

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

Dated : 5th December, 2017

Present:

Shri M.K. Shankaralinge Gowda	..	Chairman
Shri H.D. Arun Kumar	..	Member
Shri D.B. Manival Raju	..	Member

OP No. 32/2017

BETWEEN:

JSW Power Trading Company Limited,
JSW Centre,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051.

.. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

- 1) Hubli Electricity Supply Company Limited,
P.B. Road, Navanagar,
Hubballi – 580 025.
- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building,
Cauvery Bhavan,
Bengaluru – 560 009.

.. **RESPONDENTS**

*[Respondent 1 is represented by Justlaw, Advocates,
Respondent 2 is represented by Induslaw, Advocates]*

OP No. 33/2017**BETWEEN:**

JSW Power Trading Company Limited,
 JSW Centre,
 Bandra Kurla Complex,
 Bandra (East)
 Mumbai – 400 051.

..

PETITIONER

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

1) Mangalore Electricity Supply Company Limited,
 MESCOM Bhavana,
 Kavoor Cross Road,
 Bejai, Mangaluru – 575 004.

2) Power Company of Karnataka Limited,
 Room No.501, 5th Floor,
 KPTCL Building
 Cauvery Bhavan,
 Bengaluru – 560 009.

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RESPONDENTS

*[Respondent 1 is represented by Justlaw, Advocates,
 Respondent 2 is represented by Induslaw, Advocates]*

OP No. 34/2017**BETWEEN:**

JSW Power Trading Company Limited,
 JSW Centre,
 Bandra Kurla Complex,
 Bandra (East)
 Mumbai – 400 051.

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PETITIONER

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

1) Chamundershwari Electricity Supply Corporation Limited,
 No.29, Kaveri Grameena Bank Road,
 Vijayanagar, 2nd Stage,
 Mysuru – 570 019.

OP Nos. 32/2017 to 40/2017, 43/2017 and 44/2017

- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009. .. **RESPONDENTS**

*[Respondent 1 is represented by Justlaw, Advocates,
Respondent 2 is represented by Induslaw, Advocates]*

OP No. 35/2017

BETWEEN:

- JSW Power Trading Company Limited,
JSW Centre,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051. .. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

- 1) Gulbarga Electricity Supply Company Limited,
Station Road,
Kalaburagi – 585 102.
- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009. .. **RESPONDENTS**

*[Respondent 1 is represented by Shri G.S. Kannur, Advocate,
Respondent 2 is represented by Indus Law, Advocates]*

OP No. 36/2017

BETWEEN:

- JSW Energy Limited,
JSW Centre,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051. .. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

- 1) Gulbarga Electricity Supply Company Limited,
Station Road,
Kalaburagi – 585 102.
- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009.

.. **RESPONDENTS**

*[Respondent 1 is represented by Shri G.S. Kannur, Advocate,
Respondent 2 is represented by Induslaw, Advocates]*

OP No. 38/2017**BETWEEN:**

JSW Energy Limited,
JSW Centre,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051.

.. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

- 1) Hubli Electricity Supply Company Limited,
P.B. Road, Navanagar,
Hubballi – 580 025.
- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009.

.. **RESPONDENTS**

*[Respondent 1 is represented by Justlaw, Advocates,
Respondent 2 is represented by Induslaw, Advocates]*

OP No. 39/2017**BETWEEN:**

JSW Energy Limited,
 JSW Centre,
 Bandra Kurla Complex,
 Bandra (East)
 Mumbai – 400 051.

.. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

1) Mangalore Electricity Supply Company Limited,
 MESCOM Bhavana,
 Kavoor Cross Road,
 Bejai,
 Mangaluru – 575 004.

2) Power Company of Karnataka Limited,
 Room No.501, 5th Floor,
 KPTCL Building
 Cauvery Bhavan,
 Bengaluru – 560 009.

.. **RESPONDENTS**

*[Respondent 1 is represented by Justlaw, Advocates,
 Respondent 2 is represented by Induslaw, Advocates]*

OP No. 40/2017**BETWEEN:**

JSW Energy Limited,
 JSW Centre,
 Bandra Kurla Complex,
 Bandra (East)
 Mumbai – 400 051.

.. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

1) Bangalore Electricity Supply Company Limited,
 K.R. Circle,
 Bengaluru – 560 001.

OP Nos. 32/2017 to 40/2017, 43/2017 and 44/2017

- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009.

.. **RESPONDENTS**

*[Respondent 1 is represented by Justlaw, Advocates,
Respondent 2 is represented by Induslaw, Advocates]*

OP No. 43/2017

BETWEEN:

JSW Energy Limited,
JSW Centre,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051.

.. **PETITIONER**

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

- 1) Chamundershwari Electricity Supply Corporation Limited,
No.29, Kaveri Grameena Bank Road,
Vijayanagar, 2nd Stage,
Mysuru – 570 019.

- 2) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009.

.. **RESPONDENTS**

*[Respondent 1 is represented by Justlaw, Advocates,
Respondent 2 is represented by Induslaw, Advocates]*

OP No. 37/2017**BETWEEN:**

JSW Energy Limited,
JSW Centre,
Bandra Kurla Complex,
Bandra (East)
Mumbai – 400 051.

..

PETITIONER

[Petitioner is represented by Navayana Law Offices, Advocates]

AND:

- 1) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009.
- 2) Bangalore Electricity Supply Company Limited,
K.R. Circle,
Bengaluru – 560 001.
- 3) Chamundershwari Electricity Supply Corporation Limited,
No.29, Kaveri Grameena Bank Road,
Vijayanagar, 2nd Stage,
Mysuru – 570 019.
- 4) Mangalore Electricity Supply Company Limited,
MESCOM Bhavana,
Kavoor Cross Road,
Bejai,
Mangaluru – 575 004.
- 5) Gulbarga Electricity Supply Company Limited,
Station Road,
Kalaburagi – 585 101.
- 6) Hubli Electricity Supply Company Limited,
P.B. Road, Navanagar,
Hubballi – 580 025.

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RESPONDENTS

*[Respondent 1 is represented by Induslaw, Advocates,
Respondent 2, 4 & 6 are represented by Justlaw, Advocates,
Respondent 5 is represented by Shri G.S. Kannur, Advocate]*

OP No. 44/2017**BETWEEN:**

- 1) NSL Sugars Limited,
60/1, 2nd Cross,
Residency Road,
Bengaluru 0 560 025.
- 2) NSL Sugars (Tungabhadra) Limited,
Siruguppa Taluk, Desanur,
Ballari – 583 140.

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PETITIONERS*[Petitioners are represented by A K Law Chambers, Advocates]***AND:**

- 1) Power Company of Karnataka Limited,
Room No.501, 5th Floor,
KPTCL Building
Cauvery Bhavan,
Bengaluru – 560 009.
- 2) Bangalore Electricity Supply Company Limited,
K.R. Circle,
Bengaluru – 560 001.
- 3) Chamundershwari Electricity Supply Corporation Limited,
No.29, Kaveri Grameena Bank Road,
Vijayanagar, 2nd Stage,
Mysuru – 570 019.
- 4) Gulbarga Electricity Supply Company Limited,
Station Road,
Kalaburagi – 585 102.
- 5) Hubli Electricity Supply Company Limited,
P.B. Road, Navanagar,
Hubballi – 580 025.

- 6) Mangalore Electricity Supply Company Limited,
 MESCOM Bhavana,
 Kavour Cross Road,
 Bejai,
 Mangaluru – 575 004.

.. **RESPONDENTS**

*[Respondents- 1 and 3 are represented by Induslaw, Advocates,
 Respondent- 4 is represented by Shri G.S. Kannur, Advocate,
 Respondents- 2, 5 and 6 are represented by Justlaw, Advocates]*

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COMMON ORDER

- 1) This Common Order is being passed in the above-mentioned Petitions, as they involve common questions of law and facts.
- 2) The reliefs claimed in the above Petitions (except in OP No.37/2017) may be stated as follows :
 - (a) To set aside the illegal adjustment made by the Electricity Supply Companies (ESCOMs), communicated vide letters dated 06.10.2016 to the JSW Power Trading Company Limited (JSWPTCL) and NSL Sugars Limited (NSLSL);
 - (b) To direct the ESCOMs concerned to pay the amounts towards: (1) the energy supplied by the Petitioners; and (2) the compensation for the loss occasioned as a result of backing down directions instructions, issued by The ESCOMs, while the Section 11 Order was in force, as detailed below :

Sl. No.	OP No.	Petitioner	Amount (in `) towards		ESCOM
			Energy Supplied	Compensation for loss caused due to the backing down instructions issued by the ESCOMs	
1	32/2017	JSWPTCL	66,54,85,081	-	HESCOM
2	33/2017	JSWPTCL	2,17,78,979	-	MESCOM
3	34/2017	JSWPTCL	8,99,99,999	-	CESC
4	35/2017	JSWPTCL	2,33,19,902	-	GESCOM
5	36/2017	JSWEL	23,33,47,612	29,67,30,539	GESCOM
6	38/2017	JSWEL	32,61,31,336	37,28,75,677	HESCOM
7	39/2017	JSWEL	1,31,17,744	15,48,41,531	MESCOM
8	40/2017	JSWEL	1,15,48,435	91,04,05,403	BESCOM
9	43/2017	JSWEL	9,13,12,685	22,76,50,413	CESC
10	44/2017	NSL Sugars	8,37,73,806	-	All ESCOMs

