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

**ELECTRICITY, PUNJAB,**

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

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

 **APPEAL NO. 04/2020**

**Date of Registration : 21.01.2020**

**Date of Hearing : 11.03.2020**

**Date of Order : 16 .03.2020**

**Before:**

**Er. Gurinder Jit Singh,**

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

**In the Matter of :**

Kavita Goel

Dashmesh Puri,

Main Noorwala Road,

Ludhiana.

...Appellant

 versus

Addl. Superintending Engineer,

DS Sunder Nagar Division(Special)

PSPCL, Ludhiana.

 ...Respondent

**Present For:**

Appellant : Sh. Sukhminder Singh

 Appellant’s Representative (AR)

Respondent : Er. B.S. Sidhu,

Addl. Superintending Engineer, DS Sunder Nagar Division (Special),

PSPCL, Ludhiana.

 Before me for consideration is an Appeal preferred by the Appellant against the order dated 29.11.2019 of the Consumer Grievances Redressed Forum (Forum), Ludhiana in Case No. CGL-283 of 2019, deciding that:

*“The defaulting amount pertaining to the previous owner is payable by the Petitioner, however, the defaulting amount of* ₹ *6,41,523/- be revised up to the date of disconnection of connection i.e. 04.09.2016 and revised notice for payment be sent to the Petitioner accordingly after pre-audit.”*

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

The present Appeal was received in this office on 21.01.2020 i.e. after more than one month of receipt of decision dated 29.11.2019 by the Appellant who submitted an application giving reasons for condonation of delay in filing the Appeal. The Appellant had deposited a sum of ₹ 2,56,620/- (₹1,28,310/- each on 21.10.2019 and 20.01.2020) which was more than the requisite 40% of the disputed amount (₹6,41,523/-) for filing the Appeal. Accordingly, the Appeal was registered and copy of the same was sent to the Addl. S.E., DS Sunder Nagar Division (Special), Ludhiana, for furnishing reply/parawise comments with a copy to CGRF, Ludhiana under intimation to the Appellant vide Memo No. 50-52/OEP/A-04/2020 dated 22.01.2020.

**3.** **Proceedings**

A hearing to adjudicate the present dispute was held in this Court on 11.03.2020 and was attended by the representatives of both the sides. At the beginning of proceedings, the Appellant’s Representative submitted a Rejoinder which was taken on record and a copy of the same was given to the Respondent for perusal. Copies of proceedings were sent to the Appellant as well as the Respondent vide Memo No. 246-247/OEP/A-04/2020 dated 11.03.2020.

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

During the course of hearing on 11.03.2020, the issue of condonation of delay in filing the Appeal was first taken up. The Appellant’s Representative submitted that the order dated 29.11.2019 of the Forum was dispatched vide Memo No. 4132-33/CGL-283/2019 dated 03.12.2019. In response to the above decision, the Demand Notice was issued very late by the AEE/Commercial, vide Memo No. 152 dated 07.01.2020, requesting the Appellant to deposit the entire amount of ₹ 6,41,523/-. This demand was not in accordance with the decision of the Forum. The Appellant had, however, deposited ₹1, 28,310/- at the time of filing the Appeal in the Forum and also ₹ 1, 28,310/- (20% of disputed amount) for registration of the present Appeal in this Court. The Appellant’s Representative stated that the delay in filing the present Appeal was due to late issuance of Demand Notice by the Respondent and was not intentional & may be condoned in the interest of justice.

The Respondent did not object in its written reply or during hearing to the request of the Appellant for condonation of the delay in filing the Appeal.

In this connection, I have gone through Regulation **3.18 (ii)** of the 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 of the date of receipt of order of the Forum.*

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

I observe that the Appellant had given reasons for not filing the Appeal within the stipulated period as required under the Regulations. I also observe that non condonation of delay would deprive the Appellant of the opportunity, required to be afforded, to seek remedy and would also not meet the ends of ultimate justice. With this in view, the delay in filing the Appeal in this Court is condoned and the Appellant is afforded an opportunity to present the appeal 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, in its Appeal received in this Court on 21.01.2020, submitted the following for consideration of this Court:

1. The Appellant (Smt. Kavita Goel) purchased an industrial

plot of 605 square yards in the Dasmesh Puri Area, Noorwala Road (village Kakowal) from Sh. Rajan Arora S/o Sh. Mathura Das and deal of sale was finalized on 12.05.2016.

