

IN THE APPELLATE TRIBUNAL FOR ELECTRICITY
(Appellate Jurisdiction)

EXECUTION PETITION NO. 16 OF 2021

IN

APPEAL NO. 340 OF 2016

Dated: 30.05.2025

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

IN THE MATTER OF:

Azure Sunrise Private Limited,

A company incorporated and registered
under the provisions of the Companies Act,
1956 having its registered office at Southern
Park, 5th Floor, D-II, Saket Place, Saket
New Delhi-110017

....Petitioner

Versus

**1. Chamundeshwari Electricity Supply
Corporation Limited,**

A company incorporated and registered
under the provisions of the Companies Act,
1956 having its registered office at No.-927
L.J. Avenue Commercial Complex,
New Kantharaj Urs Road, Saraswathipuram,
Mysuru – 570009, India

2. Karnataka Electricity Regulatory Commission

6th & 7th Floor, Mahalakshmi Chambers,
9/2, MG Road,
Bangaluru – 560 001, India.

....Respondent(s)

Counsel for the Appellant(s) : Mr. B.P. Patil, Sr. Adv.
Mr. Shashwat Chouhan
Mr. Rahul Chouhan
Ms. Shikha Sood

Counsel for the Respondent(s) : Mr. G. Saikumar, Sr. Adv.
Mr. Shahbaaz Husain
Mr. V.M. Kannan
Ms. Stephania Pinto
Mr. Harimohana. B
Mr. Yeshwanth M Comar
Mr. Lalit Rajput R-1

ORDER

PER HON'BLE MR. SANDESH KUMAR SHARMA, TECHNICAL MEMBER

1. The present petition is an execution petition filed by Azure Sunrise Private Limited ("Petitioner") regarding issuance of order or instructions under Section 120 (3) of the Electricity Act, 2003 ("Electricity Act") to Respondent No. 1 and Respondent No. 2 to implement and comply with the judgment dated 28.02.2020 passed by this Tribunal in Appeal No. 340 of 2016.

Description of parties

2. The Petitioner is a Special Purpose Vehicle of Azure Power India Private Limited ("APIPL"), a generating company engaged in the business of inter alia generation and production of solar energy, electricity and all

sources connected therewith, and provides clean and affordable energy to utilities, government and commercial customers across India.

3. The Respondent No. 1 is Chamundeshwari Electricity Supply Corporation Limited (“CESCOM or Respondent No. 1”), which is a distribution licensee engaged in the business of distribution of electricity to consumers in the state of Karnataka.

4. Respondent No. 2 is the Karnataka Electricity Regulatory Commission (“KERC” or “State Commission” or “Respondent No. 2”) as defined under the Electricity Act.

Factual Matrix of the Case

5. In 2014, Karnataka Renewable Energy Development Limited (“KREDL”) issued a Request for Proposal (“RFP”) dated 30.05.2014 for the development of 500 MW solar power projects in Karnataka through private sector participation. After evaluating the bids, KREDL awarded a 50 MW solar PV project to APIPL and issued a Letter of Award (“LOA”).

6. APIPL subsequently incorporated the Petitioner Company to execute the project. On 02.01.2015, the Petitioner and Respondent No. 1 executed a Power Purchase Agreement (“PPA”) for the project. However, both original copies of the PPA were retained by Respondent No. 1 for submission to the State Commission for approval, and only a scanned copy was emailed to the Petitioner on the same date.

7. The Petitioner contends that the PPA provided was not effective, executable, or valid as it lacked the requisite approval from the State Commission.

8. Despite the Petitioner's readiness to commence the project, the absence of the original, duly approved PPA from the date of signing impeded its ability to take effective steps and make necessary investments. The Petitioner raised this concern with Respondent No. 1 through letters dated 12.03.2015 and 13.04.2015.

9. In response, Respondent No. 1 stated that the original PPA could not be handed over prior to the State Commission's approval. The State Commission, in its reply dated 13.04.2015 to the Petitioner's letter dated 06.04.2015, clarified that the delay in PPA approval was solely due to Respondent No. 1's failure to provide the requisite documents.

10. Consequently, the Petitioner received the duly approved, effective, and executable PPA only on 21.05.2015, resulting in a delay of 137 days from the signing date. The Petitioner repeatedly requested that 21.05.2015 be considered the Effective Date under the PPA.

11. On 21.10.2015, the State Commission, Respondent No. 2 advised the Petitioner to seek an extension from Respondent No. 1 under Article 5.7 of the PPA.

