



नई दिल्ली

NEW DELHI

याचिका संख्या./ Petition No. 46/MP/2021

कोरम/ Coram:

श्री जिशु बरुआ, अध्यक्ष/Shri Jishnu Barua, Chairperson  
श्री आई. एस. झा, सदस्य/ Shri I. S. Jha, Member  
श्री अरुण गोयल, सदस्य/ Shri Arun Goyal, Member  
श्री पी. के. सिंह, सदस्य / Shri P. K. Singh, Member

आदेश दिनांक/ Date of Order: 12<sup>th</sup> January, 2024

**IN THE MATTER OF:**

Petition under the Central Electricity Regulatory Commission (Power Market) Regulations, 2010 and applicable provisions of the Electricity Act, 2003; Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008; Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time and Bye-Laws Regulations and Business Regulations of the Respondent Energy Exchange, inter alia, for violation of order dated 29.5.2020 in Petition No. 225/RC/2020.

**AND IN THE MATTER OF:**

BSES Rajdhani Power Ltd.,  
Nehru Bhawan,  
Nehru Place,  
New Delhi – 110019

...Petitioner

**Versus**

1. Indian Energy Exchange,  
9th Floor, Max Towers,  
Sector 16 B, Noida,  
Gautam Buddha Nagar,  
Uttar Pradesh – 201301

2. State Load Despatch Centre (Delhi),  
Office of Manager (Energy Accounting),  
SLDC Building, Minto Road, New Delhi-110002
3. Northern Regional Power Committee,  
18-A, Qutab Institutional Area, Shaheed Jeet Singh Marg,  
Katwaria Sarai, New Delhi-110 016
4. Power System Operation Corporation Limited,  
Registered Office: B-9 (1st Floor),  
Qutab Institutional Area, Katwaria Sarai,  
New Delhi -110016

...Respondents

**Parties Present:** Shri Arijit Maitra, Advocate, BRPL  
Ms. Meghna Bajpeyi, Advocate, BRPL  
Ms. Swapna Seshadri, Advocate, IEX  
Shri Anand Ganesan, Advocate, IEX  
Shri Amal Nair, Advocate, IEX  
Ms. Kriti Soni, Advocate, IEX  
Ms. Aishwarya Subramani, Advocate, IEX  
Shri Karishk, Advocate, BRPL  
Shri S.Jha, Advocate, BRPL  
Shri Gaurav Maheshwari, IEX  
Shri Gajendra Singh, IEX  
Ms. Debajoyti, IEX  
Shri Alok Mishra, NLDC

### **आदेश/ ORDER**

The present petition has been filed by the Petitioner, BSES Rajdhani Power Limited (BRPL), a Distribution Licensee in the National Capital Territory of Delhi, seeking a declaration that the cancellation of bids and/or bids aborted in Real Time Market ('RTM') sessions conducted by the Power Exchange is a force majeure event and that no deviation settlement penalties may be applied on the Petitioner due to cancellation of the bid/bid being aborted by the Respondent Power Exchange. Alternatively, the Petitioner also prayed for a direction to the Respondent Power Exchange to bear the deviation settlement penalty.

2. Respondent No. 1, the Indian Energy Exchange, is a company incorporated under the provisions of the Companies Act, 1956 and granted permission by this Commission to set up and operate a power exchange.

3. The Petition has made the following prayers:

- (a) *declare that the cancellation of the bid and/or bids aborted in the Real Time Market sessions conducted by the power exchange is a force majeure event as far as the Petitioner is concerned;*
- (b) *direct that no deviation settlement penalties will be applied on the Petitioner due to cancellation of the bid/bid being aborted by the Respondent power exchange conducting the real time market;*
- (c) *Alternatively, and without prejudice to prayer clauses (a) and (b), (that it only if this Hon'ble Commission is pleased not to grant the above relief)*
- (d) *direct the Respondent to bear the deviation settlement penalty; and*
- (e) *pass any other or further orders that may be deemed fit in the facts and circumstances of the present case*

