

**BEFORE THE MEGHALAYA STATE ELECTRICITY REGULATORY COMMISSION  
SHILLONG**

**CASE No. 12/2018**

In the matter of Petition Seeking Removal of Difficulties and Relaxation of Provisions of the  
Meghalaya Electricity Regulatory Commission (Meghalaya Electricity Supply Code) 2012

**AND**

Meghalaya Power Distribution Corporation Limited (the Petitioner)

**Coram**

W M S Pariat, IAS (Retd.)  
Chairman

(Date of Order: 10.10.2018)

The present Petition has been filed on 28<sup>th</sup> June 2018 by the Petitioner, Byrnihat Industries Association (“BIA/Petitioner”) before this Hon’ble Commission under Regulations 12.6 and 12.7 of the Meghalaya Electricity Regulatory Commission (Meghalaya Electricity Supply Code) 2012 (“Supply Code”) and Regulation 21 read with Regulation 26 of the Meghalaya Electricity Regulatory Commission (Conduct of Business) Regulations, 2007, seeking review and amendment of the Supply Code. The Petitioner is seeking amendment/modification of provisions relating to a) mode and methodology of payment of security deposit and b) contract load of up to 12 MVA at 33KV supply voltage.

The Commission admitted the petition on 6<sup>th</sup> of July 2018 and a copy of the petition was sent to Director, MePDCL vide letter No. MSERC/MeECL/COR/2018/168, dated 6<sup>th</sup> July 2018. Due to non-submission of comments on the petition by MePDCL, the Commission had to send a reminder letter to DCA, MeECL vide letter No. MSERC/MeECL/COR/2018/241, dated 24<sup>th</sup> September 2018. MeECL responded to this and submitted their comments vide letter No. MePDCL/SE(RA)/4G/Vol-III/2018-19/25, dated 25<sup>th</sup> September 2018. A copy of MeECL comments was sent to BIA vide letter No. MSERC/BIA/2018/249, dated 26<sup>th</sup> September 2018 for further comments, if any, to be submitted to the Commission during the hearing fixed on 4<sup>th</sup> October 2018 at the Commission’s Conference Hall. BIA submitted their response to the Commission during the hearing vide letter Ref:BIA/MSERC/174B/18-19/910, dated 4<sup>th</sup> October 2018.

The Commission conducted the hearing on the 4<sup>th</sup> October 2018 at 12:00 Noon at MSERC Conference Hall, where participants of both sides were present. Byrnihat Industries Association (BIA) submitted their comments/suggestions as given below. The Commission asked the BIA to proceed with their representation. The amendments proposed by MePDCL, the views and comments of BIA thereon and the final position as accepted by the Commission are as indicated below.

Existing Clause Number as per MSERC Supply Code 2012	Proposed New / Amendments by MePDCL	Comments / Suggestion by BIA	Commission's Remark
2.2	<p>Voltage of Supply to Consumers</p> <p>400V and above <b>5 kW and upto 30 kW</b> three phase 4 wire AC</p> <p>11 kV and above including 33 kV three phase 3 wire AC: <b>Above 30 kW &amp; upto 10000 kW</b></p> <p>132 kV and above three phase 3 wire AC: <b>Above 10000 kW</b></p>	<p>Voltage of Supply to Consumers</p> <p>400V and above <b>5 kW and upto 50 kW</b> three phase 4 wire AC</p> <p>11 kV and above including 33 kV three phase 3 wire AC: <b>Above 50 kW &amp; upto 10000 kW</b></p> <p>132 kV and above three phase 3 wire AC: <b>Above 10000 kW</b></p>	<p>Voltage of Supply to Consumers</p> <p>400V and above <b>5 kW and upto 50 kW</b> three phase 4 wire AC</p> <p>11 kV and above including 33 kV three phase 3 wire AC: <b>Above 50 kW &amp; upto 10000 kW</b></p> <p>132 kV and above three phase 3 wire AC: <b>Above 10 MW</b></p>
3.2 (5)	<p>In the connected / contracted load of any new connection is projected to be more than <b>30 kW</b>,.....</p> <p><b>However if there is right to way problem for drawing of 11 or 33 kV lines, the applicant may be allowed to pay for the augmentation of the nearest DT along with the accessories including LT lines.</b></p>	<p>In the connected / contracted load of any new connection is projected to be more than <b>50 kW</b>,.....</p> <p><b>However if there is right to way problem for drawing of 11 or 33 kV lines, the applicant may be allowed to pay for the augmentation of the nearest DT along with the accessories including LT lines.</b></p>	<p>In the connected / contracted load of any new connection is projected to be more than <b>50 kW</b>,.....</p> <p><b>However if there is right to way problem for drawing of 11 or 33 kV lines, the applicant may be allowed to pay for the augmentation of the nearest DT along with the accessories including LT lines</b></p>
3.3 (11)	<p>In case of service connection to the premises where the number of applicants is more than one, and the total connected load is above 30 kW, the applicant shall provide free of cost the</p>	<p>In case of service connection to the premises where the number of applicants is more than one, and the total connected load is above <b>50 kW</b>, the applicant shall provide free of cost the</p>	<p>In case of service connection to the premises where the number of applicants is more than one, and the total connected load is above <b>50 kW</b>, the applicant shall provide free of cost the necessary land (reasonably</p>

