

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 63/MP/2024

Subject : Petition under Section 79(1)(b) and (f) of the Electricity Act, 2003 seeking recovery of amounts due towards supply of renewable power in excess of the quantum to be supplied annually under the Power Purchase Agreement dated 2.5.2016 along with the applicable Late Payment Surcharge.

Petitioner : Solaire Surya Urja Private Limited (SSUPL)

Respondents : NTPC Limited and Ors.

Date of Hearing : **12.5.2026**

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

Parties Present : Mr. Vishrov Mukerjee, Advocate, SSUPL
Mr. Pratyush Singh, Advocate, SSUPL
Ms. Juhi Senguttuvan, Advocate, SSUPL
Mr. Deepak Thakur, Advocate, SSUPL
Shri Anish Maheshwari, Advocate, RSLDC
Shri Bishwajyoti Pal, Advocate, RSLDC
Shri Venkatesh, Advocate, NTPC

Record of Proceedings

The learned counsel for the Petitioner submitted that the present Petition has been filed *inter alia* seeking directions to the Respondents/RUVNL and NTPC to pay Rs. 16.70 crore for the months of March 2019, March 2020, March 2021, and March 2022 towards the power supplied by the Petitioner in excess of CUF of 25.5% in terms of Article 4.4.2 of the Power Purchase Agreements (PPAs) dated 2.5.2016, along with applicable late payment surcharge. The learned counsel submitted that the PPAs executed with NTPC (for onward sale to RUVNL/Rajasthan Discoms) require the Petitioner to supply an annual contracted capacity of 312.74 MUs (i.e. CUF of 25.5%) from its Project, and any excess quantum generated beyond it, the Petitioner is entitled to sell such quantum either to NTPC at a notional price of Rs. 3/kWh, provided RUVNL agrees to procure it, or in the other market/ exchange, after obtaining the No Objection. The learned counsel submitted that, anticipating the generation of excess power beyond the contracted CUF from its Project for the aforementioned months, the Petitioner had diligently informed NTPC/RUVNL in advance and had sought their consent for the procurement of excess power or, in the alternative, the NOC for enabling the Petitioner to sell such excess power on the exchange. However, despite numerous requests and follow-ups, NTPC/RUVNL neither provided consent for the procurement of excess power nor issued a NOC to sell such excess power on

exchanges. Consequently, the Petitioner was constrained to supply the excess power for the aforementioned months to RUVNL/Rajasthan Discoms, which was scheduled by SLDC and duly consumed by RUVNL/Rajasthan Discoms, as is evident from the SEAs and JMRs.

2. In response to the specific query, the learned counsel for the Petitioner clarified that the Respondent/RUVNL, despite being served notice, has neither entered an appearance nor filed a reply to the Petition. The learned counsel for the Respondent/NTPC, while pointing out that there has been a change in the name of RUVNL, also submitted that the views of RUVNL/Rajasthan Discoms are necessary, as they are the ultimate beneficiaries of the excess generation. Accordingly, the learned counsel for the Petitioner sought liberty to verify and revise the memo of parties, if required, and to also serve the said Respondent by way of e-mail.

3. Considering the above, the Commission permitted the Petitioner to verify and update the particulars of the Respondent/RUVNL and to file a revised memo of parties and effect service upon the said Respondent through an e-mail (along with a copy of this Record of Proceedings), within a week. The Commission also permitted the Respondent/RUVNL (RUVITL) to file its reply, as a last opportunity, on or before 29.5.2026, after serving a copy on the Petitioner, who may file its rejoinder, if any, by 16.6.2026.

4. The Petition will be listed for hearing on **23.7.2026**.

By order of the Commission
Sd/-
(T.D. Pant)
Joint Chief (Law)