M/s Himalayan International Pvt. Ltd.
Vs
Himachal Pradesh State Electricity Board Ltd and Ors

BRIEF FACTS OF THE COMPALAINT –

(1) Complaint has been filed under regulation 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013. The Complainant M/s Himalayan International Pvt Ltd, Village and Post Office Misserwala, Tehsil Paonta Sahib District Sirmaur, is a Large Industrial Power Supply (LIPS) category consumer of the Respondent HPSEBL, availing supply at 11kV and bearing Consumer ID 200011000320;

(2) Complainant was released connection on 21.09.2020;

(3) Before 26.10.2021 and since 2020, Complainant was a MIPS category consumer with 90.65 kW connected load and 80 kVA Contract Demand;

(4) Complainant is aggrieved by the action of the Respondent HPSEBL to raise monetary demand of Rs 4,98,185/= by way of sundry in energy bill dated 09.12.2022 **(Annexure-C5),** as past period arrears, for an amount of Rs 4,58,802/= along with Electricity Duty of Rs 39,383/=, total amounting to Rs 4,98,185/=. This amount was earlier conveyed to the Complainant by the Respondent vide its letter dated 14.11.2022 **(Annexure C3)**;

COMPLAINANT –

Complainant has mainly contended that -

(5) Complainant increased its connected load to 274.32 kW and Contract Demand to 200 kVA, thus beyond 26.10.2021, the Complainant was re-categorised as LIPS consumer;

(6) earlier, monetary demand was raised by the Respondent vide its letter dated 20.10.2022 **(Annexure-C1)** for a total amount of Rs 5,35,062/= which included--

(A) Rs 1,27,095/= for the period 22.09.2020 to 06.04.2022, towards Time of Day (ToD) metering error, where by entire consumption of Complainant was billed as night time consumption;

(B) Rs 1,00,776/= on account of excess demand charges for the period 01.08.2022 to 31.10.2022 due to delay in implementation of load extension;

(C) Rs 3,07,191/= for the period 25.01.2022 to 30.06.2022 towards metering error due to missing of Y phase current input to meter.

(7) subsequently, after the Complainant raised objections vide its letter dated 26.10.2022, the Respondent vide its letter dated 14.11.2022 **(Annexure C3)** corrected the ibid amount of Rs 3,07,191/= to Rs 2,70,314/=, thus revising the monetary demand to Rs 4,98,185/=;

(8) on 24.11.2022, the Complainant vide its letter **(Annexure-C4)**, again objected to the ibid monetary demand as being unjustified, premature and contrary to the provisions of Supply Code;

(9) when a meter does not record ToD consumption then the meter is defective which is contrary to the claim of the Respondent. Thus the Respondent ought to have installed a Check meter and ought to have sent the meter to the M&T lab for Testing in accordance with clause 4.4.4 of the Supply Code, 2009;

(10) monetary demand of Rs 1,27,095/= is against the provisions of Supply Code, 2009. Contrary to the version of the Respondent, the meter was defective, which was not sent to the M&T Lab for Testing and that it is not possible to prove without data that entire consumption was not done during the night hours. If the meter is

defective, then its testing has to be got done in terms of clause 4.4.4 of the Supply Code. Procedure has been defied and contravened by the Respondent who has adopted the strategy to assess the Time of Day (ToD) consumption based on future consumption, which is assumptive in nature and thus devoid of merit and therefore monetary demand deserves to be set aside;

(11) the monetary demand of Rs 1,00,776/= is against the provisions of Rules and Regulations. The Complainant had requested for Sundry Job Order (SJO) which was not given, while the Respondent had stated that a load release Certificate has been issued, which is denied. The fact of load extension being effected on 26.10.2021, is evident from Bills **(Annexure C6 Colly)**. Therefore, monetary demand for the said period being devoid of merit and justification deserves to be set aside;

