

CGRF formed under the provision of IE Act 2003, sub clause 42(5) as well
Notification No.2/2019 of GERC (CGRF & Ombudsman)

BEFORE THE CONSUMER GRIEVANCES REDRESSALFORUM
MADHYA GUJARAT VIJ COLIMITED
CORPORATE OFFICE, 5TH FLOOR SP VIDYUT BHAVAN,
RACECOURSE, VADODARA 390 007

Subject	Consumer Grievances Complaint No.MG-II-09-2023-24
Complainant	Shri Vikrambhai Prahladbhai Patel, Village : Sojitra, Tal: Sojitra, Dist: Anand
Respondent	Shri D M Upadhyay, Dy Engineer (Tech), Petlad division & Shri V N Chanchad, Junior Engineer, Sojitra s/dn of MGVL & Shri Nikunj Jani, Junior Engineer, Petlad division MGVL. Shri Vikas Trivedi, Dy Engineer, DSM Cell & Shri Brijesh Dy.SA from Accounts Department of Corporate Office MGVL Vadodara
Date of hearing	25.07.2023 & 25.08.2023 both at Corporate Office, MGVL Vadodara

QUORUM	NAME
Chairperson	Shri S P Trivedi, Vadodara
Technical Member	Shri K B Dhebar, C.E (Proj)MGVL Vadodara

The complaint dated 26.06.23 regarding bills issued under SKY scheme not in line with Govt Resolution of Gujarat, order made by GERC, with own interpretation in respect of them and members of SKY Scheme for Trambavad feeder of Sojitra s/dn.

1.0 On 25.07.2023, the case of the complaint grievance was heard at MGVL Corporate Office, thereafter, the complainant has submitted further representation vide email dated 01.08.2023. Taking in view of further submission, the case of the ComplainantGrievance was again heardon 25.08.2023 before Consumer Grievance Redressal Forum wherein Shri Vikrambhai Prahladbhai Patel, himself and representative Shri G R Darji, appeared on behalf of the complainant whereas Shri Upadhyay, Deputy Engineer & Shri Vishal Chanchad, Junior Engineer, Sojitra s/dn& Shri Nikunj Jani, Junior Engineer, Petlad division appeared as respondent on behalf of MGVL before the Forum. In order to examine various issues involved in the complaint, Shri Vikas Trivedi, Dy Engineer, DSM Cell & Shri



Brijesh, Dy. SA from Accounts Department of Corporate Office MGVCL Vadodara were also attended the hearing. Both the parties were heard.

2.0 The brief history of the case is as under:

2.1 With a view to promote renewable energy and agriculture consumers get approximate 12 hours day time power supply for irrigation purpose and also get extra income by selling surplus energy in to grid, Gujarat Govt. had announced SKY scheme vide GR dated 27.06.2018 for agriculture consumers of GUJARAT Discoms.

2.2 The Gujarat Urja Vikas Nigam Ltd. vide circular dated 24.07.2018 announced SKY scheme for Ag consumers in DISCOMs of Gujarat. Accordingly, 81nos of Ag consumers of Trambovad feeder under Sojitra s/dn have participated under SKY scheme. Shri Vikrambhai Patel is one of the consumers of this feeder who has participated under the scheme and also secretary of the sanchalan samiti. The consumers of this feeder had executed Tri party and Power Purchase Agreements on 27.11.2019.

2.3 As per SKY scheme norms -

- a) The farmer willing to join the Scheme has to pay 5% upfront contribution for the solar plant to be installed.
- b) 30% capital subsidy for the solar plant to be installed from the Central Government.
- c) EBI-(Evacuation based incentive) - The state government will provide a subsidy of up to 30% as EBI for which the state government will offer a loan and the repayment of this loan will be made by the farmers through the sale of surplus electricity at a rate of Rs. 3.50 per unit (up to 1000 units per KW per year).



- d) On behalf of farmers for remaining 35% amount, the state government will take loan at a reduced interest rate, and the repayment of this loan will be made by selling surplus electricity to the electricity distribution company at a rate of Rs. 3.50 per unit.
- e) After repayment of loan, SKY consumers will get extra income from the sale of surplus electricity to DISCOM at a rate of Rs 3.50 / Unit, up to remaining agreement period.
- f) Solar plant's ownership will be vested to farmers after repayment of loan.

