



In the matter of:

Complaint No. 28/2025

M/S Vardhman Ispat Udyog, Village Bathri, Tehsil Haroli, Near
Tahliwala, District Una, HP-174301

- Complainant

Vs

1. The Sr Executive Engineer (E), Electrical Division, HPSEB Ltd, Haroli, District Una, HP-177220
2. The Assistant Executive Engineer (E), Electrical Sub-Division, HPSEB Ltd, Tehliwala, District Una HP-174507

- Respondents

Complainant No. 28/25 (Registered on 29/08/2025)

(Orders reserved on 30/09/2025, Issued on 09/10/2025)

Present for:

The Complainant: - Sh. Rakesh Bansal, Authorized Representative
The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law
-Sh. Rajesh Kashyap, Advocate
- Er. Abheshek Cahndel , AE, ESD, Tehliwla

QUORUM

Er. Deepak Uppal
HP Electricity Ombudsman

1. Brief Facts of the Case:

- a. M/S Vardhman Ispat Udyog is a Large Industrial Power Supply (LIPS) category consumer of HPSEBL bearing Consumer ID 100012001204 and operates a factory at Village Bathri, Tehsil Haroli, District Una (HP).
- b. The Complainant have filed the instant Application under Regulation 28(1)(b), of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal





Forum and Ombudsman) Regulations, 2013 received and registered on 29/08/2025, against the final Order dated 28/07/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Original Complaint No. 3324/202506/11.

2. The case was listed for admission hearing on 04/09/2025. In order to facilitate further pleadings in a comfortable domain, the specific contentions of the complainant first need to be recapitulated as under to understand the intricacy of the case.

3. The Complainant Contents:

- a. That on 11.08.2024, the Appellant's factory suffered damage due to a flash flood, which also washed away parts of the electricity infrastructure. On the same day, the Respondents issued a permit for work, thereby acknowledging the occurrence and impact of the flood. The Appellant sent a formal intimation on 13.08.2024, and subsequently, on 27.08.2024, requested permission only for testing of the re-erected infrastructure—not for resumption of electricity. Electricity was actually restored only on 29.08.2024.
- b. That despite this, the Respondents did not grant the requested relief, and billed the Appellant for full demand charges vide bill dated 08.09.2024. Aggrieved, the Appellant approached the CGRF, Shimla by way of Complaint No. 3324/202506/11.
- c. That the CGRF, vide impugned order dated 28.07.2025, dismissed the complaint on the erroneous ground that it could not interpret Clause 'E' of the Tariff Order due to absence of a force majeure definition in the Supply Code, and that the matter involved alleged contravention of the tariff order which it claimed fell outside its jurisdiction. The Forum overlooked the factual record showing that electricity was restored only after 18 days and that the Respondents had full knowledge of the force majeure event from the outset.
- d. That the CGRF erroneously held that the matter was not maintainable, citing possible contravention of the Tariff Order. However, the complaint is not for enforcement of Regulation or penal action, but for redressal of a consumer grievance, well within the CGRF's jurisdiction under Regulation 5 of the 2013 Regulations. The Appellate Tribunal for Electricity (APTEL) in **M/s T.P.L. Industries Pvt. Ltd. v. UPPCL & Ors.**, Appeal No. 209 of 2006, held that CGRFs must entertain grievances even if tariff interpretation is involved. Similarly, in **Uttar Haryana Bijli Vitran Nigam Ltd. v. Surji Devi**, APTEL (Appeal No. 97 of 2009), it was reaffirmed that CGRFs can and must decide billing disputes involving tariff application.
- e. That **Clause 'E'** is Statutory and Self-Contained: Clause 'E' in the Tariff Order clearly grants entitlement to proportionate relief in demand charges during force majeure events. The requirement of a minimum 3-day notice and 15-day shutdown is met in substance. In **Punjab State Power Corporation Ltd. v. Punjab State Electricity Regulatory Commission**, APTEL (Appeal No. 34 of 2013), it was held that the application and interpretation of tariff clauses are intrinsic to CGRF's adjudicatory role.



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- f. That the Forum improperly ignored the HPERC (MYT Wheeling and Retail Supply Tariff) Regulations, 2023, which contain the definition of Force Majeure and must be read harmoniously with the Tariff Order.
- g. That the Forum abdicated its role by refusing to interpret Clause 'E', which is contrary to settled law that quasi-judicial authorities must interpret and apply tariff provisions, especially when consumer relief is sought. The Supreme Court in **Alopi Parshad & Sons Ltd. v. Union of India** (AIR 1960 SC 588) emphasized that in force majeure situations, rigid procedural technicalities must not override substantive rights. Similarly, in **Dhanrajamal Gobindram v. Shamji Kalidas & Co.** (AIR 1961 SC 1285), the Court held that force majeure clauses must be interpreted with practical common sense.
- h. That the Forum erred in law by refusing to adjudicate the grievance on the ground that it lacked jurisdiction to interpret Clause 'E' of the Tariff Order. The complaint only required application of an express clause in the tariff schedule — not creation or modification of tariff. If CGRFs cannot examine such clauses in billing disputes, the entire purpose of the grievance redressal mechanism under Section 42 of the Electricity Act, 2003 stands defeated. Interpretation and application of tariff provisions to consumer disputes is not only within, but central to, the Forum's mandate. Refusal to do so amounts to abdication of statutory responsibility. This is clearly established in **TPL Industries** and **Punjab State Power Corporation Ltd.** cases decided by APTEL.
- i. Reliefs Sought
 - i. Set aside the Order dated 28.07.2025 passed by the CGRF in Complaint No. 3324/202506/11;
 - ii. Direct the Respondents to refund/adjust the proportionate demand charges levied for the shutdown period from 11.08.2024 to 31.08.2024;
 - iii. Direct payment of interest on the refunded amount as per applicable provisions;
 - iv. Pass such other or further order(s) as may be deemed just and proper in the facts and circumstances of the case.

