HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
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In the matter of:

M/S Prime Steel Industries Pvt Ltd., Village Bated, Baddi-Barotiwala Road, Barotiwala, District Solan, HP-174103 - Complainant

Vs

1. **Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004**
2. **The Assistant Executive Engineer (E), Electrical Sub-Division, HPSEBL, Barotiwala, District Solan, HP-174103**
3. **Sr Executive Engineer, Electrical Division, HPSEB Ltd, Baddi, District Solan, HP-173205**

- Respondents

Complaint No. 02/2021, Registered on 02/03/2021
(Decided on 03/08/2021)

CORAM

Er. K.L.Gupta
HP Electricity Ombudsman

Counsel for:

The Complainant: **Sh. Rakesh Bansal**
The Respondents: **Sh. Anil Kumar God Advocate, Sh. Kamlesh Saklani Law Officer**

Order

The case was received and registered on 02/03/2021. The case was first listed for admission hearing on 27/03/2021. The Respondents were to file their reply by 20/03/2021 and the Complainant was to file his rejoinder by 27/03/2021. The Respondents sought 15 days extension in filing the reply although not on proper format but was granted. The Respondents were to file their reply on re-scheduled date 24/04/2021 and the Complainant was to file his rejoinder by 30/04/2021. The case was further listed for hearing on 07/05/2021.

Due to Covid 19 Pandemic Lockdown announced by the HP Govt w.e. from 07/05/2021 till 30/05/2021, the hearing was postponed and re-listed for 26/06/2021. The Respondents were directed to file their reply, which was not received by 24/04/2021, by 23/06/2021 and the Complainant was to file his rejoinder by 26/06/2021. The Respondents failed to submit their reply even by 23/06/2021 and sought another extension. The Respondents were

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directed to file their reply by 03/07/2021 and the Complainant was to file his rejoinder by 09/07/2021 and the case was listed for arguments on 15/07/2021.

The reply from the Respondents was received on 06/07/2021 and the Complainant filed his rejoinder through email on 13/07/2021 and filed original copy on 15/07/2021. The orders were reserved. Hence the delay.

A – Brief facts about the case:

1. M/S Prime Steel Industries Pvt Ltd., Village Bated, Baddi-Barotiwala Road, Barotiwala, District Solan, HP-174103 has filed an application through Sh. Megh Raj Garg (hereinafter referred to as 'The Complainant') under Regulation 28 (1) (b) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the Consumer Grievance Redressal Forum orders passed on 18/12/2019 in Complaint No. 1453/4/19/059, dated 25/11/2019.

2. The Complainant has requested to quash the demand notice dated 16/11/2019 raised by the Respondents for Rs 2,52,69,000/- for IDC or modify the orders passed by the Forum and direct the Respondents not to raise the demand again till the additional load sought by the Complainant is in excess of 22214 kVA, originally sanctioned alongwith cost of the Complaint.

B – The Complainant's submissions:

PROLOGUE/BACKGROUND

1. The Complainant submits that he is a private limited Company duly incorporated under the Companies Act and has a factory located under Barotiwala sub-division for manufacture of steel products. The Company had in the year 2019 acquired the assets of the previous owner of the factory, M/s Shri Rama Steels Ltd. from the Himachal Pradesh Financial Corporation (HPFC). Himachal Pradesh Financial Corporation had acquired all the assets of M/s Rama Steels Ltd. under the powers conferred to it by State Financial Corporations Act, 1951, after Rama Steels Ltd. defaulted in repayment of term loans availed from HPFC. After acquiring the rights over all the assets of the defaulting Company i.e. M/s Rama Steels Ltd., HPFC took over the charge of the assets and put up the assets for sale/ auction/ settlement in order to recover the outstanding amount of loan and interest thereupon. The previous owner introduced him, Prime Steel Industries Pvt. Ltd. as buyer to HPFC. The Complainant submits that he negotiated and agreed to purchase the assets of Rama Steels Ltd. for a consideration of Rs. 16 crores, without any previous outstanding liability that might have remained outstanding with HPFC after the adjustment of sum paid byhim. The detailed terms and conditions were laid down in the sales deed dated 07/03/2019, which included specific mention that the buyer will have

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right over the assets in respect of the electricity connection of the defaulting Company including security, IDC and other amounts as well as the dedicated 132 kV line that was created at the cost of the defaulting Company. Whereas, under the arrangements incorporated in the sale deed the entire liabilities in terms of dues and arrears, present and future, continued to be the liability of the defaulting borrower Company, whereas the rights in respect of defined set of assets was exclusively transferred and vested with the him i.e. M/s Prime Steel Industries Pvt. Ltd.

2. The Complainant submits that that Complaint No. 1453/4/19/059 was filed before the Forum challenging the demand notice dated 16/11/2019 for Infrastructure Development Charges amounting to Rs. 2,52,69,000/- on various grounds submitted in the Complaint. The Ld. Forum without going into the merits of the case, decided the Complaint for different reasons and ordered that the impugned demand notice be kept in abeyance till the conclusion of the Civil Suit No. 31 of 2016 under proceedings before the Himachal Pradesh High Court. The Forum observed as below:

   "From the above discussions, it is clear that the Respondent Board is seeking IDC from the present Complainant because old arrears of the predecessor Company are still pending realisation. But it is also an admitted fact that the Respondent Board has already moved the Hon'ble High Count of H.P. for recovery of these old arrears. Keeping all this in view and without going into the question whether the IDC is required to be paid by the new Consumer/ Present Complainant or not, the Forum orders that the above Demand Notice dated 16/11/2019 be kept in abeyance till the Civil Suit No. 31/2016 pending before the Hon'ble High Court of H.P is decided, because if the Respondent Board succeeds in releasing the old arrears from the predecessor of the Complainant, before the Hon'ble High Court, then the question of seeking IDC through the package, offered by the Respondent Board, will not arise. "

3. The Complainant submits that the Complaint is being filed with delay beyond the time period of thirty days allowed under the regulations. He has prayed for condonation of delay under powers conferred to the Hon'ble Ombudsman under the provision to Regulation 33 (f) of the HPERC (CGRF & Ombudsman) Regulations, 2013 in the accompanying application. As the CGRF has not assessed any amount to be deposited by him, he is not required to deposit any amount under regulation 33 (g) before approaching the Hon'ble Himachal Pradesh Electricity Ombudsman. The Complainant submits that he has deposited the fee of Rs. 1,000/- applicable to EHV Consumers, the proof of which is also attached with this Complaint.

