



Delhi Electricity Regulatory Commission

Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi – 110017.

No. F.11(1374)/DERC/2015-16/5213

Petition No. 29/2016

In the matter of : **Petition u/S 86(1) (f) of the Electricity Act, 2003 filed by Timarpur Okhla Waste Management Company Ltd. (TOWMCL).**

M/s Timarpur-Okhla Waste Management Co. Ltd.Petitioner

Vs.

M/s BSES Rajdhani Power Ltd. & Ors.Respondent/1

State Load Despatch CenterRespondent/2

Coram:

Hon'ble Shri Justice S S Chauhan, Chairperson

Hon'ble Dr. A. K. Ambasht, Member

Appearance:

1. Ms Shefali Tripathi, Adv., TOWMCL
2. Mr. Buddy Ranganadhan, Adv., BRPL
3. Ms. Surbhi Sachwani, Adv. SLDC

ORDER

(Date of Order: 24.06.2021)

1. The present Petition has been filed by Timarpur Okhla Waste Management Company Ltd. ("Petitioner") under Section 86(1)(f) of the Electricity Act, 2003 ("Act") seeking adjudication of various disputes arising out of the Energy Purchase Agreement dated 20.01.2010 read with the amendment dated 27.07.2011 ("EPA") executed between the Petitioner and BSES Rajdhani Power Limited i.e. the Respondent No. 1 ("BRPL/Respondent No. 1").
2. The Petitioner has prayed following reliefs:
 - 2.1 Direct the Respondent No. 1, for opening the LC immediately in terms of the power purchase agreement executed dated 20.01.2010 and amendment 27.07.2011 between petitioner and Respondent No. 1.
 - 2.2 Direct the Respondent No. 1, to make the payment of late surcharge along with the interests @18% p.a from the due date as submitted with the Respondent.

WEAR FACE MASK WASH HANDS REGULARLY MAINTAIN SOCIAL DISTANCING

- 2.3 Direct the Respondent No. 1 to refund the wheeling charges which have already been paid to the Respondent No. 1, for which the Respondent No. 1 is not legally eligible as mentioned above, since it is a renewable energy, which has already been exempted by this Commission itself.
- 2.4 Direct the Respondent No. 1 to compensate the losses which the petitioner has suffered due to tripping of the plant because of the fault of the Respondent No. 1 and the quantum of the same has been identified by the petitioner on various dates and occasions, when it has occurred.

3. **Brief Facts**

- 3.1 There are various issues of dispute which have arisen between the Petitioner and Respondent No. 1 in relation to compliance of terms and conditions of the EPA read with amended EPA which are given herein below;
 - 3.2 The Respondent No. 1 has violated the numerous terms and conditions of the Energy Purchase Agreement dated 20.01.2010 and amendment dated 27.07.2011 particularly most important of non-opening of the LC, which is contractual obligation of the Respondent No. 1, as provided in Clause No. 5.1.
 - 3.3 The Respondent No. 1, has failed in making the payment of the late surcharge in terms of the clause No. 5.5 of the Energy Purchase Agreement.
 - 3.4 The Respondent No. 1 has violated the DERC Order dated 24.12.2013 and its amendment dated 18.05.2015, vide which RE generating company have been exempted from payment of wheeling charges, vide clause No. 12(2)viii.
 - 3.5 The Generating Company has suffered Deemed Generation Loss of the power which has resulted in the financial loss to the Petitioner for which the Respondent No. 1 is exclusively liable.
4. As per Energy Purchase Agreement dated 20.01.2010 and amendment dated 27.07.2011 executed between the Petitioner Company and the Respondent No. 1, 50% of power being generated by the Petitioner company to the tune of 60 MU per year from 16MW plant, is being sold to the Respondent No. 1. The terms and conditions mentioned in the said Energy Purchase Agreement are binding upon both the parties till the validity of the said agreement, i.e. 25 years from the date of COD.

5. The State Load Dispatch Centre i.e. Respondent No. 2 ("SLDC/Respondent No. 2") has submitted that;
- i) the instant petition is not maintainable against Respondent No. 2 (i.e., SLDC) since the directions sought for in the petition are against the Respondent No. 1 alone;
 - ii) that the issues arising out of EPA signed between the Petitioner and Respondent No. 1, are, in no manner, concerned with SLDC; and
 - iii) power was sold by the Petitioner under short term open access whereas Unscheduled Interchange ("UI") provision of Indian Electricity Grid Code, 2010 applied for long term/medium term arrangements, therefore, the claim of the Petitioner regarding UI implication is not sustainable.

