BEFORE THE HARYANA ELECTRICITY REGULATORY COMMISSION AT PANCHKULA

Case No. HERC/Petition No. 101 of 2025

Date of Hearing	**:**	**02.09.2026**
Date of Order	**:**	**21.10.2026**

In the Matter of

Petition under section 86(1) C & 86 (1) (k) of Electricity Act, 2003. Regulation 55 and 59 of Haryana Electricity Regulatory Commission (Terms a Conditions for Grant of connectivity and open access for intrastate Transmission and Distribution system) Regulations, 2012 and Regulation 65, 66 and 67 of the HERC (Conduct of Business) Regulations, 2019 for Directing DHBVNL to record the Energy scheduled and supplied from the generator Between 11.07.2024 to 13.09.2024 and release the settlement amount.

Petitioner (s)

1. M/s. Candor Gurgaon One Realty Projects Pvt. Ltd., Through its Authorized Representative, F-83, Profit Centre, Gate No. 1, Mahavir Nagar, Near Pizza Hut, Kandivali (West), Mumbai-400067, Maharashtra
2. M/s. Transition Cleantech Services Pvt. Ltd., Through its Authorized Representative, Unit 702, 7th Floor, Tower 3, Equinox Business Park, Off Bandra Kurla Complex, L.B.S. Marg, Kurla West, Kurla, Mumbai-400070, Maharashtra, India

Respondents

1. Dakshin Haryana Bijli Vitran Nigam Limited (DHBVNL), Through its Managing Director, Vidyut Sadan, Vidyut Nagar, Hisar- 125005
2. Haryana Vidyut Prasaran Nigam Limited (HVPNL), Through its Managing Director, Shakti Bhawan, Sector – 6, Panchkula.

Present on behalf of the Petitioners

1. Mr. Aditya K. Singh, Advocate
2. Mr. Mridul Gupta, Advocate
3. Mr. Vineet Gupta, Advocate
4. Mr. Divyansh Singh, Advocate
5. Ms. Anukriti Jain, Advocate

Present on behalf of the Respondents

1. Mr. Raheel Kohli, Advocate
2. Mr. Ashok Kumar Sharma, Xen, DHBVNL
3. Mr. Gaurav Singhal, AEE, HVPNL
4. Mr. Sunny, AEE, HVPNL

Quorum

Shri Mukesh Garg	**Officiating Chairman**
Shri Shiv Kumar	**Member**

ORDER

Brief Background of the case

1. The present petition has been filed by M/s. Candor Gurgaon One Realty Projects Private Limited ("Petitioner No. 1" or "Consumer") and M/s. Transition Cleantech Services Private Limited ("Petitioner No. 2" or "Generator"), hereinafter collectively

called as Petitioners, seeking to direct Dakshin Haryana Bijli Vitran Nigam Limited ("Respondent No. 1" or "DHBVNL") to recognize the power supplied by the Petitioner No. 2 from 11.07.2024 to 13.09.2024 (2677.15 MWh), to the Petitioner No. 1 and consequently release settlement amount towards the supply of the said energy, in the respective monthly energy bills of Petitioner No. 1.

2. **Petitioner (s)'s submissions: -**

2.1 That on 11.01.2012, the Hon'ble Commission issued Haryana Electricity Regulatory Commission (Terms and conditions for grant of connectivity and open access for intra-State transmission and distribution system) Regulations, 2012 ("OA Regulations" or "Connectivity Regulations") in exercise of its powers vested under section 181 of the Electricity Act, 2003. The said regulations were applicable in cases where applications have been made for grant of connectivity for the purpose of open access to the intra-state transmission and or distribution system or for long term, medium term and short-term open access. As per the Connectivity Regulations, the STU will be the Nodal Agency for grant of connectivity and open access. The eligibility criteria for grant of open access to embedded open access consumers is given under Regulation 42. On 03.12.2013, this Hon'ble Commission issued Haryana Electricity Regulatory Commission (Terms and Conditions for grant of connectivity and open access for intra-State transmission and distribution system) (1st Amendment) Regulations, 2013 ("1st Amendment"). This Hon'ble Commission has issued regulation namely Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 ("GNOA Regulations") which facilitates green energy open access supply and consumption. Transactions undertaken by petitioners are in compliance with Green Energy Open Access Regulations. The relevant extracts of the regulation after the first amendment are given as under:

"2. Scope and extent of application: These regulations shall apply where an application has been made for grant of connectivity for the purpose of open access to the intra-State transmission and/or distribution system and/or where an application has been made for long-term open access, medium-term open access or short-term open access for use of the intra-State transmission and/or distribution system or <u>where an application has been made for obtaining no objection or standing clearance, as the case may be, of the STU for open access to inter-State transmission system when the intra-State transmission and distribution system is to be used in conjunction with inter-State transmission system.</u>

…

11. Application procedure for open access: (1) All applications for open access shall be made in the prescribed Form and submitted to the nodal agency in accordance with these regulations and the detailed procedure….

(3) STU with Headquarter at Panchkula in Haryana shall be the Nodal Agency. Applications for open access and connectivity shall be received and processed at STU headquarter in accordance with the detailed procedure. STU shall strive to introduce on-line acceptance and on-line conveyance of consent/no objection/standing clearance etc. through internet for inter-state as well as intrastate open access at the earliest possible but not later than six months from the date of notification of these regulations.

…

16. Consent by STU or Distribution licensee:-

A. For Inter-State open access:

(1) STU, in respect of a consumer connected to state transmission / distribution network seeking inter-State long–term or medium-term open Access, shall convey its consent or otherwise as per the provisions of Central Electricity Regulatory Commission Regulations, 2009, or its statutory re-enactments, as amended from time to time.

(2) In respect of a consumer connected to state transmission / distribution network seeking inter-state short-term open access, STU shall convey its consent or otherwise as per the provisions of Central Electricity Regulatory Commission Regulations, 2008, or its statutory re-enactments, as amended from time to time as detailed hereunder:-.

(a) An applicant seeking inter-state short-term open access shall submit his application to STU along with the requisite fee for issue of no objection/standing clearance for a period not exceeding three months at a time. The STU shall, acknowledge receipt of the application, either by e-mail or fax, or any other usually recognized expedient mode of communication, within twenty-four hours from the time of receipt of the application.

Provided that where the application has been submitted in person, the acknowledgement shall be provided at the time of submission of the application.

(b) While processing the application for concurrence or 'no objection' or standing clearance, as the case may be, the STU shall verify the following, namely-

(i) existence of infrastructure necessary for time-block-wise energy metering and accounting in accordance with the provisions of the Haryana Grid Code in force, and

(ii) availability of required capacity in the transmission and/or distribution network.

(c) Where existence of necessary infrastructure and availability of required capacity in the transmission and/or distribution network has been established, the STU shall convey its concurrence or 'no objection' or prior standing clearance, as the case may be, to the applicant by e-mail or fax, in addition to any other usually recognized expedient mode of communication, within three (3) working days of receipt of the application:

Provided that when short-term open access has been applied for the first time by any person, the buyer or the seller, the STU shall convey to the applicant such concurrence or 'no objection' or standing clearance, as the case may be, within seven (7) working days of receipt of the application by e-mail or fax, in addition to any other usually recognized mode of communication.

(d) In case the STU finds that the application for concurrence or 'no objection' or standing clearance, as the case may be, is incomplete or defective in any respect, it shall communicate the deficiency or defect to the applicant by e-mail or fax, in addition to any other usually recognized mode of communication, within two (2) working days of receipt of the application.

Provided that in case where the STU has communicated any deficiency or defect in the application, the date of receipt of application shall be the date on which the application has been received duly completed, after removing the deficiency or rectifying the defects, as the case may be.

(e) In case the application has been found to be in order but the STU refuses to give concurrence or 'or 'no objection' or standing clearance, as the case may be, on the grounds of non-existence of necessary infrastructure or unavailability of required capacity in the transmission and/or distribution network, such refusal shall be communicated to the applicant by e-mail or fax, in addition to any other usually recognized mode of communication, within the period of three (3) working days or seven (7) working days, as the case may be, from the date of receipt of the application along with reasons for such refusal.

Provided that where the STU has not communicated any deficiency or defect in the application within two (2) working days from the date of receipt of application or refusal or concurrence or 'no objection' or standing clearance, as the case may be, within the specified period of three (3) working days or seven (7) working days, as applicable, from the date of receipt of the application, concurrence or 'no objection' or standing clearance, as the case may be, shall be deemed to have been granted.

(f) In case of applicant connected to the distribution system, the STU shall make a reference to the distribution licensee and the said distribution licensee shall convey its consent or otherwise within (3) three working days of receipt of reference from

the STU. For embedded open access consumers, the distribution licensee shall verify only that the consumer meets the eligibility criteria, as laid down in regulation 8, before conveying the consent. In case the distribution licensee has not communicated refusal or consent within the specified period of (3) three working days from the date of receipt of the reference from STU, consent shall be deemed to have been granted.

