HIMACHAL PRADESH ELECTRICITY OMBUDSMAN
SHARMA SADAN, BEHIND KEONTHAL COMPLEX, SHIMLA-171002
Phone: 0177-2624525, email: ombudsmanelectricity.2014@gmail.com

In the matter of: **Complaint No. 40/2025**

M/S Kundlas Loh Udyog, Village Balyana, PO Barotiwala, Tehsil Baddi, District Solan, HP-174103

– Complainant

Vs

The Superintending Engineer Electrical System Circle, HPSEBL Totu Shimla-171011(H.P.) **-Respondent**

Complaint No40/2025 (Registered on 06/10/2025)

(Orders reserved on 11/11/2025, Issued on 28/11/2025)

Present for:

Present for:	
The Complainant:	**- Sh. Rakesh Bansal, Authorized Representative**
	-Sh. Manik Seithi , Advocate
	-Sh. Tawarsu, Advocate
The Respondents:	**-Sh. Kamlesh Saklani, Under Sectt. Law**
	-Sh. Rajesh Kashyap, Advocate
	-Er. Lekh Ram,AE,Electrical System Divn. Solan.
	-Er. Ajay Thakur JE,Electrical System Divn. Solan

QUORUM

Er. Deepak Uppal
HP Electricity Ombudsman

1. **M/S Kundlas Loh Udyog,** is a Large Industrial Power Supply (LIPS) Consumer bearing Consumer ID: 100012001845, have filed an Application, received & registered on 06/10/2025, under the provisions of Regulation-28(1)(b) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the final Orders dated

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04/09/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1453/202506/16.

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.

The Complainant Contends:

1. Factual Matrix:

1.1. In 2008, the Appellant deposited **Rs. 10,00,000/-** for an underground cable line which was never executed. On **08.05.2018**, the CGRF ordered the refund of the principal amount, which was eventually adjusted in the electricity bill dated **12.07.2019**.

1.2. The Hon'ble High Court of H.P. in CWP No. 2096 of 2020, by its order dated **13.10.2023**, held the Appellant "entitled for interest from the date of deposit of amount till the date of actual payment". The Court directed that the findings from the analogous case of CWP No. 2100 of 2021 (*M/s Renny Steels*) shall apply *mutatis mutandis*.

1.3. In purported compliance, the Respondent refunded only **Rs. 4,08,295/-** via bill dated 08.04.2025, calculating interest at simple bank rates. This partial payment was made after an inordinate delay of more than one and a half years from the High Court's order.

1.4. The Appellant filed a fresh complaint (No. 1453/202506/16) before the CGRF, challenging the wrongful calculation of interest as being contrary to Clause 5.7.3 of the Supply Code, 2009. The CGRF dismissed this complaint vide the Impugned Order dated 04.09.2025.

2. Grounds of Representation: The Impugned Order is illegal, unjust, and contrary to established legal principles for the following reasons:

2.1. Erroneous Application of *Res Judicata*: The CGRF wrongly invoked Regulation 19(a) and the principle of *res judicata* to dismiss the complaint. The Hon'ble High Court only settled the Appellant's *entitlement* to interest, not the *rate or quantum*. The Respondent's wrongful calculation in March/April 2025 created a **fresh and continuing cause of action**, rendering the complaint maintainable.

2.2. Interest is Payable as "Carrying Cost" as per Settled Law by the Supreme Court: It is a settled principle of law, repeatedly affirmed by the Hon'ble Supreme Court of India, that a party must be compensated for the wrongful retention of its funds. By whatever nomenclature it is called—be it interest, compensation, or **carrying cost**—the underlying principle is one of restitution to prevent unjust enrichment. The Respondent, having wrongfully retained the Appellant's funds for over a decade, is liable to pay interest to restore the Appellant to the position they would have occupied. This principle has been firmly established in cases such as ***Indian Council for Enviro-Legal Action v. UOI (2011) 8 SCC 161*** and ***U.P. Power Corpn. Ltd. v. NTPC Ltd. (2009) 6 SCC 235***.

2.3. Incorrect and Narrow Interpretation of Clause 5.7.3: The Forum erred in holding that Clause 5.7.3 of the Supply Code applies only to "erroneous billing". This clause is the specific regulatory mechanism designed to give effect to the legal principle of paying interest on any "excess amount" withheld by the licensee. The deposit of Rs. 10 Lakhs, being refundable, squarely falls under this

H.P. Electricity Ombudsman Khalini, Shimla definition. To ignore this clause is to ignore the primary tool for providing the legally mandated carrying cost.

2.4. Arbitrary Application of Bank Rate: The Respondent is not at liberty to choose an interest rate of its choice when a specific regulatory provision exists. The application of simple bank rates is arbitrary and not sanctioned by any HPERC regulation for such refunds. As argued before the CGRF, the bank rate is only applicable for interest on security deposits, not for other refunds.

2.5. Fortified by Binding Precedents:

a) **High Court Mandate:** The High Court explicitly directed that the *Renny Steels* judgment would apply, where the CGRF itself had ordered a refund **"alongwith interest as per Regulation"**, clearly indicating the intent to apply the regulation-mandated rate.

b) **Consistent Practice:** In past cases involving refunds of Infrastructure Development Charges or advance cost shares, the CGRF and this Hon'ble Authority have consistently ordered interest as per **Clause 5.7.3**. For instance, in *M/s Milestone Gears (P) Ltd.* (Complaint No. 1421/4/19/065), the CGRF directed that the refund "entails the interest to be calculated at the rate as prescribed in para 5.7.3. of the Supply Code, 2009".

c) **Recent Ombudsman Orders:** In final orders dated 29.09.2025 (in the Appellant's own cases), this Hon'ble Authority explicitly recognized the principle that **"money is having carrying cost"** and ordered interest to be paid as per Clause 5.7.3. The Impugned Order from the CGRF is in direct contradiction to this consistent jurisprudence.

