

BEFORE THE ELECTRICITY OMBUDSMAN (MUMBAI)

(Appointed by the Maharashtra Electricity Regulatory Commission
under Section 42(6) of the Electricity Act, 2003)

REPRESENTATION NO. 64 OF 2022

In the matter of billing in Net Metering of Roof Top Solar Photo Voltaic System

Pankaj Jagasia.....Appellant

V/s.

Maharashtra State Electricity Distribution Co. Ltd., Nagar Road Division (MSEDCL) Respondent

Appearances:

Appellant : Pankaj Jagasia

Respondent : 1. A.S. Jadhav, Executive Engineer
2. Mayur Bhise, UDC

Coram: Vandana Krishna (Retd. IAS)

Date of hearing: 23rd June 2022

Date of Order : 7th July 2022

ORDER

This Representation is filed on 19th May 2022 under Regulation 19.1 of the Maharashtra Electricity Regulatory Commission (Consumer Grievance Redressal Forum & Electricity Ombudsman) Regulations, 2020 (CGRF & EO Regulations 2020) against the Order dated 29th March 2022 passed by the Consumer Grievance Redressal Forum, MSEDCL, Pune Zone (the Forum). The Appellant deposited Rs. 25,000/- in terms of Regulation 19.21(h) on 24th May 2022, hence, the Representation is registered on 24th May 2022.



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2. The Forum, by its Order dated 29.03.2022 has partly allowed the grievance application in Case No. 8 of 2021. The order is issued in Marathi Language, of which its direction is taken as below:

2. the Respondent to compensate Rs. 300/- per month to the Complainant towards inappropriate monthly meter readings from the year 2015 to March 2019 as per Regulation 7(1) of SOP Regulations. The compensation be given within 30 days from the receipt of this order.

3. The Respondent to explain its detailed billing calculations of Net Metering for Roof-top Solar to the Appellant from the year 2015 till date within 30 days.

4. If Point No. (2) and (3) above is not complied within the stipulated period, the Respondent is bound to pay Rs. 500/- per month towards its delay.

3. The Appellant filed this representation against the order of the Forum. The hearing was held on 23.06.2022 through Video Conference. Both the parties were present. The Appellant's written submission and arguments in brief is stated as below: -

(i) The Appellant is a Residential Consumer (No.170011173937) from 23.03.2011 having Sanctioned Load (SL) of 8 KW at Kyrish, Plot No 35, S. No. 253, Shivaji Road, Lane 1, Khese Park, Pune. The Appellant is a bona-fide consumer.

(ii) The Appellant has been receiving wrong, inflated and/or average bills from 2015 and the same was pointed out to the Respondent from time to time. He sent several letters and reminders dated 12th June 2017, 18th August 2017, 19th August 2017, 19th November 2017, 24th November 2017, 18th December 2017, 19th December 2017 complaining about the above issues to which the Respondent played deaf ears.

(iii) The Appellant got the bill rectified after several follow-ups with the Respondent in January 2018. The Appellant paid Rs. 25,000/- on 31st January 2018 and Rs. 11,170/- on 12th April 2018.

(iv) The Appellant decided to get the Solar Rooftop Net Metering installed in his premises and the same was commissioned with Net Meter (Import and Export facility) having Sr. No.39646180 on 13th April 2018 in coordination with the Respondent. Even after getting the Solar Rooftop Net Metering installed in his premises, the problems only were added by the Respondent merely to harass the Appellant.

(v) During the process of installation all the arrears as claimed by Respondent were settled in full and final through payments dated 31st January 2018 and 12th April 2018 for amounts

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of Rs.25,000/- and Rs 11,170/- respectively to clear all dues up to 12th April 2018 after which the Appellant was given permission to commission the Solar Roof Top Net Meter System. The Respondent has acknowledged that there were no arrears as on 13th April 2018 by their letter dated 4th May 2022.

