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

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

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

 **APPEAL NO. 56/2020**

**Date of Registration : 03.12.2020**

**Date of Hearing : 16.12.2020**

**Date of Order : 21.12.2020**

**Before:**

 **Er. Gurinder Jit Singh,**

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

**In the Matter of:**

M/s. B.R. Steel Industries,

# 25-26 D, Industrial Focal Point,

Mandi Gobindgarh.

**Contract Account Number K21GB1161496**  ...Appellant

Versus

Sr. Executive Engineer,

DS Division (Special),

PSPCL, Mandi Gobindgarh.

 ...Respondent

**Present For:**

Appellant : 1. Sh. R.S. Dhiman,

 Appellant’s Representative.

 2. Sh. Ishwar C. Garg, Advocate,

 Appellant’s Counsel.

Respondent : Er. J.S. Tiwana,

 Sr. Executive Engineer,

 DS Division (Special),

 PSPCL, Mandi Gobindgarh.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 11.11.2020 of the Consumer Grievances Redressal Forum (Forum), Patiala in Case No. CGP-84 of 2020, deciding that:

*“The interest on the net refundable ACD amount after adjusting all dues are payable to the petitioner after 30 days of the date of affecting the PDCO. The balance amount was refunded to the petitioner in July 2018 thus interest for the period March 2012 to July 2018 is payable to the petitioner as per Supply Code clause 17.1.”*

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

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 03.12.2020 i.e. within one month of receipt of the decision dated 11.11.2020 of the CGRF, Patiala in Case No. CGP-84 of 2020. The Appeal is relating to the payment of interest on refundable amount of ACD/Security (Consumption) and Security (Meter). As such, no amount was required to be deposited by the Appellant for filing the Appeal in this Court. Therefore, the Appeal was registered and copy of the same was sent to the Sr. Executive Engineer/ DS Division (Special), PSPCL, Mandi Gobindgarh for sending written reply/parawise comments with a copy to the office of the CGRF, Patiala for sending the Case File under intimation to the Appellant vide letters bearing nos. 1161-1163/OEP/A-56/2020 dated 03.12.2020.

**3.** **Proceedings**

With a view to adjudicate the dispute, a hearing was fixed in this Court on 16.12.2020 at 11.30 AM and an intimation to this effect was sent to both the parties vide letter nos. 1197-98/OEP/A-56/2020 dated 10.12.2020. As scheduled, the hearing was held in this Court, on the said date and time. Arguments of both sides were heard and the order was reserved. Copies of the minutes of the proceedings were sent to the Appellant and the Respondent vide letters bearing nos.1218-19/OEP/A-56/2020 dated 16.12.2020.

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

Before undertaking analysis of the case, it is necessary to go through written submissions made by the Appellant and reply of the Respondent as well as oral submissions made by the representatives of the Appellant as well as the Respondent alongwith material brought on record by the both parties.

1. **Submissions of the Appellant**

**(a) Submissions made in the Appeal**

The Appellant made the following submissions in its Appeal for consideration of this Court:

1. The Appellant was having a Large Supply Category connection, bearing Account No. K21GB1161496.
2. The Appellant was running an Industrial Unit at 25-26 D, Industrial Focal Point, Mandi Gobindgarh under the name and style of M/s. B.R.Steel Industries which was being fed at 11 kV.
3. The Appellant got the said connection disconnected permanently sometime in February, 2012 due to failure of business. After permanent disconnection, the metering equipment was not dismantled by the Respondent for a long time despite repeated requests by the Appellant in utter violation of Supply Code Regulation 33.2.
4. As per provisions of Supply Code Regulation 33.4, the Respondent was mandated to refund Security (Consumption) and Security (Meter) within one month of the date of termination of agreement after making adjustments for the amount outstanding against the Appellant. No action was taken to refund the dues for many years despite repeated requests of the Appellant. The total deposits madeby the Appellant towards security had gone upto ₹ 9,80,520/-. At long last, a sum of ₹ 4,93,729/- was refunded by the Respondent to the Appellant vide Cheque No. 042506 dated 12.07.2018. Even this refund was given without interest thereon. After receipt of cheque for ₹ 4,93,729/- in 07/2018, the Appellant had been constantly writing to the Respondent and other authorities for refund of the balance amount but to no avail.
5. The Appellant, after having failed to get any response from the Respondent despite repeated requests, filed petition before the Forum who though ordered for payment of interest on the sum refunded from March, 2012 to July, 2018 but it did not say anything about interest payable from the date of connection to the date of termination of agreement as per Regulation 17.1 of Supply Code-2007. Further, the interest payable on the refundable amount was not in accordance with the applicable Regulations. The Appellant was not at all satisfied with the decision of the Forum and as such, the Appellant had filed the present Appeal for justice.
6. Interest on Security (Consumption) was payable to all the consumers of electricity as per Regulation 17.1 of Supply Code-2007. But, as per Appellant’s perception, no such interest was paid by the Respondent. The Respondent had paid this interest from 01.04.2011 to 06.02.2012 only. Interest on Security (Consumption) needed to be paid from the date of connection to the date of permanent disconnection. The Appellant had made its claim in its petition before the Forum also but wittingly and unwittingly, there was no mention of it in the decision of the Forum.
7. Interest on delayed payment of Security after termination of agreement was governed by Regulation 18.4 of Supply Code-2007. It was not understood as to how the Forum had ordered to make it payable in accordance with Regulation 17.1. The Appellant was not responsible in any manner for delay in refund of Security after permanent disconnection of its connection. On the other hand, the Appellant had written nearly 15 letters and made several rounds to the office of Respondent requesting for refund of its security. It was thus highly unjust to deny payment of interest on delayed refund of Security as per rules and regulations framed by the PSERC.
8. It was prayed that interest on refundable amount of Security may please be ordered to be paid in accordance with Regulation 18.4 of Supply Code, 2007. Further, interest on Security (Consumption) prior to 01.04.2011 may also be ordered to be paid in accordance with Regulation 17.1 of Supply Code (2007).

**(b) Submission during hearing**

During hearing on 16.12.2020, the Appellant’s Representatives reiterated the submissions made in the Appeal and prayed to allow the same.

1. **Submissions made by the Respondent**
2. **Submissions in written reply**

The Respondent, vide its email dated 14.12.2020, submitted the following written reply for consideration of this Court:

1. The connection of the Appellant was disconnected permanently vide PDCO No. 40/72352 dated 04.02.2012 effected on 06.02.2012.
2. The premise of the Appellant was acquired by the Bank. No one was available in the Factory inspite of repeated visits by officials of PSPCL.
3. The CT/ PT could not be dismantled from the premise of the Appellant. The Appellant brought this fact into the notice of the Respondent vide its letter dated 07.11.2017 received by the Respondent on 14.11.2017, meaning thereby the Appellant was available only after 07.11.2017. In this case, the Appellant was defaulter and its CT/ PT unit and meter could not be removed as the premises of the Appellant was acquired by the Bank and CT/PT could not be checked by MMTS. As per Regulation 33.3 of Supply Code-2014, the consumer shall pay to the Distribution Licensee all sum due under the old agreement as on the date of its termination. The Appellant had not deposited the outstanding amount against it and also did not endeavour to help dismantling the meter and its CT/ PT unit. The Appellant allowed the Respondent vide its application dated 07.11.2017 to remove CT/ PT and meter. This CT/ PT was sent to ME Lab. vide Challan No. 329 dated 27.12.2017 and meter was checked as per Challan No. 375 dated 22.03.2018. After all these formalities, the amount of security was refunded as per details given below:-

|  |  |  |
| --- | --- | --- |
| Sr. No. | Particulars | Amount (₹) |
| 1. | Total amount of security | 9,61,200-00 |
| 2. | (-) Outstanding bill | 5,43,266-00 |
| 3. | Balance  | 4,17,934-00 |
| 4. | (+) Interest from 01.04.2011 to 06.02.2012 on ₹9,61,200/- @ 10.25% | 84,214-00 |
| 5. | (-) TDS | 8,422-00 |
| 6. | Net amount refundable | 4,93,729-00 |

1. Regulation 33.4 of Supply Code-2014 clearly states that where the agreement for the supply of electricity is terminated as per provisions of Supply Code, only then the Security (consumption) and Security (meter) shall be refunded within same time frame. It has been clearly mentioned in Regulation 33.3 of Supply Code-2014 as under:-

“*That on termination of the agreement, the consumer shall pay all due under the old agreement on the date of its termination*.”

