



In the matter of:

Complaint No. 38/2025

M/s Pooja Cotspin Pvt. Ltd. Village Sallewal, Tehsil Nalagarh, Distt. Solan,
H.P.-174101

– Complainant

Vs

1. Sr. Executive Engineer, Electrical Division, HPSEBL, Nalagarh-174101.
 2. The Assistant Engineer (E), Elect. Sub-Divin. -No. I, HPSEBL, Nalagarh--174101
- Respondents

Complaint No38/2025 (Registered on 06/10/2025)

(Orders reserved on 11/11/2025 , Issued on 26/11/2025)

Present for:

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

The Respondents: -Sh. Kamlesh Saklani, Under Sectt. Law
-Sh. Rajesh Kashyap, Advocate
- Er. C.R. Verma, AE, Elect. Sub-Divin. No. I Nalagarh

QUORUM

Er. Deepak Uppal
HP Electricity Ombudsman

1. Brief Facts of the Case:

- a. M/s Pooja Cotspin Pvt. Ltd. bearing Consumer ID 100012000781 is a 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 Complaint against the final order dated 18/09/2025 passed by the Consumer Grievances Redressal Forum (CGRF), Kasumpti in Complaint No. 1431/202507/19 which was received and registered before this authority on dt. 06/10/2025.
- c. The Complainant is aggrieved by the non-action of the Respondent on following account:
- i. Claim on Additional Consumption rebate of Rs. 12,93,562/- for FY 2018-19 over the consumption done in FY2017-18 and claim of Rs 2,04,961.58/- towards Additional Consumption done in FY2019-20 over the consumption done in FY2018-19.
 - ii. Claim on Expansion rebate of Rs.23,94,034.52/- for the period from May, 2018 to April, 2021.

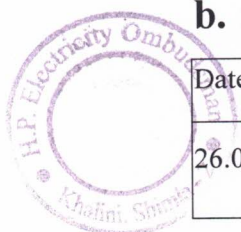
2. The case was listed for admission hearing on 15/10/2025. In order to facilitate further pleadings in a comfortable domain, the specific contentions of the complainant are first restated as under.

3. The Complainant Contends:

- a. That the Respondents failed to implement applicable tariff orders despite sanctioning an extension of load from **1934.73 kW to 2834.73 kW** and increasing the contract demand from **1550 kVA to 1850 kVA** vide Office Order dated 26.03.2018. The appellant's eligibility for "expansion rebate" and "additional consumption rebate" is clear, yet this failure resulted in continuous over-billing, an error detected during an audit in April 2025.

b. Index of Dates and Events

Date	Event
26.03.2018	Respondents issued an Office Order sanctioning the extension of load from 1934.73 kW to 2834.73 kW and increasing the Contract Demand from 1550 kVA to 1850 kVA.



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03.04.2018	A Sundry Job Order (SJO) was issued by the Respondents to release the extended load. This is also noted as the date the load was released.
04.05.2018	HPERC Tariff Order for FY 2018-19 was notified, introducing a 10% rebate on energy charges for additional consumption over and above the level of FY 2017-18.
05.05.2018	The additional load and electrical installations were verified by the Chief Electrical Inspector.
15.05.2018	The Chief Electrical Inspector approved the installation of the extended load.
29.06.2019	HPERC Tariff Order for FY 2019-20 was notified, increasing the rebate to 15% on energy charges for additional consumption over and above the level of FY 2018-19.
01.06.2020	HPERC Tariff Order for FY 2020-21 was notified, introducing a 10% rebate on energy charges for industries that had undergone expansion from FY 2018-19 onwards, applicable for three years.
24.08.2020	The Chief Engineer (Commercial) issued a circular clarifying that rebates from various tariff orders would continue to be applicable, including during night hours.
01.04.2025	The Appellant discovered during an audit that eligible rebates (both additional consumption and expansion) had not been granted, resulting in overcharging.
25.06.2025	The Appellant served a formal notice on the Respondents demanding the refund of the eligible rebates, which received no reply.
10.07.2025	Grievance was filed before the CGRF via post.
14.07.2025	Grievance was received by the CGRF as per postal records.
28.08.2025	The statutory period of 45 days for the CGRF to dispose of the grievance expired.
29.08.2025	The Appellant filed an "Application for Withdrawal / Discontinuance of Proceedings" before the CGRF to avoid parallel proceedings before the Ombudsman.
01.09.2025	Appellant's Representation under Regulation 28(1)(a) was registered by the Hon'ble Ombudsman as Complaint No. 31/2025.
03.09.2025	The CGRF rejected the Appellant's withdrawal application.
04.09.2025	The Hon'ble Ombudsman dismissed Complaint No. 31/2025, directing the CGRF to first decide the matter and granting liberty to the Appellant to file a fresh representation if aggrieved by the CGRF's order.
18.09.2025	The CGRF passed its final order, dismissing the complaint (No. 1431/202507/19) and giving liberty to approach the HPERC.

Grounds of Representation

The appellant respectfully submits the following grounds against the erroneous order of the CGRF dated 18.09.2025:

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1. The CGRF acted without jurisdiction by refusing to permit the withdrawal of the grievance and continuing proceedings after the expiry of the statutory 45-day period.

- 1.1. Regulation 26(5) of the HPERC (CGRF and Ombudsman) Regulations, 2013, mandates the Forum to pass an order within 45 days of receiving the grievance. The grievance was filed on 10.07.2025 and received by the Forum on 14.07.2025, meaning the 45-day period expired on 28.08.2025.
- 1.2. Regulation 28(1)(a) provides a statutory right to the complainant to approach the Ombudsman if the Forum fails to redress the grievance within the specified period. The appellant rightly exercised this right by filing a representation before the Ombudsman and simultaneously filed an application for withdrawal before the Forum on 29.08.2025 to avoid parallel proceedings.
- 1.3. The Forum's refusal to allow the withdrawal on 03.09.2025 was illegal and an abuse of process. Once the 45-day period lapsed, the Forum's jurisdiction to adjudicate the matter ceased, particularly when the complainant exercised the option under 28(1)(a). By rejecting the withdrawal, the Forum illegally sought to perpetuate its jurisdiction.
- 1.4. Such an action, if permitted, would render Regulation 28(1)(a) redundant. All proceedings conducted by the Forum after 28.08.2025 are void for want of jurisdiction.

2. This Hon'ble Ombudsman, as the custodian of the Regulations, ought to have protected the appellant's statutory right under Regulation 28(1)(a).

- 2.1. When the appellant initially approached this Hon'ble Ombudsman, the representation was accompanied by the withdrawal application, demonstrating a bona fide intent to avoid parallel proceedings.
- 2.2. At that stage, this Hon'ble Ombudsman could have taken cognizance of the CGRF's jurisdictional lapse. By dismissing the initial representation on 04.09.2025, it gave precedence to the CGRF's subsequent and illegal proceedings.
- 2.3. This inadvertently allowed the Forum to continue proceedings without jurisdiction, culminating in the erroneous final order now being challenged. **The Hon'ble Ombudsman is the authority designated by the Commission to oversee the grievance redressal mechanism, and as such, is the custodian of the Regulations.** It was a fit case for the Ombudsman to intervene and uphold the sanctity of the timelines prescribed in the Regulations, thereby protecting the consumer's statutory rights.

3. The CGRF erred in abdicating its jurisdiction by incorrectly holding that the matter falls under Section 142 of the Electricity Act, 2003.

- 3.1. The grievance is a classic case of "**Wrong billing**", which falls squarely within the CGRF's purview. The dispute pertains to the non-application of a notified tariff, which is a billing dispute, not a case requiring punitive action under Section 142.
- 3.2. The Forum's reasoning that a reference to Section 62 of the Act automatically triggers Section 142 is a grave misinterpretation. The reference was to establish the binding nature of tariff orders. The Forum conflated its duty to resolve billing disputes with the Commission's power to penalize.
- 3.3. By dismissing the complaint on these jurisdictional grounds, the Forum has failed to exercise the jurisdiction vested in it.

4. Denial of a substantive benefit on hyper-technical grounds amounts to injustice.

- It is humbly submitted that the Tariff Orders are instruments of policy, intended to grant specific financial incentives to promote industrial expansion. The CGRF, in its final order, has denied this substantive benefit by resorting to hyper-technical and unjustifiable reasoning. The expansion of the appellant's electrical system is a fact, sanctioned and billed by the Respondents



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themselves. To deny the corresponding rebate because the word 'expansion' is not explicitly defined, or by inventing a non-existent procedural requirement for the consumer to file a separate 'claim' for a part of the tariff, is to elevate procedural technicality over substantive justice. Such an approach defeats the very purpose of the rebate and the consumer-centric grievance redressal mechanism.

5. The CGRF erred in concluding that the term 'expansion' is unimplementable because it is not defined.

- 5.1. While the term 'expansion' is not defined in the Tariff Orders, the Forum's conclusion is legally flawed.
- 5.2. The expansion is a verifiable fact. The Respondents sanctioned the extension of load from **1934.73 kW to 2834.73 kW** and increased the contract demand from **1550 kVA to 1850 kVA**. This increase was verified by the Chief Electrical Inspector on 05.05.2018 and approved on 15.05.2018. This is the most direct evidence of 'expansion' for a tariff rebate.
- 5.3. The rebate is explicitly linked to the "proportionate increase in contract demand," which directly ties the benefit to the electrical system's expansion, making the Forum's speculation irrelevant.

6. The CGRF's finding that the appellant was required to file a specific "claim" for the rebate is contrary to law.

- 6.1. The Forum incorrectly held that it is "incumbent upon a consumer to approach the distribution licensee accompanied with a claim for the rebates". This imposes an extra-statutory burden.
- 6.2. The Respondents are legally bound by Section 62 of the Electricity Act, 2003, to apply the correct tariff automatically.
- 6.3. The Respondents had full knowledge of the load expansion as they sanctioned it, released it vide SJO dated 03.04.2018, and billed for the increased demand. To argue they needed a separate claim is untenable.

7. The CGRF erred in holding that a consumer is not entitled to two rebates simultaneously.

- 7.1. The Forum's finding is speculative and not based on any prohibitive clause in the Tariff Orders for FY19 and FY20. The two rebates are distinct in nature and objective.
- 7.2. The Tariff Order for FY 2024-25 explicitly adds an exclusion, implying that where no such exclusion was mentioned (as in previous years), both rebates could be availed.

8. The Forum's decision is contradictory and fails to provide substantive relief.

- 8.1. The Forum dismissed the entire complaint but simultaneously noted the Respondent's submission that an admissible rebate for a future period (FY25) would be given, stating it was "not inclined to interfere".
- 8.2. This is contradictory. The Forum should have issued a clear directive to provide the undisputed part of the relief.

