CONSUMER GRIEVANCES REDRESSAL FORUM, SHIMLA

Complaint No 1454/202405/08

M/s Pinetree Packaging
Vs
HP State Electricity Board Ltd and ors

BRIEF FACTS OF CASES–

(1) Complaint has been filed under regulation 16, 17 and 18 of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 by M/s Pinetree Packaging – Khasra No. 685-690, 692,696/1, Village Katha, Baddi, District Solan- 173205;

(2) In the matter Complainant bearing Account No 100012002470 is a Large Industrial Power Supply (LIPS) consumers of the HP State Electricity Board Ltd who is the Respondent herein;

(3) Complainant is primarily aggrieved by the non-action of the Respondent to not give rebate on approved energy charges for additional power consumption in the year FY 2018-19 and FY 2019-20 beyond the level of respective previous years in accordance with respective Tariff Orders for FY 2018-19 and FY 2019-20 and further another rebate on approved energy charges provided to existing industries which have undergone expansion/ undergoing expansion (hereinafter referred to as expansion rebate) in accordance with Tariff Order for FY 2020-21. These rebates have been provided in Tariff Orders passed by the Ld HPERC;

Complainant:

(4) That the Respondent has contravened the provisions of Tariff Order in respect of rebate available to existing units on expansion;

(5) That in terms of Tariff Order by the Ld HPERC for FY 2018-19 **(Annexure C-1** passed on 04.05.2018**)**, there is non-credit by the Respondent of 10% rebate amounting to Rs 2,41,110.80 **(Annexure C-2)**, arising due to additional or excess consumption of 5,21,237.56 kVAh made by the Complainant in the financial year FY 2018-19 over the previous financial year;

(6) That in terms of Tariff Order by the Ld HPERC for FY 2019-20 **(Annexure C-3** passed on 29.06.2019**),** there is non-credit by the Respondent of 15% rebate amounting to Rs 3,05,853.98 **(Annexure C-4)**, arising due to additional or excess consumption of 4,28,885.76 kVAh made by the Complainant in the financial year FY 2019-20 over the previous financial year;

(7) That in terms of Tariff Order by the Ld HPERC for FY 2020-21 **(Annexure C-5** passed on 06.06.2020**),** there is non-credit by the Respondent of 10% expansion rebate on energy charges up to 20.08.2021. The expansion, is in terms of increase in contract demand from 425 kVA to 520 kVA i.e 95 kVA which was carried out in terms of SJO dated 21.08.2018 and that in terms of proviso to the expansion rebate clause contained in ibid Tariff Order by the Ld HPERC for FY 2020-21**,** the Respondent has not given expansion rebate of 15% for 3 years for the increase in contract demand from 520 kVA to 570 kVA, carried out on 20.03.2020. The total rebate against ibid increase in contract demand from 425 kVA to 520 kVA and from 520 kVA to 570 kVA works out to Rs 3,12,839.07 **(Annexure C-6)**;

(8) That its total entitlement of rebate on foregoing counts works out to Rs 8,59,803.84 and in addition to this amount it is also entitled to consequential refund of Electricity Duty and Interest of Rs 4,87,184.78 upto 31.03.2024 on amount excess billed as per clause 5.7.3 of the Supply Code, 2009;

(9) In terms of Rejoinder--

(a) That it has been able to lay its hands on internal communication dated 31.07.2020 **(Annexure C-7)** by the HPERC to the Chief Engineer Commercial wherein it has been clarified that rebates / concessions were to be given for peak as well as night consumption even for prior period to tariff for FY 2021-22;

(b) That in past it had increased connected load along with contract demand for which test reports were submitted containing details of item-wise loads which was verified by the Chief Electrical Inspector which makes it eligible for expansion rebate;

(c) That Respondent has refunded rebates of Rs 2,41,110/- and Rs 3,05,853/- towards additional consumption which is as per its claim. Further there is refund of Rs 2,46,769.12 towards proportionate consumption against expansion. Total refund is for Rs 7,93,734/- in bill dated 17.01.2025 **(Annexure C-6).**

(d) That the calculation of Rebate for additional consumption by Respondent has been carried out for entire consumption which is as its claim and as per clarification by the HPERC;

(10) The Complainant has sought relief in terms of directions to Respondent for refund of the aforesaid rebate amount of Rs 8,59,803.84 as above**,** along with refund of Electricity Duty and Interest in accordance with clause 5.7.3 of the Supply Code, 2009.