4. The Complainant submits that he is aggrieved by the decision of the Forum and is thus approaching this Hon'ble Ombudsman under Regulation 28(1)(b) to quash or modify the orders as per assessment of the grievance by the Hon'ble Ombudsman.

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5. The Complainant submits that M/s Shri Rama Steels Ltd. was an EHT Consumer connected at 132 kV Voltage from Jharmajri 132 kV sub-station of HPSEBL. The unit closed down in the year 2013 due to financial hardships and defaulted in the loan payments to HPFC. Due to non-payment of monthly bills, a temporary disconnection was ordered and executed on 07/03/2013 which was permanently disconnected later.

6. The Complainant submits that Shri Rama Steels Ltd. before disconnection had a sanctioned power connection having load of 19991.7 kW with a Contract Demand of 22214 kVA, which in the past had been allowed by the Respondents after merger of two more units with power connection of Shri Rama Steels Ltd. while the consolidated power connection was shifted to 132 kV voltage through the dedicated 132 kV line constructed at the cost of Shri Rama Steels Ltd. The member units that were merged into the resultant connection had applied for power connections before 01/04/2005.

7. The Complainant further submits that no dues on account of Infrastructure Development Charges in respect of previous owner Shri Rama Steels Ltd, are pending as per his knowledge. However, he knows that his predecessor had deposited a sum of Rs. 23,00,000/- on 24/08/2004 towards IDC at the time of application for PAC.

8. The Complainant submits that at the time of financial default of predecessor, the HPFC demanded and overall statement of account of dues/ security of Shri Rama Steels Ltd. from the Respondents. The Respondents vide their letter in the year 2013, informed HPFC that Rs. 1,56,02,798/- were lying surplus after the adjustment of all dues against the security of Rs. 2,21,28,000/- provided by the predecessor Company.

9. The Complainant submits that after purchasing the unit from HPFC, the detailed terms of which are laid in the sale deed attached with this Complaint, he approached the Respondents for a power connection of 19991.7 KW with 12700 kVA of Contract Demand, which was denied by the Respondents citing the outstanding liabilities of the predecessor Company and demanded the same to be cleared by him. The Complainant submits that he approached the Forum, who directed the Respondents to provide electricity connection to him.

10. The Complainant submits that the Respondents thereafter issued another demand notice on 16/11/2019 demanding Infrastructure Development Charges at normative rates as per HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 demanding a sum of Rs. 2,52,69,000/-. He challenged the demand notice before the CGRF vide Complaint No. 1453/4/19/059. The Ld. Forum disposed the Complaint on 18/12/2019.

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11. The Complainant submits that the orders dated 18/12/2019 passed by the Forum in Complaint No. 1453/4/19/059 being vague, unjustified and unreasonable; there is no connection of the Complaint with the civil suit 31/2016, he thus is challenging these orders in the present Complaint.

12. The Complainant submits that he approached the Respondent for further increase of Contract Demand from 12700 kVA to 14000 kVA in the month of December 2020. The Respondents once again issued demand notice for normative IDC for the additional 1300 kVA. He deposited an amount of Rs. 26.00 lacs of IDC under protest. And now he has approached CGRF in a fresh Complaint for refund of Rs. 26.00 lakhs recovered by the Respondents as IDC towards increase of 1300 kVA.

CONTENTIONS OF THE APPELLANT/ COMPLAINANT

Whether he is liable to pay Infrastructure Development Charges upto a load of 19991.7 KW and upto a Contract Demand of 22214 kVA, that was sanctioned in favour of the predecessor Company?

Terms of Sale Deed executed with HPFC:

13. The Complainant submits that in terms of the clause 2 (v) of Deed of Sale dated 07/03/2019, HPFC declared that the entire property stands transferred to buyer i.e. M/s Prime Steel Industries Pvt. Ltd. and is free from all encumbrances and in case any dispute arises qua this, the Seller HPFC shall be bound to clear such encumbrance at its own cost and shall keep the BUYER indemnified at all times. Also, in terms of **clause (vii) of the said deed** of sale dated 07/03/2019 the following rights and amenities shall vest in the buyer;

"a. existing NOC, consent to operate obtained from State/ Central Pollution Control Board for production of MS Ingots/Billets (32000 MT and 60000 MT = total 92000 MT), and TMT Bars, Angle, Channel etc. (81,600 MT);

b. existing connected power load of 19991.7 KW (say 20 MW) along with security and IDC deposited with the Himachal Pradesh State Electricity Board;

c. exiting rights over private transmission lines to 132 kVA Grid;"

Clause 2 viii) *of the deed of sale provides that all dues and arrears of electricity department will continue to be the liabilities of those borrower Companies and the assets transferred by HPFC to the BUYER will be free from all such encumbrances and liabilities.*

Clause 2 ix) *That the BUYER shall be entitled to refund of security and any other amount or claim, if any, from the Himachal Pradesh State Electricity Board.*

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Clause 2 x) *That all past liabilities of the subject matter of sale will be borne and paid by the borrower companies and all future liabilities of the subject matter of sale will be borne and paid by the BUYER.*

14. The Complainant submits that in view of above, he is entitled for rights in respect of electricity connection on such assets including IDC form a part of the deed of the sale and therefore, the IDC deposited by the predecessor are deemed to have been transferred to his account. He further submits that it is also inferred from the above that he is not liable for the liabilities of the predecessor.

15. The Complainant submits that the impugned demand notice dated 16/11/2019 demanding a sum of Rs. 2,52,69,000/- seems to have been issued in view of HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 in view of the outstanding dues of the predecessor. The Respondents are indirectly linking the dues of the predecessor with the assets including land and building, in respect of which the HPFC has agreed to indemnify him in the deed of sale. Therefore, the previous dues if any, are no more his liability. The CGRF while passing the orders dated 18/12/2019 has wrongfully linked the demand notice with the liability of the predecessor and ordered to be kept in abeyance. Therefore, the demand notice should have been quashed by the Forum instead of keeping the same in abeyance depending upon the outcome of the Civil Suit No. 31 of 2016 pending before the H P High Court against the predecessor.

HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2005 and 2012 are in no way applicable to the Complainant:

16. The Complainant submits that the Power Availability and the application process for obtaining power for his predecessors' factory, was started even before the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2005 came into force, before which the IDC were chargeable at a very nominal rates prevailing in those times, which stand paid by the predecessor vide R. No. 084631 dated 24/08/2004. The Respondents are not entitled to recover IDC repeatedly on the same infrastructure from the Consumers who have discharged their liability in the past upto the level of load sanctioned to them. The CGRF while passing the orders dated 18/12/2019 has wrongfully linked the demand notice with the liability of the predecessor and ordered to be kept in abeyance. Therefore, the demand notice should have been quashed by the Forum instead of keeping the same in abeyance depending upon the outcome of the Civil Suit No. 31 of 2016 pending before the H P High Court against the predecessor.

Orders passed by Hon'ble Ombudsman in Case No. 36 of 2020:

17. The Complainant submits that in the orders passed in Case No. 36 of 2020, it has been held by the Hon'ble Ombudsman that *"the Respondent Board is not entitled to any other*

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previous outstanding amount from the Respondent No. 4 not intimated to HPFC before the sale of assets of Respondent No. 4 in line with para 2 (v) of the sale deed".

18. He further submits that it has also been ordered that the Respondents should refund the remaining amount of security after liquidation of Rs. 2,21,28,000/-, amounting to Rs. 1,56,02,798/-, to him.

19. The Complainant submits that in other words, the Hon'ble Ombudsman has established that no dues are claimable from predecessor Shri Rama Steels Limited. He further submits that even the Himachal Pradesh Supply Code, 2009 provides that once the final bill is issued after adjustment of security, the Respondents are not entitled to claim any further dues from the Consumer whose connection is permanently disconnected. The statement submitted to HPFC is as good as the final bill after adjustment of the security amount. Therefore, the claim of any dues later than the statement issued to HPFC are not maintainable, even to the extent that the Civil Suit No 31 filed by the Respondents is in defiance of rules and regulations framed under the Electricity Act, 2003.

20. The Complainant submits that the CGRF while passing the orders dated 18/12/2019 has wrongfully linked the demand notice with the liability of the predecessor and ordered to be kept in abeyance. Therefore, the demand notice should have been quashed by the Forum instead of keeping the same in abeyance depending upon the outcome of the Civil Suit No. 31 of 2016 pending before the H P High Court against the predecessor.

Prayer:

21. In view of above submissions, the Complainant firm prays **a)** to quash the demand notice dated 16/11/2019 for Rs. 2,52,69,000/- claiming Infrastructure Development Charges at normative rates as per HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012; **b)** to quash or modify the orders passed by the Forum in Complaint No. 1453/4/19/059 suitably, so that liability of the Complainant in respect of the Infrastructure Development Charges is nullified as per present provisions of regulations upto the Contract demand of 22214 kVA, which was sanctioned to the predecessor; **c)** to direct the Respondents that not again and again raise the demand notice in respect of Infrastructure Development Charges at each instance of increase in Contract demand unless and until additional load is sought by the Complainant in excess of 22214 kVA; **d)** to pass any other orders as may fit the facts and circumstances of the case; **e)** cost of Complaint to an extent of Rs. 2,00,000/- and ; **f)** call for the record of the case.

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C – The Respondents' submissions:

1. The Respondents submits that the Complainant has preferred the instant representation under Regulation 28 (1) (b) of the HPERC(CGRF &Ombudsman) Regulations, 2013 on the following inter alia reliefs:

   "4.1 To quash the demand notice dated 16-11-2019 for Rs. 2,52,69,000/- claiming infrastructural development charges at normative rates as per HPERC (Recovery of expenditure for supply of electricity) regulations, 2012;

   4.2 to quash or modify the orders passed by the Forum in Compliant No. 1453/4/19/059 suitably, so that the liability of the Complainant in respect of the Infrastructure development Charges is nullified as per present provisions of regulations upto the Contract demand of 22214 kVA, which was sanctioned to the predecessor;

   4.3 to direct the Respondents that not again and again raise the demand notice in respect of infrastructure development charges at each instance of increase in Contract demand unless and until additional load is sought by the Complainant in excess of 22214 kVA."

Preliminary submissions:

2. The Respondents submits that the representation/ Complaint of the Complainant is not maintainable in the eyes of law hence, liable to be dismissed. They submitted that the Complainant is a chronic litigant who has filed number of litigations/ Complaints before the various adjudicatory bodies constituted under the Electricity act, 2003 on the same and similar grounds just to gain the un-due advantage from the Forum/ Ombudsman. They further submit that on the receipt of an Application and Agreement form from the then Applicant, Respondents had given supply of electricity to the premises in accordance with and within the time specified in the Himachal Pradesh Electricity Regulatory Commission (Licensee's Duty for Supply for Electricity on Request) Regulations, 2004. They further submit that in the year of 2013, M/s Rama steel defaulted in the payment of the electricity dues of the Respondents, which are statutory in nature, replying Respondents had terminated the agreement executed with the Consumer i.e. M/S Rama Steel in accordance with the "Conditions of Supply" of the Respondents and upon the termination of the agreement, delayed payment surcharge as per the Tariff Order was levied up to the date of the permanent disconnection and security deposit amount was adjusted in the final bill of M/S Rama Steel at the time of the overhauling of the account.

