

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09.
No. CGRF/Complaint No. 1453/1/20/004

Complaint No.: - 1453/1/20/004

Date of Admission: - 02.03.2020

Quorum: - Er. Suresh Kumar, Chairman
Sh. K.S Dhaulta, Member.
Sh. Vikas Gupta Member.

M/s Hemkunt Iron & Steel Pvt, Ltd.
Haripur Road Barotiwala,
District Solan (HP).

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,
District Solan (HP).
3. The Assistant Engineer,
Electrical Sub-Division HPSEBL,
Barotiwala Distt. Solan (HP).

Respondents

Final hearing:-

22.06.2021

Present for:-

- | | |
|-------------|--|
| Complainant | 1. Sh. S.P Sharma, (Authorized Representative) |
| Respondent | 1. Sh. Anil Kumar God, Advocate |

Date of Decision: -

22.06.2021

ORDER

1. Briefly stated facts of the case are that the Complainant is aggrieved by the demand notice/ electricity bill raised for June 2019 (AnnexureA-1) by Respondents for a sum of Rs. 23, 58,483/- which included sundry charges that too without any prior notice. The Respondents on enquiry stated to have made the Complainant understand that sundry amount is per laws & LVSS charges w.e.f. August, 2014 to April, 2019.
2. The Complainant alleges that such sundry charges are arbitrary and in contravention of HPERC supply code, 2009 updated to 2014 as provided in clause 2.1.6.1(a). The Complainant vide **Annuxure-A-2** represented to Respondent No2&3 on 28.6.2019 with a copy to Chief Engineer (Comm.) but nothing heard from Respondents till 18.09.2019. The Respondents, to the surprise of Complainant halved the sundry amount to Rs. 11, 79,242/- on their own and included it in bill for the month of September, 2019. Without resolving the issue, the Respondents vide **Annexure A-4** threatened to disconnect the power supply. Again the Respondents issued energy bills for Jan/Feb, payable on 20.2.2020 for Rs. 29,33,442/- (**AnnexureA5**) including the arrear amount of Rs. 9,05,005/- (it includes late payment surcharge on Rs. 8,27,514/-).
3. Complainant tried to deposit the bills of Rs. 20, 17,116/- through RTGS, as per Sec 56(b) of the Electricity Act, 2003 but system did not allow as per Annexure A-6. It was brought to notice of Respondents vide **Annexure A-7** but to no avail. The Respondents on contrary issued notice dated 23.02.2020 **Annexure A-8** whereby Complainant was asked to deposit Rs. 29, 91,472.60 within 15 days, failing which service will be disconnected without any notice.
4. The Respondent HPSEBL filed the reply and contested the claim of the Complainant. The Respondents submitted that the load of 455 KW with contract demand of 450 KVA at 11KV supply voltage was released on 15.06.2005 to Complainant consumer. The Complainant has extended load up to 1000 KW as per inspection report Annexure R-1. The consumer again extended its connected load to 1990 KW with contract demand 1900KVA on 1-3-2018. The supply voltage to consumer demanded at 11KV.
5. The Respondents submitted that RAO audit party in May, 2019 found that load of 455 KW with contract demand of 450 KVA at 11KV supply voltage was released on 15/6/2005 to Complainant Company which was extended to 1000 KW with contract demand of 1000KVA on 23.02.2010. After extension, the special category load i.e., furnaces load of consumer was increased to 875 KW. It was again extended by consumer on 01.03.2018 to 1990 KW with contract demand 1900

KVA with same special load i.e. of furnaces load 875 KW. Thus lower voltage supply surcharge (LVSS) was to be levied.

