



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 14TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M.G.S. KAMAL

WRIT PETITION NO. 55490 OF 2016 (GM-RES)

BETWEEN:

MR. RATNAKAR V. NAYAK
S/O LATE VENKATRAMAN NAYAK
AGED ABOUT 55 YEARS
RESIDING AT NO.28, MIG-II
KHB COLONY, PANCHAMUKI NAGAR
ANTHARASANAHALI
TUMKUR-572 106

...PETITIONER

(BY SRI. DINESH GAONKAR, ADVOCATE)

AND:

1. M/S. BANGALORE ELECTRICITY SUPPLY
COMPANY LIMITED, (BESCOM)
THE GOVERNMENT OF KARNATAKA
UNDERTAKING FORMED & INCORPORATED
UNDER IN INDIA THE COMPANIES ACT, 1956
HAVING IT'S REGISTERED OFFICE
AT K.R. CIRCLE
BANGALORE-560 001
REPRESENTED BY IT'S MANAGING DIRECTOR
2. THE ASSISSTANT EXECUTIVE ENGINEER
(ELECTRICAL)
C.O. & M DIVISION
BESCOM, TUMKUR
OFFICE AT: NEAR SARVODAYA
PU COLLEGE
HORAPETE, TUMAKUR-572 101



3. THE EXECUTIVE ENGINEER (ELECTRICAL)
C.O. & M DIVISION
BESCOM, TUMKUR
OFFICE AT: NEAR DR. SHIVKUMAR CIRCLE
KOTHITHOPU
TUMAKUR-572 101
4. THE CHIEF GENERAL MANAGER (OPERATIONS)
BESCOM
CORPORATE OFFICE, K.R. CIRCLE
BANGALORE-560 001
5. THE PRINCIPAL SECRETARY TO THE GOVERNMENT
STATE OF KARNATAKA
DEPARTMENT OF ENERGY
VIKASA SOUDHA
DR. AMBEDKAR VEEDHI
BENGALURU-560 001

...RESPONDENTS

(BY SRI. SRIRANGA, SENIOR COUNSEL FOR
SRI. P. PRASANNA KUMAR, ADVOCATE FOR R1 TO R4;
SRI. SRINIVAS KUMAR, HCGP FOR R5)

THIS WRIT PETITION IS FILED UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ENDORSEMENT DATED 17.10.2016 AT ANNEX-M AS ILLEGAL, ARBITRARY AND WITHOUT THE AUTHORITY OF LAW AND CONSEQUENTLY AND DIRECT R-1, 2 AND 3 TO COMMISSION THE PETITIONER'S 20 KWP SRTPV SYSTEM REGISTERED VIDE NO.SRT 16 AA 3141 CONNECT THE SRTPV SYSTEM TO THE LT-GRID OF THE R-1 & 2 AT TUMKUR AND ISSUE CONNECTIVITY CERTIFICATE TO THE PETITIONER AND ETC.

THIS PETITION, COMING ON FOR FINAL HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:
CORAM: HON'BLE MR. JUSTICE M.G.S. KAMAL



ORAL ORDER

1. Petitioner who had entered into a power purchase agreement (PPA) for rooftop solar PV plants with Net Metering Arrangement on 15.03.2016 with the respondent No.1-BESCOM is before this Court being aggrieved by the communication dated 17.10.2016 produced at Annexure-M, issued by respondent No.1, declining to provide BESCOM grid connection to the Rooftop solar PV plants installed by the petitioner.
2. Learned counsel for the petitioner reiterating the grounds urged in the memorandum of the petition submits that the impugned communication has come into existence purportedly based on inter-office communication dated 17.08.2016 produced at Annexure-N, which seeks to redefine the meaning of term "rooftop", subsequent to parties entering into PPA, which would amount to changing the rules of the game after commencement, which is impermissible. He submits that such inter-office communication does not have sanctity of law and the same is not binding on the petitioner. As such, the



respondent-Authority cannot take shelter under the said inter-office communication to undo what is agreed between the parties at an undisputed point in time. He submits that petitioner had complied with every term of the PPA in that he had installed the rooftop panels, inspection was carried out by the concerned officers who had certified the installation of the rooftop panels to be in order and all that was required for the respondent-authorities was to provide the connection to the BESCO grid. That it is at this juncture the respondent-authorities relying upon this inter-office communication have sought to change the very definition of term 'rooftop', detriment to the interest of the petitioner.

