



In the matter of:

Complaint No. 02/2024

M/s. Sarsa Stone Crusher, Village Bersan, P.O. Manjholi, Tehsil Nalagarh,
Distt. Solan H.P.174101

– Complainant

Vs

1. Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004
2. The Sr. Executive Engineer, Electrical Division, HPSEBL, Nalagarh. 174101
3. The Assistant Engineer, Elect. Sub-Divn.-1, HPSEBL Nalagarh, Distt. Solan. 174101

- Respondents

Complaint No. 02/2024 (Registered on 06/05/2024)
(Orders reserved on 30/07/2024, Issued on 01/08/2024)

Counsels for:

The Complainant:

Sh. O.C. Sharma, Advocate

The Respondents:

Sh. Kamlesh Sakhani, Under Sectt.(Law)

Sh. Rajesh Kashyap, Advocate

Er. C.R. Verma, AE, ESD No.1 HPSEBL, Nalagarh

CORAM

Er. Deepak Uppal

HP Electricity Ombudsman

Order

1. The case was registered on 06/05/2024 and was listed for admission hearing on dated 13/05/2024.
2. The matter was heard and admitted after listening counsels for both the parties. The Respondent Board was directed to



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submit reply within two weeks' time positively by 31/05/2024 and rejoinder if any, may be submitted by the Complainant within one week thereafter the submission of the reply by the Respondent Board. The case was listed for hearing on dated 11/06/2024.

3. The matter was heard on 11/06/2024. The Respondent Board could not submit reply within two weeks' time positively as directed vide office order dated 13/05/2024 and further on prayer of counsel for Respondents, another weeks' time was granted for submission of reply as a last opportunity and rejoinder if any, by the Complainant within another weeks' time thereafter. The case was listed for hearing on dated 25/06/2024.
4. The matter was heard on 25/06/2024. The counsel for Respondents along with concerned Assistant Engineers appeared in the Court room. The Respondents submitted reply in compliance to order dated 11/06/2024.
5. The matter was fixed for arguments on 22/07/2024 subject to the submission of above documents. The concerned Assistant Engineer was also directed to appear on 22/07/2024 along with the relevant record to avoid any misconception during the course of deliberations /arguments.
6. Due to unavoidable circumstances, the matter was adjourned to 30/07/2024 and was fixed for final arguments subject to the submission of documents if any.



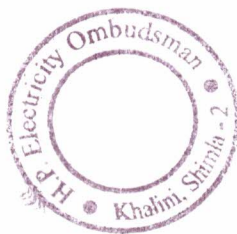
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7. The matter was heard on 30.07.2024. The counsel for Complainant submitted the Rejoinder in the court room and thereafter the final arguments were conducted. The Ld. Counsels for both the parties advanced their arguments and after hearing both the parties, the arguments were concluded and order reserved.

A-Brief Facts Of The Case:

M/s. Sarsa Stone Crusher., 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, received & registered on 06/05/2024, for passing necessary orders or directions to the Respondents to make compliance of Order dt. 21/11/2023 passed in compliant No. 1431/2/23/15 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. As per record copy of the Complaint had also been sent by post on 06/05/2024 by the Complainant to the Respondents. Further detailed facts are cited under para-1 to 9 below in Complainant's submission, hence for the sake brevity, the same have not been repeated again.



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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 under Regulations 16, 17 and 18 of HPERC (CGRF and Ombudsman) Regulation, 2013 was filed by the complainant/representations before the Ld. CGRF at Shimla for laying challenge to the demand notice date 23.03.2023 for Rs. 5,13,216/- on account of short assessment for the period August 2014 to November, 2017 issued by the respondents. The Ld. C.G.R.F. heard the parties to the lis and passed Order dated 21.11.2023 in complaint No. 1431/2/23/15 for setting aside the demand raised through notice dated 23.03.2023 for Rs. 5,13,216/-. The conclusion /observation part of the Order dated 21.11.2023 consist in paras 48 and 49 which are reproduced as hereunder:

“48. In view of foregoing, the Forum holds and concludes on facts that the Complainant's contract demand always conformed to the contract demand conditions of applicability for the Medium Industrial Supply category as provided in the Tariff Orders passed by the Ld. HPERC, even



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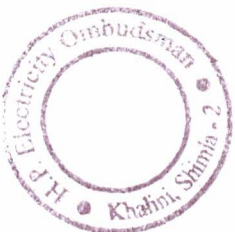


for the period from August 2014 to November 2017, either by way of original Agreement (Annexure C1) or by way of revised A&A (Annexure C7/Annexure C6) executed in February 2018 or by way of its request dated 29.08.2014 (Annexure C5) and automatically fulfills the contract demand condition of applicability for the Medium Industrial Supply category (MS/SMS/MIP) specified in the Tariff Orders passed by the Ld. HPERC. To interpret and apply statute otherwise by overreaching on statute or to create a technical reason to justify a bad act, would clearly amount to putting the Complainant through hardship. The Forum holds that the Respondent has wrongly applied the statute in the context of the complainant and thus the monetary demand raised on 23.03.2023 (Annexure C2) for Rs. 5,13,216/- clearly cannot sustain and is set-aside;

49. The respondent is directed to adjust in the future bill(s) any amount that may have been deposited by the Complainant and received by the respondent pursuant to Interim Order passed by the Forum on 09.05.2023.”

The copy of Order dated 21.11.2023 passed in complaint No. 1431/2/23/15 is annexed herewith as **Annexure P-1**.

2. The Complainant submits that the complainant herein has deposited an amount of Rs. 1,71,072/- i.e. 1/3rd of disputed

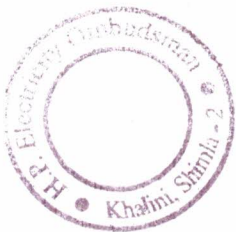


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amount in compliance of Order dated 09.05.2023 with the respondents on 18.05.2023.

