



Consumer's Grievances Redressal Forum

PASCHIM GUJARAT VIJ COMPANY LIMITED,

CORPORATE OFFICE LAXMINAGAR, NANAVATI ROAD – RAJKOT 360004

Tel. No. (0281) 2380425 / 2380427

Fax (0281) 2380428 E-mail: forum.pgvl@gebmail.com

No. PGVCL/CGRF/ 6/Q3/22-23/7969-2

Date: 29-11-2022

By R.P.A.D.

To,
Simpolo Vitrified Pvt. Ltd.,
Old Ghuntu Road, National Highway-8A
Village : Ghuntu,
Ta. Morbi, Dis. Morbi
Pincode-363642
Mob:02822-242122/241622/243622

Sub: Not granted WTG generated unit in our connection and merged entity of M/s. Simpolo Vitrified Pvt. Ltd.

Ref: Applicant representation letter no. Nil, Dtd:11-10-2022

With reference to your application registered with CGRF, the certified copy of the order passed by the Forum is attached herewith.

This is for your kind information please.

Yours Sincerely,


Convener

Copy f.w.c.s. to:

- SE, PGVCL, Circle Office, Morbi.
- EE, PGVCL, Division Office, Morbi – 1

... The Certified copy of the order passed by the Forum is attached herewith.

As per GERC (Consumer Grievances Redressal Forum & Ombudsman) Regulation 2019, Notification No.:2 of 2019:

Clause No.2.53: The Licensee shall comply with the order within the time limit specified by the Forum. ...

Clause No.2.54: The officer concerned of the Licensee shall furnish a compliance report on the order of the Forum within 7 days from the date of compliance, to the Forum and to the Complainant. . .

Clause No.2.55: Non implementation of Forum's order by the Licensee shall be deemed to be a violation of the Regulations & shall be liable for appropriate remedial action.

Consumer's Grievances Redressal Forum – Rajkot

PASCHIM GUJARAT VIJ COMPANY LIMITED

CORPORATE OFFICE LAXMINAGAR, NANA MAVVA ROAD – RAJKOT 360004

Tel. No. (0281) 2380425 / 2380427

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E-mail: forum.pgvcl@gmail.com

CIN:U40102GJ2003SGC042908

No.PGVCL/CGRF/6/Q-3/22-23/ 7969-2

Dt. 29-11-22

As per the Provisions of Section No. 42(5) of Electricity Act – 2003, Gujarat Electricity Regulatory Commission has notified regulation No. 2 of 2011 then 02 of 2019 enacted for "Establishment of forum and ombudsman for redressal of grievances of consumers regulations". Accordingly, grievance registered by Consumer's Grievances Redressal Forum – Rajkot under Paschim Gujarat Vij Company Limited.

Case No.PG-6/Q-3/22-23

Appellant : Simpolo Vitrified Pvt. Ltd.
Address : Village: Ghuntu, Morbi
Represented by : Shri Vikrambhai Shah

:: V/S ::

Respondent : Executive Engineer, PGVCL, Division Office, Morbi.
Represented by : Shri. J.D.Solani, Deputy Engineer, Division Office, Morbi with Shri B.H.Nandaniya, Superintendent of Accounts, Division Office, Morbi

:: CORAM:

Chairperson : Shri N.C.Makwana
Technical Member : Shri N.G.Karia
Independent Member : Smt. Nitinaben H. Joshi



Date of Hearing : 11-11-2022 -Friday
Place : Conference Hall, PGVCL, Rural Circle Office, Rajkot

::Proceedings::

1.0 The present petition is filed by the appellant in the forum and grievance of the Complainant was registered by CGRF – Rajkot vide Case No. 06-Q3-22-23 on Dtd.15.10.2022. The hearing of this case kept on dt.11.11.2022.

