



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

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No. NEPRA/Appeal/025/2026/ 768

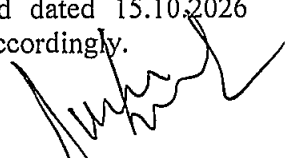
October 15, 2026

- | | |
|---|---|
| 1. Muhammad Afzal,
S/o. Abdul Rehman,
M/s. Al-Barka Steel Furnace,
Dewan Road, Eimanabad,
Gujranwala
Cell No. 0321-6488916
0312-6433152 | 2. Chief Executive Officer,
GEPCO Ltd, 565-A,
Model Town, G. T. Road,
Gujranwala |
| 3. Amir Hamza Khan,
Advocate High Court,
2 nd Floor, Al-Hamid Building,
7-Turner Road, Lahore
Cell No. 0302-8427818 | 4. Muhammad Jalil Kamboh,
Advocate High Court,
110-Kiyani Chambers,
Session Courts, Gujranwala
Cell No. 0320-6301130 |
| 5. Executive Engineer (Operation),
GEPCO Ltd,
Division No. 3,
Near Aalam Chowk Bypass,
Gujranwala | 6. POI/Electric Inspector,
Gujranwala Region,
Energy Department, Govt. of Punjab,
29A, 272 Gondlanwala Road,
Block-A, Model Town, Gujranwala
Phone No. 055-9330515 |

Subject: Appeal No.025/2026 (GEPCO vs. Muhammad Afzal) Against the Decision Dated 19.12.2025 of the Provincial Office of Inspection to Government of the Punjab Gujranwala Region, Gujranwala

Please find enclosed herewith the decision of the Appellate Board dated 15.10.2026 (06 pages), regarding the subject matter, for information and necessary action, accordingly.

Encl: As Above


(Ikram Shakeel)
Additional 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.025/POI-2026

Gujranwala Electric Power Company Limited

.....Appellant

Versus

Muhammad Afzal S/o. Abdul Rehman,
M/s. Al-Baraka Steel Furnace, Dewan Road,
Eimanabad, Gujranwala

.....Respondent

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

For the Appellant:

Hafiz M. Mubashir Warraich Advocate
Mr. Muhammad Nawaz LS

For the Respondent:

Mr. Muhammad Jalil Kamboh Advocate

DECISION

1. Through this decision, the appeal filed by Gujranwala Electric Power Company Limited (hereinafter referred to as the "Appellant") against the decision dated 19.12.2025 of the Provincial Office of Inspection, Gujranwala Region, Gujranwala (hereinafter referred to as the "POI") is being disposed of.
2. Brief facts of the case are that Mr. Muhammad Afzal (hereinafter referred to as the "Respondent") is an industrial consumer of Appellant bearing Ref No.30-12136-0021500, having a sanctioned load of 3,200 kW, and the applicable tariff category is B-3. After payment of bill for October 2023 on 27.11.2023, the Respondent approached XEN office of the Appellant on 30.11.2023 for temporary disconnection, however the Appellant kept charging the bills on minimum fixed charges w.e.f December 2023 and onwards. The Respondent was under impression that the temporary disconnection was fed by the Appellant. Subsequently, the Respondent approached the POI and challenged the arrears of Rs.7,974,755/- reflected in the bill for January 2025 containing the fixed charges bills for the period from December 2023 to February 2024. The POI vide impugned



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decision dated 19.12.2025 cancelled the above-said arrears.

