

MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL

Sub : Execution of fresh Power Purchase and Wheeling Agreement for balance period of project life for third party sale of wind energy and a new condition of ABT Compliant Meter and ME of 0.2 Accuracy class at WEG Locations in addition to a common billing meter at grid interconnection point imposed by Respondent No.1 and continuation of 0.5 Accuracy meter at grid interconnection point earlier installed by Respondent No.1 at the cost of all windmills owners.

Petition No. 20/2012

ORDER

(Date of hearing 20th March, 2012)

(Date of order 26th March, 2012)

M/s Kalani Industries Pvt. Ltd. - Petitioner
Treasure Island, 6th Floor,
11, Tukoganj, Main Road, Indore.

V/s

M.P.Paschim Kshetra Vidyut Vitaran Co. Ltd., - Respondent No.1
GPH Compound, Pologround,
Indore – 452003.

M.P.Power Trading Co. Ltd., - Respondent No. 2
Shakti Bhawan, Rampur, Jabalpur.

Shri R.C.Sharma and Shri K.K.Chaturvedi, Advocate appeared on behalf of Petitioner.

Shri Anant Chaure, Law Office appeared on behalf of Respondent No.1.

Ms Parul Dangi, Legal Executive appeared on behalf of Respondent No.2.

2. The Petitioner, M/s. Kalani Industries Pvt. Ltd. filed a petition in the above matter.

3. Petitioner is the owner of the 2 Nos. of Wind Electric Generators each of 600 KW rating installed at Village Nagda, Distt. Dewas. The said WEGs were commissioned on 28.03.2008. Petitioner signed the PPA & WA for sale of energy to third party i.e. M/s EWDPL India Pvt. Ltd, for initial period of 3 years. Subsequently, the initial period of the agreement was extended for the remaining period of plant life

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vide Commission's order dated 15.03.2011. Supplementary agreement in this regard has been signed by Petitioner. However, the Respondent No.1 (West Discom) has not yet signed the said fresh agreement on the grounds that 0.2 S Accuracy class ABT compliant metering equipment should be installed, for the extended period, by the Petitioner at its WEGs No. 15 and 24 at the point of injection and at the point of consumption by the third party purchaser as per Clause No. 10.3 of the agreement and as per the terms & conditions governing consent for open Access. Petitioner has averred that the Commission vide its order dated 05.09.2006 passed in Petition No. 74/2006 had clearly identified the interface point (point of injection) for Nagda windfarm as a point which lies between the project with yard and the evacuation system of the Utility (33 KV grid interconnecting line).

4. Petitioner has further submitted that the common metering system of 0.5 S WEGs is already in existence and there is no difficulty in implementing the same. Hence there is no need to put additional 0.2 S Accuracy meter on two WEGs No. 15 and 24 for the remaining period of the project life. Petitioner has further stated that Respondent No. 1 has issued a letter dated 04.01.2012 to MP Wind Farms Ltd. asking to install meter of 0.2 Accuracy at the WEGs of the petitioner. In the said letter Chief Engineer (Comm.) has stated that replacing the existing 0.5 accuracy is not required. Thus the said letter clarifies that there is no purpose of installing the additional meter of 0.2 accuracy at the WEGs of Petitioner.

5. Petitioner has also relied on Clause 12.6 of the wind tariff order of 2007 which provides that wind electric generation projects are out of the purview of scheduling and merit order dispatch. Therefore ABT and B&C code are not applicable to wind electric

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generation projects commissioned under this order. The Petitioner intending to sign a long term agreement for third party sale has no intension of sale of energy through power exchange. Under the circumstances replacement of the existing meter with ABT compliant meter is not necessary.

6. Petitioner has submitted that in case of sale of energy to utility there is a similar clause with regard to installation of meter of 0.2 S Accuracy in the agreement but the said clause is not enforced against the owner of WEGs towards selling of energy to utility because Respondent No. 1 in their wisdom had already installed a common meter and therefore, also the enforcement of decision of respondent No. 1 against the petitioner in isolation is not justified by any means.

7. Petitioner has prayed as under :

- (i) Observe that when a common meter of 0.5 Accuracy for all 25S WEGs is installed at the injecting point of the grid, there is no need to put additional 0.2 S Accuracy meter on two WEGs No. 15 and 24 of Petitioner.
- (ii) Observe that when metering and billing system is regulated by the said common meter of 0.5 Accuracy installed by respondent No. 1 in their wisdom at the time of commissioning of 25 WEGs for which all WEGs owners agreed and if respondent No. 1 think to replace the same by 0.2S meter either at its own cost or at the cost of all owners, the petitioner has no objection.
- (iii) Direct that the PP & WA pending for execution by Respondent No. 1 be executed and copies provided to all concerned with instruction to allow

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adjustment of wheeled energy in the consumer's electricity bill.

