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

 **ELECTRICITY, PUNJAB,**

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

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

**APPEAL NO. 23/2020**

**Date of Registration : 27.05.2020**

**Date of Hearing : 03.07.2020**

**Date of Order : 07.07.2020**

**Before:**

 **Er. Gurinder Jit Singh,**

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

**In the Matter of :**

 M/s Shiva Ware Housing & Logistics,

 Village-Mehmadpur,

Rajpura.

**Contract Account Number: 3005032758**

 ...Appellant

versus

Senior Executive Engineer,

DS Division, PSPCL,

Rajpura.

 ...Respondent

**Present For:**

Appellant : 1. Sh. R.S. Dhiman

 Appellant’s Representative (AR).

 2. Sh. Rakesh Kumar

 Appellant’s Representative (AR).

Respondent : Er. Gurvinder Singh

 Senior Executive Engineer,

 DS Division, PSPCL,

 Rajpura.

 Before me for consideration is an Appeal preferred by the Appellant against the order dated 16.03.2020 of the Consumer Grievances Redressal Forum(Forum),Patiala in Case No. CGP -04 of 2020, deciding that:

 *“The bills issued to the petitioner from 20.06.2018 to 26.11.2019 upto a final reading of 82390 KWH/85142 KVAH are recoverable from the petitioner.”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 27.05.2020 i.e. after more than one month of receipt of the decision dated 16.03.2020 of the CGRF, Patiala in Case No. CGP-04 of 2020. In view of the delay in filing the said Appeal, the Appellant’s Representative (Sh. R.S. Dhiman) who submitted the Appeal in this Court on 27.05.2020 was requested to submit an application for condonation of delay in filing the Appeal in this Court. It was also noticed that the Appellant had deposited a sum of ₹ 1,65,000/- (20% of the disputed amount) on 20.12.2019 and another ₹ 1,65,000/-(20% of the disputed amount) on 23.05.2020. Thus, the Appellant deposited ₹ 3,30,000/- as the requisite 40% of the disputed amount of ₹ 8,15,140/- as assessed by the Forum in its decision. The Appellant also submitted a copy of both the receipts, alongwith the Appeal. Accordingly, the Appeal was registered and a copy of the same was sent to the Sr. Xen, DS Division, PSPCL, Rajpura for furnishing written reply/ parawise comments and also to the CGRF, Patiala for sending the case file under intimation to the Appellant vide this office letter no. 358-59/OEP/A-23/2020 dated 28.05.2020.

**3.** **Proceedings**

With a view to adjudicate the dispute, a hearing was fixed in this Court on 03.07.2020 at 11.30 AM and intimation to this effect was sent to both the sides vide letter no. 504-505/A-23/2020 dated 29.06.2020. In the aforesaid letter, the Appellant was also requested to send an application by e-mail or post, for condonation of delay in filing the Appeal in this Court. As scheduled, the hearing was held on 03.07.2020 in this Court and copies of the proceedings were sent to both the sides vide this office letter no. 536-37 dated 03.07.2020.

**4. Condonation of Delay**

At the start of hearing on 03.07.2020, the issue of condonation of delay was taken up. The Appellant’s Representative sent an e-mail dated 02.07.2020 and also submitted a copy of the same before start of the proceedings. I observe that the reasons for delay given by the Appellant in its application dated 02.07.2020 were not correct. In the first instance, the Appeal, stated to have been sent to this Court on 13.04.2020 by e-mail, was not received in the mailbox of this Court. Besides, the very fact that the balance 20 % (out of requisite 40 %) of disputed amount was deposited by the Appellant with PSPCL on 23.05.2020, proves that the Appeal complete in all respects was not sent to this Court before 27.05.2020.

I find that the Respondent, on being asked intimated that no such Appeal dated 13.04.2020 was received in its office. However, the Respondent did not object to the condonation of the delay in filing the Appeal in this Court.

I find that the Appellant representative requested for condonation of delay in view of lockdown/curfew in Punjab for long time.

