

National Electric Power Regulatory Authority

NEPRA Tower Attaturk Avenue (East) Sector G-5/1, Islamabad. Ph:051-2013200, Fax: 051-2600021

Consumer Affairs Department

TCD.07/ 3930 -2025 September 15, 2025

Chief Executive Officer, Hyderabad Electric Supply Company (HESCO), WAPDA Water Wing Complex, Hussainabad, Hyderabad

Subject: DECISION IN THE MATTER OF COMPLAINT FILED BY MR. ZULFIQAR ALI MEMON UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997

AGAIST IESCO REGARDING DETECTION BILL (AC# 12 37182 0549207)

Complaint # HESCO-NHQ-37745-05-24

Please find enclosed herewith the decision of NEPRA Complaints Resolution Committee, dated September 15, 2025 and submit compliance report within thirty (30) days.

Encl: As above

Copy to:

C.E/Customer Services Director,
 Hyderabad Electric Supply Company (HESCO),
 WAPDA Water Wing Complex, Hussainabad, <u>Hyderabad.</u>

 Mr. Zulfiqar Ali Memon, House No.A-67, Al-Rahim Villas, Qasimabad, <u>Hyderabad</u>. 0331-35016035 (Muhammad Bilat) Addl. Director (CAD)

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BEFORE THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY (NEPRA) Complaint No.HESCO-NHQ-37745-05-24

Mr. Zulfiqar Ali Memon House No.A-67, Al-Rahim Villas. Qasimabad, Hyderabad.

..... Complainant

VERSUS

Hyderabad Electric Supply Company (HESCO) WAPDA Water Wing Complex, Hussainabad, Hyderabad.

..... Respondent

Date(s) of Hearing:

February 27, 2025, April 9, 2025,

May 14, 2025 & June 12, 2025

Complainant:

Mr. Zulfigar Ali Memon

Respondent:

Mr. Farooque Tunio, XEN HESCO

Mr. Nadeem Ahmed, Addl. AM, HESCO

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SUBJECT: DECISION IN THE MATTER OF COMPLAINT FILED BY MR. ZULFIOAR ALI MEMON UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT. 1997

AGAIST IESCO REGARDING DETECTION BILL

(AC # 12 37182 0549207)

DECISION

This decision shall dispose of the complaint filed by Mr. Zulfiqar Ali Memon (hereinafter referred to as the "Complainant' or 'Consumer") against Hyderabad Electric Supply Company (hereinafter referred to as "Respondent" or "HESCO"), under Section 39 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (hereinafter referred to as the "NEPRA Act").

NEPRA received a complaint from the Wafaqi Mohtasib (Ombudsman)'s Secretariat, 2. Regional office Hyderabad on May 9, 2024 regarding the subject matter. Brief facts of the case are that, HESCO initially charged inflated monthly bills to its consumer from February, 2013 to February, 2015 against a single-phase domestic electricity connection bearing Reference No.12-37182-0549207-U with sanctioned load of 1 kW and the applicable tariff category is A-1(a). The Complainant approached HESCO on February 10, 2015 for rectification of

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overbilling, however, no action was taken on his request. Accordingly, HESCO was approached again on August 18, 2016 for the same issue and subsequently, a request was made on July 27, 2018 for the replacement of a burnt-out meter. However, HESCO neither took any constructive action for the disputed bills nor replacing the meter. The supply was being used continuously even though no meter existed at the site since 2018. At present, huge arrears are outstanding against the Complainant due to numerous detection bills and excessive monthly bills being charged. The Complainant requested NEPRA to intervene in the matter and resolve his above-said issue on merit.

- 3. The matter was taken up with HESCO. In response, a report dated July 5, 2024 was received whereby HESCO stated that the detection bills were charged to the Complainant amounting to Rs.529,282/- during the period from March 2021 To March 2024 due to discrepancy of theft of electricity through direct supply line, which was pointed out by a Meter Reader during the monthly meter reading(s) and this was also verified by the In-charge "Meter Supervisor" (Opt.) Sub Division HESCO Citizen Colony. Meanwhile the impugned connection was once again checked by HESCO during the proceedings of this case and reported that the Complainant has still been involved in direct theft of electricity supply without meter at site and he is now a defaulter of huge arrears of bills Rs.1,503,439/- for the past 90 months.
- 4. The report of HESCO was sent to the Complainant for information and comments; however, he replied vide a self-explanatory rejoinder letter dated February 12, 2025 and denied the allegation as levelled by HESCO against him for theft of electricity. Moreover, he added further that the impugned meter No.211980 was replaced by HESCO on June 3, 2016 with initial meter reading index 2654 kWh, whereas wrong meter reading was shown i.e. 4100 kWh on the next bill at that time. The same billing practices were again reported, therefore, he approached the SE (Opt.) on August 18, 2016. In continuation, the impugned connection was checked by the Supervisor and verified that there was no discrepancy in the aforesaid meter, besides this meter reading index 3667 kWh was observed in August 2016 (report is enclosed). Later on, the impugned meter was burnt out on July 27, 2018 which was reported to the concerned SDO (Opt.) for replacement of the same. However, a meter No.1498540 is now shown on the bill which has never been installed at the site.
- 5. In order to resolve the matter, hearings were held on February 27, 2025, April 9, 2025 and June 12, 2025, wherein both parties participated. During the hearing, the parties reiterated their earlier version(s). The Complainant further added that he is using supply through a solar system with battery backup for the past few years, because HESCO removed his electricity meter during the year 2018. Since then, no meter exists at site. XEN (Opt.) disowned the stance of complainant with respect to removal of meter, however, he failed to provide any authentic justification regarding detection/inflated bills except for submitting a copy of the theft notice, which was issued to the Complainant on July 2, 2024. Accordingly, the following documents were sought from HESCO i.e. (Details of actual/detection/average billing, adjustment notes of bills, copies of MCO, DCO & RCO), etc.
- 6. Another hearing held on June 12, 2025, the concerned XEN (Opt.) apprised that a relief for Rs.149,760/- has also been given to the Complainant from July 2014 to December 2014 against overbilling while he failed to justify the detection bills amounting to Rs.903,769/- was charged during the period from years 2018 to 2025 and disputed accumulative 33,619 monthly kWh/units was charged from year 2017 & onwards without meter. Moreover, he added that the Complainant is currently using direct supply at his premises for 7 kW connected load. Contrarily, the Complainant informed that the claim of HESCO for theft of electricity is baseless, because supply is being used through a solar system with sufficient

