

Record of proceedings dated 28-10-2017

Public hearing on Load Forecasts, Resource Plans, Investment Plans and State
Electricity Plan

Sri P. Shiva Rao, learned Standing Counsel for utilities, Sri K. Gopal Choudary, Advocate – Amicus Curiae, Sri M. Venugopala Rao, Sr. Journalist & Convenor, Centre for Power Studies, learned objector are present.

Sri P. Shiva Rao, learned Standing Counsel for the utilities requested for further time to make ready the information required by the Hon'ble Member Technical and learned *amicus curiae* so as to have presentable plans for consideration. Hence, the matter is posted to 25-11-2017.

Call on:

25-11-2017
at 11:00 AM

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Public hearing in the matter of allocating inflated demand by the Andhra Pradesh Gas
Power Corporation Ltd (APGPCL) to its shareholders.

Sri P. Shiva Rao, learned Standing Counsel for AP Transco, APSPDCL and APEPDCL, Sri K. Vijaya Bhaskar Reddy, learned counsel for M/s. APGPCL, Sri Challa Gunaranjan, learned counsel representing (i) Super Spinning Mills Ltd (ii) Sri Satyanarayana Spinning Mills Ltd., (iii) Sree Akkamamba Textiles Ltd. & (iv) India Cements Ltd., Sri K. Gopal Choudary, Advocate representing (i) International Paper APPM Ltd., (ii) The Andhra Sugars Ltd., (iii) The Andhra Petrochemicals Ltd., (iv) Hindustan Zinc Ltd. (Vedanta), (v) Precot Meridian Ltd. (vi) LG Polymers India Pvt. Ltd. & (vii) Sri

Dhanalakshmi Cotton & Rice Mills Pvt. Ltd., and Sri M. Venugopala Rao, Sr. Journalist & Convenor, Centre for Power Studies, learned objectors are present.

At request on behalf of Sri C.V. Mohan Reddy, Senior Counsel, the matter is posted to 02-12-2017.

Call on: 02-12-2017
at 11:00 AM

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Public hearing in the matter of 41 Nos. PPAs entered by APSPDCL with various wind power developers upto end of FY 2016-17

Sri P. Shiva Rao, learned Standing Counsel for APSPDCL, Sri S.V.S. Chowdary, learned counsel representing (1) M/s. Arkas Energy LLP; (2) M/s. Poonawalla Aviation Pvt Ltd., (3) M/s. Poonawalla Shares & Securities Pvt. Ltd., (4) M/s Cyza chem. Pvt. Ltd., (5) Villoos Green Field Farms (6) M/s. Cyrus Poonawalla Family Trust (7) M/s. Poonawalla Estates Stud And Agri Farm Pvt. Ltd., (8) Chanda Investment & Trading Co. Pvt. Ltd., (9) M/s. Adurjee & Bros Pvt. Ltd., (10) M/s. Naukhal Investment Pvt Ltd., (11) M/s. Eenadu Television Pvt. Ltd., (12) M/s. Ushodaya Enterprises Pvt. Ltd [Renewable Energy Division] (13) M/s. Jai Bharat Gum & Chemicals Ltd., (14) M/s. Rajasthan Gum Pvt. Ltd., (15) M/s. Chimique (India) Ltd., Sri K. Ravi Kumar Reddy, Chairman & Managing Director representing M/s. Axis Energy Ventures India Pvt. Ltd., Sri S.S. Niranjana Reddy, Sr. Advocate, Ms. Puja Priyadarshini, Advocate representing M/s. KCT Renewable Energy Pvt. Ltd., Sri Challa Gunaranjan, learned counsel representing (1) M/s. Mangalam Fashions Ltd., (2) M/s. HC Commercial Ltd., (3) M/s.RSM Estates Ltd.,

(4) M/s Daulat Financial Services Pvt. Ltd., Sri K. Gopal Choudary, learned counsel representing (1) M/s Sembcorp Green Infra Ltd & (2) M/s. Renew Power Ventures Pvt. Ltd. [M/s. Molagavalli Renewable Pvt. Ltd], Sri. A. Vishwanath representing M/s. PTC Energy Ltd., Sri. M. Venugopala Rao, Sr. Journalist & Convenor, Centre for Power Studies; Sri. S. Chandramouli representing APSEB Engineers' Association and Sri. S. Prathap representing APSEB Asst. Engineers' Association, learned objectors are present.

