

THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Sundar Mani Dabral
Madi Chauras- Post- Kilkileshwar
Kirtinagar, Tehri Garhwal
Uttarakhand

Vs

The Executive Engineer,
Electricity Distribution Division
Uttarakhand Power Corporation Ltd.
Srinagar, Garhwal, Uttarakhand

Representation No. 12/2026

Award

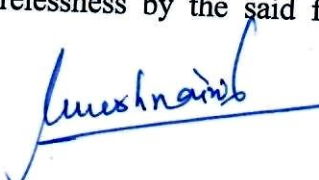
Dated: 30.06.2026

Present appeal/ representation has been preferred by the appellant against the order of Consumer Grievance Redressal Forum, Srinagar Zone, (hereinafter referred to as Forum) dated 28.02.2026 in complaint no. 251/2026 by which Ld. Forum has directed the opposite party to get M/s Success Impex Pvt. Ltd blacklisted the complaint of the appellant Shri Sundar Mani Dabral, R/o Mani Chauras, Post-Kilkileshwar, Kirtinagar, Tehri Garhwal, Uttarakhand (petitioner) against UPCL through Executive Engineer, Electricity Distribution Division, Uttarakhand Power Corporation Ltd., Srinagar Garhwal, Uttarakhand (hereinafter referred to as respondent).

2. The petitioner Shri Sundar Mani Dabral has preferred the instant appeal dated 13.03.2026 followed by subsequent averments dated 16.03.2026 being aggrieved with Forum order dated 28.02.2026 in his complaint no. 251/2026 before the said Forum. He has averred as follows:-

Original appeal dated 13.03.2026

- i. The entire bill be recovered by UPCL from the solar firm M/s Success Impex Pvt. Ltd. as the solar plant did not generate energy as per standards due to irresponsible behavior and carelessness by the said firm and no after sale service was provided.



- ii. UPCL be directed that they should ensure that the solar plant supplied by M/s Success Impex Pvt. Ltd. is generating energy as per standard.

Subsequent averments vide application dated 16.03.2026. Pointwise details of the case.

- i. A solar plant of 03 KW capacity was installed in the month of March 2021 by M/s Success Impex Pvt. Ltd., a firm is under agreement by UPCL. The solar plant has not been generating energy as per laid down standards resulting in excessive billing on the consumer.
- ii. UPCL and M/s Success Impex Pvt. Ltd were repeatedly informed but nothing was done due to carelessness. No after sale service was provided by the aforesaid firm since March 2025. The said firm informed in the end of December 2025 that inverter was defective resulting into excessive billing on the consumer.
- iii. UPCL and the aforesaid firm did not certify that the installed solar plant was generating energy as per laid down standard. How such a low generation can be possible in a period of 05 years.

Shortcomings in Forum's order

- iv. The Forum did not clarify that whether the bill shall be waived off by UPCL or it shall be realized from M/s Success Impex Pvt. Ltd.
- v. The Forum did not order that UPCL and M/s Success Impex Pvt. Ltd. should certify that in future the installed plant shall generate energy as per laid down standard. Further, it shall also be certified by them that how much energy on an average shall be generated in a year.

Prayer

- vi. Either his bill be waived off by UPCL or it shall be realized from M/s Success Impex Pvt. Ltd. by UPCL.
 - vii. UPCL and M/s Success Impex Pvt. Ltd. should certify that the solar plant is generating energy as per laid down standard.
3. After perusal of records and hearing arguments from both parties the forum observed that a solar power plant was installed at the premises of the complainant by M/s



Success Impex Pvt. Ltd.. Inverter of the said plant was got set right by the said company on 28.11.2025 thereafter meter is showing export. The said solar plant was energized on 08.03.2021. Import/export in KWH was 5141/ 3256 respectively which suggest that import has been more than the export. It appears that proper maintenance of this solar plant was not being done by M/s Success Impex Pvt. Ltd. Having observed as above the Forum decided the complaint vide its order dated 28.02.2026 as reproduced below:-

आदेश

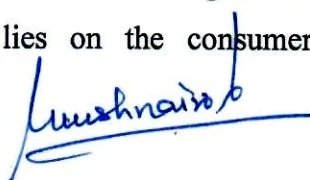
"विपक्षी को आदेशित किया जाता है कि M/s Success Impex Pvt. Ltd. को ब्लैकलिस्ट करने हेतु मुख्य अभियन्ता, जनपद नोडल अधिकारी सोलर परियोजना को अपनी संस्तुति प्रेषित कर कृत कार्यवाही से 01 माह के भीतर मंच को अवगत करायें।"

4. The respondent, Executive Engineer has submitted his written statement dated 01.04.2026 along with a notarized affidavit. He has submitted as follows that

- i. A total of 3256 KWH has been exported by the solar plant till 07.02.2026.
- ii. As per clause 7.3 of the agreement executed with the consumer regarding solar roof top plant, the sole responsibility about the plant lies with the consumer himself upto the interconnection point of the solar rooftop plant (copy of the relevant portion of the agreement has been adduced).
- iii. The last payment against electricity bill was made by the consumer on 24.02.2021 where after no payment against the bill have been made by him.
- iv. Documentary evidences are enclosed with this written statement.

5. The petitioner has submitted his rejoinder dated 07.04.2026. Pointwise replies have been submitted as follows:

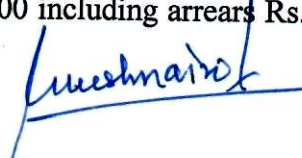
- i. Admitted that the solar power plant exported 3256 units till 07.02.2026. But according to laid down standard 27375 units should have been generated by the solar plant in 05 years. So, it is established that the plant was not working as per its capacity.
- ii. It is admitted that as per Clause 7.3 of the agreement entire responsibility before interconnection point lies on the consumer. So, UPCL is not



responsible in this matter. M/s Success Impex Pvt. Ltd. was repeatedly requested by him for maintenance and rectification of defect of the system but nothing was done.

