

**CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09**  
**No. CGRF/Complaint No. 1453/1/23/03**

**Complaint No.: - 1453/1/23/03**

**Date of Admission: - 26.01.2023**

**Quorum: - Er. Tushar Gupta, Chairman**  
**Er. Vikas Gupta, Member**

**In ref:-**

M/s A.M. Industries,  
Plot No. 97, Jharmajri,  
Baddi, Distt, Solan (HP).

**Complainant**

**V/s.**

HPSEBL & Others.

**Respondents**

- 1 The Executive Director (Pers.),  
HPSEBL, Vidyut Bhawan,  
Shimla-171004.
2. The Executive Engineer,  
Electrical Division, HPSEBL,  
Baddi, Solan (HP).
3. The Assistant Engineer,  
Electrical Sub-Division HPSEBL, Barotiwala,  
Teh. Baddi, District Solan, (H.P.)

**Respondents**

**Final hearing:-28.03.2023**

**Counsels:-**

Complainant 1. Sh. Mohit Pathak vice of Sh. Rakesh Bansal, (Auth. Rept.)

Respondent 1. Sh. Anil Kumar God, Advocate

**Date of Decision: -25.04.2023**

## **ORDER**

### **BRIEF FACTS OF THE CASE –**

- (1) Complaint has been filed under regulation 17 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. The Complainant M/s AM Industries, Plot No 97, Jharmajri, Baddi, District Solan, HP, is a Medium Industrial Power Supply (MIPS) category consumer of the Respondent HPSEBL, bearing Consumer ID 100010002641 and availing supply at 11kV;
- (2) The Complainant is aggrieved by the action of the Respondent HPSEBL to issue monetary demand of arrears for an amount of Rs 7,94,855.48 in energy bill dated 07.01.2023 (Annexure-C1);
- (3) The ibid monetary demand has been raised by the Respondent HPSEBL at the behest of metering error which existed between 12.03.2020 to 01.08.2022;
- (4) On 13.10.2022, the Respondent served upon the Complainant a Demand Notice for an amount of Rs 7,83,548/= for the period 12.03.2020 to 01.08.2022 (Annexure R1) due to one phase missing in meter with a further condition that after the replacement of energy meter, balance amount from 01.08.2022 shall be charged separately;
- (5) A separate amount of Rs 78,288/= was subsequently demanded by the Respondent vide Demand Notice dated 16.02.2023 (Annexure R2) for the period from 01.08.2022 to 17.12.2022;
- (6) The ibid monetary demand for an amount of Rs 7,83,548/= by way of sundry, was first raised by the Respondent in Bill dated 07.11.2022 (Annexure C3), then as arrear for amount Rs 8,75,572.75 in Bill dated 05.12.2022 (Annexure C2) and then as arrear for amount Rs 7,97,148.57 in Bill dated 07.01.2023 (Annexure C1). The event of missing voltage is depicted in the Meter Reading Instrument (MRI) Tamper Report (Annexure R3) placed on record by the Respondent.

### **COMPLAINANT –**

- (7) Complainant submits that sundry charges of Rs 40,775/= have been wrongly reflected in electricity Bill dated 07.11.2022. Thereafter Sundry amount of

Rs 8,75,572/= has been wrongly reflected in electricity bill dated 05.12.2022. Thereafter, amount of Rs 7,94,855/= has been wrongly and illegally reflected in disputed Bill dated 07.01.2023;

