



National Electric Power Regulatory Authority
Islamic Republic of Pakistan

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**OFFICE OF THE
REGISTRAR**

No. NEPRA/CAD/TCD-05/11222-24


August 16, 2016

Chief Executive Officer
Lahore Electric Supply Company Ltd.
22-A, Queens Road,
Lahore

**Subject: DECISION IN THE MATTER OF COMPLAINT FILED BY NISHAT
MILLS LIMITED (NML) UNDER SECTION 39 OF THE REGULATION
OF GENERATION, TRANSMISSION AND DISTRIBUTION OF
ELECTRIC POWER ACT, 1997 AGAINST LESCO
Complaint LESCO-59/2016**

Please find enclosed the Order of NEPRA in the subject matter for compliance
within thirty (30) days of receipt of the Order.

Encl:/As above


16/8/16
(Iftikhar Ali Khan)
Director

Copy:-

1. C.E/ Customer Services Director
Lahore Electric Supply Company Ltd.,
22-A, Queens Road, Lahore
2. Mr. Mehmood Akther,
Director, Nishat Mills Limited,
7-Main Gulberg, Lahore



BEFORE THE
NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
(NEPRA)

Complaint No. LESCO-59/2016

Nishat Mills Limited (NML)
7-Main Gulberg, Lahore

Complainant

Versus

Lahore Electric Supply Company Limited
(LESCO), 22-A, Queens Road,
Lahore

Respondent

Date of Hearing June 23, 2016

Date of Decision August , 2016

On behalf of :-

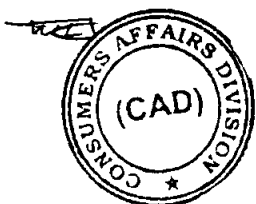
Complainant (1). Mr. Mehmood Akhter (Director)
 (2). Mr. Farid Islam (Legal Counsel)

Respondent (1). Mr. Furqan Naveed (Legal Counsel)

Subject: - DECISION IN THE MATTER OF COMPLAINT FILED BY NISHAT MILLS LIMITED (NML) UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST LESCO

ORDER

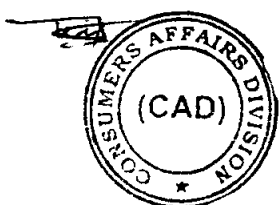
This Order shall dispose of the complaint dated May 13, 2016 filed by Nishat Mills Limited (hereinafter referred to as "NML" or the "Complainant") under Section 39 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997



(hereinafter referred to as the "NEPRA Act") against Lahore Electric Supply Company Limited (hereinafter referred to as the "Respondent" or "LESCO").

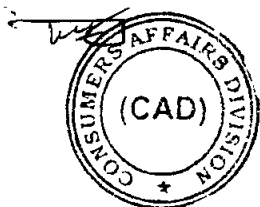
(2). Brief facts of the case are that the NML/Complainant filed a complaint against LESCO for non-implementation of the Determination of the Authority dated October 05, 2015 (the Determination) pertaining to Modification-I of its Generation Licence (No. SGC/40/2008, dated September 02, 2008). NML/ Complainant submitted that the Authority vide its said Determination/decision approved the Licensee Proposed Modification (LPM) for addition of various new Generation Facilities thereby increasing its Installed Capacity to 128.241 MW. Further, the Authority through its above mentioned Determination/decision also allowed NML/Complainant supplying to its different Industrial Units/Affiliated Units located at distinct locations from its various Generation Facilities by laying feeders passing through the exclusive service territory of LESCO which were to be handed over to LESCO on mutually agreed terms and conditions as was done previously in other cases. However, LESCO did not consent to the proposal contained in the Determination despite taking up the matter through a series of reminders. In this regard, NML/Complainant also submitted an intervention request as part of the proceedings of the petition of Multi Year Tariff of LESCO. In reply to the said, LESCO submitted that the Authority may consider the request of NML/Intervener in term of Rule 7 of NEPRA Licensing (Generation) Rules 2000 read with article 9.4 of the Distribution Licence of LESCO through a separate regulatory proceeding. Accordingly, the Authority directed NML to seek the appropriate remedy under the relevant provisions of the NEPRA Act and file a complaint; which has been submitted by NML through the instant complaint.

