HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
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In the matter of: **Complaint No. 29/2025**

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, Tahliwala, District Una HP-174507**

- Respondents

Present for:

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

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

QUORUM 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**

Er. Deepak Uppal
HP Electricity Ombudsman

1. **Brief Facts of the Case:**
   a. The Appellant 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

Uppal

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. 3324/202506/15.

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 Contends:**

   a. That the electricity bill dated 11.10.2024 raised by HPSEBL for the period 31.08.2024 to 30.09.2024 did not include the applicable GoHP subsidy, although the subsidy was only withdrawn prospectively w.e.f. 01.10.2024.

   b. That the Appellant immediately raised an objection via letter dated 14.10.2024 and deducted the subsidy amount of ₹59,18,400/- from the total bill of ₹3,93,83,250/-, paying the balance amount in good faith.

   c. **That on 16.10.2024**, the Complainant received a letter issued by the Hon'ble State Commission clarifying the non-applicability of the subsidy in question. This letter was received prior to the due date of the electricity bill, i.e., **21.10.2024**, and accordingly, the Complainant did not pay the disputed subsidy amount. A true copy of the said letter dated **16.10.2024** is annexed herewith as **Annexure C7**.

   d. That in the subsequent bill dated 14.11.2024, no arrears were shown against the previous bill, thereby confirming that the deduction made by the Appellant was accepted by the system and not treated as unpaid dues.

   e. That despite this, Late Payment Surcharge (LPS) of ₹88,776/- was levied in the bill dated 14.11.2024, leading to filing of Complaint No. 3324/202506/15 before the CGRF, Shimla.

   f. That the Forum dismissed the complaint on 28.07.2025, holding that the Appellant had acted without authorization and that the matter of GoHP subsidy was not within its jurisdiction.

   g. That the CGRF erroneously held that it could not entertain the grievance, confusing the issue of LPS levy with the broader question of GoHP subsidy. The grievance pertains to wrongful levy of LPS, not subsidy entitlement. The GoHP subsidy is not in dispute at all. The H.P. High Court judgement in CWP 12178/2021 attached/ cited by the respondents in their reply before Forum, is not relevant at all, as the question in that litigation was purely whether the State Government would withdraw the subsidy or not.

   h. That the Forum relied on Regulation 5.7.1 which relates to payment of disputed bills, ignoring Regulation 5.7.3 which protects consumers from LPS in cases of genuine overcharging.

   i. That the bill dated 14.11.2024 did not reflect any arrears from the previous billing cycle. Hence, there was no legal basis to levy LPS. As per Clause J of the Tariff Order for FY

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2024–25 (Page 395, HPSEBL-D Business Plan and MYT Order), LPS shall be levied only on the 'outstanding amount' excluding electricity duty and taxes. In the present case, since the subsequent bill did not reflect any arrears, there was no 'outstanding amount' on which LPS could be charged. Hence, the levy of ₹88,776 as LPS is in direct contravention of this tariff clause.

j. That the validity of Deduction Proven by Subsequent Billing: The deduction was carried out pursuant to the letter of the Hon'ble State Commission dated 16.10.2024, clarifying the inapplicability of the subsidy. This letter, being prior in time to the due date of the bill (21.10.2024), forms a valid and contemporaneous basis for the deduction. The impugned levy of Late Payment Surcharge (LPS) on the said amount is thus wholly unjustified. Also, the absence of any arrears in the next bill confirms that the deduction was legitimate and accepted by HPSEBL, negating the charge of late payment.

k. That the Complainant's action was a good faith protest against a facially incorrect bill. Penalizing the consumer for not paying an overcharged amount is inequitable.

l. That there is no requirement under the Electricity Act or the HPERC Supply Code that a consumer must pay an illegal demand first before seeking redressal. Forcing payment would be inequitable and contrary to the principles of consumer protection.

m. That in the matter of TPL Industries v. UPPCL (APTEL), it was held that Forums must entertain grievances involving tariff disputes. In Alopi Parshad (SC) and Dhanrajamal Gobindram (SC), it was clarified that technicalities must not override substantive justice in utility billing cases.

n. **Reliefs Sought**

- **i.** Set aside the Order dated 28.07.2025 passed by the CGRF in Complaint No. 3324/202506/15;
- **ii.** Direct the Respondents to refund/adjust the LPS amount of ₹88,776/- levied in the bill dated 14.11.2024;
- **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.

4. In order to have clarity on the findings of ld. CGRF also w.r.t. above contentions of the Complainant, the said orders dt.28/07/2025 in Complainant No.3324/202506/15 needs to be reiterated in totality for record and reference as under.

