



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

In the matter of:

**Complaint No. 21/2023**

**M/S Vodafone Mobile Services Limited C/O Shri Suraj Prakash Son of Sh. Joginder Singh Chandel, resident of village Luhnu, P.O. Chandpur, Tehsil Sadar, Distt. Bilaspur, H.P. 174004**

**-Complainant**

**Vs**

1. **Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004**
2. **The Assistant Executive Engineer (E), Electrical Sub-Division, HPSEBL, Kandroul, Distt. Bilaspur, HP-174004**

**- Respondents**

1. **Complaint No. 21/2023 (Registered on 11/09/2023)**
2. **(Orders reserved on 06/11/2023, Issued on 16/11/2023)**

**Counsel for:**

**The Complainant:** Sh. O. C. Sharma, Advocate  
**The Respondents:** Sh. Kamlesh Sakhlani Under Sectt.Law  
 Sh. Rajesh Kashyap, Advocate  
 Sh. Ravinder Kumar, AE

**CORAM**

**Er. Deepak Uppal**  
**HP Electricity Ombudsman**

**Order**

1. The case was received & registered on 11/09/2023. The prayers granted for restraining Respondent Board from taking any corrosive action such as disconnection of supply during the period of pendency of this complainant with this Appellate Forum, under the provisions of Regulation 36 read with Regulation 33 (2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, however, for condonation of delay, the prayer was to be granted after listening both the parties on the date of admission hearing. As such interim order dt.12.09.2023 was issued. The complainant was further directed to submit the proof of deposit of 50% of the disputed amount before the case was to be listed for admission hearing.
2. The Complainant submitted the proof of having deposited 50% of the disputed amount and thereafter the matter was listed for admission hearing on 28.09.2023 The prayer for condonation of delay granted after listening to both the parties on the date of Admission hearing on dt. 28/09/2023. The Respondent Board was directed to submit the reply on before 16/10/2023 and Rejoinder thereafter by the Complainant if any. The case was listed for hearing on dated 16/10/2023.
3. The Respondent Board submitted the reply on 09/10/2023 in compliance to this court's order dt. 28/09/2023. However, the Respondent Board under para-4 of his reply dt. 09.10.2023 mentioned



*Deepak Uppal*





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that the complaint under Regulation 33(f) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) Regulations, 2013 is time barred which was contrary to the consensus arrived at after listening to both the parties during hearing on dt. 28/09/2023 and agreed categorically by the counsel for Respondent Board and allowed condonation of delay in filing the said representation. The matter was again discussed and the Respondent Board confirmed contentions on earlier averments on the issue of condonation of delay, allowed. After deliberations by the counsel for the Respondent, the submissions under para-4 were overruled. The complaint was to submit Rejoinder within weeks' time positively. The case was listed for Arguments on dated 30/10/2023.

4. Case called, heard both the parties. The arguments could not be conducted as the Counsel for Complainant submitted the rejoinder in the Court during the course of hearing and after listening to both the parties the matter was listed for final arguments on 06/11/2023.
5. Case called, the matter was heard. both the parties advanced their arguments orally. During the course of arguments, concerned officers also appeared and exchanged their views on the instant issue. The arguments were heard and concluded and Orders reserved. Hence, proceedings ended within 60 days without any delay.

**A-Brief Facts of the Case:**

1. M/S Vodafone Mobile Services Limited C/O Shri Suraj Prakash Son of Sh. Joginder Singh Chandel, resident of village Luhnu, P.O. Chandpur, Tehsil Sadar, Distt. Bilaspur, H.P. 174004 have filed an application, received & registered on 11/09/2023, under provisions of Regulation 28 (1) (b) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the final Orders passed by the Add. Consumer Grievance Redressal Forum (CGRF) Bilaspur on dated 19/07/2023 in Complaint No. 03/05/2023/2224/1/23/011. Copy of the Complaint has also been sent by post on 08/09/2023 by the Complainant to the Respondents.
2. On the prayer of the complainant, in the Interim Order dated 12/09/2023 was given relief in terms of powers conferred under the provisions of Regulation 36 read with Regulation 33 (2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 from recovery/ realization against the amount of bill raised on dt. 09/08/2023 and for any coercive action by the Respondent towards disconnection of supply during the pendency of the present Complaint with this Appellate Forum.
3. The complainant has also filed an Application under Regulation 33 Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 with prayer for condonation of delay in filing the Representation against order dated 19/07/2023 passed by the Add. Consumer Grievance Redressal Forum (CGRF) Bilaspur. The prayer for condonation of delay granted after listening to both the parties on the date of Admission hearing on dt. 28/09/2023 which was listed after the Complainant submitted proof of deposit of 50% of the disputed amount.

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

1. The Complainant submits Representation under Regulations 28(1)(b) of H.P.E.R.C. (CGRF and Ombudsman) Regulation 2013 against the Order dated 19.07.2023 passed in Complaint No. 03/05/2023/2224/1/23/011 titled as M/s Vodafone Mobile Services Limited Versus HPSEBL and



*Suraj Prakash*





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Another by Ld. Additional CGRF (OP Circle) HPSEBL, Bilaspur, District Bilaspur, H.P., with a prayer to quash and set aside the same

**BRIEF FACTS OF THE CASE :**

2. The Complainant submits that the representationist filed a complaint under Regulation 17 of the H.P.E.R.C. C.G.R.F. and Ombudsman Regulation 2013 before the Ld. Additional C.G.R.F. Bilaspur which has been registered by the Ld. Additional C.G.R.F. Bilaspur as complaint No. 03/05/2023/2224/1/23/011 after remanding of the same by the Ld. C.G.R.F. Shimla.
3. The Complainant submits that the facts of the complaint filed before the Ld. CGRF Shimla and subsequently transferred to Ld. Additional C.G.R.F. Bilaspur are that complainant/representationist applied for connected load of 4.45 KW for operation and functioning of Mobile tower at Kandrou and the same was accordingly provided to the complainant/representationist under Consumer ID No. 100007000501.
4. The Complainant submits that the complainant/representationist also applied for connected load of 2.74 KW for operation and functioning of Mobile Tower at village Luhnu (near Shiva Engineering College) P.O. Chandpur, Tehsil Sadar, District Bilaspur, H.P. and the same as accordingly provided under consumer I.D. No. 100002045045.
5. The Complainant submits that the operation and functioning of Mobile Tower at Kandrou, Tehsil Sadar District Bilaspur, H.P. was stopped by the complainant/ representationist and the complainant/ representationist accordingly orally requested the respondent No. 2 to permanently disconnect the electricity connection of account 100007000501. The said request of the complainant/ representationist was not acceded to and the electricity bills were being raised upto 18.02.2020 for meter rent/fixed charges. The complainant/ representationist has paid all the bills as were raised upto 18.02.2020. It is worth to submit here that the request of the complainant / representationist as was made in the month of January, 2019 for the PDCO was considered by the respondents at a later stage and the meter was thereby removed from the site.
6. The Complainant submits that the respondents issued letter dated 03.12.2022 and demanded therein an amount of Rs. 6,24,854/- for the period 2019 to 2021 with respect to electricity connection having consumer I.D. No. 100007000501. The said letter dated 03.12.2022 was issued by the respondent No. 2 at the instance of Audit party. It is worth to submit here that no audit para of the Audit party was supplied alongwith the letter dated 03.12.2022. In the said letter dated 03.12.2022, the respondent No. 2 has stated that the aforesaid amount will appear as sundry in the bill of consumer I.D. 100002045045 for the month of December, 2022. The respondent No. 2 further required the complainant/ representationist to make the payment of aforesaid amount and threatened in the said letter that the electricity supply connection of the complainant would be disconnected. Copy of letter dated 03.12.2022 is annexed herewith as **Annexure C-1**.
7. The Complainant submits that the respondents issued monthly energy bill dated 16.12.2022 against electricity connection having consumer I.D. No. 100002045045 and apart from the current energy charges, the respondents demanded an amount of Rs. 6,24,854/- under the head sundry. In the bill dated 16.12.2022, the respondent also threatened for the disconnection of electricity supply after expiry of 15 days in the event of non-payment of all dues by due date i.e. 28.12.2022. The complainant/ representationist is, as such, has all reasonable apprehension that the electricity supply of connection having consumer I.D. No. 100002045045 would be permanently disconnected by the respondents. The copy of Bill dated 16.12.2022 is annexed herewith as **Annexure C-2**.