- (vi) An average billing of Rs. 6800/- on the pretext of 589 units per month consumption was generated from Apr. 2018 to Feb. 2019, escalating the total bill up to Rs. 74,243/- approx. This clearly shows the inefficiency and wrong conduct of the Respondent for reason best known to them. The Respondent sent a letter dated 1st March 2021 along with the Consumer Personal Ledger (CPL). Even after bringing this to the notice of the Respondent, but they have neglected and have denied correcting the information at their end.
- (vii) The CPL shows an entry in March 2019 of the Net Meter for the very first time and directly with a reading of 5123 units. The Respondent shows that the solar meter was installed on **12th January 2019** in letter dated 1st March 2021 which is false. Actually, the meter was installed and commissioned on 13th April 2018.
- (viii) As per the spot verification report dated 01.03.2021 of the Respondent, it clearly states that the Net Meter has a total Export unit of 15068 KWH while the Import units of **19082 KWH** and the Generation meter bearing No 18006385 has a total reading of 34089 KWH. So, the import and export units nearly match the Generation meter, clearly indicating that both the Net Meter and the Generation Meter are functioning properly. As per Verification Report dated 01.03.2021, the total difference of Import v/s Export units is 4014 units for the period from 13.04.2018 to 01.03.2021.
- (ix) Even if an average over the past 35 months was to be considered, the total consumption of the Appellant each month would not be more than 114 units and additional Rs. 350/- for MSEDCL charges as brought to the notice of the Appellant. In this case the bill could not exceed Rs 600/- including the wheeling and other charges as shown on the web site of the Respondent. The Appellant states, that even if we considered Rs. 600/- as the monthly bill being generated, the total arrears till date would not exceed Rs 21,000/- in all, as against the claim of the Respondent which is Rs 73,950/- as of February 2021.

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- (x) The Respondent has no records of the export and import units for the period from April 2018 to May 2019 and from December 2019 to April 2021.
- (xi) The Appellant referred the Section 9 of “Energy Accounting and Settlement” of Commercial Circular No. 258 dated 25.01.2016. The Subsection 9.4 and 9.5 is quoted below:

“9. Energy Accounting and Settlement :

9.4 For each Billing Period, the Distribution Licensee shall show separately:

- (a) the quantum of electricity Units exported by the Eligible Consumer;*
- (b) the quantum of electricity Units imported by the Eligible Consumer;*
- (c) the net quantum of electricity Units billed for payment by the Eligible Consumer;*
- (d) the net quantum of electricity Units carried over to the next Billing Period:*

If the quantum of electricity exported exceeds the quantum of imported during the Billing Period, the excess quantum shall be carried forward to the next Billing Period as credited Units of Electricity.

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 next electricity consumption after adjusting the credited Units.

9.5 The unadjusted net credited units of electricity as at end of each financial year shall be purchased by the Distribution Licensee at its average cost of Power Purchase as approved by the Commission for that year, within the first month of the following year,

At the beginning of each Settlement Period, the cumulative quantum of injected electricity carried forward will be re-set to zero.”

It is important to note that the Respondent has failed to provide this information from time to time to the Appellant and has violated the regulations laid by the Maharashtra Electricity Regulatory Commission (the Commission).

- (xii) It is important to note that, according to the statement given by the Respondent in the Forum as well as their letters, the consumer is not generating extra units, and hence the question of Buy Back from the Consumer does not arise at any given point of time.
- (xiii) As per letter of 1st March 2021 by the Respondent, a credit of Rs. 7617.40 has been issued at Rs. 3.61 per unit for a total of 2110 bank units which again is a violation of the Regulations of the Commission. If the bank had any credits on 1st April 2020, then the same should have been adjusted within the 1st month of the next billing year itself, however, it was neglected by the Respondent.



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- (xiv) The Respondent has ignored the Regulations of the Commission, and as per the whims and fancies of the Respondent, has billed the Appellant a lump sum on 4000 Units at the highest price of Rs. 11.23 per unit, and paid only Rs. 3.16 per unit for the bank units, whereas, in actual they should have deducted the generated units from the consumed units to give a set off.
- (xv) The Respondent revised the bills repeatedly more than 10 times for the period from November 2015 to March 2018 previously. This shows the Respondent's incompetence.
- (xvi) The Respondent has been claiming to be unable to take the meter reading due to the premise being locked and the issue persists till date. However, the pictures taken clearly show that the meter box is embedded in the exterior part of the compound wall and easily accessible to anyone 24x7 hours.
- (xvii) The Appellant states, that the Respondent has been constantly manipulating the bills and have been concealing and changing the Bank Units in the account of the Appellant. To point out one such malicious intention of the Respondent to cover up their malafide intention, kindly refer to MSEB Bill for the month of April 2022 where the import units was 1392 and export units was 410 for the current month. As per the bill, a set off of 410 units were given, and hence the net bill is generated for 929 units. It is important to note that until March 2022 the Bank Units were 819 KWH and magically in this month the bank units have been changed to 0 (zero).
- (xviii) Even if the bill of April 2022 as generated by the Respondent is to be considered today, the following shows the factual situation:-

