



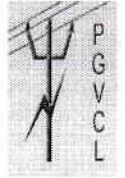
# પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ

## ગ્રાહક તકરાર નિવારણ ફોરમ

ઝોનલ કચેરી, "વીજ સેવા સદન", ચાવડી ગેટ, ભાવનગર.

CIN : U40102GJ2003SGC042908

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ક્રમાંક: બીઝેડ/ફોરમ/૭૮/૨૨-૨૩/1134

તારીખ: 15 JUL 2023

આર.પી.એ.ડી.

પ્રતિ,  
મે.મધુ સીલીકા પ્રા.લી.,  
૧૪૭, જીઆઈડીસી,  
વરતેજ,  
ભાવનગર.

કેસ નં. ૭૮/૨૨-૨૩

મો.નં-૦૨૭૮ ૨૫૪૧૮૬૬/૨૫૪૦૮૦૦

**વિષય :** સોલાર અને વિન્ડ સેટ ઓફ નું રીફંડ આપવા બાબત.

- સંદર્ભ :**
- (૧) આપનો પત્ર તા.૦૮/૧૨/૨૦૨૨ જે અત્રેની કચેરી ને મળ્યા તા.૨૦/૧૨/૨૦૨૨.
  - (૨) અત્રેની કચેરીનો પત્ર નં. બીઝેડ/ફોરમ/૭૮/૨૨-૨૩/૪૧૨૨ તા.૨૧/૧૨/૨૦૨૨.
  - (૩) અત્રેની કચેરીનો પત્ર નં. બીઝેડ/ફોરમ/૭૮/૨૨-૨૩/૪૨૧૯ તા.૩૦/૧૨/૨૦૨૨.
  - (૪) અત્રેની કચેરીનો પત્ર નં. બીઝેડ/ફોરમ/૭૮/૨૨-૨૩/e-40972 તા.૦૬/૦૩/૨૦૨૩.

જાહેરાત

શ્રીમાન,

આપશ્રીની, ઉપરોક્ત વિષયના સંદર્ભમાં આપના દ્વારા ગ્રાહક ફરિયાદ નિવારણ ફોરમ, ભાવનગર સમક્ષ કરેલ રજુઆતના સંદર્ભમાં આપશ્રીને ફોરમ સમક્ષ તા.૧૫/૦૩/૨૦૨૩ નાં રોજ સાંભળવામાં આવેલ. જેના સંદર્ભમાં ગ્રાહક ફરિયાદ નિવારણ ફોરમ દ્વારા આપવામાં આવેલ ચુકાદો આ સાથે સામેલ છે.

આપશ્રીની જાણ સારૂ.

*Raj*  
કન્વીનર,

ગ્રાહક ફરિયાદ નિવારણ ફોરમ  
પીજીવીસીએલ., ઝોનલ કચેરી ભાવનગર.

☐ **બિડાણ:-** ઉપર મુજબ.

પ્રતિ: કાર્યપાલક ઈજનેરશ્રી,

પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ

શહેર વિભાગીય કચેરી-૨, ભાવનગર.

.....ગુજરાત વિદ્યુત નિયંત્રક આયોગના જાહેરનામા નં. ૨/૨૦૧૯ ની કલમ નં. ૨.૫૪ મુજબ સદર હુકમનાં પાલન અંગે થયેલ કાર્યવાહીનો જરૂરી અહેવાલ અત્રેની ફોરમ કચેરીને ફરજીયાત પાઠવવાનો રહેશે.

☐ **નકલ રવાના:-**

(૧) શ્રી અધિક્ષક ઈજનેર, પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ, વર્તુળ કચેરી, ભાવનગર.

...આપની જાણ તથા જરૂરી કાર્યવાહી અર્થે.



ફરિયાદ નિવારણ ફોરમ, પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ, ભાવનગર સમક્ષ)

ગ્રાહક ફરિયાદ નિવારણ ફોરમ,  
પ.ગુ.વી.કં.લિમિટેડ, ઝોનલ ઓફિસ,  
"વીજ સેવા સદન", ચાવડી ગેટ,  
ભાવનગર.

