

ಹುಬ್ಬಳ್ಳಿ ವಿದ್ಯುತ್ ಸರಬರಾಜುಕಂಪನಿ ನಿಯಮಿತ

(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಂಪೂರ್ಣ ಸ್ವಾಮ್ಯಕ್ಕೊಳಪಟ್ಟಿದೆ.)

ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ(ವಿ)

ಕಾರ್ಯ & ಪಾಲನೆ ವೃತ್ತ ಕಛೇರಿ, ನೆಹರುನಗರ,  
ಬೆಳಗಾವಿ - 590 010.



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## ಗ್ರಾಹಕರ ಕುಂದುಕೊರತೆಗಳ ನಿವಾರಣೆ ವೇದಿಕೆ

ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ವೃತ್ತ, ಹುವಿಸಕನಿ, ಬೆಳಗಾವಿ, ಬೆಳಗಾವಿ ಜಿಲ್ಲೆ

ಪ್ರಕರಣ ಸಂಖ್ಯೆ:17/2019

ವೇದಿಕೆಯ ಸದಸ್ಯರು:

ಶ್ರೀ ಗಿರಿಧರ ಕುಲಕರ್ಣಿ, ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ(ವಿ), ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ವೃತ್ತ, ಹುವಿಸಕನಿ, ಬೆಳಗಾವಿ ಹಾಗೂ ವೇದಿಕೆಯ ಅಧ್ಯಕ್ಷರು.

ಶ್ರೀ ಎಸ್ ಆರ್ ಮಂಜಪ್ಪ, ಉಪಲೆಕ್ಕ ನಿಯಂತ್ರಣಾಧಿಕಾರಿ ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ವೃತ್ತ, ಹುವಿಸಕನಿ, ಬೆಳಗಾವಿ ಹಾಗೂ ವೇದಿಕೆಯ ಸದಸ್ಯರು.

ಶ್ರೀ ಸುನೀಲ ಸಾಣಿಕೊಪ್ಪ, ವಕೀಲರು, ಆಯೋಗದಿಂದ ನಿಯೋಜಿಸಲಾದ ಸದಸ್ಯರು.

ಶ್ರೀ ಅಶೋಕ ದತ್ತಾತ್ರಯ್ಯ ಅಧ್ಯಾಪಕ

(R.R.NO: ACL14127 & AAEH14129)

#629, 1ನೇ ಮುಖ್ಯ ರಸ್ತೆ, 6ನೇ ಅಡ್ಡ ರಸ್ತೆ,  
ಕುಮಾರಸ್ವಾಮಿ ಬಡಾವಣೆ(ಪೂರ್ವ), ಬೆಳಗಾವಿ.

.....ದೂರುದಾರರು.

ವಿರುದ್ಧ,

01.ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ)

ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ನಗರ ಉಪ ವಿಭಾಗ-1,  
ಹುವಿಸಕನಿ, ಬೆಳಗಾವಿ.

02.ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ(ವಿ)

ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ವೃತ್ತ,  
ಹುವಿಸಕನಿ, ಬೆಳಗಾವಿ.

03.ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು(ಆ&ಮಾಸಂಅ)

ನಿಗಮ ಕಛೇರಿ,  
ಹುವಿಸಕನಿ, ಹುಬ್ಬಳ್ಳಿ.

04.ಕಾರ್ಯ ನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ)

ಕಾರ್ಯ ಮತ್ತು ಪಾಲನೆ ನಗರ ವಿಭಾಗ,  
ಹುವಿಸಕನಿ, ಬೆಳಗಾವಿ.

.....ಪ್ರತಿವಾದಿಗಳು.

ಪೀಠಿಕೆ:

1. ದೂರುದಾರರು, ಈ ವೇದಿಕೆಗೆ ದಿನಾಂಕ:08.05.2019 ರಂದು ಈ ಕೆಳಗೆ ವಿವರಿಸಿದಂತೆ ದೂರನ್ನು ನೀಡಿರುತ್ತಾರೆ; ಕೆ.ಇ.ಆರ್.ಸಿ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/01/2013 ದಿ:10.10.2013 ಕುರಿತು, ದೂರುದಾರರು #1568/1 ಮಾರುತಿ ಗಲ್ಲಿ, ಬೆಳಗಾವಿಯಲ್ಲಿರುವ ತಮ್ಮ ವಾಣಿಜ್ಯ ಮತ್ತು ಗೃಹೋಪಯೋಗಿ ಸಂಕೀರ್ಣ ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & AAEH14129 ಗಳಿಗೆ ಮೇಲ್ವಿಚಾರಣೆ ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪಾದನಾ ಘಟಕವನ್ನು ಸ್ಥಾಪಿಸಲು ಪ್ರತಿವಾದಿಗಳಲ್ಲಿ ಸಂಪರ್ಕಿಸಿರುತ್ತಾರೆ. ಮುಂದುವರೆದು, ಈ ಮೇಲೆ ನಮೂದಿಸಿರುವ ಸ್ಥಾವರಗಳಿಗೆ ಮೇಲ್ವಿಚಾರಣೆ ಸೌರ ವಿದ್ಯುತ್

ನೋಂದಾಯಿತಕಛೇರಿ : ನಿಗಮಕಛೇರಿ, ಹು.ವಿ.ಸ.ಕಂ.ನಿ., ನವನಗರ,ಪಿ.ಐ. ರಸ್ತೆ, ಹುಬ್ಬಳ್ಳಿ-580 025.

Registered Office: Corporate Office, Navanagar, P.B. Road, Hubballi-580 025, Karnataka

ಉತ್ಪದನಾ ಘಟಕಕ್ಕಾಗಿ, ಪ್ರತಿವಾದಿ-1 ಇವರ ಜೊತೆಗೆ ದೂರುದಾರರು ದ್ವಿಪಕ್ಷಿಯ ವಿದ್ಯುತ ಖರೀದಿ ಒಪ್ಪಂದವನ್ನು ದಿನಾಂಕ: 20.04.2017 (ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & ಸಾಮರ್ಥ್ಯ:10KW) ಹಾಗೂ 16.08.2017 (ಸ್ಥಾವರ ಸಂಖ್ಯೆ: AAEH14129 & ಸಾಮರ್ಥ್ಯ:6KW) ರಂದು ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ. ದೂರುದಾರರು ದಿನಾಂಕ: 23.08.2017 ರಂದು ಮೇಲಿನ ಎರಡು ಮೇಲ್ವಿಚಾರಣೆ ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪದನಾ ಘಟಕಗಳ ಸ್ಥಾಪಿಸುವ ಕಾರ್ಯವನ್ನು ಮುಗಿಸಿ, ಸದರಿ ಮಾಹಿತಿಯನ್ನು ದಿನಾಂಕ: 23.08.2017 ರಂದು ಪ್ರತಿವಾದಿ-1 ಇವರಿಗೆ ಮಾಹಿತಿ ನೀಡಿರುತ್ತಾರೆ. ಪ್ರತಿವಾದಿ-1 ಇವರು ಘಟಕಗಳ ಪರಿಶೀಲನೆ ಮಾಡಿ ಕೆಲವು ಚಿಕ್ಕ ತಪ್ಪುಗಳನ್ನು ಸರಿಪಡಿಸಲು ದಿನಾಂಕ:08.08.2017 ರಂದು ದೂರುದಾರರಿಗೆ ತಿಳಿಸಿರುತ್ತಾರೆ. ಅದರನ್ವಯ ದೂರುದಾರರು ದಿನಾಂಕ:11.09.2017 ರಂದು ತಪ್ಪುಗಳನ್ನು ಸರಿಪಡಿಸಿ, ಪ್ರತಿವಾದಿ-1 ಇವರಿಗೆ ಅನುಸರಣೆಯನ್ನು ನೀಡಿರುತ್ತಾರೆ. ದಿನಾಂಕ:25.09.2017 ಮತ್ತು 30.11.2017 ರಂದು ಪ್ರತಿವಾದಿ-1 ಇವರು ಕ್ರಮೇಣವಾಗಿ, ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & AAEH14129 ಗಳಿಗೆ ಮೇಲ್ವಿಚಾರಣೆ ಸೌರ ವಿದ್ಯುತ ಉತ್ಪದನಾ ಘಟಕದ ಆರಂಭದ ಹಾಗೂ ಸಿಕ್ರೋನೈಸೇಷನ್ ದೃಢೀಕರಣವನ್ನು ನೀಡಿರುತ್ತಾರೆ ಹಾಗೂ ACL14127ಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ದಿನಾಂಕ:21.09.2017 ರಿಂದ 01.11.2017 ರ ವರೆಗೆ ಬಿಲ್ಲನ್ನು ಪಾವತಿಸಿರುತ್ತಾರೆ. ಆದರೆ, ಸ್ಥಾವರ ಸಂಖ್ಯೆ: AAEH14129 ಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಬಿಲ್ಲನ್ನು ಆರಂಭದ ದಿನಾಂಕದಿಂದ ಹಾಗೂ ACL14127 ರ ಬಿಲ್ಲನ್ನು ದಿನಾಂಕ:02.12.2017 ರಿಂದ ಈ ವರೆಗೆ ಬಿಲ್ಲನ್ನು ಪಾವತಿಸಿರುವುದಿಲ್ಲ.

