



नई दिल्ली
NEW DELHI

याचिका संख्या. /Petition No. 198/MP/2019
along with IA No.57/2021

कोरम/Coram:

श्री पी. के. पुजारी, अध्यक्ष/ Shri P. K. Pujari, Chairperson
श्रीआई. एस. झा, सदस्य/ Shri I. S. Jha, Member
श्रीअरुण गोयल, सदस्य/ Shri Arun Goyal, Member
श्री पी. के. सिंह, सदस्य / Shri P. K. Singh, Member

आदेश दिनांक/ Date of Order: 10th April, 2022

IN THE MATTER OF:

Miscellaneous Petition under Section 29(5) of the Electricity Act, 2003 read with Regulations 111& 115 of Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 and Regulation 2.3(7) & Part 7 of the Indian Electricity Grid Code 2010 for harmonious interpretation and application of Regulations for meeting the ends of justice and for consequential orders on revision of schedule in case of Forced Outage attributable to Force Majeure for reasons beyond the control of the generating company.

AND IN THE MATTER OF:

M/s Teesta Urja Limited,
2nd Floor, Vijaya Building,
17, Barakhamba Road,
New Delhi – 110001

... Petitioner

Versus

1. Eastern Regional Load Despatch Centre,
14, Golf Club Road, Tollygunge,
Kolkata -700 033
2. National Load Despatch Centre,
B-9 (1 st Floor), Qutab Institutional Area, Katwaria Sarai,
New Delhi -110016
3. Eastern Regional Power Committee,
14, Golf Club Road, Tollygunge,
Kolkata -700 033
4. Indian Energy Exchange Limited,
Unit No. 3, 4, 5 and 6, Fourth Floor,
TDI Centre, Plot No - 7, Jasola,
New Delhi – 110025
5. PTC India Limited,
2nd Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi – 110066

...Respondents

Parties Present: Sh. Tarun Johri, Advocate TUL
Ms. Swati Jindal, TUL
Sh. Shishir Kumar Pradhan, ERLDC/NLDC
Sh. Nadim Ahmad, ERLDC/NLDC
Sh. Shabari Pramanick, ERLDC/NLDC

आदेश/ ORDER

M/s Teesta Urja Limited (the Petitioner) has developed the 1200MW Teesta III Hydro-electric Project in North District, Sikkim (Project) which has been under commercial operation since 28.02.2017. The Petitioner has entered into long-term Power Sale Agreements (PSAs) for 840 MW through PTC India Limited (PTC) with distribution licensees. However, only 300 MW of the contracted capacity is presently operational under PSAs (i.e. 200 MW with Uttar Pradesh Power Corporation Limited and 100 MW with Rajasthan Discoms) and the balance power is being sold under Short Term Market, majorly through Power Exchange. The Petitioner has filed

the present Petition under Section 29(5) of the Electricity Act, 2003 (the Act) read with Regulation 111 & Regulation 115 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 and Regulation 2.3(7) & Part 7 of Indian Electricity Grid Code 2010 (the Grid Code) for consequential orders on revision of schedule in case of Forced Outage attributable to Force Majeure for reasons beyond the control of the generating company.

2. The Respondent No. 1 is Eastern Regional Load Despatch Centre (ERLDC) which is the apex body under the Act for ensuring integrated operation of the power system in the eastern region.
3. The Respondent No. 2 is National Load Despatch Centre (NLDC), which is mandated to monitor operations and grid security of National Grid as also restoration of synchronous operation of national grid with RLDCs and is also the Nodal Agency for collective transactions under the Grid Code.
4. The Respondent No. 3 is Eastern Regional Power Committee (ERPC) which is required to undertake Regional Level operation analysis for improving grid performance. Pursuant to Regulation 9(1) of the CERC (Deviation Settlement Mechanism and Related Matters) Regulations 2014, ERPC is required to prepare a statement of Charges of Deviation including Additional Charges of Deviation on the data provided by ERLDC. ERPC has raised Invoice No. ERPC/COM-II/ABT-DC/3596-3630 dated 12.07.2019 for the period from 17.06.2019 to 23.06.2019 (Impugned Invoice), which includes the levy of Charges of Deviation including Additional Charges of Deviation for the period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019.
5. The Respondent No. 4 is Indian Energy Exchange Limited (IEX) which is the power exchange through which the Petitioner sells its power on day-ahead basis through PTC.
6. The Respondent No. 5 is PTC India Limited (PTC). The Petitioner has entered into long-term Power Sale Agreements (PSAs) for 840 MW through PTC with distribution licensees.
7. The Petitioner has made the following prayers:

In Petition 198/MP/2019

- a. *Set aside and quash Invoice No. ERPC/COM-II/ABT-DC/3596-3630 dated 12.07.2019 as raised by Eastern Regional Power Committee in respect of the deviation charges and additional deviation charges as illegal, unfair and against the Electricity Act and Grid Code for period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 for which an amount of **Rs.9.66 Crores** has been levied on 1200 MW Teesta III HEP for the period of forced outage caused due to force majeure beyond the control of the Petitioner;*
- b. *Allow the present Petition and in the interim, grant 'stay' on the recovery of deviation charges and additional deviation charges for 17.06.2019 and 18.06.2019 as levied vide ERPC invoice dated 12.07.2019;*
- c. *Direct Eastern Regional Load Despatch Centre to revise the Schedule of the Petitioner under power exchange from 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 without any financial ramification to the Petitioner as per **Annexure 8 (colly)**;*
- d. *Direct Eastern Regional Load Despatch Centre to revise the schedule under collective transactions in case of forced outage due to force majeure beyond the control of the Generator, in the interest of grid security for outage of generation beyond 100 MW by harmoniously interpreting the Regulation 6.5.19, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code.*
- e. *Pass such other order(s) as Hon'ble CERC may deem fit and proper in the facts and circumstances of the instant case.*

In I.A No. 57 of 2021

- a. *Allow the present Interlocutory Application and grant permission for urgent hearing of the case.*
- b. *Allow early hearing of the Petition in view of difficulties which the Petitioner may face during the forthcoming monsoon season.*
- c. *Direct Eastern Regional Load Despatch Centre to revise the schedule under collective transactions in case of forced shutdown due to force majeure beyond the control of the Generator, in the interest of grid security for forced shutdown of generation beyond 100*

MW by harmoniously interpreting the Regulation 6.5.19, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code.

d. Pass such other and further Order(s) as this Hon'ble Commission may deem fit and proper in the circumstances of the present case and in the interest of justice.

