

BEFORE THE KARNATAKA ELECTRICITY REGULATORY COMMISSION

No. 16 C-1, Miller Tank Bed Area, Vasanth Nagar, Bengaluru- 560 052

Dated : 9th October, 2018

Present:

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

O P No. 201/2017

BETWEEN:

Asian Fab Tec Limited,
Plot No.15, II Phase,
Peenya Industrial Area,
Bengaluru – 560 058.

.. **PETITIONER**

[Represented by Shri Reuben Jacob, Advocate]

AND:

Bangalore Electricity Supply Company Limited,
K.R. Circle,
Bengaluru - 560 001.

.. **RESPONDENT**

[Represented by Shri Shahbaaz Husain, Advocate]

ORDERS

1) This is a Petition, under Section 86 of the Electricity Act, 2003, praying to:

- (a) Approve the extension of time of six months, for achieving scheduled commissioning date, granted by the Respondent (BESCOM), as per letter dated 09.01.2017, vide ANNEXURE – E, without any change of

tariff in respect of the Petitioner's Solar PV 10MW project at Sira Taluk, Tumakuru District as per PPA dated 12.01.2015, vide Annexure – A: and

- (b) Pass such other Order/s, as the Commission deems fit in the facts and circumstances of this case.
- 2) The facts of the case, as submitted by the Petitioner, may be summed up, as follows:
- (a) By Request for Proposal (for short 'RFP) dated 30.05.2014, the Karnataka Renewable Energy Development Limited (for short 'KREDL') invited proposals from eligible, interested persons, for undertaking development of projects for generation of 500 MW of power under Solar Thermal Technology (Solar Thermal Project) or Solar PV Technology (Solar PV Project) or both. In pursuance of the said RFP, the Petitioner submitted its bid for development of 10 MW Solar PV Project in Sira Taluk, Tumakuru District. After evaluation of the proposals of the different bidders, the bid offered by the Petitioner was accepted and a letter of award and allotment letter dated 19.11.2014 was issued in favour of the Petitioner.
 - (b) Thereafter, a Power Purchase Agreement (PPA) was entered into on 12.01.2015 between the Petitioner and the Respondent (BESCOM).
 - (c) The said PPA was approved by the Commission on 04.05.2015. As per Article 3.1 of the PPA, the Effective Date is the date of execution of the PPA by both

the parties. Further, as per the Article 4.1, the Conditions Precedent had to be achieved by the developer within 365 days from the Effective Date and as per Article 8.5, the developer had to commission the Project within 18 months from the Effective Date. Hence, in respect of the Petitioner's Project, the Effective Date was 12.01.2015, the Conditions Precedent were to be achieved by 11.01.2016 (365 days) and the Project was required to be commissioned by 11.07.2016 (18 months).

(d) The Petitioner, vide letter dated 20.06.2016, requested the Respondent (BESCOM) for extension of time of three months for commissioning of the Project, citing the following reasons:

- (i) The PPA, though executed on 12.01.2015 was approved by the Commission on 04.05.2015, because of which there was delay in, getting the financial assistance approved, Plant construction and commissioning.
- (ii) On account of pre-monsoon rains during the first week of May 2016, the execution of works, which were at the stage of completion, were seriously hampered.

It was also stated that the Project was completed and was in the advanced and final stage of commissioning.

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- (e) As there was no response from Respondent (BESCOM) and as the Petitioner had completed the commissioning work within the said period of three months, the Petitioner, vide letter dated 15.11.2016, requested for permission to synchronize the power Plant to the Karnataka Power Transmission Corporation Limited (KPTCL) grid and also sought extension of six months' time from the Scheduled Commissioning Date (SCOD). It was also stated that, though the Project was completed two months ago, the Petitioner was not able to synchronize on account of lack of communication regarding extension of SCOD, due to which, all the activities relating to the KPTCL's office regarding approval of drawings, inspection of equipment and site inspections were held up. That, also on account of the fact that during the monsoon, one of the lake bunds was severely damaged, leading to heavy water logging for a long time in the Plant.
- (f) By communication dated 09.01.2017, the Respondent (BESCOM) informed the Petitioner regarding its approval of extension of time upto 11.01.2017, without any penalty, as per Article 5.7 of the PPA, to achieve the SCOD of the Project. On 19.01.2017, after commissioning the Project, including two other Projects of 5 MW and 3 MW in the same location, a Commissioning Certificate dated 19.01.2017 was issued by the KPTCL.
- (g) By its letter dated 31.05.2017, Respondent (BESCOM) informed the Petitioner that a Petition has to be filed before the Commission, for approval of the extension of time. Hence, the Petitioner has filed this Petition.

