

**CONSUMER GRIEVANCES REDRESSAL FORUM**  
**SOUTHERN POWER DISTRIBUTION COMPANY OF A.P LIMITED,**  
**TIRUPATI**

**This the 20<sup>th</sup> day of February' 2024**

**C.G.No.56/2023-24/Tirupati Circle**

**CHAIRPERSON**            **Sri. V. Srinivasa Anjaneya Murthy**  
   **Former Principal District Judge**

**Members Present**

<b>Sri. K. Ramamohan Rao</b>	<b>Member (Finance)</b>
<b>Sri. S.L. Anjani Kumar</b>	<b>Member (Technical)</b>

***Between***

A. Ramamohan Reddy, D.No. 6-8-1237,  
NGOs Colony, K.T. Road, Tirupati.-517 507 Complainant

***AND***

1. Assistant Accounts Officer/Tirupati-I  
2. Executive Engineer/O/Tirupati  
3. Chief General Manager/R&IA/APSPDCL/Tirupati  
4. Senior Accounts Officer/O/Tirupati Respondents

This complaint came up for final hearing before this Forum through video conferencing on 02.02.2024 in the presence of the complainant and respondents and having considered the complaint and submissions of both the parties, this Forum passed the following:

**ORDER**

01. The complainant filed the complaint during the Vidyut Adalat conducted on 09.11.2023 at Tirupati stating that he is having net metering facility under solar policy for his domestic service SC.No. 5523400049358, that the APSPDCL represented by the respondents not settled his account as

per the policy agreement entered between him and the APSPDCL, that the respondents made billing errors and there is threat of disconnection of the service connection from the respondents and thereby requested to direct the respondents for settlement of his account in accordance with the agreement entered with APSPDCL.

02. The said complaint was registered as C.G.No.56/2023-24 and notices were issued to the respondents calling for their response. The respondents submitted their response stating that LT service connection SC.No. 5523400049358 in favour of the complainant was released on 11.05.1992 under Category-I with a contracted load of 05.32 KW, that a roof solar power plant with a capacity of 03.0 KW under solar net metering facility was installed in his premises on 24.09.2014 under Solar Policy, 2012, that the complainant further installed additional 02.0 KW capacity on 13.10.2016 to the existing 03.0 KW roof top solar plant and thus the total capacity of the said solar plant is 05.0 KW, that the settlement of surplus solar export units was made at regular intervals according to the Solar Policy, 2012 upto March'2023, that under G.O.Ms. No.27 dt: 19.06.2013 the surplus energy injected by solar roof top shall be considered for payment by concerned AP DISCOMs at pooled cost as may be decided by the Hon'ble APERC for that year and the payment of pooled cost will be



made effective for a period of 07 years from the date of establishment of such SPV plant and the settlement of registered surplus energy will be carried out on half yearly basis. They further submit that as per the said guidelines issued under the said G.O.Ms.No.27 the settlement of surplus energy in respect of LT service connection of the complainant was limited for 07 years i.e. from 24.09.2014/the date of installation of roof top solar plant till 23.09.2021/the date of end of 07 years period and accordingly they communicated a letter demanding the complainant for payment of Rs.28,941/- for the period from 23.09.2021 to 17.11.2023 which includes excess settlement done even after completion of 07 years of solar operative period and they have done the settlement properly in time and there is no pending settlement to the complainant. Thus, the respondents requested to dismiss the complaint.

03. Heard both the parties through video conferencing. The complainant filed memo of arguments. No documents are marked for the complainant. Exs.R1 to R3 are marked for the respondents.
04. Now the point for determination is:

*“Whether the complainant is entitled for settlement of surplus energy over and above 07 (seven) years period as prayed for”?*





05. Point: Admittedly, the complainant obtained LT SC.No.5523400049358 on 11.05.1992 under Category-I for contracted load of 05.32 KW and on 24.09.2014 the complainant installed roof top solar power plant with a capacity of 03.0 KW under solar net metering facility by entering into an agreement dt:24.09.2014 with APSPDCL. It is also an admitted fact that the complainant further installed additional 02.0 KW capacity on 13.10.2016 to the existing 03.0 KW roof top solar plant and thus totaling to capacity of 05.0 KW.

06. According to the respondents certain guidelines were issued under Solar Policy, 2012 vide G.O.Ms.No.27 Dt: 19.06.2013 with regard to settlement of surplus solar units and the same are reproduced hereunder for better understanding:

- (i) The surplus energy injected by Solar Roof Top/Small Solar PV Generator shall be considered for payment by concerned APDISCOMs at pooled cost as may be decided by the Hon'ble APERC for that year.
- (ii) The payment of pooled cost will be made effective for a period of 07 years from the date of establishment of such SPV Plant.
- (iii) The settlement of registered surplus energy will be carried out on a half yearly basis.



