



TAMIL NADU ELECTRICITY OMBUDSMAN

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Before The Tamil Nadu Electricity Ombudsman, Chennai

Present : Thiru. S. Devarajan, Electricity Ombudsman

A.P. No. 6 of 2018

Thiru. K. Thirunavukkarasu,
166-167, Veerabadra Street,
Erode - 638 003.

..... Appellant
(Thiru. K. Tirunavukkarasu)

Vs

1) The Executive Engineer/O&M,
Urban/Erode,
Erode Electricity Distribution Circle,
TANGEDCO,
948, EVN Road, Erode-638009

2) The Assistant Executive Engineer/O&M,
Veerappan Chatram,
Erode Electricity Distribution Circle,
TANGEDCO,
D.No:47, Thirunagar colony, Samayappa Street,
Veerappan Chatram, (PO), Pin-638004.

3) The Assistant Engineer/O&M,
Veerappan Chatram,
Erode Electricity Distribution Circle,
TANGEDCO,
D.No:47, Thirunagar colony, Samayappa Street,
Veerappan Chatram, (PO), Pin-638004.

..... Respondents
(Thiur. K. Maheswaran/AEE/O&M/Veerappanchatram)

Date of hearing: 23.05.2018

Date of order : 03.10.2018

The Appeal Petition dt. 8.2.2018 filed by Thiru. K. Thirunavukkarasu, Veerabadra Street, Erode 638 003 was registered as Appeal Petition No. 9 of 2018. The above appeal petition came up for hearing before the Electricity Ombudsman on 7.6.2018. Upon perusing the Appeal Petition, Counter affidavit, written argument and the oral submission made on the hearing date from both the parties, the Electricity Ombudsman passes the following order ;

ORDER

1.0 Prayer of the Appellant:

The Appellant prayed to grant compensation for delay in installing the Bi-directional meter for his roof top solar power plant.

2.0 Brief History of the case :

2.1 The appellant applied for net metering for his roof top solar power plant on 08.12.2016. Respondents have sent a demand notice dated 21.12.2016 to pay necessary estimate charges. The appellant has paid the demanded amount on 13.01.2017, but the respondents took a long time and installed the bi-directional meter only on 09.03.2017. Since the appellant invested huge amount to install solar power plant, he filed a petition before the CGRF to award compensation for delay in providing net metering. CGRF of Erode EDC has issued its order on 09.01.2018. Aggrieved by the order, the appellant has preferred an appeal against the CGRF Order.

3.0 Orders of the CGRF :

3.1 The CGRF of Erode Electricity Distribution Circle issued its order on 9.1.2018. The order of the CGRF is extracted below :-

“கண்டுபிடிப்பு

1. மின் நுகர்வோர் திரு. K. திருநாவுக்கரசு அவர்களது மின் இணைப்பு எண்.009-001-1186, TF Vல் சோலார் பேனல் அமைத்து மின் உற்பத்தி செய்து தனது தேவைக்கு போக மீதமுள்ள மின்சாரத்தை மின் கழகத்திற்கு விற்பதற்காக Solar net metering அமைத்து தர கோரி 8.12.2016 அன்று பதிவு செய்யப்பட்டு உரிய காலத்திற்குள் feasibility report சமர்ப்பிக்கப்பட்டு 19.12.2016 அன்று உதவி செயற்பொறியாளர், வீரப்பன்சத்திரம் அவர்களால் அனுமதி வழங்கப்பட்டு 21.12.2016 மின் நுகர்வோர் கட்டணத்தை செலுத்தக் கோரி அறிவிப்பு வழங்கப்பட்டுள்ளது. நுகர்வோரும் Solar Roof Top Power Plant நிறுவியதை 12.1.2017 நாளிட்ட மனுதாரர் கடிதத்தில் தெரிவித்து 13.1.2017 அன்று கட்டணத்தை செலுத்தியுள்ளதாக கழகத்தரப்பினர் தெரிவித்தனர்.
2. மின் நுகர்வோரது தயார் நிலை பதிவு செய்த பின்பு உரிய வழிமுறையாக Bi-directional meter ஒதுக்கீட்டுக்காக தேவைப்பட்டியல் 24.1.2017 அன்று மத்திய அலுவலகத்திற்கு அனுப்பப்பட்டுள்ளது.
3. மனுதாரருடைய 23.1.2017 நாளிட்ட மனுவிற்கு உதவி பொறியாளர்/நுகர்/வீரப்பன்சத்திரம் அவர்களது 25.1.2017 நாளிட்ட கடிதத்தில் Solar net அமைக்க அனுமதி பெற்று உரிய நடவடிக்கை மேற்கொள்ளப்பட்டு மனுதாரருக்கு தகவல் தெரிவித்துள்ளார் என்பது மின் கழகத்தரப்பினர் சமர்ப்பித்த ஆவணங்களிலிருந்து தெரியவருகிறது.
4. மேற்கண்ட மின் அளவி தலைமையிடத்தில் தான் கொள்முதல் செய்யப்பட்டு பண்டகங்களுக்கு ஒதுக்கீடு பெறப்பட்டு வருகின்றது. புகாருக்கு உட்பட்ட கால கட்டத்தில் Bi-directional meter மத்திய பண்டகசாலையில் இருப்பு இல்லாததால் நிர்வாக காரணங்களாலும் bi-directional meter ஒதுக்கீடு பெற்ற 8.3.2017 அன்றே மனுதாரருடைய மின் இணைப்புக்கு ஒதுக்கப்பட்டு 9.3.2017 அன்றே பொருத்தப்பட்டுள்ளது என மின் கழகத்தரப்பினர் தங்களது நியாயத்தை எடுத்துரைத்தனர்.
5. விண்ணப்பம் பதிவு செய்த நாள் முதல் மின் அளவி பொருத்தப்பட்ட நாள் வரை எடுத்து கொண்ட காலம் என்பது எந்த அலுவலரின் தாமத நடவடிக்கையினால் அல்ல என்பதை மனுதாரரே மன்றத்தில் தெரிவித்துள்ளார்.