:: Representation of Applicant::

- 2.0 Applicant having EHT consumer M/s Simpolo Vitrified Pvt. Ltd. under PGVCL Morbi division bearing connection No. 26519 with contract demand of 8000 KVA under HTP 1 tariff at Old Ghuntu Road, Village: Ghuntu, Tal.: Morbi, Dist.: Morbi. Gujarat.
- 2.1 Applicant's sister company M/s Sims Ceramics Private Limited Connection No. 32333 with CD 4000 KVA is merged on 11.01.2021 and they owned 1 (one) wind turbine generator of 2.1 MW capacity at Banugar wind farm.
- 2.2 As per the respondent letter Dtd:16.04.2021 informed to applicant that M/s Sims Ceramics Private Limited merged into M/s Simpolo Vitrified Pvt. Ltd, due to that credit of units generated by WTG for the month of January 2021 and February 2021 is not granted as a setoff unit in regular bills of neither M/s Sims Ceramics nor M/s Simpolo vitrified private Limited by respondent but those units are considered as Surplus power. After that raised

- the invoice by M/s Sims Ceramics Private Limited for energy generated by WTG during Jan-21 & Feb-21 to respondent PGVCL @ Rs.3.22 and respondent made payment accordingly.
- 2.3 M/s Simpolo vitrified private Limited has approached to PGVCL to change name from M/s Sims Ceramics Pvt. Ltd. M/s Simpolo vitrified private Limited for wheeling of energy generated of WTG. Accordingly respondent has executed / amended the agreement on Dtd:02-02-2021 and copy of the same as forwarded vide letter no. 6814 on Dtd:11.2.2021
- 2.4 Applicant M/s Simpolo vitrified private Limited has submitted request letter to respondent on 21.01.2022 and 09.02.2022 regarding refund of demand charge and credit of wind generation in the energy bill for the month of January-2021 in connection number 32333, M/s Sims Ceramic Private Limited. Respondent has replied on 21.01.2022 but said letter is not received by appellant.
- 2.5 Respondent has not granted wind generation units in January-2021 and February-2021 as setoff energy but it is considered as surplus unit sale to board after deducting wheeling losses and banking charges due to that applicant has submitted the grievances with following appeal of ground.

- 1) The connection No. 32333 M/s Sims Ceramics private Limited had opted for renewable energy and erected a WTG of 2.1 MW capacity at Banugar wind farm and unit generated are credited in the regular energy bill after deducting wheeling losses and banking charge as per GERC order 2 of 2016 for wind energy.
- 2) The connection No. 32333 M/s Sims Ceramics Private Limited was merged with connection No. 26519 M/s Simpolo Vitrified Private Limited with effect from 11.1.2021.
- 3) The wheeling agreement was amended on 11.2.2021 and new receipt unit name is amended to M/s Simpolo Vitrified Private Limited with effect from the amendment date.
- 4) The SLDC report for wind generation units is uploaded on its website after 15th of next month. Though the credit of wind generation is calculated against the consumption in the same month of Generation, but the amount is debited in the bill of next month. For example, the credit of Generated units for the month of December 2020 is granted against consumption in December 2020, but the refund amount is debited in the bill of January 2021.
- 5) Thus the credit of December 2020 is granted in bill of January 2021 in case of M/s Sims Ceramics Private Limited.
- 6) As the connection No. 32333 is merged with connection No. 26519, the energy bill for the month of February for connection No. 32333 M/s Sims Ceramics P. Ltd. was not issued.

As per present practice the units generated during January 2021 is to be adjusted against the unit consumed during January 2021 only but, the refund is to be debited in the bill of February 2021.

The bill for the month of February 2021 is not issued to Connection No. 32333 M/s Sims Ceramics Private Limited due to merger with connection No. 26519 in January 2021.

The respondent company has considered this generated unit as surplus units after setoff. There is no setoff is granted against consumption of January 2021 in connection No. 32333 and the total generated units are considered as a sale to the respondent and given credit accordingly.

- 7) As per GERC tariff order 2 of 2016 for Wind power section 4.5 regarding Banking of Surplus Wind Energy, the Hon'ble Commission ruled that 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 during one billing cycle 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. As a promotional measure, the captive WEGs not registered under REC are eligible for one month banking for the electricity generated during the same calendar month. The Commission decides to continue the present practice of settlement on the basis of peak and normal hours as specified in Commission's order. However, they are eligible to utilize the same during the billing cycle (1 month) in the proportion to the energy generated during peak and normal hour period. The Commission decides that the banking facility shall not be available for third-party sale of wind energy and set off will be done in the 15 minute time block with open access consumer's consumption. Considering the fact that the intra-State ABT and DSM mechanism has been adopted in the State, banking of energy for limited period also have financial impact on utility. Therefore, the Commission decides to levy banking charges in kind. Banking charges shall be adjusted in kind at 2% of energy banked. (Emphasis Provided)