ISSUE WISE ANALYSIS

6. LC Opening issue

Petitioner's Submission

- 6.1 The Petitioner submits that there were various terms and conditions to be complied by both the Parties respectively, wherein the Respondent No. 1 was to particularly comply with the Clause No. 5.10 of the said Agreement which reads as under: -

Clause 5.10.1 "BRPL shall provide to Generating Company an unconditional, revolving and irrevocable Letter of Credit (hereinafter referred to as "LC"), which shall be drawn in favour of Generating Company in accordance with this agreement. LC shall be provided from a Scheduled Bank in format acceptable to the Generating Company. Notwithstanding anything to the contrary stated above, LC would revolve and the amount negotiated under the LC would be reinstated to the original upon funding of the prior withdrawal, if any, under LC, either directly by BRPL or through the Escrow Agreement.

Clause 5.10.2 The LC opening and maintenance charges shall be borne by the procurer. The LC shall cover the average Monthly Billing for units indicated in the supply scheduled furnished under Clause 4 above for the particular calendar quarter. The LC shall be updated by 5th working day of the calendar quarter.

- 6.2 It is further submitted that the petitioner has requested the respondent No. 1 for opening of the above said LC from the day one, which is also a material obligation on the part of the Respondent No. 1. However, it did not open the

said LC till date, despite that a number of oral and written requests have been made to the respondent for doing the needful. But the Respondent No. 1 has not been paid any heed to this effect and has simply ignored without any rhyme and reason.

Respondent's Submissions (BRPL)

- 6.3 Letter of Credit "LC" is a part of the EPA and is only a directory requirement, not a mandatory requirement.
- 6.4 On a conjoint reading of Clause 5.10.1 and Clause 5.6 and 5.7 of the EPA, it is clear that an LC is required only as a security mechanism and not for the purposes of payment.
- 6.5 Clause 5.7 and Clause 5.9 of the EPA provide that in the event a bill is disputed, the procurer i.e. Respondent No. 1 will have to pay 100% amount of the disputed bill and refer the dispute for arbitration in terms of Clause 22 of the EPA. Therefore, there is no requirement for opening a letter of credit.
- 6.6 Currently, no payment is outstanding to the Petitioner.
- 6.7 Respondent No. 1 has agreed to give weekly advance/weekly LC on best effort basis.

Respondent's Submissions (SLDC)

- 6.8 The Order dated 23.06.2020 issued by Ministry of Power ("MOP Order") is not applicable on the State Owned Generating Stations.

Commission Analysis

- 6.9 The submissions of Ld. Counsel for Petitioner and for Respondent No. 1 have been considered. As per clause 5.10.1 of EPA dated 20.01.2010, it was mandatory for BRPL, Respondent No. 1 to provide unconditional, revolving and irrevocable Letter of Credit ("LC") in favour of the Petitioner. The BRPL, Respondent No. 1, in its reply dated 23.03.2021, has mentioned to provide weekly LC/Advance. However, as per clause 5.10.2 of EPA dated 20.01.2010 and amendment dated 27.07.2011, *LC shall cover average Monthly Billing for the units* which is not possible if weekly LC is provided by BRPL, Respondent No. 1. The Ministry of Power ("MOP") vide Order dated 23.06.2020 and amendment/clarifications thereto, mandated DISCOMs to maintain LC as payment security mechanism to buy power as per Energy Purchase

Agreement executed between Generators and DISCOMs. The relevant part of the Order is stated herein below:

“4.0 The Power Purchase Agreement have the provision regarding maintenance of adequate Payment Security Mechanism mainly in the form of Letters of Credit by the Distribution Licensees/Procurers of Power. A robust Payment Security System requires adequacy and validity of Letter of Credit to cover the payments due on account of drawal of power.”

