

Rajasthan Electricity Regulatory Commission, Jaipur

Petition No. RERC/2146/2023

Petition filed under Section 86 (1) (f) of the Electricity Act 2003 for direction to the Respondent RUVNL to make the payment of the power injected into the Grid from 01.04.2019 to 31.03.2022.

Coram:

Dr. B.N. Sharma,	Chairman
Shri Hemant Kumar Jain,	Member
Dr. Rajesh Sharma,	Member

Petitioner: J. K. Lakshmi Cement Limited

Respondents : 1. Rajasthan Urja Vikas Nigam Limited
2. Jodhpur Vidhyut Vitran Nigam Ltd

Date of hearing : 10.08.2023, 14.09.2023, 19.10.2023, 05.12.2023

Present : Sh. Ravi Chirania, Advocate for Petitioner.
Sh. Shaswat Purohit, Advocate for Respondents

Order Date: **03.01.2024**

Order

1. J. K. Lakshmi Cement Limited (hereinafter referred as "Petitioner") is a Company incorporated under the Indian Companies Act, 1956 and has its Registered Office located at Jaykaypuram, District Sirohi-307019

(Rajasthan) and corporate office located at 4th Floor Nehru House, New Delhi-110002.

2. Rajasthan Urja Vikas Nigam Limited (hereinafter referred as "Respondent no. 1" or "RUVNL") is a Company created by the Govt. of Rajasthan to carry out power trading business of the State power Distribution Companies and has executed Power Purchase Agreements ('PPAs') with the petitioner on behalf of Jodhpur Vidyut Vitran Nigam Limited.
3. Jodhpur Vidyut Vitran Nigam Limited (hereinafter referred as "Respondent No. 2" or "JdVVNL") is the distribution licensee having its area of supply extending to the place of installation of wind power plants.
4. Petitioner in its petitions and during hearing(s) mainly made following submissions:
 - 4.1 The petitioner submitted that it has established Solar Power project of 6 MW at village Lumbaniya, Tehsil Baap, Distt. Jodhpur, Rajasthan and signed the solar PPA with the respondent Jodhpur Discom on 26.08.2013 and commissioned the power plant on 08.01.2014. The PPA was signed under RERC (Renewable Energy Certificate and Renewable Purchase Obligation Compliance Framework) Regulations, 2010. The term of the agreement was valid up to 31.3.2016 as signed under the Regulation of 2010.
 - 4.2 The petitioner further submitted that thereafter, supplementary PPA was signed and the term of the PPA was extended up to 31.03.2019. However, the Commission in Suo-Motu exercise passed the order dated 05.03.2019. By the said order, the Commission fixed the tariff at the rate of Rs. 3.14/- per unit for the balance useful life of the projects. In terms of the order dated 05.03.2019, the Hon'ble Commission notified the third amendment

in the REC Regulations, 2010 by notification dated 15.03.2019.

- 4.3 The petitioner also submitted that initially, the Coordination Committee of the Discom in its meeting dated 29.03.2019 took the decision to sign the PPA at the rate of Rs. 3.14/- per unit in compliance of order of this Hon'ble Commission dated 05.03.2019. Further, Indian Oil Corporation (PSU), one of RE generator under REC PPA, challenged the order dated 05.03.2019 passed by this Commission along with the third amendment dated 15.03.2019 on the ground that it is entitled for the tariff strictly as per the APPC formula/criteria mentioned in the Regulations.
- 4.4 The petitioner further submitted that despite, the decision of the Coordination Committee dated 29.03.2019 and collection of all documents from the petitioner and other RE Generators for signing of the PPA and completion of all formalities, the Discom did not sign the PPA and therefore, the petitioner left with no option but to file the writ petition bearing no. 16152/2019 before the Hon'ble High Court titled as J.K Lakshmi Cement Limited. Vs RERC & Ors. The said petition was filed with the prayer to quash the order dated 05.03.2019 and the third amendment dated 15.03.2019 and further the Discom be directed to sign the PPA at the APPC formula mentioned in the REC Regulations of 2010.
- 4.5 The Petitioner further submitted that during the pendency of the writ petition before the Hon'ble High Court, Petitioner requested the respondent RRVPNL and RRECL for permission to change the power project from REC mechanism to Captive use (self-Consumption). Initially, the petitioner submitted an application dated 30.03.2022 for permission of Short-Term Intra-State Open Access of its 6 MW power project. The RRVPNL by its letter cum order dated 30.03.2022 permitted the petitioner for Short Term Intra State Open Access. Thereafter, the petitioner was granted Short Terms Intra State Open Access continuously without any break from 01.04.2022 till today.

