacity of 3 BHP and above will be given unless suitable capacitors to improve power factor are installed.

(ii) Any LT consumer, who fails to provide LT capacitors as specified hereinbefore would be liable to pay a surcharge as specified in the LT tariff.

(iii) Levy of power factor surcharge as indicated herein, shall be without prejudice to the right of the Board to disconnect the consumer's installation till steps are taken to improve the power factor by installing suitable shunt capacitors.

(3) The Board reserves the right to discontinue supply to any installation where the average power factor is less than 70%.

31. PREJUDICIAL USE OF SUPPLY :

(a) The consumer shall not keep connected to the Board's supply system any apparatus which in the opinion of the Board is likely to interfere with or affect injuriously the Board's supply to other consumers.

(b) The consumer shall not, except to the extent herein prescribed, keep unbalanced the loading on the three phases of the supply taken by him from the Board, the maximum permissible difference in current between any two phases being five per cent.

(c) The consumer shall not make such use of the supply given to him by the Board as to act prejudicially to the Board in any manner whatsoever.

(d) If energy supplied for a specific purpose under a particular tariff is used without the Board's knowledge and/or consent for a different purpose not contemplated in the contract for supply and for which higher tariff is applicable then the electricity consumption bills already rendered for the service shall be revised charging the appropriate higher tariff for the previous six months from the date of detection of misuse unless in the opinion of the Engineer there are convincing reasons for adopting a different period. The imposition of this higher rate will not relieve the consumer from any proceedings and penalties which may be imposed under law.

(e) Where any consumer is detected in the commission of any malpractice with reference to his use of electrical energy including

unauthorized alterations to installations, unauthorized extension and use of devices to commit theft of electrical energy the Board may, without prejudice to its other rights, cause the consumer's supply to be forthwith disconnected. The supply may be restored in the discretion of the Divisional Engineer of the Board if the consumer forthwith compensates the Board and pays all dues as per bill and takes such other actions as he may be directed by the Divisional Engineer of the Board to take in this connection.

(f) If at any time, the maximum demand of an H.T. consumer or of an LT consumer availing supply under L.T. two-part tariff, exceeds his contract demand or if the connected load of LT consumer other than those mentioned above exceeds the connected load mentioned in his agreement or where agreement has not been taken the connected load mentioned in the requisition form, without prior permission of the Board, the Board may forthwith discontinue the supply. Further, if any charges under the tariff applicable become payable on account of such increase the consumer shall be liable to pay supplementary charges based on such increase for such period as the Executive Engineer of the Board may decide.

NOTIFICATION No.5/GG/315/Vol.XI-B/20 DATED 03.12.99

M.P. Electricity Board is pleased to amend the Clause 31 (g) of "General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges". The following existing clause 31 (g) shall get substituted by the following Clause:-

31(g) "Where an HT or LT consumer has dishonestly abstracted, used, consumed or maliciously caused energy to be wasted, or diverted, the quantum of electrical energy thus abstracted, used, consumed, wasted or diverted shall be assessed as per procedure prescribed by the Board. The quantum of electricity so assessed in excess of that of the recorded shall be liable to be billed at 2.5 times the normal tariff applicable to that consumer. Also, the consumer shall be disconnected and remain disconnected for 15 days, subject to review by the review committee (at the head office of the Board in case of HT consumers and at the office of the concerned S.E. of the area in case of LT consumers) or until 20% of assessed demand and/or energy charges for first offence, 50% of the assessed demand and/or energy charges for second offence, and 100% of assessed demand and/or energy charges for subsequent offence is paid by the consumer, whichever is later".

NOTIFICATION No.05-01/GG/315/VOL.IX/19 DATED 12.10.2000

In view of powers conferred by Section 49 of Electricity (Supply) Act, 1948, the Board is hereby pleased to incorporate a Clause "31 (h) in its "General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges", as under:-

31. (h) A consumer, if he is detected/found to have connected or keeps connected to the Board's supply system any apparatus or adopts any electrical appliances for the purpose of splitting the phase to run his three phase appliances, when the Board's three phase supply is not made available to him, will constitute a commission of an act of mal-practice. In such an event the Board or its authorised officer may without prejudice to its other rights cause the consumer's supply to be forthwith disconnected. The supply shall be restored in the discretion of the Board or its authorised officer, if the consumer forthwith compensates the Board by

paying the compensation charges @ Rs.300/- per BHP or part thereof the connected load of the consumer's appliances, for each default."

