

**ODISHA ELECTRICITY REGULATORY COMMISSION
BUDYUT NIYAMAK BHAWAN
PLOT NO.-4, CHUNOKOLI, SHAILASHREE VIHAR
BHUBANESWAR - 751021**

Present: **Shri U. N. Behera, Chairperson**
 Shri S. K. Parhi, Member
 Shri G. Mohapatra, Member

Case No. 12/2021

M/s. GRIDCOLtd.	Petitioner
Vrs.		
M/s. Primeval Renewable Projects Pvt. Ltd. & Others	Respondents

In the matter of: **Application of Petitioner Seeking review of the Order Dt. 14.08.2019 passed in Case No. 10/2019 on Net Metering/ Bi-directional metering and connectivity with respect to Solar PV projects – Direction for claiming benefits of excess injection from solar power plant to the GRID of OPTCL.**

For Petitioner: Ms. Sasmita Pattajoshi, AGM, GRIDCO, Shri Samir Mohanty and Shri L. N. Mohapatra, Advocate on behalf of GRIDCO.

For Respondent: Shri Brahmananda Mishra on behalf of M/s. Primeval Renewable Projects Pvt. Ltd., Shri B. K. Das, GM (RT&C), OPTCL, Shri Bhadrash B. Mehta, CLD, SLDC, Shri Vidyadhar Wagle and CEO, TPCODL.

Case No. 13/2021

M/s. Primeval Renewable Projects Pvt. Ltd.	Petitioner
Vrs.		
TPCODL & Others	Respondents

In the matter of: **Petition under Section 86(1)(b), (e) and (f) of the Electricity Act, 2003 read along with Regulation 2(f), Regulation 10 and Regulation 76 (1) of the Orissa Electricity Regulatory Commission (Conduct of Business) Regulations, 2004, seeking appropriate orders from the Commission for claiming benefits of the ‘Excess Power’ injected into the transmission network of Tata Power Central Odisha Distribution Limited, Odisha Power Transmission Corporation Limited and Grid Corporation of Odisha Limited from a Solar Power Plant of 2.2MWp and 1.1MWp, commissioned by the Petitioner under Clause 5 ‘Third Party Owned Solar PV Net-metering / Bi-directional metering’, of the Orissa Electricity Regulatory Commission’s policy order on ‘Net-metering / Bi-Directional Metering and their Connectivity’ dated 19.08.2016.**

For Petitioner: Shri Brahmananda Mishra on behalf of M/s. Primeval Renewable Projects Pvt. Ltd.

For Respondent: Ms. Sasmita Pattajoshi, AGM, GRIDCO, Shri Samir Mohanty and Shri L. N. Mohapatra, Advocate on behalf of GRIDCO, Shri B. K. Das, GM (RT&C), OPTCL, Shri Vidyadhar Wagle and CEO, TPCODL.

ORDER

Date of Hearing: 13.07.2021

Date of Order: 18.10.2021

M/s. Primeval Renewable Projects Pvt. Ltd. has developed Solar Power Plants of 2.2 MWp and 1.1 MWp at Mania, PO-Uchhapada, Tangi, Cuttack, Odisha, wherein the entire power generated from the said solar power plants is contracted to be sold to two private off-takers namely, RSB Castings Limited and RSB Transmissions (I) Limited collectively referred as RSB Group. M/s. Primeval (the project developer) had instituted a case bearing Case No. 10/2019 against then CESU and others seeking appropriate directions from the Commission for claiming benefits of Excess Power injected into the transmission network of CESU and OPTCL from the Solar plants developed under Clause 5 of OERC Order on 'Net-metering / Bi-Directional Metering & their Connectivity' dated 19.08.2016. The Commission at Para 12 and 13 of its Order dated 14.08.2019 in Case No. 10/2019 had observed as under:

