

## THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Devilal  
S/o Late Shri Gandel Singh,  
Samalta, Near Sahiya Bazar,  
Patan Road, Tehsil Kalsi,  
Distt. Dehradun, Uttarakhand

Vs

The Executive Engineer,  
Electricity Distribution Division,  
Uttarakhand Power Corporation Ltd.  
Vikasnagar, Distt. Dehradun,  
Uttarakhand

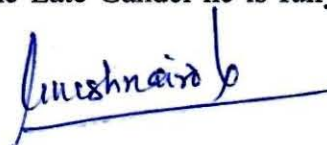
Representation No. 19/2025

### Award

Dated: 18.07.2025

Present appeal/ representation has been preferred by the appellant against the order of Consumer Grievance Redressal Forum, Garhwal Zone, (hereinafter referred to as Forum) dated 25.03.2025 in complaint no. 132/2024 by which Ld. dismissed the complaint of the appellant Shri Devilal S/o Late Shri Gandel Singh, Samalta, Near Sahiya Bazar, Patan Road, Tehsil Kalsi, Distt. Dehradun, Uttarakhand (petitioner) against UPCL through Executive Engineer, Electricity Distribution Division, Uttarakhand Power Corporation Ltd., Vikasnagar, Distt. Dehradun, Uttarakhand (hereinafter referred to as respondent).

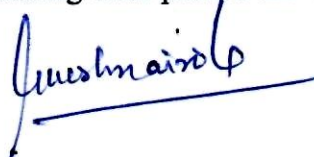
2. The petitioner in his instant appeal has averred that complaint no. 132/2024 was preferred before the Forum which was decided by Forum's order dated 25.03.2025 against him by dismissal of his complaint. A roof top solar power plant under the directions of UREDA was installed at his premises under power purchase agreement dated 24.08.2016. The energy generated by the solar plant was being supplied to EDD, Vikasnagar, but payment against the supplied energy has not been made to the petitioner by the respondent even after repeated requests. The petitioner has averred that the said connection and solar plant is in the name of his father Shri Gandel who has expired on 29.10.2020 and being son of the Late Gandel he is fully acquainted



with the case and the appeal has been preferred by him. Electricity was continuously being supplied to the division but a payment of Rs. 937.00 was made to him on 09.12.2024. Bills were given to him after delay. Payment of Rs. 20,000.00 and again of Rs. 25,000.00 was made by him to the department. His grievance is that payment of the generated energy has not been made to him. Having found no relief from the department, he approached DM, Dehradun on different dates such as 29.11.2024, 13.01.2025, 20.01.2025 and 30.01.2025. In response to his applications DM wrote a letter no. 241 dated 24.01.2025 to Secretary, Energy, Govt. of Uttarakhand. DM had assured him that payments of the bills shall be made to him. He apprised the Forum vide his letter dated 17.02.2025 that he was assured that payments as due shall be made to him. Instead of making payment RC was issued. The Forum dismissed his complaint on the basis that he had not complied with clause 4.5 of agreement dated 24.08.2016.

He has prayed that Forum order dated 25.03.2025 be set aside and payment of the energy generated and supplied to the department in accordance with agreement dated 24.08.2016 be ordered to be released to him.

3. In its order dated 25.03.2025 in complaint no. 132/2024 the Forum has mentioned that the complaint has been preferred for payment of cost of energy generated from solar plant with interest. After perusal of records and hearing both parties the Forum dismissed the complaint vide order dated 25.02.2025 for non-compliance of clause 4.5 of Power Purchase Agreement and has directed the complainant to file an application for compliance of the aforesaid clause of the Power Purchase Agreement.
4. A WS along with notarized affidavit has been submitted by the respondent Executive Engineer dated 13.05.2025 pointwise replies has been submitted as follows:-
  - i. The complainant had preferred complaint no. 132/2024 before CGRF, Dehradun on 10.12.2024 regarding waiver of the bill and payment of the energy supplied by him from the solar plant and as also restoration of the supply.
  - ii. The Forum dismissed the said complaint for non-compliance of clause 4.5 of the Power Purchase Agreement subsequently the petitioner filed a complaint before Chief Engineer, Garhwal Zone, Dehradun which was heard by the Chief Engineer on 03.05.2025. After hearing both parties the Chief Engineer





directed the complainant to make payment of the bills and thus his complaint was disposed of.

