

**COURT OF THE LOK PAL (OMBUDSMAN),
ELECTRICITY, PUNJAB,
PLOT NO. A-2, INDUSTRIAL AREA, PHASE-1,
S.A.S. NAGAR (MOHALI).**

**(Constituted under Sub Section (6) of Section 42 of
Electricity Act, 2003)**

APPEAL No. 05/2024

**Date of Registration : 29.01.2024
Date of Hearing : 08.02.2024, 14.02.2024
Date of Order : 14.02.2024**

Before:

**Er. Anjuli Chandra,
Lokpal (Ombudsman), Electricity, Punjab.**

In the Matter of:

M/s. R. B. Rice Industries,
Village Rana,
Fazilka.

Contract Account Number: Y52-FS01-00023 (LS)

...Appellant

Versus

Senior Executive Engineer,
DS Division, PSPCL,
Fazilka.

...Respondent

Present For:

Appellant: Sh. Ashok Kumar Dhawan,
Appellant's Representative.

Respondent : Er. Rajinder Kumar,
Senior Executive Engineer,
DS Division, PSPCL,
Fazilka.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 26.10.2023 of the Corporate Consumer Grievances Redressal Forum, Ludhiana (Corporate Forum) in Case No. CF-139/2023, deciding that:

- “i. Interest on security (Consumption/ Meter) updated from time to time is allowed as per Regulation no. 17 of Supply Code 2007/2014 (as applicable) as amended from time to time up to the date of effect of PDCO. Interest as per Regulation nos. 17.3 & 17.4 of relevant Supply Codes is disallowed.*
- ii. Amount of security (Consumption/Meter) lying credited in the account of the petitioner be refunded along-with interest for the period starting from the expiry of time limits from date of effect of PDCO, as per Regulation no. 33 of Supply Code-2014 amended from time to time, to the date of refund of security.”*

2. Registration of the Appeal

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 29.01.2024 i.e. beyond the period of thirty days of receipt of the decision dated 26.10.2023 in Case No. CF-139/2023 of the CCGRF, Ludhiana. The Appellant was not required to deposit the requisite 40% of the disputed amount as this is a refund case. Therefore, the Appeal was registered on 29.01.2024 and copy of the same was sent to the Addl. Superintending Engineer/ Senior Xen/ DS Division, PSPCL, Fazilka for sending written reply/ parawise comments with a copy

to the office of the CCGRF, Ludhiana under intimation to the Appellant vide letter nos. 63-65/OEP/A-05/2024 dated 29.01.2024.

3. Proceedings & Condonation of Delay

With a view to adjudicate the dispute, a hearing was fixed in this Court on 08.02.2024 and intimation to this effect was sent to both the parties vide letter nos. 89-90/OEP/A-05/2024 dated 02.02.2024.

As scheduled, the hearing was held in this Court on 08.02.2024.

At the start of hearing, the issue of condoning of delay in filing the Appeal beyond the stipulated period was taken up. The Appellant's Representative (AR) requested to condone the delay on the ground that mother-in-law of managing partner of the Appellant Firm was seriously ill and her attention was diverted for her treatment. But unfortunately, she expired on 21.11.2023 and her death was a big shock for her and her family. She took time to recover from the shock and after completion of some religious formalities, she filed the present Appeal. Therefore, the AR requested for the condonation of delay in filing the Appeal for the sake of justice. The Respondent did not object to the condoning of the delay in filing the Appeal in this Court either in its written reply or during hearing in this Court.

In this connection, I have gone through Regulation 3.18 of PSERC (Forum and Ombudsman) Regulations, 2016 which reads as under:-

“No representation to the Ombudsman shall lie unless:

(ii) The representation is made within 30 days from the date of receipt of the order of the Forum.

Provided that the Ombudsman may entertain a representation beyond 30 days on sufficient cause being shown by the complainant that he/she had reasons for not filing the representation within the aforesaid period of 30 days.”

It was observed that refusal to condone the delay in filing the Appeal would deprive the Appellant of the opportunity required to be afforded to defend the case on merits. Therefore, with a view to meet the ends of ultimate justice, the delay in filing the Appeal in this Court beyond the stipulated period was condoned and the Appellant's Representative was allowed to present the case.