#### **Submissions of the Petitioner**

4. The Petitioner has submitted as under:

- (i) The Commission, vide its Order in Petition No. 225/RC/2020 dated 29th May 2020, accorded approval to the Indian Energy Exchange (IEX) to introduce Real Time Market Contracts at its market platform. The Real Time Market (RTM), an organised market for every half an hour delivery period, was launched on Respondent No.1's power exchange platform with trading sessions commencing on 01.06.2020. The RTM market features a bidding session every half an hour with power to be delivered after an hour of closing the bidding window. With half hourly delivery, 48 sessions run under RTM per day. The operations under RTM are carried out in accordance with the Procedure for Scheduling Collective Transactions in the Real Time Market issued by the NLDC, Respondent No.4.

(ii) The Petitioner highlighted a few incidents wherein RTM sessions were aborted by the Respondent, resulting in the cancellation of the Petitioner's bids placed in these RTM sessions.

(iii) The Petitioner placed its bid on the power exchange at 22.49 hours under the RTM session on 14.07.2020 to meet its demand for the specified delivery period on 15.7.2020. Further, the Petitioner placed bids on the Exchange for the delivery period of 2.00 to 3.00 hours on 15.07.2020 under the Real Time Market.

(iv) According to the Petitioner, the above-mentioned bids were cancelled by Respondent No. 1 on 15.07.2020 at 13.45 hours by changing the bidding status to "Exchange Cancelled". The Petitioner was informed post facto on 15.07.2020 at 14.52 hours that the respective RTM Sessions were aborted due to some technical glitch.

(v) The Petitioner wrote an email to the Respondent on 15.07.2020 at 20.55 hours that Rs 12 lakhs additional deviation penalty is provisionally expected to be imposed on the Petitioner due to non-clearing of buy bids and requested for detailed reasoning for bid cancellation as well as certification of such an event as Force Majeure and cancellation of the DSM penalty for the above-mentioned dates. The Petitioner also asked the Respondent to bear such DSM charges that are levied on the Petitioner for the said slots.

(vi) In response, the Respondent (IEX) communicated on 16.07.2020 to the Petitioner via email, stating that they were preparing a report to be submitted to the Commission in the coming days. This report will outline all the aborted sessions that occurred since the launch of the Real Time Market on June 1, 2020.

(vii) Subsequently again on 21.07.2020, the sale bids of the Petitioner were aborted in the Real-Time Market for the delivery time period of 1.30 to 2.00 hrs on 21.07.2020 by the Respondent No.1. In Response, the Respondent reiterated its earlier reply on 24.07.2020 for the cancellation of the bid sessions on 16.07.2020 as the reason for the cancellation of the bid session for 21.07.2020.

(viii) The Petitioner informed that till 21.01.2021, there were a number of incidents where there was non-clearing of bids in the RTM, due to which the Petitioner has been burdened with penalty under the DSM.

(ix) The Petitioner claimed that the Respondent has violated the Commission's Order dated 29th May 2020 in Petition No. 225/RC/2020, which inter alia mandates as follows:

*“8. Order Management*

*8.1 Modification and cancellation of orders: A Member shall be permitted to modify or cancel his orders, during the bidding session. No order will be cancelled after bidding session except in case of any direction from LDC or Regulatory Commission/ statutory requirement.”*

(x) The Petitioner submitted that it has been burdened with an additional penalty plus additional cost on account of aborted bids on some incidents for no fault on the part of the Petitioner. Hence, no deviation penalties should be levied on the procurer as it is not in their control to change the schedule once having placed a bid on the Real Time Market of the power exchange.

(xi) According to the Petitioner, the inability of the power exchange to enable fruition of the bids at the last minute deprived the Petitioner of the power. This situation put them in a difficult position as they couldn't secure power from any other source, leading them to overdraw power beyond their actual requirement.

