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

 **ELECTRICITY, PUNJAB,**

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

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

**APPEAL NO. 17/2020**

**Date of Registration : 04.03.2020**

**Date of Hearing : 24.06.2020**

**Date of Order : 30.06.2020**

**Before:**

 **Er. GurinderJit Singh,**

 **Lokpal (Ombudsman), Electricity, Punjab**.

**In the Matter of :**

Sadhu Ram S/o Sh. Chaman Lal,

C/o Gardenia Resorts, Rupana

Sri Mukatsar Sahib.

**Contract Account Number:Y-64GC6400011**

 ...Appellant

versus

Additional Superintending Engineer,

DS Division, PSPCL,

Sri Mukatsar Sahib.

 ...Respondent

**Present For:**

Appellant: Sh. S.R.Jindal

 Appellant’s representative.

Respondent : 1. Er. Parmpal Singh

 Additional Superintending Engineer,

DS Division, PSPCL,

Sri Mukatsar Sahib.

 2. Er. Darshan Singh

Assistant Engineer,

DS Division, PSPCL,

Sri Mukatsar Sahib.

 3. Er. Navdeep Singh

Junior Engineer

 Before me for consideration is an Appeal preferred by the Appellant against the order dated 26.02.2020 of the Consumer Grievances Redressal Forum (Forum), Patiala in Case No. CGP-341 of 2019, deciding that:

*“The connection has been applied and released for Gardenia Hotel &Resorts and not for Gardenia Marriage Palace. The A & A form constituting the agreement between both the Licensee and the petitioner has been signed for Gardenia Hotel &Resorts. As such, the plea of the petitioner to treat the connection for Marriage Palace only is not justified and the petition is dismissed”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was preferred in this Court on 04.03.2020 i.e. within one month of receipt of order dated 26.02.2020 of CGRF, Patiala in Case No. CGP-341/2019. Since the dispute related to refund of excess billed amount paid by the Appellant, the requisite 40% of the disputed amount was not required to be deposited for filing the present Appeal. Accordingly, the Appeal was registered in this Court and a copy of the same was forwarded to the Addl. S.E., DS Division, PSPCL, Sri Mukatsar Sahib for sending the written reply/parawise comments with a copy to the office of the CGRF, Patiala for sending the case file under intimation to the Appellant vide letter no. 214-16/OEP/A-17/2020 dated 04.03.2020.

**3.** **Proceedings**

With a view to adjudicate the present dispute, a hearing was fixed for 24.06.2020 at 01.00 PM, when the representatives of both the Appellant and the Respondent attended this Court. A copy of the proceedings was sent to both the sides vide Memo No. 478-79/OEP/A-17/2020 dated 24.06.2020.

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

With a view to adjudicate the dispute, it is necessary to go through written submissions made in the Appeal by the Appellant and reply of the Respondent as well as oral submissions made by their respective representatives along with material brought on record by both the sides.

1. **Submissions of the Appellant**
2. **Submissions made in the Appeal**

The Appellant made the following submissions in the Appeal, received on 04.03.2020, for consideration of this Court:

