

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 286/MP/2018

Coram:

Shri P.K. Pujari, Chairperson

Shri I.S. Jha, Member

Shri Pravas Kumar Singh, Member

Date of Order: 20th January, 2022

In the matter of

Petition under Section 79 of the Electricity Act, 2003 for execution of orders dated 14.3.2018 passed in Petition No.13/SM/2017 and 16.3.2018 passed in Petition No. 1/MP/2017; and initiation of proceedings under Section 142 of the Electricity Act, 2003 against TANGEDCO in relation thereto.

And

In the matter of

GMR Warora Energy Limited,
701/704, 7th Floor, Naman Centre,
A-wing, Bandra Kurla Complex,
Bandra Mumbai-400051

.....**Petitioner**

Vs

Tamil Nadu Generation and Distribution Corporation Limited,
10th Floor, NPKRR Maaligai, 144, Anna Salai,
Chennai-600 002

.....**Respondent**

Parties present:

Shri Vishrov Mukerjee, Advocate, GMRWEL

Shri Amit Kapur, Advocate, GMRWEL

Shri Rohit Venkat, Advocate, GMRWEL

Ms. Anusha Nagarajan, Advocate, TANGEDCO

Ms. Aakanksha Bhola, Advocate, TANGEDCO

ORDER

The Petitioner, GMR Warora Energy Ltd has filed this petition seeking the following reliefs:

"i) Direct TANGEDCO to comply with the Orders dated 14.03.2018 and 16.03.2018 passed by this Hon'ble Commission in Petition Nos. 13/SM/2017 and 1/MP/2017 and



to pay the supplementary bills raised by the Petitioner;

ii) Pass an order for attachment of bank accounts and other immovable and movable properties of TANGEDCO for part or full satisfaction of the Orders dated 14.03.2018 and 16.03.2018;

iii) Award the costs of this proceedings in favour of the Petitioner and against TANGEDCO;

iv) Initiation of proceedings under Section 142 of the Electricity Act against TANGEDCO for failure to comply with the directions of this Hon'ble Commission; and

v) Pass any such further order as this Hon'ble Commission may deem necessary in the interest of justice."

2. GMR Warora Energy Limited is a generating company which has developed a 600 MW coal based Thermal Power Project (hereinafter referred to as "the Project") in the Warora Taluka, District Chandrapur in the State of Maharashtra. The Project comprises of two units of 300 MW each. Unit-I of the Project was commissioned on 19.3.2013 and Unit-II was commissioned on 1.9.2013.

Background

3. The Petitioner has entered into the following long-term PPAs for supply of power from the Project:

(a) Supply and sale of 200 MW to Maharashtra State Electricity Distribution Company Ltd (MSEDCL) in terms of PPA dated 17.3.2010. The cut-off date for this PPA is 31.7.2009. Supply of power in terms of the PPA commenced from 17.3.2014;

(b) Supply and sale of 200 MW to Electricity Department, Union Territory of Dadra and Nagar Haveli (DNH Discom) in terms of PPA dated 21.3.2013. The cut-off date for this PPA is 1.6.2012. Supply of power in terms of the PPA commenced from 1.4.2013;

(c) Supply and sale of 150 MW to Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) through back to back arrangements as follows:

i) Power Sale Agreement (PSA) dated 1.3.2013 between GMR Energy Trading Limited (GMRETL) and the Petitioner based on which bid was submitted to TANGEDCO;

ii) PPA dated 27.11.2013 between GMRETL and TANGEDCO for supply of power from Petitioner to TANGEDCO. The cut-off date of this PPA is 27.2.2013. Tariff was adopted by TNERC vide its order dated 29.7.2016;

iii) PPA dated 3.5.2014 between Petitioner and GMRETL recording the terms and conditions in accordance with PPA between GMRETL and TANGEDCO. The supply of power under the PPA commenced on 22.10.2015.