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:

*The representation is made within one month from the date of receipt of the 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 also observe that non condonation of delay 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 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**:

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 in this Court on 27.05.2020 for consideration:

1. The Appellant was having a NRS category connection installed at its site office at Village Mehmadpur, Tehsil Rajpura. The sanctioned load of this connection, bearing Account No. 3005032758, was 9.85 kW.
2. The premise where the connection was installed was purchased by the Appellant in December, 2017. The electricity connection, at the time of purchase of the premise, was in the name of M/S Gupta Builders &Promoters, and the Appellant got the change in the name of the consumer effected in 08/2018. Though the sanctioned load was the same as that of M/S Gupta Builders & Promoters, the actual connected load of the Appellant’s connection was much less.
3. No bill was received by the Appellant after change of name till July, 2019. The very first bill received by the Appellant was for more than ₹ 5 lac. The Appellant did not pay it but checked the Energy Meter and found the same burnt. Accordingly, the Appellant informed the PSPCL office about it. The bill received in August, 2019 was for ₹ 6,26,520/- and finally, the disputed amount rose to ₹ 8,15,140/-.
4. The burnt Energy Meter was replaced on 27.11.2019. The new Energy Meter, installed on replacement, showed consumption correctly.
5. The disputed Energy Meter was sent by the Respondent to ME Lab for testing. But, as per report of ME Lab, no testing could be done. Neither the final reading of this burnt Energy Meter could be noted nor was any DDL possible.
6. The Appellant contested the exorbitant bills before local authorities but none helped. As such, a Petition was filed on 07.01.2020 before CGRF, Patiala. However, the Forum also failed to deliver justice and upheld, vide order dated 16.03.2020, the totally unreasonable bills.
7. The Appellant was not satisfied with this decision at all and was constrained to file the present Appeal.
8. The Appellant’s case was of burnt Energy Meter and was therefore, to be dealt in accordance with Regulation 21.5.2 of Supply Code-2014. The method adopted by the Forum was no where mentioned in the Supply Code-2014. As such, the decision of the Forum deserved to be set aside on this ground alone.
9. The premise alongwith the electricity connection was purchased by the Appellant from M/S Gupta Builders & Promoters in December, 2017 and possession was taken in December, 2017 itself. The change of title/name of the electricity connection was got done in 08/2018 after getting NOC from the previous Owner/Consumer. Final reading of the Energy Meter was taken by the Respondent at the time of effecting the change of name on 29.08.2018 which was 1161 as per their own record. According to the consumption statement, the next reading recorded on 25.10.2018 was 18673. This meant that the Appellant consumed 17512 (18673-1161) units from 29.08.2018 to 25.10.2018 (57days). Such a high consumption was not possible even if full load (9.85 kW) was run round the clock for 57 days without any break. Obviously, the Energy Meter was defective.
10. It was reiterated that the Appellant received the first bill in July/August, 2019 which was for a sum of more than ₹ 5 lac. The Appellant did not pay it, being unreasonable and also due to the Energy Meter having been burnt. The disputed amount rose to ₹ 8,15,140/- before the end of the year 2019. Had the Appellant received any bill for the period 29.08.2018 to 25.10.2018 for 17512 Units, it would have challenged the same in 10/2018 itself. The Respondent wrongly stated that the bills were being issued regularly. Had this been true, the connection would have been disconnected in 11/2018 for non payment and the matter would have been settled on the very first bill. The Appellant could not be penalized for allowing the defective Energy Meter to remain installed for more than a year and then charge it on whims.
11. The Forum took pains to justify the highly inflated and wrong consumption shown by the defective Energy Meter without even considering that consumption of 17512 units in 57 days was not possible with a load of 9.85 kW. Its decision was, therefore, required to be set aside out rightly. The total consumption recorded from 29.08.2018 to August, 2019 was not justified even on the basis of LDHF Formula although this Formula was very liberal.
12. New Energy Meter installed in place of the old burnt Energy Meter showed 266 units consumed from 27.11.2019 to 09.12.2019 which also indicated the fact that the Appellant’s actual consumption was very low. The reason for low consumption was that the site office, where this connection was installed, was not regularly used by the Appellant since the partners of the Appellant’s firm resided at Chandigarh/ Panchkula.
13. It was note worthy that although the sanctioned load of the Appellant was 9.85 kW, the actual load was very small. The two ACs shown in the LCR dated 15.01.2020 were lying burnt for the last more than two years. No note of this was taken by the Forum although this fact was brought to its notice by the Appellant through rejoinder.
14. The Respondent seems to be highly prejudiced against the Appellant as was evident from the fact that the Appellant’s connection was not restored even though the Appellant deposited 20% of the disputed amount at the time of filing its grievance before CGRF, Patiala.
15. It was prayed that the undue charges raised against the Appellant may be set aside to meet the ends of justice.
16. **Submissions during Hearing**

