

**GUJARAT ELECTRICITY REGULATORY COMMISSION  
BEFORE THE ELECTRICITY OMBUDSMAN, GUJARAT STATE  
Polytechnic Compound, Barrack No.3, Ambawadi,  
Ahmedabad-380015**

**CASE NO.34/2019**

**Appellant:** Shri Ashwinkumar R.Shah  
408, Nishal Shopping Centre  
Nr. Galaxy Circle, Post: Pal. Surat-394510

**Represented by:** Shri Kirtikumar N. Shah, Authorized representative  
Shri Darshil H. Vora, Authorized representative

**V/s.**

**Respondent:** Manager  
Torrent Power Limited  
Torrent House, Station Road, Surat-395003

**Represented by:** Mr. Randall Williams, A.M.(Legal), TPL, Ahmedabad

**::: PROCEEDINGS :::**

- 1.0.** The Appellant had submitted representation aggrieving with the order No.117 dated 03.04.2019 passed by the Consumer Grievances Redressal Forum, Torrent Power Limited, Surat, in case No.20/2018-19. The representation was registered at this office as Case No.34/2019. The hearing of this case was kept on 28.05.2019.
- 2.0.** Appellant has represented the case as under.
  - 2.1.** Appellant is having Consumer No.500195084 of Respondent. Appellant has installed 5KW Rooftop Solar System in the year 2017-18, which was commissioned on 08.09.2017 as per the Gujarat Solar Power policy, 2015 and GERC (Net metering Rooftop Solar PV Grid Interactive Systems) Regulations, 2016.
  - 2.2.** Respondent has to purchase surplus power after giving set off against consumption during billing period, at the Average Pooled Power Purchase Cost (APPC) rate as determined by the Commission for the year. In this regard Appellant had submitted application to Respondent vide letter dated 22.03.2018 and 18.10.2018.

- 2.3. Respondent had replied on 18.04.2018, which was not acceptable by Appellant and therefore Appellant had approached Forum. The grievance was heard by Forum and issued order which does not justify prays of Appellant.
- 2.4. Appellant has submitted brief history of the grievance as under.
- (1) As per regulation surplus energy purchased by Respondent at the rate of APPC for the year of commissioning fix for 25 years. In absence of APPC of the previous year i.e. 2016-17, Respondent purchased the energy at a provisional rate of APPC at the rate of Rs. 3.22 per KWh for surplus energy of rooftop solar generation.
  - (2) As per the said regulation under para (ii) of sub-section (A) of Section-7 under the Head "*Commercial Settlement as per Draft agreement provided under GERC (Net Metering Rooftop Solar PV Grid Interactive Systems) Regulations,2016. Under Notification No.5/2016 dated 18.06.2016, "In case of Net export of energy by the consumer to distribution grid during billing cycle, Distribution Licensee shall purchase surplus power, after giving set off against consumption during the billing period, at the Average Pooled Power Purchase Cost (APPC) as determined by the Commission for the year in which the Rooftop Solar PV System is commissioned over the life of the system i.e. 25 years. Such surplus purchase shall be utilized for meeting RPO of Distribution Licensee. However, fixed/demand charges, other charges, penalty etc., shall be payable as applicable to other consumers."*
  - (3) Under said Regulation APPC is defined as "Average Power Purchase Cost", means the Weighted Average Pooled Price at which the distribution licensee has purchased the electricity including cost of self-generation, if any, in the previous year from all the energy suppliers on long-term, medium term and short term basis, but excluding energy purchased from renewable energy sources.

- (4) As per above, Respondent has to submit its detailed calculation to determine APPC rate to Hon'ble Commission, which is applicable to the payment of surplus energy from the rooftop solar projects.

2.5. Payment against credit of surplus energy from Rooftop Solar generation at every billing cycle.

- (1) Appellant has installed 5KW Rooftop Solar System as per Gujarat Solar Power Policy,2015, and net metering regulation.
- (2) As per below mentioned table, there are credit units and therefore credit amount in Appellant's energy bills issued by Respondent.

Month	Unit Credit(KWh)	Cumulative Amount credit in INR
Dec.,2017	332	812
Jan.,2018	399	1560
Feb.,2018	381	2702
April,2018	122	3988
May,2018	90	4623
June,2018	37	4668
Sept.,2018	151	5875

As per the said Regulation, DISCOM has to settle the account of Appellant at every billing cycle.

