

Appellate Tribunal for Electricity
(Appellate Jurisdiction)

Dated:1st Oct, 2014

Present:

HON'BLE MR. JUSTICE M KARPAGA VINAYAGAM, CHAIRPERSON
HON'BLE MR. RAKESH NATH, TECHNICAL MEMBER

IA No.343 of 2014
in
Appeal No.98 of 2014

- 1. Uttar Haryana Haryana Bijli Vitran Nigam Ltd**
Vidyut Sadan
Plot No.C-16, Sector-6,
Panchkula, Haryana-134 112
- 2. Dakshin Haryana Bijli Vitran Nigam Ltd**
Vidyut Nagar,
Vidyut Sadan,
Hissar, Haryana-125 005

.....Applicant(s)/Appellant(s)

Versus

- 1. Central Electricity Regualtory Commission,**
3rd & 4th Floor, Chanderlok Building,
36, Janpath,
New Delhi-110 001
- 2. Adanai Power Limited**
9th Floor, Shikhar,
Mithakali Six Roads,
Navrangpura,

Ahmedabad-380 009

3. Gujarat Urja Vikas Nigam Limited Vadodara
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara-390 007
Gujarat

.....Respondent(s)

Counsel for the Appellant(s) : Mr. M G Ramachandran,
Ms. Poorva Saigal
Ms. Anushree Bardhan
Ms. Swagatika Sahoo

Counsel for the Respondent(s) : Mr. Dhananjay Baijal
Mr. Nikhil Baijal for R-1
Dr. Abhishek Manu Singhvi
Mr. Amit Kapur,
Mr. Gaurav Duedja
Mr. Akshat Jain
Ms. Poonam Verma
Mr. Apporva Misra
Mr. Abhishek Munot R-2

/O R D E R/

**PER HON'BLE MR. JUSTICE M. KARPAGA VINAYAGAM,
CHAIRPERSON**

1. Uttar Haryana Bijli Vitran Nigam Limited and Dakshin Haryana Bijli Vitran Nigam Limited (Haryana Utilities) are the Applicants/Appellants herein. This is an Application filed by them for a direction to Adani Power, the 2nd Respondent to

restore the supply of electricity to the Applicants pending the disposal of the Appeal filed by them.

2. Haryana Utilities have filed this Appeal in Appeal No.98 of 2014 against the order dated 21.2.2014 passed by the Central Commission in the Petition filed by Adani Power Limited determining the additional compensatory tariff payable by the Applicants/Appellants on the contracted capacity of 1424 MW to be generated from its project and supplied to the Applicants/Appellants. This Appeal has already been admitted and posted for final hearing. In the meantime, interim directions were issued by this Tribunal granting partial stay and the Appeals as against those interim directions have been filed by the Applicants before the Hon'ble Supreme Court which in turn disposed of the same after recording some undertaking given by Adani Power and requesting this Tribunal to dispose of the main Appeal as expeditiously as possible. At that point of time, the supply of electricity to Applicants was suddenly stopped by Adani Power.
3. Aggrieved by the same, the Haryana Utilities have filed this Interim Application in IA No.343 of 2014 pending disposal of this Appeal seeking for the direction to Adani Power Limited, the Generating Company to generate and to restore the supply of electricity to the Haryana Utilities.

4. According to the Applicants, the act of Adani Power, suddenly stopping the supply to the Applicants in spite of the undertaking given to the Hon'ble Supreme Court which was recorded in the Order dated 25.8.2014 is illegal and that therefore, the Interim direction may be issued for restoration of supply on a continuous basis without interruption pending disposal of this Appeal No.98 of 2014.
5. According to Adani Power (R-2), they did not give any such undertaking to the Hon'ble Supreme Court that they would supply the power without any interruption and that therefore, the prayer in the Application is not valid in law especially when the suspension of supply of electricity is in terms of the PPA as the Applicants have not discharged their obligations by establishing the payment security mechanism.
6. The grounds raised by the Haryana Utilities in the Application for the Interim Direction for restoration of supply are as follows:
 - (a) Adani Power through its learned Senior Counsel had given an undertaking to the Hon'ble Supreme Court to supply electricity to the Applicants and to accept the tariff as per the Power Purchase Agreement and accordingly, the order has been passed by the Hon'ble Supreme Court on 25.8.2014

disposing of the Appeal filed by the Applicants. Therefore, the said undertaking has to be complied with by Adani Power in letter and spirit.

(b) Immediately, after the order was passed on 25.8.2014 by the Hon'ble Supreme Court, Adani Power (R-2) abruptly stopped the generation and supply of electricity to the Haryana Utilities on the purported ground that the Applicants/Appellants have not established the payment security mechanism under the PPAs. Adani Power's act of adopting the said course by suddenly stopping the supply was with a view to deprive the Haryana Utilities to receive the electricity required for maintenance of supply to the consumers at large in the State of Haryana.

(c) Adani Power (R-2) is wrongly raising the issues of payment security mechanism in order to avoid its obligation to supply electricity at the rates specified in the PPA pursuant to the orders of the Hon'ble Supreme Court dated 25.8.2014 even though the Haryana Utilities have already established the requisite payment security mechanism.

7. On these grounds, the interim relief is sought for by the Applicants.
8. The gist of the reply opposing this prayer by Adani Power (R-2) is as follows:

(a) This Application filed by the Haryana Utilities is not maintainable before this Tribunal since the prayer sought for in the interim Application is entirely different from the prayer sought for in the main Appeal and as such, the interim relief sought for is beyond the scope of the proceedings. Therefore, the Petition/Application is liable to be dismissed.

(b) The Haryana Utilities have misinterpreted the order dated 25.8.2014 of the Hon'ble Supreme Court by contending that Adani Power had undertaken to supply electricity as per the PPAs. Adani Power did not give such undertaking to the Hon'ble Supreme Court to continue the supply of electricity. The undertaking given by Adani Power was limited to the fact that Adani Power would accept the payment as per the PPA in the event of supply. When there is a material breach of relevant clauses of PPA on the

part of the Haryana Utilities, the statement made by Adani Power before the State Commission would not be a bar to stop the supply, as per the terms of PPA.

(c) The suspension of power supply to Haryana Utilities is in accordance with the law. As per the PPA it is the obligation of Haryana Utilities to establish all the components of payment security mechanism. When these elements of payment security mechanism have not been established by the Haryana Utilities in terms of the PPAs, Adani Power is entitled to suspend the supply of electricity in terms of Article 14.4 read with Articles 11.4.1 and 11.4.2 of the PPAs.

