



In the matter of:

Complaint No. 04/2025

M/s Magbro Healthcare Pvt. Ltd. Village Messa Tibba, P.O. Manjholi,
Nalagarh-174101(H.P)

-Complainant

Vs

1. Executive Director (Personal), HPSEB Ltd, Vidyut Bhawan, Shimla-171004.
2. Sr. Executive Engineer, Electrical Division, HPSEBL, Nalagarh-174101.
3. The Assistant Engineer (E), Elect. Sub-Divn-I HPSEBL, Nalagarh--174101

-Respondents

1. Complaint No. 04/2025 (Registered on 05/03/2025)
2. (Orders reserved on 07/04/2025, Issued on 22/04/2025)

The Complainant: -Sh. Manik Seith, Advocate

- Sh.Rakesh Bansal, Authorized Representative

The Respondents: -Sh. Rajesh Kashyap, Advocate

- Er. C.R. Verma, ESD, Nalagarh

QUORUM

Er. Deepak Uppal

HP Electricity Ombudsman

Order

1. The case was registered and received on 05/03/2025, filed under Regulation 28(1)(b), of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 against the final Order dated 06/02/2025 passed by the Consumer Grievance Redressal Forum at Kasumpti in Complaint No. 1431/202409/27.
2. As per record the Complainant had also submitted the proof of having deposited 50% of the disputed amount with the Respondents and also

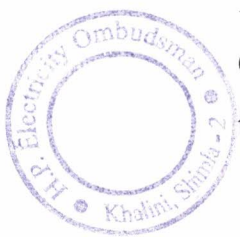


Deepak Uppal



annexed receipts of supplying the copies of representation to all respective respondents.

3. The complainant had also filed an Application under Regulation 36(1) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 and prayed for restraining the Respondent Board from disconnecting the electricity supply to the premises of the Complainant as well as stay the demand notice dt.23.08.2024 during the pendency of the complaint.
4. Case called, the matter was heard for admissions on 18/03/2025. After listening to both the parties the prayers granted and the matter was admitted only to the extent of initiation of proceedings. The Respondent Board submitted reply on 18/03/2025 after the admission hearing which was taken on record and the Complainant was further directed to submit Rejoinder if any within weeks' time. The case was listed for final arguments on dated 07/04/2025.
5. Case called, the matter was heard on 07.04.2025. The authorized representative for the Complainant submitted Rejoinder-cum-Written Arguments in the court room on dt. 07/04/2025 which was taken on record. 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.
6. The deliberations made by the Assistant Engineer representing Respondent Board and participation in discussions were appreciable. Both Id. Counsel for Respondent Board and the Authorized Representative for the Complainant advanced their arguments to the brim. After listening to both the parties at length, the arguments were concluded and order reserved.



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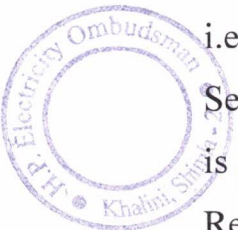
A-Brief Facts of the Case:

1. M/s Magbro Healthcare Pvt. Ltd. Village Messa Tibba, P.O. Manjholi, Nalagarh bearing Consumer ID 100012000790 is a Large Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL.
2. The Respondent raised Demand Notice dated 23/08/2024 amounting to Rs 20,93,499/- for the period August,2018 to September,2023 due to less recorded consumption on account of defective metering which had previously not been charged in the bills of respective months.
3. The detailed facts of the case stand placed under the heading **“The Complainant’s Submission”**, hence for the sake of brevity, the same are not reiterated.

B-The Complainant’s Submission:

PROLOGUE/ BACKGROUND:

The Complainant submits that Magbro Healthcare Pvt. Ltd., is filing the said complaint through Sh. Sudhir Maingi, authorized representative of the company, who has been authorized vide resolution to sign, institute, verify swear affidavits, suits, complaints, appeal and other proceedings to protect the interest of Magbro Healthcare Pvt. Ltd. and to engage counsel(s)/Advocate (s)/representatives (s). The complainant firm is filing the said complaint under Regulation Nos. 28(1)(b) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulation 2013 as the complainant is not satisfied by the orders dated 06.02.2025 passed by the Ld. Forum. The complainant/applicant company is a consumer under the Electricity Act, 2003 i.e. Section 2 sub-Section 15 and the respondents are distribution licensee under Section 2 sub-section 17 of the Electricity Act, 2003. The complainant company is also a consumer under Section 3 (d) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulation 2013. The respondents/non-



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applicants have failed to adhere to the provisions of tariff orders notified from time to time by the Himachal Pradesh Electricity Regulatory Commission under the Electricity Act, 2003 and have stopped allowing any further the legitimate rebate on energy charges for the period notified in the tariff orders. The complainant approached the Consumer Grievances Redressal Forum of HPSEBL, for redressal of his grievance, who, in the end of the proceeding dismissed the complaint without any relief to the complainant.

1. Facts of the Case

Date	Event/ Description	
24.08.2023	The complainant's industrial connection was being metered by meter Sr. No. 11377051, which was in service since several years. The said meter was removed and another meter with Sr. No. X0697534 was installed in its place, on suspicion of malfunctioning of the meter by the field staff of the respondents. Thereafter the billing was carried out on the readings recorded from the new meter.	
17.11.2023	The removed meter with Sr. No. 11377051 was sent for testing to the Assistant Engineer, Metering and Testing Laboratory, HPSEBL, Solan for testing and analysis vide the cover of letter no. HPSEBL/ESD-1/RE-26/2023-24- 1647-49 dated 17.11.2023.	C1





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

22.11.2023	The meter was tested by the testing laboratory and the result was communicated vide Letter No. HPSEBL/MTSD/L-2/2023-24-287-88 dated 22.11.2023. The lab informed the respondent No. 2 that the meter was slow by 20% and that it has failed on Accuracy test.	C2
23.08.2024	The respondent No. 2 issued demand notice no. HPSEBL/ESDN-1/Notice/2024-25-488-89 stating short assessment of energy charges for meter No. 11377051 demanding an amount of Rs. 20,93,499/- for the billing period August, 2018 to Sept, 2023, which is approximately than five years and one month. It is also stated in the notice that the assessment has been carried out for slowness of 20% for the period Aug, 2018 to Nov, 2022, whereas slowness of 33% was charged w.e.f. Dec 2022 to Sept, 2023. The notice further stated that the said amount of Rs. 20,93,499/- if not deposited within 15 days, the same will be charged to the upcoming next energy bill.	C3
31.08.2024	The complainant filed the grievance	



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

	before the Hon'ble Forum.	
17.09.2024	The respondent added/ adjusted the amount of demand notice in the energy bill of the complainant. The complainant only paid a sum of Rs. 438874/- calculated on the basis of current consumption without any arrears. The bill issued by the respondents was for Rs. 25,32,373/-.	
13.09.2024	The Ld. CGRF issued interim orders directing the complainant to deposit one third of the disputed amount calculated to Rs. 6,97,833/- before 25.09.2024.	
21.09.2024	The complainant deposited one-third amount of Rs. 6,97,833/- vide transaction ID No. YCPN2441418935	
06.02.2025	The Ld. CGRF pronounced the final orders on the grievance, not allowing any relief to the complainant and hence this representation.	

2. Grievance details:

- 2.1** The Complainant submits that they approached the Ld. Forum with a grievance against the supplementary demand of Rs. 20,93,499/- raised by the respondents on account of inaccurate/ slow metering for the period


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August 2018 to September 2023. The demand raised by the respondents included two sub-issues:

- A) demand for slowness @ 20% for the period August 18 to Nov 22
- B) demand for slowness @ 33% for the period December 22 to Sept 23

- 2.2** The Complainant submits that they did not dispute the test results of the test carried out by the M & T Laboratory, from which the defective meter was got tested on the request made by the respondents. The laboratory reported the slowness of 20% in the meter and failure in the Accuracy Test. An accuracy level of 0.5% is allowed as per CEA (Installation and Operation of Meters) Regulations, 2006 notified under section 55 of the Electricity Act, 2003.
- 2.3** The Complainant submits that they sought relief in terms of the provisions of Clause 4.4.8(i) of the Himachal Pradesh Electricity Supply Code, 2009, which limits the past overhauling period to six months if the meter on testing is found to be beyond the limits of accuracy as specified in the Regulations.
- 2.4** The Complainant submits that the Forum has further directed the respondents to compute and claim interest from the complainant as per clause 5.7.3 of the Supply Code, 2003, which is only attracted on the licensee in the cases of failure of refunding the excess billed amount to the consumer and cannot be applied vice versa.

1. Grounds/ Contentions of the Complainant:

The Complainant submits that feeling aggrieved and dissatisfied by the impugned orders passed by the Consumer Grievances Redressal Forum, the petitioner is left with no other option/ remedy but to file the present representation on the following grounds and submissions:



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1.1 That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the said impugned orders are not consistent with the with the provisions of the Himachal Pradesh Electricity Supply Code, 2009.

1.2 That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum it is against the settled law in terms of overhauling period restricted to maximum period of six months as notified in the Clause 4.4.8 of the Supply Code, especially the sub-clause 4.4.8(i). The said limitation period of six months has its roots in the Section 26(6) of the repealed Indian Electricity Act, 1910, which is reproduced as below:

“ 26 (6) Where any difference or dispute arises as to whether any meter referred to in sub-section (1) is or is not correct, the matter shall be decided, upon the application of either party, by an Electrical Inspector; and where the meter has, in the opinion of such Inspector ceased to be correct, such Inspector shall estimate the amount of the energy supplied to the consumer or the electrical quantity contained in the supply, during such time, **not exceeding six months**, as the meter shall not, in the opinion of such Inspector, have been correct; but save as aforesaid, the register of the meter shall, in the absence of fraud, be conclusive proof of such amount or quantity:

Provided that before either a licensee or a consumer applies to the Electrical Inspector under this sub-section, he shall give to the other party not less than seven days' notice of his intention so to do.”

That after the enactment of the Electricity Act, 2003, which is a consumer-friendly legislation, a Forum of Regulators was constituted under the provisions of the Act.



