

**Before the**  
**MAHARASHTRA ELECTRICITY REGULATORY COMMISSION**  
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**Case No.157 of 2023**

**Petition of M/s Sahyadri Industries Ltd. seeking directions against MSEDCL to comply  
the terms of Wind Energy Purchase Agreement**

**Coram**

**Sanjay Kumar, Chairperson**  
**Anand M. Limaye, Member**  
**Surendra J. Biyani, Member**

M/s Sahyadri Industries Ltd (SIL) ... **Petitioner**

V/s

Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) ... **Respondent**

**Appearance:**

For Petitioner : Mrs. Dipali Sheth (Adv.)

For Respondent : Mr. Abhishek Khare (Adv.)

**ORDER**

**Dated:23 April 2024**

1. M/s Sahyadri Industries Ltd. ( **Petitioner/ Sahyadri/SIL** ) filed the present Petition on 6 June 2023 seeking directions against MSEDCL to comply the terms of Wind Energy Purchase Agreement (**WEPA**) , refund the wrongful recovery of the tax on sale of power and refund the excess of open access charges paid pursuant to the TDS to the extent of two percent (2%) of the open access charges. The said Petition has been filed under Section 86 (1)( e) and 86 (1) (f) of the Electricity Act, 2003 (**EA/ Act**).

**2. The Petitioner's main prayers are as follows:**

- (a) *Direct the Respondent to make payment for the wind energy generated by the Petitioner regularly and in timely manner as per all the WEPAs;*
- (b) *Direct MSEDCL to make payment of all the outstanding amount towards Sales Invoices due within seven (7) days a sum of Rs. 2,28,17,201.5/- (Rupees Two Crore Twenty-Eight Lakh Seventeen Thousand Two Hundred One and Paise Fifty Only) which is due for period from April, 2018 till May 15, 2023 as detailed in Annex "E";*
- (c) *Direct MSEDCL to make payment of the outstanding amount towards DPC dues as per the WEPAs a sum of Rs. 4,60,09,566/- (Rupees Four Crore Sixty Lakh Nine Thousand Five Hundred and Sixty-Six Only) and interest on DPC amounting to (Rs. 1,31,95,415/- (Rupees One Crore Thirty-One Lakh Ninety-Five Thousand Four Hundred and Fifteen Only which is due from April, 2018 to May 15, 2023 as detailed in Annex "E");*
- (d) *Direct the Respondent to refund the wrongful recovery of the tax on sale of power amounting to Rs. 6,69,223.08/- (Rupees Six Lakhs Sixty-Nine Thousand Two Hundred Twenty-Three and Eight Paise Only);*
- (e) *Direct the Respondent to refund the excess of open access charges paid pursuant to the TDS to the extent of two percent (2%) of the open access charges amounting to Rs.2,78,278.01/- (Rupees Two Lakh Seventy-Eight Thousand Two Hundred Seventy-Eight and One Paise Only) paid until now;*
- (f) *Direct the Respondent to pay carrying cost at the rate of 15% per annum for the delay in payment of the DPC for sale of power to the Respondent;*
- (g) *Direct MSEDCL to make payments along with DPC in case of any delay in making payment;*
- (h) *Direct MSEDCL to furnish head wise details of payments made to the Petitioner;*

**3. The Petition states as follows:**

- 3.1. SIL has installed wind energy projects of 18.4 MW at Satara and Nashik district.
- 3.2. SIL has raised mainly three issues in the Petition which are elaborated as under:

*Issue I: To make payment of all the outstanding amount towards Sales Invoices, payment of the outstanding amount towards DPC and interest on DPC from April, 2018 to 15 May, 2023*

- 3.3. SIL has entered into various WEPAs with MSEDCL for the sale of power generated by

its wind energy projects.

3.4. Details of Wind projects of SIL and their WEPA are given below:

Capacity (MW)	No. of Locations	WEPA Details
18.4	25	11WEPAs (21.05.2007,04.01.2012,30.07.2013,21.08,2013, 17.01.2019,06.05.2019,27.05.2019,11.12.2019, 22.07.2020, 09.03.2021, 29.09.2021)

3.5. WEPAs of SIL have following provision with regards to DPC and credit period:

WEPA Date	Credit Period	Rate of interest for DPC
04.01.2012, 30.07.2013	60 days from date of receipt of Invoice	1.25% Per month
21.07.2007, 21.08.2013	45 days from date of receipt of Invoice	2% above the SBI short term lending rate
06.05.2019, 17.01.2019, 27.05.2019, 11.12.2019, 22.07.2020, 09.01.2021, 29.09.2021	Short Term WEPA- 60 days from date of receipt of Invoice	

3.6. Subsequent to the supply of power, SIL has raised monthly invoices on MSEDCL for the energy generated and supplied by it.

3.7. MSEDCL has not making the payments and there have been considerable delays in the payments.

3.8. The claim of SIL for the invoices from April 2018 to 15 May 2023 is as under:

Particulars	Amount in Rs.
Principal amount	Rs. 2,28,17,201.5/-
DPC payment	Rs. 4,60,09,566/-
Interest on DPC	RS. 1,31,95,415/-

Background of earlier claims of the Petitioner in Case No. 199 of 2018:

3.9. SIL had earlier filed the Petition in Case No. 199 of 2018 wherein it claimed the pending dues for the period from 1 April 2017 upto 30 March 2018.

3.10. The Commission disposed of the said Petition vide Order dated 28 September 2018 (in Case No. 199 of 2018 (**Original Order**)) and directed the parties to reconcile and further

allowed MSEDCL to release payments as per payment plan submitted by MSEDCL dated 12 September 2018 (**Payment Plan**) before the Commission.

- 3.11. Thereafter, SIL and MSEDCL had undertaken reconciliation on 15 October 2018 according to which MSEDCL was required to release an amount of Rs. 1,94,00,584.81/- towards DPC being claimed up to March, 2018.
- 3.12. MSEDCL on 16 September 2022 released such payment of Rs. 1,94,00,584.81/-.
- 3.13. As SIL had not agreed to payment plan which was not in accordance with the WEPAs, SIL had filed an Appeal No. 13 of 2019 before the Hon'ble Appellate Tribunal for Electricity (**ATE**) against the Original Order.
- 3.14. The Hon'ble ATE vide its Judgment dated 6 October 2022 remanded the matter to the Commission to determine the liability of MSEDCL and provide for appropriate measures for enforcement of such liability in a time bound manner.
- 3.15. The Commission vide Order dated 12 January 2023 in the remanded Case No. 199 of 2018 (**Remand Order**) determined the liability for generation from April 2017 to March, 2018 and did not adjudicate any issue related to the generation months after April, 2018 and further issues that have arisen thereafter.
- 3.16. Therefore, the Petitioner has filed the present Petition for recovery of pending dues after April 2018.

