

**BEFORE THE KARNATAKA ELECTRICITY REGULATORY COMMISSION,  
BANGALORE**

**Dated : 30<sup>th</sup> October, 2014**

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|-------------------------------|----------|
| 1. Sri M.R. Sreenivasa Murthy | Chairman |
| 2. Sri H.D. Arun Kumar        | Member   |
| 3. Sri D.B. Manival Raju      | Member   |

**OP No.23/2013**

**BETWEEN:**

Venkateshwara Power Projects Ltd.,  
Having its Registered Office at  
Mahalik Pump, Shirolu (P),  
Taluk Hatkangale,  
District Kolhapur,  
Maharashtra State and  
A Factory at Bedkihal,  
Taluk Chikodi,  
District Belgaum, Karnataka ..  
*(Represented Shri Prabhuling K. Navadgi, Advocate)*

**PETITIONER**

**AND**

- 1) Karnataka Power Transmission Corporation Limited,  
Kaveri Bhavan,  
Bangalore – 560 009.
- 2) Hubli Electricity Supply Company Limited,  
Navanagar,  
Hubli –Dharwad Road,  
Hubli, District Dharwad.
- 3) The State Load Despatch Centre,  
Karnataka Power Transmission Corporation Limited,  
No.6, Race Course Road,  
Bangalore – 560 009 ..  
*[Respondents represented by M/s. ALMT Legal, Advocates]*

**RESPONDENTS**

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1) The Petitioner has filed the present Petition under Section 86(1)(f) of the Electricity Act, 2003, praying for:

- (a) a declaration that the Power Purchase Agreement (PPA) dated 26.10.2004 (ANNEXURE-A) between the Petitioner and Respondent No.2 stood terminated;
- (b) a declaration that the communication dated 28.7.2012 in No.CEE/EE/AEE-3/SLDC/714-715 (ANNEXURE-P1) issued by the 1<sup>st</sup> Respondent is illegal and liable to be set aside;
- (c) a direction to Respondent No.3 to grant open access to the Petitioner for export of power generated from its unit; and
- (d) such other reliefs as may be ordered by this Commission.

2) The material facts urged in the Petition are as follows :

- (a) The Petitioner is a Company incorporated under the provisions of the Companies Act, 1956. It has set up a bagasse-based co-generation plant of 15 Mega Watts (MW) gross capacity, out of which 10 MW is an exportable capacity, at Bedkihal, Taluk Chikodi, District Belgaum, Karnataka – 591214. The Petitioner has entered into the PPA dated 26.10.2004 (ANNEXURE-A) with the 1<sup>st</sup> Respondent for sale of exportable

- energy. The said PPA stood assigned to the 2<sup>nd</sup> Respondent after coming into force of the Electricity Act, 2003, as per a Government Order.
- (b) The Petitioner has urged in its Petition that the 2<sup>nd</sup> Respondent did not adhere to the payment schedule as per Article 6.2 of the PPA for the energy delivered and that the 2<sup>nd</sup> Respondent failed to open a Letter of Credit as per Article 6.5 of the PPA, inspite of a number of representations made by it.
- (c) The Petitioner issued a Default Notice dated 10.11.2008 (ANNEXURE-B) under article 9.3.2 of the PPA to the 2<sup>nd</sup> Respondent, to cure the defaults mentioned therein. It was stated in the Default Notice that the 2<sup>nd</sup> Respondent was due in a sum of Rs.19,22,330/- and that in view of the continued defaults and irregular payments, it was necessary that the 2<sup>nd</sup> Respondent should open a Letter of Credit, which was a material obligation under the PPA.
- (d) The Default Notice was served on the 2<sup>nd</sup> Respondent on 10.11.2008 itself. Even after the lapse of thirty days, the 2<sup>nd</sup> Respondent did not cure the defaults, nor did it respond to the Default Notice.
- (e) The Petitioner has urged that, being left with no other alternative, the Termination Notice dated 31.7.2009 (ANNEXURE-C) was sent to the 2<sup>nd</sup> Respondent and the same was received by the 2<sup>nd</sup> Respondent.

