

**WEST BENGAL ELECTRICITY REGULATORY
COMMISSION**

Petition No: OA-337/20-21

Date of Order: 27.11.2020

Coram:

**Shri Sutirtha Bhattacharya, Chairperson
Shri Durgadas Goswami, Member
Shri Pulak Kumar Tewari, Member**

In the matter of

Application by Damodar Valley Power Consumers' Association (DVPCA), seeking direction for withdrawal of electricity bills on demand charge (fixed charge) raised by Damodar Valley Corporation (DVC) on the members of the petitioner's Association during the lockdown period due to COVID-19 pandemic.

And

**In the matter of
Damodar Valley Power Consumers' Association
Ideal Centre, 4th Floor
9 AJC Bose Road
Kolkata 700 017**

..... **Petitioner**

Damodar Valley Corporation

**DVC Towers
VIP Road
Kolkata 700 054**

..... **Respondent**



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CASE IN BRIEF

Damodar Valley Power Consumers' Association (for short DVPCA) has filed petition on 12th June, 2020 pursuant to the leave granted by the Hon'ble High Court at Calcutta in Writ Petition No. 5408(W) of 2020 praying before the Commission to direct Damodar Valley Corporation (DVC) for withdrawal of electricity bills on demand charge (fixed charge) raised by DVC on the members of the petitioner's association during the lock down period owing to Covid 19 pandemic. According to DVPCA, the bills for demand charge (fixed charge) should be raised by the DVC on its members based on the actual consumption of electricity and not on the basis of minimum contractual demand.

Upon receipt of the petition, notice vide no. WBERC/OA-337/20-21/5747-5748 dated 16th June, 2020, was issued upon the parties in dispute convening **on-line** hearing on 22nd June, 2020 at 15.00 hours at the office of the Commission. The on-line hearing was held on 22nd June, 2020, as scheduled. Subsequently, several e-hearings were held on 30th July, 2020, 14th June, 2020 and 16th September, 2020 where the representatives from both DVC and DVPCA were present.

During the last e-hearing on 16th September, 2020, both the parties were given liberty by the Commission to submit their respective written arguments within 10 days from the date of receipt of the order, upon receipt of which the Commission shall issue the final order.

The parties viz. DVPCA vide their letter dated 2nd October, 2020 and DVC vide their letter dated 30th September, 2020 have submitted their written arguments in terms of the direction given by the Commission.

SUBMISSION DURING HEARING AND WRITTEN ARGUMENTS THEREON

- 1.0 Submission of DVPCA are as follows:
- 1.1 The contention of DVPCA is that due to COVID-19 pandemic, the Government of India issued advisory under section 69 of the Disaster Management Act, 2005, The Government of West Bengal by its order dated 22nd March, 2020 imposed lockdown in the State of West Bengal with effect from 23rd March, 2020 and the



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Government of India by its order dated 24th March, 2020 imposed the lockdown from the wee hours of 25th March, 2020. In view of lockdown, from 23rd March, 2020 till 30th April, 2020 there has been no commercial activity in any manner whatsoever which includes operation of factory or any manufacturing unit. DVPCA also submitted that clause 4 of the agreement between the respondent and each of the members of the petitioner's association collectively provides for consequence in the case of a Force Majeure situation. The Force Majeure situation provided in the contract includes a situation of restraint or regulation of the State Government or Central Government. The clause specifically provides that in the event of Force Majeure situation no party shall be liable for any claim for any loss, damage or compensation arising out of the failure to carry out the terms of the agreement and also provide that if a party claims benefit under this clause must satisfy the other party of the existence of the Force Majeure situation and shall make the best endeavor to perform its normal obligations as per the terms of the agreement as soon as possible after the cessation of such force majeure situation.

- 1.2 DVPCA further submitted that in accordance with the terms of the agreement, each member of the petitioner association as a consumer is obliged to make payment of electrical energy based on the contract demand as provided in Schedule -I of the agreement. The contract demand specified under the agreement is based on consumption pattern assessed by each consumer based on their demand in optimum working condition. The lock down resulted in complete closure of the industrial unit of the members of the petitioner's association. The consumers were unable to perform their obligation of making payment of electrical energy based on fixed contract demand, save and except few members of the petitioner who have paid under protest and who now reserve their right to seek due credit of the same. It has still not been possible to restart the industrial units in its maximum capacity for reasons attributable to the lockdown. However, after the cessation of the Force Majeure situation that is after the threat of the corona pandemic is diminished and the situation eases towards normalization, the said consumer would once again perform their contractual obligation and make payment of electrical energy based on contract demand.