1. The Appellant desired to have new Industrial Connection

under MS Category at this industrial plot. Therefore, AEE/Commercial, Sunder Nagar DS Division (Special), Ludhiana was requested vide letter dated 30.08.2019 to intimate the total amount/charges [security (consumption), service connection charges and any other charges/amount] required to be deposited for release of 60 kW MS Category connection.

1. The AEE/Commercial, Sunder Nagar DS Division (Special),

vide Memo No. 5866 dated 03.09.2019 intimated that an amount of ₹ 6,41,523/- was outstanding against Account No. 3002806584 in the name of Sh. Rajan Arora. This amount was demanded without reference to any rule/regulation of Supply Code or Electricity Act-2003. It was also mentioned that till the deposit of amount of ₹ 6,41,523/-, no electricity connection could be released at the above mentioned site.

1. The Appellant was a bonafide purchaser of industrial plot and

wanted to obtain electricity connection from PSPCL but huge amount had been demanded which related to previous owner of this plot. As such, a Case was filed in the Forum who, provided marginal relief to the Appellant in the disputed amount and decided that the defaulting amount pertaining to the previous owner was payable by the Appellant. However, the defaulting amount of ₹ 6,41,523/- was revised up to the date of disconnection of connection i.e. 04.09.2016 and revised notice for payment was to be sent to the Appellant accordingly after pre-audit.

1. AEE/Commercial, vide Notice bearing Memo No. 152 dated

07.01.2020, asked the Appellant to deposit the entire amount of ₹ 6,41,523/- whereas the defaulting amount up to the date of disconnection of connection i.e. 04.09.2016 was ₹5,36,070/-.The Security (consumption)/Security (Meter) (alongwith applicable interest ) of ₹ 1,00,000/- approximately had also not been adjusted.

1. The decision of the Forum was wrong and biased. The

Appellant was not satisfied with the decision. Therefore, the present Appeal was filed.

(vii) At the time of purchase of property on 12.05.2016 by the Appellant from Sh. Rajan Arora, there was no intimation with the Revenue Authority (SDM/Tehsildar) regarding the amount to be paid by the electricity consumer (Sh. Rajan Arora) to the PSPCL as required in Instruction No. 92.3 of ESIM (updated on 13.10.2017).

1. Had the concerned office disconnected the Supply as per

rules of PSPCL and followed instruction No. 92.3 of ESIM and informed the SDM/Tehsildar, then the Appellant would have been aware of defaulting amount due to PSPCL and sale deal would have been possible only after clearance of outstanding amount in the books of PSPCL by the previous owner. Now, the concerned office could not demand any amount relating to previous owner from the Appellant. As such, the demand so raised was liable to be quashed being illegal.

1. It was also worth mentioning that NRS category connection,

bearing A/c No. 3002806584 in the name of Sh. Rajan Arora, was only for sanctioned load of 13 kW. The defaulting amount outstanding against this connection had been intimated as ₹ 6,41,523/- (along with surcharge/interest), which mean that the consumer, Sh. Rajan Arora had not paid the electricity bills for very long time and it appeared that connection of the consumer was not disconnected due to non-payment of dues. However, as per provisions contained in Instruction No.91 of ESIM, it was the duty of concerned office/official to disconnect the supply of the defaulting consumer against non-payment of bill and file recovery suit as provided in Instruction No. 92 of ESIM. But, from the extent of outstanding amount, it appeared that connection of the consumer, bearing A/c No.3002806584, was not disconnected for years together and defaulting amount was allowed to be accumulated. Further, it was also not clear as to why, recovery suit was not filed in the Civil Court to recover the outstanding amount. It was not fair to penalize the Appellant Smt. Kavita Goel despite the fact that instructions of PSPCL were clear on the subject.