3. He relies upon the judgment of the Division Bench of this Court in the case of ***N. Amman Raju and others v. State of Karnataka and others*** in ***W.A.No.200557/2018 C/w Nos.200618-622/2018 and 200623-637/2018*** decided on 12.12.2018, and referring paragraph No.12 of the said Order, he submits that the respondent-authorities in the said case, as in the



instant case had sought to amend and review the provisions of the policy after entering into the agreement which was not accepted by the Court. Even in the instant case after entering into PPA the respondent-authorities have sought to change the very understanding of the definition of "rooftop" raising unwarranted grounds to deny the benefit of the PPA. He submits that the PPA is still valid for a period of 25 years, having been entered into on 15.03.2016. That the respondent-Authorities are therefore obligated to honour the terms of the PPA.

4. He also refers to the Consumer Guidelines for availing Grid connectivity of Solar Roof Top Photo Voltaic systems in BESCOM. In that, he draws attention of this Court to the Objective of the Programme as well as overview of Solar Roof Top Photo Voltaic (RTPV) Power plants and submits that the installation of rooftop panels by the petitioner are in compliance and in consonance with the said guidelines. As such, the respondent-Authorities are not justified in contending to the contrary. He also refers to the order dated 09.07.2025 passed by the Karnataka



Electricity Regulatory Commission in the matter of determination of tariffs and norms in respect of solar power projects. Referring to paragraph 9.C), he submits that the explanation given by the very Commission with regard to the installation of facade integrated solar panels would also meet the requirement of the Solar panels installed by the petitioner. Therefore, legally and factually there is no justification in respondent-authorities declining to honour the terms of the PPA is his contention. Hence, seeks for allowing of the petition.

5. Sri. Sriranga, learned Senior counsel appearing for the respondent-BESCOM, on the other hand, files a memo along with certain documents, namely, the order passed by the Karnataka Electricity Regulatory Commission dated 07.11.2017; details of the payment made by the petitioner from the date of commission till date; and also the photograph indicating the manner of installation of solar panels by the petitioner. Drawing attention of this Court to the photographs produced, learned Senior counsel vehemently submits that the very installation of



panels by the petitioner does not meet the basic requirement to be called as rooftop installation. That the policy is not to generate opportunity of business, but to provide an incentive for the domestic consumers of the power, who are capable of generating the powers using the existing rooftop of the buildings and diverting the excess generation of power to the power grid at a specified rate agreed between the parties. He submits in the instant case the rooftop panel installed by the petitioner not only do not meet the requirement of law but also indicate the same having been installed with an intention of creating a business prospects which is impermissible.

6. He further refers to the order passed by the Karnataka Electricity Regulatory Commission in O.P.No.171/2017 dated 30.07.2019, wherein the Commission, according to the learned Senior counsel, in a matter involving identical facts situation had found the policy being violated by the contractor therein as the installation was not in line with the guidelines.



7. He further submits that since the issue whether or not the installation of the panels by the petitioner meets the requirements or guidelines or the understanding of the rooftop involves complex question of facts which cannot be gone into under Article 226 of Constitution of India. Therefore, he submits as provided under Section 86 (1)(f) of the Electricity Act, 2003, the matter be referred to the Commission, who is competent under the statute to adjudicate the matter of this nature.
8. Heard and perused the records.
9. There is no dispute of the fact that the petitioner and the respondent-BESCOM had indeed entered into PPA on 15.03.2016, in terms of which, petitioner was required to install the panels and present the same for inspection. There is also no dispute of the fact that the inspection had been conducted by the respondent Nos.2 and 3, who have found the installation of the panels to be inconformity with the regulations.



