

**KERALA STATE ELECTRICITY BOARD**  
**TERMS AND CONDITIONS OF SUPPLY, 2005**

**PART I**

**GENERAL**

**1. Definitions**

- (a) **'Act'** means the Electricity Act, 2003 (Central Act 36 of 2003) as in force from time to time;
- (b) **'Agreement'** with its grammatical variations and cognate expressions means an agreement entered into between the Board and the consumer as per Kerala State Electricity Board Terms and Conditions of Supply, 2005.
- (c) **'Apparatus'** means electrical apparatus and includes all machines, fittings, accessories and appliances in which conductors are used;
- (d) **'Approved'** means any tariffs or documents approved by the Commission
- (e) **'Area of supply'** means the geographic area within which the Board is authorized to supply electricity;
- (f) **'Bank rate'** means the rate at which the Reserve Bank of India is prepared to buy or rediscount bills of exchange or other commercial paper eligible for purchase under the RBI Act, 1934
- (g) **'Bill date'** means the date on which bill is prepared by the Board which shall not be later than 4 days from meter reading date.
- (h) **'Billing period'** means the period between two consecutive meter reading dates
- (i) **'Board'** means the Kerala State Electricity Board and / or its successors
- (j) **'Code'** means Kerala Electricity Supply Code, 2005 as in force from time to time
- (k) **'Commission'** means the Kerala State Electricity Regulatory Commission
- (l) **'Connected Load'** means the sum of rated capacities in terms of kW or kVA of all connected energy consuming devices in the consumer's installation. For the purpose of levy of any charges or tariffs or determining connected load, 5 amps / 15 amps plugs with no appliance connected, shall be treated as 60W / 500 W respectively. If any equipment is connected to a plug point, equipment's load alone shall

be considered. Load of fire protection equipment shall not be considered for assessing the connected load if the same is connected to standby generator. In case of HT and EHT connections, the contract demand shall be treated as the connected load.

- (m) **‘Consumer’** means any person or persons authorized by him in writing who is supplied with electricity for his own use by the Board engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of the Board.

A consumer is:

- i) ‘Low Tension Consumer’ (LT Consumer) if he avails supply from the Board at low or medium voltage
  - ii) ‘High Tension Consumer’ (HT Consumer) if he avails supply from the Board at High Voltage
  - iii) ‘Extra High Tension Consumer’ (EHT Consumer) if he avails supply from the Board at Extra High Voltage;
- (n) **‘Consumer’s installation’** means any composite electrical unit including electric wires, fittings, motors and apparatus, portable or stationary, erected and wired by or on behalf of the consumer at the consumer’s premises
- (o) **‘Contract Demand’** means the maximum Demand in kVA mentioned in the Agreement;
- (p) **‘Cut-out’** means any appliance for automatically interrupting the transmission of energy through any conductor when the current rises above a predetermined level, and shall also include fusible cut-out;
- (q) **‘Distributing Main’** means the portion of any main with which a service line is, or is intended to be, immediately connected;
- (r) **‘Electric Line’** means any line, which is used for carrying electricity for any purpose and includes;
- i) any support for any such line, that is to say any structure, tower, pole or other thing in, on, by or from which any such line is or may be supported, carried or suspended and
  - ii) any apparatus connected to any such line for the purpose of carrying electricity
- (s) **‘Energy’** means electrical energy; generated, transmitted, used or supplied for any purpose.
- (t) **‘Extra High Voltage’** means the voltage, which exceeds 33000 volts subject, however to the percentage variation allowed under the Indian

Electricity Rules, 1956 or as per new Rules framed as per provisions of the Act;

- (u) **'High Voltage'** (HV) means the voltage higher than 650 volts but which does not exceed 33, 000 volts under normal conditions subject however to the percentage variation allowed under the Indian Electricity Rules, 1956 or as per new Rules framed as per the provisions of the Act;
- (v) **'Installation'** means any composite electrical unit used for the purpose of generating, transforming, transmitting, converting, distributing, trading or utilizing energy;
- (w) **'Licensed Electrical Contractor'** means a contractor licensed under rule 45 of the Indian Electricity Rules, 1956 or as per new Rules framed as per the provisions of the Act;
- (x) **'Licensee'** means a distribution Licensee under Section 14 of the Act,
- (y) **'Low Voltage'** (LV) 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 or as per new Rules to be framed as per the provisions of the Act;
- (z) **'Maximum Demand'** means the average amount of kW or kVA, as the case may be, delivered to the point of supply of the consumer and recorded during the thirty minutes period of maximum use in the month, the Board however reserves the right to shorten this period in special case if necessary with the approval of the Commission;
- (aa) **'Medium Voltage'** means the voltage higher than 250 volts but which does not exceed 650 volts under normal conditions subject however to the percentage variation allowed under Indian Electricity Rules, 1956 or as per new Rules framed as per the provisions of the Act;
- (ab) **'Multi-storied (High rise) buildings'** means building exceeding 15 M in height from ground level
- (ac) **'Occupier'** means the owner or person in lawful occupation of the premises where energy is used or proposed to be used;
- (ad) **'Power Factor'** means the average power factor for a billing period and shall be the ratio of the total kilowatt hours to the total kilovolt ampere hours supplied during that period, ratio being rounded off to two decimal figures. In case kVAh reading is not available, then power factor shall be calculated on the basis of kVARh reading, if the meter is capable of recording kVARh;
- (ae) **'Premises'** include any land/ building/structure
- (af) **'Service Line'** means any electric-supply line through which energy is, or is intended to be supplied

- i. to a single consumer either from a distribution main or immediately from the Board's premises; or
  - ii. from a distribution main to a group of consumers on the same premises or on contiguous premises supplied from the same point of the distributing main.
- (ag) **'System'** means an electrical system in which all the conductors and apparatus are electrically connected to a common source of electric supply
- (ah) **"Chief Engineer"** means the Chief Engineer, (Electrical), Kerala State Electricity Board.
- (ai) **"Engineer"** means a Deputy Chief Engineer, Executive Engineer, Assistant Executive Engineer, Assistant Engineer, or any other qualified officer authorised by the Board in this behalf.
- (aj) **"Month"** means the Calendar month or the period between the meter reading date in a particular month and the corresponding meter reading date of the immediately succeeding or preceding month or a period of 30 days as the context may require.
- (ak) **"Year"** means financial year or a period of 12 months as the case may be.
- (al) **"Date of commencement of supply"** means the date of expiry of a period of 60 days in the case of LT consumers (90 days in the case of HT & EHT consumers) from the date of intimation to an intending consumer of the availability of power or the actual date of availing power supply by such consumer, whichever is earlier.
- (am) **"Factory"** means any premises including the precincts thereof wherein ten or more persons are working and in any part of which a manufacturing process is being carried on with the aid of electrical power, as defined in Factories Act.
- (an) **"Factory premises"** means the premises in which laboratories, manufacturing/production, repair shops, stores, offices, reading rooms, libraries, yards, watch and ward, canteen and first aid centres belonging to the factory are housed, as defined in Factories Act.
- (ao) **"Bulk supply"** means the supply given to:
  - i. A Licensee for purposes of local distribution in its area of supply.
  - ii. Consumers for industrial and/or non-industrial purposes contracting for loads exceeding 50 kVA of maximum demand.
  - iii. State or Central Government Department/ Undertakings / Institutions having a connected load of 50 kVA and above.
- (ap) **"Point or Outlet"** means a point to which an electrical appliance is, or is intended to be, immediately connected in any electric installation.

- (aq) **“Applicant”** means Owner /lawful occupier of premises desirous of getting electric service connection
- (ar) **‘Indian Electricity Rules’** means Indian Electricity Rules 1956 in force amended from time to time.

**2. Applicability of the Terms and Conditions of Supply**

These Terms and Conditions shall apply to all consumers under the Board, excluding licensees with effect from 01-02-2006.

**3. Application for Supply of Energy**

- (1) Owner or Occupier with the consent of owner of any premises requiring supply of electricity may apply to the Assistant Engineer of the concerned Electrical Section Office, accompanied by a fee as per sub-clause (4)
- (2) The application shall be accompanied by all necessary documents including the agreements, completion reports, etc. as specified in Clause 14.
- (3) The applicant shall make sure that the application is complete in all respects and as per the ‘Kerala state Electricity Board Terms and Conditions of Supply ,2005’ published by Board
- (4) The applicant shall remit non-refundable application fee as follows:

| <b>System of Supply</b> | <b>Application fee (Rs.)</b> |
|-------------------------|------------------------------|
| LT supply               | 25/-                         |
| HT supply               | 1000/-                       |
| EHT supply              | 5000/-                       |

The above fee shall be liable for revision from time to time subjected to the approval of State Electricity Regulatory Commission.

- (5) The Board will acknowledge the receipt as and when the application is received. If an application is incomplete in any respect, the Board will within 7 days of receipt of the application, informs the applicant of all deficiencies in writing. In such cases, date of receipt of completed application shall be treated as the date of receipt of application.
- (6) The Board will also intimate the applicant of the requirement of extension of distribution main or construction of substations and the timeframe for release of connection within 7 days from the date of receipt of application, if such connection requires extension or construction of substations.
- (7) Where for supplying electricity to any premises, another person’s premises/property have to be used for providing service line/cable, service line/cable has to cross over or laid underground in another person’s premises/property, the applicant has to attach a consent letter from the owner of such premises/property. In case the consent letter is not given, the applicant has to execute an indemnity bond.

- (8) The Board shall not be responsible for the delay, if any, in extending supply, if the same is on account of delay in getting statutory clearances, right of way, land acquisition, or the delay in consumer's obligation to provide necessary clearances, or payment of required cost of works as per clause 4 and security deposit as per clause 15 and 16 or for any other reasons beyond the reasonable control of the Board. In all such cases, the Board will take all reasonable steps to avoid delay.

**4. Power to recover expenditure: -**

(1) Subject to the conditions under clause 8 of the Code, the Commission authorizes the Board under Section 46 of the Act, to recover in advance from the owner or occupier of any premises requiring supply the expenses reasonably incurred by the Board for providing any electric line or electrical plant required specifically for the purpose of giving such supply. The cost estimates for LT consumers shall include the cost of service line and terminal arrangements at the premises of the applicant but shall not include the cost of meter, if connected load is below 50 kVA. For loads of 50 kVA and above connection shall be effected only after installation of separate transformer of adequate capacity, the cost of which shall be recovered from the consumer. In such cases the consumer shall provide the space for erecting such transformer.

Provided that the Board will not be entitled to recover such expenditure if such expenditure is under the scheme approved by the Commission or other wise charged in the Annual Revenue Requirements of the Board.

Provided also that, the Board may exempt any person requiring connection under clause 5 (1) from payment of expenditure if such person belongs to a category below poverty line requiring supply with a connected load below 500 W or if such person belongs to SC/ST category requiring supply with a connected load below 1000 W.

The State Government may direct the Board to provide new electric connections to any category of consumer on payment of cost as specified in these regulations in advance to the Board.

Consumers are eligible for instalment facility to remit the cost of electric line extension/ substation construction for new connections as per sub clause 4(1) up to a maximum number of sixty (60) instalments and interest rate applicable shall be twice the bank rate. Separate agreement to this effect shall be executed by these consumers with the Board.

(2) The expenditure to be remitted by the consumer shall be based on the schedule of rates as published by the Board from time to time.

(3) The consumer has the option to procure meter himself. If the meter is provided by the Board the consumer shall give security to the Board for the price of the meter and shall enter into an agreement for the hire thereof.

- (4) The Board may also require any person requiring supply of electricity, to give security for payment of monies which may become due as per clauses 15 and 16.

**5. Time frame for providing supply of Energy.**

The Board shall provide supply as per the following time frame except in cases where the execution of the work is legally prevented.

- (1) Supply where no extension of distributing main is required.
- (a) The Board shall provide electricity connection within one month of the receipt of application in complete shape in accordance with Clause 3 after remitting security deposits and cost of connection.
  - (b) The concerned officer/staff of the Board may inspect the applicant's premises and prepare cost estimates including initial security deposits and notify the applicant within 7 days from the date of receipt of application.
  - (c) The cost estimates for LT consumers shall include the cost of service line and terminal arrangements at the premises of the applicant but shall not include the cost of meter if connected load is less than 50 kVA. For loads of 50 kVA and above connection shall be effected only after installation of separate transformer of adequate capacity, the cost of which shall be recovered from the consumer. In such cases the consumer shall provide the space for erecting such transformer.
  - (d) In case of HT consumers, the Board shall include the cost of service line, terminal arrangements, circuit breakers, cable and transformers etc. specifically required for the purpose, but shall not include the cost of meter.
  - (e) The Board shall give the applicant not less than seven (7) days for remitting the required expenses and security deposits and shall release the connection within one month from the date of remittance of required expenses and security deposit.
  - (f) The priority for releasing connections shall be the date of remittance of required expenses and security deposit.
- (2) Supply where distributing main requires extension
- (a) After the receipt of application as provided in clause 3, if the Board finds that the supply of electricity to premises applied for requires extension of electric lines, the Board may work out expenses, if any, for such extension and intimate the applicant within fifteen (15) days of receipt of application.
  - (b) The applicant shall remit the amount worked out and intimated under sub-clause (a) above within a period of 15 days or such extended period as the Board may allow at the request of the applicant.
  - (c) After receipt of required amount in full from the applicant, the Board shall complete the works within the time frame given below:

| Sl. No. | Type of work        | Unit                              | Time Frame          |
|---------|---------------------|-----------------------------------|---------------------|
| 1       | LT Line             | Per kM or part thereof            | 30 days             |
| 2       | 11 kV line          | Per kM or part thereof            | 4 months            |
| 3       | 66 kV / 110 kV line | Upto first 5 kM<br>Next 5 km each | 1 year<br>3 months  |
| 4       | 220 kV line         | Upto first 5 kM<br>Next 5 kM each | 2 years<br>6 months |

(d) If the connection under sub-clause (2) (a) requires completion of any projects approved by the Commission as part of the investment plan of the Board, the Board shall complete such projects within the time frame approved by the Commission and release connection.

(3) Supply where new Substation is to be commissioned

(a) After the receipt of application as provided under clause 3, if the Board finds that supply of electricity to premises applied requires commissioning of a new substation which is not covered as part of the investment plan approved by the Commission, the Board shall inspect the premises of the applicant and prepare the cost estimate for the works and intimate the applicant within one month of receipt of application.

(b) The applicant shall remit the cost estimate worked out under sub-clause (3) (a) within a period of one month or such extended period as the Board may allow at the request of the applicant.

(c) After receipt of required amount in full from the applicant, the Board shall complete the works under sub-clause (3) (a) and release the connection within the time frame given below:

| Sl. No. | Type of work                          | Time Frame |
|---------|---------------------------------------|------------|
| 1.      | 11/0.4 kV Substation alone            | 2 months   |
| 2.      | 33/11 kV Substation alone             | 9 months   |
| 3.      | 66/11 kV Substation alone             | 12 months  |
| 4.      | Extension of bay at 66 kV Substation  | 6 months   |
| 5.      | 110/66 kV Substation                  | 12 months  |
| 6.      | Extension of bay at 110 kV Substation | 6 months   |
| 7.      | 220 kV Substation                     | 12 months  |
| 8.      | Extension of bay at 220 kV Substation | 6 months   |

(d) If the connection under sub-clause (3) (a) requires completion of any projects approved by the Commission as part of the investment plan of the Board, the Board shall complete such projects within the time frame approved by the Commission and release connection.

(4) Supply where new substation is to be commissioned along with extension of electric line.



- (a) In case where supply of electricity to premises requires commissioning of a new substation along with extension of electric line, the Board shall inspect the premises of the applicant and prepare the cost estimate for the works and intimate the applicant within 2 months of receipt of application.
- (b) The applicant shall deposit the amount within a period of one month or such extended period as the Board may allow at the request of the applicant
- (c) After receipt of required amount from the applicant, the Board shall complete the works under sub-clause (4) (a) and release the connection within the time frame given under clause 5(2) (c) or 5(3)(c) above whichever ever is higher
- (d) If the connection under sub-clause (4) (a) requires completion of any projects approved by the Commission as part of the investment plan of the Board, the Board shall complete such projects within the time frame approved by the Commission and release connection.

(5) Electrical connection to multistoried (high-rise) buildings

Subject to sub-clause (1), (2), (3), and (4) above in case of multi-storied buildings having connected load below 50 kVA, Board shall provide service connection from the LT line. For loads of 50 kVA and above, connection shall be effected only after installation of separate transformer by the consumer.

(6) Supply in localities where no provision for supply exists

In case supply of electricity is sought in a village, hamlet or area where no provision for supply of electricity exists, the Board will take up the electrification of such locality as per investment plan approved by the Commission. Once electrification of such locality is completed, supply will be provided to the applicant in accordance with provisions of sub-clause (1), (2), (3) and (4) above as may be applicable to the applicant.

(7) Supply for streetlights

Board will provide electric supply for streetlights on request from local bodies on realization of cost of installation. An agreement has to be executed in Form No. 11. Local Bodies will have the option to provide their own street lighting installation and avail power through metered supply in which case capital works will be carried out by Local Body under supervision of the Board's staff. A supervision charge of 10% of capital cost will be levied by the Board in such cases.

(8) Supply where electric line/substation is provided by the applicant Where the applicant does not require the Board to provide

electric line or electric plant, but choose to provide himself, he shall pay 10% of the expenses as supervision charges to the Board for providing such services and get the work executed by a licensed contractor. The Board will supervise the work of the applicant and provide guidance in technical matters and matters relating to safety. Materials used shall conform to BIS specifications.

(9)(1) Supply When Cooperative group housing societies which own the premises applies for electricity at a single point for residential purposes for making electricity available to the members of society residing in the same premises, the Distribution Licensee shall extend supply at the appropriate tariff and conditions as approved by the Commission. Provided that the provisions of this clause shall not in any way affect the right of a person residing in the housing unit sold or leased by such a Cooperative Group Housing Society to demand supply of electricity directly from the distribution licensee of the area on such terms and conditions as may be specified by the State Commission.

(2)When a person applies for electricity for residential purpose at a single point for making supply available to his employees residing in the same premises, the Distribution licensee shall extend supply at the appropriate tariff and terms and conditions approved by the Commission.

#### **6. Withdrawal of application: -**

- (1) If any person after applying for supply of electricity with the Board withdraws his application or refuses to take supply, the amount of security paid shall be refunded to him. Amount paid for providing electric line or electric plant shall not be refunded if the Board has commenced the work.
- (2) If a person fails to pay the sum required for extension of supply lines or other works within the time allowed by the Board, the Board will treat his application as withdrawn after giving him 30 days notice.

#### **7. Dues of previous consumers: -**

If a purchaser of a premise requires to have a new connection, as the earlier connection has already been dismantled after disconnection, the arrear, if any, shall be realized from the previous owner/occupier of the premises and not from the purchaser.

#### **8. Fixing the position of Meter Board etc.**

- (1) During the inspection, the point of entry of supply mains and the positions of Meter Boards, cut-outs and circuit breakers etc. will be fixed by the Board and should not be changed later on. The Board will in no case, fix Meter and main cutouts, nor allow the same to remain in any position where the employees are prohibited from entering or where there is difficulty of access for the employees for checking, testing and taking reading. If found necessary by the Board, separate access from the public way shall be provided for the purpose by the consumer at his cost. The wiring can be done by the consumer through a licensed Wiring Contractor.

- (2) A teak-wood / metallic (non-power) and metallic (power) meter board of minimum size 45 cm. x 25 cm. x 20mm. to house meter, cutouts and neutral link as well as a firm support to terminate wires shall be provided by the consumers. The position may be so fixed that the Board's authorized persons shall have access at all reasonable times to the meter and equipments.
- (3) Where the energy consumption of the consumer can be metered only with the aid of L.T. current transformer, a metallic meter box of minimum dimension 60cm. x 45cm. x 25cm. shall be provided by the consumer to house the current transformers, cut-out, energy meter etc. with provision for locking and sealing

## 9. Wiring on Consumer's premises

- (1) 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 I.E. Rules 1956 or the rules specified by Central Electricity Authority in lieu of Indian Electricity Rules 1956. The standards prescribed by the Electrical Inspectorate 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. The materials used for wiring shall comply with the standards laid down by the B.I.S. or its equivalent and the provisions contained in the Quality Control Order 1988.
- (2) Installation with a connected load as under must be wired for the supply specified:

|                                    |   |
|------------------------------------|---|
| (i) Upto 5000 W.                   | Single Phase.   |
| (ii) More than 5000 watts.         | Three phase with the 3 circuits kept separate and balanced as far as possible.  |
| (iii) Connected load above 100 kVA | Service connection will be provided after installation of a separate transformer at consumer's cost irrespective of consumer category and type of building. |

Motive power installations requiring 3 H.P. or more in the aggregate will be supplied only at 415 Volts, 3 Phase. No load will be normally permitted to be connected between two of the three phases of the three-phase supply.

**Note:** i) Domestic Consumers with connected load less than 5 kW may be given 3 phase connection, on request by consumer.

- (3) Where wiring for three phase motors is in conduit, all phase wires shall be bunched in a single conduit. If it is a metallic conduit, it must be permanently and efficiently earthed throughout and connected to the frame of the motor from which two separate earth wires shall be run to two distinct earth pits conforming to I.S.3043. Each motor/equipment need not be provided with separate earth electrodes. But, duplicate connections from each equipment

should be made to a suitable earth bus and two leads from the bus connected to two distinct earth electrodes, which are to be mutually inter-connected using conductor of adequate size. The number of electrodes is decided from the maximum fault current at the point of commencement of supply and the soil resistivity. In the case of PVC conduits, earth leads shall be taken inside the conduit and terminated at both ends. It is recommended that the sectional area of the earthing wiring shall be not less than  $\frac{1}{2}$  section of the largest electrical conductor used. The minimum size of earthing wire shall be No.14 S.W.G. copper for 5A plugs and No.10/12 S.W.G. copper for power plugs and switchboards and No. 8 S.W.G if galvanized iron. Where the earthing wire is buried in the ground, instead of being connected to the earth pipe, the wire shall be solid and not smaller than No.8 S.W.G. copper provided soil resistivity is less than 100 M $\Omega$ . In no case, will single leads run separately in metal conduits, or an earth connection to a gas or water main be allowed.

- (4) The lighting circuits of the industrial consumer at LT or HT tariff should be separately wired and connected to separate meters.
- (5) As soon as the LT consumer's installation excluding X-ray, Neon sign and high rise building is completed in all respects, the consumer should submit to the Assistant Engineer, Completion and Test Report issued by a licensed wiring contractor in the prescribed form supplied from the office free of cost. It is important that the conditions named therein are fully complied with, the copy of the filled up certificate shall be forwarded to the Electrical Inspector of the concerned District as per Licensing Board Rules.
- (6) As required by Rule 45 of the Indian Electricity Rules 1956, and modified from time to time no electrical installation work (including additions, alterations, repairs and adjustment to existing installations) except such replacements of lamps, fans, fuses, switches and other component parts of the installation, which in no way alter the capacity and character of the installation, shall be carried out in the premises on behalf of any consumer or owner for the purpose 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 or recognized by Government. Any person committing breach of above shall render himself to punishment under Rule 139 of the said rules.
- (7) As per, Rule 32 of the Indian Electricity Rules 1956 and modified from time to time, a consumer shall not insert in his installation a cut-out, link or switch other than a linked switch D.P. or T.P. of adequate capacity arranged to operate simultaneously the earthed conductor, earthed neutral conductor and live conductors, if the earthed conductor of the consumers installation is to be connected to the earthed terminal provided by the Board, in the consumer premises.

