



In the matter of:

Complaint No. 16/2025

M/s Varav Biogenesis Pvt. Ltd., Plot No. 3A Industrial Area Village Johron
Trilokpur Road, Kala Amb Tehsil Nahan Distt Sirmour (HP)-173030.

-Complainant

Vs

1. Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004.
2. The Assistant Engineer (E), Electrical Sub-Division, HPSEBL, Kala Amb Tehsil Nahan Distt Sirmour (HP)-173030.

-Respondents

Complaint No16/2025 (Registered on 28/04/2025)

(Orders reserved on 16/06/2025, Issued on 21/06/2025)

Counsel for:

Present for:

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

**The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law
- Sh. Manish Kumar, J.O.A IT, ESD, Kala Amb.**

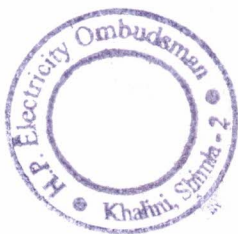
QUORUM

Er. Deepak Uppal

HP Electricity Ombudsman

Order

1. The case was registered and received on 28/04/2025, filed under Regulation 28(1)(b), of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the final Order dated 28/03/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1515/202408/25.



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2. Case called and the matter was heard for admissions on 05.05. 2025. The Id. Counsel for Complainant submitted the proof of having deposited 50% of the disputed amount with the Respondents which was also confirmed by the Id. Counsel for Respondents present in the court room and was taken on record. The Id. Counsel for Complainant also ensured supply of the copies of representation to the respective respondents.
3. The Id. Counsel for Complainant further prayed for restraining, the Respondents from taking any coercive action such as disconnection of supply etc. during the pendency of the complaint. After listening to both the parties, the prayer granted in line with the relief sought on a separate Application and the matter was admitted to the extent of initiation of proceedings.
4. Case called, the matter was heard on 23.05,2025. The Respondent Board submitted reply on 16/05/2025 in compliance to order dt. 05.05.2025. The Id. counsel for Complainant sought some time for submission of Rejoinder. Prayer granted with directions to submit the same within weeks' time.
5. Case called, the matter was heard on 16.06.2025. The Id. Counsel for Complainant submitted Rejoinder in the court room which was taken on record. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the record and with the mutual Conesus of both the parties, the final arguments were conducted.
6. The deliberations made by the representative representing Respondent Board and participation in discussions were appreciable. Both Id. Counsel for Respondent Board and the Id. counsel for the Complainant advanced their arguments to the brim. After the arguments, the Id. Counsel for complainant and the representative as Respondents did validation of the missing events in the court room and submitted an accord of amicable settlement duly signed



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which was also taken on record. The arguments were concluded and order reserved.

A-Brief Facts of the Case:

1. M/s Varav Biogenesis Pvt. Ltd bearing Consumer ID 100012002318 is a Large Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL.
2. The complainant company was provided electricity supply by the respondent No. 1 in the year 2009-10. The present connected load of the complainant company is 490 KW with a contract demand of 490 KVA at HT Supply line.
3. The Complainant is aggrieved by the impugned Demand Notice raised to it by the Respondent dated 16.03.2024 (**Annexure C1 / Annexure C2**) for Rs 11,96,030.56 due to 'Y' phase missing for the period from 01.10.2023 to 08.03.2024, by impugned Demand Notice dated 27.05.2024 (**Annexure C3**) for Rs 67,894/- on account of short assessment of peak charges and subsequent sundry charges.

B-The Complainant's Specific Submissions:

1. The Complainant submits:
 - a. that the Respondents previously installed electronic meter No. 304807 in the premises of the complainant company on 12.05.2022 and the same had been changed/replaced on 08.03.2024 with meter No. 304898 for recording and registering the consumption of electricity supply.
 - b. that the respondent No. 2 issued demand notice dated 16.03.2024 to the complainant company for recovery of short assessment of 'Y' phase missing for Rs. 11,96,030.56 /- and required the payment of the same within 15 days of the receipt of the same.



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HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
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- c. That the Complainant is aggrieved by the impugned Demand Notice raised to it by the Respondent dated 16.03.2024 (**Annexure C1 / Annexure C2**) for Rs 11,96,030.56 due to 'Y' phase missing for the period from 01.10.2023 to 08.03.2024.
- d. that the respondent No. 2 issued demand notice dated 27.05.2024 for Rs. 67,894/- on account of recovery of short assessment on account of peak charges and the copy of the same is annexed herewith and marked as **Annexure C-3**.
- e. that the respondents issued monthly energy bill dated 07.06.2024 and demanded therein an amount of Rs. 12,64,038/- as sundry apart from the current energy charges. The complainant company has deposited the current charges of bill dated 07.06.2024 for Rs. 16,12,419/- with the respondents. The copy of monthly energy bill dated 07.06.2024 is annexed herewith and marked as **Annexure C-4**.
- f. that on 14.06.2024, the complainant company sent through e-mail a communication and thereby disputed the correctness of sundry amount of Rs. 12,64,038/- as demanded in bill dated 07.06.2024 vide the copy of the same annexed herewith and marked as **Annexure C-5**.
- g. that the complainant company also wrote letter dated 19.06.2024 to the Sr. Executive Engineer, Electrical Division Nahan and thereby disputed the correctness of sundry amount of Rs. 12,64,038/- and further requested to cancel the demand of Rs. 12,64,038/- on account of alleged short assessment. The copy of letter dated 19.06.2024 is annexed herewith and marked as **Annexure C-6**.
- h. that as the respondents failed to supply the requisite complete MRI data of meter tamper status for the period 01.10.2023 to 08.03.2024 regarding alleged 'Y' phase missing, the complainant company wrote letter dated 24.07.2024 to the respondents and requested therein to



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supply the complete MRI data of meter Tamper status regarding alleged 'Y' phase missing during the aforesaid period vide the copy of the same annexed herewith and marked as **Annexure C-7**.

