

**MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION**

**BHOPAL**

**Sub: In the matter of Petition for allowing billing / recovery of Transmission Charges in respect of control period FY 2016-17 to FY 2018-19 and beyond from Long Term Open Access Customers, on the basis of capacity recorded beyond allocated capacity, subject to True-up, with a view to remove difficulties in judicious allocation of capacity.**

**ORDER**

**(Date of Order: 30<sup>th</sup> May' 2018)**

**Petition No. 32/2017**

**M.P. Power Transmission Company Ltd.,**

Block No. 2, Shakti Bhawan, Rampur, Jabalpur – 482008

**Petitioner**

**V/s**

1. **M.P. Poorv Kshetra Vidyut Vitaran Co. Ltd.,**  
Block No. 7, Shakti Bhawan, Rampur, Jabalpur – 482008
2. **M.P. Madhya Kshetra Vidyut Vitaran Co. Ltd.,**  
Nishtha Parisar, Govindpura, Bhopal – 462023
3. **M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd.,**  
GPH Compound, Pologround, Indore
4. **M.P. Audyogik Kendra Vikas Nigam, Indore(SEZ),**  
Free Press House, 1st Floor, 3/54, Press Complex,  
A.B. Road, Indore – 452 008
5. **West Central Railways, Jabalpur**  
General Manager's Office, Electrical Department,  
Jabalpur- 482001
6. **M.P. Power Management Company Ltd, Jabalpur**  
Block No. 11, Shakti Bhawan, Rampur, Jabalpur – 482008
7. **State Load Despatch Centre (SLDC),**  
M. P. Power Transmission Co. Ltd., Block No. 2,  
Shakti Bhawan, Rampur, Jabalpur – 482008

**Respondents**

M.P. Power Transmission Co. Ltd., Jabalpur (MPPTCL) has filed the subject petition for allowing billing / recovery of Transmission Charges in respect of control

period FY 2016-17 to FY 2018-19 and beyond from Long Term Open Access Customers, on the basis of capacity recorded beyond allocated capacity, subject to true-up.

2. The subject Petition is filed under the following Provisions

- (i) Section 94 (1)(f) of the Electricity Act, 2003
- (ii) Clause 18.15 & 18.16 regarding Power to Remove Difficulties under MPERC (Terms & Conditions Intra-State Open Access in Madhya Pradesh) Regulation, 2005
- (iii) Clause-44 regarding Power to Remove Difficulties under “Madhya Pradesh Electricity Regulatory Commission (Terms and Conditions for Determination of Transmission Tariff) (Revision-III) Regulations, 2015{RG – 28(III) of 2015} dated 13.01.2016.

3. MPPTCL broadly submitted the following in the subject petition:

*(i) “MPPTCL at present is having five Long Term Transmission customers i.e. the Three Distribution Companies mentioned as Respondent (i) to (iii), MPAKVN for its SEZ campus at Pithampur (Distt. Dhar) mentioned as Respondent (iv) and M/s Indian Railways through WCR, Jabalpur as Respondent (v). The total Transmission capacity of MPPTCL is allocated to above mentioned five Long Term Transmission customers. Accordingly, the Annual Revenue Requirement (ARR) of MPPTCL is shared by these Long Term Transmission customers in the ratio of the Transmission capacity allocated to them by the Hon’ble Commission.*

*(ii) MPPTCL filed a Petition No. 02/2016 for determination of Transmission Tariff for the control period FY 2016-17 to FY 2018-19. Hon’ble Commission while disposing of the Petition under order dated 10<sup>th</sup> June 2016, determined the Annual Fixed Cost, Capacity Allocation and share of Annual Fixed Cost on Long Term customers in Para 83 of the order, the same is reproduced hereunder.....*

.....  
*(iii) West Central Railway(WCR), on behalf of Indian Railways entered into a Bulk Power Transmission Agreement for 200 MW with the applicant MP Power Transmission Co. Ltd. on 07.10.2016 for Transmission of Electricity to the TSS points of Railways in MP, effective from 22.1.2016, for power schedule. Consequent to which, MP Power Transmission Co. Ltd., Jabalpur (MPPTCL) filed a Petition for reallocation of capacity and to review the Transmission Charges for FY 2016-17 to FY 2018-19 determined vide Commission’s Multi Year Tariff (MYT) order dated 10th June 2016.*

(iv) Hon'ble Commission, vide its order dated 26th April 2017, disposed off the Petition by reallocating the capacity, and hence the Tariff through Para-14 of the order, as given below;

S. No.	Customers	FY 2016-17		FY 2017-18		FY 2018-19	
		Capacity MW	Amount (₹ in Crores)	Capacity MW	Amount (₹ in Crores)	Capacity MW	Amount (₹ in Crores)
1	MP Poorva Kshetra VVCL, Jabalpur.	4474.12	681.72	4562.21	744.47	4857.35	808.85
2	MP Madhya Kshetra CCVL, Bhopal.	4766.10	726.20	4859.94	793.07	5174.34	861.64
3	MP Paschim Kshetra VVCL, Indore.	5733.40	873.58	5846.29	954.03	6224.49	1036.51
4	MP AKVN SEZ – Pithampur	40.00	6.09	40.00	6.53	40.00	6.66
5	WCR on behalf of Railways	200.00	30.47	200.00	32.64	200.00	33.30
<b>Total -</b>		<b>15213.62</b>	<b>2318.06</b>	<b>15508.44</b>	<b>2530.74</b>	<b>16496.18</b>	<b>2746.96</b>

(v) Later on, MPAKVN vide letter dtd. 31.03.2017, requested that consequent to allocation of additional 5 MW power for SEZ, Pithampur premises, their capacity might be enhanced to 45 MW for FY 2017-18 and beyond. It is also submitted that M/s MPAKVN also have entered into an Agreement with MPPTCL on 15.04.2017, to be effective from 01.04.2017.

(vi) Likewise, M/s West Central Railways also applied for an additional Transmission Capacity for 35 MW, totaling to 235 MW. M/s West Central Railway (WCR), on behalf of Indian Railways, has also entered into a supplementary Power Transmission Agreement with MPPTCL on 26.04.2017, to be effective from 01.04.2017 in this matter.

