



**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**

TUESDAY THE ELEVENTH DAY OF JULY  
TWO THOUSAND AND TWENTY THREE

**Appeal No. 11 of 2023-24**

Between

Smt.J.Nagasree, w/o. late Sri J.V.Sanath Kumar, Villa No.17, VITIS Villas,  
Dhulapally Road, Kompally, Hyderabad - 500 014. Mobile No. 8897083440,  
9701530824.

**.....Appellant**

**AND**

1. The Assistant Engineer/OP/Kompally/TSSPDCL/Medchal-Malkajgiri District.
2. The Assistant Divisional Engineer/OP/Quthbullapur/TSSPDCL/Medchal-Malkajgiri District.
3. The Assistant Account Officer/ERO/TSSPDCL/Quthbullapur/TSSPDCL/Medchal-Malkajgiri District.
4. The Accounts Officer/Revenue/Medchal Circle/TSSPDCL/Medchal-Malkajgiri District.
5. The Divisional Engineer/OP/Medchal/TSSPDCL/Medchal-Malkajgiri District.
6. The Superintending Engineer/OP/Medchal Circle/TSSPDCL/Medchal-Malkajgiri District.
7. The Chief General Manager / Commercial/Corporate Office/TSSPDCL/Mint Compound / Hyderabad.
8. The Chief General Manager / IPC / Corporate Office / TSSPDCL / Mint Compound / Hyderabad.

**..... Respondents**

This appeal is coming on before me for final hearing on 21.06.2023 in the presence of the appellant in person and Sri K.Ravi Krishna - AAO/ERO/ Quthbullapur- respondent No.3 for the respondents and having stood over for consideration till this day, this Vidyut Ombudsman passed the following:-

### **AWARD**

This appeal is preferred aggrieved by the Award passed by the Consumer Grievances Redressal Forum (in short 'the Forum') of Telangana State Southern Power Distribution Company Limited (in short 'TSSPDCL') in C.G.No.342/2022-23, Medchal Circle dt.06.04.2023, rejecting the complaint.

### **CASE OF THE APPELLANT BEFORE THE FORUM**

2. The case of the appellant is that for the premises of the appellant Villa No.17 at Kompally, the respondents have released Service Connection No. 060103924. The husband of the appellant died on 22.05.2020. The Service Connection was transferred thereafter in the name of the appellant on 31.01.2023. The appellant installed a solar Net Meter with a load of 5 KW in February 2018. The CC bills were paid by the consumer (appellant) as demanded by the respondents. All of a sudden the appellant has received a notice from respondent No 3 demanding to pay Rs. 1,37,370/- towards short billed units against the subject Service Connection. It was accordingly prayed to do justice.

### **WRITTEN SUBMISSIONS OF THE RESPONDENTS**

3. In the written reply submitted by respondent No.1, it is stated that a 3 - phase Service Connection with 5 KW load was released to the subject villa on 21.11.2005. In February 2018 the consumer installed solar Net Meter, with CMD of 5 KW under Category (I) domestic. Owing to wrong Net Meter export reading, the check reading for bill revision was sent to ERO for revision of bill from the date of release of Net Meter. The bill was revised and a demand was raised in September 2020 for Rs. 1,16,636/-. The consumer has paid 50% of the total amount on 28.02.2021 as per the orders of the Hon'ble High Court in W.P No.4791 of 2021. The appellant has to pay the balance amount.

4. In the written reply submitted by respondent No.3 also he made similar contents to that of respondent No.1

### **AWARD OF THE FORUM**

5. After considering the material on record and after hearing both sides, the learned Forum has rejected the complaint, however, directing the respondents to take necessary disciplinary action against the erring staff/meter reader.

6. Aggrieved by the Award passed by the learned Forum, the present appeal is preferred, contending among other things, that the learned Forum has not considered the material on record properly. The claim of the

respondents is not correct. Hence it is prayed to direct the respondents to refund the excess amount collected from the appellant.

### **WRITTEN SUBMISSION OF THE RESPONDENTS**

7. In the written reply submitted by respondent No.3, he reiterated the contents of his written reply filed before the learned Forum.

### **ARGUMENTS**

8. Heard both sides.

### **POINTS**

9. The points that arise for consideration are:-
- i) Whether the appellant is entitled for refund of any excess amount?
  - ii) Whether the impugned Award passed by 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 the subject Service Connection to the premises of the appellant. It is also an admitted fact that in February 2018 the appellant got installed a solar Net Meter to her premises.