The Appellant's Representative submitted Rejoinder to the Reply of the Respondent which was taken on record. A copy of the same was provided to the Respondent by AR. He reiterated the submissions made in the Appeal & argued that the decision dated 26.10.2023 of the Corporate Consumer Grievances Redressal Forum, Ludhiana (Corporate Forum) in Case No. CF-139/2023 had not been fully implemented by the Respondent. The Respondent admitted that there were some mistakes in the calculation, which needed to be rectified. So, the Court directed both the parties to sit together in the office of the Respondent & sort out the differences regarding

implementation of the decision dated 26.10.2023 of the Corporate Forum well before the next date of hearing.

The next date of hearing in this case was fixed for 14.02.2024 at 12.30 PM. Copies of proceedings dated 08.02.2024 were sent to both the parties vide letter nos. 110-11/OEP/A-05/2024 dated 08.02.2024. As scheduled, the hearing was held in this Court on 14.02.2024 & arguments of both the parties were heard.

4. Submissions made by the Appellant and the Respondent

Before undertaking analysis of the case, it is necessary to go through written submissions made by the Appellant and reply of the Respondent as well as oral deliberations made by the Appellant's Representative and the Respondent along with material brought on record by both the parties.

(A) Submissions of the Appellant

(a) Submissions made in the Appeal

The Appellant made the following submissions in its Appeal for consideration of this Court:-

- (i) The Appellant was having a LS Category Connection, bearing Account No. Y52-FS01-00023 since 11.10.2001 in the name of M/s. R. B. Rice Industries, Fazilka with Sanctioned Load/ CD of 359.964 kW/400 kVA, which was reduced to 103.546 kW/ 105 kVA CD w.e.f. 17.10.2018. The connection was got permanently

disconnected on 06.03.2019 at the request of the Appellant. The final bill as prepared and issued by the Respondent for ₹ 32,600/- was paid vide receipt no. 17 dated 18.03.2019 and nothing was payable to PSPCL after the said payment. The meter and CT/PT Unit was returned to ME Lab. The Appellant had requested the Respondent to refund the ACD/ MS after PDCO a written request was also received by the concerned office on 14.05.2019. The Respondent had not implemented the judgment properly and a sum of ₹ 12,91,868/- only was paid on 15.01.2024 out of sum ₹ 17,56,561/- to the Appellant.

- (ii) The connection was permanently disconnected on the request of the Appellant on 06.03.2019. Nothing was due to PSPCL as final bill of ₹ 32,600/- was paid vide receipt no. 17 dated 16.03.2019. The Appellant had requested in writing to the Respondent for refund of ACD/ Security but the same was neither refunded nor was any reason mentioned for not acceding to the request. Therefore, a Petition was filed before the Corporate Forum, Ludhiana. After due consideration of the Petition, the Forum ordered and decided the case as under-

“Forum observed that security amount should have been updated timely and interest thereupon should have been credited accordingly from time to time. Further, the amount of security should have been refunded to the Petitioner

within the time specified in the relevant Regulation of Supply Code without waiting for any request from the Petitioner. As Respondent has failed to refund the security on termination of agreement/ effecting PDCO, therefore, Petitioner is entitled to interest on the security as per prevailing instructions. Therefore, Forum with majority is of the opinion that interest on security (Consumption/ Meter) updated from time to time should be allowed as per Regulation no. 17 of Supply Code 2007/ 2014 (as applicable) as amended from time to time up to the date of effect of PDCO. Interest as per Regulation nos. 17.3 & 17.4 of relevant Supply Codes is disallowed. Further amount of security (Consumption/ Meter) as per Petitioner is Rs. 891848/- whereas security amount as per respondent is Rs. 915047/- which needs to be rechecked and security amount lying credited in the account of the Petitioner is required to be refunded along-with interest for the period starting from the expiry of time limits from date of effect of PDCO, as per Regulation no. 33 of Supply Code-2014 amended from time to time, to the date of refund of security”.

Forum with majority view decided as under: -

- i. Interest on security (Consumption/ Meter) updated from time to time is allowed as per Regulation no. 17 of Supply Code 2007/2014 (as applicable) as amended from time to time up to the date of effect of PDCO. Interest as per Regulation nos. 17.3 & 17.4 of relevant Supply Codes is disallowed.
- ii. Amount of security (Consumption/ Meter) lying credited in the account of the Petitioner be refunded along-with interest for the

period starting from the expiry of time limits from date of effect of PDCO, as per Regulation no. 33 of Supply Code-2014 amended from time to time, to the date of refund of security.”

