

THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Prof. K. K. Pandey
5/609, Malla Gorakhpur,
Ram Ashram Line, ,
Haldwani, Distt. Nainital, Uttarakhand

Vs

The Executive Engineer,
Electricity Distribution Division (Urban),
Uttarakhand Power Corporation Ltd.
Haldwani, Distt. Nainital,
Uttarakhand

Representation No. 35/2025

Award

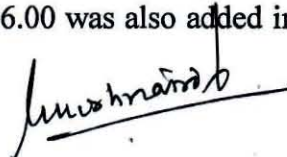
Dated: 18.12.2025

Present appeal/ representation has been preferred by the appellant against the order of Consumer Grievance Redressal Forum, Kumaon Zone, (hereinafter referred to as Forum) dated 18.08.2025 in complaint no. 60/2025 by which Ld. Forum has disposed off the complaint of the appellant Prof. K.K.Pandey, 5/609, Malla Gorakhpur, Ram Ashram Line, Haldwani, Distt. Nainital, Uttarakhand (petitioner) without any order, against UPCL through Executive Engineer, Electricity Distribution Division (Urban), Uttarakhand Power Corporation Ltd., Haldwani, Distt. Nainital, Uttarakhand (hereinafter referred to as respondent).

2. In his instant representation/appeal dated 29.08.2025 the petitioner has averred as follows:

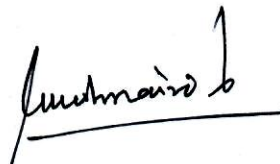
History of the case as filed with the Forum.

- i. He has got a 5 KW solar power plant installed at his residence, work of which was completed in the month of August 2023 and a solar meter was installed on 04.09.2024 vide book no. SECI/H-14-21.
- ii. First bill after installation of the solar plant was received for a period 20.09.2023 to 01.01.2024 for a consumption of 1790 units import for a sum of Rs. 12,401.20. A sum of Rs. 7,396.00 was also added in the bill on account of



arrears. According to him this should have not been there as the last bill before installation of solar plant billed on 20.08.2023 for Rs. 4,452.00 duly paid on 22.08.2023. The total billed amount was Rs. 20,075.00 including LPS.

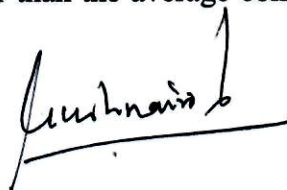
- iii. He noticed following 2 errors in the aforesaid bill.
- a. A bill for Rs. 7,396.00 for the period 20.08.2023 to 20.09.2023 without any reading was received. The bill was without showing solar meter reading, which had already been installed and average bill had been generated.
 - b. Initial reading in the export meter was 6 and the same reading was shown on 01.01.2024 also, which suggests that the export meter was not functioning properly
- iv. A complaint was made to the department by email on 17.01.2024, since the department did not respond to the bill.
- v. It was quickly responded by the Executive Engineer vide letter dated 23.01.2024 reversing Rs. 6,981.00 of the bill for the period 20.08.2023 to 20.09.2023. He suggested check meter installation for the solar panel as its reading was correct as per MRI.
- vi. Application for check meter was submitted thereafter along with necessary charges and the check meter was installed on 22.02.2024.
- vii. The official who came to install the check meter verbally informed that there was an error during installation of wiring and hence the export reading was not been recorded and said henceforth that the bill should be correct. This fact is validated as export meter had not shown any increase in reading and after installation of check meter the reading was regularly increasing.
- viii. Never thereafter has there been a nil export reading as can be seen from the bill statement.
- ix. While reading was taken in the month of February no bill was sent, nor was it updated in the month of February.
- x. The meter reader came to take reading on 06.03.2024, in the afternoon of the same day a team came for disconnection, due to nonpayment of bills, which caused harassment to his mother as he was not in the town. After informing about the complaint and check meter being installed, the team went back without disconnection.