(3). In consideration of the above, the matter was taken with LESCO directing it to submit Para-wise comments on the submitted complaint. LESCO through its letter No. 24167-20 dated June 01, 2016 forwarded its earlier report dated May 02, 2016 wherein LESCO submitted that in pursuance of the Determination, NML approached LESCO seeking a "No Objection" for constructing feeders falling within Service Territory of LESCO, for the purpose of supply of electricity from NML's various generation facilities/units to its affiliated manufacturing units. As per the request of NML, after construction, the Feeders will be handed over to LESCO, which will have control over the same in order to maintain and operate them as an isolated system from its existing distribution facilities. In return, NML had offered to compensate LESCO through payment of Operation & Maintenance Charges to be agreed between the parties. The request of NML as well as the Determination of the Authority

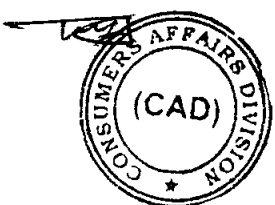


has been considered. The Authority in its above mentioned Determination observed that for supplying electric power to its affiliated industrial units, NML would be required to lay down the Feeders on public property, which inter alia is a part of the Service Territory of LESCO. While acknowledging the exclusivity of LESCO in respect of its Service Territory, the Authority stated that LESCO is obligated to offer its distribution system to any licensee for supplying to a Bulk Power Consumer (BPC) against use of system charges in terms of the Distribution Licence. For the said reason, it was stated that "...LESCO may consider providing the connectivity for transporting the electric power for a BPC/affiliated unit from a generating company." Furthermore, while acknowledging the fact that laying of the Feeders by NML, will require modification in the Distribution Licence of LESCO. The Authority has not considered it desirable to modify the Distribution License of LESCO instead it has directed NML and LESCO to agree to a beneficial arrangement on mutually agreed terms and conditions for laying the Feeders to allow supplying to the prospective proposed affiliated industrial units of NML.

(4). LESCO further submitted that for the purposes of tariff to be charged by NML from its affiliated industrial units, NEPRA has directed NML to agree to a bilateral agreement with its affiliated industrial units and submit the same to NEPRA for approval in terms and accordance with Rule (6)(1)(b) of the NEPRA Licensing (Generation) Rules 2000 which deals with charging of tariff in pursuance to a Second-Tier Supply Authorization (STSA). It is also critical to point out that whilst the Authority allowed addition of the additional generation facilities to NML as requested and supplying of electricity to different industrial units/affiliated units but did not change the terms and conditions of the existing STSA of NML. The Article 9.4 of LESCO's Distribution Licence mandates it to entertain the request for second-tier supply and enter into an agreement with any second-tier supplier for use of system charges and connection to the distribution system on terms and conditions specified in STSA subject to section 22 of the NEPRA Act. LESCO contested that from the reading and analysis of the Determination, it is evident that the Authority has considered and acknowledged the exclusivity of LESCO in respect of its Service Territory and has not modified Distribution Licence of LESCO. Keeping the same in view, it may be pointed out that in terms of the provisions of the NEPRA Act and the relevant Rules, a generation licensee (NML, in the instant case) may provide electric power or ancillary services to a BPC through use of the service territory of a distribution company and engage in second-tier supply business on such terms and conditions as may be specified in STSA by the Authority. The same appears to be the only mechanism provided by law to carve out the exclusivity of the

