# अण्डमान तथा ANDAMAN AND



### असाधारण EXTRAORDINARY

### प्राधिकार से प्रकारिात

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No. 281, Port Blair, Friday Sept. 23, 1983.

### ANDAMAN & NICOBAR ADMINISTRATION

### **NOTIFICATION**

Port Blair the 23rd Sept., 1983.

No. 325/82/F. No. 28-321/78-D I. (PL) Whereas the Administrator (Lt. Governor) Andaman and Nicobar Islands is of opinion that it is necessary or expedient so to do, for maintaining the supply and securing equitable distribution of energy generated by the Electricity Department, A & N Administration.

Now, therefore, in exercise of the powers conferred by section 22B of the Indian Electricity Act, 1910 (Act 9 of 1910) read with the Govt. of India, Ministry of Home Affairs Notification No. F 2/2/60 Ind (II) dated the 11<sup>th</sup> March, 1960, and in supersession of this administration's Order No. Nil dated 21<sup>st</sup> September 1951, the Administrator (Lt. Governor) A & N Islands hereby makes the following order providing for the control, supply, distribution, consumption and use of electrical energy, namely:-

### PART -I

Short title, extent, and commencement : 1. (a) This order may be called " Andaman and Nicobar Islands Electrical Energy (Control and supply distribution, consumption and use) order , 1983".

- (b) It extends to the whole of the Union Territory of Andaman and Nicobar Islands.
- (c) It shall come into force with immediate effect.

Definitions: 2 (1) In this order, unless the context otherwise required:-

- (a) "Administration" means the Andaman and Nicobar Administration.
- (b) "Act" means the Indian Electricity Act, 1910 (Act No. 9 of 1910).
- (c) "Annexure" means the annexure to this order;
- (d) "Consumer" means any person who is supplied with electrical energy by the electricity department Andaman and Nicobar Administration or whose premises for the time being is connected for the purpose of supply of energy with the work of electricity department, Andaman and Nicobar Administration and includes consumers temporarily disconnected;
- (e) "Consumer's Terminal" means the ends of the electric supply lines situated upon any consumers premises and belongs to him, at which the supply of electrical energy is delivered from the service lines;
- (f) "Connected Load" means the sum total of installed capacities of all the electrical energy consuming devices, including the portable apparatus on the consumer's premises which can be operated simultaneously, excluding spare or stand by capacities in the form of extra units of larger, ratings than necessary.

- (g) "Date of Commencement of supply" means the date of expiry of a period of 3 months from the date of intimation to an intending consumer, of the availability of the date of avoiding of electrical energy supply by the consumer, whichever is earlier.
- (h) "Department" means the Electricity Department of Andaman and Nicobar Administration;
- (i) "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;
- (j) "High Tension" means all high and extra high pressures available in the supply system of the Department;
- (k) "Islands" means the Union Territory of Andaman and Nicobar Islands;
- (l) "Low Tension" means all low and medium pressures available in the supply system of the department.
- (m) "Licensee" means the Electricity Department of the Andaman and Nicobar Administration.
- (n) "Maximum Demand" means the average amount of Kilowatt or kilovolt amperes, as the case may be, delivered to the point of supply of the consumer and recorded during a thirty minutes period of maximum use in a month.
- (o) "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 month.
- (p) "Outlet" means in any electrical installation, a point to which an electrical appliance is intended to be immediately connected:
- (q) "Power Factor Means"
- (i) in a single phase circuit, the ratio of the watts to volt amperes;
- (ii) in a three phase circuit, the ratio of the total watts to the total equivalent volt amperes explanation: power factor is the active power divided by a parent power;
- (r) "Rules" means the Indian Electricity Rules, 1956; and (2) All other words and expressions use herein but not defined, shall have the meaning respectively assigned to them in the Act or the 'Rules'.
- (s) "Electrical Inspector" means a duly qualified Electrical Engineer appointed by the Administrator under the provision of Section 36 of I E Act, 1910 in the Electrical Inspectorial Organisation of A & N Islands.
- 3. Once the supply of electricity is connected or has been made available to the consumer by the Department, the consumer and the department shall be bound by the terms and conditions etc of supply as set forth in this order or any modifications thereof as may be made from time to time.

### PART - II

Applications for supply:- 4. (a) (i) Application for supply or additional supply of electrical energy shall be made in the form in Annexure -I, copies of which can be obtained at a cost of one rupee from any office of the Department. The application shall be signed by the owner of the lawful occupier of the premises for which supply is required.

- (ii) The consumers taking supply at low and medium voltage for industrial purpose as well as those taking high voltage supply will be required to sign and agreement as per the form prescribed in Annexure II.
- (iii) Power supply will ordinarily be arranged in the order of priority.
- (b) Where the consumer has no frontage abutting public street and where the service line has necessarily to cross ever or go under somebody else's property, the consumer shall obtain the necessary right of way and permission at his risk and own expenses and continue it as long as the supply is to be maintained.
- (c) Any extra expense incurred in laying the service line and maintaining the same in accordance with the rules shall be at the expense of the consumer.
- (d) Any assistance or information required in filling up the form may be given to the intending applicant at any office of the Department.

Notice before connection:-5 (a) The intending consumer should give, at loast one months notice before the date of actual requirement for power supply upto 50 KVA. Requisition for power supply in excess of 0 KVA shall be given at least six months prior to the date of requirement. The grant of such power will however, depend on the availability of power with the Department.

(b) The intending consumer shall however, commence to take supply within three months of intimation by the department that supply is available should be consumer fall to take the supply within the aforesaid period, the minimum charge (calculated) based on connected load shall be levied monthly, until the consumer avails of the suppy.

DISTRIBUTION MAIN 6 where the length of service line exceeds 30 meters the Dept will submit quotation of estimate of the cost for laying the service line and distribution mains for supplying energy to the consumers premises. The consumers shall be required to deposit the actual cost of materials and labour, plus 15% departmental charges before the distributing mains are laid. The deposit having been duly made by the consumer, order shall be issued for the work to be taken in hand. The amount so deposited shall be subsequently adjusted if necessary, towards the actual cost of the distributing mains.

The department shall have the right to tap any distributing main laid for any consumer for extending power supply to other consumers in vicinity or for any other purpose.

SERVICE LINES 7. (a) Subject to availability of power and upon receipt of an application, and Engineer of the Department will inspect the premises and fix the point of entry of the service line and the position of the service cutouts and meter in consultation with the consumer, prior notice of which will be sent to the consumer concerned. The position of the supply of service main cut-out or circuit breakers and the meter shall be so fixed as to permit easy access to the employees of the Department at any time.

- (b) The Department will in no case fix its apparatus, and meters at any place, where entry by its employees into 'purdah' or religious place is necessitated.
- (c) The Department provides overhead service line free of cost upto a maximum of 30 meteres outside the limits of the property in respect of which the requisition is made from the nearest distributing mala.

Any length is excess of 30 metres as defined above and the whole of the service line within the limits of the property in respect of the application is made shall be paid for by consumer the applicant himself. The cost mentioned above however, shall be exclusive of he propositionate cost of first pole and fitting beyond the free length aforesaid. The propotionate cost of such pole and fittings shall be in the same ratio as the free length to the length of the line beyond the free length from the points of tapping of the service and the next support of the service line. The cost of various service line materials shall be payable by the consumer, inclusive of cost of labour and in addition to an amount equivalent to 15% of the above cost towards departmental charges, tools, and plants, stocks incidentals and contingencies.

- NOTE: (i) The Department shall have the rights to tap any service lines laid for any consumer for extending power supply to other consumer in the vicinity or for any other purpose.
  - (ii) For any defects in the service connection, and works arising during the first year of servicing of the installation, the cost of repairs or replacement will be borne by the consumer.
- (d) Fees to be paid to the Electrical Inspector for Inspection of high tension and low tension and low tension lines for supply of electrical energy to consumers shall be to the account of the consumer and shall be paid in advance.
- (e) Where any difference or dispute arises as to the cast of fixing of the position of service lines, the matter shall be referred to the senior most officer of the Department and his decision thereon shall be final and binding on the consumers.
- (f) The Department will not commence laying of a service line, unless the applicant requiring it executes a contract with the Department in the form prescribed in Annexure-II agreeing thereon to take supply for a period of not less than two years from the date of commencement of supply and further agree to the back billing by the Department, if the meter/meters Installed in his premises are tampered with or the electrical energy is improperly used in any other manner, resulting in the reading being non-recorded or when the meter shows that the unit of electrical energy in a particular month is unreasonably when consumption of previous few months.
- (g) The Service line not with standing that a portion or whole of the cost has been paid for by the consumer shall remain the property of the Department, by which above it is to be maintained.
- (h) The consumer will not be called upon to replace or renew or maintain these lides at his own cost, as might be subsequently required due to natural wear and tear of the lines or due to any other cause beyond his control. Replacement necessitated on account of increase load/demand subsequently, or any willful act or default on the part of the consumer will, however, be carried out by the Department at the cost of the consumer who shall have to deposit the estimated cost on this account, when demanded.
- (i) So long as the installation is in service and so long as the lines are not dismantled, the service lines shall remains the property of the Department which will maintain these lines and the consumer shall not alter or otherwise modify these lines of his own.
- (j) If a consumer desires to have the position of the existing service line altered the department shall carry out the alternation and , charge the consumer the cost of the additional materials used, the labour employed, plus 58% departmental charges on the above.

Security Agreement: 8 (a) (i) The department may require any consumers to enter into a formal contract in the form prescribed in Annexure- II and further to deposit security in cash for the payment of energy supplied. It shall be refunded to him when the agreement terminates after deduction. If any of the amount due from him to the department, this deposit is intended to be adjusted towards charges in arrears and this will accordingly be adjusted and it shall not be necessary to obtain the consent of the consumer for such adjustment.

