



In the matter of:

Complaint No. 26/2023

**M/S Shree Parvati Steel and Alloys, Village Kheri, Trilokpur
Road, Kala Amb, Distt. Sirmour, H.P.173030**

– Complainant

Vs

- 1. Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan,
Shimla-171004**
- 2. Assistant Engineer (E), Electrical Sub-Division, HPSEBL,
Kala Amb, District Sirmour H.P.173030.**

- Respondents

- 1. Complaint No. 26/2023 (Registered on 19/12/2023)**
- 2. (Orders reserved on 27/02/2024, Issued on 01/03/2024)**

Counsel for:

The Complainant: Sh. Dikken Thakur, Advocate

The Respondents: Sh. Kamlesh Saklani Under Sect. Law

Sh. Rajesh Kashyap, Advocate,

Er. Virender Kumar A.E(ESD) Kala Amb)



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Er. Deepak Uppal

HP Electricity Ombudsman

Deepak Uppal
11/03/2024



Order

1. The case was received and registered on 19/12/2023 against the final Orders dated 05/12/2023 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1515/2/23/18 & 1515/202308/30. The Complaint had also sent the copy of complaint by post on 16/12/2023 to the Respondents.
2. The complainant had also filed an Application Under Section 151 of CPC 1908 for Interim direction regarding restraining the Respondent from disconnection of electricity supply to the premises of the Complainant during the pendency of complaint. Prayer granted through Interim Order dt.19.12.2023 and 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, the Respondent Board was directed not to take any coercive action towards disconnection of supply during the pendency of the present Complaint with this Appellate Forum.
3. The Complainant had however not submitted the proof of having deposited 50% of the disputed amount with the Respondents as required under the provisions of Regulation 33 (1) (g) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. The Complainant was directed to submit the proof of having deposited 50% of the disputed amount with the Respondents immediately.



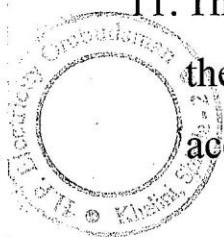


4. The case was to be admitted only after submission of proof of deposit of 50% of disputed amount and assertion of the maintainability status of the said case on the date of admission hearing. Accordingly, the case was listed for admission hearing on dt. 27/12/2023.
5. The matter was heard. The counsel for Complainant submitted the proof of having deposited 50% of the disputed amount. The counsel for the Respondent agreed to the contentions after going through the record and this court after observing the Conesus of both Respondent and Complainant, allowed admission in the instant case.
6. 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, the Respondent Board was directed vide this court Interim Order dated 19/12/2023 not to take any coercive action towards disconnection of supply during the pendency of the present Complaint with this Appellate Forum. However, the counsel for Complainant brought to the notice of this court that the supply to the premises of the complainant already stands disconnected and prayed for restoration of the same. Prayer granted and Respondent Board was directed to restore the supply immediately.
7. The Respondent Board was further directed to submit the reply on or before the next date of hearing and subsequent rejoinder by the Complainant thereafter. The matter was listed for hearing on 09/01/2024.





8. The matter was heard. The counsel for Complainant, at the very outset informed that the supply to the premises of the complainant had been restored. The Respondent Board could not submit the reply as directed vide order dt. 27/12/2023 and sought some more time for submission. This court agreed and directed Respondent Board to submit reply within two weeks and rejoinder thereafter within weeks' time by the complainant. The matter was listed for arguments on 30/01/2024 subject to the submission of above documents.
9. The matter was heard. The Respondent Board submitted the reply on 24/01/2024 in compliance to this court order dt. 09/01/2024 and was placed on record. The final arguments could not be conducted as the complainant could not submit the Rejoinder and sought some more time for submission. This court agreed and allowed another one weeks' time for the submission.
10. However, the arguments were partially conducted on the issue of maintainability, which the Respondent Board contended in their reply that the issue is non-maintainable as the Complainant has not deposited the requisite amount as per provisions. The counsel for complainant on this contention of Respondent Board produced record of having deposited 50 % of the disputed amount prior to the admission hearing and accordingly, counsel for Respondent agreed and considered the instant case as maintainable.
11. This court after listening to both the parties agreed and also reminded the order dt. 27/12/2023 wherein both the parties were already in accord on the said issue of maintainability. Hence, the maintainability



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issue was sorted out and this court, agreed and considered the instant matter as maintainable. The matter was listed for final Arguments on 20/02/2024.

12. The counsel for complainant vide e-mail dt. 19/02/2024 sought adjournment till 26/02/2024, he being out of station on account of winter vacations in the Hon'ble High court HP and conveyed his inability to attend the court on dt. 20/02/2024.
13. The counsel for Respondent Board also conveyed through e-mail dt. 19/02/2024 regarding ill Health of his father and inability to appear in the court on dt. 20/02/2024 for final arguments in the said case.
14. Considering prayers of both the counsels as genuine, the adjournments granted and the matter was further listed for final arguments on dt. 27/02/2024.
15. The matter was heard. The counsel for the Complainant submitted Rejoinder in the court room and confirmed supply of copies of the Rejoinder to the respective Respondents. Thereafter, with the consensus of both the parties, the final arguments were conducted. Counsels for both the parties advanced their arguments. The officer present on behalf of Respondent Board also participated and put forth his views during the course of arguments. The arguments were finally concluded and Orders reserved.

A-Brief Facts of the Case:

1. M/s Shree Parvati Steel and Alloys, Village Kheri, Trilokpur Road, Kala Amb, District Sirmaur (HP) – 173030 is a Large



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Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL, bearing Consumer ID 100012002332;

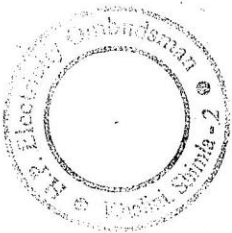
2. The complainant had filed the said case against the final Orders dated 05/12/2023 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1515/2/23/18 & 1515/202308/30 and also filed an Application Under Section 151 of CPC 1908 for Interim direction regarding restraining the Respondent from disconnection of electricity supply to the premises of the Complainant during the pendency of complaint, the prayer granted through Interim Order dt.19.12.2023 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) 2013 Regulations.
3. The Complainant submits that an issue arises pertaining to bills of consumer Id no. 100012002332, on dated 12.06.2023 and 09.08.2023 amounting Rs 4,96,000/- & Rs.33,12,400/- respectively as sundry charges.
4. Complainant has sought relief in terms of declaring the two sundries of Rs 4,96,000/= and Rs 33,12,400/= (total amounting to Rs 38,08,400/=) as wrong and illegal and for setting these aside;

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B-The Complainant's Submission:

1. The Complainant submits that the complainant is a Proprietary firm having its Industrial Unit at Village Kheri, Trilokpur Road Kala Amb Distt Sirmaur at Himachal Pradesh. Sh. Jagdev Chauhan duly authorised signatory of the firm, who is well conversant with the fact and circumstances of the case, to sign file the complaint before this Hon'ble Forum and is the competent to file and maintain the present complaint.
2. The Complainant submits that the complainant company is doing the business in the State of Himachal Pradesh. That the complainants have taken electricity connection from the respondent Board having consumer ID 100012002332. The Respondents have been issued bills from time to time and all the payments have been made timely without any delay and all the payments due up have been cleared as and when demanded.
3. The Complainant submits that an issue arises pertaining to bills of consumer Id no. 100012002332, on dated 12.06.2023 and 09.08.2023 amounting Rs 4,96,000/- & Rs.33,12,400/- respectively as sundry charges. After inquiring from the official of the board that the said amount as reflected in the bill pertaining to the prior period of March 2021. It is submitted that till date no information has been communicated

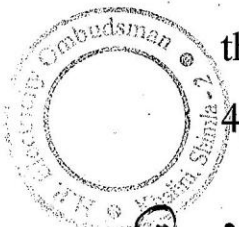


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to the complainant in any manner regarding the sundry charges and this is the First time when these sundry charges have been raised by the respondents. It is submitted that no prior notice has been issued by the Respondent for the sundry charges as mentioned in the energy bills. That the copy of the sundry charge's energy bill has been placed on record as **Annexure C-1.**

4. The Complainant submits that the complainant immediately brought this fact and circumstances before the officials of HPSEBL that this amount of sundry charges is not payable as same is illegal and time barred which has been issued after lapse of more than two years and in violation of Section 50 of Electricity Act, 2013. It is submitted that no Sundry arrears are pending, as all the payments have been made timely without any delay and all the payments due up have been cleared as and when demanded.
5. The Complainant submits that the board has not considered the request made by the complainant and bent upon to receive the entire amount and are repeatedly threatening to disconnect the electricity supply to the premises of the complainant in case the entire amount is not deposited.
6. The Complainant submits that the action of the HPSEB Ltd Board in issuing the bill including sundry charges shown in the bill dated 12.06.2023 and 09.08.2023 amounting Rs 4,96,000/- & Rs.33,12,400/- respectively as sundry charges is



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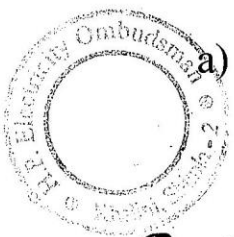


wrong, illegal and arbitrarily time barred and against the procedure laid down in the law is liable to be set aside. It is submitted that the non- professional attitude is causing mental stress, harassment, pressure and financial hardship to the complainant.

7. That the Total amount of Rs. 38,08,400/- is not payable by the Complainant and the action of the respondents demanding the said amount is liable to be set aside. The complainant even otherwise not liable to pay such a heavy amount thus for no fault of the complainant the respondents cannot disconnect the electricity supply to the premises of the complainant.
8. That the Complainant filed a complaint before Ld. CGRF, HPSEB, Kusumti, Shimla-9 on dated 22.06.2023, and the Ld. CGRF, HPSEB, Kusumti, Shimla-9 passed a order in very harshly manner in Complaint No **1515/2/23/18 & 1515/202308/30 Dated 05.12.2023** is unjust, arbitrary and against the procedures established by the law. The copy of order is annexed as Annexure-C-2 for kind perusal of this Hon'ble Court.

9. Nature of relief sought from the Ombudsman:

- a) The Complainant submits that the demand raised by the respondents in the bills of consumer Id no. 100012002332, on



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dated 12.06.2023 and 09.08.2023 amounting Rs 4,96,000/- & Rs.33,12,400/- respectively may kindly be declared wrong, illegal and may kindly be set aside. Further the respondents may kindly be directed to not force the complainant to deposit the aforesaid amount.

- b) The Complainant submits that the respondents may kindly be directed not to disconnect the electricity supply to the premises of the complainant.
 - c) The Complainant submits that the order passed by the Ld. CGRF, HPSEB, Kusumti, Shimla-9 in **Complaint No 1515/2/23/18 & 1515/202308/30 Dated 05.12.2023** is unjust, arbitrary and against the procedures established by the law may kindly be set aside the **Ann-P-2**.
 - d) The Complainant submits that any other appropriate orders or directions may kindly be passed in favour of the complainant and against the respondents.
- 10.** The complainant also submits APPLICATION UNDER SECTION 151 OF CPC, 1908 for restraining the non-applicants/respondents from disconnecting the electricity supply to the premises of the complainants during the pendency of the complainant as under:

Respectfully Sheweth:

- 1.** That the Applicants/ Complainant have filed the above-mentioned complaint against the Non- Applicants/

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Respondents. The complaint filed by the applicants is pending adjudication before this Hon'ble Forum and the contents of the same may kindly be perused for the disposal of the present application as the same have not been reproduced for the sake of brevity. There is every likelihood that the complaint filed by the present applicants will succeed in all probabilities and the illegal demand raised by the non-applicants/ respondents is likely to be set aside.

2. That the prima facie case, balance of convenience and irreparable loss are in favour of the present applicants. The non- applicants have issued the bill including sundry charges without any justification and logic and the said bill being issued illegally and wrongly is liable to be set aside. It is further submitted that demand as raised in the bill is time barred.
3. That the applicant(s) is/ are being threatened by the respondents/ non-applicants that if the balance amount is not deposited, the respondent board will disconnect the electricity connection of the complainant.
4. That no prejudice will be caused to any party in case during the pendency of the present complaint the respondents/ non-applicants are restrained from claiming the sundry charges from the consumer Id no. 100012002332, bills on dated 12.06.2023 and 09.08.2023 amounting Rs 4,96,000/- & Rs.33,12,400/- respectively from the Applicants. It is



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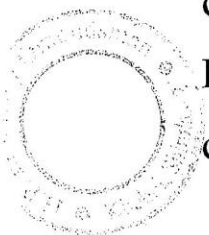
submitted that the entire undisputed amount of the bills is already stand deposited.

5. It is therefore respectfully prayed that this application may kindly be allowed, during the pendency of the present complaint the non-applicants, respondents may kindly be restrained from claiming the balance amount of Rs. 38,08,400/- from the applicants/ complainants. Further the non- applicants/ respondents may also kindly be restrained from disconnecting the electricity connection of applicants/ complainants during the pendency of the present complaint.

C- The Respondent's Submission:

The Respondent Board submits that in the present short reply each and every averment made by the complainant in the present complaint is denied except what is matter of record. Any non-traversal shall be treated as denied unless specifically admitted hereinafter.

1. The Respondent Board submits that the complaint filed by the complainant is neither maintainable nor competent in as much as that complainant did not deposit the one third amount of the disputed amount, which is mandatory as per mandate of the HPERC (CGRF and Ombudsman) Regulations, 2013. It is most important to submit here that the amount payable by the complainant to the respondents is Rs. 3808400/- (Rupees Thirty Eighth lakhs Eight Thousand and Four Hundred) and the complainant has also challenged the amount Rs. 4,96,000/- in



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

the complaint No 1515/2/23/18 , reply of which has already been filed before this Id Forum and settled in the favour of respondent. it is submitted that respondents have served a demand notice on 31/10/2022 upon the complainant to the effect as following:

) “Subject: wrong punching of maximum demand.

