



ANDHRA PRADESH ELECTRICITY REGULATORY COMMISSION
4th Floor, Singareni Bhavan, Red Hills, Hyderabad 500 004

O.P. No. 27 of 2016

Date: 24-02-2018

Present
Justice G. Bhavani Prasad, Chairman
Dr. P. Raghu, Member
Sri P. Rama Mohan, Member

Between:

Shri Girija Alloy and Power (I) Private Limited ... Petitioner

A N D

1. Transmission Corporation of Andhra Pradesh
2. The Andhra Pradesh Eastern Power Distribution Company Limited ... Respondents

This Original Petition has come up for hearing finally on 20-01-2018 in the presence of Sri O. Manohar Reddy, learned counsel for the petitioner and Sri P. Shiva Rao, learned Standing Counsel for the respondents. After carefully considering the material available on record and after hearing the arguments of the learned counsel for both parties, the Commission passed the following:

ORDER

A petition under section 86 (1) (f) read with section 46 of the Electricity Act, 2003 to direct the 2nd respondent to refund the excess of development charges paid i.e. Rs.3,12,60,226/- with subsequent interest at 18% per annum and other appropriate orders.

2. The petitioner's case is that it purchased 150 acres of land at Peddapuram, East Godavari District for establishment of 3 x 36 MW Captive Power Plant and 6 x 9 MVA Ferro Alloy Plant and commenced the project work. The petitioner applied on

08-11-2010 for sanction of a Contracted Maximum Demand of 36 MVA at 220 KV level for operating the Ferro Alloy Plant, which was ready for commissioning, informing that the power supply was required from June / August 2011 and that the proposed Captive Power Plant of 108 MW will be commencing from 2013. The Captive Power Plant will meet the power supply needs of the petitioner and also export the surplus of 50 MW power. A letter was enclosed to the application, accordingly stating that a startup power of 3 MW will be kept from the 3rd year onwards. The petitioner also specified that the expected date of completion for first phase supply is June 2011 and for 27 MVA Ferro Alloys capacity, it is April / June 2013. The Chief Engineer, Construction II addressed a letter dated 29-03-2011 informing that after payment of charges of Rs.4,30,64, 414/-, the works can be executed by the petitioner on turnkey basis as per the specified terms and conditions. The work was so executed and when the work of procurement, execution and commissioning is done by the petitioner on turnkey basis, inclusion of price escalation at 10% contingencies, 3% spares and 10.75% establishment, overhead charges does not arise. But the petitioner company had to pay 10% on the estimated amount towards supervision charges. When the entire amount was paid from 26-04-2011 to 17-10-2011 and the petitioner addressed 2nd respondent on 10-01-2012 intimating its readiness to draw power for the Ferro Alloy unit at 7.2 MVA for the first month, 18 MVA for the second month, 27 MVA for the third and fourth months and 36 MVA from the fifth month onwards, the Chief General Manager, Commercial, RAC and Planning, APEPDCL addressed a letter to the Executive Director, Planning, RAC and Reforms, AP Transco to communicate the approval of the AP Transco for release. The petitioner also furnished a bank guarantee for a sum of Rs.1,14,50,045/- on 21-06-2012 valid upto 20-12-2013 and made an

application on 19-03-2012 stating that it was sanctioned a load of 36 MVA for which it paid Rs.2,70,00,000/- at Rs.750/- per KVA towards line development charges and requested release of 18 MVA initially pre-commissioning and trial run though there was load centre readiness of 27 MVA. A letter was also addressed to the Executive Director, Planning, AP Transco on 20-06-2012 informing that the construction work for 220 KVA transmission line and 2 Nos. of bays at Samalkot sub-station was completed and a Completion Certificate was issued by the competent authority after inspection. Release of power was requested, as all the charges were paid. The Chief Electrical Inspector issued a certificate on 31-05-2012 and the Pollution Control Board gave permission in April 2012. However, the 2nd respondent failed to release the power supply. As the respondents were delaying to release the power supply, the construction of Captive Power Plant was expedited and for startup power requirement by release of 7 MVA, an application was made on 07-09-2012. As Rs.2.70 crores was already paid, it was requested to retain the development charges for 7 MVA and adjust the balance. Even that power was not released in spite of a further letter dated 07-11-2012. The 1st respondent was requested by a letter dated 22-02-2013 to release atleast 3 MVA startup power, which was approved by the 1st respondent on 05-03-2013. The petitioner then submitted the necessary approvals along with a Demand Draft for Rs.30 lakhs on 18-03-2013 and entered into a Power Purchase Agreement with the 2nd respondent in August 2013. The petitioner then represented to the 1st respondent on 07-11-2013 that as sanctioned load of 36 MW was not released and as only 3 MW was availed as startup power for the Captive Power Plant, the balance amount of Rs.2.475 crores out of Rs.2.7 crores paid towards development charges may be refunded. However, the Executive Director of the 1st respondent in a letter dated 19-11-2013 stated that

