



In the matter of:

Complaint No. 34/2025

**M/s Purobien Life Sciences Plot No 53 EPIP Phase -1 Jharmajri Baddi
Distt Solan-173205**

– Complainant

Vs

- 1. Sr. Executive Engineer, Electrical Division, HPSEBL, Baddi Distt. Solan-173205(H.P)**
- 2. The Assistant Executive Engineer, Electrical Sub-Division, HPSEBL, Barotiwala, Distt. Solan-174103(H.P)**

-Respondents

Complaint No34/2025 (Registered on 22/09/2025)

(Orders reserved on 15/10/2025, Issued on 29/10/2025)

Present for:

The Complainant: - Sh. Rakesh Bansal, Authorized Representative

The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law

- Sh. Rajesh Kashyap

-Er. Vidur, AEE, ESD Engineer Barotiwala

QUORUM

**Er. Deepak Uppal
HP Electricity Ombudsman**

1. Brief Facts of the Case:

- a. M/s Purobien Life Sciences bearing Consumer ID 100012002094 is a LIPS consumer of HPSEBL under the Electricity Act, 2003 i.e. Section 2 sub-Section 15 as well as under Section 3 (d) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulation 2013 and the Respondents are distribution licensee under Section 2 sub-section 17 of the Electricity Act, 2003.**





- b. It is observed from the contents of submissions that the Complainant have filed the said Complainant against the final order dated 20 August 2025 passed by the Consumer Grievances Redressal Forum (CGRF), Kasumpti in Complaint No. 1453/202506/13 which was received and registered before this authority on dt. 22/09/2025.
- c. The Complainant is aggrieved by the non-action of the Respondent to give rebates on approved energy charges, as provided in the Tariff Orders passed by the Hon'ble HPERC, to the existing industries which they have undergone expansion in terms of increase in connected load from 700KW to 1601KW with increase in Contract Demand 500KVA to 800 KVA effective from November 2021.

2. The case was listed for admission hearing on 30/09/2025. In order to facilitate further pleadings in a comfortable domain, the specific contentions of the complainant are first restated as under.

3. The Complainant Contends:

- a. That on **06 July 2021**, the Sr. Executive Engineer, Baddi verified the test report and a load of 1601 KW was verified and released in due course. The contract demand of the complainant was increased from 500 kVA to 800 kVA as per sanction letter and the load released.
- b. The additional load was released and reflected in the first bill issued in the month of October 2021 (effective from **November 2021** for billing purposes)
- c. That the Himachal Pradesh Electricity Regulatory Commission's (HPERC) tariff order for FY 2021-22 introduced an "**expansion rebate**". Clause 13 of the LIPS tariff schedule provided that existing industries undergoing expansion during 01 June 2020 – 31 May 2021 and industries undertaking expansion on or after 01 June 2021 are entitled to **energy-charge rebates**. Specifically, it states that energy charges shall be **15 % lower than the approved energy charges** for three years on **quantum of energy consumption corresponding to the proportionate increase in contract demand**. An example in the order clarifies that when contract demand increases from 2 MVA to 3 MVA, the lower



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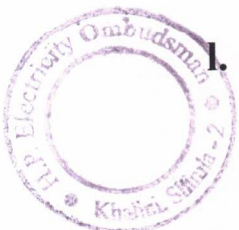


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energy charge applies on the incremental consumption in proportion to the contract demand.

- d. That despite the tariff order, HPSEBL continued to bill the applicant at normal energy charges without granting the expansion rebate from **November, 2021** onward.
- e. That as HPSEBL failed to act, the applicant filed a complaint before the CGRF on **14 June 2025** under Regulations 16-18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. The complaint pleaded that the applicant's electrical expansion had been physically verified; that clause 13 of the tariff order obligated HPSEBL to grant a 15 % rebate on energy charges for three years; that HPSEBL's failure constituted wrongful billing and over-recovery; and that under section 62(6) of the Electricity Act and clause 5.7.3 of the Supply Code, 2009, HPSEBL was liable to refund the overcharged excess amount with 15 % simple interest. The complaint sought revision of bills for the eligibility period, refund of approximately ₹1.16 crore (calculation in Annexure C-5), interest, compensation under the Standards of Performance Regulations, and costs.
- f. That the CGRF acknowledged that the tariff orders provide expansion rebates but held that the term "**expansion**" is not defined or regulated in the supply code or any HPERC regulation and concluded that the respondent must first determine whether expansion has occurred. The forum therefore declined to examine the grievance, observed that the claim actually alleges contravention under section 142 of the Electricity Act, and dismissed the complaint for want of jurisdiction.
- g. That the forum erred in reading into the tariff order an undefined concept of expansion. By focusing on alleged lack of definition, it ignored the clear directive that the rebate is to be computed on the incremental energy consumption proportional to increase in contract demand. Regulatory oversight cannot justify non-implementation of a statutory tariff order.
- h. That in several previous cases, the CGRF itself has held that eligibility for the expansion rebate depends on **physical electrical expansion**. The complaint filed by the applicant noted that the forum had already ruled that a **physically verified electrical expansion is necessary to avail the expansion rebate notified in the tariff orders**. By now asserting that the term "expansion" is undefined, the forum has departed from its own consistent view and created uncertainty for consumers. **The applicant's expansion was physically verified by the Chief Electrical Inspector and HPSEBL officers**, which satisfies the criterion recognized by the forum in its earlier orders.
- i. That the applicant's grievance concerns **wrong billing** and **over-recovery** by the distribution licensee. The CGRF is empowered under Regulations 16-19 of the HPERC CGRF Regulations to adjudicate complaints relating to billing errors, tariff mis-application and non-compliance with the Supply Code and tariff orders.
- j. That Section 142 of the Electricity Act empowers the Commission to impose penalties for non-compliance with its directions. Seeking correction of bills and refund of over-charged amounts is distinct from seeking imposition of penalties. The forum therefore incorrectly divested itself of jurisdiction by treating the complaint as a section 142 proceeding.
- k. That similar grievances regarding expansion rebate have been entertained by the Hon'ble Ombudsman and relief has been granted. Dismissing this complaint on the ground of lack of jurisdiction defeats the remedial framework of the Regulations.
- l. That HPSEBL issued wrong bills every month from **November 2021 to October 2024**. Each erroneous bill constituted a fresh cause of action. The applicant discovered the billing error during an internal audit. and filed the complaint within a year. Thus, the complaint was within time.





- m. That the complainant approached within the Forum before the expiry of two years from the rebate period ending in **October 2024**, hence not attracting the provisions of Regulation 19(c),
- n. That the forum's reliance on Regulation 19(c) to hold the complaint time-barred is misplaced. The limitation period begins when the consumer discovers the mistake; moreover, the continuing wrong in billing keeps the cause of action alive. The Hon'ble Supreme Court in *Assistant Engineer(DI), Ajmer Vidyut Vitran Nigam Ltd. v. Rahamatullah Khan* (2020) 4 SCC 650 held that where a mistake in billing is discovered later, the limitation period under the Electricity Act must be computed from **the date of discovery of the mistake**, and consumers cannot be penalised for the licensee's errors.
- o. That Section 142 of the Electricity Act empowers the Appropriate Commission to impose penalties for non-compliance with its provisions or directions. It authorises the Commission to direct that a person who has contravened the Act or a direction shall **pay a penalty not exceeding one lakh rupees for each contravention** and, in the case of continuing failure, an additional daily penalty. The penalty is "without prejudice to any other penalty".
- p. That a proceeding under section 142 is therefore **penal** in nature and is initiated before the Commission to punish non-compliance. It is distinct from a consumer's monetary claim for refund of excess charges. The applicant's complaint before the CGRF sought **monetary relief**—revision of bills, refund of over-charged amounts and payment of interest. Such relief falls squarely within the jurisdiction of the CGRF under Regulations 16-19, which empower the Forum to address billing errors, wrong application of tariff and non-compliance with the supply code.
- q. That by treating the grievance as a section 142 proceeding and dismissing it for want of jurisdiction, the forum failed to differentiate between these two distinct remedies. Filing a penal proceeding under section 142 is a separate statutory right that may be invoked before the Commission; it does not extinguish or supersede the consumer's right to claim monetary refund through the CGRF. The forum therefore misdirected itself and denied the applicant an efficacious remedy. Whether to file for penal action against the respondents is an independent discretion of the complainant.
- r. That Section 62 of the Electricity Act obligates the distribution licensee to charge consumers strictly in accordance with the tariff determined by the Regulatory Commission. Section 62(6) prohibits over-recovery and mandates payment of interest on amounts recovered in excess. HPERC has fixed 15 % simple interest for delayed refunds under clause 5.7.3 of the Supply Code, 2009. HPSEBL's failure to provide the rebate constitutes over-recovery; it is therefore liable to refund the excess charges together with interest.
- s. That the forum erred in holding that absence of detailed regulations on expansion absolves the licensee from complying with the tariff order. Tariff orders have the force of law, and the distribution licensee has a fiduciary duty to implement them and to bill consumers correctly.
- t. That HPSEBL is a public utility and owes a duty of care, fairness and transparency to consumers. It cannot derive advantage from the consumer's silence or inaction. Even if the consumer did not immediately object, the over-billing is illegal ab initio and cannot be ratified by passage of time.
- u. That denial of the rebate has adversely affected the applicant's cost of production and competitiveness. The rebate scheme was introduced by the regulator to encourage industrial expansion and economic growth. Denying the benefit while allowing other similarly situated consumers (as per the applicant's information) to receive the rebate violates the principle of non-discrimination.