Respondent:

(11) That Complainant's contract demand and extension of load from 699.95 kW to 995 kW has been sanctioned by Respondent No 3 on 25.07.2019;

(12) That refund of rebate for additional consumption and for expansion has been made in the electricity bill of January 2025 as per calculation sheet (Annexure R-1 Colly);

(13) That refund of electricity duty is not admissible and that non-granting of rebate cannot be considered as erroneous billing and accordingly clause 5.7.3 of the Supply Code, 2009 is not attracted;

(14) On foregoing grounds, the Respondent has prayed for dismissing the complaint.

ORDER

(15) Forum has examined the relevant provisions of the Electricity Act, 2003, various relevant Regulations framed by the Ld HP Electricity Regulatory Commission (or the HPERC) including relevant provisions of the HPERC (Consumer Grievances Redressal Forum and Ombudsman) Regulations, 2013 (or the CGRF Regulations), HP Electricity Supply Code, 2009 and amendments thereto, CEA Regulations, various Tariff Order passed by the Ld HPERC 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;

(16) Before the Forum delves into the issues of rebates as raised in the instant complaint, at the outset it is imperative to reproduce for sake of convenience the provisions of rebates on additional consumption over the previous year and on expansion rebates contained under Schedule - Large Industrial Power Supply (LIPS) in various Tariff Orders passed by the Ld HPERC, some of which have been relied upon by the Complainant –

(a) Tariff Order passed on 04.05.2018 by the Ld HPERC for FY 2018-19 (applicable w.e.f 01.04.2018 to 30.06.2019)-

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3. Two part Tariff

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b) Energy charge (Charges-2)

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**Note:*

a. For existing industrial consumers, a rebate of 10% on energy charges shall be applicable for additional power consumption beyond the level of FY 2017-18

b. For new industries coming into production after 01.04.2018 the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years

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c) Demand Charge (Charges-3)
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4. Peak load charges (PLC)
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(b) Tariff Order passed on 29.06.2019 by the Ld HPERC for FY 2019-20 (applicable w.e.f 01.07.2019 to 31.05.2020) --

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3. Two part Tariff
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b) Energy charge (Charges-2)
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***Note**:
a. For existing industrial consumers, a rebate of 15% on energy charges shall be applicable for additional power consumption beyond the level of FY 2018-19
b. For new industries which have come into production between 1.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years
c. For new industries coming into production after 01.07.2019 the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years
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c) Demand Charge (Charges-3)
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4. Peak load charges (PLC)
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(c) Tariff Order passed on 06.06.2020 by the Ld HPERC for FY 2020-21 (applicable w.e.f 01.06.2020 to 31.05.2021) --

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3. Two part Tariff
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b) Energy charge (Charges-2)
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***Note**:
a. For new industries coming into production after 01.06.2020, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.

b. For existing industries which have undergone expansion in the FY 2018-19 onwards and/or shall be undergoing expansion in this financial year i.e. FY2020-21, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.

Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand.

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4. Peak load charges (PLC)

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(d) Tariff Order passed on 31.05.2021 by the Ld HPERC for FY 2021-22 (applicable w.e.f 01.06.2021 to 31.03.2022)-

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13. Rebate for New and Expansion Industries:

a. For new industries which have come into production between 01.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of three years.
b. For new industries which have come into production between 01.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.
c. For new industries which have come into production between 01.06.2020 to 31.05.2021, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.
d. For new industries coming into production on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.
e. For existing industries which have undergone expansion during 01.04.2018 to 30.06.2019 and/or during 01.06.2020 to 31.05.2021, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.
Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020 and/or shall be undergoing expansion on or after 01.06 2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand.
f. It is clarified that the above-mentioned rebate on energy charges shall be applicable during normal and peak hours. In case of night hours, night time concession shall only apply.
g. In case of units registered under HP Industrial Policy 2019, but not falling under the respective category of small, medium, large industrial power supply as notified by the Commission, the rebate on energy charges (as per relevant tariff

category) shall be applicable for new units as well as for existing units which have undergone expansion similar to the applicability of rebate on Industrial power supply.