With reference to the subject cited above, this office has noticed that an excess undue benefit amounting of Rupees 3808400/- only has been given to your consumer ID 100012002332 on account of wrong punching of maximum recorded demand in energy bills from Oct 2020 to July 2021.

So, you are requested to kindly deposit the amount of rupees 3808400/- only within 15 days otherwise the above mentioned amount will be debited in your next energy bill.”

Further, another notice was served on 31-03-2023 upon the complainant for wrong punching of maximum demand and it was again requested that demand Rs 3808400/- be deposited. Copies of demand notices dated 31-10-2022 and 31-03-2023 are placed on record as **Annexure R-1** for the kind perusal.

2. The Respondent Board further submits that the respondents have calculated the above amount on account of the wrong punching of the maximum demand and the calculations stands delivered

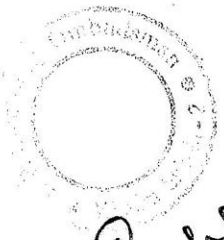


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to the complainant. A copy of calculation sheet is placed on record as **Annexure R-2** for the kind perusal. The MRI data on account of the wrong punching of maximum demand is also placed on record as **Annexure R-3** for the kind perusal.

3. The Respondent Board submits that the demand notice served by the respondents are totally legal and valid in terms of the mandate of law and as per sub-section (1) of the section 56 of the Electricity Act, 2003 read with other enabling provisions, the complainant cannot renege from the obligation of payment of the said statutory amount, as such the complaint as filed by the complainant is liable to be dismissed.
4. The Respondent Board submits that as submitted herein above, notice to the tune of Rs 3808400/- has been served by the respondents, however, the complainant did not bother to honour the demand notice. So, it is wrong to say that complainant is making regular payment of the electricity bill as and when demanded. In the monthly electricity bill of June, 2023, only amount of 4,96,000/- was debited as sundry, which energy bill has also been impugned herein in the tagged matter as cited above. It is further relevant to submit here that respondents have debited sundry to the tune of Rs. 33,12,400 in the monthly energy bill of July, 2023 which is under challenge before this Id Forum. Hence, total demand of the respondent is Rs 3808400/-. The demand as raised by the respondents upon the complainant is perfectly legal and valid and complainant cannot



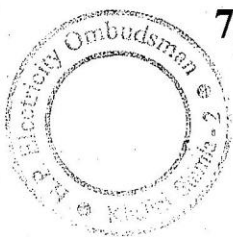
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evade from paying same, being the statutory electricity charges failing which section 56 i.e., disconnection of the electricity supply for the want of payment of the electricity charges and others charges shall be invoked by the respondents.

5. The Respondent Board submits that the complainant has already served notice dated 31-10-2022 and further 31-03-2023 in connection with the wrong punching of the maximum recorded demand. It does not lie on the mouth of the complainant that he till date no information has been communicated to him.
6. The Respondent Board submits that the contents of these paras are totally wrong and incorrect hence denied. It is specifically denied that the amount is time barred and in violation of section 50 of the Electricity Act, 2003. It is denied that no sundry is pending against the complainant. As submitted herein above, total amount on account of the wrong punching of the maximum recorded demand is Rs 3808400/- which is required to be paid by the complainant being a statutory amount and non-payment of the said amount shall attract coercive action of disconnection as per sub-section (1) of section 56 of the Electricity Act, 2003. It is submitted that the demand notice served by the respondents is perfectly valid legal and valid.

7. The Respondent Board submits that It is therefore, most respectfully prayed that the complaint as filed by the complainant being merits less may be dismissed and



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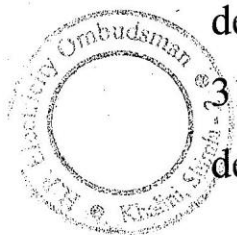


complainant may be ordered to pay Rs 3808400/ on account of the wrong punching of the maximum recorded demand at the earliest.

D-The Complainant's Additional Submission Through Rejoinder

The present rejoinder is being filed by the Complainant and at the very outset, save and except what is a matter of record, the Complainant deny each and every averment made by the respondents in its reply except what is matter of record.

1. That the contents of this para so far as they are contrary to the contents submitted in the complaint are wrong and denied. It is specifically denied that the complaint filed by the complainant is neither maintainable nor competent in as much as that complainant did not deposit the one third amount of the disputed amount, which is mandatory as per mandate of the HPERC (CGRF and ombudsman) Regulations, 2013. It is submitted tat 1/3rd amount stands deposited. It is specifically denied that the amount payable by the complainant to the respondents is Rs. 3808400/-(Rupees thirty Eight lakhs Eight Thousand and Four hundred). It is submitted that the amount now which has been demanded is time barred illegal and not payable by the complainant The complainant deny and disputing the demand notice dated 31/10/2022and 31.03.2023 on the ground of wrong punching of maximum demand.



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2. That the contents of this para so far as they are contrary to the contents submitted in the complaint are wrong and denied. It is specifically denied the respondents have any legal right under the provisions of regulations and Act to calculated the above amount on account of the wrong punching of the maximum demand which is barred by limitation as well as against the settled provisions of law.
3. That the contents of this para so far as they are contrary to the contents submitted in the complaint are wrong and denied .It is specifically denied the demand notice served by the respondents are totally legal and valid in terms of the mandate of law and as per sub- section (1) of the section 56 of the Electricity Act, 2003 read with other enabling provisions or that the complainant cannot renege from the obligation of payment of the said statutory amount, the complaint as filed by the complainant is liable to be allowed.
4. That the contents of this para so far as they are contrary to the contents submitted in the complaint are wrong and denied It is submitted that the said notice as has been served by the respondents is time barred against the provisions of regulations and is not payable by complainant in any manner. It is specifically denied that complainant is not making regular payment of the electricity bill. It is submit that even respondents have illegally and arbitrarily debited sundry to the tune of Rs. 33,12,400 in the monthly energy bill of July 2023 which is under challenge before this ld. forum Hence, total demand of the respondent as such of Rs.



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3808400/- is not sustainable. The demand as raised by the respondents upon the complainant is neither legal nor valid and complainant cannot be forced to pay this illegal demand further the threatening to disconnection of the electricity supply for the want of illegal payment of the electricity charges and others charges to be invoked by the respondents is also not as per law.

5. That the contents of this para so far as they are contrary to the contents submitted in the complaint are wrong and denied It is submitted that notice dated 31.10.2022 and 31.03.2023 in connection with the wrong punching of the maximum recorded demand are wrong illegal and time barred.
6. That the contents of these paras are totally wrong and incorrect hence denied. It is specifically denied that the amount is not time barred and is not in violation of section 50 of the Electricity Act, 2003. It is denied that any sundry is pending against the complainant. As submitted herein above, total amount on account of the wrong punching of the maximum recorded demand as mention by respondent of Rs. 3808400/- is wrong incorrect which is not required to be paid by the complainant It is submitted that the demand notice served by the respondents is neither legal nor valid.

