

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 249/MP/2018

**Coram:
Shri P K Pujari, Chairperson
Dr. M. K. Iyer, Member**

Date of order: 11th of March, 2019

In the matter of

Petition under Section 79 of the Electricity Act, 2003 read with Article 13 of the Power Purchase Agreements dated 7.8.2008 for approval of carrying cost in terms of the order dated 31.5.2018.

**And
In the matter of**

Adani Power (Mundra) Limited
“Adani House”, Near Mithakhali Six Roads,
Navarangpura, Ahmadabad
Gujarat-380009

...Petitioner

Vs

1. Uttar Haryana Bijli Vitran Nigam Limited,
Shakti Bhawan, Sector 6 Panchkula,
Haryana– 134 109
2. Dakshin Haryana Bijli Vitran Nigam Limited,
Vidyut Sadan, Vidyut Nagar Hisar,
Haryana-125005
3. Gujarat Urja Vikas Nigam Limited,
Sardar Patel Vidyut Bhavan,
Race Course Circle,
Vadodara – 390007

...Respondents

Parties Present:

Ms. Poonam Verma, Advocate for the Petitioner
Ms. Abiha Zaidi, Advocate for the Petitioner

Ms. T.Singh, Advocate for the Petitioner
Shri Harish P., APMuL
Shri G.Umapathy, Advocate, Haryana Discoms

ORDER

The Petitioner, Adani Power (Mundra) Ltd. (APMUL), has filed the present Petition in pursuance to the liberty granted by the Commission in order dated 31.5.2018 in Petition No. 97/MP/2017 on the issue of carrying cost on the approved change in law events in light of the judgement dated 13.4.2018 of the Appellate Tribunal for Electricity in Appeal No. 210 of 2017 (Adani Power Limited Vs. Central Electricity Regulatory Commission & Others).

Background of the case:

2. The Petitioner has set up a generating station of capacity 4620 MW (Phase I&II- 4x330 MW, Phase III- 2x660 MW and Phase IV- 3x660 MW) (hereinafter referred to as the 'generating station') at Mundra in the State of Gujarat. The Petitioner has entered into PPAs dated 7.8.2008 with Uttar Haryana Bijli Vidyut Nigam Ltd and Dakshin Haryana Bijli Vidyut Nigam Ltd (hereinafter referred to as "Haryana Utilities") for supply of 1424 MW power from Phase IV of the generating station.

3. The Petitioner filed the Petition No. 97/MP/2017 seeking implementation of the directions of the Hon`ble Supreme Court in its judgment dated 11.4.2017 in Energy Watchdog & Anr. vs. CERC & Ors. [(2018) 14 SCC 80] for grant of Change in Law relief under the PPAs entered into with the Respondents, Haryana Utilities on account of

domestic coal shortage faced by the Petitioner resulting from, inter alia, change in New Coal Distribution Policy, 2007 (“NCDP”).

4. The Commission in its order dated 31.5.2018 in Petition No. 97/MP/2017 observed that the Petitioner is entitled to compensation for any shortfall in supply of coal by Coal India Ltd. *vis-a-vis* the quantity indicated in LOA/FSA. As regards carrying cost claimed by the Petitioner, the Commission granted liberty to the Petitioner to approach the Commission through separate Petition in the light of the judgement of the Appellate Tribunal dated 13.4.2018 in Appeal No.210 of 2017 (Adani Power Limited Vs. Central Electricity Regulatory Commission & Others). The relevant portion of the order dated 31.5.2018 is extracted as under:

“... 51. We have considered the submissions of Petitioner and the Respondents. The Appellate Tribunal for Electricity in its judgement dated 13.4.2018 in Appeal No.210 of 2017 (Adani Power Limited Vs. Central Electricity Regulatory Commission & Others) has allowed carrying cost in case of claims covered under Change in Law. **The Commission is not expressing any opinion on carrying cost in the present case in the light of the judgement of the Appellate Tribunal at this stage. The Petitioner is at liberty to approach the Commission through a separate petition which will be dealt with in accordance with law and provisions of the PPAs.**”

5. Pursuant to the liberty granted by the Commission, the Petitioner has filed the present Petition along with the following prayers:

“(a) Grant carrying cost from the effective date of Change in Law events that have affected the Petitioner till the date of the order, at the rate as prayed for in the present Petition; and

(b) Pass such further orders or directions as this Commission may deem just and proper in the circumstances of the case.”

