**COURT OF THE LOK PAL (OMBUDSMAN), ELECTRICITY, PUNJAB,**

 **PLOT NO. A-2, INDUSTRIAL AREA, PHASE-1,**

**S.A.S. NAGAR (MOHALI).**

 **APPEAL NO. 19/2019**

**Date of Registration : 08.03.2019**

**Date of Hearing : 06.06.2019 and 11.07.2019**

**Date of Order : 18.07.2019**

**Before:**

 **Er. Virinder Singh, Lok Pal (Ombudsman), Electricity**

**In the Matter of :**

Dr.J.R.Sofat,

358/1, Hira Singh Road,

Civil Lines, Ludhiana

 ...Petitioner

 Versus

Additional Superintending Engineer,

DS City West Division (Special),

 PSPCL, Ludhiana

 ...Respondent

**Present For:**

Petitioner : Dr.Sumeet Sofat,

 Petitioner’s Representative (PR).

Respondent : Er.Ramesh Kaushal,

 Addl.Superintending Engineer,

 City West Division (Special),

PSPCL, Ludhiana.

 Before me for consideration is an Appeal preferred by the Petitioner against the order dated 06.09.2018 of the Consumer Grievances Redressal Forum, Patiala (Forum) in Case No.CG-276 of 2018 deciding as under :

*“To uphold the decision of Case No.701/2017 of ZDSC, Office of Chief Engineer, Central Zone, PSPCL, Ludhiana taken in its meeting held on dated 18.05.2018.”*

**2.** **Condonation of Delay**:

 At the outset, the issue of condonation of delay was taken up.

Petitioner’s Representation (PR) submitted that the consumer, Dr. J.R. Sofat was its father and was suffering from cancer of kidney for which, he was operated upon by a famous Urologist of Ludhiana last year due to which, the whole family remained engaged in taking care of him. PR added that he himself was also suffering from a number of ailments for which, he was under treatment for last many years and was, thus, unable to file the present Appeal within stipulated period of one month of the receipt of decision dated 06.09.2018 of the Forum. PR also submitted that he was also not financially well off and struggled to collect balance 20% of the disputed amount for deposit before filing the Appeal in this Court. PR finally managed to get a friendly loan from his wife and preferred the present Appeal in this Court on 08.03.2019. PR prayed that the delay of about five months in filing this Appeal may be condoned in the interest of justice.

The Respondent, in its reply to the Appeal, did not offer any comments on the submissions made by the Petitioner and also did not object, during the course of hearing, to the condonation of delay in filing the Appeal in this Court.

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

“*No representation to the Ombudsman shall lie unless the representation is made within one month of the date of receipt of order of the Forum.*

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

I observe that though the Petitioner has given reasons for not filing the Appeal within the stipulated period, it ought to have ensured to avoid the delay to the extent possible and should have filed the Appeal

with due promptitude. But the Petitioner did not do so and filed the present Appeal after about five months of expiry of stipulated period. I also observe that non condonation of delay would deprive the Consumer of the opportunity, required to be afforded, to seek remedy and would also not meet the ends of ultimate justice. With this in view, the delay in filing the Appeal in this Court is condoned and the Petitioner is afforded an opportunity to present the case.

**3.** **Facts of the Case:**

The relevant facts of the case are that**:**

1. A Non Residential Supply (NRS) Category connection with sanctioned load of 58.900 kW and contract demand (CD) of 65.444 kVA was running in the name of Dr. J.R. Sofat (father of the PR) for which, the Metering was being done by providing LT CT Operated Static Energy Meter.

**(ii)** The connection was checked by the Addl.S.E./Enforcement-3,

PSPCL, Ludhiana, vide ECR No.38/3352 dated 30.11.2016 and it was reported that:

1) “*This checking was made on the reference of letter*

*no.814 dated 28.11.2016 of the office of SDO Unit-1, West Division, Ludhiana conveying meter was defective.*

1. *After opening the meter terminal it was found that*

*potential of R& Y Phase are coming right. But potential of B Phase is not coming, but at main cable, supply is coming on all three R, Y & B Phases. After checking the Blue Phase, it was found that wire coming from main cable to meter was carbonized. After cleaning the carbon, Blue Phase was again checked and potential is coming, meaning thereby consumption was not recording on Blue Phase.*

1. *Meter be changed immediately and after packing be*

*sent to ME Lab for further checking and for getting DDL.*

1. *As meter box/CTC box was also damaged and be*

 *changed accordingly”.*

**(iii)** The Energy Meter was replaced, vide Device Replacement

Application No.100002620838 dated 01.10.2016, affected on 16.12.2016.

