

No.14/ 2024 dated: 19-03-2024

**TAMIL NADU ELECTRICITY REGULATORY COMMISSION****CAUSE LIST for 21-03-2024****(Court Sitting will be held through Virtual & Physical Mode)****Venue: Court Hall of the Commission****Time : 11.00 AM**

<b>Sl. No</b>	<b>Case No.</b>	<b>Name of the Parties</b>	<b>Counsel / Party</b>	<b>Remarks</b>
1	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 filing I.A. by the petitioner and for admission of the main petition.
2	D.R.P.No.5 of 2023	Solitaire BTN Solar Private Limited Versus (i) TANGEDCO (ii) SLDC (iii) TANTRANSCO	SKV Law Offices  Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To issue directions treating the loss of generation of 1985.52 MUs as computed from April 2020 till January 2022 on account of curtailment of power as deemed generation and to direct TANGEDCO to make payments of Rs.2,46,44,455 along

				with carrying cost of Rs.82,38,300. For arguments.
3	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 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. For arguments of the respondent.
4	D.R.P.No.12 of 2023	M/s.Narbheram Solar TN Private Limited Versus (i) CMD/TANGEDCO (ii) CE/NCES (iii) SLDC / TANTRANSCO	Adv.Rahul Balaji  Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	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. For arguments of the respondent.
5	D.R.P.No.13 of 2023	M/s.NVR Energy Pvt Limited Versus (i) CMD/TANGEDCO (ii) CE/NCES (iii) SLDC / TANTRANSCO	Adv.Rahul Balaji  Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	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 financial year 2019-2020 and 2020-2021. For arguments of the respondent.
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 arguments.
7	M.P.No.26 of 2023	Naveen Cotton Mill Private Limited Versus (i) TANGEDCO (ii) SE/Tirunelveli EDC	Adv.R.S.Pandiyaraj  Adv.N.Kumanan	Direct the Respondents, to revise the Energy Wheeling Agreement, by ordering to

		(iii)SE/ TANGEDCO	Adv.A.P.Venkatachalapathy	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 arguments.
8	I.A.No.2 of 2023 & M.P.No.29 of 2023	M/s.Annamalai University Versus (i) CMD/TANGEDCO (ii) SE/Cuddalore EDC (iii) CFC/Regulatory Cell	Adv.E.C.Ramesh  Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To set aside the impugned communication dated 24.8.2004 bearing Lr.No.SE/CEDC/CUD/AO/R/Audit-03-04/95/A4/2004 and to classify the HTSC 95 under Tariff-IIA for Educational Institutions instead of Commercial Tariff. For arguments on the I.A. filed by the petitioner.

(By order of the Commission)

Secretary  
Tamil Nadu Electricity  
Regulatory Commission