

**BEFORE THE HARYANA ELECTRICITY REGULATORY COMMISSION  
BAYS No. 33-36, SECTOR-4, PANCHKULA- 134112, HARYANA**

**Case No. HERC/PRO – 2 of 2019**

DATE OF HEARING : 27.11.2019  
DATE OF ORDER : 17.12.2019

**IN THE MATTER OF:**

**Appeal under Regulation 53 of the Haryana Electricity Regulatory Commission (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012 and other enabling provisions against decision awarded by the Coordination Committee conveyed vide memo no. Ch-23/STU/OA-729/Vol.1 dated 31.10.2018 in case no. 33/ISB-486 received on 05.12.2018.**

**Petitioner** M/s. Faridabad Industries Association (FIA)

**Respondents** 1. Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL)  
2. Haryana Vidyut Prasaran Nigam Limited (HVPNL)  
3. SE/STU, The Coordination Committee for Open Access

**Present On behalf of the Petitioner**

1. Sh. R. K. Jain, Advisor

**Present On behalf of the Respondents**

1. Sh. Samir Malik, Advocate for DHBVNL
2. Ms. Nitika Choukse, Advocate for DHBVNL
3. Shri Ravi Sher Singh, SE/STU, HVPNL
4. Shri Pankaj Singhal, XEN., HVPNL, Open Access & Commercial
5. Shri Pushpendra Singh, XEN., HVPNL, Open Access & Commercial
6. Shri Arun Kumar, Sr. A.O., DHBVNL, Open Access
7. Shri Pardeep Dhull, AE/SO, DHBVNL

**QUORUM**

Shri D.S. Dhesi,	Chairman
Shri Pravindra Singh Chauhan,	Member
Shri Naresh Sardana,	Member

**ORDER**

1. This Petition has been filed by M/s. Faridabad Industries Association, challenging the order dated 31.10.2018, passed the Coordination Committee for Open Access, set up under the provisions of HERC (Terms

& Conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 as amended from time to time (hereinafter referred to as “HERC OA Regulations”), holding that DHBVNL was right in recovering the amount refunded/adjusted to the open access consumer for a period of two years, because the Petitioner had failed to comply with the conditions specified in Regulation no. 42 & 45 of HERC (Terms & Conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 and its subsequent amendment, as it was mandatory for the consumer to submit to the distribution licensee a schedule of power required through open access to the licensee by 10.00 AM of the day preceding the day of transaction.

### **Brief Background of the Case**

Succinctly the facts leading to the filing of present petition are that the petitioner had challenged the following demand raised by the DHBVNL, in various months from Dec., 2015 to Oct., 2016, for the units purchased during the period from Dec 2013 to Jan., 2015, through Open Access, after being pointed out by its Audit Wing about the fact that the procedure of Open Access prescribed under Regulation 42 and 45 of HERC OA Regulations, 2012, laying down the condition of the prior intimation to DHBVNL of the power he intended to bring through Open Access, was not followed.

Name of consumer	Date of notice	Period of debit	Debit Amount
Oswal Global	03.12.15	12/13 to 12/14	5,23,786.00
Vishwakarma Ltd.	03.12.15	-do-	6,14,932.69
B.S.L. Castings	01.12.15	-do-	1,20,80,601.00
Ramco Steels Ltd.	03.12.15	-do-	13,71,261.75
Escorts Ltd., Plant I	10.12.15	-do-	38,05,790.63
New Allenberry Works	29.10.15	-do-	32,56,109.00
Sadhu Forging Ltd.	10.12.15	-do-	7,91,609.00
Sadhu Forging (Unit II)	10.12.15	-do-	27,75,815.05
Sadhu Forging (Gear Divn.)	10.12.15	-do-	74,02,574.86
STL Global Ltd.	19.11.15	-do-	20,31,828.00
Star Wire India Ltd.	30.11.15	-do-	1,30,57,919.85
Star Wire India Ltd.	13.11.15	-do-	81,06,138.18
Studds Accessories Ltd.	01.03.16	-do-	51,56,216.00
Super Alloy Castings.	24.10.16	-do-	45,01,060.00
Agrawal Metal Works	18.02.16	-do-	61,67,920.00
Venus Industrial Corp.	06.04.16	-do-	6,34,312.37

The Petitioner challenged the above order submitting that it had approached the following forum/authorities, prior to filing of this petition:-

- a) HERC (HERC/PRO-14 of 2017): The Commission in its Order dated 21.03.2017 conveyed, vide letter no. 2201-2203/HERC/Tariff, as under:-  
*“Since a coordination committee has been notified by the Power Utility, vide circular dated 27.02.2012 issued by the Chief Engineer/SO & Commercial, HVPN, Panchkula, therefore, the present matter is not maintainable before the Commission being pre-mature at this stage and the petitioner may approach the coordination committee for their grievances.”*
- b) HERC (HERC/RA-2 of 2017): The Commission, vide its Order dated 29.08.2017 decided as under:-  
*“Hence, given the limited scope of review jurisdiction and without going into the merits of the issues presented in the review Petition, it is observed that the submissions of the petitioner would clearly fall outside the review jurisdiction of the Commission. Accordingly, it is not open for the petitioner to re urge the issue(s) that have already been dealt with by the Commission while passing the Order dated 21.03.2017 against which the present review petition had been preferred by the petitioner. The Petitioner is directed to approach the correct forum constituted for the purpose under the Regulations for resolution of their grievances, which shall after carefully examining the relevant facts/documents, however voluminous in nature, decide the matter. In case the Petitioner still feels aggrieved by the decision of the ibid Commission, it may approach the Commission with an appropriate petition.”*
- c) Coordination Committee: The Petitioner filed an appeal before the Coordination Committee for Open Access, HVPNL. The Coordination Committee vide its order dated 31.10.2018, decided as under:-  
*“After taking into consideration the written submissions of the petitioner and respondents and hearing of the matter on dated 22.11.2017 & 24.04.2018, the Committee has observed as under:-*
1. *It is statutory requirement that the consumer shall submit to the distribution licensee a schedule of power required through Open*

*Access to the Licensee by 10:00 AM of the day preceding the day of transaction which is affirmative in terms of the clause no. 42 & 45 Haryana Electricity Regulatory Commission Regulation (Terms and conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012.*