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That the Forum of Regulators notified a “Model Supply Code” which served as a guideline to the various State Commissions in the country, who drafted their own Supply Codes, by including the provisions of the Model Supply Code wherever possible. Clause 5.37 of the Model Supply Code is as follows:

“5.37 The licensee shall dispatch the test report to the consumer, to be received under acknowledgment, within 2 working days of the date of testing. In case of faulty meter, rectification for a maximum period of six months or from the date of last testing, whichever is shorter, on the basis of the test report, shall be adjusted in the subsequent bill.”

Himachal Pradesh Electricity Regulatory Commission, among several other Commissions such as Punjab, Kerala, Maharashtra etc. also included similar provision limiting the period of overhauling to a maximum of six months in case of defective metering.

That the said limitation period was notified in clause 4.4.8(i) of the Supply Code, the words of which are reproduced below:

“4.4.8 Overhauling of consumer accounts -

“(i) If a meter on testing is found to be beyond the limits of accuracy as specified in the regulations framed by the Authority under Section 55 of the Act, the electricity charges for all categories of consumers will be computed in accordance with the said test results for a period of six months immediately preceding -

(a) the date of test in case the meter has been tested at site to the satisfaction of the consumer; or



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- (b) the date the defective meter is removed for testing in the laboratory of the licensee where such testing is undertaken at the instance of the licensee ; or
- (c) the date of receipt of request from the consumer for testing a meter in the laboratory of the licensee.

Any evidence provided by the consumer about conditions of working and/or occupancy of the concerned premises during the said period(s) which might have a bearing on computation of electricity consumption will, however, be taken into consideration by the licensee.”

This ensures that billing adjustments are confined to a maximum retrospective period of six months as per regulatory framework.

- 1.3** That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum also ignored the provisions of the Condition No. 9.3.5.1 of the Conditions of Supply, which is exactly the same as clause 4.4.8(i) of the Supply Code, 2009 and is reproduced below:

“9.3.5.1 If a meter on testing is found to be beyond the limits of accuracy as specified in the regulations framed by the authority under section 55 of Act, the electricity charges for all categories of consumers will be computed in accordance with the said test results for a period of six months immediately preceding

- a) the date of test in case the meter has been tested at site to the satisfaction of the consumer; or*
- b) the date on which the defective meter is removed for testing in the laboratory of HPSEBL, where such testing is undertaken at the instance of HPSEBL; or*





c) the date of receipt of request from the consumer for testing of meter in the laboratory of HPSEBL.

Any evidence provided by the consumer about conditions of working and/or occupancy of the concerned premises during the said period(s) which might have a bearing on electricity consumption, will, however be taken in to consideration by HPSEBL.”

1.4 That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the said orders exceeds the jurisdiction of the Ld. CGRF to pass an order beyond the provisions notified in the Supply Code by the Commission

1.5 That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the same are not in line with the several other orders passed by the Ld. CGRF in similar cases where the limitation period of six months for overhauling has been upheld by the Ld. Forum. Two such orders out of many others, were also placed on record before the Ld. Forum in the following complaint numbers:

M/s Ind Sphinx 1421/1/16/009

M/s Theon Pharmaceuticals Ltd. 1431/1/18/081

The Ld. Forum ignored the submissions made by the complainant and did not even care to discuss these submissions while passing the orders.

That it is further brought into the knowledge of the Hon'ble Ombudsman that no such orders or the limitation period of six months has ever been challenged/ assailed by the respondents before any higher authority under the law. This clearly means the acceptance of the limitation period under 4.4.8(i) of the Supply Code, 2009 by the respondents.





That there are several other similar orders of other states as well where the respective CGRFs and Ombudsman have upheld the limitation period of six months.

- 1.6** That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum has ordered against the limitation period of six months which has been provided to protect the consumers from unlimited retrospective overhauling due to negligence of the respondents in the checking the data which was available with them for all these years and the meter could have been changed five years ago.
- 1.7** That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum has failed to take into consideration the test results of meter and have instead given cognizance and reliance to the MRI data. The Ld. Forum failed to appreciate that merely the proof of less metering is not enough to raise a claim. The procedure in the regulations is very clear that the meter has to be tested, and in the present case such testing had been carried out and the meter was established to be defective and to have failed to meet the accuracy requirements. The MRI data however come to assistance for determine and calculate the complainant's liability for past six months accurately and also to establish that the defect continued for the entire period of six months. Mere reliance on MRI data for overhauling for indefinite period is not provided in the procedure and in the law.
- 1.8** That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum also failed to appreciate the fact that the slowness of 20% was only established in 2024 when the meter was tested. At that point of time the meter was 20% slow. There could have been different results of slowness a year or two ago. Therefore, in order to protect the consumer from unending retrospective overhauling,





the limitation period of six months have been provided in the regulation in order to safeguard the consumer interest. The consumer, even due to other ambiguities agreed for the overhauling period of six months as provided in the supply code.

- 1.9** That the orders passed by the Ld. CGRF are bad in law and deserve to be quashed and set aside as the Ld. Forum has ordered the respondents to recover interest as per Clause 5.7.3 of the Supply Code from the complainant. The Ld. Forum has erred in dealing with Clause 5.7.3 as the same is applicable only for payment of interest to the consumer by the licensee.

“5.7.3 If on examination of a complaint, 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 the licensee immediately thereafter. The licensee will pay to such consumer simple interest on the excess amount @ 15 percent per annum, or where the rate is fixed by the Commission at the rate so fixed, on daily basis from the date of payment till such time the excess amount is adjusted.”

The said provision is not applicable vice versa or for claiming the arrears by the licensee.

3 Prayer

In view of above the complaint prays as below:

Prayer



- a) To grant interim relief to the complainant against any coercive action by the respondents and from disconnection of electricity during the pendency of the proceedings in the present matter;
- b) To quash and set aside the orders dated 06.02.2025 passed in Complaint No. 1431/202409/27 for the reasons stated in the representation;
- c) To direct the respondents to overhaul and recalculate the liability of the complainant only for the past period of six months as per provisions of 4.4.8(i) of the Supply Code, 2009;
- d) To direct the respondents to pay interest on the amount charged in excess and the amount that is refundable to the complainant, at simple interest @ 15% p.a. on daily basis on the amounts already deposited against impugned demand notice;
- e) To direct the respondents to compensate the complainant towards cost of the complaint amounting to Rs. 1,00,000/-.
- f) To Call for the record of the case.

Any other or further orders which this Hon'ble Forum may deem fit and proper, in the facts and circumstances of the case may kindly be passed in favour of the complainant company and against the respondents/distribution licensees.

C- The Respondent's Submission:

1. The Respondent submits that the contents of para no1 of the complaint insofar as they pertain to the matter of record are not denied rest of the averments which are contrary to the record are wrong and incorrect hence vehemently denied. It is submitted that the Id Forum has passed very reasoned and speaking order dealing with each and every aspect of the matter and thus there is no such illegality or irregularity appearing in the impugned order. Thus, the order dated 6/02/2025 is required to be upheld by this Hon'ble Ombudsman. For the sake of brevity, it is submitted that the





complete record pertaining to the matter had already been submitted containing detailed MRI data and other relevant information, as such the record of the case may be summoned from the Id CGRF and may be taken into consideration while disposing of this present representation.

2. The Respondent submits that the contents of para no1 of the complaint insofar as they pertain to the matter of record are not denied rest of the averments which are contrary to the record are wrong and incorrect hence vehemently denied. At the cost of repetition, it is submitted that Id Forum has passed very reasoned and speaking order dealing with each and every aspect of the matter and thus there is no such illegality or irregularity appearing in the impugned order. Thus, the order dated 6/02/2025 is required to be upheld by this Hon'ble Ombudsman.

3. Reply to the grounds/ contentions of the complainant:

- 1.1. The Respondent submits that the contents of this para are totally wrong and incorrect hence vehemently denied. It is denied that the impugned order is in contravention to the provisions of the HP Electricity Supply Code, 2009. However, it is submitted that if the impugned order is perused, it will leave no manner of doubt that the Id. CGRF has categorically dealt each and every issue involved in the matter and returned its findings based on the solid reasoning and appreciation of the regulations on the points.

- 1.2. The Respondent submits that the contents of this para are totally wrong and incorrect hence denied. It is wrong to allege that the overhauling was required to be done only for six months. It is submitted that clause 4.4.8 of the HP Electricity Supply Code, 2009 has been totally misinterpreted and misconceived by the complainant in the given facts and circumstances of the case. It is submitted that impugned demand notice pertains to the short assessment on account

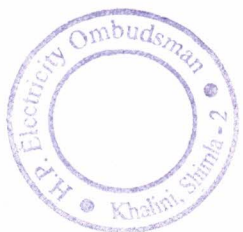


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of the missing of Y phase of meter intermittently from August 2018 to November, 2022 and from December 2022 to September 2023 qua the missing of B phase of meter, which is clearly evident from the MRI report which is available on record of the Id CGRF file as Annexure R-7. The Id Forum has categorically held that when meter is capable of recording and storing data, however defective metering equipment/defective instrument transformers or defective inputs therefrom data of consumption will not have been recorded accurately. However, the meter would have recorded some consumption data and stored the event of the missing input electrical parameter, thus establishing the fact of defective metering and also depicting the reasons for defective metering, which can be retrieved using an MRI. Thus it is crystal clear case of the defective metering and the reliance of the complainant upon clause 4.4.8 of the HP Electricity Supply Code is totally misplaced herein. This clause is applicable in the scenario when a meter on testing is found to be beyond the limits of accuracy as specified by the Central Electricity Authority (CEA) under section 55 of the Electricity Act, 2003. The Id Forum has rightly appreciated the fact that if the metering equipment/instrument transformers etc. or inputs therefrom along becomes defective while the MRI date is available, then it is not necessary to send the meter or the metering equipment for testing to a laboratory for estimating the quantum of unrecorded consumption in the past, unless its accuracy vis-à-vis its accuracy class is under question. As such there is no infirmity or illegality in the order impugned and the representation is liable to be dismissed.