Heard Sri S. Niranjan Reddy, Senior Counsel assisted by Ms. Puja Priyadarshini, Ms. Ruhaina Khatoon, Advocates representing M/s. KCT Renewable Energy Pvt. Ltd., Sri K. Gopal Choudary, learned counsel representing M/s. Sembcorp Green Infra Ltd., and M/s. Rena Power Ventures Pvt. Ltd., (Molagavalli Renewable Pvt. Ltd.) Sri P. Shiva Rao, leaned Standing Counsel for APSPDCL, Sri M. Venugopala Rao, Sr. Journalist & Convenor, Centre for Power Studies, Hyderabad, Sri S. Chandra Mouli, representing APSEB Engineer's Association, Sri S. Pratap representing APSEB Asst. Engineers Association and Sri A. Viswanath representing M/s. PTC Energy Limited. No other objectors made any further submissions. Hearing is closed. For orders, the matter is posted to 25-11-2017.

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at 11:00 AM

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I.A. No. 8 of 2017 in O.P. Nos.28 & 29 of 2016

APSPDCL & APEPDCL Vs M/s. Lanco Kondapalli Power Pvt. Ltd & M/s. Spectrum
Power Generation Ltd

Public hearing on Petition u/s 62 (4), 86 (1) (b) of the Electricity Act, 2003 r/w
Regulation 55 of the APERC (Conduct of Business) Regulations, 1999 seeking
permission to procure power from respondents

Sri P. Shiva Rao, learned Standing Counsel for the petitioners, Sri Challa Gunaranjan & Sri K. Gopal Choudary representing M/s. Lanco Kondapalli Power Pvt. Ltd., M/s. Ch. Pushyam Kiran and Sri M. Naga Deepak, learned counsel representing M/s. Spectrum Power Generation Ltd., Sri M. Venugopala Rao, Sr. Journalist & Convenor, Centre for Power Studies, Sri S. Chandra Mouli representing APSEB Engineers Association and Sri S. Pratap representing APSEB Assistant Engineers' Association, learned objectors are present.

Further arguments of Sri P. Shiva Rao, learned Standing Counsel for the petitioners, Sri K. Gopal Choudary, learned counsel for M/s. Lanco Kondapalli Power Pvt. Ltd., Sri Ch. Pushyam Kiran, learned counsel for M/s. Spectrum Power Generation Ltd., Sri M. Venugopala Rao, Sri S. Chandra Mouli and Sri S. Pratap, learned objectors are heard. Sri P. Shiva Rao, learned Standing Counsel for the petitioners stated that any further information sought for by Sri M. Venugopala Rao in his objections cannot and is not being furnished. Arguments are concluded. For orders, the matter is posted to 18-11-2017.

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18-11-2017
at 11:00 AM

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O.P. No. 24 of 2016
Aquawave Biotech Pvt Ltd Vs APSPDCL & 2 others

Petitioner challenging the Memo No. CGM/Opn/APSPDCL/TPT/RAC/F: /D. No. 282/2016 Dated 27-07-2016 issued by the Chief General Manager (Operations), APSPDCL / Respondent No.2

Sri K. Venkata Ranga Das, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for APSPDCL are present.

Rejoinder filed. For hearing, the matter is posted to 25-11-2017.

Call on: 25-11-2017
at 11:00 AM

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O.P. No. 6 of 2017
APSPDCL & APEPDCL Vs M/s. Reliance Infrastructure Ltd., TSSPDCL & TSNPDCL
(R-2 & R-3 are Proforma Parties)

Petition filed under Section 86 (1) (f) of the Electricity Act, 2003 requesting the Commission to direct the Respondent No.1 (M/s. Reliance Infrastructure Ltd) to pay for the energy consumed by the latter towards auxiliary consumption for its 220 MW power project at Samalkot at HT-1 scheduled tariff

Sri P. Shiva Rao, learned Standing Counsel for the petitioners and Sri Abinay, learned counsel representing Sri P. Vikram, learned counsel for M/s. Reliance Infrastructure Ltd., are present.

At request, the matter is posted to 23-12-2017, as the question of jurisdiction which is under consideration of the Hon'ble High Court is stated to be involved in this matter.

Call on: 23-12-2017
at 11:00 AM

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O.P. No. 28 of 2017
APSPDCL & APEPDCL Vs M/s. Konaseema Gas Power Ltd & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 requesting the Commission to direct the respondent No.1 to pay the energy consumed by it towards Start-up and Maintenance of its 444.08 MW project at Devarapalli (V), Ravulapalem (M), East Godavari District at HT-1 scheduled tariff

Sri P. Shiva Rao, learned Standing Counsel for the petitioners is present.

At request, the matter is posted to 23-12-2017, as the question of jurisdiction which is under consideration of the Hon'ble High Court is stated to be involved in this matter.