3. Quantum of Relief Sought: As per the Appellant's detailed calculation (Annexure C-13) in accordance with Clause 5.7.3 of the Supply Code, the total interest due upto the principal refund date (12.07.2019) was **Rs. 28,81,432.88**. Since this amount was not paid, it became the outstanding excess amount on which interest continues to accrue at 15% per annum. After deducting the Rs. 4,08,295/- paid, the **balance interest due as of 01.10.2025 stands at Rs. 51,64,711.96**, and continues to accrue until actual payment.

4. Prayer: The Appellant humbly prays that this Hon'ble Authority be pleased to:

a) Set aside the Impugned Order dated 04.09.2025 passed by the CGRF in Complaint No. 1453/202506/16.

b) Direct the Respondent to pay the **balance interest amount of Rs. 51,64,711.96** (as of 01.10.2025) and further interest accrued thereon until payment, calculated strictly as per Clause 5.7.3 of the H.P. Electricity Supply Code, 2009.

c) Direct the Respondent to pay the costs of this litigation.

d) Pass any other just and proper order.

3. In order to have clarity on the findings of ld. CGRF w.r.t. above contentions of the Complainant, the order dt.04/09/2025 in Complainant No1453/202506/16 needs to be reiterated in totality for record and reference as under.

CGRF Order No1453/202506/16 dt. 04/09/2025:

ORDER

Brief Facts of Complaint:

(1) Complaint is filed under Regulations 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s Kundlas loh Udyog, Village Balyana, Post Office Barotiwala, Tehsil Baddi, District Solan (HP)-174103;

(2) Complainant is a Large Industrial Power Supply (LIPS) category Consumer bearing consumer ID 100012001845 and Respondent is HPSEB Ltd who is a distribution licensee under the Electricity Act, 2003;

(3) Forum finds from record that the Complainant had originally filed Complainant No 1453/2/17/028 before the Ld Forum which was disposed vide Ld Forum Order dated 08.05.2018 (**Annexure C1**). In this Order passed, Ld Forum had allowed the refund of Rs 10 lac in favor of the Complainant. Thereafter, Complainant preferred Representation No 60/2018 before Ld Ombudsman who was pleased to pass Order dated 29.09.2018 (**Annexure C4**) upholding therein the said Order passed by the Forum while denying the Interest payable on the refund. Thereafter Complainant preferred CWP No 2096 of 2020 before the Hon'ble HP High Court and the Hon'ble Court was pleased to pass Order dated 13.10.2025 (**Annexure C5**);

(4) Grievance of Complainant is that pursuant to ibid Hon'ble HP High Court Order, it has been denied Interest by the Respondent as per code 5.7.3 of the HP Electricity Supply Code, 2009 and has accordingly once again approached the Forum;

(5) On the other hand Respondent has contended that the said code 5.7.3 is not applicable to the Complainant, as this code 5.7.3 is for

erroneous billing while the Complainant's case is not that of erroneous billing.

(6) Respondent has further contended that in compliance to the Orders passed by the Hon'ble HP High Court on 13.10.2025 (**Annexure C5**), it has already refunded the Interest.

(7) Citing Hon'ble Apex Court in Satyadhyan Ghosal v. Deorajin Debi, AIR 1960 SC 941 and Hope Plantations Ltd. v. Taluk land Board, (1999) 5 SCC 590, Respondent has contended that the present complaint is barred on the principles of Res-Judicata (Section 11 CPC) in as much as the matter relating to refund of Interest has already been adjudicated upon by the Hon'ble HP High Court and further citing Hon'ble Apex Court in Gurbux Singh v. Bhooralal, AIR 1964 SC 1810 Respondent has contended that if a plaintiff omits to sue for a relief which he is entitled to in respect of same cause of action, he shall not subsequently sue for such relief.

ORDER

(8) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the Ld HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 (or the CGRF Regulations), HP Electricity Supply Code, 2009 and amendments thereto.

(9) Forum observes that on 03.09.2025, the matter was ordered by the Forum to be listed on 04.09.2025 for final hearing. On this date of final hearing, the Complainant / its Authorized Representative are absent without intimation and despite knowledge. This Forum has heard the Respondent present today. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and correspondence placed on record and arguments adduced by the party present;

(10) From perusal of record, Forum finds that the ibid refund of Rs 10 lacs was Ordered by the Respondent vide its Office Order dated 30.05.2019 (**Annexure C2**) which was paid by the Respondent through electricity bill dated 12.07.2019 (**Annexure C3**). Further, the refund of ibid Interest of Rs

4,08,295/- was Ordered by the Respondent vide its Office Order dated 18.03.2025 (**Annexure C8**) which was paid by the Respondent through electricity bill dated 08.04.2025 (**Annexure C9**);

(11) Forum from perusal of code 5.7.3 of the HP Electricity Supply Code notified by the HP Electricity Regulatory Commission finds that the said code is in terms of payment of Interest in case of erroneous electricity billing disputed by the Complainant where-as the case of Complainant was originally for the refund of Rs 10 lacs and Interest thereon against work for underground cable which was not carried out by the Respondent. Erroneous billing of electricity and deposit against works are separate matters. Forum agrees with the Respondent that the case of the Complainant is not covered under erroneous billing and thus Forum holds that ibid code 5.7.3 of the Supply Code is not applicable in the instant matter;

(12) Further, on perusal of sub-regulation 19(a) of the the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, Forum finds the following:-
*" **19. Limitations/ pre-conditions for submission of grievance. -** The Forum may reject the grievance at any stage under any or more of the following circumstances :-*
(a) in cases where proceedings in respect of the same matter and between the same Complainant and the licensee are pending before any court, tribunal, arbitrator or any other authority, or a decree or award or a final order has already been passed by any such court, tribunal, arbitrator or autho

Forum observes that Regulations framed by the HPERC also require matters of the nature of the instant complaint to be rejected. Thus, once Respondent has stated compliance of Hon'ble HP High Court Order passed on 13.10.2025 (**Annexure C5**), then this Forum holds that it sees no occasion to interfere in the action of the Respondent nor to pass any order on merits for the reason that doing so is improper and unlawful in the presence of an already existing Order passed the Hon'ble High Court. Forum further holds that it is also improper of the Complainant to have again raised complaint and once again raked up the issue of Interest which had already been agitated by it before the Hon'ble High Court;
On aforesaid terms the complaint is Dismissed.
Parties are left to bear their own costs.

