**IN THE COURT OF OMBUDSMAN, ELECTRICITY PUNJAB, MOHALI.**

**IN APPEAL No: 23 / 2015**

**RECTIFICATION OF ORDER DATED 20.08.2015 AND ACTION TAKEN REPORT AGAINST APPLICATION U/S 142 OF E.A.-2003**

Filed by M/s Ranbaxy Laboratories Ltd. Mohali against PSPCL

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1. Whereas, appeal no: A – 23 / 2015 registered on 23.06.2015 was decided on 20.08.2016 and a copy of decision was sent to the respondents vide this Court Memo. No. 907 / 908 / OM / A-23 / 2015 dated 28.08.2015 with instructions to implement the orders within a maximum period of 30 days from the date of receipt of the decision.
2. Whereas, the decision was partially implemented by the respondents even after a number of reminders and taking a period of more than seven months, which was agitated by the Petitioners vide their letter dated 11.05.2016.
3. Whereas, on the basis of request made by the petitioner, the issue was taken up with the Respondents vide this Court letter dated 13.05.2016 to place on record the reasons for partial compliance of the said order but instead of intimating the reasons, the ASE / DS sent a copy of letter dated 03.06.2016 addressed to the ASE / TLSC, PSTCL Mohali requesting him to make compliance of the said decision, which showed that lack of proper co-ordination between both ASEs is the reason for non-implementation of the said decision.
4. Whereas, after considering all facts on record, the ASE / DS & ASE / TLSC and the Petitioners were summoned to appear in person on 28.06.2016 vide letter dated 09.06.2016 to clear their position and to sort out their difficulties coming in the way of implementation of the decision.

And whereas, Shri Narinder Ahuja, on behalf of the petitioner; Er. H.S. Oberai, Addl. S.E. OP Special Division, PSPCL, Mohali, Er. Balwinder Virdi, Addl. S.E., TLSC Division, PSTCL, Mohali, alongwith Shri Sanjiv Kumar, Divisional Accountant on behalf of the respondents appeared in the Court wherein the two disputed issues were discussed in detail as under:

1. 1st issue was regarding less payment of interest on the award amounts of Rs. 62,09,289/- and Rs. 14,84,800/-. The petitioner’s representative argued that the interest on Rs. 62,09,289/- was required to be paid from 06.06.2010 to 04.08.2014 as per Order whereas it has been paid from 06.06.2010 to 23.08.2013. Similarly, on Rs. 14,84,800/-, it was payable from 06.06.2010 to 03.03.2015 whereas it has been paid for the period from 06.06.2010 to 23.02.2015.

Er,. H.S. Oberai, Addl. S.E./ DS argued that interest amount as received from ASE / TLSC was paid to the Petitioner and was not recalculated due to oversight by DS organization upto the date as decided by the Court of Ombudsman. He further conceded that the payable interest shall be recalculated in the light of directions given in the said order and shall surely be paid to the Petitioner through adjustment in the next billing cycle.

*In view of the commitment made by ASE / DS regarding payment of balance interest to the Petitioner in next billing cycle, these issues are held as settled and dropped. However, the ASE / Operation shall report compliance after 1st billing cycle.*

1. Second issue is regarding an amount of Rs. 4,10,000/- not refunded by the respondents alongwith interest thereon till date inspite of the fact that this amount was shown as part of expenses in the revised estimate prepared by the Addl. S.E. / TLSC Division, PSTCL, Mohali, which was obtained by the Petitioner under RTI Act and placed on Court’s record during hearing of original petition. The expenses shown in the revised estimate were admitted as actual expenditure by the ASE / DS on the basis of which this amount alongwith interest thereon was held as payable to the Petitioner.

The ASE / TLSC vehemently argued that a copy of cost breakup and approval documents was demanded by one Sh. Rajesh Kumar Sharma, and in turn copy of cost breakup of sanctioned estimate was supplied to him. In the RTI information it has no where been mentioned as breakup of actual expenditure or actual cost sheet of work. The copy of revised estimate has been misunderstood and misinterpreted as revised estimate prepared on the basis of actual expenditure by the Petitioner and as well as by the DS organization. The said disputed amount of Rs. 4.10 lakh has never been a part of the actual expenditure cost sheet and is nowhere included in the revised actual cost of Rs. 65,27,119/- as is evident from the breakup sheet of actual expenditure (*A copy of breakup sheet was placed on record)* Therefore, the disputed amount of Rs. 4,10,000/- alongwith interest thereon is not payable to the Petitioner and the petitioner is wrongly claiming this amount and interest thereon. The ASE / TLSC also reiterated the stand taken by ASE / Operation that at initial stage an estimate for Rs. 1,42,21,208/- was prepared which was revised to Rs. 64,74,566/- after revision of route plan but the actual expenditure was Rs. 65,27,119/- and the balance amount of Rs. 76,94,089/- has already been paid to the Petitioner through cheque alongwith interest thereon. The actual expenditure does not include the disputed amount of Rs. 4.10 lac and thus, there is no point of dispute. He prayed to review the decision dated 20.08.2015 as it is based on the wrong facts placed on record by the Petitioner and wrongly admitted by the ASE / Operation.

