

Before the
MAHARASHTRA ELECTRICITY REGULATORY COMMISSION
World Trade Centre, Centre No.1, 13th Floor, Cuffe Parade, Mumbai 400005
Tel. 022 22163964/65/69 Fax 22163976
Email: mercindia@merc.gov.in
Website: www.merc.gov.in

Case No. 75 of 2021

Case of Jaisal Mechatronics Private Limited seeking directions to MSEDCL for payment of outstanding bills, delayed payment charges and interest accrued thereupon

Jaisal Mechatronics Private Limited Petitioner

Maharashtra State Electricity Distribution Company Limited Respondent

Coram
Sanjay Kumar, Chairperson
I.M. Bohari, Member
Mukesh Khullar, Member

Appearance

For the
Petitioner : Sh. Roshan Tanna (Adv.)
Respondent : Sh. Ravi Prakash (Adv.)

ORDER

Date: 13 October 2021

1. Jaisal Mechatronics Private Limited (**JMPL**), has filed the present Petition on 20 April 2021 under Section 86(1)(f) of The Electricity Act, 2003 (**EA**) seeking directions from the Commission to Maharashtra State Electricity Distribution Company Limited (**MSEDCL**) for payment of outstanding bills, delayed payment charges and interest accrued thereupon.
2. **JMPL's main prayers are as follows:**

- a) *Direct MSEDCL to releases the outstanding payments forthwith in accordance with Article 12.02 of the EPA dated 26.08.2005;*
- b) *Direct MSEDCL to pay the Delayed Payment Charges (“DPC”) in accordance with Article 12.02 of the EPA dated 26.08.2005 on the bills/invoices which were honored by MSEDCL belatedly and on the invoices which still remains to be honored by MSEDCL;*
- c) *Hold and declare in accordance with the Hon’ble Commission’s earlier rulings that MSEDCL is liable to pay an interest @ 1.25% per month on the Delayed Payment Charges (“DPC”) till final payment is made*

3. JMPL in its Case has stated as follows:

- 3.1. JMPL owns and operates a wind generating facility of 1.25 MW at District- Dhule, Maharashtra. It entered into Energy Purchase Agreement (EPA) with MSEDCL on 26 August 2005 for period of 13 years which ended around 31 December 2018.
- 3.2. Since April 2014, till the remaining tenure of EPA, MSEDCL started defaulting in making timely payments of the bills/invoices raised and payments were made belatedly after the due date of payment as envisaged under the EPA dated 26 August 2005.
- 3.3. Even after repeated reminders and requests, MSEDCL failed to make payments of the outstanding bills and honor the terms of the EPA by paying the Delayed Payment Charges (DPC) on the bills/invoices, which were honored by MSEDCL belatedly as per the binding terms of the EPA.
- 3.4. Period and amount of Claim is as below:

S. No.	Claim	Period	Amount (in Rs.)
1.	Principal	Invoice dated 31.07.2018- 31.12.2018	6,44,922
2.	DPC	30.04.2014- 13.08.2019	25,50,284
3.	1.25% Interest over DPC	30.04.2014- Till actual payment of all DPC	-

- 3.5. The EPA between the parties is sacrosanct and must be adhered to in true letter and spirit. Hence any outstanding amount or payment received after the due date has to be in accordance with the Article 12.02 of the EPA.

- 3.6. MSEDCL has not disputed the liability of payments; hence MSEDCL cannot escape its liability by citing alleged difficult cash flow situation arising out of regulatory issues in its ARR or otherwise. It is the responsibility of MSEDCL to arrange funds and to make timely payments to the generators based on contracts /regulations.
- 3.7. The Commission has passed various orders time and again where the Commission has directed MSEDCL to pay the (i) Principal Amount (ii) DPC Amount and (iii) Penal Interest @ 1.25% per month on the outstanding delayed payment surcharges.
- 3.8. JMPL relies upon the following Cases of the Hon'ble Appellate Tribunal for Electricity (APTEL) and the Commission:
- i. Commission's Order dated 10 August 2016 in Case No. 150 of 2015;
 - ii. Commission's Order dated 16 March 2017 in 53, 62, 68, 74, 75, 79, 135, 136 and 144 of 2016, and Miscellaneous Application No. 22 of 2016 in Case No. 53 of 2016;
 - iii. Commission's Order dated 16 May 2017 in Case Nos. 157, 166 of 2016 and Case No 18 of 2017;
 - iv. Commission's Order dated 15 June 2018 in Case No. 102 and 103 of 2018;
 - v. APTEL Judgment dated 24 April 2018 in Appeal No. 75 of 2017;
 - vi. All other recent orders of the MERC on the issue of non-payment by MSEDCL