(12) the monetary demand of Rs 2,70,314/= on account of 'Y' phase current missing for the period 25.01.2022 to 30.06.2022, is not based on real facts and has been mis-reported. From Load survey of MRI **(Annexure C7)** data obtained from Respondent, 'Y' phase is seen recording current at 4% **(Annexure-C7)** of that in other phases and thus there is no phase missing. Even during the intervening period, when there is equal current in all phases, still recovery has been calculated. The procedure for overhauling of consumer account is specified in clause 4.4.8 (i) of the Supply Code. The CT/PT unit was removed on 30.06.2022, which was not sent to M&T lab to ascertain the slowness. The Respondents are not allowed to raise demand without proof / justification of metering equipment being defective. The meter should have been sealed in presence of Complainant and sent to M&T Lab and meter was to be proven defective based on M&T Test Report;

(13) all of the above has happened within two (2) years of the electricity connection, when not a single month is such for which there is no account overhauling;

(14) Complainant prays for quashing of demand notice dated 14.11.2022 **(Annexure C3)** for Rs 4,98,185/=.

RESPONDENT –

On the other hand the Respondent has Replied that--

(15) after scrutiny of MRI record and billing data and consumption recorded by meter from 22.09.2020 to 06.04.2022, replying Respondent found that Complainant has been assessed only for night hour consumption and consumption for day and peak hours were not showing in the meter. So account of Complainant has been overhauled for this period for Rs 1,27,095/=. As all consumption is in MRI data, which proves Complainant has run his unit during day and peak hours. The demand has been raised as per schedule of Tariff and Complainant is bound to pay the same;

(16) the revised Contract Demand (kVA/ MVA) of the Complaint was sanctioned on 14.06.2021 but due to bona-fide mistake it could not be implemented in bills and thus Rs 1,00,776/= was detected as demand;

(17) the 'Y' phase was missing from 25.01.2022 to 29.03.2022 and 29.03.2022 to 30.06.2022 and thus meter has recorded 33% less consumption, so the less consumption charges as Rs 2,70,314/= has been detected as demand, which is as per schedule of Tariff and Complainant is bound to pay the same;

(18) the demand raised by the Respondent is as per Rules and Regulations and thus Respondent is entitled to raise the Notice / Bill

ORDER

(19) In order to effectively decide the complaint, during the arguments / final hearing stages, the Forum had sought copies of the Load sanction letter, Sundry Job Order (SJO) and some load survey MRI data, which were submitted by the Respondent HPSEBL;

(20) The Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013, HP Electricity Supply Code, 2009 notified by the HPERC, amendments thereto 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;

(21) At the outset Forum finds it expedient to reproduce the relevant provisions of the HP Electricity Supply Code, 2009 for the sake of clarity–

Quote

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4.3 Testing of Meters .–

4.3.1 It will be the responsibility of the licensee to satisfy itself regarding the accuracy of a meter before it is installed at the consumer premises.

4.3.2 The licensee shall maintain such number of accredited testing laboratories as per the standards prescribed by the National Accreditation Board for Testing and Calibration Laboratories (NABL) as the Commission may require and all such laboratories will at least be equipped with testing equipment as provided in the regulations framed by the Authority under Section 55 of the Act.

4.3.3 After testing in the laboratory, the body of the meter will be duly sealed by an officer(s) authorized by the licensee.

4.3.4 The licensee may also conduct periodical inspection/testing of the meters installed at the consumer's premises as per Central Electricity Authority (Installation and Operation of Meters) Regulations , 2006 made under Section 55 of the Act.

4.3.5 The Commission may also require the licensee to undertake third party testing of meters/metering equipment installed at the consumers' premises.

4.4 Defective Meters .–

4.4.1 The licensee will check and have the right to test any meter and metering equipment installed at a consumer's premises if there is a reasonable doubt about its accuracy and the consumer will provide the licensee all necessary assistance in conducting the test. The consumer will have the right to be present during such testing.

4.4.2 (a) A consumer may request the licensee to test the meter/metering equipment installed in his premises, if he doubts its accuracy. The licensee will undertake such site testing within seven days on payment of fee as specified in the Schedule of General Charges approved by the Commission.

(b) If, after testing, the meter is found to be defective then the fee deposited in accordance with sub-para (a) will be refunded by adjustment in the electricity bills for the immediately succeeding months. In case, the meter is found to be correct then the licensee will not refund such fee.

