



**HIMACHAL PRADESH ELECTRICITY OMBUDSMAN**  
**SHARMA SADAN, BEHIND KEONTAL COMPLEX, SHIMLA-171002**  
Phone: 0177-2624525, email: [ombudsmanelectricity.2014@gmail.com](mailto:ombudsmanelectricity.2014@gmail.com)

In the matter of:

**M/S Saboo Tor Pvt Ltd, Trilokpur Road, Kala Amb, Tehsil Nahan, District Sirmour, HP-173030**  
**- Complainant**

**Vs**

- 1. Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004**
  - 2. The Assistant Executive Engineer (E), Electrical Sub-Division, HPSEBL, Kala Amb, District Sirmour, HP-173030**
  - 3. The Sr Executive Engineer, Electrical Division, HPSEB Ltd, Nahan, District Sirmour, HP-173001**
- Respondents**

**Complaint No. 19/2022 (Received and registered on 24/09/2022)**  
**(Orders reserved on 28/01/2023, Passed on 15/02/2023)**

**Counsel for:**

**The Complainant:** Sh. Rakesh Bansal, Authorized representative

**The Respondents:** Sh. Anil K God Advocate, Sh. Kamlesh Saklani Law Officer

**CORAM**

**Er. K.L.Gupta**

**HP Electricity Ombudsman**

**Order**

The case was received and registered on 24/09/2022. The case was listed for admission hearing on 15/10/2022. The Respondents were to file their reply by 07/10/2022 and the Complainant was to file his rejoinder on 14/10/2022. The Respondents didn't file their reply by 07/10/2022 and the case was listed for 19/11/2022. The Respondents were to file their reply by 29/10/2022 and the Complainant was to file his rejoinder by 11/11/2022.

The Respondents again failed to submit their reply by 29/10/2022 and they were directed to file their reply by 03/12/2022 and the Complainant was to file his rejoinder by 17/12/2022. The case was listed for hearing on 23/12/2022. The Respondents filed their reply finally on 22/12/2022 and the Complainant also filed his rejoinder on 30/12/2022. The case was listed for arguments on 21/01/2023.



*Accepted*  
*15/02/2023*



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The Respondents sought time to argue their case on 21/01/2023 and accordingly the case was listed for arguments on 28/01/2023. The arguments were heard and closed. Orders were reserved. Hence the delay.

**A - Brief facts of the case:**

1. M/S Saboo Tor Pvt Ltd, Trilokpur Road, Kala Amb, Tehsil Nahan, District Sirmour, HP-173030 have filed an application through Sh. Pawan Saini (hereinafter referred to as 'The Complainant') under the provisions of Regulation 28 (1) (b) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the orders passed by the Consumer Grievance Redressal Forum at Kasumpti on 26/08/2022 in Complaint No. 1515/2/22/14, dated 04/05/2022. The Complainant has prayed to set aside and quash the orders passed by the Forum below and refund LVSS recovered with interest.

**B - The Complainant's submissions:**

**PROLOGUE**

- 1) The Complainant submits that this representation is being filed in accordance with the HPERC (CGRF & Ombudsman) Regulations, 2013 as he is aggrieved by the orders dated 26/08/2022 passed by the Ld. Forum in the Complaint no. 1515/2/22/14 titled as Saboo Tor Pvt. Ltd. vs. HPSEBL and others, whereby the Forum had observed that there is no merit in the Complaint and the arguments given by him and has disposed the same as dismissed. Further, he, being unsatisfied with the orders passed in Complaint number 1515/2/22/14, is thus approaching the Hon'ble Electricity Ombudsman for redressal of his grievance. Besides this, he also has specific grievances against the orders of the Forum. He is filing the present representation under Regulation 28 (1) (b) of the HPERC (CGRF and Ombudsman) Regulations, 2013. There is no unpaid amount outstanding out of the amount that he is disputing as no payment has been stopped by him. The present representation is well within the time period of one month allowed under the regulations.

**FACTS OF THE CASE**

2.1	30/07/2020	Power availability certificate issued for addition load of 3500 kW with additional contract demand of 3500 kVA towards the existing connected load of 6240.761 kW / 6933.480 kVA.
2.2	07/08/2020	Sanction accorded to the additional load vide Sanction Letter dated 07.08.2020 at 33 kV Voltage.
2.3	14/08/2020	Request letter submitted to the Assistant Engineer, ESD Kala Amb requesting him to release the additional load. In the request the Complainant requested only for release of



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		3065.520 kVA out of the additional sanctioned demand of 3500 kVA at 33 kVA
<b>2.4</b>	18/08/2020	Request accepted by the Respondents and Sundry Job Order Number 1194 issued vide which the revised load of 9740.761 with 9999 kVA of contract demand was released.
<b>2.5</b>	Oct-2019 present	Wrong Bills raised for 10433.48 kVA of contract demand. LVSS (Low Voltage Supply Surcharge @ 2% on the energy charges) was charged even when 9999 kVA stood released to the Respondents.
<b>2.6</b>	20/04/2022	Complainant is aggrieved by the charges in the form of LVSS and approaches the Consumer Grievances Redressal Forum of HPSEBL, through the present Complaint as these would have been applicable the Complainant got released the demand to a level exceeding 10mVA.

**CONTENTIONS OF THE COMPLAINANT VIZ A VIZ. OBSERVATIONS OF THE FORUM:**

- 2) The Complainant submits that in Para 9 of the impugned orders passed by CGRF, the CGRF has wrongly rejected his contention that the released demand was only 9999 kVA. The CGRF has failed to distinguish between the sanctioned Contract Demand and released Contract Demand. Further, it is an accepted practice to get the sanctioned Contract Demand or even the Connected Load to be released in parts or in a phased manner. However, there are time limits and extents specified in Clause 3.9 of the Supply Code, 2009, which specifies in terms of minimum percentage of sanctioned Contract Demand that has to be billed after the expiry of the certain time slabs. But it is clear proof in terms of Clause 3.9 of the Supply Code, 2009, that even the Supply Code, acknowledges that the entire sanctioned Contract Demand can be availed in a phased manner. In the present case he initially applied for release of 9999 kVA out of the total sanctioned Contract Demand of 10,433.48 kVA and thought of getting the balance demand released at a later stage. The Complainant further asserts that he is at a liberty to either avail the balance Contract Demand within the time frame allowed vide 3.9 of Supply Code. The CGRF has misinterpreted the question of authority and have wrongly stated that if a higher authority has sanctioned 10433.48 kVA, there is no question of releasing the Contract Demand vide an SJO. Further, that in each and every case, an SJO is the procedural requirement under the Sales Manual, for release of any load, whatsoever. There is no question of over-riding effect of an SJO in the present case, when the Supply Code, 2009 itself allows the availing of Contract Demand/ load in phases. It doesn't matter whether such a document is called a Sundry Job Order or by any other name. The CGRF has failed to recognize that it is a public utility and it is not a crime to take support of an internal communication, whether it is SJO or any other document. In any case, such documents can be obtained by the Consumer on record by invoking provisions of RTI Act. The CGRF has declined to take cognizance of the Sundry Job Order (SJO), which is a clear case of bias



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towards the utility as the CGRF has not dealt with the Complaint in an impartial manner. The Sales Manual Instruction 9.9, clearly allows to issued Sundry Job Order or Service Connection Order as the case may be. As his case was for additional load, Sundry Job Order was applicable. The instruction even provides for verification of load and modification if found different and such powers have been accorded to the verifying officer. The said instruction is reproduced below:

