

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09
No. CGRF/Complaint No. 1453/3/19/045

Complaint No.: - 1453/3/19/045

Date of Admission: - 21.09.2019

Quorum: - Er. Sanjay Dewan, Chairman.
Sh. K.S Dhaulta, Member.

MT Autocraft,
Near Doon School, Village Barotiwala,
District Solan (HP).

Complainant

V/s.

HPSEBL & Others.

Respondents

Complaint No. 1453/3/19/045

1. The Executive Director (Pers.),
HPSEBL, Vidyut Bhawan,
Shimla-171004.
2. Sr. Executive Engineer,
Electrical Division, HPSEBL,
Baddi, Distt. Solan (HP).
3. The Assistant Engineer,
Electrical Sub Division, HPSEBL,
Barotiwala, Distt. Solan (HP).

Respondents

Final hearing:-

18.08.2020

Present for:-

Complainant

1. Sh. Rakesh Bansal, (Authorized Representative)

Respondent

1. Sh. Anil Kumar God, Advocate
2. Er. Robin Bansal, XEN, Baddi
3. Er. Pratap Singh, A.E. Barotiwala

Date of Decision: -

18.08.2020

ORDER

1. The present complaint filed by the complainant regarding wrong billing. Complainant is an industrial consumer falling in STI category of large supply industrial consumer. The complainant was issued a power availability certificate (PAC) for 450KW/ 350 KVA of load on 10.09.2018 for their new industrial unit at village Barotiwla, Tehsil Baddi, District Solan (HP). The complainant subsequently applied vide application dated 17.09.2018 for sanction of same load for which PAC was issued. Initially a test report was submitted for a load of 190.40 KW and connection was released in the month of October, 2018. Another test report was submitted for 449.08 KW load on 15.3.2019. The complainant alleges that Respondents from the very beginning started issuing monthly bills on the basis of sanctioned contract demand i.e., 350 KVA. The complainant paid the bills as issued by the Respondents.
2. The main grievance raised in complaint is regarding charging on sanctioned contract demand instead of on the basis of actual maximum recorded demand during the first twelve months of the release of connection as per Clause 3.9 of the Supply Code, 2009. Despite several correspondence & regular follow up on the complaint, the respondents continued to raise bills on the basis of sanctioned contract demand, thereby contravening the provisions of the Supply Code, 2009.
3. The Respondent Board in their reply stated that complainant has not come to the Court with clean hands and has suppressed the material facts from this Hon'ble Forum as the complainant has other remedies available to his under the Sale Manual and HP Electricity Supply Code 2009 to get permanent reduction in its contract demand as per its load requirements, but same has not been done. The Respondent Further submitted that the PAC has been issued to the complainant after completion of all the codal formalities on 10.09.2018 for connected load of 450KW with 350KVA contract demand for its premises. There is no delay in providing the electricity power supply to the consumer. It is the duty of the complainant to apply for reduction of the contract demand, if complainant does not require the contract demand of 350KV in accordance with the provisions of Supply Code, 2009 and sales manual thus the present complaint is not maintainable and liable to be dismissed.
4. The Ld. Counsel for the Respondent Board also referred to the H.P. Electricity Supply Code, 2009 and submitted that the clause 3.9 of said code is applicable only in case the consumer delays in taking supply or does not avail the full contract demand and in such cases the

charges as mentioned in the clause is levied after notice period of 2 month. It was further argued that the complainant was issued a normal bill, as per service connection order issued to it and the objection of the consumer to be charged as per clause 3.9 is an afterthought which is not the spirit behind the clause 3.9 of the Supply Code, 2009. The complainant is being charged as per clause (L) of the Tariff order which says that the consumer under two part tariff, whose energy consumption is billed/charged in Rs./kVAH, shall in addition to the kVAh charges, be also charged calculated on the actual maximum demand in Kva recorded on the energy meter during any consecutive 30 minutes block period of the month or 90% of the contract demand in Kva, whichever is higher but up to a ceiling of contract demand, as currently applicable. The respondent further submitted that the complainant has availed supply without any delay in accordance with clause 3.9 of the Supply Code,2009.