(ii) The department shall be at liberty for good and sufficient reasons to be recorded in writing to demand and enhance security deposit from any consumer at any time during the subsistence of the contract.

Department Supply Mains and apparatus: 9 (a) the department shall provide its own meter boards and outs for the low tension consumer and all circuit breakers and high tension fuse for high tension consumers and these shall remain the property of the department and must on no account be operated handed or removed by any one who is not on employee of the department likewise, the seals, nameplates and distinguishing numbers or marks of the department affixed shall in no circumstances be broken, removed or erased by anyone other than an employee of the department, duly authorized for the purpose.

- (b) Every consumer shall compensate to the department for any damaged and cost of making good and any damage caused to the mains, apparatus or instruments or any other property of the department installed in the consumers premise occasioned by reasons of nay act, neglect or default of the consumer or his servalts civil agents employed by him. In addition consumers shall also be liable to pay such penalties as prescribed by the act and the Rules, for continued unauthorized interference on his part with the department's property or seals.
- (c) The department shall have the right to use meters and apparatus provided under sub clause (a) above for a similar supply to other premises in the neighbour hood, provided the supply to the consumers is not thereby affected. Permission to lay cabled under across or over to consumers premises or for fixing apparatus upon the said premises by the department shall be deemed to be implied and vesed in the department with due care and regards to its safety.

Wiring on consumer's premises: 10 (a) For the protection of the consumer and the public in general it is necessary that the wiring in the consumers premises should conform to the standard prescribed in the rules, and the rules of the Fire Insurance company, in terms of which the building, if any, is insured. The department shall not accept any responsibility for the proper maintenance or testing of the wiring on consumers premises. It shall be the responsibility of the consumers to have the installation tested atleast, once in two years. The regulations of the electrical equipment of buildings issued by the Institution of Electrical Engineers and the specification issued by the Government of India for electrical works in government buildings, especially with regard to method of carrying out metal sheathed wiring shall ordinarily be adopted by the consumers.

- (b) If any consumer adopts any electrical appliance which is likely to effect injuriously the supply to other consumers or used the energy supplied or deals with it in any manner so as to interfere unduly or improperly with the efficient supply of energy to any other person or fails to keep in proper order, any meter belonging to the department by which the supply is registered, the department may discontinue the supply after serving an advance notice of seven days of it intension to the consumer concerned.
- (c) If any conductor of the consumer's installation is to be connected to the metal conductor of the department's system, the consumer shall comply with the provision of Rule 32 of the rules and shall not insert in his installation a cut out of switch other than a linked switch arranged to operate simultaneously the earthed and live conductor.
- Apparatus on consumers premises: 11 (a) The consumer must in all cases, provide linked quick break main switches and a main fuse on each pole other than the earthed natural which must be erected within one meter of the department's meter board or in such other position as shall be approved by an Engineer of the Department.
- (b) All transformers, switch gear and other electrical equipments belonging to the consumer and connected to the mains of the department shall be maintained to the satisfaction of the department. A high tension consumer must provide on the supply side, a gang operated triple pole isolating switch with high tension fuses of the fast blowing characteristic which should be graded to so operate that they should blow off before the over head protective devices in the department's terminal cubick operates.

Inspection and testing: 12 (a) All installations shall be required to be approved by the department and no connection shall be provided with out the inspection and approval of the installation in the consumer's premises by an Engineer of the Department.

- (b) The department will give a notice to consumer of its instention to inspect and test the installation. The consumer or his representative shall be present at the time of testing and or servicing the installation so as to furnish the information, which may be required by the inspecting official of the department.
- (c) No charge shall be payable by the consumer for the first test. Subsequent tests due to faults found at the initial test and failure of the consumer to keep the appointment shall be in accordance with the schedule of service and miscellaneous charges for the time being in force.
- (d) The department will undertake to test the single phase installation periodically in accordance with the clause 46 of Annexure VI to the Rules, the charges for which will be collected alongwith monthly bills. Any inspection between specified periods will be carried out only after payment of the prescribed fees. The department shall however not be responsible for any defects in the internal wiring of the premises and for maccident, damages etc. to it.

(e) In case of reconnection of supply after a period of six months or more, the consumer shall submit test report of the licensed electrical contractor before the supply is reconnected and in such cases the provisions sub-clause (a) to (c) of clause 10 shall supply.

Service Connection: -13, (a) When the installation satisfies the test mentioned above the Executive Engineer of the Department shall arrange to service the installation, seal the meter9s) and cutout(s) and fix a meter card on the board. The meter card will contain, apart from intial meter reading, full information regarding consumers; name, address, apart from initial meter reading, full information regarding consumers, name, address, connected load, meter number, date of connection, class of tariff number of outlets, size of fuse wire, meter reading date of Revenue Registration number of the installation.

- (b) The Consumer of his authorized representative is required to sign in the sealing register and on the completion report that his installation has been serviced, and that seals of the meters and cutouts are intact,
- (c) The meter boards, main cutouts, etc, shall on an account be handled, or removed by any person other than the authorized representative of the Department. the consumer shall be responsible for the safe custody of the Department's materials within his premises.
- (d) Immediately after servicing of the installation a Revenue Registration number shall be given to the installation, and pointed on the meter board. This shall invariably be quoted in all future correspondence with the Department.

Extension, Addition & alternations:- 14. Should be consumer at any time, after the supply of energy has been commenced, desire to increase the number of size of lights, fans, motors etc. on such premises or in any way to alter the position of it's wiring notice thereof shall be sent in writing to the Executive Engineer of the Department whose representative will call at and inspect the installation and if necessary, change the meters and fuses and alter the service line. Wherever necessary the consumer shall change the contracted demand or connected load. A test report duly signed by his Wiring contractor shall be submitted by the consumer and cost of the alternation to the service line shall also be borne by him. In such cases, the provision of clause II above shall apply. Failure to give such notice may render the supply liable to be summarily disconnected. During the time any alternations, 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 so until the alternations, addition or repair has been duly tested and passed by the Department.

Rating of installations: 15. (a) In order to determine the minimum charge payable by a consumer under the appropriate tarrif, every lighting installation will be rated/rerated by the Department when serviced initially or when bifurcated subsequently, so as to determine the number of outlets provided in his installations.

- (b) When for any reasons it is not possible to determine the maximum demand, power factor or any other electrical quantity in respect of an installation, the Department shall determine such quantities periodically by rating/re-rating and the same shall be binding on the consumer.
- (c) A motive power installation in subject to rating/re-rating by the Department as its decrection, and such rating/re-rating shall be binding on the consumer.
- (d) Where a consumer applies to the department for re-rating his installation due to some addition or alternations in the installation, the department shall arrange to have this done on payments of the prescribed fee and the re-rating shall take effect from the date such additions on alternations made or from the next meter reading date following the date of payment of the fee whichever is later, irrespective of the date of re-rating by the Department.

Defects in consumers installations: 16, In the event of any defects being discovered

in the consumer wiring or apparatus, the consumer shall, in the absence of the employees of the department, disconnect the same forthwith and notify the same to the Electrical inspector and shall not reconnect the same except with the consent of the department. The Department reserves similar rights to disconnect, should the defect come to its notice earlier.

Failure of supply: 17 (a) (i) The department reserves the right to impose restriction on the use of power in any parts of the day or night if the same is deemed necessary, in order to safeguard the department's generating and distributing appears.

- (ii) The department' while imposing out on energy consumption or cut on maximum demand on its consumers, may at its dicreation levy panel rate of tarrif for any excess energy consumed or maximum demand drawn, as the case may be by the consumar over and above the restricted quantity of energy consumption or maximum demand as may be stipulated by the department from time to time.
- (b) The department, not-withstanding its obligations to supply electricity day and night, shall not be liable to pay any claim for loss, damage or compensation whatsoever ariting out of failure of supply, when such failure is attributable to orders of civil or military authorities, break down of machinery and plants, or

caused directly or indirectly connected with mutiny, riots insurrection strikes lockouts, fire, flood, tempest, lighting, earthquake or other forces, accidents or causes beyond the control of the department. The supply of electrical energy should be other wise continuous.

- (c) Should at any time, the department's main service fuse fails, notice thereof shall be sent to complaint-cell of the department. The consumer or his representatives may give a fuse call either in person or over telephone. Only authorized employees possessing the identity card of the department are permitted to replace the fuses in the department's out Consumer shall not replace these fuses. If the seal of the department's apparatus is broken, the consumer will render himself liable to such penality as may be prescribed by the department.
- (d) In attending fuse calls, the department shell give top most priority in case of fire due to shore circuiting accidents like falling of distribution poles, snapping of wires, arcing in consumers mains etc.
- (e) If the failure, of supply is due to any cause other than the department's apparatus, the consumer will be charged for the attendance of the fuseman in accordance with the rates prescribed in the scheduled of service and miscellaneous charges contained in part III of this order, the charges lived shall be for each call made irrespective of the number of fuses renewed at a point of supply.

Access to premises & apparatus Sec. 18 (a): 18(a) The authorized employees of the department shall be entitled to enter upon the premises of the consumer at all reasonable times for the purpose of inspecting and for recording the meter readings and for the purposes connected with apparatus installed in the consumer's premises and belonging to the department or for doing all other things necessary or incidental to the proper continuance and maintenance of supply to consumers.

