

**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
The Electricity Act, 2003)**

APPEAL No. 80/2021

Date of Registration : 08.10.2021

Date of Hearing : 27.10.2021

Date of Order : 27.10.2021

Before:

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

In the Matter of:

Sh. Janak Raj S/o Sh. Anant Ram,
R/o Arihant Colony Village Cheema,
Distt. Sangrur. Pin 148029.

Contract Account Number: 3005507899 (MS)

...Appellant

Versus

Additional Superintending Engineer,
DS Division,
PSPCL, Sunam.

...Respondent

Present For:

Appellant: Sh. Jaswant Rai,
Appellant's Representative.

Respondent : Er. Sunil Kumar Jindal,
Addl. Superintending Engineer,
DS Division,
PSPCL, Sunam.

Before me for consideration is an Appeal preferred by the Appellant against the decision dated 03.09.2021 of the Consumer Grievances Redressal Forum (Forum), Patiala in Case No. CGP-226 of 2021, deciding that:

“Calculations of interest, on ACD amounts deposited, from time to time, be rechecked by respondent and Petitioner be given balance payable amount of interest, as per Supply Code Regulations-2007 and Supply Code Regulations-2014 Clause no. 17.1 as amended from time to time, after Pre-Audit. However, no interest on the interest amount of security deposits is payable to the petitioner. CLDSC, Sangrur decision is amended to that extent.”

2. Registration of the Appeal

A scrutiny of the Appeal and related documents revealed that the complete Appeal Case was received in this Court on 08.10.2021 i.e. within the stipulated period of thirty days of receipt of the decision dated 03.09.2021 of the CGRF, Patiala in Case No. CGP-226 of 2021 by the Appellant on 13.09.2021. The Appellant was not required to deposit the requisite 40% of the disputed amount for filing the Appeal in this Court as this was a case of payment of interest on Security (Consumption) and Security (Meter). Therefore, the Appeal was registered and copy of the same was sent to the Addl. SE/ DS Division,

PSPCL, Sunam for sending written reply/ parawise comments with a copy to the office of the CGRF, Patiala under intimation to the Appellant vide letter nos. 1440-42/OEP/A-80/2021 dated 08.10.2021.

3. Proceedings

With a view to adjudicate the dispute, a hearing was fixed in this Court on 25.10.2021 at 12.30 PM and an intimation to this effect was sent to both the parties vide letter nos. 1534-35/OEP/A-80/2021 dated 21.10.2021. The hearing was postponed to 27.10.2021 at 12.30 PM as per request of the Appellant & intimation to both parties was sent vide letter nos. 1543-1544/OEP/ A-80/2021 dated 22.10.2021. As scheduled, the hearing was held in this Court on 27.10.2021 and arguments were heard of both parties.

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 alongwith material brought on record by both parties.

(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 was having a Medium Supply Category Connection, bearing Account No. S51MS510033Y for Rice Mills, with sanctioned load of 94.87 kW and CD as 100 kVA under DS Sub Division, Cheema in the name of Sh. Janak Raj C/o M/s. Ganesh Rice Mills.
- (ii) The Appellant had got the electric connection installed on 12.10.2007 after payment of requisite Security (Consumption) amounting to ₹ 71,250/- and Security (Meter) amounting to ₹ 5250/- + ₹ 25,800/- = ₹ 33,750/- against BA-16 Receipt No. 57/43323 dated 18.07.2007 and Receipt No. 68/43324 dated 14.08.2007.
- (iii) As per provisions made in Regulation No. 17 of the Supply Code-2007, in the bill generated after 1st April of every year, the refund on account of interest on the amount of Security (Consumption) and Security (Meter) shall be given by the Respondent to its Consumers. The Appellant was not paid any interest on the amount of Security (Consumption) and Security

(Meter) from the very beginning i.e. 2008 to 2017 by the Respondent.