6. மேலும், சோலார் பேனலுக்காக Solar Meter தலைமையிடத்தில் கொள்முதல் செய்யப்படுவதாலும் மின் நுகர்வோரால் Bi-directional meter வெளிச்சந்தையில் வாங்கினாலும் அதனை பெற்று கொள்வது தொடர்பாக எவ்வித உத்தரவும் பெறப்படாத நிலையில் மின் நுகர்வோரால் கொள்முதல் செய்யப்படும் Bi-directional meterஐ மின் கழகத்தரப்பினரால் ஏற்றுக்கொள்ள இயலாது. மேலும், இழப்பீடு வழங்குவதற்கு மின் கழகத்தின் விதிகளின்படி வாய்ப்பில்லை என மன்றம் சுட்டிக்காட்டுகின்றது.

7. மேலும் மனுதாரர் மின் அளவி ஒதுக்கீடு தொடர்பாக பல அலுவலகங்களில் மனுக்கள் மூலமாகவும், நேரடியாகவும் கோரியமைக்கு அவ்வப்பொழுது விளக்கங்கள் வழங்கப்பட்டுள்ளது. இதற்கு செயற்பொறியாளர், நகரியம், ஈரோடு அவர்களது 14.09.2017 நாளிட்ட கடிதத்தில் உரிய விளக்கம் அறித்துள்ளார்.

முடிவுரை :-

மனுதாரரின் கோரிக்கை மற்றும் மின் கழகத்தரப்பினரின் பதிலுரை மற்றும் ஆவணங்களை ஆய்வு செய்ததில் மனுதாரரின் மின் இணைப்பு எண்.009-001-1186, TF Vல் Solar Roof Top Power Plant உற்பத்தி செய்யும் மின்சாரத்தை TANGEDCO ன் Grid உடன் இணைக்க Bi-directional meter அமைக்க விண்ணப்பம் பதிவு செய்த நாள் 8.12.2016 உரிய காலத்தில் அனைத்து ஒப்புதலும் வழங்கப்பட்டு Bi-directional net meter பொருத்தப்பட்டு Solar மூலம் மின் உற்பத்தியை பயன்பாட்டிற்கு கொண்டு வரப்பட்டுள்ளது. மனுதாரரின் கோரிக்கையை ஏற்க இயலாது என்பதால் மனுதாரரது மனுவை தள்ளுபடி செய்து இறுதி உத்தரவு இம்மன்றம் வழங்கப்படுகிறது.”

4.0 Contention of the Appellant :

4.1 The petitioner wanted to utilize the non-conventional energy and opted to go for Solar Power for his SC No. 009-001-1186. A registration fee of Rs.150/- has been paid and the application was registered on 08.12.2016. After paying the required charges the petitioner was waiting for connecting it and bringing the solar system to work. But despite his repeated attempts the meter was not provided and installed in time. The huge money spent on the hope of harvesting the Solar Energy and saving the expenditure could not solve the very purpose.

4.2 The petitioner went in person to meet the Tangedco officials and requested them in writing, to provide the meter. The petitioner wrote communications to the officials on 22-02-2017, 27-02-2017, 01-03-2017, 03-03-2017 and on 05-03-2017 requesting the officials to provide the meter. He had narrated in detail on the monetary loss that he was incurring.

4.3 It is pertinent to note that the TANGEDCO and its officials did not bother to give a line in reply to any of the above letters. At last the Meter was installed and the connection given to him on 09-03-2017.

4.4 The Executive Engineer/Town gave a reply vide his letter க.எண்.செ/பொ/ந/ஈ/உ.வரை/கோ.புகார்/எண்.127/2017 நாள் 14.09.2017, to the petitioner. In his reply he has stated that the meter could not be provided as there was no stock.