4. In order to have clarity on the findings of Id. CGRF w.r.t. above contentions of the Complainant, the order dt.28/07/2025 in Complainant No.3324/202506/11 needs to be reiterated in totality for record and reference as under.

CGRF Order:

- (1) Complaint has been filed by M/s Vardhman Ispat Udyog, Village Bathri, Tehsil Haroli, Near Tahliwala, District Una (HP) bearing consumer ID 100012001204 who is a Large Industrial Power Supply (LIPS) category consumer of HPSEB Ltd;
- (2) HPSEB Ltd is the distribution licensee and Respondent herein;
- (3) Complainant has submitted that on 11.08.2024, its factory was hit by a flash flood where electricity line was also washed away and that it wrote a letter on 13.08.2024 (**Annexure C1**) intimating the Respondent of damage of electricity infrastructure and further letter dated 07.09.2024 (**Annexure C3**) intimating the Respondent of restoration of supply on 31.08.2024 and also asking therein for relief in terms of demand charges for the duration of closure of factory;
- (4) Grievance of Complainant is against the Respondent for non-granting of relief of demand charges for the period from 11.08.2024 to 31.08.2024 (20 days) in electricity bill dated 08.09.2024 (**Annexure C4**). This relief was to be given in terms of Force Majeure clause 'E' of MYT Tariff Order (**Annexure C6**) and the HPERC (Multi Year Wheeling Tariff & Retail Supply Tariff) Regulations, 2023 (**Annexure C5**);



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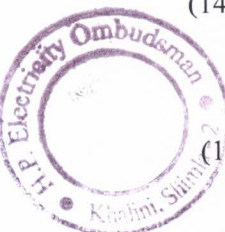
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- (5) Complainant has prayed for relief in terms of refund of proportionate demand charges for the duration of force majeure event along with Interest;
- (6) On the other hand Respondent has submitted that the Force Majeure clause of Tariff Order is not applicable to the Complainant because the Complainant's intimation of closure of factory to the Respondent was received by the Respondent on 16.08.2024 (**Annexure RA-1**) while the electricity supply was restored on 29.08.2024 which is less than 15 days and while the Complainant itself has vide its letter dated 27.08.2024 (**Annexure C2**) submitted for restoration of power supply, thus no legal or vested right of the Complainant is violated. Accordingly, complaint is liable to be set aside;

ORDER

- (7) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the Ld HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 (or the CGRF Regulations), HP Electricity Supply Code, 2009 and amendments thereto, MYT Tariff Order dated 15.03.2024 passed by the Ld HPERC and record as facts along with pleadings of the parties. This Forum has heard the parties. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and correspondence placed on record and arguments adduced by both the parties;
- (8) Briefly it is the case of the Complainant that it has been denied relief of Demand Charges in view of the Force Majeure Clause 'E' as appearing in the Tariff Order dated 15.03.2024 passed by the Ld HPERC;
- (9) Before the Forum proceeds in the matter, it finds it expedient to reproduce for the sake of convenience the Force Majeure clause 'E' as appearing in the Tariff Order dated 15.03.2024 passed by the Ld HPERC and as referred to by the Complainant-
- E. Force Majeure Clause: In the event of a force majeure event, as defined in Himachal Pradesh Electricity Supply Code, 2009, as amended from time to time, the Consumer shall be entitled to proportionate reduction in Demand Charge or any other Fixed Charges, if applicable, provided he serves at least 3-day notice on the supplier for shut down of not less than 15 days duration.*
- (10) From examination of complaint, Forum finds that the Complainant, to support ibid clause 'E', has relied upon definition of Force Majeure as provided in HPERC (Multi Year Wheeling Tariff & Retail Supply Tariff) Regulations, 2023 notified on 29.11.2023 (**Annexure C5**) by the HPERC,
- (11) On plain reading of ibid clause 'E' appearing in the Tariff Order dated 15.03.2024, Forum finds that the same is not based on ibid Regulation notified by the HPERC on 29.11.2023 but is specifically based on HP Electricity Supply Code, 2009 and amendments thereto also notified by the HPERC;
- (12) On examination of HP Electricity Supply Code, 2009 and amendments thereto, Forum has not been able to find any definition of Force Majeure that has to be read with ibid clause 'E' so as to enable it to evaluate the complaint;
- (13) Forum also cannot evaluate the complaint based on facts of start and end dates or the number of days to be adopted as raised by the Complainant and as contended and brought out by the Respondent vis-à-vis the provision of number of days in the ibid clause 'E';
- (14) Accordingly, Forum holds that it is unable to interpret the ibid clause 'E' in absence of any express provision of Force Majeure in the Supply Code and amendments thereto nor is it possible for the Forum to adopt on its own the start and end dates or the number of days vis-à-vis the provision of number of days in the ibid clause 'E';
- (15) Seen from another angle, Forum finds that the Complainant has de-facto raised non-implementation by the Respondent of Ld HPERC Tariff Order and accordingly the instant



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complaint de-facto becomes one where Complainant has indirectly raised contravention of Orders passed by the Ld HPERC;

- (16) On examination of the Act, Forum finds that matters of contravention of the Act or Rules or Regulations made thereunder, are dealt under section 142 of the Act and thus the instant complaint cannot lie before this Forum and therefore it is not possible for the Forum to pass any directions in the complaint;
- (17) Forum holds that though the Complainant may be at liberty to file complaint before this Forum in accordance with the provisions of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 notified by the HPERC however, it is for the Forum to see and determine the maintainability of complaint before it. In the present matter, Forum finds that under the provisions of the Act and due to reason of Forum's inability to interpret the Force Majeure Clause 'E' ibid as stated in paras supra, the instant complaint is not maintainable before it;
- (18) In view of the foregoing discussion, Forum concludes that the complaint is not maintainable before this Forum and accordingly grants liberty to the Complainant to approach the Ld HP Electricity Regulatory Commission in the matter.
On aforesaid terms the complaint is **Dismissed**.