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(e) Tariff Order passed on 29.03.2022 by the Ld HPERC for FY 2022-23 (applicable w.e.f 01.04.2022 to 31.03.2023) --

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13. Rebate for New and Expansion Industries:

a. For new industries which have come into production between 01.04.2018 to 30.06.2019, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.

b. For new industries which have come into production between 01.07.2019 to 31.05.2020, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.

c. For new industries which have come into production between 01.06.2020 to 31.05.2021, the energy charges shall be 10% lower than the approved energy charges for the respective category for a period of 3 years.

d. For new industries which have come into production on or after 01.06.2021, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years.

e. For new industries coming into production on or after 01.04.2022 upto 31.12.2022, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years. Provided in case the GoHP Industrial Policy is continued beyond 31.12.2022, the above incentive shall continue upto 31st March, 2023.

f. For existing industries which have undergone expansion during 01.04.2018 to 30.06.2019 and/or during 01.06.2020 to 31.05.2021, energy charges shall be 10% lower than the approved energy charges corresponding to the respective category for a period of three years for quantum of energy consumption corresponding to proportionate increase in contract demand.

g. Provided that such expansion if undertaken during 1.07.2019 to 31.05.2020 and/or during 01.06.2021 to 31.03.2022 and/or shall be undergoing expansion on or after 01.04.2022 upto 31.12.2022, the energy charges shall be 15% lower than the approved energy charges for the respective category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in contract demand. Provided in case the GoHP Industrial Policy is continued beyond 31.12.2022, the above incentive shall continue upto 31st March, 2023.

h. It is clarified that the above-mentioned rebate on energy charges shall be applicable during normal and peak hours. In case of night hours, night time concession shall only apply.

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(f) Tariff Order passed on 31.03.2023 by the Ld HPERC for FY 2023-24 (applicable w.e.f 01.04.2023 to 31.03.2024) -

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13. Rebate for New and Expansion Industries:

a. For new industries, which have come into production between 01.07.2019 to 31.05.2020, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years.

b. For new industries, which have come into production between 01.06.2020 to 31.05.2021, the Energy Charges shall be 10% lower than the approved Energy Charges for the respective Category for a period of 3 years.

c. For new industries, which have come into production from 01.06.2021 onwards, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years.

d. For existing industries, which have undergone expansion during 01.06.2020 to 31.05.2021, Energy Charges shall be 10% lower than the approved Energy Charges corresponding to the respective Category for a period of three years for quantum of energy consumption corresponding to proportionate increase in Contract Demand.

Provided that such expansion, if undertaken during 1.07.2019 to 31.05.2020 and/or during 01.06.2021 to 31.03.2023 and/or shall be undergoing expansion on or after 01.04.2023, the Energy Charges shall be 15% lower than the approved Energy Charges for the respective Category for a period of 3 years for quantum of energy consumption corresponding to proportionate increase in Contract Demand.

e. Example: In case of Contracted Demand is increased by an industry from 2 MVA to 3 MVA, the monthly units consumption for the purpose of lower Energy Charges shall be considered in proportion of the Original Contracted Demand and increased Contracted Demand. i.e., in case of the monthly consumption is 6 LUs, the lower Energy Charges shall be applicable on 2 LUs while 4 LUs shall be billed at the regular Energy Charge.

f. The above-mentioned rebate on Energy Charges shall be applicable during normal and peak hours. In case of night hours, night-time concession shall only apply.

