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

In the matter of: **Complaint No. 14/2025**

M/s Timex Group India Ltd. Plot No. 10 Ind Area Katha Baddi Distt Solan HP-173205

-Complainant

Vs

1. **Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004.**
2. **Sr. Executive Engineer, Electrical Division, HPSEBL, Baddi, Distt Solan HP-173205.**
3. **The Assistant Engineer (E), ESD, HPSEBL, Barotiwala, Distt. Solan (H.P)-174103**

-Respondents

Complaint No. 14/2025 (Registered on 24/04/2025)
(Orders reserved on 07/07/2025, Issued on 23/07/2025)

Counsel for:

The Complainant: -Sh.Rakesh Bansal, Authorized Representative
The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law
-Sh. Rajesh Kashyap, Advocate
-Er. Vidur Gupta, Assistant Engineer, ESD Baddi

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QUORUM
Er. Deepak Uppal
HP Electricity Ombudsman

Uppal

1. M/s Timex Group India Ltd.bearing Consumer ID 100012001908 is a consumer of HPSEBL under the Electricity Act, 2003 i.e. Section 2 sub-Section 15 as well as under Section 3 (d) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulation 2013 and the Respondents are distribution licensee under Section 2 sub-section 17 of the Electricity Act, 2003.
2. The Complainant is aggrieved of demand of Rs 11,41,286/- dated 12.09.2024 **(Annexure C4)** raised by the Respondent upon the Complainant due to phase current reversal in one phase resulting in less recording and billing of electricity of 2,14,030 units which was informed by Respondent to Complainant vide its letter dated 05.09.2024 **(Annexure C1)**.
3. The case was registered and received on 24/04/2025, 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. 1454/202411/35. In order to have clarity on the findings of ld. CGRF, the said order dt.28/03/2025 is first reiterated as under.
4. **<u>CGRF Order No.1454/202411/35 dt. 28/03/2025</u>:**

<u>ORDER</u>

(1) Complaint has been filed by M/s Timex Group India Ltd. Complainant bearing consumer ID 100012001908, is a

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consumer of HPSEBL who is a distribution licensee and Respondent herein;

(2) Grievance of Complainant is in terms of monetary demand of Rs 11,41,286/- dated 12.09.2024 (Annexure C4) raised by the Respondent upon the Complainant due to phase current reversal in one phase resulting in less recording and billing of electricity of 2,14,030 units which was informed by Respondent to Complainant vide its letter dated 05.09.2024 (Annexure C1). **The phase reversal in one out of three phases is observed by Respondent as well as the Forum from the Meter Reading Instrument (MRI) data of meter;**

(3) Complainant's allegation against the Respondent is that of not following the procedure as prescribed for the testing of meter in clause 4.3 and 4.4.2 (a) of the Supply Code, 2009 notified by the HP Electricity Regulatory Commission (or the HPERC);

(4) In the matter, Forum is of the opinion that in presence of MRI data which has recorded the data and events in meter occurring due to conditions of metering equipment such as current transformer (CT), potential transformer (PT) or inputs therefrom or other reasons and which is also available on record, there is no necessity for sending the meter for testing for the purpose of raising a monetary demand. Here the meter is not defective and inputs to the meter have been recorded.

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The present matter is one where in the past, there is phase reversal of current in one phase observed by the Respondent from the MRI data, which has resulted in less billing by the Respondent to the Complainant during such past period;

(5) In terms of Orders passed by the Forum on 29.01.2025 the Respondent was directed to give reasons for the phase reversal in meter. However, on 06.02.2025 the Respondent expressed its helplessness before the Forum, to give the underlying reasons for the said phase reversal;

(6) It is a known technical fact that the said condition of phase reversal of current in one phase of a meter of consumer is an abnormal condition simply not possible. A system phase sequence reversal affects other consumers as well which is not the case here. The Respondent during the final hearing stage had informed that no other consumers were affected thereby confirming the issue to be Complainant specific. In the present complaint where the Complainant is not a supplier of electricity but simply a consumer, which is also confirmed during the final hearing, Forum is absolutely sure and convinced that the condition of phase reversal in one single phase cannot simply occur especially when Complainant is not a supplier but consumer of electricity;

(7) Forum observes that though the Complainant may be at liberty to file complaint before this Forum in accordance with

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the provisions of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 notified by the HPERC, however, when the condition of phase reversal in one single phase discovered by the Respondent is an abnormal one, not simply possible, then it is for the Respondent to first take appropriate action under provisions of section 126 or section 135 of the Electricity Act, 2003. Even so more, once the said 'phase reversal' of current is discovered by the Respondent from the said meter MRI data, which was always with the Respondent, it has still failed to take action under the said provisions of law nor has it raised any objection to this effect at any stage in the complaint;

(8) However, once the Forum is convinced that the consumer is not a supplier of electricity, that the issue of one phase reversal in question is not a systemic one but specific to Complainant, then the only conclusion that the Forum can draw is that the present matter is beyond doubt covered under the provisions of section 126 or section 135 of the Electricity Act, 2003 which are in terms of Assessment for unauthorized use of electricity and Theft of electricity respectively. Accordingly, under the provisions of regulation 19 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 the matter ceases to remain and continue within Forum's jurisdiction and scope and thus cannot be proceeded with by

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the Forum and has to be first proceeded directly by the Respondent under the said sections 126 or 135 of the Act. The said regulation 19 reads as follows–

Quote

…..

