



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

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No. NEPRA/Appeal/039/2025/ 936

October 16, 2025

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| 1. Malik Saqib Javaid,
S/o. Muhammad Javaid,
R/o. Plot No. 457, Block G-3,
Lahore | 2. Chief Executive Officer,
LESCO Ltd,
22-A, Queens Road,
Lahore |
| 3. Saeed Ahmed Bhatti,
Advocate High Court,
66-Khyber Block, Allama Iqbal Town,
Lahore
Cell No. 0300-4350899 | 4. Farrukh Shahzad Kamboh,
Advocate High Court,
18-Q, Gulberg-II,
Lahore
Cell No. 0321-6900699 |
| 5. Assistant Manager (Operation),
LESCO Ltd,
Johar Town Sub Division,
Lahore
Cell No. 0370-4991271 | 6. POI/Electric Inspector,
Lahore Region-II,
Energy Department, Govt. of Punjab,
342-B, Near Allah Hoo Chowk,
Johar Town, Lahore
Phone No. 042-99333968 |

Subject: **Appeal No.039/2025 (LESCO vs. Malik Saqib Javaid) Against the Decision Dated 17.01.2025 of the Provincial Office of Inspection to Government of the Punjab Lahore Region-II, Lahore**

Please find enclosed herewith the decision of the Appellate Board dated 16.10.2025 (06 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 of the Appellate Board on the NEPRA website



National Electric Power Regulatory Authority

Before the Appellate Board

In the matter of

Appeal No.039/POI-2025

Lahore Electric Supply Company Limited

.....Appellant

Versus

Malik Saqib Javaid, S/o. Muhammad Javed,
R/o. Plot No. 457, Block G-3, Lahore

.....Respondent

APPEAL U/S 38(3) OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997

For the Appellant:

Mr. Saeed Ahmed Bhatti Advocate
Mr. Muhammad Ali Riaz SDO

For the Respondent:

Mr. Farrukh Shahzad Advocate
Syed Abdul Wakeel Advocate

DECISION

1. Through this decision, the appeal filed by Lahore Electric Supply Company Limited (hereinafter referred to as the "Appellant") against the decision dated 17.01.2025 of the Provincial Office of Inspection, Lahore Region-II, Lahore (hereinafter referred to as the "POI") is being disposed of.
2. Brief facts of the case are that Malik Saqib Javaid (hereinafter referred to as the "Respondent") is a commercial consumer of the Appellant bearing Ref No.24-11271-9002101-U with a sanctioned load of 45 kW and the applicable Tariff category is A-2(c). Metering equipment of the Respondent was checked by the M&T team of the Appellant on 01.09.2024, and reportedly, 25,795 units were found less charged from 10.10.2023 to 01.09.2024 as compared to the backup meter reading. Therefore, billing was shifted on the backup meter w.e.f September 2024 and onwards, and a bill of Rs.4,523,870/- for 57,420 units was charged to the Respondent in September 2024, which includes 25,795 difference units.
3. Being aggrieved, the Respondent filed a complaint before POI on 17.10.2024 and



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challenged the above bill. Metering equipment of the Respondent was checked by the POI on 17.12.2024 in the presence of both parties, wherein the impugned meter was found within BSS limits, whereas the existing billing meter (previous backup meter) was found 10% fast, joint checking report was signed by both parties without raising any objection. The complaint of the Respondent was disposed of by POI on 17.01.2025, wherein the bill of Rs.4,523,870/- for 57,420 units charged in September 2024 was cancelled and the Appellant was allowed to charge a revised monthly bill for September 2024 on the basis of actual units as recorded on the impugned billing meter. As per the POI decision, the Appellant was directed to shift the billing on the impugned meter and replace the existing billing meter (previous backup meter) with a healthy meter.