- 1.3 DVPCA further submitted that the correct, legal and equitable interpretation of clause 4 of the contract for supply of electrical energy makes it abundantly clear that the said consumers have no obligation to make payment of electrical energy based on contract demand and are absolved for making payment of the same during the Force Majeure period.
- 1.4 However, what is in dispute and requires adjudication by the Commission is whether the force majeure Clause (Clause 4) in the given situation prevents the consumers from making payment of the fixed demand charge, a contractual obligation of the consumer under the Supply Agreement and whether DVC can insist on making payment of the same?
- 1.5 It is the specific contention of the Ld. counsel of the Petitioner that Clause 4 (Page 41 of the Petition) has to be suitably interpreted and applied to the given situation as depicted in the petition under consideration. The said clause applies to both parties to the contract. The said Clause takes into consideration various force majeure situations, including, restraint or regulation of the State Government, Central Government or any statutory authority. The force majeure situation takes into consideration the failure on the part of one party to carry out the terms of the agreement and the loss caused to the other party for such failure to carry out the terms of the agreement. The last sentence of the Clause takes into consideration the fact that any party who claims benefit under the Clause, is required to satisfy the other party of the existence of the force majeure situation and the party seeking the benefit, is required to perform his normal obligations as per the contract as soon as possible and after the cessation of the force majeure situation.
- 1.6 As per DVPCA's submission the Clause is unambiguous and on a literal interpretation would mean that when a force majeure situation exists and a party to the contract, in view of such situation, is unable to perform his obligation, the other party would not be in a position to recover the loss for such non-performance, if the same is due to force majeure situation. A meaningful reading of the Clause makes it abundantly clear that the said clause envisages a situation where the performance by a party is kept in abeyance or is suspended during the period when the force majeure situation would exist. The last sentence of the Clause clarifies all doubts, specifically the fact that normally the obligations of the respective parties would resume immediately upon normalcy and/or the moment



the force majeure situation ends and/or ceases. There is no room for any interpretation to Clause 4, inasmuch as, the same is unambiguous and specific. The Golden Rule of interpretation of Statues which applies to interpretation of contract, specifically provides that a plain and ordinary meaning is required to be given irrespective of the consequences.

- 1.7 Since the Clause of force majeure provides for the consequences and the remedies to a party in the event of force majeure, such clause is enforceable in law and a party is entitled to benefit thereunder. In the facts of the present case, the lockdown and the applicability of the same as force majeure situation has not been disputed. As such, the applicability of the Clause to the given situation is inevitable.
- 1.8 It is the specific case of the Petitioner Association that since the force majeure situation undisputedly existed for a specific period and the members of the Petitioner Association, being a party to the contract, as consumers, are entitled to the benefit of the force majeure situation. They are under no obligation to make payment of the minimum demand charge in terms of the agreement for the period during which lock down was in clamped owing to the force majeure clause.
- 1.9 The respondent DVC in their reply has alleged that demand charge is a part of the electricity tariff and that the consumer has the liability to pay the same. It has been further alleged that demand charge is not a claim for any loss, damage or compensation arising out of failure to carry out the terms of the agreement and, as such, the force majeure Clause has no manner of application in the given circumstances. It has been further argued that the demand charge being fixed by a tariff order, any order suspending the payment of such charge would not be permissible in law. Such contention of DVC is inconsistent to Clause 4 of the contract, inasmuch as, every consumer is entitled to seek enforcement of the force majeure clause and the consequences provided therein. The Petitioner does not seek any modification or alteration of the tariff order and, as such, the question of suspension or waiver of the fixed demand charge would amount to review of the tariff order, would be an inappropriate interpretation of the situation and the clause.



