

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-II-06-2026-27
Complainant	Shri S. L. Varma, Tower D/602 Madhuvan Palace, Harni, Vadodara
Respondent	Madhya Gujarat Vij Company Limited (MGVCL)
Date of hearing	09.07.2026 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 18.04.2026 regarding Pre-paid option for smart meter having solar rooftop.

1.0 On 09.07.2026, the case of the Complainant Grievance was heard before Consumer Grievance Redressal Forum wherein the Shri S. L. Varma, Tower D/602 Madhuvan Palace, Harni, Vadodara on behalf of the Complainant whereas Shri Varsha Joshi, Executive Engineer, MGVCL Corporate Office, Vadodara & Shri Jigar Pathak Deputy Engineer Khodiyar Subdivision appeared as respondent on behalf of MGVCL before the Forum.

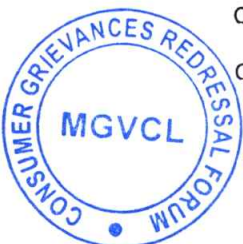
Both the parties were heard.

2.0 The brief history of the case is as under -

- 2.1 Applicant has residential connection Cons. No 52301/05205/2 on which installed Smart Meter in 2025.
- 2.2 As per New Tariff (01-04-26), applied in CGRF, Circle level for prepaid tariff option.
- 2.3 CGRF, Baroda city circle intimated applicant (consumer) to take up the matter at Company Level CGRF Forum due to the dispute between the Prosumer and the licensee related to billing pertaining to energy injection and billing amount would be settled by Company Level Forum (as per GERC CGRF & Ombudsman regulation 2023).



- 2.4 Company's smart meter app (Mobile App) is not permit to change post paid to pre-paid mode and hence not obtain benefit of pre-paid facility (pre-paid tariff).
- 2.5 Hence applicant approached this Forum and
- 2.6 Request to address hi Grievance so that hi balance and Security Deposit is credited into his consumer account and can get benefit of prepaid provisions as per Hon GERC Tariff Order.
- 3.0 The representative of the complainant contended during the hearing that -
- 3.1 Myself is bearing residential connection Cons. No 52301/05205/2 and installed Smart Meter in 2025.
- 3.2 My Current outstanding balance is Rs 847.25 as on Feb 26. As per New Tariff order w.e.f. 01-04-26, prepaid tariff rebate of 3% on unit rates and 60 Ps rebate on use between 11 to 17 is applicable.
- 3.3 Smart Meter Mobile app is not allowing post-paid to prepaid conversion. It is also learnt that prepaid option is not there who have Solar RTS.
- 3.4 In tariff Order this benefit is for all Consumers. Due to this I m losing Tariff benefit.
- 3.5 Request to address my Grievance so that my balance and Security Deposit is credited into my consumer account and can get benefit of prepaid provisions as per Hon GERC Tariff Order.
- 4.0 The respondent contended that -
- 4.1 Executive Engineer, Corporate Office on behalf of MGVCL presented letter regarding issue of implementation of TOU tariff for Pre-paid consumers.
- 4.2 The GERC Tariff Order, 2026 does not specifically provide that the Smart Prepaid Tariff is applicable to Residential Solar (Net Metering) Consumers. The tariff schedule merely prescribes a separate tariff framework for Smart Prepaid consumers and ToU discount, but does not contain any specific provision regarding Residential Solar Consumers.
- 4.3 Clause 15 of the Tariff Schedule of the GERC Tariff Order for FY 2026-27 stipulates that the Time of Use (ToU) charges/discount shall be leviable only where a meter having ToD recording facility is installed at the consumer premises. However, for billing of Residential Solar Consumers,



both Import Energy and Export Energy are required for energy settlement.

