



In the matter of:

Complaint No. 24/2025

**M/S Kundlas Loh Udyog, Village Balyana, PO Barotiwala, Tehsil Baddi,
District Solan, HP-174103**

– Complainant

Vs

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

-Respondents

Complaint No24/2025 (Registered on 08/07/2025)

(Orders reserved on 16/09/2025 , Issued on 29/09/2025)

Present for:

**The Complainant: - Sh. Rakesh Bansal, Authorized Representative
-Sh.Manik Sethi, Advocate
-Sh.Tawarsu , Advocate**

**The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law
- Sh. Rajesh Kashyap
-Er. Vidur, AEE, ESD Engineer Barotiwala**

QUORUM

**Er. Deepak Uppal
HP Electricity Ombudsman**

- 1. M/S Kundlas Loh Udyog, Village Balyana, PO Barotiwala, Tehsil Baddi, District Solan, HP-174103 have filed an Application, received on 07/07/2025 & registered on dt.08/07/2025 under the liberty to approach this authority in**



Deepak Uppal



terms of judgement passed by Hon'ble H.P. High Court in COPC No. 485 of 2025 dt.04.06.2025 and Hon'ble Himachal Pradesh Electricity Regulatory Commission in petition No. 129/2024 dt. 17.06.2025.

2. It has also been observed that under the behest of said orders, the Complainant has also filed an application under Regulation 36(1) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 along with the main representation with prayer that this application may kindly be allowed and during the pendency of this Appeal/Representation, the recovery of the amount of Rs. 20,92,000/- may be directed to be stayed.
3. The matter was listed for admission hearing on 29/08/2025 but due to unprecedented rainfall and unpredictable weather forecast, adjourned and again fixed for admission hearing on 04.09. 2025. In order to facilitate further pleadings in a comfortable domain, the contentions of the complainant first need to be recapitulated as under in totality to understand the intricacy and steps taken by the Complainant before different courts of law from 18.12.2023 till date.

4. The Complainant's Specific Submissions:
PROLOGUE/ BACKGROUND:

That Kundlas Loh Udyog, is filing the said complaint through Sh. Rajiv Singla, authorized representative of the firm, who has been authorized vide resolution to sign, institute, verify swear affidavits, suits, complaints, appeal and other proceedings to protect the interest of Kundlas Loh Udyog and to engage counsel(s)/Advocate (s)/ representatives (s). The complainant firm is filing the said representation in terms of the **judgement passed by Hon'ble H.P. High Court in COPC No. 485 of 2025 and HPERC in Petition No. 285/2025**. The complainant/applicant company is a consumer under the Electricity Act, 2003 i.e. Section 2



[Handwritten signature]



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

sub-Section 15 and the respondents are distribution licensee under Section 2 sub-section 17 of the Electricity Act, 2003. The complainant company is also a consumer under Section 3 (d) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulation 2013. The respondents/non-applicants have failed to execute the orders passed by the Hon'ble Ombudsman in Case No. 25 of 2023 in true spirit.

1. Facts of the Case

Date	Event	Annexure
18.12.2023	The complainant had approached the Hon'ble Ombudsman against the orders dated 20.08.2020 passed by the Forum in complaint no. 1453/202311/33. The said representation was disposed by the Hon'ble Ombudsman quashing the orders passed by the Forum on 08.04.2024.	C1
	When the attempts to seek compliance of Ombudsman orders were not fruitful, the complainant approached the Commission vide filing no. 129 of 2024 for initiating the matter of non-compliance proceedings u/s 142 of the Electricity Act, 2003	
16.05.2025	The complainant also approached the Hon'ble High Court vide CMPMO No. 224 of 2025. The Hon'ble High Court vide judgement dated 16.05.2025, vide which the Hon'ble Court ordered that the respondents will not insist for the payment of bills to the extent of amount claimed by the petitioner. But the respondents still did not comply with the orders passed in the CMPMO. The complainant thus filed COPC No. 485 of 2025 for initiation of contempt proceedings.	C2
30.05.2025	The complainant wrote letter dated 30.05.2025 to the respondents to issue fresh bill in terms of the orders in the CMPMO No. 224 and also COPC No. 485 of 2025, highlighting the issue in the instant representation among other issues.	C3
30.05.2025	The respondent wrote letter dated 30.05.2025 clarifying his stand.	C4
02.06.2025	The complainant wrote another letter on the remaining issues that remained to be satisfied, which also consisted of the issue in the present grievance.	C5
04.06.2025	The Hon'ble High Court, disposed the Contempt Petition COPC No. 485 of 2025 in terms of order dated 04.06.2025. The respondents had refunded to the complainant a sum of Rs. 1,24,15,284/- against the amount of Rs. 1,45,07,284/- claimed by the complainant towards the amounts due from the respondent vide his letter dated 30.05.2025. The part amount of interest is still remained to be refunded/ adjusted. The	C6



