

**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. 68/2022**

**Date of Registration : 15.12.2022  
Date of Hearing : 30.12.2022  
Date of Order : 30.12.2022**

**Before:**

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

**In the Matter of:**

**Smt. Jaswinder Kaur W/o Sh. Gurjit Singh,  
C/o Sahni's Bakery, Bhupindra Road,  
Patiala-147001.**

**Contract Account Number:3000058643 (NRS)**

**...Appellant**

**Versus**

**Addl. Superintending Engineer,  
DS Model Town Division,  
PSPCL, Patiala.**

**...Respondent**

**Present For:**

**Appellant: Er. G.D.Batish,  
Appellant's Representative.**

**Respondent : Er. Jatinder Garg,  
Addl. Superintending Engineer,  
DS Model Town Division,  
PSPCL, Patiala.**

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 10.11.2022 of the Corporate Consumer Grievances Redressal Forum, Ludhiana (Corporate Forum) in Case No. CF-153/2022 deciding that:

*“Amount of Rs. 472559/- charged vide notice no. 10210 dated 27.09.2021, on account of difference of Fixed charges due to extension in load/CD, is correct and recoverable. The decision of Zonal CGRF, PSPCL Patiala dated 29.08.2022 is upheld.”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 15.12.2022 i.e. beyond the period of thirty days of receipt of the decision dated 10.11.2022 of the CCGRF, Ludhiana in Case No. CF-153/2022. The Appellant deposited 100% of the disputed amount. Therefore, the Appeal was registered on 15.12.2022 and copy of the same was sent to the Addl. SE/ DS Model Town Divn., PSPCL, Patiala for sending written reply/ parawise comments with a copy to the office of the CCGRF, Ludhiana under intimation to the Appellant vide letter nos. 1360-1362/OEP/A-68/2022 dated 15.12.2022.

## **3. Proceedings**

With a view to adjudicate the dispute, a hearing was fixed in this Court on 30.12.2022 at 12.30 PM and intimation to this effect was sent to both the parties vide letter nos. 1381-82/OEP/A-68/2022

dated 21.12.2022. As scheduled, the hearing was held in this Court and arguments of both the parties were heard.

#### **4. Condonation of Delay**

At the start of hearing on 30.12.2022, the issue of condoning of delay in filing the Appeal in this Court was taken up. The Appellant's Representative vide its application dated 15.12.2022 had submitted that the Corporate Forum had not forwarded the copy of the decision dated 10.11.2022 in this case to the Appellant and the Appellant came to know about the decision of the same vide Memo No. 13814 dated 17.11.2022 received on 22.11.2022 sent by AEE/ Commercial Sub Divn., Patiala. Therefore, the Appellant's Representative requested that the delay may kindly be condoned and the Appeal be adjudicated on merits in the interest of justice. The Respondent submitted in his written reply that the order dated 10.11.2022 passed in Case No. CF-153/2022 was also sent to the Appellant directly by the CCGRF vide Memo No. 2151/T-222/2022 dated 11.11.2022. The Respondent requested that as the Appellant had not filed the Appeal within the prescribed time, so it should not be entertained.

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 is 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 Representative 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 Non-Residential Supply Category Connection, bearing Account No. 3000058643 with sanctioned load of 254.46 kW/ CD as 150 kVA under DS Model Town Divn., Patiala.
- (ii) The Appellant had filed its Petition before Zonal Level CGRF, Patiala whereby she challenged demand of ₹ 4,72,559/- raised by the Respondent vide its Demand Notice No. 10210 dated 27.09.2021.
- (iii) The ZLCGRF had dismissed the case of the Appellant vide Order dated 29.08.2022 and had held that the amount of ₹ 4,72,559/- raised vide Notice No. 10210 dated 27.09.2021 was recoverable from the Appellant.
- (iv) The Appellant had filed Appeal against the order dated 29.08.2022 before the Corporate Consumer Grievances Redressal Forum, Ludhiana and the Corporate Forum vide its Order dated 10.11.2022 had dismissed the Appeal of the Appellant on the basis that the Appellant had raised new issue of up-dation of ACD (Securities) and interest thereupon. The Corporate Forum had observed that the

issue which was not earlier raised in the main Petition cannot be raised in this Appeal. As such, this issue is not being discussed in this Appeal case. Further, extension in load was completed vide SJO No. 89/3030 dated 21.11.2011 effected on 22.11.2011. Corporate Forum had observed that extension in the load was effected on 22.11.2011 vide SJO No. 89/3030 dated 21.11.2011 although the same was not updated in the SAP Billing System, due to which Fixed Charges could not be charged from 01.01.2018 as applicable on extension of load. The plea of the Appellant that her CD had never crossed 100 kVA (except July, 2022, when it was 120) during the entire period cannot be accepted as he was never restrained from using the load upto his Sanctioned Load/ CD of 254.467 kW/282.741 kVA.

- (v) Regarding the issue of the demand raised as time barred. The Corporate Forum had observed as under:

*“On perusal of above para's & complete judgment of the Hon'ble Supreme Court of India, it is very clear that the respondent can recover the amount short billed due to negligence on the part of Licensee even after two years.*

*Forum have gone through the written submission made by the petitioner in the petition, written reply of the Respondent as well as oral arguments made by the petitioner and respondent alongwith the material brought on record. From the above discussion, Forum is of the opinion that due to non updation of the extended load/CD, the petitioner was not*

*charged fixed charges according to his extended CD, so the revised fixed charges now charged are not time-barred and are correct and recoverable.*

*Keeping in view of the above, Forum came to unanimous conclusion that amount of Rs. 4,72,559/- charged vide notice no.10210 dated 27.9.2021 on account of difference of fixed charges due to extension in load/CD, is correct and recoverable. The decision of Zonal CGRF, PSPCL, Patiala dated 29.8.2022 is upheld.*

*On the basis of above observation, the Ld. Forum has decided that amount of Rs.4,72,559/- charged vide notice no.10210 dated 27.9.2021 on account of difference of fixed charges due to extension in Load/CD is correct and recoverable. The decision of Zonal level CGRF, PSPCL, Patiala 29.8.2022 is upheld.”*

(vi) The Corporate Forum had not acted as quasi- judicial body rather the findings have been given as an administrative body acting on behalf of the PSPCL. The extension of load/ CD was applied by the Appellant from existing load of 179.760/199.733 kVA to 254.467/282.741 kVA in the year 2011 by depositing ₹ 34,806/- vide BA 16 No. 284/141 dated 27.07.2011 and ₹ 67,230/- vide BA No. 436/ 91262 dated 07.10.2011.

