

**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. 59/2022**

**Date of Registration : 26.10.2022**

**Date of Hearing : 10.11.2022**

**Date of Order : 10.11.2022**

**Before:**

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

**In the Matter of:**

M/s. ATC Telecom Infrastructure Pvt. Ltd.,  
V&PO Kanech,  
Ludhiana.

**Contract Account Number: 3002843739 (NRS)**

...Appellant

Versus

Senior Executive Engineer,  
DS Estate (Spl.) Divn.,  
PSPCL, Ludhiana.

...Respondent

**Present For:**

Appellant: Sh. Naresh Jain,  
Appellant's Counsel.

Respondent : (1) Er. Navjot Singh Dhillon,  
AEE/ Unit-III,  
DS Estate (Spl.) Divn.,  
PSPCL, Ludhiana.

(2) Sh. Jagdeep Singh,  
Revenue Accountant.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 20.07.2022 of the Corporate Consumer Grievances Redressal Forum, Ludhiana (Corporate Forum) in Case No. CF-003/2022(New) CGL-441/2021(Old), deciding that:

*“The outstanding amount charged to Petitioner of Rs. 743805/- is correct and recoverable.”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 09.09.2022 i.e. beyond the period of thirty days of receipt of the decision dated 20.07.2022 of the CCGRF, Ludhiana in Case No. CF-003/2022 (New)/ CGL-441/2021 (Old). The Forum dispatched the decision on 25.07.2022 and the same was received by the Appellant on 02.08.2022. The Appellant filed the incomplete Appeal and he was asked to apply for the change of name & submit the required documents/information for the submission of the Appeal vide Memo No. 981/A-2022 dated 09.09.2022, Memo No. 1005/A-2022 dated 16.09.2022 and Memo No. 1026/A-2022 dated 22.09.2022. The Appellant provided the required information/documents and applied for the change of name from Wireless TT Info Services to ATC Telecom

Infrastructure Pvt. Ltd. The Appellant had deposited the requisite 40% of the disputed amount vide receipt no. 167307787 dated 26.10.2021 and vide receipt no. 185874215 dated 08.09.2022. The Respondent was asked to confirm about the deposit of requisite 40% of the disputed amount by the Appellant and get the change of name done from Wireless TT Info Services to ATC Telecom Infrastructure Pvt. Ltd vide Memo No. 1006/OEP/ATC-2022 dated 16.09.2022, Memo No. 1095/OEP/ATC-2022 dated 10.10.2022, Memo No. 1125/OEP/ATC-2022 dated 13.10.2022, Memo No. 1139/OEP/ATC-2022 dated 18.10.2022 and Memo No. 1160/OEP/ATC-2022 dated 21.10.2022. The Respondent got the change of name done and same was intimated vide Memo No. 5045 dated 21.10.2022 received through email on 26.10.2022. Therefore, the Appeal was registered on 26.10.2022 and copy of the same was sent to the Addl. SE/ DS Estate (Spl.) Divn., Ludhiana for sending written reply/ parawise comments with a copy to the office of the CCGRF, Ludhiana under intimation to the Appellant vide letter nos. 1165-67/OEP/A-59/2022 dated 26.10.2022.

### 3. Proceedings

With a view to adjudicate the dispute, a hearing was fixed in this Court on 10.11.2022 at 01.00 PM and intimation to this effect was sent to both the parties vide letter nos. 1207-08/OEP/A-59/2022 dated 02.11.2022. As scheduled, the hearing was held in this Court and arguments of both the parties were heard.

### 4. Condoning of Delay

At the start of hearing on 10.11.2022, the issue of condoning of delay in filing the Appeal beyond the stipulated period was taken up. The Appellant's Counsel submitted that decision dated 20.07.2022 of the Corporate CGRF, Ludhiana was received by the Appellant on 02.08.2022. As such, there was delay in filing the appeal and the Appellant had requested to condone the delay. I find that the Respondent did not object to the condoning of the delay in filing the Appeal in this Court either in its written reply or during hearing in this Court.