3. The Respondents submits that as submitted by the Complainant in his Complaint that the Himachal Pradesh Financial Corporation (here in after referred as HPFC) extended loan to M/S Rama Steel and as such the firm was defaulted in repayment of the loan as advanced by the HPFC made auction of the Rama Steel in the year of 2019. The Complainant purchased the assets of the Rama Steel from HPFC and consequently, on dated

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07/03/2019, a sale deed was executed in between the parties to the sale and purchase i.e. HPFC and M/S Prime Steel Industries Pvt. Ltd. In the alleged sale deed executed on 07/03/2019, certain terms and conditions were agreed upon in between the parties to the sale deed i.e. HPFC (seller) and M/S Prime Steel Industries Pvt ltd (buyer). The Complainant has put strong reliance on the terms and conditions of the sale deed dated 07/03/2019, upon the Respondents who are performing the functions of the distribution licensee in the state of Himachal Pradesh, stating therein that Respondents/ HPSEBL are under obligation to bound by the terms and conditions of the sale deed executed in between the HPFC and the Complainant wherein the Respondents/HPSEBL is not party to the that agreement. The Complainant has misplaced and misconceived the provisions of law while insisting upon the alleged sale deed. They submit that the law on the point is very well settled that a Contract has legal effects only between its parties *(inter parties)*. While third parties may conclude a Contact for the benefit of a third party, they can never, provides for the Contractual stipulations to the detriment of a third party which is not party to Contract and in order for such stipulations to be binding on that party, that party must become a party to the Contract which contains these stipulations. They further submit that in this context of the case at hand, since the replying Respondents are not party to the Contract that has been executed in between the HPFC and the Complainant on dated 07/03/2019, rights of the Respondents cannot be detrimental by way of the Contract i.e. sale deed. Hence, the terms and conditions of the sale deed dated 07/03/2019 are *void ab initio* upon the Respondents.

4. The Respondents submits that the factual aspects of the present Complaint filed by the Complainant before this ld Ombudsman are that the Complainant preferred a Complaint before the ld Consumer Grievances Redressal Forum (herein after referred as CGRF) questioning the legality of the demand notice to the tune of Rs. 2,52,69,000/-served upon the Complainant by exercising powers under Regulation 3 and 5 of the Himachal Pradesh Electricity Regulatory Commission (Recovery of Expenditure for the Supply of Electricity) Regulations, 2012. For the sake of convenience, the Regulation 3 reproduced as under

   3. Power to recover expenditure:- subject to the provisions of this Act and these Regulations and subject further to such directions, orders or guidelines which the commission may issue, the distribution licensee is authorized to recover such expenses as may be reasonable incurred by it in providing any electric line or and the electrical plant used for the purpose of giving supply of electricity and the recoverable expenditure shall be computed in accordance with the principles contained in these regulations and at the rates approved by the commission pursuant to these Regulations.

5. The Respondents submits that hence, they served demand notice dated for the recovery of expenses in the shape of Infrastructural Development Charges at the normative rates and the associated terms and conditions approved by the Commission on the basis of the Connected Load and Contract Demand of the Complainant. Thereafter, the said recovery

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notice was ordered to be kept in abeyance by the ld CGRF in the Compliant No. 1453/4/19/059 titled as M/S Prime Steel Industries Pvt. Ltd versus the Executive Director (Pers.) and other vide order dated 18/12/2019 the Respondents/ HPSEBL however, feeling aggrieved and dis-satisfied with the order of the ld Forum where in the recovery notice for Rs 2,52,69,000/- on account of infrastructural Development Charges, preferred a Civil Writ petition No. 3705 of 2020 titled as HPSEBL Vs M/s Kundlas Loh Udyog & ors which is pending adjudication before the Hon'ble High Court of Himachal Pradesh. The Respondents further submits that the demand notice on account on the infrastructural development charges to the tune of Rs 2,52,69,000/- is correct and strictly based upon the regulations framed by the Himachal Pradesh Electricity Regulatory Commission in exercise of powers conferred by section 46 read with section 181 of the Electricity act, 2003 and all others powers enabling the Hon'ble Commission in this behalf. Hence, grounds as taken by the Complainant wherein it has been alleged that he is not liable to pay the infrastructural development charges up to level of 22214 kVA are totally fallacious, mis-conceived and ill-founded and the Complaint is liable to be dismissed.

6. The Respondents submits that the agreement of the Respondents with the predecessor of the Complainant stands terminated way back in the year of 2013 hence, the contentions of the Complainant that up to the level of 22214 kVA, Respondents cannot raise the demand, is illogical, illegal and more so hypothetical in view of the provision of law and Regulations governing the field. Hence, the Complaint preferred by the Complainant is out-rightly deserves dismissal.

7. The Respondents submits that the Complainant has not come with clean hands and has suppressed the material facts before this ld Forum hence, the Complaint is liable to be dismissed. They further submit that the Complainant has preferred the instant Complaint on the basis of the twisted and distorted facts which are far off from the reality, hence the Complaint is liable to be dismissed. Further, that the representation as preferred by the Complainant is hopelessly time bared and as such same is liable to be dismissed.

REPLY ON MERITS:

DETAILS OF REPRESENTATION, FACTS GIVING RISE TO THE REPRESENTATION

PROLOGOUE/ BACKGOURND:

8. The Respondents denied that the Respondents failed to discharge their functions as per provisions of the regulations, Supply Code, 2009 as notified from time to time by the Himachal Pradesh Electricity Regulatory Commission under the Electricity Act, 2003. In fact, the Respondents are regulated entity under the Electricity Act, 2003 and the Regulations framed by the HPERC are adhered to in its letter and spirit. They specifically denied that the terms and conditions of the alleged sale deed dated 07/03/2019 are

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applicable to the Respondents/ HPSEBL who were not party to the sale deed. For the sake of brevity and proximity, the submissions in the preliminary paras may be read as part and parcel to the reply this contention.

FACTS OF THE CASE

9. The Respondents submits that the Complainant is getting electricity supply from 132 kV Jharmajri Sub-station at Barotiwala, through 132kV transmission line which was built by M/S Rama Steel under HPERC (expenditure on supply of electricity) Regulations, 2005. They further submit that notwithstanding the line was built by M/S Rama Steel, asset became the property of the Respondents in view of the Regulations 10 of HPERC(Recovery of Expenditure for Supply of Electricity) Regulations, 2005.

10. The Respondents specifically denied that the Complainant was not aware of the liability of the M/S Rama Steel at the time of the purchasing of the said firm from HPFC. However, very interestingly, the Complainant is having well knowledge of amount that was deposited by the predecessors at the time of issuing of Power Availability Certificate (PAC), hence, all these facts lead to the safely conclusion that the Complainant is in the hand and gloves with M/S Rama Steel.

