

**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. 43/2022

Date of Registration : 22.08.2022
Date of Hearing : 29.08.2022/ 15.09.2022
Date of Order : 15.09.2022

Before:

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

In the Matter of:

M/s. V.N.Sharma Builders Pvt. Ltd.,
Charanji Enclave,
Ambala-Chandigarh Highway,
Zirakpur.

Contract Account Number: 3007510384 (DS)

...Appellant

Versus

Addl. Superintending Engineer,
DS Division, PSPCL,
Zirakpur.

...Respondent

Present For:

Appellant: Er. K.D.Parti,
Appellant's Representative.

Respondent : 1. Er. H.S.Oberai,
Addl. Superintending Engineer,
DS Division, PSPCL,
Zirakpur.
2. Er. Harinder Singh,
Addl. SE/ Tech. Audit,
PSPCL, Mohali.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 21.07.2022 of the Corporate Consumer Grievances Redressal Forum, Ludhiana in Case No. TP-138 of 2022, deciding that:

“After going through the case, Forum observed that dispute pertains to the year 2016, hence is older than 2 years and the Petitioner has never approached any authority within two years and filed this Petition in CGRF on dated 20.12.2021. Therefore, same cannot be considered being time barred as per regulation 2.9.1 (i) of PSERC (Forum & Ombudsman) (2nd Amendment) Regulations, 2021. The present petition is dismissed being not maintainable.”

2. Registration of the Appeal

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 22.08.2022 i.e. within the period of thirty days of receipt of the decision dated 21.07.2022 of the CCGRF, Ludhiana in Case No. TP-138 of 2022 by the Appellant on 24.07.2022. The requisite 40% of the disputed amount was not required to be deposited in this case as it was a refund case. Therefore, the Appeal was registered on 22.08.2022 and copy of the same was sent to the Addl. SE/ DS

Division, PSPCL, Zirakpur for sending written reply/ parawise comments with a copy to the office of the CCGRF, Ludhiana under intimation to the Appellant vide letter nos. 900-902/OEP/A-43/2022 dated 22.08.2022.

3. Proceedings

With a view to adjudicate the dispute, a hearing was fixed in this Court on 29.08.2022 at 11.30 AM and intimation to this effect was sent to both the parties vide letter nos. 908-909/OEP/A-43/2022 dated 23.08.2022. Both the parties were heard and copies of the Proceedings were sent to both the parties vide Memo No. 937/38/OEP/A-43/2022 dated 29.08.2022 which are as under:-

“Both the parties agreed on 09.01.2015 as date of release of connection to the Appellant. The Respondent submitted that a new 11 kV Feeder was proposed for issuing new connection to the Appellant, for which Estimate No. 43033 amounting to ₹ 56,41,993/- was approved. The Appellant deposited ₹ 56,94,313/- vide BA 16 No. 10/6648 against this Estimate. He told this Court that the PSPCL incurred ₹ 56,13,782/- against this Estimate. He produced the copy of IWR to support his submissions.

But the Appellant’s Representative (AR) pleaded that the IWR was wrong as no new 11 kV Feeder was ever erected by the PSPCL for releasing the connection to the

Appellant. He pleaded that the Respondent released the connection to the Appellant from the existing Jaipuria Overhead Feeder from the very beginning. The AR demanded for the enquiry of the same by an independent agency to which the Respondent agreed.

As such, this Court has decided to get the matter probed from the ASE/ Sr. Xen, Technical Audit, Mohali. The matter required to be probed is whether the material, labour, transport cost etc. as shown in the IWR was actually incurred at site to erect a new 11 kV Feeder for releasing connection to the Appellant or not.

ASE/ Sr. Xen, Technical Audit, Mohali is directed to probe the said matter after hearing the grievances of the Appellant within 10 days. ASE, DS Division, Zirakpur is directed to provide all the required documents/support to the probing agency.

The next date of hearing in this case is fixed for **13.09.2022 at 11.30 AM**. Both the parties and ASE/ Sr. Xen, Technical Audit, Mohali are directed to attend the Court on said date and time. As scheduled, the hearing was held in this Court and arguments of both the parties were heard”.

Next date of hearing was changed to 15.09.2022 in place of 13.09.2022. The arguments were heard on 15.09.2022. The report of Addl. SE/ Tech. Audit, Mohali submitted vide memo No. 329 dated 13.09.2022 was taken on record.

