

**COURT OF THE LOK PAL (OMBUDSMAN),
ELECTRICITY, PUNJAB,
PLOT NO. A-2, INDUSTRIAL AREA, PHASE-1,
S.A.S. NAGAR (MOHALI).**

**(Constituted under Sub Section (6) of Section 42 of
Electricity Act, 2003)**

APPEAL No. 66/2021

Date of Registration : 06.09.2021

Date of Hearing : 22.09.2021

Date of Order : 24.09.2021

Before:

**Er. Gurinder Jit Singh,
Lokpal (Ombudsman), Electricity, Punjab.**

In the Matter of:

Madhani Milk Foods Pvt. Ltd.,
Village Behlan Khanpur, Tehsil Bassi Pathanan,
Distt. Fatehgarh Sahib.

Contract Account Number:K55MS550027M

...Appellant

Versus

Additional Superintending Engineer,
DS Division, PSPCL,
Sirhind.

...Respondent

Present For:

Appellant: Sh. Harpreet Singh Dhillon,
Appellant's Representative.

Respondent : Er. Surinder Singh,
Addl.SE/ DS Division,
PSPCL, Sirhind.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 06.08.2021 of the Consumer Grievances Redressal Forum (Forum), Patiala in Case No. CGP-274 of 2021, deciding that:

“In view of the above facts brought out in the petition/ revised petition and replies/statements by respondent during proceedings, forum directs the respondent to refund the MMC charged to petitioner in view of supply Code Reg.29.4. However cost of burnt CT/PT unit is recoverable from petitioner in view of Supply code Reg. 21.4.”

2. Registration of the Appeal

A scrutiny of the Appeal and related documents revealed that the Appeal was received in this Court on 06.09.2021 within thirty days of receipt of copy of decision of the Forum dated 06.08.2021 sent to the Appellant vide Memo No. 1954 dated 13.08.2021. The Appellant had already deposited the whole disputed amount. Therefore, the Appeal was registered and copy of the same was sent to the Addl. Superintending Engineer/DS Division, PSPCL, Sirhind for sending written reply/ parawise comments with a copy to the office of the CGRF, Patiala under intimation to the Appellant vide letter nos. 1248-50/OEP/A-66/2021 dated 06.09.2021.

3. Proceedings

With a view to adjudicate the dispute, a hearing was fixed in this Court on 22.09.2021 at 11.30 AM and an intimation to this effect was sent to both the parties vide letter nos. 1294-95/OEP/A-66/2021 dated 17.09.2021. As scheduled, the hearing was held on 22.09.2021 in this Court on the said date and time. Arguments were heard of both parties and order was reserved. Copies of the proceedings were sent to the Appellant and the Respondent vide letter nos. 1324-25/OEP/A-66/2021 dated 22.09.2021.

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 Appellant's Representative and the Respondent along with material brought on record by both the sides.

(A) Submissions of the Appellant

(a) Submissions made in the Appeal

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

- (i) The Appellant had filed a case in the Consumer Grievances Redressal Forum (CGRF), Patiala against the Respondent for violating the Supply Code. The Appellant had raised two issues, one regarding charging of ₹ 34,080/- for burnt meter/ CTPT and second regarding charging of ₹ 11,000/- as Monthly Minimum Charges (MMC) for the period when supply was not restored by the Respondent. The Forum registered the case and in the final order directed the Respondent to refund the MMC charged as per Supply Code 29.4 but decided that the cost of burnt meter/ CTPT unit was recoverable. The decision of the Forum was conveyed to the Appellant vide its Memo No. 1954/ CGP-274/2021, which was received by the Appellant on 16.08.2021 and as such the Appeal before this Court was filed within limitation.
- (ii) The decision of the Forum that the cost of Meter/ CTPT was recoverable, was unfair and appealed through this Appeal Case. The Forum had decided this on the basis of the statement given by the Respondent whereas the Appellant was not given any opportunity to file a rejoinder to the same as the Respondent's statement was completely false and not according to the facts. This came to the Appellant's knowledge only from the Respondent's statement in the Forum. The Respondent charged

the cost of the meter/ CTPT to the Appellant in sheer violation of the Clause 21.4.1 of the Supply Code as the Respondent could not establish and attribute the cause of damage to the meter/ CTPT to the Appellant.

