

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Petition No.324/MP/2022**

- Subject : Petition under Section 79(1)(c) read with Section 79(1)(f) of the Electricity Act, 2003 for seeking direction against Respondent No. 1 to forthwith pay the bills for supply of power for the months of April to July, 2022 under the PPA dated 27.1.2012 to the Petitioner and direction against Respondent Nos. 1, 4 & 5 to update their respective records of power scheduled by the Petitioner for the months of April to July, 2022, basis the energy accounts of Respondent No. 3.
- Date of Hearing : **9.11.2023**
- Coram : Shri Jishnu Barua, Chairperson  
Shri Arun Goyal, Member  
Shri P. K. Singh, Member
- Petitioner : Osmanabad Solar Energy Limited (OSEL)
- Respondents : NTPC Vidyut Byapar Nigam Limited (NVTNL) and 4 Ors.
- Parties Present : Shri Vineet Tayal, Advocate, OSEL  
Ms. Nishtha Wadhwa, Advocate, OSEL  
Shri Ravi Sharma, Advocate, CSPDCL  
Ms. Swapna Seshadri, Advocate, NVVN  
Ms. Shivani Verma, Advocate, NVVN  
Shri Kartikeyan Murugan, Advocate, NVVN  
Shri Aditya P Das, GRID-INDIA  
Shri Gajendra Singh, WRLDC  
Shri Alok Mishra, WRLDC  
Shri Yogesh S Kolte, Advocate, MSLDC  
Shri Umesh S Bhagat, MSLDC  
Shri Avinash C Dhawade, MSLDC

**Record of Proceedings**

At the outset, learned counsel for the Petitioner sought liberty to file its rejoinder(s) in the matter.

2. The representative of the Respondent, WRLDC mainly submitted as under:

(a) The Petitioner is an intra-State renewable energy generator injecting 20 MW power at 132 kV Naldung sub-station owned by Respondent No.2, MSETCL and comes under the jurisdiction of Respondent No. 3, Maharashtra State Load Despatch Centre (MSLDC).

(b) The Petitioner has entered into an inter-State contract with CSPDCL through a trader, NVVN and hence, scheduling for this transaction is done through Web Based Energy Scheduling (WBES) software of WRLDC. As the Petitioner is an intra-State renewable generator, the access rights for scheduling under this

contract in WRLDC-WBES software were lying with MSLDC and accordingly, MSLDC was carrying out the daily scheduling process on behalf of the Petitioner.

(c) From the commencement of supply w.e.f. 8.11.2015 till March 2022, there were no scheduling issues as MSLDC was promptly and daily punching-in the schedules of the Petitioner in the WBES software. However, from 1<sup>st</sup> April 2022, MSLDC unilaterally stopped punching the Petitioner's schedules in the WBES software without informing the same to WRLDC or the Petitioner.

(d) As per the provisions of the Grid Code, WRLDC issues final schedules after the completion of the day and all such final schedules prepared by it are kept open in the public domain for all entities for a period of 5 days for checking and reporting any discrepancy noted by them to the respective RLDCs for rectifications. However, in the present case, no discrepancy was raised either by any of the SLDCs involved or by the seller, buyer or trader continuously for the next three months i.e. up to 30<sup>th</sup> June 2022. Even after the issuance of the Regional Energy Accounts during the disputed period, no discrepancies were raised by any of the entities involved in the instant case.

(e) Renewable Energy Management Centers (REMCs) have also been established in WRLDC and in all the renewable-rich States, including Maharashtra. However, during the period under dispute, the synchronization between MSLDC-REMC software to WRLDC-REMC software and then finally to WRLDC-WBES software could not be established due to various technical glitches since the three different software platforms were developed by the different vendors. Such synchronization has been achieved only recently in June 2023, and for the period prior to that, the respective SLDCs were aware that they were required to submit the intra-State RE schedules by punching in the values directly to WRLDC-WBES software.

(f) WRLDC has no objection to revising the schedules of the Petitioner for the disputed period on post-facto basis subsequent to receiving the written consent from the buyer, CSPDCL and the respective SLDCs.