…..

19. Limitations/ pre-conditions for submission of grievance. - The Forum may reject the grievance at any stage under any or more of the following circumstances: -

……

……

(b) in cases which fall under sections 126, 127, 135 to 139, 152, and 161 of the Act;

……

……

Un-Quote I

(9)In view of foregoing, Forum holds that even if no action was initiated by the Respondent before the institution of the complaint under the said sections 126 or 135 of the Electricity Act, 2003 nor any party raised any objection or reference to said sections of the Act during the proceedings in the complaint, still this cannot be a reason for the Forum to proceed further in the matter which in the opinion of the Forum is without doubt covered under the said sections 126 or 135 of the Electricity Act, 2003 and accordingly clearly bars the Forum from proceeding in the instant complaint; On aforesaid terms and under provision of sub-regulation 19(b) of the said HPERC Regulations, 2013, the complaint is not maintainable

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before this Forum and is accordingly dismissed.

5. As per record the Complainant had not submitted the proof of having deposited 50% of the disputed amount with the Respondents which was to be discussed during admission hearing, being mandatory in terms of Regulation 33(1)(g) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 **towards Limitation / pre-condition for submission of grievance.**

6. The complainant had also filed an Application under Regulation 36(1) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 and prayed for restraining the Respondent Board from disconnecting the electricity supply to the premises during the pendency of the complaint. The prayer granted as an interim relief till 26/04/2025 and was to be granted further after listening to both the parties on admission hearing. Accordingly, the case was listed for admission hearing on 26/04/2025.

7. **The Complainant Contends:**

   a. That the respondents communicated vide his letter dated 05.09.2024 (**Annexure C1**) that less energy charges were billed on account of phase reversal in one phase since 02/2023. The respondents alleged that 214030 units were less charged. The respondents also asked the complainant to install a new metering setup at his premises.

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b. That in response to the respondent's letter dated 05.09.2024, the complainant wrote a letter dated 10.09.2024 objecting to the demand on the basis of theoretical and arbitrary conclusion drawn by him from MRI data, while it was clear that the meter had malfunctioned.

c. That the complainant in the letter put forth various objections citing the provisions of the Supply Code, 2009 and requested the respondent to either install a check meter to establish his claim or alternatively change the meter and send the defective meter to testing laboratory for testing and confirming the suspicion of the respondent. The complainant also requested the respondent to supply the load survey data and MRI data for the period in question for the internal study and satisfaction of the complainant.

d. That on dt. 11.09.2024 the respondents issued a bill (**Annexure C3**) for the month of August, 2024, in which additional units 16340 kVAh were charged besides the energy consumption calculated on the basis of the readings of the meter.

e. That the respondent wrote another letter dt. 12.09.2024 (**Annexure C4**) trying to theoretically justify his demand once again while stating that the meter was not defective. The meter in question was still not sent for testing nor any check meter was installed. This time the respondents demanded a

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sum of Rs. 11,41,286/- as under billed amount and asked the complainant to deposit the said amount within 15 days.

f. That the complainant wrote another letter in reply to the letter of the respondents dated 12.09.2024 (**Annexure C5**), once again stating that the procedure does not allow the billing to be carried on the basis of theory, whereas the bill has to be based on the meter readings. Once again, the complainant requested for installing a check meter or alternatively getting the meter in question tested from the M & T laboratory. The complainant also objected to the addition of 16340 kVAh in the bill dated 11.09.2024. The complainant laid stress on the adherence to the notified procedure in such case.

g. That thereafter, the respondent installed a check meter in parallel to the existing meter. The complainant also compared the readings of the two meters on the site and found that the consumption recorded by both the meters were different and a variation of approximately 12% was noticed, whereas the check meter was recording slightly higher consumption than the existing meter, thus confirming the stand of the complainant that the existing meter was defective. But for the certainty, the laboratory testing of the existing meter was still necessary to establish the exact slowness and the nature of defects, if any.

h. That the respondent issued another bill for the month of September, 2024 (**Annexure C6**) in which the new reading

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of the existing meter was stated as 17348.73. The complainant observed that this reading was much ahead of the actual reading on the date of new reading which was 17318.02. The complainant approached the respondents once again stating that the bill was not issued on the basis of actual readings to which the respondents revised the bill and issued a bill dated 18.10.2024 (**Annexure C7**). The new reading in this bill was now shown as 17318.02. But 15340 kVAh units were charged over and above energy calculated by the readings.

i. That on dt. 28.10.2024 the complainant filed the grievance before the CGRF. The CGRF issued further directions on dt. 27.11.2024 to deposit Rs. 3,80,429/- as one-third of the demand notice amount on or before 09.12.2024. The complainant thereafter deposited the said amount.

j. That the respondents continued to cite the reasons as non-availability of meters in their stock for not replacing the defective meter in question and time and again asked the complainant to provide the meter at his own cost. Finally, the complainant, in order to end the future dispute purchased the meter and the CT PT unit for Rs. 70,800/- on dt. 10.01.2025 even though it is the responsibility of the licensee to provide the same. The respondents even failed to adjust/ refund the cost of meter and CT/PT to the complainant thereafter. The respondents have failed to comply with the procedure