5. Case called, the matter was heard on 04.09.2025. The Authorized Representative for the Complainant sought adjournment through 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 admissions which was not possible unless the due opportunity could have been given to the other party. Accordingly, 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 present in the court room 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, be submitted by the Complainant immediately thereafter the submission of the reply by the Respondent Board. Accordingly, the





case was listed for final arguments on dated 16/09/2025 at 12:00 P.M or Immediately thereafter.

7. Case called, the matter was heard on 16/09/2025. The Respondent Board submitted reply on 15/09/2025 which was taken on record. The counsel for Respondents prayed for some more time for final arguments owing to inability of the concerned Assistant Engineer to appear in the Court due to unprecedented road blockades, prayer granted considering it as a genuine reason. Accordingly, the matter was further listed for final arguments on dated 30/09/2025.
8. Case called, the matter was heard on 30/09/2025. The Id. Counsel for Respondents (***under Secretary Law***) at the very outset prayed for dropping the name of Executive Director (Pers.), being a non-necessary party. After discussing the matter with the Authorized representative for Complainant, prayer granted and hence forth in the instant case, the name of Executive Director (Personal) shall be considered deleted.
9. The Respondent Board submitted reply on 15.09.2025 and the Authorized Representative for Complainant also submitted Rejoinder on dt. 30.09.2025 in the court room which was taken on record and the same are reiterated as under in totality to have composite view of both Reply and additional submissions of the Complainant.



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10. The Respondent Contends (Reply):

Preliminary Submissions:

1. That the present Representation is misconceived and not maintainable either in law or facts in the case. The CGRF order dated 28.07.2025 is well-reasoned and does not warrant interference. Further, the complainant is seeking relief which amounts to modification of Tariff Orders which is against the well-established principles of law and Regulations framed and notified by the Himachal Pradesh State Electricity Regulatory Commission under the process conferred upon it by the Electricity Act, 2003.
2. That no Legal or Vested right whatsoever of the complainant has been infringed or violated by the replying respondents in any way or any manner, so as to entitle the complainant to raise any grievance(s) against the replying Respondents. Therefore, the complaint is not maintainable and the same deserves dismissal in limine against the replying respondents.
3. That the complainant has no cause of action and locus standi to file and maintain the present complaint since the complainant has not been deprived or denied of a legal right and has not sustained an injury to any legally protected interest.
4. That the petitioner is estopped by his own act and conduct, acquiescence to file and maintain the present representation since the complainant has concealed the material facts from this Hon'ble Ombudsman as such the present representation is not maintainable and the same is liable to be dismissed against the replying respondents.
5. That it is submitted that the complainant is not entitled to file or maintain this representation before the Hon'ble Ombudsman against the replying respondents and there are no acts of omission and commission of the replying respondents which are against the provisions of law, which have caused grave injustice to the complainant in any manner whatsoever.
6. That the impugned complaint is not maintainable either on facts or law and the complainant has dragged the replying respondents to unwarranted litigation, hence the same is liable to be dismissed with costs.
7. That it is most humbly submitted that the supply agreement executed between the HPSEBL and Complainant specifically stipulates the applicability of demand charges as per the prevailing tariff, without provision for waiver on account of force majeure events in the matter, hence the instant representation is liable to be dismissed.
8. That complainant herein by means of the present representation have prayed mainly for the following's relief:
 - a) Set aside the Order dated 28-07-2025 passed by the CGRF in Complaint No. 3324/202506/11;
 - b) Direct the respondents to refund/adjust the proportionate demand charges levied for the shutdown period from 11-08-2024-31-08-2024;
 - c) Direct payment of interest on the refunded amount as per the applicable provisions;
 - d) Pass such other or further orders as may be deemed just and proper in the facts and circumstances of the case.
9. That it is submitted that the force majeure clause is not applicable to the complaint in law as well as in facts in the instant case. It is most humbly submitted that the complainant has intimated regarding closure of factory vide letter dated 13-08-2024 which has been received by the replying respondents on 16-08-2024. The copy relevant extract of diary register has been annexed **herewith as RA-1** for the kind perusal of Hon'ble Ombudsman. It is further added that as per the Force Majeure Clause the mandatory requirement of law is that the complainant must give the 3 days' notice on the supplier for shut down of not less than 15 days duration. However, in this particular case the application has been received in the Office of replying respondents on 16-08-2024. Further, another requirement of law is that premises must remain shut down for not less than 15 days, however, the



Signature



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Complainant himself has vide letter dated 27-08-2024 has submitted for the restoration of power supply. The copy letter dated 27-08-2024 has been annexed **herewith as RA 2** for the kind perusal of Hon'ble Ombudsman. Hence the claim of the complainant has not been covered under the force majeure clause. It is further submitted that even if the supply has been restored on dated 29-08-2024 then also the claim of the complainant is not sustainable in eyes of law, as the time has to be calculated from the receipt of notice i.e. 16-08-2024 in the case. Further, the complainant has misconceived the relevant provisions of force majeure clause, hence the claim is not tenable as per law.

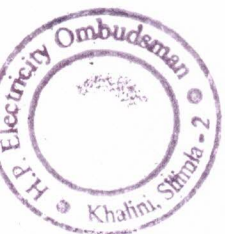
10. That it is most humbly submitted that as per the applicable Tariff Orders and the HPERC Regulations, the demand charges has been levied to cover the fixed costs incurred by the distribution Licensee in making the contract demand available, irrespective of the actual consumptions. Further these charges are not subject to waiver/rebate under the force majeure provisions, unless specifically provided.