3. The Complainant submits that the complainant/representationist herein approached the respondents and thereby requested the respondents herein to make compliance of order dated 21.11.2023 in letter and spirit and thereby to refund an amount of Rs. 1,71,072/- to the complainant/representationist but despite repeated personal visits and requests the respondents herein had failed to refund the same.
4. The Complainant submits that the respondents ought to have complied with the order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by the Ld. C.G.R.F. within 21 days after the passing of order dated 21.11.2023 in letter and spirit in terms provisions contained in Regulations 27 of HPERC (CGRF and Ombudsman) Regulations, 2013 and the provisions of HP Electricity Supply Code, 2009. The amended provisions of HP Electricity Supply Code 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. 1,71,072/- which has been deposited by the complainant with the respondents towards disputed amount i.e. Rs. 5,13,216/-, 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



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the order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by not making refund of Rs. 1,71,072/- along with interest @ 15% till date. It is also submitted that the respondents have also failed to adjust the aforesaid amount in monthly energy bills which were raised subsequent to passing of the said Order. 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.

5. The Complainant submits that the respondents have willfully, deliberately and intentionally disobeyed the order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by Ld. C.G.R.F. and are continuing to do so.
6. The Complainant submits 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.
7. The Complainant submits that no representation was earlier made in respect of the present grievances before this Hon'ble Authority.
8. The Complainant submits that the present representation for non-compliance of Order dated 21.11.2023 is within the statutory period of limitation as the respondents have not till date complied with the aforesaid orders and are continuing to



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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. 1,71,072/- as such, the present representation before this Ld. Authority.

9. The Complainant prays following Nature of Relief:

The respondents may kindly be directed to make compliance of Order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by Ld. C.G.R.F. by way of making refund of Rs. 1,71,072/- 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:

1. The Respondent submits that the contents of the para No 1 of the representation is matter of record.
2. The Respondent submits that the contents of the para No 2 of the representation is matter of record.

The Respondent submits that the contents of the para no 3 of the representation in so far as they pertain the matter of record are not

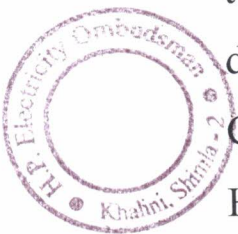


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denied rest of the averments which are contrary to the record are wrong and incorrect hence denied. It is submitted that as per the Regulation 28 of the HPERC (CGRF and Ombudsman) Regulations, 2013, there is no provision for any appeal/representation against the order passed by the Id Electricity Ombudsman before this Id Authority, however, this is without prejudice to the right of the distribution licensee to seek appropriate remedy against that order before the appropriate bodies. It is submitted with the utmost respect that the order dated 21-11-2023 passed by the Id CGRF in Complaint No 1431/2/23/15, being erroneous one, the respondents have decided to assail the same before the Hon'ble High Court of HP under Article 226 of the Constitution of India, by way of filing a Civil Writ Petition. It is submitted that since the order has not attained its finality as such the implementation of that order cannot not effected. It is submitted that respondents will produce the proof of filing of the writ petition against the order of the Id CGRF very shortly and thus, the contention of the complainant that the matter be referred to the Hon'ble Commission under section 142 of the Electricity Act, 2003, may be rejected.

4. That the contents of para no 4 of the complaint insofar they pertain to the statutory provisions are not denied, rest of the para are denied. As submitted in para supra, since the order passed by the Id CGRF is being challenged by the respondents, before the Hon'ble High Court, as such the provision of the section 142 of the



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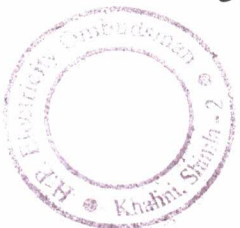


Electricity Act, 2003 are not attracted, and the Id Ombudsman may not send the case before the Id HPERC.

5. The Respondent submits that the contents of the para No 5 are wrong and incorrect hence denied.
6. The Respondent submits that the contents of para no 6 are matter of record.
7. The Respondent submits that the contents of para no 7 are matter of record.
8. The Respondent in reply to this para submits that since the order passed by Id CGRF is being challenged before the Hon'ble High Court by way of filing a writ petition, as such the contention of the complainant in this para are totally wrong and incorrect denied.
9. The Respondent submits that keeping in view the facts and circumstances narrated herein above, the representation filed by the complainant under Regulation 28 (1)(c) of the HPERC (CGRF and Ombudsman) Regulations, 2013 may be dismissed.

D- The Complainant's Additional Submissions through Rejoinder:

- 1 to 2 The Complainant Submits that the contents of para No. 1 and 2 of the reply do not call for Rejoinder.
3. The Complainant Submits that the contents of Para-3 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para3 of the representation. Rest of the averments made in the para are misconceived, hence vehemently denied. The



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contents of corresponding para3 of the representation are reasserted and reiterated here. The Complainant further Submits that the complainant herein is not in the knowledge of filing any Civil Writ petition before the Hon'ble High Court of H.P. laying challenge to the order dt. 21.11.2023.

4. The Complainant Submits that the contents of para-4 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para-4 of the representation. Rest of the averments made in the para are misconceived, hence vehemently denied. The contents of corresponding para-4 of the representation are reasserted and reiterated here.
5. The Complainant Submits that the contents of para-5 of the reply are misconceived hence vehemently denied and the contents of corresponding para5 of the representation are reasserted and reiterated here.
6. & 7 The Complainant Submits that the contents of para-6 and 7 of the reply do not call for rejoinder.
8. The Complainant Submits that the contents of para-8 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para-8 of the representation. Rest of the averments made in the para are misconceived, hence vehemently denied. The contents of corresponding para-8 of the representation are reasserted and reiterated here. The Complainant further submits that the complainant herein is not in the knowledge of filing any Civil Writ petition before the Hon'ble High Court of H.P. laying challenge to the Order dt.21.11.2023.
9. The Complainant Submits that it is, therefore, most respectfully prayed that the present representation filed by the complainant



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may kindly be allowed and the reliefs prayed for therein may kindly be granted, in the interest of justice.

E- The Complainant's written Arguments:

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

F- The Respondent's written Arguments:

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

G- The Arguments of both during proceedings:

The counsel for complainant reiterated the contents of representation with stress on non-compliance of order dt. 21.11.2023 of Consumer Grievance Redressal Forum at Kasumpti by the respondents and also added that till date there is nothing in the knowledge of complainant which may draw that the Civil Writ petition stands filed before the Hon'ble High Court. On the other hand, the counsel for respondents added that they are under process of filing and the same is lying with Registry of Hon'ble High Court. The arguments were concluded and order reserved.