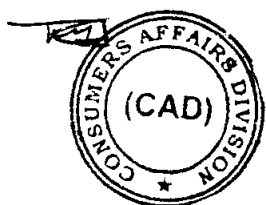


service territory of a distribution company. However, it may be pointed out that while allowing the request of NML to supply electric power to its various affiliated industrial units through use of the Service Territory of LESCO, no STSA has been given to NML to this effect rather the terms and conditions of the existing STSA have been maintained. LESCO contested that it is not obligated under law to allow NML to lay the Feeders in its Service Territory and supply electric power to its affiliated industrial units as the same do not appear to fall within the permitted legislative framework. Additionally, execution of a bilateral agreement between affiliated units of NML may also not be legally possible, being part of a single legal person/entity. LESCO submitted that as and when NML obtains requisite STSA from the Authority for supply of electric power by NML to its various affiliated industrial units, LESCO will be in a position to proceed further into the matter and entertain the request of NML in terms of the prevailing legislative framework. LESCO further submitted that section 22 (1) of the NEPRA Act provides a time period of fifteen (15) years from the commencement of the NEPRA Act where permission of the Authority is required by a generation company to sell electric power to a BPC in the service territory of another distribution company. The same appears to be a “sunset” provision enacted for a specified period. Similarly, proviso to section 21 (2) of the NEPRA Act, which provides for the exception to exclusive right of a distribution company to the effect that a generation company may make sales of electric power to a BPC within such territory of a distribution company as NEPRA may allow is also subject to section 22 of the NEPRA Act and period of fifteen years. The proviso to Section 21 (2), section 22 of the NEPRA Act as well as rule 7 of the Rules were interpreted by a learned Single Judge of the Honorable Sindh High Court at Karachi in a judgment reported as PLD 2014 Sindh 574 to the effect that: (i) both proviso to section 21 (2) and section 22 of the NEPRA Act are “sunset” provisions and the same ceased to be operative/effective on December 14, 2012; hence, no permission can be granted by NEPRA to any generation company or distribution company to sell electric power in terms as provided for in the said provisions; and (ii) with effect from December 14, 2012, no permission could be granted by NEPRA under rule 7 of the Rules to any generation company in any situation to which either the proviso of section 21 (2) or section 22 of the NEPRA Act would have applied. For the purposes of completeness, it may also be pointed out that such findings were left open to further interpretation by the Division Bench of the Honourable Sindh High Court at Karachi while disposing of the appeal against said judgment, which was held to have become infructuous on account of the peculiar facts of that case. It was prayed that NML may be required to obtain requisite STSA from NEPRA for supply of electric power by NML to its

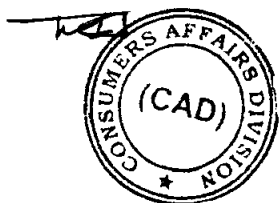


various affiliated industrial units so as to bring the same in line with the applicable legal framework.