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- V. That Section 42(5) of the Electricity Act requires every distribution licensee to establish a Consumer Grievance Redressal Forum to resolve consumers' complaints. The **Forum of Regulators' review of CGRF functioning** notes that CGRFs across various states commonly deal with **billing issues**, and observed that in Delhi a high number of billing complaints were being addressed by the CGRF on a frequent basis. This shows that the statutory purpose of CGRFs includes resolving billing-related monetary grievances.
- W. That Public reports demonstrate that CGRFs routinely interpret tariff orders and direct licensees to refund over-charges. For instance, in 2024 the **CGRF in Chandigarh** directed the UT electricity department to **refund the meter rents wrongly charged to consumers and stop such charges** because the Joint Electricity Regulatory Commission's tariff orders had abolished meter rent from April 2023. The forum thus applied the tariff order and granted monetary relief.
- X. That Judicial precedent supports this understanding. In a set of petitions challenging CGRF orders, the **Bombay High Court** upheld the CGRF's decision directing MSEDCL to **refund excess charges with interest**, holding that the CGRF was justified in granting refunds and interest under section 62(5) of the Electricity Act and that the judgment underscored the **CGRF's role in ensuring compliance with regulatory orders and addressing consumer grievances effectively**.
- Y. That these authorities show that the **Forum's core function includes deciding monetary claims and interpreting tariff and regulatory orders**. By declining to interpret clause 13 of the tariff order and directing the applicant to approach the Commission under section 142, the CGRF abdicated its statutory responsibility. The applicant's grievance relates to over-billing and non-compliance with tariff orders—matters squarely within the CGRF's jurisdiction. The forum's refusal to adjudicate these issues is therefore unsustainable.
- Z. Reliefs Sought**

In view of the facts and grounds above, the applicant respectfully prays that the Hon'ble Electricity Ombudsman may be pleased to:

1. **Set aside** the impugned order dated **20 August, 2025** of the CGRF in Complaint No. 1454/202506/13 and **hold that the complaint is maintainable**.
2. **Direct HPSEBL to revise and overhaul all bills** of the applicant from **November 2021** (date of first bill after the release of additional load) to **October 2024** by applying the expansion rebate of **15 %** on energy charges for the quantum of energy consumption corresponding to the incremental contract demand of **355 kVA**, in accordance with clause 13 of the tariff order.
3. **Order HPSEBL to refund/adjust the over-charged amount**, calculated at approximately **₹ 15,06,693.31** (or as may be determined by actual computation), along with **simple interest at 15 % per annum** from the date of each over-payment till its refund, as provided under clause 5.7.3 of the Supply Code, 2009.
4. **Award compensation** for the inconvenience and hardship caused by continuous wrong billing and consider imposing costs on the respondents for non-compliance with the tariff orders and supply code.
5. **Grant any other or further relief** that this Hon'ble Ombudsman deems just and proper in the facts and circumstances of the case.



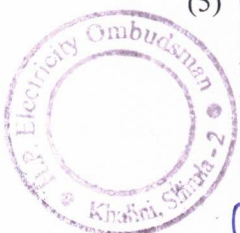


4. In order to have clarity on the findings of Id. CGRF w.r.t. above contentions of the Complainant, the order dt.20/08/2025 in Complainant No1454/202506/13 needs to be reiterated in totality for record and reference as under.

CGRF Order No.1453/202506/13 dt. 20/08/2025:

ORDER

- (1) Complaints have been filed under regulation 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by Large Industrial Power Supply (LIPS) consumers of the HP State Electricity Board Ltd -
- (a) Complaint No 1454/202505/09: M/s Embros Autocomp Ltd – Village Bhud, Nalagarh Road, Baddi, District Solan, HP - 173205, bearing Account No 100012002937, (hereinafter referred to as complaint No '09);
- (b) Complaint No 1454/202506/10: M/s Timco Steel Company, Village Bhatian, Tehsil Nalagarh, HP-174101, bearing Account No 100012000919, (hereinafter referred to as complaint No '10);
- (c) **Complaint No 1453/202506/13: M/s Purobien Lifesciences, Plot No. 53, EPIP, Phase-I, Jharmajri, Baddi, District Solan- 173205, bearing Account No 100012002094, (hereinafter referred to as complaint No '13);**
- (d) Complaint No 1453/202506/14: M/s Medicef Pharma, Plot No 28, 29, 48, EPIP, Phase-I, Jharmajri, Baddi, District Solan- 173205, bearing Account No 100012002057, (hereinafter referred to as complaint No '14);
- (2) In the matter the HP State Electricity Board Ltd is the distribution licensee and the Respondent herein;
- (3) Complainants are primarily aggrieved by the non-action of the Respondent to give rebates on approved energy charges, as provided in Tariff Orders passed by the Ld HPERC, to existing industries which have undergone expansion/ undergoing expansion (hereinafter referred to as expansion rebate);
- (4) In all of the instant complaints, grievance of the Complainants is that pursuant to expansion carried out by them, the Respondent is liable to raise correct electricity bills after allowing expansion rebates in proportion to increase in Contract Demand and because the expansion and Tariff Order was well within the knowledge of the Respondent and because of the delay in allowing this rebate, the Respondent is liable to pay Interest as per Clause 5.7.3 of the HP Electricity Supply Code, 2009 ;
- (5) Grounds for grievance raised by the Complainants are that the Respondent being bound by law is liable to issue bills as per tariff determined by the Ld HPERC under Section 62 of the Electricity Act, 2003 and therefore the distribution licensee is in breach of terms under the HPERC (General Conditions of Distribution Licensee) Regulations, 2004 and can even attract suspension / termination of distribution license. Further, Section 62(6) of the Act, clearly bars over recovery in terms of price or charge;



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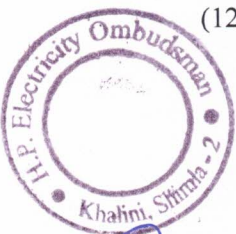
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- (6) Complainants have submitted claims of expansion rebates as follows:-
- (a) **In complaint No '09:-** Claim of Rs 13,30,937.55 (**Annexure C-5**) for the period w.e.f August 2024 to May 2025, simpliciter based on Tariff Order (**Annexure C-4**) for FY25 dated 15.03.2024, on load reflected in electricity bill dated 24.08.2024 seen vis-à-vis bill dated 10.07.2024 (**Annexure C-2 Colly**) and on Power Availability Certificate (PAC) dated 22.07.2022 (**Annexure C-1**) issued by the Respondent;
 - (b) **In complaint No '10:-** Claim of Rs 1,16,10,994.18 (**Annexure C-5**) for the period w.e.f March 2022 to February 2025, simpliciter based on Tariff Order (**Annexure C-4**) for FY22 dated 31.05.2021, on load reflected in electricity bill dated 22.03.2022 (**Annexure C-2**), Respondent's load sanction Office Order dated 13.07.2021 (**Annexure C-2**) and Chief Electrical Inspector's tentative approval communicated vide letter dated 15.04.2022 (**Annexure C-1**);
 - (c) **In complaint No '13:-** Claim of Rs 15,06,693.31 (**Annexure C-4**) for the period w.e.f November 2021 to October 2024, based on Tariff Order (**Annexure C-3**) for FY22 dated 31.05.2021, details of energy consuming apparatus (**HPSEBL Form CS-10**) (**Annexure C-1**) and on load reflected in electricity bill dated 12.11.2021 seen vis-à-vis bill dated 07.10.2021 (**Annexure C-2 Colly**);
 - (d) **In complaint No '14:-** Claim of Rs 24,47,314.35 (**Annexure C-4**) for the period w.e.f September 2021 to August 2024, based on Tariff Order (**Annexure C-3**) for FY22 dated 31.05.2021, details of energy consuming apparatus (**HPSEBL Form CS-10**) (**Annexure C-1**) and on load reflected in electricity bill dated 08.09.2021 seen vis-à-vis bill dated 09.08.2021 (**Annexure C-2 Colly**);
- (7) On foregoing grounds, facts and submissions, the Complainants have sought relief in terms of directions to the Respondent to revise / overhaul past bills during eligibility period of expansion rebate and to refund the difference on account of lower rates of energy charges for the past period and to continue to adjust the energy charges in future bills and also to direct Respondent to pay Interest in accordance with Clause 5.7.3 of the HP Electricity Supply Code, 2009;
- (8) On the other hand, it is the case of the Respondent that the Complainants have merged multiple issues. While the Complainants have enhanced their respective connected loads, the Complainants have not approached the Respondent for the expansion rebate but have come directly to the Forum. Further, the complaints No '10, No '13 and No '14 are barred by limitation under regulation 19(c) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013;
- (9) Still further, that the non-payment of rebate is not wrong billing and that it takes time to verify record and that the Interest is to be paid from the date of filing the application for rebate and accordingly the contention of wrong billing raised by the Complainant is also liable to be rejected;
- (10) Respondent has prayed for dismissing the complaints on foregoing facts and circumstances.
- (11) Forum finds that the nature of complaints being similar, these are hereby disposed by common Order –