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8. The Complainant submits that after the receipt of bill dated 16.12.2022, the complainant/ representationist requested the respondents to supply the requisite details of sundry amount of Rs. 6,24,854/- and the respondent No. 2 supplied the same and the copy of the same is annexed herewith as **Annexure C-3**.
9. The Complainant submits that the respondents are not legally justified in raising the demand of alleged sundry charges amounting to Rs. 6,24,854/- relating to the electricity connection having consumer I.D. No. 10007000501 in the monthly energy bill of another electricity connection having consumer I.D. No. 100002045045 and as such, the demand of the same deserves to be quashed and set-aside.
10. The Complainant submits that the respondent No. 2 should not have issued the demand notice dated 03.12.2022 to the complainant/ representationist qua the demand of Rs. 6,24,854/- at the instance of Audit Party. The respondent No. 2 ought not to have accepted the Audit para, if any, of the Audit Party, more particularly when the same is an expression of opinion and the same is not an absolute conclusion. The respondent No. 2 should have verified and scrutinized the record maintained in the Electrical Sub-Division prior to raising of demand of alleged sundry charges of Rs. 6,24,854/- and in the instant case the said requirement has not been met with by the respondent No. 2 and as such the aforesaid demand deserves to be set-aside and quashed by the Ld. Forum.
11. The Complainant submits that the respondents cannot take coercive action for disconnection of electricity connection having consumer I.D. No. 100002045045 under the garb of alleged demand of sundry amount of Rs. 6,24,854/-. The respondents can recover the aforesaid sundry amount by taking recourse of law i.e. by way of filing a suit for recovery and as such, the entire activities of the respondents are illegal, arbitrary, unjustified and unsustainable in law. The copy of complaint is annexed herewith as **Annexure C-4**.
12. The Complainant submits that the respondents after putting in appearance before the Ld. C.G.R.F. Shimla filed their reply and resisted the grievances of the complainant/ representationist vide the copy of same is annexed herewith as **Annexure C-5**.
13. The complainant/representationist filed rejoinder to the complaint in view of the reply filed by the respondents before the Ld. C.G.R.F. Shimla and the copy of the same is annexed herewith as **Annexure C-6**.
14. The Complainant submits that the Ld. C.G.R.F. Shimla at the stage of hearing of grievances of the complainant/ representationist observed that the matter dispute is to be adjudicated by the Ld. Additional CGRF Bilaspur and as such, by way of passing a separate order to this effect, the Ld. CGRF Shimla assigned/transferred the grievances of the complainant/ representationist to the Ld. Additional CGRF Bilaspur. On transfer/assignment of the grievances of the complainant/ representationist, the complaint filed by the complainant/ representationist was taken up by the Ld. Additional CGRF Bilaspur for its adjudication. The Ld. Additional CGRF Bilaspur during the course of adjudication of grievances of the complainant/ representationist, the respondents filed their reply before the Ld. Add. CGRF Bilaspur and thereby accompanied certain documents. The copies of the reply filed before Ld. Add. CGRF Bilaspur alongwith documents have been collectively annexed herewith as **Annexure C-7**.
15. The Complainant submits that the Ld. Additional CGRF Bilaspur without affording opportunity of hearing to the complainant/representationist, passed the impugned order dated 19.07.2023 which was posted to the complainant/representationist through letter dated 24.07.2023 vide the copy of the same is annexed herewith as **Annexure C-8**.

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16. That the complainant/ representationist after the receipt of copy of order dated 19.07.2023 applied to the A.E. HPSEBL, Electrical Sub-Division Kandrour copies of electricity bills raised w.e.f. 01.06.2011 to 01.11.2022, vide the copy of the same annexed herewith as **Annexure C-9**.
17. The Complainant submits that the respondents after the passing of order dated 19.07.2023 by Id. Additional CGRF Bilaspur raised monthly energy bill dated 09.08.2023 and raised therein demand of Normal arrears for Rs. 503718.25 vide the copy of the same annexed herewith as **Annexure C-10**.
18. The Complainant submits that the PIO cum Senior Executive Engineer, Electrical Division, HPSEBL Ghumarwin supplied the particulars of bills raised and units consumed w.e.f. June 2011 to November 2022 vide the copy of letter dated 26.08.2023 annexed herewith as **Annexure C-11**.
19. The Complainant submits that feeling aggrieved by and dissatisfied with the impugned order dated 19.07.2023 passed by the Id. Additional CGRF Bilaspur in complaint No. 03/05/2023/2224/1/23/011 for non-redressal of grievances of the complainant/representationist, the complainant/representationist prefers the present representation before this Id. Authority on the following grounds:
- a. That the finding and conclusions returned and arrived at by Id. Additional C.G.R.F. in its order dated 19.07.2023 in complaint No. 03/05/2023/2224/1/23/011 are perverse, illegal, unjust and against the very spirit and intendment of HP Electricity supply code 2009 and the same deserve to be quashed and set aside by this Id. Authority. It is most respectfully submitted that the observations made by the Id. Additional CGRF in its order dated 19.07.2023 are based on erroneous consideration of documentary evidence and as such, the same is to be quashed and set aside by this Id. Authority.
  - b. That the conclusions arrived at by the Id. CGRF in its Order dated 19.07.2023 are perverse, unsustainable and deserves to be quashed and set-aside by this Id. Authority more particularly in the facts situation that the observations made in para 6 of Order dated 19.07.2023 that "from the pursuance of bill record it has been found that temporary meter of the complainant (ID100007000501) was defective (screenwash) from a very long period since 2013 until the date of PDCO effected on 18.11.2022. The same on the direction of this Forum was also got tested from M&T and through MRI by the complainant but no data could be retrieved, the average was being charged in the monthly energy bills in a very random and casual way Rs. 41,240/- in January 2017 and Rs. 5,40,745/- in 10/17 and thereafter around Rs. 10,000/- in the months 11/18. Thereafter in billing after 11/2020 the average bills got reduced drastically hence this Forum finds that the audit has rightly assessed the short assessment on this account and necessary correction has been got incorporated as described above for double charging of 12000 units." It is most respectfully submitted the Id. Additional CGRF below in its order dated 19.07.2023 has observed that an amount of Rs. 1,21,950/- was charged extra by the respondents and the disputed amount comes to Rs. 5,02,904/- till PDCO.
  - c. That the observations and findings of the Id. Additional CGRF below in its order dated 19.07.2023 are misconceived, erroneous and based on mis-appreciation of documentary evidence. The Id. Additional CGRF below has not required the respondents to submit the particulars of bills raised w.e.f. 2012 onwards in order to ascertain whether the meter of the complainant/representationist was incorrect/defective and not recording the consumption of units upto the date of removal of the meter from the site of the complainant/representationist. It is most respectfully submitted that the bare perusal of billing record indicated in Annexure C-10 would amply demonstrate that the meter of the



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complainant/representationist was functioning and recording of unit correctly till the date of removal of the same by the respondents. The consumption of units by the meter has been indicated in the said billing record, Annexure C-10, and the complainant/representationist has paid all the bills as were raised by the respondents till the date of its disconnection. The meter installed in the site in question was not having any defect/screenwash and the same was correctly recording the consumption of units. The sending of meter to the M&T Lab for testing on 13.06.2023 and result thereof in terms of letter dated 14.06.2023 is of no consequence as the same has been sent to the laboratory after almost one year gap after its removal and as such the findings of the Ld. Additional CGRF Bilaspur for upholding the demand of Rs. 5,02,904/- deserves to be quashed and set-aside by this Ld. Authority.

- d. That the Order dated 19.07.2023 passed by the Ld. Additional CGRF Bilaspur is against the principle of natural justice as no effective and proper opportunity of hearing was afforded to the complainant/representationist prior to the passing of the same.
- e. That there is no representation by the complainant/ representationist in respect of the same grievances, pending in any proceedings before any Court or Tribunal or Arbitrator or any other authority.
- f. That no representation was earlier made in respect of the present grievance before this Hon'ble Authority
- g. That the present representation is not within the statutory period of limitation. That the complainant/representationist is filing the present representation beyond the prescribed period of 30 days and a separate application for condonation of delay for not filing the same within prescribed period of limitation is being filed separately.

Nature of Relief sought from the Ombudsman

- 20 The Complainant submits that following reliefs may be granted in favour of the consumer/complainant and against the respondents:
  - a) An Order quashing and setting aside the impugned order dated 19.07.2023 passed in complaint No. 03/05/2023/2224/1/23/011 by Ld. Additional CGRF Bilaspur and further subsequent monthly energy bill dated 19.08.2023 wherein an amount of Rs. 5,03,718.25 paise has been demanded as normal arrears by declaring the same as wrong, illegal, arbitrary, unjustified, unsustainable and against the principle of natural justice and also without application of mind.
  - b) The respondents may kindly be directed not to recover and realize the amount of Rs. 5,02,904/- as upheld by the Ld. Additional CGRF Bilaspur to be payable by the complainant/representationist in its order dated 19.07.2023 and further demanded in monthly energy bill dated 09.08.2023 for Rs. 5,03,918.25 paise by invoking its powers under Regulation 36 of Ibid Regulations, 2013, in the interest of justice.
  - c) Any other Order or direction as this Ld. Authority deems fit and proper under the facts and circumstances of the case may also be passed in favour of the representationist/complainant.

**C- The Respondent's Submission:**

1. The Respondent Submits Representation under Regulation No. 28 of the HPREC Consumer Grievance Redressal (CGRF and Ombudsman) Regulation 2013. Reply on behalf of Respondents.

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**On Preliminary Objections: -**

1. The Respondent Submits that the representation of the complainant is not maintainable because the Ld. ACGRF has passed a well-reasoned and speaking order dated 26/07/2023 which is in accordance with the provisions of the HP Electricity Supply Code 2009 and the same warrants no interference by this Ld. Forum as such the representation of the complainant is not maintainable in the eyes of the law and the same is liable to be dismissed.
2. The Respondent Submits that the complainant has no cause of action and locus standi to file and maintain the present representation and same is liable to be dismissed.
3. The Respondent Submits that the complainant is estopped by its own acts and conduct to file the present representation and same is liable to be dismissed.
4. The Respondent Submits that the representation filed by the complainant against the order of the Ld. Forum below is time-barred under Regulation No. 33(f) of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 as such the present complaint is not sustainable in the eyes of the law and the same is liable to be dismissed.

**Reply on Merits: -**

1. The Respondent denies 1 para-1 to para-7 of the representation of the Complainant with a pretext that they are a matter of record hence needs no reply.