1. In this case, the Appellant never paid the dues outstanding at the time of PDCO and remained defaulter. Since the Appellant had not complied with Regulation 33.3 of Supply Code-2014 and also had not followed proper procedure to get the CT/PT checked, so, the Appellant was not entitled to get the benefit of Regulation 33.3 of Supply Code-2014. The amount of interest, which was payable, had already been paid to the Appellant. Thereafter, the Appellant had filed the case before the Forum on 19.02.2020 and as per the decision dated 11.11.2020, the Forum had given relief to the Appellant that the interest on refundable amount of ACD was payable to the Appellant from March, 2012 to July, 2018 as per Regulation 17.1 of the Supply Code-2007/2014 and not as per Regulation 17.3 of Supply Code-2014.
2. The Forum had wrongly decided the case that the interest on refundable amount was payable to the consumer from March, 2012 to July, 2018. The premises of the Appellant was acquired and sealed by the Bank due to default, so, it was not possible to check the CT/PT installed at the premises of the Appellant by MMTS Wing. The CT/PT was dismantled only after the request letter was given by the Appellant on 14.11.2017. This clearly showed that the Appellant was available only after that letter.
3. The CT/PT was sent to ME Lab. vide Challan No. 329 dated 27.12.2017. Meter was checked as per Challan No. 375 dated 22.03.2018 and as per Regulations, the Agreement between the Appellant and the Respondent can be terminated only after paying of all dues and dismantlement of meter and its equipments i.e. CT/ PT. It was the Appellant who was at fault in this case.
4. The Respondent had not delayed the refund as the agreement could be terminated only after payment of all dues and dismantlement of meter and its metering equipments.
5. It was prayed that the case of the Appellant be dismissed. The Appellant had not agreed to the decision of the Forum and had filed the present Appeal before this Court.
6. **Additional Written Submissions**

In response to directions issued vide letter no. 1210/OEP/ A-56/2020 dated 15.12.2020 calling for related information/ documents, the Respondent, vide e-mail dated 15.12.2020, stated as under:

1. Copy of PDCO is not available but PDCO No. 40/72352 dated 04.02.2012 is clearly written in the challan no. 329 dated 27.12.2017.
2. Copy of challan no. 329 dated 27.12.2017 is attached.
3. Copy of challan no. 375 dated 22.03.2018 is attached.
4. No correspondence had been made with the Bank and PSPCL for removal of meter and CT/PT from the consumer’s premises.
5. The consumer filed the appeal before this court. So, the amount of interest had not been refunded yet.

**(c) Submission during hearing**

During hearing on 16.12.2020, the Respondent reiterated the submissions made in its written reply and prayed for dismissal of the Appeal of the Appellant.

**5. Analysis and Findings**

The issue requiring adjudication is the legitimacy of the claim of the Appellant for payment of interest on Security (Consumption) and Security (Meter) from 01.01.2008 to the date of its refund as per applicable Regulations.

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

1. The Appellant’s Representative submitted that the Appellant was having a Large Supply Category connection for running an Industrial Unit at 25-26 D, Industrial Focal Point, Mandi Gobindgarh which was being fed at 11 kV. The connection of the Appellant was disconnected permanently sometime in February, 2012 due to failure of business. After permanent disconnection, the metering equipment was not dismantled by the Respondent for a long time despite repeated oral and written requests by the Appellant in violation of Regulation 33.2 of Supply Code.

As per provisions of Regulation 33.4 of Supply Code, the Respondent was mandated to refund Security (Consumption) and Security (Meter) within one month of the date of termination of agreement after making adjustments for the amount outstanding against the Appellant. The total deposits made by the Appellant towards security had gone upto ₹ 9,80,520/-. After a long time, a sum of ₹ 4,93,729/- was refunded to the Appellant vide Cheque No. 042506 dated 12.07.2018 by the Respondent. Even this refund was given without interest thereon. After receipt of cheque for ₹ 4,93,729/- in 07/2018, the Appellant had been constantly writing to the Respondent and other authorities for refund of the balance amount but to no avail. The Appellant filed a petition before the Forum who though ordered for payment of interest on the sum refunded from March, 2012 to July, 2018 but it did not say anything about interest payable from date of release of connection to date of termination of agreement as per Regulation 17.1 of Supply Code-2007. Further, the interest payable on the refundable amount was not in accordance with the applicable Regulations. Interest on Security (Consumption) was payable to all the consumers of electricity as per Regulation 17.1 of Supply Code-2007. But, as per Appellant’s perception, no such interest was paid by the Respondent who had paid this interest from 01.04.2011 to 06.02.2012 only. Interest on delayed payment of Security after termination of agreement was governed by Regulation 18.4 of Supply Code-2007. It was not understood as to how the Forum had ordered to make it payable in accordance with Regulation 17.1. The Appellant was not responsible in any manner for delay in refund of Security after permanent disconnection of its Connection. The Appellant’s Representative prayed that interest on refundable amount of Security may be paid in accordance with Regulation 18.4 of Supply Code-2007 and interest on Security (Consumption) prior to 01.04.2011 may also be ordered to be paid in accordance with Regulation 17.1 of Supply Code-2007.

