



Before the Appellate Board  
National Electric Power Regulatory Authority  
(NEPRA)  
Islamic Republic of Pakistan

NEPRA Office , Ataturk Avenue (East), G5/1, Islamabad  
Tel. No.+92 051 2013200 Fax No. +92 051 2600030  
Website: [www.nepra.org.pk](http://www.nepra.org.pk) E-mail: [office@nepra.org.pk](mailto:office@nepra.org.pk)

No. NEPRA/Appeal/022/2023/450

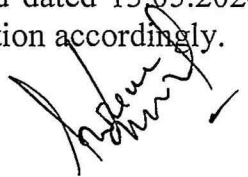
May 13, 2024

1. Col. Nasir Javed Awan (Retd),  
Army Welfare Trust Housing Scheme,  
Phase-2, Adda Plot, Raiwind Road,  
Lahore
2. Chief Executive Officer,  
LESCO Ltd,  
22-A, Queens Road,  
Lahore
3. Rai Abid Ali Kharal,  
Advocate High Court,  
Elahi Law Associates, Office No. 25,  
3<sup>rd</sup> Floor, Ali Plaza, 3-Mozang Road,  
Lahore  
Cell No. 0300-4609266
4. Assistant Manager (Operation),  
LESCO Ltd,  
Ali Raza Abad (Lahore Park) Sub Division,  
Lahore
5. POI/Electric Inspector  
Lahore Region, Energy Department,  
Govt. of Punjab, Block No. 1,  
Irrigation Complex, Canal Bank,  
Dharampura, Lahore

Subject: **Appeal No.022/2023 (LESCO Vs. Col. Nasir Javed Awan (Retd)) Against the Decision Dated 31.12.2021 of the Provincial Office of Inspection to Government of the Punjab Lahore Region, Lahore**

Please find enclosed herewith the decision of the Appellate Board dated 13.05.2024 (04 pages), regarding the subject matter, for information and necessary action accordingly.

Encl: **As Above**

  
(Ikram Shakeel)  
Deputy Director  
Appellate Board

Forwarded for information please.

1. Director (IT) –for uploading the decision on NEPRA website



# National Electric Power Regulatory Authority

## Before The Appellate Board

In the matter of

### Appeal No.022/POI-2023

Lahore Electric Supply Company Limited

.....Appellant

Versus

Col. Nasir Javed Awan (Retd.) Army Welfare Trust Housing Scheme,  
Phase-2, Adda Plot, Raiwind Road, Lahore

.....Respondent

### **APPEAL UNDER SECTION 38(3) OF THE REGULATION OF GENERATION, TRANSMISSION, AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997**

#### For the Appellant:

Rai Abid Ali Kharal Advocate  
Mr. Shahid Majeed Court Clerk

#### For the Respondent:

Mr. M. Razaq Shahid

### **DECISION**

1. As per the facts of the case, Col. Nasir Javed Awan (Retd.) resident of Army Welfare Trust Housing Scheme (hereinafter referred to as the “Respondent”) is a general supply consumer of Lahore Electric Supply Company Limited (hereinafter referred to as the “Appellant”) bearing Ref No.24-11224-1008800-U having a sanctioned load of 63 kW and the applicable tariff category is A-3. The metering equipment of the Respondent was checked by the M&T team of the Appellant on 02.10.2019 and reportedly the billing meter was found defective with the vanished display. Subsequently, the Respondent approached the Provincial Office of Inspection, Lahore Region, Lahore (hereinafter referred to as the “POI”) and challenged the following bills:
  - i. Bill of Rs.803,911/- charged in July 2020.
  - ii. Bill of Rs.783,699/- charged in January 2021.
  - iii. Bill of Rs.969,609/- charged in February 2021.
  - iv. Bill of Rs.817,295/- charged in March 2021.
  - v. Bill of Rs.829,799/- charged in June 2021.
2. During joint checking dated 11.08.2021 of the POI, the discrepancy of the vanished display of the impugned meter was confirmed and both parties signed the checking report without raising any objection. The complaint of the Respondent was disposed of by the POI vide decision

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dated 31.12.2021, wherein the bills for July 2020, January 2021 to March 2021, and June 2021 are declared as void, unjustified, and of no legal effect, and the Appellant was allowed to charge revised bills for July 2020, January 2021 to March 2021 and June 2021 as per consumption of corresponding month of the previous year or average consumption of last eleven months, whichever is higher.

3. Being dissatisfied, the Appellant has filed the instant appeal before NEPRA and assailed the decision dated 31.12.2021 of the POI (hereinafter referred to as the "impugned decision"). In its appeal, the Appellant opposed the maintainability of the impugned decision, *inter-alia*, on the following grounds that the impugned decision is against the law and facts of the case; that the POI did not apply his judicious mind and passed the impugned decision on illegal assumptions and presumptions; that the POI failed to decide the matter within 90 days, which is violative of Section 26(6) of the Electricity Act, 1910; and that the impugned decision is liable to be set aside.

