**COURT OF THE LOK PAL (OMBUDSMAN),**

 **ELECTRICITY, PUNJAB,**

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

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

 **APPEAL NO. 12/2020**

**Date of Registration : 17.02.2020**

**Date of Hearing : 24.06.2020**

**Date of Order : 26.06.2020**

**Before:**

 **Er. Gurinder Jit Singh,**

 **Lokpal (Ombudsman), Electricity, Punjab**.

**In the Matter of :**

Kathpaul Industries,

Mohkam Arrian Road,

Jalalabad,

Distt. Ferozepur,

**Contract Account Number: 3000855857**

 ...Appellant

 versus

Additional Superintending Engineer,

DS Division,

PSPCL, Jalalabad.

 ...Respondent

**Present For:**

Appellant : 1. Sh. Ashok Kumar Dhawan

 Appellant’s Representative (AR).

 2. Sh. Baldev Kumar

 Appellant’s Representative (AR).

Respondent : 1. Er. Satwinder Singh Sodhi

 Additional Superintending Engineer,

DS Division,

PSPCL, Jalalabad.

 2. Sh. Gian Chand

 Revenue Accountant (RA).

 Before me for consideration is an Appeal preferred by the Appellant against the order dated 13.01.2020 of the Consumer Grievances Redressal Forum (Forum), Patiala in Case No. CGP-295 of 2019, deciding that:

*“Demand surcharge levied to the petitioner for the period 07/2018, 08/2018 and 09/2018 against a sanctioned seasonal demand of 130 kVA is in order and is recoverable.*

*Further the bill issued in 01/2018 be revised by treating the petitioner as a consumer situated outside the Municipal Limits.*

*Further interest due to the petitioner from 2016 onwards after updating the ACD as calculated by the respondents and agreed to by the petitioner be credited to his account.”*

**2*.* Registration of the Appeal**

The Appeal preferred by the Appellant, challenging the decision dated 13.01.2020 of CGRF, Patiala in Case No. CGP-295 of 2019, was received in this office on 17.02.2020 i.e within stipulated time limit of one month of receipt of the said decision by the Appellant. A scrutiny of the documents received revealed that the Appellant had deposited the whole disputed amount of ₹ 5,07,787/- as per bills issued. Accordingly, the Appeal was registered and copy of the same was sent to the Respondent for sending written reply/parawise comments and to the CGRF, Patiala for sending the case file under intimation to the Appellant vide letter nos. 128-130/OEP/A-12/2020 dated 17.02.2020. Subsequently, the Appellant also sent a copy of the Partnership Deed of the Appellant’s unit mentioning the names of two partners of the unit.

**3.** **Proceedings**

A hearing to adjudicate the present dispute was fixed initially for 27.03.2020 and intimation to this effect was sent to both the sides vide Memo No. 200-201/OEP/A-12/2020 dated 02.03.2020 but, the same was postponed till further orders due to COVID-19 pandemic and both the sides were informed accordingly vide Memo No. 272-273/OEP/A-12/2020 dated 18.03.2020. Thereafter, hearing was held on 24.06.2020 at 11 AM as per intimation sent to both the sides vide Memo No. 428-29/OEP/A-12/2020 dated 10.06.2020. In the said hearing, representatives of both the sides attended the Court and copies of the proceedings were sent to them vide Memo No.480-481/OEP/A-12/2020 dated 24.06.2020.

**4.** **Submissions made by the Appellant and the Respondent**:

With a view to adjudicate the dispute, it is necessary to go through written submissions made in the Appeal by the Appellant and reply of the Respondent as well as oral submissions made by their respective representatives along with material brought on record by both the sides.

1. **Submissions of the Appellant**
2. **Submissions made in the Appeal**

The Appellant made the following submissions in the Appeal, received on 17.02.2020, for consideration of this Court:

1. The CGRF, Patiala, while deciding Petition No. 295 of 2019,

wrongly decided the Case ignoring vital facts and instructions of the PSPCL.