- (iii) The Enforcement Team, Khanna had visited the Appellant's premises on 12.10.2017 and reported vide ECR No. 3746 that the meter was in 'Physically Good Condition' and R-phase had got burnt. It also instructed that the meter/CTPT unit should be replaced immediately. The Enforcement Team had nowhere in its report mentioned that the room where CT/PT unit was installed or the meter/ CTPT was in any way damaged or in poor condition. The report specifically mentioned that the meter was in '*Physically Good Condition*'. The Respondent also completely ignored the directions of the Enforcement Team to replace the meter/CTPT immediately. These directions were according to the Supply Code Clause 21.4.1, but the Respondent completely ignored the same.
- (iv) The Respondent vide its letter no. 2126 dated 18.10.2017 demanded ₹ 34,080/- as cost of CT/PT from the Appellant. It showed that the Respondent had already decided that the Appellant would pay for the burnt meter without inspecting the meter or waiting for the inspection report stating the reasons for

the damage to the meter. This was complete violation of the Supply Code clause 21.4.1 as reproduced below:

“.....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 within 30 days.”

The Respondent had not waited for the investigation or the report regarding the reasons for the damage to the meter/CTPT and demanded the cost without establishing the reason for the burning of the meter/CTPT. The Respondent even ignored the part of the Supply Code clause 21.4.1 which was reproduced below:

“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..... supply of electricity to the premises shall be immediately restored even if direct supply is to be restored to, till such time another tested meter is installed.”

It had not been mentioned in the Supply Code anywhere that the payment had to be deposited first. Yet the Respondent demanded the cost and had not restored the supply immediately thereby violating the Supply Code. This was a common

practice in the PSPCL to charge the consumer for every damaged meter without ascertaining the cause of damage and most consumers in ignorance of the regulations end up paying without raising a dispute.

- (v) The Respondent, in its reply to the Forum cited a report dated 08.11.2017. The said report was completely false and seems to be created at a later time, after the Appellant raised the dispute and quoted the provisions of Supply Code. This was evident from the fact that the Appellant had specifically brought clause 21.4.1 of the Supply Code, to the notice of the Respondent vide letter dated 09.01.2018. Yet the Respondent had not replied to the said letter or even not mentioned in the report, report number or provided its copy. The Appellant had made written representations till 28.08.2020, to the Respondent citing Supply Code provisions to which the Respondent had not replied at all.
- (vi) The said report had mentioned the 'improper maintenance of the CT/PT unit'. The CT/PT was the property of PSPCL and the Appellant pays monthly rent to the Respondent for the Meter/CTPT. As the Meter/ CTPT was sealed by the Respondent, the Appellant was not supposed to and cannot do anything to the unit for 'maintenance'. It was the responsibility of the Respondent to maintain its equipment. If there was any

damage to the unit due to the Appellant's negligence, report of Enforcement team, Khanna vide ECR No. 3746 dated 12.10.2017 would have a mention of the same whereas on the contrary the said report stated that the unit was in 'physically good condition'. This also proved that the report was falsely created without any investigation, for taking benefit of its own wrong.

- (vii) The Meter room was constructed as per the specifications and design provided by the Respondent. The Respondent's representatives had visited the meter room number of times since its installation. The Staff of the Respondent used to visit the site every month for taking the meter reading. It was the responsibility of 'Meter Reader' to report any damage or discrepancy. As, in this case, there was no discrepancy or shortcoming in the room and the meter was in good condition, the Meter Reader or any other representative of the Respondent never had the need to make any such report. Furthermore, a new meter was installed by the Respondent in the same meter room without any alterations done or even suggested by the Respondent on 10.11.2017 vide MCO No. 82/2706. If the room was in any way not upto the required mark, the Respondent would have pointed this out and asked for the same to be

rectified. In case there was any discrepancy and still the new meter was installed then the responsibility of meter getting damaged due to the same falls on the Respondent completely.

