HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
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In the matter of: **Review Application No.26/2025**
in
Original Complaint No. 11 /2025

M/s Pinetree Packaging, Khasra No. 685-690,692,696/1, Village Katha, Tehsil Baddi, Distt: Solan-173205

– Complainant

Vs

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

- Respondent

Complaint No26/2025 (Registered on 01/08/2025)

(Orders reserved on 16.09.2025, Issued on 29/09/2025)

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

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

QUORUM

Er. Deepak Uppal
HP Electricity Ombudsman

ORDER

Brief Facts of the Case:

1. M/s Pinetree Packaging, have filed a Review application under Regulation-37 (8) of HPERC (CGRF & Ombudsman) Regulations 2013 against the order dated 03.07.2025 passed in

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the earlier Original Complaint No. 11/2025 which was received and registered on dated 01/08/2025.The contentions are confining to the extent that it restricts interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009, from the date of refund application instead of the date of payment.

2. 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 specific contentions of the complainant are first restated as under.

3. The Complainant Contends:

a. that this Review Petition is being filed under Regulation 37(8) of the HPERC (CGRF and Electricity Ombudsman) Regulations, 2013, seeking a review of the Order dated 03.07.2025 passed by this Hon'ble Ombudsman in Case No. 11/2025. While the Hon'ble Ombudsman was pleased to direct refund/adjustment of the excess amount billed to the Petitioner, the impugned Order erroneously restricts the payment of interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009, from the date of the Petitioner's refund application instead of the date of overpayment.

b. that this restriction is contrary to the express provisions of the Supply Code, settled legal principles, and constitutes an error apparent on the face of the record. The Petitioner respectfully seeks review and modification of the said directions to ensure compliance with the statutory framework and to prevent miscarriage of justice

c. that the Petitioner is a consumer of the Respondent Distribution Licensee and had approached this Hon'ble Ombudsman under Section 42(6) of the Electricity Act, 2003, r/w Regulation 28(1)(b) of the HPERC (CGRF and Ombudsman Regulations, 2013) seeking refund of excess billed amount along with applicable interest.

d. that the Hon'ble Ombudsman vide Order dated 03.07.2025 in Case No. 11/2025 was pleased to direct refund/adjustment of the excess billed amount on account of rebates. However, the Hon'ble Ombudsman has directed that interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009 shall be payable only

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from the date of the Petitioner's application for refund, and not from the date of payment of the excess amount which is an error apparent on the face of the record.

e. that the Hon'ble Ombudsman vide Order dated 03.07.2025 in Case No. 11/2025 has also directed to calculate the interest as per Regulation 26(2)(a)(ii) w.e.f. 20.01.2022.

f. **Grounds for Review**

a) Contravention of Clause 5.7.3 of the Supply Code
Clause 5.7.3 of the Himachal Pradesh Electricity Supply Code,2009 mandates
"*The licensee will pay to such consumer simple interest on the excess amount @ 15 percent per annum, on daily basis from the date of payment till such time the excess amount is adjusted.*"

g. that the restriction put forth that the interest shall be calculated from the date of application is legally incorrect and contrary to the Supply Code, 2009. The jurisdiction of the Hon'ble Ombudsman is limited to the scope of the Regulations and the Supply Code only and such provisions cannot be diluted.

b) Well-Settled Principle: Interest Runs from Date of Overpayment
As per Supreme Court judgments in South Eastern Coalfields Ltd. vs State of Madhya Pradesh (2003) and Shri D.C. Oswal vs State of Punjab (1993), interest is payable from the date of overpayment, not from the date of claim.

c) Electricity Ombudsman is Bound by the Supply Code
The Ombudsman is bound to follow the Supply Code and cannot introduce new conditions that are not part of the regulation.

d) Risk of Precedent
The impugned order may set a precedent that defeats the purpose of Clause 5.7.3.

e) The order is self-contradictory
In section L while issuing final directions in Para 4(a), the Hon'ble Ombudsman has ordered that interest be paid from the date of application. However, in Para 4(b), it is directed that interest is to be calculated as per Clause 5.7.3 of the Supply Code and subsequently under Regulation 26(2)(a)(ii). These directions are self-contradictory.

f) Procedure for getting eligible rebate:
It is the statutory obligation of the licensee to charge correct tariff as per the Tariff Order. The consumer is not required to file any application for refund or correction. In the instant case, the billing error occurred solely due to the licensee's neglect, and the licensee is liable for interest for retaining the excess amount.

g) The directions issued, risk **diluting consumer rights**, impose a burden on the consumer inconsistent with statutory obligations of the licensee, and are liable for review or judicial correction.