- i. that the alleged data (Annexure C-2) does not demonstrate that the 'Y' phase was missing throughout during the period 01.10.2023 to 03.08.2024. It is further submitted that the respondents have supplied the instant data report to the complainant company and the same demonstrates that 'Y' phase missing incident occurred on 09.12.2023 at 11:58:44, 01.01.2024 at 13:12:52, 07.02.2024 at 10:15:047 and on 07.03.2024 at 15:32:22 and the said data report is collectively annexed herewith as **Annexure C-8**.
- j. that the respondents have issued disconnection notice of electricity supply dated 22.07.2024, which has been received through online mode by the complainant company on 25.07.2024 and the respondents have thereby threatened to disconnect the electricity supply of complainant company.
- k. that the said action of the respondent for disconnection of electricity supply of complainant company is coercive and the respondents cannot indulge in such type of activities till the time the aforesaid demand of Rs. 12,64,038/- is justified by them by way of supplying of requisite MRI data of meter tamper for 'Y' phase missing throughout the period 01.10.2023 to 08.03.2024. The copy of disconnection notice dated 22.07.2024 is annexed herewith and marked as **Annexure C-9**. The disconnection notice dated 22.07.2024 on account of 'Y' phase missing is absolutely coercive and the same is not sustainable in law.
- l. that the complainant company challenged the demand notice dated 16.03.2024, calculation sheet, monthly energy bill dated 07.06.2024





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for Rs. 12,64,038/- and disconnection notice dated 22.07.2024 qua demand of Rs. 12,64,038/- before the Hon'ble High Court of H.P. by way of filing Civil Writ Petition No. 7466 of 2024

- m.** that in terms of order dated 30.07.2024, the Hon'ble High Court of H.P. has been pleased to stay the demand notice dated 16.03.2024, monthly energy bill dated 07.06.2024 for demand of Rs. 12,64,038/- and also order to implement the temporary disconnection of electricity supply dated 22.07.2024 for a period of 4 weeks and relegated the complainant company to avail alternative remedy in accordance with law. The copy of order dated 30.07.2024 passed in CWP No. 7466/2024 is annexed herewith as **Annexure C-10**.
- n.** that now the respondents have issued monthly energy bill dated 08.08.2024 and demanded therein Rs. 12,79,826.78 as arrears. The respondent No. 2 has disclosed on personal visit of the complainant company that the amount of arrears relates to the earlier demand of Rs. 12,64,038/- on account of 'Y' phase missing and also includes surcharge thereupon. The copy of bill dated 08.08.2024 is annexed herewith as **Annexure C-11**.
- o.** that the alleged demand of arrears in bill dated 08.08.2024 for Rs. 12,79, 826.78 is arbitrary, unjust, illegal and unsustainable in law and procedure and the same deserves to be quashed and set aside by this Hon'ble Forum.
- p.** that the complainant company wrote letter dated 12.08.2024 to the respondents and requested therein to supply the complete MRI data of tamper status of alleged 'Y' phase missing of meter No. 304807 w.e.f. 01.10.2023 to 08.03.2024 indicating duration, timings and period of 'Y' phase missing of each day. The copy of the same is annexed herewith as **Annexure C-12**.





- q. that the MRI data of meter tamper status of 30 minutes intervals for the period 01.10.2023 to 08.03.2024 of meter No. 304807 can only establish and prove the current in 'Y' Phase missing. The occurrence 'Y' Phase current missing and restoration of the same is not evident from the instantaneous or load survey data placed on the record by the respondents and as such, the findings of the Ld. CGRF in its order dated 28.03.2025 are erroneous, misconceived and deserve to be set-aside by this Ld. Authority
- r. that the observations of the Ld. CGRF below in para 30 of the impugned order is absolutely misconceived, perverse and erroneous. No findings regarding Y phase missing can be based on the consumption pattern for the past and succeeding period. The overhauling of consumer account for the disputed period based on past and future billing consumption pattern is permissible in terms of para 4.4.8 of Supply Code 2009 only in the case of defective meter and not on account of 'Y' Phase current missing of meter.
- s. that the findings of the Ld. CGRF in its order dated 28.03.2025 is based on surmises and conjectures and the same deserve to be reversed by allowing the present representation.

C- The Respondent's Specific Submissions:

1. The Respondent Submits:

- a. that at the outset it is submitted that there is no such illegality or infirmity in the impugned order passed by the Id Consumer Grievance Redressal Forum (CGRF) as such the present representation deserves only dismissal.
- b. that the complainant is liable to make the payment of the dues as legally demanded by the licensee, being statutory in nature.