- (c) To direct payment of interest at the rate of 15% per annum from the respective dates of filing of the Petitions till the date of actual payment of the amounts due.
- 3) In OP No.37/2017 filed by the JSW Energy Limited (JSWEL), the Petitioner has sought for the following reliefs :
- (a) To direct the Respondents not to set off / adjust any claim arising dehors of the Power Purchase Agreement (PPA) dated 13.01.2017 against the energy bills raised by the Petitioner;
- (b) To direct the Respondents to make payments of energy bills that are raised under the PPA dated 13.01.2017; and,

- (c) To pass such other and incidental Orders.
- 4) The material facts for understanding the controversies involved between the parties in the above Petitions may be stated as follows:
- (a) (i) The JSWPTCL is a Company incorporated under the provisions of the Companies Act, 1956 and is having an Inter-State Trading Licence to undertake trading in electricity. The JSWEL is a Company registered under the provisions of the Companies Act, 1956 and is a Generating Company within the meaning of Section 2(28) of the Electricity Act, 2003 (hereinafter referred to as the 'Act, 2003'). The JSWEL owns and operates, *inter alia*, the Generating Stations in the State of Karnataka, with an installed capacity of 860 MW.
- (ii) The NSL Sugars Limited and the NSL Sugars (Tungabhadra) Limited are Sister-Companies, registered under the provisions of the Companies Act, 1956. They are engaged in the business of manufacturing of sugar, ethanol, etc., and they have also established Bagasse-based Co-generation Power Plants in the Sugar Factories at Koppa in Mandya District, Aland in Gulbarga District and Siraguppa (Tungabhadra) in Ballari District of the Karnataka State.

- (iii) The Power Company of Karnataka Limited (PCKL) is the Nodal Agency for all the ESCOMs (Distribution Licensees) in Karnataka, for procurement of power.
- (b) (i) The PCKL, on behalf of the ESCOMs, initiated the bidding process for purchase of short-term power, for the period from 25.08.2015 to 31.05.2016. Among others, the JSWPTCL participated in the bidding process and was declared as a 'successful bidder' and a Letter of Intent (LoI) dated 21.08.2015 was issued for supply of 300 MW power from the generation source of the JSWEL (Tungabhadra Unit), for the period from 25.08.2015 to 31.05.2016 and it entered into a PPA dated 31.08.2015 with the ESCOMs.
- (ii) In the same way, the NSL Sugars also participated in the bidding process for procurement of short-term power and it was issued with a LoI for supply of power as stated in the LoI, for the period from 25.08.2015 to 31.05.2016 and it entered into a PPA dated 31.08.2015 with the ESCOMs.
- (iii) The tariff discovered during the above short-term procurement was `5.08 per unit in respect of the successful bidders.
- (c) (i) The Government of Karnataka, under Section 11(1) of the Electricity Act 2003, issued an Order bearing No.EN 11 PPC 2015 dated 16.09.2015 (hereinafter referred to as the 'Section 11 Order'), directing all the

Generating Companies in the State of Karnataka to operate and maintain their Generating Stations to the maximum exportable capacity, with immediate effect, at the provisional tariff of `5.08 per unit, subject to determination of final tariff by this Commission.

(ii) The JSWEL as well as the NSL Sugars supplied power to the State Grid as per the directions issued in the Section 11 Order.

(iii) This Commission, in OP No.33/2015 and other connected cases, had determined the tariff at the rate of `4.67 per unit for the energy supplied by the Generators, as per the Government Order issued under Section 11(1) of the Act, 2003.

(d) The States of Andhra Pradesh and Telangana had initiated the bidding process for procurement of power for the period from 29.05.2015 to 26.05.2016. In the above-said bidding process, the JSWPTCL as well as the NSL Sugars had secured the contracts for supply of power to the Andhra Pradesh and the Telangana States. They had also entered into the PPAs with the Distribution Licensee of the said States, in the year 2014. Accordingly, they had also obtained the Medium-Term Open Access (MTOA) approval from the Power Grid Corporation of India Limited, much earlier to the Section 11 Order dated 16.09.2015. In the MTOA approval, the location of the Generating Stations of the JSWPTCL was shown as the JSWEL,

Torangallu Unit in Karnataka, and for NSL Sugars, the location was shown as the NSL Sugars, Koppa Unit, Tungabhadra Unit and Aland Unit in Karnataka. The Petitioners and the Respondents were at consensus that the sale of power by the JSWPTCL and the NSL Sugars under the MTOA approval to the States of Andhra Pradesh and Telangana was not affected even after the issuance of the Section 11 Order by the Government of Karnataka.

- (e) During the period when the JSWPTCL and the NSL Sugars were supplying power to the Distribution Licensees of the Andhra Pradesh and the Telangana States, the Distribution Licensees of the said States backed down different quantities of power agreed to be supplied to them for a certain period. The quantum of power so backed down by the Distribution Licensees of the Andhra Pradesh and the Telangana States was supplied to the State Grid in Karnataka by the JSWEL and the NSL Sugars, in pursuance of the directions given by the Government of Karnataka in the Section 11 Order.
- (f) (i) Under the contracts entered into with the Distribution Licensees of the Andhra Pradesh and the Telangana States, the JSWPTCL and the NSL Sugars were entitled to get compensation in the event of the agreed quantum of power not being off-taken by the said Distribution Licensees. Therefore, admittedly, the JSWPTCL and the NSL Sugars were entitled to get certain compensation as per the terms of the PPAs entered into with the Distribution Licensees of the said States.

- (ii) For the energy supplied (due to back down) under the Section 11 Order by the JSWEL and the NSL Sugars, the ESCOMs are liable to pay the energy charges at `4.67 per unit fixed by this Commission.
- (iii) However, the HESCOM and the CESC had not fully cleared the balance in respect of the energy supplied by the JSWEL under the Section 11 Order.
- (iv) Similarly, the HESCOM had not fully cleared the balance in respect of the energy supplied by the NSL Sugars under the Section 11 Order.
- (v) In the same way for the energy supplied by the JSWPTCL and the NSL Sugars under the short-term PPAs, some ESCOMs had not cleared the dues.
- (g) The PCKL and the ESCOMs have contended that, the said generators, viz., the JSWEL and the NSL Sugars, should have passed on the benefit derived by them towards compensation for backing down of power by the Distribution Licensees of the Andhra Pradesh and the Telangana States, to the ESCOMs of Karnataka.
- (h) The NSL Sugars (Koppa Unit) has entered into Medium Term PPAs dated 02.01.2017 with the ESCOMs of Karnataka for a period of five years. The

JSWEL has entered into a short-term PPA dated 13.01.2017 with the ESCOMs for supply of energy for the period from 07.01.2017 to 31.05.2017. These Generators have supplied power under the said PPAs. OP No.37/2017 is filed by the JSWEL, seeking for a direction not to set off/adjust the claim towards compensation for the back down power.

- (j) The PCKL had issued the letters dated 06.10.2016 to the JSWPTCL and the NSL Sugars Limited, narrating the events and claiming that these Generating Companies should have passed on the benefit of compensation payable by the Distribution Licensees of the Andhra Pradesh and the Telangana States, to the ESCOMs of Karnataka, and in the absence of such an action on the part of these Generating Stations, the compensation amounts, as indicated at Paragraph-13 of the said letters, are adjusted against the pending bills of these Generators. The said letters dated 06.10.2016 read thus :

**"No: PCKL/A12/10/2016-17/
Encl: Two**

06-10-2016

M/s. NSL Sugars Ltd.

NSL Icon, 8-2-684/2/A,

Road No. 12, Banjara Hills,

Hyderabad – 500 034.

Sub.: Scheduling of MTOA quantum to Telangana and

Andhra Pradesh by M/s. NSL Sugars Ltd.

