

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. 211 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 authorised Representative) and
Sh. Mahesh Sirkek, CE(Comm.)

ORDER

M/s Door Sanchar Hydro Power (P) Ltd. having its corporate office at 3rd 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, relating to surcharge on late payment of energy bills, 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) contends that the remedy for Good Faith Negotiations, as provided in Clause 13.1 of the PPA has not yet been exhausted. Further in response to the notice received from the petitioner an amount of Rs. 9,06,320/-against the claim of Rs. 11,24,313/- has been released to the petitioner and has informed the petitioner that the details of surcharge worked out by him were not matching with the records of the HPSEBL and the petitioner, therefore, has been requested to depute the representative of the firm to reconcile the figures at the earliest. The petition, being premature, is not maintainable and deserves to be dismissed.

3. Clause 13.2 of the Power Purchase Agreement dated 24th 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