- “12. This is a unique situation which has not been covered under our Net Metering order. In the present case the excess power generated by the two solar power plants after meeting their local load shall flow through the existing 33 KV feeder to the OPTCL system. In normal case the consumer draws its requirement of power through this feeder and CESU bills the consumer on the meter fixed at the consumer premises. In turn GRIDCO bills CESU at the BSP rate on the meter reading of the meter fixed at the OPTCL grid.
13. As per our Net Metering order the netting of the solar power is to be made at the “Net Meter” which is the consumer meter fixed at the consumer end. Therefore, the RSB group is to fix net meter at 33 KV end of the transformer since this is the consumer meter for RSB group. The excess injection of power shall flow from net meter end and shall enter into the OPTCL’s transmission system through 33 KV BSP meter fixed at the Grid. In the present case the consumer has to bear the 33 KV HT loss at normative level of 8% and the resulting energy shall be accounted to have been injected into the OPTCL system irrespective of the meter reading of the BSP meter at the grid end. The excess energy injected into the OPTCL system after such accounting shall be deducted from the units injected by GRIDCO through Mania Grid to CESU for payment of BSP bill. All other terms and condition of “Net Metering” order shall remain in force except this arrangement. A quadripartite agreement to this effect in modification of our net metering agreement shall be signed by CESU, RSB Group, OPTCL and GRIDCO. The order shall be effective from the date of such signing which shall be completed within two months from the issue of this order.”
2. A quadripartite agreement was executed between RSB Group, TPCODL, OPTCL and GRIDCO On June 30th, 2020 as per the above directions of the Commission. In this agreement, the parties have agreed that TPCODL will intimate to OPTCL, GRIDCO

and RSB Group, the quantum of export units to OPTCL system on 1st day of every month after considering 8% HT loss at 33 kV to be borne by Consumers and GRIDCO/ OPTCL will give credit to TPCODL in the monthly BSP Bill for the said exported units. TPCODL in turn will adjust those units (solar export unit), which have been adjusted by GRIDCO/ OPTCL in the corresponding BSP bill of TPCODL, in the next billing cycle of consumer.

3. Now, GRIDCO has filed a petition which is registered as Case No. 12/2021 where M/s. GRIDCO Ltd. has sought review of the Commission's Order dated 14.08.2019 passed in Case No. 10/2019 on Net metering/ Bi-directional metering and connectivity with respect to Solar PV projects of M/s. Primeval Renewable Projects Pvt. Ltd. after consumers other than M/s. Primeval are connected to the 33 KV system. The petition in Case No. 13/2021 has been filed by M/s. Primeval Renewable Projects Pvt. Ltd. under Section 86 (1) (b), (e) and (f) of the Electricity Act, 2003 read with Regulation 2 (f), Regulation 10 and Regulation 76 (1) of the Orissa Electricity Regulatory Commission (Conduct of Business) Regulations, 2004, seeking appropriate orders from the Commission for claiming benefits of excess power injected into the transmission network of TPCODL and OPTCL from its Solar power plant of 2.2MWp and 1.1MWp, commissioned under Clause 5 of OERC Order on Net-metering / Bi-directional metering and their connectivity dated 19.08.2016 under the heading 'Third party owned Solar PV Net-metering / Bi-directional metering'. Both the cases were clubbed together and taken up for analogous hearing as both are similar in nature and are arising out of the Order of the Commission dated 14.08.2019 passed in Case No. 10/2019.
4. M/s. Primeval Renewable has submitted that the said power plant was proposed to be developed under Clause 5 of the OERC 'Net-metering / Bi-Directional Metering & their Connectivity' Order 2016. As per the said Order, the developer and consumer (Prosumer) is offered credit in the electricity bill by the Distribution Utility for the units of electricity exported into the network of the Distribution Utility from the Solar Power Plant. As per the directions in the Order dated 14.08.2019, RSB Group had met the parties for execution of the quadripartite agreement and submitted the draft agreement to the concerned parties. But in spite of various discussions/meetings with CESU, GRIDCO and OPTCL, the agreement could not be executed within two months from the passing of the Order as directed by the Commission. Finally, the quadripartite agreement was signed on 30.06.2020.

