**COURT OF THE LOKPAL (OMBUDSMAN),**

**ELECTRICITY, PUNJAB,**

 **PLOT NO. A-2, INDUSTRIAL AREA, PHASE-1,**

 **S.A.S NAGAR (MOHALI)**

**Appeal No. 74/2017**

**Date of Registration : 26.10.2017**

**Date of Hearing : 27.03.2018**

**Date of Order : 03.04.2018**

**Before:**

**Er. Virinder Singh, LokPal (Ombudsman) Electricity**

**In the matter of:**

 Suman Lata Mahajan,

 C-158, Phase-VII,

 Focal Point,

 S.A.S. Nagar.

...Petitioner

Versus

Additional Superintending Engineer,

DS Division (Special),

 PSPCL, S.A.S. Nagar.

 ...Respondent

**Present For**

Petitioner: R.S. Dhiman,

Petitioner’s Representative (PR)

Respondent : Er. H.S. Oberoi,

 Addl. Superintending Engineer.

 Before me for consideration is an Appeal preferred by the Petitioner against the order dated 20.09.2017 in Case No. CG-189 of 2017 of the Consumers Grievances Redressal Forum (Forum) deciding that:

*“The amount charged by the respondent till the date of permanent disconnection is correct and recoverable from the consumer.”*

**2. Facts of the case:**

 **The relevant facts of the case are that:**

1. The Petitioner was having a Large Supply category connection with Sanctioned Load of 496.330kW and Contract Demand (CD) of 495kVA bearing Account No. 3000244252 at Plot No. C-158, Phase-7, S.A.S Nagar.
2. The Petitioner received an Electricity Bill dated 06.01.2017 for the period from 30.11.2016 to 31.12.2016, amounting to Rs. 12,41,108/-. The billed amount comprised the following:

 Current charges : Rs. 8,26,538.95

Sundry Charges : Rs. 1,16,790.00

(Peak Load Violation Charges,

 case pending in this Court)

Arrears of current Financial Year

(Defaulting amount transferred from

another Account No. 3000244381

of the NRS category in the name

of the Petitioner) : Rs. 2,97,779.00

1. The Petitioner deposited only the current bill charges amounting to Rs. 8,26,540/- on 16.01.2017.
2. The Petitioner did not agree with the bill dated 06.01.2017 and filed a Petition in the Forum which, after hearing, passed order dated 20.09.2017 (Reference: Page 2 Para 1).
3. Not satisfied with the decision of the Forum, the Petitioner preferred an Appeal in this Court and prayed that the undue charges, relating to Account No. 3000244381 and transferred to the Petitioner’s Account No. 3000244252, may be set-aside in the interest of justice.

**3. Submissions made by the Petitioner and the Respondent:**

Before undertaking the analysis of the case, it is necessary to go through the written submissions made by the Petitioner in the Appeal and reply of the Respondent as well as oral submissions made by the Representatives of the Petitioner and the Respondent alongwith material brought on record by both the sides.

1. **Submissions of the Petitioner:**

The Petitioner made the following submissions for consideration of this Court:

1. The Petitioner was the owner and in possession of SCF-26 Industrial Area, Phase-9, S.A.S. Nagar and took an electricity connection bearing Account No.3000244381 under NRS category in the said premises some time on 24.02. 2012.
2. There was no business activity in this premises as the Petitioner could not complete construction of this building. A Care-taker remained in the premises till September/October 2013 whereafter, the premises was got vacated and locked. Subsequently, there was no consumption of electricity in this SCF ( i.e. SCF-26).
3. The Petitioner came to know that the connection was permanently disconnected by the PSPCL. After completion of the construction work, the SCF was let out by the Petitioner to a Hotel and a new electricity connection of 30kW was taken on 30.04.2017. In all their previous correspondence, the Respondent had been mentioning that the number of Petitioner’s SCF was 24. But the Petitioner had no relation/connection with SCF-24.
4. In January 2017, a sum of Rs. 2,97,779/- was added in the electricity bill of the Petitioner’s industrial connection, bearing Account No.3000244252, running in Industrial Area, Phase-VII, Mohali, under the column arrear – “current financial year.” No details of the arrears were given to the Petitioner despite repeated requests. Having failed to get details from the Respondent, the Petitioner approached the Forum. It was during the proceedings before the Forum that the Respondent disclosed that the disputed amount related to the Petitioner’s NRS connection bearing Account No. 3000244381.
5. The Forum upheld the undue charges without going deep into the facts of the case and without recording its observations about the rules and regulations cited by the Petitioner or the facts brought before it. The Petitioner did not agree with this decision and filed the present Appeal in the interest of justice.
6. A perusal of the consumption statement furnished by the Respondents, revealed that from 02/14 to 10/2014, the bills had been prepared on “N” Code which meant that the Energy Meter was not read. Then, from 11/2014 to 09/2016, the bills had been issued on “D” Code, meaning that the Energy Meter was defective. Inspite of these facts pointed out by the Petitioner, the Forum had not justified as to how the meter readings had been regularly recorded by the Respondent when their own record showed that the Energy Meter was not read and was defective.
7. The Petitioner was residing at Chandigarh and being an old lady, could not visit her SCF in Industrial Area, Mohali after locking it in September/October 2013. As such, the Petitioner did not get any bill nor make any payment. In such a situation, the Respondent was mandated to disconnect the Petitioner’s connection in accordance with Regulation 32.1 and 33.1 of Supply Code-2014. The Petitioner was not liable to pay for electricity which it did not consume.
8. Energy Meter of the Petitioner was installed on a pole at a distance away from the Petitioner’s premises. It was therefore, all the more imperative to disconnect supply and dismantle the Energy Meter at the earliest to avoid misuse by any other person, especially when no payment was being made by the Petitioner.
9. The Forum upheld huge undue charges on the plea that the Petitioner did not apply for disconnection. It was true that the Petitioner did not make any request for disconnection and she justified it in the hope to return to business as soon as possible. But this did not absolve the Respondent of not complying with the provisions ibid of Supply Code-2014 and of ignoring non-payment by a consumer for years especially when its Energy Meter was defective / not being read all this while. The undue charges relating to Account No. 3000244381 and transferred to the Petitioner’s Account No. 3000244252 may be set-aside in the interest of justice.
10. **Submissions of the Respondent:**

