

**BEFORE THE HARYANA ELECTRICITY REGULATORY COMMISSION AT
PANCHKULA**

Case No. HERC/P. No. 37 of 2025

Date of Hearing : 08/04/2026

Date of Order : 14/05/2026

IN THE MATTER OF:

Petition under Sections 142 and 146 of the Electricity Act, 2003 read with Regulation 22 of the Haryana Electricity Regulatory Commission (Conduct of Business) Regulations, 2019 seeking directions against the respondent.

Petitioner

M/s Essel Housing Projects Pvt. Ltd., Suncity Business Tower, 2nd Floor,
Golf Course Road, Sector 54, Gurugram

VERSUS

Respondent:

Dakshin Haryana Bijli Vitran Nigam Limited, Vidyut Sadan, Vidyut Nagar,
Hisar

Present

On behalf of the Petitioner

1. Sh. Tushar Mathur, Advocate
2. Sh. Prabhat Kumar, AVP

On behalf of the Respondent

1. Ms. Aerika Singh, Advocate
2. Sh. Lovepreet Singh, Advocate
3. Sh. Vikas Yadav, XEN, DHBVN
4. Sh. Satpal, SDO, DHBVN

QUORUM

Shri Nand Lal Sharma, Chairman
Shri Mukesh Garg, Member
Shri Shiv Kumar, Member

ORDER

1. **Petition:**

I. THE CONSPECTUS:

- 1.1 The Petitioner is filing the present Petition seeking action against the Dakshin Haryana Bijli Vitran Nigam ("DHBVN"/"Respondent") for grossly violating the terms and conditions of the Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014 ("Supply Code"), Haryana Electricity Regulatory Commission (Standards of Performance of Distribution Licensees and Determination of Compensation) Regulations, 2020 ("Standards of Performance Regulations"), Haryana Electricity Regulatory Commission (Single Point Supply to Employer's Colonies, Group Housing Societies and Residential cum Commercial/Commercial Complexes of Developers and Industrial Estates/IT parks SEZ) Regulations, 2020 ("Single Point Regulations") and Section 43 of the Electricity Act, 2003 ("Electricity Act") , by unjustly adding arbitrary conditions while sanctioning the Electrification Plan (EP) of the Petitioners project being "Platinum Towers" located at Sector 28, Gurugram ("the present Project") vide its letter dated 13.01.2022 and thereafter issuing an unjustified, arbitrary, and illegal Notice dated 11.02.2025 to the Petitioner in an attempt to coerce the Petitioner into transferring the electrical load of M/s Indian Airlines Co-operative Society ("Petitioner's Earlier Project") from the existing 66/11kV sub-station at Sector 44, Gurugram to the 33/11kV electrical infrastructure developed by the Petitioner for its present Project.
- 1.2 The Respondent, instead of adhering to the prescribed process and timelines under the above Regulations, has acted in complete derogation by attempting to resile and wriggle out of its binding statutory obligations to release the electricity connection Essel Housing by imposing conditions that are inconsistent with the Electricity Act and nowhere prescribed in any of the Regulations framed by the Hon'ble Haryana Electricity Regulation Commission ("Ld. HERC"). This is despite the fact that the Respondent has made multiple attempts to seek supply at 11 kV voltage which is nearest 66/11 kV substation at Sector 44 Gurugram i.e., only 2.6 Km away from the Project and thus, more feasible itself.
- 1.3 In gross violation of the regulations, the Respondent, firstly, vide its Letter dated 13.01.2022, wrongly suggested that the Petitioner's Present Project (5.56875 acres), was connected to Petitioner's Earlier Project, namely, M/s Indian Airlines Society, developed by the Petitioner back in the year 2003. Vide its Letter dated 13.01.2022, the Respondent claimed that both projects fall under a "Scheme." Therefore, the Petitioner was allegedly required to obtain approval for the Electrification Plan ("EP") for the entire Scheme comprising an area of 36.5187 acres. In making this assertion, DHBVN erroneously relied on Sales Circular D-21/2020 dated 07.09.2020. The relevant portion of the Sales Circular D-21/2020 is reproduced hereinunder:
"I) Temporary connection:

a) *Temporary collection at the project site of the colonizer/ developer shall be provided only for construction of building and other projects as per clause 4.5 of Electricity Supply Code Regulations no. HERC/29/2014 dated 8th January, 2014 ("Supply Code"). The temporary connections shall not be given for any other use of permanent nature.*

b) *Application for temporary connection at the project site of the colonizer/ developer shall only be allowed, if it is submitted along with the approved electrification plan. Where the electrification plan has been submitted for approval, the application for temporary connection shall only be considered when all the valid documents i.e. license, layout plan, undertakings have been submitted and there is no deficiency on the part of the applicant and the approval is pending on part of the Nigam for finalization of electrification plan and technical feasibility. Concerned SE (OP) shall ensure that the pending electrification plan is approved within one month by following up with various offices.*

The electrification plan shall be considered for approval for complete scheme and not based on individual license which forms part of scheme & lay out plan. Further where the approval of electrification plan requires approval of HVPN like allocation of Bay, augmentation of Sub-station/Line, approval for connecting load at 33 KV level and above on already laid system, the electrification plan shall only be approved after the approval from competent authority of HVPN i.e. after issue of R-Code for Bay, augmentation etc., as the case may be. ...”

- 1.4 In response, the Petitioner vide its Letter dated 03.03.2022 stated that DHBVN has been arbitrarily and illegally delaying the release of electricity connection for its project "Platinum Towers" in Sector 28, Gurugram, despite the Petitioner fulfilling all regulatory requirements under the Electricity Act and other applicable regulations. The Petitioner stated that although the sanctioned load of 2579 KW qualifies for a supply at 11 KV voltage level as per the Supply Code, DHBVN has been insisting on a 33 KV supply which is technically unfeasible given the area's infrastructural constraints and the location of the nearest substation being 7.10 km away.
- 1.5 Further, the Petitioner highlighted that other neighboring residential societies have received supply at 11 KV and that their own project lies outside the 33 KV supply belt. Moreover, DHBVN's position that the Platinum Towers project is part of a larger "Scheme" by connecting it with Petitioner's Earlier Project—Indian Airlines Society—is erroneous, since both were developed under separate licenses from the Directorate of Town and Country Planning ("DTCP"), with the Indian Airlines Society completed in 2003 and already handed over to the Residents' Welfare Association. The Petitioner emphasized that DHBVNL's reliance on Sales Circular D-21/2020 is misplaced and not in accordance with law, as the Electricity Act and applicable Regulations. The Petitioner requested DHBVNL to grant the electricity connection at 11 KV as per its application dated 26.02.2020, pointing out that continued delay is hampering its ability to hand over

possession to flat owners and operate the project lawfully, especially given the NCR's restrictions on the use of diesel generators.

- 1.6 Despite receiving a detailed aforementioned reply from the Petitioner, DHBVN again vide the Impugned Notice dated 11.02.2025 attempted to coerce the Petitioner into transferring the electrical load of Petitioner's Earlier Project from the existing 66/11kV sub-station at Sector 44, Gurugram to the 33/11kV electrical infrastructure developed by the Petitioner for its present Project.
- 1.7 The Petitioner vide its Reply dated 05.04.2025, stated that DHBVN has arbitrarily attempted to coerce it into transferring the electrical load of M/s Indian Airlines Co-Operative Society from an existing 66/11 KV substation to the 33/11 KV infrastructure developed for the Platinum Towers project, despite the same being contrary to regulations and without legal justification. The Petitioner reiterated that it had sought electricity supply at 11 KV for its project, which is permissible under the Supply Code considering the 2579 KW load and the technical impracticalities of availing 33 KV supply in the area. It emphasized that the Indian Airlines Society and Platinum Towers are distinct projects developed under separate DTCP licenses, with the former completed and handed over to the RWA in 2003 and having two independent 11 KV connections since then. The Petitioner objected to the unjustified merging of loads from both projects in DHBVNL's EP dated 03.05.2022, which imposed the cost of constructing 33/11 KV infrastructure for an aggregated load of 10,899.22 KW, along with unreasonable conditions including a coerced "option" to shift existing connections to the new infrastructure, failing which the unused capacity would be deemed under DHBVNL's control.
- 1.8 The Petitioner is being harassed by the Respondent for several years and thus being aggrieved, the Petitioner has approached this Hon'ble Commission to consider its case and issue strict directions against the Respondent.

II. PARTIES TO THE PRESENT PETITION:

- 1.9 The Petitioner, Essel Housing Projects Pvt. Ltd. is a real estate development company incorporated in the year 1999 and registered under the Companies Act, 1956. Essel Housing's registered office is at LGF-10, Vasant Square Mall, Plot-A, Sector-B, Pocket-V, Community Centre, Vasant Kunj, New Delhi, Delhi 110070. It specializes in the development of residential and commercial properties, with a focus on high-quality projects in the National Capital Region.
- 1.10 The Respondent, Dakshin Haryana Bijli Vitran Nigam Ltd., is a distribution licensee as defined under Section 2(17) of the Electricity Act and is responsible for the distribution and retail supply of electricity in the south zone of Haryana, comprising Hisar, Fatehabad, Bhiwani, Sirsa, Faridabad, Gurugram-I, Gurugram-II, Palwal, Rewari, Jind, and Narnaul circles.
- 1.11 The Petitioner has been a consumer of the Respondent and has two nos. of electricity connections for its earlier Project bearing Account No. 3103840000 with a load of 2485LW and Account N. 4015250000

with a load of 2982 KW, receiving supply at 11kV level and another electricity connection bearing Account No.3019964714 for the current Project having a sanctioned load of 19899.22 kW receiving supply at 33kV level.

Category	System of Supply
Low Tension	
Contracted load upto 5 kW	Single phase at 230 V
Contracted load above 5 kW and up to 50 kW	3 Phase 4 wire at 400V
High Tension	
Contracted load exceeding 50 KW and up to 5000 KVA	3 Phase at 11 kV
Contracted load exceeding 2000 KVA and up to 25000 KVA	3 Phase at 33 kV
Contracted load exceeding 5000 KVA and up to 75000 KVA	3 Phase at 66 kV
Contracted load exceeding 25000 KVA and upto 100000 KVA	3 Phase at 132 KV
Contracted load exceeding 75000 KVA and upto 320000 KVA	3 Phase at 220 kV
Contracted load exceeding 320000 KVA	3 Phase at 400 kV

III. REGULATORY BACKGROUND:

1.12 The present dispute pertains to grant of sanction of Electrification Plan by the Respondent and supply of electricity at different voltage levels, requiring different infrastructure under the applicable Regulations. It is therefore apposite to set out here the regulatory mandate of this Hon'ble Commission with respect to the same.

1.13 In this regard, Regulation 3.2.1 of the Supply Code elaborates upon the voltages based on contracted load and as per the said regulation supply of power up to different loads requires different system of supply. In this regard, the relevant regulations are provided as under:
"3.2.1 Supply shall generally be given at the following voltages on the basis of contracted load:

3.2.2 Provided that in case where supply, depending upon the technical conditions of the transmission/distribution system, has to be given at a voltage other than those specified above, the licensee may give the same subject to the Commission's approval."

Thus, for a contracted load exceeding 50 KW and up to 5000 KVA the required system is that of 11Kv.

1.14 Regulation 3.2.2 was further amended by this Hon'ble Commission vide HERC (Electricity Supply Code) second amendment Regulations, 2019 ("2nd Amendment") dated 08.01.2020, wherein it has been clearly stipulated that in case where supply, depending upon the technical conditions of the transmission/distribution system, has to be given at a voltage other than those specified above, the licensee may give the same subject to this Hon'ble Commission's approval. The regulation further provides that in case 33 KV voltage level is not available in the

area of supply, then load above 5 MVA upto 8 MVA may be served through 11 KV feeder with appropriate size of conductor, provided that the difference of cost of 33 KV substation at the consumer end along with its connectivity from the distribution/transmission licensee's substation including the bay and the actual cost of connection of 11 V is borne by the consumer. Amended Regulation 3.2.2 is reproduced below for this Hon'ble Commission's ease and reference:

"3.2.2 Provided that in case where supply, depending upon the technical conditions of the transmission/distribution system, has to be given at a voltage other than those specified above, the licensee may give the same subject to the Commission's approval.

Provided further that in case an existing consumer gets his contracted load reduced, he may be allowed to continue receiving supply at the same voltage unless he himself requests for supply at lower voltage subject to the condition that his reduced load is in High Tension category."

1.15 In line with above Regulations, the Petitioner sought supply at 11 KV voltage nearest 66/11 KV substation at Sector 44 Gurugram which is only 2.6 Km away from the present Project vide its application dated 20.06.2020.

1.16 Further, Regulation 4.1 of the Supply Code stipulates that a licensee is obligated to provide supply of electricity to the owner/occupier of premises, on an application made by him within the time specified in the Supply Code. Regulation 4.1 is reproduced hereinunder:

"4.1 Licensee's obligation to supply

4.1.1 The licensee shall, on an application by the owner or occupier of any premises located in his area of supply, give supply of electricity to such premises within the time specified in these Regulations, provided:-

(1) the supply of power is technically feasible. Where it is found not to be feasible, the licensee shall endeavor to improve feasibility at the earliest.

(2) the applicant has observed the procedure and conditions as specified in these Regulations. 4.1.2 The system of supply and voltage shall depend on the category of the consumer and the load as per details given in Regulations 3.1 and 3.2, subject to provision under Regulation 3.2.2"

1.17 Additionally, Regulation 4.4 of the Supply Code stipulates the procedure and timelines for providing new electricity connect. In this regard, below extracted provisions of the Supply Code are of utmost importance:

"4.4 Procedure for providing New Electricity Connection

4.4.1 Application for new connection

1. The applicant shall apply for release of new connection in the prescribed application form.

...

4.4.2 Processing of Applications

...

2. An application shall be deemed to be received on the date of receipt of consumer's request for electricity connection in the prescribed application form, complete in all respects including all the required documents and having deposited all applicable charges.
3. The licensee shall maintain a permanent record of all applications received in a Service Register/Database. Each application shall be allotted a permanent application number (for identification) serially in the order in which it was received. Separate registers/databases for different categories of consumers shall be maintained. The licensee shall keep the registers/databases updated with stage-wise status of disposal of each application. The updated status of applications received for new connections shall be displayed on the licensee's website and the notice board kept at the local office of the licensee, to be updated on first and sixteenth day of each month.
4. The licensee shall deal with applications in each tariff category on the broad principle of "first come, first served" basis as per serial priority in the Service Register/Database. The updated status of connections released and proposed to be released in the next fortnight shall be displayed on the licensee's website and the notice board kept at the local office of the licensee, to be updated on first and sixteenth day of each month.
5. The licensee shall, after receipt of application, stipulate a date for inspection of applicant's premises in mutual consultation with the applicant. The date of inspection shall be scheduled within a week from the date of receipt of application.
6. During the inspection of the premises, the licensee shall:
 - (a) Fix the point of supply and the place where the meter and other equipment shall be installed, in consultation with the consumer. Provided that the service line shall be laid at an accessible location and the meter shall be fixed outside or at the entry point of the premises in such a manner that it is protected from elements like rain etc. and is easily accessible without getting the premises unlocked or opened for this purpose.
 - (b) Correct the full address and mention the landmarks near the premises if required, and note down the pole number from where service connection is proposed to be given

4.4.3 Issue of demand notice

1. If on inspection it is found that it is technically feasible (including the clearance from the transmission licensee, if required) to release the connection, the licensee shall sanction the load determined in accordance with Annexure-I to these Regulations or the load applied for, whichever is higher, and issue a demand notice in writing under acknowledgment within the timeline specified below.

Timeline for issue of Demand Notice

<i>Particulars</i>	<i>Number of days from the date of inspection of premises</i>
<i>Cases where extension of distribution mains not required</i>	<i>Within 7 days</i>

<i>Cases where extension of distribution mains/system required</i>	
<i>(1) In case of LT connection</i>	<i>Within 7 days</i>
<i>(2) In case of HT connections</i>	
<i>a) 11 KV supply</i>	<i>a) Within 14 days</i>
<i>b) 33 KV supply</i>	<i>b) Within 20 days</i>
<i>c) Above 33 KV supply</i>	<i>c) Within 25 days</i>

...

4.4.4 Inspection and testing of consumer's installation

1. *On receipt of charges, security and documents as per the demand notice, the licensee shall either test the installation himself or accept the test results submitted by the consumer when the same has been duly signed by the Licensed Electrical Contractor, as required under Regulation 31 of the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010. The licensee shall maintain a record of test results obtained at each supply point to a consumer.*
2. *If as a result of such inspection and test, the licensee is satisfied that the installation is likely to be dangerous, he shall serve on the applicant a notice in writing requiring him to make such modifications as are necessary to render the installation safe and may refuse to connect or reconnect the supply until the required modifications have been completed.*
3. *Approval by Electrical Inspector: Voltage above which electrical installations will be required to be inspected by the Electrical Inspector before commencement of supply or recommencement after shutdown for six months and above shall be as per the notification issued by the State Government, under sub-section (1) of Section-162 of the Act.*
The Electrical Inspector shall carry out the inspection and testing of the electrical installations before commencement of supply or recommencement after shutdown for six months as per provision under the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.
4. *The applicant or his authorized representative shall be present during testing by the licensee along with the Licensed Electrical Contractor or his authorized representative who had undertaken the installation.*
5. *The licensee shall ensure that the inspection and testing of the consumer's installation is carried out by the licensee within 5 days in case of Low Tension supply, 15 days in case of 11 KV supply, 20 days in case of 33 KV supply and 25 days in case supply above 33 KV from the date of the receipt of charges, security and documents as per the demand notice.*
In case the Electrical Inspector takes longer time than the time limits given above for inspection and testing, the overall time limits shall be deemed to be extended to the extent of such additional time.

Provided that the time taken by the applicant in getting removed the defects / deficiencies found in his electrical installation shall not be included in time line specified above.

S. No	Regulation	Activity	Time Allowed (in days) for connections on			
			LT	11kV	33kV	Above 33kV
1.	4.4.3 (1)	To issue the demand notice	7	14	20	25
2.	4.4.3 (3)	Time limit for complying with the demand notice by the applicant	As prescribed under Regulation 4.15.2			
3.	4.4.4 (5)	To carry out inspection & testing of consumer's installation by the licensee.	05	15	20	25
4.	4.4.5	To issue service connection order.	05	05	05	10
5.	4.4.6	Time limit for licensee/applicant to complete the work required for providing electric supply	10	30	45	100
6.	4.4.6	Time limit for release of connection to the applicant after completion of the work.	3	7	7	7

4.4.5 The Licensee shall issue the service connection order (SCO) within 5 days in case of Low Tension supply, 11 KV supply and 33 KV supply and within 10 days in case of supply above 33 KV, from the date of receipt of the inspection and testing report.

4.4.6 The licensee / applicant, as the case may be, shall complete the work required for providing electric supply within 10 days in case of Low Tension supply, 30 days in case of 11 KV supply, 45 days in case of 33 KV supply and 100 days in case of supply above 33 KV, from the date of issue of service connection order.
The licensee shall, thereafter, release the connection within 3 days in case of Low Tension supply and 7 days in case of High Tension supply.

4.4.7 The timeline for different activities mentioned under Regulations 4.4.3 to 4.4.6, for different voltage level consumers, are tabulated hereunder: -

Note:- (i) As given under proviso of Regulation 4.4.4 (5), the time limit may get modified to the extent extra time is taken by the Electrical Inspector in inspection and testing of the consumer installation.

(ii) In case, where the applicant fails to complete the work referred in Regulation 4.4.6 within the prescribed period, connection may be released earlier to the next junior applicant(s), whose work has been already completed by the licensee/applicant.

Provided that where the licensee feels that for reasons beyond its control, the work is not likely to be completed within the given time limits, then the licensee shall:-

- 1. If the delay is upto 15 days from the stated time, inform the Commission giving reasons for the delay.*
- 2. If the delay is expected to be more than 15 days from the time limit, seek prior approval of the Commission at least 15 days before the expiry of the above stated time limits.*

4.4.8 It shall be the responsibility of the licensee to have necessary arrangements with the respective transmission licensee(s) to ensure that the required supply at High Tension above 33 KV is made available within the time frame specified under Regulation 4.4.7 above.

4.4.9 The licensee shall not be held responsible for the delay in giving supply if the same is on account of problems relating to statutory clearances, right of way, acquisition of land, or the delay in approval by Chief Electrical Inspector for High Tension installations, provided that the licensee has taken steps to give information for seeking approval, as the case may be, for such delay as given in last proviso under Regulation 4.4.7 above.

4.4.10 Nothing contained under Regulation 4 shall be taken as requiring a distribution licensee to give supply of electricity to any premises if he is prevented from so doing by cyclone, floods, storms or other occurrences beyond his control as per Section - 44 of the Act.

4.4.11 In case where a residential area has not been electrified earlier, the licensee if it cannot conveniently extend the electrification to such area, it shall give supply of electricity to such applicants from that area after the said area is included for electrification under any programme of electrification of habitations covered in the investment plan approved by the Commission. The supply shall be extended within the time frame specified in such investment plan approved by the Commission.

4.4.12 The duty to supply on request shall be subject to restriction provided under Section 43 (2) of the Act.”

1.18 In terms of the above, the following is the regulatory process governing supply of electricity under the Supply Code:

- i. Applicants must submit an application for electricity connection as per the prescribed form in the Supply Code.
- ii. The licensee will process the application as per Regulation 4.4.2 and stipulate a date for inspection.

- iii. The licensee will conduct a site inspection and issue a demand notice sanctioning the load applied for within the timeline specified in Regulations 4.4.3.
 - iv. On receipt of requisite charges, the Licensee shall either test the installation himself or accept the test results submitted by the consumer when the same has been duly signed by the Licensed Electrical Contractor.
 - v. Once satisfied, the Licensee shall issue the Service Connection Order (“SCO”) within 5 days in case of Low Tension supply, 11 KV supply and 33 KV supply and within 10 days in case of supply above 33 KV, from the date of receipt of the inspection and testing report.
 - vi. The Applicant after the receipt of SCO shall complete the remaining work, if any, for providing electric supply within 10 days in case of Low-Tension supply, 30 days in case of 11 KV supply, 45 days in case of 33 KV supply and 100 days in case of supply above 33 KV, from the date of issue of SCO.
 - vii. The Licensee shall, thereafter, release the connection within 3 days in case of Low-Tension supply and 7 days in case of High-Tension supply.
- 1.19 Pertinently, timelines for Processing Application for new connection in terms of Regulation 4.4.7 are as under:
- (i) Issuance of Demand Notice (Regulation 4.4.3(1)):
 - Low Tension (LT) Supply: Within 7 days
 - 11 kV Supply: Within 14 days
 - 33 kV Supply: Within 20 days
 - Above 33 kV Supply: Within 25 days
 - (ii) Compliance with Demand Notice by Applicant (Regulation 4.4.3(3)):
 - The applicant must comply within the period specified under Regulation 4.15.2.
 - (iii) Inspection and Testing of Consumer's Installation by Licensee (Regulation 4.4.4(5)):
 - LT Supply: Within 5 days
 - 11 kV Supply: Within 15 days
 - 33 kV Supply: Within 20 days
 - Above 33 kV Supply: Within 25 days
 - (iv) Issuance of Service Connection Order (Regulation 4.4.5):
 - LT, 11 kV, and 33 kV Supplies: Within 5 days
 - Above 33 kV Supply: Within 10 days
 - (v) Completion of Work Required for Providing Electric Supply (Regulation 4.4.6):
 - LT Supply: Within 10 days
 - 11 kV Supply: Within 30 days
 - 33 kV Supply: Within 45 days
 - Above 33 kV Supply: Within 100 days
 - (vi) Release of Connection to the Applicant After Completion of Work (Regulation 4.4.6):
 - LT Supply: Within 3 days
 - High Tension (HT) Supply: Within 7 days

Thus, the Respondent is duty bound to process the application of release of new connection of any applicant within the timelines provided as above.

1.20 It may also be mentioned here that adherence to these timelines have also been mandated under the Standards of Performance Regulations wherein the following has been provided:

“3. Standards of Performance of Distribution Licensees

3.1 The Standards of Performance specified herein shall be the minimum acceptable standard of service with reference to quality, continuity and reliability of services that a Licensee shall achieve and maintain in discharge of his obligations as a Distribution Licensee. The Standards of Performance may be different across the area of a Distribution Licensee and across the Distribution Licensees based on the concentration of population, local environment and conditions. The categorization shall be applicable to both Urban as well as rural areas;

3.2 Any failure by the Distribution Licensee to achieve and maintain the standards of performance specified in these Regulations shall render the Distribution Licensee liable to payment of compensation under the Act, as specified in Schedule I, to an affected person claiming such compensation.

3.3.1 Standards of Performance specified in Schedule-I relates to Guaranteed Standards of Performance for which consumers against whom no arrear other than of billing current cycle is pending on the date of violation are eligible for claiming the compensation in the manner provided in the Schedule-I in case the Licensee fails to provide services as per the Standards of Performance.

3.3.2 The concerned officer (SDO in charge, who fails to comply with the time-lines for rendering services as mandated under this regulation, without prejudice to any penalty which may be imposed or prosecution be initiated, he shall be liable to pay a fine of Rs 1000 (Rupees one thousand) per day for each day of delay subject to Rs 10,000 (Rupees ten thousand) maximum, in each case and such fine shall be payable by both SDO and XEN in charge of the sub division concerned in equal proportion.

Provided that complaint against non-compliance of the time-lines have to be filed by aggrieved person before the Commission and the Commission may after providing an opportunity of being heard to the parties shall impose the penalty thereafter.

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4. Period for Giving Supply

4.1 New Connection/Additional Load/ Reduction in Load/Temporary Connection/Shifting of meters/service lines/Equipment

The Distribution Licensee shall follow the procedure and timelines specified under Electricity Supply Code, Regulations, 2014 including any amendments thereto in force from time to time for effecting services including new connection/additional load/reduction in load/temporary connection/Shifting of meters / service lines/Equipment.”

Thus, the Standard of Performance Regulations establish minimum service standards for quality, continuity, and reliability that a Distribution Licensee must maintain. Failure to meet these standards makes the Licensee liable to compensate affected consumers, as per Schedule I. Additionally, if an SDO (Sub-Divisional Officer) in charge fails to comply with service timelines, they may face a fine of ₹1,000 per day, up to a maximum of ₹10,000 per case, payable equally by both the SDO and the XEN in charge. Complaints regarding non-compliance must be filed with this Hon'ble Commission, which may impose penalties after hearing the parties. For services like new connections, load changes, meter shifts, and temporary connections, the Distribution Licensee must follow the procedures and timelines set under the Supply Code, including any amendments.

1.21 A perusal of the above said Schedule I of the Standard of Performance Regulations shows the following timelines and compensation mechanism for breach of timelines for applications for loan enhancement:

Process	Timeline	Penalty for Delay
Inspection of applicant's premises	Within 7 days of receiving a complete application with prescribed charges	₹200 per day (subject to Section 44 of the Act)
Issue of demand notice	From the date of inspection: 7 days	
- Supply from existing network		
- Extension/augmentation required:		
LT supply	7 days	
11 kV supply	14 days	
HT at 33 kV supply	20 days	
Above 33 kV supply	25 days	
- Reduction of load	7 days	
Release of supply (after compliance with demand notice & payment)		
LT supply	Within 23 days	
11 kV supply	Within 57 days	
HT at 33 kV supply	Within 77 days	
Above 33 kV supply	Within 142 days	
Where no change in CT, PT, or other equipment is needed	Within 7 days	
If CTs/PTs/Transformers need replacement	Same timeline as for load extension	

As per the above mandate, failure of the Respondent in complying with the timelines while processing any application for new connection/load enhancement, attracts levy of a penalty of Rs.200/- per day of delay. Additionally, the concerned SDO is also held liable for compensation in accordance with Regulation 4.1 of the Standards of Performance Regulations.

1.22 Furthermore, Regulation 4 of the Single Point Regulations stipulates that every developer seeking a new connection for its Group Housing Society (“GHS”) shall be given Single Point Supply by the Distribution Licensee at 11kV or higher voltage, irrespective of the connected load, if feasible. Regulation 4 of the Single Point Regulations is reproduced herein under:-

“4. Supply of electricity by the distribution licensee to the Group Housing Societies (GHSs).

4.1 a) All Group Housing Societies seeking new electricity connections which are bounded with walls/fence having 20 (twenty) or more residential units and irrespective of connected load shall be given supply at a Single Point to the GHS at 11 kV or higher voltage depending upon the feasibility under Bulk Supply (Domestic) schedule of tariff for making electricity available to the members of the society residing in the same premises and other loads of common services/ NDS load etc. on such terms and conditions specified by the Commission.

b) The GHS may also be supplied through individual electricity connections to its residents / members and for common services / NDS loads by the licensee under relevant schedules of tariff and terms & conditions specified by the Commission.

Provided a reference meter is installed by the distribution licensee at its cost at the incoming supply point of the GHS distribution system and the GHS pays for the energy difference in consumption of the GHS as per reference meter and the electricity consumption of all the residents/members residing in the GHS including the consumption for the common services /other non-domestic loads if any as per their individual meter readings for each billing cycle over and above the losses specified by the Commission.