- (iv) In the bill for the month of 04/2018, the Appellant was paid for the first time interest for the year 2017-18 on the amount of Security (Consumption) and Security (Meter) deposited by him with the Respondent. On enquiry from the Respondent that why he was not paid interest earlier, the Appellant came to know that the ledger was not updated for the last 10 years and therefore, the Appellant was not paid any interest.
- (v) In the bill dated 02.08.2017, for the 1st time the amount of Security (Consumption) and Security (Meter) was updated as ₹ 71,250/- and therefore, the Appellant was paid interest for the Financial Year 2017-18 in the bill for the month of 04/2018. The Appellant on receipt of the amount of interest from the Respondent, had approached DS Sub Division, Cheema for payment of interest on the amount of Security (Consumption) and Security (Meter) for the Years from 2008 to 2017. The Respondent calculated the amount and the Appellant was given refund of ₹ 7,50,806/- in the bill dated 08.07.2018. The calculations so made were wrong as per instructions of the Respondent.

- (vi) The Appellant vide its letter no. 280 dated 17.07.2018 had requested that excess/ wrong refund had been given to him by the Respondent and therefore, the account of the Appellant be rechecked for payment of refund on the amount from 2008 to 2017. The Respondent had rechecked the account of the Appellant and vide bill dated 02.08.2018, charged the Appellant for ₹ 6,77,957/- and thereby, the Appellant was paid only ₹ 72,849/- (₹ 7,50,806/- - ₹ 6,77,957/-). But as per the instructions of the PSPCL, the refundable amount worked out to be ₹ 2.25 lacs for the period from 2008 to 2017 and the said amount had now become ₹ 3,00,221/-. So, the refundable amount now works out as ₹ 3,00,221/- - ₹ 72,849= ₹ 2,27,372/- and this is disputed amount.
- (vii) The Appellant had filed a Petition in the Forum for payment of interest amounting to ₹ 2,14,781/- on the amount of Security (Consumption) amounting to ₹ 71,250/- and Security (Meter) amounting to ₹ 5,250/-. After the refund of ₹ 72,849/- as interest, the remaining amount of ₹ 1,41,932/- (₹ 2,14,781/- 72,849/-), was disputed amount. The Appellant was supplied copy of the written reply filed by the Respondent in the Forum and from the perusal of the same, the Appellant came to know that the amount of ₹ 28,500/- so deposited by him on account

of CT/ PT security in 2007, also formed part of Security (Meter) and interest on that amount was also payable. The Appellant revised its demand after adding the amount of ₹ 28,500/- and therefore, a sum of ₹ 3,00,221/- became due to the Appellant from the Respondent and after adjustment of the amount of refund ₹ 72,849/-, a sum of ₹ 2,27,372/- was still payable by the Respondent to the Appellant and the same is part of the disputed amount.

(viii) It was clearly mentioned in Clause No. 17.4 of Supply Code-2007, Clause No.17.3 of Supply Code-2014, Instruction No. 11.6.3 of ESIM- 2017 and Clause No. 11.6.3 of ESIM dated 30.06.2018 that if the Respondent didn't adjust the amount of interest within the prescribed time then PSPCL had to pay double interest or as per the amendments in Supply Code and ESIM from time to time. The Appellant was not aware about these instructions and the Appellant came to know about these regulations/ instructions from the Website of the PSPCL when the Appellant tried to update himself about the recoverable amount from the Respondent.

(ix) The Appellant, feeling aggrieved from the decision of the Forum dated 03.09.2021, had filed the present Appeal in this Court as the Appellant was not granted the due relief. The

Forum in its decision has stated that *“the bills were paid by the petitioner regularly but the petitioner did not point out or represent to the respondent/office about non-updation of Security amounts and non-payment of interest on security amounts during all this period from 2007 to 06/2021. Thus, the petitioner did not take appropriate remedy at appropriate time.”*

The Appellant had stated that it was its responsibility to make the payment of the bills on due date and he was continuously paying all the bills. The Appellant had informed the Respondent about wrong up-dation of his Security amount in the month of 06/2018 and the Respondent after going through its record had adjusted the amount of interest for the period from 2007 to 2017. The Respondent had not still updated the amount of Security (Meter) amounting to ₹ 33,750/- despite its knowledge from 2018 to 09/2021 during long period of 3 years and 3 months and the Appellant had not been paid the amount of interest from 2007 to 2021. It was the duty of the Respondent to update the amounts deposited by the Appellant and if there was any necessity to bring to the notice of the Respondent all these things then the Appellant had brought it to the knowledge of the Respondent in 2018. The Appellant/ Consumer had been

held responsible for not bringing all this to the notice of the Respondent and not only the delay was on the part of the Respondent but also instructions of the Department had been overlooked and ignored.