*"9.9 The quantum of load filled by the applicant in the A&A form and Test Report may be verified by the concerned field units as per Instruction No. 4 and in case correction is required to be made based on actual verification of load, the same may be done by the authority verifying the test report in the test report. The connected load (kW) shall accordingly be amended in the A&A form after verification of test report and before the Service Connection Order (SCO) or Sundry Job Order (SJO) as the case may be."*

- 3) The Complainant submits that had the Respondents not accepted the request for the release of part of the sanctioned Contract Demand, he would have taken an alternative recourse. The SJO is enough proof of acceptance of the request. The Respondents, initially even issued some electricity bills in which the Contract Demand was shown to be as 9999 kVA, which also proves the acceptance on the part of the Respondents for release partial additional Contract Demand.
- 4) The Complainant submits that the Respondents have not issued any Sundry Job Order for release of balance Contract Demand of 434.38 kVA (10433.38-9999), which is a clear lapse on the part of the Respondents. The Respondents simply started issuing bills on the basis of 10433.38 kVA w.e.f. March 2021, which has no procedural support of being released to him.
- 5) The Complainant submits that the CGRF after denying to take cognizance has further tried to explain the logic and reasoning for the levy of LVSS, which is clear to him and the relevant provisions were attached by him with the Complaint. The Standard Supply Voltage is defined and notified in the Supply Code, 2009, being a voltage at which the supply can be given to a Consumer, without the levy of any surcharge. The simultaneous limits of load in terms of Contract Demand and the Connected Load have been tabled in para 2.1.6.1(A) of the Supply Code. Further, it is well understood that if either or both of the Contract Demand or the Connected Load exceeds the limits laid down in 2.1.6.1(A), the levy of LVSS is attracted. But in the present case his case falls in Sr. No. 3 of the table, which sets the limit for 33 kV standard supply voltage, in terms of Connected Load at 12 MW and simultaneously in terms of Contract Demand at 10 MVA. The Complainant further submits that his released Connected Load stands at 9740.76 kW whereas the which is lower than the limit of 12000 kW. Also, his released Contract Demand is at 9999 kVA as against the limit of 10000 kVA. Therefore, it is illogical to levy LVSS on his energy bills. However, it is not disputed that if in future he does increase his Contract Demand



Accepted  
15/04/2023





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and get the balance Contract Demand remaining out of the sanctioned Contract Demand released, the LVSS as per present provisions shall automatically become leviable. There may be a case that he may never approach the Respondents for release of the un-availed portion of the sanctioned Contract Demand in future. The provisions of Clause 2.1.6 do not impliedly state that the criteria for levy of LVSS will be the sanctioned Contract Demand.

**Prayer:**

- 6) The Complainant thus prayed that the representation may kindly be allowed and the findings of the Consumer Grievances Redressal Forum in the order dated 26/08/2022 passed in the Complaint number 1515/2/22/14 in the Complaint titled as Saboo Tor Pvt. Ltd. Vs. HPSEBL and others, whereby the Ld. Forum has denied the relief sought in the Complaint as the order is vague, is bad in law and deserve to be set aside or modified suitably in the interest of justice or any further orders which this Hon'ble Electricity Ombudsman may deem fit and proper in the facts and circumstances of the case orders may kindly be passed in his favour and against the Respondents/ Distribution Licensee.
- 7) In view of above submissions, the Complainant firm thus prays **a)** to quash in the interest of justice the orders dated 26/08/2022 issued by the Consumer Grievance Redressal Forum of HPSEBL in Complaint number 1515/2/22/14; **b)** to direct the Respondents to refund the amount of Rs. LVSS recovered by the Respondents which are contrary to the provisions of the regulations; **c)** to order payment of simple interest @ 15% per annum as per Regulation 26 (6) of the HPERC (CGRF and Ombudsman) Regulations, 2013 or as per Clause 5.7.3 of the Supply Code, 2009 on the amounts recovered in excess, or any other regulation as may be legally applicable in the present case; **d)** cost of the Complaint amounting to ₹ 2,00,000/-; **e)** call for the record of the case and; **f)** any other or further orders which this Hon'ble Forum may deem fit and proper, in the facts and circumstances of the case may kindly be passed in favour of the Complainant company and against the Respondents/distribution licensees.

**C - The Respondents' submissions:**

**Preliminary Objection:-**

1. The Respondents submit that the Complaint is not maintainable in the present form and same is liable to be dismissed further, that the Complainant is stopped to file the present Complaint by his own act and conduct and same is liable to be dismissed.
2. The Respondents submit that the Complainant has no cause of action and locus standi to file the present Complaint hence the Complaint deserves to be dismissed. Further, that the Complainant has not come to this Hon'ble authority with clean hands and has



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15/02/2023



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concealed the material facts from this Hon'ble Forum and has filed the present Complaint on twisted and distorted facts which are far off from the reality.

3. The Respondents submit that the Id Forum has rightly appreciated all the material on record and has passed the impugned order dated 26/08/2022 which deserves no further interference from this Id Authority.

**REPLY ON MERITS:-**

4. **Reply to the contention of the Complainant:** The Respondents denied the contents of sub-para as wrong, incorrect and misconceived. Further, that the Id Forum has passed very reasonable and speaking order, dealing all the aspects of the matter whether factual or the regulatory as such there is no scope for the further interference of this Id Authority. Further, that vide sanction letter dated 30/07/2022, 10433.48 kVA Contract Demand was sanctioned in favour of the Complainant pursuant to revised A&A Form supported by the test report. The finding of the Id Forum qua the applicability of the standard supply voltage surcharge on the basis of the sanctioned Contract Demand is perfectly legal as per the provisions of the HP Electricity Supply Code, 2009. Further, that the Complainant has miserably failed to appreciate that vital aspect of the levy of the low voltage supply surcharge and has posed a very hypothetical case, on the basis of the assumption and presumption. Respondents as well as Complainant are liable to adhere to the regulations/codes framed by the Id HPERC and as such the provision of the HP Electricity Supply Code, 2009 Clause 2.1.6 specify the standard supply voltage and as per the sanctioned Contract Demand, the standard supply voltage is 66 kV, but the Complainant is availing the supply at 33 kV, as such the Complainant is liable to pay the Low Voltage Supply Surcharge as determined by the Id HPERC in the relevant tariff order. Further, that as per the office order dated 07/08/2020 issued by the competent authority i.e. Superintendent Engineer (OP) Circle HPSEBL Nahan, wherein the additional load of 3500 kW and additional Contract Demand of 3500 kVA was sanctioned, it was crystal clear mentioned in the clause No.2 that since the consumer is availing the load on supply voltage less than the standard supply voltage, the additional LVSS charges as per Tariff order shall also be levied, and per sales manual instruction No. 5 (5.10.2). Further, that since the office order dated 07/08/2020 has been accepted without protest by the Complainant at this point of time, the Complainant is not allowed to take a turn or dilute the office order *ibid*. The present case of the Complainant is totally an afterthought, which is liable to be dismissed. Further, that had the Complainant submitted the revised A&A Form and test report for the additional Contract Demand of 3065.520 kVA, it would have the different position. But once the revised A&A form and test report received by them on 31/07/2020 has been submitted additional 3500 kVA Contract Demand with 3500 kW connected load was applied, total of which become 10,433.480 kVA, and since the Complainant is availing the same on 33 kV voltage, as per provision of the Supply Code, 2009, as discussed *supra*, LVSS is correctly levied by them.



