

NOTICE

Subject: Petition of Rattan India Power Limited for 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 respondent –MSEDCL seeking Liquidated Damages.

- **Case No. 54 of 2015**

Rattan India Power Limited has submitted a Petition alongwith Interim Application under affidavit on 13.05.2015, under Section 86 (1) (f) of 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 respondent –MSEDCL seeking Liquidated Damages.

The main prayers of the Petitioner are as under-

“In view of the aforementioned facts and circumstances of the present case it is, therefore most respectfully prayed that this Hon’ble Commission may graciously be pleased to :

a) set aside and / or quash the letter dated 07.05.2015 of the Respondent MSEDCL (being annexure -12 herein);

b) hold and declare that the Schedule Delivery Date as per the Article 4.1.1 of the PPA dated 05.06.2010 stands extended till 22.04.2014 (w.r.t 45 MW); 02.02.2015 (w.r.t 245 MW); 07.03.2015 (w.r.t 245 MW); and 13.03.2015 (w.r.t 215 MW); in accordance with Article 4.7.1 read with Article 4.3.1 and 11.2.1 of the PPA;

c) to restrain the Respondent – MSEDCL from invoking the Contract Performance Guarantee submitted by the petitioner in form of Bank Guarantee No. I40GPGE101530001 dated 02.06.2010 issued by Canara Bank, New Delhi as extended, Bank Guarantee No.2164ILG013610 dated 02.06.2010 issued by Punjab National Bank, New Delhi as extended & Bank Guarantee No. 6059IPEBG100027 dated 02.06.2010 issued by Bank of India, New Delhi as extended,

d) to restrain the Respondent from withholding any payments due to the petition on account of supply of Power in terms of PPA dated 22.04.2010 & 05.06.2010.

e) to restrain the Respondent from taking any other coercive steps against the Petitioner in appropriating any amount under the impugned letter dated 07.05.2015 from the petitioner by any means;

f) direct the Respondent MSEDCL not to give effect to the letter dated 07.05.2015 for invocation of Bank Guarantees (Annexure -12), and to not to take any coercive actions whatsoever against the Petitioner, till the pendency of the present petition;

g) to grant ad-interim ex-parte reliefs in terms of prayers in (c) to (f);

h) pass such other order or orders as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the case."

The main prayers of the Interim Application are as under-

"It is, therefore, most respectfully prayed that this Hon'ble Commission may graciously be pleased to :

a) restrain the Respondent – MSEDCL from invoking the Contract Performance Guarantee submitted by the petitioner in form of Bank Guarantee No. I40GPGE101530001 dated 02.06.2010 issued by Canara Bank, New Delhi as extended, Bank Guarantee No.2164ILG013610 dated 02.06.2010 issued by Punjab National Bank, New Delhi as extended & Bank Guarantee No. 6059IPEBG100027 dated 02.06.2010 issued by Bank of India, New Delhi as extended,

b) restrain the Respondent from withholding any payments due to the petition on account of supply of Power in terms of PPA dated 22.04.2010 & 05.06.2010.

c) restrain the Respondent from taking any other coercive steps against the Petitioner in appropriating any amount under the impugned letter dated 07.05.2015 from the petitioner by any means;

d) direct the Respondent MSEDCL not to give effect to the letter dated 07.05.2015 for invocation of Bank Guarantees (Annexure -12), and to not to take any coercive actions whatsoever against the Petitioner, till the pendency of the present petition;

e) pass ad-interim ex-parte Order(s) in terms of relief prayed in prayers (a) to (d);

f) pass such other order or further orders as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the case."

3. I am directed to communicate that the hearing on the Interim Application will be held in the presence of the authorized consumer representatives on **Friday 15 May, 2015 at 11.30 hrs** in the office of the Commission at 13th Floor, Centre No.1, World Trade Centre, Cuffe Parade, Mumbai 400 005.

4. The Petitioner is directed to immediately serve a copy of its above mentioned Petition & the Interim Application (both in soft and hard versions) to the Respondent and the authorized consumer representatives, whose addresses are given below.

5. The Respondent is directed to submit its say on affidavit, if any, on the above mentioned Petition & the Interim Application with a copy to the Petitioner and the authorized consumer representatives well in advance.

Sd/-
(R S Sonawane)
Dy. Director (Legal)

Rattan India Power Limited
M- 62 & 63, 1st floor,
Connaught Place
New Delhi - 110 001

Petitioner

The Chief Engineer (Power Purchase)
Maharashtra State Electricity Distribution Company Ltd.
5th Floor, Plot No. G-9, Anant Kanekar Marg,
Prakashgad, Bandra (East), Mumbai 400 051

Respondent

Cc: Consumer Representatives:-

Prayas (Energy Group)
Amrita Clinic, Athvale Corner,
Lakdipool-karve Road Junction,
Deccan Gymkhana, Karve Road,
Pune - 411 004
E-mail: peg@prayaspune.org

The General Secretary,
Thane Belapur Industries Association,
Rabale Village, Post Ghansoli,
Plot P-14, MIDC,
Navi Mumbai - 400 701
E-mail: tbia@vsnl.com

Mumbai Grahak Panchayat,
Grahak Bhavan,
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