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- c. that this issue has been very well dealt by the Id Forum in its impugned order, wherein it was observed that complainant has nowhere challenged defective metering nor denied consumption during period of defective metering nor proved less consumption during this period. So far as the allegation of the complainant qua the missing of the Y phase, the Id Forum held at Para 25 as under:

"25. Also, when it is established from available MRI data that there is missing current in one phase for certain months resulting in less recording and billing of consumption in past and when this fact is confirmed from consumption data of corresponding months of the previous years, then it is possible to depict the month from when such metering defect may have set in and from wherein such has continuously existed. Then even without the time-wise MRI data for some months, the month of start of defective metering can be safely determined though it may not be possible to determine the exact date. It is a known fact that when the MRI data is available which depicts a phase current missing but where there do exist two normal phases, then the overall estimated consumption is 1x1/2 time the recorded and billed consumption and accordingly the differential shortfall in consumption remaining to be additionally recovered clearly amounts to 50% of that already billed. This results in reasonable and precise estimation of unbilled consumption in past;"

- d. It is denied that the disconnection notice on account of the Y phase missing is wrong and not sustainable in the eyes of law. However, it is submitted that if the impugned order of the Id Forum is seen, there would leave no such confusion qua the liability of the complainant to pay the dues as per the notices issued by the respondents. It is submitted that non-payment of the electricity dues or other charges attract sub-section (1) of section 56 of the Electricity Act, 2003 to disconnect the electricity supply of the consumer. Thus, the action of the respondents is perfectly legal and valid and the representation is liable to be dismissed.
- e. The averments of the complainant that Y phase missing was only for specific/particular time, is totally wrong and incorrect.
- f. that the requisite MRI data was supplied to the complaint, which had clearly demonstrated the Y phase missing for the period in question.





However, it is submitted that during the course of hearing of the matter before Id Forum, respondents had also filed additional evidences, in support of the demand and those all documents/evidences have been very well appreciated by the Id Forum in its true perspective and intent. Detailed reasoning has been offered by the Id Forum while passing the impugned order, which may kindly be appreciated in the peculiar facts and circumstances of the case.

- g. that there is no such infirmity or illegality/irregularity in the order of the Id Forum, which requires any kind of the interference of this Hon'ble Authority. It is rightly held by the Id forum that HPSEBL being a distribution licensee, is bound to recover and consumer is bound to pay the cost/price of electricity consumed by it strictly, as per tariffs/charges that are determined and specified by the Hon'ble HPERC vide its tariff orders and these tariff orders issued by the Hon'ble HPERC lay out statutory charges, and any lapse, mistake or Bonafide error by the distribution licensee with regard to under recovery of actual cost/price/tariff of electricity from the respective consumer, who has availed the goods, may result either in permanent loss to the distribution licensee or with the burdening of this utility's loss upon other consumers. Therefore, both of these eventualities are bad and against mandated provisions of Tariff Regulations.
- h. that the Id Forum has rightly upheld the demand dated 16.03.2024 due to Y phase current missing and consequential demand raised as sundry in bill dated 7.6.2024 and further raised as arrears in bill dated 8.8.2024 along with impugned demand dated 27.05.2024 on account of short assessment of peak charges.

2. It is therefore most respectfully prayed that the complaint filed by the complainant is devoid of any merits which may be dismissed with cost and



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the complainant may be directed to pay the monetary demand raised by the respondents with the LPS.

D- The Complainant's Additional Submissions through Rejoinder:

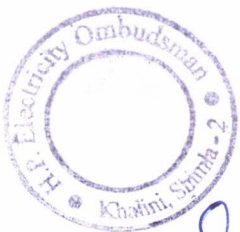
Para 1. That the averments made in the para, as represented, are wrong hence denied. The impugned order of Ld. CGRF is palpably erroneous and unsustainable as the same has been passed on assumptions and presumptions.

REJOINDER ON MERITS:

Paras 1 to 6 That the contents of paras 1 to 6 of the reply do not call for rejoinder.

Para 7 That the contents of para No. 7 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para 7 of the representation. Rest of the contents of the para are wrong hence denied. The complainant consumer is not liable to pay alleged dues as the same are not procedurally and legally determined by the licensee.

Para 8 That the contents of para No. 8 of the reply are wrong hence denied and those of corresponding para of representation are reasserted and reaffirmed. The observations of the Ld. CGRF are erroneous and perverse as the respondents have failed to prove and establish that 'Y' phase was continuously missing during the period October 2023 to 08.03.2024. The respondents have failed to place on the records the meter tampered data for the entire period and as such the conclusions of the Ld. CGRF are erroneous and unsustainable. The observations of the Ld. CGRF in para 25 is absolutely misconceived. The exact duration of Y phase missing event is determinable only from MRI meter tampered data and the past consumption pattern cannot be a determining factor.





Para 9 That the contents of para No. 9 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para 9 of the representation. Rest of the contents of the para are wrong hence denied.

Para 10 That the contents of para No. 10 of the reply, on merits, as represented, are wrong, misconceived and hence vehemently denied. The contents of those of para 10 of the representation are reproduced and reiterated here.

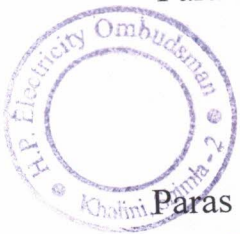
Para 11 That the contents of para No. 11 of the reply do not call for rejoinder.

Para 12 That the contents of para No. 12 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para 12 of the representation. Rest of the contents of the para are wrong hence denied.

Para 13 That the contents of para No. 13 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para 13 of the representation. Rest of the contents of the para are wrong hence denied. It is denied that the complete MRI data stood supplied by the respondents to the complainant consumer. The Ld. CGRF has gravely erred in not appreciating that the continuous Y phase missing event is not supported by MRI data. The MRI data placed on the record is not time wise data for the period October 2023 to 08.03.2024 and this factum has been admitted by the Ld. CGRF in para 296 itself,

Para 14. That the contents of para No. 14 of the reply, on merits, are wrong hence vehemently denied and those of corresponding para 14 of the representation are reiterated and reasserted here.