Submissions of the Petitioner

8. The Petitioner has submitted as under:
- a) Between 17.06.2019 to 18.06.2019, all the operational hydro projects in the cascade of Teesta river were under forced outage due to force majeure event (Cloud bust) causing about 7% decline in generation from eastern region.
 - b) It was allowed to revise the schedule of its long-term beneficiaries to 'zero' from their full schedule. However, it was not permitted to revise its schedule for transaction under Power Exchange during the period of such outage.
 - c) Deviation charges and additional deviation charges amounting to Rs.9.72 Crores of which Rs.9.66 Crores pertains to the period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 were levied.
 - d) Upon occurrence of such force majeure events, revision of schedule would be required on real-time basis for collective transactions under power exchange. In case revision of schedule is not allowed, it would continue to be unduly levied deviation charges/ additional deviation charges.
 - e) As per Regulation 5.2 (j) of the Grid Code, any sudden reduction in generation beyond 100 MW without prior intimation and consent of RLDC, except under an emergency and to prevent imminent damage to costly equipment, is not permitted in the interest of the grid security. This implies that under any emergency situation or any situation that would result in imminent threat to the safety of the generating plant equipment, the consent to revise the schedule must be given by NLDC, more so when there is more than 100 MW reduction. However, in the instant case of collective transaction such consent was not given to the Petitioner, leading to deviation of the tune of 1024 MW.
 - f) Section 28(1) of the Act establishes RLDC as the Apex body to ensure integrated operation of power system in the concerned region. The combined reading of Section 28(1) and

Section 29(1) of the Act reveals that RLDC as the apex body in the region is mandated to give such direction as may be required for ensuring stability of grid operations.

- g) Combined reading of Section 2(25), Section 2(54) and Section 28(3)(e) of the Act establishes that action is required to be taken by RLDC at a given time at which information about the electricity system is made available to RLDC. Further, such real time operation shall duly consider secure and economic operation of the regional grid.
- h) As per Regulation 2.2.2 (i) of the Grid Code, NLDC has been appointed as the nodal agency for collective transactions. However, such Regulation is subordinate to the Electricity Act 2003 which considers RLDCs as the Apex Body for its region and also enshrines upon the RLDCs to carry out real time operation in the interest of secure grid operation.
- i) Under Regulations 6.5.27 of the Grid Code, RLDC has been empowered to revise the schedule of all types of transactions, including collective transactions, in case of transmission constraints (i.e. congestion) as well as in the interest of grid security.
- j) Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code provide the order in which such curtailment should be implemented. However, Regulation 6.5.19 of the Grid Code excludes collective transactions from the list. While at one place, during transmission constraints, the schedule of collective transactions is curtailed on a real-time basis by RLDC, NLDC and Power Exchanges, in the other place when forced outage of an electricity system is caused due to force majeure event, revision of schedule of collective transactions on real-time basis is not carried out in the interest of grid security.
- k) When the forced outage of a generating station caused due to force majeure (having generation capacity of more than 100 MW) calls for revision of schedule, a generating plant of the Petitioner having generation capacity of 1304 MW (including overload) would not have any impact on grid security and therefore, should not be allowed to revise its schedule merely because the power is being scheduled under collective transactions is out of comprehension. In the present case, the Petitioner is as much interested in grid security, and thus has carried out all procedures required at its end under the Grid Code.
- l) The effect on the grid due to transmission line tripping as well as forced outage of generating station is the same. There is no procedural problem in curtailment of schedule for the buyers and sellers under exchange in the event of any transmission line tripping. Accordingly, the same can be implemented in case of forced outage caused due to force

majeure condition beyond the control of the generating station selling under collective transactions.

- m) While adopting Regulation 6.5.19, in the Grid Code in 2010, CERC had agreed to the submission of CEA that non-revision of schedule in case of forced outage irrespective of nature of PPA (excluding collective transactions) would result in serious grid imbalances.

On draft Regulation 6.5.19, CEA had suggested the following:

“In case of a forced outage all generating stations irrespective of their nature of PPA, whether long term, medium term or short term, should be allowed to revise their schedule with the exception of schedules for day ahead, collective transactions cleared through a power exchange. If large number of generating stations supplying power under long term, medium term and short term bilateral contracts are not allowed to revise their schedule under forced outage, it may result in serious grid imbalances. CEA also submitted that in the UI Regulations, 2010, a limit has been put on under injection by the generator. To do so, the generators must have facility to revise their declaration in case of forced outages. However, this Regulation of proposed IEGC allows only generator with two part tariff and long term contract to revise their schedule in case of forced outage. Therefore, to have a level playing field and to enable generators to generate close to their schedule, generators supplying through bilateral transactions under open access should be given right to revise declaration in case of forced outages. Since such events are not so common in a well maintained generating station, a limit say once per day may also be specified for this purpose.”

“We are in agreement with the views of CEA. The issue of handling Grid imbalance is important and Regulation 6.5.19 has been modified to allow revision of schedules to a generator of capacity of 100 MW or more, in case of short-term bilateral transactions, in case of forced outage, with the objective of not affecting the existing contracts, the revision of schedule shall be with the consent of the buyer till 31.07.2010. Thereafter, consent of the buyer shall not be a pre-requisite for such revision of schedule.”

- n) While issuing the ‘Statement of Reasons’ for the 1st Amendment to the Grid Code, CERC declined the submission of POSOCO regarding non-revision of STOA (excluding collective transactions) by stating that if generation is reduced, then there is no point in keeping the original schedule which would give wrong signal for the buyer as he would continue overdrawing from the grid even though the generation is reduced and affect the grid security.
- o) It view of the above, such provision related to revision of schedule was brought under the Grid Code in view of grid security. Accordingly, the same needs to be harmoniously interpreted and applied in case of collective transactions as well for forced outage of

generating unit/power station of more than 100 MW capacity which has been caused due to force majeure condition and has resulted in deviation of 1025 MW in the grid by a single Regional Entity.