After due consideration of the new facts placed on record by ASE / TLSC, an utmost necessity was felt to reinvestigate and reconsider all the related facts regarding the disputed amount of Rs. 4.10 Lakh. As such, with a view to ascertain the correct position, the ASE / TLSC was directed to submit the item wise details of expenditure on the basis of entries made in IWR / its cost as per Form-27 for reconciliation and verification of items of expenditure on or before 13.07.2016. In compliance to these directions, the ASE / TLSC submitted the report alongwith a copy of abstract of expenditure, photocopy of IWR showing detail of items of expenditure with cost vide his memo no: 1215 dated 12.07.2016. A copy of letter no: 2946 / 48 dated 14.08.2014 to the address of Sh. Rajesh Kumar Sharma, Chandigarh vide which necessary information and details were supplied to him under RTI Act alongwith a copy of his request dated 23.07.2014 made under RTI Act was also supplied.

I have gone through and scrutinized all the above documents and details of expenditure as supplied by ASE / TLSC and find merit in his arguments that the disputed amount of Rs. 4.10 lakh is no where part of the actual expenditure cost sheet and is not included in the actually charged cost of Rs. 65,27,119/- though this amount is shown in the revised estimate, a copy of which has been supplied to one Sh. Rajesh Kumar under RTI Act. Even in the information supplied under RTI Act to the said Sh. Rajesh Kumar, there is no mention that this amount of Rs. 4.10 Lakh is included in the actual cost of Rs. 65,27,119/-. The only mention made in this regard is “cost breakup of sanctioned estimate copies”, which term itself is very clear that the supplied document was mere a copy of sanctioned estimate and do not denote actual expenditure. This information seems to be misunderstood as actual expenditure by the Petitioner and placed on record during the original trial of the appeal in question which was also wrongly admitted as actual expenditure without verifying the correctness of the document by ASE / Operation at that time, on the basis of which the revised estimate amounting to Rs. 64,74,566/- was considered as sanctioned on actual basis after completion of work. Being a provision of Rs. 4.10 Lakh made in this estimate for compensation to be paid towards land / forest department, but not actually paid, was considered as actual expenditure incurred & included in the final cost sheet and accordingly this amount was held as payable to the petitioner alongwith interest @ 9% from 06.06.2010 to the actual date of payment vide decision dated 20.08.2015. Now, after scrutiny of fresh evidences as submitted by the ASE / TLSC, it has been revealed that correct facts were not brought to record during the trial of Appeal no: 23 of 2015, either by the Petitioners or by the Respondents, which led to holding the disputed amount of Rs. 4.10 Lakh alongwith interest thereon payable to the Petitioner vide decision dated 20.08.2015, whereas this amount was not actually payable to the Petitioner.

*As a sequel of above discussions, I have no hesitation to amend the order dated 20.08.2015 pronounced in appeal no: 23 of 2015 to the extent that Rs. 4.10 lakh shown as kept reserved for making payment of land / forest compensation at a later stage, alleged to be included in the actual cost sheet / expenditure, is not payable to the Petitioner alongwith interest thereon, being factually not included in the actual cost of Rs. 65,27,119/-.*

1. During the trial of present case, I am pained to note sheer negligence on the part of Respondents, who have admitted the wrong evidences placed on record by Petitioners without verifying their authenticity from the concerned office, who supplied the information, which led to a wrong decision by this Court. Such irresponsible acts calls for disciplinary action to be taken against concerned officers. Accordingly, it is also directed that a thorough enquiry should be made and a stern action, as required under the Service Rules, should be taken against the then ASE / Operation, for deposing irresponsibly in the Court.

Place: MohaliOmbudsman

Dated: 13.07.2016 Electricity Punjab,

S.A.S. Nagar (Mohali)