

**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. 21/2023

Date of Registration : 14.08.2023

Date of Hearing : 01.09.2023

Date of Order : 01.09.2023

Before:

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

In the Matter of:

M/s. Sunshine Hotel Pvt. Ltd.,
Hoshiarpur Road Nangal Shama,
Jalandhar.

Contract Account Number: 3000855679 (NRS)

...Appellant

Versus

Addl. Superintending Engineer,
DS Cantt. Division, PSPCL,
Jalandhar.

...Respondent

Present For:

Appellant: Sh. Arun Kumar Gosain,
Appellant's Representative.

Respondent : 1. Er. Shamsher Chander,
Asstt. Engineer,
O/o ASE/ DS Cantt. Division, PSPCL,
Jalandhar.
2. Sh. Anil,
Revenue Accountant.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 14.07.2023 of the Corporate Consumer Grievances Redressal Forum, Ludhiana (Corporate Forum) in Case No. CF-069/2023, deciding that:

“The decision dated 31.10.2022 of Zonal Refund Committee, North Zone, PSPCL, Jalandhar, is upheld. As the connection has been applied and released in the name of M/s Sunshine Hotels Pvt. Ltd. under NRS category. The A&A Form constituting the agreement between both the Respondent and the Petitioner has not been signed for marriage palace under NRS category. As such the plea of the Petitioner to treat the connection for Marriage Palace only is dismissed.”

2. Registration of the Appeal

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 14.08.2023 i.e. within the period of thirty days of receipt of the decision dated 14.07.2023 of the CCGRF, Ludhiana in Case No. CF-069/2023. The Appellant had deposited 100% of the disputed amount. Therefore, the Appeal was registered on 14.08.2023 and copy of the same was sent to the Addl. SE/ DS Cantt. Divn., PSPCL, Jalandhar for sending written reply/ parawise comments with a copy to the office of the CCGRF, Ludhiana under intimation to the Appellant vide letter nos. 595-597/OEP/A-21/2023 dated 14.08.2023.

3. Proceedings

With a view to adjudicate the dispute, a hearing was fixed in this Court on 01.09.2023 and intimation to this effect was sent to both the parties vide letter nos. 605-06/OEP/ A-21/2023 dated 17.08.2023. As scheduled, the hearing was held in this Court and 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 an NRS Category Connection, bearing Account No. 3000855679, in the name of M/s. Sunshine Hotel Pvt. Ltd., Jalandhar with Sanctioned Load of 493.520 kW under AEE/ Comm. Unit No. 3, Barring, Jalandhar under ASE/ DS Cantt. Division, Jalandhar.

(ii) The Appellant submitted that the NRS Connection was being purely used under the name of Imperial Manor for Marriage Palace, which was a Unit of M/s. Sunshine Hotel Pvt. Ltd. In the Marriage Palace, there were no Rooms for staying, no Conference Hall and no Restaurant like Hotel. Outer Marriage Hall & outer Area where Marriages were performed in selective months in a year, which was purely a seasonal.

(iii) The Connection of the Appellant was Checked by the AEE vide LCR No. 69/174 dated 09.10.2021 and the findings of the Report were as under:-

“ਇਸ ਕੁਨੈਕਸ਼ਨ ਦੀ ਸਪਲਾਈ ਸਿਰਫ ਮੈਰਿਜ ਪੈਲੇਸ ਲਈ ਵਰਤੀ ਜਾਂਦੀ ਹੈ ਮੈਰਿਜ ਪੈਲੇਸ ਤੋਂ ਇਲਾਵਾ ਕਿਸੇ ਹੋਰ ਮਕਸਦ ਲਈ ਨਹੀਂ ਵਰਤੀ ਜਾਂਦੀ ਜੀ”

(iv) According to the Checking Report of AEE vide LCR No. 69/174 dated 09.10.2021, the Tariff Clause SV. 3 (iv) of the ESIM had been implemented and billing had been done according to Marriage Place Tariff to the Appellant. The Tariff Clause SV. 3 (iv) of the ESIM is reproduced as under:

(iv) Consumers running Marriage Palaces shall pay Fixed Charges on 25% of Sanctioned Load/ Contract Demand. In case, the consumer exceeds its Sanctioned Load/ Contract Demand during a billing cycle/ month, he shall also be liable to pay applicable load/ demand surcharge.

