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National Electric Power Regulatory Authority Islamic Republic of Pakistan

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**OFFICE OF THE
REGISTRAR**

No. NEPRA/R/TCD-09/10090-91

27-8-2014

Chief Executive Officer,
K-Electric Limited (KEL),
House No. 39-B, Sunset Boulevard Phase-II,
Defense Housing Authority, Karachi.

Subject: Decision in the Matter of Complaint Filed by Dr. Syed Raza Ali Gardezi under Section 39 of The Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 Against K-Electric Limited Regarding Charging for Replacement of Burnt Meter (Consumer# AL032658)
Complaint # KE-379/2013

Please find enclosed the decision of Member (Consumer Affairs) in the subject matter for information and necessary action.

Encl : As Above

27/8/14
(Mikhar Ali Khan)
Deputy Registrar

Copy to:

Dr. Syed Raza Ali Gardezi, 165/A, Sir Syed Road, Block-3, P.E.C.H.S, Karachi.



**BEFORE THE
NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
(NEPRA)**

Complaint No: KE-379-2013

Dr. Syed Raza Ali Gardezi, Complainant
165/A, Sir Syed Road,
Block-3, PECHS, Karachi.

Versus

K- Electric Limited, Respondent
(Formerly Karachi Electric Supply Company, KESCO)
KE House No.39-B,
Sunset Boulevard Phase-II,
Defence Housing Authority, Karachi.

Date of Hearing: May 2, 2014

Date of Decision: August 27, 2014

On behalf of:


Complainant Dr. Syed Raza Ali Gardezi

Respondent: 1) Mr. Rafique Ahmed Sheikh, General Manager (Regulations)
2) Mir Muslehuddin Ahmed, Deputy General Manager

Subject: DECISION IN THE MATTER OF COMPLAINT FILED BY DR. SYED RAZA ALI GARDEZI UNDER SECTION 39 OF THE REGULATION OF GENERATION, TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER ACT, 1997 AGAINST K-ELECTRIC LIMITED REGARDING CHARGING FOR REPLACEMENT OF BURNT METER (CONSUMER # AL032658)

DECISION

1. This decision shall dispose of the complaint dated October 2, 2013 filed by Dr. Syed Raza Ali Gardezi (hereinafter referred to as the "Complainant") against K-Electric Limited (hereinafter referred to as the "Respondent" or "KE") under Section 39 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997.



The Complainant in his complaint stated that the single phase electricity meter installed outside his residence on an electric pole got burnt on July 29, 2013 and the same was replaced by KE on August 2, 2013. The Complainant added that KE has alleged that the terminal block had burnt out. The Complainant further stated that KE charged him Rs.2,286/- as cost of meter which is in violation of the provisions of Consumer Service Manual (CSM). The Complainant further stated that an inspection by KE staff was carried out on March 6, 2013 during which no anomaly was found; the meter was relatively new, having been replaced in 2010. The Complainant also stated that since KE has been charging monthly meter rent, therefore, the responsibility for maintenance of meter lies with KE and consumer cannot be charged for any fault in meter, especially if the same is installed outside the premises. The Complainant prayed that KE be directed to adjust/refund the said charges already paid by him.

3. The matter was taken up with KE for submission of para-wise comments. In response, KE vide its letter dated October 23, 2013 reported that the meter of the Complainant is installed outside the premises in ATB (Aerial Terminal Box) on an electric pole in a locked iron box and keys are with consumer himself. KE further reported that the 'terminal block' of the metering equipment was burnt out due to heavy load on same block. The said meter was changed on August 2, 2013 with remarks of "terminal block burnt out" by Meter Department. Accordingly, the cost of the meter amounting to Rs.2,183/- was charged to the Complainant as per NEPRA approved CSM. KE submitted that the meter cost charged to the Complainant is justified and liable to be paid by him.
4. The report of KE was sent to the Complainant for information / comments. In response, the Complainant vide his letter dated November 17, 2013 raised observations over the report of KE and informed that as per CSM, it is the responsibility of KE to maintain the meter. The Complainant further stated that during inspection on March 6, 2013, KE staff opened the box and did not close/reseal it; therefore, he prepared an open cover for the box to protect the meter. The Complainant added that his average monthly consumption over 12 months prior to burning of the meter was about 260 kWh. The Complainant further stated that the new meter installed shows Maximum Demand Indicator (MDI) of 1.87kW over the past four months, hence it is also not possible that meter terminal block was burnt out due to overloading rather the same may have been burnt due to loose connection made by KE officials. The Complainant further stated that three inspections have been conducted by KE during the same year on March 6, 2013, July 31, 2013 and August 29, 2013 during which no discrepancy was found in the meter and the maximum load/connected load of his premises is 2.8 kW.