- (8) That new electricity connection was installed in March 2020. Meter was fully intact and there was no complaint from Respondent with regard to meter tampering. Regular bills were being issued to Complainant since March 2020. The Respondent after lapse of 2½ issued the ibid energy bills and levied the illegal amounts in them;
- (9) That when a new meter is installed, meter is to be sealed by the licensee and the licensee will not cast any liability on the consumer in case of delay in affixing these seals. There is no complaint before the licensee regarding removal and breaking of seals;
- (10) That when the ibid condition of phase missing came into the knowledge of the Respondent, the meter had to be got inspected in the Laboratory. The Respondents have been issuing regular energy bills and it is sheer negligence on part of Respondent who did not notice this defect while issuing bills from March 2020;
- (11) During the Final hearing stage, while reiterating its complaint, the Complainant expressed its desire to extend the relevant arguments, made by it in a similar matter previously decided by this Forum, to the instant complaint. The Complainant had broadly argued therein that the action of the Respondent was in pursuance to the Abridged conditions of Supply under the Respondent's Sales Manual, which are not applicable in the instant matter and that the action of the Respondent was not in accordance with sub-code 4.3 specified in respect of Testing of meters which was not followed by the Respondent and that in accordance with the law, the action of the Respondent for not getting the meter tested was wrong and illegal;
- (12) Complainant further submits that the alleged demand of the Respondent is wrong, illegal and arbitrary, being against the provisions of Supply Code and thus not payable by the Complainant;
- (13) The Complainant has sought relief in terms of Orders for declaring the monetary demand of Rs 7,94,855/= raised vide energy bill dated 07.01.2023, as wrong, illegal, arbitrary, unsustainable in the eyes of law.

### **RESPONDENT –**

- (14) On the other hand, the Respondent HPSEBL has replied that amount of Rs 40,775/= in electricity Bill dated 07.11.2022 are arrears on account of pending outstanding dues of the Complainant for the month of October 2022;
- (15) That Respondent vide ibid Demand Notice dated 13.10.2022 (Annexure R1) for Rs 7,83,548/= had informed the Complainant of the missing phase of the meter and account was accordingly overhauled;
- (16) Subsequently, as already conveyed in ibid Demand Notice (Annexure R1), another Demand Notice was issued on 16.02.2023 (Annexure R2) for an amount of Rs 78,288/=;
- (17) That the Complainant has failed to understand that this is not a case of theft or unauthorized use of electricity. The condition of phase missing is established by way MRI data. The MRI data depicting Tamper events are placed on record (Annexure R3). The ibid demands are of statutory nature and there is no violation of Supply Code and the action of the Respondent is legal;
- (18) That issue regarding raising of additional or supplementary demand is no more res-integra in view of Hon'ble Apex Court decision dated 05.10.2021 in Civil Appeal 7235 of 2009 titled M/s Prem Cortex Vs Uttar Haryana Bijli Vitran Nigam Ltd, where in it has been held that by issuing revised electricity bill / supplementary bill, does not constitute unfair trade practice;
- (19) The complaint being meritless may be dismissed.

### **FORUM –**

- (20) This 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, CEA (Installation and Operation of Meters) Regulations, 2006, HP Electricity Supply Code, 2009 notified by the HPERC, 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;

- (21) At the outset Forum finds that the Complainant has not raised challenge to the original Demand Notice dated 13.10.2022 (Annexure R1) for Rs 7,83,548/= and neither to Bill dated 07.11.2022 (Annexure C3) wherein the ibid amount has been raised as sundry. Complainant has however raised challenge to Bill dated 07.01.2023 (Annexure C1) where the ibid amounts have been carried over as arrears due to non-payment;
- (22) Before the Forum proceeds in the matter, Forum feels it necessary to frame the issues for determination in the instant complaint –
- (a) Issue 1: Whether, this is a matter of Tampering of meter falling under section 126 or under section 135 of the Electricity Act, 2003, whereby there is unauthorized use of electricity through a tampered meter or where there is dishonest tampering of meter?;
  - (b) Issue 2: Whether the Meter Reading Instrument (or MRI) data is sufficient evidence to establish defective metering or even when the MRI data is available, is it necessary to undertake Testing of meter and/or metering equipment under provisions of code 4.3 of HP Electricity Supply Code, 2009, hereinafter referred to as the Supply Code?;
  - (c) Issue 3: Whether, the Respondent is within its rights to raise monetary demand as past period arrears on account of defective metering and whether Complainant is liable to pay this monetary demand so raised by the Respondent?.
- (23) At the outset Forum finds it expedient to reproduce the relevant provisions of the Supply Code for the sake of clarity–

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 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.