કેઈસ નંબર - ૭૯/૨૨-૨૩

વાદી :- મે.મધુ સીલીકા પ્રા.લી.,

◇ વિરુદ્ધ ◇

પ્રતિવાદી :- પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ

◇ રજૂઆતની તારીખ:- તા.૧૫/૦૩/૨૦૨૩ ◇

વાદી :- શ્રી વી.એલ.શાહ (વાદી ના અધિકૃત પ્રતિનિધિ)

પ્રતિવાદી :- શ્રી વા.આર.જાડેજા, કાર્યપાલક ઈજનેર, શહેર વિભાગીય કચેરી-૨, ભાવનગર.  
(પશ્ચિમ ગુજરાત વીજ કંપની લિમિટેડ વતી)

મે.મધુ સીલીકા પ્રા.લી. મું.વરતેજ, જી. ભાવનગરની સોલાર અને વિન્ડ સેટ ઓફ નું રીફંડ આપવા બાબતની રજૂઆત કન્વીનરશ્રી, ગ્રાહક ફરિયાદ નિવારણ ફોરમ, ભાવનગરને મળતાં, ફોરમે તેનાં ફરીયાદ રજીસ્ટરમાં ક્રમાંક : ૭૯/૨૨-૨૩ થી નોંધી તેનાં યોગ્ય નિરાકરણ માટે અધિક્ષક ઈજનેરશ્રી, વર્તુળ કચેરી, ભાવનગર ને પત્ર નં. બીએડ/ફોરમ/૭૯/૨૨-૨૩/૪૧૨૨ તા.૨૧/૧૨/૨૦૨૨ થી વાદીશ્રી ની જાણ હેઠળ મોકલી આપેલ.

આમ છતાં, ફોરમે વાદીશ્રી ને તેમની ફરિયાદ બારામાં લેખિત / મૌખિક રજૂઆત કરવા તા.૧૨/૦૧/૨૦૨૩ તથા તા.૧૫/૦૩/૨૦૨૩ ના રોજ ઉપસ્થિત રહેવા જણાવેલ. જેમાં, વાદી મે.મધુ સીલીકા પ્રા.લી. વતી તેમના અધિકૃત પ્રતિનિધિ શ્રી વી.એલ.શાહ હાજર રહેલ તથા પ્રતિવાદી તરફે શ્રી વા.આર.જાડેજા, કાર્યપાલક ઈજનેર, શહેર વિભાગીય કચેરી-૨, ભાવનગર ઉપસ્થિત રહેલ.

વાદીશ્રીની રજૂઆત:- ફોરમને કરેલ લેખિત અરજી મુજબ રજૂઆત છે કે...

**Representation - 1 dtd.08.12.2022 :**

We are a company registered under Company's act and engaged in manufacturing of chemical products and having our subject plant situated at Plot No.147 and 7 to 12, Vartej GIDC, Opp. 220 KV S/S, Vartej-364004, Tal. & Dist. Bhavnagar.

We are EHT consumer with PGVCL(City-2) Division, Bhavnagar having connection No.23865 and contract demand of 6750 KVA under HTP1 tariff.

We are also receiving power from entities other than Distribution Licensee PGVCL and to promote renewable energy, we have established wind power generators and solar generation plants also.



The Respondents had sent a calculation sheet of set off made against the various solar plants and wind mills generations for the energy bill for the month of September – 2022(**Enclosure:2**) vide his letter dtd.02.11.2022(**Enclosure:3**) for all group companies. In this application,

There are few mistakes in the calculation of set off of generation submitted by the respondent. We had drawn attention of the respondent on the similar mistakes which are in the earlier calculations vide our letter dtd.29.07.2022(**Enclosure:4**) but the same was not replied by the respondent. Some of the mistakes are continuous in nature and repeated in the every setoff calculation by the respondent under disguise of the approved methodology or circular by the corporate office which required to be amended from the beginning of the setoff.

We are filling this grievances under GERC Regulations of (CGRF & Ombudsman) 2019 notified vide notification 2 of 2019.