- (3) Appellant has referred Clause-9 of the said Regulation under heading "Energy Accounting and Settlement."

"9.1: For each billing period, the Licensee shall show the quantum of electricity injected by Eligible Consumer/Solar PV system in the grid, electricity supplied by the distribution licensee, net billed electricity for payment by the consumer and net exported energy after adjustment against the consumption separately."

"9.2(1): For Residential and Govt. consumers: In the event the electricity supplied by the distribution licensee during any billing period exceeds the electricity generated by the eligible consumer's Rooftop Solar PV System, the distribution licensee shall raise invoice for the net electricity consumption at the consumer's prevailing tariff;

In the event the electricity injected exceeds the electricity consumed during the billing period, such excess injected electricity shall be purchased by the concerned distribution Licensee at the APPC rate determined by the Commission for the year in which the Rooftop Solar PV System is commissioned for whole life of the Rooftop Solar PV System, e.g. for the Rooftop Solar PV System commissioned during 2016-17, the APPC rate determined by the Commission for Financial Year 2015-16 shall be applicable.

Banking of energy shall be allowed within one billing cycle of the consumer.

The distribution Licensee in addition to consumer tariff shall be eligible to raise invoice for any other charges as allowed by the GERC from time to time.

- (4) From above it is clear that Respondent must settle (receive or pay the amount) the account with billing cycle. It is against the said Regulation to carry forward the credit beyond the billing cycle.

2.6. Appellant has submitted rejoinder on the date of hearing on 28.05.2019 and reiterated certain points which are covered in Para No.2.1 to 2.5 mentioned above. Appellant has raised core issue as under:

- (1) Applicability of the provision laid down in the net metering agreement executed between Distribution Licensee and rooftop solar owner.
- (2) Determination of APPC rate.
- (3) Payment against credit of surplus energy from Rooftop solar generation at every billing cycle.

2.7. GERC had issued Regulations for the grid connected Solar Rooftop Photovoltaic System, In exercise of powers conferred under Sections 61, 66, 86(1)(e) and 181 of the Electricity Act,2003 (Act 36 of 2003) and all other powers enabling it in this behalf.

This Regulation dated 18.06.2016 was the culmination of an elaborate consultative process by the State Commission after considering the suggestions received from various stake holders, as provided under Section 86(1)(e) of the Act, the State Commission had adopted an approach of providing a APPC rate for the purchase of surplus energy from the rooftop solar projects(renewable energy sources).

Along with this Regulation Commission had provided the draft copy of Inter Connection Agreement required to execute between Distribution Licensees and solar roof top PV project owner (called as agreement or net metering agreement).

- 2.8. Matter of APPC is sub judice as submitted by Respondent. It is stated that Judgement in the order of this Commission dated 01.07.2015 in the matter of Renew Wind Energy (Rajkot) Pvt. Limited and others V/s GUVNL along with its subsidiaries passed in Petition No.1363 of 2013, the issue of generators seeking for directions of the Commission to the Respondent to comply with the provisions of the Central Electricity Regulatory Commission (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations,2010 dated 14.01.2010 and the GERC (Procurement of Energy from Renewable Sources) Regulations,2010 dated 17.04.2010. In the said judgement and order, Hon'ble Commission has, inter alia, held as under:

**Para 7.11.** The Respondent contended that the agreement was signed between the parties is a mutual bilateral arrangement and accordingly the petitioner agreed to supply the electricity at the rate of Rs.2.64 paisa, which is the APPC price of FY 2010-11 of the Respondent companies for a period of 25 years. The said contention of the Respondent is not permissible because if any clause in the contract is contrary to the statutory provisions, it is illegal and invalid. Therefore, if the tariff stated in the PPA is against the tariff determined by the Commission under the statutory provisions of the Act, any deviation from it by the parties in the contract is illegal and invalid as

it is against the statutory provisions. We also note that the petitioner had objected to retain the above clause in the PPA. However, the same was not agreed by the Respondent, leading to a situation that the petitioner plant was ready for commissioning but unable to earn the revenue and receive the REC for such energy. Any delay in receiving the above price in form of energy supplied and sale of REC affect the viability of the project in terms of repayment of loan, and cash flow aspect. Therefore, due to unequal bargaining power of the petitioner in comparison to the Respondent the Petitioner was compelled to accept the illegal demand of the petitioner and commission the plant. Hence, we decide the clause pertaining to procurement of energy by the Respondent at fixed APPC rate for 25 years is void.