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- 3) The grounds urged by the Petitioner, in support of its prayers, may be summarized, as follows:
- (a) The PPA was approved by the Commission almost four months after signing of the PPA. Noticing the fact that, only after the approval of the Commission, the PPA can actually come into effect, for the purpose of starting the works and obtaining the financial assistance, in the subsequent PPAs the date of approval of the PPA by the Commission is taken as the Effective Date. Hence, the period of about four months, between 12.01.2015 to 04.01.2015, should be excluded in computing the 18 months' period (allowed for achieving the COD).
- (b) From the first week of May, 2016, when the Project work was almost 90% complete and was at the final stage of construction and installation, on account of heavy pre-monsoon rains in the locality, the Petitioner was not able to execute the works for almost two months resulting in delay, as proved by the photographs of the site vide ANNEXURE-D series, produced. This clearly falls within the *Force Majeure* Events, affecting the developer, preventing the developer from performing its obligations under Article 5.1 and thereby entitling it for the benefit of time extension under Article 5.7.
- (c) If the date of approval of the PPA by the Commission and the *Force Majeure* Events are considered, the Petitioner would be entitled for extension of the SCOD, by six months (maximum permissible limit), without incurring any penalty regarding the Liquidated Damages or change in the applicable

tariff. This aspect was considered by Respondent (BESCOM), while granting extension of time, by letter dated 09.01.2017.

- 4) Upon issuance of Notice, the Respondent (BESCOM) entered appearance through the counsel and filed Objections, which may be stated, as follows:
 - (a) The Petitioner, vide letter dated 20.06.2016 ,had requested for extension for 3 months from the SCOD, quoting certain reasons.
 - (b) The Petitioner, vide letter dated 15.11.2016, had made another request for extension of the Scheduled Commissioning Date, by 6 months, citing Article 14- 'Force Majeure' clause of the PPA.
 - (c) The Respondent (BESCOM) had communicated approval for extension of the SCOD to 11.01.2017, without penalty, as per Article 5.7 of the PPA, subject to furnishing of Bank Guarantees with the revised validity dates. That however, the Respondent (BESCOM), vide letter dated 31.05.2017, informed the Petitioner to file a Petition before the Commission with all the relevant documents, for seeking approval for extension of the commissioning date, as per the directions of the Commission, vide letter dated 05.04.2017.
 - (d) The Effective Date is not the date of approval of the PPA, for practical purposes, as the Effective Date is clearly mentioned in the PPA as, the date of execution of the PPA, and the same has been accepted by the Petitioner.

The Petitioner having accepted the said Effective Date, at the time of signing the PPA, is now estopped from claiming otherwise.

- (e) While the Petitioner urges that, for the subsequent PPAs, the Effective Date is the date of approval of PPA by the Commission and, therefore, it is just to treat the Effective Date for the instant PPA as the date of approval by the Commission, it has not disclosed the fact that, the subsequent PPAs prescribed only 12 months from the Effective Date as the SCOD, as against 18 months given in the instant PPA. Therefore, the averments of the Petitioner in this aspect are not viable for any consideration and the Effective Date shall remain as the date of execution of PPA, as per the terms of the PPA.
- (f) The Respondent (BESCOM) has, therefore, prayed for dismissal of the Petition, in the interest of justice.
- 5) We have heard the learned counsel for the parties and perused the material placed on record. The following issues would arise, for our consideration:
- (1) Whether the extension of time, granted by the Respondent (BESCOM) to the Petitioner, for achieving commercial operation of the Petitioner's Plant, can be subjected to legal scrutiny by the Commission?
 - (2) Whether the Petitioner has made out a case for deferment or extension of the Scheduled Commissioning Date of its Plant, as per the terms of the PPA?
 - (3) What should be the tariff for the Project, for the term of the PPA?