Submissions of the Petitioner:

6. The Petitioner has submitted as under:

(a) The Hon'ble Supreme Court, in Para 53 of its judgement dated 11.4.2017 in Energy Watchdog & Anr. vs. CERC & Ors. upheld the principle of restitution and has specifically held that the party affected has to be compensated in a manner so as to restore it to the same economic position as if the Change in Law event had not occurred.

(b) The Appellate Tribunal vide its Judgment dated 13.4.2018 in Appeal No. 210 of 2017 (Adani Power Ltd v. CERC & Others) has upheld the mandate of restitution by holding that the generator is entitled to carrying cost arising out of approval of the Change in Law events from the effective date of Change in Law till the approval of the said event by the appropriate authority. The Appellate Tribunal has also held that the impact of Change in Law is to be compensated in the form of adjustment to the tariff which is nothing less than re-determination of the existing tariff and that interest (i.e. carrying cost) is payable till re-determination of tariff.

(c) Since, the judgment of Appellate Tribunal is with respect to the same PPAs which are under consideration in the present Petition, the said judgment of the Appellate Tribunal is squarely applicable in the present case as well.

(d) The payment of carrying cost is imperative to achieve the true object of restitution as envisaged in Article 13.2 of the PPA. As per Article 13.4.1 of the PPAs, the impact of Change in Law event is to be passed on by way of tariff adjustment effective from the date of adoption, promulgation, amendment, re-enactment or repeal of the law or change in law. This can be achieved only if carrying cost is considered.

(e) The grant of carrying cost is in line with the principles enshrined under Section 61(b), (c) and (d) of the Act, to conduct generation, transmission and distribution on commercial principles. Carrying cost is a well established concept which has been re-emphasized in Clause 8.2.2 of the Tariff Policy, 2016.

(f) Based on the above Judgment of Appellate Tribunal, the Maharashtra Electricity Regulatory Commission, in its order dated 19.4.2018 in Case No. 102 of 2016, has allowed carrying cost to the generators while approving Change in Law compensation. The same has been allowed at the rate applicable for calculation of interest on working capital as prescribed under the Maharashtra Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2011.

(g) The Petitioner, in the remand proceedings in Petition No. 235/MP/2015, had prayed for approval of carrying cost at the rate of 10.89% being the actual rate incurred. On the same lines, the carrying cost has been sought at the same interest rate of 10.89% in the present case also. A copy of Auditors' certificate in support of

the proposed interest rate of 10.89% for recovery of carrying cost has been annexed.

(h) The Commission considers working capital interest rate at SBI Base rate+350 basis points whereas Late Payment Surcharge (LPS) is levied at the rate of SBAR+2% as per the provisions of the PPA. It would be prudent to consider actual interest rate of 10.89% for recovery of carrying cost since it is cheaper than the applicable interest rate for working capital as per the Tariff Regulations during the corresponding period. The Commission may approve the same methodology, as applicable under the PPA for computation of Late Payment Surcharge, for computation of Carrying Cost.

7. Notice was issues to the Respondents to file their replies. Reply to the Petition has been filed by the Haryana Utilities and the Petitioner has filed rejoinder thereof.

Submissions of the Respondents:

8. Haryana Utilities in their joint reply dated 17.12.2018, have submitted as under:

(i) Aggrieved by the grant of carrying cost by the Appellate Tribunal vide order dated 13.4.2018, Haryana Utilities have challenged the said judgment limited to the issue of carrying cost in the Hon'ble Supreme Court which is pending adjudication.

(ii) The Commission in its order dated 17.9.2018 in Petition No. 235/MP/2015 allowed the claim of carrying cost of 10.68%, 10.95% and 10.97% for the years

2015-16, 2016-17 and 2017-18 based on the submission of the Petitioner. Subsequently, the Respondents have filed an application before the Hon'ble Supreme court in Civil Appeal No. 5865 of 2018 praying to stay the implementation of the order dated 17.9.2018 which is also pending adjudication before the Hon'ble Court.

(iii) The issue of carrying cost needs to be considered in light of the provisions of Article 13.2, 13.4 and 11.8 of the PPA which provides the manner in which the claim for Change in Law shall be addressed. It is not open to the Petitioner to claim any additional amount.