4.5 TANGEDCO was negligent and disinterested to keep the required stock of meters for providing to the consumer after accepting payment. It is very unfortunate that they have not given any reply to his many letters.

4.6 The petitioner had specifically mentioned that in the event of the non availability of the meter he may be permitted to buy the approved meter from market. Had he known that such delay would happen earlier, he would not have invested huge money. Without keeping the required stock the officials have collected money and he had to wait. When the payment was accepted from the consumer they are bound to provide him the meter. It is negligent on the part of the TANGEDCO that they are disinterested to keep the required stock to meet the demand. They were neither ready to provide the meter nor they did permit the consumer to buy a meter from the market.

4.7 The forum after hearing the contention gave its verdict on 09-01-2018. It is unfortunate that the forum has failed to consider the basic allegation, that

- (i) The meter was not provided to the consumer in time.
- (ii) The Tangedco has not even bothered to write a line in reply to his letters.

- (iii) Even in the written statement provided before the Consumers' Grievance Redressal Forum, the EE has not mentioned anything about the reply or information given to the petitioner. While so the verdict given by the forum states that as if the AE Town has passed information to the petitioner.
- (iv) During the case proceedings the forum members even questioned about the silence and expressed that the officials could have informed him the actual situation. It is false to state that information was given to me.
- (v) In the verdict it is admitted by the Erode TANGEDCO officials, that as 'புகாருக்கு உட்பட்ட கால கட்டத்தில் Bi-directional meter மத்திய பண்டக சாலையில் இருப்பு இல்லாததால் நிர்வாக காரணங்களாலும் Bi-directional meter ஒதுக்கீடு பெற்ற. . . . '
- (vi) It is false to state that the petitioner had stated that it was not the fault of any official. He has never stated like that. As there was no reply or communication he suspected that the delay is being willfully done to make him pay bribe. In fact the petitioner has written to the Vigilance department in this regard.
- (vii) The finding written in the order is far from the truth. The Tangedco/Erode has never explained or replied to his repeated efforts asking for the meter. The reply was given only on 14-09-2017 that to after the matter was taken to TNERC. The reply was given six months after giving connection 09-03-2017.
- (viii) The Consumers' Grievance Redressal Forum, has stated in its order that there is no provision in the rules to give compensation. The very purpose of constituting the forum would be defeated if they discard the petition stating that there is no provision in the Rules. In fact the supply code states clearly the quantum of compensation in the event of delay and failure.

4.8 Therefore I humbly pray the Hon'ble TNERC may be pleased to consider my appeal and direct the respondents jointly or severally to provide me the compensation for their negligent and deficient services. The Hon'ble Commission may be pleased to direct the respondents to pay the compensation as per the losses.

5.0 Arguments in the Counter affidavit filed by the Respondent :

5.1 திரு.கே. திருநாவுக்கரசு ஆகிய தாங்கள் 08.12.2016 அன்று நகர் வீரப்பன்சத்திரம் பிரிவிற்சூட்டப்பட்ட மின் இணைப்பு எண்.04-009-001-1186 வீதப்பட்டி LT-V மின் இணைப்பில் 6 கிவோ திறன் கொண்ட சோலார் பேனல் அமைப்பிற்கு SOLAR NET METERING கோரி 8.12.2016 அன்று விண்ணப்பம் அளித்துள்ளீர்கள். அதன் அடிப்படையில் உரிய மதிப்பீடானது 12.12.2016 அன்று உதவி செயற்பொறியாளரிடம் சமர்ப்பிக்கப்பட்டு 19.12.2016 அன்று அனுமதி அளிக்கப்பட்டு மதிப்பீட்டு தொகை செலுத்துவதற்கான அறிவிப்பு கடிதம் 21.12.2016 அன்று தங்களுக்கு வழங்கப்பட்டுள்ளது. தாங்கள் SOLAR ROOF TOP POWER PLANT நிறுவியதை 12.01.2017 நாளிட்ட தங்களது கடிதத்தின் வாயிலாக தெரிவித்துவிட்டு 13.01.2017 அன்று உரிய கட்டணத்தை செலுத்தியுள்ளீர்கள். அதன் பின்னர் உரிய Bi-directional Meter ஒதுக்கீடு செய்து தரக்கோரி அன்றே உதவி மின் பொறியாளர்/ நகர் வீரப்பன்சத்திரம் அவர்களால் தேவைக்கேட்டு அனுப்பப்பட்டது. மேலும் தங்களுடைய 23.1.2017 நாளிட்ட மனுவிற்கு 25.01.2017 நாளிட்ட கடிதத்தின் வாயிலாக அப்பொழுது நகர் வீரப்பன்சத்திரமாக பணியாற்றிய உதவி மின் பொறியாளர் அவர்களால் தங்களுக்கு பதில் தெரிவிக்கப்பட்டுள்ளது.

