

**RAJASTHAN ELECTRICITY REGULATORY COMMISSION
JAIPUR**

Petition No. RERC/2150/2023

Petition filed u/s. 86 of the Electricity Act, 2003 r/w. Article. 12.2 r/w Article 12 of the PPAs, executed by RPGs with Discoms through the Respondent under PM KUSUM Yojna Component-A of Capacity 0.5 MW to 2.0 MW in the State of Rajasthan, for allowing carrying cost.

Coram:

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

Kisan Urja Hitkari Samiti.

Petitioner

Rajasthan Urja Vikas Nigam Ltd (RUVNL)

Respondent

Date(s) of hearing: 29.08.2023, 05.10.2023, 21.11.2023 and 12.12.2023.

Present : Ms. Susan Mathew, Advocate for Petitioner.
Ms. Parinitoo Jain, Advocate for Respondent.

Date of order

19.03.2024

Order

1. M/s Kisan Urja Hitkari Samiti (hereinafter the 'Petitioner') has filed this petition under Section 86 of the Electricity Act, 2003 r/w. Article. 12.2 r/w Article 12 of the PPAs, executed by RPGs with Discoms through the Respondent under PM KUSUM Yojna Component-A of Capacity 0.5 MW to 2.0 MW in the State of Rajasthan, for allowing carrying cost.

2. The matter was listed on 29.08.2023, 05.10.2023, 21.11.2023 and finally heard on 12.12.2023.

PETITIONERS SUBMISSIONS:

3. Petitioner in its petition and during hearing has mainly submitted as under:

3.1. The Kisan Urja Hitkari Samiti is an association of farmers selected as successful Renewable Power Generators ('RPGs') for implementation of Solar Power Project under Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme, Component-A. All the members of the Petitioner are selected RPGs to whom letter of Award has been issued by the Respondent and further PPAs have been executed subsequently.

3.2. Ministry of New and Renewable Energy (MNRE) has launched PM KUSUM Yojna Component-A and issued implementation guidelines on 22.07.2019.

3.3. Pursuant thereto Rajasthan Renewable Energy Corporation Ltd ('RRECL'), the nodal agency for the implementation of the scheme, on behalf of the Respondent, has initiated selection process for procurement of power generated from Grid connected Solar Power Project on terms and conditions contained in Expression of Interest (EoI) dated 30.11.2019.

3.4. RUVNL vide their letter dated 26.07.2019 has requested the Commission to determine the pre-fixed levelled tariff by initiating a suo-moto petition so that Discoms can enter into PPAs and purchase the excess power from farmers at the rate decided by the Commission.

- 3.5. The Commission, after hearing the stakeholders has determined the pre-fixed levelised tariff for sale of power from power projects set up under Component-A to the State Discoms and the rate for purchase of excess power by the Discoms from solarized agricultural pumps under Component –C of the PM KUSUM Scheme of GoI vide order dated 11.02.2020.
- 3.6. Members of the Petitioner Association have been selected in process of development generation and supply of electricity from their respective RPG pursuant to which RREC has issued Letter of Award ('LoA') dated 8.07.2020 to 623 farmers to set up the de-centralized solar power plants of different capacities on their agricultural land.
- 3.7. Subsequent to the above, PPAs have been executed by most of the farmers out of the 623 farmers to whom LOA was awarded by RREC on behalf of Respondent.
- 3.8. The Scheduled Date of Commissioning as per the PPA and the Letter of Award was 7.04.2021, i.e., Nine months from the Date of issuance of the LOA by RREC to the RPG, though as per PM KUSUM Scheme guidelines, under Component-A, for installation of grid connected solar power plants, the project completion timeline is stipulated as 12 months from the issuance of Letter of Award to farmers/developers.
- 3.9. Looking into the challenges faced by the RPGs due to COVID-19 first, second and third wave, MNRE, Government of India vide its Office Memorandum (OM) dated 22.06.2023 has extended the Scheduled Commissioning Date till 31.01.2024, in view of the difficulties faced by farmers in accessing financing under Component-A.
- 3.10. All the members of the Association are farmers mostly uneducated and trusted the Commission's wisdom that 14% return on equity will be achieved. However, when financial institution for financial

assistance have been approached to set up the project, it is pointed out that the rate mentioned in PPA is not viable. Farmers are facing difficulties in accessing financial assistance from Banks and one of the main reasons being the low tariff by which it is not possible for achieving the 14% equity returns was not achievable.

