MGVCL

MADHYA GUJARAT VIJ COMPANY LIMITED

Consumer Grievances Redressal Forum

Reg. Office: Sardar Patel Vidhyut Bhavan, Race Course, Vadodara-390 007.
CIN No. U40102GJ2003SGC042907
Phone No. (D) 0265-2330635, Fax No. 0265-2337918/ 2338164
Web site:www.mgvcl.com E-mail: serc.mgvcl@gebmail.com

Ref No. MGVCL/RA&C/Forum/Hearing/467
Date : ~~07~~ 08/07/2025

Complain No.MG-I-03-2025-26

To
M/s.Anil Colour Ind P Ltd.
Plot No.125-1, GIDC
Nandesari- 3910340
Dist. Vadodara.

Sub: Your grievances regarding Wrong Billing
Ref: Your application dated 02/06/2025

Dear Sir,

Enclosed herewith please find the order of the Consumer Grievances Redressal Forum as mentioned above.

Thanking You,

Yours Sincerely,
For & on behalf of CGRF

-.8/7
Convener

Encl: As above
cfwcs along with order to:
ETA to MD MGVCL Corp Office, Vadodara
C E (T&O) MGVCL Corp Office, Vadodara
copy to:
SE (O&M) MGVCL - CO Baroda
SE(DSM) MGVCL, Corporate Office
..He is requested to execute final wheeling agreement within 15 days.
EE (O&M) MGVCL DO Baroda
--He is requested to submit Action Taken Report within 7 days from the date of issue of this letter.

CGRF formed under the provision of IE Act 2003, Sub Clause 42(5) as well Notifications No.2/2019 and No. 03 of 2023 of GERC (CGRF & Ombudsman)

BEFORE THE CONSUMER GRIEVANCES REDRESSAL FORUM
MADHYA GUJARAT VIJ CO LIMITED
CORPORATE OFFICE, 5TH FLOOR SP VIDYUT BHAVAN,
RACECOURSE, VADODARA 390 007

Complaint No.	MG-I-03-2025-26
Complainant	M/s Anil Colour Industries (P) Ltd., Plot No. 125/1, GIDC Nandesari, Dist: Vadodara
Respondent	Madhya Gujarat Vij Company Limited (MGVCL)
Date of hearing	26.06.2025 at Corporate Office, MGVCL Vadodara

QUORUM	NAME
Chairperson	Shri P C Patel, ACE (RA&C) MGVCL Vadodara
Finance Member	Shri Neeraj Jangid, I/c CFM, MGVCL Vadodara
Independent Member	Shri Sajjansinh A Padwal
Representative of Consumer	Shri K.B. Dhebar
Representative of Prosumer	Shri M.M. Piprotar

The complaint dated 02.06.2025 regarding issues of wrong billing.

1.0 On 26.06.2025, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein the Shri Bhagirathsinh Dodiya on behalf of the Complainant whereas Shri S.M. Patel - Deputy Engineer, Shri K Bhatt - DE(Lab) and Shri H R Patel, Senior Assistant of Baroda (O&M) Division appeared as respondent on behalf of MGVCL before the Forum. Both the parties were heard.

2.0 The brief history of the case is as under -

2.1 M/s Anil Colour Industries (P) Ltd. is having a 100 KW LTMD Connection No. 51212/02636/5 at 125/1 GIDC Nandesari under MGVCL Nandesari S/Dn.

2.2 The consumer has signed Provisional Agreement on 24.09.2024 with MGVCL for wheeling of 0.3 MW capacity by injecting power from their Solar Plant connected at 66 KV Sitpur - 11 kv GETCO S/s to the point of consumption at GIDC Nandesari, MGVCL LT Connection No. 51212/02636/5.

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2.3 The consumer has raised grievance related to billing done by MGVCL w.r.t. to the (i) recovery of Banking Charges (ii) Set-off of surplus Peak

Solar energy not given against consumption during Non-peak hours (iii) recovery of Electricity Duty on Solar generation and (iv) Application of GETCO losses on the energy calculation when both injection and drawl of power is within same DISCOM.

3.0 The representative of the complainant contended during the hearing that -

3.1 In the energy bill issued by MGVCL Nandesari Sub-Division, Banking charges are recovered on the entire Solar power generation instead of on the Banked Energy. It was stated that as per Gujarat RE Policy, 2023, Banking charges are applicable only on the 30% allowable banked energy which is clarified in the GUVNL letter dated 31.08.2024.

3.2 It was submitted that as per the billing done, set-off of generation during Peak hours is given against consumption during Peak Hours and set-off of generation during Off-Peak hours is given against consumption during Off-Peak Hours. However the surplus generation from Peak Hours is not given as set-off during rest time. It was requested to give set-off of surplus peak generation against night time consumption.

3.3 It was further submitted that MGVCL has levied Electricity Duty (ED) on the entire consumption and not granted credit of ED on the energy set-off given against Solar generation.

