



National Electric Power Regulatory Authority

ISLAMIC REPUBLIC OF PAKISTAN

NEPRA Head Office

Attaturk Avenue (East) Sector G-5/1, Islamabad.

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**Consumer Affairs
Department**

TCD.03/2410-2025
May 29, 2025

Chief Executive Officer,
Gujranwala Electric Power Company (GEPCO),
565/A, Model Town GT Road, Gujranwala

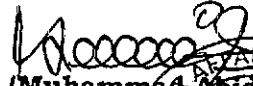
Subject: **DECISION IN THE MATTER OF COMPLAINT FILED BY MR. ASGHAR ALI RANA,
M/S LOWA INTERNATIONAL UNDER SECTION 39 OF THE REGULATION OF
GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT,
1997 AGAINST GEPCO REGARDING ILLEGAL RECOVERY OF ELECTRICITY BILL
Case No. GEPCO-NHQ-42117-08-24**

Please find enclosed herewith the decision of NEPRA Complaints Resolution Committee (CRC), dated May 29, 2025 regarding the subject matter for necessary action.

Encl: As above

Copy to:

1. C.E/ Customer Services Director,
Gujranwala Electric Power Company (GEPCO),
565/A, Model Town GT Road, Gujranwala.
2. Mr. Asghar Ali Rana,
Lowa International,
Plot # 19, Small Industrial Estate, Daska, Pakistan.
Cell # 0333-8711187.


(Muhammad Abid)
Assistant Director (CAD)
NEPRA
Islamabad
(CAD)



**BEFORE THE
NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
(NEPRA)**

Complaint No. GEPCO-NHQ-42117-08-24

M/s Lowa International

Through Mr. Asghar Ali Rana,
Plot # 19, Small Industrial Estate, Daska, Pakistan.
Cell # **0333-8711187**

..... Complainant

VERSUS

Gujranwala Electric Power Company (GEPCO)

565/A, Model Town GT Road, Gujranwala

..... Respondent

Date of Hearing: January 13, 2025
November 26, 2024
October 08, 2024

On behalf of:

Complainant: Mr. Asghar Ali Rana

Respondent:

Mr. Rana Muhammad Riaz, Addl. DCM, Revenue Officer (RO), GEPCO
Mr. Asim Shabbir, Commercial Assistant (CA), GEPCO

Subject: DECISION IN THE MATTER OF COMPLAINT FILED BY M/S LOWA INTERNATIONAL THROUGH MR. ASGHAR ALI RANA UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST GEPCO REGARDING ILLEGAL RECOVERY OF ELECTRICITY BILL

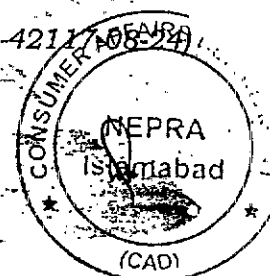
DECISION

This decision shall dispose of the complaint filed by M/s Lowa International through Mr. Asghar Ali Rana (hereinafter referred to as the "Complainant") against Gujranwala Electric Power Company Limited (hereinafter referred to as the "Respondent" or "GEPCO"), under Section 39 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (hereinafter referred to as the "NEPRA Act").

2. The Complainant in his complaint submitted that GEPCO disconnected his Companies' electricity connections i.e. M/s Rana Chemicals, M/s Lowa International, M/s Rana Brothers to recover outstanding defaulted bill of M/s Sandhu Steel Mills. The Complainant purchased the land of M/s Sandhu Steel Mills and at the time of purchase there was no electricity connection, electricity meter, transformer or machinery installed at the premises. After the passage of one year, the Complainant came to know that M/s Sandhu Steel Mills had defaulted the electricity bill. GEPCO lodged an FIR against the owners of M/s Sandhu Steel Mills leading to their arrest as well. The Complainant approached Honorable Lahore High Court for restoration of his electricity connections bearing reference No. 27-12227-0016504, 30-12227-0016505 & 30-12227-0117800 installed against (M/s Rana Chemicals), (M/s Lowa International), (M/s Rana Brothers) respectively. The Honorable Court ordered the Complainant to pay the defaulted amount against reference No. 28-13223-0480100 (M/s Sandhu Steel Mills) for restoration of electricity connections and further directed to approach appropriate forum. Thereafter, the

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CRC Decision: Asghar Ali Rana vs GEPCO (GEPCO-NHQ-42117-08-24)

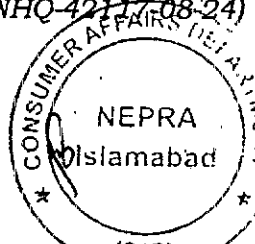


Complainant submitted his complaint before Chief Executive Officer (CEO), GEPCO, however, his grievances were not redressed, therefore, the Complainant approached NEPRA for redressal of the grievances.

