



In the matter of:

Complaint No. 01/2024

M/s. Morepen Laboratories Ltd., a company registered under the companies Act with its works/ office at village and P.o. Masulkhana, Tehsil Kasauli, Distt. Solan, H.p. through its authorized signature Sh. Tara Chand.

– Complainant

Vs

1. Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004

2. The Assistant Engineer, Elect. Sub-Divn., HPSEBL Kasuli, Distt. Solan. 173204

- Respondents

1. Complaint No. 01/2024 (Registered on 10/04/2024)

2. (Orders reserved on 11/06/2024, Issued on 20/06/2024)

Counsel for:

The Complainant: Sh. O.C. Sharma, Advocate

The Respondents: Sh. Kamlesh Sakhlani, Under Sectt. (Law)

Sh. Rajesh Kashyap, Advocate

Er. Vineet Bhardwaj, A.E. ESD Kasuali

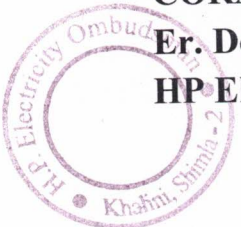
Sh. Ishwar Dass , Sr. Asstt.

Sh. Rupinder Kanwar, Sr. Asstt.

CORAM

Er. Deepak Uppal

HP Electricity Ombudsman



*Deepak Uppal*



## Order

1. The case was registered on 10/04/2024 and admitted after conducting admission hearing on dt.29/4/2024. The Respondent Board was directed to submit reply on or before 13.05.2024 & Complainant to file a rejoinder if any, within one week after the submission of the reply by the Respondent Board. The case was listed for hearing on dated 13/05/2024.
2. Case called, the matter was heard on 13/05/2024. The Respondent Board submitted reply during the course of hearing in the court room on 13/05/2024 in compliance to order dated 29/04/2024 and also provided a copy of reply to the counsel for Complainant present in the Court. The Complainant was directed to submit rejoinder if any within weeks' time thereafter. The case was listed for final arguments on 11/06/2024. The concerned Assistant Engineer representing Respondent Board was directed to appear on dated 11/06/2024 along with complete record to avoid any misconception during final arguments.
3. The matter was heard for final arguments on dt.11/06/2024 and the counsel for Complainant submitted rejoinder in the court room and also supplied a copy of rejoinder to the counsel for Respondent present. Thereafter, the arguments were conducted and advanced by the ld. counsels on the respective contentions.
4. The concerned Assistant Engineer representing Respondent Board also appeared along with the relevant record. After listening both the parties at length, the arguments were concluded and orders reserved. Thus, concluded within the ambit of stipulated time as per the prevalent provisions. Hence, no delay.



*Ruphal*



**A-Brief Facts Of The Case:**

M/s. Morepen Laboratories Ltd., have filed an Application, under provisions of Regulation 28(1)(C) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, registered on 10/04/2024, for passing necessary orders or directions to the Respondents to make compliance of Order dt. 10/10/2023 passed in compliant No. 1421/2/08/24 – 1422/202307/20 by Consumer Grievance Redressal Forum at Kasumpti Shimla with further request to refer the case to Hon'ble Himachal Pradesh Electricity Regulatory Commission for initiating appropriate proceedings under section 142 of Electricity Act. 2003, in case of Non-compliance of the said order. Further detailed facts are cited in para-1 to 6 below under the heading “**B- Complainant’s submission,**” hence for the sake brevity, the same have not been repeated again.

**B-The Complainant’s Submission:**

**BRIEF FACTS OF THE CASE:**

1. The Complainant Submits that the brief facts leading to the filing of present representation under Regulation 28 (1)(c) of HPERC (CGRF and Ombudsman) Regulation, 2013 are that a complaint was initially filed in the year 2008 by the complainant/ representationist before the then Ld. FRGC at Shimla under Regulations 8 & 9 of Regulations called as HPERC (Guidelines for Establishment of Forum for Redressal of Grievances of Consumers) Regulations, 2003 as notified on 23.10.2003. The said complaint was decided by the then Ld. FRGC at Shimla on 06.01.2012 and thereby arrived at a conclusion that the demand raised in terms of notice



*Ruphal*



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

dated 23.06.2001 for Rs.19,84,000/- would be shared by the complainant and the HPSEBL in 50:50 ratio.

2. The Complainant Submits that it is relevant to give a backdrop of the facts of the case that after the raising of demand in terms of notice dated 23.06.2001 for Rs. 19,84,000/- by the respondents, the said demand was disputed by the present complainant/representationist before the Board Level Consumer Redressal Committee of HPSEBL. Since the said committee failed to redress the dispute of the complainant within the requisite period, the complainant herein filed a complaint before the Consumer Dispute Redressal Forum under Consumer Protection Act, 1986 and the same was dismissed on 09.05.2008 with directions to the complainant to seek remedy before competent court of law. It happened that the complainant/ representationist filed complaint before the Ld. FRGC.
3. The Complainant Submits that the complainant/ representationist herein filed CWP No. 9261 of 2012 and the HPSEBL also filed CWP No. 4912 of 2012 before the Hon'ble High Court of H.P. and in terms of order dated 11.11.2019, the Hon'ble High Court of H.P. has been pleased to set-aside the order dated 06.01.2012 and thereby remanded back the matter to the Ld. CGRF to decide the same afresh on the basis of pleadings which are already on record and after hearing the parties and by passing a reasoned and speaking order
4. The Complainant Submits that after remand of the matter by the Hon'ble High Court of H.P., the Ld. CGRF heard the parties to the lis afresh and passed order dated 10.10.2023 and thereby set-aside the monetary demand raised dated 23.06.2001 for Rs. 19,84,000/- vide order passed in complaint No. 1421/2/08/24 – 1422/202307/20 by the Ld. CGRF and the copy of which is annexed herewith as **Annexure C-1**. The conclusion/observations part of order dated 10.10.2023 start from paras 29 to 59 but the relevant



*Ruphal*

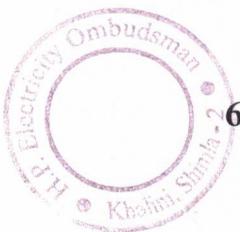


observations of the Ld. CGRF are in paras 58 and 59 which are reproduced as hereunder: -

“ (58) From foregoing discussion, this Forum is convinced that apart from the ibid Sales Circular, the said impugned monetary demand (Annexure P14), was wrongly based upon the ibid Report/observation of Audit. This Forum has already held in paras supra that the Sales Circular (Annexure R2) had been given retrospective effect and had wrongly been made applicable to the Complainant. The Sales Circular could only entail prospective effect. Further, the Audit observation/Report (Annexure P15/Annexure R1 in Hindi language) was in itself wrong to suggest monetary loss to the Respondent due to non-clubbing of loads of each electricity connection and further the action of Respondent was wrong to rely upon the same. Thus, the Forum holds that no monetary demand could have been fastened upon the Complainant and the action of the Respondent to do so is ab-initio wrong;