1. The disputed Energy Meter was got checked from M.E Lab

on 22.12.2016 in the presence of the Petitioner’s Representative and it was reported that the display of the Energy Meter was defective, Accuracy could not be taken and Reading and DDL was not coming on AC/DC mode.

1. On the basis of checking report of the Enforcement, the

account of the Petitioner was overhauled from 06/2016 to 11/2016 (Six months, as per Regulation) by enhancing 50% of existing consumption and a sum of Rs.12,659/- was charged to the consumer.

1. The consumer was served electricity bill in 01/2017,

amounting to Rs.36,240/- including Sundry Charges of Rs.12,659/-. Thereafter, from 02/2017 to 11/2017, energy bills were issued on the basis of actual consumption/Monthly Minimum Charges which were also not deposited by the consumer and total outstanding amount became Rs.1,78,030/- .

1. The consumer was served an energy bill dated 24.11.2017 (for

the period from 17.10.2017 to 15.11.2017) for Rs.1,78,030/- comprising Current Energy Charges Rs.12,537/-(agriust the consumption of 952 kWh and 1154 kVAh units) plus Arrear of previous Financial Year: Rs.44,152/- plus Arrear of Current Financial Year : Rs.1,21,342/- (29 days).

1. The Petitioner did not agree with the above bill and filed a

Petition on 14.12.2017 in the Zonal Dispute Settlement Committee (ZDSC) who, after hearing, decided on 18.05.2018 that:

*“The Committee after going through the case, relevant documents and consumption pattern, decided that the bills raised to the consumer are OK and recoverable. The case is decided”.*

1. Aggrieved with the decision of the ZDSC, the Petitioner filed

a Petition dated 19.07.2018 in the CGRF, Patiala, who, after hearing, passed the order dated 06.09.2018. (Page-2, Para-1).

1. Not satisfied with the decision of the CGRF, the consumer

preferred an Appeal dated 08.03.2019 in this Court and prayed toallow the same and for issuing directions to PSPCL to refund the entire amount wrongly charged to its NRS category connection from January 2009 onwards and also not to charge the disputed amount to the account of Energy Meter installed at the residence of the consumer as the same was a separate entity, as per law.

**4. Submissions made by the Petitioner and the Respondent**:

Before undertaking analysis of the case, it is necessary to go through written submissions made by the Petitioner and reply of the Respondent as well as oral submissions made by the Representatives of the Petitioner and the Respondent along with material brought on record by both the sides.

1. **Submissions of the Petitioner**:

The Petitioner made the following submissions for consideration of this Court:

1. The Petitioner was a resident of House No.358/1, Hira Singh

Road, Ludhiana and had preferred the present Appeal against the energy bills generated by PSPCL ( erstwhile PSEB) in the name of its father, Dr.J.R. Sofat.

1. The Hospital premises, wherein this NRS category connection

 was installed, was lying vacant and closed since 2009 because they shifted to their new Hospital premises on College Road, Ludhiana.

1. The Energy Meter was lying dead, for almost one complete

year in 2016 and during that period, the Consumer was billed and charged more amount than Monthly Minimum Charges (MMC), even when no electricity was consumed from the said Energy Meter. After replacement of the said Energy Meter on 16.12.2016, an amount of Rs.12,659/- was wrongly charged by the licensee, without noting the fact that right from 2009 onwards, no electricity was being used and Monthly Minimum Charges were already being charged from them by the Electricity Department.

1. The consumer wrote to the Respondent in 2009 and again

in 2010, that its NRS Category connection may be disconnected and its Security Deposit may be refunded, but to no avail. The Petitioner’s Representative had the documentary evidence to show that letters were received by the Electricity Department.

1. The Petitioner visited the erstwhile PSEB office at Fountain

Chowk, Ludhiana continuously from 2009 till 2017 to enquire about the status of its applications, but to no avail.