as per clause 5.3.3 of the General Terms and Conditions of Supply of the Distribution and Retail Supply Licenses, the refund of the balance development charges is not feasible, as the work in respect of extension of HT supply was completed and commissioned. The refusal of the respondents to refund the development charges is contrary to the provisions of the Electricity Act, 2003. When the power supply was not released in the specified time, condition 5.3.3 of General Terms and Conditions of Supply of the Distribution and Retail Supply Licenses will not apply. When no service is provided and when the petitioner itself executed the work on turnkey basis, the excess amount paid has to be refunded. In fact, there was a change in the scheme with the erection of two 220 KV metering bays at the petitioner's premises was merged with feeder bays reducing the estimated cost to Rs.33 lakhs from Rs.2.85 crores. The petitioner is entitled for refund of difference of 10% amount paid on the gross estimate and the claim is within the time. Hence, the petition.

3. The 1st respondent in its counter claimed that the petitioner being a consumer, the Commission has no jurisdiction to entertain the grievance of the consumer. Even otherwise, the 1st respondent approved the scheme for drawal of 36 MVA for the Ferro Alloy unit of the petitioner on payment of supervision charges, spares cost of Rs.1,60,64, 414/- on 27-04-2011 and 10-05-2011 and development charges of Rs.2,70,00,000/- for 36 MVA load on 17-10-2011. The petitioner did not execute the approved scheme in full shape while executing it on turnkey basis and requested to supply power through the first circuit when the second circuit was still pending even by 21-06-2012. It is only after submitting the final BOQ of the subject work, the actual scheme cost and supervision charges are to be finalized and as even the first circuit line work was not completed till June, 2012, the readiness of the

petitioner to draw power as stated in the letter dated 10-01-2012 is not true. Similarly even by the time of the letter dated 19-06-2012 from the petitioner limiting the request for sanction of power to 18 MVA, the line work was not completed in full shape and statutory remarks were pending by 29-09-2012 also. The certificate of the Chief Electrical Inspector and the Pollution Control Board are regarding the Ferro Alloy unit and not concerning the line works for release of supply from the Transco. When the petitioner requested for 3 MVA load for startup power in a letter dated 26-11-2012, the 1st respondent approved the same by a letter dated 05-03-2013 and even by that time the scheme work was not completed in full shape. There was a delay of one year in line work and by June 2012, the respondents were facing severe power crisis and Restriction and Control measures were imposed by the Commission. Hence, they intimated by letter dated 19-06-2012 to limit the power to 18 MVA, entering into a HT agreement for a minimum period of two years with minimum charges for one year coming to Rs.44,02,55,700/- for 2012-13 and Rs.55,24,30,440/- for 2013-14. It is only to avoid the requirement of payment to Distribution Company, the request for refund is made, which is not permissible under law. The delay beyond one year was on the side of the petitioner with not completing the line work by June 2012, limiting to 18 MVA in June 2012, restricting to 7 MVA for startup power in September 2012 and again confining to 3 MVA in November 2012 requesting to refund the balance development charges. The request for refund was again made on 07-11-2013 but the respondents were requested to refund the balance development charges not when they were in power crisis but when they were in a position to give supply. As per clause 5.3.3 of General Terms and Conditions of Supply, the development charges cannot be refunded and the respondents never refused to release the load to the petitioner. The release of the

load was delayed due to the power crisis and as the Ferro Alloy unit is a power intensive load, the licensees incurred expenditure to release the load and the claim was made as per standard procedures for escalation, spares etc. The power crisis was a *Force Majeure* condition and the actual cost and supervision charges of 10% over the same will be arrived at on submission of final bill of quantities. Hence, the 1st respondent desired the petition to be dismissed with costs.

