CONSUMER GRIEVANCES REDRESSAL FORUM, SHIMLA

Complaint No 1431/202607/11

M/s Jiyana Industries Pvt. Ltd

Vs

Himachal Pradesh State Electricity Board Ltd & Others

BRIEF FACTS OF THE COMPLAINT–

(1) The complaint has been filed under Regulation 16, 17 and 18 of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s Jiyana Industries Pvt. Ltd., Plot No. 5 & 6, Industrial Area Mandyarpur, Kirpalpur, Nalagarh, District Solan, H.P. bearing Consumer ID No. 200012001462. The electricity connection of the Complainant was released vide Service Connection Order No. 2000959620 dated 20.08.2025 (Annexure R-1) with connected load of 350 kW and Contract Demand of 150 kVA. The connection was initially released and billed under the Large Industrial Power Supply (LIPS) category.

(2) At the time of release of the connection, the Complainant had not furnished the No Objection Certificate (NOC) from the concerned statutory authority. It had submitted a notarized affidavit dated 16.07.2025 (Annexure C-3) stating that proceedings between Baddi Barotiwala Nalagarh Development Authority (BBNDA) and Single Window Clearance Authority (SWCA), Nalagarh were pending and undertaking to submit the NOC after the matter was decided/finalized. The Complainant has also alleged that the words providing a period of three months were subsequently inserted by hand in the affidavit without its consent.

(3) The Complainant states that it pursued the matter with BBNDA and deposited the prescribed NOC charges through cheque dated 04.10.2025. The NOC was ultimately issued on 11.02.2026 (Annexure R-3). It further states that the delay in issuance of the NOC was attributable to the concerned statutory authorities and was beyond its control.

(4) During subsequent audit scrutiny, the Respondents found that the consumer had been billed under LIPS schedule despite non-submission of the statutory NOC. On the basis of the audit, tariff differential was calculated by applying Temporary Metered Supply (TMS) tariff (Annexure C-5). A sundry amount of Rs.7,87,919.36 was thereafter debited in the electricity bill (Annexure C-1). The Complainant has challenged the principal demand as well as the LPS levied thereafter.

(5) Along with the complaint, the Complainant also moved an application seeking interim protection against recovery of the disputed amount of Rs.8,36,268.27 (Annexure C-2) including LPS and against disconnection of supply. On the first date of hearing i.e. 29.07.2026, the Complainant offered to deposit one-third of the disputed amount in terms of Regulation 25 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013.

(6) Vide interim order, the Complainant was directed to deposit one-third of the disputed amount, quantified at Rs.2,78,756.09, within the period specified by the Forum. Subject to such deposit, the Respondents were restrained from taking coercive action, including disconnection, during pendency of the complaint.

(7) On 06.08.2026, the Respondents confirmed receipt of the aforesaid one-third amount deposited by the Complainant. The interim protection was accordingly confirmed and the Respondents were directed not to take coercive action, including disconnection of the electricity supply, till disposal of the complaint.

(8) During subsequent proceedings, the Forum directed the Respondents to furnish the breakup of the sundry charges and surcharge and also to produce the original consumer case file. On 10.09.2026, the Respondents produced the breakup showing separately the SOP component, Electricity Duty, Milk Cess, Environment Cess and Surcharge. The original consumer case file was also produced, perused by the Forum and returned. Arguments of both parties were

thereafter heard at length and concluded, and the matter was reserved for orders.

COMPLAINANT–

(9) The principal contention of the Complainant is that its connection was sanctioned and released under LIPS by the competent field officers of Himachal Pradesh State Electricity Board Ltd. (HPSEBL) after accepting the affidavit dated 16.07.2025. The Service Connection Order was issued under LIPS and the consumer was thereafter billed under the regular industrial tariff. According to the Complainant, an internal audit objection could not retrospectively undo an already executed connection arrangement.

(10) The Complainant has relied upon para 3.1.2.2 of the Himachal Pradesh Electricity Supply Code, 2009, particularly its second proviso. The relevant provision reads as under:

> "*Provided further that any other agreement required for supply of electricity, in addition to the normal agreement on Application form, shall also become the part of the Application and Agreement form and there shall not be any requirement of a separate agreement form*."