4. MSEDCL in its reply dated 26 August 2021 has stated as under:

- 4.1. JMPL has prayed for releasing outstanding payment in accordance with Article 12.02 of EPA dated 26 August 2005, (EPA period is 30 June 2005 to 29 June 2018) which is a Long Term EPA and MSEDCL has already cleared all outstanding dues pertaining to Long Term EPA.
- 4.2. JMPL by way of the present Petition has claim the following Principal outstanding for short term PPA and DPC for (Short Term & Long Term PPA):

As per Petitioner			
Principal Claim (Short Term PPA)		DPC Claim (Long Term PPA & Short Term PPA)	
Generation Month	Amount(Rs)	Generation Month	Amount (Rs)
July- 18 & Dec-18	6,44,922	April- 14 to Dec- 18	25,50,284
Total	6,44,922		25,50,284

4.3. As the claim with reference to Principal amount is concerned, it is respectfully submitted that MSEDCL has cleared all the invoices (for the period between July,2018 to December, 2018) of JMPL herein and thus, there is no such outstanding. Same is evident from the following chart of the payments made to the Petitioner against its bills raised between July, 2018 to December, 2018:

(All amounts in Rs)

Generation Month	Invoice Amount	Paid By MSEDCL	Payment date	Petitioner Claim {Difference of Invoice amount - Paid Involve amount by MSEDCL}	Remark
Jul- 18	6,42,741	6,42,741	02-08-2021	6,42,741	Amount of Rs. 6,42,741 paid on 02.08.2021
Aug-18	7,73,158	7,71,635	13-08-2019	1,523	Differential amount claimed is deducted against RKWH Charges as per Section 9.02 of PPA
Sep-18	3,74,439	3,74,440	30-10-2019	-1	-
Oct-18	44,880	44,866	13-08-2019	14	Differential amount claimed is deducted against RKWH Charges as per Section 9.02 of PPA
Nov- 18	32,222	32,048	13-08-2019	174	Differential amount claimed is deducted against RKWH Charges as per Section 9.02 of PPA
Dec-18	77,890	77,419	13-08-2019	471	Differential amount claimed is deducted against RKWH Charges as per Section 9.02 of PPA
Total	1,94,5330	1,94,3149		6,44,922	

4.4. From the above table, it is clear that the amount as claimed by JMPL against the Principal amount has already been paid by MSEDCL and thus, there is no such outstanding amount as is being claimed by JMPL in the present Petition.

4.5. As far as JMPL's claims for DPC for the period between April 2014 to December 2018 are concerned, the claim for period before April 2018 (as present Petition was filed on 20 April,2021) are barred by the law of Limitation. DPC period of July 2018 to December 2018 is related to Short Term PPA and there is no DPC clause in Short Term PPA agreement. It

is only the filing and / or commencing a legal proceeding that stops the period of limitation from running. It is also a settled position of law that the cause of action for each claim is separate and distinct.

- 4.6. The Hon'ble Madras High Court in the case of *Government of Tamil Nadu & Ans. Vs. A. Rangasamy & Others reported in (2020) SCC Online Mad. 10 71* at Paragraphs 28, 29, 32 and 33 has held that the limitation period for claiming delay / loss of profits / overheard charges etc. would commence from the date on which the delay actually commenced i.e. the inception of such delay. Additionally, the Madras High Court in the case of *Tamil Nadu Electricity Board Yr. M/s. Engineering Projects India Limited reported in (2010) SCC Online Man. 409A* at Paragraph 121, 161, 162, 163, 164, 165, 174, 183, 238 etc. has held that the limitation period for any claim commences from date on which the delay actually accrued and not on the date of quantification.
- 4.7. In view of the above, it is submitted that the claim of the DPC for the period between April 2014 to 19 April 2018 (as present Petition was filed on 20 April 2021) are barred by the law of limitation.
- 4.8. Regarding applicability of the Orders passed by the Commission in Case Nos. 102 of 2018, 105 of 2019 and 26 of 2019 imposing penalty @ 1.25% per month on DPC is concerned, it is submitted that above-mentioned Orders passed by the Commission were case specific and thus, could not have a blanket application in general. Further, the Commission was pleased to grant said imposition of 1.25% penalty or DPC in above-mentioned matter as a condition subsequent to non-adherence of the time line specified therein, which is absent in the case at hand. Accordingly, in view of above, the said prayer regarding grant of 1.25% per month on DPC in the present case is unfounded and thus, may not be allowed.

