**IN THE APPELLATE TRIBUNAL FOR ELECTRICITY**
(Appellate Jurisdiction)

**APPEAL No.61 OF 2022 &**
**APPEAL No.62 OF 2022**

Dated : 05.03.2025

Present: Hon'ble Mr. Sandesh Kumar Sharma, Technical Member
Hon'ble Mr. Virender Bhat, Judicial Member

**In the matter of:**

**APPEAL No. 61 OF 2022**

**RANEE POLYMERS PRIVATE LIMITED**
*Through its Authorised Signatory,*
87, Sector – 8, IMT – Manesar,
Distt. Gurugram – 122050, Haryana
*Email: mdpa@raneepolymers.com* … Appellant

*Versus*

1. **HARYANA ELECTRICITY REGULATORY COMMISSION**
*Through its Secretary*
Bays No. 33-36, Sector – 4,
Panchkula – 134112, Haryana.
*Email: secretary.herc@nic.in*

2. **DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED**
*Through its Managing Director*
Vidyut Sadan, Vidyut Nagar,
Hisar – 125005, Haryana.
*Email: cmd@dhbvn.org.in*

**3. HARYANA VIDYUT PRASARAN NIGAM LIMITED**
*Through its Managing Director*
Shakti Bhavan, Sector 6,
Panchkula – 134109,
*Email: md@hvpn.org.in*

**4. HARYANA VIDYUT PRASARAN NIGAM LIMITED**
*Through its Superintending Engineer,*
State Transmission Utility,
The Coordination Committee for Open Access,
Shakti Bhavan, Sector 6,
Panchkula – 134109,
*Email: sestu@hvpn.org.in* … Respondents

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| Counsel for the Appellant(s) | : | Varun Pathak |
| Counsel for the Respondent(s) | : | Samir Malik<br>Sahil Sood<br>Nikita Choukse for Res. 2<br><br>Samir Malik<br>Sahil Sood<br>Nikita Choukse for Res. 3 |

## APPEAL No. 62 OF 2022

**HINDUSTAN GUM & CHEMICALS LTD.**
*Through its Authorized Attorney,*
Birla Colony, Bhiwani – 127021,
Haryana, India.
*E Mail: bhiwani@hindustangum.com* … Appellant

*Versus*

**1. HARYANA ELECTRICITY REGULATORY COMMISSION**
*Through its Secretary*

Bays No. 33-36, Sector – 4,
Panchkula – 134112
Haryana.
*Email: secretary.herc@nic.in*

**2. DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED**
*Through its Managing Director*
Vidyut Sadan, Vidyut Nagar,
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**4. HARYANA VIDYUT PRASARAN NIGAM LIMITED**
*Through its Superintending Engineer,*
State Transmission Utility,
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*Email: sestu@hvpn.org.in* … Respondents

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| Counsel for the Appellant(s) | : | Varun Pathak |
| Counsel for the Respondent(s) | : | Samir Malik<br>Sahil Sood<br>Nikita Choukse for Res. 2<br><br>Samir Malik<br>Sahil Sood<br>Nikita Choukse for Res. 3 |

## J U D G M E N T

## PER HON'BLE MR. VIRENDER BHAT, JUDICIAL MEMBER

*1.* The appellants in the two captioned appeals have assailed the two separate but identical orders dated 17.12.2019 passed by the 1st respondent Haryana Electricity Regulatory Commission (hereinafter referred to as "the Commission") whereby the Commission has held the compliance of amended Regulation 42 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 (hereinafter referred to as the "2012 OA Regulations") as mandatory and has further held the appellants guilty of not providing the requisite information to the 2nd respondent Dakshin Haryana Bijli Vitran Nigam Limited (in short "DHBVN") strictly within the time stipulated under the said regulations.

*2.* Since both the appeals involve identical legal issue, we find it appropriate to dispose off the same vide this common judgement.