Paras 15 and 16 That the contents of paras No. 15 and 16 of the reply do not call for rejoinder. However, the contents of corresponding paras



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No. 15 and 16 of the representation are reasserted and reiterated here.

Para 17. That the contents of para No. 17 of the reply do not call for rejoinder so far as the same admit the contents of corresponding para 17 of the representation. Rest of the contents of the para are wrong hence denied and the contents of corresponding para 17 of representation are reasserted and reaffirmed.

Para 18 That the contents of para No. 18 of the reply do not call for rejoinder.

It is, therefore, most respectfully prayed that the representation of the complainant consumer may kindly be allowed by granting the relief prayed for therein, in the interest of justice.

E- The Complainant's written Arguments:

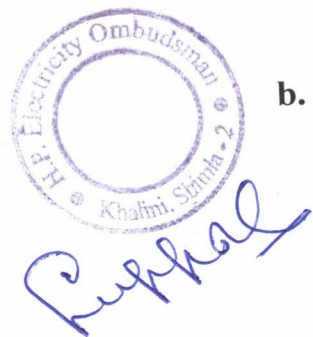
The Complainant submitted Rejoinder, hence the same is considered as part and parcel of the written arguments for record purpose.

F- The Respondent's written Arguments:

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

G- The Arguments of both during proceedings :

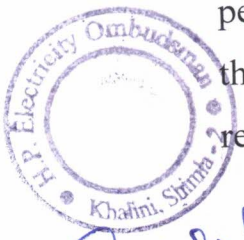
1. The final arguments were conducted on 16/06/2024 and both the parties were given opportunity to argue their contentions at length.
2. The Complainant contended:
 - a. that the alleged MRI data does not demonstrate 'Y' phase missing events throughout during the period 01.10.2023 to 03.08.2024.
 - b. that the instant MRI data report supplied to the Complainant Company demonstrates that 'Y' phase missing incident occurred on 09.12.2023 at





11:58:44, 01.01.2024 at 13:12:52, 07.02.2024 at 10:15:047 and on 07.03.2024 at 15:32:22.

3. The Id. Counsel for Respondents as well as the official appeared as respondents emphasized that the order dt. 28/03/2025 passed by the Id. CGRF is well reasoned one wherein each and every aspect stands adjudicated at length with clarity hence, according to them the 'Y' phase missing event is of continuous nature and not in segregated form as contended by the Complainant.
4. After listening to the arguments advanced by both the parties, it was observed that both Id. Counsel for Complainant and Respondents were relying on the MRI data but for differences in understanding to the extent that for Respondents, the 'Y' phase was missing throughout the period **01.10.2023 to 08.03.2024** whereas for Complainant, the 'Y' phase was missing in segregated manners i.e on **09.12.2023 at 11:58:44, 01.01.2024 at 13:12:52, 07.02.2024 at 10:15:047 and on 07.03.2024 at 15:32:22.**
5. This authority after observing such differences in opinion during arguments between both the parties in respect of same MRI data, thought it legitimate to give an opportunity to both the parties for settlement in the court room to resolve variances through mode of amicable settlement confining only to the extent of validation of the MRI data.
6. Both the parties agreed and Id. Counsel Sh. O.C. Sharma on behalf of Complainant and Sh. Manish Kumar, JOA-IT, ESD, Kala-Amb as Respondent attended validation duly assisted by the Assistant Engineer, Barotiwala in the absence of Assistant Engineer, Kala-Amb due to inability to attend the court on account of unavoidable circumstances.
7. After completion of validation of MRI data, both the parties authenticated the period of missing events of 'Y' phase and handed over the sheet of validation in the court room, duly signed by the respective representatives which was taken on record for further directions.





8. The arguments were concluded and order reserved.

H- Consumer Grievance Redressal Forum Order No.1515/202408/25 dt.
28/03/2025:

ORDER

(19) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, HP Electricity Supply Code, 2009 notified by the HPERC and record as facts along with pleadings of the parties. 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;

(20) At the outset Forum observes that the Complainant has no-where challenged defective metering nor denied consumption during period of defective metering nor proved less consumption during this period;

(21) The Complainant has simply contended that the monetary demand raised by the Respondent is not commensurate with the MRI data of meter for the period of defective metering where there is 'Y' phase current missing. It is the argument of Complainant that the MRI data provided by the Respondent is only for the dates 09.12.2023, 01.01.2024, 07.02.2024 and 07.03.2024 that too on particular times (Annexure C8 colly), accordingly the condition of 'Y' phase missing has occurred only at specific times on these dates and therefore the Respondents is at best justified to levy for 'Y' phase missing for these said dates and time only and not for the entire period from 01.10.2023 to 08.03.2024;



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(22) Forum further observes that the Complainant has also not laid challenge to Annexure R2 submitted by the Respondent in its Reply with regard to short assessment of peak hour charges raised vide demand notice dated (Annexure C3) for Rs 67,894/-;

(23) Accordingly, only the validity of Demand Notice dated 16.03.2024 (Annexure C1) for Rs 11,96,030.56 due to 'Y' phase missing, remains before the Forum for determination. This amount further raised as sundry in bill dated 07.06.2024 and arrears in bill dated 08.08.2024, is observed by the Forum to be merely consequential;