4. Petition No.1/MP/2017 was filed by the Petitioner before this Commission seeking compensation for various change in law events which impacted the Project during the operating period. The Commission by its order dated 16.3.2018 *inter alia* held that the events namely (a) levy of Swachh Bharat Cess, (b) increase in rate of Clean Energy Cess, (c) deviations from the New Coal Distribution Policy and changes in coal distribution policy of the Government of India and Coal India Limited, (d) increase in Service Tax on coal transportation, (e) levy of Krishi Kalyan Cess (f) imposition of charges towards National Mineral Exploration Trust and District Mineral Foundation, (g) increase in Countervailing Duty (CVD) and Excise Duty on spares and equipment, (h) increase in the rate of Chhattisgarh Paryavaran and Vikas Upkar, and (i) increase in Central Excise duty on account of inclusion of Royalty and stowing excise duty in assessable value of coal, as change in law events and, accordingly, granted relief to the Petitioner.

5. Petition No. 13/SM/2017 was initiated by the Commission for assessing impact of abolition of Clean Energy cess, introduction of Goods & Services Tax in place of host of indirect taxes and introduction of Goods and Services Tax Compensation Cess effective from 1.7.2017. In Petition No. 13/SM/2017, by order dated 14.3.2018, the Commission *inter alia* held that the introduction of GST Compensation cess, was a 'Change in law' event in all cases of intra-State supplies or inter-State supplies of coal.

Present Petition

Submissions of the Petitioner GMRWEL

6. The Petitioner in the present petition has submitted that pursuant to the orders dated 14.3.2018 and 16.3.2018 in Petition No.13/SM/2017 and Petition No. 1/MP/2017 respectively, it had raised the following supplementary bills on



Respondent TANGEDCO for the aforesaid change in law events (other than countervailing duty and excise duty on spares):

Sl. No.	Bill Date	Period	Amount (in Rs.)
1	30.03.2018	October 2015 to January 2018	73,90,21,205
2	30.04.2018	February 2018 to March 2018	3,57,72,596
3	30.04.2018	April 2018	4,70,35,554
4	29.06.2018	May 2018	5,30,44,401
5	08.08.2018	June 2018	5,60,41,779
Total			93,09,15,535

7. The Petitioner has submitted that despite the aforesaid orders, the Respondent TANGEDCO has not made any payments. It has, therefore, submitted that the present petition has been filed seeking enforcement of the Commission's orders dated 14.3.2018 and 16.3.2018 and for initiation of proceedings under Section 142 of the Electricity Act, 2003 (in short 'the Act') against the Respondent.

8. The Petitioner has submitted that in terms of Section 94 of the Act, this Commission has powers of a civil court under the Code of Civil Procedure Code, 1908. Referring to the judgments of the Hon'ble Supreme Court in Tamil Nadu Generation & Distribution Corporation Ltd. vs PPN Power Generating Co (P) Ltd., (2014) 11 SCC 53 and Andhra Pradesh Power Coordination Committee & ors v Lanco Kondapalli Power Ltd & ors. (2016) 3 SCC 468, the Petitioner has submitted that the tribunal such as the State Commission has the trappings of a court and that the Commission has been elevated to the status of a substitute for civil court in respect of all disputes between the licensees and the generating companies. The Petitioner has also submitted that it had sent request letters and reminders to the Respondent on 22.6.2018, 19.7.2018, 18.8.2018 and 28.8.2018 respectively, requesting payment of the total outstanding amounts, in terms of the aforesaid orders of the Commission. The Petitioner has further submitted that due to non-payment of outstanding dues, it has been put to financial distress and the Project



runs the risk of being declared as NPA. Accordingly, the Petitioner has prayed that the Commission may initiate proceedings against the Respondent TANGEDCO under Section 142 of the Act for wilful non-compliance of the Commission's orders. Referring to the judgment of APTEL in BSEB v CERC (2009 SCC online APTEL 113), the Petitioner has pointed out that the penalty prescribed under Section 142 of the Act is a natural consequence of non-compliance of the directions issued by the Commission.

