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

**ELECTRICITY, PUNJAB,**

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

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

**APPEAL NO. 21/2020**

**Date of Registration : 20.03.2020**

**Date of Hearing : 10.06.2020**

**Date of Order : 12.06.2020**

**Before:**

**Er. Gurinder Jit Singh,**

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

**In the Matter of :**

Mathli Steels,

Village Kumbhra,

Near Truck Stand,

Mandi Gobindgarh.

**Contract Account Number: 3002309528**

...Appellant

versus

Senior Executive Engineer,

DS Division (Special), PSPCL,

Mandi Gobindgarh.

...Respondent

**Present For:**

Appellant : 1. Sh. Vijay Kumar

Appellant’s Representative (AR).

2. Sh. Kamal Ghai.

Appellant’s Representative (AR).

Respondent : Er. J.S. Tiwana

Senior Executive Engineer,

DS Division (Special),

PSPCL, Mandi Gobindgarh.

Before me for consideration is an Appeal preferred by the Appellant against the order dated 19.02.2020 of the Consumer Grievances Redressal Forum (Forum), Patiala in Case No. CGP-346 of 2019, deciding that:

*“The amount charged to the petitioner vide Memo No. 6321 dated 18.06.2018 issued by AEE/Commercial, S/D, Mandi Gobindgarh for depositing an amount of* ₹ *86,529/- as detected by audit party vide Half Margin No. 176 dated 05.06.2018 due to interest and surcharge on the principal amount for the bill dated 04.07.2017 which was deposited after the due date and another amount of* ₹ *89,688/- also on account of interest and surcharge on the principal amount for the bill dated 04.10.2019 which was deposited after the due date is in order.”*

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

A scrutiny of the Appeal and related documents revealed that the same was submitted in this Court on 20.03.2020 i.e. within one month of receipt of decision dated 19.02.2020 by the Appellant on 27.02.2020. Besides, the Appellant had deposited the whole disputed amount of ₹1,72,097/-(₹ 82,409/-+₹89,688/-) with the PSPCL. The Appellant’s Representative, on being requested, also mailed on 20.03.2020 a copy of the MOU in respect of the Appellant’s unit. Therefore, the Appeal was registered and a copy of the same was sent to the Respondent to send written reply/parawise comments with a copy to office of the CGRF, Patiala to send the case file under intimation to the Appellant vide letter Nos. 313-315/OEP/A-21/2020 dated 03.04.2020.

**3.** **Proceedings**

A hearing for adjudication of the present dispute was fixed for 10.06.2020 at 11.45 AM and intimation to this effect was sent to both the sides vide Memo No. 393-94/OEP/A-21/2020 dated 04.06.2020. In response, the representatives of the Appellant and the Respondent attended the Court on the said date and time. Copies of the proceedings of the said hearing were sent to both the sides letter Nos. 426-27/OEP/A-21/2020 dated 10.06.2020.

**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 alongwith 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 20.03.2020, for consideration of this Court:

**(a 1) Claim No. 1 regarding refund of surcharge of** ₹ **82,409/-**

1. The Appellant is a Large Supply (LS) category consumer

bearing Account No. 3002309528.

1. As per the monthly energy bill dated 04.07.2017, total billed

amount was ₹ 48,54,000/- and its due date of payment by cheque/DD was 14.07.2017. With a view to make payment of the said bill, the Appellant deposited Cheque No. 753390 dated 14.07.2017 for a sum of ₹ 48,54,000/- in the concerned office of PSPCL. The same was accepted by the office without any objection. Next two days i.e. 15th & 16th July 2017, were Saturday and Sunday. As such, the cheque was presented to the bank for clearing by PSPCL on 18.07.2017.

1. Though there was sufficient funds in the account of the

Appellant, due to some “technical failure” in the bank, the transfer of funds by the Punjab National Bank could not take place on 18.07.2017. Soon thereafter, the office of PSPCL informed the representative of the Appellant accordingly. Immediately on coming to know about the same, the said billed amount of ₹ 48,54,000/- was transferred in the account of PSPCL by the bank authorities against the same chequeby way of RTGS No. 55033539467 dated 18.07.2017 on the same day when the cheque was to be credited to the PSPCL account.