Total Units consumed from April 2018 until March 2022 : 27501 KWH
Total Units exported from April 2018 until March 2022 : 20780 KWH
Difference in export and import (net consumption) : 6721 KWH


The difference i.e., the net consumption of the Appellant is 6721 units over a period of 48 months. Considering this, the average net units consumed by the Appellant was only 140 units per month, which is an average of 4 years. In brief, the Appellant wants that the billing system should be changed from month to month to cumulative billing. Instead of counting net consumption (import minus export) every month, the Respondent should look at total cumulative import and export over the long term.


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- (xix) As per the letter dated 04th May 2022 of the Respondent, once again a discrepancy in their demand is very prominent. The current bill shown for April 2022 shows an outstanding of Rs. 1,22,580/- however, the letter submitted by the Respondent shows an outstanding of Rs. 1,06,243.24 which is again a difference in their internal systems for an amount of **Rs. 16,337/-**
- (xx) The Appellant approached the Forum with his complaint on 22nd March 2021. The Appellant made an application to the Forum on 15th April 2022 to issue a copy of all the documents submitted by the Respondent in relation to their explanation for the pending argument held on 31st August 2021, however, until this day the same has not been shared by the Forum.
- (xxi) The average billing of 589 units per month is wrongly done for the period from April 2018 to February 2019.
- (xxii) The Forum in its order dated 24th March 2022 held the Respondent guilty of deficiency in service from 2015 on account of not taking proper meter readings and providing average/inflated bills to the Consumer.
- (xxiii) Even after the Forum has given the Appellant a time of 60 days from the date of receipt of the order to file an appeal with the Electricity Ombudsman Mumbai, the Respondent, only to harass and mentally torture the Appellant, issued a notice under section 56(1) of the Electricity Act 2003 for disconnection of the supply to the Appellant.
- (xxiv) **Limitation:** The Forum has passed an order dated 29th March 2022 and have directed to file an appeal with this Hon'ble Ombudsman within a period of 60 days from the date of receipt of the order, which is 5th April 2022, the Appellant has approached this Forum well within the time limit provided and hence the Appellant filing this Appellant is well within the limitation.

Cause of Action: The Appellant further state that the cause of action arose to this Appellant due to the Respondent failed to complete the service and provide valid energy bills from time to time to the Appellant. That the Appellant had sent notice dated 04th March 2021 to the Respondent and asked to rectify the bill, but Opposite Party is neglected, hence the cause of action arose to file the present Appellant.



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- (xxv) During arguments, the Appellant clarified that his main grievance arises because, when there are Bank Units (Export units > Import units). MSEDCL pays a very low rate to purchase power of only about Rs.3.80 per units, whereas when Import is more than Export, they charge up to a highest slab rate of Rs.11 per unit. This is unfair and causes problems due to monthly calculations. Hence the same needs to change yearly basis.
- (xxvi) The Appellant therefore prays that the Respondent be directed
- to rectify the energy bill based on the Solar Roof Top Net Metering.
 - to eliminate all the interest charges levied which is illegal.
 - to take both the export and import readings on the date of disposal of this Appeal and to charge as per average billing method from April 2018 until the date of the order of this appeal to calculate the average monthly consumption of the Appellant and subsequently bill the Consumer on the average billing. In other words, the Appellant is praying for change of calculations from monthly net consumption to cumulative net consumption.
 - to pay amount of Rs. 5,00,000/- (Rupees Five Lakhs only) towards the liquefied damaged, mental agony and harassment to the Appellant.
 - to pay sum of Rs. 5,000/- towards the cost of litigation to the Appellant.