9. The appellant's eligibility for these rebates is consistent with past precedents.

- 9.1. This Hon'ble Ombudsman and the CGRF have adjudicated similar matters and upheld consumers' rights to avail notified tariff rebates.
- 9.2. The present case is on an identical footing, with clear evidence of electrical expansion sanctioned by the Respondents. The principles of consistency require that the same relief be extended.

10. The appellant is entitled to interest from the date the excess amount was wrongly withheld.



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◦ 10.1. Clause 5.7.3 of the H.P. Electricity Supply Code, 2009, mandates interest for the period the excess amount was withheld.

◦ 10.2. The purpose of interest is compensatory and provides restitution to the consumer for being deprived of their funds.

◦ 10.3. The cause of action for interest begins from the moment the excess payment is made, not from the date of discovery. To hold otherwise would unjustly reward the licensee for its own error.

Prayer

In light of the foregoing, the Appellant humbly prays that this Hon'ble Ombudsman may be pleased to:

a) Set aside the impugned final order dated 18.09.2025 in Complaint No. 1431/202507/19.

b) Direct the Respondents to overhaul past bills and refund/adjust the amounts due on account of:

i. Additional consumption rebate for FY 2018-19 amounting to **Rs. 12,93,562.63**.

ii. Additional consumption rebate for FY 2019-20 amounting to **Rs. 2,04,961.58**.

iii. Expansion rebate for the three-year period from May 2018 to April 2021 amounting to **Rs. 23,94,034.52**.

c) Direct the Respondents to pay interest on the overcharged amounts from the date each excess amount was wrongly withheld, as per Clause 5.7.3 of the Supply Code, 2009.

d) Award compensation under the HPERC (Standards of Performance) Regulations.

e) Award costs of the proceedings amounting to Rs. 2,00,000/-. f) Pass any other orders as deemed fit and proper.

4. In order to have clarity on the findings of ld. CGRF w.r.t. above contentions of the Complainant, the order dt.18/09/2025 in Complainant No1431/202507/19 needs to be reiterated in totality for record and reference as under.

BRIEF FACTS OF CASES-

(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 1431/202507/19:** M/s Pooja Cotspin Pvt Ltd – Village Sallewal, Tehsil Nalagarh H.P 174101, bearing Account No 100012000781, (hereinafter referred to as complaint No '19);

(b) **Complaint No 1431/202507/20:** M/s GC Fibers, Village Sallewal, Tehsil Nalagarh, HP-174101, bearing Account No 100012000783, (hereinafter referred to as complaint No '20);

(2) In these matters, the HP State Electricity Board Ltd is the distribution licensee and the Respondent herein;

(3) During the proceedings in the matters, after the Forum had passed Orders on 20.08.2025 for final hearing in the matters on 03.09.2025, the Complainants herein under Regulation 28(1)(a), by way of Applications No 30 and 31 had on 01.09.2025 approached the Ld Ombudsman, wherein the Ld Ombudsman while dismissing these Applications was pleased to pass Orders on 04.09.2025 as follows:-

Application No 30:



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“As this authority has not passed any order as yet, the Complaint filed by M/s G.C Fibers Ltd., Village Sallelw, Tehsil Nalagarh, Distt. Solan, H.P.-174101 is hereby disposed as dismissed and in due cognizance to the 'Hierarchy of Adjudication system' with further directions to Id. CGRF to first decide the matter and liberty to the Complainant to file afresh representation in line with the order to be passed by the Id. CGRF, if impugned.”

Application No 31

“As this authority has not passed any order as yet, the Complaint filed by M/s Pooja Cotspin Pvt. Ltd., Village Sallelw, Tehsil Nalagarh, Distt. Solan, H.P.-174101 is hereby disposed as dismissed and in due cognizance to the 'Hierarchy of Adjudication system' with further directions to Id. CGRF to first decide the matter and liberty to the Complainant to file afresh representation in line with the order to be passed by the Id. CGRF, if impugned.”

- (4) Complainants are primarily aggrieved by the non-action of the Respondent to give rebates for additional consumption over previous year's consumption as well as rebates on approved energy charges, to existing industries which have undergone expansion/ undergoing expansion (hereinafter referred to as expansion rebate), as provided in Tariff Orders passed by the Ld HPERC;
- (5) In the instant complaints, grievances of the Complainants are that pursuant to provisions on rebates in respect of additional consumption contained in Tariff Orders for FY19 and FY20 with regard to complaint No'19 and Tariff Order for FY20 and FY25 with regard to complaint No'20 and provision on rebates for expansions as provided in Tariff Order for FY21 with regard to both complaints, the Respondent has not charged correct tariff by not allowing for these rebates. Further, because of the delay in not allowing these rebates, the Respondent is liable to pay Interest as per Clause 5.7.3 of the HP Electricity Supply Code, 2009;
- (6) 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;
- (7) Complainants have submitted claims of rebates as follows:-
 - (a) **In complaint No '19:-** Claim of Rs 12,93,562.63 (**Annexure C-6**) towards additional consumption done in FY19 over the consumption done in FY18 (Tariff Order for FY19 dated 04.05.2018 with Tariffs and other charges to come into force from 01.04.2018) and claim of Rs 2,04,961.58 (**Annexure C-7**) towards additional consumption done in FY20 (Tariff Order dated 29.06.2019 for FY20 with Tariffs and other charges to come into force from 01.07.2019) over the consumption done in FY19. Further the sanction for load extension was done by the Respondent vide Office Order dated 26.03.2018 and Sundry Job Order issued by the Respondent on 03.04.2018 (**Annexure C-1 Colly**). Accordingly, with regard to expansion carried out before 26.03.2018 / 03.04.2018, claim of Rs 23,94,034.52 (**Annexure C-8**) for the period from May 2018 to April 2021, simpliciter based on Tariff Order for FY21 (**Annexure C-3 Colly**) dated 06.06.2020 (with Tariffs and other charges to come into force from 01.06.2020);
 - (b) **In complaint No '20:-** Claim of Rs 11,15,524.95 (**Annexure C-6**) towards additional consumption done in FY20 (Tariff Order for FY20 dated 29.06.2019 with Tariffs and other charges to come into force from 01.07.2019) over the consumption done in FY19 and claim of



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Rs 63,000.73 (**Annexure C-8**) towards additional consumption done in FY25 (Tariff Order for FY25 dated 15.03.2024) over the maximum of consumption done in FY22, FY23 and FY24. Further the sanction for load extension was done by the Respondent vide Office Order dated 03.08.2018 (**Annexure C-1**). Accordingly, with regard to expansion carried out before 03.08.2018, claim of Rs 44,23,682.03 (**Annexure C-7**) for the period from October 2018 to September 2021, simpliciter based on Tariff Order for FY21 (**Annexure C-3 Colly**) dated 06.06.2020 (with Tariffs and other charges to come into force from 01.06.2020);

- (c) In both the complaints, entitlement of rebate for night time consumption, peak hour consumption and Interest has also been raised on grounds that the Respondent was aware of the load extension done by it;
- (8) On foregoing grounds, facts and submissions, the Complainants have sought relief in terms of directions to the Respondent to overhaul past bills during eligibility period of expansion rebate as well as additional consumption rebate and to refund the difference whatsoever and also to direct Respondent to pay Interest in accordance with Clause 5.7.3 of the HP Electricity Supply Code, 2009;
- (9) On the other hand, it is the case of the Respondent that the complaints with regard to respective claims pertaining to years FY19, FY20 are barred by limitation of 2 years as provided in regulation 19(c) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. Further, the expansion rebate in complaint No '19 is not eligible for the reason that the expansion was carried out before Office Order for load extension dated 26.03.2018 and therefore provisions of relevant Tariff Orders are not applicable. Further, with regard to claim in complaint No '20 pertaining to FY25, whatever admissible rebate entitlement shall be given;
- (10) Still further, that the provisions on Interest contained in 5.7.3 of the of the HP Electricity Supply Code, 2009 are not applicable as present case is beyond the scope and definition of billing disputes. Further, Interest if any to be paid is to be from the date of representation or filing of complaint;
- (11) Respondent has prayed for dismissing the complaints being merit less.
- (12) On foregoing facts and circumstances, Forum finds that the nature of complaints being similar, these are hereby disposed by common Order –

ORDER

- (13) 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 along with pleadings of the parties. Forum has heard the parties present on the dates of admission and final hearing. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and correspondence placed on record and pleadings of the parties;
- (14) At the outset Forum observes that the Complainants herein, at the behest of Tariff Orders passed by the Ld HPERC, have raised multiple issues with regard to rebates for additional consumption and for expansion rebates arising in past years during different time periods;
- (15) Before the Forum delves on the claim of rebates made in the instant complaints, Forum finds it imperative to reproduce for sake of convenience the provisions of 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 04.05.2018 by the Ld HPERC for FY 2018-19 (applicable w.e.f 01.04.2018 to 30.06.2019)-

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3. Two part Tariff

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b) Energy charge (Charges-2)

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***Note:**

a. For existing industrial consumers, a rebate of 10% on energy charges shall be applicable for additional power consumption beyond the level of FY 2017-18

b. For new industries coming into production after 01.04.2018 the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years

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c) Demand Charge (Charges-3)

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4. Peak load charges (PLC)

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(b) Tariff Order passed on 29.06.2019 by the Ld HPERC for FY 2019-20 (applicable w.e.f 01.07.2019 to 31.05.2020) --

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3. Two-part Tariff

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b) Energy charge (Charges-2)

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***Note:**

a. For existing industrial consumers, a rebate of 15% on energy charges shall be applicable for additional power consumption beyond the level of FY 2018-19

b. For new industries which have come into production between 1.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years

c. For new industries coming into production after 01.07.2019 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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c) Demand Charge (Charges-3)

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4. Peak load charges (PLC)

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(c) **Tariff Order passed on 06.06.2020 by the Ld HPERC for FY 2020-21 (applicable w.e.f 01.06.2020 to 31.05.2021) --**

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3. Two-part Tariff

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b) Energy charge (Charges-2)

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*Note:

a. For new industries coming into production after 01.06.2020, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.

b. For existing industries which have undergone expansion in the FY 2018-19 onwards and/or shall be undergoing expansion in this financial year i.e. FY2020-21, 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, 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.

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4. Peak load charges (PLC)

(d) **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) –**

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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.