ಮುಂದುವರೆದು, ಸದರಿ ಬಿಲ್ಲುಗಳ ವಿಳಂಬ ಕುರಿತು ದೂರುದಾರರು ದಿನಾಂಕ:12.12.2018 ರಂದು ಪ್ರತಿವಾದಿ-1 ಇವರಲ್ಲಿ ಸಂಪರ್ಕಿಸಿರುತ್ತಾರೆ. ಆಗ ಪ್ರತಿವಾದಿ-1 ಇವರು ಕೆ.ಇ.ಆರ್.ಸಿ. ಆದೇಶ ದಿನಾಂಕ:15.09.2017 ರನ್ವಯ ಒಂದೆ ಸೂರಿನಲ್ಲಿರುವ ಮೇಲ್ವಿಚಾರಣೆ ಸೌರ ವಿದ್ಯುತ ಉತ್ಪದನಾ ಘಟಕಗಳ ಬಿಲ್ಲಿಂಗ 'Present APPC' ದರಕ್ಕೆ ಕರಾರು ಒಪ್ಪಂದ ಪರೀಷ್ಕರಿಸಿದಾಗ ಸದರಿ ಬಿಲ್ಲುಗಳನ್ನು ಪಾಸಮಾಡಲಾಗುವುದು ಎಂದು ತಿಳಿಸಿರುತ್ತಾರೆ. ಈ ಕುರಿತು ದೂರುದಾರರು ಸದರಿ ಕೆ.ಇ.ಆರ್.ಸಿ. ಆದೇಶವು ಪುನರಾವಲೋಕನ ಸ್ವಭಾವದಲ್ಲ ಎಂದು ಪ್ರತಿವಾದಿ-1 ಇವರಲ್ಲಿ ತಿಳಿಯಪಡಿಸಿರುತ್ತಾರೆ.

ಮುಂದುವರೆದು, ಸದರಿ ವಿಷಯದ ಕುರಿತು ಪ್ರತಿವಾದಿ-2 ಇವರಲ್ಲಿ ದೂರುದಾರರು ಸದರಿ ವಿಷಯವನ್ನು ಇತ್ಯರ್ಥಪಡಿಸುವ ಕುರಿತು ದಿನಾಂಕ:03.01.2019 & 07.03.2019 ರಲ್ಲಿ ಪತ್ರ ಬರೆದಿರುತ್ತಾರೆ. ಈ ಕುರಿತು ಪ್ರತಿವಾದಿ-2 ದಿನಾಂಕ:21.03.2019 ರಲ್ಲಿ ಪ್ರತಿವಾದಿ-4 ಇವರಿಗೆ ಈ ಮೇಲಿನ ವಿಷಯವನ್ನು ಇತ್ಯರ್ಥಪಡಿಸಲು ಸೂಚಿಸಿರುತ್ತಾರೆ. ಆದರೆ, ಪ್ರತಿವಾದಿ-4 ಇವರು ಇದನ್ನು ಇತ್ಯರ್ಥಪಡಿಸುವಲ್ಲಿ ವಿಫಲಾಗಿರುತ್ತಾರೆ. ತದನಂತರ, ಪ್ರತಿವಾದಿ-2 ಇವರು ಪ್ರತಿವಾದಿ-1 ಇವರಿಗೆ ದಿನಾಂಕ:08.04.2019 ರಂದು ಸದರಿ ವಿಷಯವನ್ನು ಇತ್ಯರ್ಥಪಡಿಸಲು ಸೂಚಿಸಿರುತ್ತಾರೆ.

ಆದ್ದರಿಂದ, ಸದರಿ ದೂರುದಾರರು ಈ ವಿಷಯವನ್ನು ಇತ್ಯರ್ಥಪಡಿಸುವಂತೆ ಕೋರಿ ಈ ವೇದಿಕೆಗೆ ದಾವೆ ದಾಖಲಿಸಿರುತ್ತಾರೆ.

2. ಸದರಿ ದೂರು ಕುರಿತು, ದಿನಾಂಕ:28.06.2019ರ ಬೆಳಿಗ್ಗೆ 10:30 ಕ್ಕೆ ವಿಚಾರಣೆಯನ್ನು ಈ ಕಛೇರಿಯಲ್ಲಿ ನಡೆಸಲಾಯಿತು. ತದನಂತರದಲ್ಲಿ, ದಿನಾಂಕ:29.07.2019ರ ಮಧ್ಯಾಹ್ನ 04:00 ಕ್ಕೆ ಮರು ವಿಚಾರಣೆ ಮಾಡಿ ದೂರುದಾರರಿಗೆ ಮತ್ತು ಪ್ರತಿವಾದಿ ಇವರುಗಳಿಗೆ ಲಿಖಿತ ರೂಪದಲ್ಲಿ ತಮ್ಮ ವಾದವನ್ನು ಮಂಡಿಸಲು ಸೂಚಿಸಲಾಯಿತು.
3. ಅದರಂತೆ, ದೂರುದಾರರು ದಿನಾಂಕ:21.08.2019 ರಂದು ಹಾಗೂ ಪ್ರತಿವಾದಿ ಇವರು ದಿನಾಂಕ:05.08.2019 ರಂದು ತಮ್ಮ ಲಿಖಿತ ಹೇಳಿಕೆಯನ್ನು ಸಲ್ಲಿಸಿರುತ್ತಾರೆ.

#### ಅ.ದೂರುದಾರರು ಸಲ್ಲಿಸಿರುವ ಲಿಖಿತ ಹೇಳಿಕೆ ವಿವರ;

- 1) That the facts stating that the Respondents are engaged in the business of supplying electricity to its registered consumers which also engages in the business of purchasing electricity from private agencies such as the Rooftop Soar Power Plants and various other such agencies based upon the terms and conditions determined by the Karnataka Electricity Regulatory Commission (KERC) Bengaluru from time to time correct subject to correct interpretation of the terms and conditions.
- 2) As per to the averments made in point No. 2 of the respondents written arguments, The Karnataka Electricity Regulatory Commission (KERC) Bengaluru having the authority to determine or fix the

ನೋಂದಾಯಿತಕಛೇರಿ : ನಿಗಮಕಛೇರಿ, ಹು.ವಿ.ಸ.ಕಂ.ನಿ., ನವನಗರ,ಪಿ.ಐ. ರಸ್ತೆ, ಹುಬ್ಬಳ್ಳಿ-580 025.

Tariffs is true but is only applicable to the New installations of such Rooftop Solar Power Plants(RSPP) and not to the existing installations with retrospective effect. But the authority to determine or change the tariff rates for such installations which are already in existence the Hon'ble Apex court was pleased to annul the authority of the state commission, order of hon. Court is attached.