11. They further specifically denied that Respondents have ever as alleged by the Complainant, in letter in the year 2013, informed HPFC that Rs 1,56,02,798/- were lying surplus after the adjustment of all dues against the security of Rs 2,21,28,000/- provided by the predecessor Company. However, the fact of the matter is that M/S Rama Steel firstly defaulted in payment of electricity dues issued by the Respondents for the month of January,2013, and thereafter, continued to default in paying all subsequent bills raised against its account till the permanent disconnection was effected. The account of the M/S Rama Steel was overhauled after the deduction of amount of Rs 2,21,28,000/ from the security deposit and the final outstanding dues were duly reconciled and the sheet was duly signed by the Assistant Executive Engineer ESD Barotiwala and the director of M/S Rama Steel whereby outstanding amount to the tune of Rs 1,52,33,741/- was remained payable by M/S Rama Steel to Respondents/HPSEBL. They submit that for the recovery of the aforesaid outstanding dues, (along with surcharge) which are statutory in nature, Respondents/ HPSEBL has constrained to institute a Civil Suit bearing No 31 of 2016 before the Hon'ble High Court of Himachal Pradesh which is pending sub-judice. Hence, the contentions of the Complainant that Rs 1,56,02,798/- pending surplus with the HPSEBL is totally fallacious.

12. The Respondents submits that the electricity connection to the Complainant was released as a new Consumer in view of the regulations in vogue. The demand notice dated 16/11/2019 served to the Complainant towards the infrastructural charges at normative

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rates is strictly in accordance with the HPERC (Recovery of Expenditure on Supply of Electricity) Regulations, 2012.

13. The Respondents admitted that order dated 18/12/2019 passed by ld forum in Complaint No 1453/4/19/059 is vague, unjustified and unreasonable reason being that the amount involved in the said Complaint is related with the infrastructural development charges required to be paid by the Complainant on the basis of the Contract Demand and Connected Load as per regulations 2012. However, the ld forum failed to understand this vital aspect and wrongly connected the issue of the infrastructural development charges with the Civil Suit No 31 of 2016 filed by the Respondents/ HPSEBL against M/S Rama Steel Industries Pvt. Ltd which has been instituted by the HPSEBL for recovery of the outstanding dues. Hence, Respondents have challenged the legality of the order dated 18/12/2019 before the Hon'ble High Court of HP in Civil Writ Petition No 3705 of 2020.

14. The Respondents further added that Complainant is liable to pay the charges for the extension of the Contract demand from 12700 kVA to 14000 kVA in terms of the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012.

CONTENTIONS OF THE APPELLANT/ COMPLANAINT

15. **Whether the Complainant is liable to pay infrastructure development charge up to a load of 19991.7 kW and up to a Contract demand of 22214 kVA, that was sanctioned in favour of the predecessor company?**

YES; The Respondents submits that the Complainant is very well liable to pay the infrastructural development charges as demanded by the Respondents from time to time, since, the agreement entered in between the HPSEBL and M/S Rama Steel i.e. predecessor of the Complainant, stands terminated by virtue of the permanent disconnection of the electricity supply to that premises.

Terms of sale deed executed with HPFC:

16. The Respondents submits that the contention of the Complainant that the terms and conditions of the sale deed dated 07/03/2019 executed in between the HPFC and Complainant, are applicable to Respondents/ HPSEBL is ill-founded and fallacious in view of the detailed submissions in the preliminary paras, as same are not being reproduced in this para for the sake of brevity. The averments of the Complainant that impugned demand notice dated 16/11/2019 wherein demand of Rs 2,52,69,000/- was raised in view of the outstanding dues of the predecessor, are totally wrong and incorrect. They submit that aforesaid demand was raised as per HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 keeping in view the Contract Demand and Connected Load of the Complainant. As per HPERC (Recovery of Expenditure for Supply of Electricity) 5th

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(Amendment) Regulation, 2018, infrastructural development charges are required to be paid by the Complainant in corresponding to the Contract Demand and Connected Load. The Respondents submits that it is wrong and baseless averment of the Complainant that demand notice dated 16/11/2019 was ought to be quashed by the ld Forum. They however submit that Forum has also wrongly passed by the order dated 18/12/2019 by keeping the aforesaid demand notice amounting to Rs 2,52,69,000/- in abeyance till the disposal of the Civil Suit No 31 of 2016.

17. The Respondents submits that the Complainant has miserable failed to understand the true spirit of the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 by contending that HPERC (Recovery of Expenditure for supply of electricity) Regulations, 2005 and 2012 are not applicable to him. However, this ld Electricity Ombudsman may take the stock of the situation that the Respondents in the year of 2019 have agreement for supply of electricity with the Complainant hence, the provisions of the HPERC (Recovery of Expenditure for supply of electricity) Regulations, 2012 are fully applicable to the Complainant.

ORDER PASSED BY HON'BLE OMBUDSMAN IN CASE NO 36 OF 2020

18. The Respondents submits that the Complainant has wrongly placing his reliance on the order passed by this ld ombudsman in case No 36 of 2020. They submit that since Respondents have preferred a review application against the said order and this fact is very well in knowledge of the Complainant, the Complainant to the reason best known to him, has concealed this vital aspect and trying to take the undue advantage of the order cited ibid. The Respondents further submit that as stated in the very beginning submission, the Complainant is chronic litigant and he is placing reliance on the order in case no 36 of 2020 in each and every Complaint/ representation being preferred by him. Hence, until the said review as preferred by the HPSEBL is decided by this ld Ombudsman, Complainant is not legally entitled to reap the benefit of said order. Hence, the impugned demand notice dated 16-11-2019 for the recovery of Rs 2,52,69,000/- is just, legal and tenable in the eyes of law.

PRAYER

The Respondents thus prayed that keeping in view the facts and circumstances narrated herein above, the representation filed by the Complainant is devoid of any merits and may be very kindly be dismissed and Complainant be directed to honour the demand notice dated 16/11/2019 in its letter and spirit.

D - The Complainant's additional sub missions through rejoinder:

1. The Complainant submits that he at the outset repeat, reiterate and confirm all the statements and averments made by him in the Complaint and denied all the statements

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and averments made in the said reply unless and until the same are specifically admitted by him.