(vii) Despite the applications of enhancement of capacities and agreements, a violation of Contracted capacity (i.e. more than the sum of Long Term and Short Term Contracted Capacity) is occurring many a times. A statement denoting the month-wise Maximum Demand met in the previous three years is enclosed. On perusal of the same, it may please be observed that **while the three Discoms always remained within the domain of the capacity allocated to them, Respondent (iv) M/s SEZ and Respondent (v) M/s West Central Railway have drawn in excess of their allocated capacity.** It would be relevant to mention that **despite repeated request by MPPTCL for enhancement of capacity to the tune of over drawl made by Railways, no concrete action towards the same was initiated by Respondent (v).**

(viii) Clause 4.1 of the Terms & Conditions for Intra-State Open Access in Madhya Pradesh,

Regulations 2005, regarding provisions for existing entities, implies that -

*“The licensee using Intra-State Transmission System on the date of coming in to force of these Regulations under an existing agreement shall continue to avail Open Access on such Transmission System on the same terms and conditions for the term of the existing agreement.”*

***In the case of M/s SEZ, keeping in accordance to the above provision of the Regulation, the prevailing agreement remained in vogue. Clause 7.2 of the said agreement with M/s SEZ, states as below;***

***“7.2 The transmission charges shall be on the capacity allocation. In case the capacity is over-utilized by MPAKVN in any period during a month, the capacity utilized in excess of allocated capacity shall be billed at pro-rata basis, as a special case.”***  
***(Emphasis Supplied)***

*Here, it is to be submitted that although M/s SEZ was drawing more than the contracted capacity defined through Tariff orders. MPPTCL keeping in line with clause 7.2 of the agreement mentioned above, was billing SEZ by prorating the excess capacity utilized by it and in turn MPPTCL was passing the excess amount thus billed to M/s SEZ to the three Discoms.*

*(ix) Whereas, with Respondent (v) West Central Railway, the enhanced demand beyond the approved contracted capacity warranted no such charges, while frequently foraying in to the capacities primarily allocated for the Discoms, as may kindly be perused.*

*(x) In the matter of frequent changes vis-à-vis Respondent (v) West Central Railway, it would be relevant to bring forward for the kind notice of the Hon. Commission that initially M/s WCR had applied for 200 MW capacity, later appended it to 235 MW, while repeatedly crossing the limit of capacity applied.*

*Further, in a recent development, Hon'ble CERC while disposing Petition No. 24/MP/2017 along with IA No. 20 of 2017, in the matter of Interlocutory Application by Bharatiya Rail Bijlee Co. Ltd. seeking disposal of the present Petition qua Eastern Central Railway, has passed an order on 29.06.2017 – thereby directing CTU to operationalize the LTA for evacuation of 1000 MW power from Nabinagar Thermal Power Plant, out of which 185 MW are for Madhya Pradesh. This order dated 29.06.2017 is enclosed as Annexure-IV of this Petition*

*In compliance to this order, M/s PGCIL has issued a letter dated 10.07.2017 towards operationalization of Nabinagar Plant from 26.07.2017 – whereby it is also indicated that 185 MW shall be for Railway points in the state of Madhya Pradesh. The same is enclosed as*

*Annexure-V. For this M/s WCR, on behalf of Indian Railways has yet to execute an agreement in this regard.*

*Further, Railways have applied for connectivity at 30 Nos. locations, which are in addition to the existing 39 Nos. points through which power is already being drawn. The list of these 30 Nos. locations are submitted, estimates for which have been sanctioned too.*

*Apropos to the above submissions, therefore, it may kindly be seen that M/s WCR, on behalf of Indian Railways is frequently appending the Point of Connections and Capacity, foraying into the capacities allocated to the other Long Term Open Access Customers and thereby necessitating revision of allocated capacities; this - notwithstanding that incidences of over drawl which may severely affect Grid discipline adversely.*

*(xi) Therefore, for ends of justice to meet, it would be only proper that if any of the Long Term Open Access Customers logs a demand beyond the realms of the capacity allocated by the Hon. Commission through its Tariff orders, MPPTCL may kindly be permitted to bill & recover for the excess capacity encroached and the benefits arising out of these billing be passed on to the other Long Term Open Access Customers in proportion to the capacity allocated through the Tariff orders for that particular year.*

*(xii) In this matter, along with the case of M/s SEZ as submitted above, a precedence in Clause 16 of order dated 26.04.2017 on the Petition No. 70/ 2016 regarding - "In the matter of reallocation of Transmission Capacity under MYT order for FY 2016- 17 to FY 2018-19 on account of allocation of 200 MW power to Indian Railways (Deemed Licencee)", may kindly be drawn.*

*For reference aforementioned Clause-16 is reproduced below -*

*16. As submitted by the Petitioner, the facility of Connectivity / Open Access has been desired and utilized by WCR from 22<sup>nd</sup> January 2016 and the Petitioner issued provisional bills of Transmission Charges for 200 MW power to WCR for the period of 22<sup>nd</sup> January' 2016 to 31<sup>st</sup> March' 2016 on the rates / charges determined by the Commission for FY 2013-14 to FY 2015-16. Therefore, as requested, the Petitioner may pass on due credit to the existing four No. Long Term Open Access Customers in the ratio of capacity allocated to them for FY 2015-16.*

*(xiii) Thus, to enforce grid control by way of limiting demand to the allocated capacities and in the course of natural justice, to device a system that benefits the customer / end consumer of a disciplined entity - it is, therefore, proposed for the kind consideration of the Hon'ble Commission, that MPPTCL may be allowed to bill & recover the excess capacity availed by a Long Term Open Access Customer on monthly basis, in addition to the normal monthly Transmission Charges which are billed as per the prevailing Tariff orders for the present MYT control period and beyond. Simultaneously,*

*permit the Petitioner to pass on to the benefits arising out of these additional billing to the other Long Term Open Access Customers in proportion to the capacity allocated through the Tariff orders for that particular year.*

*(xiv) It is also submitted by MPPTCL that there shall be no change in the amount of ARR of MPPTCL as approved by the Hon. Commission.*

4. With the above submission, MPPTCL has prayed the following:

- “ (i) Permit the Petitioner to bill the Long Term Open Access Customer, for the maximum capacity logged in a given month which is in excess of the allocated capacity on pro-rata basis, for such incidences occurring during the present MYT control period and beyond. This amount to be in addition to the Transmission Charges which is to be charged as per the Tariff orders in operation.*
- (ii) Allow for passing the benefits arising out of these additional billing to the other Long Term Open Access Customers, in proportion to the Capacity Allocated through the Tariff orders for that particular year.”*

5. Motion hearing in the subject matter was held on 26<sup>th</sup> September’ 2017. The petition was admitted and the petitioner was directed to serve the copy of petition along-with all documents to all the respondents in the matter. The respondents were directed to file their response by 12<sup>th</sup> October’ 2017.