1. The fact that the Appellant was not at fault in any manner

was further apparent from the letter issued by Punjab National Bank in this regard. It had been specifically mentioned therein that there were sufficient funds in the account for transfer of funds but the cheque was dishonoured due to some parameters going wrong in the bank system for which, the party i.e. Appellant was not at fault. It was further mentioned therein that the funds were transferred to PSPCL account on the same day i.e. 18.07.2017 through RTGS and the said payment be considered to have been made as against the cheque of the same date.

1. The above said facts were immediately brought to the notice of

Sr.Xen, DS Division, Mandi Gobindgarh by the Appellant vide letter dated 19.07.2017. The said request was accepted by the Sr.XEN/DS Division, PSPCL and the payment transferred through RTGS was treated as through cheque and no objection whatsoever was raised at that time and even subsequently.

1. Suddenly, after a lapse of about one year, vide Memo No. 6321

dated 18.06.2018, AEE/Commercial, PSPCL, Mandi Gobindgarh informed that the above said payment transferred by the Appellant by way of RTGS had been considered as late payment by PSPCL and a surcharge of ₹ 82,409/- had been levied by the Audit Party. It came as a shock for the Appellant because there had been no delay whatsoever in the matter because the payment had been transferred in the account of PSPCL on the same day i.e. 18.07.2017 on which, the amount would have been otherwise transferred if the cheque had not been dishonoured. As such, by no stretch of imagination, it could be said that there was delay. Hence, no surcharge was leviable.

1. The aforesaid factual position was duly explained to the

concerned officers of the PSPCL but they refused to accept the same on the ground that in view of audit objection, they had no option but to levy the said late payment surcharge. The Appellant was threatened with disconnection in the event of failure to deposit the said late payment surcharge amount along with further surcharge of ₹ 4,120/-. The Appellant was, left with no other alternative and deposited the said surcharge amount of ₹ 82,409/- under protest on 27.06.2018.

1. Admitted position was that due date for payment of the

energy bill dated 04.07.2017 by way of cheque/DD was 14.07.2017. Cheque was admittedly given on the said date. The said cheque was presented for clearing in the bank on 18.07.2017 but as explained above, due to some technical reasons, the same was not honoured. Had it been honoured, the cheque amount would have been credited in the account of PSPCL on 18.07.2017. In that eventuality, PSPCL had no objection. Admittedly, in the present case, the entire billed amount of ₹ 48,54,000/- stood transferred in the account of PSPCL on the same very day i.e. 18.07.2017 by way of RTGS meaning thereby that no loss whatsoever had been suffered by PSPCL. Due to the said reason only, no objection whatsoever was raised by the concerned official of PSPCL at the relevant time.

1. The objection raised by the audit subsequently was totally

misconceived and a classic case of non application of mind. Instead of adopting pragmatic approach, a totally hyper technical view was adopted which was otherwise totally unexpected from PSPCL. This aspect was duly brought to the notice of the Forum as well. However very strangely, even the Forum adopted a totally hyper technical view.

1. A perusal of the order passed by the Forum would reveal that it

failed to appreciate the correct factual and legal position. The Forum failed to appreciate that as per the admitted stand of PSPCL also, due date for payment of the bill dated 04.07.2017 by way of cheque/DD was 14.07.2017. Cheque had been deposited with the PSPCL on 14.07.2017 which was duly accepted by them without raising any objection whatsoever. Further, admitted position was that the said cheque was presented for encashment on 18.07.2017 in the bank. Had it been encashed, the cheque amount would have been transferred in the account of PSPCL on 18.07.2017 and the latter had no objection whatsoever and even no late payment surcharge was leviable as per instructions of the PSPCL.

1. On the same very day i.e. 18.07.2017, when the Appellant came

to know about the dishonouring of the cheque, the entire billed amount was deposited in the account of the PSPCL by way of RTGS. Thus, so far as PSPCL was concerned, it had suffered no loss or harassment whatsoever and there was not even a single day’s delay in the matter. Under the circumstances, there was no justification to levy late payment surcharge by the PSPCL. However, this aspect had been totally ignored by the Forum while passing the order. The findings arrived at by the Forum to that effect was therefore liable to be set aside.

1. Even otherwise, action of the Respondent PSPCL was totally

illegal, arbitrary, discriminatory and violative of Article 14 of Constitution of India. while in the case of the Appellant, late payment surcharge had been levied even though payment had been duly transferred in the account of PSPCL on the same very day, no such objection or late payment surcharge had been raised by PSPCL in case of other identically situated concerns namely Durga Multimetal Pvt. Ltd.