**The Respondent, in its defence, submitted that:**

1. The consumer Smt. Suman Lata Mahajan, Plot No. C-158, Phase-7, Industrial Area, Mohali was having electricity connection of Large Supply category (Account No. 3000244252) with Sanctioned Load/Contract Demand (CD) of 496.330kW/495kVA. The consumer was issued electricity bill No. 5004347702 dated 02.12.2016 for Rs.10,33,660/-. The amount included the current energy consumption charges of Rs. 7,31,760/-, Sundry Charges of Rs. 1,16,790/- for Peak Load Violation and Rs. 3,01,900/- in respect of the defaulting amount, transferred from previous Account No. 3000244381 of the consumer, of NRS category which was also in the name of Smt. Suman Lata Mahajan.
2. Due to typing error, the address entered in SAP System with respect to Account No. 3000244381 was SCF-24, Phase-9, Industrial Area, Mohali, instead of SCF 26, Phase-9, Industrial Area, Mohali.
3. The Petitioner deposited the current bill charges of Rs. 7,31,760/- only on 12.12.2016. The cheque was returned /dishonoured and afterwards, the consumer deposited Rs. 7,45,000/- in cash on dated 22.12.2016.
4. A new bill No. 51202907830 dated 06.01.2017 was generated for the amount of Rs. 12,41,108/- which included the current energy consumption charges of Rs. 8,26,539/-, Sundry Charges of Rs. 1,16,790/ on account of Peak Load violations and Rs. 2,97,779/-, which were transferred from Account No. 3000244381 of the NRS category in the name of Smt. Suman Lata Mahajan. The consumer deposited the current bill charges of Rs. 8,26,540/- only on dated 16.01.2017.
5. Thus, the amount reflected in the bill dated 02.01.2017 and 06.01.2017 of Rs. 2,97,779/- of Account No. 3000244252, was the defaulting amount transferred from Account No. 3000244381 of the Consumer of NRS category which was also in the name of Smt. Suman Lata Mahajan.
6. The bills of Account No. 3000244381 were generated on “O”status for the period from 24.02.2012 to 12.09.2013.
7. The bills for the period from 29.10.2013 to 04.09.2016 were generated on ‘N’and ‘D’Code status of Account No. 3000244381.
8. The electricity supply of the connection, bearing Account No. 3000244381, was disconnected on 04.09.2016 and the Energy Meter was dismantled due to non-payment of outstanding amount as per PSPCL norms.
9. The Petitioner filed a case before the Forum against the disputed amount and as per its decision dated 20.09.2017, the amount was correct and recoverable.

**4. Analysis:**

The issue requiring adjudication is the legitimacy of the amount charged to the Petitioner’s Account (bearing Account No. 3000244252), but pertaining to another electricity connection in its name (bearing Account No. l 3000244381) which was disconnected permanently due to the defaulting amount.

 *The points emerged are analysed and deliberated as under:*

1. I find that the dispute arose when the Petitioner received bill dated 06.01.2017, in respect of Large Scale category connection bearing Account No. 3000244252, which included a sum of Rs. 2,97,779/- outstanding against another Account bearing No. 3000244381 (pertaining to NRS category connection in the Petitioner’s name). I have noted the contention of the PR that an NRS category connection (Account No. 3000244381) was released in the name of the Petitioner vide Application and Agreement dated 26.02.2012 in SCF 26, Phase-9, Industrial Area, Mohali. PR further contended that as there was no business activity in the said premises and, the same was locked in September/October 2013, whereafter, there was no energy consumption at the said premises. PR added that after completion of construction work of SCF 26, a new connection was taken on 30.04.2017 and SCF 26 was let out for running a Hotel. It was then that the Petitioner statedly came to know that previous connection had been disconnected permanently by the Respondent on 04.09.2016.