- (b) If the consumer fails to give the authorized representative of the department reasonable facilities to enter the premises for recording meter readings, inspection, testing, removal of supply lines, meter fittings works and apparatus the department shall be at liberty to discontinue the supply after giving the consumer 24 hours notice in writing of its intention to do so.
- Installation of meters: 19(a) (i) If required by the consumers, the Department shall supply a meter with auxiliary equipment on monthly rental basis to be paid in accordance with the rates prescribed in the schedule contained in Part-III of this Order. Having agreed to take the Department's meter, the consumer shall not be entitled to have his own matter.
  - (ii) The Department's meter shall normally be installed at the point of entry to the building and shall be installed according to the convenience of the Department.
  - (iii) The consumer shall be responsible for the safety of the meter from theft or damage.
  - (b) Accuracy of the amount of energy supplied to a consumer shall be ascertained by means of a correct meter of appropriate capacity which will be supplied by the Department and the meter rent will be collected as specified in the tariff for the time being in force.
  - (c) If the consumer disputes the accuracy of the Department's meter/meters, he may upon giving notice and paying the prescribed free, have the same tested by the Department in accordance with section 26 of the Act. In the event of the meter being tested and found to be incorrect beyond the limits of accuracy prescribed by the rules, the testing fee shall be refunded to the consumer, otherwise the testing fee will be forfeited to the Department. In case, the meter is found defective, the amount of the bill will be adjusted in accordance with the result of the tests taken with respect to the meter readings of the three months prior to the month in which the consumer has disputed the accuracy of the department's meter, having due regard to the condition of installation, occupancy etc, during the month under dispute and during the previous three months. In all such cases, the decisions of the Electrical Inspector shall be final, conclusive and binding on the consumer.
  - (d) The Department may require security against loss or damage to the metre hired by the consumers equivalent to the price of the meter. The Department shall have the right to recover the cost of meters lost or damaged in consumers premises, if it is proved that such loss, damage etc has occurred due to negligence on the part of the consumers. The consumer shall provide a wooden box or a cover with locking arrangements for the meter as precautionary measure against damage or loss of the meter.
- READING OF METER 20(a) Meter readings will be taken by the employees of the Department once in a month, or at such intervals as it shall be expedient. The Meter Reader shall have the right of access to the consumers premises at all reasonable times for the purpose of taking such readings. The reading of each meter shall be entered by the Meter Reader in the meter card attached to the meter.
  - (b) (i) When a consumer leaves his installations connected to the mains of the Department, but looks up them meter or otherwise makes it in accessible for reading by the staff of the Department, for the first month of such in accessibility, the consumer shall be charged on the basis of the minimum monthly charge prescribed or on the basis of the preceding six month's average consumption whichever is more, subject to

adjustment at and when the actual meter reading becomes available as laid down in paragraphs (iii) sub clause (b) of this clause.

- (ii) If the meter remains inaccessible in the succeeding month as well, the consumer will be served with 24 hours notice under section 20 of the Act requiring him to give reasonable facilities to the Meter Reader of the Department for taking the meter reading at a fixed time and date as may be specified in the notice of the consumer and if the fails to comply with the notice the supply to the premises shall be disconnected and the consumer will be charged on the basis of the prescribed minimum monthly charge or on the basis of the reading six months average consumption, whichever is more, for the second month also subject to adjustable as laid down in para (iii) of sub clause (b) of this.
- (iii) When the meter is made accessible for the purpose of taking the reading and settling the account, consumer shall be charged on the basis of the actual meter readings, less charges already paid during the .. of in-accessibility, subject however to the prescribed monthly minimum.
- (iv) In the event of disconnection, the supply will be reconnected only after the payment by the consumer of all due and the prescribed reconnection fees the prescribed minimum charges will become payable by such of the consumers as have not completed initial guarantee period even though supply is disconnected during the period the meter is inaccessible for reading.
- (c) (i) Where a supply of electrical energy to a consumer is given and the meter provided in his premises is found to be defective, or it has ceased to function or pilferage of energy or malpractice is suspected the quantity of electricity supplied during the period when the meter installed, was found to be defective or when it has ceased to function, shall be assessed as mentioned in paragraphs(ii), (iii) and (iv) of this sub paragraph.
  - (ii) Electricity supplied to the consumer shall be assessed on the average monthly consumption by him during the last three months preceding the month in which the meter ceased functioning or become defective; provided at condition in regard to use of electricity during the said three months were not different from those which prevailed during the period when the meter ceased to function or became defective
  - (iii) If the condition in regard to use of electricity during the period mentioned above were not the same but were different, assessment shall be made on the basis of the electricity supply made to the consumer during consecutive three months during the proceeding 21 months when the condition in regard to the use of electricity was not different from these which prevailed when the meter ceased functioning or became defective.
  - (iv) when it is not possible to select a set of three months as indicated in paragraph (ii) and (iii) above and if meter is not at all installed, the quantity of electricity supplied shall be assessed by the concerned Assistant Engineer of the Department on the basis of connected load and hours of usage of electricity by the consumer. However , in the case of industrial consumers, due regard shall be given to the production figures and conditions of working during the period in question.
- (e) In case the consumer does not agree to the assessment made by the concerned Assistant Engineer of the Department, the matter shall be referred to the Electrical Inspector whose decision thereon shall be final, conclusive and binding on the consumer.
- 21. In the event of energy meter of an installation being out of order for any reason other than by a human agency, the installation may be back billed for a maximum period of six months or for such period as may be deemed appropriate in the circumstances of the case, on the basis of the average of the highest consumption recorded during any three months of the year in which the fall in the quantum of consumption is noticed, and in case where it is not possible, then on the basis of the highest consumption recorded during any three months of the proceeding year. The faulty meter will be replaced by another one in good working order immediately or the same will be repaired and reinstalled as expeditiously as possible charge for supply:
- 22. (a) The method for supply of electrical energy and charges for it shall be levied as may be fixed by the administration from time to time.
- (b) Unless otherwise specified all high tension and low tension rates refer to one point of supply only.
- (c) The charges for the electrical energy as per the details thereof shown in the electricity bill shall be paid by the consumer to the department every month at the department 's office form in which the electricity bill is issued or as may be otherwise required by the department. In cash of revision of the rates of the electrical energy the consumer shall be liable to pay the charges at the revised rates.
- (d) Billing for energy consumption of all classes of consumers shall be for the whole number units. The difference of reading in the meter during the proceeding month bring less than one unit shall be counted in the month as a continuous consumption.

23. Consumer intending to vacate inlet or sublet his premises shall give to the department a clear seven day's notice in writing and in advance as to whether the supply of electricity to the premises should be disconnected or the meter reading should continue to be recorded and the bills submitted, otherwise the department can not guarantee that the meter reading will be taken on the required date. for failure to give such notice, the consumer shall be held responsible for all energy consumed in the premises and for the safty of the departments apparatus installed in the premises, until the expiration of 48 hours from the first working day after notice of disconnection the supply of electricity to the premises in writing has been received at the office of the department.

Consumer leaving the station for a period exceeding two months and locking his premises while being away, or whose premises is expected to remain locked and unoccupied for similar period due to non-tenancy or for other reasons, shall inform the department in writing before hand so that the meters installed at the promises may be removed. Installation disconnected and the service wire and other apparatus removed, if agreed to by and between the Department and the consumer or otherwise, the consumer shall notify the department as to when the key of the premises can e obtained, to enable the department to remove the fuses whenever it is desired to test the distribution main in the consumers premises. In such cases, consumer shall not be charged even the prescribed minimum charge provided that:

- (i) The meter rent is to be paid as long as the meter remains installed on the consumers premises. If the meter is removed, a fee of Rs.5/- (Rupees five) only shall be charged for remove and re-fixing the meter.
- (ii) The consumer agrees to the extension of the term of the agreement by the period by which the payment by the consumer of the prescribed monthly minimum charges remains waived, if the period of the contract as specified in the agreement has not already expired.
- (iii) The maximum period of such disconnection shall not exceed six months.
- (iv) A reconnection fee of Rs.10.00 ( Rupees ten) only shall be paid by the consumer before the connection for resuming the supply of electricity to the premises is restored.
- (c) If the consumer requires connection before the expiry of two months, both the reconnection free and the prescribed monthly minimum charges shall have to be paid by the consumer. IN THAT case the life of the contract as specified in the relevant agreement will be extended.
- (d) If the service line remains under disconnection for a continuous period of six months or more, the department will dismantle the service line materials, meter, out-out, all other apparatus provided by the department in the premises after serving a month's notice on the consumer. After removal of the service line, the consumer will be treated as a fresh applicant for the purpose of restoring supply of electricity to his premises.

### Service of notice:

(e) Any notice by the department to a consumer shall be deemed to have been duly served, if it is addressed to the consumer and sent by post or delivered to some person at the address notified by the consumer to the department of if there is no person in such premises to the person whom the same can, with reasonable diligence, be delivered, or by affixing it at some conspicuous part of such premises.

### Payment of bills

- 24. (a) The Electricity bills shall be paid by the consumer at the concerned department's office within 15 days from the date of presentation or on such date as may be specified in the bill, or as provided for in the agreement for supply of electricity.
- (b) Any complaint with regard to the accuracy of the bills shall be made in writing to the local office of the department. The amount of such bills shall be paid under protest within the period or date as mentioned is sub clause (a) of this section. The amount of bills paid under protest will be retained as an advance to the credit of the consumers account until such time, as the bills in dispute have been finality settled.
- (c) If the consumer fails to pay any bill presented to him within the prescribed period, the department shall be at liberty to take action under sub section (i) of section 24 of the Act any additional expenditure incurred by the department to recover the outstanding dues through suit, will also be recoverable from the defaulter consumer in addition to the dues outstanding against him
- (d) Any payment made by a consumer shall first be adjusted towards the arrears, if any due from him and shown in the bill No. exemption from delayed payment towards electricity bills shall be allowed if full payment of the bill including arrears is not made within the period as prescribed in sub clause (a) of this clause.
- (e) Bills will normally be delivered at the consumer's premises by hand every month. However the department shall not be responsible for non- receipt of the bill by the consumer who shall inform the

department if no bill is received by him within seven days from the date of meter reading, taken, otherwise it will be deemed that the bills have reached the consumer in time.