2. *The HERC during notification of 1st Amendment, Regulation 2013 of HERC (Terms and conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 also takes cognizance of the concern of DISCOMs that it is difficult for distribution licensees to plan and manage their drawl from the grid along with load control in a cost effective manner unless a confirmed schedule of Power through Open Access tied up for the next day by the Open Access consumers is made available to DISCOMs (Distribution Licensee) sufficiently in advance.*
3. *The delay in submission of day ahead schedule of Power through Open Access by petitioner results DISCOMs with less time and not in a position to take any corrective measures to affect alterations in its own schedule for surrendering any surplus power or for arranging more power in case of any shortfall as by that time the bids/schedules for energy drawl of DISCOMs would have been approved by the Power Exchange/RLDC. The result is that they invariably are forced to under draw/overdraw or impose avoidable power cuts leading to financial losses and consequent additional burden for other consumers of the State due to actions of the Open Access consumers. That it would not be fair and justifiable if any losses of the licensee on account of energy transaction by Open Access consumer get passed on directly or indirectly to other consumers of the State. The Hon'ble Commission, after careful consideration of these aspects, has prescribed certain additional conditions for grant of Open Access and the foremost among these additional conditions is that for the day ahead transactions, the open access Consumers shall submit a confirmed slot wise schedule of power through open access and from the licensee and SLDC. In case there are any reductions in consumers, Open Access schedule when it is finally accepted/cleared by the Power Exchange, the consumer*

would be required to manage his drawl from the licensee and also his total drawl accordingly. In case he exceeds his admissible drawl in any time slot, penalty will be leviable. The principle that has been based upon to arrive at these conclusions is simple i.e. in case a consumer wants to avail the benefit of cheaper power, he should also be ready to face the associated risks thereon, if any.

4. This is also substantiated from the fact that in case of under drawl of power by an open access consumer due to reasons attributable to him and within his control shall be compensated only to the extent of 10% of the entitled drawl in a time slot or up to 5% of the entitled drawl on aggregate basis for all the 96 time slots in a day and no compensation shall be payable by the distribution licensee for under drawl beyond these limits. This speaks of the importance of the discipline of the part of the open access consumers with an overall aim to maintain the grid security, discipline and also to save the distribution licensee from the losses on account of un-planned purchase of power, sale of surplus power at UI rates thereby burdening the consumers of the State as the power purchase expenses of the distribution licensee is a pass through expense in the ARR as per HERC MYT Regulations, 2012.”

2. Aggrieved with the order of the Coordination Committee, the Appellant has filed by the present appeal before this Commission challenging the impugned order on the following grounds:-

- a) That the Petitioner continued to enjoy the open access facility for over a year or so i.e. during the period of December 2013 to January 2015.
- b) That in December 2015 i.e. after a lapse of over 2 years, Respondent No.1 (DHBVN) for the first time sent notice to some of the Open Access Consumers, stating as under:-

*“The A/c of your connection was audited by Sr. AO/Open Access DHBVN, Hisar for the month of Dec. 2013 to Jan. 2015 & short assessment pointed out for Rs. .... So, you are requested to deposit the same failing which action will be taken as per Nigam’s instructions.”*

- c) That as per the Regulations, the grant of open access involves the following steps/actions:-

- i) The consumer seeking inter-State or intra-State short term open access has to submit application to the Nodal Agency may be for a period up to fourth month and the month in which the application is made shall be considered to be the first month. Separate application is to be made for each month and for each transaction in a month;
- ii) A copy of the above application is to be furnished to the distribution licensee of his area of supply by the consumer intending to avail intra-State short term open access;
- iii) Nodal Agency has to obtain consent from the Distribution Licensee as to the existence of infrastructure necessary for time-block-wise metering and accounting and availability of required capacity in the transmission & distribution system; (Therefore, the distribution licensee is fully aware, minimum a month in advance, about the quantum and time period when the consumer intends to avail open access facility to purchase power from a source other than the Utility.)
- iv) The Nodal Agency (HVPN) gives 'Standing Clearance'/No Objection Certificate' in Format PX-I for each of the open access consumer over one month in advance to the consumer with copy to the Transmission and Distribution Licensees. (Again the Distribution Licensee comes to know about power to be purchased by the consumer through open access.)
- v) The consumer submits day ahead schedule of power to be drawn from Power Exchange through open access by 10:00 AM of the previous day and he has to deposit the cost of this power with Power Exchange in advance, irrespective of his bid for power purchase being successful or not by the evening hours.
- vi) By 3 PM the Power Exchange conveys to the consumer and the SLDC/Distribution Licensee about the accepted schedule for the next day. However, the responsibility of the Distribution Licensee to make available power to the consumer ends once the bid is submitted. The Distribution Licensee gets all this information from the Energy Centre on monthly basis.

- vii) The Power Controller office of the Distribution Licensee sends daily message to the substation feeding the open access consumer about the open access power scheduled for each day with instructions not to disconnect the feeder of the open access consumers. (This is ample proof that the Distribution Licensee is aware about the accepted schedule of the open access consumer much in advance.)
- viii) The open access consumer sends a soft copy of the open access meter data (downloaded through CMRI) for each month to the concerned office of the Distribution Licensee and the Licensee prepares monthly bill on this data. (In case the Distribution Licensee had any objection to the power drawn through open access it had ample opportunity to point it out and warn the consumer.)
- ix) At the end of each month, the Energy Centre of HVPN prepares for each open access consumer the final statement showing energy drawl as per implemented schedule from Indian Energy Exchange under 15 minutes time slots by the consumer through open access and actual metered energy drawl as per SEMs installed, at the interface. This statement is the basis for settlement of accounts of the consumer by the Distribution Licensee. (Based on this statement the Distribution Licensee gives adjustment for the open access power in the bill of the consumer. The Distribution Licensee continued giving all these adjustments for over two years i.e. from Dec\, 2013 to January 2015 without raising any objection to the scheduling of power or the non-receipt of the schedule for any particular date.)
- d) That the load planning/management is being carried out by the Power Controller of the Licensees on daily basis, which is purely a procedure of approximation as it is not possible to exactly assess the power demand of the State. It is always an estimate which normally fits in 80-90% slab. With such a large variation in estimates vs actuals, a fraction of impact of missing schedule of any single consumer will not affect the finances of the Utility. Thus, the image being projected by the Distribution Licensees is nothing but a hoax without any supporting facts or data.

e) Additional issues relating to the Open Access matter:-

The Petitioner has submitted that in addition to the above issue of double charging for the power purchased through Open Access there were two more issues i.e.