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Un-Quote

(24) The Forum now proceeds to determine each issue on merits -

(25) Issue 1: After examining the record, the Forum finds that the impugned monetary demand of Rs 7,94,855/= in electricity bill dated 07.01.2023 raised

by the Respondent, has not been done under section 126 or under section 135 of the Electricity Act, 2003. These Sections are in terms of unauthorized use or theft of electricity respectively. The Demand Notices dated 13.10.2022 (Annexure R1) for Rs 7,83,548/= and 16.02.2023 (Annexure R2) for Rs 78,288/= , also do not refer to any action by the Respondent as being in pursuance to these sections of the Act in terms of any tampering. However, Forum does find Meter Reading Instrument (MRI) data sheets comprising the Tamper Report (Annexure R3) having been placed on record by the Respondent;

- (26) It is a known fact that the modern-day meters are capable of recording and storing electricity consumption data, electricity supply parameters including various events related to these. The Forum is also aware that these events and data can be retrieved from the meter using an MRI. On examining the MRI data, it becomes clear that the MRI Tamper Report is merely a Report of anomaly events being recorded in the Meter and is not in terms of unauthorized use or dishonest use of electricity. Thus, the Forum on this very basis concludes that the Complainant is misconceived in assuming that the present matter is of tampering of meter / meter seal broken for unauthorized use of electricity or a case of dishonest tampering where the question of removal or broken meter seals may arise, which is certainly not the case herein. It is merely an apprehension of the Complainant. Had the present matter been one of unauthorized use of electricity or a case of dishonest tampering, such would then have appropriately been dealt under the relevant provisions of either Section 126 or Section 135 of the *ibid* Act and the corresponding Regulations framed in this regard, which is not the case herein.
- (27) On the anvil of foregoing discussion, the Forum concludes that the instant matter is not one of tampering / meter seal broken or one of unauthorized use of electricity or a case of dishonest tampering covered under provisions of either *ibid* Section 126 or Section 135 of the Act. Thus, the Forum rejects the contention raised by the Complainant with regard to broken meter seals, as being misplaced. Issue 1 is decided accordingly.



- (28) Issue 2: Before the Forum delves on issue 2, it is expedient and necessary to discuss metering – As has been stated in para supra, it is a known 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. Under practical conditions, when 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, where these actually exist on an electrical system at excessively high and unsafe levels, metering equipment such as Current Transformer (CT) and Potential Transformer (PT) are deployed to give restricted or practically acceptable and safe electrical parameter inputs such as voltage and currents to the meter. This is done to prevent unsafe parameters from directly inputting into the meter and is done by stepping down these electrical parameters namely voltages and currents by use of ibid mentioned metering equipment;
- (29) Thus, irrespective of the fact that the meter is with or without recording and storing capabilities or is with or without metering equipment and only the meter becomes defective, then testing of meter may be the only remedy to estimate or ascertain the quantum of electrical consumption done in the past or to determine its accuracy;
- (30) However, under the condition when metering equipment alone becomes defective and the meter is capable of recording and storing data, then the electricity consumption data, the electricity supply parameters data and the events are recorded and stored in the meter, which become available for retrieval using a Meter Reading Instrument (or MRI). Though the data of consumption and supply parameters may not be recorded correctly, however, the meter would still have recorded the event of the missing input electrical parameter, thus establishing the fact of defective metering and also depicting the reasons for defective metering. This can then be retrieved using an MRI;
- (31) On the basis of foregoing discussion, the Forum is convinced that if the metering equipment alone becomes defective, it may not be necessary to send the meter 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 either under challenge by the consumer before the distribution licensee or the distribution licensee itself feels the necessity to do so, which is not the case here;