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battery backup since April 2020, and before this period, the supply was being used partially. To verify the stance of the Complainant, gas bill record and solar slip evidence have been thoroughly checked and has been found that the supply is still being used continuously at premises of the Complainant before and after installation of solar system in April 2020, which is contradictory to the above stance of the Complainant. Furthermore, HESCO is still hiding facts of solar load and no evidence of actual meter reading dial has yet been placed on record.

- HESCO failed to resolve the genuine grievances of the Complainant even though he formally approached several times to fix the bills and meter issues. According to the Chapter 4 of the CSM, in case a metering installation becomes defective/burnt (which was otherwise correct up to last billing cycle), DISCO shall replace the metering installation immediately or within two billing cycles if meters are not available then the consumer may be charged bills on average basis i.e. 100% of the consumption recorded in the same months of previous year or average of the last eleven months whichever is higher for a maximum period of two months. No previous charging shall be made against the consumer account if the meter was correct till the last billing cycle. Clause-6.1 of Consumer Service Manual (CSM) also provides clear mechanism of meter reading and Clause-6.2 envisages the procedure of percentage checking to ensure the accuracy of meter reading. Recording of correct meter readings is the responsibility of HESCO. Clause 6.1.4 of CSM provides that meter readers are responsible for checking irregularities/discrepancies in the metering system at the time of reading meters and report the same in the reading book/discrepancy book or through any other appropriate method as per the practice. The concerned officer/official has to take corrective action to rectify these discrepancies, however, the officials of HESCO failed to point out any such discrepancy or take appropriate action timely.
- 8. As evident above, detection bills were also charged to the Complainant for a long period, however, HESCO failed to submit any document (i.e. checking report, notice, detection proforma and evidence of theft of electricity, etc.) in support of their contention with regard to the impugned unlawful detection bills. It is concerning that despite a lapse of more than six years, the relevant officials at HESCO failed to take necessary remedial measures for the resolution of the said dispute. This situation suggests a lack of diligence and attention to regulatory requirements on their part. HESCO though alleged direct theft of electricity but no action as per Clause 9.1 of the CSM-2021 was taken against the Complainant. Hence there is no justification to debit any detection bill(s) to the Complainant without adhering to the procedure to establish direct theft as laid down in Chapter 9 of the CSM-2021.
- 9. From analysis of the available record provided so far, it has further been revealed that HESCO charged several inflated electricity bills to its consumer without any actual meter reading dial record of the impugned meter whereas there was no meter at site since year 2018 and onwards. As a result, the huge arrears of electricity Rs. 1,972,252/- are now outstanding against the Complainant. Clause-8.9 of the CSM stipulates that, in case consumer fails to pay the arrears amount, all legal measures/actions shall be initiated against such consumers for recovery of outstanding dues.
- 10. In such a disputed case, HESCO issued numerous detection bill on the basis of direct use of supply without establishing any proof of theft of electricity for the period from year 2018 & onwards whereas no authentic record of load was produced.
- 11. Foregoing in view, it is concluded that:

AFFAIR:

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i The bills, including detection bills charged by HESCO from January 2015 to August 2025, are unjustified and cancelled.

- ii The arrears of the bills before January 2015 are recoverable from the Complainant, being undisputed.
- iii HESCO is directed to charge the revised bills from January 2015 to April 2020 wherein gas consumption is established, the basis of said bills be made @ 20% load factor of the sanctioned load/connected load of the Complainant, whichever is higher, whereas the bills for the months wherein gas consumption is nil, be charged with minimum charges.
- iv The bills for the period from April 2020 to August 2025 be revised @ 20% load factor of the 50% of the connected load keeping view in the installation of solar system on the premises.
- v HESCO is further directed to restore the electricity supply of the Complainant's connection after confirmation of payment of the revised bills.
- vi Similarly, the Complainant will submit an affidavit before HESCO wherein he undertakes to use the supply through a new meter and strictly adhere to the provisions of CSM-2021.
- vii Billing account of the Complainant be overhauled, accordingly.

12. A compliance report in this regard be submitted within thirty (30) days.

(Engr. Ubed Ullah Memon)

Member, Complaints Resolution Committee/ Director (CAD) (Muhammad Irfan-ul-Haq)

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Member, Complaints Resolution Committee/ Assistant Legal Advisor (CAD)

(Naweed Wahl Shaikh)

Convener, Complaints Resolution Committee

Director General (CAD)

Islamabad, September 1/5, 2025