

M/s Everest Power Pvt. Ltd. Vs. the HPPTCL

**IA No. 269 of 2023
in
Petition No. 46 of 2021**

15.12.2023

Present: Sh. Rajnish Maniktala Sr. Advocate, along with Sh. Hemant Singh and Sh. Vipul Sharda, Ld. Counsels for the Petitioner.

Sh. Vikas Chauhan, Ld. Counsel for the Respondent alongwith Sh. Virender Kumar, DGM (C&M) .

DAILY ORDER

The file taken up today pursuant to the application for ad-interim injunction filed by the Petitioner, which is duly supported by an affidavit.

Sh. Vikas Chauhan, Ld. Counsel appearing for the Respondent filed reply which is taken on record.

Sh. Rajnish Maniktala Ld. Sr. Advocate submits that due to devastating rains in the monsoon season, the Malana-II HEP was forced to shut down and, as such, and no transmission charges were required to be raised by the Respondent for the said period. He has further submitted that in any event, the Respondent cannot demand the transmission charges beyond 35% of the capacity of line, till disposal of the Petition as ordered by the Commission vide Order dated 27.11.2021. However, contrary to the same, the Respondent has raised bills for the payment of 100% of the capacity of line vide bills dated 05.08.2023, 02.09.2023, 03.10.2023 and 01.12.2023

contrary to the interim Order passed by this Commission. According to him, the Petitioner shall pay the 35% of the transmission charges, as and when the bills are raised by the Respondent and prays that the invoices dated 05.08.2023, 02.09.2023, 03.10.2023 and 01.12.2023 be stayed, the Petitioner be permitted to make payment of 35% of the demand/ bill of the transmission charges of the capacity of line, to restrain the Respondent from taking any coercive action against the Petitioner till pendency of the Petition and to restrain the Respondent from encashing the bank guarantee.

Sh. Chauhan, Ld. Counsel appearing for the HPPTCL submits that no payment of transmission charges has been made by the Petitioner w.e.f. August, 2023 and, as such, the Respondent was constrained to invoke the bank guarantee but even after encashing the bank guarantee, the Petitioner is liable to pay the outstanding amount accrued till November, 2023. Sh. Chauhan submits that the directions of the Commission for paying the 35% of the demand/ bills of the transmission charges was only upto July and thereafter, bills have been raised for 100% of the capacity of the line.

We have carefully gone through the submissions. The Bank Guarantee has already been encashed as the Petitioner was in arrears w.e.f. August, 2023. As submitted by Sh. Manikatla, Ld. Sr. Advocate, Petitioner shall pay the transmission charges @ 35% of

the bills/ demand raised by the Respondent. We also direct the Respondent to accept 35% of the demand/ bills till disposal of the Petition and on the payment of the same, no coercive action shall be taken against the Petitioner by the Respondent. The Petitioner shall also file a fresh Bank Guarantee as per terms and conditions of the Agreement failing which the Respondent shall be free to take action as per terms and conditions of the Agreement and the prevailing Regulations.

The application is disposed off accordingly. Be tagged to the main file for record.

The main Petition is already listed on 27.12.2023 at 11:00 AM for completion of proceedings.

-Sd-
(Yashwant Singh Chogal)
Member (Law)

-Sd-
(Devendra Kumar Sharma)
Chairman