1. The Appellant was having a Large Supply Category Connection,

bearing Account No. 3000855857, with sanctioned CD as 600 kVA along with sanctioned load of 599.349 kW. This connection was sanctioned and was being used as a Mixed load connection to operate Rice Mills, Saila plant and sortex plant as per the details given below:-

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Seasonal** | **Non-seasonal** |  **TOTAL** |
| LOAD ( kW) |  130 | 469.349 | 599.349 |
| CD ( kVA) |  130 | 470 | 600 |

1. The Appellant submitted an application 10 days in advance as notice to run seasonal load w.e.f. 01.10.2016. The advance notice was served upon the PSPCL as required under Instruction No. 18.5 (iii) (v) of the ESIM. Accordingly, seasonal load was started w.e.f. 01.10.2016 and thereafter, total load/CD was running continuously without any break, for the 12 months of the year for 2016-17, 2017-18 and so on. But, the Respondent charged the Appellant with Demand Surcharge wrongly taking its load as seasonal load disconnected for the months of 7/2018, 8/2018 and 9/2018 as detailed below:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Month** | **Available CD (kVA)**  | **MDI RECORDED (kVA)** | **Demand****Surcharge (**₹) | **Remarks** |
| 07/2018 | 600 | 335.510 | 152633 | - |
| 08/2018 | 600 | 346.816 | 162612 | - |
| 09/2018 | 600 | 317.061 | 140296 | - |
| TOTAL |  |  | 455541 | - |

For the month of 7/2017, 8/2017 and 9/2017, similar load i.e. 600 kVA, was available but no Demand Surcharge was levied. But, the Forum inadvertently treated it under Instruction No. 18.4 of ESIM instead of Instruction No. 18.5 of ESIM which reads as under:

*“The seasonal Industry consumers shall have the option to be covered under General Industry Category and relevant Industrial Tariff shall be application in such cases. The seasonal industrial consumers shall exercise their option one month prior to start of the season. In such case, the billing as general industry shall be done for whole one year i.e. for period of 12 months from the date of start of season.”*

1. The Forum considered only the point that the Appellant did not opt for General Industry, therefore, Demand Surcharge charged was in order.
2. It was totally wrong that the Appellant should opt for 12 months

as General Industry, as the Appellant was free to use total load as Mixed Load Industry for 12 months. During the year 2017-18, the same load was running but no Demand Surcharge was levied for the months of 7/2017, 8/2017 and 9/2017.

1. Moreover, Two Part Tariff was made applicable with effect

from 01-08-2018 for Mixed and Seasonal industries, which was clear as per CC No. 42/2018. This Court, in the *Appeal No. 71/2018 titled M/s. Jain Solvex & Exports industries, Ludhiana versus Add. Superintending Engineer, DS, City Division, PSPCL, Kapurthala,* held that Two Part Tariff was applicable w.e.f. 01.08.2018 and not from 01.01.2018. An extract of the observations made in the above order was reproduced below:

*“I have also gone through Commercial Circular (CC) No. 42/2018 dated 19.06.2018 issued by the PSPCL on the directions of the PSERC vide its Memo No. PSERC/Tariff/ T-215/546 dated 08.06.2018 giving interpretation of tariff Order for the Year – 2018-19 as under:*

1. *Single Part Tariff structure as applicable for Seasonal Industries during FY 2017-18 is to be continued for the remaining seasonal period i.e. upto 30.06.2018 for Rice Shellers and upto 31.5.2018 for other Seasonal, Industrial consumers.”*

*“I observe that Clause 18.5.4 of the General Conditions of Tariff (GCOT) annexed to Tariff Order for the Financial Year 2017-18 and 2018-19 is a part of Clause 18 titled Seasonal Industry. A Perusal, of Clause 18.5.4 shows that it gives the amended procedure for the billing of Seasonal Industries which includes exclusive Seasonal as well as Mixed Seasonal Industries as also clarified by the PSERC vide Memo No. PSERC/Tariff/3098 dated 06.03.2019 addressed to the Chief Engineer/ARR & TR, PSPCL, Patiala. Hence, the billing of seasonal industry for the seasonal period of the Year 2017-18 (up to 31.07.2018) for the period from January, 2018 to July, 2018 is to be done as per Commercial Circular (CC) No. 42/2018 i.e. as per Single Part Tariff.”*

1. Further, a 10 days advance notice was required to be served for withdrawal/closing of seasonal load as per Instruction No. 18.5 (v) of ESIM, but the Appellant neither gave such a notice in the year 2017-18 nor during the year 2018-19. Therefore, automatic withdrawal of seasonal load, as presumed by the Forum, was not correct. Had the version of automatic withdrawal been true, then, demand surcharge would have been charged also for the months of 7/2017, 8/2017 and 9/2017, which was not done.
2. A sum of ₹ 16,120 charged as Fixed Charges in the bill for the

month of 7/2018 was also not in order as the Two Part Tariff was made applicable w.e.f 01.08.2018 as per CC No. 42/2018 as it was clear from the above mentioned order in Appeal Case No. A-71/2018 of this Court as discussed above. So, the amount of ₹ 4,55,541/- charged as demand surcharge plus ₹ 16,120 along with 20% ED+ Infrastructure + local tax = ₹ 19,344/- was refundable along with interest as per Instruction No. 115 of ESIM and Regulation 35.2 of Supply Code-2014 because100% amount was paid.