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	necessary land (reasonably required) belonging to the applicant for installation of the transformer.	necessary land (reasonably required) belonging to the applicant for installation of the transformer.	required) belonging to the applicant for installation of the transformer.
3.6 (G) (40)	After the receipt of application for supply of electrical energy at H.T in the prescribed form, the licensee shall intimate the consumer in writing..... The difference of cost of the last span on account of laying of 'Underground Cable' or 'Airtel Bunched Cable' with respect to overhead bare conductor shall be borne by the consumer.	OK.	After the receipt of application for supply of electrical energy at H.T in the prescribed form, the licensee shall intimate the consumer in writing..... The difference of cost of the last span on account of laying of 'Underground Cable' or 'Airtel Bunched Cable' with respect to overhead bare conductor shall be borne by the consumer.
4.2 (10)	Power factor of installation The average monthly power factor of the plant and apparatus owned and operated by the consumers at individual points of supply should be between 0.90-0.95..... Consumer shall be disconnected and compensation charge will be levied accordingly.....	OK.	Power factor of installation The average monthly power factor of the plant and apparatus owned and operated by the consumers at individual points of supply should be between 0.90-0.95..... Consumer shall be disconnected and compensation charge will be levied accordingly.....
5.1 (3)	The existing clause as mentioned below proposed to be deleted. (3) However, in the special cases, the licensee may agree to give supply at more than one point in the installation of the consumer / applicant having regard to the physical layout..... Taken as parameters for billing under the relevant tariff schedule.	Further clarification and justification required before removal of the existing clause.	The existing clause shall remain and will not be deleted.
6.10 (1)	The licensee may take a	BIA has proposed to calculate	The licensee may take a security