5.2 தாங்கள் Bi-directional Meter வழங்குவது தொடர்பாக ஏற்பட்ட காலதாமதம் குறித்தும், இழப்பீட்டுத் தொகை குறித்தும் மின் குறைதீர்ப்பாளர் சென்னை அவர்களிடம் எண்.06/2018 ஆக பதிவு செய்யப்பட்டுள்ள மேல்முறையீட்டு மனுவில் கோரப்பட்டுள்ள வினாக்களுக்கு பதிலுரை கீழ்க்கண்டவாறு தெரிவித்துக் கொள்ளப்படுகிறது.

- (i) சோலார் வகை மின் இணைப்புகளுக்கான Bi-directional Meter தலைமையிடத்திலிருந்து குறித்த காலத்தில் தரப்படாததால் உடனடியாக மின் இணைப்பு தர இயலவில்லை. மேற்படி SOLAR NET METERING Bi-directional

Meter அனைத்தும் தலைமையிடத்தில் கொள்முதல் செய்யப்பட்டு மின் பகிர்மான வட்ட பண்டக சாலைக்கு ஒதுக்கீடு செய்யப்பட்டு விண்ணப்பத்தின் முன்னுரிமை அடிப்படையில் வழங்கப்பட்டுவந்தன. அவ்வாறே தங்களுக்கம் வரிசை முறைப்படி 08.03.2017-ல் ஒதுக்கீடு செய்யப்பட்டு 09.03.2017 அன்று மின் அளவி பொருத்தப்பட்டு மின் இணைப்பு வழங்கப்பட்டது.

- (ii) தங்களது 23.01.2017 கடிதத்தின் அடிப்படையில் உதவி மின் பொறியாளர் நகர் வீரப்பன் சத்திரம் அவர்களால் 25.01.2017 நாளிட்ட கடிதத்தின் வாயிலாக உரிய நடவடிக்கை மேற்கொள்ளப்பட்டு வருகிறது என்ற விபரம் தெரிவிக்கப்பட்டுள்ளது. மேலும் 22.03.2017 தாங்கள் TNERC-க்கு தந்த கடிதம் இந்த அலுவலகத்தில் வழிமுறையாக வந்து பதில் கோரியதன் அடிப்படையில் 14.09.2017 நாளிட்ட கடிதம் வாயிலாக இவ்வலுவலகத்திலிருந்து தங்களுக்கு பதிலளிக்கப்பட்டுள்ளது என்பதை தெரிவிக்கப்படுகிறது.
- (iii) தாங்கள் விண்ணப்பம் பதிவு செய்யப்பட்டிருந்த காலகட்டத்தில் Bi-directional Meter பண்டகசாலையில் இருப்பு இல்லாத காரணத்தினால் உடனடியாக வழங்க இயலவில்லை எனவும் மின் அளவி ஒதுக்கீடு கிடைக்கப்பெற்றவுடன் மின் அளவி பொருத்தப்பட்டு மின் இணைப்பு வழங்கப்பட்டுள்ளது என்பதைத் தங்களுக்கு தெரிவித்துக் கொள்ளப்படுகிறது.
- (iv) தமிழ்நாடு மின்சார ஒழுங்குமுறை ஆணைய SUPPLY CODE-ல் SOLAR NET METERING compensation சம்பந்தமாக ஏற்படும் காலதாமதத்திற்கு இழப்பீட்டுத்தொகை வழங்குவது குறித்து எந்த ஒரு விதியும் குறிப்பிடப்படவில்லை என்பதை தங்களுக்கு அன்புடன் தெரிவித்துக் கொள்ளப்படுகிறது. மேலும் தாங்கள் அளித்துள்ள SOLAR NET METERING connection சம்பந்தமாக விண்ணப்பத்துடன் இணைத்து கொடுக்கப்பட்டுள்ள ஒப்பந்த பத்திரத்தில் குறிப்பிடப்பட்டுள்ள சரத்து 5.2-ன் படி இழப்பீடு ஏதும் வழங்க இயலாது என்பது குறிப்பிடப்பட்டுள்ளது என்பதை தங்களுக்கு அன்புடன் தெரிவித்துக் கொள்ளப்படுகிறது.

5.3 மேற்படி விபரங்களைக் கருத்தில் கொண்டு தங்களுக்கு ஏற்பட்ட காலதாமதம் வேண்டுமென்றே எதிர் மனுதாரர்களால் ஏற்படவில்லை என்றும், மேலும் எவ்விதப் பணிக்குறைபாடும் (Negligent and Deficient in service) இல்லை என்பதையும் இதன் மூலம் தங்களுக்கு அன்புடன் தெரிவித்துக் கொள்ளப்படுகிறது.

6.0 Written arguments of the petitioner :

6.1 The EE in his reply க.எண்.செபொ/ஈ/ஈமிபவ/கூ.த/மிகு.தீர்ப்பாளர்/எண்.118/நாள் 05-05-2018 has stated that they have replied on 25-01-2017, which is false.