(xii) Accordingly, the Petitioner has prayed that the Petitioner may be absolved from the levy of any deviation penalties and if at all there were to be any levy, the Respondent should rather be directed to defray such penalty.

**Hearing dated 25.06.2021**

5. The Petitioner's counsel argued that the petition seeks a declaration that cancellation or aborted bids in the RTM sessions conducted by the power exchange are force majeure events and should not result in deviation penalties for the Petitioner. The Petitioner also requested that Power Exchange be directed to pay the deviation penalty. The learned counsel submitted that from July 2020 to February 2021, the power

exchange post facto terminated or aborted several RTM bids of the Petitioner due to a 'technical glitch' or 'database failure'. The Respondent's unexpected cancellation of RTM Sessions forced the Petitioner to overdraw in real time, subjecting it to deviation penalties for no fault of its own.

6. The Commission admitted the petition and asked the Petitioner to array POSOCO/Grid India as a party to the petition.

**Reply on behalf of Respondent No. 1 – Indian Energy Exchange (IEX) Limited dated 16.07.2021**

7. The Respondent No.1 (IEX) replied against the alternative request made by the Petitioner in prayer (c) of the petition wherein the Petitioner sought direction against the Respondent to bear the DSM penalty, as under:

(a) The premise of the Petitioner that there has been a violation of the Order dated 29/05/2020 is misconceived. The Petitioner has misunderstood the content and purpose of paragraph 8 (Order Management) of the "IEX Business Rules for Real-Time Market" approved in the order dated 29.05.2020. Paragraph 8 referred by the Petitioner, provides that once a bid/ order is placed by a person and the bidding session is over, the same bid/ order cannot be cancelled by the person placing the same. This does not in any manner provide that once a bid has been placed by a person, the contract has to be necessarily provided to such a person.

(b) The issue that essentially arises in the present petition is that the bid of the Petitioner could not be fructified into a contract due to the glitches in the software and also in the communication links between the answering respondent and NLDC. In the present case, on certain occasions, the glitches had occurred at the end of NLDC, due to which the session had to be aborted.

(c) The timelines available for activities to be carried out in the Real Time Market, viz. bid matching, sharing of provisional results with NLDC for transmission corridor allocation, market splitting in case of congestion etc., are

very challenging and strict. A bidding window of 15 minutes has been provided for the buyers and the sellers to place their bids for half an hour delivery under the RTM comprising 48 sessions in a day. In view of the time constraint and the challenges associated with the RTM, especially for clearing and scheduling, only 15 minutes are provided under RTM, and the Commission envisaged the possibility of teething problems in the initial phase of implementation of RTM. Accordingly, the Commission, in its order dated 28.05.2020 in Petition No. 10/SM/2020, made provision for extreme situations when the market would have to be aborted.

(d) The Petitioner's claim assumes that a contract is automatically formed when it places a bid on the power exchange. However, the Respondent contended that even without system glitches, there is no inherent right for a contract to be established. The formation of a contract depends on matching buy bids with corresponding sell bids, subject to the availability of a transmission system corridor and communication by the system operator. In essence, the mere placement of a bid on the power exchange does not guarantee that a contract will be created.

(e) There is no provision for any such compensation that can be claimed by the Petitioner on the exchange, particularly for contracts not being formed pursuant to bids being placed.

(f) The answering respondent cannot be thrust with risks and obligations over the transaction. It would not be possible for market operators to function if the market participants started claiming compensation on account of technical glitches in the platform.

(g) While the circumstances in which the bidding sessions may be aborted are detailed in the business rules and the Bye-laws, there is no provision for any compensation that can be claimed by any participant against the Respondent as is sought to be presently claimed. Clause 16.1 of the Bye-Laws approved by the Commission instead provides a limitation of liability of the answering Respondent.

(h) The over drawal by the Petitioner is not related to the RTM session being aborted. This is evident from the fact that on certain occasions, while the Petitioner has placed bids for the sale of electricity under RTM, the Petitioner had, in fact, over drawn electricity from the grid.

