

No.19/ 2024 dated: 05-04-2024

TAMIL NADU ELECTRICITY REGULATORY COMMISSION

CAUSE LIST for 10-04-2024

(Court Sitting will be held through Virtual & Physical Mode)

Venue: Court Hall of the Commission

Time : 11.00 AM

Sl. No	Case No.	Name of the Parties	Counsel / Party	Remarks
1	M.P.No.16 of 2024	M/s.OPG Power Generation Pvt. Ltd. Versus (i) CMD / TANGEDCO (ii) CFC/Revenue (iii) Director (Finance) (iv) SE/ Chennai EDC / North	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To direct the Respondents to forthwith implement the order of the Commission in T.A.No.19 of 2022 & batch, dated 29.12.2023 and to impose penalty upon the Respondents in accordance with Section 142 of the Electricity Act, 2003 for non-compliance of the order of the Commission in T.A.No.19 of 2022. For admission.
2	M.P.No.17 of 2024	CE/PPP, TANGEDCO Versus M/s.SEPC Power Pvt. Ltd.	Adv.Richardson Wilson	To approve power dispatched from M/s.SEPC Power Ltd (Tuticorin) - 525 MW to the grid on pass through basis as per the directive issued by the MoP, Gol in Ref.No.23/13/2021-R&R(pt-1) dt.23.10.2023 under section 11 of the Electricity Act, 2003, to meet out the Tamil Nadu growing demand supply gap on an 'as and when required basis and to approve/ratify the tariff for the

				power supplied from 01.10.2023 to 31.03.2024 and to supplied from 01.04.2024 to 30.06.2024 as per the tariff fixed by ministry of Power, Government of India stated in Para 17 above by relaxing certain provisions of PPA/Addendum 3 as a one-time measure and to take into consideration the sums already paid by TANGEDCO as per the MoP directions. For admission.
3	I.A.Nos.1 of 2024 & D.R.P.No.3 of 2024	M/s.SEPC Power Pvt. Limited Versus TANGEDCO	M/s.J Sagar Associates Adv.Richardson Wilson	Hold and declare that the petitioner is entitled to fixed cost for non-supply of power in periods mentioned in Para-2 above as this situation of non-supply arose only due to factors beyond SEPC's control and Direct TANGEDCO to pay fixed charges to SEPC for the period of non-supply in FY 2022-2023 i.e., Rs.243,59,11,020 along with pendente lite interest, and extend the term of PPA by 4 months and pass any other orders. For admission of I.A.No.1 of 2024 along with main petition.
4	M.P.No.14 of 2024	Thiru.N.Muthukumaar Versus (i) CMD/TANGEDCO (ii) CFC / Revenue (iii) CE/NCES (iv) SE/Tiruppur EDC	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To impose penalty upon the respondents in accordance with section 142 of the Electricity Act, 2003 for non-compliance of the orders of the Commission dated 07.12.2021 in D.R.P.No.12 of 2021

				and consequently direct the respondents to make payments of the entire sum as directed in the said orders. For counter.
5	M.P.No.15 of 2024	M/s.OPG Power Generation Pvt. Limited Versus (i) CMD/TANGEDCO (ii) Chairman / TANTRANSCO (iii) SE/Chennai EDC/North	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To impose penalty upon the respondents in accordance with section 142 of the Electricity Act, 2003 for non-compliance of the orders of the Commission dated 15.12.2020 in D.R.P.No.12 of 2019 and consequently direct the respondents to make payments of the entire sum as directed in the said orders. For counter.
6	M.P.No.25 of 2023	M/s.Vijay Velavan Spinning Mills Private Limited Versus (i) TANGEDCO (ii) SE/Palladam EDC	Adv.R.S.Pandiyaraj Adv.N.Kumanan Adv.A.P.Venkatachalapathy	Direct the Respondents, to revise the Energy Wheeling Agreement, by ordering to expunge the inconsistent portions of the Energy Wheeling Agreement as contained in page No.3 and Page No.10 in para 24 IV and further direct the Respondents, to execute a fresh Energy Wheeling Agreement in terms of Para 5.5.8 of the Order of the Hon'ble Commission, as contained in Order No.9 of 2020 dated 16.10.2020 and further direct the Respondents to accept the invoice of the petitioner. For filing I.A. seeking leave to file Additional Counter Affidavit.