**Ground for the Complain:**

1) Our Connection No.23865 is having following share of generation from different solar generation plants and wind Turbine Generators as per calculation sheet provided by the respondent is given below

**(Enclosure:3)**

- i) 66.67 % Sharing in generation from 4.5 MW solar plant.
- ii) 100 % Sharing in generation from 0.675 MW solar plant.
- iii) 100 % sharing in generation from 10 MW solar plant.
- iv) 100 % sharing in generation from 1.5 MW WTG No.4987.
- v) 100 % Sharing in generation from 1.5 MW WTG at Dhudasiya

2) As per data given, the net setoff units from first 3 solar plants are

Sr. No	Name of the Plant	Net setoff units after losses
1	4.5 MW solar (66.67%)	353711
2	0.675 MW solar	79585
3	10 MW solar	1235888
	Total	1669184

Now the solar plant do not generate power at night so the solar power should not be adjusted with respect to night benefit while for peak hour time of use charge should be taken pro rata.



3) Regarding WTG production the net set off from 2 WTG is given as

Sr.No	Name of the WTG	Net setoff units after losses
1	1.5 MW WTG Sr.No.4987	144429
2	1.5 MW WTG Dhudasiya	70973
Total		215402

In Dhudasiya WTG 2% banking charge is deducted as per Wind tariff order 2 of 2016 dtd.30.08.2016 which is in force from the date of the order. In the earlier Wind tariff order there is no banking charge levied by the Hon'ble Commission. The Dhudasiya WTGs are installed and commissioned in March-2016 before Order 2 of 2016. So, banking charge of 2 % is not applicable and accordingly the 2% deduction 1505 units is not applicable so the same should be credited in to our account so total wind unit credit should be  $215402 + 1505 = 216907$  units.

As WTG power is generated during any time of the day, the unit's credit should be proportionate in night rebate as well as time of use charge.

The net unit credit including solar and wind will be 1886091 units.

4) The final bill calculation for the month of September-2022 will be as per sheet attached with this application (**Enclosure-5**). As per revised calculation carried out by us subject to verification by the respondent for arithmetical mistake, the refund amount for the month of September-2022 is Rs.8,16,681/- only.

5) The mistake made in the September - 2022 energy bill is not an arithmetical mistake. It is an obvious and deliberate attempt to give minimum setoff to the Renewable energy Consumer under disguise of the so called approved method by the Corporate Office. It is a common sense that solar power can not contribute any power in to night hours of 10.00 PM to 6.00 PM but yet to reduce the night benefit proportionate to solar power is an attempt to discourage the consumers from opting for renewable energy. There is no GERC Regulations with supports such abnormal action of the respondent. Even after drawing attention of the respondent, no action is initiated.

6) This is a sample case of discrepancies in setoff to be granted to our company. The actual setoff calculation since beginning of solar power generation from 2018 and also banking charge collected on the WTG generator





which is commissioned before the tariff order is a continuous wrong setoff calculation in every bill where such setoff is granted.

Hon'ble Forum is requested to direct the respondent to revised all setoff of solar generation and wind generation where similar wrong calculation is made by the respondent.

7) As the wrong calculation is an deliberate attempt by the respondent to reduce the setoff effect and discourage the consumer from going for green energy, the refund arise from the revision of the bill should be granted with interest from the date of billing till refund date.

**Prayer :**

Hon'ble Forum is prayed to

- a) Direct the respondent to revise the setoff calculation for the month of September-2022 as per actual and credit refund amount to the applicant.
- b) Direct the respondent to revise the setoff calculation for each month for Solar generation from 2018 and wind generation setoff for Dhudasiya WTGs from beginning of collection of banking charge.
- c) Direct the respondent to revise the formula for solar setoff for all Consumers.
- d) Direct the respondent to give interest on the refund amount from the date of original billing to refund into account of our applicant.
- e) Allow any relief deemed fit for the purpose.

**Representation – 2 dtd.14.03.2023 :**

We are further to our application and in response to the reply filed by the respondent the Executive Engineer(City-2) PGVCL, Bhavnagar as above referred (3).

The main points raised by us.

- 1) Peak hour charges to be collected on solar generation.
- 2) Reduction in night hour benefit proportionate to solar generation.
- 3) 2% banking charges collected on 1.5 MW (2x0.750KW) WTGs at Dhudasiya wind farm.

a) The respondent had clarified the points raised by the applicant in his above referred (3) letter. The first point clarified that,



Peak hour charges are already proportionately reduced for wind generation while calculating setoff. However, in case of solar it is specifically mentioned in the point No.6 of Power purchase agreement that TOU Charges shall be applicable for consumption during peak hours.