- (x) In the hearing dated 27.08.2021 in the Forum, the Addl.SE/DS Division, PSPCL, Sunam had filed its written reply and stated about the updation of Security as under:

“ਸਕਿਉਰਿਟੀ ਦੀ ਅਪਡੇਸ਼ਨ ਸਬੰਧੀ ਸੈਪ ਸਿਸਟਮ ftZu ਆਰਡਰ fsnko ਕਰ ਦਿੱਤਾ ਗਿਆ ਹੈ ਜੋ ਕਿ ਅਪਰੂਵਲ ਲਈ Sr. Xen/ CBC ਪਟਿਆਲਾ ਦੇ ਦਫਤਰ ਨੂੰ ਭੇਜ ਦਿੱਤਾ ਗਿਆ ਹੈ। ਇਸ ਲਈ ਸਕਿਉਰਿਟੀ ਦੀ ਅਪਡੇਸ਼ਨ ਮਿਤੀ 09/2021 ਦੇ ਬਿਲ ਵਿੱਚ ਹੋ ਜਾਵੇਗੀ।”

In the decision of the Forum, it was mentioned that the Respondent will update the Security (Meter) in the bill for the month of 09/2021. But the Respondent did not update the Security (Meter) in the bill for the month of 09/2021. The bill for the month of 09/2021 was for the consumption of ₹ 2,790/- and unpaid arrear of ₹ 33,719/- so the total amount of bill was ₹ 36,510/- whereas nothing was outstanding against the Appellant for the previous bill. Instead of updating the amount of Security (Meter), the Respondent had charged the amount to the Appellant which was wrong. The Respondent was negligent in not updating the amount of Security (Meter) in the bills of the Appellant. The Appellant had demanded copy of the letter sent by the Respondent to Sr. Xen/ CBC, Patiala for the

approval. Why the said order had not been updated from 27.08.2021 to till the date of bill generated on 21.09.2021? If the Respondent had not sent any letter for approval, then it meant that the Respondent made a wrong statement in the Forum and the CGRF decided the case against the Appellant by treating the Appellant to be negligent.

- (xi) Normally the Industrial consumers were supplied the bills after their checking by the Respondent. If the Respondent had not come to know about non updating the amount of security for the last about 10 years then an innocent consumer cannot know about the same. Generally, a consumer knows that the amount of security deposited by him with the Department will be refunded to him at the time of disconnection of the connection. Every year there was an audit of the accounts of the Respondent and the Audit had also not detected this mistake.
- (xii) The Appellant may be supplied copies of the instructions where it was written that it was the duty of the Consumer to get his Security Amount updated in the records of the Respondent. The names of the Consumers, whose security amount was updated by the Respondent, may also be intimated to the Appellant. The up-dation of the amount of security is an internal matter of the Respondent.

- (xiii) The Respondent filed the calculation sheet regarding amount of interest and in the said sheet, calculation was made by treating the amount of Security (Meter) as ₹ 5,250/- whereas the Appellant had claimed Security (Meter) as ₹ 5,250/- + ₹ 28,500/- = ₹ 33,750/-, the Appellant did not know that the amount of ₹ 28,500/- was also a part of security amount or other amount so charged by the Respondent.
- (xiv) The Appellant was not satisfied with the calculation sheet provided by the Respondent in the Forum because the Respondent had not charged penalty on the amount of Security and there was no detail of actual amount regarding interest of every year. The amount should be calculated with penalty for the delayed period. The Appellant had requested for calculation of accurate amount and its adjustment in the bills.
- (xv) The Respondent submitted calculation sheet in the DSC and the Forum as per Clause No. 17.4 of Supply Code-2007. As per the calculation, the due amount worked out to be ₹ 2,46,925/- which was refundable to the Appellant but the Forum had ignored these instructions as the Appellant had not brought it to the notice of the Respondent. It was brought to the notice of the Respondent by the Appellant in the year 2018 but still the

amount of Security (Consumption) and Security (Meter) has not been updated during the last 3 years.

