

**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. 55/2022**

**Date of Registration : 10.10.2022**

**Date of Hearing : 19.10.2022**

**Date of Order : 19.10.2022**

**Before:**

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

**In the Matter of:**

M/s. Udhera Fastners,  
Budhewal Road, Vill. Jandiali,  
Ludhiana -141112

**Contract Account Number:R74KR0200064(LS)**

...Appellant

Versus

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

...Respondent

**Present For:**

Appellant: Shri G.S.Mittal,  
Appellant's Representative.

Respondent : 1- Er. Kanwalpreet Singh Sidhu,  
Addl. Superintending Engineer,  
DS Division, PSPCL,  
Samrala.  
2- Er. Gundeep Singh Marya,  
AE/Kohara.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 05.09.2022 of the Corporate Consumer Grievances Redressal Forum, Ludhiana (Corporate Forum) in Case No. CF-075 of 2022, deciding that:

*“The amount of Rs. 1264225/- charged vide notice no. 262 dated 10.03.2022 is quashed. The account of the petitioner from 14.08.2021 to 18.02.2022 (date of change of meter), be overhauled with the average of the consumption for the period the meter worked correctly during the last 6 months i.e., six months prior to 14.08.2021 (bills issued on ‘O’ code), as per Regulation 21.5.2(b) of Supply Code-2014 as the consumption during corresponding period cannot be relied upon being covid pandemic period and consumption during 2021 and 2022 increased considerably.”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 10.10.2022 i.e. within the stipulated period of thirty days of receipt of the decision dated 05.09.2022 of the CCGRF, Ludhiana in Case No. CF-075 of 2022, collected personally by the Appellant from the office of Corporate Forum on 10.09.2022. The Appellant had already deposited 100% of the disputed amount which was confirmed by the Respondent before the Corporate Forum. Therefore, the Appeal was registered on 10.10.2022 and copy of the same was sent to the Addl. SE/DS Division, PSPCL, Samrala for sending

written reply/ parawise comments with a copy to the office of the CCGRF, Ludhiana under intimation to the Appellant vide letter nos. 1096-1098/OEP/A-55/2022 dated 10.10.2022.

### **3. Proceedings**

With a view to adjudicate the dispute, a hearing was fixed in this Court on 19.10.2022 at 01.30 PM and intimation to this effect was sent to both the parties vide letter nos. 1113-14/OEP/A-55/2022 dated 11.10.2022. 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 LS Category connection with Sanctioned Load as 495 kW/ CD as 400 kVA under DS

Division, PSPCL, Samrala bearing Account No. R74KR0200064 and nature of business was manufacturing of Nuts, Bolts etc. being General Industry Load.

- (ii) All the bills up to 08/2021 were being rendered to the Appellant on the basis of measured consumption which had been paid by the Appellant from time to time.
- (iii) In 09/2021, the Appellant received a bill with 'D' Code showing 40,000 units as 'D' Code average. The Appellant paid this bill on verbal assurance of department that the defective meter would be replaced soon.
- (iv) The next bill received in the month of 10/2021 was also issued to the Appellant on 'D' Code average basis of 33540 units based on previous year same month consumption and the Respondent failed to replace the defective meter.
- (v) The department continued to send defective meter average bills to the Appellant from 14.09.2021 to 17.02.2022 for 183 days whereas, as per prescribed rules, defective meter was required to be replaced within 10 days of being found defective. When the Appellant enquired about the replacement of defective meter, the Respondent replied that the billing was being done as per rules of PSPCL and meter would be replaced as per

availability of stock. However, the Appellant paid all these bills from time to time.

- (vi) Since, the above meter was found defective on 14.08.2021 and was replaced on 17.02.2022 (after 183 days) and there was clear violation of rules as it was the duty of the Respondent to replace meter within 10 days of its being found defective.
- (vii) In the month of 02/2022, the said defective meter was replaced. But to the Appellant's surprise, the department issued next bill to the Appellant dated 16.03.2022 for the period 17.02.2022 to 14.03.2022 for 25 days with 195030 units for ₹ 11,96,790/- after adding additional units 115585 of old replaced defective meter without giving any detail of these units. On personal enquiry, the in-charge explained that these units were related to defective meter difference of units as per Enforcement checking dated 17.02.2022 whereas, the Appellant had already been billed on the basis of 'D' Code average bills issued to the Appellant from 08/2021 to 02/2022. Moreover, the meter was not checked on ERS and its accuracy was not proved either at site or in ME Lab. The Enforcement staff also declared it defective and bills were also being sent on 'D' Code basis. Thus amount charged to the Appellant as difference of units recorded by a meter declared itself 'defective' by Enforcement

was highly unjustified and unlawful. The Appellant challenged it before the Forum. The Forum decided the case as per Case No. CF-075/2022 as under:-

*“The amount of Rs. 1264225/- charged vide notice no. 262 dated 10.03.2022 is quashed. The account of the petitioner from 14.08.2021 to 18.02.2022 (date of change of meter), be overhauled with the average of the consumption for the period the meter worked correctly during the last 6 months i.e., six months prior to 14.08.2021 (bills issued on ‘O’ code), as per Regulation 21.5.2(b) of Supply Code-2014 as the consumption during corresponding period cannot be relied upon being covid pandemic period and consumption during 2021 and 2022 increased considerably.”*

As per above orders, the difference of units 115585 (actually found 120340 kVAh) were ordered to be quashed and this decision of the Forum was partially acceptable to the Appellant.

