

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No.79/MP/2023

Subject : Petition under Section 79(1)(b) and (f) and Section 63 of the Electricity Act, 2003 for adjudication and recovery of the amount payable by Tata Power Company Limited on account of the Seller's Event of Default in terms of Article 14.1(iv) as read with 14.3.4 of the Power Purchase Agreement dated 22.04.2007.

Petitioner : Punjab State Power Corporation Limited (PSPCL)

Respondents : Tata Power Company Limited (TPCL) and Ors.

Petition No.106/MP/2024

Subject : Petition under Section 79(1)(b) and (f) and Section 63 of the Electricity Act, 2003 for adjudication and recovery of the amount payable by Tata Power Company Limited on account of the Seller's Event of Default in terms of Article 14.1(iv) as read with 14.3.4 of the Power Purchase Agreement dated 22.4.2007.

Petitioner : Haryana Power Purchase Centre (HPPC)

Respondents : Tata Power Company Limited (TPCL) and Ors.

Date of Hearing : **14.7.2026**

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

Parties Present : Ms. Poorva Saigal, Advocate, PSPCL & HPPC
Ms. Pallavi Saigal, Advocate, PSPCL & HPPC
Ms. Kaavya Madaan, Advocate, PSPCL & HPPC
Shri Venkatesh, Advocate, TPCL
Shri Shryeshth Ramesh Sharma, Advocate, TPCL
Ms. Shubhi Sharma, Advocate, TPCL
Shri Aashwyn Singh, Advocate, TPCL
Shri Vedant Choudhary, Advocate, TPCL
Ms. Shambhavi Jha, Advocate, TPCL
Ms. Vandana Ragwani, Advocate, TPCL
Shri Vyom Chaturvedi, Advocate, MSEDCL
Ms. Sneha Singh, Advocate, MSEDCL

Record of Proceedings

At the outset, learned counsel for the Respondent/TPCL requested an adjournment on the ground of the unavailability of the arguing senior counsel. The learned counsel for the Petitioners did not object to the said request, but prayed for an early listing of the matters. In view of the above, these matters were adjourned.

2. The Petitioner and the Respondent are directed to place on record within two weeks the methodology adopted by them for computation of "Average Availability" under Article 14.1(iv) of the PPA for the purposes of determination of Seller Event of Default and the consequential raising of invoices. In particular, the parties shall clarify the time domain adopted by them for such computation, including whether the Average Availability is computed with reference to a rolling period of twelve months (where the computation for each successive invoice advances by one month) or with reference to distinct/non-overlapping periods of twelve months, or any other methodology adopted by them.

3. The parties are directed to explain, with illustrative computations, the precise time period considered for each invoice raised or proposed to be raised, the frequency at which the Average Availability is recomputed, and whether any month forms part of the computation for more than one invoice. If so, explain the contractual basis for such methodology and its implications for computation of compensation under Article 14.1(iv). Further, identify the specific provisions of the PPA on which they rely to support their respective methodology and place on record illustrative calculations demonstrating the manner in which the Average Availability has been computed from the Commercial Operation Date of all Units of the Power Station.

4. The Petitions will be listed for hearing on **11.8.2026**.

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