REPLY ON MERITS:

1. Fact of the Case: -

- 1.1 That the contents of this sub-para of the representation are subject to the matter of record.
- 1.2 That the contents of this sub-para of the representation are not denied to the extent of matter of record, rest of the contents of this para is wrong, hence denied. It is further submitted that the force majeure clause is not applicable to the complainant in law as well as in facts in the instant case. It is most humbly submitted that the complainant has intimated regarding closure of factory vide letter dated 13-08-2024 which has been received by the replying respondents on 16-08-2024. The copy relevant extract of diary register has been annexed **herewith as RA-1** for the kind perusal of Hon'ble Ombudsman. It is further added that as per the Force Majeure Clause the mandatory requirement of law is that the complainant must give the 3 days' notice on the supplier for shut down of not less than 15 days duration. However, in this particular case the application has been received in the Office of replying respondents on 16-08-2024. Further, another requirement of law is that the premises must remain shut down for not less than 15 days, however, the Complainant himself has vide letter dated 27-08-2024 (**Annexure RA-2**) has submitted the application for the restoration of power supply. Hence the claim of the complainant has not been covered under the force majeure clause. It is further submitted that even if the supply has been restored on dated 29-08-2024 then also the claim of the complainant is not sustainable in eyes of law as the time has to be calculated from the receipt of notice i.e. 16-08-2024. Hence, the complainant has misconceived the relevant provisions of force majeure clause, hence the claim is not tenable as per law.

That it is further submitted that the contention of the complainant that the replying respondents had issued the permit to work and thereby acknowledged occurrence and impact of the flood is completely wrong, false, incorrect, hence denied vehemently. It is submitted that the issuance of permit to work are not the essential conditions for claiming the benefit of Force Majeure Clause. It is further submitted that the power supply to the complainant was made available on 29.08.2024. The Copy of permit to work has been annexed **herewith as RA-2** for the kind perusal of Hon'ble Ombudsman. The further delay of 3 days in availing the power supply was entirely on part of complainant which resulted into shutdown of his plant for more than 15 days and does not entitle him for availing the relief under force majeure clause. Further, it has been categorically made clear that the power supply up to the consumer premises was restored on 29.08.2024 by making all possible efforts and this cutoff date of restoration lies well within the threshold of 15 days which does not entitle the complainant for availing the benefit of demand charges waiver on account of force majeure clause.

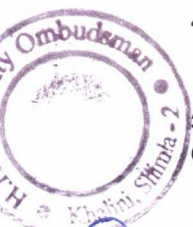




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That it is further submitted that the contention of the complainant that vide letter dated 27-08-2024 requested permission only for testing of the re-erected infrastructure and not for resumption of electricity is completely wrong, false, incorrect, hence denied vehemently. It is most humbly submitted that vide letter dated 27-08-2024 the complainants have explicitly requested for the restoration of power supply as soon as possible, hence it is wrong that the complainants have requested only for the testing of the re-erected infrastructure. Rest of the contents of this para is wrong, hence denied

- 1.3 That the contents of this sub-para of the representation are not denied to the extent of matter of record, rest of the contents of this sub-para is wrong, false, incorrect hence denied.
- 1.4 That the contents of this sub-para of the representation are not denied to the extent of matter of record, rest of the contents of this sub-para is wrong, false, incorrect hence denied. It is further submitted that the Complainant's reliance on "force majeure" is misconceived since there was no system-wide supply failure or other event recognized under the Supply Code or HPERC Tariff Orders, hence the representation is liable to be dismissed in limine.
2. **Reply to the Grounds of Representation: -**
 - 2.1 That it is most humbly submitted that the CGRF rightly refused to entertain tariff interpretation. The Hon'ble Supreme Court in Maharashtra Electricity Regulatory Commission v. Reliance Energy Ltd. (2007) 8 SCC 381 held that tariff determination and interpretation are within the exclusive domain of the State Commission and not Consumer Forums.
 - 2.2 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is most humbly submitted that the complainant has misconstrued Clause 'E' of the Tariff Order. It is submitted that the requirement of a minimum 15-day shutdown caused by force majeure beyond consumer's control is mandatory. Here, the shutdown arose from damage within the Complainant's own plant, not due to HPSEBL's inability to supply. It is also pertinent to submit here that only events directly impacting the licensee's supply obligation fall under force majeure for tariff relief and not all other circumstances in the case, hence the claim of the complainant is not sustainable in the eyes of law.
 - 2.3 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is most humbly submitted that the Complainant wrongly relies on the 2023 Regulations. Rest of the contents is wrong, false, incorrect, hence denied.
 - 2.4 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is most humbly submitted that the Complainant's reliance on general principles of force majeure is irrelevant and general contractual principles cannot override statutory tariff provisions.
 - 2.5 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied.
3. That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is most humbly submitted that the order dated 28.07.2025 is valid and binding and demand charges were levied strictly in terms of Tariff Orders; no refund is permissible. It is further added that the Interest cannot be claimed when no wrongful billing has occurred and vague reliefs beyond pleadings are not maintainable.
4. That it is most humbly submitted that the Representation is barred by settled principles of law. The same issue, once adjudicated by CGRF, cannot be re-opened unless jurisdictional error is shown, which is not the case here.
5. That the contents of this para are subject to the matter of record.
6. That the contents of this para are formal in nature.





In view of the above submissions and settled judicial principles, it is most respectfully prayed that this Hon'ble Ombudsman may be pleased to:

- a) Dismiss the present Representation filed by the Complainant;
- b) Uphold the order dated 28.07.2025 passed by the CGRF in Complaint No. 3324/202506/11;
- c) Pass any other order(s) deemed just and proper in the facts and circumstances of the case.

11. The Complainant's Additional Submission through Rejoinder:

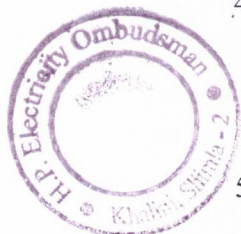
The Complainant most respectfully submits as under:

PRELIMINARY SUBMISSIONS

1. That the contents of the Reply filed by the Respondents are denied except to the extent specifically admitted herein. The Complainant reiterates the facts and grounds stated in its original Representation and submits that the Respondents' Reply is misleading, devoid of merit, and liable to be dismissed.
2. The Respondents' preliminary objections are baseless and intended to misdirect this Hon'ble authority from the substantive issues of the case. The Complainant's Representation is maintainable in law and on facts, as the grievance pertains to the wrongful denial of relief under a statutory Force Majeure clause, not a modification of Tariff Orders.

