CONSUMER GRIEVANCES REDRESSAL FORUM, SHIMLA

Complaint No 1453/202508/26

M/s Tesna Tech Pvt. Ltd

Vs

Himachal Pradesh State Electricity Board Ltd and ors

Complaint No 1453/202508/27

M/s Veer Plastics Pvt. Ltd

Vs

Himachal Pradesh State Electricity Board Ltd and ors

BRIEF FACTS –

(1) Complaints have been filed under regulation 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by Large Industrial Power Supply (LIPS) consumers of the HP State Electricity Board Ltd namely-

(a) **Complaint No 1453/202508/26:** M/s Tesna Tech Pvt Ltd – Plot No 8, Industrial Area, Katha, Bhatolikalan, P.O Baddi, District Solan Himachal Pradesh 173205, bearing Account No 100012001892, (hereinafter referred in short to as "complaint No '26");

(b) **Complaint No 1453/202508/27:** M/s Veer Plastics, Pvt Ltd Village Goel, Jamala, Swarghat Road, Tehsil Nalagarh, District Solan , Himachal Pradesh 174001, bearing Account No 100012000903, (hereinafter referred in short to as "complaint No '27");

(2) In these matters, the HP State Electricity Board Ltd is the distribution licensee and the Respondent herein;

(3) Complainants in respect of both of the said complaints, are aggrieved by the non-action of the Respondent to not give rebates for additional consumption done over previous year's consumption;

(4) Further, Complainant in complaint No '27, is also aggrieved by the non-action of the Respondent to not give rebates (or "expansion rebate") on approved energy charges, to existing industries which have undergone expansion/ undergoing expansion;

(5) With regard to the additional consumption done in a year over that in a previous year, as stated by the Complainants, the instant grievances are pursuant to provisions of rebates as provided in Tariff Orders for FY19 (**Annexure C3**) and FY20 (**Annexure C4**) passed by the Ld HP Electricity Regulatory Commission (or the HPERC);

(6) Further with regard to the expansion rebate for the period from June 2019 to May 2022 against the expansion done by it in June 2019 from 996.7 kW / 650kVA to 1996.7 kW / 1250 kVA, as stated by the Complainant in complaint No '27, the grievance is based upon the Tariff Order for FY21 (**Annexure C5**) passed by the Ld HPERC;

(7) Still further, as stated by the Complainant in complaint No '26, the fact that the said rebates had not been given by the Respondent, came into its knowledge recently. Therefore, formal request for Interest and request rebates were made by way of letters dated 04.01.2025 (**Annexure C1**) and 15.07.2025 (**Annexure C2**) respectively;

(8) Similarly as stated by the Complainant in complaint No '27, letters dated 17.07.2025 (**Annexure C1**) and 01.08.2025 (**Annexure C2**) were written to the Respondent for the payment of rebates;

(9) Complainants have asserted that the delay in referencing their respective claims for rebates to the Respondent, cannot defeat their rights when as a result, over-billing has taken place;

(10) Further, the Complainants have sought Interest on the unpaid amounts as well as Interest on delayed payment;

(11) Still further, in the grounds of grievance raised by both the Complainants, is their assertion that the Respondent is bound by law to implement tariff provisions notified by the Ld HPERC under Section 62 of the Electricity Act, 2003 and that the Respondent was under continued obligation to correctly compute energy charges and allow rebates. It is further asserted that because the Respondent has not implemented the said rebates, therefore it is liable to pay Interest as per Clause 5.7.3 of the HP Electricity Supply Code, 2009;

(12) Complainants have submitted claims of rebates as follows:-

(a) **In complaint No '26:-** Claim of rebate towards Interest and claim of rebate towards additional consumption with respect to previous year (**Annexure C-1 Colly**) has been made. As per Complainant, against the expansion done by it in October 2021 (sanctioned by the Respondent on 26.04.2021 / load released on 19.10.2021) from

947.8 kW / 650kVA to 2937.7 kW / 1750 kVA, the Respondent pursuant to Complainant's letter dated 04.01.2025, refunded Rs 84,69,377/- in March 2025 but no Interest was paid**;**