3. Being dissatisfied with the impugned decision of POI, the Appellant filed instant appeal before NEPRA under Section 38(3) of the NEPRA Act. In its appeal, the Appellant opposed the impugned decision *inter alia*, on the main grounds that the POI passed the impugned decision without proper consideration of facts of the case as well as law points; that the impugned decision is illegal, unlawful, void, without jurisdiction, misconceived, self-contradictory, based on mere assertions of the Respondent; that the POI did not apply his independent and judicious mind while passing the impugned decision, which is not sustainable in the eyes of law and the same is liable to be set aside.
4. Upon the filing of the instant appeal, a notice dated 18.02.2026 was sent to the Respondent for filing reply/para-wise comments to the appeal within ten (10) days, which were filed on 17.03.2026. In the reply, the Respondent opposed the version of the Appellant and contended that after payment of bill for October 2023, he approached the Appellant on 30.11.2023 for the requisite temporary disconnection, which was done on the same day by the Appellant as admitted in the para 2 of their written reply before the POI; that the bill of December 2023 was charged with same to same readings, which confirms that the connection was temporarily disconnected on 30.11.2023 within stipulated period of four days provided for temporary disconnection. The Respondent further contended that the POI has judiciously and rightly declared the charging of fixed charges amount along with LPS till RCO in January 2025. As per Respondent, the Appellants were not entitled to recover the fixed charges till 09.08.2024, when RCO was applied, however the Appellant raised the bills for the period from December 2023 to February 2024 on fixed charges. He defended the impugned decision and prayed for dismissal of the appeal.
5. Hearing was conducted at NEPRA Regional Office Lahore on 07.05.2026, which was attended by learned counsels for both parties. Learned counsel for the Appellant repeated the same contention as contained in memo of the appeal and contended that the Respondent applied for temporary disconnection on 30.11.2023, however he has not paid final bill due to which the bills for the period from December 2023 to February 2024 were charged on minimum fixed charges Learned counsel for the Appellant further contended that the Respondent subsequently approached the Appellant for restoration of the connection in January 2025, upon the request of the Respondent, the arrears of Rs.7,974,755/- reflected in the bill for January 2025 on account of fixed charges were demanded



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before processing the RCO. According to the learned counsel for the Appellant, the Respondent delayed in applying the RCO; the above-said arrears are justified and payable by him. On the contrary, learned counsel for the Respondent repudiated the version of the learned counsel for the Appellant and argued that Chapter 8 of the CSM-2021 has clearly provided guidelines regarding the temporary disconnection, which was not followed by the Appellant. He contended that the upon the request of the Respondent, temporary disconnection was done on 30.11.2023 within four days as given in CSM-2021, hence there is no justification to charge the onward bills on account of minimum fixed charges to the Respondent. Learned counsel for the Respondent supported the impugned decision and prayed for upholding the same. In order to probe further into the matter, another opportunity of hearing was provided to both parties on 21.08.2026. On the given date, learned counsel tendered appearance for the Respondent, whereas proxy counsel along with an official represented the Appellant. Learned counsel for the Respondent repeated the same contention as contained in the reply to the appeal and averred that the Respondent approached the Appellant on 27.11.2023 for temporary disconnection, which was done on 30.11.2023, however the final bill was issued in December 2023, which was paid by him. Learned counsel for the Respondent submitted that despite disconnection and clearance of arrears, the Appellant debited the bills with fixed charges from December 2023 to February 2024, which were rightly set aside by the lower forum. On the contrary, proxy counsel for the Appellant averred that main counsel is busy before another court and could not attend the present hearing. The official appearing on behalf of the Appellant submitted that the Respondent though applied for temporary disconnection in November 2023, however could not clear the dues till February 2024, which is the mandatory requirement before the application of temporary disconnection, thus the bills charged from December 2023 to February 2024 to the Respondent on account of fixed charges are justified and payable by him.

6. Arguments were heard, and the record placed before us was examined. Following has been observed:
 - i. The Respondent requested the Appellant for temporary disconnection of his connection to avoid inordinate loss on the pretext of fixed monthly charges, as his industry was not operational for a long period due to business slump. The Appellant however fed the temporary disconnection subsequently for the succeeding 11 months and charged the minimum fixed charges for the period from December 2023 to February 2024. The Respondent subsequently approached the Appellant for restoration of



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the connection in January 2025. Meanwhile, the Respondent was being charged monthly bills by the Appellant on account of fixed charges, which resulted in the accumulation of arrears of Rs.7,974,755/- reflected in the bill for January 2025.

- ii. In this context, Clause 8.3 of the CSM-2021 is relevant, which is reproduced below:

8.3 TEMPORARY DISCONNECTION ON CONSUMER'S REQUEST.

In case a consumer shifts to some other location or intends to get disconnected the supply due to any reason, the temporary disconnection of supply may be allowed on consumer request, for a maximum period of eleven months, subject to the following:-

8.3.1 That the consumer has paid the final bill up to the day immediately preceding the intended date of request for temporary disconnection.

8.3.2 That exemption in payment of minimum/fixed charges will be admissible for the actual period of disconnection.

8.3.3 That no reconnection fees shall be charged if the consumer applies for reconnection within seven days after the expiry of the disconnection period.