(i) The Petitioner's plea is merely to avoid the consequences of the Petitioner not adhering to the implemented schedule.

**Reply on Behalf of Respondent No. 4 – Grid Controller of India Limited (Formerly POSOCO) Dated 16.07.2021**

8. The Respondent No.4 submitted as under:

(a) Mere placing of bids by the Petitioner does not guarantee the delivery of power. The acceptance of bids is not solely determined by the mere placement of bids. It depends on various variables, including the availability of sellers in the collective market.

(b) The entire clearing process in the RTM session, which involves multiple back and forth data exchanges between Power Exchanges and NLDC, needs to be completed in just 15 minutes post closure of the bidding session for RTM clearing. This happens through a secured Application Programming Interface (API), and loss of communication at any point would result in aborting the RTM session.

(c) To look into the issues related to the termination of RTM sessions, a working group comprising members from POSOCO, Indian Energy Exchange (IEX) and Power Exchange India Limited (PXIL) was constituted by the Ministry of Power. The working group identified the reasons for the termination of RTM sessions, and an action taken report was submitted on the steps taken for resolution.

(d) In order to ensure the smooth and uninterrupted operation of RTM, various modifications and upgrades have been carried out by NLDC on the technology front. Two dedicated communication links have been established



between NLDC and IEX. As a third option, the RTM API for Power Exchanges is also available through the Internet.

(e) The Petitioner is required to plan procurement of power for meeting its forecasted supply obligation well in advance using the available long term, medium term and short-term avenues. RTM is one of the available last-minute options for the utilities to balance their system. Further, post gate closure, reserves are to be utilised by the concerned utility to maintain the system in balance. This is all the more essential keeping in view the fact that sudden changes in load generation balance and forecast errors would still need to be managed after gate closure. Therefore, deviation from schedule cannot be exclusively attributed to the failure of RTM sessions. Hence, the exemption of any deviation charges, including additional deviation charges, may not be appropriate.

#### **Hearing dated 21.07.2023**

9. During the hearing, the learned counsels for the Petitioner, the Respondent IEX, and the representative of NLDC presented extensive comments on the matter. Additionally, they restated the submissions that were made in the pleadings. After taking into consideration the request made by the learned counsels for the parties, the Commission granted permission to the parties to submit their respective written responses to the issue within two weeks, with a copy to the other side.

#### **Written submissions on behalf of respondent NO. 1 – IEX LIMITED ON 07.08.2023**

10. The Respondent No.1 submitted as under:

(i) After placing the bids by the Petitioner, due to system glitches, the contract could not be concluded. Consequently, there was no revision in the drawl schedule of the Petitioner to include additional purchases through the RTM. The drawl schedule continued to be the same as the implemented schedule when the bids were placed by the Petitioner.

(ii) The basic misconception in the petition filed is that the Petitioner proceeded on the basis that once it had placed a bid on the RTM, it was entitled to

assume that a contract was entered into and that it could draw power based on such bid placed by the Petitioner.

(iii) Once the matching of bids is undertaken by the software of IEX, the details are forwarded to the NLDC to verify the technical requirements being met for the conclusion of the contract. Only upon confirmation by the NLDC of the technical requirements being met, including transmission system availability, is the contract concluded and intimated to the procurer.

(iv) In the present case, there was no such intimation of the contract being concluded. There was also no revision in the implemented drawl schedule of the Petitioner to include any procurement of power from the RTM during the relevant period. So, the Petitioner continued in the Same Position. The same would have been the position if the RTM was not implemented at the relevant time.

(v) It is the Petitioner who had overdrawn electricity as against its schedule. There is no basis for the Petitioner to thereafter make a claim against the Respondents for such action of the Petitioner to overdraw electricity as against the implemented schedule.

(vi) It cannot be used as a defence that the Petitioner assumed they would secure a contract on the RTM, and because this assumption didn't come true, they are entitled to overdraw electricity from the grid without paying deviation settlement charges.