2.4 M/s. Sahaj Solar Pvt Ltd was appointed vide order dated 11.07.2019 for design, supply, installation, testing & comprehensive maintenance for grid connected solar PV Plants to 81nos of Ag consumers of Trambavad feeders.

2.5 After completion of the work by the agency, the feeder was commissioned as SKY feeder on **12-02-2020**.

3.0 The representative of the complainant contended that -

3.1 To recalculate all Bills from beginning of SKY Scheme and revise suitably in light of triparty agreements of SKY Scheme in easily readable fonts as there are no., of mistakes in bills. Each month CUFT to be worked out.

3.2 The terminology of tri-party agreement and two part agreement with Consumer and MGVCL were not got approved before execution, needs to be get modified in light of consumer interest and natural justice and accordingly to regularize all issued Energy bills so far after commissioning Solar panels under SKY Scheme.

3.3 To follow and Honoring the Regulations, EA 2003 and order made in Various petitions made by Hon Commission GERC.



- 3.4 Order may be made not to disconnect on account of unresolved grievances till they are resolved by CGRF, Ombudsman or Commission/ High court.
- 3.5 The recovered fixed charges to be refunded with interest.
- 3.6 To show continuity of reading each meter No, used its past present and difference to be shown.
- 3.7 What are the claimed made so far with agency and how much amount is transferred to consumer may be made available to participant of SKY Scheme.
- 3.8 All participant of SKY Scheme should be given copy of both agreements duly filled and stamped immediately.
- 3.9 As no CUF is maintained in initial 2 to 3 years, the agreement may be terminated without any recovery and to refund all amount paid against loan after deducting the tariff availing prior to commissioning of SKY.
- 3.10 Capital cost may be worked out in line with SURYA rooftop and excess amount paid may be adjusted against outstanding loan of SKY.
- 3.11 In year of commissioning the amount of yearly installment after 31/3/2020 is not in order may be rearranged for installment.
- 3.12 What Feedback made to GERC in respect of Cost benefit analysis may be made available to SKY Feeder Committee.
- 3.13 The actual theoretical and actual losses of Trambovad feeder after commissioning of SKY and before commissioning of SKY for 3 years may be provided to SKY Feeder Committee.



3.14 Three phase and Single-phase Power supply given after commissioning of SKY Scheme from Substation and received at tail end consumer may be given to SKY Feeder Committee.

3.15 The bill served in respect of Consumer No. 04703/01018/6 in respect of Daxaben Ishwarbhai Nayak (Not Nair as printed in bill) are to be cancelled as no solar plant complaint is resolved by agency and has remained idle since one and half Year, if regularly bi monthly bills were prepared non generation would have been detected earlier. For failure on part of agency compensation must be made to consumer.

Other Details of the complaint, facts giving rise to the grievance:-

3.16 **Present PPC:** Average cost of power purchase cost is Rs. 6.04/unit as per circular of GUVNL 2022-23/451 Dt 1.4.2023 with recovery of Rs 3.10 /unit. Against this, the excess solar generation of SKY participant is considered as subsidy adjustment at Rs 3.50 Per unit against 30% of Subsidy of state government, this is only possible because of participation of agricultural consumers in SKY Scheme.

3.17 **Losses:** No reference has been made in GR of GoG dated 24.6.2018 for losses beyond 5 % are to be contributed to the farmers.

3.18 **Termination notice:** The Respondent MGVCL failed to provide services in terms of agreement particularly, the minimum CUF guaranteed. As per the provision of the scheme, the ownership of the solar plant and its maintenance is that of Respondent MGVCL for the first 7 years.

In terms of the following clause, it is proposed to terminate the agreement. It is requested to Consumer Grievance Redressal Forum (CGRF) to direct MGVCL to remove the solar plant on our premises. The condition that the consumer has to pay loan amount, balance subsidy amount, etc. is unilateral as the property of the solar plant belongs to



MGVCL only and the agreement itself is void for the reasons stated hereinabove. The CGRF may also direct MGVCL to restore grid connected power supply immediately upon removal of solar plant at prevailing GERC tariff.