*Accepted*  
*15/10/2023*





5. The Respondents submit that the detailed reply has already given in the para supra which may be read as part and parcel in reply. At the cost of repetition, they submit that that Id Forum has passed well-reasoned order, interference of any kind is not warranted by this Id Ombudsman. Further, that, in addition, and for the sake of brevity, reply filed by them in the Id Forum may be read as part and parcel to the reply to the present representation and nothing may be construed admitted by them unless and until expressly admitted.
6. The Respondents thus submit that the present representation/ Complaint may kindly be dismissed with cost in the interest of justice and equity.

**D – The Complainant’s additional submissions through rejoinder:**

- 1) The Complainant at the outset repeats, reiterates and confirm all the statements and averments made by him in the Complaint and deny all the statements and averments made in the said reply unless and until the same are specifically admitted by him. The para-wise comments are given below:

**PARA-WISE SUBMISSIONS AGAINST THE REPLY:**

**Preliminary Objections:**

- 2) The Complainant submits that he has valid cause of action as the wrong electricity bills are being raised by the Respondents and he is being forced to pay more than the legitimately payable amounts. The Complaint filed by him is a valid Complaint filed under the relevant regulations and is maintainable. Nothing has been concealed by him to the best of his knowledge. However, the Respondents have not submitted any document in support of their contentions. Further, it is denied that the CGRF has rightly appreciated the facts and passed the impugned orders.

**REPLY ON MERITS**

- 3) The Complainant submits that the Respondents are wrong in stating that he is not willing to honour the agreement and terms and conditions read with the rules and regulations in the present context. He has already stated in his Complaint/ representation that had his contract been released upto the sanctioned level of Contract Demand, they would have been justified in charging LVSS. The basis of charging of LVSS cannot be taken as sanctioned demand, but it has to be the actual released demand. However, subsequently, if the balance sanctioned demand beyond 9999 kVA would have been sought to be released, the same would have made him liable to the levy of LVSS, which starts from Contract Demand higher than 10000 kVA. Further, that the Respondents never released



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the balance demand but they simply started charging the same in the bills as a result of which the LVSS was applied by the SAP software. There is no dispute about the conditions of sanction. When the load was only released to an extent up to which LVSS is not chargeable, the Respondents had no right to levy the same.

- 4) The Complainant submits that the Respondents have failed to produce before the Forum or in his reply the Sundry Job Order (SJO) vide which they claim to have released the balance demand (100433.48 kVA- 9999 kVA), which means that the balance Contract Demand was never released even upto this date.
- 5) The Complainant submits that the Respondents are deliberately avoiding to answer the issues raised by him and thus, in view of above, prayed that the Complaint be allowed in totality thereby ordering the refund of amounts due to him along with interest and costs as per applicable Regulations and other reliefs prayed for.

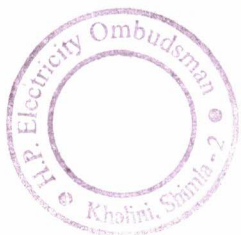
**E – Written arguments by the Respondents:** The Respondents have filed written arguments through email dated 28/01/2023, the same are not supported by attested affidavit. However, the same has been taken into consideration since the Complainant has also filed his rebuttal to the written arguments through email dated 29/01/2023.

**HPSEBL craves to file short written arguments, for the convenience of this Ld Ombudsman, which may be taken on record.**

1. The Respondents submit that kindly refer to PAC dated 30/07/2020 (Copy of same is appended by Complainant as Annexure C-1), wherein Contract Demand from 500 kVA to 10433 KVA was enhanced. Further kindly appreciate the Application and Agreement (A & A) Form submitted by the applicant dated 31/07/2020, wherein, it has been clearly mentioned Contract Demand to value of 10433.48 (copy of A & A and Test report is already taken on record) furthermore, the load sanction order dated 07/08/2020 (Annexure C-2), Clause No 14 read as under:

***“14. The consumer will have to build up the load to the extent of load sanctioned/ contract demand within a period of two months of readiness of HPSEBL failing with the charged will be levied as per provision of HP Electricity Supply Code (First Amendment) Regulations, 2014.”***

2. The Respondents submit that the test report for additional load of 3500 kW of the Complainant was verified on dated 14/08/2020, making total Connected Load 9740.761 kW. Further, it is important that vide letter dated 14/08/2020, Complainant had asked the Assistant Engineer, Electrical Sub- Division Kala Amb wherein it was stated that out of 3500 kVA additional Contract Demand, only 3065.520 kVA may be released. Hence the AE, rightly or wrongly released 3065.520 kVA Contract Demand vide SJO 18/08/2020.



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*15/02/2023*





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3. The Respondents submit that clause No.2 of the Load Sanction order 07/08/2020 wherein, it has been mentioned that the power will be made available on the basis of undertaking given by the Consumer in the A & A form and in the A & A form the Contract Demand is mentioned as 10433.480 kVA.
4. The Respondents further submit that the Load Sanction order dated 07/08/2020, wherein, it has been provided that Consumer has to built up the load to the extent of load sanction/ Contract Demand within a period of two months of the readiness of HPSEBL. Hence, assuming the SJO dated 18/08/2020 was issued to 9999 KVA, but after lapse of two months, consumer ought to built up the total load as per load sanction order. Hence, the impugned demand of the HPSEBL for levying LVSS is legal one and the order passed by the Ld CGRF does not call for any interference since the Ld Forum has passed well-reasoned and speaking order in accordance with the provisions of the law.
5. The Respondents thus requested that representation filed by the Complainant is devoid of any merits and same may be dismissed.

**F – The Complainant’ additional submissions on rebuttal to the written arguments of the Respondents:**

- 1) The Complainant submit that since the short-written arguments have been submitted by the Ld. Counsel of the Respondents after the verbal arguments during the hearing, it becomes my responsibility to react to the same and which may be taken only as additional arguments to what have been already argued.
- 2) The Complainant submits that the Respondents have stated condition No. 14 of the PAC, which only states that the load has to be built up once the readiness is conveyed to the Consumer. Here, in this case no readiness has been conveyed. The said condition also states that the charges will be levied as per provision of the Supply Code, 2009. The clause 3.9 of the Supply Code, 2009, specifically allows for the release of load in a phased manner, wherein it also imposes some minimum charges. The SJO No. 1194 therefore, is in order with reference to Clause 3.9 of the Supply Code, 2009. Further, that it is not binding upon him to get the full sanctioned Contract Demand released immediately on the submission of the test report, which verifies only the Connected Load installed, while the Contract Demand is the only term referred to in Clause 3.9 on which the charges are based. The Contract Demand is purely in the control of the Consumer, which has been acknowledged and allowed flexibility under various other provisions of the Supply Code, 2009. The concerned AE has in fact, rightly understood the context, and there is nothing which stops him to release the Connected Load or the Contract Demand lower than the sanctioned Connected Load/ Contract Demand.



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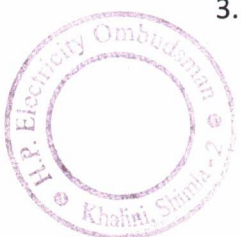


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- 3) The Complainant submits that it is an acknowledged fact in the rules and regulations that Application and Agreement (A & A) Form is required to be filled in one go for a single project, whereas the load can be released gradually over a period of two years during the initial stages of operation of the new/ additional equipment. This had been specifically allowed in order to facilitate ease of doing business and to avoid processing of multiple and frequent load applications and paperwork.
- 4) The Complainant submits that load cannot be released unilaterally on the part of Respondents, particularly in situation when the request for release is initiated in parts. The question of levying charges is only being dealt in the Supply Code, 2009, which nowhere says that the load/ demand will be forcibly released to a Consumer. Even another SJO could not have issued for the balance load unilaterally by the Respondents.
- 5) In view of above, the Complainant prayed that the Complaint be allowed in totality thereby ordering the refund of amounts due to him along with interest and costs as per applicable Regulations and other reliefs prayed for.