4.2 The distribution licensee, on an application from the GHS, as per clause (a) shall give Single Point Supply to the GHS at 11 kV or higher voltage, depending upon the feasibility, for making electricity available to the residents/members residing in the Colony and for common services/ non-domestic loads. Provided the distribution of electricity within the GHS shall be owned and managed by the GHS.

4.3 In case the GHS opts for release of individual electricity connections by the distribution licensee to its residents/members and for common services/NDS load, if any, as per clause 4.1 (b), the GHS will be obliged to furnish an undertaking to the distribution licensee, in the Form enclosed as Annexure-1, and shall give their acceptance to the conditions laid down as per Annexure -1

(a) The Distribution Licensee shall provide and install a single reference meter at the incoming supply point at its own cost to measure consumption of electricity of the loads within the GHS.

(b) The readings of reference meter and all individual meters within the GHS shall be taken on the same day for each billing cycle by the distribution licensee in the presence of the security guard or a representative of the GHS.

....

4.4 After receipt of undertaking as above from the GHS, the distribution licensee shall release individual electricity connection to the residents/ members and for the common services under DS category and NDS load, if any, under NDS category. A reference meter shall be installed by the distribution licensee at the incoming supply point of the GHS. ...”

1.23 Lastly, Section 43 of the Electricity Act casts a duty on the distribution licensee to supply electricity within one month of an application being made by the owner or occupier of the premises. Further, Sub-section 3 of Section 43 stipulates that penalty may be levied onto the distribution licensee if it fails to supply electricity within the specified period. Section 43 is reproduced herein under:

“Section 43. (Duty to supply on request): --- (1) [Save as otherwise provided in this Act, every distribution] licensee, shall, on an application by the owner or occupier of any premises, give supply of electricity to such premises, within one month after receipt of the application requiring such supply:

Provided that where such supply requires extension of distribution mains, or commissioning of new sub-stations, the distribution licensee shall supply the electricity to such premises immediately after such extension or commissioning or within such period as may be specified by the Appropriate Commission:

Provided further that in case of a village or hamlet or area wherein no provision for supply of electricity exists, the Appropriate Commission may extend the said period as it may consider necessary for electrification of such village or hamlet or area.

[Explanation.- For the purposes of this sub-section, “application” means the application complete in all respects in the appropriate form, as required by the distribution licensee, along with documents showing payment of necessary charges and other compliances.]

(2) It shall be the duty of every distribution licensee to provide, if required, electric plant or electric line for giving electric supply to the premises specified in sub-section (1) :

Provided that no person shall be entitled to demand, or to continue to receive, from a licensee a supply of electricity for any premises having a separate supply unless he has agreed with the licensee to pay to him such price as determined by the Appropriate Commission.

(3) If a distribution licensee fails to supply the electricity within the period specified in sub-section (1), he shall be liable to a penalty which may extend to one thousand rupees for each day of default.”

1.24 From an examination of the above, the following regulatory position is manifest:

- i. Supply of 2579kW is to be supplied through 11kV system of supply as per Regulation 3.2.1 of the Supply Code.
- ii. In areas where depending upon the technical conditions of the transmission/distribution system, connection has to be given at a voltage other than those specified above, the licensee may give the same subject to this Hon'ble Commission's approval.

- iii. As per Regulation 4.1 of the Supply Code, a distribution licensee is obligated to provide supply of electricity to the owner/occupier of premises, on an application made by him within the time specified in the Supply Code.
- iv. Once an application for new connection is made, an inspection shall be scheduled within a week from the date of receipt of the application.
- v. After the inspection, if the premise is found to be suitable for release of electricity connection then a demand notice would be issued within specified timelines given under Regulation 4.4.3 of the Supply Code.
- vi. Pursuant to receipt of charges and necessary documents as per the demand notice, an inspection and testing.
- vii. After the receipt of the testing and inspection report service connection order shall be issued within 5 days in case of Low Tension supply, 11 KV supply and 33 KV supply and within 10 days in case of supply above 33 KV, from the date of receipt of the inspection and testing report.
- viii. Adherence to the above stipulated timelines has been mandated under the Standards of Performance Regulations and failure to meet the standards attract either a fine of ₹1,000 per day, up to a maximum of ₹10,000 per case, payable equally by both the SDO and the XEN in charge.
- ix. Furthermore, Regulation 4 of the Single Point Regulations stipulates that every developer seeking a new connection for its colony shall be given Single Point Supply by the Distribution Licensee at 11kV or higher voltage, irrespective of the connected load, if feasible.
- x. Lastly, Section 43 of the Electricity Act casts a duty on the distribution licensee to supply electricity within one month of an application being made by the owner or occupier of the premises. Further, Sub-section 3 of Section 43 stipulates that penalty may be levied onto the distribution licensee if it fails to supply electricity within the specified period.

In the above regulatory background, the facts of the present case are liable to be viewed by the Hon'ble Commission.

IV. FACTUAL BACKGROUND

- 1.25 On 26.02.2020, the Petitioner applied for an electricity connection to the Respondent for sanction of load of 2579kW at 11kV voltage level vide Application bearing No. G21-220-406 under HT/BDS category for its Project at Sector-28, Gurugram.
- 1.26 On 06.03.2020, the Respondent sought clarifications/ documents from the Petitioner *inter alia* pertaining to electrification plan/ultimate load/ partial load approved by the DHBVN earlier, DTCP approved layout plan, Memorandum of Articles, load calculation etc. The required information was promptly provided by the Petitioner vide its Letter dated 18.03.2020.
- 1.27 Despite all the necessary clarification, the Respondent, vide its Letter dated 13.01.2022, wrongly suggested that the Petitioner's Present Project (5.56875 acres), was connected to Petitioner's Earlier Project,

namely, M/s Indian Airlines Society, developed by the Petitioner back in the year 2003. Vide its Letter dated 13.01.2022, the Respondent claimed that both projects fall under a so called "Scheme." Therefore, the Petitioner was allegedly required to obtain approval for the EP for the entire Scheme comprising an area of 36.5187 acres. In making this assertion, DHBVN erroneously relied on Sales Circular D-21/2020 dated 07.09.2020. The relevant portion of the Sales Circular D-21/2020 is reproduced hereinunder:

"I) Temporary connection:

- c) Temporary collection at the project site of the colonizer/developer shall be provided only for construction of building and other projects as per clause 4.5 of Electricity Supply Code Regulations no. HERC/29/2014 dated 8th January, 2014 ("Supply Code"). The temporary connections shall not be given for any other use of permanent nature.*
- d) Application for temporary connection at the project site of the colonizer/developer shall only be allowed, if it is submitted along with the approved electrification plan. Where the electrification plan has been submitted for approval, the application for temporary connection shall only be considered when all the valid documents i.e. license, layout plan, undertakings have been submitted and there is no deficiency on the part of the applicant and the approval is pending on part of the Nigam for finalization of electrification plan and technical feasibility. Concerned SE (OP) shall ensure that the pending electrification plan is approved within one month by following up with various offices.
The electrification plan shall be considered for approval for complete scheme and not based on individual license which forms part of scheme & lay out plan. Further where the approval of electrification plan requires approval of HVPN like allocation of Bay, augmentation of Sub-station/Line, approval for connecting load at 33 KV level and above on already laid system, the electrification plan shall only be approved after the approval from competent authority of HVPN i.e. after issue of R-Code for Bay, augmentation etc., as the case may be.
...".*

1.28 In response, the Petitioner vide its Letter dated 03.03.2022 stated that DHBVN has been arbitrarily and illegally delaying the release of electricity connection for its project "Platinum Towers" in Sector 28, Gurugram, despite the Petitioner fulfilling all regulatory requirements under the Electricity Act, 2003 and other applicable regulations. The Petitioner stated that although the sanctioned load of 2579 KW qualifies for a supply at 11 KV voltage level as per the Supply Code, DHBVN has been insisting on a 33 KV supply which is technically unfeasible given the area's infrastructural constraints and the location of the nearest substation being 7.10 km away.

1.29 The Petitioner, further clarified that the Indian Airlines Society was developed by the Petitioner, in the year 2003 for which two electricity connections of 11 KV each had already been issued by the DHBVN

way back in the year 2003 getting supply from the Sector 44 feeding station as under: -

- i. Vide CE/Op, Delhi Office Sanction Memo No. CH-8/WO-DRO-1275/L/GGN dated 26.06.2003 for load of 2982 KW. ("First Connection")
- ii. Vide CE/Op. Delhi Office Sanction Memo No. Ch-4/WO-DRO-1279/L/GGN dated 30.06.2003 for load of 2485 KW. ("Second Connection")

1.30 Pertinently, during that time period, i.e., prior to the year 2006 there was no requirement of approval of an EP. The load norms were also revised by DHBVN in the year 2006. Thus, evidently in 2004 when the construction of Indian Airlines Society was completed, there was no requirement for getting the EP approved for the Indian Airlines Society. The load for the Indian Airlines Society was duly sanctioned by the DHBVN as per the prevailing norms. Thereafter the Project has already been handed over to respective Resident Welfare Association for its operation and maintenance.

1.31 Supply in Indian Airlines Society as sanctioned has uninterruptedly been availed for the past 17 years and DHBVN has never till date pointed out any inadequacy of electrical Infrastructure in that Project. This undisputedly means that the Indian Airlines Project was completed and closed by the Essel way back in the year 2003. Essel has now been developing another project i.e., Platinum Towers in the adjoining areas which as a matter of record is covered under separate licenses issued by DTCP which is reflected from the table below:

S. No.	License No.	Date	Total Area (in Acres)	Project
1.	48 of 1995	20.12.1995	29.794	Indian Airlines Society completed in 2003
2.	48 of 1995 (De-licensing order)	09.03.2004	(-) 3.044	
3.	61 of 2004	01.06.2004	4.2	
4.	32 of 2009	11.07.2009	2 (Proposed Construction)	Platinum Towers
5.	33 of 2009	11.07.2009	1.625 (Proposed Construction)	
6.	21 of 2016	17.11.2016	0.19375 (Proposed Construction)	
7.	22 of 2016	17.11.2016	1.75 (Proposed Construction)	
Total			36.51875	

1.32 Thus, when separate licenses have been issued by DTCP for both the areas, there is no reason or occasion for the DHBVN to tag both areas together for the purpose of grant of electricity connection. However, DHBVN is wrongly claiming that both the Projects are a Scheme and is imposing additional conditions upon the Essel to get the EP approved for the alleged Scheme.

1.33 It is submitted that merely because both the Projects have been developed by Essel does not make them a part of Scheme for the

reason that both have been developed under different licenses issued by DTCP and one of the Project has already been completed in all aspects way back in the year 2004.

- 1.34 Further, the Petitioner highlighted that other neighboring residential societies have been receiving supply at 11 KV and that their own project lies outside the 33 KV supply belt. Moreover, DHBVN's position that the Platinum Towers project is part of a larger "Scheme" by connecting it with Petitioner's Earlier Project—Indian Airlines Society is erroneous, since both were developed under separate licenses from the DTCP with the Indian Airlines Society completed in 2003 and already handed over to the Residents' Welfare Association. The Petitioner emphasized that DHBVNL's reliance on Sales Circular D-21/2020 is misplaced and not in accordance with law, as the Electricity Act and applicable Regulations. The Petitioner requested DHBVNL to grant the electricity connection at 11 KV as per its application dated 26.02.2020, pointing out that continued delay is hampering its ability to hand over possessions to flat owners and operate the project lawfully.
- 1.35 Despite receiving a detailed reply from the Petitioner, not only did DHBVN keep on raising untenable objections, in the process, it inordinately delayed in approving the EP of the Petitioner. Due to Respondent's inaction, Petitioner was compelled to arrange alternate source of electricity which was extremely costly. It is pertinent to mention that as per the Standards of Performance Regulations, DHBVN is obligated to process applications form grant of electricity connected in terms of the timelines specified under Schedule-I of the aid Regulations which provide for a strict timeline for processing of Applications. Evidently, DHBVN processed Petitioner's Application after an inordinate delay and approved Petitioner's EP after more than 2 years on 03.05.2022 of receipt of its Application.
- 1.36 DHBVN, through its Letter dated 03.05.2022, after an inordinate delay of 2 years approved an EP for the Project with an Ultimate Load of 10,899.22 KW and a sanctioned load of 2579 KW, subject to the following conditions:
- “ii. For the Ultimate Load (UL) of 10899.22 KW or 12110.24 KVA of the project area of the builder/ developer, 33/11KV electrical infrastructure with 12.5 MVA Power TOF along with upstream & downstream system of electricity distribution shall be created by the builder/ developer as per HERC Regulation 4.6 and any other similar enabling provisions under the said regulation — HERC Duty to Supply Electricity on Request and Power to Recover expenditure and Power to Recover Security Regulations, 2016 (1st Amendment) Regulation, 2020 circulated vide Sales Circular No. D-12/2020 dated 25.06.2020 and Instruction no. 09/2011/P&D & 02/2019/PD&C (as applicable) of CE/PD&C, DHBVN, Hisar issued by the Nigam.*
 - iii. Above 33/11KV electrical infrastructure facility shall be fed from proposed 33 KV Feeder for M/s Bestech and M/s Vatika One on One.*
 - iv. The above 33KV Feeder of M/s Bestech and M/s Vatika One on One shall be emanating from T-1 power transformer of 220/33 kV Sub*

Station, Sector-57, Gurugram. However, requirement of bay at 220/33KV Sub-station, Sec-57, Gurugram shall be allocated by HVPN and the same to be ensured by SE (OP) Circle-II Gurugram accordingly.”

1.37 Without any legal basis, DHBVN, under the said EP, wrongfully directed the Petitioner to construct electrical infrastructure for 12 MVA power on a 33/11 KV level to be fed from the proposed 33 KV feeder located approximately 6 KM away from the Project. This direction was issued by incorrectly aggregating the ultimate load of Petitioner’s Project with that of other adjacent projects, specifically M/s Indian Airlines Pilot Co-Op Society, which has separate electrical connections.

1.38 Furthermore, the EP imposed additional unreasonable conditions, including the mandatory merging of the ultimate load of Petitioner’s Project with the abovementioned separate electrical connections, as detailed below:

“vii. The builder/ developer shall also have an option to switch over the feeding source(s) of its existing 2 No single point permanent connections (Both in the name of M/s Indian Airlines Pilot Co-Op Society and having A/c No 3013840000 with load 2485KW & A/c No 4015250000 with load of 2982 KW respectively and also referred at Sr No ii & iii above) from the present 66/11KV S/Stn Sec-44 Gurugram to the above 33/11KV electrical infrastructure facility to be created by the builder/ developer with 12.5 MVA Power T/F.

viii. In the above scenario, the O&M of 33/ 11KV electrical infrastructure facility, to be created by the builder/ developer with 12.5 MVA Power T/F, shall be the responsibility of the builder/ developer.

ix. In case the feeding source(s) of existing 2 No single point permanent connections are not switched over to the 33/11KV electrical infrastructure facility, to be created by the builder/ developer with 12.5 MVA Power T/F, utilization of the spare capacity (after release of Single Point electricity connection with Load of 2579KW or 2866KVA for the instant GHS in the project area of the builder), at the above 33/ 11KV electrical infrastructure facility, shall be at the sole discretion of DHBVN & shall be further utilized by Nigam at its convenience.”

1.39 In a particularly arbitrary manner, the EP granted the Petitioner an "option" to switch over the feeding source of the existing two electricity connections of M/s Indian Airlines Pilot Co-Op Society from the current 66/ 11 KV substation to the newly constructed 33 KV electrical infrastructure. If the Petitioner does not exercise this option, the EP provides that any load exceeding 2579 KW will be treated as "spare capacity" under the sole discretion and convenience of DHBVN. Effectively, this means that any load beyond 2579 KW will be appropriated by DHBVN despite being part of the infrastructure created and funded by the Petitioner.

1.40 It is important to emphasize that the existing two electricity connections of M/s Indian Airlines Pilot Co-Op Society have been reliably fed from the 66/11 KV substation at Sector 44, Gurugram, through adequate 11 KV-level infrastructure that has been functioning smoothly for the past 17 years. These projects have

already been handed over to the respective Residents Welfare Societies in accordance with applicable rules and regulations. Therefore, there is no necessity or legal basis for shifting these connections to a 33 KV level.

1.41 Additionally, given that the actual ultimate load of Petitioner's Project is 2579 KW, it is required to be fed at the 11 KV level as per the HERC Regulations. By wrongly combining the ultimate load of Petitioner's Project with that of the adjacent project, DHBVN has compelled Petitioner to establish 33 KV infrastructure, resulting in an unwarranted and significant expenditure of Rs. 5,07,26,829.08/-.

1.42 Despite putting the Petitioner through unwarranted trouble, DHBVN again vide the Impugned Notice dated 11.02.2025 attempted to coerce the Petitioner into transferring the electrical load of Petitioner's Earlier Project from the existing 66/11kV sub-station at Sector 44, Gurugram to the 33/11kV electrical infrastructure developed by the Petitioner for its present Project. The Respondent is compelling the Petitioner to connect the electrical infrastructure of the existing connections of M/s Indian Airlines Pilot Co-Op Society to be fed through the 33kV infrastructure, we would lead to Petitioner incurring a further additional cost of approximately 67,00,000/- which will be wholly redundant.

1.43 Vide its Impugned Notice, the Respondent has imposed unreasonable conditions including a coercive "option" to shift existing connections to the new infrastructure, failing which the unused capacity would be deemed under DHBVNL's control. This situation places the Petitioner in an untenable position. On one hand, the Petitioner is provided with an impractical and extremely costly option to switch over the existing connections of M/s Indian Airlines Pilot Co-Op Society to the 33 KV level by connecting them to Petitioner's Project's infrastructure. On the other hand, if the Petitioner chooses not to exercise this option, it would be forced to relinquish substantial capacity within the 33 KV infrastructure, which the Petitioner funded at its own expense. If the option is exercised, the existing 11 KV infrastructure, constructed at significant cost, will become entirely redundant and wasted. In either scenario, the enforcement of the EP in the manner proposed by DHBVN results in significant monetary loss to the Petitioner, which is not only unjust but also arbitrary and illegal.

1 ADDITIONAL COST AMOUNTING TO RS. 3,87,21,857/- INCURRED BY THE PETITIONER FOR CONSTRUCTING EXCESS 33 kV INFRASTRUCTURE BEYOND THE SANCTIONED LOAD OF THE PROJECT OUGHT TO BE REFUNDED

1.44 It is submitted that the demand imposed by the Respondent upon the Petitioner to construct 33 kV electrical infrastructure, despite the sanctioned load of the Petitioner being well within the 11 kV bracket, is wholly arbitrary, contrary to the regulatory framework laid down under the Supply Code and amounts to regulatory overreach and unjust enrichment.

1.45 As per Regulation 3.2.1 of the Supply Code, a contracted load exceeding 50 kW and up to 5000 kVA must be supplied at 11 kV

voltage level. The Petitioner's sanctioned load is 2579 kW, and even the ultimate load of the current Project is well within the 5 MVA limit. Accordingly, the Petitioner is entitled to be supplied at the 11 kV level.

- 1.46 Despite Petitioner's project being within the 11kV limit, the Respondent forced the Petitioner to construct 33/11 kV infrastructure, including a 12.5 MVA power transformer, which involved connecting to a feeder approximately 6 km away. This infrastructure was neither necessary for the Petitioner's load nor technically justified. Despite repeated representations by the Petitioner, the Respondent ignored the proximity of an existing 66/11 kV substation only 2.6 km away, which could have easily supplied the 11 kV load. Due to Respondent's repeated harassment, the Petitioner had to incur an additional cost amounting to Rs. 3,87,21,857/- to erect this additional infrastructure. The said cost is attributable to the Respondent and the same is liable to be refunded to the Petitioner.
- 1.47 In the present matter, the Petitioner has been compelled to invest in infrastructure that does not serve its load and benefits DHBVN or third parties without compensation. It is a settled principle of law that no authority can enrich itself at the expense of another by misapplying its powers. In this regard, reliance is being placed on Mrs. Kailash Suneja v. Appropriate Authority and Ors., (1998) 231 ITR 318 (Delhi).
- 1.48 Further, under Section 43 of the Electricity Act, the distribution licensee is obligated to provide supply within one month of a valid application. If the licensee seeks to impose alternate supply arrangements, it must either obtain the applicant's consent or bear the cost itself not impose it unilaterally. Moreover, Regulation 3.3.2 of the Standards of Performance Regulations, 2020 makes SDOs and XENs liable for delays or failures that result in financial or service hardship to consumers. In the present case, not only was there a delay in approval of the Electrification Plan, but the Petitioner also had to bear the full cost of infrastructure neither required for nor proportionate to its sanctioned load.
- 1.49 In light of the aforementioned submissions, it becomes crystal clear that the Respondent is liable to refund the additional infrastructural cost amounting to Rs. 3,87,21,857/- incurred by the Petitioner.
- 2 IMPUGNED NOTICE DATED 11.02.2025 DIRECTING THE PETITIONER TO SWITCH OVER THE EXISTING CONNECTIONS OF M/S INDIAN AIRLINES SOCIETY OUGHT TO BE WITHDRAWN
- 1.50 It is submitted that despite the Petitioner incurring the additional cost to develop infrastructure under the pressure put by the Respondent, the Respondent arbitrarily vide the Impugned Notice dated 11.02.2025 attempted to coerce the Petitioner into transferring the electrical load of Petitioner's Earlier Project from the existing 66/11kV sub-station at Sector 44, Gurugram to the 33/11kV electrical infrastructure developed by the Petitioner for its present Project. The Respondent is compelling the Petitioner to connect the electrical infrastructure of the existing connections of M/s Indian Airlines Pilot Co-Op Society to be fed through the 33kV infrastructure.

- 1.51 At the cost of repetition, it is reiterated that the Indian Airlines Project was completed in 2003, has been handed over to the respective Residents Welfare Association, and has been functioning independently with two separate sanctioned connections at the 11 kV level. Despite being aware of the same, the Respondent, firstly compelled Petitioner to erect additional infrastructure at its own cost and once that was done, it arbitrarily merged the Petitioner's current Project "Platinum Towers" with the earlier completed "Indian Airlines Co-operative Society" project under the false premise that both constitute a "Scheme," relying on Sales Circular D-21/2020.
- 1.52 Further, the Impugned Letter vide which Petitioner's EP was approved went so far as to provide that if the Petitioner does not shift the old project connections to this infrastructure, then the unused capacity would be "utilized by the Nigam at its convenience". This clearly shows that the Respondent is intending to derive public utility from infrastructure funded by a private party without reimbursing the cost amounting to unjust enrichment.
- 1.53 It is submitted that merging infrastructure of the existing connections of M/s Indian Airlines Pilot Co-Op Society to be fed through the 33kV infrastructure with Petitioner's current Project would lead to Petitioner incurring a further additional cost of approximately Rs.67,00,000/- which will be wholly redundant. It is imperative to mention that neither the Supply Code nor the Electricity Act provides for a merger like that. Further, Respondent's reliance on Sales Circular D-21/2020 is erroneous because the said circular applies to temporary connections and electrification planning, and cannot override the provided under the Supply Code, which has statutory force under the Electricity Act, 2003.
- 1.54 It is submitted that the Impugned Notice is nothing, but illegal demands raised by the Respondent without any legal or factual basis, with the sole intent of extracting money from the Petitioner. This is evident from the fact that while the Petitioner kept of requesting for clarification on these Memos which are evidently bereft of any details, the Respondent in a surreptitious manner directed the Petitioner first to erect additional infrastructure then merge its Earlier Project with the present Project. The harassment at the hands of Respondent, ensured that the Petitioner was left with no other option but to either erect additional infrastructure or never being able to avail electricity connection. Thus, this is a classic arm-twisting step by the Respondent which is unfortunate. The Petitioner ultimately had to succumb to these tactics and erect the additional infrastructure the first time. Despite adhering to all the applicable laws and Regulations; and giving in to the demands of the Respondent for the first time, the Respondent has now vide the Impugned Notice against come up with an arbitrary demand of merging of electrical infrastructures. When such a law-abiding consumer is harassed by the Respondent in the manner as elaborated above, the same is bound to shake the confidence of the general masses in the Respondent corporation and reflects rather poorly on its operations. Accordingly, the issuance of

such arbitrary Impugned Notice against an organization such as the Petitioner is liable to be viewed very strictly by this Hon'ble Commission.

1.55 Moreover, the Impugned Notice is not only illegal and baseless but also suffers from serious procedural infirmities:

- i. The Impugned Notice has not been issued in the format prescribed under the Supply Code.
- ii. It does not contain any material particulars justifying why the direction for merger is being given.

1.56 In view of the above, it is evident that the Impugned Notice has been issued illegally and arbitrarily and is liable to be quashed by this Hon'ble Commission.

1.57 It is submitted that from the submissions made hereinabove, it is evident that the Respondent has proceeded in gross violation of the Regulations framed by this Hon'ble Commission, and as such, the Petitioner has an extremely strong case on merits. Further, considering that the Petitioner has already incurred additional cost for erecting additional electrical infrastructure due to illegal and arbitrary demand made by the Respondent, the balance of convenience for the grant of interim relief is also heavily tilted in favour of the Petitioner and against the Respondent. Needless to state, the Petitioner, if compelled to merge the electrical infrastructure would suffer irreparable financial injury. As such, the Petitioner has a good case for the grant of interim relief.

1.58 In light of the aforementioned submissions, it is prayed that the Impugned Letter is liable to be withdrawn or in the alternative if the infrastructures have to be merged then the cost for merger ought to be borne by the Respondent. It is also prayed that the Respondent may be directed to maintain the status-quo without taking an adverse action against the Petitioner during the pendency of this Petition.

3 THE PETITIONER IS LIABLE FOR COMPENSATION FOR DELAY IN PROCESSING OF ITS APPLICATION FOR ELECTRICITY CONNECTION

1.59 It is submitted that the Petitioner applied for an electricity connection on 26.02.2020, seeking a sanctioned load of 2579 kW at 11 kV voltage level, vide Application No. G21-220-406, under the HT/BDS category for its Project at Sector-28, Gurugram. The said application was made in accordance with the procedure prescribed under Regulation 4.4 of the Supply Code and accompanied by all required documents and statutory compliances.

1.60 However, after receiving the duly complete application, the Respondent, in gross violation of the timelines stipulated under the Supply Code and the Standards of Performance Regulations, inordinately delayed processing the Petitioner's application and failed to approve the EP within the statutorily mandated period. Instead, the EP was sanctioned only on 03.05.2022, more than two years after the date of application, which is entirely contrary to the spirit and letter of the regulatory framework governing timely electricity connections.

1.61 As a result of this delay, the Petitioner, a real estate developer engaged in the timely delivery of housing units, was compelled to rely on

alternate sources of electricity, such as diesel generators, which are not only prohibitively expensive but also severely restricted under the environmental norms in the NCR region. This imposed substantial financial hardship on the Petitioner and led to unwarranted delay, thereby affecting consumer confidence and operational timelines.

1.62 It is submitted that the strict timelines prescribed under the Supply Code and the Standards of Performance Regulations have been consciously framed by this Hon'ble Commission to ensure that consumers are not made to suffer due to administrative delays, bureaucratic red tape, or inefficiencies in processing applications for new connections or load enhancement. Schedule I of the Standards of Performance Regulations explicitly stipulates that:

- a. For HT connections at 11 kV, the issuance of demand notice must be completed within 14 days from the date of inspection.
- b. The release of electricity supply must occur within 57 days from the date of compliance with the demand notice by the applicant.
- c. In addition, Regulation 3.3.2 provides for a penalty of ₹1,000 per day, up to a maximum of ₹10,000 per case, for failure to comply with the mandated service timelines. This penalty is personally attributable to both the Sub Divisional Officer (SDO) and the Executive Engineer (XEN) concerned, to ensure individual accountability.

1.63 Despite these statutory mandates, the Respondent took over two years to act on a duly submitted application, thereby flagrantly violating the Commission's own binding regulations. The inaction of the Respondent is not only a gross abuse of statutory discretion but also defeats the purpose of the Supply Code's consumer protection mandate. It has resulted in avoidable financial loss, compromised the Petitioner's project timelines, and frustrated the legitimate expectation of timely service.

1.64 The Petitioner, having fulfilled all obligations under law, was entitled to receive the connection within the regulated timeline. However, the Respondent's conduct has imposed an undue and avoidable burden on the Petitioner and is liable to be viewed strictly by this Hon'ble Commission. In light of the aforementioned, the Petitioner is entitled to receive compensation under Schedule I of the Standards of Performance Regulations for the delay caused by the Respondent.

1.65 The present Petition has been filed bonafide and in the interest of justice.

1.66 The Petitioner has not filed any other similar Petition/Application, seeking similar reliefs before this Hon'ble Commission or any other Court/Tribunal. The Petitioner craves leave of this Hon'ble Commission to supplement the submission made in the present Petition with such other submissions as may be necessary for effective adjudication of the present Petition during the course of proceedings before this Hon'ble Commission.

1.67 The Petitioner submits that the since the actions of the Respondent, as elaborated hereinabove, are evidently and grossly in violation of the Regulations framed by this Hon'ble Commission as also its own

Circulars issued thereunder, the Respondent being in violation, is liable to be punished under Section 142 and 147 of the Act. The present Petition is therefore maintainable before this Hon'ble Commission under Section 142 read with Section 146 of the Act read with Regulation 22 of the Haryana Electricity Regulatory Commission (Conduct of Business) Regulations, 2019.