- p) Since 2010, when the Grid Code was introduced, there has been increase in exposure under collective transactions, especially of plants with capacity above 100 MW. Thus, it is necessary that collective transactions be allowed to be revised in case of forced outage due to force majeure beyond the control of the generator, in the interest of grid security in case of outage of generation more than 100 MW by harmoniously interpreting Regulation 6.5.19, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code

Submissions of Respondent No. 4 (IEX)

9. The Respondent No.4 (IEX) has submitted as under:
- a) On 17.06.2019 and 18.06.2019, IEX has not received any real time curtailment instructions from NLDC w.r.t the Petitioner and therefore no real time curtailment was carried out on the schedule of collective transaction for 17.06.2019 and 18.06.2019.
 - b) Interpretation of Paragraph 6.1 and Paragraph 6.2 of '*Procedure for Scheduling of Collective Transaction*' read along with Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code, makes it evident that:
 - (i) Revision of schedule of collective transaction cannot be done by seller itself.
 - (ii) Revision of schedule of collective transaction cannot be done by the power exchange itself.
 - (iii) Revision of schedule of collective transactions can only be done by NLDC/RLDCs/SLDCs to manage real time congestion in the transmission system.
 - (iv) There is no provision of post-facto revision of collective transactions.
 - (v) Among short term transactions, collective transactions are curtailed after bilateral transactions.
 - c) The Commission has consciously kept the above restrictive provisions for revision of collective transactions considering nature of collective transactions.
 - d) The Commission has not made any provision for post-facto revision of collective transactions, even due to forced outage of a generating station, considering its wide-spread impact on the market participants and complexity in post-facto settlement which includes:

- (i) It would not be feasible for NLDC/ RLDC to identify post facto congestion in the transmission system as real time curtailment can only be executed based on the constraint in specific transmission corridor.
- (ii) There would be many buyers against a curtailment including Discoms and Open Access consumers. In case of Discoms, they will be exposed to heavy deviation charges as they have already drawn power and in case of open access consumers, heavy penalty will be imposed by Discoms for over drawl and breaching contract demand for a given day subject to State specific regulations.
- (iii) The transmission charges and operating charges would already have been remitted by the Exchange for the transaction and cannot be reversed until CTU, all STUs and concerned SLDCs are made party to the petition.
- (iv) In case of Open Access consumers, it is possible that the affected consumer would have already paid cross subsidy surcharge, wheeling charges, additional surcharge etc. and reversing the same would not be possible until all Discoms and Open Access consumers are made party and also since State regulations will be applicable in such cases, there may be jurisdiction issues to implement such reversal. In this particular case, the open access consumers have already paid the charges for the month of June.

Submissions of Respondent No. 1 (ERLDC)

10. The Respondent No.1 (ERLDC) has submitted as under:

- a. NLDC/ERLDC has followed all the procedures as per the provisions of the Grid Code and the Order of the Commission in true letter and spirit.
- b. ERLDC has acted appropriately as per Regulation 6.5.19 of the Grid Code and as per direction of the Commission in Order 94/MP/2013 dated 11.12.2013 where it was held as under:

“We have considered the matter in the light of rival contentions. “Forced Outage” is defined under the Grid Code as “an outage of a Generating Unit or a transmission facility due to a fault or other reasons which has not been planned”. The term “forced outage” has been used in contradistinction to the “planned outage” which is decided in advance for reasons of maintenance, etc., and is thus a foreseen situation/occurrence. Therefore, any unplanned outage on account of unforeseen circumstances falls within the scope of forced outage. In our view, forced outage is a generic term and covers

*specific outages such as on account of sudden development of fault in plant and machinery, natural calamities, outbreak of diseases, enemy action, etc., which cannot be reasonably foreseen, estimated and planned. The outage because of presence of silt which is on account of unusual occurrence in river water used for electricity generation can be covered under ‘other reasons’ in the definition of “forced outage”. It is also pointed out that the Grid Code does not make any specific provision to deal with the outages arising out of force majeure events, though the term “force majeure” has been defined in the Grid Code. In our view, a harmonious reading of the definition of the terms “forced outage” and “force majeure” will lead to the conclusion that an outage of a generating unit or transmission facility arising out of “forced majeure” events will be covered under ‘other reasons which has not been planned’ of the definition of ‘forced outage’ as such events have not been planned and are in fact beyond the control of the generating company or transmission licensee. **Therefore, we are not in agreement with the contention of the Petitioner that outages for reason of high silt levels in river water are outside the purview of Regulation 6.5.19 of the Grid Code.”***

- c. The settlement of collective transaction takes place on the next day of delivery on the scheduled energy quantum. Accordingly, the Petitioner has received the settlement amount from IEX on the scheduled energy quantum on 18.06.2019 and 19.06.2019 for the delivery date 17.06.2019 and 18.06.2019 respectively, though there was no actual generation during the forced outage of all units on 17.06.2019 and 18.06.2019. Therefore, the net liability amount for the Petitioner is the Deviation Charge less the amount received from IEX.
- d. The gate closure for placing bids in collective transaction is 12:00 hrs. of the previous day of the delivery. The Petitioner had enough information from IMD regarding heavy rain and the increasing silt level from its own project site latest by 11:30 hrs. of 17.06.2019. Despite this, the Petitioner had bid its full merchant capacity including 10% overload (1025 MW) in collective market for the delivery date 18.06.2019. Therefore, the Petitioner has taken calculated risk of its own, knowing fully all the facts.
- e. NLDC/ ERLDC has duly acted for secure and economic operation of the regional grid according to Section 28(3) of the Act and Regulation 6.5.19 and Regulation 6.5.19(A) of the Grid Code.
- f. Regulation 5.2(j) of Grid Code is applicable for deliberate and manual action taken by generator/ beneficiaries. The same Regulation 5.2(j) is not applicable for forced outage of a unit of a generating station as it is governed by Regulation 6.5.18, Regulation 6.5.18 A, Regulation 6.5.19 and Regulation 6.5.19A of the Grid Code. Also, various tools such as RRAS, FRAS etc. are available for system operator to maintain load generation balance in

real time and to maintain grid security in case of any contingencies. Hence, NLDC and ERLDC have acted as per the prevailing regulatory framework and did not revise the schedule for the collective transaction.