Hearing on 13.12.2018

9. The Petition was admitted on 13.12.2018 and notice was issued to the Respondent, TANGEDCO with direction to complete pleadings in the matter. The Respondent TANGEDCO vide affidavit dated 27.12.2018 has filed its reply and the Petitioner has filed its rejoinder vide affidavit dated 25.2.2019.

Reply of the Respondent TANGEDCO

10. The Respondent TANGEDCO in its reply vide affidavit dated 27.12.2018 has submitted as under:

- a) The present petition seeking penal action under Section 142 of the Act, is an abuse of process of law;
- b) TANGEDCO has preferred Appeal No 289/2018 before APTEL challenging the Commission's order dated 16.3.2018 in Petition No. 1/MP/2017 on the ground that the Petitioner herein is not entitled to compensation due to change in law as per the terms and conditions of the PPA. TANGEDCO has also filed IA (1428 of 2018) seeking stay of the operation of the said order and to restrain the Petitioner from adjusting the payments made by TANGEDCO for regular tariff invoices towards such alleged arrears;
- c) APTEL vide order dated 5.12.2018 had directed TANGEDCO to pay 80% of Rs.70.17 crore calculated up to July 2018 and to continue to pay 80% of claims under different heads in future also, as and when bills are raised by the Petitioner. In terms of the directions of the APTEL, TANGEDCO is in the process of scrutinizing the invoices claimed by the Petitioner;
- d) In spite of the order of APTEL, the Petitioner through the present Petition,



has sought initiation of proceedings under Section 142 of the Act against TANGEDCO. Accordingly, this Petition is liable to be dismissed, as the Petitioner cannot maintain the same prayer before this Commission as well as APTEL;

e) The generator cannot seek to initiate proceedings under Section 142 of the Act against TANGEDCO for non-payment of money claims made by it. In case, the Petitioner wants payment of invoices, as claimed, it is open to the Petitioner to file execution petition as per provisions of the Act. However, the Petitioner has not filed any execution petition till date to get the orders of this Commission executed;

f) The proceedings by way of contempt of orders of the Commission cannot be used as legal thumbscrew by the Petitioner against TANGEDCO for enforcement of its claims, the correctness of which is under challenge before APTEL. When a remedy is available under law for recovery of the claim, the Petitioner should follow the due process of law and not resort to coercive actions. Accordingly, the present petition is liable to be dismissed.

Rejoinder of the Petitioner GMRWEL

11. The Petitioner in its rejoinder has submitted the following:

a) TANGEDCO's contention that the Petitioner ought to file execution petition if it desires payment, is erroneous. The Petitioner in this petition has specifically sought the execution of Commission's orders dated 14.3.2018 and 16.3.2018 in Petition No. 13/SM/2017 and Petition No. 1/MP/2017 respectively;

b) It is settled law that an appeal, inter-alia, does not operate as a stay of the order appealed from nor can the execution of an order be stayed for the reasons of an appeal having been preferred;

c) APTEL vide interim order dated 5.12.2018 in IA No. 1428 of 2018 in Appeal No. 289/2018 had directed TANGEDCO to pay 80% of the outstanding amount and to continue to pay 80% of claims as and when bills are raised by the Petitioner. However, TANGEDCO has not paid the full amount due to the Petitioner for change in law. Only Rs.25 crores have been released by TANGEDCO after repeated reminders and in gross violation of orders in Petition No. 3/SM/2017 and Petition No.1/MP/2017 and express directions of APTEL in terms of order dated 5.12.2018;

d) Non-payment of supplementary bills, in absence of stay of the enforcement/ implementation of orders in Petition No. 1/MP/2017 and Petition No. 13/SM/2017, constitutes willful non-compliance of orders of this Commission. Accordingly, the present petition has been filed seeking initiation of proceedings under Section 142 of the Act.