Undertaking submission to waive of DPC on unpaid invoices :

- 3.17. In order to receive at least principal amounts which remained unpaid for long time and in order to support MSEDCL, SIL furnished an undertaking dated 4 December 2020 to waive DPC on unpaid invoices raised during the period from May 2018 to March 2021 (**Undertaking**) on the basis of promise that the payment shall be released in agreed and stipulated time.
- 3.18. The agreed time for payment was understood to be thirty (30) days from the date of undertaking. However, even after giving the undertaking, MSEDCL did not release payments in a timely manner.
- 3.19. In view of the foregoing as MSEDCL did not pay the payment in the agreed time, the SIL vide letter dated 16 November 2022 revoked the undertakings dated 4 December 2020
- 3.20. MSEDCL is further liable to compensate SIL before the delay in payment of DPC. MSEDCL being required to pay the DPC for payment of the principal amount, interest/carrying cost till the time the amounts due and payable are fully paid to the Petitioner.

- 3.21. The Undertaking provides for the words “on or before \_\_\_\_\_” . The due date is inadvertently left blank in the Undertaking and the said period was orally agreed and understood as thirty (30) days in line with Orders of the Commission which directed MSEDCL to make payment in thirty (30) days after which carrying cost was applicable.
- 3.22. As per Section 12.02 of the WEPAs dated 21 May 2007 and 21 August 2013, in case of any delay by MSEDCL in paying amounts towards invoices raised by SIL, interest at the rate of State Bank of India (SBI) Short Term Lending Rate +2% was to be applicable.
- 3.23. However, SBI discontinued with levy of SBI Short Term Lending Rate and since SBI Short Term Lending Rate is no longer available.
- 3.24. Therefore, SIL has calculated DPC considering fifteen percent (15%) p.a. which is interest rate levied on MSEDCL’s consumers as well as interest in other WEPAs entered into by MSEDCL with the Petitioner and other generators and requested to consider DPC at 15% p.a. for the WEPAs dated 21 May 2007 and 21 August 2021.

ISSUE II: TOSE (Tax on sale of Electricity ) of Power of the Petitioner’s consumer :

- 3.25. SIL vide letter dated 4 February 2019 had informed MSEDCL about the wrongful recovery of the tax on sale of power of SIL’s consumer. SIL is generating and consuming its own electricity.
- 3.26. As per Section 3 of the Maharashtra Tax on Sale of Electricity, 1963, the tax will be levied by MSEDCL to a consumer for sale of electricity. However, such tax is not applicable to the Petitioner as there is no sale of electricity.
- 3.27. The wrongful recovery for tax on sale of power had been not done after April 2019.
- 3.28. SIL vide letter dated 14 September 2019 further requested to refund wrongful recover of tax on sale of power amounting to Rs. 6,69,223.08/-.
- 3.29. MSEDCL vide letter dated 19 June 2019 sought guidelines from Government of Maharashtra (GoM) on this issue of levy of TOSE and had accepted the fact that there were wrong recoveries aggregating upto Rs. 76.11Cr. with respect to TOSE from January 2019 to May 2019 made and the same shall be refunded to such captive consumers.

ISSUE III: TDS on Open Access charges :

- 3.30. SIL vide letter dated 15 December 2014 had informed MSEDCL that open access charges paid by SIL for its wind power generating station located at Chalkewadi, Satara attracts Tax Deducted at Source (TDS) under Section 194 C of the Income Tax Act, 1961.

- 3.31. However, MSEDCL informed SIL that SIL was liable to make full payments towards such open access charges and thereafter only MSEDCL would issue credit notes.
- 3.32. This practice has resulted in excess payment to MSEDCL to the extent of two (2%) of the open access charges amounting to Rs.2,78,278.01/- to be refunded back to SIL.
- 3.33. The present Petition is not barred by limitation as MSEDCL admitted its liability to pay DPC from May 2018 in December 2020.

**4. MSEDCL in its reply dated 22 December 2023 stated as under:**

- 4.1. SIL is seeking payment of the DPC/LPS for the period of April 2018 till May 2023 allegedly claiming an amount of Rs. 4,60,09,566/-. The total claim of the Petitioner is detailed as below:

<b>Sr No</b>	<b>Particulars</b>	<b>Generation Month</b>	<b>Amount</b>
1	Principal o/s	April, 2018 to March-23	2,28,17,201.50
2	DPC	April, 2018 to March-23	4,60,09,566.00
3	Penal Interest	April, 2018 to March-23	1,31,95,415.00
4	Wrongful recovery of the tax on sale of power		6,69,223.08
5	Refund the excess of open access charges paid pursuant to the TDS to the extent of two percent (2%) of the open access charges		2,78,278.01
		<b>Total</b>	<b>8,29,69,683.59</b>

- 4.2. SIL has filed the present Petition on 22 June 2023. Therefore, SIL can claim only from the period of the preceding 3 years i.e., from June 2020.
- 4.3. The delay in making payment is neither deliberate nor intentional and is solely attributable to the financial constraints of MSEDCL which have arisen due to increase in revenue gap and shortfall in collection as per ARR.
- 4.4. The Outstanding Principal Claim as raised by SIL in this Petition only pertains to the period from February 2021/February 2022/October 2022 to March 2023 only amounting of Rs.2,28,17,203.09/-.
- 4.5. MSEDCL has already paid this amount to SIL except for the amount due in the February 2022 invoice since SIL has not yet submitted the invoice for the period of February

2022.