- (viii) The supply to the Milk Plant got disrupted on 09.10.2017 and the complaint was lodged on the same day. The Enforcement team visited on 12.10.2017 but the Respondent claimed that the site was checked on 08.11.2017. What purpose it could have served to inspect the site when the meter was already taken away, power supply was cut and one month had elapsed since the meter got burnt. It seems that the Respondent had already decided the reasons for the damage to the meter even without checking or investigating, thus continuing their wrong practice of harassing the consumers. Therefore, the claim of the Respondent regarding checking of the site on 08.11.2017 was false.
- (ix) The report of the Respondent stated that “the CT/PT ‘appears to’ have been damaged.....”. How can the Respondent charge the Appellant for the cost of CT/PT when the Respondent was not sure that the CTPT got burnt due to the consumer’s fault. The meter/ CTPT could have got burnt due to many other reasons not attributable to the Appellant, like ageing, surge in power supplied etc. How can the Respondent

be sure of the conditions of the room and levels of humidity at the time of meter burning, without being present at the time and hence cannot find the exact reason of meter burning. Without prejudice to the rights of the Appellant, even if the meter was burnt due to high humidity, it was beyond the Appellant's control in any manner.

- (x) To charge the Appellant, the Respondent had to supply the investigation report within 30 days. The said report was never supplied to the Appellant, as it was totally false and prepared at a later stage just to prove a point. The fact was that the Respondent, following a common practice and ignoring the Supply Code provisions, wrongly charged the Appellant for the cost of the Meter/ CTPT assuming that it would not be questioned. When the Appellant questioned the charges and later raised the issue citing the provisions of the Supply Code, the Respondent created a false story and prepared this report without even visiting the premises.
- (xi) From the above facts, it was evident that in its reply the Respondent could not establish the cause of burning of the meter and wrongly charged the Appellant. Instead of following the provisions of the Supply Code and going by the procedure, the Respondent violated the provisions of the Supply Code and

created a situation which had caused unnecessary harassment, mental agony, financial loss and above all the loss of precious time of the Appellant.

- (xii) The charging of the cost of meter/ CTPT by the Respondent was not justified according to the provisions of the Supply Code as mentioned supra. Therefore, the amount already charged be refunded alongwith security amount already forfeited by the Respondent with interest thereon till the date of payment in full and final to the Appellant by the Respondent.
- (xiii) It was therefore prayed that the Appeal be accepted and the order of the Forum charging cost of Meter/CTPT from the Appellant be set aside and further the amount already charged be refunded to the Appellant alongwith interest thereon.

(b) Submission during hearing

During hearing on 22.09.2021, the Appellant's Representative reiterated the submissions made in the Appeal and prayed to allow the relief claimed.

(B) Submissions of the Respondent

(a) Submissions in written reply

The Respondent submitted the following written reply for consideration of this Court:

- (i) The Appellant was having Medium Supply Category connection bearing Account No. K55MS550027M with sanctioned load of 39.12 kW and CD as 43.52 kVA.
- (ii) The Appellant had filed a Petition in the Forum against the Respondent for violating the Supply Code. The Appellant had raised two issues, one regarding charging of ₹ 34,080/- for burnt CTPT unit and second regarding charging ₹ 11,000/- as Monthly Minimum Charges for the period when supply was not restored by the Respondent. The Forum had registered the case and vide its final order directed the Respondent to refund the MMC charged as per Supply Code Regulation 29.4 but decided that the cost of burnt CTPT unit was recoverable from the Appellant. In order to implement the decision of the Forum, a letter vide no. 1289 dated 02.09.2021 was sent by the Respondent to the AO/ Field, Ludhiana with a request for pre-audit so that the MMC charges alongwith interest may be refunded to the Appellant at the earliest. Reply in this regard was awaited from the AO/ Field.
- (iii) The Appellant had alleged that the cost of the Meter/ CTPT charged from the Appellant was sheer violation of the Clause 21.4.1 of the Supply Code as the Respondent could not establish and attribute the cause of damage to the Meter/ CTPT