- 3) The fact stating that the Respondents cannot determine the Tariffs for the Rooftop Solar Power Plants is true and also regarding the fact that it is the duty of the HESCOM to follow the Tariff rates as determined by the KERC is also true, but based upon the citations stated in the aforesaid ruling of the apex court the KERC itself as a state commission does not have the authority to determine the Tariffs which have already been agreed upon in the PPA between the parties, hence it is evident that the respondents in the present case do not have the authority to change the Tariff rates as it is a clear breach of contract on their behalf. Hence it is proved that the Respondents are liable to pay the complainant the agreed tariff rate which being Rs7.08/ unit as per the PPA.
- 4) The fact stating that the complainant is not a consumer is false in nature, the complainant is a registered consumer of the HESCOM and the HESCOM itself has provided the complainant with two registered meters Bearing RR No. ACL14127 and RR No. AAEH14129 and consumer ID Bearing No. 580487730000 and 4604873000 upon which the Rooftop Solar Power Plants have been connected, also the complainant receives the electricity from the Respondent Company (HESCOM) through the same registered Meters installed by the Respondents Theme selves and have not denied this fact in any way, More Over in the second part of preamble of the PPA which gives the introduction of the consumer, it clearly states that the complainant "Mr Ashok Adhyapak **the consumer of HECOM**"..... the very existence of this phrase in the PPA drafted by the Respondents is sufficient evidence that the Respondents have accepted the complainant as consumer. And hence, based upon this fact the complainant falls within the definition of the consumer, Hence it is sufficiently proved that the complainant is a registered consumer of the HESCOM.
- 5) The fact stating that the PPA made between the both the parties is based upon the order of the KERC is true, however the KERC has the authority to determine or fix tariff rates for only new installations and clearly does not have authority to change the tariff of the installations which have already been commissioned, The point has been satisfied by the complainant in the above points.
- 6) The respondents in point no.6 of their written arguments have clearly admitted the fact that they have made an agreement dated : 20/04/2017,PPA, with the complainant. For one RSTPV generation system of 10 KWP, the registered RR NO. ACL14127 bearing ID no. 4604873000, which is sufficient proof that the Respondents are Liable to pay the complainant the agreed Tariff rate i.e RS 7.08/ unit for a period of 25 years.
- 7) The Respondents in point no 7 of their Written Arguments have again clearly admitted the fact that they made a second agreement dated: 16/08/2017,PPA, for a SRTPV generation system of 6 KWP based on registered RR No.AAEH14129 bearing ID NO.58048773000 at the tariff rate of RS7.08/ unit for a period of 25 years, Hence it has been proved satisfactorily by the complainant that the Respondents are liable to pay him the agreed Tariff Rate of RS7.08/ unit for a period of 25 years.
- 8) The complainant submits in response to point no 8 of the respondents written argument that
  - a) It is false to state that the complainant cannot insist the Respondents to pay him the agreed tariff rate as it the right of the complainant to receive the agreed amount of RS 7.08/ unit as a right bestowed upon him through the agreement , PPA, as the bilateral agreement provides him the right to the agreed tariff rate as determined by the KERC itself in the agreement.
  - b) The Respondents in point no 8 clause (A) have clearly admitted that the HESCOM shall pay the complainant the net metered energy, at RS 7.08/ unit as determined by the KERC for the period

of the agreement, Hence, the complainant has been able to pay him the agreed tariff rate of RS 7.08/unit.

- 9) In response to point no. 9 of the written argument it is false to state that the complainant has purposefully not clubbed both the installations of the SRTPV generating systems and is also derogatory to the complainant stating that he has an evil intention to get more and more tariff at the time of the installation of the second RTSP there was no such order of the KERC not allowing two SRTPV installations on one single rooftop then. Secondly though the KERC has made an amendment in its order dated 15/09/2017, The order clearly states that the order is applicable only from the date of this order making it prospective in nature and not retrospective, Hence, the complainant is at no fault in their present case and hence is liable to receive the agreed tariff rate from the respondent for both the SRTPv installations at Rs 7.08/ unit.
- 10) Point No. 10 of the WA of the Respondents does not arise in the present case as clause 9 stated in annexure 2 and 3 of the plaint deals only with the termination of the agreement Hence it is proved that clause 9 of both the PPA does not prima facie arise.
- 11) The complainant in response to point no. 11 of the respondents WA would like to submit that that the complainant has approached the respondents trying to solve the grievance through mutual negotiations as per clause 10 of both the PPAs I .E
  - a) Through mutual negotiations, the correspondence letters between the parties has been annexed in the plaint, since the mutual negotiations failed the complainant was forced to approach this ho'nble forum for the redressal of his grievance, CGRF being the forum of first appeal as per FORMAT-A of the KERCs grievance redressal mechanism. However here also the case was not heard properly, the complainant was forced to approach Ombudsman, and as per the order direction of the Hon. Authority the case being heard now.
- 12) The Respondents in point 12 of their written argument have stated that the complainant has forced the respondents to arrive to a conclusion is False and Derogatory to the complainant. As per the Annexure 11 of the plaint the complainant has requested the Respondents to redress the grievance. And the fact that the complainant has filled this complaint hurriedly is false as the complainant has tried to mutually negotiate the grievance for nearly 24 months.
- 13) The complainants have produced ANNEXURE-12 in order to prove that the said order of the KERC is simply PROSPECTIVE in nature and NOT retrospective . Hence the Respondents are trying to mislead the Ho'nble forum by making false submissions.
- 14) The complainants have time and again proved in points 12 and 13 of this WA that he has exhausted all the remedies and only then approached this Ho'nble forum for the redressal of his grievance.
- 15) The apex court in its decision was pleased to state that the state commission (KERC) has authority to only correct itself and does not have the authority to change the tariff rates once fixed upon by entering into a legal bilateral agreement, the decision of the Hon. Apex court is wholly applicable to this present case in hand as it has a wide meaning and does not specifically attend to banking charges. (ANNEXURE-17 of the main plaint). It is also a fact that neither parties have not approached the Hon. Authority of KERC raising any dispute regarding the tariff. It is also a fact that the respondents have paid the bill for installation no.1 at the rate of Rs 7.08/PU for one month. Therefore respondents cannot change the agreed tariff unilaterally and have no power to do so, which is agreed by the respondents.
- 16) It has been time and again proved by the complainant the the agreement, PPA, for the second SRTPV generating system was made before the KERC Order dated 15/09/2017, wherein the order clearly states that the order is applicable only from the date of the order, Which shows the intention of the KERC to give it a prospective effect and not have a retrospective effect, Further it is submitted

that both the agreements were made on different dates and well before the KERC passed the order dated 15/09/2017.

Therefore, the complainant has satisfactorily proved his contentions and hence the Hon'ble forum may be pleased to accept this complaint and direct the Respondents to pay the complainant the charges as per to the agreement at the rate of Rupees 7.08/unit along with interests till date and also for the entire period of the PPA.

1) Any other relief the Forum court may deem fit.

ಬ.ಪ್ರತಿವಾದಿ ಸಲ್ಲಿಸಿರುವ ಲಿಖಿತ ಹೇಳಿಕೆ ವಿವರ;

1] The opponent HESCOM company supplying the Electricity to the registered consumers. And some time with purchases the power from Private agencies through Rooftop Solar Power Photovoltaic (SRTPV) from different private persons as per the terms and condition determined by the Karnataka Electricity Regulatory Commission (KERC) Bengaluru from time to time.

2] The Karnataka Electricity Regulatory Commission (KERC) Bengaluru Fixes or determine the Tariff for the supply of electricity by a Generating Company to a distribution to the HESCOM.

3] Therefore, opponent HESCOM cannot determine the Tariff price to the Rooftop Solar Power Photovoltaic (SRTPV) power plants. And it is the duty of the HESCOM to follow the Tariff rates determined by the KERC.

4] The complainant is not the registered consumer as per the definition envisaged or defined in the Act. The opponent- HESCOM is purchasing Rooftop Solar Power Photovoltaic (SRTPV) from the complainant on the basis of contract agreement with condition of variation of price structure made by the KERC Bengaluru.

5] Therefore if any agreement made between complainant and opponent HESCOM regarding power purchase agreement for Rooftop solar Power photovoltaic(SRTPV) plants with net agreement based on KERC order, same has been clearly enumerated in the agreement at initial points of agreement.

6] The complainant has agreed to supply of 10 KWP energy through Rooftop Solar Power Photovoltaic (SRTPV) Generation System on Net Metering basis under R R No. ACL 14127 ID No. 4604873000. The HESCOM and complainant both have executed the agreement on 20/04/2017. Net metered rate at Rs 7.08/ps. For the period of 25 years.

7] Thereafter again complainant has established the extension of the second installation capacity of 6 KWP of Rooftop Solar Power Photovoltaic (SRTPV) Generation system on Net metering basis under RR No. ACL/14129 ID No. 58048773000 date of execution of power purchaser (PPP) Agreement taken place on 16/08/2017 net metered energy at Rs. 7.08ps.

8] That in both agreements as noted by complainant as Annexure-2 and Annexure-3 on page number 2. Clause's enumerated that

**“ HESCOM intends to purchase not energy exported by such SRTPV System at the rate of tariff determined by the KERC”**

This clause denotes that complainant cannot insist the opponent HESCOM to pay tariff as agreed rate of Rs. 7.08 ps per unit as mentioned in clause 6.1 Tariff

(a) The HESCOM shall pay for the net metered energy, at the Rs.7.08 ps KWH as determined by the KERC for the term of the agreement:

Therefore, in the light of above the Annexure No.2 &3 are final both shall follow the KERC Tariff policy.

9] The complainant has purposefully not clubbed both installation of **Rooftop Solar Power Photovoltaic (SRTPV)** Generator System in Unique installation. The complainant has with an evil intention to get more and more Tariff on higher side created two separate **Rooftop Solar Power Photovoltaic (SRTPV)** installations on the same roof is not correct.

10] That in Annexure 2 & 3 in its para No. 9 it is further enumerated the **Terms and Termination of the Agreement** are not followed before the approaching this Hon'ble CGRF. Belagavi. Therefore, the complaint itself is **“PREMATURE”** the complainant has not allowed the HESCOM opponent to issue termination notice hence the complaint is premature same is not maintainable without the due formalities noted in the Annexure 2 & 3.