…

42. Eligibility criteria, procedure and conditions to be satisfied for grant of long term open access, medium term open access and short term open access to embedded consumers shall be same as applicable to other short-term open access consumers. However, the day-ahead transactions, bilateral as well as collective through power exchange or through NRLDC, by embedded open access consumers under short term open access shall be subject to the following additional terms and conditions:

i) The Consumer shall submit to the distribution licensee a schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction and this will be considered as confirmed schedule for working out the slot-wise admissible drawl of the consumer from the licensee with reference to his sanctioned contract demand. For example, if an embedded consumer with a contract demand of 10 MW has scheduled 4 MW power through open access in any time slot of the succeeding day as per the schedule submitted by him at 10 AM, then his admissible drawl from the licensee in that time slot will be 6 MW.

The total admissible drawl in different time – slots shall, however, be worked out based on slot-wise admissible drawl from the licensee as above and the slot-wise schedule of power through open access accepted / cleared by the power exchange and intimated to the SLDC and distribution licensee by the consumer in compliance of regulation 45. For example if, as per the schedule for drawl of power through open access submitted by the consumer at 10 AM of the day preceding the day of transaction, 4 MW power was scheduled through open access in a time slot and as per the accepted schedule this gets reduced to 3 MW, then his admissible total drawl in that time slot shall be 9 MW. i.e. 6 MW from the licensee and 3 MW through open access.

In case recorded drawl of the consumer in any time slot exceeds his total admissible drawl but is within 105 % of his contract demand, he will be liable to pay charges for the excess drawl (beyond admissible drawl) at twice the applicable tariff including FSA. In case the recorded drawl exceeds the sanctioned contract demand by more than 5% at any time during the month as per his energy meter, demand surcharge as per relevant schedule of tariff approved by the Commission shall also be leviable.

For the purpose of calculating demand surcharge in such cases, the total energy drawl during the month including the energy drawl through open access shall be considered. The consumption charges for the energy drawl through open access, for the purpose of levy of demand surcharge, will be worked out at the applicable tariff for the category to which the consumer belongs.

ii) The drawl of power through open access during peak load restriction hours shall be subject to the provisions of regulation 45 (3) hereinafter.

iii) In the event of underdrawl for a slot or multiple thereof, the consumer will be paid imbalance charges by the distribution licensee as provided in Regulation 24 (2) (A) II (i) provided that in case of underdrawl as a result of non-availability of intra-state distribution/transmission system or on account of unscheduled load shedding (to be certified by SLDC), mbalance charges for underdrawl shall be payable as provided in Regulation 24 (2) (C).

All other terms and conditions shall be same as applicable to other short-term open access consumers.

43. Settlement of Energy at drawl point in respect of embedded consumers.-

The mechanism for settlement of energy at drawl point in respect of embedded open access customers shall be as under:

(i) Out of recorded slot-wise drawl the entitled drawl through open access as per accepted schedule or actual recorded drawl, whichever is less, will first be adjusted and balance will be treated as his drawl from the distribution licensee.

(ii) (ii) The recorded drawl will be accounted for / charged as per regulation 24 (2) (A) (a) (ii) of these regulations or regulation 42 as may be applicable.

45. Requirement of Scheduling for Embedded open access consumers. –

(1) Scheduling shall be done in accordance with relevant provisions of IEGC for inter-State transactions and in accordance with relevant provisions of Haryana Grid Code for intra-State transactions.

(2) By 10.00 hours every day, these embedded consumers shall prepare and submit daily schedule of power, in MW, separately showing schedule of power from licensee and that from another supplier through open access for the next day, i.e. from 0000 hrs to 24.00 hrs of the following day to SLDC along with copy to distribution licensee. For day-ahead transactions, bilateral as well as collective, through power exchange or through NRLDC, this schedule of drawl of power through open access submitted at 10.00 hrs shall be considered as final for the

purpose of working out slot-wise admissible drawl from the licensee as per the provisions of regulation 42.

Provided that in case the quantum of energy through open access as per schedule accepted by power exchange is less than the quantum intimated as per the schedule submitted at 10.00 hrs by the embedded open access consumer to the licensee, then he shall inform the SLDC / distribution licensee about the slot-wise accepted schedule of power through open access and his total admissible draw and settlement of energy at the drawl point shall be regulated /settled as provided in regulation 42 and 43 respectively…."

2.2 That as per the Connectivity Regulations, Respondent No. 2 is the nodal agency. The consumer seeking inter-state open access shall apply to the nodal agency in order to obtain no objection from the Respondent No. 2. The embedded consumer who has been granted open access shall inform the distribution licensee regarding schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction.

2.3 That the Petitioner No. 1 entered into a Power Purchase Agreement on 19.09.2023 for procuring power from Petitioner No. 2. As per Article 2 of the PPA, the agreement was entered into for 25 years from the date of commercial operation. Further, Article 5.2 of the PPA, provides as under:

"5.2 Purchase and Sale of Scheduled Energy

From the Commercial Operation Date and subject to the terms and conditions of this Agreement, the Generating Company undertakes to sell to the Purchaser, and the Purchaser undertakes to purchase, and make timely payments for, the scheduled Energy in each Contract Year for the entire Term of the Agreement.

2.4 That Petitioner No. 2 i.e. Transition Cleantech Services Private Limited, situated within the 400 MW AC solar power park of M/s Prerak Greentech Private Limited in Bikaner, commissioned its plant on 15.03.2024 for 24.4 MW Capacity and intimated the same to the Northern Regional Load Dispatch Centre ("NRLDC") by way of letter dated 13.03.2024.

2.5 That post commissioning of the Project, the Petitioner No. 2 was duly supplying power to Petitioner No. 1 while complying with the terms of the Connectivity Regulations. However, on account of an inadvertent error there was failure in informing the distribution licensee regarding the schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction as per Regulation 42 of the Connectivity Regulations from 11.07.2024 to 13.09.2024 ("Unaccounted Period").

2.6 That the Petitioners carried out all the compliances and obtained all the required *No Objection Certificates* ("NOC") required from *National Open Access Registry* ("NOAR") under the Connectivity Regulation which are given as under:

a. The Petitioner No. 1 obtained the Standing clearance from Haryana SLDC (State Load Dispatch Centre) on *Green Open Access Registry* ("GOAR") portal for the unaccounted period as follows:

i. From 21.06.2024 to 16.07.2024 - NOC Obtained on 20.06.2024
ii. From 17.07.2024 to 23.07.2024 – NOC Obtained on 15.07.2024
iii. From 24.07.2024 to 16.08.2024 - NOC Obtained on 19.07.2024
iv. From 17.08.2024 to 23.08.2024 - NOC Obtained on 12.08.2024
v. From 24.08.2024 to 16.09.2024 - NOC Obtained on 14.08.2024
vi. From 19.09.2024 to 30.09.2024 – NOC Obtained on 18.09.2024

b. The Petitioner No. 2 obtained the Standing clearance from Haryana NRLDC on GOAR Portal for the unaccounted period as follows:

i. From 01.07.2024 to 31.07.2024 - NOC Obtained on 26.06.2024
ii. From 01.08.2024 to 31.08.2024 - NOC Obtained on 25.07.2024
iii. From 01.09.2024 to 30.09.2024 - NOC Obtained on 23.08.2024

c. The Petitioner No. 2 obtained the Open Access (Bilateral Transaction) Acceptance for Scheduling from Grid India on NOAR Portal for the unaccounted period as follows:

i. From 02.08.2024 to 16.08.2024 – Applied and accepted on 30.07.2024
ii. From 23.08.2024 to 31.08.2024 - Applied and accepted on 20.08.2024
iii. From 01.09.2024 to 16.09.2024 - Applied and accepted on 29.08.2024
iv. From 25.09.2024 to 30.09.2024 - Applied and accepted on 22.09.2024

2.7 That the Petitioner No. 2 supplied the energy to Petitioner No. 1 for all the Unaccounted Period. Moreover, respective Petitioners have been regularly uploading the scheduled energy on the NOAR website on a daily basis, including for the period from 11.07.2024 to 13.09.2024. The energy supplied was captured in the NRPC monthly Regional Energy Accounts ("REAs") and the same was further accounted by the Respondent No. 2 but the same was not settled in the energy bills of the consumer i.e. Petitioner No. 1.

2.8 That the Petitioner No. 1 has paid an amount of INR 19,06,919/- for the electricity transmitted and wheeled by the Respondent No. 2, on the invoice raised by the Respondent No. 2, regarding transmission, wheeling and SLDC charges.