*3.* The Appellants in both the appeals are consumers getting supply of Electricity from the 2nd Respondent DHBVN. At the same time, they also purchase power from the IEX (Indian Energy Exchange) through Short Term Open Access (STOA) duly granted by the 2nd Respondent. It is the contention of the Appellants that amended Regulation 42 of 2012 OA Regulations is only

directory in nature and not mandatory and thus, its non-compliance cannot be visited with any punitive consequences as has been done in these two cases.

**Facts and circumstance involved in appeal No.61/2022**: -

*4.* In this appeal, the appellant Ranee Polymers Private Limited (in short "RPPL") is a large supply industrial consumer of the 2nd respondent with account No.G-31-SPHY-0208 in Plot No.87/7, IMT Manesar, Gurugram, having a connected load of 1400kW with contract demand of 900kVA. It is engaged in the manufacture of auto and light components.

*5.* The appellant has also been purchasing power through open access from the energy exchange with effect from December, 2013.

*6.* The 2nd respondent DHBVN had already provided adjustment to the appellant on different dates for the power purchased by it from the power exchange during the period 02.12.2013 to 27.12.2014. However, it appears that the distribution licensee DHBVN sent a notice vide memo dated 21.12.2015 to the appellant for short assessment in the sum of Rs.47,65,199/-. The appellant replied on 16.01.2016 stating that it has already received refund for the said amount and the distribution licensee was double charging it. DHBVN rejected the representation of the appellant and

reiterated its demand for Rs.47,65,199/- vide communication dated 19.02.2016.

*7.* Thereafter, the appellant approached the coordination committee which also rejected the appellant's case on 04.02.2019. Accordingly, the appellant approached the Commission by way of case No.19/2019 challenging therein the decision of the coordination committee. This petition of the appellant has been rejected by the Commission vide impugned order dated 17.12.2019.

**Facts and circumstance involved in appeal No.62/2022**: -

*8.* The appellant Hindustan Gum and Chemicals Limited (in short "HGCL") is a large supply (HT) industrial consumer of 2nd respondent DHBVN falling under sub-urban Sub-Division No.II, Bhiwani Division, Haryana. It is engaged in the manufacture of refined Guar Gum Splits and Powder for export to other countries and has two large supply industrial connections LS-21 and LS-54 having connected load of 7401.90kW and 4588.71kW respectively with contract demand of 5795kVA and 3950kVA respectively.

*9.* The appellant is also purchasing power through open access from the energy exchange.

*10.* DHBVN appears to have sent notice to the appellant for short assessment against account No.LS-21 vide memo dated 04.12.2015 for an amount of Rs.34,60,828/- and against account No.LS-54 vide memo dated 04.12.2015 for an amount of Rs.16,79,017/-. The appellant strongly objected to the said demand of the 2nd respondent vide its reply but in vain. Accordingly, it approached the Commission by way of petition No.18/2017 against the withdrawal of the adjustments by DHBVN and with the prayer for recovery of the same by way of adding the existing amount in the current bills of the appellant company. The petition was dismissed by the Commission as being premature with the directions to the appellant to avail dispute resolution procedure prescribed under Regulation 53 of the 2012 Regulations. Review petition filed by the appellant was also dismissed by the Commission vide order dated 21.03.2017.

*11.* Thereafter, the appellant approached the coordination committee with its grievance which also rejected its case vide order dated 31.10.2018.

*12.* The appellant, thus, approached the Commission again by way of petition No.04/2019 challenging therein the decision of the coordination committee. The petition has been dismissed by the Commission vide impugned order dated 17.12.2019.

**Common question of law involved in the two appeals: -**

*13.* The controversy in both the appeals revolves around the correct and meaningful interpretation of amended regulation No.42 of 2012 OA Regulations framed by the Commission. In other words, we are tasked to determine whether its compliance is mandatory (as held by the Commission in the impugned orders) or merely directory (as contended by the Appellants.)