3.4 It was also submitted that the Solar Power is both being injected and consumed within the same DISCOM, hence as per the provisions of GERC Open Access Regulations, 2011 GETCO transmission losses are not applicable.

4.0 The respondent contended that -

4.1 The consumer has not signed the Final Agreement for wheeling of power in accordance with the GERC Solar Tariff Order 2024.

4.2 The banking charges was recovered on the total generation in absence of clarity on Banked energy. The banking charges will be re calculated in accordance with GUVNL letter dated 31.08.2024 and appropriate credit shall be passed on in subsequent energy bills.

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4.3 As per Clause 17.6 (iv) of the GERC Green Energy Open Access Notification 08 of 2024, the set-off given during Peak hours is in order.

4.4 As per provision of Gujarat Electricity Duty (ED) Act 1958 and its amendment letter from Office of Collector of Electricity Duty No. D/INST/AMN/APR-2013/6173/83 dated 9.04.2013 under Point-4 Section 3(2) (v-a) - *"If your consumer receiving electricity generated from non-conventional source like wind, solar, biomass then same electricity shall be automatically exempted from payment of electricity duty"* Accordingly, Duty Credit should be given and MGVCL has already given ED credit in subsequent energy bill. However, the complainant was not informed of the credit. The complainant shall be informed separately by a letter with Month wise breakup of the ED credit.

4.5 Since the power generation and drawl are occurring at different locations, transmission losses are inevitably involved. Accordingly, the set-off units have been calculated after accounting for these losses as per the prevailing guidelines.

5.0 The Forum Members present at the hearing considered contention of both the parties and perused the records and considering them in detail, findings are as under:

5.1 The complainant has executed provisional Solar wheeling agreement with the respondent MGVCL on 24.09.2024

5.2 As per Clause 3.2 (a) of the Agreement, the wheeling of electricity generated from the solar project to the desired location(s) within the state shall be allowed by paying transmission charges and losses determined by the Commission from time to time as applicable to green energy Open Access transactions as per GERC (T&C for Green Energy Open Access) Regulations, 2024

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Further the Clause 3.5 of the Agreement enumerates the provisions related to Energy Accounting and Banking facility. It is also specified that

Banking charges shall be applicable as per GERC Green Open Access Regulations, 2024.

5.3 The provisions related to Banking facility as per GERC (T&C for Green Energy Open Access) Regulations, 2024. Notification No. 08 of 2024 dated 21.02.2024

"17.6. Banking facility and charges

1) Banking facility shall be permitted to the consumers availing Green Energy Open Access.

2) For the purpose of these Regulations, the banking means surplus green energy injected in the grid in 15 minutes time block basis and credited with the distribution licensee energy by the Green Energy Open Access consumers and that shall be drawn along with charges to compensate the distribution licensee by the open access consumer.

3) The banking of energy shall be evaluated for energy accounting on 15 minutes time block basis. The difference between the injected energy from green energy generator available at consumption point and consumer's consumption in same 15 minutes time block basis shall be considered as banked energy.

4) The consumption of banked energy shall be permitted on billing cycle basis in a manner specified as under:

In the billing cycle, the banked energy, if any, available during peak period (i.e. Time of Use -ToU period specified in the Tariff Orders of the Commission for respective distribution licensees from time to time) shall be allowed to be utilized during the peak period and the off-peak period (i.e. period other than peak period) by the Green Energy Open Access consumer.

Provided further that in case of the banked energy available during off-peak period (i.e. period other than the peak period) shall be utilized only during off-peak period by the green energy open access consumer.

5) ....

6) The permitted quantum of banked energy by the green energy open access consumers shall be at least 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period.

.........."

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All the above provisions are also specified in Option-1 under Clause 3.5 of the Agreement dated 24.09.2024.

Further, GUVNL vide letter dated 31.08.2024 has given the following method to be considered for calculation of banking for the consumers availing Green Energy OA under GERC Green Energy OA Regulations 2024:

(1) Permitted quantum of banked energy by the green energy open access consumers shall be maximum up to 30% of total consumption of electricity from the distribution licensee by the consumers during the billing period with payment of Banking charges as per the prevailing regulation.

(2) For calculating quantum of total consumption of electricity from the distribution licensee, Electricity obtained through OA arrangements either from a third-party supplier or via captive generation utilizing the distribution network, shall be excluded

Accordingly, Banking charges are applicable only on the permitted quantum of the Banked Energy and not on the entire generation.

5.4 As regards the set off of energy injected during Peak Hours during rest of the time, the Clause 17.6 (4) of the Green Energy Open Access Regulation, 2024 provides as under:

"…….the banked energy, if any, available during peak period (i.e. Time of Use -ToU period specified in the Tariff Orders of the Commission for respective distribution licensees from time to time) shall be allowed to be utilized during the peak period and the off-peak period (i.e. period other than peak period) by the Green Energy Open Access consumer.

Accordingly, the surplus banked energy during peak period can be given as set off against the energy consumed during off-peak hours i.e. other than peak hours.