**(a 2) Claim No. 2 regarding refund of surcharge of** ₹ **89,688/-**

1. As per the energy bill dated 22.10.2019 downloaded by the

Appellant, the total billed amount was ₹ 66,53,050/- which included arrears of current financial year amounting to

₹ 22,42,198/-.

1. On inquiry, the officials of the PSPCL told the Appellant that

the said arrears of ₹ 22,42,198/- were on account of bill dated 04.10.2019 which had not been paid by the Appellant on due date.

1. In this regard, it was worth mentioning that Energy Meter of the

Appellant had been provided with modem and bills were being prepared by SAP. Meter readings were not being taken manually and paper bills were not being issued to the Appellant by the PSPCL. Rather, all the consumers had been told by the PSPCL to check the PSPCL website, download the bills and pay the same. This procedure was being followed since long. The disputed bill dated 04.10.2019 was never uploaded by PSPCL in the link “Pay your bill” under the Appellant’s account number history of bills on PSPCL website. In support of the said plea, the Appellant placed before the authorities screen shot of the bill history while downloading the bill dated 22.10.2019. The said screen shot included bill dated 03.09.2019 and 22.10.2019 but bill dated 04.10.2019 did not appear in the said bill history. In other words, the said bill dated 04.10.2019 was never uploaded by PSPCL on its website. Naturally, on account of the said reason, the Appellant was not even aware about the issuance of the bill dated 04.10.2019. A consumer could pay the bill only if the same was either issued by way of paper bill or if the same was uploaded on the concerned website. Admittedly, the said bill was never uploaded. Thus, due to the said reason, only, the said billed amount could not be deposited. In the said matter, the Appellant could not be held to be at fault in any manner. Rather, the PSPCL was at fault in the matter.

1. The bill dated 04.10.2019 was for a sum of ₹ 21,52,510/- if

paid by due date but by adding late payment surcharge, the said amount came to ₹ 22,42,198/-. Thus, late payment surcharge as per the said bill worked out to ₹ 89,688/-. Since the concerned officials of the PSPCL were not ready to listen to the Appellant, no option was left but to deposit the said surcharge amount of

₹ 89,688/-.

1. As a matter of fact, the bill dated 04.10.2019 for the period from

31.08.2019 to 21.09.2019 for ₹ 21,52,510/- was never served upon the Appellant by way of paper bill. This was despite the fact that as per Regulation 30.9 of Supply Code-2014, bills were required to be supplied/delivered to the consumers and proper record was required to be maintained by the PSPCL.

1. The said procedure had been given a go-bye by the PSPCL by

way of some Commercial Circular which had no binding. Otherwise also, Commercial Circulars could not override statutory instructions. Under the circumstances, PSPCL should have issued paper bills to all their consumers. However, as per practice now being followed, consumers were supposed to check the PSPCL website, download the bill and pay the same. Same procedure was being followed by the Appellant also. Since bill dated 04.10.2019 was never uploaded by the PSPCL on their website, there was no question of depositing the same by the Appellant. This was so because in the absence of any bill, it was not possible for a consumer to deposit any amount.

1. This aspect was also duly brought to the notice of the Forum.

However, very strangely, the Forum rejected the said plea on the ground that if the bill was not available on the website, the Appellant should have approached the office. While so observing , the Forum failed to appreciate that it was the duty of the PSPCL to raise the bill and consumers could not be expected to run after the authorities to ask them as to whether the bill had been prepared or not.

1. Next reasoning assigned by the Forum while rejecting the plea

of the Appellant was that the Appellant was having another LS category connection and bill of the same was issued on 03.10.2019 and that bill had been duly deposited by the Appellant. Thus, the Appellant was well aware about the change in the billing cycle and it had not cleared the bill dated 04.10.2019 for ₹ 21,52,510/-. While giving the said reasoning,

the Forum failed to appreciate that in the said matter, it was PSPCL which was at fault and it could not be allowed to take advantage of its own wrongs and the Appellant could not be penalized for no fault on its part. So far as payment of bill by the Appellant qua it’s another LS Category connection was concerned, the Forum should have adopted positive approach by holding that the Appellant was not a habitual defaulter and wherever, bill had been raised and served, the said billed amount had been duly paid. Thus, it was clear that even the Forum had proceeded in the matter in a hyper technical manner without appreciating the correct legal and factual position.

