

**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. 23/2022**

**Date of Registration : 09.05.2022**

**Date of Hearing : 23.05.2022**

**Date of Order : 23.05.2022**

**Before:**

**Er. Gurinder Jit Singh,  
Lokpal (Ombudsman), Electricity, Punjab.**

**In the Matter of:**

Sh. Kuljit Singh,  
Plot No. 91-F,  
South City, Ludhiana.

**Contract Account Number: 3005305312 (DS)**  
...Appellant

Versus

Addl. Superintending Engineer,  
DS Aggar Nagar (Spl.) Division,  
PSPCL, Ludhiana.

...Respondent

**Present For:**

Appellant: 1- Sh. Sukhminder Singh,  
Appellant's Representative.  
2- Sh. Kuljit Singh,  
Appellant.

Respondent : Er. Daljit Singh,  
Addl. SE/ DS Aggar Nagar (Spl.) Division,  
PSPCL, Ludhiana.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 31.03.2022 of the Consumer Grievances Redressal Forum (Forum), Ludhiana in Case No. CGL-376 of 2021, deciding that:

*“The defaulting amount of account no. 3002505538 in the name of Sh. Amrish Agarwal transferred to the other account no. 3005305312 in the name of Sh. Kuljeet Singh in the bill issued on dated 03.04.2021 being of same premises, is correct & recoverable in line with the instruction issued by Office of CE/Commercial Patiala, memo no. 29/33/DD/SR-103 dated 14.01.2021.”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 09.05.2022 i.e. within the period of thirty days of receipt of the decision dated 31.03.2022 of the CGRF, Ludhiana in Case No. CGL-376 of 2021, received by the Appellant on 10.04.2022. The Appellant deposited the full disputed amount. Therefore, the Appeal was registered on 09.05.2022 and copy of the same was sent to the Addl. SE/ DS Aggar Nagar (Spl.) Division, PSPCL, Ludhiana for sending written reply/ parawise comments with a copy to the office of the CGRF, Ludhiana under intimation to the

Appellant vide letter nos. 422-24/OEP/A-23/2022 dated 09.05.2022.

### **3. Proceedings**

With a view to adjudicate the dispute, a hearing was fixed in this Court on 23.05.2022 at 12.00 Noon and an intimation to this effect was sent to both the parties vide letter nos. 455-56/OEP/A-23/2022 dated 18.05.2022. 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 alongwith 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 DS Category Connection, bearing Account No. 3005305312 with sanctioned load of 19.00 kW

under DS Sub Division-T (Unit-1), of DS Aggar Nagar (Spl.) Division, PSPCL, Ludhiana in his name.

- (ii) The Appellant purchased Plot No. 91-F at South City, Ludhiana from Sh. Balwinder Singh and started construction of building by obtaining temporary connection bearing A/c No. 3005088125. After construction of building, the Appellant applied for regular DS connection of 19.00 kW by depositing ACD/SCC on 30.10.2020. The regular DS connection bearing A/c No. 3005305312 was released to the Appellant.
- (iii) After release of new DS connection to the Appellant, the reading of the meter was taken every month and the bills as raised by the department from time to time, on the basis of measured consumption were paid up to 3/2021. However, in the energy bill issued on 03.04.2021, an amount of ₹ 2,30,566/- was charged as Sundry Charges. On enquiry, the concerned office explained that this amount of ₹ 2,30,566/- related to Sh. Amrish Agarwal (A/c No. 3002505538) and the same had been charged to the Appellant on the basis of LCR dated 27.02.2021.
- (iv) The Appellant requested for withdrawal of unjustified amount and rectification of bill. However, the bill was not rectified and outstanding amount, including ₹ 2,30,566/- charged in the energy bill issued on 03.04.2021, accumulated to ₹ 4,35,590/-

as per bill issued in 8/2021. The Appellant then deposited the entire amount of current bills, excluding disputed amount, alongwith 20% of the disputed amount on 31.08.2021 and filed petition before CGRF, Ludhiana (Case No. 376/2021) to seek justice.

