



# National Electric Power Regulatory Authority

ISLAMIC REPUBLIC OF PAKISTAN  
NEPRA Tower Ataturk Avenue (East),  
Sector G-5/1, Islamabad.  
Ph:051-2013200, Fax: 051-2600021

## Consumer Affairs Department

TCD.03/ 1206 -2023  
March 20, 2023

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

Subject: **DECISION IN THE MATTER OF REVIEW PETITION FILED BY MR. FAROOQ AHMED S/O CH. MUHAMMAD ASHRAF UNDER RULE 11 OF THE NEPRA COMPLAINT HANDLING AND DISPUTE RESOLUTION PROCEDURE RULES, 2015 AGAINST DECISION DATED NOVEMBER 03, 2022 PASSED BY THE CONSUMER COMPLAINTS TRIBUNAL NEPRA**  
**Complaint No. GEPCO-NHQ-13022-05-22**

Please find enclosed herewith the decision of the NEPRA Complaints Tribunal dated March 20, 2023 regarding the subject matter for necessary action, please.

Encl: As above

*(Signature)* 20/03/2022  
(Muhammad Abid)  
Assistant Director (CAD)

Copy to:

1. C.E/ Customer Services Director,  
Gujranwala Electric Power Company (GEPCO),  
565/A, Model Town GT Road, Gujranwala.
2. Chief Engineer (Planning)  
Gujranwala Electric Power Company (GEPCO),  
565/A, Model Town GT Road, Gujranwala.
3. Mr. Ghulam Rasool  
Assistant Director (CAD),  
Office # 87, Block M, Trust Plaza, Gujranwala.  
Ph # 055-3822766
4. Mr. Farooq Ahmed S/o Ch. Muhammad Ashraf,  
Canal Valley, Malianwala, Wazirabad Road,  
Tehsil Daska, District Sialkot  
Cell: 0300-6447858



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

**IN THE CASE OF  
REVIEW PETITION AGAINST THE DECISION PASSED IN THE MATTER OF  
COMPLAINT NO. GEPCO-NHQ-13022-05-22**

**Mr. Farooq Ahmed S/o Ch. Muhammad Ashraf**  
Canal Valley, Malianwala, Wazirabad Road,  
Tehsil Daska, District Sialkot.

..... Petitioner

**VERSUS**

**Gujranwala Electric Power Company (GEPCO)**  
565/A, Model Town GT Road, Gujranwala.

..... Respondent

**Date of Hearing:** January 12, 2023

**On behalf of**

**Complainant:** 1) Mr. Farooq Ahmed  
2) Mr. Muhammad Jalil

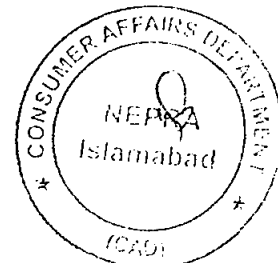
**Respondent:** 1) Mr. Shahzad Azam Addl. S.E, GEPCO  
2) Mr. Arslan Aslam, XEN GEPCO, Daska

**Subject:** DECISION IN THE MATTER OF REVIEW PETITION FILED BY MR. FAROOQ AHMED S/O CH. MUHAMMAD ASHRAF UNDER RULE 11 OF THE NEPRA COMPLAINT HANDLING AND DISPUTE RESOLUTION PROCEDURE RULES, 2015 AGAINST DECISION DATED NOVEMBER 03, 2022 PASSED BY THE NEPRA CONSUMER COMPLAINTS TRIBUNAL

**DECISION**

This decision shall dispose of the review petition filed by Mr. Farooq Ahmed S/o Ch. Muhammad Ashraf (hereinafter referred to as "the Petitioner or Sponsor") against the decision of NEPRA Consumer Complaints Tribunal dated November 03, 2022 under Section 11 of the NEPRA Complaint Handling and Dispute Resolution Procedure Rules, 2015

2. Brief facts of the case are that the Petitioner/Sponsor of "Canal Valley" (Housing Scheme), Daska applied to GEPCO for external electrification of the scheme in the year 2021. Accordingly, GEPCO approved the case and issued a demand notice amounting to Rs. 6,846,000/- (on account of capital cost, design vetting charges and grid sharing charges). The Sponsor paid the demand notice in full on October 07, 2021. The rates of material were revised w.e.f. November 01, 2021, therefore, in order to recover the difference of capital cost; an additional demand notice amounting to Rs. 3,378,000/- was issued to the Complainant for payment on March 22, 2022. Being aggrieved from the revised demand notice, the Petitioner filed a complaint at NEPRA whereby the revised demand notice was challenged by the Petitioner and he requested to direct GEPCO to withdraw the same being unjustified.