(d) Adani Power duly followed the procedure prescribed in the PPAs before suspending supply of electricity to the Haryana Utilities. On 28.12.2012 itself Adani Power issued a preliminary default notice to Haryana Utilities in terms of Article 14.4.2. The period of 90 days had already expired on 4.4.2013. Despite numerous reminders sent by Adani Power, Haryana utilities defaulted in curing material breaches under the PPAs. Therefore, Adani Power rightly suspended the supply of electricity to Haryana Utilities in terms of the PPAs.

(e) Haryana Utilities have wrongly stated that they have established the requisite payment security mechanism even though the same had not been established. It is also not correct on the part of the Applicants to contend that Adani Power has raised the issue of payment security mechanism only subsequent to the order dated 25.8.2014 passed by the Hon'ble Supreme Court. The suspension of supply of electricity by Adani Power has no correlation with the order of the Hon'ble Supreme Court. Therefore, Haryana Utilities cannot seek for this interim relief especially when they have suppressed the relevant letters exchanged between the parties from this Tribunal.

9. Both the parties in support of their respective pleas have cited several judgments rendered by this Tribunal as well as High Courts and Hon'ble Supreme Court.
10. In the light of the rival contentions, the following question would arise for consideration:

“Whether Interim Relief sought for by the Haryana Utilities in the Application No. IA 343 of 2014 , pending disposal of this Appeal seeking for the direction to Adani Power to restore the supply of

electricity to Haryana Utilities could be granted or not?”

11. We have carefully considered the submissions made on behalf of both the parties and also gone through the records, written notes as well as authorities cited by both the parties.
12. This matter has got a chequered history.
13. In order to understand the core of the issue, it would be better to narrate the relevant events giving the background of the case:

(a) Adani Power Limited, the Generating Company (R-2) had entered into a PPA with the Applicants on 7.8.2008 following the tariff based competitive bidding under Section 63 of the Electricity Act, 2003 for supply of electricity on long term basis i.e. 25 years. Thereupon, the Generating Company entered into a Fuel Supply Agreement for imported coal from Indonesia.

(b) On 23.9.2010, the Government of Indonesia promulgated the Regulations providing the sale price of coal to be aligned with the International Benchmark price. Due to this change of Regulations, there was an impact on the price decided under the PPA. Therefore, the Generating Company Adani Power

filed a Petition before the Central Commission on 5.7.2012 in Petition No.155 of 2012 seeking for redressal on account of the impact of Indonesian Regulations under Force Majeure Clause and Change in Law and for making for suitable revision of tariff.

(c) The Central Commission ultimately after hearing the parties on 2.4.2013 passed an Order holding that even though no case was made out under Force Majeure and Change in Law under the PPA, there was a need to allow compensatory tariff in the circumstances of the case and in that view of the matter, constituted a Committee to find an accepted solution in the form of compensatory tariff in consultation with all the parties and directed the Committees to send the Report to the Central Commission to arrive at a final solution. Accordingly, the Committee was constituted and held meetings. Ultimately, they sent the report to the Central Commission giving suggestions to determine the compensatory tariff. On the basis of the said Report, the Central Commission passed the Impugned Order dated 21.2.2014 determining the compensatory tariff to be paid by the Applicants/Appellants to the

Generating Company (R-2) over and above the tariffs agreed to in the PPAs for the entire period.

(d) Aggrieved by this Impugned Order dated 21.2.2014, the Applicants have filed this Appeal No.98 of 2014 on 7.4.2014. During the pendency of the Appeal, the Applicants filed Interim Applications in IA No.190/14 seeking for the stay of the operation of the Impugned Order dated 21.2.2014 in entirety on the ground that they are not liable to pay any compensatory tariff in the circumstances of the case.

(e) This interim Application was vehemently opposed by the Generating Companies as there was no prima facie case made out for grant of stay of the operation of the Impugned Order. However, this Tribunal by the Order dated 21.7.2014, granted a partial stay in respect of the past arrears prior to Impugned Order and directed the Applicants to pay the current amount prospectively i.e. from March, 2014 to May, 2014 in six equal instalments and the Generating Company shall keep an account of the amount received by them as compensatory tariff and the same would be subject to the outcome of the final disposal of this Appeal.

(f) The relevant directions granting partial stay given in the order dated 21.7.2014 are as follows:

“30. In view of the above, we do not think that a prima facie case has been made out for our intervention at the interim stage for granting the stay of the Order in entirety as we have to decide the important issues raised in these Appeals only after final hearing in main Appeals. During the pendency of these Appeals, we have to ensure that the generation at these large power plants are not affected due to financial constraints.

31. However, keeping in view the contention of the Applicants with vehemence regarding burden that they have to bear on account of payment of arrears for the period 1.4.2012 to 28.2.2014 ordered by the Central Commission, we would like to grant partial stay.

32. Accordingly, we pass the following Interim Order which in our view would balance the interest of both the parties:

(i) We direct the beneficiary Applicants to make current payment as per the impugned order of the Central Commission i.e. from March 2014 onwards.

(ii) The bills raised in July 2014 for the energy supplied during June 2014 shall be made in full as per the impugned orders of the Central Commission. The arrears from March 2014 to May 2014 shall be paid in six equal instalments from end of July 2014 onwards.

(iii) The Respondent Generating Companies will keep an account of the amount received by them

from the beneficiary Applicants as compensatory tariff. In case, the Appeals are allowed, the amount so received shall have to be refunded to the beneficiary Applicants/Appellants with interest.

(iv) The retrospective direction regarding payment of arrears from 1.4.2012 to 28.2.2014 by the beneficiary Applicants need not be complied with pending disposal of the Appeal since the same would be subject to the outcome of these Appeals after the final disposal.

33. With these directions, the Applications are allowed in part.....”

(g) Thus, through the above order, the Tribunal granted the stay in respect of the arrears prior to the Impugned Order but did not incline to grant stay in respect of the current payment to be made subsequent to the tariff order prospectively.

(h) Though they were granted stay in respect of the past arrears, the Applicants, having not satisfied with the directions to the Applicants for making of the current payments, have filed the Civil Appeal before the Hon'ble Supreme Court seeking for the stay of the Impugned Order in entirety.