(vii) In the present case, the Respondent pointed out that the Petitioner's bids on various dates did not result in contracts due to technical glitches in the system. They emphasized that bids may fail to fructify for various reasons, including non-matching with a seller's bid or the unavailability of a transmission corridor. Regardless of the reason for a bid's non-fructification on the exchange, the procurer is not entitled to overdraw electricity. Instead, they are expected to adhere to the implemented drawl schedule.

(viii) The contention of the Petitioner that if the respondent exchange can claim force majeure in terms of Clause 16.13 of the by-laws in such cases, the same would also be a force majeure for the Petitioner for the over drawl of power is not correct.

### **Submissions on behalf of the Petitioner on 18.08.2023**

11. The Petitioner submitted as follows:

(a) The Petitioner has prayed that it may be absolved from the liability to pay deviation settlement penalties, which has occurred solely and admittedly due to the cancellation of RTM Bids due to a “Technical Glitch”. Such events of default be declared as force majeure events and no DSM penalties be levied on the Petitioner. Alternatively, the Petitioner sought a direction for the respondent power exchange to pay the DSM penalty.

(b) Despite the fact that the bids were cancelled and aborted by the respondent power exchange for its own technical glitch and database failure, DSM penalty has been levied on the Petitioner. The gross total DSM penalty is approximately Rs. 25.88 lakhs till FY 2022-2023.

(c) It is submitted that the bids that were placed by the Petitioner on the platform of the respondent power exchange wherein the RTM and gate closure imply the closure for trading in RTM, after which the bids submitted to the power exchange cannot be modified for a specified delivery period. Such a firmness in schedule and market transactions in real time makes it impossible to revise the schedule once the respondent exchange cancels/ aborts the bid.

(d) It can be seen from the email dated 15.07.2022 sent by the respondent exchange that the said email had been sent at 2.52 A.M. i.e., only 8 minutes before the end of the 6th session, the session being 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> session. In such an event, in no way the right to revision of schedule was available to the Petitioner. Therefore, it is quite clear that the respondent power exchange did not give any adequate notice to the Petitioner. And even if it had given adequate notice, the structure of the RTM market is such that no revision in schedule is possible at the last minute. In the circumstances, the Petitioner, for no fault of its own, has been fastened with the DSM penalty liability, which is wrong in law and on facts.

(e) It is wrongly contended by the respondent power exchange that there cannot be any vested right as sought by the Petitioner. It is not the case of the

Petitioner that it had anticipated a contract to be formed on RTM and that the same must be formed. On the other hand, the case of the Petitioner is that it should not be levied with a DSM penalty. The Petitioner has not asked for compensation from the respondent power exchange for not being able to access the competitive market due to the cancellation of the bid. The case of the Petitioner is limited to being absolved from the liability to pay the DSM penalty.

(f) In the reply filed by respondent exchange, Clause 16.13 of the bye-laws of the power exchange is being relied upon, wherein “Computer or system failure” is a force majeure event for which the power exchanges are not liable for any loss etc. If that is the case, the same force majeure for “Technical Glitches” / “Database Failure” are force majeure events which should be applied to the Petitioner as well. It will be inequitable for these events to be made force majeure for IEX but not for the Petitioner. Accordingly, in law, if an event of “computer or system failure”/ “any failure of or defect in computer or software systems” is a force majeure for Respondent No. 1, the same in the form of “Technical Glitches” / “Database Failure” must also be a force majeure for the Petitioner.

(g) The respondent power exchange has no *locus standi* to object to the above prayer of the Petition. The respondent power exchange cannot certainly say that the force majeure events i.e. “Technical Glitches”, / “Database Failure”,/“computer or system failure”,/ “any failure of or defect in computer or software systems” for IEX, cannot be force majeure events for the Petitioner when these are caused by IEX. IEX shall certainly not be prejudiced on this score. It is not understood how IEX benefits from DSM penalties being fastened upon the Petitioner.