Order is announced before the parties present today on 04.09.2025 at Shimla in open Forum.

4. Case called, the matter was heard on15/10/2025. 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, may be submitted by the Complainant immediately thereafter the submission of the reply by the Respondent Board. The case was listed for final arguments on dated 30/10/2025 at 12:00 P.M or Immediately thereafter subject to submission of above documents.

5. Case called, the matter was heard. The ld. Counsel for Respondents submitted reply on dt. 30/10/2025 in the court room which was taken on record and ensured supply of copies to the Complainant also. However,

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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.29/10/2025which was also taken on record. As such the ld. Counsel for Complainant appeared in the Court on behalf of the Complainant prayed for adjournment. Prayer granted considering reasons as conveyed by the Authorized representative as genuine. The Complainant was directed 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 or Immediately thereafter subject to submission of above documents.

6. Case called, the matter was heard on 11/11/2025. 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 ld. Advocate Sh. Manik Sethi represented Complainant.
7. The ld. 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 Authorized representative for Complainant, prayer granted and hence forth in the instant case, the name of Executive Director (Personal) be considered deleted.
8. The Respondent Board submitted reply on 30/10/2025 and subsequently, the Authorized Representative also submitted Rejoinder on dt. 10.11.2025 which were taken on record.

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9. Let us first reiterate the reply submitted by the Respondent Board on dt.30/10/2025 as well as the Rejoinder submitted by the Complainant on dt. 10/11/2025 to have composite view of the contentions.

A. The Respondent Contends (Reply):

PRELIMINARY SUBMISSIONS:

1. That the representation as preferred by the complainant is not maintainable in the eyes of the Law, hence liable to be dismissed, as it is based on conjectures and surmises, and seeks to re-agitate issues already settled by a competent judicial authority.
2. That the relief sought by the complainant is not tenable in law, as the Ld. Forum below has correctly passed the order dated 04.09.2025 after thoroughly examining the case records. The Ld. Forum's decision is based on a thorough appreciation of the arguments presented by both the parties, on the pleadings of the parties, and the Ld. Forum has categorically appreciated the applicable provisions of the H.P. Electricity Supply Code, 2009, in the impugned order. Thus, there is no such infirmity or illegality in the order passed by the Ld. Forum, and the representation is liable to be dismissed.
3. That no Legal or Vested right whatsoever of the complainant has been infringed or violated by the replying respondents in any way or any manner, so as to entitle the complainant to raise any grievance(s) against the replying Respondents. The respondent has acted strictly in accordance with the directions issued by the Hon'ble High Court of Himachal Pradesh. Therefore, the complaint is not maintainable and the same deserves dismissal in limine against the replying respondents.
4. That the complainant has no cause of action and locus standi to file and maintain the present complaint since the complainant has not been deprived or denied of a legal right and has not sustained an injury to any legally protected interest, especially when the matter has attained finality through judicial pronouncements.
5. That the complainant is estopped by his own act and conduct, and acquiescence, to file and maintain the present complaint since the complainant has concealed material facts from this Hon'ble Forum, particularly regarding the full compliance by the respondent with the Hon'ble High Court's directions. As such, the present complaint is not maintainable and the same is liable to be dismissed against the replying respondent.
6. That it is submitted that the complainant is not entitled to file or maintain this complaint before the Hon'ble Forum against the replying respondents, and there are no acts or omissions and commissions of the replying respondents which are against the provisions of law, which have caused grave injustice to the petitioner in any manner whatsoever. The respondents have diligently complied with all legal mandates.
7. That the impugned complaint is not maintainable either on facts or law and the complainant has dragged the replying respondent to unwarranted litigation, hence the same is liable to be dismissed with costs.

8. That the present complaint is barred by the principle of Res Judicata as enshrined under Section 11 of the Code of Civil Procedure, 1908. The issue of interest on the deposited amount has been directly and substantially in issue in previous proceedings, specifically CWP No. 2096 of 2020 before the Hon'ble High Court of Himachal Pradesh, which was disposed of on 13.10.2023. The Hon'ble High Court's directions regarding the grant of interest, in accordance with CWP No. 2100 of 2021, have been fully complied with by the respondent. It is respectfully submitted that

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once a matter has been finally adjudicated by a competent court, the same cannot be re-agitated between the same parties in subsequent proceedings. The principle of Res Judicata is founded on public policy and aims to bring finality to litigation.

9. That the complaint is further barred under Order II Rule 2 of the Code of Civil Procedure, 1908. The complainant, having already claimed and obtained the relief of interest pursuant to the Hon'ble High Court's directions in CWP No. 2096 of 2020, is not entitled to split his cause of action or institute fresh proceedings based on the same set of facts. All claims arising from the same cause of action ought to have been included in the previous proceedings.The present complaint constitutes an attempt to seek additional relief on a cause of action that has already been exhausted and settled.
10. That the interpretation of Clause 5.7.3 of the H.P. Electricity Supply Code, 2009, as advanced by the complainant, is fundamentally flawed and contrary to the express language and intent of the said provision. It is further stated that Clause 5.7.3 is specifically applicable to cases of "erroneous billing" and not to general refunds of security deposits or other advances. The present case does not involve any erroneous billing, and therefore, the complainant's reliance on this clause for claiming an enhanced rate of interest is entirely misplaced.

REPLY ON MERITS:

1. That the contents of Para No.1 and Sub Para 1.1 to 1.4 of the complaint are matter of record, hence anything contrary to the record is specifically denied. It is further submitted that as submission made in Para supra the Ld. Forum below has correctly passed the order dated 04.09.2025 after thoroughly examining the case records, pleading of the parties and applicable provisions of The Electricity Supply Code 2009. Therefore, the order of Ld. Forum below warrants no interference of this Hon'ble Forum.
2. That the contents of Para No. 2 of the complaint are admitted only to the extent that they are a matter of record. The remaining contents of the said para are wrong, incorrect, and hence denied. At the very outset, the replying respondents oppose the present complaint on the ground that the interest amount has already been refunded to the complainant in accordance with the directions of the Hon'ble High Court in Civil Writ Petition No. 2096 of 2020.