Ruphal



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

	Hon'ble Court had granted liberty to the complainant to file appropriate proceedings in appropriate court of law, qua issue of interest.	
17.06.2025	The Commission also vide its orders dated disposed the non-compliance petition, granting liberty to the complainant to approach the Ld. Ombudsman in case the complete amount as per Ombudsman orders is not released.	C7
04.07.2025	The complainant prefers the instant representation.	

2. Details of the Grievance:

- 2.1** That the complainant is aggrieved by the non- payment of interest by the respondents on the sum due as a consequence of the orders dated 08.04.2024 passed by the Electricity Ombudsman in Case No. 25 of 2023. The point no. 4 of the Para 8 of the order specifically states as below:
- “4. The respondents are further directed to refund the excess amount charge, if any, on account of wrong application of tariff within a period of 30 days from the issue of this order but not later than 03.07.2023. In case of delay beyond 30 days, the interest @15% shall be applicable in line with the Clause 5.7.3 of the Himachal Pradesh Electricity Supply Code, 2009.”*
- 2.2** That as per orders of the Ombudsman the order was to be complied by 08.05.2024 positively. The respondents did not comply with the orders within the stipulated time and has implemented the order only on 02.06.2025, on the directions of the High Court after a delay of more than one year
- 2.3** That the respondents did not pay interest @ 15% for the period starting from the date of wrong billing/ excess recovery and has rather calculated the interest for the period only after the date of orders passed by the Hon'ble Ombudsman.
- 2.4** That the present representation is maintainable in terms of the liberty granted by the Commission in its orders in 285 / 2025 dated 17.06.2025 and also the liberty granted by the Hon'ble High Court in COPC No. 485 of 2025.

3. Grounds/ Contentions of the Complainant:

Feeling aggrieved and dissatisfied by the less refund given to the complainant, the complainant is left with no other option/ remedy but to file the present representation on the following grounds:

- 3.1** That the Point No. 4 of the operational part of the order is very clear that the interest has to be paid to the complainant in line with the clause 5.7.3 of the Supply Code, 2009 @ 15%, in case the excess amount is not refunded within 30 days. It is clearly proven that the refund was not processed within the 30 days and hence the interest has to be paid as per Clause 5.7.3. Clause 5.7.3 further provides for payment of interest for the period starting from the date of excess recovery/ billing upto the date of actual payment.
- 3.2** That the respondents are merely trying to distort the meaning of the words in the order and to deprive the complainant from his legitimate right under clause 5.7.3 of the Supply Code, 2009.
- 3.3** That the respondents may still have had a case provided they implemented the refund ordered by the Ombudsman within 30 days, which is not at all the case.



Ruphal



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

- 3.4 That the Orders passed by the Ld. Ombudsman did not absolve the respondents from interest on past period that had expired before the passing of the orders, as the same is already provided in the Supply Code, 2009 and needs no further intervention.
- 3.5 That it is a settled law and the issue has been adjudicated by the High Court of Himachal Pradesh that interest is the right of the consumers as it has also been held in terms of the judgement in CWP 7255 of 2021 which further relies on the judgement in CWP No. 2100 of 2021 in the case of M/s HPSEBL versus HPSEBL.
- 3.6 That the respondents are adopting a pick and choose approach and are discriminating by not paying the interest to the complainant while in the exactly similar case in the Case of Vardhman Ispat Udyog in Case No. 18 of 2023, the interest has been already paid as is being claimed by the complainant in the instant petition.
- 3.7 That the act of the respondents in litigating the matter and not complying has added to the complainant's cost of litigation without any fault on the part of the complainant. Merely, the allowance of differential interest which the complainant is seeking to be settled in this representation is also far less than the cost of repeated litigation incurred by the complainant.
- 3.8 That the order passed by the Ld. Ombudsman already specifies the provision under clause 5.7.3 of the Supply Code, 2009, in line of which the interest has to be calculated. Therefore, even the rate of interest doesn't call for any further interference.
- 3.9 That the complainant has a justifiable case in the interest of natural justice, which does not call for any modification of the original order dated 08.04.2024, and the matter only pertains to proper execution of the said orders.