- (f) If the bill remains unpaid for one month from the date of disconnection of supply, the department may after giving notice to the defaulter cancel the agreement and adjust the security deposit towards the arrears due from the consumers.
- (g) In case the last date for payment of the bill happens to be a Sunday or a declared public holiday, payment can be made by the consumer on the next working day without any additional charge.
- (h) The department shall have the discretion either to refuse or to accept payment towards electricity and other charges made by cheques and shall also be at liberty to demand payment from any consumer in cash or by demand draft on local bank in respect of the charges due to the department.

### System of supply,

- 25. The department's declared pressure of supply shall be generally as follow:-
- (a) Low Tension supplies
  - (i) Alternating current, single phase two wire, 50 cycle, 230 volts between phase and neutral.
  - (ii) Alternating current, three phase three wire, 50 cycle, 400 volts between phase.
- (b) High Tension Supplies:
  - Alternating current, three-phase three -wire, 50 cycle, above 400 volts between phase available in the supply system of the department
- (c) Supply for lighting and small power purpose will be at low tension and for large power, where the connected load exceeds 100 HP and bulk requirement, the supply will be at high tension, provided, however that when the consumer is unable to receive power for want of transformers and other high tension equipment of his own, and where it is feasible for the department to use its own transformer and other equipment and arrange to supply power at low tension, the supply may be arranged at low tension and the installation billed at low tension tarrifs.
- (d) For the present, the declare voltage of the department at High tension is 11 KV and 33 KV
- 26. Classification of installation:
  - (a) Single phase wire, 230 volts.
    - (i) Domestic and Commercial lighting up to 2.5 KW.
    - (ii) Motive power installation not exceeding 2.5 KW.
    - (iii) Depending on the location and conditions of working the Department may relax the above limitation at its discretion.
  - (b) Three-phase, four wire, 400 volts between phases and 230 volts between phase and neutral.
    - (i). General supply exceeding 15 amperes.
    - (ii). Motive power installation exceeding 1 HP but not exceeding 10 HP in the aggregate.
    - (iii). Motive power installation exceeding 10HP but not exceeding 20 HP in the aggregate.
    - (iv). Motive power installation exceeding 20 HP but not exceeding 50 HP in the aggregate.
    - (v). Motive power installation exceeding 50 HP but not exceeding 100 HP in the aggregate.
  - (c) Three-phase, 3 wire, above 400 volts between phases and 230 volts between phase and neutral.

### 27. General Wiring Conditions:

- (a) Mains The consumer shall in all cases be brought back to the Department's point of supply and sufficient cable shall be provided for connecting it with the Department's apparatus.
- (b) Switches and Fuses: the consumer shall provide power linked quick break main switches of requisite capacity to carry and break current in each conductor near the commencement of supply. All the consumers switches shall be on the line and the later N' shall be painted on the wooden board directly underneath the neutral conductor where it leaves the consumers main switch connecting with the meter. No single pole switch or cut- out should remain inserted in any neutral conductor.
- (c) Balance of lead: if the connected load of any installation exceeds 15 amperes at 230 volts, the installation shall be wired on the group system separate neutral wires being brought back in each case

to the Department's point of supply. An approved form of linked switch (Single pole) with two single poles fuses shall control each main circuit. The Lamps, fans or any other apparatus of which the installation consists, shall be so grouped that, under normal working conditions the current remains balanced and no current flows in the neutral wire.

- (d) Low and Medium pressure LT supply:- With low and medium pressure (LT) supplies i.e. 230 volts and 400 volts, the Department's meter and service cut outs, if not iron clad and earthed, shall preferably be enclosed in a strong wooden box suitably venttlised and provided with a hasp, staple and lock. All wires between which a difference of potential 250 volts or over, exists, shall be made inaccessible to un authorized persons, or enclosed in an earthed metallic casing or conduct. A caution board printed in English and Hindi shall be affixed there to.
- (e) Earthing: Gas and water pipes shall on no account be used for earthing purpose. All wiring shall be kept away as far as possible from gas and water pipe.
- (f) Domestic Heating and cooking:- A special circuit for heating and cooking where ever necessary shall be run from the Department point of supply. Wall plugs used on these circuits shall be of the concentric type or three pin type, the third pin connected to earth. Two pin plugs or lighting circuit shall not be allowed to be used.
- (g) Plugs:- All plugs shall be switched on the live wire and not on the neutral.

Size of installation

(h) Wiring Single leads shall not be allowed to be run separately in iron conduct.

### 28. A.C. Motor or Installations

Nature of supply

(a) Motor shall be provided with a control gear so as top provide satisfactory maximum current demand from the consumer's installation exceeding the limit given in the following schedule at any time under all possible conditions . failure to comply with these regulations will render the consumer liable to disconnection from the supply on account of the interference with the supply of other consumer.

Limit of max. current

| 1. Single Phase | Up to & including 1 ½ HP  | 6x Full load current   |
|-----------------|---------------------------|------------------------|
| 2. Three phase  | Upto & including 3 HP     | 6x full load current.  |
| _               | Above 3 HP & upto 20 HP   | 2 x full load current. |
|                 | Above 20 HP & upto 100 HP | 1.5xfull load current  |
|                 | Above 100 Hp              | 1.25xfull load current |

Before the above facility is given to the consumer the transformer capacities, their connected load and diversity factor shall be examined by the Department' Engineer.

(b) Motor circuits shall be controlled by a triple pole linked switch protected by No-volt release and T.P. fuses. It is important that the release should be maintained in thorough working order. Wiring for motors shall be run with all wires bunched in a single metallic conduit, which shall be efficiently earthed throughout and connected to the frame of the motor from which two separate and distinct earth wires shall be run. The minimum size of the earth wire permitted in number 10 ir 2/14 SWG or number 8B &S. installation of all motors shall comply with the rules in every respect.

### 29. Power Factor of Apparatus:

- (a) (i)The department reserves the right to refuse or discontinue to supply energy in the cases of installations whose test or record average power factor is less than 90% until, such time the average power factor is improved to a value not less than 90%. If the average power factor is below 90% it will be necessary to install suitable power factor correction apparatus within six month's from the date of notice, failing which the department reserves the right to discontinue power supply without prejudice to the recovery of minimum charges or continue power supply to such consumers who agree to pay the penal charges as mentioned till such time the power factor correction apparatus is installed.
- (ii) Where the test or recorded average power factor of the installation in more than 75 percent but less than 90% penal charges at 10% of the total power supply bill shall be levied.
- (iii) Where the test or recorded average power factor of the installation in more than 75 percent penal charges at 20 percent of the total power supply bill shall be levied.
- (iv) The power factor shall be one, that is determined during the half an hour of maximum demand of any working day in thee month.

### 30. Prejudicial use of supply:

- (a) The consumer shall not keep connected to the departments supply system any apparatus which the department may deem likely to interfere with or affect injuriously the departments supply to other consumers.
- (b) The consumer shall not, except to the extent herein prescribed keep an unbalanced loading in the three phase of the supply taken by him from the Department, the maximum permissible difference in current between any two phases being 5 percent.

- (c) The consumer shall not make each use of supply given to him by the Department as to act-prejudicially to the Department in any manner what so ever.
- (d) (i) If at any time the energy supplied under one method of charging is misused for purpose for which a higher method of charging is inforced, the Executive Engineer or Assistant Engineer of the Department, having jurisdiction, shall assess the quantum of energy so misused and charge for that quantum of energy, for a minimum period of six months or for such longer period as may be deemed justified in the circumstances of any given case, at thrice the normal rate applicable for the purpose for which the energy is misused.

In case where the energy consumed both in respect of authorizes and un authorized loads is recorded in the matter , the quantum of energy misused shall be computed, taking in to consideration the ratio of the unauthorised load to that of the authorized load.

- (ii) Where there is no recording of consumption of energy due to tampering of meter by a human agency, the quantity of energy misused shall be determined by the total number of running hours calculated for each category and then the amount of back billing to the consumer shall be determined at thrice the normal rate of such class of supply.
- (c) Where it is established to the satisfaction of an Engineer of the department that a consumer has dishonestly used or consumed or maliciously caused energy to be wasted or diverted, such officer shall estimate the value of the electrical energy thus used drawn, consumed wasted or diverted for the a period of six months.

Or for such period it may be deemed justified in the circumstances of a particular case , at thrice the normal rate of tariff applicable to the installation from which the energy is drawn , used consumed , wasted , or diverted , and demand and collect the same by including if in the next bill

Or by a separate bill. Such amount shall be deemed to be arrears of electricity charges neither failure to launch a prosecution nor the acquittal of the consumer in the event of a criminal prosecution having been launched against him on this account on a ground other than that the prosecution case is false, shall bar the proceedings under this provision .the levy of such arrears of electricity charges shall be without prejudice to the departments right to disconnect the service of the consumer and or take such other action as the department is entitled to take under an law for the time being in force. Any consumer aggrieved by an order of assessment made by an engineer of the department under these provisions may first pay the amount demanded and then may appeal to the next higher authority within a fort night of the communication of the order.

The appellate authority shall not entertain appears in such cases unless the arrears of electricity charges in compliance with the order appealed against have been duly paid by the appellant and such receipt in token of such payment conclosed with the appealed . The decision of the appellate authority shall be conclusive, final and binding on the appellant, and the department.

- (f) Where any consumer is detected to have been involved in the commission of any malpractice, with reference to use of electrical charges including un authorized alternations to installations, un authorized extensions and the use of devices to commits theft of electrical energy the department may without prejudice to its other right, cause the consumer's supply to be disconnected forthwith. The supply may be restored at the discretion of the department, if the consumer suitably compensates the department and complies with such other action as may be directed by the department in this regard.
- (g) If any consumer deliberately obstructs any employee of the department from inspecting the premises provided with the electrical installations or equipment belonging to the department or where the consumer in such premises is reasonably suspected to be involved in some act of malpractice prejudicial to the interest of the department may cause the supply to be disconnected forthwith without notice and keep such supply disconnected till the consumer afforts reasonable facility of inspection to the department. If such inspection reveals nothing to indicate any malpractice or acts prejudicial to the interest of the department, power supply shall be restored to one consumer by the department forthwith.
- (h) The employees of the department shall have the right of access to the consumer's premises at all reasonable hours for checking the instillations and equipment of the department and the consumer, and for all other purposes connected with the supply of electricity. Where there is reasons to suspect that the consumer is indulging in any malpractice with reference to use of electrical energy including un-authorised alternations to installations, un-authorised extensions and the use of devices to commit theft of electrical energy, the department shall be entitled to cause an inspection of the consumber's premises forthwith.