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referred to in clause 4.4.8 of the Himachal Pradesh Electricity Supply Code, 2009.

k. that the complainant is aggrieved by the manner in which the Ld. Forum dealt with the grievance filed by the complainant against the supplementary demand of the respondents for Rs. 11,41,286/-, as well as the additional units that were charged in the bills over and above the regular consumption charged through meter readings, stated to be on account of alleged phase reversal in one phase.

l. That the Ld. Forum dismissed the complaint on the issue of maintainability after the final arguments carried out before it, even though the issue of maintainability was never a question from either of the parties during the proceedings. The complainant is further aggrieved by the observation of the CGRF that the matter relates to section 126 or 135 of the Electricity Act, 2003 in very uncertain terms.

m. That the complainant is also aggrieved by the fact that the extra units charged by the respondents are to the extent of 25 to 30%, which is beyond the accuracy level of 0.5% allowed as per CEA (Installation and Operation of Meters) Regulations, 2006 notified under section 55 of the Electricity Act, 2003, without a proper testing by the laboratory.

n. that the complainant is also aggrieved by the fact that the Ld. CGRF took no cognizance of the respondents not meeting the timelines defined in the HPERC (Distribution and Performance

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Standards) Regulations, 2010 and has put no penalty on respondents for defying the timelines. The respondents were dutybound by the procedure notified in the Chapter IV of the Electricity Supply Code, 2009. The Clause 4.3 deals with the testing of meters and Clause 4.4 deals with the defective meters. Para 4.4.2 (a) states that

"On receipt of the complaint from the consumer about their meter readings not being commensurate with his consumption of electricity, stoppage of meter, damage to the seal, burning or damage of the meter, etc., the licensee shall test the meter at site within the timelines as specified in the schedule to the Himachal Pradesh Electricity Regulatory Commission (Distribution Performance Standards) Regulations, 2010; and"

o. That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the said impugned orders are not consistent with the provisions of the Himachal Pradesh Electricity Supply Code, 2009 and the applicable rules and regulations.

p. That in Paras 6 and 7 of the order the Forum observed and concluded that the condition of phase reversal of current in one phase of a meter of consumer is considered an **abnormal condition** and is deemed **simply not possible**. But still, the Ld. CGRF failed to quash the demand of the respondents on stated to be on account of phase reversal.

q. That the Ld. Forum also concluded that the issue of one phase reversal in question, which is not a systemic issue is ***beyond doubt*** covered under the provisions of section 126 **or** section 135 of the Electricity Act, 2003, which pertain to

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unauthorized use of electricity and theft of electricity respectively.

r. That the Ld. Forum further observed that according to regulation 19 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, if the matter falls within the scope of section 126 or 135 of the Act, it ceases to remain within the Forum's jurisdiction, and must be *first* proceeded with by the Respondent under the aforementioned sections of the Act.

s. That the Ld. Forum also confirmed that even if no action was initiated by the Respondent before the institution of the complaint under the aforementioned sections, *nor was any objection or reference raised during the proceedings*, and that the matter is clearly covered by section 126 or section 135 of the Electricity Act, 2003, and therefore the complaint is not maintainable before the Forum and is accordingly dismissed.

t. That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the present matter is not at all a matter that falls into the ambit of section 126 or section 135 of the Electricity Act, 2003.

Section 126 of the Electricity Ac, 2003 deals with unauthorized use of electricity wherein the unauthorized use is defined as:

"unauthorized use of electricity" means the usage of electricity –

(i) by any artificial means; or

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(ii) by a means not authorised by the concerned person or authority or licensee; or
(iii) through a tampered meter; or
(iv) for the purpose other than for which the usage of electricity was authorised."

u. That there is neither of the kinds of unauthorized use suspected to be involved as there is nothing on record or any evidence with regard to use of any artificial means, unauthorized means, tampered meter or usage for a different purpose. Assessment under section 126 is carried out only when some of the above said circumstances are suspected and then verified by carrying out an inspection.

v. That similarly, Section 135 relates to theft of electricity and involves criminal proceedings by lodging an FIR immediately on detection of theft, which is not relevant in the present case. The Chapter 6 of the Electricity Supply Code, notifies the detailed procedure to be adopted by the licensee in the cases of unauthorized use and theft of electricity.

w. That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum has gone beyond the scope of the pleadings by the parties. None of the parties in the dispute ever raised the issue of unauthorized use or theft of electricity in the entire proceedings. The Ld. CGRF failed to remain within the scope of the grievance.

x. That the demand notice raised by the respondents is bad in law and deserve to be quashed as the respondents have raised the demand for additional consumption without even getting the

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meter tested to the satisfaction of the complainant. The complainant is also not satisfied with the quantum as well as the period of overhauling which has not been carried out as per procedure laid down in section 4.4 of the Supply Code.

y. That the action of the respondents asking the complainant to provide for the replacement meter and CTPT without adjusting such cost of meter and the CTPT is unjustified and is against the rules are regulations. The complainant can be charged for meter replacement only in the cases where the cause of meter burning/ defective is purely attributable to the consumer. In the present case, the meter on its own has gone bad and there being no fault of the consumer for the damage etc. caused due to his actions. It is further stated that the meter is installed outside the premises of the complainant.

