

No.11/ 2024 dated: 08-03-2024

TAMIL NADU ELECTRICITY REGULATORY COMMISSION**CAUSE LIST for 12-03-2024****(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	D.R.P.No.18 of 2021	M/s. Amarjothi Spinning Mills Limited Versus (i) CMD/TANGEDCO (ii) Director /Finance (iii) SE/Theni EDC	Adv.R.S.Pandiyaraj Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	For order.
2	D.R.P.No.8 of 2023	M/s.OPG Power Generation Pvt. Limited Versus (i) CMD/TANGEDCO (ii) TANTRANSCO (ii) SE/CO/TANTRANSCO	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	For order.
3	D.R.P.No.3 of 2024	M/s.SEPC Power Pvt. Limited Versus TANGEDCO	M/s.J Sagar Associates Adv.N.Kumanan & Adv.Venkatachalapathy	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.

4	D.R.P.No.19 of 2023	M/s.Kamuthi Renewable Energy Limited Versus (i) CMD/TANGEDCO (ii) CE/NCES, TANGEDCO	Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	<p>Declare that under law, the applicable Regulations and the "Comprehensive Tariff Order on Solar Power, the petitioner is entitled to and has correctly accounted for payments made against its energy bills under the EPA and the respondent is required to pay the interest stipulated under the EPA and direct the respondents to pay Rs.41,10,50,492/- including interest as on 11.10.2023 and payable against LPS and further pendente lite interest.</p> <p>For counter.</p>
5	D.R.P.No.20 of 2023	M/s.SEP Energy Pvt. Ltd Versus i) CE/NCES, TANGEDCO ii) CFC/Revenue iii) SE/Tirunelveli EDC iv) CMD/TANGEDCO	M/s.MSA Partners Adv. N.Kumanan & Adv.A.P.Venkatachalapathy	<p>Hold and direct TANGEDCO to compensate and pay the principal along with interest which totalling to Rs.2,53,97,360 towards the loss caused to the petitioner.</p> <p>For counter.</p>
6	M.P.No.41 of 2023	M/s.Ind Bharat Power Gencom Limited Versus (i) CMD/TANGEDCO (ii) M/s.OPG Power Generation Pvt. Limited (iii) MALCO Energy Limited	M/s.Shree Law Services Adv.Richardson Wilson for R-1 Adv.Rahul Balaji for R-2 & R-3	<p>To initiate proceedings against the 1st Respondent for wilful, tenacious and continuing non-compliance and contravention of the order of the Commission in R.A.No.3 of 2020 dated 09.03.2021 and R.P.No.4 of 2021 dated 06.07.2023 under section 142 & 146 of the Electricity Act, 2003.</p> <p>For further hearing.</p>

Batch cases - In the matter of levy of penalty on alleged excess drawal of power – For arguments				
7	T.A.No.1 of 2022	M/s.Sundaram Clayton Limited Versus (i) CMD/TANGEDCO (ii) SE/CEDC/West (iii) Arkay Energy (Rameswaram) Limited	M/s.Sarvabhauman Associates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy for R-1 & R-2 Adv.Mahasweta for R-3	W.P.No.25357 of 2010 trd. by Hon'ble High Court of Madras in the matter of levy of penalty on alleged excess drawal of power.
8	T.A.No.2 of 2022	M/s.Sundaram Clayton Limited Versus (i) CMD/TANGEDCO (ii) SE/CEDC/West (iii) Arkay Energy (Rameswaram) Limited	M/s.Sarvabhauman Associates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy for R-1 & R-2 Adv.Mahasweta for R-3	W.P.No.25245 of 2010 trd. by Hon'ble High Court of Madras in the matter of levy of penalty on alleged excess drawal of power.
9	T.A.No.3 of 2022	M/s.Sundaram Clayton Limited Versus (i) CMD/TANGEDCO (ii) SE/Dharmapuri EDC (iii) Arkay Energy (Rameswaram) Ltd	M/s.Sarvabhauman Associates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy for R-1 & R-2 Adv.Mahasweta for R-3	W.P.No.25246 of 2010 trd. by Hon'ble High Court of Madras in the matter of levy of penalty on alleged excess drawal of power.
10	T.A.No.4 of 2022	M/s.Lucas TVS Limited Versus (i) Chairman / TANGEDCO (ii) SE/Chennai EDC/West (iii) Arkay Energy (Rameswaram) Limited	M/s.Sarvabhauman Associates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy for R-1 & R-2 Adv.Mahasweta for R-3	W.P.No.25247 of 2010 trd. by Hon'ble High Court of Madras in the matter of levy of penalty on alleged excess drawal of power.
11	T.A.No.5 of 2022	M/s.Sundaram Fasteners Limited Versus (i) Chairman / TANGEDCO (ii) SE/CEDC/West (iii) Arkay Energy (Rameswaram) Limited	M/s.Sarvabhauman Associates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy for R-1 & R-2 Adv.Mahasweta for R-3	W.P.No.25248 of 2010 trd. by Hon'ble High Court of Madras in the matter of levying penalty on alleged excess drawal of power.
12	M.P.No.23 of 2023	M/s.Christian Medical College Versus (i) CMD/TANGEDCO (ii) SE/Vellore EDC	S.Ramasubramaniam & Associates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy	To set aside and declare as illegal, the letter No.SEV/RCS/AS/AAG's Audit 2004, dated 20.08.2004 issued by the 2nd Respondent and consequently direct the Respondents to classify the HTSC No.1095 of the