3 Prayer

In view of above the complaint prays as below:

- To direct the respondents to pay the balance amount of interest on the amount that remained overcharged to the complainant on the issue of wrong tariff, from the date of overcharging till such amount is refunded i.e. 02.06.2025;
- To direct the respondents to pay further interest on the remaining amount of Rs. 20,92,000/-, still remaining to be paid after 02.06.2025 in line with the interest rates provided in clause 5.7.3 of the Supply Code, 2009 till the time it is actually paid in totality;
- To direct the respondents to compensate the complainant towards cost of the complaint amounting to Rs. 20,00,000/-.
- To Call for the record of the case.
- Any other or further orders which this Hon'ble Ombudsman may deem fit and proper, in the facts and circumstances of the case may kindly be passed in favour of the complainant company and against the respondents'/distribution licensees.

5. Case called, the matter was heard for admissions on 04.09.2025.

The Authorized Representative for the Complainant sought adjournment through an application dt.04.09.2025 under the hand of Id. Counsel Sh. Manik Seithi sent through an Advocate





Sh.Tawarsu who was sent to attend the matters as per said communiqué on behalf of the Complainant.

6. Since, it was a matter of admission only, in order to avoid further delay in the initiation process of proceedings, the matter was discussed both with the Id. Counsel for Respondents as well as Id. Advocate who was deputed to attend the matters as per said communiqué on behalf of the Complainant. Accordingly, the matter was admitted to the extent of initiation of proceedings with directions to the Respondent Board to submit reply on or before 12/09/2025 with a copy of reply to the Complainant and Rejoinder if any, to be submitted by the Complainant immediately thereafter. Accordingly, the case was listed for final arguments on dated 16/09/2025.

7. Case called, the matter was heard. The Respondent Board submitted reply on 16.09.2025 in the court room which was taken on record. The Complainant Representative and the Id. counsel for Complainant did not submit any Rejoinder rather preferred oral arguments. To have an overview of the reply submitted by the Respondents, the same also needs to be reiterated as under in totality to have composite view of both submissions and subsequent response.

8. The Respondent Contends (Reply):

Preliminary submissions:

1. That the present complaint is not maintainable in the eyes of law.
2. That there exists no cause of action in favour of the complainant and against the respondents.
3. That the directions of the Id. Ombudsman dated 08.04.2024 and the subsequent directions of the Hon'ble High Court in CMPMO No. 224/2025 dated 16.05.2025 and



Ruppal



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

COPC No. 485/2025 dated 22.05.2025 have already been duly complied with by the Respondent-Board. A compliance affidavit has also been filed before the Hon'ble High Court. Hence, no further interference is warranted by this Ld. Ombudsman.

4. That the complainant has suppressed material facts before this Ld. Ombudsman and, therefore, the complaint as filed is liable to be dismissed at the very threshold.

Reply on Merits:

1. The contents of the relevant paras, insofar as they pertain to matters of record, are not denied. However, the remaining averments, being contrary to record, are wrong and denied.
2. As per the order of this Ld. Forum, the Respondent-Board was directed to settle Case No. 25/2023 in line with the Appellate Forum order dated 03.06.2023 passed in Complaint No. 11/2023, titled M/s Vardhman Ispat Udyog vs. HPSEBL, adhering to all relevant provisions in respect of refund, interest, etc.
3. The operative portion of the Ombudsman's order in Case No. 11/2023 dated 03.06.2023 reads as follows:

"The Respondents are further directed to refund the excess amount charged, if any, on account of wrong application of tariff within a period of 30 days from the date of issue of this order but not later than 03.07.2023. In case of delay beyond 30 days, interest @ 15% shall be applicable in line with Clause 5.7.3 of the HP Electricity Supply Code, 2009."