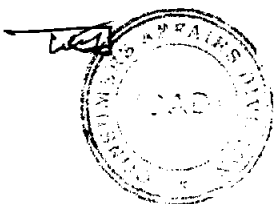
(5). In order to further look into the matter, a hearing was arranged on June 23, 2016 at NEPRA Head Office Islamabad which was attended by the representatives of NML and LESCO/Respondent. In the hearing the representative of LESCO reiterated its earlier submissions as explained at Para 3 & 4 above. Whereas, the representatives of NML/Complainant submitted their written/verbal arguments stating that pursuant to the Determination of the Authority, it approached LESCO for laying the feeder at its own cost to be handed over to LESCO so that electric power can be transported from different generation facilities of NML to its different manufacturing units (the "NML Units") which all are under the control and ownership of NML. In consideration of the said, LESCO, in its comments dated May 02, 2016, has taken the position that NML is required to obtain STSA from the Authority for supply of electric power from its generating facilities to the NML Units. This position of LESCO is not valid and not supported by the NEPRA Act and the Rules framed thereunder. A Bulk Power Consumer (BPC) and the licensee (in this case NML) are two separate persons. Although the term "person" as defined in the NEPRA Act includes a "concern" or an "undertaking", such concern or undertaking have to be different from the second-tier supplier. In case NML Units are considered as BPCs, NML (being the licensee) will be considered as a second-tier supplier. Since the licensee and the BPCs must be two separate persons, the NML Units are not BPCs because NML and NML Units are one person in the eyes of law. The Clause 9.4 of the Distribution Licence allows LESCO to enter into an agreement "for use of system and connection to the system" with any second-tier supplier. The term "system" in this clause means the "distribution system" of LESCO, which is "the distribution facilities situated within the Service Territory owned or operated by the licensee for distribution of electric power including, without limitation, electric lines or circuits, electric plant, meters, interconnection facilities or other facilities operating at the distribution voltage, and shall also include any other electric lines, circuits, transformers, sub-stations, electric plant, interconnection facilities or other facilities determined by the Authority as forming part of the distribution system, whether or not operating at the distribution voltage". Therefore, clause 9.4 of the Distribution License envisages the receipt of electricity by LESCO in its distribution system from any second-tier supplier. The Para E, clause (vi), of the Determination importantly, provides "... the Authority is of the view that NML or prospective Industrial Units/Affiliated Units may construct the distribution lines at their cost and hand over the same, either on lease basis or through outright sale to LESCO. However, LESCO



would not connect the said facilities with its main distribution system.....". Accordingly, the distribution lines to be laid down by NML would not be considered as the "distribution system" of LESCO. The Clause 9.4 or any other clause of the Distribution License does not restrict LESCO to enter into an arrangement similar to the arrangement allowed under the Determination. Section 21(2)(b) of the NEPRA Act, importantly, provides "...The licensee shall be responsible to provide distribution service and make sales of electric power within its territory on a non-discriminatory basis to all the consumers who meet the eligibility criteria laid down by the Authority." Furthermore, under Section 7 of the NEPRA Act, the Authority is exclusively responsible for regulating the provision of "electric power services", which means "the generation, transmission or distribution of electric power and all other services incidental thereto". With the conjunctive reading of Section 7 (including Sub-section (2)(a) and (j)) and Section 21(2)(b) of the NEPRA Act, it can be validly argued that the Authority can direct LESCO to enter into the arrangement as per the criteria laid down in the Determination, which direction will not be a violation of the NEPRA Act and the Distribution License of LESCO. As a consideration for entering into the arrangement under the Determination, LESCO may demand certain charges from NML for using its territory for laying the distribution lines and managing the same by LESCO. Accordingly, NML and LESCO may enter into a mutually beneficial agreement as per the determination. LESCO in its comments has taken a totally wrong and untenable view. It considers that NML Units could be treated as BPCs irrespective of the fact that the NML Units and NML is one entity. If the position of LESCO is allowed, then how an entity can enter into a contract with itself (i.e. a contract between NML and the NML Units). LESCO has relied on the judgment of the Sindh High Court in a case titled: "Karachi Electric Supply Company Limited vs Lotte Powergen (Private) Limited", PLD 2014 Sindh 574. The said judgment is distinguishable. In the said judgment, one entity (Lotte Powergen (Private) Limited) was the second-tier supplier and the other entity (Lotte Chemical) was considered as the BPC, which, in fact, supports the view of NML that the second-tier supplier and BPC must be two separate persons. In the present case, both the generating facilities and the NML Units are owned by NML. Relying on the said judgment, LESCO has argued that the time periods of fifteen (15) years given in the proviso to Sections 21(2)(a) and Section 22(1) of the NEPRA Act would be considered as sunset provisions. In line with the Lotte case supra, Section 22(1) could be treated as a sunset provision. The court also considered the proviso to Section 21(2)(a) as a sunset provision in view of the words "subject to section 22" in the proviso. In our view, the words "subject to section 22" in the proviso to Section 21(2)(a) are creating a distinction between the proviso to Section 21(2)(a) (i.e. the right of a generation company can sell power to a BPC within the