(iv) There is no provision in the PPA for carrying cost to be paid to the Petitioner. The compensation payable to the Petitioner is to be strictly as per Article 13.2(b), which provides for the Commission to decide on change in law and the compensation for any increase or decrease along with the effective date from which such compensation is to be paid. The carrying cost or the interest is admissible only after the crystallization of the amount payable and not before as claimed by the Petitioner. The restoration is restricted to the extent provided in Article 13. If Article 13 does not provide for a relief, the same cannot be granted to the Petitioner contrary to the terms of the PPA.

(v) The restoration of economic position is not in absolute form and is conditional to other expression used "to the extent contemplated in this Article 13" which necessarily requires (a) the formula under Article 13.2. to be applied, (b) the effect

to be given for Article 13.4 read with Article 11.8 regarding supplementary invoice to be raised for amounts determined as payable, time period to be allowed for payment of supplementary bill and issue of carrying cost/interest/late payment surcharge being applicable only in the event of non payment of amount by the due date mentioned in the Supplementary Invoice.

(vi) When PPA does not provide for interest for the period prior to due date as per the supplementary bill to be raised, the interest cannot be granted. The principle of restitution as applied to defaults etc cannot be applied in the present case.

(vii) The Commission in its order dated 28.9.2017 in Petition No. 97/MP/2017 had allowed the Petitioner to recover from the Haryana Utilities money with a stipulation that in case the Petitioner is required to refund the said amount, the same will be done at an interest/carrying cost of 9%. The claim for interest at the rate of 10.89% besides being not admissible is patently arbitrary, discriminatory and treating the Petitioner favorably when it is required to recover the carrying cost/interest as against 9% when it is required to pay carrying cost/interest. Further, as per the provisions of CPC, the interest, if any, ought to be restricted to not more than 6%.

Rejoinder by the Petitioner:

9. The Petitioner vide its rejoinder dated 31.12.2018 has, inter-alia, submitted that no stay has been granted till date by the Hon'ble Supreme Court in the appeal filed by the Haryana Utilities before Hon'ble Supreme Court against the Appellate Tribunal's

order dated 13.4.2018 in Appeal No. 210 of 2017. The Petitioner has submitted that it is a well-recognized legal principle that unless the order of a lower forum is stayed or the appeal initiated against the order of the lower forum is successful, the order of the lower forum is final and binding upon all the parties. Therefore, the Appellate Tribunal's judgment dated 13.4.2018 in Appeal No. 210 of 2017 should be implemented. The Petitioner has reiterated that Article 13.2 of the PPA envisages restitution of the affected party to the original economic position as if the Change in Law event had not occurred and the compensation payable for Change in Law event shall be effective from the date of Change in Law in terms of Article 13.4 of the PPA. The Petitioner has submitted that Article 11.8 relied upon by Haryana Utilities pertains to the late payment surcharge. As regards contention to restrict carrying cost to 6% as per CPC, the Petitioner has submitted that the rationale of interest as per the provisions of CPC is to provide damages for wrongful retention of money. However, in the instant case, carrying cost sought by the Petitioner is as integral part of the compensation under the principle of restoration to the same economic position as explicitly provided under the PPA. Therefore, there is no applicability of CPC in the present case.

10. The Petition was heard on 17.1.2019. During the hearing, learned counsel for Haryana Utilities contended that the Appellate Tribunal erred in allowing carrying cost to the Petitioner in its judgement dated 13.4.2018 to the extent that it allows carrying cost to the Petitioner from the effective date of Change in Law and not from the date on which the Commission pronounced its judgement. Learned counsel for Haryana Utilities relied on Para 53 of the Supreme Court judgement dated 11.4.2017 in Energy

Watchdog & Anr. vs. CERC & others to contend that the carrying cost shall be determined and be effective from such date as decided by the Commission.

Analysis and Decision:

11. We have considered the submissions made by the Petitioner and Respondents. The present Petition has been filed by the Petitioner for grant of carrying cost from the effective date of change in law events pursuant to the liberty granted by the Commission in its order dated 31.3.2018 in Petition No. 97/MP/2018 in light of the Appellate Tribunal judgment dated 13.4.2018 in Appeal No. 210 of 2017.