5. M/s. Primeval Renewable has further submitted that subsequent to execution of the quadripartite agreement between the parties, they have not got any credit towards excess energy exported from its solar power plant. Since the date of execution of the agreement, excess energy has been exported from Solar Power Plant to TPCODL every month. On a later date, M/s. Primeval Renewable came to know that M/s. RSB Group, the prosumer, is not the only consumer of TPCODL on the 33kV Bus of Mania Grid S/s. There are other consumers availing power from the said Bus and part/whole of the excess power exported by the M/s. Primeval could be consumed by the said consumers/feeders of TPCODL without being injected into the OPTCL system. As a result, GRIDCO is unable to give the credit of the entire energy exported from the solar power plant as per the quadripartite agreement entered between the parties. When M/s. RSB Group approached TPCODL, they stated that since TPCODL is not being given credit for the energy purchased from GRIDCO they are unable to provide the necessary credit for the exported energy being consumed by other consumers of TPCODL on the common 33kV bus at Mania S/s.
6. M/s. Primeval Renewable has further stated that it has invested around Rs.15.73 Crores for setting up the Solar Power Plant, and has exported excess energy, the cost of which is to the tune of Rs.2,39,82,926.40/- since the date of commissioning which is non-accounted and has caused irreparable financial loss to it. Further, as per the provisions of Clause 11 (b) of the Net-Metering order 2016, the carry forward of excess energy is capped to the financial year and therefore it is at a huge risk of losing the credit of the excess exported energy though the same has been granted in the order dated 14.08.2019 passed in Case No. 10/2019 by OERC. The detailed cost of the exported energy recorded by SLDC and TPCODL considering per unit cost of generation @ Rs.5.55 per unit for different periods is given below:

Sl. No	Time Period	Energy Exported (in Kwh)	Cost of Energy per kWh	Amount in INR
1.	From date of commissioning to date of Order of OERC dt. 14.08.2019 in Case No. 10/2019.	1147695	Rs.5.55	Rs.63,69,707.25
2.	From date of Order of OERC dt. 14.08.2019 in Case No. 10/2019 till date of execution of Quadripartite Agreement (30.06.2020).	2130360	Rs.5.55	Rs.1,18,23,498.00
3.	From date of execution of Quadripartite Agreement (30.06.2020 till 31.03.2021)	1043193	Rs.5.55	Rs.57,89,721.15
	Total	4321248		Rs.2,39,82,926.40

7. M/s. Primeval Renewable has further submitted that the application made by GRIDCO is not maintainable in law and/or on facts and is not within the period of limitation as per the Limitation Act, 1963 and therefore calls for no consideration by the Commission and is liable to be dismissed. Since the passing of the order dated 14.08.2019, GRIDCO kept delaying the execution of the quadripartite agreement on some pretext or another. After execution of quadripartite agreement, GRIDCO did not adhere to the directions given by the Commission and after more than 9 months approached the Commission with a petition just to harass M/s. Primeval Renewable. Further M/s. Primeval Renewable has stated that in earlier Case No. 10/2019, GRIDCO did not mention any role of SLDC before the Commission at the time of hearing but now GRIDCO has impleaded SLDC in the present petition to run away from its obligations and responsibilities to account for exported excess energy by M/s. Primeval Renewable. Moreover, the contentions of GRIDCO seeking involvement of STU and SLDC citing provisions of Grid Code Regulations could have been raised at the time of adjudication of Case No. 10/2019.
8. M/s. Primeval Renewable has further submitted that GRIDCO had called for Joint Field Verification on December 29, 2020 which is around 6 months after the date of execution of the quadripartite agreement and about 16 months after the date of Order in Case No. 10/2019. However, M/s. Primeval Renewable has incurred loss to the tune of Rs.57,89,721/- without being at fault anytime whatsoever till 31.03.2021 from the date of execution of the agreement. M/s. Primeval Renewable has prayed that the Commission may pass directions to amend Clauses 7.4 and 7.5 of the quadripartite agreement entered by and between the parties as per the Net Metering order dated 19.08.2016 and as per the Order dated 19.08.2019 more specifically restraining the intervention/linkage of GRIDCO/OPTCL for the credit of excess energy exported to TPCODL from the Solar Power Plant. It has further prayed to direct TPCODL to account for the excess energy exported by M/s. Primeval Renewable, which is consumed by the consumers/feeders of TPCODL from the date of passing of the Order dated 14.08.2019 in Case No. 10/2019 till 31.03.2021 which should be done before the closure of the financial year 2020-21.
9. GRIDCO has submitted that M/s. Primeval Renewable filed the petition which was registered in Case No. 10/2019 before the Commission seeking modification to the Order dated 19.08.2016 and for further Orders on the matter with the plea that M/s. Primeval Renewable would stand to forego its rightful claim on surplus power fed into the Grid in line with the Net metering order of OERC dated 19.08.2016 since OPTCL