## **10. Apparatus of Low Tension Consumers**

A Low Tension Consumer must, in all cases, provide linked quick break main switches of requisite capacity and a main fuse on each pole other than the

earthed neutral, which must be erected within one metre of the Board's meter board or in such other position, as shall be approved by the Engineers.

**11. Apparatus of High Tension (HT)/EHT Consumers and Low Tension (LT) Power Consumers**

- (1) A High Tension consumer requiring supply below 750 kVA outdoor shall provide on the supply side, a gang operated triple pole isolating switch with high tension fuses of fast blowing characteristics, which should be graded to so operate that they blow off before the protective devices in the Board's supplying station operate.
- (2) HT Consumers requiring supply of 750 kVA and above as well as all indoor Sub Stations must provide suitable circuit breakers/fuse switches on the supply side fitted with automatic overload protective devices so adjusted that they operate before the protective devices in the Board's supplying station operate. The circuit breakers/switch fuse units must be of sufficient rupturing capacity to be specified by the Board and the Inspectorate to protect the consumer's installation under short circuit conditions.

In either case, suitable automatic circuit breakers approved by the Board and Inspectorate must be installed on the LT side of the transformers.

- (3) A High Tension/Extra High Tension consumer must provide at his expense a locked enclosure of a design to be approved by the Board for the purpose of housing the Board's terminal high tension switch gear and metering equipment, in the case of indoor installation. In the case of outdoor metering installation, a fenced enclosure, duly approved by the Board, with lock and key for housing the metering equipment as mentioned above shall be provided at consumer's expense. The metering equipment shall be easily and independently accessible for the Board officials at any point of time. In no case consumers shall have physical access to the metering equipment except in the presence of the Board officials. The Officials of the Board shall have access to the enclosure at all times without notice for purpose of inspecting, testing and maintaining its apparatus. Denial of access to the metering premises for the Board officials by the consumer or his agents shall be dealt with as per provisions contained in clause 28 of the terms and conditions of supply. Unauthorised entry / attempt to enter the metering premises by the consumer or his agents shall lead to disconnection of service.
- (4) HT/EHT consumers and LT (Power) consumers shall consult the Board, in their own interest before ordering HT switchgear or apparatus and deciding the layout thereof. They shall strictly comply with all directions, specifications, clearance and standard layout prescribed by the Board, Inspectorate and BIS from time to time.
- (5) Indoor installations shall be provided at the premises of H.T. consumers in urban area coming under the five cities in Thiruvananthapuram, Ernakulam, Kozhikode, Kollam and Thrissur as well as in such other

towns where outdoor installations may not be possible due to space limitations and safety aspects.

## **12. Approval of Consumer's Installation**

- (1) Before any wiring or apparatus (in the case of low tension consumers) and transformers, switchgear and other electrical equipment (in the case of H.T. consumers) is connected to the system, the same will be subjected to the inspection and approval of the Board's Engineer and no connection will be made without his approval. Before any wiring or apparatus (in the case of H.T. and E.H.T. consumers) is connected to the Board's supply, approval in writing of the Electrical Inspector should be produced under Rule 63 of the Rules and modified from time to time.
- (2) Before any wiring or apparatus in case of high rise buildings, X-ray Units and Neon signs is connected to the Board's supply, it may be verified that the required notice under Rules has been given by the owner of the installation to the Electrical Inspector. The connection shall not be given in case the Electrical Inspector has prohibited the connection by written communication addressed to the Board's Engineer.
- (3)
  - (a) Electric connection to Radiation Generating Plants like X-ray/CT units/Fluoro Image Intensifier/ Mammography/ etc. shall be provided only after getting clearance from Directorate of Radiation Safety.
  - (b) The Power supply to the plants/equipment mentioned in (a) above shall be disconnected, if and when, the Director of Radiation Safety after due inspection and verification by authorized officials reports that, such equipment/plants used on human beings by the consumer and or his tenant or representative violated the Radiation Protection Rules, 1971 and causes Radiation Hazard. . Notice shall be issued to the consumer, to disconnect the equipment mentioned in (a) above, within 7 days of date of notice. If the consumer fails to disconnect such equipments within the said notice period, power supply to the consumer's premises shall be disconnected without further notice.
  - (c) The intimation shall be given by the Assistant Engineer/Assistant Executive Engineer as the case may be to the Director of radiation safety, Government of Kerala.
  - (d) Power supply shall be restored only after getting clearance from the Director of Radiation Safety.

## **13. Electric Connection to Multi-Storied (High Rise) Buildings**

- (1)
  - (a) Before making an application to the Board for providing electric connections to the multi-storied buildings, the owner/consumer of the building shall give a notice of not less than thirty days to the Electrical Inspector as specified in Rule 50 A (i) of the Rules. The owner/consumer shall forward a copy of such notice to the Assistant Engineer/Asst. Executive Engineer of the Board

Note: - Every building exceeding 15 metres in height from ground level shall be considered as multi-storied (High Rise) building.

- (b) The rising mains may be employed where the current exceeds 250 A. In other cases, there is no bar to use armoured cables for the purpose.
- (c) In case cables are used instead of rising mains for feeding different floors, individual feeders should be taken to each floor and the cables should be armoured type.
- (d) In large multi-storied commercial complexes housing offices or shopping centres, there should be at least two rising mains mainly located in separate shafts.
- (e) Soak pit/oil draining arrangements must be provided wherever transformers are installed either inside the building or near it, wherever the oil content exceeds those specified in the Rules.
- (f) Where more than one transformer is installed in the same premises near to each other fire partition walls should be provided between the two.
- (g) A generator of a minimum capacity of 10 kVA should be provided for the multi-storied buildings having more than four stories for the operation of lifts, staircase lightning, water supply, corridor lighting, yard lighting etc. Separate metallic conduits/armoured cable wiring should be provided for essential lighting and the same should be able to be switched on the generator supply or Board's supply, as required.
- (h) Lightning protection as envisaged under I.S. may be insisted for all multi-storied installations in isolated locations and for installations above five stories in other locations.
- (i) Fire protections should be insisted as per the guidelines provided under Clause 9 of N.B.C. (occupancy certificate issued by the Fire Department). Only indoor installations shall be provided in urban areas coming under the five cities namely, Thiruvananthapuram, Ernakulam, Kozhikode, Kollam and Thrissur and such other places where outdoor installations may not be possible due to space limitations and safety aspects.
  - (i) Wherever rising mains are not necessary, the owner of the buildings while providing Main or Sub Switch Boards shall provide sufficient space and meter Boards to house Board's metering equipments near each outlet which should be exclusively provided for each consumer.
  - (ii) Such meters shall have to be installed together, preferably at not more than four locations in a building.

- (iii) Installations on the LV side of transformer shall be maintained by the consumer and the maintenance will be done only after informing the Assistant Engineer of the concerned section. All switches and switch boards of the consumer coming before the meter will be kept sealed by Board's officers.
  - (iv) In the case of multi-storied buildings with rising mains, provision should be made to provide all the meters at each floor in one area near the rising main.
  - (j) The 11 kV Indoor Substation, rising mains, Switch Boards and switches etc. coming before metering will have to be erected by the owner of the building. The owner of the building shall also be responsible for the maintenance of these installations and replacements and these shall be carried out with the concurrence of Assistant Engineer of the concerned Section and the seals can be broken only by him. A competent person shall also be appointed and authorized by the owner of the building for its operation and maintenance. A separate agreement will be executed containing these provisions by the owner of the building and he should agree that any expenses the Board has to incur due to his failure to do these duties, will be payable by him and such dues, if any, will form 1st charge on the property
- (2) (a) Electric connection shall be effected to High Rise Buildings after energisation approval from the Electrical Inspectorate.
- (b) If common and essential loads in the building is 100 kVA and above, separate transformer with HT metering arrangement shall be installed exclusively for such loads by the consumer/promoter at the building premises at his own cost.
  - (c) HT load break switch fuse unit or Vacuum circuit breaker (VCB) shall be provided as common controlling device at primary side, if there is only one transformer. HT load break switch fuse unit is adequate for transformers of rating below 1000 KVA. VCB is to be provided if transformer rating is 1000 kVA and above.
- Note: - If there are more than one transformer in the said building, HT load break isolator of approved make shall be provided at incoming side of the HT panel as group control device. For individual transformer, HT S.F. unit or VCB shall be provided as specified in clause 13(2) (c) above.
- (d) H.T. metering arrangement shall be attached to the common primary control device. Time of the Day meter (TOD) of tamper proof type shall be provided for metering. Current transformer for metering shall be single core; single ratio type and the consumer shall not be permitted to take any tapings from CT secondary. Consumer shall be permitted to take tapings from PT secondary for indication/ Voltmeter/



PF meter/ Wattmeter. Tapping from PT secondary shall be taken with separate fuse control.

- (e) As far as possible, oil filled transformers shall be installed at periphery of the building with direct access facility from approach road and with adequate ventilation and oil drainage facility.
- (f) At secondary side of transformer, circuit breaker of proper rating shall be provided
- (g) Locking and sealing facility shall be provided in all metering panels, main switchboards, H.T. panel etc. to prevent theft of energy and illicit usage of electric supply.
- (h) HT Panel including group control isolator, LT panels including metering panels shall be installed by the promoter/consumer at his own cost. It is the responsibility of the KSEB to give supply upto the incoming terminal of HT panel.
- (i) Energy meters for individual consumers shall be purchased and installed by the consumer/promoter at his own cost. These meters shall be tested and certified by the Board / Electrical Inspector / Government Accredited testing laboratories.
- (j) Fuse/MCB protection shall be provided for energy meters. If MCB is provided, a separate door with locking facility at 'OFF' position shall be provided for the knob of MCB.
- (k) The electrical installation in the high-rise building shall conform to the prevailing standards and specifications prescribed by the Department of Electrical Inspectorate.
- (l) Any dispute between the promoter or consumer, of the high rise building with the Board regarding installation standards shall be referred to the Chief Electrical Inspector for decision.

#### **14. Records to accompany the Application for Service Connection**

After completing the wiring satisfactorily, the following records should be forwarded to the Assistant Engineer's Office.

- (1) Completion Report of the Consumer's installation in Form No.3 annexed.
- (2) Test Report of the consumer's installation of the wiring contractor (Form No.3 annexed).
- (3) A neat sketch of the premises showing the position of all lamps and other fittings
- (4) If the intending consumer is not the owner of the premises to be electrified, he shall furnish a consent agreement in Form No.4 annexed from the owner of the premises. If he is unable to produce the consent agreement from the owner of the building, the service connection can be

effected if the applicant executes an Indemnity Bond in Form No.5 annexed. A special deposit equal to the amount of Security Deposit is also payable whenever service connection is effected to the occupier/tenant and not the owner. Service connection to occupier/tenant is subject to the following further conditions:

- (a) As the occupier/tenant of the said premises, the consumer shall give seven clear days' notice in writing to the Assistant Engineer/Asst. Executive Engineer whenever he intends to vacate the premises and also apply for disconnection of his service thereof.
  - (b) This agreement shall cease to be in force and be deemed to be determined on the date of full payment of all outstanding dues to the Board on account of this service. In cases where the occupant desires reconnection, for which he is unable to get consent in writing from the owner of the building the occupant may be given reconnection to the installation of the owner existing in the building, on the condition that the occupant agrees to abide by the "Kerala State Electricity Board Terms and Conditions of Supply 2005 ", other relevant Act and Rules and also remits the entire arrears of current charges or other dues along with a special cash deposit as fixed by the Asst. Engineer/Asst. Executive Engineer subject to a minimum Rs.500/- by way of security to compensate the loss or damage, if any, caused to the installation in the building. This deposit shall be refunded as and when the occupant desires to disconnect the supply or vacate the building, after adjusting the quantum of compensation for the loss/damage caused as fixed by the Asst. Engineer/Asst. Executive Engineer.
  - (c) In the absence of any such intimation or notice from the occupier/tenant as envisaged in Para (a) above, the Board shall be at liberty to terminate the service connection to the premises, with a registered notice, and to proceed to enter into agreement with a subsequent occupant for a fresh service.
- (5) Where the power line, underground cable or weatherproof wire to give connection to a consumer has necessarily to cross over or go under another property, the consumer shall furnish an agreement in **Form No.5**. Such consumer shall also deposit the following amount in addition to the Security Deposit:

|                     |                                     |
|---------------------|-------------------------------------|
| (a) L.T. Consumer   | An amount equal to Security Deposit |
| (b) H.T. Consumer   | Rs. 5,000/-                         |
| (c) E.H.T. Consumer | Rs.15,000/-                         |

The above amount shall be liable for revision from time to time by the Board with the approval of the Commission.

If an order of the District Magistrate is necessary to draw the line, underground cable or weatherproof wire through the property, further steps to give connection shall be taken only after obtaining the order. The Board will in no way be responsible for the delay thus caused unless the

consumer produces the consent in writing of the owner or the person in possession of the property to be crossed over and the concerned Asst. Engineer/Asst. Executive Engineer is satisfied that the power line, underground cable or weatherproof wire could be drawn without risk to the Board. The amount of security deposit need be collected only once from each consumer even if different properties belonging to different owners are to be crossed over. But separate Indemnity Bond shall be obtained from the consumer for each and every property to be crossed over

- (6) If the supply is for pump sets, the applicant should produce a 'No Objection Certificate' from the State Government or other competent authority for pumping water from the State owned rivers, canals, ponds etc. if the pump set is installed in them.
- (7) Service connections to the premises situated in Puramboke land shall be provided, if the premises has a building number allotted by the local body (Panchayat /Municipality / Corporation) subject to the condition that the consumer shall pay the minimum charges for the required period, even if the service is disconnected/dismantled before the expiry of that period for reasons beyond the control of the Board.
- (8) On receipt of the above relevant records in complete shape and also the order of the District Magistrate, where necessary, the Board's officers will prepare an estimate for giving service connection to the installations after inspecting the premises.

The consumer shall then be directed by the Asst. Engineer/Asst. Executive Engineer to execute the service connection agreement in Form No.7 annexed.

- (9) (a) Service connection to the building constructed for bonafide domestic purpose shall be given based on the approved plan / permit issued by local body (Corporation/ Municipality/ Panchayat, as the case may be). Connection can also be given for construction purpose based on approved plan/permit. For all other cases, the building number allotted by the local body must be insisted. Independent service connections shall also be given to the different floors of the building for domestic purpose if so desired by the consumer, only if separate entrance from outside and separate wiring is provided for each floor.
- (b) Electric Connection to amplifier or cable system in KIOSKS installed by CTV operators shall be effected without insisting building/structure number assigned by Local body provided the applicant produces.
  - (i) Consent from PWD/National Highway/Revenue Authority or any other authority in whose property the KIOSK is installed
  - (ii) Consent from the private property owner in case the KIOSK is installed in private property.
- (c) Electric connection to tower sites of Cellular operators who set up their installation on the terrace space of buildings shall be effected without insisting for separate building number assigned by local authority subject to the following conditions: -

- (i) They shall produce consent letter from the owner of the building, where the installation is intended to be provided.
  - (ii) They shall produce necessary proof of having obtained the required clearances from the authorities concerned.
- (d) Electric connection to display boards at the top of buildings or along the side of roads shall be effected without insisting building/structure number assigned by local body subject to the following conditions: -
- (i) The energy meter shall be insisted in a kiosk near to the display board at the cost of the consumer i.e. the advertising agency.
  - (ii) Meter, if found defective or damaged, shall be replaced at the cost of the consumer.
  - (iii) The consumer shall produce written consent from PWD/National Highway/Revenue Authority or any other authority or the owner of the premises in whose property the kiosk is intended to be installed or installed.
  - (iv) The consumer shall produce necessary proof of having obtained the required clearance for exhibiting the display board from the authorities concerned.
- (10) The applicants requiring service connections to agricultural pump sets installed with the financial assistance from Public Finance Institutions shall produce a letter from Heads of such institutions indicating the grant of loan, so as to ascertain the bonafides of the request.

In all other cases, the applicant shall produce a Certificate issued by the Agricultural Officer having jurisdiction over the area so as to ascertain the bonafides of the request.

- (11) Records to accompany the application for HT/EHT Connections.
- (i) Energisation approval from the Electrical Inspector along with approved schematic diagram.
  - (ii) Ownership certificate issued by the local body.
  - (iii) Test and completion report of the installation
  - (iv) List of equipment with connected load details.
  - (v) Test report of CT/PT and TOD meter issued from the TMR Division.

**15. Security Deposits for supply of electricity and meter: -**

- (1) Any person who requires supply of electricity to his premises shall have to provide security for payment of all monies due to the Board in respect of electricity supplied to such person.
- (2) If any person refuses to give such security, the Board shall refuse to give supply of electricity.

- (3) The Board will require a consumer having monthly billing, at all times maintain with the Board, an amount equivalent to two months electricity bill as security and for consumers having bimonthly billing an amount equivalent to three months electricity bills as security during the period the agreement is in force in the following manner :-
- a) For EHT consumers: -
    - i.) 50% of security deposit shall be remitted by cash or Demand Draft
    - ii.) For the balance 50 % amount, Bank Guarantee is acceptable.
  - b) For HT consumers: -
    - i) Total security deposit shall be remitted by cash or Demand Draft, if the security deposit is less than or equal to Rupees five lakh.
    - ii) For security deposit more than Rupees five lakh, 50% of security deposit shall be remitted by cash or DD and for the balance 50 % amount, Bank Guarantee is acceptable
  - c) For LT consumers – Cash / Demand Draft only.
- (4) The Board will review the adequacy of security of all consumers in the first quarter of every financial year or when tariff revision is effected based on the average consumption of the preceding financial year and charges and tariffs in force. Based on the review, the Board will demand for shortfall or adjust the excess security in the first quarter itself as the case may be, by giving 30 days notice to the consumer.
- (5) The Board will also require a consumer to pay security for the price of the meter, unless the consumer elects to purchase a meter. The Board will charge a rent for the meter as per the rates approved by the Commission.
- (6) Failure to pay additional security deposit demanded by the Board shall lead to disconnection of power supply to the installation.
- (7) If any consumer requiring supply opts to take supply through prepayment meter, he is not required to provide security deposit.

**16. Initial Security Deposit: -**

- i. All applicants for new connections shall pay in advance a security equivalent to the estimated two-months/three months electricity bills, based on the billing cycle. The estimated electricity charges shall include total charges for the electricity to be supplied as per the tariff in force from time to time. The Board may collect the security towards meter rent on the same basis, if such meter is provided by the Board.
- ii. In cases where the consumer has enhanced or reduced the contracted demand or connected load, the security deposit shall also be enhanced or reduced accordingly. In such cases, the security deposit shall be calculated in the manner as in the case of new services.
- iii. If the applicant does not make payment of Initial Security Deposit in terms of this clause, the Board can refuse to release supply.
- iv. The Board shall appropriately adjust the security initial deposit after effecting the supply, on the expiry of two months or three months, as the case may be, following the same procedure under clause 15 (4) above.

- v. The Board shall be at liberty at any time to appropriate any security deposit towards payment or satisfaction of any money which shall become due or owing by the consumer. The balance of the security deposit shall be returned to the consumer on the termination of the agreement.

**17 Interest on Security Deposits: -**

- (1) Payment of interest charges will accrue from April 1, 2005 onwards. The interest on security deposit shall be adjusted in the invoices of the consumer during the 1<sup>st</sup> quarter of the subsequent financial year.
- (2) The accrued interest on security deposit for each financial year shall be credited to the consumers account during the first quarter of the subsequent financial year and will be adjusted against electricity bill.

**18 Refund of Security Deposit: -**

- (1) Where an agreement for supply of electricity is terminated as per the Kerala State Electricity Board Terms and Conditions of Supply 2005, the board shall refund/adjust the security deposit if any, for the amounts outstanding from the consumer to the Board, within fifteen days of the effective date of termination of the agreement:
- (2) If such refund is delayed beyond the period of 15 days as specified above, the licensee shall pay interest at twice the bank rate.

**19 Agreement for Service Connection**

- (1) Along with remittance of security deposit applicable as mentioned in Clauses 15 & 16, the consumer shall execute the service connection agreement. The premises shall not be connected unless and until the agreement is executed. Thereafter, the service shall be effected strictly in the order of priority. The consumer will be intimated the date and time at which the Board is intending to effect the service, when the consumer and the wiring contractor or his authorized agent may be present at the premises.
- (2) The service connection agreement executed by an authorized allottee within the premises owned by a Central/State Govt./Public Sector Undertaking/Co-operative Societies/Local Bodies shall be co-guaranteed by the authority effecting such allotment, failing which the procedure applicable to the service connection applied for by the occupier/tenant shall be followed.
- (3) When there is transfer of ownership or right of occupancy of the premises, the registered consumer shall intimate the transfer of right of occupancy of the premises within 7 days to the Asst. Engineer/Asst. Executive Engineer concerned. On such intimation having been received, the service shall be disconnected, after giving notice to the occupants. If the transferee desires to enjoy service connection, he shall pay the dues to the Board and apply for transfer of ownership of service connection within 15 days and execute fresh agreement and furnish additional security.

- (4) All dues to the Board from a consumer shall be the first charge on the assets of the consumer. All dues including interest shall be realized as public revenue due on land.
- (5) When there are changes in the contract demand/connected load, tariff or provisions in the 'Kerala State Electricity Board Terms and Conditions of Supply 2005', the Board may require in writing the consumer to execute a fresh agreement in the form applicable within thirty days and the consumer shall comply with the same.
- (6) In the event of no formal contract having been entered into between the Board and the consumer, the latter after once the supply of electricity has been commenced, shall be bound by the terms and conditions of supply 2005 herein set-forth. The consumer shall not refuse to enter into an agreement, if so required by the Board at any time after the supply is commenced, notwithstanding that the same has not been entered into before the supply has commenced. If the consumer fails to execute the agreement, the Board shall dismantle the services without notice and recover the dues by R.R. proceedings. In such cases, the date of commencement of contract in all cases shall be the date of commencement of supply to the consumer. If the date of commencement of supply cannot be established, the consumer shall be liable to pay the current charges plus interest for a period of six months immediately preceding the date of detection of such illegal consumption of energy.
- (7) If any consumer terminates his agreement within the period of 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/she shall be liable to pay the minimum charges for the rest of the period of the agreement.
- (8) The officers of the Board authorised to execute service connection agreement are as follows: -

|                   |   |
|-------------------|---|
| E.H.T.            | Chief Engineer (Distribution)           |
| H.T.              | Deputy Chief Engineer(Distribution)     |
| Street Light      | Executive Engineer (Distribution)       |
| L.T. Three phase  | Asst. Executive Engineer (Distribution) |
| L.T. Single phase | Asst. Engineer (Distribution)           |

## 20 Inspection and Testing

- (1) L.T. Consumer
- (a) No connection shall be made until the consumer's installation has been inspected and tested by the Engineer and found satisfactory. No charge shall be made for the first test 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 Clause 9 (1) and other periodical tests shall be charged for, in accordance with the schedule of service and miscellaneous charges as approved by the Commission. The Board does not accept responsibility with

regard to the maintenance or testing of wiring on consumer's premises.

- (b) Before taking the insulation test of the installation, the wiring must be complete in every respect. All fittings such as lamps, fans, cookers, motors etc. must be connected up, fuses inserted and all switches switched 'on' before the tests are carried out. Temporary wirings or fittings or dead ends should not be included in the installation and no part of the works should be left incomplete. The insulation resistance of the entire installation to earth shall be tested from the installation side of the Board's terminal. Motors with starters should be tested separately. In addition, the insulation between the conductors must be tested as above but with switches 'off' before the tests are carried out.
- (c) The Board shall not connect the conductors and fittings on the consumer's premises with its works unless it is reasonably satisfied that the insulation resistance of installation is in conformity with the provisions of BIS at the time of making connection.
- (d) A pressure of 500 Volts D.C. will be applied by means of an insulation Tester between the whole installations and earth and the insulation resistance to earth after one minute's electrification shall not be less than 50 mega ohms divided by the number of points on the circuits provided that the whole installation need not be required to have an insulation resistance greater than one mega ohm
- (e) The test between the poles should give at least half of the result of that to earth subject to a minimum of one mega ohm
- (f) The earth readings of the installation should be tested with an earth tester and installation should be connected to the system only if the reading is reasonable.