11] The complainant has not exercised the clause 10 of the agreement so without the conclusion directly approached the CGRF Belagavi is not correct on the part of the complainant. Therefore on this count alone the complaint itself prematured same has not at followed all the formalities before approaching the CGRF Belagavi.

12] That in Annexure-11 the complainant himself has forced the HESCOM to arrive the conclusive on 12/12/2018 with his own way. It is not correct on the part of the complainant. Hence complainant has not allowed the HESCOM to answer the same and hurriedly filed this complaint is **PREMATUREDE** not enforceable before the CGRF Belagavi.

13] The Complainant himself produced the Annexure-12 whereas the KERC Bengaluru has decided Rs. 4-00 ps per unit on 15/09/2017 itself goes to shows that the tariff rate changes time to time according to that the agreement is also going to changed of after the notice.

14] The complainant has not exhausted the remedy before the opponents –HESCOM straight way filed this complaint before CGRF Belagavi is not correct and no notice issued by the complainant as per the clause No .9 of the agreement.

15] The Annexure-17 judgments of the Hon'ble High court of Karnataka Bengaluru pertaining to the Banking charges. Hence, same are not applicable to the present case in hand.

16] Whereas KERC Bengaluru has passed the order on 15/09/2017 in respect of Tariff other operational procedure applicable in respect of multiple Combined Rooftop Solar Power photovoltaic (SRTPV) installations in a single premises fixed Tariff of Rs.4-00 ps per unit. Hence, agreement between the Complainant and Opponent HESCOM has taken place at the time of second agreement of the complainant.

Therefore, the complainant has not exhausted the remedy as per Annexure 2 & 3 without conciliation or termination of the agreement and the complainant is not the consumer and filed this complaint before this CGRF Belagavi is liable to be dismissed in the interest of justice and equity.

4. ಮಾನ್ಯ ಕರ್ನಾಟಕ ವಿದ್ಯುತ ನಿಯಂತ್ರಣಾ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು, ಇವರ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/1 ದಿನಾಂಕ:15.09.2017 ರಲ್ಲಿ ಈ ಕೆಳಗಿನಂತೆ ಆದೇಶವನ್ನು ಹೊರಡಿಸಿರುತ್ತಾರೆ;

Subject to the other terms specified n the Commission's Orders dated 10th October, 2013. 2nd May. 2016 and 19th September, 2016, and further subject to the provisions of the KERC (Implementation of Solar Rooftop Photovoltaic Power Plants) Regulations, 2016. the Commission decides:

01. To allow on net metering basis, installation of multiple SRTPV units. by a single registered consumer or multiple registered consumers on common rooftop in a premises without any existing SRTPV unit, with the capacity of such units not exceeding the sanctioned load of the connected installation of the respective registered consumer.
02. To allow on gross metering basis, a registered consumer having multiple installations in a premises without any existing SRTPV unit to install single SRTPV unit with installed capacity not exceeding the total combined sanctioned load of all the installations of such registered consumer and with billing on one chosen installation.
03. To allow on gross metering basis, multiple registered consumers having multiple installations in a premises without any existing SRTPV unit to install single SRTPV unit with installed capacity not exceeding the total combined sanctioned load of all such installations, subject to nomination of any one consumer in whose name the gross metered energy is to be billed.
04. To allow on net metering basis, multiple registered consumers having multiple installations in a premises having an existing SRTPV unit of a single consumer, to install multiple SRTPV units with the capacity of each such unit not exceeding the sanctioned load of the connected installation of respective registered consumer. Provided the consumer of the existing SRTPV installation agrees to cancel the existing PPA and enters into a new PPA on net metering basis with the tariff prescribed in this Order.
05. To allow on gross metering basis multiple registered consumers i having multiple installations in a premises having an existing SRTPV unit of a single consumer. to install additional SRTPV unit with the combined installed capacity of such unit including the existing unit not exceeding the total combined sanctioned load of all the registered consumers in the premises and with the billing of the additional SRIPV unit being done on one nominated consumer. Provided that the consumer of the existing SRIPV unit agrees to cancel the existing PPA and enters into a new PPA for his existing SRTPV unit under gross metering with the tariff prescribed in this Order.
06. To allow in all the above cases. phased capacity addition so as not to exceed the sanctioned capacity as applicable to thei respective single SRTPV unit or multiple SRTPV units.

07. To allow on gross metering basis, a single registered consumer with multiple installations in a premises having an existing SRTPV unit to scale up the capacity of such SRTPV unit to the combined sanctioned load of all his installations, provided the consumer agrees to cancel the existing PPA and enters into a new PPA for the total installed capacity.
08. To allow in the case of existing SRTPV units, any change in the sanctioned load of the connected consumer installation or any change in the tariff category of the connected consumer installation, provided such consumer agrees to cancel the existing PPA and enters into a new PPA with the tariff prescribed in this Order.
09. To specify that the tariff payable to the energy injected into the distribution licensee's system in all the above cases either under net metering or gross metering, shall be the latest finalised APPC rates notified by the Commission or Rs 4/- per unit whichever is less.

This Order shall be effective from the date of this Order and shall be in force till 31<sup>st</sup> March 2018.

This Order is signed and issued by the Karnataka Electricity Regulatory Commission at Bengaluru, on Friday 15<sup>th</sup> of September, 2017.

5. ದಿನಾಂಕ: 20.04.2017 (ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & ಸಾಮರ್ಥ್ಯ:10KW) ಹಾಗೂ 16.08.2017 (ಸ್ಥಾವರ ಸಂಖ್ಯೆ: AAEH14129 & ಸಾಮರ್ಥ್ಯ:6KW) ರಂದು ಮೇಲ್ಕಾವಣಿ ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪಾದನಾ ಘಟಕಕ್ಕಾಗಿ, ಪ್ರತಿವಾದಿ-1 ಇವರ ಜೊತೆಗೆ ದೂರುದಾರರು ದ್ವೀಪಕ್ಷಿಯ ವಿದ್ಯುತ್ ಖರೀದಿ ಒಪ್ಪಂದ ವಿವರ;

ಅ. ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 ರ ವಿದ್ಯುತ್ ಖರೀದಿ ಒಪ್ಪಂದ: This power purchase agreement is entered into at (place) Belagavi on this 20<sup>th</sup> day of April-2017 between Hubli Electricity Supply Company Limited (HESCOM), a Government of Karnataka undertaking a company formed and incorporated in India under the Companies Act-1956, with its registered office located at Belagavi Karnataka State, hereinafter referred to as the "HESCOM", ( which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) party of the first part represented by AEE CSD1 HESCOM Belagavi.

AND

ASHOK D ADYAPAK the consumer of HESCOM residing at (address) 1568/1 Aditi Apartment Maruti Galli, Belagavi. Hereinafter referred to as the " Seller" (which Expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the second part.

Whereas,

- The Seller intends to connect and operate the Solar Roof Top Photo Voltaic (SRTPV) system with HESCOM's HT/LT Distribution system for sale of Solar Power to HESCOM in terms of the Karnataka Electricity Regulatory Commission (KERC) order No.s/03/01/2013 dated: 10.10.2013 or as amended from time to time.
- The Seller intends to install/has installed a SRTPV system of 10 kwp capacity on the rooftop of the premises situated at 1568/1 Aditi Apartment Maruti Galli Belagavi and connected to electricity service connection bearing number (RR No) **ACL14127** in the same premises under CSD 1Sub-Division of HESCOM.
- The Seller intends to sell net energy exported from the SRTPV system to HESCOM as recorded in the bi-directional meter installed in the seller's premises, from the date of commissioning of the SRTPV system.
- HESCOM intends to purchase net energy exported by such SRTPV system at the tariff determined by the KERC.

Now therefore, in consideration of the foregoing premises the parties hereto, intending to be legally bound hereby agree as under:

### 1. Technical and Interconnection Requirements:

ನೋಂದಾಯಿತಠಳೇರಿ : ನಿಗಮಠಳೇರಿ, ಹು.ವಿ.ಸ.ಕಂ.ನಿ., ನವನಗರ,ಪಿ.ಐ. ರಸ್ತೆ, ಹುಬ್ಬಳ್ಳಿ-580 025.