H- Consumer Grievance Redressal Forum Order No.

BRIEF FACTS OF CASE-

1. (1) Complaint is filed under Regulations 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s Sarsa Stone Crusher, Village Bersan, Tehsil Nalagarh, PO Manjholi, District Solan (HP);
2. (2) Complainant is presently a Medium Industrial Power Supply (MIPS) Consumer of Respondent HPSEBL, bearing K No 1125111328, with contract demand of 98 kVA and availing



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electricity supply at 11 kV and Respondent Himachal Pradesh State Electricity Board Ltd (or the HPSEBL) is the distribution licensee;

3. (3) In the year 2002, on 11.01.2002, the Complainant was given electricity supply connection with connected load as 98 kW and contract demand as 108 kVA under the Medium Industrial (MS) category after executing Agreement (A&A) (Annexure C1) with the Respondent;
4. (4) After the passing of Tariff Order on 12.06.2014 by the Ld HP Electricity Regulatory Commission (or the HPERC) for financial year FY 2015, which was made effective from 01.08.2014, Complainant consumer wrote a request letter dated 29.08.2014 (Annexure C5) to Respondent for reducing its contract demand from 108 kVA to 98 kVA and for continuing its connection under Medium Industrial Supply category of Tariff;
5. (5) In the year 2018, i.e on 02.02.2018, on execution of Agreement (A&A) (Annexure C7), the Complainant permanently revised its contract demand from the said 108 kVA to 98 kVA with connected load remaining unchanged at 98 kW and thus continued under the Medium Industrial Supply (MIP) category. This was done pursuant to Respondent's Office Order dated 02.02.2018 (Annexure C6) and after payment of processing fees of Rs 250/= vide receipt No 2264430 dated 02.02.2018;
6. (6) During all the period prior to 02.02.2018 and after, the Complainant was continued to be billed by the respondent under the Medium Industrial Supply category of Tariff (Annexure C8 colly);
7. (7) At the behest of Audit conducted in the year 2022-2023 and on grounds of provisions of Tariff Order dated 12.06.2014 for FY 2015, the Respondent raised an arrear of demand vide its letter dated 23.03.2023 (Annexure C2), for the short assessment of Rs 5,13,216/= done for the period August 2014 to November 2017 by



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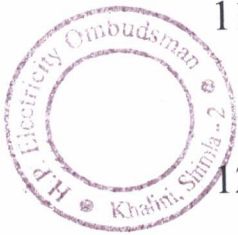


mentioning the grounds as “....less demand charges according tariff....” ;

8. (8) Being aggrieved by the ibid monetary Demand, the Complainant has impugned the Demand Notice raised vide its letter dated 23.03.2023 (Annexure C2), for the short assessment of Rs 5,13,216/= done for the period August 2014 to November 2017 and has accordingly preferred the instant complaint.

COMPLAINANT-

9. (9) The Complainant is aggrieved by the afore mentioned act of the Respondent to raise the ibid Demand Notice dated 23.03.2023 (Annexure C2), such act as per the Complainant being unjustified arbitrary, unfair, unsustainable and against the conditions of supply and Application and Agreement executed in the year 2002 between parties under the category Medium Supply (MS). The Complainant has contended that the Audit party and the Respondent cannot unilaterally alter or change the category of Medium Supply contracted in the A&A form executed between the parties unless a specific A&A form is executed between parties and this specific Agreement for LIPS category does not exist. Thus the alleged short recovery is against basic spirit of the contract and the Tariff Order;
10. (10) The Complainant has submitted on record that after the introduction of Tariff Order for FY 2015, effective 01.08.2014, complainant consumer wrote request letter dated 29.08.2014 (Annexure C5) to Respondent reducing therein the contract demand from 108 kVA to 98 kVA and for future billing on the basis of 98 kVA contract demand under Medium Supply category;
11. (11) That in the year 2018, it submitted a fresh A&A (Annexure C7) for revision of contract demand from 108 kVA to 98 kVA in order to continue under the MS / MIPS category;
12. (12) That after the introduction of Tariff Order for FY 2015, the Complainant was billed for demand charges as are applicable



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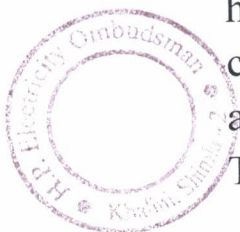


to MS/MIPS category and the respondent considered the MS / MIPS category for all intents and purposes after the introduction of Tariff Order for FY 2015 and thus the respondent is now estopped from altering the consumer category now;;

13. (13) That the operation and functioning of stone crusher has been kept under suspension after the year 2011 by the District Mining Officer Solan as the mining activities stand banned in State and that the Complainant has not made drawl of demand since the year 2011 as is evident from Annexure C8 and also that the drawl of demand for the period 08/2014 to 11/17 remained below 10 kVA;
14. (14) The Complainant has sought relief in terms of declaring the demand of Rs 5,13,216/= raised vide demand notice dated 23.03.2023 for the period 08/14 to 11/17 as being wrong, unjustified arbitrary and against conditions of supply and A&A form executed by it with the licensee under the category MS/MIPS.

RESPONDENT-

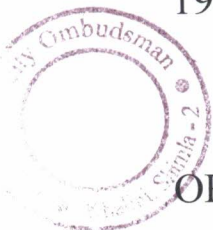
15. (15) On the other hand, the Respondent has submitted on record that in the year 2014 the HPERC had introduced category of consumer based upon contract demand in place of connected load. The contract demand of the Complainant at that time was 108 kVA and therefore as per mandate of the Tariff Order the Complainant fell into the Large Industrial Power Supply (LIPS) consumer category. As such the tariff for the period 2014 to 2017 was required to be levied in terms of that category. This tariff not having been levied at that time, was pointed by the Audit and consequently impugned demand notice dated 23.03.2023 for short assessment during that period, was served upon the Complainant. Thus the impugned demand notice is just and legal;