The point is raised regarding solar generation only.

b) As per the calculation sheet provided for the month of September 2022 page no.4 of the reply, the 4.5 Mw solar plant and 0.675 Mw solar plant are elected under SPP 2015 i.e. under GERC order 3 of 2015.

c) Some of the relevant points of the GERC order 3 of 2015 are reproduced below for ready reference for Hon'ble forum.

#### **4.5.2 Wheeling with Injection of 66 KV or above**

As per the scope of this tariff, this clause will be applicable to solar plants of a capacity greater than 4MW.

For wheeling of power to the consumption site at 66 KV voltage level and above, the wheeling of electricity generated from the solar power generators to the desired location (s) within the State shall be allowed on payment of transmission charges and transmission losses applicable to normal Open-Asses Consumers.

For wheeling of power to consumption site at a voltage below 66 KV, the wheeling of electricity generated from the solar power Generators to the desired location (s) within the access customers transmission and wheeling loss @ 7% of the energy fed into the grid. This loss shall be shared between the transmission and distribution licensees in the ratio of 4:3.

#### **4.5.5 Wheeling at Two More Locations**

If a Solar power Generator owner desires to wheel electricity to two or more locations, it shall pay INR 0.05 per unit on energy fed in the grid to Distribution Company in whose area power is consumed in addition to the above-mentioned transmission charges and losses, as applicable.

#### **4.7 Banking**

The commission has considered the contents of the discussion paper and comments received from the stakeholders on banking. After considering the aforesaid the commission decides the banking as under.

All solar power projects that are commissioned under captive generating mode and not operating under the REC route or third party Sale shall be eligible for



banking of energy for One month period only. The banking period is determined with consideration of billing cycle for recipient units of the concerned Distribution Licensee, who receive the solar energy for captive use. Banking shall be considered on first in first out (FIFO) energy basis. Any surplus energy of banked units in the given billing cycle available after set-off shall be considered as deemed sale to the concerned Distribution Licensees at Average power purchase Cost (APPC) rate determined by the Commission for relevant year.

#### **4.13 Power purchase Agreement**

The term of the power purchase agreement that the solar Developer signs with the Distribution Licensee will be 25 years. The distribution licensee may sign the PPA at the earliest from the date of submission of the application with all relevant details by the solar generators and get it approved from the Commission.

d) Let us consider the case of the 4.5 MW solar generation plant.

As mentioned on page 2 of the wheeling agreement (page 13 of the Reply)

### **AND WHEREAS**

The agreement is executed on provisional bases of wheeling of power in accordance with the Government of Gujarat's Solar policy 2015(solar policy) Provisions of Gujarat Electricity Regulatory Commission(GERC)'s Order No-3 of 2015 "In the matter of Determination of Tariff for procurement of power by Distribution Licensees and Other from Solar Energy project for the state of Gujarat" GERC Open Access Regulation 2011 and amendment thereto, intrastate ABT Order and amendment thereto and other applicable GERC regulations and as per terms and conditions contained in the application form filed by the company GEDA and as per as per the terms and condition of this Agreement.

As per above, the agreement is executed as per GERC order No.3 of 2015. All the points of GERC order 3 of 2015 are applicable to both respondent and complainer. In the above-mentioned order, there is no mention of TOU charges. Point No.6 of the agreement is reproduced below. In the point, there is no mention of TOU charges as claimed by the respondent.



**6.0 Energy Accounting:**

Option	Particular of Option	Energy Accounting
Option - 1	Consumer does not intend to utilize Renewable attribute of the generated solar energy towards its RPO	The Solar energy generated after deducting applicable losses, shall be set off against energy consumed at any time during the billing cycle at the recipient unit.

Also, as per point No. 4.13 Power Purchase agreement, the respondent Distribution licensee should have gotten the wheeling agreement to be approved by the commission. Accordingly, the collection of TOU charges is not in the wheeling agreement and the respondent is not authorized to collect the same from the applicant under the wheeling agreement.

e) The consideration of the 0.675 MW Solar generation plant.