6. Vide letter No 8907 dated 27<sup>th</sup> September’ 2017, the petitioner confirmed the service of the copy of petition to all Respondents in the matter.

7. The “Bulk Power Transmission Agreement” (BPTA) between MPPTCL & WCR was executed on 07<sup>th</sup> October’ 2016 for 200MW power. Based on aforesaid BPTA, the transmission of power to Railways is being made. Therefore, the following relevant provisions of BPTA were referred by the Commission:

*“3.5 A Co-ordination Committee consisting of members, one each nominated by MPPTCL, SLDC and Railways (WCR) shall Co-ordinate in respect of the various matters regarding transmission of power through network of MPPTCL. The Committee, among other matters, shall:*

- Check and ensure parameters of equipments, meters relay settings etc. as per scheme approved by MPPTCL.*
- Monitor grid discipline to be abided by Railways (WCR).*
- Monitoring of payment of bills/difference, if any, regarding energy account, bills, payment mechanism etc. as contemplated under clauses 11 & 12 of this agreement.*

- 3.6 *Railways (WCR) should ensure that Grid Discipline or any other discipline as mandated in the Act or relevant Regulations issued by the Appropriate Commission is adhered to or action as required by State Load Despatch Centre having requisite authority under the Act and appropriate codes and regulations for Grid operation/stability, is ensured as and when circumstances warranting such action arise. In case of any failure/disruption of Inter-state/Intra-state Grid, it shall not be obligatory on MPPTCL for giving uninterrupted supply to Railways, due to causes beyond substantial control of MPPTCL, MPPTCL shall not be responsible towards any loss to Railways and shall not be required to compensate Railways for such losses.*
- 5.4 *The transmission charges shall be on the capacity allocation, as may be approved /determined by the Commission from time to time. The Railways (WCR) must make reasonable endeavors to ensure that their actual demand or actual sent-out capacity, as the case may be, at an interconnection point does not exceed the rated loading capacity of the network at that interconnection point. The Balancing & Settlement of Energy and Demand shall be in accordance with MPERC Balancing & Settlement Code /CERC Deviation & Settlement Mechanism(DSM) & CERC Order dated 05.11.2015 in petition no.197/MP/2015 considering Railways as a deemed licensee.*
- 5.12 *WCR shall be required to pay for over drawl/ under drawl of energy as per the Balancing and Settlement Code or any other relevant code as notified by MPERC.*
8. On preliminary scrutiny of the subject petition vis-à-vis the provisions under existing BPTA between MPPTCL and WCR, certain observations were communicated to MPPTCL vide Commission's letter No.1391 dated 29<sup>th</sup> September' 2017 seeking its reply to the queries communicated in aforesaid letter.
9. Vide letter No. 9489 dated 17<sup>th</sup> October' 2017, MPPTCL submitted its point-wise reply to the aforesaid Commission's letter. Issue-wise response as submitted by MPPTCL is as given below:

**Issue No.1: Whether Co-ordination Committee in terms of clause 3.5 of BPTA has been constituted ? If so ,whether this issue has been referred to Co-ordination Committee.**

**Response of MPPTCL:** *“Although, Co-ordination Committee in terms of Clause 3.5 of BPTA between MPPTCL and Railways (WCR) has not been formally constituted, however, the issue of over-drawl by Railways (WCR), over & above the*

*contracted capacity had been raised with them frequently. Copies of correspondence made by MPPTCL with Railways (WCR) in this respect is enclosed and marked collectively as Annexure-I. Further, this issue has been brought up before the Operation Coordination Committee (OCC) meeting held on 26.4.2016 (copy of the relevant portion of MoM is enclosed as Annexure-II) which is a broader forum constituted as per MPEGC involving all the stake holders i.e. MPPTCL, SLDC & all LTOA customers. More-over, MP SLDC has also at regular interval advised Railways (WCR) for arranging the power matching with maximum drawl. Copies of correspondence made by SLDC with Railways (WCR) in this respect is enclosed and marked collectively as Annexure-III.”*

**Issue No. 2 : What step has been taken by MPPTCL, in terms of agreement for over drawl by WCR or any other Long Term Open Access Customers?**

**Response of MPPTCL:** *Railways (WCR) initially had entered in Transmission Service Agreement with MPPTCL for contracted capacity of 200 MW for which Hon’ble Commission vide order dtd. 26.4.2017 has reallocated the Transmission capacity among the LTOA customers. As per terms of agreement, MPPTCL as well as MP SLDC has frequently taken up the matter with Railways (WCR) for enhancement of contracted capacity matching with maximum drawl. As such, on 26.4.2017 Railways (WCR) has entered into supplementary agreement to enhance its contracted capacity from 200 MW to 235 MW with effect from 1.4.2017. However, this 235 MW of contracted capacity is still inadequate vis-à-vis maximum drawl of Railways (WCR). Hence, Railways (WCR) have been urged by MPPTCL to enhance capacity upto the required level, matching their maximum drawl.*

*In this connection it is also pertinent to mention that MPPTCL has categorically intimated the Railways (WCR) to arrange requisite additional allocation / firm power in MP before making request for charging of any new traction Sub-station.*

**Issue No.3 : Whether billing as sought in the subject petition for over drawl by WCR is being done as per clause of BPTA and applicable Codes in terms of agreement?**

**Response of MPPTCL:** *Billing at the rate prescribed vide Hon’ble Commission Tariff order dtd. 26.4.2017 for the contracted capacity as per BPTA is being done. Further, billing for payment of charges for over drawl / under drawl of energy is being done by MP SLDC as per Balancing & Settlement Code, which does not provide for recovery of legitimate charges for usage of capacity in excess of contracted capacity by one of the beneficiaries/Long Term Open Access customers resulting into encroachment on capacity allocated for other beneficiary/Long Term Open Access customers.*



10. Vide letter No.7587 dated 10<sup>th</sup> October' 2017, Respondent No.5 (WCR) sought time extension of six weeks' to file their reply.
11. Vide letter No. 2419 dated 13<sup>th</sup> October' 2017, State load Despatch Centre (SLDC) Jabalpur (Respondent No.7) filed its response on the subject petition as mentioned below:

*“(i) As per CERC order dated 05.11.2015 passed in Railway’s petition no 197/MP/2015, the West Central Railway as deemed licensee, is drawing power under Long Term Open Access for their Traction Sub Stations located in the state of MP, since January 2016. Since then, Scheduling for West Central Railway is being done and Deviation Settlement Accounts are being issued by SLDC.*

*(ii) It is obligatory on part of West Central Railway to have arrangement for adequate quantum of power through Long Term Open Access, Medium Term Open Access or Short Term Open Access and allocation of transmission capacity to meet out the load requirement of existing as well as upcoming Traction Sub-Stations.*

*(iii) Western Central Railways has been advised time and again by SLDC to enhance the power allocated to them, as the existing power allocation is insufficient to meet the Peak Demand of Railway Traction Sub-stations located within the state of MP. Copy of correspondences made by SLDC vide letter No. 07-05/SG-11A/Railways/4825 dated 20.01.2016, No. 83 dated 05.04.2016, No. 612 dated 20.05.2016, No. 1336 dated 04.07.2016, No. 1403 dated 13.07.2016, No. 2989 dated 05.11.2016, No. 448 dated 06.05.2017, No. 2160 dated 13.09.2017 and No. 2352 dated 05.10.2017 are collectively annexed herewith as Annexure-I.*

*(iv) It has been observed that maximum load of the Traction Sub-Stations in Madhya Pradesh is much higher than the power allocations of West Central Railways from Ratnagiri Gas Power Plant Ltd. and Jindal India Thermal Power Plant Ltd. Thus, West Central Railway meet its peak load by over drawing from the grid, which is not desirable for safe, secure and reliable operation of the State Grid. A statement showing month wise details of maximum drawl V/s scheduled drawl of Railways for the period from January 2016 to September 2017 is annexed herewith as Annexure-II.*

*(v) It is evident from the drawl pattern shown in Annexure-II that the Western Central Railway have drawn up to 275 MW in the month of July 2017, whereas total allocation of Railway is 223 MW at Ex-PP. As such, it is necessary to have power availability and TSA by West Central Railways matching with their maximum power requirement considering contingency, for safe and secure grid operation.*

*(vi) Hon'ble Commission may kindly consider above submissions of SLDC and may issue suitable directives to West Central Railway to go for long term solutions for ensuring availability of power matching with their maximum demand of existing and upcoming Traction Sub-Stations. WCR should also make arrangement for standby support from Discoms, to meet out the contingency requirements in case of any tripping of its generator".*

12. The next hearing in the matter was fixed on 24<sup>th</sup> October' 2017 wherein the West Central Railways, Jabalpur was directed to file its response on the petition by 16<sup>th</sup> November' 2017.
13. All other respondents who had not filed their response were also directed to file their response by 10<sup>th</sup> October' 2017.
14. Madhya Pradesh Poorv kshetra Vidyut Vitran Company Limited (MPPKVVCL), Jabalpur and Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited (MPPKVVCL), Indore filed their response on the subject petition on 18<sup>th</sup> October'2018 and 23<sup>rd</sup> October' 2017 respectively wherein they fully supported the subject petition. Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Limited (MPMKVVCL), Bhopal filed its response on 08<sup>th</sup> December' 2017 which was also in line with the response filed by East Discom (MPPKVVCL).
15. Subsequently, vide letter No. 05-01/500/1612 dated 16<sup>th</sup> November' 2017, MPPMCL (Respondent No.6) broadly submitted the following on the subject petition:

*"That, it is a fact of common observation that the present Long Term Open Access Customers, other than the three DISCOMS of the state, especially the West Central Railways often draw power in excess to the Contracted Capacity. A bare perusal of particulars mentioned in Annexure-III to the petition demonstrates this position. Such excess drawl, obviously, attacks or encroaches into the Contracted Capacities of the DISCOMS. The DISCOMS are not found to be exceeding the Contracted Capacities. The effect is that the DISCOMS are forced to suffer their contracted Capacities without any compensation putting them to serious prejudice.*

*That, the revision sought by the Petitioner is most just and proper as it tends to device a system that benefits the customers / end consumers of a disciplined entity and to enforce grid control by way of limiting demand to the allocated **capacities** in course of most natural justice.*

*That, in view of submissions made herein above, the answering Respondent fully supports the Petitioner for the reliefs claimed in the Petition.”*

16. During next hearing held in this matter on 21<sup>st</sup> November’ 2017, Counsel appeared on behalf of WCR again sought time extension of six weeks to file their reply.
17. By affidavit dated 15<sup>th</sup> November’ 2017, the petitioner i.e. MPPTCL filed an additional written submission mentioning that Railways have consistently exceeded their drawl vis-à-vis power scheduled, as also contracted transmission capacity. In its aforesaid submission, MPPTCL requested the Commission to issue directions to West Central Railways for execution of Agreement for enhancement of Contracted Transmission Capacity well in advance else MPPTCL be permitted to not allow charging of new Traction Substations.
18. During next hearing held in this matter on 21<sup>st</sup> November’ 2017, West Central Railways was directed file its reply by 15<sup>th</sup> December, 2017 to the subject petition and also on the additional submission filed by the petitioner without any further lapse. Respondent No. 4 (M.P. Audyogik Kendra Vikas Nigam, Indore) was also directed to file its response on the petition by 8<sup>th</sup> December’ 2017. West Central Railway was also directed to ensure execution of Agreements expeditiously for enhancement of its contracted transmission capacity to its required level to minimize excess drawl and maintain Grid discipline.
19. In compliance to above, by affidavit dated 13<sup>th</sup> December’2018, Respondent No.5 (WCR) filed their response and informed during the course of hearing held on 19<sup>th</sup> December’2018 that WCR has executed Transmission Service Agreement (TSA) for 270 MW with MPPTCL on 18<sup>th</sup> December’ 2017. Vide daily order dated 19<sup>th</sup> December’ 2017, MPPTCL was directed to submit copy of TSA along-with its point-wise reply to the aforesaid response filed by WCR.
20. On 12<sup>th</sup> January’ 2018, MPPTCL filed its point-wise reply to the response submitted by Respondent No.5 (WCR). The response of MPPTCL on the reply filed by WCR is attached as **Annexure A** with this order.
21. On perusal of the submissions made by the Petitioner and Respondent No.5, it was observed that the issues involved in the subject matter are perpetual in nature and there are several ambiguities on certain issues in the contention of petitioner and WCR which need detailed discussions to resolve all such issues amicably within the regulatory framework. Therefore, vide Commission’s order dated 25<sup>th</sup> January’ 2018, MPPTCL and WCR were directed to nominate and depute their

senior concerned officers to present all issues related to the subject petition in a meeting to be convened with the office of the Commission. Pursuant to aforesaid directions, two meetings were convened on 03<sup>rd</sup> February' 2018 and 28<sup>th</sup> March' 2018 respectively and the minutes of meeting were placed before the Commission by the office of Commission mentioning that meetings were concluded without any clear consensus or amicable solution to issues in the subject petition.