**(i) Non-refund of UI charges for power failure period or non-availability of Transmission/ Distribution Systems.**

Regulation 24(2)(C) of the HERC Open Access Regulations 25/2012 read with 1st Amendment dated 03.12.2013 reads as under,:-

*(C) Underdrawal of power by an open access consumer due to reason attributable to the transmission / distribution licensee i.e. break down of system:*

*If an open access consumer is unable to draw the scheduled energy through open access as a result of non-availability of intra-state distribution/ transmission system or on account of unscheduled load shedding (to be certified by SLDC), then the distribution licensee shall pay such open access consumer, for the under drawl, the charges payable by the consumer to the generating company/seller or the lowest tariff applicable to the consumer category, to which such open access consumer belongs, whichever is lower.*

*Guidelines for certifying or refusing to certify non-availability of transmission/distribution system or unscheduled load shedding shall be framed by the STU and submitted to the Commission for approval within three months from the date of publication of these Regulations in the gazette.”*

The Respondent Nigam is not providing the necessary UI refund for the periods when the open access power was not available due to the reasons attributable to the transmission / distribution licensee i.e. breakdown of system. Necessary directions may kindly be given to the Respondent Nigam to settle such refund claims on priority in line with the provisions under the relevant Regulation quoted above.



**(ii) Recovery of UI charges for overdrawing power from the Grid when open access power is not available due to Real Time Curtailment imposed by NLDC.**

At times the Regional Load Dispatch Centre issues real time curtailment due to exigencies of the grid, the power scheduled for the open access consumers is not available to the consumer during that slot and by the time this curtailment information is conveyed to the consumer, he has already drawn power from the grid. Although such over-drawl remains within the sanctioned contract demand of the consumer but exceeds the entitled quota from the State Grid. The corrective action to get the power rescheduled takes minimum 2-3 hours. The open access customer has to pay twice the tariff for such power while he has already paid the cost of such power to Power Exchange also. The relevant Regulation dealing with such charging is Regulation 24(2)(A)(I)(ii) of the Open Access Regulations 25/2012 read with 1st Amendment dated 03.12.2013, which provides as under:-

*“(2) Imbalance charges applicable for all open access transactions for the over-drawl /under-drawl by an open access consumer or for the under injection / over injection by a generator or trader shall be as given below.*

*(A) Due to reasons attributable to the open access consumers/ generator/ trader*

*I. Over drawl by open access consumer / under injection by a generator or a trader:*

*(ii) An open access consumer who is a consumer of the distribution licensee:*

*(a) During non-peak load hours if the recorded drawl of the consumer is within his contract demand, no imbalance charges shall be leviable. When the recorded drawl of the consumer as per his energy meter exceeds his contract demand by more than 5% during non-peak load hours, he will be liable to pay demand surcharge as per the relevant schedule of tariff approved by the Commission. For the purpose of calculating demand surcharge in such cases, the total energy drawl during the month including the energy drawl through open access shall be considered. The consumption charges for the energy*

*drawl through open access, for the purpose of levy of demand surcharge, will be worked out at the applicable tariff for the category to which the consumer belongs.*

*Provided that in case of day ahead transactions, bilateral as well as collective, through power exchange or through NRLDC, by embedded open access consumers, the imbalance charges for the over drawl during non peak load hours shall be as provided in regulation 42 hereinafter.*

*(b) During peak load hours, levy of imbalance charge for any over drawl beyond peak load exemption/special dispensation allowed by the distribution licensee and levy of peak load exemption charges on the power drawn through open access shall be as provided in regulation 45(3) and 45(4) respectively hereinafter.*

*(c) During the period when power cut restrictions are in place and the feeder of the consumer is kept energized only to enable him to draw his scheduled entitlement as an open access consumer, the consumer shall restrict his drawl within his entitled drawl as per his accepted schedule of power through open access during such period. In case the recorded drawl of consumer exceeds his entitled drawl by more than 10% (of the entitled drawl) in any time slot, his entire over drawl beyond the entitled drawl during such period would be charged at two (2) times the applicable tariff. The applicable tariff shall include FSA and in case power cut restriction period falls within peak load restriction hours shall also include PLEC.”*

That considering the exigency being beyond any reasonable control of the open access consumer and a force majeure situation, the charging of twice the normal tariff results in paying three times the tariff for the consumer. The Commission may consider the matter favorably and exempt levy of double the normal tariff in such situations.

**Prayer:**

3. On the basis of above grounds, the appellant has prayed as under:-
  - a) Accept the Appeal in the present form;
  - b) Give suitable directions to the Respondent Nigam to withdraw illegal claims for the power purchased from Power Exchange and necessary

adjustment given in the subsequent energy bills on a flimsy ground of 'Bid not received'

- c) Direct the Respondent Nigam to compensate for the financial loss caused to the Open access Consumers by way of interest due to making double the payment for the power purchased from Power Exchange;
- d) Inflict suitable punishment on the defaulting officers of the Respondent Nigam for harassing the open access consumers by raising illegal demands after a period of two years by distorting the provisions under the Regulations notified by the Commission under Section 142 of the Electricity Act read with the suo moto order passed by the Commission dated 04.09.2012.
- e) Pass suitable order on the timely refund/ payment of UI charges;
- f) Pass suitable orders on the refund of UI Charges recovered for overdrawing power from the grid when open access power is not available due to real time curtailment imposed by NLDC;
- g) Pass such other order(s) as may be deemed just and proper in the facts and circumstances of the case.

#### **Proceedings in the Case**

4. The case was first heard by the Commission on 02<sup>nd</sup> April, 2019. Shri R.K. Jain appearing for the Petitioner argued at length against the order passed by Coordination Committee. The learned counsel for the appellant argued vehemently that the same process continued for a considerable period of time and the Respondent did not issue even a single letter/show cause notice pointing out the alleged failure of the Petitioner and it tantamount to implied waiver of the said condition by the Respondent. Further, the information regarding the drawl of energy by the Petitioner through open access was given by the power exchange. The learned counsel argued that it is arbitrary action on the part of the Respondent to force a consumer to pay an amount twice on account for mere procedural irregularity, which has been duly waived by the Respondent by its inaction and even otherwise has not caused any loss to the Respondent.