1. The Forum erred while deciding that being Mixed Load

Industrial consumer covered under the head Seasonal Industries and as per the General Conditions of Tariff, Seasonal Industry, consumers shall not be required to give any undertaking not to run their seasonal load during the off season. This was incorrect because this was applicable to Rice Sheller exclusive Seasonal Industry covered under Instruction No. 18.5.2 of ESIM and notes given there under, whereas billing of mixed load was covered as per Instruction No. 18.5 (iii) (v) of ESIM.

The seasonal Industry consumers covered under Instruction No. 18.5 (i) and (iii) of ESIM shall be required to serve advance notice before start/close of the unit. Also, such consumers shall give an undertaking not to run seasonal load during off season. These provisions shall not be applicable in case of Seasonal Industry consumers who opt to be covered under General Industry category as per Instruction No. 18.4 of ESIM referred to above.

1. Therefore, the Appellant, being covered under Mixed Load

Tariff for 12 months was not to be charged demand surcharge, rather, billing should have been done as per billing done for the months of 7/2017, 8/2017 and 9/2017.

1. A sum of ₹ 32,902/- was excess charged in the bill for the

month of 1/2018. Out of this amount, ₹ 14,667/- was on account of excess charges of tariff rate and ₹ 18,235/- on account of octroi. The Forum had decided to settle the bill treating a case out of municipal limits meant for refund of octroi charges only but did not mention about refund of excess tariff i.e. 14,667/-.

1. The Appellant presented a list of ACD/Security (Meter) for ₹ 11,41,590/- deposited with PSPCL from time to time along with details of receipts. The Appellant also submitted details of interest, which were not paid to the Appellant, as per Regulation 17 of the Supply Code-2014. The above mentioned list was handed over to the Respondent by the Forum for scrutiny of deposit and checking of calculations of interest. The Respondent certified, vide Memo No. 8585/86 dated 20.12.019, that calculations and details of security deposited were correct and tallied with the record of the concerned office. But, the Forum, while deciding the issue, stated that an amount of ₹ 2,06,500/- deposited vide BA 16 no. 12/2247 dated 08.05.2015 was updated as Security (Consumption) into the account of the Appellant and interest due for each year thereafter on the same was not given to the Appellant as per Regulation 17 of Supply Code-2014. The ACD had been updated by the Respondent and a revised calculation sheet for the interest had been submitted and the Appellant was satisfied with the same.
2. The above version of the Forum was wrong as calculation sheet and details of ACD/Security (Consumption) was submitted by the Appellant and the same were found correct by the Respondent who certified correctness of calculations, vide ASE, Jalalabad’s Memo No. 8585/86 dated 20.12.2019 as mentioned above. Surprisingly, the interest was allowed by the Forum from 2016 onwards only, and not from 01.01.2008. The matter was also decided against the instructions of PSPCL as conveyed vide CE/Commercial, Patiala’s Memo No. 1038/43 dated 15.05.2019, wherein it was specifically mentioned to allow interest w.e.f. 01.01.2008 as per rates applicable from time to time.
3. In view of submissions made, the Demand surcharge for

₹4,55,541/-, be waived off, excess bill deposited for the month of 1/2018 be refunded and interest amounting to ₹ 3,77,850/- along with the interest payable due to excess billing be paid to the Appellant as per Instruction No. 115 of ESIM and Regulation 35.1.3 of Supply Code – 2014.

1. **Submission during Hearing**

During hearing on 24.06.2020, the Appellant’s Representative reiterated the submissions made in its Appeal and prayed to allow the same.

1. **Submissions of the Respondent**
2. **Submissions made in the Written Reply**

The Respondent, in its defence made the following submissions for consideration of the Court:

1. The Appellant was having a Large Supply Category connection

under Mixed Load industry bearing Account No 3000855857 (Old account number LS-23) with total load 599.349 kW and CD 600 kVA.