### 31. Discontinuance of supply.

(a) The department reserves the right to discontinue supply of electrical energy to a consumer on giving 24 hours notice in writing, if there is reason to believe that the consumer is contravening

- any of the provisions of the Act on the rules or these conditions of supply, or commuting a breach of his agreement, with the department or in the eve3nt of the consumer's bankruptey or the execution of any assignment for the benefit of the consumers' creditors or if the consumer is a limited company, in the event of compulsory or voluntary liquidation.
- (b) In the event of supply being disconnected for any of the reasons mentioned above, all the money then due from and payable by the consumer to the Department shall become due and recoverable forthwith and the consumer shall continue to pay the monthly minimum charges and the minimum guarantee, if any, for the un expired period of the agreement or, where there is no written agreement for the period which would have been applicable if an agreement had been executed.

### 32. Reservation of Rights

- (a) Save as provided for in the Act and the Rules the Department does not bind itself to connect any installation, unless the guaranteed revenue is sufficient to cover the cost of service and supply of electrical energy.
- (b) The Department always reserves the right at any time to end, cancel alter and to any of these conditions and schedule of service and miscellaneous charges.
- (c) Not-withstanding anything contained herein, the agreement executed by the consumer with the Department for the supply of electricity to the consumer is liable to be curtailed or staggered or suspended altogether during peak load hours or such other hours as may be deemed appropriate by the Department or as may be ordered by the Central Govt. under the Act or under the previsions of any other enactment, as amended and notified from time to time and governing the supply and use of electricity and the rules and regulations for the time being in force thereunder.

### 33. Interpretation

- (a) These conditions will be read and construed as being subject in all respect, to the provisions of the Act and o the provisions of any other law relating to the supply of electricity for the imbeing in force
- (b) Northing contained in these conditions shall abridge, curtail or prejudice the rights of the Department and of the consumer under any central act or any rules or orders made thereunder or the power of the electricity Department to relax, at its discretion, in individual cases on merit, any or all of the foregoing conditions.

### 34. Resale of Energy

(a) No consumer shall sell electrical energy supplied to him by the Department to any other person without the prior written permission of the Department. However, collection of electricity charges by the houses owners from the tenant for residential purposes shall not be deemed as sale of electrical energy.

### 35. RESTRICTIONS ON USE OF ELECTRICITY BY THE CONSUMERS:

The consumer shall curtail, stagger restrict regulate or altogether cease to use electricity as use when so directed by the Department, if the power position or any other emergency in the Department's power system warrants such a course of action and Department shall not be responsible for any loss or inconvenience occasioned to the consumer as a result of such curtailment, staggering, restrictions, regulation or such direction of use of Electricity. The Department may at its direction give such rebate or reduction in charges payable by the consumers on account of such curtailment, staggering or cessation of supply of electricity, as may be decided by the Department, if the curtailment, staggering or cessation is for a period exceeding one month.

### 36. SECURITY DEPOSIT:

The amount of the security deposit shall be calculated as follows:-

Domestic = Rs. 20/05 KW
and parts thereof or
commercial = Rs. 30/05 KW
and part thereof or
all other = Rs. 50/1 KW
and part thereof or
all other = Rs. 50/1 KW
and part thereof or

In case of temporary supply the amount of security deposits shall be as follows:-

LT Single Phase Supply = Rs. 100/-LT Three Phase Supply = Rs. 200/-

### SCHEDULE OF SERVICE AND MISCELLANEOUS CHARGE:

- (a) Service line to the consumers will be provided in accordance with the provisions contained in clause 7 herein above.
- (b) Extension or additions to service line, if any, to meet increased demands will be charges for on the same basis as stated in clause 7 herein above.
- (c) Intending consumers will be furnished with an estimate of cost and this amount is payable in advance On completion of work, a bil for the actual amount payable, will be forwarded to the consumer, and any difference between the advance payment and the value of the estimate shall be paid by or refunded to the consumer as the case may be
- (d) The service connection charges are payable in advance and in no case, work will be carried our unless these charges are so paid.
- (e) No materials what so ever shall be accepted from the consumers fro the purpose of service connection.

### 2. TEMPORARY SUPPLY:

- (a) Charges for depreciation on returnable materials at the rate of 4 percent per month or part thereof.
- (b) Labour charges: as per actual cost both for erection and dismantling.
- (c) Probable energy supply charges: The charges for current supplied shall be such as may be notified from time to time by the Administration in the schedule of tariff.
- (d) Cost of non returnable materials Actual cost to be charged.
- (e) Service redered charged:-
  - (i) Single phase service 15 per cent on (a+b+c)
  - (ii) Poly-phase service

Note: A token amount of Rs. 5/- (Rupees Five Only) will be deducted out of the Security Deposit for inspection of sport and preparation of the estimate etc. for temporary power supply provided the consumers to do not come forward after the power is sanctioned.

### 3. CHARGES FOR HIRE OF METERS:

- (a) Here of meter where it is the property of the Department:-
  - (i) Single phase

Meter 50 p. per meter per month (ii) Poly phase meter Rs. 1/- per meter per month

(iii) Demand for special type of meter Rs. 4/- per meter per month.

Note: For the first month of service connection or on reconnection, the meters rent will be 50 per sen only, if the period of 15 days or less and full if the period is more than 15 days. For the month in which the meter is removed the rent will be calculated on Similar basis.

### 4. CHARGES FOR TESTING & RESALING OF EQUIPMENT:-

(a) (i) Single phase meter Rs. 10/(ii) Poly phase meter Rs. 25/(iii) Demand or special type Rs. 30/-

(b) Resealing of Meters, maximum demand indicators, cutouts and instruments of the Department in the consumer's premises if found broken, Rs. 5/-

Note: (1) The rates are applicable for testing meters at the instance of the consumer.

- (2) The amount collected will be refunded or readjusted in the monthly bills, if the meter is inaccurate.
- (3) These charges not applicable for the sealing broken by Department's employees for the purpose of inspection, testing disconnections, replacement of fuses etc.
- 5. Charges for Rating of installations:
  - (a) Re-rating of lightling installation Rs. 10/- (ten).
  - (b) Re-rating of motive power installation Rs. 20/- (twenty).
- 6. Charges for testing of installation:
  - (a) The first test and inspection a new installation shall be carried out free of energes, but should any futher test and/or inspection be found necessary owing to any fault in the installation or non compliance with the

conditions of supply. The charges payable in advance for cash additional test and/or inspection shall be Rs. 10/- (Ten).

7. Charges for re-connections

(a) Low tension service single phase supply:

(i) LTIC cut outs on meter board Rs. 5.00 (ii) on the pole aearial cut out Rs. 10.00

(b) Low tension service three phase supply:

(i) on the pole serial cut outs Rs. 20.00

(ii) LTIC cutout on meter beard Rs. 10.00

(c) High tension service Rs. 50.00

### Note:

1. If the same consumer is reconnected more than twice with in a period of twelve months, 50 per cent will be added to the foregoing charges.

Explanation: Period of twelve months is to be calculated with reference to the period immediately preceding the reconnection specified and has no relevance to calendar year.

- 2. A new consumer who occupies a premises after paying arrears outstanding against an installation under disconnection in the same promises, will be reconnected free of cost.
- 8. Charges for service Calls:
  - (a) Charges for attendance of fuseman where the failure of supply is due to the fault of consumer's installation.
  - (i) Rs. 1/- per call for LT consumers upto 25 amps.
  - (ii) Rs. 2/- per call for LT consumer above 25 amps.
  - (iii) Rs. 3/- per call for HT consumers.
  - (b) Charges for continuous attendance of fuseman at consumer's premises during any function (Maximum 8 hours subject to availability of fuseman) Rs. 5/-.

Note: The charges levied are for each call made, including un necessary calls irrespective of the fuses renewed as a point of supply.

- 9. Other miscellaneous Charges:
  - (a) Changing meter only at the request of the consumer where it is not necessitated by increase. In consumption are demand permanently i.e. for temporary increase in load etc. Rs. 5/-.

Note: For special occasions like marriage, festivals, etc. consumers requiring additional power for short periods shall be charged a fee of Rs. 5/- towards temporarily chanding the existing meter in case the capacity is insufficient. This does not come under purview of temporary supply which envisages a separate service to the consumer.

- (b) Changing or moving a meter board: Actual cost plus departmental charges @ 15% of actual cost.
- (c) Replacement of meter cards found to be missing from consumer's premises;

Rs. 1.00.

(d) Posting of transformer Oil (first sample).

Rs. 50.00

(e) High tension power supply agreement forms (for each transfer as assignment)

Rs. 2.00. Rs. 1.00

(f) Low tension power supply.

Rs. 1.00

(g) Non commercial consumers agreement form

Rs. 5.00

(h) Commercial consumers or cinema agreement form(i) Industrial power supply at Low tension agreement form

Rs. 20.00

(j) For inspecting the premises for the second and subsequent time for the preparation of estimate for service males the event of the absence for the consumer during inspection or for modification of the estimate already prepared at the rquest of the consumer.

Rs. 10.00

### 10. Miscellaneous Works:

The charges payable in advance for any work which the Department may undertake for the consumer and which is not included in the foregoing schedule, shall be the actual cost plus 15% of departmental charges. Estimate will be furnishen by the consumer.

### 11. Ignorance of Rules:

Ignorance of procedure and rules on the part of the consumer will not lexoserate him from payment of any fees due to the Department.