1. The officials posted in the Electricity office always gave

evasive replies and stated that the Electricity Department did not have record of Security Deposit, as it was an old connection. Also, the officials told the Petitioner to search and bring the Security Deposit receipt if the Consumer needed a refund and wanted to get disconnected the said NRS Energy Meter. Further, the Petitioner was told that in future, it could not get a commercial connection in a residential area, without NOC from the competent authority. Since the Security Deposit slip got misplaced and was not traceable, the Electricity Department did not disconnect their electricity connection. The Consumer kept on paying energy bills under protest from 2009 till 2017.

1. The Court may summon the record of the energy bills form

2009 onwards to ascertain that Monthly Minimum Charges were wrongly charged from the Consumer from 2009 onwards till disconnection of the connection even when no electricity was being consumed by the consumer during this period.

1. As per law, the Respondent could not bill the Consumer after

2009 since it had put in a request for disconnection of its Energy Meter.

1. As per law, the Respondent –PSPCL could not refuse to

disconnect its Energy Meter, without first obtaining Security Deposit receipts from the Consumer.

1. As per law, the Respondent-PSPCL was supposed to maintain

its own record of security deposits from the consumers, at all times, till the connection was working and the consumer was being billed from its Energy Meter.

1. The Petitioner had suffered huge monetary losses at the hands

of the licensee due to illegal conduct on its part.

1. The Petitioner reserved its legal right to seek refund of all

energy bills paid to erstwhile PSEB (now PSPCL), from 2009 till date.

1. The Zonal Dispute Settlement Committee and the Forum did

not appreciate the fact that when Monthly Minimum Charges were being levied by the Respondent, it could not bill the consumer more than Minimum Charges, when Energy Meter was dead during the whole of the year 2016. The said Energy Meter was changed one year after numerous visits and phone calls were made by the Petitioner and its wife to the Respondent. Even after charging the Consumer more than Monthly Minimum Charges during the year 2016, an amount of Rs.12,659/- was wrongly billed to the consumer.

1. The Forum was handed over notarised copies of the two

letters written to the Respondent along with copy of Courier receipts addressed to XEN/SDO/JE of the erstwhile PSEB by the consumer in 2009 and 2010 by it in person and affidavit of consumer was also filed before the Forum as documentary evidence, but the same was deliberately ignored.

1. As per Section 27 of General Clause Act and Section 114(f)

of Indian Evidence Act, if a letter was posted at correct address, it was to be presumed by the Court to have been delivered in normal course of business. The Respondent did not deny that letters posted by the consumer were not delivered in its office.

1. As per law, the Respondent-PSPCL could not bill the

consumer after 2009 since it had put in a written request for disconnection of its Energy Meter.

1. In the following judgments of the Hon’ble Supreme Court, it

was held that presumption of service of letter was there, once it had been dispatched to addressee at correct address:

1. 2011 Cri LJ 705: Sunil Kumar Sambhu Dayal Gupta

V/s State of Maharashtra(SC).

1. 2010(4) ICC-427: Greater Mohali Area Development

Authority V/s Manju Jain (SC)

1. 2011 ACD 447: Indo Automobiles V/s Jai Durga

Enterprises (SC).

1. 2006(4) ALL MR (SC) 145: Dr.Vinod Shivappa V/s

Nanda Belliappa(SC).

1. AIR(SC)773: Samittri Devi V/s Sampuran Singh (SC)

2011.

1. 2008(1) MhLJ 44: CC Alava Haji V/s Pellapetty

Mohammad(SC).

The PSPCL had now illegally charged the disputed amount to the account of the consumer’s separate residential connection, in its next Bill cycle, which was a separate entity as per law. Residential Portion of the premises was under its possession, whereas the commercial portion was separately constructed and managed by Sofat Diagnostics & Cancer Detection Centre (P) Ltd. since 1995 of which, the Petitioner was not a Director. Both were separate entities as per law and were separately assessed for the purpose pf Income Tax and had separate PAN Cards as well.

1. The Respondent disconnected the said Commercial NRS

Category Connection on 04.09.2018 during the pendency of the Petition in the Forum without refunding its amount and security. After disconnection, the Respondent, with malafide intention, wrongly sent a final notice for disconnection to the Petitioner on 21.12.2018. Even after disconnection, the Respondent was still billing the Consumer and inflating the disputed amount which was illegal and showed malafide intention of the Respondent.

