

**CONSUMER GRIEVANCES REDRESSAL FORUM, SHIMLA**

**Complaint No 1453/202405/14**

**M/s MT Autocraft (BTW)**

**Vs**

**HP State Electricity Board Ltd and ors**

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**Brief Facts of Case –**

- (1) Complaint has been filed under regulation 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s MT Autocraft (BTW), Near Doon School, Haripur Road, Barotiwala, District Solan, HP - 173220, bearing Consumer ID No 100012002115;
- (2) In the matter the HP State Electricity Board Ltd is the Respondent;
- (3) The Complainant is aggrieved by the non-action of the Respondent to not give rebate on approved energy charges allowed to existing industries which have undergone expansion / undergoing expansion (hereinafter referred to as expansion rebate). The provision for this rebate is contained in Tariff Orders passed by the Ld HPERC.

**Complainant -**

- (4) That it increased its sanctioned contract demand from 175 kVA to 273 kVA which was affected in bills from 27.02.2021 (**Annexure C1**). Due to this increase in contract demand, in terms of Tariff Order for FY2020-21 (**Annexure C2**), Complainant was eligible for expansion rebate on energy charges for proportionate increase in consumption up to 26.02.2024 calculated at **Annexure C-8-1**, which was not allowed in bills by the Respondent;
- (5) Another increase in sanctioned contract demand from 273 kVA to 368 kVA was affected in bills from 28.09.2021 (**Annexure C3**). Due to this increase in contract demand, in terms of Tariff Order for FY2021-22 (**Annexure C4**), Complainant was eligible for the expansion rebate up to 27.09.2024 calculated at **Annexure C-8-2**, which the Respondent failed to comply in the issued bills;
- (6) Another increase in sanctioned contract demand from 368 kVA to 600 kVA was affected in bills from 01.11.2022 (**Annexure C5**). Due to this increase in contract demand, in terms of Tariff Order for FY

2023-24 (**Annexure C6**), Complainant was eligible for expansion rebate up to 31.10.2025 calculated at **Annexure C-8-3**, which the Respondent did not provide in the issued bills;

- (7) Another increase in sanctioned contract demand from 600 kVA to 690 kVA was affected in bills from 01.10.2023 (**Annexure C7**). Due to this increase in contract demand, in terms of Tariff Order for FY 2023-24 (**Annexure C6**), Complainant was eligible for expansion rebate up to 30.09.2026 calculated at **Annexure C-8-4**, which the Respondent did not provide in the issued bills
- (8) That its total entitlement of rebate on foregoing counts works out to Rs 31,61,336.34 (**Annexure C8-1 to C8-2**) up to May 2023 and in addition to this amount it is also entitled to consequential refund of Electricity Duty and Interest on amount excess billed as per clause 5.7.3 of the Supply Code, 2009;
- (9) Per Rejoinder: that its entitlement for expansion rebate exists due to increase in contract demand, with or without increase in connected load and that the said expansion rebate amounting to Rs 15,57,543.28 has been adjusted by the Respondent in bill for December 2024 (**Annexure C9**) but there is a difference in calculation of rebate by it and that allowed by the Respondent;
- (10) On foregoing grounds, submissions and arguments, the Complainant has sought relief in terms of directions to Respondent to refund the aforesaid rebate for the past period and also provide the same during the unexpired period of three years, including Electricity Duty and Interest.

**Respondent -**

- (11) That Complainant has misread and mis-appreciated the provisions on expansion Rebates contained in Tariff Order as the same is applicable only if expansion is undertaken by Industry and not merely for the increase in contract demand which cannot be considered as expansion;
- (12) Complainant initially got its load sanctioned for 450 kW which was built up in parts;

- (13) The Complainant only increased its load once in November 2022 and arrears on account of the said rebate shall be allowed in upcoming bill for December, 2024 and thereafter;
- (14) That rebate on electricity duty corresponding to expansion rebate is not admissible;
- (15) On foregoing grounds, the Respondent has prayed for dismissing the complaint.