ORDER

- (12) 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 in short referred as the 'CGRF Regulations 2013'), HP Electricity Supply Code, 2009 (or in short referred as 'the Supply Code 2009') and amendments thereto, relevant Tariff Orders passed by the Ld HPERC and record as facts





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along with pleadings of the parties. Forum has heard the parties at length. 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;

- (13) At the outset Forum observes that while the Complainants herein have raised multiple issues with regard to expansion rebate as provided in Tariff Orders passed by the Ld HPERC however, the Respondent in any unambiguous terms, has also not raised any contention on the expansion of Industry by the Complainants nor on the entitlement or eligibility of this expansion rebate by them;
- (14) Before the Forum delves into the issues of rebate raised in the instant complaints, it is imperative to reproduce for sake of convenience the provisions of expansion rebates contained under Schedule - Large Industrial Power Supply (LIPS) in various Tariff Orders passed by the Ld HPERC and which have been relied upon by the Complainant –

(a) Tariff Order passed on 31.05.2021 by the Ld HPERC for FY 2021-22 (applicable w.e.f 01.06.2021 to 31.03.2022)-

Quote

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13. Rebate for New and Expansion Industries:

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- e. For existing industries which have undergone expansion during 01.04.2018 to 30.06.2019 and/or during 01.06.2020 to 31.05.2021, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.
 Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020 and/or shall be undergoing expansion on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand.
- f. It is clarified that the above-mentioned rebate on energy charges shall be applicable during normal and peak hours. In case of night hours, night time concession shall only apply.

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(b) Tariff Order passed on 15.03.2024 by the Ld HPERC for FY 2024-25 (applicable w.e.f 01.04.2024 to 31.03.2025) –

Quote

13. Rebate for New and Expansion Industries:

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- c. For existing industries, which have undergone expansion during 01.06.2020 to 31.05.2021, Energy Charges shall be 10% lower than the approved Energy Charges corresponding to the respective Category for a period of three years for quantum of energy consumption corresponding to proportionate increase in Contract Demand.
 Provided that such expansion, if undertaken during 01.06.2021 to 31.03.2024 and/or shall be undergoing expansion on or after 01.04.2024, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in Contract Demand.
- d. Example: In case of Contracted Demand is increased by an industry from 2 MVA to 3 MVA, the monthly units consumption for the purpose of lower Energy Charges shall be considered in proportion of the Original Contracted Demand and increased Contracted Demand. i.e., in case of the monthly consumption is 6 LUs, the lower Energy Charges shall be applicable on 2 LUs while 4 LUs shall be billed at the regular Energy Charge.
- e. The above-mentioned rebate on Energy Charges shall be applicable during normal and peak hours. In case of night hours, night-time concession shall only apply.



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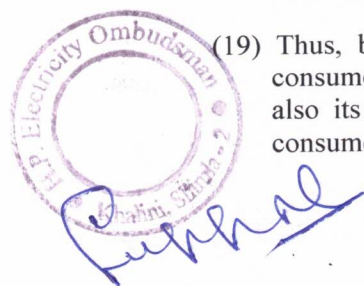
- f. *For those industries having operation for more than three years in the State and are the electricity consumers of the HPSEBL, the energy charges shall be 15% lower than the approved Energy Charges for the respective category for quantum of energy consumption corresponding to additional energy consumption over and above that of maximum of the yearly consumptions of the last three financial years only. The quantity of additional energy consumption for the purpose of the rebate will be worked out at the end of the financial year. The amount of rebate will be calculated multiplying the quantum of additional energy consumption to the 15% rate of normal energy charges for the corresponding tariff category as determined by the Commission for the period applicable. It is also to clarify that in case any industrial consumer is availing the benefit of reduced energy charges in case of the increase in their contract demand shall not be eligible for availing the benefit of this new rebate introduced from 01.04.2024.*

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- (15) From examination of the provisions of expansion rebates in Tariff Orders reproduced foregoing and after perusal of HPERC Supply Code, 2009 / Regulations notified by the HPERC, Forum observes that these provisions on expansion are specific only to the Tariff Orders and are not covered in the Supply Code nor in other Regulations, which may regulate this rebate. This 'expansion' rebate is a tariff provision to be computed on the energy consumption corresponding to proportionate increase in Contract Demand (in kVA). However, before such rebate is computed it becomes incumbent upon the Respondent to first determine and decide expansion;
- (16) Forum now proceeds to understand the term 'expansion' *ibid*. In the opinion of the Forum the term 'expansion' in the instant matters cannot be simpliciter. It is a known fact that the term 'expansion' implies physical increase of factors such as size, number, importance etc. Forum observes that what may constitute expansion in industry, has not been defined in the *ibid* Tariff Orders nor is it regulated by way of Supply Code / Regulations so as to enable the Respondent to assess the nature, fact and effective time of expansion for the purpose of allowing the said expansion rebate. This nature and fact may also be with regard to whether industries expansion is resulting from merging or undergoing increase/decrease in production or increase/decrease of capital/manpower with or without increase in capacity or the point of start/end of capital infusion or some yardstick which may be as per the electricity distribution licensee's technical standards.;
- (17) Here, even the perception of expansion between the consumer and the distribution is bound to differ. For an electricity distribution licensee, obviously the addition of buildings, structures, manpower, capital infusion in company, investments in other companies etc cannot become the basis to give rebates on electrical consumption. A consumer may be inclined to consider factors like enhancement of maximum demand occurring in a month or enhancement in Contract Demand (Temporary or Permanent) or even a letter by the Industries Department of the Government as expansion, whereas the distribution licensee may be inclined to consider some other factor of enhancement as expansion. Even the enhancement of any factor done in different time periods, may be construed differently by the two. A consumer may be inclined to consider an enhancement of any factor done during different time periods to mean expansion within each period whereas the distribution licensee may be inclined to consider some other effective date for the purpose of such enhancement, thus resulting in different perceptions of enhancement by the two;
- (18) Forum finds here that the term 'expansion' in Tariff Orders passed by the Ld HPERC, has not been defined and is also not regulated by way of Supply Code / Regulations notified by the HPERC, so as to enable the Respondent to first decide on expansion and thereafter to allow rebates on the same;
- (19) Thus, before the said expansion rebates are allowed by the distribution licensee to a consumer, at the outset it becomes imperative for it to conclusively confirm expansion and also its effective date for the purpose of entitlement/ eligibility of such rebates by the consumer. Forum finds that the Tariff Orders passed by the Ld HPERC do not define the





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term 'expansion' and neither do the Supply Code / Regulations notified by the HPERC regulate the said expansion for the purpose of allowing the expansion rebates specified in these Tariff Orders;

- (20) Returning to the instant complaints, it therefore becomes clear to the Forum as to why has the Respondent in unambiguous terms, not raised any contention on the entitlement or eligibility of this expansion rebate by Complainants or conversely on the expansion of Industry by them;
- (21) Further, Forum does not find anything on record that may show that the Complainants may have ever approached the Respondent for settlement of their grievances as is also mandated under code 5.7.2 of the HP Electricity Supply Code, 2009 notified by the HPERC;
- (22) Forum is of the considered view that it is incumbent upon a consumer to approach the distribution licensee accompanied with a claim for the rebates specified. This is on similar analogy of an electricity bill raised by the distribution licensee upon the consumer despite consumer being in knowledge or aware of the metered energy consumption done by it. Only on receipt of this claim can the distribution licensee decide on the entitlement, eligibility, effective date and validity of the expansion for the purpose of allowing such rebates as may be specified in Tariff Orders passed by the Ld HPERC;
- (23) Accordingly, Forum finds that the arguments made by the Complainants that the Respondent is aware of the expansion carried out by it and therefore they are automatically entitled for the expansion rebates, are flawed, far-fetched and untenable. To approve of such arguments is analogous to suggesting or holding that a consumer without being raised an electricity bill ought to be bound and liable to pay for consumption of which it is already aware or similarly that a consumer should automatically be given electricity connection due to the presumed awareness by the distribution licensee of the advent of a consumer into its jurisdiction. Forum holds such arguments by Complainants to be flawed, far-fetched and untenable. Such arguments by the Complainants accordingly cannot garner the support of the Forum and are rejected. Forum holds that the Complainant is bound to submit a claim to the Respondent, which the Respondent is rightfully entitled to verify and validate for eligibility/ entitlement and effective date and this has not been done by the Complainants herein;
- (24) Accordingly, as has been contended by the Complainant, it cannot be held by the Forum that the Respondent's electricity bills raised upon the Complainant are incorrect. No-where has the Complainant shown to the Forum that the bills paid by the Complainant contained undue charges and neither is any bill disputed by the Complainant which may be carrying undue charges. Non-inclusion of rebate in a bill by the Respondent does not make the bill to become not-due. It has to be shown by the Complainant that the charges included in the bill were not due but were paid by the Complainant. Merely the non-inclusion of rebate by the Respondent in a bill does not make the bill to become erroneous. This rebate is separate and it may be a case that such rebate is also computed and paid separately by the Respondent. Further, as has already been held by the Forum in paras supra, the eligibility/entitlement for Rebate and its effectiveness, has to be assessed, validated and verified by the distribution licensee on a claim which has to be raised by the Complainant and which the Forum finds as not having been done by the Complainants;
- (25) Now coming to the contention of the Respondent with regard to complaints being barred by limitation under regulation 19(c) of the CGRF Regulations, 2013, which provides limitation period of 2 years from the date the cause of action arose to the Complainants. On this contention of Respondent, Complainant has contended that its cause of action is a continuous one. Forum from perusal of provisions of this regulation 19(c) and the Tariff Orders passed by the Ld HPERC, observes that these Tariff Orders in general remain in force for a period of 1 year and up to 31st March of an year and thus so do the tariff rates contained therein. However, the period of expansion rebates in these Tariff Orders is specified as three years. Thus, Forum finds that under regulation 19(c) of the CGRF