- (32) Thus the MRI data as evidence, is sufficient in helping in estimating or assessing and calculating the quantum of electricity consumption that may have taken place in the past when metering equipment alone becomes defective;
- (33) Accordingly, in the instant complaint the Forum is convinced that because it was the metering equipment which was defective and not the meter, therefore, the event of missing phase of voltage, would be reflected in the meter and become available for retrieval using MRI and accordingly the meter would not be required to be sent for testing. Testing of meter would only tend to establish its current status and would not help in estimating the quantum of consumption that may have taken place in the past;
- (34) Record does not lie. The Forum from record of the MRI data sheets (Annexure R3) finds that in the instant matter, input to the meter from the metering equipment namely the potential transformer (or PT) was faulty as a result of which one (1) phase of voltage out of the three (3) phases, was not being recorded by the meter, while the other two phases were being recorded. There is indeed defective metering in terms of missing of one phase due to defective metering equipment namely the PT. Under these conditions, the events of defective electrical parameter inputs have been recorded and stored in the meter which have become available by way of the MRI data and which clearly depict that one (1) voltage phase to the meter is missing, resulting in less recording of consumption;
- (35) It is also a known electrical fact that there are three (3) voltage phases for a three phase connection. Thus, when one (1) voltage phase from the metering equipment goes missing, the meter tends to record 66.6% (or  $\frac{2}{3}^{\text{rd}}$ ) of actual consumption and when two (2) voltage phases go missing, the meter tends to record 33.3% (or  $\frac{1}{3}^{\text{rd}}$ ) of actual consumption. The estimation of actual consumption in case of defective metering equipment can therefore be done on reasonable considerations;

- (36) On the anvil of foregoing discussion, the Forum concludes that the fact of MRI data is sufficient evidence to establish that the meter was not defective but the metering equipment was defective and therefore for the purpose of estimating the historic consumption, the meter and metering equipment shall not be required to be sent to laboratory for testing;
- (37) Further, on bare perusal of the provisions of code 4.3.1 and 4.4.1 of the Supply Code reproduced supra, it becomes clear that it is within the licensee's rights to test or get tested the meter including metering equipment installed at the consumer premises which the licensee has rightly exercised by not sending the meter and metering equipment for testing;
- (38) Thus, from the foregoing discussion and for the simple reason that the data necessary for determining the reasons of defect had already become available to the Respondent from the MRI itself, which is sufficient evidence, the Forum holds and concludes that it was not necessary for the Respondent to send the meter for testing or for testing it at the site. Further, it was within the Respondent's rights to determine the necessity for the testing of the meter which has rightly been exercised by the Respondent. Issue 2 is decided accordingly.
- (39) Issue 3: In view of foregoing position, once it is settled that there was a metering error, as is evident from the MRI data sheets placed on record, the only issue remaining to be decided by the Forum, is whether the Respondent HPSEBL, can or cannot raise monetary demands as arrears for the past period from 12.03.2020 to 01.08.2022 and from 01.08.2022 to 17.12.2022 vide ibid Demand Notice dated 13.10.2022 (Annexure R1) for Rs 7,83,548/= which was later included in Bill dated 07.11.2022 (Annexure C3) and vide Demand Notice dated 16.02.2023 (Annexure R2) for Rs 78,288/= due to ibid metering error being a bona-fide mistake / error which went unnoticed and further whether Complainant consumer of the HPSEBL is or is not liable to make payments towards these arrears;
- (40) Forum observes that the Complainant has not challenged the right of the Respondent to raise past period arrears. However, in order to settle the matter, it is imperative for the Forum to delve into this aspect as well-

- (41) 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 the settled position 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;
- (42) In the instant matter, on examining the monetary demand raised by the Respondent HPSEBL to the Complainant for the past period from 12.03.2020 to 01.08.2022 for Rs 7,83,548/= raised vide Demand Notice dated 13.10.2022 (Annexure R1), later included in Bill dated 07.11.2022 (Annexure C3) and thereafter another Demand Notice dated 16.02.2023 for the past period from 01.08.2022 to 17.12.2022 (Annexure R2) for an amount of Rs 78,288/=, it is found that these demands have been raised by the Respondent at the behest of a metering error which existed in the past being a bona-fide mistake / error and which was later noticed;
- (43) In the ibid Judgment of the Hon'ble Supreme Court dated 18.02.2020, which refers to other Judgments as well, 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 clear 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 monetary demand is raised to the consumer;

- (44) Thus, Forum is of the considered opinion that the Respondent HPSEBL being a distribution licensee cannot recover any tariff / charges in 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;
- (45) 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 situations or eventualities are bad and against mandated provisions of Tariff Regulations on the matter;
- (46) The Forum finds that the Complainant, without substantiating its dispute with facts and proof, is simply denying the alleged defective metering by simply making arguments which this Forum finds as baseless and not legally tenable;
- (47) In the matter, this Forum holds that the Respondent HPSEBL did make a bona-fide mistake / error in the past by missing to raise statutory 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 of statutory nature, if not discovered earlier due to any mistake as has been held in Hon'ble Apex Court Judgment dated 18.02.2020 in Civil Appeal 1672/2020 while interpreting section 56(2) of the Electricity Act, 2003. However, onus would still lie on the Complainant to show that such arrears have been calculated wrongly or is hit by limitation of 2 years prescribed in ibid section 56(2), which is conspicuously missing on the part of the Complainant. Issue 3 is decided accordingly;