It is therefore, most respectfully prayed that the complaint as filed by the complainant may kindly be allowed and impugned notices may kindly be quashed and set aside and it may kindly be



held that complainant is not liable to pay Rs. 3808400/- on account of the wrong punching of the maximum recorded demand.

E- The Complainant's written Arguments:

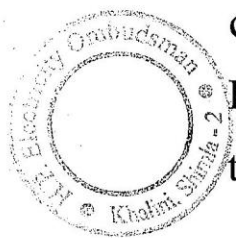
The Complainant did not submit any written arguments instead preferred oral arguments.

F- The Respondent's written Arguments:

The Respondent also preferred oral arguments.

G- The Arguments of both during proceedings :

1. The final arguments were conducted on 27.02.2024. The counsel for Complainant emphasised that the instant matter is time barred and the charges are not payable as the same has been issued after lapse of more than two years. However, the counsel for Respondent asserted that the matter is not time barred and substantiated his stand by giving reference of the judgement held by the Hon'ble Supreme Court in Civil Appellate Jurisdiction in "Civil Appeal No. 1672 of 2020" as a settled law and also mentioned the findings by the Consumer Grievance Redressal Forum at Kasumpti in this regard.
2. The counsel for Complainant also added to the arguments that no prior notice had been issued by the Respondent for the sundry charges as mentioned in the energy bills. Whereas, the counsel for Respondent mentioned that the subsequent notices were served twice on dt. 31 /10/2022 and 31/03/2023 as an intimation to the



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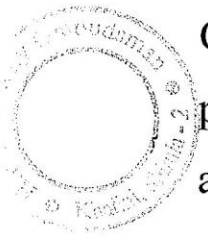


complainant in connection with the wrong punching of the maximum recorded demand before the bills dt. 12/06/2023 amounting to Rs.4,96000/- and dt.09/08/2023 of Rs.33,12,400/- were raised and further stressed that the complainant was well aware of the said amount raised owing to wrong punching for the period October,2020 to July, 2021. The officer appearing in court on behalf of Respondent Board informed during arguments that the said notices also stand annexed as Annexure-R-1 with the reply submitted. The arguments were concluded and order reserved.

H- Consumer Grievance Redressal Forum Order :

BRIEF FACTS OF CASE-

1. Complaint is filed under Regulations 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s Shree Parvati Steel and Alloys, Village Kheri, Trilokpur Road, Kala Amb, District Sirmaur (HP) - 173030;
2. Complainant is a Large Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL, bearing Consumer ID 100012002332;
3. In the matter the Complainant has preferred two separate complaints
4. Complaint No 1515/2/23/18: The Complainant is aggrieved by the action of the Respondent to raise sundry amount of Rs 4,96,000/= for past period by way of electricity bill dated 12.06.2023 (Annexure C1) on grounds that the said amount is illegal, arbitrary, against procedure and time barred as per the Electricity Act, 2003 and is accordingly not payable;



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5. Complaint No 1515/202308/30: The Complainant is aggrieved by the action of the Respondent to raise another sundry amount of Rs 33,12,400/= for past period by way of electricity bill dated 09.08.2023 (Annexure C1) on grounds that the said amount is also illegal, arbitrary, against procedure and time barred as per the Electricity Act, 2003 and is accordingly not payable;
6. Complainant has sought relief from this Forum in terms of declaring the ibid two sundries of Rs 4,96,000/= and Rs 33,12,400/= (total amounting to Rs 38,08,400/=) as wrong and illegal and for setting these aside;
7. On the other hand, the Respondent in its Reply has submitted that the Complainant was served with two demand notices on 31.10.2022 and 31.03.2023 (Annexure R1 Colly) along with calculation sheet (Annexure R2) for the payment of Rs 38,08,400/=-, arising due to wrong punching of recorded maximum demand (MD in kVA) in the Complainant's electricity bills of October 2020 to July 2021. The ibid monetary demand raised further as sundry in electricity bills (Annexure C1) are legal and valid in terms of mandate of law under section 56 of the Electricity Act, 2003 and thus the Complainant cannot renege from the payment of the statutory amount. The Complainant cannot avoid the statutory demand. The complaint is accordingly liable to be dismissed with orders to complainant to pay the said amount of Rs 38,08,400/=-.



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8. The *ibid* two complaints being of same / similar cause of action arising to the Complainant, the Forum has tagged both the complaints and proceeds hereinafter to determine these on merits by way of single Order—
9. This Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, HP Electricity Supply Code, 2009 and amendments thereto notified by the HPERC and record as facts along with pleadings of the parties. This Forum has heard the parties at length. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and correspondence placed on record and arguments adduced by both the parties;
10. At the outset, Forum observes that the Complainant has neither denied the maximum demand (MD in kVA) availed by it nor has it raised any challenge to the correctness of the monetary demand of Rs 38,08,400/= as being in contravention, in any way, to the Tariff Orders passed by the Ld HP Electricity Regulatory Commission (or the Ld HPERC) or against the statute. The Complainant has simply argued, without any basis, that the impugned monetary demands of Rs 4,96,000/= and Rs 33,12,400/= (total amounting to Rs 38,08,400/=) raised by the Respondent (Annexure C1) are illegal, arbitrary, against procedure and time barred as per the Electricity Act, 2003 and is accordingly not payable;

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- 11 On the other hand the Respondent has defended its action to raise the impugned monetary demands as past period arrears arising due to wrong punching of recorded maximum demand (MD in kVA) in the Complainant's electricity bills of October 2020 to July 2021. The Respondent has replied that the monetary demand raised by it are legal and valid in terms of mandate of law under section 56 of the Electricity Act, 2003 and thus the Complainant cannot renege from the payment of the statutory amount;
12. Thus, the only issues before the Forum that require to be determined are whether the Respondent is entitled to raise the impugned monetary demand as past period arrears arising due to wrong punching of recorded maximum demand (or MD in kVA) in the Complainant's electricity bills of October 2020 to July 2021 and whether the said monetary demand is or is not in any way against the provisions of section 56 of the Electricity Act, 2003?
13. After examining the record, facts and settled position of law coupled with provisions of the Electricity Act, 2003 and Regulations notified by the Ld HPERC on the matter, it is established that in view of the settled position of law laid by the Hon'ble Apex Court in the matter titled as Assistant Engineer (D1) Ajmer Vidyut Vitaran Nigam Ltd and Anr Vs Rahamutullah Khan alias Rahamjula in Civil Appeal No 1672/2020 decided on 18.02.2020 and M/s Prem Cottex Vs Uttar Haryana Vijli Vitran Ltd in Civil Appeal No7235 of 2009 decided on October 5, 2021, the issue of recovery of past dues of arrears by the DISCOM is no more res-integra;

