APHC010523652026

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)

WEDNESDAY, THE 14th DAY OF OCTOBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 28526 OF 2026

Between:

1. OSWAL MINERALS LIMITED, Having its Registered Office at 8/11, Police Station Road, Pallavaram, Chennai - 600 043, AND Having its industrial unit at Ravivalasa Village, Tekkali Mandal, Srikakulam District, Andhra Pradesh - 532 212, With Service Connection No. SKL-762 Represented by its Authorised Signatory, N.Sankarayya

...Petitioner

AND

1. THE STATE OF ANDHRA PRADESH, Represented by its Principal Secretary, Energy Department, Secretariat, Velagapudi, Amaravati, Guntur District-522238.

2. The Eastern Power Distribution Company of Andhra Pradesh Limited APEPDCL, Represented by its Chairman AND Managing Director, Corporate Office, P and T Colony, Seethammadhara, Visakhapatnam-530013.

3. The Chief General Manager Commercial, APEPDCL, Corporate Office, P AND T Colony, Seethammadhara, Visakhapatnam-530013.

4. The Superintending Engineer Operation, APEPDCL, Operation Circle, Srikakulam-532001.

5. The Executive Engineer Operation, APEPDCL, Operation Division, Tekkali, Srikakulam District-532201.

...Respondents

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue an appropriate Writ, order or direction, more particularly one in the nature of a Writ of Mandamus declaring Proceedings No. CGM /Comml /EPDCL /VSP /GM /C/E-358857/D.No.1/1016286/26 dated 11.08.2026 issued by the Respondent No. 3 herein to the extent it defers the implementation of the deration of the balance CMD of 10,000 KVA to 14.11.2026 instead of 04.09.2026 (viz., date of expiry of one year period of HT Agreement dated 14.08.2026) and consequently directing the levy / payment of demand charges on the un-derated CMD of 12,000 KVA for the period on and from 04.09.2026, as being illegal, arbitrary, without jurisdiction, contrary to the GTCS and the HT Agreement dated 14.08.2025, and violative of Articles 14 and 19(1)(g) of the Constitution of India and consequently direct the Respondents herein to give effect to the entire approved deration of the Contracted Maximum Demand from 12,000 KVA to 1,000 KVA with effect from 04.09.2026, and to re-compute, withdraw and refrain from levying or recovering any monthly minimum charges in excess of 1,000 KVA for the period from 04.09.2026,witb respect to Service Connection No. SKL-762

IA NO: 1 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased suspend the operation of the impugned Proceedings vide Proceedings No. CGM/ Comml/ EPDCL/ VSP/ GM/ Cl E- 358857 /D. No.1 /1016286/ 26 dated 11.08.2026 issued by the Respondent No. 3 dated 11.08.2026, to the extent it defers the deration of the balance 10,000 KVA to on or after 14.11.2026 and directs the levy! payment of demand charges on any Contracted Maximum Demand in excess of 1,000 KVA for the period on and from 04.09.2026

IA NO: 2 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased direct Respondents NOT to take any coercive steps including the disconnection of service connection and levy and recover of any demand towards demand or Monthly minimum charges computed in in excess of 1,000 KVA against HT Service Connection No. SKL-762 for the period from 04.09.2026

Counsel for the Petitioner: CKR ASSOCIATES

Counsel for the Respondents: GP FOR ENERGY Counsel for the Respondents:V V SATISH (SC for APEPDCL)

The Court made the following order:

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 28526 OF 2026

ORDER:-

This Writ Petition is filed under Article 226 of the Constitution of the India seeking the following reliefs:-

> *"to issue an appropriate Writ, order or direction, more particularly one in the nature of a Writ of Mandamus declaring Proceedings No.CGM/Comml/EPDCL/VSP/GM/C/E-358857/ D.No.1/1016286/26 dated 11.08.2026 issued by the Respondent No.3 herein to the extent it defers the implementation of the deration of the balance CMD of 10,000 KVA to 14.11.2026 instead of 04.09.2026 (viz., date of expiry of one year period of HT Agreement dated 14.08.2026) and consequently directing the levy / payment of demand charges on the un-derated CMD of 12,000 KVA for the period on and from 04.09.2026, as being illegal, arbitrary, without jurisdiction, contrary to the GTCS and the HT Agreement dated 14.08.2025, and violative of Articles 14 and 19(1)(g) of the Constitution of India and consequently direct the Respondents herein to give effect to the entire approved deration of the Contracted Maximum Demand from 12,000 KVA to 1,000 KVA with effect from 04.09.2026, and to re-compute, withdraw and refrain from levying or recovering any monthly minimum charges in excess of 1,000 KVA for the period from 04.09.2026, with respect to Service Connection No.SKL-762 and pass such other order or orders…."*

2. Heard the learned counsel for the petitioner and learned Standing Counsel for the respondents.

3. The case of the petitioner herein is that the petitioner entered an agreement dated 14.08.2025 with the respondent-Corporation for supply of electricity power for a maximum load not exceeding 12000 KVA in a phased manner as per the terms of the agreement.