On the strength of the above provision, the Complainant has argued that the affidavit became part of the Application and Agreement governing the electricity connection. According to it, once Respondents (HPSEBL) accepted the affidavit and thereafter released the connection under LIPS, the Licensee cannot subsequently disregard the terms upon which the connection had been released.

(11) In rejoinder, the Complainant has further contended that the concerned SDO/Assistant Engineer was an authorized officer of HPSEBL. The Service Connection Order was issued by the Licensee itself and the consumer was thereafter billed under LIPS. According to the Complainant, an internal audit objection cannot retrospectively undo the action already taken by the competent officers of the Licensee.

(12) The Complainant has also disputed the handwritten mention of 03 months on the affidavit. It has been submitted that these words did not form part of the notarized affidavit as originally executed and that no signature or authentication of the deponent appears against the alleged alteration. The Complainant therefore contends that the handwritten period cannot be relied upon against it.

(13) It has further been submitted that the letter dated 31.01.2026 (Annexure R-4) itself granted one month for submission of the NOC, whereas the disputed sundry charge of Rs.7,87,919.36 was debited in the running bill only three days thereafter on 03.02.2026. The Complainant therefore submits that even the period granted by the Respondents themselves was not allowed to expire.

(14) The Complainant has also questioned the procedure adopted for raising the tariff differential. Reliance has been placed upon para 5.2.5(b) of the Supply Code. According to the Complainant, an amount arising out of underassessment or checking was required to be tendered separately with necessary particulars and could not have been directly added as sundry charges in the regular monthly bill.

(15) The Complainant has also emphasized that the delay in obtaining the NOC was attributable to the dispute and administrative process involving BBNDA and SWCA. It claims that immediately after the relevant development, it deposited the requisite fee with BBNDA on 04.10.2025 (Annexure C-4) and thereafter obtained the NOC on 11.02.2026.

(16) The Complainant has further challenged the Late Payment Surcharge calculated upon the disputed amount. It has contended that the principal sundry amount included substantial components towards Environment Cess, Electricity Duty and Milk Cess and that LPS could not be charged upon statutory duties, taxes and cesses which are excluded under Clause J of the General Conditions of Tariff.

(17) In the written arguments, the Complainant also relied upon the judgment of the Hon'ble Apex Court in Devendra Kumar Vs. State of

Uttaranchal, (2013) 9 SCC 363 and invoked the principle that no party should be permitted to take advantage of its own wrong. The said principle was sought to be applied with reference to the delay relating to issuance of the NOC.

(18) The Complainant has accordingly prayed for quashing of the sundry demand of Rs.7,87,919.36 and the accumulated arrears. In the alternative, it seeks correction of the demand after excluding statutory duties and cesses from the LPS base. It also seeks protection against coercive action.

RESPONDENTS–

(19) The Respondents have opposed the complaint. Their principal submission is that the affidavit relied upon by the Complainant was in the nature of an undertaking furnished in connection with release of supply in the absence of the statutory NOC. It could not determine or alter the tariff approved by Ld. HPERC.

(20) The Respondents have relied upon para 3.1.2.3 of the Supply Code, the Ld. HPERC order dated 24.08.2022 and the applicable Tariff Order (Annexure R-2). According to them, the Supply Code permits release of supply notwithstanding temporary non-availability of an NOC, but such release does not create a right to regular LIPS tariff for the intervening period.

(21) The Ld. HPERC order dated 24.08.2022 was issued for finalization of documents required for release of connections covered under two-part tariff. Ld. HPERC specifically dealt with the position where the applicant is unable to furnish the statutory NOC. The regulatory scheme permits release on the prescribed undertaking under Temporary Metered Supply category until the statutory requirement is fulfilled.

(22) The applicable tariff schedule also expressly covers under TMS the connections for which the NOC from Panchayat, Municipality, Town and Country Development Authority or corresponding statutory authority has not been provided by the consumer. This makes the

applicability of TMS a consequence of the approved tariff framework by Ld. HPERC and not merely an internal instruction of HPSEBL.

(23) The Respondents further submit that the NOC issued on 11.02.2026 could result in regularization in accordance with the Supply Code from the legally established date of its submission, but cannot retrospectively alter the status of the connection for the period during which the NOC remained unavailable.

(24) The Respondents have denied the allegation regarding unauthorized insertion of the handwritten period of three months. In the alternative, they have submitted that the controversy is immaterial because neither the typed language of the affidavit nor the handwritten period could override the tariff approved by the Ld. HPERC.