Seller shall ensure his SRTPV system complies with the following technical and interconnection requirement and shall:

- 1.1 Comply with the standards and conditions in respect of integrating the SRTPV system with the grid/distribution system.
- 1.2 Connect the SRTPV system to HESCOM's distribution system and shall be bound by requirements of state Grid and distribution code as amended from time to time.
- 1.3 Install, prior to connection of SRTPV system to HESCOM's distribution system, an inverter with an automatic inbuilt isolation device.
- 1.4 Provide external manual isolation mechanism with suitable locking facility so that SRTPV system will back-feed into the HESCOM's network in case of power outage of the HESCOM's distribution system, and it shall be accessible for HESCOM to operate, of required, during maintenance/emergency conditions.
- 1.5 Install all the equipment of SRTPV system compliant with relevant International (IEEE/IEC) and Indian standards (BIS).
- 1.6 SRTPV system shall be designed, engineered and constructed and operated by the seller or on his behalf with reasonable diligence subject to all applicable Indian laws, Regulations as amended from time to time and orders having the force of law.
- 1.7 Adhere to the following power quality measures as per the International and Indian standards and/or such other measures stipulated by KERC/HESCOM:
  - a. Harmonic current: Harmonic current injections from a generation unit shall not exceed the limits specified in IEEE 519.
  - b. Voltage at the injection point should be in the operating range of 80% to 110% of the nominal connected voltage.
  - c. Flicker: Operation of Photovoltaic system shouldn't cause voltage flicker in excess of the limits stated in the relevant sections of IEC standards or other equivalent Indian standards, if any.
  - d. Frequency: when the Distribution system frequency deviates outside the specified conditions (50.05Hz on upper side and 47.5Hz on lower side), the SRTPV system shall shift to island mode.
  - e. DC injection: photovoltaic system should not inject DC power more than 0.5% of full rated output at the interconnection point or 1% of rated inverter output current into distribution system under any operating conditions.
  - f. Power Factor: While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 shall be maintained.
- 1.8 The SRTPV system in the event of voltage or frequency variations must island/disconnect itself as per IEC standards within the stipulated period.

## 2. Safety:

The seller shall comply with the following safety measures:

- 2.1 The seller shall comply with the Central Electricity Authority ( Measures Relating to Safety at Electricity Supply) Regulations 2010.
- 2.2 The seller shall ensure that, the design, installation, maintenance and operation of the SRTPV system are in a manner conducive to the safety of the SRTPV system as well as the HESCOM's distribution system.
- 2.3 If the Seller's SRTPV system either causes damage to and/or produces adverse effects on the other consumers' of HESCOM's assets, seller will disconnect SRTPV system immediately from the distribution system by himself or upon directions from the HESCOM and rectify the same at his own cost before reconnection.

## 3. Clearances and Approvals:



The Seller shall obtain HESCOM's and other statutory approvals and clearances before connecting the SRTPV system to the distribution system.

#### **4. Access and Disconnection**

- 4.1 HESCOM shall have access to metering equipment and disconnection device of SRTPV system, both automatic and manual, at all times.
- 4.2 In emergency or outage situation, where there is no access to a disconnecting device either automatic or manual, the HESCOM shall have the right to disconnect power supply to the premise.

#### **5. Liabilities**

The Seller Shall be solely responsible for availing any fiscal or other incentive provided by the state/Central government, at his own expenses.

#### **6. Commercial Settlement-**

##### **6.1 Tariff:**

- a. The HESCOM shall pay for the net metered energy at Rs.7.08 per kwh as determined by the KERC for the term of the agreement.
- b. The Seller shall pay the Electricity tax and other statutory levies, pertaining to SRTPV generation, as may be levied from time to time.
- c. The seller shall not have claim for compensation, if the Solar power generated by his SRTPV system could not be absorbed by the distribution system due to failure of power supply in the grid/distribution system for the reasons, such as line clear, load shedding and line faults, whatsoever.

##### **7. Metering:**

- 7.1 The parties shall arrange to shift the existing meter to the generation side of SRTPV to measure solar power generation and install Bi-directional meter (whole current/CT Operated) for recording export and import of energy at the point of interconnection to the distribution system. The bi directional meter shall comply with the Central Electricity Authority (Installation and operation of meters) Regulations, 2006 and shall have the following features:
- i. Separate registers for recording export and import energy with facility to download by Meter Reading Instrument(MRI).
  - ii. KVA, kw and KVAR measuring registers for both import and export.
  - iii. Meter shall have RS232 (or higher) communication optical port /Radio Frequency (RF) port to support Automatic Meter Reading (AMR).

7.2 The seller shall install the meter of SRTPV system and bi directional meter in separate meter boxes in the same proximity or at a suitable place in the premises accessible for the purpose of recording the reading whenever necessary.

#### **8. BILLING AND PAYMENT:**

- 8.1 HESCOM shall issue monthly electricity bill for the net metered energy on the scheduled date of meter reading.
- 8.2 In case, the exported energy is more than the imported energy, HESCOM shall pay for the net energy exported as per Tariff agreed in this agreement with in 30 days of issue of bills duly adjusting the fixed charges and electricity duty if any.

8.3 In case, the exported energy is less than the imported energy, the seller shall pay HESCOM for the net imported energy as per the prevailing retail supply tariff determined by the Commission from time to time.

8.4 HESCOM shall pay interest at the same rates as is being levied on the consumers for late payment charges in case of any delay in payment for the net energy exported beyond 30 (thirty) days period from the date of issue of bill.

Explanation: Net metered energy means the difference of meter readings of energy injected by the SRTPV system into the grid (export) and the energy drawn from the grid for use by the seller (import) recorded in the bi-directional meter.

## 9. Term and Termination of the Agreement

9.1 This agreement shall be in force for a period of 25 years from the date of commissioning of the SRTPV system unless terminated otherwise as provided here under.

9.2 The seller shall have the right to terminate this agreement at any time by serving a written notice 60 (sixty) days in advance to HESCOM.

9.3 If the seller commits any breach of the terms of the Agreement, HESCOM shall serve a written notice specifying the breach and calling upon the seller to remedy/rectify the same within 30 (thirty) days or at such other period and at the expiry of 30 (Thirty) days or such other period from the delivery of the notice, Karnataka Electricity Regulatory Commission page 5 HESCOM may terminate the agreement by delivering the termination notice, if the seller falls to remedy/ rectify.

9.4 Upon termination of this Agreement, seller shall disconnect the SRTPV system from the distribution system and intimate the same to HESCOM .

10. Dispute Resolution: All the disputes between the parties arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation . The parties shall resolve the dispute in good faith and in equitable manner. In case of failure to resolve the dispute, either of the parties may approach the appropriate forum of law.

IN WITNESS WHEREOF, the Seller and the HESCOM have entered into this Agreement executed on the date and year first set forth above.

ಬ. ಸ್ಥಾವರ ಸಂಖ್ಯೆ: AAEH14129 ರ ವಿದ್ಯುತ ಖರೀದಿ ಒಪ್ಪಂದ: This power purchase agreement is entered into at (place) Belagavi on this 08 Aug-2017 between Hubli Electricity Supply Company Limited (HESCOM), a Government of karnataka undertaking a company formed and incorporated in India under the Companies Act-1956, with its registered office located at HUBLI Karnataka State, herein referred to as the "HESCOM", ( which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) party of the first part represented by Asst Executive Engineer.

AND

MR.ASHOK D ADYAPAK the consumer of HESCOM residing at (address) 1568/1 Aditi Apartment Maruti Galli, Belagavi. Hereinafter referred to as the " Seller" (which Expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as party of the second part.

Whereas,

- The Seller intends to connect and operate the Solar Roof Top Photo Voltaic (SRTPV) system with ESCOM's HT/LT Distribution system for sale of Solar Power to HESCOM in terms of the Karnataka Electricity Regulatory Commission (KEREC) order No.s/03/01/2013 or as amended from time to time.

- b. The Seller intends to install a SRTPV system of 6 kwp capacity on the rooftop of the premises situated at 1568/1 Aditi Apartment Maruti Galli Belagavi and connected to electricity service connection bearing number (RR No) **AAEH14129** AND ACCOUNT ID NO 5804873000 in the same premises under CSD 1Sub-Division of HESCOM BELGAVI.
- c. The Seller intends to sell net energy exported from the SRTPV system to HESCOM as recorded in the bi-directional meter installed in the seller's premises, from the date of commissioning of the SRTPV system.
- d. HESCOM intends to purchase net energy exported by such SRTPV system at the tariff determined by the KERC.

