

The HPSEBL Versus The SJVNL, the DOE, the HPPTCL, the HPPCL ,the HPSLDC and Consumer Representative

Filing No.287 of 2026

16.09.2026

Present: Sh. Rajesh Kashyap, Ld. Counsel for the Petitioner.
Ms. Rashmi Vaish, Ld. Counsel for the Respondent No. 1.
Sh. Arvind Kumar, Law Officer for the Respondent No. 2.
Ms. Anita Sharma, Addl. Superintending Engineer for the Respondent No. 5
None for the Respondents No. 3, 4 and 6.

DAILY ORDER

Reply of the Respondent No. 1 has come on record.

On scrutiny of the Petition, the following discrepancies are required to be replied by the Petitioner.

S. No	Draft PSA	Remarks
1.	Definitions: 11. Delivery Point means the interconnection point where electricity is delivered by STPL to the <u>Inter-State Transmission System</u> for accounting purposes. 32. Transmission System means the Inter-State System used for evacuation and delivery of power from the Generating Station. 5.1.1 The Generating Station is connected to the state transmission network through dedicated evacuation facilities comprising the Buxar TPS-Naubatpur 400 kV D/C transmission line, associated 400/220 kV Inter-Connecting Transformers (ICTs) and other transmission facilities forming part of the approved evacuation system. 5.1.2 The Delivery Point for supply of power under this Arrangement shall be the point of Injection of power from the STPL Generating Station (switchyard/Bus -bar of STPL) <u>into the Intra State Transmission System</u>. The contracted power shall be supplied on an ex-bus basis and evacuated through the transmission system connected to the Generating Station. 5.1.3 STPL shall be responsible for	The Delivery Point for the transmission of power needs to be clarified as there has been ambiguity for the same in the draft PSA supplied in the Original Petition. Further, it has been mentioned that there exists a dedicated evacuation facility from the Power Station. The details of the transmission charges and losses for the same needs to be informed and has to be adequately addressed in the draft PSA. Also, the Intra-state transmission system involved for evacuation of power be incorporated in the draft PSA.

	evacuation of power up to the Delivery Point. All the charges & loss beyond the delivery point shall be borne by HPSEBL.	
2.	7.1 Energy accounting for billing and settlement purposes shall be based on the readings of Special Energy Meters (SEMs) Installed at the Delivery Point and the <u>State Energy Accounts (SEA) issued by the State Load Dispatch Centre (SLDC)</u> or any other competent authority in accordance with the applicable regulations, procedures and guidelines in force from time to time. The SEA, as finalized by the competent authority, shall be final and binding on both Parties for the purpose of accounting and settlement of energy supplied under this Arrangement.	The State SLDC issuing the State Energy Accounts (SEA) needs to be exclusively mentioned in the PSA. Since, it is an Inter-state transaction, the basis for the billing should ideally be based on the Regional Energy Account (REA) issued by the concerned Regional Authority. The same needs to be explained.
3.	8.1 HPSEBL shall pay Capacity Charges corresponding to the allocated capacity of 198 MW in accordance with the tariff determined by the Hon'ble Central Electricity Regulatory Commission (CERC) from time to time. Till the approval/ Issuance of provisional/ interim /final order by CERC, 90% of Capacity charges filed before Hon'ble CERC shall be applicable for payment of Capacity Charges.	Interim tariff is to be given by the CERC as per the prevailing regulations, then, this provision/ arrangement of 90% capacity charges needs to be explained.
4.	8.4 The Parties acknowledge that, in terms of the <u>provisos of the CERC Tariff Regulations, 2024</u> , the weighted average price of fuel procured from an alternative source shall not exceed 30% of the base price of fuel. Further, where the Energy Charge Rate (ECR) determined on account of the use of such alternative source of fuel exceeds 30% of the Base Energy Charge Rate approved by the Commission for the relevant year or exceeds 20% of the Energy Charge Rate applicable for the previous month, whichever is lower, STPL shall undertake prior consultation with HPSEBL at least three (93) days in advance, in accordance with the applicable CERC Regulations to the extent attributable to the power supply under this agreement. The Energy Charges so determined shall remain recoverable from HPSEBL in accordance with the applicable Regulations and any subsequent amendments or orders issued by the Commission.	Which provisos of the CERC Regulations? Needs to be exclusively mentioned.
5.	12.4 STPL shall be responsible only for DSM or other commercial liabilities directly attributable to its failure to comply with the declared availability, generation schedule or applicable Grid Code, <u>except where such non-compliance results from Force Majeure</u> , Grid restrictions, transmission constraints, backing down instructions issued	Why STPL is liable only for limited DSM. It should be as per Grid Code/ Regulations. Why Force Majeure clause relating to DSM not applicable for HPSEBL.

	by RLDC/SLDC/Grid-India or any competent authority, fuel constraints recognized under applicable regulations, or any event beyond the reasonable control of STPL.	The same needs to be clarified.
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Let reply to the above queries be filed within three days.

Petition admitted. Be registered, if not already registered.

Arguments heard. Order reserved.

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(Shashi Kant Joshi)
Member-cum-Chairman