- (v) In light of above Instructions, the Appellant approached the AEE/ Commercial Unit No. 3, Barring under the ASE/ DS Cantt. Divn., PSPCL, Jalandhar to refund the excess amount billed against these instructions from January, 2018 from where this Fixed Charges Clause had been implemented. On the request of the Appellant, its Refund Case for ₹ 8,37,641/- (01/2018 to 10/2021) was prepared and sent to the concerned Authority i.e. Zonal CGRF, Jalandhar.
- (vi) Surprisingly, the Zonal CGRF, Jalandhar had decided the Refund Case of ₹ 8,37,641/- against the Consumer on 31.10.2022 and a Notice No. 246 dated 16.02.2023 had been sent by AEE/Commercial Unit No. 3, Barring, Jalandhar to deposit a sum of ₹ 5,08,755/- (10/2021 to 01/2023) within ten days. Notice was received on 24.02.2023.
- (vii) The Connection of the Appellant had been used for Marriage Palace under the name of Imperial Manor units of the Sunshine Hotel Pvt. Ltd. which had been proved as per the checking of the ASE/ MMTS-1, Jalandhar vide ECR No. 32/158 dated 10.10.2016 where it was clearly mentioned Marriage Palace at Type of Industries Column & AEE on 09.10.2021 and correct Tariff had been implemented as per the Instructions of the PSPCL. The Appellant had the Right to Demand refund of

Excess Amount billed earlier and accordingly its Refund Case had been prepared and sent to the Competent Authority. The Zonal CGRF, Jalandhar had passed a wrong and illegal decision and rejected the Appellant's genuine demand which was according to the instructions of the PSPCL.

(viii) It was evidentially mentioned here that the Appellant had paid its taxes and fees to the Concerned Authorities as under:-

- a) Property Tax to Municipal Corporation, Jalandhar under the name of Imperial Manor Sunshine under Marriage Palace head.
- b) Punjab Pollution Control Board, Jalandhar gave a NOC vide letter No. 1751 dated 15.06.2022 to Imperial Manor (units of Sunshine Hotel Pvt. Ltd. under Marriage Palace for gathering of up to 800 persons.
- c) All the booking and billing had been done under the name of Imperial Manor units of M/s. Sunshine Hotel Pvt. Ltd.
- d) The documents of Tata AIG Insurance in col 9 & 10 under heading of business of proposer-Marriage Palace and Marriage Hall.
- e) The receipts of Excise Department for Annual Registration Fee declared it under L-5D that's Marriage Palace in col-12

Sub col (iii) and so levied Annual Registration Fee of ₹ 2,00,000/-.

f) The Punjab Kesri a leading newspaper in North India published a list of Marriage Palaces on 12.04.2018 and clearly mentioned the name of Imperial Manor as a valid Marriage Palace in Jalandhar.

- (ix) The Appellant immediately filed Appeal before the Appellate Authority i.e., CCGRF against the illegal and wrong decision of the Zonal CGRF, Jalandhar dated 31.10.2022. The Appeal of the Appellant was decided on 17.07.2023. But regret to inform that all arguments of the Appellant brought on record of the Petition with solid evidently documents, the Corporate Forum gave unexpected, unjust & unviable decision.
- (x) The decision of the Corporate Forum which divulged that the Corporate Forum had not at all paid any attention to the Appellant's request which was supported with all valid legal documents of the Punjab Government Authorities and passed an unfair and wrong decision.
- (xi) The Appellant had submitted the following as evidence documents which clearly proved that the Connection was being used for Marriage Palace, as under:-

- a) The M/s. Sunshine Hotel Pvt. Ltd. was incorporated on 20th August, 1986 vide Registration No. 6979 of 1986.
- b) The first Unit of M/s. Sunshine Hotel Pvt. Ltd. was Regent Park Hotel which was established in year 1996 and the second Unit was M/s Imperial Manor which was established in 2011.
- c) The second Unit of M/s. Imperial Manor Unit of M/s. Sunshine Hotel Pvt. Ltd. had deposited VAT under the business of Marriage Palace.
- d) The second Unit of M/s Imperial Manor Unit of M/s. Sunshine Hotel Pvt. Ltd. was in Top List of Marriage Palaces on Google survey list.
- e) The Municipal Corporation, Jalandhar had collected property Tax according to Marriage Palace rates and not as per hotel rates.
- f) M/s. Sunshine Hotel Pvt. Ltd. was the main company under which these Units, First Regent Park Hotel and second Imperial Manor were working and income and expenditure of these two units were accounted for in the Balance Sheet of M/s. Sunshine Hotel Pvt. Ltd.
- g) The Appellant had already mentioned in its Appeal about all the Government Authorities where the Appellant had paid

the taxes and fees under Marriage Palace head and according to rate of Marriage Palace which proved that the Connection was being purely used for Marriage Palace.