32. DISCONTINUANCE OF SUPPLY :

The Board reserves the right to discontinue supply to a consumer on giving in writing 24 hours notice or such other reasonable notice as may be otherwise provided for under law if it has reason to believe that the consumer is contravening any of the provisions of the electricity Act, or of the general conditions for supply of electricity or committing a breach of his agreement with the Board or in the event of the consumer's bankruptcy or the execution of any assignment for the benefit of the consumer's creditors or where the consumer is a limited company, in the event of its compulsory or voluntary liquidation.

In the event of the supply being so disconnected for any reasons detailed above, all the money then payable by the consumer shall become due and recoverable forthwith and the consumer shall continue to pay the monthly minimum charges and the minimum guarantee, if any, or the minimum charges and minimum guarantee for the unexpired period of the agreement or, where there is no written agreement for the period which would have been applicable if an agreement had been executed.

33. REMOVAL OF SERVICE LINE :

If after the initial period of contract, the service line remains disconnected for a continuous period of 6 months the Board may dismantle the service line materials, meter, cutouts etc. after serving a month's notice on the consumer. After removal of the service line, the consumer will be treated as a fresh applicant for the purpose of giving supply to his premises.

34. RESERVATION OF RIGHTS :

(a) Subject to the provisions of the Indian Electricity Act 1910, the Board does not bind itself to connect up any installation, unless the guaranteed revenue is sufficient to cover the cost of distributing mains of other allied works for supply of electrical energy.

(b) The Board reserves the right at any time to end, cancel, alter or add to any of the said general conditions for supply and also scale of Miscellaneous and General Charges.

(c) Notwithstanding anything contained herein or in the agreement executed by the consumer with the Board, the supply of electricity to the consumer under the agreement is liable to be curtailed or staggered or cut off altogether during peak load hours or such other hours as may be directed by the Board or as may be ordered by the State Government under the Indian Electricity Act, 1910, or any other enactment, as amended and notified from time to time and governing the supply and use of electricity and the rules and regulations for the time being in force thereunder.

35. INTERPRETATION :

These conditions shall be read and construed as being subject in all respects to the provisions of the Indian Electricity

Act, 1910, Indian Electricity Rules, 1956 and the Electricity (Supply) Act, 1948 in force and as amended from time to time and to the provisions of any other law relating to the supply of electricity for the time being in force and nothing hereabove contained in these conditions shall abridge or prejudice the rights of the Board and the consumer under any Central Act or State Act or rules made thereunder.

PART - II

SCALE OF MISCELLANEOUS AND GENERAL CHARGES

I. SERVICE CONNECTION CHARGES :

The Schedule of charges indicated below will be applicable for all LT service connections.

NOTIFICATION No.05-01/GA/119/11 DATED 31.08.'96

The Board is pleased to review and refix the charges for the LT service connections to be recovered from the prospective consumers for single phase and three phase connections. The refixation is occasioned on account of rise in the cost of materials used in the service lines. The following revised schedule of charges will be applicable for all LT service connections for which service connection charges are paid by the consumers on or after 01.09.96.

- (i) LT Single phase connection for a length not exceeding 30 meters from the Board's distribution mains, irrespective of whether it is on public or private property :-

- | | | |
|--|---|-----------|
| (a) For General supply upto a load of 2 KW | - | Rs. 725/- |
| (b) for supply to motive power with connected load not exceeding one and half HP in the aggregate. | - | Rs. 725/- |

In addition, the consumer shall have to pay extra charges of Rs.20/- for each additional metre of service line exceeding 30 metres plus actual cost of support(s) and stay(s), with foundation of entire length of service line where required.

- (ii) LT 3 Phase connection for a length not exceeding 30 metres from the Board's distribution mains irrespective of whether it is over public or private property :-

- | | | |
|--|---|---------------------------------|
| (a) for supply to connected load not exceeding 5 KW | - | Rs.1,600/- |
| (b) for supply to connected load exceeding 5 KW but not exceeding 10 KW. | - | Rs.2,300/- |
| (c) for supply to connected load exceeding 10 KW | - | As per actual but not less than |

Rs.2,300/-

In addition, the consumer shall have to pay extra charges of Rs.40/- for each additional metre of service line exceeding 30 metres plus actual cost of support(s) and stay(s) with foundation on entire length of service line, where required.

(iii) Charges for tapping the existing connection for giving a new single phase connection, if the new service point is not beyond 6 metres from the existing meter point.

(a) LT single phase General supply - Rs. 350/-
upto a load of 2 KW.

(b) LT single phase motive power supply with connected load not - Rs. 350/-
exceeding 1 HP in aggregate.

(iv) The consumer will be required to pay an extra charge of Rs.10/- towards the cost of earthing terminal provided by the Board in each service.