But the further orders of the Forum to revise the average on the basis of previous six months (instead of previous year corresponding months already charged, billed and paid) was highly objectionable, unlawful, irrelevant against the principle of natural justice and in violation of Supply Code Regulations and hence this Appeal before the Hon’ble Ombudsman was filed for justice.

- (viii) The Corporate Forum ordered to overhaul the account from 14.08.2021 to 18.02.2022 (183 days) on the basis of last 6 months consumption on the wrong presumptions that

consumption during corresponding period of previous year cannot be relied upon being “Covid pandemic” period. These observations of the Forum were not based on any rules and Regulations. The Forum took this presumption without quoting any rule/authority who declared the said period as “Covid period.” Rather the decision was straightway contradictory and against the policy of covid period declared by the PSPCL itself and already circulated by the Chief Engineer/Commercial, PSPCL, Patiala with the approval of the PSERC which allowed only covid period as per its instructions issued as per CC No. 20/2021 dated 30.04.2021 explained as under:-

*“On the subject cited above, PSPCL filed a Petition No. 17/2021 before Hon'ble Punjab State Electricity Regulatory Commission (PSERC). Hon'ble PSERC vide its order dated 22.04.2021 has decided to modify the procedure for overhauling of accounts under Regulation 21.5.2 of the Supply Code as under:*

- i) The modified procedure for overhauling of accounts shall be applied to meters becoming defective/dead stop/burnt/stolen from 23.03.2021 to 30.09.2021.*
- ii) The words "previous year" appearing in clause (a) to (c) of Regulation 21.5.2 of the Supply Code, 2014 shall be read as "FY 2019-20" while overhauling the consumer account due to meters becoming defective/dead stop/burnt/stolen during the period*

*23.03.2021 to 30.09.2021 only under Regulation 21.5.2 of the Supply Code-2014.”*

As per above orders, in case of meters becoming defective during the period 23.03.2021 to 30.09.2021, consumption of FY 2019-20 (23.03.2019 to 30.09.2019) was to be taken instead of consumption of FY 2020-21 i.e. consumption for the period 23.03.2020 to 30.09.2020 was ignorable being the Covid period. This meaning rest of the period involved in its case i.e. after 01.10.2020 to 18.02.2021 was not Covid period and for charging average in its case for the period 14.08.2021 to 18.02.2022 (183 days) was chargeable accordingly i.e. from 14.08.2021 to 30.09.2021 on the basis of actual consumption of relevant period of previous to previous year i.e. consumption recorded during the period 14.08.2019 to 30.09.2019 and from 01.10.2021 to 18.02.2022, it should be revised on the basis of consumption recorded during the period 01.10.2020 to 18.02.2021 and the Appellant was also ready to pay this average even though the Respondent had failed to change the meter for the entire period of 183 days and lapse was purely on the part of the PSPCL. The basis for overhauling the account on the basis of last six months as per orders of the Forum was clear violation of instructions of the PSERC/ PSPCL as there were no such instructions ever issued by any authority declaring the

other period as “Covid Pandemic Period”. Even the Forum had not quoted any rule/regulation/authority who declared such period as covid period. Therefore, when there was clear-cut amended policy of overhauling the account issued with the approval of the PSERC and itself adopted by the PSPCL by making suitable amendment in ‘Supply Code’, then observation of the Forum to order to revise the consumption on the basis of last six months on the plea of “Covid pandemic period” was straightway contradictory and unnatural and this Court was prayed to quash the orders only on this ground straightway.

- (ix) The order of the Corporate Forum to charge on the basis of previous six months instead of previous year or previous to previous year can be taken only if the previous year average was not available, but in the present case the previous year average was clearly available and the Respondent had already rendered bills as per instructions in vague as per Supply Code Regulation 21.5.2 (a) which had been adopted already in our case. The Appellant had already paid much more than recoverable on the basis of previous year corresponding average as per prescribed rules. The monthly average bill of 11/2021 of 51504 units was charged against actual consumption of previous year 22164 units. Further, average

charged in 12/2021 was also 51504 units against the consumption of previous year same month of 23406 units. Besides, the average of 51504 was again charged against the actual consumption of previous year same month was 48048 units. We paid all these bills just to avoid litigation and having faith in the PSPCL working although the entire lapse of changing the meter rests upon the Respondent (PSPCL). The Respondent failed to explain under what circumstances the defective meter was remained unchanged for more than 183 days violating all the relevant instructions of the PSPCL/PSERC issued from time to time.

