Before the
MAHARASHTRA ELECTRICITY REGULATORY COMMISSION
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Case No. 161 of 2020

Petition of Siddhayu Ayurvedic Research Foundation Pvt. Ltd. and Peethambra Granites Pvt. Ltd. seeking relaxation in the Banking provisions for the month of April, 2020 on account of unforeseen conditions of nationwide lockdown due to COVID-19 Outbreak

Coram

I. M. Bohari, Member
Mukesh Khullar, Member

1. Siddhayu Ayurvedic Research Foundation Pvt. Ltd.
2. Peethambra Granites Pvt. Ltd. ......Petitioners

V/s

Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL) …. Respondent

Appearance:

For the Petitioners : Shri Matrugupta Mishra (Adv.)

For MSEDCL : Shri Harinder Toor (Adv.)

ORDER

Dated: 23 December 2020

1. Siddhayu Ayurvedic Research Foundation Pvt. Ltd. (**Siddhayu/Petitioner No.1**) and Peethambra Granites Pvt. Ltd. (**Peethambara/Petitioner No.2)** have filed a Case under Sections 86(1)(e) of the Electricity Act 2003 (**EA**) read with Regulations 39 of the MERC (Distribution Open Access)(First Amendment) Regulations, 2019 (**DOA Amendment Regulations**) and Regulations 92, 93 and 94 of the MERC (Conduct of Business) Regulations, 2004 (**CBR Regulations**) seeking relaxation of the provisions of "Banking" as a "Transitory/Temporary Change" for the month of April 2020 on account of unforeseen conditions of nationwide lockdown due to COVID-19 outbreak. The Petitioners have requested that by relaxing the Banking provision for April 2020, the

Petitioners' units banked with Maharashtra State Electricity Distribution Co. Ltd (**MSEDCL**) in the month of April 2020 may be adjusted in the month of July 2020 for Petitioner No. 1 and in the month of August 2020 for Petitioner No. 2. In the alternative, the Petitioners have sought the directions to MSEDCL for purchasing the surplus/entire banked energy in excess of the 10% limit for the month of April 2020.

2. **Petitioners' main prayers are as follows:**.

   a. *Hold and declare that 1st phase and 2nd phase of nationwide lockdown imposed by the Government of India in view of "Covid-19" is a "unforeseen condition";*

   b. *Relax the provisions of "Banking" as a "Transitory/Temporary Change" in the specific facts and circumstances of the present matter and allow adjustment of Petitioner's units banked in the month of April, 2020 in consumers bills to be adjusted in the month of July, 2020 for Petitioner No. 1 and for the month of August for Petitioner No.2; and/or in the alternative;*

   c. *Direct MSEDCL to purchase the surplus/entire banked energy in excess of the 10% limit for the month of April, 2020 on account of "unforeseen conditions" which in the present circumstance is 1st phase and 2nd phase of nationwide lockdown imposed by the Government of India in view of "Covid-19", and direct payment of the same at APPC rate or any other rate as this Hon'ble Commission deems fit and proper.*

   d. *All other just and equitable reliefs be granted to the petitioners for the effective adjudication of this case.*

3. **Petitioners have stated as follows:**

3.1 Petitioner No.1 and Petitioner No.2 are Wind Generators who have set up wind generating units of installed capacity of 12.85 MW and 2.5 MW respectively at Nandurbar District.

3.2 The Petitioner No. 1 and Petitioner No. 2 applied for Open Access (**OA**) for the month of April 2020 for supplying power to Mahindra CIE Automotive Ltd. (**OA consumer**) and same was granted by MSEDCL on 31 March 2020.

3.3 On 24 March 2020, the Government of India (**GOI**) declared a nationwide lockdown for a period of 21 days in view of the Covid19 Pandemic. The said nationwide lockdown was supposed to last till 14 April 2020.

3.4 The Petitioners being hopeful that after 14 April 2020, the lockdown would be withdrawn and its OA consumer would be able to consume power under OA, chose to remain under OA with the same consumer.

3.5 However, the GOI declared a second phase of lockdown from 14 April 2020 till 3 May 2020. The OA consumer with which the Petitioners were tied up, was not able to consume contracted power during the said lockdown phase and almost entire energy injected by Petitioners' plants got banked which was supplied in the month of April 2020.