4.4.3 In case a consumer is not satisfied with the site testing of the meter installed in his premises or the meter cannot be tested by the licensee at site then the meter will be removed and packed for testing in the laboratory of the licensee and another duly tested meter will be installed at the premises of such a consumer. In the event the licensee or the consumer apprehends tampering of meter and/or its seals then the licensee and the consumer will jointly seal the packing containing the meter. The seals will be broken and testing undertaken in the laboratory of the licensee in the presence of the consumer, if he so desires.

4.4.4 In case of testing of a meter, removed from the consumer premises for the purpose of testing in the licensee's laboratory, the consumer would be informed of the date of testing at least seven days in advance. The signature of the consumer, or his authorized representative, if present, would be obtained on the Test Result Sheet and a copy thereof shall be supplied to the consumer.

4.4.5 (a) Subject to the provisions in sub para (b), in case a meter installed at a consumer's premises gets burnt/ broken/ defective or stops functioning, a new tested meter will be installed within the time lines specified in the schedule to the Himachal Pradesh Electricity Regulatory Commission (Distribution Licensees' Standard of Performance) Regulations, 2005. If the meter gets burnt, broken or damaged due to reasons attributable to the consumer, the licensee will debit the cost of the meter (if provided by the licensee) to the consumer who will also be informed about his liability to bear the cost.

(b) in case of failure of supply due to the burnt, broken, damaged or defective meter, the licensee shall endeavour to restore the supply on the same day by way of installation of new tested meter.

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Un-Quote

(22) The Forum now proceeds to frame the following issues for determination -

(23) **Issue No 1:** In a metering arrangement where meter receives faulty electrical input parameters (voltage / current etc) from metering

equipment (CT / PT), as is in the instant case, was it necessary for Respondent to send the meter for testing?;

(24) **Issue No 2:** Is the monetary demand of Rs 1,27,095/= valid, which has been raised for the period 22.09.2020 to 06.04.2022 at the behest of Time of Day (ToD) metering error, where by entire consumption of Complainant was billed as night time consumption?;

(25) **Issue No 3:** Is the monetary demand of Rs 1,00,776/= valid, which has been raised at the behest of excess demand charges for the period 01.08.2022 to 31.10.2022 due to delay in implementation of load extension;

(26) **Issue No 4:** Is the monetary demand of Rs 2,70,314/= valid, which has been raised for the period 25.01.2022 to 30.06.2022 towards metering error due to missing of Y phase current input to meter?.

(27) The Forum now proceeds to determine each issue on merits –

(28) **Issue No 1 –**Was it necessary for the Respondent to send the meter for Testing?:

(29) The Complainant has largely based its complaint on the argument that the monetary demand raised by the Respondent is not justified in wake of the fact that the meter was not got tested to ascertain the metering defect or the metering error;

(30) In order to decide the ibid Issue No 1 effectively, it is expedient and necessary to discuss metering – It is a known fact that the modern-day meters are capable of recording and storing electricity consumption data, electricity supply parameters including various events related to these, which can be retrieved from the meter using a Meter Reading Instrument (MRI). Under practical conditions, when electrical parameter inputs such as voltages and currents to the meter are within safe limits, metering of a consumer may simply be with a meter and without metering equipment. However,

where these actually exist on an electrical system at excessively high and unsafe levels, then metering equipment such as Current Transformer (CT) and Potential Transformer (PT) or combined units are deployed to give restricted or practically acceptable and safe electrical parameter inputs such as voltage and currents to the meter. This is done to prevent unsafe parameters from directly inputting into the meter and is done by stepping down these electrical parameters namely voltages and currents by use of ibid mentioned metering equipment;

(31) Thus, irrespective of the fact that the meter is with or without recording and storing capabilities or is with or without metering equipment but only the meter becomes defective, then testing of meter may be the only remedy to estimate or ascertain the quantum of electrical consumption done in the past or to determine its accuracy;

(32) However, under the condition when the inputs from the metering equipment or this equipment itself becomes defective but the meter is still functional and capable of recording and storing data, then the electricity consumption data, the electricity supply parameters data and the events are still recorded and stored in the meter, which become available for retrieval using the Meter Reading Instrument (MRI). This data is in conventional terms referred to as the MRI data. Though the data of consumption and supply parameters may not have been recorded correctly, however, the meter would still have recorded the event of the missing input electrical parameter, thus establishing the fact of defective metering while also depicting the reasons for defective metering;

