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

NEPRA Office , Ataturk Avenue (East), G5/1, Islamabad
Tel. No.+92 051 2013200 Fax No. +92 051 2600030
Website: www.nepra.org.pk E-mail: ikramshakeel@nepra.org.pk

No. NEPRA/Appeal/103/2020/ 581

June 25, 2025

1. M/s. Bahria Town (Pvt.) Ltd,
Through Mr. Bakhtiyawar Lal Hussain,
Bahria Town, Raiwind Road,
Lahore
Cell No. 0300-9422639

2. Chief Executive Officer,
LESCO Ltd,
22-A, Queens Road,
Lahore

3. Ch. Muhammad Ashfaq Bhullar,
Advocate High Court,
International Law Firm,
3-Court Street, 25-Lower Mall,
Lahore
Cell No. 0300-9479680
0321-9479680

4. Muhammad Azhar Siddique,
Advocate Supreme Court,
Ground Floor, Almas Tower,
Begum Salma Tasaddaq Hussain Road,
Near E-Plomer Building, 26-The Mall,
Lahore
Cell No. 0322-8477707

5. Executive Engineer (Operation),
LESCO Ltd,
Raiwind Division,
Raiwind Road, Raiwind
Cell No. 0370-4991220

6. Sub Divisional Officer (Operation),
LESCO Ltd,
Jia Bagga Sub Division,
Raiwind Road, Raiwind
Cell No. 0370-4991222

7. Revenue Officer (Customer Services),
LESCO Ltd,
Raiwind Division,
Raiwind Road, Raiwind

Subject: **Decision of the Appellate Board Regarding Review Petition Filed by M/s. Bahria Town (Pvt.) Ltd Against the Decision Dated 10.11.2021 of the Appellate Board in the Matter Titled "M/s. Bahria Town (Pvt.) Ltd. Vs. LESCO"**

Please find enclosed herewith the decision of the Appellate Board dated 18.06.2025 (08 pages), regarding the subject matter, for information and necessary action, accordingly.

Encl: As Above

(Ikram Shakeel)
Deputy 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

REVIEW PETITION FILED BY M/S. BAHRIA TOWN (PVT.) LTD UNDER THE NEPRA REVIEW (PROCEDURE) REGULATIONS, 2009 AGAINST THE DECISION DATED 10.11.2021 OF NEPRA IN APPEAL NO.103/POI-2020

M/s. Bahria Town (Pvt) Ltd, Through its Director Services, Brig (R), Bakhtaywar Lal Hussain, Bahria Town, Raiwind Road, Lahore .....Petitioner

Versus

Lahore Electric Supply Company Limited .....Respondent

Hearing dated 01.03.2024

For the Petitioner:
Mr. M. Azhar Saddique Advocate
Mr. Liaquat Ali Khan GM (Coordination)
Mr. Javed Hussain GM (O&M)
Mr. Zahid Latif CEE
Ms. Amna Laiqat

For the Respondent:
Ch. M. Ashfaq Bhullar Advocate

Hearing dated 24.03.2025

For the Petitioner:
Mr. Javed Hussain GM (O&M)

For the Respondent:
Proxy Counsel on behalf of Mr. Ashfaq Bhullar Advocate

Hearing dated 26.04.2025

For the Petitioner:
Nemo

For the Respondent:
Nemo

DECISION

1. Through this decision, the review petition filed by M/s. Bahria Town (Pvt) Ltd. (hereinafter referred to as the "Petitioner") against the decision dated 10.11.2021 of the National Electric Power Regulatory Authority (hereinafter referred to as the "NEPRA") is being disposed of.
2. The Petitioner is a consumer of Lahore Electric Supply Company Limited (hereinafter referred to as the "Respondent") having four connections, details of which are given below:

S.No.	Connection Type	Ref No.	S/L (kW)	Tariff
1	Temporary	24-11222-3002000	400	E-1 (ii)
2	Temporary	24-11222-3001900	400	E-1 (ii).
3	Temporary	24-11222-3001200	400	E-1 (ii)
4	Temporary	24-11222-3002600	400	E-1 (ii)