3.6 The OA consumers expressed their inability to consume OA power on account of nationwide lockdown. Hence, considering the fact that the present set of OA consumers

would not be able to consume power under OA for the month of May, June and July 2020, the Petitioners applied for OA for the month of May and June 2020 (for Petitioner No.1) and May, June and July 2020 (for Petitioner No.2) by changing its OA consumers who were in a position to consume power even during the period of lockdown.

3.7 Subsequently, after the end of second lockdown, i.e., 3 May 2020, the GOI and State of Maharashtra started relaxing/easing various restrictions imposed during the said phase of lockdown and permitted operation of certain industrial and commercial activities.

3.8 In view of phase-wise relaxations/easing of restrictions, coming into effect post 3 May 2020, the original OA consumer (Mahindra CIE Automotive) of the Petitioners to whom the Petitioners supplied power in the month of April 2020, once again expressed its desire to start consuming power under OA from the month of July and August 2020 respectively.

3.9 Hence, the Petitioner No. 1 and 2 applied for OA for the month of July 2020 and August 2020 respectively with the same OA consumer to whom they supplied power in the month of April 2020.

3.10 There is no dispute w.r.t. adjustment of energy for the month of May and June 2020 for Petitioner No. 1 and no dispute w.r.t. adjustment of energy for the month of May, June and July, 2020 for Petitioner No.2. The only dispensation which the Petitioners are seeking is w.r.t adjustment of entire banked energy for the month of April 2020 in the month of July 2020 and August 2020 for Petitioner No. 1 and Petitioner No, 2 respectively, as the same set of consumers were supplied power for those months by the same generators.

3.11 The Commission recognizing that Covid-19 is an unforeseen condition which has adversely affected the entire electricity sector, i.e., consumers, generators and Distribution Licensees has already granted several "Transitory/Temporary" reliefs and dispensations in several existing Regulations to create an equitable and level playing field for all stakeholders.

3.12 DOA Regulations are balancing Regulations under normal circumstances. However, during the "Covid-19" pandemic and specifically during the 1st phase and 2nd phase of nationwide lockdown (which is certainly an "unforeseen condition"), the provision of Banking in the DOA Regulations has acted as an unbalancing provision by creating a situation for MSEDCL to make windfall gains at the behest of RE generators and OA consumers.

3.13 MSEDCL is the beneficiary of entire banked power which is a result of 1st phase and 2nd phase of nationwide lockdown and on account of operation of the provision of "Banking" in the DOA Amendment Regulations during the said period without modification/relaxation. Hence, the Commission should take cognizance of the said fact and balance the provision of "Banking" during the time of 1st phase and 2nd phase of nationwide lockdown imposed by the GOI.

3.14 The Commission in the past proceedings (i.e. Case No. 92 of 2020 and 93 of 2020) has righty rejected the claim of adjustment of the banked units of FY 2019-20 and FY 2020-21 till the end of FY 2021-22. However, the present case seeks no such dispensation.

Rather, it seeks a dispensation based on specific facts and for a specific period of one month i.e. April 2020. There is no claim in the present Petition to give yearly banking facility as was the main claim in the Case No. 92 of 2020 and 93 of 2020.

3.15 The Commission in Case No. 92 of 2020 has relied upon Judgment dated 20 September 2012 passed by the Hon'ble Appellate Tribunal for Electricity (**ATE**) while rejecting the prayers therein and rightly so. However, the aforesaid Judgment is squarely applicable to the present Case.

3.16 The present Case is a fit case to exercise the power to relax, as non-exercise of the same would lead to injustice to the Petitioners and accrue windfall gains to MSEDCL which at the very first place was never supposed to get such huge quantity of un-adjusted banked power under normal circumstances. The law has to account and modify itself as per "unforeseen conditions" and it cannot be oblivious to realities and situations on the ground.

3.17 The Commission in Order in Case No. 92 of 2020 has held as under:

> *38 The Wind Tariff Order further stated that under force majeure conditions, surplus energy in excess of 10% may be purchased by the Distribution Licensee, however, this does not provide that the entire generated power can be banked in the force majeure conditions. Further, the Order provides that in "Force Majeure" conditions, more than 10% of banked energy could be purchased by MSEDCL at APPC rate. However, the said fact is neither the case nor the Prayer which is pleaded by IWPA.*

3.18 Hence, while deciding the Case No. 92 of 2020, it is quite clear that the Commission has not dealt with the issue of clause 1.6.10 of the Order dated 24 November 2003 passed by the Commission in Case No. 17 (3), 3, 4 & 5 of 2002 (**Wind Tariff Order**) which is being pleaded in the present Petition as an alternate relief.