2.9 That when the electricity supplied during the unaccounted period was not recognized by the Respondent No. 1, the Petitioner No. 2, on 24.01.2025, issued a communication

to the Respondent No. 1 requesting them to release the settlement energy for the Unaccounted Period. The Respondent No. 1 was requested to submit a request to SLDC, Panipat to obtain the implemented schedule for the said period and thereby release the settlement amount for the Settlement Energy in the account of Petitioner No. 2.

2.10 That despite repeated communications, no response was received from Respondent No. 1. The Petitioner No. 2 had no other choice but to approach the Member Secretary of Northern Regional Power Committee ("NRPC") by way of a letter dated 18.02.2025 requesting them to intervene in green energy settlement in the bilateral inter-state open access energy for the Unaccounted Period.

2.11 That the Petitioner No. 2, further wrote to the Managing Director ("MD") of DHBVNL on 10.04.2025 requesting their intervention in the matter. Thereafter, another reminder letter dated 08.05.2025 was sent to the Respondent No. 1 to release the settlement amount as per the energy accounting for the Unaccounted Period.

2.12 Thereafter, in response to the letter dated 18.02.2025 sent by the Petitioner No. 2 to NRPC, the NRPC sent a letter to the Chief Engineer of Haryana SLDC (HVPNL) on 14.05.2024 (sic.) regarding the accounting of Green Energy Scheduled by Transition Cleantech to Embedded Consumers of DHBVN. By way of the said letter, NRPC requested the Respondent No. 2 to apprise whether the above green energy, scheduled and delivered at the Haryana periphery, has been scheduled to DHBVN and subsequently to the said consumers. Further, NRPC directed the Respondent No. 2 to extract from the State Energy Accounts (SEAs), Deviation Settlement Statements for the corresponding intra-state entities for the said period, along with block-wise scheduled energy data and metering data.

2.13 That, NRPC, vide its letter dated 29.07.2025 issued to Respondent No. 1, while giving reference of the communication received by it from the Petitioner dated 18.02.2025, highlighted as follows:-

i. it is important to highlight that under the provisions of prevailing HERC (Green Energy Open Access) Regulations, 2023, GOAR <u>platform serves as the single-window portal for submission</u> and processing of green energy open access applications;

ii. in the Availability Based Tariff (ABT) regime of grid operation, scheduled energy is deemed delivered and commercial settlement is executed directly between sellers and buyers based on the scheduled quantum. *CERC (Indian Electricity Grid Code) Regulations, 2023* also iterates the same philosophy that at the Inter-State Transmission System (ISTS) level, all settlements for scheduled energy are to be executed directly between sellers and buyers based on the quantum

specified by the Regional Power Committee. Deviations from the schedule are settled through a Regulatory Pool Account maintained by the RLDCs, with only the deviation payments handled therein. This principle is uniformly applied in both the inter-state and intra-state contexts as can be observed from HERC DSM Regulations, 2019;

iii. In this context, the matter was taken up with Haryana SLDC vide NRPC letter of even no. dated 14.05.2025. Haryana SLDC, vide letter dated 16.05.2025, while furnishing the State Energy Accounts for the respective months, confirmed that the said energy had been scheduled to the concerned consumers and advised that the matter may be taken up with the concerned DISCOM, i.e., DHBVN, for further necessary action;

iv. Since, energy has been duly accounted for in the Regional Energy Accounts (REAs) and State Energy Accounts issued by NRPC and Haryana SLDC, respectively, for the respective months, the energy is scheduled and deemed delivered to net drawl schedule of Haryana and subsequently to DHBVN;

v. In view of the above, DHBVN, is requested to apprise whether the above green energy, scheduled to said consumers;

vi. Since the scheduled energy has already been accounted in both Regional and State Energy Accounts, the energy is deemed delivered to Haryana (and DHBVN) as part of its net drawal schedule. The denial of settlement by DHBVN, if any, not only undermines the sanctity of the scheduling and accounting system but may also lead to unintended undermining of Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 issued by Ministry of Power that defined the framework of Green Energy Open Access for not only inter-state but also intra-state transactions.

["Emphasis Supplied"]

2.14 That in the absence of any response from Respondent No.1 qua energy settlement for the electricity utilized by the Respondent No. 1, the Petitioners are compelled to approach this Hon'ble Commission.

GROUNDS

2.15 That an inadvertent procedural mistake should not prejudice the substantive rights of the Petitioners. Petitioner No. 1 remains entitled to receive credit for the Unaccounted Period and Petitioner No. 2 shall be entitled to paid for the renewable energy generated and supplied during the Unaccounted Period.

2.16 That an unintentional mistake on the part of an individual/entity must not affect their substantial rights. has also been held by Hon'ble Appellate Tribunal for Electricity in the

matter of *M/s Rana Sugars Limited v. UPERC, Appeal No. 185 of 2022 dated 28.05.2025* that:

"19. In our judgment in appeal no.186 of 2023, we have taken note of the well settled judicial principle that a bonafide and honest mistake committed by a person/entity with no intention to cause any harm/loss to any other person/entity should be permitted to be rectified. Our discussion on this aspect in the said judgment in extracted hereinbelow: -

"35. We may also note that it is a well settled judicial principle that where a bonafide and honest mistake has occurred with no intention to cause any harm/loss by the party committing such mistake to any other person then that person must be permitted to rectify the mistake. While dealing with the issue of bonafide mistake committed by a person, the Supreme Court in the case of Price Waterhouse Coopers Private Limited V/s CIT, (2012) 348 ITR 306 (SC) held that no penalty can be imposed in respect of inadvertent and bonafide mistake committed by an assessee. The relevant portion of the judgment is extracted hereinbelow: -

"15. The contents of the Tax Audit Report suggest that there is no question of the assessee concealing its income. There is also no question of the assessee furnishing any inaccurate particulars. It appears to us that all that has happened in the present case is that through a bona fide and inadvertent error, the assessee while submitting its return, failed to add the provision for gratuity to its total income. This can only be described as a human error which we are all prone to make. The calibre and expertise of the assessee has little or nothing to do with the inadvertent error. That the assessee should have been careful cannot be doubted, but the absence of due care, in a case such as the present one, does not mean that the assessee is guilty of either furnishing inaccurate particulars or attempting to conceal its income.

16. We are of the opinion, given the peculiar facts of this case, that the imposition of penalty on the assessee is not justified. We are satisfied that the assessee had committed an inadvertent and bona fide error and had not intended to or attempted to either conceal its income or furnish inaccurate particulars."

36. Similar view has been expressed by the Delhi Hight Court in Charu Kain V/s High Court of Delhi, 2022 LiveLaw (Del) 551. In that case the petitioner before the court had appeared for Delhi Judicial Service Preliminary Examination, 2022 as a General Category candidate whereas she belonged to a reserve category (SC). The petitioner had secured 119.5 marks which was admittedly above the cut-off marks i.e. 115.5 specified for reserve category candidates. Therefore, in the event she was considered as a reserve category candidate, she would have made it for appearing in the mains examination. In such a situation, the court observed and held as under: -

"13. In the given facts, the limited question that falls for consideration before this Court is whether the petitioner should suffer the consequence of her mistake, which she has admittedly committed, or ought to be given a chance to rectify the same.

14. The petitioner has relied upon the decision of the Division Bench of the High Court of Rajasthan in the case of Kavita Choudhary v. Registrar (Examination): 2017 SCC OnLine Raj 3612, wherein the court had taken a liberal view that the mistakes which do not prejudice any other person, should be permitted to be rectified. The perusal of the said decision indicates that the court had also followed several decisions passed by this Court to the aforesaid effect.

15. This Court concurs with the aforesaid view. Clearly, a person committing a bona fide mistake, which does not cause prejudice to any person, should be given an opportunity to rectify the same.

16. In the present case, it is clear that the petitioner's mistake is a bona fide one; she derived no benefit from submitting an incorrect application disclosing her category as the general category. She had further compounded the mistake by not seeking immediate rectification as soon as she became aware of the same.

17. Notwithstanding the same, this Court finds that there is no prejudice caused to any person and the matter regarding the examination has not proceeded to a stage, which renders it inapposite to correct this mistake."

37. In the case before Bombay High Court in Commissioner of Income-Tax V/s Somany Evergree Knits Limited 2013 SCC Online Bom 1798, the respondent an income-tax assessee had, in its return of income claimed depreciation of Rs.1.70 crores. During the assessment proceedings, he realized that it had wrongly claimed Rs.1.70 crores of depreciation instead of Rs.1.05 crores and explained that this had happened due to mistake a calculation. The Assessing Officer did not accept that it was a mistake and levied penalty under section 271(1)(c) of the Income Tax Act, 1961. The Commissioner of Income Tax (Appeals) upheld the order of Assessing Officer. The Appellate Tribunal held the mistake to be bonafide and inadvertent an accordingly reversed the decision of Commissioner of Income Tax as well as the Assessing Officer. The decision of the Income Tax Tribunal was upheld by the Bombay High Court saying that there is no reason to interfere in the same."