z. In view of above the complainant sought following relief:

i. To direct the respondents not to take any coercive action in respect of the demand notice dated 12.09.2023, till the time this representation is disposed and to direct the respondents to immediately send the impugned meter and the CTPT for testing to its laboratory to determine its accuracy as well as any other defect;
ii. To quash and set aside the orders dated 28.03.2025 passed in Complaint No. 1454/202411/35 for the reasons stated in the representation;
iii. To direct the respondents to overhaul and recalculate the liability of the complainant only for the past period of six months as per provisions of 4.4.8(i) of the Supply Code, 2009 based on test results only;
iv. To direct the respondents to refund an amount of Rs. 70,800/- spent by the complainant to purchase for the replacement meter and CT PT unit;

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v. To impose appropriate penalty on the respondents under the HPERC (Distribution Performance Standards) Regulations for exceeding the time limit to replace the defective meter;
vi. To direct the respondents to pay interest on the amount charged in excess and the amount that is refundable to the complainant, at simple interest @ 15% p.a. on daily basis on the amounts already deposited against impugned demand notice;
vii. To direct the respondents to compensate the complainant towards cost of the complaint amounting to Rs. 1,00,000/-.

8. The matter was heard for admissions on 26/04/2025. The Authorized Representative for Complainant submitted a calculation sheet to substantiate proof of having deposited 50% of the disputed amount with the Respondents which was taken on record. However, the ld. counsel for Respondents added that it shall be in the healthy spirit if we get the calculation sheet confirmed from the concerned Assistant Engineer.

9. In terms of Application under Regulation 36(1) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, restraining the Respondent Board from disconnecting the electricity supply to the premises of the Complainant as well as stay the demand notice dt.23.08.2024 during the pendency of the complaint, the prayers granted after listening to both the parties.

10. The matter was admitted only to the extent of initiation of proceedings, subject to confirmation of 50% amount by the Assistant Engineer Concerned in the next date of hearing, as computed by the Authorized Representative for Complainant. In order to save time, the Respondent Board was directed to submit

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reply by 23/05/2025 and Complainant to submit Rejoinder if any thereafter. Accordingly, the case was listed for final arguments on 23/05/2025 subject to above confirmation.

11. Case called, the matter was heard on 23.05.2025. The Respondent Board submitted reply on dt. 21/05/2025 in compliance to this court's order dt.26/04/25 and subsequently, the Complainant was directed to submit Rejoinder if any by 30/05/2025. The concerned Assistant Engineer could not appear in the court room owing to some unavoidable pre-occupation and the ld. counsel for Respondents sought some more time for final arguments. Prayer granted. Accordingly, the case was listed for final arguments on 16/06/2025.

12. **The Respondent Contends:**

   a. That the supplementary demand which was issued by the respondents is perfect and legal and the complainant is liable to make payment of the said demand being statutory in nature.

   b. That it is vehemently denied that the respondents raised the demand notice and charged additional units based on hypothetical/irrational data, ignoring the rules and the regulations.

   c. That complainant is totally misconceived in its approach and understanding qua the applicability of the clause 4.4.8 of the HP Electricity Supply Code, 2009 in the present case, just for evading the liability of the statutory charges. It is submitted

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that clause 4.4.8(i) of the supply Code, is applicable when there is issue of the accuracy of the meter, but herein in the present case, neither there is issue of accuracy of the meter nor the meter was required to the sent for the testing in the lab.

d. that when there is clear and unambiguous evidences, available with the respondents, which substantiate the demand notices, the issue of the applicability of the clause 4.4.8 of the Code is not applicable.

e. That complainant was liable to bear the expenditure on account of the replacement of the CT/PT unit and there is no question or issue of the duress being imposed by the respondents.

f. That the accuracy of the meter is not involved, much less which involved the CEA (installation and Operation of meters) regulations, 2006, thus contention of the complainant is totally wrong and incorrect in its entirety.

g. That **the phase reversal may or may not be covered under section 126 of the Electricity act, 2003**, depending upon the facts and circumstance of the case. However, it is submitted that **demand raised by the respondents is legal and valid which is required to be upheld in its totality**. Further at the cost of the repetition, it is submitted that clause 4.4.8 of the Hp electricity Supply Code, 2009 is not applicable in the present case.

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h. that there is not issue of accuracy class of meter involved in the present case. **It is pure and simple case of the phase reversal thus the demand notice is legal** and valid and thus liable to be upheld by this ld Ombudsman.

i. On the above contentions of their response to the submissions placed by the Complainant, the Respondents prayed that keeping in view the facts and circumstances of the case at hand present complaint deserved only dismissal and impugned demand notice is required to the upheld in the interest of justice and fair play.

13. Case called, the matter was heard on 16/06/2025. The Complainant submitted Rejoinder in the court room during the course of hearing on dt.16/06/2025 which was taken on record. The ld. 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 initiated.

14. **The Complainant's Additional Submissions through Rejoinder:**

a. That the reply submitted by the respondents is vague, lacking in transparency, and fails to comprehensively address the core issues raised in the complaint. The issuance of the demand notice and subsequent charging of additional units to the complainant's energy bill are arbitrary, being unsupported by proper records or a detailed explanation.