(i) When this matter was taken up before the Hon'ble Supreme Court, both the parties through their respective learned Counsel made their submissions

with reference to the order of this Tribunal in respect of the current payment to be made by the Applicants subsequent to the Impugned Order of the Central Commission.

(j) However, ultimately, the learned Senior Counsel appearing for Adani Power made a statement before the Hon'ble Supreme Court that they would accept the payment in terms of the Power Purchase Agreement without prejudice to their claims since the main controversy over those claims is being heard by the APTEL in the Appeal No.98 of 2014.

(k) In view of the above statement agreeing for the receipt of the payment as per the PPA, though they were entitled to collect the compensatory tariff in respect of the current period, the Hon'ble Supreme Court without going into the merits of the matter recorded the statement of the Learned Senior Counsel for the Respondent Generating Company and disposed of the Appeals after making a request to the Appellate Tribunal to hear the Appeals and dispose of the same as expeditiously as possible. This order had been passed on 25.8.2014.

(l) The relevant observations contained in the judgment dated 25.8.2014 by the Hon'ble Supreme Court in Civil Appeal No.7604 of 2014 are as follows:

“Learned Senior Counsel representing Coastal Gujarat Power Limited and Adani Power Limited have made a statement to this Court that they would accept the payment in terms of the Power Purchase Agreement without prejudice to their claims since the main controversy is already being heard by the Appellate Tribunal for Electricity, New Delhi.

In the above view of the matter, the earlier order passed by the Central Electricity Regulatory Commission, New Delhi dated 15.4.2013, as also the order passed by the Appellate Tribunal for Electricity New Delhi dated 21.7.2014 have been rendered inoperative. We would request the Appellate Tribunal for Electricity, New Delhi to hear the matter as already scheduled, and dispose of the same, as expeditiously as possible, without being influenced by the observations made in the order passed by the Central Electricity Regulatory Commission, New Delhi as also the order passed by the Appellate Tribunal for Electricity, New Delhi.

The Appeals are disposed of in the above terms.”

(m) Thus, it is clear on that basis of the statement made by the Respondent Generating Company through its Senior Counsel accepting to receive the payment as per the PPA which was agreed to by the Applicants; the Civil

Appeal has been disposed of by the Hon'ble Supreme Court.

(n) Strangely, on the very same day evening on 25.8.2014, Adani Power has issued notice for suspension of supplies and subsequently stopped the generation and supply of electricity to the Applicants on the ground that the Applicants have not established the payment security mechanism to the shock and surprise of the Applicants by sending the Notice of default dated 25.8.2014. The same is as follows:

*“Sub: **Notice of Default***

Ref: PPA dated 07.08.2008 between APL and Haryana Discoms (UHBVNL & DHBVNL)

Dear Sir,

We refer to our previous correspondence resting with our letter bearing No APL/Haryana/27052014 dated 27.05.2014 on the issue of material default in respect of payment security mechanism as provided for in terms of Article 11.4.1 and 11.4.2 of the PPA dated 07.08.2008.

Despite our repeated requests and reminders, since both the Letter of Credit and Collateral Arrangement has not been effected and/or put in place by you in accordance with the PPA provisions. This constitutes an event of default under Article 14.2 of the above PPA. This default has continued since the scheduled commercial operation date (SCOD). The consultation

period of 90 days in terms of Article 14.4.5 has also since long expired.

The said default is a material breach of your obligation under the above PPA and although we have put you repeatedly to notice, you have not rectified the same in terms of Article 14.2 (iii) of the above PPA.

In these circumstances, we now faced with no option but to suspend the supply of power unless there is immediate compliance which you have persistently failed to do. Needless to say that this is without prejudice to all our rights to sell the power to third parties in terms of Article 14.4.5 of the above PPA and claim the shortfall in the Capacity Charges, if any, calculated in terms thereof.

Thanking you,

Yours sincerely

For Adani Power Limited,

Sd/-

Authorized Signatory.”

(o) This default notice would show that even on 27.5.2014, Adani Power sent a default notice in respect of payment security mechanism as per the PPA and despite their request, the payment security mechanism such as Letter of Credit and Collateral Arrangement have not been established and the consultation period of 90 days has already expired and as such, the said default is a material

breach and under those circumstances, they decided to suspend the supply of power. In this letter there is no reference about the statement made on behalf of the Generating Company before the Hon'ble Supreme Court. There is no reason explained in this letter as to what was the immediate cause of action for sending the intimation on 25.8.2014 itself for stopping the supply abruptly.

(p) On receipt of this intimation dated 25.8.2014, the Haryana Utilities had sent a reply on 26.8.2014 stating that the payment security mechanism has already been established and therefore, the supply may be restored especially when the Respondent Generating Company gave undertaking before the Hon'ble Supreme Court that they would not recover money in excess of the amount specified in the PPA. The letter sent by the Haryana Utilities is as follows:

*"Memo No.Ch-144/SN/HPPC/Adani/62
Dated 26.8.2014*

***Sub: Notice of Default Dated 25th August, 2014 –
Power Purchase Agreeemtns dated 7th August,
2008- Adani Power Limited and Haryana
DISCOMS***

Dear Sir,

- 1. This has reference to your alleged Notice of Default dated 25th August, 2014 purporting to suspend the supply of power for the absence of*

Collateral Agreement being effected as per the Power Purchase Agreements dated 7th August, 2008 by Uttar Haryana Bijli Vitran Nigam Limited and Dakshin Haryana Bijli Vitran Nigam Limited.

- 2. In regard to the above, the two distribution licensees have duly furnished the Letter of Credit as security for the due and punctual payment of the amount becoming due for the electricity supplied as per the provisions of the Power Purchase Agreements. Further, there has been no default on the part of either of the distribution licensees to pay the amount becoming due from time to time for the generation and sale of electricity under the respective Power Purchase Agreements.*
- 3. The Letter of Credit has been furnished presently covering an amount of Rs.304.72 Crores. The Letter of Credit has been issued by UHBVN on behalf of both UHBVN & DHBVN from OBC Sector 17, Chandigarh and is valid till 27.03.2015. The above Letter of Credit duly secures the monthly payments become due from the distribution licensees.*
- 4. As regards the Collateral Arrangement provided for in Article 11.4.2 of the Power Purchase Agreement, it is stated that such Collateral Agreement is in the nature of Default Escrow Arrangement whereby in the event of non-payment of money by the distribution licensees, Adani Power will have the ability to recover money due from the revenues of the Procurer. The Collateral Arrangement i.e. Default Escrow Arrangement stands executed as on 7th August, 2008.*