Submission of unconditional DPC Waiver undertaking:

- 4.6. SIL has willingly submitted an unconditional DPC Waiver undertaking with mutually agreed and discussed with MSEDCL on 4 December 2020 and the same is recorded in the Commission's Combined Order dated 12 January 2023 in Case No 199, 245 and 273 of 2018.
- 4.7. SIL has sent a Letter dated 16 November 2022 {after 2 years} to MSEDCL and stated that payment against these invoices were abnormally delayed and to revoke the undertaking. The Question that arises here is "Why M/s SIL has revoked this undertaking after 2 years?".
- 4.8. SIL is also aware that it will receive DPC payment with penal interest as per the liability as determined by Commission. Therefore, SIL has sent letter on 16 November 2022 for revocation of the undertaking to MSEDCL to get further payment of DPC with penal interest for period of May 2018 to March 2021 (undertaking period) with malafide intention.
- 4.9. The Commission vide Common Order dated 04 February 2022 of Case No 107 to 118 of 2021 directed MSEDCL to release outstanding amount of LPS, if any, subject to LPS waiver undertaking and fulfilment of conditions for invoices for the generation month of January 2020 to December 2020.
- 4.10. The Commission vide its ATE Remand Order dated 12 January 2023 directed SIL to raise approved claim amounts on MSEDCL with due date stipulated in respective WEPA and in case MSEDCL fails to pay within due date, SIL may take resort to mechanism stipulated in the recently notified Electricity (Late Payment Surcharge and related matters) Rules 2022 for recovering its due amount.

MSEDCL Compliance as per Commission's Order dated 12 January 2023

- 4.11. MSEDCL has complied with the Commission's Order dated 12 January 2023 in Case No. 199 of 2018 and has also made payments to SIL from February 2021 the details of which are given as below:

Sr No	Particular	Amount (in Rs.) paid	Date of Payment
1	DPC	45,77,000.00	13-04-2023
2	Interest on DPC	1,54,17,000.00	13-04-2023

- 4.12. MSEDCL already released DPC with Penal Interest amount of Rs.2.00 Cr in compliance of the Commission Order dated 12 January 2023.

- 4.13. SIL has Calculated DPC @ 15 % but as per DPC, the actual rate is SBI Short term Lending rate +2 %, therefore, MSEDCL has considered the rate as per PPA to be MCLR+ 2 %. For the 6.4 MW, at Chavneswar & Satara Location the rate is 15 % p.a.
- 4.14. SIL's claim of interest @ 1.25% per month on the Late Payment Surcharge (LPS) till final payment on outstanding DPC amount is not maintainable as such provision does not exist in the Power Purchase Agreement (PPA).

Payment by MSEDCL on the claim of SIL:

- 4.15. It has complied with the claim of SIL as represented as below:

Principal Claim by Petitioner	Amount	Principal o/s as per MSEDCL	Remark
April 2018 to March 2023	2,28,17,201.50	0.00	MSEDCL has already made the Payment against Principal o/s of Petitioner {Actual period of petition is Feb-21/Feb-22 & Oct-22 to Mar-23 only. Petitioner wrongly mention as from April-2018)
<b>Total Principal Claim</b>	2,28,17,201.50	0.00	

DPC Claim

DPC Period Claim by Petitioner	Amount	DPC as per MSEDCL	DPC Amount Calculated as per MSEDCL	Remark
April 2018 to March 2023	4,60,09,566.00	June 2020 to March 2021	0.00	DPC Waiver Undertaking for the May 2018 To March 2021 given by Petitioner
		April-2021 to Mar-2023	1,13,42,298.00	
<b>Total DPC Claim</b>	4,60,09,566.00	Total DPC Calculated	1,13,42,298.00	



		Less: DPC Paid by MSEDCL	78,83,664.00	DPC Paid on 08-06-2022/06-09-2022/02-11-2022 As per Wind Payment Plan
		Balance DPC Payable by MSEDCL	34,58,634.00	

Penal Interest:

Penal Interest Claim by Petitioner	Amount	Penal Interest as per MSEDCL	DPC Amount Payable as per MSEDCL	Remark
April 2018 to March 2023	1,31,95,415.00	April, 2018 to March 2023	0.00	Penal Interest is not applicable in present Case. Period is New.
<b>Total Penal Interest Claim</b>	1,31,95,415.00	Total Penal Interest Calculated	0.00	

ISSUE II: TOSE (Tax on sale of Electricity) of SIL's consumer

- 4.16. MSEDCL vide letter dated 30 January 2017 requested the Government of Maharashtra (GoM) for the guidelines for charging the ToSE to Open Access consumers.
- 4.17. Thereafter, MSEDCL started levying ToSE to all Open Access Consumers w.e.f January 2017.
- 4.18. There are several Captive Consumers sourcing power through Open Access to whom ToSE has been charged since January 2017 to May 2019. MSEDCL has received several representations from such captive consumers for not levying ToSE and demanded refund of the wrongly ToSE charged to them.
- 4.19. MSEDCL has stopped charging the ToSE to CPP consumers from June 2019 onwards.
- 4.20. As ToSE being revenue of GoM as such the decision of refunding of ToSE which is already collected and adjusted to GoM, falls under GoM purview. Therefore, MSEDCL vide letter dated 19 June 2019 requested GoM regarding the guidelines to refund the

ToSE charged to CPP consumers to the tune of Rs. 76.11 Cr. (From Jan 2017 to May 2019) and applicability of instalments for the refund through energy bill adjustments. However, the reply from GoM is awaited.

- 4.21. The instant Petition is barred by the Limitation Act, 1963. Therefore, this Petition deserves to be dismissed.

ISSUE III: TDS on Open Access charges :

- 4.22. SIL has not attached a TDS Certificate/Form 16 A in which certified that TDS was deposited in MSEDCL TAN and MSEDCL has informed to SIL regarding requirement of certificate/Form 16A.

- 4.23. MSEDCL TDS assessment is pending at various forum and unless & until the assessment of income of the company for the FY 2010-11 to FY 2014-15 completes, the refund/adjustment of TDS cannot be ascertained.

- 4.24. Hence, refund may be deferred till the completion of assessment by Income Tax department and also availability of FORM 16A from SIL.

5. **SIL in its rejoinder dated 8 December 2023 re-iterated similar submissions as mentioned in the Petition at para.3 above. The additional points in its rejoinder are as under:**

- 5.1. Petition is not barred by limitation as MSEDCL admitted its liability to pay DPC from May 2018 in December 2020 and requested the Petitioner to submit the undertaking dated 4 December 2020 (Undertaking). The Petitioner's claim for outstanding dues from April 2018, as per the Undertaking, is not barred by limitation. The limitation period of three (3) years recommenced on 4 December, 2020, and concluded on 3 December, 2023. The present Petition, filed on June 22, 2023, falls within this timeframe, affirming that it is not time-barred.

- 5.2. SIL has not received payments from the month of July 2023.