1. After coming into force of Electricity Act - 2003 and

Supply Code 2007 (revised w.e.f. 1.1.2015), every penal action on the consumer should be supported by rules/regulations. The Chief Engineer Commercial, PSPCL, vide CC No. 53/2013 and CC No.59/2014, issued instructions (on the basis of order dated 26.9.2013 passed by Hon’ble Punjab & Haryana High Court, in CWP10644 of 2010) that while initiating proceedings against any consumer, the Competent Authority of PSPCL must quote the relevant regulations of the Supply Code or any other regulations framed by the Competent Authority under the EA-2003. These instructions had been reiterated vide CC No.30/2015 dated 5.8.2015 for strict compliance as PSERC had taken very serious view of non-compliance of these instructions.

The defaulting amount demanded from the Appellant for obtaining new connection, was without reference to any rule/regulation of Supply Code or EA-2003. As such, it was liable to be quashed.

1. The AEE/Commercial had not intimated the breakup of the

amount while issuing Notice bearing Memo No.5866 dated 03.09.2019 for deposit of ₹6,41,523/- outstanding against A/c No.3002806584 in the name of Sh. Rajan Arora. Although, the Appellant was not liable to pay the defaulting amount of any other account but to find out more lapses on the part of concerned office, it was necessary to have monthwise detail of defaulting amount of A/C No. 3002806584 from the year 2014 onwards. The Appellant will be able to apprise this Court about the violations of rules of PSPCL, if monthwise details of billing, payment, outstanding amount and disconnection of supply was provided by the Respondent. It was also required to be seen, how such a huge amount had accumulated in the case of NRS category connection of only 13 kW and who was responsible for accumulation of amount to such an extent.

1. The Forum referred to Regulation 30.12 of Supply Code-

2014 while deciding the case against the Appellant. However, the Forum misinterpreted the Regulation 30.12. Actually, it was the duty of seller/owner of property (before sale) and Distribution licensee to arrange special reading 15 days in advance and deliver the final bill, including all arrears till the date of billing. However, the Forum observed that it was the duty of purchaser to get the final bill issued in such case at the time of purchase by giving notice in writing. The Forum also mentioned that purchaser was required to take original copies of last few electricity bills and their payment receipts from the seller to ensure the clearance of past dues and for future record. However, this observation of the Forum was also not supported by any regulation/instruction.

1. Instruction No.92.3 of ESIM also provided that:

 “*in case it is noticed that the Sub divisional Officers/ Officials have not taken due care in informing the revenue authorities, then in that case, if recovery is not possible due to sale/purchase of the premises/ property, the said amount would be recoverable from the officer/official responsible for not intimating to the revenue authorities.”*

1. The Respondent was required to intimate as to whether

PSPCL allowed to accept payment through cheques even if cheques deposited by any consumer were dishonoured again and again.

(xv) It was brought to the notice of the Forum that as per information generated from SAP system and supplied by the Respondent, four cheques with total amount of Four lac approx. were dishonoured from 09/2015 to 01/2016. Even then, the Sunder Nagar DS Division, PSPCL accepted payment of huge amount of ₹ 4,99,000/- through cheque (to clear the entire outstanding amount as on 10.8.2016) and the cheque was dishonoured by the Bank. This was clear case of fraud and Forum might have informed PSPCL management for conducting high level enquiry to ascertain the factual position of non-disconnection of supply which resulted in accumulation of defaulting amount to such an extent in the case of NRS consumer with sanctioned load of only 13 kW. But the Forum ignored this serious issue.

1. It was necessary on the part of the Respondent office to file

recovery suit as provided in instruction No.92.4.1 & 92.4.2 of ESIM after disconnection of supply against non-payment and after adjustment of Security instead of waiting for any genuine person to purchase the property (where defaulting amount of PSPCL was outstanding) and illegally raise the demand on the applicant who purchases the property and apply for new connection.

1. The amount of ₹ 6,41,523/- as per demand raised to the

Appellant, vide Memo No.5866 dated 03.09.2019 was against the provisions of Section 56 (2) of the EA-2003, as the supply of the consumer was permanently disconnected on 04.09.2016 but the Forum did not even discuss the provisions of Section 56(2) vis-a-vis demand raised on the Appellant. Even, the defaulting amount did not relate to the Appellant.