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- (4) What Order?
- 6) After considering the submissions made by the counsel for the parties and the pleadings and other material placed on record, our findings on the above issues are as follows:
- 7) **ISSUENO.(1):** *Whether the extension of time, granted by the Respondent (BESCOM) to the Petitioner, for achieving commercial operation of the Petitioner's Plant, can be subjected to legal scrutiny by the Commission?*
- (a) Article 5.7.1 of the PPA does not specifically stipulate that, any extension of time granted by the Respondent (BESCOM), should be got approved by the Commission. However, it stipulates the grounds, on which alone the time could be extended, for achieving the commercial operation. Article 12.2 of the PPA provides for reduction of the tariff, as a consequence of the delay in the commissioning of the Project, beyond the SCOD, subject to certain terms and conditions stated, therein. Whenever an event affects the quantum of tariff applicable for supply of energy to the Distribution Licensees, we are of the considered opinion that the same should be scrutinized and approved by the Commission. It is a settled law that this Commission has the exclusive jurisdiction, to determine the tariff for supply of electricity, by a Generating Company to a Distribution Licensee and it has to regulate the electricity purchase and the procurement process of the Distribution Licensees, including the price at which the electricity shall be procured from the different agencies, through PPAs. Therefore, we hold that, even in the

absence of a specific term in the PPA, an event affecting or altering the tariff, already approved in the PPA, should also be got approved by this Commission.

- (b) We further note that, the tariff determination/fixation of price for electricity, is not an adversarial proceedings. The consumer, though, not a formal party, ultimately pays for the supply of electricity and is the most affected party. The Commission is required to safeguard such consumers' interest. While upholding the role of the Commission, as a regulator and custodian of the interest of consumers, the Hon'ble Supreme Court, in the case of *All India Power Engineers Federation Ltd. vs. Sasan Power Ltd.*, reported in (2017) 1 SCC 487, has held that, even if parties to a contract (generating company – seller of energy and distribution licensee – buyer of energy) waive off a certain term affecting the tariff, the Commission, as a custodian of consumers' interest, has to intervene and exercise its regulatory powers. Accordingly, we hold that the Commission has the mandate and powers to scrutinize the correctness and the legality of the extension of time, granted by the Respondent (BESCOM).

- (c) Therefore, we answer Issue No.(1), in the affirmative.

- 8) **ISSUE No.(2):** *Whether the Petitioner has made out a case for deferment or extension of the Scheduled Commissioning Date of its Plant, as per the terms of the PPA?*
- (a) We note that under Article 4.1 of the PPA the Conditions Precedent have to be achieved in full within 365 days from the Effective Date, unless the same is affected by a *Force Majeure* event, or if any of the activities is waived by the Respondent in writing. The Effective Date as per Article 3.1 of the PPA is the date of execution of the PPA by both the parties. As per Articles 5.1 and 8.5 of the PPA, it is the obligation of the developer to commission the Project and commence supply of power to the Respondent (BESCOM), no later than the SCOD, i.e., 18 months from the Effective Date. Articles 4.3 and 5.8, respectively, provide for the Liquidated Damages, for delay in achieving Conditions Precedent and commencement of the supply of power by the developer. Article 14 of the PPA deals with the *Force Majeure* Events. Article 5.7 provides for extension of time to the developer for performing its obligations. Article 12 provides for the applicable tariff.
- (b) As per Article 5.7 of the PPA, the extension of time for commissioning the Project can be granted to the developer by the Respondent (BESCOM), if the developer is prevented from performing its obligations due to any BESCOM's 'Event of Default' or the *Force Majeure* Events. The *Force Majeure* Events and the requirement of issuing a written Notice are specified in Articles 14.3 and 14.5 of the PPA. Under Article 14.4 of the PPA, which specifies the *Force Majeure* exclusions, it is necessary to examine if the *Force Majeure* Events

were caused by the non-performing party's negligent or intentional acts, errors or omissions. Keeping these clauses in mind, we need to examine, if the Petitioner was, in any manner, negligent in performing its obligations under the PPA or was prevented from executing the Project, within the timeline, due to any *Force Majeure* Events.