During hearing, the Appellant’ Representative reiterated the submissions already made in the Appeal. The Appellant’s Representative, on being asked, stated that it had neither represented to the Respondent about non receipt of the energy bills after change of name in its favour nor challenged the working/accuracy of the Energy Meter installed at its premise.

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

The Respondent, in its reply, made the following submissions for consideration of the Court:

1. The Appellant was having an electricity connection under NRS category, bearing Account No. 3005032758. The Appellant purchased the premise on 29.12.2017 from M/s Gupta Builders & Promoters Pvt. Ltd. and got old connection (running in name of M/s Gupta Builders & Promoters Pvt. Ltd., bearing Account No.3003327786) changed in its name on 14.08.2018.
2. The bill of the previous consumer was cleared by taking final

reading on 29.08.2018 as 1161. The previous consumer cleared its dues on 30.08.2018.

1. Thereafter, the Appellant started using the electricity from the new connection and never deposited the bills.
2. The Energy Meter of the Appellant got burnt and this fact was noticed on 29.08.2019 while taking readings and a new Energy Meter was installed on 27.11.2019. As per the ME challan No. 158 dated 06.01.2020, vide which the old Energy Meter was returned, the final reading of the removed Energy Meter was 82390. It was pertinent to mention that on 28.06.2019, the reading was 63753 and bimonthly consumption was 16318, but when the Energy Meter got burnt in the month of August, 2019; the average consumption taken by the SAP system was according to the previous year when the consumption was almost nil. So, the consumer was charged very less average. The reading of the Energy Meter as per Challan No. 158 dated 06.01.2020 i.e. 82390, seemed to be an actual reading for which bill should have been prepared and the Appellant should be charged for the consumption of 18637 units (82390-63753) in the month of 8/2019. The average charged in the month of 10/2019 and 11/2019 seemed to be correct.
3. The connection bearing Account No. 3005032758 was disconnected due to defaulting amount and the Energy Meter was dismantled on 09.12.2019 with final reading of 266 units. As per LCR Nos. 39/209 dated 15.01.2020 and 81/311 dated 20.01.2020, the connection of the Appellant was checked and it was found that the consumer was having an office and a premix plant was running in the premise. The load of the office to the extent of 12.180 kW was running unauthorised from the connection of adjacent premise bearing Account No. 3005198561 whereas, the load of the premix plant (26.11 kW) was found running from 62.5 kVA Generator Set lying in the premise.
4. It was a case of burnt Energy Meter and therefore, dealt in accordance with the Regulation 21.5.2(a) of Supply Code-2014 as average consumption was taken by SAP system which was according to the previous year and the same was also mentioned in the decision of the Forum.
5. The reason of high consumption was that total load found running in the premise of the Appellant as per LCR Nos. 39/209 dated 15.01.2020 and 81/312 dated 20.01.2020 was 38.29 kW (12.180+26.110), out of which, 12.180 kW was found running unauthorisely from the adjacent premises and 26.11 kW was found running on generator. So, this was the reason of high consumption and actual connected load of the Appellant was less than the sanctioned load. The consumption came out to be 12.180 x25 x12x 0.4+ 26.11x 25x 20 x 0.6 = 1462 + 7833 =9295 units.
6. The bills were regularly issued to the consumer and the process of preparation of bills and delivery of bills was the same as existed from 24.12.2017 (date of purchase of premise when old connection was installed) to 28.08.2018 (date of change of name in favour of the Appellant) and afterwards (i.e. after 28.08.2018). Moreover, it was also the responsibility of the Appellant to enquire about the bills from the Respondent. The Appellant had itself agreed in the proceedings of the Forum(as also mentioned in the decision of the Forum) that the Appellant seldom visited the plant and the bills might have been handed over to the Chowkidar/Labourer deployed by the Appellant and the same were not handed over to him. It was clear that the Appellant had willfully not made the payments against the current energy charges leading to the accumulation of the bills and the Appellant never disputed the bills issued to it from 24.12.2017 onwards and never made any representation before any authority of the Respondent (PSPCL) regarding the working of the Energy Meter or any abnormal bills till the time, a case was filed with the Forum.