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Regulations, 2013, while it is unable to hold the expansion rebates specified for three years as a case of continuous cause with regard to the complaints however, at the same time Forum is also unable to apply the limitation clause specified in the instant complaints;

- (26) Now coming to the grounds raised by the Complainants, Forum finds that these grounds have been raised on considerations of provisions of Section 62 of the Electricity Act, 2003 and the HPERC (General Conditions of Distribution Licensee) Regulations, 2004. As per the Complainants, the Respondent is liable and bound under law to issue bills as per tariff determined under the said section which clearly bars over recovery in terms of price or charge and therefore the distribution licensee is in breach of terms and can even attract suspension / termination of distribution license;
- (27) Forum observes that when the Tariff Orders are passed by the Ld HPERC, these have to be implemented by the Respondent distribution licensee. When the implementation includes determining and deciding eligibility/ entitlement and effective date of expansion for purpose of rebates, then it is not for the Forum to suggest or direct the Respondent on the levy of a particular tariff or rebate or the manner in which to do so. Therefore, it becomes clear to the Forum, that it is for the Respondent to observe the Tariff Orders and to implement these and accordingly it has been left to the Respondent distribution licensee to interpret, determine and decide the term 'expansion' and thereafter to implement the rebates;
- (28) On perusal of the Electricity Act, 2003, it further becomes clear to the Forum, that if any person finds violation or contravention, then it is empowered under the Act to raise complaint under Section 142 of the Act. In the grounds of complaints raised by Complainants, referring therein to Section 62, Forum observes that the Complainants have virtually raised the said contravention or violation under said Section 142, which Forum finds as being beyond the jurisdiction of this Forum to redress. Accordingly, on the grounds raised by the Complainants, Forum holds that the instant complaints get governed by section 142 of the Act and accordingly cannot fall within the jurisdiction of this Forum;
- (29) In view of foregoing, Forum concludes that when the Electricity Act, 2003, the Regulations and the Codes notified by the HPERC under the Act are the basis for the Forum to determine and decide complaints and when these Regulations and the Codes do not regulate the term 'expansion' specified in Tariff Orders, then this Forum finds that it is unable to pass any directions in the instant complaints.
- (30) Forum further concludes that due to the peculiar condition as stated in para supra, it is also unable to pass any directions in the instant complaints with regard to limitation under regulation 19(c) of the CGRF Regulations. 2013.

- (31) Forum further concludes that on the grounds raised in the instant complaints, these complaints automatically get governed under section 142 of the Electricity Act, 2003 and thus cease to fall within the jurisdiction of this Forum and on this count too, this Forum is unable to pass any directions.

On aforesaid terms the Complainants are given liberty to approach the Ld HPERC. Accordingly, all of the instant complaints' Nos 1454/202505/09, 454/202506/10, **1453/202506/13** and 1453/202506/14 respectively, are Dismissed;

5. Case called, the matter was heard for admissions on 30/09/2025.

The Id. Counsel for Respondents (**Under Sectt. Law**) at the very outset prayed for dropping the name of Executive Director (Pers.),

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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.**

6. Thereafter, listening to both the parties, the matter was admitted to the extent of initiation of proceedings. The Respondent Board was directed to submit reply on or before 10/10/2025 with a copy of reply to the Complainant and Rejoinder if any, by the Complainant immediately thereafter the submission of the reply by the Respondent Board. Accordingly, the case was listed for final arguments on dated 15/10/2025 at 12:00 P.M.
7. The Respondent Board submitted reply on 14/10/2025 and the Authorized Representative for Complainant also submitted Rejoinder on dt. 15/10/2025 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.
- 8. The Respondent Contends (Reply):**

Preliminary submissions:

1. That the present complaint is not maintainable in the eyes of law.
2. That there exists no cause of action in favour of the complainant and against the respondents.
3. The CGRF's order is reasoned, based on facts, law, and a correct appreciation of the regulatory framework. The contentions raised by the complainant are legally untenable and factually misplaced.
4. That the complainant has suppressed material facts before this Ld. Ombudsman and, therefore, the complaint as filed is liable to be dismissed at the very threshold.
5. That the complaint filed by the complainant is barred by limitation. Regulation 19(c) of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal and Ombudsman) Regulations, 2013, clearly stipulates that the Forum may reject a grievance at any stage if it has been submitted two years after the date on which the cause of action has arisen. In the present case, the complainant is seeking the expansion rebate for the period of 2021; however, the complaint was filed more





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than two years after the cause of action arose. Therefore, in accordance with Regulation 19(c) of the HPERC Regulations, 2013, the complaint is barred by limitation and is liable to be dismissed outright.

Reply on Merits:

1. That the contents of these insofar as they pertain to the matter of record are not denied rest of the averments which are contrary to the record are wrong and incorrect hence denied. **It is specifically submitted that Complainant consumer has applied for extension of connected load from 700kW to 1601kW with extension of Contract demand from 500 kVA to 800kVA at 11kV Supply voltage and same has been sanctioned by Superintending Engineer Operation Circle HPSEBL Solan vide letter no. 2178-82 dated 09-06-2021.**
2. That the contents of the Para are admitted up to the extent that the bills are to be issued as per tariff orders issued by the Himachal Pradesh Electricity Regulatory Commission. But it is specifically denied that the Act of distribution licensee is breach of terms under HPERC (General Conditions of Distribution License) Regulation, 2004. It is pertinent to mention that the complainant never approached to this office regarding this issue. Had the complainant approached to concerned sub-division, the matter could have been resolved at sub-division level. But the complainant knowingly remained silent for more than three years and directly approached to this Hon'ble Forum instead of approaching to concerned sub-division. Moreover, as submitted in Para supra the complaint filed by the complainant is barred by period of limitation deserve to be outright dismissal.
3. That the contents of Para of the complaint are wrong and incorrect hence denied. It is denied that complainant is entitled for the interest on the refund of the rebate as per clause 5.7.3 of the HP Electricity Supply Code, 2009. Further, it is noteworthy to submit here that complainant has totally misplaced its reliance upon the clause 5.7.3 of the HP Electricity Supply Code, 2009. It is submitted that this clause is attracted only in case of the wrong billing or the erroneous billing. It is submitted that granting of rebate cannot be considered as erroneous billing for the purpose of the clause 5.7.3 of the Supply Code, 2009. As such this contention is also liable to be rejected. It is submitted without prejudice to be above submission of the applicability of interest on the refund, it is submitted that interest if any is liable to be paid from the date of filing of application. Further section 62 (6) of the Electricity Act, 2003, is very clear which says as under:

“62 (6) if any licensee or a generating company recovers a price of charge exceeding the tariff determined under this section, the excess amount shall be recoverable by the person who has paid such price or charge along with interest equivalent to the bank rate without prejudice to any other liability incurred by the licensee.”

Hence, it is not case of the applicability of the clause 5.7.3 of the HP Electricity Supply Code, 2009.

4. It is respectfully submitted that rebate under a tariff order is not automatic or unconditional. Tariff rebates are subject to specific qualifying criteria, including but not limited to the submission of necessary documentation, eligibility declarations, and timely applications to the concerned authority. The entitlement arises only upon fulfilment of the stipulated conditions as per the Tariff Order issued by the Himachal Pradesh Electricity Regulatory Commission (HPERC). No blanket entitlement exists without procedural compliance. The complainant failed to submit a proper and timely application for the rebate, despite being aware of the procedural requirements. The CGRF rightly held that without a formal application and supporting documentation indicating fulfilment of the conditions under the Tariff Order, the distribution licensee



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could not process or grant the claimed rebate. The complainant's grievance is therefore not attributable to any lapse on part of the licensee but to its own procedural default.