REPLY TO PRELIMINARY OBJECTIONS

1. **Re: Para 1 of Reply:** The contention that the Representation is "misconceived and not maintainable" is incorrect. The Complainant is not seeking a modification of Tariff Orders but the correct application of Clause 'E' of the Tariff Order, which explicitly provides for relief in Force Majeure events. The Consumer Grievances Redressal Forum (CGRF) abdicated its quasi-judicial duty by refusing to interpret this clause, which is central to resolving consumer grievances. The Complainant's appeal is therefore a legitimate challenge to the CGRF's flawed order.
2. **Re: Para 2 & 3 of Reply:** The claim that no legal or vested right has been infringed is vehemently denied. **The right to claim relief under the Force Majeure clause is a statutory right** granted under Clause 'E' of the General Conditions of Tariff, which is legally binding on the Respondents. The denial of this rightful claim constitutes a clear cause of action and establishes the Complainant's *locus standi* to file this Representation.
3. **Re: Para 4 of Reply:** The allegation that the Complainant has "concealed the material facts" is baseless and defamatory. The Complainant has transparently presented all relevant facts, including the date of the flood (11.08.2024), the date of intimation (letter dated 13.08.2024), the request for restoration for testing purposes (letter dated 27.08.2024), and the actual date of restoration (29.08.2024). It is the Respondents who are misinterpreting these facts to evade their obligations.
4. **Re: Para 7 of Reply:** The assertion that the supply agreement does not provide for a waiver on account of Force Majeure is misleading. **Clause 'E' of the Tariff Order, which is statutory, supersedes any contractual provision** and explicitly entitles the consumer to a proportionate reduction in Demand Charges during a Force Majeure event. General contractual principles cannot override specific statutory tariff provisions.
5. **Re: Para 9 of Reply (Force Majeure Conditions):** The Respondents' main argument hinges on a misinterpretation of the conditions for invoking Force Majeure.





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- **On the 3-day Notice Period:** The Respondents wrongly insist on a mandatory 3-day prior notice. This condition is applicable for planned shutdowns, not for unforeseen and uncontrollable events like a flash flood. The Complainant's factory and the Respondents' own supply lines were washed away on 11.08.2024, making prior notice an impossibility. The Complainant acted diligently by providing intimation at the earliest possible opportunity on 13.08.2024.
- **On the 15-day Shutdown Duration:** The Respondents incorrectly claim the shutdown was for less than 15 days by starting the count from the date of receipt of notice (16.08.2024) and ending it at the date of the restoration request (27.08.2024). This is a flawed interpretation. The shutdown period commenced on **11.08.2024** when the flood occurred and ended on **29.08.2024** when the power supply was actually restored. This constitutes a total of **18 days**, which is more than the required 15-day duration. The Respondents themselves issued a permit to work on 11.08.2024 and only cancelled it on 29.08.2024, confirming the duration of the outage. The request for restoration on 27.08.2024 was explicitly for "testing of the re-erected infrastructure," not for the resumption of electricity for operations.

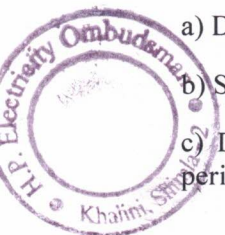
REPLY ON MERITS

1. **Re: Para 1.2:** The contention that the Complainant's claim is untenable because the letter dated 27.08.2024 was for restoration of power supply is incorrect. The letter clearly states the need for power to "test and restore our Internal Machineries" and to have the Respondents' protection team conduct "complete testing of Substation & restore our Power Connection". This was a prerequisite to making the plant operational and not the end of the shutdown period. The shutdown ended only when supply was fully restored on 29.08.2024.
2. **Re: Para 1.4:** The assertion that there was no "system-wide supply failure" is irrelevant. The definition of a "Force Majeure Event" in the MYT Regulations, 2023, includes "acts of God, including but not limited to...flood" which are beyond the reasonable control of a party. The damage to the Complainant's factory and the Respondents' own infrastructure due to a flash flood falls squarely within this definition. The shutdown was a direct consequence of this event.
3. **Re: Para 2.2:** The claim that the shutdown arose from "damage within the Complainant's own plant" and not the Respondents' "inability to supply" is a gross misrepresentation. The initial cause of the shutdown was a flash flood that destroyed both the Complainant's factory and the Respondents' electricity supply line. The Respondents have themselves acknowledged this by issuing a permit to work and have not denied that their infrastructure was also damaged. Therefore, the shutdown was beyond the control of the Complainant.
4. **Re: Para 3:** The Complainant reiterates that the CGRF order dated 28.07.2025 is invalid as the Forum wrongly declined jurisdiction. The Complainant is entitled to claim interest on the delayed refund of excess demand charges as per Clause 5.7.3 of the Supply Code, 2009.

PRAYER

In light of the above submissions, it is most respectfully prayed that this Hon'ble Ombudsman may be pleased to:

- a) Dismiss the Reply filed by the Respondents.
- b) Set aside the CGRF Order dated 28.07.2025.
- c) Direct the Respondents to refund/adjust the proportionate demand charges for the shutdown period from 11.08.2024 to 31.08.2024.



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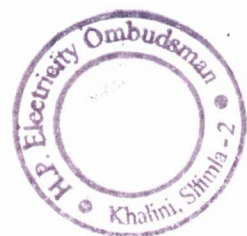
- d) Direct payment of interest on the refunded amount as per applicable provisions.
- e) Pass any other order(s) as deemed just and proper in the circumstances of the case.

12. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the relevant record on 30.09.2025 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.

13. The Arguments of both during proceedings :

The final arguments were conducted on 30/09/2025 and both the parties were given due opportunity to argue their contentions to the brim.

- a. At the very outset, the Authorised Representative for Complainant addressed grievances as stands reiterated under para-3 of this order and confined their arguments to the extent that the Respondents did not grant the requested relief, and billed the Appellant for full demand charges vide bill dated 08.09.2024.
- b. The Authorized Representative for Complainant further supplemented his arguments by placing before the court the following chronological events:
 - i. That on 11.08.2024, the Appellant's factory suffered damage due to a flash flood which also washed away parts of the electricity infrastructure.
 - ii. That on the same day, the Respondents issued a permit for work, thereby acknowledging the occurrence and impact of the flood.