1. In view of the submissions made above, the Appeal may be

Allowed and directions be issued to the Respondent to refund the entire amount wrongly charged in respect of NRS Category connection from January 2009 and also not to charge the disputed amount to the consumer’s other residential connection which it was a separate entity as per law.

1. **Submissions of the Respondent:**

The Respondent, in its defence, submitted the following for consideration of this Court**:**

1. The Consumer was the holder of NRS Category connection with sanctioned load of 58.900 kW, bearing Account No.3002862277.
2. The said connection was checked by the Addl.S.E./Enforcement-3, Ludhiana, vide ECR No 38/3352 dated 30.11.2016 and it was reported that:

***1.)*** *“This checking was made on the reference of letter No.814 dated 28.11.2016 of the office of SDO Unit-1, West Division,, Ludhiana conveying Energy Meter was defective.*

***2. )*** *After opening the Meter Terminal, it was found that*

*potential of Red and Yellow Phase were coming right. But potential of B Phase was not coming, but at main cable, supply was coming on all Three Red, Yellow and Blue phase. After checking the Blue phase, it was found that Wire coming from main cable to Energy Meter was carbonized. After cleaning the carbon, Blue Phase was checked potential was coming means consumption was not recording on Blue Phase.*

***3.*** *) Energy Meter be changed immediately and after packing be*

*sent to M.E Laboratory for further checking and for getting DDL.*

***4.)*** *As Meter Box/CTC Box was also damaged and be changed accordingly”.*

1. On the basis of the above report, account of the consumer was overhauled from 06/2016 to 11/2016 by enhancing 50% of the existing consumption and charging Rs.12,659/-. The Energy Meter of the Petitioner was replaced vide Device Application replacement No.100002620838 dated 01.10.2016 affected on 16.12.2016.
2. The disputed Energy Meter was got checked from the M.E Laboratory which reported that the display of the Energy Meter was defective, accuracy of the Energy Meter could not be taken and Reading and DDL was not coming on AC/DC mode.
3. The Consumer was served the bill from January 2017 to November

2017amounting to Rs.1,78,030/- out of which, the Petitioner paid only Rs.17,000/-.

1. The Petitioner, in stead of depositing the amount, approached the

Zonal Dispute Settlement Committee, which, after hearing and perusing the relevant documents including the consumption pattern, decided the case on 18.05.2018 and held that the energy bllls raised to the Petitioner were OK and recoverable.

1. The Consumer did not agree with the decision of the Zonal Dispute

Settlement Committee, Ludhiana and filed a Petition before the CGRF, Patiala who, after hearing, decided on 06.09.2018 to uphold the decision of Case No.701/2017 of ZDSC office of Chief Engineer, Central Zone, PSPCL, Ludhiana taken in its meting held on 18.05.2018.

1. The Forum passed a well reasoned and speaking order and there was

no infirmity in the orders passed by the Forum.

1. Grounds taken in the Appeal were not tenable as all the grounds had

 been considered by the Forum.

1. In view of the submissions made above, the Appeal may be

 dismissed with costs.

**5. Analysis:**

The issue requiring adjudication is the legitimacy of the recovery of bill dated 24.11.2017 (17.10.2017 to 15.11.2017) for Rs.1,78,030/- (for NRS category connection) comprising current Energy Charges Rs. Rs.12,537/- plus Arrear of previous Financial Year Rs. 44,152/- plus Arrear of Current Financial Year Rs. 1,21,343/- and charging the amount to the residential connection of the consumer.

*The points emerged in the case are deliberated and analysed as under:-*

1. The present dispute arose after NRS category connection of

the Consumer (father of the Petitioner’s Representative ) was checked by the Addl.S.E., Enforcement-3, PSPCL, Ludhiana on 30.11.2016 and on the basis of its checking report, the account of the Petitioner was overhauled from 06/2016 to 11/2016 by enhanching its existing consumption by 50% and billing it for Rs. 12,659/-, (including surcharge).The Energy Meter installed at the premises of the Consumer was replaced on 16.12.2016 and got checked in ME Laboratory which reported that display of the Energy Meter was defective and accuracy could not be tested. Thereafter, the Consumer was served with a bill dated 24.11.2017 from 01/2017 to 11/2017 for Rs.1,78,030/- out of which, the Consumer deposited only Rs. 17,000/-and approached the ZDSC, Ludhiana on 14.12.2017 which decided on 18.05.2018 that the amount charged to the Petitioner was in order. The Petitioner then filed a Petition in the CGRF, Patiala who upheld, on 06.09.2018, the decision ibid of the ZDSC, Ludhiana.