## (2) High Tension Consumer

- (a) All low-tension wiring and equipment in the HT consumer premises shall be tested in accordance with the conditions laid down in Clause 20(1).
- (b) Manufacturer's test certificate in respect of all H.T. apparatus shall be produced.
- (c) In addition, the Board may test the H.T. installation by applying standard test voltage in accordance with the rules in force from time to time.
- (d) Testing of a high tension installation shall, however, be taken up before the H.T. consumer applies for the safety certificate in respect of the installation from the Electrical Inspector to Government.
- (e) Inspection Fee to be paid to the Electrical Inspector for the inspection of the installation of H.T. & E.H.T. consumers shall be paid by the



consumer direct to Government in advance as per the directions of the Electrical Inspectorate.

- (f) The consumer shall connect protective relays as required under Rules and Standards prescribed by the Electrical Inspectorate. The relays of the consumer shall be got tested and co-ordinated with the relay settings of the Board by the consumer whenever so required by the Board's Engineer. The fee in this regard shall be paid by the consumer.

## **21. Service Connection**

1. When the installation satisfied the test, the Engineer shall give supply to the installation, seal the meter and cut-out and fix a Meter Card on the Meter Board. The Meter Card will contain apart from the initial meter reading, full information regarding consumer's name, premises, connected load, meter No., date of connection, tariff classification, service connection, rental, No. of outlets, size of fuse wire and meter reading date
2. The consumer is required to witness in the sealing register to be maintained by the Board in token of the meter and cut-out in his premises having been sealed by the Engineer and fitted up in proper condition.
3. The consumer shall be responsible for the safe custody of the Meter and other properties of the Board in his premises.
4. The number assigned to each installation (which will also be written on the Meter Board) should invariably be quoted in all correspondence with the Board, to ensure prompt attention by the Board.
5. Shifting of service connection from one premises to another shall not be allowed under any circumstances. However, temporary shifting of meter in the same premises shall be permitted at the request of the consumer, so as to enable him to demolish, re-construct or renovate the premises or other bonafide reasons. Such works shall be done at the cost of the consumer on deposit work basis.
6. The consumer shall not connect any appliance not covered by this terms and condition of supply in his premises.
7. Connection obtained by malpractice/misrepresentation.  
A service connection shall be treated as one obtained by malpractice/ misrepresentation with or without the connivance of the officers/staff of the Board if,
  - (a) The power and light loads are not segregated and/or capacitors of adequate rating not installed before effecting service connection when/such segregation and installation of capacitors before effecting connection are required as per these Regulations and/or Board's orders.
  - (b) The installation has not been completed in all respects and/or the machinery as required for the purpose shown in the application for connection has not been effected in good condition in the premises before the connection was effected.

- (c) The service connection has been effected before obtaining energisation sanction from the Electrical Inspector in the case of HT and EHT connections and high-rise buildings.
  - (d) The service connection has been effected overlooking priority, without valid orders issued by competent authorities.
  - (e) The service connection has been obtained after misrepresenting to the employees of the Board that the applicant is in ownership/lawful possession of the premises to which supply is required and/or that the property to be crossed over belongs to the applicant, when the fact is not so.
  - (f) More than one connection is effected in a premise for the same purpose under the same tariff except in the case of independent domestic connections with separate entrance or for a continuous process resulting in production of a single finished product.
  - (g) The service connection is obtained without observing any other formalities required by Board's Regulations, orders or rules in force.
8. Detection of connection obtained by malpractice/misrepresentation. If it is found on inspection by the APTS or any Special Squad constituted for the purpose or any other officer of the Board not below the rank of an Asst. Engineer that a service connection of a consumer has been obtained by malpractice/ misrepresentation as envisaged in Clause 21(7) above, the service connection thus obtained shall be disconnected after giving 24 hrs. Notice to the party who obtained the connection. The notice will be served to the person who obtained the connection or to any other person available in the premises. In the absence of any person to receive the notice or if the person (s) present refuse to accept the notice, the same may be pasted in some conspicuous place near the meter board and the same shall be treated as valid service of notice for the purpose of the Regulation. The supply will be restored only after all formalities as required by the Board in respect of the service connection in question are complied with.

## **22. Service Lines**

- (1) The ownership of the service line, even if the cost is borne by the consumer, rests with the Board. This will be applicable for lines constructed by the consumer paying supervision charges to the Board. The Board will be responsible for the maintenance of the service line as well as for giving new service connection. The Board is at liberty to take service lines from the Meter or cut-out or any service post of any consumer to give connection to another consumer even by crossing the property of the consumer with the consent of the owner and making the least damage possible to the consumer. Where a service line, meter or cutout etc. is utilised for giving service to another consumer, no refund or reduction in charges will be allowed to the original consumer even if he has paid the cost of the service line.

- (2) All the agreements executed prior to the date of implementation of this terms and conditions of supply shall continue for such consumers as such till the expiry of the agreements provided that these conditions are consistent . with provisions of the code.

### **23. Temporary Service**

- (1) The Board will give temporary services in places where Board's distributing mains are in existence for bonafide temporary purposes. Application for temporary supply should normally be given to the local Assistant Engineer's/Asst. Executive Engineer's Office at least three working days before the date from which supply is required. Service Connection will be given for period not exceeding six months, except in the case of seasonal loads such as, Punja pumping, sugar cane crushing etc. At the discretion of the concerned Executive Engineer, this period may be extended by one month at a time, provided that, for each month the minimum amount prescribed by the Board is paid. For temporary service also the consumer has to comply with all the formalities required for permanent service, such as application for supply, completion and test report of installation and service connection agreement. The agreement authority shall be the same as for permanent connections
- (2) For temporary services, service connection charges and current charges (assessed) should be paid in advance. Service connection charges are: -
  - (a) Actual cost of labour including transport charges for installing and dismantling the service line etc. plus 10% supervision charges.
  - (b) Hire charges of all materials returned at 2% of the cost per month. Part of a month will be treated as one month
  - (c) Cost of wastage of materials.
  - (d) Energy charges will be calculated according to the rates in force for the type of service.
- (3) In special cases such as Fairs, Construction works, Exhibitions, Religious festivals or other bonafide purposes, the Board may give temporary supply in areas where Board's distribution mains are not in existence but sub-transmission lines exist within reasonable distance.
- (4) If changing of transformers, conductor etc. is needed to effect a temporary service, the cost of such items will also be included for calculating hire charges under Para (2)(b) above.
- (5) The meter reading shall be taken at weekly intervals or at the end of the period of service whichever is shorter on the basis of which assessment shall be made and charges realised accordingly. The accounts shall be finalised at the termination of the services and balance of the advance, if any, shall be returned to the consumer. At any time, if it is found out that the consumer has already exceeded or is likely to exceed the quantum of energy for which advance charges has been realised, the consumer shall have to remit additional advance payment for the probable energy charges for the remaining period.
- (6) The electrical installation shall strictly follow the provisions of prevailing rules and it should be approved by the Electrical Inspector in charge of the

District before the temporary connection is charged. Following are the main guidelines to be observed while providing temporary connection.

- (a) The main switchboard shall be metal clad of standard construction.
- (b) The incoming and outgoing circuits shall be controlled by HRC fuse switch units of adequate rating. Rewirable fuses and cut outs should be eliminated.
- (c) As provided for in the amended rule 61(a) of the Rules an ELCB shall be provided at the point of commencement of supply.
- (d) The whole loads shall be sectionalized and each Section should be fed independently from the main switchboard.
- (e) Double insulated PVC wires shall be drawn, Overhead for each section at a height of 4 Mts. from ground supported at suitable intervals by poles of sufficient mechanical strength. Wires may be taken through cleats with guy wire run along with it at its bottom. Porcelain reel insulators may also be used in lieu of the cleats. The wires should be taken clear of thatched roofs, thatties, wooden sidewalls etc.
- (f) The enclosure of the M.S.B. shall be of non-inflammable construction (metal clad).
- (g) From the main conductor tapping may be taken using suitable connectors, the live parts being properly insulated to the loads subject to limitations prescribed under I.S.732/63. Such distribution circuits should be tapped only from the point of supports of the main conductor. An ICDP switch may be provided for controlling the loads connected to the distribution circuits. The maximum rating of circuit fuse in the DP switch should not exceed 5 amps (rewirable). That means a maximum of only 8 points/800 W should be connected to such a circuit, wired up in a looped system as provided for in I.S. When 8 points are exhausted another distribution circuit should be tapped off from the main conductor. Like that there will be number of such distribution circuits for each sectional load subject to maximum ampere capacity permitted with reference to the capacity of the main conductor for a main conductor. With a minimum of 3 main circuits for a main conductor for a temporary load, 7/20 or 7/16 PVC to PVC copper conductor will be adequate. The branch circuit shall be 3/20 PVC to PVC copper wire supported on cleats or reel insulators with bearer wire. The section of the wire inside the thatched section should be enclosed in PVC conduits so that no section of exposed wire will be in the vicinity of inflammable materials. The sub-circuit from the D.P. switch may be single insulated PVC wire taken through rigid PVC conduits, continuous earth wire No.14 SWG run through inside. Individual equipments like fans, lights etc. shall be tapped off only from junction boxes using standard connections. Such connections shall never be exposed; wire should not be taken through dents provided in the PVC circuit. The maximum length of drop from the junction boxes to a particular fitting should never exceed 60 cms. and this dropper should be a flexible conductor with adequate insulation.

- (h) For outdoor temporary lighting standard connections can be tapped off from the main conductor using standard connectors adequately insulated.
  - (i) Open wires shall never be bunched together or stretched for transmission of power.
  - (j) Outdoor and indoor fittings shall be located at inaccessible heights. Protective barriers should be provided at all other places.
  - (k) Use of plastic wire extensions shall be prohibited, and also tappings from the main conductor from a point other than the support.
  - (l) Outdoor wiring at accessible locations shall be enclosed in conduits.
  - (m) Main switchboard and the earth continuity conductors shall be connected to 2 earth electrodes as per IS. All joints in earth conductors shall be mechanically clamped or soldered.
  - (n) The whole installation should be put in charge of a competent supervisor.
  - (o) The temporary installations shall be energised only after getting the prior written approval from the Electrical Inspector.
- (7) A suitable earth leakage circuit breaker shall be provided at the point of commencement of supply where connected load exceeds 5 KW as per Rule 61 A of the Rules so that the entire installation will be disconnected from the distribution mains if a leakage exceeding the statutory limit take place
- (8) Provisions should be made for standby generator of adequate capacity for general lighting. The generator installation should conform to all the standards prescribed by the Electrical Inspectorate. The following general standards may also be observed:
- a. Generator room should be constructed of non-inflammable material.
  - b. A suitable MCB/MCCB will control the feeding from the generator.
  - c. A separate SB should be provided for distribution from generator, which should be segregated from the grid feeding.
  - d. Generator supply should not be extended to stalls, but it is intended for general lighting during emergency.
  - e. However, auditorium with a capacity of more than 400 spectators and all places where more than 400 persons are expected to gather at a given time should be brought under the generator feeding as well, but such wiring should be independent of the general wiring and only sufficient points for illuminating the whole area during emergency need be provided.

- f. Generator should be installed clear off the temporary structures.

#### **24. Defects in Consumer's Installation**

If any accident, fatal, serious or minor occurs due to electric shock from within the internal installation (or service line to this installation) the same should be immediately reported to the Asst. Executive Engineer/ Assistant Engineer's office and the Electrical Inspector to Government. In the event of any defect or current leakage being detected in the consumer's installations or apparatus connected to it, the same should be disconnected forthwith and intimated to the Asst. Executive Engineer's/Asst. Engineer's Office and the Electrical Inspector. The same should be reconnected only with the consent of the Engineer. The Board also reserves the right to disconnect the supply until the defects are rectified, giving simultaneous intimation to the consumer and the Electrical Inspector.

#### **25. Board's Supply Mains & Apparatus**

- (1) The Board shall provide its own fuse units/cut-outs for low tension consumers and circuit breakers or H.T. fuses for High Tension consumers, 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 an employee of the Board. Likewise the seals, name plates and distinguishing numbers or marks of the Board affixed on the said property shall not be interfered with or on any account broken or removed or erased except by employees of the Board duly authorised for the purpose. The point of commencement of supply of energy to a consumer shall be deemed to be the point at the outgoing terminals of the cut-outs inserted by the Board. A common control for supplier and consumer under the control of the Board shall also be permitted for H.T. consumers.
- (2) The Board may in the case of H.T. consumers grant, in writing, on application by the consumer, permission to operate the Board's terminal switches, fuses or circuit breakers for purposes of isolating consumer's H.T. apparatus in case of emergency, provided such operation by the consumer does not affect continuity of supply to other consumers and provided that the consumer agrees to bear responsibility for any accident, damage etc., due to such operation.
- (3) Every consumer shall compensate the Board in full for any damage and cost of making good any damage caused to the mains, apparatus or instruments 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, his tenants or person 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.
- (4) The Board shall have the right to use the metering point of any consumer for effecting supply to other consumers in the neighbourhood.

Permission to lay cables under, across or over the consumer's premises or for fixing apparatus upon the said premises by the Board for public purposes shall be deemed to be implied and vested with the Board. In the case of connection to private consumers, when the service lines is to be drawn across a property not belonging to the consumer, the consent of the owners of the property should be obtained in stamp paper.

## **26. Extensions, Alterations & Renovation of Installations**

Should the consumer, at any time, after the supply of energy has been commenced, desire to increase the number or wattage or capacity of lights, fans or motors etc. on his premises on a temporary or permanent basis or in any way alter the position of his wiring therein, request thereof must be made by the consumer in writing to the Board whose representative will call and inspect the alteration and, if necessary change meters and fuses and alter the service lines. For this purpose, if a single-phase service line is to be converted to three phase or change of size of conductor to meet increased maximum demand is necessitated, the work shall be done at the cost of consumer on deposit work basis. A test report signed by a licensed wiring contractor should also be produced by the consumer along with his application for extension and alteration. The consumer should remit the testing fee. Failure to give such intimation can disrupt 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. In the event of any unauthorised extensions, alterations or repairs resulting in any damage to the system of the Board, the consumer will have to pay the Board all expenses on account of such damages also.

- Note: -
1. Supply taken from the existing plug point/mains to connect up any appliance of permanent nature installed within the same premises shall be treated as additional load irrespective of length of the connected lead, if the appliances installed are for bonafide purpose.
  2. Supply taken from an existing plug point/mains to any appliance situated outside the premises will be treated as an extension. Such extensions should be taken only for temporary purposes.
  3. Supply taken from an existing plug point for temporary film shows in Government recognized Educational Institutions is exempted from payment of testing fee, even if it is an extension vide Note (1) and (2) above. However, prior intimation should be given to the local KSE Board office about this extension.
  4. If the installation remains disconnected for a period exceeding one year, the same shall be reconnected to the distribution mains only after conducting the tests prescribed above.

## **27. Street Lights**

- (1) Street lights required by a Local Body (Panchayat, Municipality or Corporation) will be installed by the KSE Board on realization of cost of installation and as per conditions and rates stipulated in the agreement in Form No.11 prescribed for street lighting, provided the financial stability for the expenditure to be incurred is certified by the District Panchayat Officer (in cases of Panchayats).
- (2) In areas where the Local Authority, is unable to finance the street lighting programme, private person's requisition for streetlights in public paths, which is approved by the Local Authority, will also be considered for execution on the same terms and conditions.
- (3) The Board will also consider installation of streetlights in Private areas where Board's distributing lines are in existence, on special terms and conditions. The energy will be metered and charged at the appropriate tariff. Hire charges will be realised for the street light fittings and mains. The bulbs initially installed, or replaced subsequently, will be at the cost of consumers. Maintenance works will be done by the Board at its own cost.
- (4) The executive authority of the local body shall execute the agreement in Form No 11 with a valid resolution to that effect and accepting the rates and conditions of the Board and passed by the local body in a duly constituted meeting. This will form part of the agreement. All agreements shall also be stamped with common seal of the local body

## **28. Restrictions of Supply**

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 as may be ordered by the State Government under the Act , or any other enactment, as amended from time to time and governing the supply and use of electricity and the rules and regulations for the time being in force there under. The Board also reserves the right to impose restrictions on the Consumer's demand during peak load hours.

## **29. Failure of Supply**

- (a) Should at any time the Board's main service fuse or fuses fail, notice thereof should be sent to the Assistant Engineer's/Assistant Executive Engineer's Office of the Board. The consumer or his representative may give the intimation of fuse off call either in person or through phone. Employees of the Board are permitted to replace these fuses in the Board's cutouts. Consumers are not allowed to replace those fuses and they will render themselves liable to pay damages if the seals on Board's apparatus are broken. The Board does not allow its employees to carry out any repairs in the consumer's installation.
- (b) In attending fuse off calls top most priority will be given to cases of fire due to short circuit, accidents like falling of distribution posts, snapping of wires, arcing in consumer's main etc.



Licensee as per clause 57 of the Act specified by the Commission shall be complied with by the Board

### **30. Access to Premises & Apparatus**

- (1) The Board or any person duly authorized by the Board with proper identification may, at any reasonable time, and on informing the occupier of his intention, enter any premises to which electricity is, or has been supplied by the Board or any premises or land, under, over, along, across in or on which the electric supply-lines or other works have been lawfully placed by the Board for the purpose of:
  - (a) Taking meter reading, inspecting, testing, repairing or altering the electric supply lines, meters, works and apparatus for the supply of electricity belonging to the Board; or
  - (b) Removing where a supply of electricity is no longer required, or where the Board is authorized to take away and cut off such supply, any electric supply lines meters, fittings, works or apparatus belonging to the Board.
  - (c) The Board or any other person authorized as aforesaid may also, in pursuance of a special order in this behalf made by an Executive Magistrate and after giving not less than 24 hours notice in writing to the occupier, enter any premises or land referred to above for any of the purposes mentioned therein
- (2) The Board or any person duly authorized by the Board may enter any premises to which electricity is to be supplied by the Board, for the purpose of examining and testing the electric wires, fittings, works and apparatus for the use of electricity belonging to the consumer. No inspection, search and seizure of any domestic places or domestic premises shall be carried out between sunset and sun rise except in the presence of an adult male member occupying such premises
- (3) Where a consumer refuses to allow the Board or any person authorized as aforesaid to enter his premises or land in pursuance of the provisions of sub-clause (1) when the Board or authorised person has so entered, refuses to allow him to perform any act which he is authorized by those sub-clause to perform, or fails to give such reasonable facilities for such entry or performance, the Board may after expiry of 24 hours from the service of a notice in writing on the consumer, cut off the supply to the consumer for so long as such refusal or failure continues.

### **31. Recovery of charges for supply.**

- (1) The Board is entitled to recover from a consumer on the basis of a bill the following
  - (a) Charges for electricity supplied based on the approved tariff in force
  - (b) Wheeling charges, surcharges, security deposit, additional surcharges applicable as approved by the Commission.
  - (c) any miscellaneous charges applicable as approved by the Commission

- (a) any tax or duty as notified by the Government
- (2) On request by the consumer, the Board shall provide a copy of its tariff applicable to the consumer at cost and clarifications sought by the consumer.
- (3) The Board shall issue the first bill in case of new installations within 2 months of providing connection.
- (4) The consumer shall inform the concerned local office of the Board if the bill is not received within 7 days of specified meter reading date or within two months in the case of new connection. The Board will take necessary steps to issue duplicate bill immediately free of cost
- (5) The Board will deliver the bill by hand or by post or courier or by any electronic means with delivery confirmation, if the Consumer agrees such arrangement.

### **32. Change of Tariff**

The change of tariff under LT from higher to a lower tariff at the request of the consumer shall be permitted in bonafide cases by the officer not below the rank of Assistant Executive Engineer. The Assistant Executive Engineer shall satisfy himself the bonafides of the requests and record the reasons while permitting change of tariff. A supplemental schedule to the original service connection agreement showing the change in classification/tariff and the date of change over to the new classification/ tariff, has also to be got executed by the consumer.

### **33. Reading of Meter & Preparation of Invoice**

- (1) Meter reading will be taken by the employees or the persons authorised by the Board and record the same.
- (2) If the Board is unable to raise a bill on meter reading due to its non-recording or malfunctioning, the Board shall issue a bill based on the previous six months average consumption. In such cases the meter shall be replaced within one month. If the average consumption for the previous six months cannot be taken due to the meter ceasing to record the consumption or any other reason, the consumption will be determined based on the meter reading in the succeeding three months after replacement of meter.
- (3) In case the Board issues a bill which covers a period not consistent with the billing period or a period during which consumer tariff changes, the Board will issue the bill on pro-rata basis for relevant periods with relevant details on the bill.
- (4) When the meter reading cannot be taken due to the premises being locked up or made inaccessible, the consumer shall be provisionally charged the average consumption for the last 6 months.
- (5) During the second instance of locked up premises, the consumer will be given a written 24-hour notice to keep open the premises at a particular date and time and give facilities for reading the meter to the Board's designated employee. If the consumer fails to keep open the premises and give facilities for taking the meter reading as aforesaid, without giving

proper reasons, the supply shall be disconnected with due notice. After taking the meter reading, the consumer shall be charged for the whole consumption since last reading less the charges already paid.

- (6) In cases where a consumer resides away from the premises and requests in writing that supply to his premises shall not be disconnected even though the meter may not be made accessible for reading, his request will be complied with, provided he is agreeable to pay the fixed/minimum charges. In such cases, the consumer shall inform the Board's Assistant Engineer concerned immediately on his return to the station and to make the meter available for reading. In such cases, the consumption if any, recorded by the meter will be taken as the consumption during the last month and not the total consumption spread over the preceding months when the meter was inaccessible. These consumers will not be entitled to any adjustment of the units consumed towards the minimum charges paid by him during the period of inaccessibility of the meter. In the event of their failure to pay the minimum charges regularly every month, the supply will be liable to be disconnected after due notice. Further, they should make the meter available for reading once in a year after giving prior intimation sufficiently in advance, for failure of which also, the supply is liable to be disconnected.
- (7) The Board shall levy fixed/minimum charges if any applicable to the consumer during the period of disconnection.
- (8) Fractions equal to and above half will be rounded off to the next higher digit and those less than half will be omitted while reckoning: -
  - (i) The maximum demand for consumer.
  - (ii) The units consumed for lighting by industrial consumers at the same rate as for power.
  - (iii) The energy to be charged to consumers whose meters are found faulty.
- (9) Any leakage of current as assessed by the Board in L.T. installations shall be charged at the respective tariff rate applicable to the purpose for which the connection is effected.

#### **34. Reading of meter on request:**

- (1) The Board will arrange for special reading of meter on an application accompanied with a fee fixed by Board from time to time for the purpose of billing if the owner or occupant vacates/changes occupancy of the premises. The application shall be given at least 15 days in advance of the said vacating of the premises for arranging special meter reading.
- (2) The Board will arrange special meter reading and issue a final bill in such cases including all arrears upto date within 7 days of meter reading.
- (3) The Bill issued on the basis of special meter reading shall include claims, if any, for the prior period and the bill amount will be final in all respects.