**G - CGRF Order:**

1. This Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the Ld HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 and the HP Electricity Supply Code, 2009 (or the Supply Code, 2009) including amendments thereto and record as facts alongwith pleadings of the parties. This Forum has heard the parties at length. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and correspondence placed on record and arguments adduced by both the parties;
2. At the outset, after examining the record, this Forum observes that the Complainant has misstated that the connected load released is 10433.48 kW. Actually, in the instant matter, as seen from the Load Sanction Letter dated 07.08.2020 (Annexure C2) and Application and Agreement Form (Annexure A), this Forum observes that it is the Contract Demand which is 10433.48 kVA (10.43348 MVA) and not the connected load as stated by the 3/11 Complainant. Here distinction exists between the Connected Load (in KW or MW) and Contract Demand (in kVA or MVA) and this distinction is relevant so as to ascertain the applicable 'Standard Supply Voltage' per the HP Electricity Supply Code, 2009 notified by the Ld HP Electricity Regulatory Commission;
3. This Forum on examining the record, at the outset, rejects the contention of the Complainant that Demand released is 9999 kVA based on SJO No 1194 dated 18.08.2020 (Annexure C7). Once load has been sanctioned by a higher authority and after the consumer has applied for the same in the Application and Agreement Form, the only



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conclusion that can be drawn is that the Contract Demand actually sanctioned is 10433.48 kVA (or 10.43348 MVA). Once Contract Demand is sanctioned by an office of higher authority being the Superintending Engineer, no question of release of Contract Demand by way of SJO by the office of Assistant Engineer being a subordinate office arises. It is reiterated that Sundry Job Order (or SJO) is an internal Order by the Assistant Engineer to the Junior Engineer with limited purpose of carrying out the Job for connecting or augmenting the necessary components of the supply system to the consumer premises such as service line, meter/metering equipment etc and this Order issued by a subordinate office with whatsoever wording, is not intended to be construed to have an overriding effect on the Load sanctioned by a higher office. To use such an incomplete internal Order to make out a case with an adverse construct is wrong and misleading which may result in wrong outcomes. However, the complete SJO placed on record by the Respondent HPSEBL (Annexure C) clearly depicts the action by the Junior Engineer with regard to installation of New CT-PT Unit despite this SJO being wrongly worded by the Assistant Engineer. Accordingly, this Forum declines to take cognizance of the Sundry Job Order (or SJO) for the purpose of determination of this Complaint;

4. This Forum, before proceeding with the determination of the instant complaint, considers it necessary and expedient to show certain provisions of the Supply Code, 2009 framed by the HPERC on the anvil of which the complaint is to be determined. The Himachal Pradesh Electricity Supply Code, 2009 was issued on 26th May, 2009. Later various Amendments were carried out. Amendments pertinent in the instant matter with regard to Low Voltage Supply Surcharge (LVSS) were made vide Himachal Pradesh Electricity Supply Code, 2009 4/11 (First Amendment) Regulations, 2014 dated 11th June, 2014. For the sake of convenience relevant extracts are reproduced here-in-under:-

*(A) Himachal Pradesh Electricity Supply Code, 2009 dated 26th May, 2009 (Un amended) provides as follows:-*

*Quote .....*

*2.1.6.1 Depending upon the connected load (kW) of a consumer, the supply to the consumer shall be given at the following standard voltage (volts / kV) and phase as may exist on the relevant distribution system:-*

Sr. No.	Connected Load	Standard Supply Voltage (AC)
1.	<= 50 kW	Single phase 230 Volts or three phase 400 Volts or 2.2 kV
2.	2 51 kW up to 2000 kW	Three phase 6.6 kV, 11kV, 15kV or 22kV
3.	2001 kW up to 10000 kW	Three phase 33kV or 66kV
4.	>10000 kW	>=132 kV (three phase)



*Receipt  
15/07/2023*



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2.1.6.2 In case, an existing consumer who is already availing on the date of the commencement of this Code a supply voltage different from the standard supply voltages as mentioned in para 2.1.6.1, the consumer shall have the option to convert to the relevant standard supply voltage; provided the conversion is from a lower voltage to a higher one. Provided further that if the consumer continues to avail supply at the existing lower voltages, he shall be and shall continue to be liable to pay lower voltage supply surcharge (LVSS) in accordance with the relevant Tariff Order.

.....

**3.1 Duty of licensee to supply electricity on request and procedure thereof .–**

3.1.1 The officer, designated by the licensee, shall, on receipt of an Application and Agreement form from the applicant, give supply of electricity to the premises in accordance with and within the time specified in the Himachal Pradesh Electricity Regulatory Commission (Licensees Duty for Supply of Electricity on Request) Regulations, 2004. The Application and Agreement Form will be available at the designated offices of the licensee on payment of fee as fixed by the Commission in the Schedule of General and Service Charges in the Tariff Order. A specimen of the Application and Agreement form will also be available on the website of the licensee and can be downloaded, if required, and in such a case, the fee will be paid by the applicant at the time of its filing.

3.1.2 The licensee will also specify and standardize other supporting documents (including special agreement for street lighting and like purposes) and their format(s), to be submitted by the applicant. Details of these documents will 5/11 also be available in the designated offices of the licensee as well as on its website. The Application and Agreement form along with the enlisted documents will be submitted in the designated office of the licensee.

.....

3.9 Delay to take supply or avail contract demand.- In case of HT/EHT supply, where the licensee has completed the work required for supply of electricity to an applicant, but the applicant is not ready or delays to receive supply of electricity or does not avail the full contract demand, the licensee shall, after a notice of sixty days, charge on prorata basis, fixed/demand charges on the sanctioned contract demand as per the relevant Tariff Order.

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(B) Himachal Pradesh Electricity Supply Code, 2009 (First Amendment) Regulations, 2014 dated 11th June, 2014 provides as follows:-

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.....

*Amendment in para 2.1.6.- In para 2.6.1 of the said Code,-*

*(a) in the heading, for the words "Standard Supply Voltage", the words "Standard Supply Voltage/Supply Voltage" shall be substituted; and*

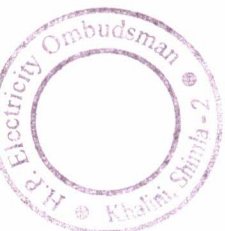
*(b) for the existing sub-para 2.1.6.1, the following sub-paras 2.16.1(A), 2.1.6.1(B) and 2.1.6.1(C) shall be substituted; namely:-*

*"2.1.6.1(A) The standard supply voltage shall mean the standard voltage at which electricity shall be given to the consumer through a common or dedicated or joint dedicated feeder without payment of any lower voltage supply surcharge(LVSS). Depending upon the connected load(kW or MW), contract demand (kVA or MVA), nature of load and existence of a voltage (volts/kV) and phase in the relevant distribution system, the standard supply voltage for a consumer shall be as provided in clauses (a) and (b) of this sub-para and sub-para 2.1.6.1(C)-*

*(a) The maximum limits of connected load (kW or MW) and contract demand (kVA or MVA) for the supply of power at a voltage, shall be as under*

Sr. No.	Standard Supply Voltage	Maximum Connected Load	Maximum Contract Demand
1.	Single phase 230 volts or three phase 415 volts or 2.2 kV; (for supplies not involving special category loads)	50 kW	50 kVA
2.	Three phase 11 kV or 22 kV; (for supplies not involving special category loads)	3 MW	2.2 MVA
3.	Three phase 33 kV	12 MW	10 MVA
4.	Three phase 66 kV	14 MW	12 MVA
5.	Three phase 132 kV or 220 kV	No limits	