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

(Circular stamp: Electricity Ombudsman, Shimla-2)
(Signature: Ruphal)



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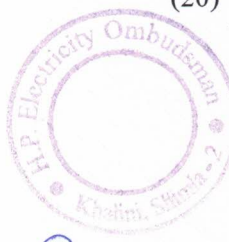
be worked out at the end of the financial year. The amount of rebate will be calculated multiplying the quantum of additional energy consumption to the 15% rate of normal energy charges for the corresponding tariff category as determined by the Commission for the period applicable. It is also to clarify 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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- (16) Forum now proceeds to examine the claims on expansion rebate made by the Complainants. From perusal 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 the provisions on expansion rebates are specific only to the Tariff Orders and no provisions exist 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;
- (17) 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 results 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;
- (18) 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 be construed as expansion so as to 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;
- (19) Forum in the instant matter clearly finds 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, which may enable the Respondent to first decide on expansion and thereafter to allow rebates on the same;
- (20) 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 holds that the Tariff Orders passed by the Ld HPERC do not define the 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 and accordingly difficulty arises



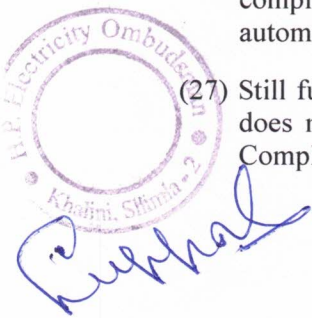
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before the Respondent to implement rebates while at the same time difficulty has arisen before the Forum to pass Orders on such expansion rebate;

- (21) It therefore becomes clear to the Forum as to why has the Respondent in unambiguous terms, not raised any contention on the expansion carried out by the Complainants and consequently on the entitlement or eligibility of the expansion rebate by them;
- (22) Forum now proceeds to examine the claims on additional consumption over previous year(s) for the years FY19, FY20, FY25 which have also been raised by the Complainants. Forum finds these having been raised straight before this Forum and not before the Respondent. 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;
- (23) With regard to claims for rebates on additional consumption over previous year(s) for FY19 and FY20 which have been raised by the Complainants directly before this Forum, Forum also finds that these claims have been raised alongside claims for expansion rebates and that the period of these overlap. Forum does not find any provision in the Tariff Orders reproduced foregoing, that entitles a consumer to two rebates during the same period simultaneously i.e rebate on consumption arising on account of expansion and rebate for additional consumption arising during the same period. Accordingly, Forum holds that difficulty has arisen before the Forum to pass any Order on these claims of Complainants as well;
- (24) Forum is also 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 as has also been argued by the Complainant. Only on receipt of this claim can the distribution licensee decide on the entitlement, eligibility, effective date and validity of such claims for the purpose of allowing rebates as may be specified in Tariff Orders passed by the Ld HPERC;
- (25) The above can clearly be observed from the claim of expansion rebate raised in complaint No '19 where Forum finds that the Complainant has raised claim against rebate for expansion based on the Sundry Job Order (SJO) issued by the Respondent on 03.04.2018, which in the opinion of the Forum, the Complainant's claim for rebate based upon such sundry order is clearly based on faulty premise. It is clearly a wrong argument that the issue date of this sundry order is the date of Complainant's expansion. The date of SJO for release of load by the Respondent cannot remotely imply expansion. Here any expansion alleged to have been done by the Complainant has to pre-date the sanction letter dated 26.03.2018 issued by the Respondent for the extension of load from 1934.73 kW to 2834.73 kW and therefore the alleged expansion at the best pertains to the year FY2017-18 or FY18 and clearly not FY19. Thus validation by the Respondent of any claim by the Complainant is essential as well as necessary;
- (26) Further, the necessity of validation of a claim by the Respondent can also be observed from the Tariff Order for FY21 (**Annexure C-3 Colly**) passed by the Ld HPERC on 06.06.2020 and which in its opening pages clearly specifies the Tariffs and other charges to come into force from 01.06.2020. Thus validation is the right of the Respondent to verify the applicability of statute. When the provisions on expansion rebates specified in the Tariff Order are read vis-à-vis the applicability of these Orders, then even in the opinion of the Forum, the Tariff Order for FY21 and the provisions therein on expansion rebates, cannot become applicable in the instant complaints which have to be verified and thus both the Complainants herein would not automatically become entitled to any expansion rebate;
- (27) Still further after examination of provisions of Tariff Orders passed by the Ld HPERC, Forum does not find any provision in the relevant Orders for FY19 and FY20 that may entitle the Complainants to rebates on night time and peak hour consumption. The provision of rebate is





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clearly only enshrined under the normal energy charges and not under night time and peak hour charges and thus applicable to only normal hours. In context of the Complainants reference to Respondent's letter dated 24.08.2020, Forum holds that such letter cannot have any overriding effect on the Orders passed by the Ld HPERC. Thus necessity of verification of a claim by the Respondent shall again become essential;

- (28) Thus, Forum holds that on a claim by the Complainants of rebate for expansion or for additional consumption or for both, it falls upon the Respondent to verify and accept such claim and therefore it become incumbent upon the Complainant to file a claim before the Respondent which the Complainants have clearly failed to do. Argument by the Complainant with regard to assumption of knowledge by the Respondent of expansion or additional consumption done by it, clearly does not hold good and cannot sustain and is accordingly rejected. The Respondent is rightfully entitled to verify and validate for eligibility/ entitlement and effective date of expansion or for additional consumption, so as to enable it to pass the benefit of rebates as may be enshrined in the Tariff Orders passed by the Ld HPERC;
- (29) With regard to Complainant No '20 in respect of claim of rebate on additional consumption for FY25 over previous year(s), Forum finds that the Respondent in its Reply has stated that "whatever admissible rebate entitlement is there shall be given to the complainant". Accordingly, the Forum is not inclined to interfere and the Complainant is at liberty to approach the Respondent for the redressal of its grievance on this count;
- (30) On foregoing facts and circumstances and contentions by the Complainant, it cannot be held by the Forum that the Respondent's electricity bills raised upon the Complainant are incorrect. Nowhere has the Complainant shown to the Forum that the bills paid by the Complainant contained undue charges and neither can the Forum find any bill that may be disputed by the Complainant to carry undue charges. Non-inclusion of rebate in a bill by the Respondent does not make the bill to become not-due or erroneous. 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 effective date, has to be assessed, validated and verified by the Respondent 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;
- (31) 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;
- (32) 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 expansion rebates and rebates for additional consumption or for considering allowing the expansion rebates alongside claims of rebates for additional consumption, 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, decide and implement the rebates specified in the Tariff Orders;





- (33) 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 of the Act, Forum observes that the Complainants have virtually raised the said contravention or violation under said Section 142 of the Act, 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;
- (34) 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 nor do the Tariff Orders specify any provision with regard to meting out simultaneous rebates for expansion as well as for additional consumption, then this Forum finds that it is unable to pass any directions in the instant complaints.
- (35) 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, the instant complaints No 1431/202507/19 and No 1431/202507/20 respectively, are Dismissed;

5. Case called, the matter was heard for admissions on 15/10/2025.

After 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 27/10/2025 with a copy of reply to the Complainant and Rejoinder if any, to be submitted by the Complainant immediately thereafter the submission of the reply by the Respondent Board. Accordingly, the case was listed for final arguments on dated 30/10/2025 at 12:00 subject to submission of above documents.

6. Case called, the matter was heard. The Respondents submitted reply on dt. 27/10/2025 in compliance to this court's order dt.15/10/2025 which was taken on record and also ensured supply of copies to the Complainant. However, the matter could not be argued due to inability of the Authorized Representative for Complainant to attend





the court owing to unavoidable circumstances, conveyed through e-mail dt. 29/10/2025 which was also taken on record and further sought some more time for submission of Rejoinder. As such, the Id. Counsel for Complainant appeared in the Court on behalf of the Complainant prayed for adjournment. Prayer granted considering reasons conveyed by the Authorized representative as genuine with directions to the Complainant to submit Rejoinder by 06.11.2025. Accordingly, the case was listed for final arguments on dated 11/11/2025 at 12:00 P.M.

7. The above reply submitted by the Respondent Board is also reiterated as under in totality to have overall view of the response of Respondents.

The Respondent Contends (Reply):

Preliminary submissions/objections:

1. That the representation filed by the complainant before this Id Electricity Ombudsman in neither maintainable nor competent as such same is liable to be dismissed. It is submitted that replying respondent being distribution licensee is strictly adhering to the law/rules/regulations and tariff orders issued from time to time. It is submitted that complainant has filed stale claim before this hon'ble Ombudsman which are liable to be rejected outrightly.
2. That the order impugned in the present *lis*, is very much detailed and speaking and has dealt every aspect of the matter. It is submitted that forum has rightly concluded that since complainant did not make any representation before the respondent/HPSEBL qua the entitlement of rebate etc. or any other reliefs, the complainant has lacked in its bonafide. As such the representation is liable to be dismissed.

Reply on merits:

1. That the contents of this para are admitted to the extent of filing of representation against the order of the Id CGRF in complaint No 1431/2020507/19, rest of the averments are wrong and incorrect hence denied. It is wrong to allege that respondents have failed to grant tariff in terms of the tariff orders issued by the Hon'ble Commission.
2. That the contents of this para so far they pertain to the expansion of connected load and contract demand of the complainant is matter of record. However, without prejudice, it is submitted that the complaint filed by the complainant barred under





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Regulations 19 (1)(c) of the HPERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations, 2013 the cause of action to file the same has arisen way back in the 2020 and the thus the complaint/representation is liable to be rejected.

Reply to the grounds of the representation

1. That the contents of this para are wrong and incorrect hence denied. It is denied that Id CGRF has acted without jurisdiction.
2. In reply to this para, it is submitted that the authority of this Id Ombudsman is not under inquiry or question. However, it is respectfully submitted that Id CGRF as well as this Authority being creature of statute i.e. HPERC (CGRF and Ombudsman) Regulations, 2013 are required to act in terms of the mandate of the Regulations.
3. In reply it is submitted that section 142 of the Electricity Act, 2003 is very much exhaustive one. The complaint of the complainant is required to be dealt in accordance with the mandate of law.
4. That the contents of this para are wrong and incorrect hence denied. It is submitted that if the final order of the Id CGRF is perused in its entirety, it will leave even no iota of doubt that the complainant is not entitled for the relief as claimed.
5. In reply to this para, it is submitted that the expression "expansion" is not defined in the tariff orders issued by the Commission hence, the finding/observations of the Id Forum is very much right in this regard.
6. In reply to this para, it is submitted that Id Forum has rightly held that the specific claim was required to be filed by the complainant before the respondent so as to enable the respondent to verify the same in accordance with record as well as other relevant tariff orders issued by the Commission. It is submitted that regulations provide the same and thus the finding of the Id CGRF cannot be faulted on this aspect also.
7. In reply to this para, it is submitted that Id Forum has rightly observed that two rebates cannot be granted at the same time.
8. In reply to this para it is submitted that the contention of the complainant is totally wrong and incorrect hence denied. It is denied that Id Forum's decision is contradictory in terms of the tariff orders issued by the Hon'ble HPERC from time to time.
9. In reply to this para, it is submitted that each and every case has to be decided in terms of the peculiar facts of the case. Earlier decisions cannot be blindly covered the issue in hand of the present lis, as there are material differences in between the same.
10. That in reply to this para, it is submitted that without prejudice to the above, the complainant is not entitled for any kind of interest. It is submitted that complainant has totally misconceived the import and purpose of the Clause 5.7.3 of the HP Electricity Supply Code, 2009. It is denied that present dispute pertains to the billing one.