1. The Respondent, in its defence, submitted that the connection of the consumer was disconnected permanently vide PDCO No. 40/72352 dated 04.02.2012 affected on 06.02.2012. The premise of the Appellant was acquired by the Bank. There was no one available in the Factory when the officials of the PSPCL visited there, hence, CT/PT could not be dismantled from the premises of the Appellant. The Appellant brought this fact into the notice of the Respondent vide its letter dated 07.11.2017 received by the Respondent on 14.11.2017, meaning thereby that the Appellant was available only after 07.11.2017. In this case, the Appellant was defaulter and its CT/PT and meter could not be removed as the premises of the Appellant was acquired by the Bank and CT/ PT could not be checked by MMTS. As per Regulation 33.3 of Supply Code-2014, the consumer was to pay to the Distribution Licensee all sums due under the old agreement as on the date of its termination. The Appellant had not deposited the outstanding amount against it and also did not endeavour to help in dismantling meter and its CT/ PT. The Appellant allowed the Respondent vide its application dated 07.11.2017 to remove CT/ PT and meter. This CT/ PT was sent to ME Lab. vide Challan No. 329 dated 27.12.2017 and meter was checked as per Challan No. 375 dated 22.03.2018. After completion of all these formalities, a sum of ₹ 4,93,729/- was paid to the Appellant vide cheque dated 12.07.2018 after deduction of pending electricity dues from total securities payable with interest thereon from 01.04.2011 to 06.02.2012 and usual deduction of TDS from net payable amount.

Regulation 33.4 of Supply Code, 2014 clearly states that where the agreement for the supply of electricity was terminated as per provisions of Supply Code, only then, the security (consumption) and security (meter) shall be refunded within same time frame.

In this case, the Appellant never paid the dues outstanding at the time of PDCO and remained defaulter. Since the Appellant had not complied with Regulation 33.3 of Supply Code, 2014 and also had not followed proper procedure to get the CT/PT checked, so, the Appellant was not entitled to get the benefit of Regulation 33.3 of Supply Code, 2014. The amount of interest, which was payable, had already been paid to the Appellant. Thereafter, the Appellant had filed the case before the Forum on 19.02.2020 and as per the decision dated 11.11.2020, the Forum had given relief to the Appellant that the interest on refundable amount of ACD was payable to the Appellant from March, 2012 to July, 2018 as per Regulation 17.1 of the Supply Code-2007/2014 and not as per Regulation 17.4 of Supply Code-2007 amended vide Regulation 17.3 of Supply Code-2014. The Forum had wrongly decided the case that the interest on refundable amount was payable to consumer from March, 2012 to July, 2018 as per Regulation 17.1 of Supply Code. The Appellant was at fault in this case. The Respondent prayed to dismiss the Appeal.

I find that in response to directions issued vide letter no. 1210/OEP/A-56/2020 dated 15.10.2020 calling for related information/ documents, the Respondent, vide e-mail dated 15.10.2020, stated that copy of PDCO was not available, But PDCO No. 40/72352 dated 04.02.2012 was clearly written in the Challan No. 329 dated 27.12.2017. The Respondent also stated that no correspondence had been made with the bank or the Appellant for removal of meter and CT/PT from the premises of the Appellant. The amount of interest on security allowed by the Forum had not been paid since the Appellant preferred the present Appeal in this Court.