1. The Appellant was having an electricity connection for Marriage Palace (Resorts) with sanctioned load of 290 kW and CD of 210 kVA w.e.f 14.03.2016.The Appellant applied for refund of ₹ 4,02,729/- on account of fixed charges (MMC) chargeable @ 10% of load from 01.01.2018 to 31.03.2018 in view of CC No. 46/2017 dated 10.11.2017 and @ 25% of load from 01.04.2018 to date in view of CC No. 23/2018 dated 24.04.2018. In case sanctioned load/demand is exceeded, demand surcharge shall be payable for exceeding sanctioned load/demand as per Schedule of Tariff.
2. A Case bearing No. CGP-341/2019, was filed for refund of ₹ 4,02,729/- including interest, for the period 01.01.2018 to 21.11.2019, directly before the CGRF at Patiala on 06.01.2020.
3. But, the said case was dismissed on flimsy ground. Hence, the present Appeal was preferred in this Court for justice and favourable/sympathetic consideration.
4. An application for sanction of new connection under NRS category was submitted online vide A & A No. 4645 dated 05.11.2015 for a load of 290 kW with contract demand of 210 kVA at 11 kV for Marriage Palace in the name of Sh. Sadhu Ram S/o Sh. Chaman Lal C/o Gardenia Resorts& Hotel, Mukatsar-Malout Road, Rupana. Supply was from UPS (24 Hours) feeder, Rupana.
5. In the application submitted online, there was no column to provide for description of industry/purpose of connection. The earlier application form was having column for this purpose. Hence, the connection was applied for NRS Category of Tariff.
6. The Clause VII regarding charging of Fixed Charges was added for the first time in the Tariff Schedule circulated vide CC No. 46/2017 dated 10.11.2017 w.e.f. 01.01.2018 to 31.03.2018 and vide CC No. 23/2018 dated 24.04.2018 w.e.f. 01.04.2018 (25% of Fixed Charges), but no such information was conveyed by the Respondent to the Appellant whereas in the said circular, directions were issued to ensure meticulous compliance of the order. On A & A Form/Demand Notice/Service Connection Order, the name of applicant had been written as Sh. Sadhu Ram S/o Chaman Lal C/o Gardenia Hotel & Resorts, Rupana.
7. The Appellant had another connection at Malout for the same purpose named Punjab Palace. The case for refund of fixed charges (MMC) was decided by the Forum vide Case No. CGP-187/2019 and necessary rebate was granted being Marriage Palace, whereas, the connection was in the name of Sh. Sadhu Ram S/o Chaman Lal C/o Punjab Palace, Malout.
8. The Respondent’s version of running hotel was wrong, because on the A & A Form, no such indication had been given by the Appellant. It was wrong to state that every document of case file showed the name and style as Hotel &Resorts. The connection was in the name of Sh. Sadhu Ram C/o Gardenia Hotel & Resorts, Rupana. The name of Sh. Sadhu Ram S/o Sh. Chaman Lal appeared on all the documents such as A & A Form/demand notice/SCO with the Respondent. As the connection was in the individual name (Sh. Sadhu Ram) with no indication of Hotel and Resorts, and other documents supplied by the Respondent clearly indicated the purpose of connection as Marriage Palace.
9. Sh. Sadhu Ram S/o Sh. Chaman Lal had submitted affidavit dated 03.12.2015 duly attested by Notary Public as desired by the Respondent clearly indicating the purpose as Marriage Palace written in it. At the time of submission of application, there was no distinction of tariff for Marriage Palace and it was from 01.01.2018, when the Fixed Charges (MMC) were introduced vide CC Nos. 46/2017 and 23/2018.

(x) The change of land use from Agriculture to Marriage Palace was

granted as per policy of regularization of existing Marriage Palaces (running on Generator set) and setting up of new Marriage Palace granted by Sr. Town Planner, Ludhiana also indicating at many places, Marriage Palace (NRS connection) for change of land use.