5. *In the letter dated 27th May, 2014 written by Adani Power, the allegation was not that the Letter of Credit has not been established or the Collateral Agreement, namely, the Default Escrow Agreement or the Agreement to Hypothecate cum Deed of Hypothecation has not been executed but the allegation was in regard to some discrepancies mentioned and the operationalisation of the Collateral Agreement.*
6. *The distribution licensees in Haryana have not denied that the operationalisation of the collateral arrangement. The distribution licensees are ready and willing to do the needful and in this connection invite the representatives of Adani Power to visit the Office of the undersigned at any time with prior intimation to finalise the arrangement and all pending issues in regard to the operationalisation of the Collateral Agreements.*
7. *The letter dated 25th August, 2014 has been issued by you after having kept silent upon the issue of the earlier letter dated 27th May, 2014 clearly motivated by the decision of the Hon'ble Supreme Court in Civil Appeal No.7604 of 2014 whereby after hearing the matter the Counsel of Adani Power made a statement that it would not recover money in excess of the amount specified in the Power Purchase Agreements. Immediately after the above Order, the letter dated 25th August, 2014 has been issued. Bet it as it may be, the two distribution licensees are keen to operationalise the Collateral Agreement immediately and call upon Adani Power to visit the above mentioned office at the earliest convenience by giving appropriate prior notice to finalise all pending issues.*

8. *In the circumstances mentioned above, it is denied that there has been any material default on the part of the distribution licensees in fulfilling any of the obligations contained in the Power Purchase Agreements. The Default Escrow Agreement is required now to be implemented in regard to the tariff as per the Power Purchase Agreements entered into between the parties and not in regard to the amount that is claimed by Adani Power in terms of the Order dated 21st February, 2014 passed by the Central Electricity Regulatory Commission or order dated 20th July, 2014.*

9. *In regard to the above, it is also relevant to mention that Adani Power had initiated various legal proceedings before the Central Electricity Regulatory Commission and there have been serious discrepancies in regard to the claim made by Adani Power for the enhanced tariff. When these disputes were pending, Adani Power did not choose to raise the issue of any default on the part of the distribution licensees in regard to the Collateral Agreement in any of the above proceedings. Now, Adani Power is raising the issue with the threat of suspension of the power supply, the distribution licensees hereby notify Adani Power that they are keen to finalise the Collateral Agreement at the earliest. It may also be placed on record that Adani Power has not in any manner prejudiced or affected by non-operationalisation of the Collateral Agreement or any defect or deficiency as mentioned in the letter dated 25th July, 2014. All payments due to Adani power had been duly remitted and Adani Power is fully protected under the Letter of Credit. The Collateral Agreement are more in the nature of*

Default Agreement, when the distribution licensees are not maintaining the Letter of Credit or otherwise not making payment of the amounts due to Adani Power.

10. *In view of the above, the threat of suspension of electricity made by you suddenly in the letter dated 25th August, 2014 after the conclusion of the hearing before the Hon'ble Supreme Court is totally unwarranted and unjustified and amounts to an abuse of the process of the Court. The distribution licensees are in need of the power contracted under the Power Purchase Agreements dated 7th August, 2008. Any attempt to suddenly suspend or withdraw the supply of the contracted capacity will be a material default on the part of Adani Power and Adani power will be held responsible and liable for all the consequences. Such suspension or withdrawal of power would affect the ability of the distribution licensees to maintain the supply of power to the consumer at large.*

Sd/-

*Chief Engineer/HPPC
UHBVNL, Panchkula”.*

The contents of the reply sent by the Application dated 26.8.2014 is as follows:

- (i) The two Distribution Licensees (Applicants) have duly furnished the Letter of Credit as security for the due and punctual payment of the amount becoming due for the electricity supplied as per the PPA. Till

now, there has been no default on the part of the Distribution Licensees to pay the amount becoming due from time to time.

(ii) The letter of credit has been furnished by both the Distribution Licensees recovering for the amount of 304.72 Crores which is valid till 27.03.2015.

(iii) The Collateral Arrangement i.e. Default Escrow Arrangement stands executed as on 7.8.2008. The Haryana Utilities have not denied operationalisation of the collateral arrangement. Distribution Licensees are willing to do the needful. In this connection the representatives of Adani Power may visit the office of the Haryana Utilities to finalise the arrangements.

(iv) The earlier default letter was issued on 27.5.2014. After having kept silent upon the issue in pursuance of the letter dated 27.5.2014, Adani Power have suddenly stopped the supply by giving intimation on 25.8.2014. This was in spite of the fact that the learned Senior Counsel for Adani Power made a statement before the Hon'ble Supreme Court that it agreed to receive the payment as per

the PPA and it would not recover the money in excess. On the basis of the said statement, the Hon'ble Supreme Court passed the Order on 25.8.2014. In respect of the claims, Adani Power had already initiated various legal proceedings before the Central Commission. There have been serious discrepancies in regard to the claim made by Adani power for the enhanced tariff. When these disputes were pending, Adani Power did not raise the issue of default on the part of the Distribution Licensees before the Central Commission.

(v) All payments due to the Advani Power have been remitted and Adani Power is fully protected under the Letter of Credit. After making statement before the Hon'ble Supreme Court through their Counsel and after conclusion of the hearing which resulted in the disposal of the Civil Appeal, the sudden suspension of the supply is unwarranted and unjustified which would amount to abuse of process of the Court. Any attempt to suddenly suspend or withdraw the supply of the contracted capacity will be a material default on the part of Adani Power. Such suspension would affect the ability of the

distribution licensees to maintain the supply of power to the consumer at large in the State of Harayna.

(q) On the basis of the above, through the reply dated 26.8.2014, the Applicants requested for the restoration of the supply. But even then, the supply was not restored and on the other hand there were exchange of letters between the parties on various dates on 27.8.2014, 30.8.2014 and 1.9.2014 etc.

(r) The perusal of the said exchange of letters would show that Adani Power is now taking the plea in regard to the payment security mechanism that too after the order of the Hon'ble Supreme Court by not generating the electricity and supplying the same to the Applicants.

14. Keeping in view of the above background, we have to analyse the situation.
15. It is the main contention of Adani Power that it did not give any undertaking before the Hon'ble Supreme Court that they would make a continuous supply and receive the payment as per the PPA and as such, the act of suspension of supply has no co-relation with the order passed by the Hon'ble Supreme Court dated 25.8.2014.
16. We are not able to appreciate the present stand taken by Adani Power that no such undertaking was given to the

Hon'ble Supreme Court to the effect that they would make continuous supply and receive the payments as per the PPA.

