

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No: 244/MP/2024

Coram:

**Shri Jishnu Barua, Chairperson
Shri Ramesh Babu V., Member
Shri Harish Dudani, Member
Shri Ravinder Singh Dhillon, Member**

Date of Order: 6th September, 2025

In the matter of:

Petition under Section 142 read with Section 146 of the Electricity Act, 2003 seeking execution / compliance of the order dated 30.12.2023 passed by the Commission in Petition No. 26/MP/2023 by the Respondent No.1 PTC India Limited.

And in the matter of:

DB Power Limited
3rd Floor, Naman Corporate Link,
Opposite Dena Bank, C-31, Block G,
Bandra Kurla Complex, Bandra (E), Mumbai- 400051
Maharashtra.

...Petitioner

Vs.

- 1) PTC India Limited,
2nd Floor, NBCC Tower,
15 Bhikaji Cama Place,
New Delhi – 110066
- 2) Rajasthan Rajya Vidyut Prasaran Nigam Limited,
RVPN IT Center, Chambal Power House Campus,
Hawa Sarak, Jaipur,
Rajasthan - 302006
- 3) Jaipur Vidyut Vitran Nigam Limited,
Vidyut Bhawan, Jyoti Nagar, Jaipur,
Rajasthan – 302005
- 4) Ajmer Vidyut Vitran Nigam Limited,
Vidyut Bhawan, Makarwali Rd,
Panchsheel Nagar, Ajmer,
Rajasthan - 305004

- 5) Jodhpur Vidyut Vitran Nigam Limited,
New Powerhouse Premises,
Light Industrial Area, Basni
Rajasthan - 342003

...Respondents

Parties Present:

Shri Hemant Singh, Advocate, DBPL
Ms. Supriya Rastogi, Advocate, DBPL
Ms. Lavanya Panwar, Advocate, DBPL
Shri Nishant Kumar, Advocate, DBPL
Shri Jay Lal, Advocate, DBPL
Shri Arun Lal, Advocate, DBPL
Shri Pawan Singh, Advocate, DBPL
Shri Ravi Kishore, Advocate, PTCIL
Shri Keshav Singh, Advocate, PTCIL
Shri Anand Ganesan, Advocate, Rajasthan Discoms
Ms. Swapna Seshadri, Advocate, Rajasthan Discoms
Shri Amal Nair, Advocate, Rajasthan Discoms
Ms. Shivani Verma, Advocate, Rajasthan Discoms

ORDER

The present Petition has been filed by the Petitioner, DB Power Limited ('DBPL'), seeking the following relief(s):

- “(i) Direct the Respondent No. 1/ PTCIL to comply with order dated 30.12.2023 passed in Petition No. 26/MP/2023, by making payments of the Late Payment Surcharge claims to the Petitioner as mentioned in the present petition, along with the interest calculated from one month after the date of the supplementary invoice i.e., 23.01.2024 till the date of actual payments, on compounding basis in terms of the PPA;*
- (ii) Impose penalty upon the Respondent No. 1/ PTCIL for violation of the order dated 30.12.2023 passed in Petition no. 26/MP/2023; and*
- (iii) Initiate appropriate action against the Respondent No. 1 under section 142 of the Electricity Act, 2003 and/or appropriate provisions of the Electricity Act 2003, for contravention and disobedience of the directions issued by the Hon'ble Commission on 30.12.2023 passed in Petition no. 26/MP/2023;*
- (iv) Pass any other order as this Commission may deem fit in the facts and circumstances of the present case and in the interest of justice”.*

2. The Petitioner, DBPL, was supplying 311 MW power from its 1200 MW coal-based Thermal Power Plant (2 units x 600 MW each) at Village Badadarha, Janjgir Champa, in the State of Chhattisgarh to Rajasthan Discoms through Respondent No. 1/ PTCIL under the long-term PPA, apart from supplying power to other State Discoms

under the Long and Medium Term PPAs. On 28.5.2012, Respondent No. 2/ RVPN initiated a bidding process for the procurement of the 1000 MW power at the delivery point for a period of 25 years in the case-I bidding process. The Petitioner submitted the bid through PTCIL and was declared the successful bidder. Pursuant to the Letter of Intent issued to PTCIL on 1.11.2013, PTCIL signed a PPA with the Respondent Discoms. Thereafter, PTCIL entered into another PPA with the Petitioner on a back-to-back basis, enabling PTCIL to fulfil its duties and obligations under the said agreement.

3. DBPL paid the transmission/ Point of Connection (POC) charges to PGCIL, on behalf of PTCIL/ Procurer(s), starting from August 2015, and thereafter submitted the said bills to PTCIL/ Procurer(s) for reimbursement of the same. However, from January 2019, PTCIL/ Procurer(s) started defaulting in making timely reimbursements of the transmission charges/ POC paid by the Petitioner on their behalf, thereby entitling the Petitioner to claim a Late Payment Surcharge (LPS). Accordingly, DBPL raised supplementary bills for the LPS due to the delayed reimbursement of transmission/ POC charges in terms of the Tariff Regulations, 2019. Despite being given multiple reminders by DBPL to release the outstanding payments towards transmission/ POC charges, along with LPS accrued thereon, PTCIL disbursed certain payments against POC bills only.

4. Consequently, DBPL filed Petition No. 26/MP/2023 seeking direction to the Respondents, PTCIL and Rajasthan Discoms, for making the payment towards the Late Payment Surcharge, along with interest on account of delayed reimbursement of transmission charges/ POC paid by the DBPL to PGCIL on behalf of the Respondents.