(33) Thus the MRI data as evidence, is sufficient in helping in estimating or assessing and calculating the quantum of electricity

consumption that may have taken place in the past when inputs from metering equipment alone were faulty;

(34) On the anvil of foregoing discussion, the Forum safely concludes that the fact of MRI data is sufficient evidence to establish that the meter was not defective but the input from the metering equipment was faulty and therefore for the purpose of estimating the historic consumption, the meter shall not be required to be sent to laboratory for testing, unless its accuracy vis-à-vis its accuracy class is under challenge by the consumer or the distribution licensee itself feels the necessity to do so, which is not the case here. This consumption can safely be estimated or deduced;

(35) Further, on bare perusal of the provisions of code 4.3.1 and 4.4.1 of the Supply Code reproduced supra, it becomes clear that it is within the licensee's rights to test or get tested the meter including metering equipment installed at the consumer premises, which the Respondent in the instant matter has rightly exercised by not sending the meter and metering equipment for testing;

(36) Thus in the instant matter, from the foregoing discussion and for the simple reason that the data necessary for determining the reasons of defect had already become available to the Respondent from the MRI itself, which is sufficient evidence, the Forum rejects the arguments made by the Complainant with regard to the testing the meter and holds and concludes that in the instant matter it was not necessary for the Respondent to test the meter or send the meter for testing. Further, in accordance with the Supply Code, it was within the Respondent's decision to determine the necessity for the testing of the meter which has rightly been exercised by the Respondent. **Issue No 1** is decided accordingly against the Complainant and in favor of the Respondent.

(37) **Issue No 2** –Validity of monetary demand of Rs 1,27,095/= for the period 22.09.2020 to 06.04.2022 due to ToD Metering error:

(38) Forum observes that the ibid monetary demand was raised at the behest of metering error, which resulted in the entire consumption of the Complainant being recorded in the meter, only as night time consumption;

(39) As has already been held in paras supra, the Forum is aware of the fact that present day meters are capable of storing data. The meters are also capable of storing the consumption data occurring during different times of the day in its different memories designated for the purpose. These meters are deployed by the distribution licensee to give effect to the 'Time of Day' Tariffs prescribed by the HP Electricity Regulatory Commission;

(40) The Forum finds that in its Rejoinder, the Complainant has accepted and not denied the fact of consuming electricity during the hours other than the night hours i.e. during the normal day and peak hours. The Complainant has also not denied the MRI data. However, the Complainant is aggrieved by the methodology adopted by the Respondent for overhauling the account based upon future consumption after the meter was changed, which the Complainant contends as being assumptive;

(41) The Forum also finds that in its Reply the Respondent in order to prove that Complainant has also run his unit during day and peak hours, has admitted that all consumption actually exists in meter / MRI;

(42) In the instant issue, the Forum observes that the meter installed by the distribution licensee for the Complainant had failed to segregate the electricity consumption occurring during the different times of the day, into its different memories but instead stored all of the consumption into the memory for Night Time consumption;

(43) However, despite the meter failing to segregate and store the consumption data during the different times of the day into different memories, the Forum holds that this does not imply that the meter was defective. In-fact, the meter was recording consumption but was not segregating and storing it into different ToD memories. The Forum thus comes to the logical conclusion that the consumption data is already available in the meter and can be retrieved by the Respondent using an MRI and then be appropriately segregated by the Respondent into the different tariff ToDs;

(44) Thus, the Forum holds that clause 4.3.1 and 4.4.1 of the HP Electricity Supply Code, 2009, as relied upon by the Complainant, is not applicable in the instant issue, which becomes applicable only if a meter is sent for Testing to the laboratory. This is not the case here. The meter was not sent to M&T lab for Testing, as it was not required to be sent. The Forum accordingly dismisses the argument of the Complainant that in the matter action was to be taken by the Respondent in accordance with code 4.3.1 and 4.4.1 of the Supply Code, 2009. The observation by the Complainant is not a fact, but is a post-event- argument and thus the Forum rejects the same. Otherwise also, as has been held by the Forum while discussing Issue No 1, it is for the Respondent to decide on testing / getting a meter tested, unless there is specific challenge to the accuracy of the meter by the Complainant which is not the case here;