12. Respondent No. 1 granted a 137-day extension on 26.10.2015 for fulfilling Conditions Precedent and achieving COD. This extension was

formalized through a Supplemental Agreement dated 04.11.2015 (“Supplemental PPA”).

13. On 27.01.2016, the Petitioner received a letter from Respondent No. 1, dated 21.12.2015, which sought to impose penalties unfairly. The letter stated that, as per the State Commission’s direction dated 01.12.2015, the PPA and Supplemental Agreement had to be revised to reduce the tariff from INR 6.89 per unit to INR 6.51 per unit.

14. The Petitioner re-executed the Supplemental Agreement on 01.03.2016, incorporating the reduced tariff. Subsequently, the Petitioner challenged this tariff reduction by filing a petition before the State Commission on 09.03.2016.

15. On 14.12.2016, the State Commission issued an order (“KERC Order”), reducing the previously approved 137-day extension granted by Respondent No. 1 to only 25 days and directing that the consequences under the PPA would follow.

16. The KERC Order did not address the Petitioner’s challenge against the tariff reduction and exceeded the scope of the dispute. Despite these challenges, the Petitioner successfully commissioned the project and commenced electricity supply to Respondent No. 1.

17. Being aggrieved by the KERC Order, the Petitioner filed an appeal before this Tribunal. The Tribunal in its Judgment dated 28.02.2020 passed in Appeal No. 340 of 2016 held that the decision of State

Commission to reduce the extended time and tariff along with the imposition of liquidated damages is not sustainable in the eyes of law and was liable to be set aside.

18. Thereafter, the Petitioner has been issuing the invoices at PPA Tariff (i.e. INR 6.89 per kWh) in accordance with the Tribunal, however, the same have not been paid by Respondent No. 1.

19. The Petitioner vide its letter dated 27.08.2021 wrote to the Respondent No. 1 for seeking their compliance with the Tribunal's Order and thereby asking them to make payments of INR 117,15,94,971 within seven days of the date of the letter.

20. However, the Respondent No. 1 have failed to pay the disputed amount till this date. As on date, Respondent No. 1 is liable to pay INR 89,27,48,262 along with INR 29,44,69,804 as interest to the Petitioner.

Analysis and Conclusion

21. The Petitioner herein has prayed for the following:

“A. Direct the Respondent No. 1 to comply with the Judgment dated 28.02.2020 of this Hon'ble Tribunal in Appeal No. 340 of 2016 with immediate effect and pay at the PPA tariff of INR 6.89 per unit;

B. Direct the Respondent No. 1 to pay the outstanding amount of INR 89,27,48,262 as on May, 2021 along with interest payable at the rate of 1.25% per month till the date of actual payment and this amount stands at INR

29,44,69,804 as on September 2021, to the Petitioner in accordance with the Judgment dated 28.02.2020 of this Hon'ble Tribunal in Appeal No. 340 of 2016;

C. To pay the costs incurred by the Petitioner in this Execution Petition;

D. Pass such further orders or orders as may be deemed just and proper in the circumstances of the case.”

22. The Execution Petitioner through this current EP No. 16 of 2021 seeks execution of the following order passed in Appeal No. 340/2016 by this Tribunal:

“11.7 In view of the above facts, we are of the opinion that the decision of State Commission to reduce the extended time and tariff alongwith imposition of liquidated damages is not sustainable in the eyes of law and hence the Impugned Order deserves to be set aside.

ORDER

For the forgoing reasons as stated supra, we are of the considered view that the issues raised in the instant Appeal No. 340 of 2016 have merits and accordingly the Appeal is allowed. The Impugned Order dated 14.12.2016 passed by the Karnataka Electricity Regulatory Commission in the Petition No. 19 of 2016 is hereby set aside to the extent challenged in the Appeal.”

23. This Execution Petition No. 16 of 2021 has been filed by the Petitioner, Azure Sunrise Private Limited (the Appellant in Appeal No. 340 of 2016), seeking enforcement of the judgment dated 28.02.2020 passed by this Tribunal in Appeal No. 340 of 2016. The Petition seeks directions to Respondent No. 1 Chamundeshwari Electricity Supply Corporation Limited (“CESCOM”) to comply with the Tribunal’s binding findings and to make the consequential monetary payments owed under the Power Purchase Agreement (PPA) dated 02.01.2015, in accordance with the tariff of ₹6.89/kWh.