It is therefore, most humbly prayed that present complaint being merit less may kindly be dismissed in the interest of justice and fair play.



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8. The Complainant submitted rejoinder on dt. 10/11/2025 which was taken on record. The same also needs to be recapped for reference and record as under:

The Complainant's Additional Submissions (Rejoinder)

I. Preliminary and Jurisdictional Submissions (Rejoinder to Respondent and CGRF)

1. Maintainability and Statutory Right

The present Representation is filed as an appeal, aggrieved by the final order of the CGRF dated 18.09.2025. The Appellant is aggrieved by the persistent wrong billing due to the non-grant of statutory tariff rebates.

2. Rebuttal to Limitation Bar (Regulation 19(c))

- The Respondent (HPSEBL) explicitly argued that claims pertaining to FY19 and FY20 were barred by the limitation of 2 years as provided in Regulation 19(c) of the CGRF Regulations.
- The grievance is protected under Section 17(c) of the Limitation Act, 1961, because the error was only detected during a special audit in April 2025. The wrongful non-grant of rebates, mandated under Section 62 of the Electricity Act, 2003, stems from the Respondents' failure to implement binding tariff orders and amounts to a continuing wrong. The period of limitation does not run against the consumer until the mistake is corrected.

3. Illegality of CGRF Proceedings After 45 Days

- The CGRF received the grievance on 14.07.2025, and the statutory period of 45 days for disposal expired on 28.08.2025.
- The Appellant rightly exercised its statutory right under Regulation 28(1)(a) by filing a representation before the Ombudsman on 30.08.2025 and simultaneously filed an application for withdrawal before the Forum on 29.08.2025 to avoid parallel proceedings.
- The CGRF subsequently fixed the final hearing for 03.09.2025, conducted proceedings beyond the statutory limit, and issued its dismissal order on 18.09.2025. All proceedings conducted and orders passed by the Forum after 28.08.2025 were void for want of jurisdiction.

II. Specific Rebuttal to CGRF's Grounds for Dismissal (Written Arguments on Merits)

The Forum dismissed the complaint based on erroneous findings.

CGRF's Erroneous Finding	Appellant's Rejoinder/Written Argument
A. Abdication of Jurisdiction (Section 142): The CGRF held that reference to Section 62 of the Act automatically triggers Section 142,	The dispute is plainly "Wrong billing", which falls squarely within the CGRF's defined jurisdiction. The reference to Section 62 was only to establish the binding nature of tariff orders. The Forum conflated its



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thus placing the matter beyond its jurisdiction.	duty to resolve billing disputes with the Commission's power to penalize, leading to a failure to exercise vested jurisdiction.
B. Undefined 'Expansion': The Forum held that because 'expansion' is not defined in the Tariff Orders or Regulations, the rebate is unimplementable.	The expansion is a physical and verifiable fact. The Respondents sanctioned the extension of load from the existing 1934.73 kW / 1550 kVA to 2834.73 kW / 1850 kVA. The load increase was sanctioned via Office Order dated 26.03.2018 and SJO dated 03.04.2018. Since the rebate is tied to the "proportionate increase in contract demand", the sanctioning and billing process by the Respondents provides the necessary operational definition.
C. Mandatory "Claim Filing": The CGRF stated it was "incumbent upon a consumer to file a claim" for rebates before the licensee for verification.	This imposes an extra-statutory burden. Respondents are legally bound by Section 62 of the Electricity Act, 2003, to apply the correct tariff automatically. Since the Respondents sanctioned the load increase and monitored consumption, they possessed full knowledge and had a statutory duty to grant the rebate themselves.
D. Simultaneous Rebates: The Forum found difficulty ordering relief because it found no provision allowing the expansion rebate and the additional consumption rebate simultaneously.	The two rebates are distinct incentives (capital investment vs. annual consumption). The Tariff Order for FY 2024-25 explicitly contains an exclusion preventing simultaneous claims, implying that in prior years (FY 2018-19, FY 2019-20, FY 2020-21) where no such exclusion was present, simultaneous benefits were permissible.
E. Night Time/Peak Hour Rebates: The CGRF held that the rebate provision applies only to normal energy charges and not to consumption during night time and peak hours.	The Chief Engineer (Commercial) issued a circular dated 24.08.2020 (Annexure C-4) clarifying that rebates given in the tariff orders (including those from 06.06.2020 and 04.05.2018) shall continue to be applicable on energy consumption during night hours as per prevailing practice.

III. Summary of Monetary Claims and Legal Relief (Conclusive Written Arguments)

1. Monetary Claim Summary:

The Appellant seeks the following amounts arising from the wrongful overbilling:

- Additional consumption rebate (FY 2018-19 @ 10%): Rs 12,93,562.63.
- Additional consumption rebate (FY 2019-20 @ 15%): Rs 2,04,961.58.
- Expansion rebate (May 2018 to April 2021): Rs 23,94,034.52 (for the three-year period corresponding to proportionate increase in contract demand).

(Handwritten signature and stamp of the Electricity Ombudsman)



2. Interest and Compensation:

- The Appellant is entitled to refund of the overcharged amount along with interest at the rate of 15% simple interest per annum.
- This payment is mandated by Clause 5.7.3 of the H.P. Electricity Supply Code, 2009, and is intended to provide restitution to the consumer for the time they were deprived of their funds. The cause of action for interest begins from the date the excess amount was wrongfully withheld by the licensee.
- The Appellant also seeks compensation under the HPERC (Standards of Performance) Regulations for persistent wrong billing and deficiency in service.

Prayer

In light of the foregoing facts, circumstances, and grounds, the Appellant humbly prays that this Hon'ble Ombudsman may be pleased to pass the following orders:

- a) Set aside the impugned final order dated 18.09.2025 passed by the CGRF in Complaint No. 1431/202507/19.
- b) Direct the Respondents to overhaul the past bills and refund/adjust the amounts due on account of the expansion rebate and additional consumption rebates, including:
 - i. Additional consumption rebate for FY 2018-19 amounting to Rs 12,93,562.63.
 - ii. Additional consumption rebate for FY 2019-20 amounting to Rs 2,04,961.58.
 - iii. Expansion rebate (May 2018 to April 2021) amounting to Rs 23,94,034.52.
- c) Direct the Respondents to pay interest @ 15% simple interest per annum on the overcharged amounts from the date each excess amount was wrongly withheld until the date of actual payment, in true compliance with Clause 5.7.3 of the Supply Code, 2009.
- d) Award compensation under the HPERC (Standards of Performance) Regulations for persistent wrong billing and deficiency in service.
- e) Award costs of the proceedings amounting to ₹2,00,000/-.
- f) Pass any other or further orders as may be deemed fit and proper in the facts and circumstances of the case.

9. Case called, the matter was heard for final arguments. The Authorized representative for Complainant informed through e-mail dt. 11/11/2025 his inability to attend the court due to unavoidable circumstances and in his place Id. Advocate Sh. Manik Sethi was deputed to represent the Complainant.

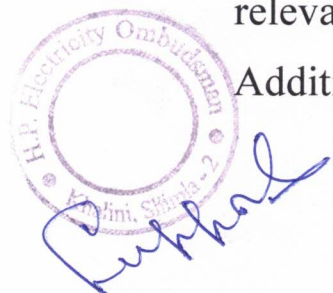


10. The Id. Counsel for Respondents at the very outset prayed for dropping the name of Executive Director (Pers.), being a non-necessary party. After discussing the matter with the counsel for Complainant, prayer granted and hence forth in the instant case, the name of **Executive Director (Personal)** shall be considered deleted.
11. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the record and with the mutual Conesus of both the parties, the final arguments were conducted.

12. The Arguments of both during proceedings :

The final arguments were conducted on 11/11/2025 and both the parties were given due opportunity to argue their contentions to the edge.

- a. At the very outset, the Id. counsel for 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/ Contract demand from 1934.73 kW/1550 kVA to 2834.73 kW/1850 kVA. He further strengthened his arguments by saying that the increase was verified by the Chief Electrical Inspector on 05.05.2018 and approved on 15.05.2018. This according to him was the most direct evidence of 'expansion' for a tariff rebate.
- b. The Id. Counsel for Complainant further added that in terms of relevant Tariff orders they had been deprived of their claim such as Additional consumption rebate for FY 2018-19 & FY 2019-20,





Expansion rebate for the three-year period from May, 2018 to April, 2021.

- c. The Assistant Engineer present as Respondents in the court room at the very outset confirmed from the record that the said expansion stands physically verified by the competent authority as contended by the Id. Counsel for the Complainant in his arguments as well as additional consumption to the extent admissible shall be as per prevalent record and on this confirmation the court was convinced that in the instant case, the expansion as asserted by the Complainant stands recognised by the Respondent Board and additional consumption if any exists shall be as per record.
- d. The Assistant Engineer present as Respondents during arguments further emphasized that the period of claim of rebate both in the case of Additional Consumption and Expansions overlaps during the period FY 2018-19 & FY 2019-20 as such the Complainant cannot be entitled to avail two claims during the same period (overlapping) simultaneously i.e. the rebate on expansion as well as rebate on additional consumption during FY 2018-19 & FY 2019-20.
- e. The Id. Counsel for Complainant in his counter arguments contested that the two rebates are distinct in nature & objective and further asserted that in all Tariff orders prior to FY 2024-25 no such exclusion existed, hence simultaneous benefits are permissible in the instant case also. However, the Assistant Engineer as Respondents reiterated para (23) of the order



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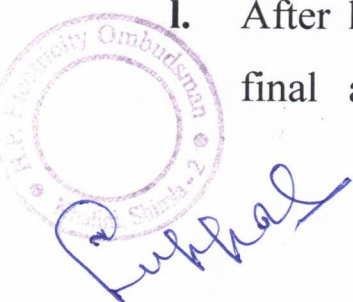
dt.18/09/2025 of Id. CGRF and confined his arguments to that extent.