1. The detail of mixed load was as under:-

 Load CD

Seasonal 449.696 kW 470 kVA

Non seasonal 149.653 kW 130 kVA

1. During the financial year 2016-17, an application was received from the Appellant on 22.09.2016 which was diarised in the office of the AE, City S/D, Jalalabad vide no. 202 dated 22.09.2016 to start seasonal load w.e.f 01.10.2016. Thereafter, no application was received from the Appellant to close/start the seasonal load during the year 2016-17 and 2017-18. So far charging of demand surcharge for the months of 7/2018, 8/2018 and 9/2018, the MDI reading and charged amount for the month of 7/2018= 1,52,633, 8/2018= 1,62,612 and 9/2018= 1,40,296 was correct. However, the bills were prepared by CBC, Bathinda considering off-season after 30.06.2018 and therefore, demand surcharge was charged in the bills. The bill for the month 1/2018 was also prepared by CBC, Bathinda as per CC No. 12/2018. This bill seemed to be on higher side.
2. A sum of ₹ 2,56,423/- deposited by the Appellant on account of Addl.ACD vide B.A 16 No. 190/10147 dated 18.04.2011 for ₹ 49,923/- and B.A 16 No. 12/2247 dated 08.05.2015 for ₹ 2,06,500/- could not be updated in the SAP system which will be shortly done after receipt of approval from the Audit.
3. The Appellant filed a case on 08.11.2019 regarding the above dispute in the CGRF, Patiala vide Case No. CGP-295 of 2019. The case was decided by the forum on 13.01.2020 but the Appellant was not satisfied with the decision and filed an Appeal in this Court.
4. No application was received from the Appellant to close/start the seasonal load during the year 2016-17 and 2017-18. So, the seasonal load of the Appellant was running continuously without disconnection w.e.f 01.10.2016.However, the bill for the month of 7/2018,8/2018 and 9/2018 were prepared by the office of Addl.SE CBC, Bathinda and demand surcharge was charged considering "Off Season" of the seasonal load w.e.f 01.07.2018 which was in order and justified.
5. It was correct that no demand surcharge for the month of 7/2017, 8/2017 and 9/2017 was charged by the CBC, Bathinda.
6. It was correct that a sum of ₹ 16,120/- on account of fixed charges was charged in the bill for the month 7/2018 which was correct as the season for the period 2017-18 was closed on 30.06.2018. Therefore, Two Part Tariff was made applicable from 01.07.2018. Hence, fixed charges for ₹ 16,120/- on the off seasonal load was correctly charged.
7. The Forum observed at page no. 10 of its decision that "The bill issued in 1/2018 be revised by treating the petitioner as a consumer situated outside the Municipal limits".
8. The matter regarding payment of interest had been decided by the Forum as per instructions of PSPCL.
9. **Submissions during Hearing**

During the course of hearing, the Respondent reiterated the submissions made in its written reply and contested the averments made by the Appellant’s Counsel during hearing.

**5.** **Analysis and Findings**

The issues requiring adjudication are the legitimacy of the prayer of the Appellant to

1. refund ₹ 16,120/- charged as fixed charges, in the bill for the month of 07/2018, in view of provisions contained in CC No. 42/2018.
2. waive off/refund Demand Surcharge amounting to ₹ 4,55,541/- charged in the months of 7/2018, 8/2018 and 9/2018.
3. refund of excess charges of Tariff rate amounting to ₹ 14,667/- in the bill for 01/2018.
4. difference of interest, after updation, on ACD/Security (Consumption) from 01.01.2008 onwards and also on excess billed amount got deposited by the Appellant.

*My findings on the points emerged, deliberated and analysed are as under:-*

**Issue (i)**

In its submissions in the present Appeal, the Appellant stated that a sum of ₹ 16,120/- charged as Fixed Charges in the bill for the month of 07/2018 was not in order in view of provisions contained in CC No. 42/2018.

I find that the Respondent, in its written reply, stated that it was correct that a sum of ₹ 16,120/- on account of fixed

charges was charged in the bill for the month 7/2018 which was correct as the season for the period 2017-18 was closed on 30.06.2018. Thereafter, Two Part Tariff was made applicable from 01.07.2018. Hence, fixed charges for ₹ 16,120/- on the General load was correctly charged.