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(17) Also at the outset, Forum observes that the Complainant has relied upon and placed on record an internal communication (letter) dated 31.07.2020 **(Annexure C-7)** by the HPERC addressed to the Chief Engineer Commercial. Before the Forum proceeds to determine the instant complaint, Forum feels it is expedient to examine and discuss the said internal communication (letter) –

(18) Forum observes that this communication amongst other things is inter-alia in terms of delay by the Respondent in seeking of clarification, hardships faced by the consumers during covid-19 etc. This letter further gives directions to the Respondent to give details of amounts for truing up for FY21, the with-drawl of some previous clarification by the HPERC and for consideration of rebate for night time consumption till the issuance of next Tariff Order for FY22;

(19) However, Forum holds that any internal communication (letter) between HPERC and the Respondent being an administrative action, cannot supersede or over-ride or supplement any statutory Judicial Tariff Orders passed by the Ld HPERC. Forum holds that a statutory Judicial Order of clarificatory nature either by the Ld HPERC or Order by the Hon'ble Courts alone have the powers to do so. Forum holds that the said letter is an internal communication between the HPERC and the Respondent and not a Judicial Order by the Ld HPERC and accordingly rejects the said internal communication for the purpose of determination of the instant complaint;

(20) Further also at the outset, before the Forum proceeds to determine issue, question and entitlement of rebates as raised in the complaint, Forum feels it expedient to delve into the understanding on the aspect of rebates for expansion as provided in the Tariff Orders passed by the Ld HPERC-

(21) In the considered opinion of the Forum, public money cannot be doled out or squandered at mere whims and fancies of individuals and have to be considered and dealt meticulously with caution by those on whom the responsibility to do so is bestowed. Same is the point in case for expansion rebates that have been specified by the Ld HPERC in the Tariff Orders passed by it;

(22) From examination of the provisions of expansion rebates for Industries contained in Tariff Orders reproduced in para supra, the Forum finds that the ibid Tariff Orders do not define the word or expression 'expansion'. It is a known fact that the word 'expansion' implies physical increase of factors such as size, number, importance

etc. What constitutes expansion in industry, like whether industries merging/splitting or industries undergoing increase/decrease in production or industries increasing/decreasing capital/manpower with or without increase in capacity or the point of start/end of infusion of capital or some yardstick by the Respondent's technical parameters/standards, has not been spelt out in the Tariff Orders so as to enable the Respondent to assess the fact, quantum and effective time of expansion for the purpose of meting out the said expansion rebates. It is obvious that any addition of buildings, structures, manpower, capital infusion in company, investments in other companies etc cannot become the basis to give rebates on electricity which is specifically governed by the Electricity Act;

(23) Further, any rebates in context of the Industries department may pertain to conditions as may be specified by it. However in the opinion of the Forum, here the expansion rebates as laid out in the Tariff Orders passed by the Ld HPERC for the electricity distribution company being the Respondent herein, certainly cannot pertain to expansion other than that of electrical nature;

(24) Thus, before the said expansion rebates against electrical expansion are allowed by the Forum or the Respondent to the Complainant, at the outset it becomes imperative to conclusively confirm its actual time of occurrence and quantum which is to be further considered and confirmed against the original load or any overall expansion undertaken by the consumer in the past. It cannot be a case of expansion for the purpose of the instant rebates, where a consumer may have at any earlier point in time reduced its load vis-à-vis its original load and then during the concurrency of Tariff Orders where rebates are provided had increased its load. Thus, in accordance with the provisions of Tariff Orders on rebates, it is only after the electrical expansion has been established, can the said rebate be determined or calculated at the specified rates for the energy consumption corresponding to proportionate increase in Contract Demand (in kVA);

(25) Further, in view of the provision of Tariff Orders on expansion rebates, Forum further holds that increase in Contract Demand does not imply expansion, which is evident from the definition of Contract Demand given in the Supply Code notified on 26.05.2009 by the HPERC. The definition is reproduced as follows: –

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1.2.15 "contract demand" expressed in kVA units means the maximum demand contracted by the consumer in the agreement with the licensee and in absence of such contract, the contract demand shall be determined in accordance with the Tariff Order;

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(26) From the ibid definition of Contract Demand (in kVA) it becomes clear that Contract Demand is merely a demand contracted or agreed between the consumer and the licensee and cannot in any way be construed to mean expansion. In accordance with the Tariff Orders passed by the Ld HPERC and in the practical application of the Contract Demand (kVA), the actual Maximum Demand (in kVA) recorded on a meter, is evaluated vis-à-vis this Contract Demand (kVA) and in absence of any contracted demand then such is assumed in accordance with the provisions of Tariff Orders. Thus the Contract Demand is simply a contractual term or expression;