The total consumption recorded from 29.08.2018 to June, 2019 was on the basis of actual consumption of consumer and two bills of N and P code were also adjusted within that period. The consumption from 06.07.2018 to 26.04.2019 was 63,553 kWh which was on actual basis. After that, from 28.06.2019 to 27.11.2019 (153 days), the consumption was taken on average basis. Photographs showing Status of the Energy Meter and also of Energy Meter (which got burnt due to high consumption) were also attached.

1. It was true that the new Energy Meter, installed in place of old burnt Energy Meter, had shown 266 units consumed from 27.11.2019 to 09.12.2019 and after that, the connection (including Energy Meter) was disconnected due to non payment of defaulting dues so, it was difficult to predict about consumption of the consumer.
2. It was correct that as per LCR no. 39/291 dated 15.01.2020, the load recorded was 12.180 kW. But, at that time, the connection was disconnected due to defaulting dues and after that, checking was done on the directions of the Forum, with LCR nos. 82/311 dated 20.01.2020 and 81/311dated 21.01.2020 as per which, load recorded was 17.800 kW. Thereafter, the Checking Officer observed that consumer was running his premise through another connection bearing Account no. 3005198561 which was also in its own name i.e. same consumer.
3. As per CGRF, Patiala’s letter no 2979/T-357/2019 dated 05.12.2019, the CGRF had not instructed to restore the Appellant's connection after depositing 20% of disputed amount.
4. In view of the facts brought out above, it was submitted that the consumer was using the electricity for running the above mentioned load of 38.29 kW and he was so much in need of electricity (affordable source) that he could even use the Generator Set when the connection at his premise was disconnected due to defaulting amount. From the consumption data also, it could be seen that the consumption was showing regular pattern and below the LDHF consumption for the load connected. There was no sudden jump in the reading.
5. In view of the submissions made, the Appellant may be asked to deposit the amount charged to it alongwith interest.
6. **Submission during Hearing**

During hearing, Senior Executive Engineer, DS Division, PSPCL, Rajpura (Respondent) reiterated the submissions already made in its written reply. He also submitted that all the energy bills of the Appellant’s connection were available on PSPCL web site. Besides, SMS must have been sent through SAP to the Appellant at its registered Mobile No. 9068499008 mentioned by the Appellant in A & A Form for timely payment of bills. He also submitted that PDCO was generated for disconnection due to defaulting amount against Appellant but was not effected at site due to shortage of staff and other constraints.

**6.** **Analysis and Findings**

The issue requiring adjudication is the legitimacy of the energy bills for the period from 29.08.2018 (the date on which, the Appellant started using electricity after change of name/title of the connection in its favour) to 10.12.2019 (date of permanent disconnection).

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

1. The relevant facts of the case are that the Appellant purchased the premise of M/s Gupta Builders & Promoters Pvt. Ltd., (having electricity connection bearing Account No. 3003327786) on 29.12.2017 for business purpose. The Appellant continued to use electricity from the above mentioned connection and applied for change of name, in its favour, vide Application No. 100006351752 dated 14.08.2018 and cleared all the dues outstanding upto 08/2018 against Account No. 3003327786 of the previous consumer. Accordingly, name/title of the connection was changed in favour of the Appellant who was allotted Account No. 3005032758. Accordingly, the Appellant started using electricity supply from the new connection but did not deposit the energy bills issued by the PSPCL. It was noticed at the time of taking reading of the Energy Meter on 29.08.2019 that the same was burnt. The connection of the Appellant was disconnected permanently on 10.12.2019 due to non payment of defaulting amount. The disputed Energy Meter sent to ME lab vide challan no. 158 dated 06.01.2020 was checked in M.E. Lab. and declared as burnt meter. However, DDL could not be taken. The Appellant’s Representative stated, in the Appeal and also during hearing, that no energy bill was received from PSPCL after change of name/title of the consumer till July/August, 2019. The Appellant’s representative on being asked during hearing, confirmed that the Appellant or its representative did not represent to the Respondent about non receipt of energy bills of its connection. The Appellant never challenged the accuracy of bills/Energy Meter.

