

**Before the**  
**MAHARASHTRA ELECTRICITY REGULATORY COMMISSION**  
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**Case No. 54 of 2015**

**Date: 22 September, 2015**

**CORAM:** Smt. Chandra Iyengar, Chairperson  
Shri. Azeez M. Khan, Member  
Shri. Deepak Lad, Member

In the matter of Petition filed by Rattan India Power Limited, under Section 86 (1) (f) of the Electricity Act, 2003 read with Article 4.7.1 of the PPA dated 05.06.2010 seeking quashing of the notice dated 07.05.2015 of the MSEDCL seeking Liquidated Damages

Rattan India Power Limited (RIPL) ...Petitioner

V/s

Maharashtra State Electricity Distribution Company (MSEDCL) ...Respondent

Advocates/Representative for the Petitioner:

Adv. J. J. Bhatt

Advocates/Representative for the Respondent:

Adv. Deepa Chawan

**Daily Order**

Heard the advocates of the Petitioner and the Respondents.

Advocate of Petitioner reiterated various events sequentially and mentioned that MSEDCL cannot claim Liquidated Damages and invoke performance bank guarantees furnished by the Petitioner on account of alleged non-performance of the Petitioner's reciprocal promise.

Advocate of Respondent submitted that Power Purchase Agreement has specific provisions whereby Petitioner has to tender the power generated as per Scheduled Delivery Date and the consequence of failure is also provided. Similarly, there are provisions for evacuation of power and the consequences of not accepting the power when tendered to Procurer has been provided in the PPA.

RIPL has not tendered the power as per PPA provision and is trying to build up an argument with regard to non-availability of transmission facilities for evacuation of power.

After hearing arguments, the Commission directed both parties to make their submission justifying their stand on fulfilling their reciprocal promises and the justification on the associated contentions by 5 October, 2015.

**The Case is reserved for the Orders.**

**Sd/-  
(Deepak Lad)  
Member**

**Sd/-  
(Azeez M. Khan)  
Member**

**Sd/-  
(Chandra Iyengar)  
Chairperson**