6.2 The TANGEDCO has failed to ensure the availability of the required meter before accepting the cost of the meter. Knowing fully well that they do not have Meter at their ware house they could have at least replied him.

6.3 The EE in his reply has stated that the TNERC's Supply Code has not stated any provisions for providing compensation for the delay in supplying Solar Net Meter. Whereas the Supply Code has clearly stipulated many provisions for the shortcomings and delay in providing services. May be Solar Net meter was not put into use when the code was drafted. Using this as a disclaimer is against principles of natural justice.

6.4 The EE has stated about an agreement and its contents in 5.2. The copy of the agreement was not given to the consumer. Only after making a written request on 18-05-2018, the copy was given to him on 19-05-18. Stamp papers were procured by the appellant for the agreement. He was asked to sign the unfilled-incomplete deed on all available sides. The appellant is not that proficient in 'Legal English' to understand. The board has not opted to explain him in the language best known to him. If it is a mutual agreement then why the consumer-first-party, alone was asked to sign at all the available sides. Will that not apply to the TANGEDCO? If it is a fair agreement both the parties need to sign before each other. They need to make two sets of documents and each party has to keep one copy.

6.5 After drafting and signing the deed, out of the two original deeds, one deed ought to have been given to the first party. Whereas the Second party - TANGEDCO - JE has not handed over the same to the first party-the eligible consumer-the appellant.

6.6 More over the draft of the deed is not in the form of an agreement. It is completely one sided. The deed only states the role of eligible consumers and not anything from the side of TANGEDCO.

6.7 No proper witness has signed the deed. The witness column shows Mr. K. Tirunavukkarasu - the eligible consumer as witnesses and the Asst Engineer O&M Town as witness for TNEB, which is illegal. The deed thus becomes void.

6.8 The Para 5.2 of the agreement is against the principles of natural justice. TANGEDCO cannot force a consumer to agree to such arbitrary and capricious clauses.

6.9 The deed would apply only and when the connection/supply is given.

7.0 Hearing held by the Electricity Ombudsman:

7.1 To enable the Appellant and the Respondents to put forth their arguments in person, a hearing was conducted on 23.05.2018.

7.2 Thiru. K. Tirunavukkarasu has attended the hearing and putforth his side arguments.

7.3 Thiur. K. Maheswaran/AEE/O&M/Veerappanchatram has attended the hearing on behalf of the Respondent and putforth his side arguments.

8.0 Arguments putforth by the appellant on the hearing date:

8.1 The appellant has reiterated his arguments furnished in the appeal petition.

8.2 The appellant has stated that he opted for Solar Power for his SC No. 009-001-1186 and the same was registered on 08.12.2016. But despite his repeated attempts the meter was not provided and installed in time. The huge money spent on the hope of harvesting the Solar Energy and saving the expenditure could not solve the very purpose.

8.3 The appellant went in person to meet the Tangedco officials and requested them in writing, to provide the meter. But TANGEDCO officials did not bother to give a line in reply to any of the above letters. At last the Meter was installed and the connection was given on 09-03-2017.

8.4 The Executive Engineer/Town gave a reply vide his letter க.எண்.செ/பொ/ந/ந/உ.வரை/கோ.புகார்/எண்.127/2017 நாள் 14.09.2017, to the petitioner. In his reply he has stated that the meter could not be provided as there was no stock.

8.5 Without keeping the required stock the officials have collected money and he had to wait. When the payment was accepted from the consumer they are bound to provide him the meter. It is negligent on the part of the TANGEDCO that they are disinterested to keep the required stock to meet the demand. They were neither ready to provide the meter nor they did permit the consumer to buy a meter from the market.

- (i) The Consumers' Grievance Redressal Forum, has stated in its order that there is no provision in the rules to give compensation. The very purpose of constituting the forum would be defeated if they discard the petition stating that there is no provision in the Rules. In fact the supply code states clearly the quantum of compensation in the event of delay and failure.

9.0 Arguments putforth by the Respondent on the hearing date:

9.1 The representative of respondent has reiterated the contention furnished in the counter affidavit.

9.2 Respondent has stated that the appellant has applied for Solar net metering for his commercial SC No.009-001-1186 to 6KW Solar Panel. Based on the same AE has prepared an estimate on 12.12.2016 and got sanctioned on 19.12.2016. After sanctioning the estimate a demand notice has been sent to the appellant on 21.12.2016 to pay necessary charges. The Appellant has informed that he has installed the Solar roof top plant on 12.01.2017 and paid necessary charges on 13.01.2017

9.3 Respondent has further stated that the requirement of the Bi-directional meter has been sent to circle office. Further he stated that Bi-directional meters for solar net metering is being procured by the Head Quarters based on actual requirement. Since there was no stock at the time of appellant's request, the same was procured on 08.03.2017 and after allotment fixed on 09.03.2017.

9.4 Further the respondent has stated there is no provision to award compensation for the delay in providing Solar Net Metering in TNERC's Supply Code and DSOP Regulation. Further as per para 5.2 of Solar net metering agreement the respondents are not required to award compensation.