- f. The matter on the admissibility of the claim was also argued and the Assistant Engineer as Respondents kept his stand by reiterating the opinion of Id. CGRF that the Complainant has raised claim against rebate for expansion based on the Sundry Job Order (SJO) issued by the Respondent on 03.04.2018 against the sanction letter dt. 26.03.2018 therefore the alleged expansion at the best pertains to the year FY2017-18 or FY18 and clearly not FY2018-19 and hence, not admissible to avail benefits contended to be w.e.f. FY2018-19.
- g. The Id. Counsel for Complainant in his counter arguments placed that after the sanction letter dt.26.03.2018 was issued, subsequent to that Sundry Job Order (SJO) was issued by the Respondents to release the extended load on dt.03.04.2018 and thereafter the Chief Electrical Inspector on 05.05.2018 inspected & verified the installation and approved on 15.05.2018. Accordingly, the Expansion rebate has been raised for the three-year period from May,2018 to April, 2021 which becomes admissible only in FY 2018-19 and not on FY2017-18.
- h. After listening to the arguments of both Respondents and Id. Counsel for Complainant, this authority opined that in cognizance to the legitimacy of claim, it appears more practical in the interest of justice if we consider the date 03.04.2018 when actually the load was released for expansion and any formality furnished prior



to SJO are mere codal formalities to supplement action i.e issue of PAC, Sanction letter etc. After listening, both the parties agreed.

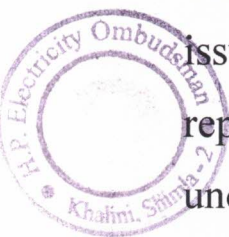
- i. The issue of time barred was also discussed during arguments. The ld. Counsel for Complainant placed his arguments on the pretext that the ld. CGRF did not dismiss the complaint on the ground of limitation, instead, the Forum proceeded to examine the merits, statutory interpretations, and implement ability of the claims.
- j. However, the issue of time bar was even overruled during discussions after healthy arguments advanced between the parties in cognizance to the retrospective coverage of said period in the prevalent Tariff Orders and was agreed to all for legitimate pursuance of the matter, further.
- k. The matter for entitlement of interest in the instant case was also placed for arguments which was discussed with a spirit of settled law in terms of earlier findings in the previous cases and again reminded to both the parties that the excess amount to be considered for computation of interest on rebate in terms of governing Tariff orders shall be considered reckon from the date the Complainant applies till it remains as an excess amount with the Respondents thereafter before the rebate is released. Both ld. Counsel for Complainant, the ld. Counsel for Respondents & concerned Assistant Engineer showed satisfaction on this account.
- l. After listening to the averments made by both the parties during final arguments at length, 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 have been referred to for clarity.
15. The case file bearing Complaint No. 1431/202507/19 and orders passed on dated 18.09.2025 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 (35) of the said order also reiterated under the “**para-4**” above to arrive at legitimate conclusion and for the sake of brevity the order thereafter is recapped only on specific contentions.
16. The contentions of the Complainant detailed under **para-‘3’**, reply of Respondent Board detailed under **para-‘7’**, Rejoinder submitted by the Complainant placed under **para-8**, Arguments conducted at length & placed under **para-‘12’**, 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. It has been observed that many issues have been raised in this representation which shall be taken one by one to arrive at judicious understanding in the interest of justice.





17. The scrutiny of the record reveals:

- i. that earlier the said matter was registered on dt. 01/09/2025 as Complaint No. 31/2025 in the court of this authority under Regulation 28(1)(a) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the Complaint No1431/202507/19 filed before Consumer Grievance Redressal Forum at Kasumpti with the specific plea that the Forum held hearings on 22.07.2025 and 20.08.2025 but the Respondents failed to file their reply until 21.08.2025. The matter was fixed for final hearing on 03.09.2025, beyond the statutory period of 45 days which expired on 28.08.2025.
- ii. that the said matter was disposed as dismissed on dt.04.09.2025 during admission hearing on the **following grounds** in view of the fact that this authority had not passed any order as yet and further in due cognizance to the **‘Hierarchy of Adjudication system’ with further directions to Id. CGRF to first decide the matter and liberty to the Complainant to file afresh representation in line with the order to be passed by the Id. CGRF, if impugned:**
 - a. that the matter was still under process of adjudication before the Id. CGRF and further stood fixed for final arguments on 04.09.2025 at 3.P.M.
 - b. that the Application for withdrawal/discontinuation stood rejected by the Id. CGRF vide order dt. 03.09.2025 as such in accordance with Regulation 33(1)(c), the instant representation was not qualifying the mandate of **“Pre-conditions/limitations for Entertaining Complainant’s Representation”**, accordingly, the same could not run concurrently before two authorities.
 - c. that the declaration of the Complainant at **page-4** of representation under the heading **“12. Declaration (d)”** was false & misleading the court under the present circumstances when the matter was pending adjudication before the Forum and was subsequently stood listed for hearing on 03.09.2025 and thereafter on dt. 04.09.2025 before Id. CGRF, which was not appreciable in view of the very specific extract recapitulated as under:

“12. Declaration (d)-----That the subject matter is not pending before any such authority/court/arbitrator.”

- iii. that the Id. CGRF finally passed the order on dt.18/09/2025 in above Complaint No. 1431/202507/19. However, feeling further aggrieved from the said order dt.18/09/2025 of the Id. CGRF, the Complainant under the liberty to file afresh as per order dt. 04/09/2025 of this authority in the earlier Complaint No. 31/2025, filed instant complaint which was **received and registered on dt. 06/10/2025 as Complaint No. 37/2025.**

18. 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:



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- a. That the representation filed by the complainant before this Id Electricity Ombudsman is neither maintainable nor competent as such same is liable to be dismissed and further added that forum has rightly concluded that **since complainant did not make any representation before the respondent/ HPSEBL qua the entitlement of rebate etc. or any other reliefs, the complainant has lacked in its bonafide.** As such the representation is liable to be dismissed.
- b. That the complaint filed by the complainant is barred under Regulations 19 (1)(c) of the HPERC (Consumer Grievance Redressal Forum and Ombudsman) Regulations, 2013 the cause of action to file the same has arisen way back in the 2020 and thus the complaint/representation is liable to be rejected.

19. The Complainant on these specific issues has already submitted his contentions in similar case No.37/2025 before this authority which was disposed by the Id. CGRF in his combined above order dt. 18/09/2025(**recapped under para-4**), the same are also placed as under:

- a. That Regulation 19(c) is not applicable in the present case as 19(c) is the prerogative of the CGRF. This regulation governs the Forum's power to entertain a grievance.
- b. That the CGRF did not dismiss the complaint on ground of limitation. Instead, the Forum proceeded to examine the merits, statutory interpretations, and implement ability of the claims (Paras 16 through 34 of the Order). By issuing a detailed, reasoned final order addressing substantive issues, the CGRF automatically condoned the limitation, if any.
- c. That the Appellant **on dt. 25.06.2025 served a notice** on Respondents demanding a refund of eligible rebates, **to which no reply was received.**

20. It is a matter of concern that the Complainant attached above communiqué dt. 25.06.2025 at page No.42 in CGRF case file in complaint No.1431/202507/19 which contemplates contrary averments to the reply submitted by the Respondent as reproduced under para-18(a) above and hence above contentions under **para-19(c)** read with '**para-18(a)** above regarding such correspondence of the Complainant with Respondents leaves benefit of doubt and is held as good as the Complainant approached Respondent in the instant case.

21. The issue related to barred by limitation was discussed during arguments. The Id. Counsel for Complainant placed his arguments on the pretext that the Id. CGRF did not dismiss the complaint on the

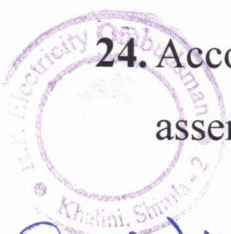


ground of limitation, instead, the Forum proceeded to examine the merits, statutory interpretations, and implement ability of the claims.

22. However, the issue of time bar was even overruled during discussions in line with earlier pleadings held in previous matters in case of rebate, after the healthy arguments advanced between the parties in due cognizance to the **retrospective coverage** of said period as appended in the prevalent Tariff Orders such as FY2018-19, FY 2019-20, FY2020-21, FY 2021-22&FY2022-23 for the period of rebate from 01/04/2018 to 31/12/2022 and was agreed to all for legitimate pursuance of the matter, further.

23. In view of wide retrospective coverage of said Tariff Orders, this authority asserts in the interest of justice that in terms of regulation 33(2,3) read with 36(2) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 where the Ombudsman is guided by the principle of natural law of justice and further considering this platform as a judicious bench in the public interest to curb litigations, it shall be prudent to give an opportunity of being heard as the contentions might carry reasonable arguments in terms of regulation-37 (8) of the Himachal Pradesh Electricity Regulatory Commission (CGRF& Ombudsman) Regulation, 2013, in the interest of justice. Hence, held maintainable to the extent of initiation of proceedings, however, the outcome shall be subject matter of further adjudication.

24. Accordingly, in view of foregoing analysis and similar findings as asserted in previous cases as well as after resorting to the arguments,


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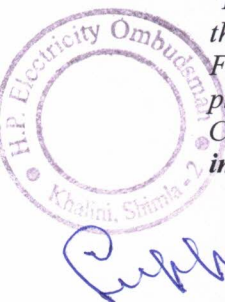
the considered opinion is drawn that the instant case is not hit by the time limitation and is **held maintainable for initiation of proceedings with view point that the hierarchy of above-mentioned Tariff Orders extends wide retrospective coverage for the period of rebate in question, in the instant case.** The above findings further pave the way to examine **the contentions on merit** judiciously, thereafter.

25. The Complainant further submits:

- a. That on dt. 26.03.2018 Respondents issued an Office Order sanctioning the extension of load from 1934.73 kW to 2834.73 kW and increasing the Contract Demand from 1550 kVA to 1850 kVA.
- b. That on dt. 03.04.2018 a Sundry Job Order (SJO) was issued by the Respondents to release the extended load. This is also noted as the date the load was released.
- c. That thereafter the Chief Electrical Inspector on 05.05.2018 inspected & verified the installation and approved on 15.05.2018.
- d. That accordingly the Expansion rebate has been raised for the three-year period from May,2018 to April, 2021 which becomes admissible only in FY 2018-19 and not on FY2017-18.