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4.2a) Incorrect application of the Regulation 26(2)(a)(ii) for the calculation of interest

Since the Consumer Grievance Redressal Forum did not grant relief, Regulation 26(2)(a)(ii), which is specific to Forum orders, does not apply to proceedings before the Ombudsman.

h. that the Electricity Ombudsman is bound by the HPERC (CGRF & Ombudsman) Regulations, 2013, where even the separate chapters have been notified. While Chapter IV deals with the process of redressal of the grievance, the Chapter V deals with the working of Ombudsman. The rules cannot be inter-alia mixed.

i. that the powers conferred exclusively upon the Forum under the Regulations cannot be assumed by the Ombudsman. Each authority must act within its defined jurisdiction.

j. **Relief Sought:**

a) Review and recall the portion of the Order dated 03.07.2025 restricting interest to start from the date of refund application;

b) Direct that interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009 be paid from the date of payment of the excess billed amount till the date of adjustment/refund;

c) Pass such other and further orders as may be deemed just and proper in the facts and circumstances of the case.

4. 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 ld. 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.

5. 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 ld. Counsel for Respondents as well as ld. 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

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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.

6. 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 ld. counsel for Complainant did not submit any Rejoinder rather preferred oral arguments. To have an overview on the reply submitted by the Respondents, the same needs to be reiterated first on specific contentions.

7. **The Respondent Contends (Reply):**

   a. That the Hon'ble Ombudsman, Himachal Pradesh, vide order dated 03.07.2025 in Complaint No. 11/2025, has already adjudicated upon the issue of applicability of Clause 5.7.3 of the HPERC Supply Code, 2009. In the said order, it was held that in cases where rebate for a previous period is allowed, the interest implications under Clause 5.7.3 shall be reckoned from the date of application of the consumer and not retrospectively from the date when such rebate first became notionally due.

   b. That the present complaint is not maintainable in the eyes of law, it is submitted that the scope of review jurisdiction is extremely limited. A review is not an appeal in disguise and cannot be invoked merely because the complainant disagrees with the outcome. Review is confined to correction of an error apparent on the face of the record or discovery of new and important matter that could not be produced earlier despite due diligence. The complainant has not demonstrated any such error or new fact, and is only attempting to seek a rehearing on merits, which is not permissible and, therefore, the complaint filed is liable to be dismissed at the very threshold.

   c. That the Hon'ble Supreme Court in **Ram Sahu versus Vinod Kumar Rawat** [MANU/SC/0821/2020] decided on 03.11.2020 has explained the Court's power to review its orders. The Hon'ble Supreme Court vide Para 9 has held:

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> *"9. …………………….. However, an order can be reviewed by a Court only on the prescribed grounds mentioned in Order 47 Rule 1 Code of Civil Procedure, which has been elaborately discussed hereinabove. An application for review is more restricted than that of an appeal and the Court of review has limited jurisdiction as to the definite limit mentioned in Order 47 Rule 1 Code of Civil Procedure itself. The powers of review cannot be exercised as an inherent power nor can an appellate power can be exercised in the guise of power of review."*

d. That there exists no cause of action in favour of the complainant and against the respondents.

e. That the complainant, through the present review petition, seeks to challenge this settled interpretation and has prayed that interest should be applicable from the date the rebate itself became applicable. It is submitted that this plea is without merit and is liable to be dismissed at the threshold.

f. **Reply to Ground of Review**: -

1 to 3 - That 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.