12. The Respondents, Haryana Utilities have submitted that the issue of carrying cost needs to be considered in light of the provisions of Article 13.2, 13.4 and 11.8 of the PPA which provides the manner in which the claim for Change in Law shall be addressed. According to the Respondents, the carrying cost or the interest is admissible only after crystallization of the amount payable and not before as claimed by the Petitioner. The Respondents have contended that the restoration of economic position is not in absolute form and is conditional to the extent contemplated in Article 13 of the PPA, which necessarily requires determination of compensation as per Article 13.2 of the PPA and the effect to be given as per Article 13.4 read with Article 11.8. Article 11.8 stipulates claim of change in law through supplementary bills with a provision for levy of late payment surcharge on account of delay in payment of supplementary bill beyond one month from the date of billing.

13. We have considered the submissions of the Petitioner and the Respondents. The Article 11.8 of the PPA, which is extracted as under, provides for payment of supplementary bill:

“11.8 Payment of Supplementary bill

11.8.1 Either Party may raise a bill on the other party ("Supplementary Bill") for payment on account of;

- i. Adjustments required by the Regional Energy Account (if applicable);
- ii. Tariff Payment for change in parameters, pursuant to provisions in Schedule- 5; or
- iii. Change in Law as provided in Article 13

and such Bill shall be paid by the other Party

11.8.2.....

11.8.3 In the event of delay in payment of a Supplementary Bill by either Party beyond one month from the date of billing, a Late Payment Surcharge shall be payable at same terms applicable to the Monthly Bill in Article 11.3.4

.....

Article 13.2 provides as under:

“13.2 Application and Principles for computing impact of Change in Law

While determining the consequence of Change in Law under this Article 13, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through Monthly Tariff Payments, to the extent contemplated in this Article 13, the affected Party to the same economic position as if such Change in Law has not occurred.”

Further, Article 13.4 of the PPA provides as under:

“13.4 Tariff Adjustment Payment on account of Change in Law

13.4.1 Subject to Article 13.2, the adjustment in Monthly Tariff Payment shall be effective from:

- (i) the date of adoption, promulgation, amendment, re-enactment or appeal of the Law or Change in Law; or

(ii) the date of order/judgement of the Competent Court or tribunal or Indian Governmental Instrumentality, if the Change in Law is on account of a change in interpretation of Law.

13.4.2 The payment for Changes in Law shall be through supplementary bill as mentioned in Article 11.8. However, in case of any change in Tariff by reason of Change in Law, as determined in accordance with this Agreement, the Monthly Invoice to be raised by the Seller after such change in Tariff shall appropriately reflect the changed Tariff.”

The above provision lays down that the consequence of change in law shall have due regard to the principle that the affected party shall be restored to the same economic position as if such change in law had not occurred. This means that all legitimate cost on account of the Change in Law shall be allowed.

14. It is observed that the Appellate Tribunal has deliberated on the scope and applicability of Article 13 including principal of restitution in detail in its order dated 13.4.2018 in Appeal No. 210 of 2017. The Appellate Tribunal in the said judgment has held that the Petitioner is eligible for Carrying Cost arising out of approval of the Change in Law events from the effective date of Change in Law, except for Gujarat Bid-01 PPA which has no provision for restoration to the same economic position as if Change in Law has not occurred. The relevant portion of the judgment is extracted as under:

“12. d) ...

IX In the present case we observe that from the effective date of Change in Law the Appellant is subjected to incur additional expenses in the form of arranging for working capital to cater the requirement of impact of Change in Law event in addition to the expenses made due to Change in Law. As per the provisions of the PPA the Appellant is required to make application before the Central Commission for approval of the Change in Law and its consequences. There is always time lag between the happening of Change in Law event till its approval by the Central Commission and this time lag may be substantial. As pointed out

by the Central Commission that the Appellant is only eligible for surcharge if the payment is not made in time by the Respondent Nos. 2 to 4 after raising of the supplementary bill arising out of approved Change in Law event and in PPA there is no compensation mechanism for payment of interest or carrying cost for the period from when Change in Law becomes operational till the date of its approval by the Central Commission. We also observe that this Tribunal in SLS case after considering time value of the money has held that in case of re-determination of tariff the interest by a way of compensation is payable for the period for which tariff is re-determined till the date of such re-determination of the tariff. In the present case after perusal of the PPAs we find that the impact of Change in Law event is to be passed on to the Respondent Nos. 2 to 4 by way of tariff adjustment payment as per Article 13.4 of the PPA. The relevant extract is reproduced below:

“13.4 Tariff Adjustment Payment on account of Change in Law

13.4.1 Subject to Article 13.2, the adjustment in Monthly Tariff Payment shall be effective from

(a) the date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or

(b) the date of order/ judgement of the Competent Court or tribunal or Indian Government instrumentality, if the Change in Law is on account of a change in interpretation of Law.