### **35. Contents of electricity bill: -**

- (1) The bill issued to a consumer will contain the following:
  - (a) Bill date, Name and address of issuing Office of the Board.
  - (b) Name of Consumer, Address, Consumer No.
  - (c) Period Covered by the bill;
  - (d) Type of service and the relevant tariff classification applicable to the consumer;
  - (e) The dates and values of current and previous meter readings or estimates. (If applicable);
  - (f) Energy consumption, Other billing parameters applicable, *if any*, such as contract demand / connected load, power factor, *etc*;
  - (g) Applicable charges: fixed (minimum charges)/ energy/ taxes/ rebate/ adjustments/interest/arrears;
  - (h) The amount of arrears or credits outstanding to the consumers account;
  - (i) Net amount payable;
  - (j) Due date of payment;
  - (k) Payment methods;
  - (l) Date of disconnection if payment is not made;
  - (m) Contact telephone number of Consumer Service Center of the Board for seeking clarification;
  - (n) Designation and address of authorities of the Board with whom complaints/grievances of the consumer to be lodged;
  - (o) Contact details of Consumer Grievance Redressal Forum and Ombudsman constituted under Section 42 of the Act.
- (2) The Board will provide the consumer, all information relating to previous billing period, free of charge, if requested. If the request pertains to period prior to the previous billing period, the Board will claim reasonable service charges notified from time to time.

### **36. Payment of Electricity bill**

- (1) The bill amount shall be paid by the consumer on or before the due date shown in the electricity bill.
- (2) The Board will give seven (7) days time from the bill date for payment of the bill by the consumer.
- (3) (a) The Board shall give seven (7) days time from the bill date for payment of the bill by the consumer. If the due date of payment of bills falls on public holidays, the next working day shall be treated as the due date. If the consumer fails to pay the bill issued to him within 15 (fifteen) days from the due date, the Board shall be at liberty to take action under Section 56 of the Act and to cut off the supply with a notice

- and without prejudice to the Board's right to recover the amount of bill by suit or otherwise.
- (b) If a consumer fails to remit the charges before the expiry of the date shown for the 'Disconnection' the service will be disconnected without further notice on the next working day.
  - (c) In the case of charges for street light payable by local bodies, the Director of Panchayat or Municipalities will also be informed simultaneously before the service is disconnected after 7 days' clear notice for non-payment of charges
  - (d) If the defaulting consumer is a Central or State Government Department, supply will be disconnected after 7 days clear notice for non-payment of charges.
  - (e) The supply disconnected will be reconnected only on payment of all dues and reconnection fees as per rules.
- (4) If the due date shown in the bill happens to be a holiday the due date shall be the next working day.
  - (5) In case of belated payments interest at twice bank rate based on actual number of days of delay from due date shall be charged.
  - (6) The whole amount shown in the invoice has to be remitted.
  - (7) If the arrears of dues are permitted to be paid in instalments by competent authority, the interest for the arrears shall be paid with the instalments. Interest shall not be charged for the arrears of energy charge due to delayed meter reading and consequent delay in issue of invoice, provided the consumer remits the amount on or before the due date fixed by the Board.
  - (8) The Board will adjust payments made by the consumer in the following order of priority, if permitted to remit the amount in installments
    - (a) Interest on electricity duty arrears.
    - (b) Electricity duty arrears.
    - (c) Interest on electricity charge arrears.
    - (d) Electricity charge arrears.
    - (e) Current month dues.
  - (9) L.T. consumers may remit the electricity bill in any one of the following manners:-
    - (a) By cash in collection centres of the Board (wherever this facility is available).
    - (b) By local cheque or Demand Draft. The Cheque/ Demand Draft. shall be crossed and drawn in favour of Asst. Engineer and sent by Registered Post or presented to Assistant Engineer in person.
    - (c) By M.O. payable to the Asst. Engineer.
    - (d) In Banks (wherever this facility has been introduced) specified by the Board.
    - (e) In FRIENDS collection centers of Government/Local Bodies wherever this facility is available.

- (10) HT/EHT consumers shall remit the dues in any one of the following manners: -
- (a) Demand Draft payable at Thiruvananthapuram drawn in favour of Special Officer (Revenue), KSE Board, Thiruvananthapuram-4.
  - (b) By transfer of funds to the non-operative collection account of Special Officer (Revenue), SBT, KSEB Administrative Complex Branch, Pattom, Thiruvananthapuram-4.
  - (c) By transfer of funds to the non-operative collection account with M/s. HDFC.
- (11) Consumers paying the dues by M.O./Cheque/D.D. are advised to send the same so as to reach the Asst. Engineer or the Special Officer (Revenue) as the case may be earlier than the due date to avoid any inconvenience that may arise due to belated receipt. The HT/EHT consumers paying the amount by transfer of funds shall also transfer the funds so that the amount comes in the KSEB's Account, in the SBT, KSEB Administrative Complex Branch, Pattom, Thiruvananthapuram-4 on or before the due date. The intimation regarding transfer of funds shall also be sent to the Special Officer (Revenue) so as to reach him on or before the due date. The date of payment of dues will be the date on which the M.O./ Demand Draft./Cheque are realised / the actual date of receipt of funds in the Bank (in case of transfer of funds) as the case may be. The commission charges for the M.O. or collection charges for Cheque/D.D. etc. if any shall be borne by the Consumer. The cheques are accepted in good faith of realisation in the Bank. But, if the Bank returns the cheque the consumer will be asked in writing to remit the charges at once together with the interest for belated payment if any. Cheque from a consumer will not be accepted if his Cheques are dishonoured once by the Bank. Consumer paying bills by M.O./D.D./Cheque shall furnish along with the M.O./Cheque/D.D. the consumer number, the month or months for which payment is made, his name, town or village and the premises for which the dues pertain.
- (12) In case the amount due falls into arrears, the Board will be entitled to realise the same by Revenue Recovery (Proceedings) Act, charging the expenses in connection with the same to the account of the defaulter.

### **37. Disputes in Bill**

- (1) Any complaint with regard to the accuracy of the electricity bill shall be made in writing to the officer who has issued them. Arithmetical mistakes on the face of the bill shall be corrected and revised demand issued by the officers who issued the bill. In all other cases, any correction or revision of demand shall be done only by the officers not below the rank of Executive Engineers in respect of L.T. consumers and Deputy Chief Engineer in respect of HT/EHT consumers. The correction or revision of the demand shall be made only after ascertaining the bonafides of the complaint. However, the bill should be paid on or before the due date originally fixed, and adjustment, if any, will be made only in the subsequent bills. The

amount so paid will be regarded as advance to the credit of the consumer's account until such time as the invoices in dispute are fully settled.

- (2) On a complaint by any consumer regarding the correctness of a bill, the Board will immediately carry out a review. The Board will issue a revised bill and appropriately adjust the bill amount, if the review establishes that the bill is incorrect. If in the review it was found that the consumer was overcharged, the excess amount shall be repaid within two months with interest at twice the bank rate..
- (3) While issuing a revised bill the Board will specify the amount to be recovered as a separate item in the consumer's next bill with details or as a separate bill with details for the amount.
- (4) While communicating the decision on the review of the bill, the Board will advise the consumer in writing his right to prefer an application against the decision of the Board to Consumer Grievances Redressal Forum (CGRF) and further to appeal to the Ombudsman if required.
- (5) If the Board establishes that it has undercharged the consumer either by review or otherwise, the Board may recover the amount undercharged from the consumer by issuing a bill and in such cases at least 30 days shall be given for the consumer to make payment against the bill. While issuing the bill, the Board will specify the amount to be recovered as a separate item in the subsequent bill or as a separate bill with an explanation on this account.
- (6) If it is established that after payment of the bill, the Board has overcharged the consumer, the excess amount shall be repaid within two months with interest at twice the bank rate.

### **38. Disconnection of Supply**

- (1) The Board will not disconnect supply to a consumer except in the following conditions:
  - (a) At the request of the consumer.
  - (b) The Board is mandated to do so by a person with legal authority to issue such mandate.
  - (c) The Board is entitled to do so under an agreement with the consumer.
  - (d) The Board reasonably believes that the consumer has contravened the provisions of the Code/Act/ Terms and Conditions of supply of Electrical Energy, which entitle the Board to disconnect the supply.
  - (e) The Board reasonably believes that the failure to disconnect may or is likely to cause health hazard or safety risk or damage to property or to the consumer or to any other person.
  - (f) The Board reasonably believes that the consumer's installation does not comply with the applicable rules or any other reasonable requirements prescribed by the Board.

- (g) In the case of non-payment of dues on electricity charges after giving not less than 15 clear days' notice in writing.
  - (h) The security provided by the consumer has become insufficient or the consumer fails to provide additional security as required by the Board
  - (i) The Board reasonably believes that the consumer is found to have tampered or damaged electrical plant or meter of the Board.
- (2) The Board will not disconnect the supply to a consumer under clause 38(1)(g), if the consumer deposits under protest an amount equal to the sum claimed from him or an amount calculated based on the average of past six months bills, whichever is less, pending disposal of any dispute between him and the Board.
  - (3) Due to non-payment of dues, no service connection will be disconnected after 1.00 p.m. so that the consumer gets a chance to remit the dues on the same day and get reconnection.
  - (4) If the service connection stands disconnected for more than 6 months, the Board will arrange dismantling the same on 15 days' notice.
  - (5) In the event of the supply being 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

### **39. Reconnection of Supply**

- (1) If the disconnection is for non-payment of dues, the Board will reconnect the consumer on the same day once he has settled the dues.
- (2) If the omission and commission, which lead to disconnection under clause 38(1)(b) to 38(1)(i), has been remedied then reconnection will be given immediately
- (3) The Board will charge a fee, approved by the Commission and notified from time to time, to reconnect the consumer

### **40. Rating of Installation**

- (1) In order to determine the minimum charges payable by a consumer under the appropriate tariff every installation will be rated by the Engineer when connected initially or re-rated when altered subsequently. Such rating or re-rating shall be binding on the consumers.
- (2) 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 Engineer shall determine such quantities and the same shall be binding on the consumer.
- (3) Where consumer applies to the Board for re-rating his installation due to additions or alterations in the installation, the Board shall arrange to do this on payment of the prescribed fee and the re-rating shall take effect from the date such additions or alterations were made or from the next meter reading date following the date of payment of the fee, whichever is later.



#### 41. Notice of Removal

- (1) Consumer is about to vacate or sublet their premises or intending to sell or transfer their rights over the premises should give the Asst. Engineer's Office of the Board full seven days' notice in writing, together with an opportunity for disconnecting services in the premises, otherwise the Board cannot guarantee that the meter reading will be taken on the required date. Failing such notice the registered consumer will be held responsible for energy consumed in the premises in respect of which the Board holds its agreement for the supply of energy, until the expiry of 48 hours from the first working date after notice of vacation in writing has been received at the Asst. Engineer's Office of the Board.
- (2)
  - (a) Whenever the ownership of a premises changes due to any reason, service connection shall be given as per relevant provision in Clause-19.
  - (b) In case of inheritance or succession of a building by more than one sharers who also happened to be the occupants of such building, the sharers shall authorize one of them to be their nominee or representative to execute an agreement with the Board and furnish additional security, if any, required by the Board.
  - (c) If one of the sharers is the occupant of the building inherited by more than one sharers then the service may be re-registered in the name of occupant provided he satisfies the conditions in 14(4).
- (3) When a consumer applies to the Board for temporary disconnection owing to non-tenancy/non-occupation of his house, the Board will comply with such requests subject to the following conditions:
  - (a) If the service remains disconnected for more than one month, energy charge will not be levied for that period. But, fixed charge, minimum charges if any etc will be levied even during the periods of disconnection up to a maximum period of six months.
  - (b) Normally, no service shall be kept disconnected for more than six months continuously at a time. Such services will be dismantled by the Board and the agreement determined. But, if a request is received from the consumer within six months of disconnection on bonafide grounds to keep the service disconnected beyond six months, the Asst. Executive Engineer concerned may consider each case on its own merits and extend the period of disconnection upto a maximum of 12 months, provided the consumer undertakes the responsibility for the safe custody of service mains, equipments and pay the prescribed charges.
  - (c) If the service is kept disconnected for more than one year, the service will be reconnected only after testing the installation, for which the consumer shall pay the required fee.

- (4) No service shall remain disconnected continuously for a period exceeding six months for non-payment of amount due to the Board. If the dues are not paid within the six months period of disconnection, the service shall be dismantled and agreement terminated immediately after the six months of disconnection after giving 15 days notice to the consumer. If the dues are cleared within the notice period of 15 days, the service shall be reconnected after realising the interest and other charges. If the dues are not cleared within 15 days, the service shall be dismantled and agreement terminated without further notice. The amount due to the Board shall be realised through Revenue Recovery action
- (5) Only new connection shall be given in such premises as per relevant provisions in Clause 21, except in the following cases.

The dismantled service connection of domestic, agriculture and commercial consumers if requests for reconnection, Board will take appropriate decision subject to the realization of the following dues.

- i. Entire arrears of electricity charges with upto date surcharge, interest, etc.
  - ii. Deposit work charges for dismantling and constructing the line for effecting service connection.
  - iii. Meter minimum charges upto the date of re-effecting the Service connection, Testing charges, Inspection Fee and Application Fee etc.
  - iv. Additional cash deposit, if any, required.
  - v. Charges payable to Revenue Department towards cost of proceedings in case revenue recovery action is already initiated.
- (6) In case the consumer contravenes any one of the terms and conditions of supply of electrical energy, or any one of the terms of the agreement, or any of the provisions of the Act or Rules, the Board will be at liberty to terminate the contract and dismantle the service after issuing a notice in writing to the consumer. The consumer will be given 24 hours time to furnish his explanation from the time of receipt of the notice or from the time when the notice is affixed in a conspicuous place in front of the house, in case consumer refuses to accept the notice, to furnish his explanation. Considering the explanation of the consumer, the agreement authority may pass appropriate orders.

#### **42. Accuracy of Meters**

- (1) The amount of energy supplied to a consumer will be ascertained by means of meter or meters installed and kept in good condition by the Board. The consumer will have to pay hire charges for the meter or meters.

Should the consumer dispute the accuracy of the meter installed in his premises, he may send a written application to the Asst. Engineer and pay the prescribed fee for the test. On receipt of the application and testing fee, the Asst. Engineer shall have the meter specially tested by the Board or Electrical Inspector to Govt. and where the meter is found to be beyond the limits of accuracy as prescribed in the I.E. Rules, in force from time to time, the testing fee shall be returned to the consumer and the consumer's bill adjusted in accordance with the result of the test taken with respect to the meter reading of six months prior to the month in which the dispute has arisen, due regard being paid to conditions of occupancy during the month. The faulty meter will be replaced by another one in good working order or the same will be repaired and reinstalled. If the error is found to be within the limits allowed by the I.E. Rules, the testing fee shall be forfeited to the Board and the consumer's bill shall be confirmed.

- (2) In the event of the test being undertaken by the Electrical Inspector and the meter being found to be incorrect, the period during which the meter shall be deemed to have been incorrect and the amount of energy supplied to the consumer during the period shall be decided by the Electrical Inspector.
- (3) The consumer may report any complaint regarding meter to the concerned Electrical Section. The inspection of the meter will be carried out using the standard reference meter (Single Phase/Three Phase) available in the Section office which is tested, calibrated and sealed by the Electrical Inspectorate. If meter is found faulty such meters shall be replaced immediately at the expense of the Board. If the existing meter after having found faulty is replaced with a new one, the consumption recorded during the period in which the meter was faulty shall be reassessed based on the average consumption for the previous six months prior to replacement of meter. If the average consumption for the previous six months cannot be taken due to the meter ceasing to record the consumption or any other reason, the consumption will be determined based on the meter reading in the succeeding six months after replacement of meter and excess claimed if any, shall be adjusted in the future current charge bills.

**43. Tampering, Distress or Damage to Electrical Plant, Electrical lines or meter**

- (1) A consumer shall provide and maintain sufficient protection to the metering and associated equipment to the satisfaction of the Board.
- (2) The consumer or occupant of the premises shall not tamper or permit tamper, distress or damage to the electrical plant, lines or metering equipment provided at the consumer's premises.
- (3) The Board shall provide seals or other appropriate devices in respect of metering equipment to detect the interference.
- (4) If the consumer or Board or other authorized persons discover that the protective seal of the metering equipment has been broken, he shall notify the other party (Board or consumer as the case may be) in writing immediately. The Board after receiving such notification shall replace the seal on the first occasion of visit and take meter reading, if theft is not suspected.

- (5) If it appears to the Board that the metering equipment provided for supplying electricity to the consumer is defective, the Board will test the metering equipment and repair and replace the metering equipment, as the case may be.
- (6) The cost of replacement of metering equipment as mentioned under sub-clause (5) above shall be borne by the consumer, if the Board reasonably establishes that damage to the metering equipment was due to action of the consumer. Board may deny reconnection to the consumer, if it is established that there are chances of such repeated occurrence.

#### **44. Point of Commencement of Supply**

Unless otherwise agreed, to the point of commencement of supply shall be at the

- (1) Incoming terminal of the cut out installed by the consumer in case of LT supply.
- (2) Outgoing terminal of Board's control switchgear in case of HT/EHT supply.

#### **45. System of Supply: -**

- (1) The voltage supplied by the Board will be as follows;
  - (a) Low Tension (LT) Supply
    - (i) Single phase 240 Volts between each phase and neutral.
    - (ii) Three phase 415 Volts between phases
  - (b) High Tension (HT) Supply
    - (i) Three phase 11,000 Volts (11kV) between phases.
    - (ii) Three phase 22,000 volts (22 kV) between phases
    - (iii) Three phase 33,000 Volts (33kV) between phases
  - (c) Extra High Tension (EHT) Supply
    - (i) Three phase 66,000 volts (66 kV) between phases
    - (ii) Three phase 110,000 Volts (110 kV) between phases
    - (iii) Three phase 220,000 Volts (220kV) between phases
    - (iv) Three phase 400,000 Volts (400kV) between phases
- (2) Except with the written consent of the consumer or with the sanction of the Commission the Board will not vary the voltage at the point of supply from the defined voltage under Section 45 (1)
  - (a) by more than 6 per cent in the case of low or medium voltage;
  - (b) by more than 6 per cent on the higher side or by more than 9 per cent on the lower side in the case of high voltage; and
  - (c) In the case of extra-high voltage, by more than 10 percent on the higher side or by more than 12.5 percent on the lower side

- (3) The nominal system frequency of supply will be 50 Hertz
- (4) The supply voltage for different connected loads for new connections will be as follows:

| Supply Voltage | Maximum Connected load | Maximum Contract Demand |
|----------------|------------------------|-------------------------|
| 240 V          | 5 kW                   | -                       |
| 415V           | 100 kVA                | -                       |
| 11 kV          | -                      | 3000 kVA                |
| 22 kV/33 kV    | -                      | 6000 kVA                |
| 66 kV          | -                      | 8000 kVA                |
| 110 kV         | -                      | 20000 kVA               |
| 220 kV         | -                      | >20000kVA               |

Provided that variations may be permitted in respect of Extra High Tension (EHT) consumers with the approval of the Commission

#### 46. Classification of Installation

- (1) Single phase Two wire 240 Volts.
- (a) General supply not exceeding 5000 watts.
- (b) Motive power installation below 3 H.P. in the aggregate.
- (2) Three phase Four Wire.
- 415 Volts between phase and 240 Volts between phase and neutral;  
General supply exceeding 5000 watts.
- (3) Three phase three wire
- 415 Volts between phases Motive power installation 3 H.P. and above

#### 47. General Wiring Conditions

- (1) Mains
- The consumer's mains shall in all cases be brought back to the Board's point of supply and sufficient cable (not less than one metre) shall be provided for connecting up with the Board's apparatus.
- (2) Switches and Fuses
- The consumer shall provide linked quick break main switches of requisite capacity to carry and break current in each conductor near the commencement of supply. All consumer's switches should be on phase wire and the neutral conductor where it leaves the consumer's main switch should be distinguishably marked neutral. Provided that the consumer shall provide a suitable earth leakage circuit breaker near the point of commencement of supply as per Rule 61A of I.E Rules 1956 in case the connected load exceeds 5 kW.
- (3) Balance of Installation

If the connected load of any installation exceeds 15 Amperes at 240 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 two single pole fuses shall control each main circuit. The lamps, fans or any other apparatus which the installation consists shall be so grouped that under normal working conditions the current will be balanced and no current will be flowing in the neutral wire.

#### (4) Low and Medium Voltage Supply (L.T. Supply)

For L.T. Supply upto 650 Volts, the consumer should provide a wooden/metallic/FRP board or box as the case may be, of minimum size as specified in clause 9(2), to accommodate the Board's meter and service cut-outs etc. All wires between which a difference of potential of 250 V or over exists shall be made inaccessible to unauthorised persons or enclosed in an earthed metallic casing or conduit. A 'Caution' board printed in Hindi, English and the local language of the District shall be fixed on the casing.

#### (5) Earthing

Gas or water pipes shall on no accounts be used for earthing purposes. Body of I.C. Switches should be earthed effectively. The earth resistance should be within reasonable limits and should be verified with an earth tester.

#### (6) Domestic Heating and Cooking

A special circuit for heating and cooking shall be run from the consumer's main switch. All appliances used in the bathroom for heating or washing purposes or in any damp location must be effectively earthed.

#### (7) Plugs

All plugs used in the circuit shall be of the three-pin type, the third pin being an earth connection. All plugs shall be switched on the live wire and not on the neutral.

#### (8) Wiring

Single leads shall not be allowed to be run separately in metallic conduits.

##### (a) A.C. Motor installations

Motor shall be provided with control gear so as to prevent satisfactorily the maximum current demanded from the consumer's installation exceeding the limits noted below at any time under all possible conditions. Squirrel cage motor of more than 50 HP will not be allowed to be connected to Board supply. However, in exceptional cases, the concerned Chief Engineer

reserves the right to permit connecting up of squirrel cage motors of more than 50 HP.

| Size of Installation                           | Limit of maximum starting current  |
|--|------------------------------------|
| Upto 5 H.P.                                    | Direct on line starting permitted. |
| Above 5 H.P. and up to and including 20 H.P.   | 2 times full load current          |
| Above 20 H.P. and up to and including 100 H.P. | 1.5 times full load current        |
| Above 100 H.P.                                 | 1.25 times full load current       |

(b) Motor circuits shall be controlled by a triple pole linked switch protected by no volt and over load release and fuses. It is important that the releases should be maintained in thorough working order. All motors shall comply in every respect with I.E. Rules in force from time to time. Motors of 3 H.P. and above shall be wound for three phase 415 volts between phases.

#### **48. Power Factor of Apparatus**

The power factor of the plant and apparatus owned and operated by the consumer at individual points of supply shall not be less than 0.9 (point Nine). In the case of HT/EHT consumers, if the average monthly power factor drops below 0.9, penalty will be charged at the rate of 1% of energy charge for every 0.01 fall from 0.9 power factor. For every 0.01 unit increase in power factor from 0.9 power factor, incentive at the rate of 0.15% of energy charges will be given. The penalty rate and incentive rate shall be subject to revision from time to time with the approval of the Commission. The power factor shall be determined by the ratio of the reading of the kWh and kVAh demand taken monthly, ratio being rounded off to two decimal figures. In the case of LT industrial consumers power factor correction must be made with suitable capacitors failing which penalty will be charged.

#### **49. Resale of Energy by Consumer**

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

- (1) If he holds a sanction or Licence of distribution and sale of energy.
- (2) Or under a special contract permitting him resale of energy regulated in accordance with the provisions of the contract.

#### **50. Misuse of Energy**

- (1) If on an inspection of any place or premises or after inspection of the equipment, gadgets, machines, devices found connected or used or after inspection of records maintained by any person, the Board's officer not below the rank of Assistant Engineer (assessing officer) comes to the conclusion that such person is indulging in unauthorized use of electricity, he shall provisionally assess to the best of his judgment the electricity

charges payable by such person or by any other person benefited by such use as per Section 126 of Electricity Act.