- xi. Bill for the period 01.01.2024 to 01.03.2024 was received thereafter which was again for higher consumption due to installation error till check meter installed on 22.02.2024. Reversal of Rs. 6,981.00 as informed by Executive Engineer letter dated 23.01.2024 was still not done.
- xii. Complaint was made by him on 06.03.2024 in response he was informed to see the local officer/official.
- xiii. Regular visit by his representative to the officer and despite of letter dated 26.04.2024 and 24.12.2024, there was no response, neither check meter reading was taken to check meter's correctness . It was unofficially informed that there had been a wiring error.
- xiv. Regular monthly bill came coming which were then in line with the consumption made and were acceptable.
- xv. On 06.02.2025 a person from the department came to ask for bill payment. He was informed that the bill was under dispute and a check meter was installed for about a year. Reading is not being taken so he went away. Later a team came and disconnected the power connection without information.
- xvi. In the evening he came to know about disconnection. The officer concerned was contacted and the supply was reinstated within an hour.
- xvii. Executive Engineer assured an early solution. Reversal of Rs. 6,981.00 on the first bill for the period 20.08.2023 to 20.09.2023 was made in the bill for the period 01.01.2025 to 01.02.2025, which was received on 24.02.2025, however the check meter and comments from the meter division still have not taken place till date.

Only 3 persons are residing in the house, the consumption history shows average consumption from January 2020 to September 2021 when it was a single phase connection is around 493 units per month and average consumption from 09/2021 to 09/2023 when it was a 3 phase connection was 535 units per month till installation of solar plant.

While in case of solar power consumption in the initial months have been 1790 + 2172 (generated as per the app) for 09/2023 to 12/2023 as an average of the bill from 01/2024 to 03/2024 was 391+1046 (generated as per the app) was 1437 units. Both the above readings were much higher than the average consumption, which makes it



$1790+2172+391+1046 = 5399 \text{ units}/5.33 = 1012 \text{ units per month, much above the average.}$

Or the period request for bill correction as the initial meter has an installation error the readings also needs to be co related with the check meter which the department has not done since its installation on 22.02.2024.

A&B. On the basis of figures tabulated under A and B the petitioner has averred that it can be seen that billing during the same period of 2023-24 was 2181 while that of 24-25 was 533 units, while generation was merely the same i.e. 3218 and 3127 units respectively. He requested the Forum to look into the matter and take a judicious decision and the bill for the duration 20.09.2023 to 01.01.2024 enabling submission of the payment and clearance of long outstanding payments due.

History of the case after filing the case with the Forum.

After filing of the grievance extra bill as agreed by the Executive Engineer vide letter dated 23.01.2024 was reversed. MRI of check meter installed on 22.02.2024 was taken as per CGRF's direction. The authorities informed that 02 meters were not installed and should have been installed before commissioning. He has quoted Clause 3.1 and 3.2 of the agreement and has averred that since the second meter was department's responsibility, they have been commissioning the units with the single meter. The check meter was installed at his cost and not that of the department. Check meter reading was taken only once after Forum's order and thereafter also the monthly readings are not being taken by concerned official. The solar bill of the check meter also had many irregularities which were accepted as typographical mistake. Note has not been taken also on the request against Clause 2.2.

Reference to Clause 12 disputed in the arbitration referred to by the CGRF members was part of the said agreement but no decision was taken by Chief Engineer, hence the matter had to be taken with CGRF. In view of the judgment the matter is submitted before the Hon'ble Ombudsman for consideration.

Prayers

1. The proper wiring connection and installation of the check meter being UPCL's responsibility and as a consumer he was not at fault to pay for the error in installation.



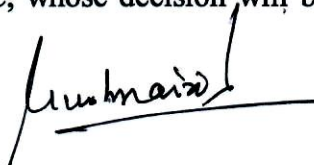
2. Since export meter from date of its installation till installation of check meter did not function and there was no change in the reading which has never happened thereafter, proves the fact of the technical staff that there was no error in the wiring/ installation of the solar meter hence a decision which takes note of the billing in the past and future thereafter justifies that there would have been an export of units, it can be seen that the generation an import are around the same whereas the export has a huge variation, hence the bill amount be reversed.
 3. To wave the interest in delay of payment of bills as the deduction of access billing of Rs. 6,981.00 has ordered on 23.01.2024 was done in the month of May 2025
 4. To deduct the fixed minimum charges as per Clause 2.2 from the bills where applicable and revised the bills accordingly.
3. The Forum disposed off the complaint vide its order dated 18.08.2025 without passing any specific order. Relevant abstract of Forum's order is reproduced hereunder:

“मंच द्वारा वाद पर पुनः सुनवाई हेतु दिनांक 23.06.2025 की तिथि नियत की गयी। सुनवाई हेतु पक्षकार भौतिक रूप से मंच के समक्ष उपस्थित हुये। पक्षकारों के तर्क सुने गये व पत्रावली पर उपलब्ध अभिलेखें/साक्ष्यों का सम्यक रूप से परिशीलन किया गया। पत्रावली के परिशीलन के पश्चात मंच को इस प्रकार का कोई भी तकनीकी साक्ष्य उपलब्ध नहीं हो पाया कि शिकायतकर्ता के परिसर पर दिनांक 04.07.2023 को सोलर प्लांट लगने के बाद से दिनांक 22.02.2024 तक विद्वत उत्पादन शुरू हो गया था तथा कितना उत्पादन हुआ।

मंच द्वारा Uttarakhand Power Corporation Limited (DISCOM) और Mr. Krishna Kumar Pande के मध्य हुए POWER PURCHASE AGREEMENT, (जिसकी प्रति परिवादी द्वारा मंच में प्रस्तुत की गयी) का अवलोकन किया गया। इस अनुबन्ध का बिन्दु संख्या 12 Dispute and Arbitration निम्नवत है:-

“If any dispute arises regarding billing or payment of Net energy, or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement, the authorized representative of the Grid Interactive Rooftop and small PV Plant and Chief Engineer (Commercial), UPCL shall mutually decide the remedy and that shall be the part of this agreement. The final decision of Chief Engineer (Commercial) shall prevail.

If the said dispute/dissatisfaction remains unresolved, after 30 working days either party can file a petition before UERC, whose decision will be final and binding on



both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.”

उपरोक्त चर्चा के आधार पर मंच के मंच में इस प्रकरण में कोई भी आदेश पारित किये बिना वाद समाप्त किया जाना उचित होगा।

आदेश

विपक्षी एवं परिवादी के बीच हुये POWER PURCHASE AGREEMENT के बिन्दु संख्या -12 के आलोक में इस वाद की कार्यवाही समाप्त की जाती है। उभय पक्ष अपना वाद व्यय स्वयं वहन करेंगे।”

4. The respondent Executive Engineer has submitted a written statement vide his letter no. 4681 dated 31.10.2025 and again repeated vide letter no. 6049 dated 08.12.2025, along with notarized affidavit. Point wise reply has been given as follows:
- i. Solar power was installed on 02.10.2023 as per online consumer history. RDF bill was issued for the period 20.08.2023 to 09.01.2024 for a sum of Rs. 20,075.00 including outstanding dues as on 09.01.2024 and amount of RDF bill. Due to errors in the RDF bills adjustment of Rs. 7,835.00 was given on 14.01.2025 (consumer history enclosed Annexure 1).
 - ii. The consumer filed a complaint that export energy during the period 20.09.2023 to 01.01.2024 was not correctly recorded due to defective meter/defective wiring and therefore he alleged that excessive amount bill was issued. The respondent has submitted that at the time of installation of meter for the solar power plant, the check meter was not installed with the main meter by the vendor, therefore since only 1 meter was installed to assessment of lesser export cannot be assessed.
 - iii. The Forum in the complaint no. 60/2025 after arguments and taking cognizance of the facts of the case. The Forum vide letter 498 dated 18.08.2024 passed the order saying that order from the competent authority has to be obtained in terms of clause 12 of the agreement. (Copy of Forum order enclosed as Annexure 2).
5. The petitioner has submitted a rejoinder dated 21.11.2025 along with notarized affidavit. Point wise reply the written statement have been submitted as follows:



- i. The wrong bill amount was debited from the bill dated 15.02.2025, hence the delay resulting in penalty in the bill needs reversal.
 - ii. Against respondent's reply under point ii) of written statement he has reproduced relevant clause of MOU regarding metering arrangement under clause 3 of the said MOU. The petitioner has further explained that the vendor has to install one meter and second meter was to be installed by UPCL. Responsibility of installation of check meter also lies with UPCL and not with the vendor. If it was not the case UPCL would not have activated the connection till complete metering is provided. He has further averred that it is also important to mention that ever since the check meter was installed on 22.02.2024 respondent has not been taking the readings of the check meter except once on the instruction of the Forum. The MRI readings are manually loaded for billing and hence there were gross errors in the readings, which was excepted by respondent during discussions. Monthly readings of the check meter and its bills are still not being generated. Hence, commissioning of the solar plant without installation of the check meter was the responsibility of the Licensee i.e. UPCL and not the consumer. Further he has submitted that past and present history should be taken as the basis for the correction of the bill and reversal of penal charges.
 - iii. The Forum did not pass any order in the case except giving reference to clause 12 of the MOU, which is reproduced by him under this point. Details of consumption recorded by the solar meter (date of solar meter installation 04.09.2023) and check meter (installed on 22.02.2024.).
6. Arguments from both parties were held on scheduled dated 10.12.2025. While the petitioner appeared online and argued his case, respondent was represented by Shri Ujjwal Bhaskar SDO. Documents available on file were perused. The arguments were concluded and 18.12.2025 was fixed for pronouncement of award/order.
7. A 5 KW rooftop solar power plant was installed at the premises of the petitioner. The solar meter was installed on 04.09.2023 and first bill was issued for the period 20.09.2023 to 01.01.2024. The petitioner's grievance is that export from his rooftop solar plant was shown nil from 20.09.2023 to 01.01.2024 and again in the bill from 01.01.2024 to 01.03.2024. LPS was imposed for delay in payment as also penalty was imposed. The petitioner has prayed that bill for the period 20.09.2023 to 02/2024 in



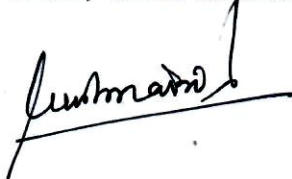
which export was shown as nil should be suitably revised by taking assessed export on the basis of export recorded after installation of check meter on 22.02.2024 and accordingly the penalty be waived off as also the LPS.

8. The agreement dated 03.08.2023 executed between UPCL and the petitioner Mr. K.K. Pandey is the legal document that inter alia governs the matter of export of energy generated by the rooftop solar plant of the petitioner and supplied to UPCL. Para 12 of the said agreement provides resolution of dispute and arbitration arising regarding billing of net energy and the related matters, the said clause 12 provides that the dispute shall be decided by mutual consent between the owner of the rooftop solar plant and Chief Engineer Commercial and final decision of Chief Engineer Commercial shall prevail if the said dispute remains unresolved after 30 working days either party can file petition before UERC, whose decision will be final and binding on both the parties.

The Forum disposed off the complaint no. 60/2025 vide its order dated 18.08.2025 without passing any order in view of provisions of Clause 12 of the Power purchase agreement referred above. Forum's action for disposal of the complaint without passing any order is liable to be upheld being consistent with clause 12 of the said agreement and therefore need not be interfered with. The instant petition/representation is therefore liable to be disposed off without passing any order as the matter has to be decided by the competent authorities in accordance with Clause 12 of the agreement, the said clause is reproduced hereunder .

*“ **Dispute and Arbitration**” If any dispute arises regarding billing or payment of Net energy, or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement, the authorized representative of the Grid Interactive Rooftop and small Solar PV Plant and Chief Engineer (Commercial), UPCL shall mutually decide the remedy and that shall be the part of this agreement. The final decision of Chief Engineer (Commercial) shall prevail.*

If the said dispute/ dissatisfaction remain unresolved, after 30 working days either party can file a petition before UERC, whose decision will be final and binding on

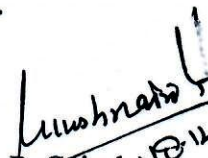


both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

Order

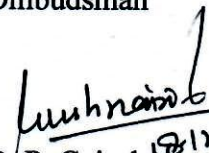
The Forum order is upheld. The petition is disposed off with the direction that both parties are at liberty to take up the matter with competent authorities for a resolution in accordance with Clause 12 of the aforesaid agreement dated 03.08.2023.

Dated: 18.12.2025


(D. P. Gairola) 18.12.2025
Ombudsman

Order signed dated and pronounced today.

Dated: 18.12.2025


(D. P. Gairola) 18.12.2025
Ombudsman