The wheeling agreement was executed on 05.08.2020 under GERC order 3 of 2020.

Point No.3.8 (i) of the Energy Accounting & RPO order is reproduced below.

### 3.8 Energy Accounting and RPO

i. Solar power Projects not registered under REC Mechanism and the consumer does not take benefit of the renewable attribute for such projects, the adjustment of the solar energy generation shall be allowed within the consumer's billing cycle. The entire solar energy generation of such consumer shall be utilized for meeting the RPO of that Distribution Licensee. Banking of energy shall be allowed within one billing cycle of the consumer, wherein set-off may be given against energy consumed at any time of the billing cycle. However, peak charges shall be applicable for consumption during peak hours..... ..

As per above, the peak charges shall be applicable for consumption during peak hours. Also, condition 6 of the wheeling agreement also mentioned that 6.0 Time of use charges time of use charges shall be applicable for consumption during peak hours as per the relevant tariff order of GERC.

As per GERC tariff order 3 of 2020 and wheeling agreement dated 5.8.2020 condition 6, we agree that the TOU charge is applicable to the generation from the solar power generation plant of 0.675 MW.





f) The third case is a 10 MW solar generation plant the wheeling agreement was executed on 04.08.2021(**Annexure-1**) under solar power policy 2021 and GERC order in petition NO.1936 option 3 and setoff is to be granted on 15 minutes time block after deduction applicable losses.

As per the order, the solar generation in the case of REC/RPO, the same should be used within 15 minutes time slot of the generation.

In the related GERC order, there is no mention of TOU charges to be paid by the captive power user with RPO. There is no question of the collection of TOU Charges.

g) In credit adjustment for September, in connection with No. 23865, the TOU charges were made applicable on 1458966 units out of 1530541 units consumed during peak hours. It is not clear which 71576 units are granted exemption from the TOU charge by the respondent.

h) As per the above-mentioned representation regarding the TOU charge can be summarised for final discussion. The factor related to September 2022 can be derived

(1884586+1505 Dhudasiya Difference)=1886091 net generated units

Net units to be billed = Total consumption- net generation  
= 4606060-1886091=2719969.

Total TOU units = 1530541

Ratio of TOU/Total consumption=1530541/4606060=0.3323

Sr. No	Renewable entity	Net Units after applicable losses	Proportional Units on Which TOU is applicable	Units on which TOU is not applicable
1	Solar 0.675	79585	All	0
2	Solar 10	1235888	0	All
3	Solar 4.5	353711	0	All
4	Wind 4987	144429	All	0
5	Wind Dhudasiya	70973+1505=72478	All	0

i) The second point raised by the applicant is the deduction of night benefit proportionate to the use of solar power supplied to the applicant.

Calculation as sought by the firm that Night rebate should not be reduced in proportion to set off units is not present in any of the notifications/guidelines related to Solar/Wind policies. The firm is already given the benefit for their generated units in the form of energy charges, fuel charges & Electricity Duty.



However, all the rebates are proportionately reduced as firm is paying the final bill for units consumed after setoff. The modification in calculation as expected by firm can create a situation where rebate on units may become in excess of the actual units consumed after setoff, which is not possible.

The reply presented by the respondent has been reproduced above. The reply is vague, without support from any related law/Regulations or tariff order for solar power issued from time to time.

The benefit to the consumer is not in the purview of the respondent and for any amendment in the tariff order by GERC, the respondent may file a petition in GERC.

In lieu of any valid legal reply, a face-saving presentation is made by the respondent. It is already mentioned in the reply that set off against night rebate is not mentioned in any of the solar/wind policies. We agree with the fact that in the policies the reduction in night benefits is proportionate to the solar generation is not mentioned.

j) It is said in the reply filed by the respondent that " the modification in the calculation as expected by the firm can create a situation where rebate on units may become in excess of the actual units consumed after setoff which is not possible."

The statement has no clear meaning but in other words, the respondent is making it clear that though there is not any regulation or law, or circular which supports such proportionate reduction in night benefit, to protect the revenue of the respondent such steps are required.