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	<p>security deposit from the consumers for consumption equivalent to the estimated consumption for a specific period as indicated in the table below or as otherwise provided in Terms and Conditions of Supply in force.</p> <p><b>HT Supply – 2 months average consumption to be estimated / considered.</b></p> <p><b>EHT Supply – 2 months average consumption to be estimated / considered.</b></p>	<p>the security deposit based on the estimated average monthly consumption for <b>ONE month</b>.</p> <p>Also a separate '<b>paying factor</b>' of 0.30 should be introduced to encourage the industries in line with the Supply Code Regulation of Tripura.</p>	<p>deposit from the consumers for consumption equivalent to the estimated consumption for a specific period or as otherwise provided in Terms and Conditions of Supply in force.</p> <p><b>HT Supply – 2 months average consumption to be estimated / considered.</b></p> <p><b>EHT Supply – 2 months average consumption to be estimated / considered.</b></p>
6.10 (3)	<p>The amount of Security Deposit obtained from the consumer may be reviewed by the licensee annually on the basis of the consumption during the previous 12 months for LT consumers and half yearly on the basis of the consumption during the previous six months for HT/EHT consumers and the consumer shall be required to pay additional security deposit. The licensee shall serve a notice on the consumer to pay the additional security deposit within one month of the issue of the notice.</p>	<p>The amount of Security Deposit obtained from the consumer may be reviewed by the licensee annually on the basis of the consumption <b>during the previous 12 months for LT, HT/EHT consumers</b> and the consumer shall be required to pay additional security deposit <b>or shall get refund of excess security deposit</b>. The licensee shall serve a notice on the consumer to pay the additional security deposit within one month of the issue of the notice <b>or shall refund the excess security to the consumer within one month</b>.</p>	<p>The amount of Security Deposit obtained from the consumer may be reviewed by the licensee annually on the basis of the consumption <b>during the previous 12 months for LT, HT/EHT consumers</b> and the consumer shall be required to pay additional security deposit <b>or shall get refund of excess security deposit</b>. The licensee shall serve a notice on the consumer to pay the additional security deposit within one month of the issue of the notice <b>or shall refund the excess security to the consumer within one month</b>.</p>
7.2 (a)	<p>For all domestic and other LT loads upto 30 kW loads in Urban and Rural areas – Static single phase / three phase meters.</p>	<p>For all domestic and other LT loads upto <b>50 kW</b> loads in Urban and Rural areas – Static single phase / three phase meters.</p>	<p>For all domestic and other LT loads upto <b>50 kW</b> loads in Urban and Rural areas – Static single phase / three phase meters.</p>
8.1 (13)	<p>When supply to a consumer is commenced in the middle of a month or date of revision of</p>	<p>OK</p>	<p>When supply to a consumer is commenced in the middle of a month or date of revision of</p>

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	tariff and meter reading does not happens at the same time..... For the purpose of the sub clause, the month shall be computed as 30 days.		tariff and meter reading does not happens at the same time..... For the purpose of the sub clause, the month shall be computed as 30 days.
9.1 (1)	All electricity bills are due and payable within 15 days from the date of billing. If the amount of bill, inclusive of total arrears, if any is not paid in full within the due date, a delayed payment <b>charge of 1.0% on the gross amount</b> but exclusive of Government Electricity Duty and accumulated surcharge will be levied for each days or part thereof.	All electricity bills are due and payable within 15 days from the date of billing. If the amount of bill, inclusive of total arrears, if any is not paid in full within the due date, a delayed payment <b>charge of 1.0% on the balance amount</b> but exclusive of Government Electricity Duty and accumulated surcharge will be levied for each days or part thereof	All electricity bills are due and payable within 15 days from the date of billing. If the amount of bill, inclusive of total arrears, if any is not paid in full within the due date, a delayed payment <b>charge of 1.0% on the unpaid amount</b> but exclusive of Government Electricity Duty and accumulated surcharge will be levied for each 30 days or part thereof
Nil	New / sub clause to be added after clause 6.6 for Temporary Disconnection. The consumer is to apply for temporary disconnection in case of No Occupancy & Renovation..... ..... No charges will be levied during the period under temporary disconnection.	Ok	New / sub clause to be added after clause 6.6 for Temporary Disconnection. The consumer is to apply for temporary disconnection in case of No Occupancy & Renovation..... ..... No charges will be levied during the period under temporary disconnection.
7.2 (b)	For LT (connected load >30 kW) / HT/EHT consumers – Static, 3 Phase Tri-Vector Meters with MDI.	For LT (connected load > <b>50 kW</b> ) / HT/EHT consumers – Static, 3 Phase Tri-Vector Meters with MDI.	For LT (connected load > <b>50 kW</b> ) / HT/EHT consumers – Static, 3 Phase Tri-Vector Meters with MDI.
9.1 (11)	The licensee shall take payment either by cheque or cash or by bank draft on local bank or online.	The licensee shall take payment of <b>monthly energy bills</b> either by cheque or cash or by bank draft on local bank or online.	The licensee shall take payment either by cheque or cash or by bank draft on local bank or online.
Annexure-	For this application “consumer	For this application “consumer	For this application “consumer

