



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

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No. NEPRA/Appeal/068/POI/2022/ 057

January 26, 2023

- | | |
|---|---|
| 1. Waheed Ahmed Butt,
R/o. 469, Main Samanabad,
Sirhindi Road, Lahore | 2. Chief Executive Officer,
LESCO Ltd,
22-A, Queens Road,
Lahore |
| 3. Mashkoor Haider Kazmi,
Advocate High Court,
Juris Mension, Second Floor,
Opposite Family Hospital,
4-Mozang Road, Lahore | 4. Assistant Manager (Operation),
LESCO Ltd,
Ittehad Colony Sub Division,
Lahore |
| 5. POI/Electric Inspector,
Lahore Region, Energy Department,
Govt. of Punjab, Block No. 1,
Irrigation Complex, Canal Bank,
Dharampura, Lahore | |

Subject: Appeal Titled LESCO Vs. Waheed Ahmed Butt Against the Decision Dated 01.02.2022 of the Provincial Office of Inspection to Government of the Punjab Lahore Region, Lahore

Please find enclosed herewith the decision of the Appellate Board dated 23.01.2023, regarding the subject matter, for information and necessary action accordingly.

Encl: As Above

(Ikram Shakeel)
Deputy Director (M&E)/
Appellate Board

Forwarded for information please.

1. Additional Director (IT) –for uploading the decision on NEPRA website



National Electric Power Regulatory Authority

Before The Appellate Board

In the matter of

Appeal No. 068/POI-2022

Lahore Electric Supply Company Limited

.....Appellant

Versus

Waheed Ahmad Butt, R/o. 469, Main Samanabad,
Sirhindi Road, Lahroe

.....Respondent

APPEAL UNDER SECTION 38(3) OF REGULATION OF GENERATION, TRANSMISSION, AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997

For the Appellant:

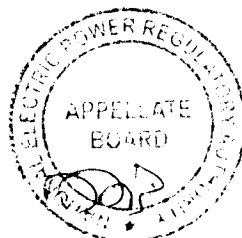
Mr. Mashkoor Haider Kazmi Advocate
Mr. Muhammad Latif Clerk

For the Respondent:

Mr. Waheed Ahmad Butt

DECISION

1. Briefly speaking, Mr. Waheed Ahmad Butt (hereinafter referred to as the "Respondent") is a domestic consumer of Lahore Electric Supply Company Limited (hereinafter referred to as the "Appellant") bearing Ref No.10-11244-0989400-U having sanctioned load of 03 kW under the A-1(a) tariff category. Reportedly, the billing meter of the Respondent was replaced with a new meter by the Appellant on 21.12.2020 due to vanished display. Subsequently, the removed billing meter was checked by the Metering and Testing (M&T) team of the Appellant on 08.10.2021 and reportedly found 6,903 units uncharged being a difference of final reading retrieved and the reading charged till 21.12.2020. Thereafter, the Appellant charged a detection bill of Rs.193,119/- for the cost of 6,903 units to the Respondent on account





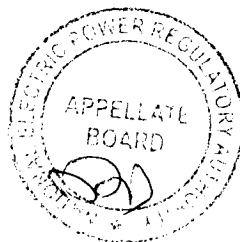
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of pending units and added to the bill for October 2021.

2. Being aggrieved, the Respondent approached the Provincial Office of Inspection, Lahore Region, Lahore (hereinafter referred to as the "POI") vide complaint on 05.11.2021 and challenged the above detection bill. The complaint of the Respondent was decided by the POI vide decision dated 01.02.2022, wherein the detection bill of Rs.193,119/- for the cost of 6,903 units charged in October 2021 was cancelled.
3. Being dissatisfied, the Appellant has filed the instant appeal before the NEPRA against the POI decision dated 01.02.2022 (hereinafter referred to as the "impugned decision"). In its appeal, the Appellant opposed the impugned decision *inter alia*, on the following grounds that the display of billing became defective, hence it was replaced with a new meter and sent to M&T lab for downloading data; that 6,903 units were charged in October 2021 based on data retrieval report as bill adjustment, which is in line with the Consumer Service Manual (the "CSM"); that the impugned decision to withdraw the same is unlawful, without cogent reasons and the same is liable to be set aside.