5. After hearing the Id. Counsel for the appellant, this Commission enquired about the possibility of ascertaining the loss incurred by the Respondent on account of non intimation of schedule by the petitioner as per the prescribed procedure. The Id. counsel for the respondent pointed out that this issue was also examined by the Coordination Committee and in its order, and the Committee has observed that *“the exact calculation of the losses attributable to non-intimation of open access by a particular consumer and resultant profit and loss for sale of equivalent power through exchange / UI cannot be worked out owing to the complexities and pooling of power in the grid”*
6. In response to the Interim Order of the Commission, DHBVN filed its reply pleading therein as under:-
- a) That the Ld. Coordination Committee has rightly rejected, the Petitioner’s prayer regarding refund towards electricity drawn through open access for the months of December 2013 to December, 2014. Further, the amount claimed by the Petitioner in its Petition is not correct and as per the demand letters issues, the following demand has been raised:-

S. No.	Name of firm	No. of Days for which Sched-ule was not submitted	Quantum of energy sourced from OA	Amt. Due to non submission of Bids	Other charges i.e. under drawl/overdrawl charges, open access charges etc.	Total Demand Raised
1	2	4	5	6	7	8
1	M/S Oswal Global	0	0	0	523786	523786
2	M/S Vishwakarma Ltd.	3	23493	133375	958820	1092195
3	M/S BSL Casting	8	286304	1260681	2916218	4176899
4	M/S Remco Steel	9	98514	592069	2001077	2593146
5	M/S Escorts Lt. Plant-1	40	1012747	5995472	1685590	7681062
6	M/S New Allenbary	11	222173	1311536	390710	1702246
7	M/S Sadhu Forging unit-1	6	29762	178869	104684	283553
8	M/S sadhu Forging unit-11	2	22376	125369	1641684	1767053
9	M/S Sadhu Forging Gear Divn.	2	37596	206287	4001496	4207783
10	M/S STL Global	13	157034	943771	1088057	2031828
11	M/S Star Wire India Ltd.	3	243126	1336681	11721238	13057919
12	M/S star Wire India Ltd. Chhainsa	1	46059	267603	7838536	8106139
13	M/S Studds Accessories	19	254019	1496399	1008679	2505078
14	M/S Super Alloy Casting	105	908425	5419521	-918461	4501060
15	M/S Aggarwal Metal Works	17	345296	2075230	4092690	6167920
16	M/S Venus Industrial Corp.	6	28921	164601	37952	202553
					Total	6,06,00,220

- b) That the amount mentioned in the Petition includes both refund of charges on account of non-submission of day ahead schedule as well as for other reasons such as charging on account of difference in PLEC, CSS, Energy Charges etc. Thus, without prejudice to the submissions contained hereinafter, it is erroneous for the Petitioner to claim adjustment of the amounts mentioned in the Petition.
- c) The Petitioner, during the disputed period, had failed to provide the information to the Respondent as required under Regulation 42 of HERC OA Regulations. The information regarding submission/non-submission of bids sought by the Commission in the prescribed format is annexed.
- d) Since the petitioner did not submit the morning schedule, its schedule become invalid and amount of open access refund granted to the consumers for the Disputed Period was withdrawn.
- e) With respect to the consequences of non-submission of the aforesaid day ahead schedule, the Respondent had no other option but to take into account the contract demand of the Petitioner while planning its power procurement, without deducting the unplanned Open Access Energy scheduled by the Petitioner. Resultantly, the unplanned energy brought by the petitioner was wasted. On most of the dates there is under drawl by the respondent *inter alia* due to the reasons attributable to the unplanned energy brought by the petitioner in to the system causing grid indiscipline. Although underdrawl/overdrawl on account of a specific individual embedded open access consumer is not possible.

**A. When was the mandatory information specified in Regulation 42 of the OA Regulations provided by the Petitioner to the Respondent?**

- f) That the Petitioner has admitted during the arguments as well as in the pleadings filed before this Commission that the Petitioner has not provided the information to the Respondent in the manner prescribed under Regulation 42 of OA Regulations. The Petitioner has stated that the information required under Regulation 42 was not provided by the Petitioner but was being provided to the Respondent through Energy Exchange Platforms. In fact, the Petitioner has made extensive

submissions contending that Regulation 42 is not a mandatory provision and its non-compliance does not entail any consequences. Therefore, it is clear that the Petitioner had not submitted the information as required under Regulation 42 of the OA Regulations.

**B. Whether the procurement of power by the Petitioner through Open Access was considered in its power procurement planning by the Respondent.**

- g) In order to respond to this query, it is imperative to set out the relevant regulatory background by which the condition as mandated under Regulation 42 was prescribed. It is submitted that the OA Regulations was amended on 03.12.2013. By way of the said amendment, Regulation 42 was amended and a mandatory obligation was casted on the embedded consumer (who were willing to avail short term open access) to submit to the distribution licensee (the Respondent herein) a schedule of power through open access for all 96 slots by 10:00 AM of the day preceding the day of transaction, as under:-

*“42. Eligibility criteria, procedure and conditions to be satisfied for grant of long term open access, medium term open access and short term open access to embedded consumers shall be same as applicable to other short-term open access consumers. However, the day-ahead transactions, bilateral as well as collective through power exchange or through NRLDC, by embedded open access consumers under short term open access shall be subject to the following additional terms and conditions:*

*i) The Consumer shall submit to the distribution licensee a schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction and this will be considered as confirmed schedule for working out the slot-wise admissible drawl of the consumer from the licensee with reference to his sanctioned contract demand. For example, if an embedded consumer with a contract demand of 10 MW has scheduled 4 MW power through open access in any time slot of the succeeding day as per the schedule submitted by him at 10 AM, then his admissible drawl from the licensee in that time slot will be 6 MW.*

*The total admissible drawl in different time – slots shall, however, be worked out based on slot-wise admissible drawl from the licensee as*

above and the slot-wise schedule of power through open access accepted / cleared by the power exchange and intimated to the SLDC and distribution licensee by the consumer in compliance of regulation 45. For example if, as per the schedule for drawl of power through open access submitted by the consumer at 10 AM of the day preceding the day of transaction, 4 MW power was scheduled through open access in a time slot and as per the accepted schedule this gets reduced to 3 MW, then his admissible total drawl in that time slot shall be 9 MW. i.e. 6 MW from the licensee and 3 MW through open access.