- (v) However, the CGRF vide final order dated 31.03.2022 decided the case against the Appellant. The decision of CGRF was against the Instruction Nos. 91 & 92 of ESIM, arbitrary, without deliberations on submissions as per petition, wrong and non-speaking. The Appellant was not satisfied with the decision of the Forum. Therefore, the present appeal was filed.
- (vi) The DS connection bearing A/c No. 3005305312 was altogether separate connection and had nothing to do with Sh. Amrish Agarwal (A/c No. 3002505538). The Appellant was not aware as to when and where the connection of A/c No. 3002505538 was released, how such a huge amount of ₹ 2,30,566/- relating to a DS connection got accumulated, the period to which amount related and when it had been permanently disconnected. The concerned office had not raised any objection when the new connection was applied after completion of construction and regular DS connection bearing A/c No. 3005305312 was released to the Appellant.

(vii) It was brought out that Instruction Nos. 91-92 of ESIM were relevant with disconnection of supply against non-payment of energy bills, intimation to SDM/Tehsildar regarding amount to be paid by the defaulting consumer to PSPCL and filing of recovery suit against the defaulting consumer but nowhere it was prescribed that defaulting amount of other consumer can be transferred to any running and altogether separate connection of PSPCL. Therefore, it was the duty of the concerned office to disconnect the supply of A/c No. 3002505538 of Sh. Amrish Agarwal immediately as per above instructions against non-payment of energy bills instead of allowing the defaulting consumer to keep on using electricity supply and waiting for accumulation of amount to the extent of ₹ 2,30,566/- which might be relating to several years. Further, the Respondent was required to file recovery suit against defaulting consumer, Sh. Amrish Agarwal (A/c No. 3002505538).

(viii) The Respondent in its reply to the Forum only mentioned that disputed amount of ₹ 2,30,566/- related to Sh. Amrish Agarwal (A/c No. 3002505538) and the same had been charged to the Appellant on the basis of LCR dated 27.02.2021, as connection of Appellant existed in the same premises where defaulting

amount was outstanding. The Respondent had not quoted any rule/regulation under which the defaulting amount of other consumer had been transferred to the Appellant after a long period from the date of release of connection.

- (ix) The reply of Respondent was not forthcoming on all the points raised. Further, the Respondent had not given any detail of accumulated defaulting amount against A/c No. 3002505538 and the reasons as to why recovery suit against defaulting consumer, Sh. Amrish Agarwal, had not been filed as per ESIM Instruction Nos. 91-92. It was also brought to the notice of the Forum that the reply submitted by the Respondent against law points raised by the Appellant and also in view of directions of the Forum in proceedings dated 07.01.2022 was not only incomplete but superfluous, irrelevant and ridiculous also. If any weightage was given to such an irrelevant reply, then the Respondent might violate rules/instructions every time and found escape with superfluous reply.
- (x) It was also brought to the notice of the Forum that in the recent case titled Amit Yadav V/s PSPCL, relating to transfer of defaulting amount to other consumer, the Hon'ble Court vide order dated 03.12.2021 dismissed the claim of recovery of amount by referring to various judgments of Hon'ble Supreme

Court of India. The Hon'ble Court in its order dated 03.12.2021 held that ***“Defendants (PSPCL) would be at liberty to recover the due amount from the person who is liable to pay the same i.e. previous owner namely Jaswinder Pal Singh or any other person/entity, as per law”***. The above judgment of the Court was based on various judgments of Hon'ble Supreme Court of India, as such, it was pleaded before the Forum that the Respondent may kindly be directed to recover the amount from the previous owner, Sh. Amrish Agarwal and defaulting amount charged to the Appellant may please be quashed.

- (xi) However, the Forum did not deliberate on all the above submissions of the Appellant and passed arbitrary, wrong and non-speaking Final Order dated 31.03.2022 which was against the Instruction Nos. 91 & 92 of ESIM and above order dated 03.12.2021 of Hon'ble Court.
- (xii) The Forum in its decision referred to instructions issued by the office of CE/Commercial, Patiala vide Memo No. 29/33/DD/SR-103 dated 14.01.2021, however probably did not properly interpret these instructions. As far as the Appellant was concerned, he was not aware that any defaulting amount against Sh. Amrish Agarwal (A/c No. 3002505538) was outstanding. As such, he first applied temporary connection