Additional Submission made by MSEDCL dated 26 August 2021:

- 4.9. JMPL and MSEDCL had entered into a new EPA dated 8 February 2019, on a short term basis effective for the period between 1 July 2018 to 31 March 2019.
- 4.10. JMPL vide the present petition has sought payment of the Principal amount for the period between July, 2018 to December, 2018 and DPC for the period between April, 2014 to December, 2018.
- 4.11. As far as payment in respect of DPC (i.e from April, 2014 to December, 2018) is concerned, it is submitted that JMPL has claimed the DPC for the period between July 2018 to December 2018, the said period falls within the ambit of Short term EPA dated 8 February 2019 which

do not contain any provision for payment of DPC and thus, the claim in respect of DPC for the said period i.e. between July 2018 to December 2018, is not applicable and hence not maintainable.

- 4.12. The Hon'ble Supreme Court in the matter of *A.P. Power Co-ordination Committee v. Lanco Kondapalli Power Ltd.* reported at (2016) 3 SCC 468 has categorically held that the law of limitation is applicable to a proceedings under section 86(1)(f). Pertinently, the present petition has been filed under Section 86(1)(f) of the Electricity Act, 2003 and thus, is squarely applicable to the present Petition. Accordingly, Petitioner's claim in reference to the DPC for the period between April, 2014 to 19th April, 2018 are barred by law of limitation. Relevant extract is reproduced for ready reference:

“In this context, it would be fair to infer that the special adjudicatory role envisaged Under Section 86(1)(f) also appears to be for speedy resolution so that a vital developmental factor - electricity and its supply is not adversely affected by delay in adjudication of even ordinary civil disputes by the Civil Court. Evidently, in absence of any reason or justification the legislature did not contemplate to enable a creditor who has allowed the period of limitation to set in, to recover such delayed claims through the Commission. Hence we hold that a claim coming before the Commission cannot be entertained or allowed if it is barred by limitation prescribed for an ordinary suit before the civil court. But in appropriate case, a specified period may be excluded on account of principle underlying salutary provisions like Section 5 or 14 of the Limitation Act. We must hasten to add here that such limitation upon the Commission on account of this decision would be only in respect of its judicial power under Clause (f) of subsection (1) of Section 86 of the Electricity Act, 2003 and not in respect of its other powers or functions which may be administrative or regulatory.”

- 4.13. In view of the above submissions, it is submitted that the present case may be dismissed.
5. At the e-hearing through video conferencing held on 27 August 2021, the representative of both the parties reiterated their submissions as made in the Petition/Reply.

Commission's Analysis and Rulings

6. JMPL is a wind energy generator with installed capacity of 1.25 MW. It has filed the present Petition seeking payment of its dues from MSEDCL. JMPL entered into EPA with MSEDCL dated 26 August 2005 for the Period from 30 June 2005 to 29 June 2018. Post expiry of long term EPA, JMPL entered into Short term PPA with MSEDCL. JMPL in its Petition has

submitted that MSEDCL has not honoured the EPA terms and has failed to make timely payments. JMPL has claimed the following amount:

S. No.	Claim	Period	Amount (in Rs.)
1.	Principal	Invoice dated 31 Jul 2018 – 31 Dec 2018	6,44,922
2.	DPC	30 Apr 2014 – 13 Aug 2019	25,50,284
3.	1.25% Interest over DPC	30 Apr 2014- Till actual payment of all DPC	-

7. MSEDCL has submitted that it has paid all the Principal Dues till December 2018.
8. Based on the claims of JMPL and MSEDCL's submission, comparative table relating to principal amount is prepared as below:

Month/Year	Principal Outstanding as Claimed by JMPL (Rs.)	Principal amount paid by MSEDCL (Rs.)	MSEDCL Comment on Principal Amount
Jul-18	6,42,741	6,42,741	Paid on 2 Aug. 2021
Aug – 18	1,523	-	Differential amount claimed is deducted against RKWH Charges as per Section 9.02 of PPA
Sept. – 18	-1	-	
Oct. – 18	14	-	Differential amount claimed is deducted against RKWH Charges as per Section 9.02 of PPA
Nov. – 18	174	-	
Dec. – 18	471	-	
Total	6,44,922	6,42,741	

As seen from above, the Commission notes that MSEDCL has made payment of Rs. 6,42,741/- on 2 August 2021 i.e. post filing of this Petition. Regarding, balance claim of principal amount i.e. Rs.2181/- (Rs 644922 – Rs 642741), MSEDCL has reported that same has been deducted against reactive energy charges as per EPA/PPA. Hence, now there is no pending dues on account of principal amount.