2.1 That the contents of Para No. 2.1 are wrong, incorrect, and hence denied. It is further submitted that the learned Forum below has rightly invoked Regulation 19(a) and correctly held that the complaint filed by the complainant is barred by the principle of res judicata. Once the grievance has been finally settled and acted upon, the complainant cannot reagitate the same cause of action before this Forum. The Hon'ble Supreme Court in Satyadhyan Ghosal v. Deorajin Debi, AIR 1960 SC 941, and subsequently in Hope Plantations Ltd. v. Taluk Land Board, (1999) 5 SCC 590, has reiterated that the principle of res judicata is founded on public policy and prohibits re-litigation of matters directly and substantially in issue between the same parties. Furthermore, the complaint is also barred under Order II Rule 2 CPC, as the complainant, having already claimed and obtained the relief of interest pursuant to the High Court's directions, is not entitled to split his cause of action or institute fresh proceedings based on the same set of facts In Gurbux Singh v. Bhooralal, AIR 1964 SC 1810, the Hon'ble Supreme Court held that if a plaintiff omits to sue for any relief which he is entitled to in respect of the same cause of action, he shall not subsequently sue for such relief. Thus, the present complaint is devoid of merit, frivolous, and liable to be dismissed at the very threshold.

2.2 That the contents of Para No. 2.2, insofar as they pertain to the decisions of the Hon'ble Supreme Court cited by the complainant, are a matter of record. However, it is humbly submitted that the same cannot be marshalled in the present case. The issue of interest was pending adjudication before the Hon'ble High Court of Himachal Pradesh, and vide order dated 13.10.2023, the Hon'ble High Court disposed of CWP No. 2096 of 2023, titled Kundlas Loh Udyog v. HPSEBL & Ors., in terms of the directions passed in CWP No. 2100 of 2021, titled HPSEBL & Ors. v. M/s Renny Steel and Anr. The statement of learned counsel for the petitioner was recorded at the Bar to the effect that the petitioner is entitled to interest upon the deposited amount from the date of deposit, as was directed in CWP No. 2100 of 2021 (supra). It is submitted that the respondents have already complied with the judgment passed by the Hon'ble High Court strictly in terms of

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CWP No. 2100 of 2021, and the applicable rate of interest on the refund has been credited to the complainant as per the rate granted to M/s Renny Steels. Therefore, the present complaint is liable to be dismissed.

2.3 That the contents of Para No. 2.3 of the complaint are wrong, incorrect, and hence specifically denied. The contention of the complainant that he is entitled to payment of interest under Clause 5.7.3 of the Supply Code, 2009, is wholly misconceived and misplaced.

The provisions of Clause 5.7.3 apply only in cases of erroneous billing, which is not the case herein.

A perusal of Clause 5.7.3 of the Supply Code, 2009, clearly indicates that it is confined to situations where a bill has been found erroneous and revised accordingly. Since the present matter does not fall within such ambit, reliance upon Clause 5.7.3 is untenable. Further, the Hon'ble High Court of Himachal Pradesh, in CWP No. 2096 of 2020, categorically held that the directions issued in CWP No. 2100 of 2021, HPSEBL & Ors. v. M/s. Renny Steels and Another, decided on 30.06.2023, shall apply mutatis mutandis to that case as well. Consequently, the petitioner was held entitled to interest on the deposited amount from the date of deposit till the date of actual payment. In due compliance with the aforesaid directions, the interest amount has already been refunded to the complainant. Hence, the respondents have been unnecessarily dragged into the present proceedings.

2.4 That the contents of Para No. 2.4 of the complaint are wrong, incorrect, and hence specifically denied. The submissions made in the preceding paragraphs may kindly be read as part and parcel for the sake of brevity.

2.5 That the contents of Para No. 2.5 of the complaint are wrong, incorrect, and hence specifically denied. The complainant is estopped by his own act, conduct, and acquiescence from filing and maintaining the present complaint, having concealed material facts from this Hon'ble Forum, particularly regarding the respondent's full compliance with the Hon'ble High Court's directions. Since there is no surviving grievance or cause of action against the replying respondent, the complaint is liable to be dismissed outrightly.

3 That the contents of Para No. 3 of the representation are wrong, incorrect, and hence denied. The submissions made in the preceding paragraphs may kindly be read as part and parcel hereof for the sake of brevity.

It is, therefore, most respectfully prayed that the complaint filed by the petitioner, being devoid of merits, barred by the principles of Res Judicata and Order II Rule 2 CPC, and having been fully complied with by the respondents as per the directions of the Hon'ble High Court, may kindly be dismissed in the interest of law and justice.

B. The Complainant's Additional Submissions (Rejoinder)

The Complainant submits this Rejoinder cum Written Arguments in rebuttal to the preliminary objections and submissions on merits raised by the Respondent (HPSEBL) in their Reply to the present Representation.

I. REBUTTAL TO PRELIMINARY OBJECTIONS (Maintainability & Res Judicata)

The Respondent primarily contends that the present Representation is not maintainable and is barred by the principle of *Res Judicata* (Regulation 19(a) of the CGRF Regulations, 2013) because the issue of interest has been settled by the Hon'ble High Court in CWP No. 2096 of 2020. This argument is legally flawed here in this representation the rate of interest is in dispute, not whether the interest is to be paid or not, which only has been settled by the Hon'ble High Court.

1. High Court Adjudicated Entitlement, Not Statutory Rate: The Hon'ble High Court, in its Order dated 13.10.2023 (CWP No. 2096 of 2020), determined the Appellant was entitled for

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interest upon the deposited amount from the date of deposit till the date of actual payment. The Hon'ble High Court did not, however, specifically adjudicate or decide the mandatory statutory rate of interest or the specific application of Clause 5.7.3 of the HPERC Supply Code, 2009. The High Court's jurisdiction was focused on overturning the denial of interest.