bearing A/c No. 3005088125 and then after construction of building, applied for regular DS connection of 19.00 kW SL bearing A/c No. 3005305312 and the same was released to the Appellant. As per instructions issued vide above mentioned Memo No. 29/33/DD/SR-103 dated 14.01.2021, the previous owner was required to clear the dues up to final reading. Further, in case of failure of previous owner to clear the dues, the concerned office was required to ensure that no new connection was given to the defaulting consumer at any other premises. The Forum did not ensure compliance of these instructions by the Respondent before passing the Final order. In all probability, the defaulting consumer, Sh. Amrish Agarwal might have obtained new connection at some other premises because nobody can remain without electricity for a longer period. The temporary and regular connections were released to the Appellant without any objection.

- (xiii) The Forum did not obtain details of accumulated defaulting amount against A/c No. 3002505538 and the valid reasons for non-disconnection of supply against non-payment of bills and reasons as to why recovery suit against defaulting consumer, Sh. Amrish Agarwal had not been filed as per ESIM Instruction Nos. 91 & 92. The accumulated defaulting amount of

₹ 2,30,566/- might be due to average/N-code billing which may require adjustment as per Final reading. The Forum relied only on incomplete, irrelevant and superfluous reply of the Respondent while passing judgment against the Appellant.

(xiv) In the case of Sh. Harvinder Singh, Case No. CGL-065 of 2019, the CGRF, Ludhiana vide order dated 12.04.2019 decided that defaulting amount relating to other consumer, Sh. Sardara Singh, charged to the Petitioner, Sh. Harvinder Singh S/o Sardara Singh, was not recoverable. The Forum in Case No. CGL-065/2019 also observed that *“as per the Accounts statement of Sh. Sardara Singh, the consumer had not deposited any bill since August 2013 onwards and the cheque which was deposited against the account of Sh. Sardara Singh for Rs. 51990/- in the month of Sept/2014 was dishonored by the bank except Rs. 8867/- deposited during the month of March/2015. The Department did not take any action against the consumer to recover the amount or to disconnect the supply for the reason best known to the office of Respondent”*.

(xv) However, in the present case, the Forum altogether ignored that the Respondent also did not take any action to recover the defaulting amount from Sh. Amrish Agarwal by filing recovery suit or by disconnecting the supply of the consumer against

non-payment and allowed accumulation of huge defaulting amount of ₹ 2,30,566/-. Had the Respondent taken timely action to disconnect the supply against non-payment or had filed recovery suit as per ESIM Instruction Nos. 91 & 92, then there was no question of present dispute. Thus, there was clear lapse on the part of the Respondent's office for which the Appellant had been penalized.

(xvi) Similarly, in the case of Sh. Puneet Singh, Case No. CG-42 of 2014, the CGRF, Patiala vide order dated 12.06.2014 decided that defaulting amount relating to previous owner/ other consumer was not recoverable from the Petitioner/ present owner, Sh. Puneet Singh.

(xvii) In view of position explained above, the Appellant requested that Appeal may be allowed and final order dated 31.03.2022 of the Forum may kindly be quashed on the principle of natural justice and fairness.

**(b) Submissions made in the Rejoinder:**

In its Rejoinder to the written reply of the Respondent, the Appellant reiterated the same facts as already submitted in the Appeal and requested that Appeal may be allowed and final order dated 31.03.2022 of the Forum may kindly be quashed on the principle of natural justice and fairness.

**(c) Submission during hearing**

During hearing on 23.05.2022, 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 connection bearing Account No. 3005305312 in the name of Sh. Kuljit Singh was installed at 91-F, South City, Ludhiana. The Appellant was the purchaser of a property.
- (ii) As per Regulation 30.15 of Supply Code-2014, the purchaser of a property was liable for all charges due with respect to the property found subsequently recoverable. In the present case, the balance due amount of ₹ 2,30,566/- of A/C No. 3002505538 in the name of Sh. Amrish Agarwal, which was earlier installed at the same property i.e. F-91 South City, Ludhiana was recoverable from A/C No. 3005305312 as per Regulation 30.15 of Supply Code-2014.
- (iii) The Respondent further submitted that the JE handling the new GSC connection and the defaulting amount recovery were different due to which the new connection might have been got

installed without the payment of dues of previous connection. However, the area JE flagged the outstanding amount vide LCR No. 22/2321 dated 27.02.2021.