1. Attention is invited to the Short Term Bid invited by PCKL for procurement of power for the period from 27th August 2015 to 31st May 2016. Your Company had participated against the said Notification and offered the following quantum from their NSL Koppa and Thungabhadra plant:

Suppliers Name	Location of the plant	Quantum offered to PCKL bid	Period
M/s. NSL Sugars, Koppa	NSL Sugars Ltd (Koppa unit, Karnataka)	5	27.08.2015 to 15.03.2016
		7.22	1.5.2016 to 26.05.2016
M/s. NSL Sugars, Thungabhadra	NSL Sugars Ltd (Tungabhadra unit, Karnataka)	8.14	27.08.2015 to 14.10.2015
		14.26	15.10.2015 to 14.11.2015
		5.66	15.11.2015 to 15.4.2016
		8.14	16.4.2016 26.5.2016

2. Incidentally, GoK vide order dated 16.09.2015 invoked Section-11 as per Electricity Act 2003 directing all the State Generators to operate and maintain their Generating Stations to their Maximum Exportable Capacity from 16.09.2015.
3. Accordingly M/s. NSL Sugar Ltd had supplied energy under Section-11 from their Koppa, Thungabhadra and Aland Plant from 18.09.2015 to 31.05.2016 as detailed below:

Name of the supplier	Energy supplied as per B Form	Energy supplied under MTOA/STOA to TSDISCOMS(Telangana) and ADDISCOMS(Andhra Pradesh) Ex-Bus	Energy supplied under Short Term to ESCOMs of Karnataka	Energy supplied under Section 11

Name of the supplier	Energy supplied as per B Form	Energy supplied under MTOA/STOA to TSDISCOMS(Telangana) and ADDISCOMS(Andhra Pradesh) Ex-Bus	Energy supplied under Short Term to ESCOMs of Karnataka	Energy supplied under Section 11
M/s. NSL Sugars, Koppa	93511692	38005899	26055280	29450513
M/s. NSL Sugars, Thungabhadra	127392267	50989338	44156720	32245136
M/s. NSL Sugars, Aland	148862092.5	52688394.5	0	96173698

4. However during the same period, M/s. NSL Sugar Ltd has agreed to supply of power with Southern Power Distribution Company of AP Ltd and Telangana DISCOMs. The following quantum of power has been agreed to be supplied on Firm Basis from M/s. NSL Sugars plants in Karnataka for the period from 29.5.2015 to 26.05.2016:

Period	Quantum (MW)	ESCOMs	Duration(Hrs)	Rate at Delivery point(Rs/kwh)*	Approval date
NSL Aland					
29.5.15 to 10.6.15	30.1	TSDISCOMs (Telangana)	RTC	6.45	Lt No. CGM/Comml & RAC/SE/IPC/FNSL/DNO. 3061/14, dated 3.11.2014
1.7.15 to 14.10.15	30.1	TSDISCOMs (Telangana)	RTC	6.45	
15.10.15 to 15.4.16	16.9	TSDISCOMs (Telangana)	RTC	6.45	
16.4.16 to 26.5.16	30.1	TSDISCOMs (Telangana)	RTC	6.45	
NSL Koppa					
29.05.15 to 10.06.15	16.38	APDISCOMS (Andhra Pradesh)	RTC	5.90	Lt No CGM/P&MMIPC/SPDCL/Tender.182/F-NSL

Period	Quantum (MW)	ESCOMs	Duration(Hrs)	Rate at Delivery point(Rs/kwh)*	Approval date
01.07.15 to 31.07.15	16.38	APDISCOMS (Andhra Pradesh)	RTC	5.90	Sugars (Koppa)/D.No. 181/15, Dt. 10.06.15.
01.08.15 to 15.03.16	8.51	APDISCOMS (Andhra Pradesh)	RTC	5.90	
16.03.16 to 26.05.16	16.38	APDISCOMS (Andhra Pradesh)	RTC	5.90	
NSL Thungabhadra					
29.5.15 to 31.05.15	16.96	APDISCOMS (Andhra Pradesh)	RTC	5.90	Lt No CGM/P&MMIPC/SPDCL/Tender.182/F-NSL Sugars (Thungabhadra)/D.No.180/15 Dt. 10.06.15.
21.06.15 to 14.10.15	16.96	APDISCOMS (Andhra Pradesh)	RTC	5.90	
15.10.15 to 15.04.16	11.14	APDISCOMS (Andhra Pradesh)	RTC	5.90	
16.04.16 to 26.05.16	16.96	APDISCOMS (Andhra Pradesh)	RTC	5.90	

*Delivery Point-regional periphery

5. To meet the said contractual obligation, M/s. NSL Sugar Ltd had obtained Medium Term Open Access from Power Grid. The quantum approved under MTOA is as below: **(Annexure-A)**

Name of the applicant	Location of the generation station	MTOA granted for MW	Period	Drawal Entity
M/s. NSL Sugars Ltd	NSL Sugars Ltd (Koppa unit,	8.51	1 st July 2015 to 26 th May 2016	Andhra Pradesh

		Karnataka			
M/s. NSL Sugars Ltd		NSL Sugars Ltd (Tungabhadra unit, Karnataka)	11.14	1st July 2015 to 26 th May 2016	Andhra Pradesh
M/s. NSL Sugars Ltd		NSL Sugars Ltd (Aland unit, Karnataka)	16.9	1st July 2015 to 26 th May 2016	Telangana

6. M/s. NSL Sugar Ltd had supplied power to Telangana & AP DISCOMs under short term for the months of September 2015 and October 2015.
7. As could be seen from SRPC REA, the full quantum approved under MTOA was not scheduled by the DISCOMs of Andhra Pradesh and Telangana. The quantum corresponding to MTOA and energy scheduled is as tabulated below:
(Annexure-B)

Name of the supplier	Utility	Energy corresponding to contracted capacity @ delivery Point	Energy scheduled under MTOA / STOA to other States	Difference	% offtake of energy
M/s. NSL Sugars, Koppa	Andhra Pradesh	48950291	36233527	12716764	74.02
M/s. NSL Sugars, Thungabhadra	Andhra Pradesh	61958230	43600025	18358205	70.37
M/s. NSL Sugars, Aland	Telangana	117342981	50333832	67009149	42.89

8. Energy backed down by Telangana and Andhra Pradesh was supplied by M/s. NSL Sugar Ltd., to ESCOMs of Karnataka under Section-11. Andhra Pradesh and Telangana have off taken only 74.02% (Koppa), 70.37% (Thungabhadra) and 42.89% (Aland) respectively as against the guaranteed off take of 85%.

9. Under the Contract entered into with the Buyers, in the event of agreed quantum being not off-taken, the other Party i.e., M/s.NSL Sugar Ltd in the present case (Which was sourcing power from Koppa, Thunghabhadra and Aland), is entitled to be compensated as per Clause (d) of the Purchase Order which reads as under:

“In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly basis, procurer shall pay compensation at 20% of tariff /Kwh for the quantum of short fall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.”

10. M/s. NSL Sugar Ltd is entitled for compensation from Telangana and Andhra Pradesh for lesser off take of quantum. Taking advantage of invocation of Section 11 by GoK around the same time, M/s. NSL Sugar Ltd., Koppa, Thunghabhadra and Aland, Karnataka supplied the energy not off-taken by the Telangana & AP DISCOMs. For the energy so supplied, ESCOMs of Karnataka have paid Rs. 4.67 /unit fixed by KERC in its order dated 18th August 2016. With the result, M/s. NSL Sugars Ltd. have earned more than their due by taking dual benefit from out of the Section 11 imposition and compensation for the same energy accrued on account of lesser scheduling by Telangana and Andhra Pradesh DISCOMs. The same needs to be passed on to ESCOMs of Karnataka.
11. M/s. NSL Sugar Ltd would be compensated by Andhra Pradesh and Telangana DISCOMs an amount of Rs. 8.37 Crores for lesser off take of contracted quantum as per details below:

Name of the supplier	Compensation amount @ Rs @ 20% of the quoted tariff as per the purchase order
M/s. NSL Sugars, Koppa	7006302
M/s. NSL Sugars, Thungabhadra	11357431
M/s. NSL Sugars, Aland	65410073
Total	83773806

12. The State Generator M/s. NSL Sugar Ltd. should have passed on the said benefit to ESCOMs. Since the Generator has so far not taken any initiative, it has been decided to recover the compensation amount entitled to be received from Andhra Pradesh and Telangana DISCOMs.
13. The ESCOM-wise compensation amount to be recovered from M/s NSL Sugar is as detailed below:

ESCOMs	M/s. NSL Sugars, Koppa	M/s. NSL Sugars, Thungabhadra	M/s. NSL Sugars, Aland	Total
BESCOM	3515971	5662921	32495905	41674797
GESCOM	950931	1543175	8892954	11387060
HESCOM	1153870	1916098	11182698	14252665
MESCOM	576593	931449	5354009	6862051
CESC	808938	1303788	7484507	9597233
Total	7006302	11357431	65410073	83773806

14. It is seen from the following data received from ESCOMs that with the exception of BESCOM & MESCOM, bills of M/s. NSL Sugars Ltd for energy supplied U/s 11 of EA 2003 and energy supplied under short term by M/s. NSL Sugar Ltd are due from other ESCOMs:

Amt in Crs.

ESCOMs	Amount due to M/s. NSL Sugars (Koppa, Thungabhadra, Aland) under short term	Amount due to M/s. NSL Sugars (Koppa, Thungabhadra, Aland) under Section-11
BESCOM	Nil	Nil
MESCOM	Nil	Nil
GESCOM	2.79	Nil
HESCOM	2.51	7.50
CESC	Nil	Nil
TOTAL	5.3	7.50

15. As already stated M/s. NSL Sugar Ltd. should pass on the benefit of compensation accrued from Andhra Pradesh and Telangana DISCOMs. In the absence of such an action on the part of M/s. NSL Sugar Ltd., the compensation amount as indicated at para 13 is adjusted against pending bills from other ESCOMs.

