

IN THE COURT OF MIRZA JAWAD A: BAIG,  
DISTRICT & SESSIONS JUDGE,  
PRESIDING OFFICER, DISTRICT CONSUMER COURT,  
50-Z, MODEL TOWN, DERA GHAZI KHAN.

(PHONE: PTCL: 0642474100. FAX: 0642470496. VNTEC: 0649239094).

Mohammad Imran Versus Manager Operation MEPCO & 3 others

Complaint/ Case No: 2530 / 451 / 12.  
Date of Institution: 19-05-2012.  
Date of Decision: 30-05-2012.

COMPLAINT ABOUT FAULTY SERVICE OF MEPCO

ORDER:

The claimant is represented by Malik Jafar Hussain Babbar Advocate while the defendants are represented by Kaleem Ullah litigation clerk as representatives of the defendants.

2. The case is at the **stage** of the summoning of the defendants who have not only appeared but also filed their joint written statement and joint written reply of stay application while the ancillary application has been filed on behalf of the claimant about non compliance of order dated 19-05-2012 relating to the issuance of 1/3 bill which does not require reply and being merged in the main complaint. The arguments have also been heard on joint request and the file has been perused in the light of the arguments. Now I proceed to discuss and **dispose off** the complaint in accordance with the findings in the following paragraphs.

3. Briefly stated the **grievance** of the claimant is to the effect that he is consumer of electricity with reference No. **05-15261-0396001-U**; sub division **Shah Sadar Din, D.G.Khan**; that he has challenged the bill of March 2012 on the ground that the same is in excess of meter reading and requested for the issuance of correct bill in accordance with reading of the meter and for cancellation of excess charges and for restraint against removal of the meter and other fixtures with request for the grant of Rs.2,00,000/- as damages and Rs.20,000/- as counsel fee and Rs.5,000/- as other charges.

4. The defendants have **contested** the complaint by filing their joint written statement in which they have raised certain preliminary objections and denied the allegations and contended that the bill is in accordance with consumption and requested that special costs should be awarded to them and the claimant should be directed to pay the bill.

5. It is pertinent to note that although **evidence** is necessary to be recorded under S.30 of PCP Act 2005 for disposal of the complaints by the Consumer Courts but since the procedural laws known as the Code of Civil Procedure, 1908; the Code of Criminal Procedure, 1898; the Qanun-e-Shahadat Order, 1984, the Bankers' Books Evidence Act, 1891; special rules of evidence u/s 118 of the Negotiable Instruments Act, 1881 are not strictly applicable to the proceedings of the Consumer Courts, as such the propriety demands that the regular evidence should not be recorded in such cases where the points for determination are mostly based on the copies of the admitted documents available in the file of the complaint or admitted in the pleadings just like the present case.

6. It is proper to be observed that the ELECTRICITY is a **PRODUCT** according to the definition provided in the Sale of Goods Act, 1930 and the said definition has been made applicable on the cases under PCP Act, 2005 by S.2 (j) of the latter Act. It is also observed that the AUTHORITY providing the ELECTRICITY as a product comes within the definition of the MANUFACTURER under S.2 (h) as such the AUTHORITY is obliged to fulfill all the responsibilities of a MANUFACTURER of the product under S.4 to 12 & 18 to 20 being supplied in dual capacity of the MANUFACTURER along with responsibilities of the SERVICE PROVIDER under S.13 to 17 of PCP Act, 2005. The responsibilities of the defendants are therefore dual as MANUFACTURERS as well as SERVICE PROVIDERS. The expectation of the public about better services of the MEPCO is therefore genuine and

enforceable under the law.

7. A perusal of the Consumer Service Manual issued by the defendants shows that it is provided by Rule 6.2 (b) that; "In cases where accumulated readings are recorded, **segregated** bills shall be prepared keeping in view the number of months for which the readings have been accumulated to give relief to the consumers".

8. It is provided by the said Manual relating to the complaints regarding **billing** by Rule 10.3 (a) (xiii) that 'Arithmetical errors: ROs and SDOs are both competent to correct such bills forth with upon receipt of the complaint".

9. It is obligatory for the defendants to **handle the complaint** relating to the errors in bills arising from wrong meter readings and wrong calculation of charges etc within seven days as provided in clause 10.3 (a) (i) in accordance with the procedure as laid down in chapter 10 of the Consumer Service Manual.