2. Creation of a Fresh Cause of Action: The current cause of action did not exist at the time of the High Court's disposal (13.10.2023). The grievance arose subsequently in March/April 2025, when the Respondent purportedly complied:

a. The Respondent issued an Office Order dated 18.03.2025 adjusting only ₹4,08,295/- based on calculating interest using an unspecified "simple interest... applicable in the bank rate".

b. This deficient compliance, achieved by applying a non-statutory rate instead of the mandatory rates under Clause 5.7.3, resulted in a substantial unpaid differential amount (₹51,64,711.96 as of 01.10.2025).

c. The less payment of interest in March/April 2025 raised a fresh dispute and a fresh cause of action for the Complainant to approach the Forum.

d. The continued withholding of the differential amount constitutes a continuing wrong, rendering the application of *Res Judicata* inapplicable to the question of compliance methodology.

3. Renny Steels Precedent is Limited: The Respondent claims compliance based on the rate granted to M/s Renny Steels. However, the High Court applied the findings in *Renny Steels* (*CWP No. 2100 of 2021*) *mutatis mutandis* only to establish the entitlement to interest. If the petitioner in *Renny Steels* did not object to or specifically seek calculation under Clause 5.7.3, that omission does not diminish the present Complainant's independent statutory right to enforce the correct rate specified in the Supply Code.

II. ARGUMENTS ON MERITS: Mandatory Application of Clause 5.7.3

The Respondent's primary defense on merits is that Clause 5.7.3 is restricted solely to cases of "erroneous billing" and not applicable to general refunds/deposits. This defense ignores the plain language and regulatory history of the Clause, as well as binding precedents of the Hon'ble Ombudsman.

1. Clause 5.7.3 Covers All Excess Amounts Retained: Clause 5.7.3 mandates interest on the "excess amount retained" by the licensee from the date of payment till actual adjustment. The ₹10,00,000 deposited in 2008 for an underground feeder that never materialized was definitively an amount retained by the licensee. This definition covers the wrongfully withheld principle and the statutory interest that accrued thereon.

2. Statutory Rate vs. Arbitrary Bank Rate: The Respondent's reliance on the unspecified "simple interest applicable in the bank rate" is contrary to the HPERC Supply Code which mandates specific compensatory rates for consumers:

◦ Up to 31.07.2018: Interest at Twice the SBI Short Term PLR.

◦ From 01.08.2018 onwards: Interest at 15% per annum. The licensee is not at liberty to choose any rate of interest of their choice when it comes to refunds due to consumers.

3. Binding Precedents Confirm Clause 5.7.3 Application (Kundlas Loh Udyog Cases): The interpretation of Clause 5.7.3 has recently been settled by the Hon'ble Electricity Ombudsman in cases concerning the present Complainant, establishing that this clause is invoked when amounts are wrongfully withheld beyond prescribed periods: a. In Complaint No. 24/2025 (M/s Kundlas Loh Udyog), the Ombudsman explicitly directed the Respondent Board to pay interest starting from the date of wrong billing/excess recovery and mandated that the interest must be computed in terms of Clause 5.7.3 @15% (and thereafter 12% in consonance with Regulation 26a(ii)). The Ombudsman observed that since the period of disbursement was exceeded, Clause 5.7.3 was invoked. b. Similarly, in Complaint No. 23/2025 (M/s Kundlas Loh Udyog), the Ombudsman directed payment of interest for the withholding period (26.03.2021 to 02.06.2025) and specifically held that the interest must be computed in terms of Clause 5.7.3 @15% for the period applicable. These binding orders confirm that the narrow interpretation of Clause 5.7.3 advanced by the Respondent and erroneously accepted by the CGRF is unsustainable before the Hon'ble Ombudsman.

4. Principle of 'Carrying Cost': The application of the statutory rate is further supported by the fundamental legal principle that the money is having carrying cost. The Supreme Court mandates

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that compensation/interest is payable to restore the party to the position they would have occupied but for wrongful retention (*Indian Council for Enviro-Legal Action v. UOI (2011) 8 SCC 161* and *U.P. Power Corpn. Ltd. v. NTPC Ltd. (2009) 6 SCC 235*). This justifies the calculation of Stage B interest (interest on arrears).

III. CALCULATION OF BALANCE INTEREST DUE

The Appellant's computation sheet (Annexure C10), which adheres strictly to the statutory rates mandated under Clause 5.7.3, demonstrates the significant shortfall in the Respondent's compliance.

Calculation Component	Amount (Rs)
Principal Amount Deposited	10,00,000.00
Date of Deposit	22-08-2008
Principal Refund Date	12-07-2019
A. Total Interest Due up to Principal Refund (12-07-2019) (Twice PLR + 15%)	28,81,432.88
B. Interest @15% on Unpaid Arrears (₹28,81,432.88) from 13-07-2019 to 23.09.2025	2,682,100.88
Grand Total Statutory Interest (A + B) (as of 23.09.2025)	5,563,533.75
Less: Interest Paid by Respondent (08.04.2025)	4,08,295.00
Balance Differential Interest Due (as of 23.09.2025)	51,55,238.75

C. Note: Additional interest to be added after 23.09.2025 up to the date of actual payment.

D.

E. IV. PRAYER

F. In light of the foregoing submissions, it is most respectfully prayed that the Hon'ble Ombudsman may be pleased to pass an Order:

G. a) To set aside the CGRF Order dated 04.09.2025 in Complaint No. 1453/202506/16.

H. b) To hold that the issue of correct rate of interest was never adjudicated by the Hon'ble High Court and that the Respondent's deficient payment constituted a fresh and continuing cause of action.

I. c) To hold that interest on the excess amount retained is payable strictly under Clause 5.7.3 of the Supply Code, 2009, as confirmed by recent orders of the Hon'ble Ombudsman in Complaint Nos. 23/2025 and 24/2025.

J. d) To direct the Respondents to pay the balance differential interest, computed as-of 23.09.2025, amounting to ₹5,155,238.75, along with further interest accruing until the date of actual adjustment.

K. e) To award costs of ₹50,000/-.

10. The counsel for Respondents and concerned Assistant Engineer appeared in the Court room along with the relevant record on dt.11/11/2025.