h) The Consumption Data of the Appellant, clearly indicated that there was variation in consumption which increased due to Seasonal Wedding Functions and decreased due to no functions. This proved that the connection was purely used for Marriage Palace and not for Hotel.

(xii) From the above it was evidently proved that the Connection of the Imperial Manor Units of Sunshine Hotel Pvt. Ltd. was being purely used for Marriage Palace and not for Hotel purpose. Hence, the fixed charges charged according to Hotel Tariff was totally wrong and illegal according to the Instructions in Clause SV.3 (IV) of the ESIM-2018.

(xiii) The Appellant, in view of the facts brought above, humbly requested that the Respondent be directed to adjust the Refund Case amount of ₹ 8,37,641/- + ₹ 5,08,755/-, being amount charged as per Notice plus upto date wrong fixed charges billed amount alongwith interest and rectify the Tariff in the Appellant's billing as per the instructions of the PSPCL.

(b) Submission during hearing

During hearing on 01.09.2023, the Appellant's Representative (AR) reiterated the submissions made in the Appeal 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 Appellant had applied for the electricity connection in the name of M/s. Sunshine Hotel.
- (ii) As per the checking report vide LCR No. 69/174 dated 09.10.2021, the Flag of 'Marriage Palaces' was applied to the account of the Appellant from 01.10.2021 and it remained till 22.11.2022.
- (iii) The Appellant had requested to refund the extra fixed charges charged to it from the month of 01/2018. Accordingly, the case of Appellant for the refund of extra fixed charges was submitted to the Refund Committee. The Refund Committee dismissed the case of the Appellant on 31.10.2022.
- (iv) As per the decision of the Zonal Refund Committee, the benefit of ₹ 5,08,755/- given to the Appellant on account of less fixed charges from 01.10.2021 to 22.11.2022 was charged to the

Appellant and same was intimated by the concerned Commercial Office vide Notice No. 246 dated 16.02.2023.

- (v) The Zonal Refund Committee had asked the Appellant to deposit some important documents/ proofs like Registry, CLU, NOC from PUDA, receipt of tax deposited in Market Committee, copy of regularization of Marriage Palace from PUDA or Market Committee and ITR etc. during proceedings of the case of the Appellant before it.
- (vi) The Appellant had filed its Appeal in the Corporate Forum, Ludhiana against the decision of the Zonal Refund Committee. The Corporate Forum, Ludhiana had upheld the decision of the Zonal Level Committee on 14.07.2023.

(b) Submission during hearing

During hearing on 01.09.2023, 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 claim of the Appellant for refund of ₹ 13,46,396/- (₹ 8,37,641/- for the period from 01.04.2018 to 01.10.2021 & ₹ 5,08,755/- for the period from 01.10.2021 to 22.11.2022) charged to it on

account of difference of fixed charges levied to it on 80% of the sanctioned CD instead of 25% levied on Marriage Palaces alongwith interest and rectification of the Tariff in the Appellant's billing.

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

- (i) The Corporate Forum in its order dated 14.07.2023 observed as under:-

“Forum observed that petitioner in his petition pleaded that he is running a marriage palace and as per CC No. 24/2018 dated 24.04.2018 only 25% of fixed charges are to be charged whereas fixed charges @80% of his sanctioned CD are being charged to him. For the refund of excess fixed charges, petitioner filed his case in Zonal Refund Committee, North Zone, Jalandhar where the case was decided on 31.10.2022 as under: -