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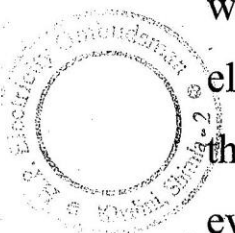


14. In the instant matter, this Forum while delving into the issue of recovery of past dues of arrears by the DISCOM and on the condition of limitation under section 56(2) of the Act, observes that in Hon'ble Apex Court Judgment dated 18.02.2020 in Civil Appeal No 1672 of 2020, which has further relied upon other Apex Court cases while interpreting section 56(2) of the Electricity Act, 2003, it has been held that section 56(2) does not put any limitation for raising the past dues or arrears, if not discovered earlier due to any bona-fide mistake. Liability to pay arises on consumption of electricity and obligation to pay when bill is raised. Electricity charges would become first due only when bill / demand is issued by the licensee to the consumer quantifying therein the charges to be paid. Accordingly, the Hon'ble Court has held in clear terms that the distribution licensee is entitled to recover arrears of past period arising due to bona-fide mistake or error and that limitation starts from the date the Bill/ Demand is raised which is when the sum becomes first due and it is from this date that the period of limitation of 2 years as provided in section 56(2) of the Electricity Act, 2003 shall start. Again Hon'ble Court has made it abundantly clear that it is from this date that the sum has to be continuously shown as recoverable as arrears during the limitation period. As a consequence, in addition to the date electricity is consumed, the liability to pay electricity charges is also created when meter reading is recorded or when meter is found defective or theft of electricity is detected and obligation to pay when Bill or Demand is raised;

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15. In the *ibid* Judgment of the Hon'ble Apex Court dated 18.02.2020, which refers to other Judgments as well, electricity has also been held to be 'goods' by a constitution bench of the Hon'ble Apex Court in a case titled *State of Andhra Pradesh Vs National Thermal Power Corporation Ltd.* Further, as also referred to in the Judgment *ibid*, under the Sale of Goods Act, 1930, a purchaser of goods is liable to pay for it at the time of purchase or consumption and that the quantum and time of payment may be ascertained *post facto* either by way of an agreement or the relevant statute;
16. It is therefore clear from settled law that while the consumer uses electricity being a good, the distribution licensee charges for this electricity / good at the specified tariffs/ charges of electricity, which in the State of Himachal Pradesh are determined by the Ld HP Electricity Regulatory Commission (HPERC) vide its Tariff Orders passed in pursuance to Regulations framed under the Electricity Act, 2003. Thereafter, these tariffs / charges are applied to the consumption or goods and thereafter a Bill or monetary demand is raised to the consumer;
17. Having gone through the instant case and having heard the matter by way of arguments extended by the parties, this Forum holds that there was mistake or bona-fide error by the Respondent HPSEBL in wrong posting of maximum demand (in kVA) in the Complainant's electricity bills from October 2020 to July 2021. This error caused the Complainant to be billed less in the said previous months and eventually resulted in the creation of past arrears / dues now



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recoverable from the Complainant. This fact has not been disputed by the Complainant;

18. This aforementioned fact not having been disputed by the Complainant, the Forum, on the anvil of ibid interpretation rendered by the Hon'ble Apex Court, also holds in the instant case that the Complainant as the purchaser of goods in the past, has consumed electricity and has availed maximum demand (in kVA) in the past, which were liable to be paid at the time of purchase or consumption in accordance with the prevailing statute and Tariff Orders passed by the Ld HPERC. The Respondent in the past had erred in not fully charging for this electricity / good at the specified tariffs/ charges of electricity. However, on this error being noticed later, the Respondent billed the Complainant as the purchaser of goods only for the shortfall arising due to wrong posting or punching of maximum demand (in kVA). Thus, no fault can be found in the action of the Respondent to recover past dues as arrears of charges for electricity supplied;
19. Coming to the other issue, the Forum, in view of the settled position of law by the Hon'ble Apex Court referred to in paras supra, also does not find the impugned monetary demand to have been hit by the condition of limitation as provided under section 56 (2) of the Electricity Act, 2003. In the instant case the original monetary demands were raised on 31.10.2022 and 31.03.2023 (Annexure R1 Colly) and thereafter included in electricity bills dated 12.06.2023 and dated 09.08.2023 (Annexure C1). The Forum finds that the said

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monetary demands are still within the limitation period of 2 years as provided in the Act and as held by the Apex Court and the Respondent is well within its rights to raise the same. The condition of limitation only starts from the date the Bill/ Demand is raised, which is when the sum becomes first due and it is from this date that the period of limitation of 2 years as provided in section 56(2) of the Electricity Act shall start. The Forum is convinced that the impugned monetary demand is clearly not hit by the condition of limitation as provided under section 56 (2) of the Electricity Act, 2003, such having been raised in October 2022 and March 2023.

20. Thus on the anvil of the interpretations rendered vide ibid Hon'ble Apex Court Judgments referred supra on raising of past period arrears due to bona-fide error or mistake and also on the limitation given under section 56(2) of the Electricity Act, 2003, the Forum does not find any illegality in the impugned monetary demands raised by the Respondent and thus holds that the action by the Respondent HPSEBL is a legal one;
21. Further, this Forum is of the considered opinion that the Respondent HPSEBL being a distribution licensee cannot recover any tariff / charges in excess of that specified by the Ld HPERC. These Tariff Orders lay out statutory charges. At the same time, it is also relevant in the context of the instant matter, that the Respondent HPSEBL being a distribution licensee, is bound to recover the cost / price of electricity consumed by a consumer, strictly as per tariffs /charges that are determined and specified by the Ld HPERC vide its Tariff

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Orders. Accordingly, the consumer is bound to pay for the electricity consumption at the determined tariffs / charges being of statutory nature. Any lapse, mistake or bona-fide error by the distribution licensee with regard to under recovery of actual tariff / cost / price of electricity, if not recovered from the respective consumer, who has availed the goods, may result either in permanent financial loss to the distribution licensee being a regulated public utility or with the burdening of this utility's loss upon other consumers. Both of these situations or eventualities are bad and against mandated provisions of Tariff Regulations on the matter;

22. The Forum is also of the considered opinion that wrong punching of availed maximum demand (in kVA) cannot allow free ride to consumer Complainant who is liable to make good any such loss to the Respondent and make payments towards this for the sole reason that electricity or power to that extent had actually been consumed and maximum demand (in kVA) availed by the consumer Complainant in the past. No one is entitled to adversely use the deficiencies in a system to their advantage, such as to cause loss in any way to the system. Not allowing such loss to be recovered likely results in malpractices and connivances which are detrimental to the system;

23. In the matter, this Forum concludes that the Respondent HPSEBL did make a bona-fide mistake / error in the past by missing to correctly raise statutory amounts in the original electricity bill arising out of non-punching / non-posting of availed maximum demand (in kVA),