11. The Arguments of both during proceedings:

The final arguments were conducted on 11/11/2025 with the mutual Conesus of both the counsels of respective parties and due opportunity was given to argue their contentions to the edge.

a. At the very outset, the ld. Counsel for Complainant addressed contentions as stands reiterated above under para-2of this order and apprised this court that in 2008, the Appellant deposited **Rs. 10,00,000/-** for an underground cable line which was never executed. On **08.05.2018**, the CGRF ordered the refund of the principal amount, which was eventually adjusted in the electricity bill dated **12.07.2019**.

b. The ld. Counsel for Complainant confined arguments to the extent of grievances arose on account of withholding of interest amount of Rs.28,81,432.88/- from 13/07/2019 to 23/09/2025 & interest accrued on the interest amount during the withholding period still remaining to be paid even after 23.09.2025, till the time it is actually paid in totality which resulted from not adhering to the timelines in line with the orders issued by the competent courts of law in hierarchy.

c. The ld. Counsel for Complainant put forth his arguments sturdily that vide order dt. 13.10.2023 in CWP No. 2096 of 2020 of Hon'ble High Court, held that the Appellant was entitled for interest upon the deposited amount from the date of deposit till the date of actual payment and added that the

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money is having carrying cost which appeared quite appealing

d. The ld. Counsel for Complainant further extended the arguments that the refund of Interest of Rs 4,08,295/- was Ordered by the Respondent vide its Office Order dated 18.03.2025 after an inordinate delay of **more than one and a half years** from the High Court's Order dt. 13.10.2023 in CWP No. 2096 of 2020 which was paid by the Respondent through electricity bill dated **08.04.2025.** The ld. counsel also added reference of 23/2025 & 24/2025 during arguments and asserted that the instant case is also akin to these cases.

e. The ld. Counsel for Respondents kept his stand by arguing that the interest amount has been refunded to the complainant in accordance with the directions of Hon'ble High Court in Civil Writ Petition No. 2096 of 2020.

f. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable. Both ld. Counsel for Respondent Board as well as the ld. Counsel for Complainant & the Authorized Representative for Complainant advanced their arguments to the brim. After hearing both the parties at length, the arguments were closed. The order was kept reserved for examining the contentions and averments made by both the parties during final arguments, to the depth before issuance of final order.

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

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

14. The case file bearing Complaint No. 1453/202506/16 and orders passed on dated 04.09.2025 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 comprehensive view of the case to arrive at judicious platform. The relevant extract from para (1) to para (12) of the said order also reiterated under the "**para-3**" above to arrive at legitimate conclusion.

15. The contentions of the Complainant detailed under **para-'2'**, reply of Respondent Board detailed under **para-'9(A)'**, Rejoinder submitted by the Complainant placed under **para-9(B)**, Arguments conducted at length & placed under **para-'11'**, have not been reiterated for the sake of brevity and may be referred to as cited above, however, where required have been reproduced only on specific contentions while doing analysis.

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

a. That the representation as preferred by the complainant is not maintainable in the eyes of the Law, hence liable to be dismissed, as it is based on conjectures and surmises, and seeks to re-agitate issues already settled by a competent judicial authority.

b. That the relief sought by the complainant is not tenable in law, as the Ld. Forum below has correctly passed the order dated 04.09.2025 after thoroughly examining the case records.

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c. The respondent has acted strictly in accordance with the directions issued by the Hon'ble High Court of Himachal Pradesh. Therefore, the complaint is not maintainable and the same deserves dismissal in limine against the replying respondents.

17. Whereas, the Complainant through Rejoinder contends that this argument is legally flawed here as in this representation the rate of interest is in dispute, not whether the interest is to be paid or not, which only has been settled by the Hon'ble High Court.

18. In view of above, this authority observes that the opinions of the Respondent to make its own ground of conjectures and surmises over the contentions of the Complainant when read in conjunction, appears to be quite vague and unless heard, the abrupt conclusion looks to be fatal in the interest of justice.

19. In view of above and exercising the provisions 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, this authority feels judicious to give opportunity in terms of Regulation 33(3), the relevant extract of which is read as" *Provided further that no representation shall be rejected in respect of sub-clauses (a),(b),(c) unless the Complainant has been given an opportunity of being heard",* warrants contentions to be heard which cannot be judged unless an opportunity of being heard is given in terms of said provisions and might carry reasonable arguments in the interest of justice. So, in due cognizance to the above provisions and subject to

H.P. Electricity Ombudsman Kasumpti, Shimla-2 the outcome of the proceedings, the Complaint is held maintainable only for initiation of proceedings /adjudications of grievances.

20. After examining the documents placed on record, submissions made by the Complainant, the reply submitted by the Respondent, Arguments advanced by both the parties, this authority at the very outset gathers opinion that the Complainant has misconception on the contentions that the instant case is akin to the earlier cases disposed as case No. 23/2025 & 24/2025. In principal they might be same but differs when we talk about the **withholding period**. This authority in the interest of justice would like to adjudicate on this **misconception** first before further analysis or otherwise, this shall jeopardize the whole process of findings.

21. It has been observed that in case No. 23/2025, the supporting component was the order dt. 05.03.2021 of that ld. Ombudsman in case No.38/2020 which was also upheld by the Hon'ble High Court vide order dt.05/07/2024 in CWP No. 7255 of 2021, the relevant extract is reproduced as under for reference and further analysis:

> ***"In M/s Renny Steels, case supra, the decision of the Ombudsman impugned therein, similar to the other impugned herein, had been affirmed and the writ petition preferred by the HPSEB Limited was dismissed, therefore, following the ratio of judgement dated 30.06.2023 rendered in CWP No. 2100 of 2021, this writ petition is dismissed affirming the impugned order."***

22. The Complainant was given liberty to approach this authority in terms of judgement passed by Hon'ble H.P. High Court in COPC No. 485 of 2025 dt.04.06.2025 and Hon'ble Himachal Pradesh Electricity Regulatory Commission in petition No. 285/2025 dt. 17.06.2025. The operative part of order dt.05.03.2021 in case No.38/2020 needs to be reiterated for clarity as under:

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"2. The respondents are directed to pay simple interest to the Complainant in line with provisions under clause 5.7.3 of the Supply Code, 2009 w.e.f. 05.09.2015 and 19.07.2017 for Rs. 51,00,000/- and Rs. 25,06,341/- respectively within a period of 21 days from the date of issue of this order but not later than 26.03.2021 positively."