4.0 The respondent contended the point wise compliance against the grievance raised by the complainant as under.

4.1 MGVCL has implemented SKY scheme as per the circulars issued from time by the GUVNL.

4.2 The tri party agreement and Power Purchase agreement were executed as per approved draft circulated by GUVNL as per norms of the scheme.

4.3 The energy bills are given regularly to the SKY consumers and SKY mobile app is also provided to all consumers for regular monitoring of CUF, Generation etc. Annual bill is given as per the guideline of the PPA and GUVNL circular and its sub sequential amendments. Bi monthly bills are served to the SKY consumers from FY 2023-24.

4.4 The electricity bill of the consumers is calculated as per the circular issued by GUVNL and its subsequent amendments. Hence, it is payable.

4.5 As per GR dated 13.08.2018, fixed charges are to be waived from the SKY consumers subject to approval from the GERC. GERC vide order dated 29.10.18 stated that "After receiving the above details, the Commission shall take a final view on the proposal of the petitioner to charge a tariff of Rs. 3.50/Unit for net energy consumed by the farmers, in order to protect the interest of farmers. Till such time the Commission decides, the licensee shall charge the regular tariff as applicable to relevant category". The fixed charges are recovered as per GUVNL Circular ACCTS/CFM/SKY/ Billing/551 Dt 15.10.2019.

4.6 The legible copy of bills is already given to the Complainant.



4.7 Based on the complaint received from the SKY consumers, notice has been issued to the empaneled agency and penalty of such duration will be recovered and will be credited to concern consumer account as per AT Terms and conditions.

4.8 Amount of Evacuation Based Incentive (EBI) and the amount payable to SKY consumer against surplus power, the power purchase cost and recovery of subsidy is levied as per SKY circular approved by GUVNL.

4.9 CUF of all SKY feeders is daily monitored at corporate level as well as field level through online portal. CUF is a site-dependent parameter and directly depends on following parameters like -

- Availability of solar radiation
- Day length and number of clear sunny days in a year
- Cleaning of Solar Panels is regularly done or not?
- Shadow of trees on Solar panels.
- Power supply availability.
- Working of Solar plant etc.
- Cable length from meter console to inverter
- Tree or other shadow on solar panel
- Efficiency of solar plant.

The field officers from time to time have visited the sites having low CUF and it was found that the main reason for low CUF is dusting and shadows on Solar panel for which SKY consumers are often advised for regularly cleaning of panels time to time.

4.10 The SKY scheme (for Ag consumers) and SURYA GUJARAT (for residential consumers) are different scheme announced at different time. Moreover, the solar panels are to be installed in the farms which are scatter in nature in SKY scheme whereas solar roof top is mostly to be implemented in urban/village area. Hence, rate of solar panel in SKY scheme seems on higher side compared to residential roof top scheme.



4.11 The first installment of the loan is calculated from the solar panel commissioned which is 49 days in electricity bill for the financial year 2019-20. The electricity bills of SKY consumers are based on import and export units of net meter and changes due to printing errors in generation and pump readings in old bills which have no impact on electricity bills. Printing errors are corrected in subsequent financial years.

4.12 The cost benefit analysis was submitted to the GERC on 02.8.2022.

4.13 The excess capacity of solar plant against contract demand is considered as per Circular No.1748 dt 24.7.2018 of SKY scheme.

4.14 The bill in respect of Consumer No. 04703/01018/6 was correctly issued in the name of "Daxaben Ishwarbhai Nayak." The complaint against agency will be resolved as per AT terms.

4.15 The Power Purchase cost under SKY Scheme is taken as per various circular and guidelines issued by GUVNL.

4.16 The losses beyond 5% is to be contributed to SKY scheme is taken as per circular and guidelines issued by GUVNL and PPA with beneficiaries.

Details of yearly T&D loss for Trambhovad feeder is as under:-

Year	% T&D Loss
2020-21	4.91%
2021-22	5.41%
2022-23	4.73%

4.17 The installment of loan amount and its recovery is done as per policy and circular of SKY scheme.

4.18 The EBI (Evacuation Based Incentive) is calculated as per circular of SKY scheme. Maintaining of CUF is not only in the scope of concern of the agency but it is also prime duty of consumer to keep the system clean for



better performance as per various guideline and information provided by DISCOM.