- g. The Petitioner has submitted that the schedule revision is not allowed in power exchange in case of forced outage of a unit. In the draft recommendation, CEA had suggested to revise the schedule for long term, medium term and short term PPAs with the exception of schedules for day ahead collective transactions cleared through power exchange. Hence, the interpretation of the Petitioner to treat collective transactions at par with other transactions is beyond the scope of present regulatory regime.

Rejoinder of Petitioner to the reply of IEX

11. The Petitioner vide its rejoinder has reiterated the submissions made in the pleadings and as such, the same are not repeated for the sake of brevity. Additionally, the Petitioner has submitted as under:
 - a. In response to the IEX's contention that revision of schedule of collective transaction cannot be done by the power exchange itself, the Petitioner stated that as per Clause 16.16 (quoted below) related to Force Majeure under the '*By-Laws of Indian Energy Exchange Limited*' duly approved by CERC, IEX can give direction in respect of transactions affected by the force majeure event:

"16.16. Notwithstanding the above, the Exchange shall be entitled to require any Member to take such actions, including but not limited to close out all or any of Contracts, as the Exchange may direct in respect of Contracts or transactions affected by the force majeure event."
 - b. In response to IEX's argument that revision of schedule of collective transactions can only be done to manage real time congestion management, the Petitioner contended that as per Paragraph 6.1 of the '*Procedure for Scheduling of Collective Transactions*', apart from transmission constraint, emphasis is also laid on 'threat to grid security' and curtailment of scheduled transactions 'to improve grid security'. This provision is in addition to transmission constraints.

- c. The Petitioner has countered the IEX's contention that there is no provision for post-facto revision of collective transactions under Grid Code, by drawing attention to Regulation 6.5.25 of the Grid Code, which stipulates as under:
- “6.5.25 For any revision of scheduled generation, including post facto deemed revision; there shall be corresponding revision of scheduled drawals of the beneficiaries.”*
- d. RLDCs have been revising post facto schedule as is evident from the weekly statements under Deviation Settlement Mechanism.
- e. IEX has accepted that among short term transactions, collective transactions are curtailed after bilateral transactions. However, as the Petitioner did not enter into any short term bilateral transactions for 17.06.2019 and 18.06.2019, revision of schedule for collective transactions should have been permitted by ERLDC.
- f. The Petitioner further argued that the IEX's conclusion that CERC has consciously kept above restrictive provisions for revision of collective transactions considering nature of collective transactions is neither borne out from the Grid Code, nor the provisions of the Act provided under Section 2(25), Section 2(54), Section 28(3)(e), Section 28(1) and Section 29(1).
- g. The Petitioner has also countered IEX's contention regarding complexity in post-facto revision of collective transactions by stating that post-facto revision is being carried out by RLDCs.

Rejoinder of Petitioner to the reply of ERLDC

12. The Petitioner vide its rejoinder has submitted as under:
- a. It has not contested implementation of Regulation 6.5.19 but has sought for harmonious interpretation with other regulations where revision of schedule for collective transactions is allowed in the interest of grid security as one Regulation cannot have an overriding effect on all the other Regulations of the Grid Code as well as the provisions of the Act.
- b. Paragraph 17, Paragraph 20 & Paragraph 24 in the Order dated 11.12.2013 in Petition No. 94/MP/2013 relate to revision of schedule under short term bilateral transactions and does not give interpretation of CERC with respect to collective transactions.

- c. Regarding bidding full capacity for 18.06.2019 in spite of having information from IMD regarding heavy rain and increasing silt level, the Petitioner has stated it is not possible to predict exactly at what time the silt level will exceed the permissible limit and at what time it will be normalized from the weather data of IMD.
- d. There are various tools such as RRAS, FRAS etc. available to ERLDC for intervening to maintain load generation balance in real time and to maintain grid security in case of any contingencies. As the incident faced by the Petitioner was a contingency event, it also required intervention of ERLDC in the interest of grid security.

Submissions of the Petitioner in I.A No. 57 of 2021

13. The Petitioner in Interlocutory Application (I.A.) 57 of 2021 has submitted as under:
- a. The Commission vide Order dated 19.12.2013 in Petition No. 249/MP/2012; Petition No. 250/MP/2012 and Petition No. 251/MP/2012 issued direction to all STUs/SLDCs/ Regional entities to comply with Regulation 5.2 (j) of the Grid Code failing which appropriate proceedings would be initiated for non-compliance.
 - b. Under emergency or any situation that would result in imminent threat to the safety of the generating plant equipment, the consent to revise the schedule must be given by NLDC, more so when there is more than 100 MW reduction.
 - c. Such consent was not given to the Petitioner and permission for revising the schedule of collective transactions for 17.06.2019 and 18.06.2019 was unreasonably withheld in spite of the Project being under forced shutdown due to force majeure condition resulting in deviation of 1025 MW from the schedule, which is 10 times the upper permissible limit of 100 MW reduction.
 - d. The Grid Code also allows revision through real-time curtailment for collective transactions in case of transmission constraints.
 - e. There is no procedural problem in curtailment of schedule for the buyers and sellers under collective transactions in the event of any transmission line tripping. Accordingly, the same can easily be implemented in case of forced shutdown of a power plant caused due to natural force majeure condition beyond the control of the generating station selling under collective transactions.

- f. The Commission has issued the ‘*Framework for Real-Time Market*’ (RTM), which is effective from June 2020, under which the generators witnessing forced shutdown due to force majeure are permitted to procure power under ‘Real-time Market’ to meet their schedule obligation under collective transactions.
- g. It faced similar issue in FY 2020-21 and is also facing in the current year 2021-22. The implementation of RTM allows an alternate option to the Petitioner to minimize penalty.
- h. In FY 2020-21, it suffered losses and penalty on account of silt for a cumulative period of around 62 hours 45 minutes as under:

DATE	TIME BLOCKS OF FORCED SHUTDOWN	AVERAGE WATER INFLOWS (in cumecs)	MAXIMUM SILT (in PPM)
10-07-2020	16:30 - 24:00	775	7880
11-07-2020	00:00 - 15:30	594	5100
20-07-2020	21:30 - 24:00	610	4430
28-07-2020	06:30 - 13:45	398	3990
03-08-2020	03:45 - 09:30	416	4010
20-05-2021	16:00 - 19:30	293	2940
27-05-2021	16:15 - 19:00	425	1876
08-06-2021	00:45 - 12:00	485	17980

- i. STOA has been paid by the Petitioner both for sale and purchase of power under Exchange to meet scheduled obligation under day-ahead market by procuring power in RTM, whereas the Petitioner has neither generated power to meet schedule under power exchange nor procured power for its own consumption. As such, the market reflected a notional generation and notional schedule which did not exist. Accordingly, for the cumulative hours for days during which plant was under forced shutdown, both PGCIL and Power Exchange have unduly gained on account of notional generation and schedule.