2.17 That the Respondent No. 1 has distributed (and earned revenue) the electricity which has been supplied during the Unaccounted Period using the assets of the Respondent No. 2. The Respondent No. 2 has earned revenue by collecting fee for the assets utilized by the Petitioner No. 2 to the Petitioner No. 1. Non-recognition/non-settlement of the electricity utilized is an act of unjust enrichment at the expense of Petitioners. In

case of *Sahakari Khand Udyog Mandal Ltd. v. CCE & Customs*, (2005) 3 SCC 738, the Apex Court defined "Unjust Enrichment" as under:

"31. Stated simply, "unjust enrichment" means retention of a benefit by a person that is unjust or inequitable. "Unjust enrichment" occurs when a person retains money or benefits which in justice, equity and good conscience, belong to someone else.

32. The doctrine of "unjust enrichment", therefore, is that no person can be allowed to enrich inequitably at the expense of another. A right of recovery under the doctrine of "unjust enrichment" arises where retention of a benefit is considered contrary to justice or against equity."

2.18 That the actions of the Respondent No. 1 are violative of the Electricity Act, 2003 as the intent and scope of Electricity Act, 2003 is majorly built on protecting interest of consumers and also for promotion of the renewable energy.

2.19 That unjust enrichment cannot be allowed especially when it goes against the intent of Electricity Act, 2003. It was held in the case of Power Company of Karnataka Limited v. Udupi Power Corporation Ltd., 2020 SCC OnLine APTEL 94 that:

"251. Noticeably, unjust enrichment may accrue even indirectly by saving of inevitable expenses as well. The liability of the procurer under the PPA is to make timely payment. If this obligation is not discharged, it leads to further liability incurred under the Regulations to pay LPSC which is subsumed as part of the tariff. Since such liability towards LPSC is not founded in contractual terms, the ruling of Madhavankutty (supra) is inapplicable. Failure to account for such liability is an attempt on the part of appellants to make illegitimate savings which, going by above explanation in Mahabir Kishore, <u>is gaining of indirect advantage resulting in unjust enrichment. This cannot be permitted in as much as it violates the letter and spirit of the objects and reasons, and philosophy, of Electricity Act, 2003,</u> the hallmarks whereof include not only safeguarding of the consumers' interest but also, and equally important, the conduct of "the generation, transmission, distribution and supply of electricity" based "on commercial principles", encouraging "competition, efficiency, economical use of the resources, good performance and optimum investments", and "recovery of the cost of electricity in a reasonable manner"."

2.20 That the following prayers have been made:-

a. Admit the present petition; and

b. Direct Dakshin Haryana Bijli Vitran Nigam Limited to recognise the electricity supplied by Transition Cleantech Services Private Limited to Candor Gurgaon One Realty Projects Private Limited for the period between 11.07.2024 to 13.09.2024 and consequently settle the unrecognized units in the respective monthly electricity bills of the Candor Gurgaon One Realty Projects Private

Limited i.e., 765.975 (MWh) for the month of July 2024; 1201.275 (MWh) for the month August 2024; and 709.900 (MWh) for the month of September 2025. The cumulative number of units 2677.15 (MWh) as per the energy accounting shared by the Haryana Vidyut Prasaran Nigam Limited for the period July 2024 to September 2024; and

c. In alternate to prayer b) and without prejudice to relief available under prayer b), direct Dakshin Haryana Bijli Vitran Nigam Limited to make payment for the electricity injected by Transition Cleantech Services Private Limited in distribution asset of Haryana Bijli Vitran Nigam Limited between the period of 11.07.2024 to 13.09.2024; and

d. Pass any other order/ direction as this Hon'ble Commission may deem fit in the interest of justice.

3. **The reply dated 03.03.2026, filed by Respondent No.1 (DHBVN): -**

3.1 That the issues raised in the present matter are governed by the HERC (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012, as amended ("OA Regulations"). The said Regulations categorically prescribe that all disputes shall, in the first instance, be decided by the Coordination Committee. Only thereafter, an appeal against the decision of the Coordination Committee shall lie before this Hon'ble Commission. For ease of reference, the relevant regulation is reproduce below:

"53. Dispute resolution. - All disputes and complaints arising under these regulations shall be decided by the coordination committee within a period of 30 days from the date of receipt of application from the concerned party. Appeal against the decision of the coordination committee shall lie with the Commission. The decision of the Commission shall be final and binding."

3.2 That the Petitioner has directly approached this Hon'ble Commission without first availing the appropriate and efficacious alternative remedy as mandated under the OA Regulations. It is a settled position of law that where a statutory alternative remedy is available, the same must be exhausted before invoking the jurisdiction of this Hon'ble Commission. By directly approaching this Hon'ble Commission, the Petitioner has circumvented and surpassed the statutory mandate requiring adjudication by the Coordination Committee at the first instance. The Petitioner has failed to approach the Coordination Committee, which is the designated forum for adjudication of disputes at the first instance. Accordingly, the present Petition is premature and not maintainable at this stage and is liable to be dismissed on this ground alone.

3.3 That without prejudice to the plea of maintainability, as set out above, it is submitted that the petitioner has erroneously treated Regulation 42 of the OA Regulations as merely directory in nature, the compliance of which is sought to be portrayed as immaterial for claiming the benefits associated with open access. Such an understanding is wholly misconceived and contrary to the express and mandatory mandate of Regulation 42, which unequivocally requires embedded consumers (including Petitioner No. 1) to submit to Respondent No. 1 the schedule of power through open access for all 96 time blocks by 10:00 AM of the day preceding the day of transaction. Compliance with Regulation 42 is a sine qua non for availing and claiming any benefit under the open access framework.

3.4 That it is utmost relevant to extract deliberations of the Commission in introducing the amendment to the Regulation 42 of 2012 OA Regulations requiring the open access consumers to intimate the Distribution Licensees the confirmed slot wise schedule of power through open access for the next day by 10 AM of the previous day, which is as under :-

"2.4. Additional conditions for open access for day ahead transactions:

Distribution licensees have often brought to the notice of the Commission the difficulties being faced by them in the planning / managing their drawl of power from the grid as also in the load control in a cost effective manner unless a confirmed schedule of power through open access tied up for the next day by the open access consumers is made available to them sufficiently in advance. The total quantum of open access power for the next day ie. for 00.00 hours to 24.00 hours of the following day, against day ahead transactions is known by the distribution licensees only between 5 p.m to 6 p.m of the previous day. Thereafter the licensees have no time and are not in a position to take any corrective measures to affect alternations in their own schedule for surrendering any surplus power or for arranging more power in case of any shortfall as by that time distribution licensees' own bids/schedule for energy drawl would have been approved by the power exchange/RLDC. The result is that they invariably are forced to under draw / over draw or impose avoidable cuts leading to financial losses and consequent additional burden for other consumers due to actions of the open access consumers."

The Commission feels that it would not be fair and justifiable if any losses of the distribution licensee on account of energy transactions by open access consumers get passed on, directly or indirectly, to other consumers. The Commission, to address these problems /difficulties, after a careful consideration of all these aspects, has prescribed certain additional conditions for grant of open access in case of day ahead transactions by open access consumers. The foremost among these additional conditions is that for day ahead transactions, the open access consumers shall submit a confirmed slot-wise

schedule of power through open access and from the licensee for the next day at 10:00 hours of the previous day to the distribution licensee and SLDC. In case there are any reductions in his open access schedule when it is finally accepted/cleared by the power exchange, he would be required to manage his drawl from the licensee as also his total drawl accordingly. In case he exceeds his admissible drawl in any time-slot, penalty will be leviable. Amendments have been made in the relevant regulations accordingly. The principle that has been based upon to arrive at these conclusions is simple i.e in case a consumer wants to avail the benefit of cheaper power, he should be ready to face the associated risks also if any."

3.5 That a bare reading of the Statement of Objects and Reasons accompanying the notification dated 3rd December, 2013, whereby Regulation 42 was amended, conclusively establishes that the Hon'ble Commission took note of the practical difficulties faced by Distribution Licensees in planning and managing their drawal of power from the grid, as well as in exercising effective load control in a cost-efficient manner. The Hon'ble Commission found that, in the absence of a confirmed schedule of power tied up by Open Access consumers being made available sufficiently in advance, grid discipline and operational planning were adversely impacted. In view thereof, the Hon'ble Commission considered it necessary to prescribe additional conditions for day-ahead Open Access transactions by way of amendment to Regulation 42. The said amendment was introduced in furtherance of public interest, with the object of preventing Distribution Licensees from passing on losses arising out of Open Access transactions to consumers at large, while ensuring systematic planning, scheduling, and maintenance of grid discipline, which squarely falls within the Hon'ble Commission's paramount responsibility of consumer protection.