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- 1.10 The contention of the DVC that any order or waiver or suspension of demand charge during the lockdown period would interfere with the tariff order passed under the Regulation, 2011 is a deliberate attempt to misinterpret the situation and the scope of the claim of the consumers in the present petition.
- 1.11 The contention of DVC regarding force majeure is contrary to law, unsustainable and misconceived. The contention of DVC that any waiver of demand charge would create further financial burden on them is equally unsustainable in law, inasmuch as, while interpreting an applicability of a force majeure Clause, the consequences are of no relevance.
- 1.12 The issue of payment of fixed demand charges by HT consumers has been an issue in almost every State in the country. Ld. Counsel of the Petitioner has come across a Judgment delivered by Hon'ble Madras High Court in a similar situation.
- 1.13 The common grievance of the Petitioner / consumers before the Hon'ble Madras High Court was levy of demand charges by the Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) in violation of regulation 6B of the Tamil Nadu Electricity Supply Code, 2004. The Hon'ble Madras High Court considered the pandemic and the lockdown and the fact that the same amounts to a force majeure situation. Similar matters went up before the Central Electricity Regulatory Commission but since the Writ Petition was pending before the Hon'ble Madras High Court, the Central Electricity Regulatory Commission did not exercise its jurisdiction to decide the issue of payment of minimum demand charges during the lockdown period based on Regulation 68 of the Supply Code. The amended provision of Regulation 68 of the Supply Code specifically provided for a consequence in case of a force majeure situation. The said Regulation provides that in the event the Licensee is prevented from supplying electricity or if the consumer is prevented from consuming electricity either in whole or in part, the Licensee was entitled to recover from the consumer a minimum charge of 20% of the direct demand or recorded demand, whichever is higher. The Hon'ble Madras High Court gave relief to the consumers by holding that the lockdown is a force majeure and TANGEDCO was entitled to only 20% of the contracted demand, as provided under the supply code and no more. Like in the present situation some of the consumers had paid under protest and it was specifically



directed that the amount received beyond 20% of the recorded demand was required to be adjusted towards the Head 'Demand Charges'. In terms of Regulation 68 of the subject Code, it was held that the distribution licensee could only recover 20% as contemplated in the force majeure clause for the entire period when the lockdown continued and till it was lifted. The Judgment delivered by Hon'ble Madras High Court is squarely applicable to the facts of the present case.

- 1.14 The Petitioner has also come across an order passed by the Jharkhand Electricity Regulatory Commission, being dated 20th September, 2020. By the said Order the Jharkhand Electricity Regulatory Commission held that during the lockdown period there shall be waiver of demand/fixed charges for all industrial and commercial consumers of all distribution licensee of Jharkhand.
- 1.15 In view of the Judgment of the Hon'ble Madras High Court and the subsequent order of the Jharkhand Electricity Regulatory Commission, it is respectfully stated that identical and similar situation exists in the present case and the Commission should direct the Distribution Licensee to waive the demand/fixed charges during the lockdown period in respect of all members of the Petitioner Association and shall also directions be passed for refunding the amounts which have been paid by several members under protest.
- 1.16 In view of above, DVPCA prayed before the Commission that appropriate order be passed by the Commission after interpreting clause 4 of the supply agreement absolving the said consumers ~~for~~ from making payment of bills for electrical energy during the lockdown period based on minimum charge that is contract demand. Appropriate orders be also passed restraining DVC as a distribution licensee from raising and/or pursuing any claim based on contract demand/demand charge during the said Force Majeure period and raise electricity bills based on actual consumption during Force Majeure period.
- 2.0 Submission of DVC are as follows:
- 2.1 DVC submitted that the clause 4 of the contract agreement upon which DVPCA has relied upon for imposition of Force Majeure clause provides no party shall be liable for any claim for any loss, damage or compensation whatsoever arising out



of the failure to carry out the terms of this agreement or shortage of power supply to the extent that such failure or shortage is due to the Force Majeure. This implies that DVC will not charge any loss, damage or compensation to its consumers during the Force Majeure period. Moreover, the Commission in its order dated 6th May, 2020 has already given remission to this effect under delayed surcharge payment. The clause 4 has been supplemented in post 2011 agreements which is not applicable in the present case. DVC has not raised any bill on the consumers for any loss, damage or compensation whatsoever. DVPCA has 34 members in their fold out of which 16 members have requested to reduce their demand during the period of lock down and DVC has acceded to. Those members are now making payment of the bills based on the reduced contract demand. DVC has been raising bill as per the tariff determined by the Commission for the year 2016 – 2017 and according to the clause 13 of the contract agreement with the petitioner's members.

