

**Before the Appellate Tribunal for Electricity
(Appellate Jurisdiction)**

I.A. No.158 of 2007 in Appeal No.96 of 2006

Dated : December 17, 2007

**Present: Hon'ble Mr. Justice Anil Dev Singh, Chairperson
Hon'ble Mr. A.A. Khan, Technical Member**

**Vikram Cement Unit of Grasim Industries Ltd.
P.O. Khor, District Neemuch (M.P.)
Pin : 458 470.**

... Applicant (s)

Versus

- 1. M.P. Electricity Regulatory Commission
Urja Bhawan, Shivaji Nagar,
Bhopal (M.P.) Pin. 462 016.**
- 2. Madhya Pradesh Paschim Kshetra
Vidut Vitaran Company Ltd.,
GPH Compound, Polo Ground,
Indore (M.P.)**

... Respondent (s)

Counsel for the Applicant (s) : Mr. Vikrant Singh Bais & Mr. Niraj Sharma

Counsel for the Respondent (s) : Mr. Sakesh Kumar for Resp. No.1
Mr. Rohit Singh for Resp. No.2

ORDER

I.A. No.158 of 2007

By this application, the applicant seeks clarification of the Judgment dated September 28, 2006 passed by us in Appeal No.96 of 2006. The grievance of the applicant is that inspite of the Judgment rendered by us, the Superintending Engineer of the respondent DISCOM has demanded

maintenance charges from the applicant by its letter Dated December 11, 2006, in respect of the feeder line laid to the factory of the applicant before coming into operation of the Madhya Pradesh Electricity Supply Code, 2004 (for short Code). It is pointed out by the learned counsel for the applicant that as per clause 4.9 of the Code, the licensee is required to maintain the feeder line at its own cost and at the same time it has the right to use the service line for supply of energy to other consumers.

It is also pointed out by the learned counsel for the applicant that the Judgment dated September 28, 2006, holds that clause 4.9 of the Code was applicable to the instant case. Consequently, it was argued that the applicant was not liable to pay maintenance charges. On the other hand, the learned counsel for the second respondent submitted that as per the Judgment dated September 28, 2006, in the appeal filed by the claimant, the maintenance charges are to be paid by the consumers who are using the dedicated feeder line for supply of energy to them exclusively. It was contended that since the factory of the applicant was being fed electricity through a dedicated feeder, which is not being used for supply of energy to other consumers, the applicant is liable to pay the maintenance charges for the feeder line.

On analyzing clause 4.9 of the Code, it was held by us in the Judgment dated September 28, 2006 that the licensee is required to maintain the service line at its own cost. (see Para 5 of the Judgment).

From the Judgment, it is also clear that it was found that clause 5.3 of the Code, on which reliance was placed by the second respondent, could not be invoked in as much as there was no schedule of miscellaneous charges attached to the Code. The only clause which is applicable is clause 4.9 of the Code that provides that the licensee has to maintain the feeder line at its own cost. Right, however, is vested in the DISCOM to use the same service line for supplying energy to other persons.

Unfortunately, the DISCOM was not able to appreciate the real import of our Judgment. The Judgment ought to have been read in its entirety. An isolated word or line here or there is not capable of conveying the actual meaning of the Judgment. What is to be seen is the substance & essence of the Judgment. Ratio Decidendi must be culled out on reading the entire Judgment.

In *Keshav Chandra Joshi & Others Vs. Union of India & Others*, 1992 Supp (1) SCC 272, it was held by the Supreme Court that the conclusions have to be read along with the discussions and the reasons given in the body of the Judgment.

Again the Supreme Court in *Islamic Academy of Education And Another vs. State of Karnataka And Others*, (2003) 6 SCC 697, held that the conclusions must be read with the reasons assigned in support thereof in

the body of the Judgment, wherefor, it would be essential to read the other paragraphs of the Judgment.

In the body of the Judgment, we had brought out the import of clause 4.9 of the Code. We may again emphasise that it places an obligation on the licensee to maintain the service line at its own cost and at the same time it confers on the licensee right to use the same service line for supply of energy to other persons as well.

In order to allay any doubt about the interpretation of our Judgment dated September 28, 2006, we clarify that according to clause 4.9 of the Code it is the licensee who has to maintain the feeder line at its own cost and the applicant is not liable to pay the maintenance charges.

Application is disposed of accordingly.

(A.A. Khan)
Technical Member

(Anil Dev Singh)
Chairperson

Dated : December 17, 2007