

CONSUMER GRIEVANCES REDRESSAL FORUM, SHIMLA

Complaint No 1431/202409/27

M/s Magbro Healthcare Pvt. Ltd.

Vs

Himachal Pradesh State Electricity Board Ltd and Ors

BRIEF FACTS OF CASE–

- (1) Complaint is filed under Regulations 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s Magbro Healthcare Pvt. Ltd., Village Messa Tibba PO Manjholi, Nalagarh - 174101;
- (2) Complainant is an Industrial (LIPS) Consumer of Respondent HPSEBL bearing Consumer ID 100012000790;
- (3) The Complainant being aggrieved by the monetary demand raised to it by the Respondent by way of impugned Demand Notice dated 23.08.2024 for Rs 20,93,499/- (**Annexure C3**), for the period from August 2018 to September, 2023, has approached the Forum. This impugned demand raised by the Respondent is on account of past period arrears. These past period arrears have arisen due to defective metering during the said past period, as a result of which there was less recorded consumption and less billing to the Complainant in the past.

COMPLAINANT –

- (4) That on 24.08.2023, meter with Sr No 11377051 was replaced with meter No X0697534 by the Respondent under suspicion of malfunction;
- (5) That vide Respondent letter dated 17.11.2023 (**Annexure C1**), the removed meter No 11377051 was sent to the Metering & Testing Lab, HPSEBL Solan.
- (6) That vide Lab's letter dated 22.11.2023 (**Annexure C2**), the Respondent was informed that meter was slow by 20% and it had failed on accuracy test;
- (7) That on 23.08.2024, Respondent issued Demand Notice for Rs 20,93,499/- (**Annexure C3**) for the billing period from August 2018 to September, 2023 which is more than 5 years. In the Notice 20%

slowness of meter for the period August 2018 to November 2022 has been stated whereas slowness of 33% has also been charged from December 2022 to September 2023;

- (8) That the Demand Notice is in contravention of code 4.4.8(i) of Supply Code, 2009 (provisions reproduced) which does not permit overhauling beyond 6 months;
- (9) That the Respondent has also calculated slowness as 33% from December 2022 to September 2023, which is incorrect for the reason that the Test results show slowness only of 20%;
- (10) Complainant has sought relief for quashing impugned Demand Notice dated 23.08.2024 for Rs 20,93,499/-.

RESPONDENT –

- (11) That the short assessment bill amounting to Rs 20,93,499/- for the period from August 2018 to November 2022 and from December 2022 to September 2023 is lawful based on verifiable data. Copy of Demand Notice and calculation Sheet is at **Annexure R-6**;
- (12) The assessment is in accordance with HP Electricity Supply Code, 2009 and other applicable regulations;
- (13) That from routine inspection and MRI analysis, it was observed that while production of Complainant's Industry was in full swing however, there was meter recording defect. From August 2018 to November 2022 current in 'Y' phase of meter was missing intermittently and from December 2022 to September 2023 potential was completely missing in 'B' phase of meter (**Annexure R1**). MRI data is a tamper-proof and reliable record used to diagnose meter anomalies. MRI data is at **Annexure R7**;
- (14) That while the 'B' phase voltage missing due to loose wiring, which resulted in less recording of consumption by 33%, was rectified at site but 'Y' phase current problem which resulted in 20% less recording of consumption remained the same. The 'Y' phase missing which lead to less recording of energy consumption has been confirmed by M&T Solan vide letter dated 23.08.2024 (**Annexure R5**), where

meter No 11377051 was sent for Testing. Mr Gaurav Awasthi of Complainant evidenced the Testing at the M&T Lab and it was found slow by 20%;

- (15) That Sufficient data is available to show slowness of meter due to missing phases;
- (16) That submission of Complainant that overhauling is done only for 6 months is untenable which is the case when evidence is not available, whereas here MRI data is available which shows slowness of meter
- (17) Respondent has prayed that in view of facts and circumstances given above, complaint being devoid of merit may be dismissed.

ORDER

- (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;
- (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 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 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 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 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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Un-Quote

- (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;
- (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;
- (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;

- (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 –
- (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;
- (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;

- (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;
- (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;
- (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;
- (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;

- (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;
- (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 manner of MRI data;
- (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;

- (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;
- (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 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;

- (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;
- (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;
- (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 un-metered 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.

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

- (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;
- (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);

- (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.
- (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;
- (47) 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. 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;

- (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;
- (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;
- (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;

- (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;
- (52) In the event of non-payment by the Complainant, the Respondent shall be at liberty to take action as per extant law / Regulations governing the matter;
- (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;
- (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;

- (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.

On aforesaid terms, the complaint is **Dismissed** and is accordingly disposed. Parties are left to bear their own costs.

Order is announced before the parties present today on 06.02.2025 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: 06.02.2025
Shimla

--Sd--
Vikas Gupta
(Member)

--Sd--
Tushar Gupta
(Chairperson)

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

Complaint No.: - 1431/202409/27

Date of Admission: -05.09.2024

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

In ref:-

M/s Magbro Healthcare Pvt. Ltd.
Village Messa Tibba Nalagarh
Distt. Solan 174101.

Complainant

V/s.

HPSEBL & Others.

Respondents

1. The Executive Director (Pers.),
HPSEBL, Vidyut Bhawan,
Shimla-171004.
2. The Sr. Executive Engineer,
Electrical Division, HPSEBL,
Nalagarh, Distt Solan.
3. The Assistant Engineer,
Electrical Sub-Division No.1
HPSEBL, Nalagarh,
District Solan (H.P.)

Respondents

Final hearing:- 29.01.2025.

Counsels:-

Complainant	1. Sh. Rakesh Bansal (Authorized Representative)
Respondent	1. Sh. Kamlesh Saklani, Under Secretary Law. 2. Sh. Rajesh Kashyap, Advocate

Date of Decision: - 06.02.2025

Notice

Registered

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI
SHIMLA-171009.

No. CGRF/Complaint No. 1431/202409/27

Dated:-

M/s Magbro Healthcare Pvt. Ltd.
Village Messa Tibba Nalagarh
Distt. Solan 174101.

Complainant

V/s.

HPSEBL & Others.

Respondents

Complaint No. 1431/202409/27

1. The Executive Director (Pers.),
HPSEBL, Vidyut Bhawan,
Shimla-171004.
2. The Sr. Executive Engineer,
Electrical Division, HPSEBL,
Nalagarh, Distt Solan.
3. The Assistant Engineer,
Electrical Sub-Division No.1
HPSEBL, Nalagarh,
District Solan (H.P.)

Respondents

The Certified copy of final order dated 06.02.2025 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.

Sd/-

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