(vii) The Respondent had averred that the extension in load was completed vide SJO No. 89/3030 dated 21.11.2011 effected on 22.11.2011.

(viii) The ZLCGRF and the Corporate Forum had considered the averments made by the PSPCL as correct and on the basis of that assumption, the findings had been given in the present case. Detailed averments made by the Appellant had not been rebutted by the ZLCGRF or by the Corporate Forum.

(ix) The Corporate Forum had observed that extension in load was effected w.e.f. 22.11.2011 vide SJO No. 89/3030 dated 21.11.2011. Service Job Order was issued for completing some work required for the Job. For extension in load, the capacity of the Transformer was required to be increased to cater the load of 254.467 kW/282.741 kVA. It had not been brought on record that the capacity of the transformer had been extended or increased or the old transformer had been replaced with the new transformer to cater the demand of extended load. The augmentation in the system of supply was required to be made. Only by writing on the SJO that it has been finished on 22.11.2011 does not make the compliance required for completing/finishing the SJO. The Forum had given findings without going into the procedure required to be followed as per instructions, Rules and Regulations. The capacity of the Transformer feeding the premises of the Appellant prior to the issuance of SJO was 200 kVA and the capacity of the transformer had never been extended till date. Otherwise also, the augmentation of the transformer was required to

be got sanctioned by the Respondent from the Chief Electrical Inspector, Govt. of Punjab. The Respondent had nowhere proved that they had augmented the transformer to cater the extended load and the same had been got sanctioned from the Chief Electrical Inspector. Otherwise also, it was not practically possible that the Service Job Order had been issued on 21.11.2011 and had been finished on 22.11.2011 (in one day). The averments made by the Respondent and findings given by the Forum are hypothetical and are not based on facts.

- (x) On completion of the service job order, the signature of the Consumer were required to be appended and she should have been given information regarding the completion of the work on the alleged SJO dated 21.11.2011 and the work should have been done to the complete satisfaction of the Consumer. The signature of the Appellant had not been obtained. If the said order had been kept in the files, it did not mean that the work had been completed by writing the date of completion of the work. Without augmenting the capacity of the transformer/ supply system, it was not possible for the Appellant to avail the load/ CD of 254.467 kW/ 282.741 kVA.
- (xi) In addition to the information given at the time of completing the service job order, the Extended Load/ Contract Demand should have been shown in the monthly bills issued to the Appellant. Neither the

completion of the Service Job Order (SJO) was communicated to the Appellant nor it was shown as effected in the monthly bills issued to the Appellant. In the absence of communication of the completion of the Service Job Order, it was not possible for the Appellant to avail the said load and Contract Demand.

(xii) It was the reason that the Appellant had not availed the said load/ contract demand. From the Energy Bills issued since 22.11.2011 onwards, it was apparent that the Contract Demand of the Appellant never exceeded 100 kVA (except July 2022) throughout this period, which made it amply clear that the Appellant had not availed the Extended Load which she had sought.

(xiii) As per Section 57 of the Electricity Act, 2003; Standard of Performance of Licensee has been provided, which is reproduced as under:

*“57. Standards of performance of licensee. –*

*(1) The Appropriate Commission may, after consultation with the licensees and persons likely to be affected, specify standards of performance of a licensee or a class of licensees.*

*(2) If a licensee fails to meet the standards specified under subsection (1), without prejudice to any penalty which may be imposed or prosecution be initiated, he shall be liable to pay such compensation to the person affected as may be determined by the Appropriate Commission:*

*Provided that before determination of compensation, the concerned licensee shall be given a reasonable opportunity of being heard.*

*(1) The compensation determined under sub-section (2) shall be paid by the concerned licensee within ninety days of such determination.”*

- (xiv) While framing Electricity Supply Code and Related Matters Regulations, 2014, the Punjab State Electricity Regulatory Commission had provided Standard of Performance in Chapter-VI, wherein payment of compensation to the consumer was provided and was to be given to the consumer in Regulation 26. The Respondents failed to observe the Standard of Performance and the Appellant was entitled to compensation as per provisions of the Regulations. The Corporate Forum had penalized the Appellant for failure of the Licensee to maintain Standard of Performance.
- (xv) In Regulation 8 of the Regulations, time limit had been provided for different jobs. It was provided in Regulation 8.3.3, where 11 kV supply was to be provided after extension/augmentation of the network, time limit for completion of the work is Sixty (60) days. The augmentation of the transformer and completion of the work had not been done for years together and without doing any work the amount of ₹ 4,72,559/- had been raised against the Appellant.
- (xvi) It is settled proposition of law that nobody can take the benefit of its own wrongs. The Respondents had taken the benefit of its own wrongs and penalized the Appellant without any fault on her part.

The Forum had rewarded the wrongdoer and had punished the innocent Appellant.

(xvii) The bills from the date of issuance of the SJO to the date of issuance letter raising demand of ₹ 4,72,559/- had been issued by the Respondent. Sanctioned/ connected load in kilowatts (kW) and the CD in kVA had been shown in the bills. The same connected load/CD of 179.760 had been depicted in the bills issued prior to the issuance of the demand of ₹ 4,72,559/-. In the bill issued on 24.08.2021, the load had been shown as 254.467 kW and CD has been shown as 179.760 kVA. Further in the bill issued on 23.09.2021, the connected load had been shown as 254.467 kW and CD had been shown as 282.741 kVA. The Respondent themselves didn't know, what they had done at site and what had been done in the documents.

(xviii) The Appellant could only avail the extended load, if she had been given the information regarding sanctioning of the Extended Load after upgrading the system required for extension of load. Neither the system was extended for extension of the load nor was information given to the Appellant that the extended load had been sanctioned by the department.

(xix) The Appellant had deposited amount of ₹ 34,806/- vide BA 16 No. 284/141 dated 27.07.2011 and ₹ 67,230/- vide BA No. 436/91262

dated 07.10.2011 as a security. Interest was required to be given after completion of the work at the rate provided in the Rules, Regulations and Instructions issued by the PSPCL. The file had been kept closed without doing anything. It also corroborates the version of the Appellant that the work of extension of load was not completed and nothing had been done in the matter and without doing anything, kept the file closed, the demand had been raised.