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- iii. and subsequently, on 27.08.2024, requested permission only for testing of the re-erected infrastructure—not for resumption of electricity.
- iv. That the Electricity was actually restored only on 29.08.2024.
- c. The Authorized Representative for Complainant vigorously emphasized his resentment on the grievances that the Forum erred in law by refusing to adjudicate on the ground that it lacked jurisdiction to interpret Clause 'E' of the Tariff Order due to absence of a force majeure definition in the Supply Code. He further added that if CGRFs cannot examine such clauses in billing disputes, the entire purpose of the grievance redressal mechanism under Section 42 of the Electricity Act, 2003 stands defeated.
- d. The Id. Counsel for Respondents and Assistant Engineer appeared in the court put forth their arguments by saying that the complainant has intimated regarding closure of factory vide letter dated 13-08-2024 which has been received by the replying respondents on 16-08-2024.
- e. The Id. Counsel for Respondents and Assistant Engineer further added to the arguments that as per the Force Majeure Clause the mandatory requirement of law is that the complainant must give 3 days' notice on the supplier for shut down of not less than 15 days duration.
- f. The Id. Counsel for Respondents and Assistant Engineer tried to convince this court by arguing that as per

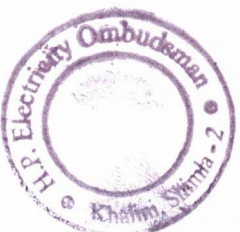


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requirement of law, the premises must remain shut down for not less than 15 days and in this context, they further strengthened their views by reiterating the part of their reply that even the reference to the application submitted by the Complainant through letter dt.27-08-2024 for the restoration of power supply does not sound for coverage of claim of the complainant under force majeure. They further emphasized during arguments that even if the supply had been restored on dated 29-08-2024 then also the claim of the complainant is not sustainable in eyes of law as the time has to be calculated from the receipt of notice i.e.16-08-2024 which works out to be less than 15 days.

- g. The Authorised Representative for Complainant in his counter arguments asserted that as per record, the period of shutdown commences on **11.08.2024** when the flood occurred and ends on **29.08.2024** when the power supply was actually restored, constitutes a total of **18 days**, which is more than the required 15-day duration in contrary to as argued by the Respondents. He further supported his arguments by saying that the Respondents themselves issued a permit to work on 11.08.2024 and cancelled it only on 29.08.2024.
- h. Before closing the arguments, this authority asked from the Assistant Engineer appeared as Respondents whether the day of flood event when such catastrophic occurred on

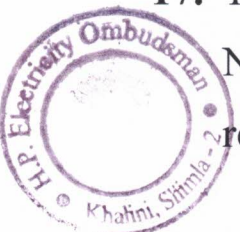


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11.08.2024 resulted in tripping of supply immediately in the concerned Sub-Stn. feeding the Complainant's feeder and thereafter issuing permit to the Complainant by the Sub-Station staff for availing shutdown on the same day to commence repair work, does not construe as an official intimation to the Respondent Board, being the Sub- Station also as one of the offices as well as part and parcel of the Respondent's curriculum. The Assistant Engineer could not deny on such factual status as asked. After hearing both the parties at length, the Arguments were concluded and 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.

14. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable.
15. The documents annexed and placed on record, arguments advanced by both the parties have gone through in depth.
16. The appropriate Acts, Supply Codes, MYT Regulation, relevant Tarif Orders as well as orders of Hon'ble Apex court cited in the representation have been referred to for clarity.
17. The findings of Id. CGRF in order dt.28/07/2025 in Complainant No.3324/202506/11 as stands recapped under **para-4** has also been referred to in conjunction with above submissions & documents



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placed on record by both the parties, so as to have a composite view of the case to arrive at judicious platform.

18. The contentions of the Complainant detailed under **para-‘3’**, response of Respondent Board detailed under **para-‘10’**, Rejoinder submitted by the Complainant placed under **para-11**, Arguments conducted at length & placed under **para-‘13’**, 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 instant matter shall also carry detailed analysis while delving on misconceptions as contended.

19. After going through the reply submitted, it has been observed that the Respondents at the very outset opined as under:

- a. that the present complaint is not maintainable either in law or facts in the case. The CGRF order dated 28.07.2025 is well-reasoned and does not warrant interference. Further, the complainant is seeking relief which amounts to modification of Tariff Orders which is against the well-established principles of law and Regulations framed and notified by the Himachal Pradesh State Electricity Regulatory Commission under the process conferred upon it by the Electricity Act, 2003.
- b. that no Legal or Vested right whatsoever of the complainant has been infringed or violated by the replying respondents in any way or any manner, so as to entitle the complainant to raise any grievance(s) against the replying Respondents. Therefore, the complaint is not maintainable and the same deserves dismissal.

20. In view of intricacy involved, this authority first works on the issue of maintainability and is not convinced on the above averments raised by the Respondent on the ground that the Complainant is seeking relief which amounts to modification of Tariff Orders which is against the well-established principles of law. These averments of the Respondents draw attention of this authority to have a deep glance in the order dt.28.07.2025 of Id. CGRF on this specific issue of non-maintainability and recaps some of the



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important paras of the said order which are quite relevant to arrive at legitimate decision:

“(14) Accordingly, Forum holds that **it is unable to interpret the ibid clause ‘E’ in absence of any express provision of Force Majeure in the Supply Code** and amendments thereto nor is it possible for the Forum to adopt on its own the start and end dates or the number of days vis-à-vis the provision of number of days in the ibid clause ‘E’;”

“(17) In the present matter, Forum finds that under the provisions of the Act and due to reason of Forum’s inability to interpret the Force Majeure Clause ‘E’ ibid as stated in paras supra, the instant complaint is not maintainable before it;”