(b) **In complaint No '27:-** Summed up claim of rebate towards additional consumption with respect to previous years against two separate units bearing separate consumer IDs No 100012000903 and 100012000899 and claim of rebate towards expansion from 996.7 kW / 650kVA to 1996.7 kW / 1250 kVA carried out in year 2019 against consumer ID No 100012000903 (**Annexure C-6**) has been made. As per the Complainant, the two units were later merged in the year 2023 and consumer ID No 100012000903 was retained**;**

(13) On foregoing grounds and submissions, both the Complainants have sought relief in terms of directions to the Respondent to pay rebate on additional consumption for FY 2019 (or FY19) and FY 2020 (or FY20) and further in complaint No '27 to pay rebate on expansion and still further to direct Respondent to pay Interest in accordance with Clause 5.7.3 of the HP Electricity Supply Code, 2009;

(14) In its Rejoinder: the Complainants have stated that the complaints are not barred by limitation for the reason that the non-implementation by the Respondent of rebates mandated by way of Tariff Orders, being of statutory nature, constitute continuing wrong and thus there is continued contravention. A bill issued without applying a statutorily mandated rebate results in overcharge which is erroneous billing.

(15) On the other hand, it is the case of the Respondent that in complaint No '26, the rebate of Rs 84,69,377/- against expansion has already been settled during March 2025 and in both the complaints, the claim of Interest and claim against rebate for additional consumption for FY19 and FY20 are barred by limitation under regulation 19(c) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, because the complaints were filed after 2 years when the cause of action arose to the Complainants. Further, before

the dates when the letters were written by the Complainants to the Respondent, the Complainants had never approached the Respondent;

(16) Still further, Respondent has stated that the provisions on Interest contained in 5.7.3 of the HP Electricity Supply Code, 2009 is not applicable for the reason that the same pertains to erroneous billing and the instant matters are not that of erroneous billing because the rebates to be given and wrong charges recovered are not the same;

(17) Keeping in view the facts and circumstances, Respondent has prayed for dismissing the complaints.

(18) On foregoing facts and circumstances, Forum finds that the nature of complaints being similar, these are hereby disposed by common Order –

ORDER

(19) 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 in short referred as the 'CGRF Regulations 2013'), HP Electricity Supply Code, 2009 (or in short referred as 'the Supply Code 2009') and amendments thereto, relevant Tariff Orders passed by the Ld HPERC and record as facts along with pleadings of the parties. Forum has heard the parties at length. The considered opinion of the Forum has been gathered after considering the fair facts, evidences, correspondence placed on record and pleadings of the parties;

(20) Before the Forum proceeds in the instant matters and delves into the issues of rebates being sought in the instant complaints, Forum finds it imperative to reproduce for sake of convenience the provisions of rebates contained under Schedule - Large Industrial Power Supply (LIPS) in various Tariff Orders passed by the Ld HPERC and 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)-

<u>Quote</u>

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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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<u>Un-Quote</u>

(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) --

<u>Quote</u>

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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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<u>Un-Quote</u>

(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) --

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 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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Un-Quote

(21) At the outset, Forum also observes that the Complainants herein, have raised multiple issues. Whereas, the Complainants in both the complaints have raised grievance with regard to non-grant of rebate against additional consumption done in a year (FY19 and FY20) with regard to the respective previous year however, the grievance of expansion rebate has been raised only in complaint No ’27 against expansion done in June 2019. Forum further observes that the Complainant in complaint No ’27, while raising a single complaint against consumer ID No 100012000903 has simultaneously raised claims against two consumers bearing consumer ID No 100012000903 and 100012000899. Further, in complaint No ’26, with regard to expansion done in October 2021, both the Complainant and Respondent acknowledge the refund of the expansion rebate;

(22) Forum, after perusal of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 notified by the HPERC, holds that every complaint against a separate electricity connection and consumer ID, is dealt on its own merits. Thus Forum hereinafter rejects any claim raised against consumer ID No 100012000899;

(23) Forum now proceeds to examine the case of the Complainant on expansion rebate being claimed, which as per the Complainant is with regard to some expansion having been made by it-