- (iii) Therefore, a casual look of the order was very clear that the Forum had allowed the refund of ACD/ AACD/ MS upto the date 13.03.2019 i.e. 7 days after the effect of PDCO under Regulation 17 of Supply Code-2014 and w.e.f. 13.03.2019 to the date of actual payment of interest alongwith ACD/ MS under Regulation 33 of Supply Code-2014. But the Respondent had refunded the amount of ₹ 9,15,047/- on account of ACD/ MS actually lying deposited with the Respondent only alongwith interest as ₹ 3,76,821/- on account of interest including a sum of ₹ 37,682/- deducted on account of TDS. Thus, a total of ₹ 12,91,821/- was only paid. It means the Respondent had paid the simple interest for ₹ 3,76,821/- only against the claim of ₹ 4,31,103/- upto 15.12.2023 whereas it should have been upto the date of actual payment plus interest allowed under Regulation of Supply Code-2014 as per order of the Forum.
- (iv) The Forum had erred while deciding the case by ignoring the request of the Appellant regarding payment of interest under Regulation 17.3/ 17.4 of Supply Code-2014/2007. Therefore, the order of the Forum was reproduced as under:- **“Interest as per**

Regulation nos. 17.3 & 17.4 of relevant Supply Codes is disallowed.”

(v) The Forum had not mentioned any reason why interest on interest was disallowed although the same had been allowed by the Hon’ble PSERC vide Regulation 17.3/ 17.4 of Supply Code-2007 and 2014 and the PSERC was fully empowered to frame any such regulation regarding Supply Code under Section 50 of the Electricity Act-2003. It was a matter of concern that Forum had rejected a legitimate claim of a genuine consumer. The question arises in such a case where law provides a safe guard to control high handedness of the officers/ officials so that they should obey the orders of the PSERC/ PSPCL, then how Forum can reject a genuine claim without assigning any reason in other words it was a punishment for the Appellant whose ACD/ MS was not timely updated by the officials of the Respondent for such a long period and claim was not liquidated despite clear instructions of the PSPCL. Therefore, the following points needs careful consideration of the matter are as under:-

a) It was the foremost duty of the concerned officials of the Respondent to update security account of the Appellant from time to time. However, in this case due to non-updation of the ACD/ MS account of the Appellant by the Respondent, the Appellant was

unable to receive interest of AACD deposited as per demand of the Respondent. This fact was acknowledged by the Forum as mentioned in the observations of the order, hence for such cases a provision had been made by the Hon'ble PSERC to pay interest on interest under Regulation 17.3/ 17.4 of the Supply Code-2014.

- b) Due to devaluation of money from time to time the above said provision had been made to compensate the suffering consumer from time to time. The amount of unpaid interest belongs for the period from the year 2008 to onwards and now after 16 years how the same amount can be paid, whereas monetary value of rupee had declined by a big margin. Therefore, it was most essential to pay interest on interest.
- c) The Hon'ble PSERC after taking notice of the non-updation of the ACD as received from the consumers, had directed the Respondent from time to time to update the amount of ACD/ AACD and to credit interest from time to time but nothing had been heard by the Respondent. The Chief Engineer/ Commercial, Patiala had issued a letter bearing Memo No. 1038/43 dated 15.05.2019 for updation and to allow pending interest w.e.f. 01.01.2008 to date for all consumers and a period of 3 months was given to the Field offices to update pending security work and to allow interest w.e.f. 01.01.2008 to date @ of interest as allowed by PSPCL. Similar

letters were issued by CE/Commercial, Patiala vide Memo No. 49/54 dated 08.01.2020 and Memo No. 207/302 dated 26.03.2021 but nothing was done.

- d) Hence, it was proved that in the said matter, the Forum had acted in a partisan way favouring PSPCL and ignoring the interests of the Appellant by not allowing the interest on interest as it was clearly admissible to the Appellant as per Regulation 17.3/ 17.4 of Supply Code-2007/2014. Thus, it was very essential for the Forum to explain the reason for declining interest despite the fact that the Forum held the Respondent office fully responsible for the same.
- e) As per law of land regarding payment of interest the Hon'ble High Court as well as Hon'ble Supreme Court of India had allowed to grant interest on interest in a large number of cases e.g. Supreme Court of India held in the Civil Appeal Case No. 1337-40 of 2005 that if the interest was due and payable in case of excess amount recovered then why same principle should not be applicable on the amount of interest and such like judgments can be seen in thousands.
- f) Second issue regarding this Appeal relates to half hearted implementation of the orders of the Forum in Case No. 158/2023. The Forum had ordered the payment of interest after 7 days of the effect of permanent disconnection as per direction of the Hon'ble

PSERC vide Regulation 33 of the Supply Code-2014, which was produced hereunder for ready reference of this Court.