17. The order of the Hon'ble Supreme Court shows that the statement made on behalf of Adani Power through their learned Senior Counsel was that Adani Power would accept the payment in terms of the PPA without prejudice to its claims since the main controversy is already being heard by this Tribunal in the Appeal.
18. The meaning of this statement made by Adani Power before the Hon'ble Supreme Court has to be understood in the context of its stand taken before the Central Commission as well as before this Tribunal. The only stand taken before the Central Commission through its Petition No.155 of 2012 for revising the PPA tariff through the compensatory tariff on account of the impact of the Indonesian Regulations and any Force Majeure or Change in Law is to enhance the tariff under the regulatory powers. This proceedings was initiated by Adani power before the State Commission on 5.7.2012.
19. When the Applicants opposed the jurisdiction to entertain the said Application, the Central Commission rejected the said objection raised by the Applicants and dismissed the Review Petition as well. Ultimately, on 2.4.2013, the Central

Commission passed an order holding that the claim is not admissible under the Force Majeure or Change in Law but it had Regulatory powers to grant compensatory tariff but, even then, it directed to constitute the committees to explore and to consider an agreeable solution for fixing the compensatory tariff and on the Report sent by the Committees, the Central Commission passed the final impugned order dated 21.2.2014 fixing the compensatory tariff. Either during the proceedings before passing the order dated 2.4.2013 or during the proceedings before passing the Impugned Order dated 21.2.2014, Adani Power had never raised the issue with reference to the alleged default notice sent by Adani Power to the Applicants in regard to the payment security mechanism.

20. As a matter of fact in one of the letters i.e. dated 27.5.2014, sent by Adani Power to the Applicants intimating the defaults of the Haryana Utilities referring to the earlier defaults notice, Adani Power specifically mentioned in the said letter that though Adani Power was no more obliged to supply power to Haryana Utilities in view of the defaults, Adani Power has been continuing to supply the power in good faith without prejudice to its rights under the PPA.
21. When such was the stand taken by Adani Power (R-2) even in May, 2014 stating that despite the defaults they have

been continuing to supply in good faith, there is no reason as to why it has to suddenly change its stand by deciding to suspend the supply abruptly.

22. As a matter of fact, as indicated above, the issue of defaults has never been raised before the Central Commission till the final order was passed on 21.2.2014. So, the main plea raised by Adani Power before the Central Commission was only with reference to the compensatory tariff. It means that at that stage, they were not particular about taking action for the alleged defaults in payment security mechanism.
23. Similarly, when the Applicants aggrieved over the order dated 21.2.2014 directing the Applicants to pay the compensatory tariff for the entire period they filed the present Appeal and the interim Application for seeking stay of the Impugned Order in entirety. Even in these proceedings relating to the prayer of stay, Adani Power did not raise the issue regarding the default in payment security mechanism.
24. On the other hand, they opposed the grant of the stay on the ground that they are entitled to compensatory tariff for the entire period as per the Impugned Order dated 21.2.2014.
25. As a matter of fact, as indicated above before this Tribunal, they insisted for the compensatory tariff for both the period

prior to the Impugned Order as well as for the period subsequent to the Impugned order. This shows that the specific stand taken by Adani Power is that they would continue to supply the power provided the Applicant shall pay the enhanced compensatory tariff.

26. As mentioned earlier, this Tribunal did not incline to grant stay in entirety. On the other hand, they granted stay only in respect of the past arrears and not with reference to the current payment as per the Impugned Order by the Order dated 21.7.2014.
27. Even at that stage, no issue was raised in respect of the defaults in payment security mechanism.
28. The Applicants, on being aggrieved over the refusal to grant stay in respect of the current payment, filed the Civil Appeal before the Hon'ble Supreme Court and sought for the stay of the Impugned Order in entirety i.e. including in respect of the current payment.
29. Strangely, Adani Power instead of defending order dated 21.7.2014 which was passed in favour of Adani Power in respect of the current payment, have made a categorical statement before the Hon'ble Supreme Court that they would accept the payment in terms of the Power Purchase Agreement without prejudice to their claims which are the

subject matters of the Appeal in this Tribunal since the main controversy is already being heard by this Tribunal. This would mean that they are not aggrieved for granting of stay of the Impugned Order dated 21.2.2014 in entirety by making the order of this Tribunal declining to grant stay in respect of current payment inoperative.

30. Adani Power having opposed tooth and nail before this Tribunal, with regard to the grant of the stay in respect of the current payment also have not chosen to defend the plea of opposing the stay before the Hon'ble Supreme Court and on the other hand they accepted to receive the payments in terms of the PPA. When such a statement has been made by Adani Power stating that they would agree for the current payment as claimed by the Applicants/Appellants, the Hon'ble Supreme Court decided to dispose of the Appeal on that basis by recording their statement and accordingly disposed of after taking note of the fact that the controversy raised in the Appeal is pending consideration by this Tribunal. This statement on the basis of which the Hon'ble Supreme Court passed the Order would create an impression that Adani Power would make continuous supply of electricity to the Applicants and receive the payments as per the terms of the PPA in future. At that stage, if Adani Power had decided to suspend the supply of electricity to

the Applicant, Adani Power ought to have raised the issue by intimating to the Hon'ble Supreme Court that they have decided to suspend to supply in view of the defaults earlier committed and therefore stay order could not be granted in respect of the current payment.

31. This means at that stage, Adani Power either has not taken any decision with regard to suspension of the supply of power or it must have felt that the decision to suspend the supply need not be conveyed to the Hon'ble Supreme Court.
32. On 25.8.2014, if it was informed by Adani Power the proposed action of the suspension of supply to the Hon'ble Supreme Court, instead of making statement that they would agree to receive the payment as per the PPA, the Applicants would have contested the matter in the Hon'ble Supreme Court itself.
33. The Hon'ble Supreme Court also instead of disposing the Civil Appeal on the basis of the statement of Adani Power would have dealt with the said issue by keeping the Appeal pending or would have given finding on that issue after hearing the parties. The fact remains that the decision to suspend the power supply taken on the same date was not conveyed to the Hon'ble Supreme Court for the best reasons known to them. Only after the order was passed on

25.8.2014, on the same day evening they sent a letter without referring to the Hon'ble Supreme Court's order intimating the Haryana Utilities that they have taken a decision to suspend the supply of power and accordingly suspended the supply.