- (iv) The recovery of the pending arrears from the purchaser of property was envisaged in Regulation 30.15 of Supply Code-2014. The recovery of outstanding dues through recovery suit was time taking and eventually the execution had to be filed on current owner/ property. ESIM Instruction No. 92.1 envisages making all out efforts to recover the defaulting amount.
- (v) In the case of Amit Yadav as quoted by the Appellant, the Court had stayed the recovery and not dismissed the claim of the PSPCL. Also, the ratio of the case was different from the present case.
- (vi) The detailed consumption data and account statement showing the accumulation of defaulting amount were submitted before the Forum and the Forum had decided the case on merit. The same had been submitted to the Hon'ble Court of Ombudsman.
- (vii) The ratio of cases quoted by the Appellant might not be same as the current case and had been decided by the Forum as per merits of the case. The judgments were not applicable to the case in hand.

- (viii) It was contended by the Appellant that he bought the plot from Sh. Balwinder Singh. The connection could have been released in the name of Shri Amrish Agarwal as Tenant or General Power of Attorney.
- (ix) The Appellant had not provided any record of previous registries prior to 2018 of this premises. The A & A Form pertaining to Account No. 3002505538 was not available in the Respondent's office due to fire in the record room in year 2015.
- (x) It was not admitted that the connection of Sh. Amrish Agarwal was released in the vacant plot. As per concerned JE, the connection was not released in the vacant plot.
- (xi) The account of Sh. Amrish Agarwal was closed in SAP system on 26.08.2021 as the meter was not found at site as per LCR No. 22/2321 dated 27.02.2021. The possibility of meter theft or meter being removed/ destroyed by the previous owner on his own will to evade the bill could not be ruled out.
- (xii) As per SAP record, the connection of Sh. Amrish Agarwal was released in year 2000 and the consumer case was not available in this office due to fire in record room in year 2015. The sale purchase deeds of the property from year 2000 to 2018 were not available in the Respondent's office. However, Sh. Kuljit Singh, being the current owner/ purchaser of property, was

liable to pay the dues as per Supply Code Regulation No. 30.15.

**(b) Submission during hearing**

During hearing on 23.05.2022, the Respondent reiterated the submissions made in the written reply to the Appeal and prayed for the dismissal of the Appeal. However, the Respondent failed to produce the Consumer Case of Shri Amrish Agarwal. He could not establish any link between the Appellant and Sh. Amrish Agarwal on the basis of documentary evidence.

**5. Analysis and Findings**

The issue requiring adjudication is the legitimacy of the amount of ₹ 2,30,566/- charged to the Appellant in his bill dated 03.04.2021 on account of defaulting amount pertaining to A/c No. 3002505538 of Sh. Amrish Agarwal.

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

- (i) The Appellant's Representative (AR) reiterated the submissions made by the Appellant in the Appeal. He pleaded that the Appellant had nothing to do with Sh. Amrish Agarwal (A/c No. 3002505538) as he purchased the Plot No. 91-F from Sh. Balwinder Singh. The Appellant was not aware as to when and

where the connection of A/c No. 3002505538 in the name of Sh. Amrish Agarwal was released, how such a huge amount of ₹ 2,30,566/- relating to DS connection got accumulated, the period to which amount related, when it had been permanently disconnected etc. He pleaded that the accumulated defaulting amount of ₹ 2,30,566/- might be due to average/N-code billing which may require adjustment as per Final reading. He further pleaded that Instructions Nos. 91 & 92 of ESIM were relevant with disconnection of supply against non-payment of energy bills, intimation to SDM/Tehsildar regarding amount to be paid by the defaulting consumer to PSPCL and filing of recovery suit against the defaulting consumer but nowhere it was prescribed that defaulting amount of other consumer can be transferred to any running and altogether separate connection of PSPCL. Therefore, it was the duty of the concerned office to disconnect the supply of A/c No. 3002505538 of Sh. Amrish Agarwal immediately as per above instructions against non-payment of energy bills instead of allowing the defaulting consumer to keep on using electricity supply and waiting for accumulation of amount to the extent of ₹ 230566/- which might be relating to several years. Further, the Respondent was required to file recovery suit against defaulting consumer, Sh.