In case recorded drawl of the consumer in any time slot exceeds his total admissible drawl but is within 105 % of his contract demand, he will be liable to pay charges for the excess drawl (beyond admissible drawl) at twice the applicable tariff including FSA. In case the recorded drawl exceeds the sanctioned contract demand by more than 5% at any time during the month as per his energy meter, demand surcharge as per relevant schedule of tariff approved by the Commission shall also be leviable. For the purpose of calculating demand surcharge in such cases, the total energy drawl during the month including the energy drawl through open access shall be considered. The consumption charges for the energy drawl through open access, for the purpose of levy of demand surcharge, will be worked out at the applicable tariff for the category to which the consumer belongs...”

The reason behind such an amendment has been provided by the Commission in the above said Regulations itself, as under:-

**“The Commission feels that it would not be fair and justifiable if any losses of the distribution licensee on account of energy transactions by open access consumers get passed on, directly or indirectly, to other consumers. The Commission, to address these problems /difficulties, after a careful consideration of all these aspects, has prescribed certain additional conditions for grant of open access in case of day ahead transactions by open access consumers. The foremost among these additional conditions is that for day ahead transactions, the open access consumers shall**

*submit a confirmed slot wise schedule of power through open access and from the licensee for the next day at 10:00 hours of the previous day to the distribution licensee and SLDC. In case there are any reductions in his open access schedule when it is finally accepted / cleared by the power exchange, he would be required to manage his drawl from the licensee as also his total drawl accordingly. In case he exceeds his admissible drawl in any time-slot, penalty will be leviable. Amendments have been made in the relevant regulations accordingly. The principle that has been based upon to arrive at these conclusions is simple i.e. in case a consumer wants to avail the benefit of cheaper power, he should be ready to face the associated risks also if any.”*

**[Emphasis Supplied]**

As evident from the aforesaid, the Commission acknowledged the difficulties faced by the distribution licensee if the schedule is not intimated by the consumers and has accordingly amended the OA Regulations to include the above mandatory condition. The primary reasons behind introducing such condition were to introduce systematic planning and scheduling of the load by the distribution licensees.

The information supplied by the Power Exchange at any point of day does not constitute as compliance of the mandatory obligation casted on the Petitioner under the aforesaid regulation. It is further submitted that:-

- i) The contract demand of the Petitioner was considered by the Respondent in its power procurement as the Respondent is under a universal service obligation to provide power to consumers within its licensed area. In the absence of prior intimation to the Respondent, the Respondent is bound to schedule the entire contract demand for its consumers;
- ii) The Petitioner cannot be allowed to take advantage of its own wrong; and



iii) There was no waiver of the conditions prescribed under Regulation 42 of the OA Regulation as the adjustments have been claimed well within the time limits prescribed under the Electricity Act. It has been further submitted that it is a settled principle of law that where the statute provides for a thing to be done in a particular manner, then it has to be done in that manner and in no other manner. The condition of intimating day-ahead scheduling to the Respondent was introduced by way of an amendment as the Commission acknowledged the difficulties being faced by the Respondent when the consumers were not intimating the schedule. Therefore, the Petitioner by no means can contend that necessary compliance of Regulation 42 was done as information was received by the Respondent through power exchange/SLDC at a later time. The said contention, if accepted, would defeat the entire purpose of introducing such condition. In this regard, reliance is placed on Hon'ble Supreme Court's judgment in *Dipak Babaria & Ors. v. State of Gujarat & Ors.*, (2014) 3 SCC 502:-

**“53. It is well settled that where the statute provides for a thing to be done in a particular manner, then it has to be done in that manner and in no other manner. This proposition of law laid down in *Taylor v. Taylor* (1875) 1 Ch D 426, 431 was first adopted by the Judicial Committee in *Nazir Ahmed v. King Emperor* reported in MANU/PR/0020/1936 : AIR 1936 PC 253 and then followed by a bench of three Judges of this Court in *Rao Shiv Bahadur Singh v. State of Vindhya Pradesh* reported in MANU/SC/0053/1954 : AIR 1954 SC 322. This proposition was further explained in paragraph 8 of *State of U.P. v. Singhara Singh* by a bench of three Judges reported in MANU/SC/0082/1963 : AIR 1964 SC 358 in the following words:**

**8. The rule adopted in *Taylor v. Taylor* is well recognised and is founded on sound principle. Its result is that if a statute has conferred a power to do an act and has laid down the method in which that power has to be exercised, it necessarily prohibits the doing of the act in any other manner than that which has been prescribed. The principle**

***behind the rule is that if this were not so, the statutory provision might as well not have been enacted....***

*This proposition has been later on reiterated in Chandra Kishore Jha v. Mahavir Prasad reported in MANU/SC/0594/1999: 1999 (8) SCC 266, Dhananjaya Reddy v. State of Karnataka reported in MANU/SC/0168/2001 : 2001 (4) SCC 9 and Gujarat Urja Vikas Nigam Limited v. Essar Power Limited reported in MANU/SC/1055/2008 : 2008 (4) SCC 755.”*

**[Emphasis supplied]**

- h) The Petitioner has argued that the Respondent cannot penalize the Petitioner for not complying with the Regulation 42 as there is no such penalty prescribed under the Regulation. The said contention of the Petitioner is liable to be rejected as misconceived. It is reiterated that the Respondent has not penalized the Petitioner for non-compliance of Regulation 42, it has just withdrawn the adjustment provided under Regulation 43. The adjustment can only be availed by a consumer if such consumer is entitled to draw power through open access in terms of Regulation 42. As detailed above, if the Petitioner does not intimate the Respondent of the day ahead schedule then the Respondent has to bear the charges for un-availed power.
- i) The Petitioner has contended that the Respondent can't be allowed to claim the adjustments for open access for a period of 11 months which clearly implies that the Respondent has impliedly waived the condition as mentioned in Regulation 42. The said contention of the Petitioner is liable to be rejected as misconceived. In this regard, it has been submitted that prior to amendment in Regulation 42 of OA Regulations, concerned SDO's were doing manual adjustments/refund on basis of summary sheet provided by nodal agency i.e., HVPNL. However, after the above amendment was carried out in OA Regulations and in order to further streamline the process a specialized wing was constituted in the month of December, 2014 to deal with adjustments/refund for embedded open access consumers. Thereafter, the OA Wing after analyzing the data started sending adjustments/refund to the SDO's concerned so that same can be adjusted in the account respective open

access consumer. The same is evident from the fact that after the establishment of separate OA wing no discrepancy has been reported till now and case of the Petitioner pertains to the period from December 2013 to December 2014 i.e. prior to the period when OA Wing was established.