4. Proceedings by the Appellate Board

Upon filing of the instant appeal, a Notice dated 15.06.2022 was sent to the Respondent for filing reply/para-wise comments to the appeal within ten (10) days. The Respondent submitted reply to the appeal before the NEPRA on 27.06.2022 in which the Respondent contended that neither prior notice was served nor any checking was carried out by the Appellant, thus charging of detection bill of Rs.193,119/- for



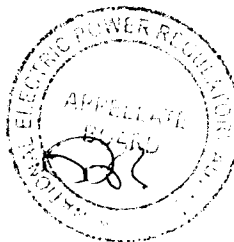


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the cost of 6,903 units on the basis of baseless and fabricated allegation is unjustified. The Respondent further contended that POI has adjudicated the matter under Clause 4.3.2(d) of CSM-2021, which provides that the consumer's account shall not be liable for any adjustment if the data is not retrieved within three months of the display wash of the meter. The Respondent defended the impugned decision and prayed for upholding the same.

5. Hearing

- 5.1 Hearing in the matter of the subject Appeal was fixed for 23.08.2022 at Lahore and accordingly, the notices dated 16.08.2022 were sent to the parties (i.e. the Appellant and the Respondent) to attend the hearing. As per schedule, hearing of the appeal was conducted at the NEPRA Regional Office, Lahore on 23.08.2022 in which both parties were in attendance. During the hearing, learned counsel for the Appellant requested for adjournment till the next date. On the other hand, the Respondent appearing in person repeated the same contentions as given in reply/para-wise comments against the appeal. The hearing was adjourned till the next date for the arguments of the Appellant only.
- 5.2 Hearing of the appeal was conducted at Lahore on 29.09.2022 in which no one represented the Appellant. The hearing was adjourned till the next date with the direction to the Appellant to ensure their presence in the next hearing, otherwise, the case will be decided on the basis of available record.
- 5.3 Lastly, hearing of the appeal was conducted at NEPRA Regional Office Lahore on 24.11.2022 which was attended by the counsel for the Appellant. Learned counsel for





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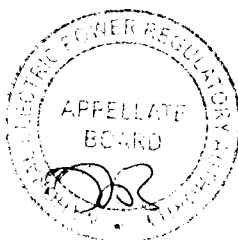
the Appellant repeated the same arguments as contained in memo of the appeal and contended that the impugned meter was replaced with the new meter on 21.12.2020 due to washed display. Learned counsel for the Appellant contended that the removed meter was sent to M&T lab and as per the data retrieval report dated 08.10.2021, 6,903 units were found uncharged. As per learned counsel for the Appellant, the detection bill of 6,903 units charged to the Respondent is justified and payable by the Respondent.

6. Arguments heard and the record examined. Following are our observations:

6.1 The record presented before us shows that the impugned meter of the Respondent was found defective with the display washed in December 2020, hence it was replaced with a new meter by the Appellant on 21.12.2020. Subsequently, the M&T team of the Appellant vide report dated 08.10.2021 declared the impugned meter defective with uncharged 6,903 units. Accordingly, the Appellant charged a detection bill of Rs.193,119/- for the cost of 6,903 units to the Respondent on the basis of the data retrieval report dated 08.10.2021 and added to the bill for October 2021.

6.2 The matter, therefore, needs to be examined in light of the applicable law to decide the fate of the detection bill of the Appellant. The services provided by the DISCOs to their Consumers are administered under the CSM approved by the NEPRA.