- 2.2 DVC also submitted that the revenue realized by DVC during the lock down period is much below the target revenue as per Tariff order passed by the Commission.
- 2.3 Learned Counsel representing the DVC enjoins that interpretation of clause 4 of the Power Purchase agreement is one of the issues and subject matter of adjudication. According to the applicants this clause suspends their obligation to pay fixed charges component of the Electricity bills during pandemic due to force majeure. Whereas contention of DVC based on the said clause is that it does not suspend or discharge normal obligations as per the agreement but only suspends the claim for loss, damage or compensation. Demand charge being part of tariff and not being a claim for loss, damage or compensation comes within the purview 'normal obligation' which has to be performed by the applicant. The first issue the Commission has to consider, as to which interpretation is correct.
- 2.4 While interpreting clause 4, the Hon'ble Commission would also have to look at clause 13 of the agreement, which will also cast an obligation on the consumer to perform. This clause mandates inter alia payment of demand charge based on tariff order of the Commission. This clause also indicates that demand charge is



treated separately than claim for loss, damage or compensation. This clause also requires to be interpreted by the Commission.

- 2.5 The tariff of DVC inter alia in respect of retail consumer of electricity is determined by the Hon'ble Commission based on the Annual Revenue Requirement of DVC. DVC cannot charge any amount as tariff which is not in terms of the tariff order read with the Regulation. The tariff determined by Commission has two parts i.e. demand charge and/ or fixed charge and energy charges. The applicant in reality wants review of the tariff order determined under the West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011. It is pertinent to mention that the applicant has not challenged the said Regulation or the tariff order or any portion thereof. Without a challenge to the said provisions and the tariff order, no relief as prayed for can be granted.
- 2.6 The demand charge is a part of electricity tariff and is being calculated in terms of Regulations no. 4.3.3, 4.3.5 and 4.3.6 of West Bengal Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2011. Liability to pay fixed charges / minimum demand charges of a consumer arises out of the said regulation read with clause 13 of the said agreement annexed to the petition. The fixed charge is therefore determined by a delegated legislation namely the 2011 Regulations read with the Tariff Order passed from time to time. Unless the legislation and the tariff order are challenged and held to be bad, the Commission shall not have jurisdiction to grant any relief.
- 2.7 Clause 4.3.6 of the Regulation 2011 prescribes that no demand charge shall be payable by any consumer for that period when load of the consumer is interrupted/totally shed/partially restricted because of any fault of the licensee or its system or for non-availability of power with the licensee due to lower availability of power from its own generating station and/ or its other suppliers of power or imposition of any restrictions by the licensee on drawl. of power by consumer. The said regulation also clarifies that such exemption from demand charge shall not be available if the interruption is caused by grid failure or automatic under frequency relay tripping or any force majeure event not related to licensee or due to disconnection of supply for any fault on the part of the consumer. The said regulation also prescribes a formula for calculation of



exemption. No non-levy of demand charge under this Regulation is an issue raised in the instant petition. Clause 4.3.6 of 2011 Regulation therefore has no manner of application to the facts of this case. The petitioner is not seeking any relief based on Regulation 4.3.6 of the 2011 Regulation.

- 2.8 Demand charge being a part and parcel of tariff, fixed by tariff order/ regulation is based on law. Any relief granted to the petitioner contrary to such law is a nullity and would be wholly unsustainable.
- 2.9 As stated above, the petitioner not having challenged either the 2011 Regulation or the tariff order, it is humbly submitted that this Commission would not have jurisdiction to grant any relief contrary to such order/ Regulation.
- 2.10 Force majeure is applicable only on the terms and conditions of the contract or an agreement between the parties. It does not suspend the law. In this case the contract contains a clause providing for some sort of waiver or suspension of relief in respect of any claim for loss, damage or compensation only and not on account of demand / fixed charges which is the normal obligation of the consumer. Such demand / fixed charges as claimed by DVC is not a claim on account of loss or damage or compensation. In fact, both consumption charges and demand charges are normal obligations, and as such Clause 4 of the Power Purchase Agreement has no manner of application in the facts of the case. There cannot be any relief granted to the petitioner waiving demand charges based on clause 4 of the agreement. In fact, the petitioner's association is seeking to interpret the clause in an absurd manner.
- 2.11 The function of the Commission is, inter alia, as follows:
- i) Delegated Legislative function;
 - ii) It also has certain administrative function in so far as fixation of tariff is concerned;
 - iii) Adjudication upon the disputes between the licensees, and generating companies and to refer any dispute for arbitration.