4. The Respondent filed a reply by its letter dated 20.06.2022. The e-hearing was held on 23.06.2022 through Video Conference where both the parties were heard. The Appellant's submission and arguments in brief is as below: -

- The Appellant is a Residential Consumer (No 170011173937) from 23.03.2011 having SL of 8 KW at Kyrish, Plot No 35, S No 253, Shivaji Road, Lane 1, Khese Park, Pune. The points are raised by the Appellant is clarified as below:
- The Appellant installed Solar Rooftop Net Metering in his premises which was commissioned on 13th April 2018 with Net Meter No.39646180 and Generator Meter No.18006385. The Net Meter is only billing meter for Import and Export Units. The excess units imported from MSEDCL System (difference of Import and Export Units) of that month is being billed. The bill includes Fixed Charges, Energy Charges, Electricity Duty, Fuel Adjustment Charges, Tax on Sale Charges, etc. The bills are generated after punching basic



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consumption data. There is no manual interference except punching data in prescribed software driven MSEDCL Billing System. Banking Units (Difference of Export Units and Import Units when the generated units are more than consumed units on month basis) of electricity is purchased by the Distribution Licensee at its average cost of Power Purchase as approved by the Commission for that year, within the first month of financial year.


- (iii) The Appellant has complained that wrong bills were charged by MSEDCL for the period from the year 2015 to 2018. As per consumer's application, the wrongly charged bills of very small periods were revised as per reading and resultant credit was given to the Appellant's energy bill. There is no dispute pending on MSEDCL side for the period from 2015 to 2018. These were explained from time to time to the Appellant. Raising of such time barred dispute, which was already resolved by the Respondent, is nothing but a way to create an excuse not to pay the bills timely.
- (iv) The revised bill was given to the Appellant which was paid in Jan.2018 and Apr. 2018. The Appellant is a defaulter from April 2018 onwards and has not paid any bill till date. The Appellant was billed for 589 units per month consumption as per system generated average, which is based on the previous consumption pattern. Hence, there is nothing wrong with this average, even though the Appellant opted for Solar roof Top System. There is no manual interference. The Appellant was billed with average consumption from April 2018 to February 2019. The Billing system has accepted the reading of March 2019.
- (v) There is no dispute that Net Meter of Solar Roof Top System was commissioned on 13.04.2018.

MSEDCL has developed and introduced System Analyst Programme (SAP) System which had some teething trouble in the beginning. There were some difficulties in feeding of net meter readings in the System. It was necessary to consult experts in the field and to overcome the difficulty. Meter Replacement Report of Net Meter was finally accepted into the System in March 2019. Till then the net metering system or formula was not finalised. Therefore, an average had to be taken for billing. There was no intention to harass the Appellant by MSEDCL.


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- (vi) The bill is auto-revised in the system for the period from April 2018 to March 2019. All average bills were withdrawn and credit of Rs 70,307/- was given to Appellant in his energy bill of March 2019. Thus, the dispute was settled till the bill of March 2019.
- (vii) It is clarified that the details of billing of March 2019 was given by MSEDCL, by its letter dated 01.03.2021 in response to the Appellant's correspondence. The letter has to be read homogeneously instead of in broken sentences for its exact meaning. There is no contradiction in the letter given to Appellant.
- (viii) The Net Meter bill was already revised by the System for the year 2018-19, with net banking of 323 Units. From March 2019 onwards, all the monthly billing data of Import and Export units was available and was shared with the Appellant.
- (ix) There is no deficiency in any bill except punching of 9353 kWh instead of 825 kWh in May 2019 bill. Only one month's export reading was wrongly punched by the reading agency in the month of **Jun 2019** as **9353 kwh** which was rectified in the month of **July 2019** as **7187 kwh**, which resulted in reverse reading for July 2019 month bill. It is to again state that due to wrong export reading punched in June 2019, wrong 'bank units' of **1832 units** were reflected in July 2019 billing. Further till February 2020 total bank units were 2110 units (out of which 1832 units were wrongly given) and a credit of **Rs. 7617.10** was adjusted against energy bill of July 2020 for financial year 2019-20. Further for financial year 2020-21, bank units recorded were 84 units and credit of Rs.330.96 was adjusted in May 21 bill. After completion of financial year, billing period was closed by IT system. This is overall in favour of the consumer, and to avoid total year bill revision which is a complex process.
- (x) The Net Meter as well as Generator Meter are working properly. The Appellant is billed with accumulated import and export consumption from March 2020 to June 2020 due to Covid-19 Pandemic. The System has already given all benefit of slab benefit as per System driven programme.
- (xi) The Respondent argued that there is no reason to compare import reading as 19076 kwh and Export Reading as 15062 kwh to charge difference of 4014 units as per inspection report of the Respondent dated 01.03.2021 and charge of Rs. 600/- per month.