(24) In the instant complaint, on pointing out by the flying squad, it was discovered by the Respondent that there existed condition of 'missing current in 'Y' phase' during certain period in past. It is a known technical fact that 'Y' phase missing recorded in a meter is due to the missing input of 'current' parameter to the meter from metering equipment namely current transformer (CT) which results in defective metering. However, because the meter records such events, thus to determine short assessment during past period billing, the Meter Reading Instrument (or MRI) events and data which is available can be conveniently adopted. Here instantaneous and time-wise MRI data is sufficient evidence to establish defective metering and/or for precisely estimating or assessing the quantum of un-metered electricity consumption. There may be other methods of assessment or estimation, such as that based on past period consumption before the metering error occurred or based on future consumption after correction of the metering error, however, that is the condition when MRI data may not be available to rely upon. When MRI data is available then to adopt other methods, in the opinion of the Forum, shall be arbitrary;



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(25) Also, when it is established from available MRI data that there is missing current in one phase for certain months resulting in less recording and billing of consumption in past and when this fact is confirmed from consumption data of corresponding months of previous years, then it is possible to depict the month from when such metering defect may have set in and from when such has continuously existed. Then even without the time-wise MRI data for some months, the month of start of defective metering can be safely determined though it may not be possible to determine the exact date. It is a known fact that when the MRI data is available which depicts a phase current missing but where there do exist two normal phases, then the overall estimated consumption is 1½ times the recorded and billed consumption and accordingly the differential shortfall in consumption remaining to be additionally recovered clearly amounts to 50% of that already billed. This results in reasonable and precise estimation of unbilled consumption in past;

(26) During the course of hearing in the matter, on prayer by the Complainant and directions by the Forum, the Respondent submitted time-wise MRI data from 07.01.2024 to 07.03.2024 (Annexure R-X Colly) i.e MRI data for each time of the day. These have accordingly been taken on record. When enquired, the Respondent admitted to not having the time-wise MRI data for the remainder prior disputed period;

(27) Also, during the course of hearing in the matter and on prayer by the Complainant and on directions by the Forum, the Respondent submitted the details of metered consumption and billing for the corresponding months of the past year i.e from October 2022 to February 2023 (accompanied with bills) along with that for the period from October 2023 to February 2024 (Annexure R-Y Colly). Forum Complaint No 1515/202408/25 finds that this includes the period for which the MRI



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data was not available with the Respondent. These have accordingly been taken on record;

(28) Thus, after the submission of MRI data from 07.01.2024 to 07.03.2024 (Annexure R-X Colly) by the Respondent, the Forum is inclined to reject the contention of the Complainant that the 'Y' phase missing be considered only for the specific dates 09.12.2023, 01.01.2024, 07.02.2024 and 07.03.2024. Here Forum finds the current in 'Y' phase to be continuously missing;

(29) Forum observes that the MRI data in complaint for the dates 09.12.2023, 01.01.2024, 07.02.2024 and 07.03.2024, is specifically of instantaneous nature and is not time-wise but is clearly indicative of the condition of "Y' phase missing' also having existed in the month of December 2023 which is not covered by the time-wise MRI data (Annexure R-X Colly) implying thereby that the defective metering was indeed existing in the months before January 2024 as well;

(30) On perusal of Annexure R-Y Colly vis-à-vis the MRI data submitted vide Annexure C8 Colly, Annexure R1 Colly and Annexure R-X Colly, Forum finds that the consumption months from November 2023 to February 2024 indeed reveal abnormally higher consumption vis-à-vis consumption occurring in corresponding months of previous year i.e November 2022 to February 2023. Thus, Forum is convinced that the metering defect due to "Y phase current missing' was also existing in the month of November 2023. Accordingly, Forum concludes that the condition of current missing in one 'Y' phase has at the least been existing from the consumption month of November 2023 to 07.03.2024 and the Respondent is within its legal right to recover the unbilled consumption and charges for these months;



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(31) Therefore, in the instant complaint when it is established by way of evidence and record at Annexure C8 Colly, Annexure R1 Colly, Annexure R-X Colly and Annexure R-Y Colly and for the simple reason that electricity / energy has actually been consumed in the past, which is in excess of that recorded in the meter which could not Complaint No 1515/202408/25 be billed earlier owing to such remaining unnoticed, it can safely be held that consumer Complainant has in the past from November 2023 to 07.03.2024 been erroneously billed for less consumption which it is now liable to make good for any monetary loss that may have resulted to the Respondent distribution licensee in the past. Therefore, in the instant case, the Respondent is now liable to recover and consumer Complainant is liable to pay for the unbilled or unrecorded part of consumption estimated on precise and reasonable considerations as discussed in para supra;

(32) Further, it is also relevant to mention that the Respondent HPSEBL being a distribution licensee, is bound to recover and consumer is bound to pay the cost / price of electricity consumed by it strictly, as per tariffs /charges that are determined and specified by the HPERC vide its Tariff Orders. These Tariff Orders passed by the Ld HPERC lay out statutory charges. Any lapse, mistake or bona-fide error by the distribution licensee with regard to under recovery of actual cost / price / tariff of electricity, from the respective consumer, who has availed the goods, may result either in permanent loss to the distribution licensee or with the burdening of this utility's loss upon other consumers. Both of these eventualities are bad and against mandated provisions of Tariff Regulations;

(33) Thus, in the instant matter, Forum holds that the Respondent HPSEBL did make bona-fide mistake / error in the past by missing to



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raise amounts in the original electricity bills arising out of less recording of meter reading due to defective metering /error, which went unnoticed for some time. The Respondent is certainly within its legal rights to raise past arrears or dues if not discovered earlier due to any mistake by the Respondent and the Complainant is liable to pay the same;