*14.* We may note that the Commission had notified HERC (OA) Regulations, 2012 on 11.01.2012. Subsequently, vide notification dated 03.12.2013, certain amendments were carried out in these regulations, one of which relate to imposition of additional conditions for open access for day ahead transactions thereby amending the Regulation 42. The amended Regulation 42 reads 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.*

*ii) The drawl of power through open access during peak load restriction hours shall be subject to the provisions of regulation 45 (3) hereinafter.*

*iii) In the event of underdrawl for a slot or multiple thereof, the consumer will be paid imbalance charges by the distribution licensee as provided in Regulation 24 (2) (A) II (i) provided that in case of underdrawl as a result of non-availability of*

*intra-state distribution/transmission system or on account of unscheduled load shedding (to be certified by SLDC), imbalance charges for underdrawl shall be payable as provided in Regulation 24 (2) (C).*

*All other terms and conditions shall be same as applicable to other short terms open access consumers."*

*(Emphasis supplied)*

*15.* Since a reference to Regulation 43 was also made by the learned counsels during the course of arguments, we extract the same also hereunder:-

***"43 Settlement of Energy at drawl point in respect of embedded consumers: -***

*The mechanism for settlement of energy at drawl point in respect of embedded open access customers shall be as under:*

*(i) Out of recorded slot-wise drawl the entitled drawl through open access as per accepted schedule or actual recorded drawl, whichever is less, will first be*

*adjusted and balance will be treated as his drawl from the distribution licensee.*

*(ii) The recorded drawl will be accounted for / charged as per regulation 24 (2) (A) (a) (ii) of these regulations or regulation 42 as may be applicable."*

*(Emphasis supplied)*

*16.* Perusal of amended Regulation 42 reveals that embedded open access consumers were required to submit to the distribution licensee i.e. DHBVN, a schedule of power to be obtained through open access for all the 96 slots of a particular day by 10AM of the day preceding the day of transactions, which was to be considered as confirm schedule for working out slot-wise admissible drawal of the consumer from the licensee with reference to a sanctioned contract demand. This requirement has been explained in the regulation itself with the following illustration: -

*"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."*

*17.* It is vehemently argued on behalf of the Appellant that the said amended Regulation 42 is merely directory and not mandatory as no consequences for its non-compliance have been provided in the Regulations. The Appellant's Counsel referred to Regulation 45 of these 2012 OA Regulations which provides that the submission of schedule at 10 AM by consumer is not final and is subject to change. She argued that in view of the same, to disallow the quantum of open access power of the consumer i.e. the Appellant and to penalize it would be causing unjust enrichment to the Distribution Licensees. She would further submit that the open access schedule was approved by 2nd Respondent-DHBVN everyday and as such the non-compliance of Regulation 42 is merely a procedural lapse for which Appellant cannot be penalized and that too after a period of two years.

*18.* Learned Counsel, in support of her submissions, cited judgement of the Apex Court in State of Bihar and ors. Vs. Bihar Rajya Bhoomi Vikas Bank Samiti 2018 9 SCC 472 in which Section 34(5) of the Arbitration and Conciliation Act, 1996 has been held to be directory as there is no

consequences provided in the said provision in case of non-compliance thereof.

*19.* On behalf of the 2nd Respondent, it is argued that amended Regulation 42 is a mandatory provision which is evident from the Statement of Reasons on the basis of which the amendment was introduced in the 2012 OA Regulations. It is submitted that a statute must be interpreted in line with the legislative intent as outlined in its stated objectives, to ensure that the framework is functional as well as effective. According to the Learned Counsel, the amendment to the Regulations was necessitated to ease the difficulties faced by Discoms in situations wherein consumers would not intimate the schedule before hand which resulted in either over-drawal or under-drawal by the Discoms leading to avoidable power cuts, financial losses and consequential additional burden for other consumers due to lapses of open access consumers.

Our Analysis

*20.* We may noted that in order to determine whether a legal provision is mandatory or directory, one must look into the subject matter of the provision and relation of that provision to the general object intended to be secured. The determination of the issue whether the legal provision is mandatory or

directory would, in the ultimate analysis, depend upon the intent of the law maker which has to be gathered not only from the phraseology of the provision but also by considering its nature, its design and the consequences which would follow from construing it in one way or the other. (See State of Mysore Vs. V.K. Kangan 1976 2SCC 895).