PRAYER

In light of the aforementioned facts and circumstances, it is humbly prayed that this Hon'ble. Commission may be pleased to:

- i. Direct the Respondent to withdraw the Impugned Notice dated 11.02.2025, which directs the Petitioner to switch over the existing connections of M/s Indian Airlines Pilot Co-Op Society to the 33 kV level;
- ii. Refund of the cost incurred by the Petitioner for constructing the 33 kV instead of 11kV infrastructure required for the actual load of the Project, amounting to Rs. 3,87,21,857/-,

In the alternative to (i) and (ii) above,

- i. If the existing connections of M/s Indian Airlines Pilot Co-Op Society are to be switched over to the 33 KV level, such upgradation should be carried out by and at the cost of DHBVN;
- ii. Direct DHBVN to refund the cost of the existing 11 KV infrastructure for M/s Indian Airlines Pilot Co-Op Society, amounting to Rs. 65,61,000/-;
- iii. Compensate the Petitioner in terms of Standards of Performance Regulations for inordinate delay attributable to the Respondent for processing of application of electricity connection of the Petitioner,
- iv. During the pendency of the present Petition, direct status-quo to be maintained by the Respondent towards any merger on infrastructure of Petitioner's earlier and present Project and direct it not to take any coercive action against the Petitioner in terms of its Notice dated 11.02.2025; and
- v. Pass such further orders or directions in favor of the Petitioner as this Hon'ble Commission deems fit and proper in the facts and circumstances of the case.

2. The case was heard on 10/07/2025, None appeared on behalf of the respondent. Ms. Sonia Madan, advocate present in the court intimated that although she has not been engaged in this case, she will take up the matter with DHBVN to file the reply before next date of hearing. The Commission took serious note of nonappearance of representative from the respondent DHBVN and directs the MD DHBVN to enquire into the matter and take appropriate action against the concerned officer and also, submit report thereof before next date of hearing. The Commission adjourned the matter and directed the respondent to submit its reply within four (4) weeks with advance copy to the petitioner

3. The case was heard on 20/08/2025, Ms. Sonia Madan Counsel for the respondent submitted that she has been engaged recently in this case and sought some time to file the reply. The Proxy counsel for the petitioner also requested for time to file the rejoinder. Acceding to requests of the parties, the Commission adjourns the matter and directs the respondent to submit its reply within four (4) weeks with an advance copy to the petitioner and petitioner to file its rejoinder within two (2) weeks thereafter.

4. Reply submitted by the Respondent DHBVN on 16/09/2025:

4.1 That the present reply is being filed through Vikas Yadav, XEN, Gurugram Dakshin Haryana Vidyut Prasaran Nigam Limited (hereinafter referred to as 'DHBVNL'/Respondent), who is fully conversant with the facts and circumstances of the case on the basis of knowledge derived from record.

4.2 That all submissions made herein in the present reply ("Reply") by the Respondent are without prejudice to one another and are made in the alternative, as may be applicable to the facts and circumstances of the present case. All allegations made by the Petitioner are denied in totality and the same may be treated as a denial as if it was made in seriatim. Nothing submitted herein shall be deemed to be admitted unless the same has been admitted thereto specifically.

PRELIMINARY SUBMISSIONS/OBJECTIONS:

A. MATERIAL DISCREPANCIES AND PROCEDURAL NON-COMPLIANCE IN FILING OF THE PETITION -

4.3 At the very outset, and before dealing with the submissions on merits, it is respectfully submitted that the present Petition filed by the Petitioner is vitiated by material discrepancies and procedural infirmities, and is not in conformity with the Haryana Electricity Regulatory Commission (Conduct of Business) Regulations, 2019 ("Conduct of Business Regulations, 2019"), under which the Petitioner seeks to invoke the jurisdiction of this Hon'ble Commission. As per Regulation 23(7) of the Conduct of Business Regulations, 2019, all pleadings are required to be verified by way of an affidavit. Further, Regulation 23(8) mandates that every affidavit shall be drawn up in the first person, stating the full name, age, occupation, and address of the deponent, the capacity in which he is signing, and shall also contain a categorical declaration that there is no case pending in any Court of law with regard to the subject matter referred to the Commission. For ease of reference, the said provisions are reproduced below:

"(7) All pleadings shall be verified by an affidavit and every such affidavit shall be in Form 2.

(8) Every affidavit shall be drawn up in the first person and shall state the full name, age, occupation and address of the deponent and the capacity in which he is signing and shall be signed and sworn before a person lawfully authorized to take and receive affidavits. The affidavit shall also declare that there is no case pending in any Court of Law with regard to the matter referred to the Commission."

- 4.4 That in the present case, however, the Petitioner has failed to comply with the mandatory requirement. The affidavit filed verifies only the pleadings up to paragraph 65, whereas the subsequent pleadings, which specifically deal with the declaration that no similar petition/application has been filed before any other Court or Tribunal, remain wholly unverified. This omission is material, as the verification of such declaration is a statutory requirement under Regulation 23(8). Moreover, the affidavit filed does not itself capture this mandatory declaration. The affidavit also fails to disclose and substantiate the age, occupation, and address of the deponent, as specifically required under Regulation 23(8). The absence of these particulars renders the affidavit incomplete and non-compliant with the prescribed form. Accordingly, the Petition, having been filed in violation of the express procedural requirements of the Conduct of Business Regulations, 2019, suffers from serious infirmities and is not maintainable in its present form.
- 4.5 That as per Regulation 23(5) of the Conduct of Business Regulations, 2019, any pleading filed by a company registered under the Companies Act is mandatorily required to be filed with the approval of its Managing Director (“MD”). The said regulation is reproduced below for ready reference:
“(5) Any pleading filed by a company registered under the Companies Act shall be with the approval of its Managing Director except that a pleading filed regarding ARR/Tariff Petition shall be accompanied by a resolution of its Whole Time Directors authorizing such filing.”
In the present case, however, the authority letter relied upon by the Petitioner is not in compliance with the above regulation. The said authority letter merely records a resolution passed by the Petitioner’s Committee of Finance and Legal, and it is not clarified or substantiated whether the approval of the Managing Director was duly accorded, as required under Regulation 23(5). In such a situation, the burden lies squarely on the Petitioner to establish that the requisite approval of the MD was in fact obtained; failing which, the present Petition is procedurally defective and cannot be entertained.
- 4.6 That the scope of the authority letter, placed at page 238 of the Petition, under which the Petitioner’s authorized representative has purportedly moved the present Petition, is narrowly confined. The relevant extract of the said authority letter is reproduced below:
“RESOLVED THAT Mr. Prabhat Sah, Authorized Representative of the Company, be and is hereby authorized for submitting the electrification scheme for connection and approval of load of 11 KV with Dakshin Haryana Bijli Vitran Nigam, Haryana for ‘Platinum Tower’, situated at M.G. Road, Gurgaon, Haryana and to sign and submit various documents for the same, and to do all such other acts, deeds and things as may be necessary or incidental thereto, on behalf of the Company, in respect of the aforesaid matter”
- 4.7 That it is evident from the above that the authority letter relied upon by the Petitioner was restricted solely to the submission of the electrification scheme and related documents for approval of an 11 kV

load connection for the Project “Platinum Tower.” The present proceedings, however, are materially distinct and go far beyond the limited scope of such authorization. In the instant Petition, the Petitioner seeks reliefs in the nature of refund of ₹3,87,21,857/- allegedly incurred towards construction of the 33 kV infrastructure for the Project, or in the alternative, a direction upon the Respondent to bear the costs of upgradation of the connection from 11 kV to 33 kV, along with refund/compensation in respect of the earlier 11 kV infrastructure. These reliefs are wholly outside the ambit of the authorization letter, which was confined only to the submission of documents in respect of an 11 kV connection for the Project. It is further pertinent to note that the Electrification Scheme itself was approved on 03.06.2022 at the 33 kV voltage level, and therefore, the limited authority of the representative ended on that date. Any subsequent proceedings or claims cannot, therefore, be sustained on the basis of such restricted authorization. Accordingly, the present Petition has not been instituted with proper authorization, suffers from a fundamental defect, and is liable to be dismissed at the very threshold on this ground alone.

B. INCOMPLETE DOCUMENTATION AND RELIANCE ON INCORRECT/REPEALED PROVISIONS -

4.8 That, without prejudice to foregoing objection, it is submitted that the Petitioner has wrongly invoked and relied upon various statutory provisions and regulatory clauses in alleging that the Respondent has acted in contravention of the applicable legal framework. Such reliance is wholly misconceived and legally untenable, as the Petitioner has neither correctly appreciated nor acknowledged the governing framework, which has been duly complied with by the Respondent. The Petitioner has further failed to specify or substantiate any concrete instance of violation by the Respondent or to demonstrate the contextual applicability of the provisions relied upon. The allegations of non-compliance are, therefore, founded upon a misinterpretation and selective reading of the relevant laws and regulations, and are devoid of factual or legal merit.

4.9 That the Petitioner has failed to place on record several documents on which it has sought to rely, and has, in fact, placed incorrect documents in the present matter as well. By way of example, the Petitioner in its prayer has sought relief for withdrawal of the Impugned Notice dated 11.02.2025; however, the said notice itself has not been placed on record. It is trite law that no relief can be granted in respect of a document which is neither produced nor available before this Hon’ble Commission. Further, the Petitioner has purportedly placed reliance on its reply dated 05.04.2025 submitted to the Respondent, particularly paragraph 7 thereof, allegedly concerning the approval of the Electrification Plan. However, this document too has not been produced in the present proceedings. Likewise, the Petitioner has asserted that vide its letter dated 18.03.2020 it had responded to all clarifications/documents sought by the Respondent in relation to the Electrification Plan. A bare

perusal of the said letter dated 18.03.2020, however, reveals that it is not a reply addressing clarifications but merely a communication by the Petitioner correcting the permanent address erroneously mentioned in its earlier Application dated 26.02.2020 for electricity connection. In the absence of such essential records, the Petition is devoid of evidentiary value and is liable to be outrightly rejected at the threshold.

4.10 That the Hon'ble Supreme Court, in S.P. Chengalvaraya Naidu (Dead) by LRs. v. Jagannath (Dead) by LRs. and Others, 1994 (1) SCC, has observed that:

"A litigant who approaches the court is bound to produce all the documents executed by him which are relevant to the litigation. If he withholds a vital document in order to gain advantage over the other side, he would be guilty of playing fraud on the court as well as on the opposite party."

Accordingly, the Petitioner is obliged to produce all documents on which it seeks to rely in the present matter.

4.11 The Petitioner has selectively reproduced and mischaracterized the Regulations in a distorted manner solely to advance its case. In particular, even in its letter dated 03.03.2022, the Petitioner has wrongly reproduced the relevant provisions of the Supply Code, 2014 in order to falsely substantiate its contentions. It is further submitted that the Regulations incorrectly relied upon by the Petitioner have been specifically dealt with and clarified in detail in the subsequent paragraphs herein, wherein the correct verbatim provisions have also been reproduced for the ready reference of this Hon'ble Commission. A bare perusal of the record clearly demonstrates that the texts relied upon by the Petitioner in its Petition, purportedly from the Supply Code, 2014, are materially at variance with the actual provisions contained in the Supply Code, 2014, as amended up to date.

C. FACTUAL CONSPECTUS –

4.12 That before adverting to the merits of the matter, it is imperative to first set out the complete factual conspectus of the matter, which is elucidated hereunder –

- a. The Petitioner, as per its own submissions, is a real estate development company incorporated in 1999 under the Companies Act, 1956. The Petitioner had earlier undertaken a project known as *Indian Airlines Society* (hereinafter "earlier Project") in 2003, for which two electricity connections at the 11 kV level, for loads of 2982 kW and 2485 kW respectively, were sanctioned vide memos dated 26.06.2003 and 30.06.2003. While granting the electricity connection, it was explicitly mentioned that *"All instructions of Sales manual amended from time to time through Sales Circular will be applicable to the consumer."*
- b. Subsequently, the Petitioner commenced construction of a new project, *Platinum Towers* (hereinafter "present Project"), for which firstly, the temporary electricity connection was released on 14.03.2018. Thereafter, the Petitioner applied for a permanent connection on 26.02.2020 for a load of 2579 kW.

- c. In response to the application of the Petitioner for grant of connection, the Respondent vide the letter dated 06.03.2020 sought certain documents/clarifications for the processing of application. The complete documents/clarifications, as sought, were not supplied by the Petitioner, for which subsequent meetings were held. Pursuant to same the Respondent issued letter dated 06.08.2020 seeking documents/clarifications for the processing of application.
- d. Vide the letter dated 18.09.2020, the Respondent intimated that the Sales Circular no. D-21/2020 dated 07.09.2020 has been issued, which stipulates conditions for release of temporary and permanent connection in the colonizer/builder/developer area. Additionally, it was observed that there was inadequacy/outstanding liability amounting to Rs. 10.15 crores on account of deficient electrical infrastructure against Sun City Project Pvt. Ltd. which is a sister concern company of the Petitioner. In view thereof, clarifications on the same was sought by the office of SE/R-APDRP, DHBVN, Hisar from the office of SE/Operation, DHBVN, Gurugram for the processing of application of the Petitioner.
- e. Vide a separate letter dated 25.09.2020, the Respondent asked the Petitioner to submit comments on the inter-departmental clarification sought vide the letter dated 18.09.2020.
- f. The Petitioner, vide the letter dated 25.09.2020 intimated that the directorship has changed for M/s Essel Housing Projects Pvt. Ltd. and the directors are now different in both the companies and therefore, the inadequacy amount of Rs. 10.15 crores with respect to M/s Suncity Projects Pvt. Ltd. is not payable by the Petitioner.
- g. Thereafter, the meeting was held between the Petitioner and the Respondent on 03.11.2020, wherein the conditions laid down under Sales Circular no. D-21/2020 were deliberated upon with respect to the request of the Petitioner. The said circular specified that prior to the grant of electricity connection to the developer, it is mandatory to have the electrification plan approved. The said electrification plan had to be considered for the approval of complete scheme and not based on the individual license forming part of the scheme and layout plan. Subsequent to the same, Petitioner vide the letter dated 03.11.2020 contended that the Sales Circular No. D-21/2020 shall not be made applicable to them as the application for release of connection was filed prior to the issuance of the Sales Circular.
- h. The Respondent, vide letter dated 12.06.2021, asked the Petitioner to submit consent regarding voltage level of 66kV or 33kV for release of required load so that the technical feasibility report could be sent to the higher authorities for necessary action.
- i. The Petitioner, vide the letter dated 29.12.2021, submitted that owing to Covid-19 situation, there is clump in the market and

therefore, they are ready to take connection on 33KV line from Sector 57 Gurgaon on sharing basis with other developers in the vicinity.

- j. The Respondent, vide its internal letter dated 13.01.2022, written by the office of SE/R-APDR, DHBVN, Hisar to the office of SE/Operation, DHBVN, Gurugram with a copy to the Petitioner, mentioned that in furtherance to the representation of the Petitioner dated 29.12.2021 for connection on sharing basis, the details associated with the license(s) has been verified through DTCP and it was found that the complete scheme comprises of area measuring 43.56 acres as per approved layout plan, for which ultimate load has been assessed as 10.7MW or 11.922MVA. In view of the same a detailed proposal for the electrification plan for Petitioner's project, as per the prevailing regulatory framework, was sought.
- k. Further, vide the letter dated 03.03.2022, the Petitioner raised an objection that the projects of Indian Airline Society and the present project have been developed under different licenses issues by DTCP and therefore, there shall be no tagging together of both areas for grant of electricity connection.
- l. The Respondent, vide the letter dated 12.05.2022, requested Petitioner to furnish layout plan of the complete scheme and the load of the common facilities for making correct estimation of the ultimate load of the project.
- m. In response to the foregoing letter of the Respondent, the Petitioner, through an email dated 19.05.2022 submitted an undertaking of the even date, providing details of the various licenses issued by DTCP and certifying that the total land as on date under various licences aggregates to 36.51875 acres.
- n. The Respondent, vide the letter dated 03.06.2022, after examining the technical feasibility for release of connection, granted in principle approval of electrification plan with ultimate load of 10899.22kW or 12110.24KVA and sanction of load 2479KW or 2866KVA for release of connection under HT/BDS Category for the project of the Petitioner.
- o. Subsequently, the Respondent vide the letter dated 25.04.2024, intimated Petitioner that as per the approved electrification plan, the load of 11KV M/s Indian Airlines Pilot Cooperative Society (having account no. 3013840000 and 4015250000) are to be switch over from present 66/11KV sub-station, Sector 44, Gurugram to 33/11KV electrical infrastructure developed by the Petitioner. However, despite a lapse of substantial period, nothing has been done by the Petitioner, which is in violation of the approved plan. The Petitioner was requested to ensure switch over 11KV load of M/s Indian Airlines Pilot Cooperative Society from present 66/11KV sub-station, Sector 44, Gurugram to 33/11KV electrical infrastructure developed by the Petitioner.
- p. The Petitioner did not act upon the letter of the Respondent dated 25.04.2024 referred above. The Respondent, again vide the letter

dated 11.02.2025, again requested Petitioner to comply with the conditions of the sanctioned plan. It was mentioned therein, that in the event of the Petitioner failing to comply with the switching over of the load as per the sanctioned plan, the work shall be executed by the Respondent at their risk and cost and the amount shall be charged in their electricity account. It is pertinent to mention that although in the present petition, the Petitioner has raised a challenge to the notice of the Respondent dated 11.02.2025 however, a copy of the same has not been placed on record.

From the foregoing sequence of events, it is evident that the present petition has been filed by the Petitioner to evade the liability due to be imposed upon the Petitioner for violation of the electrification plan approved by the Respondent way back in June, 2022. The Petitioner has, for obvious reasons, not presented the factual position in its entirety and has selectively placed on record the correspondence to build a mis-represented case before the Hon'ble Commission. Suffice to state that the present petition is only a feeble attempt on behalf of the Petitioner to wriggle out of their legal obligation duly accepted by them with the approval of the electrification plan. In light of the foregoing factual backdrop, the Respondent sets out hereunder the submissions on the tenability as well as merits of the instant petition.

D. APPROVAL OF ELECTRIFICATION PLAN MANDATORY FOR RELEASE OF CONNECTION -

4.13 That in order to avail such electricity connection, it was incumbent upon the Petitioner, under the applicable legal framework, to obtain approval of an Electrification Plan ("EP") for the entire scheme as per the layout plan duly sanctioned by the Department of Town and Country Planning ("DTCP"). The said EP was subsequently approved on 03.06.2022. In the present proceedings, the Petitioner has primarily sought to dispute the EP approved by the Respondent as well as the Respondent's reliance on the governing statutory and regulatory framework, particularly the mandate that approval of an EP must relate to the complete scheme for a Project, and cannot be confined to individual licenses forming part of such scheme, nor limited to the present Project in isolation. By seeking to do so, the Petitioner is attempting to contest and circumvent a well-settled legal requirement. Accordingly, the Petitioner has incorrectly alleged that the Respondent's actions are contrary to law and in violation of the following statutory provisions and regulations:

- a. The Haryana Electricity Regulatory Commission (Electricity Supply Code) Regulations, 2014 ("Supply Code, 2014");
- b. The Haryana Electricity Regulatory Commission (Standards of Performance of Distribution Licensees and Determination of Compensation) Regulations, 2020 ("Standards of Performance Regulations, 2020");
- c. The Haryana Electricity Regulatory Commission (Single Point Supply to Employer's Colonies, Group Housing Societies and Residential-cum-Commercial/Commercial Complexes of

Developers and Industrial Estates/IT Parks/SEZ) Regulations, 2020 (“Single Point Regulations, 2020”); and

d. Section 43 of the Electricity Act, 2003 (“Act”).

4.14 That the Petitioner has alleged in its Petition that the Respondent, vide letter dated 13.01.2022, had wrongly suggested that the Petitioner’s present Project was connected to its earlier Project. The Petitioner has further claimed that the Respondent erred in relying on the said letter to contend that both Projects of the Petitioner formed part of a single “Scheme,” thereby requiring the Petitioner to obtain an EP for the complete scheme. It has also been alleged that the Respondent wrongly placed reliance on Sales Circular D-21/2020 to assert that approval of the EP for the complete scheme was mandatory. It is submitted that all such allegations raised by the Petitioner are misleading, incorrect, and are expressly denied.

E. RELIEF SOUGHT IS BARRED BY LAW OF LIMITATION -

4.15 That, *arguendo*, If the Petitioner’s grievance was genuinely against the Respondent’s stipulation that approval of the EP must cover the complete scheme, the Petitioner ought to have challenged the same contemporaneously. Having been duly informed of this requirement more than three years ago, the Petitioner cannot now, after such inordinate delay, be permitted to reopen the issue in the present Petition filed only on 20.04.2025. The cause of action, if any, arose on 13.01.2022 itself, and the present Petition is, therefore, clearly time-barred and liable to be dismissed on this ground alone. In this regard, reliance is placed on the judgment of the Hon’ble Supreme Court in *A.P. Power Coordination Committee v. Lanco Kondapalli Power Ltd.*, (2016) 3 SCC 468, wherein the Court categorically held that:

“In the absence of any provision in the Electricity Act creating a new right upon a claimant to claim even monies barred by law of limitation, or taking away a right of the other side to take a lawful defence of limitation, we are persuaded to hold that in the light of nature of judicial power conferred on the Commission, claims coming for adjudication before it cannot be entertained or allowed if it is found legally not recoverable in a regular suit or any other regular proceeding such as arbitration, on account of law of limitation....”

“Hence we hold that a claim coming before the Commission cannot be entertained or allowed if it is barred by limitation prescribed for an ordinary suit before the civil court.....”

4.16 That as per Article 137 of the Limitation Act, 1963, which governs all applications for which no period of limitation is expressly provided, the period of limitation is three years from the date on which the right to apply accrues. The said Article has been reproduced below:

	<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
137.	<i>Any other application for which no period of limitation is provided elsewhere in this Division.</i>	<i>Three years.</i>	<i>When the right to apply accrues.</i>

In the present case, the right to apply, if at all, accrued on 13.01.2022, when the Petitioner received the impugned letter. Consequently, the Petition filed on 20.04.2025, after more than three years is hopelessly time-barred. Accordingly, the Petitioner's contention that the Respondent has wrongly insisted on approval of the EP for the entire scheme is both misconceived on merits and barred by limitation, and therefore liable to be rejected at the threshold.

F. CLAIM OF THE PETITIONER CONTRARY TO ITS DECLARATION/UNDERTAKING –

4.17 That it is further pertinent to note that in its own application for permanent connection dated 26.02.2020, the Petitioner expressly declared at Serial No. 9(b) that it would abide by all rules and regulations of the Nigam as well as this Hon'ble Commission. The Petitioner also provided an Affidavit-cum-undertaking in response to the letter of the Respondent dated 12.05.2022, in which it was explicitly mentioned that the electrification plan shall be approved for the complete scheme in terms of the prevailing regulations. The undertaking provided by the Petitioner contained details of area under various licenses forming part of the scheme under which such licenses were obtained. Accordingly, the sanctioned electrification plan was approved which has not been challenged by the Petitioner. In light of the same, it does not lie in the mouth of the Petitioner now to contend that the condition of switching over of the load of M/s Indian Airlines Society Project is incorrect or illegal. The Petitioner is bound by its own undertaking and declaration to abide by the conditions of the Electrification Plan, which has not been challenged by them. This position stands further fortified by the Respondent's letter dated 13.01.2022, wherein it was categorically recorded that, in view of the HERC Regulations and the instructions of the Nigam, the Petitioner was required to obtain approval of the EP for the entire scheme as sanctioned by DTCP, a requirement that the Petitioner has willfully denied. For the ready reference of this Hon'ble Commission, the relevant extract of the letter dated 13.01.2022 is reproduced hereinbelow:

"Subsequently, in view of the HERC Regulations & instructions of Nigam in vogue, M/s Essel Housing Projects Pvt. Ltd. was requested to get the Electrification Plan (EP) approved for the complete scheme as approved by DTCP which was denied by M/s Essel Housing Projects Pvt. Ltd. vide representation referred at Sr. No. 6 above."

4.18 The Petitioner has provided no valid legal justification for its refusal to obtain approval of the EP for the complete scheme, nor has it annexed any document evidencing such intent to deny compliance with the lawful requirement raised by the Respondent after the approval of the EP dated 03.06.2022 as per the applicable framework. In light of the express declaration made by the Petitioner in its Application that it would abide by all rules and regulations of the Nigam and this Hon'ble Commission, its subsequent conduct in outrightly denying the requirement of EP approval for the complete scheme is wholly contradictory and in violation of its own

undertaking. Such conduct not only reflects the Petitioner's intent to avoid compliance with the governing legal framework, but also renders its application itself invalid, as an application premised on non-compliance with the applicable rules and regulations cannot be sustained in law.

G. THE ELECTRIFICATION PLAN HAS TO BE APPROVED FOR ENTIRE SCHEME AS PER THE REGULATORY FRAMEWORK AND *SINE QUA NON* FOR RELEASE OF CONNECTION –

4.19 That without prejudice to the submissions made hereinabove, it is respectfully submitted that a bare perusal of the Respondent's letter dated 13.01.2022 makes it evident that the Respondent, in accordance with the applicable legal framework, merely requested the Petitioner to obtain approval of the EP for the entire scheme, strictly as per the layout plan duly sanctioned by the DTCP. The Respondent has rightly required the Petitioner to obtain approval of the EP for the entire scheme as sanctioned under the layout plan of DTCP. This requirement is squarely consistent with the governing regulatory framework and is further fortified by Sales Circular D-21/2020, which lays down guidelines for both temporary and permanent electricity connections in colonizer/builder/developer areas. The said guidelines categorically stipulate that approval of the EP shall be considered with respect to the complete scheme as per the sanctioned layout plan, and not on the basis of individual licenses forming part of such scheme. For ease of reference, the relevant clause is reproduced below:

“The electrification plan shall be considered for approval for complete scheme and not based on individual license which forms part of scheme & lay out plan. Further where the approval of electrification plan requires approval of HVPN like allocation of Bay, augmentation of Sub-station/Line, approval for connecting load at 33 KV level and above on already laid system, the electrification plan shall only be approved after the approval from competent authority of HVPN i.e. after issue of R-Code the Bay, augmentation etc., as the case may be.”

4.20 That the relevant clause of the said Circular D-21/2020, which mandates obtaining the approval of the EP for making any application for permanent connection by a developer, has also been reproduced hereinbelow.

“(II) Permanent connection for interim / partial load:

(a) The application for permanent connection for interim load i.e. single point or individual connection in the colonizer area shall only be considered for processing after the approval of electrification plan and submission of requisite bank guarantee as per the applicable regulations prevailing at that time.”

4.21 That, it is evident from the preceding para that approval of the EP is a mandatory precondition for consideration of electricity connection, whether as sought by the Petitioner. Furthermore, a bare perusal of the Haryana Electricity Regulatory Commission (Duty to Supply Electricity on Request, Power to Recover Expenditure and Power to Require Security) Regulations, 2016, as amended by the First Amendment in 2020 (“Duty to Supply Regulations, 2020”), also

reinforces this position. The said Regulations mandate that a developer, before commencement of work for installation of electrical infrastructure in its area of development, must obtain approval of the EP. The relevant clause is reproduced below:

*“4.12.2 Special Provisions in case of a Developer opting under Regulation 3.10 for self-execution of the work for Electrical Infrastructure within its Development Area.
(b) The Developer before commencement of work for installation of Electrical Infrastructure in his area of development shall obtain approval of electrification plan along with an execution plan and the estimate of cost of the work of electrical infrastructure for each phase on the basis of Regulation 4.8.4 for execution of the work as per the said plan and pay supervision charges to the licensee in accordance with Regulation 3.10 of the Regulations.”*

4.22 That in view of the above provisions, it is clear that any application for an electricity connection must necessarily be accompanied by an approved EP for the project. However, it is further submitted that Regulation 4.5.2 of the Supply Code, 2014 categorically stipulates that a developer may apply for a permanent electricity connection only after the project has been effectively completed and possession has been offered to a prospective occupant. For ready reference, the said Regulation 4.5.2 of the Supply Code, 2014 is reproduced hereinbelow *“Provided further that when any part of the building/project has been effectively completed and possession offered to a prospective occupant, then the developer/occupant of such building/portion shall apply for a permanent connection to the licensee within one month from the date of such effective completion/offer of possession. The temporary connection shall be removed three months after the date of such effective completion/offer of possession.”*

4.23 That further, the contention of the Petitioner that its application dated 26.02.2020 for seeking a permanent electricity connection was filed prior to the issuance of Sales Circular D-21/2020 and therefore the Petitioner is not bound by the said Circular, is wholly misconceived and incorrect. Admittedly, the connection was not released to the Petitioner at the time issuance of the said circular and the application of the Petitioner was under consideration. The said circular duly applies to all the actions being undertaken by the Respondent for release of connection. Sales Circular D-21/2020 expressly stipulates at Clause (I) point (l) that even in cases where a temporary connection had been granted to a developer for construction prior to the issuance of the Circular, such developer shall nonetheless be required to submit and obtain approval of an EP in terms thereof. The relevant clause has been reproduced below:

“(I) Temporary connection:

“(l) Further, where the projects which developer is constructing taking temporary connection before the issuance of this sales circular, without submission and approval of electrification plan, a 15 day's notice of disconnection of temporary connection be given to all such developers, by which, the developer shall be called upon to submit application for

electrification plan for creation of requisite electrical infrastructure with valid documents i.e. valid license, lay out plan, undertakings etc. The Developer shall be required to submit BG within 30 days of the approval of electrification plan. Where the developer does not submit the application for approval of electrification plan with requisite documents, the existing temporary connection shall be disconnected till the submission of application for electrification plan with valid documents.” Thus, even on the Petitioner’s own showing, its Application dated 26.02.2020 could not have been processed for a permanent connection without compliance with the above mandatory requirement. Accordingly, the contention of the Petitioner that Sales Circular D-21/2020 does not apply to it stands entirely negated.