10. It is the communication dated 17.08.2016 at Annexure-N, that was issued by the Additional Chief Secretary to the Government (Energy Department) to the Managing Directors, clarifying the understanding surrounding the term "Solar Roof Top Photo Voltaic system", which has created the present stalemate. The said communication reads as under:

*No. EN 70 VSC 2015 Karnataka Government Secretariat
Energy Department, Vikasa Soudha,
Bengaluru, Dated: 17-08-2016*

From:

*The Additional Chief Secretary to Government
Energy Department,
Bengaluru,*

To:

*The Managing Director,
BESCOM/MESCOM/HESCOM/GESCOM/CESC*

Sir,

*Sub:- Solar Roof Top PV Power Plants-reg.
Ref: Solar Policy 2014-21, Notification No: EN 21 VSC 2014
dated 22.05.2014.*

"A provision is made for Solar Roof Top PV plants in the Solar Policy 2014-21. Accordingly instructions/guidelines were issued from GOK, MNRE and KERC for setting up of Solar Roof Top plants from time to time.

I am directed to clarify that the solar panels of Solar Roof Top PV plants must be mandatorily mounted in the space available on the roof of any residential, commercial, institutional industrial and other buildings



which are constructed as per the building construction acts/norms. Solar PV plants with Solar panels installed on the ground or ground mounted by constructing structures using steel/iron/wooden/concrete supports are not be construed as Solar Roof Top PV plants".

Yours faithfully,

*(A.A. Chpparaband)
Under Secretary, Energy Department,
Ph:080-22034674*

11. It is in furtherance to the aforesaid communication, impugned communication as per Annexure-M has been issued, which reads as under:

ಕ್ರಮಾಂಕ: ಸ ಕಾ ನಿ ಇಂ(ವಿ): ನ ಉ ವಿ-1:ತು:16-17 ದಿನಾಂಕ:17-10-2016

ರವರಿಗೆ,

ರತ್ನಾಕರ ವಿ. ನಾಯಕ್

ಮ.ನಂ. 28, ಎಂ.ಐ.ಜಿ. II

ಕೆ.ಎಚ್.ಬಿ. ಕಾಲೋನಿ,

ಅಂತರಸನಹಳ್ಳಿ, ತುಮಕೂರು-06.

ಮಾನ್ಯರೇ,

ವಿಷಯ: 20ಕಿಲೋ ವ್ಯಾಟ್ ಸೌರಶಕ್ತಿ ಮೇಲ್ದಾವಣಿ ವಿದ್ಯುತ್ ಸ್ಥಳ ಗ್ರಿಡ್‌ಗೆ ಸಂಪರ್ಕ ಕಲ್ಪಿಸುವುದರ ಬಗ್ಗೆ.

ಉಲ್ಲೇಖ: 1) ನಿಮ್ಮ ಅರ್ಜಿ ದಿನಾಂಕ: 08-09-2016.

2) ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: EN70VSC 2015, ದಿ.17-08- 2016.

"ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ತಮಗೆ ತಿಳಿಸುವುದೇನೆಂದರೆ, ತಾವು ದಿನಾಂಕ:16.03.2016ರಲ್ಲಿ 20kWp ಮೇಲ್ದಾವಣಿ ಸೌರಶಕ್ತಿ ಸ್ಥಾವರದ ನಿರ್ಮಾಣ ಮಾಡಲು ಮಂಜೂರಾತಿ ಪಡೆದು PPA ಹೊಂದಿರುತ್ತೀರಿ. ಆದರಂತೆ ನಿಮ್ಮ ಸ್ಥಾವರದ ನಿರ್ಮಾಣ