In view of the submissions made, the order dated 19.02.2020 passed by the Forum may be set aside and the Appeal may be allowed by allowing:

1. refund of ₹ 82,409/- on account of surcharge with interest
2. refund of surcharge of ₹ 89,688/- with interest
3. compensation sum of ₹ one lac for the unnecessary harassment
4. **Submissions during Hearing**

During the hearing on 10.06.2020, the Appellant reiterated the submissions already made in the Appeal and prayed to allow the same.

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 Vide e-mail dated 27.05.2020:

**(a 1) Refund of Surcharge of ₹ 82,409/-**

1. The Appellant was served with the Electricity bill of ₹ 48,54,000 on 04.07.2017 and due date for this bill was 14.07.2017 by online or through RTGS Mode, which was very well mentioned on the bill. This bill was delivered manually. It was also available on PSPCL website and its intimation was also sent to the registered mobile number of the Appellant. So, the Appellant was having enough time to pay this bill.
2. The Appellant stated in the Appeal that it had deposited the

cheque of ₹ 48,54,000/- on 14.07.2017. But this cheque was dishonored by bank due to exceeds arrangement which meant that there was not sufficient balance in the consumer’s bank account to honour the cheque. Thus, if the Appellant can make the payment through RTGS on 18.07.2017, then, the same could have been done by the Appellant on 14.07.2017 and amount could have been transferred online through RTGS on 14.07.2017 itself. But the Appellant had not paid the bill in time. So, the Appellant was liable to pay the amount of surcharge of ₹ 82,409/- which was levied after due date.

1. As the Appellant couldn’t make payment on or before due date,

PSPCL received its payment of ₹ 48,54,000/- on 18.07.2017 i.e. after due date. So the amount for surcharge was recoverable as per rules and regulations.

1. PSPCL didn’t receive payment by due date, so, the surcharge

was levied and the Appellant deposited only the amount payable after due date directly into PSPCL’s local account which was not the procedure to deposit the amount of bill. It had been mentioned on the bill to make payment online or through RTGS mode only till 14.07.2017.

1. Due to some error of omission in the SAP system, the amount of

surcharge could not be charged in SAP in same month. It was noticed later on by Audit Party vide Half Margin No. 176 dated 05.06.2018 that interest and surcharge on the principal amount of the bill dated 04.07.2017 which was deposited after due date was also leviable. Thereafter, the Appellant was informed accordingly as per Memo No. 6321 dated 18.06.2018 of AEE/ Commercial Mandi Gobindgarh and debited to the Appellant’s account. The amount of surcharge stands deposited by the Appellant.

1. The Appellant did not follow the procedure laid down by the

distribution licensee. Thus, the amount of surcharge was recoverable from Appellant who, had deposited this amount.

**(a 2) Refund of surcharge of ₹ 89,688/-**

1. It was correct that the energy bill issued on 22.10.2019 for

₹ 66,53,050/- included an amount of ₹ 22,42,198/- as arrears.

1. PSPCL had changed the billing cycle of all consumers having

sanctioned contract demand more than 100 kVA vide Commercial Circular No. 38/2019. Moreover, Sr. Executive Engineer/DS, Mandi Gobindgarh had informed the Appellant regarding this change vide Memo No. 3542, dated 09.08.2019. Accordingly, reading of the Energy Meter of the Appellant was taken on 21.09.2019 and a bill was issued on 04.10.2019 for the period from 31.08.2019 to 21.09.2019 for ₹ 21,52,510/- .This bill was payable by 14.10.2019. The Appellant did not deposit this bill and the billed amount was included in arrear column with surcharge of ₹ 89,691 in its next bill making total arrear 22,42,198/-. This bill was issued on 04.10.2019 and its due date was 14.10.2019. PSPCL, through its IT Department, regularly uploads the bills on its website for information and payments by the consumers and messages were also delivered on the registered mobile numbers of all the consumers. Thus, the amount of surcharge was recoverable from the Appellant.

1. It was correct that the Energy Meter of the consumer was

provided with modem and bills were also prepared by SAP. Modem installed in consumer’s premises automatically picked the readings on last day of every scheduled date and the bills were prepared by SAP. If the bill was not shown on website, the Appellant himself could have asked from the office of the PSPCL regarding its non-availability but the Appellant didn’t bother and delayed the bill payment due to its own reasons. It is pertinent to mention here that Appellant stated during oral proceedings in the Forum that the Appellant was having another LS category connection, the bill for which was issued on 04.10.2019 and the same was payable by 14.10.2019 and that bill was duly deposited by the Appellant within due date. As such, the Appellant was well aware about the billing cycle.