Particulars	Rs. Lacs
Gain to PGCIL for notional sale & purchase due to STOA	234.24
Gain to IEX for notional sale & purchase due to Exchange Fee	18.53
Total gain (to other parties due to forced shutdown of 1200 MW Teesta III HEP on account of force majeure)	252.77

- j. The Plant was under cumulative forced shutdown for around 62 hours 45 minutes giving false indication to the grid that the power is available. Further, out of such hours around 18

hours 30 minutes, the frequency of the grid was on the higher side (i.e., >=50.03 Hz.) indicating that surplus power was available in the grid.

- k. Irrespective of the surplus power available under RTM (i.e. 145%), only 83% of the volume got cleared, as can be seen from the above table.
- l. Irrespective of the Petitioner procuring power under RTM, the Petitioner has incurred undue loss for reasons beyond its control.
- m. The summary of generation and schedule, DSM penalty and net loss to the Petitioner during the cumulative hours of forced shutdown due to forced majeure is tabulated below:

Date	Actual Generation	Schedule	DSM Penalty to the Petitioner	DAM Net Revenue of the Petitioner	RTM Buy Expenses	Net Amount Received (+)/ Paid (-) by the Petitioner
	MUs	MUs	Rs. Lacs	Rs. Lacs	Rs. Lacs	Rs. Lacs
10-07-2020	0.71	8.20	(174.32)	188.42	(99.20)	(85.10)
11-07-2020	3.75	17.05	(202.68)	287.80	(128.10)	(42.97)
20-07-2020	2.00	10.21	(100.34)	195.32	(116.27)	(21.29)
28-07-2020	2.32	8.24	(164.31)	153.02	(12.76)	(24.05)
03-08-2020	2.83	6.69	(97.84)	92.74	-	(5.10)
FY 2020-21	11.60	50.39	(739.49)	917.31	(356.34)	(178.52)
20-05-2021	3.11	4.30	(41.92)	55.21	0.00	13.29
27-05-2021	2.22	2.62	(10.77)	53.25	0.00	42.48
08-06-2021	4.05	12.30	(156.75)	248.83	(165.35)	(73.27)
FY 2021-22	9.38	19.21	(209.44)	357.29	(165.35)	(17.50)

- n. In view of the above, the RTM Regulations do not fully insulate the generators, especially hydro generators, from incurring undue losses on account of non-revision of their schedule under collective transactions due to forced shutdown of the generation units under forced majeure. Further, in the event frequency of the grid is high, notional purchase would give false indication of power requirement to the grid resulting in additional injection into the grid which is not actually required.
- o. It is submitted that:
 - i) Implementation of any Regulation cannot be to the undue detriment of one party and to the undue gain of others especially in the event of natural force majeure which is beyond the control of a generator and is also against the principles of natural justice and equity.

- ii) The effect on the grid due to transmission line tripping as well as forced shutdown of generating station is same. There is no procedural problem in curtailment of schedule for the buyers and the sellers under collective transactions in the event of any transmission line tripping and the same is being carried out by all the concerned nodal agencies on real-time basis.
- iii) In the event frequency of the grid is high, notional purchase would give false indication of power requirement to the grid resulting in additional injection into the grid which is not actually required.
- iv) The Project has already started witnessing high silt conditions and forced shutdown this financial year and urgent intervention of the Commission is required in the interest of natural justice and equity.

Analysis and Decision

14. We have heard the Petitioner and the Respondent and have carefully perused the records.
15. The the Petitioner is a 1200 MW Hydro-electric Project in North District, Sikkim and has been under commercial operation since 28.02.2017. The Project has operational capacity of 840 MW of which the Petitioner is selling 300 MW under PSAs and the balance power is being sold under collective transaction, through IEX. Since the month of April 2019, ERLDC has issued 'no-objection' to the Petitioner for scheduling of overload capacity of 10% from the Project, for sale under Short-Term Open Access ('STOA'), whenever required, on day-ahead basis.
16. In the Petition No. 198/MP/2019, the Petitioner has submitted that on 16.06.2019 and 17.06.2019, bid was placed by the Petitioner in Day Ahead Market (DAM) at IEX. On 17.06.2019, the Petitioner was operating at 1304 MW (Plant ex-bus) when it faced shut down due to abrupt increase in silt which crossed the prescribed limit of 2000 ppm owing to a heavy rainfall and cloud bust. The shutdown resulted in 'nil' injection from the hydro project into the grid against the schedule of 1304 MW from 14:15 hrs. on 17.06.2019 to 16:00 hrs. on 18.06.2019. The scheduling under long term was rescheduled to zero. However, the Petitioner was not permitted to revise its schedule for transaction under Power Exchange during the period of such outage. On 17.06.2019 and 18.06.2019, IEX has not received any real time curtailment

instructions from NLDC and therefore no real time curtailment was carried out on the schedule of collective transaction for 17.06.2019 and 18.06.2019. Eastern Regional Power Committee (ERPC) raised an invoice dated 12.07.2019 in respect of the deviation charges and additional deviation charges for period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 for which Rs. 9.66 Crores has been levied. The Petitioner has contended that the relevant period of forced outage was caused due to force majeure beyond the control of the Petitioner.

17. In the IA No.57 of 2021, the Petitioner has also contended that though the Commission has issued the 'Framework for Real-Time Market' (RTM), under which the generators witnessing forced shutdown due to force majeure are permitted to procure power under 'Real-time Market' to meet their schedule obligation under collective transactions, the Petitioner has suffered losses and penalty on account of silt for a cumulative period of around 62 hours 45 minutes in FY 2020-21, and is facing similar issue in the current year 2021-22. It is admitted that implementation of RTM Regulations allow an alternate option to the Petitioner to minimize penalty. However, the RTM Regulations do not fully insulate the generators from incurring undue losses on account of non-revision of their schedule under collective transactions due to forced shutdown of the generation units under forced majeure. Therefore, the Petitioner may be allowed to revise the schedule under collective transactions in case of forced shutdown due to force majeure.