4.6 The petitioner also submitted that, thereafter, the petitioner submitted another letter dated 06.02.2023 for change of mode from REC mechanism to Captive Use of 6 MW solar power project to the General Manager, RRECL in which the petitioner referred the details of all the previous permission of Short Term Open Access granted by RRVPNL. That after due consideration of application of the petitioner, the competent authority has changed the power project of the petitioner from REC mechanism to captive use.

4.7 The petitioner also submitted that the respondent RUVNL for processing the request of shifting from REC mechanism to Captive mode, directed the petitioner to submit an undertaking in regard to withdrawal of the case pending before the Hon'ble High Court and further an undertaking regarding acceptance of the terms and conditions as decided in 29th Coordination Committee Meeting held on 30.12.2021 and also not to claim REC for the period power has been injected into the grid (from 01.04.2019 to 31.03.2022) after expiry of terms of the PPA as same would be utilized by the Discom for fulfillment of RPO obligation. The Coordination Committee has offered the tariff of Rs. 2.44/- for wind and Rs. 2.24/- for solar for which the humble petitioner gave its consent. The decision taken by the Coordination Committee in the meeting dated 30.12.2021 is quoted as under for ready reference of this Commission:

"5.4 After discussion, the Committee agreed with the proposal to give offer to the power producers for supply of power to the Discom/RUVNL in the prescribed power sharing ratio by GoR revised time to time as following conditions.

(i) Power Producers who have availed REC will not be eligible to get this offer.

(ii) The tariff shall be fixed at Rs. 2.44/kWh for wind power projects and Rs. 2.24 kWh for solar power projects for balance useful life of the projects, without any escalations/consideration of change of law.

(iii) Power injected after expiry of original PPA and till the

signing of the new PPA will also be paid with same rates i.e. Rs. 2.44/kWh for wind power and Rs. 2.24/kWh for solar without any LPS or interest.

(iv) Power producers shall withdraw court cases before execution of PPA.

(v) Power producers will not claim REC for the power injected into the grid after expiry of PPA and power will be utilized for RPO fulfillment by the Discoms.

(vi) The terms and conditions of offer shall be considered to be final only after approval from RERC."

4.8 The petitioner further submitted that it submitted the required undertaking to the General Manager (Solar), RRECL along with the other required documents. Pursuant to that the petitioner has been granted NOC in terms of the undertaking as mentioned above by the respondent for captive use. The petitioner is using the power for captive purpose from 01.04.2022 continuously with due permission of the Respondent herein.

4.9 The petitioner also submitted that it is important to mention here that during the pendency of the writ petitions before the Hon'ble High Court, the Hon'ble Court passed an order dated 18.10.2019, whereby the respondent Discom was directed to sign the joint meter reading to record the generation of the power injected by the power plant. Further, the Hon'ble High Court on the joint request of the respondent RUVNL and some of the RE generators, who are willing to accept the tariff of Rs. 2.44/- and Rs. 2.24/-, allowed the petition to be withdrawn with certain directions by its order dated 31.05.2023 which are quoted as under for ready reference of this Commission:

"9. We have gone through the application, which has been placed on record and find that learned counsels for the petitioners have agreed to withdraw the present petitions and only a time bound direction is sought from this Court for approval of the PPAs, which are to be placed before the Commission.

9. *We find that since the petitioners and the respondent-State and Rajasthan Urja Vikas Nigam Limited, have entered into a compromise to approach the Commission for approval of PPAs and as such we will dispose of these writ petitions by directing the parties to approach the Commission for approval of their PPAs.*
10. *This Court, considering the stand taken by learned counsel appearing on behalf of the Commission, deems it proper to allow the petitioners to withdraw these petitions. The Rajasthan Urja Vikas Nigam Limited would be free to approach the Commission for approval of their PPAs.*
11. *Learned counsel for the petitioners made a request that on approval of their PPAs by Commission, the necessary arrears, which have accrued against the respondent DISCOM, Rajasthan Urja Vikas Nigam Limited/State may also be paid in a time bound manner.*
12. *Learned AG, on instructions, submitted that after approval of PPAs, the arrears would be calculated as per the rates mentioned in the compromise, arrears, if any, in favour of the petitioners, would be released within an outer limit of 90 days and as such he submits that at least three months' time may be granted to clear the arrears.*
13. *The respondent-State and Urja Vikas Nigam Limited will take appropriate steps of paying arrears to the petitioners within an outer limit of 90 days on account of approval of their PPAs.*
14. *This Court also directs that RERC will exercise its Powers under Sections 86 read with 62 of the Electricity Act, 2003 for approval of PPAs within 30 days of the application being filed by the Rajasthan Urja Vikas Nigam Limited.*
15. *Accordingly, the present bunch of writ petitions is permitted to be withdrawn with the aforesaid directions."*