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b. That further proceedings in this matter should not continue unless and until complete and necessary data is made available to this Hon'ble Authority. The issue involved is not routine in nature and warrants a detailed technical analysis, especially to verify possible metering inaccuracies.

c. That it was imperative for the respondents to justify the demand notice transparently and to provide full particulars to the complainant before incorporating the same into the energy bill. Despite repeated written requests dated 10.09.2024 and 19.09.2024, the respondents failed to provide the Load Survey and MRI data to the complainant.

d. That the MRI and Load Survey data must be obtained from the respondents and shared with the complainant to allow independent review and assessment.

e. That the respondents have not submitted phase-wise current and voltage data for all three phases. Furthermore, they have not provided the energy parameters for both forward and reverse energy flow on the disputed phase, as referred to in their notice. It is evident that reverse energy on a particular phase would result in a corresponding reduction in forward energy, thus skewing consumption figures. Therefore, the respondents must be directed to provide phase-wise forward and reverse energy data to substantiate their claim.

f. That the respondents have not complied with the procedure outlined in the Electricity Supply Code, 2009—specifically

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para 4.4.8—for overhauling the complainant's account, which is already detailed in the representation. Repeated requests by the complainant to send the meter to an approved laboratory for accuracy testing were ignored, which reflects poor conduct on the part of the respondents.

g. That the respondents also failed to install a check meter, despite this being another method to verify the accuracy of the original meter and being specifically requested by the complainant.

h. That the respondents have violated the timelines prescribed under the HPERC (Standards of Performance) Regulations, which mandate replacement of a defective meter within 56 hours. Failure to do so attracts compensation at the rate of Rs. 100 per day, which remains unpaid.

i. That under the applicable regulations, metering and its maintenance is the sole responsibility of the respondents. However, the complainant was effectively compelled to procure the replacement meter and CT/PT at his own expense during the pendency of proceedings before the CGRF. The respondents, in their reply, have not addressed the complainant’s legitimate claim for reimbursement of these costs.

j. That neither the respondents nor the Ld. Forum considered the plausible explanation that the abnormal energy recording

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in reverse mode could be a result of a technological fault in the electronic meter.

k. That the respondents, both before the CGRF and this Hon'ble Authority, have made no allegations of unauthorized use or theft of electricity, which are matters governed under Sections 126 and 135 of the Electricity Act. Despite this, the Ld. Forum made unwarranted observations on these sections, thereby exceeding its jurisdiction. The complainant's grievance was never in relation to any notice issued under these provisions.

l. That it is submitted before the Hon'ble Ombudsman that the complainant, in effect, has already deposited more than 50% of the disputed amount under this grievance, the detail of which is given below:

Disputed Amount:

Particulars	Amount (INR)
Amount as per demand notice	11,41,286.00
Extra units charged (49,510 @ Rs. 6.06)	3,00,030.60
Electricity duty @10% on extra units	30,003.06
Cost of CT/PT and Meter	70,800.00
Total Disputed Amount	**15,42,119.66**
50% of Disputed Amount	7,71,059.83

Payments Made:

Payments Made	Amount (INR)
As per Forum directions	3,80,429.00

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Amount paid in bills (items 2 & 3)	3,30,033.66
Cost of CT/PT and Meter	70,800.00
Total Paid	**7,81,262.66**
Excess of 50% Paid	10,202.83

PRAYER

m. In view of the foregoing submissions, it is respectfully prayed that this Hon'ble Ombudsman may be pleased to grant the reliefs sought in the original complaint, in the interest of justice and equity.

15. However, on dt. 16/06/2025 the arguments could be conducted partially as it was asserted that in the interest of justice the demand raised must be corroborated with some foolproof data. After long arguments, it was decided by both the parties that concerned Assistant Engineer representing Respondents shall come up with calculations based on check meter installed and for the period where check meter reading is not available some averaging means shall be adopted for legitimate validation. Accordingly, the matter was listed for final arguments on dated 07/07/2025.

16. Case called, the final arguments were conducted on 07/07/2025. Before initiation of final Arguments, the Assistant Engineer confirmed the deposit of 50% of the disputed amount with the Respondents in terms of above calculations. The Additional documents/submissions submitted by both Respondent and Complainant were also taken on record. The detailed arguments are as appended below.

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17. The Arguments of both during proceedings:

During final arguments both the parties were given due opportunity to argue their contentions at length.

a. The Authorised Representative for complainant-initiated arguments and reiterated all averments as cited under above para-7 of this order.

b. At the very outset, the arguments started on the issue of whether the instant matter falls within the preview of Section-126 or 135 as the ld. CGRF in its said order dt. 28.03.2025 had halted further proceedings in terms of regulation 19 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulation2013 by concluding that the matter stops to remain continue within Forum's jurisdiction and scope and thus cannot be proceeded with by the Forum when the same appears to be under section 126 or 135 and has to be first proceeded directly by the Respondent under the said sections 126 or 135 of the Act.

c. The Authorised Representative put forth during arguments that the respondents, both before the CGRF and this Hon'ble Authority, have made no allegations of unauthorized use or theft of electricity, which are matters governed under Sections 126 and 135 of the Electricity Act.