<u>CGRF Order:</u>

Brief Facts of Complaint:

(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 Respondent raised electricity bill dated 11.10.2024 (**Annexure C3**) for the consumption period 31.08.2024 to 30.09.2024 where-in the Respondent wrongly discontinued the Government of Himachal Pradesh (GoHP) subsidy which was to be withdrawn w.e.f 01.10.2024;

(4) Accordingly, Complainant after writing letter dated 14.10.2024 (**Annexure C1**) on its own deducted the GoHP subsidy amounting to Rs 59,18,400/- from total amount of Rs 3,93,83,250/- and deposited the balance amount. However, Respondent in the electricity bill dated 14.11.2024 (**Annexure C4**) charged late payment surcharge (LPS) of Rs 88,776/- on the unpaid amount;

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(5) Complainant is aggrieved by the ibid LPS of Rs 88,776/- recovered by the Respondent and has prayed for refund of this LPS along with Interest in accordance with regulation 5.7.3 of the HP Electricity Supply Code, 2009;

(6) On the other hand it is Respondent's case that the Complainant without following the provisions of the Supply Code notified by the HP Electricity Regulatory Commission (HPERC) has on its own deducted the subsidy, which resulted in LPS being charged and is thus not entitled to refund of LPS. The subsidy is adjusted in compliance to directions of the State Government and the Complainant acted on its own without following due procedure;

(7) Respondent has cited, reproduced and placed on record Hon'ble HP High Court Order passed on 03.12.2024 (**Annexure RA2**) in CWP 12178 of 2024 and other connected 191 CWPs, wherein the Complainant is also a petitioner. In this Order, while dismissing the petitions, the Hon'ble Court is pleased to hold that the "*...court sees no reason to interfere with the decision of Board in raising energy bills, without component of subsidy...*";

(8) Respondent has also relied on and quoted code 5.7 of the HP electricity Supply Code (**Annexure RA1**) notified by the HP Electricity Regulatory Commission (HPERC) which provides as follows: -

> *"....5.7 Disputed electricity bills. –*
> *5.7.1 A consumer will effect full payment of the billed amount even if it is disputed one, failing which the licensee may initiate action treating it as a case of non-payment:"*

(9) Respondent, for reasons aforesaid, has prayed for dismissal of complaint;

ORDER

(10) Forum has examined the relevant provisions of the Electricity Act, 2003, relevant Regulations / Codes framed and notified by the HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 and the HP Electricity Supply Code, 2009 and amendments thereto, record and facts along-with pleadings of the parties. We have heard the parties at length. The considered opinion of the Forum has been gathered after examining and analyzing fair facts, evidences and correspondence placed on record and arguments adduced by parties;

(11) Forum from examination of complaint finds that the instant matter is originally regarding non-grant of Government of Himachal Pradesh (GoHP) subsidy to the Complainant by the Respondent in electricity bill dated 11.10.2024 (**Annexure C3**). Subsequently, this subsidy was at its own level deducted by the Complainant from the total bill and balance paid by the Complainant. This eventually resulted in Complainant being charged LPS in electricity bill dated 14.11.2024 (**Annexure C4**) for the unpaid part of the said previous bill;

(12) During the course of hearing in the matter, the Authorized Representative strongly argued that after its letter dated 14.10.2024 to the Respondent, this action of the Complainant to deduct the subsidy at its own and pay the balance bill without properly approaching the authorities was a right action;

(13) Forum finds from perusal of ibid Supply Code that the levy of LPS on unpaid amount is to be in accordance with the provisions of Supply Code which has accordingly been levied by the Respondent. Further, the Complainant under law/ Supply Code is vested with right to dispute electricity bill. However, Forum does not find any right vested with the Complainant to act as an adjudicator of its own cause especially when it is vested with right to approach the Respondent in the first instance and thereafter the notified adjudicating authorities;

(14) Forum observes that the issue of said late payment surcharge (LPS) has arisen in the matter merely due to the wrong action of the Complainant to not make the full payment of the electricity bill. Had the Complainant made full payment of electricity bill and thereafter approached the Respondent for any reversals / refund, then the issue of LPS would not have arisen. Forum is inclined to agree with the Respondent in this regard. When Rules / Regulations / checks and balances exist, then it is not open for the Complainant to act on its

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own whims and fancies or to attempt to drive the system otherwise vested under the Electricity Act, 2003 with the Respondent as distribution licensee to do;

(15) Forum accordingly holds that Complainant's own doings and actions have resulted in the instant dispute and such actions of the Complainant cannot garner the support of this Forum;

(16) Now returning to the original matter of GoHP Subsidy. In the Hon'ble HP High Court Order passed on 03.12.2024 (**Annexure RA2**) in CWP 12178 of 2024 and other connected 191 CW Forum finds that even the Court has clearly refused interfering with the decision of the Board in raising energy bills without component of subsidy;

(17) Therefore, Forum observes that grant or non-grant of GoHP subsidy, being a matter purely between the Government of HP and the Respondent, this Forum cannot interfere in the matter which originally pertains to GoHP subsidy. Consequently, Forum cannot interfere and pass Orders even on the levy of LPS for less payment of an electricity bill after deducting the GoHP subsidy on its own by the Complainant such arising originally from non-grant of the said GoHP;

(18) Forum from perusal of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 also finds that no powers are vested with the Forum to decide matters pertaining to GoHP Subsidy;

(19) In view of foregoing, Forum holds that it shall not interfere with the actions of the Respondent and thus cannot pass any Orders / directions to the Respondent in the instant complaint. Accordingly, Complainant is given liberty to approach the Respondent in the instant 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 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.