(27) From the ibid definition of Contract Demand (in kVA) given in the Supply Code when read in conjunction with the provision of rebate on expansion given in the ibid Tariff Orders, it becomes clear to the Forum that Contract Demand can be applied only to determine or calculate the proportionate increase in energy consumption and this is only after the condition of expansion, which here can only imply electrical expansion, has been conclusively established;

(28) Further, the contracted demand between Complainant and Respondent can be permanent or temporary and can from time to time be decreased and then increased, and then again decreased and then

again increased etc, thus such contracted demand, being a contractual term, cannot be construed to mean physical expansion.

(29) Seen from another angle, physical expansion cannot mean to have taken place when the Contract Demand is increased or that such physical expansion to have been removed when the Contract Demand is decreased. It may also be a condition that there is revision of Contract Demand accompanied with increase in consumption in a particular month vis-à-vis that in a previous month however without expansion.

(30) In view of foregoing discussion, the Forum concludes that while expansion of industry is a physical outcome, the Contract Demand (kVA) is a contractual obligation. Thus the Contract Demand (kVA) or its increase or decrease does not imply expansion or contraction of Industry and it is only to be applied after establishing and confirming expansions. Here the limited purpose of Contract Demand is only that of calculating the proportionate increase in energy consumption with respect to it and thereafter to determine the applicable rebate. Thus, before this Contract Demand is applied, the physical electrical expansion of Industry will have to be proved and established by the Complainant and duly verified and established in clear unambiguous terms by the Respondent HPSEBL;

(31) From foregoing discussion Forum holds that it is for the Complainants to ab-initio prove their case of physical electrical expansion for the purpose of availing rebates as specified in the Tariff Orders passed by the Ld HPERC. Physical systems existing at the start of the industry and changes (increase / decrease) thereafter, along with the precise time from which such expansion has to be considered by Respondent for the purpose of allowing the expansion rebates, has to be shown and verified;

(32) Simply put, a complaint has to be duly supported with respective comprehensive details of electrical expansion. These details may arise from extant provisions of Regulations notified by the HPERC and by the CEA from time to time and such details must have been duly

verified by the Respondent and a third party namely Chief Electrical Inspector. Mere averments or documents depicting increase in contract demand or reflection of the connected load in an electricity bill will not or do not prove expansion especially in absence of original conditions which have to be confirmed by the Respondent to entitle the Complainant for the statutory rebates;

(33) In view of the discussion as foregoing, the Forum now proceeds to determine the instant complaint –

(34) Forum observes that the Respondent, has simply without citing any reason or justification, submitted in its Reply that it has made the payment of rebate on additional consumption in the electricity bill for January 2025 i.e after the complaint was filed. This is also acknowledged by the Complainant with further statement that calculation of rebate is as per its claim;

(35) However, from complaint, Forum observes that Complainant's case for rebate on additional consumption is in terms of Tariff Order for FY 2018-19 and FY 2019-20 and the Complainant has also claimed this rebate against peak hour consumption and against night time consumption where night time concessional Tariff is already provided in the Tariff Orders passed by the Ld HPERC;

(36) Forum from perusal of the Tariff Order for FY2018-19, FY 2019-20 and FY2020-21 reproduced in paras supra, finds that the rebate provision in the Tariff Orders is contained in 'Note' under Sr No 3(b), which pertains to energy charges for normal hours only, while separate provisions exists for peak hours under Sr No 4 and this does not include any provisions for rebates. Thus, the only conclusion that can be drawn by the Forum is that the said rebate is only available for consumption during normal hours and not during other hours. Forum cannot find anything in the said Tariff Orders which may permit or even suggest that the said rebate on the additional or excess consumption also be made available for consumption during night

hours or on peak hours. From perusal of Tariff Orders it can also be seen that such rebate became applicable for peak hour consumption only with effect from 01.06.2021 that is from the Tariff Order for FY 2021-22;