4. The 2nd respondent reported that it had no separate counter.

5. The petitioner in its reply to the counter of the 1st respondent contended that due to involvement of capital expenditure, it decided to complete the first circuit and then commission the second circuit out of the 220 kV double circuit scheme. A Ferro Alloy company uses only incremental load and not the entire load at one go and hence the petitioner initially planned for 18 MVA for which lines were ready. Clearances given by CEIG clearly show that the entire substation was ready for load drawal but the Distribution Company was not in a position to release the load in a single go or in phases as it was under Restriction and Control measures. The correspondence between the parties clearly shows that there was no delay on the part of the petitioner and that the offer to release the power supply was after the Captive Power Plant was ready. Hence, the respondents are liable to refund the amount.

6. The point for consideration is whether the petitioner is entitled for refund of any excess development charges and if so, to what extent and whether it is entitled to any interest on the same and if so, at what rate?

7. The letter from the Chief Engineer, Construction-II to the petitioner dated 29-03-2011 shows that the petitioner requested for extension of power supply to its Ferro Alloy unit consenting to take up the required works on turnkey basis by paying the necessary charges to AP Transco. The AP Transco approved gross cost of the scheme at Rs.11,45,00,452/- and the charges payable to take up the works on turnkey basis at Rs.4,30,64,414/-. The later amount was requested to be paid by the petitioner. The further letter from the Chief Engineer, Construction-II to the petitioner dated 22-06-2011 shows that the petitioner paid Rs.1,26,29,400/- towards service tax on supervision charges and Rs.34,35,014/- towards cost of spares. The petitioner informed by a letter dated 10-01-2012 that they are ready for drawing of power to their Ferro Alloy unit at 7.2 MVA for the first month onwards, 18 MVA for the 2nd month onwards, 27 MVA for the 3rd month onwards and 36 MVA for the 5th month onwards and requested for release of power for early commissioning of their plant. By a letter dated 25-01-2012, the APEPDCL requested the AP Transco to communicate approval for release of power accordingly and by a letter dated 31-05-2012, the petitioner was directed to submit the relevant papers, get the towers and lines inspected and obtain statutory approval from the Chief Electrical Inspector before charging at the consumer premises. However, by a letter dated 19-06-2012, the petitioner, who referred to the payment of Rs.2,70,00,000/- at Rs.750/- per KVA towards line development charges for the sanctioned load of 36 MVA, informed that they will be limiting the sanction to 18 MVA load, due to load centre readiness. The petitioner requested for refund of line development charges for the balance 18 MVA then itself and the petitioner also furnished a bank guarantee for Rs.1,14,50,045/- towards 10% of the gross estimated value of the sanctioned works. In a letter dated 20-06-2012, the petitioner informed the AP Transco about the construction work for

220 KV transmission line and 2 bays being completed in all respects and being inspected and verified by the competent authority to issue the completion certificate. The petitioner also stated about payment of the necessary line development charges, service charges, supervision charges and spares cost as per the terms and conditions of sanction and release of power of 18 MVA was requested to be done at the earliest. Much later, on 05-09-2012, the petitioner again addressed the AP Transco informing that due to uncertainty of power and delay in sanctioning of power release, they put their Captive Power Plant on fast track and for the purposes of the Captive Power Plant, they require a startup power of 7 MVA. But, they do not require the power under HT 1-B category, as sanctioned earlier. Hence, the petitioner requested for retaining the charges applicable to 7 MVA only and adjust the balance out of the payment of Rs.2,70,00,000/- made by them. The request was reiterated by another letter dated 06-11-2012 and it was clearly stated therein that as the AP Transco was not in a position to release the required load to their plant, the refund of balance development charges was again requested. Even the request for startup power was later restricted to 3 KVA by a letter dated 22-02-2013. For this 3 MVA startup power, AP Transco informed the APEPDCL by a letter dated 05-03-2013 their approval for release of HT supply for startup power accordingly subject to the required development charges of Rs.22,50,000/- being treated as paid due to the petitioner already paying the development charges for 36 MVA. It was further clearly stated that the approval for release of this startup power is not for injection of power into AP Transco grid. Later, the petitioner again informed the APEPDCL by a letter dated 18-03-2013 that a Demand Draft for Rs.30,00,000/- towards consumption deposit for a load of 3000 KVA of their plant was enclosed along with the approval of Electrical Inspector, no objection from the State Pollution Control Board and the

Agreement in the prescribed form for early release of 3000 KVA to the petitioner's plant. The petitioner represented for refund of the excess development charges by a letter dated 07-11-2013 and after retaining the development charges for 3 MVA load, Rs.2.475 crores was claimed to be refundable, which was held up for more than two years. The AP Transco informed the petitioner by a letter dated 19-11-2013 that the refund is not feasible in view of 5.3.3.1 of the General Terms and Conditions of Supply of Distribution and Retail Supply Licensees, as the work in respect of extension of HT supply was already completed and commissioned.