- (x) The Corporate Forum's order to revise the average was unjustified and was being challenged also on the ground that as the average charging was not issue and subject matter of our complaint. The Appellant filed a complaint only when the Respondent charged additional units as difference recorded by a defective meter which was declared itself by Enforcement and its accuracy was not proved either at site or in ME Lab. The Forum was only supposed to give its verdict on these charged units, "whether chargeable or not chargeable". Although, the Forum fully agreed with our complaint and ordered to quash the demand of additional units charged to us

by way of defective meter difference, then there should be no need to revise the average being not “challenged by us”. However, the Appellant was still ready to pay any average whatsoever recoverable as per laid down procedure or as deems fit by this Court.

- (xi) The Corporate Forum had also taken a wrong decision on observing that consumption during 2021 and 2022 increased considerably, whereas the actual consumption after change of meter had recorded less due to market slump. For example, in 05/22 actual consumption was 55512 against 05/21 consumption of 62448 (fall of 10%), similarly in 06/2022 actual consumption was 43902 against actual consumption of previous year which was 78312 units (fall of 30%). Also, in 08/22 actual consumption was 51450 which was also less as previous year it was 70716 (fall of 40%). The Corporate Forum’s decision to compare the consumption of previous six months to next six months can be taken only if the consumption pattern of the firm was uniform throughout the years. But the Hon’ble Ombudsman would see that there were wide variations on previous year consumption on month to month and year to year basis. And in our case, ignoring the previous year formula and also ignoring the reduced

consumption of six months after change of meter also proved that the average charged was just ordered by the Forum by keeping in mind the formula of “whichever is higher” instead of “whichever is more reasonable” or “whichever is prescribed under law”. The Appellant wanted to know from the Hon’ble Ombudsman, how the Forum had concluded that during the disputed period, the consumption of previous six months was OK and consumption after change of meter of next six months (when there was continuous fall) was not OK and how the Forum had adopted this logic also proved that the Forum erred in giving justice as available under prescribed procedure and decision was not based on any argument/policy as prescribed under law.

- (xii) Keeping in view the circumstances as explained above, the Appellant prayed that justice be given by setting aside that part of decision of the Forum vide which orders to review the average had been issued as the same average had already been charged, billed and paid on the basis of Supply Code Regulations read with CC No. 20/21 and was also liable to be quashed being not covered under the preview of the Forum as subject matter of complaint was “charged consumption of defective meter”. Still if any average, keeping in view the

period of Covid partly fell under the Covid period and declared by the Authority as 'Covid effected period' was revisable, the Appellant was still ready to pay the revised bill as per orders of Hon'ble Ombudsman as we have full faith in the verdict of the Hon'ble Ombudsman, along with prayer for any other relief as admissible under rules.

**(b) Submissions in Rejoinder**

The Appellant in its Rejoinder to the written reply of the Respondent, reiterated mainly the submissions already made in the Appeal and inter alia stated as under: -

- (i) It was clear from the reply of the Respondent that the meter was found defective on 14.08.2021 and replaced on 17.02.2022 (after 183 days) which should have been changed within 10 days as per Supply Code Regulations.
- (ii) The 'D' Code average bills were issued and paid during the period 14.08.2021 to 17.02.2022. The dispute arose only when after charging average bills, the Respondent added 115340 units in the bill dated 16.03.2022 on the basis of consumption recorded by a Meter declared 'defective' by the Respondent and also by the Enforcement staff checking dated 17.02.2022.
- (iii) The Forum had already quashed the amount for 115340 units charged in the bill and decision up to this extent was also

acceptable to the Appellant and did not want to file any Appeal on this issue.

- (iv) The Respondent had quoted ESIM Clause 106.2.4. This Clause spoke about the UUE cases and had no relevancy with the present case. Rather, Hon'ble Ombudsman had already given a good decision in Appeal No. A-29/2022 dated 09.06.2022 titled as M/s. Regency Fashions Vs City West Division, Ludhiana and ordered that "There is no provision in the Regulations to charge a consumer merely on the basis of DDL reports".
- (v) The Forum had already quashed the demand on the basis of above Fundamentals, therefore pleading of the Respondent had no force in the eyes of law.
- (vi) The Respondent had put forth nothing against the issue raised in para (ii) and (iii) of the Appeal which means he had nothing to say. The decision of the Corporate Forum to modify the average on the basis of last 6 months consumption (instead of already charged average on the basis of corresponding period of previous year as per Regulation 21.5.1 (a) of Supply Code) was highly objectionable, unjustified, and was also contradictory to the amendment made in Supply Code by Hon'ble PSERC and made applicable by the PSPCL vide its CC No. 20/2021. As per

above instructions, the 'covid period' had already been specified.