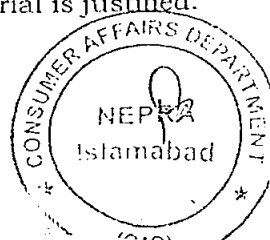


3. NEPRA processed the Complaint and subsequently hearings were conducted wherein both the parties participated. The case was examined in detail in the light of arguments advanced by the parties and applicable law. After due deliberation and scrutiny of available record; NEPRA Consumer Complaints Tribunal observed that the Complainant is liable to pay the cost of escalation of material if occurred during forty six (46) days of payment of first demand notice and not liable for escalation cost if occurred after the prescribed time frame. In the instant case, the demand notice was paid on October 07, 2021 and revision of rates was occurred w.e.f. November 01, 2021 which is within forty six (46) days of payment of first demand notice, therefore, it was concluded that the Complainant is liable for payment of additional demand notice amounting to Rs. 3,378,000/- on account of escalated rates of materials. Later on the petitioner filed a review petition against the said decision. The petitioner in his petition submitted that he applied to GEPCO for external electrification of his society on June 22, 2021. According to Clause-2.10.2 of Consumer Service Manual (CSM) time frame for issuance of demand notice for 445 kW load is 12 days after registration of application, however, GEPCO issued demand notice No. 1497 on October 06, 2021 after laps of 106 days of registration of application. The demand notice was paid on October 07, 2021 and after payment of demand notice, the material was required to be issued and work other than meter installation should have been executed within thirty (36) days but the same was not done by GEPCO. In order to proceed further a hearing was conducted on January 12, 2023 at NEPRA Head Office, Islamabad which was attended by both the parties.


4. During the above hearing, the Petitioner submitted that in the decision dated November 03, 2022; NEPRA Consumer Complaints Tribunal has included ten (10) days of metering installation in the time period for completion of work and directed that *"the Complainant is not liable to pay the difference of Capital cost if enhancement in material occurred after forty (46) days of payment of first demand notice in full"*. The ten (10) days of meter installation should not be included in the time frame for execution of work and total time for execution of work should be considered thirty six (36) days instead of forty six (46) days. If these ten (10) days are excluded from given time frame; the responsibility for escalation of cost will rest with GEPCO. The Petitioner also submitted that issuance of revised demand notice is violation of Clause 2.4.6 of Consumer Service Manual (CSM) whereby once demand notice is paid in full; no further charges/demand notice can be raised against the applicant on account of escalation of rates of material. The Complainant also apprised that GEPCO issued demand notice with delay of 106 days after registration of application, however, on a query the Complainant submitted that he did not approach to GEPCO for issuance of demand notice after submission of application. The Complainant also did not raise any observation regarding late issuance of demand notice in his first complaint at NEPRA.

5. The decision of NEPRA Consumer Complaints Tribunal dated November 03, 2022 has been reviewed in the light of arguments of the Complainant/Petitioner. The stance of the Complainant regarding excluding ten (10) days required for metering installation from total time frame of forty six (46) days is valid. Therefore, ten (10) days of meter installation should be excluded from time frame for execution of work. In view of the said, GEPCO should have completed the work within thirty six (36) days of payment of demand notice. The Complainant is liable to pay the cost of escalation of material if occurred during thirty six (36) days of payment of first demand notice and not liable for escalation cost if occurred after the prescribed time frame.

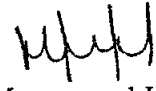
6. The total load of the society is 445 kW, therefore, after deduction of ten (10) days of meter installation, time frame for GEPCO for provision of supply; given in Consumer Service Manual (CSM) for load above 70 kW but not exceeding 500kW, will be within thirty six (36) days of payment of demand notice. In the instant case, demand notice was issued by GEPCO on October 06, 2021 which was paid by the Complainant on October 07, 2021. Accordingly, GEPCO was required to complete execution of work within thirty six (36) days of payment of first demand notice i.e. upto November 12, 2021 (the time period under which GEPCO was obligated to execute the work). However, the rates of material were enhanced w.e.f. November 01, 2021 which is within thirty six (36) days of payment of first demand notice, therefore, the petitioner is liable for payment on account of escalation of rates of material. In view of the said, additional demand notice amounting to Rs. 3,378,000/- on account of escalated rates of material is justified.



7. Foregoing in view, it is concluded that the additional demand notice issued by GEPCO is payable by the Complainant. The earlier decision of the NEPRA Consumer Complaints Tribunal is upheld.

  
20/3/2023

(Lashkar Khan Qambrani)  
Member Consumer Complaints Tribunal  
Director (CAD)

  
20/3/23

(Moqem ul Hassan)  
Member Consumer Complaints Tribunal  
Assistant Legal Advisor (CAD)

  
20/3/23

(Naweed Illahi Shaikh)  
Convener Consumer Complaints Tribunal/  
Director General (CAD)

Islamabad, March 20, 2023