1. Grant of consent by Punjab Pollution Control Board, Bhatinda also indicated type of industry/machinery as Marriage Palace to carry out functions.
2. The regularisation of Marriage Palace certificate issued by the Punjab Fire and Emergency Services, Sri Mukatsar Sahib clearly indicated in the subject, Marriage Palace.
3. BDA, Bhatinda’s letter No. 499 dated 15.02.2016 granting approval of Building Plan etc. at scheduled road also indicated Marriage Palace.
4. Copy of plan showing location plan also indicated building plan for marriage halls/parking/kitchen etc.
5. Over and above, NOC letter issued by the A.S.E/DS Division, PSPCL, Sri Mukatsar Sahib, vide letter No. 7429 dated 15.06.2017, issued to Appellant/BDA, Bhatinda, clearly indicated Marriage Palace as verified by the SDO, Rupana and Sr. XEN/DS, PSPCL, Sri Mukatsar Sahib.
6. The Photographs of front view of Marriage Palace, Gardenia Resorts did not indicate any hotel, restaurant etc.
7. During the proceedings of the case before the Forum, the Respondent requested for checking of the connection at site, to ascertain the facts about actual usages of connection but to no avail. However, the Appellant made complaint to the Chairman, Patiala on 03.02.2020 and the connection was checked by Sr. XEN, EA & MMTS, Sri Mukatsar Sahib who indicated in its report that the connection was in the name of Sh. Sadhu Ram C/o Gardenia Resorts, Malout-Mukatsar Road, Rupana but had not indicated running of any hotel and restaurant in the premise of the Appellant except Marriage Palace. In reply to rejoinder, the Respondent gave in writing that the Appellant had not mentioned Marriage Palace in place of Resorts whereas, in Punjab, Marriage Palaces were in the name of Palaces, Resorts, Banquet Halls, Marriage Palace etc. The connection at Bhatinda for Chabbra Resorts near Sports Stadium was presently in the name of Executive Officer, Zila Parishad, Bhatinda (B-11GC11/00092) and getting the rebate of Fixed Charges (MMC) as per provisions relating to Marriage Palace.
8. The Respondent issued monthly bills in the name of Sh. Sadhu Ram, Gardenia Resorts, Rupana indicating the connection under NRS. Thus, it was very much clear that connection, having been applied and used for Marriage Palace in the name of Sh. Sadhu Ram (individual) C/o. Gardenia Resorts & Hotel, did not change the purpose for which, it had been applied and used for Marriage Palace only. The version of the Respondent was vague /false /wrong and denied.
9. As per Instruction No. 81.1.2 of ESIM, the monthly readings were to be taken by the AE/AEE/XEN DS for connections having load/CD from 100 kW/kVA to 500 kW/kVA. Accordingly, the officials of the Respondent must have seen the purpose of connection being used every month while recording the reading.
10. In view of Instruction No. 102.7 (104.7) of ESIM, energy Variation Register was required to be maintained by AE/AEE/XEN in case of HT connections to keep a watch on variations in energy consumption. A perusal of the consumption pattern revealed that there was a steep variation in the consumption from time to time. Had the Respondent kept a watch and recorded the reasons for variation in energy consumption, then Marriage Palace would have been identified. The consumption pattern from date of sanction of connection may be perused in this regard.
11. In view of Instruction No. 104 of ESIM, periodical checking/inspection of the Consumer’s connection was required to be carried out by the competent authorities of the PSPCL, but in the case of the Appellant’s connections, nobody turned up for this purpose. Instead, the Appellant had prayed that the site checking from competent authority be got conducted to find out the factual position. Due to deficiency in service on the part of the Respondent itself, the Appellant suffered a lot.
12. The connection of the Appellant in the individual name (Sh. Sadhu Ram) C/o Gardenia Resorts& Hotel did not indicate the purpose of supply being used, hence, linking of its name and style was wrong and beyond rules. The decision of the Forum was wrong, erroneous and illegal without verifying the facts of the case.
13. Though, the claim was raised for the period 01.01.2018 to 21.11.2019 for ₹ 4, 02,729/-, rebate from 21.11.2019 was also due. The Respondent had failed to issue further billing at 25% Fixed Charges (MMC) after the checking by Enforcement Wing. SDO visited every month for taking monthly readings, but never noticed hotel business running in the premise. Keeping in view the facts stated above and documentary evidence, there was no reason to disbelieve that the connection was not for Marriage Palace, and no such hotel had been built in the premise. The Appellant had already pointed out the case of M/s Chabbra Resorts getting rebate in Fixed Charges (MMC) whereas connection was in the name of Executive Officer, Zila Parishad, Bhatinda. Similarly, many more cases could be brought to the notice of the Court, if required. When Sr. XEN/DS, Sri Mukatsar Sahib’s letter No. 7429 dated 15.06.2017 in token of verification of connection for Marriage Palace was placed before the Forum, the Respondent could not produce documentary evidence, if any, such as hotel bill, checking report, videography etc. of running hotel in the Marriage Palace before the Forum. The premise, where in the connection was installed, was at a distance of about 1000 meters from the office of the SDO, Rupana on Highway and occasionally, marriages held were attended by the SDO/XEN/SE. In view of the submission made, the refund due be allowed w.e.f. 01.01.2018 along with interest as the same had already been deposited with the PSPCL and in future billing, 25% Fixed Charges be charged as per CC No. 23/2018 dated 24.04.2018.
14. **Submissions in the Rejoinder**