18. From the submissions of the parties, the following issues arise for adjudication:

Issue No.1: *Whether Invoice No. ERPC/COM-II/ABT-DC/3596-3630 dated 12.07.2019 raised on the Petitioner by the ERPC towards the deviation charges and additional deviation charges amounting to Rs.9.66 Crores for the period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 should be set aside as being illegal, unfair and against the Electricity Act and Grid Code as the Petitioner's generating station was under forced outage allegedly due to force majeure beyond the control of the Petitioner?*

Issue No.2: *Whether ERLDC should be directed to revise the Schedule of the Petitioner under power exchange from 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 without any financial ramification to the Petitioner?*

Issue No.3: *Whether ERLDC should be directed to revise the schedule in the interest of grid security under collective transactions in case of forced outage of generation beyond 100 MW due to force majeure beyond the control of the generator by harmoniously interpreting the Regulation 6.5.19, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code?*

Issue No.4: *Whether ERLDC should be directed to revise the schedule under collective transactions in case of forced outage of generation due to force majeure beyond the control of the generator since the RTM Regulations do not fully insulate from incurring losses on account of non-revision of schedule under collective transactions?*

19. No other issue was pressed or claimed.

20. We now discuss and analyze the issues.

Issue No.1: *Whether Invoice No. ERPC/COM-II/ABT-DC/3596-3630 dated 12.07.2019 as raised on the Petitioner, by the ERPC towards the deviation charges and additional deviation charges amounting to Rs. 9.66 Crores for the period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 should be set aside as being illegal, unfair and against the Electricity Act and Grid Code as the Petitioner's generating station was under forced outage allegedly due to force majeure beyond the control of the Petitioner?*

and

Issue No.2: *Whether ERLDC should be directed to revise the Schedule of the Petitioner under power exchange from 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 without any financial ramification to the Petitioner?*

21. Since the Issue No. 1 and Issue No.2 are interconnected, they are taken up together for discussion.

22. We observe that the relevant Sections of the Act dealing with the role of RLDCs stipulate as under:

“28 (1) The Regional Load Despatch Centre shall be the apex body to ensure integrated operation of the power system in the concerned region,”

“Section 29. (Compliance of directions): --- (1) *The Regional Load Despatch Centre may give such directions and exercise such supervision and control as may be required for ensuring stability of grid operations and for achieving the maximum economy and efficiency in the operation of the power system in the region under its control.*”

23. The relevant Regulations of the Grid Code stipulate as under:

“Regulation 2(1) (ff):

“Force Majeure” means any event which is beyond the control of the persons involved which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affects the performance by person such being the following including but not limited to:-

- a) Acts of God, natural phenomena, floods, droughts, earthquakes and epidemics;*
- b) Enemy acts of any Government domestic or foreign, war declared or undeclared, hostilities, priorities, quarantines, embargoes;*
- c) Riot or Civil Commotion;*
- d) Grid’s failure not attributable to the person.*

Regulation 2(1) (gg):

“Forced Outage” means an outage of a Generating Unit or a transmission facility due to a fault or other reasons which has not been planned;”

“6.5.18. *Revision of declared capability by the ISGS(s) having two part tariff with capacity charge and energy charge and requisition by beneficiary (ies) for the remaining period of the day shall also be permitted with advance notice. Revised schedules/declared capability in such cases shall become effective from the 4th time block, counting the time block in which the request for revision has been received in the RLDC to be the first one.”*

“6.5.18(a) *Notwithstanding anything contained in Regulation 6.5.18, in case of forced outages of a unit, for those stations who have a two part tariff based on capacity charge and energy charge for long term and medium term contracts, the RLDC shall revise the schedule on the basis of revised declared capability. The revised declared capability and the revised schedules shall become effective from the fourth time block, counting the time block in which the revision is advised by the ISGS to be the first one.”*

“6.5.19. *Notwithstanding anything contained in Regulation 6.5.18, in case of forced outage of a unit of a generating station (having generating capacity of 100 MW or more) and selling power under Short Term bilateral transaction (excluding collective transactions through power exchange), the generator or electricity trader or any other agency selling power from the unit of the generating station shall immediately intimate the outage of the unit along with the requisition for revision of schedule and estimated*

time of restoration of the unit, to SLDC/RLDC, as the case may be. The schedule of beneficiaries, sellers and buyers of power from this generating unit shall be revised accordingly. The revised schedules shall become effective from the 4th time block, counting the time block in which the forced outage is declared to be the first one. The SLDC/RLDC as the case may be shall inform the revised schedule to the seller and the buyer. The original schedule shall become effective from the estimated time of restoration of the unit. However, the transmission charges as per original schedule shall continue to be paid for two days.

Provided that the schedule of the buyers and sellers shall be revised after forced outage of a unit, only if the source of power for a particular transaction has clearly been indicated during short-term open access application and the said unit of that generating station goes under forced outage.

Provided also that the provisions of this sub-regulation in respect of revision of schedule by electricity traders and any other agency (except the generating station) shall be operative with effect from 1st July 2012.”

“6.5.19A. In case of revision of schedule of a generating unit, the schedules of all transactions under the long-term access, medium-term open access and short-term open access (except collective transactions through power exchange), shall be reduced on pro-rata basis.”

“6.5.25 For any revision of scheduled generation, including post facto deemed revision; there shall be corresponding revision of scheduled drawals of the beneficiaries.”

*“6.5.27. When for the reason of transmission constraints e.g. congestion **or in the interest of grid security**, it becomes necessary to curtail power flow on a transmission corridor, the transactions already scheduled may be curtailed by the Regional Load Despatch Centre.”*

“6.5.28. The short-term customer shall be curtailed first followed by the medium-term customers, which shall be followed by the long term customers and amongst the customers of a particular category, curtailment shall be carried out on pro rata basis.”

“6.5.30. Collective Transaction through Power Exchange(s) would normally be curtailed subsequent to the Short Term Transaction(s).”

