

IN THE COURT OF MIRZA JAWAD A: BAIG,
DISTRICT & SESSIONS JUDGE,
PRESIDING OFFICER, DISTRICT CONSUMER COURT,
DERA GHAZI KHAN, CAMPT AT LAYYAH.

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

Shoukat Ali versus Manager Operation MEPCO & 2 others

Complaint/ Case No:	2039 / 742 / 11.
Date of Institution:	17-12-2011.
Date of Decision:	20-03-2012.

COMPLAINT ABOUT FAULTY SERVICES

ORDER:

The claimant is represented by Rana Waris Ali Asad Advocate while defendants are represented by Khalid Iqbal litigation clerk of Karor sub division of MEPCO Layyah.

1. The court is on tour at Layyah.
2. The case is at the stage of the arguments. I have heard the arguments and perused the file. 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 the consumer of electricity under references No.29-15733-0911100-U and aggrieved by the disputed bills containing disputed charges being without reading, unjustified and liable to be cancelled. He has requested for restraining the defendants from disconnection.
4. The defendants have contested the complaint by filing brief written statement through SDO with the assertion that revised bill has been issued which has not been paid.
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 Consumer Service Manual 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. 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.'

11. 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. There is no allegation in the written statement about any defect attributable to the consumer.

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 Standard Consumer Service Manual of MEPCO. 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 Standard Consumer Service Manual of MEPCO.

13. In accordance with above discussion, the complaint is accepted and the defendants are restrained from disconnection otherwise than in accordance with law.

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

15. *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.*

16. *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.*

17. *A copy of this order is to be sent to the SDO concerned for compliance.*

18. *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.*