22. The case was finally heard by the Commission on 15<sup>th</sup> May'2018 when the Counsels on behalf of the petitioner and Respondent No.5 placed their arguments. Having heard the parties, the subject petition was reserved for orders.

### **Commission's Findings:**

23. On perusal of the minutes of meetings, the Commission has noted the following:
- (i) The contracted Transmission Capacity has now been enhanced to 270 MW through a supplementary agreement executed on 18.12.2017 pursuant to directions of Commission vide daily order dated 21<sup>st</sup> November'2017.
  - (ii) MPPTCL has placed a copy of their order No. 04-02/PS/WCR/403 dated 23.02.2018 whereby the "Co-ordination Committee" has been constituted in accordance with Clause 3.5 of BPTS.
  - (iii) The representatives of MPPTCL placed a detailed statement from January'2016 to January'2018 mentioning month-wise maximum drawl of power by WCR against the contracted Transmission Capacity. As per the statement, there has been utilization of Transmission capacity over and above the contracted capacity from January'2016 to November'2017.
  - (iv) The representative of MP SLDC stated that the billing for payment of charges for over drawl/ under drawl of energy is being done as per MP Electricity Balancing and Settlement Code. However, the legitimate charges for usage of transmission capacity by WCR in excess of transmission capacity contracted in Transmission Service Agreement are left unrecovered by MPPTCL pending supplementary agreement for such additional transmission capacity.
  - (v) On the other side, the representatives of WCR stated that the execution of supplementary agreements merely on the basis of new TSS may not be possible for them as it may lead to pay unnecessary fixed cost by WCR without utilization of power as the actual requirement of power cannot be assessed at that point of time. However, it was expressed by the representatives of WCR that they will strive for executing the

supplementary agreements three months before the commissioning of new TSS.

- (vi) The representative of WCR stated that the DSM mechanism takes care of overdrawl/ underdrawl of energy as per the frequency and penalizes over drawl therefore, revising transmission capacity every month even for a single time block will tantamount to double penalty. They, however agreed to that if there is a clear trend of the total drawl exceeding the contracted transmission capacity, the transmission capacity may be enhanced in TSA subsequently.
- (vii) Initially, the following two options were suggested by WCR and MPPTCL respectively to address the issue raised in subject petition:
  - (a) By incorporating the same provisions under CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations' 2010, if possible.  
OR
  - (b) Certain limit in terms of percentage of contracted transmission capacity may be agreed to for utilization of transmission capacity over and above the contracted capacity in a few time blocks of the day beyond which the utilization of transmission capacity in any consecutive three months shall be liable for billing by MPPTCL and such capacity shall be added to the contracted capacity through a supplementary agreement.
- (viii) Subsequently, the representatives of WCR had shown their disagreement in the next meeting with option/suggestion at S.No (b) above. They laid emphasis for option/suggestion at S.No (a) above to incorporate the same provisions under CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations' 2010, to the extent of its applicability for Intra-State Transmission System.
- (ix) On the other side, the representatives of MPPTCL and SLDC stated that the above-mentioned CERC Regulations cannot be considered in the subject case for Intra-State Transmission System. They stated that the aforesaid CERC Regulation is for Inter-State Transmission System and these Regulations were framed for entirely different purpose and scenario where the yearly transmission charges are determined for a unit or an element of inter-state transmission system and the only provisions for billing cannot be selectively applied to address issues in the present case.

- (x) The representatives of MPPTCL proposed that the contracted capacity in Transmission Service Agreement may be linked with the capacity of power contracted/ allocated for MP under the Power Purchase Agreements executed by WCR. They stated that the following status in three PPAs executed by WCR/ allocation of power to WCR from different generation sources for MP only as on date:

M/s RGPPL	-	85 MW
M/s Jindal Power	-	144.6 MW
BRBCL, Nabi Nagar	-	154 MW

- (xi) The representatives of MPPTCL emphasized that the Transmission Service Agreement should be made for the above quantum of power agreed by WCR for MP. On the other side, the representatives of WCR were not agreed to the aforesaid contention of MPPTCL contending that the total power under PPA may not be scheduled by WCR until and unless the Open Access permission is sought by WCR.

- (xii) The representatives of MPPTCL informed that the Transmission Service Agreement with M/s. SEZ, Indore has the following clauses in accordance with the guidelines and procedures of Open Access issued by MPERC on 10.10.2005 for long term open access customers:

***“7.2 The transmission charges shall be on the capacity allocation. In case the capacity is over-utilized by MPAKVN in any period during a month, the capacity utilized in excess of allocated capacity shall be billed at pro-rata basis, as special case.”***

- (xiii) The representative of MPPTCL placed a copy of “Guidelines and Procedures of Open Access for Long Term Open Access Customers” which were approved by the Commission on 10.10.2005 in terms of provisions under Regulation 8.6 of MPERC (Terms and Conditions for Intra-State Open Access in MP) Regulations’ 2005 notified on 16<sup>th</sup> June’ 2005. The representative of MPPTCL submitted that the above provisions under Clause 7.2 of the Bulk Power Transmission Agreement executed with other Long Term Open Access Customer i.e. SEZ has been provided as per aforesaid Guideline approved by the Commission. In response to the aforesaid contention of MPPTCL, the representatives of WCR have shown their agreement for incorporation of above clause in the TSA. However, they stated that the “*pro-rata*” does not mean monthly only, it may be for any period including block, month or fortnight etc. The representatives of WCR stated that the billing may be done on monthly basis but the

computation has to be made for block wise in line with CERC Regulations. On the other hand, the representatives of MPPTCL stated that there is no provision for billing or computation other than monthly basis either in MPERC Transmission Tariff Regulations or in the TSA executed with WCR.

(xiv) The meetings were concluded without any clear consensus or amicable solution to the issues raised by MPPTCL in the subject petition.