Amrish Agarwal (A/c No. 3002505538). The Respondent had not given any detail of accumulated defaulting amount against A/c No. 3002505538 and the reasons as to why recovery suit against defaulting consumer, Sh.Amrish Agarwal, had not been filed as per ESIM Instructions Nos. 91 & 92. The Forum also did not obtain any details of accumulated defaulting amount against A/c No. 3002505538 and the valid reasons for not disconnecting the supply against non-payment of bills and reasons as to why recovery suit against defaulting consumer, Sh. Amrish Agarwal had not been filed as per ESIM Instructions Nos. 91 & 92. The decision of the Forum was contrary to the Instructions Nos. 91 & 92 of ESIM. He pleaded that, in the recent case titled Amit Yadav V/s PSPCL, relating to transfer of defaulting amount to other consumer, the Hon'ble Court vide order dated 03.12.2021 dismissed the claim of recovery of amount by referring to various judgments of Hon'ble Supreme Court of India. He further cited that in the case of Sh. Harvinder Singh, Case No. CGL-065 of 2019, the CGRF, Ludhiana vide order dated 12.04.2019 decided that defaulting amount relating to other consumer, Sh. Sardara Singh, charged to the Petitioner, Sh. Harvinder Singh S/o Sardara Singh, was not recoverable. Similarly, in the case of

Sh. Puneet Singh, Case No. CG-42 of 2014, the CGRF, Patiala vide order dated 12.06.2014 decided that defaulting amount relating to previous owner/ other consumer was not recoverable from the Petitioner/present owner, Sh. Puneet Singh. But, in the present case, the Forum ignored the above judgments and passed arbitrary, wrong and non-speaking order. He further pleaded that as per instructions issued by the CE/Commercial, PSPCL vide Memo No. 29/33/DD/SR-103 dated 14.01.2021 which was quoted by the Forum in its decision, the previous owner was required to clear the dues up to Final reading. Further, in case of failure of previous owner to clear the dues, the concerned office was required to ensure that no new connection was given to the defaulting consumer at any other premises. The concerned office had not raised any objection when the Temporary Connection bearing A/c No. 3005055125 was released to the Appellant on 04.12.2018 for construction and after completion of construction, regular DS connection bearing A/c No. 3005305312 was released to the Appellant on 12.12.2019. The Forum did not interpret these instructions properly and wrongly decided the case against the Appellant. The AR requested that the Appeal may be allowed and final

order dated 31.03.2022 of the Forum may kindly be quashed on the principle of natural justice and fairness.

- (ii) On the other hand, the Respondent controverted the pleas raised by the Appellant in its Appeal and reiterated the submissions made by the Respondent in the written reply. The Respondent argued that as per Regulation 30.15 of Supply Code-2014, the purchaser of a property was liable for all charges due with respect to the property found subsequently recoverable. In the present case, the balance due amount of ₹ 2,30,566/- of Account No. 3002505538 in the name of Sh. Amrish Agarwal, which was earlier installed at the same property i.e. F-91 South City, Ludhiana was recoverable from Account No. 3005305312 as per Regulation 30.15 of Supply Code-2014. The recovery of outstanding dues through recovery suit was time taking process and eventually the execution had to be filed on current owner/property. The detailed consumption data and account statement showing the accumulation of defaulting amount were submitted before the Forum and the Forum had decided the case on merit. It was contended by the Appellant that he bought the plot from Sh. Balwinder Singh. The connection could have been released in the name of Sh. Amrish Agarwal as Tenant or General Power of Attorney. The A & A Form pertaining to Account No.