9.5 Respondent has stated that there is no negligent and deficiency in service on their part since there was no intentional delay in providing solar net metering.

10. Findings of the Electricity Ombudsman:

10.1 I have heard the arguments of both the appellant and the respondent. The appellant has prayed the following;

i) to grant compensation for the losses incurred by him towards delay in installing the Bi-directional meter for his roof top solar power plant.

ii) to pay compensation for not responding to his letters dated 22.02.2017, 27.02.2017, 01.03.2017 and 05.03.2017.

11. Findings on the first issue:

11.1 The consumer has requested to award compensation for delay in installing the Bi-directional meter for his roof top solar power plant. DSOP regulations prescribes time limit for various services viz. new service connection, additional load, temporary supply, shifting of service connection, transfer of service connection, change of tariff, complaints in billing, replacement of meter, interruption of supply, voltage fluctuations and complaints, rectification of voltage complaints, responding to consumer's complaints, making and keeping appointments, grievance handling and refund of deposit in respect of temporary supply. Since there is no time limit prescribed for installing Bi-directional meter for roof top solar power plant, I would like to refer Regulation 3 of Tamilnadu Electricity Distribution Standards of Performance Regulation which is given below:

"3. Quality of Service

Quality of service means providing uninterrupted, reliable electric supply at stipulated voltage and frequency, which will be the end result of its planning, designing of network, operation and service management to ensure stability in supply and prompt compliance of consumers' complaints on metering and billing. The supply with frequent power failure, fuse of calls, voltage fluctuations will not ensure continuity in supply. These factors determine the degree of satisfaction of the consumers."

11.2 On a plain reading of above regulation it is to be noted that the following factors determine the degree of satisfaction of the consumers in terms of quality of service;

- i) providing uninterrupted, reliable electric supply at stipulated voltage and frequency, which will be the end result of its planning, designing of network,
- ii) operation and service management to ensure stability in supply and
- iii) prompt compliance of consumer's complaints on metering and billing.

11.3 In the case on hand, the appellant prayed to award compensation for delay in providing bi-directional meter for his solar roof top power plant. Commission has prescribed a separate regulations for net metering, LT connectivity etc in line with Tamil Nadu Solar Energy Policy 2012. Regulation 7.8 prescribes that an application for Solar power connectivity shall be in **Form-1** and shall be submitted to the respective section officer/designated office of the distribution licensee alongwith a registration fee of Rs.100/- (Rupees one hundred only) and further states that the licensee shall acknowledge the receipt of the application. Regulation 7.9 prescribes that both the parties shall sign a net-metering connection agreement as in **Form-2**.

11.4 Form-1 is net metering connection application and requires basic details such as name of applicant, service connection number and details of solar PV plant and Form-2 is net metering connection agreement wherein the consumer and Tangedco agrees for the conditions and net-metering regulations / orders issued by the Tamilnadu Electricity Regulatory Commission. Therefore I would like to refer Form-2 (Net metering connection agreement) of Order No.3 of 2013, dated 13.11.2013 of TNERC which is reproduced below to know the terms of agreement:

“

FORM – 2

Net-metering connection agreement

This Agreement is made and entered into at (location) on this (date). . . . day of (month) between The Eligible Consumer. residing at (address) as first party AND distribution Licensee (herein after called as TANGEDCO) and having its registered office at (address) as second party of the agreement.

And whereas, the TANGEDCO agrees to benefit the eligible consumer for the electricity generated from his SPG plant of capacity watts and as per conditions of this agreement and net- metering regulations/orders issued by the Tamil Nadu Electricity Regulatory Commission.

Both the party hereby agrees to as follows :

1. Eligibility

1.1 Eligibility for net-metering has been as specified in the relevant order of the Tamil Nadu Electricity Regulatory Commission. Eligible consumer is required to be aware, in advance, of the standards and conditions his system has to meet for being integrated into grid/distribution system.

2. Technical and Interconnection Requirements :

2.1 The eligible consumer agrees that his solar generation plant and netmetering system will conform to the standards and requirements specified in the following Regulations and codes as amended from time to time.

(i) CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013

(ii) Central Electricity Authority (Installation and Operation of Meters) Regulation 2006

(iii) Tamil Nadu Electricity Distribution Code (iv) Tamil Nadu Electricity Supply Code

2.2 Eligible consumer agrees that he has installed or will install, prior to connection of Photovoltaic system to TANGEDCO's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the TANGEDCO to have access to and operation of this, if required and for repair & maintenance of the distribution system.

2.3 Eligible consumer agrees that in case of a power outage on TANGEDCO's system, photovoltaic system will shut down, automatically and his plant will not inject power into Licensee's distribution system.

2.4. All the equipment connected to distribution system must be compliant with relevant international (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010.