*Provided that where special category loads are involved, the standard supply voltage shall be 11 kV or 22 kV, as may exist on the relevant distribution system, if –*



*upto  
15/02/2023*



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(i) the total connected load does not exceed 1 MW, irrespective of special category loads;  
 or

(ii) the total quantum of connected load in respect of special category loads does not exceed 750 kW within the overall limit of total connected load upto 3 MW and total contract demand upto 2.2 MVA:

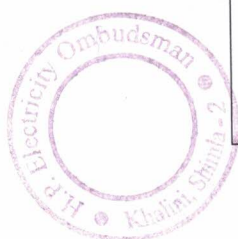
*Provided further that, if neither of the limits given in the first proviso, in relation to supplies involving special category loads, are adhered to, the standard supply voltage shall be 33 kV or the appropriate higher voltage in accordance with the limits specified in this clause: Provided further that where a consumer having connected load of not more than 50 kW is already getting supply at LT voltage immediately before commencement of the Himachal Pradesh Electricity Supply Code (First Amendment) Regulations, 2014, he shall continue to be covered under a LT standard voltage (i.e. single phase 230 volts or three phase 415 volts) irrespective of contract demand already sanctioned in his favour, so long as he does not further extend his connected load or contract demand beyond the specified limits of 50 kW or 50 kVA respectively:*

*Provided further that where a consumer is getting supply at a voltage higher than the standard supply voltage as per the said specified limits, he shall continue to get supply at such higher voltage without any rebate for higher voltage supply.*

*(b) Where the connected load or contract demand exceeds the relevant ceiling limit specified in clause (a), the appropriate higher voltage at which both such limits can be adhered to, shall be considered as standard supply voltage and there shall be no minimum limits for supply of power at a particular voltage.*

*2.1.6.1(B) Where the consumer seeks supply of power at a voltage lower than the standard supply voltage as per sub-para 2.1.6.1(A), the licensee shall supply power at such lower voltage subject to the maximum limits of connected load and contract demand as specified in this sub-para; payment of lower voltage supply surcharge (LVSS) by the consumer at the rates given in the relevant tariff order 7/11 applicable 4 from time to time; and other conditions, as may be relevant, specified in this sub-para or in sub-para 2.1.6.1(C) or elsewhere in this Code :-*

Sr. No.	Supply Voltage	Description	Maximum Connected Load	Maximum Contract Demand
1.	11 kV (for supplies not involving special category loads)	(a) If 22 kV or 33 kV voltage level exists in the relevant distribution system.	5 MW	4 MVA



*upto 15/02/2023*





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		(b) If 22 kV or 33 kV voltage level does not exist in the relevant distribution system	6 MW	5 MVA
2.	22 kV (for supplies not involving special category loads)	(a) If 33 kV voltage level exists in the relevant distribution system.	6 MW	5 MVA
		(b) If 33 kV voltage level does not exist in the relevant distribution system	7 MW	5.5 MVA
3.	33 kV	(a) If 66 kV voltage level exists in the relevant distribution system	15 MW	12 MVA
		(b) If 66 kV voltage level does not exist in the relevant distribution system	18 MW	14 MVA
4.	66 kV	(a) Through a common or dedicated or joint dedicated feeder 18 MW 14 MVA	18 MW	14 MVA
		(b) Through a dedicated or joint dedicated feeder	30 MW	24 MVA

*Provided that all such supplies, excepting the same at Sr. No.4(a), shall be given through dedicated or joint dedicated feeders only and that in case of Sr. No. 4(a) the supply shall be given through a common or dedicated or joint dedicated feeder:*

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5. This Forum, before dwelling on moot issue of whether Complainant is or is not liable to be levied Low Voltage Supply Surcharge (LVSS), also considers it necessary and expedient to dwell upon and briefly explain the modus-operandi behind the levy of LVSS. Comprehensive explanation of modus-operandi on application of tariffs including various charges and surcharges is vast and is beyond the scope of this Order. Briefly explained the modus-operandi for levy of LVSS is - -

(a) Inter-alia, when a consumer applies for a certain load (in kW or KVA) by way of contracting a demand (in KVA or MVA) with the public utility being the HPSEBL, the public utility provides the load at a certain voltage which is to be based on 'Standard Supply Voltage' (kV) as specified by the Ld HP Electricity Regulatory Commission in the HP Electricity Supply Code, 2009. Generally speaking, higher the load classification, higher is the 'Standard Supply Voltage' classification. However, the consumer may avail a voltage higher or lower than the 'Standard Supply Voltage';



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(b) Further, where the Ld HPERC, in its Tariff Orders, specifies the Tariffs / Charges / Surcharges of a particular consumer category or class of consumers to be based upon the Contract Demand (in kVA or MVA), then for the purpose of applications, it is only the Contract Demand which holds relevance wherever and whenever both terms i.e 'Connected load' as well as the 'Contract Demand' appear or are used simultaneously as exists in the Supply Code, 2009. Accordingly, the role of Connected Load (in kW or MW) gets limited to being merely nominal for the reason that the Tariff Orders in respect of the consumer category as that also of the instant Complainant, specify the Tariffs / Charges / Surcharges based upon the Contract Demand (in kVA or MVA);

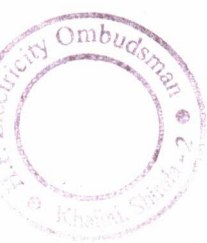
(c) The consumer, in accordance with the Regulations and Codes specified by the Commission, may gradually build his Contract Demand during the initial period of connectivity or at later stages opt to vary his sanctioned Contract Demand either on temporary or permanent basis. Where gradual build-up of load is envisaged or permanent reduction in contract demand is envisaged then such is to be supported by a load sheet namely the 'Test Report' to be accompanied with an Application and Agreement Form so as to prevent any future assumptions or presumptions or 9/11 information asymmetry between the consumer and the public utility. These charges and surcharges inter-alia include LVSS. However, this is not the case of the instant consumer Complainant;

(d) Once Demand has been contracted and connection released at the applied or availed supply voltage, then billing is done by the public utility based on the Tariffs determined by the Ld HPERC which may be single part or two part. These Tariffs also specify other charges and surcharges which have to be levied either based on connected load (in kW or MW) (generally for single part tariffs) or Contracted Demand in kVA (for two part tariffs), the availed supply voltage, metering voltage etc etc;

(e) Therefore, for the purpose of levy of Lower Voltage Supply Surcharge (LVSS) by the Respondent HPSEBL in the instant Complaint, the consumer Complainant's sanctioned Contract Demand of 10433.48 kVA (10.43348 MVA) has itself determined his 'Standard Supply Voltage' (in kV) as 66 kV. Further, to the extent his actually availed supply voltage which is 33 kV deviates downwards from the 'Standard Supply Voltage' further determines whether he is liable to pay the additional charge namely LVSS or not.