Hearing dated 27.2.2019

12. The matter was heard on 27.2.2019 and the Commission vide interim order



dated 6.3.2019 directed the Respondent TANGEDCO as under:

“5. The Commission after hearing the parties, directed the Respondent, TANGEDCO to make payment of Rs.18 crore i.e. 50% of the total outstanding amount of Rs.364963170/- to the Petitioner within ten days from the date of this order and submit report on affidavit.”

13. In compliance to the above, the Respondent, TANGEDCO vide affidavit dated 18.3.2019 submitted that an amount of Rs.16.01 crore has been paid to the Petitioner on 15.3.2019.

Hearing dated 19.3.2019, 23.4.2019, 22.8.2019 and 19.11.2019

14. The matter was heard on 19.3.2019, 23.4.2019 and 22.8.2019. On 22.8.2019, the Commission after hearing the learned counsel for the Petitioner and the learned counsel for the Respondent TANGEDCO directed the Respondent to deposit an amount of Rs.10 crore to the Petitioner within ten days and the balance amount to be reconciled and paid thereafter within one month. Thereafter, the matter was further heard on 19.11.2019 and adjourned.

Hearing on 27.8.2021

15. The matter was heard through video conferencing on 27.8.2021. The Commission, after hearing the parties and taking note of the Respondent TANGEDCO's non-compliance to the directions contained in ROP of the hearing dated 22.8.2019, directed the Respondent to deposit an amount of Rs.20 crore to the Petitioner within 7 days and submit compliance on affidavit. The Commission further directed that in case of failure to make such payment, notice under Section 142 of the Act be issued to CMD of the Respondent.

16. In compliance to the above, Respondent, TANGEDCO vide affidavit dated 9.9.2021 submitted that an amount of Rs.20 crore was paid to the Petitioner. It was



also submitted that the calculation of compensation amount on change in law components up to the month of June 2021 had been communicated to the Petitioner for concurrence and reconciliation.

Hearing dated 11.11.2021

17. The matter was again heard through video conferencing on 11.11.2021. During the hearing the learned counsel for the Petitioner confirmed that the Respondent had made the payment of Rs.20 crore as directed vide ROP dated 27.8.2021. He, however, submitted that the Respondent TANGEDCO may be directed to pay the balance amount of Rs.49.44 crore (Rs.29.44 crore towards principal amount and Rs.20 crore towards Late Payment Surcharge) at the earliest, failing which necessary action may be initiated against the Respondent. In response, the learned counsel for the Respondent submitted that the parties have reconciled the amounts and minutes of the meeting in this regard are to be signed by the parties. She further submitted that the total amount payable to the Petitioner is Rs.73.65 crore (approx.), which includes the Late Payment Surcharge of Rs.30.47 crore till October, 2021 and accordingly prayed that the Respondent may be permitted to make the balance payments in 10 equal monthly installments. The Commission vide ROP directed as under:

“The Commission after hearing the parties directed that MOM, duly signed by the parties, which indicate the balance amount till October, 2021 payable by the Respondent, after reconciliation, may be placed on record, on or before 29.11.2021. The Commission also observed that in case of disagreement on the reconciled amount between the parties, the Petitioner and the Respondent may file a separate affidavit on or before 29.11.2021, giving details of the agreed / disagreed amount, with copy to each other.”

Affidavit dated 29.11.2021 of the Respondent TANGEDCO

18. The Respondent TANGEDCO vide its affidavit dated 29.11.2021 has submitted the following:



(a) In terms of the reconciliation undertaken by both parties, a sum of Rs.132,35,12,282/- was agreed to constitute as dues till August 2019, as acknowledged by the parties in the Minutes of Meeting (MOM) dated 1.10.2019, whereas an amount of Rs.117,51,84,123/- has been paid in installments from 1.2.2019 to 24.10.2019. Hence, the claim of the Petitioner stands satisfied;

(b) In compliance of ROP dated 27.8.2021, the Respondent made a payment of Rs.20 crore to the Petitioner on 14.9.2021 and thereby making a total amount of Rs.137,51,84,123/- stands paid to the Petitioner;