4.19 If any beneficiary wants to terminate the agreement in SKY scheme, it can be implemented as per circular of the SKY Scheme dated 24.07.18.

4.20 Consumers are repeatedly informed regarding cleanliness of panel and to remove shadow of tree or other shadow and the power supply restored in minimum time limit.

4.21 Respondent has shown photographs of some locations. As shown in photographs of some of the sites, there is negligence in cleaning of the panels. At some locations, shadow of tree fell on solar panels. In case of damaged panel or device, a written instruction has been given to the agency to complete it on time and in case of delay in starting of work, action is taken as per rules.

4.22 SKY consumers have been educated to use the Sky Mobile application according to which they can get daily/monthly/yearly generation information, power consumption information, %CUF and import export unit information.

4.23 Many factors are found to affect the generation and capacity utilization factor. The work of replacing the defective panels and inverters has been reported to the agency and the work is being carried out and the action will be taken against Agency as per the rules for the delay.

4.24 If any farmer wants to terminate the agreement in SKY Scheme it can be processed as per the circular issued by GUVNL Dt 24.7.2018 point no.24.

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 (81 nos of Ag consumers of 11 KV Trambovad feeder) have joined SKY scheme accepting terms and conditions declared vide circulars issued time to time and agreements.
- 5.2 Billing of SKY Ag consumers is being carried out as per terms of the scheme circulars issued by GUVNL.
- 5.3 Amount of Evacuation Based Incentive (EBI) and the amount payable to SKY consumer against surplus power, the power purchase cost and recovery of subsidy is levied as per SKY circular approved by GUVNL. The installment of loan amount and its recovery is done as per policy and circular of SKY scheme.
- 5.4 Respondent should provide copy of agreements to remaining consumers.
- 5.5 The fixed charges are recovered by respondent as per GUVNL Circular ACCTS/CFM/SKY/Billing/551 dated 15.10.2019. Respondent MGVCL may refer grievance of levy of fixed charges to GUVNL and clarify the issue to the complainant.
- 5.6 Complainant's plea to direct respondent to remove solar plant and restore grid supply based on this complaint cannot be considered by the Forum. If the complainant desires to remove solar plant, they should apply to the respondent agreeing as per terms and conditions of the scheme.

ORDER

6.0 The Forum has come to the conclusion that -

- 6.1 The fixed charges are recovered by respondent as per GUVNL Circular ACCTS/CFM/SKY/Billing/551 dated 15.10.2019. Respondent may refer grievance regarding recovery of fixed charges to GUVNL and clarify the issue within 30 days to the complainant.



- 6.2 Respondent Sojitra s/dn of MGVCL to provide copy of triparty agreement and PPA within a week's time, to the remaining consumers.
- 6.3 Respondent Sojitra s/dn of MGVCL to take up the matter with the agency and resolve their complaints within a week time.
- 6.4 Respondent Sojitra s/dn of MGVCL to provide the legible copy of the statement showing loan amount, net units injected, amount payable or recoverable, fix charges etc to the complainant within a week time.
- 6.5 Respondent Sojitra s/dn of MGVCL to provide a comprehensive statement showing details of continuity of readings for generation, consumption, net meters and other necessary details within a week's time to the complainant.
- 6.6 Respondent Sojitra s/dn of MGVCL to take immediate action against the agency as per AT terms in order to compensate complainant including complaint of Consumer No. 04703/01018/6 as per AT terms.
- 6.7 Complainant's plea to direct respondent to remove solar plant and restore grid supply based on this complaint cannot be considered by the Forum. If the complainant desires to remove solar plant, they should apply to the respondent agreeing as per terms and conditions of the scheme.
- 6.8 Respondent is directed to submit ATR to this forum within fifteen days.


(K B Dhebar)
Technical Member


(S P Trivedi)
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, Barrack No.3, Polytechnic Compound, Ambawadi, Ahmedabad 380 015 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