2.5 Eligible consumer agrees that licensee will specify the interface/interconnection point and metering point.

2.6 Eligible consumer and licensee agrees to comply with the relevant CEA regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage frequency, flicker etc.,

2.7 Due to TANGEDCO's obligation to maintain a safe and reliable distribution system, eligible consumer agrees that if it is determined by the TANGEDCO that eligible consumer's photovoltaic system either causes damage to and/or produces adverse effects affecting other consumers or TANGEDCO's assets, eligible consumer will have to disconnect photovoltaic system immediately from the distribution system upon direction from the TANGEDCO and correct the problem at his own expense prior to a reconnection.

3. Clearances and Approvals :

3.1 The eligible consumer agrees to obtain all the necessary approvals and clearances (environmental and grid connected related) before connecting the photovoltaic system to the distribution system.

4. Access and Disconnection :

4.1 TANGEDCO shall have access to metering equipment and disconnecting means of photovoltaic system, both automatic and manual, at all times.

4.2 In emergency or outage situation, where there is no access to a disconnecting means, both automatic and manual, such as a switch or breaker, TANGEDCO may disconnect service to the premise.

5. Liabilities :

5.1 Eligible consumer and TANGEDCO will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or TANGEDCO's distribution system.

5.2 TANGEDCO and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.

5.3 TANGEDCO shall not be liable for delivery or realization by eligible consumer any fiscal or other incentive provided by the central / state government beyond the scope specified by the Commission in its relevant Order.

6. Commercial Settlement:

6.1 All the commercial settlement under this agreement shall follow the Net metering order issued by the TNERC.

7. Connection Costs :

7.1 The eligible consumer shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The eligible consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect photovoltaic system in case it is required.

8. Termination :

8.1 The eligible consumer can terminate agreement at any time by providing TANGEDCO with 90 days prior notice.

8.2 TANGEDCO has the right to terminate Agreement on 30 days prior written notice, if eligible consumer breaches a term of this Agreement and does not remedy the breach within 30 days of receiving written notice from TANGEDCO of the breach.

8.3 Eligible consumer agrees that upon termination of this Agreement, he must disconnect the photovoltaic system from TANGEDCO's distribution system in a timely manner and to TANGEDCO's satisfaction.

In the witness, whereof of Mr. ----- for and on behalf of --- ----- (Eligible consumer) and Mr. ----- for and on behalf of----- (TANGEDCO) sign this agreement in two originals.

Eligible Consumer

Distribution Licensee Name
Name

Designation

Office Address

Address

Service connection Number

(By order of the Commission) ”

11.5 The second para of the agreement states that the TANGEDCO agrees to **benefit the eligible consumer** for the electricity generated from his SPG plant of capacity ----- watts and as per conditions of this agreement and net- metering regulations/orders issued by the Tamil Nadu Electricity Regulatory Commission. On a plain reading, the sentence “TANGEDCO agrees to benefit the eligible consumer” may be taken up in order to consider the appellant’s grievance. Providing net metering is the additional benefit for the existing consumers who is already connected with LT connectivity.

11.6 As per my finding in para 11.2, only the quality of supply can determine the degree of satisfaction of the consumers and failing to fulfill the services mentioned in para 11.2 alone shall be compensated by the licensee in terms of quality of service. Providing net metering is the additional benefit and not the basic need of the consumer as per the Act. Therefore, I am of the opinion that the Appellant is not eligible for compensation for the delay in providing net-metering.

11.7 Further regulation 5.2 provides that TANGEDCO and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise. Therefore the decision of CGRF of Erode EDC to reject the prayer of the appellant for awarding compensation for the losses incurred towards delay in installing the Bi-directional meter for roof top solar power plant is acceptable to me.

12 Finding on the second issue:

12.1 The appellant has prayed to award compensation for not responding to his letters dated 22.02.2017, 01.03.2017, 03.03.2017 and 05.03.2017.

12.2 As the appellant has prayed to award compensation for not responding to his letters, I would like to refer regulation 17 and 21 of TamilNadu Distribution Standards of Performance Regulations, 2004 which is reproduced below:

“ 17. Responding to Consumer’s Complaint

If any consumer makes a complaint in writing to the Territorial Engineer of the concerned licensee, then the Territorial Engineer concerned shall reply to the consumer within ten days after receipt of the letter. In case the Territorial Engineer requires to visit the site or consult any other officer to give a comprehensive reply, the Territorial Engineer shall explain to the consumer as to why a substantive response cannot be sent immediately and intimate the name, address and telephone number of the Officer dealing with the complaint. The

Territorial Engineer shall also ensure that a substantive response is sent to the consumer within twenty days of receiving the complaint letter. ”

21. Compensation

The Licensee is expected to achieve the performance prescribed. If a Licensee fails to meet the standards specified for various service areas, the affected consumer is entitled for compensation by the Licensees as stipulated in the Act. The compensation payable is set out in the table below, namely :-

Table

Sl.No.	Events	Compensation payable
5	xxxx	Xxxx
6	Responding to consumer's complaint	Rs.25/- for each day of delay subject to a maximum of Rs. 250/-
7	xxxx	Xxxx

12.3 On a careful reading of the said regulation 17, it is noted that the concerned territorial Engineer has to give reply within 10 days of receipt of the petition or within 20 days if he has to inspect the site or consult other officers to give a comprehensive reply. Further as per sl. No. 6 of the table given in Regulation 21 of DSOP regulations, the licensee has to pay a compensation of Rs.25/- per day of delay subject to maximum of Rs.250/- if there is delay in responding to the consumer complaints.