PART IV ANNEXURE-I

## ANDAMAN AND NICOBAR ADMINISTRATION ELECTRICITY DEPARTMENT

Application for Electric supply for Domestic / Commercial Industrial purposes Clause 4(a) I)

То

The Executive Engineer / Assistant Engineer/ Junior Engineer, Electricity Department......
Andaman & Nicobar Islands, Port Blair......

Sir,

(1) I/We hereby require you, in accordance with clause VI of the schedule to the Indian Electricity Act 1910 within one month or within such longer period as the Electricity Department may allow, from the date of this requisition to supply energy for the premises owned / occupied by me/us and situated within the area of supply.

I/ We further require you to supply me/us with the necessary /meters on hire in terms of section 26 of the Indian Electricity Act, 1910. I/We agree to give such security as may be required for the price of the meter/meters, whenever called upon to do so.

(2) Applicant's name:

Occupation / Designation

House no. and /or name of the premises:

Street: Locality: Town:

Village or taluk:

Owned by:

Tenanted by:

Written permission of the landlord tendered:

Yes/No/not applicable

The following are my/our requirements:-

No. of points wattage total wattage

- 3. (A) Domestic (or Residential)
  - a LIGHTS:
  - b Fans:
  - c Heating & small Powers:
  - d Plug points
  - (B) Commercial Power motor & or Apparatus:
  - a. Lights:
  - b. Fans:
  - c. Heating & small Power:
  - d. Plug Points:

\_\_\_\_\_\_

No of Points HP & KV Total HP &KW Purpose

- (C) Industrial Power MOTOR and or apparatus:
- a Low Voltage:
- b Medium Voltage:
- c High Voltage:
- d Other purposes:
- 4. Total connected load applied in watts/ Kilowatts:
- 5. This requisition is for:-
  - (i) A new service:
  - (ii) A sub service from an existing service:

The name and address of the consumer whose service is to be tapped:

His service No. is .....

| 6. | The system of wiring will be:      |
|----|------------------------------------|
| 7. | The wiring work will be carried by |

Name : Address: Applicants Signature: Present Address:

Dated the of 19

### Note:

- 1. The applicant is requested to complete the clause referring to this requisitions and to strike out clauses which are not applicable.
- 2. Under first provision to clause VI (1) of the schedule to the Indian Electricity Act 1910 the Electricity Department shall not be bound to comply with any such requisition unless and until the person making:-
- (a) Within fourteen days after the service on him by the Electricity Department of notice in writing in this behalf/tenders to the Electricity Department of notice in writing in this behalf/tenders to the Electricity Department a written contract in the form duly executed and with sufficient security binding himself to take the supply of energy for not less than two years to such amount will assure the Department at current rates, a reasonable return and.
- (b) If required by the Department so to do pays the cost of any service line as may be laid down or placed for the purpose of supply upon the property in respect of which the requisition is made, and of so much of any service line as it may be necessary for the said purposes to lay down or place beyond 30 members from the Deptt.'s distributing mains although not on that property.

| ANNEXURE-II                          |
|--------------------------------------|
| ELECTRICITY DEPARTMENT A & N Islands |

Agreement for electricity supply for domestic, commercial and Industrial purposes. (Para 4 (a) (ii) )

To

The Executive Engineer, Assistant Engineer, Junior Engineer,

I/We hereby agree to take electric connection from the Electricity department at the premises stated be low for supply of electrical energy not exceeding load of my/our installation as stated on below for a period not less than two years from the date of commencement of supply at the tariff rates and the conditions of supply in force from time to time and also pay all such other proper charges as become due from me us from time to time at rates as prescribed in the Rules and conditions of supply I/We further agree thatI/we lodge with you deposit calculated as prescribed in the conditions of supply, and I/we hereby declare that the said conditions of supply have been perused by/read to me/us and I/we agree to be bound by provision of clause VI of the Schedule to the Indian Electricity Act, 1910 and Indian Electricity Act 1910 and Indian electricity supply Act( 1948). I/we hereby request you to supply the required energy with in one month or such longer period as the electricity department may allow from the date of requisition.

I/we further require you to supply me/us with the necessary meter/meters on hire in terms of section 26 of the Indian Electricity Act, 1910. I/we agree to give such security as may be require for the price of the meter/meters whenever called upon to do so.

I/we agree to bear any cost or repairs of replacements arising during the first year of servicing of the installations due to the defect in the internal wiring of my/our installations.

I/we shall agree to the back billing by the Electricity Department upto a maximum of six months at thrice the normal rate of tariff applicable, if the meter/meters is/are tempered, thus resulting in the readings being non recorded or in showing the units consumed considerably less.

| Signat<br>Age:<br>Presen   | requisition form<br>ure of applicant:<br>at address:<br>ure and address   |                  |           | attached herewi                    | th.           | C: 1                       |                     |           |       |
|--|---|------------------|-----------|------------------------------------|---------------|----------------------------|---------------------|-----------|-------|
|  |   |                  |           |                                    |               | Signature<br>utive Engir   | neer:               |           |       |
|  |   |                  |           |                                    |               | stant Engin<br>ior Enginee |                     |           |       |
| WIRING COM   | IPLETION AND  | TEST RE          | PORT      |                                    |               |                            |                     |           |       |
| Application No Load sanctions No. of outlay:   | o.  | Tariff A         | applicab  | t Amount                           | Place:        | Date:                      |                     |           |       |
| То   |   |                  | •         |                                    |               |                            |                     |           |       |
|  | The Assistant I<br>The Junior Eng<br>Electricity Dep  | gineer           |           |                                    |               |                            |                     |           |       |
|  | vish to inform yo<br>is now ready fo  |                  | e instal  | lation at occup                    | ied           | ha                         | as been complete    | d by me/  | as in |
|  | enclose herewith<br>etails of the insta   | -                |           |                                    | _             | for this ins               | tallation.          |           |       |
| Nature of demand   | No. of points   | Wattag<br>points | e of      | Installation<br>Watt.              | Total<br>Watt | Descript<br>Resistan       |                     |           |       |
| LIGHTING<br>Lights   | <ul><li>(a) Drops</li><li>(c) Brackets</li><li>(d) Water Light</li><li>(e) Other Fitting</li><li>Fans</li><li>Watt plus</li></ul> |                  |           |                                    |               |                            |                     |           |       |
| Domestic App.<br>Cookers,<br>Refrigeraters,<br>Water heaters,<br>Other purpose<br>Wall Plugs |   |                  |           |                                    |               |                            | _                   |           |       |
|  |   | BHP              | Total     | Insulation                         | Desc          | ription of                 | -<br>Remarks        |           |       |
|  | Nos.  | Each             | ВНР       | resistance to<br>earth             | o wiring      | g between<br>pole          |                     |           |       |
| Motors:<br>Industrial:<br>Pumps:<br>Other purpose  | s:  |                  |           |                                    |               |                            | _                   |           |       |
| Six of wire copping/cleati   | e, standing,<br>ing/TSS/Metals  | 0                |           | lticore, type<br>ct wiring size of |               | sulations,<br>etc.         | open/teakwood       | casing    | and   |
| No. of   | distribution boa  | ırds, start      | ers, iror | ı clad switches e                  | etc.          |                            |                     |           |       |
| The in   | sulation was test   | ted by me        | e/us on   | in acco                            | rdance w      | rith the Ind               | ian Electricity Rul | es, 1956. |       |
|  | nature  |                  |           | Signature (                        | of the wir    | ing Contra                 | ctor                |           |       |
|  |   |                  |           | 0 - 33 (                           |               | 0                          |                     |           |       |

### (For department's use)

| (a)                       | out free of charge but should   | of new installation or of an extension to on existing installation shall be carried d any further test or inspection to found necessary owing to any fault in the iance with the regulations of supply, the charges, payable in advance for each on shall be Rs. 5/ |  |  |
|---------------------------|---|---|--|--|
|                           | Type of premises:   | Consumers' No.  |  |  |
| Total                     | No. of points/meters  | Dated of servicing  |  |  |
|                           |   | <ul><li>(a) Date of providing service connection.</li><li>(b) Date of commencement of supply:</li></ul>   |  |  |
| Total                     | connected load  | New Service   |  |  |
| Load                      | connected on phases:  | Tapping:  |  |  |
|                           |   | A:<br>B:<br>C:  |  |  |
| Telep                     | hone crossing   | From Pole No.   |  |  |
| DISTI                     | RIBUTION TRANSFORMER  | SERVICE LINE  |  |  |
| Locati<br>Voltaș<br>Capac | ge ratio  | <ul><li>(a) Feeder No.</li><li>(b) Phase of connection:</li><li>(c) Total connected load including this connection</li></ul>  |  |  |
| CON                       | NECTED LOAD:  |   |  |  |
| (b) T                     | ransformer:<br>ransformer feeder:<br>otal connected load including th | nis connection:   |  |  |
| METE                      | ER  |   |  |  |
|                           | of make:  | Cut out<br>Length of service line in Meter:   |  |  |
| Serial                    | Number:   | Test (in megger value)  |  |  |

Between phases Phase to earth.

GENERAL:

Initial reading

Meter sealed:

- (a) Cover
- (b) At terminal covers;

Does installation comply with rules:

Are nay effects noticed:

Rotation of meter checked OK.

Meter Card Fixed:

Certified that the installation was tested and meggered by me.

Junior Engineer

State Whether residence, shop, office, hotel, restaurants, cinema, theatre, hospital, religious, Education institution, Factory (Describe), Agricultural pumping, other pumping (Describe) cottage Industry (describe).

Sanction No.

LEDGER FOLIO No.

WO No. & Date:

Account No.

INSTALLATION.

History sheet No.