*21.* Thus the factors to be considered while determining whether a legal provision is mandatory or directory are :-

i. Language and tone of the provision;

ii. Legislative intent and purpose;

iii. Context and surrounding provisions; and

iv. Consequences of non-compliance

*22.* Generally, the mandatory legal provisions use imperative language (e.g. ‘shall’, ‘must’), impose a duty or obligation, are intended to ensure protection of substantive rights/interests and prescribe consequences for non-compliance thereof. On the other hand directory legal provisions generally use permissible language (e.g. ‘may’, ‘can’), provide guidance or procedure, are intended to facilitate administrative convenience or efficiency and do not prescribe any consequences for non-compliance thereof.

*23.* In the instant case, the Commission has consciously used the word "shall" in the amended Regulation 42. (See condition (i) imposed vide amended Regulation 42). The use of word 'shall' itself prima facie indicate that the Legislative body i.e. the Commission intended to make this Regulation mandatory to be followed by the open access consumers. Thus, the very language of said Regulation itself lends support to the arguments advanced on behalf of the 2nd Respondent to the effect that it is a mandatory legal provision.

*24.* Further, perusal of the Statement of objects and reasons accompanying notification dated 3rd December, 2013 by which amendment was carried out the Regulation 42, would reveal that the Commission took into account the difficulties faced by the Distribution Licensees in planning /managing their drawl of power from the grid as also in the load control in a cost effective manner unless a confirm schedule of power through open access tied up for the next day by the open access consumers is made available to them sufficiently in advance. We feel it pertinent to extract deliberations of the Commission in introducing the amendment to the Regulation 42 of 2012 OA Regulations requiring the open access consumers to intimate the Distribution Licensees the confirmed slot wise schedule of power through open access for the next day by 10 AM of the previous day, which is as under :-

*"2.4. <u>Additional conditions for open access for day ahead transactions:</u>*

*Distribution licensees have often brought to the notice of the Commission the difficulties being faced by them in the planning / managing their drawl of power from the grid as also in the 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 them sufficiently in advance. The total quantum of open access power for the next day ie. for 00.00 hours to 24.00 hours of the following day, against day ahead transactions is known by the distribution licensees only between 5 p.m to 6 p.m of the previous day. Thereafter the licensees have no time and are not in a position to take any corrective measures to affect alternations in their own schedule for surrendering any surplus power or for arranging more power in case of any shortfall as by that time distribution licensees' own bids/schedule for energy drawl would have been approved by the power exchange/RLDC. The result is that they invariably are forced to under draw / over draw or impose avoidable cuts leading to financial losses and consequent additional burden for other consumers due to actions of the open access consumers."*

*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."*

*25.* Thus, it is manifest that the Commission felt need to provide additional conditions for Open Access for day ahead transactions by way of amendment in Regulation 42 in order to address the problems/difficulties faced by the Distribution Licensees and to prevent the Distribution Licensees to pass on the losses, if any, faced by them on account of energy transactions by the open access consumers, thereby protecting the interests of the consumers which is the prime responsibility of the Commission.

*26.* Evidently, the main reason or object for the Commission in imposing additional conditions for Open Access for day ahead transactions was "Public interest" i.e. to save the consumers at large from being burdened with distribution losses caused on account of open access consumers and to ensure Grid discipline as well as systematic planning & scheduling of power by OA consumers so that the distribution licensees can manage their drawl from the grid in a cost effective manner.

*27.* In State of Bihar Vs. Bihar Rajya Bhoomi Vikas Bank Samiti (supra) cited by the Learned Counsel for Respondent No. 2, the Supreme Court while declaring Section 34(5) of Arbitration & Conciliation Act, 1996 directory, has in para 21 observed that Section 80 of Code of Civil Procedure, 1908 (requiring service of two month's notice upon the Government before filing a suit against it) is mandatory, even though it is a procedural provision, as it is conceived in public interest, the public purpose underlying it being advancement of justice by giving the Government the opportunity to scrutinize the claim and to take immediate action to settle it without driving the claimant to institute the suit.