21. Before landing to conclusion on the issue of maintainability, it shall be in the healthy spirit of justice to understand the austerity of the following references:

a. MYT Regulations of the Himachal Pradesh Electricity Regulatory Commission (**Multi Year Wheeling Tariff & Retail Supply Tariff**) Regulations, 2023 which came into force from the date of their publication in the Official Gazette. The modalities covered by the said Regulation in respect of **“Force Majeure Event”** being a prime issue, are reproduced as under:

“(t) **“Force Majeure Event”** means, with respect to any party, any event or circumstance, or combination of events or circumstances, which is not within the reasonable control of, and is not due to an act of omission or commission of that party and which, by the exercise of reasonable care and diligence, could not have been prevented; and, without limiting the generality of the foregoing, shall include the following events or circumstances: -

(i) **acts of God**, including but not limited to lightning, landslide, storm, action of the elements, earthquakes, **flood**, torrential rains, drought and natural disaster or exceptionally adverse weather conditions;

(ii) strikes and industrial disturbances having a State-wide or extensive impact in the area of supply of a Licensee, but excluding strikes and industrial disturbances in the Licensee's own organization;



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- (iii) acts of public enemy, war (declared and undeclared), blockades, embargo, invasion, armed conflict or act of foreign enemy, insurrections, riots, revolution, sabotage, terrorist or military action, vandalism and civil disturbance;
- (iv) unavoidable accident, including but not limited to fire, explosion, radioactive contamination and toxic chemical contamination;
- (v) any shutdown or interruption of the Grid, which is required or directed by the State or Central Government or by the Commission or by the concerned Load Despatch Centre; and any shut down or interruption, which is required to

- b. Business Plan and MYT Order for 5th Control Period (FY25-29) Himachal Pradesh Electricity Regulatory Commission Page | 412 HPSEBL-D ANNEXURE – I GENERAL CONDITIONS OF TARIFF AND SCHEDULE OF TARIFF PART-I: defines “Force Majeure” as under:

E “Force Majeure Clause: In the event of a force majeure event, as defined in Himachal Pradesh Electricity Regulatory Commission (Multi Year Wheeling Tariff & Retail Supply Tariff) Regulations, 2023, **the Consumer shall be entitled to proportionate reduction in Demand Charge or any other Fixed Charges, if applicable**, provided he serves at least 3-day notice on the supplier for shut down of not less than 15 days duration.”

22. Further directions of the Hon’ble Commission which are also quite relevant to make above Tariff order operational are as under:

“the Commission further directs the Licensee to publish the Tariff in at least two English and two local language daily newspapers having wide circulation in the area of supply before 7 th April, 2025 and to put up the approved Tariff / Tariff schedule on its website and make available for sale, a booklet containing such Tariff to any person on payment of reasonable charges. HPSEBL is directed to make available the copies of the Tariff Order to all concerned officers up to AE level, and sub-divisions before 20th April, 2025. **The HPSEBL may file clarificatory Petition in case of any doubt in the provisions of the Tariff Order, within 30 days of issue of the Tariff Order.**”

23. After acquiring detailed input of above references, this authority draws the following inferences:

- a. that both MYT regulations and Tariff orders stand devised by the Hon’ble Commission as well as the Tariff orders are made



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by the Commission using methodology/modalities as per MYT regulation.

- b. that the licensee is given due instructions by the Hon'ble Commission for its wide publicity in the news papers as well as to sell at reasonable rates to public for its implementation.
- c. that liberty to the licensee to file clarificatory Petition in case of any doubt in the provisions of the Tariff Order, within 30 days of issue of the Tariff Order.

24. In due cognizance to above findings, it has been observed that there appeared no-where in the record that, whether at any point of time the Respondents filed clarificatory petition before the Commission in view of above liberty, exclusively on the issue of 'Force Majeure' within stipulated period of time as such the reply of the Respondent under the behest of order dt.28/07/2025 of Id. CGRF does not put convincing averments before this court on the issue of maintainability whereas while counting the days for instant force majeure event, the Respondent Board in 'Preliminary Submissions' under para-9 of reply is also showing reference/reliance on the para 'E'(ref. para-21(b)) of the Tariff Order.

25. While delving para (14) and (17) of the said order dt.28/07/2025 of Id. CGRF, reproduced under para-20 above, it has been observed that the Id. CGRF has shown inability to interpret the ibid clause 'E' in the absence of any express provision of Force Majeure in the Supply Code. He may be right principally. But in the instant case





since, the author in respect of **Supply Code, MYT Regulation and Tariff order** is same i.e. Hon'ble Commission, the Statutory Authority, how can we overlook/ ignore the above modalities as well as provisions defined in the General Conditions of "**Tariff& Schedule**" by the Hon'ble Commission which undoubtedly provides the number of days etc. required to recognize an event as Force Majeure under present circumstances and are still operative.

26. In view of above detailed findings, 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.

27. After ascertaining maintainability, this authority proceeds further to delve the key issue of contentions i.e. whether the instant event falls within the ambit of '**Force Majeure**' mandate or not. On examining the documents placed on record, submissions &





Rejoinder made by the Complainant, the reply submitted by the Respondent, Arguments advanced by both the parties, this authority deduces that the Respondents in the instant case relied on the letter of intimation dt. 13.08.2024 which was received on 16.08.2024 and thereafter as per record, an Application requesting power only for testing was submitted on 27.08.2024 and finally the shutdown was cancelled on 29.08.2024. Accordingly, reckoned the counting of days of event from 16.08.2024 to 27.08.2024 which according to the Respondents worked out to be 11 days and even considered 13 days by counting till 29.08.2024, the day of cancellation of shutdown & did not allow the privilege as admissible during Force Majeure events.

28. While examining letter dt. 13.08.2024 which was received on dt. 16.06.2024., as well as letter dt.27.08.2024 it has been observed as under:

a. letter dt. 13.08.2024:

that the Complainant intimated regarding the event occurred on 11.08.2024 at 12.30 PM, the specific contents are read as *“As you must be already aware the flash flood situation faced by the factories in the area, when a flash flood occurred at 12.30 PM on 11.08.2024. Our factory got flooded and even the electricity supply line to our factory got washed away”*.

b. letter dt.27.08.2024:

that the Complainant requested for power supply for testing purpose, the specific contents are read as *“We have restored our 33*





Kv Sub-station & internal Electrical System, now we need power connection to test and restore our internal Machinerries.”