Signature



which resulted in less billing to the Complainant and which went unnoticed for some time. The Respondent is certainly within its legal rights to recover the statutory charges towards the maximum demand (in kVA) availed by the Complainant and to raise monetary demand towards past arrears or dues of statutory nature, not raised earlier due to any mistake as has been held in Hon'ble Apex Court Judgment dated 18.02.2020 in Civil Appeal 1672/2020 while interpreting section 56(2) of the Electricity Act, 2003. However, onus would still lie on the Complainant to show that such arrears have been calculated wrongly which is conspicuously missing on the part of the Complainant;

24. In view of foregoing, the Forum does not find force in both the complaints filed by the Complainant. No illegality is seen by the Forum in the impugned monetary demands of Rs 4,96,000/= and Rs 33,12,400/= (Annexure R1 Colly), total amounting to Rs 38,08,400/= raised by way of two demand notices dated 31.10.2022 and 31.03.2023 (Annexure R1 Colly) respectively along with calculation sheet (Annexure R2) further raised as sundry in electricity bills dated 12.06.2023 and dated 09.08.2023 (Annexure C1) respectively for the past period from October 2020 to July 2021, These monetary demands and respective sundries raised in said electricity bills are accordingly upheld by the Forum and the Complainant is liable to pay the same;

25. In view of above, the Complainant is directed to pay the ibid impugned monetary demands, total amounting to Rs 38,08,400/=, in

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full within 10 days from this Order. In the event of non-payment of the same by the Complainant, the Respondent shall be at liberty to take action as per extant statute and Regulations governing the matter;

26. In aforesaid terms, the instant two complaints are decided on merits, in favour of the Respondents HPSEBL and against the Complainant. The complaints are accordingly Dismissed and disposed;
27. Parties are left to bear their own costs.

Order is announced before the parties present today on 05.12.2023 at Shimla in open Forum.

28. Certified copies of this Order be supplied to the parties. The complaints along with this Order be consigned to record room for safe custody.

I-Analysis of the Complaint:

1. The case file bearing Complaint No. 1515/2/23/18 & 1515/202308/30 and orders passed on dated 05/12/2023 by the Consumer Grievance Redressal Forum (CGRF) Kasumpti, Shimla-171009 have been requisitioned and gone through.
2. The submissions made by both the parties, Rejoinder submitted by the Complainant have also been incorporated in this order to have composite view of the entire case.
3. The documents annexed and placed on record, arguments made by both the parties have also been gone through.
4. The relevant Acts, Supply Codes, Manual of Instructions Part-1 and relevant supply conditions have been referred for the sake of clarity.

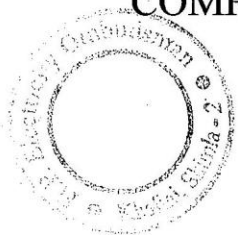
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5. M/s Shree Parvati Steel and Alloys, Village Kheri, Trilokpur Road, Kala Amb, District Sirmaur (HP) – 173030 is a Large Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL, bearing Consumer ID 100012002332;
6. The complainant had filed the said case against the final Orders dated 05/12/2023 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1515/2/23/18 & 1515/202308/30 and also filed an Application Under Section 151 of CPC 1908 for Interim directions regarding restraining the Respondent from disconnection of electricity supply to the premises of the Complainant during the pendency of complaint, the prayer granted through Interim Order dt.19.12.2023 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 and subsequently the respondents had been imparted necessary directions to comply with.
7. For the sake of clarity and analysis, the relevant submissions appended by the individual concerned have also been reproduced as under:

COMPLAINANT:

- a. The Complainant submits that an issue arises pertaining to bills of consumer Id no. 100012002332, on dated 12.06.2023



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

and 09.08.2023 amounting Rs 4,96,000/- & Rs.33,12,400/- respectively as sundry charges.

- b. Complainant has sought relief in terms of declaring the two sundries of Rs 4,96,000/= and Rs 33,12,400/= (total amounting to Rs 38,08,400/=) as wrong and illegal and for setting these aside;
- c. The Complainant submits that the prima facie case, balance of convenience and irreparable loss are in favour of the present applicants. The non- applicants have issued the bill including sundry charges without any justification and logic and the said bill being issued illegally and wrongly is liable to be set aside. It is further submitted that demand as raised in the bill is time barred.

RESPONDENT:

- a. On the other hand, the Respondent Board contends that the contents of these paras are totally wrong and incorrect hence denied. It is specifically denied that the amount is time barred and in violation of section 50 of the Electricity Act, 2003.
- b. The Respondent Board further contends that it is denied that no sundry is pending against the complainant. As submitted herein above, total amount on account of the wrong punching of the maximum recorded demand is Rs 3808400/- which is required to be paid by the complainant being a statutory amount and non-payment of the said amount shall attract

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coercive action of disconnection as per sub-section (1) of section 56 of the Electricity Act, 2003.

- c. The Respondent Board also submits in his reply that the complaint filed by the complainant is neither maintainable nor competent in as much as that complainant did not deposit the one third amount of the disputed amount, which is mandatory as per mandate of the HPERC (CGRF and Ombudsman) Regulations, 2013.
- d. The Respondent in its Reply has submitted that the Complainant was served with two demand notices on 31.10.2022 and 31.03.2023 along with calculation sheet for the payment of Rs 38,08,400/-, arising due to wrong punching of recorded maximum demand (MD in kVA) in the Complainant's electricity bills of October 2020 to July 2021. The monetary demand raised further as sundry in electricity bills are legal and valid in terms of mandate of law under section 56 of the Electricity Act, 2003 and thus the Complainant cannot renege from the payment of the statutory amount. The Complainant cannot avoid the statutory demand. The complaint is accordingly liable to be dismissed with orders to complainant to pay the said amount of Rs 38,08,400/-.

7. After doing analysis on the averments made by the Complainant and subsequent reply submitted by the Respondent and Rejoinder thereafter in regard with the contentions of the

Final



Complainant on the issue of time barred in the instant case , this Appellate Forum asserts that at the very outset , it is pertinent to mention that the Complainant has misconception in interpretation of the relevant clause 5.6.2 of the Supply Code read with the Instruction-39.2 of manual of Instruction part-1, further held by the Hon'ble Supreme Court in Civil Appellate Jurisdiction in "**Civil Appeal No. 1672 of 2020**" and delved in details by CGRF in the afore cited orders. This Appellate Forum for the sake of brevity, does not repeat the same as the detailed findings of this Appellate in this order under the heading "Findings on the Issues" shall provide convinced statute of the contentions and confusions.

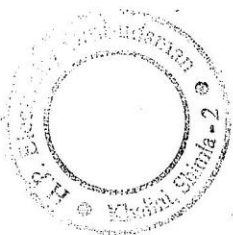
8. This Appellate Forum after due references read with Hon'ble Supreme Court above mentioned judgement, draws clear opinion that the Respondent Board being commercial organization, in the event of any error or bona-fide mistake can raise the arrear in a later stage and the date shall commence when the mistake is first pointed out in terms with the provisions and the limitation period shall commence from that date onwards.
9. This Appellate Forum after going through the detailed analysis made by CGRF on the above contentions and the reply submitted by the Respondent Board, gathers considered opinion that the action taken by the Respondent Board is in consonance with the prevalent provisions in principle and further reveals

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that against the same sanctioned Contract demand , the Complainant has enjoyed full amenities by paying less during the period of wrong punching by the Respondent Board which could be prudently comparable with the status of present billed amount and old billed amount prior to wrong punching as well as thereafter with the billed amount of the wrong punched bill.