*28.* Having regard to the discussions/deliberations of the Commission which persuaded it to put additional conditions for open access consumers by way of amendment to the Regulation 42, and public purpose underlying it as well as the specific language of the said Regulation 42, there hardly remains any doubt regarding the fact that the intention of the Commission was to make compliance of amended Regulation 42 mandatory for open access consumers. In case the compliance of said Regulation was not intended to be mandatory, there was no reason or occasion for the Commission to amend it.

*29.* The argument advanced on behalf of the Appellant that the amended Regulations 42 does not enjoy mandatory character for the reason that it does not provide any consequences for its non-compliance, is devoid of any force. We have already extracted Regulation 43 of 2012 OA Regulations, herein above which was also amended by way of notification dated 3rd December, 2013. It clearly provides consequences for non compliance of Regulation 42. Clause 1 of the said Regulation 43 envisages that out of recorded slot-wise drawl the entitled drawl through open access as per accepted schedule or actual recorded drawl, whichever is less, will first be adjusted and balance will be treated as his drawl from the distribution licensee.

For example, if an embedded open excess consumer with a contract demand of 10 MW has schedule of 4 MW power through open access in a time slot of the succeeding day as per the schedule submitted by him at 10 AM, his admissible drawl from the licensee in that slot would be 6 MW (total contract demand of 10 MW – accepted schedule drawl of 4 MW through open access) which is to be adjusted first. However, in case the embedded open access consumer does not intimate the Distribution Licensees about the quantity of power scheduled by it through open access, as required under Regulation 42, his accepted schedule would be 0 MW even though, he may have obtained 4 MW of power through open access. In that case, the drawl from the licensee

would be treated as 10 MW even if he may have consumed only 6 MW of power from the licensee. Thus, in case of non-compliance of the amended Regulation 42, the OA consumer will have to pay twice for the power scheduled through open access; firstly to the exchange from where it is obtained and secondly to the Distribution Licensees.

*30.* Therefore, it is absolutely incorrect to say that by way of the amendments carried out in 2012 OA Regulations vide notification dated 3rd December, 2013, no consequences have been provided for non-compliance of Regulation 42.

*31.* We feel in agreement with the submissions of the Learned Counsel for 2nd Respondent that terming the Regulation 42 as only directory will render the amendment otiose and would defeat the very purpose of imposing additional conditions for open access consumers.

*32.* Therefore, in view of the above discussion, we hold that the provisions of amended Regulation 42 of 2012 OA Regulations are mandatory in nature.

*33.* In the instance case, concededly the Appellant had not supplied the requisite information i.e. power schedule through open access, to the

Distribution Licensee i.e. the 2nd Respondent within the time period specified in Regulation 42. Therefore, the Appellant made itself liable for the consequences as stipulated in Regulation 43 already noted herein above. It was argued by the Learned Counsel for the Appellants that the 2nd Respondent itself has been flouting the conditions imposed vide amendment to Regulation 42 for a period of two years by not insisting upon its compliance by the Appellants and therefore, no penalty could have been imposed upon the Appellant upon expiry of two years. The Learned Counsel further argued that imposition of penalty upon Appellants was otherwise also not warranted as no loss at all has been suffered by the 2nd Respondent. In this regard, we note that the Commission has taken note of these contentions and has instead of penalizing the Appellant as envisaged in Regulation 43, adopted a balanced approach by taking a lenient view in giving appropriate relief to the Appellants as under :-

*"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 followed and complied with by both the parties from Dec 2013 to Jan 2015. The Petitioner has admitted that the requisite information has not been supplied by him 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 (1st 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.*

*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."*

*(Emphasis supplied)*

*34.* Such relief given by the Commission to the Appellants takes care of all the contentions on merit raised on behalf of the Appellants before this Tribunal.

*35.* In view, thereof, we do not find any merit in the appeals and the same are hereby dismissed.

*36.* The appeal stands disposed off accordingly.

Pronounced in open court on this the 5th day of March, 2025

| (Virender Bhat) | (Sandesh Kumar Sharma) |
|---|---|
| Judicial Member | Technical Member (Electricity) |

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