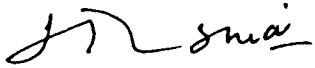
The case was again taken up with KE for submission of report in light of observations raised by the Complainant. In response, KE vide letter dated November 28, 2013 reiterated its earlier version and reported that the said reference of CSM is applicable in cases where meter wears out through normal atmospheric effects or through some internal fault in a meter for which a consumer cannot be held responsible, however, in the subject case the 'terminal block' of the meter was burnt due to heavy load.

6. The second report of KE was sent to the Complainant for his information/comments. In response, the Complainant vide his letter dated January 15, 2014 again raised his observations over the report of KE and reiterated his earlier version. The Complainant also submitted the opinion of an electrical consultancy firm, M/s Fahim, Nanji & Desouza (Pvt) Limited Consulting Engineers, who opined that "all four terminals of the meter (two incoming, two outgoing) carry the same amount of current. Any alleged overload current would have caused damage or at least some signs of distress to the other three terminals also. Since only one terminal was destroyed, it would seem that it was affected by slow over heating caused by a loose connection at that particular terminal." Upon receipt of second rejoinder, the matter was again taken up with KE to submit additional information with respect to updated record of MDI since January 2012 and updated billing statement of the Complainant's account. In response, KE vide its letter dated March 24, 2014 submitted the billing statement but the MDI was provided for the months of January 2014 to March 2014 only.
7. To probe further into the matter, a hearing was held on May 02, 2014 at Karachi which was attended by both the parties. During the hearing, the parties advanced their arguments on the basis of their earlier versions. Subsequent to the hearing, KE was directed vide letter dated May 8, 2014 to justify its charge of meter burnt out due to overloading with respect to the Complainant's maximum load of 2.87 kW against sanctioned load of 6 kW and provide total number of defective meters replaced by KE at its own expense since January 2012. In response, KE vide its letter dated May 21, 2014 stated that the consumption of the Complainant during the period from May 2012 to June 2012 and October 2012 to November 2012 indicates an extraordinary increase which resulted in damage to the meter due to overloading. Moreover, burnt out meter also comes under illegal abstraction of energy; as such, the meter cost charged to the Complainant is in accordance with procedure prescribed in CSM. KE also submitted that it has replaced 69443 (Residential and Commercial) and 3545 Industrial defective meters at its own cost in past one year.
8. The case has been examined in detail in light of documents provided by both the parties, arguments advanced during the hearing and applicable law. The following has been observed:



- i) The electricity meter of the Complainant was burnt out on July 29, 2013 which was replaced by KE on August 2, 2013. KE charged meter replacement cost to the Complainant amounting to Rs.2,183/- with the claim that the meter terminal block was burnt due to overloading.
 - ii) As per the provisions of Consumer Service Manual, the cost of meter is to be borne by the consumer if meter becomes defective/damage/burnt due to consumer's fault including overloading.
 - iii) The billing statement of the Complainant's account provided by KE shows that prior to July 2013 (when the meter was burnt) the average consumption of the premises for the last six months i.e. from January 2013 to June 2013, was 137 units per month, meaning thereby that there was no overloading by the Complainant. As per record, maximum load of the premises was 2.87kW. Moreover, the MIDI provided by KE shows reading as 0.76 meaning thereby that there was no overloading.
 - iv) KE has not provided concrete reasons to justify its claim that the meter was burnt due to overloading.
9. Foregoing in view, KE is hereby directed to adjust the meter cost amounting to Rs.2,183/- charged on account of meter replacement cost against the Complainant in the future bills of the Complainant.
10. Compliance report be submitted within thirty (30) days.

Islamabad, August 27, 2014


(Maj (R) Haroon Rashid)
Member (Consumer Affairs)