granted NOC on the condition that energy fed into the grid would be treated as free power and no adjustment shall be provided to M/s. RSB group against this excess energy fed into the OPTCL system. Though SLDC was not a party to the proceedings in Case No. 10/2019, SLDC has been impleaded as a Respondent as its presence is necessary in due dispensation of Justice in the present review petition.

10. GRIDCO has further submitted that the quadripartite agreement dated 30.06.2020 entered into pursuant to direction of Commission has its inherent lapses that the present issue involves the State Energy Accounting which is assigned to STU and SLDC as per appropriate provisions of Grid Code Regulations but they have not been involved. The parties to the agreement, therefore, cannot act otherwise. GRIDCO raises/adjusts relevant bills of DISCOMs based on the Energy Accounting Statements issued by SLDC. In view of the foregoing position, the request of TPCODL to GRIDCO for giving credit to RSB group, considering the meter reading at the RSB end for the months of July 2020 and Aug 2020 could not be carried out by GRIDCO in the absence of relevant revision by SLDC.
11. GRIDCO has further submitted that in view of the forgoing inconvenience, GRIDCO convened a meeting of representatives of all concerned on 15.12.2020. In the said meeting it was decided to hold a joint field verification to ascertain the current status of 33 kV Bus at 132/33 kV Mania Grid S/s to which the two plants of RSB Groups are connected and it was also decided therein that after the Joint verification, the parties would approach the Commission taking into consideration all up to date developments for review of the said order dt 14.08.2019. The representatives of all parties held Joint field verification on 29.12.2020 and recorded their observations in their Field Report dt 29.12.2020. On field verification conducted by the representatives of TPCODL, OPTCL and GRIDCO, it came in to being that M/s. RSB is not the only consumer of TPCODL on 33 kV Bus of Mania Grid S/s. There are other consumers availing power from the said Bus and part/whole of the excess power injected by the Solar Developer will be consumed by the said consumers of TPCODL. Surplus power may also flow into the OPTCL system which can be recorded through the data downloaded from the BSP Billing meters provided on the 33 kV sides of 132/33 kV Transformers at Mania Grid S/s. The position of GRIDCO not being able to revise its bills towards export of energy from RSB Group has also been recognized by M/s. Primeval Renewable since it has stated in its petition before the Commission that Solar Power exported by them is being consumed by the consumers of TPCODL on the common 33 kV Bus at Mania Grid S/s.