4.24 That the Petitioner, in an attempt to allege wrongful conduct on the part of the Respondent for requiring approval of the EP for the complete scheme in relation to its present Project, has contended that both its earlier Project and the present Project were developed under separate DTCP licenses. The Petitioner has further asserted that the earlier Project was completed in 2003 and handed over to the Resident Welfare Association, and at that time, there was no requirement of obtaining approval of any EP. The Petitioner also claims that since the earlier Project has been enjoying sanctioned electricity connections for more than 17 years, it stands “completed and closed,” and therefore the Respondent’s insistence on seeking approval for the entire scheme is misplaced.

4.25 That these submissions of the Petitioner as provided in the preceding paragraph are wholly misconceived and untenable. The reliance placed by the Respondent on Sales Circular D-21/2020 is firmly rooted in law, as the said Circular clearly stipulates that approval of the EP must be obtained for the complete scheme and cannot be confined to an individual licenses forming part of such scheme. The Petitioner’s contention that approval of the EP should be restricted only to the present Project, merely because it has a separate license from DTCP, is contrary to the express mandate of the governing regulatory framework. Moreover, the fact that the earlier Project of the Petitioner was executed at a time when no requirement of EP approval existed does not exempt the Petitioner from compliance with the prevailing framework. Sales Circular D-21/2020 does not draw any distinction between projects undertaken before or after the requirement of an EP came into force. It categorically provides that, for the grant of a connection to a colonizer/builder/developer, the EP must be approved for the entire scheme as per the sanctioned layout plan. Therefore, the submissions of the Petitioner to the contrary are baseless and devoid of legal merit. Thus, the Petitioner’s contention that the earlier Project has been enjoying sanctioned electricity connections is wholly immaterial to its present obligation. Such assertions cannot be relied upon to allege that the Respondent has wrongly or erroneously required approval of the EP for the complete scheme. The Petitioner has failed to place on record any law, regulation, or legal principle in support of its claim, and therefore its

allegations against the Respondent are misconceived, untenable, and are hereby denied.

4.26 That, as a matter of policy, the Respondent is also duty-bound to ensure the optimal utilization of land parcels and existing electrical infrastructure. If the contention of the Petitioner were to be accepted, it would result in sanctioning three separate connections for the Petitioner's projects, thereby leading to unnecessary allocation of additional land parcels and creating redundancy in the electrical infrastructure. With the growing population and ever-increasing demand of land and electricity, it is imperative that infrastructure is utilized in the most efficient and effective manner. Redundancy, duplication, and inefficiency in the use of public resources must be avoided, and the Respondent's approach is fully consistent with this larger public interest.

H. CHALLENGE TO NOTICE DATED 11.02.2025 IS AN AFTER THOUGHT AND BASED ON MIS-REPRESENTATION OF FACTS –

4.27 That the allegation of the Petitioner that the Respondent is attempting to coerce it by way of the alleged Impugned Notice dated 11.02.2025 is wholly misconceived and denied. At the very outset, it is pertinent to note that the said Impugned Notice, which forms the basis of the Petitioner's grievance and prayer for withdrawal, has not even been annexed with the Petition. In fact, the said notice has been preceded by a chain of correspondence, which also have not been referred to or placed on record by the Petitioner. A perusal of the factual background highlighted above evince that a notice has been issued for continuous violation of the approved EP. The Petitioner has not submitted any justification for not complying with the condition and has instead taken a U-turn after more than 3 years of the sanction of the EP while wrongly alleging that the condition of switching over of the load of the Petitioner's earlier Project is not in consonance with the regulations of the Hon'ble Commission.

4.28 That the allegations of the Petitioner conveniently ignore the fact that the EP for the present Project was duly approved on 03.06.2022 . Under the said approval, the Petitioner was categorically given the option either (i) to switch over the feeding source of its two existing single-point permanent connections for the earlier Project from the 66/11 kV sub-station to the newly created 33/11 kV infrastructure facility developed by the Petitioner, or (ii) to allow utilization of the surplus capacity at the said 33/11 kV facility (after release of the sanctioned 2579 kW load for the present Project) at the sole discretion of the Respondent.

4.29 That even after the approval of the EP, as noted in the preceding paragraph, the Petitioner failed to take steps in accordance with its stipulations and did not comply with the obligations arising therefrom. This prompted the Respondent, vide its notice dated 25.04.2024, to point out that even after eight months from the creation of the 33/11 kV electrical infrastructure, the Petitioner had done nothing. The Petitioner was specifically requested to switch over the load of its earlier Project to the newly created 33/11 kV infrastructure with the

understanding that the Petitioner was unwilling to provide surplus spare capacity at the said facility to the Respondent, the same would be utilized at the sole discretion and convenience of the Respondent. It is pertinent to note that even this notice was left unanswered by the Petitioner, despite the clear directions contained therein.

- 4.30 That It is submitted that the Petitioner has claimed to have reverted to the Respondent vide letter dated 05.04.2025, wherein it is alleged that the Petitioner stated that the Respondent had arbitrarily attempted to coerce the Petitioner into transferring the electrical load of its earlier Project to the 33/11 kV infrastructure developed for the present Project. However, this purported letter dated 05.04.2025 has also not been annexed or placed on record with the present Petition. In the absence of such a document, the assertions made by the Petitioner remain wholly unsubstantiated and amount to bald allegations. Unless and until the said letter is duly produced and proved on record, the receipt or existence of any such communication is specifically denied. Accordingly, it is clear that the Petitioner did not make any bona fide attempt to resolve the matter with the Respondent at the first instance and cannot now, belatedly, allege coercion without having discharged its own obligation of response.
- 4.31 That the conduct of the Petitioner clearly demonstrates not only its failure to comply with the approved EP and its disregard of the lawful directions issued by the Respondent, but also its deliberate suppression of material facts before this Hon'ble Commission. The Petitioner has, in the present Petition, sought to place reliance on several documents without actually annexing or placing them on record. In the absence of such supporting material, its assertions remain bald, unsubstantiated, and devoid of any evidentiary value. In these circumstances, the Petitioner's prayer seeking withdrawal of the alleged Impugned Notice dated 11.02.2025 is misconceived, untenable, and liable to be outrightly rejected.
- 4.32 That the allegation of the Petitioner that it has been "harassed" by the Respondent for several years is wholly misconceived, baseless, and devoid of merit. The Petitioner has neither explained nor substantiated the manner in which it has allegedly been harassed, nor has it placed on record any document or material in support of this bald assertion. If, as claimed, the Petitioner had been harassed in relation to the approval of the EP or on account of supply of voltage at the 33 kV level, then the Petitioner ought to have approached this Hon'ble Commission at the relevant time rather than remaining silent for more than three years. Further, no correspondence has been produced to demonstrate that the Petitioner had ever raised any such grievance with the Respondent.
- 4.33 That the record clearly reflects that it is the Petitioner who is in breach of its own undertakings and the governing legal framework. It is pertinent to note that in its own application for permanent connection dated 26.02.2020, the Petitioner expressly declared at Serial No. 9(b) that it would abide by all rules and regulations of the Nigam as well as this Hon'ble Commission. However, the present conduct of the

Petitioner is in direct violation of such undertaking. This position stands further fortified by the Respondent's letter dated 13.01.2022, wherein it was categorically recorded that, in view of the HERC Regulations and the instructions of the Nigam, the Petitioner was required to obtain approval of the EP for the entire scheme as sanctioned by DTCP, a requirement that the Petitioner has wilfully denied at this stage nearly after 5 years and that to without raising any challenge to the EP.

4.34 That the Petitioner has provided no valid legal justification for its refusal to obtain approval of the EP for the complete scheme, nor has it annexed any document evidencing such intent to deny compliance with the lawful requirement raised by the Respondent after the approval of the EP dated 03.06.2022 as per the applicable framework. In light of the express declaration made by the Petitioner in its Application that it would abide by all rules and regulations of the Nigam and this Hon'ble Commission, its subsequent conduct in outrightly denying the requirement of EP approval for the complete scheme is wholly contradictory and in violation of its own undertaking. Such conduct not only reflects the Petitioner's intent to avoid compliance with the governing legal framework, but also renders its application itself invalid, as an application premised on non-compliance with the applicable rules and regulations cannot be sustained in law.

<i>Category</i>	<i>System of Supply</i>
<i>Low Tension</i>	
<i>Contracted load upto 5 kW</i>	<i>Single phase at 230 V</i>
<i>Contracted load above 5 kW and up to 50 kW</i>	<i>3 Phase 4 wire at 400 V</i>
<i>High Tension</i>	
<i>Contracted load exceeding 50 KW and up to 5000 KVA</i>	<i>3 Phase at 11 kV</i>
<i>Contracted load exceeding 2000 kVA and up to 25000 kVA</i>	<i>3 Phase at 33 kV</i>
<i>Contracted load exceeding 5000 kVA and up to 75000 kVA</i>	<i>3 Phase at 66 kV</i>
<i>Contracted load exceeding 25000 kVA and upto 100000 kVA</i>	<i>3 Phase at 132 kV</i>
<i>Contracted load exceeding 75000 kVA and upto 320000 kVA</i>	<i>3 Phase at 220 kV</i>
<i>Contracted load exceeding 320000 kVA</i>	<i>3 Phase at 400 kV"</i>

I. RELEASE OF CONNECTION AT 33KV LEVEL IS CONSONANCE WITH THE REGULATIONS –

4.35 That the Petitioner has further alleged that the Respondent has violated Regulation 3.2.1 of the Supply Code, 2014, by contending that it is entitled to receive supply at 11 kV. This contention of the Petitioner is wholly incorrect and contradictory to Regulation 3.2.1. The EP of the Petitioner has been approved for ultimate load of

12110.24 kVA and sanctioned load of 2866 kVA. Considering the same, as per Regulation 3.2.1 of the Supply Code, 2014, the connection has been rightly released by the Respondent at 33/11kv level after considering the technical feasibility for release of such connection. For ease of reference, Regulation 3.2.1 of the Supply Code, 2014 is set out below:

“3.2.1 Supply shall generally be given at the following voltages on the basis of contractual load:

- 4.36 That it is pertinent here to mention that the Respondent vide letter dated 12.06.2021 had specifically asked the Petitioner to submit consent for voltage level of 33KV or 66KV for assessment of technical feasibility for release of connection. The Petitioner, vide its letter dated 29.12.2021 explicitly stated that they are ready to take connection at 33KV level. In light of the foregoing regulatory framework and the correspondence exchanged between the parties, it does not lie in the mouth of the Petitioner to now contend that the connection ought to have been given to them at 11KV level. Not only the Petitioner is estopped from raising such contentions by virtue of their own conduct but the release of connection at 33KV level after consideration of the technical feasibility is perfectly valid and legal. The Petitioner has failed to substantiate the basis on which it contends that supplying voltage at 33 kV is technically unfeasible. It is submitted that merely calculating the distance between the Project and the nearest 33 kV substation cannot be the sole criterion for determining technical feasibility. Moreover, the Petitioner's own statements regarding this distance are contradictory, alleging both 6 km (as per para 37) and 7.10 km (as per para 4 and elsewhere) in different parts of the Petition, which further undermines the credibility of its claim.
- 4.37 That it is further submitted that the voltage at which electricity is supplied by the Respondent, as the distribution licensee, is determined based on technical feasibility and various relevant factors. The Petitioner cannot insist on receiving electricity at a particular voltage as a matter of right. The final determination is not governed by the Petitioner's request, but is made in accordance with the technical assessment and the applicable legal framework, as entrusted to the Respondent in its capacity as the distribution licensee.
- 4.38 That the allegation of the Petitioner to state that its contracted load is only 2579kW is wholly misconceived and misleading. The EP, prepared and approved in accordance with the applicable legal framework and based on the ultimate load requirement of the entire scheme as per the sanctioned layout plan, clearly records the ultimate load of 10,899.22 kW or 12,110.24 kVA. As per Regulation 3.2.1 itself, such a load mandates supply at 33 kV or 66kV and not at 11 kV. The Petitioner's attempt to rely only on its individual contracted load for the present Project, while ignoring the ultimate load of the entire scheme, is contrary to both the EP and the governing regulations. Consequently, the contention that the Petitioner is entitled to supply at 11 kV is erroneous and stands denied.

4.39 That the Petitioner has also relied upon Regulation 3.2.2 of the Supply Code, 2014, as amended vide the HERC (Electricity Supply Code) Second Amendment Regulations, 2019 dated 08.01.2020, which deals with cases where supply is to be given at a voltage other than that specified under Regulation 3.2.1 of the Supply Code, 2014. However, yet again, the Petitioner has wrongly and misleadingly reproduced the said clause in its petition. The correct Regulation 3.2.2 of the Supply Code, 2014, as amended on 08.01.2020, is reproduced below for ready reference:

“3.2.2 In case where supply, depending upon the technical conditions of the transmission/ distribution system and / or the requirement of the consumer, has to be given at a voltage other than specified in Regulation 3.2.1/ approved plan, the licensee may accept the request of the applicant with the approval of the Commission.

Further, in case 33KV voltage level is not available in the area of supply than load above 5 MVA upto 8 MVA may be served through 11 KV feeder with appropriate type/ size of conductor. Provided, the difference of cost of 33 KV substation at the consumer end along with its connectivity from the distribution / transmission licensee’s substation including the bay and the actual cost of connection of 11 KV is borne by the consumer.

Provided further that, in case intermediate voltage level between 33 KV and 220 KV is not available in the area of supply of the licensee, the load upto 37.5 MVA may be served through 33 KV feeder with appropriate type/ size of conductor provided the difference of cost of substation as per Regulation 3.2.1 at the consumer end along with its connectivity from the distribution / transmission licensee’s substation including the bay and the actual cost of connection on 33 KV is borne by the consumer.”

4.40 That the verbatim Regulation relied upon by the Petitioner is substantially different from the actual Regulation reproduced above. The Petitioner has, in fact, repeatedly relied upon multiple instances of misquoting and incorrectly reproducing statutory provisions and regulations, thereby attempting to mislead this Hon’ble Commission as well as the parties to the present proceedings. Such conduct is highly improper, and the present petition deserves to be outrightly rejected with costs imposed upon the Petitioner for deliberately placing incorrect provisions on record. It is further pertinent to note that the incorrect Regulation relied upon by the Petitioner, purportedly under Regulation 3.2.1 of the Supply Code, 2014 as amended on 08.01.2020 and cited in paragraph 14 of the Petition, is wholly baseless. The Petitioner has failed to demonstrate or justify the applicability of the same to the present matter. On the contrary, as clearly provided under Regulation 3.2.1 of the Supply Code, 2014, the supply in the present case has to be effected at 33 kV or 66 kV, which was duly referred to by the Respondent. Therefore, the reliance placed on Regulation 3.2.2 of the Supply Code, 2014 does not arise at all, and the Petitioner’s assertions in this regard are misconceived, untenable, and liable to be rejected outright.

4.41 That it is further pertinent to note that the Petitioner, in its own communication dated 03.03.2022, has expressly admitted that considering the load requirement of its Project, the electricity supply is to be availed at the 33 kV. The relevant extract of the said letter (at Page 227 of the Petition, point v) is reproduced hereinbelow for ready reference:

“v. Thus, it is evident that so far as the 2579 KW of load requirement of Essel is concerned, the power supply can be availed either by way of 3 phase 11 KV system of supply or 3 phase at 33 KV level.”

In light of this categorical admission, the present claim of the Petitioner that supply could only be provided at 11 kV is not only factually and legally untenable but also self-contradictory. Accordingly, the Petitioner’s claim for refund is baseless, misleading, and deserves outright rejection.

J. ALLEGED DELAY IN PROCESSING OF APPLICATION FOR RELEASE OF CONNECTION IS INCORRECT –

4.42 That the Petitioner has further sought to rely upon Regulation 4.1 relating to the *“Licensee’s obligation to supply”* and Regulation 4.4 dealing with the *“Procedure for providing New Electricity Connection”* under the Supply Code, 2014, to allege that the Respondent was duty-bound to process its Application within the stipulated timelines prescribed therein. However, the Petitioner has failed to appreciate the complete legal framework applicable to the present matter and has merely cherry-picked certain provisions of the Supply Code, 2014, to project an alleged delay on the part of the Respondent. Such reliance is wholly misplaced and misleading. It is an admitted position on record that a temporary connection was provided to the Petitioner for its present Project, which continued until 13.01.2022. As per Regulation 4.5.2 of the Supply Code, 2014, an application for a permanent electricity connection can only be made once the project has been effectively completed and possession offered to prospective occupants. Further, the said Regulation stipulates that the temporary connection shall be removed within three months from the date of such effective completion/offer of possession.

4.43 That in the present case, the Petitioner has neither elaborated upon nor substantiated the date on which the project was effectively completed or when possession was actually offered to prospective occupants. As demonstrated in the preceding paragraphs, the project was not complete at the time when the application was submitted. Consequently, the Petitioner’s Application was ex facie premature, legally untenable, and in clear violation of Regulation 4.5.2 of the Supply Code, 2014.

4.44 That further, the Petitioner has deliberately failed to comply with Sales Circular D-21/2020, without assigning any valid legal justification for its non-compliance. As per the said Circular, approval of the EP for the complete scheme is mandatory. It is pertinent to note that Sales Circular D-21/2020 explicitly records that it has been issued in adherence to the extant regulations framed by the Hon’ble HERC, including the Supply Code, 2014 and the Duty to Supply Regulations

(Amendment), 2020. Accordingly, the Sales Circular must be read in conjunction with the Supply Code, 2014. The conduct of the Petitioner in relying selectively and incorrectly, on isolated provisions of the Supply Code, 2014 while conveniently ignoring the binding mandate of Sales Circular D-21/2020 is misleading and untenable. A combined reading of both the Supply Code, 2014 and Sales Circular D-21/2020 makes it clear that no connection can be granted to a colonizer/developer without approval of the EP for the entire scheme. In the present case, while the Petitioner applied for a permanent connection on 26.02.2020, however, the EP could only be approved on 03.06.2022 after receipt of requisite documents/clarification by the Petitioner, which has been elucidated in detail in the factual background above. Suffice to state that the timeline for release of connection has to be counted from the date of receipt of all requisite documents necessary for consideration of the application for release of connection. Consequently, the Petitioner's application for connection was premature and legally defective, being filed without compliance of the mandatory requirement of an approved EP.

- 4.45 That in view of the above, the Petitioner's application dated 26.02.2020 is itself incorrect, premature, and invalid in law. Hence, the Respondent cannot be said to be under any obligation to release electricity supply to the Petitioner under Regulation 4.1 of the Supply Code, 2014, since the Petitioner has not complied with the procedure and conditions prescribed under the Supply Code, 2014 and allied regulations. For ready reference, Regulation 4.1 of the Supply Code, 2014 has been reproduced verbatim below:

"4.1 Licensee's obligation to supply

4.1.1 The licensee shall, on an application by the owner or occupier of any premises located in his area of supply, give supply of electricity to such premises within the time specified in these Regulations, provided:-

(1) the supply of power is technically feasible. Where it is found not to be feasible, the licensee shall endeavor to improve feasibility at the earliest.

(2) the applicant has observed the procedure and conditions as specified in these Regulations.

- 4.46 That the Petitioner has further placed reliance on Regulation 3 of the Standards of Performance Regulations, 2020 to allege that the Respondent failed to adhere to the prescribed standards in relation to services concerning new connections sought by the Petitioner. It is further submitted that, as per Schedule-I, the said Regulations prescribe compensation payable by a Distribution Licensee in the event of a breach of timelines. However, the reliance placed by the Petitioner on these provisions is wholly misplaced and incorrect. The Standards of Performance Regulations, 2020 themselves clarify that, in matters relating to new or temporary connections, the procedure and timelines specified under the Supply Code, 2014 shall govern. This position is expressly set out under Regulation 4.1 of the Standards of Performance Regulations, 2020. The relevant provision is reproduced below for ready reference:

“4. Period for Giving Supply

4.1 New Connection/Additional Load/ Reduction in Load/Temporary Connection/Shifting of meters/ service lines/ Equipment

The Distribution Licensee shall follow the procedure and timelines specified under Electricity Supply Code, Regulations, 2014 including any amendments thereto in force from time to time for effecting services including new connection/additional load/reduction in load/temporary connection/Shifting of meters / service lines/Equipment.

- 4.47 That, as already submitted in the preceding paragraphs, the Respondent has not violated any timelines under the Supply Code, 2014 with respect to the Application filed by the Petitioner for a permanent electricity connection. This is for the reason that the said application itself was defective, being unsupported by the requisite documents and not in compliance with the procedure and regulations laid down under the Supply Code, 2014, as well as other applicable rules and circulars, including Sales Circular D-21/2020. In such circumstances, when the very application is invalid and contrary to law, the Respondent cannot be bound to grant any electricity connection to the Petitioner until it complies fully with the applicable legal framework. Accordingly, there is no breach of timelines attributable to the Respondent under the Supply Code, 2014. Consequently, the Respondent also cannot be held liable for any alleged violation of the Standards of Performance Regulations, 2020, and no question of payment of compensation to the Petitioner arises.
- 4.48 That the Petitioner has further sought to rely upon Regulation 4 of the Single Point Supply Regulations, 2020 to contend that every developer seeking a new connection for its group housing society is to be provided a single point supply by the Distribution Licensee at 11 kV or higher voltage. However, the reliance so placed by the Petitioner is vague and misconceived, as the Petitioner has not substantiated what legal or factual contention it seeks to advance on the basis of the said regulation. In any event, in the present matter, the Petitioner has already been sanctioned supply at 33 kV, which is strictly in accordance with the Single Point Supply Regulations, 2020. Therefore, in the absence of any clarity or substantiation of its reliance on the aforesaid provision, the assertion of the Petitioner is untenable and is accordingly denied.
- 4.49 That the reliance placed by the Petitioner on Section 43 of the Electricity Act, 2003 (“Act”) to contend that the Distribution Licensee is duty-bound to supply electricity within one month of an application being made by the owner or occupier of any premises is wholly misconceived and denied. The Petitioner has failed to acknowledge that its application dated 26.02.2020 is invalid, premature, and not in conformity with the applicable legal framework, as elaborated in the preceding paragraphs. A bare perusal of Section 43 itself makes it clear that the term “application” under this provision refers to an application that is complete in all respects as required by the Distribution Licensee. The relevant extract of Section 43 of the Act is reproduced below for ready reference:

“Section 43. (Duty to supply on request): --- (1) [Save as otherwise provided in this Act, every distribution] licensee, shall, on an application by the owner or occupier of any premises, give supply of electricity to such premises, within one month after receipt of the application requiring such supply:.....”

[Explanation.- For the purposes of this sub-section, “application” means the application complete in all respects in the appropriate form, as required by the distribution licensee, along with documents showing payment of necessary charges and other compliances.].....”

4.50 That in the present case, the Petitioners Application itself contains a declaration that it shall abide by all rules and regulations of the Nigam and this Hon’ble Commission. However, despite such declaration, the Petitioner has failed to comply with the applicable legal framework, including the requirement of obtaining approval of the EP for the complete scheme, as already discussed in detail in the preceding paragraphs. Accordingly, the said Application cannot be treated as “complete in all respects” within the meaning of Section 43 of the Act. Consequently, the Respondent was under no obligation to release a permanent electricity connection to the Petitioner. Thus, the reliance placed by the Petitioner on Section 43 of the Act is wholly misconceived, untenable, and denied.

4.51 That the allegation of the Petitioner regarding delay on the part of the Respondent in approving the EP for the Group Housing Society (“GHS”) in the project area is completely misconceived, baseless, and denied. At the very outset, it is submitted that the Petitioner never intended to comply with the applicable rules and regulations governing the present matter, and its conduct throughout reflects a disregard for the mandatory legal framework. Further, the letters and documents relied upon by the Petitioner fail to establish any factual foundation to demonstrate how the alleged delay can be attributed to the Respondent. In fact, the Petitioner has not placed on record the relevant correspondence with regard to approval of electrification plan, so as to build fabricated and wrongful contention regarding delay in approval. It is a settled principle that the onus to prove delay lies squarely upon the party making such an allegation, i.e., the Petitioner. In the present case, the Petitioner has miserably failed to discharge such burden.

4.52 That as already submitted in the preceding paragraphs, Regulation 4.5.2 of the Supply Code, 2014 clearly stipulates that a permanent connection can be availed only upon effective completion of the project and after possession has been offered to the prospective occupants. It was incumbent upon the Petitioner to substantiate, with documentary evidence, the actual date of completion of the project and grant of occupation certificate to establish the alleged delay, if any. Since it is the Petitioner who has raised this contention, the burden squarely lies upon it to prove the same. In any event, even in the best possible scenario, under Regulation 4.5.2 of the Supply Code, 2014, the Petitioner could have validly applied for a permanent connection only by 13.10.2021, and not earlier. The same also could only be

considered after the approval of electrification plan, which in the instant case was approved on 03.06.2022.

- 4.53 That it is further imperative to note that the Petitioner has wrongly alleged a delay of approximately two years on the part of the Respondent in granting approval of the EP, reckoning the same from the date of submission of its Application. This understanding of the Petitioner is wholly misconceived and legally untenable. As per Sales Circular D-21/2020, the approval of the EP for the entire scheme is a mandatory precondition before any developer can seek either a temporary or a permanent electricity connection. The relevant clauses reflecting this mandate have already been reproduced in the proceeding paragraphs and are not being repeated here for the sake of brevity. Accordingly, the approval of the EP being a statutory prerequisite, the Application submitted by the Petitioner without such approval was invalid, premature, and non-maintainable in law. Hence, no delay can be attributed to the Respondent, as the Petitioner's very Application itself was defective and contrary to the applicable legal framework.
- 4.54 That the alleged delay in the approval of the EP is solely attributable to the conduct of the Petitioner. The Petitioner, by its own actions and omissions, has failed to comply with the applicable legal framework and procedural requirements. Such conduct, as discussed in detail in the subsequent paragraphs, clearly demonstrates that no delay can be fastened upon the Respondent.
- 4.55 That the Petitioner has stated, in paragraph 26 of its Petition, that after submission of its Application, the Respondent had sought certain documents as per its internal procedure vide letter dated 06.03.2020. However, despite such requisition, the Petitioner has failed to place on record any letter or document substantiating when, if at all, these documents were actually furnished to the Respondent. The Petitioner has merely relied upon its subsequent letter dated 18.03.2020. A bare perusal of the said letter reveals that it does not evidence submission of any of the documents sought by the Respondent. Rather, it only clarifies that the address mentioned in the Application was erroneous and provides the corrected address. Therefore, the Petitioner has not demonstrated compliance with the Respondent's requisition for documents.
- 4.56 That in these circumstances, the Petitioner is wholly unjustified in alleging any delay on the part of the Respondent. On the contrary, the delay, if any, is attributable to the Petitioner itself, which has failed to substantiate even its own case with proper material. It is a settled principle of law that the burden of proof lies upon the party making an allegation. Hence, the burden lies squarely on the Petitioner to prove when and how the documents requisitioned by the Respondent were supplied. In the absence of such proof, no delay can be attributed to the Respondent, and the responsibility lies entirely with the Petitioner.
- 4.57 That it is further imperative to note that the conduct of the Petitioner itself demonstrates its lack of intent to obtain approval of the EP for

the complete scheme. This fact is evident from the Minutes of Meeting held on 03.11.2020 under the Chairmanship of the Director (Operations) for reviewing the status of pending load sanctions with respect to GGN-II Circle. In the said meeting, it was specifically observed that the representative of the Petitioner was categorically informed and made to understand that approval of the EP for the complete scheme was a mandatory prerequisite for being granted an electricity connection. However, the conduct of the Petitioner reflected its unwillingness to seek such approval for the complete scheme. The Minutes of Meeting dated 03.11.2020 is appended.

- 4.58 That vide letter dated 13.01.2022 issued by the Respondent, the Petitioner was duly informed that the complete scheme of the Petitioner comprised an area measuring 43.56 acres as verified from the official website of DTCP, Haryana, instead of 36.51875 acres as per the DTCP-approved layout plan earlier submitted by the Petitioner. This discrepancy was repeatedly raised by the Respondent at various points in time. The relevant extract of Annexure P-7 has been reproduced below for ready reference:

“A copy of the above is also being forwarded to M/s Essel Housing Projects Pvt. Ltd. for their information of the matter.

Further to the above, please be informed that as per the details verified from the DTCP Haryana official website (Copy of screenshot of DTCP website attached herewith), it has been observed that the complete scheme comprises of area measuring 43.56 acres instead of 36.51875 acres as per the DTCP approved layout plan earlier submitted by builder/developer and for which the Ultimate load of the scheme has been assessed as 10.7MW or 11.922MVA. (excluding common load). However, ultimate load for 43.56 acres can be assessed only after the facilitation of the DTCP approved layout plan of area measuring 43.56 acres by M/s Essel Housing Projects Pvt. Ltd.