- (c) It is the case of the Petitioner that, the delay in implementing the Project was due to the delay in the approval of the PPA by the Commission and the pre-monsoon rains in May, 2016, when the Project was almost 90% complete. The Respondent (BESCOM), vide letter dated 09.01.2017, had granted six months' extension of time to commission the Project, without any penalty, but on 31.05.2017, informed the Petitioner to file a Petition before this Commission, seeking approval of the extension of time.
- (d) The PPA is signed by the parties on 12.01.2015. The Conditions Precedent had to be achieved within 365 days from the date of signing the PPA and the Project had to be commissioned within 18 months from the date of signing the PPA. The achievement of the Conditions Precedent would include obtaining of all the approvals by the SPD.
- (e) The Petitioner claims that, the benefit of exclusion of the period, from the date of execution of the PPA to the date approval of the PPA, by the Commission, has to be given to the Petitioner, as this caused delay in implementing the Project. The recitals in the PPA would reveal that, the parties have signed

the PPA and copies of the same were delivered on the date of the PPA. A signed copy of the PPA would be sufficient to proceed with the preliminary works for implementation of the Project. The approval of the PPA by the Commission took some time, as certain clarifications were sought from the Respondent. The approval of the PPA has no bearing on the initial obligations of the developer such as, applying for approvals, loans, etc. The Petitioner has not produced any document to show that any of its application for approval, loans etc. was rejected or delayed on this count. Therefore, we are unable to accept that, the time taken for approval of the PPA is a *Force Majeure* Event, causing delay in the commissioning of the Project. The provisions of the PPA do not provide for exclusion of the time taken for approval of the PPA, in counting the period available for commissioning the project. Hence, the time taken in the regulatory process for approval of the PPA, cannot be termed as 'delay'. In any case, as noted earlier, it is not shown that the absence of approved PPA prevented the Petitioner from taking any step/action to implement the Project. It may also be noted that, the learned counsel for the Petitioner, at the time of arguments, has submitted that their alternative argument that the date of approval of the PPA is to be taken as the Effective Date, would not be pressed.

- (f) The other ground urged by the Petitioner is that, due to pre-monsoon rains during May 2016, which were beyond the control of the parties, the Project could not be commissioned within time. The Petitioner has produced the photographs, statedly of the site, to demonstrate that work was hampered

due to rains. The Respondent (BESCOM) has contended that the Petitioner, in its letter dated 20.06.2016, seeking extension of SCOD, had cited other reasons like, the legal issues on marketable title of land, delay in the land procurement and conversion, delay in the funding by banks/financial institutions, establishing a common pooling station for evacuation of power, in addition to the pre-monsoon rains during the period from 1st week of May 2016, which is stated to have continued on the date of the letter. In the letter dated 15.11.2016, seeking extension of SCOD, the Petitioner has mentioned that the Project was completed on 10.09.2016 and the cause of delay in completion of the Project was due to the delay in the conversion of land, the damage to one of the lake bunds during monsoon, causing water logging for a long time in the Plant and the delay in obtaining approval from the KPTCL, for various activities. Thus, we need to examine the averment of the Petitioner that, the rains hampered the Project work during May 2016, when the Project of almost 90% complete. The photographs, statedly of the site, produced by the Petitione, would reveal that the Project implementation work was only in the initial stages. While a small part of the Solar mounting structure appears to have been almost ready, cement pillars for the rest and the control room were apparently under construction, with the power transformer in the process of being delivered to the Project site and the land levelling work of some part of the Project site still under progress. Therefore, it cannot be believed that, as on 20.06.2016, the Project work was 90% complete. The other reasons like, land related issues and evacuation approvals, might have caused some delay, but as these have not been

pleaded or argued, with supporting proof, and also the related authorities have not been made parties, we would reject them.

- (g) We note that, it is a settled law that the *Force Majeure* clause in the PPA has to be strictly interpreted. Notice of *Force Majeure* Event, as required under Article 14.5, had to be given by the Petitioner, to invoke the benefit of the said clause. No notice, as contemplated under the clause, is stated to have been issued by the Petitioner to the Respondent. None of the reasons or events cited by the Petitioner, for the delay in commissioning of its Project, would establish the *Force Majeure* Events, mentioned in the PPA, as held in the preceding paragraphs. Hence, we consider that the Petitioner is not entitled to the extension of time for commissioning the Project, beyond the scheduled date, as provided in the clauses of the PPA. Consequently, the Petitioner would be liable for payment of the Liquidated Damages, as per Article 5.8 of the PPA.
- (h) We have held that, the Petitioner is not entitled to the extension of time to commission the Project. Admittedly the Petitioner has not achieved the Conditions Precedent, within the specified time, as required under the PPA. The actual dates, on which they were achieved, have not been furnished or elaborated by the Petitioner. For the same reasons, as applicable to rejection of the Petitioner's claim for extension of time for achieving SCOD, any claim of the Petitioner for extension of time, for achieving the Conditions Precedent is liable to be rejected. Thus, we hold that for not complying with the timelines

as mentioned in the PPA for Conditions Precedent and commissioning of the Project, the Petitioner is required to pay damages for such delay, as per Articles 4.3 and 5.8 of the PPA.