The Appellant made the following submissions, in its rejoinder (to the reply of the Respondent) vide e-mail dated 23.06.2020:

1. There was no column for the purpose of industry in A & A Form available online, hence, category NRS, in which connection for Marriage Palace falls was mentioned. The copy of previous form in which, column (purpose of industry), defined was available for ready reference. Moreover, there was no distinction of tariff for Marriage Palace connection at that time, hence, the same was under category NRS. The amendment in levy of Fixed Charges was made w.e.f. 01.01.2018 vide CC No. 46/2017 dated 10.11.2017 and CC No. 23/2018 dated 24.04.2018 w.e.f. 01.04.2018. The version of the Respondent regarding non entitlement of charging Fixed Charges @ 25% of CD was wrong and denied.
2. The Forum had already allowed rebate on Fixed Charges (25%) in another Case (CGP-187 of 2019) in the same name i.e. Sh. Sadhu Ram S/o Sh. Chaman Lal C/o Punjab Palace, Malout on the basis of facts admitted by the Respondent (ASE/Sr. XEN, Malout) during discussion.
3. The Respondent had failed to submit the parawise reply of the points raised in the Petition from paras a to z, regarding proof of connection, hence, the reply of the Respondent was not proper because the same was frivolous, vexatious and malafied without any evidence& proof.

The following facts may also be kept in view while deciding the case:

a) Whether the affidavit submitted alongwith A & A Form dated 03.12.2015 duly attested by Notary Public was not sufficient evidence/proof of connection for Marriage Palace.

b) Whether the letter no. 7429 dated 15.06.2017 addressed to Gardenia Marriage Palace with copy to BDA, Bhatinda was not sufficient proof of verification of connection for the purpose (Marriage Palace) as verified by ASE, Sri Mukatsar Sahib and issued after the report of SDO, Rupana.

1. The reply of the Respondent was wrong/illegal/ denied in regard to variations in consumption. The Respondent was required to verify the facts physically and should have brought on record with reasons as per the PSPCL instructions.
2. All the checking reports of ASE/MMTS, Sri Mukatsar Sahib dated 16.03.2016, 27.04.2019 and 06.02.2020 showed the connection existed in the name of Sadhu Ram C/o Gardenia Resorts, Rupana. If there was any doubt about the purpose of the connection, videography etc. as proof/evidence of running Hotel could be produced before this Court as evidence. Hence, the reply of the Respondent was vague, wrong, illegal and far from the facts.
3. The Forum, was requested during oral discussions to appoint Independent Agency (Third Party) to check and clarify the purpose of the connection under Regulation 2.40 of Supply Code - 2014 at the expenses of the Appellant but, the request was not entertained.
4. The connection running for load of 280.852 kW under the jurisdiction of City Division, Moga since 17.07.2009 in the name of Sh. Ashwani Kumar S/o. Sh. Madan Lal C/o Prime Plaza Hotel, Bughipura was allowed rebate in Fixed Charges.
5. The photographs of the Palace (Resorts) were attached herewith as evidence for the purpose of allowing due rebate in Fixed Charges w.e.f. 01.01.2018 in view of instructions applicable as the Respondent still charged Fixed Charges at full rate.
6. In view of the above, it was prayed to
7. refund the amount of excess billing from 01.01.2018 till date.
8. allow charging of 25% Fixed Charges for future billing.
9. allow interest on excess amount recovered from the date of deposit to the date of refund as PSPCL had utilized the same for development purpose.
10. allow Litigation expenses of ₹ 25,000/- incurred in the process.
11. grant compensation of ₹ 50,000/- due to physical, mental and financial harassment.
12. **Submissions during Hearing**

During hearing, the Appellant’s Representative reiterated the submissions made in its Appeal and the Rejoinder to the written reply of the Respondent.