- (xx) The Forum without going into the facts of the case, had only taken the load as extended on the basis of SJO dated 21.11.2011 without application of mind what to say of judicious mind.
- (xxi) Had the load been extended, the Appellant would have availed the load for extension of her business. The Appellant was availing the same load upto 08/2021, which she was availing in the Year, 2011. It is apparent from the consumption record and the Contract Demand shown by the meter in the bills issued for the said period.
- (xxii) The Forum had not tried to look into the pattern of the consumption during the entire period w.e.f. 22.11.2011 to the date of issuance of Demand Notice. The Forum had taken very superficial view of the matter, while deciding the case of the Appellant.
- (xxiii) The Forum had held the demand as raised within the period of limitation by grossly misinterpreting the Section 56 (2) Electricity Act, 2003. Section 56 is reproduced as under:-

**“56 Disconnection of supply in default of payment.—**

*(1) Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a licensee or the generating company in respect of supply, transmission or distribution or wheeling of electricity to him, the licensee or the generating company may, after giving not less than fifteen clear days notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, cut off the supply of electricity and for that purpose cut or disconnect any electric supply line or other works being the property of such licensee or the generating company through which electricity may have been supplied, transmitted, distributed or wheeled and may discontinue the supply until such charge or other sum, together with any expenses incurred by him in cutting off and reconnecting the supply, are paid, but no longer:*

*Provided that the supply of electricity shall not be cut off if such person deposits, under protest,*

- (a) an amount equal to the sum claimed from him, or*
- (b) the electricity charges due from him for each month calculated on the basis of average charge for electricity paid by him during the preceding six months, whichever is less, pending disposal of any dispute between him and the licensee.*

*(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.”*

- (xxiv) While interpreting Section 56 of the Electricity Act, the Corporate Forum had held that on perusal of the Sub Sections (1 and 2) of Section 56 and judgment of the Hon'ble Supreme Court of India in Civil Appeal No.7235 of 2009 titled as M/s. Prem Cottex Vs Uttar Haryana Bijli Vitran Nigam, the Respondent can recover the

amount short billed due to negligence on the part of the licensee even after two years and it cannot be recovered only when there is a negligence on the part of the Consumer to pay. The demand has been held by the Corporate Forum as raised within time.

(xxv) As per version of the Respondent, the service Job Order had been completed on 22.11.2011 and the demand had been raised on 27.09.2021 after near about 10 years from the completion of the work. There was no law, which permitted the demand to be raised after a period of ten years. Otherwise also, it was against the law of Limitation also.

(xxvi) The remedy before the Respondents for recovering this amount was not provided in Section 56 of the Electricity Act, 2003. They had used coercive methods to recover the said amount. The notice for the demand of ₹ 4,72,559/- was given on 27.09.2021. After the decision of the Forum dated 10.11.2022, which had been communicated on 22.11.2022, the demand of ₹ 5,95,018/- had been raised vide letter no. 13814 dated 17.11.2022. The decision was communicated lateron and the demand was raised prior to that. It was a coercive method adopted by the Respondent. Here is not end of the matter, the amount of ₹ 5,99,747/- has been raised in the bill issued on 22.11.2011. The amount was ordered to be deposited by 02.12.2022. In case of non-deposit of the bill, there

was a clear threat of disconnection of the connection of the Appellant. The Appellant had to deposit the said amount alongwith bill for the month 11/2022 i.e. amount of demand of ₹ 599747/- + 182573/- i.e. the amount of current bill, total amounting to ₹ 7,82,320/- on 02.12.2022 under protest to avoid disconnection of her connection. The Appellant had been depositing electricity bills regularly for the past many years calculated on the basis of consumption recorded and no disconnection could have been effected or threatened. It was a colourable exercise of power on the part of the Respondent under the grab of Section 56, they have misused their powers. The only remedy before the Respondents was to file a suit for recovery for recovering the said amount. The Respondents had abused its powers. The Forum had given findings by misinterpreting the Section 56 of the Electricity Act, 2003.

(xxvii) In the decision by the Corporate Forum, it had been specifically written that if the Petitioner is not satisfied with the decision of CCGRF, she is at liberty to file a representation before the Ombudsman appointed/ designated by the Punjab State Electricity Regulatory Commission within the 30 days from the receipt of the order of the Forum. The order had been passed on 10.11.2022 and communicated on 22.11.2022 and the demand had been raised on

17.11.2022 and had been added in the bill issued on 22.11.2022. The Respondents had acted in gross violation of the order of the Corporate Forum also. The Respondent had not waited for the period given by the Corporate Forum and acted in a hasty manner and arbitrarily.

(xxviii) The Forum had given findings that the Appellant had raised new issue of updation of ACD (Securities) and interest thereupon which was not raised earlier in the main petition and cannot be raised in the Appeal. The findings of the Corporate Forum were against the settled propositions of law. It is a settled law that any Court can mould relief according to the facts and circumstances of the case. The present dispute should have been considered in totality and not in isolation of the other facts involved in the dispute. The findings of the Forum were against the settled propositions of law.

(xxix) Otherwise also it is settled law, that when technicalities of the procedure and substantial justice are pitted against each other, the cause of substantial justice will prevail upon. The Corporate Forum had defeated the cause of substantial justice on mere technicalities of procedure.

(xxx) It is a settled proposition of law that any order causing civil consequential cannot be passed without giving proper opportunity

of being heard to the effected party. The notice raising demand had been issued without giving any opportunity of being heard to the Appellant. The Appellant had been condemned unheard against the settled propositions of law.

(xxxii) There were other illegalities and irregularities also in the impugned order.

(xxxii) It was prayed that the Appeal filed by the Appellant may kindly be allowed and the order dated 10.11.2022 passed by Corporate Forum may be set aside and Notice No. 10210 dated 27.09.2021 issued by AEE/ AE (DS) Sub Division (Comm-1) Model Town, Punjab State Power Corporation Ltd., Patiala raising a demand of ₹ 4,72,559/- may kindly be quashed and the Respondent be directed to refund the amount of ₹ 5,99,747/- deposited by the Appellant on 02.12.2022 with interest @ 18% p.a. from the date of deposit till realization. The appellant be awarded compensation to the tune of ₹ 2 Lac for facing mental pain, agony and inconvenience and for defaming the Appellant in the eyes of public because of the acts of the Respondents alongwith costs of the Appeal. The Appellant be awarded compensation as provided in Electricity Supply Code and Related Matters Regulations, 2014 for failure to maintain Standard of Performance and for not providing service within the period prescribed in the Regulations.