- 5.3. The revocation of the Undertaking was communicated to MSEDCL through a letter dated 16 November 2022 and which is deemed accepted by MSEDCL. The Undertaking is agreement requiring signatures from both parties to signify acceptance. However, MSEDCL has not signed or provided us with a copy of the agreement, leaving the Petitioner unaware of the number of days inserted in blank left inadvertently by MSEDCL, but the same cannot be discriminatory vis-à-vis other renewable energy generators and in contradiction to the orders of this Hon'ble Commission.

- 5.4. MSEDCL has sought undertaking based on agreed period of thirty (30) days for other similarly placed generators. MSEDCL being state utility cannot discriminate amongst the generators. Therefore, MSEDCL is put to strict proof for such period in other

undertakings. MSEDCL should file an affidavit detailing undertakings obtained and period agreed therein for the payment.

- 5.5. MSEDCL in its own admission, acknowledged releasing payments up to June 2023 for all wind generators. However, contradicting this statement MSEDCL asserted that it had already made payments for all principal amounts claimed by the SIL in the present Petition except for the period of February 2022.
- 5.6. MSEDCL has released payments towards principal payments till June 2023 subsequent to filing of the present Petition. The calculations in the excel sheet has been provided for outstanding dues had already been computed until 15 May 2023.
- 5.7. Moreover, the DPC amount disputed by MSEDCL in its response for the period from June 2020 to March 2021 is inaccurate, as the Undertaking was revoked. Also, if assuming but no admitting that the Undertaking was not revoked, it should be noted that this amount corresponds to DPC on pending invoice amounts. Furthermore, a sum of Rs. 78,83,664/- was received by SIL. However, MSEDCL did not disclose the purpose for which this payment was made.
- 5.8. TDS certificates were initially sent to MSEDCL vide letter dated December 15, 2014 (annexed as Annex K). Additionally, at the request of the Respondent vide their email dated December 22, 2023, TDS certificates were resent again vide email on the same day i.e., 22 December 2023.

**6. At the e-hearing through video conferencing held on 9 January 2024:**

- 6.1. SIL re-iterated its submissions as made out in the Petition and further stated that:
  - (i) It has received the principal amount till March 2023. However, it has not received. Principal amount for the month of February 2022.
  - (ii) Further, MSEDCL has paid the payment for the DPC amount. However, from MSEDCL submissions it is not clear for which month DPC payment which may be clarified by the MSEDCL.
  - (iii) MSEDCL also needs to pay the interest on DPC from April 2018 to March 2023.
  - (iv) MSEDCL has wrongly levied TOSE on its consumer which needs to be refunded and also levied TDS on the OA charges which needs to be refunded.
- 6.2. MSEDCL stated that:
  - (i) MSEDCL has already paid this amount to the Petitioner except for the amount due in the February 2022 invoice since the Petitioner has not yet submitted the invoice for the period of February 2022.

6.3. The Commission directed MSEDCL to pay following within 15 days:

- (i) Principal amount for Feb 2022 based on invoice submitted in Petition.
- (ii) Refund Tax on Sale of Electricity (ToSE). If required, based on Govt of Maharashtra's decision, amount can be adjusted subsequently.

***Commission's Analysis and Rulings:***

7. SIL has filed the present Petition for the payment of all the outstanding amount towards Sales Invoices and payment of the outstanding amount towards DPC dues and interest on DPC from April 2018 to 15 May 2023. However, Petitioner provides the excel calculations of DPC and interest on DPC up to March 2023. The Petitioner further sought for refund the wrongful recovery of TOSE and refund the excess of open access charges paid pursuant to the TDS to the extent of two percent (2%) of the open access charges.
8. SIL averred that MSEDCL is bound to pay the DPC and Interest on DPC in accordance with governing regulatory framework. Details of EPAs referred in this Petition are as below:

<b>Sr. No.</b>	<b>EPA Date (Including Short Term EPA)</b>	<b>Location</b>	<b>LPS/DPC provision in EPA</b>
1	4 January 2012	71,79,80,81, 84	@1.25% per month
2	4 January 2012	86	@1.25% per month
3	30 July 2013	153,154, 155	@1.25% per month
4	21 August 2013	145,146,148,149,150,157	@2% above SBI Short Term Lending Rate
5	21 May 2007	74,75	@2% above SBI Short Term Lending Rate
6	31 March 2018 (Short Term EPA )	1,2,3,4	
7	6 May 2019 (Short Term EPA )	5,6,7,8	

9. Considering documents placed on record and arguments made by the parties, the Commission needs adjudicate on following issues in the present matter:

*Issue I: Whether SIL is eligible for the LPS claim?*

*Issue II: If yes, whether the LPS claims made by SIL is barred by the law of limitation?*

*Issue III: Whether SIL is eligible for payment of all the outstanding amount, payment of DPC and interest on DPC amounting due from April 2018 to 15 May, 2023?*

*Issue IV: Whether SIL is eligible for refund of TOSE (Tax on sale of Electricity) of Power?*

*Issue V: Whether SIL is eligible for Tax Deducted at Source (TDS) on Open Access charges?*

The Commission has dealt with the above issues in the following part of the Order.

**10. Issue I: Whether SIL is eligible for the LPS claim?**

10.1 SIL has contended that as per its EPAs with MSEDCL (as mentioned above), the LPS is payable on bills which are paid after their due date i.e due date being 45 /60 days from raising of the bills. The relevant Article of the various EPAs are as reproduced below:

- (i) Section 11.04 of the two (2) EPAs dated 4 January 2012 and the EPA dated 30 July 2013:

*“Payments*

*The due date of payment shall be 60 days from receipt of the Seller’s monthly energy bills by the MSEDCL and will be paid by account payee’s cheque in the name of Seller or authorized representative, in whose name power of attorney is given by the Seller. In case of delay in payment beyond the due date, the Seller shall be entitled to late payment surcharge at the rate of 1.25% per month shall be levied by the generating company. The MSEDCL, however, shall be entitled to make adjustment in the Seller’s Invoices for any charges/costs incurred on behalf of the Seller and payable by the Seller under this Agreement. This shall be shown in the audited statement issued by MSEDCL..... ”*

- (ii) Section 12.02 of the EPAs dated 21 May 2007, and 21 August 2013:

*“The due date of payment shall be 45 days from receipt of Seller’s monthly energy bills by the MSEDCL and will be paid by account payee’s cheque in the name of Seller or authorised representative, in whose name power of attorney is given by the Seller. In case of delay in payment beyond the due date, the Seller shall be entitled to interest on such delayed payment at the rate of 2% per annum above the State Bank of India short term lending rates..... ”*

- (iii) Section 4 of the EPAs dated 31 March 2018 and 6 May 2019:

*“...Payments:*

*The due date for payment of Bill will be 60 days from the receipt of Bill by MSEDCL. In the event of the due date of payment being a Bank / Government /*

*MSEDCL holiday, next working day shall be considered as the due date of payment..”*

10.2 SIL submitted that its EPAs with MSEDCL do contain identical clauses w.r.t due dates/timelines for payments of invoices/bills as that of MERC RE Tariff Regulations, 2010/2015. SIL contended that regulatory framework governs the modalities of power sell and EPA.