I observe that in its prayer (in the concluding submission) in the present Appeal, the Appellant has not specifically prayed for grant of relief of the said amount of ₹ 16,120/- though it had mentioned in the present Appeal about wrong charging of ₹ 16,120/-.

I also observe that the Appellant did not raise this issue in its Petition (CGP-295 of 2019) filed before the CGRF, Patiala. As such, the Appellant was apprised during hearing that it could not raise this issue in this Court as it did not seek appropriate remedy from the Forum where it had filed the said case for other related issues. Accordingly, the plea of the Appellant for refund of Fixed Charges amounting to ₹ 16,120/- charged in the bill for the month of 7/2018 is not maintainable.

**Issue (ii)**

This issue relates to the prayer of the Appellant for refund/waiving off of Demand Surcharge for ₹ 4,55,541/- levied in the monthly bills of 7/2018, 8/2018 and 9/2018.

I find that the Appellant was having Mixed Load Seasonal LS category connection with seasonal demand of 470 kVA (Rice-Sheller) and 130 kVA CD for non-seasonal load.

I have gone through Clause No. 18.1 and 18.2 of General Conditions of Tariff (FY 2018-19) which read as under:

 *18.1 “Seasonal industries mean industries/factories which by virtue of nature of their production, work during part of the year up to maximum of 9 months during the year as specified below in condition 18.2.*

*18.2 Approval seasonal industries are as under:*

*(i) All cotton ginning, pressing and bailing plants*

*(ii) All rice Shellers*

*(iii) All rice bran stabilization units (without T.G. sets)*

*(iv) Kinnow grading and waxing centers*

*(v) Maize Dryer plants.*

*(vi) Food (including fruits and vegetables) processing, packaging and storage units.*

* *Seasonal period for industries at Sr No. (i),(iii) and (iv) shall be considered from 1st September to 31st May next year and seasonal period for rice Sheller industry at Sr No. (ii) shall be from 1st October to 30th June next year. The seasonal industrial consumers at Sr No. (i) to (iv) shall not be require to serve advance notice before starting or closing the units.*
* *Seasonal industrial consumers at Sr No. (v) and (vi) shall be required to intimate the period of their season subject to maximum 9 months by 31st May or one month prior to start of season, whichever is earlier.*
* *Seasonal industry consumers shall not be required to give any undertaking not to run his seasonal industry during off season.”*

In view of Clause 18.2 of General Conditions of Tariff (FY 2018-19), the seasonal period of Rice Sheller is from 1st October to 30th June of next year and advance notice is not required to be served before starting and closing the unit.

 I find that Clause 18.5.3 of General Conditions of Tariff (FY 2018-19) for Mixed Industries Load, provides as *under:*

*“18.5.3:* ***For Mixed Industries****, comprising of seasonal industry and general industry, billing shall be done monthly as under:*

1. *Energy Charges shall be levied on actual consumption*

*recorded during the month as applicable in respective Schedule of Tariff for General Industries throughout the year.*

1. *Fixed Charges in accordance with condition 9 above*

*shall be levied on sanctioned general load/demand, as applicable in respective Schedule of Tariff for General Industry throughout the year and on sanctioned seasonal load/demand for six months at seasonal rates, as applicable in respective Schedule of Tariff from the beginning of seasonal period irrespective of the actual period of running of seasonal load”.*

*18.5.4: The amended procedure for billing of seasonal industry shall be applicable for the season commencing during FY 2018-19.”*

From a perusal of the above, it is clear that Energy Charges shall be levied on actual consumption recorded during the month, as applicable in respective Schedule of Tariff of General Industry throughout the year. However, Fixed Charges are to levied on sanctioned seasonal load/demand for six months at seasonal rates, as applicable in respective Schedule of Tariff, from the beginning of seasonal period irrespective of actual period of running of seasonal load. This amended procedure for billing of seasonal industry became applicable for season commencing during FY 2018-19.