The Respondent, in its defence, submitted that bills were regularly issued to the Appellant and the process of the preparation and delivery of the bills was the same as existed during 29.12.2017 (date of purchase of premise when the connection was in the name of previous consumer) to 28.08.2018 (when change in name/title of the consumer was effected) and afterwards i.e. after 28.08.2018. The Respondent also stated during hearing that all the energy bills of the Appellant’s connection were available on PSPCL web portal and SMS must have been sent at the Mobile Number 9068499008 (mentioned in A & A forms) through SAP system for making timely payments.

I find that the energy bills detailed below pertaining to the Appellant( Account No. 3005032758) were available online on the web based portal of the PSPCL:-

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr. no.** | **Bill issue date** |  **Period** | **Consumption ( Kwh)** | **Amount of bill (₹)** | **Status code** | **Remarks** |
| 1 | 25.10.2018 | 29.08.2018 to 25.10.2018 | 17,512 | 1,54,670/- | O | Not Paid |
| 2 | 22.12.2018 | 25.10.2018 to 22.12.2018 | 8,480 | 2,35,590/- | O | Not Paid  |
| 3 | 10.03.2019 | 22.12.2018 to 10.03.2019 | 1,065 | 2,57,726/- | N | Not Paid  |
| 4 | 26.04.2019 | 22.12.2018 to 26.04.2019 | 20,282 | 4,34,460/- | O | Not Paid  |
| 5 | 27.06.2019 | 26.04.2019to 27.06.2019 | 1,314 | 4,61,620/- | P | Not Paid  |
| 6 | 29.08.2019 | 28.06.2019 to 29.08.2019 | 1,124 | 6,26,520/- | R | Not Paid  |
| 7 | 20.10.2019 | 29.08.2019 to 20.10.2019 | 15,700 | 7,97,270/- | R | Not Paid  |

In view of the above, the contention of the Appellant that the aforesaid bills were not deposited as the same were not received is incorrect. The Appellant is a well educated NRS category consumer doing business. He should have taken up the matter about non receipt of energy bills with the distribution licensee orally and in writing immediately after one or two months of change in name effected during 08/2018. A perusal of the written reply of the Respondent revealed that the Appellant had another connection, bearing Account No. 3005198561, in its own name, adjacent to the premise where the disputed connection was installed and had paid the electricity bills issued during the same period.

1. The Appellant’s Representative next contested the contention of the Respondent that the bills were being regularly issued to the Appellant. Had this been true, the disputed connection should have been disconnected in 11/2018 (one month after the issuance of first bill for the period 29.08.2018 to 25.10.2018) and the Appellant would have challenged the aforesaid bill and the present dispute could have been avoided. Availability of energy bills issued to the Appellant on the website of PSPCL clearly shows that bills were issued regularly but were not paid by him due to the reasons best known to him. Further as per decision of the forum at page no. 11 in case no. CGP-04 of 2020, the Appellant had agreed that he seldom visited the plant and the bills might have been handed over to the Chowkidar/Labourer employed by him and the same were not handed over to him. It is evident that the Appellant had willfully not made the payments against the energy bills leading to the accumulation of the bills which ultimately led to permanent disconnection. There is no justification for revising the bills which were never challenged. However, the Appellant shall be suitably compensated for burnt meter as per Supply Code-2014.

I find that the Respondent, on being asked during hearing, stated that though PDCO was generated for permanent disconnection of the disputed connection, the same was not disconnected due to staff shortage and other constraints.

I am of the view that the Respondent failed to discharge its obligation as per its own instructions. Had it been vigilant and taken appropriate action for disconnection of the connection at the appropriate time, the present dispute would not have arisen.