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16. (16) The bona-fide mistake was detected during course of audit in the year 2022-23 and consequently the Complainant's account was over hauled for that period and impugned demand raised upon the Complainant on 23.03.2023. The Complainant is well within its rights to recover electricity dues for the past period under section 56 of the Electricity Act, 2003. The issue of recovery of past period short assessment is not res-integra. The Hon'ble Apex Court in Para 21 of judgement passed in October, 2019 in Civil Appeal No 7235 of 2019 titled M/s Prem Cottex Vs Uttar Haryana Bijli Vitaran Nigam Limited and in catena of judgements has held that the distribution licensee is entitled to recover short assessment which is detected at a later time and raise additional or supplementary demand.
17. (17) The Respondent has further submitted that the contention of the Complainant that no agreement has been executed between parties qua the change of tariff category is wrong and baseless. The Tariff Order passed by the Hon'ble HPERC is statutory in nature having been passed after due process and the parties are bound by it and thus there is no necessity to enter into Agreement to give effect to Tariff Order. This Tariff Order is passed by the Hon'ble HPERC in accordance with section 62 of the Electricity Act which was in public domain.
18. (18) The Respondent has further submitted that the Complainant cannot make submission that the stone crusher was kept under suspension since 2011 by the District Mining Officer Solan. The Complainant and Respondent are bound to adhere to the Tariff Order passed by the Hon'ble HPERC from 2014
19. (19) The Respondent has prayed for dismissal of the complaint and for directions to the Complainant to pay the demand.

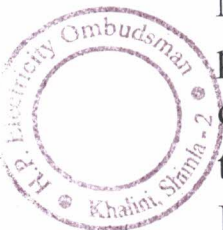


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20. (20) This Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed and notified by the HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, HP Electricity Supply Code, 2009 and amendments thereto, Tariff Orders passed by the Ld 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;
21. (21) At the outset, the Forum does not find any merit in the contention of the Complainant that the operation and functioning of stone crusher has been kept under suspension after the year 2011 by the District Mining Officer Solan as the mining activities stand banned in State and that the Complainant has not made drawl of demand since the year 2011. The Forum finds this to be argumentative and not within the jurisdiction of this Forum to decide and proceeds to determine the complaint on other contentions raised by the Complainant-
22. (22) In the instant matter, the Forum from record observes that an Agreement for Supply was originally executed between the Complainant and the Respondent under the Medium Industrial (MS) consumer category for 98 kW connected load and 108 kVA contract demand;
23. (23) The Forum from record further observes that the impugned change in consumer category of Complainant from Medium Industrial category to Large Industrial category for the period August 2014 to November 2017 resulting in consequent demand Notice (Annexure C2), was done by the Respondent at that behest of Audit conducted in the year 2022-2023. The Respondent has submitted on record that this was due to change in



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provisions of tariff applicability from connected load (kW) based to contract demand (kVA) based, vide the Tariff Order passed by the Ld HP Electricity Regulatory Commission (or the HPERC) on 12.06.2014 for the financial year FY 2015 and also later vis-à-vis previous Tariff Order passed on 27.04.2013 for the financial year FY 2014;

24. (24) Forum from record also observes that prior to ibid Tariff Order dated 12.06.2014 (effective 01.08.2014), the Complainant at all the times, in accordance with the provisions of the prevailing Tariff Orders with regard to connected load (in kW) or contract demand (in kVA), already fell in the Medium Industrial Supply category as its connected load was 98 kW despite the contract demand being 108 kVA;
25. (25) Before the Forum proceeds in the matter, the Forum feels it necessary to briefly delve into the Tariff Orders passed by the Ld HPERC and the relevant provisions therein –
26. (26) The Forum from perusal of the Electricity Act, 2003, observes that the HP Electricity Regulatory Commission (or the HPERC) is vested with powers under section 62 / 64 of the Act to determine tariffs and pass Tariff Orders. This is done in accordance with the Tariff Regulations framed under section 61 of the Act.
27. (27) Forum finds that on 12.06.2014, the Ld HPERC passed Tariff Order for FY 2015, which was to be effective from 01.08.2014. For the period 01.04.2014 to 31.07.2014, the Tariff Order for FY 2014 passed by the Ld HPERC on 27.04.2013, was made applicable vide the said Tariff Order dated 12.06.2014;
28. (28) On perusal of the Tariff Order dated 27.04.2013 for FY 2014 Forum finds that it provided for Small and Medium Industrial Power Supply (SMS) consumer category with its applicability to consumers not exceeding connected load of 100 kW. It further provided for Large Industrial Power Supply (LIPS) category with



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its applicability to consumers exceeding connected load of 100 kW respectively. The applicability as provided in the said Tariff Order for Medium Industrial Power Supply (MIPS) and for Large Industrial Power Supply (LIPS) which are based on the condition of connected load (in kW), are reproduced hereinafter for convenience –

Quote

SCHEDULE - SMALL AND MEDIUM INDUSTRIAL POWER SUPPLY (SMS)

1. Applicability

This schedule is applicable to Industrial consumers with connected load not exceeding 100 kW including pumps (other than irrigation pumping), tokas, poultry farms and sheds, cane crushers, Atta Chakkis, and also for supply to Information Technology Industry (limited only to IT Parks recognised by the State/Central Government). Industrial type of Agricultural loads with connected load falling in the abovementioned range and not covered by Schedule "WIPS" shall also be charged under this schedule.

SCHEDULE - LARGE INDUSTRIAL POWER SUPPLY (LIPS)

1. Applicability

This schedule is applicable to all other industrial power consumers with connected load exceeding 100 kW including the Information Technology industry (limited only to IT parks recognized by the State/Central Govt.) and not covered by schedule "WIPS".

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29. (29) However, the Tariff Order dated 12.06.2014 for FY 2015 provided for Medium Industrial Power Supply (MIP) consumer category with its applicability to consumers not exceeding 100 kVA. It further provided for Large Industrial Power Supply (LIPS) category with its applicability to consumers exceeding 100 kVA. The applicability as provided in the said Tariff Order for Medium Industrial Power Supply (MIP) and for



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Large Industrial Power Supply (LIPS) which are based on the condition of contract demand (in kVA), are reproduced hereinafter for convenience –

Quote

SCHEDULE - MEDIUM INDUSTRIAL POWER SUPPLY (MIP)

1. Applicability

This schedule is applicable to Industrial consumers with contract demand above

50 kVA but not exceeding 100 kVA including pumps (other than irrigation pumping), tokas, poultry farms and sheds, cane crushers, Atta Chakkis, and also for supply to Information Technology Industry (limited only to IT Parks recognised by the State/Central Government). Industrial type of Agricultural loads with connected load falling in the abovementioned range and not covered by Schedule "IDWPS" shall also be charged under this schedule.