6.10 The Opening of LC is not optional but mandatory under the provisions of EPA dated 20.01.2010 and amendment dated 27.07.2011 and MOP Order dated 23.06.2020. Therefore, the submissions of Ld. Counsel for Respondent No. 1 to the effect that opening of LC, is only a directory requirement and not a mandatory requirement, is not acceptable. It has been well settled vide catena of judgements of Hon'ble Supreme Court and High Courts that parties to the contract are bound to honour the terms of contract. Therefore, Respondent No. 1 has to honour the terms of the EPA dated 20.01.2010 and amendment dated 27.07.2011.

6.11 In view of the above reasons, it is held that Respondent No. 1, shall open LC in terms of EPA dated 20.01.2010 and amendment dated 27.07.2011 in favour of Petitioner and as such this issue is decided in favour of Petitioner.

7. **Non-payment of Late Payment Surcharge (LPSC)**

Petitioner's Submissions

7.1 It is submitted that in terms of Clause 5.4 and 5.5 of the EPA, Respondent No. 1 is obligated to make full payments against the monthly bills within 30 days of the receipt of the bills. It is evident that if the bill is not paid within the prescribed time, the same will invite a surcharge of 2% per month on the billed amount.

7.2 It is further submitted that Respondent No. 1 has issued a reconciled statement to the Petitioner for the quarter ending on 31.12.2020, whereby, Respondent No. 1 has cleared the outstanding dues of Rs. 35,85,006/- towards late payment surcharge due from January, 2012 – March, 2015. However, Respondent No. 1 has not paid the surcharge at the rate of 2% per month on the billed amount i.e., late payment surcharge payable from the due date to the tune of Rs. 62,20,736/-.

- 7.3 It is further submitted that the reconciliation being done between the Petitioner and Respondent No. 1 was for outstanding dues of Rs. 35,85,006/- towards late payment surcharge due from January, 2012- March, 2015 and does not include claims which crystalized only after payment of long outstanding dues of Rs. 35,85,006/-. It may be noted that reconciliation is not the full and final settlement and both the parties have the right to pursue legal remedies for any unresolved issues. Therefore, the Petitioner is entitled to seek resolution of the issues as raised in the present matter.
- 7.4 It is further submitted that Respondent No. 1 has cleared the outstanding dues of Rs. 35,85,006/- towards late payment surcharge from January 2012- March 2015 only on 19.01.2021. It may be noted that for the period from March, 2015 till December, 2020, BRPL withheld the outstanding dues of Rs. 35,85,006/-. Notably, if the Petitioner had received that money in 2015, the Petitioner would have earned interest on such amount @ 2% per month. Therefore, the interest of 5 years on the LPSC which was supposed to be paid in 2015 is a rightful claim of the Petitioner for which the Petitioner has approached this Commission.
- 7.5 Without prejudice, It is further submitted that, it has been stated by Respondent No. 1 that there is no contractual provision for interest on interest. However, the Commission has been vested with enough plenary powers to allow the claims as raised by the Petitioner.

Respondent's Submissions (BRPL)

- 7.6 LPSC of Rs. 35,85,006/- has already been paid on 19.01.2021.
- 7.7 Petitioner after signing the balance reconciliation is now seeking to claim additional amount.
- 7.8 Petitioner is seeking modification or amendment of prayers.

Commission's Analysis

- 7.9 As per clause 5.4 and 5.5 of the EPA, Respondent No. 1 is obligated to make full payments against the monthly bills within 30 days of the Receipt of the bill and if the bill is not paid within the prescribed time, the same will involve a surcharge of 2% per month on the billed amount. It is not in dispute that Respondent No. 1 failed to clear the outstanding dues in respect of LPSC for the period beginning from January, 2012 to March, 2015 in a timely manner. It is stated in the additional affidavit filed on behalf of Petitioner

that reconciliations were undertaken on quarterly basis and thereafter the claims were set upon each other.