6. The Respondent Board further submitted that as the special category load of the consumer exceeded the limit of 750 KW within the overall limit of total connected load up to 3MW and total contract demand up to 2.2 MVA, the consumer was charged for Rs. 23, 58,483/- on account of LVSS, as per tariff provision w.e.f. 08/2014 to 04/2019 as per details attached at **Annexure R2** of reply.
7. The Respondents again submitted that the account of the Complainant was overhauled as per provisions of the tariff referred in its reply. The tariff provision & audit states that the LVSS shall be charged at 50% of the rates determined if any one or all the following conditions are met:
 - I. “If supply is given through a dedicated feeder or a joint dedicated feeder and metering for billing purpose is done at the licensee’s sub-station; and/or
 - II. If the LVSS becomes payable in spite of the contract demand being within the relevant permissible limit applicable for the standard supply voltage viz 520 KVA for LT supply, 2200 KVA for 11 KV or 22 KV supplies , 10000 KVA for 33KV and 12000 KVA for 66 KV supplies.”
8. The Respondents submitted that since the consumer fall under the above mentioned condition, so LVSS required to be charged was 1.55% instead of 3%, thus, the amount of Rs. 23,58,483/- was withdrawn & Complainant was charged for Rs. 11,79,142/- on account of LVSS w.e.f. 08/2014 to 04/2019 @ 1.5% in the energy bill for the month of September, 2019 as per tariff provisions.
9. We have heard the parties at length. Perused the record produced during the course of hearing by the parties. We have gone through the relevant tariff provisions, Supply code and HPERC Regulations etc. on the matter. It’s an admitted fact that the Respondent HPSEBL had raised a bill of Rs. 23, 58,483/- in June, 2019 (Annexure A-1) as sundry charges (i.e. LVSS charges) w.e.f. 08/2014 to 04/2019 without any prior notice. It’s also not disputed that Respondent HPSEBL, reduced the amount of Rs. 23, 58,483/- to Rs. 11, 79,142/- after realising its mistake and charging LVSS @ 1.55 instead of 3% on the said bill. Further the fact is also admitted that the Complainant has made payment of Rs. 3,51,728/- against the bill of Rs. 11,79,142/-
10. The fact is also admitted that the consumer load has been verified and sanctioned as 1000KW and Contract demand 1000KVA on w.e.f. 23.03.2010 under large scale Industrial Power Supply category. The connected power consumption load is having 875KW furnace (Special Category Load). The fact is also admitted that the consumer load was extended from 1000KW to 1990KW with contract demand 1900KVA w.e.f. 01.03.2018.

11. The Complaint is governed under H.P. Electricity Supply code 2009 updated to 2014 under clause 2.1.6.1(a) which reads as under:-

“(a) The maximum limits of connected load (KW of MW) and Contract Demand (KVA or MVA) for supply of power at a voltage, shall be as under:-

Provided that where special category loads are involved, the standard supply voltage shall be 11KV or 22KV, as may exist on the relevant distribution system if:

- (i) The total connected load does not exceed 1 MW, irrespective of special category loads; or**
- (ii) The total quantum of connected load in respect of special category loads does not exceed 750 KW within the overall limit of total connected load upto 3 MW and total contract demand up to 2.2KVA.”**

12. It is evident from facts on record that the relevant provision of the Supply Code, 2009 as amended from time to time combined with schedule of tariff provisions applicable for special category consumer; the Complainant was partially covered under ibid provision of Supply Code, 2009. This means no LVSS is chargeable to the Complainant w.e.f. 08/2014 to 25/02/2018, as the consumer has not crossed the limit of 1MW and was governed under 11KV Supply Voltage under special category load.

However, the complainant has increased its load from 1000KW to 1990KW with Contract Demand 1900KVA w.e.f. 01.03.2018 and it is still governed under 11KV supply voltage. Therefore, the LVSS shall be liveable w.e.f. 01.03.2018 onwards. It is therefore, incumbent upon the Respondent HPSEBL, to make the calculations afresh and consumer be charged accordingly, as per relevant tariff provision as stated in para above.

13. The Complainant cannot be charged LVSS w.e.f. August, 2014 to February, 2018, as the connected load of complainant company was 1000 KW and Contract Demand 1000 KVA which is covered under the ibid Supply Code Regulations and relevant tariff provisions. However, the LVSS is chargeable to the complainant w.e.f. 01.03.2018 to April, 2018 or even onwards when it has increased its load from 1000KW to 1990 KW with Contract demand 1900KVA on 11 KV Supply Voltage, as record shows, as well as, provisions of Supply Code Regulation of tariff provision ibid.

14. In view of the discussions & observation made here-in-above, the present complaint is partly allowed. The impugned energy bills for June, 2019 (**Annexure A-1**) further revised bill issued in February, 2020 (**Annexure-5**) and **Annexure A-8** are quashed and set-aside. The Respondent HPSEBL is directed to issue the fresh bills strictly in accordance with the directions issued by this

Forum under point No.12 to 13 above, as prescribed by provisions of supply code, 2009 as amended from time to time and relevant schedule of tariff orders issued by HPERC on year to year basis as applicable in the matter. In the aforesaid terms the complaint stand disposed of. The parties are left to bear their own costs. Announced before the parties present at Shimla on 22.06.2021.

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

Dated:-22.06.2021

Place:- Shimla

Sd/-
(K.S.Dhaulta)
(Member)

Sd/-
(Vikas Gupta)
(Member)

Sd/-
(Suresh Kumar)
Chairman

Notice

**Registered
CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.**

No.CGRF/Complaint No. 1453/1/20/004

Dated:-

M/s Hemkunt Iron & Steel Pvt, Ltd.
Haripur Road Barotiwala,
District Solan (HP).

Complainant

V/s.

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Respondents

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3. The Assistant Engineer,
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Barotiwala Distt. Solan (HP).

Respondents

The Certified copy of final order dated 22.06.2021 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.