23. Similarly, in case No.24/2025, the supporting component was the order dt. 08.04.2024 of Ombudsman in case No. 25/2023 and the Complainant was given due liberty to approach this authority in terms of judgement passed by Hon'ble H.P. High Court in COPC No. 485 of 2025 dt.04.06.2025 and Hon'ble Himachal Pradesh Electricity Regulatory Commission in petition No. 129/2024 dt. 17.06.2025. The operative part of said order dt.08.04.2024 is as under:

"4. The respondents are further directed to refund the excess amount charge, if any, on account of wrong application of tariff within a period of 30 days from the issue of this order but not later than 03.07.2023. In case of delay beyond 30 days, the interest @15% shall be applicable in line with the Clause 5.7.3 of the Himachal Pradesh Electricity Supply Code, 2009."

24. In terms of foregoing scrutiny and further upholding the orders of Ombudsman in both the above cases 23/2025 & 24/2025 by the Hon'ble High Court and incorporation of explicit provisions that clause 5.7.3 shall invoke in case the payment gets delayed by specific period of 21days or 30 days respectively, **made continuity of upholding period from the date the interest on actual payment was made and till further delayed.**

25. Whereas, the instant case is different in following respects:

a. That the Complainant had originally filed Complainant No 1453/2/17/028 before the Ld Forum which was disposed vide Ld Forum Order dated 08.05.2018 whereby, the Ld Forum had allowed the refund of Rs 10 lac in favor of the Complainant.

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b. That thereafter, Complainant preferred Representation No 60/2018 before Ld Ombudsman who was pleased to pass Order dated 29.09.2018 upholding therein the said Order passed by the Forum while denying the Interest payable on the refund.

c. That thereafter Complainant preferred CWP No 2096 of 2020 before the Hon'ble HP High Court and the Hon'ble Court was pleased to pass Order dated 13.10.2023. The very **relevant extract is recapitulated as under** wherein the Hon'ble High Court gave findings on the order dt.29.09.2018 of that ld. Ombudsman & Order dt. 08.05.2018 of the ld. CGRF:

"Impugned communications stand quashed and set aside and the petitioner is held entitled for interest from the date of deposit of amount till the date of actual payment."

26. The above findings are transparently clear that the instant case neither gets any support of the order dt. 29.09.2018 of that ld. Ombudsman nor the support of the order dt. 08.05.2018 of ld.CGRF in respect of interest, except for when Hon'ble High Court vide order dt. 13.10.2023 in CWP No 2096 of 2020 allowed interest from the date of deposit of amount till the date of actual payment.

27. In view of above findings, the considered opinion is drawn that in the instant case there is no force in between date **(12.07.2019)** of refund of actual principle amount and dt. **13.10.2023** when the order of Hon'ble High Court was issued & the interest was first time pronounced by the Hon'ble High Court vide order dt. 13.10.2023 in CWP No 2096 of 2020 and hence, with opinion of this authority **no withholding period lies in between the said dates i.e. 12/07/2019 to 13/10/2019** and the **withholding period commences** if any delay occurs for disbursement of interest after 13.10.2023.

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28. After resorting to above microscopic analysis, this authority feels it legitimate to examine the instant case towards withholding period commencing from 13.10.2023 onwards.

29. The Complainant contends:

a. That in 2008, the Appellant deposited **Rs. 10,00,000/-** for an underground cable line which was never executed. On **08.05.2018**, the CGRF ordered the refund of the principal amount, which was eventually adjusted in the electricity bill dated **12.07.2019**.

b. That the **Hon'ble High Court of H.P. in CWP No. 2096 of 2020,** by its order dated **13.10.2023**, held the Appellant **"entitled for interest from the date of deposit of amount till the date of actual payment"**. The Court directed that the findings from the analogous case of CWP No. 2100 of 2021 (*M/s Renny Steels*) shall apply *mutatis mutandis*.

c. That in purported compliance, the Respondent refunded only **Rs. 4,08,295/-** via bill dated **08.04.2025,** calculating interest at simple bank rates. This partial payment was made after an inordinate **delay of more than one and a half years from the High Court's order**.

d. That the Appellant filed a fresh complaint (No. 1453/202506/16) before the CGRF, challenging the wrongful calculation of interest as being contrary to Clause 5.7.3 of the Supply Code, 2009. The CGRF dismissed this complaint vide the Impugned Order dated 04.09.2025.

e. That the instant case is similar like 23/2025 & 24/2025 cases.

30. After referring to the above specific contentions of the Complainant and the findings of this authority under **para-21 to 29 above**, let us examine the instant case with '**withholding**' period point of view as under:

a. That actual period of refund is from the year 2008 to 12.07.2019 wherein as per record the amount of 10.00 Lac. was refunded on 12.07.2019.

b. Subsequently, as per order dt. 13.10.2023 in CWP No 2096 of 2020 of Hon'ble High Court, the entitlement **of interest was pronounced from the date of deposit of amount till the date of actual payment i.e. year 2008 to 12.07.2019.**

c. **The Complainant as per record has paid the interest of Rs. 4,08,295/- on 18.03.2025 with a delay of one and a half year.**

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d. So, delay on interest accrued on the interest of principal amount of Rs. 10.00Lac during **'withholding'** period commencing for 13.10.2023 until payment, be made.

31. After examining the documents placed on record, submissions made by the Complainant, the reply submitted by the Respondent, Arguments advanced by both the parties, it has been observed that although the Respondents on their part have complied to the said order but again **maintained a gap of more than one and a half year** w.r.t. dt. 13.10.2023 in CWP No 2096 of 2020 of Hon'ble High Court, after the entitlement **of interest was pronounced from the date of deposit of amount till the date of actual payment** and accordingly, it will further increase the withholding period until final payment as the gap apparent to the face of record needs to be filled up to arrive at platform of amenability for judicious settlement in terms of provisions and to square out the **'Universal'** proposition i.e ***the money is having carrying cost*** which was also explicitly emphasized by the Ld. Counsel for Complainant during arguments, needs to be seen in the interest of justice. This authority is also of the considered view that no competent court of law shall allow such gap if it emanates **'Universal'** essence of justice in the public interest.