2. Revised service connection charges specified above shall not be recovered from those consumers who were included in any sanctioned scheme and all of them have already deposited the service connection charges and completed all the formalities before the date of this notification or may deposit the same before 01.09.96 on the basis of sanction as per rates prescribed in the Notification No.5/GA/119/15 dated 27.03.92.

3. The consumer for whom service connection estimates were/are sanctioned prior to 1.9.96 but have not deposited the amount before 1.9.96 shall be liable to pay the service connection charges as per the revised rates specified above.

4. The Service connection charges specified in part-II (1 of Part II) of the Board's General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges shall get modified in accordance with the charges specified above with effect from 1.9.96.

Note: 20 mm GI Pipe in respect of single phase connections and 40 mm GI pipe in respect of 3 phase connections of length not exceeding five metres and the GI wire stay provided to them are not considered as supports and stays for the purpose of recovery of additional charges.

5. This supersedes the notification No.5/GA/119/15 dated 27.03.92.

BY ORDER OF THE BOARD

Sd/-
SECRETARY

NOTIFICATION No.5/GA/119/10 DATED 19.06.2000

The Board is pleased to review and refix the Miscellaneous and General Charges prescribed in Part-II of the Board's "General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges." The refixation of Miscellaneous and General Charges have been necessitated mainly on account of overall increase in prices of materials and other charges. The charges as refixed now shall be applicable with effect from 1st July, 2000.

II. 1)(a) Charges for hire of metering system
where it is the property of the Board.

I. FOR 230/440 VOLTAGE:

(1) SINGLE PHASE METER :

- i) Without miniature circuit breaker. : Rs.12.00 per meter per month.
- ii) With miniature circuit breaker. : Rs.16.00 per meter per month.

(2) POLY PHASE METER :

- i) Without miniature circuit breaker. : Rs.25.00 per meter per month
- ii) With miniature circuit breaker. : Rs.36.00 per meter per month.
- iii) LT METER WITH CTs : Rs.45.00 per meter per month.
- (iv) DEMAND OR SPECIAL TYPE METER. : Rs.184.00 per meter or 2.3% per month per rupee of cost of metering system (Comprising of meter, meter box, Cables & CT units) which ever is higher.

(3) FOR 11 KV VOLTAGE:

- (i) Electro magnetic meter : Rs.920/- per meter per month.
- (ii) Electro static meter : Rs.1540/- per meter per month.

(4) FOR 33 KV VOLTAGE :

- (i) Electro magnetic meter : Rs.1560/- per meter per month.

- (ii) Electro static meter : Rs.2040/- per meter per month.
- (5) FOR 132 KV VOLTAGE :
- (i) Electro magnetic meter : Rs.15,630/- per meter per month.
- (ii) Electro static meter : Rs.16,120/- per meter per month.
- (6) FOR 220 KV VOLTAGE :
- (i) Electro magnetic meter : Rs.32,250/- per meter per month.
- (ii) Electro static meter : Rs.32,730/- per meter per month.
- (7) FOR SPECIAL METERING : 2.3% of the cost of
(Such as summation per metering and allied
metering etc.) equipments per month.

2) Other charges :

- (a) Changing or removing : Actual cost + 15%
a meter board.
- (b) Changing of meter at : Rs. 52.00
the consumer's request.
- (c)(i) Re-sealing of cut-outs
of the Board in the : Rs. 13.00
consumer's premises, if
seal is found broken.
- (ii) Re-sealing of meters,
M.D. indicators and
instruments of the Board
in the consumer's premises
if seal is found broken.

A. For single phase connections:

- (a) L&F connections : Rs. 65.00
- (b) Power connections : Rs.112.00

B. For Three phase LT Connections :

- a) Industrial connections for
loads upto 10 BHP : Rs.214.00
- b) Industrial connections for
loads above 10 BHP : Rs.437.00
- c) Irrigation consumers for
loads upto 5 BHP : Rs. 65.00
- d) Irrigation consumers for
loads above 5 BHP : Rs.108.00

C) For all HT connections : Rs.865.00

d) Testing of Installations:-

- i) The first test of a new insta-

llation or of an extension to any existing installation, if the installation is found to be not defective and if the wiring contractor or his representative is present at the test. : NIL

ii) For the first or subsequent test of a new installation or of an extension to an existing installation is found to be defective or if the wiring contractor or his representative fails to be present. : Rs. 130.00 payable in advance for each subsequent visit for purpose of testing.

e) Replacing of cut-out fuses . : Rs.13.00 for one fuse or more than one fuse, if all replaced at the same time.

f) Replacing consumers fuses (L.T). : Rs.11.00 if undertaken alongwith (c)(i) above, otherwise Rs.13.00

g) Replacement of missing meter cards. : Rs. 7.00 per card including clerical charges.

h) Replacement of broken glass of meters etc. : Rs.24.00 per glass

i) Reconnections :-

(i) Upto 10 KW :

At cut-outs : Rs. 52.00

At over-head mains : Rs.130.00

At underground mains : Rs.391.00

(ii) Over 10 KW and upto 75 KW : Add 25% to above charges.