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

*“No representation to the Ombudsman shall lie unless:  
(ii) The representation is made within 30 days from the date of receipt of the order of the Forum.*

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

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

**5. 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 NRS Category Connection, bearing Account No. 3002843739 with sanctioned load of 15.89 kW under DS Estate Division (Special), PSPCL, Ludhiana.
- (ii) The impugned order dated 20.07.2022 passed by the Corporate Consumer Grievance Redressal Forum was wrong, illegal, and arbitrary against law and facts and was liable to be set aside.
- (iii) The brief facts of the case are as under:-
- (a) The petition was filed by the Appellant before the CCGRF with the grievance that the Appellant was having NRS connection with sanctioned load of 15.89 kW running under DS, Estate Division (Special), PSPCL, Ludhiana. The case was regarding transfer of defaulting amount of other connection in the name of the Appellant-Company. The connection having account no. 3002844042 was permanently disconnected vide PDCO no. 100/85677 dated 30.03.2014.
- (b) The Wireless T. T. Info Services Ltd. had installed a Mobile Communication Tower in Village Jugiana, Ludhiana and to run the said mobile communication tower, company had taken E.B. connection in the name of Wireless T.T. Services Ltd. having a/c no. 860926 from Sub division, Ludhiana.

(c) The company was regularly paying the electricity bills issued by PSPCL and nothing was due against the company in the said account. The said site was closed in the year 2015 and the Respondent had alleged that the meter was removed due to the non-payment of the charges at that time. Now, after passing of 6 years again the Respondent issued a demand letter and arbitrarily added the sum of ₹ 7,43,805/- into the account no. 3002843739 of the Company (tower site at village Kanech) in the bill dated 06.04.2021.

(d) The reply was submitted by the Respondent to the effect that the earlier connection was permanently disconnected vide PDCO number 100/86577 dated 30.03.2014 due to defaulting amount.

(e) Further, the Respondent had alleged that as per the billing statement, the Appellant had been charged with an amount of ₹ 3,39,821/- in the bill dated 21.04.2014 vide Half Margin No. 132 dated 24.09.2013 and an amount of ₹ 1,21,722/- in the bill dated 18.12.2014 vide Half Margin No. 220 dated 07.03.2014. The rest of the amount related to defaulting amount of bills as depicted in account statement.

Total of ₹ 3,39,821/- (Part A+ Part B+ Part C) was charged as per Half Margin No. 132 dated 24.09.2013 issued by Revenue

Audit Party, Estate Division (Special), PSPCL, Ludhiana. Subsequently as per Half Margin No. 220 dated 07.03.2014, the account of the Appellant was overhauled for the period of 05.04.2013 to 03.01.2014 on the basis of average consumption of the corresponding period as the meter of the Appellant was again burnt. Hence, the average of ₹ 1,21,722/- was charged as per Half Margin No. 220 dated 07.03.2014 issued by Revenue Audit Party, DS Estate (Spl.) Divn., PSPCL, Ludhiana.

- (f) The case came up for hearing before the Forum and had been dismissed by the Forum.
- (iv) The impugned order was wrong, illegal, arbitrary and was liable to be set aside inter-alia on the following grounds:-
  - (a) The impugned demand of the Respondent was barred under Section 56(2) of Electricity Act, 2003 that as per the billing statement an amount of ₹ 3,39,821/- had been charged in the bill dated 21.04.2014 and an amount of ₹ 1,21,722/- was added in the bill dated 07.03.2014 and for the remaining amount, no justification was given. Thus, it was relevant to mention here that even as per the case of the Respondent the amount was due in the year 2014 and the meter was disconnected due to the non-payment of the said amount and therefore, the period of limitation would start from the date when the amount became

due and was added in the bill dated 21.04.2014 and 18.12.2014. The Respondent slept over their right for a period of 6 years and therefore, had no remedy under law to recover the said alleged amount and the action of the Respondent was hit by the law of limitation as well as under Section 56(2) of the Electricity Act-2003. Now, taking advantage of the fact that the Appellant was having its tower installed at Village-Kanech therefore, has added the said amount again in the bill of the Account No. 3002843739 by adopting the coercive measure which was clear violation of Section 56 (2) of the Electricity Act, 2003.