(xvi) The Appellant was not paid the amount of interest for the later period from 04/2019 despite its payment for the earlier period to him by the Respondent in the month of 04/2018 and the Appellant did not know the reasons of its non-payment. It was being reiterated by the Respondent again and again that refund of ₹ 75,806/- had been given to the Appellant. The Appellant should also be made known about the difference of amount of ₹ 75,806/- (-) ₹ 72,849/-=₹ 2,957/-.

(xvii) The Appellant had prayed for payment of penal interest as per Regulation 17.4 of Supply Code, 2007 and Regulation 17.3 of Supply Code, 2014 on the amount of Security (Consumption) and Security (Meter) so deposited by him with the Respondent.

(b) Submission in the Rejoinder

The Appellant submitted the Rejoinder via e-mail on 23.10.2021 for consideration of this Court and main points of the same are as under: -

(i) The Forum vide its order dated 03.09.2021 had directed the Respondent to update the security amount deposited by the Appellant and 21 days time was allowed for this purpose but the same had not been updated so far by the Respondent.

Despite filing of Appeal by the Appellant neither the security amount has been updated nor penalty on the interest amount has been paid to the Appellant.

- (ii) The Forum had held the Appellant responsible for not asking the officials of the Respondent for payment of interest on the security amount at an appropriate time and thereby the responsible officials of the Respondent have been let scot-free.
- (iii) The Forum vide its impugned order had directed the Respondent to make the payment of the amount of interest to the Appellant without any penalty but the decision of the Forum had not been implemented by the Respondent so far.
- (iv) The Respondent instead of making refund of the amount, had charged the Appellant with an amount of ₹ 33,719/- through bill for the month of 09/2021 and the Appellant did not know how this amount had been charged and on what account. The Appellant had received bill for ₹ 54,860/- on 22.10.2021 and out of which an amount of ₹ 20,245/- was on account of current bill and remaining amount of ₹ 34635/- was on account of outstanding amount with fine, which was wrong on the part of the Respondent. The Appellant was being charged with fine despite the fact that the payment of the bills was being made by the Appellant within permissible time. The Appellant was

being mentally harassed by the Respondent. The Appellant was unable to understand how much mistakes the Respondent was going to commit against the Appellant?

- (v) The Appellant had prayed that parawise reply be filed by the Respondent and necessary record may be made available to him so that no prejudice would be caused to the Appellant and the case may be decided on the basis of the record.

(c) **Submission during hearing**

During hearing on 27.10.2021, the Appellant reiterated the submissions made by him in the Appeal as well as in the Rejoinder and prayed for acceptance of the Appeal.

(B) **Submissions of the Respondent**

(a) **Submissions in written reply**

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

- (i) No case was pending in any Court between PSPCL and the Appellant regarding the refund of disputed amount. The Appellant had been claiming interest for delayed payment of interest on the amount of ACD/ Security (Consumption) & Security (Meter).
- (ii) The Appellant M/s. Ganesh Rice Mill Satouj had deposited ₹ 48,750/- on account of Security (Consumption), ₹ 28,500/- as

Security of CT/PT Unit and ₹ 5,250/- as Security (Meter) vide BA16 Receipt No. 57/43323 dated 18.07.2007 and after this the Appellant had deposited ₹ 22,500/- vide BA16 Receipt No. 68/43324 dated 14.08.2007 on account of Security (Consumption). As such, the Appellant had deposited ₹ 71,250/- on account of Security (Consumption), ₹ 28,500/- on account of CT/PT Security and ₹ 5,250/- as Security (Meter). The said amounts could not be updated as was evident from the Master File so the Appellant could not get the interest on the said amounts. The Appellant had neither complained in writing nor orally regarding non-updation of his amount of Security (Consumption) and Security (Meter) in its bills during the period from 2007 to 06/2018. The Appellant had informed in the month of 06/2018 to the Respondent that he was not being paid amount of interest on Security (Consumption) & Security (Meter) and thereafter in the month of 07/2018, the refund of interest on the Security (Consumption) and Security (Meter) amounting to ₹ 75,806/- was given to the Appellant through Sundry. The Appellant had filed Petition in the Forum for ₹ 2,14,781/- but as per Regulation 17.4 of Supply Code, 2007 and 17.3 of Supply Code, 2014 and instruction No. 11.6.3 of ESIM; the amount payable works out as ₹ 2,46,925/-.