(34) In view of foregoing discussion, Forum does not observe any illegality in the impugned monetary demand dated 16.03.2024 (Annexure C1) raised by the Respondent for Rs 11,96,030.56 nor in the impugned Demand Notice dated 27.05.2024 (Annexure C3) for Rs 67,894/-; \

(35) Accordingly, the impugned demand dated 16.03.2024 (Annexure C1) due to 'Y' phase current missing and consequential demands raised as sundry in bill dated 07.06.2024 (Annexure C4) and further raised as arrears in bill dated 08.08.2024 (Annexure C11) along with impugned demand dated 27.05.2024 (Annexure C3) on account of short assessment of peak charges, are upheld. The Complainant is directed to pay these within 10 days from this Order;

(36) In the event of non-payment by the Complainant, the Respondent shall be at liberty to take action as per extant law / Regulations governing the matter;

(37) Further, based on foregoing discussion, the Respondent is directed to re-assess the differential un-metered / un-billed consumption due to 'Y' phase current missing only from the consumption month of November 2023 and up to 07.03.2024. As a result, any excess recovered be refunded or any shortfall be recovered from Complainant in the next electricity bill;

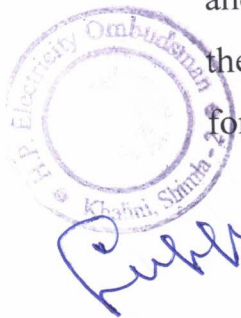


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I-Analysis of the Complaint:

1. The case file bearing Complaint No. 1515/202408/25 and orders passed on dated 28/03/25 by the Id. Consumer Grievance Redressal Forum Kasumpti, Shimla-171009 have been requisitioned and gone through.
2. In the interest of justice, the relevant extract of the said order of Consumer Grievance Redressal Forum at Kasumpti from para (19) to (37) has been reproduced under the heading “H” of this order to arrive at legitimate conclusion.
3. The MRI data annexed with the case file have been gone through in depth to study the anomalies occurred due to missing events in **Y- phase** current so as to assess the gravity of the events.
4. The submissions made by the Complainant and reply submitted by the Respondents have been incorporated only on specific contentions for the sake of brevity so as to have composite view of the entire case.
5. The appropriate Acts, Supply Codes, Tarif Orders have been referred to for clarity.
6. M/s Varav Biogenesis Pvt. Ltd bearing Consumer ID 100012002318 is a Large Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL and is aggrieved by the impugned Demand Notice raised to it by the Respondent dated 16.03.2024 (**Annexure C1 / Annexure C2**) for Rs 11,96,030.56 due to ‘Y’ phase missing for the period from 01.10.2023 to 08.03.2024, by impugned Demand Notice dated 27.05.2024 (**Annexure C3**) for Rs 67,894/- on account of short assessment of peak charges and subsequent sundry charges.
7. The Id. Counsel for Respondents as well as the official appeared as respondents confined their arguments/reply to the extent of the order dt. 28/03/2025 passed by the Id. CGRF and asserted that the said order is well reasoned one wherein each and every aspect stands adjudicated at length with clarity hence, according to them the ‘Y’ phase missing event is of continuous nature and not in segregated form, as contended by the Complainant.





8. The submissions of the Complainant detailed under the heading -B, response of the Respondent Board detailed under the heading -C and final arguments conducted at length by both & placed under the heading -G, gathers considered opinion to originate the following issues on merit and for the sake of brevity, the detailed analysis has been done along with findings of the issues as each case is having its own merit and statute except in exclusive cases.

J-Issues in Hand:

Issue No.1:

Whether the assessment of 'Y' phase missing events be confined to the period from **01.10.2023 to 08.03.2024** as considered by the **Respondents** or on **09.12.2023 at 11:58:44, 01.01.2024 at 13:12:52, 07.02.2024 at 10:15:047 and on 07.03.2024 at 15:32:22** as contended by the **Complainant** or from **November, 2023 to 07.03.2024** as concluded by the Id. CGRF in his order dt. 28.03.2025 under para-(37).

Issue No.2:

Whether the impugned demand for **Rs. 11,96,030.56/-** dated **16.03.2024** due to 'Y' phase current missing and consequential demands raised as sundry for **Rs. 12,64,038/-** in bill dated **07.06.2024** and further raised as arrears for **Rs. 12,79,826.78/-** in bill dated **08.08.2024** are sustainable in the present circumstances?

Issue No.3:

Whether the demand notice dated 27.05.2024 for Rs. 67,894/- on account of recovery of short assessment on account of peak charges is sustainable?

K-Findings of the Issues:

Issue No.1:

1. After referring to the submissions made by the Complainant it has been observed that the Complainant under para-8 contends that the alleged MRI





data does not demonstrate 'Y' phase missing events throughout during the period 01.10.2023 to 03.08.2024.