“33. TERMINATION OF AGREEMENT

33.1 ¹¹[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 dismantle the electric line or works connected with the supply of electricity to the consumer.

Provided that the distribution licensee may retain the electric line or plant in case it is likely to be used for other consumers or to retain right of way.

33.2 A consumer may also request the distribution licensee for disconnection of supply and termination of agreement from a future date. On receipt of such a request, the licensee shall arrange a special meter reading and prepare the final bill. The supply shall be disconnected by the distribution licensee immediately after receipt of all outstanding amounts till that date. The balance amount due to any consumption between the final reading and the permanent disconnection, if any, may be adjusted against Security (consumption) and Security (meter) with the licensee. The balance security deposit shall be refunded to the consumer within a period of 7 working days.

33.3 If a refund due is delayed beyond a period of seven working days of termination of the agreement as per regulation 33.1 or 33.2 above, the distribution licensee shall, without prejudice to other rights of the consumer, pay interest on such refund for such period of delay at Bank Rate (as on 1st April of each year) as notified by RBI plus 4%.] ”

(vi) However, the Respondent had paid the amount of ACD/ MS for ₹ 9,15,047/- as lying deposited in the security account of the Appellant alongwith an amount of ₹ 3,39,142/- on account of interest after deduction of ₹ 37,682/- on account of TDS. Thus, a total amount of ₹ 12,91,868/- was paid on 15.01.2024. It was neither upto the date of actual payment as per orders of the Forum nor complete amount of interest was paid as admissible under Regulation 33 as was ordered. As per calculation of interest an amount of ₹ 4,10,411/- was payable but the Appellant received ₹ 3,76,821/- only. Besides this interest for the delay was also admissible under Regulation 33.3 of the Supply Code-2014 because the Forum had ordered the payment of interest as per Regulation 33 as mentioned above. It was pertinent to note that Regulation 33 of the Supply Code-2014 includes Regulations 33.1, 33.2 & 33.3. The Respondent had not bothered to pay the interest on account of delay as per Regulation 33.3 and paid only interest under Regulation 17.1 & 17.2 and not as per Regulation 33 of the Supply Code-2014 as ordered by the Forum. It was further added that the connection bearing account no. Y52-FS01-00023 was permanently disconnected on 06.03.2019 and as per order of the Forum and Regulation 33, the due amount was to be refunded within 7 days of the effect of PDCO and as per regulation 33.3 in case the refund as

due is not paid within 7 days the Licensee shall, without prejudice to other rights of the Appellant, pay interest on such refund for such period of delay at Bank Rate (as on 1st April of each year) as notified by RBI plus 4%.

(vii) Thus, a sum of ₹ 33,587/- on account of less paid interest as mentioned above plus a sum of ₹ 4,31,103/- under Regulation 33.3 on account of interest of delay was also payable. It was further requested that interest on interest as admissible under Regulation 17.3/ 17.4 of the Supply Code may also be allowed, which was wrongly declined by the Forum.

(viii) It was humbly prayed to accept the appeal otherwise Appellant will suffer an irreparable loss.

(b) Submissions made in the Rejoinder

The Appellant submitted the following Rejoinder, to the written reply of the Respondent, for consideration of this Court: -

(i) So far as the reply of the Respondent regarding delay was concerned, it was not applicable nor any relaxation had been given in the rules and regulation framed by the Hon'ble PSERC and adopted by the PSPCL vide CC No. 39/2021. However, if the Internal Auditor was on leave due to death of his respected mother, the work of Pre-audit could have been entrusted to another official or I.A. In case payment was delayed than the scheduled time

period, then interest should have been paid upto the date of actual payment as ordered by the Corporate Forum, Ludhiana.