34. In the context of the above factual situation, the following aspects have to be taken note of:

(a) The decision was been taken by Adani Power to suspend the supply of electricity to the Applicants on 25.8.2014 on the ground of defaults in respect of payment security mechanism. Accordingly the letter was sent on the same day to the Applicants. In this letter, it is mentioned that the consultation period of 90 days in terms of Article 14.4.5 has already expired. A specific reference has been made in the letter dated 25.8.2014 referring the material defaults and the decision to suspend the supply, about the earlier letter dated 27.5.2014. In this letter dated 27.5.2014, Adani Power though stated that it is no more obliged to supply power, specifically mentioned that Adani Power has continued to supply power in good faith without prejudice to its rights. This good faith expressed in the letter dated 27.5.2014 has continued only up to 25.8.2014 the date on which the

supply was suspended. When Adani Power could have suspended the supply as per the relevant Articles of the PPA on the ground of the material defaults even earlier, there was no reason as to why there was no action taken till 25.8.2014. Even though the good faith was referred to in the letter dated 27.5.2014, there was no reason as to why Adani Power has taken a decision to abruptly give-up the said good faith on 25.8.2014 that too after the order of the Hon'ble Supreme Court.

(b) The issue relating to the material defaults have never been raised earlier either before the State Commission up to 21.2.2014 on which date the final order was passed or before this Tribunal up to 21.7.2014 on which date, the interim directions have been given to the Applicants to pay the current payments to Adani Power in respect of the supply currently made. There is no reason as to why Adani Power has all along been silent over the said issue by not raising the said issue before these Forums.

(c) The decision was taken by Adani Power to suspend the supply of power on 25.8.2014 which has been intimated through the letter sent to the Applicants for suspending the supply of electricity.

This letter was received by the Applicants on the evening of 25.8.2014. On the same day morning, the order had been passed by the Hon'ble Supreme Court. But, the decision to suspend the supply of power has not been conveyed to the Hon'ble Supreme Court. On the other hand, as mentioned earlier, the learned Counsel for the Applicants made a categorical statement to the Hon'ble Supreme Court that they would accept the payment as per the PPA without prejudice to their claims since the main controversy over those claims is already pending before this Tribunal. This statement also must be probably on good faith. This statement would indicate the claims of Adani Power raised in the Appeal are being dealt with by this Tribunal and in such circumstances, they did not want to insist for the payment of the compensatory tariff for the current supply as decided by the Central Commission. Having made such a statement by Adani Power through its learned Senior Counsel to the Hon'ble Supreme Court there is no reason given by Adani Power to suddenly suspend the supply on the same day and to write a letter to the Applicant to that effect.

(d) The learned Senior Counsel certainly must have obtained the instructions from Adani Power to make such a statement expressing the willingness to accept the payment as per the PPA. Only on the basis of the said instructions, the learned Senior Counsel for Adani Power must have made such a statement to the Hon'ble Supreme Court which in turn passed the order making the order of the Tribunal refusing to grant the stay in respect of the current payment in operative.

(e) Having given such instructions to its learned Senior Counsel for accepting to receive the payment as per the PPA before the Supreme Court, there is no reason for Adani Power to take a decision to stop the supply abruptly on the same day evening. If the supply is stopped, there is no question of current payment with reference to the current supply of electricity. This act of stopping the supply in fact would nullify the effect of Hon'ble Supreme Court order allowing the Applicants to make the payments only as per the PPA for the supply received by them from Adani Power.

(f) By virtue of the stoppage of supply, the order of Hon'ble Supreme Court directing the

Appellant to pay the payment as per the PPA after recording the statement of Adani Power accepting to receive the payment as per the PPA, has become infructuous. When such is the situation, it is for Adani Power to explain the reasons or cause of action which made Adani Power to take such a serious decision to suspend the supply of electricity to the Applicant abruptly that too on the same date on which the Hon'ble Supreme Court passed the consent order disposing the Appeal.

(g) If the decision has been taken by Adani Power on 25.8.2014 to suspend the supply of power for material breach, Adani Power must have conveyed this decision to its learned Senior Counsel who in turn would have informed the said decision to the Hon'ble Supreme Court in which event, the Hon'ble Supreme Court would have dealt with the said issue by hearing submissions over the same from both the parties. There is no explanation as to why such a situation was created.

(h) Thus, Adani Power has not allowed the Applicants/Appellants before the Hon'ble Supreme Court to make submissions over that issue namely material defaults in respect of the payment security

mechanism and the Hon'ble Supreme Court also was not allowed to deal with the said issue.

(i) This would indicate as pointed out by the Applicants that there was an attempt on the part of Adani Power to suppress the said decision to suspend the supply of power as it was not willing to receive the payment as per the PPA as it was more interested in keeping the enhanced tariff by way of compensatory tariff.

(j) As referred to in the statement made by the learned Counsel for Adani Power before the Hon'ble Supreme Court, the relevant issues are pending before this Tribunal and that therefore they were made to make a statement that they would accept the payment in terms of the PPA without prejudice to their claims which are raised in this Appeal before this Tribunal. If that is so, Adani Power ought to have informed this decision at least before this Tribunal especially when the claims made by Adani Power are being dealt by this Tribunal in the Appeal filed by the Applicants/Appellants.

(k) In fact, the Appeal has been admitted on 22.4.2014 itself. The interim order was passed

granting the partial stay on 21.7.2014. As against this order, the Civil Appeal has been filed by the Applicants and ultimately Hon'ble Supreme Court disposed of the matter on 25.8.2014 after recording the statement of the learned Counsel appearing for Adani Power by requesting the Appellate Tribunal to dispose of the matter as expeditiously as possible. In the mean time, the main Appeals before this Tribunal were taken for disposal on 19.8.2014 itself and the learned Counsel for the Appellants in the batch of the Appeal, including the Applicants have commenced the arguments and further dates have been fixed for further hearing on 11.9.2014, 15.9.2014 and 16.9.2014. Thus, this Tribunal has given priority for disposal of the main Appeals by fixing the specific early dates in the light of the request made by the Hon'ble Supreme Court.