(xxxiii) Any other relief which this Hon'ble Court may deem fit and proper in view of the facts and circumstances of the case, may also be granted in the interest of justice.

**(b) Submission made in the Rejoinder**

The Appellant submitted the Rejoinder to the written reply of the Respondent for consideration of this Court & the main points raised in this rejoinder are as below:-

- (i) The Appeal had been filed within the period of limitation from the date of receipt of the decision of the Corporate Forum.
- (ii) The Appellant had admitted clubbing of two connections, installing of the transformer and inspection of the Chief Electrical Inspector dated 20.10.2010, filing of the application for extension of load in the Year 2011, payment of additional Security deposit/ SCC etc. The Appellant had denied that SJO No. 89/3030 dated 21.11.2011 was completed on 22.11.2011. The Appellant was not given any intimation regarding its completion and no signature of the Appellant were obtained on the said SJO, which was mandatory and without that there was no information to the Appellant to avail the extended load. The transformer was the same, which was installed by the Appellant at the time of clubbing of two connections in the Year 2010. After that no new transformer was installed by the Respondent. The information

regarding sanction of the extended load had not been given to the Appellant. All the bills after 2010 to 27.09.2021 had been issued on the same sanctioned contract demand which was sanctioned earlier in the year 2010.

- (iii) The Appellant had again reiterated that the Respondent had not given any intimation to the Appellant regarding sanction of her extended load because of this she never utilized/ used the extended load.
- (iv) Letter bearing memo no. 889 dated 05.07.2021, had been written by the Respondent just to cover its own negligence and misdeeds. During the period w.e.f. 26.07.2011 to 27.09.2021, the Appellant had never been given any information regarding the sanction of the extended load/ contract demand. It was only in the letter dated 27.09.2021 whereby demand of ₹ 4,72,559/- had been raised for the period w.e.f. 01.01.2018 to 22.08.2021. As per version of the Respondent, this demand was raised on the basis of Commercial Circular No. 46/2017 dated 10.11.2017. After issuance of this circular also, no information regarding sanction of the extended load was given to the Appellant, which was mandatory as per provisions of this circular also. Had it been given at that time also, the Appellant could have reduced its load. It was only on 27.09.2021, when the Appellant came to know regarding the

sanction of the extension of load and on that basis issuance of the revised demand. After receiving this letter on 27.09.2021, the Appellant had made application for reduction of her load as it was earlier. Because of inaction and negligence on the part of the Respondent, the Appellant had been penalized and they had taken the benefit of its own wrongs.

(v) The Appellant had prayed that the Appeal filed by her may kindly be allowed in the interest of justice.

(c) **Additional submissions**

The Appellant submitted the following additional submissions for consideration of this court:

(i) The Appeal was filed in this Court within time after receipt of decision dated 10.11.2022 and therefore it was wrong to say that the Appeal was not filed within time. The decision of the Corporate Forum was sent by the Respondent vide their office no. 2151 dated 11.11.2022 and the Appellant had received a copy of the order from the Respondent on 22.11.2022.

(ii) The transformer installed at the time of clubbing of two connections was the same transformer as passed by the Chief Electrical Inspector on 20.12.2010 and again at the time of increasing the load in the year 2011 i.e. no new transformer was installed. In the year 2010, the Chief Electrical Inspector wrote 200

kVA to the said transformer by clerical mistake as the transformer was originally rated at 300 kVA. It was as per the approved load as per Departmental instructions.

- (iii) It was a fact that in the year 2011, an application for an increase of load was filed and additional Security/ SCC (Service Connection) etc. for the load was submitted, followed by the rest of the process/ test report and other documents for an increase of load was presented by the Appellant. The letter referred to by the Respondent in the context of the demand notice was already produced by the Appellant alongwith the test report of which the Respondent sought to take advantage. No intimation was ever given by the Respondent to the Appellant regarding the sanction of increase in load.
- (iv) No signature of the Appellant was obtained by the Respondent on the SJO, which was mandatory as per Departmental instructions. All the bills from the year 2010 to 27.09.2021 have been issued as per approved load/ CD in the year 2010. As the Respondent never informed the Appellant of the sanction of increased load nor did the Appellant made use of it. The letter memo no. 889 dated 05.07.2021 has been recorded by the Respondent only to cover up its negligence.
- (v) The demand had been made by the Respondent vide letter dated 27.09.2021 for the period from 01.01.2018 to 22.08.2021. It was

raised on the basis of Commercial Circular No. 46/2017 dated 10.11.2017. No information was given to the Appellant regarding the sanction of increased load, which should have been given by the Respondent as per circular issued by the Department. The Appellant could have reduced her load, if the circular was notified as per the instructions of the Department. Upon reading this letter, it was clear that the Respondent had admitted its mistake.

- (vi) The Appellant came to know the sanctioning of the increased load on 27.09.2021 and revised demand based on higher load. The Appellant had not taken advantage of the over load. After receiving this letter dated 27.09.2021, the Appellant applied for reduction of load, which was reduced by the Respondent. The Appellant had been punished by the Respondent for its carelessness and negligence and taken advantage of its wrongdoing.
- (vii) From 2010 to December, 2022 the CD of the Appellant had never been registered more than 100 kVA (except July, 2022 only).
- (viii) It was prayed that the Appeal may kindly be accepted.

**(d) Submission during hearing**

During hearing on 30.12.2022, the Appellant's Representative (AR) reiterated the submissions made in the Appeal as well as in the Rejoinder and Additional submissions and prayed to allow the same.