(59) In view of foregoing, the Forum concludes and holds that the action of Respondent to raise impugned monetary demand dated 23.06.2001 for Rs. 19,84,000/- upon the Complainant (Annexure P14), is bad in the eyes of law and otherwise also wrong and thus cannot sustain ab-initio. The impugned monetary demand (Annexure P14), is accordingly set aside;”

5. The Complainant Submits that the complainant/ representationist herein has deposited 50% of the disputed amount of Rs. 19,84,000/- i.e. Rs. 9,92,000/- with the respondents.
6. The Complainant Submits that the complainant/ representationist herein approached the respondents and thereby requested the respondents herein to



*Ruppal*



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

make compliance of order dated 10.10.2023 in letter and spirit and thereby to refund an amount of Rs. 9,92,000/- to the complainant/ representationist but despite repeated personal visits and requests the respondents herein had failed to refund the same.

7. The Complainant Submits that the respondents ought to have complied with the order dated 10.10.2023 passed in complaint No. 1421/2/08/24 – 1422/202307/20 by the Ld. C.G.R.F. within 21 days after the passing of order dated 10.10.2023 in letter and spirit in terms provisions contain in Regulations 27 of HPERC (CGRF and Ombudsman) Regulations, 2013 and the provisions of HP Electricity Supply Court, 2009. The amended provisions of HP Electricity Supply Court 2009 contain a provision attracting the payment of interest @ 15% on the undue amount. In equity the complainant/ representationist is also entitled for interest on the amount of Rs. 9,92,000/- which has been deposited by the complainant with the respondents towards Rs. 19,84,000/-, more particularly in the fact situation that the afore said demand has been set-aside by the Ld. CGRF. The respondents have intentionally, willfully disobeyed and flouted the order dated 10.10.2023 passed in complaint No. 1421/2/08/24 – 1422/202307/20 by not making refund of Rs. 9,92,000/- alongwith interest @ 15% till date. The said acts of the respondents constitute contravention of rules and regulations made by the H.P.E.R.C. and the respondents are liable to be dealt with under Section 142 of the Electricity Act, 2003.
8. The Complainant Submits that the respondents have willfully, deliberately and intentionally disobeyed the order dated 10.10.2023 passed in complaint No. 1421/2/08/24 – 1422/202307/20 by Ld. C.G.R.F. and are continuing to do so.
9. The Complainant Submits that there is no representation filed by the complainant, in respect of the same grievances, nor is pending in any

*Ruphal*



proceedings before any Court or Tribunal or Arbitrator or any other authority.

**10.** The Complainant Submits that no representation was earlier made in respect of the present grievances before this Hon'ble Authority.

**11.** The Complainant Submits that the present representation for non-compliance of Order dated 10.10.2023 is within the statutory period of limitation as the respondents have not till date complied with the aforesaid orders and are continuing to make contravention of the same which constitute contravention of the rules and regulations by the H.P.E.R.C. and consequently liable to be dealt with under Section 142 of the Electricity Act, 2003. The respondents have failed to make the requisite refund to the complainant/representationist alongwith interest accrued on Rs. 9,92,000/- as such, the present representation before this Ld. Authority.

**12.** The Complainant sought following Nature of Relief:

- a) The respondents may kindly be directed to make compliance of Order dated 10.10.2023 passed in complaint No. 1421/2/08/24 – 1422/202307/20 by Ld. C.G.R.F. by way of making refund of Rs. 9,92,000/- along with interest @ 15% per annum from the date of its deposit till the date of making refund of the same to the complainant/representationist and in case of default, the case may be referred to the Hon'ble H.P.E.R.C. for initiating appropriate proceedings under Section 142 of the Electricity Act 2003, in the interest of justice.

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

**Preliminary Submissions:**

1. The Respondent submits that the present representation is not maintainable in view of the fact that the demand has raised by the respondents is perfectly legal and valid in terms of the abridged conditions of the supply in as much



*Ruppal*



as the matter directly and substantially in issue has already been decided by CGRF Kasumpti Shimla-9.

**Reply on Merits:**

1. The Respondent submits that the contents of the Para No. 1 of the representation being matter of record calls for no reply.
2. The Respondent submits that the contents of the Para No. 2 of the representation being matter of record calls for no reply.
3. The Respondent submits that the contents of the Para No. 3 of the representation being matter of record calls for no reply.
4. The Respondent submits that the contents of the Para No. 4 of the representation being matter of record calls for no reply.
5. The Respondent submits that the contents of the Para No. 5 of the representation being matter of record calls for no reply.
6. The Respondent submits that the contents of the Para No. 6 of the representation is vehemently denied being false and wrong.
7. The Respondent submits that the contents of the Para No. 7 of the representation are vehemently denied to the extent that the respondents have intentionally, willfully disobeyed and flouted the order dated 10.10.2023 passed by Ld. CGRF Shimla.
8. The Respondent submits that the contents of the Para No. 8 of the representation are vehemently denied to the extent that the respondents have intentionally, willfully disobeyed and flouted the order dated 10.10.2023 passed by Ld. CGRF Shimla.
9. The Respondent submits that the contents of the Para No. 9 of the representation being formal in nature calls for no reply.



*Ruppal*





10. The Respondent submits that the contents of the Para No. 10 of the representation being formal in nature calls for no reply.
11. The Respondent submits that the contents of Para No. 11 of the representation is vehemently denied as the same has not been filed within the statutory period of limitation i.e. one month from the date of passing of order dated 10.10.2023.
12. The Respondent prays that the representation being devoid of any merit and being time barred be dismissed with costs throughout.

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

1. The Complainant Submits that the contents of para No. 1 of the preliminary submission are wrong hence denied so far as it represents that the demand raised by the respondents is legal and valid. The Order dated 10.10.2023 passed by the Ld. C.G.R.F. for quashing and setting aside the demand notice dated 23.06.2001 for Rs. 19,84,000/- is well reasoned and speaking one and the same has to be implemented or complied with by the respondents in letter and spirit. The present representation for non-compliance of order dated 10.10.2023 is maintainable before this Ld. Authority.

**ON MERITS:**

1. 1 to 5 The Complainant Submits that the contents of para(s) No. 1 to 5 of reply do not call for rejoinder. However, the contents of corresponding paras 1 to 5 of representation are reproduced and reasserted here.
2. 6. The Complainant Submits that the contents of para No. 6 of the reply are misleading so far as the same do not admit the contents of corresponding para 6 of the representation. However, the contents



*Ruphal*



of corresponding para 6 of representation are reproduced and reasserted here.