Preliminary Submissions:

2. The Complainant submits that the statements made by the Respondents stating that the Complainant is a chronic litigant and is seeking undue advantage by such litigation is objectionable as the Complainant is well within his rights in initiating such grievances before the CGRF and Hon'ble Ombudsman. The Respondents are in a monopoly supplier position and is habitual in suppressing the rights of the Consumers under the Electricity Act, 2003. Whereas, the rightful claim has not been given to various Consumers, only a few Consumers fight for their rights. The Respondents are trying to generate unlawful gains, which are transgressing various regulations. As only very few Consumers speak up, the Respondents is earning ineligible amounts from the Consumers who do not speak up and raise grievances, which is win-win situation for the Respondents. The Complaint filed by the Complainant is maintainable and within the ambit of applicable laws. There is no denial of the facts, which are not known to the Complainant as to how and in what manner the power connection was granted to the previous occupier of the premises purchased from the financial institution. He denied that the final bill and final dues of the previous occupier were arrived as per rules and regulations. The Respondents kept on adding the dues, which were not allowed after the PDCO and issuance of the final bill, particularly after the realization and adjustment / and encashment of the bank guarantee provided by the previous occupier.

3. The Complainant denied the submission as the Respondents have stated that the Ld. Ombudsman has erroneously held the sale deed dated 07/03/2019 as the basis of his impugned order dated 11/02/2021. The Respondents have stated repetitively in the reply that the they were not a party to the sale deed. The Respondents is not recognizing the difference between a sale agreement and a sale deed. A sale deed is purely a document for transfer of assets, whereas sale agreement is an agreement or Contract for execution of sale containing binding terms and conditions which have to be fulfilled. In the present case, the assets which stood fully acquired by the State Financial Corporation (Lending Institution) and the sale deed is merely transferring of the assets in favour of the Complainant on a settled price. The assets in terms of security deposit available with HPSEBL and other assets were transferred to the Complainant based on the account statement furnished by the Respondents to the lending institution. The lending institution has only transferred, the surplus amount stated by the Respondents themselves. As the HPFC was the seller and there were no assets belonging to the Respondents, which were being sold under the sale deed, there was actually no legal requirement of the HPFC to make the Respondents a party in the assets. If the Respondents feel that the HPFC has wrongly sold the assets, which belonged to them, then they should have raised an issue

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and challenged the actions of the HPFC in the appropriate court of law. The judgements as cited by the Respondents are not binding on the sale deed. Parties to sale deed are the persons such as seller and buyer, but not the third parties. Therefore, the Complaint filed by the Complainant is fully maintainable within the ambit of applicable law.

4. The Complainant submits that the reproduction of the Regulation 3 and 5 of the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 does not change the position taken by the Complainant and hence the contents stated in para are denied. The very contents of the Regulation 3 reproduced clearly includes the word "**reasonably incurred** by it in providing .....for the purpose of giving supply of electricity .....". As far as this regulation is concerned the very important fact is that the Respondents are required to prove that they have incurred the expenses. The existing line was recharged from the existing sub-station, the Respondents have not cited in the notice if they have actually incurred any expenditure, reasonably or unreasonably. The Respondents submits that the capital expenditure of the feeding system forms a part of the transmission system, whereas the distribution licensee is only entitled for recovering expenditure for distribution system as per HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 and as per Section 46 of the Electricity Act, 2003.

5. The Complainant submits that the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2005 had been notified by the HPERC under section 46 of the Electricity Act, 2003, which only allows the distribution licensee to recover the expenditure, meaning thereby that the distribution infrastructure required to be created for providing the supply to a consumer. In the present case there is no such expenditure incurred which is pending to be recovered. Transmission system has been defined in the Tariff Regulations as below:

   *"(cc) **"Transmission System"** means the system consisting mainly of extra high voltage electric lines having design voltage of above 33 kV, owned or controlled by the transmission licensee, and used for the purposes of the conveyance of electricity between the switchyards of two generating sets or from the switchyard of a generating set to a substation, or between substations, or to or from any external interconnection and includes all bays/equipment upto the interconnection with the distribution system, and any plant, apparatus and meters owned or used in connection with the transmission of electricity, but shall not include any part of a distribution system;"*

6. The Complainant further stated that in order on the HPERC (Recovery of Expenditure for Supply of Electricity) (Fifth Amendment) Regulations, 2005 dated 05/09/2018 in Para 2 has stated that:

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"2. The Distribution Licensee i.e. the Himachal Pradesh State Electricity Board Ltd. (HPSEBL) had proposed the amendment in regulation 10 i.e. „Restoration of Supply after Permanent Disconnection" of HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012, as per the proposal, there will be 100% rebate for the premises which has been disconnected permanently without time duration and the consumer itself or any other consumer can approach HPSEBL for restoration of supply. All the codal formalities for release of new connection as provided in the Supply Code has to be completed by the consumer and payment of requisite charges as per regulations except the normative IDC (which shall not be levied). The suggestion has been made on the premise that such charges are specific to the premises (not to the consumers) and that the new applicant has the option either to avoid payment of IDC by clearing the dues in respect of old connections on that premises or get the connection in a normal mode by paying the usual IDC.

7. The Complainant submits that from perusal of above it undoubtedly stands clarified that the IDC is related to the premises and not particularly to a Consumer. Even if a Consumer moves from the premises he cannot carry the infrastructure. Therefore, the whole intent and objective of the Commission was not to charge for same infrastructure repetitively.

8. He further stated that in Regulation 10 as amended it is stated that no IDC will be charged from a subsequent occupier under these regulations if the applicant clears all the outstanding dues, if any, against the earlier connection(s), also including those relating to the infrastructure development charges for the connection that was permanently disconnected.

9. He further submits that the phrase "all outstanding dues" means all such dues which are within the scope of the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012. The regulations being notified under section 46 of the Electricity Act, 2003, the meaning of outstanding dues cannot be extended to the billing dues, whereas it would only mean the dues which are payable under these regulations such as service line charges, departmental charges and infrastructure development charges.

10. The Complainant submits that the Respondents are mis-interpreting the meaning of dues, which essentially does not mean billing dues. How can the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2012 control the billing dues, which are generally governed by the Electricity Supply Code, 2009. HE further submits that the demand notice for 2,52,69,000/- is thus unjustified and deserves to be quashed in totality. He submits that the Respondents has submitted that they have preferred a CWP No. 3705 of 2020, in which the Respondents seem to have been incorrectly mentioned as Kundlas Loh Udyog. The Hon'ble High Court has not issued any directions in the petition so far.