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/ Single Point Connection, bearing Account No. 3007510384 with sanctioned load of 3201.150 kW/ 3605 kVA.
- (ii) The Appellant had applied for the said connection on 31.03.2014 and a demand notice no. 56 dated 29.04.2014 was issued to him, wherein, a demand of ₹ 56,41,993/- was raised by the Respondent. The connection was proposed to be released by erecting a new independent feeder and hence such a hefty amount was demanded by the Respondent.
- (iii) In compliance of the demand notice, the Appellant deposited the amount of ₹ 56,41,993/- for release of connection as

proposed by the Respondent by erecting a new 11 kV independent feeder. The connection was not released as per the terms proposed by the Respondent i.e. by erecting an independent feeder but from an existing feeder through 35mm Square 150 meter HT cable, catering to several other societies. This resulted in frequent power interruptions and inconvenience to the residents of the Society.

- (iv) While releasing the connection of the Appellant, the Respondent only incurred a fraction of the amount, as only 35mm Square 150 metre HT cable was provided for release of connection against the provision of 11 kV independent feeder, the entire amount of which was demanded from and deposited by the Appellant. Now, since over 7 years have already elapsed and the Respondent had not taken any action for erection of new 11 kV independent feeder for providing supply to the Appellant. As such, the excess amount retained by the Respondent should be refunded alongwith interest as per the provisions of the Supply Code.
- (v) The Appellant made a representation dated 15.11.2021 before the Chief Engineer/ DS (South), PSPCL, Patiala for redressal of the matter, however, no response was received or opportunity was provided to the Appellant.

(vi) As per Regulation 9.3.6 of the Supply Code 2014, after execution of work of electric line or electrical plant, in event of Security (works)/ Service Charges being in excess of the recoverable amount, the excess of amount shall be determined by the Respondent department within 60 days from the date of release connection. In case the Respondent fail to do so, they shall be liable to pay interest on the excess amount @ twice the SBI's base rate (on 1st April of the relevant year) + 2% for the period delayed beyond 60 days of the date of release connection until its realization. The said Regulation had been reproduced herein below:-

“9.3.6 After execution of work of the electric line or electrical plant as the case may be, the distribution licensee shall be entitled to demand from the applicant the total amount of expenditure actually incurred (recoverable amount) and adjust Security (works) against such recoverable amount. In the event of Security (works) being in excess of the recoverable amount, the excess amount shall be determined by the distribution licensee within sixty (60) days from the date of release of connection and refunded by adjustment against electricity bills of the immediately succeeding months. In case the distribution licensee fails to refund the excess amount and adjust it against electricity bills of the immediately succeeding

months, the distribution licensee shall be liable to pay interest on the excess amount at twice SBI's Base Rate prevalent on first of April of the relevant year plus 2% for the period of delay beyond sixty (60) days of the date of release of connection till the excess amount is adjusted. The amount of such interest shall be adjusted against the electricity bills thereafter.”

- (vii) In terms of the aforementioned Regulation, the Respondent had failed to determine the excess amount paid by the Appellant as per the demand notice and had promptly retained the said amount, violating the mandate of the said Regulation. As such, the Respondent was liable to refund the excess amount paid by the Appellant with interest in terms of the aforementioned Regulation.
- (viii) The Appellant had filed a Petition before the CCGRF, which was registered vide Case No. TP-138/2022. However, the Forum arbitrarily and mechanically dismissed the Petition vide order dated 21.07.2022 on technical terms, without going into the merits of the case. The Forum not only failed to take into account the fact that the Respondent breached the terms upon which a demand of such a hefty amount was made but they also refused to pay the remaining amount back to the Appellant/ Petitioner. A bare perusal of the aforementioned Regulation

would make it clear that the Respondent, on account of failing to refund the excess amount to the Appellant within the stipulated time period, had retained the excess amount for itself and as such was liable to return the same to the Appellant with interest. This act of the Respondent amounted to a continuous and recurring breach for as long as they retain the excess amount of money paid by the Appellant in violation of the aforementioned Regulation and hence the limitation period commences perpetually. It is pertinent to mention that the Regulation clearly subjects the Respondent to return the excess amount to the consumer, therefore, by failing to do so, the Respondent had violated the aforementioned Regulation and the Appellant cannot be held responsible for it.