10. If the above analysis proves viable and infers availing of full or more CD against the sanctioned Contract demand, the Complainant shall be liable to pay the differentials as raised by the Respondent Board. However, under the ambit of natural law of justice in terms of guided principles as vested under Regulation 36(2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, this Appellate Forum shall impart necessary directions to the Respondent Board in this order to satisfy the contentions of the Complainant in all respects before raising fresh demand if legitimate.
11. This Appellate Forum deduces from the analysis, that the said case has landed into the domain of nonpayment category owing to non-compliance of the Complainant to the demand notices dt. 31.10.2022 and 31.03.2023 raised by the Respondent Board.
12. This Appellate Forum asserts from the above Analysis that the Complainant derailed from the terms and conditions of the contractual obligations of A&A form executed at the time of releasing the connection and this Appellate feels it Appropriate



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the intervention of certain provisions of the Himachal Pradesh Electricity Supply Code, 2009 in the interest of justice, the relevant extract of which are laid down as under:

a. clause 1.2.13 (Relevant Extract)

“Consumer” means any person who is supplied with electricity for his own use by a licensee or by the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes bulk supply consumer, any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be and shall also include (c) “in case of death of a consumer, his legal heirs or representatives;”

b. clause 5.7.1 (Relevant extract):

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. clause 5.5 (Relevant Extract):

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(a) In case a consumer does not pay the bill by the due date, late payment surcharge shall be payable as per the Tariff Order

d. Clause 7.1.9 (Relevant extract) (**Fourth Amendment dt. 03.07.2020**):

(a) if dues are not paid by the consumer, the delayed payment surcharge, as per Tariff Order shall be levied up to the date of permanent disconnection, and

(c) the delayed payment surcharge shall not be charged for the period beyond the date of permanent disconnection and instead interest shall be charged on the outstanding amount, for the actual number of days for which such amount remains unrecovered /unadjusted, at a simple interest rate of 12% per annum:

13. After detailed analysis, this court deduces that the action taken by the Respondent Board is in conformity with the above provisions and subsequently the relief sought by the Complainant lacks substance, hence not tenable. This preposition of analysis makes the Complainant liable to comply with the notices and to pay the outstanding amount as raised by the Respondent Board.

14. Under the ambit of above provisions, this Appellate Forum gathers considered opinion to originate the following issues.

Final



J-Issues in Hand:

Issue No-1:

Whether the Complaint is maintainable?

Issue No-2:

Whether the alleged demand of sundry charges after a gap of more than two years is beyond the period of limitation?

Issue No-3:


Whether the notices were served as an intimation to the Complainant?

K-Findings on the Issues:

Issue No-1:

1. The Respondent Board in his reply has mentioned that the instant complaint is not maintainable in view of the fact that the complainant has not deposited 1/3rd of the disputed amount as mandatory requirement.
2. After going through the record, this court confirmed the deposit of 50% of the disputed amount by the Complainant with the following break up, as was required under the provisions of Regulation 33 (1) (g) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013.

Consumer ID	Receipt No.	Amount	Deposited
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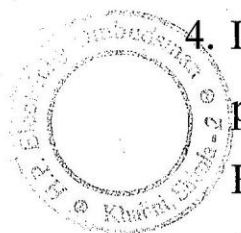


HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
Phone: 0177-2624525, email: ombudsmanelectricity.2014@gmail.com

			With
100012002332	DD No. 3086 dt.27.07.2023	Rs. 1,65,334/-	KalaAmb Sub-Divn.
100012002332	DD No. 002894 dt.06.09.2023	Rs. 1104134/-	KalaAmb Sub-Divn.
100012002332	DD No. 003158 dt.20.12.2023	Rs. 634732/-	KalaAmb Sub-Divn.
	Total amount	Rs. 19,04,200/- 50%of Rs.38,08,400/-	

3. Even during partial arguments held on dt. 30.01.2024 the counsel for complainant on this contention of Respondent Board produced record of having deposited 50 % of the disputed amount prior to the admission hearing and reminded the order dt. 27/12/2023 of this Appellate Forum wherein both the parties were already in accord on the said issue of maintainability. Hence, the maintainability issue was sorted out and this Appellate Forum agreed and considered the instant matter as maintainable.

4. In view of above misconception, this Appellate Forum Under the power drawn from the provisions of Regulation 37 (3)(d) (e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013,



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considers it appropriate and directs Respondents to be careful in future while reply/submissions are underway so as not to put the court proceedings under constraint to issue stringent directions. This Appellate Forum after above averments on record and arguments, holds this Complaint as maintainable.

This closes the findings on issue No.1.

Issue No-2:

1. This Appellate Forum understands that there is a misconception on the interpretation of Instruction No. 39.2 of Sales Manual Part-1 read with clause 5.6.2 of the supply code by the Complainant on the issue of limitations, whereas this Appellate Forum clearly fetches the meaning on interpretation of the instruction under inverted commas as below: -

“no sum due from any consumer, shall be recoverable after the period of two years from the date when such sum become first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the license shall not cut off the supply of the electricity.”

2. The **first due** is the day when the issue was pointed out irrespective of how old the issue may be.
3. Let us elaborate more on the terms “due” and “first due”. The word “due” has been used under Section 56(1) as well as under

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section 56(2) of the Act 2003. The term “due” refers to the amount for which the demand is raised by way of a bill. The term “first due” would therefore imply when the demand is raised for the first time. The bill raised by the licensee company (Respondent Board) would be the starting point for the exercise of power under sub-section (1) of Section 56 and the starting point of limitation would be from the date when the bill is raised by the licensee company (Respondent Board).

4. The facts are further supported by Hon’ble Supreme Court of India Civil Appellate Jurisdiction in “**Civil Appeal No. 1672 of 2020**”, wherein the licensee company raised an additional demand on 18.03.2014 for the period July,2009 to September,2011. The period of limitation would commence from the date of discovery of the mistake i.e. 18.03.2014. However, the remedial action of the Respondent should be strictly in consonance with sub- section (1) and sub- section (2) of Section 56 in totality of the Act 2003.

5. Akin to above judgement, the final Arguments made by the counsel for Respondent Board, this Appellate Forum is of the considered opinion that the interpretation in the instant case is also of similar nature wherein the Respondent Board raised an additional demand through sundry on dt.12.06.2023 amounting to Rs.4,96000/- and on dt. 09.08.2023 amounting to Rs. 33,12,400/- respectively for the period 10/2020 to 07/2021. The



period of limitation in line with para-4 above would commence from the date, the amount appeared first time through sundry bill i.e. 12.06.2023 & 09.08.2023 respectively. Hence, the amount raised by the Respondent Board under the ambit of above provisions is not time barred and the Complainant in terms of A&A executed at the time of releasing of connection is under contractual obligations to pay the previous amount as and when it is raised. The Respondent Board may take recourse to any remedy available in law for recovery of the additional demand, but strictly in line with sub- section (2) of Section 56 of the Act in the instant case.