1. **Submissions of the Respondent**
2. **Submissions made in the Written Reply**

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

1. Sh. Sadhu Ram (Appellant) C/o Gardenia Resorts, Rupana was having a NRS Category connection, bearing Account No. Y 64 gc 6400011. NRS means Non Residential Supply. It was correct that the Appellant applied online as per A & A No. 4645 dated 05.11.2015 for load of 290 kW and CD as 210 kVA at 11 kV voltage.
2. The Appellant applied for the said connection online but he also submitted A & A Form No. 4645 dated 05.11.2015 in physical form in the office of the AE, DS Sub-division, Rupana having original signature of Sh. Sadhu Ram.
3. In the A & A form submitted in physical form, the Appellant never mentioned the Category i.e. Marriage Palace. So, the Appellant was not entitled to Refund of ₹ 4,02,729/- and Fixed Charges to the tune of 25% on sanctioned contract demand (CD).
4. As per Instruction No. 81.1.2 of ESIM, the monthly readings were to be taken by AEE/XEN (DS) from 100 kW/kVA to 500 kVA. It was also noticed that the Energy Meter installed by PSPCL was far from the premise. The duty of the officer taking reading was to take the readings only from the Energy Meter and not to check the same & the premise in normal cases wherein no violation of electricity was being done by the consumer.

 The Appeal was without merit and may be dismissed.

1. **Submissions during Hearing**

During hearing on 24.06.2020, the Respondent reiterated the submissions already made in its written reply and contested the submissions of the Appellant in its rejoinder and also orally during hearing. The Respondent also stated that the
Appellant never pointed out verbally or in writing about its entitlement for concessional Tariff/Fixed Charges as per applicable instructions as had been requested in this Appeal. Besides, the connection of Appellant was released for Gardenia Hotel &Resorts and not for Gardenia Marriage Palace. The case of Punjab Palace referred to in this Appeal had no resemblance with the present case as observed by the Forum also.

**5.** **Analysis and Findings**

The issue requiring adjudication is the legitimacy of the prayer of the Appellant as below:

1. refund the amount of excess billing from 01.01.2018 till date.
2. allow charging of 25% Fixed Charges for future billing.
3. allow interest on excess amount recovered from the date of deposit to the date of refund as PSPCL had utilized the same for development purpose.
4. allow Litigation expenses of ₹ 25,000/- incurred in the process.
5. grant compensation of ₹ 50,000/- for physical, mental and financial harassment.

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

1. The Appellant applied online for a new connection under NRS category on 31.10.2015. Application and Agreement No. 4645 dated 05.11.2015 was signed in ink between Sh. Sadhu Ram (Appellant) and the Respondent-PSPCL in the presence of two witnesses for release of an electric connection for NRS purpose in the Appellant’s premise situated at Village and Post Office Rupana, Tehsil and Distt. Sri Mukatsar Sahib.

I find that the Appellant’s Representative stated that there was no column for the purpose of industry in A & A Form available online, hence, category NRS, in which connection for Marriage Palace falls was mentioned. Accordingly, the connection was released under category NRS (Non Residential Supply).

I find that tariff rates meant for NRS category are being charged to the Appellant as per tariff approved by the Commission from time to time. The tariff was and is being charged strictly as per Application and Agreement signed between the Appellant and the Respondent on 05.11.2015.This agreement is still continuing.

1. The Appellant’s Representative submitted that Two Part Tariff was introduced by the Hon’ble PSERC and circulated by the PSPCL, vide Commercial Circular No. 46/2017 dated 10.11.2017 for charging of Fixed Charges from 01.01.2018 to 31.03.2018. Besides, Commercial Circular No. 23/2018 dated 24.04.2018 was issued by the PSPCL for charging of Fixed Charges @ 25 % (of CD) from 01.04.2018 for Marriage Palaces.