4. In compliance with the above directions and further orders of the Hon'ble High Court in CMPMO No. 224/2025 dated 16.05.2025 and COPC No. 485/2025 dated 22.05.2025, the Respondent-Board has refunded a sum of ₹1,24,15,284/- to the complainant in the energy bill raised in May 2025. A copy of the compliance communication issued to the consumer is annexed herewith as Annexure R-1.
3. **Reply to Ground of Representation:**
 1. The contents of the grounds raised are wrong and denied. The refund directed by the Ld. Ombudsman vide order dated 08.04.2024 has already been duly effected in the consumer's energy bill of May 2025.
 2. The said order of the Ld. Ombudsman explicitly provides that liability to pay interest arises only in the event of delay beyond 30 days from the date of the order. Accordingly, interest @ 15% per annum was allowed w.e.f. 08.05.2024 (i.e., on expiry of the 30-day period) until the date of refund in May 2025, strictly in accordance with Clause 5.7.3 of the HP Electricity Supply Code, 2009.
 3. Thus, the complainant has already been refunded the entire principal excess amount along with interest strictly as per the Ombudsman's order and the statutory provisions.
 4. The contention of the complainant that interest should run from the inception of tariff application is misconceived. Nowhere in the tariff orders notified by the Hon'ble HPERC is it provided that tariff is to be levied on the basis of "availed voltage" instead of "standard supply voltage." The bills raised by HPSEBL prior to the Ombudsman's order were strictly in accordance with the tariff schedules notified by the Regulatory Commission. Therefore, such billing cannot be termed as "incorrect levy ab initio."
 5. The finding of the Ld. Ombudsman operates prospectively from the date of the order and has already been fully complied with by the Respondent, both in respect of refund and in respect of interest liability post-expiry of the 30-day period.
 6. The allegation of the complainant that the Respondent is "distorting the meaning" of the Ombudsman's order or "depriving" the complainant of rights under Clause 5.7.3 is baseless, untenable, and denied. The Respondent has implemented the Ombudsman's directions strictly as written, without deviation. The complainant, despite having received full refund with applicable interest, is attempting to derive double benefit by misinterpreting the order. That the contents of this para are





wrong and incorrect hence denied. It is most respectfully submitted that the refund directed by the Hon'ble Ombudsman vide order dated 08.04.2024 has been duly affected by the Respondent-HPSEBL in the energy bill generated during May 2025.

Prayer

In view of the submissions made hereinabove, it is most respectfully prayed that the complaint/representation of the complainant be dismissed with costs, as being devoid of merit.

9. At the very outset, observed some errors apparent on the face of record submitted by the complainant and warrants corrections being important references. Hence, forth may be read as under where so ever they appear in the Representation filed by the Complainant:

i. CGRF Order dt. 20.08.2020 **be read as 21.11.2023**

ii. Commission's 285/2025 dt.17.06.2025 **be read as 129/2024**

10. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the relevant record on 16.09.2025 and with mutual Conesus of both the parties, the final arguments were conducted. The gist of the arguments is placed as below for analysis and findings thereof.

11. The Arguments of both during proceedings :

The final arguments were conducted on 16/09/2025 and both the parties were given due opportunity to argue their contentions to the brim.

a. At the very outset, the Id. Counsel for Complainant addressed contentions as stands recapped above under **Para-4** of this order and placed his point strongly with the reiteration that the complainant is aggrieved by the non- payment of interest





by the respondents on the sum due as a consequence of the orders dated 08.04.2024 passed by this authority in Case No. 25 of 2023 and further added that in line with the point no. 4 of the Para-8 of the said order dt. 08.04.2024, the respondents were directed to refund the excess amount charged, if any, on account of wrong application of tariff within a period of 30 days from the issue of this order but not later than 08.05.2024. In case of delay beyond 30 days, the interest @15% shall be applicable in line with the Clause 5.7.3 of the Himachal Pradesh Electricity Supply Code, 2009.”

- b. The Id. Counsel for Complainant further extended the arguments that as per orders of this authority, the order was to be complied by 08.05.2024 positively w.r.t. 08.04.2024, the date of issue of order. The respondents did not comply with the orders within the stipulated time and has implemented the order only on 02.06.2025, on the directions of the Hon'ble High Court after a delay of more than one year.
- c. The Id. Counsel for Complainant after citation of above contentions, placed his arguments empathetically that in the instant case as the Respondents have delayed the payment beyond the stipulated period of 08.05.2024 and materialized only on 02.06.2025, invokes clause 5.7.3 of the Supply Code 2009 which provides that in such cases of levy of wrong tariff etc., the licensee will pay to such consumer interest on