to the Appellant. It was submitted that Meter Connection installed at the premises of the Appellant was checked by ASE/ Enforcement, Khanna. As per the Report of ASE/ Enforcement, Khanna vide ECR No. 49/3746 dated 12.10.2017, the R-Phase CT was found burnt. On 08.11.2017, the Respondent had visited the premises of the Appellant to investigate the reason of damage of the said CTPT Unit. Upon investigation, it was found that the room of the CTPT unit was located inside the premises of the Appellant. Room's ceiling was leaking. Further, it was observed that there was moisture in the floor and no exhaust fan was installed to ventilate the said room, as a result there was no ventilation in the said room. Thus, it appeared that the CTPT unit was damaged due to high humidity. Furthermore, there was accumulation of Termite-like soil on the floor. Thus, it was concluded that due to the poor condition of the Meter room and improper maintenance of the CTPT unit, this CTPT unit appeared to be damaged. So, as per Regulation 21.4 of Supply Code, 2014 and Section 56.2 of the ESIM, the amount due for the burnt CTPT unit had to be recovered from the Appellant.

- (iv) The Respondent had nowhere claimed that the Enforcement Team tried to establish as to how the said CTPT was damaged.

The Enforcement team had visited the said premises and inspected the meter and submitted its report with regard to the actual condition of the meter/ CTPT unit and stated that the CT of R-phase had got burnt. Further necessary inspection of meter room was carried out by the Respondent within the stipulated timeline.

- (v) The Respondent had carried out the necessary investigation within the stipulate timeline. Upon completion of investigation, a report was submitted stating that the room of the CTPT unit was located inside the premises of the consumer. Room's ceiling was leaking. Further, it was observed that there was moisture in the floor and no exhaust fan was installed to ventilate the said room as a result there was no ventilation in the said room. Thus, it appeared that the CTPT unit was damaged due to high humidity, Furthermore, there was accumulation of Termite-like soil on the floor. Thus, it was concluded that due to the poor condition of the meter room and improper maintenance of the CTPT unit, this CTPT unit appeared to be damaged. So as per Regulation 21.4 of Supply Code and Regulation 56.2 of the ESIM, the amount due for the burnt CTPT had to be recovered from the Appellant.

- (vi) In this regard, it was submitted that for supply of the direct electricity, the Appellant had to apply to the Respondent. Upon receipt of the request from the Appellant, the request of the consumer was approved as per ESIM Regulation 57.5. However, in this case no request was received from the Appellant.
- (vii) The allegation leveled by the Appellant that the said report dated 08.11.2017 was false and seems to be created at later time was not correct as the physical verification of CTPT room was carried out by the Respondent within the stipulated timeline and report of the same was submitted.
- (viii) The allegation leveled by the Appellant was generic in nature and held no ground. The report had not been falsely created. The said report was created after due physical verification of CTPT room by the Respondent. In report, it was not written that CTPT unit was physically in good condition.
- (ix) The work of the 'Meter Reader' was not to inspect the meter. His job was only to record the reading and report the same. Further, the maintenance of the premise of the Appellant was its own responsibility and the Respondent had no say in it. The allegations leveled were generic in nature and held no ground.

- (x) As reported, the meter was in ‘Physically Good Condition’ and CT of R-Phase was burnt. As per verification done by the Respondent, it was concluded that due to the poor condition of the meter room and improper maintenance of the CTPT unit, the CTPT unit appeared to be damaged. So, as per Regulation 21.4 of Supply Code and Regulation 56.2 of the ESIM, the amount due for the burnt CTPT unit had to be recovered from the Appellant.
- (xi) The claim made by the Appellant was incorrect. The investigation report was sent to the Appellant through letter no. 2443 dated 27.11.2017. Then again, the investigation report was sent by registered post to the Appellant through letter no. 174 dated 30.01.2018 which was returned with remarks as undelivered. Thereafter, again letter no. 232 dated 19.12.2018 was re-sent by the Respondent through Registered post in which all the details of the investigation had been sent to the Appellant. A Copy of the above was also delivered by an employee of the Department.
- (xii) Due procedure had been followed in the case without any lapse on the part of the Respondent. The allegations leveled by the Appellant are general in nature and held no ground.

(b) Submission during hearing

During hearing on 22.09.2021, the Respondent reiterated the submissions made in the written reply and prayed to dismiss the Appeal.