Now therefore, in consideration of the foregoing premises the parties hereto, intending to be legally bound hereby agree as under:

### **1. Technical and Interconnection Requirements:**

Seller shall ensure his SRTPV system complies with the following technical and interconnection requirement and shall:

- 1.1 Comply with the standards and conditions in respect of integrating the SRTPV system with the grid/ distribution system.
- 1.2 Connect the SRTPV system to HESCOM's distribution system and shall be bound by requirements of state Grid and distribution code as amended from time to time.
- 1.3 Install, prior to connection of SRTPV system to HESCOM's distribution system, a Inverter with an automatic inbuilt isolation devise.
- 1.4 Provide external manual isolation mechanism with suitable locking facility so that SRTPV system will back-feed into the HESCOM's network in case of power outage of the HESCOM's distribution system, and it shall be accessible for HESCOM to operate, of required, during maintenance/ emergency conditions.
- 1.5 Install all the equipment of SRTPV system compliant with relevant International (IEEE/IEC) and Indian standards (BIS).
- 1.6 SRTPV system shall be designed, engineered and constructed and operated by the seller or on his behalf with reasonable diligence subject to all applicable Indian laws, Regulations as amended from time to time and orders having the force of law.
- 1.7 Adhere to the following power quality measures as per the International and Indian standards and/or such other measures stipulated by KERC/HESCOM:
  - A. Harmonic current: Harmonic current injections from a generation unit shall not exceed the limits specified in IEEE 519.
  - B. Voltage at the injection point should be in the operating range of 80% to 110% of the nominal connected voltage.
  - C. Flicker: Operation of Photovoltaic system shouldn't cause voltage flicker in excess of the limits stated in the relevant sections of IEC standards or other equivalent Indian standards, if any.
  - D. Frequency: when the Distribution system frequency deviates outside the specified conditions (50.05Hz on upper side and 47.5Hz on lower side), the SRTPV system shall shift to island mode.
  - E. DC injection: photovoltaic system should not inject DC power more than 0.5% of full rated output at the interconnection point or 1% of rated inverter output current into distribution system under any operating conditions.
  - F. Power Factor: While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 shall be maintained.
- 1.8 The SRTPV system in the event of voltage or frequency variations must island/disconnect itself as per IEC standards within the stipulated period.

### **2. Safety:**

The seller shall comply with the following safety measures:

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ನೋಂದಾಯಿತ ಕಛೇರಿ : ನಿಗಮ ಕಛೇರಿ, ಹು.ವಿ.ಸ.ಕಂ.ನಿ., ನವನಗರ, ಕಿ.ಐ. ರಸ್ತೆ, ಹುಬ್ಬಳ್ಳಿ-580 025.

- 2.1 The seller shall comply with the Central Electricity Authority ( Measures Relating to Safety and Electricity Supply) Regulations 2010.
- 2.2 The seller shall ensure that, the design, installation, maintenance and operation of the SRTPV system are in a manner conducive to the safety of the SRTPV system as well as the HESCOM's distribution system.
- 2.3 If the Seller's SRTPV system either causes damage to and/or produces adverse effects on the other consumers' of HESCOM's assets, seller will disconnect SRTPV system immediately from the distribution system by himself or upon directions from the HESCOM and rectify the same at his own cost before reconnection.

### 3. Clearances and Approvals:

The Seller shall obtain HESCOM's and other statutory approvals and clearances before connecting the SRTPV system to the distribution system.

### 4. Access and Disconnection

- 4.1 HESCOM shall have access to metering equipment and disconnection device of SRTPV system, both automatic and manual, at all times.
- 4.2 In emergency or outage situation, where there is no access to a disconnecting device either automatic or manual, the HESCOM shall have the right to disconnect power supply to the premise.

### 5. Liabilities

The Seller Shall be solely responsible for availing any fiscal or other incentive provided by the state/Central government, at his own expenses.

### 6. Commercial Settlement

- a. The HESCOM shall pay for the net metered energy at Rs.7.08 per kwh as determined by the KERC for the term of the agreement.
- b. The Seller shall pay the Electricity tax and other statutory levies, pertaining to SRTPV generation, as may be levied from time to time.
- c. The seller shall not have claim for compensation, if the Solar power generated by his SRTPV system could not be absorbed by the distribution system due to failure of power supply in the grid/distribution system for the reasons, such as line clear, load shedding and line faults, whatsoever.

### 7. Metering:

- 7.1 The parties shall arrange to shift the existing meter to the generation side of SRTPV to measure solar power generation and install Bi-directional meter (whole current/CT Operated) for recording export and import of energy at the point of interconnection to the distribution system. The bi directional meter shall comply with the Central Electricity Authority (Installation and operation of meters) Regulations, 2006 and shall have the following features:
  - i. Separate registers for recording export and import energy with facility to download by Meter Reading Instrument(MRI).
  - ii. KVA, kw and KVAR measuring registers for both import and export.
  - iii. Meter shall have RS232 (or higher) communication optical port /Radio Frequency (RF) port to support Automatic Meter Reading (AMR).

- 7.2 The seller shall install the meter of SRTPV system and bi directional meter in separate meter boxes in the same proximity or at a suitable place in the premises accessible for the purpose of recording the reading whenever necessary.

### 8. BILLING AND PAYMENT:

- 8.1 HESCOM shall issue monthly electricity bill for the net metered energy on the scheduled date of meter reading.

- 8.2 In case, the exported energy is more than the imported energy, HESCOM shall pay for the net energy exported as per Tariff agreed in this agreement within 30 days of issue of bills duly adjusting the fixed charges and electricity duty if any.
- 8.3 In case, the exported energy is less than the imported energy, the seller shall pay HESCOM for the net imported energy as per the prevailing retail supply tariff determined by the Commission from time to time.
- 8.4 HESCOM shall pay interest at the same rates as is being levied on the consumers for late payment charges in case of any delay in payment for the net energy exported beyond 30 (thirty) days period from the date of issue of bill.

Explanation: Net metered energy means the difference of meter readings of energy injected by the SRTPV system into the grid (export ) and the energy drawn from the grid for use by the seller (import) recorded in the bi-directional meter.

### 9. Term and Termination of the Agreement

- 9.1 This agreement shall be in force for a period of 25 years from the date of commissioning of the SRTPV system unless terminated otherwise as provided here under.
- 9.2 The seller shall have the right to terminate this agreement at any time by serving a written notice 60 (sixty) days in advance to HESCOM.
- 9.3 If the seller commits any breach of the terms of the Agreement, HESCOM shall serve a written notice specifying the breach and calling upon the seller to remedy/rectify the same within 30 (thirty) days or at such other period and at the expiry of 30 (Thirty) days or such other period from the delivery of the notice, Karnataka Electricity Regulatory Commission page 5 HESCOM may terminate the agreement by delivering the termination notice, if the seller fails to remedy/ rectify.
- 9.4 Upon termination of this Agreement, seller shall disconnect the SRTPV system from the distribution system and intimate the same to HESCOM .

### 10. Dispute Resolution:

All the disputes between the parties arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation . The parties shall resolve the dispute in good faith and in equitable manner. In case of failure to resolve the dispute, either of the parties may approach the appropriate forum of law.

IN WITNESS WHEREOF, the Seller and the HESCOM have entered into this Agreement executed on the date and year first set forth above.

### ವೇದಿಕೆಯ ಅಭಿಪ್ರಾಯ:

ವೇದಿಕೆಯ, ಆಯೋಗದಿಂದ ನಿಯೋಜಿತ ಸದ್ಯಸರಾದ ಶ್ರೀ ಸುನೀಲ ಸಾನಿಕೋಪ್ಪ, ವಕೀಲರು, ಬೆಳಗಾವಿ ಇವರು ಈ ಕೆಳಗಿನಂತೆ ಅಭಿಪ್ರಾಯವನ್ನು ನೀಡಿರುತ್ತಾರೆ:(ಸದರಿಯವರ ಅಭಿಪ್ರಾಯದ ಪ್ರತಿಯನ್ನು ಲಗತ್ತಿಸಿದೆ)

- 1) The term consumer as referred to in PPA has restricted meaning so far as to consumption of power supplied by HESCOM-Agency is concerned and same does not extend to the complainant who in turn supplying power to the HESCOM.
- 2) This aspect is evident from the clause (g) of Regulation 2 of KERC [CGRF & OMBUDSMAN] REGULATIONS 2004. This clause defines "Complaint" as any grievance made by a consumer "with regard to supply of electricity by the licensee".....

Thus, CGRF has jurisdiction over the grievances made by the consumers only with regard to supply of electricity by HESCOM and same does not extend with regard to the supply of electricity by Complainant to the HESCOM.

This aspect further made clear at Regulation 6.1 of KERC [CGRF & OMBUDSMAN] REGULATIONS 2004 which reads as "..... relating to distribution and supply of power issued by the commission...."

Thus, the grievance of present complainant who has approached this forum with a grievance not regarding supply electricity by HESCOM but regarding tariff amount payable by HESCOM for the power supplied by the complainant does not come within purview of CGRF jurisdiction.