3. The matter was taken up with GEPCO for submission of report. In response, GEPCO reported that the connections were disconnected due to outstanding dues of Rs. 21,297,114/- against M/s Sandhu Steel Mills against reference No. 28-13223-0480100. The Complainant purchased the said property i.e. M/s Sandhu Steel Mills and removed the boundary wall of M/s Sandhu Steel Mill and amalgamated the land into boundary limits of M/s Lowa International. In compliance with the High Court's Order, the Complainant has paid one third amount (Rs. 7,099,038/-) and submitted bank guarantee for the balance amount (Rs. 14,198,076/-) to GEPCO against reference No. 28-12223-0480100. Furthermore, GEPCO initiated Demand creation process against owners of M/s Sandhu Steel i.e. Muhammad Farooq s/o Muhammad Ismail for amounting to Rs. 21,297,114/- under Land Revenue Act by ADC (R) Sialkot vide Demand creation No. DRA/20/521 dated August 15, 2020. An FIR has also been registered at concerned Police Station by Naib Tehsildar/AC-I Sialkot.

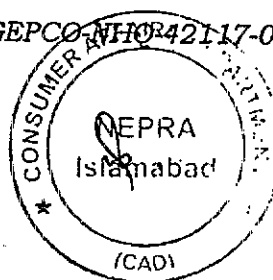
4. In order to probe further into the matter, hearings were held at NEPRA Head Office, Islamabad which were attended by both the parties (GEPCO and the Complainant) who advanced their arguments. The case has been examined in detail in the light of the arguments advanced by both the parties, documents placed on record and applicable law. The following has been concluded:

- (i) GEPCO issued a bill to M/s Sandhu Steel Mills bearing reference No. 36-12223-0079278 (old)/28-12223-0480100(New) installed on the name of Mr. Muhammad Farooq s/o Muhammad Ismail for amounting to Rs. 19,131,547/- for the month of December 2019 with due date January 21, 2020. The consumer did not pay the bill, therefore, the supply was disconnected on January 25, 2020. The consumer submitted a cheque No. 9302270 dated January 29, 2020 as guarantee, however, the cheque bounced back due to insufficient funds. In view of the said, GEPCO registered an FIR against the consumers i.e. Muhammad Farooq s/o Muhammad Ismail and Muhammad Arshad s/o Muhammad Sadiq.
- (ii) The next bill of remaining pending units of January, 2020 was issued amounting to Rs. 11,145,005/- and the total defaulted amount raised up to Rs. 32,912,114/-. After adjustment of security amount i.e. Rs. 10,115,000/-, an amount of Rs. 22,797,114/- remained pending against P-Disc connection of the consumer i.e. Muhammad Farooq (M/s Sandhu Steel Mill). Meanwhile, the defaulted consumer M/s Sandhu Steel removed the machinery from site and the land owner i.e. Faiz-ur-Rehman & Muhammad Imran sold the land to Mr. Asghar Ali Rana on February 25, 2020 with acknowledgement of payment of any utility dues if raised against the said property pertaining to the period prior to sale of the premises. Subsequently, GEPCO issued first notice dated July 07, 2020 for recovery of outstanding amount of Rs. 22,170,230/- till June, 2020 (recoverable from M/s Sandhu Steel Mills) on the name of Mr. Muhammad Farooq (previous occupant of the premises), however, the notice was received by security guards on behalf of Mr. Asghar Ali Rana, new owner of the premises. GEPCO issued another notice on July 30, 2020 to M/s Rana Chemicals bearing reference No. 30122270117800 to pay the default amount being the successor of the property where connection was installed. GEPCO issued one more notice pertaining to payment of dues of M/s Sandhu Steel Mills on November 22, 2021 to M/s Rana Chemicals for the payment of dues of defaulter premises. In response the Complainant submitted to GEPCO that they have no relation or not the successor of M/s Sandhu Steel Mills and the property was clear from all kind of utility bills/dues at the time of purchase.