5. Analysis and Findings

The issue requiring adjudication is the legitimacy of the amount of ₹ 34,080/- charged to the Appellant by the Respondent on account of burning of CTPT unit installed at the premises of the Appellant.

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

- (i) The Appellant argued that it had filed a case in the Forum against the Respondent for violating the Supply Code. The Appellant had raised two issues, one regarding charging of ₹ 34,080/- for burnt meter/ CTPT and second regarding charging of ₹ 11,000/- as Monthly Minimum Charges for the period when supply was not restored by the Respondent. The Forum registered the case and in its final order directed the Respondent to refund the MMC charged as per Supply Code Regulation 29.4 but decided that the cost of burnt meter/ CTPT unit was recoverable. The decision of the Forum that the cost of

Meter/ CTPT was recoverable, was unfair and appealed in this Court. The Forum had decided this on the basis of the statement given by the Respondent whereas the Appellant was not given any opportunity to file a rejoinder to the same as the Respondent's statement was completely false and not according to the facts. This came to the Appellant's knowledge only from the Respondent's statement in the Forum. The Respondent recovered the cost of the meter/ CTPT from the Appellant in sheer violation of the Regulation 21.4.1 of the Supply Code, 2014 as the Respondent could not establish and attribute the cause of damage to the meter/ CTPT to the Appellant.

- (ii) The Appellant further stated that Enforcement Team had visited the Appellant's premises on 12.10.2017 and reported vide ECR No. 3746 that the meter was in 'Physically Good Condition' and R-phase had got burnt. It also instructed that the meter/ CTPT unit should be replaced immediately. The Enforcement Team had nowhere in its report mentioned that the room where CT/ PT unit was installed or the meter/ CTPT was in any way damaged or in poor condition. The report specifically mentioned that the meter was in '*Physically Good Condition*'. The Respondent also completely ignored the directions of the Enforcement Team to replace the meter/ CTPT immediately.

These directions were according to the Supply Code Regulation 21.4.1 but the Respondent completely ignored the same. The Respondent vide its letter no. 2126 dated 18.10.2017 demanded ₹ 34,080/- as cost of CT/PT from the Appellant. It showed that the Respondent had already decided that the Appellant would pay for the burnt meter without inspecting the meter or waiting for the inspection report stating the reasons for the damage to the meter. This was complete violation of the Supply Code Regulation. The Respondent had not waited for the investigation or the report regarding the reasons for the damage to the meter/ CTPT and demanded the cost without establishing the reason for the burning of the meter/ CTPT. It was a common practice in the PSPCL to charge the consumer for every damaged meter without ascertaining the cause of damage and most consumers in ignorance of the regulations end up paying without raising a dispute.

- (iii) The Meter room was constructed as per the specifications and design provided by the Respondent. The Respondent's representatives had visited the meter room number of times since its installation. The Staff of the Respondent used to visit every month for taking the meter reading. It was the responsibility of 'Meter Reader' to report any damage or

discrepancy. As in this case, there was no discrepancy or shortcoming in the room and the meter was in good condition, the Meter Reader or any other representative of the Respondent never had the need to make any such report. Furthermore, a new meter was installed by the Respondent in the same meter room without any alterations done or even suggested by the Respondent on 10.11.2017 vide MCO No. 82/2706. If the room was in any way not upto the required mark, the Respondent would have pointed out and asked for the same to be rectified. In case there was any discrepancy and still the new meter was installed then the responsibility of meter getting damaged due to the same falls on the Respondent completely.

- (iv) The supply to the Milk Plant got disrupted on 09.10.2017 and the complaint was lodged on the same day. The Enforcement team visited on 12.10.2017 but the Respondent claimed that the site was checked on 08.11.2017. What purpose it could have served to inspect the site when the meter was already taken away, power supply was cut and one month had elapsed since the meter got burnt. The claim of the Respondent regarding checking of the site on 08.11.2017 was false.
- (v) The Respondent had to supply the investigation report within 30 days to charge the amount of burnt CTPT to the Appellant.