3. 7-8 The Complainant Submits that the contents of para No. 7 and 8 of the reply are wrong hence denied and those of corresponding paras 7 and 8 of representation are reproduced and reasserted here.
4. 9-10 The Complainant Submits that the contents of para No. 9 and 10 of the reply do not call for rejoinder, however the contents those of corresponding paras 9 and 10 of representation are reproduced and reasserted here.
5. 11. The Complainant Submits that the contents of para No. 11 of the reply do not call for rejoinder, however the contents that of corresponding para 11 of representation are reproduced and reasserted here.
6. It is, therefore, respectfully prayed that the representation may kindly be allowed as prayed for, 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 Respondents also did not submit any written arguments instead preferred oral arguments.

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

1. Final arguments were conducted on 11/06/2024. The Id. Counsel for respondents confined his arguments to the contents of submissions and added that their misconceptions towards application of sales circular attributes to Bonafide mistake and showed reliance on audit observations based on which the demand was raised.



*Ruphal*



2. On the other hand, Id. Counsel for complainant argued that the demand in question stands set aside by the Id. CGRF vide order dt.10.10.2023 and respondents had to comply with which they have not done till date. Regarding reliance on audit observations, he encountered that audit observation is an opinion of expressions and given mentions of judgements of Hon'ble High Court to substantiate his stand. The arguments were concluded and orders reserved.

**H- Consumer Grievance Redressal Forum Order dt.10/10/2023 :**

**ORDER**

1. (29) This Forum has examined the relevant provisions of the Electricity Act, 2003, , The Electricity Act, 1910 and The Electricity (Supply Act), 1948, various relevant Regulations framed by the Ld HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Guidelines for Establishment of Forum for Redressal of Grievances of the Consumers) Regulations, 2003 (or the FRGC Regulations) and the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 (or the CGRF Regulations) and amendments thereto, the Tariffs notified by the Respondent 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;
2. (30) At the outset, this Forum observes that the Complainant by way of its written submissions has dwelled upon the applicability of section 22-B of the Indian Electricity Act, 1910 and on section 56(2) of the Electricity Act, 2003 in the instant matter –
3. (31) With regard to the written submission made by the Complainant on the lack of powers of the Respondent Board under provisions contained

*Ruphal*



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

in section 22-B of the Indian Electricity Act, 1910, this Forum from perusal of the statute observes that as a matter of fact the Board under sub-section 79 (j) of the Electricity (Supply) Act, 1948, was vested with powers to make Regulations. Under Section 49 of the Act, the Board was vested with powers for the supply of electricity on such terms and conditions as the Board thinks fit and for framing and fixing tariffs;

4. (32) With regard to the written submission of the Complainant on the applicability of section 56(2) of the Electricity Act, 2003 to the impugned monetary demand, Forum observes that the 2003 Act is clearly not applicable to the said monetary demand, such having been enacted on 10.06.2003, much after the cause of action arose to the Complainant or advent of the impugned monetary demand raised by the Respondent on 23.06.2001;
5. (33) Thus, the Forum does not find any relevance in the foregoing written submissions made by the Complainant on the applicability of afore mentioned section 22-B of the 1910 Act or on section 56(2) of the 2003 Act in the instant matter. This Forum holds these submissions as not tenable and accordingly rejects these;
6. (34) During the final hearing and arguments stage, the Ld Counsel for Complainant re-iterated almost all of the written contentions raised Complaint No 1421/2/08/24 – 1422/202307/20 by it. However, the Ld Counsel emphasized that it did not wish to press on the applicability of Section 56(2) of the Electricity Act. 2003 in the instant matter;
7. (35) During the aforesaid final hearing and arguments stage, the Ld Counsel for Complainant placed on record various judgements passed by the Hon'ble Apex Court and other Courts – (a)Judgement passed on 16.05.2008 by the Hon'ble Apex Court, in Civil Appeals No 1001, 102-06 and 3309 of 2007 titled Kusumam Hotels Private Limited Vs Kerela



*Ruphal*



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

State Electricity Board and Ors; (b)Judgement passed on 19.03.2009 by the Hon'ble Apex Court in Civil Appeal No 3492 of 2006 titled Binani Zinc Limited Vs Kerela State Electricity Board and Ors; (c)Judgement passed on 19.11.2013 by the Hon'ble Punjab & Haryana High Court in CWP No 10858 of 2000 titled M/s Kundan Mill Board and Paper Mills & Anr Vs Punjab State Electricity Board, Patial & Ors.

8. (36) Now the Forum proceeds to delve into the matter in greater detail—
9. (37) The Forum from record finds that the instant matter is squarely limited to determining the legal validity and the correctness of the action of the Respondent to raise a single monetary demand to the Complainant, against its two electricity connections for two Industrial Units, by clubbing the connected loads (in kW) of the two Units at the instance of an Audit observation and by relying on a Sales Circular dated 11/04/2001 (Annexure R2). Accordingly, this Forum proceeds to determine the legal validity and correctness of the said action of the Respondent—
10. (38) This Forum observes that apart from the Report / observation of Audit (Annexure P15 / Annexure R1 in Hindi language) and the Sales Circular dated 11/04/2001 (Annexure R2), the Respondent has no-where evoked any relevant provisions of the statute under which the impugned action of the Respondent to club the loads of two separate industrial units in the name of same Company, may have taken place. Forum observes from record, that apart from the said Sales Circular, there is nothing on record to show that the relevant statute at any time or any Order of the Board at the time of releasing the ibid electricity connections, prohibited in any way, the releasing of two separate connections in the name of the same company or person in adjacent premises or contiguous establishments;



*P. Sadan*



11. (39) This Forum further observes that the impugned monetary demand of Rs 19,84,000/= raised upon the Complainant by the Respondent on 23.06.2001 (Annexure P14) was calculated based upon the tariffs notified by the Respondent Board before the year 2001 (Annexure P17, Annexure P18, Annexure P19). It is pertinent to mention here that at that time, it was the Respondent Board which notified these tariffs. These tariffs were for various categories of consumers and specified therein the rates / tariffs to be recovered from the consumer of electricity falling in a category and not from multiple consumers or group of consumers under a particular category;
12. (40) A consumer is distinctly identified by a consumer ID after an Agreement for Supply is executed between it and the Board. The Agreement to Supply carries the details of the consumer, Connected Load (and/or Contract Demand), the category of tariff applicable, the voltage at which the Supply is to be given etc. After a consumer ID is created, bills (or demands) based upon the conditions of the Agreement and applicable tariff, are raised for the recovery of dues payable by the consumer for the electricity consumed and other items;
13. (41) This Forum further observes that the ibid impugned monetary demand was raised by the Respondent after the issuance of the Sales Circular on 11/04/2001 (Annexure R2) by it, which was with regard to clubbing of loads. Thus, the said monetary demand was raised by the Respondent after the advent of the said Sales Circular;
14. (42) The Forum further observes that the instant matter is not one with regard to monetary demand against any new electricity supply connection under Section 49 of the Electricity (Supply) Act, 1948, but is one with regard to already existing electricity supply connections released in the years 1989 and 1993. Thus, the monetary demand dated 23.06.2001