4- That in reply to this para it is submitted that Clause 5.7.3 of HPERC Supply Code deals with incorrect billing, that implies when the licensee finds a bill to erroneous and a revised bill is issued to the consumer. It is further submitted that there is a clear and well-recognized distinction between cases of rebate and cases of incorrect billing. A rebate is a concession granted on the basis of certain tariff or policy principles and becomes admissible only upon verification of conditions and, in most cases, upon a consumer making a valid claim. It is not an automatic entitlement. In contrast, incorrect billing arises where an error is committed in raising the bill, resulting in an overcharge. In such cases, the Supply Code expressly provides that the excess amount is to be refunded or adjusted with interest from the date of payment till such time the excess amount is adjusted. The liability to pay interest in such situations flows from the wrongful recovery of money from the consumer.

In rebate cases, however, there is no element of wrongful demand or overcharging by the licensee. The entitlement to rebate crystallizes only upon the consumer's application and subsequent verification. Consequently, there can be no liability to pay interest from the past period when the rebate might have been notionally applicable. The Hon'ble Ombudsman has rightly recognized this distinction in the order dated 03.07.2025 and has applied Clause 5.7.3 correctly.

In the present matter, the Hon'ble Ombudsman has rightly held that Clause 5.7.3 operates from the date of application because it is from that date that the licensee admits that the complainant has undergone expansion and qualifies for

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In light of the above, it is evident that the complainant's plea seeks to equate a rebate claim with a refund arising out of incorrect billing, which is legally untenable. The two categories are distinct and governed by different principles. The order dated 03.07.2025 passed by the Hon'ble Ombudsman is well-reasoned, supported by statutory provisions and judicial precedents, and contains no error apparent warranting review.

Prayer

It is therefore most respectfully prayed that the review petition filed by M/s Pinetree Packaging may kindly be dismissed, being devoid of merit and beyond the scope of review jurisdiction. The order dated 03.07.2025 passed by the Hon'ble Ombudsman in Complaint No. 11/2025 deserves to be upheld in toto.

8. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the relevant record on 16.09.2025 and with the 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.

9. <u>The Arguments of both during proceedings</u> :

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

a. At the very outset, the ld. Counsel for Complainant addressed grievances as stands reiterated under para-3 of this order and confined their arguments to a very limited sphere on the contention on restriction of the payment of

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interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009, from the date of the Petitioner's refund application instead of the date of overpayment. Both ld. Counsel and Authorized Representative for Complainant kept their stand vigorously and in terms of clause 5.7.3 of the supply code, stressed upon the payment of interest in case of rebate also, from the date the payment due.

b. The ld. Counsel for Respondents and Assistant Engineer appeared in the court put forth their arguments by saying that the Clause 5.7.3 of HPERC Supply Code deals with incorrect billing, that implies when the licensee finds a bill to be erroneous and subsequently a revised bill is issued to the consumer with due adjustment or refund of the excess amount with interest from the due date of payment till such time the excess amount is adjusted.

c. The ld. Counsel for Respondents during arguments further tried to express explicitly the distinction between cases of rebate and cases of incorrect billing. He put forth his views that a rebate is a concession granted on the basis of certain tariff or policy principles and becomes admissible only upon verification of conditions and in most cases, upon a consumer making a valid claim and is not considered as an automatic entitlement.

d. On the views of the Authorized Representative for Complainant on Regulation 26a(ii) notified on 20th

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January,2022 which he apprehended to be referred to by the Forum only, was discussed with view point on exclusive issue of rate of interest which is 12% as per Regulation 26a(ii) in comparison with the rate of interest as per clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 which is 15%. After discussion on the issue, could understand the austerity of the different rates and made legitimate consensus that since both these rates in Regulation and Supply Code have been fixed by the Hon'ble Commission and qualifies the part of mandate of clause 5.7.3 i.e. **"or *where the rates fixed by the Commission*",** could be applied for the period that falls in the respective domain of Supply Code (2nd Amendment) dt. 31st July, 2018 /Regulation 26a(ii).

10. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable. Both ld. Counsel for Respondent Board as well as the ld. Counsel for Complainant & the Authorized Representative for Complainant advanced their arguments to the brim. After hearing both the parties at length, 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.