The Appellant didn’t make the payment of bill within due date, so, it was bound to deposit the amount of surcharge as prescribed in Schedule of Tariff. The bill issued on 22.10.2019 had been deposited on its due date i.e. 01.11.2019.

Since the Appellant did not follow the procedure laid down by the distribution licensee, the amount of surcharge was recoverable. This had since been deposited by the Appellant.

1. **Submissions during Hearing**

During the course of hearing on 10.06.2020 in this Court, the Respondent reiterated the submissions made in the written reply and prayed to dismiss the Appeal. Besides, the Respondent was requested to intimate as whether the bill dated 04.10.2019 amounting to ₹ 21,52,510/- was uploaded on the website of the PSPCL and also whether intimation to this effect was sent to the Appellant vide SMS/E-mail. In response, the Respondent intimated that as per e-mail dated 10.06.2020 received from Assistant Manger IT, PSPCL, Patiala, E payment server received this bill from SAP System on 24.10.2019 due to which no SMS/E-mail was sent to the consumer. The Respondent also intimated that this bill had not been uploaded on website of PSPCL till today i.e. 10.06.2020.

5. **Analysis and Findings**

The issues requiring adjudication are the legitimacy of the amounts of

1. ₹ *86,529/- on account of late payment surcharge/interest for depositing the energy bill dated 04.07.2017 for*  ₹ 48,54,000/- *(due date on 14.07.2017) late on 18.07.2017 and*
2. ₹ *89,691/- as surcharge and interest for not depositing the bill dated 04.10.2019 for* ₹ 21,52,510/- *within stipulated time*

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

**Issue (i)**

1. A bill dated 04.07.2017 was issued to the Appellantfor

₹ 48,54,000/- and due date of payment by on-line mode was 14.07.2017. It was also mentioned on the bill that the Payment of bills above 3 Lacs could be made through on-line/RTGS mode only.

1. The said bill was delivered manually by official of the

Respondent to the Appellant and was also available on the PSPCL website. The payment of ₹ 48,54,000/- was made by Appellant vide Cheque No.743390 dated 14.07.2017 in the office of the Respondent and was accepted.

1. The cheque was sent for clearing to the bank by the Respondent

but the same was dishonoured with the remarks by the Bank that **“Exceeds Arrangements”** meaning thereby that there were not sufficient funds in the account of the Appellant and this was confirmed by State Bank of India vide Memo No.500231/110002/800 dated 18.07.2017**.** The Respondent informed the Appellant accordingly as a result of which, the Appellant transferred the billed amount to the account of the Respondent through RTGS on 18.07.2017.

1. The SAP system failed to accept the payment with late payment

surcharge (LPS)/interest because the Appellant made a payment through RTGS on 18.07.2017.

1. The Forum observed in its decision (at Page No.9) that due date

of bill dated 04.07.2017 through On-line/cheque/DD was 14.07.2017. As per bill, the due date of payment **(By on-line)** was 14.07.2017 and acceptance of cheque by the Respondent on 14.07.2017 was not in order. Further, due to error in SAP system, non levy of LPS/interest remained unnoticed which was pointed out by the Audit Party after one year.

1. The provisions contained in Regulation 31.5 of Supply Code-

2014, are Reproduced as under:

“The bill shall be paid by the consumer in cash, by cheque payable at par, banker’s cheque, demand draft, bank transfer, e-banking/credit/debit card where feasible or in such other manner, as the distribution licensee may prescribe. The distribution licensee shall endeavour to promote payment of bills through e-banking/credit/debit card.

Provided that the distribution licensee may not accept cash payment, if the total amount payable exceeds ten thousand (10,000/-) rupees.

Provided further for the consumers having period of 15 days or more for payment of bill through any approved means other than cash and on-line payment through e-banking shall be two working days prior to the due date as per Regulation 31.1 above. For consumers having period for payment less than 15 days, the due date through cash or any other admissible means shall be same.”

From the above Regulation, it is clear that the distribution licensee shall endeavor to promote payment of bills through e-banking/credit/debit card. In view of this, the distribution licensee mentioned the due date of payment by on- line as 14.07.2017.

I observe that the Respondent was responsible for accepting the cheque instead of asking the Appellant to make payment on-line through RTGS.