6.3 Facts given as above, the Appellant took readings of the Respondent since the installation of the impugned meter till November 2020 but no such discrepancy of display washed of the impugned meter was pointed out by the meter reader of the



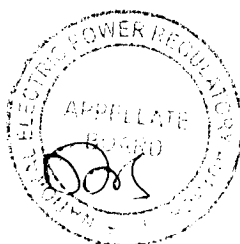


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Appellant before the alleged checking conducted on 21.12.2020. This shows extreme negligence and carelessness on the part of the concerned officials of the Appellant. The Appellant is required to be vigilant and careful regarding the accuracy of the impugned meter of the Respondent to ensure full recovery against the consumed energy.

6.4 Notwithstanding the negligence of its relevant officers and their failure to point out the discrepancy of vanished display in the impugned meter timely. The Appellant issued a detection bill of Rs.193,119/- for the cost of 6,903 units to the Respondent. Here, it needs to be realized that supply of electricity by the LESCO to its consumers is not a unilateral affair, rather it is administered under a standard contract mutually agreed between LESCO and the Consumer which refers to CSM for the duties and rights of both parties under the contract. Under the CSM, LESCO is responsible to take meter readings, following the prescribed manner for different consumer categories, issue the bill prepared in accordance with the applicable tariff, and deliver the same to the Consumer in timely manner. Whereas, the Consumer is responsible to pay the bill within the given time.

6.5 On his part, the Respondent kept on fulfilling his responsibility under the contract to pay the bill, issued by the Appellant on monthly basis. As such the Respondent never defaulted to fulfill his duty under the supply contract, therefore, he cannot be made liable to pay the so-called detection bill for recovery of loss, if any, which incurred merely due to negligence of the Appellant and its failure to fulfill its duty under the



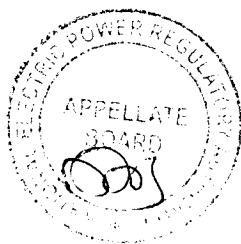


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contract.

6.6 The Appellant has issued the detection bill of 6,903 units to the Respondent on the basis of data retrieval from the impugned meter claimed to have been retrieved on 08.10.2021. The data retrieval of defective meters is provided under Clause 4.3 of the CSM-2021. In this regard, the following points are important:

- i. Clause 4.3 of CSM 2021 dealing with the replacement of defective meters prescribes two distinct procedures for the replacement of defective meters and charging the bills. Clause 4.3.1 of the CSM 2021 prescribes the procedure for defective/burnt meters while Clause 4.3.2 of CSM-2021 deals with the replacement of meters due to the display being washed. The data retrieval is provided only under Clause 4.3.2(c) of the CSM-2021, where the meter is defective due to the display washed. However, for defective meters for the reason other than display wash, there is no provision for data retrieval under Clause 4.3.1 of the CSM-2021.
- ii. Above-referred clause of the CSM-2021 empowers the Appellant to either check the accuracy of the impugned meter by itself or send it to the manufacturing company for data retrieval in case of washed display and the data retrieval should be done within three months by the Appellant and six months privilege has been given to the Appellant for recovery of data from the manufacturer. However, in the instant case, the Appellant waited so long i.e. 21.12.2020 to 08.10.2021 almost 10 months for downloading the consumption data of the impugned meter, which is a violation of Clause 4.3.2(c) of the CSM-2021.
- iii. The objection of the Respondent regarding data retrieval by the Appellant





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unilaterally without his knowledge as well as the failure of data retrieval in the presence of POI also float in the face of the credibility of data retrieval by the Appellant. Nevertheless, either in the case of data retrieval or otherwise, the CSM-2021 allows recovery from the consumer for maximum of two months period. As such, the detection bill of Rs.193,119/- for the cost of 6,903 units charged by the Appellant to the Respondent is unjustified and the same is declared null and void.

7. The billing account of the Respondent may be overhauled after the adjustment of payments made against the above detection bill.
8. Foregoing in view, the appeal is dismissed.

Muhammad Irfan-ul-Haq
Member

Abid Hussain
Convener

Dated: 23/01/2023

