

COMML. JDP/151**JODHPUR VIDYUT VITRTAN NIGAM LIMITED
(DEPTT.OF COMMERCIAL OPERATIONS)**

NO: JdVVNL/Dy.CE/HQ/(Comml.)/JU./F.

/D. 255-9

Dt. 01/01/03

ORDER**Sub: - Amendment in the scheme for settlement of case 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.1050 dated. 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 Jodhpur Discom's Order No. 608 dated 13/07/2001 bearing No.Comml./JDP-52 and Corrigendum bearing No. Comml.JDP-77 dated 21/11/2001 was issued to use the Word Compensation instead of Word Compounding as appearing in Circular No.52.

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 case 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 Cr.PC (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/Jodhpur Discom in the matter of introduction of scheme of settlement of the cases of theft of settlement case be read as **"compromising/settlement charges"** from the date of inception of the scheme".


(H.S.DEORA)
Dy.CHIEF ENGINEER (HQ)
JODHPUR DISCOM:JODHPUR

Copy submitted/forwarded to the following, for information and necessary action:

- 1) The Secretary(Energy), Govt. of Rajasthan, Jaipur.
- 2) The Zonal Chief Engineer(O&M/JDZ/BKZ), JdVVNL, Jodhpur/Bikaner.
- 3) The Financial Advisor/Chief Accounts Officer, JdVVNL, Jodhpur.
- 4) The Addl. Chief Engineer(Power), RIICO, Jaipur.
- 5) The Superintending Engineer(O&M/CC/DC/PP&M/MM&C/M&P/BFL), JdVVNL, Barmer/Ganganagar/Bikaner/Jaisalmer/Jodhpur/Churu Hanumangarh/Pali.
- 6) The Sr.Accounts Officer(O&M/MM/Audit), JdVVNL, Jodhpur/Bikaner.
- 7) P.S. to Hon'ble Energy Minister, Govt. of Rajasthan, Jaipur.
- 8) Dy.Superintendant of Police(Vigilance(CC-DC)), JdVVNL, Jodhpur. Bikaner
- 9) The Company Secretary/Dy.Director(P&A), JdVVNL, Jodhpur. Bikaner.
- 10) The Executive Engineer(L.C./MIS./Training/IA/Vig(CC/DC.)), JdVVNL, Jodhpur/.....
- 11) The Executive Engineer(O&M/REC/DD/City-I-II/A-B-C Zone), JdVVNL, Jodhpur/..... Withspare copies for distribution amongst all the AENs/JENs /AROs under your control.