(45) In view of foregoing observations, the Forum holds that the consumption data stored in the 'Night Hour' ToD memory of the meter is for the whole time and is already available in the meter against the respective times of the whole day / month, which can be retrieved and segregated by the Respondent. This is also an

admitted fact by the Respondent. This fact further becomes evident to the Forum from the additional data submitted by the Respondent during the course of hearing in the matter;

(46) Accordingly, the Forum is inclined to agree with the Complainant that to adopt a future basis in the instant issue shall be wrong, especially when the consumption data is already available date-wise-time-wise in the meter / MRI and only requires to be segregated;

(47) On the anvil of foregoing observations, the Forum concludes that despite the demand of Rs 1,27,095/= for the period 22.09.2020 to 06.04.2022 due to ToD metering error raised by the Respondent not being illegal, however, this monetary demand cannot be based upon any future considerations, if the MRI data is available. Doing so would be assumptive and thus wrong. This has to be based upon actual consumption data in the meter / MRI, if such is available. In the instant issue, Forum finds the actual data is available in the meter / MRI and this can be segregated by the Respondent. Accordingly, monetary demand of Rs 1,27,095/= raised vide **Annexure C1 / Annexure C3 / Annexure C5**, is held by the Forum to be 'incorrectly determined' and is set aside. The Respondent is directed to reassess /re-determine the monetary demand correctly for the period 22.09.2020 to 06.04.2022 based upon the actual consumption data in the meter / MRI as available for the respective times of the day /month. **Issue No 2** is decided accordingly.

(48) **Issue No 3 --**Validity of monetary demand of Rs 1,00,776/= for the period 01.08.2022 to 31.10.2022 due to load extension:

(49) In the instant issue, the Complainant has contended the outstanding arrears of Rs 1,00,776/= raised by the Respondent on account of excess demand charges due to load extension for the period of

August 2021 to October 2021 i.e three (3) months. From examination of record, Forum observes that the Load extension is reflected in Bill dated 08.12.2021 (Annexure C6 Colly), wherein the 'Last Reading Date' is depicted as 26.10.2021. Complainant contends this date of 26.10.2021 to be the load extension date and not 31.07.2021 as is being claimed by the Respondent and as reflected in the Sundry Job Order (SJO). The Complainant is in denial of this SJO, not having been conveyed to it by the Respondent and accordingly the Complainant has disputed the same. Complainant during the course of final hearing vehemently argued that the Sundry Job Order (SJO) is an Order by the field office of the Respondent to give effect to the load extension and only thereafter can the Complainant use the extended load without its resulting in demand (in kVA / MVA) violations. The Complainant informs that by virtue of the same not having been conveyed to it, it has been denied the benefit of extended load as it could not use the same during the said period and thus the Respondent has wrongly charged for load extension during the ibid period;

(50) The Forum from examination of the SJO finds that the signature of the Complainant has not been appended on it. The Respondent has also not placed anything on record to show that between the date of load sanction by the Respondent on 14.06.2021 and date of demand raised vide letter dated 20.10.2022 **(Annexure C1)**, that the load extension was ever conveyed to the Complainant. The Forum also observes that the Respondent has not denied the fact that the SJO was not conveyed to the Complainant;

(51) During the arguments stage the Complainant also raised apprehension on the overwriting in the year part of the date of the SJO which the Forum finds to be merely an error of typographical

nature for the simple reason that the SJO date cannot be of the year 2022 especially when the load extension is already reflected in the December, 2021 electricity bill;

(52) In view of the above discussion, the Forum holds that the fact of the load extension by the Respondent has to be clearly visible to the Complainant. In the instant case, the load extension allows the Complainant to move from a Medium Industrial Power Supply (MIPS) category consumer to Large Industrial Power Supply (LIPS) category consumer and consequently a different tariff with different Contract Demand-Maximum Demand (in kVA / MVA) considerations / restrictions. The fact not being visible to the Complainant results in the Complainant restricting its power use so as to avoid violations, in accordance with the tariffs for MIPS consumer category;

(53) On the anvil of the foregoing observations, the Forum is in agreement with the Complainant and safely concludes that the monetary demand of Rs 1,00,776/= due to load extension for the period 01.08.2022 to 31.10.2022, raised by the Respondent HPSEBL vide **Annexure C1 / Annexure C3 / Annexure C5**, is held to be 'not valid' and is accordingly set aside. **Issue No 3** is accordingly decided in favor of the Complainant and against the Respondent.