12. GRIDCO has further submitted that in the above mentioned circumstances, the quadripartite agreement has become unworkable and needs to be replaced and the Order dated 14.08.2019 passed in Case No. 10/2019 is liable to be reviewed and modified appropriately. The Order suffers from error and it is a fit case for review by the Commission u/s 94 (1) (f) of the Electricity Act, 2003. The error came to the notice of GRIDCO on 29.12.2020 after the field verification and hence it was not possible on its part to place this fact before the Commission at the time of the hearing of Case No. 10/2019. Therefore, the Commission may review the order as the petition has been filed within 90 days from 29.12.2020. GRIDCO has therefore prayed that the Commission may pass appropriate Orders in declaring the agreement dated 30.06.2020 to be un-executable and modify the said Order dated 14.08.2019 so that the parties can carry on with the same appropriately.
13. GRIDCO has submitted that there is no or negligible export of power from TPCODL to OPTCL system during the period from November 2020 onwards. Regarding the commercial settlement of the power prior to July 20 keeping in view the relevant concern raised by M/s. Primeval Renewable, GRIDCO submits that TPCODL took over the erstwhile DISCOM (CESU) with effect from 01.06.2020 pursuant to the vesting order dated 26.05.2020 of OERC passed in Case No. 11 of 2020 which may insulate TPCODL against any past liability. There was no agreement either between CESU or with TPCODL and GRIDCO prior to July 20 on commercial adjustment of the power flowing from 33 KV bus to OPTCL system on account of RSB injection into the same. The power flowing into the OPTCL system prior to execution of the quadripartite agreement dated 30.06.2020 may be treated as inadvertent power as the power was injected into the OPTCL system without any schedule or commercial arrangement between GRIDCO & RSB Group. It is also deserved to be mentioned that the order dated 14.08.2019 was passed with direction to enter into the quadripartite agreement within two months thereof. Hence, by any stretch of imagination the effectiveness of surplus injection into the OPTCL system prior to 14.10.2019 is not liable to be considered at all. Moreover, the delay in signing of the agreement is not attributable to parties other than M/s. Primeval Renewable.
14. In view of the above, GRIDCO has submitted that both petitions in Case Nos. 12/2021 and 13/2021 may be clubbed for hearing and disposal by the Commission.
15. The Respondent- TPCODL has submitted that the net metering agreement was signed at a time when there was no other feeder (apart from the RSB feeder) on the 33 kV Bus of the Mania S/s, and no other feeder addition was also envisaged at that point of

time. But two other feeders (industrial and Kaimatia) have been added later on. Addition of these two feeders would mean that some power injected into the 33 kV bus at Mania Grid sub-station would be absorbed by TPCODL and the balance would flow to the OPTCL substation. Readings of the BSP meters installed at 33 kV side of the power transformers installed at 132/33 kV Mania S/s indicate that there has been a reverse flow of energy i.e. into the OPTCL network. As agreed in the quadripartite agreement, only after GRIDCO adjusts the energy exported to OPTCL grid in its BSP bill, TPCODL in the next month will give credit to M/s. RSB Group for energy exported (if any) as ascertained from the readings (export) of the net meters installed at the consumer premises after deducting 8% HT loss. As per the Order of the Commission dated 14.08.2019, GRIDCO is required to provide adjustment in the bills first. For the period after execution of the quadripartite agreement i.e. from 1st July, 2020 to 31st Mar, 2021 credit of the energy exported to OPTCL system may be given to M/s. Primeval Renewable if GRIDCO agrees to adjust the energy fed to OPTCL network.

16. M/s. TPCODL has further submitted that subject to reconciliation of quantum of energy exported, as made in their additional submission, M/s. Primeval Renewable cannot be extended the benefit of Export energy prior to signing of quadripartite agreement (i.e. prior to 30th June, 2020). The delay in signing of agreement as pointed out by Primeval is also on account of pending process of Merger of two RSB Group of companies i.e. RSB Casting Ltd. and RSB Transmission (I) Ltd into one single entity as mentioned by them in their letter dated 18.10.2019.
17. M/s. TPCODL has submitted that the quadripartite agreement is workable only on the basis that there is no other consumer on the Mania S/s to absorb this exported power from the solar power plants. In absence of any direction of the Commission, they are constrained to work in the manner as provided in the Order dated 14.08. 2019.
18. Another Respondent- M/s. RSB Group has prayed before the Commission to extend the benefit of net metering order, 2016 of the Commission to them from the date of signing of the quadripartite agreement dated 30.06.2020. It has also requested the Commission to review the order dated 14.08.2019 of the Commission in line with the joint verification report.
19. Next Respondent- OPTCL submitted that subsequent to the order dated 14.08.2019, additional two nos. of 33 kV feeders namely Industrial feeder and Kaimatia Feeder have been added to the 33 KV bus and the surplus solar generation, if any, is deemed to be consumed locally without entering to the transmission system of OPTCL.