11. The documents annexed and placed on record, arguments advanced by both the parties have gone through in depth.

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

13. The case file in Original Complainant No.11/2025 has also been referred to in conjunction with above submissions &documents placed on record by both the parties, so as to have composite view of the case to arrive at judicious platform, if the Review so contended is on legitimate grounds. For the sake of reference, the operative part of the order dt. 03.07.2025 in Original Complainant No. 11/2025 is also recapped as under:

"L-Order:

3. The Respondent Board is further directed to:

a. Pay interest as admissible in terms of findings under Issue-6 for the above amount of rebate, reckoning from the date the Complainant applied after the notification of the prevalent Tariff orders as above, governing the respective cases of rebate till it remained as an excess amount with the Respondents thereafter before the release of rebate.

b. that the amount of interest be computed in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 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 for the period of interest 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.

14. The contentions of the Complainant detailed under **para-'3'**, response of Respondent Board detailed under **para-'7'**and Arguments conducted at length & placed under **para-'9'**, have not been reiterated for the sake of brevity and may be referred to as cited above. To arrive at legitimate consensus, the findings in the

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instant matter shall also carry detailed analysis while delving on misconceptions as contended.

15. While going through the contentions it has been observed that the Complainant in his Review Application specifically contends as under:

a. That the Hon'ble Ombudsman vide Order dated 03.07.2025 in Case No. 11/2025 was pleased to direct refund/adjustment of the excess billed amount on account of rebates. However, the Hon'ble Ombudsman has directed that interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009 shall be payable only from the date of the Petitioner's application for refund, and not from the date of payment of the excess amount which is an error apparent on the face of the record.

b. That the Hon'ble Ombudsman vide Order dated 03.07.2025 in Case No. 11/2025 has also directed to calculate the interest as per Regulation 26(2)(a)(ii) w.e.f. 20.01.2022.

c. **Relief Sought:**

a) Review and recall the portion of the Order dated 03.07.2025 restricting interest to start from the date of refund application;

b) Direct that interest under Clause 5.7.3 of the HP Electricity Supply Code, 2009 be paid from the date of payment of the excess billed amount till the date of adjustment/refund;

c) Pass such other and further orders as may be deemed just and proper in the facts and circumstances of the case.

For the sake of brevity, the detailed contentions may be referred to under para-3 of this order.

16. The Respondents on the other hand responds as under:

a. That the present complaint is not maintainable in the eyes of law, it is submitted that the scope of review jurisdiction is extremely limited. A review is not an appeal in disguise and cannot be invoked merely because the complainant disagrees with the outcome.

b. That Clause 5.7.3 of HPERC Supply Code deals with incorrect billing, that implies when the licensee finds a bill to erroneous and subsequently a revised bill is issued to the consumer with due adjustment or refund of the excess amount with interest from the due date of payment till such time the excess amount is adjusted.

c. It is further submitted that there is a clear and well-recognized distinction between cases of rebate and cases of incorrect billing. A rebate is a concession granted on the basis of certain tariff or policy principles and becomes admissible only upon verification of conditions and, in most cases, upon a consumer making a valid claim. It is not an automatic entitlement whereas as per principle a rebate crystallizes only upon claim and acknowledgement. In contrast, incorrect billing arises where an error is committed in raising the bill, resulting in an overcharge.

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17. While going through the reply submitted, it has been observed that the Respondents opined that the present complaint is not maintainable in the eyes of law, with view-points that the scope of review jurisdiction is extremely limited. A review is not an appeal in disguise and cannot be invoked merely because the complainant disagrees with the outcome.

18. 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, it shall 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 further adjudication.