“ਪੇਸ਼ ਕਰਤਾ ਅਫਸਰ ਵਲੋਂ ਕਮੇਟੀ ਨੂੰ ਸੂਚਿਤ ਕੀਤਾ ਗਿਆ ਕਿ ਮਿਤੀ 12.09.2022 ਦੀ ਮੀਟਿੰਗ ਅਨੁਸਾਰ ਖਪਤਕਾਰ ਵਲੋਂ ਸਬੰਧਤ ਦਸਤਾਵੇਜ਼ ਜਮਾਂ ਨਹੀਂ ਕਰਵਾਏ ਗਏ ਜਿਸ ਕਰਕੇ ਇਸ ਖਪਤਕਾਰ ਦੇ ਕੇਸ ਦਾ ਰਿਫੰਡ ਨਾ ਮੰਜੂਰ ਕੀਤਾ ਜਾਵੇ। ਕਮੇਟੀ ਵਲੋਂ ਪੇਸ਼ ਕਰਤਾ ਅਫਸਰ ਦੀ ਸਿਫਾਰਸ਼ ਤੇ ਸਹਿਮਤੀ ਨਾਲ ਇਸ ਖਪਤਕਾਰ ਦੇ ਫਿਕਸਡ ਚਾਰਜਜ਼ ਦੇ ਰਿਫੰਡ ਦਾ ਕੇਸ ਨਾ-ਮੰਜੂਰ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਅਤੇ ਕੇਸ ਖਤਮ ਕੀਤਾ ਜਾਂਦਾ ਹੈ। ਇਸ ਕੇਸ ਵਿਚ ਜੇ ਰਿਫੰਡ ਉਪ ਮੰਡਲ ਦਫਤਰ ਵਲੋਂ ਦਿਤਾ ਗਿਆ ਹੈ ਉਸ ਨੂੰ ਚਾਰਜ ਕੀਤਾ ਜਾਵੇ ਅਤੇ ਸੈਪ ਵਿਚ ਇਸ ਬਾਰੇ ਜੇ ਫਲੈਗ raise ਕੀਤਾ ਗਿਆ ਹੈ, ਉਸ ਨੂੰ ਹਟਾਇਆ ਜਾਵੇ।”

In accordance with the above decision, AEE Comm., Unit-3, Sub-Division Barring, Jalandhar issued notice to petitioner vide Memo no. 246 dated 16.02.2023 to deposit an amount of Rs. 508755/- on account of fixed charges at 80% of sanctioned load instead of 25%. Not satisfied with the decision dated 31.10.2022 of Zonal Refund Committee, North Zone, Jalandhar; petitioner filed his appeal in Corporate

CGRF, Ludhiana. Forum observed that the Petitioner had applied for a new connection under NRS category. Application and Agreement was signed for release of an electric connection for NRS purpose in the Petitioner's premises. The tariff of NRS category as approved by the Commission from time to time was and is being charged. The Petitioner's Representative submitted that as per tariff approved by the Hon'ble PSERC and circulated by the PSPCL vide Commercial Circular No. 24/2018 dated 24.04.2018, Fixed Charges for Marriage Palaces were to be charged @ 25% (of sanctioned CD) w.e.f. 01.04.2018. Petitioner's Representative submitted various documents like letters/ references of Punjab Pollution Control Board, Zonal Office, Jalandhar and Jalandhar Municipal Corporation's Property Tax Payment Receipt in support of his claim that there is a marriage palace where his connection is installed. Forum observed that documents submitted by the Petitioner from these departments are not the basis/ criteria for determining the tariff as these were for purpose of determining the categorization under respective Acts/ Laws of the department(s) concerned. Tariff applicability is determined by the Respondent based on the Sales Regulations/ ESIM and Tariff Orders approved by PSERC depending upon purpose of use of electricity. The Petitioner never mentioned the Category i.e., Marriage Palace for obtaining electricity connection. Even the name of the group '**Sunshine Hotels**' is itself evidence to prove that the unit was established as a hotel. Therefore, the plea of the Petitioner's Representative that it was not a hotel, is not sustainable. Further, the Petitioner had never challenged the electricity bills issued to him during the period of dispute. Also, this agreement can be modified mutually by both the parties. Petitioner in his petition/ rejoinder submitted that he did not submit any request about connection for marriage palace as this is not demanded by PSPCL nor necessary as the connection is used for marriage palace. The A&A Form constituting the

agreement between both the Respondent and the Petitioner has been signed for Hotel under NRS category. As such the plea of the Petitioner to treat the connection for Marriage Palace only is not justified. Therefore, the Petitioner is not entitled to Refund on account of Fixed Charges for the period w.e.f. 01.04.2018 onwards.