24. Briefly stated, the dispute arose from the order passed by the Karnataka Electricity Regulatory Commission (“KERC”) dated 14.12.2016 in OP No. 19 of 2016, wherein KERC, while setting aside its own prior direction to reduce the applicable tariff from ₹6.89/kWh to ₹6.51/kWh, inexplicably limited the time extension granted to the Petitioner for achieving commercial operation to merely 25 days as against the 137 days originally granted by CESCOM. This reduction in time consequently attracted the imposition of liquidated damages and lower tariff under Article 12.2 of the PPA.

25. Aggrieved thereby, the Petitioner preferred Appeal No. 340 of 2016 before this Tribunal. Vide order dated 28.02.2020, this Tribunal was pleased to allow the appeal and inter alia held that the reduction in the extended time, reduction in tariff, and imposition of liquidated damages by the State Commission were not sustainable in law and accordingly set aside the order of KERC to that extent challenged.

SCOPE OF EXECUTION PROCEEDINGS

26. At the outset, it is trite law that an executing court or forum cannot go beyond the terms of the decree or judgment sought to be executed. This principle has received authoritative endorsement in several pronouncements of the Hon'ble Supreme Court. The executing forum is confined to the plain terms of the order; it cannot alter, vary, or reconsider the merits of the case which culminated in the final judgment.

27. In ***Rajasthan Udyog v. Hindustan Engg. & Industries Ltd., (2020) 6 SCC 660***, the Apex Court has held as follows:

“34. This Court, while considering the question of execution of a decree which only declared the rights of the decree-holder and nothing more, has in State of M.P. v. Mangilal Sharma [State of M.P. v. Mangilal Sharma, (1998) 2 SCC 510 : 1998 SCC (L&S) 599] held as follows : (SCC p. 514, para 6)

*“6. A declaratory decree merely declares the right of the decree-holder vis-à-vis the judgment-debtor and does not in terms direct the judgment-debtor to do or refrain from doing any particular act or thing. Since in the present case decree does not direct reinstatement or payment of arrears of salary the executing court could not issue any process for the purpose as that would be going outside or beyond the decree. The respondent as a decree-holder was free to seek his remedy for arrears of salary in the suit for declaration. **The executing court has no jurisdiction to direct payment of salary or grant any other consequential relief which does***

not flow directly and necessarily from the declaratory decree.”

35. In Coal Linker v. Coal India Ltd. [Coal Linker v. Coal India Ltd., (2009) 9 SCC 491 : (2009) 3 SCC (Civ) 806] , where this Court was considering an award of an arbitrator whereby interest was awarded for certain period but not for other period, and executing court had awarded interest for such period also, this Court held as under : (SCC p. 494, para 16)

“16. Admittedly, in the instant case, interest has been granted by the arbitrator in the award for the first two periods. But interest has not been granted by the arbitrator in the award for the last period. As noted above, the appellant awardee herein, filed an application under Section 17 of the Act for pronouncing a judgment in terms of the award. So there is no scope for the executing court to go beyond the award and grant interest for the post-award period which was not granted in the award. Here the executing court has gone beyond the award and thus had gone beyond its jurisdiction and passed a decree which thus becomes a nullity.”

36. While considering the power of the executing court for granting promotion which was not part of the decree, this Court in J&K Bank Ltd. v. Jagdish C. Gupta [J&K Bank Ltd. v. Jagdish C. Gupta, (2004) 10 SCC 568] held as under : (SCC pp. 569-70, para 2)

“2. The short question involved in the case is whether the executing court could go beyond the decree by directing that the respondent be promoted to the post of Chief Manager. It is no more res integra that the executing court has no jurisdiction to go behind the decree. It is not disputed that the decree did not contain any direction to promote the respondent to the post of Chief Manager. Under such circumstances, we are of the view that the executing court as well as the High Court [J&K Bank Ltd. v. Jagdish Chander Gupta, Civil Revision No. 92 of 1996, order dated 7-4-1998 (J&K)] fell in error in issuing directions in execution case that the respondent be promoted to the post of Chief Manager. The order under challenge, therefore, deserves to be set aside. We order accordingly. The appeal is allowed. There shall be no order as to costs.”