SCHEDULE - LARGE INDUSTRIAL POWER SUPPLY (LIPS)

1. Applicability

This schedule is applicable to all other industrial power consumers with contract demand exceeding 100 kVA including the Information Technology industry (limited only to IT parks recognized by the State/Central Govt.) and not covered by schedule "IDWPS".

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30. (30) As is apparent from the above provisions of the Tariff Order dated 12.06.2014 for FY2015 reproduced in paras supra, the applicability of criteria for consumer categories was changed or modified to be based upon contract demand (in kVA) instead of connected load (in kW) from the provisions based upon connected load (in kW) in previous Tariff Order dated 27.04.2013 for FY2014 and earlier;

31. (31) From perusal of the ibid modification / change in the provisions of ibid Tariff Orders passed by the Ld HPERC, it thus



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becomes clear to the Forum that this is the reason which resulted in Complainant consumer automatically being re-categorized by the Respondent at the behest of Audit, from Medium Industrial Power Supply (MS/ MIPS) to Large Industry (LIPS) for the past period i.e from August 2014 to November 2017 and consequently the Respondent raising the impugned monetary demand of Rs 5,13,216/= vide Demand Notice dated 23.03.2023 (Annexure C2) for the said period;

32. (32) Forum also observes from record that on 29.08.2014 (Annexure C5) the Complainant submitted request for reduction in contract demand from 108 kVA to 98 kVA. This fact has not been specifically denied or disputed by the Respondent;
33. (33) Forum also observes for record that in February 2018, on execution of Agreement (A&A) (Annexure C7), the contract demand of the Complainant was permanently revised from the said 108 kVA to 98 kVA with connected load remaining unchanged at 98 kW and thus the Complainant continued under the Medium Industrial Supply (MIP) category. This was done pursuant to Respondent's Office Order dated 02.02.2018 (Annexure C6) and after payment of processing fees of Rs 250/= vide receipt No 2264430 dated 02.02.2018. This fact has also not been specifically denied or disputed by the Respondent;
34. (34) Now coming to the complaint, Forum finds that the Complainant has primarily based its submissions on arguments that the Respondent cannot unilaterally modify the conditions of original Supply Agreement executed in the year 2002 and thus the alleged short recovery is against basic spirit of the contract and against conditions of supply and A&A form executed by it with the licensee under the category MS/MIPS;
35. (35) On the other hand, Forum finds that the Respondent has supported its act as one being based upon the mandate of the Tariff Order passed by the Ld HPERC wherein the Complainant fell into



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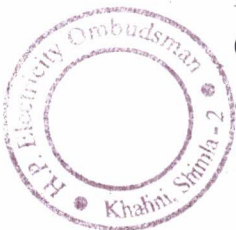
the Large Industrial Power Supply (LIPS) consumer category for the period 2014 to 2017 and that it is within the Respondent's rights to raise past period short assessment as has been held in judgement passed by the Hon'ble Apex Court in October, 2019 in Civil Appeal No 7235 of 2019 titled M/s Prem Cottex Vs Uttar Haryana Bijli Vitaran Nigam Limited and in catena of judgements. The Respondent during the final hearing stage had also brought into the notice of the Forum, a judgement passed by the Hon'ble Apex Court on 15.03.2010 in Civil Appeal 3902 of 2006 titled PTC India Ltd. Vs Central Electricity Regulatory Commission, which had further relied upon other judgements of the Apex Court as well and where in para 59 (ii) it has been held that –

Quote

(ii) A regulation under Section 178, as a part of regulatory framework, intervenes and even overrides the existing contracts between the regulated entities inasmuch as it casts a statutory obligation on the regulated entities to align their existing and future contracts with the said regulations.

Un-Quote

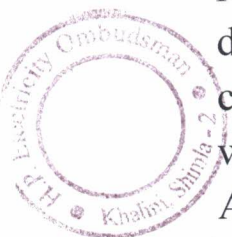
36. (36) From the above stated proposition of law it becomes clear that the Respondent distribution licensee being a regulated entity under the regulatory framework is cast with statutory obligation to align their existing contracts with the statute. Here the Tariff Orders were passed by the Ld HPERC in accordance with Act and Regulations framed thereunder which are in public domain. Thus, in the considered opinion of the Forum, when the said Tariff Orders passed by the Ld HPERC constitute the statutory framework, the Respondent in order to give effect to the Tariff Orders can raise monetary demands and thus no illegality exists in doing so. The Forum holds that the Respondent is entitled to align its contracts with the statute;



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37. (37) Forum further observes that the Complainant has not challenged the right of the Respondent to raise past period arrears but which has been raised by the Respondent. Based upon the Hon'ble Apex Court Judgements in Civil Appeal No 1672 of 2020 titled as Assistant Engineer (D1) Ajmer Vidyut Vitaran Nigam Ltd and Anr Vs Rahamutullah Khan alias Rahamjula 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, it becomes clear to the Forum that the Respondent is within its rights to raise arrears of past period due to bona-fide mistake in the past as has been held in these Judgements. However, neither is this the contention of the Complainant nor is the Forum inclined to delve into this aspect;
38. (38) In the considered opinion of the Forum, the Respondent may be within its legal right to align contracts with statute and to raise arrears of past period but for factual reasons pertaining to the instant matter as observed in the ensuing paras, this Forum cannot hold that the case of Complainant regarding unilateral modification by the Respondent of the conditions of original Supply Agreement executed in the year 2002 or the case of Respondent for aligning of contracts and raising of past period arrears, is of any relevance here due the facts of the instant matter. The underlying condition of the applicability of Tariff in the Tariff Order dated 12.06.2014 (for FY 2015; effective from 01.08.2014) or later, for the Medium Supply and for the Large Industrial Supply category, is the contract demand (in kVA). If the existing or applied contract demand of the consumer is 100 kVA or more during the period August 2014 to November 2017, then the consumer shall fall in the LS category during the said period else it shall fall in the MS/ SMS/ MIP category. The Complainant's contract demand before 01.08.2014 was 108 kVA, i.e when the connected load was the basis of Tariff Applicability. The Forum holds the Complainant herein to fall in a