- 1.3. The Respondent submits that the contents of this parainso far as they pertain to the recital of clause 4.4.8 and instruction 9.3.5.1 are matter





of record. However, it is submitted that reliance of the complainant is totally misplaced herein, for the reasons stated in the para ibid and finding of the 1d CGRF.

- 1.4. The Respondent submits that the contents of this para are wrong and incorrect hence denied.
- 1.5. The Respondent submits that the contents of this para are totally misconceived one hence not admitted. It is submitted that 1d CGRF has categorically returned to the finding and given details justification for the impugned demand and distinguished the issue qua the clause 4.4.8. It is submitted that there is no such issue of the accuracy of class of meter involved in the present case. The consumer's reliance on an earlier CGRF order, which limited account overhauling to six months for defective metering and was not challenged by HPSEBL, does not create a binding precedent for future cases, as CGRF orders are case-specific and not judicial precedents. The principle of res judicata does not apply in consumer disputes before regulatory forums, and each case must be adjudicated on its own merits. The mere fact that HPSEBL did not challenge the previous order does not imply an admission of legal correctness; rather, it could have been an administrative decision based on the quantum of dispute. Furthermore, Clause 4.4.8 of the HP Electricity Supply Code, 2009, is not universally applicable to all cases of meter defects but is contingent upon the nature and cause of the defect. If the later CGRF has distinguished the present case by analyzing technical evidence such as MRI data, tamper reports, or the nature of the defect and has correctly found Clause 4.4.8 to be inapplicable, then the consumer cannot selectively claim a right based on a past decision that did not undertake the same analysis. It is submitted that Regulatory





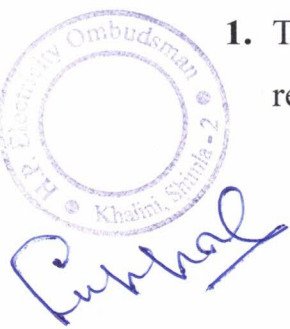
compliance demands accurate billing, and where prolonged defects or tampering are detected, the assessment cannot be arbitrarily restricted to six months unless explicitly mandated by the Supply Code. Judicial principles mandate that an incorrect regulatory interpretation in a prior case does not bind authorities from rectifying the legal position in subsequent cases. Therefore, respondents/HPSEBL submit that the later CGRF decision, which distinguishes facts and correctly applies the Supply Code, must prevail, and the complainant/consumer's demand for similar treatment must be rejected, as it is neither legally nor factually sustainable. Thus the complaint being meritless may kindly be dismissed.

- 1.6. The Respondent submits that the contents of this para are wrong and incorrect hence denied.
- 1.7. The Respondent submits that the contents of this para are wrong and incorrect hence denied.
- 1.8. The Respondent submits that the contents of this para are wrong and incorrect hence denied.
- 1.9. The Respondent submits that the contents of this para are wrong and incorrect hence denied.
4. The Respondent submits that in view of above, it is therefore, most respectfully prayed that the complaint/representation filed by the complainant being meritless deserves only dismissal in the interest of justice and fair play.

D- The Complainant's Additional Submissions through Rejoinder:

The Complainant submits:

1. That nothing in this rejoinder may be taken as admittance of any contents of the reply unless they are specifically admitted in this rejoinder.





2. That the submissions made earlier in the representation be considered as part and parcel of the grievance of the complainant and nothing stands dropped in view of the reply submitted by the respondents.
3. That the respondents are trying to evade the main contention of the complainant that under the Clause 4.4.8 of the Supply Code, 2009, the account of the complainant can only be overhauled for the maximum period of six months preceding the date of removal of the meter (24.08.2023) from the site, whereas the respondents have raised the demand for a period of more than 5 years.
4. That the respondents as well as the Forum has failed to recognize the intent of Clause 4.4.8 of the Supply Code, in which the consumer has specifically been protected for overhauling for an unlimited period in the cases where the metering is defective. As has already been submitted in Para 1.2 of the representation that the roots of six months overhauling lie in the Clause 5.37 of the Model Supply Code issued by the Forum of Regulators and such provision has been adopted by many states in India.
5. That this is undoubtedly clear case in which the meter has been proven to be inaccurate by the testing laboratory of the respondents, which has stated that the meter had failed in the accuracy test and the slowness of the meter has been established at 20%, while only the inaccuracy allowed by the CEA Regulations is only 0.5%.
6. That the respondents and the Ld. Forum have miserably failed in establishing the type of cases that would qualify for six months' overhauling, while rejecting the complainant's submissions. If the orders of the Forum are to be believed then there is no such case, where the six months' overhauling will apply. The whole purpose of the clause 4.4.8 of the Supply Code, 2009 will stand defeated.
7. That it is the settled law that the consumer account cannot be overhauled for a period more than six months. In cases of defective metering, the Punjab Electricity Ombudsman has consistently upheld the principle that consumer



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accounts should be overhauled for a limited period, typically not exceeding six months. This approach aligns with Regulation 21.5.2 of the Punjab State Electricity Regulatory Commission (Electricity Supply Code and Related Matters) Regulations, 2014, which stipulates that accounts should be adjusted based on the average consumption of the corresponding period in the previous year, subject to a maximum of six months. For instance, in the case of Meena Kumari vs. Punjab State Power Corporation Limited (January 24, 2024), the court emphasized that the account of a consumer should be overhauled for the period during which the meter remained defective, dead stop, burnt, or stolen, with a maximum limit of six months. The court noted that this regulation presupposes continuous electricity supply and does not apply in cases where the supply was disconnected.

The Electricity Ombudsman, Punjab in Appeal No. 2 of 2017 in the case of M/s Satpal Banarasi Dass has restricted the overhauling period to six months only. The said order is placed at **Annexure C6**.

In another order the Electricity Ombudsman, Punjab in Appeal No. 3 of 2017, which too is placed at **Annexure C7**.

The Electricity Ombudsman, Haryana in Appeal NO. 32 of 2015 in the matter of M/s Indus Towers Ltd. versus UHBVNL has similarly ordered (**Annexure C8**) overhauling to the extent a maximum period of six months.

The overhauling for six months is not just in the State of Himachal Pradesh but is widely prevalent in the country.

In the case of Punjab State Power Corporation Ltd. vs. Dr. Ramanpreet Singh (December 23, 2022), the consumer's meter was reported defective in June 2018 but was not replaced for over 12 months. The court held that, according to the Supply Code, 2014, the distribution licensee is required to inspect and replace a defective meter within specified timeframes. The failure to do so

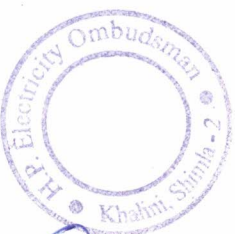




constituted a deficiency in service, and the court directed that the consumer's account be overhauled as per the regulations, limiting the period to six months. Punjab and Haryana High Court has adjudicated cases similar to those addressed by the Punjab Electricity Ombudsman concerning the overhauling of consumer accounts due to defective electricity meters. A notable example is the case of Meena Kumari vs. Punjab State Power Corporation Limited, decided on January 24, 2024. In this case, the court examined the application of Regulation 21.5.2 of the Punjab State Electricity Regulatory Commission (Electricity Supply Code and Related Matters) Regulations, 2014. The regulation stipulates that a consumer's account should be overhauled for the period during which the meter remained defective, dead stop, burnt, or stolen, with a maximum limit of six months. The court emphasized that this regulation presupposes continuous electricity supply and does not apply when the supply was disconnected.

In a judgment dated August 2, 2017, the Bombay High Court interpreted Regulation 15.4.1, which pertains to billing in the event of defective meters. The regulation stipulates that in cases of defective meters, the consumer's bill should be adjusted for a maximum period of three months prior to the month in which the dispute arises, based on the results of the meter test. The court underscored the necessity of providing the test report alongside the assessed bill to ensure transparency and fairness in billing.

These judgments from various High Courts reinforce the principle that in cases of defective metering, consumer accounts should be overhauled for a limited period, typically ranging from three to six months, depending on the specific regulations applicable in the respective jurisdictions. This approach ensures fairness and prevents undue financial burdens on consumers due to inaccuracies in electricity metering, the responsibility of which lies with the electricity suppliers.

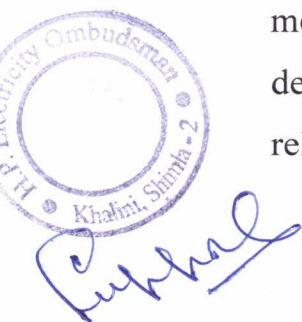


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The respondents are thus deliberately trying to counter and override the provisions of clause 4.4.8 of the Supply Code, 2009. The overhauling is required to be carried out for a maximum period of six months, even if it is said to be on account of phase missing.

8. That the respondents have failed to take cognizance of the facts that in the past the several orders have been passed by the Ld. CGRF and all these orders were implemented by them as also none of them assailed the details of some of which are submitted in Para 1.5 of the representation. Some of such orders have also been attached with rejoinder filed before CGRF. Overhauling for a period of six months is a settled law within the also. The respondents are wrong in saying the principle of res judicata is not applicable before the Hon'ble Ombudsman. Same justice has to be given when the cause of action/ circumstance / reasons are same or similar.
9. That the respondents and Ld. Forum have also failed to appreciate the fact that the meter was tested to be slow by 20% only at the point of time when it was tested i.e. 22.11.2023. There is no certainty or evidence that the meter was slow by 20% during the entire period of about 5 years. It could have been slow by a lower percentage or a different percentage during different years or even if the respondents are wrong in determining the period across which the meter was inaccurate.
10. That the respondents and the Ld. Forum has relied on the MRI data, the credentials of which are doubtful, since the meter is defective. When a meter is proven to be defective its MRI data is obviously not upto the mark. Drawing conclusions out of it will lead to compounding of the mistake. Therefore, any calculations or conclusions cannot be based on the MRI data of a defective meter and it should be excluded from evidence for proving that the meter was defective for a period of five years. It is only the test of the meter, which can be relied upon for a limited period of six months only.