However, Independent Member and Permanent Invitee from the O/o CE/Commercial, Patiala did not agree to the above conclusion and expressed their opinion as under:

a. Note (iv) under Clause SV3 of Commercial Circular no. 24/2018 reads as under: -

“Consumer running marriage palaces shall pay Fixed Charges on 25% of Sanctioned Load/ Contract Demand. In case, the consumer exceeds is Sanctioned Load/ Contract Demand during a billing cycle/ month, he shall also be liable to pay applicable load/ demand surcharge.”

The above clause provides any consumer who runs a marriage palace, shall pay Fixed Charges @25% of his Sanctioned Load/Contract Demand.

Connection of the petitioner was checked by ASE/Sr. Xen, Enf. cum EA & MMTS-1, Shakti Sadan, Jalandhar vide ECR no. 32/158 dated 10.10.2016 where the Type of Industry was reported as ‘Marriage Palace’. Further site of the petitioner was checked by AEE vide LCR no. 69/174 dated 09.10.2021 wherein it was reported as under: -

“ਇਹ ਕੁਨੈਕਸ਼ਨ ਦੀ ਸਪਲਾਈ ਸਿਰਫ ਮੈਰਿਜ ਪੈਲੇਸ ਲਈ ਹੀ ਵਰਤੀ ਜਾਂਦੀ ਹੈ ਪੈਲੇਸ ਤੋਂ ਇਲਾਵਾ ਕਿਸੇ ਹੋਰ ਪਰਪਸ ਲਈ ਨਹੀਂ ਵਰਤੀ ਜਾਂਦੀ ਜੀ”

The checking of Enforcement was conducted in 2016 much before issue of Commercial Circular no. 24/2018 dated 24.04.2018. M/s. Sunshine Hotels is running a marriage palace as evident from various documents submitted by both the parties, particularly ECR no. 32/158 dated 10.10.2016 and LCR no. 69/174 dated 09.10.2021 mentioned above. This fact has not been disputed by the Respondent. Hence, M/s. Sunshine Hotels

is clearly eligible for levying fixed charges @25% of their Sanctioned Load/ Contract Demand as per above clause.

b. Although no further documents are required beyond those discussed under Para 'a' above, few other documents submitted by the petitioner further authenticate that a marriage palace is being run by M/s. Sunshine Hotels like Jalandhar Municipal Corporation's Property Tax Payment Receipt wherein Sub Usage Type has been clearly mentioned as 'Marriage Palace'. Further Punjab Pollution Control Board, Zonal Office, Jalandhar in his certificate renewing the 'Consent to Operate' vide its Office Dispatch No. 1751 dated 15.06.2022 has mentioned Product (Name with quantity per day) as 'Marriage Palace for gathering upto 800 Persons'.

c. This relief of fixed charges on 25% of Sanctioned CD instead of on 80% of CD; in respect of marriage palaces was given for the first time in the tariff order for the FY 2018-19 vide CC No. 24/2018 dated 24.04.2018 and it was stipulated in this circular as under: -

"All concerned officers/ officials are requested to go through these instructions so as to acquaint themselves with various conditions for its correct applications.

Meticulous compliance of this circular be ensured."

Hence, consequent to issuance of Commercial Circular no. 24/2018 dated 24.04.2018, as per above stipulation, it was the duty of the Respondent to identify all marriage palaces falling in his jurisdiction and to bill these with fixed charges on correct percentage of the sanctioned Contract Demand as per Commercial Circular no. 24/2018 i.e., 25%.

Therefore, Independent Member and Permanent Invitee from the O/o CE/Commercial, Patiala are of the opinion that the petitioner has been running a marriage palace as validated by ECR no. 32/158 dated 10.10.2016 and LCR no. 69/174 dated 09.10.2021, hence his connection was required to be billed under category of Marriage Palace w.e.f. 01.04.2018 as per CC No. 24/2018 dated 24.04.2018. Hence,

bills issued to the petitioner 01.04.2018 onwards are required to be quashed and his account is to be overhauled with fixed charges on 25% of his sanctioned CD w.e.f. 01.04.2018.