26. After referring to the above contents of submissions, reply submitted by the respondents and different opinion of Id. CGRF on the issue of admissibility of expansion in year 2017-18 in place of FY2018-19 and arguments advanced, this authority at first instance would like to examine the view points of Id. CGRF under para (25) of his findings and recapitulates same as under:

"(25) The above can clearly be observed from the claim of expansion rebate raised in complaint No '19 where Forum finds that the Complainant has raised claim against rebate for expansion based on the Sundry Job Order (SJO) issued by the Respondent on 03.04.2018, which in the opinion of the Forum, the Complainant's claim for rebate based upon such sundry order is clearly based on faulty premise. It is clearly a wrong argument that the issue date of this sundry order is the date of Complainant's expansion. The date of SJO for release of load by the Respondent cannot remotely imply expansion. Here any expansion alleged to have been done by the Complainant has to pre-



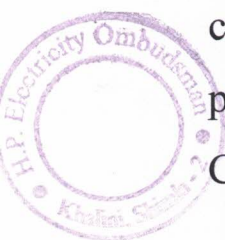


date the sanction letter dated 26.03.2018 issued by the Respondent for the extension of load from 1934.73 kW to 2834.73 kW and therefore the alleged expansion at the best pertains to the year FY2017-18 or FY18 and clearly not FY19. Thus, validation by the Respondent of any claim by the Complainant is essential as well as necessary."

27. After referring to the above opinion of the Id. CGRF, this authority draws different opinion in the interest of natural law of justice with view point that in cognizance to the legitimacy of claim, it appears more practical in the interest of reasonableness if we consider the date 03.04.2018 when actually the load was released for expansion and any formality furnished prior to SJO are mere codal formalities to supplement action i.e issue of PAC, Sanction letter etc. or otherwise the justice on the wings of surmises shall take a jeopardize turn when as a factual matrix in the instant case load in monetary terms was released after the SJO dt. 03.04.2018 was issued as well as the verification/approval of the Chief Electrical Inspector was solicited on dt. 05.05.2018/15.05.2018 respectively.

28. This authority 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 exhaustive findings & settled law where an existing industry or otherwise undergoes expansion and hence, does not require any further detailed analysis thereof.

29. The Assistant Engineer present as Respondents during arguments in the court room confirmed from the record that the said expansion stands physically verified by the competent authority as contended by the Id. Counsel for the Complainant as well as Additional consumption to the



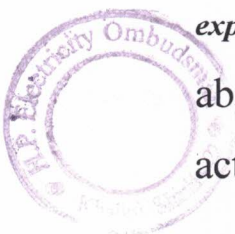
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extent admissible shall be as per prevalent record and on this confirmation this authority was convinced to the extent that in the instant case, the expansion as asserted by the Complainant stands recognised by the Respondent Board and additional consumption if any exists shall be as per record.

30. Hence in view of above findings, the Expansion in the instant case is considered legitimate in year FY2018-19 and provides platform for further delving the claims as contended i.e. Additional Consumption rebate for FY2018-19 & FY 2019-20 as well as Expansion rebate from May,2018 to April ,2021 in terms of provisions of Tariff orders.

31. This authority after scrutiny of above requisite contentions in terms **prevalent provisions & settled law as per earlier orders** 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 as well as **Additional consumption** subject to record and also during arguments appended confirmation of the same from the record, hence laid compliance even to the relevant extract of **para (16)** of the Id. CGRF order dt. 18.09.2025 which reads as “(16) ----
--- 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-----”; and gives further strength to the findings under **para-30** above of this order and vindicates roadmap for further legitimate line of action in the instant case.



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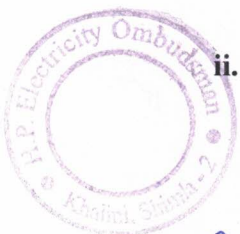
32. After conceiving convincing assertions on the ‘**Expansion**’ undergone by the Complainant in the instant case from May, 2018, now let us delve on the issue of rebate on ‘**Additional Consumption**’ for FY 2018-19 & FY 2019-20 as contended by the Complainant in the instant representation and examine in depth to understand the sanctity of the contentions.
33. After digging the relevant tariff orders in depth, it has been observed that the privilege to avail rebate in case of ‘**Additional consumption**’ was available only till tariff order dt. 29.06.2019 for FY 2019-20 and thereafter with the advent of tariff order dt. 06.06.2020 for FY 2020-21, ‘**Additional Consumption**’ privilege was replaced with ‘**Expansion Industries**’ and pushed the period of rebate to 01.04.2018 retrospectively covering FY 2018-19 & FY 2019-20. The relevant extract of Tariff orders from FY 2020-21 to FY 2022-23 needs to be reiterated to have transparent view on the eligibility of rebate on Additional Consumption.

i. Tariff Order passed on 06.06.2020 by the Ld HPERC for FY 2020-21 (applicable w.e.f 01.06.2020 to 31.05.2021)

*“b. For existing industries which have undergone expansion in the **FY 2018-19 onwards** and/or shall be undergoing expansion in this financial year i.e. FY 2020-21, 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, 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”.*

ii. 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)-

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”.

- iii. **Tariff Order passed on 29.03.2022 by the Ld HPERC for FY 2022-23 (applicable w.e.f 01.04.2022 to 31.03.2023)**

13. Rebate for New and Expansion Industries:

“f. 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”.

34. After, scrutiny of the above Tariff orders, this authority draws considered opinion that after the advent of Tariff order FY2020-21 onwards and replacement of the term ‘**Additional Consumption**’ with ‘**Expansion Industries**’, the Commission in overall has retrospectively covered the period of rebate from 01/04/2018 to 31/05/2020, with introduction of new quote i.e *for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand*”.

35. The above analysis draws attention on very important hidden information that in every case applicability period of previous Tariff Order became period of rebate for expansion in the ensuing Tariff Order i.e. for example if we look at Tariff order dt.06.06.2020 for FY 2020-21 as previous Tariff Order applicable from 01.06.2020 to 31.05.2021, the same applicability period appears as period from 01.06.2020 to 31.05.2021 as privilege for expansion in the ensuing Tariff Order FY 2021-22 dt. 31.05.2021 under para(e) of the order. Similarly, in the instant case the Tariff order for FY 2020-21


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privileged for undergone expansion from FY 2018-19 onwards covers retrospectively the period of applicability from 01.04.2018 to 30.06.2019 of Tariff Order FY 2018-19.

36. The above analysis makes amply clear that applicability period of each Tariff Order appearing in the ensuing Tariff Order, connects all the Tariff order in the progressive succession of hierarchy as compartments of train and hence, applicability of Additional Consumption for FY 2018-19 & FY 2019-20 in the instant case exists and caters its viability.
37. After having detailed findings on applicability of the Tariff Orders , further provides understanding that owing to retrospective coverage of FY 2018-19 & 2019-20 in the afore mentioned Tariff Orders, the privilege of '**Additional Consumption rebate**' cannot be denied being same family of consumptions either in the form of 'Additional' or 'Expansion' with a difference that the term '**Additional Consumption Rebate**' is regulated by the firm part of Contract Demand and the '**Expansion Rebate**' is governed by the variable /enhanced part of Contract Demand *to the extent of proportionate increase in contract demand*. In the interest of justice, this authority feels it judicious to add to the findings that whenever at any point of time the contract demand increases, it always carries two components with it i.e. one is fixed (base) and other is enhanced one and if the period falls within the ambit of relevant Tariff order allowing such rebate, one can avail as it is amply clear that the retrospective coverage of above discussed Tariff Orders have

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stretched the period of rebate to the domain of 01.04.2018 to 31.03.2024 and invokes provisions.

38. It has also been observed in the past in many cases that while the matter was even under process of proceedings before the Id. CGRF, Respondents have refunded rebate on account of 'Additional' consumption which also showers healthy spirit for old settlements in legitimate terms of provisions in public interest and supports above findings. Hence, with viewpoint of this authority, not barred by time limitation and entitles to avail the same. However, either party is at liberty to approach Hon'ble Commission for clarification.
39. In view of foregoing exhaustive findings and 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 as contended as well as Additional Consumption rebate to the extent as per record, hence, the contention of the Complainant is held tenable.
40. After arriving at comfortable platform of justice, this authority proceeds to examine a very important contentions whether the Complainant is entitled to avail two rebates simultaneously i.e **Expansion rebate & Additional Consumption rebate** when the period of both the rebates overlaps. The specific contentions of individuals are reiterated as below.

a. **The Complainant Contends :**

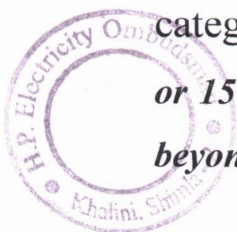


- i. The Forum held that it does not find any provision that entitles a consumer "to two rebates during the same period simultaneously i.e. rebate on consumption arising on account of expansion and rebate for additional consumption".
- ii. This finding is speculative and not based on any prohibitive clause in the Tariff Orders for the relevant period. **The two rebates are distinct in nature and objective.** The 'expansion rebate' is an incentive for capital investment, while the 'additional consumption rebate' is an annual incentive for consuming more energy.
- iii. The Tariff Order for FY 2024-25 clarifies that a consumer availing the expansion benefit shall not be eligible for the *new* additional consumption rebate, which implies that where no such exclusion is mentioned (as in previous years), both rebates could be availed.
- iv. **The two rebates are distinct in nature and objective (capital investment vs. consumption incentive).** The Tariff Order for FY 2024-25 explicitly clarifies that a consumer availing the expansion benefit shall *not* be eligible for the *new* additional consumption rebate, implying that in prior years where no such exclusion existed, simultaneous benefits were permissible.

b. The Respondent Contends (Grounds of Representation para-7):

Para-7 that Id Forum has rightly observed that two rebates cannot be granted at the same time.

41. After referring to above averments, it draws attention that such contentions on availing rebate **in overlapping period** has appeared first time during adjudications. This authority after resorting to exhaustive analysis under **para-30 to 39** above on specific contentions as well as the arguments advanced, deduces that both Respondents and Complainant have misconception on this very issue of two rebates arising on account of **expansion** and rebate for **additional consumption** when the period overlaps. Before we proceed further, it warrants explicit understanding on distinction between the term '**Additional Consumption**' and '**Expansion Consumption**'.
42. It has been observed that the Tariff orders for FY 2018-19 & 2019-20, where such provisions of rebate on '**Additional Consumption**' exists, categorically mentions that for *existing industrial consumers, a rebate of 10% or 15% on energy charges shall be applicable for additional power consumption beyond the level of FY 2017-18 or 2018-19 respectively.*





43. The above proposition clearly indicates that in case of ‘**Additional Consumption**’ there exists comparison between the consumption of previous year with ensuing year and any excess consumption achieved beyond the level of previous year becomes eligible for rebate in the next year as per provisions of respective Tariff Orders. This further provides clear understanding that for comparison of consumption with previous year, the contract demand also warrants fixed value i.e. same both in case of previous year as well as succeeding year.
44. When we talk about rebate on consumption due to “**Expansion**”, it immediately draws attention towards the term “*proportionate increase in contract demand*”. This meticulously shows that it does not ask for any comparison rather it considers increase in Contract Demand with reference to the previous value of the Contract Demand for computation of consumption for Expansion rebate.
45. The above difference between the ‘**Additional Consumption**’ and “**Expansion**” as examined above supports the very averments of the Complainant which reads as “*The two rebates are distinct in nature and objective (capital investment vs. consumption incentive)*” i.e. in case of ‘**Additional Consumption**’ the value of contract demand remains same in both the years whereas in case of “**Expansion**” the existing contract demand increases.
46. After resorting to above findings on differences of two types of rebates, this authority feels nourished to examine instant case with gravity in the interest of justice. It has been observed that in the instant case, the contract demand is increased from 1550 KVA to 1850 KVA in the

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month of May, 2018 and subsequently the Complainant contends for following rebates corresponding to above enhancement in contract demand:

- i. Additional consumption rebate for FY 2018-19 beyond the level of FY2017-18.
- ii. Additional consumption rebate for FY 2018-19 beyond the level of FY2017-18.
- iii. Expansion rebate for the three-year period from May 2018 to April, 2021.