**ORDER**

- (16) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the Ld HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 (or the CGRF Regulations), HP Electricity Supply Code, 2009 and amendments thereto, CEA Regulations, various Tariff Order passed by the Ld HPERC 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;
- (17) Before the Forum delves into the issues of rebates raised by the instant Complainant who is a Large Industrial Power Supply consumer (LIPS), it is imperative to reproduce for sake of clarity the provisions of rebates contained under Schedule - Large Industrial Power Supply (LIPS) in various Tariff Orders passed by the Ld HPERC, some of which have been relied upon by the Complainant -
  - (a) **Tariff Order passed on 04.05.2018 by the Ld HPERC for FY 2018-19 (applicable w.e.f 01.04.2018 to 30.06.2019)-**

**Quote**

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**3. Two part Tariff**

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**b) Energy charge (Charges-2)**

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**\*Note:**

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

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

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**c) Demand Charge (Charges-3)**

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**4. Peak load charges (PLC)**

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

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**3. Two part Tariff**

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**b) Energy charge (Charges-2)**

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**\*Note:**

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

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

*c. For new industries coming into production after 01.07.2019 the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years*

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**c) Demand Charge (Charges-3)**

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**4. Peak load charges (PLC)**

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

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**3. Two part Tariff**

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**b) Energy charge (Charges-2)**

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**\*Note:**

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

*b. For existing industries which have undergone expansion in the FY 2018-19 onwards and/or shall be undergoing expansion in this financial year i.e. FY2020-21, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.*

*Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand.*

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**4. Peak load charges (PLC)**

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

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**13. Rebate for New and Expansion Industries:**

*a. For new industries which have come into production between 01.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of three years.*

*b. For new industries which have come into production between 01.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.*

*c. For new industries which have come into production between 01.06.2020 to 31.05.2021, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.*

*d. For new industries coming into production on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.*

*e. For existing industries which have undergone expansion during 01.04.2018 to 30.06.2019 and/or during 01.06.2020 to 31.05.2021, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.*

*Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020 and/or shall be undergoing expansion on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand.*

*f. It is clarified that the above-mentioned rebate on energy charges shall be applicable during normal and peak hours. In case of night hours, night time concession shall only apply.*

*g. In case of units registered under HP Industrial Policy 2019, but not falling under the respective category of small, medium, large industrial power supply as notified by the Commission, the rebate on energy charges (as per relevant tariff category) shall be applicable for new units as well as for existing units which have undergone expansion similar to the applicability of rebate on Industrial power supply.*

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

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**13. Rebate for New and Expansion Industries:**

*a. For new industries which have come into production between 01.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.*

*b. For new industries which have come into production between 01.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.*

*c. For new industries which have come into production between 01.06.2020 to 31.05.2021, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.*

*d. For new industries which have come into production on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.*

*e. For new industries coming into production on or after 01.04.2022 upto 31.12.2022, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years. Provided in case the GoHP Industrial Policy is continued beyond 31.12.2022, the above incentive shall continue upto 31st March, 2023.*

*f. For existing industries which have undergone expansion during 01.04.2018 to 30.06.2019 and/or during 01.06.2020 to 31.05.2021, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.*

*g. Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020 and/or during 01.06.2021 to 31.03.2022 and/or shall be undergoing expansion on or after*

*01.04.2022 upto 31.12.2022, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand. Provided in case the GoHP Industrial Policy is continued beyond 31.12.2022, the above incentive shall continue upto 31st March, 2023.*

*h. It is clarified that the above-mentioned rebate on energy charges shall be applicable during normal and peak hours. In case of night hours, night time concession shall only apply.*

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**(f) Tariff Order passed on 31.03.2023 by the Ld HPERC for FY 2023-24 (applicable w.e.f 01.04.2023 to 31.03.2024) -**

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***13. Rebate for New and Expansion Industries:***