- iii. Regarding UPCL's submission that last payment was made on 24.02.2021 and no payment was made thereafter it is submitted that the solar plant was installed on 08.03.2021. There is no justification for payment of the bill thereafter as he was expecting some income from the solar plant. The excessive bill indicates that the solar plant was not working as per its capacity either the bill be waived off or be realized from M/s Success Impex Pvt. Ltd. by UPCL and the aforesaid company should certify that the solar plant is generating energy as per laid down standard.
6. Hearing in the case was held on the scheduled date 15.06.2026. Both parties appeared. The petitioner himself argued his case verbally while respondents were represented by Jyoti Aswal, Assistant Engineer Revenue. Arguments concluded order was reserved.
7. After perusal of records available on file and hearing arguments from both parties facts of the case as noted are as follows:-

Mrs. Anita Dabral, W/o Shri Sundar Mani Dabral (who is the petitioner in the instant case on behalf of his wife) is a consumer of UPCL with connection no. SM15205753078 for 2 KW load under domestic category. Consequent upon execution of agreement dated 05.10.2020 between Smt. Anita Dabral and the UPCL through Executive Engineer, Distribution Division Srinagar for a grid connected rooftop solar plant under scheme phase-II notified by MNRE, MOP/ Government of India vide its office memorandum no. 318/331/2017-GCRT dated 03.09.2019, a rooftop solar plant of capacity 3 KW was installed by M/s Success Impex Pvt. Ltd. which was energized on 08.03.2021 however no export from the said solar plant was billed from 08.03.2021 to 28.11.2025 as no export was recorded in the import export meter. The solar plant started showing generation from 28.11.2025 and onwards after inverter was set right by the said company. Export generation started showing in the meter from 28.11.2025 and the export unit as recorded in the meter on 07.02.2026 was 3256. Two bills are available on file, one is for the period 26.05.2025 to 28.11.2025 in which import and export has been shown as 392 and 260 KWH/ KVH respectively, this bill amount Rs. 16174.00 including arrears Rs. 14029.00. The other



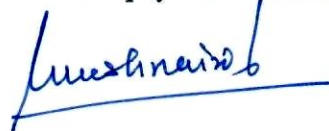
bill available on file is for the period 28.10.2025 to 07.02.2026 showing import and export as 559 and 495 KWH / KVH respectively. This bill amounts to Rs. 16174.00 including arrears Rs. 17678.00 (which is the amount of the last bill).

Admittedly and as is established from records also no export was recorded in the meter upto 28.11.2025 which is attributable to non-functioning of the solar plant due to some defect in the inverter. The petitioner has prayed that either the bill upto the period 28.11.2025 be waived off or UPCL should realize this amount from the company M/s Success Impex Pvt. Ltd. A perusal of Clause 7.3 of the agreement dated 05.10.2020 referred above which is the legal document regarding the matters related to solar plant, it is none of the business of UPCL to see whether the solar plant is not working at all or not working at its full capacity. Responsibility regarding working and maintenance of the solar plant before interconnection point lies upon the consumer himself. The said clause is reproduced hereunder:-

“The Grid interactive rooftop and small solar PV plant shall be responsible for safe operation, maintenance and rectification of defect of its system up to the interconnection point beyond which the responsibility of safe operation, maintenance and rectification of any defect in the system including the net meter shall rest with the distribution licensee.”

The petitioner in his instant appeal has prayed that either the disputed bill be waived off by UPCL or UPCL should recover these dues from M/s Success Impex Pvt. Ltd. and he has further prayed that the UPCL and M/s Success Impex Pvt. Ltd should certify that the installed solar plant is working as per laid down standard.

8. As by virtue of Clause 7.3 of the agreement, UPCL is not responsible for non-functioning or malfunctioning of the solar plant neither they are responsible to ensure that the plant is working at its full capacity. It is a matter between the consumer and M/s Success Impex Pvt. Ltd. who has installed the solar plant at his premises. Further, it is none of the responsibility of UPCL to give any certificate regarding efficiency and working of the solar plant at its full capacity. Such being the case the petitioner's prayers cannot be acceded to and accordingly the petition is liable to be dismissed. The petitioner is liable to pay the outstanding dues as per the latest bill available on file.

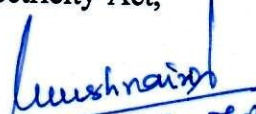


9. As regards Forum's order dated 28.02.2026 passed in petitioner's complaint no. 251/2026. It is noted that the Forum has not passed any specific order on the complaint except direction to opposite party to recommend blacklisting of M/s Success Impex Pvt. Ltd. to the competent authority, the nodal officer. The Forum order is therefore liable to be amended as per this order.

Order

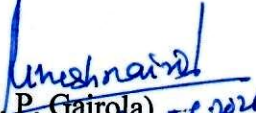
The Petition is dismissed. Forum order stands modified as per this order. The respondents are at liberty to realize their outstanding dues from the petitioner by using means as are available to them under UERC relevant regulation and Electricity Act, 2003.

Dated: 30.06.2026


(D. P. Gairola) 30.06.2026
Ombudsman

Order signed dated and pronounced today.

Dated: 30.06.2026


(D. P. Gairola) 30.06.2026
Ombudsman