5. After hearing the parties, the Commission, *vide* order dated 30.12.2023 in Petition No. 26/MP/2023, examined the issues involved in the matter and ordered as under:

“27. Accordingly, in view of our findings in the foregoing paragraphs, the Petitioner will re-compute its LPS claims as under:

(i) The Petitioner shall be entitled to LPS for the delayed payment of transmission charges in respect of the PoC bills covered under this Petition as per the provisions of the PTC-PPA and Procurer(s)-PPA only.

(ii) LPS shall be worked out as per rates and methodology prescribed under the PTC-PPA read with Procurer(s)-PPA.

(iii) “Due Date”, in respect of the Petitioner’s claims of reimbursement of transmission charges, shall have the same meaning as per the provisions of the PTC-PPA and will be computed from the date on which the Petitioner paid the transmission charges to CTUIL and provided the requisite proof of payment to PTC.

(iv) The Petitioner’s entitlement to LPS shall be restricted up to the date of payment of transmission charges by PTC only and not beyond. The Petitioner will not be entitled to any further interest/ carrying cost on its LPS claims.

The Petitioner will revise its LPS claims in accordance with the above within a month from the date of this order, and PTC will thereafter be liable to pay such amount within a month thereafter.

28. It is also beyond the dispute that both the agreements i.e. the PTC-PPA and Procurer(s)-PPA, are back- to-back in nature and as a result, the obligations of the payment of LPS in the event of delay in making payment of transmission charges to PTC, under the Procurer(s)-PPA also fall upon the Rajasthan Discoms. However, the Rajasthan Discoms have specifically pointed out that, unlike the Petitioner, PTC has not raised any Supplementary Bills for LPS upon them and, as such, no directions can be issued to them for payment of such charges. We agree with the aforesaid submission of the Rajasthan Discoms that in the absence of any bills raised upon them, we refrain ourselves from passing any direction of the payment upon the Rajasthan Discoms. However, we clarify that PTC is at liberty to take all actions available under the provisions of Procurer(s) PPA and law, in accordance with the findings rendered by us in the present order.”

6. Subsequently, PTCIL filed an appeal before the APTEL bearing Appeal No. 264 of 2024, challenging the order dated 30.12.2023 passed by the Commission. Similarly, a cross-appeal was filed by DBPL before the APTEL, bearing Appeal No. 32 of 2025. Both the appeals were listed for the hearing on 21.7.2025 and were disposed of as withdrawn, considering the mutual understanding reached between the parties in terms of the Settlement Agreement dated 30.6.2025.

7. During the course of the hearing on 29.7.2025, the learned counsel for the Petitioner, DBPL, submitted that the parties have mutually resolved the issue regarding outstanding dues, and accordingly, sought permission to withdraw and Petition and to

file the affidavit in this regard. Subsequently, the Petitioner filed its compliance affidavit dated 14.8.2025, placing on record the Settlement Agreement dated 30.6.2025 entered into between PTCIL and DBPL.

8. As stated, the Petitioner and the Respondent, PTCIL, have entered into a Settlement Agreement dated 30.6.2025, the same is taken on record. Some of the relevant clauses of the Settlement Agreement are extracted below:

“...

2.Payment of LPS

i. PTC will pay a consolidated sum of Rs. 11,97,05,276/- (Rupees Eleven Crores Ninety-Seven Lakhs Five Thousand Two Hundred Seventy-Six Only) to DBPL upon signing of this Agreement as a full and final settlement towards its liability towards payment of LPS on reimbursement of transmission charges in terms of the Ld. CERC order dated 30.12.2023 in Petition No. 26/MP/2023.

3. Timeline for Payment

PTC shall remit the above amount to DB Power within 7 days from the date of execution of this Agreement, into the bank account specified by DB Power in writing. In case PTC does not remit the above amount to DB Power within 7 days from the date of execution of this Agreement, the Parties hereby agree that this Agreement shall become null and void.

4. Withdrawal of Proceedings

Upon receipt of the above payment:

a. Both Parties shall unconditionally withdraw their respective appeals (Appeal No. 264 of 2024 and Appeal No. 32 of 2025) pending before APTEL;

b. DB Power shall withdraw the execution petition being Petition No. 244/MP/2024 filed before CERC.

...

7. Full and Final Settlement

This Agreement constitutes the full and final settlement of all claims, demands, liabilities, and disputes between the Parties arising from or in relation to the CERC Order dated 30.12.2023.

The Parties confirm that, upon fulfilment, of the obligations set forth in this Agreement, neither Party shall have any further claim against the other in relation to the matters mentioned herein.

...

10.Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

...

11. No Prejudice to Back-to-Back Arrangements

This Agreement is entered into between PTC and DB Power and shall not be construed as affecting or limiting the rights, obligations, or liabilities of either Party under the Power Purchase Agreement dated 01.11.2013 executed between DB Power and PTC, and the Power Purchase Agreement dated 01.11.2013 executed between PTC and Rajasthan Discoms for supply of power...”

9. The Petitioner has submitted that all disputes between the Petitioner and the Respondent, PTCIL, as raised in the instant matter have been amicably resolved in terms of the Settlement Agreement dated 14.8.2025 and has sought permission to withdraw the present Petition. Considering the submissions of the Petitioner, the Petitioner is permitted to withdraw the present Petition.

10. Accordingly, Petition No. 244/MP/2024 is disposed of in the terms of the above.

Sd/-
(Ravinder Singh Dhillon)
Member

Sd/-
(Harish Dudani)
Member

Sd/-
(Ramesh Babu V.)
Member

Sd/-
(Jishnu Barua)
Chairperson