3.19 The clause 1.6.10 of Wind Tariff Order mandates MSEDCL to purchase surplus energy at the end of the year in excess of the 10% limit specified at a rate equivalent to the weighted average fuel cost for the year as determined by the Commission in the Tariff Order during "unforeseen conditions". The 1st phase and 2nd phase of nationwide lockdown are surely "unforeseen conditions" and as such the said dispensation shall be made applicable.

3.20 The DOA Amendment Regulations mandate monthly "Banking" meaning thereby that the dispensation provided under clause 1.6.10 of the Wind Tariff Order stands modified to purchase of entire "Banked" energy on monthly basis in "unforeseen conditions". The Petitioners are claiming the said reliefs as an alternate relief vide the present Petition.

3.21 Non-exercise of inherent and unfettered powers as vested with the Commission especially during the time of 1st phase and 2nd phase of nationwide lockdown would unjustly enrich MSEDCL by way of operation of a Regulation which was meant for operation in normal times and not during "unforeseen condition" as "unforeseen condition" calls for unforeseen steps to be taken to mitigate the negative impact. Justice, equity and fair play demands that the Commission considers the prayers of the Petitioners to create an equitable and level playing field for all stakeholders.

3.22 It is a matter of fact that 1st phase and 2nd phase of nationwide lockdown were imposed by the GOI for entire country in phases and in a very uncertain manner. Hence neither the Petitioners nor its OA consumers knew that the lockdown would be for the entire month of April 2020 and hence the Petitioners cannot be penalized for such uncertain period.

3.23 The Petitioners have taken all steps to mitigate the "unforeseen conditions" by selling its power to other OA consumers for the month of May, June and July, 2020 respectively. However, for the month of April 2020, no such mitigation could have been done as there was no certainty about the nationwide lockdown to continue for the entire month of April 2020.

3.24 MSEDCL has purchased power on short term basis from all Wind Generators @ Rs. 2.52 per unit during the pandemic. It would not burden in any manner whatsoever, if MSEDCL is asked to purchase the entire banked power as per clause 1.6.10 of the Wind Tariff Order. This would not only ensure equity and fair play in these difficult times but would also ensure that MSEDCL utilizes the power of the Petitioners towards fulfillment of RPO for which MSEDCL has no good track record in the past.

4. **MSEDCL, in its reply dated 18 September 2020, stated as under:**

4.1 The Wind Tariff Order states that a generator cannot bank excess energy more than 10% of generation from the plant "At any point in time".

4.2 The Commission in the Wind Tariff Order clarified that "Banking" as a concept has been provided considering the unique and in-firm nature of Wind and Solar Energy. Once OA has been approved, then it is the prerogative of OA consumer to consume power under OA in accordance with applicable Regulations.

4.3 The issue in present Petition has already been decided by the Commission in its Order dated 4 July 2020 in Case No. 92 of 2020 and Order dated 8 July 2020 in Case No. 93 of 2020. The Commission vide its Order dated 4 July 2020 in Case No. 92 of 2020 has held that *Commission is not inclined to accept the contentions of IWPA as regards the extension of the banking period provided under Regulation 20.3 of DOA Regulations, 2016 and permitting adjustment of the banked units of FY 2019-20 and FY 2020-21 till the end of FY 2021-22.*

4.4 Following the above dispensation, the Commission vide its Order dated 8 July 2020 in Case No. 93 of 2020, has also rejected identical prayer on the issue of seeking relaxation in "Banking".

4.5 The Commission is requested to deal with the present issue in line with its ruling in Case No. 92 of 2020 and 93 of 2020.

4.6 DOA Amendment Regulations provide that the un-utilized banked energy at the end of the month, limited to 10% of the actual total generation by such Renewable Energy generator in such month, shall be considered as deemed purchase by the Distribution Licensee at a rate equivalent to that stipulated under yearly Generic RE Tariff Order applicable for respective technology.

4.7 MSEDCL shall adhere to the above provisions of the Regulations qua the Petitioners and

shall purchase the 10% banked energy as mandated under the above provisions.