Therefore, CGRF is not having jurisdiction over the subject matter mentioned by the complainant in his complaint. The nature of contract under PPA is commercial contract and the complainant has not quantified the claim in terms of money. In view of establishment of commercial courts specially dealing with commercial disputes and disputes arising out of commercial contracts, and the pecuniary jurisdiction of Commercial courts has been brought down to 3lakhs rupees, if the complainant has claim of Rs.3 lakhs or above, the complainant may approach Commercial Court and if the claim is less than 3 lakh rupees then complainant may approach competent civil court.

For these reasons, the complaint of the complainant is liable to be returned for want of jurisdiction and hence the CGRF hereby decides to return the complaint to the Complainant without making any orders on merits of the case with a liberty to the complainant to approach the competent court of law as observed above.

ದೂರುದಾರರು ಸಲ್ಲಿಸಿರುವ ದೂರಿನ ಕುರಿತು, ದೂರುದಾರರು ಹಾಗೂ ಪ್ರತಿವಾದಿ ಸಲ್ಲಿಸಿರುವ ಲಿಖಿತ ದಾವೆಯನ್ನು, ಕೆ ಇ ಆರ್ ಸಿ ಆದೇಶ ಹಾಗೂ ಇತರೆ ದಾಖಲೆಗಳನ್ನು ಅವಲೋಕಿಸಲಾಗಿ, ವೇದಿಕೆ ಇನ್ನೂಕೂಡ ಸದ್ಯಸರ ಅಭಿಪ್ರಾಯ ಈ ಕೆಳಗಿನಂತೆ ಇರುತ್ತದೆ:

- ಪೀಠಿಕೆ ಕ್ರಮ ಸಂಖ್ಯೆ (5)(ಅ)&(ಬ) ರಲ್ಲಿ #1568/1 ಮಾರುತಿ ಗಲ್ಲಿ, ಬೆಳಗಾವದಲ್ಲಿರುವ ವಾಣಿಜ್ಯ ಮತ್ತು ಗೃಹೋಪಯೋಗಿ ಒಂದೇ ಕಟ್ಟಡದ ಮೇಲ್ಭಾಗದ ಮೇಲೆ ಎರಡು ಸಂಖ್ಯೆ ಮೇಲ್ಭಾಗದ ಸೌರ ವಿದ್ಯುತ ಉತ್ಪಾದನಾ ಘಟಕಕ್ಕಾಗಿ, ದಿನಾಂಕ: 20.04.2017 (ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & ಸಾಮರ್ಥ್ಯ:10KW) ಹಾಗೂ 16.08.2017 (ಸ್ಥಾವರ ಸಂಖ್ಯೆ: AAEH14129 & ಸಾಮರ್ಥ್ಯ:6KW) ರಂದು, ಪ್ರತಿವಾದಿ-1 ಇವರ ಜೊತೆಗೆ ದೂರುದಾರರು ದ್ವಿಪಕ್ಷಿಯ ವಿದ್ಯುತ ಖರೀದಿ ಒಪ್ಪಂದ ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ.
- ದಿನಾಂಕ:25.09.2017 ಮತ್ತು 30.11.2017 ರಂದು ಪ್ರತಿವಾದಿ-1 ಇವರು ಕ್ರಮೇಣವಾಗಿ, ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & AAEH14129 ಗಳಿಗೆ ಮೇಲ್ಭಾಗದ ಸೌರ ವಿದ್ಯುತ ಉತ್ಪಾದನಾ ಘಟಕದ ಆರಂಭದ ಹಾಗೂ ಸಿಕ್ರೋನೈಸೇಷನ್ ದೃಢೀಕರಣವನ್ನು ನೀಡಿರುತ್ತಾರೆ.
- ದೂರುದಾರರ ಲಿಖಿತ ಹೇಳಿಕೆಯಲ್ಲಿ ಕೆ.ಇ.ಆರ್.ಸಿ ಯು ಜಕಾತಿ ದರವನ್ನು ನಿರ್ಧರಿಸುವ ಹಕ್ಕನ್ನು ಹೊಂದಿರುವುದಿಲ್ಲ, ಎಂದು ಮಂಡಿಸಿರುತ್ತಾರೆ. ಆದರೆ, ವೇದಿಕೆಯು ಈ ಹೇಳಿಕೆಯನ್ನು ಒಪ್ಪುವುದಿಲ್ಲ. ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ:ಇನ್ 21 ವಿಎಸ್‌ಸಿ 2014 ದಿನಾಂಕ:22.05.2014 ರ ಕ್ರ ಸಂ:08 ರ Segment2: ರಲ್ಲಿ "The GOK shall promote grid connected solar rooftop project on public building, domestic, commercial and industrial establishments through net metering and gross metering methods based on tariff orders issued by KERC from time to time." ಕಾರಣ, ಕೆ.ಇ.ಆರ್.ಸಿ ಯು ನಿರ್ಧರಿಸುವ ಜಕಾತಿ ದರದಲ್ಲಿ ಮಾತ್ರ ವಿದ್ಯುತ ಖರೀದಿ

ಒಪ್ಪಂದಗಳನ್ನು ಮಾಡಲಾಗುವುದು ಮತ್ತು ಆ ದರದಲ್ಲಿ ಬಿಲ್ಲುಗಳನ್ನು ಪಾವತಿಮಾಡಲಾಗುವುದು ಎಂದು ಈ ವೇದಿಕೆ ಅಭಿಪ್ರಾಯ ಪಡುತ್ತದೆ.

- ಪ್ರತಿವಾದಿಗಳು ತಮ್ಮ ಲಿಖಿತ ಹೇಳಿಕೆಯಲ್ಲಿ ದೂರುದಾರರು ಖರೀದಿ ಒಪ್ಪಂದ ಮಾಡಿಕೊಂಡಿರುವುದರಿಂದ, ದೂರುದಾರರು ಗ್ರಾಹಕರು ಆಗುವುದಿಲ್ಲ, ಆದ್ದರಿಂದ, ಅವರಿಗೆ ಈ ವೇದಿಕೆಗೆ ದೂರು ನೀಡಲು ಅವಕಾಶವಿರುವುದಿಲ್ಲ, ಎಂದು ಮಂಡಿಸಿರುವುದನ್ನು, ಈ ವೇದಿಕೆ ಒಪ್ಪುವುದಿಲ್ಲ. ಕಾರಣ, ಪ್ರಸ್ತುತ, ನೊಂದಾಯಿತ ಗ್ರಾಹಕರಿಗೆ ಮಾತ್ರ ಮೇಲ್ವಿಚಾರಣೆಯ ಮೇಲೆ ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪಾದನಾ ಘಟಕಗಳನ್ನು ಸ್ಥಾಪಿಸಲು ಅವಕಾಶವಿರುತ್ತದೆ. ಆದ್ದರಿಂದ, ಇವರು ಹುವಿಸಕಂನಿಯ ಗ್ರಾಹಕರು ಆಗಿರುತ್ತಾರೆ ಹಾಗೂ ಈ ವೇದಿಕೆಯಲ್ಲಿ ದೂರು ದಾಖಲಿಸಲು ಅರ್ಹರಿರುತ್ತಾರೆ.
- ದೂರುದಾರರು, ಕೆ.ಇ.ಆರ್.ಸಿ. ಗೆ ಹೊಸದಾಗಿ ಘಟಕ ಸ್ಥಾಪಿಸುವಾಗ ಮಾತ್ರ ದರ ನಿಗದಿ ಪಡಿಸುವ ಅಧಿಕಾರವಿದ್ದು, ಹಾಲಿ ಸ್ಥಾಪಿಸಿದ ಘಟಕಗಳ ದರ ಬದಲಾವಣೆ ಮಾಡುವ ಅಧಿಕಾರವಿಲ್ಲ ಎಂದು ಮಂಡಿಸಿರುತ್ತಾರೆ, ಆದರೆ, ಪೀಠಿಕೆ ಕ್ರಮ ಸಂಖ್ಯೆ(4) ರಲ್ಲಿ ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ನಿಯಂತ್ರಣಾ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು, ಇವರ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/1 ದಿನಾಂಕ:15.09.2017 ರಲ್ಲಿ ಈ ಒಂದೇ ಮೇಲ್ವಿಚಾರಣೆಯ ಮೇಲೆ ಒಂದಕ್ಕಿಂತ ಹೆಚ್ಚಿಗೆ ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪಾದನಾ ಘಟಕಗಳ ಕುರಿತು ಆದೇಶವನ್ನು ಹೊರಡಿಸಿರುತ್ತಾರೆ. ಸದರಿ ಆದೇಶದ ಕ್ರ.ಸಂ.04 ರಲ್ಲಿ "To allow on net metering basis, multiple registered consumers having multiple installations in a premises having an existing SRTPV unit of a single consumer, to install multiple SRTPV units with the capacity of each such unit not exceeding the sanctioned load of the connected installation of respective registered consumer. Provided the consumer of the existing SRTPV installation agrees to cancel the existing PPA and enters into a new PPA on net metering basis with the tariff prescribed in this Order." ಹಾಗೂ ಸದರಿ ಆದೇಶದ ಕ್ರ.ಸಂ.09 ರಲ್ಲಿ "To specify that the tariff payable to the energy injected into the distribution licensee's system in all the above cases either under net metering or gross metering, shall be the latest finalised APPC rates notified by the Commission or Rs 4/- per unit whichever is less". ಆದೇಶದ ದಿನಾಂಕದಿಂದ ಅನ್ವಯಿಸುವಂತೆ, ಜಾರಿಮಾಡಿರುತ್ತಾರೆ.
- ಪೀಠಿಕೆ ಕ್ರಮ ಸಂಖ್ಯೆ (5)(ಅ)&(ಬ) ರ ದ್ವಿಪಕ್ಷಿಯ ವಿದ್ಯುತ್ ಖರೀದಿ ಒಪ್ಪಂದ ಪ್ಯಾರಾ(a)ರಲ್ಲಿ "The Seller intends to connect and operate the Solar Roof Top Photo Voltaic (SRTPV) system with ESCOM's HT/LT Distribution system for sale of Solar Power to HESCOM in terms of the Karnataka Electricity Regulatory Commission (KERC) order No.s/03/01/2013 or as amended from time to time." ಹಾಗೂ ಪ್ಯಾರಾ(d)ರಲ್ಲಿ "HESCOM intends to purchase net energy exported by such SRTPV system at the tariff determined by the KERC." ಎಂದು ಇರುತ್ತದೆ.