(54) **Issue No 4 --** Validity of monetary demand of Rs 2,70,314/= for the period 25.01.2022 to 30.06.2022 due to current missing in one (1) phase of the meter;

(55) In the instant issue, the Forum from record observes that the meter was not receiving or incorrectly receiving the current (in amperes) parameter inputs against one phase from the metering equipment namely the CT. However, the meter was correctly receiving the input current parameter of the remaining two (2) phases and this

fact is not denied by the Complainant. The fact that current in the said missing phase was also being input into the meter to some extent is also not denied by the Respondent. The Forum is of the considered view that in general, the load of Industries, is by and large balanced, thereby implying that load or current in all the three (3) phases has to be the same or almost the same;

(56) Record does not lie. The Forum from perusal of record of the MRI data sheets **(Annexure C1 Colly/ Annexure R Colly)** finds that in the instant matter, input to the meter from the metering equipment namely the current transformer (or CT) was faulty as a result of which one (1) phase of current out of the three (3) phases, was partially being recorded by the meter, while the other two phases were being fully recorded. As has already been held by the Forum in paras supra, it was not the meter which was faulty but it was not receiving correct inputs from the metering equipment namely the CT. However, it was still recording the event of said missing phase of current which is available in the meter and is also available for retrieval using MRI. Accordingly, as has already been held while discussing the Issue No 1 in paras supra, the Forum therefore rejects the contention and arguments of the Complainant for testing the meter and holds that the meter was not required to be tested or sent for testing by the Respondent;

(57) The Forum also rejects the contention of the Complainant that overhauling of the account of Complaint due to one (1) phase missing in meter has to be in accordance with code 4.4.8 (i) of the HP Electricity Supply Code, 2009. The extract of this code is reproduced below for the sake of clarity:-

Quote

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4.4.8 Overhauling of consumer accounts -

(i) If a meter on testing is found to be beyond the limits of accuracy as specified in the regulations framed by the Authority under Section 55 of the Act, the electricity charges for all categories of consumers will be computed in accordance with the said test results for a period of six months immediately preceding -

(a) the date of test in case the meter has been tested at site to the satisfaction of the consumer ; or

(b) the date the defective meter is removed for testing in the laboratory of the licensee where such testing is undertaken at the instance of the licensee ; or

(c) the date of receipt of request from the consumer for testing a meter in the laboratory of the licensee.

Any evidence provided by the consumer about conditions of working and/or occupancy of the concerned premises during the said period(s) which might have a bearing on computation of electricity consumption will, however, be taken into consideration by the licensee.

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Un-Quote

(58) A bare perusal of the ibid code 4.4.8(i) reveals that this code is applicable in the event meter is tested, which is not the case here. In this case meter was not faulty and was thus not tested or sent for testing as it was not required to do so. However, when MRI data is available and not disputed by the Complainant, then the Forum is of the considered view that the assumptions of assessment also have to be reasonably based upon the meter / MRI data which is sufficient evidence;

(59) It is also a known electrical fact that there are three (3) phases for a three phase connection. Thus, when one (1) phase from the metering equipment misses continuously or continually, the meter tends to record 66.6% (or ⅔rd) of actual consumption for that time and accordingly ⅓rd of the consumption and its price shall need to be estimated / calculated as balance to be recovered from the consumer. Similarly, when two current phases miss, the meter tends to record 33.3% (or ⅓rd) of actual consumption for that time and accordingly ⅔rd of the consumption and its price shall need to be estimated / calculated as balance to be recovered from the consumer. The estimation of actual consumption in case of

defective inputs from metering equipment can therefore be done on reasonable considerations;

