IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, AT NAGPUR.

Writ Petition No. 2620 of 2025

[M.S.E.D.C.L. through its Superintending Engineer, O & M Nagpur Rural Circle, Nagpur **..vs..** M/s Minex Metallurgical Co. Ltd. through its Director, having its office at Kalmeshar, Nagpur]

Office Notes, Office Memoranda of Coram, appearances, Court's orders of directions and Registrar's orders	Court's or Judge's orders

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Mr. S. V. Purohit, Advocate for the petitioner
Mr. H. R. Gadhia with Mr. Aniket Sawal, Advocates for the respondent/caveator

CORAM : ANIL L. PANSARE J.

DATED : 26-06-2025

Heard.

2. The petitioner has questioned the order dated 13-1-2025 passed by the Consumer Grievance Redressal Forum (for short 'CGRF'), Nagpur in CGRF (Nagpur) Case No. 140/2024.

3. The respondent approached CGRF with a grievance that the petitioner is not charging bills as per net billing arrangement but has charged as per gross billing. The CGRF referred to order dated 5-8-2021 passed by Maharashtra Electricity Regulatory Commission (MERC), Mumbai in Case No. 28/2021 to direct the petitioner to apply net billing arrangement and adjust excess amount paid in subsequent bills. The relevant portion of order of CGRF reads as under.

> *"10. The Nodal Officer issued bill of June 2024 and Sept. 2024 in which applied gross billing conditions instead of net billing arrangement. Thus it is not as per the directions of Hon'ble MERC in case No. 28/2021, by which both the parties were directed to enter into net billing agreement as per the requirements laid down under the MERC (Grid Interactive Rooftop Renewable Energy Generating Systems) Regulations - 2019 with the*

rate of solar energy supply to MSEDCL to be the rate stipulated under the yearly Generic tariff Order approved by the Commission in terms of the MERC (Distribution Open Access) (First Amendment) Regulations 2019. Even after net billing agreement dtd. 04/05/2024, the MSEDCL has not given effect to the same and issued bill as per gross billing. We therefore record our finding to Point No. 1 & 2 in affirmative and pass following order :

ORDER

1. *The grievance application is hereby allowed with cost.*
2. *The Nodal Officer is directed to apply net billing arrangements for the Rooftop Generation System of the applicant with effect from the date of net billing agreement and adjust the excess amount paid in subsequent bills.*
3. *The cost of the grievance application Rs. 5,000/- be paid to the applicant.*
4. *Compliance be reported within 30 days.”*

4. As could be seen, the CGRF has relied upon the order passed by MERC in the earlier round of litigation where both the parties were directed to enter into net billing arrangement as per the MERC (Grid Interactive Rooftop Renewable Energy Generating Systems) Regulations – 2019.

5. I am informed that the respondent did not approach the petitioner for agreement till 16-11-2023, may be, because the net billing arrangement was not in its favour. It is only when amendment was brought to the definition of net billing arrangement in the Regulations of 2019, the respondent approached the petitioner to enter into net billing agreement. The petitioner has then executed agreement on 4-5-2024. It appears that later on, petitioner realized that agreement ought to have been entered in terms of the provisions then existing in the Regulations of 2019 and, therefore, started applying gross billing.

6. The respondents were aggrieved by such billing and, therefore, approached the CGRF with a plea that despite agreement having been entered into and there being order dated 5-8-2021 directing both the parties to enter into net billing arrangement, the petitioner has applied gross billing.

7. Learned counsel for the petitioner made a desperate attempt to convince that though the petitioner entered into agreement, clauses in the agreement post amendment to Regulations of 2019 would not apply.

8. I find the argument to be without merit in as much as once the parties entered into agreement on 4-5-2024, unless the same is challenged, both will be bound by the terms of agreement, particularly, if the agreement is outcome of the order passed by MERC in the proceedings between the parties. As stated earlier, MERC directed both the parties to enter into net billing arrangement on the basis of Regulations of 2019. The respondents though did not approach petitioner in terms of provisions then existing in the Regulations of 2019, it was open to the petitioner to not agree to the clauses of the agreement dated 4-5-2024, which according to it were not subject matter of order dated 5-8-2021. Having entered into agreement with open eye, it will not lie in the mouth of petitioner to say that they will not comply with the terms of agreement. The order impugned cannot be, therefore, said to be perverse. In other words, there is no merit in the petition. The petition is accordingly dismissed with no order as to costs.

(Anil L. Pansare, J.)

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