11. That the Supply Code, 2009 nowhere provides for overhauling on the basis of MRI data during the defective period of the meter. In fact, MRI data finds no mention in the Clause 4.4.8 of the Supply Code, 2009. It only provides for overhauling on the basis of past / future consumption during the period when the meter is believed to be running accurately, depending on the circumstances in each case, which have been detailed in the Clause 4.4.8 of the Supply Code, 2009.
12. That the intermittent missing of Y phase is an interpretation made by the respondents, which too is a case of defective metering. Also, the missing of Phase B is part of the defective metering. The impugned defective meter, which had numerous defects is also stated to be recording energy correctly. The respondents' contention that the meter was recording correct current/ voltage in the other two phases also cannot be relied upon, in view of the multiple defects that has been reported by the respondents themselves. However, the complainant continued to pay the electricity bills on regular basis without even realizing that something was wrong.
13. That the basis of concluding that the meter was defective since last five years or so cannot be believed as the complainant's consumption record does not indicate in any manner, a sudden change in the energy bills issued to him.
14. That the less recording of current in a phase in the MRI data can also be the result of unbalance load on the three phases and cannot be conclusive evidence that the meter was defective.
15. That there is no term such as "prolonged defects", as mentioned anywhere mentioned as an exception in the Supply Code, 2009.
16. That the provisions, particularly inserted with a view to protect the consumer must be adhered to while passing orders in the present matter.
17. That the respondents have miserably failed in discharging their duty of testing the meter periodically for which the complainant cannot be held responsible.





Why is it that it took the respondents five years to realize that there was some discrepancy in metering, while the MRI Data which is being relied upon, was always with them, from the first bill during which the meter was stated to be defective.

18. That the respondents have failed to test the meters periodically at a fixed frequency.

19. In view of above, it is prayed before the Hon'ble Ombudsman that in view of the submissions made herein and through the main representation, may be considered while passing final orders in the present matter.

E- The Complainant's written Arguments:

The Complainant submitted Rejoinder-cum-Written arguments, hence the same is considered as part and parcel of the written arguments for record purpose.

F- The Respondent's written Arguments:

The Respondent did not submit any written arguments instead preferred oral arguments.

G- The Arguments of both during proceedings :

The final arguments were conducted on 07/04/2024 and both the parties were given opportunity to argue their contentions at length.

1. The Id. Counsel and Authorised Representative for complainant-initiated arguments and placed before the court the following key points of grievances:

- a. that the complainant's industrial connection was being metered by meter Sr. No. 11377051, which was in service since several years. The said meter was removed on dt. 24/08/2023 and another meter with Sr. No. X0697534 was installed in its place, on suspicion of malfunctioning of the meter by the field staff of the respondents. Thereafter the billing was carried out on the readings recorded from the new meter.





- b. that the removed meter with Sr. No. 11377051 was sent for testing to the Assistant Engineer, Metering and Testing Laboratory, HPSEBL, Solan for testing and analysis vide the cover of letter dated 17.11.2023 which was tested by the testing laboratory and communicated the results vide Letter dated 22.11.2023 that the meter was slow by 20% and that it had failed on Accuracy test.
 - c. that the Respondent raised Demand Notice dated 23/08/2024 amounting to Rs 20,93,499/- for the period August,2018 to September,2023 due to less recorded consumption on account of defective metering which had previously not been charged in the bills of respective months.
 - d. that the settlement period in terms of the sub-clause 4.4.8(i) should be limited for the period of six months as the meter failed in Accuracy test.
 - e. that the Forum has ordered the respondents to recover interest as per Clause 5.7.3 of the Supply Code from the complainant. The Ld. Forum has erred in dealing with Clause 5.7.3 as the same is applicable only for payment of interest to the consumer by the licensee.
2. Both the Id. Counsel and Assistant Engineer appeared as Respondents put forth their arguments and asserted:
- a. that the MRI data has very clearly established the event of missing current in Y-phase w.e.f 24/07/2018 and voltage missing events of B- phase w.e.f 30/11/2022.
 - b. that the retrieval of MRI data clearly indicates that the current missing events in Y-phase remained persistent till change of meter and added that when cut-off dates have so clearly been established than the settlement should be on factual basis, not limited to six months.
 - c. The Id. Counsel for Respondents emphasised that since the cut off dates of missing events are transparent as per record of MRI data,





the supply code provisions should not be exercised in isolation and added averments on legal opinion that sub clause 4.4.8(i) of Supply Code should be read in conjunction with sub clause 4.4.8(ii) & 4.4.8(iii) and for prudent settlement the period should not be restricted to six months in the instant case when transparently, the meter has recorded the events irrespective of prevalent conditions.

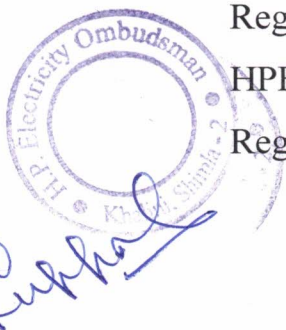
- d. The Assistant Engineer highlighted the status of CT/PTs and informed the court that while the defective meter was replaced with new meter, CT/PT remained same and hence not defective.
- e. He further added that there may be possibility that circuit associated with Y-phase current in the energy meter might not be able to sense the flow of current in the said phase and could not be recorded, however, the remaining healthy phases are sufficient to manipulate consumption rather than limited to six months.

- 3. Thereafter Id. Counsel for both the parties had detailed discussions on the issue of interest imposed on the Complainant in terms of clause 5.7.3 of the supply code and after advancing arguments, the Respondents agreed with the contentions of Complainant that the said provisions are applicable only for payment of interest to the consumer by the licensee and not to the Consumer.
- 4. The arguments were concluded and order reserved.

H- Consumer Grievance Redressal Forum Order No.1431/202409/27 dt. 06/02/2025:

ORDER

- 1. (18) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, HP Electricity Supply Code, 2009 notified by the





HPERC, Central Electricity Authority (Installation and Operation of meters) Regulations and amendments thereto and record as facts along with pleadings of the parties. This Forum has heard the parties at length. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and correspondence placed on record and arguments adduced by both the parties;

2. (19) At the outset Forum finds it expedient to reproduce the relevant provisions of code 4.3 and 4.4 of the Supply Code for the sake of convenience –

Quote

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4.3 Testing of Meters .–

4.3.1 *It will be the responsibility of the licensee to satisfy itself regarding the accuracy of a meter before it is installed at the consumer premises.*

4.3.2 *The licensee shall maintain such number of accredited testing laboratories as per the standards prescribed by the National Accreditation Board for Testing and Calibration Laboratories (NABL) as the Commission may require and all such laboratories will at*

least be equipped with testing equipment as provided in the regulations framed by the Authority under Section 55 of the Act.

4.3.3 *After testing in the laboratory, the body of the meter will be duly sealed by an officer(s) authorized by the licensee.*

4.3.4 *The licensee may also conduct periodical inspection/testing of the meters installed at the consumer's premises as per Central Electricity*



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Authority (Installation and Operation of Meters) Regulations , 2006 made under Section 55 of the Act.

4.3.5 *The Commission may also require the licensee to undertake third party testing of meters/metering equipment installed at the consumers' premises.*

4.4 Defective Meters .–

4.4.1 *The licensee will check and have the right to test any meter and metering equipment installed at a consumer's premises if there is a reasonable doubt about its accuracy and the consumer will provide the licensee all necessary assistance in conducting the test. The consumer will have the right to be present during such testing.*

4.4.2 (a) *A consumer may request the licensee to test the meter/metering equipment installed in his premises, if he doubts its accuracy. The licensee will undertake such site testing within seven days on payment of fee as specified in the Schedule of General Charges approved by the Commission.*

(b) *If, after testing, the meter is found to be defective then the fee deposited in accordance with sub-para (a) will be refunded by adjustment in the electricity bills for the immediately succeeding months. In case, the meter is found to be correct then the licensee will not refund such fee.*

4.4.3 *In case a consumer is not satisfied with the site testing of the meter installed in his premises or the meter cannot be tested by the licensee at site then the meter will be removed and packed for testing in the laboratory of the licensee and another duly tested meter will be installed at the premises of such a consumer. In the event the licensee or the consumer apprehends tampering of meter and/or its seals then the licensee and the consumer will jointly seal the packing*





containing the meter. The seals will be broken and testing undertaken in the laboratory of the licensee in the presence of the consumer, if he so desires.

4.4.4 In case of testing of a meter, removed from the consumer premises for the purpose of testing in the licensee's laboratory, the consumer would be informed of the date of testing at least seven days in advance. The signature of the consumer, or his authorized representative, if present, would be obtained on the Test Result Sheet and a copy thereof shall be supplied to the consumer.

4.4.5 (a) Subject to the provisions in sub para (b), in case a meter installed at a consumer's premises gets burnt/ broken/ defective or stops functioning, a new tested meter will be installed within the time lines specified in the schedule to the Himachal Pradesh Electricity Regulatory Commission (Distribution Licensees' Standard of Performance) Regulations, 2005. If the meter gets burnt, broken or damaged due to reasons attributable to the consumer, the licensee will debit the cost of the meter (if provided by the licensee) to the consumer who will also be informed about his liability to bear the cost.

(b) in case of failure of supply due to the burnt, broken, damaged or defective meter, the licensee shall endeavour to restore the supply on the same day by way of installation of new tested meter.

4.4.6 In case where a meter installed at a consumer's premises is reported to have been stolen and the FIR to this effect has been lodged by the consumer, supply of electricity will be immediately restored by the licensee at consumer's request by installing another tested meter and the cost of the meter shall be recovered



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from the consumer through electricity bills for the immediate succeeding months.