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5.5 As regards the levy of Electricity Duty on power consumed from renewable energy sources, the provision of Section 3(2) of Gujarat Electricity Duty Act, 1958 states as under:

(3) Electricity duty shall not be leviable on the units of energy consumed where the energy is generated by any non-conventional renewable source of energy as the State Government may by notification in the official Gazette, specify in this behalf.

5.6 The GERC Open Access Regulation, 2011, Clause 12 - Applicable procedure for Open Access - Table -1, Sr. No. 9 (Page No. 19) - Long Term Open Access Customer connected to Distribution System for inter-se transaction of drawl and injection both within the same distribution Licensee, Applicable losses shall be Distribution loss in kind at relevant voltage level.

5.7 The Clause 33.3 GERC (T&C for Green Energy OA) Regulations, 2024. Notification No. 08 of 2024 dated 21.02.2024 provides as under

33.3 The provisions of the GERC (Open Access) Regulations, 2011 which are not inconsistent with provisions under these Regulations or not covered under these Regulations shall be also applicable mutatis mutandis as part of these Regulations.

Accordingly, Clause 12 related to Applicable Procedure for Open Access in the GERC Open Access Regulations 2011 shall be applicable.

5.8 The GERC Order No. 06 of 2024 dated 31.08.2024 related to Tariff framework for procurement of power by distribution licensees and Others from Solar Energy Projects and other commercial issues for State of Gujarat provides at Clause 1.1 that "...... *The provisions of this Order shall be applicable for Solar Energy Power Projects commissioned post 31st March 2023 up to the control period specified in this Order.....*" The Solar Project of the complainant was commissioned on 15.10.2024 which is post 31.03.2024 and hence the GERC Order No. 06 of 2024 dated 31.08.2024 is applicable.

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Clause 3.3 (c) of the order provides as under:

"In case point of injection and drawl at a voltage level below 66 KV, lies within area of same DISCOM, the wheeling of energy from Solar Project shall be allowed upon payment of Wheeling Charges and Wheeling Losses of energy fed to grid, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it read with Tariff Regulations of the Commission as applicable from time to time."

ORDER

6.0 The Forum has come to the conclusion that

6.1 The Complainant shall enter into Final Agreement with Respondent MGVCL for wheeling of power from its Solar plant to the point of consumption within fifteen days.

6.2 Banking charges are payable only on the permitted quantum of Banked energy as per GERC (T&C for Green Energy OA) Regulations, 2024, Notification No. 08 of 2024 dated 21.02.2024 and GUVNL clarification dated 31.08.2024.

6.3 The set off the surplus banked energy during peak period should be also given against the energy consumed during off-peak hours i.e. other than peak hours including Night hours.

6.4 Electricity Duty is not leviable on the on the units of energy consumed from generation by any non-conventional renewable source of energy.

6.5 Transmission losses are not applicable when both injection and drawl of power is within the same Distribution Licensee. Accordingly, the GETCO transmission losses are not applicable on the Solar power both injected and consumed by the complainant within MGVCL. Distribution loss as approved by GERC in the respective tariff order for injection at 11 KV and drawl at 400 V is applicable (in case of LT

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consumer, 7.49% w.e.f. 1.04.2025 as per Tariff Order dated 31.03.2025).

6.6 Respondent is directed to revise the set of calculations considering all the above within 15 days and credit the amount in the bill account of complainant's LT connection no. 51212/02636/5

6.7 With this Order, the consumer's representation / application stands disposed off.

(M M Piprotar)
Representative of Prosumer

(K B Dhebar)
Representative of Consumer

(Dr S A Padwal)
Independent Member

(N R Jangid)
Finance Member

P C Patel
Chairperson

PS :

If the complainant is not satisfied with the order of this Forum, the complainant may approach Ombudsman only after payment of minimum 33% of the bill amount issued to the party in question. ***The Office address of the Ombudsman is*** *: The Staff Officer, Office of the Electricity Ombudsman, Gujarat Electricity Regulatory Commission, Ground Floor & First Floor, CMIS Building Telephone Exchange, Bimanagar, Jeevandham Road, Ahmedabad 380015, in accordance with Clause No.3.19 (viii) of GERC Notification No.2 of 2019.*

Procedure to make representations before Ombudsman***

1. Representation should be in writing duly signed by the complainant with his name and address.
2. Representation should be supported with affidavit.
3. True copy of order of Forum and original complaint made before Forum should be attached. Enclosed documents should be certified copies of the original documents.
4. The representation before Ombudsman should be submitted within 30 days from the date of order of Forum.
5. Copy of representation should be submitted at the office of Ombudsman. Copy of representation should be submitted to all respondents.
6. If the complainant is required to pay any amount according to the order of Forum, one-third of such amount should be deposited by complainant and proofs should be attached along with the representation.
7. The matter should not be pending before the competent Forum or any other court, tribunal, arbitrator or any other authority.
8. All representations should be with a sufficient cause, reasonable diligence causing the consumer prima facie loss and damages / inconvenience.
9. Representation may be submitted in English or Gujarati language

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