- (48) On aforesaid terms, the Forum does not find force in the complaint. No illegality is seen in the Demand Notice dated 13.10.2022 (Annexure R1) for Rs 7,83,548/= which was later raised as sundry in Bill dated 07.11.2022 (Annexure C3). Consequently, the arrears on account of metering error, included in impugned Bill dated 07.01.2023 (Annexure C1) cannot also be held to be illegal;
- (49) Once the issues supra framed by this Forum stand settled, Forum further observes that the Complainant has not raised challenge to the correctness of demand / Demand Notice dated 13.10.2022 (Annexure R1) for Rs 7,83,548/= based upon the MRI data (Annexure R3) for one (1) phase of voltage missing. Forum also observes that neither the Complainant nor the Respondent have placed on record any month-wise-item-wise break-up of the ibid amount based upon the Tariff Orders issued by the Ld HP Electricity Regulatory Commission (HPERC) after accounting for the condition of one (1) phase of voltage missing. Forum from examination of Demand Notices dated 13.10.2022 (Annexure R1) and 16.02.2023 (Annexure R2) also finds that some factor of multiplication of value '0.1' has been applied arbitrarily and without any explanation;
- (50) Thus, for reasons supra, based upon the MRI data and the applicable Tariff Orders passed by the Ld HPERC, Respondent No 3 is directed to correctly overhaul and redraw the differential month-wise-item-wise account of the Complainant in tabulated form from 12.03.2020 to 17.12.2022 i.e for each month for which the defective metering existed in the past. It is clarified that no demand shall be raised for any month which is not supported with the MRI data for that month;
- (51) After getting the ibid account validated from Respondent No.2, Respondents are directed to raise fresh Demand Notice to the Complainant accompanied with the ibid tabulated account and also accompanied with the MRI data for each month for which this monetary Demand is calculated and raised. The Forum further directs that this fresh Demand Notice be raised to the Complainant within a period of 10 days from this Order;
- (52) Thereafter, the Complainant is directed to pay the ibid revised Demand within a period of 15 days from the date the revised Demand Notice is raised

to the Complainant. Failure to pay shall attract late payment surcharge and provisions on disconnection in accordance with the extant Tariff Orders passed and Rules and Regulations framed by the Ld HPERC.

On aforesaid terms, the complaint is disposed as dismissed.

Parties are left to bear their own costs.

Order is announced before the parties present today on 26.04.2023 at Shimla in open Forum.

Certified copies of this Order be supplied to the parties. The complaint along with this Order be consigned to record room for safe custody.

**Date: 26.04.2023**

**Shimla**

**Vikas Gupta  
(Member)**

**Tushar Gupta  
(Chairperson)**

**Notice**

**Registered**

**CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.**

**No.CGRF/Complaint No. 1453/1/23/03**

**Dated:-**

M/s A.M. Industries,  
Plot No. 97, Jharmajri,  
Baddi, Distt, Solan (HP).

**Complainant**

**V/s.**

HPSEBL & Others.

**Respondents**

**Complaint No. 1453/1/23/03**

1. The Executive Director (Pers.),  
HPSEBL, Vidyut Bhawan,  
Shimla-171004.
2. The Executive Engineer,  
Electrical Division, HPSEBL,  
Baddi, Solan (HP).
3. The Assistant Engineer,  
Electrical Sub-Division HPSEBL, Barotiwala,  
Teh. Baddi, District Solan, (H.P.)

**Respondents**

The Certified copy of final order dated 26.04.2023, passed by the Hon'ble Forum in the aforesaid complaint is enclosed herewith for further necessary action at your end please.

**DA:-As above.**

Secretary,  
Consumers Grievances Redressal Forum,  
HPSEBL, Kasumpti Shimla-9.