- 8) As per above regulation, the wind power generated during the month of January 2021 must be given setoff against the consumed units of January 2021. The total units used in connection No. 32333 M/s Sims Ceramics during the month of January 2021 is 421050 units till the connection is merged with M/s Simpolo Vitrified Pvt. Ltd. on 11.1.2021. The bill for the consumed units is also issued to M/s Sims Ceramics Pvt. Ltd.
- 9) The total generation of WTG for January 2021 was 262140 units and available units for setoff after deducting wheeling loss and banking charge was 231207 units. The net consumed units from respondent PGVCL was (421050-231207) 189843 units only.
- 10) As per above facts, the units are generated in January 2021 and as the consumer was regular entity till 11.1.2021 (till the date of merger), the agreement between M/s Sims Ceramics private Limited and respondent PGVCL was in existence. The generated unit which is available for banking of one month must be credited against consumption of the same month. Only due to accounting practice of debit refund amount in next month, the credit of generation cannot be denied to the consumer.
- 11) The same is the case after the wheeling agreement is amended on 11.2.2021 and recipient unit name is amended to M/s Simpolo Vitrified Private Limited. In the amendment agreement the clause No. 2, it is said that the effective date of agreement will be 1st of next month.

The reason behind this note is not explained. The original entity is merged with the existing entity on 11.1.2021 by respondent PGVCL only. After that logically, all the dues, liabilities and credit of the merged entity should be transferred to the new entity.

The amendment has taken one month to execute and we were compelled to sign the amendment without any change. The respondent had failed to explain which regulation or tariff order leads to include such clause where power generated for one month is not credited to the owner of WTG.

- 12) The total consumption of M/s Simpolo vitrified on the month of February 2021 was 27,91,680 units while generated unit for the month of February 2021 was 194879 and after wheeling losses 171883 units are available for setoff. The respondent had not granted credit and considers all units as surplus unit after setoff which is against the GERC tariff order 2 of 2016.
- 13) The setoff is granted after deducting wheeling loss and banking charge to M/s Sims Ceramics Private Limited for the month of January 2021 and February 2021. In both the cases, there is no actual setoff to the consumer. So the generated power is directly



poured in to the grid at metering point. When the power is not used at all, the losses and banking charge is not applicable to generated units.

The available power for sale to PGVCL should be SLDC certified units without deducting any wheeling loss or banking charge.

2.6 Applicant has requested to Forum as under.

- (a) The Hon'ble CGRF is requested to direct respondent PGVCL to give credit of units generated by WTG during the month of January 2021 against the consumption of January 2021 in connection No. 32333 M/s Sims Ceramics Private Limited.
- (b) The Hon'ble forum is requested to review the amendment agreement and direct the respondent to remove clause 2 of the same which is not supported by any law, regulation or order.
- (c) The Hon'ble is request to issue above mentioned direction to the respondent to grant credit of the generated unit for the month of February 2021 to M/s Simpolo Vitrified Private Limited as the wheeling agreement is amended after merging of connections.
- (d) The Hon'ble Forum is also requested to direct respondent to issue revised bills for the month of January 2021 and February 2021 considering prayer (a) and (c) for respective entities and to refund the difference in next bill.
- (e) The Hon'ble forum is prayed for issuing direction to the respondent distribution licensee PGVCL that the surplus power for sale to PGVCL is not used by the captive consumer so the same should be purchased by the respondent without deducting wheeling loss and banking charges. Accordingly, the surplus power unit calculation for sale to respondent PGVCL for the month of January 2021 and February 2021 should be revised and credit should be granted accordingly.
- (f) Any relief the Hon'ble Forum consider deemed fit to be granted.