I find that the Respondent, in its written reply, stated that in the A & A Form submitted in physical form, the consumer never mentioned the Category i.e. Marriage Palace. So, the Appellant was not entitled to Refund claimed with interest and Fixed Charges to the tune of 25% on sanctioned contract demand (CD) for the period 01.04.2018 onwards.

1. The Appellant’s Representative also attached with its Rejoinder

dated 23.06.2020, the photographs of the Palace (Resort) as evidence for the purpose of allowing due rebate in Fixed Charges w.e.f. 01.01.2018 as per instructions applicable and stated that the Respondent was still charging Fixed Charges at Full Rates.

 I have seen the photographs sent by the Appellant and noticed that Gardenia Resorts appeared on some of the photographs. Therefore, the plea of the Appellant’s Representative that it was not a resort is not sustainable.

1. During the hearing on 24.06.2020, the Respondent stated that the Appellant was a NRS category consumer who did not point out or give request orally or in writing about charging Fixed Charges at concessional rates w.e.f. 01.01.2018 till the date of filing a Petition dated 11.01.2020 in CGRF, Patiala. Further, the Appellant had not challenged the electricity bills issued during the period of dispute.

I find that the Appellant ought to have visited regularly the website of the PSERC/PSPCL for keeping himself posted with the latest developments particularly with the hosting of Tariff Orders issued every year. The Appellant can not feign ignorance about not having seen the Tariff Orders for FY 2018-19, 2019-20 and 2020-21 which were duly uploaded on the website of the PSPCL. In addition, advertisements relating to issuance of the said Tariff Orders (regarding charging of Fixed Charges at concessional rates as claimed in the present Appeal) were given in the leading newspapers in English, Punjabi and Hindi by PSPCL as is evident from the following details:

|  |  |  |
| --- | --- | --- |
| Sr. No. | Tariff Order for Financial Year | Date of publication in newspapers |
| 1 | 2018-19 (Revised) | 26.05.2018 |
| 2 | 2019-20 | 20.06.2019 |
| 3 | 2020-21 | 09.06.2020 |

1. It is observed that even the Service Connection Order No. 56686

dated 14.03.2016 issued at the time of release of connection to the Appellant with reference to A & A form signed on 05.11.2015 showed that the connection was sanctioned under NRS Category in favour of Sh. Sadhu Ram S/o Sh. Chaman Lal C/o Gardenia Hotel and Resorts, Rupana.

1. The Appellant’s Representative stated that the Affidavit dated 03.12.2015 attested by Notary Public and submitted alongwith A & A Form to the Respondent was sufficient evidence that the connection taken by the Appellant, was for Marriage Palace.

I have perused the Affidavit of the Appellant duly attested by Notary Public and found that in the said Affidavit, the Appellant had, in the very beginning given declaration in the name of Sh. Sadhu Ram S/o Sh. Chaman Lal C/o Gardenia Hotel & Resorts, Mukatsar-Malout Road, Rupana, Distt. Sri Mukatsar Sahib.

I find that the Appellant had given declaration in the said Affidavit that the connection was applied by it for Marriage Palace. However, the name ‘Gardenia Hotel and Resorts’ is itself an evidence to prove that the unit was for Hotel and Resorts. The category of connection NRS mentioned in A & A Form signed on 05.11.2015 by both parties in this Appeal Case will not change on the basis of documents submitted now by the Respondent.

1. As per new policy guidelines and building norms for regularization of existing Marriage Palaces and setting up of new Marriage Palaces in the state of Punjab, the definition of Marriage Palace is as below:

**“Marriage Palace”** means premise built up or open or both or any part thereof, where accommodation or space is used for marriage, receptions, social gathering, meetings etc. on regular or periodical or occasional basis and where number of persons not less than 50 can congregate or gather.”

 At the same time, it is worthwhile to have a look at the definition of Resort. I find that a Resort is a place that is frequently used for holidays or for recreation or for particular purpose.

