

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-09
No. CGRF/Complaint No. 1421/1/19/002

Complaint No.: - 1421/1/19/002

Date of Admission: - 17.01.2019

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

M/s Prontos Pvt. Ltd.
Plot no.63-65, Sector-5
Parwanoo, Tehsil Kasuli,
Distt. Solan (HP)

Complainant

V/s.

HPSEBL & Others.

Respondents

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

Respondents

Final hearing:-

20.08.2020

Present for:-

Complainant

1. Sh. O.C. Sharma, Advocate

Respondent

1. Sh. Anil Kumar God, Advocate
2. Sh. Dinesh Kumar, JOA, Parwanoo

Date of Decision: -

20.08.2020

ORDER

1. The present complaint filed by M/s Prontos (P) Ltd., Parwanoo against Respondents for not releasing payment of interest amount of Rs.9,05,000/- accrued on Rs.45,57,500/- (Rs.1,20,91,000/- Rs.75,33,500/-) calculated @ 24% per annum for period 04.07.2016 to 07.06.2017 and refund of Rs.75,070/- deposited on 25.05.2015. The Complainant alleges that Respondent issued a demand notice dated 21.11.2015 (annexure C-1) for sum of Rs.3,62,72,121/- on account of less consumption of energy recorded by the meter during period February, 2014 to May, 2015, as per calculation sheet of 33.64% losses annexed as Annexure C-2.
2. The complainant assailed the said notice C-1 before this Forum by way of complaint No.1421/2/16/012 which was admitted on 22.04.2016 and decided on 27.07.2017. The Complainant had deposited Rs.1,20,91,000/- being 1/3rd of disputed amount of Rs.3,62,72,121/-, as per directions this Forum; whereby the Respondents Board was also directed not to disconnected the electricity supply to complainant. The 1/3rd amount was deposited by complainant in instalments on 30.05.2016, 08.06.2016, 22.06.2016 and 04.07.2016 as per admission made in complainant.
3. The Ld. Forum during the pendency of complaint had directed the parties to mutually reconcile the matter. The Respondent Board on 07.06.2017, as per averments of complainant, worked out final amount payable by complainant, by associating the Director of M/s Prontos (P) Ltd. Sh. Aditya Vikram. The final amount payable by complainant was to the tune of Rs.75,33,500/- against the earlier demanded amount of Rs.3,62,72,121/-. Both the parties conceded to the said settlement as per admission of parties to the complaint, which was reached on 27.06.2017 as per Annexure C-6. The complainant had paid excess amount of Rs.45,57,500/- as per settlement above.
4. The fact is not disputed by the parties that after settlement Annexure:C-6, the complainant had deposited an excess amount of Rs.45,57,500/- with Respondents, as referred above in Para 3. The fact is also not denied by the Respondents that it has used the excess amount of Rs.45,57,500/- paid by complainant w.e.f. 04.07.2016 to 07.06.2017 i.e. the date of final settlement. The respondent board was also served legal

notice Annexure C-7 by complainant for payment of Rs.9,05,000/- on account of interest accrued on Rs.45,57,500/- for the period 04.07.2016 to 07.06.2017 and Rs.75,070/- as demanded and deposited on dated 25.05.2015 vide receipt No.30902 on account of alleged unauthorised use of electricity for one day i.e. 14.05.2016 by complainant. It's also not denied specifically by the Respondent Board that the amount of Rs.75,070/- as referred above, is also covered by the amount finally settled for Rs.75,33,500/-. So the said amount become payable to the complainant as per ibid settlement.

5. The Respondent Board in its reply admit the facts of settlement dated 07.06.2017 between the parties for total amount of Rs.75,33,500/- which includes all taxes, cess and charges etc. The Respondent Board denies the refund of interest on the excess amount as claimed by complainant and submits that on account of non payment of energy charges w.e.f. November, 2016 to June, 2017, the settled amount has gone up to Rs.86,32,981/- as per Annexure RA-2 Accordingly the amount of 1/3rd payment of Rs.1,20,91,000/- had been adjusted against the unpaid energy bills.
6. We have heard the parties and gone through the record made available before us. The fact is not denied by both parties that a mutual settlement reached out between them on 07.06.2017. The final amount payable by complainant was worked out to the tune of Rs.75,33,500/- against the earlier demand of Rs.3,62,72,121/-. The fact is admitted by parties that the complainant in compliance of the interim directions of this Forum had paid 1/3rd amount of Rs.1,20,91,000/- in instalments w.e.f. 30.05.2016 to 04.07.2016, as stated in para-2 above. The parties were directed by the Forum to reconcile the matter mutually. Today both the parties after reconciliation pressed for disposal of the complaint as per facts on record.
7. The fact is not denied by the respondents that after settlement Annexure C-6, it was found that the complainant had deposited an excess amount to the tune of Rs.45,57,500/- with the Board. It is also undisputed that respondents have used the excess amount of Rs.45,57,500/- paid by complainant w.e.f. 04.07.2016 to 07.06.2017 i.e. the date of final settlement. It is also not specifically denied by the respondent that complainant was required to be allowed interest in terms of provisions of para 5.7.3 of Supply Code, 2009, on the excess amount of Rs.45,57,500/- at twice the SBI's Short Term PLR prevalent on

the first April, 2016, from the date of payment of excess amount till the time excess amount was adjusted i.e. 04.07.2016 to 07.06.2017.

8. We find force in the contentions of the complainant that the amount of Rs.75,070/- as referred in paras supra, was also covered by the amount finally settled for Rs.75,33,500/- which included all taxes and charges etc., as per reply of the respondents. Thus, the amount of Rs.75,070/- charged and paid by complainant on 25.05.2015 to respondents on account of alleged unauthorised use of electricity for one day i.e. 14.05.2016 is required to be refunded to the complainant.
9. In view of above observations, the present complaint is allowed. The respondent board is directed to pay the interest on the excess amount of Rs.45,57,500/- used by it w.e.f. 04.07.2016 to 07.06.2017 i.e., till the date of final settlement to the complainant in terms of the provisions of Para 5.7.3 of Supply Code, 2009, at twice the SBI's short term PLR rates prevalent on 1st April, 2016. The Board is also directed to refund/adjust the amount of interest and Rs.75,070/- charged from the complainant, as unauthorised use of electricity charges for one day i.e. on 14.05.2016, as the same was the part of the final settlement of Rs.75,33,500/-; against any due amount or amount becoming due to licensee in future, after calculating the interest as per extant provisions of supply code 2009. The interim orders, if any, shall stand vacated accordingly.
Announced before the parties present at Shimla on 20.08.2019.
- 10 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:-20.08.2020

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. 1421/1/19/002 **Dated:-**

M/s Prontos Pvt. Ltd.
Plot no.63-65, Sector-5
Parwanoo, Tehsil Kasuli,
Distt. Solan (HP)

Complainant

V/s.

HPSEBL & Others.

Respondents

Complaint No. 1421/1/19/002

1. The Executive Director (Pers.),
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2. The Executive Engineer, Electrical Division,
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3. The Assistant Engineer,
Electrical Sub Division, HPSEBL,
Parwanoo, Distt. Solan (HP).

Respondents

The Certified copy of final order dated 20.08.2020 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.