:: Representation of Respondent ::

- 3.0 As per the appellant complaint registered with CGRF, respondent has submitted replied as under.
- 3.1 M/S Sims Ceramic Pvt. Ltd used captive power with its own wind turbine situated in survey no. 141/pl, village - Chavda, District :-Jamnagar.
- 3.2 As per the approval of concerned authority, M/s Sims Ceramic Pvt. Ltd. is merged into M/s Simpolo Vitrified Pvt. Ltd.
- 3.3 After merging of both connection, M/S Simpolo Vitrified Pvt. Ltd. applied for name change of above said WTG (NO SEL/2100/ 16-17/4456) at GEDA & same was approved vide GEDA/PNF/Sims-Simpolo/Merged/2020-21/9745 Date:14/12/2022. After that, M/S Simpolo Vitrified Pvt. Ltd approached PGVCL on Dt:28/01/2021 for name change of that WTG (NO SEL/2100/ 16-17/4456) machine in name from M/S Sims Ceramic Pvt. Ltd. to M/S Simpolo Vitrified Pvt. Ltd.
- 3.4 Thereafter, wheeling agreement for WTG No.EL/2100/16-17/4456 was executed on Dtd:02-02-2021. As per the agreement conditions, it is clearly mentioned that, "The agreement shall be made effective from the first (1st) date of ensuing month after signing this agreement".



Respondent have release surplus certificate for the units generated for month of Jan-21 & Feb-21 in respect M/S Sims Ceramic Pvt. Ltd. Also it is clear that as per amendment in agreement there is no scope to give credit unit set off in respect to M/S Simpolo Ceramic P.L. for WTG generation.

:: ORDER ::

- 4.0 We have considered the contentions of the appellant & respondent also facts, statistics & relevant papers which are on record and considering them in details, our findings are as under:

- 4.1 Appellant M/s. Simpulo Vitrified Pvt. Ltd. having EHT connection no. 26519 with contract demand 8000 KVA at old Ghuntu Road, Village : Ghuntu at Morbi.
- 4.2 As per the representation of applicant, their sister company of M/s Sims Ceramic Pvt. Ltd. HT Connection No. 32333 having contract demand of 4000 KVA which was merged into M/s. Simpulo Vitrified Pvt. Ltd. on 11.01.2021.

Wind turbine generator of M/s. Sims Ceramic Pvt. Ltd having capacity of 2.1 MW, Make Suzlon was commissioned on Dtd:31-03-2017 was installed at survey no. 141 / P1, chavda Ta. and District Jamnagar on Govt. leased land for the purpose of wheeling of electricity generated of M/s. Sims Ceramic Pvt. Ltd.

Due to merger of M/s Sims Ceramic Pvt. Ltd. into M/s. Simpulo Vitrified Pvt. Ltd. As per the applicant request letter to GEDA, it was informed to M/s. Simpulo Vitrified Pvt. Ltd. vide letter no. GEDA/PWF/Sims-Simpulo/Merger/2020-21/9745 Dated: 14-12-2020 for change of name of company from M/s. Sims Ceramics Pvt. Ltd. to M/s. Simpulo Vitrified Pvt. Ltd. for the purpose of wheeling of power with following conditions.

- You will require to submit the **fresh agreement for wheeling of power** executed with GETCO and Discoms, as per the terms and conditions those may be specified by them.
All other terms and conditions will remain same as per our transfer permission letter number GEDA/PWF\SGWPL-SIMS/BANUGAR/16-17/13932 dated 21/03/2017 issued to M/S Sims Ceramic Pvt. Ltd.
- **Upon receipt** of the above, the share of electricity generation for above 2.10MW Capacity wind farm shall be **sent to SLDC in your name for the month next to the date of signing agreement for wheel of power.**