HC-KAR

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ಮುಗಿದಿದ್ದರ ಬಗ್ಗೆ ಮಾಹಿತಿ ನಮೂನೆ-7 ಹಾಗೂ ನಿಮ್ಮ ಪತ್ರದ ದಿನಾಂಕ:08-09-2016ರ ಮಾಹಿತಿಯಂತೆ, ಕಾರ್ಯನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್ (ಎ) ತುಮಕೂರು ವಿಭಾಗ ಇವರ ಜೊತೆಗೆ ಸ್ಥಳ ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ತಾವು ಮೇಲೆ ಉಲ್ಲೇಖಿಸಿರುವ ಸಂಖ್ಯೆ:2ರಲ್ಲಿರುವ ಸುತ್ತೋಲೆಯಂತೆ ತಮ್ಮ ಸೌರಶಕ್ತಿ ಸ್ಥಾವರವನ್ನು ಕೇವಲ ತಮ್ಮ ಮನೆಯ ಮೇಲ್ಭಾಗದ ಮೇಲೆ ನಿರ್ಮಿಸದೆ ಸರಿ ಸುಮಾರು 3ಅಡಿ ಹೊರಗಡೆ ಸ್ಪೀಲ್ ಸ್ಟ್ರಕ್ಚರ್ ಉಪಯೋಗಿಸಿ ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಕಾರಣ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: EN70VSC 2015 ದಿನಾಂಕ 17-08-2016ರಂತೆ ತಮ್ಮ ಸೌರಶಕ್ತಿ ಸ್ಥಾವರವು ನಿರ್ಮಾಣವಾಗಿಲ್ಲದಿರುವುದರಿಂದ ಬೆಸ್ಕಾಂ ಗ್ರಿಡ್‌ಗೆ ಸಂಪರ್ಕಕಲ್ಪಿಸಲು ಸಾಧ್ಯವಿಲ್ಲವೆಂದು ಈ ಮೂಲಕ ತಮಗೆ ತಿಳಿಸುತ್ತಿದ್ದೇವೆ."

ವಂದನೆಗಳೊಂದಿಗೆ,

ತಮ್ಮ ವಿಶ್ವಾಸಿ,

ಸಹಿ/-

ಸಹಾಯಕ ಕಾರ್ಯ ನಿರ್ವಾಹಕ ಇಂಜಿನಿಯರ್(ಎ)

ಬಿ.ವಿ.ಕಂ. ನಗರ ಉಪ ವಿಭಾಗ-೧, ತುಮಕೂರು.

12. Vehement contention of the learned counsel for the petitioner is that the respondent-Authorities cannot retract from the contractual obligation under the guise of a communication at Annexure N, as the said communication does not have the force of law. Though the said submissions at the first blush appears to be acceptable, the fact remains the issue which is being agitated in this writ petition is concerning the understanding, interpretation and the effect of the terms of the PPA. In the other words, petitioner have understood to meaning of the term "rooftop" to be in a



particular manner while the respondents-Authorities are insisting its meaning to be in another manner.

13. This is an issue dealing with aspect of "*consensus-ad-idem*" between the parties, which in the considered view of this Court has nothing to do with the policy or the guidelines being relied upon by both the sides, as the case may be.

14. The consequences of the dispute arising out of the understanding of the terms of the agreement have to be dealt with in the manner provided in the agreement itself. Appropriate to refer to clause (10) of the agreement which reads as under:

"(10) Dispute resolution: All disputes between the parties arising out of or in connection with the agreement shall be first tried to be settled through mutual negotiation. The parties shall resolve the dispute in good faith and in equitable manner. In case of failure to resolve the dispute, either of the parties may approach the appropriate forum of law. "

15. Appropriate to refer to Section 86(1)(f) of the Electricity Act, which 2003 reads as under:



"86. Functions of State Commission.

The State Commission shall discharge the following functions, namely:-

(f) adjudicate upon the disputes between the licensees and generating companies and to refer any dispute for arbitration;"

16. Facts narrated and submissions noted above indicate that the dispute is revolving around the nature of structure put up by the petitioner, which according to the petitioner meets the requirement of the guidelines providing for putting up of the Solar Roof Top Photo Voltaic system, while in the views of respondent-BESCOM, they are not. This is purely a disputed question of fact and has got no relevance to the law as sought to be propagated.
17. In that view of the matter, this Court declines to show any indulgence at this juncture. Reserving liberty to the petitioner to approach the Karnataka Electricity Regulatory Commission as pointed out under Section 86(1)(f) of the Electricity Act, 2003. Petition is disposed of.
18. It is made clear that no opinion is expressed as the merits or otherwise of the case.



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19. The benefit of interim order is extended for a period of 60 days, enabling the petitioner to take steps, if so advised.
20. All contentions are kept open.

Sd/-
(M.G.S. KAMAL)
JUDGE

RL
List No.: 1 Sl No.: 21