The night benefit is provided for the units consumed between 10.00 PM and 06.00 AM the next day. There is an absolute zero possibility that energy generated by the solar plats contributed to consumption during that night's benefit hours.

It is absolutely illogical and illegal that a portion of the night benefit is reduced by proportionate solar consumption which is officially available from 07.00 AM to 06.00 PM only.

Considering the above fact and confession by the respondent that such proportionate deduction of night benefit is not supported by any of the solar tariff orders, the Hon'ble Forum is requested to direct the respondent to



immediately stop this ritualistic practice of reducing night benefit related to solar generation which is generated during day time ONLY.

k) The third point is regarding 2% banking charges in kind deducted from the generated units from 1.5 MW (2x0.750KW), Particularly Dhudasiya wind farm.

In the reply, it is mentioned that

Regarding 2% banking charges on Dhudasiya wind generation, it is quote here that M/s MSPL has already filed a petition challenging the banking charges on wind generation with the Hon'ble GERC & result of the judgment of the matter will be applicable to all wind generators.

The reply is far from the fact without going into the details of the matter or properly scanning the application submitted to the Hon'ble forum.

The applicant has stated in point No.3 of the letter that

**The Dhudasiya WTGs are installed and commissioned in March 2016 before order 2 of 2016. So banking charge of 2% is not applicable**

The wheeling agreement for 1.5 MW WTG was executed on 30.03.2016 **(Annexure-2)** on Page 2 of the wheeling agreement, it is stated that,

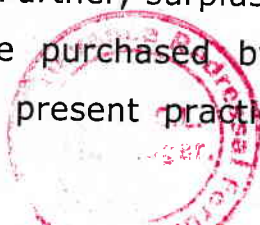
The company above named has been permitted by the Gujarat Energy Development Agency (GEDA) to set up a wind farm of 1.500 MW on Revenue Survey No. 53/p-1 and 63/p-1 at Village: Galpadar, of Taluka: Kalawad and District : Jamnagar in accordance with the provisions of the wind power Generation policy 2013, issued under the Resolution No.EDA-102001-3054-B by the Government of Gujarat dated 25 July, 2013, GERC order No. 2 of 2012 dated 08.08.2012 and review order dated 07.01.13.

As per above, the wheeling agreement is made as per GERC Order 2 of 2012.

Regarding banking, it is stated in the order that

#### 4.6 Banking of Surplus Wind Energy

Commission's Decision By considering the intermittent generation pattern of wind power projects and as a promotional measure the Commission decides to continue the present practice of settlement of excess generation after set off in case of captive wind power projects in the state. With intra-state ABT mechanism in place in the state, increase in time period for banking will have adverse financial impact on utilities. Further, surplus generation available after energy settlement, if any, shall be purchased by the utility. Hence, the Commission decides to continue the present practice of settlement of excess



generation after set off in case of captive wind power projects in the state. In other words, WEGs opting for captive use of the energy generated shall be eligible to get set off against the energy generated during peak and normal hours as specified by the Commission in the tariff orders. The WEGs are eligible for one-month banking for the electricity generated during the same calendar month. However, they are eligible to utilize the same during the month in proportion to the energy generated during peak and normal hours. The banking facility shall not be available for third-party sale of wind energy.

As per above, no banking charge is imposed on WTG generation as per wind power tariff order 2 of 2012.

Moreover, the wind power tariff order 3 of 2016, clearly says that

### **5. Applicability of the Order Commission's Decision**

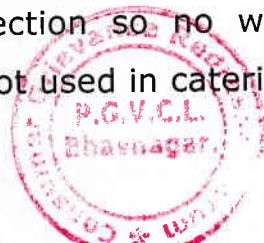
The commission decides that this order shall come into force from the date of issue of this order. Therefore, the tariff and other commercial terms as determined by the Commission in this order shall be applicable to all such wind energy generators for which the PPAs would be signed in respect of WTGs to be installed and commissioned on or after the date of this order.

Date: 30/08/2016

The wheeling agreement for 1.5 MW (2x0.750 KW) Dhudasiya wind Farm was executed on 30.03.2016 before the order dated 30.08.2016 where a banking charge of 2% is introduced on banked units generated by WTG till the new tariff order is imposed in 2020. The banking charge should not be imposed on the generation of 1.5 MW(2x0.750 KW) at Dhudasiya for which the wheeling agreement was executed before the solar tariff order 3 of 2016.