Therefore, in terms of Regulation 42 of the OA Regulations, embedded open access consumers (including Petitioner No. 1) were required to submit to the distribution licensee i.e. DHBVN, a schedule of power to be obtained through open access for all the 96 slots of a particular day by 10 AM of the day preceding the day of transactions, which was to be considered as confirm schedule for working out slot-wise admissible drawal of the consumer from the licensee with reference to a sanctioned contract demand.

Additionally, Regulation 43 of the OA Regulations, clearly provides consequences for non-compliance of Regulation 42. Clause 1 of Regulation 43 envisages that out of recorded slot-wise drawl the entitled drawl through open access as per accepted schedule or actual recorded drawl, whichever is less, will first be adjusted and balance will be treated as his drawl from the distribution licensee. For instance, if an embedded open excess consumer with a contract demand of 10 MW has schedule of 4 MW power

through open access in a time slot of the succeeding day as per the schedule submitted by him at 10 AM, his admissible drawl from the licensee in that slot would be 6 MW (total contract demand of 10 MW – accepted schedule drawl of 4 MW through open access) which is to be adjusted first. However, in case the embedded open access consumer does not intimate the Distribution Licensees about the quantity of power scheduled by it through open access, as required under Regulation 42, his accepted schedule would be 0 MW even though, he may have obtained 4 MW of power through open access. In that case, the drawl from the licensee would be treated as 10 MW even if he may have consumed only 6 MW of power from the licensee. Thus, in case of non-compliance of the amended Regulation 42, the OA consumer will have to pay twice for the power scheduled through open access; firstly to the exchange from where it is obtained and secondly to the Distribution Licensees.

3.6 That the requirements stipulated under Regulation 42 are mandatory in nature, and strict compliance therewith is a condition precedent for availing and claiming any commercial or operational benefit under the Open Access framework. Any deviation or non-compliance with the said Regulation defeats the very object and public interest sought to be achieved by the Hon'ble Commission.

3.7 That it is an admitted position that Petitioner No. 1, at the relevant time and in clear contravention of the mandate of Regulation 42, had not furnished the requisite information, namely the power schedule through open access, to Respondent No. 1 for the disputed period. Consequently, Petitioner No. 1 rendered itself liable to face the consequences stipulated under Regulation 43. Respondent No. 1, with a view to facilitate embedded open access consumers, had operationalised an Open Access Portal ("OA Portal"), through which such consumers could intimate their respective day-ahead power schedules through open access. However, for reasons best known to Petitioner No. 1, it chose to apply for access to the OA Portal only after 13.09.2024, pursuant to which login credentials were granted. Since then, Petitioner No. 1 has been intimating Respondent No. 1 of its day-ahead open access power schedules through the OA Portal, in compliance with Regulation 42.

3.8 That the Petitioners' submission regarding alleged unjust enrichment is wholly misconceived and deserves to be rejected by this Hon'ble Commission. Respondent No. 1 is under a statutory obligation to provide or make available power to Petitioner No. 1 to the extent of its contract demand. On account of Petitioner No. 1's failure to intimate Respondent No. 1 regarding the scheduling of power through open access, as expressly mandated under Regulation 42, Respondent No. 1 had to make power available in commensuration with the contract demand. The Petitioner, having itself failed to comply

with the mandatory provisions of Regulation 42, cannot claim any benefit or entitlement therefrom, and no question of unjust enrichment arises in such circumstances.

3.9 That if the situation as portrayed by the Petitioner is accepted, it would render the amendment to Regulation 42 otiose and completely defeat the very purpose of prescribing additional conditions for Open Access consumers, which were introduced in the public interest to ensure systematic scheduling, grid discipline, and protection of consumers from being burdened with losses arising from non-compliant Open Access transactions. Therefore, the Petitioner No. 1 can't be allowed to claim the adjustments despite admitting that it had failed to comply with Regulation 42 of the OA Regulations. In this regard, the Hon'ble Supreme Court, in a plethora of judgments, has opined that no one can be allowed to take advantage of its own wrong. Therefore, any such benefit being given to the Petitioner would be against the settled principles of law as well as the express Regulatory provisions framed by this Commission itself.

3.10 That mere grant of NOCs/standing clearances and acceptance of bilateral transactions on the NOAR/GOAR portals does not amounts to full compliance with the applicable Open Access regulatory framework or entitles the Petitioners to any commercial settlement. The permissions and clearances referred to herein are issued by SLDC/NRLDC and other central agencies for the limited purpose of enabling open access transactions at the grid level and do not, by themselves, dispense with or override the mandatory obligation cast upon the embedded open access consumer to submit a confirmed slot-wise day-ahead schedule of power to Respondent No. 1 by 10:00 AM of the preceding day in terms of Regulation 42 of the OA Regulations. Recognition and settlement of open access power by Respondent No. 1 is strictly governed by compliance with the State Open Access Regulations, and not merely by the existence of central or regional level approvals. In the admitted absence of compliance with Regulation 42 for the disputed period, the NOCs, standing clearances, or scheduling acceptances relied upon by the Petitioners are inconsequential for the purposes of energy accounting and commercial settlement by Respondent No. 1. Accordingly, the Petitioners' reliance on the aforesaid documents is misplaced, irrelevant, and does not confer any entitlement or claim against Respondent No. 1.

3.11 That mere uploading of schedules on the NOAR portal or recording of energy in the NRPC Regional Energy Accounts by Petitioner No. 2 does not discharge the mandatory obligation of the embedded open access consumer, i.e., Petitioner No. 1, to submit a confirmed slot-wise day-ahead schedule to Respondent No. 1 by 10:00 AM of the preceding day in terms of Regulation 42 of the Open Access Regulations.

3.12 That payment of transmission and wheeling charges, even if made, does not regularize a non-compliant open access transaction nor does it dispense with the mandatory

requirement of compliance with Regulation 42 of the Open Access Regulations for recognition and settlement of energy by Respondent No. 1. Accordingly, the said averment does not confer any right or entitlement upon the Petitioner and is denied.

3.13 That Respondent No. 1 is under no obligation to seek or obtain any implemented schedule for a period during which the Petitioners admittedly failed to comply with the mandatory scheduling requirements prescribed under the applicable Open Access and Connectivity Regulations. Mere uploading of data on the NOAR portal, without a duly confirmed and properly communicated day-ahead schedule to Respondent No. 1, does not confer any enforceable right for recognition or settlement of energy. Petitioner No. 2 lacks locus standi to address any communication to Respondent No. 1 or to seek release of any settlement amount, as Petitioner No. 2 is not the embedded consumer of Respondent No. 1. The statutory framework governing scheduling, accounting, billing, and settlement operates only qua the embedded consumer and is subject to strict regulatory compliance. In the absence of any privity of contract or statutory relationship with Respondent No. 1, Petitioner No. 2 has no independent right to demand recognition or settlement of energy for a non-compliant period. For the same reasons, Petitioner No. 2 also lacks locus standi to seek any relief against Respondent No. 1 in the present proceedings. The averments to the contrary are misconceived and are therefore denied.

3.14 That Respondent No. 1 is neither concerned with nor bound by any invoices raised by Respondent No. 2 towards transmission, wheeling or SLDC charges, or the alleged payment thereof by the Petitioners. Payment of such charges, even if assumed, cannot cure or condone non-compliance with statutory scheduling requirements, nor can it confer any vested or enforceable right upon the Petitioners to claim settlement of energy from Respondent No. 1.

3.15 That the communication dated 14.05.2025 issued by NRPC does not, in any manner, alter, override, or dilute the admitted and undisputed position that the Petitioners failed to comply with the mandatory scheduling requirements prescribed under the applicable Open Access and Connectivity Regulations. The said communication is merely in the nature of an inter-departmental correspondence seeking information or clarification and does not confer any right, entitlement, or benefit upon the Petitioners. It is further submitted that the Petitioners are impermissibly attempting to accord precedence to the communication dated 14.05.2025 over the binding statutory regulations, which is wholly untenable in law. Administrative or procedural communications cannot supersede or substitute mandatory regulatory provisions. Non-compliance with the applicable regulations cannot be cured or legitimised by relying upon such correspondence. In the absence of strict adherence to the prescribed regulatory framework, no question of lawful accounting or settlement of energy arises.