**(B) Submissions of the Respondent**

**(a) Submissions in written reply**

The Respondent submitted the following written reply for consideration of this Court:-

- (i) The order dated 10.11.2022 passed in Case No. CF-153/2022 was also sent to the Appellant directly by the CCGRF vide Memo No. 2151/T-222/2022 dated 11.11.2022. Therefore, the excuse of the Appellant for filing the Appellant after receipt of decision through AEE/Model Town Commercial Sub Divn. 1, Patiala vide letter dated 17.11.2022 was wrong and should not be entertained.
- (ii) It was pertinent to mention here that earlier two electricity connections were running in the Appellant's premises i.e. Account No. GC12/035 (89.76 kW) and Account No. GC12/042 (90kW) i.e. total load 179.76 kW was clubbed vide Estimate No. 03550/2010-11 & SJO No. 48/43233 dated 10.11.2010 as per observations of Sr. Xen/ Enforcement-1, PSPCL, Ludhiana vide ECR No. 04/348 dated 29.04.2010. The order was completed on 24.12.2010 and HT Meter (Make Secure, Cap. 5/5A, Sr. No. PBB05550) and 11 kV CT PT units (Make: Adhunik, Cap. 10/5A, Sr. No. 10375) were installed at the site. The transformer of 200 kVA capacity was installed by the Appellant after inspection of the Chief Electrical Inspector vide Memo No. 23792 dated 20.12.2010.

(iii) Thereafter on 27.06.2011, the Appellant had submitted A&A form (request no. 272692) to extend the load of A/c No. GC 12/0035 from 179.76 kW/199.73 kVA to 254.467 kW/282.74 kVA i.e. for extension of 74.707 kW/ 83 kVA. The detail of fees paid by the Appellant and documents issued/submitted for extension of load was as under:-

- a. ACD: ₹ 34,860/- (83 kVA x 40) vide BA 16No. 284/141 dated 27.06.2011 (Cheque No. 546336, OBC Bank dated 24.06.2011) was deposited by the Appellant.
- b. As per Job Slip for preparing Estimate No. 1865 dated 30.06.2011 in view of installed equipment capacity, no extra material was required for extension of load.
- c. Demand Notice No. 2033 dated 26.07.2011 was issued by the PSPCL for payment of Service Connection Charges of ₹ 67,230/-.
- d. SCC: ₹ 67,230/- vide BA 16 No. 436/91262 dated 07.10.2011 was deposited by the Appellant and submitted the Test Report on 11.11.2011.
- e. Installation Order (IO) No. 69/19234 dated 15.11.2011 was completed by concerned JE/AE on 15.11.2011 with comments that “No extra material is required.”
- f. SJO No. 89/3030 dated 21.11.2011 was completed on 22.11.2011.

(iv) It was pertinent to mention here that the transformer of 200 kVA earlier installed by the Appellant was augmented to 300 kVA transformer by the Appellant and the same was inspected by the Chief Electrical Inspector vide Memo No. 13127 dated 30.09.2011.

- (v) On the introduction of the SAP system in PSPCL in the end of 2011 and 2012, all the records were manually updated in the SAP system. At that time, the electricity Account No. 3000058643 was assigned to Account No. GC 12/0035. However, the Sanctioned Load/ Contract Demand of 179.760 kW/ kVA was updated in the SAP records instead of 254.467 kW/282.74 kVA.
- (vi) A letter of the Appellant Smt. Jaswinder Kaur was available in record wherein it was submitted that
- “ਵਿਸ਼ਾ: ਅਧਿਪ੍ਰਪਤੀ (Requisition) ਏ ਅਤੇ ਏ ਫਾਰਮ ਅਤੇ ਡਿਮਾਂਡ ਨੋਟਿਸ ਨੰਬਰ 2033 ਮਿਤੀ 26.07.2011 ਦੇ ਸੰਬੰਧ ਵਿੱਚ।  
ਬੇਨਤੀ ਹੈ ਕਿ ਆਪ ਜੀ ਦੇ ਉਪਰੋਕਤ ਪੱਤਰ ਦੇ ਸੰਬੰਧ ਵਿੱਚ ਲੋੜੀਂਦਾ ਕਾਰਵਾਈ ਪੂਰਨ ਕਰ ਦਿੱਤੀ ਗਈ ਹੈ ਅਤੇ ਕਾਰਵਾਈ ਨਾਲ ਸੰਬੰਧਤ ਕਾਗਜ਼ਾਤ ਇਸ ਪੱਤਰ ਦੇ ਨਾਲ ਨੱਥੀ ਕੀਤੇ ਗਏ ਹਨ। ਸੇ ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਉਪਰੋਕਤ ਖਾਤੇ ਦੇ ਲੋਡ ਵਿੱਚ ਵਾਧਾ ਰੈਗੂਲਰ ਕੀਤਾ ਜਾਵੇ ਜੀ।”
- (vii) It was stated that after examining the case of the Appellant, the Assistant Accounts Officer/ Revenue Audit Party, Patiala had informed through letter no. 889 dated 05.07.2021 that in the year 2011 on the request of the Appellant, her Sanctioned Load (SL) was extended to 179.760 kW to 254.467 kW and Contract Demand (CD) from 199.733 kVA to 282.741 kVA. In respect of which the Service Connection Charges of ₹ 67,230/- were deposited by the Appellant vide BA16 No. 436/91262 dated 07.10.2011 and ACD of ₹ 34,860/- was deposited vide BA 16 No. 284/141 dated

27.06.2011. Apart from this, SJO compliance report (SR 89/3030 dated 21.11.2011) by JE is also found in the available records, which showed that the load of the Appellant account should have been 254.467 kW and CD 282.741 kVA but since the time of SAP migration, the SL/CD of this account was recorded as 179.76 kW/kVA in SAP. In this regard, after the observations of the Revenue Audit Party, Patiala dated 05.07.2021, the sub-divisional office contacted the Appellant on her registered mobile no. 9592500002 and informed about the audit observations in the case. No objection was expressed by them in this regard. After this, considering the above letter dated 05.07.2021 of Revenue Audit Party, Patiala and the Appellant's record, the Sanctioned Load (SL) of the Appellant's account had been updated from 179.760 kW to 254.467 kW and Contract Demand (CD) from 179.760 kVA to 282.741 kVA in the SAP system on 23.08.2021.

- (viii) Fixed Charges for the period from 01.01.2018 to 22.08.2021 amounting to ₹ 4,72,559/- had been charged in Account No. 3000058643 on 22.10.2021 vide Memo No. 10210 dated 27.09.2021.
- (ix) The matter of interest of ACD was not part of the original petition/application and was neither entertained by the CCGRF. However, this issue was being catered at Sub Division Office level

on the separate application of the Appellant and would be resolved within a few days after obliging the required formalities.