9. With respect to the DPC, JMPL has claimed the dues till 13 August 2019 for the generation month of April 2014 to December 2018. MSEDCL has contended that any DPC claim prior to April 2018 is barred by the law of limitation. Further, the DPC claims for generation months

of July 2018 to December 2018 are related to Short term PPA and there is no clause relating to payment of DPC in Short Term PPA and hence it is not maintainable.

10. Thus, the Commission notes that out of DPC claim for generation months of April 2014 to December 2018, MSEDCL objected to claim pertaining to period between April 2014 to March 2018 on the ground of limitation and July 2018 to December 2018 on the ground that claim pertaining to Short Term PPA does not have any provision for DPC. MSEDCL has not objected to DPC payment pertaining to the intervening period of April 2018 to June 2018, which can be considered as consent for payment of applicable DPC for that period. MSEDCL has also objected to the JMPL's prayer for payment of 1.25% interest on delayed payment of outstanding DPC.
11. In view of above, the Commission frames following issues for its consideration in the present matter:
 - a. Whether claim of Delayed Payment Charges for the period of April 2014 to March 2018 is time barred?
 - b. Whether Delayed Payment Charge is applicable for Short Term EPA/PPA?
 - c. Whether payment of interest on delayed payment of outstanding DPC is to be allowed?

The Commission is addressing these issues in the following paragraphs.

12. Issue A: Whether claim of Delayed Payment Charges for the period of April 2014 to March 2018 is time barred?

- 12.1. MSEDCL has contended that since the present Petition was filed by JMPL on 20 April 2021, the DPC claims before April 2018 are barred by the Law of Limitation.
- 12.2. The Commission notes that, the Hon'ble Supreme Court in the matter of *A.P. Power Co-ordination Committee v. Lanco Kondapalli Power Ltd. reported at (2016) 3 SCC 468* has categorically held that the Law of Limitation is applicable to a proceeding under section 86(1)(f) of the Electricity Act, 2003 before the Commission. As the present petition has been filed under Section 86 (1)(f), Law of Limitation shall apply to present case and any claim prior to 3 years can not be adjudicated before this Commission.

- 12.3. MSEDCL in its submission has relied upon such provisions of Law of limitation and accordingly contended that any claim prior to April 2018 (3 years before filing of present Petition in April 2021) shall be barred by the limitation. In this regard, the Commission notes that JMPL in its Petition has contended that it was taking continuous follow up with MSEDCL for payment, but MSEDCL has delayed the payment of principal amount and not paid DPC on such delayed payment.
- 12.4. The Commission notes that provisions related to billing and payment in EPA/PPA dated 26 August 2005 stipulate the following:

“Section 12.01 Monthly Energy Bills:

The Seller shall raise a monthly energy bill based on the joint meter readings no later than 15 days after the end of each calendar month. The Seller will send to the MSEDCL by hand delivery / courier, the monthly energy bill showing all billing parameters, rates and factors, and any other data reasonable pertinent to the calculation of monthly payments to the Seller in the format set out in Exhibit ‘G’

Section 12.02 Payments:

The due date of payment shall be 45 days from receipt of the Seller’s monthly energy bills by the MSEDCL and will be paid by account payee’s cheque in the name of seller or authorized representative in whose name power of attorney is given by the seller. In case of delay in payment beyond the due date, the Seller shall be entitled to interest on such delayed payment at the rate of 2% per annum above the State Bank of India short term lending rates. The MSEDCL however, shall be entitled to make adjustments in the Seller’s invoices for any charges/costs incurred on behalf of the Seller and payable by the Seller under this Agreement. This shall be shown in the audited statement issued by the MSEDCL.

Section 12.03 Billing and Payment Records

The Billing and Payment records shall be maintained by the Seller for the reconciliation by the Corporate office of Maharashtra State Distribution Company Ltd bi-annually.”

As per above quoted provisions of EPA/PPA, in case MSEDCL does not make payment within 45 days from the date of receipt of bill, DPC becomes payable automatically. Further, billing and payments records are to be maintained for bi-annual reconciliation.