- j) Pertinently, the management in order to analyze and investigate the previous discrepancies if any, constituted a special team to coordinate and extract the desired information wherein it was directed to audit/reconcile the account of all open access consumers w.e.f. December, 2013 to December, 2014. For the aforesaid audit process, a special drive was carried out to specifically check whether any erroneous adjustments have been made in addition to preparation of regular UI bills/ refunds. It was also directed that all adjustments/refunds shall be subject to post audit by the office of Chief Auditor, DHBVN, Hisar. Accordingly, it was found that the Petitioner had been in violation of the OA Regulations and had not informed about the schedule of power through open access which has ultimately caused loss to the Answering Respondent. The moment such discrepancy surfaced, the Respondent took active measures and claimed the erroneous adjustment amount from the Petitioner. Therefore, there was never a waiver of the conditions prescribed under the OA Regulations. In any case, the demand has been raised well within time as prescribed under Section 56 (2) of Electricity Act, 2003, as under:-

*“Section 56 (Disconnection of supply in default of payment): --...(2) Notwithstanding anything contained in any other law for the time being in force, no sum due from any consumer, under this section shall be recoverable after the period of two years from the date when such sum became first due unless such sum has been shown continuously as recoverable as arrear of charges for electricity supplied and the licensee shall not cut off the supply of the electricity.”*

In view of the above provisions, it is submitted that the demand has been raised by the Answering Respondent within the time limit as prescribed under the Electricity Act, 2003 and is hence recoverable from

the Petitioner. Further, Section 56 would be applicable in the present case as the money claimed from the Petitioner is not a penalty; it is in fact the genuine dues for the energy purchased by the Respondent to the extent of contract demand of the Petitioner. The same has been demanded from the Petitioner as the Petitioner failed to comply with Regulation 42 which entitles a consumer to avail open access.

### **III. The Action taken against the concerned officers.**

- k) That the erroneous adjustment which was allowed is only attributable to the fact that at that particular point of time the concerned SDO's lacked the expertise to deal with such cases and same was done only on the basis of summary sheet provided by the nodal agency and without consideration of morning schedule. Further, as explained above it was only in December 2014 that a special wing was created to deal with open access related issues. Accordingly, as soon as the discrepancies and violations surfaced, the Respondent took prompt action and demanded the refund erroneously made. In any case, the demand has been raised well within time as prescribed under Section 56 (2) of Electricity Act.
7. The SLDC, vide memo no. Ch-42/ISB-486 dated 23.10.2019 submitted its reply as sought in the prescribed format providing customer-wise details of intimation of day ahead schedule.
8. The Petitioner in its reply sought in the prescribed format, submitted the customer-wise details of intimation of day ahead schedule.
9. The information provided by the Petitioner, SLDC and DHBVNL is summarized as under:-
- a) Aggarwal Metal Works, Rewari  
The Petitioner has submitted that the day ahead schedule was not submitted by 10 AM. However, the schedule was submitted a day earlier than the prescribed day.
- b) BSL Castings Pvt. Ltd.  
The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for three number dates out of eight dates. However, DHBVNL and SLDC has submitted that the schedule was not received.
- c) New Allenberry Works

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for one number date out of eleven dates. The fact has also been acknowledged by DHBVNL & SLDC. On other dates, the schedule was submitted a day earlier than the prescribed day. SLDC has submitted that the schedule was duly received by 10 AM on one date (email dated 28.04.2014) out of eleven dates for which demand has been raised by DHBVNL.

d) Sadhu Forging Ltd.

The Petitioner has submitted that the day ahead schedule was not submitted by 10 AM, but it was submitted with delay of few minutes past 10 AM. DHBVNL and SLDC has also acknowledged this fact for four out of six default days.

e) Sadhu Forging Ltd. (Unit-II)

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for both the dates for which demand has been raised by DHBVNL. However, DHBVNL has submitted that the schedule was not received and SLDC has submitted that it was received in one date out of two, but was received late.

f) Sadhu Forging Ltd. (Gear Division)

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for both the dates for which demand has been raised by DHBVNL. However, DHBVNL has submitted that the schedule was not received and SLDC has submitted that it was received in one date out of two, but was received late. The email evidence submitted by the Petitioner and SLDC are showing different times.

g) Star Wires (India) Ltd., Ballabgarh

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM. However, DHBVNL and SLDC has submitted that the schedule was not received.

h) Star Wires (India) Ltd., Chhainsa

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM. However, DHBVNL and SLDC has submitted that the schedule was not received.

i) STL Global Limited

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for one number date out of thirteen dates. On other dates, the schedule was submitted late. However, DHBVNL and SLDC has submitted that it was received late even on this date which is claimed by the Petitioner as submitted before 10 AM. The email evidence submitted by the Petitioner and the Respondents are showing different times.

j) Venus Industrial Corporation

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for one number date out of six dates. However, DHBVNL and SLDC has submitted that the schedule was not received.

k) Super Alloy Castings Pvt. Ltd.

The Petitioner has claimed that the day ahead schedule was submitted by 10 AM for ninety four number date out of one hundred and five dates. However, DHBVNL and SLDC has submitted that the schedule was not received.

l) Studds Accessories Ltd.

No details has been provided by the Petitioner. SLDC has submitted that the schedule was duly received by 10 AM in two date (email dated 11.01.2014 & 29.03.2014) out of nineteen dates for which demand has been raised by DHBVNL. However, DHBVNL has submitted that the schedule was not received.

m) Oswal Global

No details has been provided by the Petitioner, DHBVNL as well as SLDC.

n) Vishwakarma Ltd.