3. Reply to Ground of Representation:

1. The term "expansion" as used in tariff notifications is subject to interpretation based on factual context. The complainant failed to provide sufficient documentary evidence of a genuine and qualifying expansion under the tariff criteria. The CGRF correctly held that without an application to the competent authority notifying such expansion, the claim for rebate could not be sustained. The interpretation is neither erroneous nor unreasonable.
2. The invocation of Section 142 of the Electricity Act, 2003 (which pertains to penalties for non-compliance with directions of the Commission) is misplaced in a grievance redressal context. The CGRF is a quasi-judicial body constituted under Section 42(5) of the Electricity Act and does not possess penal powers under Section 142. The appropriate forum for adjudication of alleged violations of Commission directions is the Commission itself, not the CGRF or Ombudsman.
3. The CGRF correctly assessed the issue of limitation. As per Regulation and established legal principles, monetary claims are subject to limitation, and the "continuous cause of action" doctrine cannot be invoked mechanically.
4. The complainant's effort to blur the line between penal action under Section 142 and recovery of monetary claims is legally unsustainable. The present complaint relates to a monetary rebate under tariff, and not penal action. Hence, the forum's role is limited to examining tariff compliance and monetary grievance – not enforcement of regulatory directions through penal measures.
5. The Respondent abides by and implements the Tariff Orders issued by HPERC in letter and spirit. However, such implementation is conditional upon consumer compliance with procedural and evidentiary requirements. In this case, due to non-submission of necessary documentation by the complainant, the rebate could not be extended. There is no lapse in discharge of statutory duty by the Respondent.
6. It is submitted that the principles of equity and consumer protection cannot be interpreted to override statutory regulations, tariff provisions, or procedural compliance requirements. While consumer protection is a cornerstone of the regulatory framework, it is equally balanced by the obligation of consumers to act in good faith and adhere to established procedures. Granting rebates without due verification and compliance would not only violate regulatory discipline but also lead to inequitable treatment of other consumers who have duly followed the process. Equity, therefore, must operate both ways – ensuring fairness to all stakeholders, including the distribution licensee, which is bound by the provisions of the Electricity Act, 2003 and Tariff Orders issued by the Hon'ble Commission. The CGRF rightly upheld this balance without prejudice to consumer protection principles.
7. The CGRF has interpreted the applicable tariff order in a fair and reasonable manner based on the facts and submissions. There is no error in jurisdiction or interpretation. The forum has exercised its mandate in line with Regulation 5.8 of the HPERC (Guidelines for Establishment of Forum) Regulations and other enabling provisions.

Prayer

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

9. The Complainant's Additional Submissions (Rejoinder)

The Complainant through Rejoinder contends as under:

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1. The Complainant submits this Rejoinder to the Reply filed by HPSEBL. Save as expressly admitted herein, each averment and contention of the Reply is denied.

PRELIMINARY OBJECTIONS

A. Maintainability & Cause of Action

2. The objection that the complaint/representation is not maintainable or that no cause of action exists is misconceived. The grievance arises from recurring wrong billing—month after month—from November 2021 to October 2024, owing to non-application of the statutorily notified expansion rebate under the HPERC tariff orders. Each erroneous bill constitutes an independent and recurring cause of action.

B. Limitation (Regulation 19(c))

3. The Respondents' plea of limitation under Regulation 19(c) of the HPERC (CGRF & Ombudsman) Regulations, 2013 is untenable because:

(i) the wrong is continuing/recurring with every monthly bill till at least August 2024; and
 (ii) the grievance was brought promptly upon discovery during internal audit and, in any event, within two years of the last over-billing month.

4. Neglect of a statutory duty cannot be a shield of limitation. Where the tariff and Supply Code impose a mandatory obligation on the licensee to apply the notified rebate and charge only at the tariffed rate, every month of non-compliance constitutes a fresh breach and a continuing wrong. The consumer cannot be prejudiced by the licensee's failure to perform a ministerial statutory function. Restitution is compelled by Section 62(6) of the Electricity Act, 2003 (no recovery in excess of tariff) and Clause 5.7.3 of the Supply Code, 2009 (interest on excess amount from the date of each excess payment until refund/adjustment). The licensee cannot profit from its own breach, nor can delay legalise an over-recovery.

C. Alleged Suppression

5. The allegation of suppression is denied. The record reflects: sanction of additional connected load from 700 kW to 1601 kW with CD from 500 kVA to 800 kVA (sanction dated 09.06.2021) and verification of 1601 kW on 06.07.2021 by the Respondents' officers. These facts are foundational to eligibility.

REPLY ON MERITS

Authoritative Clarification on Forum/Ombudsman's Role: The Hon'ble Supreme Court in Maharashtra Electricity Regulatory Commission v. Reliance Energy Ltd., (2007) 8 SCC 381, has held that individual consumer grievances are to be adjudicated under the statutory mechanism of Section 42(5)–(7)—i.e., before the Consumer Grievance Redressal Forum and the Electricity Ombudsman—and not by the State Commission. It is therefore the duty of the CGRF/Ombudsman to decide such disputes on merits and grant appropriate relief.

Statutory Rebate & Licensee's Duty

6. The Respondents admit that billing must conform to HPERC tariff orders. Once the Complainant's electrical expansion stood physically verified and enhanced Contract Demand (CD) of 800 kVA was released and billed, the tariff mandate to apply the 15% energy-charge rebate for three (3) years on the incremental consumption proportionate to CD increase became automatic and ministerial. Failure to implement the tariff results in over-recovery barred by the Electricity Act.

7. A distribution licensee has a statutory duty to implement tariff orders in letter and spirit. The consumer's silence or non-pursuit of internal representations cannot legalise an illegal over-charge.

"Expansion" — Correct Understanding

8. The Respondents' effort to convert expansion into a discretionary/undefined notion is misconceived. The tariff itself prescribes the computational rule: apply the lower energy charge to the quantum of energy corresponding to the proportionate increase in CD. Where physical/electrical expansion is verified and CD actually enhanced and billed, expansion stands established for tariff purposes. No further ritual is required beyond objective facts already on record (sanction, verification, enhanced CD in bills).

Procedural-Compliance Objection



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9. The plea that rebate is conditional upon a separate consumer application, declarations, etc., cannot defeat a statutory pricing mandate once eligibility facts are within the licensee's knowledge and records. The licensee cannot profit from omission to implement its own tariff on admitted facts.

Interest on Excess Recovery (Supply Code 2009, Cl. 5.7.3) & Section 62(6)

10. Denial of the notified rebate amounts to charging at a price exceeding the tariff. The excess collected is refundable with interest. Under Clause 5.7.3, interest is payable from the date of each excess payment until adjustment/refund. The attempt to shift commencement to the date of consumer's application is contrary to the Supply Code and settled Ombudsman precedent.

11. Separately, Section 62(6) of the Electricity Act, 2003 prohibits recovery in excess of tariff and mandates interest (at least at bank rate) on such excess. Both provisions co-act to ensure full restitution.

CGRF/Ombudsman Jurisdiction — Monetary Relief vs. Penal Action

12. The grievance is monetary—revision of bills, refund/adjustment and interest—squarely within CGRF/Ombudsman remit. Reference to Section 142 (penal powers of the Commission) is inapposite: pursuing penal action is an independent remedy which neither displaces nor conditions the consumer's monetary claim before the CGRF/Ombudsman. The Supreme Court in Reliance Energy (2007) 8 SCC 381 reinforces that individual consumer disputes are for the Forum/Ombudsman to decide under Section 42(5)–(7).

CLARIFICATIONS ON FACTUAL MATRIX

13. Sanction & Verification: Additional load sanctioned 09.06.2021; 1601 kW verified 06.07.2021.

14. Billing Window for Relief: First billing cycle reflecting the enhanced load fell due from November 2021; the 3-year rebate window is therefore to be computed from November 2021 to October 2024 (inclusive months where eligibility subsisted).

15. Quantum for Rebate: Proportionate to incremental CD = 300 kVA (800 – 500), applied on monthly energy consumption corresponding to such increment, for the notified tenure.

REBUTTAL — PARAWISE (To the extent specifically dealt with)

16. Limitation: Denied for reasons in ¶¶3–4. Each monthly over-billing gives a fresh and/or continuing cause of action; complaint raised within permissible horizon from the last wrongful charge and upon discovery.

17. Alleged Non-Application/Procedure: Rebutted in ¶9. On admitted sanction/verification and enhanced CD billing, the rebate is a mandatory arithmetic application by the licensee; no separate consumer “opt-in” can be insisted upon to legalise over-recovery.

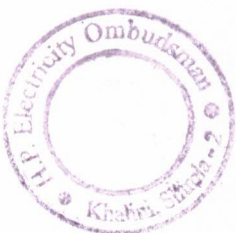
18. Interest Timing: Rebutted in ¶¶10–11. Interest runs from the date of each excess payment and not merely from any later request/application.