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at 11:00 AM

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O.P. No. 29 of 2017
APSPDCL & APEPDCL Vs M/s. GVK Gautami Power Pvt. Ltd & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 requesting the Commission to direct the respondent No.1 to pay the energy consumed by it towards Start-up and Maintenance of its 464 MW project at Peddapuram, East Godavari District at HT-1 scheduled tariff

Sri P. Shiva Rao, learned Standing Counsel for the petitioners and Sri Ch. Pushyam Kiran and Sri M. Naga Deepak, learned counsel for GVK Gautami Power Pvt. Ltd., are present.

At request, the matter is posted to 23-12-2017, as the question of jurisdiction which is under consideration of the Hon'ble High Court is stated to be involved in this matter.

Call on: 23-12-2017
at 11:00 AM

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O.P. No. 30 of 2017

APSPDCL & APEPDCL Vs M/s. GMR Vemagiri Power Generation Ltd & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 requesting the Commission to direct the respondent No.1 to pay the energy consumed by it towards Start-up and Maintenance of its 370 MW project at Vemagiri (V), Kadium (M), East Godavari District at HT-1 scheduled tariff

Sri P. Shiva Rao, learned Standing Counsel for the petitioners and Sri K. Siddarth Rao, representing GMR Vemagiri Power Generation Ltd., are present.

At request, the matter is posted to 23-12-2017, as the question of jurisdiction which is under consideration of the Hon'ble High Court is stated to be involved in this matter.

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at 11:00 AM

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O.P. No. 31 of 2017

APSPDCL & APEPDCL Vs M/s. GVK Industries Ltd & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 requesting the Commission to direct the respondent No.1 to pay the energy consumed by it towards Start-up and Maintenance of its 220 MW project at Jegurupadu, East Godavari District at HT-1 scheduled tariff

Sri P. Shiva Rao, learned Standing Counsel for the petitioners and Sri Ch. Pushyam Kiran and Sri M. Naga Deepak, learned counsel for GVK Industries Ltd., are present.

At request, the matter is posted to 23-12-2017, as the question of jurisdiction which is under consideration of the Hon'ble High Court is stated to be involved in this matter.

Call on: 23-12-2017
at 11:00 AM

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O.P. No. 20 of 2015
Empee Power Co (I) Ltd Vs APSPDCL

Petition u/s 62 r/w 86 (1) of the Electricity Act, 2003 for revision of tariff specified under Article 2.2 of the Power Purchase Agreement dated 23.05.2007

Sri K. Gopal Choudary & Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondent are present.

At request of the parties, the matter is posted to 25-11-2017.

Call on: 25-11-2017
at 11:00 AM

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E.P. No. 1 of 2017 in Appeal No. 228 of 2012 (Before the Hon'ble ATE)
(FOR ORDERS)

M/s. SNJ Sugars and Products Ltd Vs APTRANSCO & 3 others

Petition filed by M/s. SNJ Sugars and Products Ltd u/s 120 (3) of the Electricity Act, 2003 for execution of the Hon'ble Appellate Tribunal for Electricity (ATE) judgment and order dt. 04-02-2013 was disposed by ATE, vide its order dt.31-05-2017 passed in E.P. No. 1 of 2017 in Appeal No. 228 of 2012. While disposing the execution petition, the ATE remanded the matter to the Commission only for the purpose of calculating the amount due to the petitioner as per the judgment of the ATE dt.04-02-2013, which exercise shall be completed after hearing the parties within a period of two months from the date of receipt of the said order

Sri M.S. Prasad, Senior Advocate and Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Orders are not ready. Hence, for orders, the matter is posted to 03-11-2017 after lunch.

Call on: 03-11-2017
at 03:00 PM

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O.P. No. 32 of 2015

M/s. ITC Ltd Vs APTRANSCO & APSLDC

Petition under Sections 62(6), 142 & 146 of the Electricity Act, 2003 for recovery of transmission charges collected contrary to Transmission Tariff Order dated 09-05-2015 and interest thereon

Sri K. Gopal Choudary, Advocate for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

At request, the matter is posted to 18-11-2017.

Call on:

18-11-2017
at 11:00 AM

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O.P. No. 21 of 2017

M/s. Orange Uravakonda Wind Power Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to open Irrevocable Letter of Credit and payment of amounts deducted towards 2% rebate from monthly power bills; for payment of interest on delayed payment in terms PPAs

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 2% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of

the Power Purchase Agreement i.e., at the existing SBI base rate plus 1%. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

Call on:

25-11-2017
at 11:00 AM

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O.P. No. 22 of 2017
M/s. Khandke Wind Energy Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to pay amounts wrongfully deducted towards rebate from monthly power bills; for payment of interest on delayed payment in terms PPAs., and to open Irrevocable Letter of Credit

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 1% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing nationalized bank rate. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to

the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

Call on:

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at 11:00 AM

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O.P. No. 23 of 2017
M/s. Orange Anantapur Wind Power Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to open Irrevocable Letter of Credit; for payment of amounts deducted towards 2% rebate from monthly power bills and for payment of interest on delayed payment in terms PPAs

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 2% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing SBI base rate plus 1%. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on

instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

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O.P. No. 24 of 2017
M/s. Tadas Wind Energy Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to pay amounts wrongfully deducted towards rebate from monthly power bills; for payment of interest on delayed payment in terms PPAs., and to open Irrevocable Letter of Credit

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 1% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing nationalized bank rate. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the

same by the next date of hearing. On the date, the said issue will be decided on merits.
Hence, the matter is posted to 25-11-2017.

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at 11:00 AM

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O.P. No. 25 of 2017
M/s. Mytrah Vayu (Pennar) Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to open Irrevocable Letter of Credit; payment of amounts deducted towards 1% rebate from monthly power bills and for payment of interest on delayed payment in terms PPAs

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 1% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing nationalized bank rate. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days

from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

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at 11:00 AM

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O.P. No. 26 of 2017
M/s. Mytrah Vayu (Krishna) Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to open Irrevocable Letter of Credit; payment of amounts deducted towards 1% rebate from monthly power bills and for payment of interest on delayed payment in terms PPAs

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in

the petition is for a direction to the respondents to pay the amount deducted towards 1% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing nationalized bank rate. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

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at 11:00 AM

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O.P. No. 27 of 2017
M/s. Mytrah Vayu (Indravati) Pvt. Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to open Irrevocable Letter of Credit; payment of amounts deducted towards 2% rebate from monthly power bills and for payment of interest on delayed payment in terms PPAs

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 2% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing SBI base rate plus 1%. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount, if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per

clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

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at 11:00 AM

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O.P. No. 35 of 2017
M/s. Jindal Aluminium Ltd Vs APSPDCL & 2 others

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w APERC (Conduct of Business) Regulations, 1999 requesting the Commission for direction to the respondents to open Irrevocable Letter of Credit; payment of amounts deducted towards 1% rebate from monthly power bills and for payment of interest on delayed payment in terms PPAs

Sri Challa Gunaranjan, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents are present.

Heard, Sri P. Shiva Rao, learned Standing Counsel for respondents 1 to 3 and Sri Challa Gunaranjan, learned counsel for the petitioner. One of the reliefs sought for in the petition is for a direction to the respondents to pay the amount deducted towards 1% rebate under the Power Purchase Agreement along with interest as per Article 5.2 of the Power Purchase Agreement i.e., at the existing SBI base rate plus 1%. In the Counter, the distribution company pleaded their inability to pay the amount in time due to their bad financial condition and expressed their readiness to pay the rebate amount,

if the petitioner does not press for the claim of interest. Both the learned counsel on instructions from their clients stated that an understanding has been reached in respect of interest component of the claim to restrict it to 25% of what was due under clause 5.2 of the Power Purchase Agreement if the principal rebate amount is paid within 30 days from the date of the order of this Commission. On the question of opening irrevocable letter of credit under Article 5.4 of the Power Purchase Agreement, Sri P. Shiva Rao, learned Standing Counsel for the respondents sought for time for filing additional counter. Therefore, the respondents shall pay the amount deducted towards rebate from the amounts payable to the petitioner along with 25% of interest thereon as per clause 5.2 of the Power Purchase Agreement within 30 days from today and report to the Commission. In default, the concession relating to interest shall also be open to review on the next date of hearing. Concerning relief of irrevocable letter of credit, the respondents, if they have any additional pleading have to positively come up with the same by the next date of hearing. On the date, the said issue will be decided on merits. Hence, the matter is posted to 25-11-2017.

Call on:

25-11-2017
at 11:00 AM

Sd/-
MEMBER / PRM

Sd/-
MEMBER / PR

Sd/-
CHAIRMAN

O.P. No.36 of 2017
M/s. Orange Uravakonda Wind Power Pvt. Ltd Vs APSPDCL

Petition under Section 86 (1) (f) of the Electricity Act, 2003 r/w Article 10.4 of the Power Purchase Agreement dated 31-05-2016 entered between the parties in relation to non-acceptance of monthly invoices and non-payment for supply of electricity from 100.8 MW capacity wind power project of the petitioner at Belugappa in Anantapur District

Sri S. Niranjan Reddy, Sri Avinash Desai and Anijeet Leela, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondent are present.

At request, the matter is posted to 25-11-2017.

Call on:

25-11-2017
at 11:00 AM

Sd/-
MEMBER / PRM

Sd/-
MEMBER / PR

Sd/-
CHAIRMAN