**Para 7.17:** The petitioner has contended that he was forced to agree to this condition due to unequal bargaining power viz-a-viz the Respondent. It has relied on the judgement of Hon'ble APTEL in 2010 ELR (APTEL) 1059, wherein it has been decided that "It is settled law that the method of determination of Tariff is provided under the Electricity Act,2003 and Regulations will prevail over any Clause of agreement between the parties...."

**Para 7.20:** We further note that in the present case, Article 5.2(b) which is incorporated in PPA was neither approved by the Commission nor in any draft model PPA.

The said article also leads to the uncertainty about the revenue earned by the project developer in comparison to the revenue envisaged by the petitioner during the life of the project after 10 years and it affects the total revenue envisaged by the project developer. Moreover, no party to an agreement can exercise an option that unilaterally puts the other party in a disadvantageous position.

We direct the parties to amend the Article 5.2(b) of the PPA as per the aforesaid decision of the Commission.

**Para 7.30:** Before the parting with the judgment/order, we observe that in the present case, the Wind Energy Association is a co-petitioner and have prayed for similar reliefs for all the similarly

placed the Wind Power Generators. The aforesaid prayers are generic in nature. We, therefore, decide that the decision pronounced in the present petition shall be applicable to all similarly placed wind generators.

Aggrieved with the order of Commission, Gujarat Urja Vika Nigam Limited and others versus RENEW WIND ENERGY (RAJKOT) PRIVATE LIMITED & others have filed the Appeal to the APPELLATE TRIBUNAL FOR ELECTRICITY (In short so called APTEL or Tribunal) filed the appeal vide Appeal No.209 of 2015.

In the said judgment and order dated 06.12.2018, Hon'ble Tribunal has upheld the order of this Commission with the comment as under:

**Para 9.19:** We have carefully considered the rival contentions of both the parties on this issue and also took note of the cited decisions/judgments of the Hon'ble Supreme Court and this Tribunal. Based on our critical analysis of the material placed before us, we note that the core issue in the present appeal is not only limited to the coercion or duress but to whether there can be a tariff between a generating company and a distribution licensee in a PPA which is not in accordance with the Regulations and Tariff Orders issued by the State Commission. The State Commission after careful consideration of the submissions made by both the parties and after due analysis of the available material on record has recorded its findings in the impugned order that the conditions envisaged in the PPA relating to the tariff and other associated conditions appeared to be one sided in favour of the Appellants and accordingly concluded the case of coercion or duress and unequal bargaining power between the parties being responsible for executing an Agreement full of unjustness and perversity. In view of these facts, we hold that the State Commission has analysed this issue rightly in accordance with law and passed the order assigning cogent reasoning. Thus, we do not find any material case or ground for our interference in the matter.

It should be noted from above order, APTEL has in strong words mentioned that there cannot be an agreement between a generating

company and a distribution licensee in a PPA which is not in accordance with the Regulations and Tariff orders issued by the State Commission.

The APTEL had also shown his anger by citing words the conditions envisaged in the PPA relating to the tariff and other associated conditions appeared to be one sided in favour of the Appellants and accordingly concluded the case of coercion or duress and unequal bargaining power between the parties being responsible for executing an agreement full of unjustness and perversity.

No explanations from Respondent will justify the change in agreement clauses without approval from the Commission. All the agreements, with such diversion of tariff from the Regulations should be amended, and should be asked to continue the Power Purchase Agreement in line with GERC order and Regulations.

**2.9.** Appellant has prayed as under.

- (1) To direct the Respondent to purchase the surplus energy at the Average Pooled Power Purchase Cost (APPC) rate as determined by Hon'ble Commission for the year.
- (2) To direct the Respondent to make the payment against the amount of surplus energy at every billing cycle and not to carry forward in to next bills.
- (3) To direct the Respondent to make the payment of accrued amount with an applicable interest.

**3.0.** Respondent has represented the case as under.

3.1. Appellant has categorically raised the issue that Respondent has to purchase electricity from the consumer at APPC rate determined by the Hon'ble GERC on year to year basis after deducting the units consumed by the consumer. Appellant also submits that Respondent needs to submit its detailed calculation to Hon'ble Commission for determining APPC rate. Respondent has submitted that transaction is to be undertaken as per APPC rate determined by Hon'ble Commission, however at present a Petition No.1557/ 2016 filed by Indian Wind Power Association for determination of APPC rate is

pending for adjudication before Hon'ble Commission. Hence in light of the said pendency Hon'ble Ombudsman has no jurisdiction to entertain such plea. Henceforth the Appeal is bound to be dismissed.