d. The Respondents during arguments emphasised that the phase reversal **may or may not** be covered under section

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126 of the Electricity act, 2003, depending upon the facts and circumstance of the case.

e. The Authorised Representative for Complainant further added that the overhauling of the accounts should confine to six months only in terms of clause 4.4.8(i) whereas the ld. Counsel for Respondents reiterated their stand in line with the reply submitted and argued that the applicability of clause 4.4.8(i) warrants when the accuracy of the meter is challenged which is not the case here and further extended arguments that the contention on overhauling for six months does not qualify, as apparent to the MRI report ,the period since when the reversal of one phase was noticed, occurred from 2/2023 onward and MRI data provided concrete cut off date which cannot be ignored.

f. Thereafter, both the representatives i.e Assistant Engineer as Respondents and Authorised representative for Complainant were given an opportunity to discuss with each other on the calculation sheet which was prepared independently at their respective ends so as to determine an acceptable methodology at either end to arrive at some prudent solution for computation in the interest of justice.

g. After an independent discussion of half an hour in the court room, both representatives placed their respective calculation sheets before this authority and very important point was brought to the notice of this authority that in

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respect of the new meter which was purchased and provided by the Complainant company, recorded 11.87% difference in consumption whereas the check meter installed recorded 20.44% difference in consumption w.r.t. the old one. Due to difference in %, an issue arose as to which meter is to be considered for computation of consumption. However, after long deliberations, both the parties arrived at common understanding that the decision of this authority shall be honoured. The calculation sheets supplied during final arguments by both were also taken on record for scrutiny and findings.

h. The Authorised Representative for Complainant also discussed during arguments that the Complainant, in order to end the future dispute purchased the meter including the CT, PT unit for Rs. 70,800/- on dt. 10.01.2025 which is to be refunded. On the other hand, the ld. Counsel for Respondent and Assistant Engineer showed reservations in the beginning, however, after recalling the relevant directions of the Hon'ble HPERC and advancing of arguments, felt convinced and asserted with a proposal that these days the installation work of smart meters is in progress and the said meter in question alongwith CT, PT unit shall be returned to the complainant immediately after the smart meter is installed. The authorized representative for complainant agreed on this proposition of settlement.

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18. The arguments made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable. Both ld. Counsel for Respondent Board and the Authorized Representative for Complainant advanced their arguments to the brim. After hearing both the parties at length, the order was kept reserved for delving the contentions and averments made by both the parties during final arguments to the depth before issuance of final order.

19. The case file bearing Complaint No. 1454/202411/35 and orders passed on dated 28.03.2025 by the Consumer Grievance Redressal Forum Kasumpti, Shimla-171009 have been requisitioned and gone through and the relevant extract from para (1) to para (9) of the said order has been reiterated under the "**para-4**" above to arrive at legitimate conclusion.

20. The documents annexed and placed on record, arguments offered by both the parties(**para-17**) have also been gone through in depth.

21. The appropriate Acts, Supply Codes, Tarif Orders have been referred to for clarity.

22. The contentions of the Complainant detailed under **para-'7'**, response of Respondent Board detailed under **para-'12'**, Rejoinder under **para-'14'** and Arguments conducted at length & placed under **para-'17 '**, gathers considered opinion to pursue for the detailed analysis **on merit**.

23. This authority first would like to explore on the issue whether the instant case falls under the scope of Section-126,135 or not. After

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examining the reply of the Respondents under para-3.3, here placed at **para-12(g)** above read with submissions of Complainant in para- 3.2 to 3.3 (a to c), here placed under **para-7(s to v)** above and the arguments advanced among the parties, this authority extracts vivacious feelings on the uncertainty of all concerned to accept whether the phase reversal in this specific case falls under Section-126,135 or not. This attracts reiteration of exact averments made here in the reply submitted by the Respondents under the said para, the very relevant part is recapped as beneath to facilitate further perusal to make judicious findings:

*"That the phase reversal **may or may not** be covered under section 126 of the Electricity act, 2003, **depending upon the facts and circumstance of the case.**"*

24. The above specific quote of reply fetches deep meaning on the vibrant averments **"*may or may not*"** when on the other hand ld. CGRF in its order dt.28.03.2025 under para-(9) had stopped further pleadings with the opinion that the event falls under Section-126. The same needs to be recapitulated for the sake of clarity:

Para-(9)

*" In view of foregoing, Forum holds that **even if no action was initiated by the Respondent before the institution of the complaint under the said sections 126 or 135 of the Electricity Act, 2003** nor any party raised any objection or reference to said sections of the Act during the proceedings in the complaint, still this cannot be a reason for the Forum to proceed further in the matter which in the opinion of the Forum is without doubt covered under the said sections 126 or 135 of the Electricity Act, 2003 and accordingly clearly bars the Forum from proceeding in the instant complaint;*

On aforesaid terms and under provision of sub-regulation 19(b) of the said HPERC Regulations, 2013, the complaint is not maintainable before this Forum and is accordingly dismissed."

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25. After scrutiny of the reply submitted by the Respondents before the ld. CGRF it became categorically clear that the Respondents did not initiate any action in this direction under Section-126, rather raised the demand note on differentials on the basis of circumstances prevailed and asserted this demand notice as legal and valid, considering this being pure and simple case of the phase reversal and further prayed that this is liable to be upheld by this ld Ombudsman.