- (iv) Direct that pending the hearing and final disposal of this petition or the replacement of 0.2 S Accuracy meter if so directed by the Hon'ble Commission at the common metering point, the credit of units to petitioner be given as the petitioner is incurring huge losses and unable to meet out the installment of loan taken by the petitioner.
- (v) Confirm that injection point for the Wind Electric Generating Project is the grid interconnection point in the windfarm and the common meter of 0.5S accuracy provided at this point is the billing meter for the purpose of the PP & WA under execution.
- (vi) Observe that ABT & B&C code not being applicable to wind electric generating projects in operation (old projects) where a system is already in place, the TOD compliant energy meter and the ME already provided which meets the requirements of applicable wind power tariff is quite adequate.

8. The case was listed for hearing on 20.03.2012.

9. During the hearing, the representative of Petitioner reiterated the contents of the petition. He has further submitted that the metering with 0.5 Accuracy class was commissioned with the consent of MP Power Trading Co. and West Discom and now the replacement of above metering with 0.2 S Accuracy class metering is not possible as there is no proper justification. However, the metering at the common point of injection into the grid may be replaced by 0.2 S Accuracy class metering.

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10. During the hearing, the representative of Respondent No.1 submitted that earlier the Petitioner intended to sell the generated units to MP Power Trading Co. Ltd but thereafter the Petitioner decided to sell the generated power to third party. Further, while executing earlier agreement, the West Discom was not a party. Now the permission for open access was granted to the Petitioner by MP Power Transmission Co. Ltd. wherein it was specifically mentioned that 0.2 S Accuracy class metering is to be provided. The Grid Code also provides for 0.2 S Accuracy class metering. The Commission enquired from the representative of West Discom regarding number of wind machines commissioned in West Discom and how many wind machines out the above are provided with 0.2 S Accuracy class metering. The representative of West Discom could not reply.

11. During the representative of MP Power Trading Co. Ltd. submitted that the agreement is based on model power purchase agreement approved by the Commission, wherein there is a provision for 0.2 S Accuracy class metering and ABT compatible meter. It was also submitted that Petitioner vide letter No. 466 dated 25.09.2008 conveyed their acceptance on applicable terms and conditions on which the open access has been allowed.

12. During the hearing, the representative of MP Wind Farm Ltd. with the permission of the Commission, submitted that the West Discom has provided 0.5 S Accuracy class metering at the site and now for renewal of the same units, they are insisting for 0.2 S Accuracy class for metering which does not seem to be fair.

13. On hearing the Petitioner and the Respondent and considering the facts of the

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case, the Commission is of the view that the Developer is required to install 0.2 S Accuracy class meter at the common off-take point at the sub-station in terms of the provisions of MP Electricity Grid Code and Central Electricity Authority Regulations namely, CEA (Installation and Operation of Meters) Regulations, 2006, as amended and the power purchase agreement. The Commission, therefore, directs the Developer/Petitioner/Respondents to take following actions:

- (i) The Developers or Respondent No.1 at the cost of developers shall replace 0.5 Accuracy class meter/metering equipment by 0.2 S Accuracy class meter/metering equipment at the common off-take point within a period of 6 months. This should be ensured for all wind farms.
- (ii) The Respondents shall continue to follow earlier methodology for segregation of generation amongst various WEGs.
- (iii) Till such time, the Developers or Respondent No.1 at the cost of developers replaces 0.5 Accuracy class meter/metering equipment by 0.2 S Accuracy class meter/metering equipment, Respondents shall deduct the units recorded equivalent to the difference of maximum errors with 0.5 and 0.2 S Accuracy class from the total generated units with effect from the date of issue of this order. This provision shall apply for a maximum of six months.
- (iv) The Petitioner shall execute agreement as per Model PPA.
- (v) A copy of this order be also served on other two Discoms to ensure compliance of instructions at Sl. No. (i)

14. With the above directions, the Petition No. 20 of 2012 stands disposed of.

Ordered accordingly,

sd/-
(C.S.Sharma)
Member

sd/-
(Rakesh Sahni)
Chairman