- 3.2. Respondent refers to Clause 10, Sub-clause 10.1 of (Dispute Resolution) of Notification 5 of 2016 (Regulations for Net Metering Rooftop PV Grid Interactive Systems) in which it is categorically stated that any dispute pertaining to these Regulations and its interpretation, it shall be decided by GERC by observing prescribed procedure, whereas the Appellant has referred to Clause 11.2 sub-clause A of Net Metering Agreement for justifying the jurisdiction of CGRF and Ombudsman. It is submitted that this case is regarding interpretation of Clause 9 sub-clause 9.1 of the 2016 Regulation. The wording of the Clause 11.2 of the agreement clearly earmarks the role of the Forum as well as Electricity Ombudsman as an arbitrator not as a redressing authority subject to condition that its pertains to billing of energy injected and billing amount further subject non settlement of dispute through mutual negotiations within sixty days or mutually extended period. In the present case Appellant is invoking the clause 11.2 for resolution of his dispute, then in such case procedure provided in the Clause should have adhered with, however whether that letter enclosed by Appellant in this Appeal which was not adduced before Forum is sufficient enough to constitute a dispute, whether there took place any formal negotiations on the said dispute, whether oral reply amounts to mutual negotiations. Such questions are subject matter of interpretation. At the outset it is submitted that billing of energy and billing amount also includes payment of amount directly into bank account of respective consumer for energy exported is also subject matter of interpretation. It is clear that energy injected in the grid is displayed in the energy bill, the amount shown in the billed amount which is displayed as credit is due to excess energy exported in the grid. Whether settlement through crediting in the bank account of consumer or passing credit amount in energy bill is also subject matter of interpretation. Hence it is clear that Hon'ble

Ombudsman has to interpret the provisions in order to come to a conclusion, since the subject matter of interpretation is sole domain of the Hon'ble Commission, hence it is submitted that Hon'ble Ombudsman has no jurisdiction to entertain such plea, hence appeal is liable to be dismissed.

3.3. Respondent has submitted the relevant facts of the Appeal as under:

(1) Appellant, bearing consumer No.500195084 has installed 5 KW Solar Rooftop PV Plant on 08.09.2017 referred to provisions of Gujarat State Policy,2015 and GERC (Net Metering rooftop solar PV Grid Interactive System) Regulations (Notification 5 of 2016). Appellant has demanded that Respondent settles the account at every billing cycle and credit the amount being paid against export of surplus energy in to this bank account. The claim of the Appellant relied on the Clause 9, Sub-Clause 9.1 of GERC (Net Metering Rooftop Solar PV Grid Interactive Systems) Regulations 2016. The Opponent company has categorically emphasized that Petition for determination of APPC rate is pending for adjudication before Hon'ble Commission.

3.4. Respondent has submitted parawise reply as under.

(1) In reference to Para No. 2.1 of the Appeal it is submitted that Appellant is registered consumer of the Respondent vide Service No.500195084. Appellant has installed 5 KW rooftop solar PV Plant during Financial Year 2017-18.

(2) In reference to Para No.2.2 of Appeal, it is submitted that Respondent is indeed purchasing the surplus power from the Appellant and in turn giving credit in his monthly energy bills as per provisional APPC rate. It is submitted that Appellant has referred to two correspondences which were not produced before Forum by Appellant. Appellant, through his authorized representative, has only submitted the copy of letter dated 20.07.2018. Thus it is evidently clear that the points raised by Appellant are mere and afterthought. In fact it seems that Appellant had suppressed material facts before Forum.