24. In nut shell, the following is precipitated from the foregoing discussions held in the meetings:

- (i) The contracted Transmission Capacity which was **200 MW** at the time of filing the subject petition has now been enhanced to **270 MW** through a supplementary agreement executed on 18<sup>th</sup> December' 2017.
- (ii) In terms of provisions under Transmission Service Agreement (TSA), the "Coordination Committee" has now been constituted by MPPTCL pursuant to observations of the Commission communicated vide Commission's letter 1391 dated 29<sup>th</sup> September' 2017.
- (iii) The provisions under CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations' 2010 shall not be applicable in the subject matter for Intra-State network as these Regulations were notified by CERC with different scope of applications in Inter-State transmission network.
- (iv) Western Central Railways is having the Power Purchase Agreements / allocation for quantum of 383.6 MW power for M.P. from different generation sources whereas, it has executed TSA for 270 MW only as on date.
- (v) The suggestions of MPPTCL for incorporation of same Clause 7.2 of Transmission Service Agreement executed by MPPTCL with SEZ, Indore has been agreed to by WCR subject to the condition that the billing may be done on monthly basis but the computation has to be made block-wise. However, this contention of WCR is not considerable in the present matter as neither MPERC Transmission Tariff Regulations nor the provisions under TSA executed with WCR provide for block-wise computation of Transmission Capacity Charges.

(vi) It is informed during proceedings in the subject matter that the traction load is sometimes unpredictable on account of change in train traffic and therefore, there is always possibility of marginal increase in traction load during a few blocks of day in any month.

25. As informed by the Respondent No.5 (WCR), it is difficult for them to maintain the load within the contracted transmission capacity on certain instances due to dynamic and unpredictable nature of traction load that too for short intervals. Therefore, Respondent No.5 (WCR) requested that it may not be justified to enhance the contracted transmission capacity just for few such instances.

26. Considering the above, the following directives are issued by the Commission:

- (i) In case, the transmission capacity is found to be utilized in more than 10% time blocks in any month by WCR over and above five percent (5%) of the capacity contracted in Bulk Power Transmission Agreement executed by Respondent No.5 (WCR) with the petitioner (MPPTCL), the Respondent No. 5 shall approach the petitioner to execute a supplementary agreement for the additional transmission capacity which shall be the average of the transmission capacity utilized by WCR over and above 5% of contracted transmission capacity in all time blocks during that month.
- (ii) The aforesaid supplementary agreement should be executed at the earliest but not later than two months including the month in which the aforesaid situation is occurred. The billing for additional contracted transmission capacity as per supplementary agreement shall be made with effective from the month of execution of supplementary agreement at normal transmission charges for WCR as per Commission's transmission tariff order.
- (iii) In case the supplementary agreement is not executed by Respondent No.5 (WCR) within two months as mentioned above, the transmission capacity utilized over and above the contracted capacity in existing BPTA shall be billed by MPPTCL at 1.5 times of transmission charges for WCR as per Commission's Transmission tariff order applicable for such period. The aforesaid billing shall commence from the month in which over-utilization of transmission capacity as mentioned at S. No. (i) is violated. In case the delay in execution of supplementary agreement is on account



of MPPTCL, the transmission capacity utilized over and above the contracted capacity in existing BPTA shall be billed by MPPTCL at normal transmission charges for WCR as per Commission's transmission tariff order applicable for such period.

- (iv) The additional transmission charges if any, recovered by MPPTCL on account of utilization of transmission capacity by WCR over and above the transmission capacity considered by the Commission for WCR in its last Transmission tariff order, shall be adjusted/ passed on to other Long Term Open Access Customers in proportion to their transmission capacity allocated for respective year in Commission's Transmission tariff order.

With the above directives, the subject petition is disposed of.

**(Anil Kumar Jha)**  
**Member**

**(Mukul Dhariwal)**  
**Member**

**(Dr Dev Raj Birdi)**  
**Chairman**

**Comments of West Central Railways (WCR) on the petition and response of MPPTCL**

**Comment No 1:**

The Applicant, Madhya Pradesh Power Transmission Company limited (herein after referred to as 'MPPTCL') has filed the above application praying for the following relief:

- (i) Permit the petitioner to bill the Long Term Open Access Customer, for the maximum capacity logged in a given month which is in excess of the allocated capacity on pro-rata basis, for such incidence occurring during the present MYT control period and beyond. This amount to be in addition to the transmission Charges which is to be charged as per the Tariff orders in operation.
- (ii) Allow for passing the benefits arising out of these additional billing to the other long Term Open Access Customers, in proportion to the Capacity Allocated through the Tariff orders for that particular year
- (iii) Condone any inadvertent omission/error/short-comings and permit the petitioner to add/change modify/alter this filing and make further submission as may berequired at a large stage.
- (iv) Pass such orders, as Hon'ble Commission may deem fit and proper and necessary in the facts and circumstances of the case to grant relief to applicant.

**Comment No 2 :**

The Applicant is seeking transmission charges to be paid for the transmission services rendered by the Applicant-MPPTCL based on the maximum capacity logged in a given month if such capacity is in excess of the allocated capacity occurring during the multi-year tariff control period and beyond for other consequential relief.

**Response of MPPTCL:** *Para 1 & 2 – Contents of these Paras are matter of record and need no comments.*

**Comment No.3 :**

The Answering Respondent submits that the claim made by the applicant for the transmission charges to be computed in terms of maximum capacity logged

instead of the allocated capacity is contrary to law, devoid of any merit and is liable to be rejected for the following reasons:

(a) The Open Access on a long term basis is sought for and is, in fact, given by MPPTCL to the use of the Intra State Transmission Line owned, operated, controlled and maintained by MPPTCL for a specified contracted capacity. The transmission charges are payable in respect of the specified capacity.

(b) The Open Access is sought for conveyance of power from the place of injection to the place of delivery. In this regard, section 2 (47) defines the term 'Open Access' as under:

(47) "Open Access means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission;

(c) The term 'Transmission Line' is defined in section 2 (72) as under:

(72) "transmission lines" means all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works.