territory of a distribution company) and Section 22(1) (i.e. the right of a generation company or a distribution company to sell power to a BPC in the territory of another distribution company). This means that the Authority while allowing a generation company to sell power to a BPC under the proviso to Section 21(2)(a) could not allow it to sell power to a BPC in the territory of another distribution company. That is why the words “subject to section 22” were inserted in the proviso to Section 21(2)(a). Furthermore, Section 21(1) gives the Authority a right to grant a distribution license. The Authority may impose conditions in the distribution license, which conditions can be imposed either at the time of the issuance of the distribution license or any time thereafter. Therefore, any direction given by the Authority to LESCO in the Determination is not violative of the NEPRA Act or the Rules framed thereunder. The proviso to Section 21(2)(a) creates an exception to the exclusivity of Section 21(2) and allows a generation company to sell power for fifteen (15) years to a BPC within the distribution licensee’s territory. This proviso is not limiting the Authority’s power. Had this being a sunset provision, it would have clearly provided that the Authority right to allow a generation company to sell power within the territory of a distribution licensee shall expire on the lapse of fifteen (15) years from the date, the NEPRA Act was enacted. There is no such wording. It is not clear when the period of fifteen (15) years starts. In fact, it is an enabling provision. It authorizes the Authority to allow generation companies for a period of fifteen (15) years to sell power to BPCs within the territory of a distribution licensee. Even today, the Authority can allow a generation company to sell power within the territory of a distribution licensee for fifteen (15) years. A sunset provision is a clause that provides that a provision of the law is automatically repealed on a specific date, unless legislators reenact the law. A sunset provision is a very important piece of legislation; it cannot be introduced through a proviso and without clearly spelling out the intent of the legislature. Generally, it is a condition or provision in a law that designates a certain point in time when that specific law will no longer be in effect. The law will no longer have any effect at that point, unless the governing powers reinstate the law or extend the sunset provision before the expiration point. In Pakistan, the Corporate and Industrial Restructuring Corporation Ordinance, 2000 was promulgated which had the life of six years. There was a special provision in the said Ordinance which clearly explained the sunset nature of the law. Section 35(1) of the said Ordinance was the sunset provision which reads as (1) The Corporation shall have a life of six years from the date of commencement of the Ordinance which may be extended further by the Federal Government by law. The Corporation may be wound-up by order of the Federal Government in such manner as it may direct, or under the orders of the competent Court. Section 22(1) of the NEPRA Act deals with the power of the Authority to allow the sale of power by a generation

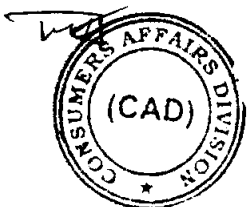


company or a distribution company to BPCs in the other distribution licensee's territory. This power of the Authority appears to be limited for a period of fifteen (15) years considering the language of Section 22(1) of the NEPRA Act. If this power of the Authority in Section 22(1) NEPRA Act is taken as a sunset provision, it does not effect the right of the Authority to direct LESCO to allow NML to lay lines which should be handed over to LESCO which should keep it separate from its system and transport power to the NML Units. Even otherwise, if both the provisions (i.e. proviso to Section 21(2)(a) and Section 22(1)) are considered sunset provisions, the same apply to BPCs. As argued by NML, the NML Units are not, and could not be considered as, BPCs. Hence, proviso to Section 21(2)(a) and Section 22(1) of the NEPRA Act are inapplicable to the present case.

(6). Without prejudice to the above arguments/position, NML consented that in case the Authority agrees to the views of LESCO (with which NML disagrees) without agreeing to the sunset nature of the authority given in the proviso to Section 21(2)(a) and Section 22, it may consider declaring NML as a second-tier supplier and the NML Units as BPCs and direct LESCO, as undertaken by it, to allow NML for laying the feeder/cable at its cost and to hand over the same to LESCO so that power can be transported from NML's generation facilities to the NML Units and also to enter into a mutually beneficial arrangement in this regard.