10.3 The Commission notes that long term EPA ( as above-mentioned EPA ) has provision related to payment of LPS on default in payment of bill within due date. However, Short term PPA dated 31 March 2018 and 6 May 2019 did not have any provision for payment of LPS. The Commission notes that the issue of payment of LPS/DPC under Short Term EPA/PPA has been decided in its Order dated 17 August 2020 in Case No. 2 of 2020 (MSPL Ltd. Vs MSEDCL) as follows:

*“11.3 Thus, substantial outstanding principal amount has been paid by MSEDCL against STPPAs and only 2 months amount is pending now. However, there seems to be disagreement amongst the contracting parties on applicability of DPC under STPPAs. While MSPL Ltd has claimed late payment surcharge / DPC at the rate of 1.25% per month as per the provisions MERC Regulations, 2015 and RE Tariff Regulations, 2019, MSEDCL has opposed such contention on the ground that STPPAs executed with MSPL Ltd do not have clause for DPC payment.*

*11.4 The Commission notes that it is admitted fact that STPPA does not have clause relating to late payment surcharge / DPC for delayed payment. However, MSPL has relied upon MERC RE Tariff Regulations to claim such DPC. The Commission notes that MSEDCL’s proposal of purchasing short term power from Wind generators whose EPA has been at Rs. 2.25/kWh for Group I projects and at Rs. 2.52/kWh for Group II to IV projects and the same was approved by the Commission in its Order dated 15 November 2017 in Case No. 155 of 2017. In that Order, while allowing proposal of MSEDCL, the Commission has made following observations on terms of EPA:*

*“7. MSEDCL has stated that it has already agreed to short-term procurement of Wind Energy, at Rs. 2.52 per unit, from 103 Group II Generators whose EPAs with MSEDCL have expired but whose Projects have some remaining useful life. Several Group II and IV Generators have also approached MSEDCL for entering into fresh EPAs after the original EPA periods. MSEDCL has proposed to procure Wind Energy from them also at the same rate for short-term periods not less than 3 months. For Group I Projects, MSEDCL proposes to enter into short-term EPAs at Rs. 2.25 per unit. The quantum of such*

*procurement is sought to be counted towards MSEDCL's non-Solar RPO. The Commission's findings on this proposal are as follows*

.....  
4) *Since the other provisions of the fresh EPAs entered or proposed to be entered into by MSEDCL have not been set out in its Petition, the Commission presumes that they are in consonance with the past stipulations of the Commission and the rulings of the Appellate Tribunal for Electricity.*"

*Thus, while approving MSEDCL's proposal for short term procurement of Wind Power, the Commission noted that conditions of Short term EPAs need to be consonance with the past stipulations of the Commission and ruling of the APTEL. Therefore, DPC which is integral part of earlier EPAs and RE Tariff Regulations, needs to be included in Short Term PPAs. Hence, the Commission directs MSEDCL to pay DPC for delayed payment of principal amount as per provisions of relevant applicable provisions of RE Tariff Regulations.* [emphasis added]

Thus, in the above Order, the Commission has clearly ruled that short term EPA/PPAs which are being signed post expiry of generic tariff based long term EPAs should include provisions of LPS/DPC and accordingly allow levy of LPS/DPC even though no such specific clause is mentioned in the Short-Term EPA/PPA. The above ruling is squarely applicable to the present matter and accordingly, the Commission rules that MSEDCL is liable to pay DPC to SIL for delay in payment of principal amount under Short Term EPA also.

10.4 Thus, the Commission rules that SIL is eligible for LPS under long term and short-term EPAs referred in present matter.

11. ***Issue II: If yes, whether the LPS claims made by SIL is barred by the law of limitation?***

11.1 The Commission notes that MSEDCL in its submission has provided the amount on LPS liability of SIL. As per MSEDCL LPS liability needs to be within Law of Limitation.

11.2 The Commission notes that Hon'ble Supreme Court vide its Judgment dated 16 October 2015 in the case of *AP Power Coordination Committee vs. M/s Lanco Kondapalli Power Ltd.* has held that the provisions of the Limitation Act, 1963 shall be applicable to the State Commission where it executes its judicial powers under Section 86(1)(f) of the EA, 2003. Taking the cues from the above Judgment, the Commission deems it fit to apply principles encompassed in the Law of Limitation while evaluating the claims statement in present matter.

11.3 It is a settled position of law that mere representation or correspondence does not extend the period of limitation, it is only the filing and /or commencing of a legal proceeding that stops the period of limitation from running. This principle is underscored in ‘*State of Tripura v. Arabinda Chakraborty reported in (2014) 6 SCC 460*’. Based on the above principle, any claim prior to three years from date of filing of Petition is barred by limitation. In present Cases, SIL has filed the Petition on 6 June 2023. Accordingly, claims prior to June 2020 should have been barred by limitation.