4.10 The petitioner also submitted that petitioner in terms of the undertaking filed an application before the Hon'ble High Court for withdrawal of the writ petition. The application for withdrawal has also been submitted to the respondent Discom which they have accepted and allowed the petitioner to shift from REC mode to captive mode.

4.11 The petitioner further submitted that in terms of the order dated 31.05.2023

passed by Hon'ble High Court, the respondent RUVNL has filed the petition under Section 86 (1)(b) of the Electricity Act, 2003 read with Regulation 10 of the RERC (Terms and Condition for Determination of Tariff) Regulations, 2020 for approval of Power Procurement from Renewable Sources in which 57 RE Generators who withdrew their petitions as mentioned in the order dated 31.05.2023, have been Impleaded as party respondent with prayer to approve the tariff and to sign the PPA at the tariff agreed by both the parties in terms of decision of the Coordination Committee dated 30.12.2021.

- 4.12 The petitioner further submitted that it has been injecting the power continuously into the grid and under the orders of the Hon'ble High Court from 01.04.2019 to 31.03.2022, the joint meter reading was signed under which the complete injection of power was recorded. The humble petitioner has injected the power for which it is entitled for the revenue at the rate for which consent has been given as mentioned above.
- 4.13 The petitioner also submitted that after approval of the procurement of RE Power from the respondent in terms of Regulation 10 of Regulation of 2020, the Discom needs to be directed to make the payment for the amount of Rs. 7,77,97,484/- for power injected from 01.04.2019 to 31.03.2022.
- 4.14 The petitioner further submitted that the petitioner injected the power up to 31.03.2022 and thereafter, the respondent Discom permitted the petitioner to use the power in captive consumption. From 01.04.2022 onwards the petitioner is using the power in captive consumption.
- 4.15 The petitioner submitted that in view of the above mentioned facts and the documents as enclosed it is amply clear that the power project of the petitioner has been converted from REC mode to captive mode by the Competent Authorities, however, the petitioner has not received the

payment against the power injected by its 6 MW solar power project from 01.04.2019 to 31.03.2022. As the dispute in respect of REC mechanism has been settled with the RUVNL by some of the generators by withdrawing the petition in terms of the tariff decided by the Coordination Committee for which the petitioner has also submitted its consent along with other RE generators. Therefore, now the respondent Discom needs to be directed for releasing the payment against the power injected by the petitioner from 01.04.2019 to 31.03.2022 on the basis of the JMR as signed by the Discom. It is, therefore, most humbly prayed that this petition filed by the petitioner may kindly be allowed.

- 4.16 In views of the submission made hereinabove, the Petitioner in its petitions have prayed to:
- a. make the payment against the power injected from 1st April, 2019 to 31st March, 2022 in terms of the decision taken by the Coordination Committee in its meeting dated 30.12.2021.
 - b. Any other order which this Commission deem fit and proper in the facts and circumstances of the case may kindly be passed in favour of humble petitioner-firm.
5. The Respondents in their reply and during course of hearing(s) mainly submitted as under.
- 5.1 The Respondents submitted that for payment towards supply of electricity can be done only in subsistence of a valid PPA. However, the Petitioner did not have any valid PPA in existence since 31.03.2019. Thus, the Petitioner cannot be paid for such supply in absence of valid PPA.
 - 5.2 The Respondents further submitted that Petitioner cannot claim parity

with any of other RE generators who withdrew their Writ Petitions from the Hon'ble High Court as such generators would execute PPA and will continue to supply electricity to Discom. Thus, the case of the Petitioner is different and no parity can be claimed. Also, the order dated 31.05.2023 passed by the Hon'ble High Court was for a particular category of RE generators. The category of the Petitioner is different. Thus, the Petitioner is not entitled to payments on the ground of parity.