The said report was never supplied to the Appellant, as it was totally false and prepared at a later stage just to prove a point. The fact was that the Respondent, following a common practice and ignoring the Supply Code provisions, wrongly charged the Appellant for the cost of the Meter/ CTPT assuming that it would not be questioned. When the Appellant questioned the charges and later raised the issue citing the provisions of the Supply Code, the Respondent created a false story and prepared this report without even visiting the premises.

- (vi) The Respondent could not establish the cause of burning of the meter wrongly charged to the Appellant. Instead of following the provisions of the Supply Code and going by the procedure, the Respondent violated the provisions of the Supply Code and created a situation which had caused unnecessary harassment, mental agony, financial loss and above all the loss of precious time of the Appellant. Therefore, the amount already charged be refunded alongwith security amount already forfeited by the Respondent with interest thereon till the date of payment in full and final to the Appellant by the Respondent.
- (vii) The Respondent, in its defence, argued that the Appellant had raised two issues, one regarding charging of ₹ 34,080/- for burnt CTPT unit and second regarding charging ₹ 11,000/- as

Monthly Minimum Charges for the period when supply was not restored by the Respondent. The Forum decided that the cost of burnt CTPT unit was recoverable from the Appellant. In order to implement the decision of the Forum, a letter vide no. 1289 dated 02.09.2021 was sent by the Respondent to the AO/ Field, Ludhiana with a request for pre-audit so that the MMC charges alongwith interest may be refunded to the Appellant at the earliest and reply from the AO/ Field was still awaited.

- (xiii) The premises of the Appellant was checked by ASE/ Enforcement, Khanna. As per the Report of ASE/ Enforcement, Khanna vide ECR No. 49/3746 dated 12.10.2017, the R-Phase CT was found burnt. On 08.11.2017, the Respondent had visited the premises of the Appellant to investigate the reason of damage of the said CTPT Unit. Upon investigation, it was found that the room of the CTPT unit was located inside the premises of the Appellant. Room's ceiling was leaking. Further, it was observed that there was moisture in the floor and no exhaust fan was installed to ventilate the said room, as a result there was no ventilation in the said room. Thus, it appeared that the CTPT unit was damaged due to high humidity. Furthermore, there was accumulation of Termite-like soil on the floor. Thus, it was concluded that due to the poor condition

of the Meter room and improper maintenance of the CTPT unit, this CTPT unit appeared to be damaged. The report of the Respondent dated 08.11.2017 was duly received by the Appellant on 08.11.2017 and was also sent to the Appellant through post and the same is reproduced as under: -

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(xiv) Instruction 56.2 of the ESIM is also produced hereunder: -

“56.2 If 11 kV CT/PT unit is damaged/burnt, procedure as per Regu-21.4.1 of Supply Code-2014 be followed for replacement i.e. if the CT/PT unit gets damaged /burnt, the new CT/ PT unit shall be installed within the time period prescribed in Standards of Performance (Presently five days) on receipt of complaint. If the CT/PT unit is burnt due to reasons attributable to the consumer, the PSPCL shall debit the cost of the CT/PT unit 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 CT/PT unit must be supplied to the consumer within 30 days. The cost to be recovered shall be as per cost of CT/PT unit circulated from time to time. 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 CT/PT unit is installed.

The direct supply for various categories other than DS such as LS, MS, SP, NRS, BS etc. shall be allowed as per instruction 57.5 i.e. it can only be allowed in dire emergencies by load sanctioning authority till the replacement of CT/PT unit within time period specified in Standard of Performance and if circumstances still persist, then direct supply be given beyond this time period with the written approval of load sanctioning authority.”