4.4.7 *In respect of the consumer owned defective/burnt/broken meter, the replacement shall be made by way of a licensee owned meter till such time the consumer provides a new meter duly tested as per para 4.3 and the same is installed as per provisions of this Code.*

4.4.8 *Overhauling of consumer accounts -*

(i) *If a meter on testing is found to be beyond the limits of accuracy as specified in the regulations framed by the Authority under Section 55 of the Act, the electricity charges for all categories of consumers will be computed in accordance with the said test results for a period of six months immediately preceding -*

(a) the date of test in case the meter has been tested at site to the satisfaction of the consumer ; or

(b) the date the defective meter is removed for testing in the laboratory of the licensee where such testing is undertaken at the instance of the licensee ; or

(c) the date of receipt of request from the consumer for testing a meter in the laboratory of the licensee.

Any evidence provided by the consumer about conditions of working and/or occupancy of the concerned premises during the said period(s) which might have a bearing on computation of electricity consumption will, however, be taken into consideration by the licensee.

(ii) *The accounts of a consumer will be overhauled for the period a burnt/defective meter remained at site, on the basis of energy consumption of the corresponding period of the previous year after calibrating for the changes in load, if any. In case the average consumption for the*



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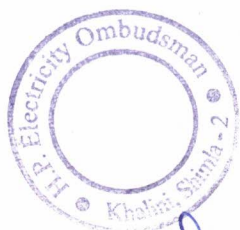


corresponding period of the previous year is not available then the consumer will be tentatively billed for the consumption to be assessed in the manner indicated in para 4 of Annexure-A and subsequently adjusted on the basis of actual consumption in the corresponding period of the succeeding year.

- (iii) *If a consumer is liable to pay an additional amount or is entitled for a refund in consequence of an overhaul of his account in accordance with sub- paras 4.4.8 (i) and (ii), the licensee will effect recovery or adjust the excess amount in the electricity bills of the immediately succeeding months.*

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3. (20) At the outset Forum observes that during the course of hearing in the matter, Complainant while stating that it had paid all bills in the past that had been raised to it by the Respondent ie during the period of defective metering, acknowledged the fact that its Industry was not under shut down during this period of defective metering. It was before this Forum for overhauling of its account only for period of 6 months as provided in code 4.3 of the Supply Code as against that done by the Respondent for the complete period of defective metering;
4. (21) Forum further observes that the Complainant has no-where denied consumption during period of defective metering nor proved less consumption during this period nor laid challenge to the MRI data of meter for this period;
5. (22) The Complainant has simply contended the action of the Respondent to have overhauled the consumer account and raised the impugned demand for a period in excess of 6 months, such action as per Complainant being in contravention to ibid reproduced code 4.4.8(i) of





the Supply Code. The Complainant has also contended that when in the accuracy Test of the meter it has been discovered that meter was slow by 20%, then the overhauling from December 2022 to September 2023 at 33%, is wrong. Simply put, the case of the Complainant is that when there is testing for accuracy of the meter, then as per code, overhauling of account of Complainant is permissible only for 6 months;

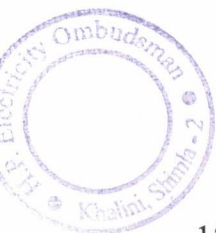
6. (23) Before the Forum delves into the complaint, it is expedient and necessary to discuss metering, testing under provisions of code 4.3 of the Supply Code, 2009 notified by the HPERC and relevance of MRI data in context of the instant matter –
7. (24) It is a known technical fact that a meter can be a single unit with the meter and Instrument Transformers in the nature of Current Transformer (CT) and/or Potential Transformer (PT) existing as a single combined unit or the meter can be with separate instrument transformers (CT, PT etc) constituting the metering equipment. Under practical conditions, when in an electrical system electrical parameter inputs such as voltages and currents to the meter are within safe limits, metering of a consumer may simply be with a meter and without metering equipment. However, when these actually exist at excessively high and unsafe levels, then the said metering equipment is deployed along with the meter to give restricted or practically acceptable and safe electrical parameter inputs to the meter. This is done by stepping down these electrical parameters namely voltages and currents using the said metering equipment;
8. (25) It is also a known technical fact that the modern-day meters are capable of recording and storing electricity consumption data, electricity supply parameters including various events related to these, which can be retrieved from the meter using an MRI. This is simply called and known as MRI data. This may not have been possible with erstwhile meters;



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9. (26) Thus, it becomes clear to Forum that under the condition when inputs by the metering equipment to the meter alone become defective but the meter is still capable of recording and storing data and events, then electricity consumption data and the electricity supply parameters data and the related events are recorded and stored in the meter and this recorded data then simply become available for retrieval using a Meter Reading Instrument (or MRI) which in simple electrical parlance is known as MRI data;
10. (27) It further becomes clear that when meter is capable of recording and storing data, however, due to defective metering equipment / defective instrument transformers or defective inputs there-from, data of consumption will not have been recorded accurately. However, the meter would still have recorded some consumption data and stored the event of the missing input electrical parameter, thus establishing the fact of defective metering and also depicting the reasons for defective metering, which can be retrieved using an MRI;
11. (28) On the basis of foregoing discussion, the Forum comes to the logical conclusion that if the metering equipment / instrument transformers etc or inputs therefrom alone becomes defective while the MRI data is available, then it is not necessary to send the meter or the metering equipment for Testing to a laboratory for estimating the quantum of unrecorded consumption in the past, unless its accuracy vis-à-vis its accuracy class is under question. However, when accuracy of meter vis-à-vis its accuracy class is under question, it will become necessary to get the meter tested in laboratory because the said MRI data does not depict accuracy of meter against its accuracy class. It may also become necessary to get the meter tested when it is not capable of recording and storing data;
12. (29) In the instant case, Complainant was installed with a three phase





single combined metering unit which included the metering equipment CT and PT and meter recorded events and electrical parameters. When the Respondent checked the meter at site it was discovered that inputs to the meter from the said CT and PT was defective during certain periods in terms of current missing in 'Y' phase and voltage missing in 'B' phase respectively. The voltage inputs parameter from the PT was rectified at site and the defective meter combined unit was sent for testing to the M&T laboratory for current missing in 'Y' phase;

13. (30) In the instant matter, Forum finds that the accuracy of meter including metering equipment / instrument transformers vis-à-vis its respective accuracy class was not under challenge by the Complainant nor was it the objective of the Respondent to get the meter tested against its accuracy class. The loss in metered consumption due to voltage missing could easily be discovered by the Respondent from the MRI data. Thus, the only discernible objective of Respondent to get the meter / metering equipment tested, would be to assess the consumption loss due to 'Y' phase current missing;
14. (31) Forum further observes that Test for accuracy of meter is done against its accuracy class only when all phases are normal. On perusal of record at **Annexure R-2** and **Annexure R-5**, Forum finds in the instant matter that despite the intimation by Respondent regarding 'Y' phase current missing, the tests on the defective meter were still conducted by the laboratory against its accuracy class limit. When there is defective metering due to missing 'Y' phase current, a laboratory test would obviously not establish the accuracy of a meter against its accuracy class but would give a general depiction of the overall loss in percentage terms for the period the test was conducted, which was in the first instance already more precisely available with the Respondent in the form and



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manner of MRI data;

15. (32) Further, from examination of the Test Report it also becomes clear to the Forum that the test results (**Annexure R5**) no-where depict the basis for arriving at the 20% error by the lab. The lab simply discovered the percentage load loss being recorded in a meter during the period of test and not on real time basis which was already available in the MRI data on real time basis. Even if such high error was to be relied upon, such high error would simply reflect defective metering due to some reason which may include but not limited to missing 'Y' phase current and certainly not accuracy of meter vis-à-vis its accuracy class;
16. (33) However, it may always be argued that such testing by a specialized laboratory is of confirmatory nature. Forum observes that to establish meter consumption loss on a percentage basis may be the point in case when meter is not capable of recording and storing data and/or when the MRI data is not available. Here in the instant matter, meter was capable of recording and storing data and MRI data was available, thus Forum is not inclined to look into any aspect of confirmatory nature of test which the Forum holds is simply redundant in the present matter, especially when MRI data was already available with the Respondent;
17. (34) From aforesaid discussion, Forum comes to the conclusion that in the first place, the Respondent was not before the M&T Lab for test of accuracy of the defective meter against its accuracy class under provisions of code 4.3 of Supply Code however, the tests were still wrongly carried out by the laboratory for accuracy which was thereafter wrongly relied upon by the Respondent to estimate the un-metered consumption of the Complainant. The Forum accordingly rejects the Test report of the M&T Lab, the tests having been carried out for accuracy and not for un-metered consumption due to missing 'Y' phase current and



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further dismisses the action of the Respondent to rely upon and estimate the un-metered consumption of the Complainant on the basis of percentage error of 20% conveyed to it by the lab. Forum is inclined to hold the fact of 'meter Testing' got done by the Respondent as a redundant exercise in itself and merely its internal decision to do so, for whatsoever reason which does not serve any useful purpose in the instant matter. Forum concludes that in the matter MRI data is sufficient evidence and proof of defective metering with greater precision for estimating the loss of metered consumption;

18. (35) Record does not lie. Forum from examination of record finds that the MRI data sheets (**Annexure R-1 / R-7**), do indeed reveal defective metering. The events of defective electrical parameter inputs have been recorded and stored in the meter which has become available by way of the MRI data. This depicts current intermittently missing in 'Y' phase of meter from 24.07.2018, and voltage missing in 'B' phase from 30.11.2022. Here MRI data is sufficient evidence to establish defective metering and/or for precisely estimating or assessing the quantum of un-metered electricity consumption;
19. (36) In view of foregoing discussions, Forum is inclined to reject the Testing of meter done by the M&T and also reject the Testing got done by the Respondent and further relied upon by it. The Forum accordingly also rejects the 20% estimation basis discovered through testing of meter;
20. (37) When the MRI data actually depicts a phase missing or intermittently missing, then the electrical parameters of the non-missing phases available from the MRI data has to be adopted for each day of defective metering to precisely estimate or determine the electrical consumption due to the missing phases. This would then give a more





realistic estimation as against the flat basis of 20% discovered through testing;

(38) On the anvil of foregoing discussion, the Forum holds and concludes that the present matter is certainly not for determining accuracy of meter against its accuracy class limits but is for determination of unmetered consumption of Complainant during the period of defective metering. Here fact of MRI data is sufficient evidence to establish that the metering was defective for the impugned period and that this MRI data is also sufficient evidence in precisely estimating or assessing and calculating the quantum of loss in unmetered electricity consumption that may have taken place in the past. It was not necessary for the Respondent to send the combined meter unit for testing under provisions of code 4.3 of the Supply Code, 2009 notified by the HPERC in wake of the MRI data already being available nor can the Test results of the laboratory be relied upon such tests not having been carried out for missing current in 'Y' phase. Forum accordingly rejects the arguments and contentions of the Complainant with regard to accuracy testing of defective meter.

