



# National Electric Power Regulatory Authority

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

## Consumer Affairs Department

TCD 06/ <sup>6922</sup> -2022  
November 18, 2022

Chief Executive Officer,  
Multan Electricity Power Company (MEPCO),  
MEPCO Complex, WAPDA Colony,  
Khanewal Road, Multan.

Subject: **DECISION IN THE MATTER OF COMPLAINT FILED BY PROF. SAEED AHMAD, UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST MEPCO REGARDING ISSUANCE OF ADDITIONAL DEMAND NOTICE.**

Complaint # MEPCO-MUL-17208-10-22

Please find enclosed herewith the decision of the NEPRA Consumer Complaints Tribunal dated November 18, 2022 regarding the subject matter for necessary action and compliance within twenty (20) days, positively.

  
(Muhammad Abid)  
Assistant Director (CAD) 18/11/2022

Encl: As above

Copy to:

1. C.E./Customer Services Director  
Multan Electricity Power Company (MEPCO)  
MEPCO Complex, WAPDA Colony,  
Khanewal Road, Multan.
2. Mr. Raheel Azhar, (Deputy Director)  
NEPRA Regional Office, Office No 39,  
1st Floor, Orient Mall Khanewal road near,  
Chowk Kumharanwala, Multan.
3. Prof. Saeed Ahmad  
Postal Address: G-91, Street 12,  
DHA Phase-6 Lahore.  
Contact # 0333-4268347



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

**Complaint No. MEPCO-MUL-17208-10-22**

**Prof Saeed Ahmad**

Postal Address: G-91, Street 12,  
DHA Phase -6 Lahore.

..... **Complainant**

**VERSUS**

**Multan Electric Power Company (MEPCO)**

MEPCO Complex, WAPDA Colony,  
Khanewal Road, Multan.

..... **Respondent**

**Date of Hearing:** November 8, 2022

**Complainant:** Professor Saeed Ahmed

**Respondent:** XEN (Operations) Kot Addu Division, MEPCO

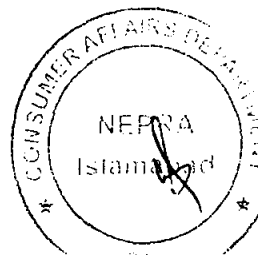
**SUBJECT: DECISION IN THE MATTER OF COMPLAINT FILED BY PROF SAEED AHMAD UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST MEPCO REGARDING ISSUANCE OF ADDITIONAL DEMAND NOTICE**

**DECISION**

This decision shall dispose of the complaint filed by Prof. Saeed Ahmad (hereinafter referred to as the "Complainant") against Multan Electric Power Company (hereinafter referred to as the "Respondent" or "MEPCO"), under Section 39 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (hereinafter referred to as the "NEPRA Act").

2. NEPRA received a complaint from Prof. Saeed Ahmad wherein the issue agitated by the Complainant was that he applied to MEPCO for provision of new agricultural connection whereby a demand notice dated July 28, 2021 amounting to Rs. 1,355,679/- was issued by MEPCO which was subsequently paid on July 28, 2021 however, the connection was not installed. The Complainant further submitted that MEPCO issued revised/second demand notice on February 22, 2022 for payment amounting to Rs. 7,74,181/- due to price escalation. Being aggrieved with revised/second demand notice, he requested this office to direct MEPCO to install the connection as per the already paid demand notice.

3. The subject matter was taken up with MEPCO. In response, MEPCO vide its report dated November 01, 2022 reported that after completion of departmental formalities, Demand Notice was issued to the complainant which was paid by the Complainant. The material rates were revised w.e.f October 01, 2021 and revised demand notice was issued to the applicant on February 22, 2022 but the applicant refused to pay the revised demand notice and lodged complaint. MEPCO further added that the complainant has signed

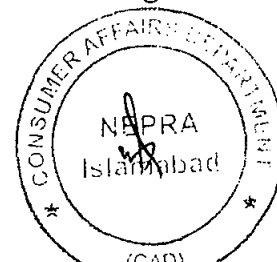


abridged condition of supply along with application form as per which he is liable to pay the revised Demand Notice.

4. In order to finalize the matter, a hearing was held on November 08, 2022 at NEPRA Head Office, Islamabad which was attended online vide Zoom Application by both the parties. During the hearing MEPCO officials submitted that the connection was not installed due to non-availability of required material in stock balance of MEPCO. During the year 2021-22 numerous tenders were issued but scraped due to non-participation of bidders and escalation in raw material rates, therefore, no material could be procured.