- (f) The Petitioner has further urged that, in view of the termination of the PPA with Respondent No.2, it entered into agreements for sale of electricity to third parties and applied for open access facility. It is urged that the open access application dated 18.8.2009 (ANNEXURE-J) was not granted without valid reasons. Further that the subsequent open access application dated 6.11.2009 (ANNEXURE-L) was rejected, vide letter dated 7.11.2009 (ANNEXURE-M). Another open access application dated 25.6.2012 of the Petitioner was also rejected, vide intimation dated 28.7.2012 (ANNEXURE-P1). The Petitioner again filed another open access application dated 11/13.12.2012, which did not yield fruitful results.
- (g) The Petitioner filed Petition No.309/2009 before the Central Electricity Regulatory Commission (CERC) against the denial of open access to it by the Respondents. The said Petition was dismissed for default and non-prosecution by Order dated 18.6.2010 (ANNEXURE-N). Subsequently, the Petitioner filed another Petition No.134/MP/2013 before the CERC against the denial of open access to it by the Respondents. This subsequent Petition was disposed of as withdrawn, by Order dated 5.9.2013. The Affidavit dated 26.8.2013 filed in Petition No.134/MP/2013, sought permission to withdraw the Petition, with liberty to approach the State Commission regarding the termination of the PPA and the denial of open access, is at ANNEXURE-X. Finally, the Petitioner has filed the present

Petition before this Commission on 13.9.2013 seeking the reliefs mentioned at paragraph-1 above.

3) Upon Notice, the 2<sup>nd</sup> Respondent has appeared through its counsel and filed its statement of objections. The main contentions raised therein are as follows :

(a) The 2<sup>nd</sup> Respondent has contended that it issued reply dated 27.8.2009 (DOCUMENT No.1 annexed to the statement of objections) to the Termination Notice (ANNEXURE-C) of the Petitioner. The said reply reads thus :

*"HESCOM has purchased the power at high cost tariff as per GO No.EN 391 NCE 2008 (2) dtd 17.12.2008 for the period Dec-2008 to May-2009. HESCOM has cleared its obligations for the bills preferred for the rates as per PPA. But due to financial difficulties, payment of the bills claimed at the rates of Rs.6.50 Ps/unit are delayed.*

*Regarding opening & maintaining of letter of Credit, the matter is under discussion in the PCKL/SPPCC. HESCOM has claimed (cleared?) all the pending bills of your firm. You are requested not to take any unilateral decision.*

*We regret any inconvenience caused in the matter."*

The 2<sup>nd</sup> Respondent has contended that as on March, 2014, it has made up-to-date payments to the Petitioner. As regards non-opening of the

Letter of Credit, the 2<sup>nd</sup> Respondent had contended that as per the terms of the PPA, the Petitioner was entitled to invoke the Letter of Credit for encashment, in the event the 2<sup>nd</sup> Respondent failed to make timely payments to the Petitioner. It has also contended that the 2<sup>nd</sup> Respondent opened the Letter of Credit dated 24.7.2013 for a value of Rs.1.42 Crores in favour of the Petitioner and the same has been renewed on 28.3.2014 and that the Petitioner has not invoked the Letter of Credit, which shows that the Petitioner has been paid up-to-date payments for the power supplied. The Letter of Credit and the renewed Letter of Credit are at DOCUMENT Nos.2 and 3, respectively, annexed to the Statement of Objections.

- (b) The 2<sup>nd</sup> Respondent has further contended that inspite of issuance of the Default Notice (ANNEXURE-B) and the Termination Notice (ANNEXURE-C), the Petitioner continued to supply electricity to the 2<sup>nd</sup> Respondent and raised tariff invoices on the 2<sup>nd</sup> Respondent, and that the amounts under the said invoices have been paid by way of electronic transfers. The copies of the invoices raised on the 2<sup>nd</sup> Respondent for the months of October, 2013 to April, 2014 are collectively at DOCUMENT No.4. The 2<sup>nd</sup> Respondent has certified the invoices, raised by the Petitioner, before processing the same. A copy of one such Certificate dated 20.12.2013 is at DOCUMENT No.5. Therefore, according to the 2<sup>nd</sup> Respondent, the Petitioner has, by its conduct, waived and abandoned its alleged Letter of Termination dated 31.7.2009.