OPTCL further submitted that there are many solar projects connected to distribution systems at either 11 kV or 33 kV in Odisha and their injection is beyond the purview of OPTCL's transmission charges as the power so injected is not transmitted through OPTCL's EHT system. It is deemed to be consumed at distribution level without touching OPTCL system.

20. In view of the above, OPTCL has prayed the Commission that Commercial disputes arising out of the transactions in the aforesaid matter should be treated as disputes between DISCOM (TPCODL) and RSB Group without involvement of OPTCL. Moreover, the quadripartite agreement may be suitably modified and Commission may direct GRIDCO, TPCODL and RSB Group to sign agreement without involvement of OPTCL.
21. During pendency of proceeding in these cases under the direction of Commission a meeting was held on dated 08.07.2021 among SLDC, GRIDCO, OPTCL, TPCODL, RSB group and M/s. Primeval Renewable to finalize the modus operandi towards commercial treatment pertaining to export of power from the solar power plants of RSB group. The draft minutes was accepted by all the participants except M/s. Primeval Renewable. The summary of the minutes recorded in the meeting held on 08.07.2021 is as under:
 - It has been ascertained through a field verification dated 29.12.2020 conducted by the representatives of TPCODL, OPTCL and GRIDCO that as per the network configuration of Mania Grid all surplus solar power of RSB group shall not flow to the OPTCL system. There are 2 number of other charged feeders and 2 spare feeder bays connected to the 33 kV Bus to which the RSB feeder is connected and it is most likely that such surplus power is also consumed in the 33 kV system of TPCODL.
 - However, power flowing from the TPCODL system to OPTCL system can very well be ascertained by the BSP Billing meters installed at the 33 kV side of each of the 132/33 kV transformers of Mania Grid.
 - As such in the current circumstances, the quadripartite agreement dated 30.06.2020 executed between GRIDCO, OPTCL, TPCODL and RSB has become unworkable to certain extent.
 - As stated in the order dated 14.08.2019 of OERC the commercial settlement pertaining to the export of power by RSB shall come into effect from the date of signing of the quadripartite agreement.

- As directed by the Commission, GRIDCO shall give consequential credit to TPCODL for the power exported by TPCODL to OPTCL system for such power as the same could not be consumed by TPCODL and flowed into the OPTCL system. Going by the essence of OERC order it was decided that GRIDCO shall adjust relevant amount against its BSP Bills for the months from July-20 onwards. Accordingly, SLDC shall provide GRIDCO the quantum of exported power by TPCODL to OPTCL from July 2020 onwards for necessary action by GRIDCO.
 - That TPCODL shall take up commercial settlement with RSB group from 01.07.2020 onwards as per the prevailing net metering policy/regulations OERC.
22. On the minutes of the meeting dated 08.07.2021 M/s. Primeval Renewable states that most of the power injected by them is consumed within TPCODL system and a little flow to OPTCL system. The Commission in their order on 14.08.2019 had directed for execution of quadripartite agreement within two months however it was delayed and finally executed on 30.06.2020.
23. Heard the parties at length. The Commission observed that certain developments have taken place after signing of quadripartite agreement and these issues were not raised during the proceeding of the Commission's Order dated 14.08.2019 in Case No. 10/2019 which have been brought to the notice of this Commission in the present petitions. The Commission further observed that field verification has been conducted by the representatives of TPCODL, OPTCL and GRIDCO on 29.12.2020 in the presence of M/s. RSB. It is understood that in the meantime two numbers feeders have been added to 33 KV bus to which M/s. RSB is connected and two numbers of spare feeder bays have also been constructed. Due to above change in configuration of 33 KV bus, surplus solar power injected to 33 KV bus might be consumed fully or partly by consumers who are connected through newly added 33 KV feeders. After such consumption by other consumers if any solar power still remain surplus then it will enter into OPTCL's system through reverse flow in 132/33 kV transformer at Mania Grid.
24. During the pendency of the case, the Commission had asked the petitioner M/s Primeval and Respondent, TPCODL to furnish certain additional data/information on Solar Generation, units consumed by RSB Group, Net export of solar power, total units billed for both the firms and payment made in each month starting from December, 2018 to August 2021.