**REPLY TO THE BRIEF FACTS OF THE CASE: -**

1. The Respondent Submits that the Para -1 to Para-3 of the representation are a matter of record hence needs no reply.
2. The Respondent Submits that the Para No. 4 of the representation is admitted to the extent of permanent disconnection of the electricity connection having account No. 100007000501 vide PDCO No. 100007000501/2022/1102 dated 02/11/2022 effected on the spot on 18/11/2022 rest of the para is wrong and incorrect hence denied. It is further submitted with due respect that the complainant had never requested the replying respondents for permanently disconnecting the power supply connection issued to him and this fact is very well evident from the fact that the complainant had made oral request but the date and time of the request had not been mentioned in his pleadings which means it is an afterthought of the complainant just to avoid the payment of the billed amount raised by the replying respondents on account of electricity consumption charges/short assessment as such the present complaint is not sustainable in the eyes of the law and the same is liable to be dismissed.
3. The Respondent Submits that the Para No. 5 of the representation is admitted to the extent of demand notice issued to the complainant dated 03/12/2022 thereby demanding a sum of Rs. 6,24,854/- on account of short assessment pointed out by the audit party rest of the para is wrong and incorrect hence denied. It is further submitted that a detailed reply has already come in the preceding paras supra and the same may kindly be read as reproduced here for the sake of brevity.
4. The Respondent Submits that the Para No. 6 of the representation is a matter of record hence needs no reply.
5. The Respondent Submits that the Para No. 7 of the representation is a matter of record hence needs no reply.
6. The Respondent Submits that the Para No. 8 of the representation is wrong and incorrect hence denied. It is further submitted with due respect that an internal audit was carried out by the audit party in respect of Electrical Sub-Division Kandroul for the period 4/2018 to 3/2019, on 30/06/2020 and during the course of audit for the period 04/2018 to 03/2019 and while



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checking the ledger, SCOs and MCOs the audit party had pointed short assessment charged from the various consumers and worked out an amount Rs. 1, 70,52, 824/- on account of short assessment, permanent defaulter, on account of TDCO & PDCO, less erection charges, less IDC and less meter security and directed the replying respondent to recover the same. Similar audit was also carried out by the by the audit party in respect of Electrical Sub-Division Kandroul for the period 4/2019 to 3/2020, on 19/06/2021 and during the course of audit for the period 4/2019 to 3/2020, and while checking the ledger, SCOs and MCOs the audit party had pointed short assessment charged from the various consumers and worked out an amount Rs. 10448428/- on account of short assessment, permanent defaulter, on account of TDCO & PDCO, less erection charges, less IDC and less meter security and directed the replying respondent to recover. It is further submitted with due respect that another similar audit was also carried out by the by the audit party in respect of Electrical Sub-Division Kandroul for the period 4/2020 to 3/2021, on 10/02/2022 and during the course of audit for the period 4/2020 to 3/2021 and while checking the ledger, SCOs and MCOs the audit party had pointed short assessment charged from the various consumers and worked out an amount Rs. 69,22,413/- on account of short assessment, permanent defaulter, on account of TDCO & PDCO, less erection charges, less IDC and less meter security and directed the replying respondent to recover. The audit party after working out the amount due and chargeable from the various consumers directed to recover the amount through sundry and accordingly the amount in question is being recovered from the consumers. In the present case the audit party has pointed out short assessment in respect of the complainant for the different period the details of which is as under: -

Audit Period of 04/2018 to 03/2019 dated 30/06/2020						
Sr. No.	Account Number	Description	SOP	ED	S/Sidy	Total
1.	100007000501	28500 units less average charged 11/2018 to 05/2019	Rs. 1,99,500/-	Rs.7980	-	Rs. 207480/-

Audit Period of 04/2019 to 03/2020 dated 19/06/2021						
Sr. No.	Account Number	Description	SOP	ED	S/Sidy	Total
1.	100007000501	13500 units less average charged 02/2019 to 07/2020	Rs 97500/-	Rs.3900/-	-	Rs. 1,01,4,00/-

Audit Period of 04/2020 to 03/2021 dated 10/02/2022						
Sr. No.	Account Number	Description	SOP	ED	S/Sidy	Total
1.	100007000501	3200 units less average charged	Rs. 22400/-	Rs.896/-	-	Rs. 23,296/-



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		09/2020 to 11/2021				
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7. The Respondent Submits that it is pertinent to mention here that during course of hearing the Ld. Forum directed the replying respondent to recheck their calculations in the audit memos and on rechecking it was found that audit party had for the period of 02/19 to 05/20 avg. of 12000 units has been worked out twice and hence an amount of Rs. 1, 21,950/- was charged extra. Therefore, the disputed amount in respect of temporary connection at Kandrour gets reduced from Rs.6,24,854 to Rs 5,02,904 till PDCO in respect of Temp. of the complainant and accordingly a rebate of Rs. 1,21,950/- was given to the complainant alongwith rebate on LPS on this amount as per the directions of the Ld. ACGRF below vide sundry No. \_\_\_\_\_. It is further submitted that a sum of Rs. 5,02,904/- is still to be recovered from the complainant and in case the complainant do not deposit this amount in that eventuality the disputed billed amount will continue to pile up with the levy of LPS as per the provisions of the Tariff order as well as the provisions of the HP Electricity Supply Code, 2009. As such the order passed by the Ld. Forum below is well reasoned and speaking order and in accordance with the provisions of the HP Electricity Supply Code, 2009 and the same does not warrants any interference at this belated stage. It is further submitted that in compliance with the order passed by the Ld. Forum below the replying respondents have given a rebate of Rs. 1,21,950/- to the complainant as well as the M/s ATC India B-320 3<sup>rd</sup> Floor, Tower-B, Bestech Business, Sector 66 Mohali (PB) has also been requested to effect the change the name of the consumer in its name vide letter dated 21/08/2023 since the complainant has sold its business to the M/s ATC India B-320 3<sup>rd</sup> Floor, Tower-B, Bestech Business, Sector 66 Mohali (PB). Moreover, the representation of the complainant is time barred and the same is liable to be dismissed.
8. The Respondent Submits that the Para No. 8 of the representation is wrong and incorrect hence denied. It is further submitted with the utmost respect that a detailed reply has already come in the preceding paras supra and the same may kindly be read as reproduced here for the sake of brevity.
9. The Respondent Submits that the Para No. 9 of the representation is wrong and incorrect hence denied. It is further submitted with the utmost respect that the Regulation No. 5.2.13 of the HP Electricity Supply Code, 2009 authorize/empowered the HPSEBL to refuse give supply to the consumer at any other premise until he pays the amount due and Instruction No. 38.2.4 of the Electricity Sales Manual empowered the HPSEBL to credit the unrecovered outstanding amount of the same defaulting consumer from his another connection at some other place. As such the action of the replying respondent to credit the outstanding amount of the electricity connection bearing account No. 100007000501 to the 100002015045 is just and legal. As such the order passed by the Ld. Forum below does not warrants any interference by this Forum and the present representation is liable to be dismissed.
10. The Respondent Submits that the Para No. 10 of the representation is wrong and incorrect hence denied. It is further submitted that a detailed reply has already come in the preceding paras supra and the same may kindly be read as reproduced here for the sake of brevity.
11. The Respondent Submits that the para No. 11 of the representation is a matter of the records hence needs no reply.
12. The Respondent Submits that the para No. 12 of the representation is a matter of the records hence needs no reply.



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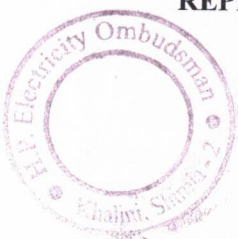


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13. The Respondent Submits that the Para No. 13 of the representation is wrong and incorrect hence denied. It is further submitted with the utmost respect that the Ld. Forum below has afforded ample opportunity of being heard to the complainant but the complainant failed to establish its case before the Ld. Forum below. As such the order passed by the Ld. Forum below does not warrant any interference by this Forum and the present representation is liable to be dismissed.
14. The Respondent Submits that the Para No. 14 of the representation is a matter of record hence needs no reply.
15. The Respondent Submits that the Para No. 15 of the representation is a matter of record hence needs no reply.
16. The Respondent Submits that the Para No. 16 and its sub-paras from (i) to (iv) of the representation pertaining to the records are admitted and contrary to the records are denied specifically. It is further submitted with due respect that the order passed by the Ld. ACGRF dated 26/07/2023 is in accordance with the provisions of the Electricity Act, 2003 and the rules and regulations framed thereunder which warrants no interference by this Ld. Court. It is further submitted that the complainant is duty bound to deposit the arrears of the electricity bill which are statutory in nature and the complainant is duty bound to deposit this amount failing which the outstanding amount of the electricity bill continues to pile up with the levy of LPS as per the provisions of HP Electricity Supply Code, 2009 and Tariff order and the replying respondents have no other option except to disconnect the power supply to the premise of the complainant. It is further submitted the Ld. Forum below has passed a well-reasoned and speaking order which does not warrant any interference by this Ld. Forum. As such the present representation is also not sustainable in the eyes of the law and the same is liable to be dismissed.
17. The Respondent Submits that the Para No. 17 of the representation is legal one hence needs no reply.
18. The Respondent Submits that the Para No. 18 of the representation is legal one hence needs no reply.
19. The Respondent Submits that the Para No. 19 of the representation is admitted to be correct. It is further submitted that the representation of the complainant is time barred and the same is liable to be rejected in limine on this sole ground.
20. The Respondent Submits that the Para No. 8 of the representation is a matter of the records hence needs no reply.
21. The Respondent Submits that the Para No. 9 of the representation is matter of records hence needs no reply.
22. The Respondent Submits that the Para No. 10 of the representation is wrong and incorrect hence denied. It is further submitted with the utmost respect that a detailed reply has already come in the preceding paras supra and the same may kindly be read as reproduced here for the sake of brevity.
23. The Respondent Submits that in view of forgoing submission it is, therefore, humbly prayed that the representation filed by the complainant may kindly be dismissed with cost, in the interest of justice.

**D- The Complainant's Additional Submissions through Rejoinder:**

**REPLY TO THE PRELIMINARY OBJECTIONS:**







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1. The Complainant submits that the contents of paras 1 to 4 of the preliminary objections are wrong and hence vehemently denied. The representation of the complainant is maintainable before this Ld. Authority as the Order dated 26.07.2023 passed by the Ld. Additional CGRF Bilaspur is perverse, erroneous and unsustainable in law and facts involved in the case. The complainant has cause and locus standi to file and maintain the present representation before this Ld. Authority as the Order dated 26.07.2023 cannot be allowed to sustain as the same is based on surmises and conjectures. The delay in filing the representation stood already condoned by this Ld. Authority.