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11. The Complainant denied the submissions by Respondents as the concern of the Complainant is genuine and the utilities cannot be allowed to recover the cost of the same infrastructure again and again, which will lead to undue profiting at the cost of the consumer. He denied that any facts has been distorted or twisted in the present Complaint.

12. The Complainant submits that he has explained the reasons for delay in filing the said representation in the application for condonation of delay attached with the representation. The reasons being genuine and justified the delay is reasonable to be condoned by the Hon'ble Ombudsman.

Parawise Comments on Reply on merits:

13. The Complainant denied that the assets had become the property of the licensee as per Regulation 10 of the HPERC (Recovery of Expenditure for Supply of Electricity) Regulations, 2005 as such assets stood acquired by the Himachal Pradesh Financial Corporation.

14. The Complainant denied that anything stated in the para is false and the information pertaining to deposit of IDC etc. in relation to the previous occupier is to the knowledge of the Complainant as the such record was shared during the negotiations with the Himachal Pradesh Financial Corporation in which the pervious occupier M/s Rama Steels Ltd. was also present.

15. The Complainant submits that it is a matter of record that the Respondents had informed HPFC about their outstanding and the security available with them and which has been already relied on by the Hon'ble Ombudsman in Case. No. 36 of 2020. The Respondents never contested the existence of such statement at any point of time before the CGRF or before the Hon'ble Ombudsman. The statements of account, in which other dues might have been added after the realization of security and issuance of final bill are in contravention of the Supply Code, 2009 and are not justified.

16. The Complainant submits that the Respondents on one hand are themselves connecting the previous occupier dues to the new occupier whereas, on the other hand a contradicting stand is being taken stating that the CGRF was wrong in connecting the recovery of IDC with previous dues. They want to claim IDC because previous occupier's billing dues are still outstanding. The statements in this para are contradictory and are not sustainable. However, the point of concern here is to determine, whether or not

a) any bona fide billing dues of the previous occupier were outstanding;

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b) any dues on account of infrastructure development charges and related dues were pending or not;

Contentions of the Appellant/ Complainant

17. The Complainant denied that any Infrastructure Development Charges are payable by the Complainant. He further submits that it is the submission of the Complainant also that the CGRF should have decided on the issue rather then keeping the demand notice in abeyance in view of the Civil Suit No. 31 which is lying before the Hon'ble High Court of Himachal Pradesh.

18. The Complainant submits that it has been held by the Hon'ble Ombudsman in other cases also, where in it has been ruled that the applicability of the regulations is to be decided on the basis of the date of issuance of PAC. Therefore, the contents of the para in reply are denied.

19. The Complainant submits that besides other contentions, since the Respondent has replied that the IDC notice is maintainable because the dues of the previous occupiers have not been paid by the Complainant. He further submits that ilt has already been decided that no such dues were payable by him. He thus cannot be loaded with unnecessary burden, when the recovery proceedings are already in progress from the previous occupier. The Respondents cannot recover the same amount from two consumers.

20. The Complainant submits that in view of above submissions, he pray to allow the representation on merits and averments made in the Complaint as well as this rejoinder.

E –The Respondents' additional submissions through written arguments:

1. The Respondents submits that the aforesaid Complaint/ representation was came up for hearing on the 15/07/2021 and on the said date, the ld Ombudsman has directed to submit the written arguments. It is their respectful submission that the contents of the reply filed it, may be taken as part and parcel of these written arguments.

2. However, the Respondents have just repeated the contents of their reply in the written arguments and have not specifically raised any other issue and thus are not being reproduced again.

F – CGRF Orders:

1. We have heard both the parties at length and also gone through the case file carefully and it has transpired that the Service Line in question was built by the predecessor of the present Complainant prior to HPERC Regulations of 2005 and yet, the Infrastructure

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Development Charges were paid by the predecessor of the present Company. It has also come to our notice that the present Respondent has also moved the Hon'ble High Court of H.P. by way of filing a civil suit of 31/20166 for recovery of outstanding amount from M/s Rama Steels Industries Ltd. as per the provisions of the supply code dated 2009 Para 5.2.13. It is also admitted that the present Complainant has stepped into the shoes of his Predecessor Company who had cleared all the IDC charges before the Regulations governing the IDC came into force in the year 2005.

2. From the above discussions, it is clear that the Respondent Board is seeking IDC from the present Complainant because old arrears of the predecessor Company are still pending realization. But it is also an admitted fact that the Respondent Board has already moved the Hon'ble High Count of H.P. for recovery of these old arrears. Keeping all this in view and without going into the question whether the IDC is required to be paid by the new Consumer/Present Complainant or not, the Forum orders that the above Demand Notice dated 16.11.2019 be kept in abeyance till the Civil Suit No. 31/2016 pending before the Hon'ble High Court of H.P is decided, because if the Respondent Board succeeds in releasing the old arrears from the predecessor of the Complainant, before the Hon'ble High Court, then the question of seeking IDC through the package, offered by the Respondent Board, will not arise.

G – Analysis of the Complainant:

1. The case file at Consumer Grievance Redressal Forum in Complaint No. 1453/4/19/059, dated 25/11/2019 have also been requisitioned and gone through.

2. In the proceedings before the Consumer Grievance Redressal Forum in Complaint No. 1453/4/19/059, dated 25/11/2019, the Complainant have attached a copy of the letter dated 19/11/2019 addressed to Respondent No. 3 **(Annexure C-6)** inviting attention to orders passed on 23/10/2019 by the Forum in Complaint No. 1453/2/19/018, dated 28/05/2019. Further, he has stated that the case was decided by the Forum in his favour and the demand for the payment of Rs 6,40,10,439/- was quashed and set aside.

3. Accordingly, the case file in Complaint No. 1453/2/19/018, dated 28/05/2019 have also been requisitioned and gone through.