Service

AR Accountant

(For office Use only)

Checked

### **ANNEXURE-III**

**Assistant Engineer** 

## ANDAMAN AND NICOBAR ADMINISTRATION ELECTRICITY DEPARTMENT

Agreement for power supply at low tension for industrial (motive) power to power installations with connected load of 1 HP and above.

Hereinafter called the 'consumer' which expression shall wherever the context so admits, include his successor or successors is business and permitted assigns or his heirs, executor administrators of the other part.

- 1) Powers supply required for hotels and canteens run by contractor's residential quarters other than these of the watch and ward, show and sales rooms used for sales to public, street lights on approach road and in the residential area, club etc, though situated within the factory/Mill premises will be separately metered and billed for at the appropriate tariff for power supply in force from time to time.
- 2) The electrical energy utilized under this agreement for bonafide lighting including (1) Yard light (2) first aid centres (offices (4) factory/works, mill run canteens (5) watch and ware within the premises of consumer's factory/works/mills shall not in any one month exceed 15 (Fifteen) percent of that utilized for industrial (motive) purposes. Electrical energy used in excess of the ove quantity shall be filled for at the appropriate rates. The street lights and such other items not within the premises of the consumer's factory/works/mill and/or not directly connected with the manufacturing process of the consumer's factory/works/mill will be separately metered and billed for at appropriate tariffs for power supply in force from time to time.
- 3)(a) In this agreement, unless the context otherwise requires the Act shall mean the INDIAN Electricity Act, 1910 and Electricity Supply (Act), 1948 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.
  - (b) The 'Rules' shall mean the Rules and Regulations framed under the Act for the time being in force.

### Monthly minimum charges:

(b)

4) The consumer hereby agrees and consents that in consideration of the supplier reserving the quantum of power specified in clause 5 herein to pay to the supplier monthly power supply charges of no less than the monthly minimum charges to accordance with the standard tariff applicable to this class of laid viz irrespective of the fact whether the consumer avails of the power supply or not.

### 5) CONNECTED LOAD

During the period of supply is hereinafter mentioned the supplier shall supply to the consumer and the consumer shall take from the supplier electrical energy required by the consumer for the purpose herein above specified at a single point of supply within 30 metres from the suppliers power the normal HP of the meter/meters installed by the consumer.

### Proper use of Power:

- 6) (a) Electrical energy supplied under this agreement shall not be utilized by the consumer in a manner whatsoever prejudicial to the supplier and all usage must be according to such method or methods and in such place or places as have been previously approved by the supplier. The consumer agrees to not resell the electrical energy to another person without obtaining the prior written consent of the supplier.
  - (b) The consumer also agrees to make use of the power supply during day and night except during peak load hours of supply i.e. from 1700 hrs. to 2100 hrs. If the consumer commits breach of any of the above conditions, the supplier will have the option of terminating the agreement and also levying penalty amounting to twice he rate applicable for the purpose for which the energy is actually used. The decision of the supplier as to the amount and period for which penalty is to be levied shall be final.

### Continuity of Power supply:

The supplier shall take all reasonable precautions to ensure continuity of supply power to the consumer at the point of supply, but he shall not be liable to the consumer for any loss due to interruptions in the supply during wae ,mutinity ,riots labour diosputes , or by reasons of earth quake, ,hurricane , tempest or any accident or any causes beyond the control of suppluier provided always that the supplier shall give notice through press or radio as early, as possible about proble duration of any interruption is supply as may be necessiated due to any of the aforesaid causes and shall use every practical means to minimize the period of is terruption.

### Damage to person property:

8) The supplier will not be liable in any event except for the negligence of the supplier for damage to person or property arising, occurring or resulting from the use of the power.

### SYSTEM OF SUPPLY:

- 9) (a) the supply of electrical energy to the consumer shall be in the form of these phase alternating current at a frequency of 50 cycles per second and a pressure of volts, subject to the tolerance limits permitted by the Act and the RULES.
- (b) The supplier shall provide the service line free of cost upto a maximum of 30 metres outside the limits of the property in respect of which the requisition for supply of electrical energy has been made from the nearest distributing main. Any length in exece of 30 metres as defined above and the whole of the service line within the limits of the property in respect of the application made shall be paid for by the consumers. The service line so provided shall always be deemed to be the property of the supplier for maintenance purposes from the date of service of the consumer's installation, not withstanding the payment thereof made by the consumer to the supplier. The consumer agrees to bear any cost of repair or replacement arising during the first year of servicing of the installation due to the service connection works of any installation.

### 10. POINT OF SUPPLY AND METERING:

(a) the metering shall be at the point of supply. But if due to lack of necessary equipment, the metering is done by the supplier at a point other than the point of supply, the power losses in the equipment etc. the point of supply and point of actual metering will be added on the actual quantity of power recorded and the sum total thereof reckoned for billing purposes.

### CHECK METERS:

(b) The consumer may at his own expense install check meter in his feeders at the works/mill/factory.

### METER SEALS:

(c) The meters and cutout sealed by the supplier shall not be interfered with by the consumer.

### 11. DISCONNECTION OF POWER SUPPLY FOR ROUTINE TEST:

The supplier reserves the sight to discontinues the supply of power after notice for the purpose of routine testing for a period not exceeding an hour once every month and also at any other time if it appears necessary to the supplier to test any position of the plant in order to secure subsequent continuity of supply or for the purpose of connection new machinery. This monthly stoppage may at the opinion of the supplier, be extended on due notice of six hours once in every six months. No indemnity or compensation shall be claimed by the consumer for such stoppage or inconvenience resulting therefrom.

### 12. ACCOMMODATIONS FOR SUPPLIER APPARATUS:

(a) During the continuance of this agreement the consumer shall provide and continue to provide free of charge and/or rent, accommodation, duly approved by the authorized employees or agents or officers of the supplier, for the housing or suppliers equipment and apparatus necessary for the performance of this agreement. The supplier shall be at liberty to bring upon the accommodation so provided at the consumer premises not only the cables required for the supply of electrical energy to the consumers through the cable, equipment, accessories and terminals etc. situated at the consumers premises provided the consumer shall, in no way, interfere with the power supply or its continuity jeopardized as a result of such action on the part of the supplier.

### 13. ENTRY IN THE CONSUMER'S PREMISES:

The authorized employees or officers of the supplier shall, at all reasonable times, without notice, be entitled to enter the premises of the consumer to read the meter/meters and/or inspect the entire electrical installation only on the production of permit issued by the supplier or his authorized representatives. Such permit shall be produced before the consumer or employee or representative of the consumer incharge of the installation.

Any attempt on the part of the consumer, or his agents, or his employees, or anyone else, perporting to set on his behalf and in his interest, to prevent such entry of authorized employees of the consumer shall render the consumer liable to have the power supply cut off immediately and reconnection shall not be made until the cost of disconnection and reconnection has been duly paid by the consumer.

### 14. CONSUMERS INCREASED LOAD REQUIREMENTS:

- (a) If the consumer desires to increase the power specified in clause 5 thereof he shall give due and proper notice in writing to the supplier for the additional power required , and should be supplier be not able to supply this additional power, he shall within six months of the receipt of such notice intimate whether or not he undertakes to supply the full additional power asked for within one year from the date of receipt of the notice from the consumer or
- (b) In the Event of the supplier intimating his inability to supply such additional power if the supplier fails within the said six months to intimate as to whether or not the supplier can supply additional power, the consumer shall be at liberty to utilized his own generating plant provided however, that such plant shall be operated only when the maximum demand or rated lead is not less than the contractor demand specified in clause 5 at the time supplier shall has intimated his inability to supply the additional power.
- (c) If at any time during a month the connected load specified in this agreement is unauthorisedly increased by the consumer, then without prejudice to any criminal prosecution or other legal action which the supplier may take against the consumer, the consumer shall on demand pay to the supplier for such connected load exceeding the load indicated in this agreement, at thrice the normal rate per HP per month.

### 15. Termination of agreement when consumer fails to take power supply:

Should the consumer continue to take power for a period exceeding three consecutive months, the supplier shall be at liberty to terminate this agreement by giving seven days clear notice to the consumer and upon such termination of the agreement, the consumer shall forthwith pay to the supplier all the amounts then due as per this agreement together with a further sum equal to the total amount of the monthly minimum charges based on nominal HP (of the motor/motors installed by the consumer) as specified the clause 5 hereof or on capital case incurred by the supplier which ever is higher, for the unexpired period of this agreement, and the supplier shall be entitled to remove from the premises of the consumer all equipment, apparatus and fixtures belonging to the suppliers.

### 16. Monthly payment of power supply charges:

(a) The consumer shall pay to the supplier every month charges for the electrical energy supplied to the consumer during the proceeding month i.e. for period between meter reading date in particular month and the corresponding meter reading date of the immediately succeeding month, at the rates and monthly minimum charge

specified in the supplier's standard tariff schedule in force from time to time and applicable to the class of power supply as specific in this agreement.

Variation in tariff and/or Mode of Billings:

(b) This agreement is based on the existing tariff for power supply. If the A & N Administration or the supplier wants to reasonably vary the rates of monthly minimum reasonably after the mode of billing referred to in this agreement communicate with any variation in the cost of production and supply of he power during the contain and of this agreement, the consumer will abide by such changes and pay the varied charges to the supplier.

### Disconnection for Arrears:

(c) In case the consumer falls to pay any charges due for power supplied, within 15 days after the date of presentation of the bill, the supplier shall have the options to cut off the supply of power after giving seven clear days notice to the consumer without prejudice to the recovery of all dues from the consumer, including the cost of power supplied upto the date on which supply of power is cut off. In such eventuality the consumer shall also be liable to pay monthly minimum charges prescribed under this agreement during the entire period of such stoppage of power supply.

### 17. Period of this agreement:

(a) This agreement shall commence from the date of power supply specified in sub-clause (b) of this clause and shall continue for a period of two (2 years therefrom subject to earlier termination under any of the provisions of this agreement or upon either party giving one month's notice in writing of its intention for terminate this agreement but without prejudice to the rights and liabilities of either party in respect of any matter antecedent to such termination.