(c) The Petitioner has wrongly submitted that certain part of its claims under the present petition are yet to be paid as subsequent period up to October 2021, reconciliation of dues has been undertaken and stands concluded. However, the MOM recording such reconciliation and agreement could not be signed;

(d) The payment of all dues pertaining to the period for which the Petitioner has made claims in the present petition is also re-affirmed and reinforced by the recent MOM signed between the parties on 12.11.2021. The total agreed reconciled amount payable in respect of dues up to June 2021 including Late Payment Surcharge (LPS) up to October 2021, has been arrived at Rs.180,43,96,458/- lakh. Out of this, a sum of Rs.137,51,84,123/- lakh stands paid;

(e) MoM dated 12.11.2021 has been placed on record only in compliance with the directions of this Commission and the balance amount admitted in MoM dated 12.11.2021 is outside the scope of the present proceedings;

(f) The Respondent has already made payments to the Petitioner in excess of the amount claimed by the Petitioner in these present proceedings. Therefore, the present petition cannot be continued before the Commission in perpetuity. As such, no case of willful default or disobedience is made out, and, hence no case for exercise of any powers by the Commission under Section 142 of the Electricity Act, 2003 has been made out.

Affidavit dated 6.1.2022 of the Petitioner GMRWEL

19. In response, the Petitioner vide affidavit dated 6.1.2022 has submitted as under:

(a) On 1.10.2019, a reconciliation meeting was convened between the parties with respect to the change in law claim amounts submitted by the Petitioner for the period of October 2015 to August 2019. Thereafter, another reconciliation meeting was convened between the parties on 12.11.2021. In terms of the MOM dated 12.11.2021, the Petitioner and TANGEDCO jointly reconciled the amounts due to the Petitioner for change in law claims for the period from October 2015 to June 2021. Hence, admitted outstanding amount payable is Rs.73,66,12,891/- as admitted in MOM dated 12.11.2021;

(b) The contentions of the Respondent are misplaced as the Petitioner has claimed amounts due pursuant to change in law events approved by orders in



Petition No. 1/MP/2017 and Petition No. 13/SM/2017. However, at the time of filing of the present petition, claims were originally confined to the period and amount as ascertainable on date of filing. The same can in no manner be considered to restrict or preclude the Petitioner from claiming additional amounts which have become due and payable from the Respondent subsequent to the filing of the present petition;

(c) The Respondent, in paragraph 3 of the ROP dated 11.11.2021 acknowledged that a total outstanding amount of Rs.73,66,12,891/- is due and payable to the Petitioner and sought time of 10 months to make payment of the entire outstanding amount and now it cannot resile from making the payment by claiming that the outstanding amount is beyond the scope of the present petition;

(d) As agreed by parties in the MOM dated 12.11.2021, arrangements for disposal of the present petition were to be made only on release of the entire outstanding amount i.e., Rs.73.66,12,891/- payable by the Respondent and it has failed to make payment of the same and is in continued non-compliance of the order issued in Petition No. 1/MP/2017 and 13/SM/2017;

(e) Therefore, in exercise of its powers issue a time bound direction to TANGEDCO for payment of outstanding amount as admitted in MOM dated 12.11.2021 due towards the change in law claims up to June, 2021 and corresponding LPS till October 2021.

(f) The Hon'ble Supreme Court in Judgment dated 08.10.2021 in Civil Appeal No. 1843 of 2021 (Maharashtra State Electricity Distribution Company Ltd. v. Maharashtra Electricity Regulatory Commission & ors)., has held that this Hon'ble Commission has the power to execute its orders and pass necessary directions to ensure compliance and reduce litigation. Further, the Hon'ble Supreme Court has held that this Commission exercises continuous regulatory supervision over regulated entities which will include the Respondent TANGEDCO.