- (3) In reference to Para No.2.3 of Appeal, it is submitted that complaint was filed by Appellant, CGRF has committed no wrong in dismissing the complaint. In fact, Appellant had raised issues during the course of trial before Forum which had no correlation with the present case.
- (4) In reference to Para No.2.4(2) of Appeal, it is submitted that Appellant has relied on Clause 7 of Notification No.5 of 2016 of Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems regarding determination of APPC rate, which stated that in the event the electricity injected exceeds the electricity consumed during the billing period, such excess injected electricity shall be purchased by the concerned distribution licensee at the APPC rate determined by the Commission for the year in which Rooftop Solar PV System is commissioned for whole life of the Rooftop Solar PV System, e.g. for the Rooftop Solar PV System commissioned during 2016-17, the APPC rate determined by the Commission for F.Y. 2015-16 shall be applicable. Here the adjudication of the Petition No.1557 of 2016 is already pending before Hon'ble GERC for fixation of APPC rate and for the time being Respondent is purchasing surplus electricity from Appellant and passing necessary credit in the monthly energy bill as per provisional APPC rate. In any way, the Respondent does not dispute the definition of APPC rate espoused in the respective regulation.
- (5) In reference to Point 5 of Appeal, it is submitted that Appellant relied on Clause 9 of Notification 5 of 2016 of Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems regarding accounting and settlement of surplus energy by crediting the amount of money in the bank account at the end of every billing cycle, however it seems that Appellant is interpreting the Clause to suite his convenience. In fact in absence of APPC rate, Respondent has purchased the surplus energy at Provisional rate at every billing cycle and amount credited in Appellant's monthly

energy bills thus settling the account. It is pertinent to mention that as per Clause 10, Sub-Clause 10.1. of Notification 5 of 2016 (Regulations for Net Metering Rooftop Solar PV Grid Interactive Systems) any dispute pertaining to these regulations and its interpretation, it shall be decided by GERC by observing prescribed procedure. It is pertinent to note that the complainant has referred to Clause 9 of Notification 5 of 2016 for making his case. Since the dispute is pertaining to the Clause 9 of Notification No.5 of 2016, the regulation clearly states without any ambiguity regarding the jurisdiction of Hon'ble Commission to adjudicate the matter pertaining to regulation and its interpretation. Hence the subject matter does not fall within the purview of the Hon'ble Ombudsman.

- (6) In reference to Para No.2.6 of Appeal, prayer of Appellant may not be granted considering the foregoing facts and material presented.

3.5. Respondent has prayed as under.

- (1) Appeal of Appellant should be decided on the admissibility ground before delving in to the merits of the case.
- (2) Action of Respondent is in compliance with the prevalent rules and regulations.

In light of above, the present Appeal is liable to be dismissed with cost.

**::: ORDER :::**

**4.0.** I have considered the contentions of the Appellant and the contentions of Respondent and the facts, statistics and relevant papers, which are on record, and considering them in detail, my findings are as under.

4.1. Appellant is a consumer of Respondent, bearing consumer No.500195084, having installed 5KW Solar Rooftop PV Plant on 08.09.2017. Appellant 'consumer' Rooftop PV Plant falls under Gujarat Solar Power Policy,2005 and GERC (Net metering Rooftop Solar PV Grid Interactive System) Regulation,2016.

- 4.2. It is argued by Appellant that Respondent has to purchase surplus power after giving set-off against consumption during billing period at an Average Pooled Power Purchase Cost (APPC) rate as determined by the GERC.

As per Para 2.4(1), in absence of APPC of the previous year 2016-17, Respondent purchased the energy at a provisional rate of APPC at the rate of Rs. 3.22/Kwh for surplus energy of rooftop solar generation.

As per Para 2.5, Appellant has pointed out that payment against credit of surplus energy from Rooftop Solar Generation at every billing cycle, unit credit (Kwh) and cumulative amount credit has been shown for the period December,2017 to September,2018, but Respondent has not settle the account of Appellant at every billing cycle as per provision of Net Metering Regulation,2016.

Appellant relied upon the Clause No.9 of said regulation heading Energy Accounting & Settlement.

- 4.3. As per Para No.2.6, Appellant has raised the issues, like applicability of the provisions of Net Metering Regulation in agreement executed between the parties, determination of APPC rate and payment against credit of surplus energy from Rooftop Solar Generation at every billing cycle.

- 4.4. While dealing with grievance, CGRF has observed that Petition No.1557/2016 is pending before GERC for determination of APPC rate. It is noted that determination of the APPC rate is pending matter and GERC has power to determine APPC rate.

Looking to the above observations, Forum has not dealt with present subject matter and dismissed the grievance of Appellant.

- 4.5. Appellant has relied upon Clause No.9 “Energy Accounting & Settlement” of Net Metering Regulation, 2016, which reads as under:  
Clause No.9.1:

For each billing period, the licensee shall show the quantum of electricity injected by Eligible Consumer/Solar PV System in the grid, electricity supplied by the distribution licensee, net billed electricity

for payment by the consumer and net exported energy after adjustment against the consumption separately.