The Hon'ble Forum is requested to direct the respondent to amend the mistake, not to charge the 2% banking in kind from generation of WTG from Dhudasiya farm and refund the units deducted by way of banking charges in the case of 1.5 Mw WTG at Dhudasiya in all bills till the date of order and revised all the bills accordingly.

i) While further scrutinizing the bill of September 2022, a wheeling charge of Rs. 20,860.00 at the rate of Rs. 0.09135 is imposed on 228349 units. The applicant connection is an EHT Connection so no wheeling charge can be imposed as the distribution network is not used in catering power supply to us.





We request Hon'ble Forum, to direct the respondent to cancel wheeling charges in the bill of September 2022 and credit the same into our account.

m) This application regarding disparities in the bill for the month of September 2022 is generic as the points raised by the applicant apply to all the similar bills raised by the respondent. The Honb'le Forum is requested to direct the respondent to revise all the bills where such a mistake is made by the respondent and refund the amount with interest from the date of the bills as the calculation is made defying the tariff orders of GERC for the contemporary period and in violation of the wheeling agreements.

The applicant continues with the prayer in the original application.

Representation of PGVCL. The application and nomination as per the guideline of notification of 2 of 2019 are attached to this letter.

☞ પ્રતિવાદીશ્રીની રજૂઆત :- ફોરમને કરેલ લેખિત અરજી મુજબ રજૂઆત છે કે...

M/s. Madhu Silica Pvt. Ltd. is an EHT Consumer under the jurisdiction of Bhavnagar City-2 division bearing consumer number 23865 having contracted demand of 9,000 KVA at Vartej GIDC.

2.1 Grievances filed by M/S. MSPL falls under the scope of agreements executed from time to time by the firm to obtain setoff in their electricity bill against their renewable generation, which is detailed as follows;

Sr. No	Location	Type	Capacity	Policy	Share of 23865	Agreement Date
1	Moti Dharai	Solar	4.500 MW	SPP2015	66.667%	11-Sep-18
2	Moti Dharai	Solar	0.675 MW	SPP2015	100%	05-Aug-20
3	Moti Dharai	Solar	10.000 MW	SPP2021	100%	02-Aug-21
4	Vejalpar	Wind	1.500 MW	WPP2016	100%	03-Aug-18
5	Dhudasiya	Wind	1.500 MW	WPP2016	100%	30-Mar-16

2.2 Monthly generation of above generators is obtained by this office from SLDC & same is set off against their bill as per the conditions narrated in the agreement. Calculation sheet is attached herewith.

2.3 Now the consumer has come up with following grievances in the calculation of their setoff.

- Peak hour charges should be reduced in proportion to the generation & should be applicable on net units consumed after setoff.
- Night rebate should not be proportionately reduced during setoff.



- 2% banking charges should not be considered for their wind generator of Dhudsiya.

2.4 In this regard, it is to clarify here that:

- Peak hour charges are already proportionately reduced for wind generation while calculating setoff. However, in case of Solar it is specifically mentioned in the point No.6 of power purchase Agreement that TOU charges shall be applicable for consumption during peak hours.

- Calculation as sought by the firm that Night rebate should not be reduced in proportion to set off units is not present in any of the notifications/guidelines related to Solar/Wind policies. The firm is already given the benefit for their generated units in the form of energy charges, Fuel charges & Electricity Duty. However, all the rebates are proportionately reduced as firm is paying the final bill for units consumed after setoff. The modification in calculation as expected by firm can create a situation where rebate on units may become in excess of the actual units consumed after setoff, which is not possible.

- Regarding 2% banking charges on Dhudasiya wind generation, it is quote here that M/S. MSPL has already filed a petition challenging the banking charges on wind generation with the Hon'ble GERC & result of the judgment of the matter will be applicable to all wind generators.

☞ **Forum's findings. ;**

**Considering representation of both the parties, and produced documents, forum comes to the conclusion as under, ;**

3.1 Applicant M/s Madhu Silica Pvt. Ltd. Limited is having EHT Connection vide No. 23865 Of having contracted demand of 6750 KVA Under HTP1 Tariff. at GIDC, Vartej Under the constitution of PGVCL City-2 Dn. Bhavnagar.