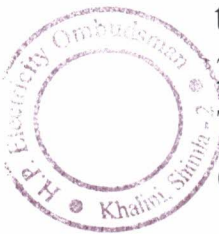


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boundary condition of Tariff applicability for MS/SMS/MIS and LIPS category respectively. Accordingly, the Forum proceeds to examine the complaint with regard to the factual aspects herein-

39. (39) In the instant matter, the Forum from record observes that right from the time of electricity connection given to the Complainant in the year 2002 and up to the time of the impugned Demand Notice in the year 2023, the Complainant was continued to be billed under the Medium Industrial Supply (MS/SMS/ MIP) category (Annexure C8 Colly). This fact has not been disputed by the Respondent;
40. (40) The Forum from record further observes that on 29.08.2014 (Annexure C5) the Complainant had submitted a request for reduction in contract demand from 108 kVA to 98 kVA. This fact has also not been denied or disputed specifically by the Respondent and neither has the Respondent disputed the manner of the said request on any ground whatsoever;
41. (41) The Forum from record also observes that in the year 2018, the Respondent vide Office Order dated 02.02.2018 (Annexure C6), by merely taking a fees of Rs 250/= on 02.02.2018, had revised the contract demand of the Complainant from 108 kVA to 98 kVA on an Application cum Agreement (A&A) form. This fact has also not been denied by the Respondent. The Forum finds from record that the said revision was almost instant occurring in a day;
42. (42) It is unperceivable to the Forum that once this revision was taking place on 02.02.2018, why would such revision not be made effective by the Respondent for the period from August 2014 to November 2017, especially when the Complainant had on 29.08.2014 (Annexure C5) already requested for the said revision. To effect such a separate revision would have costed the Complainant a mere Rs 250/=. On the converse, the Forum is seized of any available remedy to the Complainant then on



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02.02.2018 to revise its contract demand for the missing period from August 2014 to November 2017, especially when a revision of contract demand was already in the process of being effected on 02.02.2018. It would thus certainly be absurd to presume the requirement of a simultaneous and another Office Order and Agreement;

43. (43) It thus becomes clear to the Forum that it was the responsibility of the Respondent to have included the effectiveness of its Office Order dated 02.02.2018, for the intervening period from August 2014 to November 2017 as well and this is for the simple reason that on this date, when the said Office Order for revision of contract demand was issued, the past period would automatically get regularized, unless otherwise provided in the Office Order. Not having included the effectiveness of its Office Order dated 02.02.2018 for the intervening period from August 2014 to November 2017 is the fault of the Respondent and not the Complainant and cannot be held against the Complainant by the Respondent in the future;
44. (44) Thus, the action of the Respondent to raise a monetary demand at a later date on 23.03.2023 (Annexure C2) even at the behest of Audit, is held by this Forum as irrational. 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, in CWP No 10858 of 2000 titled M/s Kundan Mill Board and Paper Mills & Anr Vs Punjab State Electricity Board, Patial & Ors, 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.



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45. (45) In view of above, when it has become clear to this Forum that any Report or observation by an Audit is subject to its acceptance based upon its validity, accordingly this Forum holds in unambiguous terms that the action of the Respondent to raise a monetary demand upon the Complainant at the behest of an Audit observation and on grounds of missing revision of the contract demand for the said period from August 2014 to November 2017, especially when a revision of contract demand had already taken place on 02.02.2018 and the fact that the Complainant had applied for the necessary revision in August 2014, is clearly wrong and untenable on the part of the Respondent;
46. (46) Thus, the Forum holds that the Office Order dated 02.02.2018 (Annexure C6) for revision of contract demand from 108 kVA to 98 kVA has to be held effective for the period from August 2014 to November 2017 as well, especially when the Complainant was already being billed under MS/MIP during this period and because the Complainant had on 29.08.2014 (Annexure C5) already applied for the necessary revision and because on 02.02.2018, the Complainant's Contract Demand already stood revised. Thus, the period from August 2014 to November 2017 automatically stands regularized for the purpose applicability of the condition of contract demand specified in the Tariff Orders;
47. (47) On foregoing proposition of facts, the Forum safely concludes that while the Respondent may have been within its legal right to align contracts with statute and to raise arrears of past period, however, here in the instant case, when the instant matter is based upon facts, it cannot be said that the aligning of contracts or the raising of past period arrears is the raison d'être here. The Complainant had taken timely action on 29.08.2014 (Annexure C5) by requesting for change in its Contract Demand to 98 kVA which was never denied by the Respondent who continued to bill it within the MS/MIP category (Annexure C8 Colly) and then

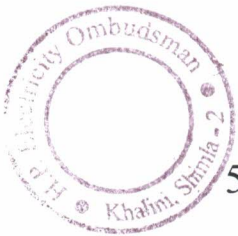


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formally revised the Complainant's contract demand from 108 kVA to 98 kVA on 02.02.2018. The Forum concludes that the Office Order dated 02.02.2018 (Annexure C6) for revision of contract demand from 108 kVA to 98 kVA automatically regularizes the period of the contract demand of the Complainant from August 2014 to November 2017;

48. (48) In view of foregoing, the Forum holds and concludes on facts that the Complainant's contract demand always conformed to the contract demand conditions of applicability for the Medium Industrial Supply category as provided in the Tariff Orders passed by the Ld HPERC, even for the period from August 2014 to November 2017, either by way of original Agreement (Annexure C1) or by way of revised A&A (Annexure C7 / Annexure C6) executed in February 2018 or by way of its request dated 29.08.2014 (Annexure C5) and automatically fulfills the contract demand condition of applicability for the Medium Industrial Supply category (MS/SMS/MIP) specified in the Tariff Orders passed by the Ld HPERC. To interpret and apply statute otherwise by overreaching on statute or to create a technical reason to justify a bad act, would clearly amount to putting the Complainant through hardship. The Forum holds that the Respondent has wrongly applied the statute in the context of the Complainant and thus the monetary demand raised on 23.03.2023 (Annexure C2), for Rs 5,13,216/= clearly cannot sustain and is set aside;
49. (49) The Respondent is directed to adjust in the future bill(s) of the Complainant, any amount that may have been deposited by the Complainant and received by the Respondent pursuant to Interim Order passed by the Forum on 09.05.2023;
50. On aforesaid terms, the complaint is decided on merits in favour of the Complainant and is Allowed and disposed accordingly.