- (2) The order of provisional assessment shall be served upon the person in occupation or possession or in charge of the place or premises in such manner as may be prescribed.
- (3) The person, on whom a notice has been served under sub-section (2), shall be entitled to file objections, if any, against the provisional assessment before the assessing officer, who may, after affording a reasonable opportunity of hearing to such person, pass a final order of assessment of the electricity charges payable by such person.
- (4) Any person served with the order of provisional assessment may, accept such assessment and deposit the assessed amount with the Board within seven days.
- (5) If the assessing officer reaches to the conclusion that unauthorized use of electricity has taken place, it shall be presumed that such unauthorized use of electricity was continuing for a period of three months immediately preceding the date of inspection in case of domestic and agricultural services and for a period of six months immediately preceding the date of inspection for all other categories of services, unless the onus is rebutted by the person /occupier or possessor of such premises or place.
- (6) The assessment under this section shall be made at a rate equal to one and half times the tariff applicable for the relevant category of services specified in sub-section (5) above.
- (7) The consumer shall not keep connected to the Board's supply system any apparatus, which the Board deems to interfere with or affect supply injuriously to other consumers.
- (8) Consumers availing three-phase supply should keep their load balanced. The maximum difference in current in any two phases should not be more than 5%.
- (9) If the consumer uses energy supplied for a specific purpose under a particular tariff for a different purpose not contemplated in the contract for supply and for which higher tariff is applicable without the Board's knowledge and approval, the same will be treated as unauthorized use of energy within the meaning of the Electricity Act 2003.
- (10) Any person aggrieved by a final order of assessment under sub clause (5) & (6) above may, within thirty days of the said order, prefer an appeal in Form No.18 accompanied by the fee at the rate ordered by the Commission from time to time to the Deputy Chief Engineer of the Electrical Circle concerned.

#### **51. Unauthorised load**

Where a Low Tension Consumer exceeds the connected load and/or resorts to unauthorized additional load and if the connected load exceeds 100 KVA, the unauthorized additional load shall be disconnected by the consumer with-in twenty-four hours of detection of the unauthorized load by the Board's officers or take action to regularize the unauthorized additional load. If he fails to



disconnect the unauthorized load within the time stipulated, the power supply to the premises shall be disconnected after the expiry of twenty-four hours. A notice to this effect shall be issued to the consumer by the Board's officer immediately on detection of the unauthorized additional load.

- (1) The unauthorized additional load in case of LT/HT/EHT consumers shall be penalized as per Clause 50 (5) & (6) above.
- (2) The penalty for unauthorized additional load shall be levied till the said unauthorized additional load is removed or regularized as per rules.

If the consumer fails to pay the bill amount, the service shall be disconnected without further notice. It shall be reconnected only after payment of penalty and other charges, if any, as per rules and removal/regularization of the unauthorized additional load by the consumer

- (3) If the consumer wants to continue to connect the additional load and if total connected load exceeds 100 KVA, he has to convert the Low Tension service into High Tension for which he shall be given three months time from the date of detection of unauthorized load. But the penalty as in clause 50 (1) shall be payable by the consumer till the conversion of the service is permitted by the competent authority.
- (4) In case of Low Tension consumers whose connected load does not exceed 100 KVA but who have exceeded the contracted load by 10% by adding unauthorized additional load, the procedure mentioned in clause 50 (1) shall be applicable. The unauthorized load should be got regularized by the consumer within a period of three months on application to the Assistant Executive Engineer and after payment of additional security deposit and other charges as per rules. The regularization shall be given effect from the date of collection of additional security deposit and other charges, if any, as per rules. The Assistant Executive Engineer shall issue proceedings to this effect. Penal charges as mentioned in clause 50 (1) shall be paid till the date of payment of additional security deposit.
- (5) In the case of HT and EHT consumers the unauthorized additional load shall be got disconnected by the consumer within twenty-four hours of detection of the unauthorized load by the Board's officer or take action to regularize the unauthorized additional load. A notice to this effect shall be issued to the consumer by the Board's officer immediately on detection of the unauthorized load. If the consumer fails to disconnect the unauthorized load within the time stipulated, the power to the premises shall be disconnected after the expiry of twenty-four hours.

As per agreement, change in installation should be with the permission of the KSE Board. Hence loads connected in excess of the connected load specified in the agreement shall be the additional unauthorized load and will be treated as unauthorized MD for charging penalty.

- (6) The tariff applicable for charging the penalty shall be the HT/EHT tariff that would have been applicable for the unauthorized load depending upon the purpose for which the connection was utilized. If the consumer fails to pay the bill amount, the service shall be disconnected without further notice. It shall be reconnected only after payment of penalty and other charges, if any, as per rules and removal/regularization of the unauthorized additional load by the consumer on application before the competent authority within a period of three months from the date of detection of the unauthorized additional load.

(7) Any person aggrieved by a final order of assessment under sub clause (5) & (6) above may, within thirty days of the said order, prefer an appeal in Form No.18 accompanied by the fee at the rate ordered by the Commission from time to time to the Deputy Chief Engineer of the Electrical Circle concerned

## **52. Theft of Energy**

- (1) If any person dishonestly. -

- (a) Taps, makes or causes to be made any connection with overhead, underground or underwater lines or cables, or service wires, or service facilities of the Board; or
- (b) tampers a meter, installs or uses a tampered meter, current reversing transformer, loop connection or any other device or method which interferes with accurate or proper registration, calibration or metering of electric current or otherwise results in a manner whereby electricity is stolen or wasted; or
- (c) damages or destroys an electric meter, apparatus, equipment, or wire or causes or allows any of them to be so damaged or destroyed as to interfere with the proper or accurate metering of electricity so as to abstract or consume or use electricity shall be punishable with imprisonment for a term which may extend to three years or with fine or with both:

Provided that in a case where the load abstracted, consumed, or used or attempted abstraction or attempted consumption or attempted use:

- (i) does not exceed 10 Kilowatt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft of electricity and in the event of second or subsequent conviction the fine imposed shall not be less than six times the financial gain on account of such theft of electricity:
- (ii) exceeds 10 Kilowatt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft of electricity and in the event of second or subsequent conviction, the sentence shall be imprisonment for a term not less than six months but

which may extend to five years and with fine not less than six times the financial gain on account of such theft of electricity:

Provided further that if it is proved that any artificial means or means not authorized by the Board exist for the abstraction, consumption or use of electricity by the consumer, it shall be presumed, until the contrary is proved, that any abstraction, consumption or use of electricity has been dishonestly caused by such consumer

(2) Any officer authorized in this behalf by the Board may: -

- (a) enter, inspect, break open and search any place or premises in which the Board has reason to believe that electricity has been, is being, or is likely to be, used unauthorized.
- (b) search, seize and remove all such devices, instruments, wires and any other facilitator or article which has been, or is likely to be, used for unauthorized use of electricity.
- (c) examine or seize any books of account or documents which in the opinion of the Board shall be useful for or relevant to, any proceedings in respect of the offence under sub section (2) and allow the person from whose custody such books of account or documents are seized to make copies thereof or take extracts there from in his presence

(3) The occupant of the place of search or any person on his behalf shall remain present during the search and a list of all things seized in the course of such search shall be prepared and delivered to such occupant or person who shall sign the list:

Provided that no inspection, search and seizure of any domestic places or domestic premises shall be carried out between sunset and sunrise except in the presence of any adult male member occupying such premises.

(4) The provisions of the Code of Criminal Procedure, 1973 (2 of 1974), relating to search and seizure shall apply, as far as may be, to searches and seizure under the Act.

(5) Estimation of value of electricity abstracted, used or wasted or diverted

- (i) Where it is prima-facie established to the satisfaction of the authorized Engineer of the Board that the Consumer or his agent, servant etc., has committed / is committing an offence in terms of section 135 of the Act , such Engineer of the Licensee shall estimate the value of the electricity thus abstracted, used or wasted or diverted, for a period of six months or for such other period as may be deemed justified in the circumstance of any given case at one and half times the rate of Tariff applicable to such category of installation or at one and half times the normal Tariff applicable to the purpose for which the energy is abstracted, used or consumed or

wasted or diverted, which ever is higher and demand and collect the same by including the same in the next bill or in a separate bill. Such amount shall be deemed to be arrears of electricity charges.

- (ii) This is in addition to any criminal proceedings that may be instituted under the provisions of the Act.  
However no theft case shall be booked for breakage of window glass or seal of the energy meter when it is concluded that the consumption pattern for the last 12 months is reasonably uniform unless prima-facie evidence of theft of energy is made out.
- iii) Neither failure to launch a prosecution nor the acquittal of the Consumer in any criminal case launched against him for committal of any offence under Act or such other provision, on the ground other than that the prosecution case is false, shall bar the proceedings under the above provision.
- iv) Where any consumer or his agent or servant, etc., is/was found committing any of the offences mentioned above, the Board reserves the right to disconnect the installation forthwith and without notice.
- v) Notwithstanding anything contained in CPC 1973, Deputy Chief Engineer of the concerned Circle of the Board in the case of HT and EHT consumer and the Executive Engineer of the concerned Division of the Board in the case of other consumers may accept from any consumer or a person who committed or reasonably suspected of having committed an offence of theft of energy a sum of money by way of compounding for the offence as per Section 152 of the Act.
- vi) On the payment of such sum of money, any person or consumer, if in custody in connection with that offence shall be discharged forthwith and no other proceedings shall be instituted or continued against such consumer or person in any criminal court.
- vii) The acceptance of the sum of money for compounding of an offence shall be deemed to amount to an acquittal within the meaning of section 300 of the Code of Criminal Procedure 1973. The compounding of an offence shall be allowed only in respect of the first offence committed by any person or consumer. Any person who is convicted of an offence punishable under the Act 2003 shall be debarred from getting any supply of energy for a period which may extend to two years but which shall not be less than 3 months. The billing of charges for the period of theft assumed shall be collected in addition to the above compounding charges. However, the supply may be restored at the discretion of the Board if the Consumer pays the penal charges demanded (compounding charges Plus charges billed for the energy consumed during the period of theft) and takes such other action as may be directed by the Licensee.

viii) If any Consumer obstructs the Board's Engineer from inspecting the premises at any time, to which supply is being given, the Engineer of the Board may disconnect the supply forthwith and without notice and such obstruction shall be a prime-facie proof of prejudicial use of electricity and shall make the Consumer liable to pay the penal charges as specified above.

ix) In case of prejudicial use of power supply, the Board's engineer should draw mahazar at the time of inspection when such prejudicial use is detected. The mahazar shall be drawn in the presence of the Consumer or his representative along with two other witnesses who shall sign the mahazar report. One copy of such report shall be handed over under acknowledgment of the Consumer or his representative.

### **53. Issue of Notice**

- (1) An officer of the Board not below the rank of an Asst. Engineer is authorized to issue notice on behalf of the Board under the provisions of the Terms and Conditions of Supply of Electrical Energy
- (2) Any notice issued by the Board to the consumer shall be deemed to be duly given if addressed in writing to the consumer and delivered by hand or post to the consumer or any other person normally residing at the premises, or if there is no person on such premises to whom the same can with reasonable diligence be delivered by affixing it on some conspicuous part of such premises.
- (3) Any notice by the consumer to the Board shall be deemed to be duly given if addressed in writing to the Asst. Engineer/Asst. Executive Engineer of the Board or his higher officers as the case may be and delivered by hand and acknowledgement obtained or sent by registered post.
- (4) In addition to the methods under sub-clause (2) above, the Board may resort to any of the following means:
  - (a) through special messenger and obtaining signed acknowledgement  
or
  - (b) by telegraphic message or
  - (c) by fax or
  - (d) by e-mail
- (5) If the notice is under clause 38(1)(g), the Board will
  - (a) state that the consumer has defaulted the payment by the due date
  - (b) notify the consumer that failure to pay the amount due will entitle the Board to disconnect or restrict the supply of Services to the Premises;
  - (c) outline the availability of payment options
  - (d) outline the instalment option, if applicable

#### **54. Reservation of Rights**

- (1) Subject to any conditions laid down by the Act, the Board does not bind itself to connect any installation, unless the guaranteed revenue is sufficient to cover the cost of service and the supply of electrical energy
- (2) The Board reserves the right at any time to end, cancel, alter or add to any other conditions of supply and schedule of service and miscellaneous charges.
- (3) The Board by issue of orders in writing may exempt any consumer or group of consumers from any of the provisions of the Conditions of Supply of Electrical Energy.

#### **55. Interpretations & Saving Rights**

These Conditions shall be read and construed as being subject in all respects to the provisions of the Act and I.E. Rules 1956 until rules under the Act are made. Any of the modifications or re-enactment thereof and the rules for the time being in force there under shall also be applicable. Further, nothing contained in these conditions shall abridge or prejudice the rights of the board and the consumer under any Central Act or the State Act or Rules made there under, or the power of the State Government to relax in individual cases on its merits at its discretion any or all of the foregoing conditions

#### **56. Dispute or Differences**

- (1) An appeal on the decisions of the Board's officer taken under the provisions of "Kerala State Electricity Board Terms and Conditions of Supply, 2005" shall lie on the next higher authority.
- (2) When any difference or dispute arises as to the improper use of energy or any alleged defect in wiring, fitting, works or apparatus or such other matters, the same shall be referred to the Consumer Grievances Redressal Forum (CGRF) and further to appeal to the Ombudsman.

#### **57. Low Tension Service Connections using UG Cable**

LT Single Phase or Three phase service connections can be given using LT under ground cable at the option of the consumer subject to the following conditions.

- (1) Only OH lines will be permitted along public paths on realizing the cost as per clause 5 (2) of the Kerala State Electricity Board Terms and Conditions of Supply, 2005. LT UG cable shall be permitted to be laid in consumer's property only, after metering point, at the cost of the consumer. The cable shall conform to BIS Specification.
- (2) Weatherproof portion from service post to the metering point shall be provided on realizing the cost as per clause 5 (1) of Kerala State Electricity Board Terms and Conditions of Supply 2005.

- (3) Energy meters shall be provided at the boundary of the consumer's own property, at a height of 1.5 meters above ground level on a suitable structure and placed inside a meter box. The meter box shall be weatherproof and shall have sufficient size to accommodate the Energy meter, CT, and cutout as applicable under each case. This weatherproof box shall be provided and erected at the location fixed by the Board by the consumer at his cost. The meter box shall be installed either on the compound wall or on a permanent sturdy structure in case there is no compound wall. If the meter box is fixed on a compound wall it shall be on the side facing the property of the consumer. The location of the meter box shall be such that, there shall have easy access to facilitate meter reading. If the meter box is located on open land, it shall be protected from stray cattle etc by proper fencing all around at the cost of the consumer. The service wire from the electric post shall be strung maintaining the statutory clearance from ground level and carried to the meter box through conduit pipe supported through a post either wooden or GI pipe fixed by suitable clamps adjacent to the meter box. If GI pipe is used it shall be properly earthed along with the meter box. The cost of the supporting post, conduit pipe, fixing clamps etc are to be borne by the consumer and erected at his cost adjacent to the meter box.
- (4) Only electronics meters shall be provided for all UG Cable connections
- (5) The consumer Number, Name of Section, House Number, tariff applicable shall be painted on the box by the consumer
- (6) Proper earthing should be provided for the metering equipment as well as the supporting service pipe by the consumer at his cost
- (7) LT Lightning arrestor shall be provided at the tapping point of guy wire at the expense of consumer.
- (8) The priority applicable will as in the case of Clause 5 (1) (f) of Kerala State Electricity Board Terms and Conditions of Supply ,2005 as the case may be

#### **58. Purchase of meter by the consumer**

All new LT consumers can purchase and install electronic meters at their cost and all the existing LT consumers also can exercise an option to purchase and install energy meters at their cost. Such consumers will be exempted from payment of meter rental charges. The purchase of meters by consumer shall be made after observing the following conditions.

- i. Electronic meters with ISI mark only shall be installed.
- ii. The meter shall be got tested and sealed and certified to be confirming to IS 13779/99 and latest amendments if any by the meter testing units under the electrical inspectorate.

- iii. The meters will be of accuracy class 1 i.e. the error shall not exceed the limit of  $\pm 1\%$ .
- iv. The Board's meter shall be taken back after installation of the new meter. The final reading of the Board's meter shall be recorded by the Board and the same may be witnessed by the consumer/his representative. Bills may be prepared on the basis of existing meter reading upto the date of installation if the existing meter is in good condition and thereafter on the basis of new meter reading. If the existing meter is found faulty then the bills for the period during which the meter was faulty shall be revised on the basis of the reading as per new meter.
- v. Supplementary agreement shall be executed in a stamp paper worth Rs. 50/- by the consumer to the effect that
  - (a) The energy meter when it becomes faulty or sluggish shall be reported to the Board by the consumer and a new meter of stipulated quality and accuracy class, duly tested, sealed and certified by the Electrical Inspectorate shall be provided by the consumer at his cost for the replacement of the faulty meter or sluggish meter and Board will not be responsible for any interruption caused thereon.
  - (b) In case there is any delay in getting the faulty or sluggish meter replaced, the Board may provide meter, if available, at normal service charges as prevailing in the Board for a maximum period of one month
  - (c) If at any time Board employees find that meter installed by consumer is faulty or sluggish, notice will be issued to the consumer to provide a new meter of stipulated quality and accuracy class, duly tested, sealed and certified by the Electrical Inspectorate for replacement within a week failing which Board will replace the faulty or sluggish meter with Board's own meter for a period of one month on payment of service charges.
  - (d) If the consumer fails to get the faulty or sluggish meter replaced at his cost or to avail meter from the Board on payment of cost and service charges, within one month as specified above, he will be charged at double rate for average consumption for next one month. If he fails to get replaced the defective or sluggish meter even after the above period the power supply will be disconnected without any further notice.



# KERALA STATE ELECTRICITY BOARD

Form No: 1

## *FORM OF APPLICATION FOR SUPPLY OF ELECTRICITY*

(Vide clause 43 (1) of the Electricity Act 2003)

From

Name of applicant .....

Permanent Address.....

.....

To

The Assistant Engineer

Electrical Section, .....

Kerala State Electricity Board.

- 1) I/We.....(Name).....  
...(Age)..... (Sex).....(Nationality)..... hereby  
request you to supply electrical energy on temporary/permanent basis to the  
premises owned/occupied by me/us hereinafter described.

(The consumer shall disclose his full identity by disclosing his name and his corporate nature, i.e., whether individual, firm, corporation, educational institution etc)

- 2) I/We hereby agree to take the supply and pay for the said energy, and other dues as per Kerala State Electricity Board Terms and Conditions of Supply, 2005 for the time being in force and as amended from time to time which shall be binding upon me/us in respect of all matters therein dealt with and further declare and agree to take supply of energy for the under mentioned purposes for my/our bonafide use for a period of not less than two years from the date of commencement of the supply.
- 3) I/We also undertake to receive supply within 60/90 days (LT/HT & EHT) from the date the Board intimates that it is ready to give supply to our premises, failing which I/We undertake to pay the Board the minimum charges as may be applicable.
- 4) This requisition is for:
- a) new Service connection
  - b) re-connection
  - c) alteration to my existing installation.
  - d) temporary service connection.
  - e) Changing the ownership of the connection from the name of ..... to the name of the applicant.

5) I/We am/are the owner/owners of the premises/tenants in lawful occupation of the premises in respect of which this requisition is made in support of which documentary proof is enclosed with this application. (Documentary proof may be in the form of latest rent receipt or agreement or consent or lease in force)

6) Description of the premises:

House No./Licence/Permit number issued by local body

Land Survey No.

Street

Town/Village

District

Owner's Name

Owner's Address

(Please strike out items not applicable)

7) My/Our connected load details for which electric connection/additional load now applied for are as follows:

| Sl. No.            | Details of load * | Quantity (Nos) | Wattage of each | Total Wattage |
|--------------------|-------------------|----------------|-----------------|---------------|
|                    |                   |                |                 |               |
| <b>GRAND TOTAL</b> |                   |                |                 |               |

\* Details of load means lamp/fan/5A plug/15A plug/single phase motor/three phase motor/welding set etc. (to be listed.)

8) Necessary Meter/Meters/Metering equipment shall be provided by me/us or may be provided by the Board for which, required charges will be paid by me/us in accordance with the rules and regulations of the Board in force from time to time.

9) The wiring will be carried out by

Name of licensed wiring contractor :

His Licence No :

His full address :

10) Name of wireman:

His Licence No :

His full address :

Date :

Signature of the applicant or the person  
authorized to sign the application.

Name of applicant: (In Block letters) :

Designation of applicant and name of the institution  
on whose behalf the application is signed :

### NOTE

A person signing this form on behalf of an individual, registered firm, limited company, registered society, local body (Municipality, Panchayat, Corporation), Educational Institution etc should produce the authority of the person to sign this form. A limited company shall fully comply with the requirements under the Company's Act and also state the designation of the authorized person, resolution of the Board of Directors and one of Directors shall also sign this form with the seal of the Company affixed. The connection shall be in the name of the entity such as partnership, firm, company, etc, which shall be the consumer and not person signing the form on its behalf.

Form No: 2

**Feasibility Certificate**  
(In duplicate)

As per the application dated..... of Sri./Smt .....  
(Address).....  
.....  
..... the electric  
connection can be given by drawing..... km of LT line or by  
drawing..... metre of overhead line and .....metre of weather  
proof wire after drawing ..... Km of 11 kV line and installing  
..... kVA transformer. I am to inform that the above work can be  
completed within..... days .....months subject to availability of  
necessary clearances.

Place:

Assistant Engineer

Date:

Electrical Section

**KERALA STATE ELECTRICITY BOARD**

Form No: 3

**CONSUMER'S INSTALLATION COMPLETION REPORT**

(In Duplicate)

The particulars regarding the installation of electrical equipments given below are correct and the installations have been actually wired up and is ready for test. The installation when tested gives..... Megohms to earth..... Megohms between poles. The earth reading taken at two earth terminals in the installation are .....

- \* 1) Details  
Premises.....
- 2) Details of Installation.

| Item Number        | Particulars            | Numbers | Wattage of each | Total wattage |
|--------------------|------------------------|---------|-----------------|---------------|
| 1.                 | Light points           |         |                 |               |
| 2.                 | Fan points             |         |                 |               |
| 3.                 | 5 Amps Plugs           |         |                 |               |
| 4.                 | 15 Amps Plugs          |         |                 |               |
| 5.                 | Motor (kW)             |         |                 |               |
| 6.                 | Other power appliances |         |                 |               |
| <b>GRAND TOTAL</b> |                        |         |                 |               |

Signature of wireman:

Signature of the consumer.

Name

Licence No & date  
(of wireman)

Signature of Supervisor:  
Contractor:

Signature of the

Name

Name

Licence No & date  
(of supervisor)

Licence No & date  
(of contractor)

\* Here the details of building to which electric connection is requested such as Building Number, Survey Number, Name of place/Village/Town/District/Name of owner/ applicant etc shall be shown.

## CONSENT LETTER

I .....being the registered title holder and the absolute owner of the property comprised in Survey No:..... bearing house/ door No..... of.....Panchayath/Municipality/Corporation) do hereby give consent to my tenant Sri..... Son of ..... to wire and electrify the above said premise in his name as the consumer. The Kerala State Electricity Board is also permitted to take all steps necessary for the same.

Signature of the Property Owner

Witnesses: -

1.

2.

Form No: 5

**INDEMNITY BOND**

(In stamp paper worth Rupees 100/-)

From

To

The Assistant Engineer,  
Electrical Section, KSE Board,  
.....