3.16 That mere assertions that energy was "injected, scheduled and supplied" cannot override the admitted failure of the Petitioners to comply with the mandatory regulatory requirement of submitting and communicating a duly confirmed day-ahead schedule to Respondent No. 1 in accordance with the applicable Open Access and Connectivity Regulations. It is further submitted that daily uploading of data on the NOAR portal, in the absence of a valid and confirmed schedule communicated to Respondent No. 1, does not amount to lawful scheduling and does not create any enforceable right to seek accounting or settlement of energy. The contention that the energy cannot be treated as unaccounted due to an "inadvertent failure" is untenable, as mandatory statutory requirements cannot be diluted, waived, or condoned on grounds of inadvertence or equity. The averment that the electricity supplied was "consumed by Respondent No. 1" by further supplying it to its consumers is denied and misconceived, as Respondent No. 1 can only account for and settle energy strictly in accordance with the regulatory framework. Any attempt by the Petitioners to justify non-compliance by relying on unilateral communications or equitable considerations is impermissible in law.

3.17 That the principle relied upon in *M/s Rana Sugars Limited v. UPERC* regarding protection of substantial rights for unintentional mistakes is wholly inapplicable to the facts and circumstances of the present case. The Petitioners' failure to submit the confirmed day-ahead schedule to Respondent No. 1 during the Unaccounted Period constitutes a clear and deliberate non-compliance with mandatory statutory and regulatory provisions under the Connectivity Regulations and Green Energy Open Access framework. No inadvertent error, procedural lapse, or goodwill action can confer any independent right to energy settlement.

3.18 That the reliance on *Sahakari Khand Udyog Mandal Ltd. v. CCE & Customs* is entirely misplaced, as the facts and circumstances of that case bear no similarity to the present dispute. No regulatory or legal framework entitles the Petitioners to claim settlement for a period of non-compliance.

4. **The reply dated 27.04.2026, filed by Respondent No.2 (HVPN): -**

HVPNL has filed an affidavit dated 24.04.2026 to adopt the reply filed by Respondent No. 1 (DHBVNL).

5. **The rejoinder dated 22.05.2026, filed by the Petitioner**

5.1. That the present joint rejoinder is being filed by Petitioner No. 1, and 2 ("Petitioners") to the reply filed by the Respondent No. 1- DHBVN. At the outset, the Petitioners deny each and every allegation, averment, contention, submission, defence and plea set up by the DHBVN vide its reply as being absolutely false, baseless, incorrect, misleading

and legally untenable. Nothing contained in the Reply shall be deemed to have been admitted by the Petitioners unless expressly and specifically admitted herein. The Petitioners reiterate and reaffirm the submissions made vide their Petition bearing Petition No. 101 of 2025, which may be read as part and parcel of the present Rejoinder.

5.2. That DHBVN has, inter alia, submitted the following:

A. Maintainability Objection: DHBVN argues that the Petition is not maintainable because Regulation 53 of the HERC (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012 ("*HERC Open Access Regulations*") requires all disputes to first be decided by the Coordination Committee, and only thereafter can an appeal lie before this Hon'ble Commission. DHBVN alleges that the Petitioners bypassed the aforesaid condition as stipulated under the Regulation 53. Further, DHBVN also contends that inherent powers or power to relax under the HERC Open Access Regulations cannot be invoked to bypass a mandatory statutory procedure under the Regulation 53.

B. Generator Has No Locus: DHBVN claims Petitioner No. 2 (Generator) lacks locus because the settlement relationship is only between DHBVN and the embedded consumer which is Petitioner No. 1.

C. Alleged Violation with Regulation 42 & Consequential Application of Regulation 43: DHBVN contends that during the period 11.07.2024–13.09.2024, the Petitioner No. 1 failed to submit the 96 slot day ahead schedule by 10:00 AM to the distribution licensee as mandated under Regulation 42 of the HERC Open Access Regulations. On this basis, DHBVN argues that Regulation 43 must automatically apply, treating the Petitioners' open access schedule as "zero" for all time blocks, requiring DHBVN to treat the entire recorded drawl as drawl from the distribution licensee under Contract Demand, and thereby denying any open access benefit or settlement.

Further DHBVN asserts that mere uploading day ahead schedules on National Open Access Registry ("NOAR")/ Green Open Access Registry ("GOAR"), which is duly accepted by the State Load Despatch Centre ("SLDC"), the Northern Regional Load Despatch Centre ("NRLDC") and the National Load Despatch Centre ("NLDC"), and fully accounted in Regional Energy Accounts ("REA") and State Energy Accounts ("SEA") does not amount to compliance with Regulation 42, as the distribution licensee was not directly informed.

D. Denial of Unjust Enrichment: DHBVN states that no unjust enrichment occurs when there is violation of any provision of the Regulations and that it merely

supplied power under contract demand and it is the Petitioner who was obligated to plan their drawl accordingly.

A. <u>IN RE MAINTAINABILITY OBJECTION</u>

5.3. That DHBVN, vide its reply, contends that Regulation 53 of the HERC Open Access Regulations mandates that all disputes must first be decided by the Coordination Committee, with only an appeal thereafter lying before this Hon'ble Commission. The contents of the Regulation 53 is reproduced below for convenience:

> *"Chapter – XIII*
> *Special provisions*
> *53. Dispute resolution. - All disputes and complaints arising under these regulations shall be decided by the coordination committee within a period of 30 days from the date of receipt of application from the concerned party. Appeal against the decision of the coordination committee shall lie with the Commission. The decision of the Commission shall be final and binding*."

According to DHBVN, by approaching this Hon'ble Commission directly, the Petitioners have bypassed the statutory forum, and the Petition is therefore not maintainable. The Petitioners deny this contention as wholly misconceived.

5.4. That the present Petition is not an operational dispute "*arising under*" the Regulation 53 of the Open Access Regulations that the Coordination Committee is empowered to decide.

Rather, the dispute squarely engages Regulation 54 (interpretation). It is pertinent to note that Regulation 54 expressly vests *interpretational authority* in this Hon'ble Commission. The same is reproduced below for convenience:

<u>"54. Interpretation. - If a question arises relating to the interpretation of any provision of these regulations, the decision of the Commission shall be final."</u>

<u>["Emphasis Supplied"]</u>

Further, for the kind of reliefs sought by the Petitioners, it is necessary that it directly invokes this Hon'ble Commission's power to amend, relax and power to remove difficulties under Regulation 57, 58 and 59 of the HERC Open Access Regulations, as well as the Hon'ble Commission's inherent powers under the Conduct of Business Regulations. The Hon'ble Commission's power to relax / remove difficulties under the HERC Open Access Regulation, and the Hon'ble Commission's inherent powers to ensure that renewable energy duly scheduled, injected, delivered, and accounted through the statutory scheduling and accounting system is not left unrecognised due to a procedural lapse, ultimately causing losses and perpetrating injustice to a consumer. It is extremely pertinent to submit that these powers vest exclusively with this Hon'ble

Commission, thus the contention of the Respondent is wholly misplaced and misconceived.

5.5. That the relief sought by the Petitioners vide the present Petition cannot *in any manner* be granted by the Coordination Committee under the Regulation 53 because the Committee does not possess the authority to:

- interpret Regulation 42, 43 and 45 and other provisions of the HERC Open Access Regulations including its interaction with the Green Energy Open Access framework;
- consider public interest issues relating to renewable energy promotion under Section 86(1)(e) of the Electricity Act;
- exercise relaxation and/or inherent powers, which are vested exclusively in this Hon'ble Commission under the Connectivity Regulations, Green OA Regulations, and Conduct of Business Regulations;
- adjudicate disputes involving a generating company and a distribution licensee, which fall squarely within Section 86(1)(f) of the Electricity Act, 2003 and do not fall within the scope of Regulation 53, which is limited to disputes "arising under" the Open Access Regulations.

Such determination is inherently quasi-judicial and involves interpretation of the applicable Regulations which lies wholly outside the jurisdiction of the Coordination Committee, which is merely an administrative facilitation forum without the powers to interpret the Regulations.

B. <u>IN RE GENERATOR HAS NO LOCUS</u>

5.6. That DHBVN contends Petitioner No. 2 (GENCO) has no locus because energy settlement is a matter solely between the distribution licensee (Respondent DHBVN) and the consumer (Petitioner No. 1); hence, the Petitioner No. 2 (GENCO) cannot maintain these proceedings, which DHBVN characterizes as a plain consumer billing dispute. It is humbly submitted that the issue under the present Petition is not limited to a billing dispute, it involves a larger question that what is the entitlement of a generator in the cases where the consumer is being denied energy settlement and consequently does not make payment for the electricity generated, injected by the generator and utilised by the distribution licensee for its own benefit. It is the submission of the Petitioners that the GENCO cannot be left remediless. The GENCO is a regulated entity and in case of any dispute with a distribution licensee, it has to be adjudicated by this Hon'ble Commission.