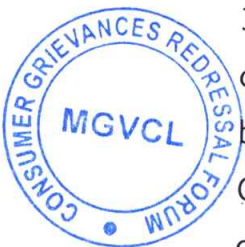
- 4.4 As per IS 15959 adopted for Smart Metering under RDSS, ToD/ToU-wise recording for Export Active Energy (kWh Export) is not available either in the Daily Load Profile or in the Monthly Billing Profile.
- 4.5 Clause 9.3 of the Gujarat Solar Power Policy, 2021 specifically provides that energy accounting for Residential Consumers shall be carried out on a billing cycle basis. Thus, import and export energy are required to be settled at the end of each billing cycle after adjustment of export against import.
- 4.6 In MGVCL, Cycle-8 Smart Meter consumers are billed on a monthly billing cycle; accordingly, the solar energy settlement is also carried out on a monthly basis in accordance with the Solar Policy.
- 4.7 Further, under the Smart Prepaid system, energy charges are calculated and deducted on a daily/near real-time basis from the prepaid balance. Since the quantum of export energy is to be settled based on the billing cycle i.e. monthly, hence, it is not feasible to calculate the daily charge calculation as to know the consumer is maintaining positive balance nor not. Consequently, the billing methodology prescribed for Smart Prepaid consumers is inconsistent with the monthly energy settlement mechanism mandated under Clause 9.3 of the Gujarat Solar Power Policy, 2021.
- 4.8 Further, as per Clause 9.4 of the Gujarat Solar Power Policy, 2021, where the export energy exceeds the import energy during a billing cycle, the surplus energy is purchased by the DISCOM at ₹2.25 per unit or such other rate as notified under the Policy. Thus, in such cases no energy bill is generated against the consumer, and only surplus energy compensation becomes payable.
- 4.9 On the other hand, the Smart Prepaid Tariff provides a 3% rebate on Energy Charges for prepaid consumers. Where export exceeds import, no energy charges are payable, and therefore there is no energy charge on which the prepaid rebate can be extended. The tariff order does not prescribe any methodology for extending prepaid rebate in such situations.



- 4.10 In view of the above statutory provisions, technical limitations of IS 15959, and the billing methodology prescribed under the Gujarat Solar Power Policy, 2021, Residential Solar Consumers cannot presently be extended the benefit of Time of Use (ToU) Discount or Smart Prepaid Tariff unless suitable amendments are made in the applicable Regulations/Policy and the metering standard provides ToD-wise export energy recording.
- 4.11 For Other than Solar Consumer, MGVCL has already extended the facility of Prepaid Metering (wherever applicable as per Tariff order) and consumer can take the benefit of the same.

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 Forum has carefully considered the complaint, the submissions made by the complainant during the hearing, the submissions of respondent and the relevant provisions of the GERC Tariff Order for FY 2026-27 and the Gujarat Solar Power Policy, 2021. The issue before the Forum is primarily regarding applicability of the Smart Prepaid Tariff and Time of Use (ToU) Discount to a Residential Solar/Prosumer having a Smart Meter.
- 5.2 The complainant is a Residential Consumer bearing Consumer No. 52301/05205/2, having a Smart Meter installed in 2025 and a rooftop solar installation. The complainant has sought conversion from post-paid to prepaid mode and has claimed the benefit of 3% rebate on energy charges and 60 Paise/unit ToU discount available under the GERC Tariff Order w.e.f. 01.04.2026.
- 5.3 The Forum observes that the GERC Tariff Order for FY 2026-27 provides a 3% rebate on Energy Charges to LT category consumers (except AG consumers) covered under the RDSS Scheme and maintaining positive balance under the separate Smart Pre-Paid Meter tariff framework. The Commission has increased the earlier 2% rebate to 3% with the objective of incentivising prepaid smart metering. However, the Tariff Order does



not specifically state that such prepaid tariff/rebate is applicable to Residential Solar/Prosumer Consumers having net-metering arrangements, nor does it prescribe the methodology for extending such rebate to solar consumers.

- 5.4 Regarding the ToU Discount, Clause 15 of the General Conditions of the Tariff Schedule provides that the ToU charges stipulated in the Tariff Schedule shall be levied only where a meter having ToD recording facility is provided at the consumer's installation. The Tariff Schedule also provides a concession of 60 Paise/unit during 11:00 Hrs. to 17:00 Hrs. for eligible consumers with Smart Meter/ToD recording facility. Thus, the benefit is linked to identifiable time-wise consumption recorded by the meter.
- 5.5 In the case of a Residential Solar Consumer, billing requires simultaneous consideration of energy imported from the grid and energy exported/injected into the grid. As submitted by respondent, the applicable IS 15959 metering data structure does not provide ToD-wise Export Active Energy (kWh Export) in the Daily Load Profile/Monthly Billing Profile. Consequently, the time-wise export energy required for arriving at the correct time-wise net consumption is not available. In the absence of such data, the ToU benefit cannot be determined after accounting for both import and export energy. Therefore, the mere availability of a Smart Meter does not, by itself, enable the ToU discount to be calculated for a Solar Consumer.
- 5.6 Further, Clause 9.3 of the Gujarat Solar Power Policy, 2021 provides that energy accounting for Residential Consumers shall be carried out on a billing-cycle basis. Accordingly, in the case of the present Cycle-8 Smart Meter Consumer, the import and export energy are settled at the end of the monthly billing cycle. The Smart Prepaid system, on the other hand, operates on a prepaid balance with energy charges being calculated/deducted on a daily/near real-time basis. Therefore, until completion of the billing cycle, the final quantum of export energy available for adjustment against import energy is not known. This



