

**BEFORE THE HARYANA ELECTRICITY REGULATORY COMMISSION AT PANCHKULA**

**IA No. 10 of 2022  
In the matter of  
Case No. HERC/PRO 6 of 2021  
AND  
IA No. 11 of 2022  
In the matter of  
Case No. HERC/PRO 7 of 2021**

**Date of Hearing : 25.05.2022  
Date of Order : 26.05.2022**

**In the Matter of**

**Application on behalf of the Applicant under Section 86(1)(b) of the Electricity Act, 2003 read with Haryana Electricity Regulatory Commission (Conduct of Business) Regulations, 2019 seeking approval of this Hon'ble Commission for withdrawal of the Exit Letter dated 26.05.2021 and commencement of power supply on amended terms and conditions as per letter of the Respondent dated 12.05.2022.**

**Petitioner/Applicant**

Haryana Power Purchase Centre, Panchkula (HPPC)

**Respondents**

M/s Shiga Energy Private Limited (SEPL) – IA 10 of 2022  
M/s Dans Energy Private Limited (DEPL) – IA 11 of 2022

**Present on behalf of the Petitioner**

Ms. Sonia Madan, Advocate for HPPC

**Present on behalf of the Respondents**

Shri Shishir Sharma

**Quorum**

**Shri R.K. Pachnanda  
Shri Naresh Sardana**

**Chairman  
Member**

**ORDER**

1. The petitioner i.e. HPPC, in case no. HERC/PRO-6 of 2021 and HERC/PRO-7 of 2021, has preferred the present IAs no. 10 of 2022 and 11 of 2022 in the matter of SEPL and DEPL respectively, seeking withdrawal of exit decision taken by them vide exit memo no. Ch-87/CE/HPPC/SE/C&R-I/PPA-147 and Ch-86/CE/HPPC/SE/C&R-I/PPA-147, both dated 26.05.2021 and revival / re-institution of the power purchase agreements dated 6.10.2020 terminated in exercise of Clause 3.3.2 of the said concluded PPA(s).
2. The Commission heard Ms. Sonia Madan, the learned counsel appearing for the applicant i.e. Haryana Power Purchase Centre (HPPC). The learned counsel, submitted that in

compliance with this Hon'ble Commission's interim order, in the present matter, dated 19.05.2022, all the parties i.e. HPPC (purchaser on behalf of the Haryana Discoms), SEPL and DEPL (IPPs) have filed the requisite affidavit(s) dated 25.05.2022 by HPPC and 24.05.2022 by SEPL & DEPL regarding mutual agreement on the terms and conditions of the PPAs.

3. That M/s Shiga Energy Pvt. Ltd. / Dans Energy Pvt Ltd. in terms of the commitments made in the affidavit, undertake to supply power to HPPC on the following terms:-
  - a) 'Tariff' shall be as determined by the HERC vide its order dated 27.04.2021 i.e., levelized tariff of Rs. 4.38 / kWh (SEPL) and Rs. 4.34/kWh (DEPL).
  - b) M/s Shiga and M/s Dans will not revise its design energy and therefore, the tariff shall remain as determined by the HERC vide its order dated 27.04.2021 for the entire duration of project life.
  - c) HPPC is not liable to pay any claim/damages, of whatsoever nature, for the period starting from 26.05.2021 till the time power supply resumes through the reinstatement of the PPA.
  - d) HPPC & M/s Shiga / M/s Dans will withdraw their respective pending appeals/petitions/applications etc. (cases) filed against each other before any court/tribunal/commission(s) and will continue the power supply under the PPA throughout the tenure of PPA at the HERC determined Tariff.

#### **Amendment to Article 9 of PPA**

##### **9.1.2 Tariff:**

- i. The Purchaser shall pay to the Company for the energy supplied at a tariff determined by the Hon'ble HERC vide Order dated 27.04.2021 i.e. a levelized tariff of Rs.4.38/kWh (SEPL) and Rs. 4.34 / kWh (DEPL) for the entire term of this agreement.
- ii. The tariff at any point in time during the tenure of this Agreement shall not exceed the determined tariff even as a consequence of any order/intervention of any statutory authority including HERC, CERC, APTEL, or Court of Law, except statutory levies/taxes subsequently imposed by the Government which would be reimbursed to the company.
- iii. The Company has undertaken not to revise its design energy as stipulated in Annexure-A to this agreement. As a result, there will be no revision in the tariff payable in terms of Clause 9.1.2(i) for the entire term of this agreement.

- iv. The Purchaser shall not be liable to pay any claim/damages to the Company, of whatsoever nature, for the period starting from 26.05.2021 till the time power supply resumes through the execution of the present amendment to the PPA. In no event shall the Purchaser be liable for any damages whatsoever (including, without limitation, incidental, direct, indirect, special, and consequential damages, damages for loss of profits, business interruption, or other pecuniary loss) arising out of the exit made by HPPC from the PPA dated 06.10.2020.
- v. That the other terms and conditions of the PPA dated 06.10.2020 shall remain unaffected.
4. The Commission has taken on record the affidavits filed by the parties dated 25<sup>th</sup> May, 2022 (HPPC) and 24<sup>th</sup> May, 2022 (SEPL and DEPL) and accordingly following order is passed in the IAs.
- The IAs are allowed i.e. the applicant herein is allowed to withdraw the exit letters dated 26.05.2021. Given the acute power supply shortage scenario in Haryana as brought out by the petitioner and the fact that peak demand season has set in, the Commission, as prayed for by the applicant i.e. HPPC, allows the applicant to schedule power from SEPL and DEPL with immediate effect at the tariff determined by this Commission vide its order(s) dated 27<sup>th</sup> April, 2021 (31 of 2018 and 32 of 2018). The tariff(s) determined by this Commission shall be applicable throughout the remaining useful life of the ibid HEPs. **The applicant i.e. HPPC is directed to file a fresh PPA(s) incorporating the amended clauses, as agreed upon between the parties, within five days from the date of the present order for the consideration and approval of the Commission.**
5. In terms of the above, the IAs are disposed of.
6. This order is signed, dated and issued by the Haryana Electricity Regulatory Commission on 26.05.2022.

Date: 26.05.2022  
Place: Panchkula

(Naresh Sardana)  
Member

(R.K. Pachnanda)  
Chairman