

**COURT- 1**

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

**APL No. 338 OF 2019 & IA No. 1761 OF 2019 & IA No. 1760 OF 2019**

**Dated: 21st October, 2019**

**Present: Hon'ble Mrs. Justice Manjula Chellur, Chairperson  
Hon'ble Mr. S.D. Dubey, Technical Member (electricity)**

**In the matter of:**

**GVK Power (Goindwal Sahib) Limited .... Appellant(s)**

**Versus**

**Punjab State Electricity Regulatory Commission .... Respondent(s)**

Counsel for the Appellant(s) : Amit Kapur for A1  
Vishrov Mukerjee for A1  
Catherine Ranji Ayallore for A1  
Yashaswi Kant for A1  
Pratyush Singh for A1

Counsel for the Respondent(s) : Sakesh Kumar for R1  
Anand K. Ganesan for R2  
Swapna Seshadri for R2  
Amal Nair for R2

**ORDER**

Heard both Appellant as well as Respondent No. 2 with regard to Clause No. 14.3.4 of PPA which reads as under at Page 167.

*“Within a period of seven (7) days following the expiry of the Consultation period unless the Parties shall have otherwise agreed to the contrary or the Seller Event of Default giving rise to the Consultation Period shall have been remedied, the Lenders may exercise or the Procurer may require the Lenders to exercise their substitution rights and other rights provided to them, if any, under Financing Agreements and the Procurer would have no objection to the Lenders exercising their rights if it is in consonance with provisions of Schedule 10. Alternatively, in case the Lenders do not exercise their rights as mentioned hereinabove, the Capacity Charge of the Seller shall be reduced by 20% for the period of Seller Event of Default”.*

Apparently the procurer seems to have addressed a letter dated 17.09.2019 to the lenders of the Appellant in terms of above said Clause.

The appellant feels that if second respondent presses the above said letter by further communication, the lenders may precipitate the course of action contemplated in the above clause

Learned Senior Counsel Mr. M. G. Ramachandran, arguing for Respondent No.2 submits that without prejudice to their rights in Clause No. 14.3.4 they undertake that they would not address any further communication to the lenders in continuation of letter dated 17.09.2019.

Learned Senior Counsel Mr. Sajan Poovayya, arguing for the Appellant submits that he has no grievance about right vested with the procurer in terms of the above said clause subject to above statement of senior counsel for R-2.

Placing the above submission on record without prejudice to rights and duties of both the parties under contract the matter is adjourned to January 2020.

Reply to main Appeal by the Respondents , if any, may be filed within eight weeks' i.e. on or before 17.12.2019 after serving copy on the other side and thereafter, rejoinder, if any, by the Appellant may be filed on or before 15.01.2020 after serving copy on the other side .

List the matter on **29.01.2020**.

**S.D. Dubey**  
**Technical Member(electricity)**

**Justice Manjula Chellur**  
**Chairperson**

PR