National Electric Power Regulatory Authority
ISLAMIC REPUBLIC OF PAKISTAN
NEPRA Head Office
Ataturk Avenue (East) Sector G-5/1, Islamabad.
Ph:051-2013200, Fax: 051-2600021

Consumer Affairs Department

TCD.09/3958-2026
October 09, 2026

Chief Executive Officer,
K-Electric Limited, KE House No. 39-B,
Sunset Boulevard Phase-II, Defence Housing Authority,
Karachi.

Subject: **DECISION IN THE MATTER OF REVIEW MOTION FILED BY KE AGAINST THE DECISION OF NEPRA COMPLAINTS RESOLUTION COMMITTEE IN THE MATTER OF COMPLAINT FILED BY M/S MUSHTAQ & CO. UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST K-ELECTRIC LIMITED REGARDING RESTORATION OF ELECTRIC SUPPLY (CONSUMER NO. BH-000764)**
KElectric-KHI-66763-12-25

Please find enclosed herewith the decision of NEPRA Complaints Resolution Committee (CRC) dated October 09, 2026, regarding the subject matter for necessary action.

Encl: As above

(Syed Ibad Ali Shah)
Deputy Director (CAD)

Copy to:

1. Mr. Asif Shajar,
   General Manager (Regulations),
   K-Electric Limited, KE House No 39-B,
   Sunset Boulevard Phase-II, Defence Housing Authority,
   Karachi.

2. Mr. Abid Hussain, Advisor,
   Provincial Office Consumer Affairs,
   Office # 101, 1st Floor, Balad Trade Centre,
   Aalamgir Road, B.M.C.H.S., Bahadurabad,
   Karachi.

3. M/S Mushtaq & Co.),
   Office No. 111, 1st Floor, International Trade Center,
   10/2, SR-2, Hasrat Mohani Road, Adjacent KCCI, Karachi.
   Ph. 0300-8229570

BEFORE THE
NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
(NEPRA)
REVIEW MOTION FILED BY K-ELECTRIC IN
Complaint No. KElectric-KHI-66763-12-25

K-Electric Limited (KE) ..... **Petitioner**
KE House No.39B, Sunset Boulevard
Defence Housing Authority, Karachi.

Versus

M/s. Mushtaq & Co. .....**Complainant**
Office No. 111, 1st Floor, International Trade Centre,
10/2, SR-2, Hasrat Mohani Road, Adjacent KCCI, Karachi.
Contact No: 03008229570.

Date of Hearing(s): September 15, 2026

On behalf of:
Petitioner: 1) Mr. Asif Shajar (K-Electric Limited)
2) Mr. Umair Shaikh (K-Electric Limited)

Complainant: Mr. Muhammad Arif Bilvani, M/s. Mushtaq & Co.

Subject: **DECISION IN THE MATTER OF REVIEW MOTION FILED BY KE AGAINST THE DECISION OF NEPRA COMPLAINTS RESOLUTION COMMITTEE IN THE MATTER OF COMPLAINT FILED BY M/S MUSHTAQ & CO. UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST K-ELECTRIC LIMITED REGARDING RESTORATION OF ELECTRIC SUPPLY (CONSUMER NO. BH-000764)**

This decision shall dispose of the of the motion for leave for review filed by KE (hereinafter referred to as the "Petitioner" or "KE"), against the decision of NEPRA Complaints Resolution Committee dated June 08, 2026 in the matter of complaint filed by M/s. Mushtaq & Co., through Muhammad Arif Bilvani, (hereinafter referred to as the "Complainant") against K-Electric Limited under Section 39 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (hereinafter referred to as the "NEPRA Act").

2. Brief facts of the case are that the Complainant had applied to KE for temporary disconnection of electricity supply in March 2023. KE disconnected the supply pursuant to the request. Subsequently, the Complainant approached KE in December 2025 for restoration of the electricity supply, whereupon KE demanded an updated Security Deposit on the ground that the period of disconnection had exceeded 365 days. The matter was examined by NEPRA and, after hearing the parties, the Complaints Resolution Committee (CRC), vide its Decision dated June 08, 2026, directed KE to recover the applicable minimum/fixed charges from the Complainant after expiry of the

eleven-month temporary disconnection period, without demanding any updated Security Deposit or RCO fee.