8. The pleadings and the correspondence thus indicate that the petitioner complied with the requisitions of the respondents for payment or deposit or guarantee of various amounts and it was contended throughout that the works entrusted to it to be executed on turnkey basis were completed on time and were inspected and certified by the relevant authorities. It was alleged throughout that the delay on the part of the respondents in releasing the power supply led to the petitioner hastening to make its Captive Power Plant operational and the petitioner among the documents filed by it, enclosed different calculations in table format in tables 1 to 5 and after deducting the amounts payable by it towards development charges, spares, supervision charges / establishment charges at 10% and service tax on supervision charges at 10.3% from the amounts admittedly paid, the net refundable amount was shown as Rs.3,12,60,226/-.

9. The 1st respondent claimed in the counter that the first circuit work was pending even by 21-06-2012 and only a part of the work relating to the first circuit was completed by then, through which power was requested to be released. The respondents did not file any documents to show that they specifically intimated the

petitioner about the work on turnkey basis being executed in part only even by June 2012 due to which the power supply could not be released even when requested by the petitioner from time to time. The approved scheme work was claimed to have not been completed in full shape by the petitioner even by the time of making a request for 3 MVA load supply for startup power on 26-11-2012 but neither of the respondents put the same in writing in any communication to the petitioner. While the 1st respondent alleged in its counter that there was a delay of one year in the line work of 220 KV, the 1st respondent admitted that when release of 18 MVA power was requested in June, 2012, the AP Transco / Distribution Companies were facing severe power crisis and Restriction and Control measures were also imposed by the Commission. The allegation that to avoid minimum charges payable to the Distribution Companies, the load was limited to 18 MVA is contradicted by their own statement about the power crisis. The 1st respondent never informed the petitioner about any attempt by the petitioner to avoid the requirement of payment to the Distribution Company and while it is true that the petitioner made successive requests for release of 36 MVA load, 18 MVA load, 7 MVA load and 3 MVA load, the circumstances under which such requests had to be made were explained by the petitioner. The alleged statutory remarks in respect of part of the line work done by the petitioner by June 2012 are not placed before the Commission. Again, the 1st respondent stated in the counter that in 2012, AP Transco and the Distribution Companies were in severe power crisis and Restriction and Control measures were imposed by the Commission and the respondents thus do not claim that they were in a position to release the power supply of any quantity in 2012. By the time the request for refund was made, they claimed to be in a position to supply the power, which obviously involved a lot of delay for the petitioner. The 1st respondent in the

counter again stated that in about June 2012 to protect the grid stability in view of the severe power crisis, new connection loads i.e., power incentive loads like Ferro Alloy and Cement Industries were not released. It was again stated that due to power crisis the release of load is delayed as the load is Ferro Alloy load which is power incentive load and the same is *Force Majeure*, due to which the refund does not arise. Clause 5.3.3.1, relied on in GTCS for refusing refund, makes no reference to acts of God or acts of human beings. It just says that these charges are non-refundable. When the respondents themselves admitted that due to power crisis / *Force Majeure* conditions, the release of load was delayed, the alleged release of power being under process cannot be true and the final bill of quantities is not placed before the Commission so far to know either the final adjustment of bills or actual cost or supervision charges for the work allegedly done by the licensees with some expenditure. Even the letter refusing to make the refund dated 19-11-2013 was filed by the petitioner and not a single document has been placed before the Commission by the respondents and nothing has been shown in the documents filed by the petitioner to believe the defaults alleged against the petitioner by the respondents making the release of power, not physically possible. The failure to release power appears to be obviously due to power crisis which AP Transco / Distribution Companies were facing at the relevant time and not for any substantial reason attributable to the petitioner.