I..... being the occupier of the building bearing Door No.....of..... Panchayath/Municipality/Corporation) situated in the property comprised in Survey No..... of ..... Village..... Taluk owned by Sri..... under lease/licence/permission do hereby execute this bond of indemnity promising to compensate the loss if any caused to the Kerala State Electricity Board on giving electric connection to the above premises as I could not procure necessary consent for the same from the owner of the premises.

I, in consideration of the grant of this supply to me as per the Kerala State Electricity Board Terms & Conditions of Supply 2005 for which I have executed the agreement, further agree to indemnify and keep harmless the Kerala State Electricity Board, from all damages and claims, whatsoever, including also costs of suit, original petitions and all manner of legal or other proceedings that the Board may incur or likely to incur on account of any action or threat by or at the instance of the owner of the said land/premises (whether such owner be the said Sri/Smt..... or any other) and also further agree that such loss, damages and any other money claim resulting out of the service connection being given to me without the consent of the owner of the land/premises, are also recoverable from me and my properties under the provisions of the Revenue Recovery Act, in force at the time of such recovery, or by such other proceedings as the Board may

deem fit to initiate, when I hold myself answerable to costs of such recoveries and proceeding also.

I have also made a Special deposit equal to security deposit in addition to the usual deposit returnable when the service connection agreement is terminated.

Signature of the consumer

Name:

Place:

Date:

Witnesses: -

1.

2.



## CERTIFICATE

(To be furnished by the Overseer or Sub Engineer along with the Service connection Estimate to be scrutinized by the Assistant Engineer at the time of acceptance of cash deposit).

1. The wiring has been completely checked by me and noted that the work is done as per standard specification by the Licensed wiring Contractor having License No.....
  - a) After proper enquiries in the locality it is understood that the applicant is the owner/tenant\* of the premises as noted in the application and necessary consent from the owner of the premises is obtained in the prescribed form for giving service connection to the tenant.
  - b) Necessary indemnity bond in the prescribed form has been obtained in case where consent of owner is not obtained.
  
2. The proposed service line passes only through the consumer's property/passes through the properties of \*: -
  1. Sri/Smt.....  
.....
  2. Sri/Smt.....  
.....
  3. Sri/Smt.....  
.....and necessary consent in the prescribed form has been obtained from the property owners.
  
3. The service line WP/OH proposed is the shortest from the nearest mains and there is no better/alternate possible route for giving the connection.
4. The statutory clearance both vertical and horizontal as per rules can be maintained.
5. The correct tariff is noted in the agreement as per the ruling tariff in force.

6. The consumer has signed the agreement as per latest rules.

Signature of Overseer/Sub Engineer

Place

Name

Date

Centre

The above Certificate has been verified by me before accepting the cash deposit and sufficient C.D. has been realized from the consumer.

Assistant Engineer

\* ~~strikeout~~ whichever is not applicable.

Form No: 7  
(In stamp paper worth Rupees 50/-)

## KERALA STATE ELECTRICITY BOARD

### AGREEMENT FOR THE SUPPLY OF ENERGY (LOW TENSION)

AGREEMENT made this ..... day of  
..... Month .....  
Year..... between .....  
Engineer ..... on behalf of the Kerala State  
Electricity Board (hereinafter referred to as the "Board") of the one part and  
Sri/Smt..... Son/Daughter  
of .....  
House..... Village.....  
Taluk..... District..... (hereinafter  
referred to as the "consumer") of the other part is as follows:

1. The Board shall supply to the consumer and the consumer shall take from the Board the energy required by the consumer for operating and lighting the consumer's equipments located at his premises upto a total load of ..... kW.
2. The supply to the consumer shall be in the form of..... phase alternating current at a frequency of approximately 50 Cycles per second and a voltage approximately ..... volts.
3. The consumer shall pay to the Board on demand for the energy so supplied at the tariff rates and on the Terms and Conditions of Supply in force from time to time and for all such other proper charges as become due from time to time at rates prescribed in the Kerala State Electricity Board Terms and Conditions of Supply, 2005.
4. The consumer shall deposit with the .....  
Engineer, Electrical..... the  
sum of Rs.....  
(Rupees.....) as security for  
the purpose of payment or satisfaction of all or any money which shall  
become due or owing by the consumer to the Board in respect of the  
supply of energy or otherwise under this agreement.

5. The consumer has no right to terminate the agreement having availed connection before the expiry of 2/3/7 years. After the said period the consumer may determine this agreement on giving one month clear notice in writing to the concerned Engineer.
6. The consumer hereby declares that the premises to which service connection is to be given as per his/her application is under his/her occupation as owner/tenant/occupier.
7.
  - a) All dues to the Board including penalty of the service connection effected to the premises of the consumer will be the 1<sup>st</sup> charge on the assets of the consumer and it should be realized as public revenue due on land.
  - b) Reconnection to the same premises after disconnection/dismantling will be effected only on paying the entire arrears including interest by the same consumer.
8. In case if the electric line laid for giving service connection to the premises mentioned in the schedule requires to be deviated at a later stage, all expenses found necessary for the alternation shall be met by the consumer, and if by circumstances beyond control no alternate route is feasible for maintaining supply to the said premises the consumer agrees to have the supply discontinued.
9. All dues that may become payable by the consumer under or by virtue of this Agreement by reason of breach or otherwise are recoverable under the provisions of the Revenue Recovery Act, as if they are arrears of public revenue due on land or in such other manner as the Board may deem fit.
10. The consumer hereby declares that the Book containing "Kerala State Electricity Board Terms and Conditions of Supply 2005" of the Board has been carefully pursued by him/her read to him/her and he/she agrees to be bound by the said Terms and Conditions of Supply of Electrical Energy in force from time to time, which shall always form an integral part of this agreement.
11. The consumer hereby agrees to indemnify the Board for any loss damage and cost of litigation which the Board might incur on account of giving this connection.

12. In case of any dispute regarding demand notice issued, the consumer could challenge the same as per rules only after depositing the amount claimed in the demand notice unless such payment is stayed by the competent authority.

### THE SCHEDULE TO THE AGREEMENT

1. a) Address of the premises to which power supply is sought.
- b) Permanent address of the consumer.
- c) Description of the premises.

| Village and Survey Number. | Name of Street | Corporation/ Municipality/ Panchayat | Thatched/Tiled/ Terraced |
|----------------------------|----------------|--------------------------------------|--------------------------|
|                            |                |                                      |                          |

2. Purpose for which supply is required,
3. Maximum electrical power required,
4. Details of Installation.

| Sl. No.            | Particulars of Appliances | No. of points | Wattage of each point | Total Wattage |
|--------------------|---------------------------|---------------|-----------------------|---------------|
| a)                 | Light points              |               |                       |               |
| b)                 | Plug points               |               |                       |               |
| c)                 | Fan points                |               |                       |               |
| d)                 | Motors                    |               |                       |               |
| e)                 | Other appliances          |               |                       |               |
| <b>GRAND TOTAL</b> |                           |               |                       |               |

| Length in Metre          |                   |        |                          |       |
|--------------------------|-------------------|--------|--------------------------|-------|
| Single Phase/Three Phase | O.H/Weather Cable | Proof/ | Public land/Private land | Total |
|                          |                   |        |                          |       |

5. Details of service lines.



Form No: 8  
**TEST REPORT**  
(In Duplicate) \*

|                                   |            |                |
|-----------------------------------|------------|----------------|
| Service connection No.            |            | No. of phases. |
| Purpose of Installation.          |            | Tariff.        |
| Connected load                    | 1) Wattage | 2) H.P.        |
| Service connection minimum        |            |                |
| Estimate amount and other details |            |                |
| Total length of service line.     |            |                |
| Security Deposit collected        |            |                |
| Remarks.                          |            |                |

Certified that the above consumer's installation completion report has been verified and found correct.

Signature of the Assistant Engineer:

\* The duplicate copy shall be sent to the Electrical Inspector of the District.

Form No: 9  
**KERALA STATE ELECTRICITY BOARD**  
(In duplicate)

Assistant Engineer  
Electrical Section

No:

.....

To

Date.....

Sri/Smt.....

.....

.....

Sri/Madam,

Sub: - Providing electric connection - reg.

Ref: - Your application dated .....

It is informed that in order to provide electric connection, you have to remit Rs..... as security deposit and Rs.....towards cost of the work as per clause 8 of Supply Code and Clause 4 of Kerala State Electricity Board Terms & Conditions of Supply, 2005, total Rs..... (Rupees.....only) on or before.....hours on..... (date) in this office. If you fail to remit the entire amount within the hour and date specified above, your priority will be overlooked. The priority for connection will be fixed on the basis of the serial order of the remittance of the above amount. The connected load of your installation is.....kW.

Yours faithfully,

Assistant Engineer

Office seal



Form No: 10  
(Office Copy)

**KERALA STATE ELECTRICITY BOARD**

No:

Office of the Assistant Engineer  
Electrical Section .....  
Date.....

To

Sri/Smt.....  
.....  
.....

Sir/Madam,

Sub: - Electric connection to your installation.  
Ref: - Your application dated .....

I am to inform you that your application for electric connection has been registered as Consumer No..... and your general priority number on the date of Registration is ..... The connection will be effected according to priority applicable.

Yours faithfully,

Assistant Engineer

-----  
-----  
(Consumer's Copy)

**KERALA STATE ELECTRICITY BOARD**

No:

Office of the Assistant Engineer  
Electrical Section .....  
Date.....

To

Sri/Smt.....  
.....  
.....

Sir/Madam,

Sub: - Electric connection to your installation.  
Ref: - Your application dated .....

I am to inform you that your application for electric connection has been registered as Consumer No..... and your general priority number on the date of Registration is ..... The connection will be effected according to priority applicable.

Yours faithfully,

Assistant Engineer

**AGREEMENT FOR STREET LIGHT**

(Stamp paper worth Rs. 50/-)

1. AGREEMENT made this..... day of ..... Two thousand and ..... BETWEEN the Kerala State Electricity Board (hereinafter referred to as the Board AND the ..... (hereinafter referred to as the 'Consumer') whereby it is agreed as follows:
  
2. "In consideration of the payments and undertakings on the part of the consumer, hereinafter mentioned, the Board will consider: -
  - (a) From time to time and at all times requests in writing by the consumer, to erect and install at places as may be indicated by the consumer, electric streetlights.
  
  - (b) To supply power to the said system and operate and maintain the same in good condition against supply of spares by the consumer and proper working order, during the period to which this agreement relates.
  
3. The consumer shall pay for the maintenance of the streetlights so installed at the rates fixed by Board. This rate is subject to revisions as may be made from time to time and such revised rate shall automatically form part of this agreement.
  
4. The Board shall, within fifteen days after the expiration of the first and every subsequent Calendar month from the commencement of the supply of electric energy in accordance with this agreement, deliver a bill to the consumer showing the amount payable by the consumer to the Board under this agreement and the consumer shall pay the same within one month from the delivery of such bill. In the event of the amount mentioned in such bill or any portion thereof not being paid within such period, the consumer shall, in addition to and without prejudice to the other rights and remedies of the Board, pay interest on the amount so remaining due, at the rate fixed by Regulatory Commission from time to time, from the date of bill, until payment. In case the consumer fails to pay to the Board the amounts due under this agreement within the time herein before provided for payment thereof, the Board may, after giving fifteen day's previous notice in writing to the consumer of their intention to do so, cease and discontinue the supply of electric energy, until the amount of the bill in arrears together with interest thereon and the costs incurred in the disconnection and re-connection are paid, without rendering themselves liable under this agreement for failing to supply electric energy as aforesaid.

5. The consumer agrees to take all reasonable precautions within its power to prevent damage to the poles, insulators, wires and all other plant appertaining to the said electric lighting system erected and maintained by the Board under these presents.
6. The Board shall supply electric energy for the lamps and keep the same burning each night during agreed lighting hours for all days of the month as specified in the second schedule hereto attached.
7. In the event of any change in the position of individual lamps or deviation or extension appearing desirable to both parties, the Board shall, at the request of the consumer, carry out the same on payment by the consumer of the actual costs of such change together with 10 percentage of supervision charges.
8. The supply of electrical energy under this agreement shall be available continuously during the period mentioned in paragraph (6) above except in cases of lockouts, strikes of the employees of the Board, breakdown of machinery or plant, force majeure or any other cause over which the Board has no control in any of which cases, the Board shall not be responsible for damages caused directly or indirectly to the consumer or to any other party by reason of such discontinuance of the energy but shall restore the supply as soon as they reasonably can.
9. The Board shall be at liberty, at any time, to temporarily cut off the supply, after giving previous notice in writing of their intention so to do, for the purpose of adding altering or repairing any mains, apparatus or other machinery or thing connected with these presents without in any way being responsible for claims or damages in respect of such temporary interruption.
10. The consumer shall not be at liberty, save with the written consent of the Executive Engineer, to determine this agreement, before the expiry of Five years from the date of execution of this agreement. The consumer may, at any time after the expiry of the said period of Five years, determine this agreement, by giving not less than one Month's notice in that behalf to the Executive Engineer. This agreement shall be deemed to have been terminated from the date of getting intimation in that behalf by the Executive Engineer.
11. If the consumer or the Board fails to perform and observe the covenants and conditions herein before contained, it shall be lawful for the consumer or the Board, as the case may be, at any time but subject to the preceding paragraph, determine the agreement by serving 15 days' notice in writing but such determination shall not affect any right, claim, demand or power which may have accrued to the parties hereto or be enforceable by them by virtue of these presents.

12. The Board may at any time after the expiration of, or sooner, the determination of, the said term, dismantle or remove altogether for the benefit of the Board all or any structure, lamps, switches, pipings, wires and other works, erections and conveniences which may have been erected, set up or placed by the Board, in, or upon, any of the lands belongings to the consumer and for all, or any such purpose the Board shall have power, with or without servants, workmen and machinery, to enter into any such lands of the consumer and to commence and execute such works as may be necessary.
13. This agreement shall be read and construed as subject, in all respects, to the provisions of the Electricity Act and Rules for the time being in force.
14. All sums found due to the Board under or by virtue of this agreement shall, if the Board so desire, be recovered from the consumer and his properties, movable or immovable, under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the Board may deem fit.

**The first schedule above referred to (rates)**

The second schedule above referred to (agreement regarding hours)

In witness whereof the Executive Engineer .....  
 for and on behalf of the Kerala State Electricity Board has hereunto set his hand and seal and Sri..... On behalf of the  
 ..... hereunto set their hands/his hand and the common seal of  
 the said..... hath hereunto been set in the presence of  
 ..... the day and year first above written.

Signed sealed and delivered by the  
 Above named in the presence of

Witnesses:

- 1.
- 2.

Executive Engineer  
 Acting for on behalf of and by the order and  
 directions of the Kerala State Electricity Board.

Signed sealed and delivered by the  
 Above named in the presence of

Witnesses:

- 1.
- 2.

**AGREEMENT FOR STREET LIGHT WITH METERED SUPPLY**

(Stamp paper worth Rs. 50/-)

1. AGREEMENT made this..... day of ..... Two thousand and ..... BETWEEN the Kerala State Electricity Board (hereinafter referred to as the Board AND the ..... (hereinafter referred to as the 'Consumer') whereby it is agreed as follows:
2. Board will provide the Metered supply for streetlights as per the terms and conditions enumerated hereunder.
3. For the purpose of providing metered supply for street lights, the consumer shall bear the cost of energy meters, metering arrangement, meter boxes, connecting wire, fuses, control switch etc., for the initial installation, as well as periodical replacement and installation charges as well as the charges of providing connection.

For the purpose of giving connections, the following charges shall have to be borne by the consumer.

- (i) Towards the cost of metering arrangement, meter box, connecting wire; fuse, on-off switch etc the consumer shall remit an amount fixed by the Board and approved by State Electricity Regulatory Commission per metering point which is subject to revision from time to time. This does not cover the cost for periodical replacement and installation charges and charges for providing connections.
  - (ii) The charges approved by State Electricity Regulatory Commission from time to time for initial installation and for providing connections shall be payable.
4. The consumer shall make the payment of the bill within due date mentioned in the bill. In the event of the amount mentioned in such bill or any portion thereof not being paid within such period, the consumer shall, in addition to and without prejudice to the other rights and remedies of the Board, pay interest on the amount so remaining due at the rate fixed by the Board and approved by Regulatory Commission from time to time from the date of bill until payment. In case the consumer fails to pay to the Board the amounts due under this agreement within the time herein before provided for payment thereof, the Board may, after giving fifteen day's previous notice in writing to the consumer of their intention to do so, cease and discontinue the supply of electric energy, until the amount of the bill in arrears together with interest thereon and the costs incurred in the disconnection and re-connection

are paid, without rendering themselves liable under this agreement for failing to supply electric energy as aforesaid.

5. The consumer agrees to take all reasonable precautions within its power to prevent damage to the poles, insulators, wires and all other plant appertaining to the said electric lighting system erected and maintained by the Board under these presents.
6. A standard estimate for the fabrication and installation of the meter box is shown in Annexure-1. This includes cost of meter and all other materials and labour mentioned in Para 2. The consumers shall have the option either to manufacture and erect the meter boxes including all materials as per the above specification themselves or remit the standard rate to KSE Board.
7. The specification of meter, fuses, control switch, connecting wire etc and standard design of the meter box and its installation arrangement shall be according to the prevailing standards.
8. The Installation of Meter and providing connection shall be done by the Board at the cost of the consumer. The installation of the meter box on the service post shall be such that it shall be 1.5 M above ground level to facilitate taking meter readings and operation of the on-off switch. The operation of the on-off switch shall be the responsibility of the consumer.
9. The consumer shall bear the cost of extension of overhead power lines/under ground cable wherever necessary. The amount shall be remitted in advance.
10. The consumer shall supply bulb, tube, CFL, Sodium vapour lamp etc, fittings, brackets, clamps, connecting wires, chokes, condensers, holders, fuses and all other materials for new installation as well as for periodical replacement, free of cost.
11. The meters will be the property of the consumer and they shall replace/repair the meter when they become defective at their own cost and put back into the service within two months of becoming defective. The billing for the period when the meter is defective will be done as per the standard practice followed by the KSE Board. So long as the meter is the property of the consumer, no monthly meter hire/charge is payable by them.
12. The tariff for metered supply of street light is as per tariff notifications issued from time to time.
13. Separate consumer number will be allotted to each metering point and spot billing system will be applied.
14. In the event of any change in the position of individual lamps or deviation or extension appearing desirable to both parties, the Board shall, at the request of the consumer, carry out

the same on payment by the consumer of the actual costs of such change together with 10 percentage of supervision charges.

15. The supply of electrical energy under this agreement shall be available continuously except in cases of lockouts, strikes of the employees of the Board, breakdown of machinery or plant, force majeure or any other cause over which the Board has no control in any of which cases the Board shall not be responsible for damages caused directly or indirectly to the consumer or to any other party by reason of such discontinuance of the energy but shall restore the supply as soon as they reasonably can.
16. The Board shall be at liberty, at any time, to temporarily cut off the supply, after giving previous notice in writing of their intention so to do, for the purpose of adding altering or repairing any mains, apparatus or other machinery or thing connected with these presents without in any way being responsible for claims or damages in respect of such temporary interruption.
17. The consumer shall not be at liberty, save with the written consent of the Executive Engineer, to determine this agreement, before the expiry of Five years from the date of execution of this agreement. The consumer may, at any time after the expiry of the said period of Five years, determine this agreement, by giving not less than one Month's notice in that behalf to the Executive Engineer. This agreement shall be deemed to have been terminated from the date of getting intimation in that behalf by the Executive Engineer.
18. If the consumer or the Board fails to perform and observe the covenants and conditions herein before contained it shall be lawful for the consumer or the Board, as the case may be, at any time but subject to the preceding paragraph, determine the agreement by serving 15 days' notice in writing but such determination shall not affect any right, claim, demand or power which may have accrued to the parties hereto or be enforceable by them by virtue of these presents.
19. The Board may at any time after the expiration of, or sooner the determination of, the said term, dismantle or remove altogether for the benefit of the Board all or any structure, lamps, switches, pipings, wires and other works, erections and conveniences which may have been erected, set up or placed by the Board, in, or upon, any of the lands belongings to the consumer and for all, or any such purpose the Board shall have power, with or without servants, workmen and machinery, to enter into any such lands of the consumer and to commence and execute such works as may be necessary.
20. This agreement shall be read and construed as subject, in all respects, to the provisions of the Electricity Act and Rules for the time being in force.

21. All sums found due to the Board under or by virtue of this agreement shall, if the Board so desire, be recovered from the consumer and his properties, movable or immovable, under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the Board may deem fit.

In witness whereof the Executive Engineer .....  
for and on behalf of the Kerala State Electricity Board has hereunto set his hand and seal and  
Sri..... On behalf of the  
..... hereunto set their hands/his hand and the common seal of  
the said..... hath hereunto been set in the presence of  
..... the day and year first above written.

Signed sealed and delivered by the  
Above named in the presence of

Witnesses:

- 1.
- 2.

Executive Engineer  
Acting for on behalf of and by the order and  
directions of the Kerala State Electricity Board.

Signed sealed and delivered by the  
Above named in the presence of

Witnesses:

- 1.
- 2.



Form No: 12  
(In stamp paper worth Rupees 50/-)  
**KERALA STATE ELECTRICITY BOARD**

**AGREEMENT WHERE THE LINES HAVE TO CROSS PROPERTY  
BELONGING TO STRANGERS**

AGREEMENT made this the ..... day of  
..... Month ..... Year.....  
between the Assistant Executive Engineer/ Assistant Engineer on behalf of  
the Kerala State Electricity Board (hereinafter referred to as the Board) of the  
one ..... part ..... and  
Sri/Smt.....  
..... Son/Daughter ..... of  
.....  
House..... Village.....  
Taluk..... District..... (hereinafter  
referred to as the consumer) of the other part.

Where as the consumer has applied for a service connection to  
his..... housed in Survey No.....  
of..... Village..... Taluk and  
arrangements for giving supply are being made by the Board.

And whereas it is likely that while giving that connection,  
circumstances may arise whereby the Board might become liable to pay  
compensation to third parties.

NOW THEREFORE it is hereby agreed:

1. BY THE BOARD:

To give service connection to the consumer on his satisfying the  
conditions hereinafter mentioned.

2. BY THE CONSUMER:

- a. To compensate the Board fully or extra expenses the Board might incur for the purpose of giving the said connections.
- b. To pay all amounts due to third parties by way of compensation under the provisions of the relevant Acts.
- c. To meet all the expenses of litigation connected with the obtaining of an order from the District Magistrate against third parties for the purpose of giving connection.
- d. To pay to the Board any further sum necessary in that connection.
- e. To deposit a sum equal to security deposit additionally with the Assistant Executive Engineer/Assistant Engineer on the date of the execution of this agreement for adjustment towards extra expenses to be incurred in connection with the giving of connection.
- f. To suffer all loss incurred by the Board.
- g. To suffer upon the loss due to dismantling of the service connection, where service connection has been given, on Non-payment of the dues to the Board under this agreement and
- h. To indemnify the Board for any loss, damage and costs of litigation which the Board might incur on this account.

Signed and delivered by

In the presence of

1.

1. Consumer

2.

In the presence of

1.  
Engineer/ Assistant Engineer

2.

Assistant

Executive

2.