- (iii) Mr. Asghar Ali Rana challenged the notices in Lahore High Court Lahore vide WP No.78923 of 2021. The High Court refrained GEPCO from disconnection of the electricity running in the name of Mr. Asghar Ali Rana. On January 25, 2024 Mr. Asghar Ali Rana further filed a civil suit in the Court of learned Senior Civil Judge, Sialkot vide CS NO.78/2024 for grant of temporary injunction against the recovery notice of Tehsildar Recovery Daska but it was duly declined by the court of Law on July 06, 2024. Later on GEPCO disconnected electricity supply of M/s LOWA International bearing reference No. 30122270016505 R and M/s Rana Brothers bearing reference No. 30-12227-0117800 (another company where the Complainant is partner). GEPCO issued a notice dated March 29, 2024 to disconnect the connection of Asghar Ali Rana (installed at his residence bearing reference No. 27122270016504R) and the same was disconnected on April 15, 2024.
- (iv) The Complainant filed a WP NO.24369/2024 dated April 29, 2024, in Lahore Court Lahore against the disconnection of supply. The honorable Lahore High Court ordered to resume the electricity connection of the petitioner subject to the payment of one third of disputed amount within fortnight and furnishing irrevocable bank guarantee covering the remaining amount within a month. The consumer filed an ICA appeal No.31401/2024 in Lahore High Court Lahore, which was rejected. The Complainant then paid one third of disputed amount worth Rs. 7,099,038/- on May 29, 2024 and the supply was then restored. The amount was paid against reference No.28-12223-0480100 (M/s Sandhu Steel Mills).
- (v) Clause 1.4 (25) of Consumer Service Manual (CSM) provides that consumer means a person or his successor-in-interest who purchases or receives electric power for consumption including a person who owns or occupies a premises where electric power is supplied. Moreover, according to Clause-8.2.8 of Consumer Service Manual (CSM) for recovery purpose DISCO can disconnect or shift the default amount after allotting permanent disconnection code to other connection of the same owner. In the instant case, the land having default payment was purchased by Asghar Ali Rana, therefore, he is responsible for clearance of outstanding dues of GEPCO against the purchased premises and GEPCO can shift the dues against connection installed at residence of the Complainant for recovery purpose. However, supply of other companies i.e. M/s LOWA International and M/s Rana Brothers cannot be disconnected as the connections of these companies are not installed against the CNIC of the Complainant.
- (vi) During the hearings, the Complainant produced the sale deed of the impugned premises whereby it was mentioned that the premises is clear from all kind of disputes etc. and the seller is responsible for any kind of dues pertaining to the premises prior to sale and requested that GEPCO should transfer the disputed amount to the actual defaulter i.e. M/s Sandhu Steel Mills or to the previous owners of the land i.e. Mr. Faiz-ur-Rehman etc as the dues pertains to the period prior to sale/purchase of the premises. As such there is no dispute of billed amount instead the same pertains to responsibility of payment of the defaulted amount and violation of any clause of sale deeds does not fall under the purview of NEPRA.
- (vii) According to Clause 2.13.1(a) of Consumer Service Manual (CSM), if the consumer sells his property where the connection is installed, it shall be obligatory upon the new owner to apply to DISCO for change of name, however, in this case the occupant/Complainant did not approach GEPCO.


5. Foregoing in view it is concluded that clearance of the dues of any premises is the responsibility of the occupant of the premises (Present Owner), therefore, GEPCO can take necessary measures for recovery of bill against the connection installed on the defaulted



premises. Furthermore, the Complainant may approach relevant forum(s)/court(s) of law for recovery of GEPCO's dues from the previous owner if there is violation of any clause of sale deed/agreement. Further proceedings in the matter are being closed by this office in above terms.



(Lashkar Khan Qambrani)
Member Complaints Resolution Committee/
Director (Consumer Affairs)



(Muhammad Irfan ul Haq)
Member Complaints Resolution Committee/
Assistant Legal Advisor



(Naweed Illahi Shaikh)
Convener Complaints Resolution Committee/
Director General (CAD)

Islamabad, May 29, 2025