8.3.4 After the expiry of the period allowed for disconnection, the minimum/fixed charges will be applicable even if the consumer does not apply for reconnection and does not use electricity. In case the consumer defaults in payment of the future bills, the connection may be disconnected, and equipment installed at the premises may be removed after service of notice as per the disconnection procedure. Restoration of supply to such premises shall also be governed as per the Reconnection Policy, and payment of minimum/fixed charges will be admissible for the entire period of disconnection."

- iii. NEPRA has also issued clarification vide letter dated 23.06.2023 regarding the delay in disconnection/restoration of electricity in case of temporary disconnection, the operative portion of which is reproduced below:

"3. In order to facilitate the consumers, Distribution Companies are directed to ensure disconnection/reconnection of the electricity supply on a priority basis as per Clause 8.3 of the Consumer Service Manual. DISCO shall reconnect/restore the supply within four (4) working days after completion of codal formalities."

- iv. NEPRA vide letter dated 28.02.2024 has also clarified that if the consumer intends to avail the temporary disconnection beyond eleven months, he has to apply for reconnection and shall pay all charges, i.e., reconnection fee, fixed charges, etc., at least for one month.



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- v. In this regard, the record as provided by both parties was examined, which revealed that the Respondent applied to the Appellant for temporary disconnection vide application dated 30.11.2023, which was forwarded to RO-3 of the Appellant for issuance of the final bill. Pursuant to Clause 8.3.1 of the CSM-2021, the Respondent was required to pay the final bill before application for temporary disconnection. However, copy of the bill for October 2023 with due date 21.11.2023 as submitted by the Respondent does not contain any valid evidence i.e. bank stamp, signature of bank official, transfer remarks etc., which could substantiate his contention for payment of final bill. It is further observed that deferred amount of Rs.9,500,209/- reflected in the bill of October 2023. Subsequently, the Respondent paid the bill of November 2023 with due date 26.12.2023 on 27.12.2023, again the same deferred amount of Rs.9,500,209/- reflected in the bill of November 2023. Similarly, the bill of December 2023 contained current amount of Rs.4,17305/- along with deferred amount of Rs.280,556.4/-.
- vi. Meanwhile, the Respondent approached Honorable Lahore High Court against the Appellants for recovery of fixed charges. In compliance with the direction of the honorable High Court in the order dated 07.02.2024, the Appellant vide letter dated 13.02.2024 directed the Respondent to deposit outstanding dues of Rs.6,107,562/- till January 2024 for the temporary disconnection. After payment of dues, on 29.02.2024, the Appellant removed the metering equipment of the Respondent and fed temporary disconnection w.e.f February 2024 and onwards.
- vii. This whole scenario indicates that the temporary disconnection was applicable for a period of eleven months, i.e., February 2024 to December 2024; thereafter, the Respondent has to apply for reconnection and pay fixed charges at least one month. However, the Respondent did not do so. In this situation, the Appellant has to charge the fixed charges after the expiry of the temporary disconnection period of eleven months, as per Clause 8.4.3 of the CSM-2021.
- viii. Thus the Respondent is responsible for payment of the bills charged from December 2023 to February 2024 by the Appellant on account of fixed charges.
7. In view of what has been stated above, it is concluded as follows:
- i. The Respondent initially applied for temporary disconnection on 30.11.2023, however did not make payment of final bill till February 2024; his temporary disconnection is to be effective for eleven months w.e.f 29.02.2024 and onwards or RCO, whichever comes first. However, the bills, including the fixed charges before 29.02.2024, are payable by the Respondent.
- ii. Bills in terms of fixed charges are not applicable during the disconnection period of eleven months,

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w.e.f 29.02.2024 and onwards or RCO, whichever comes first, and the same are required to be withdrawn by the Appellant.

- iii. The Appellant may charge the revised bills on account of fixed charges after temporary disconnection period of eleven months or RCO, whichever comes first, along with the RCO fee as per the reconnection policy, pursuant to Clause 8.5 of the CSM-2021.
8. The appeal is disposed of in the above terms.

Abid Hussain
Member/Advisor (CAD)

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

Naweed Illahi Sheikh
Convener/DG (CAD)

Dated: 15-10-2026