(vii) Therefore, observation of the Corporate Forum to treat the whole disputed period as Covid Period and adopting the method of charging on the basis of previous six months had no force in the eyes of law. Even the Respondent had not submitted any rule/ regulation/ authority which allowed to declare the whole period of 14.08.2021 to 17.02.2022 as "Covid Period". Therefore, the orders of Corporate Forum was quashable straightway as the decision was contradictory against the period of "Covid" specifically got approved by the PSPCL from the PSERC and circulated as per CC No.20/2021. As per these instructions, the Forum should have charged the average taking the base of "FY 2019-20" instead of "previous year" and the Appellant was also ready to still pay as per these instructions.

(c) **Submission during hearing**

During hearing on 19.10.2022, the Appellant's Representative (AR) reiterated the submissions made in the Appeal and the Rejoinder and prayed to allow the same in the interest of justice. He insisted that the Appellant was satisfied with the decision of the Corporate Forum partially to the extent of

quashing of the amount of ₹ 1264225/- charged vide notice no. 262 dated 10.03.2022, hence not challenged this part of decision before this Court. The Appellant had challenged only part of decision of the Corporate Forum regarding overhauling of its account as per Regulation 21.5.2 (b) of Supply Code-2014. He prayed that the account of the Appellant be overhauled as per Regulation 21.5.2 (a) of Supply Code-2014 as amended by Commercial Circular No. 20/2021.

**(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 LS Category Connection, bearing Account No. R74KR0200064 with sanctioned load of 495 kW/400 kVA running under DS Division, PSPCL, Samrala in the name of M/s Udhera Fastners.
- (ii) In the month of September, 2021; the meter display was off due to which readings and other particulars could not be taken and the Appellant's billing was done on average basis.
- (iii) Thereafter, the meter was checked by Sr. Xen/Enforcement-cum-EA/MMTS, Ropar vide ECR No. 29/232 dated

17.02.2022 and the meter was replaced vide MCO No. 158/2031 dated 18.02.2022 effected on 18.02.2022.

- (iv) The checking of the meter was done in ME Lab vide Challan No. 1 dated 10.03.2022. Sr.Xen/ Enforcement-cum-EA/MMTS, Ropar vide Memo No. 83 dated 24.02.2022 had given the speaking orders that as per DDL, the Appellant's meter readings were 163677.8 kWh/170411.30 kVAh and billing of the Appellant be done on actual basis as per these available readings. In lieu of the above speaking orders, Notice No. 263 dated 10.03.2022 for ₹ 12,64,225/- was issued to the Appellant.
- (v) The Appellant had filed the Appeal in the Corporate Forum, Ludhiana vide Case No. CF-075/2022. The Corporate Forum, Ludhiana passed the order on 05.09.2022. As per decision of the Corporate Forum, an amount of ₹ 72,200/- was refunded to the Appellant vide Sundry No. SCA 5/161/R213 dated 06.10.2022. In the meantime, the Appellant had filed an Appeal in the Court of Hon'ble Ombudsman, Electricity, Punjab.
- (vi) Due to non-availability of HT meters and strike by the employees, the meter was replaced vide MCO No. 158/2031 dated 18.02.2022 effected on 18.02.2022.
- (vii) There was no penalty charged to the Appellant but it was the difference of the energy units billed and actual consumption as

per data of the meter (DDL done by Sr.Xen/ Enforcement-cum-EA/MMTS, Ropar vide ECR No. 29/232 dated 17.02.2022).

- (viii) It was hereby submitted that as the display of the meter was off, so the connection was checked by Sr.Xen/ Enforcement-cum-EA/MMTS, Ropar vide ECR No. 29/232 dated 17.02.2022 and as per speaking orders of Sr.Xen/ Enforcement-cum-EA/MMTS, Ropar that as per DDL the Appellant meter readings were 163677.8 kWh/170411.30 kVA and billing of the Appellant be done on actual basis as per these available readings. So, the checking done by the Competent Authority had not declared the meter as defective as per the speaking orders and the readings had been extracted from the DDL. Also, as per DDL dated 17.02.2022, the instantaneous report was self speaking in which all instantaneous values pointed towards the healthiness of the meter i.e.

