

CONSUMER GRIEVANCES REDRESSAL FORUM, SHIMLA

Complaint No 1454/202608/13

M.A. No.2026/13-01

M/s J.S.K. International

Vs

Himachal Pradesh State Electricity Board Ltd & Others

ORDER

- (1) Complaint has been filed by M/s J.S.K. International, Village Gullarwala, Vardhman Budh Road, P.O. Baddi, Tehsil Baddi, Distt. Solan (H.P.) - 173205, pursuant to liberty granted by Hon'ble Electricity Ombudsman order dated 20.04.2026 in complaint No.03/2026 (Annexure C1).
- (2) Himachal Pradesh State Electricity Board Ltd (HPSEBL) is the Distribution Licensee and the Respondent herein.
- (3) The Complainant seeks reconciliation of its electricity account bearing Consumer ID 100012002830 on account of alleged discrepancies in electricity duty, late payment surcharge, migration of balances from HCL to SAP and adjustment of payments. While the complaint seeks reconciliation from FY 2014 to FY 2026 (Annexure C3), the rejoinder specifies September 2015 as the starting point, alleging that no arrears existed at that stage. The Complainant has further sought settlement or refund according to the resulting balance, including refund of Rs.5,80,423 with interest, if excess recovery is established.
- (4) The Respondents submit that the account has already been reconciled and the position communicated through Letter No. 2037 dated 23.01.2026, through which a demand of Rs.39,00,433.10 had been raised (Annexure C4). According to them, the late payment surcharge was removed and interest under Section 127(6) of the Electricity Act, 2003 was calculated separately. They further submit that electricity duty

corrections and the adjustment relating to migration of balances were accounted for. They oppose a fresh examination of the entire account without identification of specific outstanding errors.

- (5) In the rejoinder, the Complainant disputes the completeness of that exercise and relies upon its calculation statement and sample bills. It seeks verification of the electricity duty credit of Rs.7,71,904.07, the disputed entry of Rs.47,78,031.52 and the payment of Rs.5,80,423 made under protest on 26.09.2025. The Complainant also undertakes to discharge any genuine liability established through reconciliation, excluding the Section 126 dues stated to be pending before the Hon'ble High Court. It clarifies that the notice dated 23.01.2026 is relied upon as evidence of the alleged accounting discrepancies and is not challenged as a standalone demand in these proceedings.
- (6) During the proceedings before the Forum on 16.09.2026, both parties requested joint reconciliation of the consumer account. The Forum allowed their request and directed Respondent No. 2 to remain present on the next date of hearing along with the status of reconciliation. On 28.09.2026, both parties sought a further weeks' time to complete the exercise. The Forum granted their request and directed Respondent No. 2 to submit the reconciliation report by 05.10.2026 which was not submitted. Matter was listed on 07.10.2026 and again on 14.10.2026 for submission of reconciliation report.
- (7) On 14.10.2026, the Respondents stated that the reconciliation report could not be submitted because the Complainant had not signed it. Respondent No. 2 was directed to submit the report within two days, even without the Complainant's signature. The Complainant has filed an application dated 07.10.2026 stating that it does not wish to pursue the grievance further and seeks unconditional withdrawal of the

complaint which was also taken on record. Orders on the application and the complaint were reserved for 23.10.2026.

- (8) The principal relief sought by the Complainant is reconciliation of the consumer account. The Forum has already allowed this prayer by order dated 16.09.2026 on the joint request of the parties. Pursuant to the subsequent directions, the Respondents have submitted the reconciliation report titled as “Joint Reconciliation & Bilateral Settlement” dated 15.10.2026 on 16.10.2026, which is taken on record. It bears the signatures of the authorized signatory of the Complainant and the concerned officers of the Respondents. According to the report, the parties have recorded a mutually agreed net balance of Rs.14,09,827.82 payable by the Complainant. The Complainant has undertaken to pay this amount within fifteen days of signing the settlement.
- (9) The Respondents had earlier defended the reconciliation and demand of Rs.39,00,433.10 raised through the notice dated 23.01.2026. The subsequent signed settlement records a different amount payable by the Complainant. It supersedes that notice as well as the earlier notice dated 25.06.2025 for Rs.5,71,412. The Forum records this as the outcome of the reconciliation undertaken by the parties.
- (10) The Forum has not examined or verified the detailed calculations, individual ledger entries or adjustments forming part of the reconciliation. The report is taken on record as a settlement signed by both parties. No finding is recorded on the correctness of its calculations or on the disputed accounting explanations contained in the pleadings.
- (11) The settlement records adjustment of the payment made against the first demand notice while arriving at the agreed net balance. It also excludes the Section 126 dues and consequential late payment surcharge from that balance. Liability relating to the Section 126 proceedings remains

subject to the outcome of the matter pending before the Hon'ble High Court of Himachal Pradesh.

- (12) The Complainant's application dated 07.10.2026 states that it does not wish to pursue the grievance further and seeks unconditional withdrawal. The principal prayer for reconciliation had already been allowed, and the parties have now recorded its outcome in a signed settlement. In these circumstances, the application is allowed. No liberty is granted to institute a fresh complaint on the same cause of action. The parties shall act in accordance with the signed settlement.

On aforesaid terms, the complaint is disposed of as withdrawn.

Parties are left to bear their own costs.

Order is announced before the parties present today on 23.10.2026 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.

-Sd-

(Rakesh Chand Negi)
(Member)

-Sd-

(Madan Dhiman)
(Member)

-Sd-

(Harinder Thakur)
(Chairman)

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI-09.

No. CGRF/Complaint No. 1454/202608/13

Dated: -

Complaint No.: - 1454/202608/13
Date of Admission: - 11.08.2026
Quorum: - Er. Harinder Thakur, Chairman.
Er. Rakesh Chand Negi, Member.
Er. Madan Dhiman, Member.

M/s J.S.K. International,
Village Gullarwala, Verdhman Budh Road,
P.O. Baddi, District Solan (HP). 173205

Complainant

V/s.

1. The Sr. Executive Engineer,
Electrical Division HPSEBL
Baddi, Distt, Solan HP.
2. The Assistant Executive Engineer,
Electrical Sub-Division HPSEBL,
Baddi, Distt. Solan HP.

Respondents

Complaint Regarding: -

Final hearing: -

14.09.2026

Present for: -

Complainant	1. Sh. Rakesh Bansal (A.R)
Respondent	1. Sh. Kamlesh Saklani, Deputy Secretary (Law). 2. Sh. Rajesh Kashyap, Advocate

Date of Decision: -

23.10.2026

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.

No. CGRF/Complaint No. 1454/202608/13

Dated: -

M/s J.S.K. International,
Village Gullarwala, Verdhman Budh Road,
P.O. Baddi, District Solan (HP). 173205

Complainant

V/s.

HPSEBL & Others.

Respondents

Complaint No. 1454/202608/13

1. The Sr. Executive Engineer,
Electrical Division HPSEBL
Baddi, Distt, Solan HP.
2. The Assistant Executive Engineer,
Electrical Sub-Division HPSEBL,
Baddi, Distt. Solan HP.

Respondents

The Certified copy of final order dated 23.10.2026 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.