**REJOINDER TO REPLY ON MERITS:**

2. The Complainant submits that the contents of paras 1 to 7 of the reply on merits do not call for rejoinder.

**REJOINDER TO REPLY TO THE BRIEF FACTS OF THE CASE:**

3. The Complainant submits that the contents of paras 1 to 3 of the reply to the brief facts of the case do not call for rejoinder.
4. The Complainant submits that the contents of para No. 4 of the reply do not call for rejoinder so far as the same admit the contents of para 4 of the representation. Rest of the contents of para 4 of the reply are wrong hence denied. It has very specifically been pleaded in para 4 of the representation that request for disconnection of electricity supply of connection No. 5045 was made in January 2019 by the complainant.
5. The Complainant submits that the contents of para No. 5 of the reply do not call for rejoinder so far as the same admit the contents of para 5 of the representation. Rest of the averments made contrary are wrong hence denied.
6. The Complainant submits that the contents of paras 6 and 7 do not call for rejoinder. However, the contents of para No. 6 and 7 of the representation are reasserted and reiterated here.
7. The Complainant submits that the contents of para No. 8 of the reply as represented are wrong hence denied. It is submitted that the demand raised by the respondents for Rs. 6,24,854/- thorough notice dated 03.12.2022 and as sundry in bill dated 16.12.2022 is absolutely wrong, unjustified, illegal, arbitrary and unsustainable. The alleged short assessment of Rs. 2,07,480/- for the period 11/2018 to 05/2019 for Rs. 28,500 units less average charged, Rs. 1,01,400/- for the period 02/2019 to 07/2020 for 13500 units less average charged and for Rs. 23,296/- for the period 9/2020 to 11/2021 for 3200 units, totaling to Rs. 3,32,176/-, made by the Audit party is absolutely wrong, illegal, arbitrary, unjustified and against the provisions of Supply Code and Sales Manual Instructions. The levy of LPS on the alleged above stated less average charged amount is absolutely wrong and illegal. It is further submitted that the respondents should not have accepted the opinion of Audit party and the respondents should have dropped the same, more particularly, in the facts situation that it was not permissible for the Audit party to point out the alleged short assessment on 28500 units, 13500 units and 3200 units as less average charged with respect to account No. 100007000501 w.e.f. 11/2018 to 11/2021 as the meter was accurately recording and registering the consumption of units and the same was never defective. It is not the case of the respondents that the meter installed against account No. 10007000501 was ever defective. The acts of the respondents for levy of LPS on the alleged amount pointed out by the Audit party on account of short assessment on average basis are absolutely wrong, illegal, arbitrary and against the provisions of Sales



*Signature*





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Manual instructions. The acts of the respondents in subsequently transferring the same in Consumer I.D. No. 100002045045 are absolutely wrong, illegal and unjustified. It is worth to submit here that in case the complainant consumer committed default in the payment of electricity consumption charges w.e.f. 27.02.2020, in that eventuality the respondents should have invoked the instruction No. 38.2 for the temporary disconnection of electricity supply of the complainant and thereafter provisions of instruction no. 38.23 of Sales Manual for permanent disconnection of supply and termination of the agreement executed with the complainant consumer and the said provision has been contained in Para 7.1.2 and 7.1.3 of the Supply Code. The said provisions of Supply Code are to be strictly followed by the respondents. The entire acts of the respondents in the alleged demands are wrong, illegal, unjustified, arbitrary and against the provisions of the Supply Code and Sales Manual Instruction. The alleged manual posting made on 28.12.2020 for Rs. 2,07,480/- is also wrong, illegal, arbitrary and unjustified. The order passed by the Ld. ACGRF Bilaspur is non-speaking and the same lacks proper reasoning of holding the amount of Rs. 5,02,904/- as payable by the complainant. The Order passed by the Ld. ACGRF Bilaspur is perverse and erroneous as the Ld. ACGRF has not appreciated that there was no occasion for the audit party as well as respondents to raise any demand for consumption of energy over and above the bills raised against account No. 501 upto date of PCDCO dated 02.11.2022 effected on 18.11.2022 based on consumption recorded by the meter. The factum of recording of consumption is evident enough from the Annexure C-11. The Id. Forum below has not appreciated that the meter No. 501 was not sent to M&T Lab for testing after its removal on 18.11.2022. The sending of meter No. 501 to M&T Lab on 13.06.2023 and report dated 14.06.2023 thereof is of no consequence as the possibility of mishandling and improper preservation of the same cannot be ruled out.

8. The Complainant submits that the reference as has been made in the para under response regarding provisions of Para 5.2.13 of Supply Code 2009 and Instruction No. 38.2.4 do not call for rejoinder. However, it is submitted that the alleged inadmissible and unjustified outstanding amount cannot be credited by the respondents to another account i.e. 5045 of the complainants.
9. The Complainant submits that the averments made in para 10 of the reply are wrong hence denied and the contents of corresponding para 10 of the representation are reasserted and reiterated here.
10. The Complainant submits that the contents of para No. 11 and 12 of the reply do not call for rejoinder.
11. The Complainant submits that the averments made in para 13 of the reply are wrong hence denied and the contents of corresponding para 13 of the representation are reasserted and reiterated here.
12. The Complainant submits that the contents of para No. 14 and 16 of the reply do not call for rejoinder.
13. The Complainant submits that the contents of para 16 of the reply, as represented, are wrong hence denied and the contents those of corresponding paras 16(i) to 16(iv) of the representation are reasserted and reiterated here.
14. The Complainant submits that the averments made in paras 17 and 18 of the reply do not call for rejoinder.
15. The Complainant submits that the contents of para 19 of the reply do not call for rejoinder.



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16. The Complainant submits that the contents of paras 8 and 9 of the reply do not call for rejoinder.
17. The Complainant submits that the contents of para 10 of the reply are wrong hence denied and those of corresponding para 10 of the representation are reasserted and reiterated here.
18. The Complainant submits that it is, therefore, most respectfully prayed that the reliefs as have been prayed for in the representation may kindly be granted in favour of the complainant, in the interest of justice.

**E- The Complainant's written Arguments:**

The Complainant did not submit any written arguments instead preferred oral arguments.

**F- The Respondent's written Arguments:**

The Respondent also did not submit any written arguments instead preferred oral arguments.

**G- The Arguments of both during proceedings:**

Final Arguments held on 06.11.2023 and both the parties advanced their Arguments at length. During final Arguments, the counsel for Complainant placed on record, the documents comprising a bunch of meter readings showing record w.e.f June-11 to November-22 which were acquired by the Complainant through RTI Act-2005 from Public information Officer-Cum-Sr. Executive Engineer, Electrical Division, HPSEBL Ghumarwin vide letter dt.26.08.2023 and were also attached as Annexure C-11 with the petition. The readings were discussed in details during arguments and the views of the officer of the Respondent appeared during final hearing on this, were also recorded who also agreed that the meter in question appears to be functional one. The counsel for Complainant emphasised time and again during arguments that the meter is not defective. The counsel for Respondent also agreed to certain extent. This course of averments made the very important issue suspicious whether the meter in question remained defective since 2013 or otherwise as was extracted from the set of above-mentioned meter readings w.e.f June-11 to November-22 placed on record by the Counsel for Complainant. It was a matter of concern that the set of readings obtained under RTI were somewhere appearing in "Three Digits" and somewhere as "Zero" leaving an impression that the readings were not average readings but were actual readings subject to consumption pattern and this court without any doubt extracted that "Zero" reading can never be an average reading, hence created massive doubt in the adjudication of ACGRF Bilaspur and the demand notes raised thereof.

**H- Consumer Grievance Redressal Forum Order No.**

**Brief Facts of the Case.**

1. Complaint has been filed under regulations 16,17 & 18 of the HPERC and Ombudsman Regulation, 2013.
2. The Complainant M/S Vodafone Mobile Services limited C/o Sh. Suraj Prakash son of Shri joginder Singh Chandel resident of village Luhnu, P.O. Chandpur, Tehsil Sadar, Distt. Bilaspur, HP bearing consumer ID 100002045045 is a permanent single-phase commercial supply category consumer of the Respondent HPSEBL.
3. The Respondent No.2 (A.E, ESD Kandroun) has transferred the outstanding amount liability of another connection of the Complainant bearing consumer ID 100007000501 (Temp. Supply) to the tune of Rs. 6,24,854/- to the aggrieved account of the Complainant bearing consumer ID



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100002045045 as clarified by the Respondent No.2 vide his office letter dated 03/12/2022(Annrxure C-1)

4. The Complainant has initially approached and filed this complaint before the Hon'ble Chairman of Corum for CGRF Kasumpti(Shimla) on dated 03/01/2023. After certain hearings, the complete case being in jurisdiction of circle level Addl. CGRF was transferred to this Forum by the Secretary, CGRF, Kasumpti(Shimla) letter dated 29/04/2023.
5. The Complainant being aggrieved against the demand raised by the Respondent No. 2 due to under charges pointed out by the Audit party for Rs. 3,32,176/- for the period w.e.f. 11/2018 to 11/2021 being less average of 45200 Units (KWH) including Late Payment Surcharge (LPS) levied thereon against consumer ID 100007000501 (Temp. Metering Supply) and also its transfer to another connection account bearing consumer ID 100002045045.