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- (xii) The details of all 'bank units' is already given to the Appellant as per Letter no AEE/V'wadi/Billing/5238 dated 04.05.2022.
- (xiii) The Respondent argued that as per MSEDCL Rules and Commission's Regulations in force, the tariff rate and purchase rate was already decided from time to time. The Field Offices do not have any power to change it. Also, field offices cannot change the meter reading system from monthly net calculations to cumulative net calculations.
- (xiv) The Respondent argued that the reading agency has already been given strict instructions to take proper reading of consumer. As per MSEDCL Rules, at the end of the financial year, total bank units are calculated by the system, and credit is given to the Appellant in the next month, and the previous year's 'bank unit' balance shows 0 in the first month of the next financial year for accounting purposes only.
- (xv) The Respondent argued that the Appellant is intentionally harassing Respondent by not paying his regular monthly bills, even after a detailed explanation has been given for policy and calculations from time to time. On the contrary, he has not paid any legitimate outstanding bill for last four years. When the disconnection notice was served, he made propaganda of old bills to avoid bill payment.
- (xvi) As per order of the Forum, this office vide letter billing/5082 dated 13.04.2022 has already given all information to Appellant in detail.
- (xvii) The Forum has ordered to explain in detail the bill charged to Appellant from 2015 till date. Accordingly, MSEDCL has given a detailed explanation about the rectifications done and bill charged since 2015. MSEDCL has also given detailed explanation about Solar meter bills charged and 'Bank units' benefit returned to Appellant in his energy bill for Financial Year (FY) 2019-20. For FY 2020-21 also he was explained in detail in person when he visited Vishrantwadi Subdivision Office on 29.04.2022. But even after that the Appellant is not convinced about the energy bill.
- (xviii) The Respondent argued that from the above explanation it is clear that Appellant was not willing to pay any of his energy bills, because Appellant has paid his last energy bill on 12.04.2018.


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- (xix) As per the Appellant's application, wrong bills which were charged by MSEDCL from 2015 to 2018 were rectified as per reading and MSEDCL Rules from time to time, and credit was given to Appellant against consumer's energy bill. But he filed appeal to the Forum against MSEDCL. After hearing was taken by the Forum on 31.08.21 and final order given by the Forum on 24.03.2022, for the period of May 2015 to March 2019 as per SOP norms of Rs. 300/- per month compensation was given to Appellant for wrong billing i.e., $300 \times 47 \text{ months} = 14100/-$. The Forum failed to understand the basis behind giving compensation from the year 2015. The Appellant is defaulter in payment of bill; however, he was awarded compensation which he is enjoying the same.
- (xx) As per order of the Forum, the cheque (No.127108 dated 13.04.2022) of Rs.14,100/- was sent to Appellant by RPAD and cheque was passed by bank on 24.05.2022.
- (xxi) Even after Compensation was paid by MSEDCL of RS.14,100/- as per order of the Forum dated 24.03.2022, the Appellant filed Appeal against the order to Hon'ble Electricity Ombudsman Mumbai. It is clear that if anyone accepts compensation against any order, it means they agreed with the decision.
- (xxii) In view of the above, the Respondent prays that the representation of the Appellant be dismissed.

5. During the hearing, it was directed to the Respondent to submit the reading data of import reading and export reading of Net Meter and agreement executed between both the parties. It was also directed to the Appellant to pay Rs. 50,000/- as on account payment against his outstanding dues at the earliest, and the Respondent not to take any action of disconnection of supply till further direction.

6. The Respondent by its letter dated 23.06.2022 has submitted the required information of the reading data of import reading and export reading of Roof Top Net Meter. The Respondent by its email dated 29.06.2022 has forwarded a copy of agreement executed between the Appellant and MSEDCL.

Analysis and Ruling

7. Heard the parties. Perused the documents on record. The Appellant is a Residential Consumer from 23.03.2011 having SL of 8 KW at Kyrish, Plot No 35, S. No. 253, Shivaji Road, Lane 1, Khese


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Park, Pune. The Appellant installed Solar Rooftop Net Metering in his premises which was commissioned on 13th April 2018 with Net Meter No.39646180 and Generator Meter No.18006385.

