CONSUMER GRIEVANCES REDRESSAL FORUM, HIMACHAL PRADESH

Complaint No.	1453/202604/03
In the matter of	M/s Prime Steel Industries Pvt. Ltd. v/s. 1) Assistant Engineer ESD Barotiwala 2) Sr. Executive Engineer Electrical Division Baddi
Subject	Claim for expansion rebate on energy charges

FINAL ORDER

Pronounced on: 18/7/2026

1. Introduction and scope

This complaint, presented under Regulations 16, 17 and 18 of the Himachal Pradesh Electricity Regulatory Commission (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, as amended (the "CGRF Regulations"), concerns the complainant's claimed entitlement to expansion rebate on energy charges. The complaint is a billing grievance within the Forum's consumer-redressal remit. The Forum does not, however, re-write the conditions of a tariff order or grant an incentive outside the conditions fixed by the Commission.

The question for decision is whether, on the material placed before the Forum, the complainant has established that HPSEBL billed it contrary to the applicable HPERC tariff provisions, so as to warrant recalculation, refund, interest or costs.

2. Record considered

The Forum has considered the complaint, HPSEBL's reply, the complainant's subsequent submissions and the annexures referred to by the parties, including sanction particulars, cited tariff schedules, the claimed clarification dated 25.11.2021 in

M/s J.B. Rolling, and the complainant's own calculation of adjustments. The narration below is confined to the material placed on record and is not a finding on an unproduced document.

3. Facts not in material dispute

6.7.19	19991.7kW	12700kVA	Load sanctioned
Up to 31.01.2021	19991.7kW	12,700 kVA	Stated original/base contract demand.
01.02.2021	19991.7kW	14,000 kVA	First increase of 1,300 kVA claimed.
01.06.2022	19991.7kW	18,000 kVA	Further increase of contract claimed;
01.07.2022	29,891.7 kW	25,500 kVA	Connected load and contract demand increase claimed.
01.10.2022–30.06.2023	29,891.7 kW	17,000 kVA	Temporary reduction; still above the stated base demand.
01.07.2024	29,891.7 kW	29,500 kVA	increase of 4,000 kVA claimed.
June 2024–May 2025		—	Complainant acknowledges rebate adjustments aggregating ₹4,55,35,374.27.

4. Rival positions

The complainant contends that each increase in contract demand independently earned a 15% rebate for three years, that temporary reductions above 12,700 kVA required a continuing proportionate rebate, and that the J.B. Rolling clarification makes contract demand the exclusive criterion. It seeks retrospective revision, refund, 15% per annum interest and costs.

HPSEBL disputes any wrongful billing. Its case is that expansion rebate is conditional, requires actual and verifiable expansion as well as compliance with the applicable tariff order and has been allowed wherever found admissible on verified records. It states that the benefit corresponding to the verified increase in connected load from 19,991.7 kW to 29,891.7 kW with effect from 01.07.2022 has already been extended. It denies any excess recovery.

5. Points for determination

1. Whether an increase in contract demand, by itself, establishes entitlement to expansion rebate?

2. Whether the J.B. Rolling clarification obliges HPSEBL to grant the claimed rebate for all periods and tiers?

3. Whether any excess recovery, and consequential interest or costs, has been proved?

6. Reasons and findings

6.1 Governing framework

Under section 62 of the Electricity Act, 2003, tariff is determined by the appropriate Commission. A distribution licensee must implement the tariff as notified; neither the Forum nor HPSEBL may enlarge an incentive beyond the operative tariff conditions. Regulations 16 and 17 of the CGRF Regulations provide the consumer-grievance route and manner of submission. Regulation 18 requires the Forum to deal with the grievance in accordance with the regulatory framework. These procedural provisions do not displace the substantive conditions of the tariff schedule.

The cited expansion-rebate provisions are incentive provisions. Their operation must be established by the consumer claiming the concession through cogent, contemporaneous and verifiable material showing that the qualifying expansion, the relevant tariff condition and the claimed billing period coincide. A calculation formula cannot substitute the proof required to cross the eligibility threshold.

6.2 Contract demand is not a self-executing entitlement

The Forum is unable to accept the proposition that every sanctioned increase in contract demand automatically attracts rebate. Contract demand records the agreed capacity available to the consumer. The record must also demonstrate that the qualifying expansion contemplated by the applicable tariff order was actually undertaken and verified. This is particularly material where the relief sought spans separate tariff periods and several changes in demand.