19. Jurisdiction: Rebutted in ¶12. The CGRF/Ombudsman routinely interpret tariff/supply-code clauses to grant monetary relief; penal proceedings, if any, lie separately before HPERC and do not constrain this adjudication.

V. PRAYER

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

- a) Set aside the CGRF Order dated 20.08.2025 in Complaint No. 1454/202506/13 and hold the complaint maintainable;
- b) Direct HPSEBL to revise and overhaul all bills from November 2021 to October 2024 by applying the 15% energy-charge rebate on the incremental consumption proportionate to 300 kVA increase in Contract Demand, for the notified 3-year period;
- c) Refund/adjust the over-charged amount (approx. ₹15,06,693.31, or as per final computation) together with simple interest @ 15% p.a. from the date of each excess payment until refund/adjustment;
- d) Award compensation for inconvenience and costs as deemed fit; and



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e) Grant any further relief(s) deemed just and proper.

10. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the relevant record on dt.15.10.2025 and with the mutual Consensus of both the parties, the final arguments were conducted.

11. The Arguments of both during proceedings :

The final arguments were conducted on 15/10/2025 and both the parties were given due opportunity to argue their contentions to the edge.

a. At the very outset, the authorised Representative for the Complainant read out the contentions as stand reiterated above under para-3 and apprised the court regarding the expansion carried out by increasing connected load from 700KW to 1601KW with subsequent increase in Contract Demand from 500KVA to 800KVA) effective from November 2021 in terms of the Tariff Orders passed by the Hon'ble HPERC, to the existing industries and further strengthened his arguments by adding that the installations stand physically verified by the Chief Electrical Inspector & the officers of the Respondents.

b. The Assistant Engineer present as Respondents in the court room during final arguments, at the very outset confirmed from the record that the said expansion stands physically verified by the competent authority as contended by the authorised Representative for the Complainant in his arguments and on this

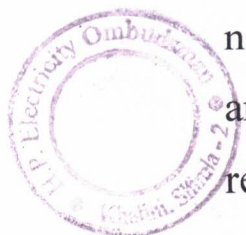


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confirmation the court was convinced to the extent that in the instant case, the expansion as asserted by the Complainant is recognised by the Respondent Board, considering this as a legitimate claim and appreciated Respondent's concern to act within the ambit of provisions.

- c. Another issue in the instant case i.e hit by the limitation was argued by the Id. Counsel for Respondents during final arguments, whereas, after healthy arguments advanced between the parties and focusing on the retrospective coverage in case of existing industries undergone expansion even by the governing Tariff order **FY2021-22 on or after 01.06.2021, FY2022-23 01.06.2021 to 31.03.2022, FY2023-24 from 1.06.2021 to 31.03.2023 and FY 2024-25 from 01.06.2021 to 31.03.2024** got convinced and thereafter, the Id. Counsel for Respondents ended the arguments with affirmative averments that the instant matter is not hit by the limitation.
- d. Regarding interest as contended by the Complainant, the earlier findings were reiterated and again reminded to both the parties that the excess amount to be considered for computation of interest in terms of governing Tariff orders shall be considered **reckon from the date the Complainant applies** after the notification in terms of governing Tariff orders till it remains as an excess amount with the Respondents thereafter before the rebate is released. Both authorized representative for



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Complainant and Counsel for Respondents & Concerned Assistant Engineer showed satisfaction on this account.

12. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable. Both Id. Counsel for Respondent Board and the Authorized Representative for Complainant advanced their arguments to the brim. After listening both the parties at length, averments made by both the parties during final arguments to the depth, the order was kept reserved for examining the contentions to the depth before issuance of final order.
13. The documents annexed and placed on record, arguments advanced by both the parties have gone through in depth.
14. The appropriate Acts, Supply Codes, MYT Regulation, relevant Tariff Orders as well as the orders of Hon'ble Courts cited in the representation/reply have been referred to for clarity.
15. The case file bearing Complaint No. 1453/202506/13 and orders passed on dated 20.08.2025 by the Consumer Grievance Redressal Forum Kasumpti, Shimla-171009 have been requisitioned and gone through 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. The relevant extract from para (1) to para (31) of the said order also reiterated under the "**para-4**" above to arrive at legitimate conclusion.
16. The contentions of the Complainant detailed under **para-3**, reply of Respondent Board detailed under **para-8**, Rejoinder submitted by

Final

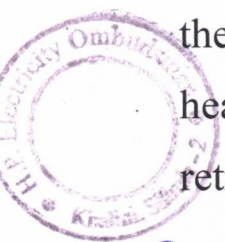


the Complainant placed under **para-9**, Arguments conducted at length & placed under **para-‘11’**, have not been reiterated for the sake of brevity and may be referred to as cited above, however, where required have been reproduced only on specific contentions while doing analysis. To arrive at legitimate consensus, the findings in the instant matter shall also carry detailed analysis while examining the issues.

17. While scrutinizing the reply submitted by the Respondents, it has been observed that the Respondents at the very outset under **‘Preliminary Submissions’** have opined as under:

- a. That the present complaint is not maintainable in the eyes of law.
- b. That there exists no cause of action in favour of the complainant and against the respondents.
- c. That the CGRF's order is reasoned, based on facts, law, and a correct appreciation of the regulatory framework. The contentions raised by the complainant are legally untenable and factually misplaced.
- d. That the complainant has suppressed material facts before this Ld. Ombudsman and, therefore, the complaint as filed is liable to be dismissed at the very threshold.
- e. That the complaint filed by the complainant is barred by limitation. Regulation 19(c) of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal and Ombudsman) Regulations, 2013, clearly stipulates that the Forum may reject a grievance at any stage if it has been submitted two years after the date on which the cause of action has arisen. In the present case, **the complainant is seeking the expansion rebate for the period of 2021;** however, the complaint was filed more than two years after the cause of action arose. Therefore, in accordance with Regulation 19(c) of the HPERC Regulations, 2013, the complaint is barred by limitation and is liable to be dismissed outright.

18. The issue related to barred by limitation was raised and argued by the Id. Counsel for Respondents during final arguments. After the healthy arguments advanced between the parties and focusing on the retrospective coverage in the respective Tariff orders such as



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FY2021-22 on or after 01.06.2021, FY2022-23 01.06.2021 to 31.03.2022, FY2023-24 from 1.06.2021 to 31.03.2023 and FY 2024-25 from 01.06.2021 to 31.03.2024, got convinced and thereafter, the Id. Counsel for Respondents ended the arguments with affirmative averments with an assertion that the instant matter is not hit by the limitation.

19. Here this authority would also like to recapitulate the para (25) of the order dt. 20.08.25 of the Id. CGRF (**refer para-4 above**) which draws inference on the diligent views and showers indicative opinion as under:

*“(25) Now coming to the contention of the Respondent with regard to complaints being barred by limitation under regulation 19(c) of the CGRF Regulations, 2013, which provides limitation period of 2 years from the date the cause of action arose to the Complainants. On this contention of Respondent, Complainant has contended that its cause of action is a continuous one. Forum from perusal of provisions of this regulation 19(c) and the Tariff Orders passed by the Ld HPERC, observes that these Tariff Orders in general remain in force for a period of 1 year and up to 31st March of a year and thus so do the tariff rates contained therein. **However, the period of expansion rebates in these Tariff Orders is specified as three years.** Thus, Forum finds that under regulation 19(c) of the CGRF Regulations, 2013, while it is unable to hold the expansion rebates specified for three years as a case of continuous cause with regard to the complaints however, **at the same time Forum is also unable to apply the limitation clause specified in the instant complaints;**”*

20. After referring to the last line of above para, this authority appreciates that ultimately the views of both the authorities land on the same platform in principle on the issue of limitation due to retrospective coverage of the prevalent Tariff Orders i.e. **FY2021-22 on or after 01.06.2021, FY2022-23 01.06.2021 to 31.03.2022, FY2023-24 from 1.06.2021 to 31.03.2023 and FY 2024-25 from 01.06.2021 to 31.03.2024** and the period of dispute falls within the ambit of said Tariff orders, as apparent to the documents placed on record and confirmation made by the Respondents in para-1 under



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the heading ‘**Reply on Merits**’ of their reply which reads as “ *It is specifically submitted that Complainant consumer has applied for extension of connected load from 700kW to 1601kW with extension of Contract demand from 500 kVA to 800kVA at 11kV Supply voltage and same has been sanctioned by Superintending Engineer Operation Circle HPSEBL Solan vide letter no. 2178-82 dated 09-06-2021*” and further appended confirmation from the record during final arguments that the instant expansion stands verified by the competent authority&after completing all the codal formalities the load was released on **November,2021**. This authority was convinced to opine further on the issue of maintainability.