12.4 On perusal of available documents it is found that the appellant has not given any letter to his concerned area territorial engineer of the licensee. The details of his various letters are given below:

- 1) 22.02.2017 - Addressed to SE/Erode EDC
- 2) 01.03.2017 - Addressed to CE/D/Erode
- 3) 03.03.2017 - Addressed to CE/D/Erode
- 4) 05.03.2017 - Addressed to Chairman cum MD

From the above details it is seen that the appellant has not given any written complaint to his territorial engineer i.e. Assistant Engineer/O&M/ Veerappan Chatram. Therefore I am of the opinion that as per Regulation 17 of TamilNadu Distribution Standards of Performance Regulations, 2004, the appellant is not eligible to get compensation.

13. Observation:

13.1 Regulations for DSOP has been notified during 2004 whereas the regulation for net metering, LT connectivity etc has been notified in line with Tamil Nadu Solar Energy Policy 2012. In the said regulations there is no provision to award compensation. At the same time taking advantage of this, the licensee should not delay in providing net metering duly considering high investment cost to set up solar plant. Therefore to avoid such delay and serve the consumer better, the licensee is directed to adhere the following alternatives so as to avoid delay in providing solar net metering.

1) The licensee can hold rolling stock of Bi-directional meters to avoid delay in providing solar net metering. (or)

2) The consumer can be permitted to purchase the solar net metering from the open market. The same can be tested and sealed by the licensee before installation. (or)

3) The application for net metering should be registered immediately upon receipt of application. After procuring the bi-directional meters from headquarters or otherwise, the consumer may be asked to set up the solar power plant. The due process as per net metering regulations can be done before installation of bi-directional meter.

13.2 The appellant has sent many letters to higher official of licensee in various dates viz. 22.02.2017, 01.03.2017, 03.03.2017 and 05.03.2017. But it is regretted to note that none of his letters were seriously. They should have given

suitable reply to the appellant stating their difficulty in providing the bi-directional meter for net metering.

13.3 As per net-metering regulations, the Form-2 is net metering connection agreement between the consumer and Tangedco to agree upon the conditions laid therein. The appellant has submitted the copy of agreement wherein it is seen that only the appellant has signed the agreement in all (in and around in all sides?) pages and the licensee part is not signed by the concerned Assistant Engineer. The concerned Superintending Engineer may look into the matter seriously and necessary action may be taken for not signing the agreement as per regulation. Further upon signing the agreement, the consumer may be provided a copy of agreement.

14. Conclusion :

14.1 As per my findings in para 11 and 12, I am unable to award compensation to the appellant. Further, the licensee is directed to find out any one of the alternatives as suggested in para 13.1 so as to avoid such delay in providing bi-directional meter for solar net metering.

14.2 With the above findings the A.P. No. 6 of 2018 is finally disposed of by the Electricity Ombudsman. No Costs.

(S. Devarajan)
Electricity Ombudsman

To

1) Thiru. K. Thirunavukkarasu,
166-167, Veerabadra Street,
Erode - 638 003.

2) The Executive Engineer/O&M,
Urban/Erode,
Erode Electricity Distribution Circle,
TANGEDCO,
948, EVN Road, Erode-638009

3) The Assistant Executive Engineer/O&M,
Veerappan Chatram,
Erode Electricity Distribution Circle,
TANGEDCO,
D.No:47,Thirunagar colony,Samayappa Street,
Veerappan Chatram, (PO), Pin-638004.

4) The Assistant Engineer/O&M,
Veerappan Chatram,
Erode Electricity Distribution Circle,
TANGEDCO,
D.No:47,Thirunagar colony,Samayappa Street,
Veerappan Chatram, (PO), Pin-638004.

5) The Superintending Engineer,
Erode Electricity Distribution Circle,
TANGEDCO,
948, EVN Road,
Erode-638009

6) The Chairman & Managing Director,
TANGEDCO,
NPKRR Maaligai,
144, Anna Salai, Chennai -600 002.

7) The Secretary,
Tamil Nadu Electricity Regulatory Commission,
19-A, Rukmini Lakshmi pathy Salai,
Egmore,
Chennai – 600 008.

8) The Assistant Director (Computer) – **For Hosting in the TNEO Website please**
Tamil Nadu Electricity Regulatory Commission,
19-A, Rukmini Lakshmi pathy Salai,
Egmore,
Chennai – 600 008.