### Commencement of Supply:

(b) Within a period of three months from the date of intimation from the supplier or any office authorized by the supplier, that the supply of electrical energy is available, the consumer shall commence to take the supply of electrical energy under this agreement and unless in the opinion of the supplier the consumer is unable to take such supply for causes beyond his control, the date of commencement of supply shall be the date of the expiry of the said three months period or the date of actual commencement of supply whichever is earlier and from such date the consumer shall become liable to pay to the supplier the amount of monthly power supplier charges and monthly minimum charges as prescribed under this agreement.

### 18. Discontinuance of power supply as per Act and the Rules:

(a) In the event of the supply of energy being disconnected by the supplier inconsequence of any breach or Default on the part of the consumer entitling the supplier so to do under the provisions of the Act and rules , the amount of charges for the electrical energy already supplied and all other amounts then payable under the agreement shall become due and recoverable forthwith provided always and it is hereby expressly declared that during the period of such discontinuance the consumer shall continue to pay the monthly minimum charges prescribed under this agreement

### Power Factor:

(b) the power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 90 (ninety) percent. If the power factor drops below 90 (ninety) percent, it must be brought up by installing standard power factor improvement equipment approved by the supplier failing. Which the power supply may be discontinued. The power factor shall be that determined during the half of maximum use of any working day in the month.

### Misuse of Power:

(1) Where it is established to the satisfaction of supplier that the consumer has dishonestly abstracted, used or wasted electrical energy, such officer shall estimate the value of the electrical energy thus obstructed, consumed, used or wasted and demand and collect the value by including the same in the next bill or by a separate bill.

Such amount shall be deemed to be arrears of electricity charges. Neither failure to launch prosecution for the acquittal of the consumer in criminal prosecution launched against him on this account on a ground her than that the persecution case is false, shall bar the proceeding under this provision. The levy of this arrear of electrical charges under this clause shall be without prejudice to the supplier's right to disconnect the service of the consumer and/or take such other section as it is entitled to under the law. Any consumer aggrieved by an order of assessment of arrears of electricity charges made by the supplier may first pay the amount demanded and than may appeal to

the next Higher Authorities within a forenight of the communication of the order. The order passed by the appellate authority shall be concussive, final and blading on the consumer and the supplier.

(2) Where the consumer is detected to have been involved in the commission of any malpractice with reference to use of electrical energy, including unauthorized alteration of installations, un-authorised extension and use of devices to commit theft of electrical energy, the supplier may without prejudice to its other rights.

Cause the consumer supply to be forthwith disconnected. The supply may be restored at the discretion of the supplier, if the consumer suitably compensates the suppliers and takes such other sation as may be directed by the supplier in this regard.

(3) If the consumer deliberately obstructs any employees of the supplier from inspecting the premises to which supply is given or the electrical installations or equipments belonging to the supplier or the consumer situated in such premises, and there is reason to suspect a malpractice, the supplier may cause the supply to be disconnected till the consumer affords due and reasonable facilities for inspection. If such inspection reveals nothing to indicate the carrying out such malpractices, power supply shall be restored to the consumer by the supplier without recovering any extra charges for such restoration. The supplier and its authorities, agents and or servants shall have the right of access to the consumer's premises at all reasonable time for checking the installation and equipment of the supplier and the consumer, insisted therein and for all other purposes connected with the supply of electricity. Where there is reason to suspect that the consumer has indulged in any malpractices with reference to use of electrical energy, including un-authorised alternations to the installation, unauthorized extensions and the use of devices to commit theft of electrical energy, the supplier shall be entitled to inspect the consumer's premises at any reasonable time.

### Termination of Agreements:

If at any time during the continuance of this agreement the consumer, without the previous consent of the supplier in writing.

- (a) being a limited company, pass resolution for winding op its affairs of be ordered to be wound up by court of competent jurisdiction, and being an individual becomes in-solvent and/or bankrupt.
- (b) Execute or create any mortgage, charge or other encumbrance on any property or assest of the consumer so as to prejudicially allot the supplier's electrical meters, plant, apparatus and equipment installed in the consumer's premises or any part there of, or say right exercisable by the supplier in connection with the said electrical meters, plant apparatus and equipment.
- (c) Commit any breach of or fail to observe and perform any of the conditions conversant and provisions contained in this agreement and on his part to be observed and performed, the supplies shall be as liberty to terminate this agreement by giving seven days class notice to the consumer and upon such termination the consumer shall forthwith pay to the supplier all the amounts then due and recoverable from him by the supplier as per this agreement together with a further sum equal to the total amount of the monthly minimum charges based on nominal HP (of the meter/meters installed by the consumer) or capital cost incurred by the supplier (whichever is higher) for the unexpired period of the agreement as and by way of liquidated damages.
- 20. Assignment or transfer of the benefit of this agreement by the consumer

The consumer shall not, without the previous consent in writing of the supplier, assigns, transfer or otherwise part with the benefit of under this agreement to favour of another person and shall not is any part with or create any partial or separate interest in it.

21 . consumer to modify all charges in this machinery etc:

The consumer shall notify the supplier any change made in the equipment , machinery or motors installed by him through his connected load is not exceeding due to such change . Failure to get prior approval for such changes in equipment may result in disconnection of electrical energy

(a) General Conditions and Miscellaneous Charges:

The existing general conditions and miscellaneous charges for supply of electrical energy set put in part III of the Andaman and Nicobar Islands Electrical Energy Control of supply distribution consumption and use of electrical Energy order 1983, shall be deemed to be an integral part and parcel of this agreement and shall govern the parties hereto in so far as applicable. The parties hereto abide by the changes made from time to time in these general conditions and miscellaneous charges.

Supplier's Advice:

- (b) The supplier shall, from time to time provide free of charge such expert advice and assistance as may be required by the consumer and as may in the sale disrection of the supplier be made available in the circumstances in condition with the electric installation in the ................................. But there shall be no obligations upon the supplier under this clause in the event of any requirement of the consumer exalting extra expenses to the supplier.
- 22. Applications of the provisions of the Act and Rules:

The provisions of the Act and the Rules for the time being in force shall apply to all matters not herein before specifically provided.

### 23. Marginal Notes:

The Marginal notes do not form part of this agreement and shall not be referred to for the consruction and interruption of any of the provisions of this agreement. In witness where of the parties here to have herewith set their hands and seals of office, on the day, month and year first above written.

1. Witness

Signature
Executive Engineer
ELECTRICITY DEPARTMENT A & N ISLANDS
For and on behalf of the President of India.

2. Witness

Signature of Consumer

Note: For renewal of agreement delete clause (7) (b) in full under dated full signature of the consumers and that of the Officer authorized in this behalf to sign the Agreement.

By Order and in the Name of the Lt. Governor

## ANDAMAN AND NICOBAR ADMINISTRATION SECRETARIAT

Port Blair, dated the 9th August, 1985.

### Notification

No. 4-3(3)/ 84 – power (PL). In exercise of the powers conferred by section 22-B of the Indian Electricity Act, 1910( Act 9 of 1910) read with the Govt. of India, Ministry of Home Affairs Notification No. F 2/2/60- Ind (II) dated the  $11^{th}$  March, 1960, the Administrator ( Lt. Governor) , Andaman and Nicobar Islands hereby makes the following order to amend the Andaman and Nicobar Islands Electrical Energy (control and supply distributor, consumption and use) Order, 1983, namely:-

- 1. (1) This order may be called the Andaman and Nicobar Islands Electrical Energy (Control and supply, distribution, consumption and use) (Amendment) order, 1985.
  - (2) It Shall come into force with immediate effect.
- 2. In the Andaman and Nicobar Isalnds Electrical Energy (control and supply, distribution, consumption and use) order, 1983,-
  - (a) in clause 4 (a) (i),-
  - (i) for the words, "signed by the owner of the lawful occupier, occurring in the last sentence, the words" shall be substituted;
  - (ii) after the last sentence, the following shall be added, namely:-
  - "The applicant shall, alongwith his application submit documentary proof in support of his right, title or interest over the land and building in which the electrical energy supply is applied for. In case the applicant fails to submit necessary documents to the satisfaction of the licensee, the application is liable to be rejected".
  - (b) in Annexure -I,-
  - (i) after para (1), the following shall be added namely:-
  - "Attested /certified copy of valid document/ record, issued by the Revenue Authorities not below the rank of a Tahsildar, in support of my/our right/ title or interest over the land and building and the building plan approved by the Port Blair Municipal Board (in respect of the buildings in Port Blair Municipal area)) where the energy supply is hereby requested for, are enclosed. I/we undertake to produce the original records as and when called of ...
  - (ii) after existing Note 2, the following note shall be added, namely:-
  - "3. The application is liable to be rejected, if the licensee is satisfied that the application is in unauthorized occupation of the premises where electrical energy supply is applied for. The applicants are, therefore, required to furnish, valied documentary proof, issued by the Revenue Authorities not below the rank of a Tahsildar, in support of their right, title or interest in or over the land and building and the building plant duly approved by the Port Blair Municipal Board, in respect of the buildings within the Port Blair Municipal areas"

By Order

### **Assistant Secretary ( Power)**

- 1.Copy forwarded to the Superintending Engineer, Electricity Department for information and further action in the matter. The required number of copies of the Gazette in which the notification is published may be obtained from the Manager Govt. Press , Port Blair direct.
- 2. Forwarded to the Manager Govt. Press, Port Blair, with the request to publish the above notification in an extra ordinary issue of A & N Gazette forthwith 300 copies of the Gazette may be supplied to Planning Section (Power), and 5 copies to the Legal Section, secretariat.

Copy to Hindi Cell, Secretariat for translation in Hindi version.

- 4. File No. 6-1/48-Power 5. File No.6/84- power.

**Assistant Secretary (Power)**