(j) The Hon'ble Supreme Court of India, in Civil Appeal No.3600 of 2018 (*M.P.Power Management Company Ltd. Vs Renew Clean Energy Pvt. Ltd., and another*), decided on 05.04.2018, has held that, for delay in achieving the Conditions Precedent and commissioning of the Project, the Generating Company is liable to pay damages, as stipulated in the PPA.

(k) Therefore, we answer Issue No(2), in the negative.

9) **ISSUE No.(3):** *What should be the tariff for the Project, for the term of the PPA?*

(a) Articles 12.1 and 12.2 of the PPA read as follows:

"12.1 The Developer shall be entitled to receive the tariff of Rs.6.74 per kWh of energy supplied by it to BESCO in accordance with the terms of this Agreement during the period between the COD and the Expiry Date.

12.2 Provided further that as a consequence of delay in commissioning of the project beyond the Scheduled Commissioning Date, subject to Article 4, if there is a change in the KERC applicable Tariff, the changed applicable Tariff for the project shall be the lower of the following:

i. Tariff at in Clause 12.1 above.

ii. KERC applicable Tariff as on the commercial operation date."

(b) Article 12.2 of the PPA, extracted earlier, provides for reduction of tariff, as a consequence of the delay in commissioning of the Solar Power Project beyond the Scheduled Commissioning Date, subject to certain terms and conditions stated therein. This is in view of the fact that this Commission periodically determines generic tariff, for supply of electricity generated from the various sources, to the Distribution Licensees, based on among other parameters mainly Capital cost of the generating plant. Such generic tariff is made available for a period normally longer than a year called as 'Control Period' during which the Generating Plants get implemented and commissioned at the normative capital cost adopted in the Generic Tariff Order, generally after the execution of a PPA with the Distribution Licensee. Such PPA also has a clause, stipulating the time, within which the power supply should commence, so that the Distribution licensee can plan further supply to its consumers. The time, ordinarily required to complete various pre-commissioning activities and commissioning of the Project, which in respect of megawatt scale Solar Power Plants is taken as, 12 months to 18 months. Any delay or failure in the commencement of power supply, within the agreed date, would disrupt the operation of the Distribution Licensees, like the Respondent (BESCOM), which could also result in their power procurement from alternative expensive sources, leading to higher retail tariff to the consumers or short supply, leading to revenue loss to them and even to imposition of penalties for not meeting the Renewable Purchase Obligation (RPO) fixed by this Commission. The Capital Cost of the Solar Power Plants has been coming down, very rapidly, in the recent years,

because of the advancement in technology and the production efficiency, as well as economies of scale because of largescale Solar capacity addition, across the globe. Thus, generic tariff for megawatt scale Solar Power Plants, which was fixed at Rs.14.50 per unit in the Commission's Order dated 13.07.2010, has been successively reduced to Rs.8.40 per unit in the Order dated 10.10.2013, Rs.6.51 per unit in the Order dated 30.07.2015 and then to Rs.4.36 per unit in the Order dated 12.04.2017 and now revised to Rs.3.05 per unit in the Order Dated 18.05.2018.

- (c) The Petitioner is not entitled to the tariff, originally agreed to in the PPA, at Rs.6.74 per unit, when admittedly the Plant was not commissioned within the stipulated time and it is entitled only for the revised tariff as on the date of commissioning of the Plant as per Article 12.2 of the PPA. Admittedly, in the present case, the generic tariff for the Solar Power Plants, that was agreed to in the PPA, was revised much before the Plant was ready for commissioning. In any case, the Petitioner having voluntarily entered into a PPA, which has a clause providing for revision of the tariff agreed to, if there is a delay in commissioning of the Project, within the scheduled period, cannot now wriggle out of such a clause without valid grounds.
- (d) The PPA provides that, the tariff on the date of commercial operation will be applicable for the Project. The Project, as per the certificate produced, is stated to have been commissioned on 11.01.2017, though not supported by proof of injection of power into the grid, as required under Article 21.1 of the

PPA. The Petitioner has not furnished any material particulars of the cost incurred in implementing the Project and the period when the investments were actually made. We may safely infer that, the major part of the investments have been made, after the receipt of necessary approvals, in the year 2016, by which time, the Capital Cost had come down, substantially, as compared to the date when the Petitioner bid for the Project, and consequently, the Commission had revised the generic tariff for the Solar Power Projects, based on such Capital Cost. In any case, as noted earlier, as per the terms and conditions of the PPA, the tariff payable to the Petitioner is not based on the Capital Cost incurred by the SPD/Petitioner in the Project implementation, but the tariff as per the relevant clauses of the PPA.