(h) In the above circumstances, it will be equitable to grant relief directing that:

- a) Existing DSM bills to be revised by NRPC/ SLDC.
- b) Invoke Clause 11 of the DSM Regulation 2022 and earlier applicable DSM Regulations for relaxing its provisions.
- c) Technical glitch/ database failure of IEX declared as force majeure event so that the Petitioner can, in turn, claim the same in its ARR

before the Learned Delhi Electricity Regulatory Commission for pass through of DSM penalty bills. This is an alternative relief sought for and is without prejudice to the main relief that the Petitioner be absolved from the DSM penalty liability in the circumstances mentioned in its petition.

- d) IEX be directed to bear the DSM penalty in the event none of the above reliefs are granted.

### **Analysis and Decision**

12. The Commission has heard the learned counsels of the Petitioner and the Respondents and carefully perused the records. The Petitioner has mainly prayed for exemption from the liability to pay deviation charges, which, as per the Petitioner, have resulted solely from the cancellation of their RTM bids due to a technical glitch at the respondent power exchange (IEX). The Petitioner has further prayed that such events should be declared as force majeure and no DSM penalties be levied on the Petitioner. Alternatively, the Petitioner has requested that the Commission may direct IEX to pay the DSM penalty levied on the Petitioner.

13. The RTM segment was introduced on 1<sup>st</sup> June 2020 with a view to providing the buyers and the sellers an organized platform for energy trade closer to real time. An RTM session is conducted every half an hour for the delivery of power for the duration of 30 minutes in two-time blocks of 15 minutes each. The framework and timelines for the segment were decided by the Commission after a wide public consultation with the stakeholders. The entire process of bid matching, communication of transmission margins, and updating final trade results needs to be completed in a period of 15 minutes only. This requires automation and robust communication links between the Exchanges and the system operator.

14. The Commission, in its Order dated 28.05.2020 in Petition No. 10/SM/2020, while reviewing the possible issues in the implementation of the RTM framework with effect from 1st June 2020, held that greater confidence especially in terms of

robustness of software and communication link, would come with implementation experience over time. In view of the same, the Commission in Para 12 (b) (v) of the Order decided as under:

*“(v) In the extreme event of failure of communication between the NLDC and the Power Exchange(s) or for reasons such as data transfer failure, if the final cleared trades are not received by NLDC for scheduling through the RLDCs, or if the information regarding available corridor margin is not received by Power Exchanges(s), the schedules for such RTM session(s) shall be made zero by NLDC.”*

15. The Commission, further in para 12(c) of the above Order, also directed the Exchanges to ensure robust infrastructure is in place for communication.

*“c. The entire process as above needs to be completed within 15 minutes. Therefore, the necessary software and communication between NLDC and the Power Exchanges are required to be adequate and the process be made fully automated to ensure smooth run of the market sessions throughout the day. Additionally, Power Exchanges need to ensure robust and redundant communication system for uninterrupted and reliable interfacing with NLDC.”*

16. The operations of RTM are carried out in accordance with the Procedure for Scheduling of Collective Transactions through Real Time Market as issued by NLDC. Para 4.10 of the procedures for scheduling collective transactions through RTM provides as under:

*“Under extreme circumstances including but not limited to failure of communication and/or any such other reason e.g. data transfer failure, if the final cleared trades are not received by NLDC for scheduling through the RLDCs, or if the information regarding transmission margin is not received by Power Exchanges(s) then, the schedules for such RTM session(s) shall be made zero (0) and the Power Exchange(s) shall settle accordingly. Information regarding zero (0) schedules in a particular RTM session shall be communicated by NLDC to Power Exchange(s) by the end of two (2) time blocks prior to delivery”*

17. RTM being implemented for the first time in June 2020, a few teething issues were anticipated in the initial period of implementation. Accordingly, the Commission directed NLDC to submit feedback reports post implementation. The report submitted by NLDC showed that during the period from 1st June 2020 to 12th June 2020, the

proportion of successful trades was in the range of 97%. Partially successful trades occurred only 1% of the time, and unsuccessful trades resulted only 2% of the time. Certain technical and communication-related issues were faced in some of the RTM sessions.