10. As far as the **cost of defective meter** for replacement is concerned, it is provided by Rule No.4.4 (a) of the Consumer Service Manual that "in case of replacement of a meter, the consumer's account shall not be liable to any adjustment on the basis of any discrepancy detected in the impugned metering equipment where the discrepancy is not attributable to any act or omission of the consumer.' It is pertinent to note that the cost of replacement of meter is to be borne by MEPCO relating to defective/ damaged/ brunt meter not due to consumer fault according to the table given under Rule 4.4 (e) of the said Manual. The replacement of defective meter is to be made free of costs according to the schedule provided at the end of Chapter 4 of the Consumer Service Manual of MEPCO.

11. It is clear from Ch.3 Rule 3.2 of the Consumer Service Manual containing the rules and regulations of MEPCO that; "Routine repair/ replacement of service wires feeding the consumer premises up to the **metering point** shall be the responsibility of the MEPCO".

12. I am of the view that every consumer is entitled to the bill based on correct **meter reading** and it is basic duty of the defendants to ensure proper checking of the meters regularly and to issue correct bills and failure to record correct reading amounts to the faulty and defective services entitling the consumers to move for correction of the bills as their right with reference to Chapter 6 relating to 'METER READING AND BILLING' of the Standard Consumer Service Manual of MEPCO available on internet. The defendants are bound to redress the complaints of the consumers within time limit fixed in Chapter 10 relating to 'CONSUMER COMPLAINTS' of the said Consumer Service Manual of MEPCO.

13. As far as the request for grant of damages is concerned, it is observed that it is settled law that the manufacturer or service provider is **not liable** for any damages except a return of the consideration or a part thereof and the costs, specifically where the consumer has not suffered any damages from the product or provision of service except lack of utility/ benefit.

14. It is pertinent to note that the **grant of damages** is curtailed even under Contract Act, 1872 in which it is provided in S.73 to 75 that the damages should be proportionate to the loss and not excessive by mentioning that such compensation for loss or damage caused by breach of contract is not to be given for any remote and indirect loss or damage sustained by reason of the breach. It is an embargo placed by the general law of contracts upon the powers of the courts about grant of damages.

15. It is also observed that further embargo on the **quantum of damages** to be awarded by the consumers courts has been placed by the law provided in S. 4, 10, 13 & 15 of PCP Act by declaring that the manufacturer or service provider shall be liable to a consumer for damages proximately caused by anticipated use of the product or provision of services that have caused damage but he shall not be liable for any damages except a return of the consideration or a part thereof and the costs in such cases where the consumer has not suffered any damages from the provision of service except lack of benefit or loss of utility as such I find that the claimant is not entitled to the recovery of the damages or compensation or litigation charges.

16. As far as the main grievance of the claimant is concerned about the **incorrect reading** mentioned in the disputed bills, it is observed that the claimant is entitled to the modification of the disputed bills in accordance with actual reading on the meter.

17. In accordance with above discussion, the complaint is **partly accepted** and direction is issued to the defendants to make the correction in the disputed charges and to issue modified bill in accordance with actual reading on the meter and the connection should not be disconnected meanwhile while the complaint is dismissed to the extent of the request about the grant of damages and counsel fee and other charges. The **ancillary application** about issuance of current bill and the **stay application** is accordingly disposed off.

18. *Parties are left to bear their **own** costs.*

19. *This order would become final u/s 34 of PCP Act 2005, if the **appeal** is not preferred within period of 30 days under S.33 of PCP Act 2005 & Rule 18 of PCP Rules 2009 in accordance with the Rules of Procedure of Honourable High Court.*

20. *In case of **delay** in compliance, the claimant is entitled to get the order implemented by filing the application for implementation with reference to S.31, 32 & 36 of PCP Act, 2005, if so required with the warning to the defendants that the **costs** to be incurred for and during the application for implementation would be liable to be recovered from them.*

21. *One attested **copy** of this order is directed to be provided to the claimant and one copy to the defendants jointly on filing the applications without **court fee tickets** even if filed on plain papers free of charge by entry with signatures in token of receiving in Dak Register with the clarification that extra copies would be liable to be issued at their own expenses.*

22. *The file of this complaint is to be **consigned** to the record room of this court duly page marked with proper index and after due completion and made available for issuance of attested copies and kept under safe custody till the period fixed for destruction in accordance with the Rules & Orders of Honourable Lahore High Court.*

Announced:  
30-05-2012.

(MIRZA JAWAD A: BAIG)  
D. & S. J. / P.O., D.C.C., D.G.K.,  
PUNJAB, PAKISTAN.