3. The temporary connection of the Petitioner mentioned at S.No.2 was installed on 17.07.2007 and the billing was continued on meter No.204743 till its replacement in October 2017. Thereafter, meter No.26956 (the "disputed meter") of the Petitioner was installed by the Respondent on 20.10.2017. The Respondent continued the billing on the disputed meter of the Petitioner w.e.f November 2017 and onwards, which however was assailed by the Petitioner before the Respondent with the plea that the excessive bills were charged w.e.f November 2017 and onwards, which is contrary to the actual reading of the impugned meter. Subsequently, a reconciliation was reached between both parties on 31.05.2018, wherein it was mutually agreed that the Respondent will afford credit of excessive units to three connections of the Petitioner including the above-said temporary connection being the difference of readings noted on 30.05.2018 and the reading as per the bill for April 2018. The Respondent continued billing on the said disputed billing meter of the Petitioner till the execution of the paper Meter Change Order (MCO) dated 11.06.2019.
4. Being aggrieved with the billing process, the Petitioner filed two applications before the Provincial Office of Inspection (POI) on 12.12.2019 and 09.03.2020 and challenged the bills for the period November 2017 to June 2019. During POI checking of the metering equipment of the Petitioner on 22.01.2020 in the presence of both parties, the disputed billing meter was found 33% slow due to the yellow dead phase, and the backup meter was found within BSS limits and the readings of the disputed billing and backup meters were observed as 14,259 and 30,354 respectively. Both the applications of the Petitioner were clubbed and disposed of by the POI vide single consolidated decision dated 13.07.2020, wherein the POI directed the Respondent to afford credit of 3,605,280 units being excessively charged during the period from October 2017 to June 2019.
5. Being dissatisfied, the Respondent filed Appeal No.103/POI-2020 before the NEPRA against the afore-referred decision of the POI. NEPRA Appellate Board vide decision dated 10.11.2021 disposed of the matter with the following conclusion:

"In view of what has been stated above, it is concluded that:

i. ***Disputed period-I**: The dispute of billing for the period November 2017 to April 2018 is amicably settled between the parties, therefore LESCO should afford credit to the temporary connection of the Petitioner as per reconciliation dated 31.05.2018.*

ii. ***Disputed period-II**: the Petitioner should be given a credit of 1,378,000 units for the period May 2018 to June 2019 being excessively charged by LESCO.*

iii. *The billing account of the Petitioner be overhauled accordingly. The impugned decision is modified in the above terms."*

6. The Petitioner filed instant review petition before the NEPRA on 03.12.2021 against the decision dated 10.11.2021 of the NEPRA Appellate Board (the "impugned decision"). In the review petition, the Petitioner opposed the maintainability of the impugned decision *inter alia,* on the following grounds that the impugned decision was announced after lapse of 428 days, hence it became Coram-Non-Judice as the Authority has to decide the appeal within 60 days as per Section 38(3) of the NEPRA Act; that the reliance of the impugned decision on the concocted reconciliation statement which does not bear the signatures of authorized representative of the Petitioner is absolutely void and unjustified; that charging of total 3,582,532 units as mentioned in reconciliation statement is baseless, unjustified and without any solid reasoning; that Mr. Sher Alam GM (Elect-Cord) was neither authorized nor nominated by the Petitioner; that the said official was released due to misuse of powers; that Mr. Bakhtiyawar Lal Director Services is the competent authority to reconcile any matter with the Respondent; that the reconciliation is even not signed by the Manager Circle of the Respondent; that 15,388 units as per alleged settlement has never been credited in the billing account; that the excessive billing was done from November 2017 to June 2019; that the Respondent failed to produce any type of reconciliation statement before the NEPRA; that the Respondent may charge the bills maximum for two months in case of defective meter as per Consumer Service Manual (the "CSM"); and that the impugned decision be declared null and void and the decision dated 13.07.2020 of the POI be upheld in the best interest of justice.