**Response of MPPTCL :** *"As the Respondent WCR has not made arrangements for over drawl of Power beyond the Contracted Capacity to meet the load requirement of existing Traction Substations, levy of Transmission Charges for use of Transmission Network by WCR to meet the maximum Load of its Traction Sub-stations, is a matter of payment of legitimate charges for the actual usages which is not contrary to any Law. Howsoever, it is also humbly submitted that drawl of such capacities exceeding that which has been contracted upon may be deemed as an act of breach of contract."*

**Sub Para 3(a) -** *The Open Access though sought for a specified capacity, the usages resulting in drawl over than that allocated has to be billed since it is similar to an act of encroachment on the Transmission Capacity allocated to other Long Term Open Access customers for which they are paying and thus need to be compensated.*

**Sub Para 3(b) -***This is definition of Open Access as per Section 2(47) of the Act, which needs no comment.*

**Sub Para 3(c) -***This is the definition of Transmission Line as per Section 2(72) of the Act, which needs no comment.*

**Comment No.4 :**

In the case of Respondent No V, the Open Access has been sought for from the point of injection, namely Interconnection Point of Power Grid Corporation of India Limited situated at different places in the state of Madhya Pradesh to the Delivery Point of the railway switchyard/traction substation of the Indian Railways. This is based on the quantum of capacity contracted by the railways for transfer from the Interconnection point to be Traction substation, which at presently is 235MW. In the above, there is conveyance of electricity from the Interconnection Point of the CTU (Power Grid) Network to the Traction substation and, therefore, the Long Term Open Access Charges/Transmission Charges are payable as determined by the Hon'ble Commission in regard to the above capacity. The Respondent No. V does not schedule more than the allocated capacity i.e.235 MW.

**Response of MPPTCL :** *“The Ex-bus (Power Plant) Contracted Capacity of WCR from JITPL and RGPPL is 229.6 MW for traction Sub-stations located in geographical area of MP. WCR submits requisition of Power in 15 minutes time block from Ex-bus Declared Capacity (DC) given by their respective generators under day ahead scheduling. Based on the requisition received from WCR, WRLDC and SLDC schedule power at traction Sub-stations drawl points after deducting applicable Transmission Losses. Since the drawl schedule of WCR is being issued as per requisition submitted by the Railways, thus the drawl schedule of WCR shall always remain within their Contracted Capacity i.e. 229.60 MW. However, in this matter it is to be submitted that, instances such as the Maximum Drawl of WCR at traction Sub-stations whereby power has been drawn up to 276 MW in the month of November 2017 against the maximum possible schedule of 216 MW at drawl points (after accounting for transmission losses), have been recorded. Thus, such excess drawl of power against that incorporated in Transmission Service Agreement (TSA) is a violation of Regulatory provisions in this regard.A chart showing the deviations is attached as Annexure-I.”*

**Comment No.5 :**

Section 62 (1) (b) of the Electricity Act, 2003 provides for the determination of tariff by the Hon'ble Commission for transmission of electricity. The term 'Transmit' or 'Transmission has been dealt in section 2(74) of the Electricity Act, 2003 as under:

(74) “transmit” means conveyance of electricity by means of transmission lines and the expression “transmission” shall be construed accordingly;

**Comment No. 6 :**

Section 86(1) also deals with the determination of tariff, inter alia for transmission. The word 'transmission' has to be given the same meaning as provided in section 2(74), namely, conveyance of electricity.

**Response of MPPTCL :** - *"Para 5 & 6 are Contents of these Para are a matter of record and needs no comments"*

**Comment No. 7 :**

In accordance with the above, the conveyance of electricity from the point of injection in the Intra State Transmission Network of MPPTCL to the Delivery Point, namely, Traction Substation of the railways is a necessary ingredient for considering the levy of transmission charges. The total transmission capacity of MPPTCL involves in the above conveyance of electricity from the Interconnection Point of CTU to the Traction Substation of Railways can only be considered for the purpose of levy of transmission charges.

**Response of MPPTCL :** *"As per Para 7 of the reply submitted by the Respondent No. 5 it has been contended by the Railways, that, total Transmission Capacity of MPPTCL involved in the conveyance of Electricity from the Inter-connection point of CTU to the Traction Sub-stations only can be considered for the purpose of levy of transmission charges. This contention of Railways is erroneous in concept and principle, as the Intra-State Transmission Capacity of MPPTCL actually used by Railways and hence involved in this transaction is the maximum amount of power transmitted to their Traction Sub-stations, i.e., maximum of aggregated average demand in any of the 15 minutes' time blocks (as per Energy Accounting practice / Regulations in vogue), during a billing period (a calendar month or even in a billing period different from a calendar month). The Intra-State Transmission System ought to be considered to be loaded to this extent for all technical, practical, regulatory and commercial purposes."*

**Comment No. 8 :**

It is respectfully submitted that the above levy is restricted to the quantum of 235 MW allocated capacity for which the Long Term Open Access had been given to the railways in accordance with the applicable provisions of the Electricity Act, 2003 and the Regulations notified by the Hon'ble Commission.

**Response of MPPTCL :** *"Further in response to Para 8, it is submitted that the Railways had been allocated a Transmission Capacity of 235 MW, for the period in question, as per*

*the agreement signed on 26.04.2017, which has been deemed to be reserved for them. Therefore, Railways is not within its right to assume and claim, that, under the Deviation & Settlement Mechanism in force, it was entitled to indefinitely and consistently draw power much in excess of the contracted transmission capacity of 235 MW without any notice or revision of contract to that effect. This continued act of violation by Railways should have been voluntarily curtailed by them in good time, or else, agreement for sufficient Transmission Capacity could have been executed by them to rule out the continued violations of the contract, provisions of the Transmission Tariff Order, General Grid Discipline, System Security Regulations & norms of System Operation.”*

**Comment No. 9:**

The above aspect, namely, that the railways have sought for and granted Open Access in regard to 235MW is admitted by the applicant and is also evidence by the fact that the Bulk Power Transmission Agreement has been signed as of date for the said quantum of 235MW. This is also clear from the reading of the petition filed by the applicant, namely, paragraphs 4 and 7.

**Response of MPPTCL :** *“The submission of Respondent WCR regarding Bulk Power Transmission Agreement of 235 MW entered into between MPPTCL and WCR is not denied. Further, it is also to be added that WCR has executed supplementary Transmission Agreement for another 35 MW making the total Contracted Capacity to 270 MW for existing 41 Nos. Traction Sub-stations.*

*However, it is submitted for consideration that the WCR till today has tied up for 229.60 MW of Power at Ex-bus (Power Plant) against which maximum possible schedule is 216 MW. In contravention to above, the Maximum Drawl has been recorded up to 276 MW. There is an urgent need to enhance the already Contracted Capacity of 270 MW to about 310 MW to cope up with the demand of upcoming Traction Sub-stations in the State of MP. Further, to streamline the process of Open Access to Railways in MP and for a pragmatic and judicious allocation of Transmission Capacity for determination of Tariff, Railways should intimate their tentative projected requirement for the next two to three financial year (w.e.f. 1<sup>st</sup> April of each year) and enter into a Supplementary Agreement in advance.*

**Comment No.10:**

In the context of the above, the railways are liable to pay transmission charges for the use of Intra State Transmission System of the applicant restricted to 235MW of allocated capacity for conveyance of electricity from the Interconnection Point of CTU-STU Network till the Traction Substation of the Railways.