(c) the date of impact resulting from the occurrence of Article 13.1.1.

From the above it can be seen that the impact of Change in Law is to be done in the form of adjustment to the tariff. To our mind such adjustment in the tariff is nothing less than re-determination of the existing tariff.

X. Further, the provisions of Article 13.2 i.e. restoring the Appellant to the same economic position as if Change in Law has not occurred is in consonance with the principle of ‘restitution’ i.e. restoration of some specific thing to its rightful status. Hence, in view of the provisions of the PPA, the principle of restitution and judgement of the Hon’ble Supreme Court in case of Indian Council for Enviro-Legal Action vs. Union of India &Ors., we are of the considered opinion that the **Appellant is eligible for Carrying Cost arising out of approval of the Change in Law events from the effective date of Change in Law till the approval of the said event by appropriate authority....”**

15. In terms of the above judgment of Appellate Tribunal, the Commission in its order dated 17.9.2018 in Petition No. 235/MP/2015, allowed carrying cost in the remand proceedings as under:

“20. The Appellate Tribunal has further held that the Petitioner is eligible for Carrying Cost arising out of approval of the Change in Law events from the effective date of Change in Law, except for Gujarat Bid-01 PPA which has no provision for restoration to the same economic position as if Change in Law has not occurred....

21. Therefore, the Petitioner is entitled for carrying cost from effective date of change in law till the date of this order on the change in law events approved by the Commission in terms of provisions of Bid-02 and Haryana PPAs which mandate restoration of the affected party to the same economic position as if the change in law has not occurred.”

16. As regards contention of the Respondents that it has filed an appeal against judgment dated 13.4.2018 of the Appellate Tribunal in the Hon`ble Supreme Court vide Civil Appeal No. 5865 of 2018, the same has been dismissed by the Hon`ble Supreme Court vide its judgment dated 25.2.2019.

17. While deciding the issue of carrying cost, the Appellate Tribunal had considered all the contentions made by Haryana Utilities in the present Petition with regard to provisions of the PPAs. Since the PPAs under consideration in the present Petition are the same, the above decision of Appellate Tribunal is applicable in the present case.

18. Further, the Hon`ble Supreme Court in Para 53 of its judgment dated 11.4.2017 in Energy Watchdog & Anr. vs. CERC & others has held as under:

“53....Both the letter dated 31st July, 2013 and the revised tariff policy are statutory documents being issued under Section 3 of the Act and have the force of law. This being so, it is clear that so far as the procurement of Indian coal is concerned, to the extent that the supply from Coal India and other Indian sources is cut down, the PPA read with these

documents provides in clause 13.2 that while determining the consequences of change in law, parties shall have due regard to the principle that the purpose of compensating the party affected by such change in law is to restore, through monthly tariff payments, the affected party to the economic position as if such change in law has not occurred. Further, for the operation period of the PPA, compensation for any increase/decrease in cost to the seller shall be determined and be effective from such date as decided by the Central Electricity Regulation Commission...”

The Hon`ble Supreme Court in the above para has held that the relief for shortage of supply of coal from Coal India and other Indian sources shall be granted on the basis of principle of restitution enshrined in clause 13.2 of the PPA and directed that the compensation for increase/decrease in cost to the seller shall be determined and effective from such date as decided by the Central Commission.

19. The Commission in para 38 of the order dated 28.9.2017 in Petition No. 97/MP/2017 has decided the claims of the Petitioner as under:

“38. Since the MoP letter dated 31.7.2013 read with the Tariff Policy, 2016 has been held as having force of law by the Hon`ble Supreme Court, the relief shall be allowed only for the last four years of the 12th Plan, and accordingly, the claims of the Petitioner get limited to the period from 1.4.2013 to 31.3.2017.”