4.8 The Commission is requested to dismiss the present Petition being devoid of any merit.

5. **At the e-hearing through video conferencing held on 25 November 2020:**

5.1 Advocate appearing for the Petitioners re-iterated their submissions as made out in the Petition and further stated that the Petitions in Case No. 92 of 2020 and 93 of 2020 were different, wherein three years' banking was sought. In present Case, the Petitioners are seeking relaxation for only a period of three months for the energy injected into the grid in April 2020.

5.2 Advocate of MSEDCL re-iterated its submissions as made out in the reply and further stated that:

i. Considering lockdown situation, the Petitioners should have surrendered their April 2020 STOA permission. However, they chose to continue under OA.

ii. Regulation 11.9 of DOA Regulations stipulates that if the OA consumer is unable to utilize, for more than four hours, the full or a substantial part of its allocated capacity, it shall inform the Nodal Agency, and may surrender the use of such capacity. The surplus capacity becoming available as a result of such surrender or reduction or cancellation of capacity may be allocated to any other Short Term OA applicant.

iii. OA Agreement for use of the Distribution System of a Distribution Licensee exists between the Distribution Licensee and the OA applicant in case of Medium and Long Term OA. Present case being Short Term OA, there exists no agreement in present case.

iv. As per Regulation 33.1 of DOA Regulations 2016, in case of Force Majeure events, the Distribution Licensees are relieved from the obligations of granting connectivity and providing its consent to OA. Also, Regulation 33.2 of DOA Regulations 2016 provide that the Distribution Licensee is not liable for any loss or obligations due to the occurrence of Force Majeure events.

v. DOA Amendment Regulations define banking as the surplus Renewable Energy injected in the grid and credited with the Distribution Licensee after set-off with consumption in the same Time of Day slot. In present case, the consumer has refused to take power and therefore there is no consumption and no surplus. Hence, the banked energy being sought by the Petitioners to be adjusted in month of July and August 2020 cannot be treated as "Banked Energy".

vi. The Regulation 39 of the DOA Amendment Regulations for exemption of the Regulation can only be exercised only when the Regulations cannot be implemented.

vii. Under Section 86(1)(e) of EA, the Commission has already notified the Regulations for promoting co-generation and generation of electricity from renewable sources of energy and for specifying the minimum percentage of purchase of electricity by the Distribution Licensees. Regulation 92 of CBR

Regulations provides that the Commission has inherent Powers to pass Orders as may be necessary for meeting the ends of justice or to prevent the abuse of the process of the Commission. However, it can be invoked only when there are no provisions/Regulations to do so. Also, the existing provisions/Regulations cannot be ignored while doing do.

viii. Regulation 93 of CBR Regulations provide that Commission may adopt a procedure, including summary procedures, which is at variance with any of the provisions of CBR Regulations, but in conformity with the provisions of the EA, if the Commission, in view of the special circumstance of the matter, deems it necessary so while dealing with such a matter or class of matters. However, in present case, the prayers made by the Petitioners are not in conformity with the EA.

ix. Under Regulation 94 of CBR Regulations, the Commission may deal with any matter or exercise any power under the EA for which no Regulations have been framed, and the Commission may deal with such matters, powers and functions in a manner it thinks fit. However, the relevant Regulations are already in place for dealing with issue in present Petition and therefore Regulation 94 need not be invoked in present Case.

x. Regarding prayer of Petitioners for purchase of banked energy as per Wind tariff Order, it is stated that the Wind Tariff Order is not applicable in the instant case as Wind Tariff Order is only applicable for the project commissioned upto year 2007 under the Electricity Regulatory Commission Act, 1998 (the ERC Act, 1998) and the present Wind project was commissioned in 2010.

xi. The Petitioners had the option to sell their electricity on MSEDCL's online portal which was made available by MSEDCL as early as on 27 March 2020 considering the "must run" status of Wind generators.

5.3 Responding to MSEDCL's contention, the Advocate of Petitioners stated that:

i. The Petitioners did not have the ability to divert their power in April 2020, by surrendering the OA for this month.

ii. If MSEDCL's contentions are to be accepted, there cannot be any case of relaxation of Regulations.

iii. Injection of electricity by the Petitioner's plants in April 2020 has not created any disturbance in the grid and the power injected has been used by MSEDCL.