- 4.3 Thereafter, applicant was submitted letter to Gujarat Energy Transmission Corporation Limited Vadodara (GETCO) on 15-12-2020. In reference to that GETCO has issued a letter to applicant on 28-01-2021, accordingly it was informed that as per the amendment in The Wind Generation Transmission Agreement for captive use has been signed only for change in company's name from M/s. Sims Ceramics Pvt. Ltd. to M/s. Simpulo Vitrified Pvt. Ltd. due to Merger of Connection.
- 4.4 Due to change in name of company from M/s. Sims Ceramics Pvt. Ltd. to M/s. Simpulo Vitrified Pvt. Ltd, Applicant was requested to PGVCL for amendment of wheeling agreement which was executed earlier on 28.03.2017, for wheeling of energy generated from Wind farm. As per the request of applicant it is amended the wheeling agreement mutually on 02.02.2021.
- 4.5 Respondent has submitted following facts as under.
- I. As per the wind policy-2016, Wind Turbine Generator owner M/s Sims Ceramics Pvt. Ltd., capacity-2.1MW, Make-Suzlon was agreement executed on 27.03.2017 for Wheeling of energy. In which agreement mentioned as receipt unit name in case of wheeling of energy is M/s Sims Ceramic Pvt. Ltd., Cons No.32333, Share 100 %, CD:4000 KVA, Supply Voltage :11 KV.
 - II. Both connection (M/s Sims Ceramics Pvt. Ltd. Connection No.– 32333 & M/s. Simpulo Vitrified Pvt. Ltd. Connection No.– 26519) merged and EHT Connection of 8000 KVA in the name of M/s. Simpulo Vitrified Pvt. Ltd. by PGVCL on 11.01.2021
 - III. M/s Sims Ceramics Pvt. Ltd. has applied for WTG ownership name change to M/s. Simpulo Vitrified Pvt. Ltd. respectively to (a)GEDA on 05.10.2020, (b)GETCO 15.12.2020 and approached to (c)PGVCL on 28.01.2021. Accordingly wheeling agreement was amended on 28.01.2021 by GETCO, and dtd. 02.02.2021 amended by PGVCL in which mentioned

that receipt unit in case of wheeling name is M/s Simpolo Vitrified Pvt. Ltd., Consumer No.26519, Contract Demand 8000 KVA, Supply voltage 66 KV share 100%.

IV. As per the respondent vide letter no. 1722 Dtd: 17.02.2022 addressed to M/s. Simpolo Vitrified Pvt. Ltd. in which mentioned that HT connection of M/s Sims Ceramics Pvt. Ltd. merged to M/s. Simpolo Vitrified Pvt. Ltd. on 11.01.2021 after that WTG wheeling agreement amended for ownership to M/s. Simpolo Vitrified Pvt. Ltd. on 02.02.2021. Considering the sequence event of merging of connection and change of ownership of WTG, respondent has released surplus certificate for wind unit generated by WTG for the Month of January-2021 and February-2021 in respect of M/s Sims Ceramics Pvt. Ltd.

4.6 As per the record submitted by respondent billing details are as under.

(a) As per the complainant of appellant, grievance is set off unit of the month of Jan-21 and Feb-21 for unit generated by WTGs of M/s. Sims Ceramic Pvt. Ltd. Con. No-32333. As per SLDC certificate for share of electricity generated by the wind farm at 66KV Banugar (Suzlon) for the month of Dec-2020, Jan-2021 and Feb-2021 active energy and reactive energy are mentioned as under:

(Table-1).

Certificate Issued date	Period	Name of Wind farm Owner	Installed Capacity (MW)	WTG Unit Generation	
			Unit	Share in Active Energy(Mwh)	Share in Reactive Energy(Mvarh)
16.01.21	(Dec-20)01.12.20 to 31.12.20	Sims Ceramic Pvt. Ltd-Morbi	2.100	314.153	9.442
15.02.21	(Jan-21)01.01.21 to 31.01.21	Sims Ceramic Pvt. Ltd-Morbi	2.100	262.140	6.480
16.03.21	(Feb-21)01.02.21 to 28.02.21	M/s. Simpolo Vitrified Pvt. Ltd	2.100	194.879	2.414



(b) Respondent has submitted the details of bill issued during the month of Nov-20 to Mar-21 are as under:

(Table-2)

Sims Ceramic Pvt. Ltd. Con. No-32333										
Billing Month	Consumption in Kwh	WTG Unit Generation		Less Unit (Wheeling + Banking)	Net WTG Unit	Set off		Surplus Unit		Total WTG credited Amt received
1	2	3	4	5=3-4	6	7	8			8
	Unit	Month	Unit	Unit	Unit	Unit	Rs.	Unit	Rs.	Rs.
Nov-20	1237550	Nov-20	269151	31760	237391	237391	1681205	0		1681205.4
Dec-20	1184900	Dec-20	314153	37070	277083	277083	1959448	0		1959448.3
Jan-21	421050	Jan-21	262140	30933	231207	0	0	231207		0
Feb-21	0	Feb-21	194879	22996	171883	0	0	171883		0