- (b) The Forum had misinterpreted the judgment of the Hon'ble Supreme Court of India in the case of Assistant Engineer (D1), Ajmer Vidyut Vitran Nigam Limited & Anr Vs Rahamatullah Khan alias Rahamujulla. The Forum had misread the judgment passed by the Hon'ble Supreme Court whereby it has been held that the limitation period begins to run from the date when the mistake was discovered for the first time. In the present case the Respondent had discovered the mistake on 21.04.2014 and on 18.12.2014 respectively and thereafter, the connection was also disconnected due to the non-payment of defaulting amount. No proceedings were initiated for the recovery of the

said amount for the period of six years. Now, by adding the said amount in the another meter were adopting the coercive measures.

(c) The Respondent was taking the advantage of the fact that the company was shifted from M/s Wireless T.T. Info Services Pvt. Ltd. to ATS Telecom Infrastructure Pvt. Ltd. It has been submitted herein that the earlier connection was in the name of M/s Wireless T.T. Info Services Limited (WTTIL) which after change of name and on fresh incorporation to that effect with the Registrar of Companies have become as Viom Networks Limited. The company name was again changed from Viom Networks Limited to ATC Telecom Infrastructure Limited and therefore, consequent of conversion of the status of company from “Limited” to “Private Limited”. Now, after a period of six years, the coercive methods were being adopted by raising the illegal demands and to extort the money from the Appellant by putting pressure on the different sites. The old record could not be maintained by the Appellant as the site had been closed much earlier in time and all the liabilities were duly cleared.

(d) The action of the Respondent was further in violation of Principle of Natural Justice that by raising the said demand again after a period of six years, no notice had been issued and

no opportunity of hearing had been given to the Appellant by the Respondent. Thus, the entire action of the Respondent was illegal and arbitrary and thus, the impugned order was liable to be set aside.

(e) It is therefore, respectfully prayed that the present Appeal may kindly be allowed and the impugned order dated 20.07.2022 passed by Corporate Consumer Grievances Redressal Forum may kindly be set aside and the Appeal filed by the Appellant may kindly be allowed.

(f) It is further prayed that the Respondent may kindly be restrained to use any coercive measures for recovery of the impugned amount during the pendency of the Appeal.

**(b) Submission during hearing**

During hearing on 10.11.2022, the Appellant's Counsel (AC) reiterated the submissions made in the Appeal and prayed to allow the same. AC admitted that ownership of connection permanently disconnected vide PDCO No. 100/86577 dated 30.03.2014 and Account bearing no. 3002843739 was 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 NRS Category Connection bearing Account No. 3002843739 (now 3008209870) running under DS Estate (Spl.) Divn., Ludhiana in the name of M/s Wireless TT Info (now M/s ATC Telecom Infrastructure Pvt. Ltd.).
- (ii) The Appellant was charged defaulting amount of Account No. 3002844042 (sanctioned load 19.58 kW) of M/s Wireless TT Info (now M/s ATC Telecom Infrastructure Pvt. Ltd.), VPO-Jugiana vide LCR No. 5/1842 dated 16.03.2021 of JE Sh. Mohit Mehta (W13GT13-0327 Legacy New, W13SF07-0705 Legacy old). The Account No. 3002844042 was permanently disconnected vide PDCO No. 100/86577 dated 30.03.2014 due to defaulting amount.
- (iii) As per the Ombudsman, Electricity, Punjab office Memo No. 1006/OEP/ATC-2022 dated 16.09.2022, the change of name of the Appellant was got effected as M/s ATC Telecom Infrastructure Pvt. Ltd (CA 3008209870) with sanctioned load of 19.860 kW from M/s Wireless TT Info (now ATC Telecom

Infrastructure Pvt. Ltd.) (CA 3002843739 and now CA 3008209870).

- (iv) As per billing statement, the Appellant had been charged an amount of ₹ 3,39,821/- in the bill dated 21.04.2014 vide Half Margin No. 132 dated 24.09.2013 and an amount of ₹ 1,21,722/- in the bill dated 18.12.2014 vide Half Margin No. 220 dated 07.03.2014. The rest of the amount related to the defaulting amount of bills as depicted in account statement.
- (v) The Corporate Forum, Ludhiana had passed order in Case No. 003/2022/ CGL-441/2021 (old) dated 20.07.2022 that the outstanding amount charged to the Appellant of ₹ 7,43,805/- was correct and recoverable.
- (vi) The electric Account No. 3002843739 (now 3008209870, Sanctioned load of 19.860 kW) of the Appellant was running in NRS Category in the name of M/s Wireless TT Info (Now M/s ATC Telecom Infrastructure Pvt. Ltd.), V&PO Kanech under Sahnewal Sub Division. The Appellant was charged defaulting amount of CA 3002844042 (Sanctioned load 19.58 kW) Wireless TT Info (now ATC Telecom Infrastructure Pvt. Ltd.), VPO-Jugiana vide LCR No. 5/1842 dated 16.03.2021 of JE, Mohit Mehta (W13GT13-0327 Legacy New, W13SF07-0705 Legacy old). The account no. CA 3002844042 was