(24) For this purpose, before any claim of rebate having been made by the Complainant, is examined by the Forum, foremost it becomes necessary and expedient to understand the term 'expansion' ibid. From perusal of the provisions of expansion rebates in Tariff Orders reproduced foregoing and after perusal of HPERC Supply Code, 2009 / Regulations notified by the HPERC, observes that the said expansion rebates have been specified only in the Tariff Orders passed by the Ld HPERC and that no provisions for its regulation exist in the Supply Code nor in other Regulations which may regulate this rebate. This 'expansion rebate' is a tariff provision merely to be computed on the energy consumption corresponding to proportionate increase in Contract Demand (in kVA). However, before such rebate is computed, it becomes incumbent upon the Respondent to first determine and decide expansion. It is a known fact that the term 'expansion' implies physical increase of factors such as size, number, importance etc. Forum observes that what may constitute expansion in industry, has not been defined in the ibid Tariff Orders nor is it regulated by way of Supply Code / Regulations so as to enable the Respondent to assess the nature, fact and effective time of expansion, for the purpose of allowing the said expansion rebate. This nature and fact may also be with regard to whether industries expansion results from merging or undergoing increase/decrease in production or increase/decrease of capital/manpower with or without increase in capacity or the point of start/end of capital infusion or some yardstick which may be as per the electricity distribution licensee's technical

standards. Thus, in the opinion of the Forum, the term ‘expansion’ cannot be simpliciter;

(25) In absence of any Regulations/ Code on expansion, even the perception of expansion between the consumer and the distribution licensee is bound to differ. For an electricity distribution licensee, obviously the addition of buildings, structures, manpower, capital infusion in company, investments in other companies etc cannot be construed as expansion so as to become the basis to allow the said rebates. However, a consumer may be inclined to consider factors like merging or undergoing increase/decrease in production or increase/decrease of capital/manpower with or without increase in capacity or the point of start/end of capital infusion, enhancement of maximum demand occurring in a month or enhancement of its Contract Demand (Temporary or Permanent) or even a letter by the Industries Department of the Government as expansion, whereas the distribution licensee may be inclined to consider some other factor of increase as expansion. Even the increase of any factor done in different time periods, may be construed differently by the two. A consumer may be inclined to consider an increase of any factor done during different time periods to mean expansion within each period, whereas the distribution licensee may be inclined to consider some other effective date for the purpose of such enhancement, thus resulting in different perceptions of enhancement by the two;

(26) Thus, before the said expansion rebates are allowed to a consumer by the distribution licensee, so as to give effect to the Tariff Orders, at the outset it becomes imperative for the Respondent to conclusively confirm expansion in accordance with Regulations / Code including its effective date and thereafter determine the entitlement and eligibility of the said expansion rebates by the consumer;

(27) From perusal of record, Forum does not find anything that may establish any expansion having been made by the Complainant;

(28) In view of foregoing discussion, Forum observes that there certainly exists necessity of validation of a claim by the Respondent. The

Respondent is under obligation to ascertain the entitlement of such rebates vis-à-vis the night time concession or the peak hour consumption especially when the same is not specified in the Tariff Orders passed by the Ld HPERC. Further, in these Complainants, Forum also observes that the Complainant is also seeking rebates on additional consumption for FY19 and FY20 over previous year(s) alongside the already discussed expansion rebates and that the period of these overlap. Forum does not find any provision in the Tariff Orders reproduced foregoing, that entitles a consumer to two rebates simultaneously during the same period i.e rebate on consumption arising on account of expansion and rebate for additional consumption arising during the same period. This dilemma would also be confronted by the Respondent. Still further, the necessity of validation of claim can also be observed from the Tariff Order for FY21 **(Annexure C5)** passed by the Ld HPERC on 06.06.2020 and which in its opening pages clearly specifies the Tariffs and other charges to come into force from 01.06.2020 while the Complainant seeks claims for a past period;

(29) Clearly all of these aspects of expansion rebate have to be seen, validated and verified by the Respondent before allowing a claim and thus the Complainant cannot automatically become entitled to the rebate;

(30) Further, in complaint No '26, it has been submitted by the parties that the refund of expansion rebate has been made. Forum is of the opinion that the Respondent, before allowing the said refund, may obviously have considered in detail the foregoing exposition on 'expansion'. Accordingly, Forum is not inclined to interfere with the action of the Respondent in this regard. However, in complaint No '27, it has become clear to the Forum as to why the Respondent, has not raised any contention on the expansion alleged by the Complainant to have been carried out by it and consequently also on the entitlement or eligibility of the expansion rebate by it;