(37) With regard to the rebate on night time consumption where night time concession / concessional tariff is already provided in the ibid Tariff Orders, Forum from perusal of the provisions of the Tariff Orders on rebates passed by the Ld HPERC, finds that only those Tariff Orders passed by the Ld HPERC on and after 01.06.2021 provided for such rebate to not be considered on the night hour consumption. The Tariff Orders before this date were silent on this aspect. For the Forum to make or even say or suggest for such rebate to be applicable on night hour consumption before the said date of 01.06.2021, shall on the part of the Forum clearly amount to assumptions, presumptions and putting words into Tariff Orders passed by the Ld HPERC which Forum feels as being patently wrong and also beyond the jurisdiction of this Forum. Thus the only conclusion that the Forum can draw for the purpose of the instant complaint is that the said rebates on additional consumption are not applicable against night time consumption for which night time concession / concessional Tariff is already provided in Tariff Orders passed by the Ld HPERC;

(38) In view of foregoing discussions with regard to rebates on peak hours and night time consumption, the claim (**Annexure C2/Annexure C4**) of the Complainant, for the rebate against the peak hour consumption and night time consumption where night time concessional Tariff is already provided by the Ld HPERC in its Tariff Orders, is accordingly rejected. The Respondent is directed to bear this aspect in mind in context of the disbursal of said rebate made on additional consumption and is further directed to take corrective action of recovery, if necessary i.e if the said refund/ disbursal of rebate against additional consumption is not in accordance with the ibid findings of the Forum. Thus, nothing further exists for determination by the Forum on the rebate on additional consumption. The issue and

contention of rebate admissible on additional consumption, as raised by the Complainant, is accordingly disposed;

(39) Now coming to the issue and contention raised by the Complainant with regard to its entitlement for expansion rebates. Forum observes that the Complainant in its main submissions has pleaded that it is entitled to expansion rebate based upon expansion in terms of increase in contract demand which it has later in its Rejoinder modified to its entitlement for expansion rebate based upon increase in Contract Demand. Forum also observes that the Respondent, has simply without citing any reason or justification, submitted in its Reply that it has refunded expansion rebate in electricity bill for the month of January 2025 i.e after the complaint was filed;

(40) It is expected of the Respondent that the refund of expansion rebate may have been given by it only after ascertaining the Complainant's eligibility for the same and in accordance with discussions as foregoing in paras supra with respect to expansion rebates. Forum is constrained to observe that if an action to make the payment of rebate could have been taken during the pendency of complaint, then such action could also have been taken by the Respondent ab-initio so as to prevent this litigation;

(41) In view of aforesaid, the issue raised by the Complainant with regard to expansion rebates is accordingly disposed.

(42) Thus the only issues of refund of Electricity Duty and Interest raised by the Complainant, remain for further determination by the Forum, which are dealt hereinafter--

(43) On the issue of refund of Electricity Duty (ED) raised by the instant Complainant, Forum is inclined to specifically look into the facet of the Electricity Duty –

(44) Forum, from bare perusal the HP Electricity (Duty) Act, 2009 finds that Electricity Duty (ED) is a levy by the Government. This is

collected by the Respondent on behalf of the Government on actual consumption of electricity made by consumer or supply of electricity by the licensee in accordance with the HP Electricity (Duty) Act, 2009. No-where in the Tariff Orders passed by the Ld HPERC has the rebate on expansion or excess consumption, been considered to have the net effect of reduction in actual consumption or on reduction of ED. Other-wise also, such a proposition would be absurd for the simple reason that actual consumption remains actual and not nominal and also because the Electricity Duty is the specific domain of the Government as well as property of the government and not the Respondent's or the HPERC's. This Electricity Duty while being applicable on electricity consumption or supply is simply to be calculated on energy charges. Further, the Complainant has no-where shown that it has not consumed the electricity which has been billed to it. Thus any monetary rebate cannot have any effect what-so-ever on reduction of Electricity Duty nor can these entitle the Complainant for its refund;

(45) In view of foregoing, Forum holds that while the Electricity Duty is the specific domain of the Government however, the Complainant is still not at all eligible for any refund of Electricity Duty by the Respondent that may have arisen from rebates being claimed by it or rebates that may have been passed on to the Complainant by the Respondent or allowed by the HPERC. The arguments and contentions raised by the Complainant for refund of Electricity Duty is thus rejected and accordingly disposed.