Independent Member and Permanent Invitee from the O/o CE/Commercial, Patiala are further of the view that Zonal Refund Committee, North Zone, Jalandhar has erred in asking for documents of other departments without any necessity when ECR no. 32/158 dated 10.10.2016 of ASE/Sr. Xen, Enf. cum EA & MMTS-1, Jalandhar and LCR no. 69/174 dated 09.10.2021 of AEE/Tech.-2, Suburban Sub-Division, Jalandhar was before it as no such conditions were laid out in the above circular. Both these documents were more than sufficient to prove that the petitioner is running a marriage palace. Hence, no additional document was necessary at all. Accordingly, the decision dated 31.10.2022 of Zonal Refund Committee, North Zone, Jalandhar is required to be quashed alongwith the notice no. 246 dated 16.02.2023 of AEE Comm. Unit-3, Sub-Division Barring, Jalandhar, amounting to Rs. 508755/-, issued in accordance with the decision of Zonal Refund Committee, North Zone, Jalandhar.

The remaining Members of the Forum considered the view expressed by Independent Member and Permanent Invitee from the O/o CE/Commercial, Patiala and reaffirmed their opinion as under: -

The tariff being charged from the petitioner is strictly as per agreement signed between both the parties. The petitioner has entered into agreement for NRS connection with Respondent. This agreement can be changed mutually by both parties but the petitioner had never approached till date its modification in the O/O Respondent to avail benefit of reduced fixed charges. The onus was on the petitioner to get the A&A form timely modified by submitting application alongwith supporting documents as he had signed A&A form with the Respondent. The question was never on the validity

of the documents but its timely representation by petitioner to Respondent.

Further, as per the instructions of Note (iv) under Clause SV3 of Commercial Circular 24/2018 reproduced as under: -

“Consumer running marriage palaces shall pay Fixed Charges on 25% of Sanctioned Load/Contract Demand. In case, the consumer exceeds is Sanctioned Load/Contract Demand during a billing cycle/month, he shall also be liable to pay applicable load/demand surcharge.”

On perusal of these instructions, the consumers running marriage palaces has been given this facility and these consumers can only be identified from their consumer cases that under which category/ purpose/ use, they have applied for the NRS connection. Therefore, the view of the Independent Member & Permanent Invitee that it was the duty of the Respondent to identify all marriage palaces falling in his jurisdiction and to bill these under marriage palace category does not hold good because as per instructions the respondent was required to acquaint himself with various conditions for its correct applications.

As discussed above, there is a position of tie as votes of the Chairperson and Member/Finance are on one side and those of Independent Member and Permanent Invitee, O/O CE/Commercial, Patiala are on the other side. Hence, the case is to be decided with the casting vote of the Chairperson/Corporate CGRF, Ludhiana as per Regulation No. 2.15 of Notification dated 25.08.2021 of Hon’ble PSERC. Accordingly, the case is decided with the casting vote of Chairperson along-with supporting vote of Member/Finance. The comments/opinion of the chairperson/CCGRF, Ludhiana, in this case, are as under:

It is observed that the similar case no. CF-131/2022, in the name of Sh. Varun Garg c/o M/s. Hotel Queen’s Land, Goniana, was decided by the Corporate CGRF, Ludhiana as under:

“The connection (extension of load) has been applied and released in the name of M/s Varun Garg, Hotel Queen’s Land for Hotel and Restaurant purpose under NRS category. The A&A Form constituting the agreement between both the Respondent and the Petitioner has been signed for Hotel & Restaurant under NRS category. As such the plea of the Petitioner to treat the connection for Marriage Palace only is not justified and as such the petition is dismissed.”

The Court of Hon’ble Lokpal (Ombudsman), Electricity, Punjab, vide his order dated 09.12.2022 upheld the above decision against the appeal filed vide case no. A-66 of 2022 against this decision.

Similarly, earlier, in another case no. CGP-341/2019 in the name of Sh. Sadhu Ram C/o Gardenia Resort, Rupana, Sri Mukatsar Sahib was decided by CGRF, Patiala and appeal no. A-17 of 2020 against the decision of this case, has been decided by the Court of Hon’ble Lokpal (Ombudsman), Electricity, Punjab, vide his order dated 30.06.2020, as under:

“As a sequel of the above discussion, the Appeal of the Appellant against the order dated 26.02.2020 of the CGRF, Patiala in Case No. CGP-341 of 2019 is dismissed. The Appellant shall submit, if it, so desires, a fresh Application and Agreement after effecting the change in the name/ title of its Unit for becoming eligible for charging of Fixed Charges, applicable for Marriage Palaces at reduced rates as per instructions of the PSPCL. In case, the Appellant does so and the Application and Agreement is signed between the Consumer and PSPCL, the Respondent shall consider and decide the claim of the Appellant for future billing as per law/regulations/ tariff order.”

