ORDER

BRIEF FACTS OF THE CASE –

(1) Complaint has been filed before this Forum in pursuance to regulation 16 and 17 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. The Complainant Shri Sanjay Madan, Director and Resident of M/s East Bourne Hotels Private Ltd and Oak Constructions and Properties Private Ltd, near Bishop Cotton School Khalini Shimla (HP) – 171002 is a consumer of the Respondent HPSEBL having total number of five (5) electricity connections in a single premises. Three (3) electricity connections are categorized Commercial Supply (CS) bearing consumer IDs 100009002786, 100009002787, 100009002788 in the name of East Bourne Hotels Private Ltd (herein after referred to as Connection1, Connection2 and Connection3 respectively), one (1) electricity connection categorized as Commercial Supply (CS) bearing consumer ID 100009002828 in the name of Oak Constructions and Properties Private Ltd (herein after referred to as Connection4) and one (1) electricity connection categorized as Domestic Supply (DS) bearing consumer ID 100001170770 in the name of the Complainant (herein after referred to as Connection5);

(2) In respect of connection1, connection2 and connection3 the Complainant has a total Contract Demand of 102 kVA. Connection1 has a Contract Demand of 42 kVA (Connected Load = 99 kW), Connection2 has a Contract Demand of 35 kVA (Connected Load = 98 kW) and Connection3 has a Contract Demand of 25 kVA (Connected Load = 45 kW).

COMPLAINANT –

(3) The Complainant is aggrieved by the act of the Respondent HPSEBL to raise demand dated 14.07.2020 (Annexure C1 Colly) on account of short

recovery of energy charges for the period from 11.04.2019 to 07.01.2020 amounting to Rs 20,58,858/= against connection4;

(4) The Complainant is also aggrieved by the action of the Respondent to raise another demand for Rs 4,31,669/= (Annexure C1 Colly) on the same date ie 14.07.2020 for the period from the year 2013-14 to 2019-20 (ie 7 years) in respect of connection1, connection2 and connection3 by levying a Tariff as applicable in respect of Commercial supply category (CS) of consumers above 100 kVA, on grounds that the Complainant consumer despite commitment made by him vide letter dated 09.03.2010, had not clubbed the loads of these three connections for the purpose of shifting these three connections to 11 kV;

(5) On 26th August 2021, Respondent HPSEBL raised a total demand against connection3 for non-payment of outstanding amount of Rs 52,56,658/= and thereafter the Respondent disconnected the Commercial connections and clubbed the charges against these into the Domestic Supply (DS) connection5. The Complainant is further aggrieved by the alleged illegal clubbing of commercial connections charges into domestic connection, by illegally raising demand beyond the period of 2 years and by depriving the Complainant of essential services;

(6) The Complainant had also written a letter (Annexure C2) to the Respondent HPSEBL that due to financial crisis caused due to Covid-19 lockdown, he was not able to pay the whole amount and that he was willing to deposit 25% of Rs 20,58,858/= and balance along with current bill amounting to Rs 18,00,000/= in 12 equal installments. The Complainant deposited the 25% amount of Rs 5,14,715/= vide HPSEBL Receipt No 0686142 dated 17.04.2021;

(7) The Complainant, has prayed for relief only in terms of directions to the Respondent HPSEBL to calculate month-wise consumption of electricity and to check meters and furnish details when the Hotel was completely shut

post March 2020 with regard to the demand of Rs 20,58,858/=dated 14.07.2020 as being erroneous, for quashing and setting aside of Demand of Rs 4,31,669/ also dated 14.07.2020, for the restoration of supply to the Domestic and Commercial connections and for imposing cost on Respondent HPSEBL for illegal clubbing and disconnection of Domestic connection.

RESPONDENT –

(8) On the other hand, the Respondent HPSEBL has replied that the complaint has been filed on the basis of false and concocted story. The Demand has been raised for the recovery of legally and justified electricity dues along with other charges at the behest of Audit conducted by the Resident Audit Officer (RAO) in the year 2020 (Annexure-R1). As pointed out in the Audit, the Demand dated 14.07.2020 for Rs 20,58,858/= was on account of inadvertent wrong application of Multiplication factor (MF) of 1 instead of correct multiplication factor of 10, to the electricity consumption against connection4 of M/s Oak Construction during the period from 11.04.2019 to 07.01.2020. The Audit also pointed out that per Instruction 4.3 of Conditions of Supply in Sales Manual, a demand is also created on account of clubbed demand of the three commercial connections of M/s East Bourne, wherein Tariff in respect of consumers with Contract Demand of 100 kVA or greater is applicable, which consequently results in short-levy of Demand charges to the Complainant amounting to Rs 4,31,669/ from April 2013 to February 2020;