4. The Appellant, being dissatisfied, filed instant appeal before the NEPRA against the afore-referred decision of the POI, which was registered as Appeal No. 039/POI-2025. In its appeals, the Appellant objected to the maintainability of the impugned decision, *inter alia*, on the main grounds that the bill of Rs.4,523,870/- for 57,420 units was charged to the Respondent in September 2024, which includes current months consumption and 25,795 units due to the difference in readings between the backup and billing meters as observed on 01.09.2024; that the impugned decision is against the law and facts of the case; that the POI misconstrued the real facts of the case and erred in declaring the bill of Rs.4,523,870/- for 57,420 units as null and void; that the aforesaid bill was fully proved through authentic documents and consumption data; that joint checking of POI without association of M&T cannot be relied for the determination of fate of impugend bill; that POI should have to install check meter in series with impugend metering equipment to determine the accuracy of the impugned billing meter; that the POI neither recorded evidence nor perused the relevant record/consumption data and decided the application on mere surmises and conjectures; that the POI decided the matter after expiry of 90 days, which is violative of Section 26(6) of the Electricity Act, 1910; that the POI failed to appreciate that the complaint could not be entertained as no notice as required under Section 26(6) of the Electricity Act, 1910 was ever served upon the Appellant before filing the same; and that the impugned decision is liable to be set aside.
5. Upon the filing of the instant appeal, a notice dated 14.03.2025 was sent to the Respondent for filing reply/para-wise comments to the appeal within ten (10) days, which were filed on 28.03.2025. In his reply, the Respondent rebutted that version of the Appellant and



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contended that the Appellant debited the excessive bill in September 2024 due to the difference in billing and backup meters, which was challenged before the POI. The Respondent further contended that the impugned billing meter was found within BSS limits, whereas the backup meter was found running 10% fast during joint checking dated 17.12.2024 of POI. The said joint checking report was signed by both parties without raising any objection. As per the Respondent, there are three meters installed on the premises, one for billing, whereas two meters are installed as backup meters in series with the impugned billing meter. He submitted that the Appellant neither associated the Respondent during the alleged checking nor got signed by him, which shows malafide on the part of the Appellant. The Respondent finally prayed for dismissal of the appeal with costs and that the Appellant be directed to refund excessive bills charged to the Respondent.

6. Hearing:

- i. Hearing was conducted at NEPRA Regional Office Lahore on 15.08.2025, which was attended by counsels for both parties. Learned counsel for the Appellant contended that the billing meter was found slow as compared to the backup meter during the checking dated 01.09.2024 of the Appellant, as such, the bill of Rs.4,523,870/- for 57,420 units was debited to the Respondent to recover the revenue loss sustained by the Appellant. As per learned counsel for the Appellant, the above bill was cancelled by the POI without perusing the documentary evidence. According to the counsel for the Appellant, joint checking of POI without association of M&T has no validity, hence cannot be relied upon for the determination of justified bill. Learned counsel for the Appellant finally prayed that the impugned decision is liable to be set aside.
- ii. On the contrary, learned counsel for the Respondent repudiated the version of the Appellant and argued that the entire proceedings, including unilateral checking, were carried out by the Appellant unilaterally, and the bill of Rs.4,523,870/- for 57,420 units was debited to the Respondent without any justification. Learned counsel for the Respondent further contended that, if presumed that the impugned billing meter had not recorded actual consumption, as to why the Appellant failed to replace the same within two billing cycles. He further averred that the impugned meter of the Respondent was found working within specified limits, whereas the backup meter was found 10% fast during the joint checking of POI; the said checking report was signed by both parties without raising any objection. Learned counsel for the Respondent defended the impugned decision and prayed for



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dismissal of the appeal with costs.

7. Arguments were heard and the record was perused. Following are our observations:

i. Objection regarding the time limit for POI to decide the complaint:

As per the record, the Respondent filed his complaint before the POI on 17.10.2024 under Section 38 of the NEPRA Act. POI pronounced its decision on 17.01.2025 after the expiry of 90 days from the date 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 of 1910. Reliance in this regard is placed on the judgments of the honorable Lahore High Court, Lahore reported in *PLJ 2017-Lahore-627* and *PLJ-2017-Lahore-309*. The relevant excerpt of the above judgments is reproduced below:

“PLJ 2017-Lahore-627:

Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997--838(3)--Electricity Act, 1910, S. 26(6)--Constitution of Pakistan, 1973. Art. 199--Constitutional petition--Consumer of LESCO.. The sanctioned load was differed with the connected load--Determine the difference of charges of the previous period of misuse to be recovered from the consumer--Validity--No disconnection or penal action was taken against the petitioner rather only the difference of charges between the sanctioned load and load actually used by petitioner was charged, hence Clause 7.5 of Consumer Service Manual has not been violated-Issuance of detection bill itself amounts to notice and petitioner had also availed remedy before POI against determination--Order passed by POI was beyond 90 days--Order was not passed by the respondent under Section 26(6) of the Act as Electric Inspector rather the order was passed by him in the capacity of POI under Section 38(3) of Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (NEPRA Act), therefore, the argument has no substance.