(25) The Respondents have further submitted that no officer of HPSEBL is competent to alter a tariff determined by Ld. HPERC. Therefore, even if the connection was initially billed under LIPS, the mistake could subsequently be corrected and the tariff differential recovered.

(26) The Respondents have also submitted that the demand is not an assessment under Section 126 of the Electricity Act, 2003. It is merely recovery of tariff which remained short billed because the consumer had initially been billed under a different category.

(27) On para 5.2.5(b) of the Supply Code, the Respondents have argued that the provision is procedural. Even if some defect occurred in the manner of initially tendering the tariff differential, such defect cannot extinguish the underlying liability to pay the correct tariff.

(28) As regards LPS, the Respondents have accepted that surcharge has to be calculated strictly in accordance with the applicable General Conditions of Tariff. Pursuant to the direction of this Forum, they have submitted a revised calculation showing the surcharge on the permissible component and the amount requiring adjustment.

DISCUSSION AND FINDINDS–

(29) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the Ld. HPERC,

Himachal Pradesh Electricity Supply Code, 2009 and amendments thereto, MYT Tariff Order passed by the Ld. HPERC. The Forum has also examined the complaint, reply, rejoinder, written arguments, the documents placed on record, the surcharge calculation furnished by the Respondents and the original consumer case file produced during hearing. The Forum heard the parties at length. The considered opinion of the Forum has been gathered after considering the fair facts, evidences and documents placed on record and arguments adduced by both the parties.

(30) The dispute essentially arises from the fact that the connection was initially released and billed under LIPS even though the requisite NOC had not been furnished. The subsequent audit applied TMS tariff and raised the tariff differential. Applicability of two part tariff and the period for which TMS tariff has been applied are not in dispute. The question is whether the affidavit, the circumstances leading to delay in issuance of the NOC and the initial billing under LIPS can defeat the tariff demand.

(31) The Complainant has placed considerable reliance upon para 3.1.2.2 of the Supply Code. The second proviso, as reproduced above, provides that any other agreement required for supply of electricity, in addition to the normal agreement on the Application form, shall also become part of the Application and Agreement form. The Forum finds that the affidavit dated 16.07.2025 was furnished before release of supply, was accepted by the concerned office and forms part of the consumer record.

(32) At the same time, para 3.1.2.2 has to be read with para 3.1.2.3 of the Supply Code which is reproduced below:

> *"3.1.2.3 In case of a new connection, where an applicant, covered under two part tariff, is unable to produce "No Objection Certificate" for seeking electricity connection, from the Statutory Authority (ies) like the Panchayat, Municipality or the Town and Country Development Authority (by whatever name called), the*

licensee shall not refuse electricity connection to an applicant seeking electricity connection, only for want of such "No Objection Certificate" and shall, release the electricity connection to such applicant on the submission of the undertaking/ declaration to the extent that the licensee may disconnect the electricity connection under reference, in the event of a legally binding order issued by the Statutory Authority (ies) for disconnection of supply owing to any default/non-compliance of statutory provisions. However, such connections shall be regularised by the Licensee only on the submission of the sanction letter from the concerned statutory authority of the area. This shall be without prejudice to any other rights of the licensee including that of getting its payment due as on the date of disconnection."

This provision deals specifically with a new connection where the applicant is unable to produce the NOC from the concerned statutory authority. It permits release of supply on an undertaking or declaration. Ld. HPERC further clarified the position in its order dated 24.08.2022 prescribing documents for connections covered under two-part tariff. In respect of NOC from the statutory authority, the order provides that where the applicant is unable to produce the NOC, the connection may be released under the Temporary Metered Supply category in terms of para 3.1.2.3 of the Supply Code on submission of the prescribed documents.

(33) The Forum has considered the affidavit furnished by the Complainant. The affidavit states that the NOC would be submitted as and when the matter between BBNDA and SWCA was decided/finalized. However, it does not make the affidavit an instrument for determination of tariff. Even if the affidavit is treated as part of the Application and Agreement, it contains no corresponding promise by HPSEBL that LIPS tariff would apply until the matter between BBNDA and SWCA was resolved. Acceptance of the affidavit for release of supply and determination of the tariff payable for such supply are two different matters.

