

**CENTRAL ELECTRICITY REGULATORY COMMISSION  
NEW DELHI**

**Date of Hearing : 25.7.2018**

**Petition No. 248/MP/2016**

Subject : Petition for set-aside the letter dated 5.12.2016 issued by Bangalore Electricity Supply Company Limited (BESCOM).

Petitioner : Kudgi Transmission Limited

Respondents : BESCOM and Others

**Petition No. 210/MP/2017**

Subject : Petition seeking revision of the quoted transmission tariff payable to it in terms of the Transmission Services Agreement (TSA) for various events occurring after the Bid due date

Petitioner : Kudgi Transmission Limited

Respondents : Bangalore Electricity Supply Company Limited and Others

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

Parties Present: Shri M.G. Ramachandran, Advocate, KTL  
Shri Alok Shankar, Advocate, KTL  
Shri Shubam Arya, Advocate KTL  
Ms. Anushree Bandhan, Advocate KTL  
Shri Suraj Ramachandran, KTL  
Shri Rangas, Advocate BESCOM  
Ms. Medha, Advocate BESCOM  
Ms. Pratiksha Mishra, Advocate, BESCOM  
Shri N. Pradeep Kumar, BESCOM

**Record of Proceedings**

. Learned Counsel for the Petitioner submitted as under:

- a) The Scheduled Commercial Operation Date (SCOD) for the first element was on 28.2.2015 and the Petitioner completed its entire scope of work for the first element on 27.3.2015.

b) As per the TSA, second and third elements were required to be completed by 31.12.2015. However, due to force majeure events i.e. non-availability of inter-connection facility, etc; both elements were declared under commercial operation on 19.9.2016 and 27.7.2016 respectively.

c) The petitioner vide its letter dated 21.12.2015 informed the Lead Long Term transmission Customer, i.e. BESCO regarding the problems being faced by it in completion of second and third elements and requested for extension of time of SCOD on day to day basis in terms of Article 6.1.2 of the TSA.

d) As per clause 4.2.1 of the Transmission Service Agreement (TSA), Long Term Transmission Customer (LTTC) is responsible for assisting and supporting the Transmission Service Provider (TSP) in obtaining the consents, clearances and permits required for the Project and it is also responsible for arranging and making available the inter-connection facilities to enable the TSP to connect the Project. Making available the inter-connection facilities was the sole responsibility of the LTTC's and the delay caused was beyond the control of the Petitioner.

e) As per Articles 4.4.2 and 4.4.3 read with Article 11 of the TSA, in case an element or the project is not commissioned by its SCOD on account of any Force Majeure event, the SCOD shall be extended, by a 'day to day' basis for a maximum period of 180 days. In case the Force Majeure event continues even after the maximum period of 180 days, the TSP or the LTTC may choose to terminate the Agreement as per the provisions of Article 13.5.

f) Due to law and order situation, certain private lands could not be made available to the Petitioner despite the fact that the Petitioner was ready and willing to pay the compensation as determined by the District Collector.

g) Karnataka Industrial Area Development Board (KIADB) vide letter dated 1.6.2015 informed the Petitioner that the proposed route alignment by the Petitioner is not viable as the proposed route is passing through the plots which has already been allotted by KIADB. Therefore, the refusal on the part of KIADB to grant approval to the original route also delayed the Project.

2. Learned Counsel for the Karnataka Discoms submitted as under :

a) As per Article 4.1 (c) of the TSA, the Petitioner is responsible for entering into a Connection Agreement with the CTU/ STU in accordance with the grid Code. However, the Petitioner did not enter into Connection Agreement. Therefore, the respondents are not responsible for the non-availability of inter-connection facilities.

- b) The obligation upon the LTTC's under Article 4.2.1 is to bear the cost and expenses for the providing of the inter-connection facilities. It has not been challenged that the LTTC's refused to bear such cost.
- c) The Right of Way is the obligation of the Petitioner. As per Article 5.1.4 of the TSA, the Petitioner is responsible for acquisition of the land. KIADB vide letter 1.6.2015 informed the Petitioner that proposed route alignment by the Petitioner is not viable as the same is passing through the plots which has already been allotted by KIADB. The Petitioner was only required to propose an alternate route without affecting the already allotted plots. Apart from this, there was no other difficulty with regard to lands of KIADB. As per the Telegraph Act, 1885, the Petitioner should have approached the District Magistrate to resolve the ROW issue.
3. In his rebuttal, Learned Counsel for the Petitioner submitted that the Petitioner had entered into Connectivity Agreement with respect to the First Element of the transmission line and the Petitioner is not required to enter into Connectivity Agreements for all elements of the transmission line.
4. Learned Counsel for the Petitioner requested for time to file its written submissions.
5. After hearing the learned counsels for the parties, the Commission directed the parties to file their written submissions by 10.8.2018, with copy to each other.
6. Subject to the above, the Commission reserved the order in the Petitions.

**By Order of the Commission**

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