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I-Analysis of the Complaint:

1. The case file bearing Complaint No. 1431/2/23/15 and orders passed on 21/11/2023 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 in totality 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 both the parties.
4. The relevant Acts, Supply Codes and relevant Regulations 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 order dt.21.11.2023 of Consumer Grievance Redressal Forum at Kasumpti have been reproduced in entirety for the sake of clarity and record under the heading “**H-Consumer Grievance Redressal Forum Order No)**”.
6. M/s. Sarsa Stone Crusher., 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, received & registered on 06/05/2024, for passing necessary orders or directions to the Respondents to make compliance of Order dt. 21/11/2023 passed in compliant No. 1431/2/23/15 by Consumer Grievance Redressal Forum at Kasumpti Shimla with further request to refer the case to



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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.

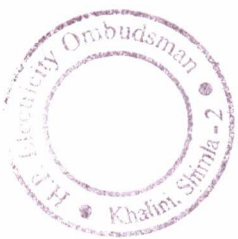
7. The Consumer Grievance Redressal Forum at Kasumpti has mentioned the relevant facts of the case under the heading "BRIEF FACTS OF CASE" in para-1 to 8 (*stands reproduced*) of its above order dt. 21/11/2023, hence for the sake of brevity, the same are not reiterated again.
8. The Complainant contends that the Respondents had raised demand notice dt. 23.03.2023 for Rs. 5,13,216/- on account of short assessment for the period August 2014 to November, 2017. The Ld. C.G.R.F. heard the parties and passed Order dated 21.11.2023 in complaint No. 1431/2/23/15 by setting aside the demand raised through notice dated 23.03.2023 for Rs. 5,13,216/-.
9. The Complainant further contends that the complainant herein had deposited an amount of Rs. 1,71,072/- i.e. 1/3rd of disputed amount in compliance of Order dated 09.05.2023 with the respondents on 18.05.2023.
10. The Complainant contends that they approached the respondents and thereby requested the respondents herein to make compliance of order dated 21.11.2023 in letter and spirit and thereby to refund an amount of Rs. 1,71,072/- to the complainant/ representationist but despite repeated personal visits and requests the respondents herein had failed to refund the same.



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11. The Complainant contends that the respondents ought to have complied with the order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by the Ld. C.G.R.F. within 21 days after the passing of order dated 21.11.2023 in letter and spirit in terms provisions contained in Regulations 27 of HPERC (CGRF and Ombudsman) Regulations, 2013.
12. The Complainant contends that the respondents have also failed to adjust the aforesaid amount in monthly energy bills which were raised subsequent to passing of the said Order dt. 21/11/2023. The said acts of the respondents constitute contravention of rules and regulations made by the Hon'ble H.P.E.R.C. and the respondents are liable to be dealt with under Section 142 of the Electricity Act, 2003.
13. 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.
14. The Complainant submits that no representation was earlier made in respect of the present grievances before this Hon'ble Authority.
15. The Complainant submits that the present representation for non-compliance of Order dated 21.11.2023 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



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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.

16. The Complainant seeks following nature of Relief:

- a. The respondents may kindly be directed to make compliance of Order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by Ld. C.G.R.F. by way of making refund of Rs. 1,71,072/- along with interest @ 15% per annum from the date of its deposit till the date of making refund of the same.
- b. 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.

17. While scrutinizing relief sought by the Complainant in respect of interest @15% towards refund claimed, this authority is of the opinion that the complainant has ignored the prevalent regulation and relied upon clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018, which is reproduced as under:

*“ 4 **Amendment of para 5.7.3-** In para 5.7.3 of the said code, for the words “interest on the excess amount at twice the SBI’s Short Term PLR prevalent on the first of April of the relevant year” the words “simple interest on the excess amount @15% per annum, or where the rate is fixed by the Commission at the rate so fixed, on daily basis” shall be substituted.”*



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Whereas the complainant has not sought interest on refund as per amended Regulation 26 notified in 20th January,2022 as Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) which is read as under:

“12. Amendment of Regulation 26.-

(1) In Sub-clause (ii) of clause(a) of Sub- regulation (2), for the words and figure “15percent”, the words and figure “12 percent” shall be substituted;”

18. From the above analysis, the considered opinion is drawn that for claim of interest on refund sought, the amended Regulation 26 notified in **20th January,2022** as Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) be considered instead of clause 5.7.3 of Supply Code (2nd Amendment) which was **notified earlier on 31st July, 2018.**

19. Now let us start with the analysis on the contentions of submissions of Complainant wherein at the very outset this authority feels it legitimate to reproduce the relevant part of conclusive paras-48&49 of CGRF order dt. 21/11/2023, reiterated by the Complainant under the heading **“B-The Complainant’s Submission”, :**



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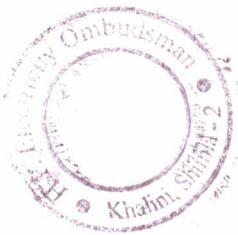


“48. -----The Forum holds that the Respondent has wrongly applied the statute in the context of the complainant and thus the monetary demand raised on 23.03.2023 (Annexure C2) for Rs. 5,13,216/- clearly cannot sustain and is set-aside;

49. The respondent is directed to adjust in the future bill(s) any amount that may have been deposited by the Complainant and received by the respondent pursuant to Interim Order passed by the Forum on 09.05.2023.”

20. After delving the Order dated 21.11.2023 passed in complaint No. 1431/2/23/15 by Ld. C.G.R.F. read with above submissions of the Complainant, it becomes amply clear that the said order dt. 21.11.2023 was pronounced in the favour of Complainant and against the Respondents with specific directions to Respondents to comply with or violations attract provisions.

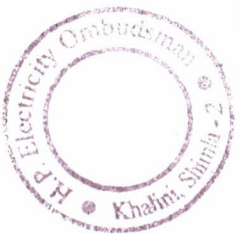
21. On examining the contentions of the Respondents in their reply, reproduced under the heading **“C-The Respondent’s Submissions”**, this authority is astonished to observe that the Respondents have not complied to above order in line with the directions imparted by Ld. CGRF in its order dt. 21.11.2023, inspite of proper follow up by the Complainant for compliance as contended by the Complainant in his submissions (**refer para-3 of Complainant’s Submissions**) and for nothing, even surpassed the time period as prescribed under the Regulation 27 of 2nd amendment dt.20thJanuary,2022 (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2022.