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 and case file of order dt. 03.07.2025 in Original Complainant No.11/2025, this authority draws an opinion that the Complainant has misconceived the essence of the said order on this specific issue of interest on rebate when it remains as an excess amount with the Respondent before release of payment and considered this interest modalities analogous

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to the interest which arises on account of erroneous billing where it attracts computation from the date the amount becomes due. However, it is asserted that the interest as contended, if eligible, shall attract the following provisions, the very specific parts are reproduced as under:

a. The relevant extract of clause 5.7.3 of supply code 2009 is reproduced for analyzing applicability of the complainant for availing interest in the instant case subject to above which provides as under:

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

b. Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman)

> "*----to return to the complainant **the undue charges** paid by the complainant along with interest at the rate------*"

20. In the instant case, it is observed from the above specific part of clause 5.7.3 of supply code read with Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) that subject to eligibility of rebate , the amount to be refunded shall be construed as an excess/undue amount paid by the

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Complainant or excess amount remained with the Respondent Board and warrants refund (of excess amount) with interest , however, interest reckon from '**which date**' in case of rebate, still appears to be an illusion / misconception on the part of Complainant, requires analysis in view of review sought only on a very limited issue i.e. date of reckoning of interest on rebate, although the same stands adjudicated in details in original Complainant 11/2025, yet this authority would like to explore in the interest of consumer to avoid further misconception /litigation.

21. The above provisions under clause 5.7.3 of Supply code and Regulation 26a(ii) entitles the concerned to avail interest on the excess amount remained with the Respondent in the instant case irrespective of type of amount whether of erroneous bill or rebate, but after the arguments advanced by the ld. Counsel for Respondents, this authority deduces that the application of these provisions for computation of interest with legitimate reckoning date is very vital in itself and varies from case to case depending upon whether is it a case of erroneous billing owing to levy of wrong Tariff for which both the parties remain well aware of right from the beginning or a case of refund of rebate as in the instant case. The Respondents in their reply as well as through arguments tried to express these differences to arrive at legitimate conclusion.

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22. It is further conceded that had it been the case of erroneous billing as per clause 5.7.1 read with clause 5.7.3 where a revised bill is supposed to be issued retrospectively after due corrections, the contentions of the complainant for availing interest from the date the amount was due could have been considered viable. **However, this is not the case here.** It is a case of interest on rebate refunded. Before further perusal, this authority would like to fetch more clarity on the applicability of date of interest.

23. This authority draws inferences that in case the amount remains erroneous right from the beginning owing to levy of wrong Tariff which appears continuously in the ensuing bills with due awareness of both the parties and in the end if the settlement lies in the favour of Complainant, warrants intervention of clause 5.7.1 along with clause 5.7.3 of the Supply Code and the Complainant becomes entitled for interest from the date the 'payment due' till it is released.

24. Whereas, the case is different when we talk about interest on rebate on the Additional Consumption or Expansion as it has been observed that the same stands carried out **(achieved)** in the past in routine by the complainant/consumer very much prior to the notification of respective Tariff orders and **under such circumstances nobody can apprehend about the future mandate of Hon'ble Commission's ensuing Tariff Orders on such privileges .** Thus, the actual due date announced for availing rebate in future Tariff Orders becomes obsolete with

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interest on rebate point of view **when both the date of notification of Tariff order and retrospective date of rebate fall in different domains, thus asserts vibrant averments.**

25. The matter can be further substantiated with an example where the Tariff order for FY2022-23 notified on 29.03.2022 (applicable w.e.f.01.04.2022 to 31.03.2023) provides provisions under para-13(f) for 10% rebate for existing industries undergone expansion during 01.04.2018 to 30.06.2019. In that case if feasible after due verification of the competent authority, the rebate is allowed for the period 01.04.2018 to 30.06.2019 under the behest of said Tariff Order notified on 29.03.2022 but the interest computation cannot reckon from 01.04.20218 as contended by the Complainant as the said notification does not provide clear platform to reckon the date of interest from 01.04.2018 being the case not analogous to that of erroneous bills. Thus, with this scrutiny, irrespective of retrospective period of rebate, the reckon date as well as period for computation of interest appears legitimate only from the day, the Complainant applies/informs till the excess amount thereafter remains with the Respondent before the release of payment.