				<p>petitioner under the Tariff for Educational Institutions instead of the Commercial Tariff.</p> <p>For arguments as a last chance.</p>
13	M.P.No.24 of 2023	<p>M/s.Christian Medical College</p> <p>Versus</p> <p>(i) CMD/TANGEDCO</p> <p>(ii) SE/Vellore EDC</p>	<p>S.Ramasubramaniam & Associates</p> <p>Adv.N.Kumanan & Adv.A.P.Venkatachalapathy</p>	<p>To set aside and declare as illegal, the letter No.SEV/Comml/EE/T/A EE1/SFMC/CR.No.7887 /2002 dt.27.09.2002 issued by the 2nd Respondent and consequently direct the Respondents to classify the HTSC No.1001, 1003, 1007 and 1059 of the petitioner under the Tariff for Educational Institutions instead of the Commercial Tariff.</p> <p>For arguments as a last chance.</p>
14	M.P.No.25 of 2023	<p>M/s.Vijay Velavan Spinning Mills Private Limited</p> <p>Versus</p> <p>(i) TANGEDCO</p> <p>(ii) SE/Palladam EDC</p>	<p>Adv.R.S.Pandiyaraj</p> <p>Adv.N.Kumanan</p> <p>Adv.A.P.Venkatachalapathy</p>	<p>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.</p> <p>For arguments.</p>

15	M.P.No.26 of 2023	<p>Naveen Cotton Mill Private Limited Versus (i) TANGEDCO (ii) SE/Tirunelveli EDC (iii)SE/ TANGEDCO</p>	<p>Adv.R.S.Pandiyaraj Adv.N.Kumanan Adv.A.P.Venkatachalapathy</p>	<p>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 arguments.</p>
16	D.R.P.No.2 of 2023	<p>NLC India Limited Versus (i) CMD/TANGEDCO (ii) CE/NCES, TANGEDCO (iii) CE/Transmission (iv) CE/SLDC</p>	<p>HSB Advocates Adv.N.Kumanan & Adv.A.P.Venkatachalapathy</p>	<p>Direct the respondents to comply with the order of the Commission dt.5.4.2022 in M.P.No.1 of 2021 and to pay to the petitioner a sum of Rs.51,08,16,706/- for the period upto June 2022 as a compensation for issuing backing down instructions to Renewable Energy plants for reasons other than grid security. For arguments.</p>
17	D.R.P.No.9 of 2023	<p>M/s.OPG Power Generation Pvt. Limited Versus CMD/TANGEDCO</p>	<p>Adv.Rahul Balaji Adv.N.Kumanan & Adv.A.P.Venkatachalapathy</p>	<p>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</p>

				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.
18	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.
19	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.

20	D.R.P.No.17 of 2023	M/s.SEPC Power Pvt. Limited Versus TANGEDCO	M/s.J Sagar Associates Adv.Richardson Wilson	Hold and declare that as per Section 11(2) of the Electricity Act, 2003, SEPC is entitled to receive actual cost of generation of power supplied under section 11(1) including supply periods and direct the TANGEDCO to compensate a total sum of Rs.122,69,82,905/- crores till 12.06.2023 towards actual cost of generation for power supplied including interest of Rs.18,65,27,398/-. For arguments as a last chance.
21	M.P.No.1 of 2023	CE/PPP, TANGEDCO Versus M/s.SEPC Power Pvt. Ltd	Adv.Richardson Wilson M/s.J Sagar Associates	To ratify the power dispatched from M/s.SEPC Power Private Ltd to the grid on pass through as per the MoP guidelines dt.5.5.2022 and to fix the tariff for the power supplied from 30.04.2022 to 30.11.2022 by considering the payment already made by relaxing certain provisions of PPA / Addendum-3 as a one-time measure. For arguments as a last chance.
22	M.P.No.6 of 2023	M/s.SEPC Power Private Limited Versus TANGEDCO Ltd	M/s.J Sagar Associates Adv.Richardson Wilson	To approve the actual capital cost incurred by the petitioner as being the "Trued Up Capital Cost" in terms of Article 3.9, Article 12 and Article 14 of the PPA read with Regulations 18 to 20 and 90 of the TNERC - Tariff Regulations 2005 and to approve

				<p>the revised tariff as per the Trued Up Capital Cost which shall be applicable from 3rd anniversary of the CoD.</p> <p>For arguments as a last chance.</p>
23	M.P.No.30 of 2023	<p>CE/PPP, TANGEDCO</p> <p>Versus</p> <p>M/s.SEPC Power Pvt. Limited</p>	<p>Adv.Richardson Wilson</p> <p>M/s.J. Sagar Associates</p>	<p>To ratify / approve the power dispatched from M/s.SEPC Power Pvt Limited - 525 MW to the grid on pass through basis as per the guidelines issued by MoP under section 11 of the Electricity Act and to fix the tariff for the power supplied from 16.04.2023 to 30.09.2023 as per the tariff fixed by MoP.</p> <p>For arguments as a last chance.</p>

(By order of the Commission)

Secretary
Tamil Nadu Electricity
Regulatory Commission