3002505538 was not available in the Respondent's office due to fire in the record room in year 2015. The meter of Sh. Amrish Agarwal was closed in SAP system on 26.08.2021 as the meter was not found at site as per LCR No. 22/2321 dated 27.02.2021. The possibility of meter theft or meter being removed/ destroyed by the previous owner on his own will to evade the bill could not be ruled out. As per SAP record, the connection of Sh. Amrish Agarwal was released in year 2000 and the consumer case was not available in the office due to fire in record room in year 2015. The sale purchase deeds of the property from year 2000 to 2018 were not available in the Respondent's office. However, Sh. Kuljit Singh, being the current owner/ purchaser of property, was liable to pay the dues as per Supply Code Regulation No. 30.15.

(iii) The Forum in its order dated 31.03.2022 observed as under:

*"Forum observed that the connection of account no. 3002505538 in the name of Sh. Amrish Agarwal was checked by the Respondent vide LCR no. 2321 dated 27.02.2021 and reported that, Meter of Amrish Agarwal is not at site. Another connection in the name of Sh. Kuljeet Singh (the Petitioner) having a/c no. 3005305312 is running in the same premises. On the basis of this report, Respondent transferred the defaulting of Sh. Amrish Agarwal, amounting Rs. 230566/- to the account of the Petitioner being same premises and charged in his monthly bill issued on dated 03.04.2021. Petitioner was not satisfied with this amount charged to him of other account and filed his case in the Forum.*

*Petitioner in hearing asked Respondent reason of releasing new connection at a premise where defaulting amount is outstanding to which Respondent replied that new applied connection was in different*

*name and also JE releasing connection under GSC is different then the area JE. Petitioner also asked Respondent reason for charging outstanding amount of another account to petitioner's account. Respondent submitted reply that petitioner's account was charged as per regulation 92.1 of ESIM-2018. Petitioner further asked how such a huge defaulting amount accumulated to which Respondent replied that recovery of defaulting amount is affected by severe staff shortage due to which the only priority for field staff is to maintain continuity of supply.*

*From the above Forum is of the opinion that, as the defaulting amount relates to same premises, therefore the amount of Rs. 230566/- charged is correct & recoverable.*

*Keeping in view the above, Forum came to the unanimous conclusion that the amount of Rs. 230566/- charged is correct & recoverable."*

- (iv) 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 23.05.2022. The Appellant had pleaded in his Appeal that he had purchased the plot No. 91-F from Sh. Balwinder Singh and he did not know anything about Sh. Amrish Agarwal. He was not aware as to why, when and where the connection of A/c No. 3002505538 was released in the name of Mr. Amrish Agarwal. The Respondent was asked by this Court to produce the documentary evidence to establish the link between the Appellant & Sh. Amrish Agarwal, but the Respondent failed to produce any documentary evidence in this regard. The Respondent did not produce the A&A Form signed by Sh. Amrish Agarwal and replied that the connection could have

been released in the name of Shri Amrish Agarwal as Tenant or General Power of Attorney. This shows that the Respondent had not acted wisely and penalized the Appellant only on the basis of assumptions without obtaining required documents to establish any link between the Appellant & Shri Amrish Agarwal. The Respondent argued that the Appellant, being the current owner/ purchaser of the property, was liable to pay the dues as per Regulation 30.15 of Supply Code-2014 which is reproduced below:-

*“30.15 In case of transfer of property by sale/inheritance, the purchaser/ heir shall be liable to pay all charges due with respect to such property and found subsequently recoverable from the consumer.”*

This Court is of the opinion that since the Respondent had charged ₹ 2,30,566/- to the Appellant which was pertaining to Sh. Amrish Agarwal, so the onus to prove that the Appellant either purchased or inherited the property from Sh. Amrish Agarwal was on the Respondent. But the Respondent failed to provide any documentary evidence before this Court to prove that the Appellant had purchased the property from Shri Amrish Agarwal. Rather the Appellant had submitted proof that he had acquired/ purchased the property from someone else

where the existing connection is now running. As such, the dues of Sh. Amrish Agarwal are not recoverable from the Appellant as per Regulation 30.15 of Supply Code-2014.