(Table-3)

Simpolo Vitrified Pvt. Ltd. Con. No-26519										
Billing Month	Consumption in Kwh	WTG Unit Generation		Less Unit (Wheeling + Banking)	Net WTG Unit	Set off		Surplus Unit		Total WTG credited Amt received
1	2	3	4	5=3-4	6	7	8			8
	Unit	Month	Unit	Unit	Unit	Rs.	Unit	Unit	Rs.	Rs.
Nov-20	918000	Nov-20	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
Dec-20	1591550	Dec-20	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
Jan-21	2714520	Jan-21	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
Feb-21	2791680	Feb-21	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00

- 4.7 As per the Gujarat Wind Policy -2016, and order issued by Hon. GERC vide Order No. 2 of 2016, the project developers will have to install Remote Terminal Unit (RTU) for transferring the real time data to SLDC for its monitoring purpose. The electricity generated from the wind power generator shall be metered and readings shall be taken jointly by the wind power project developer with the Gujarat Energy Development Agency (GEDA), Gujarat Energy Transmission Company Ltd. (GETCO) or Distribution Company at the metering point.

As per the wind power Policy-2016 for wheeling of power, agreement executed between PGVCL & M/s. Sims Ceramic Pvt. Ltd. on Dtd:27.03.2017 in which following details are mentioned

In Page no. 02:

“.....The company hereby opts to wheel the energy generated at the wind farm to its on manufacturing units consumer no. 32333 share 100% located at Ghuntu, lakhdhipur Road – 363642, Ghuntu.....”

In Page no. 04 & 5, clause no.3.2

- (a) The company will compensate GETCO/DISCOM for wheeling of power to the consumption site at 66 KV Voltage level and above as follows:

The wheeling of electricity generated from the Wind Turbine Generators (WTGs), to the desired location(s) within the State, shall be allowed on payment of transmission charges and transmission losses applicable to normal Open Access Consumer.

- (b) The company will compensate GETCO/DISCOM for wheeling of power to the consumption site at below 66 KV Voltage level and above as follows:

- (i) The wheeling of electricity generated from WTGs to the desired location(s) within the state, shall be allowed on payment of transmission charges and transmission losses, otherwise applicable to normal open access consumer and 50% of wheeling charges and 50% of distribution losses of the energy fed into the grid as applicable to normal open access consumers.
- (ii) The Wheeling of electricity generated by smaller investor, having only one WTG in the State, to the desired location(s), shall be allowed on payment of transmission charges otherwise applicable to normal open access consumer, and transmission and wheeling losses @ 10% of the energy fed to the grid.

The above losses are to be shared between the transmission and distribution licensee in the ratio of 4:6.

In Page no. 05 clause no.3.3 is mentioned as under:

In case the company is eligible for setoff wind generation against consumption in billing cycle banking charges shall be adjusted in kind at 2% of energy banked.

In Page no. 05 clause no.3.4 – Wheeling of Energy and Energy Accounting is mentioned as under:

“The company will be eligible to wheel the energy with DISCOM for the respective month from the date of signing of this agreement and injection into the GETCO Grid System as per



this agreement and the agreement with GETCO. GETCO shall transmit the energy to the boundary of DISCOM. The Energy accounting will be as under.

(a) In case the consumer does not take renewable attribute of wind energy and pass on same to DISCOM the energy wheeled (Net of Wheeling / Transmission Loss / Banking Charges in kind) shall be set off against the consumption during billing cycle of the companies recipient unit located in the DISCOM as per clause no. 7 of this agreement..."