Hearing dated 13.1.2022

20. During the hearing through video conferencing, the learned counsel for the Petitioner and the Respondent made submissions mainly on the lines of the submissions in their respective affidavits, as detailed in paragraphs 18 and paragraph 19 above. The learned counsel for the Respondent, however, added that since there has been no willful default on the part of the Respondent in making payments and the balance amount of Rs.73.66 crore payable to the Petitioner has been reconciled in terms of MOM dated 12.11.2021, the present petition may be



disposed of. She, however, requested that the Commission may permit the Respondent to pay the balance amount in 10 equal monthly instalments to the Petitioner. In response, the learned counsel for the Petitioner submitted that since the Respondent has delayed payments to the Petitioner, the Commission may direct the Respondent to make a payment of 25% of the outstanding amount within 31.1.2022, and the balance amount to be paid in two or three instalments. The learned counsel added that in terms of the judgment dated 8.10.2021 of the Hon'ble Supreme Court in Civil Appeal No. 1843 of 2021 (MSEDCL V MERC & ors), the Commission exercises continuous regulatory supervision over regulated entities and, therefore, necessary directions may be issued to distribution companies including the Respondent herein, to ensure compliance of orders.

21. The Commission after hearing the parties reserved the order in the matter.

Decision

22. We have considered the submissions of the parties and the documents placed on record. Both the parties have submitted that the change in law claims in terms of the orders of the Commission in Petition No.1/MP/2017, Petition No.13/SM/2017 and Petition No.71/MP/2018 for the period from October 2015 to June 2021 have been reconciled and the total amount payable (along with LPS) by the Respondent TANGEDCO to the Petitioner in terms of MOM dated 12.11.2021 is Rs.73.66 lakh (approx.). The reconciliation of change in law claims of the Petitioner for the period from October 2015 to June 2021 with TANGEDCO as per MOM dated 12.11.2021 is extracted below:

“Reconciliation of Change in Law claims of GMRWEL for the period from Oct' 15 to June '21 with TANGEDCO

- *Minutes of Meeting (MOM) was signed between M/s. GMR and TANGEDCO on 01.10.19 on reconciliation of the change in law claim amount for the period from*



Oct'15 to Aug'19.

- In the MOM dated 01.10.2019, the compensation amount admitted by TANGEDCO was Rs.132,35,13,282 /- against the claim of Rs.149,01,10,002 /-. Based on this reconciliation, TANGEDCO had made payment of Rs.1,17,51,84,123/- till August'19. Subsequently, TANGEDCO had made payment of Rs.20,00,00,000/- on 14.09.2021 as per daily order dated 20.07.2021 in 286/MP/2018. In total, TANGEDCO has made payment of Rs.137,51,84,123/- so far for the change in law components approved in CERC orders 1/MP/2017 ,71/MP/2018 and 13/SM/2017
- To include some revision for the period from Oct'15 to Aug'19 and for subsequent claim by GMRWEL up to June, 2021, the reconciliation process was carried out by email correspondences and phone conversations between TANGEDCO & GMRWEL executives.
 - GMRWEL & TANGEDCO agreed on the methodology of calculation of compensation arising out of Change in Law and thus jointly reconciled the eligible compensation amount. Such eligible compensation amount has been calculated, reconciled and agreed after deduction of the amount which got escalated by CERC coal/Transport escalation index on the tariff components which were allowed' by CERC for compensation under change in law and for the components if any allowed in future in any of the orders.
 - Based on the agreed calculation methodology and consequent reconciliation, the detailed calculation worked out as follows

Sl. No.	Description	Amount in Rs.
1.	Compensation amount on account of Change in Law for the period from Oct'15 to Jun'21 claimed by M/s. GMR	2,04,47,01,359/-
2.	GMR Claim towards Carrying Cost on Evacuation Facility Charges	34,30,774
3.	GMR Total Claim (1 +2)	2,04,81,32,133
4.	Amount payable by TANGEDCO (on Change in Law)	1,80,43,96,458
5.	Amount payable by TANGEDCO on Carrying Cost on Evacuation Facility Charges	26,83,769
6.	Amount Payable by TANGEDCO including Carrying cost on Evacuation Facility Charges (4+5)	1,80,70,80,227/-
7.	Amount Already paid by TANGEDCO	137,51,84,123/-
8.	Balance payable (6-7)	43,18,96,104/-
9.	LPS for the compensation amount on account of Change in Law for the period from Oct'15 to Oct'21.	30,47,16,787/-
10.	Net Amount Payable to M/s GMR	73,66,12,891/-