4. Let us examine the orders passed by the Forum in this case on dated 23/10/2019. The operative part of the orders at para 9, 10 & 11 passed on dated 23/10/2019 are as under:

   "After having heard both the parties at length and having going the case file carefully, the Forum is of the view that both the above judgments apply to this dispute also as the Complainant had purchased the premises from the HP Financial Corporation, who had taken it over due to default by the previous owner of the premises. Further, the Supply

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Code of 2009 in Para 5.2.13 makes it abundantly clear that the Licensee will not be entitled to require the payments of such amount from the next occupier of the Premises. The contention of the Ld. Counsel for the Respondent that the amendment of the Regulation 10 of the HPERC (Recovery of Expenditure for supply of Electricity Regulation 2015) shall override the provisions of the of Supply Code, 2009 as contained in Para 5.2.13 does not hold good because the amendment pertains to Recovery of Expenditure for supply of Electricity whereas Supply Code of 2009 deals with the Procedure to supply electricity to the Consumers.

In view of the above discussions, the Forum is of the view that the present Complainant is not liable to pay the outstanding arrears of the previous occupier/owner of the Premises along with the subsequent surcharge amount. The Respondent has rightly approached the Hon'ble High Court of H.P. by way of filing a Civil Suit, for the recovery of the outstanding amount.

Therefore, the Complaint is accepted and the Demand Notice for the payment of Rs.6,40,10,439/- is quashed and set aside. The Respondent Board is further directed to release supply of electricity connection to the Complainant after completion of all the codal formalities.

5. In the said orders, the Forum has also referred to some judgements and order part containing the observation of the Forum which are reproduced below:

The Ld. Counsel for the Complainant also cited case law,

2017(4) CIVIL COURT CASES 484 (S.C.)
SUPREME COURT OF INDIA
L.NAGESHWARA RAO 7 NAVIN SINHA,JJ.
Civil Appeal No.1918 of 2016 D/27.07.2017
Southern Power Distribution Company of Telengana Ltd., Through its CMD & Ors
-Vs-
Gopal Agarwal & Ors.

Vide this order, the Supreme Court of India, has upheld the orders of Hon'ble High Court of Andhra Pradesh that an Auction Purchaser cannot be called upon to clear the past arrears. It was also held that, a power connection to an Auction Purchaser, cannot be withheld for the dues of the past owner.

The Ld. Counsel for the Complainant also drew our attention to case law, in

2004(1) APEX COURT JUDGEMENTS 515 (S.C.)
SUPREME COURT OF INDIA
R.C.LAHOTI, BRIJESH KUMAR 7 ARUN KUMAR, JJ.
Civil Appeal No. 1691 of 1999 With C.A. No.7586of 1999, D/16.3.2004.
Ahmedabad Electricity Co. Ltd.
-Vs-
Gujarat Inns. Pvt Ltd. & Ors.

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In this judgment the Hon'ble Supreme Court of India has held that, in case of fresh connection though the premises are the same, the Auction Purchaser shall not be liable to clear the arrear incurred by the previous owner in respect of Power Supply to the premises, especially in the absence of their being a specific statutory provisions in that regard.

6. The Forum has ordered that the present Complainant is not liable to pay the outstanding arrears of the previous occupier/ owner of the Premises along with the subsequent surcharge amount.

7. Now let us examine the orders passed by the Consumer Grievance Redressal Forum on dated 18/12/2019 in Complaint No. 1453/4/19/059, dated 25/11/2019 operative part of which states:

   "We have heard both the parties at length and also gone through the case file carefully and it has transpired that the Service Line in question was built by the predecessor of the present Complainant prior to HPERC Regulations of 2005 and yet, the Infrastructure Development Charges were paid by the predecessor of the present Company. It has also come to our notice that the present Respondent has also moved the Hon'ble High Court of H.P. by way of filing a civil suit of 31/20166 for recovery of outstanding amount from M/s Rama Steels Industries Ltd. as per the provisions of the supply code dated 2009 Para 5.2.13. It is also admitted that the present Complainant has stepped into the shoes of his Predecessor Company who had cleared all the IDC charges before the Regulations governing the IDC came into force in the year 2005.

   From the above discussions, it is clear that the Respondent Board is seeking IDC from the present Complainant because old arrears of the predecessor Company are still pending realization. But it is also an admitted fact that the Respondent Board has already moved the Hon'ble High Count of H.P. for recovery of these old arrears. Keeping all this in view and without going into the question whether the IDC is required to be paid by the new Consumer/Present Complainant or not, the Forum orders that the above Demand Notice dated 16.11.2019 be kept in abeyance till the Civil Suit No. 31/2016 pending before the Hon'ble High Court of H.P is decided, because if the Respondent Board succeeds in releasing the old arrears from the predecessor of the Complainant, before the Hon'ble High Court, then the question of seeking IDC through the package, offered by the Respondent Board, will not arise.

8. Now in the orders passed on 18/12/2019, the Forum have kept the demand note of the Respondents for IDC in abeyance till the pendency of civil suit No. 31/2016 at HP High Court for recovery of the outstanding dues of the previous occupier.

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9. In the orders dated 23/10/2019, the Forum has passed a speaking order whereas in the orders dated 18/12/2019, the Forum has kept silent on the merits of the case and have passed orders without going in to the relevant regulations at that particular time.

10. Since the orders passed by the Forum on dated 18/12/2019 in Complaint No. 1453/4/19/059, dated 25/11/2019 have been kept in abeyance pending civil suit No. 31/2016 at HP High Court filed by the Respondents, the Complainant have approached this court resulting in the current Complaint.

11. Furthermore, there is no requirement to analysis this Complaint on merit since the trial court i.e. the Consumer Grievance Redressal Forum have not passed any speaking orders on the Complaint of the Complainant and have passed orders without going in to the relevant regulations at that particular time.

12. The Complaint deserve to be remanded back to the trial court for passing speaking orders keeping in view the prevalent Regulations/ Codes enforce at that particular time.

H – Order:

1. **The case is remanded back to the trial court i.e. Consumer Grievance Redressal Forum with the direction that the Forum shall pass speaking orders on the issue strictly in accordance with the regulations which were operative at the relevant time and within the time frame specified in the relevant regulations of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013.**

2. **The Complaint filed by M/S Prime Steel Industries Pvt Ltd., Village Bated, Baddi-Barotiwala Road, Barotiwala, District Solan, HP-174103 is hereby disposed off.**

3. **No cost to litigation.**

Given under my hand and seal of this office.

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Electricity Ombudsman