1. It is observed that the connection of the Appellant was permanently disconnected due to defaulting amount vide PDCO No. 40/72352 dated 04.02.2012 effected on 06.02.2012 (stated by the Respondent to have been mentioned in Store Challan No. 329 dated 27.12.2017). The premise of the Appellant was acquired by the bank due to the loan amounts outstanding against it. The Respondent did not provide any evidence to the affect that it had made any correspondence with the bank (which had acquired the premises) to allow it to dismantle the Meter including CT/PT unit of the Appellant. The Respondent also failed to provide any documentary evidence in the form of correspondence made with the Appellant for removal of Meter and CT/PT unit from the site. The Respondent pleaded that the Appellant allowed the Respondent, vide its application dated 07.11.2017 received on 14.11.2017 to remove Meter including CT/ PT. The CT/ PT unit was sent to ME Lab. vide Challan No. 329 dated 27.12.2017 and the meter was checked as per Challan No. 375 dated 22.03.2018. After completion of the requisite formalities, securities deposited by the Appellant with PSPCL were refunded after adjusting the defaulting/pending electricity dues and allowing interest from 01.04.2011 to 06.02.2012 vide cheque no. 042506 dated 12.07.2018 for ₹ 4,93,729/-.

I find that the Respondent defaulted in complying with the provisions contained in applicable Supply Code Regulations and instructions of the licensee as it (Respondent) did not exercise necessary vigilance and prudence to keep a regular track and failed to take follow up action on the events leading to removal of metering equipment from the site, sending the same to ME Lab. for checking, adjustment of defaulting dues and release of Securities with applicable interest to the Appellant. Had the Respondent taken appropriate remedies and explored the options available, the delay in removal of meter/metering equipment from the disputed site could have been minimised. There is no denying the fact that the Appellant was a defaulter due to pendency of electricity dues and did not take appropriate precautions to clear its dues and did not help in getting meter including CT/PT removed expeditiously for release of its Security at the earliest. Thus, the plea of the Appellant’s Representative to allow interest, on Securities deposited with PSPCL, in terms of Regulation 18.4 of Supply Code-2007 is without merit and unjustified.

(iv) With a view to adjudicate the claim of the Appellant for allowing interest on Securities from 01.01.2008, it is necessary to go through previsions contained in Section 47 (4) of the Electricity Act, 2003 which reads as under:-

“*The distribution licensee shall pay interest equivalent to the bank rate or more, as may be specified by the concerned State Commission, on the security referred to in sub-section (1) and refund such security on the request of the person who gave such security.”*

1. As required under Electricity Act-2003, PSERC was formed with a view to look after and manage the electricity regulatory affairs of the State of Punjab. Subsequently, PSERC notified the Supply Code-2007 making the same applicable from 01.01.2008. The provisions contained in Regulation 17.1 to 17.3 specifies the interest to be paid on Securities.
2. Supply Code-2007 was amended and substituted by Supply Code-2014 which was made applicable from 01.01.2015. The provisions relevant to payment of interest on Securities are contained in Regulation 17.1 and 17.2 of Supply Code-2014.

(vii) From a perusal of the provisions of Section 47 of the Electricity Act, 2003, it is evident that interest on Securities got deposited from the consumers was to be allowed at the rates as specified by the State Commission and also that refund of such Security will be given to the person who gave such Security. PSERC notified the Supply Code-2007 (applicable from 01.01.2008) amended vide Supply Code-2014 (applicable from 01.01.2015) consistent with the provisions of Electricity Act-2003. The interest on ACD/Security (Consumption) & Security (Meter) was to be calculated/allowed as per Supply Code Regulations and was to be credited to the accounts of the respective consumers from 01.01.2008 onwards. In the present case, the Appellant’s connection was released on 04.08.2007.

I am, therefore, of the view that interest on Security (Consumption) and Security (Meter) deposited by the Appellant is payable from 01.01.2008 till the date of refund of these Securities in terms of provisions of Section 47 (4) of Electricity Act-2003 read with Regulation 17.1 to 17.3 of Supply Code-2007 amended vide Regulation 17.1 and 17.2 of Supply Code-2014 as applicable from time to time.

