

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

**Petition No. 79/MP/2016
with I.A. 14/2016
and I.A.15/2016**

- Subject : Petition under Section 79(1)(c) and 79(1)(k) read along with Section 79 (1) (f) of the Electricity Act, 2003 read with Regulation 12(6) of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010 along with Regulation 111 and Regulation 115 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 and Clause 3.5.6 of the Billing, Collection and Disbursement (BCD) Procedure under the Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2010 read with Regulation 2(1) (i) of the CERC (Payment of Fees) Regulations, 2012.
- Date of hearing : 26.5.2016
- Coram : Shri Gireesh B. Pradhan, Chairperson
Shri A.K. Singhal, Member
Shri A.S. Bakshi, Member
Dr. M.K. Iyer, Member
- Petitioner : Maruti Clean Coal and Power Ltd.
- Respondent : Power Grid Corporation of India Limited
- Parties present : Shri Abinav Vashisht, Senior Advocate, MCCPL
Shri Sumit Goel, Advocate, MCCPL
Ms. Sanjana Ramachandran, Advocate, MCCPL
Shri Sunil Goel, MCCPL
Shri H.M. Jain, MCCPL
Shri Sitish Mukerjee, Advocate, PGCIL
Shri Gautam Chawla, Advocate, PGCIL
Shri Deep Rao, Advocate, PGCIL

Record of Proceedings

Learned senior counsel for the petitioner submitted that the present petition has been filed to declare that the accident occurred on 28.10.2015 in the petitioner's generating station was force majeure event under clause 9 of the BPTA dated 24.2.2010 and clause 14 of the TSA dated 6.8.2012. He further submitted that PGCIL

had no right to raise PoC bills for the period when the generating station was un-operational due to force majeure event and such bills are not payable by the petitioner. Learned senior counsel further that submitted that the issue whether the accident was force majeure or not and whether the petitioner is entitled to claim relief under force majeure clause would be decided by the Commission after hearing the parties. Learned senior counsel submitted that on 20.5.2016, PGCIL has invoked letter of credit for 3.2 crore despite knowing that the petitioner has filed the petition before the Commission. Learned counsel prayed to maintain the status quo as on today.

2. Learned counsel for PGCIL submitted that the accident does not fall in any of the clauses of Force Majeure. He submitted that break down of machinery in the generating station cannot be a force majeure for the purposes of transmission charges.

3. After hearing the learned senior counsel for the petitioner and learned counsel for PGCIL, the Commission directed to issue notice to the respondent. The Commission directed the petitioner to serve copy of the petition on the respondent immediately, if already not served.

4. The Commission directed to list the matter of hearing on 2.6.2016 and directed PGCIL not to take any further action for recovery of the bills raised by it for PoC charges till next date of hearing.

By order of the Commission

**SD/-
(T. Rout)
Chief (Law)**