**COMPLAINANT's Submission**

6. As per Complainant, the operation and functioning of Mobile Tower at Kandrou, Tehsil Sadar, Distt. Bilaspur, H.P. was stopped by the complainant and the Complainant accordingly orally requested the respondents No.2 to permanently disconnect the electricity connection of account 100007000501. The said request of the complainant was not acceded to and the electricity bills were being raised up to till 02/11/2022(PDCO) for meter rent/fixed charges. The complainant has paid all the bills which were raised up to 18/02/2020. It is worth to submit here that the request of the complainant as was made in the month January, 2019 for the PDCO was considered by the respondents at later stage and and the meter was thereby removed from the site.
7. Respondent issued letter dated 03/12/2022 and demanded therein an amount of Rs. 6,24,854/- for the period 2019 to 2021 with respect to electricity connection having consumer ID No. 100007000501. The said letter dated 03/12/2022 was issued by the respondent no. 2 at the instance of Audit Party. It was submitted that no audit para of the Audit Party was supplied alongwith the letter dated 03/12/2022. In the said letter dated 03/12/2022, the respondent No. 2 has stated that the aforesaid amount will appear as sundry in the bill of consumer ID 100002045045 for month of December, 2022. The respondent No.2 further required the complainant to make the payment of aforesaid amount and threatened in the said letter that the electricity supply connection of the complainant would be disconnected.
8. Complainant aggrieved that the respondents issued monthly energy bill dated 16/12/2022 against electricity connection having consumer ID No. 100002045045 and part from the current energy charge, the respondents demanded an amount of Rs. 6,24,854/- under the head sundry. In the bill dated 16/12/2022, the respondent also threatened for the disconnection of electricity supply after expiry of 15 days in the event of non-payment of all dues by due date i.e. 28/12/2022. The complainant is, has all reasonable apprehension that the electricity supply of connection having consumer ID No. 100002045045 would be permanently disconnection by the respondents.
9. Respondent are not legally justified in raising the demand of alleged sundry charges amounting to Rs 6,24,854/- relating to the electricity connection having consumer ID No. 100002045045 and as such, the demand of the same deserves to be quashed and set aside.
10. Respondents No. 2 should not have issued the demand notice dated 03/12/2022 to the complainant qua the demand of Rs. 6,24,854/- at the instance of Audit Party. The respondent No. 2 ought not to have accepted the Audit para, if any, of the Audit Party, more particularly when the same is an expression of the opinion and the same is not an absolute conclusion. The respondent no.2 should have verified and scrutinized the record maintained in the Electrical Sub-Division prior to raising of demand of alleged sundry charges of Rs. 6,24,854/- and in the instant case the



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said requirement has not been met with by the respondent no.2 and as such the aforesaid demand deserves to be set aside and quashed by the Ld. Forum.

11. Respondents cannot take coercive action for disconnection of electricity connection having consumer ID No. 100002045045 under the grab of alleged demand of sundry amount of Rs. 6,24,854/-. The respondents can recover the aforesaid sundry amount by recovery and such, the entire activities of the respondents are illegal, arbitrary, unjustified and unsustainable in law.
12. Respondents have indulged in unfair trade practices by making wrong and erroneous demand of Rs. 6,24,854/- from the complaint against electricity connection having consumer ID No. 100002045045.

**RELIEF DEMANDED: -**

13. An order quashing and setting aside the demand notice dated 03/12/2022 for Rs 6,24,854/- issued on account of outstanding amount against electricity connection bearing consumer ID No. 100007000501 and demand of sundry raised in the monthly energy bill dated 16/12/2022 bearing account No. 100002045045 as sundry for Rs. 6,24,854/- by declaring the same as wrong, illegal, arbitrary, unjustified and unsustainable in law.
14. An order directing the respondent not to realize and recover the amount of Rs. 6,24,854/- demanded through letter dated 03/12/2022 and subsequently raised in the monthly energy bill dated 16/12/2022 for electricity connection having consumer ID No. 100002045045.

**RESPONDENTS:**

15. Complainant had never requested the replying respondents for permanently disconnecting of power supply connection issued to him and this fact is very well evident from the fact issued to him and this fact is very well evident from the fact that the complainant had made oral request but the date and time of the request had not been mentioned in his pleadings, which means, it is an afterthought of the complainant just to avoid the billed amount raised by the replying respondents on account of electricity consumption/short assessment.
16. Complaint is admitted to the extent of the demand raised by the replying respondents to the tune of Rs. 6,24,854/- and transferring this amount in his consumer ID No. 100002045045 as per the provision of the Instruction No. 38.2.4 of the H.P. Electricity Sale Manual as amended up to date. An internal Audit was carried out by the Audit Party in respect of Electrical Sub – Division, Kandroul for the period 04/2018 to 03/2019 on 30/06/2020 and during the course of audit for the period 04/2018 to 03/2019 and while checking the ledger SCO, s and MCO's the audit party has pointed out short assessment charged from the various consumers and worked out an amount Rs. 1,70,52,824/-- on account of short assessment, permanent defaulter, on account of TDCO's & PDCO's less erection charges, less IDC and less meter security and directed the replying respondents to recover (Annexure RA-1). Similar audit was also carried out by the Audit Party in respect of Electrical Sub-Division, Kandroul for the period 04/2019 to 03/2020 on 19/06/2021 and during the course of audit for the period 04/2019 to 03/2020 and while checking the ledger, SCO's and MCO's the audit party has pointed out short assessment charged from the various consumers and worked out an amount Rs. 1,04,48,428/- on account of TDCO's & PDCO, s less erection charges, less IDC and less meter security and directed the replying respondents to recover (Annexure RA-2). Another similar audit was also carried out by the Audit Party in respect of Electrical Sub- Division, Kandour for the period 04/2020 to 03/2021 on 10/02/2022 and during the course of audit for the period 04/2020 to 03/2021 and while checking the ledger, SCO's and MCO, s the audit party has pointed out short assessment charged from the various



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consumers and worked out an amount Rs. 69,22,413/- on account of short assessment, permanent defaulter, on account of TDCO's & PDCO's less erection charges less IDC and less meter security and directed the replying respondents to recover (Annexure RA-3)

17. In the present case the Audit Party has pointed out short assessment in respect of the complainant for the different period, the details of which is as under: -

Audit period of 04/2018 to 03/2019 dated 30/06/2020						
Sr. No.	Account No.	Description	SOP	ED	Subsidy	total
1	100007000501	28500 units less Average charged 11/2018 to 05/2019	199500	7980	-	207480

Audit period of 04/2019 to 03/2020 dated 19/06/2021						
Sr. No.	Account No.	Description	SOP	ED	Subsidy	total
1	100007000501	13500 units less Average charge charged 02/2019 to 07/2020	97500	3900	-	101400

Audit period of 04/2020 to 03/2021 dated 10/02/2022						
Sr. No.	Account No.	Description	SOP	ED	Subsidy	total
1	100007000501	3200 units Average charged 09/2020 to 11/2021	22400	896	-	23296

18. The total amount recoverable from the complainant on account of short assessment pointed out by the Internal Audit Party being less units charged is to the tune of Rs. 3,32,176/- An amount of Rs. 2,07,480/- being short assessment pointed out by the Audit Party for the period 11/2018 to 05/2019 has been debited to the complainant account having consumer ID No. 100007000501 in the month of December, 2020 but the complainant failed to deposit this amount. Due to such failure of the complainant to deposit the bill amount continues to be piled up with the levy of LPS in accordance with the provision of HP Electricity Supply Code, 2009. Similarly, an amount of Rs. 1,01,400/- pointed out by the audit Party for the period 02/2019 to 07/2020 has been debited to the complainant account having consumer ID No. 100007000501 on 27/10/2021 and a sum of Rs 23,296/- pointed out by the Audit Party for the period 09/2020 to 11/2021 has been debited to the complainant account having consumer ID No. 100007000501 on 30/11/2022. The complainant failed to deposit this amount including LPS levied thereon i.e. Rs 6,24,854/- the reply



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respondents have been left with no option except to temporarily disconnect the power supply of the complaint against the consumer ID No. 100007000501 and permanently vide PDCO No.100007000501/2022/1102 dt. 02.11.2022 effected on the spot on 18.11.2022. After PDCO the permanent defaulting amount transferred to another account of complainant bearing consumer ID No. 100002045045 as per provision of Instruction No. 38.2.4 of the HP Electricity Sale Manual as amended up to date.

19. Both the parties heard in length and given adequate opportunities to sustain their claims.

**Forum's Consideration: -**

20. *We have heard the parties at length and gone through the relevant provisions of supply code, 2009 along with latest amendments, record and case laws etc. applicable to the case, during the course of hearings we have also examined the relevant provisions of electricity Act, 2003 and pleading of the parties.*
21. *In this complaint, this forum finds that the facts/ issues raised by the complainant are not with regard to his being the same consumer that had previously owned consumer ID 100007000501 in the name of M/S Vodafone Mobile Services Ltd. At Kandroul under Temp. Meter Supply (Single Phase) and also availing another connection bearing consumer ID 100002045045, Permanent connection (Single Phase) in the name of M/S Vodafone mobile services ltd., at village Luhunu as stated in his petition vide Para 1 & 2.*
22. *The cause of action arose when Assistant Engineer, ESD Kandroul after issuing PDCO on dated 02/11/2022 vide his letter No. 925 dated 03/12/2022 informed the Vodafone site in charge at Kandroul that their outstanding dues i.e. Rs. 6,24,854/- shall be transferred in their another account at Luhunu and was transferred in their energy bill on dated: 16/12/2022 having Consumer ID 100002045045.*
23. *During course of hearing the respondents were asked to recheck their calculations in the audit memos. It was then found by the respondents that for the period of 02/2019 to 05/2020 avg. of 12000 units has been worked out twice and hence an amount of Rs. 1,21,950/- was charged extra and revised calculations after adjusting this amount was provided. Therefore, the disputed amount in respect of temporary connection at kandour gets reduced from Rs 6,24,854 to Rs 5,02,904 till PDCO in respect of Temp. Connection at Kandour.*
24. *That after giving time and again opportunities to the complainant for providing authentic documents to sustain his claim for not using power against connection bearing consumer ID No. 100007000501 since, 2018 till the date of disconnection, but complainant failed to provide any authentic documents/ proof in support of his plea.*
25. *That during hearing/ pleadings of both the parties, it has been brought to notice by the complainant during the year the M/s Vodafone Mobile Services Limited left the India and sold his complete assets to M/s American Tower Company (ATC) and at present the power connection falling under the jurisdiction of respondents in Electrical Sub-Division, Kandroul and through- out the state of Himachal Pradesh are being utilized by M/S ATC.*
26. *The first contention of the complainant is that the amount worked out by the audit party should not have been accepted and demand notice issued to them is not an absolute conclusion.*
27. *From the pursuance of billing record it has been found that the Temporary meter of the complainant (ID 100007000501) was defective (Screen wash) from a very long period since 2013 until the date of PDCO effected on 18/11/22. The same on the directions of this forum was also got tested from M&T and through MRI by the complainant but no data could be retrieved,*