5.3 The Respondents further submitted that RUVNL filed the Petition No. 2051/2023 before the Commission seeking approval of PPAs of those generators who are willing to supply electricity to the Discom for remaining useful life of the plant. The case of the Petitioner is different from those as the Petitioner withdrew its petition as it opted for captive use.

5.4 The Respondents submitted that undertaking before the Hon'ble High Court to clear the arrears of those generators who will be executing supplementary PPAs. The Petitioner is not entitled to claim parity with the other generators who withdraw their petitions for entering into PPAs. The Petitioner had already converted its plant for captive use. Moreover, the RE generators are getting paid in terms of the decision taken in 29th meeting of Coordination Committee and the same is backed by the order dated 31.05.2023 passed by the Hon'ble High Court. It is submitted that the Petitioner is not backed by the order of any competent authority.

6. The Petitioner, in response to the reply of the Respondents, has filed rejoinder and submitted as under :

6.1 The Petitioner submitted that it received the letter dated 20.01.2023 from the RRECL whereby it was directed to submit the necessary undertaking regarding the acceptance of decision of coordination committee dated

30.12.2021 so that necessary payments and adjustments can be made. The petitioner in response to letter of the RRECL dated 20.01.2023 submitted all the previous communications, letters etc, including the undertaking in respect of acceptance of the decision of the coordination committee dated 30.12.2021 along with undertaking. After receiving the necessary documents, letters undertaking etc, from the petitioner, RRECL directed Rajasthan Urja Vikas to act for adjustment /payment in term of undertaking as given by the petitioner.

- 6.2 The Petitioner further submitted that the respondents by its letter dated 03.01.2023 has already requested the RRECL to provide the date of change of mode of the petitioner from REC Mechanism to Open Access so that necessary actions can be taken for payment of the Invoices raised by the petitioner meaning thereby the respondents have accepted the Invoices raised by the petitioner. The payment of the Invoices raised by the petitioner from 01.04.2019 to 31.03.2022 is to be made as per the tariff fixed by the coordination committee in its meeting dated 30.12.2021.
- 6.3 The Petitioner also submitted that the coordination committee has already fixed the tariff at Rs. 2.24 for solar and Rs. 2.44 for Wind Power Project in Its meeting dated 31.12.2021. The petitioner has already submitted its undertaking to the respondent and is claiming the payment of the Invoices raised by it for the period from 01.04.2019 to 31.03.2022.

Commission's View:

7. The Commission has considered the submissions made by the Petitioner/Respondents in petition(s), written submissions and oral arguments during hearing(s).

8. The Commission observes that the petitioner mainly prayed to get payment against the power injected from 01.04.2019 to 31.03.2022 in terms of the decision taken by the coordination committee in its meeting dated 30.12.2021.
9. After going through the pleadings made by Petitioner, the Commission observes that the validity of PPA between Petitioner and Respondents had expired on 31.03.2019. But the Petitioner kept injecting power into the grid in terms of interim order dated 18.10.2019 of Hon'ble High Court, whereby the respondent Discom was directed to sign the joint meter reading to record the generation of the power injected by the power plant. Further, the plant of the petitioner has been converted to Captive Mode from 01.04.2022. The petitioner did not get any payment for the power injected from 01.04.2019 to 31.03.2022.
10. The Counsel on behalf of the Respondents, during final arguments, submitted that they accept this fact that the petitioner kept injecting power into the grid even after expiry of the PPA in terms of directions passed by Hon'ble High Court vide order dated 18.10.2019. And they are ready to pay for the power injected from 01.04.2019 to 31.03.2022. The only contention raised was related to the rate to be given to the petitioner for the power injected from 01.04.2019 to 31.03.2022. According to the respondents, the petitioner cannot claim parity with other similar generators which signed PPAs with Discom for rest of their useful life. The rate of Rs. 2.24 /Kwh for Solar plants, decided in meeting of coordination committee dated 30.12.2021, was applicable only to those plants which are inclined to sign PPAs with the Discoms for rest of their useful life. The Petitioner has converted its plant to Captive Mode, thus it is clear that it will not supply power to the Discoms in future.
11. The Commission, by going through the chronology of events, observes

that Rajasthan Renewable Energy Corporation Ltd (RRECL) vide letter dated 09.12.2022 intimated the petitioner that the proposal of converting petitioner's 6 MW plant from REC Mechanism to Captive Mode has been allowed by the State Level Screening Committee (SLSC) in its meeting dated 24.11.2022 and the adjustment of power injected after expiry of PPA i.e. 31.03.2019 and till the date of change of mode will be adjusted by RUVNL as per decision taken in 29th Coordination Committee held on 30.12.2021.