6. This Forum hereinafter proceeds to determine the complaint on the moot issue of whether Complainant is or is not liable to be levied Lower Voltage Supply Surcharge (LVSS) by the Respondent HPSEBL in accordance with the HP Electricity Supply Code, 2009 Notified by the HP Electricity Regulatory Commission;

7. The instant matter is not of gradual build-up of load nor is it that of reduction of Contract Demand ('Temporary' or 'Permanent'). The instant matter is one that of extension of load



*Accepted*  
15/02/2023





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whereby extension implies summing of all loads existing and extended. In the instant matter for all purposes, the Contract Demand (in KVA) and not the Connected Load (in KW) becomes the basis for determination and application of 'Standard Supply Voltage' AND for application of Ld HPERC determined tariffs for the purpose of billing. In para 2.1.6 of the Himachal Pradesh Electricity Supply Code, 2009 (First Amendment) Regulations, 2014 dated 11th June, 2014, the Table under para 2.1.6.1(B) merely specifies the limits of Connected Load / Contract Demand against various voltage levels at which the Supply can be released by the Respondent HPSEBL, if supply voltage sought is lower than the Standard 10/11 Supply Voltage. In para 2.1.6 of the ibid (First Amendment) Regulations, 2014, at Sr No. 4 of the Table under sub-para (a) of para 2.1.6.1(A) provides for Standard Supply Voltage of 66 kV for Maximum Contract Demand of 12MVA. ie for Contract Demand between 10 MVA to 12 MVA, the Standard Supply Voltage shall be 66 kV. In the instant matter the Complainant is availing Contract Demand of 10433.48 kVA (or 10.43348 MVA) which is in excess of 10 MVA and therefore per the Supply Code, 2009 the Standard Supply Voltage for the Complainant becomes 66 kV. However, because the Complainant is availing supply voltage at 33 kV which is lower than the Standard Supply Voltage specified in the Supply Code being 66kV but which is permissible to be allowed for release per Table under para 2.1.6.1(B) of the Supply Code, therefore the Complainant is liable to be charged LVSS by the Respondent HPSEBL per leading para 2.1.6.1(B) of this Supply Code. Further, the rates at which such LVSS is to be charged is specified in the Tariff Orders passed by the Ld HPERC and the Complainant is liable to pay the same. The Table of the LVSS rates as specified in the relevant Tariff Order passed by the Ld HPERC is reproduced below –

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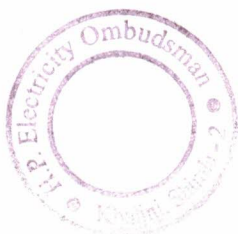
*H. Lower Voltage Supply Surcharge (LVSS):*

.....

Standard Supply Voltage	Actually Aailed Supply Voltage	LVSS
11kV or 15kV or 22 kV	1Ø 0.23 kV or 3Ø 0.415kV OR 2.2 kV	5 %
33 kV	11 kV or 22 kV	3 %
66 kV	33 kV	2 %
≥ 132 kV	66 kV	2 %

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8. Further, it is also observed that the Complainant has also failed to show to this Forum any discriminatory application of the Tariffs / Charges by the Respondent HPSEBL, especially with regard to Lower Voltage Supply Surcharge (LVSS) in respect of the Complainant;
9. Having gone through the case and having heard the matter by way of arguments extended by the parties, this Forum holds that action of the Respondent to levy Lower Voltage Supply Surcharge (LVSS) to the Complainant, being a statutory additional charge, cannot be an illegal one or a wrong one nor is such levy discriminatory and therefore the Complainant is bound to pay the same. This Forum sees no reason to interfere with the levy and Billing of LVSS as has been done by the Respondent HPSEBL. This Forum does not find merit in the complaint and arguments given by the Complainant. The issue is accordingly decided against the Complainant and in favour of the Respondent HPSEBL on foregoing terms.
10. In aforesaid terms, the instant complaint is decided on merits against the Complainant and in favour of the Respondents HPSEBL and is accordingly disposed of as dismissed.

**H – Arguments**

1. Besides written arguments, the Respondent No. 2 specifically denied of any existence of request by the Complainant to extend his load from 9999 kVA to 10433 kVA. Further, he also agreed that SJO dated 15/03/2021 available on record doesn't carry any authentication/ entry by the concerned JE.
2. The Respondents didn't have any reply/ documents/ arguments to show to the query that how come the effect of SJO dated 15/03/2021 have been carried out in the energy bill issued same day for the previous period of 05/02/2021 to 25/02/2021.
3. The Counsel for the Complainant argued that A&A Form and test report submitted at first instance is to facilitate the Distribution Licensee to check the system and is onetime activity. The Consumer can request for release of lower Contract Demand as per their demand and can gradually build up his load. They had requested for release of additional load of 3065.520 kVA and raising their Contract Demand for a total of 9999 kVA out of 10433.480 kVA which was released vide SJO dated 18/08/2020 and they have never requested for any further extension of their load.
4. He further argued that since the released load is below 10000 kVA, the LVSS is not applicable and the Respondents have started wrongly charging the same w.e from 15/03/2021 onwards.



*Accepted*  
*15/02/2023*





**I - Analysis of the Complaint:**

1. The case file bearing Complaint No. 1515/2/22/14, dated 04/05/2022 orders on which were passed by the Consumer Grievance Redressal Forum at Kasumpti on 26/08/2022 have also been requisitioned and gone through.
2. The documents on record and arguments made by both parties including written arguments have also been gone through.
3. The Complainant was issued PAC on 30/07/2020 for addition of load of 3500 kW with additional Contract Demand of 3500 kVA. Existing Connected Load was 6240.761 kW and Contract Demand was 6933.480 kVA. The total Connected Load was 9740.761 kW and Contract Demand of 10433.480 kVA.
4. The A&A Form dated 31/07/2020 indicates the total Connected Load as 9740.761 kW and Contract Demand as 10433.480 kVA. The verified test report dated 14/08/2020 (By Sr Executive Engineer Nahan) indicates the total Connected Load as 9740.761 kW only including the light load.
5. The load was sanctioned on 07/08/2020 by Respondent No. 3 at 33 kV supply voltage for Connected Load of 9740.761 kW and 10433.480 kVA Contract Demand. The condition No. 14 of the sanction letter indicated that the Complainant have to build up his load within a period of 2 month **of readiness of HPSEBL** failing which charges shall be levied as per provision of Himachal Pradesh Electricity Supply Code (First Amendment) Regulations, 2014. As per record placed, the readiness of HPSEBL was never communicated.
6. The Complainant requested for release of additional load to the extent of 3500 kW Connected Load and 3065.520 kVA (Out of 3500 kVA) Contract Demand vide letter dated 14/08/2020. The same was released vide Sundry Job Order (SJO) dated 18/08/2020 wherein the JE also gave the CT PT and meter details on same day including entries in CA22 and CA1.
7. The Complainant was issued energy bills on 9740.76 kW Connected Load and 9999.00 kVA Contract Demand till February 2021. In the energy bill dated 15/03/2021, the Contract Demand was mentioned as 10433.48 kVA. Further, an SJO dated 15/03/2021 is on record of the Respondent No. 2 wherein the description of work contains the extension of load from 9999 kVA to 10433.480 kVA for Consumer ID 10001200232 pertaining to the Complainant.
8. There is no request for extension of load from the Complainant on record and the Respondent No. 2, during arguments, stated that there is no such request available on record also. Further, there is no report of the concerned JE of having released the load



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*15/02/2023*



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and no entries in either CA1 or CA 22 have been recorded either in the SJO dated 15/03/2021.