Sr. No.	Phase	Voltage Values	Current Values
1.	Red	6365.22	0.844
2.	Yellow	6371.07	0.829
3.	Blue	6394.72	0.676

- (ix) Also, the readings recorded earlier (in kWh/kVAh) were comparable with the DDL of the meter as per Sr.Xen/Enforcement-cum-EA/MMTS, Ropar Memo No. 330

dated 22.08.2022. In addition to it, the checking of the meter was done in ME Lab vide Challan No. 1 dated 10.03.2022 and only meter display was off. As per the data provided by the DDL, the actual reading/consumption was available. So, the Appellant had been billed accordingly. Moreover, as ESIM Clause No. 106.2.4 was reproduced as below:-

*Ombudsman, Electricity, Punjab, has in its Order dt. 15/03/2018 issued the following directions:*

*“Officers of MMTS and Enforcement concerned that they should study the print out of the DDL of energy meters immediately and take corrective measures, wherever necessary, by reading each and every parameter.”*

(x) It was submitted that due to non-availability of HT meters and strike by the employees, the meter was replaced vide MCO No. 158/2031 dated 18.02.2022 effected on 18.02.2022. There was no penalty charged to the Appellant but it was the difference of the energy units billed and actual consumption as per data of the meter (DDL done by Sr.Xen/Enforcement-cum-EA/MMTS, Ropar vide ECR No. 29/232 dated 17.02.2022). As per the data provided by the DDL, the actual reading/consumption was available. So, the Appellant had been billed accordingly.

(xi) The contentions given by the Appellant were subjective and were not acceptable as PSPCL had charged the Appellant on

the basis of the difference of the energy units already billed and actual consumption as per data of the meter.

- (xii) In view of the above facts, it was submitted that the Appeal may be dismissed accordingly.

**(b) Submission during hearing**

During hearing on 19.10.2022, 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 whether the part of the decision of the Corporate Forum challenged by the Appellant, regarding overhauling of the account of the Appellant for the period from 14.08.2021 to 18.02.2022 with the average of the consumption for the period the meter worked correctly during the last 6 months prior to 14.08.2021 as per Regulation 21.5.2 (b) of Supply Code-2014, is tenable or not.

*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. He pleaded that the Appellant was satisfied with the decision of the Corporate Forum partially to

the extent of quashing of the amount of Rs. 1264225/- charged vide notice no. 262 dated 10.03.2022, hence not challenged this part of decision before this Court. But its decision to revise the average on the basis of previous six months (instead of previous year corresponding months already charged, billed and paid) was highly objectionable, unlawful, irrelevant and against the principle of natural justice and in violation of Supply Code Regulations. The decision was straightway contradictory and against the instructions issued as per CC No. 20/2021 dated 30.04.2021. As per CC No. 20/2021, in case of meters becoming defective during the period 23.03.2021 to 30.09.2021, consumption of FY 2019-20 (23.03.2019 to 30.09.2019) was to be taken instead of consumption of FY 2020-21 i.e. consumption for the period 23.03.2020 to 30.09.2020 was ignorable being the Covid period. The AR pleaded that the rest of the period involved in this case from 01.10.2020 to 18.02.2021 was not Covid period. So the Appellant's account was to be overhauled for the period of 183 days from 14.08.2021 to 17.02.2022 on the basis of consumption of 14.08.2019 to 30.09.2019 and from 01.10.2020 to 17.02.2021. He submitted that the Appellant was ready to pay this average also. He pleaded that overhauling of account

on the basis of consumption of previous six months was done only if the previous year consumption was not available, which was not in the present case. He submitted that the Appellant was still ready to pay any average whatsoever recoverable as per laid down procedure or as deems fit by this Court. He prayed that justice be given by setting aside that part of decision of the Corporate Forum vide which orders to review the average had been issued as the same average had already been charged, billed and paid on the basis of Supply Code Regulations read with CC No. 20/21. He submitted that the Appellant was still ready to pay the revised bill as per orders of Hon'ble Ombudsman as they have full faith in the verdict of the Hon'ble Ombudsman along with prayer for any other relief as admissible under rules.

- (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 the amount of ₹ 12,64,225/- charged vide Notice No. 263 dated 10.03.2022 was recoverable. The Sr.Xen/ Enforcement-cum-EA/MMTS, Ropar vide Memo No. 83 dated 24.02.2022 had given the speaking orders that as per DDL, the Appellant's meter readings were 163677.8 kWh/170411.30

kVAh and billing of the Appellant be done on actual basis as per these available readings. In compliance of the above speaking orders, Notice No. 263 dated 10.03.2022 for ₹ 12,64,225/- was issued to the Appellant. There was no penalty charged to the Appellant but it was the difference of the energy units billed and actual consumption as per data of the meter (DDL done by Sr.Xen/Enforcement-cum-EA/MMTS, Ropar vide ECR No. 29/232 dated 17.02.2022). As per the data provided by the DDL, the actual reading/consumption was available. So, the Appellant had been billed accordingly. He pleaded that the working of the meter was Ok, only its display was defective. As per DDL dated 17.02.2022, the instantaneous report was self speaking in which all instantaneous values pointed towards the healthiness of the meter. He prayed for the dismissal of the Appeal.