In the present case, the seasonal period of Rice Sheller was 01.10.2018 to 30.06.2019 and off season period was from 01.07.2018 to 30.09.2018. Hence, the Appellant could run the seasonal load from 01.10.2018 to 30.06.2019 whereas, the General load could be run throughout the year. However, a perusal of the consumption data reveals that the Appellant ran the full load during off season period (01.07.2018 to 30.09.2018), whereas it had to restrict the demand for non-seasonal load to 130 kVA. Hence, the Demand Surcharge for the load run over and above 130 kVA was leviable for the off seasonal load i.e. during 07/2018, 08/2018 and 09/2018 in terms of provision of Clause No. 23.1.2 of General Conditions of Tariff for FY 2018-19, as approved by Hon’ble PSERC. As a result, the prayer for refund of Demand Surcharge charged for the months of 07/2018, 08/2018 and 09/2018 is not in accordance with the applicable Clauses of General Conditions of Tariff for FY-2018/19.

**Issue (iii)**

1. The Appellant contended that a sum of ₹ 32,902/- was excess

charged in the bill for the month of 1/2018. Out of this amount, ₹ 14,667/- was on account of excess charges of tariff rate and ₹ 18,235/- on account of octroi. The Forum had decided to settle the bill treating a case out of municipal limits meant for refund of octroi charges only but did not mention about refund of excess tariff i.e. ₹ 14,667/-.

 This issue was deliberated during hearing on 24.06.2020 and the Respondent agreed to the refund demanded by the Appellant subject to corrections, if any. The Respondent had admitted in the reply that the bill for the month of 1/2018 is on higher side. The Appellant had never pointed out excess billing during 1/2018 to the Respondent before filing of case in CGRF. As such, the claim for interest is not maintainable.

**Issue (iv)**

This issue relates to claim of interest of ₹ 3,77,850/- due to excess billing on account of Fixed Charges, Demand Surcharge, non updation of Security (Consumption) and also interest at double the Bank rate

1. I observe that in view of my findings in Issue (ii) and (iii) regarding charging of Demand Surcharge and Excess Billing Charges respectively, the Appellant is not entitled to any interest on this account.
2. During the hearing on 24.06.2020, the Respondent was directed to review, reconcile and update the details of Security (Consumption) as per data supplied by the Appellant. The Respondent agreed to allow difference of interest, if any, after reconciliation of figures. The Respondent confirmed that Security (Consumption) has been updated on SAP billing system.
3. The Forum observed that as far as penal interest is concerned, the Appellant was a Large Supply Category consumer of PSPCL and it should have gone through the bills, immediately on receipt, regarding updation of Security (Consumption) and brought the fact of non updation of Security (Consumption) to the notice of the Respondent but the Appellant failed to do so. The Forum decided that no penal interest shall be given. Though, the Respondent was also responsible for not updating the Security (Consumption) in time, it might be due to transfer of data from DOEAC to SAP Billing System.I find that the Appellant failed to bring any evidence on record of this Court to prove that it had ever pointed out the fact of non updation of Security (Consumption) or allowing interest there on to the notice of the Respondent. Further, the Appellant had not brought any evidence/representation filed before PSPCL on the record of the Court regarding excess billing as pointed out now in the Appeal.

 In view of the above, the claim of the Appellant for allowing interest on excess billing and penal interest due to non-updation of Security (Consumption) is without merit and is not sustainable.

**6. Decision**

As a sequel of above discussions, it is decided as under:-

1. The claim for refund of ₹ 16,120/- charged as Fixed Charges in the bill for the month of 07/2018 is not maintainable because it was not raised before CGRF in Case No. CGP-295 of 2019.
2. Demand Surcharge for the months of 07/2018, 08/2018 and 09/2018 has been correctly charged and is recoverable from the Appellant.
3. The amount of ₹ 32,902/- charged excess to the Appellant in the month of 01/2018 shall be refunded as agreed to by the Respondent subject to corrections, if any.
4. Interest at normal rate on Security (Consumption) shall be credited to the account of the Appellant in respect of ₹ 49,923/- deposited vide BA-16 no. 190/10147 dated 18.04.2011 and ₹ 2,06,500/- deposited vide BA-16 no.12/2247 dated 08.05.2015.

Accordingly the Respondent is directed to recalculate the demand and refund/recover the amount found excess/short after adjustment, if any.

**7.** The Appeal is disposed off accordingly**.**

**8.** In case, the Appellant or the Respondent is not satisfied with the above decision, it is at liberty to seek appropriate remedy against this order from the Appropriate Bodies in accordance with Regulation 3.28 of the Punjab State Electricity Regulatory Commission (Forum and Ombudsman) Regulations-2016.

 (GURINDER JIT SINGH)

 June 26, 2020 Lokpal (Ombudsman)

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