*Ruphal*



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

(Annexure P14) was raised upon the Complainant after the advent of the ibid Sales Circular, by simply clubbing the existing loads of already existing two separate supplies or two separate electricity connections released in the years 1989;

15. (43) The aforementioned electricity supply connections already stood released to the Complainant's Unit-II in the year 1993 and another unit earlier in 1989 after duly executing Agreements for Supply by the Respondent Board. This Forum does not find anything on record to show that before the impugned monetary demand was raised by the Respondent in the year 2001, there may have been a change in the contracting status between parties by way of re-aligning of Supply Agreements for the fulfilment of any condition of clubbing of load at a later date. In-fact, the Forum does not find any condition imbedded in these Agreements that may cast upon the parties, any obligation to club loads at a later date against future separate electricity connections. There is also nothing on record that may suggest that the load clubbing may have become necessary so as to align contracts with the statute or change in statute. Further, the Forum also does not find anything on record which may show that the Respondent before raising the said monetary demand may have prevailed upon the Complainant for realigning the two executed Agreements into one or that the Complainant may have at any time consented or requested to clubbing of loads, thus enabling the Respondent to raise the impugned monetary demand;

16. (44) This Forum further observes that the said Agreements were rightly or wrongly executed and the electricity connections were rightly or wrongly released in the year 1989 and in the year 1993 by the Respondent on contiguous premises of the Complainant and thereafter the Complainant continued to receive electricity supply. The action of the



*R. K. Khafmi*



Respondent to execute the ibid Agreements against new and separate electricity connections, was not seen by it to be wrong or invalid at the time these Agreements were being executed nor at any time between the period of the said connections and the date of the ibid Sales circular. It is only after the ibid Audit Report /Observations and after the advent of the said Sales Circular in the year 2001 that the Respondent may have perceived its action of releasing two separate electricity connections to the Complainant as wrong, overlooking and not appreciating the fact that in the matter parties were originally bound by two separate Agreements;

17. (45) This Forum further observes that the Respondent has relied upon clause (A) 2 of the Sales Circular No. 05/2001 dated 11/04/2001 (Annexure R2) to support its case. On bare perusal of this clause, the Forum finds that the underlying condition specified in the clause is clearly in respect of an existing consumer who applies for a new connection. The Forum is of the considered opinion that this new connection has to be after the advent of this Sales circular, whereas, the instant case is one where the Complainant is an existing consumer who was not applying for a new third electricity connection after the advent of the ibid Sales Circular. Both the electricity connections in the name of the Complainant, already stood released to the Complainant after duly executing Agreements much before the said Sales Circular was issued by the Respondent. Thus the Respondent's reliance on clause (A) 2 of the Sales Circular in no way supports the case of the Respondent and the Forum holds this clause as clearly not applicable to the Complainant;
18. (46) The Forum from perusal of the remaining clauses of the ibid Sales Circular dated 11/04/2001 (Annexure R2) also does not find any clause which may support the case of the Respondent. In this matter, the Complainant has clearly stated that it had not applied for the clubbing of



*Ruphal*





the loads. This fact not having been disputed by the Respondent, the clauses in the Sales Circular pertaining to clubbing of loads at the behest of request by the Complainant are thus also not applicable in the instant case. Thus, this Forum is of the considered opinion that any attempt to make any clause of the Sales Circular applicable for already existing connections without consent of the Complainant would without doubt imply giving retrospective effect to the Sales Circular;

19. (47) It thus becomes clear, that the Respondent has wrongly relied upon this Sales Circular to raise the impugned monetary demand, which was clearly not applicable to the Complainant at the time the impugned demand was raised;
20. (48) On further delving into the matter, the Forum observes that the two Agreements for new electricity connections executed in the years 1989 and 1993 have not been denied by either party. The Forum is of the considered opinion that at the time the Agreement for Unit-II was executed in the year 1993, the Respondent was at liberty to insist for a Supplementary Agreement or for an Agreement for extension of load to the existing electricity connection which was clearly not done by it. The fact undoubtedly remains that rightly or wrongly, two separate Agreements for new electricity connections were still executed in the years 1989 and 1993 between parties, and two separate connections released. There is nothing on record that may prove any mala-fide on the part of either party. It can thus not be inferred that the Agreements were not executed consciously by the Respondent or were in any way wrong, or bad in the eyes of law at the time these were executed;
21. (49) The Forum rejects as baseless the submissions made by the Respondent that the complainant had withheld the material facts while obtaining second connection and that in its Annual Report for the year



*Ruphal*



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

1999-2000, the Complainant has shown the electricity charges at rate of 2.15 and thus proclaimed itself to be a big industry/ company. The Forum is clear in its view that Respondent has no-where in its Reply established mala-fide while the said Annual Report of the Complainant is its internal matter;

**22.** (50) Once it is established that the Sales Circular dated 11.04.2001 (Annexure R2) had wrongly been made applicable to the Complainant, that there is nothing on record to show any provision in the statute that may prevent separate electricity connections to a contiguous establishment in the name of same Company or person, that any one of the Agreements executed between parties has not been rescinded or cancelled and thus both Agreements against different consumers albeit in the name of same Company, stood on ground at the time of raising the impugned monetary demand, that the tariff rates are applicable only in respect of a consumer and not group of consumers, then the only conclusion that can be drawn is that a single monetary demand cannot be created against two separate consumers by clubbing their loads existing under separate Agreements, even if in the name of same person or company;

**23.** (51) Further, the Forum is convinced that in the instant matter it is immaterial whether Articles of Association and Memorandum of Association and the Sales Tax Numbers of the Company or the electricity connections which were released, were in the name of the same Company (or owner) or not, or that the contiguous units were not separated by any means or that these may have been manufacturing the same product etc. The fact remains that separate Agreements for supply of electricity were executed in different times and the parties are bound by these. Thus, under the given facts and circumstances of the matter the Forum holds

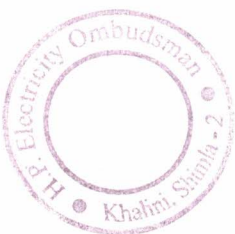


*Ruphal*



that these electricity connections were separate, already existing at the time of issuance of the Sales Circular dated 11/04/2001 (Annexure R2) and could not have been clubbed other than under the due process of law or on mutual Agreement between parties on request by the Complainant;

