

BEFORE THE HIMACHAL PRADESH ELECTRICITY REGULATORY  
COMMISSION, SHIMLA.

In the matter of-

M/s Door Sanchar Hydro Power (P) Ltd.  
93, Phase-I Industrial Area,  
Punchkula, Haryana- 134113  
.....Petitioner

Versus

1. The HPSEB Ltd., thro' its  
Executive Director (Pers.),  
Vidyut Bhawan, Shimla-04.
2. The Chief Engineer (Comm),  
HPSEBL Shimla-04.
3. The Chief Engineer (SO&P),  
HPSEBL Shimla-04

.....Respondents

Petition No. 182 of 2014  
(Decided on 03.03.2015)

CORAM

Subhash C. Negi  
CHAIRMAN

Present:-

for the petitioner  
for the Respondents

Sh. Ajay Vaidya, Advocate  
Sh. Ramesh Chauhan  
(its authoised Representative) and  
Sh. Mahesh Sirkek, CE(Comm.)

**ORDER**

M/s Door Sanchar Hydro Power (P) Ltd. having its corporate office at 3<sup>rd</sup> Floor Rider House, 136, Sector-44, Gurgaon (HR) and Regd. Office at 93, Phase-1, Industrial Area, Panchkula (Haryana), has moved the above cited petition, seeking intervention of this Commission, under Section 86(1)(f) of the Electricity Act, 2003, for resolving the dispute regarding the payment of Rs.1,13,42,588/- alongwith interest @18% thereon, for Saleable Deemed Generation for the years 2011-12, 2012-13 and 2013-2014 upto

date, in relation to its Rukti-II Hydro Electric Project, with installed capacity of 5 MW, on Rukti Khad a tributary of Satluj river in Distt. Kinnaur.

2. The Himachal Pradesh State Electricity Board Ltd, (in brevity HPSEBL) has filed short reply contending that this petition is premature and not maintainable, particularly when remedy for Good Faith Negotiations, as provided in Clause 13.1 of the PPA, is available to the petitioner under the Power Purchase Agreement and has not yet been exhausted.

3. Clause 13.2 of the Power Purchase Agreement dated 24<sup>th</sup> May, 2010, clearly stipulates that all disputes arising out of or relating to the Agreement, as are not resolved per Clause 13.1, are to be adjudicated or referred to arbitration by the Commission as per Section 86(1)(f) of the Electricity Act, 2003.

4. In view of the submissions made on behalf of the HPSEBL and the provisions in the Clause 13.2 of the PPA, this petition, being premature, is dismissed and the parties are directed to resort to inter-parties negotiations i.e. the mode provided in the PPA itself. The Commission also expects that parties will try to conclude dispute resolution within the time frame as laid down by HPSEBL in its notification dated 13.2.2015.

Sd/-  
**(Subhash C. Negi)**  
**Chairman**