As such, you are therefore requested to provide the DTCP approved layout plan of complete scheme of area measuring 43.56 acres along with the complete details of the licenses within seven days of issue of this letter to SE OP Circle-II DHBVN Gurugram and to this office so that the Ultimate Load of the complete scheme can further be assessed.”

- 4.59 That despite this clear stipulation, the Petitioner chose to respond only belatedly by submitting an Affidavit-cum-Undertaking dated 19.05.2022, nearly four months after the Respondent's letter dated 13.01.2022. This affidavit was filed merely to justify and reconcile the land area discrepancy as per the DTCP-approved plan. Moreover, from a perusal of the entire record placed by the Petitioner, it is evident that not a single document has been produced to demonstrate that any delay was attributable to the Respondent in approving the EP. On the contrary, the Petitioner has also failed to submit any material substantiating that it had duly complied with the requisite procedure or furnished all necessary documents in a timely manner for securing such approval.

- 4.60 That the allegation of the Petitioner that the Respondent took two years to approve the EP after the submission of the Application is

wholly misconceived and incorrect. The Petitioner has wrongly equated the approval of the EP with the submission of an application for grant of electricity connection, whereas both are distinct and independent requirements. The EP is a prerequisite for seeking an electricity connection, whereas the application for a connection is not a prerequisite for approval of the EP. Thus, the logic advanced by the Petitioner in computing the alleged delay from the date of submission of its application until the approval of the EP is erroneous and untenable. As already demonstrated in the preceding paragraphs, the delay in approval of the EP arose solely due to the failure and deliberate intent of the Petitioner in not securing approval of the EP for the complete scheme in accordance with the applicable legal framework. The record clearly establishes that while the Petitioner seeks to impute delay to the Respondent, in reality, it was the conduct of the Petitioner itself which was the direct cause of the delay.

K. ELECTRIFICATION PLAN HAS BEEN APPROVED IN CONSONANCE WITH THE REGULATORY FRAMEWORK -

- 4.61 That the Petitioner has further alleged that the EP approved by the Respondent is incorrect and has wrongly directed the Petitioner to construct electrical infrastructure for 12 MVA power at 33/11 kV level to be fed from the proposed 33 kV feeder. However, this allegation is wholly misconceived and is denied for multiple reasons.
- 4.62 That it is submitted that the EP was duly approved by the Respondent strictly in accordance with the applicable regulatory framework. The burden lies upon the Petitioner to demonstrate how the said EP is contrary to law or arbitrary in nature. However, the Petitioner has failed to discharge this burden and has not cited or relied upon any specific provision, regulation, or legal principle to substantiate its claim. In the absence of any cogent legal reasoning or supporting material, the allegations of the Petitioner are bald, unsubstantiated, and devoid of merit, and therefore deserve to be outrightly rejected. Accordingly, the EP, having attained finality, continues to remain valid, binding, and enforceable.
- 4.63 That the Petitioner has further alleged that it is entitled to a refund of an amount of ₹3,87,21,857/- allegedly incurred towards the construction of excess 33 kV infrastructure beyond the sanctioned load of the Project. This allegation is wholly misconceived, as it proceeds on the incorrect assumption that the Respondent arbitrarily required the Petitioner to construct 33 kV electrical infrastructure in place of 11 kV supply. The said assumption is patently wrong and denied. As has already been discussed in the preceding paragraphs, Regulation 3.2.1 of the Supply Code, 2014 clearly stipulates that load between 2000kVA kW to 5000 kVA may be supplied at either 11 kV or 33 kV, depending on technical considerations. In the present case, the load requirement of the Petitioner's Project stands at 2579 kW or 2866 kVA, which squarely falls within the category where supply at 33 kV is legally tenable. Hence, the Respondent's direction requiring supply at 33 kV is not arbitrary but in strict conformity with the governing legal framework.

- 4.64 That the allegation of the Petitioner seeking a refund of ₹3,87,21,857/- , allegedly incurred towards creation of electrical infrastructure as per the EP approved for the complete scheme, is wholly misconceived and denied. At the very outset, the Petitioner has failed to furnish any breakup or documentary substantiation of the said amount. In the absence of any valid elaboration as to how the figure of ₹3,87,21,857/- has been computed, the said claim is vague, unsubstantiated, and liable to be rejected outright. Without prejudice to the above, even otherwise, the contention of the Petitioner is untenable in law. The Petitioner has failed to demonstrate or establish through any legal provision, rule, or regulation as to how the EP approved by the Respondent was violative of the applicable legal framework. Instead, the Petitioner has relied upon incorrect and misapplied provisions to allege that the approved EP was bad in law, without substantiating the same with any cogent legal reasoning or authority.
- 4.65 That furthermore, assuming without admitting that the Petitioner genuinely believed that the EP was erroneous or arbitrary, the appropriate recourse would have been to challenge the same immediately upon its approval on 03.06.2022. However, the Petitioner chose to raise this challenge only after a lapse of nearly three years on 20.04.2025 and only after having executed the required electrical infrastructure under the approved plan. Such conduct clearly reflects that the Petitioner was well aware that the EP was validly approved in accordance with law, but was unwilling to bear the cost of creating the additional infrastructure mandated therein. This further demonstrates that the present claim is an afterthought, intended merely to avoid financial liability, and is therefore devoid of merit.
- 4.66 That the allegation of the Petitioner seeking withdrawal of the Impugned Notice dated 11.02.2025, whereby the Petitioner was directed to switch over the existing connection of its earlier Project to the newly created 33/11 kV electrical infrastructure, is wholly misconceived and incorrect. The EP itself provided an option either for (i) the Petitioner to shift the load of its earlier Project to the 33/11 kV infrastructure, or (ii) in the alternative, to permit the Respondent to utilize the spare capacity available in the said infrastructure. It is significant to note that the Petitioner has not placed on record any document to demonstrate that it exercised this option, notified the Respondent of its decision, or expressed any grievance with respect to the EP after its approval. No letter, representation, or objection has been produced to suggest that the Petitioner was ever aggrieved by the approved EP at the relevant time. Accordingly, the belated contention that the Petitioner was coerced by the Respondent to shift its load is not only factually unfounded but also legally untenable. The Petitioner's silence and failure to challenge the EP earlier clearly indicate its acquiescence. The present allegation is, therefore, misconceived, contrary to the record, and denied in toto.
- 4.67 That the contention of the Petitioner alleging that the Respondent has unjustly enriched itself by stipulating that, in the event the Petitioner fails to switch the load of its earlier Project to the newly developed

33/11 kV electrical infrastructure, the spare capacity would be utilized by the Respondent, is wholly untenable and misconceived. The intent of the Respondent, in stipulating that such spare capacity may be utilized for other consumers, is to ensure optimum and efficient utilization of the electrical infrastructure, in line with the principle that electricity is a public good, to be supplied efficiently and at affordable rates. Allowing spare capacity to remain unused would be contrary to public interest and result in wasteful deployment of resources. It is further submitted that the Petitioner has failed to demonstrate or even indicate under what provision of law the Respondent is prohibited from such an arrangement. Since the EP has been approved for the entire scheme as per the prevailing conditions, it is imperative that the electrical infrastructure so created under the plan shall be optimally utilised for all the projects under the scheme. Consequently, the existing electrical infrastructure for the earlier project of the Petitioner ought to be utilised for managing the supply of other consumers. In view thereof, it is incorrect to allege that the Respondent would be unjustly enriched with the switching over of the load.

4.68 That the allegation of the Petitioner that it was compelled to invest in electrical infrastructure pursuant to the approved EP, which allegedly does not serve its load and instead benefits the Respondent, is wholly misconceived and denied. The Petitioner's contention that no authority can enrich itself at the expense of another by misapplying its powers, and its reliance on the judgment in *Mrs. Kailash Suneja v. Appropriate Authority & Ors.*, is equally untenable. It is submitted that the Petitioner was never compelled to create electrical infrastructure that would not serve its purpose. The EP has to be approved for the entire scheme and creation of the electrical infrastructure for all such projects under the scheme is the obligation of the developer. Reliance placed on *Mrs. Kailash Suneja (supra)* is wholly misplaced. The said judgment dealt with the principle that public authorities must not act arbitrarily in the absence of proper guidelines, The facts and ratio decidendi of that case have no bearing on the present matter, where the Respondent has acted strictly in accordance with the governing legal framework, including the applicable Regulations and Sales Circulars. On the contrary, it is the Petitioner who has sought to act arbitrarily by disregarding the mandatory framework and misapplying Regulations to allege fault on the part of the Respondent. Accordingly, the contention of the Petitioner, as well as the reliance on *Mrs. Kailash Suneja (supra)*, are baseless, irrelevant, and denied in toto.

4.69 That the allegation of the Petitioner that switching the load of its earlier Project to be fed through the 33 kV infrastructure created for its present Project would result in a loss of ₹67,00,000/- is wholly misconceived and denied. The Petitioner has once again failed to substantiate this figure, as no document, breakup, or supporting material demonstrating how this amount has been computed has been placed on record. These are mere bald assertions, devoid of any

evidentiary backing, and are liable to be rejected outright. Furthermore, the reliance placed by the Petitioner to contend that Sales Circular D-21/2020 is invalid on the ground that it applies only to temporary connections is also erroneous. The said Circular is applicable to both temporary and permanent connections. It is further pertinent to note that the Petitioner was already availing a temporary connection, and under the applicable framework, even a temporary connection could only be granted upon submission of a valid EP, in terms of Sales Circular D-21/2020 as well as the Supply Code, 2014, as discussed in the preceding paragraphs.

4.70 That in any event, a permanent connection could only have been sanctioned once the Project was completed and possession offered to prospective occupants. Thus, as already demonstrated, the Application submitted by the Petitioner was itself invalid in law at the time of submission. The further contention of the Petitioner that Sales Circular D-21/2020 cannot override the Supply Code, 2014 is also misconceived, since the Circular expressly states that it has been issued in conformity with and pursuant to the existing regulatory framework, including the Supply Code, 2014. Admittedly, there is no relief sought with respect to validity and legality of the Sales Circular. There being no challenge to the same, the same squarely applies to all the developers seeking release of temporary and permanent connections. Accordingly, the Petitioner's allegations regarding the alleged financial loss and the applicability of the Sales Circular are unfounded, misconceived, and deserve outright rejection.

4.71 That in light of the mandate of the aforesaid legal position and the submissions advanced hereinabove, the present Petition is liable to be dismissed as being untenable and devoid of any merit. The synopsis provided in the Petition is specifically denied, and the list of dates and events, being a matter of verification, is also denied at this stage. The Respondent, however, proceeds to make a para-wise reply hereunder and respectfully prays that the same be considered in light of the foregoing submissions.

PARA-WISE REPLY:

1. That the contents of paragraph 1 are wrong, misleading, and hence denied. The Petitioner has alleged that the EP sanctioned by the Respondent dated 13.01.2022 and the Impugned Notice dated 11.02.2025 are arbitrary and illegal. At the very outset, it is submitted that the Petitioner has incorrectly stated the date of approval of the EP as 13.01.2022, whereas its own record (Annexure P-10) reflects the date as 03.06.2022. In any event, the challenge to the EP is ex facie time-barred under the Limitation Act, as more than three years have elapsed since the date when the Petitioner was informed about the requirement to obtain approval of the EP for the complete scheme, and the Petitioner never challenged the approval before the Respondent during this entire period. It is further submitted that the rules and regulations relied upon by the Petitioner are either incorrectly cited, misleading, or wholly irrelevant, and in no manner demonstrate any violation by the Respondent. As regards the allegation concerning the

Impugned Notice dated 11.02.2025, the Petitioner has placed no material on record to substantiate its claim. Even *arguendo*, if reliance is placed on the contents thereof, the same is strictly in line with the EP, and the Petitioner has failed to show how the said notice is arbitrary or unlawful. These contentions have already been addressed in detail in the Preliminary Objections and are not repeated here for the sake of brevity.

2. That the contents of paragraph 2 are mere bald assertions which are wrong, misleading, vague, and hence denied. The Petitioner has failed to demonstrate, in law, how the Respondent has acted in violation of any rules or regulations. Furthermore, the allegation that the Petitioner was not supplied power at the 11 kV level, as requested, is factually incorrect and is specifically denied. Regulation 3.2.1 of the Supply Code, 2014, relied upon by the Petitioner itself, though incorrectly interpreted—clearly provides that the entitlement of the Petitioner was to take supply at 33 kV, as correctly reproduced in Annexure P-1. It is further submitted that, by its own representation dated 29.12.2021 (Annexure R-8), the Petitioner expressly agreed to avail supply at 33 kV for its project at Sector-57, Gurugram. Accordingly, the present contention that supply be provided from the Sector-44 substation is contrary to the Petitioner's own representation and consent, and is therefore untenable and denied. Hence, the present claim of entitlement to supply at 11 kV is wholly arbitrary, contrary to law, and contradictory to the Petitioner's own express undertaking. These aspects have already been addressed in detail in the Preliminary Submissions/Objections and are not being reiterated herein for the sake of brevity.
3. That the contents of paragraph 3 of the Petition are misleading, vague, incorrect, and are hereby denied in toto. The Petitioner has alleged that the Respondent, vide its letter dated 13.01.2022, wrongly suggested that the earlier and present Project of the Petitioner are connected and form part of the same "scheme," and that reliance placed by the Respondent on Sales Circular D-21/2020 is erroneous. The said allegation is baseless and untenable. A bare perusal of the aforesaid letter (Annexure P-7) demonstrates that it makes no reference whatsoever to any "scheme" allegedly connecting the earlier and present Project of the Petitioner. On the contrary, the said letter does make reference to Sales Circular D-21/2020. Accordingly, the reliance placed by the Petitioner on the said letter to advance such allegations is misconceived and is specifically denied. Regardless of the same, it is a matter of record, evident from the DTCP licenses that both the projects of the Petitioner are covered under a single scheme. In view thereof, the EP has been rightly approved for the entire scheme, which is not under challenge. These issues already stand addressed in detail in the Preliminary Submissions and Objections above, and are not being repeated here for the sake of brevity.
4. That the contents of paragraph 4 of the Petition are incorrect, misconceived, and are specifically denied. The reliance placed by the Petitioner on its letter dated 03.03.2022 to contend compliance with

all regulatory provisions is wholly misplaced. Under the applicable legal framework, the Petitioner was mandatorily required to obtain approval of the EP for the entire scheme, which it deliberately avoided, as is evident from the record. The allegation that the Respondent arbitrarily or illegally delayed the release of connection is baseless. The Petitioner's request was not in conformity with law, being unsupported by a valid EP. Further, the Petitioner itself took considerable time to rectify material discrepancies in its application, including, inter alia, reverting to the clarifications and documents sought by the Respondent vide letter dated 06.03.2020 (Annexure P-5). No response has been placed on record as to when the said documents/clarifications were provided. The factual background, however, has been elucidated in detail by the Respondent hereinabove, which evince that the Petitioner delayed providing the requisite documents. Additionally, there existed a mismatch between the total area reflected in the Petitioner's DTCP layout plan and the area for which the EP was sought. This discrepancy was rectified only after a lapse of nearly four months, and that too by way of an affidavit. The Petitioner's failure to adhere to the mandatory legal framework, coupled with its delay in providing the requisite documents sought by the Respondent for sanction of the EP, is evident from the Factual Conspectus set out in this Reply. Accordingly, any delay in the release of the electricity connection, if at all, stands solely attributable to the Petitioner's own lapses and non-compliance, and not to any act or omission on the part of the Respondent. Furthermore, the Petitioner's contention that it was entitled to supply at 11kV is wholly erroneous and contrary to law as well as to its own declaration. The Respondent, in not extending supply at 11kV, has acted strictly in accordance with the governing legal provisions. In view of the above, all allegations contained in the said paragraph are denied in toto. The issues raised stand already elaborated in the Preliminary Objections/Submissions, and are not being reproduced herein for the sake of brevity.

5. That the contents of paragraph 5 are misleading, incorrect, and denied. The Petitioner's allegation that neighbouring residential societies were provided supply at 11kV is wholly unsubstantiated, as no documents or details have been produced to establish whether those projects were comparable in nature, load requirement, or timelines with respect to the applicable legal framework. Such vague comparisons are arbitrary and baseless. The Respondent has acted strictly in accordance with law, which is uniform for all, and no partiality can be alleged without proof. Supply has been extended strictly as per the governing framework. Similarly, the allegation that the Respondent has wrongly connected the earlier Project of the Petitioner with the present one is misconceived. Sales Circular D-21/2020 explicitly requires EP approval for the *entire scheme* and not on the basis of individual licenses. The fact that the earlier Project was completed in 2003 or handed over to the RWA is irrelevant in the face of this binding requirement. The Petitioner's challenge to the Sales Circular is equally baseless, as no law or evidence has been placed on

record to discredit its validity. The burden of proof lies on the Petitioner, and its failure to substantiate renders the Circular binding and applicable. Its further claim of entitlement to supply at 11kV under its application dated 26.02.2020 is also misconceived, as the application itself contains no such reference. Lastly, the allegation that delay in handing over possession of flats was due to the Respondent is false. The delay arose solely from the Petitioner's own non-compliance with the legal framework and its failure to timely submit requisite documents. All allegations in the said paragraph are therefore denied. The issues raised have already been addressed in the Preliminary Objections/Submissions and are not being repeated herein for the sake of brevity.

6. That the contents of paragraph 6 are wrong, incorrect, and denied. The Petitioner has sought to place reliance on an impugned notice dated 11.02.2025, which has not even been placed on record. A perusal of the factual background highlighted above evince that a notice has been issued for continuous violation of the approved EP. The Petitioner has not submitted any justification for not complying with the condition and has instead taken a U-turn after more than 3 years of the sanction of the EP while wrongly alleging that the condition of switching over of the load of the Petitioner's earlier Project is not in consonance with the regulations of the Hon'ble Commission. Without prejudice, and even assuming, without admitting, that the Petitioner's assertions are considered, it is denied that the Respondent was coerced to act in any manner as the Respondent has acted only as per the applicable rules and regulations. The EP itself provided the Petitioner with the option not to shift its load from the existing substations at Sector-44, Gurgaon to the 33/11 kV electrical infrastructure. However, the Petitioner chose to remain silent and failed to notify the Respondent regarding its intended course of action under the EP. The said issue already stands duly dealt with in the Preliminary Objections/Submissions of this Reply and is not being reiterated herein for the sake of brevity.
7. That the contents of paragraph 7 are wrong, incorrect, and denied. The Petitioner has sought to rely upon a letter dated 05.04.2025, purportedly addressed to the Respondent, alleging that the Respondent attempted to coerce it into transferring the electric load of its earlier Project to the newly developed 33/11 kV electrical infrastructure. These allegations are wholly baseless, misconceived, and misleading, particularly since the Petitioner has failed to place the said letter dated 05.04.2025 on record. In the absence of such a document, all assertions made by the Petitioner on the basis thereof are liable to be outrightly rejected at the threshold. It is further submitted that the Petitioner's allegation regarding its request for 11 kV supply is untenable. The Respondent duly acted in accordance with the applicable law, and the Petitioner itself had expressly consented to be supplied power at 33 kV. The Petitioner's challenge to the sanction of the EP is also misconceived, as the EP was duly approved in compliance with the prevailing legal framework. The Petitioner has

failed to provide any valid legal justification as to why Sales Circular D-21/2020, under which the EP was considered for the entire scheme, would not be applicable. The allegation of coercion in relation to the EP is specifically denied, as the EP was sanctioned strictly in accordance with law and established regulatory procedures. All allegations raised by the Petitioner in this regard already stand fully dealt with in the Preliminary Objections/Submissions of this Reply and are not being repeated herein for the sake of brevity.

8. That the contents of paragraph 8 are wrong, incorrect, and denied. The Petitioner has once again failed to substantiate its claims. It is wholly misconceived on the part of the Petitioner to allege harassment when the Respondent has acted strictly in accordance with the applicable legal framework. The Petitioner has vaguely alleged that the alleged harassment continued for several years, without disclosing any specific timeframe or indicating when such harassment allegedly commenced. Furthermore, the Petitioner has not placed on record any document post approval of the EP to support or justify its allegations of harassment. In any event, the present Petition is clearly barred by limitation. Hence, the claims of harassment are false, frivolous, and untenable. Furthermore, the factual background given by the Petitioner is mis-projected and incomplete. A perusal of the entire chain of events referred in the instant reply reveals that it is the Petitioner, who delayed compliance to legal framework necessary for the grant of connection. The allegations made by the Petitioner are specifically denied and stand adequately dealt with in the Preliminary Objections/Submissions, which are not being reproduced here for the sake of brevity.
9. That the contents of paragraphs 9 and 11 are denied and are a matter of verification at this stage. The contents of paragraph 10 are a matter of record.
12. That the contents of paragraph 12, as projected, are wrong, incorrect and hence, denied. Admittedly, no relief has been sought with regard to electrification plan, which was sanctioned way back in May, 2022. As such, the relief sought for the setting aside of the impugned notice is not sustainable.
13. That the contents of paragraph 13 are wrong, misleading, and hence denied. The Petitioner's reliance on Regulation 3.2.1 of the Supply Code, 2014 to contend that load between 50 kW and 500 kVA is to be supplied at 11 kV is misconceived and misleading. As per Sales Circular D-21/2020, approval of the EP is required for the *complete scheme* and not on the basis of individual licenses. Under the complete scheme, the ultimate load works out to 10,899.22 kW (12,110.24 kVA). Accordingly, under Regulation 3.2.1 of the Supply Code, 2014, the Petitioner is liable to be supplied at 33 kV or 66 kV. The Respondent, vide communication dated 12.06.2021 (Annexure R-7), sought confirmation from the Petitioner regarding the supply voltage, and the Petitioner, by its own representation dated 29.12.2021 (Annexure R-8), expressly agreed to avail supply at 33 kV. Even if the sanctioned load of the present Project alone is considered, i.e., 2,579 kW (2,866

kVA), the Respondent has rightly sanctioned supply at 33 kV, strictly in accordance with the Supply Code, 2014. Thus, the allegations made in paragraph 13 stand specifically denied, having already been dealt with in detail in the Preliminary Objections/ Submissions, which are not being reiterated here for the sake of brevity.

14. That the contents of paragraph 14 are misleading, erroneous, and are specifically denied. The reliance placed by the Petitioner on Regulation 3.2.2 of the Supply Code, 2014, is wholly misconceived and immaterial in the present case. Further, the verbatim clause reproduced by the Petitioner in this para is neither correct nor authentic, and the same has been amended with subsequent notification. Without prejudice, it is submitted that the reliance placed thereon is erroneous, as the said clause was applicable only in situations where the voltage level to be supplied is not specified under Regulation 3.2.1 of the Supply Code, 2014. In the instant case, Regulation 3.2.1 itself clearly provides the voltage level at which electricity is to be supplied, and therefore reliance on Regulation 3.2.2 is wholly irrelevant. The onus lies on the Petitioner to justify such reliance, which it has failed to do. The allegations made in para 14 are, therefore, denied in toto, the same having already been dealt with in detail in the Preliminary Objections/Submissions, which are not being reproduced herein for the sake of brevity.
15. That the contents of paragraph 15 of the petition are wrong, misleading, and hence denied. It is submitted that the Petitioner has incorrectly mentioned the date of its application as 20.06.2020, whereas the application relied upon by the Petitioner itself, annexed as Annexure P-2, is dated 26.02.2020. The supply of electricity is to be effected strictly in accordance with the applicable rules and regulations, and not at the unilateral request of the Petitioner. The Petitioner has no right to mandate the Respondent to supply electricity at any particular voltage or from any specific sub-station, as such matters fall exclusively within the domain of the Respondent, to be determined as per its internal procedures and the governing legal framework. Hence, the contents of this para are denied in toto.
16. That the contents of paragraph 16 are a matter of record. It is submitted that reliance has been placed by the Petitioner on Regulation 4.1 of the Supply Code, 2014; however, the Petitioner has failed to substantiate or demonstrate the applicability of the said Regulation, nor has any specific ground been alleged in support of such reliance.
17. That the contents of paragraph 17 are a matter of record.
18. That the contents of paragraphs 18–19 of the petition, as projected, are wrong, misleading, and hence denied. The reliance placed by the Petitioner on Regulation 4.4, and in particular Regulation 4.4.7 of the Supply Code, 2014, is wholly misconceived. It is submitted that the Petitioner has failed to appreciate that its application was itself defective, invalid, and premature. Consequently, the question of applicability of the Supply Code, 2014 or any other rules/regulations relied upon by the Petitioner in relation to alleged delay does not arise

in the first place. The Petitioner was duty bound to comply with all applicable rules and regulations not only by virtue of the explicit declaration made in the Application itself, but also by operation of Regulation 4.1(2) of the Supply Code, 2014. In the present case, the Petitioner failed to provide requisite documents for approval of the EP for the complete scheme at the time of applying for connection and also took an unreasonable amount of time to respond to the clarifications and documents sought by the Respondent. Further, despite having expressly consented to supply at 33 kV, the Petitioner persisted in seeking supply at 11 kV, which not only created confusion but was also impermissible under the EP sanctioned in terms of the applicable legal framework. Accordingly, the allegations of delay or non-compliance on the part of the Respondent are baseless and denied in toto, as the Application submitted by the Petitioner itself was invalid and defective. This issue has already been addressed in detail in the preliminary objections/submissions and is not being reiterated herein for the sake of brevity.

20. That the contents of paragraph 20 of the petition are misleading and are specifically denied. The Petitioner has failed to substantiate how the Standards of Performance Regulations, 2020 are at all applicable in the present case, or in what manner the Respondent has allegedly failed to comply with them. No material, substantiation, or evidence has been placed on record to establish any violation of the said Regulations by the Respondent. Without prejudice, it is respectfully submitted that even *arguendo* the provisions relating to new connections under Regulation 4.1 of the Standards of Performance Regulations, 2020 are to be governed strictly in accordance with the procedure and timelines prescribed under the Supply Code, 2014. In the present case, the application submitted by the Petitioner is itself invalid and defective under the Supply Code, 2014. Consequently, the question of any delay in its processing does not arise. Thus, the reliance placed by the Petitioner on the Standards of Performance Regulations, 2020 is wholly misconceived, as the foundational requirement of compliance with the Supply Code, 2014 was not met by the Petitioner, and therefore, the applicability of the said Regulations does not arise at all.
21. That the contents of para 21 are misleading, incorrect, and hence denied. It is submitted that the said Regulation is not applicable in the present matter, as the application of the Petitioner was never processed by the Respondent till the sanction of the EP for the present Project dated 03.06.2022. Consequently, the application submitted was incomplete, improper, and invalid. The Petitioner has further erred in relying upon the Standards of Performance Regulations, 2020, Schedule I, to allege that any delay by the Respondent in processing an application for a new connection attracts a penalty of Rs. 200 per day. This interpretation is misconceived and contrary to the said Schedule. A plain reading of Schedule I makes it abundantly clear that the requirement is to conduct inspection of the applicant's premises within 7 days from the receipt of a complete application. Only

thereafter can any liability of penalty arise. In the present case, since the Petitioner's application was incomplete and invalid, the Respondent was under no obligation to process the same or to adhere to the said timeline. Accordingly, the reliance placed by the Petitioner on the Standards of Performance Regulations, 2020, is wholly misplaced, misconceived, and liable to be outrightly rejected.

22. That the contents of paragraph 22 of the petition are misleading, vague, and hence denied. The Petitioner has sought to rely on Regulation 4 of the Single Point Regulations, 2020 to allege that it is entitled to a single point supply at 11 kV or higher voltage. However, the Petitioner has failed to demonstrate the basis of such reliance, the purpose it seeks to serve, or the manner in which the said regulation is applicable to the facts of the present case. In the absence of any substantiation by the Petitioner, reliance on the aforesaid regulation is misconceived and is specifically denied.
23. That the contents of paragraph 23 of the petition are misleading, erroneous, and hence denied. The reliance placed by the Petitioner on the Electricity Act is wholly misconceived in the present facts and circumstances. As provided in the Explanation to Section 43 of the Act, an '*application*' must be complete in all respects and in the prescribed form. In the present matter, as already stated in the Preliminary Objections/Submissions, the Petitioner's application was itself defective and invalid. Consequently, Section 43 of the Act has no application to the facts of this case, and the reliance placed thereon by the Petitioner is untenable and specifically denied.
24. That the contents of paragraph 24 are wrong, misleading, and hence denied. The repeated reliance placed by the Petitioner on Regulation 3.2.1 of the Supply Code, 2014 to claim supply at 11 kV is wholly misconceived. The remaining averments in this paragraph, alleging violation of rules and regulations by the Respondent in sanctioning the EP or delay in processing the Petitioner's Application, are equally baseless and denied. It is submitted that all such contentions have already been dealt with in detail in the preceding paragraphs and are not being reiterated herein for the sake of brevity.
25. That the contents of paragraph 25 are wrong and incorrect to the extent that the Application nowhere records any understanding that the electricity connection is to be granted at 11kV voltage, and thus the said allegation is denied in toto. The remaining contents of this para are a matter of record.
26. That the contents of paragraph 26 are misleading and denied to the extent that the Petitioner has stated that it was served with a letter dated 06.03.2020 by the Respondent, whereby certain documents and clarifications were sought for the grant of an electricity connection. The Petitioner has further alleged that it duly provided all such documents/clarifications vide its letter dated 18.03.2020. However, a bare perusal of Annexure P-6 shows that it nowhere captures the intent of the Petitioner to provide the said documents/clarifications and merely pertains to the correction of the Petitioner's permanent address. The same has already been dealt with in detail in the

Preliminary Submissions/Objections and is not being reproduced here for the sake of brevity.