- 24.** (52) The Complainant de-facto exists as two separate consumers with two separate consumer IDs. The action of the Respondent is one where the two separate consumers would always entail a single bill, which is not the case here. Distinction exists here towards the two conditions which seemingly have been mistaken by the Respondents i.e when the electricity connections are applied for and when the electricity connections stand released or already exist with different consumer IDs. Having the effect of combined Tariff/ Billing/ demand can therefore exist only after the Agreements against all consumer IDs but one are rescinded or cancelled, permanently disconnected and subsequently merged or clubbed into one single Agreement / Entity, which is not the case here;
- 25.** (53) Further on proposition of law, it is settled that all laws are prospective, subject to enactment of an express provision or intendment to the contrary. Effect to a statute or an Order can be given from the date of the Order ie prospectively and not from an anterior date i.e retrospectively;
- 26.** (54) In the instant matter, Respondent herein was not exercising any powers under the statute to club loads of two separate electricity supplies of the Complainant but had exercised its statutory powers to issue Orders / Circulars / Directions. This Forum does not find any powers in the 1948 Act which may have been vested with the Respondent to issue Orders / Circulars / Directions with retrospective effect. Therefore, the Sales Circular dated 11/04/2001 (Annexure R2) could only have been given prospective effect in the hands of the Respondent;



*Ruphal*



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

27. (55) Therefore, this Forum concludes and holds that the Sales Circular dated 11/04/2001 (Annexure R2) in toto, was clearly not applicable to the Complainant at the time the monetary demand was raised. In the statute being the 1948 Act, no powers were available to the Board to issue Orders / Circulars / Directions with retrospective effect. The instant matter is also not one where any aligning of the executed Agreements with the statute, may have arisen or become necessary. The Forum agrees with the contention of the Complainant and holds that to give effect to the said Sales Circular, in the manner as has been done by the Respondent, clearly amounts to giving retrospective effect to the said Sales Circular, which is not within its powers to do so. The stated proposition of law has clearly been laid out in the ibid Judgments cited in paras supra passed by the Hon'ble Apex Court on 16.05.2008 and 19.03.2009 respectively, wherein other Judgments have also been referred to. Thus, the action of the Respondent of fastening a monetary demand upon the Complainant by clubbing the two electricity connections of the Complainant existing under separate Agreements by wrongly interpreting the Sales Circular dated 11/04/2001 (Annexure R2) clearly does not sustain in the eyes of the law;
28. (56) Further, with regard to the reliance of the Respondent on the Audit Report / Observation, Forum finds that the Audit while overlooking the fact of the existing Agreements ibid and while also overlooking the fact that at the time there was no statute to enable clubbing of loads, had also wrongly perceived less billing to the Respondent on a faulty premise of release of electricity connections under the Medium Industries Supply (MS) category instead of Large Industries Supply (LS) category. This was a perceived monetary loss loss by the Audit for the reason that the tariff rates at that time may have been higher for the LS category.



*Ruphal*



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

However, the Audit failed to appreciate the fact that while such rates at that time may have been higher, it may not be a condition in the future and at that time such would entail reversion to the previous category. In the opinion of the Forum, this would be an absurd outcome. The Forum thus holds that such a basis for perceiving less billing by the Respondent is simply faulty;

29. (57) The Forum also finds from bare perusal of the concluding para of the Audit observation (Annexure P15 / Annexure R1 in Hindi language), that the said observation by the Audit had clearly sought detailed inquiry into the matter, reasons for separate metering and action with regard to recovery of the Rs 19.84 lacs from the consumer. There is nothing on record which may show any Reply based upon statute from the side of the Respondent, which may have either validated the Audit Report / Observations or refuted it. On the Complaint No 1421/2/08/24 – 1422/202307/20 contrary there is acquiescence by way of raising the impugned monetary demand. The correctness and statutory validity of the Audit Report / Observation ought to have been got ascertained before its acceptance by the Respondent. In the Judgement passed on 19.11.2013 by the Hon'ble Punjab & Haryana High Court, referred to in paras supra, , wherein Judgement of Division bench of the Court in Mohar Singh Vs State of Punjab, 2001(1) PLJ 179 has also been referred to, it has clearly been observed by the Court that Audit objection is only an opinion and cannot by itself be justification for raising supplementary bill. Liability cannot be fastened on a party merely on the basis of audit note. This Forum is convinced that any Report or observation by an Audit is subject to its acceptance based upon its correctness and statutory validity and accordingly this Forum clearly holds the action of the Respondent to even consider the clubbing of two electricity connections existing under



*Ruphal*



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

separate Agreements, and consequently fastening a monetary demand upon the Complainant at the instance of an Audit observation (Annexure R1), as wrong and untenable;

- 30.** (58) From foregoing discussion, this Forum is convinced that apart from the ibid Sales Circular, the said impugned monetary demand (Annexure P14), was wrongly based upon the ibid Report / observation of Audit. This Forum has already held in paras supra that the Sales Circular (Annexure R2) had been given retrospective effect and had wrongly been made applicable to the Complainant. The Sales Circular could only entail prospective effect. Further, the Audit observation / Report (Annexure P15 / Annexure R1 in Hindi language) was in itself wrong to suggest monetary loss to the Respondent due to non-clubbing of loads of each electricity connection and further the action of Respondent was wrong to rely upon the same. Thus, the Forum holds that no monetary demand could have been fastened upon the Complainant and the action of the Respondent to do so is ab-initio wrong;
- 31.** (59) In view of foregoing, the Forum concludes and holds that the action of Respondent to raise impugned monetary demand dated 23.06.2001 for Rs 19,84,000/= upon the Complainant (Annexure P14), is bad in the eyes of law and otherwise also wrong and thus cannot sustain ab-initio. The impugned monetary demand (Annexure P14), is accordingly set aside;
- 32.** On aforesaid terms, the complaint is Allowed and is disposed accordingly. Parties are left to bear their own costs. Order is announced before the parties present today on 10.10.2023 at Shimla in open Forum.