(c) The 2<sup>nd</sup> Respondent has further contended that Article 10 of the PPA stipulates that all disputes or differences between the parties arising out of, or in connection with, the PPA shall be first tried to be settled through mutual negotiations, as provided therein, before approaching this Commission. However, without exhausting that remedy available under Article 10 of the PPA, the present Petition has been filed, which according to the 2<sup>nd</sup> Respondent, is premature and is liable to be rejected.

(d) For the above reasons, the 2<sup>nd</sup> Respondent has prayed for dismissal of the Petition.

4) The Petitioner has filed the Rejoinder to the Statement of Objections. It is stated in the Rejoinder that the reply letter dated 27.8.2009 alleged to have been sent to the Petitioner was not received by it. Further, it is stated that the contents in the said reply letter, which stated that payments as against the bills for the rates as per the PPA have been made and payments as per Section 11 rates were delayed, are not true. Further, it is stated that even for the subsequent periods, the payments have not been made regularly and that more than Rs.3.31 Crores as on 31.3.2013 and Rs.7.84 Crores as on 30.6.2014 are due from the 2<sup>nd</sup> Respondent towards the energy supplied. The Petitioner has produced copies of the statements showing the details of delayed payments and the Ledger extract at ANNEXURES – Y, Z and AA, for contending that there were dues as alleged in the Default Notice and also subsequently, up to

30.6.2014. The Petitioner has stated that even though pursuant to the letter of termination, the PPA between the parties gets terminated, till open access is granted, the generating companies are forced to supply energy to the utilities.

5) We have heard the submissions made by the learned counsel for both the parties. They have generally reiterated what they have stated in their respective pleadings.

6) From the rival contentions, the following issues would arise for our consideration :

- (1) Whether the Petition is premature and is liable to be rejected for not invoking Article 10 of the PPA dated 26.10.2004 by the Petitioner?
- (2) Whether the Petitioner has proved that the PPA dated 26.10.2004 has been validly terminated?
- (3) Whether the continued supply of energy and receipt of payments for the same by the Petitioner, despite its claim that the PPA had been validly terminated, would amount to waiver or abandonment of the termination of the PPA?



- (4) Whether there are any delay and laches on the part of the Petitioner, which would disentitle it from seeking the reliefs prayed for in the Petition?
- (5) What Order?
- 7) After considering the submissions of the learned counsel for both the parties and the material placed on record by them, our findings on the above issues are as follows.
- 8) **ISSUE No.(1) :**
- (a) Article 10.1 of the PPA states that, "all disputes or differences between the parties arising out of, or in connection with, this agreement shall be first tried to be settled through mutual negotiations." The subsequent provisions in Article 10 of the PPA provide for various steps to be taken by both parties for resolving the disputes amicably. Finally, the said Article provides that, in the event such differences of disputes are not settled through mutual negotiations, such disputes shall be got adjudicated by the Commission in accordance with law.
- (b) Any generator or licensee has a legal right to approach this Commission for adjudication of disputes, if any, between them, as provided under Section 86(1)(f) of the Electricity Act, 2003, even without attempting for

settlement of disputes through mutual negotiations. This right cannot be taken away by inserting any term contrary to it in the contract. Nevertheless, in a contract, a clause is provided for settlement of disputes through mutual negotiations and conciliation, in order to give an opportunity to one party to consider the merits or otherwise of his defence against the claim of the other party. Therefore, if a party, without availing the opportunity of settlement of disputes through mutual negotiations and conciliation, directly approaches the Commission, he may not be entitled to the cost of the litigation, even if he succeeds in the case. Hence, the contention of the 2<sup>nd</sup> Respondent that the Petition is premature and is liable to be rejected, cannot be accepted. Accordingly Issue No.(1) is held in negative.

9) **ISSUE No.(2) :**

- (a) Before dealing with this issue, it is necessary to notice the relevant terms contained in Article 9 of the PPA regarding 'Term, Termination and Default', which are reproduced below :

*"9.1 **Term of Agreement** : This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of twenty (20) years from the Scheduled Date of*

Completion and may be renewed for such further period of ten (10) years and on such terms and conditions as may be mutually agreed upon between the Parties, ninety (90) days prior to the expiry of the said period of twenty (20) years.