24. The relevant provisions of *Procedure for Scheduling of Collective Transaction* stipulate as under:

“6.1 In case of transmission constraint or threat to grid security, the scheduled transactions may be curtailed in the manner as decided by the NLDC / RLDCs / SLDCs to relieve the transmission constraint/ to improve grid security.”

“6.2 Collective Transaction through Power Exchange(s) would normally be curtailed subsequent to the Short-Term Bilateral Transaction(s).”

25. From the above, we observe that ‘forced outage’ is defined under the Grid Code as ‘an outage of a generating unit or a transmission facility due to a fault or other reasons which has not been planned’. We further observe that in case of forced outage, the generating stations under long term, medium term or short term contracts are allowed to revise their schedule with the exception of schedules for day ahead collective transactions cleared through a power exchange. The schedule of beneficiaries, sellers and buyers of power from the generating unit(s) are also revised accordingly. Further, Regulation 6.5.19 & Regulation 6.5.19A of the Grid Code deal with revision of schedule of a generating unit. In case of revision of schedule by the generating units, the schedules of all transactions under the long-term access, medium-term open access and short-term open access (except collective transactions through power exchange) can be reduced on pro-rata basis. It is noted that collective transactions are specifically excluded in case of forced outage.

26. We observe that the relevant provisions of *Procedure for Scheduling of Collective Transaction* stipulate as under:

“3.3 Based on the information furnished as per Para 3.2 by Power Exchange(s), NLDC shall check for congestion. If there is no congestion, the Power Exchange(s) shall submit the application as per clause 3.5. However, in case of congestion, NLDC shall inform the exchange(s) by 14:00 Hrs. about the period of congestion and the available limit for scheduling of collective transaction on respective interfaces/control areas/transmission system(s) during the period of congestion for scheduling of Collective Transaction through that respective Power Exchange. The limit for scheduling of collective transaction for respective Power Exchange shall be worked out in accordance with CERC directives.”

“3.4 Power Exchange(s) shall ensure that “Scheduling Request for Collective Transaction” is within the limits (as per Para 3.3 above) for each time block as intimated by NLDC. Further, Power Exchange(s) shall ensure that the Scheduling Request is within the limits for each time block specified by respective SLDCs in the “Standing Clearance”/“No Objection Certificate” (submitted by State Utilities/intra-State Entities to Power Exchange(s)).”

“3.5 The Application for Scheduling of Collective Transaction shall be submitted by the Power Exchange(s) by 15:00 Hrs each day, to the NLDC as per Format-PX-II:

“Application for Scheduling of Collective Transaction”, for transactions to be implemented on the following day.”

“3.8 After getting acceptance from the RLDCs, NLDC shall convey the acceptance of scheduling of Collective Transaction to Power Exchange(s) by 17:30 Hrs.”

“4.1 Concerned RLDCs shall accommodate the Schedule of Collective Transactions in the respective Regional Entity’s and inter-Regional Schedules, which would be issued finally by RLDCs at 18:00 Hrs of each day.”

27. From the above it is observed that NLDC has to check for congestion. If there is no congestion, the Power Exchange(s) have to submit the application for Scheduling of Collective Transaction by 15:00 Hrs. each day to the NLDC. After getting acceptance from the RLDCs, NLDC has to convey the acceptance of scheduling of Collective Transaction to Power Exchange(s) by 17:30 Hrs. The concerned RLDCs have to finalize the schedule of collective transactions in the respective Regional Entity’s schedule and inter-Regional schedules by 18:00 Hrs. of each day.
28. In the instant case, the Petitioner submitted the schedule for collective transaction under power exchange at 12:00 hrs. on 16.06.2019 for the next day i.e. for 17.06.2019 which was finalized by the concerned RLDCs by 18:00 Hrs. on the same day i.e. 16.06.2019. However, at 06:00 hrs. on 17.06.2019, severe cloud burst occurred upstream of the project followed by a sudden increase in water inflow of about 444 cumecs as against the design discharge of 175 cumecs. At 11:00 hrs. on 17.06.2019, silt content reached 1250 ppm but was below the prescribed limit of 2000 ppm. At 12:35 hrs. on 17.06.2019, silt content downstream of the De-silting Chamber increased abruptly to 2,795 ppm from the level of 1,902 ppm recorded at 12:20 hrs. At 13:26 hrs. and 13:30 hrs. on 17.06.2019, the Petitioner informed ERLDC that generation will be reduced in steps and will be brought down to zero (0) MW from the then schedule of 1304 MW at Plant ex-bus. At 14:15 hrs. on 17.06.2019, the generation was fully stopped by the Petitioner and the same was intimated to ERLDC via email at 14:17 hrs. At 16:04 hrs., 16:48 hrs. & 17:53 hrs. on 17.06.2019, the Petitioner sent emails to ERLDC to consider the revision of schedule for collective transactions for 17.06.2019 i.e. next day after the schedule had been finalized.
29. The Commission observes that though there was a cloud burst at 06:00 hrs. on 17.06.2019, followed by a sudden increase in water inflow and increase in silt content at 11:00 hrs., the

Petitioner preferred to submit the schedule for collective transaction under power exchange for 18.06.2019 at 12:00 hrs. on 17.06.2019 which was finalized by RLDC by 17:30 Hrs. It is pertinent to note that once the schedule stands approved, the same is excluded from revision as per provisions of the Grid Code quoted and discussed in the preceding paragraphs. Further, on 17.06.2019 and 18.06.2019, no real time curtailment instructions were received by IEX from NLDC. Therefore, no real time curtailment was carried out on the schedule of collective transaction for 17.06.2019 and 18.06.2019. It is observed that revision of schedule of collective transactions can only be done to manage real time congestion in the transmission system. There is no provision for post-facto revision of collective transactions.

30. From the above, the Commission is of the view that the Petitioner was fully aware of the circumstances and had taken a decision to enter into the power market transaction being conscious of the provisions of the Regulations in the Grid Code and the consequences thereon. As such, the prayer of the Petitioner to set aside the Invoice No. ERPC/COM-II/ABT-DC/3596-3630 dated 12.07.2019 as raised on the Petitioner, by the ERPC towards the deviation charges and additional deviation charges amounting to Rs.9.66 Crores for the period between 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 does not sustain. Consequently, the prayer to direct ERLDC to revise the schedule of the Petitioner under power exchange from 11.30 hrs. of 17.06.2019 to 13.45 hrs. of 18.06.2019 without any financial ramification to the Petitioner is also rejected.
31. The issues are decided accordingly. Prayer (a), Prayer (b) and Prayer (c) of the Petitioner in Petition No. 198/MP/2019 are answered accordingly.