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22. After further analysis, the consensus are drawn 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 instead of assailing the order of CGRF to Competent Court of Law at that point of time when the decision was conveyed on dt.21.11.2023 in the favour of Complainant, the Respondent Board remained silent on the issue and did not even bother to refund the requisite amount as directed vide above order dt. 21.11.2023 of CGRF within the set period as per prevalent regulations.
23. On further examination, it is also observed that right from the day (21.11.2023) when the said order was issued by the CGRF and till date the instant Representation was filed by the Complainant before this authority, nothing has been placed on record which may construe whether Respondents extended any correspondence with the Complainant by citing reasons for non-compliance of the CGRF order and their constraints to assail the order to Hon'ble High Court.
24. This authority in the absence of any specific reason except mentioning it as "erroneous" by the Respondents for assailing the said order of CGRF to Hon'ble High Court at this stage with no prior correspondence with the Complainant, observes with microscopic vision that the instant case is a matter of non-compliance by the Respondent Board and attracts provisions as per mandate.



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25. Referring to the Rejoinder submitted by the complainant, it is observed that it has been categorically asserted by the complainant under para-3 which says "*herein is not in the knowledge of filing any Civil Writ petition before the Hon'ble High Court of H.P. laying challenge to the Order dt.21.11.2023*" and this authority also infers from the arguments that assailing of CWP to Hon'ble High Court as contented by the respondents, is still under process of filing and further if read with the arguments extended by the counsel for complainant, it is conceded that the said matter amounts to non-compliance of CGRE order dt. 21.11.2023 and attracts provisions.
26. After listening to both the parties, referring to their respective submissions, the arguments held, this authority feels it necessary, the intervention of Regulation 33(1)(f), the relevant part of which categorically provides "*or the date of expiry of the period within which the distribution licensee was required to implement Forum's order*" and Regulation 36(2) of HPERC (CGRF and Ombudsman) Regulations, 2013 where the Ombudsman is guided with the principle of natural law of justice and affirms that the contentions of the Complainant in regards with the statutory period of limitations have their sanctity, the relevant extract of which says "*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 also observes that the contentions quoted under the



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inverted commas have not been even refuted by the Respondents in their reply in elaborate manners, as such this authority concedes without any doubt that the contentions of the Complainant in regards with the statutory period of limitations are just and legitimate and are sustained as contented.

27. Within the ambit of above averments and conclusions, this authority proceeds further with following issues.

J- Issues in Hand:

Issue No.1:

Whether the Complaint is within the statutory period of limitations?

Issue No.2:

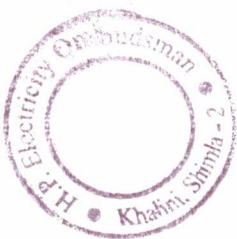
Whether the instant case is a matter of non-compliance of CGRF order dt. 21.11.2023.

K-Findings on the Issues:

Issue No.1:

After resorting to detailed analysis on these contentions, it is asserted as under:

- a. that the said order dt. 21/11/2023 was pronounced by the Ld. CGRF in the favour of Complainant and Respondents



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were given certain directions to comply with which were surpassed by the Respondents.

- b. that keeping silent on the order dt.21.11.2023 of CGRF by the Respondents which was diligently 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 are just and legitimate and hence sustained as contented.

This closes the findings on issue No.-1

Issue No.2:

1. On detailed scrutiny of the contentions while doing analysis, the following consensus were built up with firm opinion which are sufficient to conclude the findings in the instant issue:
- a. That the Respondents have over looked the provisions of Regulations 27 and 28(2)(c) of HPERC (CGRF and Ombudsman) Regulations, 2013 and instead of assailing the order of CGRF to Competent Court of Law at that point of time when the decision was conveyed on dt.21.11.2023 in the favour of Complainant, the Respondent Board remained silent on the issue and did not even bother to refund the



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requisite amount as directed vide above order dt. 21.11.2023 of CGRF within the set period as per prevalent regulations.

- b. that right from the day (21.11.2023) when the said order was issued by the CGRF and till date the instant Representation was filed by the Complainant before this authority, nothing has been placed on record which may construe whether Respondents extended any correspondence with the Complainant by citing reasons for non-compliance of the CGRF order and their constraints to assail the order to Hon'ble High Court.
2. This authority in the absence of any specific reason except mentioning it in a very vague form as "erroneous" by the Respondents for assailing the said order to Hon'ble High Court at this stage with no prior correspondence with the Complainant, observes that the instant case is a matter of non-compliance by the Respondent Board and attracts provisions as per prevalent regulations.
3. The contentions of the Respondents on noncompliance of the CGRF order dt.21.11.2023 have been clearly supplemented with the averments which categorically adds that they are assailing said order of CGRF to Hon'ble High Court.
4. The above findings are sufficient to conclude it as a matter of non-compliance on the part of Respondents.

This closes the findings on issue No.-2



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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 21/11/2023 in Complaint No. 1431/2/23/15 is upheld.
2. The Respondent Board is directed to implement above order dt. 21/11/2023 of CGRF in letter & spirit without any further delay and refund the requisite amount of Rs. 1,71,072/- in compliance to above order along with applicable interest in terms of prevalent provisions of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 read with Regulation 26 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified in 20th January, 2022, so as to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances

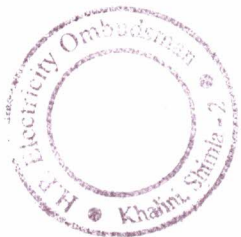


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Redressal Forum and Ombudsman) Regulations, 2013 for appropriate action by the Commission under the provisions of the Electricity Act, 2003 and brunt on individuals.

- 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 individuals 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.**



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

**7. The Complaint filed by M/s. Sarsa Stone Crusher,
Village Bersan, P.O. Manjholi, Tehsil Nalagarh,
Distt. Solan H.P.174101 is hereby disposed of.**

Given under my hand and seal of this office.

Date: - 01/08/2024

Shimla

Signature
01/08/2024

Electricity Ombudsman