## 9.2 **Events of Default:**

9.2.1 Company's Default :           XXX           XXX           XXX

9.2.2 Corporation's Default : *The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Corporation:*

- a. *Failure or refusal by Corporation to perform its financial and other material obligations under this Agreement.*
- b. *In the event of any payment default by the Corporation for a continuous period of three months, the Company shall be permitted to sell power to third parties by entering into a Wheeling and Banking Agreement with the Corporation for which it shall pay wheeling, banking and any other charges to the Corporation at the rates applicable from time to time and as approved by the Commission, based on the month end balance of the energy banked.*

### 9.3 **Termination:**

9.3.1 **Termination for Company's Default :**       XXX   XXX

9.3.2 **Termination for Corporation's Default :** Upon the occurrence of an Event of Default as set out in sub-clause 9.2.2 above, the Company may deliver a Default Notice to Corporation in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon Corporation to remedy the same.

*At the expiry of 30 (thirty) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the Default Notice has been remedied, Company may deliver a Termination Notice to Corporation. Company may terminate this Agreement by delivering such a Termination Notice to Corporation and intimate the same to the Commission. Upon delivery of the Termination Notice this Agreement shall stand terminated and Company shall stand discharged of all its obligations.*

*Where a Default Notice has been issued with respect to an Event of Default, which requires the co-operation of both Company and Corporation, to remedy, Company shall render all reasonable co-operation to enable the Event of Default to be remedied."*

- (b) The Statement of Objections of the 2<sup>nd</sup> Respondent or its reply dated 27.8.2009 (DOCUMENT No.1) in respect of the Default Notice or the Termination Notice, do not make out any valid ground for holding that the termination of the PPA was invalid. In the Default Notice, the Petitioner has urged that a sum of Rs.19,22,330/- was not paid for a long time, and that the Letter of Credit was not opened, as required under the PPA. These events of default have not been really disputed by the 2<sup>nd</sup> Respondent. The Default Notice was issued on 10.11.2008, claiming the aforesaid mount as the arrears for the power supply as on that date. The reply of the 2<sup>nd</sup> Respondent to the said Default Notice does not specifically deny the existence of such arrears, but it refers only to certain amounts that became subsequently due for the power purchased as per the Government Order dated 17.12.2008. This position is not improved even in the Statement of Objections of the 2<sup>nd</sup> Respondent. As regards the non-opening of the Letter of Credit, the same is not disputed by the 2<sup>nd</sup> Respondent. For these reasons, the learned counsel for the Petitioner submitted that, as the defaults mentioned in the Default Notice had not been remedied by the 2<sup>nd</sup> Respondent, the Petitioner had validly terminated the PPA by issuing the Termination Notice (ANNEXURE-C) as required under the terms of the PPA.
- (c) However, on the facts of the present case, before concluding on the validity of the PPA, we have to examine whether the Termination Notice

issued by the Petitioner has really complied with the true essence of the provisions contained in Article 9.3.2 of the PPA. The Petitioner has issued the Default Notice dated 10.11.2008 and it was served on the 2<sup>nd</sup> Respondent on the same day. Within thirty days, i.e., before 10.12.2008, the 2<sup>nd</sup> Respondent was required to remedy the defects. Admittedly, the parties had no other agreement regarding the curing of the defaults. Therefore, one can say that the Petitioner had the right to issue the Termination Notice on 11.12.2008. However, it could be seen that the Termination Notice dated 31.7.2009 was served on the 2<sup>nd</sup> Respondent only on 4.8.2009, i.e., after more than seven and-a-half months from the date on which the Petitioner could have issued the Termination Notice. Paragraph-2 of Article 9.3.2 of the PPA does not specifically prescribe a time limit within which a Termination Notice is to be issued after accrual of the right to issue the same. In our considered view, the Termination Notice should be issued soon after the accrual of the right for issuance of the Termination Notice. There cannot be an inordinate delay in issuing the Termination Notice when a party becomes entitled to issue the Termination Notice. If it is to be interpreted that a Termination Notice could be issued at any time during the remaining term of the PPA, it may result in the generator being conferred with unrestricted powers of having the option to exercise his right of termination of the Agreement whenever he chooses to do so, and the other party being put to a disadvantageous position, both financially and commercially. The party, who has not cured the defaults, would not get an opportunity to cure the defaults, without