1. From the position explained above, it was clear that the

amount raised on the Appellant was unjustified, unwarranted, and not sustainable in the eyes of law and also against the rules of PSPCL. It was therefore*,* prayed to allow the Appeal, set aside the decision of the Forum, quash the illegal demand and provide justice. Further, the Respondent may be directed to **(i)** provide the complete information/record, breakup of the defaulting amount, Security of NRS connection available with the PSPCL and outstanding amount as on 04.09.2016, so that more facts about the disputed case could be brought to the notice of this Court.

1. **Submissions during Hearing**

During the Course of hearing dated 11.03.2020, the Appellant’s Representative submitted a rejoinder to the written reply and reiterated the submission’s made in reply and prayed to allow the Appeal.

1. **Submissions of the Respondent**
2. **Submissions in the written Reply to the Appeal**

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

1. An electric connection, bearing account No.3002806584 with the sanctioned load of 13 kW under NRS category was installed in the name of Sh. Rajan Arora at its premise Industrial Plot of 605 sq. yards which was purchased by the Appellant on 12.05.2016. The said connection was permanently disconnected on 04.09.2016 due to non- payment of the electricity bills.
2. The Appellant after purchase of the said plot applied for

MS category connection with load of 60 kW. The release of the said connection was refused by PSPCL as electricity dues/arrears of ₹ 6,41,523/- were outstanding against the account of previous consumer.

(iii) The husband of the Appellant (Sh. Kuldeep Chand Goyal) was given General Power of Attorney by the seller (Sh. Rajan Arora) on 11.04.2016 by way of registered General Power of Attorney and before formal purchase of the property on 12.05.2016 by way of Sale Deed. Both the Appellant and her husband were aware of this fact that there was a bank loan outstanding against the property and the seller was unable to return the amount of other creditors also, so, they could not take advantage of the provisions of Instruction Numbers 92.3, 92.4.1 and 92.4.2 of ESIM as they were aware of this fact that huge amount was outstanding. Even they deposited some cheques which were bounced later on. In this case, the provisions contained in Regulation 30.12 and 30.15 of Supply Code-2014 were relevant and amount outstanding against previous owner was recoverable from the purchaser.

The aforesaid regulations of Supply Code clearly provided that the purchaser was required to get the final bill issued at the time of purchase by giving notice in writing. In this case, the husband of the purchaser had the General Power of Attorney of the seller and was fully aware of all the dues. Even, he was aware of the outstanding bank loans and the amount of the other creditors which was clearly evident from the Sale Deed itself. Even after getting the sale deed executed and registered on 12.05.2016, the Appellant used the electricity and no payment was made during that period also. This clearly showed that the Appellant herself was at fault and could not take shelter of provisions of Instruction Numbers 92.3, 92.4.1. and 92.4.2 of ESIM.

(iv)Sh. Kuldeep Chand Goyal, husband of the Appellant had an Industrial unit running in the premise in question and had taken a loan from Bank of Baroda on the said property and the purchaser had taken the responsibility to pay the said loan. It was further stated by the husband of the Appellant himself in the Sale Deed that the unit of the seller was running in losses and the seller was unable to return the bank loan and amount of other creditors and for this reason, the property was sold.

(v) The other creditors included the Punjab State Power Corporation Limited and husband of the Appellant was fully aware of this fact as before execution of the Sale Deed, he was given the General Power of Attorney and was managing the property by virtue of the said General Power of Attorney dated 11.04.2016.

(vi) The provisions of Section 56(2) of the Electricity Act 2003 referred to in the Appeal were not applicable in this case. The Appellant was duty bound to deposit the outstanding amount in this case.

(vii) Sh. Rajan Arora (previous owner/consumer) was using the NRS category connection and as per chronology of its account, an amount of ₹6,41,523/- was outstanding against Account No.3002806584. The consumer (Sh. Rajan Arora) had deposited cheques worth ₹ 50,000/- on 09.09.2015; ₹ 1,00,000/- on 16.09.2015; ₹ 68,000/- on 24.09.2015; ₹ 1,60,000/- on 30.01.2016 and ₹ 4,99,000/- on 10.08.2016. All these cheques were returned by the bank as dishonoured.Since the consumer had been depositing the amount by cheques which were later on dishonoured and for this reason, the amount piled up and the connection could not be disconnected earlier. The amount of ₹ 4,99,000/- was, in fact, deposited by the Appellant through cheque as at that time, her husband (Sh. Kuldeep Chand Goel) was having the General Attorney of Sh. Rajan Arora (previous owner) and the said cheque was also dishonoured. The Appellant herself was at fault in this case and she could not take shelter of Instruction Numbers 91 and 92 of ESIM as contended in the Appeal.

