

**MADHYA PRADESH ELECTRICITY REGULATORY COMMISSION, BHOPAL**

**Sub : Writ Petition No. 8238/2012 filed by M/s RDM Care India Pvt. Ltd., Jabalpur in Hon'ble High of MP.**

**ORDER**

**(Date of hearing 31<sup>st</sup> July, 2012)**

**(Date of order 3<sup>rd</sup> August, 2012)**

M/s RDM Care (India) Pvt. Ltd.,  
Through its Chief Executive Officer,  
Shri Malinder Singh,  
S/o Late Shri Sawan Singh,  
Office at Village Pariyat,  
Tehsil Panagar,  
Dist. Jabalpur (MP). - Petitioner

V/s

M.P.Power Management Co. Ltd.  
Shakti Bhawan, Rampur, Jabalpur - 482008. - Respondent No. 1

M.P.Poorv Kshetra Vidyut Vitaran Co. Ltd.,  
Shakti Bhawan, Rampur, Jabalpur - 482008. - Respondent No. 2

Shri Malinder Singh, CEO appeared on behalf of petitioner.

Shri M.P.Chincholkar, AGM (Comm.) appeared on behalf of Respondent No.1.

Smt. S.Dixit, EE appeared on behalf of Respondent No.2.

2. The Dy. Registrar (Judicial) vide letter No. O/DA8/WP 8238/12/Jabalpur dated 26.06.2012 sent a copy of order dated 18.06.2012 passed by the Hon'ble High Court in Writ Petition No. 8238/2012 for taking further necessary action as per the orders of Hon'ble High Court, Jabalpur.

3. M/s RDM Care (India) Pvt. Ltd. had installed a Biogas Generation Plant at Village Pariyat, District Jabalpur and Power Purchase Agreement (PPA) for the sale of generated units was executed with the then MP Power Trading Co. Ltd. (now MP Power Management Co. Ltd.), Jabalpur on 05.04.2010.

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4. MP Poorv Kshetra Vidyut Vitaran Co. Ltd., Jabalpur had sanctioned startup power for the above Biogas Power Plant at 33 KV on some terms and conditions. MP Poorv Kshetra Vidyut Vitaran Co. Ltd., Jabalpur was not made party to the PPA executed by MP Power Trading Co. Ltd. Also Poorv Kshetra Vidyut Vitaran Co. Ltd. had not sent the copy of sanction letter dated 04.08.2011 for start-up power to MP Power Trading Co. Ltd.

5. M/s RDM Care (India) Pvt. Ltd. submitted a representation dated 14.05.2012.

6. As per the orders of the Hon'ble High Court, the representation is to be decided within a period of 4 weeks from the date of production of certified copy of the order dated 18.06.2012. The copy of order was received in the Commission on 04.07.2012. The Hon'ble High Court has also directed that before passing any order on the representation, the Commission shall afford an opportunity of hearing to all the necessary parties and shall pass a speaking order.

7. Accordingly, notices were issued and the case was listed for hearing on 23.06.2012 which was adjourned and rescheduled on 31.07.2012.

8. During the hearing on 31.07.2012, the representative of the petitioner reiterated the contents of the writ petition and stated that the petitioner should not be billed for energy used by them as the same is to be adjusted against the energy supplied by them in terms of Clause 18 of the Power Purchase Agreement dated 05.04.2010.

9. During the hearing, the representative of respondent No.1 submitted that the PPA dated 05.04.2010 was executed as per the Model PPA approved by the Commission. Subsequently, the Respondent No.2 executed another agreement on 06.08.2011 for availing startup power by the petitioner. The petitioner was accordingly billed as per the terms and conditions of the agreement dated 06.08.2011.

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10. On hearing the petitioner and the respondents, the Commission has noted that the Clause 18 of power purchase agreement dated 05.04.2010 provides as under :

*“For accounting monthly energy fed to TRANSCO/EAST DISCOM Grid, total units generated by Biogas Generation Plant as recorded at the metering point by export meter would be compared with monthly energy supplied to the Company as recorded by import meter. The units recorded by export meter shall be adjusted against the consumption recorded by the import meter. In case energy supplied to the company in a particular month is more than the energy exported then excess energy supplied to the company shall be deemed to have been supplied by the MP Tradeco and shall be billed at applicable tariff (energy charges, duty and cess only) for temporary connection to industrial units as determined by the Commission from time to time. In case energy delivered to MP Tradeco is more than the energy supplied to the company in a particular month, then the excess energy supplied to the MP Tradeco shall be deemed to have been supplied by the company and shall be billed by the company at applicable tariff as determined by the Commission.”*

11. The Commission has also noted that the agreement dated 06.08.2011 includes a special clause based on tariff for startup power prescribed in the tariff order for FY 2010-11. The said Clause 18 of the power purchase agreement dated 05.04.2010 was not modified/deleted in special clause of the agreement dated 06.08.2011 and hence Clause 18 of the PPA dated 05.04.2010 continues to be in force and shall remain applicable. The Commission, therefore, directs the petitioner, respondents No.1 and 2 to act as per provision of Clause 18 of the PPA dated 05.04.2010 so far as energy charges are concerned. However, the petitioner shall be liable to pay fixed charges as per the provisions of special clause of the agreement dated 06.08.2011 read with provisions of tariff orders applicable for respective years.

12. With the above directions, the petition stands disposed of.

Ordered accordingly,

sd/-  
**(C.S.Sharma)**  
**Member**

sd/-  
**(Rakesh Sahni)**  
**Chairman**