Issue No.3: Whether ERLDC should be directed to revise the schedule in the interest of grid security under collective transactions in case of forced outage of generation beyond 100 MW due to force majeure beyond the control of the Generator by harmoniously interpreting the Regulation 6.5.19, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code?

and

Issue No.4: Whether ERLDC should be directed to revise the schedule under collective transactions in case of forced outage of generation due to force majeure beyond the control of the generator since the RTM Regulations do not fully insulate from incurring losses on account of non-revision of schedule under collective transactions?

32. The contention of the Petitioner is that when in the interest of Grid Security collective transaction can be curtailed in terms of Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code, there is no reason why collective transactions cannot be curtailed in case of forced outage of a generating plant under Regulation 6.5.19 of the Grid Code. The Petitioner has opined that tripping of transmission lines and forced shut down of a generating station have the same effect on the grid and therefore, similar treatment should be given to both these events.
33. The Commission finds that the Petitioner has failed to appreciate the distinction between the provisions made to cover “emergency conditions” and those dealing with non-emergency conditions. Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code are in the nature of “emergency conditions” and accordingly wide powers have been vested on the system operator to take action without any consideration of procedural/commercial consequences.
34. Grid security is the prime responsibility of the system operator and the system operator is required to be empowered sufficiently to handle any conditions posing threat to grid security. Forced outages of the generating stations are events that do occur occasionally but all such events of forced outage of generating stations do not necessarily always pose threat to grid security. However, if the grid operator assesses that forced outages of generating stations could cascade posing threat to grid security, the system operators, empowered to take action under various regulations of the Grid Code, can take appropriate action under Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code.
35. In the present case of the Petitioner’s generating station going under forced shutdown, as the system operator has not chosen to invoke the provisions of Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30, it could be safely inferred that the system operator did not consider the said event to cascade posing threat to grid security. This is borne out by the submissions of

ERLDC which stated that NLDC and ERLDC have duly acted for secure and economic operation of the regional grid according to Section 28(3) of the Act and Regulation 6.5.19 and Regulation 6.5.19(A) of the Grid Code. Regulation 5.2(j) of the Grid Code is applicable for deliberate and manual action taken by generator/ beneficiaries. The same Regulation is not applicable for forced outage of a unit of a generating station as it is governed by Regulation 6.5.18, Regulation 6.5.18 A, Regulation 6.5.19 and Regulation 6.5.19A of the Grid Code. Also, various tools such as RRAS, FRAS etc. are available for system operator to maintain load generation balance in real time and to maintain grid security in case of any contingencies. Hence, NLDC and ERLDC have acted as per the prevailing regulatory framework.

36. We would also like to observe here that unlike long term, medium term and short term contracts which are in the nature of one to one contract between buyers and the sellers who could be identified, contracts under collective transactions are collective in nature and one to one relationship between buyer and seller cannot be established. This is the reason behind the distinction carved out in case of the curtailment of transaction of various types of contracts. Revision of schedule of the identified buyers and sellers under all types of contracts except collective transaction is possible without any procedural constraint or commercial consequences. However, given the nature of collective transactions, revision of schedule of such collective transactions could lead to procedural as well as commercial difficulties in term of energy accounting and settlement. For example, if such revision of schedule under collective transactions in case of forced outage of generation due to force majeure beyond the control of the generator is accepted, this could lead to imposition of undue cost on the Discoms and other consumers by way of deviation charges for no fault of theirs. In other words, the commercial risks of the generators associated with forced outage instead of being borne by the generating station itself will get passed on to the Discoms and consumers.
37. In view of the facts mentioned above, under the circumstances covered under Regulation 6.5.19 of the Grid Code collective transactions have been excluded from revision of schedule. However, as explained in the preceding paragraphs, such procedural and commercial constraints cannot outweigh emergency conditions and accordingly, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code applicable in case of threat to grid security cover all types of contracts.

38. The Petitioner has further contended that the RTM framework introduced since 2020 also does not insulate the generators going under forced outage. We would like to reiterate that it is the bounden duty of the generating station to take due care of the operational and technical parameters of the station before committing its schedule under any contract. There could be occasions of forced outage even after all care is taken, but the consequences of such events will have to be borne by the generating station itself as commercial risk of the business. The RTM Framework has given another option to the generators to correct their position through scheduled transaction in events of forced outage and enable them to mitigate their commercial risks to the extent possible. It cannot be anybody's case that such mitigating measures necessarily square off the positions always. The commercial risks and the consequential loss or gain from participation in the RTM by such generators shall necessarily have to be to their account.
39. We also do not find any merit in the argument made by the Petitioner that forced outage of the Petitioner's generating station has led to undue gain for PGCIL and IEX at the cost of the Petitioner. The Petitioner has not taken care to mention that despite forced outage, the Petitioner has also been paid for the energy scheduled under collective energy transactions even when it has not generated. It is a common knowledge to all market participants that the energy scheduled under collective transactions is paid for/to as per such schedule. The correction of position subsequent to such scheduled transactions on day ahead basis can be made through another set of scheduled transactions in RTM, failing which the deviation is settled through Deviation Settlement Mechanism (DSM). In other words, the energy accounting and settlement of all charges including energy charges, transmission charges etc. are carried out based on the scheduled energy and the deviation from schedule is settled through DSM. Accordingly, the argument put forth highlighting the purported loss of the Petitioner and gain of the PGCIL and IEX lacks any basis and merits no consideration.
40. In view of the above discussion, the prayer of the Petitioner to give direction to ERLDC to revise schedule of collective directions by harmonious reading of Regulation 6.5.19, Regulation 6.5.27, Regulation 6.5.28 and Regulation 6.5.30 of the Grid Code and because the RTM framework does not fully insulate it from losses, does not sustain.

41. The issues are decided accordingly. Prayer (d) of the Petitioner in Petition No.198/MP/2019 and Prayers of the Petitioner in the I.A No.57/2021 are answered accordingly.
42. The Petition No. 198/MP/2019 along with I.A No.57 of 2021 is disposed of in terms of above discussions and findings.

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