9. The energy bill was also issued on same day for extended Contract Demand of 10433.480 kVA instead of 9999 kVA. It is quite strange to note that the SJO for extension in load was prepared on 15/03/2021 without any authentication/ entry by the concerned JE and also without any request from the Complainant to do so. Further, the Contract Demand was enhanced in the energy bill issued on same day i.e. 15/03/2021 for the previous period 05/02/2021 to 25/02/2021.
10. If the SJO dated 15/03/2021 is considered, for the sake of discussions, the extension in load should have been appeared in the next energy bill cycle which is not the case. From the record available and the verbal statement of Respondent No. 2 during arguments, it appears to be a case of after thought and just formality to extend the load without request and authentication/ entry by the concerned JE.
11. Now let us examine the written arguments of the Respondents dated 28/01/2023, received through email without any attested affidavit. They have relied upon the condition No 14 of the sanction letter dated 07/08/2020 wherein it has been stated that the Consumer have to build up his load within a period of two months failing which the charges as per Himachal Pradesh Electricity Supply Code (First Amendment), Regulations, 2014.
12. The Respondents have further relied upon the A&A Form wherein the Contract Demand has been mentioned as 10433.480 kVA but the failed to mention that in test report only Connected Load in kW has been mentioned and there is no mention of Contract Demand in that report. They also failed to take notice that the Distribution Licensee can only check Connected Load in kW and the Contract Demand is as per request of the Consumer which was for a total Contract Demand of 9999 kVA only. Contract Demand of total 9999 kVA was released vide SJO dated 18/08/2020.
13. Now let us examine the prevailing provisions of Himachal Pradesh Electricity Supply Code 2009 at the time of load sanction letter dated 07/08/2020. At that time the provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 were applicable published on 04/07/2020. The provisions are:

**Amendment of para 3.9.-** For the existing para 3.9 of the said Code, the following para 3.9 shall be substituted, namely: -

***"3.9 Delay to take supply or avail contract demand.-***

*In some cases the applicant may wish to build up the load in phases but requests for sanction of total contract demand in advance so as to avoid the need for completing the*



*Accepted*  
*15/02/2023* Page 20 of 27





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*formalities for repeated extensions of load and also to facilitate supply arrangements for the total demand envisaged for the ultimate scenario. In such cases the following shall apply :-*

*(i) the licensee may, upon receipt of request from the applicant, sanction the total contract demand which is likely to come up as per the applicant's request;*

*(ii) the licensee shall make the arrangements for the total contract demand so sanctioned after recovery of the charges corresponding to such total contract demand;*

*(iii) after completion of the works required for supply of electricity to the applicant for the total sanctioned contract demand, the licensee shall issue a notice of 60 days to the applicant intimating its readiness to supply the total sanctioned contract demand; and*

*(iv) in such cases the demand charges based on the tariff order shall be charged (during the interim period) on the following lines:-*

<b>Sr. No.</b>	<b>Description</b>	<b>Minimum limit</b>
1.	<i>Upto the end of billing month in which the notice period of 60 days expires</i>	<i>Maximum demand based on the data of actual consumption, if any.</i>
2.	<i>For next 12 billing months</i>	<i>Maximum demand based on the data of actual consumption, if any; or 67.5% of the contract demand corresponding to the test report(s) submitted from time to time; whichever is higher.</i>
3.	<i>For next 6 billing months</i>	<i>Maximum demand based on the data of actual consumption, if any; or 67.5% of the contract demand corresponding to the test report(s) submitted from time to time; or 30% of the total sanctioned contract demand; whichever is higher.</i>
4.	<i>For next 6 billing months</i>	<i>Maximum demand based on the data of actual consumption, if any; or 67.5% of the total sanctioned contract demand; whichever is higher.</i>
5.	<i>For the period beyond the expiry of time limit under Sr. No. 4 above</i>	<i>As per the normal provisions based on the total sanctioned contract demand alongwith the facility of temporary contract demand.</i>

*Provided that the chargeable demand limits, as given in items 2, 3 and 4, shall not be further decreased on account of tariff provisions relating to charging of demand charges for lesser quantum of demand due to non-utilization or temporary reduction of total sanctioned contract demand:*

*Provided further that the term contract demand corresponding to the test report(s) submitted by the consumer shall be construed to mean the contract demand as may*



*Accepted  
15/02/2023*



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*requested for by the consumer while submitting the test report(s) or the connected load (KW) as per the test report (KW converted into kVA by considering Power Factor of 0.9) whichever is lower:*

*Provided further that in case of violation of the contract demand corresponding to the test report(s), the contract demand violation charges as per the tariff order shall be applicable:*

*Provided further that in case where the Licensee has not issued the notice about its readiness to supply the total sanctioned contract demand as per clause (iii) above, the billing for the periods falling under serial number 3 and 4 in the above table shall also be done in the same manner as specified for serial number 2 till the expiry of 24 months from the date of release of connection thereafter provisions of serial number 5 shall be applicable:*

*Provided further that the schedule of tariff applicable for the total sanctioned contract demand shall be applicable for the interim periods also ( i.e. as per serial number 1 to 4 of the above table).*

**Note:-**(1) The provisions of this para shall not be applicable in cases where the applicant submits or undertakes to submit the test report(s) for 80% (or more) for the total sanctioned connected load/total sanctioned contract demand before the release of connection.

(2) In case the consumer after taking the connection as per the provision of this para 3.9, submits the test report(s) for 80% (or more) of the total sanctioned connected load /total sanctioned contract demand, at any stage before the expiry of the permitted period(s) as per the table above, the provision of this para shall cease to be applicable from the date on which such test report(s) are verified and accepted by the licensee."

14. From the above it is quite clear that the said condition No. 14 of load sanction letter dated 07/08/2020 is neither a notice of readiness of the Distribution Licensee to release the load nor is in line with the amended provisions applicable at that particular time. Thus, the condition at Sr. No. 1 of Table under (iv) of Clause 3.9 cited above does not meet the criteria of having intimated the readiness of HPSEBL to release the load and is not applicable.
15. The provisions stand amended to build up the load gradually within a period of two years and the arbitrary decision of the Respondent No. 2 to release the load without request from the Complainant and charging full load of 10433.480 kVA instead of 9999 kVA released on 18/08/2020 w.e. from 15/03/2021 onwards is not in line with the applicable provisions. The Complainant had option to gradually build up his load till 08/2022 as per applicable provisions.
16. The said SJO dated 15/03/2021 is also not in line with standard practice of authentication/ entries by the concerned JE of having released the load. Further, the extended load has been charged for February 2021 (Previous period) in the energy bill issued on 15/03/2021



*Exempt  
15/02/2023*





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giving effect of the SJO dated 15/03/2021 on same day which appears to be fabricated one or incomplete without authentication/ entry by the concerned JE.

17. Further the contention of the Respondents that as mentioned in the clause No. 2 of sanction dated 07/08/2020 that since the consumer is availing the load on supply voltage less than the standard supply voltage, the additional LVSS charges as per Tariff order shall also be levied, and per sales manual instruction No. 5 (5.10.2) does not hold good untill and unless the Consumer avails the full sanctioned Contract Demand. The Complainant had availed only 9999 kVA of Contract Demand vide SJO dated 18/08/2020 which is below the limit prescribed for levy of LVSS i.e. below 10 MVA.
18. Further, the test report only indicates the Connected Load and which is also verified by the officials of the Distribution Licensee. How much Contract Demand is to be released depends on the request of the Consumer which in this case is only 9999 kVA released vide SJO dated 18/08/2020. The full sanctioned load was in fact never released. The condition at Sr. No. 1 of Table at (iv) of Clause 3.9 would have become effective only if the Respondents had intimated their readiness to release full load which was never done.
19. Now lets us examine the orders passed by the Forum below. The Forum below have relied on the sanction letter dated 07/08/2020 wherein the Contract Demand was sanctioned as 10433 kVA and have concluded that the SJO dated 18/08/2020 for release of load by concerned Assistant Engineer for 9999 kVA Contract Demand is merely issued for the limited purpose of carrying out the job for connecting or augmenting the necessary components of supply system and further concluded that this can't override the load sanctioned by the higher authority. They further declined to take cognizance of the SJO dated 18/08/2020.
20. The Forum below failed to take cognizance that the condition No. 14 of the load sanction letter dated 07/08/2020 is not in line with the amended provisions of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 which were applicable from the date published in HP Gazette on 04/07/2020. They also failed to notice that the said condition in any case is not a notice for intimating the readiness of HPSEBL to release the full load either. They also failed to notice that since the Respondents never delivered any notice of readiness of HPSEBL to release the full load, in the amended provisions, the Consumer is entitled to gradually build up his load for a period of two years.
21. Thus, they concluded that since the load was sanctioned for 10433.480 kVA, the request and SJO dated 18/08/2020 for 9999 kVA of Contract Demand can't override the load sanction letter dated 07/08/2020 which is totally a wrong perception and not in line with the amended provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020. The SJO is also a valid document in line with provisions



*upto*  
*15/02/2023*



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of Sales Manual instruction No. 9.9 which is for facilitation of release of load to the Consumers.