Yours faithfully,

ADDITIONAL DIRECTOR (PROJECTS)*Copy to:*

1. *The Managing Director, BESCO, K.R Circle, Bengaluru-560001.*
2. *The Managing Director, HESCO, Navanagar, Hubballi-580025.*
3. *The Managing Director, GESCOM, Station Main Road, Kalaburgi-58102.*
4. *The Managing Director, MESCOM, Corporate office, 4th Floor, MESCOM Bhavan, Bejai, Kavour cross Road, Mangaluru-575004.*
5. *The Managing Director, CESC, Corporate Office, No. CA-29, Vijaynagar 2nd Stage, Hinakal, Mysuru – 570 017.”*

**“No: PCKL/A12/18/2015-16/
Encl: 02**

06-10-2016

**The General Manager,
JSW Power Trading Company Limited,
NBCC Tower, UGF, 15,
Bhikaji Cama Place,
New Delhi – 110 066.**

**Sub: Scheduling of MTOA quantum to Telangana and
Andhra Pradesh by M/s. JSWPTC Ltd.**

1. Attention is invited to the Short Term Bid invited by PCKL for procurement of power for the period from 25th August 2015 to 31st May 2016. Your Company had participated against the said Notification and offered the following quantum from their JSW Toranagallu plant:

Suppliers Name	Location of the plant	Quantum offered to PCKL bid	Period
M/s. JSWPTC	JSW Energy Ltd., Thorangallu, Karnataka	250/300	25.08.2015 to 31.05.2016

2. Incidentally, GoK vide order dated 16.09.2015 invoked Section-11 as per Electricity Act 2003 directing all the State Generators to operate and maintain their Generating Stations to their Maximum Exportable Capacity from 16.09.2015.
3. Accordingly M/s. JSW Energy Ltd had supplied energy under Section-11 from their Toranagallu Plant from 16.09.2015 to 31.05.2016 as detailed below:

Name of the supplier	Energy supplied as per B Form	Energy supplied under MTOA/STOA to TSDISCOMs (Telangana) and APDISCOMs (Andhra Pradesh) Ex-Bus	Energy supplied under Short Term to ESCOMs of Karnataka	Energy supplied under section 11
M/s. JSWPTC	4770308000	2030705265	1687623181	1051979555

4. However during the same period, M/s. JSWPTC has agreed to supply of power to Southern Power Distribution Company of AP Ltd and Telangana. The following quantum of power has been agreed to be supplied on Firm Basis from M/s. JSW plant in Karnataka for the period from 29.5.2015 to 26.05.2016:

Period	Quantum (MW)	ESCOMs	Duration (Hrs)	Rate at Delivery point (Rs/kwh)*	Approval date
29.5.15 to 26.5.16	150	TSDISCOMs (Telangana)	RTC	5.76	Lt No. CE (Plg. Comml & Coordn)/SE/Comml /DE(STPP)/P.O No 22/15-16/ D.No 90 dated 27.5.2015
29.5.15 to 31.5.15	100	TSDISCOMs (Telangana)	RTC	6.32	Lt no CGM/Comml & RAC/SE/IPC/F-JSW/D.NO. 3410/14 dated
1.6.15 to 30.9.15	150	TSDISCOMs (Telangana)	RTC	6.32	

OP Nos. 32/2017 to 40/2017, 43/2017 and 44/2017

1.10.2015 to 26.5.2016	200	TSDISCOMs (Telangana)	RTC	6.54	15.12.2014
29.5.15 to 31.7.15	100	APDISCOMS (Andhra Pradesh)	RTC	5.75	Lt.No. CGM/ P&MM/PC/SPDCL/T ender.182/F- JSWPTC(JSWEL)/ D.NO. 150/15 dated 28.5.15
1.8.15 to 30.9.15	200	APDISCOMS (Andhra Pradesh)	RTC	5.75	
1.10.15 to 31.12.15	200	APDISCOMS (Andhra Pradesh)	RTC	5.85	
1.1.16 to 26.5.16	200	APDISCOMS (Andhra Pradesh)	RTC	6.07	

*Delivery Point-regional periphery

5. To meet the said contractual obligation, M/s. JSWPTC had obtained Medium Term Open Access from Power Grid. The quantum approved under MTOA is as below: (**Annexure-A**)

Name of the applicant	Location of the generation station	MTOA granted for MW	Period	Drawal Entity
M/s. JSWPTC	JSW Energy Ltd., Thorangallu, Karnataka	200	1 st August 2015 to 26 th May 2016	Andhra Pradesh
M/s. JSWPTC	JSW Energy Ltd., Thorangallu, Karnataka	150	1 st July 2015 to 31 st Oct 2015	Telangana
M/s. JSWPTC	JSW Energy Ltd., Thorangallu, Karnataka	200	1 st Nov 2015 to 26 th May 2016	Telangana
M/s. JSWPTC	JSW Energy Ltd., Thorangallu, Karnataka	150	1 st Dec 2015 to 26 th May 2016	Telangana

6. M/s. JSWPTC had supplied power to Telangana & AP DISCOMs under short term for the months of September 2015 and October 2015.
7. As could be seen from SRPC REA, the full quantum approved under MTOA was not scheduled by the DISCOMs of Andhra Pradesh and Telangana. The quantum corresponding to MTOA and energy scheduled is as tabulated below:
(Annexure-B)

Name of the supplier	Utility	Energy corresponding to contracted capacity @ delivery Point	Energy scheduled under MTOA / STOA to other States	Difference	% offtake of energy
M/s. JSWPTC	Andhra Pradesh	1158344751	817295759	341048992.5	70.56
M/s. JSWPTC	Telangana (150/200 MW)	1105978857	516984317	588994540	46.74
M/s. JSWPTC	Telangana (150 MW)	770550901	566800773	203750128	73.56

8. Energy backed down by Telangana and Andhra Pradesh was supplied by M/s. JSW Energy Ltd. to ESCOMs of Karnataka under Section-11. Andhra Pradesh and Telangana have off taken only 70.56%, 46.74% and 73.56% respectively as against the guaranteed off take of 85%.
9. Under the Contract entered into with the Buyers, in the event of agreed quantum being not off-taken, the other Party i.e., M/s. JSWPTC in the present case (Which was sourcing power from M/s. JSW Energy Ltd.), is entitled to be compensated as per Clause (d) of the Purchase Order which reads as under:

“In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly basis, procurer shall pay compensation at 20% of tariff /Kwh for the quantum of short fall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.”

10. M/s. JSWPTC is entitled for compensation from Telangana and Andhra Pradesh for lesser off take of quantum. Taking advantage of invocation of Section 11 by GoK around the same time, M/s. JSW Energy Ltd., Thorangallu, Karnataka supplied the energy not off-taken by the Telangana & AP DISCOMs. For the energy so supplied, ESCOMs of Karnataka have paid Rs. 4.67 /unit fixed by KERC in its order dated 18th August 2016. With the result, M/s. JSW Energy Ltd. have earned more than their due by taking dual benefit from out of the Section 11 imposition and compensation for the same energy accrued on account of lesser scheduling by Telangana and Andhra Pradesh DISCOMs. The same needs to be passed on to ESCOMs of Karnataka.
11. M/s. JSWPTC would be compensated by Andhra Pradesh and Telangana DISCOMs an amount of Rs. 90.89 crores for lesser off take of contracted quantum as per details below:

Name of the supplier	Compensation amount @ Rs @ 20% of the quoted tariff as per the purchase order
M/s. JSWPTC Andhra Pradesh	219250887
M/s. JSWPTC, Telangana 150/200 MW	559081268
M/s. JSWPTC, Telangana-150Mw	130604000
Total	908936155

12. The State Generator M/s. JSW Energy Ltd., should have passed on the said benefit to ESCOMs. Since the Generator has so far not taken any initiative, it has been decided to recover the compensation amount entitled to be received from Andhra Pradesh and Telangana DISCOMs.

13. The ESCOM-wise compensation amount to be recovered from M/s JSWPTC is as detailed below:

ESCOMs	M/s. JSWPTC Andhra Pradesh	M/s. JSWPTC, Telangana 150/200 MW	M/s. JSWPTC, Telangana-150Mw	Total
BESCOM	109969062	279928640	64752824	454650526
GESCOM	29760488	75910616	17762593	123433697

OP Nos. 32/2017 to 40/2017, 43/2017 and 44/2017

HESCOM	36180306	92867563	22492660	151540528
MESCOM	18038466	45954332	10678719	74671517
CESC	25302565	64420116	14917205	104639886
Total	219250887	559081268	130604000	908936155

14. It is seen from the following data received from ESCOMs that with the exception of BESCOM & MESCOM, bills of M/s. JSW Energy Ltd. for energy supplied U/s 11 of EA 2003 and energy supplied under short term by M/s. JSW Energy Ltd through M/s. JSWPTC are due from other ESCOMs:

Amt in Crs.

ESCOMs	Amount due to M/s. JSWPTC under short term	Amount due to M/s. JSW Energy Ltd. under Section-11
BESCOM	Nil	Nil
MESCOM	Nil	Nil
GESCOM	16.32	Nil
HESCOM	81.74	32.44
CESC	12.18	9.81
TOTAL	110.24	42.25

15. As already stated M/s. JSW Energy Ltd. should pass on the benefit of compensation accrued from Andhra Pradesh and Telangana DISCOMs. In the absence of such an action on the part of M/s. JSW Energy Ltd., the compensation amount as indicated at Para 13 is adjusted against pending bills from other ESCOMs.