(60) In the instant issue, as seen from record, the meter was receiving full inputs with regard to the remaining two (2) healthy phases and thus the Respondent can safely assume the current in the missing phase to be equal to or an average of the currents in the healthy phases only during the times such was missing. However, the Forum is in agreement with the Complainant that it is entitled to benefit to the extent the current was being recorded in the said missing phase during such times when it was said to be missing;

(61) On the anvil of foregoing, the Forum concludes that though the demand of Rs 2,70,314/= raised by the Respondent towards metering error due to missing of 'Y' phase current input to meter, is not illegal, however, Complainant is still entitled to benefit to the extent current is recorded in the said missing phase, which has already been charged by the Respondent to the Complainant and is not denied by the Respondent. Accordingly, the monetary demand of Rs 2,70,314/= raised vide **Annexure C1 / Annexure C3 / Annexure C5**, is held by the Forum to be 'incorrectly determined' and is set aside. The Respondent is directed to reassess /re-determine the monetary demand correctly for the period 25.01.2022 to 30.06.2022, giving benefit to the Complainant to the extent the Respondent has already recovered the monies towards the said missing phase, ie. to the extent the said missing phase has recorded some current during certain times. **Issue No 4** is decided accordingly;

(62) For reasons as held in respect of **issue No2 and issue No 4** in paras supra, Respondent No 2 is directed to correctly overhaul and redraw the differential month-wise account of the Complainant based upon the MRI data and the applicable Tariff Orders passed

by the Ld HPERC, for each month for which the said defective metering existed in the past. It is clarified that no demand shall be raised for any day / month, which is not supported with the MRI data;

(63) After getting the ibid account validated from Respondent No.3, the Respondent No 2 is directed to raise fresh Demand Notice to the Complainant accompanied with the ibid account. The Forum further directs that this fresh Demand Notice be raised to the Complainant within a period of 15 days from this Order;

(64) Thereafter, the Complainant is directed to pay the ibid revised monetary demand within a period of 10 days from the date the revised Demand Notice is raised by the Respondent. Failure on the part of the Complainant to pay the ibid revised monetary demand shall attract late payment surcharge in accordance with the extant Tariff Orders and also attract relevant provisions on disconnection in accordance with the extant Tariff Orders passed and Rules and Regulations framed by the Ld HPERC.

On aforesaid terms, the complaint is partially allowed and is disposed accordingly.

Parties are left to bear their own costs.

Order is announced before the parties present today on 30.06.2023 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: 30.06.2023
Shimla

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

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09

No. CGRF/Complaint No. 1524/4/22/38

Complaint No.: - 1524/4/22/38

Date of Admission: - 30.12.2022

Quorum: - Er. Tushar Gupta, Chairman

Er. Vikas Gupta, Member

In ref:-

M/s Himalayan International Pvt. Ltd.
V.P.O Misserwala Paonta Sahib
Distt. Sirmour H.P. ……**Complainant**

V/s.

HPSEBL & Others.

Respondents

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

2. The Sr. XEN, (E) Division Nahan,
HPSEBL, Paonta Sahib,
Distt. Sirmaur,(H.P.)

3. The Assistant Engineer,
Electrical Sub-Division,
HPSEBL, Dhaula Kuan,
District Sirmour (H.P.). …..**Respondents**

Final hearing:-20.06.2023

Counsels:-

Complainant 1. Sh. Rakesh Bansal (Authorised Representative)

Respondent 1. Sh. Anil Kumar God, Advocate

Date of Decision: -30.06.2023

Notice

Registered

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.

No.CGRF/Complaint No. 1524/4/22/38 Dated:-

M/s Himalayan International Pvt. Ltd.
V.P.O Misserwala Paonta Sahib
Distt. Sirmour H.P. **Complainant**

V/s.

HPSEBL & Others. **Respondents**

Complaint No. 1524/4/22/38

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

2. The Sr. XEN, (E) Division Nahan,
HPSEBL, Paonta Sahib,
Distt. Sirmaur,(H.P.)

3. The Assistant Engineer,
Electrical Sub-Division,
HPSEBL, Dhaula Kuan,
District Sirmour (H.P.).

Respondents

The Certified copy of final order dated 30.06.2023 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-171009.