(iii) The Appellant was given refund of ₹ 75,806/- for the period 08/2007 to 03/2017 on account of interest on the amount of Security (Consumption) and Security (Meter) deposited by the Appellant with the Respondent.

(b) Submission during hearing

During hearing on 27.10.2021, the Respondent reiterated the submissions made in the Appeal and prayed for dismissal of the Appeal. The Respondent informed that CT/ PT Unit & Security (Meter) of ₹ 33,750/- has been credited to the account of the Appellant vide Sundry and has been sent to CBC, Patiala for approval. Similarly, interest on CT/ PT Unit and Security (Meter) of ₹ 44,665/- has been credited vide Sundry for the period from 15.04.2007 to 30.09.2021 and sent to CBC, Patiala for approval.

5. Analysis and Findings

The issue requiring adjudication is the legitimacy of claim of the Appellant regarding payment of penal interest as per Regulation 17.4 of Supply Code, 2007 and 17.3 of Supply Code, 2014 in addition to interest already paid as per Regulation 17.1 of Supply Code, 2007 and Supply Code, 2014

on the amount of Security (Consumption) and Security (Meter) deposited by the Appellant.

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

- (i) The Appellant's Representative (AR) reiterated the pleas raised in the Appeal. The AR argued that the Appellant was having a Medium Supply Category Connection, bearing Account No. S51MS510033Y for Rice Mills, with sanctioned load of 94.87 kW and CD as 100 kVA. The Appellant had got the electric connection installed on 12.10.2007 after payment of requisite Security (Consumption) amounting to ₹ 71,250/- and Security (Meter) amounting to ₹ 5250/- + ₹ 25,800/- = ₹ 33,750/- against BA16 Receipt No. 57/43323 dated 18.07.2007 and Receipt No. 68/43324 dated 14.08.2007.
- (ii) As per provisions made in Regulation No. 17 of the Supply Code-2007, in the bill generated after 1st April of every year, the refund on account of interest on the amount of Security (Consumption) and Security (Meter) shall be given by the Respondent to its Consumers. The Appellant was not paid any interest on the amount of Security (Consumption) and Security (Meter) from the very beginning i.e. 2007 to 2017 by the Respondent. In the bill for the month of 06/2018, the Appellant

was paid for the first time interest for the year 2017-18 on the amount of Security (Consumption) and Security (Meter) deposited by him with the Respondent. The Appellant had filed a Petition in the Forum for payment of interest amounting to ₹ 2,14,781/- on the amount of Security (Consumption) amounting to ₹ 71,250/- and Security (Meter) amounting to ₹ 5,250/-. After the refund of ₹ 72,849/- as interest, the remaining amount of ₹ 1,41,932/- (₹ 2,14,781/-72,849/-), was disputed amount. The Appellant revised its demand after adding the amount of ₹ 28,500/- and therefore, a sum of ₹ 3,00,221/- became due to the Appellant from the Respondent and after adjustment of the amount of refund ₹ 72,849/-, a sum of ₹ 2,27,372/- was still payable by the Respondent to the Appellant and the same is part of the disputed amount.