3.11. Petitioners, therefore, filed Petition No. RERC/2026/2022 under Section 94(1) (f) of the Electricity Act, 2003 for review of errors in the levelised tariff fixed vide order dated 11.02.2020 issued by the Commission for PV Solar Power Plant to be set up under PM Kusum Yojna Component-A of Capacity 0.5 MW to 2.0 MW in the State of Rajasthan and also u/s 86 of the Electricity Act, 2003 r/w Article 12.2 (Relief for Change in Law) r/w Article 12 of the PPAs, exempted by RPGs (as per petition). The Petitioner in its Petition has sought the following reliefs:

a) Review and reconsider the levelised tariff on account of the error kept in the order dated 11.02.2020;

b) Determine the tariff adjustments/compensation to be given to the petitioner on account of Change in Law events;

c) Clarify that the rebate as specified in the RERC (Terms and Conditions for Determination of Tariff from renewable sources of Energy) Regulations, 2020 would prevail over Article. 22 of the PPA and the same would be applicable in the case of the Petitioner; and

3.12. Commission, after hearing the parties, vide its order dated 27.01.2023 has framed the following issues for adjudication:

(1) Whether the order dated 11.02.2020 is required to be reviewed on account of the following:

(a) Calculation error in the rate.

(b) Change in regulations regarding cost of metering system.

(2) Whether the following events tantamount to the Change in Law events and relief is admissible in terms of the Article 12.2 of the PPA:

(a) Increase in GST on Solar Plates and Invertors;

(b) Imposition of Custom Duty on Solar Modules and Cells;

(c) Change in cost of items/increase in connectivity charges from Rs.2.0 Lakh/MW to Rs.2.50 Lakh/MW.

(3) Whether the rebate as specified in the RERC (Terms and Conditions for Determination of Tariff from Renewable Sources of Energy) Regulations, 2020 would prevail over Article 22 of the PPA and the same would be applicable in the case of the Petitioner?

3.13. The issue No.1 (a), (b) and issue No.2 (c) were decided against the Petitioners and the rest of the issues were decided in favour of the Petitioner. The Commission passed the following orders:

"(a) No case is made out for the review of the Commission's order dated 11.02.2020 on account of calculation error in the rate and change in regulations regarding metering system.

(b) The relief for Change in Law in terms of Article 12.2 of the PPA on account of increase in GST rate shall be admissible to the RPGs, wherein the last date of bid submission was on or before 30.09.2021 and wherein the Scheduled Commissioning Date (SCD), including time extensions is on or after 01.10.2021.

(c) The relief for Change in Law in terms of Article 12.2 of the PPA on account of BCD imposition shall be admissible to the RPGs, wherein the last date of bid submission was on or before and 09.03.2021 wherein the Scheduled Commissioning Date (SCD), including time extensions is on or after 01.04.2022.

(d) The RPGs for which relief on account of the Change in law events are admissible as per (b) & (c) above may raise Supplementary Bills in terms of the Article 10.7 of the PPA for payment on account of the Change in Law events recognised as above furnishing the documentary proof exhibiting clear and one to one correlation backed by an auditor certificate and relevant documents to the Discoms in this regard, who, in turn, after due

verification will refund the amount which is payable to the RPGs as a result of the above events recognised as the Change in Law events.