(31) It is clearly the preposition of law that the Respondent has to act in accordance with the Regulations notified by the HPERC and this Forum has to decide matters in accordance with the Regulations so notified. Forum in the instant matter clearly finds that when the said term 'expansion' has not been defined nor explained in Tariff Orders passed by the Ld HPERC, while at the same time is also not regulated by way of Supply Code / Regulations notified by the HPERC, then difficulty arises before the Respondent to first decide on expansion for the purpose of allowing rebates on the same;

(32) Accordingly, Forum holds and concludes that the Tariff Orders passed by the Ld HPERC do not define the term 'expansion' and neither do the Supply Code / Regulations notified by the HPERC regulate the said expansion for the purpose of allowing the expansion rebates specified in these Tariff Orders. In accordance with the Electricity Act, 2003, the mandate to frame and notify Regulations and Codes lies only with the HPERC and no other. To allow such rebates by any other authority would imply assuming the powers to regulate which are otherwise vested with the HPERC. Accordingly. difficulty arises before the Respondent to implement rebates while at the same time difficulty has also arisen before the Forum to pass Orders on the expansion rebate. Forum holds that the Removal of the said difficulty is not within its jurisdiction.

(33) Forum now proceeds to examine the case of the Complainants on rebate for additional consumption done by them in the years FY19 and FY20 over the respective previous year(s) -

(34) Forum from record further observes that the Complainants only in the year 2025 and not before had represented to the Respondent by way of letters. Before the said year 2025, Forum does not find anything on record that may show that the Complainants had ever approached the Respondent with any claim or for the settlement of their respective grievances, under code 5.7.2 of the Supply Code, 2009;

(35) Forum observes that the Respondent in its Reply has submitted that the case of the Complainants with regard to this rebate is time barred

under regulation 19(c) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013;

(36) After going through the provisions of the said regulation 19(c), Forum finds that in respect of rebates claimed against additional consumption done by the Complainants in FY19 and FY20 over the respective previous years, the said regulation 19(c) indeed becomes applicable. In view of this regulation 19(c) of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, the Forum holds that the instant grievances with regard to the rebate for additional consumption done by the Complainants in FY19 and FY20 over the respective previous years, are clearly barred before this Forum, having been submitted by the Complainants after 2 years from even the last date on which the cause of action arose to them.

(37) Now coming to the issue of claim for Interest under code 5.7.3 of the Supply Code, as raised by the Complainants –

(38) As has been held by the Forum in paras supra, that it is incumbent upon a consumer to approach the distribution licensee accompanied with a claim for the rebates specified. Validation by the Respondent of any claim by the Complainant is essential as well as necessary. It cannot be simply assumed by the Respondent nor can it be assumed by the Complainant that the Respondent is in knowledge or aware of such rebates which are exceptional in nature. Only on receipt of this claim can the distribution licensee decide on the entitlement, eligibility, effective date and validity of such claims for the purpose of allowing rebates as may be specified in the Ld HPERC Tariff Orders. Forum is of the considered view that this is on similar analogy of an electricity bill essentially and invariably being raised by the distribution licensee upon the consumer despite consumer being in knowledge or aware of the metered energy consumption done by it including various charges mandated in the Tariff Orders passed by the Ld HPERC;

(39) Further, on the contention of the Complainants with regard to erroneous billing due to non-inclusion of rebates therein, it cannot be

held by the Forum that the Respondent electricity bills raised upon the Complainant are incorrect. No-where has the Complainant shown to the Forum that the bills paid by the Complainant contained undue charges and neither can the Forum find any bill that may be disputed by the Complainant to carry undue charges. Forum finds that before the year 2025, the Complainants had not even represented to the Respondent in this regard. Forum is of the considered opinion that merely the non-inclusion of rebate in a bill by the Respondent does not make the bill to become not-due or erroneous. It has to be shown by the Complainant that the charges included in the bills were not due but were paid by the Complainant. Forum holds that the said rebate is separate and it may be a case that such rebate is also computed and paid separately by the Respondent after the same has been checked, validated, verified for entitlement and eligibility.;

(40) Therefore, Forum holds that the instant matters are not that of erroneous billing under Code 5.7 of the Supply Code and accordingly Code 5.7.3 for Interest are not applicable in the instant matters. Forum accordingly rejects the issue for claim of Interest as have been raised by the Complainants.