26. It has been observed that all the tariff orders FY20-21, FY21-22, FY22-23 etc. even gives coverage to the rebate related privileges retrospectively for the period carried out during 1.04.2018 to 31.03.2019 and under the directives of such provisions, mostly the Complainant/Consumer applies for this

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kind of rebate somewhere in year 2024 or thereafter and by exercising the provisions accepts settlement at this belated stage with effect from the immediate notified Tariff Order FY22-23 applicable for this retrospective achievement to avoid brunt of time bar, thus shows vibrant averments.

27. In view of above analysis on vibrant averments where the date and year of claim could be any in between 2020 to 2023 for availing rebate for the period 01.04.2018 to 30.06.2019 in terms of provisions of Tariff orders, how can one call for entitlement of interest from the day, the payment gets due i.e. from 1.04.2018 or anywhere in between, analogous to the case of erroneous billing which usually happens due to application of wrong Tariff.

28. This authority observed in many cases in the past that as and when the Respondent received such request of refund of rebate, they after assessing the viability in due reference to the immediate notified Tariff Order carrying such provisions, legitimately allowed and released the rebate i.e. in case the Complainant applied in year 2024 for release of rebate for the period 1.04.2018 to 31.03.2019, within the ambit of corresponding tariff order for FY-2022-23 notified on 29.03.2022 carrying such provisions, the same was released. This authority appreciates the Respondent's concern to settle legitimately the issue of rebate without any denial in the public

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interest in line with any of the applicable Tariff orders w.r.t. the date of Consumer's Application for the said period.

29. Hence, in view of above analysis, it is affirmed that **unless initiated by the concerned party nobody can assess such achievements of individuals in the past** and hence, cannot held anyone responsible, specially the Respondent/Licensee in the instant case.

30. In view of above findings, this authority further draws considered opinion that under such circumstances when unless the Complainant/Consumer who is well aware of his achievements, does not come forward to inform, it reasonably appears to be impossible for Respondents to know about the 'Additional Consumption / Expansion' carried out by the individual in the past prior to the notification of the respective Tariff orders.

31. After delving this intricate issue in depth, this authority falls into conclusion that in the instant case where the rebate is refunded for the past period within the sphere of prevalent Tariff Orders, the reckoning date of interest till an excess amount remains with Respondent in the case of rebate issue, takes a lead only when the Complainant informs for his achievements and requests for refund of rebate as per provisions and **may avail interest if the amount of rebate after the Complainant informs remains as an excess amount with the Respondent until the date it is released.**

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32. Similarly, in due cognizance to foregoing analysis and speculation towards the date of achievements in the past, when we talk about interest on excess amount remained with Respondents in case of rebate, it clearly attracts that when the Complainant applied for that rebate and till it was released from the date the Complainant applied, shall be considered as an excess amount remained with the Respondent and shall attract provisions for computation of interest from the date the Complainant applied and remained as an excess amount with the Respondent before it was released/adjusted.

33. In view of above analysis, this authority further asserts that both Complainant and Respondents remain unaware (**innocent)** about the applicability of such rebate on such achievements which they had carried out in the past prior to the notification of the respective Tariff orders and which was allowed as an incentive for the past period thereafter the notification of Tariff orders.

34. In the interest of natural law of justice, this authority draws considered opinion that unless somebody initiates for such rebate, nobody can assess whether anybody in the past has made such achievements or such rebate is due or not.

35. In view of such assertions this authority with initiation point of view feels it pertinent to mention here that **the Complainant's Representative is one among all present when the stake holders meeting is convened by the Hon'ble Commission for finalizing the tariff order before its publication in Rajpatra**

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and the Representative is supposed to be the first-hand informer to all industrialists for availing such privileges to avert such delay and litigations. It is further added that especially in the case of rebate unless the concerned party initiates such request nobody can come to know about this kind of pendency.