Yours faithfully,

ADDITIONAL DIRECTOR (PROJECTS)

Copy to:

1. The Managing Director, BESCOM, K.R Circle, Bengaluru-560001.
2. The Managing Director, HESCOM, Navanagar, Hubballi-580025.
3. The Managing Director, GESCOM, Station Main Road, Kalaburgi-58102.
4. The Managing Director, MESCOM, Corporate office, 4th Floor, MESCOM Bhavan, Bejai, Kavour cross Road, Mangaluru-575004.

5. *The Managing Director, CESC, Corporate Office, No. CA-29, Vijaynagar 2nd Stage, Hinakal, Mysuru – 570 017.*"

(k) In each of the Petitions, viz., OP Nos.36, 38 39, 40 and 43 of 2017, filed by JSWEL, the compensation for the loss caused, as a result of the illegal issuance of the backing down instructions while the directions under Section 11 Order was in force, was claimed, apart from claiming the amount due for the energy supplied pursuant to the directions under the Section 11 Order. In support of the said relief, it is stated by the Petitioner that, Respondent No.1 (the ESCOMs concerned) in each of these cases had issued the backing down instructions to the Petitioner and that, such instructions were totally illegal. In each of these cases, the Petitioner has produced ANNEXURE-P2 (Calculation Sheet), giving the back down details during the Section 11 period. The total compensation amount claimed under ANNEXURE-P2 is `196.25 Crores. In support of it, the JSWEL has produced, on 29.08.2017, an extract of the Back Down Message Register issued by the State Load Despatch Centre (SLDC), for the period from September, 2015 to May, 2017. The Respondents in these cases have filed their reply on 02.11.2017 against the said extract of the Back Down Message Register issued by the SLDC. In all these cases, the ESCOMs have denied having issued any back down instructions to the Petitioner. They have contended that, the JSWEL is not entitled for any compensation towards the purported backing down of power.

- (I) The JSWEL has filed OP No.37/2017, praying for restraining the Respondents therein from adjusting or deducting any illegal claim from the energy bills raised by it under the PPA dated 13.01.2017 and for directing the Respondents to make payment of the energy bills raised under the said PPA.
- 5) We have heard the learned counsel for the parties. In the case of JWPTCL and JSWEL, common arguments were addressed in OP No.32/2017. In OP No.44/2017 filed by NSL Sugars, the Petitioners therein, who were represented by a different learned counsel, addressed the arguments, separately. However, all these cases were taken up together during the hearings.
- 6) Considering the controversies involved in these cases and the submissions of the parties and on the basis of the pleadings, the following issues would arise for our consideration :
- (1) Whether the ESCOMs are entitled to raise the defence of deduction against the claims towards the energy bills of the Petitioners?
- (2) If the answer to Issue No.(1) is held in the affirmative, whether the ESCOMs have proved that they were entitled to compensation on the ground that the energy backed down by the Andhra Pradesh and the Telangana States was supplied to them under Section 11 by the JSWEL and the NSL Sugars?

- (3) If the answer to Issue No.(2) is held in the affirmative, what should be the just compensation that could be awarded to the ESCOMs?
 - (4) Whether the Petitioner in OP Nos.36/2017, 38/2017, 39/2017, 40/2017 and 43/2017 has proved that, the ESCOMs have backed down certain quantity of energy during the Section 11 Order as contended by it and if so, whether it is entitled to compensation as claimed in these cases?
 - (5) What should be the rate of interest on the amounts, if any, that are to be paid by the ESCOMs to the Petitioners?
 - (6) What relief may be granted in OP No.37/2017?
 - (7) What Order?
- 7) After considering the submissions of the parties and the material placed on record, our findings on the above issues are as follows :
- 8) **ISSUE No.(1)** : *Whether the ESCOMs are entitled to raise the defence of deduction against the claims towards the energy bills of the Petitioners?*
- (a) Before proceeding to consider this Issue, we may note the legal position regarding the entitlement of the Defendant in a Suit for recovery of money, to raise a plea of adjustment, which is stated in Paragraph-9 of the decision of the Hon'ble Supreme Court in Case, FAO (OS) No.39/2007, in the case of

Walchandnagar Industries Ltd.–Vs- Cement Corporation of India, reported in

2012 SCC Online Del 2389 : (2012) 2 Arb LR 219 (DB), which reads thus:

"9. To the observations which have already been made by the Division Bench of this court in *Cofex Exports Ltd. (supra)*, we seek to reiterate and add that as regards the pleas of payment or adjustment i.e. where the defendant sets up such pleas and consequently pleads that the plaintiff is not entitled to the suit amount, the defences of payment or adjustment have to be adjudicated by the Court after the defendant proves its case during trial in accordance with law. Meaning thereby, even where there are pleas of payment or adjustment are taken, an adjudication by the Court does take place and an imprimatur of the Court is given in the final judgment with respect to the validity of the defence with respect to payment or adjustment. If the defendant fails to prove his entitlement, the defence of payment or adjustment is rejected and suit of the plaintiff for recovery of moneys will be decreed. Be it noted that in spite of the fact that there is a requirement of adjudication, neither limitation applies nor court fee is payable because the defendant does not go to a court of law as he already has moneys in his pocket for which he does not have to file a suit for recovery. We also seek to remove the misconception that the plea of adjustment is the same as the plea of equitable set-off. Though the effect of both the pleas is extinguishment of the claim of the Plaintiff, equitable set-off is pleaded where there is extinguishment of the claim of plaintiff, equitable set-off is pleaded where there is an agreed crystallization of the amount/an admitted amount which is payable being an admitted contractual amount or where there is a decree of a Court in favour of the defendant for an amount. There is, however, a difference on one aspect between the defence of equitable set-off and the defences of payment/adjustment, and which is that unlike in the case of payment/adjustment there has to be an adjudication in the defence of equitable set-off, no exhaustive adjudication or evidence is required to support the defence of disentitlement of the plaintiff to the suit amount inasmuch as there is an existing adjudication or an admitted position that an agree amount is due and payable."

(b) In the present cases (except in OP No.37/2017), the Petitioners have claimed different amounts from the ESCOMs towards energy supplied, after setting aside the adjustments made by the ESCOMs towards the compensation claimed by them for supply of backed down power under the Section 11 Order. The details of the said amounts are stated at Paragraph-2(b) above. The Petitioners have themselves pleaded that, the ESCOMs have deducted various amounts from the amounts due towards the energy bills raised by them and that the said deductions are not permissible under law and, therefore, they are illegal. In support of such contention, the Petitioners have urged that:

- (i) the ESCOMs have claimed the Liquidated Damages that might be payable by the Distribution Licensees of the Andhra Pradesh and the Telangana States towards the backed down energy, but the same have not been adjudicated by the jurisdictional State Commission concerned;
- (ii) even in the event of awarding certain compensation payable by the Distribution Licensees of the Andhra Pradesh and the Telangana States, it should be only to the Generators, but not to the Trading Licensee, hence the plea of deduction cannot be set up against the claims of the Trading Licensee;

- (iii) the compensation, if any, has no relation to the payments due to the Petitioners for the power supplied to the different ESCOMs under the PPAs; and,
 - (iv) the ESCOMs not being parties to the contracts of the Petitioners for supply of power to the Distribution Licensees of the Andhra Pradesh and the Telangana States, they could not claim any benefit that would arise out of the said PPAs.
- (c) As noted in the decision of the Hon'ble Supreme Court, cited above, the claim for adjustment requires the existence of mutual demands between the same parties and in the same capacity. Further that, it is not necessary that the claim for adjustment should be an 'ascertained debt', either admitted or adjudicated upon. A claim for Liquidated Damages agreed to between the parties in a Contract, if disputed, have to be decided by a Competent Court or Authority, the maximum limit of awarding compensation being the Liquidated Damages agreed. At any rate, one cannot deny that the claims of the ESCOMs for compensation are the claims which could be legally set up by them, and if denied, could be adjudicated. Therefore, the ESCOMs are entitled to raise the defence of deduction of amounts from the claims towards the energy bills of the Petitioners, as mutual demands were existing between the parties. It is contended on behalf of the Petitioners that, the JSWPTCL and the JSWEL are different entities, therefore the dues from one cannot be adjusted from the

dues of the other. This contention of the Petitioners is not maintainable, because the JSWPTCL while supplying power to the Distribution Licensees of the Andhra Pradesh and the Telangana States, under short-term PPAs, has shown the JSWEL as the source for supply of power. There should be a back-to-back Agreement between the Trader and the Generator, in this regard. The Trader is entitled to receive only the trading margin and the benefit derived, if any, towards the compensation for the backed down energy, should be passed on to the Generator, from whom the energy was sourced. Therefore, one can say that, the Trader and the Generator fill the same capacity, provided the Trader sources the energy from that Generator. Therefore any of the grounds urged by the Petitioners, to contend that the plea of adjustment cannot be set up by the ESCOMs, is not maintainable.

(d) For the above reasons, we answer Issue No.(1) in the affirmative.

9) **ISSUE No.(2):** *If the answer to Issue No.(1) is held in the affirmative, whether the ESCOMs have proved that they were entitled to compensation on the ground that the energy backed down by the Andhra Pradesh and the Telangana States was supplied to them under Section 11 by the JSWEL and the NSL Sugars?*

(a) The ESCOMs have based their claims for the compensation on the ground that, the energy backed down by the Andhra Pradesh and the Telangana States was supplied to them under Section 11 by the JSWEL and the NSL Sugars.