(e) Regulation 22 of the RE Tariff Regulations, 2020 shall prevail over Article 10.3.4 of the PPA, and the relevant provisions of the PPA shall stand modified to this extent".

- 3.14. The Commission passed the order on dated 27.01.2023 is silent with respect to carrying cost, which is an inherent element of relief in terms of the PPA provision as the same is premised on the underlying principle of restitution and restoring the affected party to the same economic position as if such change in law has not occurred. In case carrying cost is denied, it would render Article. 12 of the PPA otiose. It is stated that the claim of the Petitioner for carrying cost is premised on the contractual provision of the PPA namely Article 12 wherein it is explicitly provided that the Petitioner is to be restored to the same economic position as if the Change in Law event did not take place.
- 3.15. The Change in Law event occurred when the RPGs have purchased the Solar Plates and Invertors etc in other words, the Change in Law event had an impact upon the RPGs at the time of Capital Investment however, the relief on account of Change in Law event was granted in most of the cases in May, 2023 and therefore in order to restore the RPGs into the same economic position as if the Change in Law event had not occurred, they need to be compensated with carrying cost either at the uniform rate of Rs.10.53% as specified by the Commission while deciding the tariff petition or at the rate at which each RPGs are paying interest to their respective Banks, whichever will be determined by the Commission from the date the impact of the Change in Law event occurred with respect to the particular RPGs till the actual payment was done by the Discoms.

- 3.16. In view of the above facts and circumstances, the present petition is filed on the following grounds which are without prejudice and in addition to each other:
- 3.17. Article 12.1 of the PPA envisages Change in Law relief is based on the Restitution principle and requires the affected party to be restored to the same economic position as if the Change in Law event had not occurred. One of the key Ingredients for such restitution as contemplated in the PPA is the payment of "carrying cost". Therefore, without carrying cost, the parties cannot be put to the same economic position and thus become imperative to achieve the true object of the Principle of Restitution. Proviso to Article 12.1 states that in the event a Change in Law results in any adverse financial loss/gain to the RPG then, in order to ensure that the RPG is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the RPG/DISCOM shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission. Therefore, those petitioners/RPGs whose case fall under the Change In Law event, as per the order of the Commission dated 27.01.2023 is entitled to be compensated by way of carrying cost to make the financial losses NIL.
- 3.18. Hon'ble Appellate Tribunal for Electricity (APTEL), New Delhi in its order dated 13.04.2018 in the matter of Adani Power Ltd V/S. CERC & Others in Appeal No 210 2017 while overruling the decision of CERC in Case No.235/MP/2015 has held that the impact of Change in Law is to be done in the form of adjustment to the tariff which is nothing less than re-determination of the existing tariff and that interest (i.e,

carrying cost) is payable till re- determination of tariff. Hon'ble APTEL has held that the provisions of Article 13.2 i.e, restoring the affected party to the same economic position as if Change in Law has not occurred is in consonance with the principle of "restitution",i.e, restoration of some specific thing to its rightful status. Relying upon the judgment of Hon'ble Supreme Court in (2011) 8 SCC 161 in the matter of *Indian Council for Enviro-Legal Action V/s. Union of India & Ors* on the principle of restitution and time value of money, the Hon'ble APTEL has observed that so long the derivation of other party is not fully compensated for, injustice to that extent remains and to do complete justice the convenient approach is to calculate interest. The said judgment was in respect of Change in Law claims under PPAs with similar provisions wherein bills were not raised since the same was yet to be approved by CERC as per the decision, which decision of APTEL is squarely applicable to the present case.