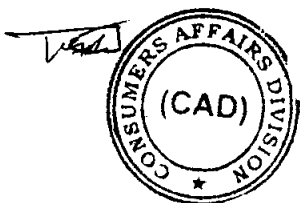
(7). The case has been examined in light of documentary evidence made so available by the parties, arguments advanced during the hearing and applicable law. Following has been observed:-

- (i). The Authority has granted/issued NML a Generation Licence No. SGC/40/2008, dated September 02, 2008 having validity upto March 30, 2018. The said Generation Licence has been granted for three (03) distinctly located generation facilities (a) Generation Facility-I/Power Plant-I with an installed capacity of 25.70 MW located at 5-KM, Nishat Avenue, off 22-KM, Ferozepur Road Lahore, (b) GF-II/PP-II with an installed capacity of 14.30 MW located at 12-KM Sheikhpura-Faisalabad Road Bhikki, District Sheikhpura and (c). Generation Facility-III/Power Plant-III with an installed capacity of 37.886 MW located at Faisalabad-Sheikhpura Road, Nishatabad, Faisalabad. NML during the period of April 2008 to January 2011 supplied from these generation facilities to LESCO and FESCO through a bi-lateral arrangement. Apart from the said, NML was also allowed supplying to



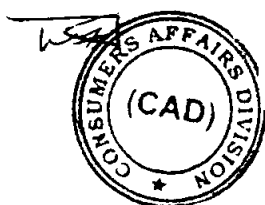
Masood Textile Mills Limited (MTML) from its generation facility at Faisalabad for which the Authority issued a Second Tier Supply Authorization (STSA). Subsequently in the year, NML stopped supplying to concerned DISCOs (i.e. LESCO and FESCO respectively) but continued supplying to its BPC in the name of Masood Textile Mills Limited;

- (ii). Subsequently, in the year 2015 NML approached the Authority for modification in its Generation Licence for enhancement of its Installed Capacity from 77.886 MW to 128.241 MW on account of setting of three new distinctly located generation facilities (a). Generation Facility IV/Power Plant-IV with an installed capacity of 4.22 MW located at 7-KM Nishat Avenue, Off 22-KM Ferozpur Road Lahore (b). Generation Facility-V/Power Plant-V with an installed capacity of 1.744 MW located at 21-KM Ferozpur Road near Masjid Ibrahim Lahore; and (c). Generation Facility-VI/Power Plant-VI with an installed capacity of 19.38 MW located at 20-KM Sheikhpura-Faisalabad Road, Ferozwatwan, Sheikhpura. Further to the said, NML also requested the Authority for allowing to supply to its various Industrial Concerns (having the same legal incorporation as that of the Licensee i.e. NML) located distantly from the generation facilities by laying dedicated feeders. The Authority approved the required modification and allowed the enhancement in the Installed Capacity of the Licensee/NML by adding the three (03) more generation facilities. The Authority also accepted the request for allowing connecting the Generation facilities by laying 11 kV feeders passing through the exclusive territory of LESCO. However, keeping in view the fact that the proposed 11 kV feeders will be located on public property which is part of the exclusive service territory of LESCO, the Authority directed NML and LESCO to agree to an arrangement wherein these feeders will be handed over to LESCO through a mutually agreed arrangement.
- (iii). LESCO has raised certain issues including (a). in terms of the relevant rules, a generation licensee can only provide electric power or ancillary services to a BPC and engage in second-tier supply business; (b). LESCO is obligated to offer its distribution system to any licensee for supplying to a BPC against use of system charges in terms of the Distribution License; (c). The Authority



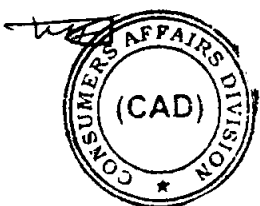
has directed NML to agree to a bilateral agreement with its affiliated industrial units and submitting the same to NEPRA for approval in terms and accordance with Rule 6(1)(b) of the Rules which deals with charging of tariff in pursuance of a STSA; (d). The Authority allowed addition of the Additional Power Plants to NML and supplying of electricity to different industrial units/affiliated units but did not change the terms and conditions of the Existing STSA of NML.