6. The liability to pay arises on the consumption of electricity. In the instant case, it is an established fact that the energy was consumed by the Complainant/ M/S Shree Parvati Steel and Alloys during the period of wrong punching and practically availed full CD or more against the same sanctioned Contract demand in the said period. The obligation to pay would arise when the bill is issued by the Respondent Board first time, quantifying the charges to be paid. Hence, the differential bill raised is correct in principle and qualifies the contentions of complainant on limitation.
7. The CGRF has also taken reference of above judgment of Hon'ble Supreme Court and findings thereafter diligently on the above issue which may also be considered as part and parcel of

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the findings of this Appellate Forum and for the sake of reference, the relevant extract is reproduced as under:

“Accordingly, the Hon’ble Court has held in clear terms that the distribution licensee is entitled to recover arrears of past period arising due to bona-fide mistake or error and that limitation starts from the date the Bill/Demand is raised which is when the sum becomes first due and it is from this date that the period of limitation of 2 years as provided in section 56(2) of the Electricity Act, 2003 shall start. Again, Hon’ble Court has made it abundantly clear that it is from this date that the sum has to be continuously shown as recoverable as arrears during the limitation period.”

8. This Court after having elaborate findings on the Issue-2, concludes that the methodology adopted by the Respondent Board in the instant case is in consonance with the spirit of above judgement/guidelines and hence not time barred and is sustained in principle.

This closes the findings on issue No.2.

Issue No-3:

1. The counsel for the Complainant during arguments contended that no prior notice had been issued by the Respondent for the

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sundry charges as raised through bills dt. 12/06/2023 of Rs.4,96000/- and dt.09/08/2023 of Rs.33,12,400/-.

2. This Appellate Forum after referring to the reply submitted by the Respondent Board, the averments made by the counsel for Respondent during final arguments and the Annexure-R-1 placed on record by the Respondent, draws considered opinion that the subsequent notices were served twice on dt. 31/10/2022 and 31/03/2023 as an intimation/reminder to the complainant in connection with the wrong punching of the maximum recorded demand before the bills dt. 12/06/2023 and 09/08/2023 were served. The relevant extracts of above demand notices are also reproduced below for the sake of clarity and in the interest of justice:

a. Demand Notice dt.31/10/2022:

“Subject: wrong punching of maximum demand.

With reference to the subject cited above, this office has noticed that an excess undue benefit amounting of Rupees 3808400/- only has been given to your consumer ID 100012002332 on account of wrong punching of maximum recorded demand in energy bills from Oct 2020 to July 2021.

So, you are requested to kindly deposit the amount of rupees 3808400/- only within 15 days otherwise the above-mentioned amount will be debited in your next energy bill.”

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b. Demand Notice dt.31/03/2023:

Apparent to the record, this Appellate Forum deduces that second demand notice was served on dt.31/03/2023 as a reminder, the very specific part relevant to the justice is also reproduced as under:

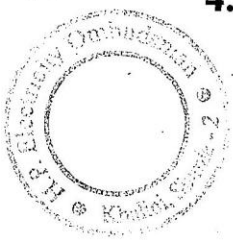
“As per scrutiny of the record you have failed to deposit the above cited amount as per notice already delivered to you.

So, you are requested to kindly deposit the amount of Rs.38,08,400/- only within 15 days. Otherwise the above-mentioned amount will be debited to your next energy bill.

Treat this as final notice.”

3. This Appellate forum after concluding the findings on the Issue-2, delving the documents placed on record and arguments held, referring to the effective findings of CGRF observed that the Complainant was well knowing about the facts of the service of the notices prior to raising the bills in question and breached even the provisions that warrants adherence to the contractual obligations. Hence, the contentions are not tenable.

4. This Appellate forum while concluding instant issue, affirms that demand notice dt.31/10/2022& notice dt.31/03/2023 as a reminder and subsequent bills raised on dt.12/06/2023&09/08/2023 respectively is a legitimate act of



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Respondent Board when the bona-fide mistake was discovered and action thereafter in terms of above provisions and judgement is viable as during the period of bona-fide-mistake the power was consumed by the Complainant, hence overcomes the embargo of limitations.

This closes the findings on issue No.3.

L -Order:

- 1. The order passed by the Consumer Grievance Redressal Forum (CGRF) at Kasumpti Shimla on dated 05/12/2023 in Complaint No. 1515/2/23/18 & 1515/202308/30 is upheld.**
- 2. The demand raised by the Respondent Board is sustained in principle. However, in monetary terms the Respondent Board is also directed to give cognizance to the following directives at their ends:**
 - a. To update/compare the status of maximum demand availed by the Complainant prior to wrong punching, after the wrong punching and thereafter making due corrections if required to ascertain the legitimacy of consumption during the period Oct.2020 to July,2021 of wrong punching & differential demand raised thereof.**
 - b. To overhaul the account of the Complainant within 15 days excluding holidays from the date of issue of this**

Purhal



order if any difference is observed with reference to the earlier raised bills /demand while doing above exercise, to avoid onus on individuals.

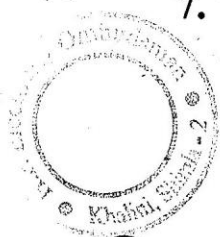
3. Thereafter, the complainant is directed to make payments along with LPS if applicable as per the prevalent provisions within 15 days excluding holidays from the date of issuance of fresh demand / instructions by the concerned office of the Board.

4. The Respondent Board while initiating any remedial action for the recovery of the outstanding amount, explicitly, act as per extant statute and Regulations governing the matter in terms of instruction 39.2 of sales manual Part-1, read with Section 56 (i) & 56(2) of Indian Electricity Act 2003 in line with the findings of para -4 and para-5 under Issue-2 of this order to avoid any violation in implementation.

5. The stays imposed by this Appellate Forum under Regulation 36 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 are hereby vacated.

6. The parties are left to bear their own costs.

7. The order is also placed at site for the convenience of reference.



Ruphal



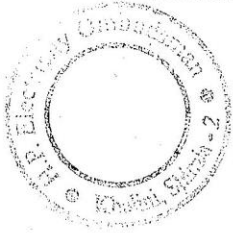
HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
Phone: 0177-2624525, email: ombudsmanelectricity.2014@gmail.com

**8. The Complaint filed by M/S Shree Parvati Steel and Alloys,
Village Kheri, Trilokpur Road, Kala Amb, Distt. Sirmour,
H.P-173030 is hereby disposed of.**

Given under my hand and seal of this office.

Dated: 01/03/2024

Shimla



Sharma
01/03/2024
Electricity Ombudsman