21. (39) Forum now proceeds to determine the applicability of provisions of sub-codes 4.4.8(i), 4.4.8(ii) and 4.4.8(ii) of Supply Code on overhauling of consumer accounts in the facts and circumstances of the instant matter-
22. (40) Forum is of the considered opinion that for the purpose of overhauling of account of Complainant in case of defective metering, the actual energy consumption and its metering are two distinct aspects. These two aspects may not at all times be in consonance and there may be disparity between the two at any time, owing to several reasons such as defective metering (defective meter, defective metering equipment or

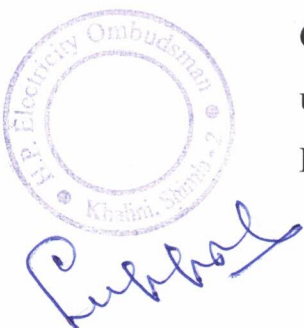


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inputs there-from, defective connections), human error intentional or unintentional etc;

23. (41) Therefore, in the instant complaint when it is established by way of evidence of MRI data regarding defective metering and for the simple reason that electricity / energy has actually been consumed in the past which is in excess of that recorded in the meter which could not be billed earlier owing to such remaining unnoticed, it can safely be held that consumer Complainant has in the past erroneously been billed for less consumption which it is now liable to make good for any monetary loss that may have resulted to the Respondent distribution licensee in the past. Non-recording or less recording by a meter cannot be a reason to allow free ride to the Complainant towards the consumption of electricity that was actually made by it in the past;
24. (42) In the instant matter the Complainant in the past used electricity procured by the Respondent distribution licensee at that time which was then erroneously not billed by the Respondent due to such remaining unnoticed and was only billed on discovery of the error at a belated stage. First billing error against defective metering occurred in August 2018 and continued for each month thereafter. The excess consumption by the Complainant not billed then was for electricity procured at cost by the Respondent. Till its discovery and billing at a belated stage, the Complainant has carried the excess usage without paying for its cost which the Respondent is within its legal rights to recover now at the Ld HPERC determined tariffs along with the carrying cost;
25. (43) Therefore, in the case of defective metering, the consumer Complainant is now liable to make payments towards the unbilled or unrecorded part of consumption estimated on reasonable considerations. Here MRI data is a reasonable consideration and no other. Thus, the





Respondent is liable to overhaul the unmetered consumption based on available MRI data only;

26. (44) Considering the facts in the instant complaint, depicted by way of MRI data, this Forum safely concludes that there was defective metering in the past and therefore, the Complainant, on reasonable considerations, is liable to pay for the shortfall in billed consumption in the past vis-à-vis actual consumption. Forum finds no force in the arguments made by the Complainant that because sub-code 4.4.8(i) of the Supply Code provides for period of six (6) months of overhauling of consumer accounts, therefore consumer account can only be overhauled for 6 months. Per the code 4.4.8(i), that is the condition when the meter is tested for accuracy vis-à-vis accuracy class. In paras supra, the Test report by the M&T lab, the Testing got done by the Respondent and the 20% accuracy loss discovered therein, have been rejected by the Forum. In the instant matter, there is evidence by way of MRI data to confirm the defective metering as a result of which less energy consumption was recorded by the meter. Regulations cannot be read in isolation. Bare perusal of the relevant part of the Supply Code in fact reveals that sub-code 4.4.8(ii) and 4.4.8(iii) do provide for overhauling of consumer account for the period the meter remained defective and further that the consumer is liable to pay an additional amount respectively. Thus, in the instant matter Forum holds and concludes that the overhauling of consumer account has to be done in accordance with the MRI data and in accordance with sub-code 4.4.8(ii) and 4.4.8(iii) of the Supply Code, 2009 and not as per sub-code 4.4.8(i). Forum accordingly rejects the contention of the Complainant that its account overhauling be done for six (6) month per code 4.4.8(i);



Perusal



27. (45)After examining the record, facts and settled position of law coupled with provisions of the Electricity Act, 2003 on the matter, it is established that the issue of recovery of past dues of arrears by the DISCOM is no more res-integra, in view of law laid by the Hon'ble Apex Court in the matter titled as Assistant Engineer (D1) Ajmer Vidyut Vitaran Nigam Ltd and Anr Vs Rahamutullah Khan alias Rahamjula in Civil Appeal No 1672/2020 decided on 18.02.2020 and M/s Prem Cottex Vs Uttar Haryana Vijli Vitran Ltd in Civil Appeal No7235 of 2009 decided on October 5, 2021.
28. (46)In the ibid Judgment of the Hon'ble Supreme Court dated 18.02.2020, which refers to other Judgments, Electricity has been held to be 'goods' by a constitution bench of the Hon'ble Apex Court in a case titled State of Andhra Pradesh Vs National Thermal Power Corporation Ltd. Further as also referred to in the Judgment ibid, under the Sale of Goods Act, 1930, a purchaser of goods is liable to pay for it at the time of purchase or consumption and that the quantum and time of payment may be ascertained post facto either by way of an agreement or the relevant statute. It is therefore evident from settled law that while the consumer uses electricity being a good, the distribution licensee charges for this electricity / good at the specified tariffs/ charges of electricity which are determined by the Ld HP Electricity Regulatory Commission (HPERC) vide its Tariff Orders passed in pursuance to Regulations framed under the Electricity Act, 2003. These tariffs / charges are applied to the consumption or goods and thereafter a Bill or statutory monetary demand is raised to the consumer;
29. (47) Forum is of the considered opinion that the Respondent HPSEBL being a distribution licensee cannot recover any tariff / charges in



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excess of that specified by the HPERC. At the same time, it is also relevant to mention that the Respondent HPSEBL being a distribution licensee, is bound to recover the cost / price of electricity consumed by a consumer strictly, as per tariffs /charges that are determined and specified by the HPERC vide its Tariff Orders. Accordingly, the consumer is bound to pay for the electricity consumption at the determined tariffs / charges being of statutory nature. These Tariff Orders lay out statutory charges. Any lapse, mistake or bona-fide error by the distribution licensee with regard to under recovery of actual tariff / cost / price of electricity, if not recovered from the respective consumer, who has availed the goods, may result either in permanent loss to the distribution licensee being a public utility or with the burdening of this utility's loss upon other consumers. Both of these eventualities are bad and against mandated provisions of Tariff Regulations on the matter;

30. (48) Further, in the considered opinion of the Forum, no one is entitled to adversely use the deficiencies in a system to their advantage, such as to cause loss in any way to the system. The monies in question here is not that of the Complainant or that of the managers of the Respondent but are that of a distribution licensee Company and thus no one is entitled to cause loss to the Respondent distribution licensee Company. Not allowing such loss to be recovered likely results in malpractices and connivances which are detrimental to the system;
31. (49) In the matter, this Forum holds that the Respondent HPSEBL did make a bona-fide mistake / error in the past by missing to raise amounts in the original Bill arising out of less recording of meter reading due to metering error, which went unnoticed for some time. The Respondent is certainly within its legal rights to raise past arrears or dues if not



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discovered earlier due to any mistake as has been held in ibid Hon'ble Apex Court Judgment dated 18.02.2020 in Civil Appeal 1672/2020;

32. (50) In view of the foregoing discussion, this Forum holds that dispute raised by the Complainant has not been done on valid grounds. In view of the fact that there was defective metering due to missing input of phase(s) of voltage in the past, which is evidenced by the MRI data, the Forum holds and concludes that the ibid condition of defective metering resulted in non-recording of actual overall consumption of electricity done by the Complainant consumer in the past which was erroneously not billed then but which can now be done by precisely estimating the same on reasonable considerations by way of the MRI data, as has been discussed in paras supra. The Complainant is thus now liable to pay for balance of the consumption on detection of the error by the Respondent HPSEBL which went unnoticed in the past during the period of defective metering;
33. (51) In view of foregoing discussion, Forum does not observe any illegality in the monetary demand dated 23.08.2024 (**Annexure C3**) raised by the Respondent. The monetary demand raised by the Respondent vide impugned Demand Notice dated 23.08.2024 for Rs 20,93,499/- (**Annexure C3**) is accordingly upheld, which the Complainant is directed to pay within 10 days from this Order;
34. (52) In the event of non-payment by the Complainant, the Respondent shall be at liberty to act as per extant law / Regulations governing the matter;
35. (53) Further, the Respondent is directed to re-assess the differential un-metered / un-billed consumption during the period of defective metering on the basis of the MRI data available with it and to accordingly refund



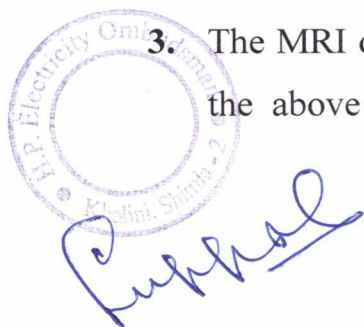


to the Complainant the excess amount received from the Complainant or to recover from the Complainant the additional amount due, in the next electricity bill;

36. (54) Forum further observes that erroneous billing in the past attracts Interest in terms of code 5.7.3 of the HP Electricity Supply Code, 2009 and amendments thereto including the second amendment notified on 31.07.2018. In the instant matter erroneous billing due to un-metered consumption for each month, originally occurred in August 2018 and thereafter continued upto September 2023. Accordingly, Forum holds that such un-billed consumption is liable to be recovered by the Respondent along with Interest in accordance with the said code 5.7.3 from the date/month such un-metered and unbilled consumption was not originally billed to the date the same is recovered. Similarly, if the amount recovered from the Complainant is in excess of that to be recovered, then the Complainant shall be entitled to refund along with Interest in terms of ibid code 5.7.3;
37. (55) Accordingly, the Respondent is directed to compute the Interest in terms of para supra, and raise the same as arrears in the next electricity bill of the Complainant.

