



BEFORE THE VIDYUT OMBUDSMAN FOR THE STATE OF TELANGANA
First Floor 33/11 kV Substation, Beside Hyderabad Boat Club
Lumbini Park, Hyderabad - 500 063

PRESENT : SRI MOHAMMAD NIZAMUDDIN
VIDYUT OMBUDSMAN

MONDAY THE TWENTY THIRD DAY OF JANUARY
TWO THOUSAND AND TWENTY THREE

Appeal No. 08 of 2022-23

Between

Hrudaya Mother and Child Hospital, opp: Bus stand, Vikarabad - 501101,
represented by Dr. V. Asha Jyothi, Cell: 9866761949.

.....Appellant

AND

1. The Assistant Engineer / Operation / Vikarabad Town / TSSPDCL / Vikarabad District.
2. The Assistant Divisional Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.
3. The Assistant Accounts Officer / ERO / Vikarabad / TSSPDCL / Vikarabad District.
4. The Divisional Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.
5. The Superintending Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.

..... Respondents

This appeal is coming on before me for final hearing on 22.12.2022 in the presence of Sri Madhu Sudhan Reddy, representative of the appellant and Sri P. Satyanaryana Reddy - ADE/OP/Vikarabad for the respondents and having stood over for consideration till this day, this Vidhyut Ombudsman passed the following:-

AWARD

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum - Greater Hyderabad Area (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL') in C.G.No. 107/2021-22 of Vikarabad Circle dt.23.03.2022.

CASE OF THE APPELLANT BEFORE THE FORUM

2. The case of the appellant is that the appellant is having electricity Service Connection No 1531012679 at her premises Block No-5, Gangaram Road, Vikarabad. She received some discrepancy in the electricity bills from February 2021 to December 2021. The respondents have sent abnormal bills to the subject Service Connection . They issued disconnection notices on 23.10.2021 and 25.11.2021 respectively. The appellant paid Rs 50,000/-(Rupees fifty thousand only) and Rs 90,000/-(Rupees ninety thousand only) but the respondents have not taken any steps in respect of the abnormal bill. It is accordingly prayed to direct the respondents to rectify the abnormal bills.

REPLY OF THE RESPONDENT BEFORE THE FORUM

3. In the written submissions and additional written submission of respondent No.2, it is stated that the premises of the appellant was inspected by him along-with respondent No.1 on 29.12.2021. The appellant installed solar panels in September 2015. It was connected to the clinic of the appellant.

The said solar panel of the appellant failed in the month of February 2020. There was accumulated reading of the meter in February 2021. The meter of the Subject Service Connection was sent to LT Lab at Ibrahimbagh on 29.10.2021 and it was found that the meter was performing properly. The consumption recorded in the subject meter was billed in October 2021 and the final bill was issued for Rs 1,80,524/-. Since 2016, the solar panel of the appellant was not working.

4. In the written reply submitted by respondent No.3, it is stated that on verification of the service records it was found that the export reading was more than the import KWH and KVAH readings. The demand was raised for net meter settlement for 20994 units amounting to Rs 1,80,524/-.

AWARD OF THE FORUM

5. After considering the material on record and after hearing both sides, the learned Forum has allowed the complaint in part directing the appellant to pay 50% of the amount demanded within (30) days and also directing respondents to collect the balance 50 % from the meter reader.

6. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, contending among other things, that there was no inspection of the meter performance for every (6) months. If the meter reader was at fault, the appellant cannot be penalised.

WRITTEN SUBMISSIONS OF THE RESPONDENTS

7. In the written submissions of respondent No 2, before this Authority he has reiterated the written submission made by him before the learned Forum. It is also stated that the bill was revised as per the Tariff Order from the date of installation of the net meter. The bills are being issued from December 2021 till date.

8. Heard both sides.

POINTS

9. The points that arise for consideration are:-

- i) Whether the appellant is entitled for the withdrawal of balance amount also?
- ii) Whether the impugned Award of the learned Forum is liable to be set aside? and
- iii) To what relief?

POINT No. (i) and (ii)

ADMITTED FACTS

10. It is an admitted fact that the respondents have released Service Connection No. 153101-12679 to the appellant at her hospital, Vikarabad. There is no dispute that the appellant has paid the demanded amount.