21. In view of above analysis and after resorting to arguments, it is asserted that the instant case is not hit by the time limitation and is **held maintainable for initiation of proceedings with view point that even Tariff Order FY-2024-25 gives vide coverage from 1.06.2021 to 31.03.2024**. The above findings further pave the way to **examine the contentions on merit judiciously, thereafter.**

22. The Complainant contends:

- a.** That on **06 July 2021**, the Sr. Executive Engineer, Baddi verified the test report and a load of 1601 KW was verified and released in due course. The contract demand of the complainant was increased from 500 kVA to 800 kVA as per sanction letter and the load released.
- b.** The additional load was released and reflected in the first bill issued in the month of October 2021 (effective from **November 2021** for billing purposes)
- c.** That the Himachal Pradesh Electricity Regulatory Commission’s (HPERC) tariff order for FY 2021-22 introduced an “**expansion rebate**”. Clause 13 of the LIPS tariff schedule provided that existing industries undergoing expansion during 01 June 2020 – 31 May 2021 and industries undertaking expansion on or after 01 June 2021 are entitled to **energy-charge rebates**. Specifically, it states that energy charges shall be **15 % lower than the approved energy charges** for three years on **quantum of energy consumption corresponding to the proportionate increase in contract demand**. An example in the order clarifies that when contract demand increases from 2 MVA to 3 MVA, the lower energy charge applies on the incremental consumption in proportion to the contract demand.





- d. That despite the tariff order, HPSEBL continued to bill the applicant at normal energy charges without granting the expansion rebate from **November, 2021** onward.
- e. That as HPSEBL failed to act, the applicant filed a **complaint before the CGRF on 14 June 2025**

23. This authority after scrutiny of above requisite contentions and steps taken by the Respondents , appreciates Respondent's concern to initiate settlement in terms prevalent provisions & settled law as per earlier orders and is convinced on the very fact that the Respondents in the instant case have recognised the instant issue of **"Expansion"** carried out by the Complainant after furnishing all prerequisites such as physical verification by the competent authority and **also during arguments appending confirmation of the same from the record** ; does not warrant further interference of this authority, being the initiation of judicious refund in the public interest as a legitimate claim.

24. This also attracts the relevant extract of para (19) of the order dt.20.08.2025 of ld. CGRF which reads as *"(19) Thus, before the said expansion rebates are allowed by the distribution licensee to a consumer, at the outset it becomes imperative for it to conclusively confirm expansion and also its effective date for the purpose of entitlement/ eligibility of such rebates by the consumer-----."* Subsequent to this, the confirmation solicited by the Respondent during arguments read with **para (19) of the order dt. 20.08.2025** of ld. CGRF, provides further strength to the findings under **para-23** above.

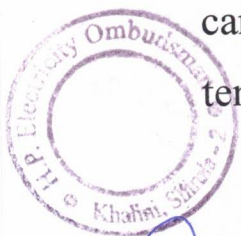
25. While delving **para (18)** of the said order dt.20/08/2025 of ld. CGRF, which reads as *"(18) Forum finds here that the term 'expansion' in Tariff Orders passed by the Ld HPERC, has not been defined and is also not*





*regulated by way of Supply Code / Regulations notified by the HPERC, so as to enable the Respondent to first decide on expansion and thereafter to allow rebates on the same” he may be right principally. But in the instant case, the author in respect of **Supply Code, MYT Regulation and Tariff order** is same i.e. Hon’ble Commission, the Statutory Authority. This authority draws considered opinion that one cannot overlook/ ignore the modalities as well as the essence of respective Tariff orders devised by the same author, the Hon’ble Commission for the said purpose in the public interest which are still operative or otherwise the prevalent Tariff orders shall come on halt and the very purpose of such leverages shall be defeated.*

26. This authority also appreciates that the Complainant is also well concerned with the term verification by the competent authority when the question of availing rebate on expansion arises and honors verification by the competent authority as a mandate & precedence for settlement in such cases in line with earlier findings & settled law where an existing industry or otherwise undergoes expansion and does not require any further detailed delving thereof.
27. After listening to the facts as per record during final arguments regarding the status of physical verification and expansion as contended, this authority is convinced that the Complainant in the instant case is entitled to avail expansion rebate for the expansion carried out, hence, the contention of the Complainant is held tenable.



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28. After resorting to the findings on applicability of rebate in the case of Expansion undergone as above, it has been observed from the documents placed on record that the instant Expansion stands carried out w.e.f. **November, 2021** after the advent of tariff order dt.31.05.2021 for FY 2021-22 effective from 01.06.2021 to 31.03.2022. In the interest of justice, this authority feels it appropriate to examine the eligibility of the Complainant in respect of Expansion rebate during **Night hrs. consumption** in addition to Night hr. concession & **Peak Hours** one by one.
29. To arrive at legitimate consensus the tariff order passed on dt.31.05.2021 needs to be examined first, the relevant extract is reiterated as under:

(d) **Tariff Order passed on 31.05.2021 by the Ld HPERC for FY 2021-22 (applicable w.e.f 01.06.2021 to 31.03.2022)-**

Quote

.....

.....

13. Rebate for New and Expansion Industries:

- a. For new industries which have come into production between 01.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of three years.
- b. For new industries which have come into production between 01.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.
- c. For new industries which have come into production between 01.06.2020 to 31.05.2021, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.
- d. For new industries coming into production on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.



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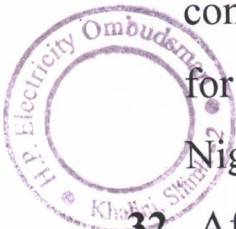
- e. *For existing industries which have undergone expansion during 01.04.2018 to 30.06.2019 and/or during 01.06.2020 to 31.05.2021, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand. Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020 and/or shall be undergoing expansion on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand.*
- f. *It is clarified that the above-mentioned rebate on energy charges shall be applicable during normal and peak hours. In case of night hours, night time concession shall only apply.*
- g. *In case of units registered under HP Industrial Policy 2019, but not falling under the respective category of small, medium, large industrial power supply as notified by the Commission, the rebate on energy charges (as per relevant tariff category) shall be applicable for new units as well as for existing units which have undergone expansion similar to the applicability of rebate on Industrial power supply.*

.....

30. Scrutiny of the said order reveals that the said order as per clause 13('a'to 'e') is applicable in case of **Rebate for New and Expansion Industries** and which as per clause 13(f) is applicable during **Normal & Peak hrs.** & in case of Night hours, **Night time concession shall only apply** and further the same precedence sustains even upto the Tariff Order dt. 15.03.2025 for FY 2024-25 governing the instant period.

31. In view of foregoing analysis and findings this authority draws considered opinion that in the instant case, the Complainant is entitled for expansion rebate during **Normal & Peak hours** but in case of Night hours, **Night time concession shall only apply.**

32. After examining the documents placed on record, arguments advanced, it is observed that the only issue left is payments towards



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interest which has already been taken up at length in the earlier orders as well in Review Applications No. 25/2025,26/2025,27/2025, however, the same is again being delved in details to avert misconception when we talk about interest on rebate as the rebate entitlement due to having large difference between the dates of rebate applicable and the notification thereof as well as leverage of eligibility being covered in different financial years of the Tarrif Orders to facilitate the eligible consumer to avail such rebate even in the belated stage, is a vibrant proposition in itself.

33. This authority after listening to the arguments in various adjudications observes that the matter related to interest in case of rebate is usually misconceived by the either party as modalities analogous to the interest which arises on account of erroneous billing where it attracts computation from the date the amount becomes due. However, it is asserted that the interest as contended, if eligible, attracts the following provisions, the very specific parts are reproduced as under:
- a. The relevant extract of clause 5.7.3 of supply code 2009 is reproduced for analyzing applicability of the complainant for availing interest in the instant case subject to above which provides as under:



5.7.3 *"if on examination of a complainant, the licensee finds a bill to be erroneous, a revised bill will be issued to the consumer indicating a revised due date of payment, which will not be earlier than ten days from the date of delivery of the revised bill to the consumer. If the amount paid by the consumer under para 5.7.1 is in excess of the revised bill, such excess amount will be refunded through adjustment first against any outstanding amount due to the licensee and then against the amount becoming due to licensee immediately thereafter. The licensee will pay to*



such consumer interest on the excess amount-----from the date of payment till such time the excess amount is adjusted. "

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

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

34. It is observed from the above specific part of clause 5.7.3 of supply code read with Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) that subject to eligibility of rebate, the amount to be refunded shall be construed as an excess/undue amount paid by the Complainant or excess amount remained with the Respondent Board and warrants refund (of excess amount) with interest, however, interest reckon from **'which date'** in case of rebate, requires further analysis i.e. date of reckoning of interest on rebate, although the same stands adjudicated in details in the above said cases, yet this authority feels to explore in the interest of consumer to avoid litigation in future.

35. The above provisions under clause 5.7.3 of Supply code and Regulation 26a(ii) only entitles the concerned to avail interest on the excess amount remained with the Respondent irrespective of type of amount whether of erroneous bill or rebate, but the application of these provisions for computation of interest with legitimate reckoning date is very vital in itself as it varies from

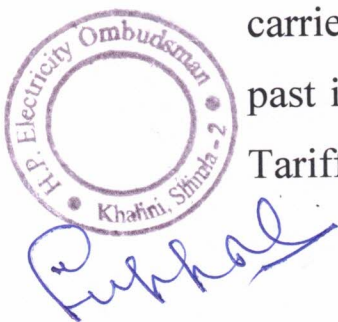


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case to case depending upon whether is it a case of erroneous billing owing to levy of wrong Tariff for which both the parties remain well aware of right from the beginning or a case of refund of rebate as in the instant case which remains illusion for Respondent till somebody approaches to file their claim for such achievements.