I also observe that the Forum, in its decision (at Page No.9), advised the SE/DS Circle, Khanna to conduct the enquiry in the matter.

Thus, there is no denying the fact that due to insufficient funds in the Appellant’s bank account, cheque dated 14.07.2017 submitted for payment of bill dated 04.07.2017 was dishonoured. That is why, the payment was deposited by the Appellant through RTGS on 18.07.2017 which rendered the Appellant liable for late payment surcharge. Hence, the plea of the Appellant for refund of late payment surcharge/interest of ₹ 86,529/- (charged by the Audit Party and upheld by the Forum) is not sustainable and this amount is recoverable from the Appellant.

**Issue (ii)**

1. This issue relates to bill dated 04.10.2019for theperiod from

31.08.2019 to 21.09.2019 for ₹ 21,52,510/-which was not paid by the Appellant and was subsequently transferred in the bill dated 22.10.2019 as arrears, making total amount of bill as ₹ 66,53,050/- which in turn, was paid by the Appellant on 01.11.2019. The arrears amount contained Principal Amount and LPS/interest as the amount was paid beyond/after one week from the due date.

1. The billing cycle of all the LS consumers with CD

more than 100 kVA was changed as per CC No 38/2019 due to implementation of Automatic Meter Reading system in SAP instead of Manual Readings and the Appellant was informed by the Respondent vide Memo No 3542 dated 09.08.2019. Accordingly, the reading of the Appellant’s connection was recorded automatically on 21.09.2019 and bill dated 04.10.2019 for the period from 31.08.2019 to 21.09.2019 was issued (as stated by the Respondent in its reply) for ₹ 21,52,510/- which was payable upto 14.10.2019.

I also find that the Respondent stated in its written reply that though, this bill was not uploaded on website of PSPCL, intimation was sent to the Appellant at its Registered Mobile Number by SMS as per record.

1. During the hearing on 10.06.2020, the Respondent was

requested to intimate as whether the bill dated 04.10.2019 amounting to ₹ 21,52,510/- was uploaded on the website of the

PSPCL and also whether intimation to this effect was sent to the Appellant vide SMS/E-mail. In response, he intimated that as per e-mail dated 10.06.2020 received from Assistant Manger IT, PSPCL, Patiala, E payment server received this bill from SAP System on 24.10.2019 due to which no SMS/E-mail was sent to the consumer. The Respondent also intimated that this bill had not been uploaded on website of PSPCL till the date of hearing i.e. 10.06.2020.

1. A perusal of the proceeding dated 10.06.2020 referred to above

reveals that the Respondent admitted during hearing and submitted in writing that no SMS/e-mail for service of bill dated 04.10.2019 was sent to the Appellant. The Respondent also admitted that the said disputed bill was not uploaded on the website of the PSPCL till the date of hearing i.e. 10.06.2020.

In view of the above, the Appellant can not be made liable to pay late payment surcharge/interest due to non payment of bill dated 04.10.2019 within stipulated period because the Respondent failed to serve the bill to the Appellant in time. Neither paper bill was served nor intimation was given by e-mail or SMS in this regard to the Appellant. Bill was not even loaded on the website of PSPCL.

1. This dispute/appeal case is not a harassment case and as such,

the prayer of the Appellant for grant of ₹ one lac as compensation is not agreed to which is totally unjustified.

**6.** **Decision**

As a sequel of above discussions, it is held that:

(i) The amount of ₹ 86,529/- charged to the Appellant as late payment surcharge/interest due to deposit of bill dated 04.07.2017 on 18.07.2017 after due date (14.07.2017) is recoverable from the Appellant as decided by the Forum.

(ii) The amount of ₹ 89,691/- charged to the Appellant as late payment surcharge/interest in bill dated 22.10.2019 is not recoverable as the bill dated 04.10.2019 for the period 31.08.2019 to 21.09.2019 was not served to the Appellant by e-mail/SMS and was also not uploaded on the website of PSPCL till the date of hearing on 10.06.2020. Accordingly, the Respondent is directed to recalculate the demand and refund/recover the amount found excess/short after adjustment, if any.

(iii) The request/prayer of the Appellant for grant of ₹ one lac as compensation for harassment is hereby rejected.

**7**. The Appeal is disposed of 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.

June 12, 2020 (GURINDER JIT SINGH)

SAS Nagar (Mohali) Lokpal (Ombudsman)

Electricity, Punjab.