25. We analyzed the above information and found that during every month, since the date of commissioning i.e. December, 2018 till date, the RSB Group (Primeval) has been injecting their surplus Solar energy every month into the TPCODL system. Similarly, the RSB Group while injecting Solar power every month has also been regularly drawing power from TPCODL's system during that period. However, the power which has been drawn from TPCODL's system has been billed by them without factoring the power supplied by M/s Primeval during the corresponding period. Therefore, though the above transaction was allowed under Net metering principle by the Commission, in the present case this has not been followed.
26. Our Net metering order of 2016 envisages the netting of injected surplus solar power with the power drawn from the DISCOM system within a financial year upto 90% of the total consumption. The present transaction has deprived the M/s Primeval of the benefit of Net metering of solar power generated by them due to misinterpretation of our order and change in 33 kV network topology.
27. Therefore, it is directed as follows:
- a. M/s Primeval is eligible to get the credit of solar injection in terms of our Net Metering order since the date of signing of the quadripartite agreement between M/s RSB, TPCODL, GRIDCO and OPTCL. The quadripartite agreement was signed on 30.06.2020. Therefore, M/s TPCODL is directed to revise the energy bill of M/s RSB from the effective date of signing of quadripartite agreement i.e. 01.07.2020 by netting the injected solar power into the TPCODL's system. All the transactions from that date should be strictly made on the basis of our Net Metering order.
 - b. Any power flowing from the TPCODL system to OPTCL system shall be determined by the Bi-directional BSP billing meters installed at the 33 kV side of each of the 132/33 kV transformers of Mania Grid. SLDC shall intimate to GRIDCO the quantum of export units, if any, from the TPCODL system to OPTCL system on 1st day of every month. GRIDCO shall give consequential credit to TPCODL in BSP bill for the power exported by TPCODL to OPTCL system as the same could not be consumed by TPCODL and flowed into the OPTCL system. GRIDCO shall adjust the quantum of export units from 1st July 2020 onwards against its BSP bills raised to TPCODL. Accordingly, SLDC shall provide GRIDCO the information on energy exported by TPCODL to OPTCL system from 1st July, 2020 onwards for necessary action by GRIDCO. The net metering benefit shall be extended to the consumer

irrespective of TPCODL getting any benefit in terms of BSP bill for the power injected to the OPTCL system.

- c. GRIDCO shall give credit to DISCOM in terms of BSP bill whenever and wherever any DISCOM's power flows from DISCOM side to OPTCL system.
- d. DISCOMs shall give net metering benefit in the above manner as described in this order to the consumers who are connected to 33 kV system. Getting credit from GRIDCO, if any, by DISCOM due to reverse flow of power from DISCOM side to OPTCL should not be linked to grant of net metering benefit to any consumer connected in 33 KV.
- e. In view of the above, a quadripartite agreement is not necessary in such situations.
- f. Secretary of the Commission shall circulate this order among all the DISCOMs, OPTCL and GRIDCO for the smooth implementation of our Net metering order.

28. Accordingly the case is disposed of.

Sd/-

(G. Mohapatra)
Member

Sd/-

(S. K. Parhi)
Member

Sd/-

(U. N. Behera)
Chairperson