- 7.10 As per quarterly reconciliation statements, photocopy filed on record, the amount of Rs. 35,85,006/- has been shown as surcharge i.e. Late Payment Surcharge. It is admitted on behalf of the Petitioner that this amount of Rs. 35,85,006/- towards late payment surcharge due from Jan. 2012 to March, 2015 was cleared by Respondent No. 1 on 19.01.2021. Now, the Petitioner has claimed interest @ 2% per month on the said amount of Rs. 35,85,006/.
- 7.11 There is no clause in the EPA to the effect that if the LPSC is not paid on due date, then LPSC would be payable on the LPSC. Clause 5.5 of the EPA deals with levy of surcharge in case of default in payment beyond one month from the date of billing @2% per month or part thereof on the billed amount. Nonetheless, it is true that LPSC amount of Rs. 35,85,006/- accepted by the Respondent No. 1 has been not released by the Respondent No. 1 for more than five years.
- 7.12 Further, the Petitioner attempted to resolve the dispute under the dispute resolution mechanism prescribed in the EPA. Accordingly, the Petitioner issued notice for Invocation of Arbitration under the provisions of Clause 22.1 of EPA for resolution of dispute. Clause 22.1 of the EPA in respect of Disputes and Arbitration is given below:

“22.1 DISPUTES AND ARBITRATION

In the event of any dispute or difference the Parties concerning performance of this Agreement and/or the rights and liabilities of the parties in respect of which a procedure of the resolution is not otherwise provided for in this agreement the following provisions shall apply:

- a) *Head (PMG), BRPL on behalf of Procurer, and the authorised representative of the Generating Company would be empowered to indicate explicitly the nature and material particulars of the dispute/dissatisfaction and the relief sought, and serve notice thereof on the other, with copy to the Procurer's Head (S.O.), BRPL under whose jurisdiction the Plant is located.*
- b)
- c)

d) *If the said dispute/dissatisfaction remains unresolved, either party can file a petition before DERC, whose decision will be final and binding on both the Parties. DERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.*

7.13 Clause 5.9 of the EPA provides as under:

“ In case, the dispute is not resolved within 30 days as provided in Clause 5.7 above, and in the event it is decided to proceed with the arbitration as provided in Clause 22 of this agreement, the Procurer shall then pay 100% of the disputed amount forthwith and refer the dispute for arbitration as provided in the agreement. The amount of excess/shortfall with respect to the said disputed amount on financial award of arbitration shall be paid/adjusted; but in case of excess, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Generation Company to the procurer”

7.14 In the present matter, the Resolution process could not be taken up in spite of notice issued by the Petitioner on 09.11.2015 for invocation of Clause 22 'Disputes and Arbitration'. The Respondent No. 1 did not deposit the disputed amount forthwith with the Petitioner. As the dispute remained unresolved, thereafter, the Petitioner filed Petition before the Commission in terms of Clause of 22.1(d) of the EPA for resolving the matter.

7.15 In the instant case, the disputed amount which is LPSC charges for the period Jan. 2012 to March, 2015 was paid to the Petitioner only on 19.01.2021. It is noted that Clause 5.9 of the EPA stipulates that the procurer is to deposit disputed amount with Generation Company prior to commencement of Arbitration proceedings and in case of excess payment, the adjustment shall be made with interest at rate 1.25% per month from the date on which the amount in dispute was refundable by the Generation Company to the procurer. Therefore, it will be just and proper that when such payment is due from the procurer to the Generation Company, it may be dealt with on similar lines. Keeping in view that the amount withheld for long by the Respondent No. 1 has opportunity cost, the Commission in the given case, is allowing levy on simple interest @ 0.75% per month i.e. 9% per annum of the said amount. Accordingly, Respondent No. 1 is directed to pay simple interest @ 0.75% per month i.e. 9% per annum

on the amount of Rs. 35,85,006/- from 01.04.2015 till 18.01.2021, within one month from the date of this Order. This issue is decided accordingly.