- (v) I observed that the addresses of Sh. Amrish Agarwal and the Appellant were different in the records of the Respondent. When the Respondent was asked to produce any documentary proof to prove that the meter of Sh. Amrish Agarwal was installed at the same premises of the Appellant, the Respondent failed to produce any concrete documentary proof in this regard also.
- (vi) When this Court asked the Respondent about the copy of affected PDCO, ME Lab Report and DDL of the meter removed on PDCO of A/c No. 3002505538 of Sh. Amrish Agarwal, the Respondent admitted that the account of Sh. Amrish Agarwal was closed in SAP system on 26.08.2021, without physically affecting the PDCO, as the meter was not found at site as per LCR No. 22/2321 dated 27.02.2021. The meter reading record of A/c No. 3002505538 in SAP billing system shows that regular progressive billing was being done on 'O' Code till 10.02.2017 when the reading was 5501 units, after that the reading remained as 5501 units on 'O' Code till 14.06.2018. After that, mostly the billing was done on 'N'

Code, but the connection was closed on 26.08.2021 with final reading as 21600 units on 'O' Code. When the Respondent was asked under which regulation the connection was closed when the meter was not traceable, he did not reply satisfactorily. The Chronology of account of connection No. 3002505538 provided by the Respondent shows that the last payment was made on 22.08.2016 and after that most of the billing was done on 'N' Code with few 'O' Code readings. This shows sheer negligence on the part of the meter reader/ meter reading agency and strict action should be taken against them. The amount outstanding after payment on 22.08.2016 was only ₹ 110/- which was allowed to increase up to ₹ 2,30,566/- on 02.03.2021 which was then transferred to the Account No. 3005305312 of the Appellant on 05.03.2021. The Respondent failed to explain why the connection was not disconnected due to non- payments of electricity bills for a very long period (About five years).

- (vii) Also, the AR had submitted that after purchasing plot No. 91-F in Nov,2018, the Appellant applied for Temporary connection from the Respondent for the construction of house and Temporary Connection bearing Account No. 3005088125 was released to him on 04.12.2018. After completion of

construction, the regular DS Connection with A/c No. 3005305312 was released on 12.12.2019. The concerned office of the Respondent had not raised any objection when the Temporary Connection ( A/c No. 3005055125 ) was released to the Appellant on 04.12.2018 for construction and after completion of construction, regular DS connection bearing A/c No. 3005305312 was released to him on 12.12.2019. This Court agreed with this contention of the Appellant and the information was sought from the Respondent that how the connection was released to Sh. Amrish Agarwal on a vacant plot as the Appellant claimed that he bought the plot in Nov,2018 and got the building constructed thereafter. The Respondent was also asked to explain why the Temporary connection was released to the Appellant on 04.12.2018 when already regular DS connection was running in the same premises in the name of Sh. Amrish Agarwal and moreover the already running connection was a defaulter. The Respondent failed to provide any satisfactory reply on both these issues also.

- (viii) Keeping in view the above, this Court is of the view that the defaulting amount of ₹ 2,30,566/- pertaining to Account No. 3002505538 of Sh. Amrish Agarwal is not recoverable from the

Appellant. However, the Respondent is at liberty to recover this defaulting amount from Sh. Amrish Agarwal or any other person as per law/regulations. This Court is not inclined to agree with the decision dated 31.03.2022 of the Forum in Case No. CGL-376 of 2021.

- (ix) The Respondent had failed to produce the Consumer Case file of Shri Amrish Agarwal. The Respondent was supposed to create duplicate Consumer Case if the original file was burnt / missing.
- (x) The Respondent failed to disconnect the Connection of Shri Amrish Agarwal for about five years due to non-payment of electricity bills which is a very serious lapse resulting into increase in defaulting amount.
- (xi) No action has been taken by the Respondent in respect of missing meter of Shri Amrish Agarwal.

## **6. Decision**

As a sequel of above discussions, the order dated 31.03.2022 of the CGRF, Ludhiana in Case No. CGL-376 of 2021 is hereby quashed. The defaulting amount of ₹ 2,30,566/- pertaining to Account No. 3002505538 of Sh. Amrish Agarwal is not recoverable from the Appellant. However, the Respondent is at

liberty to recover this amount from Shri Amrish Agarwal or any other person as per law/ regulations.

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.

May 23, 2022  
S.A.S. Nagar (Mohali)

(GURINDER JIT SINGH)  
Lokpal (Ombudsman)  
Electricity, Punjab.