37. Similarly, in Gurdev Singh v. Narain Singh [Gurdev Singh v. Narain Singh, (2007) 14 SCC 173] , where the question of execution of a decree prayed for was beyond what was decreed, this Court held as follows : (SCC p. 175, paras 7-8)

“7. We agree with the said contention. A bare perusal of the decree in question would clearly demonstrate that the appellant herein was restrained by a permanent injunction from planting any tree on Khasra No. 17/2 on the one side and Khasra Nos. 218/1 and 17/1 on the other side. The decree did not speak of removal of any tree which had already been planted. The executing court, as noticed hereinbefore, while

interpreting the said decree proceeded completely on a wrong premise to hold that there should not be any tree within two karams on either side of the common boundary of the parties. Such an interpretation evidently is not in consonance with the tenor of the decree. A jurisdictional error, thus, has been committed [Gurdev Singh v. Narain Singh, CR No. 4526 of 2004, order dated 23-2-2006 (P&H)] by the High Court.

8. It is well settled that executing court cannot go behind the decree. As the decree did not clothe the decree-holder to pray for execution of the decree by way of removal of the trees, the same could not have been directed by the learned executing court in the name of construing the spirit of the decree under execution.”

It is thus clear that execution of an award can be only to the extent what has been awarded/decreed and not beyond the same. In the present case, the arbitrator in its award had only declared the price of land and nothing more. Thus, the question of execution of a sale deed of the land at the price so declared by the arbitrator in its award, could not be directed.”

28. The Hon’ble Supreme Court in **Meenakshi Saxena v. ECGC Ltd., (2018) 7 SCC 479**, has further held as follows:

“17. The whole purpose of execution proceedings is to enforce the verdict of the court. Executing court while executing the decree is only concerned with the execution part of it but

*nothing else. The court has to take the judgment in its face value. **It is settled law that executing court cannot go beyond the decree. But the difficulty arises when there is ambiguity in the decree with regard to the material aspects. Then it becomes the bounden duty of the court to interpret the decree in the process of giving a true effect to the decree.** At that juncture the executing court has to be very cautious in supplementing its interpretation and conscious of the fact that it cannot draw a new decree. The executing court shall strike a fine balance between the two while exercising this jurisdiction in the process of giving effect to the decree."*

29. In **Gurdev Singh v. Narain Singh, (2007) 14 SCC 173**, also the following principle was held by the Hon'ble Supreme Court:

"7. We agree with the said contention. A bare perusal of the decree in question would clearly demonstrate that the appellant herein was restrained by a permanent injunction from planting any tree on Khasra No. 17/2 on the one side and Khasra Nos. 218/1 and 17/1 on the other side. The decree did not speak of removal of any tree which had already been planted. The executing court, as noticed hereinbefore, while interpreting the said decree proceeded completely on a wrong premise to hold that there should not be any tree within two karams on either side of the common boundary of the parties. Such an interpretation evidently is not in consonance with the

tenor of the decree. A jurisdictional error, thus, has been committed by the High Court.

8. It is well settled that executing court cannot go behind the decree. As the decree did not clothe the decree-holder to pray for execution of the decree by way of removal of the trees, the same could not have been directed by the learned executing court in the name of construing the spirit of the decree under execution.”

30. Further, in **J&K Bank Ltd. v. Jagdish C. Gupta, (2004) 10 SCC 568**, it was held that:

“2. The short question involved in the case is whether the executing court could go beyond the decree by directing that the respondent be promoted to the post of Chief Manager. It is no more res integra that the executing court has no jurisdiction to go behind the decree. It is not disputed that the decree did not contain any direction to promote the respondent to the post of Chief Manager. Under such circumstances, we are of the view that the executing court as well as the High Court fell in error in issuing directions in execution case that the respondent be promoted to the post of Chief Manager. The order under challenge, therefore, deserves to be set aside. We order accordingly. The appeal is allowed. There shall be no order as to costs.”

31. This Tribunal in ***SPRNG Soura Kiran Vidyut (P) Ltd. v. Southern Power Distribution Co. of Andhra Pradesh Ltd., 2023 SCC OnLine APTEL 9*** has also upheld this principle laid down by the Hon'ble Supreme Court:

“73. Viewed from any angle, the Petitioners are not entitled to the reliefs sought for in the present Execution Petitions, as these reliefs go far beyond the decree ie the operative portion of the Order of this Tribunal dated 27.02.2020. The Execution Petitions fail and are, accordingly, dismissed. Consequently the I.As filed therein do not survive after dismissal of the main EPs, and they are also dismissed. Needless to state that dismissal of these EPs will not disable the Petitioners herein from availing their other legal remedies to question the validity of the Orders issued by the APDISCOMS subsequent to the Order of this Tribunal dated 27.02.2020; and, if they do so, their Petitions shall be examined on its merits without being influenced by the opinion expressed by us in this Order.”