11.4 Further, the Hon’ble Supreme Court Judgment dated 10 January 2022 has held that the period between 15 March 2020 till 28 February 2022 needs to be excluded for the purpose of limitation. Relevant part of the said Supreme Court Judgment is reproduced below:

*“I. The order dated 23.03.2020 is restored and in continuation of the subsequent orders dated 08.03.2021, 27.04.2021 and 23.09.2021, it is directed that the period from 15.03.2020 till 28.02.2022 shall stand excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi judicial proceedings.*

*II. Consequently, the balance period of limitation remaining as on 03.10.2021, if any, shall become available with effect from 01.03.2022.*

*III. In cases where the limitation would have expired during the period between 15.03.2020 till 28.02.2022, notwithstanding the actual balance period of limitation remaining, all persons shall have a limitation period of 90 days from 01.03.2022. In the event the actual balance period of limitation remaining, with effect from 01.03.2022 is greater than 90 days, that longer period shall apply.”*

11.5 Thus, in the above Order, the Supreme Court has excluded period from 15 March 2020, till 28 February 2022 for the purpose of limitation in respect of all judicial or quasi- judicial proceedings. Consequent to such exclusion, balance period of limitation remaining as on 15 March 2020 (although above order stated that balance period as on 3 October 2021, it needs to be read as 15 March 2020 as Supreme Court vide Order dated 29 September 2021 has ruled that balance period as on 15 March 2020 shall be available from 3 October 2021), if any, shall be available from 1 March 2022. However, in para III above, Supreme Court have further ruled that irrespective of such balance period, if period of limitation would have expired between 15 March 2020 to 28 February 2022, then such persons have limitation period of only 90 days from 1 March 2022 i.e. till 30 May 2022.

11.6 In present Case, dispute is regarding non-payment of dues. Rights to institute a suit or proceedings triggers after expiry of due date for payment mentioned in the bill



invoice. In normal course period of limitation to institute suite or proceeding for such non-payment is three years. Therefore, the limitation period for bill invoices whose due dates fall between 15 March 2017 to 28 February 2019 would have expired between 15 March 2020 to 28 February 2022. However, in view of the above quoted Supreme Court Order, although limitation has expired during above stated period, opportunity have been given to initiate suite or proceeding in extended limitation period i.e. till 30 May 2022. Any suit or proceeding initiated post 30 May 2022 for bill invoice having due date between 15 March 2017 to 28 February 2019 is time barred. SIL in its petition has raised its bills from April 2018 to March 2023. As this Petition has been filed on 6 June 2023 i.e. beyond the extended period of limitation (30 May 2022), all the claims whose due date for payment is prior to 28 February 2019 is barred by law of limitation and hence cannot be allowed.

11.7 The limitation period for invoices whose due date for payment is 1 March 2019 and beyond is not expired between 15 March 2020 to 28 February 2022 and hence in view of above quoted Supreme Court Order, for such invoices, balance period of limitation remaining as on 15 March 2020 shall be available from 1 March 2022. Based on such ~~facts~~ in the present case, claims for invoices whose due date for payment is 1 March 2019 or beyond, are within the limitation period. Therefore, for computing SIL's claim of LPS the period considered is w.e.f. bill month of January 2019, with the bill due date as, 29 March 2019 and thereafter subject to other conditions such as the undertaking given by the Petitioner for waiver of DPC for the period May 2018 to March 2021.

12. ***Issue III: Whether SIL is eligible for payment of all the outstanding amount, payment of DPC and interest on DPC amounting dues from April 2018 to 15 May 2023?***

12.1. SIL in its prayers and submissions mentioned that the payment of all the outstanding amount towards Sales Invoices and payment of the outstanding amount towards DPC dues and interest on DPC from April 2018 to 15 May 2023. However, Petitioner provides the excel calculations of DPC and interest on DPC up to March 2023.

12.2. MSEDCL has contended that the Outstanding Principal Claim as raised by Petitioner in this Petition only pertains to the period from Feb-2021/Feb 2022/Oct 2022 to Mar-2023 only amounting of Rs.2,28,17,203.09/- and MSEDCL has already paid this amount to the Petitioner except for the amount due for the month of February 2022 invoice since the Petitioner has not yet submitted the invoice for the period of February 2022.

12.3. Submission of SIL and MSEDCL on each head of the claim is tabulated below:

Sr. No.	Particulars	As per SIL		As per MSEDCL		Diff
		Amount	Period	Amount	Period	
1	Principal amount	Rs. 2.28 Cr	April 2018 to March 2023	Rs. 2.28 Cr	April 2018 to March 2023	-
2	Delayed Payment Charges	Rs. 4.60 Cr		Rs.1.13 Cr.	April 2021 to March 2023 and balance DPC of Rs. 34.58 Lakhs to be paid	Rs. 3.29 Cr.
3	Interest on DPC	Rs. 1.31 Cr		Not Applicable	-	Rs. 1.31 Cr

12.4. SIL in its Rejoinder dated 8 December 2022 informed that, MSEDCL has released the payments towards principal payment till June 2023 subsequent to filing of the present Petition. The DPC amount disputed by MSEDCL for the period from June 2020 to March 2021 is inaccurate as the undertaking was revoked. Furthermore, a sum of Rs. 78,83,664/- was received by the Petitioner. However, MSEDCL did not disclose the purpose for which this payment was made.

**Principal Payment:**

12.5. MSEDCL in its Reply has indicated principal liability of Rs.2.28 Crores for the period of April 2018 to March 2023. The Commission notes that SIL in its Rejoinder specifically mentions that MSEDCL has released the payments towards principal payment till June 2023 subsequent to filing of the present Petition except for the payment for the month of February 2022. Considering the submissions of both the parties, the Commission vide daily Order dated 9 January 2024 directed MSEDCL to pay Principal amount for Feb 2022 based on invoice submitted in Petition within (15) days. Therefore, the issue of payment of principal amount is accordingly resolved.

**DPC Waiver Undertaking:**

12.6. As per Petitioner, the DPC payment due from April 2018 to 15 May 2023 is Rs. 4.60 Cr.

12.7. SIL has further contended that in order to support MSEDCL, SIL furnished an undertaking dated 4 December 2020 to waive DPC on unpaid invoices raised during the period from May 2018 to March 2021. As MSEDCL did not release payments in a timely manner even after giving the undertaking, SIL vide letter dated 16 November 2022 revoked the undertakings. Therefore, SEDCL is liable for payment of DPC.

12.8. Per contra, MSEDCL argument is that SIL has willingly submitted an unconditional DPC Waiver undertaking with mutually agreed and discussed with MSEDCL on 4 December 2020. SIL has sent a Letter of revocation of undertaking after 2 years which

is with malafide intentions to get further payment of DPC with penal interest for period of May 2018 to March 2021.

- 12.9. Considering rival contentions, the Commission notes that EPAs executed between the SIL and MSEDCL contain the provision with respect to waiver. For brevity the provision in EPA furnished is reproduced as under:

*“Section 19.04 Waiver:*

*Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter or any other matter. Any waiver by any party of its right with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to a subsequent default or other matter.”*

**[Emphasis Added]**

- 12.10. As per the above provision in EPA, any party can relinquish its rights under the contract by granting waiver in writing. Thus, EPA enables waiving of LPS claims.