Both parties agree to make arrangements for disposal of the cases, 286/MP/2018 filed GMR before CERC and Appeal 289 of 2018 filed by TANGEDCO before APTEL on release of entire outstanding payable amount as above."

23. The Hon'ble Supreme Court in Civil Appeal No. 1843 of 2021 (MSEDCL v MERC & ors), has observed the following:

"141. Mr. Mukerjee argued that the Electricity Act 2003 has to be interpreted to also include and incorporate the power to execute by steps such as attachment of accounts, suspension/revocation of license etc. Mr. Mukerjee further argued that the



role and function of Electricity Regulatory Commissions should not be viewed from the perspective of 'civil courts' alone. Unlike Civil Courts which assume jurisdiction only when a dispute arises, the Regulatory Commissions have an overarching regulatory power over licensees. The Regulatory Commissions continue to exercise continuous regulatory supervision over the parties (licensees) especially over tariff. In support of his submission Mr. Mukherjee cited All India Power Engineering Federation & Ors. vs. Sasan Power Limited & Others. This will protect the financial health of the sector while protecting public interest by abusing the financial liability in the form of carry cost/ sign value for money. This approach is also consistent with the Preamble to the Electricity Act 2003 which stipulates that it is aimed at taking measures conducive to development of the power sector while protecting the interest of consumers.

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204. APTEL is not bound by the procedure laid down in the Civil Procedure Code, as argued by Mr. Mukerjee. Directions for time bound payment within a prescribed time frame are in conformity with the judgment of this Court in Jaipur Vidyut Vitran Nigam Ltd. v. Adani Power (supra) which has been upheld by this Court. Moreover, one of the objectives of the Electricity Act is time bound disposal of matters. This is evident from various provisions of the said Act including in particular Section 111(5) of the Act. Since APTEL and MERC are not bound by the procedure as laid down in the Civil Procedure Code, it was open to APTEL to pass such orders as would finally put an end to litigation.

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206. As held by this Court in State of Karnataka v. Vishwabharathi House Building Cooperative Society and others, cited by Mr. Mukerjee, Courts have the power to execute their own order. The impugned judgment and order cannot, therefore be faulted for giving directions for payment of the outstanding dues of the Appellant. Moreover, State Regulatory Commissions exercise continuous regulatory supervision as affirmed by this Court in All India Power Engineering Federation & ors v Sasan Power Limited & Others, cited by Mr. Mukerjee."

24. While the Petitioner has sought payment of the reconciled amount (Rs.73.66 crore) by Respondent TANGEDCO in a time bound manner as stated in paragraph 20 above, the Respondent has sought to make such payment in 10 equal monthly instalments. In the light of the judgment dated 8.10.2021 of the Hon'ble Supreme Court in Civil Appeal No.1843 of 2021 (*supra*) and considering the fact that the parties have reconciled the amounts vide MOM dated 12.11.2021, we are inclined to dispose of the present petition, with directions. Accordingly, we direct the Respondent TANGEDCO to make payment of Rs.10 (ten) crore to the Petitioner, on or before 31.1.2022 and thereafter, the balance amounts, to be paid in three monthly instalments by 30.04.2022. In case of any non-compliance of the aforesaid direction



by the Respondent TANGEDCO, the Petitioner is at liberty to approach the Commission to seek appropriate relief.

25. Petition No. 286/MP/2018 is disposed of in terms of the above.

Sd/-
(Pravas Kumar Singh)
Member

Sd/-
(I.S.Jha)
Member

Sd/-
(P.K.Pujari)
Chairperson