7	M.P.No.26 of 2023	Naveen Cotton Mill Private Limited Versus (i) TANGEDCO (ii) SE/Tirunelveli EDC (iii)SE/ TANGEDCO	Adv.R.S.Pandiyaraj Adv.N.Kumanan Adv.A.P.Venkatachalapathy	Direct the Respondents, to revise the Energy Wheeling Agreement, by ordering to expunge the inconsistent portions of the Energy Wheeling Agreement as contained in page No.6 Clause 21 and further direct the Respondents, to execute a fresh Energy Wheeling Agreement in terms of Para 5.5.8 of the Order of the Hon'ble Commission, as contained in Order No.9 of 2020 dated 16.10.2020 and further direct the Respondents to accept the invoices of the petitioner. For filing I.A. seeking leave to file Additional Counter Affidavit.
8	M.P.No.38 of 2023	CFC/Deposits & Documentation, TANGEDCO Versus M/s.KAS Onsite Power Solutions LLP	Adv.N.Kumanan & Adv.A.P.Venkatachalapathy Adv,Rahul Balaji	To declare that the petitioner lost Captive Status for the FY 2022-2023. For further hearing.
9	M.P.No.3 of 2024	CFC/Revenue, TANGEDCO	Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To waive the belated payment surcharge amounting to Rs.137.13 crores as on 31.03.2023 in respect of all local bodies on payment of 50% of the outstanding dues by them. For further hearing.
10	D.R.P.No.9 of 2023	M/s.OPG Power Generation Pvt. Limited Versus CMD/TANGEDCO	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To declare that the 'change in law' events in terms of Article 10 of the PPA dated 12.12.2013 and consequently direct

				<p>the respondents to pay the difference amount totalling to Rs.4,55,83,235/- being the amounts disputed by TANGEDCO towards financial impact of change in law events, for the period from 01.04.2020 to 31.03.2022.</p> <p>For arguments of the respondent.</p>
11	D.R.P.No.12 of 2023	<p>M/s.Narbheram Solar TN Private Limited</p> <p>Versus</p> <p>(i) CMD/TANGEDCO</p> <p>(ii) CE/NCES</p> <p>(iii) SLDC / TANTRANSCO</p>	<p>Adv.Rahul Balaji</p> <p>Adv.N.Kumanan & Adv.A.P.Venkatachalapathy</p>	<p>To refix the condition of achieving minimum 17% CUF by fixing an appropriate band and direct to restrain the respondents from issuing backing down / curtailment for any reason other than grid safety and security issues and also direct the respondents to refund an amount of Rs.13,51,82,821 deducted towards CUF penalty for the financial year 2019-2020 and 2020-2021.</p> <p>For arguments of the respondent.</p>
12	D.R.P.No.13 of 2023	<p>M/s.NVR Energy Pvt Limited</p> <p>Versus</p> <p>(i) CMD/TANGEDCO</p> <p>(ii) CE/NCES</p> <p>(iii) SLDC / TANTRANSCO</p>	<p>Adv.Rahul Balaji</p> <p>Adv.N.Kumanan & Adv.A.P.Venkatachalapathy</p>	<p>To review the working and applicability of Clause-6 of the PPA with regard to CUF and working of such provision, including revising the CUF band to 12% - 19% to cover variations and direct to restrain the respondents from issuing backing down / curtailment for any reason other than grid safety and security issues and also direct the respondents to refund an amount of Rs.11,53,11,360 deducted towards CUF penalty for the</p>