12. Further, RUVNL vide letter dated 03.01.2023 addressed to RRECL, acknowledged the fact that proposal of converting petitioner's 6 MW plant from REC Mechanism to Captive Mode is approved by SLSC and Power injected after expiry of PPA will be adjusted as per decision taken in 29th Coordination Committee meeting. RUVNL also requested RRECL to intimate date of change of mode to enable them to take further action on the invoices raised by the petitioner.
13. Further, RRECL vide letter dated 20.01.2023, intimated the petitioner that in the meeting of 29th Coordination Committee held on 30.12.2021, wherein Committee has allowed purchase of Power at the rate of Rs 2.24 /Kwh for Solar projects for balance useful life of the projects and asked the petitioner to submit undertaking on following points –

".....

- a. Undertaking to withdraw the case from Hon'ble High Court, Jaipur.*
- b. Accept the terms and conditions as decided in 29th Coordination Committee meeting held on 30.12.2022*
- c. Power producers will not claim REC for the Power injected into the grid after expiry of PPA and Power will be utilized for RPO fulfillment by the Discoms"*

14. The Petitioner, vide letter dated 06.02.2023 addressed to RRECL, submitted its undertaking in following terms –

- " 1. We will withdraw our case pending before Hon'ble High Court.*
- 2. We accept the tariff rate of Rs 2.24 per unit for the power supplied*

to Discom during the period from 01.04.2019 to 31.03.2022 after expiry of PPA agreement
3. We will not claim REC certificate on Power supplied to Discom during the period from 01.04.2019 to 31.03.2022"

The Petitioner also requested RRECL to recommend for adjustment of Solar Power injected through Discom in their bill pertaining to the period from 01.04.2022 onwards.

15. RRECL, vide letter dated 20.02.2023 addressed to RUVNL, communicated that the petitioner has undertaken on above three points. Further RRECL forwarded relevant permissions and documents to RUVNL to execute necessary wheeling and banking agreement or any other requisite agreement w.e.f. 01.04.2019.
16. The Commission observes that throughout the communications exchanged between the petitioner, RRECL and RUVNL, it was acknowledged that requisite approval has been granted to the petitioner for converting its plant to Captive Mode. It was clear to RRECL and RUVNL that the petitioner is not going to supply power to Discoms in future i.e. it will not sign PPA with the Discoms for rest of the useful life of the plant. Despite the fact, RRECL and RUVNL sought undertaking from the petitioner regarding withdrawal of the Court Case and Claim of REC Certificate. Even after that, RRECL acknowledged undertakings given by the petitioner and forward them to RUVNL for further action regarding execution of agreement w.e.f 01.04.2019.
17. By simple reading of the above letters exchanged between the Petitioner, RUVNL and RRECL, it can be understood that the Respondents were principally agree for the payment to the petitioner for power injected after expiry of the PPA at the rate decided in the meeting of Coordination Committee i.e. RS 2.24 /KWh. The petitioner were also in this impression and he expressed his expectation clearly in letter dated

06.02.2023. Relevant extract of the letter dated 06.02.2023 is as under –

"2. We accept the tariff rate of Rs 2.24 per unit for the power supplied to Discom during the period from 01.04.2019 to 31.03.2022 after expiry of PPA agreement"

RRECL vide its letter dated 20.02.2023 forwarded above undertaking as it is to RUVNL for further action. If RRECL or RUVNL were not agree with the above undertaking of the Petitioner, they should have raised objection at that time only.

18. The Commission observes that the Coordination Committee in its meeting dated 30.12.2021 fixed some preconditions to be fulfilled by the power producers to make them eligible for the offer. The decision taken by the Coordination Committee is quoted as under :

"5.4 After discussion, the Committee agreed with the proposal to give offer to the power producers for supply of power to the Discom/RUVNL in the prescribed power sharing ratio by GoR revised time to time as following conditions.

(i) Power Producers who have availed REC will not be eligible to get this offer.

(ii) The tariff shall be fixed at Rs. 2.44/kWh for wind power projects and Rs. 2.24 kWh for solar power projects for balance useful life of the projects, without any escalations/consideration of change of law.