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 ld. Counsel for Respondents as well as ld. 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

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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 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 11/09/2025 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 ld. 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 Authorized Representative also submitted Rejoinder along with note of written arguments on dt. 30.09.2025 in the court room which were taken on record. To have an overview of the reply submitted by the Respondents & Rejoinder and argument note submitted by the Complainant, the same also needs to be

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reiterated as under in totality to have composite view of both Reply and additional submissions of the Complainant.

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/representation 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/representation 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 complainant 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 that he himself has not followed the relevant provisions of Clause 5.7 of the HP Electricity Supply Code, 2009 (herein after be called as Supply Code) **(Annexure RA-1)** and its subsequent amendments. It is ought to submit here that Clause 5.7 of the Supply Code is specifically providing the provisions qua Disputed electricity bills and it is worthwhile to reproduce here the relevant provisions of the aforementioned Clause in its verbatim: -

5.7 Disputed electricity bills: -

5.7.1 A consumer will affect full payment of the billed amount even if it is disputed one, failing which the licensee may initiate action treating it as a case of non-payment:

Provided that no action will be initiated if such a consumer deposits, under protest -

(a) An amount equal to the sum claimed from him, or
(b) The electricity charges for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.

As such, the present representation is not maintainable since the complainant has not adhered the aforesaid relevant provisions and the complaint is liable to be dismissed against the replying respondent.

7. That the impugned representation is not maintainable either on facts or law and the complainant has dragged the replying respondents to unwarranted litigation despite having the fact that he himself has not followed the due procedure in the matter, hence the representation is liable to be dismissed with costs.

8. It is most humbly submitted that similar issue raised by the complainant in the instant representation has already been dealt by the Hon'ble HP High Court in - **CWP No. 12178/2024** and a well-reasoned judgment has been passed by the Hon'ble High Court on **03-12-2024 (Annexure RA-2)** and the relevant para of the said judgment is reproduced herein in its verbatim.

> **"73. Consequently, in view of detailed discussion as well as law taken into consideration, this court sees no reason to interfere with the decision of Board in raising energy bills, without allowing component of subsidy, as such, present petitions fail and are dismissed accordingly. All pending applications stand disposed of, in all the petitions. Interim directions, in all the cases stand vacated. No order as to costs." (Emphasis Supplied).**

It is ought to submit here that the complainant herein was also a petitioner in the aforesaid petition wherein a well-reasoned order/judgment has been passed by the Hon'ble High Court. As such the representation of the complainant is liable to dismissed in limine with cost.

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 admitted to the extent of matter of record, rest of the contents of this representation is wrong, hence denied.

1.3 That the contents of this sub-para of the representation are admitted to the extent of matter of record. It is most humbly submitted that the complainant has himself admitted the fact that he had deducted the subsidy amount at his own without following relevant provisions of the Supply Code, reference whereof has already been submitted hereinabove in paras supra and those may kindly be read as part and parcel of this para for the sake of brevity. It is ought to submit here that being a policy matter subsidy is required to be adjusted in compliance to the direction of the State Government, and the complainant was not required to act at its own convenience without following the due procedure as provided in the Supply Code. As such the representation is liable to be dismissed.

1.4 That the contents of this sub-para of the representation are admitted to the extent of matter of record, rest of the contents of this representation is wrong, hence denied. It is specifically denied that replying respondents has not adhere the relevant provision of the Supply Code. However, it is relevant to state here that the complainant himself has not adhered to the relevant provision of Clause 5.7 of the Supply Code which is abundantly clear qua disputed electricity bills and the detailed reference of the relevant provision has already been made herein above in para no. 6 of the preliminary submissions supra and the same may kindly be read as part and parcel to this para for the sake of brevity and consciousness.

1.5 That the contents of this sub-para of the representation are wrong, hence denied.

1.6 That in reply to the contents of this sub-para of the representation, it is humbly submitted that the LPS has been charged by the SAP system in conformity with the relevant provision of Clause 5.7 of the Supply Code since the complainant was required to deposit the electricity bill on the first instance and thereafter he was

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required to represent his grievance, if any. However, the complainant has deducted the relevant part of the subsidy at his own level which is totally against the mechanism provided in the Supply Code. It is further submitted that the complainant has claimed Late Payment Surcharge (LPS) of Rs. 88,776/- (59,18,400 x 1.5% = 88,776) on the grounds that the subsidy was wrongly stopped with effect from 01.09.2024 instead of 01.10.2024 in the energy bill, and consequently, the payment was made without accounting for the subsidy (Rs. 59,18,400/-) by the complainant himself, and the same subsidy was credited to the complainant in the energy bill of month 11/2024. The complainant deposited the bill without the subsidy, and the SAP billing system accordingly charged LPS of Rs. 88,776/- in the case. In the next month, however, the rebate of Rs. 75,58,800/- was wrongly credited to the complainant by the SAP system and was subsequently recovered in the next billing cycle, but without any LPS of Rs. 1,13,382/- being levied. Therefore, if the consumer is entitled to claim LPS of Rs. 88,776/-, then HPSEBL would also be entitled to claim LPS on the wrongly credited rebate amount of *24,606/- (Difference: 1,13,382 - 88,776 = 24,606). The copy of all such bills have been annexed herewith as **Annexure RA-3 (Colly)** for the kind perusal of the Ld. Ombudsman.