- 12.5. From the details of principal amount paid by MSEDCL to JMPL, it is observed that payment was irregular and was being paid partly on lumpsum basis which is then adjusted against

outstanding payment amount. Such irregular payment requires reconciliation (which has also provided in Clause 12.03 of the EPA/PPA) of outstanding dues and payment as on that date. EPA/PPA between parties expired in June 2018 and hence, bi-annual reconciliation should have been undertaken in September 2018. From the document submitted in the Petition / Reply, it is not clear whether such reconciliation has been undertaken or not. Normally such reconciliation includes all dues/amounts payable till that date i.e. principal amount and in case of delay in payment of principal amount then applicable DPC amount. Thus, outstanding DPC amount (April 2014 to June 2018) under the EPA/PPA, may have been reconciled in September 2018 or later.

12.6. However, while deciding such issue of limitation period, it is important to establish start date to count period of limitation from such date. It is the responsibility of the Petitioner to provide documentary proof to establish start date of limitation period. But in the present matter no documents have been produced before the Commission demonstrating the date of last reconciliation of due amounts between the parties and whether claim of DPC for the period of April 2014 to June 2018 was included in that. Without such document, it cannot be established that DPC claim made in the present petition is within the limitation period. In absence of any details of amounts reconciled between parties, the Commission has to consider limitation period as 3 years before filing of the Petition. Therefore, DPC claim of the Petitioner needs to be restricted to 3 years prior to filing of the Petition in April 2021 i.e. April 2018 onwards. In these circumstances, the Commission cannot allow JMPL's claim for outstanding DPC for the period of April 2014 to March 2018.

13. Issue B: Whether Delayed Payment Charge is applicable to Short Term EPA/PPA?

13.1. MSEDCL has submitted that the DPC claims for the period of July 2018 to December 2018 are related to Short Term PPAs (STPPAs) and there is no Clause of DPC in that PPAs.

13.2. The Commission notes that this issue of payment of DPC under Short Term EPA/PPA has been decided in Order dated 17 August 2020 in Case No. 2 of 2020 (MSPL Ltd. Vs MSEDCL) as follows:

“11.3 Thus, substantial outstanding principal amount has been paid by MSEDCL against STPPAs and only 2 months amount is pending now. However, there seems to be disagreement amongst the contracting parties on applicability of DPC under STPPAs. While MSPL Ltd has claimed late payment surcharge / DPC at the rate of 1.25% per month as per the provisions MERC Regulations, 2015 and RE Tariff Regulations, 2019, MSEDCL has opposed such contention on the ground that STPPAs executed with MSPL Ltd do not have clause for DPC payment.

11.4 The Commission notes that it is admitted fact that STPPA does not have clause relating to late payment surcharge / DPC for delayed payment. However, MSPL has relied upon MERC RE Tariff Regulations to claim such DPC. The Commission notes that MSEDCL's proposal of purchasing short term power from Wind generators whose EPA has been at Rs. 2.25/kWh for Group I projects and at Rs. 2.52/kWh for Group II to IV projects and the same was approved by the Commission in its Order dated 15 November 2017 in Case No. 155 of 2017. In that Order, while allowing proposal of MSEDCL, the Commission has made following observations on terms of EPA:

*“7. MSEDCL has stated that it has already agreed to **short-term procurement of Wind Energy, at Rs. 2.52 per unit**, from 103 **Group II** Generators whose EPAs with MSEDCL have expired but whose Projects have some remaining useful life. Several Group II and IV Generators have also approached MSEDCL for entering into fresh EPAs after the original EPA periods. MSEDCL has proposed to procure Wind Energy from them also at the same rate for short-term periods not less than 3 months. **For Group I Projects**, MSEDCL proposes to enter into **short-term EPAs at Rs. 2.25 per unit**. The quantum of such procurement is sought to be counted towards MSEDCL's non-Solar RPO. **The Commission's findings on this proposal are as follows:***

.....

*4) Since the other provisions of the fresh EPAs entered or proposed to be entered into by MSEDCL have not been set out in its Petition, **the Commission presumes that they are in consonance with the past stipulations of the Commission and the rulings of the Appellate Tribunal for Electricity.**”*

*Thus, while approving MSEDCL's proposal for short term procurement of Wind Power, the Commission noted that conditions of Short term EPAs need to be consonance with the past stipulations of the Commission and ruling of the APTEL. **Therefore, DPC which is integral part of earlier EPAs and RE Tariff Regulations, needs to be included in Short Term PPAs. Hence, the Commission directs MSEDCL to pay DPC for delayed payment of principal amount as per provisions of relevant applicable provisions of RE Tariff Regulations.**” [emphasis added]*

Thus, in the above Order, the Commission has clearly ruled that short term EPA/PPAs which are being signed post expiry of generic tariff based long term EPAs should include provisions of DPC and accordingly allow levy of DPC even though no such specific clause is mentioned in the Short Term EPA/PPA.