PLJ-2017-Lahore-309:

The learned counsel for the petitioner submitted that there was an outer time limit of 90 days for a decision by the Electric Inspector which has not been observed and which rendered the decision of the Electric Inspector a nullity. This submission of the learned counsel has been dealt with by the Appellate Board and, in any case, is fallacious. The short and simple answer rendered by the Appellate Board was that the decision was made under Section 38 of the Act, 1997, and not in terms of Section 26 of the Electricity Act, 1910. Therefore, the outer time limit of 90 days was inapplicable.”



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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.

- ii. A bill of Rs.4,523,870/- for 57,420 units debited to the Respondent, which includes 25,795 units debited due to the difference of readings between the billing and backup meters:
The metering equipment of the Respondent was checked by the Appellant on 01.09.2024 and reportedly, 25,795 units were found uncharged due to the difference between the backup and billing meters. Thereafter, a bill of Rs.4,523,870/- for 57,420 units was debited to the Respondent, which included the difference bill of 25,795 units for the period from 10.10.2023 to 01.09.2024 was debited to the Respondent due to the difference in readings between the billing and the backup meter, which was challenged before the POI. During joint checking dated 17.12.2024 of the POI, the billing meter of the Respondent was found working within BSS limits, whereas the backup meter was found 10% fast. The joint checking report was signed by both parties without raising any objection.
- iii. According to Clause 6.1.2 of the CSM-2021, the meter reading above 40 kW up to 500 kW load is recorded by the SDO/AM (Operation) of the distribution companies, and the said officers will check the irregularities/discrepancies in the metering system and report the same discrepancy, according to Clause 6.1.4 of the CSM-2021. In the instant case, the connection under dispute is sanctioned for 45 kW load and the meter reading is being taken by the senior officer of the Appellant but the Appellant did not point out any irregularity in the billing, as well as the discrepancy in the metering equipment of the Respondent during the monthly readings, except the unilateral checking dated 01.09.2024. The Appellant claims that the impugned billing meter has been running slow since 10.10.2023, but they failed to substantiate their contention before the POI as well as NEPRA. During joint checking dated 17.12.2024 of the POI, the impugned meter was found within BSS limits, whereas the backup meter of the Respondent was found running 10% fast. The joint checking report was signed by both parties without raising any objection.
- iv. It is further observed that a difference of 25,795 units was observed between the billing and backup meters during the checking dated 01.09.2024 of the Appellant, whereas the bill of 57,420 units was charged by the Appellant in September 2024 without any justification.
- v. To further verify the contention of the Appellant regarding the above bill, consumption analysis is done in the table below:

Disputed period	Period after dispute
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Month	Units	Month	Units
Nov-23	32860	Oct-24	9920
Dec-23	12420	Nov-24	6300
Jan-24	8700	Dec-24	39220
Feb-24	13140	Jan-25	13200
Mar-24	22460	Feb-25	8680
Apr-24	22280	Mar-25	26780
May-24	29160	Apr-25	13320
Jun-24	28520	May-25	22480
Jul-24	29580	Jun-25	25160
Aug-24	29100	Jul-25	22780
Sep-24	31625	Aug-25	26000
Average	23622	Average	19440

The above table shows that the impugned billing meter recorded higher consumption as compared to the consumption charged during the disputed period as compared to the consumption charged during the period after the dispute. Hence, there is no justification to debit further detection bill to the Respondent.

8. Under these circumstances, we are of the considered view that the impugned bill of Rs.4,523,870/- for 57,420 units containing the difference bill of 25,795 units for the period from 10.10.2023 to 01.09.2024 due to the difference in readings between the billing and the backup meter is unwarranted, inconsistent with the provision of the CSM-2021, and the same declared null and void as already decided by POI.
9. Forgoing in view, the appeal is dismissed.

Abid Hussain
Member/Advisor (CAD)

Dated: 16-10-2025

Naweed Illahi Sheikh
Convener/DG (CAD)

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