2. He further added that the instant MRI data report supplied to the Complainant Company demonstrates that 'Y' phase missing incident occurred on 09.12.2023 at 11:58:44, 01.01.2024 at 13:12:52, 07.02.2024 at 10:15:047 and on 07.03.2024 at 15:32:22.
3. During final arguments, the Id. Counsel for Complainant reiterated the above averments in details and in response, the Id. Counsel for Respondents as well as the official appeared as respondents emphasized that the order dt. 28/03/2025 passed by the Id. CGRF is well reasoned one wherein each and every aspect stands adjudicated at length with clarity hence, according to them the 'Y' phase missing event is of continuous nature and not in segregated form as contended by the Complainant.
4. After listening to the arguments advanced by both the parties, this authority conceived consensus that both Id. Counsel for Complainant and Respondents are relying on the MRI data but for differences in understanding the essence of data to the extent that for Respondents, the 'Y' phase was missing throughout the period **01.10.2023 to 08.03.2024** whereas for Complainant, the 'Y' phase was missing in segregated manners i.e on **09.12.2023 at 11:58:44, 01.01.2024 at 13:12:52, 07.02.2024 at 10:15:047 and on 07.03.2024 at 15:32:22.**
5. This authority considering the austerity of the differences in the opinions in respect of same MRI data, thought it appropriate to give an opportunity to both the parties for settlement in the court room to resolve variances through mode of amicable settlement, by adopting means of conciliation in terms of Regulation-34, confining only to the extent of validation of the MRI data.
6. Both the parties agreed and Id. Counsel Sh. O.C. Sharma on behalf of Complainant and Sh. Manish Kumar, JOA-IT, ESD, Kala-Amb as



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Respondent attended validation duly assisted by the Assistant Engineer, Barotiwala in the absence of Assistant Engineer, Kala-Amb due to inability to attend the court on account of unavoidable circumstances.

7. After completion of validation of MRI data, both the parties authenticated the period of missing events of 'Y' phase and handed over the sheet of validation in the court room, duly signed by the respective representatives which was taken on record for further directions. The relevant remarks appended by the parties on the original sheet of validation are recapitulated here as under for the sake of reference:

"It has been amicably settled between the parties that the calculation of Rs.11,96,030.56/- will be confined to the period November,2023 to 07.03.2024 in terms of order 28.03.2025, passed by Id. CGRF in Complainant No.1515/2024/25. The method for calculating the 'Y' phase missing event from 11/2023 to 07.03.2024 would be similar to that of calculation of Rs.11,96,030.56/-"

Sd/-
Advocate O.C. Sharma
for Complainant.

Sd/-
Manish Kumar
JOA-IT, ESD-KALAAMB

8. The original sheet of conciliation is placed in the Case file of Complaint No. 16/2025 and a certified copy of the same is annexed as **Annexure-A** with this order for reference and record of individual.
9. After amicably settlement, this authority drew inferences that the Id. Counsel for Complainant also agreed on legitimate accord on following account:
- that the MRI data is in continuous succession and not in segregated form as contended prior to validation.
 - that now onwards, the period of 'Y' phase missing events shall be considered from November,2023 to 07.03.2024 in place of 01.10.2023 to 08.03.2024 as contended by the Respondents prior to amicable settlement.
10. After examining the order dt.28/03/2025 of Id. CGRF, it has been observed that the consensus of both the parties after amicable settlement also



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ultimately landed in line with the conclusive findings of Id. CGRF under para- (37) which is reiterated as below:

*“(37) Further, based on foregoing discussion, the Respondent is directed to re-assess the differential un-metered / un-billed consumption due to ‘Y’ phase current missing only from the consumption month of **November 2023 and up to 07.03.2024**. As a result, any excess recovered be refunded or any shortfall be recovered from Complainant in the next electricity bill”*

11. After listening to above accord in the court room on dt.16/06/2025 and examining the statement of amicable settlement, this authority concludes without any doubt that in the instant case for computation the period of ‘Y’ phase missing events shall be considered from ‘**November 2023 and up to 07.03.2024**’ which is also in line with above findings of Id. CGRF order dt.23.03.2025 as well as stands universally accepted by both the parties.
12. In view of foregoing findings, this authority lands to judicious platform and affirms in the interest of justice that the opinion of the Complainant on the consideration of MRI data in respect of ‘Y’ phase missing events in segregated form was not a viable proposition, instead the same is in continuous succession from ‘**November 2023 and up to 07.03.2024**’ in the instant case.

This closes the findings in issue-1

Issue No.2:

Further delving of the submissions made by the Complainant, it has been observed that the Complainant contends as under:

1. that the alleged demands of **Rs. 11,96,030.56/-** in terms of Annexure C-1 and Annexure C-2 on account of ‘Y’ phase missing for the period 01.10.2023 to 08.03.2024 and subsequent demand raised in terms of electricity bill dated 07.06.2024, Annexure C-4, for **Rs. 12,64,038/-** and also as arrears for **Rs. 12,79,826.78/-** in bill dated **08.08.2024** are unjustified, illegal, arbitrary and unsustainable in procedure.



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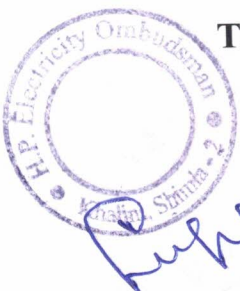


2. After concluding the findings under **Issue-1** above, this authority feels convinced and nourished that the period of 'Y' phase missing events is from '**November 2023 to 07.03.2024**' which stands collectively accepted by both the parties after amicable accord, further paves the way for judicious settlement and to assess the legitimacy of the demands/bills raised.
3. In view of above analysis and conclusion, this authority draws considered opinion that the impugned demand Note/bills were computed considering 'Y' phase missing events from 01.10.2023 to 08.03.2024 and not from '**November 2023 to 07.03.2024**' which has been consciously and amicably accepted by both the parties, affirms that the said demand Note requires fresh computation in the interest of justice.
4. As a sequel of discussions & findings, this authority lands to affirmative conclusion that the impugned demand for **Rs. 11,96,030.56/-** dated **16.03.2024** due to '**Y** phase current missing and consequential demands raised as sundry for **Rs. 12,64,038/-** in bill dated **07.06.2024** and further raised as arrears for **Rs. 12,79,826.78/-** in bill dated **08.08.2024** are not sustainable and **are considered erroneous** and quashed and fresh revised demand / bill be issued with revised due date of payment in line with above accord & in due cognizance to the following provisions of supply code, the very relevant extract is reproduced as under:

"5.7.3 if on examination of a complaint, the licensee finds a bill to be erroneous, a revised bill will be issued to the consumer indicating a revised due date of payment, which will not be earlier than ten days from the date of delivery of the revised bill to the consumer."