10. In the Written Arguments filed on behalf of the 1st respondent, the final BOQ was claimed to have been furnished by the Chief Engineer / Construction / AP Transco / Vijayawada on 20-09-2017. The amount as per the scheme for erection of two 220 KV bays and metering arrangements, erection of 220 KV DC line and cost of PLCC communication was stated to be Rs.11,45,00,452/-, while the actuals were

stated to be Rs.8,98,31,562/-. Similarly, the charges towards spares at 3%, supervision & establishment charges at 10% and service tax on supervision charges at 10.3% were stated to be Rs.1,60,64,414/- and Rs.1,26,03,368/- respectively, making Rs.34,61,046/- refundable to the petitioner. The Written Arguments claimed that this amount of Rs.34,61,046/- was intimated to the petitioner on 01-11-2017 and refunded through a Demand Draft dated 17-11-2017, which was confirmed by the petitioner on 25-11-2017. The said refund was not disputed and hence it has to be debited from the amounts claimed by the petitioner in this petition.

11. The Electricity Act, 2003 makes it the duty of every distribution licensee to give supply of electricity to any premises on an application by the owner or occupier of the premises by Section 43. It is equally the duty of such licensee to provide the necessary electric plant or electric line or extensions for giving supply to such premises, of-course subject to payment of necessary charges and other compliances. It is only a cyclone or floods or storms or other occurrences beyond the licensee's control that except it from such duty by Section 44. The licensee gets power to recover any expenses reasonably incurred in providing any electric line or electric plant to a person requiring supply of electricity by Regulations made by the State Commission according to Section 46 of the Act. Under the Andhra Pradesh Electricity Regulatory Commission (Licensee's Duty for Supply of Electricity on Request) Regulation, 3 of 2004 made under Sections 43, 46 and 181 of the Electricity Act, 2003, the duty of the licensee to supply on request was subjected to the specified time frames, subject to payment of fees, charges, security and fulfillment of other conditions. The licensee can approach the Commission for extension of time in specified cases but no such approach was made in this case. The delay that occurred in this case is not attributable to the causes specified in the

Regulation which can be said to be beyond the reasonable control of the licensee. The distribution licensee of-course has the right to recover the expenditure permitted by clause 5 of the Regulation and the time frames do not operate in case of *Force Majeure* as per clause 12. No *Force Majeure* has been proved by the respondents in the present case and what the petitioner claims is refund of amounts paid beyond the permitted expenditure for the quantum of supply released to it by the respondents.

12. The Andhra Pradesh Electricity Regulatory Commission (Licensees' Standards of Performance) Regulation, 7 of 2004 also prescribes the standards in respect of applications for new connections / additional load and laid down the procedure for recovering compensation for failure to meet the guaranteed standards of performance. Clause 7 of the Regulation enables the Commission to issue orders and practice directions regarding implementation of Regulation and also gave power to it to remove any difficulties.

13. Even the Andhra Pradesh Electricity Reform Act, 1998 in Section 33 gives power to the Commission to frame Regulation on the standards of performance in connection with electric supply to the consumers. The General Terms and Conditions of Supply of Distribution and Retail Supply Licensees in Andhra Pradesh govern the issue. Clause 5.3.3.1 of-course states that the prescribed development charges of new connection payable in advance are non-refundable. But, the proviso to the said clause enables an applicant to withdraw his request before the company takes up the works of the sanctioned scheme on which the development charges may be refunded without any interest. In the present case, the works have been taken up by the petitioner itself on turnkey basis and even according to the specific

mention in the counter of the 1st respondent, even work on the first circuit was not completed by June, 2012, while the request to limit the load to 18 KVA was made in June 2012 itself (19-06-2012). According to the respondents, work was not completed even later and the request for only 7 MVA was on 06-11-2012 and for 3 MVA was on 22-02-2013. Even in the letter of AP Transco dated 15-03-2013 to release 3 MVA startup power, there was no reference to the works taken up as per the original sanctioned scheme or their stage. Therefore, there was every justification to consider the present case to be falling under the proviso to 5.3.3.1 of GTCS under which the company has to make refund of a proportionate amount without any interest. As the admitted facts clearly do not justify the failure of the respondents to supply the electricity to the petitioner in spite of the petitioner depositing or paying or guaranteeing all the necessary sums and complying with all the required formalities, the company's duty to supply under clause 5.1 of the GTCS cannot be considered to have been discharged and as the petitioner withdrew the requisition for 36 KVA and restricted it to 3 KVA when the works of the sanctioned scheme were still not completed even according to the respondents, the petitioner is entitled to a proportionate refund.