8. **Refund of Wheeling Charges**

Petitioner's Submissions

- 8.1 It is submitted that as per para 12(2)(viii) of the Commission's Order dated 24.12.2013, the Green Open Access consumers were exempted from payment of wheeling charges. However, Respondent No. 1 imposed the wheeling charges on the Petitioner which in turn were imposed on the open access consumers by the Petitioner, which clearly defeats the purpose of the Order dated 24.12.2013 and therefore, the wheeling charges to the tune of 2.99 Crores (approx.) should be refunded to the Petitioner.
- 8.2 It is further submitted that by the Order dated 18.05.2015, the Commission only replaced the word "Consumer" with "Customer (buyers & sellers)". However, it was nowhere stated that the exemption provided vide the Order dated 24.12.2013 was not available to a generator like the Petitioner.
- 8.3 It is further submitted that the petitioner was unnecessarily compelled to pay Wheeling Charges to the tune of Rs. 2.83 Cr. from May, 2014 to May 2015. Despite the clarificatory Order dated 18.05.2015, Respondent No. 1, on 11.03.2016 raised a bill for wheeling charges to be paid for the month of May, 2015 which the Petitioner was compelled to pay. Therefore, the Petitioner is seeking a refund of the total sum of Rs. 2.99 crore paid to BRPL on account of wheeling charges.
- 8.4 It is further submitted that the Petition No. 32 of 2015 claimed to have been filed by BRPL challenging the exemption provided by the Commission's Order dated 24.12.2013, has no significance or relevance to the present Petition. The said petition filed by Respondent No. 1 was dismissed by the Commission by virtue of its Order dated 20.09.2017 in terms of its previous another order dated 01.06.2017.
- 8.5 Without prejudice to the aforementioned submissions on wheeling charges, it cannot be ignored that under the regulatory regime, the wheeling charges are paid at behest of the consumers and are also calculated at the delivery point/withdrawal point. The consumers have always been exempted under the Regulations from payment of the wheeling charges, and therefore, BRPL was wrong in collecting wheeling charges from the Petitioner.

Respondent's Submissions (BRPL)

- 8.6 A reading of Section 42(2) and proviso of Section 86(1) of the Act, shows that there cannot be any exemption in law from the payment of wheeling charges. Accordingly, Respondent No. 1 had filed a Petition being Petition No. 32 of 2015 whereby such exemption has been challenged.
- 8.7 The exemption provided under the Commission's Order dated 24.12.2013 applied to 'Green Energy Open Access Consumers' only, and the Petitioner was not included in the same until the Commission passed its clarification order dated 18.05.2015 whereby the word "consumer" stood replaced with "customer (buyers & sellers)". Therefore, the Petitioner cannot claim for refund of wheeling charges for the period 24.02.2014 to 30.04.2015 as there was no exemption to the sellers of green energy till the Order passed by the Commission on 18.05.2015.

Commission's Analysis

- 8.8 The submissions of Ld. Counsel for Petitioner and Ld. Counsel for Respondent No. 1 are considered. The Commission has passed an order dated 24.12.2013 vide which Green Energy Open Access Consumers were exempted from the payment of wheeling charges. Later on, this Commission had passed an order dated 18.05.2015 vide which the word "Consumer" was replaced with "Customer (buyer & seller)". The BRPL, Respondent No. 1 had imposed the wheeling charges on the Petitioner after the Commission's Order dated 24.12.2013.
- 8.9 Now Petitioner is claiming the refund of the wheeling charges on the basis of amendment order of the Commission dated 18.05.2015. Objection was initially raised by BRPL, Respondent No. 1, that the Commission's Order dated 24.12.2013 was challenged vide Petition No. 32 of 2015 on the ground that wheeling charges cannot be exempted in view of the Section 42(2) and proviso 86 (1) of the Electricity Act, 2003. But the said petition was dismissed by the Commission vide its order dated 20.09.2017 in terms of another order dated 01.06.2017. Therefore, the said objection did not remain sustainable.
- 8.10 The Commission's Order dated 24.12.2013 was modified vide Order dated 18.05.2015. As per Commission's Order dated 24.12.2013, the Green Open Access Consumers were exempted from the payment of wheeling charges

but the Respondent No. 1 BRPL had imposed the wheeling charges on the Petitioner as it, being, a seller was not covered in the Order dated 24.12.2013. It is noted that the Commission vide its Order dated 24.12.2013 has exempted the payment of UI charges, wheeling, transmission charges, or additional surcharge from the Open Access Consumers of Delhi availing energy from all renewable energy sources. This clause was made by the Commission in order to promote the renewable energy in the State of Delhi. Based on this premise, the Commission vide its order dated 18.05.2015 has modified this provision. Accordingly, in the amendment Order dated 18.05.2015 issued by the Commission, it is stated in Clause 4(xii) that word **“Consumer” shall be replaced with “Customer (buyers & Sellers)”** in clause 12(2)viii of the Order dated 24.12.2013. Therefore, the Commission is of the view that clarification as mentioned in its order dated 18.05.2015 for both buyers and sellers is effective from 24.12.2013.

8.11 In view of the above, it is held that the Petitioner is entitled for refund of wheeling charges for the period 24.02.2014 to 17.05.2015. This issue is decided accordingly.