- (b) The ESCOMs have quantified the compensation payable by the Distribution Licensees of the Andhra Pradesh and the Telangana States, relying on the terms provided in the Contracts entered into between the Suppliers and the Distribution Licensees of those States, for payment of the Liquidated Damages, in the event of the Purchaser not procuring the quantum of minimum energy agreed to be procured. The PCKL has quantified the Liquidated Damages, as noted in its letters dated 06.10.2016 issued to the JSWPTCL and the NSL Sugars. As against the JSWPTCL, it has claimed a compensation of `90,89,36,155/- and as against the NSL Sugars, it has claimed `8,37,73,806/-.
- (c) The NSL Sugars, in their pleadings, have not denied that, mostly the energy supplied under the Section 11 Order was the energy backed down by the Andhra Pradesh and the Telangana States. However, the JSWEL has not specifically admitted the said fact in its pleadings. At the same time, it has also not denied that fact. The PCKL has specifically stated in its letter dated 06.10.2016 addressed to JSWPTCL that, the energy supplied under the Section 11 Order was the backed down energy. These Petitions have been filed in the last week of February, 2017 or in the first week of March, 2017. The Respondents in their Statement of Objections, have specifically stated that, the energy backed down by the Andhra Pradesh and the Telangana States was supplied to them under the Section 11 Order by JSWEL and NSL

Sugars. The Respondents have contended in their Statement of Objections that, the entire installed capacity of the JSWEL as well as the NSL Sugars, was under Contracts for supply to the Distribution Licensees of the Andhra Pradesh and the Telangana States and the ESCOMs of the Karnataka State. Thus, according to the Respondents, there was no spare capacity to supply energy into the Grid under the Section 11 Order. In respect of the JSWEL and the NSL Sugars, the Respondents have furnished the following Tables, giving the details of the quantum of power contracted with the other States and the ESCOMs of Karnataka :

TABLE-1**[JSWEL]**

Total installed capacity as per the para 1 of the Petition.	860 M
Net capacity available after auxiliary.	783 MW considering auxiliary consumption of 9%.
Short term contract with ESCOMs of Karnataka.	250 / 300 MW
Short term contract with TSDISCOMs (Telangana).	350 MW
Short term contract with APDISCOMs (Andhra Pradesh).	200 MW
Total capacity tied under short term.	850 MW

TABLE-2**[NSL SUGARS]**

Period	Quantum (MW)	ESCOMs	Duration (Hrs)	Rate of Delivery Point (Rs / kwh)	Approval Date

NSL Aland					
29.5.15 to 10.6.15	30.1	TSDISCOMs (Telangana)	RTC	6.45	Lt.No.CGM/Comml.& RAC/SE/IPC/F-NSL/D.No.3061/14, Dated 3.11.2014.
1.7.15 to 14.10.15	30.1	TSDISCOMs (Telangana)	RTC	6.45	
15.10.15 to 15.4.16	16.9	TSDISCOMs (Telangana)	RTC	6.45	
16.4.16 to 26.5.16	30.1	TSDISCOMs (Telangana)	RTC	6.45	
NSL Koppa					
29.5.15 to 10.6.15	16.38	APDISCOMs (Andhra Pradesh)	RTC	5.90	Lt.No.CGM/P&MMIPC /SP/DCL/Tender: 182/F-NSL Sugars (Koppa)/ D.No.181/15, Dated 10.6.15.
1.7.15 to 31.6.15	16.38	TSDISCOMs (Andhra Pradesh)	RTC	5.90	
1.8.15 to 15.3.16	8.51	TSDISCOMs (Andhra Pradesh)	RTC	5.90	
16.3.16 to 26.5.16	16.38	TSDISCOMs (Andhra Pradesh)	RTC	5.90	
NSL Thungabhadra					
29.5.15 to 31.05.15	16.96	TSDISCOMs (Telangana)	RTC	5.90	Lt.No.CGM/P&MMIPC /SP/DCL/Tender: 182/F-NSL Sugars (Thungabhadra)/ D.No.181/15, Dated 10.6.15.
21.6.15 to 14.10.15	16.96	TSDISCOMs (Telangana)	RTC	5.90	
15.10.15 to 15.4.16	11.14	TSDISCOMs (Telangana)	RTC	5.90	
16.4.16 to 26.5.16	16.96	TSDISCOMs (Telangana)	RTC	5.90	

TABLE-3**[NSL SUGARS]**

Suppliers Name	Location of the Plant	Quantum offered to PCKL Bid	Period
M/s. NSL Sugars, Koppa	NSL Sugars Ltd. (Koppa Unit, Karnataka)	5	27.08.2015 to 15.03.2016
		7.22	1.5.2016 to 26.05.2016
M/s. NSL Sugars,	NSL Sugars Ltd.	8.14	27.08.2015 to 14.10.2015

Thungabhadra	(Thungabhadra Unit, Karnataka)	14.26 5.66 8.14	15.10.2015 to 14.11.2015 15.11.2015 to 15.4.2016 1.4.2016 to 26.5.2016
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In the course of the arguments also, the Petitioners have not denied the fact that the backed down energy was supplied under section 11 as stated by the Respondents. From the above facts, it could be concluded that, the whole or substantial part of energy supplied by the JSWEL and the NSL Sugars under the Section 11 Order was nothing but the energy backed down by the Distribution Licensees of the Andhra Pradesh and the Telangana States.

- (d) The Respondents have contended that, the energy backed down by the Andhra Pradesh and the Telangana States was required to be considered as the energy supplied under the Section 11 Order. The Respondents have further contended that, in this background the JSWPTCL (or the JSWEL) and the NSL Sugars became entitled to the Liquidated Damages as per the terms agreed between these persons and the Distribution Licensees of the Andhra Pradesh and Telangana States and in addition they also became entitled to the tariff that was payable for the energy supplied under the Section 11 Order. The Respondents have, therefore, contended that, the Liquidated Damages that could be allowed amounted to an 'unjust enrichment' accrued to the Petitioners. The Respondents have claimed that, this amount, for which the Petitioners are entitled from the Distribution Licensees of the Andhra Pradesh and the Telangana States, should have

been made over to the Respondents, because in the absence of the Section 11 Order, the Petitioners would not have earned the double benefit for the energy backed down. In other words, it is their contention that, whenever there was back down of energy by the Distribution Licensees of the Andhra Pradesh and the Telangana States, the Petitioners had to reduce the generation of power to that extent, in the absence of Section 11 Order.

- (e) The contention of the Petitioners is that, inspite of backing down of the energy by the Distribution Licensees of the Andhra Pradesh and the Telangana States, they were required to generate the power to the maximum exportable capacity in view of the Section 11 Order. They have further contended that, the Liquidated Damages, if any, earned by them, cannot be treated as an 'unjust enrichment' and the Respondents could not have a claim over it.
- (f) For proper consideration of the rival contentions on the controversy regarding the 'unjust enrichment' and in order to understand the true meaning of 'unjust enrichment' we may note Paragraph-66 of the Judgment of the Hon'ble Supreme Court, reported in **(2013) 3 SCC 522**, in the case of *The State of Gujarat and others –Vs- Essar Oil Limited*, which reads thus:

“Equity demands that if one party has not been unjustly enriched, no order to recover can be made against that party.

The other situation would be when a party acquires benefits lawfully, which are not conferred by the party claiming restitution, Court cannot order restitution."

In view of the above facts and circumstances of the present case and the meaning of 'unjust enrichment', as noted above, this Commission is of the view that, the Liquidated Damages, if any, that could be earned by the Petitioners cannot be treated as an 'unjust enrichment' and the said 'enrichment' cannot be held to be conferred by the Respondents. Therefore, on this ground, the ESCOMs were not entitled to any compensation.

- (g) The Respondents have further contended that, the Petitioners have suppressed the fact during the proceedings in OP No. 33/2015 and connected cases for determination of tariff, that the backed down energy was being accounted for towards the Section 11 supply. Further, it is contended that, if that fact was made known at the earliest, this Commission would not have allowed the tariff, as was allowed to the other generators of the State. We are of the opinion that, this ground is also not acceptable. Unless the amount earned towards the Liquidated Damages towards backed down energy is a relevant fact for determination of the tariff, the Petitioners could not be awarded lesser tariff, than the tariff given to the others. It is not shown by the Respondents that, any such principle is accepted in the tariff determination exercise.