*Rubhal*



### I-Analysis of the Complaint:

1. The case file bearing Complaint No. 1421/2/08/24 – 1422/202307/20 and orders passed on 10/10/2023 by the Consumer Grievance Redressal Forum at Kasumpti have been requisitioned and gone through.
2. The submissions made by both the parties have also been incorporated in this order so as to have composite view of the entire case.
3. The documents on record, arguments made by both the parties have also been gone through after listening at length.
4. The Acts, Supply Codes, Manual of Instructions Part-1 and relevant sales circular have been referred for the sake of clarity.
5. In view of the intricacy involved and apparent to the record, in order to arrive at judicious platform, the relevant extract of order dt.10.10.2023 of Consumer Grievance Redressal Forum at Kasumpti has been reproduced from para- **29 to 59** under the heading “**H- Consumer Grievance Redressal Forum Order**” for the sake of clarity and record.
6. M/s. Morepen Laboratories Ltd., have filed an Application, under provisions of Regulation 28(1)(C) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, for passing necessary orders or directions to the Respondents to make compliance of Order dt. 10/10/2023 passed in compliant No. 1421/2/08/24 – 1422/202307/20 by Consumer Grievance Redressal Forum at Kasumpti Shimla with further request to refer the case to Hon’ble Himachal Pradesh Electricity Regulatory Commission for initiating appropriate proceedings under section 142 of Electricity Act. 2003, in case of Non-compliance of the said order.
7. The Complainant contends that the demand of Rs.19,84,000/- was raised by the Respondent Board on dt. 23.06.2001, which was disputed by the present

*Ruphal*



Complainant/Representationist before the Board Level Consumer Redressal Committee of HPSEBL. Since the said committee failed to redress the dispute of the complainant within the requisite period, the Complainant herein filed a complaint before the Consumer Dispute Redressal Forum under Consumer Protection Act, 1986 and the same was dismissed on 09.05.2008 with directions to the complainant to seek remedy before competent court of law. It happened that the complainant/ representationist filed complaint before the Ld. FRGC.

8. The Complainant contends that the said complaint was decided by the then Ld. FRGC at Shimla on 06.01.2012 and thereby arrived at a conclusion that the demand raised in terms of notice dated 23.06.2001 for Rs.19,84,000/- would be shared by the Complainant and the HPSEBL in 50:50 ratio.
9. The Complainant further contends that they had filed CWP No. 9261 of 2012 and the HPSEBL also filed CWP No. 4912 of 2012 before the Hon'ble High Court of H.P. and in terms of order dated 11.11.2019, the Hon'ble High Court of H.P. set-aside the order dated 06.01.2012 of Ld. FRGC and remanded back the matter to the Ld. CGRF to decide the same afresh on the basis of pleadings which were already on record. Accordingly, Consumer Grievance Redressal Forum at Kasumpti heard the parties afresh and passed order dated 10.10.2023 in complaint No. 1421/2/08/24 – 1422/202307/20 by setting-aside the monetary demand raised on dated 23.06.2001 for Rs. 19,84,000/-.
10. The Complainant contends that an amount of Rs.9,92,000/- i.e 50% of the disputed amount of Rs. 19,84,000/- stands deposited with the Respondents which has not been refunded by the Respondent Board in spite of personal visits and repeated request in letter & spirit.
11. This authority also takes a note on Complainant's submissions that there is no representation filed by the complainant, in respect of the same







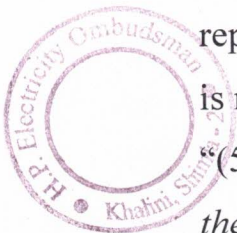
grievances, nor is pending in any proceedings before any Court or Tribunal or Arbitrator or any other authority.

**12.** The Complainant sought the following Relief which is also reproduced as under:

“The respondents may kindly be directed to make compliance of Order dated 10.10.2023 passed in complaint No. 1421/2/08/24 – 1422/202307/20 by Ld. C.G.R.F. by way of making refund of Rs. 9,92,000/- along with interest @ 15% per annum from the date of its deposit till the date of making refund of the same to the complainant/representationist and in case of default, the case may be referred to the Hon’ble H.P.E.R.C. for initiating appropriate proceedings under Section 142 of the Electricity Act 2003, in the interest of justice.”

**13.** Now let us start with the analysis on the contentions of Respondent Board wherein under para-1 of their reply, they have contended that the present representation is not maintainable in view of the fact that the demand raised by them is perfectly legal and valid in terms of the abridged conditions of the supply in as much as the matter directly and substantially in issue has already been decided by CGRF Kasumpti Shimla-9 whereas after referring the conclusive part of CGRF order dt. 10.10.2023, it is observed that the averments on this account are contrary to the spirit of order dt. 10.10.2023 of CGRF in complaint No. 1421/2/08/24 – 1422/202307/20 whereby the Ld. CGRF has set-aside the monetary demand raised by the Respondents on dated 23.06.2001 for Rs. 19,84,000/- after passing through a diligent process of adjudication. For legitimate justice this authority feels it necessary to reproduce the relevant part of the said order dt. 10.10.2023 of CGRF which is reiterated as under for the sake of clarity:

“(58) From foregoing discussion, this Forum is convinced that apart from the *ibid* Sales Circular, the said impugned monetary demand (Annexure



*Ruphal*



*P14), was wrongly based upon the ibid Report/observation of Audit. This Forum has already held in paras supra that the Sales Circular (Annexure R2) had been given retrospective effect and had wrongly been made applicable to the Complainant. The Sales Circular could only entail prospective effect. Further, the Audit observation/Report (Annexure P15/Annexure R1 in Hindi language) was in itself wrong to suggest monetary loss to the Respondent due to non-clubbing of loads of each electricity connection and further the action of Respondent was wrong to rely upon the same. Thus, the Forum holds that no monetary demand could have been fastened upon the Complainant and the action of the Respondent to do so is ab-initio wrong;*

*(59) In view of foregoing, the Forum concludes and holds that the action of Respondent to raise impugned monetary demand dated 23.06.2001 for Rs. 19,84,000/- upon the Complainant (Annexure P14), is bad in the eyes of law and otherwise also wrong and thus cannot sustain ab-initio. The impugned monetary demand (Annexure P14), is accordingly set aside;”*

**14.** Now let us examine the contentions of the Complainant submitted through Rejoinder under para-1 on maintainability which states that the contents of para No. 1 of the preliminary submission are wrong hence denied so far as it represents that the demand raised by the respondents is legal and valid. The Order dated 10.10.2023 passed by the Ld. C.G.R.F. for quashing and setting aside the demand notice dated 23.06.2001 for Rs. 19,84,000/- is well reasoned and speaking one and the same has to be implemented or complied with by the respondents in letter and spirit. The present representation for non-compliance of order dated 10.10.2023 is maintainable before this Ld. Authority.

**15.** After analyzing the above contentions under para-13&14 of both Respondent and Complainant read with relevant part of order dt. 10.10.2023



*Ruphal*



of CGRF as reproduced above under para-13, this authority draws consensus with firm opinion that the Respondent Board has over looked the provisions of Regulations 27 and 28(2)(c) of HPERC (CGRF and Ombudsman) Regulations, 2013 and neither complied to the said order dt. 10.10.2023 nor took remedy before competent court of law, construes violations of prevalent provisions. Hence, it is affirmed that the said Representation is maintainable under the ambit of provisions on non-compliance of the order dt. 10.10.2023 by the Respondent Board.