(ii) The matter regarding request for the payment had already been discussed in the Forum and was decided against the Respondent, hence the repentance means wastage of time of the Court.

a) It was wrong that complete payment of interest was being credited to the account of Appellant as per Regulation 17 of Supply Code-2014. Only interest was required to be paid for un-updated amount or for the period 01.01.2008 to 31.03.2008, which had been decided by the PSPCL vide CE/ Commercial, Patiala Memo No. 1038/43 dated 15.05.2019. However, the Respondent had not made payment for this period although the same was claimed in the Appeal as well as calculation sheet attached to it. Thus, a genuine claim was denied against the orders of the PSPCL so the same should have been paid to the Appellant now. It was clearly admitted in the reply that a sum of ₹ 1,29,800/- was not updated.

b) The reply was wrong and devaluation of rupee was historic fact.

c) Every order of the PSPCL was applicable and letters no. 1038/43 dated 15.05.2019 & Memo No. 49/54 dated 01.01.2020 were fully applicable as nowhere in these letters, it

was mentioned that if the connection was disconnected on request any balance remained was not payable.

d) The reply was incorrect.

e) It was wrong that orders had been fully implemented.

(iii) So for reply was concerned, it was requested that as per calculation sheet supplied by the Respondent, the following discrepancies noticed were as under:-

a) The left-out period for payment of interest for the period 01.01.2008 to 31.03.2008 had not been included, as explained above. As per observations of the Forum interest was fully allowed except interest on interest admissible under Regulation 17.3 & 17.4 of the Supply Code.

b) While preparing calculation sheet for the period 01.04.2020 to 31.03.2021 the rate of interest was taken wrongly as 4.04 % instead of 4.65%, as allowed and approved by the PSPCL vide CC No. 26/2020. Hence, the same should have been paid now.

c) As per calculation sheet the rate of interest had been wrongly taken for the period 01.04.2016 to 31.03.2017 as 7.75% whereas it should have been as per CC No. 30/2016 i.e. for the period 01.04.2016 to 22.06.2016 the interest rate was based upon **Base Rate** that was 9.30 plus 2% and for the period 23.06.2016 to 31.03.2017 it was Bank rate i.e. 7.75%. As per

calculation sheet submitted, the Appellant had claimed correctly.

d) The rate of interest for the period 01.04.2023 to 10.11.2023 had also been wrongly taken while calculating interest as the same had been taken as 4.25% instead of 6.75% as allowed and approved vide CC No. 25/2023. The same should also be corrected.

e) The interest for the period 11.11.2023 to 15.01.2024 i.e. upto the date of payment, was also payable as per orders of the Forum.

(iv) The most important point was that the calculation sheet which was calculated by the Respondent office **had included the interest for the period of delay as well,** as per orders of the Forum and as allowed vide Regulation 33 of the Supply Code-2014. But surprisingly concerned Audit official/ officer had changed the order of the Forum and converted the same into simple Bank rate of interest. The move of the Audit by changing the orders of the Forum should have been objected by the Respondent office but the same was implemented in toto. Now, it arose a serious question that whether the Authority of the Audit Officer was above the Forum, whether the audit had any power to amend the orders of the Forum.

(v) Hence it was humbly prayed that the orders of the Forum should be implemented in true sense and without discrepancies as pointed out above. It was further prayed that interest on interest should also be allowed to the Appellant as the same has also been clearly allowed by the Hon'ble PSERC vide Regulation 17.3/17.4 of the Supply Code-2014/2007.

(c) Additional submissions

The Appellant made the following additional submission through AR vide letter sent through email dated 12.02.2024:-

It is brought to your kind notice that a reconciliation had been reached with the Respondent's office for the remaining payment of ₹ 2,11,343/- less TDS ₹ 21,134/- as per the calculation sheet supplied by the Respondent office. The Appellant agreed to the same.

(d) Submissions during hearing

During hearings on 08.02.2024 & 14.02.2024, the Appellant's Representative (AR) reiterated the submissions made in the Appeal as well as in the Rejoinder and prayed to allow the same.

(B) Submissions of the Respondent

(a) Submissions in written reply

The Respondent submitted the following written reply for consideration of this Court:-

- (i) The Respondent prayed that the case was decided by the Corporate Forum, Ludhiana & had taken all the facts (not the favorability) into consideration related to both the parties. Then the given decision was full heartedly implemented by the Respondent. As per the decision, calculations for the security amount and interest to be refunded were done and same were sent to AO/Field for pre-audit, as per Standard Procedure, in time and same was audited by the audit party which was received by the Respondent. The audited amount was refunded to the Appellant.
- (ii) Some delay in the release of refund happened due to the reason that the internal auditor who had been assigned the work by Account Officer/ Field, PSPCL, Bhatinda to audit the case, his mother got expired during the period and he audited the case after rejoining the office. So, it took more than 21 days due to these unavoidable circumstances, this should be considered as natural fact as this can happen with anybody and it is prayed that this delay should be considered as genuine/natural act.