- (x) As per Job Slip for preparing Estimate No. 1865 dated 30.06.2011, in the view of installed equipment capacity, no extra material was required for extension of load.
- (xi) The prayer made in the grounds of Appeal was wrong. The Respondent had rightly imposed the amount as per the Act and Regulations framed under the Electricity Act, 2003. The Appellant was not entitled to any relief. Any other relief to which this Hon'ble Court deems fit and proper may also be granted in favour of the Respondent and against the Appellant.

**(b) Submission during hearing**

During hearing on 30.12.2022, the Respondent reiterated the submissions made in the written reply to the Appeal and prayed for the dismissal of the Appeal with cost.

**6. Analysis and Findings**

The issue requiring adjudication is the legitimacy of the amount of ₹ 4,72,559/- charged to the Appellant vide Notice No. 10210 dated 27.09.2021 for the difference of Fixed Charges on CD (Contract Demand) of 282.741 kVA instead of 179.760 kVA for the period from 01.01.2018 to 22.08.2021.

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

- (i) The Corporate Forum in its order dated 10.11.2022 observed as under:-

“Forum observed that Petitioner extended his load from 179.760KW/ 199.733KVA to 254.46KW/ 282.741KVA during 11/2011 but same was not updated in the billing system due to which he was billed for lesser fixed charges. Petitioner was issued notice vide Memo No. 10210 dated 27.09.2021 to deposit Rs. 472559/- as difference of fixed charges for the period 01.01.2018 to 22.08.2021. Petitioner also contested that the meter security/ ACD has been shown as NIL in the bill for the month of 08/2013 and Interest was not credited in his account due to the non updation of security. Not satisfied with the amount charged to him, petitioner approached the CGRF, Patiala, but in compliance to CC No. 39/2021, the case was later transferred to Zonal CGRF, Patiala. Zonal CGRF, Patiala in its meeting held on dt. 29.08.2022 decided as under:

*“ਪੇਸ਼ਕਰਤਾ ਅਧਿਕਾਰੀ ਵੱਲੋਂ ਕੇਸ ਸਬੰਧੀ ਪੇਸ਼ ਕੀਤੀ ਕੇਸ ਰਿਸਟਰੀ ਚਾਰਜ ਕੀਤੀ ਰਕਮ ਦੀ ਕੈਲਕੁਲੇਸ਼ਨ ਸੀਟ ਖਪਤਕਾਰ ਦਾ ਖਪਤ ਡਾਟਾ ਆਡਿਟ ਪਾਰਟੀ ਦਾ ਮੀਮ ' ਨੰਬਰ 889 ਮਿਤੀ 05.07.2021, ਖਪਤਕਾਰ ਵੱਲੋਂ ਲੋਡ ਵਧਾਉਣ ਲਈ ਦਿੱਤੇ ਬਿਨੈ ਪੱਤਰ ਅਤੇ ਲੋਡ ਵਾਧੇ ਸਬੰਧੀ ਪੇਸ਼ ਕੀਤੇ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਵਿਸਥਾਰ ਨਾਲ ਵਿਚਾਰਦੇ ਹੋਏ ਫੋਰਮ ਵੱਲੋਂ ਪਇਆ ਗਿਆ ਹੈ ਕਿ ਖਪਤਕਾਰ ਵੱਲੋਂ ਉਪ ਮੰਡਲ ਦਫਤਰ ਵਣਜ-1 ਮਾਡਲਟਾਊਨ ਪਟਿਆਲਾ ਵਿਖੇ ਆਪਣੇ ਮੰਨਜ਼ੂਰਸੁਦਾ ਲੋਡ 179.760 ਕਿਲੋਵਾਟ ਤੋਂ 254.467 ਕਿਲੋਵਾਟ ਅਤੇ ਮੰਨਜ਼ੂਰਸੁਦਾ ਸੀ.ਡੀ. 199.733 ਕਵੀਏ ਤੋਂ 282.741 ਕਵੀਏ ਦਾ ਵਾਧਾ ਕਰਵਾਉਣ ਲਈ ਏ.ਐਡ.ਏ ਫਾਰਮ 272692, ਮਿਤੀ 27.06.2011 ਦਿੱਤਾ ਗਿਆ ਸੀ ਜਿਸ ਸਬੰਧੀ SJO No. 89/3030 ਮਿਤੀ 21.11.2011 ਨਾਲ ਸਾਰੀ ਕਾਰਵਾਈ ਮੁਕੰਮਲ ਕਰਦੇ ਹੋਏ ਖਪਤਕਾਰ ਦੇ ਭਾਰ ਵਿੱਚ ਲੋੜੀਂਦਾ ਵਾਧਾ ਮਿਤੀ 22.11.2011 ਨੂੰ ਕਰ ਦਿੱਤਾ ਗਿਆ। ਪ੍ਰੰਤੂ ਸਿਸਟਮ ਵਿੱਚ ਡਾਟਾ ਅਪਡੇਟ ਨਹੀਂ ਕੀਤਾ ਗਿਆ। ਜਿਸ ਕਾਰਨ ਖਪਤਕਾਰ ਨੂੰ ਉਸਦੇ ਵਧੇ ਹੋਏ ਲੋਡ 254.467 ਕਿਲੋਵਾਟ/ ਸੀ.ਡੀ. 282.741 ਕਵੀਏ ਦੇ ਫਿਕਸ ਚਾਰਜਿਜ਼ ਚਾਰਜ ਹੋਣ ਦੀ ਬਜਾਏ ਅਪਲੋਡ ਹੋਈ ਘੱਟ ਸੀਡੀ 179.76 ਕਵੀਏ ਉੱਪਰ ਫਿਕਸ ਚਾਰਜਿਜ਼ ਚਾਰਜ ਹੁੰਦੇ ਰਹੇ ਜਿਸ ਨੂੰ ਕਿ ਰੈਵਨਿਊ ਆਡਿਟ ਪਾਰਟੀ ਮਾਡਲਟਾਊਨ ਪਟਿਆਲਾ ਵੱਲੋਂ ਆਪਣੇ ਆਡਿਟ ਦੌਰਾਨ Detect ਕੀਤਾ ਗਿਆ ਅਤੇ ਇਸ ਸਬੰਧੀ ਉਪ ਮੰਡਲ ਦਫਤਰ ਨੂੰ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਬਣਦੀ ਕਾਰਵਾਈ ਕਰਨ ਲਈ ਪੱਤਰ ਨੰਬਰ 889 ਮਿਤੀ 05.07.2021 ਰਾਹੀਂ ਲਿਖਿਆ ਗਿਆ। ਇਸ ਉਪਰਤ ਉਪ ਮੰਡਲ ਦਫਤਰ ਵੱਲੋਂ ਖਪਤਕਾਰ ਦਾ ਸਹੀ ਲੋਡ ਸਿਸਟਮ ਵਿੱਚ ਮਿਤੀ 22.08.2021 ਨੂੰ*