(34) The Forum has also considered the dispute regarding the handwritten words 03 months appearing on the affidavit. The typed portion links submission of the NOC with finalization of the matter between BBNDA and SWCA, whereas the handwritten words introduce a period of three months. The Complainant alleges that these words were inserted subsequently without its consent, while the Respondents deny the allegation.

(35) It is not necessary to decide this factual controversy for disposal of the present complaint. Even if the handwritten words are ignored completely, the remaining affidavit does not contain any assurance by HPSEBL that LIPS tariff would continue until the NOC was issued. On the other hand, if the handwritten period is taken into account, it cannot alter a tariff determined by the Commission. The Forum therefore leaves the allegation regarding insertion of 03 months open.

(36) The applicable Tariff Order for FY 2025-26 assumes greater significance. Under the Temporary Metered Supply Schedule, the Commission has expressly included connections for which the NOC from the relevant authorities has not been provided by the consumer. The relevant provision reads as under:

> *"SCHEDULE - TEMPORARY METERED SUPPLY (TMS)*
>
> ***1 Applicability:*** *This Schedule is applicable to all loads of temporary nature including exhibitions, touring talkies, circuses, fairs, melas, marriages, festivals, temporary supply for construction purposes including civil works by Government departments and other similar purposes for temporary needs only.* ***This Schedule shall also include connections for which NOC from the relevant authorities i.e., Panchayat, Municipalities, Town and Country Development Authority (by whatever name called) has not been provided by the Consumer.*** *However, this Schedule is not applicable to wheat threshers & Paddy threshers, which shall be covered under Irrigation & Drinking Water Pumping Supply even for temporary connection."*

The language of the Tariff Order does not make TMS schedule dependent upon the reason for which the NOC could not be furnished. It also does not provide a separate tariff treatment where the consumer has applied for the NOC, deposited the prescribed fee, or where issuance of the NOC is delayed at the level of the concerned statutory authority.

(37) The contention regarding delay at the level of BBNDA and SWCA has also been considered. The Complainant had deposited the prescribed NOC fee before issuance of the NOC and has maintained that the subsequent delay occurred between BBNDA and SWCA, both Government agencies.

(38) In this context, the Complainant has relied upon the judgment of Hon'ble Apex Court mentioned above and has invoked the principle that no person can be permitted to take advantage of his own wrong. The Forum has considered the submission. The circumstances placed on record explain the delay in obtaining the NOC, but the tariff consequence arises because the requisite NOC was not available during the relevant period and the Tariff Order specifically covers such a situation.

(39) The principle relied upon in aforesaid judgment cannot therefore be extended to create an exception to the Tariff Order. The Forum cannot substitute LIPS tariff for TMS tariff when the Commission has prescribed the tariff applicable in the absence of the requisite NOC. The Tariff Order has to prevail.

(40) The initial release and billing of the connection under LIPS also cannot alter this position. A field officer cannot, by an administrative action or an incorrect billing classification, modify the tariff determined by Ld. HPERC. Continued billing under an incorrect category for some period does not convert that category into the legally applicable tariff.

(41) The audit in the present case only brought the incorrect billing to notice. The tariff liability does not arise from the audit objection itself. It arises from the applicable Tariff Order. Detection of the error at a

later stage therefore does not prevent recovery of the tariff difference lawfully due.

(42) The Forum has also considered the objection under para 5.2.5(b) of the Supply Code. The provision requires arrears arising from underassessment or checking to be initially tendered separately with the prescribed particulars rather than being clubbed with the current electricity bill. The requirement is intended to ensure clarity and transparency in raising an additional demand.

(43) The provision, however, deals with the procedure for tendering arrears and does not determine the tariff applicable to the consumer. A procedural defect in the manner in which the demand was initially raised cannot wipe out the substantive tariff liability. During the proceedings, the Respondents furnished the detailed breakup and a copy of which was also provided to the Complainant.

(44) The Forum accordingly finds that TMS tariff was applicable during the relevant period. The affidavit dated 16.07.2025 accepted by the field office, cannot override the Tariff Order. The delay in issuance of the NOC at the level of BBNDA and SWCA also does not change the tariff applicable under the Ld. HPERCs' order. The tariff differential of Rs.7,87,919.36 is therefore recoverable.

(45) The issue of Late Payment Surcharge stands on a different footing. LPS can be recovered only in accordance with the applicable General Conditions of Tariff and on the components on which surcharge is permissible. During the proceedings, the Respondents furnished a month-wise calculation separating the relevant components.