22. They further concluded that since the load sanctioned was 10433.480 kVA, the LVSS is applicable. If for the sake of discussions, it is assumed that the condition No. 14 is intimation to readiness (Which is not the case although), then the full sanctioned load should have been charged w.e. from 07/10/2020 onwards which is also not the case either.
23. The orders passed by the Consumer Grievance Redressal Forum at Kasumpti is not in line with the applicable provisions of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 which were applicable from the date published in HP Gazette on 04/07/2020.

**J – Issues at hand:**

1. **Issue No. 1:** Whether the Contract Demand charged by the Respondents as 10433.480 kVA instead of 9999 kVA w.e. from March 2021 onwards is as per documents on record?
2. **Issue No. 2:** Whether the LVSS charged by the Respondents is in line with the existing provisions and documents on record?
3. **Issue No. 3:** Whether the orders passed by the Consumer Grievance Redressal Forum at Kasumpti on 26/08/2022 in Complaint No. 1515/2/22/14, dated 04/05/2022 is in line with the existing provisions of the Regulations/ Codes?

**K – Findings on the Issues:**

**Issue No. 1**

1. As is evident from the analysis done above and documents on record, the Contract Demand of 10433.480 kVA charged w.e. from bill issued on 15/03/2021 for the previous period 05/02/2021 to 25/02/2021 is not as per documents on record. The SJO dated 18/08/2020 for release of 9999 kVA load duly authenticated/ entered by the concerned JE is only valid record.
2. There are no documents on record and as per verbal statement of the Respondent No. 2 during arguments that the Complainant had not applied for extension of load from 9999 kVA to 10433.480 kVA, the SJO dated 15/03/2021 is either fabricated one or just incomplete without any authentication/ entry by the concerned JE of release of extended load. It is quite evident that the Complainant had not applied for extension of load from 9999 kVA to 10433.480 kVA.



Receipt  
15/02/2023





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3. The energy bill issued immediately after SJO dated 15/03/2021 for 05/02/2021 to 25/02/2021 is also wrong and without any request for extension of load. The Complainant had option to gradually build up his load till 08/2022 as per provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 applicable w.e. from 04/07/2020.
4. The condition No. 14 of the load sanction letter dated 07/08/2020 is neither intimation to readiness for release of full load nor is in line with Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 applicable w.e. from 04/07/2020.
5. The sanctioned load of 10433.480 kVA vide load sanction letter dated 07/08/2020 does not mean that the Consumer has to avail the same immediately. He had option to build the same within a period of two years in line with provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 applicable w.e. from 04/07/2020.

**Issue No. 2:**

1. As is evident from the analysis done above and outcome of issue No. 1 above, the LVSS charged arbitrarily by the Respondents w.e. from energy bill issued on 15/03/2021 is neither based on any request from the Complainant to extend the load from 9999 kVA to 10433 kVA nor have been authenticated/ entered by the concerned JE in SJO dated 15/03/2021.
2. Even the energy bill issued for the previous period 05/02/2021 to 25/02/2021 on 15/03/2021 charging full Contract Demand of 10433.480 kVA for the previous period is totally wrong, fabricated one or incomplete and without any authenticated documents available on record.
3. Similarly, the energy bills issued by the Respondents on full Contract Demand March 2021 onwards is totally wrong and without any authenticated documents.

**Issue No. 3:**

1. As is evident from the analysis done above and documents on record/ arguments/ verbal statements during arguments, the orders passed by the Consumer Grievance Redressal Forum at Kasumpti on 26/08/2022 in Complaint No. 1515/2/22/14, dated 04/05/2022 is not in line with the provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020 which were applicable w.e. from 04/07/2020 onwards.
2. The Consumer Grievance Redressal Forum at Kasumpti have wrongly concluded that the SJO dated 18/08/2020 for release of 9999 kVA of Load is merely issued for the limited



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purpose of carrying out the job for connecting or augmenting the necessary components of supply system and further wrongly concluded that the same can't override the load sanctioned by the higher authority.

3. Further, the Forum below have wrongly declined to take cognizance of the SJO dated 18/08/2020 which have been issued by the competent authority after load sanctioned on 07/08/2020 for release of load to 9999 kVA. They have also failed to consider the entitlement of the Complainant, in absence of any notice for readiness of HPSEBL to release the full load, to gradually build up his load within a period of two years in line with provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020.
4. Further the Forum below have wrongly concluded that LVSS is applicable on the Complainant. The LVSS is applicable for 33 kV only after the Contract Demand is above 10000 kVA wherein the authenticated load extension by the Complainant through SJO dated 18/08/2020 is 9999 kVA only and on that load LVSS is not applicable.

**L - Order:**

1. The orders passed by the Consumer Grievance Redressal Forum at Kasumpti on 26/08/2022 in Complaint No. 1515/2/22/14, dated 04/05/2022 is hereby quashed and set aside.
2. The energy bills issued by the Respondents w.e. from 15/03/2021 onwards on full sanctioned Contract Demand of 10433.480 kVA are also hereby quashed and set aside.
3. The Respondents are directed to overhaul the account of the Complainant w.e. from March 2021 onwards considering his Contract Demand as 9999 kVA in line with provisions of Clause 3.9 of Himachal Pradesh Electricity Supply Code (Fourth amendment) Regulations, 2020. No LVSS shall be applicable till 08/2022 or such shorter period, if any, if the extended load has been released above 10000 kVA before that.
4. Further, the Respondents are directed to ensure that LVSS shall also not be applicable in case the Complainant have reduced his Contract Demand below 10 MVA prior to or after 08/2022.
5. The Respondents are further directed to refund the excess amount so charged from the Complainant within a period of 30 days from the date of issue of this order or latest by 16/03/2021 positively through adjustment in the next energy bill in one installment failing which the interest @ 15% shall be applicable in line with provisions of Clause 5.7.3 of Himachal Pradesh Electricity Supply Code 2009.



*Kasumpti*  
*15/02/2023*

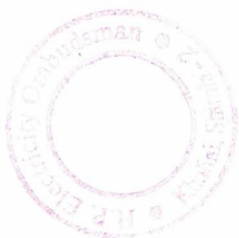




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6. The Respondents are further directed to report Compliance of above directions within a period of 30 days of issuance of the orders or but not later than 16/03/2023 positively failing which the matter shall be reported to the Hon'ble Commission for violations of the directions under Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for appropriate action by the Commission under the provisions of the Act.
7. The Complaint filed by M/S Saboo Tor Pvt Ltd, Trilokpur Road, Kala Amb, Tehsil Nahan, District Sirmour, HP-173030 is hereby disposed off.
8. No cost to litigation.

Given under my hand and seal of this office.



*Leapt*  
15/02/2023  
Electricity Ombudsman