permanently disconnected vide PDCO No. 100/86577 dated 30.03.2014 due to defaulting amount.

- (vii) M/s Wireless TT Info Services (now ATC Telecom Infrastructure Pvt. Ltd.) applied for the electricity connection for a mobile communication tower in Village-Jugiana, Ludhiana for which CA was 3002843739 (now CA 3008209870) with sanctioned load of 19.860 kW and Meter No. was 860926 under Sub division, Sahnewal.
- (viii) As per Half Margin No. 132 dated 24.09.2013 (Part A), the account of the Appellant was overhauled for the period 25.03.2010 to 17.11.2010 (238 days) on the basis of average consumption for the period 17.11.2010 to 21.11.2011 as the meter of the Appellant was burnt and the meter was changed vide MCO No. 82/81992 dated 16.11.2010. It was pertinent to mention here that the connection of the Appellant was released on 25.03.2010 vide SCO No. 91/2210 dated 17.03.2010, but the billing of the Appellant was started from 29.09.2010 due to which the Appellant was short billed. Hence the average of ₹ 1,48,795/- was computed as per Part A of the Half Margin.
- (ix) As per Half Margin No. 132 dated 24.09.2013 (Part B), the difference consumption of 2623 kWh units (11281 kWh - 8658 kWh) was charged as the Appellant was charged average of 'C'

code and the Appellant could not be correctly billed with actual consumption in the bill dated 23.03.2012. The correct meter number was updated in this bill, thus the Appellant was short billed for 2623 kWh units. Hence, the difference of ₹ 16,979/- was computed as per Part B of the Half Margin.

- (x) As per Half Margin No. 132 dated 24.09.2013 (Part C), the account of the Appellant was overhauled for the period 24.07.2012 to 05.04.2013 on the basis of average consumption of the corresponding period as the meter of the Appellant was burnt and meter was changed vide MCO No. 21/74938 dated 12.02.2013. As per remarks of JE In-charge on the application of the Appellant, it was reported, "Terminal block of the meter is burnt. Meter is electronic 3 phase. The particular of the meter are not readable. The cost of burnt meter to be deposited." Hence the average of ₹ 1,74,047/- was computed as per Part C of the Half Margin.
- (xi) Hence total of ₹ 3,39,821/- (Part A+ Part B+ Part C) was charged as per Half Margin No. 132 dated 24.09.2013 issued by Revenue Audit Party, Estate Special Division, Ludhiana.
- (xii) Subsequently, as per Half Margin No. 220 dated 07.03.2014, the account of the Appellant was overhauled for the period 05.04.2013 to 03.01.2014 on the basis of average consumption

of the corresponding period as the meter of the Appellant was again burnt. Hence, the average of ₹ 1,21,722/- was charged as per Half Margin No. 220 dated 07.03.2014 issued by Revenue Audit Party, Estate Special Division, Ludhiana.

(xiii) The Corporate Forum, Ludhiana had passed an order in this case on 20.07.2022 that the outstanding amount charged to the Appellant of ₹ 7,43,805/- was correct and recoverable.

(xiv) As per the order passed by the Corporate Forum, Ludhiana; outstanding amount charged to the Appellant of ₹ 7,43,805/- was correct and recoverable. Whereby the Appellant had been charged an amount of ₹ 3,39,821/- in the bill dated 21.04.2014 vide Half Margin No. 132 dated 24.09.2013 and an amount of ₹ 1,21,722/- in the bill dated 18.12.2014 vide Half Margin No. 220 dated 07.03.2014 and rest of the amount was of defaulting and the account no. CA 3002844042 was permanently disconnected vide PDCO No. 100/86577 dated 30.03.2014, so the Half Margins were prepared and charged to CA 3002844042 before its PDCO dated 30.03.2014 and shown as outstanding amount in ledger which was later on transferred to CA 3002843739 (now CA 3008209870) of the Appellant named as M/s Wireless TT Info (now ATC Telecom Infrastructure Pvt. Ltd.), VPO-Kanech under Sahnewal Sub

division. It was hereby mentioned that as per Legal Section of the PSPCL vide its U.O. No. 1248 dated 27.10.2021 addressed to Chief Engineer Commercial, Patiala had clarified about the period of limitation, as under:-