29. This authority after scrutiny of above letters dt. 13.08.2024 & 27.08.2024 respectively and referring to the permit dt. 11.08.2024 attached as **Annexure-RA-3** at **page-17** of the reply, issued for commencing of shutdown for carrying out restoration work and thereafter cancellation of same on dt. 29.08.2024, placed at **page-18** of the reply, draws considered opinion that under such crucial circumstances when flash floods caused damage to the system of both the entities which was quite transparent & universal event beyond the control of individual and known to all, splashes essence in the interest of justice that the date of instantaneous tripping of such persistent nature on occurrence of event and immediately issuing of permit on the same day on **dt.11.08.2024** for commencement of shutdown, can be legitimately considered as **date of intimation** in the sub-station of Respondents which cannot be denied and even the contents of letter **dt.13.08.2024** draws explicit attention towards the event which occurred on 11.08.2024 at 12.30 P.M. It is pertinent to mention here that in such cases sometimes one cannot intimate immediately due to destabilization of the system. However, in the instant case, the sub-station which is well a part and parcel of the Respondent Board's establishment and staff present over there is competent enough to understand the events and issue permits thereof, are enough to be considered as an



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intimation on behalf of Respondent Board and further such entries are recorded in the log sheet of the respective Sub-station .

30. The matter was discussed at length during arguments and it was observed that the Respondent did not give cognizance to the date of event which occurred on 11.08.2024 with subsequent tripping in the respective sub-station and from that moment onwards the supply could not stand owing to damage of infrastructure of both Complainant & Respondent Board, reported to be washed away due to flash flood. This reality was also accepted by the concerned present in the court room as Respondents.

31. The Relevant part of the permit dt.11.08.2024 attached as **Annexure-RA-3** at **page-17** of the reply as well as cancellation of **permit dt. 29.08.2024** placed at **page-18** is reiterated for reference and record as under:

a. Permit dt.11.08.2024: (ref. Annexure-RA-3 at page-17 of Reply)

“PTW issued to Mr. Pardeep Kumar J.E. for heavy rain & flood damage.”

Sub Divisional Officer

Time 12.43 hrs.

dt. 11.08.2024

Signed by

Sub Station Operator

b. Cancellation Permit on dt.29.08.2024: (ref. page-18 of Reply)

“I hereby declare this form cancelled. All switch gear keys received back”

Sub Divisional Officer

Time 20.57hrs.

dt. 29.08.2024

Signed by

Sub Station Operator



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32. In view of above analysis & due adherence to above date of issue and date of cancellation of permits , this authority conclusively affirms that under such legitimate circumstances, the event so occurred stands recognized by everyone concerned and falls within the mandate of clause **t(1) of MYT** regulation as reproduced above under **para-21(a)** of this order and also qualifies the mandatory conditions of 15 days of Tariff Order **para-E (ref. para-21(b) above)** w.r.t. the date of intimation on 11.08.2024 for availing shutdown and thereafter completion of work intimation on dt.29.08.2024 for cancellation of Shutdown to the Sub-Station operator of the Respondent Board ,entitles Complainant to avail privilege of Force Majeure conditions as per above directives of Hon'ble Commission in the instant case. It is further added that had the Complainant got shutdown cancelled before expiry of 15 days, the event could not have been considered as Force Majeure.

33. This authority after digging the reply submitted by the Respondents feels it meticulously to reiterate below the very relevant part of the para-1.2 appearing under the heading 'Reply on Merits':

*"-----Further, another requirement of law is that the premises must remain shut down for not less than 15 days, however, the Complainant himself has vide letter dated 27-08-2024 (Annexure RA-2) has submitted the application for the restoration of power suppl-----
--."*

34. While concluding findings, this authority perceives affirmative assertions that even if the date of restoration of supply is considered as 27.08.2024, the period of shutdown remained as 17 days w.r.t. the



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date 11.08.2024 and even then qualifies the requirement of law as contended by the Respondent in reply at para-1.2 as one of the mandatory requirements of the law which is also reiterated under para-33 above for reference. Hence, contentions of the Complainant are sustained in the instant case.

35. In terms of above findings, the excess amount remained with the Respondent Board towards demand charges for the said period of event w.e.f. 11.08.2024 to 29.08.2024 or 31.08.2024 which so ever permissible as per record, makes the Complainant further entitled for 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.

36. In sequel to above conclusive findings, the instant complainant is allowed and the order is as appended below:

- a.** The order dt. 28/07/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 3324/202506/11 is upheld partially and the paras not in conformity to the findings of this order are quashed.





- b. The Respondent Board is directed to refund/adjust the proportionate demand charges levied for the shutdown period from 11.08.2024 to 29/08/2024 or 31.08.2024 whatsoever as per record within 15 days excluding holidays from the date of issue 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 appropriate action by the Commission under the provisions of the Electricity Act, 2003 and onus on individuals.
- c. The Respondent Board is further directed to pay interest in terms of findings under para-35 of this order, from the date the said payment becomes due as per record till it is refunded/adjusted 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 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.
- 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. No cost to litigation.



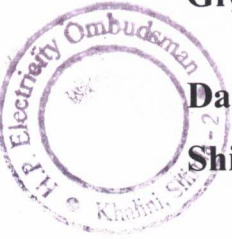


- f. In terms of above findings, the Complaint filed by M/S Vardhman Ispat Udyog, Village Bathri, Tehsil Haroli, Near Tahliwala, District Una, HP-174301 is hereby disposed as dismissed.
- g. The case file is consigned to record room and order is also placed at site as well as conveyed telephonically for the convenience of reference.

Given under my hand and seal of this office.

Dated: 09/10/2025

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09/10/2025
Electricity Ombudsman