1. The Respondent, in its written reply, stated that at the time of

taking meter reading on 29.08.2019, it was noticed that the Energy Meter installed at the premise of the Appellant had got burnt. Thereafter, the burnt Energy Meter was replaced by new Energy Meter on 27.11.2019. The burnt Energy Meter was got checked on 06.01.2020 in M. E. Lab which confirmed that the removed Energy Meter had got burnt. DDL of the burnt Energy Meter was not taken in M.E. Lab. The Respondent added that the disputed Energy Meter got burnt due to high consumption.

I observe that the Respondent did not investigate the reasons for burning of the disputed Energy Meter and also did not communicate the same to the Appellant as required under the provisions of Regulation 21.4 of Supply Code-2014 which reads as under:

**21.4 Defective/ Dead Stop/Burnt/Stolen Meters**

*“21.4.1 In case a consumer’s meter becomes defective/dead stop or gets burnt, a new tested meter shall be installed within the time period prescribed in Standards of Performance on receipt of complaint [or detection by the distribution licensee]. If the meter is burnt due to reasons attributable to the consumer, the distribution licensee shall debit the cost of the meter to the consumer who shall also be informed about his liability to bear the cost. In such cases the investigation report regarding reasons for damage to the meter must be supplied to the consumer within 30 days. However, supply of electricity to the premises shall be immediately restored even if direct supply is to be resorted to, till such time another tested meter is installed.”*

1. The Respondent pointed out in its written reply and also during the hearing that the disputed connection at the premise (Account No. 3005032758) was disconnected due to defaulting amount and the Energy Meter was dismantled and compliance was made on 10.12.2019 with final reading of 266 units. As per LCR Nos. 39/209 dated 15.01.2020 and 81/311 dated 20.01.2020, the connection of the Appellant was checked and it was found that the consumer was having an office and a premix plant running in the premise. The load of the office to the extent of 12.180 kW was running unauthorised from the adjacent connection bearing Account No. 3005198561 whereas, the load of the premix plant (26.11 kW) was found running from 62.5 kVA Generator Set lying in the premise.

I observe that the Respondent was expected to take due cognisance of unauthorised use of electricity (UUE) by the Appellant from the account no. 3005198561 and act according to the Law/regulations but the material available on record did not provide any evidence to this effect. It was also found that DG set was being used to run the load without any approval of PSPCL/CEI (Govt. of Punjab) as required under Instruction No. 121 of ESIM. The connection bearing account no. 3005032758 was lying disconnected at the time of checking due to non payment of energy bills.

1. The consumption details of the Appellant’s connection from the date, the Appellant started using electricity after change of name/title of the connection (28.08.2018) are as under:

|  |  |  |
| --- | --- | --- |
| **Reading Dates** |  **Readings** |  |
| Old | New | Old | New | Consumption | Days | Status |
| 28.08.2018 | 28.08.2018 | 1,161,00 | 1,161,00 | 0 | 0 | O |
| 29.08.2018 | 25.10.2018 | 1,161,00 | 18,673,00 | 17512 | 57 | O |
| 25.10.2018 | 22.12.2018 | 18,673,00 | 27,153,00 | 8480 | 58 | O |
| 22.12.2018 | 10.03.2019 | 27,153,00 | 28,218.00 | 1065 | 78 | N |
| 10.03.2019 | 26.04.2019 | 28,218,00 | 47,435,00 | 19217 | 47 | O |
| 26.04.2019 | 27.06.2019 | 47,435,00 | 48,749,00 | 1314 | 62 | P |
| 27.06.2019 | 28.06.2019 | 48,749,00 | 63,753,00 | 15004 | 1 | O |
| 28.06.2019 | 29.08.2019 | 63,753,00 | 64,877,00 | 1124 | 62 | R |
| 29.08.2019 | 20.10.2019 | 64,877,00 | 80,577,00 | 15700 | 52 | R |
| 20.10.2019 | 26.11.2019 | 80,577,00 | 85,987,00 | 5410 | 37 | R |
| 26.11.2019 | 27.11.2019 | 85,987,00 | 5.00 |  | 1 | C |
| 27.11.2019 | 09.12.2019 | 5.00 | 266.00 | 261 | 12 | O |

1. The Respondent submitted that the Appellant’s case was that

of burnt Energy Meter and was dealt with in accordance with the provisions of Regulation 21.5.2 (a) of Supply Code-2014 as average of previous year’s consumption, was taken by the SAP system and the same was also mentioned by the Forum in its decision.