7. **Hearing**:

7.1 Hearings in the subject review petition were initially held at NEPRA Regional Office Lahore on 31.12.2021, 04.02.2022, 11.03.2022, 30.09.2022, 02.06.2023, 08.09.2023, and

20.01.2024, which however were adjourned on the request of either the Petitioner or the Respondent. Subsequently, the hearing was held at the NEPRA Regional Office Lahore on 01.03.2024, wherein both parties tendered attendance. Learned counsel for the Petitioner reiterated the same contentions as given in review petition and contended that the NEPRA relied the impugned decision on the settlement deed dated 31.05.2018 and credit of excessive units was curtailed from 3,605,280 units to 1,378,000 units vide impugned decision; that the disciplinary action was taken by the Petitioner against Mr. Sher Alam involved in the alleged settlement and he has been fired due to misconduct and misuse of powers. Learned counsel for the Petitioner further contended that it is an admitted fact that the Respondents have done excessive billing for the period from November 2017 to June 2019 against which the Petitioner approached time and again but all in vain as the Respondent neither credited excessive units to date nor took coercive action against the delinquent officials involved in irregular billing. As per learned counsel for the Petitioner, the alleged settlement deed was neither signed by the authorized representative of the Petitioner nor the competent authority of the Respondent, hence the same has no validity in the eyes of law. Learned counsel for the Petitioner averred that the Respondent was not afforded credit of 1,378,000 units as per the impugned decision. Learned counsel for the Petitioner finally prayed for acceptance of the review petition and for setting aside the impugned decision. On the contrary, learned counsel for the Respondent opposed the pleadings of the Petitioner and argued that the dispute of the settlement deed has already been considered and duly addressed by the NEPRA in the impugned decision and needs not to be reviewed at this stage. He further added that the settlement deed of the excessive billing till April 2018 was reached between the Respondent and the authorized representative on behalf of the Petitioner and credit of units had already been afforded to the Petitioner according to that settlement deed dated 31.05.2018. Learned counsel for the Petitioner pointed out that the review petition has limited scope and it can only be treated in the purview of any mistake, error, or omission in the impugned decision and new material evidence, which was not taken into consideration while rendering the impugned decision. As per learned counsel for the Respondent, the Petitioner has filed the instant review petition with malafide intention to prolong the litigation and to avoid the

implementation of the impugned decision in true spirit. Learned counsel for the Respondent finally prayed for the dismissal of the review petition being devoid of merits.

7.2 In order to further probe the scope of the review petition filed by the Petitioner, another hearing was held at NEPRA Regional Office Lahore on 24.03.2025, wherein both parties tendered appearance. The representative for the Petitioner stated that the Respondent afforded credit of approximately forty-seven (47) lac units to three disputed connections as per the impugned decision rendered by this forum. The representative for the Petitioner submitted that the settlement deed is bogus and fabricated as neither any authorized representative of the Petitioner signed the said settlement deed nor the Respondent afforded credit of units as per the settlement deed. The representative for the Petitioner finally prayed for acceptance of the review petition and for credit of the remaining units excessively charged by the Respondent. On the other hand, proxy counsel for the Respondent informed that the principal counsel engaged in the instant case is out of the country to perform Umrah and he will return by the end of this week. Proxy counsel for the Respondent requested to adjourn the hearing and for fixation of the case after Eid-ul-Fitar. Therefore, the hearing was adjourned till the next date with the direction to both parties for the production of any new document or evidence in pursuance of the order dated 13.10.2023 of this forum. In this regard, hearing was held at NEPRA Regional Office Lahore on 26.04.2025, wherein none of the parties tendered appearance before this forum to substantiate their version with regard to the settlement deed.