8. The Appellant entered into the Agreement of Connectivity to the Distribution network of MSEDCL for Consumers installing solar PV projects/systems below 1 MW on Rooftop or any mounting structure in their premises under the MERC (Net Metering for Roof-top Solar Photo Voltaic Systems) Regulations, 2015 (Procedure for Application, methodology for Metering & Billing). The relevant portion of Commercial Settlement is reproduced below:

“Commercial Settlement:

- 8.1. *The commercial settlements under this Agreement shall be in accordance with the Net Metering Regulations.*
- 8.2. *The Licensee shall not be liable to compensate the Eligible Consumer if his Rooftop Renewable Energy Generating System is unable to inject surplus power generated into the Licensee's Network on account of failure of power supply in the grid/Network.*
- 8.3. *The existing metering System, if not in accordance with the Net Metering Regulations, shall be replaced by a bi-directional meter (whole current/CT operated) or a pair of meters (as per the definition of 'Net Meter' in the Regulations), and a separate generation meter may be provided to measure Solar power generation. The bi-directional meter (whole current/CT operated) or pair of meters shall be installed at the inter-connection point to the Licensee's Network for recording export and import of energy.*
- 8.4. *The uni-directional and bi-directional or pair of meters shall be fixed in separate meter boxes in the same proximity.*
- 8.5. ***The Licensee shall issue monthly electricity bill for the net metered energy on the scheduled date of meter reading. If the exported energy exceeds the imported energy, the Licensee shall show the net energy exported as credited Units of electricity as specified in the Net Metering Regulations, 2015. If the exported energy is less than the imported energy, the Eligible Consumer shall pay the Distribution Licensee for the net energy imported at the prevailing tariff approved by the Commission for the consumer category to which he belongs.”***

9. During arguments, the Appellant clarified that his main grievance arises because in months when there are Bank Units (Exports Units > Import Units) MSEDCL pays a very low rate of only about Rs.3.80 per unit, whereas when Import is more than Export, they charge up to a highest slab rate of Rs.11/- per unit. This is unfair and causes high billing due to monthly calculations of net consumption. The Respondent contended that the Appellant has already entered into an agreement, so he has to follow the methodology for Metering & Billing. The Tariff is decided by the Maharashtra Electricity Regulatory


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Commission through a process of public hearing, as per periodic Petition filed by the Respondent of Tariff Proposal for Annual Revenue Requirement. **Hence, it is not possible to club the Import and Export Units on yearly basis as demanded by the Appellant.**


The energy generated in Solar Rooftop is seasonal, and it is not possible to schedule in slab of 15 minutes. The Appellant is interconnected to the Power Grid of MSEDCL where the energy is supplied to him as and when required round the clock, including costly power in peak hours. On the other hand, the surplus solar power sold by the Appellant may not be available when most needed during peak hours. The purchase cost of electricity is dynamic in nature and varies as per Demand and Supply of power. In short, it is a complex formula, and such a decision cannot be taken on the field.

10. The Appellant contended that the billing system should be changed, from month to month calculations to cumulative (annual) billing. Instead of counting net consumption (import minus export) every month, the Respondent should look at total cumulative import and export over the year. This will reduce the overall net consumption and the bill.

11. The following statement is derived to understand the year wise position of Import and Export Units of the Appellant's Rooftop Solar Net Metering System and yearly banking of power.

Financial Year	Consumption (Import) (Units)	Generation (Export) (Units)	Difference (Import -Export) (Units)
2018-19	5116	5439	-323
2019-20	7065	4988	2077
2020-21	7744	5018	2726
2021-22	6178	4920	1258
2022 up to May 2022	2568	786	1782
Total	28671	21151	7520

According to the Appellant, the banking of purchase units (net export units, which is calculated at the end of the year) is paid at a rate of Rs. 3.80 per unit only. On the contrary, the net import units are being billed from about Rs. 7/- to Rs. 12/- per unit as per tariff slab rate of 1 to 100, 101 to 300, 301 to 500 and 501 to 1000 units which are applicable. This rate difference leads to high billing.