1.7 That the contents of this sub-para of the representation are subject to the matter of record.

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. Rest of the contents of this representation is wrong, false, incorrect, hence denied.

2.2 That the contents of this sub-para of the representation are admitted to the extent of matter of record. It is submitted that the complainant unilaterally and illegally deducted an amount of Rs. 59,18,400/- from the bill without authorization. Such unilateral adjustment is impermissible under the HPERC Supply Code, which requires the consumer to deposit the billed amount first and thereafter raise a dispute. Therefore, the complainant has initially violated the provisions of Supply code, hence barred from claiming the benefit of regulation 5.7.3 of the Supply Code in the matter.

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 absence of arrears shown in the system-generated subsequent bill does not erase the liability created due to underpayment of the earlier bill. The LPS is levied on delayed payment beyond due date and cannot be nullified by system oversight or consumer's unilateral deductions in the case.

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 Commission's clarification dated 16.10.2024 clearly settled the issue of subsidy withdrawal. Once clarified, the consumer was duty-bound to pay the full bill by the due date i.e., 21.10.2024. Further as the complainant has failed to comply with the relevant provision of the Supply Code, hence attracted LPS automatically as per the Supply Code in the case. Rest of the contents of this para is wrong, false, incorrect, hence denied.

2.5 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is further submitted that the Consumer's unilateral deductions cannot be termed as "good faith protest". The regulatory scheme requires payment first and dispute later. Otherwise, billing discipline would collapse, and utilities would face revenue losses.

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2.6 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is submitted that there is no illegality in requiring payment first. Further, the electricity dues must be paid as per demand, subject to later adjudication.

2.7 That the contents of this sub-para of the representation is wrong, false, incorrect, hence denied. It is submitted that the reliance on TPL Industries v. UPPCL (APTEL) and Alopi Parshad (SC) is misplaced. These cases do not deal with consumer's unilateral deductions in electricity bills but with tariff disputes before proper forums. Hence, the representation is liable to be dismissed.

3. That the contents of this sub-para a-d of the representation relating to prayer is wrong, false, incorrect, hence denied. It is most humbly submitted that the order dated 28.07.2025 is valid and binding.

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. 3324/202506/15;
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/Appellant (hereinafter "the Complainant") most respectfully submits this rejoinder to the reply filed by the Respondents, specifically denying all adverse averments not expressly admitted herein. The Complainant reiterates the facts and grounds stated in the original Representation and seeks leave to present the following submissions for the kind consideration of this Hon'ble Ombudsman.

Preliminary Submissions:

1. That the reply filed by the Respondents is a misleading attempt to justify an arbitrary and illegal action, namely the levying of a Late Payment Surcharge (LPS) of Rs. 88,776/-. The core issue is the wrongful imposition of LPS on an amount that was never due from the Complainant. The Respondents have conflated this with the larger policy matter of the Government of Himachal Pradesh (GoHP) subsidy, which is not the subject of this dispute. The CGRF erred in dismissing the complaint by misinterpreting the jurisdiction and scope of the grievance.

2. That the Respondents' contention that the representation is "misconceived and not maintainable" is incorrect. The Complainant is not seeking modification of any Tariff Orders but is challenging the illegal recovery of LPS on an amount erroneously charged by the Respondents themselves. The Respondents prematurely withdrew the GoHP subsidy for the billing period ending 30.09.2024, despite the withdrawal being effective only from 01.10.2024. This fact is further substantiated by the Hon'ble HPERC's letter dated

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16.10.2024, which clarified that the subsidy was applicable for energy consumption till 30.09.2024.

Rejoinder to the Respondents' Reply (Para-wise):

Re: Para 1-5 of Preliminary Submissions in Reply The contents are denied. The representation is maintainable as it arises from a clear deficiency of service by the Respondents.

- The CGRF order dated 28.07.2025 is not well-reasoned as it failed to adjudicate the core issue of the wrongly levied LPS and instead dismissed the complaint on jurisdictional grounds related to the GoHP subsidy.
- The Complainant has a clear legal and vested right to be billed correctly. By overcharging, the Respondents have infringed upon this right.
- The allegation of concealing material facts is baseless. The Complainant has acted transparently, having informed the Respondents in writing on 14.10.2024 about the incorrect bill and its intention to pay the correct amount after deducting the applicable subsidy of Rs. 59,18,400/-. This was done in good faith before the due date of 21.10.2024.

Re: Para 6-7 of Preliminary Submissions in Reply The contents are vehemently denied. The reliance on Clause 5.7 of the HP Electricity Supply Code, 2009 is misplaced and misconstrued.

- Clause 5.7.1, which requires payment of a disputed bill in full, is intended to protect the licensee from frivolous disputes. **However, this clause does not give the Respondents a license to raise patently incorrect and arbitrary bills and then penalise the consumer for the Respondents' own error**. The initial error was the premature withdrawal of the subsidy by the Respondents.
- Furthermore, Clause 5.7.3 of the Supply Code allows for the recovery of overcharged amounts with interest, implicitly acknowledging that billing errors can occur and consumers have a right to redress. The Complainant's action of paying the correct amount was a "good faith protest" against a facially incorrect bill.
- The Respondents' argument that the Complainant's deduction was unilateral and impermissible is misleading. **The deduction was validated by the subsequent bill dated 14.11.2024, which showed no arrears from the previous billing cycle, thereby confirming the system had accepted the deduction**. The LPS was levied despite the system showing no outstanding amount on which it could be charged. This establishes that the levy of LPS was a subsequent, separate, and wholly unjustified action.