32. Also, in ***Sirwar Renewable Energy (P) Ltd. v. Gulbarga Electricity Supply Co. Ltd., 2023 SCC OnLine APTEL 36***, it was held that:

“15. An executing Court cannot go behind the decree. (Sunder Dass v. Ram Prakash, (1977) 2 SCC 662 : AIR 1977 SC 1201; Jai Narain Ram Lundia v. Kedar Nath Khetan, AIR 1956 SC 359 : 1956 SCR 62). The decree must either be executed as it stands in one of the ways allowed by law or not at all, unless

the Court which passed it alters or modifies it. (Jai Narain Ram Lundia v. Kedar Nath Khetan, AIR 1956 SC 359 : 1956 SCR 62). A Court executing a decree can neither add to such a decree nor vary its terms. (Muhammad Sulaiman v. Jhukki Lal, [ILR 11 All 228; Maharaj Kumar Mahmud Hasan Khan v. Moti Lal Banker, 1960 SCC OnLine All 89 : AIR 1961 All 1 (FB)). The duty of an executing court is to execute the decree as it finds it. It has no jurisdiction to alter or vary it, and to execute it as it would stand after the alteration or variance. (Gobardhan's case, [AIR 1932 All 273 : 1932 ALJ 365 (F.B.): ILR 54 All 573; Maharaj Kumar Mahmud Hasan Khan v. Moti Lal Banker, 1960 SCC OnLine All 89 : AIR 1961 All 1 (FB)). It is also not open to the Executing Court to add to a decree of which execution is sought, or to travel behind the decree to add or modify the directions contained therein. (J&K Bank Ltd. v. Jagdish C. Gupta, (2004) 10 SCC 568; Gurdev Singh v. Narain Singh, (2007) 14 SCC 173). The entire purpose of execution proceedings is to enforce the directions passed in the decree (Firm Rajasthan Udyog v. Hindustan Engineering and Industries Ltd., (2020) 6 SCC 660).

16. To sum up, the principles which govern execution of a decree are that there can be no execution, or specific enforcement of a liability, without a previous determination of the liability by a court which is incorporated in a formal document called a decree. Any question, that does not relate to the execution of the decree, is not within the jurisdiction of the executing court. The executing court can neither go behind

the decree nor can it question its legality or correctness. The decree must either be executed as it stands in one of the ways allowed by law or not at all, unless the Court which passed it alters or modifies it. A Court executing a decree can neither add to such a decree nor vary its terms. It is not within the jurisdiction of the executing court to enforce any liability other than the judgment-debtor's decretal liability. The Executing Court cannot travel beyond the original lis between the parties, to any subsequent cause of action. It is also not open to the Executing Court to add to a decree or to modify the directions contained therein or to grant a direction that was neither prayed for nor formed part of the original lis between the parties. The entire purpose of execution proceedings is to enforce the directions passed in the decree, and nothing more. As the executing court, while executing the decree, is only concerned with the execution part of it and nothing else, the court should take the judgment at its face value. (Meenakshi Saxena v. ECGC Ltd., (2018) 7 SCC 479).

.....

22. Since the jurisdiction, conferred on this Tribunal under Section 120(3) of the Act, is confined to the decree, and it is impermissible for the executing court to travel beyond it, the Petitioner's claim for payment of Late Payment Surcharge from the date of commissioning of their Plant till 12.08.2021, as also for the subsequent monthly bills raised at a lower tariff, necessitates rejection."

33. Therefore, across multiple judgments, the consistent position of the Hon'ble Supreme Court and of this Tribunal is that executing courts must restrict themselves strictly to the terms of the decree or award. No new reliefs, interpretations, or directions beyond what is expressly granted can be entertained in execution proceedings. (***Rajasthan Udyog v. Hindustan Engg. & Industries Ltd., (2020) 6 SCC 660 and SPRNG Soura Kiran Vidyut (P) Ltd. v. Southern Power Distribution Co. of Andhra Pradesh Ltd., 2023 SCC OnLine APTEL 9***).

34. Therefore, it is a settled principle of law that no new proceedings can be initiated either through new facts or arguments challenging the decree/ award in the execution petition.

35. It is equally well settled that once a final judgment is passed, any interim order, including those regulating the relationship between the parties during the pendency of the matter, merges with the final judgment. In the present case, our interim order dated 26.09.2017 directing CESCO to provisionally pay at the rate of ₹4.36/kWh was clearly without prejudice to the final outcome and thus stands superseded by the final adjudication dated 28.02.2020.