(41) Now coming to the grounds regarding the Respondent being strictly bound by the HPERC Tariff Orders which under provisions of Section 62 of the Electricity Act, 2003 are statutory in nature and that failure to implement same constitutes failure of statutory duty-

(42) Forum observes that when the Tariff Orders are passed by the Ld HPERC, these have to be implemented by the Respondent distribution licensee. When the implementation includes determining and deciding eligibility/ entitlement and effective date of expansion for purpose of expansion rebates and rebates for additional consumption or for considering allowing the expansion rebates alongside claims of rebates for additional consumption, then it is not for the Forum to suggest or direct the Respondent on the levy of a particular tariff or rebate or the manner in which to do so. Therefore, it becomes clear to the Forum, that it is for the Respondent to observe

the Tariff Orders and to implement these and accordingly it has been left to the Respondent distribution licensee to interpret, determine, decide and implement the rebates specified in the Tariff Orders;

(43) On perusal of the Electricity Act, 2003, it further becomes clear to the Forum, that if any person finds violation or contravention, then it is empowered under the Act to raise complaint under Section 142 of the Act. In the grounds of complaints raised by Complainants, referring therein to Section 62 of the Act, Forum observes that the Complainants have virtually raised contravention or violation under said Section 142 of the Act, which Forum finds as being beyond the jurisdiction of this Forum to redress. Accordingly, on the grounds raised by the Complainants, Forum holds that the instant complaints get governed by section 142 of the Act and accordingly cannot fall within the jurisdiction of this Forum;

(44) Thus on the grounds raised in the instant complaints under section 62 of the Electricity Act, 2003 and on Removal of difficulties in context of rebates as discussed in paras supra, the Complainants are hereby given liberty to approach the appropriate authority.

On aforesaid terms, the instant complaints No 1453/202508/26 and No 1453/202508/27 respectively, are Dismissed and accordingly disposed;

Parties are left to bear their own costs.

Order is announced before the parties present today on 28.10.2025 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: 28.10.2025
Shimla

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

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-9.

Complaint No.: - 1453/202508/26
Date of Admission: -21.08.2025
Quorum: - Er. Tushar Gupta, Chairman
Er. Vikas Gupta, Member

In ref:-

M/s Tesna Tech Pvt. Ltd.
Plot No. 8 Industrial Area
Katha Bhatolikalan P.O Baddi
Distt. Solan HP-173205 **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, Disstt. Solan(HP).

3. The Assistant Engineer,
Electrical Sub-Division
HPSEBL, Baddi
District Solan (H.P.)

Respondents

Final hearing:- 26.09.2025.

Counsels:-

Complainant 1. Sh. Rakesh Bansal Authorized Representative

Respondent 1. Sh. Rajesh Kashyap, Advocate

2. Sh. Kamlesh Saklani, U.S. Law

Date of Decision: -28.10.2025

<u>Notice</u>

Registered

<u>CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.</u>

No. CGRF/Complaint No. <u>1453/202508/26</u> **Dated:-**

M/s Tesna Tech Pvt. Ltd.
Plot No. 8 Industrial Area
Katha Bhatolikalan P.O Baddi
Distt. Solan HP-173205 **Complainant**

V/s.

HPSEBL & Others. **Respondents**

<u>Complaint No. 1453/202508/26</u>

1. The Executive Director (Pers.),
   HPSEBL,Vidyut Bhawan,
   Shimla-171004.

2. The Assistant Engineer,
   Electrical Sub-Division
   HPSEBL, Barotiwala
   Distt. Solan (H.P.)

3. The Sr. Executive Engineer,
   Electrical Division,
   HPSEBL,Baddi,Disstt.Solan(HP).

Respondents

The Certified copy of final order dated 28.10.2025 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.

<u>DA:-As above.</u>

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