1. The Appeal preferred in this Court was heard on 06.06.2019

when representatives of both the Petitioner and the Respondent stuck to their respective point of view, Petitioner’s Representive (PR) stated that the Consumer had sent applications on 01.01.2009 and 05.02.2010 through ‘On Dot and Trackon Couriers Private Limited’, Ludhiana respectively for permanent disconnection of the connection installed at its premises. The Respondent, in its defence, submitted that no such applications were traceable in the Divisional/Sub Divisional office records and the submissions of the Petitioner’s Representative were an after thought. The Respondent also submitted that the fact that the Consumer continued to make payment of the energy bills for energy consumed issued to it implied that the Consumer intended to continue with the NRS category connection installed there. The Respondent added that the onus for bringing the evidence of acknowledgement/delivery of the applications, stated to have been sent through Courrier Agency referred to above, rested with the Petitioner, who must provide the same after taking up the matter with the Courier Agency concerned. Accordingly, the Court directed the Petitioner’s Representative to collect the requisite evidence and submit the same by 04.07.2019 through e-mail **(oep.mohali** **@gmail.com)** or by Registered Post.

During hearing, the Petitioner’s Reresentative (PR) also showed WhatsApp message dated 08.03.2019 reportedly sent to Additional SE, DS, City West Division (Special), PSPCL ,Ludhiana requesting for refund of security etc. of its NRS connection. On being directed, Petitioner’s Representative forwarded the same to the Technical Advisor of this Court on its mobile bearing No.9646811050.

Since the Petitioner objected to the charging of the outstanding amounts of disputed NRS connection to the residential connection of the Consumer, the Respondent was directed to refer to rules/regulations under which, the defaulting amount of the Petitioner’s NRS connection was transferred to its other Residential connection by 04.07.2019. A photo copy of the proceedings of the said hearing was sent to both the Petitioner and the Respondent, vide this office letter no, 721-22/EP/A-19 dated 10.06.2019 through e-mail.

1. In response to the above direction issued vide e-mail dated

10.06.2019, PR intimated vide e-mail dated 08.07.2019 that it visited the offices of both the courrier companies in Ludhiana on 25.06.2019 and was informed by the Officers concerned that records were maintained by courier companies for six months as per mandate of Law. Thereafter, PR sent e-mail dated 28.06.2019 to both the companies and asked for proof of delivery of courier in the office of the Respondent. But no reply in this regard had been received.

1. On the next date of hearing i.e. 11.07.2019,PR brought on

record of this Court copies of e-mail sent to both the courrier companies. PR stated that as per Section 114(f) of Indian Evidence Act 1872, and Section 27 in the Generel Clauses Act 1897, once a letter was posted at a correct address, it was to be presumed by the Court to have been delivered in the course of business.

 PR also cited the decision of the Hon’ble Supreme Court of India in *SLP (cri) No. 3650 0f 2006 titled M/s. Indo Automotive V/s* *Jai Durga Enterprises and Ors. and* other Court judgments in support of its contention about delivery of letters in the office of the Respondent.

 The Respondent, in its defence, contested the averments of the PR and stated that the same were not valid/sustainable due to the following reasons;

1. The letters, stated to have been written by the consumer in

the year 2009 and 2010, were reportedly given to the Courier Agency and not sent by registered post or under certificate of posting (UPC) through Department of Post as per mandate of the provisions of Section 27 in General Clauses Act 1897 which lays down as under :-

 *“27. Meaning of service by post. Where any [Central Act] or Regulation made after the commencement of this Act authorizes or requires any document to be served by post, whether the expression serve or either of the expressions give or send or any other expression is used, then, unless a different intension appears, the service shall be deemed to be effected by properly addressing, pre-paying and posting by* ***registered post,*** *a letter containing the document, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.”*

(b) The address , stated to have been written on the said letters,

was not valid/proper because the Addressee was shown as XEN/SDO/JE and the name of the particular ‘OP’/DS Division, to which, it was to be delivered was not mentioned therein. Besides, PR statedly handed over only one (instead of three) letter to the Courier Agency though as per particulars ‘XEN/SDO/JE’, three letters were required to be handed over to the Courier Agency.