I-Analysis of the Complaint:

1. The case file bearing Complaint No. 1431/202409/27 and orders passed on dated 06/02/2025 by the Id. Consumer Grievance Redressal Forum Kasumpti, Shimla-171009 have been requisitioned and gone through.
2. In the interest of justice, the relevant extract of said order of CGRF has been reproduced under the heading “H” of this order to arrive at legitimate conclusion.
3. The MRI data annexed as **Annexure-R7** & Data annexed as **Annexure-R1** with the above order dt.06/02/2025 had been gone through in depth to study the





anomalies occurred due to missing in **Y- phase** current and missing of **B-phase** voltage so as to assess the gravity of the events.

4. The submissions made by the Complainant, reply submitted by the Respondents have been incorporated in entirety in this order to have composite view of the entire case.
5. The appropriate Acts, Supply Codes, Tarif Orders have been referred to for clarity. The relevant extracts of Tariff Orders have not been recapped for the sake of brevity as the same stand placed in hierarchy in CGRF order dt. 06/02/2025 under the heading “H” above.
6. M/s Magbro Healthcare Pvt. Ltd. bearing Consumer ID 100012000790 is a Large Industrial Power Supply (LIPS) Consumer of Respondent HPSEBL and aggrieved of Demand Notice dated 23/08/2024 amounting to Rs 20,93,499/- raised for the period August,2018 to September,2023 due to less recorded consumption on account of defective metering which had previously not been charged in the bills of respective months.
7. The Complainant sought the following relief:
 - a. To grant interim relief to the complainant against any coercive action by the respondents and from disconnection of electricity during the pendency of the proceedings in the present matter;
 - b. To quash and set aside the orders dated 06.02.2025 passed in Complaint No. 1431/202409/27 for the reasons stated in the representation;
 - c. To direct the respondents to overhaul and recalculate the liability of the complainant only for the past period of six months as per provisions of 4.4.8(i) of the Supply Code, 2009;
 - d. To direct the respondents to pay interest on the amount charged in excess and the amount that is refundable to the complainant, at simple interest @ 15% p.a. on daily basis on the amounts already deposited against impugned demand notice;



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8. The Respondent submits:

- a. that the Id Forum has passed very reasoned and speaking order dealing with each and every aspect of the matter and thus there is no such illegality or irregularity appearing in the impugned order. Thus, the order dated 6/02/2025 is required to be upheld by this Hon'ble Ombudsman.
- b. that the complete record containing detailed MRI data and other relevant information already stands submitted before CGRF, as such the record of the case may be summoned from the Id CGRF and may be taken into consideration while disposing of this present representation.

9. The contentions of the Complainant detailed under the heading **-B**, response of the Respondent Board detailed under the heading **-C** and final arguments conducted at length by both & placed under the heading **-G**, gathers considered opinion to originate the following issues and for the sake of brevity, the detailed analysis has been done along with findings of the issues as each case is having its own merit and statute except in exclusive cases.

J-Issues in Hand:

Issue No.1:

Whether MRI data supersedes the lab results in the instant case?

Issue No.2: Whether the justice warrants overhauling for preceding six months as contended by the Complainant in terms of clause 4.4.8(i) of the Himachal Pradesh Electricity Supply code or in terms of clause 4.4.8 (ii) of said Supply Code for a period of dispute **i.e.** current missing in Y-phase from 24.07.2018 and voltage missing in B-phase from 30.11.2022, till it remained at site and stands established through MRI data placed on record?



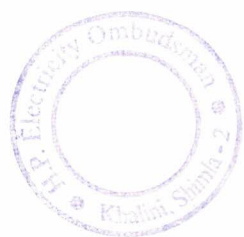


Issue No.3: Whether such un-billed consumption is liable to be recovered by the Respondent along with Interest in accordance with the code 5.7.3 from the date/month such un-metered and unbilled consumption was not originally billed to the date the same is recovered?

K-Findings of the Issues:

Issue No.1:

1. After referring to the submissions of Complainant it has been observed that the Complainant contends that the meter has been proven to be inaccurate by the testing laboratory of the respondents, which has stated that the meter had failed in the accuracy test and the slowness of the meter has been established at 20%, while only the inaccuracy allowed by the CEA Regulations is only 0.5%.
2. After referring to the reply submitted by the Respondent, documents of events retrieved through MRI data and detailed arguments advanced between the parties, it has been observed that in conformity with the instant case, where MRI data submitted by the Respondent Board for the period of dispute in question has established current in Y-phase missing intermittently w.e.f 24.07.2018 and voltage in B-phase missing from 30.11.2022, transparently substantiated austerity of the findings with explicit events which are sufficient to facilitate prudent computation during the period of missing Y-phase current & B-phase missing voltage, cannot be overlooked in the interest of justice.
3. Retrieval of above events clearly provides the pattern of energy consumption during missing phase of functions in real time operation of energy meter. Had the energy meter not recorded the cut off dates of events as well as retrieved the recording of healthy phases, the contention of Complainant over the lab report could have been sustained and the meter in question could have been considered defective. It is pertinent to





mention here that the facility of logging/recording is provided in the modern/smart energy meters with a view point to resolve such eventualities which supports adjudication process as an evidence.

4. Further examining the contentions, it has been observed meticulously that the missing of Y-phase current remained persistent through out the disputed period which cannot be overlooked when comfortably available for computation and assessment in the form of MRI data.
5. It has also been observed that the Complainant never resorted to shut down during the said period in question nor placed any document on record complaining abnormal behaviour of the machines during operation which are generally expected when these missing events occur. Also, the Complainant asserted that he had been paying all the bills raised during the disputed period which is quite indicative that the Complainant did not raise any dispute on the quality of supply received nor raised any objection on less charges paid toward power consumption which he might be apprehending in comparison with the previous bills but remained silent since, 2018. The forgoing findings draws attention of this authority on the following important consensus:

- a. That the meter in question practically has supplied full power without any disruption to industry while production was in swing.
- b. that the Complainant consumed full power to his requirements and ran the business comfortably by paying less to the Respondent Board against full consumption which was recorded less due to missing events as retrieved through MRI data.
- c. That this authority without any doubt draws considered opinion that the meter in question is not defective as it could retrieve the record except for y-phase current where the sensor provided for the purpose appears to be faulty, as such, but for recording of Y- phase



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current, could not put any embargo on flow of power and the Complainant could run the business without any interruption of power at his end.

- d. Had there been any breakage of internal circuit of the meter carrying current in the Y-phase, could have been construed as opening of CT circuit and there was every chance for blast of even external CTs along with energy meter. But this has not happened as except for sensor, the internal circuit of energy meter was also healthy and the Complainant by paying less has enjoyed full spurt of power which cannot absolve the Complainant from the responsibility of paying differential bill in the instant case.
6. To corroborate above conclusive findings, the very important essence of clause 26(6) of Indian Electricity act 1910 which has been reproduced by the Complainant under para 1.2 of his submissions, but overlooked by the Complainant while contentions were framed and submitted, the very relevant extract is reiterated as under:
- “ 26 (6) Where any difference or dispute arises as to whether any meter referred to in sub-section (1) is or is not correct, the matter shall be decided, upon the application of either party, by an Electrical Inspector; and where the meter has, in the opinion of such Inspector ceased to be correct, such Inspector shall estimate the amount of the energy supplied to the consumer or the electrical quantity contained in the supply, during such time, not exceeding six months, as the meter shall not, in the opinion of such Inspector, **have been correct; but save as aforesaid, the register of the meter shall, in the absence of fraud, be conclusive proof of such amount or quantity**”*
7. This authority feels nourished from above mandates to the extent that if the meter is capable of recording then the register of the meter shall be conclusive proof, as is “MRI” data in the instant case and appreciates the Complainant’s concern towards the sanctity of the so called **“Register of the meter”** i.e data retrieved through MRI data.



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8. This authority also agrees with the diligent analysis done by the Id. CGRF during findings under para- 32 to 38 which are not reiterated for the sake of brevity, may be referred under the heading “H” of this order and be considered as part and parcel of these findings.
9. In view of above findings, this authority concludes without any doubt that on the behest of lab report which is misconceived by the Complainant and diligently set a site by the Id. CGRF under **para-36** of order dt. 06/02/2025 the MRI data cannot be ignored which is transparently providing information of missing events as an evidence. Under such availability of judicious platform, the settlement cannot be limited to six months in the interest of public and justice. Hence, the contentions of Complainant are not tenable in the instant case.

This closes the findings on Issue-1.

Issue No.2:

1. This Authority is convinced after making detailed findings on the **Issue-1**, availability of MRI data read with the findings of the Consumer Grievance Redressal Forum at Kasumpti (**may be referred under heading “H”**) which may also be considered as part and parcel of these findings, clearly divulges as under:
 - a. That MRI data is a conclusive proof of having consumed less quantum of energy against actual consumption during the period of dispute and further establishes that the “**Register**” of the meter was capable of recording and registering the events even under these defective conditions which this authority affirms that these are sufficient to provide inputs for computation during the period of dispute. Since, in the instant case, the MRI data retrieved has provided clarity of missing events as well as the status of complainant meeting full



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requirements at the cost of Respondent Board by paying less, is a legitimate proposition for judicious settlement as the same has not been disputed by the Complainant in its submissions & arguments, except for period of dispute settlement.