- a. For new industries, which have come into production between 01.07.2019 to 31.05.2020, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years.*
- b. For new industries, which have come into production between 01.06.2020 to 31.05.2021, the Energy Charges shall be 10% lower than the approved Energy Charges for the respective Category for a period of 3 years.*
- c. For new industries, which have come into production from 01.06.2021 onwards, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years.*
- d. For existing industries, which have undergone expansion during 01.06.2020 to 31.05.2021, Energy Charges shall be 10% lower than the approved Energy Charges corresponding to the respective Category for a period of three years for quantum of energy consumption corresponding to proportionate increase in Contract Demand. Provided that such expansion, if undertaken during 1.07.2019 to 31.05.2020 and/or during 01.06.2021 to 31.03.2023 and/or shall be undergoing expansion on or after 01.04.2023, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in Contract Demand.*
- e. Example: In case of Contracted Demand is increased by an industry from 2 MVA to 3 MVA, the monthly units consumption for the purpose of lower Energy Charges shall be considered in proportion of the Original Contracted Demand and increased Contracted Demand. i.e., in case of the monthly consumption is 6 LUs, the lower Energy Charges shall be applicable on 2 LUs while 4 LUs shall be billed at the regular Energy Charge.*
- f. The above-mentioned rebate on Energy Charges shall be applicable during normal and peak hours. In case of night hours, night-time concession shall only apply.*

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- (18) On the Complainant's contentions for the refund of rebate for the time / period that had not arrived at the time of filing of the complaint, Forum observes that it is settled law that the rights of the

parties crystallize at the time of filing the complaint and therefore the Forum is not inclined to delve into the relief sought by the Complainant for the refund of rebate for the unexpired period that is the time / period that had not arrived at the time of filing of the complaint and accordingly rejects the relief sought by the Complainant on this count;

- (19) Now Forum proceeds to evaluate the contentions raised by the Complainant on its general entitlement for expansion rebates as provided in the Tariff Orders passed by the Ld HPERC and on grounds that it had increased its Contract Demand (kVA) from time to time –
- (20) Forum from examination of the provisions of expansion rebates for Industries contained in Tariff Orders reproduced in para supra, finds that the ibid Tariff Orders do not define the word or expression 'expansion'. It is a known fact that the word 'expansion' implies physical increase of factors such as size, number, importance etc. What constitutes expansion in industry, like whether industries merging/splitting or industries undergoing increase/decrease in production or industries increasing/decreasing capital/manpower with or without increase in capacity or the point of start/end of infusion of capital or some yardstick of technical parameters/standards of the Respondent, has not been defined or spelt out in the Tariff Orders, so as to enable the Respondent to assess the fact, quantum and effective time of expansion for the purpose of giving out the said expansion rebates. While Rebates by the Industries Department of the Government may pertain to conditions as may be specified for it, however, factors such as addition of buildings, structures, manpower, capital infusion in company, investments in other companies etc obviously cannot become the basis to give rebates on expansion by the Respondent who is a electricity distribution licensee. Thus, the expansion has to be considered with regard to Respondent's technical parameters/standards;



- (21) Thus in the opinion of the Forum, the expansion rebates as laid out in the Tariff Orders passed by the Ld HPERC for the electricity distribution company being the Respondent herein, certainly cannot pertain to any expansion other than that of electrical nature;
- (22) Thus, before the said expansion rebates against electrical expansion are allowed by the Respondent to the Complainant or even by the Forum to the Complainant, at the outset it becomes imperative to conclusively confirm its quantum and actual time of occurrence including any previous expansion that may have been undertaken by the consumer Complainant for which rebates may not be specified or allowed. In accordance with the provisions of Tariff Orders on rebates, it is only after the electrical expansion has been established by the Respondent, can the said rebate be determined or calculated at the specified rates for the energy consumption corresponding to proportionate increase in Contract Demand (in kVA);
- (23) The contention raised by the Complainant that increase in Contract Demand is expansion, can be viewed and settled by merely determining the question of 'expansion' vis-à-vis the definition of Contract Demand given in the Supply Code notified on 26.05.2009 by the HPERC. The definition is reproduced as follows: –

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1.2.15 “contract demand” expressed in kVA units means the maximum demand contracted by the consumer in the agreement with the licensee and in absence of such contract, the contract demand shall be determined in accordance with the Tariff Order;

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- (24) From the ibid definition of Contract Demand (in kVA) it becomes clear that Contract Demand is merely a demand contracted or agreed between the consumer and the licensee which cannot in any way be construed to mean expansion. In accordance with the Tariff Orders passed by the Ld HPERC and in the practical application of the Contract Demand (kVA), the actual Maximum Demand (in kVA)

recorded on a meter, is evaluated vis-à-vis this Contract Demand (kVA) and in absence of any contracted demand then such is assumed in accordance with the provisions enshrined in Supply Code/ Tariff Orders. Thus the Forum holds that Contract Demand is simply a contractual term or expression and cannot mean expansion;