3. Being aggrieved with the decision of Complaints Resolution Committee (NEPRA), KE filed a motion for leave for review. KE inter-alia has contended that the decision did not consider the clauses 5.2.2 and 8.6.3 of the Consumer Service Manual (CSM) relating to Security Deposit upon reconnection where the disconnection period exceeds 365 days. KE has submitted that the Complainant applied for reconnection in December 2025 after remaining disconnected for more than 365 days and, therefore, the difference between the Security Deposit already paid and the Security Deposit payable at prevailing rates was recoverable under Clause 8.6.3 of the CSM. KE has further contended that CSM's clause 8.6.3 is an independent provision governing Security Deposit for reconnection and was not considered in the earlier Decision.

4. The motion for leave for review filed by KE was considered and accordingly, a hearing was held on September 15, 2026 at NEPRA Regional Office, Karachi which was attended by both the parties wherein both parties reiterated their respective positions. KE maintained that the provisions relating to Security Deposit under clause 8.6.3 of the CSM are independent of the provisions governing temporary disconnection and become applicable where the period of disconnection exceeds 365 days. The Complainant, on the other hand, maintained that the connection was temporarily disconnected at his request and that the temporary disconnection period prescribed under the CSM is eleven months. It was further submitted that KE failed to follow the procedure after expiry of the temporary disconnection period and, therefore, could not subsequently treat the connection as a case attracting updated Security Deposit merely on the basis of passage of 365 days.

5. The case has been examined in detail in light of the Review Petition, record made available by the parties, arguments advanced during the hearing and applicable provisions of the CSM. The following has been observed:

i. The instant matter pertains to reconnection of power supply of the connection bearing consumer No. BH-000764 installed at the Complainant's premises having tariff category B3 having sanctioned load 400 kW which was temporarily disconnected by KE on request of the consumer.

ii. KE, in its Review Motion, has primarily relied upon clause 8.6.3 of the CSM on the ground that the period between temporary disconnection and the request for restoration exceeded 365 days. However, this interpretation is not justified in the circumstances of the instant case. The 365-day threshold referred to in clause 8.6 relates to the Security Deposit applicable at the time of reconnection of a permanently disconnected connection.

iii. Subsequent to the above; the clause 8.3 of the CSM provides for temporary disconnection of electricity supply for a maximum period of eleven months. Further, clause 8.3.4 of the CSM provides that after expiry of the permissible temporary disconnection period, minimum/fixed charges become applicable even where the consumer has not applied for reconnection or has not used electricity. In case of default in payment of such bills, KE may proceed for permanent disconnection in accordance with the prescribed procedure.

iv. In the instant case, the earlier Decision had already observed that KE did not issue the applicable bills after expiry of the eleven-month temporary disconnection period. Had KE followed the prescribed procedure and issued the applicable bills, and the Complainant defaulted in payment thereof, KE could have proceeded for permanent disconnection in accordance with the CSM and recovered security deposit upon reconnection.

v. In other words, expiry of eleven months of temporary disconnection did not, by itself, convert the connection into a permanently disconnected connection. KE was required to follow the procedure prescribed under clause 8.3.4 after expiry of the temporary disconnection period. The record, however, shows that KE did not undertake the requisite process and instead continued the connection in the disconnected state without issuing the applicable bills. The earlier Decision had accordingly held that the demand of updated Security Deposit at the stage of restoration was not justified.

6. A motion seeking review of any order is competent only upon the discovery of new and important matter of evidence or on account of some mistake or error apparent on the face of record. The perusal of the decision sought to be reviewed clearly indicates that all material facts and representations made were examined in detail and there is neither any occasion to amend the impugned decision nor any error inviting indulgence, as admissible in law, has been pointed out. Therefore, we are convinced that the review would not result in withdrawal of the impugned decision; therefore, there is no ground to modify the decision dated June 08, 2026. As such the said decision is upheld, therefore KE is directed to implement the directions contained in the decision in letter and spirit, and recover only the applicable minimum/fixed charges from the Complainant after expiry of the eleven-month temporary disconnection period, without demanding updated Security Deposit or RCO fee. The Review Motion is disposed of in the above terms.

(Lashkar Khan Qambrani)
Member, Complaints Resolution Committee/
Director (CAD)

(Muhammad Irfan-ul-Haq)
Member, Complaints Resolution Committee/
Assistant Legal Advisor

09/10/26

(Naweed Illahi Shaikh)
Convener, Complaints Resolution Committee/
Director General (CAD)

Islamabad, October 09 , 2026