there being any fear of termination, during the remaining term of the contract, though the contract subsists. There would be uncertainty in supply of power by the generator as per the contract and the other party would not be able to arrange for alternative source of power, either on a short-term or long term basis, adversely affecting his business. Deprivation of such a right of a party to the contract could not have been intended by the parties at the time of entering into the contract. Therefore, necessarily, it should be construed that the Termination Notice should be served on the defaulting party within a reasonable time after the right to issue such Termination Notice accrues. Supposing that the Termination Notice is not issued within a reasonable time after the accrual of such right, the right to issue Termination Notice should lapse. In such a case, if the default continues, the other party is entitled to issue a fresh Default Notice, calling upon the defaulting party to cure the defaults. This would give a fresh right to issue the Termination Notice, if the defaults are not cured within the time specified in the agreement. What is 'reasonable time' within which the Termination Notice should be issued depends on the facts and circumstances of each case.

- (d) In the present case, the PPA was executed on 26.10.2004. The term of the PPA is twenty years from the Commercial Operation Date (COD) and may be renewed for a further period of ten years on such terms and conditions as may be agreed to between the parties, unless the agreement is terminated pursuant to the other provisions of the PPA. Article 9.2.2(b) of

the PPA provides that in the event of any payment default by the 2<sup>nd</sup> Respondent for a continuous period of three months, the Petitioner should be permitted to sell the energy to third parties. In such an event, the PPA need not be terminated. The PPA also provides that, where a Default Notice has been issued with respect to an Event of Default, which requires the cooperation of the other party to remedy, the other should render all reasonable cooperation to enable the event of default to be remedied. The time provided for curing the defect is thirty days from the date of receipt of the Default Notice. Therefore, we are of the view that about four weeks could be taken as 'reasonable time' for issuing the Termination Notice, after accrual of the right to issue such Termination Notice. At any rate, a period of more than seven and-a-half months for issuing Termination Notice cannot be treated as 'reasonable time'. The Petitioner has pleaded that there was a Government Order issued under Section 11 of the Electricity Act for supply of energy to the State grid during the period between 17.12.2008 and 1.6.2009. However, this fact cannot be considered to be relevant for not issuing the Termination Notice by the Petitioner, soon after the expiry of the thirty days period under the Default Notice. For the above reasons, we hold that the PPA has not been validly terminated by the Petitioner. Accordingly Issue No.(2) is answered in negative.



10) **ISSUE No.(3)** :

This issue is framed on the basis of the pleadings of the 2<sup>nd</sup> Respondent. The substance of the contentions of the 2<sup>nd</sup> Respondent is that, assuming that there was termination of the PPA at one stage, the subsequent conduct of the Petitioner in supplying the energy and receiving payments for the same, would amount to waiver or abandonment of the termination of the PPA. In other words, it is contended that the PPA would revive in such circumstances. The learned counsel for the Petitioner contended that the subsequent conduct of the Petitioner does not nullify termination of the PPA, nor does it revive the terminated PPA. The learned counsel for the Petitioner relied upon the decision of this Commission in OP No.5/2012, in the case of *Shree Dudhganga Krishna Sahakari Sakkare Karkhane Niyamith -Vs- HESCOM and another*, decided on 13.12.2012. We accept the above contention of the learned counsel for the Petitioner. However, this finding does not result in any relief to the Petitioner, in view of our finding on Issue No.(2).

11) **ISSUE No.(4)** :

- (a) This issue is framed based on the facts and circumstances placed on record by the parties in this case. The Petitioner has contended that the Termination Notice was served on 2<sup>nd</sup> Respondent on 4.8.2009, terminating the PPA. The 2<sup>nd</sup> Respondent, rightly or wrongly, has denied the termination of the PPA by its reply Notice dated 27.8.2009. The Petitioner