(viii) The Appellant herself was at fault. She was fully aware of the arrears. In fact, she had also used electricity supply for some time even before purchase of the plot, deposited the cheques which were returned as unpaid and for this reason, the energy dues piled up. Regulation 30.12 and 30.15 of Supply Code-2014 were applicable in this case.

(ix) It was incorrect on the part of the Appellant to state that AEE/Commercial had not intimated the break up of the amount while issuing the Notice dated 03.09.2019. The chronology was also provided. Even otherwise, the Appellant and her husband both were aware of the outstanding amount because before the purchase of the property, they were given the General Power of Attorney by the seller and even used the said connection.

(x) The Forum had not ignored any fact in this case. In fact, the Forum had considered all the facts and had passed a well-reasoned and speaking order. All the pleadings, evidence and submissions made by both the parties were taken into consideration by the Forum while passing the detailed order.

(xi) It was, therefore, prayed that the Appeal filed by the Appellant may be dismissed with costs.

1. **Submissions during Hearing**

During the course of hearing, the Addl. S.E., DS Sunder Nagar Division (Special) Ludhiana reiterated the submissions made in its written reply and contested the averments made in the Rejoinder by the Appellant’s Representative. The Respondent also referred to its undated letter in reply to this office Memo No. 208/OEP/A-04/2020 dated 03.03.2020, stating as under:

*“It is here requested that the consumer case file of Contract account No. 3002806584 is not traceable in office record because it is very old. It is requested that the security amount deposited by consumer at the time of taking electricity connection will be adjusted if consumer case is traced or when the consumer show his old security receipt in the office.*

 *According to the decision of the respected CGRF, Ludhiana the defaulting amount pertaining to the previous owner is payable by the Appellant, however, the defaulting amount of ₹ 6,41,523/- be revised upto the date of disconnection i.e. 04.09.2016 and revised Notice for payment be sent to the Appellant accordingly after pre-audit. So, according to the CGRF’s order the consumer’s connection is already closed on 04.09.2016 on Reading 50194 kWh with ‘O’ Code billing. After that date, only interest/surcharge amount is added on pending bill amount.”*

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

The issue requiring adjudication is the legitimacy of the prayer of the Appellant for release of MS Category connection at the premise purchased from the previous owner against whom electricity dues of NRS Category connection bearing Account No. 3002806584 (disconnected on 04.09.2016) were outstanding.

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

1. The present dispute arose after the refusal of the request of the Appellant, by the Respondent, for release of Medium Supply category connection (Industrial) with load of 60 kW. This was due to the reason that the premise (605 sq. Yards plot), on which, the said connection was requested to be released, was earlier owned by Sh. Rajan Arora who sold the same to the Appellant (Smt. Kavita Goel) on 12.05.2016 without payment of outstanding electricity dues of the NRS Category connection running in his (Sh. Rajan Arora’s) name, bearing Account Number 30028065684 which was permanently disconnected vide DCO dated 29.10.2015 effected on 04.09.2016. The aforesaid plot (on which, new connection was applied for by the Appellant), was purchased by Appellant (Smt. Kavita Goel) through General Power of Attorney given by previous owner (Sh. Rajan Arora) in favour of Sh. Kuldeep Chand Goel (husband of the Appellant). Prior to disconnection of the NRS Category connection running in the name of Sh. Rajan Arora (previous owner of the premise purchased by the Appellant), Sh. Rajan Arora had deposited the following cheques, on account of payment of energy bills, with the PSPCL which were bounced and received back dishonoured from the bank concerned:

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Date** | **Amount in ₹** |
| 1 | 09.09.2015 | 50,000/- |
| 2 | 16.09.2015 | 1,00,000/- |
| 3 | 24.09.2015 | 68,000/- |
| 4 | 30.01.2016 | 1,60,000/- |
| 5 | 10.08.2016 | 4,99,000/- |

After disconnection of the connection due to defaulting amount in the name of Sh. Rajan Arora, the Energy Meter installed at the disputed premise was removed and returned on 21.01.2017 to the M.E. Lab which, after checking, reported that accuracy of the removed Energy Meter was within permissible limits and final reading was 50,194 kWh and 61,242 kVAh.