3. The representative of the Respondent, MSLDC submitted that the Respondent has already filed its reply in the matter. He further submitted that the schedules given by the generators were punched into the Maharashtra REMC Portal, and 15 minute block-wise schedules and actual generation data of the Petitioner's generating station for the disputed period from April 2022 to July 2022 have also been indicated.

4. Learned counsel for the Petitioner submitted that the details furnished by the Respondent, MSLDC, clearly indicate the quantum of injection and supply of power by the Petitioner during the disputed period. Learned counsel further referred to the various provisions of the PPA executed with NVVNL and submitted that as per the said PPA, the Petitioner was required to supply the power to NVVNL at the delivery point, which is defined as the injection point at which the generator is to deliver the power to STU. Learned counsel submitted that as per the PPA, the metering Point is also the inter-connection point where the power is injected into CTUIL/STU system and thus, the Petitioner having discharged its obligations in terms of the PPA by having supplied such power at the delivery point, as reflected in the records of MSLDC, the Respondent, NVVNL is liable to pay the tariff to the Petitioner for such supply as per the provisions of the PPA. The Respondent, NVVNL has failed to pay such amount on the ground that CSPDCL has refused to pay such amount to NVVNL. Learned counsel, however, pointed out that there is no privity of contract between the Petitioner and CSPDCL.

5. Learned counsel for the Respondent, NVVNL, submitted that under the PPA, it procures 20 MW power from the Petitioner, which is supplied on back-to-back basis to CSPDCL. Learned counsel submitted that even though the Power Sale Agreement executed between NVVNL and CSPDCL is for bundled power, it specifically recognizes that the solar power would be purchased from certain Solar Power Developers, including the Petitioner herein, which is to be then bundled with equivalent thermal power that is already allocated to the State of Chhattisgarh from existing NTPC coal-based generating stations. Learned counsel referred to Articles 6 and 10.2 of the PPA and submitted that as per the PPA, the monthly bills are required to include all charges as per the agreement for the energy supplied for the relevant month based on the Energy Accounts issued by RLDC/SLDC or any other competent authority. Learned counsel pointed out that in order to resolve the issues, several WRLDC/WRPC meetings and OCC meetings have been held between the parties and even CSPDCL had given its consent for post-facto revision of REAs as a one-time settlement mechanism. However, the Petitioner has not agreed to the same and is not interested in resolving the issues.

6. Learned counsel for the Respondent, CSPDCL submitted that the power generated and injected by the Petitioner during the disputed period has not been scheduled to/consumed by the Respondent, CSPDCL and Maharashtra State Electricity Distribution Company Limited (MSEDCL), being the beneficiary of such generation during the disputed period, ought to be impleaded as a party to the Petition. Learned counsel for the Respondent, NVVNL, requested for the impleadment of MSEDCL as a party to the Petition.

7. In response, learned counsel for the Petitioner opposed the impleadment of MSEDCL as a party to the Petition at this stage. Learned counsel submitted that impleadment of MSEDCL would only entangle the issue(s) involved and decision on its impleadment may be taken only after permitting the Petitioner to indicate, in its rejoinder, as to how the impleadment of MSEDCL is not required at all. Learned counsel also submitted that as per the one-time settlement mechanism as referred to, the Petitioner was required to take a haircut on its total entitlement for the power supplied during the disputed period.

8. Considering the submissions made by the learned counsel for the parties, the Commission permitted the Petitioner to file its rejoinder(s), if any, within four weeks. The Commission advised the Petitioner to explore the possibility of amicable resolution of the dispute involved including taking a holistic view on the settlement arrangement, which may balance the interest of all parties. The Petitioner may furnish the outcome of such efforts including its comments on the settlement arrangement, if any, along with its rejoinder. The Commission also discharged the technical personnel of Respondents, MSLDC and WRLDC from the appearance at the next hearing.

9. The Petition will be listed for hearing on **19.1.2024**.

**By order of the Commission**

**Sd/-  
(T.D. Pant)  
Joint Chief (Law)**