- (ix) Furthermore, the Forum vide its impugned order, had also failed to take into account the fact the Respondent are liable to pay a huge amount to the Appellant and his claim and contentions cannot be simply dismissed on technical grounds. The excess amount paid by the Appellant was required to be refunded to him in terms of the aforementioned Regulation, which was his substantive right and claim, which cannot be dismissed on technical ground and without application of judicial mind. It is a well settled principle of Civil Law that

procedure is a handmaiden of justice. Therefore, procedure is to ensure prevalence of justice, however, the Forum had misdirected itself into taking the aid of procedure to defeat the ends of justice. As such, the impugned order passed by the Forum without application of judicial mind is illegal, arbitrary and liable to be set aside.

- (x) Therefore, the Appellant prayed that the excess amount paid by the Appellant in compliance of the demand notice no. 56 dated 29.04.2014 for erection of a new independent feeder, which was never provided by the Respondent, be refunded with interest in terms of Regulation 9.3.6 of the Supply Code 2014.
- (xi) It was further prayed that the Respondent be subjected to place on record the relevant record and details of expenses incurred by them in releasing the connection of the Appellant.

(b) Submission in the Rejoinder

In its Rejoinder to the written reply of the Respondent, the Appellant submitted the following vide e-mail dated 14.09.2022 for consideration of this Court:

- (i) The Appellant stated that it had not got the Power Supply through 11kV overhead cable for which the Appellant had deposited the full cost and this fact was confirmed by Sr. Xen/

Technical Audit, Mohali so appointed for this purpose by this Court.

- (ii) The connection of the Appellant was released on 09.01.2015 whereas VCB was withdrawn from the Store on 30.05.2016 after a period of more than one year from the date of release of connection. The Appellant was informed that work was yet to be completed and the Supply had been energized temporarily from Jaipuria feeder as the connection was being delayed.
- (iii) From the above, it was clear that the Appellant had deposited cost of the 11kV Cable as approved by the CE/ Commercial but its power supply was restored as a temporary measure and it was continuing till date. As such, the power supply should be restored to the Appellant from 11 kV feeder with 11 kV Cable instead of overhead line.
- (iv) The Respondent had submitted the cost calculation, which was incorrect and the Appellant had enclosed the cost of calculation as Annexure-1.
- (v) According to these calculations, ₹ 6,47,338/- had been spent less for the work executed for the Appellant though the supply had not been given to the Appellant from this line, which had been claimed to have been erected for the Appellant.

(vi) The Appellant had prayed for the refund of the amount alongwith interest and further to restore supply through 11 kV overhead cable instead of 11 kV bare conductor.

(c) Submission during hearing

During hearing on 15.09.2022, the Appellant's Representative (AR) reiterated the submissions made in the Appeal as well as in the Rejoinder. The Appellant's Representative pleaded that the calculation of estimate submitted by the Respondent was not correct. He submitted that the Appellant had already paid the cost of CT/ PT separately and the VCB had not been installed. So the cost of these should be excluded from the cost of the work. He prayed that the balance amount be refunded to the Appellant alongwith the interest as per Regulation 9.3.6 of Supply Code, 2014 from 09.01.2015 till the date of refund of the amount and the supply to the Appellant be restored through 11 kV overhead cable instead of 11 kV bare conductor from the original line erected for the Society of the Appellant. He 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 was having a DS Category/ Single Point Connection, bearing Account No. 3007510384 with sanctioned load of 3201.150 kW/ 3605 kVA.
- (ii) To issue a connection to the Appellant, a new 11 kV Feeder was proposed for which Estimate No. 43033 amounting to ₹ 56,41,993/- was approved. The Appellant deposited ₹ 56,94,313/- vide BA 16 No. 10/6648 against this Estimate.
- (iii) The electricity connection for this residential Colony to the Appellant was approved from the newly proposed 11 kV Savitry Green-I Feeder.
- (iv) PSPCL incurred ₹ 56,13,782/- for laying 11 kV independent feeder. The electricity connection for this residential Colony to the Appellant was approved from newly proposed 11 kV Savitry Green-I Feeder.
- (v) Various opportunities were given to the Appellant regarding the dispute including in the Forum but the same was dismissed by the Forum.
- (vi) The total amount deposited by the Appellant in this project was ₹ 56,94,313/- and total expenditure incurred by the department in this project was ₹ 56,13,782/-. However, no representation regarding refund of extra amount had been received in this office till date from the Appellant.

