

JPR 5-100

**JAIPUR VIDYUT VITRTAN NIGAM LIMITED
(COMMERCIAL WING)**

No.JP-Discom/CE(C)/SE(C)/F.4(77)/D. 1947 19-12-02

ORDER

Sub: Amendment in the scheme for settlement of cases of theft of energy & malicious interference with the metering equipment in lieu of cash compensation.

The erstwhile Board vide No.RSEB/CE-DCO/F.4(77)/D.118221 dt. 24.7.90 modified vide No.1050dt. 21.2.91 had introduced a scheme for settlement of compensation in case of theft of energy. It was prescribed therein that in cases of theft of energy the section under -39 and 44 of the Indian Electricity Act-1910 may not be reported to the Police provided the offender (consumer) is willing to settle the case and voluntarily make the payment of the charges mentioned and prescribed therein within 7 days from the date of detection of theft case. In the subsequent orders, the rates prescribed for various categories of consumers for cash compensation of theft were revised. The last revision in various categories of consumers in the matter of one time settlement was done vide Jaipur Discom's Order No.1034 dt. 1.7.01 bearing No.JPR 5-30.

The basic idea for introducing the scheme for settlement of compensation in case of theft of energy was to reach a compromise/settlement with the consumer instead of lodging FIR with the Police Thana against the offender consumer for legal action. This scheme was an optional scheme and it was for the consumer to voluntarily opt for it in cases of theft of energy and agrees to deposit cash compensation as per the prevailing rates prescribed for the purpose. It was very clearly defined in the initial order dt. 24.7.90 issued by the erstwhile Board that an act of theft of energy is an offence which is not compoundable under the provisions of CRPC (Criminal Procedure Code).

In order to allay all doubts it is clarified that in case of theft of energy, the settlement reached with the consumer by receiving compensation amount in cash for not reporting theft cases to the Police is purely voluntarily for the consumer and is only a settlement/compromising amount and should not be termed and confused as compounding of the case. Accordingly the word "compounding charges" wherever appearing in various orders of erstwhile Board/Jaipur Discom in the