(1) During the commencement of the proceedings in the main Appeals, Adani Power would have raised this issue with reference to their proposed decision to suspend the supply of power to the Applicants. They have not chosen to inform this Tribunal about the proposed decision especially when the claims of Adani Power are being dealt with

by this Tribunal in the Appeal filed by the Applicants and others. Why? There is no explanation.

(m) As mentioned above, the first default notice was sent by Adani Power to the Applicants as early as on 28.12.2012 itself. Even on 27.5.2014, Adani Power mentioned that in spite of material defaults, the payment security mechanism, Adani Power has continued to supply power in good faith without prejudice to their rights in the PPA and law. When such was the stand taken on 27.5.2014, even if the period of 90 days is over, subsequent to the first default notice sent in December, 2012, there is no explanation offered by Adani Power whatsoever as to why Adani Power chose to take the abrupt action of suspension of supply suddenly on the evening of 25.8.2014 that too immediately after the order of the Hon'ble Supreme Court and have remained silent all along from 28th December, 2012 when the first notice of default was given.

(n) According to the Applicants, the abrupt withdrawal of generation of supply of electricity from the evening of 25.8.2014 i.e. immediately after the Hon'ble Supreme Court had passed the order, is clearly with an ulterior motive, mala fide intention and

an attempt to over reach an undertaking given by the Counsel for Adani Power to the Hon'ble Supreme Court leading to the disposal of the said Appeal.

(o) While dealing with the interim relief sought for by the Applicant pending disposal of the Appeal we do not want to give any finding with reference to the alleged motive of Adani Power to make such a statement before the Hon'ble Supreme Court. But the submissions of Adani Power before this Tribunal that stopping of supply of power has no co-relation with the order of the Hon'ble Supreme Court passed on 25.8.2014 cannot be accepted in view of the stand taken by Adani Power all along before the Central Commission, before this Tribunal and Hon'ble Supreme Court.

(p) Therefore, the stand taken by Adani Power now to the effect that the matter relating to the stoppage of supply to the Haryana Utilities are independent of the Appeal proceedings pending before this Tribunal is misplaced.

(q) As a matter of fact, as mentioned earlier, the Hon'ble Supreme Court recorded the undertaking on behalf of Adani Power that they would accept the

tariff as per the PPA thereby deciding the civil Appeal clearly on the basis that there will be no more controversy in regard to the current payment as per the PPA by creating the impression that supply of electricity as was made till 25.8.2014 would continue. That apart, Adani Power did not raise any of the issues presently being raised at any time either before the Central Commission or before this Tribunal or in Civil Appeal before the Hon'ble Supreme Court though the factual situation pleaded now by Adani Power was already in existence at the relevant time.

(r) On behalf of Adani Power it has been submitted that the material defaults have been committed by the Applicants which would entitle Adani Power to suspend the supply of power as per the PPA.

(s) On the other hand, it is submitted by the Applicants that they issued the intimation for suspension of supply on 25.8.2014 as well as the default notice on 23.9.2014 would show that the particulars of the material defaults mentioned in the Notice dated 28.12.2012 are different from the notice dated 23.9.2014. It is also pointed out by the

Applicants that the Notice dated 23.9.2014 would refer to only letters from 25.8.2014 and not about any prior letters. This shows that the Notice dated 23.9.2014 is a fresh notice which needs to be a consultation period of 90 days as provided in Article 14.4.5 afresh and as such, the notice dated 23.9.2014 that too after the suspension of the supply is not pursuant to the earlier default notice dated 28.12.2012.

(t) In this matter we do not want to go into the question as to whether there is a material breach in respect of the payment security mechanism and whether such a mechanism has been fully established by the Applicants.

(u) We are only concerned with the conduct of Adani Power in not informing the proposed decision either before the Hon'ble Supreme Court or before the Tribunal for obtaining the approval in respect of the same.

(v) When the Tribunal passed the order directing the Applicants to pay the current payment as per the compensatory tariff and which has been cancelled by the Hon'ble Supreme Court on the basis of the

statement of Adani Power that they will accept the payment as per the PPA and would not insist the compensatory tariff rate, Adani Power ought to have informed its decision to suspend the supply of power either to the Hon'ble Supreme Court or before this Tribunal where various issues are pending in order to get the approval for the proposed action. This was not done. There is no explanation for the blatant failure on the part of Adani Power.

35. While arguments were going in this Application in IA No.343 of 2014 seeking for the restoration of supply, there were some subsequent developments taken place with reference to the fulfilment of the payment security mechanism by the Applicants.
36. The learned Counsel for the Applicants have filed an Affidavit relating to the letter correspondence made between the parties subsequent to the default notice dated 22.9.2014. As mentioned earlier, this notice for default only contains the reference about the letters subsequent to 25.8.2014 and not with reference to the earlier letters which were concerned with the default notice issued in December, 2012. After receipt of this default notice dated 22.9.2014, the Haryana Utilities have proceeded with the opening of the Letter of Credit in the Punjab National Bank, Indian

Overseas bank and Oriental Bank of Commerce as demanded by Adani Power.

37. The letters issued by the Punjab National Bank dated 25.9.2014, Oriental Bank of Commerce Chandigarh letter dated 25.9.2014 and Indian Overseas Bank letter dated 25.9.2014 have been enclosed with the Affidavit to show that the process of fulfilling the payment security mechanism is almost complete.
38. As mentioned earlier, we do not want to go into the question whether the payment security mechanism has been fully complied with or not to conclude that there is a material breach on the part of the Applicant in respect of payment security mechanism. We are not deciding the issue of the claim of Adani Power on breach on the part of the Haryana Utilities in regard to the payment of security mechanism at this stage.
39. It is contended by the Applicants that Adani Power ought to have resorted to appropriate action in regard to default in the performance of the obligation of the Applicants by approaching the Appropriate Commission and during that period; the party shall continue to perform their respective obligations under the under Article 17 (4) of the PPA. We do

not want to go deep into the aspect of the obligations of the respective parties with regard to that.

40. We reiterate that we are only concerned with the conduct of Adani Power in not informing either before this Tribunal or before the Hon'ble Supreme Court before taking decision to abruptly stop the supply of power thereby preventing the Haryana Utilities to receive the supply of electricity from Adani Power and distribute it to the consumers of the entire State.
41. According to the Applicants/Appellants, the conduct of Adani Power in abruptly stopping the supply is mala fide and contemptuous of the directions given by the Hon'ble Supreme Court and such act on the part of Adani Power in abruptly stopping the supply of power is an attempt to blackmail the Haryana Utilities to submit to whims of Adani Power in regard to the claim for higher tariff payment.
42. We do not want to make such harsh observation against Adani Power as claimed by the Applicants. But, we are constrained to mention that conduct of Adani Power in abruptly stopping the supply of electricity to the Haryana Utilities even though they have shown good faith all along too.