- (e) The Hon'ble Supreme Court of India, in Civil Appeal No. 1220 of 2015 (*Gujarat Urja Vikas Nigam Limited VS EMCO Limited and another*), decided on 02.02.2016, has held, as follows:

“31. Apart from that both the respondent No.2 and the appellate tribunal failed to notice and the 1st Respondent conveniently ignored one crucial condition of the PPA contained in the last sentence of para 5.2 of the PPA: -

*‘In case, commissioning of solar Power Project is delayed beyond 31st December 2011, GUVNL shall pay the tariff as determined by Hon'ble GERC for Solar Projects effective on the date of commissioning of solar power project or above mentioned tariff, **whichever is lower.**’*

The said stipulation clearly envisaged a situation where notwithstanding the contract between the parties (the PPA),

there is a possibility of the first Respondent not being able to commence the generation of electricity within the "control period" stipulated in the 1st tariff order. It is also visualised that for the subsequent control period, the tariffs payable to PROJECTS/ power producers (similarly situated as the first Respondent) could be different. In recognition of the said two factors, the PPA clearly stipulated that in such a situation, the 1st Respondent would be entitled only for lower of the two tariffs...."

- (f) Further, In the decision of the Hon'ble Appellate Tribunal for Electricity, in Appeal No. 221/2016 and others, dated 07.05.2018 (*Savitha Oil Technologies Ltd vs KERC & another*), it has been held that, the tariff, as on the Commercial Operation Date, is applicable for a Project and the tariff should not be linked to the date of signing or approval of the PPA. The relevant portions of the judgment are extracted below:

"xi. Further, it is a settled practice under the Section 62 of the Act that tariff determination process under various regulations for a new project begins from the COD of the said project as per extant regulations of the control period where COD of the project takes place. Subsequently, the tariff of such project is adjusted based on regulations/orders of the subsequent control period and it is not linked to the date of signing/approval of the PPA. If the PPA is approved at a later date or in other control period, the tariff is applicable from the COD date as per prevalent regulation at that time.

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xiv. In the present case too after carefully considering the provisions of the Act, 2004 Regulations, 2005 Order, 2009 Order, earlier judgement of this Tribunal and keeping in view the interest of the consumers it would be correct to draw a conclusion that the tariff applicable to the Appellants' WPPs would be as per the 2005 Order during which COD of the WPP

has happened. The same corollary is applicable to other WPPs having COD is in some other control period."

(g) The ratio of the above judgments of the Hon'ble Supreme Court and of the Hon'ble Appellate Tribunal for Electricity, is applicable to the Petitioner's case. Hence, we hold that the Petitioner's Plant is entitled to a tariff of Rs.6.51 per unit for the term of the PPA, as per the Generic Tariff Order dated 30.07.2015, prevalent on the date of commissioning of the Project. Hence, in the circumstances and on the facts of the case, we hold that the Petitioner's Plant is entitled to a tariff of Rs.6.51 per unit for the term of the PPA, as per the Generic Tariff Order dated 30.07.2015.

(h) Accordingly, we answer Issue No.(3), as above.

10) **ISSUE No. (4):** *What Order?*

For the foregoing reasons, we pass the following:

ORDER

(a) It is declared that the Petitioner is not entitled to any of the reliefs, sought for, in the Petition;

(b) The Petitioner is entitled to a tariff of Rs.6.51 (Rupees Six and Paise fifty-one) only per unit, the varied tariff, as applicable on the date of commissioning of the Petitioner's plant, as fixed by the Commission in

the Order dated 30.07.2015, for the term of the PPA, as per Article 12.2 of the PPA; and,

- (c) The Petitioner is also liable to pay damages, as provided under Articles 4.3 and 5.8 of the PPA.

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

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

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