- (25) From the definition of Contract Demand (in kVA) given in the Supply Code when read in conjunction with the provision of rebate on expansion given in the ibid Tariff Orders passed by the Ld HPERC, it becomes clear to the Forum that the expression 'Contract Demand' given in the provisions on rebates contained in Tariff Orders, exists merely to determine or calculate the proportionate increase in energy consumption and this is only after the condition of electrical expansion, has been conclusively established. To force any other meaning of Contract Demand shall simply be against its specified meaning;
- (26) Therefore to hold that increase in Contract Demand is expansion shall be patently and out rightly wrong. Also for the simple reason that the contracted demand between Complainant and Respondent can be of permanent or temporary nature and can from time to time be varied i.e decreased or increased or increased then decreased etc, thus such contracted demand, being a contractual term, cannot be construed to mean physical expansion of Industry because then its reduction would imply contraction of Industry and it cannot be reasonably assumed by the Forum that in one instant the Industry had undergone expansion and in another it had undergone contraction;
- (27) Seen from another angle, physical expansion cannot mean to have taken place when the Contract Demand is increased or to mean that physical contraction has taken place when the Contract Demand is decreased in which case any rebate availed shall have to be returned by the Industry. Without the underlying expansion, there may also be a condition that there is an increase of Contract Demand by the Complainant which is accompanied with decrease in consumption in a particular month or vice-versa. Thus such contracted demand, being

a contractual term, Forum again holds that its increase cannot be construed to mean physical expansion;

- (28) Thus, the implied argument by the Complainant that increases in Contract Demand means expansion because the Tariff Orders nowhere base the said expansion rebate on increase in connected load, certainly cannot garner the support of the Forum. This assumption and argument of Complainant is flawed and is neither in tune with the extant provisions of the Regulations nor the Tariff Orders passed by the Ld HPERC. Even the provisions of the Tariff Orders when read diligently, makes the rebates available only to 'existing Industries which have undergone expansion'. Thus, the Forum is constrained to reject the assumptions and arguments of the Complainant that increase of Contract Demand (in kVA) implies expansion and that thus it is entitled to expansion rebates. As discussed by the Forum in paras supra, such assumption and argument of the Complainant is neither tenable nor valid. In the opinion of the Forum increases in Contract Demand no way establishes physical electrical expansion or even any other expansion. The Forum clearly rejects the arguments of the Complainant with regard to expansion and with regard to expansion rebates, as being invalid, untenable, and farfetched;
- (29) In view of foregoing discussion, the Forum sums up that while expansion of industry is a physical outcome, the Contract Demand (kVA) is a contractual obligation. Thus the Contract Demand (kVA) or its increase or decrease does not imply expansion or contraction of Industry and it is only to be applied after establishing and confirming expansions. Here the limited purpose of Contract Demand is only that for calculating the proportionate increase in energy consumption with respect to it and thereafter to determine the applicable rebate. Thus, before this Contract Demand is applied, the physical electrical expansion of Industry will have to be proved and established by the consumer Complainant and also duly verified and established in clear unambiguous terms by the Respondent HPSEBL;

- (30) From examination of the complaint, the Forum clearly finds that the Complainant has not proven the physical electrical expansion but has largely based its contention of expansion on arguments, assumptions and surmise that increase or decrease of Contract Demand (in kVA) is expansion which the Forum has rejected in paras supra;
- (31) The Forum also finds that the Complainant in contradiction to its own assumptions, arguments and contentions, while stating in its Rejoinder that increase in contract demand implies expansion when no other meaning has been attached to it by the HPERC in its Tariff Orders, has in the same breath also stated without proof, that it had increased its connected load and thus on this argument it is entitled to expansion rebate. This is not even the original case of the Complainant and the Complainant has gone on to raise a new cause of action in its Rejoinder which ought to be out rightly rejected. However, the Forum is still inclined to explore this aspect as well -
- (32) During the final hearing/argument stage, it was admitted by the authorized representative of the Complainant's that its Industry was set up around the year 2018. The Industry accordingly being a relatively new one, even the gradual build-up of its load vis-à-vis its sanctioned load during its initial years, as informed by the Respondent and not denied by the Complainant, cannot be construed as expansion. The condition of buildup of load is a practical condition which may arise and is duly addressed in the code 3.9 of the Supply Code. Therefore, any nature of increase in connected load alone also does not establish expansion and cannot become the basis for consideration of Complainant's case for its entitlement of expansion rebate. Expansion has to be determined on case to case basis and established with proof;
- (33) On the anvil of the foregoing discussion and from examination of the instant complaint, Forum clearly finds that the Complainant has failed to conclusively establish physical electrical expansion and consequently also its entitlement for the expansion rebates. It is for the Complainant to ab-initio prove its case of physical electrical