Clause No.9.2(1): For Residential & Government consumes:

In the event the electricity supplied by the distribution licensee during any billing period exceeds the electricity generated by the Eligible Consumer's Rooftop Solar PV System, the distribution licensee shall raise invoice for the net electricity consumption at the consumer's prevailing tariff.

In the event the electricity injected exceeds the electricity consumed during the billing period, such excess injected electricity shall be purchased by the concerned Distribution Licensee at the APPC rate determined by the Commission for the year in which the Rooftop Solar PV System is commissioned for whole life of the Rooftop Solar PV System, e.g. for the Rooftop Solar PV System commissioned during 2016-17, the APPC rate determined by the Commission for FY 2015-16 shall be applicable.

Banking of energy shall be allowed within one billing cycle of the consumer.

The distribution licensee in addition to consumer tariff shall be eligible to raise invoice for any other charges as allowed by the GERC from time to time.

Further, Appellant has pointed out Clause No.11 of Inter connection agreement between distribution licensees and Solar Rooftop PV Project owner as per Annexure IV of Net Metering Regulation, 2016, which reads as under.

Clause No.11: Dispute Resolution.

11(1): All disputes or differences between the parties arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation, promptly, equitably and in good faith.

11(2): In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty

days or mutually extended period, after such dispute arises, then for

- (a) Any dispute in billing pertaining to energy injection and billing amount, it would be settled by the Consumer Grievance Redressal Forum and Electricity Ombudsman.
- (b) Any other issues pertaining to the Regulations and its interpretation, it shall be decided by the Gujarat Electricity Regulatory Commission following appropriate prescribed procedure.

Co-jointly reading with above, present subject matter is read as payment against credit surplus energy from Rooftop Solar Generation of 5KW of Appellant and commercial settlement thereof.

In reference to Provision No.9.2, energy injected exceed to energy consumed during any billing cycle, such injected energy purchased by Respondent attract the APPC rate in which Rooftop Solar PV System commissioned during the financial year, while APPC rate determination is under purview of GERC as per provision of Net Metering Regulation,2016 as well as relevant provisions of Electricity Act, 2003.

Therefore, dispute is not only in relation with commercial settlement but determination of APPC by GERC also involved.

As stated by Respondent and pointed out by Forum in relation with APPC, determination of APPC rate is sub judice matter before GERC. In view of provisions as referred by parties, i.e. Clause No.9 (Energy Accounting & Settlement) and Clause No.11 (Dispute Resolution) as per the execution of agreement made between the parties, it is also necessary to read Clause No.10 (Dispute Resolution) of Net Metering Regulation,2016, which reads as under.

Clause No.10: Dispute Resolution:

In case of any dispute pertaining to these Regulations and its interpretation, it shall be decided by the Gujarat Electricity Regulatory Commission by observing the prescribed procedure.

As per Clause 11(2)(a), any dispute in billing pertaining to energy injection and billing amount, it would be settled by CGRF & Electricity Ombudsman. Here, word billing amount mentioned, but to calculate billing amount, it needs determine APPC rate for the relevant period and for that GERC is the authority to determine APPC rate for the relevant period.

- 4.6. It seems that whole issue needs interpretation of Provisions of Net Metering Regulation, 2016, and for that Hon'ble GERC is the authority to interpret the provisions.

Forum has noted that rate of APPC determination is also sub judice and petition No.1557/2016 has been filed before GERC, which is pending. Hence, whole issue emerged herein for payment against credit of surplus energy from Rooftop solar generation would be settled only after declaration of APPC rate by GERC.

- 4.7. In above circumstances, being complex nature of grievance, i.e. determination of APPC rate and commercial settlement in case of energy injection after energy consumed from Rooftop Solar PV system into network of Respondent, it needs interpretation of provisions of Net Metering Regulations. GERC is the appropriate authority to read provisions of Net Metering Regulation, 2016 and interpret the same. Therefore, whole issue raised by Appellant does not fall within the ambit of Electricity Ombudsman to decide. Hence representation of Appellant is rejected.

- 4.8. I order accordingly.

- 4.9. No order as to costs.

- 4.10. With this order, representation/Application stands disposed of.

(Dilip Raval)  
Electricity Ombudsman  
Gujarat State

Ahmedabad.  
Date: 29.06.2019.