had applied for grant of 'NOC' for open access on 18.8.2009 (ANNEXURE-J). This request was rejected on the ground that there existed a PPA between the Petitioner and the 2<sup>nd</sup> Respondent in respect of the energy to be wheeled. Subsequently, the Petitioner filed another application for 'NOC' for open access on 6.11.2009 (ANNEXURE-L). This request was also rejected on 7.11.2009 (ANNEXURE-M), on the ground that the Petitioner was having a valid PPA with the 2<sup>nd</sup> Respondent. The subsequent applications of the Petitioner for grant of 'NOC' for open access were also rejected on the same ground. Later, the Petitioner had approached the Central Electricity Regulatory Commission (CERC) against the refusal of open access, as the open access requested was inter-State open access. Before the CERC also, the 2<sup>nd</sup> Respondent contended about the subsistence of the PPA. Therefore, it is clear that from the date of reply Notice, viz., from 27.8.2009, or from the rejection of the application for grant of 'NOC' for open access on 7.11.2009 (ANNEXURE-M), the Petitioner must have known that the 2<sup>nd</sup> Respondent was denying the validity of the termination of the PPA. Therefore, the cause of action for filing a Petition before the Commission, praying for a declaration of the validity of termination of the PPA would arise at least on 7.11.2009. However, the Petitioner has filed the present Petition on 3.9.2013, i.e., after a period of more than three years and ten months from the date of cause of action.

- (b) Now, it is established that, though the Limitation Act is not applicable for the claims made before the Commission, the principles of delay and laches are applicable. On the question as to what is 'reasonable time' to file a claim before any Forum, for which the Limitation Act is not applicable, the principles stated in the decision reported in (2000) 2 SCC 628, between *Corporation Bank and another -Vs- Navin J. Shah*, read thus:

*"...What is reasonable time to lay a claim depends upon the facts of each case. In the legislative wisdom, three years' period has been prescribed as the reasonable time under the Limitation Act to lay a claim for money. We think that period should be appropriate standard adopted for computing reasonable time to raise a claim in a matter of this nature. For this reason also we find that the claim made by the respondent ought to have been rejected by the Commission."*

- (c) The limitation prescribed under the Limitation Act for filing a Suit for declaration as to any disputed right is three years from the date of denial of such right. The Petitioner should have filed the present Petition for declaration of validity of the termination of the PPA within three years from the date of cause of action, i.e., from 7.11.2009. However, the Petitioner has filed the present Petition after a lapse of more than three years and ten months from the date of arising of cause of action for filing the present

Petition, thereby there is a delay of nearly ten months in filing the Petition before this Commission, after a reasonable period of three years.

- (d) In the context of the present issue, it is necessary to note one more fact which is on record. The Petitioner filed Petition No.309/2009 before the Central Electricity Regulatory Commission (CERC) against the denial of open access to it by the Respondents. The said Petition was dismissed for default and non-prosecution by Order dated 18.6.2010 (ANNEXURE-N). Subsequently, the Petitioner filed another Petition No.134/MP/2013 before the CERC against the denial of open access to it by the Respondents. This subsequent Petition was disposed of as withdrawn, by Order dated 5.9.2013. The material paragraphs of the said Order dated 5.9.2013 of the CERC read thus:

*"2. During the course of hearing on 8.8.2013, the Commission directed the petitioner to file the latest position as to whether the petitioner has valid PPA with the Distribution Company and status of open access granted to the petitioner.*

*3. The petitioner vide its affidavit dated 26.8.2013 has sought permission to withdraw the present petition with liberty to approach the State Commission regarding the termination of Power Purchase Agreement and the denial of open access by the SLDC, Karnataka.*

4. *The prayer of the petitioner is allowed. Accordingly, Petition No.134/MP/2013 is disposed of as withdrawn. The petitioner is at liberty to approach the State Commission for redressal of its grievances in accordance with law."*

In our considered view, the above Order of the CERC does not entitle the Petitioner to claim condonation of any delay in filing the present Petition before this Commission. The CERC has not condoned any delay and it had no occasion to pass any Order for condonation of delay in filing the present Petition before this Commission. CERC has specifically observed that, "the petitioner is at liberty to approach the State Commission for redressal of its grievances in accordance with law." Hence, the question of laches and delay in filing the present Petition can be considered by this Commission in accordance with law. Therefore, we are of the view that the present Petition is to be rejected on the ground of delay and laches itself. Accordingly, Issue No.(4) is answered in the affirmative.

12) **ISSUE No.(5) :**

For the foregoing reasons, we pass the following :

**ORDER**

The Petition is dismissed. The Petitioner is not entitled to any of the reliefs sought in the Petition.

Sd/-	Sd/-	Sd/-
(M.R. SREENIVASA MURTHY) CHAIRMAN	(H.D. ARUN KUMAR) MEMBER	(D.B. MANIVAL RAJU) MEMBER