(9) In the Reply, the Respondent has further stated that the outstanding dues to the tune of Rs 52,48,167/= against the four (4) Commercial Supply (CS) category connections was transferred to the Domestic Supply (DS) category connection5 and these four (4) Commercial Supply (CS) category connections were disconnected per procedure established in law. The

Complainant was served with Notices (Annexure R2 Colly) on 31.08.2020 and 31.03.2021 to make payment of dues within 15 days. The Commercial Supply (CS) connections i.e - connection4 of M/s Oak Construction and the three (3) connections of M/s East Bourne were 'Temporarily' disconnected (TDCO) on 08.10.2020, 05.10.2020, 22.04.2021 and 19.06.2021 respectively and these were further 'Permanently' disconnected (PDCO) on 18.01.2021, 18.01.2021, 06.05.2021 and 03.08.2021 respectively. The Domestic Supply (DS) connection5 was 'Temporarily' disconnected (TDCO) on 14.09.2021. The Respondent has stated in his reply that in respect of the three (3) Commercial Supply (CS) connections of M/s East Bourne, the total Contract Demand exceeds 100 kVA and therefore the Complainant against these three (3) connections is liable to be charged Tariff corresponding to next slab/category as per Tariff Order. The Respondent has further replied that M/s Oak Construction had in the year 2011 also applied for reduction in Contract Demand from 610 kVA to 250 kVA which was inadvertently reduced by the Respondents to less than 50% whereas provision of code 3.10 of the Electricity Supply Code, 2009 provides for such reduction only up to the limit of 50% of the sanctioned Contract Demand which is 305 kVA with effect from 01.07.2013 and therefore per Schedule of Tariff applicable from 01.04.2013, the Complainant is also liable to pay additional demand charges amounting to Rs 6,24,195/= from 01.07.2013 to 29.02.2020;

(10) In the Reply, the Respondent has also stated that the issue whether past electricity dues can be recovered by the distribution licensee after the detection of bona-fide mistake, has been decided by the Hon'ble Supreme 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.

FORUM –

(11) This 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 HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, the HP Electricity Supply Code, 2009 (or the Supply Code or Code) and amendments thereto, the provisions of Respondent's HPSEBL Sales Manual 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;

(12) The issues that have come up for determination, are considered here-in-after by the Forum-

(a) The first (1st) issue emerging for determination of this Forum is, "whether the Respondent HPSEBL can or cannot raise amounts / arrears towards short recovery of Demand charges or other charges for the past periods being a bona-fide mistake / error of application of wrong multiplication factor (MF) of 1 instead of 10 to the Complainant's consumption. Whether such Demand is hit by limitation of two (2) years under sub-section 56(2) of the Electricity Act, 2003 and consequently therefore whether complainant consumer, is or is not liable to make payments raised vide ibid Demand Notice dated 14.07.2020 for Rs 20,58,858/=?";

(b) The second (2nd) issue is "whether the Respondent HPSEBL is justified and correct in raising of additional demand on 14.07.2020 for Rs

4,31,669/= by way of clubbing of Tariffs / Billing data of separate Commercial Supply (CS) connections of the Complainant?" AND

(c) The third (3rd) issue is "whether Respondent HPSEBL was justified in disconnecting electricity supply connections of the Complainant on non-payment of total Demand of outstanding of Rs 52,48,167/= raised by the Respondent HPSEBL arising out of the ibid two Demands of arrears dated 14.07.2020 (Annexure C1 Colly) and also arising out of arrears evolving out of accumulated running electricity bills against the four (4) Commercial Supply (CS) category connections in respect of which the Complainant had shown his inability to pay due to Covid-19 shutdown post March 2020 and which per Respondent HPSEBL, the Complainant failed to pay resulting in consequent disconnection of electricity connections?".