5.7. That the present Petition directly concerns the recognition and monetisation of energy that the generator has scheduled, delivered, and for which it is yet to receive its dues as the supply of energy is not a gratuitous act undertaken by the GENCO. The reliefs sought directly corelates to the GENCO's rights just as much as the consumer's, consequently, making the generator a necessary party to the present Petition. The same is also evident from the following:-

a. The HERC Open Access Framework Creates a Direct Generator–Consumer Supply Relationship

b. Generator centric prayer in the Petition makes it proper party to the present proceedings.

5.8. That under any open access regulation including the present HERC Open Access Regulation, the relationship is directly between the generator and the consumer. The DISCOM is not the buyer of the power; it only provides its network for wheeling and performs statutory settlement of energy at the consumer's drawl point.

5.9. That the STU (HVPNL) is the nodal agency for granting open access and connectivity (Reg. 11 of the HERC Open Access Regulations), and in cases where the consumer is embedded in a DISCOM's network, the DISCOM's consent is obtained through the STU (Reg. 16 of the HERC Open Access Regulations).

5.10. That when it comes to billing and settlement, the applicable Regulations makes it clear that open access power is always adjusted first at the consumer's drawl point, and only the remaining requirement is treated as supply from the DISCOM (Reg. 43 of the HERC Open Access Regulations). This means the consumer receives the Generator's energy as a distinct supply, and the DISCOM merely accounts for it; it does not purchase it.

5.11. That in simple terms, the applicable Regulations ensures that the generator supplies power directly to the consumer, the DISCOM only wheels and settles, and the Generator's delivered energy is meant to show up in the consumer's bill. This creates a clear link between the Generator and the consumer making the Generator a necessary party whenever the recognition or settlement of its supplied energy is in dispute.

5.12. That the very prayers in the present Petition make it unmistakably clear that the Petitioner No. 2- GENCO has a direct relevance and locus in the outcome of the Petition. In this light it is important to point that:

- Prayer (b) of the Petition specifically prays to this Hon'ble Commission to direct DHBVN to *recognise the electricity supplied by Petitioner No. 2* and to reflect that recognised energy in Petitioner No. 1's monthly bills for the disputed period. In the alternative,

- The alternative, Prayer (c) seeks a direction to DHBVN to *pay the generator directly* for the same centrally scheduled energy that was injected and used in DHBVN's system.

Either of these outcomes directly affects the Petitioner No. 2- GENCO's right to be compensated for energy already supplied/delivered. Leaving the Petitioner No. 2-GENCO out of the present Petition would result in prejudice, where one party's rights are determined in the absence of the very entity whose dues are at stake. The Generator is therefore not just a proforma party it is the necessary and proper party.

5.13. That the Petitioner No. 2- GENCO's interest is not remote or secondary; it is immediate and concrete. If Prayer (b) is granted, the moment DHBVN recognises the scheduled open access units in the consumer's (Petitioner No. 1) bill, the consumer (Petitioner No. 1) is obligated to settle the GENCO's invoices under their PPA/OA arrangement, thereby restoring the GENCO's legitimate dues. If, instead, Prayer (c) is granted, DHBVN must itself pay for the energy it has already received, consumed, and benefited from preventing unjust enrichment and ensuring that the value of the supplied electricity reaches the rightful supplier. In both scenarios, the Petitioner No. 2-GENCO's financial injury is direct and persistent. Its locus is therefore not only legally sound but practically unavoidable

5.14. Accordingly, in light of the above, the "no-locus" plea of DHBVN is untenable and ought to be rejected.

C. IN RE ALLEGED NON-COMPLIANCE WITH REGULATION 42 & CONSEQUENTIAL APPLICATION OF REGULATION 43

5.15. That DHBVN contends that, for the period 11.07.2024–13.09.2024, Petitioner No. 1 did not submit the 96 slot day ahead schedule by 10:00 AM to the distribution licensee as mandated by Regulation 42 of the HERC Open Access Regulations. On the aforesaid, DHBVN argues that Regulation 43 automatically applies, treating the open access schedule as "zero" for all time blocks, thereby requiring DHBVN to treat the entire recorded drawl as drawl from the licensee under Contract Demand, and hence deny any open access benefit or settlement for the disputed period.

5.16. That the Petitioners specifically deny that there was a substantive breach of Regulation 42 of the HERC Open Access Regulation. The Regulations 42, 43 and 45 does not prescribe any exclusive mode of intimation to the distribution licensee; it creates a duty to submit the 10:00 AM schedule, which the Petitioners discharged substantively by submitting complete 96 block schedules on National Open Access Registry (NOAR)/GOAR, accepted by SLDC/NRLDC/NLDC, and fully accounted in REA/SEA. NOAR (National Open Access Registry) and GOAR (Green Open Access Registry) are

the central Grid India platforms used for registering and administering open access and green open access transactions, while SLDC, NRLDC and NLDC are the statutory State, Regional and National system operators responsible for scheduling and grid operation oversight under the Indian Electricity Grid Code, and REA/SEA are the authoritative Regional and State Energy Accounts that serve as the commercial basis for energy settlement. It is relevant to submit that India as a nation operates on a unified scheduling and accounting architecture, wherein schedules move through the NOAR/GOAR system to SLDC/NRLDC/NLDC and ultimately culminate in Regional and State Energy Accounts (REA/SEA). The same is evident from SAMAST report (Forum of Regulators / POSOCO) 2016. The relevant extract is reproduced below:

*"**The SLDCs/RLDCs are mandated by the Electricity Act to keep account of the electricity in the State / Regional Grid. The State Grids are synchronously connected with the Regional Grids in India. The five regional grids also have been synchronously connected to form the National Grid. Open Access in transmission and physical integration of the State and National Grids enabled the market players to trade electricity seamlessly. Thus the electricity markets in India have been integrated. Indian Grid is interconnected with the Grids of the neighbouring countries viz. Bhutan, Bangladesh and Nepal. Electrical energy is being exchanged with these countries. Gradually the volume of electricity traded in the intrastate, interstate, inter-regional grid and trans-national is expected to increase**."*

*["**Emphasis Supplied**"]*

5.17. That the only lapse of non-updation of DHBVN's internal portal cannot erase the legal effect of centrally accepted schedules or nullify energy that was scheduled, delivered into DHBVN's system, and accounted by statutory system operators. Therefore, for the respective months, the energy is scheduled and deemed delivered to net drawl schedule of Haryana and subsequently to DHBVN;

5.18. That DHBVN is making an attempt to interpret Regulation 43 on the premise that the OA schedule is "zero". That premise fails where:

(a) NOAR/GOAR uploads were made daily,

(b) SLDC/NRLDC/NLDC accepted/cleared the schedules, and (c) the energy stands recorded in REA/SEA (Regional Energy Account/State Energy Account).

In other words, a valid schedule existed and was acted upon; hence, the zero OA fiction under Regulation 43 is inapplicable and such contention ought to be rejected at the threshold. To hold otherwise would contradict the State/Regional accounting and undermine the sanctity of grid wide scheduling.

5.19. That the text of Regulation 42, 43 and 45 obliges the consumer to "submit to the distribution licensee" the 96 block schedule by 10:00 AM. However, it does not stipulate that submission be through a particular DHBVN portal or any exclusive medium. The same is reproduced below for convenience:

"*Chapter XI*

Embedded open access consumers

42. Eligibility criteria, procedure and conditions to be satisfied for grant of open access to embedded consumers shall be the same as applicable for short term open access.

43. Settlement of Energy at drawl point in respect of embedded consumers. -The mechanism for settlement of energy at drawl point in respect of embedded open access customers shall be as under: (i) Out of recorded drawl the scheduled entitlement as an open access consumer will first be adjusted and balance will be treated as his drawl from the distribution licensee. (ii) The recorded maximum drawl will be accounted for / charged as per regulation 24 (2) (A) (a) (ii) of these regulations.

…

45. Scheduling for Embedded open access consumers. -(1) Scheduling shall be done in accordance with relevant provisions of IEGC for inter State transactions and in accordance with relevant provisions of Haryana Grid Code for intra-State transactions.

(2) By 10.00 hours every day, these embedded consumers shall prepare and submit daily schedule of power, in MW, separately showing schedule of power from licensee and that from another supplier through open access for the next day, i.e. from 0000 hrs to 24.00 hrs of the following day to SLDC along with copy to distribution licensee.

Provided that in case the quantum of energy as per accepted bid is less than the quantum applied by the embedded open access consumer then he shall inform the SLDC / distribution licensee about the quantum of energy as per approved bid and also the quantum of energy he would be drawing from the distribution licensee during the period during which supply was scheduled through open access. In case such transaction is scheduled during peak load hour restriction and the embedded open access consumer has not paid PLEC and he draws power over and above the quantum as per approved bid or his allowed demand during peak load hours whichever is lower than for such over drawl he shall be liable to pay penalty for violation of peak load hours at the rates as determined by the Commission from time to time."

