

M.P. ELECTRICITY REGULATORY COMMISSION
BHOPAL

SUB: IN THE MATTER OF SALE OF POWER TO WESTERN REGION ELECTRICITY DISTRIBUTION COMPANY, FROM THE NON-CONVENTIONAL WIND FARM PLANT OWNED BY GI POWER CORPORATION LTD., AT VILLAGE RABADIA, DISTT. DEWAS

GI Power Corporation Ltd., Distt . Dewas - Petitioner

V/s.

M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore - Respondent

ORDER

(Passed on this day 21ST January 2008)

Shri Rajendra Shukla, Consultant appears on behalf of the Petitioner.

Shri D. K. Ojha, S.E. O/o CMD, West Zone appears on behalf of M.P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.

2. The petition is in the matter of sale of power to West Discom from the non-conventional wind farm plant owned by GI Power Corporation Ltd., at Village Rabadia, Distt. Dewas.

3. The petitioner has set up a Wind Farm comprising of 26 turbines of 230 KW each at Village Rabadia, Distt. Dewas, M.P. Earlier, the petitioner was supplying power to M/s Ranbaxy Ltd., to the tune of Rs. 83.5 Lacs as per the order of the MPERC dated 3rd May 2002. The balance power was sold to MPSEB as per the conditions of the agreement. The petitioner has further submitted that permission to supply of power to M/s Ranbaxy Laboratories Ltd., expired on 31st May 2007. Since then there is no third party sale. Hence, as per the Agreement, the petitioner may kindly be allowed to sell the total generation of power to the West Discom.

4. The respondent in its reply has submitted that the petitioner has entered into Power Purchase Agreement dated 19.01.1999. The Agreement is valid for a period of 12 years as per the clause 21 of the Agreement. The period of 5 years to supply power to third party ended on 31.05.2007. The petitioner vide letter dated 07.09.2007 for the first time has informed that they would like to sell the power generated by their wind farm in the months of June to August 2007 to the Discom. The Discom considered the letter as a notice of one month as per the Agreement and hence the energy fed into the system from 1.10.2007 was

considered as sale to the Discom. Again, the petitioner has requested vide letter dated 18.10.2007 indicating their intention of sale of power to West Discom w.e.f. 31.05.2007 onwards be treated automatically as sale to MPSEB. The petitioner was fully aware that the Agreement for sale to third party is going to expire on 31-05-2007 and he should have approached for sale of power to the utility prior to 31.05.2007. It is prayed by the respondent that the in-efficiency on part of the petitioner may not be considered and the power generated from 01.10.2007 may be considered as sale to utility. The generation during the period 01.06.07 to 30.09.07 fed into the system by the petitioner without any intimation and as such the licensee may not be burdened to pay the cost of such power.

5. The case is listed for hearing today. Having heard both the parties, the Commission is of the view that clause 7 of the Agreement is not applicable in this case. No intimation regarding sale of power to the respondent is required as per clause 15.1 of the Agreement. It is mentioned in the above clause that :

“monthly account of the electricity wheeled by the MPEB to the Company’s premises where captive consumption is made or to the third party shall be submitted by MPEB to the Company. In case, the energy wheeled by MPEB to third party (energy fed to the MPEB system minus 2% wheeling charges) is more than utilized by the third party, difference shall be credited to MPEB’s account and MPEB would pay to the Company for the difference at the rate of Rs. 2.25 per unit.”

6. The Commission asked petitioner any credit had been allowed in respect of M/s. Ranbaxy Laboratories Ltd, after 31st May 2007 and the respondent confirmed that no credit had been given after 31st May 2007.

7. On the grounds mentioned above, the Commission directs the respondent West Discom to purchase the power generated from petitioner’s wind farm as per the terms of the Agreement from 1st June 2007 to the balance period of the Agreement.

8. With the directions aforesaid, the Commission decides to close the case.

9. Ordered accordingly.

Sd/-
(R.Natarajan)
Member (Econ.)

Sd/-
(K. K. Garg)
Member (Engg.)

Sd/-
(Dr. J. L. Bose)
Chairman