Therefore, the Commission has decided the effective date for implementation of the judgment of the Hon`ble Supreme Court from 1.4.2013 to 31.3.2017. Since, the Petitioner has paid for the supply of shortfall of coal from alternative sources for generation and supply of electricity on month to month basis, the Petitioner is also entitled for carrying cost from the effective date of Change in Law event that has affected the Petitioner till the date of the order in Petition No. 97/MP/2017.

20. The Petitioner has sought carrying cost at the rate of 10.89% in line with the rate sought during the remand proceedings of Petition No. 235/MP/2015. The Petitioner has also submitted that the actual interest rate claimed is cheaper as compared to SBI Base Rate + 350 basis points being considered by the Commission as interest on working capital under Tariff Regulations as well as Late Payment Surcharge (LPS) of SBAR +2% under the PPAs. *Per contra*, the Respondents, Haryana Utilities have contended that the claim of the Petitioner should be limited to 9% interest rate in terms of the decision of the Commission in order dated 28.9.2017 in Petition No. 97/MP/2017 where interim relief was granted subject to refund of excess amount to Haryana Utilities. Haryana Utilities have also submitted that as per the provisions of CPC, interest should not be more than 6%.

21. The Commission in its order dated 28.9.2017 in IA No. 57/2017 in Petition No. 97/MP/2017 considered interest rate of 9% for adjustment of final relief as compared to payment allowed as interim relief. The said rate cannot be taken as the guiding principle for awarding the carrying cost. Since, the Appellate Tribunal has observed that carrying cost ought to be granted following the restitution principle in terms of provision of Article 13.2 of the PPA which provides that the party affected by change in law shall be restituted to the same economic position as if change in law has not occurred, we are of view that the interest rate of 9% does not meet the requirement of the principle of restitution.

22. The Commission in its order dated 17.9.2018 in Petition No. 235/MP/2015 decided the carrying cost as under:

“24. After the bills are received by the Petitioner from the concerned authorities with regard to the imposition of new taxes, duties and cess, etc. or change in rates of existing taxes, duties and cess, etc., the Petitioner is required to make payment within a stipulated period. Therefore, the Petitioner has to arrange funds for such payments. The Petitioner has given the rates at which it arranged funds during the relevant period. The Petitioner has compared the same with the interest rates of IWC as per the Tariff Regulations of the Commission and late payment surcharge as per the PPA as under:

Period	Actual interest rate paid by the Petitioner	Working capital interest rate as per CERC Regulations	LPS Rate as per the PPA
2015-16	10.68%	13.04%	16.29%
2016-17	10.95%	12.79%	16.04%
2017-18	10.97%	12.43%	15.68%

25. It is noted that the rates at which the Petitioner raised funds is lower than the interest rate of the working capital worked out as per the Regulations of the Commission during the relevant period and the LPS as per the PPA. Since, the actual interest rate paid by the Petitioner is lower, the same is accepted as the carrying cost for the payment of the claims under Change in Law.”

23. In the light of the above decision of the Commission, a comparison of actual interest rate paid by the Petitioner as per the auditor’s certificate dated 28.5.2018 with Working capital interest rate as per CERC Regulations and LPS Rate as per the PPA is as under:

Period	Actual interest rate paid by the Petitioner	Working capital interest rate as per CERC Regulations	LPS Rate as per the PPA
2015-16	10.68%	13.04%	16.29%
2016-17	10.95%	12.79%	16.04%
2017-18	10.97%	12.43%	15.68%

24. It is noted that the rates at which the Petitioner raised funds is lower than the interest rate of the working capital worked out as per the Regulations of the Commission during the relevant period and the LPS as per the PPA. Since, the actual interest rate paid by the Petitioner is lower, the same is accepted as the carrying cost for the payment of the claims under Change in Law.

25. The Petitioner shall work out the carrying cost claims in terms of this order. The carrying cost shall cover the period starting with the date when the actual payments were made to the authorities till the date of issue of order in Petition No. 97/MP/2017. In case, delay in payment is beyond 30 days from the date of raising of bills, the Petitioner shall be entitled for late payment surcharge on the outstanding amount at the same terms as applicable to monthly bills in Article 11.3.4 of the PPA.

26. Petition No. 249/MP/2018 is disposed of in terms of the above.

Sd/-
(Dr. M.K.Iyer)
Member

sd/-
(P. K. Pujari)
Chairperson