I observe that it is unfair to treat Gardenia Hotel & Resorts, Rupana as Marriage Palace for the purpose of charging Fixed Charges/Tariff approved for Marriage Palaces by the Hon’ble PSERC/PSPCL in the Tariff Orders for FY 2018-19, 2019-20 and 2020-21.

1. The Appellant’s Representative submitted with the Appeal letters/references of various Departments such as from
2. Sr. Town Planner, Ludhiana for use of land from Agriculture to Marriage Palace, M/s Gardenia Hotel & Resorts, Rupana.
3. Punjab Fire & Emergency Services, Sri Mukatsar Sahib indicating regularization of Marriage Palace.
4. Punjab Pollution Control Board, Bhatinda giving consent letter indicating type of industry/machinery i.e. Marriage Palace to carry out functions.
5. Bhatinda Development Authority, Bhatinda granting approval, vide letter dated 15.02.2016, of Building Plan at scheduled road indicating Marriage Palace.

I find that the Appellant had relied upon the documents/clearances provided by other departments which are irrelevant as the Appellant had entered into agreement for NRS connection with the Respondent. This agreement can be changed mutually by both parties. But the Respondent had never applied for its modification in the office of AE, DS S/D, Rupana so as to avail benefit of reduced Fixed Charges. The photographs submitted by the Respondent did not prove that Gardenia Resort is a Marriage Palace.

1. The Appellant’s Representative also stated that the officers of PSPCL were taking readings of Energy Meter periodically and also the officers of MMTS/Enforcement. PSPCL did not point out that the premise, at which the NRS connection was installed, was a Hotel and not a Marriage Palace. The Appellant’s Representative stated that all the checking reports of ASE/MMTS, Sri Mukatsar Sahib dated 16.03.2016, 27.04.2019 and 06.02.2020 showed the connection existed in the name of Sadhu Ram C/o Gardenia Resorts, Rupana.

 I observe that the duty of the officer taking readings of Energy Meter or of the officer of MMTS was, at the most, to point out violation, if any, in running the electric connection or any defect/inaccuracy in the working of the Energy Meter. The inspecting/checking officers are not supposed to verify about the businesses being carried out by the consumer.

 There is no clause no. 2.40 in Supply Code -2014 for third party checking of connection as mentioned by the Appellant in the rejoinder to reply of the Respondent.

From the above analysis, it is concluded that the Appellant failed to prove the legitimacy of its entitlement/claim for refund of excess Fixed Charges amounting to ₹ 4,02,729/-for the period 01.11.2018 to 21.11.2019. The tariff being charged from the Appellant is strictly as per agreement signed between both parties.

 Accordingly, the claim of the Appellant for refund of the amount charged/billed in excess (due to charging Fixed Charges at full rates by the Respondent) w.e.f. 01.01.2018 is not sustainable. As such, the Appellant is not entitled to interest on the amount claimed refundable (not to be refunded as per this decision), compensation and litigation expenses as prayed for.

1. The Appellant’s Representative referred to some of the decisions of the CGRF and also of this Court and stated that interest on the refund of excess billing cases was allowed and the present dispute may be adjudicated on the same analogy.

 I observe that the facts and circumstances of the cases referred to by the Appellant are not identical with those of the present dispute. As such, the plea of the Appellant’s Representative for treating the present case at par with the cases referred to by him is without merit and also unlawful.

6.  **Decision**

As a sequel of the above discussion, the Appeal of the Appellant against the order dated 26.02.2020 of the CGRF, Patiala in Case No. CGP-341 of 2019 is dismissed. The Appellant shall submit, if it, so desires, a fresh Application and Agreement after effecting the change in the name/title of its Unit for becoming eligible for charging of Fixed Charges, applicable for Marriage Palaces at reduced rates as per instructions of the PSPCL. In case, the Appellant does so and the Application and Agreement is signed between the Consumer and PSPCL, the Respondent shall consider and decide the claim of the Appellant for future billing as per law/regulations/ tariff order.

**7.** The Appeal is disposed off accordingly**.**

**8.** 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.

(GURINDER JIT SINGH)

 June 30, 2020 Lokpal (Ombudsman)

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