43. On behalf of Adani Power, it is submitted that the decision of this Tribunal in Bangalore Electricity Supply Company vs Davenger Sugar Company Limited case reported in 2010 ELR (APTEL) 744 wherein it is held that when all the elements of payment security mechanism have not been fulfilled the Generating Company is entitled terminating and stopping the supply.
44. This has no application to the present case. In the present case, the Haryana Utilities have not denied their obligations of fulfilling the payment security deposit mechanism including the maintenance of Letter of credit, Hypothecation of Receivables, Escrow Agreement etc. According to the Haryana Utilities, they have maintained Letter of Credit and also accorded operationalisation of Escrow Arrangement in regard to the receivables covering the payment due to Adani Power. Therefore, the decision cited by Adani Power would not apply to the present case.
45. On the other hand, the learned Counsel for the Applicant has cited the decision of the Hon'ble Supreme Court in the case of Hind Construction Contractors Vs State of Maharashtra in AIR (1979) 2 SCC 70. The relevant observations are as follows:

“In our view, the question would not be whether the rescission of the contract was unreasonable and,

therefore, unjustified but whether the rescission of the contract in the circumstances of the case was wrongful and illegal. If time was not of the essence of the contract or if the stipulation as to the time fixed for completion had, by reason of waiver, ceased to be applicable then the only course open to the Respondent-defendant was to fix some time making it the essence and it within the time so fixed, the Appellant –plaintiff had failed to complete the work the respondent-defendant could have rescinded the contract.”

46. He has also cited another authority in the case of Ram Kumar Vs J M Agarwal Tobacco Co Ltd 2000 (1) GLT 264.

The relevant observation are as follows:

“18. Power of the Courts under Order 39, Rules 1, 2 and 7 of the Code to grant appropriate relief is not confined to the actual relief which has been claimed by the Applicant either in the plaint or in the injunction application. Courts have power to grant appropriate relief in keeping with the case of the parties and the interest of justice. Therefore, if from the facts pleaded in the plaint there appears justification to grant or issue an order which is different from the relief claimed in the suit or in the injection application, then the Court would be within its power to issue or pass such order. In the present case, the order which is impugned in this Appeal to my mind does not fall outside the purview of the case set up by the Respondent in his plaint. No exception therefore, to the said order on this ground can be taken.”

47. In view of the above ratio decided in these judgments which we are in full agreement, we feel that we have got the powers to pass the orders in the interest of justice to maintain the status-quo in the contract on the basis of the principles referred to in Order 39 Rule 1 and 2 of the CPC.
48. That apart, the powers conferred with the Tribunal u/s 120 (1) of the Act are much wider as laid down by this Tribunal in *New Bombay Ispat Udyog Ltd v Maharashtra State Electricity Distribution Company Ltd* 2010 ELR (APTEL) 0653 as under:

“The provisions of Section 120 (1) of the Electricity Act, 2003 was not enacted with the intention to curtail the power of Tribunal with reference to the applicability of the Code of Civil Procedure to the proceedings before the Tribunal. On the contrary, the Hon’ble Supreme Court has clearly held that the words “shall not be bound by” do not imply that the Tribunal is precluded or prevented from invoking the procedure laid down by the CPC. It further says that the words “shall not be bound the procedure laid down by CPC” only imply that the Tribunal can travel beyond the CPC and the only restriction on its power is to observe the principles of natural justice. Further, Section 111 along with Section 120 would make it clear that the right of appeal available to an aggrieved person under Section 111 of the Electricity Act, 2003 is subject to the procedure adopted by this Tribunal under Section 120 of the Electricity Act, 2003 and as such it cannot be said that the Tribunal is precluded from invoking procedure and provisions contemplated under the CPC. It is to be stated that the Tribunal is well within its right to adopt

its own procedure as well as the procedures contemplated under the CPC.”

49. Therefore, this Tribunal has got full power to maintain the status quo especially when we feel that Adani Power has failed to inform this Tribunal during the pendency of the Appeal and before Hon'ble Supreme Court on the date of the passing of the Order dated 25.8.2014 about the proposed action of stopping the supply abruptly. Even though Adani Power has been showing good faith as claimed by them by their letter dated 25.7.2014 by expressing willing to continue the supply.
50. What was the reason for giving up the said good faith suddenly on 25.8.2014? What was the reason for change of stand taken by Adani Power in the evening from the stand taken before the Hon'ble Supreme Court in the morning on the same date i.e. 25.8.2014? There is no explanation.
51. The balance of convenience is therefore, totally in favour of directing the generation and supply of electricity to Haryana Utilities against the contracted capacity of 1424 MW in the larger public interest rather than allowing Adani Power to keep the Generating Units 7, 8 and 9 idle. The Generating Companies which are involved in supplying electricity to public utilities such as Adani Power cannot be allowed in a

regulatory jurisdiction to jeopardize the entire scheme pending hearing in the Appeal.

52. The prima facie case is also in favour of the Haryana Utilities. The Haryana Utilities has a Power Purchase Agreement with Adani Power for the contracted capacity of 1424 MW. The power supply had continued till 27.8.2014 without any difficulty except that on 25.8.2014 Adani Power issued notice of suspension. In the present Appeal, the Hon'ble Tribunal need to only consider maintaining the status quo anti pending decision in the Appeal.
53. In view of the above circumstances, we feel that it would be appropriate to pass an order directing Adani Power, the Respondent to restore and maintain the supply of electricity to the Haryana Utilities as against the contracted capacity of 1424 MW on a sustained and continued basis without interruption pending disposal of this Appeal. Accordingly, ordered. It is made clear that this Interim Order is subject to the outcome of the Appeal.
54. Since, the Haryana Utilities are not able to supply the power to the consumers at large in the State as a result of which the consumers are said to be suffering; due to the sudden stoppage of supply, Adani Power is directed to comply with

this Interim Order forthwith without any delay. Accordingly ordered.

55. Thus, this Interim Application is allowed.

(Rakesh Nath)
Technical Member

(Justice M. Karpaga Vinayagam)
Chairperson

Dated: 1st Oct, 2014

REPORTABLE/~~NON-REPORTABLE~~