Issue No. 1:

(13) The issue is decided against the Complainant as per observations recorded below:-

(14) 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 the settled position 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. In the instant matter, the issue of the monetary demand dated 14.07.2020 for Rs 20,58,858/= (Annexure C-1 Colly) when examined, it is found that the demand was raised at the behest of an Audit conducted by the Resident Audit Officer (RAO) in the year 2020 (Annexure-R1);

(15) The attention of this Forum was also drawn to the law laid by the Hon'ble Supreme Court wherein, 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 referred to in the ibid Apex Court Judgment dated 18.02.2020. 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 monetary demand is raised to the consumer. Thus, 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 these 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

situations or eventualities are bad and against mandated provisions of Tariff Regulations on the matter;

(16) It is not the case of the Complainant in the instant complaint to lay challenge to the legal vires of the ibid two (2) Demand Notices dated 14.07.2020 (Annexure C1 Colly). The Complainant has also neither challenged specifically the actions of the Respondent HPSEBL, as being in contravention of the Electricity Act, 2003 and the HP Electricity Supply Code, 2009 and amendments thereto nor being in contravention to the Tariff Orders issued by the HP Electricity Regulatory Commission (or the HPERC) in pursuance to the Electricity Law or to the actions of the Respondent HPSEBL, as being in violation of any specific provisions of the law or to the correctness of the monetary demand. The Complainant by way of the instant complaint has merely contested the demands raised by Respondent being erroneous, as these have not been calculated month-wise by the Respondent, that the monetary demands beyond 2 years is illegal, that meters be checked and details be furnished by the Respondent as hotel was completely shut post March 2020. Further, there is inability on the part of the Complainant to pay on account of financial crisis due to covid-19 lockdown;

(17) It is pertinent to mention here that during the course of hearing, the Complainant had preferred an Application for Interim directions for restoring the five (5) disconnected electricity connections of the Complainant which was disposed of by the Forum vide Interim Order dated 16.12.2021. Further, the Complainant had also preferred an Application on 21.02.2022 for awarding compensation / damages against the Respondent HPSEBL The said Application was also disposed of as withdrawn vide Forum's Interim Order dated 29.07.2022. Thereafter, the main complaint was heard and decided as per Order made here-in-below:-

(18) Having gone through the case and having heard the matter by way of arguments extended by the parties based on the observations and considered opinion rendered above, this Forum holds that in respect of Demand for Rs 20,58,858/= dated 14.07.2020 raised by the Respondent HPSEBL against connection4 of M/s Oak Construction, HPSEBL did make a bona-fide mistake / error in the past on account of inadvertent wrong application of Multiplication factor (MF) of 1 for the period from 11.04.2019 to 07.01.2020 instead of correct multiplication factor of 10 and by not raising these amounts in the original Bills which was later pointed out by the Audit. This fact has not been disputed by the Complainant. Wrong application of lower multiplication factor (MF) results in wrong and less determination of actual consumption and no one consumer can be allowed a free ride at the cost to other consumers and Complainant is liable to make good any such loss to the Respondent and make payments towards the wrongly assessed electricity consumption for the sole reason that electricity/energy to that extent has actually been consumed by the consumer. 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. Not allowing such loss to be recovered likely results in malpractices and connivances which are detrimental to the system;

(19) The Respondent is certainly within its legal rights to raise past arrears or dues on this count, 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 while interpreting section 56(2) of the Electricity Act, 2003;

(20) Further, ibid Apex Court Judgment dated 18.02.2020 in Civil Appeal 1672 of 2020 relying on earlier Judgments of Apex Court held that section 56(2) of the Electricity Act, 2003 does not put any limitation for raising the past dues or arrears, if not discovered earlier due to any mistake. Liability to

pay arises on consumption of electricity and obligation to pay when bill is raised. Electricity charges would become first due only when bill is issued by the licensee to the consumer quantifying therein the charges to be paid;

(21) Accordingly, as per settled law, it is from the date the bill is raised that the sum becomes first due and it is from this date that the period of limitation of 2 years as provided in section 56(2) of the Electricity Act shall start and it is from this date that the sum has to be continuously shown as recoverable as arrears. Consequently, in addition to the date electricity is consumed, the liability to pay electricity charges is also created when meter reading is recorded or when meter is found defective or theft of electricity is detected and Obligation to pay when Bill or Demand is raised;

(22) In the face of aforesaid settled position of law on the matter, this Forum holds that the action of Respondent HPSEBL in raising impugned Demand Notice dated 14.07.2020 for Rs 20,58,858/= cannot be held to be an illegal or wrong on grounds of these not having been raised earlier and are past arrears beyond the period of 2 years limitation under section 56(2) of the Electricity Act, 2003. Thus, settled law and facts on record establish that the Demand dated 14.07.2020 for Rs 20,58,858/= cannot be held to be hit by limitation of 2 years having been raised on 14.07.2020. Accordingly on these counts Demand Notice dated 14.07.2020 for Rs 20,58,858/= is held to be valid and legal. This Forum finds no occasion to interfere with the Demand Notice dated 14.07.2020 for Rs 20,58,858/= on this count. The Complainant is directed to pay this Demand of Rs 20,58,858/= within a period of 20 days from the date of this Order along with late payment surcharge, if any. However, late payment surcharge shall not be payable for the period the Complaint was under litigation before this Forum and shall be payable after the ibid specified period of 20 days. The Respondent HPSEBL is directed to intimate to the Complainant the amount payable on this

account within a period of 5 days from this Order. Issue No 1 is decided accordingly in favour of the Respondent HPSEBL.