SETTLEMENT BY MUTUAL AGREEMENT

11. Both the parties have appeared before this Authority on different dates. Efforts were made to reach a settlement between the parties through the process of conciliation and mediation. However, no

settlement could be reached. The hearing, therefore, continued to provide reasonable opportunity to both the parties to put-forth their case and they were heard.

REASONS FOR DELAY IN DISPOSING OF THE APPEAL

12. Since I took charge as Vidyut Ombudsman on 01.07.2022 and since there was no regular Vidyut Ombudsman earlier, the appeal was not disposed of within the prescribed period.

CRUX OF THE MATTER

13. The present appeal filed by the appellant is against the bill of Rs 1,80,524/- raised for 37862 KWH units in the month of October 2021, against the net metering solar power Service Connection No 1531012679. Before going to the rival contentions of the parties, it is necessary to go through the relevant regulation in connection with the present subject.

The Regulation towards sale of electricity from the rooftop solar photovoltaic system is regulation No. 6 of 2016 which is reproduced here-under:-

What is 'Net Metering:-

“Clause 17 "Net Metering" means an arrangement under which a Rooftop Solar PV System installed at an Eligible Consumer's premises and delivers surplus electricity, if any, to a Distribution Licensee after off-setting the quantum of electricity supplied by the distribution licensee to such Eligible Consumer during the applicable billing period.

Clause (18) "Net meter" means an appropriate energy meter which is capable of recording both import and export of electricity

or a pair of energy meters one each for recording the import and export of electricity, as the case may be;”

There are basically two parameters which are to be recorded while taking the meter readings apart from other parameters of the net meter i.e export and import in KWH units. The export reading determines the energy consumption exported to the distribution network of the licensee i.e energy produced through solar power and import reading determines the actual energy consumption availed through the distribution network of the licensee. The Clause 10 of the said Regulation reads Energy Accounting and Settlement as under:-

“Clause 10.2:- Provided that if the quantum of electricity exported exceeds the quantum imported during the Billing Period, the excess quantum shall be carried forward to the next Billing Period as credited Units of electricity and the eligible consumer shall get a monthly minimum bill;”

If the quantum of electricity Units imported by the Eligible Consumer during any Billing Period exceeds the quantum exported, the Distribution Licensee shall raise its invoice for the net electricity consumption after adjusting the credited Units of electricity.

14. The respondents have submitted that the disputed amount was raised consequent to wrong readings taken by the line inspector Sri K.Venkatesh. The import readings were recorded as export readings and vice-versa which resulted in erroneous billing, resulting in issue of minimum bills instead of actual consumption. The efficacy of the net meter was also

probed. The MRT lab test produced results as the meter is working normal within the permissible error limits. It was reckoned that the Solar unit was not in working condition. After discovering the mistake, the bills were revised raising the short fall units of 37,862 for an amount of Rs1,80,524/- during the month of October 2021. The AE/Operation/Vikarabad, given the following meter particulars after correction as shown below:-

Meter Particulars:

Serial Number-14783669, make:LT, Cap-10.60A, 3-phase meter,

Import Readings	Export readings
KWh-38630.38	KWh-768.53
KVAh-40369.36	KVAh-776.11
MD-3.67	MD-0.0

Total Building Load is 9.068KW.

The appellant opposed such levy of disputed amount stating that there is no evidence to show that the solar panels were not working; that the meter testing was conducted in the MRT lab unilaterally in his absence; that the meter was replaced even though the earlier meter was tested healthy; that the periodical testing for every (6) months stipulated was not done and that the appellant has not indulged in any unlawful activities, even though it was penalised with a hefty amount.

15. Here it is pertinent to refer Clause 8.5 of the regulation 6 of 2016:-

Clause 8.5:- The Rooftop Solar PV Energy Generator shall be responsible for safe operation, maintenance and rectification of

defect of its system up to the interconnection point beyond which the responsibility of safe operation, maintenance and rectification of any defect in the system including the net meter shall rest with the distribution licensee.”