- (iii) As mentioned by the Appellant that he had requested in writing for the refund of ACD/Security but the same was neither refunded nor any reason was mentioned for not acceding the request, was partially false, as neither the Appellant approached the Respondent office nor any request was received in writing during the last four years after the disconnection from the Appellant. Even if it was claimed that the request had been given, then this claim was false as in the current world, nobody sits idle for four years after giving a letter for refund of a huge amount of security, i.e ₹ 9,15,047/- if no action had been taken on that.
- (iv) Also it was worth mentioning here that the decision of the Forum that interest on interest was disallowed was appropriate as Clause 17.2 says that **“The interest on Security (consumption) and Security (meter) shall be credited to the account of a consumer annually on first day of April each year and shall be adjusted/paid in first bill raised after first April every year against the outstanding dues and /or any amount becoming due to the distribution licensee thereafter, And 17.3 says in the event of delay in effecting adjustments due to the consumer as per regulation 17.2, the distribution licensee shall for the actual period of delay pay interest at Bank Rate (as on 1st April of each year) as notified by RBI plus 4%.”** It means the interest on

security should be credited in the bill, but in this case the connection was disconnected on the request of the Appellant, and so bills were not generated after that, so there is no question arises to credit interest in the bills of the Appellant. Moreover, after the decision of the Corporate Forum, Ludhiana, the amount of interest on the security is dully given to the Appellant after pre-audit by the audit party.

- (v) As per instructions, every year Appellant was paid interest on the updated security, so it was a false claim that no interest was paid to the Appellant due to the non updation of ACD, the interest on security was updated in every bill of April, out of total amount of ₹ 9,15,047/-, only a small amount of ₹ 1,29,800/- was not updated as ACD and the interest for the same had been computed from 15.09.2009 till 10.11.2023 (as per decision of the Corporate Forum, Ludhiana) and same had been refunded to the Appellant.
- (vi) The concept of Devaluation of money was false assumption of the Appellant in this case.
- (vii) The letters in regard to ACD/AACD updation on bills for running connection which were mentioned by the Appellant were not applicable in this case as the mentioned connection was disconnected on 06.03.2019, before the date of issue of letters bearing Memo No. 1038/43 dated 15.05.2019, Memo No. 49/54

dated 08.01.2020 and Memo No. 207/302 dated 26.03.2021 by Chief Engineer/Commercial, PSPCL, Patiala's office.

- (viii) It was a false assumption of the Appellant that the Corporate Forum had acted in a partisan way favoring PSPCL & ignored the interests of the Appellant.
- (ix) This was the matter of Forum and we had implemented the order of the Corporate Forum, Ludhiana.
- (x) The Respondent had done the calculations of interest as per Regulation 33 of Supply Code-2014 and the same were sent to the Account Office/Field, PSPCL, Bhatinda for pre-audit (as per Standard Procedure opted by the PSPCL). After receiving the audited amount, the same was paid to the Appellant.
- (xi) It is humbly requested that the Appeal needed not to be entertained because this matter had already been decided by the Corporate Forum, Ludhiana, which is duly admitted by the Appellant and nothing is now pending to pay to the Appellant.

(b) Submission during hearing

During hearings on 08.02.2024 & 14.02.2024, the Respondent reiterated the submissions made in the written reply to the Appeal and prayed for the dismissal of the Appeal.

5. Analysis and Findings

The issue requiring adjudication is the legitimacy of the decision dated 26.10.2023 of the Corporate Forum, Ludhiana in Case No. CF-139/2023 & claim of the Appellant regarding non-implementation of this decision regarding interest as per Regulation 33 of Supply Code, 2014.