Issue No. 2:

(23) The issue is decided in favour of the Complainant as per observations recorded below:-

(24) The 2nd issue of raising of demand by the Respondent HPSEBL by way of clubbing of Tariffs/ Billing data of the different Commercial Supply (CS) category connections of the Complainant is examined vis-à-vis record, facts and provisions of law / Regulations etc. This Forum observes that the Respondent HPSEBL has relied upon Instruction No 4.3.2 of the Conditions of Supply of the Sales Manual in its reply. The Sales Manual is a document of Instructions framed by the HPSEBL and is intended to be followed in the hierarchy of administrative structure down below, so as to establish a uniform code of procedure and to give systematic effect to the provisions of the HP Electricity Supply Code, 2009 framed by the HPERC. Ibid Instruction 4.3.2 provides for one connection in one premises although with underlying conditions. The event of having more than one connection in one premises by a consumer, is akin to breaking-up of the load, which may result in short recovery of HPERC determined Tariffs for the reason that the consumer, who is liable to fall in a particular higher slab or sub-category will, as a consequence fall in a lower slab or sub-category having an overall lower tariff recovery. The breaking-up of the load therefore results in gaming to derive undue advantage out of discrepancies in law or the laid process or the laid procedure This undue advantage may not only be in terms of tariffs but also in terms of availing a lower voltage for smaller divided load with lower system cost to the consumer vis-à-vis a higher voltage for a higher load entailing a higher system cost for the consumer towards creation of the high voltage system;

(25) In the instant complaint, the respective office of the Respondent HPSEBL is not wrong to insist for the clubbing of the load, but to raise demand against the same shall have to pass the test of the statute. In the instant matter, once the electricity connections and the loads of any capacity have been released, neither the Electricity Act, 2003 nor the HP Electricity Supply Code, 2009 framed by the HPERC nor the Tariff Orders passed by the Ld HPERC, provide for clubbing of Tariffs / Billing data comprising tariff rates, Contract and Maximum Demands (kVA or MVA) etc of consumers of separate consumer IDs in the Commercial Supply (CS) category, for the purpose of single billing to a consumer. Distinction exists here towards the two conditions which seemingly have been mistaken by the Respondents i.e when the electricity connections are applied for and when the electricity connections stand released or already exist with different consumer IDs. Ibid Instruction 4.3.2 pertains to the first condition i.e when new connections are applied for and accordingly separate and distinct consumer IDs are created at the behest of separate and distinct Agreements namely 'Application and Agreements (A&A)'. Tariff Orders by the Ld HPERC specify Tariff rates for a consumer within a consumer category and not for multiple consumers. Having the effect of combined Tariff/ Billing data can therefore exist only after the Agreements against all consumer IDs but one are annulled, permanently disconnected and subsequently merged or clubbed into that single remaining Agreement / Entity;

(26) Nothing has been placed on record by the Respondent HPSEBL to show that annulling of Agreements by way of permanent disconnections, the merging and clubbing of these Agreements into a single consumer ID/entity on grounds of single metering at 11 kV in respect of the different consumer IDs, had ever taken place before the Demand for Rs 4,31,669/= was raised on 14.07.2021. When electricity connections stand released against different

consumer IDs in the same premises with distinct Agreements, later creating a combined monetary demand at the behest of this Instruction 4.3.2 is deemed breach of Agreement between parties, even if at any point of time the Complainant may have consented to the clubbing of loads;

(27) As has been held in Hon'ble Supreme Court Judgment dated 15.03.2010 in Civil Appeal No 3902 of 2006, titled PTC India Ltd Vs Central Electricity Regulatory Commission, a regulation casts a statutory obligation on the regulated entities to align their existing and future contracts with the said regulations. Before raising the clubbed demand of Rs 4,31,669/=, the Respondent HPSEBL was always at liberty to voluntarily club the separate loads of the consumer into a single Agreement and consumer ID when the consumer had himself consented for the same and by annulling the remaining Agreements by way of permanent disconnections;

(28) On foregoing terms, Demand dated 14.07.2020 for Rs 4,31,669/= raised by the Respondent HPSEBL at the behest of the RAO Audit cannot sustain and is quashed and set aside. The 2nd Issue is accordingly decided in favour of the Complainant.