3.2 The applicant has found some mistakes in setoff calculation sheet given by respondent for its energy bills of solar plants and wind mills generations, narrated above in applicant's representation, and requested for refund by raising following points.

1. While calculating setoff, peak hour charges ( TOU Charges) should be changed as pro rata of TOU charges of original bill.



2. As the solar power is not generated during the night rebate as per the original bills should not be adjusted after setoff units are deducted from consumer's bill.
3. 2% banking units should not be charged for 1.5 MW Dhudasiya, WTG.

### 3.3 Respondent PGVCL has represented as under.

1. Peak hour charges are proportionally reduced for units generated through wind energy.
2. For Solar generation it is mentioned in the power purchase Agreement the TOU charges shall be applicable for consumption during peak hours.
3. Benefit of generated units is reflected in the form of energy charges, fuel charges & electricity duty. However, all rebates are propositionally reduced from original bill depending on the solar generation for the month & net units billed after adjusting setoff.
4. No notification/guidelines related to solar/wind policies support the grievance of M/s MSPL for not proportionately reducing the night rebate after setoff. This calculation can create a situation where units eligible for night rebate may become more than total units billed after adjusting setoff.
5. M/s MSPL has already filed petition challenging banking charges on wind generation with Hon'ble GERC & result of judgement will be applicable to all wind generations.

### From the above, forum concludes as under :

#### 3.3 Peak hour (TOU) charges.

- a. TOU charges are already proportionately charged for wind generations.
- b. The 4.5 MW & .675 MW solar generators, which are installed under Solar Power policy, 2015 are given setoff on billing cycle basis. In the policy as well as in the agreement, it is clarified that peak hour charges shall be applicable on entire consumption during peak hours & hence, current calculation methodology of respondent is proper.
- c. In the case of 10 MW solar generators installed under RPO regime of Solar Power policy, 2021,

The setoff is given in 15 minute time block & peak hour charges are not mentioned as in the earlier policy. In this regard, forum directs



respondents to follow the power purchase agreement & revise the setoff calculation.

3.4 No order is passed on current calculation methodology of adjusting night units.

3.5 2% banking charges levied by respondent is as per the wind tariff order 2 of 2016. However, the Dhudasiya WTG was commissioned prior to the said tariff order & hence the 2% banking charges are not applicable & should be refunded.

3.6 No order is passed on interest on refund amount.

-:: હુકમ ::-

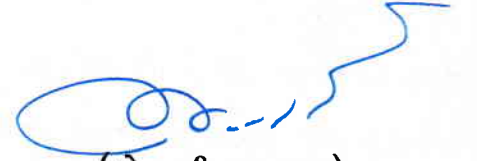
- વાદીની રજૂઆત, પ્રતિવાદીની રજૂઆત તેમજ ફોરમ સમક્ષ રજૂ થયેલ દસ્તાવેજી પુરાવા અને ઉપરના તારણો પરથી તારણ નં " ૩.૪, ૩.૫, અને ૩.૬ " મુજબ હુકમ કરવામાં આવે છે.
- સદર હુકમ સામે વાદીશ્રીને વાંધો કે તકરાર હોય તો આ હુકમ મળ્યે દિવસ-૩૦ માં વિદ્યુત લોકપાલશ્રીની કચેરી, જીલ્લા સેવા સદન-૩, ત્રીજો માળ, બ્લોક નં-૧, સરકારી પ્રેસ રોડ, રાજકોટ-૩૬૦ ૦૦૧ સમક્ષ અપીલ કરી શકે છે.



(શ્રીમતી જે.એમ.મહેતા)  
સ્વતંત્ર સભ્યશ્રી



(એન.આઈ.ઉપાધ્યાય)  
ટેકનીકલ સભ્યશ્રી



(એન.સી.મકવાણા)

અધ્યક્ષશ્રી,  
ગ્રાહક ફરિયાદ નિવારણ ફોરમ  
પ.ગુ.વિ.કું.લી.:ભાવનગર.

તારીખ :- ૧૫/૦૩/૨૦૨૩.