The safe operation and maintenance and any defect in the system of solar panel has to be identified by the appellant through the private agency who installed the net metering arrangement. The consumption in the export port of the meter shows that the reading is constant 765 KWH units without any progressive reading. This shows that there were no solar power units generated for a considerable period. This aspect is to be handled by the appellant, to ensure whether there was solar power generation or not. The appellant enquired on the authenticity over non generation of solar power units. This can be ascertained by the available records given by the energy meter manufacturing company, viz. M/s. Larsen and Toubro Limited, through energies report which is shown below:-

Meter.No.14783669

Date	(IMPORT)FWD KWH	(EXPORT)REV KWH
11/2/2022	38880.33	769.53
1/12/2021	38880.33	769.53
1/11/2021	38268	768.50
1/9/2021	37092	768.50
1/7/2021	36068.15	768.50
1/5/2021	35003.50	768.50
1/3/2021	34625	768.50

The above records clearly show that the correction of readings from Export to Import and vice-versa by the respondents is correct and beyond any doubt. Previously the readings shown in the above table in the import column was taken as export reading and vice-versa, which resulted in erroneous billing. Further it also reflects that there is no solar power generation since the export readings were not progressive, because the non production of solar units might be due to any defect in the solar panel.

16. Further, the Clause 10.3 of Regulation 6 of 2016, gives the settlement of units procedure which is reproduced hereunder:-

“Clause 10.3:- The unadjusted net credited Units of electricity shall be settled by the Licensee twice in a year viz., in June and December. The net export units credited for the six month period shall be settled at its average cost of power purchase as approved by the Commission for that year. The sum so arrived shall be either adjusted in the next month's electricity bill or deposited in the bank account of the eligible consumer furnished to the Licensee at the time of filing of the application.”

The above Clause imparts the responsibility of checking the meter readings by way of settlements every six months on respondents. Had the meter readings been verified every (6) months, the present dispute could have been avoided. Hence there is negligence on the part of the licensee, rightly so the meter reader who recorded wrong readings was punished.

17. The record shows that the inception of the rooftop solar panel was during the month of September 2015. The previous period consumption of

energy prior to the solar panel erection shows that there was an average consumption of 400 units to 500 units reckoned from the date of release of the Service Connection i.e. dt. 19.12.2012. After installation of the rooftop solar panel, the energy consumption got reduced considerably at an average below 100 units per month, with stray months recording above 100 units. Thereafter when the mistake in meter readings were rectified again the average monthly billed units got upto 500 units. The above given pattern of power consumption since the date of release of the Service Connection 1531012679 to August 2022, fits the theory of the respondents. The questions raised by the appellant over the energy meter replacement or the periodical testing for every (6) months has no relevance since the dispute arose consequent to recording wrong readings as discussed above.

18. In view of the aforementioned paras, there is no scope further to award the total withdrawal of the disputed amount. Accordingly I hold that the appellant is not entitled for withdrawal of the balance amount and the Award of the learned Forum is not liable to be set aside. These points are accordingly decided against the appellant and in favour of the respondents.

POINT No. (iii)

19. In view of the findings on point No. (i) and to (ii), the appeal is liable to be rejected.

RESULT

20. In the result, the appeal is rejected, without costs, confirming the Award passed by the learned Forum.

A copy of this Award is made available at <https://vidyutombudsman-tserc.gov.in>.

Typed to my dictation by Private Secretary, corrected and pronounced by me on this the 23rd day of January 2023.

Sd/-
Vidyut Ombudsman

1. Hrudaya Mother and Child Hospital, opp: Bus stand, Vikarabad - 501101, represented by Dr. V. Asha Jyothi, Cell: 9866761949.
2. The Assistant Engineer / Operation / Vikarabad Town / TSSPDCL / Vikarabad District.
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6. The Superintending Engineer / Operation / Vikarabad / TSSPDCL / Vikarabad District.

Copy to

7. The Chairperson, Consumer Grievances Redressal Forum of TSSPDCL - Greater Hyderabad Area, Door No.8-3-167/E/1, Central Power Training Institute (CPTI) Premises, TSSPDCL, GTS Colony, Vengal Rao Nagar, Erragadda, Hyderabad - 45.