- (vii) The Forum had rightly dismissed the case as per Regulation 2.9.1 (i) of PSERC (Forum & Ombudsman) 2nd Amendment Regulations, 2021 and ESIM Instruction No. 2.25, reproduced as under:-

“The Forum shall entertain only those complaints where the representation is made within 2 years from the date of cause of action in case the complainant approaches the Forum directly or within 2 months from the date of receipt of the orders of respective Dispute Settlement Committee constituted under CCHP.

Provided that the Forum may, for reasons to be recorded in writing, entertain a complaint which does not meet the aforesaid requirements.”

(b) Additional submissions:

The Respondent vide its memos No. 6085 dated 13.09.2022 and no. 6178 dated 14.09.2022 had provided the following information for consideration of this Court: -

- (i) In the IWR, storage and contingency charges were not shown but it had to be recovered from Appellant as per the estimate. In addition to this, 16% Departmental charges were to be levied on all expenses (Material & Labour) but in IWR, it was shown that 16% was levied on material excluding VCB and

CT/ PT meter. The correct calculation of the expenditure was amounting to ₹ 55,22,921/-.

- (ii) Cost of 70 meter 11 kV ABC cable 150mm was deducted from the total expenditure as per certificate given in IWR. Further, as mentioned in IWR, 3 No. wooden reel were drawn against SR No. 61/7721 in which 11kV XLPE cable 150mm was also withdrawn and 8 No. wooden reel were drawn against SR No. 75/7721 in which 11 kV ABC cable 150mm was also withdrawn. Wooden reel were used for storage/ carriage of cable and it was not an item to be installed at site. Further, as per estimate no amount has been charged for wooden reel.
- (iii) Further, the Respondent had intimated vide Memo No. 6178 dated 14.09.2022 that the estimate no. 4303382014-15 for release of electric connection to the Appellant was passed and the material was withdrawn from the Store. After the installation of the material at site, the construction work of the line was completed in 12/2014. This line was constructed by laying of AB Cable 150mm² and the measurement regarding the installation of material was got done by Er. Khushwinder Singh in the IWR. Since there was no provision for installation of VCB at 66kV Bhabat feeder so the cable of this feeder was connected to VCB of Jaipuria feeder by the employees/ officers

of the relevant period. There was manufacturing defect in the said cable so it was getting damaged again and again and there was obstacle in the supply to the consumer. As per the directions of the higher authorities and to provide uninterrupted and hassle free supply to the consumer, 3 Core 35mm² HT cable was laid from 11kV Jaipuria feeder running from Svitri Green Society and the supply to this consumer was restored. AB Cable of 11 kV Astha feeder was laid on 11 metre Poles of 11kV Svitri feeder and that also started getting damaged again and again as was experienced in AB cable of Svitri feeder. Therefore the cable of 11kV Ashtha feeder was also replaced with 100mm² ACSR and 150mm² XLPE cable and in order to deload 11kV Ashta and 11kV Singhpura feeder, 11kV Ambala Road feeder was erected on these poles and therefore ROW of 11kV Svitri feeder on these poles came to an end and mainline of 11 kV Svitri Green feeder was used for Patiala road feeder. Due to bifurcation of feeders, now Svitri Green Society is being fed from 11kV Ramgarh Bhudha (which was energized in 2020) and it was running from 11 kV Simran feeder. Its MDI is 128 Amp. and the length of the line had also shortened.

(c) Submission during hearing

During hearing on 15.09.2022, the Respondent reiterated the submissions made in the written reply to the Appeal as well as in the additional submissions. The Respondent submitted that he would check the calculations of expenditure incurred again and would correct it, if required. He informed the Court that now new 66 kV Grid, Ramgarh Bhuda has been erected which is approximately 1.5 km from the site of the Appellant. Earlier 66 kV Grid was more than 5 kms away from the site of the Appellant. So the electricity supply to the Appellant is presently being given from nearest Grid through 11kV Simran feeder. MDI of the feeder is 129 Amp. and there were 12 to 15 trippings in the month of August, 2022. He further submitted that the maintenance of this feeder will be done after the paddy season on priority as PSPCL is committed to give uninterrupted electricity to the occupants of the Society of the Appellant. He prayed for the dismissal of the Appeal.

5. Analysis and Findings

The issue requiring adjudication is the legitimacy of the claim of the Appellant regarding refund of excess amount of Security

(Works) alongwith interest as per Regulation 9.3.6 of Supply Code-2014.