47. Reiterating to the analysis under **para-40 to 45** above after making legitimate **distinction** between the Additional Consumption rebate and Expansion rebate, this authority without any doubt arrives at legitimate conclusion in the instant case as under:

a. 'Additional Consumption' rebate for FY 2018-19

That for computation of 'Additional Consumption' rebate, the consumption in FY2018-19 whatsoever remained beyond the level of FY2017-18 against the **fixed contract demand** prior to expansion i.e. 1550 KVA requires to be taken in view of the findings under above referred paras which envisages that the contract demand for assessing Additional Consumption should remain same/fixed in both the years. **Thus, for Additional Consumption rebate in the instant case, the consumption for FY2018-19 be first assessed for full year based on 1550 KVA and then compare with consumption of FY 2017-18 where the contract demand by default was 1550KVA before resorting to extension of 1850 KVA.**

b. Additional Consumption' rebate for FY 2019-20



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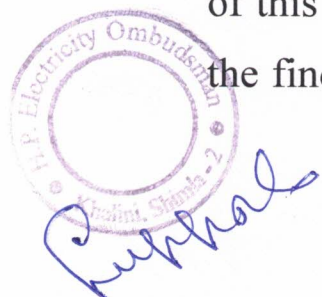


That for computation of 'Additional Consumption' rebate, the consumption in FY2019-20 whatsoever remained beyond the level of FY2018-19 against the fixed contract demand prior to expansion i.e. 1550 KVA requires to be taken in view of the above findings that the contract demand for assessing Additional Consumption should remain same/fixed in both the years. **Thus, for Additional Consumption rebate in the instant case, the consumption for FY2019-20 be first assessed for full year based on 1550 KVA and then compare with consumption of FY 2018-19 where the fixed contract demand by default was 1550KVA before resorting to extension of 1850 KVA.**

48. Now let us examine whether the Tariff order directives have retrospective effect to curb privilege of two rebates in the past. It has been observed that none of the Tariff orders prior to FY 2024-25 have ever put any embargo on availing such rebate in overlapping period. Let us make a glance on the intricacy of the Tariff order FY 2024-25 notified on dt. 15.03.2024, the relevant part of which is recapped as under:

"f.-----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-----".

49. Examining the above extract of the order dt. 15.03.2024, it is observed that Hon'ble Commission in the said order specifically designates this rebate **as a new rebate introduced from 01.04.2024** and with opinion of this authority apparent to the statute of this order, it does not hamper the findings of earlier orders passed prior to this order as it does not put





any restriction retrospectively and asserts its applicability prospectively. Hence, the contentions of the complainant are sustained.

50. Thus, adhering to above methodology for assessing Additional Consumption based on same contract demand in both the years in overlapping period, makes Complainant entitled to avail the rebate on Additional Consumption in terms of prevalent Tariff orders in this period of overlapping. Hence, sustained. Here rests the findings and opinion of this authority towards availing rebate during overlapping period.

51. Similarly, the Complainant has undergone expansion in contract demand from 1550 KVA to 1850 KVA in the month of May, 2018, thus in view of above distinction between the Additional Consumption and Expansion consumption, the Complainant also becomes entitle to **avail Expansion rebate on the basis of proportionate increase in contract demand in the overlapping period**, both being of different instincts & objectives.

52. Now let us examine the issue whether the provision of expansion etc. exists in the Supply Code or not. While delving **para (19,20)** of the said order dt.18/09/2025 of Id. CGRF, which reads as “(19) Forum in the instant matter clearly finds 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, which may enable the Respondent to first decide on expansion and thereafter to allow rebates on the same;** (20) 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 holds that the Tariff Orders passed by the Ld HPERC do not define the 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 and accordingly difficulty arises before the Respondent to implement rebates while at the same time difficulty has arisen before the Forum to pass**

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Orders on such expansion rebate;” he may be principally right. But in the instant case, since the author, in respect of **Supply Code, MYT Regulation and Tariff order** is same i.e. Hon’ble Commission, the Statutory Authority, 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 to halt, and the very purpose of such leverages shall be defeated.

53. Before further perusal, this authority in unambiguous terms first proceeds to dig out in very empathetic manners whether the ‘**Supply Code**’ provides any force or governs ‘**Tariff Order**’ while giving birth to the term ‘**Expansion**’ in the Tariff order. If we examine any Tariff order, it explicitly provides that the term expansion in the Tariff Orders moves on the wheels of the so called ‘**Increase/change in Contract Demand**’.
54. This authority meticulously opines that unless any force such as ‘**Act or Code**’ in statutory terms administers such mandate, no ‘**STATUTORY**’ authority can exercise to provide such privilege such as “**Expansion Rebate**” etc. to the consumers at its own. If we examine the provisions embedded in any Tariff Order allowing ‘**Expansion**’ rebate, it in general clearly reads as “ *b. For existing industries which have undergone expansion in the FY 2018-19 onwards and/or shall be undergoing expansion in this financial year i.e. FY2020-21, 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.***”

55. Further analysis on the above very relevant highlighted portion of the Tariff order which reads as “**proportionate increase in contract**



demand” squarely raises question as to which authority governs increase in ‘**Contract Demand**’ that was used by the Hon’ble Commission while framing Tariff Orders to privilege the consumers with 10% or 15% of rebate on Expansion in **monetary terms**. The answer to this question draws attention to the force which are well embedded in the ‘**Supply Code**’ clause 3.10 or other associated clauses itself allowing such change in ‘**Contract Demand**’ which attributes **Expansion**, also stands hidden in the respective Tariff Orders to provide such privileges in monetary terms in the form of ‘Expansion’ towards increase in contract Demand. Hence, in the opinion of this authority, all provisions in the ‘**Act, or ‘Supply Code**’ ultimately govern/regulate such provisions in **monetary terms** in the ‘**Tariff Order**’.

56. This authority feels it pertinent to recapitulate para (16) of Id. CGRF order dt.18/09/2025 which reads as “(16) ----- *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-----*”; which if analysed in terms of provisions, it clearly attracts clause 3.10 or other associated clauses of supply code which supports the term increase in contract demand, the meaning of which (provision) also appears to be hidden in above quote of Id. CGRF in para (16) in monetary terms.

57. After resorting to the findings on applicability of rebate in the case of Expansion undergone & Additional Consumption as above, now let us take a lead to resolve the issue of applicability of the rebate on **Night hrs. consumption** in addition to Night hr. concession and **Peak hrs.**



58. It has been observed from the documents placed on record that the instant Expansion was carried out w.e.f. **May,2018** before the advent of tariff order dt.31.05.2021 for FY 2021-22 **which provided rebate during Normal & Peak hrs. only** & in case of Night hours, **Night time concession shall only apply.** and further the same precedence sustains even upto the Tariff Order dt. 15.03.2024 for FY 2024-25. Let us examine the applicability of rebate both for Peak hrs. and Night-time consumption in addition to Night-time concession one by one.
59. Let us first delve the entitlement of the Complainant for **Night hrs. consumption** in addition to Night hr. concession. On examining the essence of prevalent Tariff orders passed by the Hon'ble Commission prior and after 31.05.2021, it has been observed that all Tariff Orders passed on and after 31.05.2021, categorically mentions as ***"In case of night hours, night-time concession shall only apply."*** However, reference to the Tariff Orders prior to 31.05.2021, do not provide any clear understanding on the rebate on **Night hrs. consumption** and needs to be examined in depth on merit for judicious settlement in the public interest.
60. This authority feels it legitimate in the interest of justice to recall clarificatory letter dt. 31.07.2020, issued by the Sectt. HPERC on clarification on rebate to the Industries in tariff Orders for FY-19, FY-20 and FY21 sought by the Chief Engineer Commercial which has already been used by this authority in many orders in the past and even Annexed & deliberated by the Respondents in case No. 07/25 & 08/25 explicitly.

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The relevant extract of letter dt.31.07.2020 is also reproduced for the sake of record and reference as under:

(Ref. 2nd para of letter)

"The Commission considers this as an inadvertent error and for which the respective Consumers cannot be held responsible i.e. they can't be asked to pay through arrears"

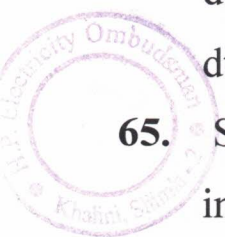
(Ref. last para of letter)

"In this regard, I have been directed to inform that the clarification given for referred letter at Sr no.1 stands withdrawn and the respective eligible consumers be continue to avail the benefits of night time concession as well as reduced energy charges after considering for rebate for the night energy consumption as per prevailing practice till issuance of the next tariff order i.e. for FY 22."

61. This communique further draws attentions towards the hierarchy of letters i.e **letters dt. 03.07.2020, 24.07.2020, 24.08.2020** which reminds the steps taken by the Respondent Board on clarification sought through letter dt.31.07.2020 in the interest of consumer and thereafter imparting instructions through letter dt. 24.08.2020 for implementation of the mandate of the Hon'ble Commission in letter and spirit.
62. This authority draws considered opinion that the clarificatory letter dt.31.07.2020 on the judicial order of the Commission was not issued by any other authority of Hon'ble HPERC other than the Secretary HPERC who is appointed under Section-97 of the Electricity Act 2003 to serve as a primary communication channel between the Commission and external entities such as licensees, other regularity bodies, government departments and public. Thus, in view of above concise thoughts, this authority does not agree with the findings of the Id. CGRF under para (27) of order dt.18.09.2025. Since, this issue has already been addressed in details in earlier orders many times, this authority would not like to go in details at this point of time.