Therefore, Chairperson/ CCGRF, Ludhiana, is of the view that the claim of the petitioner is not maintainable.

In view the above discussion and facts, Forum, with majority decision by virtue of casting vote of the Chairperson, is of the opinion that connection has been applied and released under NRS category without any mention of marriage palace. The A&A form constituting the agreement between both the Respondent and the petitioner has not been signed for Marriage Palace as such the plea of the petitioner to treat the

connection for marriage palace is not justified.”

- (ii) I have gone through the written submissions made by the Appellant in the Appeal, written reply of the Respondent as well as oral arguments of both the parties during the hearing on 01.09.2023. It is observed by this Court that the Appellant had applied for new Non Residential Supply (NRS) connection for Sanctioned Load/ CD of 493.517 kW/ 498 kVA in the year 2011. Application and Agreement (A&A) was signed between Sh. Arvinder Singh (Managing Director of the Appellant Company) and the Respondent-PSPCL for release of an electric connection for NRS purpose in the Appellant's premises situated at Regent Crown C/o M/s. Sunshine Hotels Pvt. Ltd., Nangal Shama, Hoshiarpur Road, Jalandhar.
- (iii) Commercial Circular No. 24/2018 dated 24.04.2018 was issued by the PSPCL for charging of fixed charges @ 25% of sanctioned CD from 01.04.2018 for Marriage Palaces, which was widely published by the PSPCL through newspapers. I find that in the A&A Form submitted in physical form in year 2011, the Appellant never mentioned the Category i.e. Marriage Palace. In fact, the Appellant mentioned his address in the A&A as Regent Crown C/o M/s. Sunshine Hotels Pvt. Ltd., which implied that the connection was applied for running a

Hotel. This A&A was never revised/ modified as confirmed by both the Appellant's Representative (AR) as well as the Respondent.

- (iv) The Appellant submitted that its premises was checked by the ASE/ Sr. Xen/ EA & MMTS-1, Shakti Sadan, Jalandhar vide ECR No. 32/158 dated 10.10.2016 where the Type of Industry was mentioned as 'Marriage Palace'. So the Appellant was eligible for the refund of excess billing from 01.04.2018 to 01.10.2021 on account of fixed charges levied to it on 80% of the sanctioned CD instead of 25% of the sanctioned CD, amounting to ₹ 8,37,641/- with interest as per the Tariff applicable on Marriage Palaces.
- (v) I am of the opinion that the Appellant being a consumer with sanctioned CD of 498 kVA should be vigilant about its rights. The Appellant itself failed to approach the Respondent at an appropriate time for change of billing category. The fixed charges were invariably shown on the monthly electricity bills served to the Appellant during the disputed period from 01.04.2018 to 01.10.2021 but the Appellant had never represented in the office of the Respondent for correction of fixed charges being levied on 80% of the sanctioned CD instead of 25%. The bills were not challenged for rectification

of errors by the Appellant at an appropriate time. Delay is on the part of the Appellant to file the representation for correction/ challenge of bills. Therefore, this Court is of the view that the Appellant did not take appropriate remedy at an appropriate time. The Appellant had not applied for release of connection to it as a Marriage Palace rather it had applied the connection as M/s. Sunshine Hotel. Further, before conducting of checking of the premises by AEE/ T-2, Suburban S/D under DS Cantt Divn., Jalandhar, it is not possible to ascertain whether the premises were being used only for the purpose of Marriage Palace between the period 01.04.2018 to 01.10.2021. As such, the claim of the Appellant for refund of alleged excess billing from 01.04.2018 to 01.10.2021 on account of fixed charges levied to it on 80% of the sanctioned CD instead of 25% of the sanctioned CD, amounting to ₹ 8,37,641/- with interest is decided against the Appellant after due consideration.