- (iii) The Appellant feeling aggrieved against the decision of the Forum dated 03.09.2021 had filed the present Appeal in this Court as the Appellant was not granted the due relief. The Appellant prayed for the refund of interest on the amount of Security (Consumption) and Security (Meter) so deposited by him with the Respondent as per applicable rules/ regulations.
- (iv) The Respondent argued that the Appellant had deposited a sum of ₹ 71,250/- on account of Security (Consumption), ₹ 28,500/-

on account of CT/ PT Security and ₹ 5,250/- as Security (Meter). These amounts could not be updated in the billing data and therefore, the Appellant could not get the interest on the security amounts. The Appellant had neither complained in writing nor orally regarding non-updation of his amount of Security (Consumption) and Security (Meter) in its bills during the period from 2007 to 06/2018 and he remained tight-lipped for such a long period. The Appellant had disclosed in the month of 06/2018 to the Respondent that he was not being paid amount of interest on Security (Consumption) and Security (Meter) and thereafter in the month of 07/2018, the refund of interest on the Security (Consumption) and Security (Meter) amounting to ₹ 75,806/- was given to the Appellant through Sundry. The Appellant had filed Petition in the Forum for claiming penal interest and interest on interest as per Regulation 17.4 of Supply Code, 2007 and Regulation 17.3 of Supply Code, 2014 but it was decided by the Forum by holding that the Appellant was entitled only to interest as per Regulation 17.1 of Supply Code, 2007 and Supply Code, 2014.

- (v) From the above, it is concluded that the amount of Security (Consumption) and Security (Meter) deposited by the Appellant was not updated in the Ledger/ bills issued to the

Appellant from time to time. The Appellant had not pointed out this mistake for a quite long period from 2007 to 06/2018. It is worthwhile to mention here that the Appellant was a Medium Supply Category Consumer and had been receiving regularly the energy bills issued by PSPCL from time to time. In all these bills issued by the Respondent, amount of ACD/Security (Consumption) and Security (Meter) was invariably depicted. The Appellant paid these bills regularly on receipt thereof but did not point out or filed claim/representation to the Respondent about not crediting/adjusting the interest amount on the Security (Consumption) and the Security (Meter) for the disputed period from 2007 to 06/2018. Thus, the Appellant did not take appropriate remedy at an 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). Instead of finding lacunae in the working of the Respondent, the Appellant was expected to be vigilant, update and prompt in discharging its obligation. Had the Appellant exercised necessary prudence/ vigilance, the present litigation could have been avoided? The Appellant cannot take benefit of its own

wrongs, delays and latches. Further, it is common saying that ignorance of law is no excuse. The Appellant had also admitted its guilt in first lines at page 5 of para 4 of the Appeal as under:-

“fj; ngrq/v/aB ;pzXh pj[s/ ygsekokK B{z e'Jh ikDekoh jh BjhA j[zdh s/ T[jBK ftu'A w?A th fJZe jK. i/eo fJ; fwbd:'r ;kbbk ftunki pko/ w?B{z gfjbK gsk j[zdk sK i' oew wfjwe/ B/ w?B{z ohfczv d/Dh ;h, w?A T[; oew B{z b?D bJh gfjb d/ nkXko s/ ekotkJh eodk. i' fe w?B{z wjhBk 05\$2018 ftZu gsk bZrD s/ wjhBk 06\$2018 ftZu fpBK fe;/ d/oh s'A j[D sZe th eo fojk jK”.

Thus, it is unequivocally clear that the Appellant had not been updating himself about the rules/ regulations and benefits available to him. The rules/ regulations framed by PSERC vis a vis by the PSPCL are in public domain and are available on the Website of PSPCL. The Appellant should be prompt to follow them and failure to follow them on the part of the Appellant cannot be attributed to the Respondent.

- (vi) 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 correction/ updation of securities should not result in additional income to the Appellant at the cost of the Respondent (PSPCL). The Appellant might have expected that in the event of success of its Petition/Appeal in the CGRF/Court of Ombudsman (Electricity), he would get interest at higher rates as per provisions of Regulation 17.4 of Supply Code 2007/Regulation 17.3 of Supply Code-2014.

- (vii) The Appellant had raised new issues in the Appeal which were not part of the Petition filed in the Forum and had also increased the disputed amount. This is not permissible in the Appeal.
- (viii) In view of the above, the issue of allowing penal interest and interest on interest on the Security (Consumption) and Security (Meter) for the disputed period is decided against the Appellant after due consideration.

6. Decision

As a sequel of above discussions, the order dated 03.09.2021 of the CGRF, Patiala in Case No. CGP-226 of 2021 is upheld.

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

8. 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.
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.

October 27, 2021
S.A.S. Nagar (Mohali)

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