(iii) Power injected after expiry of original PPA and till the signing of the new PPA will also be paid with same rates i.e. Rs. 2.44/kWh for wind power and Rs. 2.24/kWh for solar without any LPS or interest.

(iv) Power producers shall withdraw court cases before execution of PPA.

(v) Power producers will not claim REC for the power injected into the grid after expiry of PPA and power will be utilized for RPO fulfillment by the Discoms.

(vi) The terms and conditions of offer shall be considered to be final only after approval from RERC."

The counsel on behalf of the Petitioner, during the course of hearing, submitted that other similar plants have been allowed by the Commission subject to the above conditions and his plant may also be treated in

parity with other plants, to which the Respondents have objected. The Commission observes that other similar plants were allowed subject to the conditions fixed by the Coordination Committee and the petitioner has also agreed with those conditions.

19. The Commission further observes that vide para 5.4(i) of the MoM of Coordination Committee's meeting dated 30.12.2021, it was decided that power producers who have availed REC will not be eligible to get this offer. This is a qualifying criteria fixed by the Committee. Apart from this, the Committee had imposed two preconditions vide para 5.4 (iv) & (v) that power producers shall withdraw court cases before execution of PPA and they shall not claim REC for the power injected after expiry of the PPA. In our considered view, in this particular case, as the plant is converted to Captive Mode, the meaning of 'execution of PPA' shall be the PPA to be executed for the period from 01.04.2019 to 31.03.2022 , which is necessary to regularize the payments for the energy injected after expiry of the PPA. The same is also cleared in para 5.4 (ii) & (iii) , as former para fixes the rates for those plants who intends to sign PPAs for rest of their useful life, with the condition that there will be no escalation in rates or consideration of change in law in future. Later para fixes rate for the energy injected after expiry of the PPA with the condition that there will be no Late Payment Surcharge or interest.

20. The decision of the Coordination Committee was clear and specific that solar plants are eligible for rate at Rs 2.24 /KWh without LPS/interest for the energy injected after expiry of the original PPA and till signing of new PPA subject to the two conditions i.e. 'withdrawal of court case' and 'claim of REC' . The petitioner has already withdrawn the court case vide order of the Hon'ble High Court dated 18.07.2023 in the matter of DB Civil Writ Petition No. 16152/2019 and also submitted an undertaking vide letter dated 06.02.2023 that he will not claim REC certificate on power supplied

to Discom during the period from 01.04.2019 to 31.03.2022. Hence, in view of above, the petitioner has full-filled all the preconditions prescribed by the Coordination Committee and he is eligible for the rate specified at para 5.4(iii) of the MoM of the Coordination Committee's meeting i.e. Rs 2.24 /KWh without any LPS/Interest.

21. The Commission further observes that according to the material placed before us it can be observed that State Level Screening Committee (SLSC) has allowed conversion of the plant from REC Mechanism to Captive Mode in its meeting dated 24.11.2022 but the petitioner has started wheeling of Solar Power generated by its 6 MW Solar project to its JK Cement Plant as captive use with effect from 01.04.2022. The Respondents have failed to explain this mismatch that how the petitioner was allowed to jump into Captive Mode without approval of SLSC. The petitioner started using energy generated in captive mode from 01.04.2022 i.e. almost nine months before the approval by the SLSC i.e. 24.11.2022. RUVNL vide its letter dated 05.04.2023 addressed to JdVVNL, intimated them to take necessary action for adjustment of energy generated from petitioner's 6 MW plant under captive use for the month of April 2022 to February 2023. In our view any such type of change in mode needs to be happened swiftly.

22. In view of the discussion above, the commission orders as under –

- a. The Respondents are directed to pay the Petitioner against the Power injected from 01.04.2019 to 31.03.2022 at the rate of Rs 2.24 /KWh without any Late Payment Surcharge or interest, as decided by the Coordination Committee in its meeting dated 30.12.2021.
- b. The amount due to the petitioner, calculated according to the para above shall be paid to the petitioner within 90 days from the date of this order.

c. The Petitioner shall not claim REC for the power injected into the grid after expiry of PPA and power will be utilized for RPO fulfillment by the Discoms.

23. The matter is disposed in above terms with no order as to cost.

(Dr. Rajesh Sharma)
Member

(Hemant Kumar Jain)
Member

(Dr. B. N. Sharma)
Chairman