ಆದ್ದರಿಂದ, ಕರಾರು ಒಪ್ಪಂದ ಅನ್ವಯ, ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪಾದನಾ ಘಟಕದ ಆರಂಭದ ಹಾಗೂ ಸಿಕ್ರೋನೈಸೇಷನ್ ದಿನಾಂಕದಿಂದ ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ನಿಯಂತ್ರಣಾ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು, ಇವರ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/1 ದಿನಾಂಕ:15.09.2017 ರ ಆದೇಶದ ದಿನಾಂಕದ ವರೆಗೆ ರೂ:7.08/- ಪ್ರತಿ ಯುನಿಟಿಗೆ ದರದಲ್ಲಿ ಪಾವತಿಸುವುದು. ತದನಂತರದಲ್ಲಿ, ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ನಿಯಂತ್ರಣಾ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು, ಇವರ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/1 ದಿನಾಂಕ:15.09.2017 ರ ಆದೇಶದಂತೆ, ಆದೇಶದ ದಿನಾಂಕದಿಂದ the latest finalised APPC rates notified by the Commission or Rs 4/- per unit whichever is less ದರದನ್ವಯ ಪಾವತಿಸಲು, ಈ ವೇದಿಕೆ, ಅಭಿಪ್ರಾಯ ಪಡುತ್ತದೆ.

ದೂರಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಎಲ್ಲಾ ದಾಖಲೆಗಳನ್ನು ಕೂಲಂಕುಷವಾಗಿ ಪರಿಶೀಲಿಸಿ, ಈ ಕೆಳಗಿನಂತೆ ಆದೇಶ ಹೋರಡಿಸಲಾಗಿದೆ.

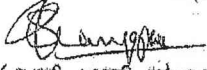
ಆದೇಶ ಸಂಖ್ಯೆ:ಬೆ/ಗ್ರಾವೆ/ಅಇಂ(ವಿ)/ಉಲೆನಿ/ಹಿಸ-2/2019-20:

ದಿನಾಂಕ:

5383-87

23 SEP 2019

ಸ್ಥಾವರ ಸಂಖ್ಯೆ: ACL14127 & AAEH14129ಗಳ ಸೌರ ವಿದ್ಯುತ್ ಉತ್ಪಾದನಾ ಘಟಕಗಳಿಗೆ, ಘಟಕದ ಆರಂಭದ ಹಾಗೂ ಸಿಕ್ರೋನ್ಯೋಸೇಸನ್ ದಿನಾಂಕದಿಂದ ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ನಿಯಂತ್ರಣಾ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು, ಇವರ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/1 ದಿನಾಂಕ:15.09.2017 ರ ಆದೇಶದ ದಿನಾಂಕದ ವರೆಗೆ, ಅಂದರೆ, ದಿನಾಂಕ:14.09.2017 ರ ವರೆಗೆ ಪ್ರತಿ ಯುನಿಟಿಗೆ ರೂ:7.08/- (ಏಳೂ ರೂಪಾಯಿ ಏಂಟು ಪೈಸೆ) ರ ದರದಲ್ಲಿ ಪಾವತಿಸುವುದು, ತದನಂತರದಲ್ಲಿ, ಕರ್ನಾಟಕ ವಿದ್ಯುತ್ ನಿಯಂತ್ರಣಾ ಪ್ರಾಧಿಕಾರ, ಬೆಂಗಳೂರು, ಇವರ ಆದೇಶ ಸಂಖ್ಯೆ:ಎಸ್/03/1 ದಿನಾಂಕ:15.09.2017 ರ ಆದೇಶದಂತೆ, ಆದೇಶದ ದಿನಾಂಕದಿಂದ, ಅಂದರೆ, ದಿನಾಂಕ:15.09.2017 ರಿಂದ The latest finalised APPC rates notified by the Commission or Rs 4/- per unit whichever is less ದರದನ್ವಯ ಪಾವತಿಸಲು ಈ ಮೂಲಕ ಆದೇಶಿಸಲಾಗಿದೆ.



(ಎಸ್ ಆರ್ ಮಂಜಪ್ಪ)

ಉಪಲಕ್ಷ ನಿಯಂತ್ರಣಾಧಿಕಾರಿ  
ಹಾಗೂ ಗ್ರಾಕುಂಕೊನಿವೇ ಸದಸ್ಯರು  
ಕಾ & ಪಾ ವೃತ್ತ, ಬೆಳಗಾವಿ.

(ಸುನೀಲ ಸಾಣಿಕೊಪ್ಪ)

ಆಯೋಗದಿಂದ ನಿಯೋಜಿಸಲಾದ  
ಸದಸ್ಯರು.

(ಗಿರಿಧರ ಕುಲಕರ್ಣಿ)

ಅಧೀಕ್ಷಕ ಇಂಜಿನಿಯರ(ವಿ)  
ಕಾ & ಪಾ ವೃತ್ತ, ಹೆಸ್ಕಾಂ, ಬೆಳಗಾವಿ  
ಹಾಗೂ ಅಧ್ಯಕ್ಷರು, ಬೆಳಗಾವಿ ಜಿಲ್ಲೆ,  
ಗ್ರಾ.ಕುಂ.ಕೊ.ನಿ.ವೇದಿಕೆ.

ಗೆ,

ಶ್ರೀ ಅಶೋಕ ದತ್ತಾತ್ರಯ ಅಧ್ಯಾಪಕ,

(R.R.NO: ACL14127 & AAEH14129)

#629, 1ನೇ ಮುಖ್ಯ ರಸ್ತೆ, 6ನೇ ಅಡ್ಡ ರಸ್ತೆ,

ಕುಮಾರಸ್ವಾಮಿ ಬಡಾವಣೆ(ಪೂರ್ವ), ಬೆಳಗಾವಿ.

"ನೊಂದಣಿ ಅಂಚೆ ಮುಖಾಂತರ"

ಪ್ರತಿ:

1. ಮುಖ್ಯ ಇಂಜಿನಿಯರ(ವಿ), ಬೆಳಗಾವಿ ವಲಯ, ಹುವಿಸಕಂನಿ., ಬೆಳಗಾವಿ.
2. ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು(ಆ&ಮಾಸಂಅ) / (ತಾಂತ್ರಿಕ), ನಿಗಮ ಕಛೇರಿ, ಹುವಿಸಕಂನಿ, ಹುಬ್ಬಳ್ಳಿ.
3. ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ನಗರ ವಿಭಾಗ, ಹುವಿಸಕಂನಿ., ಬೆಳಗಾವಿ ಇವರಿಗೆ ಮಾಹಿತಿಗಾಗಿ. ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ.
4. ಸಹಾಯಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ(ವಿ), ಕಾ ಮತ್ತು ಪಾ ನಗರ ಉಪ ವಿಭಾಗ-1, ಹುವಿಸಕಂನಿ., ಬೆಳಗಾವಿ ಇವರಿಗೆ ಮಾಹಿತಿಗಾಗಿ ಹಾಗೂ ಸೂಕ್ತ ಕ್ರಮಕ್ಕಾಗಿ.
5. ಮಹಾ ಕಡತ