5.5 Additional charges for delayed payment of Electricity bills: -
(a) In case a consumer does not pay the bill by due date, late payment surcharge shall be payable as per the Tariff Order."

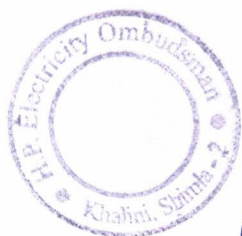
This closes the findings in issue-2





Issue No.3:

1. Scrutiny of the Representation reveals that under para-5 read with para-15, the Complainant contends that he is even aggrieved of the demand Notice dt.27/05/2024 for Rs.67,894/- raised by the Respondent towards recovery of short assessment on account of peak charges and asserts the said demand as unsustainable.
2. However, apparent to the documents placed on record and as discussed during arguments, it is meticulously transparent that the said demand does not fall in the period as well as in the category of missing events of 'Y' phase and exclusively attributes to recovery of short assessment on account of peak charges.
3. In view of above reference of record annexed as Annexure-R2 with the representation at page-49 which comprises short assessment of peak charges in respect of many other industries also and the instant industry appears at S.No.4, this authority draws considered opinion that the peak charges of Rs.67,894/- mentioned herein on account of short assessment are reasonable and warrants recovery in the interest of justice.
4. Further, with the opinion of this authority, the recovery effected by the Respondents on account of short assessment of peak charges by raising said demand through demand note dt. 27/05/2024 is just and sustainable.
5. It has also been observed that even the Id. CGRF after diligent findings in para (35) of its order dt. 28/03/2025 has upheld the demand dt. 27.05.2024 for Rs. 67,894/- on account of recovery of short assessment of peak charges.
6. In view of foregoing findings, this authority draws translucent inference that the impugned demand dt.27/05/2024 on account of short assessment of peak charges appears prudent in the instant case in the public interest and is **considered correct**. Hence, the said demand is held just and



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sustainable and the contention of the complainant is not considered tenable in the instant case.

This closes the findings in issue-3

L-Order:

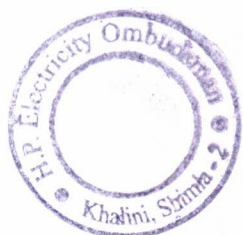
1. The order passed by the Consumer Grievance Redressal Forum at Kasumpti on dated 28/03/2025 in Complaint No. 1515/202408/25 is upheld.
2. The impugned demand for Rs. 11,96,030.56/- dated 16.03.2024 due to 'Y' phase current missing and consequential demands raised as sundry for Rs. 12,64,038/- in bill dated 07.06.2024 and further raised as arrears for Rs. 12,79,826.78/- in bill dated 08.08.2024 are quashed in terms of findings under Issue-1 read with Issue-2.
3. Accordingly, the Respondent Board is directed to reassess the amount confining to the period of 'Y' phase missing events from 'November 2023 to 07.03.2024' as settled amicably and raise fresh/revised demand/bill in accordance with the findings under issue No.1&2 within 15 days time excluding holidays from the date of issuance of this order.
4. The Complainant is directed to pay the requisite outstanding amount within 15 days excluding holidays from the date of issue of fresh/revised Demand/bill to avoid any coercive action thereof.



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5. The Respondent board is further directed not to take any coercive action till the expiry of above period.
6. In case of refund, the Respondent Board is directed to pay interest in terms of clause 5.7.3 of Supply Code read with Amendments if any.
7. The demand dt. 27.05.2024 for Rs. 67,894/- on account of recovery of short assessment of peak charges is upheld in terms of findings under Issue-3 and the Complainant is liable to pay in terms of clause 5.7.4 of the supply code, within stipulated time. In case of nonpayment by the Complainant, the Respondent Board is at liberty to take action within the ambit of prevalent provisions.
8. The Respondent Board is also at liberty to adjust the amount already paid, against the ensuing bills as per provisions.
9. Under the powers drawn in terms of Regulation 37 (3)(d) (e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, both Complainant and Respondent Board respectively are directed to keep awareness of taking prompt action in the event of defective metering and conduct periodic visits as per provisions to avert litigations.
10. The Respondent, Board is further directed to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for



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appropriate action by the Commission under the provisions of the Electricity Act, 2003 and brunt on individuals.

11. All stays imposed by this Authority are hereby vacated.

12. The Complaint filed by M/s Varav Biogenesis Pvt. Ltd., Plot No. 3A Industrial Area Village Johron Trilokpur Road, Kala Amb Tehsil Nahan Distt Sirmour (HP)-173030 is hereby disposed off.

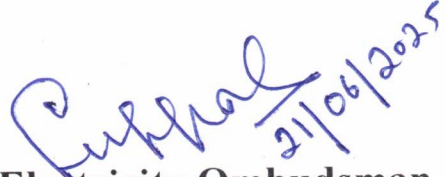
13. No cost to litigation.

14. The case file is consigned to record room and order is also placed at site as well as conveyed telephonically for the convenience of reference.

Given under my hand and seal of this office.

Dated: 21/06/2025

Shimla


Electricity Ombudsman