4. Clauses 2, 5, 6, 7, 10 of the Agreement of Supply of Electricity at High Tension dated 14.08.2025 as well as Clauses 5.9.3.2 and 5.9.4.2 of the

General Terms and Conditions of Supply (hereafter referred as 'GTCS'), are extracted hereunder:

> *"**2. Load/ Maximum Demand***
>
> *Option: A: (Lump sum Demand)*
>
> *I/ We agree to take from the Company, electric power for a maximum Load not exceeding 12000 KVA in phased manner i.e., 1st phase CMD of 1000 KVA immediately, 2nd Phase CMD 11000 KVA within 3 months after release of 1st phase CMD which shall be taken to be my/our Contracted Demand for our exclusive use for the purpose above mentioned, at our Mills/Factory/Premises situated at SYNo.64, 62 RAVIVALASA VILLAGE, TEKKALI MANDAL, SRIKAKULAM DISTRICT.". My/Our Contracted load shall be 12000 KVA in phased manner i.e.. 1st phase CMD of 1000 KVA immediately, 2nd Phase CMD 11000 KVA within 3 months after release of 1st phase CMD. I/We shall not effect any change in the Maximum demanded Contracted Load without prior intimation to the company.*
>
> ***5. Date of coming into force of the Agreement.***
>
> *I/We shall begin/take electrical energy from the Company under the conditions of this Agreement within three months, from the date of issue of intimation in wiring to me/us by the Designated Officer of the company that supply of electrical energy is available. The provisions of this Agreement shall be deemed to come into force from the date of commencement of supply of energy or the date of expiry of three months notice above referred to whichever is earlier.*
>
> ***6. Period of Agreement***
>
> *I/We undertake to avail supply for a minimum period of One year from the date this Agreement comes into force.*
>
> ***7. Termination of the Agreement***
>
> *I/We shall be at liberty to determine the Agreement by giving in writing One month notice expressing such intention at any time*

after the period of One year. If for any reason, I/We choose the One month to derate/ terminate the agreement before the expiry of the minimum One year period of the Agreement, the deration/ termination will be done with effect from the date of expiry of the One month notice period or expiry of the initial One year period whichever is later.

10. Monthly Minimum Charges.

I/we shall pay minimum charges every month as prescribed in tariff, and the General Terms and Conditions of supply even if no electricity is consumed for any reason whatsoever and also if the charges for electricity actually consumed are less than the minimum charges. The minimum charges shall also be payable by me/as even if electricity is not consumed because supply has been disconnected by the Company because of non-payment of electricity charges. Theft of Electricity or Unauthorized use of Electricity or for any other valid reason.

Clauses 5.9.3.2 and 5.9.4.2 of the General Terms and Conditions of Supply

5.9.3.2 :- Period of HT Agreement: *The minimum period of HT Agreement for supply at High Tension shall normally be one year from the date of commencement of supply. The Agreement shall continue to be in force till it is terminated by the consumer or by the Company as provided in clause 5.9.4.2 hereof.*

Provided that where an agreement is amended or a revised agreement executed pursuant to sanction of an additional load / demand, the minimum period liability for the additional load shall commence from the date of commencement of supply for the additional load / demand.

5.9.4.2:- Deration of CMD or Termination of Agreement in respect of HT Supply: *The consumer may seek reduction of contracted maximum demand or termination of the HT Agreement after the expiry of the minimum period of the*

Agreement by giving not less than one month notice in writing expressing his intention to do so.

However, if for any reason the consumer chooses to derate the CMD or terminate the Agreement, before the expiry of the minimum one year period of the Agreement, the CMD will be derated or the Agreement will be terminated with effect from the date of expiry of the initial one year period of the Agreement or after expiry of one month notice period whichever is later. The Company can also terminate the HT Agreement, at any time giving one month notice if the consumer violates the terms of the HT Agreement, or the GTCS or the provision of any law touching the Agreement including the Act and rules made thereunder, and AP Electricity Reforms Act, 1998. On termination of the HT Agreement the consumer shall pay all sums due under the Agreement as on the date of its termination."