Suppal



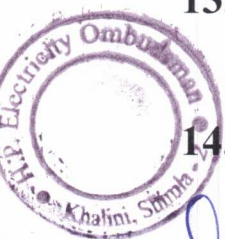
- the excess amount from the date of payment due till such time the excess amount is adjusted. "
- d. The Id. Counsel for Complainant further put forth vigorous arguments with averments that once, the clause 5.7.3 invokes in such cases of levy of erroneous Tariff, the interest becomes payable from the date of payment due till such time the excess amount is adjusted.
- e. The Id. Counsel for Respondents and Assistant Executive Engineer appeared in the court on the other hand advanced their arguments by saying that in compliance to the directions of said order dt. 08.04.2024 and further orders of the Hon'ble High Court in CMPMO No. 224/2025 dated 16.05.2025 and COPC No. 485/2025 dated 22.05.2025, the Respondent-Board has refunded a sum of ₹1,24,15,284/- to the complainant in the energy bill raised in May 2025.
- f. However, the Id. Counsel for Complainant argued that since the execution of order dt. 08.04.2024 took place on 02.06.2025 by surpassing the 30 days' period of implementation and the interest liability was computed post expiry of 30 days which was misconstrued by the Respondents, warrants refund of interest from the due date of payment of wrong billing after accounting for (including) 30 days as on account of such lapse/delay, the clause 5.7.3 invokes .



[Handwritten signature]



- g. The Id. Counsel for Complainant during arguments also placed before this authority that the Respondent Board had given complete compliance by making full and final payment including interest due in terms of prevalent provisions of clause 5.7.3 in the Order dt. 03.06.2023 in Complainant No. 11/2023 in the matter of **“M/s Vardhman Ispat Udyog versus HPSEBL”** which was also agreed by the Respondents present in the court room. However, in the interest of justice, this part of the argument appeared quite appealing for further analysis purpose and to land to a judicious platform as the instant case was origin of said case No.11/2023.
- h. After hearing both the parties at length, the arguments were concluded and closed. The order was kept reserved for examining the contentions and averments made by both the parties during final arguments, to the depth before issuance of final order. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable.
12. The documents annexed and placed on record, arguments advanced by both the parties have gone through in depth.
13. The appropriate Acts, Supply Codes, Tarif Orders have been referred to for clarity.
14. The contentions of the Complainant detailed under **para-‘4’**, response of Respondent Board detailed under **para-‘8’** and





Arguments conducted at length & placed under **para-‘11’**, have not been reiterated and may be referred to as cited above. To arrive at legitimate consensus, the findings in the instant matter shall also carry detailed analysis while delving on misconceptions.

15. While going through the reply submitted, it has been observed that the Respondents at the very outset under **para-1 to 3** of their reply have added that the present complaint is not maintainable in the eyes of law as the directions of order dated 08.04.2024 in Case No. 25 of 2023 and the subsequent directions of the Hon’ble High Court in CMPMO No. 224/2025 dt. 16.05.2025 and COPC No. 485/2025 dated 22.05.2025 have already been duly complied with by the Respondent–Board as well as compliance affidavit has also been filed before the Hon’ble High Court. Hence, no further interference is warranted by this Ld. Ombudsman.

16. Whereas the Complainant under para 2.4 of their representation has specifically mentioned which is read as “*That the present representation is maintainable in terms of the liberty granted by the Commission in its orders in 129 / 2025 dated 17.06.2025 and also the liberty granted by the Hon’ble High Court in COPC No. 485 of 2025.*”

17. However, this authority asserts in the interest of justice that in terms of regulation 33(2,3) read with 36(2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 where the Ombudsman is guided by the principle of natural law of justice





and further considering this platform as a judicious bench in the public interest to curb litigations where the instant case has been placed before this authority with a liberty to the Complainant by the superior courts, holds it to be prudent to give an opportunity of being heard as the contentions might carry reasonable arguments in terms of regulation-37 (8) of the Himachal Pradesh Electricity Regulatory Commission (CGRF & Ombudsman) Regulation, 2013, in the interest of justice. Hence, held maintainable to the extent of initiation of proceedings, however, the final outcome shall be subject matter of analysis and findings of proceedings conducted.