*“To conclude, Section 56(2) did not preclude the licensee company from raising an additional or supplementary demand after the expiry of the limitation period under Section 56(2) in the case of a mistake or bona fide error. It did not however, empower the licensee company to take recourse to the coercive measure of disconnection of electricity supply for recovery of the additional demand. As per Section 17(1)(c) of the Limitation Act, 1963, in case of mistake, the limitation period begins to run from the date when the mistake is discovered for the first time.”*

- (xv) The Half Margin No. 132 was prepared on 24.09.2013 and charged in the bill dated 21.04.2014 and Half Margin No. 220 was prepared on 07.03.2014 and charged in the bill dated 18.12.2014 to the Appellant and later on connection was also disconnected on 30.03.2014.
- (xvi) The Half Margin No. 132 dated 24.09.2013 was charged in time and reflected in the bill dated 21.04.2014 and Half Margin No. 220 dated 07.03.2014 was also charged in time and reflected in the bill dated 18.12.2014, so there was no delay of 6 years. After transferring outstanding amount from CA

3002844042 to CA 3002843739 (now CA 3008209870), a Memo No. 1858 dated 17.03.2021 in the shape of supplementary bill/ notice was also issued to the Appellant to pay the said amount.

(xvii) In view of reply as stated above, it was requested that Corporate Forum, Ludhiana had correctly decided the case and present Appeal may kindly be dismissed in the favour of the PSPCL.

**(c) Submission during hearing**

During hearing on 10.11.2022, the Respondent reiterated the submissions made in the written reply to the Appeal and prayed for the dismissal of the Appeal.

**6. Analysis and Findings**

The issue requiring adjudication is the legitimacy of amount of ₹ 7,43,805/- charged to Appellant on account of pending defaulting amount of another account of the Appellant.

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

(i) The Corporate Forum in its order dated 20.07.2022 observed as under:-

“Forum observed that the present case is regarding transfer of defaulting amount of other connection of the same person. The connection having account no. 3002844042 was permanently disconnected vide PDCO no. 100/86577 dated 30.03.2014 effected on 30.03.2014. The defaulting amount was charged on the basis of LCR no. 5/1842 dt. 16.03.2021 to Petitioner’s account. Petitioner received notice vide memo no. 2510 dated 18.08.2021 as per which defaulting amount of Rs. 743805/- for the account no. 3002844042 installed at Jogiana, was transferred to account no. 3002843739 of the Petitioner.

Forum observed that the outstanding amount consists of Rs. 339821/- charged vide Half margin no. 132 dated 24.03.2013 issued by Revenue audit Party due to non-billing from the date of connection i.e., 25.03.2010 to 29.09.2010 and wrong billing/difference of units for different periods. Further the account of the petitioner overhauled vide HM no. 220 dated 07.03.2014 for Rs. 121722/- from 05.04.2013 to 03.01.2014 on the basis of average consumption of the corresponding period as the meter of the consumer was again burnt.

Forum further observed as under:

- a. “M/s Wireless TT Info Services Limited (WTTIL)” which after change of name thrice have become “ATC Telecom Infrastructure Private Limited.”
- b. Petitioner mentioned in his Petition that the said connection was closed without any pendency of arrears. However, Petitioner failed to produce any documentary evidence regarding nothing has been due against the company. On the other hand, the said amount of Rs. 743805/- was continuously shown as outstanding amount since 2015 in the account of Wireless TT Jogiana Site till it was transferred to Kanech Site.

c. Petitioner failed to produce any documentary evidence showing that the tower site at Jugiana at which the defaulting amount is outstanding had not been taken over by ATC Telecom Infrastructure Private Limited, as contended in his Petition/Rejoinder/oral discussion. Forum is of the view that contention of the petitioner is baseless as this is a case of Change of Name only and not of acquisition/takeover.

d. The Petitioner did not contest the constituents of the outstanding amount which inter alia consists of non-billing of some period/wrong billing/difference of units and failed to produce any documentary evidence to show that any amount has been paid against the above said constituents but was only contended in his petition/rejoinder and during oral discussion that the charging of amount is time-barred as per law of limitation.