18. Further, in view of some of the sessions being terminated, a working group comprising members from POSOCO, IEX and PXIL was constituted by the Ministry of Power to look into the issues related to the termination of the RTM sessions. The working group identified the reasons for the termination of these RTM sessions. A report was submitted by the working group on 21.08.2020, on the steps taken for resolution of the reasons identified for future sessions.

19. The Commission has noted the steps taken by POSOCO/Grid India and the power exchanges at the technological front to reduce the instances of session termination since the launch of the RTM segment.

20. In view of the above, it is clear that the Commission had anticipated such teething issues in the initial phase of implementation of RTM. Accordingly, the Commission, in its order dated 28.05.2020 in Petition No. 10/SM/2020, while directing the power exchanges to ensure robust and uninterrupted communications with NLDC, had also provided that in case of an extreme event of a failure in communications between Power exchanges and NLDC and any other such events, schedules for such RTM session(s) should be made zero.

21. The Petitioner has contended that due to the event of default on the part of the respondent power exchange cancelling/ aborting the RTM bids of the Petitioner, the Petitioner, on the one hand, was not able to access the competitive markets during the particular time slots and, on the other hand, was fastened with DSM penalty bills. The Petitioner has prayed that such events of default be declared as force majeure events and no DSM penalties be levied on the Petitioner.

22. The Petitioner has submitted that given the characteristics of the RTM segment, no scheduling change can be made after the gate closure. Accordingly, the termination of the session at the last minute deprived the Petitioner of the power and left the Petitioner in the lurch where it could not have scheduled power from any other source and was forced to overdraw beyond its requirement.

23. The Commission observes that while issuing the framework of RTM, the Commission noted that the “Right to revision of schedule” is nothing but a product in the electricity market continuum. When the application window for the right to revise the schedule expires, the window for another product (viz., RTM) opens. Further, after the gate closure of the RTM, the discoms are expected to manage their last mile energy imbalance, if any, through their internal generation resources/reserves rather than leaning on the grid by way of over drawal.

24. Further, the Petitioner has assumed that the bids submitted by them would have been accepted and resulted in delivery if the system failure had not occurred. It is pertinent to note that the Real Time Market is a collective market wherein the acceptance of a bid is dependent on various factors like the price quote of the buyer compared to market clearing price, availability of sellers, price and volume bid by the sellers, transmission availability. Thus, merely placing bids in RTM does not guarantee matching/clearance of the transaction. However, the Commission also notes that there has been a delay in communication about the cancellation of the bids of the Petitioner. While we appreciate the technical glitches in the initial phase, the power exchange should take all possible measures to make the communication system robust, as already reiterated by the Commission while approving the RTM.

25. Nonetheless, the fact remains that the bids submitted by the Petitioner for the RTM in the instant case were not cleared and converted into schedules. As such, over drawal from the grid based on the assumption that the bids submitted by the Petitioner for the RTM would, under all circumstances, be cleared and scheduled is untenable. Based on the analysis of the facts on record, the Commission is of the view that



deviation from schedule by the Petitioner cannot be attributed to the failure of the RTM sessions. Therefore, any exemption from the DSM charges on this ground would be inappropriate. Accordingly, the Commission holds that the prayer of the Petitioner to seek exemption from the deviation charges and the prayer to transfer the DSM liability to the power exchange for the incidents referred by the Petitioner on account of the cancellation of RTM sessions, do not sustain.

26. The Petition No. 46/MP/2021 is disposed of in terms of the above.

हस्ता./-  
(पी. के. सिंह)  
सदस्य

हस्ता./-  
(अरुण गोयल)  
सदस्य

हस्ता./-  
(आई. एस. झा)  
सदस्य

हस्ता./-  
(जिश्नु बरुआ)  
अध्यक्ष