Re: Para 8 of Preliminary Submissions in Reply The contents are denied as being irrelevant to the present dispute. The Hon'ble High Court's judgment in CWP No. 12178/2024 dealt with the policy decision of the GoHP to withdraw the subsidy and the Board's decision to raise bills without the subsidy component. **The said judgment did not adjudicate upon, or grant permission to, the levy of a Late Payment Surcharge on an amount that was wrongly billed in the first place**. The Complainant is not challenging the withdrawal of the subsidy itself, but only the consequential penalty arising from its premature and incorrect application by the Respondents.

Re: Reply on Merits (Para 1.1 to 2.7)

- The Complainant denies that it has violated the Supply Code. The Respondents themselves violated the billing norms by issuing an incorrect bill. The liability was created by the Respondents' error, not the Complainant's underpayment.
- The argument that the LPS was levied by the SAP system automatically is not a valid defense. The system operates on the inputs provided by the Respondents. The fact that the system accepted the part-payment without showing arrears in the next bill demonstrates the

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legitimacy of the payment made. The subsequent levy of LPS appears to be a manual intervention or a systemic flaw, for which the Complainant cannot be penalized.

- The Respondents' claim that they are entitled to claim LPS of Rs. 1,13,382/- on a wrongly credited rebate of Rs. 75,58,800/- is extraneous and an attempt to divert attention from the current issue. This has no bearing on the illegal levy of Rs. 88,776/-.
- The reliance on the Supreme Court judgment in *Maharashtra Electricity Regulatory Commission v. Reliance Energy Ltd.* is misplaced, as that case pertains to tariff determination, whereas the present case is about a wrongful penalty arising from a billing error.

Written Arguments:

1. **LPS is Chargeable Only on Arrears:** As per Clause J of the Tariff Order for FY 2024-25, LPS is levied on the 'outstanding amount'. In this case, the bill dated 14.11.2024, on which the LPS was levied, showed no "Total Arrears" from the previous cycle. Therefore, there was no outstanding amount or arrears upon which the LPS of Rs. 88,776/- could have been legally charged. The charge is in direct contravention of the applicable Tariff Order.
2. **Deduction Justified and Subsequently Validated:** The Complainant received clarification from HPERC on 16.10.2024 regarding the applicability of the subsidy, which was prior to the payment due date of 21.10.2024. This letter formed a valid and contemporaneous basis for deducting the subsidy amount. The Respondents' own billing system then confirmed this action was legitimate by not reflecting any arrears in the next bill, thereby negating the charge of late payment.
3. **Consumer Cannot be Penalized for Licensee's Error:** The entire chain of events was triggered by the Respondents' mistake of prematurely withdrawing the subsidy. It is a settled principle of law and natural justice that a party cannot take advantage of its own wrong. Forcing the Complainant to pay an illegal demand first and then seek redressal is inequitable, especially when the error is patent on the face of the record. The case law cited by the Complainant, such as *TPL Industries v. UPPCL (APTEL)*, supports the principle that technicalities should not override substantive justice in utility billing cases.
4. **Jurisdiction of the Forum/Ombudsman:** The CGRF erred in holding that it could not entertain the grievance. The complaint is not about the grant or non-grant of subsidy (a policy matter), but about "wrong billing" in the form of an illegal LPS, which squarely falls within the jurisdiction of the CGRF and consequently this Hon'ble Ombudsman.

Prayer:

In view of the foregoing submissions, it is most respectfully prayed that this Hon'ble Ombudsman may be pleased to: a) Set aside the impugned Order dated 28.07.2025 passed by the CGRF in Complaint No. 3324/202506/15. b) Direct the Respondents to refund/adjust the illegally levied Late Payment Surcharge (LPS) of Rs. 88,776/-. c) Direct the Respondents to pay interest on the refunded amount as per applicable provisions. d) Pass any other order(s) as may be deemed just and proper in the facts and circumstances of the case.

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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 of refund/adjust of the LPS amount of ₹88,776/- levied in the bill dated 14.11.2024;

b. The Authorized Representative for Complainant further supplemented his arguments by placing before the court the following in chronological order :

i. That the electricity bill dated 11.10.2024 raised by HPSEBL for the period 31.08.2024 to 30.09.2024 did not include the applicable GoHP subsidy, although the subsidy was only withdrawn prospectively w.e.f. 01.10.2024.

ii. That the Appellant immediately raised an objection via letter dated 14.10.2024 and **deducted the subsidy amount of ₹59,18,400/- from the total bill of ₹3,93,83,250/-**, paying the balance amount in good faith.

iii. **That on 16.10.2024**, the Complainant received a letter issued by the Hon'ble State Commission clarifying the non-applicability of the subsidy in question which was received prior to the due date of the electricity bill,