(46) On the issue raised by the Complainant for payment of Interest in accordance with code 5.7.3 of the HP Electricity Supply Code, 2009, Forum does not find any reference to payment of Interest on rebates in the Tariff Orders passed by the HP Electricity Regulatory Commission. The Forum now proceeds to look into the specific facet

of payment of Interest arising from the non-payment of said rebates, in accordance with regulations notified by the HPERC –

(47) Forum observes that on a claim raised for rebates raised by the consumer, at the outset the quantum and question of its eligibility and entitlement has to be assessed and established by the Respondent distribution licensee based on Tariff Orders passed by the Ld HPERC and Codes / Regulations notified by the HPERC. Once the same has been assessed, established, determined and paid by the distribution licensee, shall the question of payment of any Interest arise on the principle amount so determined. At the same time, such shall have to permitted by the HPERC through its Regulations or Tariff Orders;

(48) On bare examination of code 5.7.3 of the HP Electricity Supply Code, 2009, Forum finds this to be with regard to Interest on excess payment made by the Complainant due to erroneous billing. Forum holds that mere non-inclusion of the said rebate by the Respondent in a bill does not make the bill to become erroneous;

(49) Forum from examination of Tariff Orders passed by the Ld HPERC and Code / Regulations notified by the HPERC, further observes that no provision has been made therein with regard to payment of Interest on delayed payment of the said rebate. This rebate is separate which is to be paid or not by the Respondent after ascertaining whether the industry is a new one;

(50) In view of foregoing, the Forum holds that the payment of Interest to the Complainant by the Respondent on delayed payment of Rebates by the Respondent has not been provided in Tariff Orders passed by the Ld HPERC and neither is it specified in Code / Regulations notified by the HPERC. In view of foregoing discussion, Forum holds and concludes that the Complainant is accordingly not entitled for any Interest in accordance with ibid code 5.7.3 of Supply Code, 2009 arising from delayed payment of the said rebate applicable for new industries. Thus, the contention raised by the Complainant with regard to refund of Interest on rebate is also rejected by the Forum and is accordingly disposed;

(51) In view of foregoing, Forum does not find any contravention by the Respondent of Tariff Orders passed by the Ld HPERC. The allegation of contravention made by the Complainant is accordingly rejected. The said question of contravention also otherwise falls under the scope of section 142 of the Electricity Act, 2003 and is beyond the jurisdiction of this Forum.

On aforesaid terms, the complaint is disposed.

Parties are left to bear their own costs.

Order is announced before the parties present today on 12.03.2025 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: 12.03.2025
Shimla

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

CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI, SHIMLA-9.

Complaint No.: - **1454/202405/08**
Date of Admission:- **14.05.2024**
Quorum: - **Er. Tushar Gupta, Chairman**
Er. Vikas Gupta, Member

In ref:-

M/s Pinetree Packaging
Khasra No. 685-690,692,696/1
Village Katha Baddi
Distt. Solan 173205 **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 Distt Solan.

3. The Assistant Engineer,
Electrical Sub-Division
HPSEBL, Baddi,
District Solan (H.P.) **Respondents**

Final hearing:- **29.01.2025.**

Present for:-

Complainant 1. Sh. Rakesh Bansal, Authorised Representative

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

Date of Decision:- 12.03.2025

<u>**Notice**</u>

Registered

<u>**CONSUMERS GRIEVANCES REDRESSAL FORUM AT KASUMPTI SHIMLA-171009.**</u>

No. CGRF/Complaint No <u>1454/202405/08</u> Dated:-

M/s Pinetree Packaging
Khasra No. 685-690,692,696/1
Village Katha Baddi
Distt. Solan 173205

Complainant

V/s.

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<u>**Complaint No**</u>. <u>**1454/202405/08**</u>

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   Baddi Distt Solan.
3. The Assistant Engineer,
   Electrical Sub-Division
   HPSEBL, Baddi,
   District Solan (H.P.) **Respondents**

The Certified copy of final order dated 12.03.2025 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.

Secretary,
Consumers Grievances Redressal Forum,
HPSEBL, Kasumpti Shimla-9.