- 3.19. The principle of recovery of cost of funding is an established philosophy of regulatory jurisprudence as Carrying Cost. It has been held by the Hon'ble Supreme Court that if a person is deprived of the use of money, to which he is legitimately entitled to, has a right to be compensated for the deprivation, call it by any name, interest pendent lite is not a matter of substantive law. For doing complete justice between the parties, such power has always been inferred, as held by the Hon'ble Supreme Court in *Secy, Irrigation Department, Government of Orissa V/s. GC Roy* cited at (1992) 1 SCC 508 (CB) *Board of Trustees for the Port of Calcutta V/s. Engineers-De-Space-Age* reported in (1996) 1 SCC 516. The entitlement to carrying cost is a settled position of law and therefore the Petitioners are entitled for carrying cost.

3.20. Because the Hon'ble APTEL in its judgment dated 20.12.2012 in Appeal No.150 of 2012 and other batch matters (SLS Power Ltd V / s Andhra Pradesh Electricity Regulatory Commission) had held as under:

"The principle of carrying cost has been well established in the various judgments of the Tribunal. The carrying cost is the compensation for time value of money or the monies denied at the appropriate time and paid after a lapse of time. Therefore, the developers are entitled to interest on the differential amount due to them as a consequence of re-determination of tariff by the State Commission on the principles laid down in this judgment. We do not accept the contention of the licensees that they should not be penalized with interest. The carrying cost is not a penal charge if the Interest rate is fixed according to commercial principles. It is only a compensation for the money denied at the appropriate time".

3.21. The Hon'ble APTEL in *Tata Power Co. Ltd V/s. Maharashtra State Electricity Regulatory Commission* has laid down certain principles for entitlement to carrying cost such as (a) where the expenditure is accepted but recovery is deferred e.g. on regulatory assets; (b) claim not approved within reasonable time; and (c) disallowed by the State Commission but subsequently allowed by the Superior authority.

3.22. From the effective date of Change in Law, the Petitioner is subjected to incur additional expenses in the form of arranging for working capital to cater the requirement of impact of Change in Law event in addition to the expenses made due to Change in Law. As per the provisions of the PPA, the Petitioner is required to make application before the Appropriate Commission and this Commission vide order dated 27.01.2023 has allowed the Change in Law event. In most of the cases there is a time lag between the happening of Change in Law event till its approval by the Commission and the time lag is substantial. Therefore, in order to reconstitute the petitioners to the same

economic condition, allowing carrying cost is essential, without which the provisions under PPA would not yield the required results.

3.23. PPA contains an in-built restitutionary principle which compensates the party affected by such Change in Law and which must restore, the affected party to the same economic position as if such change in law has not occurred. This would mean that by this clause a fiction has been created, whereby the affected party must be given the benefit of restitution as understood in civil law. Therefore, the affected RPGs are entitled for carrying cost from the date of impact resulting from the occurrence of Change in Law event till the actual date of payment of compensation for Change in Law event as held by this Commission in its order dated 27.01.2023.

3.24. It is, therefore, prayed that Hon'ble Commission may be pleased to;

(a) declare that the affected RPGS who are members of the Petitioner are entitled for carrying cost either at the uniform rate of Rs.10.53% as specified by the Commission while deciding the tariff petition or at the rate at each RPGs are paying interest to their respective Banks, whichever will be determined by the Commission payable from the date of impact resulting from the occurrence of Change in Law event till the actual date of payment of compensation for Change in Law event.

(b) pass such other and further order, which this Hon'ble Commission may deem fit and proper in the facts and circumstances of this case.

REPLY FILED BY THE RESPONDENT:

4. Respondent ('RUVNL') in its reply and during hearing submitted as under:

- 4.1. Petitioner is an association of farmers, i.e., the Samiti and is not understandable that how it is a partnership firm. Moreover, the list of the members has not been annexed with the petition so it is not known how many farmers out of 623 farmers are the members of the petitioner's samiti and who are effected or have a cause of action, what is the cost which has been incurred, the documentary evidence showing the carrying cost.
- 4.2. Petitioner by way of this petition is seeking a review of order dated 27.01.2023 and therefore, the review petition is not maintainable. Further, issue raised by the petitioner that the order dated 27.01.2023 is silent on the carrying cost, which is an inherent element of relief and therefore, the Commission ought to have decided the issue suo-moto even without there being any averment or prayer in the review petition No. 2026/2022. The review petition clarifies that the issue was not raised by the petitioner.
- 4.3. The manner in which the review petition was filed after a lapse of more than two years from the date of initial order dated 11.02.2020, likewise the instant petition has also been filed after a lapse of more than 6 months after the date of the order which means that the petitioner is habitual of filing the review petition and that too with a long delay. It is germane to mention here that the issue of carrying cost does not arise in the case of RPGs where PPA has been signed through levelized tariff. The sample PPA annexed with the petitioner would reveal that the PPA signed by petitioner has no provision / clause in respect of carrying cost in case of change in law event. The Article 12 of the PPA only provides for the quantum of compensation which shall be determined by the Appropriate Commission. The compensation has already been decided by the Hon'ble Commission vide order dated 27.01.2023 and thus, there is

no contractual obligation on the Respondent in respect of payment of carrying cost pertaining to Change in Law.

- 4.4. According to the PPA Article 12, the petitioner has to first establish its claim with documentary evidence of the increase/ decrease in cost to show the impact of such Change in Law. However, the petitioner has simply filed the petition on hypothetical basis without any data and figures. Therefore, the petition has no legs to stand. Further, the carrying cost is applicable only on deferred payment whereas, the petitioner has not raised any supplementary invoice to the procurer, hence, the claim of carrying cost deserves to be dismissed.
- 4.5. Initial delay of two years was on the part of the petitioner which cannot be attributed to the Respondent and therefore, the Petitioner itself is responsible for the delay caused because the Hon'ble Commission decided the petition No. 2026/2022 within a reasonable time. The petitioner has failed to even show that who has been effected by the Change in Law event. Also as per Article 12 of the PPA, the application was to be filed before the Hon'ble Commission within 60 days from the date of Change in Law. The petitioner never filed this application within required time for which a plea was taken that the members of the petitioner are uneducated which is apparently false because one of the member of the petitioner whose PPA has been annexed herewith had filed a separate petition No. 1964/2021 and who has also argued his case himself. The fact of the matter is that once the issue has been raised before the Hon'ble Commission by way of review petition then again and again it is not justified to raise the issue of carrying cost as it relates to the same issue as decided by the Hon'ble Commission in petition No. 2026/2022.

REJOINDER FILED BY THE PETITIONER:

5. Petitioner in its rejoinder and during hearing submitted as under:
 - 5.1. The petition filed by the Petitioner contains the true narration of facts which has occasioned the initiation of the present proceedings and is backed by sound legal principles.
 - 5.2. The Petitioner as a Samiti in its representative capacity as a legal body has approached the Commission on behalf of all its members who are eligible for compensatory tariff. Respondent has the record of all the members to whom they have given compensatory tariff in terms of the order dated 27.01.2023, which is not only applicable to the members of the Petitioner Samiti but also a judgment in *rem and personam*.
 - 5.3. It is agreed with the respondent that the Commission ought to have decided the payment of carrying cost in order to give complete relief/justice to the Petitioner as sought in Review Petition No.2026/2022 as held by the Hon'ble APTEL in Appeal No.149 of 2017 titled Sasan Power Ltd v/s CERC & Ors as well as the Hon'ble Supreme Court in a catena of judgments that the restitutionary principle contained in the provisions of Power Purchase Agreement gives an inherent jurisdiction to the Regulatory Commission to award carrying costs. It is stated that when the Commission failed to exercise its inherent power, fresh cause of action arose to seek the relief in order to reconstitute the Petitioner to their original financial status as if such Change in law event which was approved by this Commission did not occur at all.
 - 5.4. The Hon'ble Supreme Court following *Energy Watchdog V/s. CERC cited at (2017) 14 SCC 80 in Uttar Haryana Bijli Vitran Nigam Ltd V/s. Adani Power Ltd cited at (2019) 5 SCC 325* has held as follows:

"Art.13.2 of the PPA is an in-built restitutionary principle which compensates the party affected by such change in law and which must restore, through monthly tariff payments, the affected party to the same economic position as if such change in law had not occurred. This would mean that by this clause a fiction is created, and the party has to be put in the same economic position as if such change in law has not occurred i.e.the party must be given the benefit of restitution as understood in civil law."