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28. The average was being charged in the monthly energy Bills in a very random and casual way Rs. 41,240/- in Jan. 2017, Rs. 5,40,745/- in 10/2017 and thereafter around Rs. 10,000/- in the months up to 11/2018. Thereafter in billing after 11/2020 the avg. Bills got reduced drastically. Hence this forum finds that the audit has rightly assessed the short assessment on this account and necessary correction has been got incorporated as described above for double charging of 12000 units.
29. The contention of complainant requesting orally for disconnection in January 2019 could not be proved and no such written request with acknowledgement was provided, supply code regulation 7.1 and 7.1.6 (Fifth Amendment) Regulations, 2021, it is observed that the last payment made by the complainant was on 18/02/2020 and the sundry amount was credited late, in the energy bill on 28/12/2020 Rs. 2, 07,480 and Rs. 1, 01,400 On 27/10/2021 by the respondents. In the meantime, also, no action was taken for disconnection or replace the meter by the respondents. Even PDCO was done in November 2022. The complainant was also well aware that his meter is nonfunctional since 2013 as the reading book of the company in respect of energy meter was produced in this forum and still they kept paying the average charge until the anomaly was reflected in the audit in 2020.
30. Since the consumer was not an ordinary consumer but a multinational company having employees and resources which maintain day to day records at various locations in the entire state and are well aware with respect to HPSEBL rules and regulations and therefore cannot escape their responsibility.
31. The complainant made no request to change or get meter tested as per clause 4.4.2(a) of supply Code since 2013 nor followed the procedure as per clause 5.2.12 to get a special reading at the time of closing/ leaving the location/premises.
1. The provisions of supply code 2009 under para contains vide 5.2.12 & 5.2.13 with subsequent fourth amendment of H.P. Electricity Supply Code, 2009 is reproduced as under:-

**5.2.12**

"it will be the responsibility of the owner of premises to get a special reading done by the licensees at the time of change of occupancy or on the premises falling vacant. The owner or occupier may request the licensee in writing for a special reading at least 15 days in advance of such a change. The licensee will arrange a special reading and deliver the final bill, including all arrears till the date of billing, within 7 days of the meter reading. The final bill will also include payment for the period between the date of special reading and the proposed vacation of the premises on a pro rata basis on consumption pattern of the current billing cycle".

**5.2.13**

"if a consumer vacates any premises to which electricity has been supplied by a licensee without paying all charges due from him in respect of such supply, or for the provision of an electricity meter, electric line or electrical plant, the licensee may refuse to give him supply at any other premises until he pays the amount due. It shall be obligatory on the part of each licensee to publish the identity of such defaulting consumers for information of other licensees."

32. The second contention of the complainant is with regard to the mode of recovery by the respondents as it has been stated that no coercive action for disconnection of consumer ID 100002045045(permanent) at Luhnu can be taken in respect of their earlier Temporary



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*Connection ID- 100007000501(temp) at Kandroul which has been permanently disconnected. Recovery of outstanding amount can be made filing recovery suit or other means.*

33. The provision of Para 5.2.13 along with fourth amendment as reproduced above authorizes the licensee that it may refuse to give him Supply at any other premises until he pays the amount due. Also sub para 3.1.2 of the Supply Code empowers the respondents to standardize conditions of supply Code which form an integral part of Application and agreement form with the consumer, the applicant undertaking that he will abide by the rules, instruction, codes, laws and regulations as amended from time to time by Govt./HPERC/CEA or HPSEBL.
34. HPSEBL has explicitly provided Sales Manual Instruction No. 38 for recovery from defaulting consumers and sub instruction 38.2.4 empowers its field units to credit the unrecovered outstanding amount of same defaulting consumer from another connection at some other place.
35. Hon'ble HPERC while finalizing the Fifth Amendment to the Supply Code has taken into account the judgment of Hon'ble Supreme Court-

*"if any Statutory rules govern the conditions relating to sanction of connection or supply of electricity, the distribution licensee can insist upon fulfilment of the requirement of such rules and regulations. However, such conditions on the terms and conditions should not be arbitrary and unreasonable."*

36. Since the recovery of outstanding amount is of paramount important to any distribution licensee so that other consumers are not unnecessarily burdened and ownership of both these connections were never in dispute but belonging to the same company within the same subdivision, the respondent's action are correct, justified and legally sustainable in view of this forum.
37. Therefore, after taking into consideration of foregoing facts, available record and arguments / pleadings of both the parties as well as provisions contained in H.P. Electricity Supply Code, 2009 and its subsequent amendments, Himachal Pradesh Electricity Regulatory Commission (HPERC) (CGRF and Ombudsman) Regulations, 2013, forum comes to the conclusion and issue following orders: -

1. *Respondent are directed to revise the current bill against consumer ID No. 100002045045 by giving rebate of Rs. 1,21,950 as pointed above for 02/2019 to 05/2020. LPS rebate on this amount and period may also be adjusted accordingly.*
2. *Complainant is directed to deposit the outstanding amount of current energy bill issued as per order above against consumer ID No. 100002045045 within 25 (twenty-five) days from the date of issues of current bill.*
3. *Forum also directs the respondents to issue notice for change of name of mobile tower of M/S Vodafone sites under its jurisdiction in the name of M/S American Tower Company (ATC) within 6 (Six) months from the issue of this order to avoid any compliancy at the later stage.*

38. In aforesaid terms, the complaint is decided on merits and is partially allowed and is disposed of accordingly. All interim stays granted are vacated and in case of non-compliance respondent may take suitable action as per regulations.

39. Parties are left to bear their own costs.



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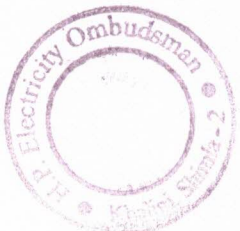


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40. Orders issued on 19/07/2023 after reserving it during final hearing on 11/07/2023 at Bilaspur Forum.
41. Certified copies of this order may be supplied to the parties. The Complainant alongwith this order be consigned to record room for safe custody.

**I-Analysis of the Complaint:**

1. The case file bearing Complaint No. 03/05/2023/2224/1/23/011 and orders passed on dated 19/07/2023 by the Add. Consumer Grievance Redressal Forum (CGRF) Bilaspur have been requisitioned and gone through.
2. The submissions made by both the parties have also been incorporated in this order in order to have composite view of the entire case.
3. The documents on record, arguments made by both the parties have also been gone through.
4. The relevant Acts, Supply Codes, Manual of Instructions Part-I and relevant supply conditions have been referred for the sake of clarity.
5. The Complainant has filed Representation under Regulations 28(1)(b) of H.P.E.R.C. (CGRF and Ombudsman) Regulation 2013 against the Order dated 19.07.2023 passed in Complaint No. 03/05/2023/2224/1/23/011 titled as M/s Vodafone Mobile Services Limited Versus HPSEBL and Another by Ld. Additional CGRF (OP Circle) HPSEBL, Bilaspur, District Bilaspur, H.P. and was received & registered on 11/09/2023, with this Appellate Forum.
6. The Complainant submits that they had filed a complaint under Regulation 17 of the H.P.E.R.C. C.G.R.F. and Ombudsman Regulation 2013 before the Ld. Additional C.G.R.F. Bilaspur which had been registered by the Ld. Additional C.G.R.F. Bilaspur as complaint No. 03/05/2023/2224/1/23/011 after remanding of the same by the Ld. C.G.R.F. Shimla.
7. The Complainant/representationist applied for connected load of 4.45 KW for operation and functioning of Mobile tower at Kandrou and the same was released under Consumer ID No. 100007000501.
8. The Complainant had also applied for connected load of 2.74 KW for operation and functioning of Mobile Tower at village Luhnu (near Shiva Engineering College) P.O. Chandpur, Tehsil Sadar, District Bilaspur, H.P. and the same was accordingly released under consumer I.D. No. 100002045045
9. During the final arguments the Counsel for Respondent Board at the very outset raised an issue on maintainability of the said representation on apprehensions of 50% mandatory deposit of the disputed amount and limitations on submissions not within stipulated time under Regulation No. 33(f) of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. The Counsel for Complainant convinced the averments by producing documents earlier placed on record and ensured that the amount stands deposited is more than the 50% amount as required. On the contention of time limitations, the Counsel for Complainant referred to this court order dt.28.09.2023 vide which the delay was condoned after listening to both the parties and due consensus arrived at. The Counsel for Respondent agreed and arguments on merit started thereafter. Hence, construed maintainable.
10. The Complainant on issuance of PDCO by the Respondent Board contends as under :
  - a. that the operation and functioning of Mobile Tower at Kandrou, Tehsil Sadar District Bilaspur, H.P. was stopped by the complainant/ representationist and the complainant/ representationist accordingly orally requested the respondent No. 2 to permanently disconnect the electricity connection of account 100007000501. The said request of the



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complainant/ representationist was not acceded to and the electricity bills were being raised upto 18.02.2020 for meter rent/fixed charges. The complainant/ representationist has paid all the bills as were raised upto 18.02.2020 and further submits that the request of the complainant / representationist as was made in the month of January, 2019 for the PDCO was considered by the respondents at a later stage and the meter was thereby removed from the site.