 I observe that the Respondent defaulted in disconnecting the electricity supply to the NRS category connection of the Petitioner (bearing Account No. 3000244381) in terms of provisions contained in Regulation 32.1 of Supply Code-2014 which read as under:

*“Where a consumer fails to deposit the billed amount with the distribution licensee by the due date mentioned in the bill, the distribution licensee may, after giving not less than fifteen clear days notice in writing to such consumer and without prejudice to his other rights to recover such amount by suit, disconnect supply to the consumer and for that purpose disconnect any electric supply line or other works being the property of such a distribution licensee until such charges or other sum together with any expenses incurred by the distribution licensee in disconnecting and reconnecting the supply are paid.”*

 Besides, the Respondent was also responsible for not terminating the Agreement in view of the continued default in making payment of electricity bills for more than six months as per provisions laid down in Regulation 33.1 of Supply Code-2014 which provides as under:

“*In case of continued default in payment of any amount due to the distribution licensee by any consumer for a period of more than six months, the distribution licensee shall terminate the agreement executed with the consumer and may remove the electric line or works connected with the supply of electricity to the consumer.”*

 I find that the Respondent erred in releasing a new connection in the same premises on 30.04.2017, while electricity dues were outstanding and recoverable against the disputed connection in view of provisions contained in Regulation 30.13 of Supply Code-2014 providing that:

*“If a consumer vacates any premises to which electricity has been supplied by a distribution licensee without paying all charges due from him in respect of such supply, or for the provision of an electricity meter, electric line or electrical plant, the distribution licensee may refuse to give him supply at any other premises until he pays the amount due and also may refuse to connect such premises either on request from existing consumer or on application for new connection by any person till all dues are cleared.”*

1. I observe from the perusal of the Consumption Data placed on record by the Respondent that the bills for the months of 02/2014 to 10/2014 were prepared on ‘N’Code and ‘D’Code ( meaning that Energy Meter was not read and defective). I have also noted the contention of the PR that the Petitioner was residing at Chandigarh and being an old lady, could not visit her SCF-26 in Phase-9, Industrial Area, Mohali after locking the premises in September/October 2013 and as such, did not get any bill nor make the payment. PR added that in such a situation, the Respondent was mandated to disconnect the Petitioner’s connection in accordance with the provisions of Regulation 32.1 and 33.1 of Supply Code-2014. Accordingly, the Petitioner was not liable to pay for the electricity which it did not consume.

*I am of the view that the Petitioner, being an NRS category consumer, should have acted responsibly and ought to have kept in view that electricity connection continued to exist at the premises where it was got installed ( i.e. in SCF 26, Phase-9, Industrial Area, Mohali). Although the premises was locked as stated by the Petitioner and also seen from the Consumption Data placed on record. It did not absolve her of the responsibility to take care of and settle the liability of the said premises. The plea taken that the Petitioner being an old lady she could not visit the SCF, is not convincing as she visited S.A.S. Nagar (Mohali) at the time of signing the Application and Agreement on 30.04.2017 for taking another connection, in the office of the Respondent. The Petitioner, therefore, did not take due care to get the connection of her premises disconnected and thus, is held liable to pay charges for six months from the date of default of payment.*

From the above analysis, it proves beyond doubt that the Distribution Licensee defaulted in complying with the following provisions contained in Supply Code-2014:

1. Regulation 32.1 for disconnection of supply due to failure of the consumer to deposit the billed amounts by due date,
2. Regulation 33.1 for not terminating the Agreement for continued default in payment of any amount due for more than six months and
3. Regulation 30.13 for releasing a new connection on the same premises to the same consumer without getting the pending dues, of the disputed connection, cleared.

**5. Decision:**

 **As a sequel of above discussions, order dated 20.09.2017 of the Forum in Case No. CG-189 of 2017 is set-aside. It is held that the Consumption Charges or Monthly Minimum Charges (MMC), whichever is higher, should be recovered from the Petitioner for six months from the date of default of payment of the energy bill, without interest, for NRS connection bearing Account No. 3000244381, in terms of provisions contained in Regulation 32.1 and 33.1 of Supply Code-2014.**

**6.** The Appeal is disposed of accordingly.

**7.** In case, the Petitioner or the Respondent (Licensee) is not satisfied with the above decision, they are at liberty to seek appropriate remedy against this order from the appropriate Bodies in accordance with Regulation 3.28 of Punjab State Electricity Regulatory Commission (Forum and Ombudsman) Regulations – 2016.

 (VIRINDER SINGH)

April 03, 2018 LokPal (Ombudsman)

 S.A.S. Nagar (Mohali) Electricity, Punjab.