(h) It is true that, the 'Liquidated Damages' is an extra benefit to the generator, when such a generator has an opportunity to sell the unavailed backed down power by the procurer. The procurer, who has not availed the backed down power, is liable to pay the 'capacity charge' to that extent. Payment of that capacity charge is termed as payment towards liquidated damages described in the PPA. The generator will have an opportunity to sell that unavailed power to any third person, at the rate agreed to between them. In the long term or medium term PPA, a two-part tariff structure is adopted. Such PPA also provides for the sale of power by the generator to the extent of unavailed capacity by the procurer. Clause 6.2(1) of the recent Tariff Policy states that, in such cases, the gains realized from the sale of such unavailed power is to be shared between the procurer and the generator. The Tariff Policy or any other accepted principle for determination of tariff does not say that such benefit should be shared between the subsequent purchaser of unavailed power and the generator. The same principle could be applied here when the generator gets a profit from the sale of the unavailed power by the procurer, in the short term transaction. The Liquidated Damages payable to the generator for the unavailed contracted capacity represents the notional payment towards the capacity charges, in short term transactions with single part tariff. Therefore, such profit may not be a relevant factor to determine the tariff payable for the supply of power under the Section 11 Order. The subsequent purchaser, in such cases, cannot derive any benefit. Therefore, in the present cases, even if it was known that the backed down power was

supplied under the Section 11 Order and the generators derived certain benefits, it could not have been a relevant fact to reduce the tariff for the energy supplied under the Section 11 Order or could not have been a relevant fact to determine the adverse financial impact stated in Section 11(2).

- (j) From the above discussions, the Commission notes that, the grounds of 'unjust enrichment' or 'suppression of fact', as contended by the Respondents, cannot be a basis for awarding any compensation.

- (k) As already noted, the ESCOMs have claimed compensation on the ground that, the energy backed down by the Distribution Licensees of the Andhra Pradesh and the Telangana States was supplied to them under the Section 11 Order by the JSWEL and the NSL Sugars. We have also noted that, the above fact is not disputed and its veracity could be safely accepted. The Distribution Licensees of the Andhra Pradesh and the Telangana States had procured the power on short term basis, nearly for an year from May, 2015 to May, 2016. During the same period, from September, 2015 to May, 2016, there was also Section 11 Order in force, in Karnataka State. Taking advantage of the existence of the Section 11 Order, the Petitioners/ Generators operated their Generating Stations to the full extent, inspite of there being backing down instructions from the Distribution Licensee of the Andhra Pradesh and the Telangana States. It is usual that, the Andhra Pradesh and the Telangana States would back down

the power during the off-peak hours in a day and the same power inadvertently injected into the State Grid would be taken to the Section 11 Order Supply Account during such off-peak hours. Therefore, it can be clearly said that, any backed down power is in the nature of 'infirm power'. Hence, it cannot be disputed that, the power supplied under the Section 11 Order is an 'infirm power' and such supply was throughout the period under Section 11 Order.

- (l) Section 11 Order directs State generators to generate maximum exportable capacity and supply to the State Grid. This implies that the generators should supply RTC firm power. When the entire capacity of the Petitioners' generators was tied up with contracts, the backed down energy could not legally have been treated as injection of energy under Section 11 Order. In such an event, the Petitioners had a duty to inform the Respondents that, they were injecting the backed down energy, but have failed to do so. On the other hand, the Petitioners intend to treat the injection of backed down energy during off-peak hours on par with the energy injected during peak hours.
- (m) The Respondents have not specifically contended that, the backed down power was in the nature of 'infirm power' and the supply was for intermittent periods in a day. But, these facts could be clearly inferred on the admitted or proved fact that, the energy backed down was the energy supplied under the Section 11 Order. The Respondents have properly pleaded and

proved the fact that, the backed down energy was the energy supplied under the Section 11 Order. Therefore, any inference to be drawn from these facts could be drawn by this Commission, even in the absence of a specific inference made by the Respondents. A party is required to plead only the facts relevant to constitute a cause of action. The inference to be drawn from such basic facts need not be stated by a party in its pleadings. If the basic facts are there in the pleadings, the inference or conclusion to be drawn from it, is the function of the Adjudicating Authority. The 'infirm power' supplied at intermittent periods in a day during off-peak periods does not fetch the value of 'firm power' supplied during normal period. But, the Respondents have paid the value payable to 'firm power' for such 'infirm power' supplied by the Petitioners. The difference in value of the 'infirm power' supplied during off-peak periods and the 'firm power' supplied during normal periods is to be awarded as compensation to the Respondents.

- (n) The Objections filed by the PCKL on 02.11.2017 states that, in the month of November, 2015, the ESCOMs had issued backing down instructions to an extent of 94 MU and had paid compensation of `6.23 Crores under the terms of the short term PPA dated 31.8.2015 between the ESCOMs and the JSWPTCL. It appears that, the backed down energy of 94 MU under this PPA might have been also taken to the Section 11 Supply Account. If it is so, the JSWEL would earn the compensation of `6.23 Crores and also the tariff/price

payable towards energy supplied under Section 11 and such double benefit could not have been earned. However, this is not the subject matter involved in these cases.

- (p) The Petitioner (JSWEL) has contended that the claim for deduction is barred on the principles of *Constructive res judicata*. The said Petitioner has based this contention on the ground that the Respondents should have taken this ground in OP No.33/2015 and other connected cases filed by the ESCOMs in the proceedings for determination of tariff for the energy supplied pursuant to the Order under Section 11. This contention is not acceptable, because the proceedings in OP No.33/2015 and other connected cases filed by the ESCOMs were as per the directions issued under Section 11 by the Government, for determination of tariff. The individual generators were not made parties in those cases. The JSWEL had not requested to implead itself as a Respondent in those cases. It had not filed its objections / response in the Public Consultation process. No one had disclosed that, the backed down energy of other States was continued to be injected. Therefore, the Commission had no opportunity to decide the tariff for the backed down energy. The question of *Constructive res judicata* would arise only in an adversarial proceedings between two parties. Therefore, any of the ingredients required to apply the principles of *res judicata* was not fulfilled. Hence, there is no question of *Constructive res judicata* arising in the present proceedings. Accordingly, the said contention of JSWEL is rejected.

(q) For the above reasons, we answer Issue No.(2) in the affirmative.

10. **ISSUE No.(3):** *If the answer to Issue No.(2) is held in the affirmative, what should be the just compensation that could be awarded to the ESCOMs?*

(a) It cannot be disputed that, the tariff / price for the 'infirm power' is determined / offered at the fuel price required for generation of such 'infirm power'. Such principle is accepted while fixing the tariff of the Generators supplying the 'infirm power'. The same principle is adopted while offering the tariff / price for the energy supplied by the captive generator, because any supply by a captive generator would also be in the nature of 'infirm power'. The Power Exchange Rates during the off peak periods and peak periods would normally be in the ratio of 2:3. Therefore, we are of the considered opinion that, the Petitioners / Generators are entitled only to the tariff payable to the 'infirm power', for the supply of backed down energy during the period of Section 11 Order. Under the above circumstances, we are of the view that, for such 'infirm power', supplied mostly during off-peak periods, the price may be estimated only at 80% of the price payable per unit for the 'firm power', supplied under the Section 11 Order. For the present, the ESCOMs have paid, either by way of cash payment or deduction, the usual tariff payable to the generators which supplied the 'firm power' under the Section 11 Order. Therefore, the Commission is of the considered view that, the just compensation that could be awarded to the

ESCOMs shall be 20% of the usual tariff / price payable per unit for the backed down energy supplied under Section 11 Order.

- (b) Paragraph-7 of the letter dated 06.10.2016, issued by the PCKL to the JSWPTCL, indicates that, 113,37,93,600 units (1133.79 MU) of energy were backed down by the Distribution Licensees of the Andhra Pradesh and the Telangana States. Paragraph-3 of the said letter shows that, totally 105,19,79,555 units (1051.97 MU) of energy were supplied under the Section 11 Order, out of the quantity of backed down energy from the Andhra Pradesh and the Telangana States. Therefore, the compensation that could be awarded to the ESCOMs would be 20% of the usual tariff / price payable per unit for 105,19,79,555 units (1051.97 MU).
- (c) Paragraph-7 of the letter dated 06.10.2016, issued by the PCKL to the NSL Sugars Limited, indicates that, 9,80,84,118 units (98.08 MU) of energy were backed down by the Distribution Licensees of the Andhra Pradesh and the Telangana States. Paragraph-3 of the said letter shows that, totally 9,61,73,698 units (96.17 MU) of energy were supplied under the Section 11 Order, out of the quantity of backed down energy from the Andhra Pradesh and the Telangana States. Therefore, the compensation that could be awarded to the ESCOMs would be to 20% of the usual tariff / price payable per unit for 9,61,73,698 units (96.17 MU).

(d) The usual tariff / price payable per unit for the energy supplied under the Section 11 Order has not yet reached its finality, as the tariff / price fixed by this Commission under Section 11(2) of the Act, 2003 has been set aside by the Hon'ble High Court of Karnataka, with a direction to pass fresh orders after issuing Notices to all those persons, who are affected by the Section 11 Order. However, for the present, the parties may calculate the compensation payable to the ESCOMs, taking into consideration the tariff / price paid by the ESCOMs to the Petitioners for the energy supplied under the Section 11 Order.

(e) Therefore, we answer Issue No.(3), accordingly.