No details has been provided by the Petitioner. SLDC has submitted that the schedule was duly received by 10 AM in one date (email dated 10.02.2014) out of three dates for which demand has been raised by DHBVNL. However, DHBVNL has submitted that the schedule was not received.

o) Ramco Steels

No details has been provided by the Petitioner. However, DHBVNL and SLDC has submitted that the day ahead schedule, in the manner provided in the Regulations was not received by 10 AM.

p) Escorts

No details has been provided by the Petitioner. SLDC has submitted that the schedule was duly received by 10 AM in five dates (email dated

14.01.2014, 24.01.2014, 09.03.2014, 22.11.2014 & 23.11.2014) out of forty dates for which demand has been raised by DHBVNL. However, DHBVNL has submitted that the schedule was not received.

10. The case was subsequently heard on 25.07.2019, 13.09.2019, 23.10.2019, 05.11.2019 and finally on 27.11.2019.

**The findings recorded by the Commission.:**

11. The Commission has heard the arguments of the ld. counsel for the appellant and the Respondents and has also gone through the entire record of the appeal. The following issues arise for consideration and decision:-

- q) **Whether Regulation 42 of HERC (Terms & Conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 (HERC OA Regulation), is a mandatory provision?**
- r) **Whether the Petitioner has complied with the Statutory provision?**
- s) **Whether grant of adjustment by the Respondent Nigam, in respect of power bought by the Petitioner through Open Access, for considerable period of time, without the Petitioner following the provisions of the Statute, constitute implied waiver of the condition of intimation of day ahead schedule?.**
- t) **Whether the Respondent Nigam suffered any financial loss and was constrained in planning its power procurement on day to day basis?**

After hearing the learned counsel for the parties and going through the record of the appeal, the findings of the Commission on the issues are as under:-

**Issue (a):**

**Whether Regulation 42 of HERC (Terms & Conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 (HERC OA Regulation), is a mandatory provision?**

The Commission has closely examined the said Regulation as well as the rival contention on the same. The Commission observes that all the provisions of the Regulations notified by the Commission in its legislative capacity, have the force of law behind it. Hence a statute has to be construed according to the intent of the legislation, as the same, as reflected in the 'objectives' is to make the dispensation effective and workable. A reading of the said provision i.e. Regulation clause no. 42 & 45 of HERC OA Regulations, establishes the fact that meaning/interpretation of the said provision is plain & simple and the same by no stretch of imagination is open to more than one interpretation, which may require interference of the Commission or any court of competent jurisdiction to choose the interpretation which represents the true intent of the said Regulation. Hence, the effect of the same has to be necessarily given to it irrespective of the consequences.

**In view of the above discussion and the case laws cited by the Respondent, the Commission answers this issue in affirmative i.e. the requirement under Regulation 42 of the HERC OA Regulations is mandatory and binding.**

**Issue (b)**

**Whether the Petitioner has complied with the Statutory provision?**

The Commission has examined the aforesaid issue at length. A perusal of the impugned Order passed by the Co-ordination Committee dwells at length the consequences of non-submission/delay in submission of the day ahead schedule of power purchase through Open Access. Per contra, the Petitioner has submitted that they had given complete details of the day ahead schedules by sending emails to IEX, SLDC and the Distribution Licensee, however, receipt of the same was denied by the Respondent Nigam. In order to resolve the conflicting position, the Commission perused the reply filed by the parties pursuant to Interim Order of the Commission dated 13.09.2019.

The Petitioner in its reply could not submit the requisite details in respect of five customers viz. (i) Oswal Global, (ii) Vishwakarma, (iii) Ramco Steels, (iv) Escorts and (v) Studds Accessories. In respect of other



customers, on some of the dates petitioner claimed that day ahead schedule was provided, in some cases schedule was provided a day earlier than the prescribed day and in some cases the schedule was not provided at all. The Respondent Discom has submitted that the adjustment has already been provided for the dates in which they had received day ahead schedule and for the disputed dates the day ahead schedule has not been received. During the course of hearing, Id. Counsel for DHBVNL submitted that prima-facie it appears that the emails have been forged. However, the Commission has not gone into merits of the submission of DHBVNL.

However, in order to examine the issue involved in the dates mentioned in para 9 of the Order i.e. where SLDC has claimed that the emails were duly received as prescribed under Regulation 42 of HERC OA Regulations, 2012, the Commission has referred the relevant provisions of Section 13 of the Information Technology Act, 2000, which provides as under:-

***“13. Time and place of despatch and receipt of electronic record.–***

*(1) Save as otherwise agreed to between the originator and the addressee, the despatch of an electronic record occurs when it enters a computer resource outside the control of the originator.”*

submission has claimed that dated 19.10.2019 along with the Affidavit of even date, reveals that the information was submitted to IEX/HVPL/DHBVNL mostly in advance than the dates on which intimation was required to be submitted. However, the Respondents have submitted that Petitioner has not provided day ahead schedule by 10 AM, during the disputed period, as prescribed under Regulation 42 of HERC OA Regulations.

**In view of the above, undoubtedly it was mandatory for the consumer to submit to the distribution licensee a schedule of power required through open access to the licensee by 10.00 AM of the day preceding the day of transaction, however, the same was fulfilled upon the submission of email as per Section 13 of the Information Technology Act, 2000. The obligation of the Petitioner was duly discharged when the it entered a computer resource outside the control of the Petitioner. Therefore, the Commission decides that**

**the Petitioner has complied with the requirement of Regulations in the dates mentioned in para 9 of the Order for which open access power was disallowed by the UHBVNL/Coordination Committee for Open Access, as the intimation of drawl of open access was duly submitted before the time specified in Regulation 42 of HERC OA Regulations. However, for other dates, the Commission rejects the arguments of the Petitioner and holds that Petitioner violated the requirement of the Regulations.**

**Issue (c)**

**Whether grant of adjustment by the Respondent Nigam, in respect of power bought by the Petitioner through Open Access, for considerable period of time, without the Petitioner following the provisions of the Statute, constitute implied waiver of the condition of intimation of day ahead schedule?**