- 12.11. The commission observes that SIL in these proceedings urged that the DPC waiver undertaking should not be considered, as the payment has not been made within agreed time. However, Commission finds that it is an admitted fact that no time period is specifically mentioned in the undertaking. Similar issue of undertaking not having any time period for payment was deliberated and ruled by the Commission in its Order dated 12 January 2023 in Case No. 199 of 2018 & others (*Implementation of ATE’s Judgment dated 6 October 2022 in Appeal No. 13 of 2019*) as follows:

*“19.3.1. The commission observes that MD in these proceedings urged that the DPC waiver undertaking should not be considered, while evaluating the claims as the payment has not been made within agreed time. However, Commission finds that it is an admitted fact that no time period is specifically mentioned in the undertaking. In the excel sheet computation (which is furnished subsequently) MD has included the impact of waiver of DPC for the period of May-2018 to June-2018. This is contradictory submission on part of MD to the undertaking given to MSEDCL.*

*19.3.2. Considering nature of undertaking read with provisions contained in Article 19 of WEPA, the Commission considers the waiver as legally valid arrangement between the contesting parties.”*

- 12.12. Above ruling is squarely applicable in present matter. As no time period is mentioned in the undertaking and considering the fact that waiver is legally valid arrangement between the contesting parties, the Commission rules that Petitioner is not eligible to claim DPC for May 2018 to March 2021 as per its own undertaking.

**DPC:**

- 12.13. Petitioner in its submission mentioned that MSEDCL has released the payments towards principal payment till June 2023 and the DPC amount disputed by MSEDCL for the period from June 2020 to March 2021 is inaccurate as the undertaking was revoked. MSEDCL paid a sum of Rs. 78. 83 Lakhs and did not disclose the purpose for which this payment was made.
- 12.14. MSEDCL has contended that as DPC Waiver Undertaking for the May 2018 to March 2021 was given by SIL, no payment of DPC was made for period May 2018 to March 2021. MSEDCL has calculated DPC for the period from April 2021 to March 2023 of Rs. 1.13 Cr, out of which Rs. 78.83 Lakhs was paid on 08 June 2022, 06 September 2022 and 02 November 2022 as per Wind Payment Plan and balance DPC of Rs. 34.58 Lakhs to be paid by MSEDCL.
- 12.15. The Commission notes that while dealing with non-payment issues, the Hon'ble APTEL in its Judgment dated 6 October 2022 in Appeal No.13 of 2019 has ruled that it is responsibility of adjudicating authority to give clear finding on the amount due, if any. Therefore, it is important to quantify the claim amounts in the present cases.
- 12.16. The Commission notes that MSEDCL has not disputed its liability towards LPS. In fact, MSEDCL has calculated DPC for the period from April 2021 to March 2023 of Rs. 1.13 Cr, out of which Rs. 78.83 Lakhs was paid and balance DPC of Rs. 34.58 Lakhs to be paid by MSEDCL.
- 12.17. The Commission notes that two aspects are necessary for computing LPS i.e. time delay in principal payment and applicable interest rate. SIL has claimed LPS amount of Rs.4.60 Crores along with interest on LPS from April 2018 to March 2023. Whereas, as per MSEDCL, LPS amount is Rs.1.13 Crores and LPS period from April 2021 to March 2023. The Commission notes that there is a difference in the LPS amount worked out by both parties on account of the following two factors.
- (i) Different rates of interest considered by both parties.
  - (ii) Different time-period for DPC/LPS claims calculations.
- 12.18. The Commission has worked out LPS based on documents on record and legal precedence. After perusal of EPA of SIL with MSEDCL, it is observed that Section 12.02 of the EPAs dated 21 May 2007 and 21 August, 2013 stipulates provisions of LPS as under:

*“The due date of payment shall be 45 days from receipt of Seller’s monthly energy bills by the MSEDCL and will be paid by account payee’s cheque in the name of Seller or authorised representative, in whose name power of attorney is given by the Seller. In case of delay in payment beyond the due date, the Seller shall be entitled to*

interest on such delayed payment at the rate of 2% per annum above the State Bank of India short term lending rates.....”

12.19. But now, SBI has discontinued SBI short term lending rate. On similar issue, the Commission in its Order dated 12 January 2023 in Case No.199 of 2018 and Ors.( SIL & others VS MSEDCL) ruled following on DPC interest Rate:

*18.2.5 From excel sheet computation, it is evident that dues under consideration are pertaining to project capacity of 7.2 MW located at Ahmednagar. As per WEPA stipulations, Article 12.02 provides for payment of DPC at the rate of 2% per annum above SBI short term lending rate. The relevant Article reads as below:*

“Section 12.02 Payments-

*The due date of payment shall be 45 days from the receipt of the Seller’s monthly energy bills by the MSEDCL and will be paid by account payee’s cheque in the name of seller or authorised representative, in whose name power of attorney is given by the seller. In case of delay in payment beyond the due date, the Seller shall be entitled to interest on such delayed payment at the rate of 2% per annum above State Bank of India short term lending rates. The MSEDCL however, shall be entitled to make adjustment in the Seller’s Invoices for any charges / costs incurred on behalf of the Seller and payable by the Seller under this Agreement. This shall be shown in the audited statement issued by MSEDCL.”*

*WEPA does not define any specific benchmark rate as short term lending rate of SBI. Over the period, SBI has been using various benchmark rates such as Prime Lending Rate, Base Rate and Marginal Cost of Funds Based Lending Rate (MCLR) for deciding its short-term lending rate from time to time. Although, SBI continued to declare all such benchmark rate for reference, but while granting new loans, it is using only the recent applicable benchmark rate. As WEPA does not specify any specific benchmark rate, for deciding applicable interest rate for DPC, benchmark rate being used by SBI for deciding its short-term lending rate for relevant period needs to be considered. In the present case, DPC needs to be computed from 20 October 2017 onwards. Since 1 April 2016 onwards, SBI has been using MCLR for deciding its short-term lending rate. Hence, the Commission has used SBI’s 1-year MCLR for relevant period to arrive at weighted average rate of interest for that period and thereafter added 2% as stipulated in PPA for arriving at rate of interest for computing DPC against each bill. DPC is computed for the period between bill due date and date on which MSEDCL has paid principal amount. Rate of interest is worked out for each bill, which may vary from bill to bill depending upon period involved.”*

**[Emphasis added]**

12.20. Above dispensation is righteously applicable in present case. Accordingly for computing LPS claim in respect of SIL, the Commission has considered rate of SBI MCLR +2% as interest rate.