(iii) Over 75 KW (Special charges according to the condition of load. : Actual plus 25% subject to minimum chargeable under (i) & (ii) above.

j) Re-rating of installation when done at the request of the consumer. : Rs. 97.00 per apparatus.

Note: The HT consumers existing as on 30.06.2000 shall continue to pay the meter hire charges as per the notification No.5/GA/119/16 dated 27.03.1992.

BY ORDER OF THE BOARD

Sd/-

SECRETARY

MADHYA PRADESH STATE ELECTRICITY BOARD
FORM OF REQUISITION FOR THE SUPPLY OF ELECTRICAL ENERGY

Requisition No.

To,

The Executive Engineer,
.....Division,
M.P. State Electricity Board,
.....

Sir,

I/we.....

.....
hereby request you to supply electricity at volts, alternating current, single phase / three phase, fifty cycles for the premises hereinafter described owned/occupied by me / us. Documentary proof² regarding my /our ownership/ tenancy is enclosed.

2. I/we hereby agree to take the supply of electricity and pay for the said electricity at appropriate tariff for the time being in force and as may be amended from time to time and to pay for the service connection and other dues including the deposit of such security as may be demanded of me /us in accordance with the rules of the Board.

3. I/we also undertake to receive the supply of electricity within three months from the date of Executive Engineer or his authorized representative intimates that supply of electricity is available at my/our premises. Even if I/we fail to take supply within three months as stated above. I/ we undertake to pay to the Board the tariff minimum charges or minimum guarantee whichever is greater from the date immediately following the day on which the period of three months expires.

4. I/we further agree to tender an agreement in the form prescribed by the Board and in accordance with the rules of the Board and agree to purchase all electrical energy as I/we shall require for the purpose of mine/our own use at my/our³.....at.....⁴ for the purposes of resale in accordance with the licence for a period of years.

5. I/we wish to be charged under tariff of notification No..... dated.

6. I/we further declare that I/we have carefully read the agreement form now in force and applicable to me/us and agree to be bound by the terms contained therein. I/we have also carefully read the booklet “General Conditions for Supply of Electrical Energy and Scale of Miscellaneous and General Charges”⁵ of the Madhya Pradesh State Electricity Board and agree to be bound by the terms and conditions for supply contained therein in so far as the same are applicable to me/us.

7. Description of the premises:-

- (i) House No.
- (ii) Land Survey No.....
- (iii) Street
- (iv) Town / village
- (v) District
- (vi) Owner's Name
- (vii) Owner's address

8. Full address of the applicant:-

9. My/our requirements are as follows:-

<i>Description of equipment/ apparatus</i>	<i>Wattaage /B.H.P.</i>	<i>Number</i>	<i>Purpose</i>
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i) Light points

ii) Fans

iii) Plug points

iv) Description of other equipments/ apparatus

10. *Necessary meter / meters/ metering equipment shall be provided by me/us may be provided by the Board for which the standard rental charges will be paid by me / us in accordance with Scale of Miscellaneous and General Charges of the Board in force from time to time.*

- 11. Connected load of above installation Watt/Kilowatts/B.H.P.
- 12. The system of wiring will be
- 13. The wiring will be carried out by

His license No. is and full address is

Date

Signature of the applicant.

Notes and Explanation:-

1. The Consumer shall disclose his full identity by disclosing his name and his corporate nature i.e. whether individual, Registered Firm, Limited Company, Registered Society, Local Body i.e. Municipality, Panchayat, Corporation, Zila Parishad, Educational Institution etc. should be stated.
2. Documentary proof may be in the form of latest rent receipt or agreement or lease in force in the case of tenant and tax receipt of local body or sale deed etc. in the case of owner.
3. The description of the premises i.e. Residence, Factory, Mines, Institution, Office, Shop, Hotel / Restaurant , Hospital, Theatre, Educational Building, Workshop, Flour Mill etc. should be stated. Separate requisition is required for each purpose for which separate tariff is applicable.
4. This will be applicable only in the case of licensees or sanction holders.
5. A copy of the booklet “General Conditions for Supply of Electrical Energy and Scales of Miscellaneous and General Charges” is available at local offices of the Board on payment as prescribed by the Board.