creates a fundamental difference between the monthly solar energy settlement mechanism and the daily prepaid charging mechanism.

- 5.7 The Forum further observes that, under Clause 9.4 of the Gujarat Solar Power Policy, 2021, where export energy exceeds import energy during the billing cycle, the resultant surplus energy is purchased by the DISCOM at the rate prescribed under the Policy. Thus, in such a situation, there may be no net energy charge payable by the consumer for the billing cycle, whereas the Smart Prepaid Tariff provides a rebate specifically on Energy Charges. The present Tariff Order does not provide any mechanism for calculating or extending the 3% prepaid rebate in a situation where the net energy charge becomes zero due to surplus solar export.
- 5.8 GERC ordered in the tariff 2026 regarding pre-paid tariff with mandatory of consumer positive balance.
- 5.9 It is observed that the positive balance of a consumer opting for Pre-paid mode through the Mobile App is calculated on a daily basis. However, as mentioned above, considering the provisions of the Gujarat Solar Power Policy, 2021, as referred to in Points 5.6 and 5.7, the import and export energy of a Solar Consumer is required to be settled on a billing-cycle basis, which, in the present case, is a monthly billing cycle. Accordingly, there is a fundamental difference between the daily balance/charge calculation mechanism applicable to Pre-paid consumers and the monthly energy settlement mechanism applicable to Solar Consumers. This difference creates a practical and system-level difficulty in extending the existing Pre-paid mechanism to Solar Consumers.
- 5.10 Considering the provisions of the GERC Tariff Order applicable w.e.f. 01.04.2026 and the Gujarat Solar Power Policy, 2021, necessary system development has not been carried out for calculating the daily balance of Smart Meter Solar Consumers by duly considering the billing-cycle-based settlement of import and export energy, which, in the present case, is on a monthly billing cycle basis.



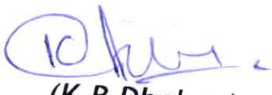
ORDER

- 1.0 The Forum has come to the conclusion that:
- 1.1 The Forum has carefully considered the complaint, the submissions made by the complainant and the respondent, and the relevant provisions of the GERC Tariff Order for FY 2026-27 and the Gujarat Solar Power Policy, 2021.
- 1.2 From the facts and submissions placed before the Forum, it is observed that the Pre-paid Tariff and associated benefits provided under the GERC Tariff Order are subject to the applicable conditions and the prescribed mechanism for maintaining positive balance. In the case of Residential Solar/Prosumer Consumers, the energy settlement is required to be carried out on a billing-cycle basis in accordance with the Gujarat Solar Power Policy, 2021, whereas the existing Pre-paid mechanism involves calculation of the consumer's balance on a daily basis.
- 1.3 The Forum further observes that the present regulatory and technical framework does not specifically prescribe the methodology for extending the Pre-paid Tariff/3% rebate and ToU Discount to Residential Solar/Prosumer Consumers having billing-cycle-based settlement of import and export energy. Further, the requisite ToD-wise export energy data required for determination of ToU benefit is also not available in the applicable metering data structure.
- 1.4 The Forum notes that MGVCL is already taking necessary action for implementation of the provisions of the GERC Tariff Order applicable w.e.f. 01.04.2026 and the Gujarat Solar Power Policy, 2021, as applicable to different categories of consumers. The non-availability of the Pre-paid option for the present Solar Consumer, therefore, cannot be considered as a deficiency in service on the part of MGVCL.
- 1.5 In view of the above, the request of the complainant for conversion of the subject Residential Solar/Prosumer connection from Post-paid to Pre-paid mode and for availing the consequential Pre-paid Tariff/ToU benefits cannot be acceded to under the existing provisions and system mechanism.



- 1.6 Accordingly, 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