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i.e., **21.10.2024**, and accordingly, the Complainant did not pay the disputed subsidy amount.

iv. That in the subsequent bill dated 14.11.2024, no arrears were shown against the previous bill, thereby confirming that the deduction made by the Appellant was accepted by the system and not treated as unpaid dues.

v. That despite this, **Late Payment Surcharge (LPS) of ₹88,776/-** was levied in the bill dated 14.11.2024, leading to filing of Complaint No. 3324/202506/15 before the CGRF, Shimla.

vi. That the Forum dismissed the complaint on 28.07.2025, holding **that the Appellant had acted without authorization** and that the matter of GoHP subsidy was not within its jurisdiction.

c. The Authorized Representative for Complainant vigorously emphasized his resentment on the grievances that the CGRF order dated 28.07.2025 is not well-reasoned as it failed to adjudicate the core issue of the wrongly levied LPS and instead dismissed the complaint on jurisdictional grounds related to the GoHP subsidy.

d. The ld. Counsel for Respondents and Assistant Engineer appeared in the court put their stand by placing following averments sequentially:

i. that the complainant unilaterally and illegally deducted an amount of Rs. 59,18,400/- from the bill without authorization. Such unilateral adjustment is impermissible under the HPERC Supply Code, which requires the consumer to deposit the billed amount first and thereafter raise a dispute. Therefore, the complainant has initially violated the provisions of Supply code, hence barred from claiming the benefit of regulation 5.7.3 of the Supply Code in the matter.

ii. that the absence of arrears shown in the system-generated subsequent bill does not erase the **liability created** due to underpayment of the earlier bill.

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iii. That the LPS is levied on delayed payment beyond due date and cannot be nullified by system oversight or **consumer's unilateral deductions in the case.** Further as the complainant has failed to comply with the relevant provision of the Supply Code, hence attracted LPS automatically as per the Supply Code in the instant case.

iv. that the Commission's clarification dated 16.10.2024 clearly settled the issue of subsidy withdrawal. Once clarified, the **consumer was duty-bound to pay the full bill by the due date i.e., 21.10.2024.**

v. that the Consumer's **unilateral deductions** cannot be termed as **"good faith protest"**. The regulatory scheme requires payment **first under protest** and dispute later. Otherwise, billing discipline would collapse, and utilities would face revenue losses.

e. The ld. Counsel for Respondents and Assistant Engineer summed up their arguments by explaining the factual status that the complainant has claimed Late Payment Surcharge (LPS) of Rs. 88,776/- (59,18,400 x 1.5% = 88,776) on the grounds that the subsidy was wrongly stopped with effect from 01.09.2024 instead of 01.10.2024 in the energy bill, and consequently, the payment was made without accounting for the subsidy (Rs. 59,18,400/-) by the complainant himself, and the same subsidy was credited to the complainant in the energy bill of month 11/2024.

f. Before closing the arguments, this authority asked the Authorized Representative for Complainant to place before this court whether there exists any provision in any of the Act, Supply Code, MYT Regulation or Tariff Orders which allows consumer to make self-deduction first and then raise the dispute. The Authorized Representative for Complainant

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could not place convincing arguments. 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 documents annexed and placed on record, arguments advanced by both the parties have gone through in depth.

15. The appropriate Acts, Supply Codes, MYT Regulation, relevant Tarif Orders as well as the orders of Hon'ble Apex court cited in the representation/reply have been referred to for clarity.

16. The findings of ld. CGRF in order dt.28/07/2025 in Complainant No.3324/202506/15 as stands recapped under **para-4** has also been referred to in conjunction with above submissions &documents placed on record by both the parties, so as to have a composite view of the case to arrive at judicious platform.

17. The contentions of the Complainant detailed under **para-'3'**, reply of Respondent Board detailed under **para-'10'**, Rejoinder & Written Arguments 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, however, where required have been reproduced only on specific contentions while doing analysis. To arrive at legitimate consensus, the findings in the instant matter shall also carry detailed analysis while delving on misconceptions as contended.

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

a. 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.

b. That the complainant 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 that he himself has not followed the relevant provisions of Clause 5.7 of the HP Electricity Supply Code, 2009 (herein after be called as Supply Code) **(Annexure RA-1)** and its subsequent amendments.

19. After going through the counter averments made by the Complainant contrary to the Reply submitted by the Respondent and in view of intricacy involved, 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.

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20. After referring to all relevant documents placed on record, this authority proceeds further to delve the key issue of contentions i.e whether the Complainant is entitled to make self-detection of the apprehended disputed amount before pursuance to the competent Court of Law and subsequent LPS of Rs.88,776/-charged is based on legitimate ground?

21. In due cognizance to the Indian Electricity Act,2003, this authority prefers first to distinguish between **'Consumer'** & **'Distribution Licensee'** in line with other relevant provisions of the Act so as to make an ease to have a glance on the functioning of individual as well as demarcation of jurisdictions.