Commission's Analysis and Ruling:

6. Through the present Petition, the Petitioners have raised the issue of treatment of the Units injected by the Petitioners' wind generating plants in April 2020 vis-à-vis the provisions of "Banking" as provided under the DOA Amendment Regulations. According to the Petitioners, this energy got banked with MSEDCL due to inability of the OA consumer to consume the same on account of unforeseen condition of nationwide lockdown. As per the Petitioners, theirs is a fit case for relaxation of Regulation related to "Banking" and that the energy injected in April 2020 should be adjusted in the month

of July and August 2020 for Petitioner No. 1 and Petitioner No.2 respectively. The Petitioners have also made an alternate prayer seeking a direction to MSEDCL for purchasing the surplus/entire banked energy in excess of the 10% limit for the month of April 2020 by MSEDCL.

7. MSEDCL has opposed the Petition stating that the issue in the present Petition has been covered in Case No. 92 and 93 of 2020 and ruling of the Commission in that Cases would be applicable to the present Petition. MSEDCL has also stated that considering lockdown situation, OA consumer had the option of surrendering the OA permission and the Petitioners also could have exercised the option of selling their electricity on the MSEDCL's online portal. However, the OA consumer chose to continue under OA. It is also an argument of MSEDCL that as per DOA Regulations, the energy which Petitioners has sought to be adjusted is not the banked energy as banking is only for surplus energy after set-off against the consumption by the OA consumer.

8. Considering the rival contentions of the Parties, it is relevant to examine the provisions related to Banking as provided in the Wind Tariff Order and also as provided in the DOA Amendment Regulations.

9. The Wind Tariff Order has explained the concept of Banking wherein any surplus energy after self-use and/or third-party sale may be banked with the Distribution Licensee for certain period (for one year as per the Wind Tariff Order and for one month as per the DOA amendment Regulations). In present case, the Petitioners are seeking the treatment of entire energy (or significant percentage of it, if not entire) injected by their wind generating plants in April 2020 as banked energy. However, in absence of any consumption at other end of OA consumer, the entire contracted generation cannot be treated under banking since the banking was envisaged as the surplus energy after self-use and/or third-party sale.

10. Further, as per the DOA Amendment Regulations, the Banking has been defined as under:

> *"(4) "Banking" means the surplus Renewable Energy injected in the grid and credited with the Distribution Licensee* ***after set off with consumption in the same Time of Day slot as specified in Regulation 20;****"*

11. Hence, the energy which is surplus after setting-off the generated units with the consumption can only be considered as banked energy and entire generated energy injected into grid without corresponding consumption cannot be treated as banked energy. Banking is meant for adjustment of variations in Wind generations only on margin and if entire generation is allowed to be treated as banked energy, it would be inconsistent with the banking concept envisaged under the Wind Tariff Order and the DOA Amendment Regulations.

12. On the Petitioners' prayers for seeking relaxation in the Banking provisions as a "Transitory/Temporary Change" and for allowing adjustment of Petitioner's units in the month of July and August 2020, the Commission notes that the Petitioners have highlighted the lockdown ordered by the Government of India in Phase I and Phase II and as per the Petitioners, it was an unforeseen situation and therefore the Commission

should consider relaxation in the Regulations. However, the Commission notes that the situation had adverse impact on MSEDCL and other Distribution Licensees as well, with their revenue going down significantly due to reduction in consumption, continued liability of Fixed cost of contracted power and also due to reduction in collection of billed energy.

13. The Commission further notes that inspite of nation-wide lockdown ordered by the Government of India on 24 March 2020, the Petitioners presumed that after 14 April 2020, the lockdown would be lifted and its OA consumer would be able to consume power. Therefore, the Petitioners chose to remain under OA with the same consumer. It clearly shows that the decision taken by the Petitioners to continue to be under OA was a commercial decision with some presumptions that everything would shortly be normal and there would be off-take of energy from their plants after 14 April 2020. Their assumptions while deciding the continuation of OA did not work for the Petitioners and did not give them the intended results, however that does not mean that the Petitioners are entitled to get it corrected/offset by way of relaxation in the Regulations on post facto basis due to their commercial loss. The Petitioners have taken a risk and now on post facto basis, it cannot seek to pass on the loss on account of the risk taken by it on to the Distribution Licensee and its consumers.