5. The Complainant in its Rejoinder stated that the provisions of the Sales Manual are for different objectives, whereas, clause 3.9 of the Supply Code, 2009 has been provided to deal with the situations where the consumer builds up loads in steps, while covered under a single sanctioned order to avoid repetitive paper work The provisions of clause 3.9 of the Supply Code, 2009 is being misinterpreted, as to “delay to take supply or to avail contract demand”. In the present case, when the consumer had only submitted a test report for 190 KW, whereas, the respondent has charged him 350 KV The Respondents, have however, not explained as to how 350KV can be released on the connected load of 190 KW. There is no confusion or ambiguity between the clause 3.9. of the Supply Code,2009 & the provisions of Tariff.
6. We have heard both the Parties and have gone through the case file carefully. It has been admitted by both the parties that the complainant was issued a power availability certificate (PAC) for 450KW/ 350 KVA of load on 10.09.2018 for their new industrial unit at village Barotiwla. The PAC has been issued to the complainant after completion of all the codal formalities for connected load of 450KW with 350KVA contract demand. It is also a fact that the complainant did not apply for the reduction of the contract demand, in case it was not required, as per provisions of the supply code 2009 and sales manual. The clause 3.9 of the Supply Code, 2009 clearly provide that in case the consumer delays in taking supply or does not avail the full contract demand then in such cases, the charges as mentioned in the clause shall be levied by the licensee after issuance of notice of two months period. In the present case, as is evident from the complaint and reply of the Respondent that the complainant was issued a normal bill, as per service connection order on the basis of sanctioned contract

demand. The complainant without any resistance/objections has also paid these bills. This conduct of the complainant goes on to demonstrate that complainant has availed the supply without any delay and has never approached the Respondents for reduction of permanent contract demand. The fact is also not controverted by the complainant that he has never approached the respondents for reduction of contract demand even on temporarily basis. We find force in the arguments of the Respondent Board that in facts and circumstances, the complainant has availed supply without any delay and as such billing has been done on the basis of applicable tariff order. The complainant failed to show that there was any delay in providing the electricity power supply by the Respondents to his premises, as per connected load of 450KW with 350 KVA contract demand. The provisions of Supply Code, 2009 under clause 3.9 clearly deals with delay to take supply or avail contract demand but in the present case as stated above, the supply has been provided to the complainant without any delay and after completion of all codal formalities required to issue PAC on 10.09.2018 for connected load of 450KW with 350 contract demand. Therefore, the contention of the complainant that he is not liable to be pay the demand charges during the period when the load was being built up as per 3.9 of the supply code 2009, is not tenable in view of the express provisions of clause 3.9 of supply code 2009 and facts of the case stated above.

7. In view of the observations made herein above, the present complaint is found to be not maintainable and being devoid of any substance and merits and disallowed accordingly.
8. In the aforesaid terms, the complaint is decided against the complainant and disposed off accordingly. The parties are left to bear their own costs. Announced before the parties present at Kasumpti Shimla on 18.08.2020.

The file be consigned to record room after due completion. A copy of the order be kept in safe custody of folder of orders. A certified copy of these order be supplied to both the parties.

Dated:-18.08.2020

Place:- Shimla

Sd/-
(K.S. Dhaulta)
Member

Sd/-
(Sanjay Dewan)
Chairman

Notice

Registered
CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-9.
No. CGRF /Complaint No. 1453/3/19/045 **Dated:-**

MT Autocraft,
Near Doon School, Village Barotiwala,
District Solan (HP).

Complainant

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Respondents

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Barotiwala, Distt. Solan (HP).

Respondents

The Certified copy of final order dated 18.08.2020 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.