13.3. Above said ruling is squarely applicable to the present matter and accordingly, the Commission rules that MSEDCL is liable to pay DPC to JMPL for delay in payment of principal amount under Short Term PPA for the period of July 2018 to December 2018.

14. In view of the above, the Commission rules that JMPL is entitled to payment of DPC on account of delay in payment of principal amount for the generation period of April 2018 to December 2018 (Apr 2018 to Jun 2018 under Long Term PPA and Jul 2018 to Dec 2018 under Short Term PPA). JMPL in its Petition has claimed DPC computation till 13 August 2019, which is the last date of payment by MSEDCL before filing of this Petition. Post filing of this Petition, MSEDCL has paid all outstanding principal amount on 2 August 2021. Therefore, DPC amount needs to be recalculated for the period of April 2018 to December 2018 by considering final principal amount paid on 2 August 2021. MSEDCL is directed to recalculate and pay such DPC amount to JMPL within a month from the date of this Order.

15. Issue C: Whether payment of interest on delayed payment of outstanding DPC is to be allowed?

15.1. JMPL by referring to various previous Orders of the Commission in the matter of other Wind Generators has requested for interest on delayed payment of DPC. MSEDCL has stated that imposition of such interest in the present matter is not applicable.

15.2. In this regard, the Commission notes that the interest on delayed payment of DPC is not part of EPA/PPA signed between parties. The Commission has ordered such levy of interest on delayed payment of DPC in Order dated 10 August 2016 in respect of M/s Hindustan Zinc Ltd as follows:

“11. In view of the foregoing, the Commission directs MSEDCL to pay the late payment surcharge due to HZL as per Section 11.04 of the EPA within 30 days. Thereafter, interest will be payable to HZL at 1.25% per month on any surcharge amount remaining to be paid.”

As per the above dispensation, interest on delayed payment of DPC was applicable only if MSEDCL fails to pay DPC/LPS to M/s Hindustan Zinc Ltd within 30 days as directed in above quoted Order. Similar dispensation is allowed subsequently to other Wind Generators. It is important to note that main criteria of allowing such interest is MSEDCL's failure to pay outstanding DPC within timeline stipulated by the Commission in respective orders. Thus, the Commission has given opportunity to MSEDCL to pay outstanding DPC within stipulated time failing which interest will be levied.

15.3. In the present case, there is no previous Order(s) of this Commission to pay interest due to failure of MSEDCL to meet its commitment on delayed payment of DPC. Admittedly, such provision is not part of EPA/PPAs signed between parties and the Commission has allowed it through regulatory Order only in case MSEDCL fails to meet extended timelines stipulated in the particular Order for payment of outstanding dues. As no such Orders have been passed in the past in respect of JMPL, it will not be correct to go beyond the provisions of EPA and allow levy of interest for past delayed payment of DPC.

15.4. However, for any future delayed payment of DPC beyond the date stipulated in para 14 above, MSEDCL shall pay interest on outstanding amount of DPC at the rate of 1.25% per month.

16. Hence, the following Order:

ORDER

1. Case No. 75 of 2021 is partly allowed in terms of the following:

- a. All outstanding principal amount has been paid**
- b. Jaisal Mechatronics Pvt. Ltd. is eligible for payment of Delayed Payment Charges for the period of April 2018 to December 2018 (Apr 2018 to Jun 2018 under Long Term EPA/PPA and Jul 2018 to Dec 2018 under Short Term PPA).**
- c. Maharashtra State Electricity Distribution Co. Ltd. to recalculate and pay such DPC amount to Jaisal Mechatronics Pvt. Ltd. within a month from date of this Order.**
- d. Any future delayed payment of DPC beyond the date stipulated above, Maharashtra State Electricity Distribution Co. Ltd shall pay interest on outstanding amount of DPC at the rate of 1.25% per month to Jaisal Mechatronics Pvt. Ltd.**

Sd/-
(Mukesh Khullar)
Member

Sd/-
(I.M. Bohari)
Member

Sd/-
(Sanjay Kumar)
Chairperson