Forum further observed that the relevant regulations of Supply Code dealing with the charging of defaulting amount in case of change of occupancy, is reproduced as under: -

*30.12 Change of Occupancy: -*

*It shall be the responsibility of the owner/occupant of a premises to get a special reading done by the distribution licensee at the time of change of occupancy or on the premises falling vacant. The owner or occupier may request the distribution licensee in writing for a special reading at least 15 days in advance of such a change. The distribution licensee shall arrange a special reading and deliver the final bill, including all arrears till the date of billing, within 7 days of the meter reading. The final bill shall also include payment for the period between the date of special reading and the proposed vacation of the premises on a pro rata basis.*

*30.13 If a consumer vacates any premises to which electricity has been supplied by a distribution licensee without paying all charges due from him in*

*respect of such supply, or for the provision of an electricity meter, electric line or electrical plant, the distribution licensee may refuse to give him supply at any other premises until he pays the amount due and also may refuse to connect such premises either on request from existing consumer or on application for new connection by any person till all dues are cleared.*

*30.14 Once the final bill is raised under Regulation 30.12, the distribution licensee shall not have the right to recover any other charge(s) from the new occupant of the premises.*

*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.*

Further definition of 'Person' as stipulated in Supply Code is as under:

*Section 2 (zt): "**Person**" means any person/ persons or occupier or possessor of a premises or place who may or may not be a consumer and shall include any company or body corporate or association or body of individuals, whether incorporated or not, or an artificial juridical person;*

Forum observed that as per Regulation no. 30.13 dealing with defaulting amount it is clearly written that the "If a consumer vacates any premises to which electricity has been supplied by a distribution licensee without paying all charges due from him in respect of such supply, or for the provision of an electricity meter, electric line or electrical plant, the distribution licensee may refuse to give him supply at any other premises until he pays the amount due and also may refuse to connect such premises either on request from existing consumer or on application for new connection by any person till all dues are cleared" and as per definition of the person the owner of Jogiana site and Kanech site are same Person. Further as per Reg. 30.12, it was the responsibility of the owner/occupant to get

special reading done and clear all his dues, which in this case petitioner could not produce any documentary evidence in this regard.

Forum further observed that in another case, the Legal section of the PSPCL vide its U.O. no. 1248 dated 27.10.2021 addressed to Chief Engineer Commercial, Patiala has clarified about the period of limitation, as under:

*“To conclude, Section 56(2) did not preclude the licensee company from raising an additional or supplementary demand after the expiry of the limitation period under Section 56(2) in the case of a mistake or bona fide error. It did not however, empower the licensee company to take recourse to the coercive measure of disconnection of electricity supply. For recovery of the additional demand. As per Section 17(1)(c) of the Limitation Act,1963. In case of mistake, the limitation period begins to run from the date when the mistake is discovered for the first time.”*

In the present case, as per Respondent, the mistake was notice on dated 16.03.2021 vide LCR no. 05/1842 dated 16.03.2021 and notice no. 1858 dated 17.03.2021 was issued to deposit the amount of Rs. 743805/- and subsequently charged to petitioners account, which is continuously being shown in his bills till date. Therefore, as per above clarification, the present case is not time barred as contended by the petitioner.

Keeping in view the petition, written reply of the Respondent as well as rejoinder, comments/oral arguments along with the relevant material brought on the record, it is clear that both the connections were of the same person as per Reg. 30.12 & 30.13 & as per definition of person under Section “2-zt” of Supply Code, it is inferred that the Petitioner is liable to pay the outstanding amount charged to him which is of same person. Further, as explained above, the present case is not time barred as contended by the petitioner. Therefore, Forum came to unanimous

conclusion that the outstanding amount charged to Petitioner of Rs. 743805/- is correct and recoverable.”