07. The respondents contend that as per the guidelines referred supra in the cited G.O.Ms.No.27, the settlement of surplus energy in respect of LT Sc.No.5523400049358 of the complainant shall be limited upto 23.09.2021 since the *roof top solar plant was installed on 24.09.2014 and the effective period of 07 years was completed on 23.09.2021* and accordingly they communicated a letter to the complainant for payment of Rs.28,941/-for the period from 23.09.2021 to 17.11.2023 which includes excess settlement done even after completion of solar operative period of 07 years by oversight. The respondents further submit that as per the clarification issued from IPC wing *vide Ex.R1*, the payment of pooled cost will be made effective for a period of 07 years from the date of establishment of such SPV plant.
08. On the otherhand, the complainant contend that the respondents did not make settlements promptly and if really they made the settlements, they should provide settlement calculation sheet and in the absence of producing the same, the respondents cannot claim that they have done the settlement. It is the further contention of the complainant that he is entitled for settlement for 20 years as per the agreement.



09. We have considered the submissions of both the parties carefully. As per Ex.R3/G.O.Ms.No.27, the payment of pooled cost will be made effective for a period of 07 years from the date of establishment of such Solar Power Plant which means in the case on hand the complainant is entitled for settlement for a period of 07 years from September'2014 in which month he established 03.0 KW capacity solar plant till September'2021 and not beyond that period. The respondents submitted Ex.R2 unit statement from Septemebr'2014 to December'2023 in respect of the roof top solar plant of the complainant. This Ex.R2 clearly shows that the respondents done the settlement from the date of installation of solar plant till the expiration of 07 years period.
10. In view of Ex.R3/G.O.Ms. No.27 it is very clear that the complainant is entitled to settlement of excess/surplus energy injected into the grid for a period of 07 years only from September'2014 in which he established 03.0 KW capacity solar plant. In Ex.R3/G.O.Ms.No.27 there was no mention that the complainant is entitled for payment for excess/surplus energy injected into the grid for a period of 20 years as claimed by him. In the said G.O it was clearly mentioned that the payment of pooled cost will be made effective for a period of 07 years





from the date of establishment of solar plant. If really the said period is 20 years instead of 07 years, it should have been specifically mentioned in Ex.R3/G.O.Ms.No.27 basing on which only, the agreement was entered into by the complainant with APSPDCL. Hence, the agreement entered into by the complainant is subject to Ex.R3/G.O.Ms.No.27 order and both the parties to the agreement shall abide to Ex.R3 order. Hence, the contention of the complainant that he is entitled for settlement for 20 years from September, 2014 is not correct.

11. From the aforesaid discussion, we have no hesitation to hold that the complainant is not entitled for settlement of any excess/surplus energy injected into the grid beyond the period of 07 years from the date of establishment of roof top solar plant and in the case on hand record shows that the said 07 years period was expired in September 2021 and the respondents have made settlement till that date properly and this complaint is devoid of merits and is liable to be dismissed.
12. In the result, the complaint is dismissed. No order as to costs.
13. The complainant is informed that if he is aggrieved by the order of the Forum, he may approach the Vidyut Ombudsman, 3<sup>rd</sup> Floor, Plot.No.38,



Adjacent to Kesineni Admin Office, Sriramachandra Nagar, Mahanadu Road, Vijayawada-08 in terms of Clause.13 of Regulation.No.3 of 2016 of Hon'ble APERC within 30 days from the date of receipt of this order and the prescribed format is available in the website vidyutombudsman.ap.gov.in.

Typed to dictation by the computer operator-2 corrected and pronounced in the open Forum on this 20<sup>th</sup> day of February'2024.

*20/02/2024*  
CHAIRPERSON

*20/2/2024*  
Member (Finance)

*20/2*  
Member (Technical)

**Documents marked**

**For the complainant: Nil**

**For the respondents:**

**Ex.R1: U.O.Note No. CGM/RAC& IPC/GM/IPC/EE/JE/F.SRT/D.No. 88/24 Dt: 27.01.2024.**

**Ex.R2: Unit statement from September'2014 to December'2023.**

**Ex.R3: G.O.Ms.No.27 Energy (RES-A1) department Dt.19.06.2013.**

**Copy to the**

**Complainant and All the Respondents**

*20/2/2024*



**Copy Submitted to**

**The Chairman & Managing Director/Corporate  
Office/APSPDCL/ Tirupati.**

**The Vidyut Ombudsman, 3<sup>rd</sup> Floor, Plot  
No.38, Sriramachandra Nagar, Vijayawada-08.**

**The Secretary/Hon'ble APERC/Hyderabad-04.**

**The Stock file.**