(46) As per the calculation furnished by the Respondents, the surcharge earlier charged comes to Rs.82,367.59, whereas the surcharge calculated in accordance with the applicable tariff comes to Rs.44,972.63. The difference is Rs.37,394.96. The excess surcharge cannot be sustained and is liable to be reversed or adjusted. The lawful LPS, however, remains recoverable.

(47) The Complainant has already deposited Rs.2,78,756.09 pursuant to

the interim order passed by the Forum. The Respondents have acknowledged receipt of this amount. The said deposit is therefore required to be adjusted while working out the balance amount payable.

ORDER

In view of the discussion and findings recorded above, the prayers of the Complainant are decided as follows:

A. The prayer seeking quashing of the tariff differential of Rs.7,87,919.36 levied through sundry charges is rejected. The said tariff differential arising from application of TMS tariff is held to be recoverable from the Complainant.

B. The Respondents are entitled to recover Late Payment Surcharge in accordance with the applicable General Conditions of Tariff. However, LPS shall be calculated only on the amount forming part of the permissible surcharge base.

C. The prayer of the Complainant regarding excess LPS is accordingly allowed to the limited extent that the excess surcharge of Rs.37,394.96, as reflected in the calculation furnished by the Respondents, shall be reversed/adjusted in the consumer account, subject to arithmetical verification.

D. The amount of Rs.2,78,756.09 deposited by the Complainant pursuant to the interim order of the Forum, shall be adjusted against the tariff differential and lawful LPS payable by it.

E. The Respondents shall issue a corrected statement/bill after giving effect to the above directions. The statement shall separately indicate the tariff differential, LPS lawfully recoverable, reversal of excess surcharge and adjustment of the amount already deposited by the Complainant. The balance amount, if any, shall be payable within the due date specified therein.

F. The interim protection granted during pendency of the complaint shall cease upon issuance of the corrected bill and expiry of the due date provided therein.

On aforesaid terms, the complaint is partly allowed. Pending applications, if any, also stand disposed of.

Parties are left to bear their own costs.

Order is announced before the parties present today on 16.09.2026 at Shimla in open Forum.

Certified copies of this Order be supplied to the parties.

The complaint along with this Order and documents forming part of the record, be consigned to record room for safe custody.

Sd/-	Sd/-	Sd/-
(Madan Dhiman) **(Member)**	(Rakesh Chand Negi) **(Member)**	(Harinder Thakur) **(Chairman)**

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-9.
No. CGRF/Complaint No. 1431/202607/11 **Dated: -**

Complaint No.: -	**1431/202607/11**
Date of Admission: -	**20.07.2026**
Quorum: -	**Er. Harinder Thakur, Chairman.**
	Er. Rakesh Chand Negi, Member.
	Er. Madan Dhiman, Member.

M/s Jiyana Industries Pvt. Ltd.
Plot No. 5 & 6 Ind. Area Mandyarpur,
Kirpalpur Nalagarh 174101

Complainant

V/s.

1. The Executive Engineer,
   Electrical Division HPSEBL
   Nalagarh-1 Distt, Solan HP.

2. The Assistant Engineer,
   Electrical Sub-Division HPSEBL,
   Nalagarh-1, Distt. Solan HP.

Respondents

Final hearing: - 10/09/2026

Present for: -

Complainant 1. Sh. Rakesh Bansal (A.R)

Respondent 1. Sh. Rajesh Kashyap, Ld. Advocate.
2. Sh. Kamlesh Saklani, Dy. Secy. (Law)
3. Er. C.R Verma A.E

Date of Decision: - 16.09.2026

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.
No. CGRF/Complaint No. 1431/202607/11 **Dated:-**

M/s Jiyana Industries Pvt. Ltd.
Plot No. 5 & 6 Ind. Area Mandyarpur,
Kirpalpur Nalagarh 174101

Complainant

V/s.

HPSEBL & Others. **Respondents**

Complaint No. 1431/202607/11

1. The Executive Engineer,
   Electrical Division HPSEBL
   Nalagarh-1 Distt, Solan HP.

2. The Assistant Engineer,
   Electrical Sub-Division HPSEBL,
   Nalagarh-1, Distt. Solan HP. **Respondents**

The Certified copy of final order dated 16.09.2026 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.