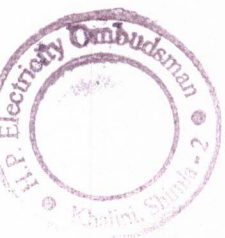
- b. that the respondents issued letter dated 03.12.2022 and demanded therein an amount of Rs. 6,24,854/- for the period 2019 to 2021 with respect to electricity connection having consumer I.D. No. 100007000501. The said letter dated 03.12.2022 was issued by the respondent No. 2 at the instance of Audit party. It is worth to submit here that no audit para of the Audit party was supplied alongwith the letter dated 03.12.2022.
- c. that the respondents issued monthly energy bill dated 16.12.2022 against electricity connection having consumer I.D. No. 100002045045 and apart from the current energy charges, the respondents demanded an amount of Rs. 6,24,854/- under the head sundry. In the bill dated 16.12.2022, the respondent also threatened for the disconnection of electricity supply after expiry of 15 days in the event of non-payment of all dues by due date i.e. 28.12.2022.

11. The Respondent Board in response to the above averments submits as under:

- a. that the permanent disconnection of the electricity connection having account No. 100007000501 vide PDCO No. 100007000501/2022/1102 dated 02/11/2022 effected on the spot on 18/11/2022.
- b. That the complainant failed to deposit this amount including LPS levied thereon i.e. Rs 6,24,854/- and on account of noncompliance the respondents first temporarily disconnected the power supply of the complaint against the consumer IDNo. 100007000501 and permanently vide PDCO No.100007000501/2022/1102 dt. 02.11.2022 effected on the spot on 18.11.2022.
- c. After PDCO the permanent defaulting amount transferred to another account of complainant bearing consumer ID No. 100002045045 as per provision of Instruction No. 38.2.4 of the HP Electricity Sale Manual as amended up to date.

12. During analysis and scrutiny of the record concerning PDCO, this Appellate Forum gone through the contentions of the Complainant in regards with oral request made for issuance of PDCO in the month of Jan.2019, the contentions of Respondent on issuance TDCO/PDCO, effected on spot on 18.11.2022 on non-payment, the order dt. 19/07/2023 of ACGRF Bilaspur and provisions of clause 7.1.6 of supply code (Fifth Amendment) Regulations,2021, the relevant extract of same is reproduced for the sake of clarity as under:

*"In case the consumer desires his connection to be disconnected permanently, he shall apply for the same on plain paper giving full details or the format specified in Annexure-C of this code either through hard copy or electronic mode. The licensee shall carry out special reading and prepare final bill, including all arrears up to the date of such billing, within five days from such request. The disconnection shall be done immediately after payment of the final bill and the amount accrued due to the consumption between the date of final reading and the permanent disconnection, if any, may be adjusted against the security amount deposited with the licensee. The balance security deposit shall be refunded to the consumer within such period as specified in Himachal Pradesh Electricity Regulatory Commission (Security Deposit) Regulations,2005. The No dues certificate shall be issued to the consumer, within seven days after adjustment/payment of security deposit and payment of balance dues if any. -----"*



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- a. While doing analysis on these contentions, this Appellate Forum deduces that the Complainant did not follow the procedure as was required under the provisions of above referred clause 7.1.6 of supply code (Fifth Amendment) Regulations, 2021 whereby nowhere it has been provided that for such an important step of permanent disconnection, oral request be made and this Appellate Forum fails to understand that the Complainant being one among the prestigious companies has violated mandatory provisions and caused litigation. Hence, the action of Complainant to the extent on oral request for PDCO is absurd and not viable in the instant case. The counsel for Complainant also admitted this fact during arguments.
- b. However, further analysis on the action taken by the Respondent Board for issuance of PDCO on non-payment and transfer of permanent defaulting amount to another account of complainant bearing consumer ID No. 100002045045 as per provision of Instruction No. 38.2.4 of the HP Electricity Sale Manual, this Appellate Forum asserts that the action is legitimate in present circumstances when the Complainant stopped giving compliance towards outstanding amount raised by the Respondent for one reason or the other and did not bother to deposit amount even under protest in consonance with the clause 5.71 of supply code 2009, relevant extract of which is reproduced as under:  
*"A consumer will effect full payment of the billed amount even if it is disputed one, failing which the licensee may initiate action treating it as a case of non-payment: Provided that no action will be initiated if such a consumer deposits, under protest"*
- c. This Appellate form also agrees with the findings of ACGRF Bilaspur on these averments and closes analysis on the above contentions on *"PDCO and transfer of amount by the Respondent to another account of the Complainant"*.

**13. The Complainant emphasizes in his contentions on the status of meter as under:**

- a. that the conclusions arrived at by the Ld. ACGRF in its Order dated 19.07.2023 under para-6 that "from the pursuance of bill record it has been found that temporary meter of the complainant (ID100007000501) was defective (screen wash) from a very long period since 2013 until the date of PDCO effected on 18.11.2022 are unsustainable. The same on the direction of this Forum was also got tested from M&T and through MRI by the complainant but no data could be retrieved.
- b. that the ACGRF Bilaspur in conclusions further held that average was being charged in the monthly energy bills in a very random and casual way Rs. 41,240/- in January 2017 and Rs. 5,40,745/- in 10/17 and thereafter around Rs. 10,000/- in the months 11/18. Thereafter in billing after 11/2020 the average bills got reduced drastically hence this Forum finds that the audit has rightly assessed the short assessment on this account and necessary correction has been got incorporated as described above for double charging of 12000 units and after due credit of corresponding amount of Rs. 1,21,950/- towards extra amount charged by the respondents, the disputed amount works out to be Rs. 5,02,904/- till PDCO.
- c. that the observations and findings of the Ld. Additional CGRF in its order dated 19.07.2023 that the Ld. Additional CGRF below has not required the respondents to submit the particulars of bills raised w.e.f. 2012 onwards in order to ascertain whether the meter of the complainant/representationist was incorrect/defective and not recording the consumption of units upto the date of removal of the meter from the site of the complainant/representationist are misconceived, erroneous and based on mis-appreciation of documentary evidence.



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- d. that the bare perusal of billing record indicated in Annexure C-10 would amply demonstrate that the meter of the complainant/representationist was functioning and recording of unit correctly till the date of removal of the same by the respondents. The consumption of units by the meter has been indicated in the said billing record, Annexure C-10, and the complainant /representationist has paid all the bills as were raised by the respondents till the date of its disconnection.
- e. that the meter installed in the site in question was not having any defect/screen wash and the same was correctly recording the consumption of units and further added that sending of meter to the M&T Lab for testing on 13.06.2023 and results thereof in terms of letter dated 14.06.2023 is of no consequence as the same has been sent to the laboratory after almost one-year gap after its removal and as such the findings of the Ld. Additional CGRF Bilaspur for upholding the demand of Rs. 5,02,904/- deserves to be quashed and set-aside by this Ld. Authority.
- f. that the Order dated 19.07.2023 passed by the Ld. Additional CGRF Bilaspur is against the principle of natural justice as no effective and proper opportunity of hearing was afforded to the complainant/representationist prior to the passing of the same.

**14. The Respondent on above averments submits as under:**

- a. That the complainant was also well aware that his meter is nonfunctional since 2013 as the reading book of the company in respect of energy meter was produced in this forum and still they kept paying the average charge until the anomaly was reflected in the audit in 2020.
- b. That Since the consumer was not an ordinary consumer but a multinational company having employees and resources which maintain day to day records at various locations in the entire state and are well aware with respect to HPSEBL rules and regulations and therefore cannot escape their responsibility.
- c. The complainant made no request to change or get meter tested as per clause 4.4.2(a) of supply Code since 2013 nor followed the procedure as per clause 5.2.12 to get a special reading at the time of closing/ leaving the location/premises.
- a. The provisions of supply code 2009 under para contains vide 5.2.12 & 5.2.13 with subsequent fourth amendment of H.P. Electricity Supply Code, 2009 provides that " it will be the responsibility of the owner of premises to get a special reading done by the licensees at the time of change of occupancy or on the premises falling vacant.

**15. While doing Analysis on the above averments of Complainant, this Appellate Forum infers as under:**

- a. After going through the documents on record, this Appellate Forum fails to understand that the said order of ACGRF established through its findings that the meter was defective from a very long period since 2013 and even Respondents in their submissions also mentioned about the awareness of status of meter defective since 2013, But to the surprise that during the course of final arguments on dt.06.11.2023 with this Appellate Forum , the findings of ACGRF order on this specific issue echoed contrary sound.
- b. During final Arguments, the counsel for Complainant placed on record, the documents comprising a bunch of meter readings showing record w.e.f June-11 to November-22 which were acquired by the Complainant through RTI Act-2005 from Public information Officer-Cum-Sr. Executive Engineer, Electrical Division, HPSEBL Ghumarwin vide letter dt.26.08.2023 and were also attached as Annexure C-11 with the petition. The readings were threadbare discussed during arguments and the views of the officer of the



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Respondent appeared during final hearing on this, were recorded who also agreed that the meter in question appears to be functional one. The counsel for Complainant emphasised time and again during arguments that the meter is not defective. The counsel for Respondent also agreed to certain extent.