- iii. A connection under domestic category (sub category STN-11/Life line below poverty consumers) was released in favour of the consumer in the month of October 2003 with connection no. VN26215082030.
- iv. Capacity of the solar plant is 4 KW.
- v. Meter was installed on the solar power plant on 15.09.2017.
- vi. Initial readings were import 01 and export 01.
- vii. The meter was updated online on 23.01.2018.
- viii. First solar bill for Rs. 2179 was issued on 18.02.2018 which was duly paid by the consumer on 27.03.2018.
- ix. A solar bill for Rs. (-1139) was issued on 19.04.2018.
- x. A solar bill of Rs. 214 was prepared on 20.06.2018 and after adjustment of Rs. -1139 bill for -937 was sent to the consumer. Payment of which was released to the consumer vide cheque no. 382681 dated 30.10.2018.
- xi. Solar energy charges were duly adjusted in the bills dated 28.06.2022 Rs. 3232, dated 23.04.2024 Rs. 539 dated 31.08.2024 Rs. 6098 and dated 28.09.2024 Rs. 719 as such a total sum of Rs. 10588 were adjusted.
- xii. The connection was disconnected in the month of 06, 2022 for outstanding dues Rs. 107119.00 which was restored in the month of April 2024 after payment of Rs. 20,000.00.
- xiii. From 15.09.2017 to 28.11.2024 the petitioner consumed a total of 27587 units while total 8098 unit energy was generated by the solar plant during the said period.
- xiv. The energy generated by petitioner's solar plant is less than the energy consumed by him.
- xv. The meter reader informed that in the past an office of Jalagam was rented at the lower floor and staff was also residing in the same premises, who did not cooperate in taking meter readings. Problem was faced in taking meter readings in the year 2019-20 and 2020-21 due to Covid-19 Pandemic.

The respondent has substantiated his submissions with enclosing photocopies of the following documents.

- i. Forum's order

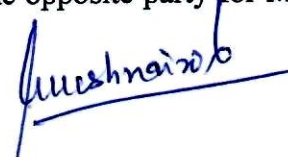


- ii. Power purchase agreement
- iii. Consumer history and Ledger
- iv. Meter sealing report
- v. Calculation of solar net reading
- vi. Complaint filed before the Forum.

5. The petitioner has submitted a rejoinder dated 30.05.2025 along with a notarized affidavit. The petitioner has interalia submitted that affidavit dated 13.06.2025 filed by the respondent is liable to be quashed being false. While para 1 of respondent's affidavit is true and correct. Compliance of power purchase agreement clause 4.5 could not be done due to death of his father Shri Gandel who was the connection holder and owner of the solar plant. Forum order dated 25.03.2025 is liable to be set aside with cost. Para 3, 4, 5, 7, 9 and 13 of respondent's affidavit dated 13.05.2025 are true and admitted while para 6, 10, 11 and 12 are false and denied. Contents of para 8 of respondent's affidavit dated 13.05.2025 is not true in totality. The fact is that his father Late Shri Gandel deposited Rs. 3542.00 on 27.03.2018 against the bill whereafter a sum of Rs. 1353.00 was paid in excess (2179-3542). Disputed amounts in the bills were shown thereafter.

Para 14 of the respondent's affidavit is false and denied as written, the fact is this that Jalagam Office was in his premises from the year 2014 to 2018 during which period electricity consumption was minimal as it was only a sub branch of the said office so the fact is this that all the officers were working in main office at Vikasnagar. Further it is also a fact that no official of the department had tried to take meter readings. The department was repeatedly requested regarding issue of bills.

His father late Shri Gandel got the solar power plant installed on 27.07.2016 in terms of Power Purchase Agreement dated 24.08.2016 with the intention for financial help of the family. The opposite party before Corona, had assured his family that bills and payment of the energy generated by the solar plant shall be made shortly. In his lifetime his father had requested the department for payment of the energy generated. The department did not comply with Clause 1.4 (O,P,Z) or Clause 2.6, 3.15 and Clause 3.18 and Clause 4.2 of Power Purchase Agreement 24.08.2016 for which Forum's order dated 25.03.2025 is liable to be quashed and appeal is liable to be admitted. Forum was requested to direct the opposite party for MRI of the meter, the





Forum accordingly directed the opposite party for MRI of the meter. As mentioned in para no. 5 (correct para is 13) of the affidavit from that 15.09.2025 to 28.11.2024 he consumed 27587 units while the plant generated only 8098 units during the said period, which is false. RC dated 28.03.2022 was issued for Rs. 101987.00 without adjusting the amounts deposited by him. RC is being enclosed as annexure 9 of this rejoinder.