14. It is true that the Commission has taken certain steps so as to balance the interests of the stake holders (Distribution Licensees and the Consumers) for mitigating the effects of lockdown. However, these steps were given in view of the reduced industrial and commercial activities. In the present Case, the Commission notes that the Petitioners, inspite of being aware of lockdown situation, continued under OA for April 2020 and injected energy into the grid without corresponding consumption at the consumer's end. In absence of any consumption /drawal from the OA consumer, this RE generation is unwanted from grid point of view and as held by the Hon'ble ATE in its Judgment dated 16 May 2011 in M/s Indo Rama Synthetics Vs MERC, an unwanted generation can jeopardize the security of the grid and hence should not be allowed.

15. The Petitioner has stated that the Judgment dated 20 September 2012 passed by the Hon'ble ATE in Appeal No. 189 of 2011 is squarely applicable to the present Case and it is a fit case to exercise the power to relax. In this context, the Commission notes that the Hon'ble ATE in the aforesaid Judgement has enumerated the principles relating to the exercise of power of relaxation. The relevant extract is as follows:

> *"29. The principles relating to the exercise of power of relaxation laid down in the above decisions referred to above are as follows:*
>
> *(a) The Regulation gives judicial discretion to the Commissions to relax norms based on the circumstances of the case. Such a case has to be one of those exceptions to the general rule. There has to be sufficient reason to justify relaxation which has to be exercised only in the exceptional case where non-exercise of the discretion would cause hardship and injustice to a party.*

(b) If there is a power to relax the regulation, the power must be exercised reasonably and fairly. It cannot be exercised arbitrarily to favour some party and to disfavour some other party.

(c) The party who claims relaxation of the norms shall adduce valid reasons to establish to the State Commission that it is a fit case to exercise its power to relax such Regulation. In the absence of valid reasons, the State Commission cannot relax the norms for mere asking. …"

16. Thus, the power to relax can be exercised only in exceptional case where there is likely hardship and injustice to a party if such power is not exercised. The Commission is of the view that present case does not fulfil these criteria as the Petitioners, inspite of being aware of present circumstances and the requirements laid down under DOA Regulations, have taken a conscious call to continue under the OA for April 2020. Hardship, if any happening to the Petitioners, is purely on account of their own actions and same cannot be attributed to the provisions of Regulations. Further, the power to relax Regulations cannot be exercised arbitrarily in favour of some party while disfavouring some other party. Hence, the prayer of the Petitioners seeking relaxation in the provisions of "Banking" as a "Transitory/Temporary Change" and seeking adjustment of Petitioner's entire generated units as banked with distribution licensee in the month of April, 2020 cannot be granted.

17. The Petitioners have also made an alternate prayer for seeking directions to MSEDCL for purchasing the surplus/entire banked energy in excess of the 10% limit for the month of April 2020 and for payment of the same at APPC rate or any other rate. In this context, the Commission notes that the Wind Tariff Order stated that under force majeure conditions, surplus energy in excess of 10% may be purchased by the Distribution Licensee, however, this does not provide that the entire generated power can be banked in the force majeure conditions.

18. The Commission further notes that as per the DOA Amendment Regulations, the unutilized banked energy at the end of the month, limited to 10% of the actual total generation by such Renewable Energy generator in such month, is considered as deemed purchase by the Distribution Licensee at a rate equivalent to that stipulated under yearly Generic RE Tariff Order applicable for respective technology. There is no provision in the DOA Amendment Regulations for purchase of energy in excess of 10% in case of unforeseen conditions or Force Majeure events. The Petitioners have attempted to link the provisions of the Wind Tariff Order and the DOA Amendment Regulations to claim that the DOA Amendment Regulations mandate monthly "Banking" meaning thereby that the dispensation provided under the Wind Tariff Order for purchase of energy by the Distribution Licensee in excess of 10% under Forced Majeure events stands modified to purchase of entire "Banked" energy on monthly basis in "unforeseen conditions". However, the Commission is of the view that there is no explicit provision under the DOA Amendment Regulations for mandating the Distribution Licensees to purchase energy in excess of 10% of the generation in case of unforeseen conditions or Force Majeure events. Hence, the Commission does not find merit in the prayer of the Petitioners to direct MSEDCL for purchasing the surplus/entire banked energy in excess

of the 10% limit for the month of April, 2020 and direct payment of the same at APPC rate or any other rate.

19. Hence the following Order:

ORDER

Case No. 161 of 2020 is dismissed.

Sd/-	Sd/-
(Mukesh Khullar)	**(I. M. Bohari)**
Member	**Member**