9. **Claim for loss due to frequent tripping of the Plant**

Petitioner's Submissions

- 9.1 It is submitted that the loss on account of Deemed Generation and UI Implication due to tripping of the plant comes to the tune of Rs. 89.19 lakhs from September, 2012 to March, 2015.
- 9.2 It is further submitted that the Petitioner has fulfilled its responsibility to maintain a parallel connection and undertake good engineering practices, and Respondent No. 1 has admitted the same.
- 9.3 It is further submitted that the petitioner repeatedly intimated Respondent No. 1 regarding the recurring disturbances at the 33kV Jasola Substation where the Petitioner's plant is interconnected with the Respondent No. 1's grid system vide its letter dated 27.11.2012 and various emails sent to Respondent No. 1 due to its grid failure.
- 9.4 It is further submitted that the Petitioner even intimated the Respondent No. 2 about the tripping/outage due to the frequent and repeated grid disturbance/failure at Respondent No.1's Jasola 33KV sub-station vide its letters dated 27.05.2015 and 19.06.2015.

Respondent's Submissions (BRPL)

- 9.5 Clause 8.7 of the EPA obligates even the Petitioner to operate and maintain the interconnection and parallel operation facility in accordance with the Indian Electricity Grid Code, 2010 and other safety requirements specified under Section 53 of the Act. Therefore, the said provision cannot be read against BRPL only.
- 9.6 Clause 8.8 provides that the inter-connection facilities are to be provided by the Petitioner at the plant. Clause 8.7 and Clause 9.1 mandate that the interconnection facilities provided shall include necessary protection equipment and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the generators or in the BUS of the generating plant shall not adversely reflect on or affect procurer's grid system. The provision further provides that in the event of any abnormality or malfunctioning, the system shall be designed to ensure that the generating plant's breaker trips first to protect the equipment. Prior to adopting it, the generating plant shall obtain the approval of the procurer for the protection logic of the generating system and the synchronisation scheme.
- 9.7 Clause 10.2 and Clause 12.2 of the EPA absolves the procurer from any liability out of the damages caused to the electric system. Notably, it is only the Respondent No. 2 that is empowered to give instructions regarding transmission and supply of electricity from the generating plant.
- 9.8 Respondent No. 1 can only temporarily curtail/ interrupt delivery of power only under specific circumstances as stated in Clause 17.1 of the EPA and not others. Therefore, the claim of the Petitioner has no substance and deserves to be rejected.

Respondent's Submissions (SLDC)

- 9.9 It is submitted that for the period from September 2012, to March, 2015 power was sold by the Petitioner under short term open access whereas per point 17 of clause 6.5 of the Indian Electricity Grid Code 2010, UI suspension provision lies only for power supply under long term/medium term arrangements. There is no provision for UI/Demand Side Management suspension for the power sold under short term open access. Therefore, claim of the Petitioner regarding UI implication is not sustainable.

Commission's Analysis

9.10 The Petitioner has claimed losses/damages on account of deemed generation and UI Implication due to tripping of the Plant wherein the petitioner plant was unable to deliver its obligation to process Municipal Solid Waste. As far as the loss on account of deemed generation is concerned, there is no such provision dealing with notional loss of deemed generation incurred for any reason.

9.11 As far as the UI payment is concerned, UI Penalty has been levied to the defaulting entities in Delhi as per provision of applicable Regulations. Therefore, the Commission is of the view that the claim of the Petitioner is not maintainable.

9.12 In view of the above, this issue is decided against the petitioner.

10. **RELIEF**

In view of the findings on all the four issues, Respondent No. 1 is directed to open unconditional, revolving and irrevocable Letter of Credit (LC) in terms of the EPA dated 20.01.2020 and amendment dated 27.07.2011. Further, Respondent No. 1 is directed to pay simple interest @ 0.75% per month i.e. 9% per annum on the amount of Rs. 35,85,006/- from 01.04.2015 till 18.01.2021, within one month from the date of this Order. Respondent No. 1 is also directed to refund wheeling charges for the period from 24.02.2014 to 17.05.2015 within one month from the date of this Order. No other relief is granted.

**Sd/-
(Dr. A.K. Ambasht)
Member**

**Sd/-
(Justice S S Chauhan)
Chairperson**