5. The case has been examined in detail in light of the record made so available by the parties, arguments advanced during the hearing and applicable law. Following has been observed:

- (i) The Complainant applied to MEPCO for a new agricultural connection on June 30, 2021 for 19.00 kW load. In response, MEPCO approved the application and accordingly issued a demand notice amounting to Rs. 1,355,679/- on July 28, 2021 which was paid by the Complainant on the same day i.e. July 28, 2021. However according to MEPCO, the connection remained pending for installation due to non-availability of required material. Later, another/second demand notice amounting to Rs. Rs. 7,741,81/- was issued to the Complainant for payment on February 22, 2022.
- (ii) MEPCO did not commence execution work on the plea that material was not available in its store. The Complainant paid the demand notice in full on July 28, 2021. MEPCO should have arranged material however, the same was not done. In the meanwhile, material rates were revised during October, 2021. MEPCO issued revised demand notice to the Complainant on February 22, 2022 as per the rates applicable vide price bulletin effective from October 01, 2021.
- (iii) Clause 2.7.1 of Consumer Service Manual (CSM) provides that in case where work is required to be carried out by DISCO and there is shortage of material or the material is not available due to any reason; DISCO may ask the sponsor/applicant to procure required material as per the specifications of DISCO at its own from the approved vendors of DISCO. In such case, material procured by the applicant shall be inspected/approved and installed by DISCO and the applicant will be charged 2.5% of the total cost of material as inspection fee and 8% of the material cost as installation charges. However, MEPCO didn't ask the Complainant for the same.
- (iv) MEPCO is of the view that stock balance of MEPCO store was not sufficient for the allocation of material against the said connection. During 2021-22 numerous tenders were issued but scraped due to non-participation and escalation in raw material rates. Resultantly, material was not timely procured by MEPCO. This point of view of MEPCO is baseless. MEPCO should have asked the sponsor to procure material as per the specifications of MEPCO, as provided in CSM, however, the same was not done by MEPCO.
- (v) The load of the connection is 19.00 kW. According to time frame for new connections given in NEPRA Performance Standards (Distribution) Rules-2005 read with Consumer Service Manual (CSM) DISCOs are required to provide electricity connection for load above 15 kW but not exceeding 70 kW within thirty four (34) days after payment of demand notice. According to the provision of law; the connection should have been provided by August 31, 2021. However, in the instant case, even after lapse of more than a year of payment of demand notice, MEPCO has not yet provided the connection.
- (vi) MEPCO is of the view that at the time of application; the Complainant signed the abridged conditions therefore he is liable to pay the revised Demand Notice. There is no force in MEPCO's version as the abridged conditions are in contradiction with provisions of CSM. According to the Clause 2.4.6 of the CSM, once demand notice is issued by DISCO and is paid by the applicant in full, no further charges/demand notice can be raised against the applicant on



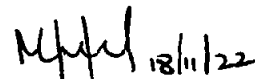
account of escalation of rates of material. The same is reflected in the instant matter through documentary evidence on record wherein the first demand notice issued to the Complainant was paid in full amounting to Rs. 1,355,679/- within prescribed time period of 34 days as per SOPS. In view of the said, penalizing the Complainant through additional/revised demand notice on account of negligence etc. of the concerned MEPCO officials is unwarranted. Moreover, NEPRA Performance Standards (Distribution) Rules-2005 and Consumer Service Manual (CSM) envisage a certain time limit for energization of connection after payment of demand notice. Moreover, abridged conditions have been replaced with Power Supply Contract form provided in CSM which is in field and MEPCO should follow the same in true letter and spirit:

- (vii) The Complainant is liable to pay the cost of escalation of material if occurred during thirty four (34) days of payment of first demand notice and not liable for escalation cost if occurred after the prescribed time frame. In this case, the demand notices were paid on July 28, 2021; therefore, the connection was required to be installed by August 31, 2021. In view thereof, the Complainant is liable for payment on account of escalation of material if occurred by August 31, 2021. In view of the said, penalizing the Complainant through additional/revised demand notice on account of mismanagement on part of MEPCO officials is unwarranted and illegal.
- (viii) In similar nature of cases i.e. Mr. Allah Bakhsh vs. MEPCO and Mr. Muhammad Abid vs. MEPCO, NEPRA vide decisions dated September 06, 2022 and November 03, 2022 respectively, directed MEPCO to issue revised demand notice to the Complainants as per the rates applicable for the time period under which MEPCO was obligated to energize the connection, which have been implemented by MEPCO


6. From the above, it is concluded that MEPCO issued demand notice to the Complainant on July 28, 2021 which was paid by the Complainant on the same date i.e. July 28, 2021. According to provisions of law, the connection was required to be installed within (34) days of payment of demand notice i.e. August 31, 2021, however, MEPCO failed to install the connection within the stipulated time period. The Complainant is liable to pay escalated charges if occurred upto August 31, 2021 (the time period under which MEPCO was obligated to energize the connection) Foregoing in view, MEPCO is directed to issue revised demand notice to the Complainant as per the rates applicable as on August 31, 2021. Upon payment of difference of cost (if any) MEPCO shall provide connection without further delay after completion of all the codal formalities. Further, MEPCO is directed to place in field the Power Supply Contract as provided in CSM and follow its provisions in true letter and spirit. Compliance report be submitted within twenty (20) days.

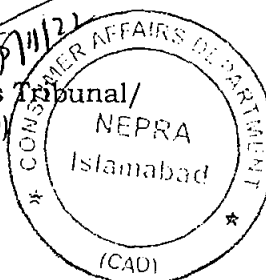


(Lashkar Khan Qambrani)  
Member Consumer Complaints Tribunal  
Director (CAD)



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

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



Islamabad, November 18, 2022