My findings on the points that emerged and my analysis is as under:

- (i) The Corporate Forum in its order dated 26.10.2023 observed as under:-

“Forum observed that security amount should have been updated timely and interest thereupon should have been credited accordingly from time to time. Further, the amount of security should have been refunded to the petitioner within the time specified in the relevant Regulation of Supply Code without waiting for any request from the petitioner. As Respondent has failed to refund the security on termination of agreement/effecting PDCO, therefore, petitioner is entitled to interest on the security as per prevailing instructions. Therefore, Forum with majority is of the opinion that interest on security(Consumption/Meter) updated from time to time should be allowed as per Regulation no.17 of Supply Code 2007/2014(as applicable) as amended from time to time up to the date of effect of PDCO. Interest as per Regulation nos. 17.3 & 17.4 of relevant Supply Codes is disallowed. Further amount of security (Consumption/Meter) as per petitioner is Rs. 891848/- whereas security amount as per respondent is Rs. 915047/- which needs to be rechecked and security amount lying credited in the account of the petitioner is required to be refunded along-with interest for the period starting from the expiry of time limits from date of effect of PDCO, as per Regulation no. 33 of Supply Code-2014 amended from time to time, to the date of refund of security.”

- (ii) I have gone through the written submissions made by the Appellant in the Appeal as well as the Rejoinder to Reply & Additional submission sent through email dated 12.02.2024, written reply of the Respondent as well as oral arguments of both the parties during the hearings on 08.02.2024 & 14.02.2024. The Appellant had filed a case with the Corporate Forum, Ludhiana vide Case No. CF-139/2023 for the refund of Security (Consumption) & Security (Meter) alongwith interest & penal interest. The Corporate Forum ordered for the up-dation of the Security (Consumption) & Security (Meter) & allowed the normal Interest on updated Security (Consumption) & Security (Meter) as per Regulation 17 of Supply Code, 2007/2014 not given to the Appellant earlier. However, Penal interest as per Regulation 17.4/17.3 of Supply Code, 2007/2014 respectively was disallowed. The connection of the Appellant was permanently disconnected on 06.03.2019. So the Corporate Forum decided that the Security (Consumption) & Security (Meter) lying credited in the account of the Appellant be refunded alongwith interest for the period starting from the expiry of time limits from date of effect of PDCO, as per Regulation 33 of Supply Code-2014 amended from time to time, to the date of refund of security.

- (iii) All the grievances of the Appellant were addressed by the Corporate Forum except for the claim of penal interest as per Regulation 17.4/17.3 of Supply Code, 2007/2014 respectively. So the Appellant filed the present Appeal for the same.
- (iv) It is observed by this Court that the Appellant is a Large Supply Category Consumer and is expected to be vigilant and prompt in presenting its claims. It did not file any claim/ representation to the Respondent before the date of PDCO, either about non-updation of full amount of Security (Consumption) or about not giving the interest on the whole amount of Security (Consumption) deposited by it. The Appellant did not take appropriate remedy at appropriate time. The Appellant cannot take benefit of its own wrongs, delays and laches.
- (v) The Regulations framed by PSERC are in public domain of PSERC as well as on the Website of PSPCL. The Appellant should have promptly taken up the matter with PSPCL and any delay on the part of the Appellant cannot be rewarded.
- (vi) The Appellant has already been awarded normal interest as per Regulations by the Corporate CGRF, Ludhiana. The delay of so many years on the part of the Appellant in filing a claim/ representation should not result in undue benefit of additional interest to it. I am, therefore, not inclined to grant the additional

interest asked for by the Appellant. So, the claim of the Appellant in this regard is rejected after due consideration.

- (vii) The Appellant had also raised the issue that neither the interest was given to it by the Respondent till the date of actual payment of the security nor complete amount of interest was paid as admissible under Regulation 33 of Supply Code, 2014, as ordered by the Corporate Forum. In this regard, on the intervention of this Court, both the parties sat together & resolved it amicably. Now the Appellant's Representative submitted vide letter sent through email dated 12.02.2024 that the Appellant is satisfied with the implementation of the orders of the Corporate Forum by the Respondent in this case. As such, this issue stands closed & no further intervention of this Court is required in this issue.

6. Decision

As a sequel of above discussions, the order dated 26.10.2023 of the CCGRF, Ludhiana in Case No. CF-139/2023 is hereby upheld.

7. The Appeal is disposed of accordingly.
8. As per provisions contained in Regulation 3.26 of Punjab State Electricity Regulatory Commission (Forum and Ombudsman) Regulations-2016, the Licensee will comply with the award/ order within 21 days of the date of its receipt.

9. In case, the Appellant or the Respondent is not satisfied with the above decision, he 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.

February 14, 2024
S.A.S. Nagar (Mohali).

(ANJULI CHANDRA)
Lokpal (Ombudsman)
Electricity, Punjab.