18. The case file in Complainant No.25/2023 along with original Complainant No. 11/2023 in the matter of “**M/s Vardhman Ispat Udyog versus HPSEBL**” where the final order on dt.03.06.2023 was issued by that Ombudsman after detailed adjudications during the process of proceedings with due opportunity to both the parties to argue and **the order in question dt.08.04.2024 also emanated from order dt.03.06.2023**, have been referred to in conjunction with above submissions & documents placed on record, so as to have an inflated view of the case to arrive at judicious platform. For the sake of reference, the operative part of following orders being spindle of the case, needs to be reviewed as under:

- a. **Case No. 11/2023, order dt.03.06.2023 in the matter of “M/s Vardhman Ispat Udyog versus HPSEBL”**





“J-order

4. The Respondents are further directed to refund the excess amount charge, if any, on account of wrong application of tariff within a period of 30 days from the date of issue of this order but not later than 03/07/2023. In case of delay beyond 30 days, the interest @ 15% shall be applicable in line with Clause 5.7.3 of Himachal Pradesh Electricity Supply Code 2009.”

**b. Case No. 25/2023 order dt.08.04.2024 in the matter of
“M/S Kundlas Loh Udyog, versus HPSEBL”**

12. The Respondent Board is directed to make settlement in the instant case No.25/2023 in line with this Appellate Forum order dt.03.06.2023 issued by that Ombudsman in earlier complaint No.11/2023 in the matter of “M/s Vardhman Ispat Udyog versus HPSEBL” adhering all the relevant provisions in respect of refund and interest etc.

19. After examining the documents placed on record, submissions made by the Complainant, the reply submitted by the Respondent, Arguments advanced by both the parties, it has been observed that although the Respondents on their part have complied to the said order in May, 2025 but again maintained a gap of one year which was supposed to be disbursed as on or before 08.05.2024 to avert the brunt of interest liability in terms of above stated operative part of the order dt. 08.04.2024, as such the compliance so solicited was not in the healthy spirit of the order dt.08.04.2024 as the gap of one year apparent to the face of record has **surpassed the time limitation of 30 days** which was in analytical terms was 30 days from the date of issue of this order but not later than 08.05.2024 and raised further instability & invoked clause 5.7.3 of the Supply Code with interest computation point of view.



[Handwritten signature]



20. This authority from above analysis deduces that in terms of clause 5.7.3 of the Supply Code, once it invokes in such cases as that of instant case (levy of wrong Tariff/erroneous billing), attracts provisions for interest computation from the date of wrong billing, the date the payment becomes due and no any gap from the date the payment due till it is finally disbursed is warranted, otherwise it construes as violation of said provisions. The relevant extract of the clause 5.7.3 is also reproduced to understand the austerity of the provisions applicable in the instant case as it also varies from case to case.

5.7.3 "----- If the amount paid by the consumer under para 5.7.1 is in excess of the revised bill, such excess amount will be refunded through adjustment first against any outstanding amount due to the licensee and then against the amount becoming due to licensee immediately thereafter. The licensee will pay to such consumer interest on the excess amount-----from the date of payment till such time the excess amount is adjusted. "

21. It has been observed meticulously from the reply submitted that the Respondent has also appreciably on his part intended to act in the order dt. 08.04.2024 as an analogous to Order dt. 03.06.2023 in Original Complainant No. 11/2023 in the matter of "M/s Vardhman Ispat Udyog versus HPSEBL" and also reproduced the same in para-3 under the heading "Reply on Merits" which in the interest of justice needs to be reiterated as below to arrive at platform of amenability for judicious settlement in terms of provisions.

"Reply on Merits"

"3. The operative portion of the Ombudsman's order in Case No. 11/2023 dated 03.06.2023 reads as follows:

"The Respondents are further directed to refund the excess amount charged, if any, on account of wrong application of tariff within a period of 30 days from



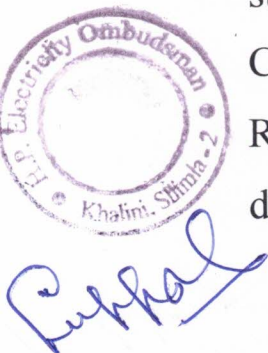


the date of issue of this order but not later than 03.07.2023. In case of delay beyond 30 days, interest @ 15% shall be applicable in line with Clause 5.7.3 of the HP Electricity Supply Code, 2009."

4. In compliance with the above directions and further orders of the Hon'ble High Court in CMPMO No. 224/2025 dated 16.05.2025 and COPC No. 485/2025 dated 22.05.2025, the Respondent-Board has refunded a sum of ₹1,24,15,284/- to the complainant in the energy bill raised in May 2025. A copy of the compliance communication issued to the consumer is annexed herewith as Annexure R-1."