27. That the contents of paragraph 27 are misleading, incorrect, and denied. The allegation that the Respondent's letter has been relied upon to suggest that the Petitioner's projects are connected and form part of a single scheme is specifically denied. The further allegation that the Respondent, through the said letter, has wrongly relied upon Sales Circular D-21/2020 is also denied. A bare perusal of the Respondent's letter dated 13.01.2022 makes it evident that no such assertion has been made by the Respondent, nor does the letter place reliance on Sales Circular D-21/2020. It is further submitted that the contents of this paragraph are substantially similar to paragraph 3 of the Petition, which has already been dealt with in detail in the Preliminary Submissions/Objections and is not being reiterated herein for the sake of brevity."
28. That the contents of paragraph 28 are wrong, misleading, and hence denied. The Petitioner, by relying on its letter dated 03.03.2022, has merely reiterated its untenable demand for supply of electricity at 11 kV, despite having, vide its own letter dated 29.12.2021, expressly consented to receive supply at 33 kV. It is submitted that the Respondent has rightly sanctioned supply at 33 kV, strictly in accordance with the applicable legal framework, considering the ultimate load of the complete scheme in relation to the sanctioned EP of the Petitioner. The allegations raised are misconceived and baseless, and stand already addressed in detail in the Preliminary Submissions/Objections, and are therefore not being reiterated herein for the sake of brevity.
29. That the contents of paragraph 29 are a matter of record.
30. That the contents of paragraph 30 are a matter of record.
31. That the contents of paragraph 31, as projected, are wrong and hence, denied. The Petitioner's understanding that, merely because electricity was supplied to its earlier Project by the Respondent for 17 years, the Respondent is precluded under the applicable legal framework from seeking approval of EP for the complete scheme of the present Project is misconceived and untenable. Further, the contention that the earlier Project of the Petitioner was completed in 2003 is a matter of verification and, till such verification, is denied. The remaining contents of the paragraph are a matter of record.
32. That the contents of paragraphs 32 and 33 are wrong, misleading, and hence denied. The Petitioner's allegation that its earlier Project and the present Project were granted separate licences by the DTCP, and therefore approval of EP cannot be considered for the complete scheme, is wholly baseless and misconceived. Sales Circular D-21/2020 explicitly mandates that EP is to be approved for the complete scheme and not on the basis of individual licences forming part of the scheme or layout plan. The Respondent, in strict compliance with the applicable legal framework, has rightly sought approval of EP for the complete scheme while processing the Petitioner's request for electricity connection. The Respondent has acted strictly in accordance

with law, rules, and regulations, as already elaborated in the Preliminary Submissions/Objections. The Petitioner has failed to demonstrate legally how the applicable framework would not apply to it, and its contention that the two Projects are different merely on account of being developed under separate licenses is misconceived and untenable. Accordingly, the contents of these paragraphs are denied in toto.

34. That the contents of paragraph 34 are wrong and hence denied. The averments made therein are factually identical to those in paragraph 5 of the Petition, which have already been dealt with in the Respondent's reply to paragraph 5 of the para-wise submissions, and are therefore not being reiterated herein for the sake of brevity.
35. That the contents of paragraph 35 are wrong and denied. The Petitioner's allegation that the Respondent continuously raised untenable objections is wholly misconceived. The objections raised by the Respondent were strictly in accordance with the applicable legal framework and its internal procedures, and the delay, if any, is attributable solely to the Petitioner's failure to comply with them, as reflected from the record. The Petitioner's disregard of the Respondent's lawful objections and its own delay in submitting all requisite documents and clarifications contributed significantly to the overall delay. Furthermore, reliance placed by the Petitioner on the Standards of Performance Regulations, 2020, and its Schedule I is wholly inapplicable, as the Application itself was invalid and incomplete. Additionally, for the Respondent to grant electricity connection as per the Petitioner's Application, approval of the EP was mandatory, which the Petitioner failed to obtain beforehand. Consequently, the Petitioner cannot allege that any delay from the date of its Application until EP approval is attributable to the Respondent. The claim that there was a delay of more than two years is therefore, entirely misplaced. These matters have been dealt with in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.
36. That the contents of paragraph 36 are a matter of record. However, the Petitioner's allegation that the Respondent took more than two years to sanction the EP is wrong and denied. The delay is entirely attributable to the Petitioner's own conduct. Moreover, the EP is a prerequisite for the Application, and the Petitioner's computation of delay from the date of the Application until EP approval is incorrect, as the Application itself was invalid in the absence of an approved EP. These allegations have been addressed in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.
37. That the contents of paragraph 37 are contradictory, wrong, and denied. The Respondent has acted strictly in accordance with the applicable laws and regulations. The Petitioner's allegation that the Respondent wrongfully directed it to create electrical infrastructure is entirely baseless. Had the Petitioner any objection, it could have raised the same, but no document to that effect is on record. Furthermore,

the present petition has been filed after three years from the date the cause of action arose. The Petitioner's own statements regarding the distance of the 33 kV feeder from its Project are contradictory, alleging both 6 km and 7.10 km (as per paragraph 4 and elsewhere) in different paragraphs, which undermines its claim. These allegations have been dealt with in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.

38. That the contents of paragraphs 38–39 are wrong and denied. As stated in the preceding paragraphs, the Respondent has acted strictly in accordance with the applicable legal framework while sanctioning the EP and it is for the Petitioner to demonstrate, with legal justification, how the Respondent has allegedly violated any applicable law. The allegations in these paragraphs have already been addressed in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.
40. That the contents of paragraph 40 are wrong and denied. The Respondent has acted strictly in accordance with the applicable legal framework. The Petitioner's reliance on the fact that its earlier Project has been reliably supplied from the 11 kV infrastructure for the past 17 years, or that the earlier Project has already been handed over to the Resident Welfare Association, is wholly immaterial. The contents of this paragraph have been addressed in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.
41. That the contents of paragraph 41 are wrong and hence, denied. The Respondent has supplied voltage to the Petitioner's new Project strictly in accordance with the applicable legal framework, which requires the EP to be sanctioned for the complete scheme. Accordingly, the ultimate load of the Petitioner for the complete scheme is 10,899.22 kW and not 2,579 kW as alleged. The Petitioner's claim for supply at 11 kV for its present Project is therefore incorrect and untenable under the Supply Code, 2014. Supply in this case is required to be provided at 33 kV or 66 kV as per law, and the Petitioner itself, vide its letter dated 29.12.2021 (Annexure R-8), expressly consented to supply at the 33 kV level. The allegations in this paragraph have already been dealt with in detail in the Preliminary Submissions/Objections and are not being reiterated herein for the sake of brevity.
42. That the contents of paragraph 42 are clearly wrong and denied. A perusal of the factual background highlighted above evince that notice dated 11.02.2025 has been issued for continuous violation of the approved EP. The Petitioner has not submitted any justification for not complying with the condition and has instead taken a U-turn after more than 3 years of the sanction of the EP while wrongly alleging that the condition of switching over of the load of the Petitioner's earlier Project is not in consonance with the regulations of the Hon'ble Commission. The allegations of the Petitioner in this paragraph have already been addressed in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.

43. That the contents of paragraph 43 are misleading, incorrect, and denied at this stage, as the reliance placed by the Petitioner on the Impugned Notice has not been placed on record. Even *arguendo*, the EP has been sanctioned strictly in accordance with law, and it is the Petitioner's duty to substantiate, with valid legal provisions, that the said EP is illegal or arbitrary, which it has failed to do. No document has been placed on record to show that the Petitioner ever informed the Respondent that the EP was arbitrary or illegal. Moreover, if the Petitioner had genuine grievances regarding the EP, it is unclear why it took around three years to approach this Hon'ble Commission and why it never raised the issue with the Respondent. This conduct demonstrates that the Petitioner is not genuinely concerned with the validity of the EP but is seeking to avoid the costs it is mandated to bear under the applicable legal framework. The allegations of the Petitioner in this paragraph have already been addressed in detail in the Preliminary Submissions/Objections and are not being reproduced herein for brevity.
44. That the contents of paragraphs 44–45 are wrong and hence denied. The Petitioner has repeatedly, and on the basis of an incorrect interpretation of the Regulations, asserted that it is mandated under law to be supplied voltage at 11 kV for its present Project. The Respondent's consistent stance that supply is to be provided at 33 kV is strictly in accordance with law and has already been dealt with in detail in the Preliminary Submissions/Objections, which are not being reproduced herein for the sake of brevity. It is further submitted that the Petitioner has wrongly stated that its sanctioned load is only 2579 kW, whereas, in terms of Sales Circular D-21/2020, the ultimate load of the Project is to be computed based on the complete scheme, in which case the ultimate load works out to 10,899.22 kW.
46. That the contents of paragraphs 46 and 47 are wrong and hence, denied. The Respondent has acted strictly in accordance with the applicable legal framework in supplying voltage to the Petitioner at 33 kV for its present Project. The Petitioner was never compelled to create any electrical infrastructure; rather, in compliance with the governing framework, the Respondent sanctioned the EP, under which supply had to be provided at the 33 kV level, necessitating creation of the requisite electrical infrastructure. It is pertinent to note that the Petitioner has contradicted its own claim by stating here that the distance between the feeder and its Project is only 6 km, whereas in paragraph 4 it stated the distance to be 7.10 km. The Petitioner has also failed to substantiate why such electrical infrastructure would not be required and the contention now raised is simply an afterthought, which is unsustainable in law. Furthermore, the reliance placed by the Petitioner on the 66/11 kV substation, stated to be 2.6 km away, is misconceived, as the said substation cannot provide supply at the 33 kV level.

The allegation that the Petitioner incurred an additional cost of ₹3,87,21,857 is baseless, as no breakup or supporting record has been provided to show how this figure has been computed. The

Respondent is not liable to refund any amount, having acted strictly as per the governing rules and regulations. The claim that the Petitioner was compelled to create infrastructure not serving its load is misconceived and denied. The infrastructure was required for its Project as per the approved EP, and the Petitioner was afforded the option to shift the load of its earlier Project to the new 33/11 kV system but chose not to do so. Reliance placed on *Mrs. Kailash Suneja v. Appropriate Authority & Ors.* is wholly misplaced, as the said case pertained to arbitrary action of public authorities in the absence of proper guidelines, which has no application to the present matter. In contrast, the Respondent has acted transparently and strictly in accordance with the governing Regulations and Sales Circulars, while it is the Petitioner who is attempting to misapply the framework to allege fault. Accordingly, the Petitioner's reliance on the said judgment, as well as the contentions founded thereon, are denied. The allegations herein have already been dealt with in detail in the preliminary objections/submissions and are not being reproduced here for the sake of brevity.

48. That the contents of paragraphs 48 and 49 are wrong and denied. The application submitted by the Petitioner was not valid, as the requisite documents were not furnished, and the Petitioner itself caused delay by failing to comply with the applicable legal framework. The EP was duly sanctioned as per law, and therefore no question of refund arises to the Petitioner. Hence, there arises no question of delay or failure on the part of the Respondent in providing the electricity connection, nor is the Respondent liable to pay any refund to the Petitioner. Accordingly, the allegations in these paragraphs are wholly misconceived and denied. The said issues have already been dealt with in detail in the preliminary submissions/objections and are not being reproduced here for the sake of brevity.
50. That the contents of paras 50 and 52 are wrong and denied. The Petitioner has wrongly placed reliance on the Impugned Notice dated 11.02.2025 to allege that the Respondent had coerced it to transfer the existing load of its earlier Project to the 33/11 kV electrical infrastructure developed by it. These allegations are misleading, baseless, and false, as the Petitioner has failed to place on record any material evidence to substantiate such claims. In absence thereof, the assertions remain bald and are denied. It is submitted that a perusal of the sanctioned EP itself would show that the Petitioner was never coerced to undertake any such action. The Petitioner was merely given an option to create the 33 kV electrical infrastructure exclusively for the present Project, and the remaining spare capacity could then be utilized by the Respondent, without in any manner requiring the Petitioner to transfer the load of its earlier Project. All actions of the Respondent were strictly in accordance with the applicable legal framework, and even if the Petitioner claims the EP was bad in law, the same has not been challenged in the present Petition, which itself shows the hollowness of such allegations. Further, the allegation that the Respondent has unjustly enriched itself is wholly denied. The

Respondent has only acted in accordance with law, and any utilization of spare capacity is meant for public good. In fact, the Respondent even provided the Petitioner with an option to switch the electricity load of its earlier Project to the newly created 33/11 kV infrastructure, which would have prevented the Respondent from utilizing any spare capacity. This itself demonstrates that the intention of the Respondent was to ensure that the electrical infrastructure is utilized optimally. The aforesaid allegations have already been dealt with in detail in the preliminary submissions/objections and are not being reproduced herein for the sake of brevity.

51. That the contents of paragraph 51 are mere repetition of earlier paragraphs, which have already been dealt with in detail in the preliminary submissions/objections and are, therefore, not being reproduced herein for the sake of brevity.
53. That the contents of paragraph 53 are wrong and hence denied. Firstly, the Petitioner has failed to provide any breakup of the amount of ₹67,00,000/- claimed as refund, and therefore such a bald claim without any factual basis or supporting evidence is liable to be rejected. Secondly, the Petitioner has wrongly contended that Sales Circular D-21/2020 is applicable only for temporary connections. A bare perusal of the said circular clearly shows that it is equally applicable to permanent connections as well. Moreover, the said Sales Circular itself stipulates that it has been issued in consonance with the Supply Code, 2014 and other relevant applicable rules and regulations. The said allegations have already been addressed in detail in the preliminary submissions/objections and are not being reproduced here again for the sake of brevity.
54. That the contents of paragraph 54 are misleading, baseless, and are hereby denied. The Impugned Notice relied upon by the Petitioner has not been placed on record; hence, no allegation based thereon can be sustained and the same is liable to be rejected at this stage. Furthermore, the Petitioner's claim that it had been requesting clarifications on certain memos is completely vague and misleading, as there is no reference to any specific memo or clarification request, nor has any material been placed on record to substantiate such assertions. Hence, these allegations are liable to be rejected outright. Moreover, the allegation of the Petitioner that it has been "arm-twisted" by the Respondent is wholly incorrect and denied, as the Respondent has acted strictly in accordance with the applicable legal framework. It is pertinent to note that the present Petition has been filed after more than three years from the date on which the Petitioner was notified of the requirement to obtain EP approval for the complete scheme of the Project prior to applying for an electricity connection for the present Project. Furthermore, the Petitioner has not challenged the EP either in the present proceedings or in any other proceedings till date. This clearly demonstrates that the Petitioner's conduct disentitles it from any relief, as it is merely attempting to evade compliance with the applicable rules and regulations in order to save costs. The Petitioner's further contention that it is a law-abiding consumer is also incorrect

and denied, as the present Reply has already set out in detail the conduct of the Petitioner in failing to abide by the applicable rules and regulations. The contents of this para have already been addressed in detail in the Preliminary Submissions/Objections and are not being reproduced here for the sake of brevity.

55. That the contents of paras 55–56 are incorrect, baseless, and hence denied. The Petitioner has not placed on record the Impugned Notice, nor has it substantiated its allegation as to how the said notice is not in accordance with the format prescribed under the Supply Code, 2014. Furthermore, the Petitioner has failed to even specify which prescribed format it seeks to rely upon and how the Impugned Notice allegedly deviates therefrom. The further allegation that the notice lacks material particulars justifying the direction of merger is also wholly denied. In the absence of the Impugned Notice itself, no subsequent comments can be made regarding its format or contents, and therefore, all such assertions of the Petitioner are liable to outright rejection. The notice dated 11.02.2025 is valid, and the onus lies on the Petitioner to substantiate with reference to applicable laws and regulations that the same is improper, which it has failed to do. Accordingly, the Petitioner’s allegation that the said notice is wrong is false and denied.
57. That the contents of paras 57–58 are wrong and hence denied in totality. The case of the Petitioner is extremely weak as it has failed to exercise, in a time-bound manner, its power to challenge the EP it now seeks to dispute, including in the present Petition. Moreover, the Petitioner has sought to rely upon incorrect regulations to support its claims, which is misleading and amounts to abuse of the process of law. On the other hand, the Respondent has acted strictly in accordance with the applicable rules and regulations, and the Petitioner has failed to substantiate on any legal grounds as to how the conduct of the Respondent was improper. It is further submitted that the Petitioner has also not placed on record the relevant documents it has sought to rely upon and has further failed to legally substantiate why the applicable rules and regulations would not apply to it. Thus, it is specifically denied that the Respondent is liable to pay anything to the Petitioner, and any relief seeking status quo is also wrong and liable to be rejected, since the Respondent throughout this process has acted in compliance with the applicable law, unlike the Petitioner, which now seeks to derive benefit from the illegality it has itself committed. Hence, the reliefs sought by the Petitioner are liable to outright rejection. The said allegations have already been dealt with in detail in the Preliminary Submissions/Objections and are not being reproduced here for the sake of brevity.
59. That the contents of para 59 are wrong and hence denied in their entirety. The issues raised therein have already been discussed in detail in the Preliminary Objections/Submissions as well as in the preceding paras of this reply. It is submitted that the Application does not make any reference whatsoever to the fact that supply voltage was to be given at 11 kV, which in any case is solely for the Respondent to

determine in accordance with the applicable legal and regulatory framework. Further, the averment that the Application was accompanied by all the required documents is incorrect and misleading. In fact, it was mandatory that an EP be provided for the project, which was not submitted by the Petitioner. Thus, the contents of para 59 are false, misleading, and denied in toto. The contents of this paragraph have already been dealt with in detail in the Preliminary Objections/Submissions and are therefore not being reiterated herein for the sake of brevity.

60. That the contents of paras 60, 62, 63 and 64 are wrong and denied. The allegation of the Petitioner that it took almost 2 years to approve the EP for the present Project is misconceived and incorrect. The computation of delay by the Petitioner from the date of submission of its Application till the approval of the EP is completely erroneous, as these are two distinct processes. The Application itself had a pre-requisite of having an EP in place for the complete scheme, as per the applicable rules and regulations, which was not fulfilled by the Petitioner in the first place. Furthermore, for the approval of the EP, the Respondent was required to receive certain clarifications/documents from the Petitioner, which the Petitioner failed to provide. No document has been placed on record to evidence the submission of such clarifications/documents. The conduct of the Petitioner, as evident from the record, clearly shows that it was never interested in complying with the applicable legal framework, thereby itself causing further delay in approval of the EP. Hence, the allegation that the Respondent took more than 2 years to grant the EP is completely false and denied. It is further significant to note that the Petitioner has not even sought any relief or imposition of penalty against the Respondent for such alleged delay under the Supply Code, 2014 or the Act, thereby showing that these assertions are baseless. The reliance placed by the Petitioner on the Standards of Performance Regulations, 2020, Schedule I, is also wholly misconceived, as the said Regulations are applicable only after a valid Application has been made under the Supply Code, 2014, which was not the case herein. The said allegations have already been dealt with in detail in the Preliminary Submissions/Objections, and are not being reproduced here for the sake of brevity.
61. That the contents of para 61 are a matter of verification and are denied at this stage, as no evidence or document has been placed on record to substantiate the same. Moreover, as discussed in the subsequent paras, any delay, if at all, the alleged hardship was solely attributable to the conduct of the Petitioner, and therefore, the Respondent cannot be held liable for any delay in the present case.
65. That the contents of para 65 are denied.
66. That the contents of para 66 are a matter of verification. It is further submitted that the authorised signatory in the present matter has failed to acknowledge the same under oath by way of an affidavit, as was mandatorily required under Regulation 23(8) of the Conduct of

Business Regulations, 2019, hence the contents are denied at this stage.

67. That the contents of para 67 are wrong and hence denied. The Respondent has acted strictly in accordance with the applicable legal framework, and the allegation of the Petitioner that the officials of the Respondent have acted in contravention of the Act is incorrect, as the same has not been substantiated in the present matter. Moreover, the Petitioner has not even prayed for such a relief in its prayer. Hence, the contents of this para are denied in toto.

Prayer clause is denied.

PRAYER

In view of the submissions made hereinabove, the present Petition being untenable and devoid of merit, is liable to be dismissed forthwith. It is therefore, most humbly prayed that the Hon'ble Commission be pleased to dismiss the present Petition with exemplary costs, in the interest of justice and fair play.

5. The case was heard on 10/12/2025, as scheduled, in the court room of the Commission. At the outset, Sh. Shubham Counsel for the petitioner submitted the rejoinder and requested to take the same on record. The Commission directed to take the rejoinder on record subject to deposition of late fee and adjourned the matter for arguments on next date of hearing.

6. Rejoinder received on 10/12/2025

MOST RESPECTFULLY SHOWETH:

- 6.1 That the present Petition has been filed by the Petitioner and is pending adjudication before this Hon'ble Commission. The contents thereof may kindly be read as part and parcel of the present Rejoinder, as the same are not being repeated herein for the sake of brevity.
- 6.2 That the Respondents have filed a Reply to the present Petition and have, inter alia, contended as under:
- i. That there are material discrepancies and procedural non-compliances in the filing of the Petition;
 - ii. That the documentation filed is incomplete and the Petitioner has relied upon incorrect provisions;
 - iii. That the reliefs sought by the Petitioner are barred by limitation;
 - iv. That the claim of the Petitioner is contrary to its own undertakings given before the Respondent;
 - v. That as per the applicable regulatory framework, the electrification plan is required to be approved for the entire scheme and not for individual projects;
 - vi. That the challenge to the notice dated 11.02.2025 is an afterthought;
 - vii. That the release of connection at the 33 kV level is in consonance with the applicable regulations; and
 - viii. That there was no delay on part of the Respondent in processing the application for release of connection.

- 6.3 In Rejoinder to the above, the Petitioner respectfully submits that the objections raised by the Respondent, apart from being wholly misconceived and devoid of any merit, are borne out of a complete incorrect understanding of the case of the Petitioner and its grievance as set forth in the present Petition. The objections are therefore denied in toto. The Petitioner reiterates the submissions made in the present Petition and denies each and every averment contained in the Reply filed by the Respondent to the extent they are contrary to the submissions made in the present Petition. The Petitioner further craves leave of this Hon'ble court to submit an issue wise Rejoinder to the contentions raised by the Respondent for the sake of brevity and to avoid prolixity. However, nothing contained herein ought to be deemed as an admission on part of the Petitioner on account of non-traverse. RE: Material discrepancies and procedural non-compliances in the filing of the Petition.
- 6.4 The Respondent has sought to contend that the Petition filed by the Petitioner before this Hon'ble Commission is not in consonance with the procedural requirements prescribed under the HERC (Conduct of Business Regulations, 2019) inasmuch as the affidavit filed in support of the Petition has allegedly not been verified in accordance with Regulation 23(8) thereof, and that the authorised representative of the Petitioner has not been duly authorised to file the Petition as required under Regulation 23(5).
- 6.5 In Rejoinder to the above, it is respectfully submitted that since the Respondent evidently has no substantive response to offer on the merits of the present Petition, it has resorted to hyper-technical objections merely to deflect attention and save face before this Hon'ble Commission. It is submitted that the affidavit filed by the Petitioner in support of the Petition has been prepared strictly in accordance with the applicable regulations and in the prescribed Form-2 under the Conduct of Business Regulations. The Affidavit itself, in Para 2, contains a declaration that no similar Petition has been filed or is pending before this Hon'ble Commission relating to the subject matter of the present petition as required under the Regulations. Thus the contention of the Respondent that the said Para in the Petition has not been verified in the Affidavit is wholly inconsequential. The objections have been raised only to create an unnecessary prejudice against the Petitioner and are therefore liable to be rejected by this Hon'ble Commission.
- 6.6 The Respondent's further objection that the authorised representative of the Petitioner has not been authorised by the Managing Director of the Petitioner company is also wholly misconceived. It is submitted that the authorisation letter annexed with the Petition has been issued by the Committee on Legal and Finance of the Board of Directors of the Petitioner company, duly authorising the person verifying and filing the present Petition. Since the authorised representative derives authority from a resolution of the Board (through its committee), the approval of the Managing Director, as contemplated under Regulation

23(5), stands implied. Therefore, this objection too is hyper-technical and irrelevant to the controversy at hand.

6.7 The Respondent has further contended that the authorisation letter is limited only to seeking approval of the electrification plan. However, the Respondent has deliberately omitted to mention that the said authorisation letter also empowers the authorised representative “to do such other acts, deeds and things as may be necessary or incidental thereto on behalf of the company in respect of the aforesaid matter.” Thus, the authorised representative is not only empowered to apply for approval of the electrification plan but also to take all necessary steps incidental or consequential thereto, including filing the present Petition.

6.8 In any event, assuming without admitting that there exist any procedural discrepancies as alleged, the same are curable in nature and inconsequential to the present proceedings. The objections have been raised only as a diversionary tactic by the Respondent, having no merit whatsoever on the substantive issues in dispute.

RE: Documentation filed is incomplete and the Petitioner has relied upon incorrect provisions

6.9 The Respondent has also sought to contend that the Petitioner has failed to file relevant documents along with the present Petition, and in particular, has alleged that despite challenging the notice dated 11.02.2025, the Petitioner failed to place the said notice on record.

6.10 In Rejoinder, it is respectfully submitted that while filing the Petition before this Hon’ble Commission, the said notice dated 11.02.2025 was inadvertently omitted to be annexed. However, upon the objection and defect raised by the Registry of this Hon’ble Commission, the said notice was duly filed and annexed as Annexure P-11. It was only upon filing of the said document that the Petition was listed before this Hon’ble Commission. It appears, however, that the Respondent was served with an earlier copy of the Petition (prior to rectification of defects) which did not include Annexure P-11. Accordingly, the objection of the Respondent that the said document has not been placed on record is wholly misconceived and has become infructuous.

6.11 As regards the further objection that several other documents referred to in the Petition have not been filed, it is submitted that the Petitioner, being a bona fide litigant, has placed on record all documents relevant to the grievance raised before this Hon’ble Commission. Any document which has not been annexed can be produced by the Petitioner as and when directed by this Hon’ble Commission. However, such inadvertent omission cannot by any stretch of imagination be construed as an attempt to secure any unfair advantage over the Respondent, as has been erroneously alleged. As regards the reference of the Petitioner to the detailed Reply dated 05.04.2022, it is submitted that the same was filed days before filing the present petition and as such could not be filed.

6.12 As regards the contention of the Respondent that there exists a material difference in the Regulations quoted by the Petitioner in the Petition, it is respectfully submitted that the same is merely a

typographical error in the pleadings. In any event, the Petitioner has annexed the complete and correct set of Regulations along with the Petition. As such, to impute mala fides to the Petitioner on account of an inadvertent clerical error, particularly when the full text of the Regulations forms part of the record, is wholly improper and unwarranted. This only demonstrates that the Respondent is deliberately resorting to hyper-technical objections in order to avoid responding to the matter on its merits.

6.13 The Respondent's reliance on judgments of the Hon'ble Supreme Court to allege that non-submission of certain documents amounts to fraud upon the Court is wholly misplaced. The Respondent has conveniently failed to appreciate that non-furnishing of certain documents, particularly when the same are already available on record of the Commission or can be produced at any stage pursuant to its directions, does not constitute fraud or suppression, but at best, a curable procedural lapse.

RE: Reliefs sought by the Petitioner are barred by limitation

6.14 The Respondent's objection that the present Petition is barred by limitation is wholly unfounded and proceeds on an incorrect appreciation of both facts and law. The Petitioner's grievance does not arise from a one-time or concluded act capable of triggering a past limitation period. The cause of action is a continuing one, emanating from the Respondent's persistent reliance upon and enforcement of the Electrification Plan and sanction documents to impose ongoing conditions, demands, and restrictions on the Petitioner's current project.

6.15 The Electrification Plan was approved only on 03.06.2022. Even thereafter, the Respondent repeatedly acted upon the same to impose fresh and continuing conditions, and ultimately through the impugned notice dated 11.02.2025. Each of these actions independently affected the Petitioner's rights and extended the cause of action, clearly demonstrating that limitation never ceased to run in favour of the Petitioner.

6.16 The Respondent's assertion that the cause of action arose on 13.01.2022, is both factually and legally untenable. It is submitted that vide the said letter, the Respondent had wrongly suggested that the Petitioner's Present Project (5.56875 acres), was connected to Petitioner's Earlier Project, namely, M/s Indian Airlines Society, developed by the Petitioner back in the year 2003. Vide its Letter dated 13.01.2022, the Respondent claimed that both projects fall under a "Scheme." Therefore, the Petitioner was allegedly required to obtain approval for the Electrification Plan for the entire Scheme comprising an area of 36.5187 acres. In making this assertion, DHBVN erroneously relied on Sales Circular D-21/2020 dated 07.09.2020.

6.17 Pertinently, the said letter is an internal letter of the Respondent from the superintendent engineer, commercial to the superintendent engineer operations, requesting him to examine the matter in consultation with the Petitioner and provide a detailed proposal for the electric plan. As such by no stretch of imagination, any conclusive

condition was known to the Petitioner so as to trigger a cause of action as has been wrongly contended by the Respondent.