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

- (i) The Appellant's Representative (AR) reiterated the submissions made in the Appeal/ rejoinder. He pleaded that the Appellant had applied for the DS Single point connection on 31.03.2014 and a demand notice no. 56 dated 29.04.2014 for ₹ 56,41,993/- was issued to it by the Respondent. The connection was proposed to be released by erecting a new independent feeder and hence such a hefty amount was demanded by the Respondent. In compliance of the demand notice, the Appellant deposited the amount of ₹ 56,41,993/- for release of connection as proposed by the Respondent by erecting a new 11 kV independent feeder. However, the connection was not released as per the terms proposed by the Respondent i.e. by erecting an independent feeder but from an existing feeder through 35mm square 150 meter HT cable, catering to several other Societies. This resulted in frequent power interruptions and inconvenience to the residents of the Society. While releasing the connection of the Appellant, the Respondent only incurred a fraction of the amount, as only 35 mm Square 150 meter HT

cable was provided for release of connection against the provision of 11 kV independent feeder, the entire amount of which was demanded from and deposited by the Appellant. The AR pleaded that since over 7 years had already been elapsed and the Respondent had not taken any action for erection of new 11 kV independent feeder for providing supply to the Appellant. As such, the excess amount retained by the Respondent should be refunded alongwith interest as per Regulation 9.3.6 of the Supply Code 2014. Regulation 9.3.6 provided that after execution of work of electric line or electrical plant, in event of Security (works)/ service charges being in excess of the recoverable amount, the excess of amount shall be determined by the Respondent department within 60 days from the date of release connection. In case the Respondent failed to do so, they shall be liable to pay interest on the excess amount at SBI's Base Rate prevalent on 1st of April of the relevant year plus 2% for the period delayed beyond 60 days of the date of release connection until its realization. He argued that the Respondent had failed to determine the excess amount paid by the Appellant as per the demand notice and had promptly retained the said amount, violating the mandate of the said Regulation 9.6.3. As such, the

Respondent was liable to refund the excess amount paid by the Appellant with interest in terms of the aforementioned Regulation. The Appellant had filed a Petition before the CCGRF, which was registered vide Case No. TP-138/2022. However, the Forum arbitrarily and mechanically dismissed the Petition vide order dated 21.07.2022 on technical terms, without going into the merits of the case. He argued that the Forum not only failed to take into account the fact that the Respondent breached the terms upon which a demand of such a hefty amount was made but they also refused to pay the remaining amount back to the Appellant. The Respondent, on account of failing to refund the excess amount to the Appellant within the stipulated time period, had retained the excess amount for itself and as such was liable to return the same to the Appellant with interest. This act of the Respondent amounted to a continuous and recurring breach for as long as they retained the excess amount of money paid by the Appellant in violation of the aforementioned Regulation 9.6.3 and hence the limitation period commenced perpetually. He further argued that the Regulation clearly subjected the Respondent to return the excess amount to the consumer, therefore, by failing to do so, the Respondent had violated the

aforementioned Regulation 9.6.3 and the Appellant cannot be held responsible for it. As such, the impugned order passed by the Forum without application of judicial mind is illegal, arbitrary and liable to be set aside. The AR prayed that the excess amount paid by the Appellant in compliance of the demand notice no. 56 dated 29.04.2014 for erection of a new independent feeder, which was never provided by the Respondent, be refunded with interest in terms of Regulation 9.3.6 of the Supply Code, 2014. It was further prayed that the Respondent be subjected to place on record the relevant record and details of expenses incurred by them in releasing the connection of the Appellant.

- (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 to issue a connection to the Appellant, a new 11kV Feeder was proposed for which Estimate No. 43033 of ₹ 56,41,993/- was approved. The Appellant deposited ₹ 56,94,313/- vide BA16 No. 10/6648 against this Estimate. The total expenditure incurred by the department to issue the connection to the Appellant was ₹ 56,13,782/-. However, no representation regarding refund of extra amount had been

received in this office till date from the Appellant. He further argued that the Forum had rightly dismissed the case as per Regulation 2.9.1 (i) of PSERC (Forum & Ombudsman) (2nd Amendment) Regulations, 2021 and ESIM Instruction No. 2.25. He prayed for the dismissal of the Appeal.

(iii) The Forum in its order dated 21.07.2022 observed as under:

“After going through the case, Forum observed that dispute pertains to the year 2016, hence is older than 2 years and the Petitioner has never approached any authority within two years and filed this Petition in CGRF on dated 20.12.2021. Therefore, same cannot be considered being time barred as per regulation 2.9.1 (i) of PSERC (Forum & Ombudsman) (2nd Amendment) Regulations, 2021.