- (iii) The Corporate Forum in its order dated 05.09.2022 observed as under:-

“Forum observed that Petitioner received bill dated 17.09.2021 on D-code for the period from 14.08.2021 to 15.09.2021 amounting to Rs. 312850/- which was paid by the petitioner. Petitioner was again issued bill in the month 10/2021 on D-code, on average consumption of 33540 units based on previous year consumption. Petitioner was continuously issued bills on D-code till 17.02.2022 and bills were paid by the petitioner accordingly. On the request of

the respondent vide letter no. 98 dated 31.01.2022, the connection of the petitioner was checked by Sr. Xen/Enf. cum EA & MMTS, Ropar vide ECR no. 29/232 dated 17.02.2022 and it was reported that no parameter is being displayed on display of meter, DDL taken and it was directed that defective meter be replaced immediately. Meter of the petitioner was changed on 18.02.2022 against MCO no. 158/2031 dated 29.09.2021. Replaced meter was checked in ME Lab vide challan no. 1 dated 10.03.2022 and it was reported that Display of the meter is defective and that DDL had been done at site. Sr. XEN/Enf. cum EA & MMTS, Ropar vide his Memo No. 83 dated 24.02.2022 gave speaking orders to AEE/Sub-Division Kohara stating as under: -

“ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਸਬੰਧੀ ਲਿਖਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਤੁਹਾਡੇ ਪੱਤਰ ਨੰ: 98 ਮਿਤੀ 31/01/2022 ਮੁਤਾਬਿਕ ਵਿਸ਼ਾ ਚਰਚਿਤ LS ਖਪਤਕਾਰ ਦੇ ਕੂਨੈਕਸ਼ਨ ਦੀ ਚੈਕਿੰਗ ECR No. 29/232 ਮਿਤੀ 17/02/2022 ਰਾਂਹੀ ਕੀਤੀ ਗਈ ਸੀ। ਚੈਕਿੰਗ ਦੌਰਾਨ ਪਾਇਆ ਗਿਆ ਕਿ meter ਦਾ display ਖਰਾਬ ਸੀ, ਜਿਸ ਕਾਰਨ ਮੀਟਰ ਦੇ ਕੋਈ ਪੈਰਾਮੀਟਰ/ਰੀਡਿੰਗ ਦਰਜ ਨਹੀਂ ਕੀਤੇ ਜਾ ਸਕੇ। ਮੈਂਕੇ ਤੇ ਮੀਟਰ ਦਾ DDL ਕੀਤਾ ਗਿਆ ਸੀ। ਦਫਤਰ ਵਿੱਚ ਮੀਟਰ ਦੇ DDL ਨੂੰ ਘੋਖਣ ਤੇ ਪਾਇਆ ਗਿਆ ਕਿ ਮੀਟਰ ਦਾ ਸੀਰੀਅਲ ਨੰ: 16294486, ਮੋਕੇ L&T ਹੈ। ਮਿਤੀ 17/02/2022 13:26 Hrs ਤੇ ਮੀਟਰ ਰੀਡਿੰਗ 163677.8 KWH ਅਤੇ 170411.30 KVAh ਪਾਈ ਗਈ। ਮੈਂਕੇ ਤੇ ਮਿਲੇ ਤਾਜਾ ਬਿੱਲ ਮੁਤਾਬਿਕ ਖਪਤਕਾਰ ਦੇ ਖਾਤੇ ਦੀ ਰੀਡਿੰਗ 103380 KVAh ਮਿਤੀ 13/01/2022 ਸੀ। ਇਸ ਲਈ ਖਪਤਕਾਰ ਦੇ ਐਂਸਤ ਅਤੇ DDL ਮੁਤਾਬਿਕ ਆਈ ਰੀਡਿੰਗ ਦੇ ਫਰਕ ਮੁਤਾਬਿਕ ਖਾਤਾ ਸੇਧ ਕੇ ਮੀਟਰ ਬਦਲੀ ਹੋਣ ਤੱਕ ਬਣਦੀ ਰਕਮ ਚਾਰਜ ਕਰਕੇ ਇਸ ਦਫਤਰ ਨੂੰ ਵੀ ਲਿਖਤੀ ਰੂਪ ਵਿੱਚ ਸੂਚਿਤ ਕੀਤਾ ਜਾਵੇ।”

Accordingly, petitioner was issued notice no. 263 dated 10.03.2022 to deposit Rs. 1264225/- within 15 days. Later, bill dated 16.03.2022 was issued to petitioner amounting to Rs. 1196790/- wherein 120340KVAH consumption was added against the said notice, and net amount of the bill became Rs. 1196790/- with applicable rebate/subsidy. Not satisfied with the bill, petitioner filed his case in Corporate CGRF, Ludhiana.