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12. In addition, the Data of M30 Report of the Respondent is perused and tabulated as below:



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Data of M 30 Report : Net Meter No. 39646180								
Month	Import Reading (KWH)	Export Reading (KWH)	Import Units	Export Units	Diff.(Import-Export) Units	Bank units	Net Units billed	Remarks
1	2	3	4	5	6 =4-5 (considering 4>5)	7=5-4 (considering 5>4)	8	9
Apr-18 to Feb-19	6	6	*	*				*No meter reading available
Mar-19	5122	5444	5116	5439	0	323	0	
Apr-19	6318	5991	1196	547	649		649	\$\$\$ Normally Summer and Rainy Season Import Units > Exports Units
May-19	7394	6362	1076	371	705		705	
Jun-19	8553	9353#	1159	2991	0	1832	619	
Jul-19	9014	7187	461	0	461	0	461	
Aug-19	9269	7385	255	198	57	0	57	
Sep-19	9655	7716	386	331	55	0	55	
Oct-19	9973	8075	318	359	0	41	0	
Nov-19	10198	8566	225	491	0	266	0	
Dec-19	10441	9016	243	450	0	207	0	
Jan-20	10756	9466	315	450	0	135	0	
Feb-20	11080	9992	324	526	0	202	0	
Mar20 to Jun20	15509	11752	4429	1760	2669		2669 \$	\$ Covid-19 Pandemic
Jul-20	16393	12162	884	410	474		474	
Aug-20	17032	12526	639	364	275		275	
Sep-20	17463	12904	431	378	53		53	
Oct-20	17808	13243	345	339	6		6	
Nov-20	18133	13704	325	461	0	136	0	\$\$ In winter normally Export Units > Import Units.
Dec-20	18425	14165	292	461	0	169	0	
Jan-21	18712	14557	287	392	0	105	0	
Feb-21	18988	15000	276	443	0	167	0	
Mar-21	19931	15450	943	450	493	0	493	\$\$\$ Normally Summer and Rainy Season Import Units > Exports Units
Apr-21	21326	15927	1395	477	918	0	918	
May-21	22212	16266	886	339	547	0	547	
Jun-21	22699	16671	487	405	82	0	82	
Jul-21	23096	16950	397	279	118	0	118	
Aug-21	23598	17335	502	385	117	0	117	
Sep-21	23843	17551	245	216	29	0	29	
Oct-21	24099	17916	256	365	109	109		
Nov-21	24520	18488	421	572	151	151		\$\$ In winter normally Export Units > Import Units
Dec-21	24779	18856	259	368	109	109		
Jan-22	25129	19340	350	484	134	134		
Feb-22	25341	19868	212	528	316	316		
Mar-22	26109	20370	768	502	0	0		
Apr-22	27501	20780	1392	410	0	0	982	
May-22	28677	21156	1176	376	0	0	800	
Note :	* No Meter readings were available. Hence average billing was done for 11 months for import and export consumption, which was refunded.							
	# Wrong Punching of Export Reading in July 2019 which is beneficial to the Consumer.							
	\$ Accumulated four months billing for the period from March 2020 to Jun 2020 due to Covid-19 Pandemic							
	\$\$ In winter season, normally Export Units > Import Units and Appellant is getting lower purchase rate of banking units.							
	\$\$\$ Normally in Summer and Rainy Season, Import Units > Exports Units, the appellant is billed with higher tariff rate as compared to purchase rate of banking.							


 (Dilip Dumbre)
 Secretary
 Electricity Ombudsman Mumbai



While perusing the CPL, the credit amount for yearly banking (for months when export > import units) was given in the billing month of April 2019 for the year 2018-19, and in the billing month of July 2020 for 2019-20. The Appellant is billed as per actual reading of Import and Export units in general.

13. In brief, the grievance of the Appellant has arisen due to two factors – (i) the unequal rates of purchase and sale, and (ii) billing done monthly, based on net consumption of that month. However, both these systems are based on policy decisions taken at the level of the Commission, and are beyond the control of the Respondent.


14. After considering all the above facts, it is not necessary to give any order for bill revision. The bill of Net Meter (Import and Export) was found in order in general. In view of the above, the Representation of the Appellant is rejected with the following directions.

- a) The Appellant to pay Rs.50,000/- immediately on account of his outstanding dues as directed during the hearing.
- b) The Respondent is directed to waive off the interest and DPC levied in the bills till the date of the order, provided the Appellant has paid Rs.50,000/- as above.
- c) The Appellant may be granted suitable equal instalments, not more than three, to clear his pending dues, without DPC and interest.
- d) Respondent to report compliance within two months from the date of this order.

15. The Representation is disposed of accordingly.

16. The secretariat of this office is directed to refund the amount of Rs.25000/- deposited by the Appellant by way of adjustment in the ensuing bills.

Sd/-
(Vandana Krishna)
Electricity Ombudsman (Mumbai)


(Dilip Dumbre)
Secretary
Electricity Ombudsman Mumbai