				financial year 2019-2020 and 2020-2021. For arguments of the respondent.
13	M.P.No.28 of 2023	M/s.Techno Electric & Engg. Co. Limited Versus (i) CMD/TANGEDCO (ii) CFC/General	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To issue an order of interim stay of the impugned letter No.CFC/REV/FC/REV/A O/H/F.APPC/D.No.291/2022 dt.01.04.2022 capping the APPC for the FY 2021-22 at Rs.2.017 per unit and all proceedings pursuant and consequent thereto in order that the full APPC price and exercise Regulatory power and call for the records comprised in the impugned Letter dated 01.04.2022 capping the APPC rate for the FY 2021-22 at Rs.2.017 per unit and quash the same as being illegal and without authority of law and strictly comply with the regulations and directives fixing the APPC by this Commission. For arguments of the respondent.
Batch cases - In the matter of adjustment of lapsed units – For arguments				
14	D.R.P.No.5 of 2024	M/s.ARS Energy Private Ltd Versus (i) SE/Chennai North EDC, TANGEDCO (ii) CMD/TANGEDCO (iii) Chairman / TANTRANSCO (iv) Director (Oprns.), TANTRANSCO Ltd (v) Director(Distn.), TANGEDCO	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To quash the impugned demand letter dated 30.1.2024 seeking to levy a sum of Rs.2,71,02,948/- towards "Grid Availability Charges" as well as the audit slips on the basis of which the said impugned demand was issued, as the letter and claims therein are illegal,

				barred by limitation and have been issued without authority of law. For counter.
15	T.A.No.7 of 2022	Kamachi Industries Limited Versus (i)Chairman/TANTRANSCO (ii) MD/TANTRANSCO (iii) CE/Grid Operations (iv) Director/Operations & ors.	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	W.P.No.475 of 2021 trd. by Hon'ble High Court of Madras in the matter of adjustment of units.
16	T.A.No.8 of 2022	M/s.ARS Energy Pvt. Limited Versus (i) Chairman / TANTRANSCO (ii) MD/TANTRANSCO (iii) CE/Grid Operations (iv) Director/Operations (v) Director/Distribution (vi) SE/Chennai EDC/North	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	W.P.No.11480 of 2021 trd. by Hon'ble High Court of Madras in the matter of adjustment of units.
17	T.A.No.9 of 2022	Suryadev Alloys & Powers Pvt. Limited Versus (i)Chairman / TANGEDC (ii)MD/TANTRANSCO & Ors.	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	W.P.No.12062 of 2021 trd. by Hon'ble High Court of Madras in the matter of adjustment of units
18	T.A.No.10 of 2022	Tulsyan NEC Limited Versus (i) Ch/TANTRANSCO (ii) MD/TANTRANSCO (iii) CE/Grid Operations (iv) Director/Operations (v) Director/Distribution (vi) SE/Chennai EDC/North	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	W.P.No.12083 of 2021 trd. by Hon'ble High Court of Madras in the matter of adjustment of units.
19	T.A.No.11 of 2022	Kamachi Industries Limited Versus (i) Chairman/ TANTRANSCO (ii) MD/TANTRANSCO (iii) CE/Grid Operations (iv) Director/Operations	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	W.P.No.12584 of 2021 trd. by Hon'ble High Court of Madras in the matter of adjustment of units.