2.12 Under section 45 of the Electricity Act, 2003 the Commission is, inter alia, empowered to fix the charges for electricity supplied by a Distribution licensee:

- i) In accordance with the methods and the principles as may be specified by the concerned State Commission.
- ii) Published in such manner so as to give adequate publicity for the charges and prices.
- iii) It also mandates that the charges for electricity supplied by a distribution licensee may include a fixed charge in addition to the charge for the actual electricity supply.
- iv) A rent or other charge in respect of any electric meter or electrical plant provided by the distribution licensee.
- v) The charges to be claimed by the distribution licensee shall be in accordance with the provisions of the Act and the regulations made in this behalf by the concerned State Commission.

2.13 The aforesaid statutory provision clearly authorizes the Commission inter alia to impose fixed charges and also to fix in accordance with the methods and principles by which such fixed charges shall be levied. When the Regulatory Commission exercised its power to frame the Regulation of 2011 prescribing fixed charge, it exercised its delegated legislative power to do so and the power to fix tariff as contained in the tariff order is also exercised by the Commission based on such regulation.

2.14 The issue therefore is that when the relief is not covered by clause 4 of the agreement, without challenging the Regulation and without challenging the tariff order whether the petitioner can seek relief as prayed for, inter alia for withdrawal of electricity bills based on demand charge.



- 2.15 It is the contention of the DVC that this is simply not permissible as neither the regulation nor the tariff order permits the same. The Commission is exercising an adjudicatory jurisdiction based on a direction of the Hon'ble High Court. Power under adjudicatory jurisdiction has to be exercised in consonance with the existing law and not contrary thereto. Since the law does not permit granting of such remission it is submitted that the Commission should self-restrain itself from exercising any such jurisdiction.
- 2.16 Looking from another angle even if it is taken for the sake of argument that the Commission can grant such relief, it is submitted that in such event the Commission would commit grave injustice to DVC. In such event the net effect would be that DVC would have to pay or bear the demand charges of the consumers which is not only inequitable but is an absurd proposition. The DVC cannot be made to pay for the consumption of electricity of the consumers.
- 2.17 As regards infusion of fund by the Central Government, it is submitted with respect that the Commission may consider the stand of DVC as contained in the affidavit in opposition in paragraph 2.22 to paragraph 2.32 read with pages 54 to 62 thereof. It is the contention of the DVC that Central Government has not provided any subsidy to DVC for the purpose of waiver demand charges of the consumer. The contention of the Counsel of the petitioner that Central Government has infused Rs. 90,000 crores in the power sector and the benefit of the same should be passed onto the consumer is not supported by pleadings, but based on only oral assertion at the stage of hearing.



2.18 DVC does not intend to obtain loan with interest liability for this purpose. It is the business proposition of DVC and the petitioner cannot force DVC nor the Commission can direct DVC to obtain loan and waive demand charges to the consumer. This case in any event has not been made out in the pleadings. The said direction if given will tantamount to giving a direction by the Commission without jurisdiction. The petitioner cannot force DVC to obtain loan to waive the demand charges on account of the consumers and incur liability for them. This will lead to inequity in every form.

2.19 It is submitted with respect that DVC is already facing huge financial burden. If the prayers in any form is allowed, it will increase the financial burden of DVC pushing it to become a financially instable corporation. Consequently, the burden will have to be passed on to the consumers ultimately.

2.20 The summary of the contention of DVC is as follows:

- a) Clause 4 of the agreement applies to claim for loss, damage, or compensation and not to normal obligations;
- b) Demand charge is not a claim on account of loss/ damage/ compensation;
- c) It is a part of electricity tariff;
- d) Liability to pay the demand charge arises in terms of clause 13 of the agreement, which clearly distinguishes between loss damage and compensation and demand charges;
- e) Tariff Order 2016 - 2017 explains where demand charge shall be applicable;
- f) The Commission has no power to waive the demand charges which is purely based on law.

2.21 The petitioner is not entitled to any relief because –

- a) Clause 4 of the agreement does not apply to the situation;
- b) 2011 Regulation or tariff order 2016 -2017 is not under challenge. The electricity bills are raised strictly in terms thereof;



- c) Waiver of demand charge if allowed would be –
- i) Contrary to law;
 - ii) Entail review of the tariff order;
 - iii) Leave deficit in ARR (monthly fixed cost).
- d) Commission has no jurisdiction or authority to grant relief contrary to law;
- e) Electricity bills will have to be raised as per law and strictly in accordance with the direction given by the Commission. The prayers of the petitioner if allowed would lead to miscarriage of justice.