**ਅਪਲੇਡ ਕਰ ਦਿੱਤਾ ਗਿਆ ਅਤੇ ਖਪਤਕਾਰ ਨੂੰ ਵਣਜ ਸਰਕੂਲਰ 46/2017 ਨਾਲ ਮਿਤੀ 01.01.2018 ਤੋਂ ਲਾਗੂ ਹੋਏ 2 ਪਾਰਟ ਟੈਰਿਫ ਅਨੁਸਾਰ ਮਿਤੀ 01.01.2018 ਤੋਂ 22.08.2021 ਤੱਕ ਘੱਟ ਚਾਰਜ ਹੋਏ ਫਿਕਸ ਚਾਰਜਿਜ ਦੀ ਰਕਮ ਦੇ ਫਰਕ 472559/- ਰੁਪਏ ਜਮ੍ਹਾਂ ਕਰਵਾਉਣ ਲਈ ਨੋਟਿਸ ਨੰਬਰ 10210 ਮਿਤੀ 27.09.2021 ਜਾਰੀ ਕੀਤਾ ਗਿਆ।**

**ਉਪਰੋਕਤ ਤੱਥਾਂ ਨੂੰ ਵਿਸਥਾਰ ਨਾਲ ਵਿਚਾਰਦੇ ਹੋਏ ਫੋਰਮ ਵੱਲੋਂ ਫੈਸਲਾ ਕੀਤਾ ਜਾਂਦਾ ਹੈ ਕਿ ਖਪਤਕਾਰ ਨੂੰ ਨੋਟਿਸ ਨੰਬਰ 10210 ਮਿਤੀ 27.09.2021 ਨਾਲ ਚਾਰਜ ਕੀਤੀ ਰਕਮ 4,72,559/- ਰੁਪਏ ਵਸੂਲਣ ਯੋਗ ਹੈ ਅਤੇ ਇਸ ਸਬੰਧੀ ਮਹਿਕਮੇ ਦੇ ਨਿਯਮਾਂ ਅਨੁਸਾਰ ਬਣਦੀ ਕਾਰਵਾਈ ਕੀਤੀ ਜਾਵੇ।”**

Petitioner was not satisfied with the decision of Zonal CGRF, Patiala and filed an appeal in Corporate CGRF, Ludhiana.

The Petitioner had raised new issue of updation of ACD and Interest thereupon. Forum observed that the issue which was not earlier raised in main petition cannot be raised in this appeal. As such this issue is not being discussed in this appeal case.

Forum observed that Respondent in its reply submitted that Petitioner applied for the extension of the load from 179.760KW/199.733KVA to 254.467KW/282.741KVA in year 2011 and deposited Rs. 34860/- vide BA16 no. 284/141 dated 27.07.2011 and in compliance of the demand notice, deposited Rs. 67230/- vide BA16 no. 436/91262 dated 07.10.2011. extension in load was completed vide SJO no. 89/3030 dated 21.11.2011 effected on 22.11.2011. Forum observed that extension in the load was effected on 22.11.2011 vide SJO no. 89/3030 dated 21.11.2011 although the same was not updated in the SAP billing system, due to which fixed charges could not be charged from 01.01.2018 as applicable on extended load. The plea of the petitioner that his CD has never crossed 100 KVA during the entire period cannot be accepted as he was never restrained from using the load upto his sanctioned load/CD of 254.467KW/282.741KVA.

Petitioner further pleaded in his petition that arrears relate to the period prior to the period of more than 2 years and thus not recoverable as per Section 56(2) of the Act as under:

*“no sum due from any consumer shall be recoverable after the period of two years from the date when such sum became first due unless*

*such sum has been shown continuously as recoverable as arrears of charges for electricity supplied."*

Forum observed that Supreme Court of India in the Civil Appeal No. 7235 of 2009 titled as M/s Prem Cottex Vs Uttar Haryana Bijli Vitran Nigam Ltd. & Ors while deciding appeal observed in para 24 & 25 of this judgment as follows:

*"24.' Subsection (2) uses the words "no sum due from any consumer under this Section". Therefore, the bar under Subsection (2) is relatable to the sum due under Section 56. This naturally takes us to Subsection (1) which deals specifically with the negligence on the part of a person to pay any charge for electricity or any sum other than a charge for electricity. What is covered by section 56, under subsection (1), is the negligence on the part of a person to pay for electricity and not anything else nor any negligence on the part of the licensee.*

*25. In other words, the negligence on the part of the licensee which led to short billing in the first instance and the rectification of the same after the mistakes detected is not covered by Subsection (1) of Section 56. Consequently, any claim so made by a licensee after the detection of their mistake, may not fall within the mischief, namely, "no sum due from any consumer under this Section", appear in Subsection (2)."*

On perusal of above Para's & complete judgment of the Hon'ble Supreme Court of India, it is very clear that the Respondent can recover the amount short billed due to negligence on the part of Licensee even after two years.

Forum have gone through the written submissions made by the Petitioner in the petition, written reply of the Respondent as well as oral arguments made by the Petitioner and Respondent along with the material brought on record. From the above discussion, Forum is of the opinion that due to non updation of the extended load/CD, the petitioner was not charged fixed charges according to his extended CD, so the revised fixed charges now charged are not time-barred and are correct and recoverable.

Keeping in view the above, Forum came to unanimous conclusion that amount of Rs. 472559/- charged vide notice no. 10210 dated 27.09.2021, on account of difference of Fixed charges due to extension in load/CD, is correct and recoverable. The decision of Zonal CGRF, PSPCL Patiala dated 29.08.2022 is upheld."