Forum observed the consumption pattern of the petitioner provided by the Respondent reproduced as under: -

Month	2020			2021			2022		
	Billing Date	Cons (KVAH)	Code	Billing Date	Cons (KVAH)	Code	Billing Date	Cons (KVAH)	Code
Jan				15.01.21	48048	O	13.01.22	51504 (Avg.)	D
Feb				12.02.21	53796	O	17.02.22	53796 (Avg.)	O
Mar				14.03.21	77106	O	14.03.22	195030	O
Apr	15.04.20	10710	O	15.04.21	50970	O	13.04.22	57984	O
May	15.05.20	4650	O	13.05.21	62448	O	13.05.22	55512	O
June	16.06.20	19536	O	14.06.21	78312	O	12.06.22	43902	O
July	15.07.20	28284	O	14.07.21	50256	O	14.07.22	52488	O
Aug	11.08.20	25824	O	14.08.21	70716	O	13.08.22	51450	O
Sept	14.09.20	40938	O	14.09.21	40000 (Avg.)	D			
Oct	15.10.20	33540	O	14.10.21	33540 (Avg.)	D			
Nov	17.11.20	22164	O	13.11.21	51504 (Avg.)	D			
Dec	15.12.20	23406	O	13.12.21	51504 (Avg.)	D			
TOTAL		209052			668200			561666	

Forum observed from the consumption data that: -

1. Just before the display of the meter disappeared, Petitioner had consumed 70716 KVAH in a month (from 14.07.2021 to 14.08.2021).
2. Average consumption of last three months before display of the meter disappeared i.e., for the period from 14.05.2021 to 14.08.2021 was 66428 KVAH.
3. Average consumption of last 6 months before display of the meter disappeared i.e., for the period from 14.02.2021 to 14.08.2021 was 64968 units.
4. Forum observed further that if the final reading of the disputed meter as retrieved through DDL is considered, average monthly consumption from 14.08.2021 to 17.02.2022 comes out 64522 KVAH, as detailed below: -

Final reading retrieved from DDL on 17.02.2022 = 170411.4  
KVAH

Last reading recorded from Display = -103380.0  
KVAH

67031.4  
402188.4

(with MF as 6)

Period from 14.08.2021 to 17.02.2022 = 187 days.

Consumption in 30 days = 402188 x 30 = 64522.2 KVAH

187

This monthly consumption is quite comparable to the consumption listed at Sr. No. 1, 2 and 3 above.

Forum observed from DDL that the readings recorded from display before it disappeared, matches with those depicted in the DDL as tabulated below: -

Sr. No.	Date	KVAH readings		KWH readings	
		From Display	As per DDL	From Display	As per DDL
1.	14.07.2021	91594	91577.2	86892	86879.9
2.	14.08.2021	103380	103296.1	98443	98358.4

Further, the instantaneous parameters depicted in the DDL as tabulated below as at 13:26:08 Hrs on 17.02.2022 indicate that meter was working normally except for its display: -

Sr. No.	Instantaneous Voltage	Instantaneous Current
1.	6365.22	0.844
2.	6371.07	0.829
3.	6394.72	0.676

From the consumption recorded on 'O' code during 2021, up to the month of Aug/2021, the average monthly consumption is about 64500 units. Further, it is also observed that the meter was changed on dated 18.02.2022 at initial reading of 46.6Kvah and as per the latest bill dated 17.08.2022 the reading is 56051 Kvah as on 13.08.2022. Considering the MF as 6, as per bill, the total consumption comes out as 336024 Kvah which means the consumption of about 59000 units per month. All the above data support that the consumption in 2021 & 2022 has increased considerably as compared to previous years. Therefore, the reading as recorded in the DDL report seems to be accurate. However, as per the checking report of Sr. Xen/Enf. cum EA & MMTS, Ropar vide ECR no. 29/232 dated 17.02.2022, no parameter was being displayed on display of meter, therefore the meter can be treated as defective. The relevant regulation of Supply Code 2014 dealing with dead stop, burnt, defective meters is as under:

Regulation 21.5.2 of Supply Code 2014 dealing with Defective (other than inaccurate)/Dead Stop/Burnt/Stolen Meters is as under: -

*“The accounts of a consumer shall be overhauled/billed for the period meter remained defective/dead stop and in case of burnt/stolen meter for the period of direct supply subject to maximum period of six months as per procedure given below:*