32. This authority feels it pertinent to mention that the Hon'ble Supreme Court considers this type of gap as retention of amount. The Complainant under **para 2.2** of his representation has mentioned about the sanctity of carrying cost which is reproduced as under:

"**2.2. Interest is Payable as "Carrying Cost" as per Settled Law by the Supreme Court:** It is a settled principle of law, repeatedly affirmed by the Hon'ble Supreme Court of India, that a party must be compensated for the wrongful retention of its funds. By whatever nomenclature it is called—be it interest, compensation, or **carrying cost**—the underlying principle is one of restitution to prevent unjust enrichment. The Respondent, having wrongfully retained the Appellant's funds for over a decade, is liable to pay interest to restore the Appellant to the position they would have occupied. This principle has been firmly established in cases such as ***Indian Council for Enviro-Legal Action v. UOI (2011) 8 SCC 161*** and ***U.P. Power Corpn. Ltd. v. NTPC Ltd. (2009) 6 SCC 235***."

33. Now let us delve on the issue of misconception of interest in terms of clause 5.7.3 of the Supply Code 2009. The Complainant under para 2.3 of his representation has contended as under:

"**2.3. Incorrect and Narrow Interpretation of Clause 5.7.3:** The Forum erred in holding that Clause 5.7.3 of the Supply Code applies only to "erroneous billing". This clause is the specific regulatory mechanism designed to give effect to the legal principle of paying interest on any "excess amount" withheld by the licensee. The deposit of Rs. 10 Lakhs, being refundable, squarely falls under this definition. To ignore this clause is to ignore the primary tool for providing the legally mandated carrying cost."

34. Let us now delve on the issue of misconception on the application of prevalent supply code clause 5.7.3 on payment of interest when the bill is not erroneous. The Respondent holds that this applies to erroneous billing. This authority after attending to so many averments of similar nature, deduces that the above opinion shall defeat the very purpose of mandate of Hon'ble Supreme Court on privilege of carrying cost for wrongful retention of funds as stated under para-33 above.

35. This requires reiteration of very specific parts of clause 5.7.3 and Regulation 26a(ii) for analysis purpose which are as under:

a. Clause 5.7.3

"*-------if the amount paid by the consumer 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 the licensee immediately thereafter.* ***The licensee will pay to such consumer interest on the excess amount---------***"

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------"

36. In the instant case, this authority draws considered opinion from the above specific part of clause 5.7.3 of supply code that the amount to be refunded shall be construed as excess/undue amount paid by the Complainant or excess amount remained with the Respondent Board and warrants refund (of excess amount) with interest in terms of prevalent provisions while issuing revised bill after executing overhauling of the accounts by the Respondents.

37. The above opinion draws inferences that **one thing is common** if we read clause 5.7.3 with Regulation 26a(ii) i.e excess amount or undue amount if it remains with the Respondent, it warrants return with interest at the rate fixed by the Commission from time to time. It is further added that excess amount retained may be due to any reason whether erroneous billing, rebate or excess amount of the kind as remained with the Respondent in the instant case. In all these cases if proved legitimate then the interest in terms of these provisions @ as provided in the Regulation 26a(ii) or Supply Code clause 5.7.3 whichsoever applicable is to be given. Here, rest the viewpoints of this authority on this misconception.

38. While scrutinizing relief sought by the Complainant in respect of interest @15% towards refund claimed, it is observed that 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, which is reproduced as under:

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

39. Whereas the complainant has not given cognizance to the rate of interest i.e. 12% for the period falling within the scope of amended Regulation 26a(ii) notified on 20th January,2022 of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) which is read as under:

> "12. **Amendment of Regulation 26.-**
>
> *(1) In Sub-clause (ii) of clause(a) of Sub- regulation (2), for the words and figure "15percent", the words and figure "12 percent" shall be substituted;"*

40. From the above analysis, it is conceived that any refund, 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 with Regulation 26 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 26 in terms of above findings and any *interest on the excess amount prior to 31.07.2018 shall be calculated at twice the SBI's Short Term PLR prevalent on the first of April of the relevant year.*

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41. In terms of foregoing findings, it is established that the interest for withholding period of 13.10.2023 onwards till it is finally disposed of, still remains pending at Respondent's end is to be paid.

42. In view of foregoing findings and analysis, the order is issued as under:

a. **The order dt. 04/09/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1453/202506/16 is upheld partially and the paras not in conformity with the findings of this order are quashed.**

b. **The Respondent Board in terms of findings under para-30 is directed to recompute interest for the period from 2008 to 12.07.2019 and carry over the same interest for further computation in the withholding period reckoning from 13.10.2023 till the time it is actually paid in totality after accounting for (if required) the amount of Rs. 4,08,295 earlier refunded through bill dt. 08.04.2025.**

c. **That in terms of finding under para-40, the amount of interest be computed in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 @15% for the period till applicable under this code and thereafter in consonance with the Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified on 20th January,2022 @12% for the period of rebate falling within the scope of amended Regulation 26a(ii)** and any *interest on the excess amount prior to 31.07.2018 shall be calculated at twice the SBI's Short Term PLR prevalent on the first of April of the relevant year,* **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.**

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d. The Respondent Board is further directed to pay/adjust the differentials within 30 days excluding holidays from the date of issuance of this order to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for initiation of appropriate action by the Commission under the provisions of the Electricity Act, 2003 and brunt on individuals.

e. After resorting to exhaustive findings, this authority under the powers drawn in terms of Regulation 37(3)(d)(e) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, in the public interest advises that Respondents must make fast disposal of the legitimate claims to avoid such type of unprecedented additional fiscal brunt.

f. 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.

g. No cost to litigation.

h. In terms of above findings, the Complaint filed by M/S Kundlas Loh Udyog, Village Balyana, PO Barotiwala, Tehsil Baddi, District Solan, HP-174103is hereby disposed of.

i. 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.

H.P. Electricity Ombudsman Khalini, Shimla-2

Given under my hand and seal of this office.

Dated: 28/11/2025
Shimla

Electricity Ombudsman