- 5.5. The Hon'ble Supreme Court in *Uttar Haryana Bijli Vitran Nigam Ltd V/s. Adani Power (Mundra) Ltd & Another* cited at (2023) 2 SCC 624 has held thus:

"20. It is clear that the restitutionary principles encapsulated in Article 13.2 would take effect for computing the impact of change in law. There is no reason to interfere with the impugned judgment, wherein it has been held by the Appellate Tribunal that Respondent 1 A had started claiming change in law event compensation in respect of installation of FGD unit along with carrying cost, right from the year 2012 and that it has approached several fora to get this claim settled. Respondent 1 A finally succeeded in getting compensation towards FGD unit only on 28.03.2018, but the carrying cost was denied. The relief relating to carrying cost was granted to Respondent 1 A by the Appellate Tribunal vide order dated 13.04.2018 which was duly tested by the Supreme Court and upheld on 25.02.2019.

.....Grant of compound interest on carrying cost and that too from the date of occurrence of the change in law event is based on sound logic. The idea behind granting interest on carrying cost is not far to see, it is aimed at restituting a party that is adversely affected by a change in law event and restore it to its original economic position as if such change in law event had not taken place."

"22. We are of the opinion that interest on carrying cost nothing but time value for money and the only manner which a party can be afforded the benefit of restitution every which way..."

"24. The entire concept of restitutionary principle engrained in Article 13 of the PPAs has to be read in correct perspective. The said principle that governs compensating a party for the time value for money, is very same principle that would be invoked and applied grant of interest on carrying cost on account of a change law event."

- 5.6. It is stated that the issue of carrying cost is no longer *Res Integra* as settled by the court of law. The Change in Law is based on Principles of Restitution, a principle of equity generally invoke the adjudicating

authorities to render substantial justice, therefore the Petitioner is entitled for carrying cost as claimed in the present petition.

- 5.7. It is stated that this Commission has already approved the Change in Law events vide order dated 27.01.2023 and in pursuance of the same, claims were already submitted before the Respondent and therefore contention of the Respondent that the Petitioner has to establish its claim, with documentary evidence before this Commission is not a valid and tenable defense but shows the arbitrariness of the Respondent. It is stated that the restitution principle mandates the Respondent to restore back the Petitioner to its original financial state and for that reason payment of carrying cost is the only method. The change in law event has been crystallized by this Hon'ble Commission and therefore the Respondent is duty bound to calculate the amount to be compensated on the basis of the documents submitted before it, including carrying cost and to make the payment promptly, otherwise the same would further attract interest component, which will have an impact on the consumer's supply tariff.
- 5.8. Refusal of the Respondent to pay carrying cost, thereby restoring the generators to its original financial condition, pave way to fresh cause of action, which has been challenged by the Petitioner in the present petition and the Petitioner is not seeking a review of the order dated 27.01.2023 and therefore, the law of limitation has no applicability in the present proceedings. Proceedings.
- 5.9. It is in the interest of justice and equity that the Petition filed by the Petitioner may be allowed and the reliefs as sought in the Petition may be granted to the Petitioner.

COMMISSION'S VIEW:

6. Commission has considered the submissions, replies, rejoinder and oral arguments made on behalf of the Petitioner and Respondents in the Petition and material placed on record.