2.22 DVC commented on the judgements relied upon by the petitioner during the hearings as follows:

a) (2017) 14 SCC 80 (Energy Watchdog Vs CERC):

- This judgment is distinguishable on facts of the instant case that the contract clause 4 do not apply to "normal obligation".
- In paragraph 42 of the judgment the Hon'ble Supreme Court held that doctrine of frustration do not apply as the fundamental basis of power purchase agreement remains unaltered.
- In the instant case if the interpretation given by DVC of the contractual clause is accepted, question of applicability of the doctrine do not and cannot arise.
- where fixation of a price is a subordinate / delegated legislative act, the scope of judicial review is very limited.

b) (2009) 5 SCC 641 (Paragraphs 29-32):

- It can be interfered with only on the ground of violation of Article 14. This case has not been made out.



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- 2.23 With the above submission DVC prayed before the Commission to dismiss the petition with cost.

OBSERVATIONS OF THE COMMISSION

- 3.0 The Commission observes from the submissions and the written arguments of the parties involved and after going through the documents submitted that the applicability of clause 4 of the Agreement between the DVPCA members and DVC upon which the petitioner has relied upon for waiver of Demand Charge during lock down period has no merit in the instant case. Obligation to pay demand charge to DVC by the consumers as part of tariff is governed under clause 13 of the agreement. The petitioner's contention that non-payment of Demand charge by a consumer or class of consumers during pandemic situation is a loss to DVC and for that reason clause 4 of the agreement which is a force- majeure clause is applicable has no merit.

The decisions being banked upon by the learned counsel of the petitioner namely Energy Watch Dog V CERC (2017) 14 SCC 80 and (2009) 5 SCC 641 have no manner of application in the case in hand because cases dealt with in the said decisions are distinguishable on fact and in law. This commission is constrained to hold that the earlier decision disfavors the case of the petitioner. It has been held by the Hon'ble Apex Court in the said decision in para 38 that

“38. Similarly, in *Naihati Jute Mills Ltd. Hyaliram Jagannath*, 1968(1) SCR 821, this Court went into the English law on frustration in some detail, and then cited the celebrated judgment of *Satyabrata Ghose v Mugneeram Bangur & Co.* Ultimately, this Court concluded that a contract is not frustrated merely because the circumstances in which it was made are altered. The Courts have no general power to absolve a party from the performance of its part of the contract merely because its performance has become onerous on account of an unforeseen turn of events”.

There are catena of decisions hardened into law that a contract is not frustrated merely because the circumstances in which it was made are altered. The courts have no general power to absolve a party from the performance of its part of the contract merely because its performance has become onerous on account of an



unforeseen turn of events. (Satyabrata Ghosh v. Mugneeram Bangur & Co.1954 SCR 310). Section 56 of the Indian Contract Act relates to performance of contracts and it purports to deal with one circumstance under which an agreement becomes void when the performance becomes impossible. The word impossibility, as defined by the courts of law, has not been used in literal or physical sense but it may be 'impracticable' and 'useless' from the point of view of the object and purpose. The doctrine of frustration comes into play when the contract becomes 'impossible' of its performance. It has been further held that commercial hardship cannot be made ground to declare the agreement as void. (Tsakirogtu & Co Ltd v. Nolee Thorl GmbH) 1961(2) All E R 179. It is irresistible to hold in view of the above observations of the Hon'ble Courts that the doctrine of 'force majeure' is not applicable in the instant case and the petitioner cannot succeed for reasons.

ORDER

- 4.0 With the above observation, the Commission dismisses the petition submitted by DVPCA for withdrawal of electricity bills on demand charge /fixed charge raised by DVC on the members of the petitioner's association during the force majeure period, at no cost.

Sd/-
(PULAK KUMAR TEWARI
MEMBER

Sd/-
(DURGADAS GOSWAMI)
MEMBER

Sd/-
(SUTIRTHA BHATTACHARYA
CHAIRPERSON

DATED: 27.11.2020



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(T. K. MUKHERJEE)
SECRETARY