5. Learned counsel for the petitioner submits that on perusal of the clauses as extracted above, the petitioner herein is entitled for deration of maximum load after a period of one year from the date of commencement of agreement or one month notice period whichever is later. Therefore, the petitioner is entitled for deration from 04.09.2026. He further submits that the clauses of the agreement as mentioned above are also in consonance with the Clauses 5.9.3.2 and 5.9.4.2 of the General Terms and Conditions of Supply. He further submits that as per the above conditions the petitioner is entitled to have deration of CMD from 14.08.2026 but contrary to the terms of the agreement as well as clauses of the GTCS, the 3rd respondent herein issued impugned proceedings dated 11.08.2026 observing that the petitioner is entitled deration of CMD from 04.09.2026 in respect of 1000 KVA and 14.11.2026 in respect of 12000 KVA.

6. On the other hand, learned Standing Counsel for the respondents submits that Clause 2 and Clause 5 of the agreement indicates that the supply of energy would be the criteria for commencement of the agreement. Therefore, the supply of energy was commenced on 04.09.2025. Hence, the agreement commenced from 04.09.2026 till one year period. Therefore, the petitioner is not entitled to seek for deration from 14.08.2026 as canvassed. But, the entitled from 04.09.2026 in respect of first phase 1000 KVA. As far as the second phase 12000 KVA is concerned, the commencement of energy started from 14.11.2026. As such the petitioner can avail the deration of CMD only from 14.11.2026. Even by considering the Clause 5.9.3.2 of the GTCS as extracted above, it indicates that the agreement for supply at high tension service shall normally be one year from the date of commencement of supply. The Agreement shall continue to be in force till it is terminated by the consumer or by the Company as provided in clause 5.9.4.2. Therefore, commencement of agreement is intact with the commencement of supply of energy. In the instant case the commencement of supply was happened on 04.09.2026 for the first phase and for second phase it was on 14.11.2026. Hence, the petitioner is entitled for deration in respect of 1000 KVA from 04.09.2026 and 12000 KVA from 14.11.2026. Therefore, the impugned proceedings issued by the respondent No.3 does not warrants any interference of this Court.

7. Heard the learned counsel for both the parties and perused the material placed on record. The fact remains that the petitioner entered an agreement

with the respondents corporation on 14.08.2025 for supply of energy in a phased manner i.e., 1000 KVA, 11000 KVA and 12000 KVA. Clause 2 of the agreement clarifies that the minimum period of agreement is for a period of one year. Clause 5 clarifies that the agreement deemed to be commenced from the supply of energy. Both read together, in the instant case the agreement was commenced from 04.09.2025. In fact the petitioner submitted his letter dated 11.07.2026 for deration of CMD from 12000 KVA to 1000 KVA. As per clause 5.9.4.2. of the GTCS, which clarifies that the consumer can seek reduction of CMD after the expiry of the minimum period of the Agreement by giving not less than one month notice in writing expressing his intention. In compliance of the same, the petitioner herein submitted his application for deration on 11.07.2026. The same should be considered after expiry of minimum period of one year from the date of commencement of agreement. As contended by the learned Standing Counsel since the supply of energy started in a phased manner, the respondents are entitled to collect minimum charges as per clause 10 of the agreement till 14.11.2026, which is a minimum period of commencement of one year from the agreement of supply of 10000 KVA is not valid and sustainable. After cumulative reading of clause 5 of the agreement as well as Clause 5.9.4.2 of GTCS, the petitioner herein is entitled for deration of CMD from the date 04.09.2026. Hence, the impugned proceedings dated 11.08.2026 issued by the respondent No.3 is contrary to the terms of the agreement as well as Clause 5.9.4.2 of the GTCS. Hence, the impugned proceedings are liable to bet set aside.

8. In view of the forgoing discussion, the Writ Petition is disposed of by setting aside the impugned proceedings dated 11.08.2026 issued by respondent No.3 and directing the respondents to grant deration of CMD to the petitioner from the date of 04.09.2026. Further, the respondents are directed to consider the objections of the petitioner if any, and also receive the payments of regular C.C. bills for the months September and October and after receipt of such payment restore the electricity service connection of the petitioner in accordance with law. There shall be no order as to costs.

As a sequel, miscellaneous applications pending, if any, shall also stand closed.

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VENKATESWARLU NIMMAGADDA, J

Date:14.10.2026
Note: C.C. by 16.10.2026
B/o.TPS/BSP

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THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 28526 OF 2026

Date:14.10.2026
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