- (vi) As regards to the billing of the Appellant from 01.10.2021 onwards is concerned, it is observed that the Respondent changed the Tariff type of the Appellant in the billing system & applied the Flag of 'Marriage Palaces' in its account w.e.f. 01.10.2021. This was done on the basis of findings of AEE/ T-

2, Suburban S/D under DS Cantt. Divn., Jalandhar during checking of the premises of the Appellant vide LCR No. 69/174 dated 09.10.2021, admittedly which was conducted at the verbal request of the Appellant, wherein it was reported as under: -

“ਇਹ ਕੁਨੈਕਸ਼ਨ ਦੀ ਸਪਲਾਈ ਸਿਰਫ ਮੈਰਿਜ ਪੈਲੇਸ ਲਈ ਹੀ ਵਰਤੀ ਜਾਂਦੀ ਹੈ ਪੈਲੇਸ ਤੋਂ ਇਲਾਵਾ ਕਿਸੇ ਹੋਰ ਪਰਪਸ ਲਈ ਨਹੀਂ ਵਰਤੀ ਜਾਂਦੀ ਜੀ।”

But in compliance of the decision dated 31.10.2022 of the Zonal Refund Committee, Jalandhar, this Flag of ‘Marriage Palaces’ was removed w.e.f. 22.11.2022 from the account of the Appellant in the billing system & the Appellant was charged ₹ 5,08,755/- vide Notice No. 246 dated 16.02.2023, on account of fixed charges levied @ 25% instead of 80% for the period from 01.10.2021 to 22.11.2022.

- (vii) In this regard, I am of the opinion that when the Tariff of ‘Marriage Palaces’ was applied in the account of the Appellant w.e.f. 01.10.2021, the Appellant also did not object to it. This means, although the A&A was not modified at the time of changing the Tariff w.e.f. 01.10.2021, but in effect, both the parties were in agreement to it. Note (iv) under Clause SV3 of ‘Schedules of Tariff’ for the FY 2018-19, approved by the PSERC & contained in the Commercial Circular No. 24/2018 reads as under:

“Consumers running Marriage Palaces shall pay Fixed Charges on 25% of Sanctioned Load/ Contract Demand. In case, the consumer exceeds its Sanctioned Load/ Contract Demand during a billing cycle/ month, he shall also be liable to pay applicable load/ demand surcharge.”

On the perusal of the above Clause, it is implied that the inspection of the site of the Appellant by the competent official of the Respondent was enough for the change of Tariff. The Zonal Refund Committee, Jalandhar had erred in asking for documents of other Government Departments without any necessity as no such conditions were laid out in the above Clause. However, the Appellant submitted the documents of other Government Departments before the Zonal Refund committee, but still the Zonal Refund Committee, Jalandhar decided to withdraw the relief already provided by the Respondent to the Appellant from 01.10.2021 onwards on the basis of checking report of AEE/ T-2, Suburban S/D under DS Cantt. Division, Jalandhar vide LCR No. 69/174 dated 09.10.2021. The Corporate Forum also upheld the decision of the Zonal Refund Committee, Jalandhar. This Court is of the view that the decision of the Corporate Forum in this regard is not correct. The facts of the present Appeal are different from the facts of Appeal No. 66/2022. In the present Appeal, the checking of the premises of the Appellant was done on its verbal request and the official of the Respondent verified that

the premises were being used for the purposes of Marriage Palace only. Thereafter, the Respondent approved the Tariff of 'Marriage Palaces' for billing the Appellant. The Notice No. 246 dated 16.02.2023 for ₹ 5,08,755/-, on account of difference of fixed charges levied @ 25% instead of 80% for the period from 01.10.2021 to 22.11.2022, is quashed. The Appellant be allowed the Tariff of 'Marriage Palaces' w.e.f. from 01.10.2021 onwards. However, no interest is allowed to the Appellant in this regard.

6. Decision

As a sequel of above discussions, the order dated 14.07.2023 of the CCGRF, Ludhiana in Case No. CF-069/2023 is amended to the extent that the Notice No. 246 dated 16.02.2023 for ₹ 5,08,755/-, on account of difference of fixed charges levied @ 25% instead of 80% for the period from 01.10.2021 to 22.11.2022, is quashed. The Appellant be allowed the Tariff of 'Marriage Palaces' w.e.f. from 01.10.2021 onwards. However, no interest be allowed to the Appellant in this regard.

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, 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.

September 01, 2023
S.A.S. Nagar (Mohali).

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