6.18 In the spirit of this consultative process, the Petitioner vide its letter dated 03.03.2022 had clearly explained the lack of feasibility of the proposed electrification plan by the Respondent which contemplated a so called scheme, constituting all the projects of the Petitioner as one. Thereafter, the Respondent vide its letter dated 12.05.2022 requested the Petitioner to furnish layout plan of all the plots developed by it, which was submitted by it vide an email dated 19.05.2022. It is only when the electrification plan was issued by the Respondent 03.06.2022 that the Petitioner came to know about the unjust conditions imposed in the said EP, therefore, assuming though not admitting that the cause of action in favour of the Petitioner to all grievance towards these conditions are rose on the sad date, the present Petition has been filed well within the limitation period and as such is not barred by law of limitation.

Re: The claim of the Petitioner is contrary to its own undertakings given before the Respondent

6.19 That the Respondent has further contended that the Petitioner had provided an affidavit-cum-undertaking in which it was explicitly mentioned that electrification plan shall be approved for the complete scheme in terms of the prevailing regulations. In rejoinder to the same the Petitioner submits that the contention is wholly misleading since no such undertaking has ever been given by the Petitioner, as is evident from the bear perusal of the affidavit-cum-undertaking be referred to by the Respondent. The contention therefore is grossly misleading and denied.

Re: An electrification plan is required to be approved for the entire scheme and not for individual projects

6.20 The Respondent has sought to content that under the regulatory framework of this Hon'ble commission, including the sales circular dated 07.09.2020, approval of electrification plan for the 'entire scheme' is a must, rather than individual licenses as being claimed by the Petitioner and in terms of the applicable regulatory framework, the Respondent has granted an EP. The contention raised is that the application for approval of electrification plan of the Petitioner has been considered by the Respondent in terms of the sales circular dated 07.09.2020, which lays down guidelines for both temporary and permanent electricity connections in developed areas. The guidelines stipulate that approval of the EP shall be considered with respect to the complete scheme as per the sanctioned layout plan and not on the basis of individual licenses forming part of such scheme.

6.21 A perusal of the said circular reveals that the same was brought in to prevent misuse of 'temporary connections' and 'interim load' by developers for meeting permanent power requirement of residence without creating requisite electrical infrastructure and to ensure creation of adequate electrical infrastructure by the developer as per approved electrification plan. The guidelines framed under the said sale circular thus pertain to those entities who have a temporary

connection or an interim load and may be indulging in miss use of the same. In this light, the sales circular provides for guidelines for seeking temporary connections at the project site, process of application, and provides that such applications made by entities who want to seek temporary connections shall be considered for approval for complete scheme and not based on individual license, which forms part of scheme and layout plan.

- 6.22 Admittedly, the earlier project of the Petitioner namely Indian Airlines co-operative Housing Society has two permanent connections which have been running since the past 17 years. Further, it is also an admitted position that the application made by the Petitioner to the Respondent on 26.02.2020 was not an application for temporary connection for Platinum Towers, but rather a permanent connection. Therefore, the guidelines under the sales circular providing for process of application seeking a temporary connection was clearly inapplicable to the application of the Petitioner which had been filed seeking a permanent connection for Platinum Towers.
- 6.23 The said application thus could never have been considered as an application for temporary connection for the so-called called 'entire scheme', more so, because the earlier project of the Petitioner already has two permanent connections. Thus treatment of the application of the Petitioner as an application for temporary connection and applying the conditions mentioned under the sale circular by the Respondent is ex facie erroneous.
- 6.24 From the factual conspectus as presented by the Respondent itself, the Respondent categorically acknowledged grant of two individual sanction memos dated 26.06.2003 and 30.06.2003 pertaining to the Petitioner's Earlier Project, the Airlines Society Project. The Respondent in its Reply (Para 12b) expressly acknowledges that the Petitioner subsequently commenced development of a new and independent project, namely Platinum Towers, distinct from the earlier Indian Airlines Society development.
- 6.25 Further, the reliance of the Respondent on the said sale circular on clause (I) is equally erroneous. The said clause provides for those developers who are constructing and taking temporary connections before the issuance of the said sale circular without submission and approval of electrification plan. Clearly, the case of the Petitioner does not fall under the said clause. This is also evident in as much as the same clause provides that in such cases if 15 days' notice of disconnection of temporary connection is required to be given by the Respondent. Admittedly, no such notice has ever been issued by the Respondent which goes to show that they said clause is wholly inapplicable to the case of the Petitioner. However, in order to somehow justify its actions and to bring in conditions which are inapplicable to the case of the Petitioner to be made applicable on it, the Respondent has raised these misplaced contentions which are liable to be rejected by this Hon'ble commission.
- 6.26 It is reiterated that the grant of independent sanctions clearly demonstrate that the earlier projects were conceived, approved, and

supplied as individual and self-contained developments, each with its own sanctioned load and infrastructure. The separate sanction memos dated 26.06.2003 and 30.06.2003 conclusively establishes that the Petitioner's present project was never part of a common or composite scheme with any other development, and that each connection was treated independently at the time of sanction. Hence, the Respondent's attempt to artificially club the Petitioner's load with that of the adjoining Airlines Society to project a combined demand of is contrary to record, without regulatory foundation, and intended solely to justify an unwarranted shift to 33 kV voltage level.

- 6.27 The Platinum Towers project is a new and independent development, duly approved by the competent authorities under the requisite licenses from the DTCP and supported by current technical and planning data. The Petitioner has, in compliance with the applicable legal framework, separately applied for approval of its Electrification Plan specific to this new project on 26.02.2020. The Respondent's attempt to apply or extend the scope of the earlier Electrification Plan to cover this new project has no basis either in regulation or in practice, and such an interpretation would defeat the entire purpose of project-specific electrification planning under the Supply Code, 2014.
- 6.28 The dispute arises only with regard to the Respondent's erroneous interpretation of the term "entire scheme." For the Petitioner, "entire scheme" rightly denotes the entire licensed area of the specific project for which connection is sought. The same is also in consonance with the provision of The Real Estate (Regulation and Development) Act, 2016 which govern the Petitioner. For the Respondent, however, it has been incorrectly expanded to include all parcels of land and all projects ever developed or proposed by the Petitioner, irrespective of their distinct licenses, approvals, and timelines.
- 6.29 The Petitioner's application dated 26.02.2020 clearly sought approval of the Electrification Plan for the Platinum Towers project alone, consistent with the layout sanctioned by the Department of Town and Country Planning (DTCP). The Respondent's unilateral clubbing of the Petitioner's earlier completed projects with the current project, and treating them collectively as one composite "scheme," is contrary to the record and unsupported by any provision of the Supply Code or the Duty to Supply Regulations.
- 6.30 The very understanding of the term "entire scheme," and more fundamentally the concept of "scheme" itself, has been completely misconstrued by the Respondent. Either the Respondent has failed to appreciate the established procedure governing approval of Electrification Plans under the schemes duly sanctioned by the DTCP, or it is acting in a non-bona fide manner by deliberately distorting this settled position.
- 6.31 The Respondent's conduct shows a clear attempt to artificially reinterpret the Petitioner's individually approved project-wise Electrification Plan, each corresponding to a separate DTCP licence,

only to justify its subsequent actions and the undue conditions imposed upon the Petitioner.

6.32 By extending this erroneous interpretation, the Respondent seeks to retrospectively club distinct projects under a single “scheme,” aimed at legitimizing the Respondent’s subsequent imposition requiring the Petitioner to construct 33/11 kV infrastructure at its own cost, despite the admitted feasibility of 11 kV supply from the nearby 66/11 kV substation. This manipulation of terminology and scope of “scheme” has been used merely to rationalize an otherwise unjustified burden on the Petitioner.

6.33 As regards to the reliance of the Respondent on regulations 4.1.2.2 of the Duty to Supply Regulations, it is submitted that the Respondent has very conveniently twisted the entire grievance of the Petitioner and has sought to content that it was incumbent on part of the Petitioner to have an EP in order to seek and permanent connection. It is submitted that it is nowhere the case of the Petitioner that it could seek a permanent connection from the Respondent in absence of EP. Rather, the case of the Petitioner is that the EP as approved by the Respondent contains arbitrary and unfeasible conditions which are being justly forced upon the Petitioner without any justified basis and to the benefit of the Respondent, therefore the hammering and repetitive contention of the Respondent that for grant of a permanent connection and EP is required is rather in consequential since the same is not a matter in dispute.

Re: challenge to the notice dated 11.02.2025 is an afterthought.

6.34 That it is the contention of the Respondent that the challenge laid by the Petitioner to the notice dated 11.02.2025 is an afterthought, inasmuch as, despite having had the opportunity to challenge the conditions under the Electrification Plan for the last three years, the Petitioner chose not to do so and is now filing the present Petition as an afterthought. The Respondent further contends that the Petitioner was rightly given two options under the EP and has shown no justification for not complying with either of them.

6.35 In Rejoinder, the Petitioner respectfully submits that the said contention of the Respondent is borne out of a complete misappreciation and misunderstanding of the matter as well as the pleaded case of the Petitioner. The Respondent is deliberately avoiding a response to the Petitioner’s specific pleadings and is instead resorting to making bald and unsubstantiated averments. The Petitioner reiterates that the so-called “options” given by the Respondent under the EP are precisely the subject matter of the present dispute. It is submitted that under the EP granted to the Petitioner, the Respondent wrongfully directed the Petitioner to construct electrical infrastructure for 12 MVA load at the 33/11 kV level, to be fed from a proposed 33 kV feeder located approximately far away from the Project. This direction was issued by incorrectly aggregating the ultimate load of the Petitioner’s Project with that of other adjacent projects, specifically M/s Indian Airlines Pilot Co-operative Society, which has separate electrical connections.

6.36 Furthermore, the EP imposed additional unreasonable conditions. The EP granted the Petitioner an "option" to switch over the feeding source of the existing two electricity connections of M/s Indian Airlines Pilot Co-Op Society from the current 66/11 KV substation to the newly constructed 33 KV electrical infrastructure. If the Petitioner does not exercise this option, the EP provides that any load exceeding 2579 KW will be treated as "spare capacity" under the sole discretion and convenience of DHBVN. Effectively, this means that any load beyond 2579 KW will be appropriated by DHBVN despite being part of the infrastructure created and funded by the Petitioner.

6.37 It is important to emphasize that the existing two electricity connections of M/s Indian Airlines Pilot Co-Op Society have been reliably fed from the 66/11 KV substation at Sector 44, Gurugram, through adequate 11 KV-level infrastructure that has been functioning smoothly for the past 17 years. These projects have already been handed over to the respective Residents Welfare Societies in accordance with applicable rules and regulations. Therefore, there is no necessity or legal basis for shifting these connections to a 33 KV level. Additionally, given that the actual ultimate load of Petitioner's Project is 2579 KW, it is required to be fed at the 11 KV level as per the HERC Regulations. By wrongly combining the ultimate load of Petitioner's Project with that of the adjacent project, DHBVN has compelled Petitioner to establish 33 KV infrastructure, resulting in an unwarranted and significant expenditure of Rs. 5,07,26,829.08/-.

6.38 Despite putting the Petitioner through unwarranted trouble, DHBVN again vide the Impugned Notice dated 11.02.2025 attempted to coerce the Petitioner into transferring the electrical load of Petitioner's Earlier Project from the existing 66/11kV sub-station at Sector 44, Gurugram to the 33/11kV electrical infrastructure developed by the Petitioner for its present Project. This compelled the Petitioner to approach this Hon'ble Commission by filing the present Petition. As such, it is wholly wrong on part of the Respondent to contend that the challenge is an afterthought and is therefore liable to be rejected by this Hon'ble Commission.

RE: Release of connection at the 33 kV level is in consonance with the applicable regulations

6.39 That it is also the contention of the Respondent that the release of connection to the Petitioner at 33kV level is in consonance with the regulatory framework and as such the Petition is misconceived. In Rejoinder thereto the Petitioner respectfully submits that the Respondent has either not appreciate the case of the Petitioner or is deliberately trying to ignore the core issue in dispute. It is not the sole grievance of the Petitioner that the connection has been released to it at 33 KV levels but rather the primary grievance of the Petitioner is that the load of the Petitioners present project namely Platinum Towers has wrongly been clubbed with the load of two earlier projects of the Petitioners namely Indian Airlines co-operative housing society. By wrongly combining the load of these two, rather 3 connections, the Respondent has sanctioned an ultimate load of 10899.22 KV instead of

2579 KW leading to creation of electrical infrastructure vastly in excess of the actual load.

- 6.40 Further, and in addition to the above, as per Regulation 3.2.1 of the Supply Code, a contracted load exceeding 50 kW and up to 5000 kVA must be supplied at 11 kV voltage level. The Petitioner's sanctioned load thus, if considered to be 2579 KW the ultimate load of the current Project is well within the 5000 KW limit. Accordingly, the Petitioner was entitled to be supplied at the 11 kV level. However despite Petitioner's project being within the 11kV limit, the Respondent forced the Petitioner to construct 33/11 kV infrastructure, including a 12.5 MVA power transformer, which involved connecting to a feeder far away. This infrastructure was neither necessary for the Petitioner's load nor technically justified.
- 6.41 Despite repeated representations by the Petitioner, the Respondent ignored the proximity of an existing 66/11 kV substation only 2.6 km away, which could have easily supplied the 11 kV load. Due to Respondent's repeated harassment, the Petitioner had to incur a substantial expenditure amounting to Rs.5,07,26,829.08/-. Out of which an amount of Rs. 3,87,21,857/- was towards infrastructure in excess of the 2579 KW. The said cost is attributable to the Respondent and the same is liable to be refunded to the Petitioner. The breakup of the said cost has been stated to be unsubstantiated by the Respondent. It is brazen that the Respondent would make that statement since the said cost had been jointly approved by the Respondent under. The cost for this upgradation was approved by the Respondent under its memo dated 18.07.2022, copy whereof is annexed hereto and marked as Annexure B.
- 6.42 A bare perusal of the said memo reveals that the revised deposit estimate for providing a 33 kV combined independent feeder (in sharing) for release of the ultimate load of (i) M/s Brahma Centre Development Pvt. Ltd., Plot No. 2, Sector-16, Gurugram; (ii) M/s Vatika One on One Pvt. Ltd., Village Silokhera, Sector-16, Gurugram, under 'OP S/Divn. IDC, Gurugram'; and (iii) M/s Essel Housing Projects Pvt. Ltd., Village Sukhrali, Sector-28, Gurugram, under 'OP S/Divn. Sushant Lok, DHBVN, Gurugram', during the year 2022-23, had been assessed at ₹16,85,04,530 (Rupees Sixteen Crores Eighty-Five Lakhs Four Thousand Five Hundred and Thirty Only). The said cost was shared among the above developers, and the Petitioner's share was ₹5,07,26,829.08. Having itself approved the said cost, it does not lie in the mouth of the Respondent to contend that the same is unsubstantiated.
- 6.43 It is further submitted that the Respondent has conveniently omitted to even address the issue of redundant infrastructure admittedly created by the Petitioner at the instance of the Respondent. The very fact that the Respondent admits that the infrastructure beyond the ultimate load of 2579 kW may be utilised by it demonstrates that, after meeting the said load, the remaining infrastructure would be available and hence redundant. The Respondent's attempt to use such redundant infrastructure without incurring any expenditure amounts

to unjust enrichment. If permitted, the Respondent would be utilising excess infrastructure free of cost, the entire cost of which has already been borne by the Petitioner. Thus, the infrastructure created by the Petitioner would be utilised by the Respondent free of cost. This issue has been completely omitted from any rebuttal by the Respondent and, as such, is deemed to be admitted.

6.44 The redundancy of the said excess infrastructure is further evident from the fact that, owing to such over-capacity creation, the Petitioner has been incurring significant no-load losses in its transformers and has, till date, suffered a loss of ₹67,62,173/-. A detailed computation thereof is annexed hereto and marked as Annexure C. The said computation is based on the technical specifications of the transformers depicting their per-day no-load losses.

6.45 It is therefore submitted that the alternate options suggested by the Respondent to either switch existing 11 kV loads or surrender capacity are wholly unjustified. The Petitioner's other connections, i.e. the Indian Airlines Cooperative Society, have been operating smoothly for the past 17 years on 11 kV infrastructure without any constraints. Thus, directing an upgrade to 33 kV at this stage would entail huge and unnecessary expenditure and result in the creation of yet another round of redundant infrastructure, merely due to a misplaced understanding of the regulatory framework by the Respondent.

6.46 As regards the Respondent's interpretation that the Petitioner "admitted" to 33 kV supply in its letter dated 03.03.2022, the same is selective and misleading. A full reading of the said letter reveals that the Petitioner was constrained to take supply at 33 kV level owing to the post-Covid market slump and, even then, requested the Respondent to sanction an ultimate load of 2579 kW. The Respondent has, however, conveniently ignored this specific request and relied selectively on the Petitioner's consent to receive supply at 33 kV. This has been the consistent approach of the Respondent in its Reply, where it has chosen not to answer whether the connection was to be granted with an ultimate load of 2579 kW or 19,899 kW, as done by it. The issue has been completely skirted since the Respondent has no explanation. The contention of the Respondent is, therefore, wholly misplaced and liable to be rejected.

Re: There was no delay on the part of the Respondent in processing the application for release of connection.

6.47 The Petitioner applied for an electricity connection on 26.02.2020 seeking a sanctioned load of 2579 kW at 11 kV voltage level, vide Application No. G21-220-406, under the HT/BDS category for its project at Sector-28, Gurugram. The said application was made in accordance with Regulation 4.4 of the Supply Code and accompanied by all required documents and statutory compliances.

6.48 However, after receiving the duly complete application, the Respondent, in gross violation of the timelines stipulated under the Supply Code and the Standards of Performance Regulations, inordinately delayed processing the Petitioner's application and failed to approve the Electrification Plan (EP) within the mandated period.

Instead, the EP was sanctioned only on 03.05.2022, more than two years after the date of application, contrary to the spirit and letter of the regulatory framework governing timely electricity connections.

6.49 In its Reply, the Respondent has sought to contend that, at the time of application, the project was incomplete and hence the application was “premature.” It has further claimed that, since the application was not accompanied by an approved EP for the entire scheme, it could not be treated as ‘complete’ to trigger the prescribed timelines. In Rejoinder, the Petitioner respectfully submits that this contention is wholly misconceived and raised only to evade responsibility. As regards the second contention that the application ought to have been accompanied by an approved EP for the entire scheme, the Petitioner submits that it is an admitted position (as per Para 25 of the Reply) that when the earlier two connections of Indian Airlines Cooperative Society were released to the Petitioner, there was no requirement of obtaining any EP. Hence, assuming without admitting that an EP for the entire scheme was required, the Petitioner could never have had such an EP for the earlier connections.

6.50 As regards the EP for the new connection, since it was an independent connection, the Respondent was duty-bound to process and grant the EP and connection within the prescribed timelines. In the present case, in response to the Petitioner’s application, the Respondent, vide its letter dated 06.03.2020, sought certain clarifications, which were promptly provided by the Petitioner through its letter dated 18.03.2020 (annexed as Annexure E). However, the Respondent continued to raise queries regarding the so-called ‘complete scheme’ and sought repeated clarifications on land area and layout plans, all of which were duly provided. These clarifications, being wholly immaterial, could not have extended the statutory timelines within which the Respondent was obligated to approve the EP and release the connection. The Respondent is thus hiding behind these superficial clarifications to evade its obligations under the regulatory framework, an approach that is impermissible. Accordingly, the Respondent’s contentions merit outright rejection by this Hon’ble Commission.

6.51 The Petitioner further craves leave of this Hon’ble Commission to supplement its submissions during the course of oral arguments and/or through additional affidavits, if so directed by this Hon’ble Commission.

PRAYER

In light of the aforementioned facts and circumstances, it is humbly prayed that this Hon’ble Commission may be pleased to:

- i. Allowed in terms of the prayers made in the Petition; and
- ii. Pass such further orders or directions in favor of the Petitioner as this Hon’ble Commission deems fit and proper in the facts and circumstances of the case.

7. The case was heard on 08/04/2026, Sh. Tushar Mathur Counsel for the petitioner advanced his arguments and submitted that respondents are

applying present regulations retro respectively and insisting for changes in the distribution system without any compensation to the petitioner.

Ms. Aerika Singh argued that the respondents are following the instructions in compliance to prevailing regulations. The various projects developed by the Builder fall under one scheme only.

After hearing the arguments of the parties in detail, the Commission reserves the order and directs the parties to submit their written arguments within 10 days.

8. Written submissions of Petitioner dated 16/04/2026:

8.1 The present Petition arises in the context of the Petitioner's application for grant of a permanent electricity connection for its residential project "*Platinum Towers*" situated at Sector-28, Gurugram, and the arbitrary and unlawful conditions subsequently imposed by the Respondent while approving the Electrification Plan. The dispute arises out of the Respondent's arbitrary and legally unsustainable attempt to treat two distinct and independent projects of the Petitioner as forming part of a single "*scheme*", and on that basis, to impose unwarranted and excessive infrastructure obligations upon the Petitioner. The Petitioner's earlier project, namely Indian Airlines Society, stood completed in the year 2003 and has since been functioning independently with separate electricity connections for nearly two decades, whereas the present project, Platinum Towers, is a subsequent and independent development undertaken under separate licenses.

8.2 Notwithstanding this admitted position, the Respondent has retrospectively aggregated the load of both projects to artificially inflate the requirement from 2579 kW to 10,899.22 kW, thereby compelling the Petitioner to establish 33 kV electrical infrastructure in excess of its actual requirement. Such aggregation is contrary to the extant Regulations, unsupported by any technical necessity, and has resulted in the Petitioner incurring substantial costs for infrastructure that is neither required for its project nor intended for its exclusive use. The dispute is further aggravated by the Respondent's continued attempt, through the impugned notice dated 11.02.2025, to coerce the Petitioner into shifting existing independent connections to the said infrastructure or suffer appropriation of capacity at its cost.

Background

8.3 It is necessary to appreciate the manner in which the Petitioner's developments have evolved over time and the regulatory framework within which they have been undertaken. The Petitioner has developed multiple projects in the area under separate licenses issued by the Directorate of Town and Country Planning ("DTCP"), each of which constitutes an independent development, conceived, executed, and completed in its own right.

License Details

S. No.	License No.	Date	Total Area (in Acres)	Project
	48 of 1995	20.12.1995	29.794	Indian Airlines Society completed in 2003
	48 of 1995 (De-licensing order)	09.03.2004	(-) 3.044	
	61 of 2004	01.06.2004	4.2	
	32 of 2009	11.07.2009	2 (Proposed Construction)	Platinum Towers
	33 of 2009	11.07.2009	1.625 (Proposed Construction)	
	21 of 2016	17.11.2016	0.19375 (Proposed Construction)	
	22 of 2016	17.11.2016	1.75 (Proposed Construction)	
Total			36.51875	

- 8.4 A bare perusal of the above demonstrates that the Petitioner's developments have been undertaken under distinct licenses issued at different points in time and across separate areas, and cannot be treated as forming part of any single composite project.
- 8.5 The Petitioner's earlier project, namely "Indian Airlines Society", was completed in the year 2003 and thereafter handed over to the Residents Welfare Association in the year 2004. Since such handover, the Petitioner has had no control whatsoever over the said project, and the operation and maintenance thereof vests entirely with the RWA. The said project has been functioning independently with two electricity connections granted by the Respondent, bearing sanctioned loads of 2982 kW and 2485 kW respectively, which have been operating uninterruptedly for over 17 years without any allegation of deficiency or inadequacy.
- 8.6 It is also pertinent to note that at the time when the said project was developed and completed, there existed no requirement under the prevailing regulatory framework for approval of an Electrification Plan. The load for the said project was sanctioned in accordance with the norms applicable at the time, and the Respondent has, at no point since then, raised any issue with regard to the adequacy of the electrical infrastructure serving the said project. The said project thus stood completed, closed, and fully operational long prior to the development of the Petitioner's present project.
- 8.7 Subsequently, the Petitioner undertook development of a new and independent project, namely "Platinum Towers", under separate licenses issued by the DTCP. For the purposes of construction of the said project, the Petitioner had obtained a temporary electricity connection in or around the year 2017.

Detailed Factual Matrix

Date	Event / Particulars	Annexure Page Nos.
26.02.2020	The Petitioner applied for a permanent electricity connection for a connected load of 2579 kW at 11 kV voltage level under HT/BDS category for Platinum Towers.	P-2 @ Pg. 132
06.03.2020	The Respondent sought clarifications regarding electrification plan, ultimate load, layout plan, and other documents.	P-5 @ Pg. 209
18.03.2020	The Petitioner promptly furnished all required documents and clarifications, completing its application in all respects.	Anx-E @ Pg.51 of Rejoinder
13.01.2022	After a delay of nearly two years, the Respondent, for the first time, alleged that the Petitioner's project formed part of a larger "scheme" along with Indian Airlines Society and sought Electrification Plan approval for the entire 36.5187 acres.	P-7 @ Pg.212
03.03.2022	The Petitioner refuted the Respondent's position, clarified that both projects are independent, and highlighted that supply at 11 kV was appropriate and that 33 kV supply was technically unfeasible due to infrastructure constraints and distance of 7.10 km from nearest substation.	P-9 @ Pg. 224
03.05.2022	The Respondent approved the Electrification Plan after an inordinate delay of over two years, imposing a condition requiring construction of 33/11 kV infrastructure based on an artificially aggregated ultimate load of 10,899.22 kW. The Electrification Plan further imposed conditions including shifting of existing connections of Indian Airlines Society and allowing Respondent to utilize "spare capacity" at its discretion.	P-10 @ Pg.232
2022 onwards	Due to delay and conditions imposed, the Petitioner was compelled to arrange alternate power supply at significant cost.	
11.02.2025	The Respondent issued the impugned notice seeking to enforce shifting of existing connections and reiterating coercive conditions imposed in the Electrification Plan.	P-11 @ Pg.239 / R-12 @ Pg.82 of Reply

8.8 The actions of the Respondent, as set out above, have resulted in severe financial prejudice to the Petitioner, and have been undertaken

in complete disregard of the applicable regulatory framework. It is in these circumstances that the Petitioner has been constrained to approach this Hon'ble Commission.

Undisputed Position

8.9 From the factual matrix set out hereinabove, a clear and unambiguous position emerges, which remains undisputed even from the Respondent's own pleadings.

8.10 It is not in dispute that,

- i. the Petitioner's earlier project, namely "Indian Airlines Society", was completed in the year 2003 and thereafter handed over to the respective Residents Welfare Association in the year 2004. Since such handover, the Petitioner has had no control over the said project, and the operation and maintenance thereof has been carried out independently by the RWA;
- ii. the said project has been enjoying two separate electricity connections granted by the Respondent, which have been functioning uninterruptedly for over 17 years without any allegation of deficiency, inadequacy, or non-compliance. (*R-1 @ Pg.63 of the Reply*);
- iii. at the time of development and completion of the said project, there was no requirement under the prevailing regulatory framework for approval of an Electrification Plan. The electrical load for the said project was duly sanctioned by the Respondent in accordance with the norms applicable at the relevant time, and the Respondent has, at no stage thereafter, questioned the adequacy of the electrical infrastructure serving the said project. The said project thus stands completed, closed, and fully operational in all respects;
- iv. the Petitioner's present project, namely "*Platinum Towers*", has been undertaken as a separate and independent development under distinct licenses issued by the Directorate of Town and Country Planning. The Respondent has itself acknowledged that the said project is a subsequent development and is not contemporaneous with the earlier project; and
- v. Petitioner applied for a *permanent* electricity connection for the Platinum Towers project for a sanctioned load of 2579 kW. Under the applicable provisions of the Supply Code, such load squarely falls within the 11 kV category, and no material has been placed on record by the Respondent to demonstrate any technical constraint which would necessitate supply at a higher voltage level.

8.11 In view of the above admitted and undisputed position, it is evident that the Respondent's attempt to retrospectively aggregate the load of a completed and independent project with that of the Petitioner's present project, and to impose fresh infrastructure obligations on such basis, is not founded on any factual or legal premise. The Respondent has neither disputed the independent existence of the two projects nor the fact that separate connections were granted and have been operating independently for nearly two decades.

8.12 Consequently, the very basis of the Respondent's case, namely the treatment of distinct developments as forming part of a single

“scheme”, stands contrary to the admitted factual position on record and is liable to be rejected at the threshold.

Submissions on behalf of the Petitioner

A. Respondent’s illegal aggregation of independent projects and consequent imposition of unwarranted infrastructure obligations

8.13 The entire foundation of the Respondent’s case rests upon an erroneous and artificially expanded interpretation of the term “scheme”, which has been employed to retrospectively club together distinct and independent projects of the Petitioner for the sole purpose of inflating the load requirement and justifying imposition of higher infrastructure obligations.

8.14 It is an admitted and undisputed position that the Petitioner’s earlier project, namely the Indian Airlines Society, was completed in the year 2003 and thereafter handed over to the respective Residents Welfare Association. The said project has since been operating independently for over 17 years with two separate electricity connections granted by the Respondent itself, without any allegation of deficiency, inadequacy, or non-compliance. The Respondent has, in its own Reply, acknowledged the existence of these independent sanction memos and has further admitted that the Petitioner subsequently undertook development of a new and independent project, namely Platinum Towers.