8. Arguments were heard and the record was examined. Following are our observations:

8.1 The Petitioner challenged the bills for the period November 2017 to June 2019 before the POI. During the POI checking of the metering equipment of the Petitioner on 22.01.2020 in the presence of both parties, the disputed billing meter was found 33% slow due to the yellow dead phase, and the backup meter was found within BSS limits, whereas the readings of the disputed billing and backup meters were observed as 14,259 and 30,354 respectively. The matter was disposed of by the POI vide decision dated 13.07.2020, wherein the Respondent was directed to afford credit of 3,605,280 units that were excessively charged during the period from November 2017 to June 2019. The Respondent filed Appeal No.103/POI-2020 before the NEPRA against the decision dated 13.07.2020 of the POI.

NEPRA Appellate Board vide decision dated 10.11.2021 directed the Respondent to refund 1,378,000 units excessively charged during the disputed period from May 2018 to June 2019.

8.2 Through this review petition, the Petitioner opposed the impugned decision and prayed for modification of the same with the plea that the NEPRA relied its determination on the settlement deed dated 31.05.2018, which was signed by the official who was not authorized to enter into the alleged settlement deed; had never been signed by the authorized representative for the Petitioner nor was the Respondent afforded any credit on the basis of the alleged settlement deed dated 31.05.2018. In this regard, the Petitioner submitted a copy of the releasing order dated 26.09.2018 of Mr. Sher Alam GM (Cord-Elect). By presenting the releasing order before this forum proves that Mr. Sher Alam was admittedly an employee of the Petitioner and was involved in negotiations with the Respondent. Thus, it can be safely concluded that the Petitioner failed to bring the material evidence to substantiate its contention with regard to the settlement deed dated 31.05.2018.

8.3 In terms of Regulation 3(2) of NEPRA (Review Procedure) Regulations, 2009, a motion seeking review of any order of the Authority is competent only upon discovery of a mistake or error apparent on the face of the record or a new and important matter of evidence. Said Regulation is reproduced below for the sake of convenience:

> *"Any party aggrieved from any order of the Authority and who, from the discovery of new and important matter of evidence or on account of some mistake or error apparent on the face of the record or from any other sufficient reasons, may file a motion seeking review of such order."*

8.4 It is a well-settled principle of law which is also contemplated in Order XLVII Rule 1 of the Code of Civil Procedure, 1908 that powers of review have limited scope and can only be extended where there is an error apparent on the face of the record and any new evidence which was not produced at previous forum. In the instant review motion, the Board did not observe any mistake or error apparent on the face of the record which led to the retraction of Order dated 10-11-2021. Further, the Petitioner has not come up with any new and important matter of evidence which was not considered by the Appellate Board while making its decision dated 10.11.2021. Therefore, there is neither any occasion to amend the impugned decision nor any error inviting indulgence as admissible in law.

9. In view of the above, the instant review motion of the Petitioner is dismissed and the decision dated 10.11.2021 of the Appellate Board is upheld. Furthermore, the Respondent is directed to overhaul the billing account of the Petitioner as per the aforesaid settlement deed and submit compliance report with this office within 30 days.

Abid Hussain
Member/Advisor (CAD)

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

Naweed Illahi Sheikh
Convener/DG (CAD)

Dated: 18-06-2025

APPELLATE BOARD

* My dissent note is attached.

My dissent note is as under:

1. Both the Petitioner as well as the Respondent failed to bring the material evidence regarding the implementation of the settlement deed dated 31.05.2018 in support of their contentions. Even, the Petitioner disowned the settlement deed and requested for upholding the decision of the Provincial Office of Inspection/Electric Inspector. Respondent LESCO was also given ample opportunities to submit the proof w.r.t the overhauling of billing account of the Petitioner as per the settlement deed, however, no record was provided by the Respondent in this regard. Under these circumstances, the alleged settlement deed dated 31.05.2018 cannot be made the basis for the determination of the billing dispute of the Petitioner for the period from November 2017 to June 2019.
2. As such, no settlement deed was finalized, therefore the decision of the Provincial Office of Inspection/Electric Inspector dated 13.07.2020 be upheld.

Naweed Illahi Sheikh
Convener (AB)/DG (CAD)