20	T.A.No.12 of 2022	OPG Power Generation Pvt. Limited Versus (i) Ch./TANTRANSCO (ii) MD/TANTRANSCO & Ors.	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	W.P.No.15861 of 2021 trd. by Hon'ble High Court of Madras in the matter of adjustment of units.
21	D.R.P.No.3 of 2023	M/s.MALCO Energy Limited Versus (i) CMD/TANGEDCO (ii) CE/PPP (iii) SE/Mettur EDC (iv) SLDC	Adv.Rahul Balaji Adv.Richardson Wilson	To set aside the impuged communications dated 13.02.2015 and 24.04.2015 and the consequential demand of the 3rd respondent letter dt.29.06.2015 demanding a sum of Rs.8,58,23,430/- and pass other orders. For arguments.
22	D.R.P.No.4 of 2023	Tamil Nadu Newsprint & Papers Limited Versus (i) CMD/TANGEDCO (ii) CE/PPP (iii) SE/Karur EDC (iv) SLDC	Adv.Rahul Balaji Adv.Richardson Wilson	To set aside the impugned communications dated 13.02.2015 and 24.04.2015 and the consequential demand of the 3rd respondent letter dt.21.07.2016 demanding a sum of Rs.2,64,97,493/- and pass other orders. For arguments.
23	D.R.P.No.5 of 2021	M/s.Arkay Energy (Rameswaram) Limited Versus (i) CMD/TANGEDCO Ltd (ii) CE/GTS, TANGEDCO (iii) SE/GTS, Ramnad Circle	Adv.Anirudh Krishnan Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	Direct the respondents to pay a total sum of Rs.128 crores along with interest towards illegal deduction, compensation for deviation 15% of the contracted value, power supplied to the captive consumers, power supplied 10% over and delayed payment along with interest. For arguments as a last chance.
24	D.R.P.No.7 of 2022	M/s.Arkay Energy (Rameswaram) Limited Versus (i) Principal Secretary to Govt., Energy Department, GoTN (ii) CMD/TANGEDCO	Adv.Anirudh Krishnan Adv.Richardson Wilson	To offset the adverse financial impact on the generating company as a result of operating and maintaining the power plant as per the directions of the GoTN

				<p>under section 11(1) and determine the price payable for the energy that was injected during the year 2009-10 and 2010-11 into the Tamil Nadu Grid for which payments to the tune of Rs.92.10 crores have not been made by the respondent and direct the 2nd respondent herein to make the said payment to the petitioner herein.</p> <p>For arguments as a last chance.</p>
25	R.A.No.1 of 2024	<p>M/s.KR Wind Energy LLP</p> <p>Versus</p> <p>(i) CE/NCES, TANGEDCO</p> <p>(ii) CFC/Revenue, TANGEDCO</p> <p>(iii) SE/Dindigul EDC</p>	<p>Adv.R.S.Pandiyaraj</p> <p>Adv.Richardson Wilson</p>	<p>Direct the respondents to give adjustment of the banked energy available in the Group Captive Generator's account, maintained in the generation end EDC and to treat the unutilised banked energy for encashment at 75% of the relevant tariff rate as per the Wind Tariff Orders issued by the Commission.</p> <p>Remand made by Hon'ble APTEL in its order dated 30.11.2023 in Appeal No.853 of 2023 setting aside the orders of the Commission in D.R.P.No.1 of 2023 for consideration afresh in accordance with law.</p> <p>For arguments.</p>

26	D.R.P.No.10 of 2023	M/s.Krishnaveni Carbon Products Pvt Limited Versus (i) CE/NCES, TANGEDCO (ii) CFC/Revenue (iii) SE/Tirunelveli EDC	Adv.R.S.Pandiyaraj Adv.Richardson Wilson	To quash the 3rd respondent's impugned demand notice No.SE/TEDC/TIN/DFC/AO/WIND/AS/F.OASoftware/ D.No.354/23 dt.08.05.2023. For arguments.
27	I.A.No.1 of 2023 & D.R.P.No.18 of 2023	M/s.Sri Gomathy Mills Pvt. Limited Versus (i) CE/NCES, TANGEDCO (ii) CFC/Revenue, TANGEDCO (iii) SE/Tirunelveli EDC	Adv.R.S.Pandiyaraj Adv.Richardson Wilson	Direct the 3rd respondent not to take any coercive action of disconnecting the petitioner's HTSC No.4 till this matter is finally disposed of and also quash the impugned demand notice dated 10.03.2023 for Rs.1,03,99,200/- and the BOAD Audit Slip No.28 dt.1.8.2019 as illegal, arbitrary and contrary to the Wind Tariff Orders. For arguments.

(By order of the Commission)

Secretary
Tamil Nadu Electricity
Regulatory Commission