expansion as existing at its start and thereafter also, along with the precise time from which such expansion has to be considered by Respondent for the purpose of expansion rebates. The complaint has to be duly supported with respective comprehensive details of electrical expansion. The nature and scope of such details may arise from extant provisions of Regulations notified by the HPERC and by the CEA from time to time and such details must have been duly verified by the Respondent and a third party namely the Chief Electrical Inspector accordingly. The Complainant has clearly failed to establish with proof any electrical expansion by it;

- (34) Forum is certainly not inclined to blindly accept the contentions of the Complainant. The instant complaint is grossly misplaced as well as missing on these counts and the Complainant has clearly failed to prove its case for expansion to become eligible for any rebate on expansion whatsoever as provided in the *ibid* Tariff Orders passed;
- (35) In the considered opinion of the Forum, public money cannot be doled out or squandered at mere whims and fancies of individuals and have to be considered and dealt meticulously with caution by those on whom the responsibility to do so is bestowed. Those on whom such responsibility is bestowed are the designated offices of the distribution licensee whose actions cannot also be such as to cause loss to the distribution licensee Company. Same is the point in case for expansion rebates that have been specified by the Ld HPERC in the Tariff Orders passed by it. It is thus also incumbent and inescapable on the part of the respective Respondent to hold with proof the eligibility and entitlement of the Complainant for the said expansion rebate based on extant provisions of Regulations notified by the HPERC and by the CEA from time to time and such details / lists of new electrical loads must have been duly verified by the Respondent and a statutory authority namely the Chief Electrical Inspector. The Respondent has also not established on record that there is electrical expansion by the Complainant to make it eligible for expansion rebate. Thus any expansion rebate doled out, without

holding proof of expansion as explained above, shall be patently wrong on part of the respective Respondent;

- (36) Based on the foregoing explanation, discussions and findings in paras supra, the Forum rejects the contentions and arguments of the Complainant that it is entitled for the said expansion rebate. Forum holds and concludes that the Complainant, based on mere assumptions, arguments and contentions raised by it without proof, is not eligible or entitled for expansion rebates as have been provided in the Tariff Orders;
- (37) The issue raised by the Complainant with regard to its entitlement and eligibility for expansion rebate is accordingly rejected and disposed.
- (38) On the issue of refund of Electricity Duty (ED) raised by the instant Complainant, Forum is inclined to specifically look into the facet of the Electricity Duty –
- (39) Forum, from bare perusal the HP Electricity (Duty) Act, 2009 finds that Electricity Duty (ED) is a levy by the Government. This is collected by the Respondent on behalf of the Government on actual consumption of electricity made by consumer or supply of electricity by the licensee in accordance with the HP Electricity (Duty) Act, 2009. No-where in the Tariff Orders passed by the Ld HPERC has the rebate on expansion or excess consumption, been considered to have the net effect of reduction in actual consumption or on reduction of ED. Other-wise also, such a proposition would be absurd for the simple reason that actual consumption remains actual and not nominal and also because the Electricity Duty is the specific domain of the Government as well as property of the government and not the Respondent's or the HPERC's. This Electricity Duty while being applicable on electricity consumption or supply is simply to be calculated on energy charges. Further, the Complainant has no-where shown that it has not consumed the electricity which has been billed to it. Thus any monetary rebate cannot have any effect what-so-ever on reduction of Electricity Duty nor can these entitle the Complainant for its refund;