The complainant's reliance on the J.B. Rolling clarification does not carry the matter further. As pleaded, that clarification explains a proportionate method where an otherwise eligible expansion is followed by a reduction or a subsequent increase. It is a method for quantifying an admissible rebate; it is not an independent source of eligibility and does not dispense with the foundational tariff conditions. The complainant has not produced material sufficient to establish qualifying verified expansion for the entire first claimed period from 01.02.2021, nor has it established that each subsequent demand revision independently satisfied every tariff condition.

6.3 Effect of the verified expansion and adjustments

HPSEBL's reply acknowledges verification of connected-load expansion from 19,991.7 kW to 29,891.7 kW with effect from 01.07.2022 and states that the admissible benefit corresponding thereto has been extended. The complainant also acknowledges adjustments totalling ₹4,55,35,374.27 for June 2024 to May 2025. These admissions are inconsistent with the pleaded case of complete denial.

No billing-wise reconciliation certified from the consumer account, no contrary verification report and no tariff-compliant computation establishing an unpaid balance after the admitted adjustments have been placed before the Forum.

The complainant has relied upon the clarification issued in the case of M/s J.B. Rolling. However, the said clarification cannot be read in isolation. The complainant's own calculation is an assertion; it cannot by itself displace the licensee's verified billing record. The record does not establish, the qualifying verified expansion and the precise applicable tariff condition.

6.4 Temporary reductions

The asserted temporary reduction to 17,000 kVA may be relevant to computation only after an eligible rebate and its surviving period are established. The claimed ratio of 4,300/17,000 and the request for a dynamic calculation accordingly do not arise on the present record.

6.5 Interest and costs

Section 62(6) of the Electricity Act, 2003 is attracted when recovery in excess of the tariff determined under that section is established. Clause 5.7.3 of the HPERC Electricity Supply Code, 2009, relied upon by the complainant for interest, likewise presupposes an amount found refundable or adjustable. Since excess recovery has not been proved, the claim for 15% interest does not survive. The circumstances do not warrant costs.

7. Conclusions on the points

Whether contract demand alone establishes entitlement

No. It is not self-executing; tariff conditions and qualifying verified expansion must be proved.

Effect of J.B. Rolling clarification

It concerns computation of an eligible rebate and does not eliminate the foundational conditions of eligibility.

Excess recovery, interest and costs

Not proved on the material before the Forum; therefore not payable

8. Order

For the reasons recorded above, the complaint is dismissed. The prayers for retrospective revision of bills, refund/adjustment, interest and costs are declined.

This order does not prevent HPSEBL from correcting any demonstrable clerical or billing error, if identified in accordance with the applicable tariff order and verified consumer-account records.

No order as to costs. Parties to bear their costs.

The complete file along with this order be consigned to the record room.

Sd/-	Sd/-
(Madan Dhiman)	(Harinder Thakur)
(Member)	(Chairman)

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-9.

No. CGRF/Complaint No. 1453/202604/03 **Dated: -**

Complaint No.: -	**1453/202604/03**
Date of Admission: -	**24.04.2026**
Quorum: -	**Er. Harinder Thakur, Chairman.**
	Er. Madan Dhiman, Member.

M/s Prime Steel Industries Pvt. Ltd.
Village Bated Baddi Road
Barotiwala Distt. Solan HP.173201. **Complainant**

V/s.

1. The Sr. Executive Engineer,
   Electrical Division, Baddi-Barotiwala, HPSEBL,
   District Solan (HP)173201.

2. The Assistant Executive Engineer
   Electrical Sub-Divison,
   HPSEBL, Barotiwala
   Distt. Solan (HP)-173201. **Respondents**

Complaint Regarding: -
Final hearing: - **19/06/2026**

Present for:-

Complainant 1. Sh. Rakesh Bansal Authorized Representative.

Respondent 1. Sh. Rajesh Kashyap, Advocate
2. Sh. Kamlesh Saklani, Under Secretary Law

Date of Decision: - **20.07.2026**

Notice

Registered

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.

No. CGRF/Complaint No. 1453/202604/03 Dated:-

M/s Prime Steel Industries Pvt. Ltd.
Village Bated Baddi Road
Barotiwala Distt. Solan HP.173201. **Complainant**

V/s.

1. The Sr. Executive Engineer,
Electrical Division, Baddi-Barotiwala, HPSEBL,
District Solan (HP)173201.

2. The Assistant Executive Engineer
Electrical Sub-Divison,
HPSEBL, Barotiwala
Distt. Solan (HP)-173201. **Respondents**

The Certified copy of final order dated 20.07.2026 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.