7. It is the submission of the Petitioner that order passed by the Commission on 27.01.2023 granting relief on account of several change in law events, is silent with respect to carrying cost, which is an inherent element of relief in terms of the PPA provision. According to the petitioner, the issue of carrying cost is no longer *Res Integra* as settled by the court of law. The Change in Law is based on Principles on Restitution, a principle of equity generally invoke the adjudicating authorities to render substantial justice, therefore the Petitioner is entitled for carrying cost as claimed in the Petition.

8. Per Contra, it is the argument of the Respondent that Petitioner is unable to bring in their knowledge the members of the petitioner's samiti who are affected or have a cause of action. According to them, the Commission after granting the full opportunities to the parties passed the order in the matter on 27.01.2023 and the Petitioner by way of the present petition is seeking a review of this order, which is not maintainable. It is also the submission of the Respondent that PPA signed by petitioner has no provision / clause in respect of carrying cost in case of change in law event. The compensation has already been decided by the Hon'ble Commission vide order dated 27.01.2023 and thus, there is no contractual obligation on the Respondent in respect of payment of carrying cost pertaining to Change in Law.

9. Argument is also advanced by the Respondent that according to the PPA Article 12, the petitioner has to first establish its claim with documentary evidence of the increase/ decrease in cost to show the impact of such Change in Law whereas, the petitioner has simply filed the

petition on hypothetical basis without any data and figures. Therefore, the petition has no legs to stand. Further, the carrying cost is applicable only on deferred payment whereas, the petitioner has not raised any supplementary invoice to them.

10. We have gone through the rival submissions and material placed on record before us.

11. It is contended by the Respondent that Petitioner has neither submitted any supplementary bill nor any data. According to their submission, it is also not in their knowledge that which of the farmers of the Association are affected or have a cause of action. However, in this regard, the Petitioner has stated that the change in law events have already been approved by the Commission vide order dated 27.01.2023 and in pursuance of the same, claims were already submitted before the Respondent. Be that as it may be, however, the petitioner has not submitted any documentary evidence on record before us.

12. It is observed from the submissions of the Petitioner that Petitioner samiti in its representative capacity as a legal body has approached the Commission on behalf of all its members who are eligible for compensatory tariff. It is also stated by the Petitioner that Respondent has the record of all the members to whom they have given compensatory tariff. Commission in its order dated 27.01.2023 approved the change in law events directing the RPGs as under:

(d) The RPGs for which relief on account of the Change in law events are admissible as per (b) & (c) above may raise Supplementary Bills in terms of the Article 10.7 of the PPA for payment on account of the Change in Law events recognised as above furnishing the documentary proof exhibiting clear and one to one correlation backed by an auditor certificate and relevant documents to the Discoms in this regard, who, in turn, after due verification will refund the amount which is payable to the RPGs as a result of the above events recognised as the Change in Law events.

13. From the above directions, it is abundantly clear that supplementary bills have to be raised by the individual RPGs as per Article 10.7 of the PPA for payment on account of change in law for which documentary proof exhibiting clear and one to one correlation backed by an auditor certificate and relevant documents are to be submitted by the RPGs to the Discoms in this regard.

14. In the present case the samiti has filed the petition which in our view cannot be aggrieved person to seek the relief. As per directions of the Commission the RPGs have to first raise their claims related to approved change in law events through supplementary bills and in case of any claim raised by them is not paid by the Respondent, then being an aggrieved person individual RPG may approach this Commission. Thus, according to us, there is no locus standii for Samiti in filing the present petition.

15. In view of the above, it is directed that each of the RPG should raise the supplementary bills in accordance with provision of PPA which should be verified on case-to-case basis by the concerned Discom as directed under the Commission's order dated 27.01.2023. In case of any grievance, it is open for the individual RPG to approach the Commission with an appropriate application with requisite details.

16. In terms of the above the Petition is dismissed as devoid of merits.

(Dr. Rajesh Sharma)
Member

(Hemant Kumar Jain)
Member

(Dr. B.N. Sharma)
Chairman