**Response of MPPTCL :** *“Apropos to this Para, response of the Petitioner is same as that submitted in Para 7 above.”*

**Comment No.11:**

The allegation made by the applicant in regard to the increased utilization of the transmission system by the railways over and above 235MW relates to the drawl of electricity by railways at the point of connectivity to the traction substation under the Unscheduled Interchange (UI) Mechanism. In the case of such UI drawl, there cannot be said to be conveyance of power from any point of injection to the STU network till the point of drawl at the Traction Substation of the Railways. In fact, there is no such injection point. The electricity is drawn only at the Delivery point without there being a conveyance of electricity from the Interconnection Point of CTU/STU Network or any other point to the traction Substation within the scope of the definition of the term ‘Transmission’ under section 2(74) of the Electricity Act’ 2003. In the case of such drawl there being no conveyance of electricity, there can be no levy of transmission charges.

**Response of MPPTCL:** *“It is submitted that protracted excess drawl of power using the DSM mechanism is an act of violation of relevant Regulations. Further, in case of ambiguous source of supply and drawl through DSM mechanism it can be safely stated that the entire quantum of power is transmitted through State Grid only. As such, the Transmission Charges shall be applicable for the quantum of power required at drawl points added with applicable Transmission losses. It is affirmed that it is impossible to cater to this demand at the Various Traction Sub-stations without conveyance of Electricity through the State Transmission Network.*

*In addition to the above, it is to be reiterated that Transmission Charges are solely on MW capacity basis and not on energy i.e. disregarding conveyance of electric energy”.*

**Comment No.12:**

The drawl of electricity through UI mechanism at a Traction Substation are not governed by the provisions relating to the conveyance of electricity from a point to another point. These are governed by the provisions of the Deviation and Settlement Mechanism. Even the power drawn by the end-users including the railways under the UI Mechanism is not related to the power supplied by any particular generator or trader. It is the traction involving only the aspect of drawl with no reference to any other generator or trader and with no reference to any conveyance or transmission of power. Accordingly, the consequences provided under the Deviation and Settlement Mechanism at the Traction Substation can only be applied to the railways.

**Response of MPPTCL:** *“It is submitted that DSM is not a mechanism to be utilised for supply of additional load at traction substation points.”*

**Comment No. 13:**

Without prejudice to the above, it is submitted that the application filed by MPPTCL is contrary to the regulations notified by the Hon’ble Central Electricity Regulatory Commission and by this Hon’ble Commission.

**Response of MPPTCL :** *“It is submitted that continued over drawl by WCR is against the spirit of Regulations and Grid Discipline, besides being perversely violative of the contract and Regulations.”*

**Comment No.14:**

For the reasons mentioned herein above, the application filed and the prayer sought for are liable to be rejected. There is no merit whatsoever in the petition filed. The reliance placed by MPPTCL on the provision of Section 94 of the Electricity Act, 2003 or the regulations referred to in the application are not relevant to the matter in issue.

**Response of MPPTCL :** *“The Petition has been filed by MPPTCL under the inherent powers vested to the Hon’ble Commission under section 94(1) – f of Indian Electricity Act 2003, in conjunction with Clause No. 18.15 & 18.16, power to remove difficulties of MPERC (Terms & Conditions of Intra-State Open Access in Madhya Pradesh) Regulation, 2005 and in accordance with Section 44.1, 46.2 46.3 & 46.4 of Madhya Pradesh Electricity Regulatory Commission (Terms & Conditions for Determination of Transmission Tariff) (Revision – III) Regulations, 2015{RG – 28 (III) of 2015} dated 15.01.2016. The Hon’ble Commission has the jurisdiction to decide the matter as raised in the instant Petition. As such, the contention of WCR is not correct”.*

**Comment No.15:**

It is further submitted that on a further review of load requirement due to anticipated enhancement of load as well as upcoming new TSSs, the Respondent No.V has assessed a requirement of 255 MW and in a meeting held on 17.11.2017 with Government of Madhya Pradesh has agreed to increase the contracted power by 20MW. On such enhancement, the allocated capacity to Respondent No.V would be increased to 255MW and from such date, the Respondent No.V would pay the transmission charges for 255MW.

**Response of MPPTCL :** *“The Respondent WCR has accepted the facts that there is an urgent need to enhance their Transmission Capacity and arrange additional power to counter balance Over-Drawl and meet out the load of upcoming Traction Sub-stations.*



*It is submitted that although WCR has enhanced its transmission capacity to 270 MW from 18.12.2017 by executing supplementary Transmission Service Agreement, however their arrangement of power Ex-bus (Power Plant) remains at 229.60 MW against which maximum possible schedule is 216 MW only. The Respondent WCR has to make arrangement for about 310 MW of power to cope up with the demand of existing and upcoming Traction Sub-stations urgently.*

*It is, therefore, prayed that Hon'ble Commission may be pleased to take the instant submissions on record and be pleased to allow the instant Petition and grant the prayers in the interest of justice and for this act of kindness the petitioner shall ever duty bound pray. An affidavit regarding above submissions made is filed herewith As directed by Hon'ble Commission vide order dated 19.12.2017, a copy of 2<sup>nd</sup> supplementary Transmission Service Agreement (TSA) dated 18.12.2017 executed between MPPTCL and WCR is enclosed herewith."*

Month	Max. Power Scheduled(MW)	Max. Drawl(MW)	Maximum Over drawl or Deviation(MW)
1.	2.	3.	4.
March'17	222.67	253.27	61.91
April'17	224.84	262.32	67.77
May'17	217.61	244.24	139.27
June'17	217.11	267.75	72.01
July'17	216.82	274.79	78.55
Aug'17	216.47	270.28	78.72
Sept'17	216.03	267.50	74.34
Oct'17	216.35	273.59	90.03
Nov'17	219.75	275.80	180.56