**Agreement for the supply of EHT Energy  
(in stamp paper worth Rs. 50/-)**

THIS AGREEMENT made on the.....day of..... between the Chief Engineer (Distribution),..... for and on behalf of the Kerala State Electricity Board (hereinafter referred to as the "Board" which expression shall, where the context so admits or implies, be deemed to include its successors or assignees as well) on the one part and the.....having its Registered Office at ..... (herein after referred to as the "Consumer") on the other part, whereby it is agreed to enter into this agreement on the following terms and conditions: -

- 1 (a) The Board shall furnish to the consumer and the consumer shall take from the Board all the energy required for operation and lighting the consumer's premises at .....upto a total quantity of .....kVA (.....kVA) herein after called the contract demand. The supply to the consumers shall be in the form of 3 phase alternating current at a frequency of approximately 50 cycles per second. Power upto a maximum of .....kVA (Contract Demand) will be supplied at a voltage (pressure) of approximately .....volts
- (b) The frequency and voltage of electrical energy at the point of delivery of power to the consumer shall be subject to the fluctuations that are ordinary, usual and incidental to the generation and transmission of electrical energy, but such fluctuations shall not except owing to extraordinary reasons beyond the control of the Board, be more than plus or minus three percent (3%) on the frequency and by more than 10% on the higher side or by more than 12.5% on the lower side in the case of voltage.
- 2 (a) The point of delivery of power at .....volts shall be at the consumer's side of the ..... volts metering current transformers installed by the Board in the outdoor/indoor switchgear station at the consumer's premises.
- (b) The consumer shall provide to the Board free of charge all land or space required for the purpose of erecting the necessary control switchgear and metering equipments and allow the Board's Engineer/Officer authorized by the Government or his authorized representative to access such station at any time of the day or night

- (c) The consumer shall at his own cost provide, install and maintain suitable .....kV circuit breakers complete with protective gear on the LT side of the consumer's transformer or in his main feeders with settings of the protective relays lower than those of the EHT breakers of the Board duly approved by the Board's Engineer.
- 3 (a) The consumer shall furnish security deposit charged by the Board as per the rates approved by the State Electricity Regulatory Commission from time to time.
- (b) The consumer shall furnish security to the extent of two months probable current charges as fixed by the Chief Engineer (Distribution), ..... This is fixed in the first instance as Rs..... (Rupees.....) The consumer shall on demand in writing replenish or enhance within thirty days such security in the event of the same being found by the Chief Engineer or his authorized representative to be insufficient or exhausted and the decision of the Chief Engineer or his authorized representative in that regard shall be final and conclusive between both parties. A demand for the purpose of this clause shall be sufficient if a notice is sent by registered post giving thirty days time to comply with it. The Board shall review the adequacy of security of all consumers in the first quarter of every financial year or when tariff revision is effected based on the average consumption of the preceding financial year and charges and tariffs in force. Based on the review, the Board may demand for shortfall or refund the excess security as the case may be, by giving 30 days notice to the consumer. The mode of payment of security shall be as stipulated in the Terms and Conditions of Supply. In the event of the consumer failing to replenish or enhance the security even after demand it shall be lawful for the Board to disconnect the service.
4. The quantity of electrical power and energy supplied by the Board to the consumer shall be ascertained by means of CT/PT unit and TOD meter conforming to the specification of the Board. It shall be installed and maintained by the consumer with the approval of the officers of KSE Board.

The maintenance and replacement of the defective meters shall also be done by the consumer at their cost. They shall also do the maintenance and replacement of defective CT/PT and all other equipments owned by them at their cost. If they fail to do so, within one month of notice of intimation, they will be charged 50% extra over the rates notified in the prevailing tariff order both for demand and energy.

5. The consumer must provide at his expense a locked enclosure of a design to be approved by the Board for the purpose of housing the Board's terminal High Tension switch gear and metering equipment, in the case of indoor installation. In the case of outdoor metering installation, a fenced enclosure, duly approved by the Board, with lock and key for housing the metering equipment as mentioned above shall be provided at consumer's expense. The metering equipment shall be easily and independently accessible for the Board officials at any point of time. In no case consumers shall have physical access to the metering equipment except in the presence of the Board officials. The Board shall have access to the enclosure at all times without notice for purpose of inspecting, testing and maintenance of its apparatus. Denial of access to the metering premises for the Board officials by the consumer or his agents shall be dealt with as per provisions contained in clause 30 of the terms and conditions of supply. Unauthorised entry / attempt to enter the metering premises by the consumer or his agents shall be a valid ground for disconnection of supply to the consumer's premises after expiry of 24 hours from the service of a notice to this effect.
- 6 (a) The reading of the said meter or meters shall be taken by the accredited representatives of both the parties hereto as soon as practicable on the first day of each calendar month and recorded. The readings so recorded shall be binding and conclusive between the parties hereto, as to the basis for computing the quantity of electrical power and energy supplied under this agreement. The recording of the readings shall be in a card/book to be attached to such meters, which shall be open to the inspection of the consumer also. Payment for power and energy supplied shall be made by the consumer according to the recorded readings of the meters and at the rates specified in the schedule attached hereto or other applicable rate. Payment shall be made within fifteen days from the date of receipt of the invoice for the power supplied. In default of payment, the consumer is liable to pay interest as fixed by the Kerala State Electricity Regulatory Commission from time to time on this amount. Exact number of days delayed shall be reckoned as the number of days as such for the purpose of calculation of interest.
- (b) If the consumer fails to remit the dues within the time stipulated in clause 6 (a) it shall be lawful for the Board to cut off the supply of power after giving the notice contemplated in Section 56 (1) of the Electricity Act 2003. In that event, it shall also be lawful for the Board to adjust the security deposit towards the dues.
7. If the consumer at any time consider that any meter is not in proper order for correctly registering the quantity of the supply, he may apply to the Board's

Engineer authorized in this behalf for a special test, with a remittance of Rupees 1000/- (Rupees One Thousand only); (the amount shall be liable for revision by the Board from time to time with the approval of State Electricity Regulatory Commission). On receipt of the application and testing fee, the Board in the presence of the consumer or an agent duly authorized by him in this behalf shall cause to test the meter and if during such test, the error in the meter is found to exceed the limits of accuracy laid down in the Indian Electricity rules 1956, as amended from time to time and/or rules made under Section 55 of the Electricity Act 2003, the consumer's bill shall be adjusted in accordance with the result of the test for the previous six months from the date of test or defect unless there is satisfactory evidence to show that the meter was not registering correctly for a definite period in which case the bills shall be adjusted for such definite period not exceeding six months and the test fee shall be returned to the consumer. If, however during the test the error in the meter in dispute is found to be within the limits of accuracy laid down in the Indian Electricity Rules 1956 or the rules framed under Section 53 of Electricity Act 2003, the previous bills shall be confirmed and the test fee shall be forfeited to the Board. Testing as stated above shall be done at the instance of the Board also in which case no testing fee shall be necessary. If upon such testing the meter or meters are found to be defective the Board shall be entitled to revise the invoice as stated above and it shall be binding on the consumer.

8. In the event of any meter ceasing to register the reading during the period of such cessation shall be based on the average consumption for the six normal previous months immediately preceding the detection of the cessation of the meter. If it cannot be reckoned thus, the average consumption for the succeeding six normal months shall be taken.
- 9 (a) The consumer shall pay for all electrical energy supplied to him by the Board under this agreement and ascertained as herein before provided, at an amount calculated in accordance with the terms given in the schedule to this agreement. Nothing in this agreement shall affect the liability of the consumers to discharge the dues to the Board on account of supply of energy during the term prior to..... as per prior agreements, if any, and or as per rules, terms and conditions of supply prevalent from time to time from the date of service connection.
- (b) The rate of supply shall be the EHT tariff for ..... Consumer (Power intensive/non-power intensive) in force from time to time in the Board as stated in the schedule hereto and shall be liable for revision by the Board from time to time with the approval of State Electricity Regulatory Commission in which case the revised rate/rates shall be binding on the consumer and the levy of charges shall be at the revised rate or rates.
- (c) The EHT tariff notification in force in the Board from time to time shall form part of this agreement.

10. For the purpose of this agreement, the maximum kVA or kW demand shall be the average of the quantities of kVA or kW delivered to the point of supply of the consumer recorded during any consecutive 30 minutes period of maximum use in the month registered by the .....kV metering equipment installed near the point of supply. This is also defined as two times the largest number of kVAH supplied and taken during any consecutive thirty minutes in the month. The Board however reserves the right to shorten the above time interval in special cases, if necessary. The demand based on which the consumer will be billed for a month (Billing demand) shall be:
- (a) Actual Maximum Demand established during the month rounded to the nearest integer in kVA.  
OR
  - (b) 75% of the Contract Demand  
OR
  - (c) 50kVA, whichever is higher
11. All sums found due to the Board from the consumer under or by virtue of these presents or by reasons of the breach thereof or otherwise are recoverable under the provisions of the Revenue Recovery Act for the time being in force as if they are arrears of public revenue due on land or in such other manner as the Board may deem fit. The above provisions shall not prejudice any other remedy to which the Board may be entitled for the recovery of such moneys.
12. The Board and the consumer hereby agree that it shall be competent for either party to terminate this agreement by issue of 3 months notice, sent by registered post
- Provided always that the consumer may, at any time, with the previous consent of the Board, transfer this agreement to any other person and upon subscription by such transferee of these presents, this agreement shall become binding on the transferee and shall take effect in all respects as if the transferee had originally been party hereto in place of the consumer. But the consumer shall also be liable to the Board for all sums due from him till the date of such transfer and his liabilities till that date will not cease by virtue of the transfer.
13. The consumer shall furnish to the Board, full particulars accompanied by drawing showing the arrangement of all electrical plants and equipments installed by the consumer as also full details of loads. The plants and equipments so installed shall be of suitable design and in regard to manufacture, construction and performance, conform to the relevant Indian/International Standard Specification or other equivalent standard specifications applicable to such plants and equipments and their operation shall not be calculated to interfere with or detrimentally affect the service of the Board or the supply to any other consumers. For that purpose the following regulations shall be observed:



- (a) The power factor of the plant and apparatus owned and operated by the consumer at individual points of supply shall not be less than 0.9 (point Nine). If the average monthly power factor drops below 0.9, penalty will be charged at the rate of 1% of energy charge for every 0.01 fall from 0.9 power factor. For every 0.01 unit increase in power factor from 0.9 power factor, incentive at the rate of 0.15% of energy charges will be given. The power factor shall be determined by the ratio of the kWH and kVAH recorded monthly.
  - (b) The completed installation should be got satisfactorily tested and inspected by the Engineer of the Board authorized in this behalf and a certificate to that effect shall be produced before a power service is given
- 14 (a) The consumer shall not make any alteration in the machinery/equipment either by way of addition or substitution or transfer which may increase the obligation of the Board to supply electrical energy in excess of the agreed maximum demand (Contract Demand) and/or which may affect the supply system of the Board to its detriment. In any event the consumer shall notify the Board of the intended alterations, additions substitutions or transfers and obtain the prior approval of the Board in writing before doing any such alterations, additions, substitutions or transfers and obtain the prior approval of the Board in writing before execution of any such action.
- (b) When no such approval in writing is obtained the Board shall be entitled to cut off the supply and also reserve to charge penalty as per the terms and conditions of supply. After giving notice.
15. The consumer also agrees that when the actual maximum demand of any month exceeds the contract demand as specified in the agreement entered into between the consumer and the Board, and the Board and the consumer have not signed any new agreement as envisaged in Clause 14 (a) above, the service shall be liable to be disconnected. Also the consumer is liable to pay the excess demand charges at a percentage as shown in the tariff notification in force from time to time.
- 16 (a) The supply of electrical power under this agreement shall be available continuously except in cases of lockout, strike of the employees of the Board, breakdown of machinery or plant or flood, drought or other force majeure condition or any other cause over which the Board has no control, in any of which cases the Board shall not be responsible for any discontinuance or diminution of the supply, and not liable for any loss or damages to the consumer but shall restore the supply as soon as reasonably can.
- (b) In cases where the consumer is unable to consume energy, due to lockout, strike of employees of the consumer, major breakdown of machinery/plant, which to the satisfaction of the Board is responsible for the non-consumption

of energy, or other force majeure condition over which the consumer has no control but shall resume consumption of energy as soon as he reasonably can, he shall promptly intimate the Board the reasons for such non-consumption. In any event the consumer shall be bound to pay to the Board the minimum annual revenue guaranteed by the consumer and specified in the schedule to this agreement, irrespective of the question as to whether any energy has been consumed or not, whatever be the reason for non-consumption and also irrespective of the actual quantity consumed. Annual minimum guaranteed amount shall be assessed taking Demand charges, irrespective of energy charges. Financial year will be reckoned for computing the minimum guaranteed amount. However, the Board shall have the right to take periodical shut down as and when required for the purpose of routine maintenance after giving reasonable notice to the consumer and no claim for rebate or refund of charges on this account shall be entertained by the Board

17. If at any time the consumer is prevented from receiving or using the electrical energy to be supplied under this agreement either in whole or in part owing to lockout, strike of employees of the consumer, major breakdown of machinery/plant, which to the satisfaction of the Board is responsible for the non-consumption of energy, or other force majeure condition over which the consumer has no control but shall resume consumption of energy as soon as he reasonably can, then the minimum charge payable by the consumer for each month in which the consumer is so prevented shall be reduced for the time being in proportion to the ability of the consumer to take such power, the ability being reckoned proportional to the energy consumed during the month in question in relation to the average consumption for six normal months immediately preceding the said period. During such period, the billing demand will be the highest of the following.
- a. Recorded Maximum Demand during the month in kVA.
  - b. 
$$\frac{\text{Consumption during the month}}{\text{Average consumption for six normal months}} \times \text{Contract demand in kVA}$$
 Immediately preceding the lockout period.
  - c. 50 kVA

The rebate in Demand charges admissible will be difference of actual demand charges collected and the Demand charges based on the billing demand as worked out above.

This will be without prejudice to the provisions contained in clause 16 above. Also periods of non-consumption of less than seven days consecutive, will not be considered for operation of this clause.

18. In this agreement, unless the context otherwise requires

- (a) the word “Act” wherever it occur shall mean the Electricity Act 2003 as amended from time to time or such other enactment governing the supply and use of electrical energy as may be in force for the time being and
- (b) the words “Rules” and/or “Regulation” wherever they occur shall mean the rules and regulations for the time being in force made by the Government/KSERC/or by the Board.
19. If the consumer dishonestly indulges in theft of power by adopting the means as specified in Section 135 of Electricity Act 2003 then the consumer shall be punishable with imprisonment for a term which may extend to three years or fine or with both. For theft of electricity involving load abstraction not exceeding 10 kilowatt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft and in the event of second or subsequent conviction the fine imposed shall not be less than six times the financial gain on account of such theft. Similarly for theft of electricity involving load abstraction or consumption exceeding 10 kilowatt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft and in the event of second or subsequent conviction, the sentence shall be imprisonment for a term not less than six months with fine not to be less than six times the financial gain on account of such theft. This section further provides interalia, that without prejudice to the provisions of the Code of Criminal Procedure, 1973 relating to search and seizure any person authorized by Government may enter, any premises inspect and search vehicle or other place and may use such minimum force as may be necessary, seize any means used for theft of electricity, require the consumer to produce any books of account etc. Theft of electricity, penalties imposed and inspection by authorized officer are in accordance with Section 135 of Electricity Act 2003.

(1)

Notwit

withstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), the Government or any officer authorized by it in this behalf may accept from the consumer who is reasonably suspected of having committed an offence of theft of electricity punishable under the Act, a sum of money by way of compounding of the offence as specified in the Table below:

| Sl. No. | Nature of Service    | Rate at which the sum of money for compounding to be collected per kilo Volt Ampere (kVA) of contracted demand |
|---------|----------------------|--|
| 1.      | Industrial Service   | Twenty thousand rupees   |
| 2.      | Commercial Service   | Ten thousand rupees  |
| 3.      | Agricultural Service | Two thousand rupees  |
| 4.      | Other Services       | Four thousand rupees   |

The Government may, by notification in the Official Gazette, amend the rates specified in the Table above.

- (2) On payment of the sum of money in accordance with subsection (1) the consumer in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against the consumer in any Criminal court.
- (3) The acceptance of the sum of money for compounding an offence in accordance with subsection (1) by the Government or an officer empowered in this behalf shall be deemed to amount to an acquittal within the meaning of Section 300 of the Code of Criminal Procedure, 1973 (2 of 1974).

The compounding of offences is in accordance with Section 152 of Electricity Act 2003.

- 20. The Terms and Conditions of supply published by the Board as amended from time to time and the rules and regulations made under Act 2003 shall deemed to be part of this agreement and the provisions therein which are not contradictory to the provisions made herein as also the statutory obligations under the Act/or Rules shall also be binding on the consumer.
- 21. Previous agreements, if any, between the consumer and the Board shall stand terminated with effect from the date of execution of this agreement. However the liability and the assets of the consumer under the prior agreement shall continue under this agreement also. The Arbitration clause if any in the prior agreement shall stand repealed by this agreement and the Arbitration clause shall not be applicable to any dispute claims between the parties arising under the prior agreement or under this agreement.
- 22. The schedule appended hereto shall form part of this agreement. The minimum revenue per year guaranteed by the consumer in the schedule shall be subject to revision from time to time as per rules and tariff in force from time to time and such revised minimum revenue per year determined by the Board shall be payable by the consumer.

23. **SCHEDULE**

|   |  |                                |
|---|--|--------------------------------|
| 1 | Description of the premises at which the supply is to be given |                                |
| 2 | Purpose for which the supply is to be given                    | Power and lighting the factory |
| 3 | Rate for supply  |                                |
| 4 | Maximum Electrical Power required by the consumer              | .....kVA at<br>.....volt       |
| 5 | Connected load   | ..... kVA                      |

|   |  |   |
|---|--|---|
| 6 | Minimum revenue per year guaranteed by the consumer by way of demand charges | Twelve times the demand charges per month corresponding to 75% of the Contract Demand at the ruling rates |
|---|--|---|

24. Approved Drawings shall be part of this agreement.

**In WITNESS** where of ..... for and on behalf of the Kerala State Electricity Board and S/s..... for and on behalf of the consumer have set their hands and seals on the ..... day of the month of ..... Two thousand and ..... First above written.

**SIGNATURE OF THE CHIEF ENGINEER  
CONSUMER**

**SIGNATURE OF THE**

**WITNESSES:**  
(For the Chief Engineer)

**WITNESSES:**  
(For the Consumer)

1

1

2

2

Form No: 14  
**Agreement for the supply of HT Energy**  
**(in stamp paper worth Rs. 50/-)**

**THIS AGREEMENT** made on the.....day of..... between the Deputy Chief Engineer, Electrical Circle, ..... for and on behalf of the Kerala State Electricity Board (hereinafter referred to as the "Board" which expression shall, where the context so admits or implies, be deemed to include its successors or assignees as well) on the one part and the.....having its Registered Office at ..... (herein after referred to as the "Consumer") on the other part, whereby it is agreed to enter into this agreement on the following terms and conditions: -

- 1 (a) The Board shall furnish to the consumer and the consumer shall take from the Board all the energy required for operation and lighting the consumer's premises at .....upto a total quantity of .....kVA (.....kVA) herein after called the contract demand. The supply to the consumers shall be in the form of 3 phase alternating current at a frequency of approximately 50 cycles per second. Power upto a maximum of .....kVA (Contract Demand) will be supplied at a voltage (pressure) of approximately .....volts
- (b) The frequency and voltage of electrical energy at the point of delivery of power to the consumer shall be subject to the fluctuations that are ordinary, usual and incidental to the generation and transmission of electrical energy, but such fluctuations shall not, except owing to extraordinary reasons beyond the control of the Board, be more than plus or minus three percent (3%) on the frequency and by more than 6% on the higher side or by more than 9% on the lower side in the case of voltage.
- 2 (a) The point of delivery of power at .....volts shall be at the consumer's side of the ..... volts metering current transformers installed by the Board in the outdoor/indoor switchgear station at the consumer's premises.
- (b) The consumer shall provide to the Board free of charge all land or space required for the purpose of erecting the necessary control switchgear and metering equipments and allow the Board's Engineer/Officer authorized by the Government or his authorized representative to access such station at any time of the day or night
- (c) The consumer shall at his own cost provide, install and maintain suitable .....kV circuit breakers complete with protective gear on the LT side of the consumer's transformer or in his main feeders with settings of the protective relays lower than those of the HT breakers of the Board duly approved by the Board's Engineer.
- 3 (a) The consumer shall furnish security deposit charged by the Board as per the rates approved by the commission from time to time.
- (b) The consumer shall furnish security to the extent of two months probable current charges as fixed by the Deputy Chief Engineer, ..... This is fixed in the first instance as Rs..... (Rupees.....) The consumer shall on demand in writing replenish or enhance within ten days such security in the event of the same being found by the Deputy Chief Engineer or his authorized representative to be insufficient or exhausted and the decision of the Deputy Chief Engineer or his authorized representative in that regard shall be final and conclusive between both parties. A demand for the purpose of this clause shall be sufficient if a notice is sent by registered post giving ten days time to comply with it. The Board shall review the adequacy of security of all consumers in the first quarter of every financial year or when tariff revision is effected based on the average consumption of the preceding financial year and charges and tariffs in force. Based on the review, the Board may demand for shortfall or refund the excess security as the case may be, by giving 30 days notice to the consumer. The mode of payment of security shall be as stipulated in the Terms and Conditions of Supply. In the event of the consumer failing to replenish or enhance the security even

after demand it shall be lawful for the Board to disconnect the service even without any further notice and in that event the Board shall not be liable for the loss, if any, sustained by the consumer on that account. (Clause 13.5 of Supply Code)

4. The quantity of electrical power and energy supplied by the Board to the consumer shall be ascertained by means of CT/PT unit and TOD meter confirming to the specification of the Board. It shall be installed and maintained by the consumer with the approval of the officers of KSE Board.

The maintenance and replacement of the defective meters shall also be done by them at their cost. They shall also do the maintenance and replacement of defective CT/PT and all other equipments owned by them at their cost. If they fail to do so, within one month of notice of intimation, they will be charged 50% extra over the rates notified in the prevailing tariff order both for demand and energy.

5. The consumer must provide at his expense a locked enclosure of a design to be approved by the Board for the purpose of housing the Board's terminal High Tension switchgear and metering equipment, in the case of indoor installation. In the case of outdoor metering installation, a fenced enclosure, duly approved by the Board, with lock and key for housing the metering equipment as mentioned above shall be provided at consumer's expense. The metering equipment shall be easily and independently accessible for the Board officials at any point of time. In no case consumers shall have physical access to the metering equipment except in the presence of the Board officials. The Board shall have access to the enclosure at all times without notice for purpose of inspecting, testing and maintenance of its apparatus. Denial of access to the metering premises for the Board officials by the consumer or his agents shall be dealt with as per provisions contained in clause 30 of the terms and conditions of supply. Unauthorised entry / attempt to enter the metering premises by the consumer or his agents

shall be a valid ground for disconnection of supply to the consumer's premises after expiry of 24 hours from the service of a notice to this effect.