In this connection, it is worthwhile to peruse the provisions of Regulation 21.5.2 of SupplyCode-2014 reproduced below:

*“21.5.2 Defective (other than inaccurate)/ Dead Stop /Burnt/ Stolen Meters*

*The accounts of a consumer shall be overhauled/billed for the period meter remained defective/dead stop subject to maximum period of six months. In case of burnt/stolen meter, where supply has been made direct, the account shall be overhauled for the period of direct supply subject to maximum period of six month. The procedure for overhauling the account of the consumer shall be as under:*

1. *On the basis of energy consumption of corresponding period*

*of previous year.*

1. *In case the consumption of corresponding period of the previous year as referred in para (a) above is not available, the average monthly consumption of previous six (6) months during which the meter was functional, shall be adopted for overhauling of accounts.*
2. *If either the consumption of corresponding period of previous year (para-a) nor for the last six months (para-b) is available then average of the consumption for the period the meter worked correctly during the last 6 months shall be taken for overhauling the account of the consumer.*
3. *Where the consumption for the previous months/period as referred in para (a) to para (c) is not available, the consumer shall be tentatively billed on the basis of consumption assessed as per para-4 of Annexure-8 and subsequently adjusted on the basis of actual consumption recorded in the corresponding period of the succeeding year.*
4. *The energy consumption determined as per para (a) to (d) above shall be adjusted for the change of load/demand, if any, during the period of overhauling of accounts.”*

From the above analysis, it proves beyond doubt that the Appellant failed to deposit the energy bills of its connection bearing account no. 3005032758 from 29.08.2018 onwards till 29.08.2019 when the Energy Meter installed at its premise was found to have been burnt at the time of taking its readings. All the energy bills relating to this period were and are available on the PSPCL portal. The Appellant also did not enquire about non issuance of energy bills from the concerned office of the PSPCL and also did not make any representation in writing to the PSPCL in this regard. The Appellant also did not bother to take cognisance of SMS sent at its registered mobile number through SAP system. Besides, the Appellant did not contest or challenge the working of the Energy Meter installed at its premise.

 The forum had decided the case as accumulation of consumption whereas the meter was found burnt as per ME lab report. Further, this meter was found burnt at the time of recording reading on 29.08.2019 and was replaced on 27.11.2019 after a delay of about three months which is a violation of Minimum Standards of Performance mentioned in Annexure 5 of Supply Code-2014.

 The energy meter was found burnt at the time of recording the reading on 29.08.2019 and ME lab also declared this meter as burnt as per challan no. 158 dated 06.01.2020. The meter was replaced on 27.11.2019. The account of the Appellant is required to be overhauled for maximum period of six months prior to replacement of energy meter on 27.11.2019 as per provisions of Regulation 21.5.2 of Supply Code-2014. Since the energy consumption of corresponding six months of previous year is not available because change of name was effected on 29.08.2018, the account for six months prior to 27.11.2019 be overhauled as per Regulation 21.5.2 (b) of Supply Code-2014. After overhauling of account, the Appellant will have to pay all electricity bills relating to the period from

the date of Change in name during 08/2018 to permanent disconnection on 10.12.2019 alongwith surcharge/ interest.

**7.** **Decision**

As a sequel of above discussions, the order dated 16.03.2020 of the CGRF, Patiala in Case No. CGP-04 of 2020 is set-aside. It is held that the account no. 3005032758 of the Appellant shall be overhauled for six months prior to 27.11.2019 (date of replacement of burnt Energy Meter) as per Regulation 21.5.2 (b) of Supply Code-2014. After overhauling of the account, the Appellant will have to make payment of all electricity bills from the date of change in name during 08/2018 to the date of permanent disconnection on 10.12.2019 alongwith surcharge/interest. Accordingly, the Respondent is directed to recalculate the demand and recover/refund the amount found excess/short after adjustment, if any, with surcharge/interest.

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

**9**. 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)

 July 07, 2020 Lokpal (Ombudsman)

 SAS Nagar (Mohali) Electricity, Punjab.