22. It has been observed that the consumer of HPSEBL under the Electricity Act, 2003 falls under **Section 2 sub-Section 15** as well as under Section 3 (d) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulation 2013 and the distribution licensee under **Section-2 sub-section-17** of the Electricity Act, 2003. Accordingly, the definitions are reproduced as under:

Section-2 Sub-Section 15

"consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;

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Section-2 Sub-Section 17

"distribution licensee" means a licensee authorized to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply;

Section-50 (The Electricity Supply Code):

"**[Section 50. (The Electricity Supply Code):** The State Commission shall specify an electricity supply code to provide **for recovery of electricity charges**, intervals for billing of electricity charges, **disconnection of supply of electricity** ***for non-payment*** thereof, restoration of supply of electricity; measures for preventing tampering, distress or damage to electrical plant, or electrical line or meter, entry of distribution licensee or any person acting on his behalf for disconnecting supply and removing the meter; entry for replacing, altering or maintaining electric lines or electrical plants or meter and such other matters.]"

Section-56 (Disconnection of supply in default of payment):

" (1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer: ***Provided that the supply of electricity shall not be cut off if such person deposits, under protest, -------------------,***"

23. On examination of the definition of consumer as per **Section-2 Sub-Section 15** & licensee as per **Section-2 Sub-Section 17** of the Act, recapped under **para-21** above, it has been conceived that the consumer is at the receiving end to avail electricity for his own use supplied by the licensee etc. Whereas, the licensee is an authorized agency to supply quality power to the consumer. This further clearly indicates that the function of the licensee is statutory in nature whereas the consumer is bound to adhere the contractual obligations as per provision to maintain discipline to facilitate

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licensee to make accountability of the power transactions in prudent manners and in case of any bonafide mistake or otherwise, due debit/credit be done at the licensee's end as per provisions and not by the consumer at his own by making self-deduction as is done in the instant case.

24. Further scrutiny of **Section-50 (The Electricity Supply Code),** reproduced under **para-21** above, gives an eye opening that in case of nonpayment, the licensee reserves all rights to disconnect the supply of the consumer being a statutory entity but the consumer does not carry any such right to make self-deduction of disputed amount in the event of mistake occurred by the licensee. But, however **Section-56 (Disconnection of supply in default of payment)** provides remedy to consumer to deposit under protest so as to avert disconnection of supply as well as other statutory actions and pursue thereafter for redressal of grievances by exercising the provisions of clause 5.7.5 of the Supply code, if not satisfied.---

25. Under the behest of **Section-56 (Disconnection of supply in default of payment),** this authority would like to first recapitulate below, the provisions of clause 5.7.1 of the Supply Code which are quite relevant in the interest of justice and also stands reproduced even by the Respondents in their reply under **para-10(6)** of this order:

5.7 **Disputed electricity bills: -**

5.7.1 A consumer will affect full payment of the billed amount even if it is disputed one, failing which the licensee may initiate action treating it as a case of non-payment:

Provided that no action will be initiated if such a consumer deposits, under protest -

(a) An amount equal to the sum claimed from him, or
(b) The electricity charges for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.

26. This authority after thorough delving of all prevalent provisions, has not come across any such provision which could privilege, consumer to first make deduction of disputed amount at its own and then raise dispute before competent Forum or court of law.

27. In view of foregoing analysis, this authority draws considered opinion that under such circumstances, the only remedy left with consumer is to exercise the provisions as per clause 5.7.1of the Supply Code and affect full payment of the billed amount under protest to avoid initiation of any action by the licensee even if it is disputed one, or otherwise failing which the licensee may initiate action treating it as a case of **non-payment.**

28. This authority feels it pertinent to mention that in case the consumer is not satisfied with the decision of the licensee, he has all rights to exercise the provisions as vested under clause 5.7.5 of the supply code **but only after effecting payment in terms of clause 5.7.1 as one of the mandatory requirements** as mentioned here in clause 5.7.5 which is reiterated as under for reference and record:

"5.7.5 In case the consumer is not satisfied with the decision of the licensee, ***he may after effecting payment in terms of para 5.7.1*** *seek redressal in accordance with the provisions of the Himachal Pradesh Electricity Regulatory Commission (Guidelines for Establishment of Forum for Redressal of Grievances of the Consumers) Regulation,2003."*

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29. In consonance with above referred provisions, let us examine as to where the Complainant deviated from the said provisions which ultimately resulted into levy of LPS of Rs. Rs.88,776/-. It has been observed that the Complainant under sub-para 1.2 to 1.4 of para-1 (***Facts of the Case***) of his representation and also reproduced above under **para-3** of this order, has categorically mentioned which needs to be restated in the interest of justice as under:

a. That the electricity bill dated 11.10.2024 raised by HPSEBL for the period 31.08.2024 to 30.09.2024 did not include the applicable GoHP subsidy, although the subsidy was only withdrawn prospectively w.e.f. 01.10.2024.

b. That the Appellant immediately raised an objection via letter dated 14.10.2024 and **deducted the subsidy amount of ₹59,18,400/-** from the total bill of ₹3,93,83,250/-, paying the balance amount **in good faith**.

c. **That on 16.10.2024**, the Complainant received a letter issued by the Hon'ble State Commission clarifying the non-applicability of the subsidy in question. This letter was received prior to the due date of the electricity bill, i.e., **21.10.2024**, and accordingly, the Complainant did not pay the disputed subsidy amount. A true copy of the said letter dated **16.10.2024** is annexed herewith as **Annexure C7**.