(c) The onus for proving that the letters statedly written by the consumer to the office of the Respondent stood delivered by the Courrrier Agency rested with the Petitioner who was pressing for relief mainly on this ground. Even after sending e-mails to the Courier Agencies in June 2019, PR could not arrange reply in writing therefrom.

(d) A perusal of the Consumption Data of the Consumer’s connection revealed that energy consumption was regularly recorded by the Energy Meter and had actually increased during the years 2016, 2017 and 2018. Besides, the consumer had made payments of the energy bills of the disputed NRS connection in the years 2010 to 2017. This implied that the consumer was interested in retaining this connection as was evidenced from the submission of the PR in the Court that the premises, wherein NRS connection was installed, was used for providing residential accommodation to the staff of the hospital for which, the disputed connection was taken.

(e) PR referred to only to the letters sent through Courrier Agencie in the years 2009 and 2010 but did not quote any other reference made subsequently till it was served with the disputed bill dated 24.11.2017. The conntention of the PR that the Hospital Premises, wherein disputed commercial connection was installed, was lying closed since 2009 (when the consumer had shifted to new premises on the College Road, Ludhiana) was not justified also due to the reason that the College Road premises was in the possession of the consumer since long and was having an electricity connection installed since 2004.

1. Moreover, the consumer did not want to get the disputed

commercial connection disconnected as it was aware that the commercial (NRS) category connection, once disconnected permanently, will not be restored under the same category.

*I observe that the PR has failed to bring on record of this Court any cogent /valid evidence to prove its contention that the consumer had requested orally or in writing, to the Respondent to disconnect the disputed NRS connection permanently during the years 2009 to 2017. I also observe that the consumer also did not bring this fact to the notice of the Addl. S.E./ Enforcement-3, PSPCL, Ludhiana on 30.11.2016 during the course of checking of the connection. Had the consumer been sincere in getting its disputed connection (NRS) disconnected permanently, it would have apprised the Enforcement Staff there and then about its requests for permanent disconnection of the disputed connection being checked by them and should also have protested against replacement of the disputed Energy Meter. But the consumer did not do so and swung into action only when the disputed bill dated 24.11.2017 was served on it. This clearly shows that the consumer did not make sincere and truthful efforts for permanent disconnection of its commercial (NRS) connection. In view of the above , the disputed bill dated 24.11.2017 has been correctly raised for theNRS category connection as also decided by the Forum.*

1. PR next contended that its commercial/NRS category

connection was disconnected on 04.09.2018 but the Security deposited by it had not been refunded due to non- availability of receipt issued by the licensee.

*I am of the view that amount of Security Deposit of the consumer can be ascertained as per rates applicable then and can be adjusted in the disputed amount recoverable from the consumer.*

1. PR also submitted that PSPCL had now illegally charged the

disputed amount to the account of the consumer’s separate residential connection which was a separate entity as per Law. Residential portion of the premises of the consumer was under its possession whereas commercial portion of the premises was separately constructed and managed by the Sofat Diagonistic Cancer Detection Centre (P) Ltd. since 1995. Both were separate entites as per Law and were separately assessed for the purpose of Income Tax and had separate PAN Cards.

The Respondent contested the plea of The PR by stating that charging the disputed amount to another account of the said consumer was in accordance with the provisions contained in Regulation 30.13. of the Supply Code-2014 which read as under:

*“ If a consumer vacates any premises to which electricity has been supplied by a distribution licensee without paying all charges dues 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.”*

 I have perused the above provisions and observed that the plea of the Respondent that the disputed amount can be charged to the consumer in its bill for another connection (residential) is not tenable

**6. Conclusion**:

 From the above analysis, it is concluded that the amount charged to the consumer for its NRS category connection, vide bill dated 24.11.2017, for Rs. 1,78,030/-after adjustment of security deposited, is recoverable from it as discussed in Para 5 above. However, the same is not to be charged on its other residential connection.

**7. Decision:**

**As a sequel of above discussions, the order dated 06.09.2018 of the CGRF, Patiala in Case No. CG- 276 of 2018 is partly**

**modified in terms of conclusion arrived at in para 6 above.**

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

**9.** In case, the Petitioner 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.

(VIRINDER SINGH)

July 18, 2019 LokPal (Ombudsman)

S.A.S. Nagar (Mohali) Electricity, Punjab.