- a) On the basis of energy consumption of corresponding period of previous year.*
- b) In case the consumption of corresponding period of the previous year as referred in para (a) above is not available, the average monthly consumption of previous six (6) months during which the meter was functional, shall be adopted for overhauling of accounts.*
- c) If neither the consumption of corresponding period of previous year (para-a) nor for the last six months (para-b) is available then average of the consumption for the period the meter worked correctly during the last 6 months shall be taken for overhauling the account of the consumer.*
- d) Where the consumption for the previous months/period as referred in para (a) to para (c) is not available, the consumer shall be tentatively billed on the basis of consumption assessed as per para -4 of Annexure-8 and subsequently adjusted on the basis of actual consumption recorded in the corresponding period of the succeeding year.*
- e) The energy consumption determined as per para (a) to (d) above shall be adjusted for the change of load/demand, if any, during the period of overhauling of accounts”.*

Keeping in view the above discussion/facts, it is observed that meter under dispute although did keep on recording readings correctly, but its display was not working, hence the meter can be treated as defective. However, as the consumption during the calendar year 2021 and 2022 has increased considerably, so, the consumption of year 2020 (the year also affected with covid-19) cannot be considered for overhauling the account. Therefore, Forum is of the opinion that the account of the petitioner is required to be overhauled with the average of the consumption for the period the meter worked correctly during the last 6 months, as per Regulation 21.5.2(b) of Supply Code-2014.

Keeping in view the above, Forum came to unanimous conclusion that the amount of Rs. 1264225/- charged vide notice no. 262 dated 10.03.2022 is quashed. The account of the petitioner from 14.08.2021 to 18.02.2022 (date of change of meter) be overhauled with the average of the consumption for the period the meter worked correctly (i.e.as per bills issued on 'O' code) during the last 6 months i.e., prior to 14.08.2021 , as per Regulation 21.5.2(b) of Supply Code-2014 as the consumption during corresponding period is not relied upon being covid pandemic period and consumption during 2021 and 2022 increased considerably.”

- (iv) I have gone through the written submissions made by the Appellant in the Appeal and the Rejoinder, written reply of the Respondent as well as oral arguments of both the parties during the hearing on 19.10.2022. It is observed by this Court that the Appellant challenged only that part of the decision of the Corporate Forum regarding overhauling of its account as per Regulation 21.5.2 (b) of Supply Code-2014. So only this issue needs to be decided by this Court. The Appellant contended in its Appeal as well as in Rejoinder that it had already received and paid all the bills from 14.08.2021 to 17.02.2022 on ‘D’ Code on the basis of previous year consumption and as such, no overhauling of its account was needed. The AR pleaded that the Corporate Forum had quashed the additional demand raised on the basis of unreliable Final Reading of defective meter. The Corporate Forum had wrongly decided to overhaul its account

for disputed period as per Regulation 21.5.2 (b) of Supply Code. I agree with this contention of the Appellant. The Corporate Forum erred in deciding that the account of the Appellant be overhauled with the average of consumption for the period the meter worked correctly during the last 6 months prior to 14.08.2021 as per Regulation 21.5.2 (b) of Supply Code-2014. The account of a consumer is overhauled as per Regulation 21.5.2 (b) only if the reliable consumption of the previous year is not available. In the present case, the Appellant was billed on 'O' Code till 14.08.2021 and as such, the consumption record of the previous year of the Appellant was available. So, I am of the opinion that the account of the Appellant be overhauled for the maximum period of six months immediately preceding the date of change of defective meter on the basis of energy consumption of corresponding period of FY 2019-20 as per Regulation 21.5.2 (a) & (e) of Supply Code-2014, read with Commercial Circular No. 20/2021.

- (v) In view of the above, the part of the decision dated 05.09.2022 of the Corporate Forum regarding overhauling of Appellant's account as per Regulation 21.5.2 (b) of Supply Code-2014, as challenged by the Appellant, in Case No. CF-075 of 2022 is hereby quashed. The account of the Appellant be overhauled

for the maximum period of six months immediately preceding the date of change of defective meter on the basis of energy consumption of corresponding period of FY 2019-20 as per Regulation 21.5.2 (a) & (e) of Supply Code-2014, read with Commercial Circular No. 20/2021.

- (vi) The Licensee did not adhere to the Standards of Performance in this case as it took 183 days to replace a defective meter instead of stipulated 10 days. This is a serious lapse on the part of the Licensee.

#### **6. Decision**

As a sequel of above discussions, the part of the decision dated 05.09.2022 in case No. CF-075 of 2022 of the Corporate Forum regarding overhauling of Appellant's account as per Regulation 21.5.2 (b) of Supply Code-2014 is hereby quashed. The account of the Appellant be overhauled for the maximum period of six months immediately preceding the date of change of defective meter on the basis of energy consumption of corresponding period of FY 2019-20 as per Regulation 21.5.2 (a) & (e) of Supply Code-2014, read with Commercial Circular No. 20/2021.

- 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.

October 19, 2022  
S.A.S. Nagar (Mohali)

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