**16.** On scrutiny of the contentions on period of limitations, it is observed as under:

- a. Respondents contend that the Representation has not been filed within the statutory period of limitation i.e. one month from the date of passing of order dated 10.10.2023.
- b. On the other hand, the Complainant Submits that the present representation for non-compliance of Order dated 10.10.2023 is within the statutory period of limitation as the respondents have not till date complied with the aforesaid orders and are continuing to make contravention of the same which constitute contravention of the rules and regulations by the H.P.E.R.C. and consequently liable to be dealt with under Section 142 of the Electricity Act, 2003. The respondents have failed to make the requisite refund to the complainant/representationist alongwith interest accrued on Rs. 9,92,000/- as such, the present representation before this Ld. Authority.
- c. The Complainant also contends that they had approached the respondents and thereby requested the respondents herein to make compliance of order dated 10.10.2023 in letter and spirit and thereby to refund an amount of Rs. 9,92,000/- to the complainant/



*Ruppal*



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

representationist but despite repeated personal visits and requests the respondents herein had failed to refund the same.

17. On examining the above contentions in totality and in conjunction with the relevant part of CGRF order dt.10.10.2023, as reiterated under para-13 above, a clear understanding is built up that the said order was pronounced in the favour of Complainant and Respondents were given certain directions to comply with the instructions or violations may attract provisions.
18. On further analyzing the facts, this authority asserts that nothing has been placed on record which may construe that the Respondent Board instead of complying to the order dt.10.10.2023 of CGRF, had taken remedial measures before some other competent Court of Law nor they had refunded the requisite amount of Rs. 9,92,000/- in compliance to the said order and did not bother even to the repeated request of the Complainant as contended by the Complainant in his submissions, the relevant extract of which is also mentioned under para 16c above, resulted into unnecessary delay. Such an approach puts this authority under constraints to attract Regulation 36(2) of HPERC (CGRF and Ombudsman) Regulations, 2013 where the Ombudsman is guided with the principles of natural justice and concedes that the contentions of the Complainant in regards with the statutory period of limitations is just and legitimate and are sustained as contended.
19. Now let us proceed for analysis on another contention of Respondent Board which says that the demand raised is perfectly legal and valid in terms of the abridged conditions of the supply in as much as the matter directly and substantially in issue has already been decided by CGRF Kasumpti Shimla-9. However, it is observed as under:
- a. This contention appears to be the spindle of all above points considered for analysis and needs to be examined in depth in view of the fact that the validity of the demand raised depends upon the



*Ruppal*



prudent application of sales circular clause A (2) of 05/01 dt. 11/04/2001.

- b. Since, the point of validity has been presented in a very vague form by the Respondent without any background mentioned in the reply, behind the contention as such this authority thinks it proper to examine the prudence of detailed analysis done by CGRF in order dt.10/10/2023 and refer each and every part of averments in details, that stood adjudicated before CGRF as per case file requisitioned with a specific focus on the applicability of clause A (2) of 05/01 dt. 11/04/2001 of sales circular in question.
- c. However, very explicit conclusions on merit made by CGRF in the order dt. 10/10/2023 relevant to arrive at justice on validity of demand raised by the Respondent are again reproduced for reference as under:

***“(45) Both the electricity connections in the name of the Complainant, already stood released to the Complainant after duly executing Agreements much before the said Sales Circular was issued by the Respondent. Thus the Respondent’s reliance on clause (A) 2 of the Sales Circular in no way supports the case of the Respondent and the Forum holds this clause as clearly not applicable to the Complainant;***

***(46) that any attempt to make any clause of the Sales Circular applicable for already existing connections without consent of the Complainant would without doubt imply giving retrospective effect to the Sales Circular;***

***(48) the Respondent was at liberty to insist for a Supplementary Agreement or for an Agreement for***



*Ruppal*



*extension of load to the existing electricity connection which was clearly not done.*

*(51) The fact remains that separate Agreements for supply of electricity were executed in different times and the parties are bound by these. Thus, under the given facts and circumstances of the matter the Forum holds that these electricity connections were separate, already existing at the time of issuance of the Sales Circular dated 11/04/2001 (Annexure R2) and could not have been clubbed other than under the due process of law or on mutual Agreement between parties on request by the Complainant;*

*(53) Further on proposition of law, it is settled that all laws are prospective, subject to enactment of an express provision or intendment to the contrary. Effect to a statute or an Order can be given from the date of the Order ie prospectively and not from an anterior date i.e retrospectively;*

*(55) Therefore, this Forum concludes and holds that the Sales Circular dated 11/04/2001 (Annexure R2) in toto, was clearly not applicable to the Complainant at the time the monetary demand was raised. Thus, the action of the Respondent of fastening a monetary demand upon the Complainant by clubbing the two electricity connections of the Complainant existing under separate Agreements by wrongly interpreting the Sales Circular dated 11/04/2001 (Annexure R2) clearly does not sustain in the eyes of the law;*



*Ruphal*



(57) *that Audit objection is only an opinion and cannot by itself be justification for raising supplementary bill.*

(58) *The Sales Circular could only entail prospective effect.*

(59) *In view of foregoing, the Forum concludes and holds that the action of Respondent to raise impugned monetary demand dated 23.06.2001 for Rs 19,84,000/= upon the Complainant (Annexure P14), is bad in the eyes of law and otherwise also wrong and thus cannot sustain ab-initio. The impugned monetary demand (Annexure P14), is accordingly set aside;"*

- d. Within the ambit of above averments and conclusions, the detailed analysis and findings have been taken up in Issue-3 under the heading **K-Findings on the Issues**, which is sufficient to arrive at consensus.

**J- Issues in Hand:**

**Issue No.1:**

Whether the instant Complaint is maintainable?

**Issue No.2:**

Whether the Complaint is within the statutory period of limitations?

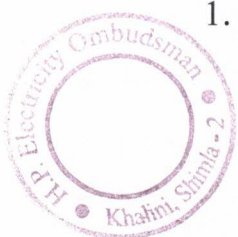
**Issue No.3:**

Whether the demand raised by the Respondents is legal and valid?

**K-Findings on the Issues:**

**Issue No.1:**

1. It is observed that the averments of the Respondent Board on this issue are contrary to the spirit of the order dt. 10.10.2023 of CGRF in complaint No. 1421/2/08/24 – 1422/202307/20 whereby the Ld. CGRF has set-aside the monetary demand raised by the Respondents on dated 23.06.2001 for Rs.