22. The Id. Counsel for Complainant during arguments categorically emphasised, that the Respondent Board had given complete compliance by making full and final payment including interest due in terms of prevalent provisions of clause 5.7.3 in the Order dt. 03.06.2023 in Complainant No. 11/2023 in the matter of **"M/s Vardhman Ispat Udyog versus HPSEBL"** which was also agreed by the Respondents present in the court room.

23. After obtaining microscopic views from the above part of reply submitted as reiterated under **para-21** above and specific assertions by the Id. Counsel for Complainant on complete compliance in the case No.11/2023, draws attention of this authority to the very important fact in the public interest that when in the **reply para-4** reproduced under **para-21** of this order, it has been mentioned explicitly by the Respondents that **"In compliance with the above directions"** (i.e directions contained in order dt. 03.06.2023 in the case of 11/2023), this authority fails to understand that when the complete compliance stands solicited in the case of 11/2023 to the satisfaction of Complainant as discussed above & further as per record, the Respondents are also taking reference of the said order dt.03.06.2023 in case No.11/2023 then why the gap was





maintained erroneously in the case 25/2023 order dt. 08.04.2024 which was also originated from order dt.03.06.2023 in case No.11/2023 (resulted in another case No. 24/2025) and even in the reply, the strength used by the Respondents to dispose the said case 25/2023 is based on the compliance to the directives of 11/2023, then why the gap was kept while disbursing the outstanding payments in case No.25/2023 when in both the cases, the situation was similar.

24. After conceiving the essence of meticulous translucent message on the operative part of the said order as reiterated under **para-18** read with **para-21** and further exhaustive arguments conducted, this authority draws considered opinion that the Respondents have exceeded the period of disbursement of amount by one year against legitimate time period of 30 days and made payment of the amount due with interest reckon from 08.05.2025 in place of from the date the principal amount actual becomes due for payment on account of wrong billing, warrants attention to recompute interest from the date the actual payment of amount due falls, strictly in accordance with the provisions under clause 5.7.3 akin to the modalities followed in order dt.03.06.2023 in the case No.11/2023 passed by that Ombudsman as in the matter of “**M/s Vardhman Ispat Udyog versus HPSEBL**”

25. On delving above status of disbursement of interest on the amount due, this authority is of the considered view that no



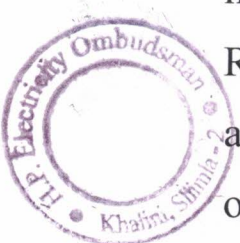
Signature



competent court of law shall allow such gap if it emanates 'Universal' essence of justice in the public interest. Accordingly, the Respondents are directed to give full and final compliance to curb further litigation as stands done in the case 11/2023.

26. It has been observed from the above analysis that inspite of the amount of Rs. 1,24,15,284/- having been refunded in May, 2025 by the Respondents against the actual amount of Rs. 1,45,06,284/-, which also explicitly appeared in Order No. 129/2024 dt. 17.06.2025 of the Commission as paid amount, still the Hon'ble Commission had been pleased/inclined to give liberty to the Complainant to approach this authority for complete compliance in terms of adjudication of the differential amount of Rs. 20,92,000/- only, **construes that there remained some gap for complete prudent disposal in the interest of justice and resulted in present Representation.**

27. In view of above discussions, this authority while scrutinizing relief sought by the Complainant further observes that in respect of interest @15% towards refund claimed, the complainant has overlooked the prospective effect of amended Regulation 26(ii) notified on 20th January, 2022 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) in respect of the period of relief sought in the instant case, and relied upon clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 only in



Ruppal



isolation as is apparent from the prayer, which is also reproduced as under:

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

28. Whereas the complainant has not given cognizance to the rate of interest i.e. 12% for the period falling within the scope of amended Regulation 26a(ii) notified on 20th January, 2022 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) which is read as under:

“12. Amendment of Regulation 26.-

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

29. From the above analysis, it is asserted that for the claim of interest on refund sought, needs computation of interest in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 @15% for the period applicable read in conjunction with Regulation 26(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified on 20th January, 2022 @12% for the period falling within the scope of amended Regulation 26a(ii) in terms of above provisions giving due cognizance to the prospective effect of such amendments as both these rates stand fixed by the Commission and cannot be ignored.