(ii) I have gone through the written submissions made by the Appellant in her Appeal as well as in the Rejoinder, additional submissions, written reply of the Respondent as well as oral arguments of both the parties during the hearing on 30.12.2022. It is observed that the Appellant had applied for extension of load from 179.76 kW/199.73 kVA to 254.467 kW/ 282.74 kVA on 27.06.2011 and deposited ₹ 34,860/- as ACD vide BA16 No. 284/141 dated 27.06.2011. Demand Notice No. 2033 dated 26.07.2011 was issued by the Respondent for the payment of Service Connection Charges of ₹ 67,230/-. The Appellant deposited these charges of ₹ 67,230/- vide BA16 No. 436/91262 dated 07.10.2011 and submitted the test report on 11.11.2011 in compliance of the Demand Notice. This test report was verified by the AE/ DS Sub-Division Civil Lines, PSPCL, Patiala and sent to AEE/ Commercial vide Memo No. 1019 dated 14.11.2011. The Transformer of 200 kVA Capacity was augmented to the capacity of 300 kVA by the Appellant. The same was inspected by the Chief Electrical Inspector and permission was granted vide Memo No. 13127 dated 30.09.2011. Installation Order (IO) No. 69/19234 dated 15.11.2011 was completed by the concerned official of the Respondent on 15.11.2011 with comments that no extra material was required. SJO No. 89/3030 dated 21.11.2011 for extension of load was completed on 22.11.2011. As

such, the extension of load was released to the Appellant on 22.11.2011. The SAP billing system was introduced by the Respondent at the same time in year 2011 and 2012 and all records were manually entered in this system. The new Account No. 3000058643 was allotted to the Appellant in SAP billing system. But due to some mistake, the old Sanctioned Load of 179.760 kW/ 179.760 kVA was entered in the system. This mistake was detected by the Revenue Audit Party and the same was communicated to the AEE/ Commercial Sub Division-1, Model Town, Patiala vide Memo No. 889 dated 05.07.2021 for taking necessary action as per the rules and regulations of the PSPCL. The office of the AEE/ Commercial rectified the mistake and updated the SL/CD as 254.467 kW/ 282.741 kVA in the SAP billing system on 22.08.2021. Also, the Appellant was charged ₹ 4,72,559/- vide Notice No. 10210 dated 27.09.2021 for the difference of Fixed Charges on CD of 282.741 kVA instead of 179.760 kVA for the period from 01.01.2018 to 22.08.2021.

- (iii) It is observed that the amount of ₹ 4,72,559/- charged vide Notice No. 10210 dated 27.09.2021 for the difference of Fixed Charges on CD of 282.741 kVA instead of 179.760 kVA for the period from 01.01.2018 to 22.08.2021 is correct and recoverable as the extension of load was released to the Appellant on 22.11.2011.

- (iv) The contention of the Appellant that the capacity of the transformer feeding her premises was of 200 kVA and was never enhanced was not correct as it was proved by the Respondent by producing Memo No. 13127 dated 30.09.2011 of the Chief Electrical Inspector vide which the 300 kVA transformer was inspected and permission was given by the Chief Electrical Inspector.
- (v) The Appellant argued that as per the Respondent, the SJO was completed on 22.11.2011 and the demand was raised on 27.09.2021 after a period of nearly 10 years and hence the demand was time barred. I observe that the disputed demand is for the period from 01.01.2018 to 22.08.2021 and not from 22.11.2011 to 22.08.2021. Also, the Hon'ble Supreme Court of India had observed in its judgment dated 05.10.2021 in Civil Appeal No. 7235/2009 titled as M/s Prem Cottex V/s Uttar Haryana Bijli Vitran Nigam Ltd. &Ors. as under: -

*“The raising of an additional demand in the form of “short assessment notice”, on the ground that in the bills raised during a particular period of time, the multiply factor was wrongly mentioned, cannot tantamount to deficiency in service. If a licensee discovers in the course of audit or otherwise that a consumer has been short billed, the licensee is certainly entitled to raise a demand. So long as the consumer does not dispute the correctness of the claim made by the licensee that there was short assessment, it was not open to the consumer to claim that there was any deficiency. This is why, the National Commission, in the impugned order correctly points out that it is a case of “escaped assessment” and not “deficiency in service”.”*

I am of the opinion that the above judgment of the Hon'ble Apex Court is applicable to the facts of the present case. The amount of ₹ 4,72,559/- charged to the Appellant due to overhauling of the account from 01.01.2018 to 22.08.2021 by applying Fixed Charges on correct sanctioned Contract Demand of 282.741 kVA is an "escaped assessment" which was detected by the Revenue Audit Party of the Respondent. In view of above judgment, the amount of ₹ 4,72,559/- charged to the Appellant is not time-barred and hence fully recoverable from the Appellant being escaped assessment.

- (vi) In view of the above, this Court is not inclined to interfere with the decision dated 10.11.2022 of the Corporate Forum in Case No. CF-153 of 2022. The amount of ₹ 4,72,559/- charged vide Notice No. 10210 dated 27.09.2021 is fully justified and hence recoverable from the Appellant.
- (vii) The Appellant had prayed to award compensation as provided in Electricity Supply Code and Related Matters Regulations, 2014 for failure to maintain standard of performance and for not providing service within the period prescribed in the Regulations. Cause of action is during the year 2011 and Supply Code Regulations, 2014 cannot be applied in this case for grant of compensation for failure to maintain Standards of Performance.

- (viii) The Appellant had raised the issue of payment of interest on Securities as per regulations. This was a new issue in the Appeal before CCGRF and could not be raised before the Corporate Forum because it was not part of the Petition filed in the Zonal Forum. However, the Respondent had informed in its reply that this issue shall be settled after completing the requisite formalities. As such, the Respondent may make payment on Securities as per Supply Code regulations. CE/ Commercial had issued many reminders in this regard.
- (ix) Delay in up-dation of extended load in the SAP billing system had resulted in unnecessary harassment to the Appellant. Timely updation of required data would have avoided this dispute case. This type of negligence should not be repeated in future.
- (x) This Court is not inclined to grant any compensation & cost of the Appeal as prayed by the Appellant.

## **7. Decision**

As a sequel of above discussions, the order dated 10.11.2022 of the Corporate Forum in Case No. CF-153 of 2022 is hereby upheld.

**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.

December 30, 2022  
S.A.S. Nagar (Mohali)

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