- (iv). The careful examination of the version of the parties transpire that LESCO has failed to comply with the Determination of the Authority citing different reasons. In case LESCO was aggrieved by the original Determination it should have preferred a review against the same, which it failed to do so and the said Determination has attained finality. Therefore, agitating the said points in the present complaint is outside the scope of proceedings.
- (v). Without prejudice to the above, the contentions of LESCO have no merits as well. LESCO's argument that a Generation Company can only supply to a BPC only under the present legal regime and is only obligated to connect a BPC to its distribution system has no force. The fact of the case is that NML intends to connect some of its Industrial Units located distinctly from its different generation facilities by laying 11 KV Feeders passing through public road etc. In this regard, it is clarified that the Industrial Units to which NML intends to supply electricity are same legal incorporated entity therefore, these Industrial Units cannot be treated/considered as BPC of NML.
- (vi). The argument that the determination is contrary to the existing legal regime also lacks substance. While considering this question, it needs to be kept in mind that Authority is invested with statutory powers to exclusively regulate electric power services in Pakistan with the object of protecting the interests of consumers and companies providing electric power services. It cannot be said that Authority has to regulate a market which is evolving and in case of evolving market varied situations may arise and looking into the exigencies and requirements, it has been entrusted with the duty and functions to take such measures as it thinks fit. Section 7 (1) & (2) (j) are enabling provisions



enacted to empower the Authority to regulate electric power services in order to protect the interests of the consumers and companies providing electric power services. Such enabling provisions must be so construed as to subserve the purpose for which it has been enacted. It is well settled principle of statutory construction that it is the duty of the Court to further Parliament's aim of providing of a remedy for the mischief against which enactment is directed and the Court should prefer construction which will suppress the mischief and advance remedy and avoid evasions for the continuance of the mischief. It is pertinent to quote the words of Denning, L.J. in *Seaford Court Estates, Ltd. V. Asher* (1949) 2 All E.R.155, at page 164, namely:- "..... when a defect appears, a Judge cannot simply fold his hands and blame the draftsmen. He must set to work on the constructive tasks of finding the intention of Parliament, and he must do this, not only from the language of the statute, but also from a consideration of the social conditions which give rise to it, and of the mischief which it was passed to remedy, and then he must supplement the written word so as to give force and life to the intention of the Legislature." Therefore, the Authority has to adopt the construction that gives force and life to the legislative intention rather than the one which would defeat the same and render the protection illusory. In the matter of construction of enabling statute, the principle applicable is that if the legislature enables something to be done, it gives power at the same time, by necessary implication, to do everything which is indispensable for the purpose of carrying out the purpose in view. Therefore, the view of the LESCO that Determination is contrary to the existing legal framework is untenable.

- (vii). The version of LESCO with respect to sunset provisions of section 21 and 22 of the NEPRA Act is not relevant in the instant case, since the BPC referred in the Determination specially pertains to MTML as given in the STSA and not the Industrial Units of NML. Industrial units of NML are by no stretch of imagination the BPC of NML as discussed above.
- (viii). Further, the Authority in other similar cases i.e. Gul Ahmed Textile Mills (in the area of K-Electric) and D.G Khan Cement Limited (in the area of



MEPCO) has allowed for provision of supply to their affiliated units in a similar manner.

(8). In view thereof, there is no force in the arguments of LESCO and it is hereby directed to comply with directions of the Authority contained in the Determination dated October 05, 2015 in letter and spirit and submit a compliance report within thirty (30) days.


Member (Consumer Affairs) 15/8/16

Islamabad, August 16, 2016