- (ii) I have gone through the written submissions made by the Appellant in the Appeal, written reply of the Respondent as well as oral arguments of both the parties during the hearing on 10.11.2022. It is observed by this Court that the constituents of the defaulting amount of ₹ 7,43,805/- transferred to the Appellant's account contained amount of ₹ 3,39,821/- charged pertaining to Half Margin No. 132 dated 24.09.2013 and ₹ 1,21,722/- charged pertaining to Half Margin No. 220 dated 07.03.2014 and remaining defaulting amount of ₹ 2,82,262/-.
- (iii) On perusal of Part A of Half Margin No. 132 dated 24.09.2013, it is observed that Account No. 3002844042 of the Appellant was overhauled for the period of 238 days from 25.03.2010 to 17.11.2010 which was done against the provisions contained in Regulation 21.4 (g) of Supply Code, 2007 according to which the account cannot be overhauled for a period more than 6 months. So, this Part A of the Half Margin should be revised and the account be overhauled for the maximum period of 6 months preceding the date of change of defective/ burnt meter. Amount of ₹ 16,979/- charged in Part B of the same Half Margin was not chargeable as there was no difference of units

as detected from the reading record of the Account No. 3002844042. As regards Part C of the Half Margin No. 132, the account was overhauled for the period from 24.07.2012 to 05.04.2013 again in violation of Regulation 21.4 (g) of Supply Code, 2007. The amount of ₹ 1,74,047/- should also be revised by overhauling the account for maximum period of 6 months just preceding the date of change of burnt meter as per Regulation 21.4 (g) of Supply Code, 2007.

(iv) The violation of Regulation 21.4 (g) of Supply Code, 2007 was also noticed in the amount of ₹ 1,21,722/- charged vide Half Margin No. 220 dated 07.03.2014. Here also, the account was overhauled for a period of more than 6 months from 05.04.2013 to 03.01.2014. So, this amount of ₹ 1,21,722/- should also be revised by overhauling the account for maximum period of 6 months just preceding the date of the change of burnt meter as per Regulation 21.4 (g) of Supply Code, 2007.

(v) Further, I do not find any merit in the contention of the Appellant that the demand pertaining to period of 2014 to 2015 was raised by the Respondent in the year 2021, which is time barred at this stage as per Section 56(2) of the Electricity Act, 2003. In this regard, Hon'ble Supreme Court of India in its judgment dated 05.10.2021 in Appeal Case No. 7235/ 2009,

M/s Prem Cottex Vs Uttar Haryana Bijli Vitran Nigam Limited & Ors., had clarified the position relating to this Section 56(2) of the Electricity Act, 2003 that though the liability to pay arises on the consumption of electricity, the obligation to pay would arise only when the bill is raised by the licensee, therefore electricity charges would become “first due” only after the bill is issued, even though the liability would have arisen on consumption. The Hon’ble Court also held that Section 56 (2) does not preclude the licensee from raising an additional or supplementary demand after the expiry of period of limitation in the case of a mistake or bonafide error. The liability to pay the electricity charges is a statutory liability and this liability cannot be waived off.

- (vi) It was also observed that the defaulting amount transferred to the Appellant’s account was of the Appellant’s another electricity account with the Licensee. So as per Regulation 30.13 of Supply Code, 2014, the same is recoverable from the Appellant.
- (vii) Keeping in view of the above, the demand raised with reference to Half Margin No. 132 dated 24.09.2013 and Half Margin No. 220 dated 07.03.2014 be revised as discussed above. These revised amounts alongwith defaulting amount are recoverable

from the Appellant. Revised notice should be served to the Appellant after complying with the directions of this court.

- (viii) The delay in the recovery of defaulting amount has not been explained by the Respondent. The Licensee may investigate the negligence of officials/officers in this case & take appropriate action in this regard.

## **7. Decision**

As a sequel of above discussions, the order dated 20.07.2022 of the CCGRF, Ludhiana in Case No. CF-003/2022 is partially modified to the extent that the amounts charged on the basis of Half Margin No. 132 dated 24.09.2013 and Half Margin No. 220 dated 07.03.2014 be revised as discussed under the heading “Analysis and Findings”. These revised amounts relating to Half Margins alongwith defaulting amount are recoverable from the Appellant.

- 8.** The Appeal is disposed of accordingly.
- 9.** 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.

10. 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.

November 10, 2022  
S.A.S. Nagar (Mohali).

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