36. This authority after resorting to the above exhaustive analysis, observes and draws considered opinion that specifically in the case of rebate, **this is not an intentional act of Respondent towards delay but it purely attributes to the sluggish action of the concerned party in terms of above findings who has to claim such rebate as they are the only judge of their achievements carried out in the past and could apprise well to avail such privileges and no one else.**

37. In sequel to above conclusive findings, this authority draws considered opinion that **in case of rebate, reckoning date for computation of interest** lies from the date the Complainant applies after the notification of the prevalent Tariff orders till it remains as an excess amount with the Respondents thereafter before the same is released **or in the absence of any such application, the date on which the Complainant files Complaint before the Forum may also be considered as reckoning date.**

38. It has been observed that the Complainant under para-4.2(a) of the Review Application also reiterated under para-3 of this order

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appended a remark i.e. *'Incorrect application of Regulation 26a(ii) for calculation of Interest'*, and stated that the provisions herein are to be exercised by the Forum only. The matter was discussed during arguments and legitimate consensus arrived at in understanding the austerity of the instant Regulation 26a(ii) with clause 5.7.3 of the Supply Code which is appreciable. It is pertinent to mention here that in the instant case if the valid ground for interest applicability is established, then only question remains is as to what rate the interest payment is to be disbursed.

39. After in depth delving of these submissions under para-4.2(a) of the Review Application, this authority from the contents of the para fails to understand that in case the ld. CGRF pronounces the decision then the rate of interest shall be 12% ***(rate fixed by the Commission through Regulation 26a(ii) notified on 20th January,2022)*** and in case this authority gives the decision, the rate of interest as per supply code provisions shall be 15% ***(rate fixed by the Commission through clause 5.7.3 of Supply Code {2nd Amendment} dt. 31st July, 2018)*** which appears as a distorted proposition violative of natural law of justice as both the rates stand fixed by the Hon'ble Commission and cannot be ignored. However, the issue stands resolved after discussions during arguments as both rates falling within respective periods stood determined by the Commission, are operative and cannot be overlooked.

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40. 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 isolation, 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."***

41. 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;"*

42. From the above analysis and discussions during arguments, it is asserted that subject to admissibility of the contentions, 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.

43. In view of foregoing analysis/ conclusive findings, this authority draws considered opinion that the averments made are replica of earlier contentions that stands adjudicated in original Complaint No.11/2025 and the present review application only draws attention towards the misconception of the Complainant which were discussed at large during arguments.

44. Hence, in view of the limited scope of review in terms of regulation-37 (8) of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum at Kasumpti& Ombudsman) Regulation, 2013, it is observed as under:

a. No discovery of new and important matter of evidence could be produced during adjudication by the Applicant/Complainant which was not within the knowledge

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of this authority while making order dt.03.07.2025 in original Complaint No. 11/2025.

b. Nothing was pointed out as genuine mistake/contentions or an error apparent from the face of record nor could convince this authority on this account during arguments.

c. No any other sufficient reasons were placed on record except replica of earlier averments and misconceptions.

45. In view of foregoing findings, this authority without any doubt holds that the said Review Application lacks substance which could be reasonable for Review and concludes that nothing new has been brought/ established on record which may call for review under the said powers. Hence, the review as contended by the Applicant/Complainant against the order dt.03.07.2025 in original Complaint No. 11/2025 is not tenable in the instant case.

46. In due cognizance to above findings, the order is appended as below:

a. **The order dt.03.07.2025 passed by this authority in Original Complaint No. 11/2025 is upheld.**

b. **After resorting to exhaustive analysis/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 both Complainant and Respondents are advised to avert deviation from natural law of justice and frame averments only which are universal in nature and not**

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individual specific, as any wrong pursuance shall ultimately add fiscal brunt on consumers and defeats the very purpose of Consumer Protection Act.

ii. That also, after the advent of any new privilege pronounced by the Hon'ble Commission in future, the concerned Representatives of Industrialists should immediately bring to the notice of individual concerned so as to avoid further confrontation as happened in the past due to un-awareness of the concerned, resulted in delay or depriving of one's rights from such benefits.

c. The Review Application No. 26/2025 filed by M/s Pinetree Packaging, Khasra No. 685-690,692,696/1, Village Katha, Tehsil Baddi, Distt: Solan-173205 is hereby disposed as dismissed.

d. The order is also placed at site for the convenience of reference as well as conveyed telephonically.

e. 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: 29/09/2025

Shimla

29/09/2025

Electricity Ombudsman