8.15 Despite such a clear factual position, the Respondent has sought to retrospectively treat both projects as forming part of a single “scheme”. This approach is wholly contrary to the regulatory framework governing grant of electricity connections. The concept of a “scheme”, as contemplated under the applicable regulations, is intrinsically linked to the licensed project area for which approval is sought. It cannot be stretched to include all projects developed by a particular entity across different periods of time, under separate licenses, and with independent operational existence.

8.16 The Respondent’s interpretation, if accepted, would lead to manifestly untenable consequences. Any developer undertaking multiple projects over time would be indefinitely burdened with aggregated obligations, even in respect of projects long completed and handed over. Such an interpretation finds no support either in the Supply Code or in the consistent past practice of the Respondent itself, which has historically treated each project as an independent unit for the purpose of sanction and supply.

8.17 The Respondent’s own conduct in granting separate connections to the Indian Airlines Society in 2003 conclusively establishes that the said project was conceived, approved, and supplied as a standalone development. Having treated the project as independent at the time of grant of connection, the Respondent cannot now be permitted to reopen and re-characterize the same merely to justify its subsequent imposition of additional conditions upon the Petitioner’s present project.

8.18 It is further submitted that the artificial aggregation of load has been used as a device to inflate the so-called “ultimate load” from 2579 kW

to 10,899.22 kW, thereby creating a basis to compel the Petitioner to establish 33 kV infrastructure. This exercise is neither grounded in the Petitioner's actual requirement nor supported by any technical necessity. On the contrary, it is a clear instance of regulatory overreach, undertaken solely to shift the burden of infrastructure creation onto the Petitioner.

8.19 Thus, the Respondent's entire approach of treating distinct projects as a single scheme is ex facie arbitrary, contrary to the statutory framework, and liable to be rejected.

B. Misplaced reliance on Sales Circular D-21/2020

8.20 The Respondent has sought to justify its actions primarily by placing reliance on Sales Circular D-21/2020 dated 07.09.2020. Such reliance is wholly misplaced, both on facts as well as in law, and cannot sustain the Respondent's case.

8.21 A plain reading of the said circular demonstrates that it was introduced in the context of regulating grant and misuse of temporary connections by developers, particularly in situations where interim load was being used to meet permanent consumption requirements without creation of requisite infrastructure. The circular lays down guidelines governing applications for temporary connections and provides that such applications may be considered for the "entire scheme" rather than individual licenses.

8.22 In the present case, however, the Petitioner's application dated 26.02.2020 was admittedly for grant of a permanent electricity connection for the Platinum Towers project. Further, the earlier project, namely Indian Airlines Society, already had two permanent connections granted in the year 2003, which have been functioning uninterruptedly for nearly two decades. In such circumstances, the application of a circular meant for temporary connections to a case involving a permanent connection is ex facie erroneous.

8.23 It is also a settled principle that administrative instructions or circulars cannot override statutory regulations framed under the Electricity Act, 2003. The Supply Code, having been framed by this Hon'ble Commission in exercise of its statutory powers, has binding force and governs the field. Any attempt by the Respondent to expand or alter the scope of the Supply Code through reliance on an administrative circular is legally impermissible.

8.24 The Respondent has thus sought to rely upon a circular which is not only inapplicable to the facts of the present case but is also incapable of overriding the statutory scheme. The said reliance is therefore nothing but an attempt to retrospectively justify an otherwise arbitrary decision and is liable to be rejected.

C. The requirement of 33 kV infrastructure is contrary to the Supply Code and devoid of technical justification

8.25 The Respondent's insistence on creation of 33 kV infrastructure is contrary to the express provisions of the Supply Code and is not supported by any technical necessity.

8.26 Regulation 1.4 of the Supply Code unequivocally provides that the regulations detail the obligations of the licensing and consumers with

each other and specify the set of practices that shall be adopted by the license to provide efficient, cost-effective and consumer friendly service to the consumers. However, the Respondents conduct has been completely contrary, and the electrification plan granted is neither efficient nor cost-effective and holy unfriendly to the consumer.

- 8.27 Under Regulation 3.2.1 of the Supply Code, a contracted load exceeding 50 kW and up to 5000 kVA is required to be supplied at the 11 kV voltage level. The Petitioner's sanctioned load of 2579 kW clearly falls within this bracket and, therefore, entitles the Petitioner to supply at the 11 kV level.
- 8.28 The Respondent has attempted to justify the imposition of 33 kV infrastructure solely on the basis of the artificially inflated "ultimate load", which itself is a consequence of illegal aggregation of distinct projects. Once the aggregation is set aside, the very basis for insisting upon 33 kV supply ceases to exist.
- 8.29 It is further submitted that even from a technical standpoint, the requirement imposed by the Respondent is wholly unjustified. The Petitioner had specifically pointed out the availability of an existing 66/11 kV substation located at a distance of approximately 2.6 km, which could have adequately catered to the Petitioner's requirement. Instead, the Respondent compelled the Petitioner to connect to a feeder located at a significantly greater distance, thereby imposing avoidable and excessive infrastructure costs.
- 8.30 The absence of any technical justification for creation of such excess infrastructure is also borne out from the continuing operational impact being suffered by the Petitioner. Owing to the artificial inflation of load and consequent over-sizing of the electrical infrastructure, the Petitioner is being subjected to substantial no-load losses in the installed transformers, which are directly attributable to the creation of capacity far in excess of the actual requirement of the Project. The Petitioner has, till date, suffered losses amounting to more than ₹67 lakhs on this account alone, the computation whereof, along with the technical specifications of the installed equipment has been placed on record. (Annexures C and D @ Pg. 41-50 of the Rejoinder). This continuing financial burden further demonstrates that the infrastructure imposed by the Respondent is not only unnecessary but also inherently inefficient and technically unsustainable for the Petitioner's actual load profile.
- 8.31 The Respondent has failed to provide any cogent explanation as to why the Petitioner's load could not be serviced at the 11 kV level, particularly in light of existing infrastructure. The insistence on 33 kV supply is therefore not based on any genuine technical constraint, but is merely a consequence of the Respondent's erroneous interpretation of the regulatory framework.
- 8.32 Accordingly, the requirement of 33 kV infrastructure is contrary to the Supply Code, unsupported by technical necessity, and liable to be set aside.

D. Unjust enrichment of the Respondent at the cost of the Petitioner

8.33 The actions of the Respondent have resulted in compelling the Petitioner to incur substantial expenditure on infrastructure which is neither required for its load nor intended for its exclusive use.

8.34 Pursuant to the Electrification Plan, the Petitioner has incurred a cost of approximately ₹5.07 crores towards development of 33 kV infrastructure, out of which a sum of ₹3.87 crores pertains to infrastructure in excess of the Petitioner's actual requirement of 2579 kW. The said cost was not only necessitated by the Respondent's directions but was also approved by the Respondent itself under its own estimate.

8.35 It is further submitted that, in addition to the external infrastructure, the Petitioner has also incurred substantial costs towards creation of internal 33 kV infrastructure, including installation of 33 kV, 12.5 MVA transformers, 33 kV VCB and 11 kV VCB panels. The total cost of such internal infrastructure amounts to ₹1,17,43,000/-, out of which the proportionate cost attributable to excess capacity created on account of the Respondent's directions amounts to ₹91,12,568/-. The said costs have been incurred solely due to the artificial inflation of load and are liable to be recovered from the Respondent.

8.36 Despite this, the Respondent now seeks to dispute the basis of such cost, which is impermissible. Having itself approved the cost and compelled the Petitioner to incur the same, the Respondent cannot be permitted to resile from its own position. (Annexure B @ Pg.37 of the Rejoinder)

8.37 More importantly, the Electrification Plan itself provides that the so-called "spare capacity" created as a result of excess infrastructure may be utilised by the Respondent at its own discretion. This clearly establishes that the infrastructure beyond the Petitioner's requirement is intended for utilisation by the Respondent or third parties, without any corresponding obligation to compensate the Petitioner.

8.38 This results in a situation where infrastructure created at private cost is made available for public use without compensation, which is a classic case of unjust enrichment. The Petitioner has further demonstrated that such excess capacity has led to continued no-load losses, resulting in additional financial burden.

8.39 Such an outcome is neither contemplated under the Electricity Act nor permissible under principles of equity and fairness. The Respondent cannot be allowed to derive benefit from infrastructure funded entirely by the Petitioner without bearing any cost thereof.

E. The Impugned Notice dated 11.02.2025 is arbitrary, coercive and without jurisdiction

8.40 The Impugned Notice dated 11.02.2025, whereby the Respondent has sought to compel the Petitioner to shift the existing connections of the Indian Airlines Society to the newly created 33 kV infrastructure, is wholly arbitrary, without jurisdiction, and liable to be quashed.

8.41 The so-called "option" provided under the Electrification Plan is illusory in nature. The Petitioner is effectively placed in a position

where it must either incur further expenditure to shift existing connections or forfeit the benefit of infrastructure created at its own cost. Such a condition is manifestly arbitrary and demonstrates a coercive exercise of power.

8.42 The Respondent's contention that the challenge to the notice is an afterthought is equally misplaced. The cause of action in the present case is continuing in nature, arising not only from the approval of the Electrification Plan but also from its subsequent enforcement through the impugned notice. The Petitioner has approached this Hon'ble Commission upon crystallization of prejudice, and the challenge is therefore well within time. In any case, even as per the Respondent, the Petitioner is well within the time limit of 3 years from the date of the grant of the Electrification Plan.

8.43 The impugned notice also suffers from procedural infirmities, inasmuch as it is not issued in the prescribed format and fails to disclose any substantive basis for the directions contained therein.

F. Respondent's objections on maintainability, procedure and limitation are meritless

8.44 The Respondent has raised a series of hyper-technical objections relating to alleged procedural defects, authorization, documentation, and limitation, which are wholly misconceived and devoid of merit.

8.45 The Petition has been duly authorized through a resolution of the competent body of the Petitioner company, and the affidavit filed in support thereof is in substantial compliance with the applicable regulations. (@ Pg.239 of the Petition) Any alleged defect, even if assumed, is curable in nature and cannot be used to defeat substantive rights.

8.46 Similarly, the objection regarding non-filing of documents is factually incorrect, as the relevant documents have either already been placed on record or have been subsequently filed. In any event, no prejudice has been caused to the Respondent.

8.47 The objection on limitation is equally untenable. The cause of action in the present case is continuing in nature, arising from the Respondent's repeated reliance on and enforcement of the Electrification Plan and culminating in the impugned notice dated 11.02.2025. The Petition is therefore well within limitation.

8.48 It is well settled that procedural objections cannot be permitted to overshadow substantive adjudication. The Respondent's objections are thus liable to be rejected.

G. The Petitioner is entitled to compensation for inordinate delay

8.49 It is submitted that the Respondent has failed to process the Petitioner's application within the timelines prescribed under the Supply Code and the Standards of Performance Regulations.

8.50 The Petitioner applied for grant of connection on 26.02.2020 and furnished all requisite documents within the stipulated time. Despite this, the Electrification Plan was approved only on 03.05.2022, after a delay of more than two years.

8.51 The Respondent's attempt to justify such delay on the ground that the application was incomplete or premature is wholly misconceived. The

clarifications sought were duly furnished, and the repeated queries raised by the Respondent were irrelevant to the core issue and cannot extend statutory timelines.

8.52 The delay has resulted in significant financial and operational hardship to the Petitioner, including reliance on alternate sources of electricity and delay in project execution. In terms of the applicable regulations, the Petitioner is therefore entitled to compensation for such delay.

8.53 In view of the facts and circumstances set out hereinabove, and the submissions made on behalf of the Petitioner, it is most respectfully prayed that this Hon'ble Commission may be pleased to grant the following reliefs:

- i. Direct the Respondent to withdraw and set aside the Impugned Notice dated 11.02.2025, whereby the Petitioner has been sought to be compelled to shift the existing connections of M/s Indian Airlines Pilot Co-Operative Society to the 33 kV infrastructure;
- ii. Direct the Respondent to refund the cost incurred by the Petitioner towards creation of 33 kV electrical infrastructure in excess of its actual requirement, amounting to ₹4,78,34,425/- which has been incurred solely on account of the Respondent's unlawful and arbitrary directions
(The aforesaid amount includes the proportionate cost of excess 33 kV internal infrastructure created by the Petitioner, including 33 kV, 12.5 MVA transformers, 33 kV VCB, and 11 kV VCB panels, the detailed costing whereof is being placed on record as a Chart annexed with the present Written Submissions)
- iii. In the alternative to above, allow the Petitioner to recover the cost incurred in creation of the excess 33 KV infrastructure i.e. to the extent of 8320.20 KW (10899.2 KW – 2579 KW) by allowing use of the same to other consumers through DHBVN or otherwise, on sharing basis;
- iv. Direct the Respondent to compensate the Petitioner in terms of the applicable Standards of Performance Regulations for the inordinate delay in processing the Petitioner's application for grant of electricity connection;
- v. Pass such further orders and directions as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the present case.

9. Written submissions of Respondent- DHBVNL dated 23.04.2026:

9.1 At the outset, it is submitted that the present Written Submissions being filed by Respondent- Dakshin Haryana Bijli Vitran Nigam Ltd. ("DHBVNL"/ "Respondent") in the above-captioned Petition filed by M/s Essel Housing Projects Pvt. Ltd. ("Developer"/ "Petitioner") are in addition to, and in continuation of, the detailed Reply filed on behalf of the Respondent and the arguments addressed before this Hon'ble Commission.

9.2 The present Petition, at its core, is an attempt by the Petitioner to resile from its own written representations, undertakings and

declarations made before the Respondent over a period of years, and to wriggle out of the legally binding conditions of an Electrification Plan ("EP") that was approved on 03.06.2022- an EP which the Petitioner itself consented to, did not challenge, and pursuant to which it has already developed the 33 kV infrastructure. The Petition is an afterthought, filed only after the issuance of the notice dated 11.02.2025 directing compliance with the sanctioned EP. The Respondent submits that the Petition is devoid of merit and is liable to be dismissed.

A. THE PETITIONER'S OWN ADMISSIONS ARE FATAL TO ITS CASE

9.3 Before addressing the legal submissions, it is imperative to highlight the Petitioner's own contemporaneous admissions that completely demolish the case sought to be set up in the Petition.

i. Admission of Total Colony Area- Letter dated 03.11.2020: The Petitioner vide its own letter dated 03.11.2020 written to the Superintendent Engineer, R-APDRP, DHBVNL, Hisar, unequivocally admitted: "*In this regard we submit that the total colony area of the colony Essel Towers is 36.5187 acres.*" This admission is of paramount significance for the following reasons:

a. The Petitioner itself treated the entire area of 36.5187 acres as one composite "colony" i.e. "Essel Towers", which is the description used for the complete scheme under the approved layout plan.

b. The said letter was written in the context of the meeting held at the office of the Chief Engineer, DHBVNL, Gurugram on 03.11.2020, specifically regarding the Petitioner's request for sanction of 2579 kW load for its existing group housing colony. The Petitioner described both the earlier and present development as part of the same colony entity.

ii. Consent to 33 kV Supply on Sharing Basis vide Letter dated 29.12.2021 (Annexure R-8 at page no. 73 of the reply): It is submitted that vide another letter dated 29.12.2021 (Annexure R-8), the Petitioner wrote to the Superintendent Engineer, DHBVNL, Hisar, expressly stating: "As per discussions and considering the prevailing Covid 19 situation wherein there is a slump in the present market and a financial crunch, we are ready to take the connection / supply on 33 KV line from Sector-57, Gurgaon on sharing basis with other Developer(s) in the vicinity." It is humbly submitted that this letter is a complete and unequivocal answer to the Petitioner's present contention that the requirement of 33 kV supply was arbitrary, unwarranted, and contrary to the Supply Code. The following inescapable conclusions flow from this admission:

a. The Petitioner voluntarily and expressly consented to the receipt of electricity supply at 33 kV level on a sharing basis.

b. The "sharing basis" concept what the Respondent implemented through the Electrification Plan- the infrastructure was designed on the basis of the ultimate load of the complete scheme so that capacity could be shared by the various licensees/consumers forming part of that scheme.

- c. The Petitioner's present contention that an existing 66/11 kV substation at 2.6 km could have adequately served its requirement stands negated by its own letter. If 11 kV supply was feasible and preferable, the Petitioner would not have consented to 33 kV on sharing basis.
 - iii. Undertaking dated 19.05.2022 (Annexure R-10 at Page no. 76 to 80 of the reply): In response to the Respondent's letter dated 12.05.2022, the Petitioner provided a formal undertaking dated 19.05.2022 (Annexure R-10), specifically certifying that the total land under various licenses aggregates to 36.51875 acres and acknowledging that the EP shall be approved for the complete scheme in terms of the prevailing regulations.
- B. THE ELECTRIFICATION PLAN HAS ATTAINED FINALITY AND IS NOT UNDER CHALLENGE
 - 9.4 A perusal of the prayer clause of the Petition, as well as the Written Submissions filed by the Petitioner reveals that the Petitioner has not challenged the Electrification Plan approved on 03.06.2022. It is a settled principle that a party cannot seek to enforce rights contrary to or inconsistent with an order/plan that has attained finality, without first seeking its modification or setting aside. Since the Petitioner has not challenged the EP, which was approved on 03.06.2022 with the Petitioner's consent:
 - i. The EP stands valid, binding and enforceable in its entirety.
 - ii. All conditions incorporated therein, including the requirement for switching over of the 11 kV load of M/s Indian Airlines Pilot Cooperative Society, are legally binding upon the Petitioner.
 - iii. The Petitioner, having availed the benefit of the EP (by developing the 33 kV infrastructure and obtaining the electricity connection), cannot selectively challenge only those conditions that impose obligations upon it.
 - iv. The challenge to the notice dated 11.02.2025, which merely seeks implementation of a condition of the unchallenged EP, is therefore not maintainable.
 - 9.5 The Petitioner's conduct further fortifies this position. It is an admitted fact that the Petitioner developed the 33 kV infrastructure pursuant to the EP, without raising any legal challenge to the EP at that stage. The challenge is raised for the first time only after the issuance of the enforcement notice dated 11.02.2025, i.e., after a lapse of nearly three years from the approval of the EP. As this Hon'ble Commission has consistently held, a party cannot be permitted to approbate and reprobate, having accepted the benefit of the EP, the Petitioner cannot now assail its conditions.
- C. SALES CIRCULAR D-21/2020 IS VALIDLY APPLICABLE AND BINDING
 - 9.6 The Petitioner has sought to challenge the applicability of Sales Circular D-21/2020 on the ground that its application for permanent connection was filed prior to the issuance of the said circular. This contention is wholly untenable as *Firstly*, Sales Circular D-21/2020 itself provides that developers who had taken temporary connections *before* the issuance of the Circular without submission and approval

of an EP, shall nonetheless be required to submit an application for approval of the EP. *Secondly*, the Petitioner's permanent connection had not been released at the time of issuance of the Circular. *Thirdly*, the core mandate of Sales Circular D-21/2020 that "*the electrification plan shall be considered for approval for complete scheme and not based on individual license which forms part of scheme & layout plan*", reflects a consistent regulatory policy aimed at optimal utilization of infrastructure. There is nothing arbitrary about this requirement; it prevents duplication of infrastructure, promotes efficient utilization of land and electrical capacity, and serves the public interest.

9.7 As already noticed, the Petitioner itself, in its letter dated 03.11.2020, described the total colony area as 36.5187 acres and acknowledged the existing connections thereunder. It is submitted that Regulation 4.12.2(b) of the Duty to Supply Regulations, 2020 mandates that a developer obtain approval of the electrification plan along with an execution plan before commencement of work for installation of electrical infrastructure. These provisions make EP approval a *sine qua non* for release of connection, and the EP must relate to the complete scheme as per the sanctioned layout plan. The Petitioner's contention that the earlier project (Indian Airlines Society) is a "completed and closed" project, and therefore cannot be included within the scheme, is not a valid ground to exclude it from the EP. Sales Circular D-21/2020 draws no distinction between projects completed before or after the requirement of EP came into force. The Circular categorically mandates EP approval for the *complete scheme* as per the sanctioned layout plan.

9.8 Further, as per Regulation 3.2.1 of the Supply Code, 2014, load falling between 2000 kVA and 5000 kVA may be supplied at either 11 kV or 33 kV, depending on technical considerations. The Petitioner's sanctioned load of 2579 kW (2866 kVA) falls squarely within this range. The decision to supply at 33 kV is thus within the Respondent's technical discretion and is not per se contrary to the Supply Code.

D. THE CLAIM FOR REFUND OF INFRASTRUCTURE COST IS MISCONCEIVED AND UNSUSTAINABLE

9.9 The Petitioner has claimed a refund of amount towards creation of 33 kV infrastructure allegedly in excess of its requirement. This claim is wholly untenable for the following reasons.

- i. EP not challenged: The EP was approved on 03.06.2022 and has not been challenged. The infrastructure developed pursuant to the EP, including the 33 kV arrangement based on the ultimate load of the complete scheme, was in accordance with the EP. A claim for refund is premised on the EP being incorrect, which is a position that has been expressly abandoned by the Petitioner by not challenging the EP.
- ii. No legal basis established: The Petitioner has failed to cite any specific provision, regulation, or principle entitling it to a refund of costs incurred towards infrastructure developed in accordance with an approved EP. In the absence of any such legal basis, the claim for refund has no foundation in law.

- iii. Claim unsubstantiated: The Petitioner has not furnished a proper breakup or documentary substantiation of the amounts claimed.
- iv. Spare capacity serves the Petitioner's scheme: The so-called "spare capacity" is not idle or wasted capacity, it has been created to serve the entire scheme of 36.5187 acres, including future requirements arising from the various licenses held by the Petitioner. The Petitioner itself had proposed a sharing arrangement vide its letter dated 29.12.2021. The EP accordingly provides for utilization of spare capacity by other consumers, which is the very arrangement the Petitioner had sought.
- v. No unjust enrichment: The allegation of unjust enrichment is misplaced. The Respondent has not received any private benefit at the Petitioner's cost. The 33 kV infrastructure is available to serve the entire scheme under the Petitioner's licenses. Moreover, the Petitioner is itself enjoying uninterrupted electricity supply through this infrastructure, which demonstrates that the infrastructure serves a legitimate and necessary purpose.

9.10 Further, the notice issued by the Respondent it is a lawful consequence of the Petitioner's continued violation of the conditions of the sanctioned EP. The Respondent, as a public utility, has a legal duty to ensure compliance with the approved EP, which has been designed to optimally utilize the electrical infrastructure in the area. The notice is squarely within the Respondent's jurisdiction and is consistent with the EP. The Petitioner's contention that the notice is not in the prescribed format is a technical and hyper-formal objection that cannot defeat the substantive merit of the Respondent's action.

E. THE CLAIM FOR COMPENSATION FOR DELAY IS MERITLESS

9.11 The Petitioner has claimed compensation for alleged inordinate delay in processing its application for grant of electricity connection. This claim is wholly unfounded. As already demonstrated in the Reply, the delay in approval of the EP arose solely and exclusively on account of the Petitioner's own failure to provide complete documents, comply with the requirement of EP approval for the complete scheme, and submit the requisite bank guarantee. The timeline of correspondence demonstrates that it was the Petitioner that repeatedly sought extensions, did not supply complete documents, and resisted the requirement of EP approval for the complete scheme, thereby causing all the delay. In these circumstances, the Petitioner cannot seek compensation for delay that is entirely attributable to its own conduct.

9.12 In any event, the EP was approved on 03.06.2022 and the Petitioner has been receiving electricity supply under the sanctioned connection. The claim for compensation is therefore not only legally untenable but is also factually without basis.

P R A Y E R

In light of the above submissions, the Respondent most respectfully prays that this Hon'ble Commission may be pleased to dismiss the Petition in its entirety as being non-maintainable and also devoid of merit AND uphold the validity of the Electrification Plan dated

03.06.2022 and the conditions stipulated therein, in the interest of justice.

Commission's Order:

1. The Commission examined the petition in detail along with the reply, and rejoinder, written submissions on record and heard the arguments of the Petitioner and Respondents in the above matter.
2. The primary controversy evolves on whether a distribution licensee can retrospectively aggregate the electrical load of a long-completed residential project with a new development to compel the construction of higher-voltage infrastructure. The Petitioner alleged that the Respondent grossly violated the HERC (Electricity Supply Code) Regulations, 2014, and Section 43 of the Electricity Act, 2003, by imposing arbitrary conditions during the sanctioning of the Electrification Plan (EP) for its "Platinum Towers" project.
3. The Respondent raised procedural objections under the HERC (Conduct of Business) Regulations, 2019, specifically citing non-compliance with Regulation 23 regarding the verification of pleadings by the Managing Director and the limited scope of the representative's authorization. However, the Petitioner's rejoinder argues that these are hyper-technical objections; the authorization letter from the Board's Committee on Legal and Finance sufficiently empowered the representative to perform all acts incidental to the electrification scheme, including legal challenges.
4. While contending the limitation, the Respondent submitted that the petition is barred by Article 137 of the Limitation Act, 1963, arguing the cause of action arose on 13/01/2022, when the Respondent first suggested the "scheme" concept. They cite A.P. Power Coordination Committee v. Lanco Kondapalli Power Ltd. (2016) to assert that claims cannot be entertained if they are legally barred in a regular civil suit. Conversely, the Petitioner argued the cause of action is continuing, underscored by the Electrification Plan approved on 03/06/2022, and culminating in the "impugned notice" dated 11/02/2025, which attempted to coerce the transfer of electrical loads.
5. The Respondent relied on Sales Circular D-21/2020, which mandates that electrification plans be approved for a "complete scheme" rather than individual licenses. They assert that the Petitioner's projects comprise 36.5187 acres (later revised to 43.56 acres), creating an ultimate load of 10,899.22 kW that necessitates a 33kV supply under Regulation 3.2.1 of the Supply Code. The Petitioner counters that its "Indian Airlines Society"

project was completed in 2003—before current EP regulations existed—and has operated independently for 17 years under two 11kV connections. They argued that Platinum Towers is an independent project with a separate DTCP license (No. 32 of 2009) and a load of only 2579 kW, which entitles it to an 11kV supply as per the Supply Code for loads up to 5000 kVA. The Petitioner cites the principle against unjust enrichment, referencing *Mrs. Kailash Suneja v. Appropriate Authority* (1998), to argue they were forced to incur an additional cost of ₹3,87,21,857/- for infrastructure that primarily benefits the Respondent's network or third parties.

6. The Respondent's defense lies in the Petitioner's correspondence. On 29/12/2021, the Petitioner wrote to DHBVN stating they were "ready to take the connection/supply on 33 KV line... on sharing basis" due to market conditions. The Respondent argued this is an admission that estops the Petitioner from now claiming that 33kV is technically unfeasible or unauthorized. Furthermore, the Respondent maintains that Section 43 of the Electricity Act only mandates supply within one month for applications "complete in all respects," which they argue the Petitioner's application was not, as it lacked an approved EP for the entire scheme. They deny any liability for compensation under the Standards of Performance Regulations, 2020, arguing the delay was caused by the Petitioner's failure to provide documentation and rectify land area discrepancies.
7. The Commission, therefore directs the Respondent to withdraw the Impugned Notice dated 11.02.2025, seeking Petitioner to switch over the connections of M/s Indian Airlines Pilot Co-Op Society to the 33 kV level. Further, the validity of the Electrification Plan dated 03.06.2022 and the conditions stipulated therein are upheld. However, in view of the difficulties being faced by the Petitioner and Clause 4.16.9 of HERC (Duty to Supply Electricity on Request and Power to Recover Expenditure and Power to Require Security) (2nd Amendment) Regulations, 2023 which provides "*Where electrification plan has already been approved on 11kV and adequate infrastructure for the ultimate load at 11 kV has been created, the cost for switching over from 11 kV to 33 kV shall be borne by the Licensee....*", DHBVN is directed to switchover the load of Connection-1 (2982 kW) and Connection-2 (2485 kW) of M/s Indian Airlines Pilot Co-Op Society to the 33 KV level at its own cost. The Petitioner shall not bear any cost of such shifting.

8. Upon such shifting, the connection 1 & 2 at 11 KV level shall stand surrendered and in compliance to clause 4.10 of Duty to Supply Regulation which provides that (*All equipment except the meter (if supplied by the applicant), notwithstanding that whole or a portion thereof has been paid by the consumer, upon energization, shall become the property of the licensee*) 11 KV capacity / infrastructure so vacated shall stand released. The vacated 11 KV capacity / infrastructure shall thereafter be utilized by the Respondent as per the applicable rules, regulations and system requirement.
9. The Petitioner is not entitled to retain both the 11 kV and 33 kV capacities in any manner exceeding the sanctioned cumulative load of the all the three connections (the scheme). If any surplus capacity remains at 33 kV after shifting, the same shall be dealt with by the Respondent in accordance with law and the approved scheme. The claim of Petitioner for refund of ₹3,87,21,857/- or any other compensation is rejected.
10. The petition is disposed of, in above terms.

This order is signed, dated and issued by the Haryana Electricity Regulatory Commission on 14/05/2026.

Date: 14/05/2026	Sd/- (Shiv Kumar)	Sd/- (Mukesh Garg)	Sd/- (Nand Lal Sharma)
Place: Panchkula	Member	Member	Chairman