26. It is also observed that even the ld. CGRF under para-9 above has given an explicit mention on 'no action' taken by the Respondents under section-126, 135 before institution of Complaint, the relevant extract is again repeated as under for the sake of transparency:

"------Forum holds that ***even if no action was initiated by the Respondent before the institution of the complaint under the said sections 126 or 135 of the Electricity Act, 2003*** *nor any party raised any objection or reference to said sections of the Act during the proceedings in the complaint-------,"*

27. After referring to the contentions of both the parties through their respective submissions, the arguments advanced, the findings of the ld. CGRF which is correct in principle and conclusive analysis after the scrutiny that **'no action'** was initiated by the Respondents under the said section 126 or 135 even before institution of the Complaint' as asserted by ld.CGRF , puts this authority at edge to land to the austerity of the circumstances that kept Respondents on hold not to take action under section 126 or 135.

28. However, the reply submitted by the Respondents before this court that *"the phase reversal* ***may or may*** *not be covered under section*

126 of the Electricity act, 2003, ***depending upon the facts and circumstance of the case."*** even after the findings of ld. CGRF, puts this authority under constraints to give benefit of doubt to the act that restrained the Respondents to take action under secton-126 or 135 and in the interest of justice to avert further aggravation of litigation, it is considered legitimate in the present circumstances to proceed with an understanding giving benefit of doubt to the facts & circumstances as considered fit by the Respondents at that point of time by not dealing the case under section-126 and exercised the situation as a simple case of phase reversal w.e.f. 02/2023 in line with MRI data.

29. After exerting exhaustive analysis on this issue, this authority draws a considered opinion on the action taken by the officers (Respondents) that the officers appointed in the fields are well qualified and wise enough to take appropriate decision/action depending on the facts and circumstances as they have also quoted the same and apparent to the record, not taken any action & adopted any procedure in terms of sectio126 or 135.

30. On observing the direct and in direct reluctance of the respondents while submitting reply on the apprehension "**may or may not**" and considering the action of the field officers as first line of action in due cognizance to the then facts & circumstances as replied , this authority feels that further intervention in the interest of justice shall jeopardize the line of action at this belated stage when the action has attained its finality which had been taken long back with

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the best of the wisdom of the officers and has not been opposed by any of the parties in their respective submissions except for resentment on the part of computation in case of demand note raised which needs further adjudication.

31. In view of foregoing analysis, this authority also affirms that the instant case is not being governed under the provisions of section-126 or 135 and as a natural law of justice, takes a pace to adjudicate remaining issues in line with above findings.

32. The Complainant's contention under para-3.9 of representation against the Respondent regarding not following the procedure as prescribed for the testing of meter in clause 4.3 and 4.4.2 (a) of the Supply Code, 2009 notified by the HP Electricity Regulatory Commission (or the HPERC) , this authorities agrees with the opinion of ld.CGRF in its said order dt.28.03.2025 in para-(4) which may be referred under above **para-4(3)&(4)** of this order and for the sake of brevity, not reiterated here.

33. This authority proceeds further to examine whether clause 4.4.8(i) of the supply code is applicable in the instant case for settlement on preceding six months as contended when the MRI data recorded by the meter has meticulously provided the reversal status of one phase since 02/2023 based on which the demand note was raised by the Respondents.

34. This authority in the instant case agrees with the Respondents reply under para 2.3 read with para 3.5 to 3.10 and further read with the opinion of ld. CGRF order dt.28.03.2025 in para(2)&(4) placed

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above under **para-12(c, d) & 4 (2)(4)** of this order and deduces that MRI data is a conclusive proof of having consumed less quantum of energy against actual consumption during the period of dispute, further establishes that the **"Register"** of the meter was capable of recording and registering the events under these phase reversal conditions, which this authority infers that these are sufficient to provide inputs for computation during the period of dispute and can be legitimately considered as cut-off dates for start of computation period i.e. w.e.f. 02/2023 in the instant case. Since, the MRI data retrieved has provided clarity of phase reversal as well as the status of complainant meeting full requirements at the cost of Respondent Board by paying less, is a valid proposition for judicious settlement.

35. In terms of above conclusive findings, this authority feels it pertinent to mention that during the said period , the Complainant enjoyed full production of goods by paying less to the Respondent Board and in the interest of justice it shall be appreciable if the Complainant also understands after resorting to detailed arguments that in the healthy spirit of society , if the legitimate differential amount is raised by the Respondent in any later stage due to bona-fide mistake which **in fact is its own amount of past consumption** which due to metering defect(phase reversal) could not be raised and now due to retrieval of factual cut off dates of defective metering translucent through MRI data, is being raised.

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36. In view of above analysis, it is asserted with considered opinion that since the tangible status of the events providing cut off dates have been established through MRI data, the applicability of the clause No. 4.4.8(i) of the supply code upon which the Complainant is relying in isolation does not prove its sanctity when read in conjunction with clause. 4.4.8(ii)&(iii) of the Electricity Supply Code-2009 and subsequent amendments thereof.