30. This authority after referring to above stated provisions which no where allow the Complainant/consumer to take such statutory action of self-deduction first and then raise litigation, lays a stone in the path of judgement and collapse the hierarchy of adjudication system before the competent court of law. It has also been observed that the Complainant has used the word **'good faith'** which stands no-where when the provisions in terms of clause 5.7.1 read with clause 5.7.5 to pay under protest exist as a remedy.

31. It has been observed that the Respondents in their reply has meticulously mentioned that the action of the Complainant for self-deduction construes non-adherence to the prevalent provisions and the following relevant extracts of para-1.3 & para-2.2 of the reply are also reiterated to have an express view of the Respondent:

a. "**Par-1.3** -------most humbly submitted that the complainant has **himself admitted the fact that he had deducted the subsidy amount at his own** without following relevant provisions of the Supply Code-------"

b. "**Para-2.2** -------It is submitted that the complainant **unilaterally and illegally deducted** an amount of Rs. 59,18,400/- from the bill without authorization. **Such unilateral adjustment is impermissible under the HPERC Supply Code, which requires the consumer to deposit the billed amount first and thereafter raise a dispute.** Therefore, the complainant has initially violated the provisions of Supply code, hence barred from claiming the benefit of regulation 5.7.3 of the Supply Code in the matter."

32. This analysis makes it amply clear that LPS of Rs. 88,776/- was charged by the Respondent only when the Complainant entered the domain of underpaid owing to self-deduction of the amount of Rs.59,18,400/- and the Respondent/SAP system accordingly, treated it as a case of **Non-payment** in line with the provisions.

33. This authority after resorting to exhaustive analysis, also agrees with the diligent findings made by the ld. CGRF in its order dt. 28/07/2025 in complainant No. 3324/202506/15, the relevant paras of the said order are also reproduced as under to have a glance on the legitimate conclusion:

"*(11) Forum from examination of complaint finds that the instant matter is originally regarding non-grant of Government of Himachal Pradesh (GoHP) subsidy to the Complainant by the Respondent in electricity bill dated 11.10.2024 (**Annexure C3**). **Subsequently, this subsidy was at its own level deducted by the Complainant from the total bill and balance paid by the Complainant. This eventually resulted in Complainant being charged LPS in electricity bill dated 14.11.2024 (Annexure C4) for the unpaid part of the said previous bill;***

*(13) Forum finds from perusal of ibid Supply Code that the levy of LPS on unpaid amount is to be in accordance with the provisions of Supply Code which has accordingly been levied by the Respondent. Further, the Complainant under law/ Supply Code is vested with right to dispute electricity bill. **However, Forum does not find any right vested with the Complainant to act as an adjudicator of its own cause especially when it is vested with right to approach the Respondent in the first instance and thereafter the notified adjudicating authorities;***

(14) Forum observes that the issue of said late payment surcharge (LPS) has arisen in the matter merely due to the wrong action of the Complainant to not make the full payment of

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the electricity bill. ***Had the Complainant made full payment of electricity bill and thereafter approached the Respondent for any reversals / refund, then the issue of LPS would not have arisen.*** *Forum is inclined to agree with the Respondent in this regard. When Rules / Regulations / checks and balances exist, then it is not open for the Complainant to act on its own whims and fancies or to attempt to drive the system otherwise vested under the Electricity Act, 2003 with the Respondent as distribution licensee to do"*

34. In sequel to above conclusive findings, this authority draws considered opinion that all the contentions raised by the Complainant could have been considered judicious had he followed the correct procedure by first making full payment which could have been considered as under protest in terms of clause 5.7.1 and then could have raised the issue before the Forum in accordance with clause 5.7.5 of the Supply Code, if still aggrieved. This authority understands that **justice cannot promote such precedence which may jeopardize the adjudication system specifically in such cases which attract act of Omission & Commission.** After having a healthy glance on all prevalent provisions, this authority further draws considerate views that even Consumer Protection Act does not allow such breach of act of self-deduction in supersession to all provisions when such remedy in proper hierarchy is available in terms of clause 5.7.1 read with 5.7.5.

35. In terms of foregoing findings, the contentions of the Complainant are considered untenable and the action taken by the Respondent Board is sustained, accordingly the order is issued as under:

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a. The order dt. 28/07/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 3324/202506/15 is upheld.

b. The LPS raised by the SAP system/Respondent Board is sustained in view of above detailed findings due to non-adherence of the Complainant to the provisions & subsequent procedural lapse.

c. After resorting to exhaustive findings, this authority under the powers drawn in terms of Regulation 37(3)(d)(e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, in the public interest advises as under:

   i. That Respondents are advised to keep themselves quite particular about the implementation of any order issued or likely to be issued by the Govt. in the public interest so as to avert any kind of confusion thereof.

   ii. The Authorized Representative for Complainant is advised to make all industrialists aware of to stop such practice of self-deduction of the amount so apprehended as disputed amount which is not a healthy practice in the public interest which may paralyse the chemistry of provisions & invite unwarranted litigations.

d. No cost to litigation.

e. 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.

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f. **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
Shimla

09/10/2025
Electricity Ombudsman