

PUNJAB STATE ELECTRICITY REGULATORY COMMISSION
SITE NO. 3, BLOCK B, SECTOR 18-A, MADHYA MARG, CHANDIGARH

Petition No. 28 of 2022
Date of hearing: 28.07.2022
Date of Order: 03.08.2022

Petition under section 142 of the Electricity Act, 2003 read with section 94 and other relevant provisions of the Electricity Act, 2003 read with Regulations, 45, 46 and 47 of the Supply Code 2014 other relevant rules and regulations as approved by Hon'ble Commission including regulation 69, 71 and 72 and other relevant provisions of Chapter XIII of the Conduction of Business Regulations 2005 as amended upto date for taking necessary action against the PSPCL for not complying with the directions given by this Hon'ble Commission and violating the provisions of the franchisee agreement, as approved by this Hon'ble Commission, and stopping the Single Point rebate to the petitioner and also issuing a demand for recovering the already paid single point rebate to the petitioner, without complying with the clause 19 of the Franchisee Agreement, i.e. in case of any dispute to first go for amicable settlement and in case of no settlement to approach sole arbitrator.

AND

In the Matter of : M/s Euthoria Developer Pvt. Ltd., Upper Basement, Mall of Amritsar MBN Farm, G.T. Road Amritsar. A/c No.: 3004771036 Through its authorized signatory, Col. Mandeep Singh (Retd.)

.....Petitioner

Versus

Punjab State Power Corporation Limited., through its Managing Director, The Mall, Patiala.

....Respondent

Commission: Sh. Viswajeet Khanna, Chairperson
Sh. Paramjeet Singh, Member

Petitioner: Sh. Tajender Joshi, Advocate

PSPCL: Sh. Rupinderjit Singh, CE/ARR&TR
Sh. Sukhjot Singh Sidhu, SE/Regulation
Sh. Arundeeep Singh Sidhu, AEE, City Centre, Amritsar
Sh. Ravi Luthra, SE/TR-2
Sh. Gurvinder Singh, Sr.Xen/TR-5
Sh. Baljinder Pal Singh AE/TR-5

ORDER

The petition was taken up for hearing on admission. The counsel for the petitioner stated that the present petition has been filed under section 142 of the Electricity Act, 2003 read with section 94 and other relevant provisions of the Supply Code 2014 for taking action against PSPCL for not complying with the directions issued by the Commission. The counsel alleged that PSPCL has violated the clause 19 of the franchisee agreement, as approved by the Commission, by stopping the Single Point rebate and also issuing a demand for recovering the already paid single point rebate to the petitioner without complying with the provisions of the agreement. The officer present on behalf of PSPCL submitted that the franchisee agreement is a bilateral agreement signed between the parties and this agreement has not been approved by the Commission. No directions or orders of the Commission have been violated by PSPCL. Further, the petitioner is contesting the stoppage & recovery of single point rebate but as per clause 19 of the franchisee agreement it is provided that in case of any dispute between the parties, such dispute shall be adjudicated by means of arbitration under Arbitration and Conciliation Act 1996. Thus the present petition is not maintainable before the Commission.

After hearing the parties, the Commission observed that the franchisee agreement signed by the petitioner and PSPCL has not been approved by

the Commission. The parties have entered into a bilateral agreement and as such are bound by the conditions of this franchisee agreement. Clause 19 of the franchisee agreement reads as under:

“19. In case of any dispute between PSPCL and Distribution Franchisee, matter shall first attempted to be resolved by means of mutual negotiation and amicable resolution and upon failure of such amicable resolution within a period of 30 days, all such disputes and differences shall be adjudicated by means of Arbitration by a sole arbitrator to be mutually agreed to by the parties. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Chandigarh/Patiala and the language of arbitration shall be English.”

Since there is specific provision in the franchisee agreement for the settlement of disputes between the distribution licensee and the franchisee including non-compliance of other clauses of agreement, therefore it is open to the petitioner to avail the remedy provided in the franchisee agreement. The counsel for the petitioner also failed to point out any contravention of any of the provisions of regulations, orders or directions of the Commission by PSPCL which would warrants initiation of proceedings under section 142 of the Act.

In view of the above, the petition is not maintainable and is dismissed accordingly.

Sd/-

(Paramjeet Singh)
Member

Chandigarh

Dated: **03.08.2022**

Sd/-

(Viswajeet Khanna)
Chairperson