12.21. The Commission further notes that while calculating DPC for the period April 2018 to March 2023, the Commission considers the period of waiver of undertaking from May 2018 to March 2021 as the Commission in the above para 12.12 held that waiver is legally valid arrangement between the Petitioner and MSEDCL. Further while calculating DPC, the amount of DPC paid by MSEDCL Rs. 78.83 Lakhs needs to be deducted.

12.22. Accordingly, the Commission quantifies LPS payable to SIL by applying Law of Limitation, which works out to be as below:

LPS as per Petitioner (Rs. Crores)	LPS computed by the Commission. (Rs. Crores)	Rationale for variation
Rs. 4.60 Cr	Rs. 1.60 Cr	1. Waiver of DPC as per undertaking for the period of May 2018 to March 2021. 2. Amount of DPC paid by MSEDCL Rs. 78.83 Lakhs deducted. 3. Interest rate as discussed in above para

**Interest at 1.25% per month on delayed payment of DPC:**

12.23. The Commission notes that interest of 1.25% per month is to be allowed on outstanding amount of DPC paid belatedly.

12.24. It is pertinent to note that the Commission vide ATE Remand Order dated 12 January 2023 in Case No. 199 of 2018, 245 of 2018 and 273 of 2018 has ruled for the Interest on payment of DPC. The relevant para. of the Order is as under:

*“13. The Commission notes that in this remand proceeding, MSEDCL has objected to allowing interest on delayed payment of DPC on the ground that such provision is not existing in the WEPA and also there is no specific Order in respect of Petitioners granting such interest on delayed payment of DPC. In this regard, the Commission notes that in its Order dated 28 September 2018 and 17 January 2019 it has clearly ruled that if MSEDCL deviates from its payment plan then interest of 1.25% per month will be applicable on delayed payment of DPC. Said Orders were challenged before the ATE and Hon’ble ATE in its judgment while setting aside said Order on the aspect that for complete adjudication of dispute, claimed amount needs to be computed, has directed the Commission to compute DPC and carrying cost. Such carrying cost is nothing but the interest of 1.25% on delayed payment of DPC. In view of such clear ruling of the ATE, the Commission rejects MSEDCL’s contentions that interest of 1.25% per month is not payable.*”

14. Accordingly, the Commission has to determine following amount due in respect of following heads for each of the Petitioner:

.....

(iii) Interest on delayed payment of DPC – at interest rate of 1.25% per month for the period between actual date of payment of principal amount to date of actual payment of outstanding DPC amount.

12.25. As stated in para above, interest at rate of 1.25% per month is to be allowed for the period between actual date of payment of principal amount and actual date of payment of DPC.

12.26. Actual date of payment of principal amount is different for two months under consideration. Further, said DPC amount is yet to be paid, hence for purpose of computation, end date is considered as 29 February 2024. Accordingly, interest on delayed payment of DPC is computed as Rs. 1.49 Cr.

12.27. Accordingly, comparison of claim amount submitted by parties and determined by the Commission are tabulated below:

Sr. No.	Particulars	As submitted by SIL (Rs. Cr)	As submitted by MSEDCL (Rs. Cr)	Approved by MERC (Rs.Cr)
1	Principal amount	-	-	-
2	DPC /LPS Amount	Rs. 4.60 Cr.	Rs.1.13 Cr	Rs. 1.60 Cr.
3	Interest on DPC/LPS	Rs. 1.31 Cr.	Nil	Rs. 1.49 Cr.

13. **Issue IV: Whether SIL is eligible for refund of TOSE (Tax on sale of Electricity ) of Power?**

13.1. Petitioner has contended that MSEDCL has levied wrongful recovery of the tax on sale of power of the Petitioner’s consumer and further requested to refund wrongful recover of tax on sale of power amounting to Rs. 6,69,223.08/-.

13.2. The argument of the MSEDCL is that it has stopped charging the ToSE to CPP consumers from June 2019 onwards and vide letter dated 19 June 2019 a requested GoM regarding the guidelines to refund the ToSE charged to CPP consumers.

13.3. Further, the Commission also notes the submission of MSEDCL that vide letter dated 19 June 2019, MSEDCL requested GoM regarding the guidelines to refund the ToSE charged to CPP consumers and after reconciliation, ToSE will be refunded.

13.4. The Commission in its Daily Order dated 9 January 2024 has already directed MSEDCL to refund Tax on Sale of Electricity (ToSE) to Petitioner subject to adjustment, if required, based on Government of Maharashtra's decision on advice sought by MSEDCL. MSEDCL shall comply with these directives.

14. **Issue V: Whether SIL is eligible for refund of Tax Deducted at Source (TDS) on Open Access charges?**

14.1. SIL has contended that MSEDCL levied TDS on its Open Access charges and sought for the refund of the same.

14.2. The Commission notes the submission of MSEDCL that its TDS assessment is pending at various forum and unless & until the assessment of income of the company for the FY 2010-11 to FY 2014-15 completes the refund/adjustment of TDS cannot be ascertained.

14.3. Considering above, the Commission is of the view that MSEDCL should expedite the process of assessment of income of the company for the FY 2010-11 to FY 2014-15 and thereafter refund the applicable TDS on Open access charges to the Petitioner.

15. Hence, the following Order.

**ORDER**

1. **The Petition in Case No. 157 of 2023 is partly allowed.**

2. **The Petitioner is eligible for LPS and Penal interest as follows:**


<b>Late payment Surcharge (Rs. Crore)</b>	<b>Interest on Delayed payment of LPS (Rs. Crore)</b>	<b>Total (Rs. Crore)</b>
<b>Rs. 1.60 Cr.</b>	<b>Rs. 1.49 Cr.</b>	<b>Rs. 3.09 Cr.</b>

3. **MSEDCL to pay above claims within the timelines stipulated in respective EPAs after receipt of supplementary bills.**

**Sd/-  
(Surendra J. Biyani)  
Member**

**Sd/-  
(Anand M. Limaye)  
Member**

**Sd/-  
(Sanjay Kumar)  
Chairperson**

  
**(Dr. Rajendra G. Ambekar)  
Secretary**

