

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 179/MP/2020

- Subject : Petition under Section 79 of the Electricity Act, 2003 read with Article 12 of the Power Purchase Agreements dated 19.7.2016, 21.10.2016, 21.10.2016 and 13.1.2017 executed between Tata Power Renewable Energy Limited and Solar Energy Corporation of India Limited for seeking compensation on account of Change in Law events due to enactment of GST Laws.
- Date of Hearing : 11.1.2022
- Coram : Shri P. K. Pujari, Chairperson
Shri I. S. Jha, Member
Shri Arun Goyal, Member
Shri P. K. Singh, Member
- Petitioner : Tata Power Renewable Energy Limited (TPREL)
- Respondents : Solar Energy Corporation of India Limited (SECI) and 4 Ors.
- Parties Present : Shri Abhishek Munot, Advocate, TPREL
Shri Kunal Kaul, Advocate, TPREL
Shri Samikrith Rao, Advocate, TPREL
Shri M. G. Ramachandran, Sr. Advocate, SECI
Ms. Tanya Sareen, Advocate, SECI
Ms. Poorva Saigal, Advocate, SECI
Shri Ravi Nair, Advocate, SECI
Ms. Neha Singh, SECI

Record of Proceedings

Case was called out for virtual hearing.

2. During the course of hearing, the learned counsel for the Petitioner submitted that pursuant to the reconciliation of its Change in Law claims arising out of enactment of GST Law with SECI, the Petitioner has received a letter from SECI yesterday whereby a certain quantum of its claims has not been approved by SECI. Accordingly, the learned counsel for the Petitioner requested for two weeks' time to file its submissions on the disputed quantum.
3. The learned senior counsel for the Respondent, SECI confirmed that the reconciliation of the amount has been carried out between the Petitioner and SECI, which was also forwarded to the distribution licensees. However, so far, the distribution licensees have not confirmed the said claims.
4. In rebuttal, the learned counsel for the Petitioner submitted that distribution licensees are not party to the PPAs between the Petitioner and SECI and that in the present case, PPAs entered into between the Petitioner and SECI and the PSAs entered into between SECI and the distribution licensees are not on back-to-back

basis. The learned counsel also added that unlike other cases, PSAs between the SECI and distribution licensees are not part of or annexed to the PPAs entered into between the Petitioner and SECI. The learned senior counsel for the Respondent, SECI refuted the above contention and submitted that the provisions of PPAs clearly specify that SECI has agreed to purchase the solar power from the developer as an intermediary and sell it to the distribution licensees on back-to-back basis under PSAs.

5. After hearing the learned counsel for the Petitioner and the learned senior counsel for the Respondent, the Commission reserved the matter for order.

By order of the Commission

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