37. From foregoing findings, this authority draws following inferences:

a. that if a meter is found defective and no dependable data is available, billing adjustments are typically limited to a specific period as contended by the Complainant, preceding six months from the date of detection of the defect.

b. that when reliable MRI data is available as in the instant case, it should be used to determine actual consumption, and billing adjustments be made for the entire period in terms of clause 4.4.8(ii).

c. that the six-month limitation is only applicable when actual consumption data is not available and accuracy class of the meter is suspected which is not the case here as it is a simple case of phase reversal as per Respondents and MRI data defines the cutoff date as to since when it occurred.

38. As a sequel of above discussion, this authority draws considered opinion that the submissions of the Complainant in the instant case on this issue does not carry any substance and merit, as the instant matter is governed by its own applicable statute & virtues and concludes that when the factual matrix is supportive, the judgement should not carry the burden of conjectures & surmises on its shoulders as the instant matter is based on the factual status of retrieval of phase reversal by the MRI data w.e.f. 02/2023 , itself is a foolproof evidence for judicious settlement in consonance with the settled principle, hence, does not qualify Complainant's contention on application of clause 4.4.8(i) of the supply code in isolation i.e warrants settlement for the complete period in accordance with clause 4.4.8(ii),(iii) in line with MRI data , not for mere six months as contended by the Complainant and is liable to pay for the differential demand raised by the Respondent for the whole period of dispute in terms of prevalent provisions.

39. During the course of final arguments another issue arose as to which meter reading is to be relied upon while making calculations for differential consumption of disputed period i.e whether of new meter installed by the Complainant or the Check meter installed by the Respondents when both the meters were showing different % of differences w. r. t. old one.

40. In order to sort out the above differences, both the representatives i.e Assistant Engineer as Respondents and Authorised representative for Complainant were given an opportunity to discuss with each other on the calculation sheet which was prepared independently at their respective ends so as

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to arrive at some prudent understanding to land to acceptable methodology for computation in the interest of justice.

41. After an independent discussion of about half an hour in the court room, both the representatives submitted their respective calculation sheets and very important point was brought to the notice of this authority that in respect of the new meter which was purchased and provided by the Complainant company, recorded 11.87% difference in consumption & the check meter installed recorded 20.44% difference in consumption w.r.t. the old one.

42. In spite of long deliberations on this issue owing to differences in % of respective meters, the parties could not conclude any balanced proposition and arrived at common understanding that the decision of this authority shall be honored.

43. In view of above conscious decision of both the parties, after examining the arguments as well as contentions to the depth, this authority under such state of confusion when both the meters were showing different % , considers it just and legitimate to compute differential consumption on the bases of average of both these above % i.e. average of 11.87% & 20.44% from the day the reversal of one phase noticed up-till the date, the new meter supplied by the consumer was installed which is also supported by the meter testing report as placed by the Authorized Representative for complainant during arguments and was also taken on record.

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

44. In accordance with above findings, the order is hereby issued as under:

45. **Order:**

1. **The order passed by the Consumer Grievance Redressal Forum at Kasumpti on dated 28/03/2025 in Complaint No.1454/202411/35 is upheld in principle and the para's contrary to the findings of this order are considered quashed.**
2. **In terms of findings under para- 39 to 43, the demand dt. 12/09/2024 of Rs. 11,41,286/- and any subsequent additional demand thereof is quashed and set-aside.**
3. **The Respondent Board is directed to first check the cut off date from the record in line with MRI data as have been mentioned in the order before raising the fresh demand so as to curb further mistake.**
4. **The Respondent Board is accordingly directed to reassess the fresh demand after accounting for/adjusting the amount earlier paid and raise the same within 15 days excluding holidays from the date of issue of this order in terms of directives under above para-43 i.e. average of 11.87% &20.44% from the day (02/2023) the reversal of one phase noticed through MRI retrieval up-till the date the new meter supplied by the consumer was installed on 10.01.2025.**
5. **The Complainant is directed to pay the requisite outstanding amount within 15 days excluding holidays from the date of**

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issue of fresh Demand Note/bill to avoid any coercive action by the Respondents.

6. **The Respondent Board is directed to return the meter alongwith CT, PT units to Complainant, immediately after the replacement of same by means of smart meter in terms of findings under para-17(h) which were purchased & provided by the Complainant as per record.**
7. **In case of refund (*till it remains as an excess amount with the Respondent*), the Respondent Board is directed to pay interest in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 for the period till applicable read in conjunction with the Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified on 20th January,2022 for the period falling within the scope of amended Regulation 26a(ii) in due cognizance to the prospective effect of such amendments, not in isolation.**
8. **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 about the healthiness of the system by making frequent inspections in accordance with the prevalent provisions to avert any such type of unprecedented litigations.**

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9. All stays imposed by this Authority under Regulation 36(1) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 are hereby vacated.

10. In case of refund, the Respondent Board is further directed to adhere to the timelines as per provisions so as to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for appropriate action by the Commission under the provisions of the Electricity Act, 2003 and onus on individuals.

11. The Complaint filed by M/s Timex Group India Ltd. Plot No. 10 Ind Area Katha Baddi Distt Solan HP-173205 is hereby disposed of.

12. No cost to litigation.

13. 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.

H.P. Electricity Ombudsman Khalini, Shimla-2

Dated: 23/07/2025

Shimla

23/07/2025

Electricity Ombudsman