The present petition is dismissed being not maintainable.”

(iv) I have gone through the written submissions made by the Appellant in the Appeal/ rejoinder, written reply of the Respondent, report of Technical Audit, Mohali as well as oral arguments of both the parties during the hearing on 29.08.2022. It is observed by this Court that as per Clause 8 of the NOC as granted by the Chief Engineer/ Commercial, PSPCL, Patiala to the Appellant, Electricity supply to the colony of the Appellant was to be given by erecting separate 11kV feeder from 66 kV Sub-Station Bhabat and the total cost was to be paid by the Appellant. Accordingly, the estimate for the separate independent feeder was made and the demand notice was issued to the Appellant. The Appellant deposited the amount of

₹ 56,41,993/- as the estimate cost of the independent 11kV feeder. As per the copy of IWR, the material was procured from the store and used for the erection of the independent feeder, but the Appellant's Representative told this Court that the supply to the Appellant is currently running from another feeder and not from the feeder erected separately for them by the PSPCL for which they had deposited such a huge amount. He pleaded that the Respondent had not spent the whole amount deposited on the work.

- (v) The Appellant had pointed out in its Appeal that as per Regulation 9.3.6 of Supply Code, 2014, the Respondent was required to determine the excess amount within 60 days of release of connection and should have refunded it by adjustment against the electricity bills of immediately succeeding months. The Appellant had relied upon Regulation No. 9.3.6 of Supply Code, 2014 for payment of interest in this Appeal Case. Hence, the Respondent is required to determine the amount paid by the Appellant in excess of the actual expenditure incurred by the Respondent for releasing the connection from the existing feeder. This excess amount alongwith the interest on this excess amount should be

refunded to the Appellant as per Regulation 9.3.6 of Supply Code, 2014.

- (vi) This is a clear case of violation of the Supply Code. The Respondent had failed to refund the excess amount as per regulations framed by the PSERC.
- (vii) The Forum also erred in disallowing the refund of excess amount recovered from the Appellant and interest thereon as the provisions contained in the Regulation 9.3.6 of Supply Code, 2014 are very clear. It would be unfair to the Appellant if the refund of excess amount and interest thereon is not allowed in this case. As such, I am not inclined to agree with the decision dated 21.07.2022 of the Forum.
- (viii) This Court observed that the supply to the Appellant was given through the newly erected 11 kV Savitry Green feeder on 09.01.2015 but since there were regular trippings due to fault in the cable, the supply was shifted from 11 kV Savitry Green feeder to 11 kV Jaipuria feeder.
- (ix) At present, the electricity supply is being given through 11kV Simran feeder emanating from the nearest 66 kV Grid at Ramgarh Bhuda and the PSPCL is duty bound to supply uninterrupted electricity to the consumers living in the Society of the Appellant. The Appellant approached the CGRF after

nearly 6 years from the date of release of connection and now the Respondent has erected the new 66 kV Sub Station at Ramgarh Bhuda which is only about 1.5 km from the Society of Appellant as reported by the Respondent. So it is not desirable to shift electricity supply to the Appellant from a Sub Station which is more than 5 km away from the Society. The earlier erected line is now the property of the PSPCL and the Licensee can use the same for the supply to other consumers. So the contention of the AR to give the electricity supply to the Appellant from the original line erected cannot be acceded to. However, the Respondent should ensure that the occupants of the Appellant's society get uninterrupted/ reliable electricity supply as per the Electricity Act, 2003 and regulations of the Commission notified from time to time.

- (x) The Respondent is duty bound to allow refund of excess amount recovered alongwith interest as per Regulation No. 9.3.6 of Supply Code, 2014 as amended from time to time. The interest shall be payable with effect from 09.03.2015 till the payment is made. The corrections may be made in the expenditure incurred on the basis of documents to be supplied by the Appellant to the Respondent.

6. Decision

As a sequel of above discussions, the order dated 21.07.2022 of the CGRF, Ludhiana in Case No. TP-138 of 2022 is hereby set-aside. The Respondent is required to determine the amount paid by the Appellant in excess of the actual expenditure incurred by the Respondent for releasing the connection. This excess amount alongwith interest should be refunded to the Appellant as per Regulation 9.3.6 of Supply Code, 2014 read with amendments.

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 15, 2022
S.A.S. Nagar (Mohali)

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