1. As per material brought on record of this Court, the Appellant, who had deposited the ACD/Security (Consumption) and Security (Meter), never requested the Licensee, for credit of interest claimed prior to 01.04.2011 in its account on the 1stApril each year. It is observed that the Appellant had not furnished even the copies of request letters, if any, written to the Respondent for credit of interest on Securities for the period prior to 01.04.2011 as claimed now till the filing of the case in the Forum.
2. It is also observed that the Appellant, being a Large Supply Category Consumer, ought to be vigilant and prompt in bringing to the notice of the Respondent the fact of non-credit of interest on Securities from 01.01.2008 onwards as per applicable regulations.
3. The Appellant, a Large Supply Category Consumer, received regularly the energy bills issued by PSPCL from time to time. In all these bills issued by the Respondent, amount of Security (Consumption) and Security (Meter) was invariably depicted. The Appellant paid these bills (except the defaulting ones) on receipt thereof but did not point out or file a claim/ representation to the Respondent about not crediting/adjusting the interest amount on the Security (Consumption) and the Security (Meter) for the disputed period. The Appellant was supposed to point out the missing/incorrect entries of Security (Consumption) and Security (Meter), if any, in the energy bills. Thus, the Appellant did not take appropriate remedy at appropriate time despite the fact that provisions for allowing interest on Security (Consumption) and Security (Meter) were made in the Supply Code-2007 (applicable from 01.01.2008 to 31.12.2014) amended vide Supply Code-2014 (effective from 01.01.2015).
4. Instead of finding lacunae in the working of the Respondent, the Appellant was expected to be vigilant, update and prompt in discharging its obligation(s). Had the Appellant exercised necessary prudence/vigilance, the dispute regarding penal interest on securities could have been avoided. The Appellant had not submitted any letters written to the Respondent prior to 11/2017 for removal of the meter and CT/PT unit although the connection was permanently disconnected on 06.02.2012. Had the Appellant taken appropriate action earlier, the case of refund of Securities would have been settled much earlier.
5. It is also observed that the Appellant willfully avoided to represent/file a claim to the Respondent for a considerably long time in the hope that it would, in the event of delay, get interest at comparatively higher rates from PSPCL than that admissible for deposits in the banking institutions. Delay on the part of the Appellant to file the representation for payment of interest on the Securities and refund of balance amount of securities should not result in additional income to it at the cost of the Respondent (PSPCL). The Appellant may have expected that in the event of success of its Petition/Appeal in the CGRF/Court of Ombudsman (Electricity), it would get interest at higher rates as per provisions of Supply Code-2007/Supply Code-2014.
6. The Respondent also defaulted in not allowing the interest on Security (Consumption) and Security (Meter) for the disputed period. The responsibility of erring officials /officers should be fixed by the PSPCL after investigation/ inquiry.

Accordingly, the claim of the Appellant for interest on refundable amount of Securities as per provisions of regulation 18.4 of Supply Code-2007 is without any valid evidence/ justification and is hereby rejected after due consideration.

1. From the above analysis, it is concluded that interest on Securities deposited by the Appellant is required to be paid from 01.01.2008 till the date of refund of Securities vide cheque no. 042506 dated 12.07.2018 as per provisions contained in Regulations 17.1 to 17.3 of Supply Code-2007 amended vide Regulations 17.1 and 17.2 of Supply Code-2014 as applicable from time to time. It is to be ensured that the outstanding electricity dues relating to this connection shall be appropriately adjusted as on 06.02.2012 (date of effecting PDCO) from the securities payable on that date including interest from 01.01.2008 to 06.02.2012 and interest on balance security as on 06.02.2012 upto 12.07.2018 is suitably allowed.

**6.** **Decision**

As a sequel of above discussions, the order dated 11.11.2020 of the CGRF, Patiala in Case No. CGP-84 of 2020 is set-aside. It is held that interest on Securities (Consumption as well as Meter) deposited by the Appellant shall be payable from 01.01.2008 to the date of refund of Securities vide cheque no. 042506 dated 12.07.2018 as per provisions contained in Regulations 17.1 to 17.3 of Supply Code-2007 amended vide Regulations 17.1 and 17.2 of Supply Code-2014 as applicable from time to time. The Respondent is directed to recalculate the interest from 01.01.2008 to 06.02.2012 on the Securities deposited, deduct the outstanding dues as on that date, thereafter allow interest on the remaining amount from 06.02.2012 to 12.07.2018, adjust the payment made vide cheque no. 042506 dated 12.07.2018 and then make payment of the difference to the Appellant.

**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.

(GURINDER JIT SINGH)

December 21, 2020 Lokpal (Ombudsman)

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