11) **ISSUE No.(4):** *Whether the Petitioner in OP Nos.36/2017, 38/2017, 39/2017, 40/2017 and 43/2017 has proved that, the ESCOMs have backed down certain quantity of energy during the Section 11 Order as contended by it and if so, whether it is entitled to compensation as claimed in these cases?*

(a) The Petitioner (JSWEL) in these cases has pleaded that, in view of the Section 11 Order issued by the State of Karnataka, the Petitioner was bound to operate and maintain its Generating Station to the maximum exportable capacity and supply all the exportable energy to the State Grid. Further, it has pleaded that during the effective period of the Section 11 Order, the concerned ESCOMs have illegally issued instructions to back down to this Petitioner and such instructions could not have been issued in view of the Section 11 Order. Because of such instructions, the Petitioner had to back

down the generation, incurring loss, as it could not supply the backed down energy to any third party. The Petitioner has produced ANNEXURE-P2 in all these cases, showing the calculation for arriving at the backed down energy under Section 11. The Petitioner has claimed a compensation of `1,96,25,03,563/- at the rate of `5.08 per unit for the quantum of backed down energy of 38,63,19,599 units. Out of this amount, the Petitioner has claimed, from each of the ESCOMs, different amounts as per their payment schedules. Along with the Petitions, this Petitioner has not furnished any supporting document to evidence that, the backing down instructions were issued by the concerned ESCOMs. On the day when the arguments were concluded, the learned counsel for the Petitioner submitted that, he would produce the records in support of the backing down instructions referred to in the Petitions. This Commission permitted him to produce any such document and directed the learned counsel for the Respondents to file his response, if any, on the said document, and reserved the Petitions for Orders. Accordingly, on 29.8.2017, the Petitioner produced the extracts of the back down message register, issued by the SLDC for the period from July, 2015 to May, 2017. Here itself, we may note that, the period of the Section 11 Order is from 16.09.2015 to 31.05.2016.

- (b) In the Statement of Objections filed by the ESCOMs, it is contended that, none of the ESCOMs had issued the backing down instructions and such instructions could be issued only by the SLDC for maintaining Grid discipline.

The ESCOMs have no such right to issue backing down instructions. They contended that, no reliance could be placed on ANNEXURE-P2, the statement of calculation of the backed down energy during the Section 11 Order, produced by this Petitioner. The PCKL, on behalf of ESCOMs, has filed the Objections on 02.11.2017 to the Memo filed by the Petitioner enclosing the extract of back down message register. In the Objections, the PCKL has contended that, the JSWEL had tied up its entire capacity with contracts of different capacities with Andhra Pradesh, Telangana and Karnataka States and hence, the energy which could have been supplied under Section 11 was 'nil' or very meagre. However, the Petitioner has supplied substantial amount of energy under the Section 11 Order. The backing down messages issued by the SLDC to the Petitioner were the backing down instructions issued by the Andhra Pradesh and the Telangana States in respect of the short term PPAs and not in respect of the PPA with the ESCOMs or under the Section 11 Order. It is stated that, only in November, 2015, the ESCOMs had issued the backing down instructions to an extent of 94 MU due to the very high frequency, for which the ESCOMs had already paid compensation of `6.23 Crores.

- (c) The learned counsel for the Petitioner had not deliberated much on this Issue during the arguments. Therefore, the counsel for the Respondents had no occasion to counter it, in defence, on this Issue. However, after filing the

copy of the backing down message register by the Petitioner, the Respondents have filed the Objections to it, as noted above.

- (d) The question of the ESCOMs issuing the backing down instructions does not arise at all. Whenever any ESCOM is a procurer under a PPA and it does not require the agreed quantum of energy for consumption in its area, it would revise the Drawal Schedule as provided in the relevant provisions and the corresponding revised Injection Schedule should be followed by the generator. The question of issuing the backing down instructions to a generator would arise only when the frequency in the Grid exceeds the normal grid frequency due to over injection and under drawal, to and from the Grid. This backing down instructions would be issued to the generator by the SLDC to maintain the safety, stability and discipline of the Grid. In the same way, when the drawal is more than the injection, the frequency in the Grid falls and the SLDC has to issue direction to back down the excess load. The affected party cannot have any grievance against such instructions issued by the SLDC for the safety and security of the Grid.
- (e) We have perused the backing down messages issued by the SLDC to the Petitioner (JSWEL). In almost all the events, the backing down instructions were given during the off-peak hours. As noted above, the Distribution Licensees of the Andhra Pradesh and the Telangana States had backed down different quantities of energy during the off-peak hours from the

Petitioner's Plant. The JSWEL was not legally entitled to inject the backed down energy to the account of the ESCOMs even during the Section 11 Order. Therefore, it appears to us that, the copies of the backing down message register relate to the instructions given by the SLDC to the JSWEL, for the safety and security of the State Grid and not pursuant the backing down instructions issued by the Andhra Pradesh and the Telangana States.

- (f) The Petitioner (JSWEL) has failed to produce any evidence or material to establish that, the ESCOMs had backed down certain quantity of energy during the Section 11 Order. Therefore, there is no question of entitlement of any compensation to the Petitioner, as claimed in these cases.
- (g) According to the Petitioner, the quantum of energy backed down under the Section 11 Order works out to 38,63,19,599 units (386.31 MU). The Petitioner has claimed the compensation at the rate of `5.08 per unit on the said quantum. If there was a back down of energy, the Petitioner would be entitled to only the 'Capacity Charge', which could be taken at 20% of the tariff payable. Therefore, the Petitioner should have claimed, in all, only 20% of `196.25 Crores in the Petitions, towards this head,
- (h) As already noted by us, there was backing down of energy by the Andhra Pradesh and the Telangana States during the off-peak hours in a day, and almost at the same time, some quantity of the energy was backed down by the SLDC during the Section 11 Order period. The net effect is that, the

backing down instructions issued, during the Section 11 Order period, would amount to asking the Petitioner to comply with a portion of the backing down instructions issued by the Andhra Pradesh and the Telangana States, for which the Petitioner had already been compensated. Therefore, we are of the considered opinion that, the Petitioner cannot have any claim with regard to the energy backed down by the SLDC during the Section 11 Order period.

(j) For the above reasons, We answer Issue No.(4) in the negative.

12) **ISSUE No.(5):** *What should be the rate of interest on the amounts, if any, that are to be paid by the ESCOMs to the Petitioners?*

(a) The Petitioners have claimed interest at the rate of 15% per annum on the principal amount due. In the facts and circumstances of the present cases, the interest at 15% per annum appears to be too excessive. The interest during the pendency of a litigation and for the subsequent period is at the discretion of the Commission. We feel that, the interest at the rate of 8% per annum would be just and proper.

(b) Therefore, we answer Issue No.(5), accordingly.

13) **ISSUE No.(6):** *What relief may be granted in OP No. 37/2017?*

- (a) The Petitioner (JSWEL) has contended in this case that, the ESCOMs are not entitled to make adjustment of any claims that might arise, other than the claims under the PPA dated 13.1.2017. As already considered, in Issue No.(1), the ESCOMs are at liberty to deduct the amounts payable to them out of the amount that becomes due to the Generator. Such right cannot be taken away by issuing any prohibitory Order. Therefore, we feel that, no relief as prayed for in OP No.37/2017 can be granted.
- b) Therefore, we answer Issue No.(6), accordingly.

14) **ISSUE No.(7):** *What Order?*

- (a) During the hearings, the Commission noted that the claims made by Petitioners towards energy supplied in different cases included the disputed deducted amounts, as well as a portion of the amounts due towards energy supplied. The present Order is confined to the disputed claims towards deductions effected by the ESCOMs. The remaining portion of the claims towards supply of energy was not the subject matter considered in these cases and the ESCOMs were directed to pay any such dues. It appears, some of the ESCOMs had paid such dues, or a portion of it, during the pendency of these cases.
- (b) For the foregoing reasons, we pass the following:

ORDER

- (1) (a) The contention of the Petitioners that, the adjustment effected by the Respondents is illegal, is not valid;
 - (b) The Respondents are at liberty to deduct the unascertained claim for compensation, due to them, as against the admitted dues payable by them to the Petitioners;
- (2) The compensation payable to the Respondents shall be computed at 20% (Twenty Percent) of the tariff / price paid, for the present, on the quantum of energy supplied under Section 11 of the Electricity Act, 2003, stated in Paragraph-3 of the two letters dated 06.10.2016, issued by the PCKL to the JSWPTCL and the NSL Sugars, subject to adjustment after the final determination of the tariff, but not as computed by the Respondents in the said letters dated 06.10.2016;
- (3) The compensation so arrived at, as stated above, shall be the amount that could be adjusted by the Respondents against the dues payable to the Petitioners, stated in Paragraph-14 of the said two letters dated 06.10.2016;
- (4) On reconciliation of the accounts, if any of the Respondents (ESCOs) is found to be due in any amount, the same shall be paid to the Petitioner / Generator concerned, with interest at 8% (Eight percent) per annum, from the due date to the date of payment, within 2 (two) months from the date of this Order;
- (5) The claim for compensation, made in OP Nos.36/2017, 38/2017, 39/2017, 40/2017 and 43/2017, for loss said to have been caused

OP Nos. 32/2017 to 40/2017, 43/2017 and 44/2017

due to the backing down instructions during the Section 11 period, is disallowed; and,

- (6) The claims of the Petitioner in OP No.37/2017 are hereby rejected.

The original Order be kept in OP No.32/2017 and copies, thereof, in the other connected cases.

Sd/-
(M.K. SHANKARALINGE GOWDA)
CHAIRMAN

Sd/-
(H.D. ARUN KUMAR)
MEMBER

Sd/-
(D.B. MANIVAL RAJU)
MEMBER