*Ruphal*



19,84,000/- after passing through a cautious process of adjudication. The part of the order relevant in the instant case stands reproduced under **para-13** of the analysis part, hence not reproduced here for the sake of brevity.

2. After referring to the contentions of both the parties at length, rejoinder by the Complainant, arguments and relevant part of order dt. 10.10.2023 of CGRF, a very unambiguous conclusion with considered opinion is drawn that the Respondents have over looked the provisions of Regulations 27 and 28(2)(c) of HPERC (CGRF and Ombudsman) Regulations, 2013 and neither complied to the said order dt. 10.10.2023 nor took remedy before competent court of law, construes violations of prevalent provisions. Hence, the findings of this authority on the issue of maintainability paves its way to the judicious platform that holds the said Representation is maintainable.

This closes the findings on issue No.-1

**Issue No.2:**

1. After resorting to detailed analysis on these contentions, it is asserted as under:
  - a. that the said order dt. 10/10/2023 was pronounced by the Ld. CGRF in the favour of Complainant and Respondents were given certain directions to comply with which were surpassed by the Respondents.
  - b. that during the process of adjudication or otherwise nothing had been placed on record which may interpret that the Respondent Board instead of complying to the order dt.10.10.2023 of CGRF, had taken any remedial measures before some other competent Court of Law nor they had refunded the requisite amount of Rs. 9,92,000/- in compliance to the said order of CGRF and did not pay any heed even to the repeated request of the Complainant time and again as contended by the Complainant in his submissions.



*Ruphal*





2. This authority in due cognizance to the detailed analysis conceives that keeping silent on the order dt.10.10.2023 of CGRF by the Respondents which was categorically pronounced in the favour of Complainant , attracts Regulation 36(2) of HPERC (CGRF and Ombudsman) Regulations, 2013 where the Ombudsman is guided with the principle of natural law of justice and supports that the contentions of the Complainant in regards with the statutory period of limitations is just and legitimate and is sustained as contented.

This closes the findings on issue No.-2

**Issue No.3:**

1. While digging averments as placed on record by the Respondent Board through reply to the Representation under adjudication, it is observed that Respondent Board has contended that the demand raised is perfectly legal and valid in terms of the abridged conditions of the supply in as much as the matter directly and substantially in issue has already been decided by CGRF Kasumpti Shimla-9. Whereas the scrutiny of the record reveals that the averments so made are in vague and are contrary to the judgement dt. 10/10/2023 of CGRF Kasumpti wherein the relevant part of order speaks against the contentions of Respondents. The relevant extract and explicit conclusions of the order may be referred to in **para – 13 & 19 (c)** under heading “**I-Analysis of the Complaint**” and hence not recapped for the sake of brevity.
2. On detailed delving of Order dt. 10/10/2023 of CGRF it has been gathered that CGRF has diligently analysed the legitimate application of sales circular in the instant case where two connections were released separately in year 1989 & 1992 respectively with due allotment of Consumer IDs to each connection, followed by separate agreements at that point of time with



*Ruphal*



no such condition of realigning of the agreements as well as no such binding for execution of Supplementary agreement at any later stage in future. This authority agrees with the comprehensive analysis of CGRF on non-applicability of sales circular retrospectively in the absence of no consent by the Applicant for clubbing of loads as well as no intention of the Complainant for availing new connections. For further details, the order dt.10/10/2023 of CGRF may be referred to as appears under the heading **“H- Consumer Grievance Redressal Forum Order”** above and be considered as part and parcel of the findings as well as analysis of this order.

3. Prima facia to the detailed examination done by CGRF, it has been noticed, the Respondent’s reliance on clause A (2) OF 05/01 dt. 11/04/2001 of sales circular which is also reproduced as under for microscopic findings to facilitate justice with affirm views:

*“Whenever an existing consumer applies for new connection in the same premises (Independent construction/unit having separate identity) in his name it should not be allowed and the consumer should be asked to apply for extension in existing load. Whenever, a new connection is applied by the same consumer in the new premises by carving out from the existing one or by purchasing adjoining land/premises, it should be treated as extension in load.”*

4. It is mirror clear from the above clause A (2) OF 05/01 dt. 11/04/2001 of sales circular, that the Respondent has misconceived the true spirit of the said circular and in terms of analysis made by CGRF which is quite legitimate when read with above clause & affirms that in consonance with the above provisions, the contentions of the Respondents on validity of the demand raised does not qualify its pace.



*Ruphal*



5. It is also observed that the Respondents have neither complied/implemented the order dt.10/10/2023 of CGRF in terms of Regulations 27 and 28(2)(c) of HPERC (CGRF and Ombudsman) Regulations, 2013 and nor took remedy before competent court of law, construes noncompliance/non-implementation & violations of prevalent provisions.
6. In view of above findings on Issue-3, this authority holds with considered opinion that the contentions of the Respondent Board on validity of demand raised do not sustain on account of misconception on application of said clause of sales circular dt.11/04/2001, hence, the demand so raised does not maintain its validity/ viability as contented, which also stands set aside by the Ld. CGRF in last para-59 of its order dt.10/10/2023.

This closes the findings on Issue-3

Hence, in terms of above findings, the instant Complaint is allowed.

**L-Order:**

1. The order passed by the Consumer Grievance Redressal Forum (CGRF) at Kasumpti Shimla on dated 10/10/2023 in Complaint No. 1421/2/08/24 – 1422/202307/20 is upheld.
2. The Respondent Board is directed to implement above order dt. 10/10/2023 of CGRF in letter & spirit without

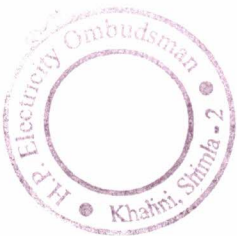


*Ruphal*



any further delay & breach of embargo and refund the requisite amount of Rs.9,92,000/- in compliance to above order along with applicable interest in terms of prevalent provisions so as to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for appropriate action by the Commission under the provisions of the Electricity Act, 2003 and onus on individuals.

3. Under the powers drawn from the provisions of Regulation 37 (3)(d) (e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, the Respondent Board is directed to impart instructions to all concerned to keep awareness for immediate implementation of legitimate orders before the expiry of time limitations to avoid litigations and violations/onus on individual thereof.
4. The Respondent Board is at liberty to adjust the above amount in ensuing bills of the Complainant.
5. No cost to litigation.
6. The order is also placed at site for the convenience of reference.



*Ruppal*



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

7. The Complaint filed by M/s. Morepen Laboratories Ltd.,  
with its works/ office at village and P.o. Masulkhana,  
Tehsil Kasauli, Distt. Solan, H.P. is hereby disposed of.

Given under my hand and seal of this office.

Date:- 20/06/2024

Shimla

*Surpal*  
20/06/2024

Electricity Ombudsman