4. Notice dated 06.03.2023 of the appeal was issued to the Respondent for filing reply/para-wise comment, which however were not filed.

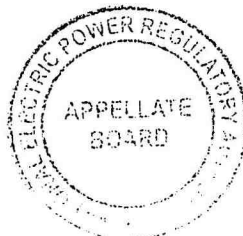
### 5. Hearing

5.1 Hearing of the appeal was conducted at NEPRA Regional Office Lahore on 19.01.2024, wherein learned counsel appeared for the Appellant and a representative tendered appearance for the Respondent. Learned counsel for the Appellant contended that the billing meter of the Respondent was found defective with the vanished display during the M&T checking dated 02.10.2019, therefore the bills w.e.f. November 2019 and onward were debited to the Respondent per the provisions of the CSM-2021. Learned counsel for the Appellant argued that the discrepancy of vanished display in the impugned meter established during the POI joint checking dated 11.08.2021, hence the impugned bills be declared as justified and payable by the Respondent.

5.2 Conversely, the representative for the Respondent repudiated the version of the Appellant regarding the impugned bills, defended the impugned decision, and prayed for upholding the same.

6. Having heard the arguments and record perused. Following are our observations:

6.1 While addressing the objection of the Appellant regarding the jurisdiction of the POI, the Respondent filed his complaint before the POI under Section 38 of the NEPRA Act. POI





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pronounced its decision on 13.12.2021 i.e. after ninety (90) days of receipt of the complaint. The Appellant has objected that the POI was bound to decide the matter within 90 days under Section 26(6) of the Electricity Act, 1910. In this regard, it is observed that the forum of POI has been established under Section 38 of the NEPRA Act which does not put a restriction of 90 days on POI to decide complaints. Section 38 of the NEPRA Act overrides provisions of the Electricity Act, 1910. Reliance in this regard is placed on the judgments of the honorable Lahore High Court Lahore reported in *2017 PLJ 627 Lahore* and *2017 PLJ 309 Lahore*. Keeping in view the overriding effect of the NEPRA Act on the Electricity Act, 1910, and the above-referred decisions of the honorable High Court, the objection of the Appellant is dismissed.

6.2 As per the available record, the billing meter of the Respondent was found defective with vanished display during the M&T checking dated 02.10.2019, and the discrepancy of vanished display was confirmed by the POI during the joint checking dated 11.08.2021, the said checking report was signed by both parties without raising any objection. Subsequently, the impugned meter of the Respondent was replaced with a new meter by the Appellant on 02.09.2021.

6.3 According to Clause 4.3.2(a) of the CSM-2021, the impugned meter with vanished display should be replaced immediately or within two billing cycles in case of non-availability of the new meters. However, in the instant case, the Appellant breached the ibid clause of the CSM-2021 due to their failure to replace the impugned meter within the prescribed time. The Appellant took twenty-three months for the replacement of the impugned meter and debited the bills from October 2019 to August 2021 on estimated basis, which resulted in the raising of the dispute of the bills for July 2020, January 2021 to March 2021, and June 2021:

6.4 To verify the contention of the Respondent regarding the irregular billing, the consumption of the disputed months is compared below with the consumption of corresponding undisputed months of the preceding and succeeding years:

Period before dispute		Disputed period		Period after dispute	
Month	Units	Month	Units	Month	Units
Jul-19	17460	Jul-20	35980	Jul-21	20100
Jan-20	17880	Jan-21	30940	Jan-22	26580
Feb-20	18500	Feb-21	34660	Feb-22	80
Mar-20	19860	Mar-21	28940	Mar-22	17800
Jun-20	25720	Jun-21	31120	Jun-22	11200
<b>Average</b>	<b>19884</b>	<b>Average</b>	<b>32328</b>	<b>Average</b>	<b>15152</b>






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The above comparison of the consumption data shows that the Appellant debited excessive bills in July 2020, January 2021 to March 2021, and June 2021 as compared to the average consumption of corresponding months of the preceding and succeeding years. Thus we are inclined to agree with the finding of the POI for cancellation of the bills of Rs.803,911/-, Rs.783,699/-, Rs.969,609/-, Rs.817,295/- and Rs.829,799/- charged to the Respondent in July 2020, January 2021, February 2021, March 2021 and June 2021 respectively.


6.5 Similarly, the impugned decision for revision of the bills for July 2020, January 2021 to March 2021 and June 2021 as per consumption of the corresponding month of the previous year or average consumption of the last eleven months, whichever is higher is consistent with Clause 4.3.1(b) of the CSM-2021.

7. Foregoing in view, the appeal is dismissed.

  
Abid Hussain  
Member/Advisor (CAD)

Dated: 13-05-2024

  
Naweed Illahi Sheikh  
Convener/DG (CAD)

  
Muhammad Irfan-ul-Haq  
Member/ALA (Lic.)