- b. That MRI data has provided a microscopic view of the exact period of dispute which are intermittently missing current in Y-phase from 24.07.2018 & missing voltage in B-phase from 30.11.2022 and can be legitimately considered as cut-off. dates for start and end of computation period for prudent settlement.
- c. That in terms of afore-cited conclusive findings, this authority feels it pertinent to mention that during the said period , the Complainant enjoyed full production of goods by paying less to the Respondent Board and in the interest of justice it shall be appreciable if the Complainant also understands after resorting to detailed arguments that in the healthy spirit of society , if the differential amount is raised by the Respondent which in fact is its own amount of past consumption which due to metering defect could not be raised and now due to retrieval of factual cut off dates of defective metering translucent through MRI data, is being raised.
- d. That in view of above findings, it is asserted with considered opinion that since the tangible status of the events providing cut off dates for both start and stop have been established through MRI data, the applicability of the clause No. 4.4.8(i) of the supply code upon which the Complainant is relying in isolation does not prove its sanctity when read in conjunction with clause. 4.4.8(ii)&(iii).



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- e. This authority agrees and is convinced with diligent analysis made under para-31 “that the test for accuracy of meter is done against its accuracy class only when all phases are normal” and conclusive findings appended by the Id. CGRF in its said order dt.06.02.2025, the relevant extract of the following paras warrants replication for the sake of reference and clarity:

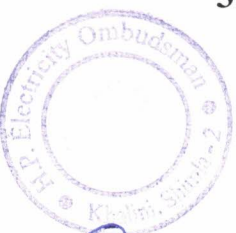
“(36) In view of foregoing discussions, Forum is inclined to reject the Testing of meter done by the M&T and also reject the Testing got done by the Respondent and further relied upon by it. The Forum accordingly also rejects the 20% estimation basis discovered through testing of meter;

“(43) Therefore, in the case of defective metering, the consumer Complainant is now liable to make payments towards the unbilled or unrecorded part of consumption estimated on reasonable considerations. Here MRI data is a reasonable consideration and no other. Thus, the Respondent is liable to overhaul the unmetered consumption based on available MRI data only;”

2. From forging findings, this authority draws following inferences:

- a. that if a meter is found defective and no dependable data is available, billing adjustments are typically limited to a specific period as contended, preceding the detection of the defect.
- b. that when reliable MRI data is available, it should be used to determine actual consumption, and billing adjustments be made for the entire period the meter was defective, even if it exceeds the standard adjustment period.
- c. that the six-month limitation is only applicable when actual consumption data is not available.

3. As a sequel of above discussion, this authority draws considered opinion that the arguments as advanced by the Complainant does not carry any substance and merit, as the instant matter is governed by its own applicable statute & virtues and concludes that when the factual matrix is supportive, the





judgement should not carry the burden of apprehensions on its shoulders as the instant matter is based on the facts due to retrieval of missing events by the MRI data, is a foolproof evidence for judicious settlement in consonance with the settled principle, hence, does not qualify Complainant's contention on application of clause 4.4.8(i) of the supply code in isolation i.e the settlement warrants for the complete period in line with MRI data, not for mere six months as contended by the Complainant and is liable to pay for the differential demand raised by the Respondent for the whole period of dispute in terms of prevalent provisions. Thus, it is held that the contention of the Complainant is not sustained in the instant case.

This closes the findings on issue -2.

Issue No.3:

1. The Complainant contends that in the instant case the Id. Forum under **para-54 & 55** of its said order dt.06.02.2025 has directed the Respondents to recover interest as per Clause 5.7.3 of the Supply Code from the Complainant. He further contended that the Id. Forum has erred in dealing with Clause 5.7.3 as the same is applicable only for payment of interest to the consumer by the licensee.
2. Scrutiny of para-54 & 55 of the order dt. 06.02.2025 of the Forum reveals that the Id. CGRF has directed Respondents as contended, the relevant extract is reproduced for clarity and reference:

“(54) Forum further observes that erroneous billing in the past attracts Interest in terms of code 5.7.3 of the HP Electricity Supply Code, 2009 and amendments thereto including the second amendment notified on 31.07.2018. In the instant matter erroneous billing due to un-metered consumption for each month, originally occurred in August 2018 and thereafter continued upto September 2023. Accordingly, Forum holds that such un-billed consumption is



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liable to be recovered by the Respondent along with Interest in accordance with the said code 5.7.3 from the date/month such un-metered and unbilled consumption was not originally billed to the date the same is recovered.

(55) Accordingly, the Respondent is directed to compute the Interest in terms of para supra, and raise the same as arrears in the next electricity bill of the Complainant."

3. On examination of the said order of the Forum in depth, it is observed that under para-49, the Id. CGRF has asserted in his findings which is also reiterated as below for the sake of clarity to arrive at legitimate conclusion:

"(49) In the matter, this Forum holds that the Respondent HPSEBL did make a bona-fide mistake / error in the past by missing to raise amounts in the original Bill arising out of less recording of meter reading due to metering error, which went unnoticed for some time. The Respondent is certainly within its legal rights to raise past arrears or dues if not discovered earlier due to any mistake as has been held in ibid Hon'ble Apex Court Judgment dated 18.02.2020 in Civil Appeal 1672/2020;"

4. Further analysis of the documents placed on record reveals that the demand notice dt. 23/08/2024 was issued in terms of clause 5.2.5 (b) of the supply code which is on account of underassessment and not on account of unauthorised use of electricity and concealment or tampering which could otherwise, in terms of clause 6.1.11.1 had made the Complainant liable to pay interest in addition to differential amount of non-billed quantum. But this is not the case here.

5. The Id. CGRF in its findings under para-49(**reiterated above**) has categorically cleared that the Respondent HPSEBL did make a bona-fide mistake / error in the past by missing to raise amounts in the original Bill arising out of less recording of meter reading due to metering error, which went unnoticed for some time.

6. The above findings put this authority on the edge to first delve the inherent characteristics of clause 5.7.3 to assess whether the said clause allows imposition of interest to Complainant in the instant case. To arrive at





judicious platform in the interest of justice, the very specific part of the relevant extract of clause 5.7.3 of supply code 2009 is reproduced as under:

*“-----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-----”*

7. After digging the intricacy in the said clause, a considered opinion is drawn that the said clause mandates licensee to pay interest to the consumer towards the amount which remains as an excess amount with the licensee and nowhere it provides provisions for recovering interest from the consumer. It is also observed that the said clause has only unidirectional mandate i.e to pay interest to consumer on account of excess amount assessed as paid to licensee, not bidirectional mandate i.e to recover interest from consumer, otherwise.
8. This authority draws conclusion after referring to the submissions of the Complainant, reply of the Respondent, arguments advanced and findings of Id. CGRF under para-49&50 in the said order dt.06.02.2025 that in the interest of justice, the Respondent is liable to recover the amount noticed due to defective metering in later stage which could not be billed earlier due to bonafide mistake (para-49) of the Respondent Board but the Complainant is not liable to pay interest on the amount raised through demand note dt.23/08/2024. Hence, the para-54&55 of the order dt.06.02.2025 are quashed and the contention of Complainant on this issue is sustained in the instant case.

This closes the findings on Issue-3

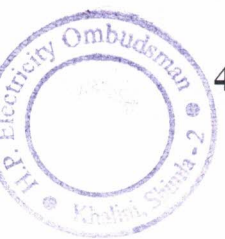


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L-Order:

1. The order passed by the Consumer Grievance Redressal Forum at Kasumpti on dated 06/02/2025 in Complaint No. 1431/202409/27 is upheld except for para-54 &55 which are quashed in terms of findings under Issue-3 of this order.
2. The Demand note dt.23/08/2024 amounting to Rs. 20,93,499/- for the period August,18 to September,23 raised by the Respondent Board is quashed in terms of findings of Id. CGRF under para-36 of its above order dt.06/02/2025 owing to making calculation on flat basis of 20%. In monetary terms, the Respondent Board is directed:
 - a. To reassess the amount in line with the directions imparted by Id. CGRF in para- 53 read with 35 & 36 in the said order dt. 06.02.2025.
 - b. To validate at their ends before raising final demand whether the said demand is duly supported by MRI data for the disputed period in question.
3. Accordingly, the Respondent Board is directed to raise fresh demand notice precisely in line with each and every day events retrieved through MRI data within one months' time excluding holidays from the date of issuance of this order.
4. The Complainant is directed to pay the requisite outstanding amount within 15 days excluding holidays from the date of

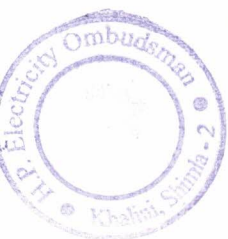


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issue of fresh Demand Note to avoid any coercive action by the Respondents.

5. The Respondent board is further directed not to take any coercive action till the expiry of above period.
6. In case of refund, the Respondent Board is directed to pay interest in terms of clause 5.7.3 of Supply Code (2nd Amendment) dt. 31st July, 2018 for the period till applicable read in conjunction with the Regulation 26a(ii) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievance Redressal Forum and Ombudsman) (Second Amendment) notified on 20th January, 2022 for the period falling within the scope of amended Regulation 26a(ii) in due cognizance to the prospective effect of such amendments, not in isolation.
7. 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, both Complainant and Respondent Board respectively are directed to keep awareness of the status of power being received / supplied to avoid such litigation in future.
8. In case of refund, the Respondent Board is directed to avert intervention of Regulation 37 (6) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 for



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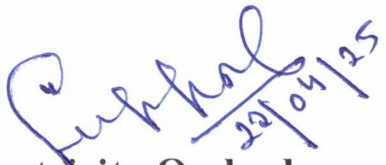
appropriate action by the Commission under the provisions of the Electricity Act, 2003 and onus on individuals.

9. All stays imposed by this Authority under Regulation 36(1) of Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 are hereby vacated.
10. The Complaint filed by M/s Magbro Healthcare Pvt. Ltd. Village Messa Tibba, P.O. Manjholi, Nalagarh-174101(H.P) is hereby disposed off.
11. No cost to litigation.
12. The order is also placed at site and conveyed telephonically for the convenience of reference.

Given under my hand and seal of this office.

Dated: 22/04/2025

Shimla


Electricity Ombudsman



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