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2 Note A	body' means a Government. Public or Private Body requiring bulk supply of electricity of high tension above 30 kW and upto <b>10000 MW</b> or extra high tension of 10000 KW and above,.....	body' means a Government. Public or Private Body requiring bulk supply of electricity of high tension above <b>50 kW and upto 10000 kW or extra high tension of 10000 kW and above,.....</b>	body' means a Government. Public or Private Body requiring bulk supply of electricity of high tension above <b>50 kW and upto 10000 kW or extra high tension of 10000 kW and above,.....</b>
Nil	Annexure 24 proposed for Temporary Disconnection.	OK	Annexure 24 proposed for Temporary Disconnection.

During the course of hearing, BIA proposed additional comments on the code and requested the Commission for consideration. The additional comments are given below.

Item	Modification / New Clause proposed by BIA	Commission's Remark
New Clause after 6.10 (8): Applicability of the Security Deposit.	Amendment of Supply Code Regulation for 'Security Deposit' will be applicable for the 'New Consumer' or for any Addition / Augmentation of contract demand by the Existing Consumers'.	Amendment of Supply Code Regulation for 'Security Deposit' will be applicable for the 'New Consumer' or for any Addition / Augmentation of contract demand by the Existing Consumers'.
Clause No. 7.5 – Defective Meters.	One separate category of ' <b>Industrial EHT consumer</b> ' need to introduced in the table specified in 7.5 (3) for the Load Factor of different category of consumers during calculation of assessment of energy where defective and stopped and where average consumption cannot be computed.	New category ' <b>Industrial EHT consumer</b> ' to be created under this clause.
'Load Factor' for Calculation of Security Deposit	'Load Factor' for calculation of 'Security Deposit' should be referred with the <b>table specified in the existing regulation 7.5 (3).</b>	For ' <b>Industrial EHT consumer</b> ' Load Factor is 0.375
New Clause after 6.10 (9)	<b>Mode of payment of Security Deposit:</b> The amount payable towards security shall be in the form of following methods:  a) Through 'Bank Guarantee' (BG) from a bank / lending institutions in favour of licensee	<b>Mode of payment of Security Deposit:</b> The amount payable towards security shall be in the form of following methods:  a) Through 'Bank Guarantee' (BG) from a bank / lending institutions in favour of licensee

Item	Modification / New Clause proposed by BIA	Commission's Remark
	<p>b) Through "Fixed Deposit (FD)" lien with automatic renewal in favour of licensee</p> <p>c) Through Cash or Demand Draft (DD) drawn in favour of licensee.</p> <p><u>Definition of 'Bank Guarantee':</u> A bank guarantee is a promise from a bank or other lending institution that if a particular borrower defaults on a loan, the bank will cover the loss.</p> <p><u>Definition of 'Fixed Deposit Lien':</u> Lien is a type of charge created by banks over its own fixed deposits when a loan/advance is granted keeping the fixed deposit as security in the bank. Lien gives bank automatic claim over the deposit. The deposit has to be under banker's possession for the time the deposit has been on lien.</p>	<p>b) Through "Fixed Deposit (FD)" lien with automatic renewal in favour of licensee</p> <p>c) Through Cash or Demand Draft (DD) drawn in favour of licensee.</p> <p><u>Definition of 'Bank Guarantee':</u> A bank guarantee is a promise from a bank or other lending institution that if a particular borrower defaults on a loan, the bank will cover the loss.</p> <p><u>Definition of 'Fixed Deposit Lien':</u> Lien is a type of charge created by banks over its own fixed deposits when a loan/advance is granted keeping the fixed deposit as security in the bank. Lien gives bank automatic claim over the deposit. The deposit has to be under banker's possession for the time the deposit has been on lien.</p>

Necessary action will be taken by the Commission for incorporating the necessary amendment to the Electricity Supply Code accordingly.

Sd/-  
W M S Pariat, IAS (Retd.)  
Chairman.