The Appellant was aggrieved with the refusal of its request for release of 60 kW MS Category connection at premise/plot (purchased from previous user and consumer, Sh. Rajan Arora) by the Respondent on the plea of pendency of electricity dues amounting to ₹ 6,41,523/- as per SAP chronology in respect of Account No. 3002806584 of Sh. Rajan Arora. As such, the Appellant filed a Case in the office of the CGRF, Ludhiana who decided on 29.11.2019 that the defaulting amount pertaining to previous owner was payable by the Appellant. The Forum, however, held that the defaulting amount of ₹ 6,41,523/- (raised by the Respondent) be revised upto the date of disconnection i.e. 04.09.2016 and revised notice, after pre-audit, be sent to the Appellant for payment.

1. There is merit in the contention of the Respondent that the

Forum rightly decided that the defaulting amount of energy dues of the previous owner of the premise at which, electricity connection was installed would be paid by the purchaser desiring to have new electricity connection in terms of Regulation 30.12 and 30.15 of Supply Code -2014.

I fully agree with the decision of Forum that the defaulting amount pertaining to the previous owner is payable by the present consumer as per provision contained in Regulations 30.12. & 30.15 of Supply Code-2014, reproduced as under:

**30.12: Change of occupancy**

*“ It shall be the responsibility of the owner/occupant of a premises to get a special reading done by the distribution licensee at the time of change of occupancy or on the premises falling vacant. The owner or occupier may request the distribution licensee in writing for a special reading at least 15 days in advance of such a change. The distribution licensee shall arrange a special reading and deliver the final bill, including all arrears till the date of billing, within 7 days of the meter reading. The final bill shall also include payment for the period between the date of special reading and the proposed vacation of the premise on a pro rata basis”.*

**30.15:**

*“In case of transfer of property by sale/inheritance, the purchaser/heir shall be liable to pay all the charges due with respect to such property and found subsequently recoverable from the consumer.”*

1. Further, Sh. Kuldeep Chand Goel (Husband of the Appellant)

holder of General Power of Attorney on behalf of seller of plot has certified in the Registry that there was no liability in regard to the plot. Therefore, the Appellant knowing all the facts, is fully responsible for outstanding amount of PSPCL against the disputed property. The Appellant has also used electricity from the connection, bearing A/c No. 3002806584 after getting registry in her name on 12.05.2016 till disconnection and no payment has been made by the Appellant for consumption of electricity during this period. This is also part of outstanding amount against the A/c No. 3002806584.

During the course of hearing, the Respondent submitted that receipt/evidence of security deposited by the defaulting consumer (Sh. Rajan Arora) at the time of taking the NRS connection was neither available with the consumer nor with the Respondent for adjustment before issuing revised Notice.

 I observe that non availability of the consumer’s Case file and record pertaining to deposit of Security in the office

of the Respondent is a serious lapse. Disciplinary action may be initiated against delinquent officers/officials for this lapse.

1. The Appellant, in its present Appeal, pointed out lapses on

the part of the Respondent-PSPCL who failed to disconnect the connection running in the name of Sh. Rajan Arora due to non payment of electricity bills in terms of provisions contained in Regulation 32.1 of Supply Code-2014. The Appellant stated that the Respondent was also responsible for not filing a recovery suit for recovery of the defaulting electricity dues from Sh. Rajan Arora (previous consumer) as required in Instruction No.92 of ESIM 2018.

I observe that the Respondent defaulted not only in filing a Civil Suit for recovery of its legitimate dues from the consumer (Sh. Rajan Arora) but also in taking appropriate remedies on bouncing of cheques deposited for payment of bills by the consumer. Had the Respondent discharged its duties sincerely with responsibility, the dispute could have been avoided.

7. **Decision**

**As a sequel of the above discussions, the order dated 29.11.2019 of the CGRF, Ludhiana, in Case No. CGL-283 of 2019, is upheld.**

**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)

March 16, 2020 Lokpal (Ombudsman)

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