## **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. The present representation was filed on 26.05.2023. This appeal is being disposed of within the period of (60) days as required.

## **CRUX OF THE MATTER**

13. The appellant filed the present appeal against the notice given by AAO/ERO/Quthbullapur for payment of Rs. 1,37,370/-. The details of the amount as per the notice are given below:-

Net Meter Units Consumption from the date of Net Meter Fixed (import units)	22169	
Net Meter Units Consumption from the date of Net Meter Fixed (Export units) up to Dec-20	2047	
Import Units-Export Units (22169-2047)=20122 Billed units	Rs.	154408.10
From the date of Net Meter Fixed the amount paid by the consumer	Rs.	(-)18702.00
ISD Amount 3 times	Rs.	(-)186.10
JANUARY bill to be paid	Rs.	(+)1850.00
Final amount to be paid by the consumer	Rs.	137370=00

It is relevant to reproduce the following Clauses of Regulation 6 of 2016 of Hon'ble  
Telangana State Electricity Regulatory Commission connecting the present dispute,  
which are as under:-

**“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 above 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 appellant's case is that for the year 2016 and 2017 the average consumption was (436) units per month before solar Net Metering arrangement and after the average units were 121. According to the appellant after 37 months of solar power Net Metering arrangement, the respondents claim that the solar unit was not working, which is not justified. Hence the appellant requested to revise the demand placed by the respondents. The respondents' case is that since February 2018 to December 2020 wrong export readings were recorded, the same were rectified by raising the demand in the month of September 2020 for an amount of Rs. 1,16,636/- and the export reading (1506) was updated in the Energy Billing System (in short EBS). Totally the revised Import units arrived at are 20,122 units amounting to Rs. 1,54,408/-. After deduction of the payments made by the appellant, the final amount to be paid was Rs 1,37,370/-. Now the amount to be paid as on 23.1.2023 is given below:-

1	Amount pending to end of 2/2022	Rs. 57,317.00
2	Demand from 3/2022 to 23.1.2023	Rs. 5,745.50 (+)
3	Payments received from 3/2022 to 23.1.2023	Rs. 6,239.50 (-)
4	Amounts to be paid as on 23.01.2023	Rs. 56,823.00

15. The AAO/ERO raised the short billing amount of Rs 1,37,370/- for the period from February 2018 to December 2020 for difference of units of 20122. Regularly the appellant availed the electricity supply as per their usage. This means the bills were issued with less demand as against actual consumption. It is quite clear that whatever the consumption the appellant has utilised is liable to be paid. It is beyond doubt that the licensee could have averted the present dispute had they reconciled the Net Metering consumption from time to time as mentioned in the Clauses 10.2 and 10.3 of Regulation 6 of 2016. 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 consumption in the export part appears to be not optimal. The responsibility over safe operation, maintenance and rectification of defects in the system of the rooftop solar PV energy generator lies with the appellant. Hence, over the years the appellant too did not see the actual consumption of power generated and did not raise complaint during these years and remained silent by paying the bills generated.

16. In view of the aforementioned discussion, there is no scope for further withdrawal of the disputed amount. Accordingly I hold that the appellant is not entitled for withdrawal of the short billed 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)**

17. In view of the findings on point No. (i) and to (ii), the appeal is liable to be rejected. However, having regard to the facts and circumstances of the case, the appellant is entitled for grant of instalments to pay the balance amount.

**RESULT**

18. In the result, the appeal is rejected, without costs, confirming the Award passed by the Forum including disciplinary action against the erring staff. The appellant is granted (10) monthly equal instalments to pay the balance due amount. The first of such instalments shall be paid on or before 31.08.2023. The remaining instalments shall be paid within every month thereafter. The respondents are directed to comply with the above orders by issuing instalments orders to the appellant within (15) days from the date of receipt of a copy of this order.

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

Typed to my dictation by Office Executive cum Computer Operator, corrected and pronounced by me on the 11th day of July 2023.

**Sd/-  
Vidyut Ombudsman**

1. Smt.J.Nagasree, w/o. late Sri J.V.Sanath Kumar, Villa No.17, VITIS Villas, Dhulapally Road, Kompally, Hyderabad - 500 014. Mobile No. 8897083440, 9701530824.
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9. The Chief General Manager / IPC / Corporate Office / TSSPDCL / Mint Compound / Hyderabad.

**Copy to**

10. 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.