- 4.8 As per the request of appellant and letter from GEDA vide no. GEDA/PNF/Sims-Simpolo /Merged/2020-21/9745 Date: 14/12/2022 "Wheeling Agreement" on dtd.27.03.2017 is amended by Respondent in the name of M/s. Simpolo Vitrified Pvt. Ltd on 02.02.2021, accordingly it is mentioned in page No.02 @ Sr. No. 2 "The agreement shall be made effective from the First (1st) date of ensuring month after signing this agreement."
- 4.9 As per the applicant request to Forum as per above Para no. 2.6 to give credit by considering setoff unit instead of surplus unit during the Month of January-2021 and Feb-21 in response to that submission of respondent, it is observed following events were occurred as under.
- (1) M/s. Sims Ceramic Pvt. Ltd. has installed WTG of 2.10 MW was at Vill: Chavda agreement executed by PGVCL on 27.03.2017.
 - (2) HT connection of M/s. Sims Ceramic Pvt. Ltd. – Cons. No. 32333, CD-4000 KVA and M/s. Simpolo Vitrified Pvt. Ltd. - Cons. No. 26519, CD-4000 KVA are merged as per the applicant request and released EHT Conn. by PGVCL with Name of M/s. Simpolo Vitrified Pvt. Ltd. having CD-8000 Kva on 11.01.2021.
 - (3) Due to merge of above connection, ABT meter Sr. No.GJ1672B, Make-Secure of M/s. Sims Ceramic Pvt. Ltd. – Cons. No. 32333 was removed on 12.01.2021 and tested at Meter testing laboratory in the presence of consumer representative on-20.02.2021, accordingly lab report last reading noted is 31584.08 KWH (IMP).
 - (4) Due to name changed from M/s. Sims Ceramic Pvt. Ltd. to M/s. Simpolo Vitrified Pvt. Ltd. M/s. Sims Ceramic Pvt. Ltd. have signed the wheeling agreement on Dtd:27.03.2017 with regard to wheeling and surplus sale of energy to unit located in the area of PGVCL which agreement amended in the name of M/s Simpolo Vitrified Pvt. Ltd. with GETCO as per their letter Dtd:28.01.2021 and with PGVCL on 02.02.2021.
 - (5) As per the respondent representation that M/s Sims Ceramics Pvt. Ltd. Cons. No. 32333 was existence upto 11.01.2021 and wheeling agreement was amended in the name of M/s. Simpolo Vitrified Pvt. Ltd. with PGVCL on 02.02.2021.
 - (6) As per the amendment of wheeling agreement on 02.02.2021 and it's clause @ serial no. 2 Page No:02, effective agreement from 1st date of ensuring month after signing this agreement i.e. effective date from 01.03.2021 to be considered.



Considering above facts, ownership of wind turbine of M/s Sims Ceramic Pvt. Ltd. was existence upto 28.02.2021 and effective date for wheeling of energy in the name of M/s Simpolo Vitrified Pvt. Ltd. from 01.03.2021. Hence, PGVCL has considered wheeling energy generated by WTG of M/s Sims Ceramics Pvt. Ltd. As per SLDC Certificate for the Month of January-2021, i.e. 01.01.2021 to 31.01.2021 is 262140 KWh and Feb-21 i.e. 01-02-2021 to 28-02-2021 is 194897 KWh considered as a surplus unit. These surplus energy invoices raised by M/s Sims Ceramic Pvt. Ltd. on 10.05.2021.

(7) PGVCL has issued electricity bill for the month of January-2021 on **Dtd: 05.02.2021** in the name of Sims Ceramic Pvt. Ltd. Cons. No. 32333 for the consumption of **421050 KWh** {31584.08-31499.87=84.21*5000(MF)}, in which bill PGVCL has given adjustment credit amount was considered WTG generated unit during the period 01.12.2020 to 31.12.2020 of Rs.1952799=52.

4.10 As per the above para no. 4.9, it is clarified that HT consumer of M/s Sims Ceramic Pvt. Ltd. was in existence upto 11.01.2021 in the record of respondent and wheeling agreement executed between M/s Sims Ceramic Pvt. Ltd. and PGVCL on 27.03.2017 which was amended in the name of M/s Simpulo Vitrified Pvt. Ltd. - consumer No. 26519 and PGVCL on 02.02.2021 accordingly effective date is 01.03.2021. Therefore appellant request as per above para no. 2.6 for deciding the effect for giving setoff unit is not considered by Forum at this stage because in this matter GEDA, SLDC, GETCO and DISCOM are involved therein.



N. H. Joshi

(N. H. Joshi)
Independent Member

N. G. Kariya

(N.G. Kariya)
Technical Member

N. C. Makwana

(N. C. Makwana)
Chairperson