36. It is further observed that the instant case of interest on rebate is different from the case of erroneous billing where a revised bill is supposed to be issued retrospectively after due corrections, whereas **this is not the case here**. It is a case of interest on rebate refunded. Before further perusal, this authority would like to fetch more clarity on the applicability of date of interest.
37. This authority draws inferences that in case the amount remains erroneous right from the beginning owing to levy of wrong Tariff which appears continuously in the ensuing bills with due awareness of both the parties and in the end if the settlement lies in the favour of Complainant, warrants intervention of clause 5.7.1 also along with clause 5.7.3 of the Supply Code and the Complainant becomes entitled for interest from the date the 'payment due' till it is released.
38. Whereas, the case is different when we talk about interest on rebate as it has been observed that the achievements stand carried out (**achieved**) by the **Complainant/Consumer** in the past in routine very much prior to the notification of respective Tariff orders without any intention of apprehensions of



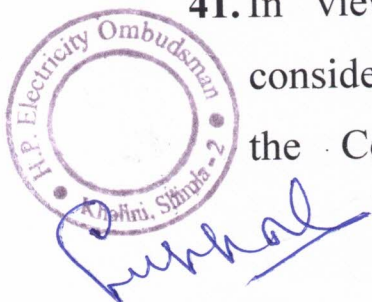


announcement of such rebate in future as at that point of time nobody could apprehend such privileges and under such circumstances nobody could even anticipate about the future mandate of Hon'ble Commission's ensuing Tariff Orders on such leverages . Thus, the actual due date announced for availing rebate in future Tariff Orders becomes obsolete with interest on rebate point of view **when both the date of notification of Tariff order and retrospective date of rebate on achievements fall in different domains thus shows vibrant averments.**

39. Hence, in view of above analysis, it is affirmed that **unless initiated by the concerned party nobody can assess such achievements of individuals in the past** and hence, cannot held anyone responsible, specially the Respondent/Licensee in the instant case where at random many officers get changed after such announcements.

40. In view of above analysis on **vibrant averments** where the date and year of claim could be different from the date/year of achievements in terms of provisions of Tariff orders, how can one call for entitlement of interest from the day, the payment gets due, analogous to the case of erroneous billing which usually happens due to application of wrong Tariff.

41. In view of above findings, this authority further draws considered opinion that under such circumstances when unless the Complainant/Consumer who is well aware of his

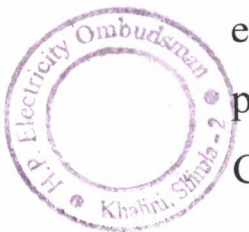




achievements, does not come forward to inform, it reasonably appears to be impossible for Respondents to know about the 'Expansion' carried out by the individual in the past prior to the notification of the respective Tariff orders **when such process was not even conceived in the universe.**

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

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



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44. In view of above analysis under **para-38**, this authority further asserts that both Complainant and Respondents remain unaware (**innocent**) about the applicability of such rebate on such achievements which they had carried out in the past prior to the notification of the respective Tariff orders and which was allowed as an incentive for the past period thereafter the notification of Tariff orders. In the interest of natural law of justice, this authority draws considered opinion that unless somebody initiates for such rebate, nobody can assess whether such rebate is due or not.
45. In the interest of natural law of justice, this authority draws considered opinion that unless somebody initiates for such rebate, nobody can assess whether such rebate is due or not.
46. In view of such assertions this authority with initiation point of view feels it pertinent to mention here that **the Complainant's Representative is one among all present when the stake holders meeting is convened by the Hon'ble Commission for finalizing the tariff order before its publication in Rajpatra and the Representative is supposed to be the first-hand informer to all industrialists for availing such privileges to avert such delay and litigations.** It is further added that especially in the case of rebate unless the concerned party initiates such request nobody can come to know about this kind of pendency.



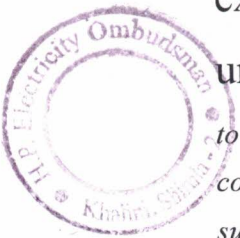


47. This authority after resorting to the above exhaustive analysis, observes and draws considered opinion that specifically in the case of rebate, **this is not an intentional act of Respondent towards delay but it purely attributes to the sluggish action of the concerned party in terms of above findings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

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

49. In consonance with the above findings, this authority feels it legitimate in the interest of justice to recapitulate relevant extract of **para-2** of the reply submitted by the Respondents under the heading '**Reply on Merits**' which reads as *"It is pertinent to mention that the complainant never approached to this office regarding this issue. Had the complainant approached to concerned sub-division, the matter could have been resolved at sub-division level."*

50. Further scrutiny of record read with above averments of the Respondents reveals that the Complainant never approached the



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concerned Sub-Division on this issue instead filed instant Complainant direct before the Id. CGRF on dt. **14.06.2025** and subsequently, the interest if applicable reckons from this said date in terms of above findings till it remained as an excess amount thereafter with the Respondent before it is released and starts disbursement in routine.

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

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

- 52.** Whereas the complainant has not given cognizance to the rate of interest so fixed by the Commission i.e. 12% for the period falling within the scope of amended Regulation 26a(ii) notified on 20th January,2022 of Himachal Pradesh Electricity



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Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) which is read as under:

“12. Amendment of Regulation 26.-

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

53. From the above analysis, it is asserted that subject to admissibility of the contentions, for the claim of interest on refund sought, needs computation of interest in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 @15% for the period applicable read in conjunction with Regulation 26(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified on 20th January, 2022 @12% for the period falling within the scope of amended Regulation 26a(ii) in terms of above provisions giving due cognizance to the prospective effect of such amendments.

54. In view of foregoing findings and analysis, the order is as appended below:

- a. The order dt. 20/08/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1453/202506/13 is upheld partially and the paras not in conformity with the findings of this order are quashed.
- b. The Respondent Board is directed to overhaul the accounts of the Complainant within 30 days excluding holidays from the date of issuance of this order, with due adherence to the following mandates:



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- i. that the Expansion rebate for the contended period including Peak hrs. be settled in terms of prevalent Tariff orders in due cognizance to findings under para-23 to 31 of this order, after ascertaining the period of rebate from the record.
- ii. To pay interest on the above contended rebate in terms of above exhaustive findings under para-50, *reckoning from the date the Complainant instead of applying, approached ld. CGRF on dt.14.06.2025* in the instant case after the notification of the prevalent Tariff orders and till it remained as an excess amount with the Respondents thereafter before the same was released.
- iii. that the amount of interest be computed in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018@15% for the period till applicable under this code and thereafter in consonance with the Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified on 20th January,2022 @12% for the period of rebate 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.
- c. The Respondent Board is directed to adhere to above time limitation to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for initiation of appropriate action by the Commission

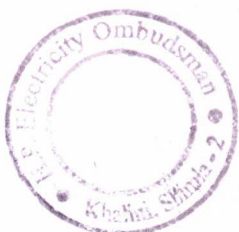


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under the provisions of the Electricity Act, 2003 and brunt on individuals.

- d. After resorting to exhaustive analysis/findings, this authority under the powers drawn in terms of Regulation 37(3)(d)(e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, in the public interest, advises as under:
- i. That both Complainant and Respondents are advised to avert deviation from natural law of justice and frame averments only which are universal in nature and not individual specific, as any wrong pursuance shall ultimately add fiscal brunt on consumers and defeats the very purpose of Consumer Protection mandate.
 - ii. That also, after the advent of any new privilege pronounced by the Hon'ble Commission in future, the concerned Representatives of Industrialists should immediately bring to the notice of individual concerned to avoid further confrontation as happened in the past due to un-awareness of the concerned, resulted in delay or depriving of one's rights from such benefits.
 - iii. That the Complainant first try to resolve the issues at Sub-Divisional level with due opportunity to Respondent Board in terms of prevalent provisions before approaching any competent Court of law for further adjudication.
- e. 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.
- f. No cost to litigation.



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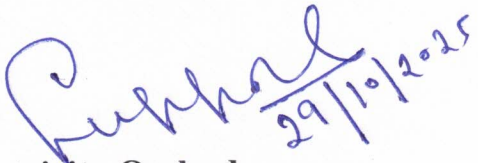
- g. In terms of above findings, the Complaint filed by M/s Purobien Life Sciences Plot No 53 EPIP Phase -1 Jharmajri Baddi Distt Solan-173205 is hereby disposed of.
- h. The case file is consigned to record room and order is also placed at site as well as conveyed telephonically for the convenience of reference.

Given under my hand and seal of this office.

Dated: 29/10/2025

Shimla




Electricity Ombudsman