63. It is observed with judicious eyes that the Hon'ble Commission has conveyed very specific directions in the said letter dt.31.07.2020 on the clarification sought which reads as *“the respective eligible consumers be continue to avail the benefits of night time concession as well as reduced energy charges after considering for rebate for the night energy consumption as per prevailing practice till issuance of the next tariff order i.e. for FY 22.”* and while the Tariff Order for FY-22 was notified on 31.05.2021 (effective from 01.06.2021 to 31.03.2022), categorically provides that *“In case of night hours, night-time concession shall only apply.”* which is quite revealing that the earlier directives of Hon'ble Commission issued through clarificatory letter dt.31.07.2020 under the hand & Seal of Sectt. HPERC were statutory in nature and remained operative till issuance of tariff order for FY22. Hence, with view point of this authority, cannot be ignored.
64. It is further observed from the record placed for adjudications in the earlier orders before this authority that the Respondent Board after seeking clarificatory letter dt.31.07.2020, imparted necessary instructions to the concerned field officers through letter dt.24.08.2020 for its implementation. This action of the Respondent Board construes acceptance of above clarification as statutory in nature and further deduces that only after understanding the austerity of the letter dt.31.07.2020, the Respondents considered it worth for implementation.
65. Since, the contention of relief sought is replica of earlier relief allowed in case No. 07/2025 & 08/2025 on Night time consumption under the behest of clarificatory letter dt.31.07.2020 after resorting to detailed



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arguments on the letters dt. 03.07.2020, 24.07.2020, 24.08.2020 placed on record by the Respondents along with reply in case of respective representations 07/25 & 08/25 and acceptance among both the parties, cannot be ignored and allowed in the instant case also with considered opinion that the clarification as per record was sought by the Respondent Board, not by the Complainant and further directions for implementations were also given by the Respondent Board through letter dt. 24.08.2020, construes clarification as statutory and considered worth implementation by the Respondents.

66. In view of forgoing findings, this authority concludes that the clarificatory letter dt. 31.07.2020 issued through the hands of authoritative platform of Hon'ble HPERC which remained valid till issuance of next Tariff order FY 22 & as per record not withdrawn on any point of time prior to the issuance of tariff order for FY22 as mandated in the clarification and further directions imparted by the Respondent Board vide letter dt. 24.08.2020 to all field officers for implementation, **makes Complainant eligible for availing rebate in terms of prevalent Tariff Orders on Night time consumption** in addition to Night hour concession in the instant case also both in the case of Additional Consumption & Expansion in terms of above findings, as the said period from October, 2018 falls well within the ambit of clarification letter dt. 31.07.2020.

67. After finding legitimate pace for above averments, this authority proceeds to scrutiny on the issue of applicability of rebate on 'Peak' hours. Before landing to conclusion on the contention of complainant to

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avail rebate on "Peak" hrs. while achieving Additional consumption beyond the previous year as well as undergone Expansion, let us first refer to the prevalent tariff orders, wherein it has been observed that the Tariff orders prior to 31.05.2020 are silent on the issue of rebate both in the case of Night hr. consumption over the night hr. concession as well as rebate during peak hours. The rebate on Night hrs. for the said period as contended has been sustained in terms of conclusive findings under para-66 above in due cognizance to the directives on clarification sought through letter dt. 31.07.2020 issued under the hand of Sectt. HPERC, on the directions/approval of the Commission for the said purpose.

68. However, the applicability for rebate during 'Peak' hrs. further requires detailed analysis. Before proceeding further, this authority feels it legitimate to examine the essence of Tariff order dt. 31.05.2021 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.

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.

.....

.....

69. 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. and in case of Night hours, Night time concession shall only apply.



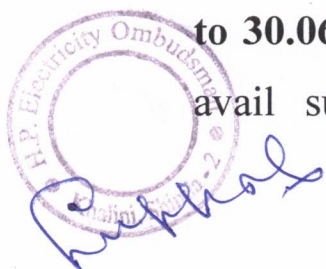
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70. After digging the relevant tariff orders in depth, it has been observed that the privilege to avail rebate in case of 'Additional' consumption was available only till tariff order dt.29.06.2019 for FY2019-20 and thereafter with the advent of tariff order dt. 06.06.2020 for FY 2020-21, 'Additional Consumption' issue was replaced with 'Expansion Industries'. But regarding rebate in 'Peak' hrs. it remained elusion till the notification of tariff order dt.31.05.2021 for FY 2021-22 and addressed the rebate for 'Peak' hrs. in case of 'New Industries' and 'Expansion Industries' under para 13(f) which for the sake of clarity again reiterated as under:

13(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."

71. After examining the relevant part of said Tariff order dt.31.05.2021, this authority draws considered opinion that Hon'ble Commission persuaded to give such rebate during 'Peak hrs.' even for the industries fulfilling the criteria w.e.f 01.04.18 to 01.06.2021 and even after this.
72. In view of forgoing analysis, it is observed that silence of the tariff orders on this aspect of eligibility of rebate during Peak hrs. prior to 31.05.2021 construed, the industries might be or might not be privileged to avail such rebate. But after the advent of Tariff order dt. 31.05.2021, it has transparently cleared the intention & inclination of Hon'ble Commission towards such privileges even for the past period **01.04.18 to 30.06.2019 (FY 2018-19)** and hence, makes Complainant eligible to avail such rebates during Peak hrs. both in case of 'Additional





Consumption’ as well as ‘Expansion Industries’ in terms of foregoing findings in the instant case. Hence, the contention of the Complainant to allow rebate during Peak hrs. both in case of ‘Additional Consumption’ as well as ‘Expansion Industries’ is held tenable in the instant case.

73. After examining the documents placed on record, it is observed that the only issue left is payments towards 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.
74. This authority after listening arguments in various adjudications in the past on the same issue of interest on rebate, 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. The issue is very complex in nature and after dealing many cases, the clarity picked up its space very slowly as in very early stage, this issue was even dealt differently as there was no clarity on the reckon date of interest although the ultimate meaning remained same that the excess amount remained with the respondents. However, it is



asserted that the interest as contended, if eligible, shall attract the following provisions, the very specific parts are reproduced as under:

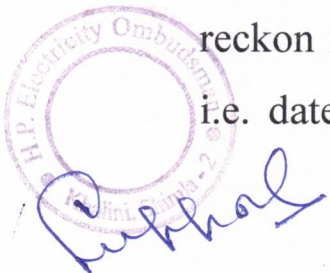
- a. The relevant extract of clause 5.7.3 of supply code 2009 is reproduced for analyzing applicability of the complainant for availing interest in the instant case subject to above which provides as under:

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

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

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

75. 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.

76. 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 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.
77. 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.
78. 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.

79. 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 for the past period 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.
80. 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 hold anyone responsible, specially the Respondent/Licensee in the instant case where at random many officers get changed after such announcements. Even in the Representation under the heading '**Introductory Note**', the Complainant asserts which reads as "*an error detected during audit in April, 2025.*" This clearly supplements above opinion of this authority i.e if the concerned party cannot assess his achievements of the past, how can Respondent be held responsible where at random many officers get



changed after such announcements and even in the instant case the Complainant who had carried out Expansion came to know only after an internal audit as contended.

81. 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.
82. 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.
83. 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.
84. 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.**

85. 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 remained as an excess amount with the Respondent before it was released/adjusted.
86. In view of above analysis under, 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.
87. 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.
88. 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.

89. 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.**
90. 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 as a flexibility towards settlement of the issue.**
91. 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 ‘**Preliminary submissions/objections**’ which is as under:

“-----that since complainant did not make any representation before the respondent/ HPSEBL qua the entitlement of rebate etc. or any other reliefs, the complainant has lacked in its bonafide. -----.”

92. Whereas the Complainant contends in his representation that the Appellant on dt. **25.06.2025** served a notice on Respondents demanding a refund of eligible rebates, to which no reply was received.
93. After referring to the above contrary averments, this authority giving benefit of doubt at first instance considers reckoning date of interest from 25.06.2025 and if not feasible as per record then the date on which the Complainant approached Id. CGRF on dt.14.07.2025 may also be considered to avert further aggravation of litigation.
94. 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



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@15% per annum, or where the rate is fixed by the Commission at the rate so fixed, on daily basis" shall be substituted."

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

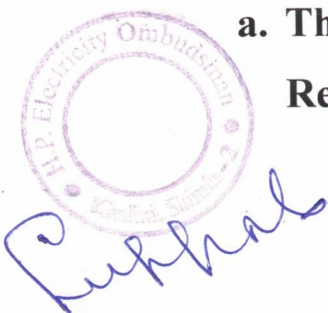
"12. Amendment of Regulation 26.-

(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;"

96. 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.

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

a. The order dt. 18/09/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No.





1431/202507/19 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 directives:

- i. That both 'Expansion rebate' (1550KVA to 1850KVA) for the period May,18 to April,21 as well as 'Additional Consumption rebate' for FY2018-19& FY2019-20(*at fixed Contract Demand of 1550KVA*) be again computed in terms methodology as placed under para-47 arrived at after resorting to exhaustive findings under para- 40 to 45 of this order including Peak hrs. and Night hrs. consumption as addressed in this order, after duly authenticating the period of rebate from the record.
- ii. To pay interest on the above contended rebate wheresoever admissible in terms of above exhaustive finding under para-90, with either *reckoning from the date as 25.06.2025 when the Complainant served a notice demanding refund or if not feasible as per record then on dt.14.07.2025 when the Complainant approached ld. CGRF* 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.



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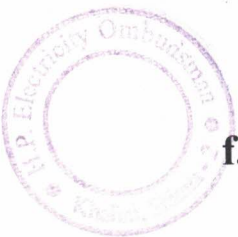
- iii. that the amount of interest as per conclusive findings under para-90 be computed in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018@15% for the period till applicable under this code and thereafter in consonance with the Regulation 26a(ii) of Himachal Pradesh Electricity 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 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:



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- 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 even in the instant case 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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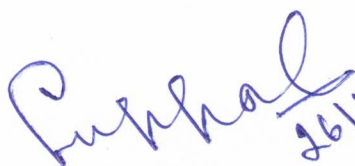


- g. In terms of above findings, the Complaint filed by M/s Pooja Cotspin Pvt. Ltd. Village Sallewal, Tehsil Nalagarh, Distt. Solan, H.P.-174101 is hereby disposed of.
- h. The case file is consigned to record room and order is also placed at site as well as conveyed telephonically for the convenience of reference.

Given under my hand and seal of this office.

Dated: 26/11/2025

Shimla


26/11/2025
Electricity Ombudsman