Issue No. 3 :

(29) The issue is decided against the Complainant as per observations recorded here-in-below:-

(30) Now this Forum proceeds to delve on the 3rd issue of non-payment of outstanding of Rs 52,48,167/= against the four (4) Commercial Supply (CS) category connections and the subsequent disconnections. It is observed by this Forum that the Respondent HPSEBL has submitted a break-up of this outstanding amount in its reply. This amount comprises such sums that were also due, as outstanding on account of running energy bills. The Complainant has not challenged the outstanding against the running energy bills nor has the Complainant challenged the amount of Rs 52,48,167/=. The Complainant at the same time has failed to pay outstanding on account of

these running energy bills, which is unacceptable in law. While challenging the arrears of past periods raised by the Respondent HPSEBL through Demand Notices dated 14.07.2020, the consumer Complainant could not have withheld the dues towards the running energy bills, on the grounds that he was facing financial crisis and that there was shut down due to Covid-19 pandemic. The amounts against these running bills continued to pile up and accounted for accumulated arrears. No consumer is entitled to a free ride or bargain on the due amount of running bills without showing any lapse or defect in it. Such action on the part of the consumer certainly evokes the provisions of section 56(1) of the Electricity Act, 2003 and the consumer is liable for disconnection of electricity connection after following due process. The disconnections in the present case appears to be rightfully done by the Respondent HPSEBL on 31.08.2020 and 31.03.2021 after issuing Notices (Annexure R2 Colly) to Complainant to make payment of dues within 15 days which is per procedure laid down under section 56(1) of the Electricity Act, 2003. The 3rd issue is accordingly decided in favour of the Respondent HPSEBL;

(31) In view of the discussions made here-in-above, the Complainant is directed to pay within a period of 15 days from this Order, the outstanding amount on account of running energy bills along with late payment surcharge from the time these amounts were first billed in respect of each consumer ID. On this count no benefit of late payment surcharge is available to the Complainant for the period the matter was before this Forum. Further, the Respondent HPSEBL is directed to intimate to the Complainant consumer(s) bearing consumer IDs 100009002786, 100009002787, 100009002788, 100009002828, 100001170770, the amounts due against each, which shall be paid within a period of 15 days from this Order;

(32) Needless to say that in the event of non-payment of accumulated dues towards running energy bills for energy consumed being goods, the Respondent HPSEBL shall be at liberty to take action in accordance with section 56(1) of the Electricity Act, 2003 for the disconnection of the respective electricity connection(s) of the Complainant which were restored vide Interim Orders of the Forum dated 01.12.2021 and 16.12.2021.

In aforesaid terms, the instant complaint is partially allowed in favour of the Complainant and is accordingly disposed of.

Parties are left to bear their own costs.

Announced before the parties present today on 17.10.2022 at Shimla in open Forum.

Certified copies of this Order be supplied to the parties.

The original case file be consigned to record room along with this Order, for safe custody.

Dated:-17.10.2022

Place:- Shimla

Sd/-

Vikas Gupta
(Member)

Sd/-

Tushar Gupta
(Chairperson)

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09

No. CGRF/Complaint No. 1233/4/21/031Complaint No.: 1233/4/21/031

Date of Admission: -01.12.2021

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

In ref:-

M/s East Bourne Hotels Pvt. Ltd.
& Oak Construction & Properties
Pvt. Ltd. Near Bishop Cotton School
Khalini Shimla HP-171002 **Complainant**

V/s.

HPSEBL & Others. **Respondents**

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

2. The Assistant Executive Engineer,
Electrical Sub-Division HPSEBL,
Chotta Shimla, (HP). **Respondents**

Final hearing:- **30.09.2022**

Present for:-

Complainant None

Respondent 1. Sh. Anil God, Advocate,
2. Er. Vipin Kashyap, Assistant Engineer.

Date of Decision: - **17.10.2022**

Notice

Registered

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.

No.CGRF/Complaint No. . 1233/4/21/031 **Dated:-**

M/s East Bourne Hotels Pvt. Ltd.
& Oak Construction & Properties
Pvt. Ltd. Near Bishop Cotton School
Khalini Shimla HP-171002 **Complainant**

V/s.

HPSEBL & Others. **Respondents**

Complaint No. . 1233/4/21/031

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

2. The Assistant Executive Engineer,
Electrical Sub-Division HPSEBL,
Chotta Shimla, (HP). **Respondents**

The Certified copy of final order dated 17.10.2022, passed by the Hon'ble Forum in the aforesaid complaint is enclosed herewith for further necessary action at your end please.

DA:-As above.

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