- (xv) So, as per Regulation 21.4 of Supply Code and instruction No. 56.2 of the ESIM, the amount due for the burnt CTPT unit had to be recovered from the Appellant and accordingly it was recovered from the Appellant.
- (xvi) The Enforcement team had visited the said premises and inspected the meter and submitted its report with regard to the actual condition of the meter/ CTPT unit and stated that the CT of R-phase had got burnt. Further necessary inspection of meter room was carried out by the Respondent within the stipulated timeline.
- (xvii) The Respondent had carried out the necessary investigation within the stipulated timeline. The CT/PT unit was damaged due to high humidity,

(xviii) The allegation leveled by the Appellant that the said report dated 08.11.2017 was false and seems to be created at later time was not correct as the physical verification of CT/PT room was carried out by the Respondent within the stipulated timeline and report of the same was submitted. The allegation leveled by the Appellant was generic in nature and held no ground. The report had not been falsely created. The said report was created after due physical verification of CT/PT room by the Respondent. The work of the Meter Reader was not to inspect the meter. His job was only to record the reading and report the same. Further, the maintenance of the premises of the Appellant was its own responsibility and the Respondent had no say in it.

(xix) The investigation report was sent to the Appellant through letter no. 2443 dated 27.11.2017. Then again, the investigation report was sent by registered post to the Appellant through letter no. 174 dated 30.01.2018 which was returned with remarks as undelivered. Thereafter, again letter no. 232 dated 19.12.2018 was sent by the Respondent through Registered post in which all the details of the investigation had been sent to the Appellant. A copy of the above was also delivered by an employee of the Department to the representative of the

Appellant. Due procedure had been followed in the case without any lapse on the part of the Respondent.

(xx) This Court had observed that the cost of CTPT unit was recovered from the Appellant on detection of burning of R-phase CT as per report of Enforcement submitted vide ECR No. 49/3746 dated 12.10.2017. This checking was done on the basis of letter no. 2113 dated 12.10.2017 of SDO, Badali Ala Singh. Enforcement gave directions to change CT/PT immediately. It was also reported that the meter appears to be physically OK. CT/PT unit was replaced with new unit vide SJO/MCO No. 82/2706 dated 08.11.2017 after charging ₹ 34,080/- vide Sundry No. 4/14/R-133.

(xxi) This Court had gone through the investigation report dated 08.11.2017 of the Respondent. The Respondent had stressed in its report that the room of the CTPT unit was located inside the premises of the Appellant and the room's ceiling was leaking. There was moisture in the floor & no exhaust fan was installed for ventilation. It was mentioned in the report that CTPT unit appeared to be damaged due to high humidity and its improper maintenance and thus cost of CTPT unit was recoverable from the Appellant. This report is not false but it is incomplete. The Respondent had failed to establish the exact cause of burning of

the meter which is attributable to the Appellant. The IR values of the burnt/ damaged CTPT unit were not recorded on the basis of which damage of CTPT unit due to moisture/ humidity could have been established. CTPT unit is fully sealed by the Respondent and is the property of the Licensee (PSPCL). The Appellant had no access to the unit and cannot be held responsible for its improper/ poor maintenance. Proper maintenance and checking of loose connections of CTPT unit is the responsibility of the Respondent. The Enforcement had not pointed out any irregularity on the part of the Appellant in its checking report dated 12.10.2017. Further, the monthly readings of this connection were being recorded by JE-I and he never reported any shortcomings in the room where CTPT unit alongwith meter were installed. This Court is not inclined to agree with the findings of the Forum on the basis of which the Forum had decided to recover the cost of Burnt CTPT unit from the Appellant as per Regulation No. 21.4 of Supply Code, 2014. It would be unfair to impose cost of burnt CTPT unit on the Appellant on the basis of investigation report dated 08.11.2017 which is incomplete & imaginary. As such, the cost of burnt CTPT unit already recovered vide Sundry item should

be refunded to the Appellant alongwith interest at SBI Base Rate prevalent on first April of the relevant year plus 2%.

6. Decision

As a sequel of the above discussion, the present Appeal No. 66 of 2021 is hereby disposed of with a direction to the Respondent to refund ₹ 34,080/- recovered through Sundry No. 4/14/ R-133 alongwith interest at SBI Base Rate prevalent on 1st April of relevant year plus 2%.

7. As per provisions contained in Regulation 3.26 of Punjab State Electricity Regulatory Commission (Forum and Ombudsman) Regulations-2016, the Licensee will comply with the award/order within 21 days of the date of its receipt.
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.

September 24, 2021
S.A.S. Nagar (Mohali)

(GURINDER JIT SINGH)
Lokpal (Ombudsman)
Electricity, Punjab.