- (40) In view of foregoing, Forum holds that while the Electricity Duty is the specific domain of the Government however, the Complainant is still not at all eligible for any refund of Electricity Duty by the Respondent that may have arisen from rebates being claimed by it or rebates that may have been passed on to the Complainant by the Respondent or allowed by the HPERC. The arguments and contentions raised by the Complainant for refund of Electricity Duty is thus also rejected and accordingly disposed.
- (41) On the issue of payment of Interest raised by the Complainant, Forum does not find any reference to payment of Interest on rebates in the Tariff Orders passed by the HP Electricity Regulatory Commission. The Forum now proceeds to look into the specific facet of payment of Interest arising from the non-payment of rebates, in accordance with regulations notified by the HPERC –
- (42) Forum observes that on a claim raised by the consumer, at the outset the quantum and question of eligibility and entitlement of Rebate by the Complainant has to be assessed and established by the Respondent distribution licensee based on Tariff Orders passed by the Ld HPERC and Codes / Regulations notified by the HPERC. Once the same has been assessed, established, determined and paid by the distribution licensee, shall the question of payment of any Interest arise on the principle amount so determined. At the same time, such shall have to be permitted by the HPERC through its Regulations or Tariff Orders;
- (43) On bare examination of sub-regulation 26(2)(ii) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 which is in terms of Interest to be paid on undue charges that have been paid by the Complainant consumer, no-where has the Complainant shown to the Forum that the bills paid by it contained undue charges and neither is any bill disputed by the Complainant which may be carrying undue charges. Non-inclusion of rebate in a bill by the Respondent does not make the bill to become un-due. It has to be shown by the Complainant that the charges

included in the bill were not due and which were paid by the Complainant, such as to invoke this provision of regulations, and this aspect is conspicuously missing in the filing by the Complainant;

- (44) Also on bare examination of code 5.7.3 of the HP Electricity Supply Code, 2009, Forum finds this to be with regard to Interest on excess payment made by the Complainant due to erroneous billing and this is also not the case of the Complainant. Merely the non-inclusion of rebate by the Respondent in a bill does not make the bill to become erroneous. This rebate is separate and it may be a case that such rebate is paid separately by the Respondent or is required to be calculated on a yearly basis;
- (45) In view of foregoing, the Forum holds that the payment of Interest to the instant Complainant by the Respondent on Rebates allowed in Tariff Orders, is not provided in the said Code / Regulations notified by the HPERC. The Complainant is accordingly not eligible for any Interest arising from payment of the rebate. Thus, the contention raised by the Complainant with regard to refund of Interest on rebate is also rejected by the Forum and is accordingly disposed.

On aforesaid terms, the complaint is **Dismissed** and disposed accordingly;

Parties are left to bear their own costs.

Order is announced before the parties present today on 21.01.2025 at Shimla in open Forum.

Registry of Forum is directed to supply certified copies of this Order to the parties and the complaint along with this Order be consigned to record room for safe custody.

**Date: 21.01.2025**

**Shimla**

**--Sd--  
Vikas Gupta  
(Member)**

**--Sd--  
Tushar Gupta  
(Chairperson)**



**CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI,  
SHIMLA-9.**

**Complaint No.: - 1453/202405/14**

**Date of Admission: -31.05.2024**

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

**In ref:-**

M/s MT Auto craft (BTW)  
Near Doon School Haripur Raod  
Barotiwala Distt. Solan HP

**Complainant**

**V/s.**

HPSEBL & Others.

**Respondents**

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

**Respondents**

**Final hearing:- 08.01.2025.**

**Counsels:-**

Complainant 1. Sh. Rakesh Bansal A.R.

Respondent 1. Sh. Kamlesh Saklani US Law.

2. Sh. Rajesh Kashyap Advocate

**Date of Decision: -21.01.2025**

**Notice**

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

**No. CGRF/Complaint No. 1453/202405/14**

**Dated:-**

M/s MT Auto craft (BTW)  
Near Doon School Haripur Raod  
Barotiwala Distt. Solan HP

**Complainant**

**V/s.**

HPSEBL & Others.

**Respondents**

**Complaint No. 1453/202405/14**

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

**Respondents**

The Certified copy of final order dated 21.01.2025 passed by the Hon'ble Forum in the aforesaid complaint is enclosed find herewith for further necessary action at your end please. The compliance be reported/ intimated within one month after the receipt of order in the office.

**DA:-As above.**

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