36. It is not in dispute that this Tribunal, by its order dated 28.02.2020, categorically held that the extension of 137 days granted to the Petitioner was valid, and that the consequential actions taken by CESCO or directed by KERC, including tariff reduction and imposition of penalties, were unsustainable in law. The operative portion of the judgment leaves no ambiguity:

“...we are of the considered view that the issues raised in the instant Appeal No. 340 of 2016 have merits and accordingly the Appeal is allowed. The Impugned Order dated 14.12.2016 passed by the Karnataka Electricity Regulatory Commission in the Petition No. 19 of 2016 is hereby set aside to the extent challenged in the Appeal.”

37. The prayer in the execution petition is squarely within the confines of what was finally adjudicated. The Petitioner is seeking execution of the directions, not expansion of them. The Tribunal had restored the original PPA terms, specifically the tariff of ₹6.89/kWh and nullified the imposition of liquidated damages.

38. In response, CESCO has continued to resist compliance by taking untenable pleas that the Petitioner commissioned the project 132 days beyond the 137 days extended period and hence is not entitled to the original tariff. This plea, apart from being inaccurate in terms of its implications, is legally unsustainable.

39. It is also to be appreciated that the judgment rendered by this Tribunal vide judgment dated 28.02.2020 i.e., much later as compared to the final COD achieved by the project. Therefore, facts which were available during the hearing and passing of the final judgment cannot be argued in this execution petition. Therefore, no new arguments can be allowed to be taken up by the parties.

40. It bears emphasis that:

- a) CESCO did not challenge the Tribunal's judgment before the Hon'ble Supreme Court.

b) CESCO did not seek any clarification, review, or rectification of the order.

41. What further renders CESCO's conduct highly objectionable is the selective concealment of material facts during the pendency of the EP proceedings, if any raised now.

42. The execution court cannot sit in appeal over the judgment it is executing. Once the judgment has attained finality, as is the case here, the parties are bound by it. CESCO's conduct not only militates against the binding nature of judicial pronouncements but also borders on contemptuous disregard for the rule of law.

43. We also find merit in the Petitioner's grievance that the continued payment at the interim rate, despite the final judgment, has caused significant financial prejudice. CESCO has neither offered any lawful justification for the deductions nor undertaken to refund the admitted differential amounts as per the binding order.

CONCLUSION

44. This Tribunal is constrained to record its strong disapproval of the conduct of Respondent No. 1 CESCO for misrepresentations, non-disclosure of material facts, and wilful disobedience of a binding judicial pronouncement.

45. In light of the above findings, the Execution Petition deserves to be allowed in full.

46. It is therefore directed that the Respondent No. 1 CESCO shall pay to the Petitioner the following within 6 (six) weeks:

- a) the differential amount between ₹6.89/kWh and ₹4.36/kWh for all energy supplied from the date of COD of the project till date or the effective date of realization whichever is later, along with interest as per the late payment surcharge provisions under the PPA.
- b) Refund all liquidated damages recovered from the Petitioner, with interest along with carrying cost.

ORDER

For the foregoing reasons as stated above, we are of the considered view that Execution Petition No.16 of 2021 has merit and is allowed.

Respondent No. 1, CESCO, shall forthwith comply with the judgment and order dated 28.02.2020 passed by this Tribunal in Appeal No. 340 of 2016 in full.

CESCO shall:

- a) Pay to the Petitioner the differential amount between ₹6.89/kWh and ₹4.36/kWh for all energy supplied from the date of COD of the project till date or the effective date of realization whichever is later, along with interest as per the late payment surcharge provisions under the PPA.

- b) Refund all liquidated damages recovered from the Petitioner, with interest along with carrying cost.

The above payments shall be made in full within a period of six (6) weeks from the date of this order.

It is therefore made clear that in case the above orders of this Tribunal are not complied with within 6 (six) weeks from the date of receipt of copy of this order, the corresponding bank accounts of CESCO shall stand attached and the aforesaid amounts shall be realized from the said bank accounts.

The Captioned Execution Petition and pending IAs, if any, are disposed of in above terms.

PRONOUNCED IN THE OPEN COURT ON THIS 30th DAY OF MAY, 2025.

(Virender Bhat)
Judicial Member

pr/mkj/kks

(Sandesh Kumar Sharma)
Technical Member