- c. After listening to the views of both the parties collectively, this Appellate Forum gathered opinion that the reply of Respondent Board on the issue of oral request by the complainant for PDCO is correct to the extent that it might be afterthought action and now the Complainant through these said documents, confidently contending that the meter is not defective and even respondent also agreed without any doubt that the meter appears to be healthy one.
  - d. The AGRF in its findings has given reference of the meter testing report dt.14.06.2023 of M&T Sloan of three phase meter bearing S.No.05315627, conducted during proceedings as per the directions of AGRF which showed discrepancies such as *"The T-Block of Meter is defective, Terminals of Meter are Burnt / Melted. Meter display not turning on."*
  - e. This Appellate forum is not convinced with the above report in view of the conditions under which it was sent to M&T after more than one year of the removal of the same from the site and to imagine the circumstances under which it had been lying for more than one year in HPSEBL store .It is clear from the M&T report that no data was retrieved whereas apparent to the above report of RTI it is an indicative that the occasionally as and when the power was consumed, the meter reflected units consumed which could not have been possible had the terminals been burnt. Hence, in view of above findings, this Appellate Forum infers that the M&T report of the said meter taken after its more than one year of disconnection does not prove any worth for adjudication and purpose.
  - f. This Appellate Forum after going through the RTI report, listening to both the parties and consensus arrived at during arguments, is of the considered opinion that the consensus at the very outset cannot take the Audit report as a base for overhauling of the Complainant account , as the issues warrant further scrutiny at the ends of Respondent Board's concerned office before arriving at final decision in view of the fact that partial acceptance of RTI report by both the parties have given two directions for settlement of the instant issue i.e if the meter is considered healthy, the decision shall be different and if the same is considered defective, the decision shall take its route in consonance with the Audit Report for the said period.
  - g. Under these circumstances where Audit Report for the said period is an expression of opinion and without referring to the factual status of meter reading and without exercising relevant provisions of the supply code by either party towards testing of meter prior to when it was very much in the premises of Complainant inspite of the fact that both the parties were aware of the status of meter whether defective or otherwise, this Appellate forum feels it proper to issue certain directions to both Respondents and Complainant in the final order which must be adhered for prudent settlement.
16. While going through the submissions and contentions , this Appellate Forum observed that AGRF Bilaspur has mentioned in their order that it has been brought to notice by the complainant during the year the M/s Vodafone Mobile Services Limited left the India and sold his complete assets to M/s American Tower Company (ATC) and at present the power



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connection falling under the jurisdiction of respondents in Electrical Sub-Division, Kandroul and through- out the state of Himachal Pradesh are being utilized by M/S ATC. However, this Appellate Forum conceives that till M/S ATC does not get their names changed by exercising the relevant provisions of prevalent Supply Code as well as Manual of Instructions Part-1, the name of M/s Vodafone Mobile Services Limited shall be considered as consumer of HPSEBL for all intends and purposes, being in the accounts books of the Respondent Board.

**J- Issues in Hand:**

**Issue No.1:**

Whether oral request for PDCO by the Complainant from January,2019 onwards was just and proper?

**Issue No.2:**

Whether PDCO issued by the Respondent Board on 18.11.2022 and transfer of outstanding amount to consumer ID No. 100002045045 of the same Complainant was a legitimate action?

**Issue No. 3:**

Whether the meter sent for testing by the ACRF Bilaspur to M&T Sloan during adjudication and the report so placed on record is sufficient to arrive at consensus for judgement?

**Issue No.4:**

Whether, is it justifiable to consider that the meter is defective since 2013 and viability of Audit Report in the instant case is enough for all intents and purposes inspite of the fact that the RTI report is contrary to these contentions and is partially indicative to the extent that meter is not defective and showing readings occasionally as and when there occurred consumption of power and also stands accepted partially by the representative of the Respondent during final arguments?

**K-Findings on the Issues:**

**Issue No.1:**

This Appellate Forum after referring to applicable provisions of supply code-2009 asserts that the Complainant did not follow the procedure as was required under the provisions of clause 7.1.6 of supply code (Fifth Amendment) Regulations,2021 whereby nowhere it has been provided that for such an important step of permanent disconnection, oral request be made and these mandatory provisions are must to be adhered to. Hence, the action of Complainant in violation to the above provisions is absurd in the instant case. This closes findings on Issue-1.

**Issue No.2:**

While resorting to findings on this issue, this Appellate Forum affirmed that the Respondent Board issued PDCO on account of non-payment and subsequently transferred permanent defaulting amount to another account of the complainant bearing







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consumer ID No. 100002045045 as per provision of Instruction No. 38.2.4 of the HP Electricity Sale Manual which is further supported by the clause 5.7.1 of supply code 2009, relevant extract of which is also reproduced below:

*"A consumer will effect full payment of the billed amount even if it is disputed one, failing which the licensee may initiate action treating it as a case of non-payment:*

*Provided that no action will be initiated if such a consumer deposits, under protest:*

Since, the Complainant did not comply to any of the above provisions of Supply Code-2009, the action of the Respondent Board was legitimate in present circumstances.

This closes findings on Issue-2.

**Issue No.3:**

This Appellate forum after referring to the M&T report (*"The T-Block of Meter is defective; Terminals of Meter are Burnt / Melted. Meter display not turning on."*)

deduces that the conditions under which the meter was sent to M&T Solan during the process of adjudication by ACGRF Bilaspur after a lapse of more than one year of the disconnection from the site and the circumstances under which it had been lying for more than one year in HPSEBL store which could have otherwise affected the health/ damage of the meter, debars natural law of justice and deviates from the guided principles as vested under Regulation 36(2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. It is clear from the M&T report that no data was retrieved whereas apparent to the above report of RTI it is an indicative that the occasionally, as and when the power was consumed, the meter reflected units consumed which could not have been possible had the terminals been burnt. Hence, in view of above findings, this Appellate Forum infers that the M&T report of the said meter taken after its more than one year of disconnection does not prove any worth for adjudication for arriving at consensus.

Hence, this court closes findings on Issue-3 with the remarks that the said report is not sufficient to arrive at consensus for judgement as the documents acquired by the Complainant through RTI appears to be contrary to these contentions, which needs further scrutiny from record by the competent authority.

**Issue No.4:**

1. This Appellate Forum while doing findings on this issue after going through the RTI report, listening to both the parties and consensus arrived at during arguments, is of the considered opinion that giving decision right on the Audit report shall be blunt in the path of legitimate justice, as the issues warrant further scrutiny at the ends of Respondent Board's concerned office before arriving at final consensus in view of the fact that partial acceptance of RTI report by both the parties has induced suspicions i.e if the meter is considered healthy, the decision shall be different and if the same is considered defective, the decision shall take its route in consonance with the Audit Report for the said period. Hence, with reference to above findings, it cannot be clearly asserted that the meter is defective since, 2013 onwards or not.



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2. Under this scenario of half cooked averments where the contentions are based on conjecture & surmises and Audit Report for the said period is an expression of opinion and further without referring to the factual status of meter reading and without exercising relevant provisions of the supply code by either party towards testing of meter prior to when it was very much in the premises of Complainant inspite of the fact that both the parties were aware of the status of meter whether defective or otherwise and did not bother to exercise the relevant provisions of clause 4.4 of Supply Code-2009, this Appellate forum feels it proper to issue certain directions to both Respondents and Complainant in the order which must be adhered to for prudent settlement of the grievances in the public interest.

**L-Order:**

1. The order passed by the Additional Consumer Grievance Redressal Forum (CGRF) Bilaspur on dt. 19.07.2023 in Complaint No. 03/05/2023/2224/1/23/011 is upheld subject to outcome of the scrutiny of RTI data by the competent authority of the Respondent Board.
2. The demand notices issued are sustained in principle and in monetary terms, before the revised demand notice is issued, the Respondent Board is directed:
  - a. to Constitute a committee on Division level to examine and ascertain the austerity of meter readings record produced by the Complainant during proceedings w.e.f June-2011 to November-2022, acquired under RTI Act-2005 from Public information Officer-Cum-Sr. Executive Engineer, Electrical Division, HPSEBL Ghumarwin vide letter dt.26.08.2023 and establish the true status of healthiness of the meter at your end during the disputed period within fifteen days excluding holidays from the date of issuance of this order.
  - b. The Committee is also directed to confirm from the record, the consumer ID to whom the said RTI report belongs to as the same is not mentioned anywhere in the report.
3. In case the findings of the Committee ascertain that apparent to the meter readings examined under para-2, the meter is found functional during the disputed period, the Respondent Board is directed to overhaul the accounts of the Complainant on the basis of actual consumption with due credit to the amount earlier paid by the Complainant and raise the fresh demand notice within fifteen days from the date of submission of Committee report and consider earlier issued demand notices as quashed one.
4. In case the findings of the Committee ascertain that the meter is found defective during the disputed period, the earlier raised demand notices be considered sustained and the Respondent Board is directed to overhaul the accounts of the Complainant in line with the relevant provisions of Supply Code and raise the fresh demand notice in conformity with Audit Report with due credit to the amount earlier paid by the Complainant within fifteen days from the date of issuance of Committee report.
5. The Respondent Board is further directed to ensure the due receipt of all fresh demand notices likely to be served to the Complainant hereafter to curb litigation thereof.
6. The Respondent Board is also directed to ensure the correctness of above period if required, before issuance of revised demand notice.
7. Thereafter, the Complainant is directed to pay the revised Demand or whatsoever applicable after the outcome of the Committee report, within a period of 15 days excluding



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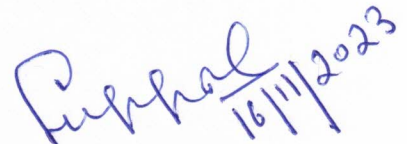
**HIMACHAL PRADESH ELECTRICITY OMBUDSMAN**  
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holidays from the date of issuance of revised demand by the Respondent to avoid further attraction of late payment surcharge as applicable as per prevalent provisions.

8. The Respondent Board is directed not to take any remedial action till the expiry of above period.
9. All stays imposed by this Appellate Forum under Regulation 36 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 are vacated, hence forth.
10. The Respondent Board is further directed to report compliance of the directions as directed under para-2 above within a period of 30 days from the date of issue of this order to avoid onus on individual, failing which the action shall be construed as noncompliance and the matter shall be reported to the Hon'ble Commission for violation of directions under Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013.
11. The parties are left to bear their own costs.
12. The Complaint filed by M/S Vodafone Mobile Services Limited C/O Shri Suraj Prakash Son of Sh. Joginder Singh Chandel, resident of village Luhnu, P.O. Chandpur, Tehsil Sadar, Distt. Bilaspur, H.P. 174004 is hereby disposed of.

Given under my hand and seal of this office.

  
Electricity Ombudsman