- 6 (a) The reading of the said meter or meters shall be taken by the accredited representatives of both the parties hereto as near as soon as practicable on the first day of each calendar month and recorded. The readings so recorded shall be binding and conclusive between the parties hereto, as to the basis for computing the quantity of electrical power and energy supplied under this agreement. The recording of the readings shall be in a card/book to be attached to such meters, which shall be open to the inspection of the consumer also. Payment for power and energy supplied shall be made by the consumer according to the recorded readings of the meters and at the rates specified in the schedule attached hereto or other applicable rate. Payment shall be made within fifteen days from the date of receipt of the invoice for the power supplied. In default of payment, the consumer is liable to pay interest as fixed by the Kerala State Electricity Regulatory Commission from time to time on this amount. Exact number of days delayed shall be reckoned as the number of days as such for the purpose of calculation of interest.
  - (b) If the consumer fails to remit the dues within the time stipulated in clause 6 (a) it shall be lawful for the Board to cut off the supply of power after giving the notice contemplated in Section 56 (1) of the Electricity Act 2003. In that event, it shall also be lawful for the Board to adjust the security deposit towards the dues.
7. If the consumer shall at any time consider that any meter is not in proper order for correctly registering the quantity of the supply, he may apply to the Board's Engineer authorized in this behalf for a special test, with a remittance of Rupees 1000/- (Rupees One Thousand only); (the amount shall be liable for revision by the Board from time to time with the approval of State Electricity Regulatory Commission). On receipt of the application and testing fee, the Board in the presence of the consumer or an agent duly authorized by him in this behalf shall cause to test the meter and if during such test, the error in the meter is found to exceed the limits of accuracy laid down in the Indian Electricity rules 1956, as amended from time to time and/or rules made under Section 55 of the Electricity Act 2003, the consumer's bill shall be adjusted in accordance with the result of the test for the previous six months from the date of test or defect unless there is satisfactory evidence to show that the meter was not registering correctly for a definite period in which case the bills shall be adjusted for such definite

period not exceeding six months and the test fee shall be returned to the consumer. If, however during the test the error in the meter in dispute is found to be within the limits of accuracy laid down in the Indian Electricity Rules 1956 or the rules framed under Section 53 of Electricity Act 2003, the previous bills shall be confirmed and the test fee shall be forfeited to the Board. Testing as stated above shall be done at the instance of the Board also in which case no testing fee shall be necessary. If upon such testing the meter or meters are found to be defective the Board shall be entitled to revise the invoice as stated above and it shall be binding on the consumer.

8. In the event of any meter ceasing to register the reading during the period of such cessation shall be based on the average consumption for the six normal previous months immediately preceding the detection of the cessation of the meter. If it cannot be reckoned thus, the average consumption for the succeeding six normal months shall be taken.
- 9 (a) (i) This agreement shall be deemed to have come into force with effect from ..... and the prior agreement if any is hereby repealed and abrogated by this agreement.  
  
(ii) The consumer shall pay for all electrical energy supplied to him by the Board under this agreement and ascertained as herein before provided, at an amount calculated in accordance with the terms given in the schedule to this agreement. Nothing in this agreement shall affect the liability of the consumers to discharge the dues to the Board on account of supply of energy during the term prior to..... as per prior agreements, if any, and or as per rules, terms and conditions of supply prevalent from time to time from the date of service connection.
- (b) The tariff applicable shall be as per tariff notifications in force from time to time for the category of service shown in the schedule. The consumer also agrees that the Board will be free to alter the method of billing whenever it chooses to do so. The tariff notifications issued by the Board from time to time with the approved of SERC shall form part of this agreement and this agreement shall stand modified to that extent.
10. For the purpose of this agreement, the maximum kVA demand will be the average of the quantities of kVA delivered to the point of supply of the consumer recorded during any consecutive 30 minutes period of maximum use in the month registered by the .....kV metering equipment installed near the point of supply. This is also defined as two times the largest number of kVAH supplied and taken during any consecutive thirty minutes in the month. The Board however reserves the right to shorten the above time interval in special cases, if necessary. The demand based on which the consumer will be billed for a month (Billing demand) shall be:
  - (a) Actual Maximum Demand established during the month rounded to the nearest integer in kVA.  
OR
  - (b) 75% of the Contract Demand  
OR
  - (c) 50kVA, whichever is higher
11. All sums found due to the Board from the consumer under or by virtue of these presents or by reasons of the breach thereof or otherwise are recoverable under the provisions of the Revenue Recovery Act for the time being in force as if they are arrears of public revenue due on land or in such other manner as the Board may deem fit. The above provisions shall not prejudice any other remedy to which the Board may be entitled for the recovery of such moneys.
12. The Board and the consumer hereby agree that it shall be competent for either party to terminate this agreement by issue of 3 months notice, sent by registered post

Provided always that the consumer may, at any time, with the previous consent of the Board, transfer this agreement to any other person and upon subscription by such transferee of these presents, this agreement shall become binding on the transferee and shall take effect in all respects as if the transferee



had originally been party hereto in place of the consumer. But the consumer shall also be liable to the Board for all sums due from him till the date of such transfer and his liabilities till that date will not cease by virtue of the transfer.

13. The consumer shall furnish to the Board, full particulars accompanied by drawing showing the arrangement of all electrical plants and equipments installed by the consumer as also full details of loads. The plants and equipments so installed shall be of suitable design and in regard to manufacture, construction and performance, conform to the relevant Indian/ International Standard Specification or other equivalent standard specifications applicable to such plants and equipments and their operation shall not be calculated to interfere with or detrimentally affect the service of the Board or the supply to any other consumers. For that purpose the following regulations shall be observed:
- (a) The power factor of the plant and apparatus owned and operated by the consumer at individual points of supply shall not be less than 0.9 (point Nine). If the average monthly power factor drops below 0.9, penalty will be charged at the rate of 1% of energy charge for every 0.01 fall from 0.9 power factor. For every 0.01 unit increase in power factor from 0.9 power factor, incentive at the rate of 0.15% of energy charges will be given. The power factor shall be determined by the ratio of the kWh and kVAh recorded monthly.
- (b) In the case of HT Industrial Consumers,
- (i) When  
the total connected lighting load for the factory is less than 5% of the connected load for power it can be tapped of the power mains without segregation. When the lighting load exceeds this limit, the whole lighting load shall be segregated and metered by a submeter and the lighting consumption in excess of ten percent of the consumption for power proper shall be charged at 10% per unit (kWh) extra, which rate shall be liable for revision by the Board from time to time in which case the revised rate shall be binding on the consumer.
- (ii) When  
the colony supply is taken from consumer's HT supply, it shall be segregated and metered by means of a sub meter and the consumption will be charged at 10% Per unit (kWh) extra, which rate shall be liable for revision by the Board from time to time in which case the revised rate shall be binding on the consumer.
- Where segregation in respect of factory lighting and colony supply is obligatory as stated in clauses (i) and (ii) above, but the consumer fails to segregate, his monthly energy charges as per the normal tariff applicable will be increased by 20% or by such other percentages as fixed by the Board from time to time in which case the revised rate shall be binding on the consumer
- (c) The completed installation should be got satisfactorily tested and inspected by the Engineer of the Board authorized in this behalf and a certificate to that effect shall be produced before a power service is given
- 14 (a) The consumer shall not make any alteration in the machinery/equipment either by way of addition or substitution or transfer which may increase the obligation of the Board to supply electrical energy in excess of the agreed contract demand and/or which may affect the supply system of the Board to its detriment. In any event the consumer shall notify the Board of the intended alterations, additions substitutions or transfers and obtain the prior approval of the Board in writing before doing any such alterations, additions, substitutions or transfers and obtain the prior approval of the Board in writing before execution of any such action.
- (b) When no such approval in writing is obtained the Board shall be entitled to cut off the supply and also reserve to charge penalty as per the terms and conditions of supply.
- (c) If on an inspection of the premises or after inspection of the equipments, gadgets machines, devices or

records maintained by the consumer if the assessing officer, comes to the conclusion that such person is indulging unauthorized use of electricity, he shall provisionally assess to the best of his judgment the electricity charges payable by such persons or by any other persons benefited by such use.

The person on whom a notice has been served shall be entitled to file objections if any against the provisional assessment before the assessing officer, who shall after affording a reasonable opportunity of hearing, pass a final order of assessment. On receipt of the order of provisional assessment amount accept such assessment and deposit the assessed amount with the Board within seven days of service of such order upon him.

If the assessing officer reaches to the conclusion that unauthorized use of electricity has taken place, it shall be presumed that such unauthorized use of electricity was continuing for a period of three months immediately preceding the date of inspection in case of domestic & agriculture services and for a period of six months immediately preceding the date of inspection for all other categories of services, unless the onus is rebutted by the person occupier or possessor of such premises or place. The assessment shall be made at a rate equal to one and half times the tariff applicable for the relevant category of services. The provisional assessment shall be made, objections if any filed deposit the assessed amount by the consumer with the Board etc are to be in accordance with Section 126 of the Electricity Act 2003.

Any person aggrieved by a final order of assessment may within 30 days of the said order, prefer an appeal as specified by the State Electricity Regulatory Commission to an appellate authority prescribed in accordance with Section 127 of Electricity Act 2003.

15. The consumer also agrees that when the actual maximum demand of any month exceeds the contract demand as specified in the agreement entered into between the consumer and the Board, and the Board and the consumer have not signed any new agreement as envisaged in Clause 14 (a) above, the service shall be liable to be disconnected without notice. Also the consumer is liable to pay the excess demand charges at a percentage as shown in the tariff notification in force from time to time.
- 16 (a) The supply of electrical power under this agreement shall be available continuously except in cases of lockout, strike of the employees of the Board, breakdown of machinery or plant or flood, drought or other force majeure condition or any other cause over which the Board has no control, in any of which cases the Board shall not be responsible for any discontinuance or diminution of the supply, and not liable for any loss or damages to the consumer but shall restore the supply as soon as reasonably can.
- (b) In cases where the consumer is unable to consume energy, due to lockout, strike of employees of the consumer, major breakdown of machinery/plant, which to the satisfaction of the Board is responsible for the non-consumption of energy by the consumer, or other force majeure condition over which the consumer has no control but shall resume consumption of energy as soon as he reasonably can, he shall promptly intimate the Board the reasons for such non-consumption. In any event the consumer shall be bound to pay to the Board the minimum annual revenue guaranteed by the consumer and specified in the schedule to this agreement, irrespective of the question as to whether any energy has been consumed or not, whatever be the reason for non-consumption and also irrespective of the actual quantity consumed. Annual minimum guaranteed amount shall be assessed taking Demand charges, irrespective of energy charges. Financial year will be reckoned for computing the minimum guaranteed amount. However, the Board shall have the right to take periodical shut down as and when required for the purpose of routine maintenance after giving reasonable notice to the consumer and no claim for rebate or refund of charges on this account shall be entertained by the Board
17. If at any time the consumer is prevented from receiving or using the electrical energy to be supplied under this agreement either in whole or in part owing to lockout, strike of employees of the consumer, major breakdown of machinery/plant, which to the satisfaction of the Board is responsible for the non-consumption of energy by the consumer, or other force majeure condition over which the consumer has no control but shall resume consumption of energy as soon as he reasonably can, then the minimum charge payable by the consumer for each month in which the consumer is so prevented shall be reduced for the time being in proportion to the ability of the consumer to take such power, the ability being reckoned proportional to the energy consumed during the month in question in relation to the average

consumption for six normal months immediately proceeding the said period. During such period, the billing demand will be the highest of the following.

- (a) Recorded Maximum Demand during the month in kVA.
- (b)  $\left. \begin{array}{l} \text{Consumption during the month} \\ \text{Average consumption for six normal months} \\ \text{Immediately preceding the lockout period.} \end{array} \right\} \times \text{Contract demand in kVA}$
- (c) 50kVA

The rebate in Demand charges admissible will be difference of actual demand charges collected and the Demand charges based on the billing demand as worked out above.

This will be without prejudice to the provisions contained in clause 16 above. Also periods of non-consumption of less than seven days consecutive, will not be considered for operation of this clause.

- 18. In this agreement, unless the context otherwise requires
  - (a) the word "Act" wherever it occur shall mean the Electricity Act 2003 as amended from time to time or such other enactment governing the supply and use of electrical energy as may be in force for the time being and
  - (b) the words "Rules" and/or "Regulation" wherever they occur shall mean the rules and regulations for the time being in force made by the Government/or by the Board.
- 19 (a) The consumer agrees, that if the supply given under this agreement is utilized for purpose other than that shown in the schedule annexed hereto to remit the amount he may be charged for the entire supply as if the tariff applicable is the highest one in vogue in the Board for the various uses put to by him for the entire period.
- (b) [Applicable to seasonal consumers only]
  - (i) The consumer having registered with the Board as a seasonal consumer specifying the periods during which the supply is used for different purpose as shown in the schedule annexed hereto agrees that the tariff rates in vogue and applicable for each use shall be applied during the concerned periods.
  - (ii) It is agreed that if he uses the service for purposes other than the one for which he has registered as given in the schedule during the relevant periods the highest of the tariffs applicable to the different uses shall be charged for the entire period.
  - (iii) The consumer having registered as a seasonal consumer, who utilizes the supply for a few months only in a year as shown in the schedule, agrees to the following:

Demand charges shall be paid at the normal rates applicable increased by 5 (12-N) percent where 'N' is the number of months during which the consumer has registered himself with the Board to utilize the service in the year as shown in the schedule.

There will be no billing for the idling months.

The service to the consumer shall be disconnected without notice immediately on termination of the registered period unless the consumer asks in writing for the continuance of the service during the idle period. But he will be charged for the whole period at the same rate applicable for the original period.

The monthly minimum applicable shall be demand charges for 75 percent of the contract

demand increased as per (1) above for each working month.

The consumer guarantees to have a minimum of four working months per annum failing which he agrees to guarantee a minimum equivalent thereto for the working season.

20. If the consumer dishonestly indulges in theft of power by adopting the means as specified in Section 135 of Electricity Act 2003 then the consumer shall be punishable with imprisonment for a term which may extend to three years or fine or with both. For theft of electricity involving load abstraction not exceeding 10 kilowatt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft and in the event of second or subsequent conviction the fine imposed shall not be less than six times the financial gain on account of such theft. Similarly for theft of electricity involving load abstraction or consumption exceeding 10 kilowatt, the fine imposed on first conviction shall not be less than three times the financial gain on account of such theft and in the event of second or subsequent conviction, the sentence shall be imprisonment for a term not less than six months with fine not

to be less than six times the financial gain on account of such theft. This section further provides inter alia, that without prejudice to the provisions of the Code of Criminal Procedure, 1973 relating to search and seizure any person authorized by Government may enter, any premises inspect and search vehicle or other place and may use such minimum force as may be necessary, seize any means used for theft of electricity, require the consumer to produce any books of account etc. Theft of electricity, penalties imposed and inspection by authorized officer are in accordance with Section 135 of Electricity Act 2003.

1. Notwithstanding anything contained in the Code of Criminal Procedure, 1973 (2 of 1974), the Government or any officer authorized by it in this behalf may accept from the consumer who is reasonably suspected of having committed an offence of theft of electricity punishable under the Act, a sum of money by way of compounding of the offence as specified in the Table below:

| Sl. No. | Nature of Service    | Rate at which the sum of money for compounding to be collected per kilo Volt Ampere (kVA) of contracted demand |
|---------|----------------------|--|
| 5.      | Industrial Service   | Twenty thousand rupees   |
| 6.      | Commercial Service   | Ten thousand rupees  |
| 7.      | Agricultural Service | Two thousand rupees  |
| 8.      | Other Services       | Four thousand rupees   |

The Government may, by notification in the Official Gazette, amend the rates specified in the Table above.

- (2) On payment of the sum of money in accordance with subsection (1) the consumer in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against the consumer in any Criminal court.
- (3) The acceptance of the sum of money for compounding an offence in accordance with subsection (1) by the Appropriate Government or an officer empowered in this behalf shall be deemed to amount to an acquittal within the meaning of Section 300 of the Code of Criminal Procedure, 1973 (2 of 1974).

The compounding of offences is in accordance with Section 152 of Electricity Act 2003.

21. The Terms and Conditions of supply of Electrical Energy published by the Board with the approval of SERC as amended from time to time and the rules and regulations made under Act 2003 shall deemed to be part of this agreement and the provisions therein which are not contradictory to the provisions

made herein as also the statutory obligations under the Act/or Rules shall also be binding on the consumer.

- 22. The liability and the assets of the consumer under the prior agreement shall continue under this agreement also. The Arbitration clause if any in the prior agreement shall stand repealed by this agreement and the Arbitration clause shall not be applicable to any dispute claims between the parties arising under the prior agreement or under this agreement
- 23. The schedule appended hereto shall form part of this agreement. The minimum revenue per year guaranteed by the consumer in the schedule shall be subject to revision from time to time as per rules and tariff in force from time to time and such revised minimum revenue per year determined by the Board shall be payable by the consumer

24. **SCHEDULE**

|   |  |  |
|---|--|--|
| 1 | Description of the premises at which the supply is to be given               |  |
| 2 | Purpose for which the supply is to be given                                  |  |
| 3 | Tariff for supply  |  |
| 4 | Category or Service HT Industrial/Public utility etc                         |  |
|   | Seasonal loads   |  |
|   | Purpose/period (Season months from)  |  |
| 5 | Contract Demand  | .....kVA at .....volt  |
| 6 | Connected load   | .....kVA   |
| 7 | Minimum revenue per year guaranteed by the consumer by way of demand charges | Twelve times the demand charges per month corresponding to 75% of the Contract Demand or 50kVA whichever is higher |

- 25. Approved Drawings shall be part of this agreement.

In WITNESS where of .....  
for and on behalf of the Kerala State Electricity Board and S/s.....  
..... for and on behalf of the consumer have set their hands and seals on the  
..... day of the month of ..... Two  
thousand and .....First above written.

SIGNATURE OF THE DEPUTY CHIEF ENGINEER

SIGNATURE OF THE CONSUMER

WITNESSES:  
(For the Deputy Chief Engineer)

WITNESSES:  
(For the Consumer)

1

1

2

2

**Form No: 15**

***Bond to be submitted for getting electric connection to the buildings in "Poramboku" land***

(See Para 13 (8)  
(In stamp paper Rupees 50/-)

From

.....  
.....  
.....

To

The Assistant Executive Engineer  
Electrical Subdivision,

.....

I (Name & Address)  
..... guarantee to  
remit Rs..... (Rupees.....) as service  
connection Minimum in every month, applied for service connection to the  
building in the "Puramboku" land with house  
No:.....assigned  
by.....Panchayat/Municipality/ Corporation and was registered as  
Consumer No:..... from the Electrical  
Subdivision ..... If the  
above connection is disconnected/dismantled on reasons not bound by the  
Board, I am agreeing to remit the amount mentioned above in every month till  
the expiry of the period of agreement. If I fail to do so the Board can take  
appropriate action to recover the above mentioned amount from me under the  
provisions of the law.

Signature.....

Name.....

Address.....

.....

Place.....

Date.....

**SECURITY FOR ENERGY METER**

(This form should be attached with service connection agreement if meter is provided by the Board)

I ..... (Name & Address of the consumer) agree the following conditions as a security for the energy meter supplied by the Board.

1. I am responsible for the safe custody of the meter.
2. I am liable to pay the monthly meter rent fixed by the Board, which is subjected to revision from time to time.

Signature of the consumer

Witnesses:

- 1.
- 2.



Form No: 17

**SECURITY FOR ELECTRIC LINE OR ELECTRIC PLANT**  
(If availing instalment facility as per Clause 8 (6) of Supply Code)

I..... (Name & Address  
of the consumer) agree to furnish the required security in the manner specified  
by the Board for the payment of all monies due from me in respect of any electric  
plant or electric line (Strike out whichever is not applicable) provided for  
supplying electricity to me.

Signature of Consumer

Date:

Witnesses:

1.

2.

**APPEAL BEFORE THE APPELLATE AUTHORITY UNDER  
SECTION 127  
OF THE ELECTRICITY ACT, 2003**

**Appeal against final order**

**No.....dated.....**  
of.....

I. Between

1.

Appellant  
(Full address of the Consumer including  
Consumer No., category of service)

**AND**

2.

Respondent  
(Full address of the Respondent)  
i. Name of the licensee  
ii. Assessing officer

- II 1. Details of Appellant:
- a. Full Name of the Appellant:
  - b. Full Address of the Appellant:
  - c. Contact Telephone Number(s):  
Fax Number(s):  
e-mail ID:

2. Details of the Distribution Licensee
  - a. Address of the concerned Section Office
  - b. Address of the concerned Sub Divisional office
  
3. Details of the Assessing Officer
  - a. Name and designation
  - b. Address
  
4. Address of the premises concerned
5. Contracted Load/ Demand
6. Particulars of the meter installed
7. Date of Inspection
8. Nature of the unauthorised use alleged
9. Date of the provisional assessment notice
10. Amount provisionally assessed
11. Date of filing objection by the Appellant against provisional assessment
12. Date of hearing of the objection by the assessing Officer
13. Amount as per final order of assessment.

### III. GROUNDS OF APPEAL

(State the grounds of the case on which the appeal is filed and the reason(s) why the final order is unsustainable)

IV The assessed amount under appeal is Rs. \_\_\_\_\_. A fee of Rs. \_\_\_\_\_ is paid by way of Cash / demand Draft bearing No. \_\_\_\_\_ dated \_\_\_\_\_ as per section 127 of the Act read with Regulation No. .... of 2005 .

V The Final order was not passed with the consent of both the parties as per sec 127(5) of the Electricity Act 2003.

VI The appellant has paid Rs. \_\_\_\_\_ being 1/3<sup>rd</sup> of the disputed amount by way of Demand Draft bearing No. \_\_\_\_\_ dated \_\_\_\_\_ to the licensee as per Section 127(2) of the Electricity Act 2003. The proof of payment is enclosed.

VII Whether the appellant desires to engage an advocate / counsel, if so the particulars of the advocate/counsel.

Prayer

It is therefore, prayed that \_\_\_\_\_  
 \_\_\_\_\_

Appellant

## **VERIFICATION**

I ..... declare that what is stated in all the above paragraphs is true to the best of my knowledge and information and I believe it to be correct. Verified and signed at..... on .....

Place:

Name & Signature of the Appellant

Date:



| SL. No. | Description  | Amount in Rupees  |
|---------|--|---|
| 3       | <p><b>TESTING FEE</b></p> <p>A. For the first test and inspection of a new installation<br/>Any further test and or inpection becomes necessary owing to any fault in the installation or to non-compliance with theTerms and Conditions of supply or testing for extensions, the charges payable in advance for each additional test and or inspection shall be:</p> <p style="margin-left: 40px;">i. LT Single Phase</p> <p style="margin-left: 40px;">ii. LT Three Phase</p> <p style="margin-left: 40px;">iii. High Tension</p> <p style="margin-left: 40px;">iv. Extra High Tension</p> <p>B. Testing of meters</p> <p style="margin-left: 40px;">i. Single Phase Meter</p> <p style="margin-left: 40px;">ii. Poly Phase Meter(without CT)</p> <p style="margin-left: 40px;">iii. Poly Phase Meter (with CT)</p> <p style="margin-left: 40px;">iv. TOD Meter</p> <p style="margin-left: 40px;">v. CT/PT/Unit or CT Unit/PT Unit Separately</p> <p>C. Breakdown voltage test of Transformer Oil (per sample)</p> | <p>Free</p> <p>25</p> <p>50</p> <p>500</p> <p>1000</p> <p>50</p> <p>100</p> <p>300</p> <p>400</p> <p>250</p> <p>100</p> |
| 4       | <p><b>Miscellaneous Charges</b></p> <p>A. Changing or moving a meter board</p> <p>B. Dismantling of Service Connection<br/>(on request by consumer)</p>  | <p>100</p> <p>100</p>   |
| 5       | <p><b>Meter Rent</b> (Rupees per month or part thereof)<br/>For Service Connection provided with</p> <p style="margin-left: 40px;">i. Single Phase meters</p> <p style="margin-left: 40px;">ii. Three Phase meters</p> <p style="margin-left: 40px;">iii. Three Phase CT meters</p> <p>Charges shown above are uniform irrespective of whether the meters are mechanical ,electronic or having wide range</p>  | <p>10</p> <p>20</p> <p>75</p>   |
| 6       | <p><b>Establishing Credit in the meter (prepaid meter)</b></p> <p>(a) First Credii establishment for the month</p> <p>(b) Subsequent Credit establishment</p>  | <p>Nil</p> <p>100</p>   |