The Commission has examined the aforesaid issue at length. The Commission has taken note of the letter dated 27.12.2013 addressed by Haryana Vidyut Prasaran Nigam Limited (HVPNL) to all the embedded open access consumers, intimating the revised eligibility criteria for grant of open access, as per the revised OA Regulations notified on 03<sup>rd</sup> Dec., 2013. Upon Notification, the Regulations achieves the status of subordinate legislation and the public is deemed to have been informed and cannot claim ignorance of the amendment. The Commission, therefore, holds that there was a mandatory set of procedure to be followed by embedded open access consumers and an important part of which is an obligation cast upon the embedded open access consumers to submit to the distribution licensee a schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction. **This being in nature of subordinate legislation, the Distribution licensee had no power to waive off or modify the statutory conditions set out in the Regulations in any manner, whether explicit or implicit. If Act or Regulations mandate to follow a particular procedure, the same shall have to be adhered to by the person who desires to avail the benefit under the said Regulations.**

**If consumer does not adhere to the conditions of Open Access Regulations/Procedure, it has to face the consequences. The charges are levied as an enforcement measure and not as a penalty in the strict sense.**

**In view of the above, the Commission answers the issue framed above in negative i.e. grant of adjustment by the Respondent Nigam, in respect of power bought by the Petitioner through Open Access, for considerable period of time, without the Petitioner following the provisions of the Statute, does not constitute implied waiver of the condition of intimation of day ahead schedule.**

**Issue (d)**

**Whether the Respondent Nigam suffered any financial loss and was constrained in planning its power procurement on day to day basis?**

The aforesaid query was put forth to the Respondent Nigam. In reply to the same it has been submitted that *“the exact calculation of the losses attributable to non-intimation of open access by a particular consumer and resultant profit and loss for sale of equivalent power through exchange / UI cannot be worked out owing to the complexities and pooling of power in the grid”*

The Commission observes that the Respondent Nigam failed to quantify the loss in individual case, as well as at an aggregate level. However, the Commission has taken note of the submission of the Respondent Nigam that the un-planned energy has gone wasted as on most of the dates there was under drawl.

**In view of the above factual matrix, the Commission answers the issue in affirmative i.e. the Nigam did suffer some financial loss, which is difficult to quantify.**

**Conclusion:-**

Having answered the above issues, the Commission is of the considered view that Regulation 42 of HERC OA Regulations, 2012 being mandatory in nature has not been strictly followed and complied with by both the parties from Dec 2013 to Dec 2015. The Petitioner has admitted that the

requisite information has not been supplied by him on the correct email id of DHBVNL before 10 AM of the preceding day. The Respondent without verifying the said information kept on adjusting the amount for as long as one year.

The Regulations occupying the field came into existence in 2012 and the first amendment was notified on 03.12.2013. However, the said adjustments were being made by the Respondent without taking in account the amendments which were done in the HERC OA Regulations on 03.12.2013. It is clear that the present case is basically delayed implementation of 1st Amendment of HERC OA Regulations, 2012. For this both the parties are at fault but two wrongs cannot make one right. As a matter of fact, Regulation 42 & 45 of HERC OA Regulations 2012, is the mandate of the subordinate Regulations, therefore, this cannot be waived.

Facing this peculiar situation, this Commission is of the view that a balanced approach should be taken. The Commission does not want to enrich the DISCOMS for their own fault nor wants to pass on any financial losses to the DISCOMS which ultimately have to be passed on to the consumer at large.

In order to balance the equity on both sides as a one-time measure the Commission is of the view that present situation is comparable to the one when Open Access Consumer under draws the power and unplanned power under drawn by the consumer, flows in to the system. The procedure for settlement of such power has been specified in the Regulation 24(2) of the HERC Open Access Regulations (1<sup>st</sup> Amendment) Regulations, 2013, as reproduced below:-

***“Under drawl by open access consumer:*** *In the event of underdrawl, the consumer will be paid by the licensee UI charges as notified by CERC for intra-state entities or lowest tariff as determined by the Commission for the relevant financial year for any consumer category or power purchase price/sale price contracted by the open access consumer whichever is lower.....xxx. “*

However, the said Regulation has a capping of 10% of the entitled drawl in a time – slot and 5% of the entitled drawl on aggregate basis for all the 96 time-slots in a day.

Once the Commission is of the view that the present situation is similar, in the light of the above discussions, it would be equitable and just that the Petitioners are granted credit for the purchase of energy from Power Exchange during the disputed period at the rate lowest of the UI charges notified by CERC for intra-state entities or lowest tariff as determined by the Commission for the relevant financial year for any consumer category or power purchase price/sale price contracted by the open access consumer without capping of 5 %/ 10 % as a one time measure.

However, for the dates discussed in para 9 of the Order above, where the Petitioner has complied with the requirement of Regulations for which open access power was disallowed by the UHBVNL/Coordination Committee for Open Access, as the intimation of drawl of open access was duly submitted before the time specified in Regulation 42 of HERC OA Regulations. Hence, the Commission Orders that for these days, as tabulated below, the Nigam shall give adjustments to the Petitioner considering the same as power bought under Open Access Mechanism:-

Customer Name	Date of intimation	Date of open access transaction
New Allenberry Works	28.04.2014	29.04.2014
Studds Accessories Ltd	11.01.2014 & 29.03.2014	12.01.2014 & 30.03.2014
Vishwakarma Ltd.	10.02.2014	11.02.2014
Escorts	14.01.2014, 24.01.2014, 09.03.2014, 22.11.2014 & 23.11.2014	15.01.2014, 25.01.2014, 10.03.2014, 23.11.2014 & 24.11.2014

The Petitioner, within 15 days from the date of receipt of this Order, shall submit to DHBVNL, the documentary evidence that it had purchased the energy through Power Exchange and paid for it. In case the Petitioner fails to produce the document as evidence, within the time allowed, then no credit shall be allowed thereafter by DHBVNL. Further, DHBVNL shall grant necessary adjustment within 30 days thereafter, failing which, DHBVNL shall be liable to interest @ 12% p.a. on the adjustment amount due.

12. Before parting with the Order, the Commission further directs DHBVNL to develop a portal within 3 months from the date of receipt of this Order, where the open access consumer can submit the schedule of power to be drawn through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction. Submission of the schedule on portal before 10 AM of the preceding day will be deemed to be information duly supplied in compliance of the HERC Open Access Regulations, 2012, as amended from time to time.
13. The present appeal is accordingly disposed of.

(D.S. Dhesi)  
Chairman

(Pravindra Singh Chauhan)  
Member

(Naresh Sardana)  
Member

Dated: 17.12.2019  
Place: Panchkula