14. The respondents raised a question about the jurisdiction of the Commission as the claim by the petitioner is that of a consumer only which in their view is not permitted to be canvassed before the Commission in law. It is true that under Section 42 (5) & (6) of the Electricity Act, 2003, a grievance of a consumer appeared to be redressable before a Forum for redressal of the grievances of the consumers or Vidyut Ombudsman only respectively but Section 42 (5) itself states such redressal of grievances by the Forum to be in accordance with the guidelines as may be specified by the Commission. As per the Andhra Pradesh Electricity

Regulatory Commission Consumer Grievances Redressal Forum, Vidyut Ombudsman and Consumer Assistance, Regulation 3 of 2016, Chapter-4 provides for Consumer Assistance by the Commission and clause 23.6 enables the Commission to pass appropriate orders or issue appropriate directions in accordance with law for providing appropriate relief by the person responsible for such redressal and seek a report of compliance within such time as may be specified by the Commission, if it considers any communication from any consumer regarding any grievance to be still falling within its functions under Section 86 read with Sections 57 and 88 (iv) of the Electricity Act, 2003 or otherwise, beyond the complaint handling procedure or the Forum or Vidyut Ombudsman. The Regulation also gives to the Commission in clause 27.1 the power to remove any difficulty in giving effect to any of the provisions of the Regulation. Hence, there is a scope for considering the matter to be within the scope of the functions of the Commission being one relating to the standards of performance of the licensees specified by the Commission under Section 57 and the matter of protection of consumer interest within the scope of Section 88 (iv).

15. Even otherwise, Section 86 (1) (f) enables the Commission to adjudicate upon the disputes between the licensees and generating companies and the word 'dispute' has not been defined in the Act. The dispute may be relating to any issue between the licensees and the generating companies and the Andhra Pradesh Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 provide in clause 7 for proceedings as may be considered appropriate in the discharge of the functions of the Commission and the Regulations give power to the Commission to issue orders and practice directions and to remove difficulties and saved the inherent power of the Commission. In the present case, the petitioner admittedly

commissioned a Captive Power Plant only after which he made the final demand for refunding the balance development charges of Rs.2.475 crores after deducting the development charges for the load released to the extent of 3 KVA startup power. In that view of the matter, it can be considered as a dispute arising out of a demand made by a generator which is denied by the licensee. If that was so, there cannot be an *iota* of doubt that the matter falls within Section 86 (1) (f) within the adjudicatory jurisdiction of the Commission. In fact the licensee having failed to perform its duty to supply electricity at his request beyond a reasonable time for reasons not attributable to the petitioner would have done well if such technical defences are not raised to defeat the genuine claims, more so as an organization meant for public service and not purely for commerce. That the character of the requisition for supply of electricity changed from that from a consumer to that from a generator is made known to the respondents right from the letter dated 06-11-2012 with the demand for refund being made simultaneously.

16. Therefore, the petitioner is entitled to seek refund of Rs.3,12,60,226/- but without any interest in view of the specification in the proviso to clause 5.3.3.1 of the GTCS under which alone such refund can be considered. As the delay was not solely attributable to the respondents, the parties can be directed to bear their own costs in this petition and out of the claimed amount, a sum of Rs.34,61,046/- which was refunded through a Demand Draft has to be deducted and a balance of Rs.2,77,99,180/- has to be paid by the respondents to the petitioner. Though a direction is to be given to both the respondents to refund, the liability to refund shall be on that respondent into whose account the development charges paid by the petitioner were credited.

17. Therefore, the petitioner is declared entitled to refund of Rs. 2,77,99,180/- (Rupees two crores seventy seven lakhs ninety nine thousand one hundred and eighty only) from the respondents and such respondent into whose account the amount paid / deposited by the petitioner was credited shall refund the same to the petitioner. The petitioner is not entitled to any interest on the amount to be refunded and the parties shall bear their own costs in this petition. The Original Petition is ordered accordingly.

This order is corrected and signed on this the **24th day of February, 2018.**

Sd/-
P. Rama Mohan
Member

Sd/-
Dr. P. Raghu
Member

Sd/-
Justice G. Bhavani Prasad
Chairman