6. Hearing in the case was fixed for 25.06.2025. Petitioner appeared for arguments but respondent was absent so next date was fixed for 09.07.2025. Both parties were present on 09.07.2025 and argued their respective case. The respondent's representative submitted documents at the time of hearing, such as copy of bills from 24.08.2017 to 28.11.2024 along with a statement showing month wise reading of import export, billable consumption import export, amount of the bill remarks showing units adjusted as well as payments made, a copy of the sealing certificate dated 15.09.2017 vide which import export meter (no 62888019) along with a permanent import export check meter (no 72324888) was installed and old meter no. 50050440 was removed, this sealing certificate carries signature of consumer, representative of UREDA as well as JE (Dist), JE (Meter) and AE (Meter) of UPCL as also a copy of consumer's ledger. As per this sealing certificate the consumer's domestic connection is for 1 KW load and capacity of the solar plant has been shown as 4 KW. All these documents except bills had already been submitted by respondent along with written statement dated 13.05.2025.
7. Records available on file as well as these documents submitted in hearing have been perused. Arguments from both parties were heard. Facts of the case has come to notice as given below.

A 1 KW domestic connection was released in the name of Shri Gandel Singh father of the petitioner Shri Devi Lal on 01.10.2003. A 4 KW solar plant under the scheme सूर्योदय स्वरोजगार योजना and under power purchase agreement executed between UPCL and Shri Gandel Singh dated 24.08.2016 was released which was proposed to be commissioned on 31.03.2017 and was actually released, on 15.09.2017 as per aforesaid sealing certificate. While the petitioner's case is that bills were not received by him from the department since installation of import export meter and the proper adjustment of energy supplied to department (export) from the solar plant have not

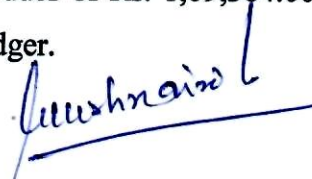
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been adjusted and energy consumed or drawn by him i.e. import during the entire period of 15.09.2017 to 28.11.2024 shown as 27680 units are wrong and therefore the demand of 107119 from him is wrong and not payable by him. On the other hand the respondent's case is that bills right from 15.09.2017 (the date of installation of import export meter) to 28.11.2024 (the date of disconnection) on actual readings of import and export have been issued as is evident from copies of these bills submitted before the Hon'ble Ombudsman. A statement showing month wise meter readings, net readings billable consumption, amount of the bill, units adjusted and payments made as shown is in confirmation of the bills issued, which shows that during the entire period 27680 units were imported by the consumer while during the same period he exported only 8098 units. Bills have been issued for the net energy import or net energy exported as the case may be, bill wise and amount of the bills has accordingly been worked out and shown in the remark column Exported units have duly been adjusted in the respective bills total of which is 8098 units. The connection was disconnected on 29.06.2022 for nonpayment of outstanding dues Rs. 1,07,119.00 and was reconnected in the month of April 2024 after payment of Rs. 20,000.00 by the consumer. Again the connection was disconnected in the month of November 2024, so billing has been done up to 28.11.2024. As per ledger the total outstanding dues as on 30.11.2024 are Rs. 1,09,364.00 which tallies with the outstaying dues shown in the aforesaid statement. The connection is still lying disconnected.

7. As discussed above in view of the facts of the case the petitioner's case is tenuous and he has not been able to establish his case. On the other hand the respondents have been able to establish their case Ipso facto, based on the relevant documentary evidences as referred above. As such petitioner's case fails and respondent's case succeeds. Although on the basis of the documentary evidences prima- facie petitioner's case fails however, if he wants he may get his solar plant checked by the concerned authority for its working and efficiency, as recorded exported unit during the period 15.09.2017 to 28.11.2024 appears very low being 8098 units for a solar plant of 4 KW capacity.

Such being the facts of the case the petition is liable to be dismissed and Forum order is liable to be upheld, however with modifications as per this order. The consumer is therefore liable to pay the total outstanding dues of Rs. 1,09,364.00 as per final bill from 31.08.2024 to 28.11.2024 as also the ledger.




**Order**

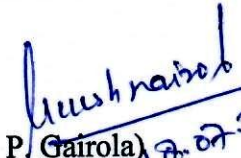
The petition is dismissed. Forum order is upheld.

Dated: 18.07.2025

Order signed dated and pronounced today.

Dated: 18.07.2025

  
(D. P. Gairola) 18.07.2025  
Ombudsman

  
(D. P. Gairola) 18.07.2025  
Ombudsman