Ruppal



30. In terms of foregoing findings, it is established that the interest on the differential amount due from the date of payment/wrong billing still remains pending at Respondent's end, hence, the contention of the Complainant is **sustained** in the instant case and further after arriving at conclusive assertions of tenable position of the Complainant's contention, the application filed under section 36(1) with due mention of the order dt.16.05.2025 of Hon'ble High Court, is also allowed to curb further litigation on the following pretext of (recapped) the said Application :

Para-2 "that perusal of the orders dt. 16.05.2025 of Hon'ble High Court in CMPMO No. 224 of 2025 attached at Annexure C2 of the representation, stated that the respondents shall not insist upon the petitioner for payment of bills to the extent of the amount claimed by the petitioners in terms of orders passed by the Ombudsman and added to the submissions that the complainant had already deducted the remaining sum of Rs.20,92,000/- from the payable amount of bills as per proceedings before the Hon'ble High Court."

31. In view of insistence imposed by the said order dt.16.05.2025 of Hon'ble high court as mentioned by the Complainant above and further prayer of Complainant in above application under the behest of above order of Hon'ble High Court, this Authority in due Cognizance to the '**Hierarchy of Adjudication System**' does not feel any intervention under such circumstances and directs Respondents to consider the amount of Rs. 20,92,000/- as a disputed amount for the billing purpose and not to charge late payment surcharge etc. during the course of proceedings as prayed by the complainant in **para-3** of the said Application with further prayer to stay recovery of the said amount during pendency of the representation. However, within the





competency of this authority, necessary advice shall be rendered to both Complainant and Respondent in the ensuing part of this order.

32. In view of foregoing findings and analysis, the order is issued as under:

a. The Respondent Board is directed to pay interest starting from the date of wrong billing/excess recovery as is done in the order dt.03.06.2023 in case 11/2023, which the Complainant has computed as Rs.20,92,000/- and further interest accrued on Rs. Rs.20,92,000 /- even after 02.06.2025 till the time it is actually paid in totality with due adherence to the following directives:

- i.** That the issue be settled in similar manners as is done in case No. 11/2023 in the matter of “M/s Vardhman Ispat Udyog versus HPSEBL” being akin to each other as per record.
- ii.** That the Respondent must authenticate/ascertain the period of wrong billing from record & interest calculations of Rs. 20,92,000/- in terms of findings under para-29 above as the same has been done by the Complainant unilaterally at his own end and informed through Application under Regulation 36(1) (*refer findings under para-30,31*) and accordingly necessary credit/debit of said amount be executed after due verification from the record.
- iii.** that the amount of interest be computed in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 @15% for the period till applicable under this code and thereafter in consonance with the Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission





(Consumer Grievance Redressal Forum and Ombudsman)
(Second Amendment) notified on 20th January, 2022 @12%
for the period of dispute falling within the scope of
amended Regulation 26a(ii) giving due cognizance to the
prospective effect of such amendments. Both Supply Code
and Regulation 26a(ii) for above provisions be read in
conjunction, not in isolation.

- b. The Respondent Board is further directed to pay/adjust the
differentials within 30 days excluding holidays from the date of
issuance of this order to avert intervention of Regulation 37 (6) of
Himachal Pradesh Electricity Regulatory Commission
(Consumer Grievances Redressal Forum and Ombudsman)
Regulations, 2013 for initiation of appropriate action by the
Commission under the provisions of the Electricity Act, 2003 and
brunt on individuals.
- c. After resorting to exhaustive findings, this authority 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, in the public interest advises as under:
- i. That Respondents are advised to make fast disposal of the
legitimate claims to avoid such type of unprecedented
additional fiscal brunt.
 - ii. The Authorized Representative for Complainant is
advised to make all industrialists aware of to stop such
practice of self-detection of amount which is not a healthy
practice in the public interest. However, in terms of
findings under para-30 of this order above, this Authority



Pushpal



does not feel any intervention under present circumstances in the instant case.

- d. The Respondent Board in due cognizance to adherence to above time limit is also at liberty to adjust in the ensuing bills in terms of prevalent provisions and amendments thereof.
- e. The stay imposed under para-30&31 in terms of Application under section 36(1) shall stand till pendency of final settlement at Respondent's end in due cognizance to the order dt. 16.05.2025 of Hon'ble High Court in CMPMO No. 224 of 2025.
- f. No cost to litigation.
- g. In terms of above findings, the Complaint filed by M/S Kundlas Loh Udyog, Village Balyana, PO Barotiwala, Tehsil Baddi, District Solan, HP-174103 is hereby disposed of.
- h. 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: 29/09/2025

Shimla

Electricity Ombudsman