5.20. That reading a portal specific condition into Regulation 42 would amount to addition of extraneous conditions to the statutory Regulation which cannot be countenanced under the law and would defeat the object and purpose of the said Regulation. The said Regulation is to ensure that the licensee can plan its drawl an objective already fulfilled when SLDC cleared schedules are in place. The Petitioners' compliance with the

substance of Regulation 42, 43 and 45 is evident; the method of conveying the schedule (portal vis-a-vis other accepted channels) cannot be used to defeat the recognition and schedule of energy and ought to be considered a deemed compliance of the aforesaid regulations.

5.21. That the purpose behind Regulation 42, 43 and 45 is to safeguard grid discipline and planning. Here, grid discipline was in fact maintained, the central and state system operators scheduled and accounted the energy generated and supplied by the Petitioner 2. Not considering the above as deemed compliance and denying settlement purely due to a mode of submission lapse would:

(i) undermine renewable energy promotion and

(ii) enable unjust enrichment, since DHBVN has already received and supplied the energy while refusing to settle it as OA.

D. <u>Rules of Procedure exist to serve justice, not derail it</u>

5.22. That procedural law is intended to facilitate and not to obstruct the course of substantive justice. It is submitted that procedure is the handmaid of justice. Procedural and technical hurdles shall not be allowed to come in the way of the court while doing substantial justice. If the procedural violation does not seriously cause prejudice to the adversary party, courts must lean towards doing substantial justice rather than relying upon procedural and technical violation.

5.23. That the aforesaid tenets of Regulation 42 as currently existing are presenting a difficulty to the Petitioners in the present case at the time of implementation. Accordingly, it is humbly submitted that Regulation 42 ought to be relaxed for purposes of the present case and the difficulty in applying the said Regulation ought to be removed. In this regard, reference is made to Regulations 58 and 59 of the HERC Open Access Regulations which empowers this Hon'ble Commission to remove difficulties in giving effect to any of the provisions of the said Regulations and relax any provision of the said Regulations as the case may be.

5.24. That the Petitioner places its reliance on the Judgement of the Hon'ble Supreme Court in *Madeva Upendra Sinhai and Ors. v. Union of India & Ors, (1975) 3 SCC 765* whereby the Hon'ble Supreme Court observed that "Power to Remove Difficulty" can be exercised to the extent it is necessary for applying or giving effect to the legislation and in doing so, the authority exercising the power to remove difficulty may slightly tinker with the legislation without flouting the basic structure and primary features of the regulations. The relevant portion from the said Judgment is extracted herein for ready reference:-

"…

40. Now let us turn to clause (7) of the Regulation. ***It will be seen that the power given by it is not uncontrolled or unfettered. It is strictly circumscribed, and its use is conditioned and restricted. The existence or arising of a "difficulty" is the sine qua non for the exercise of the power. If this condition precedent is not satisfied as an objective fact, the power under this clause cannot be invoked at all. Again, the "difficulty" contemplated by the clause must be a difficulty arising in giving effect to the provisions of the Act and not a difficulty arising aliunde, or an extraneous difficulty. Further, the Central Government can exercise the power under the clause only to the extent it is necessary for applying or giving effect to the Act, etc., and no further. It may slightly tinker with the Act to round off angularities, and smoothen the joints or remove minor obscurities to make it workable, but it cannot change, disfigure or do violence to the basic structure and primary features of the Act. In no case, can it, under the guise of removing a difficulty, change the scheme and essential provisions of the Act.***

…"

["Emphasis Supplied"]

5.25. That it is a well-settled principle of law as established by judicial precedents that an authority can exercise its discretionary power to "remove difficulty" where the statute provides for the same. It is further submitted that such powers may be exercised in the following circumstances:

i. The statute vests the power to remove difficulty in the authority prescribed.

ii. If there is power to remove difficulty in 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.

iii. The party who claims the removal of such difficulty shall adduce valid reasons to establish to the Hon'ble Commission that it is a fit case to exercise its power to remove such difficulty in giving effect to the provisions of the Regulations.

iv. The exercise of such power to remove difficulty is necessary for applying or giving effect to the legislation (*i.e., Regulation 42 of the HERC Open Access Regulations, 2022 in the present case*).

5.26. That in light of the above, it is submitted that in the present case i.) HERC Open Access vide Regulation 58 vests the powers to remove difficulty with the Hon'ble Commission; ii.) if the Hon'ble Commission exercises its power and removes the difficulty highlighted by the Petitioners it leads to clarity and indicate the mechanism which can be used for the purposes of Regulation 42. It would also make the application of the Regulations clearer; iii.) The Petitioners have given just and valid reasons (vide the present Petition) and the present Rejoinder to the Hon'ble Commission for exercising the said powers;

iv.) the exercise of powers under Regulation 58 becomes necessary as the Petitioners are being unjustly burdened due to rigors of the Regulation 42.

5.27. That the petitioner (s) have complied with the procedure prescribed by obtaining the applicable NoCs/standing clearances from the State Load Despatch Centre, Norther Regional Despatch Centre as well as obtained the Open Access (Bilateral Transaction) – Acceptance for Scheduling from the Norther Regional Despatch Centre. That apart, the GENCO has also recorded the Open Access approvals in the National Open Access Register and also paid the requisite fee (wherever applicable). Thus, just on account of Petitioner No. 1 inadvertence vis a vis Regulation 42 for the Unaccounted Period (as specified in the Petition), it ought not to be penalised. Therefore, the Petitioner cannot be made to suffer any adverse consequences.

5.28. That alternatively and without prejudice to the aforementioned submissions, it is the submitted on behalf of the Petitioners that in the event this Hon'ble Commission proceeds not to invoke its powers under Regulation 58 of the HERC Open Access Regulations, this Hon'ble Commission ought to invoke its power under Regulation 59 of the said Regulations for the purposes of relaxing of the provisions envisaged under the said Regulations as it is causing undue hardships to the Petitioners and is resulting in injustice being suffered by the Petitioners due to inadvertence despite complying with almost every applicable regulation for the purposes of supply and consumption of power via Open Access.

5.29. That it is a well settled principle of law as established by judicial precedents that the 'power to relax' can be exercised in the following circumstances:

a. The power to relax is based on the circumstances of the case. Such a case has to be one of those exceptions to the general rule.

b. 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.

c. If there is 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.

d. The party who claims relaxation of the norms shall adduce valid reasons to establish to the Commission that it is a fit case to exercise its power to relax such Regulation.

5.30. That it is also settled principle of law that the power to relax ought to be exercised in case any Regulation causes hardship to a party or works injustice to him or application thereof leads to unjust result, the said Regulation can be relaxed.

5.31. That the Hon'ble Appellate Tribunal for Electricity vide its Judgment dated 22.01.2007 in the ***Appeal No. 89 of 2006 NTPC Limited v. Madhya Pradesh Electricity Regulatory Commission & Ors.*** has held that the Commissions ought to exercise their power to relax in cases where the non-exercise of such discretion is bound to cause hardship and injustice to a party or lead to an unjust result. Further, it was also held that a party ought to establish that the circumstances leading up to the said hardship are not created due to act of omission and commission attributable to the party claiming such relaxation.

5.32. That in light of the above, it is submitted that the power to relax is intended to be exercised in cases where strict application of a Regulation causes undue hardship to a party, results in injustice, or leads to an outcome that is contrary to the principles of equity and fairness. In such circumstances, the authority vested with the power to relax is empowered to modify or exempt the application of the Regulation, so as to prevent inequitable or unjust consequences.

5.33. That the rationale behind conferring such power is to ensure that subordinate legislation, being general in nature, does not operate in a rigid or mechanical manner that disregards the peculiar facts of a case. Where the application of a Regulation produces an unjust, anomalous, or impractical result, relaxation serves as a corrective mechanism to uphold justice.

5.34. That in light of the aforementioned, the present set of facts is a fit case to exercise the said powers to give effect to the objectives of the HERC Open Access Regulations read with the Electricity Act, 2003.

E. <u>IN RE DENIAL OF UNJUST ENRICHMENT</u>

5.35. That DHBVN has consumed the renewable energy supplied and it is only natural to assume that it has received monetary benefits by supplying such energy, further, it has billed for transmission/wheeling charges through HVPNL, and has thereby derived financial and operational benefit, making non-settlement of energy supplied by the GENCO an act of unjust enrichment of the Respondent at the Petitioners' expense.

5.36. That the DHBVN has the requisite "knowledge" towards injection of power by the GENCO in the present case for the Unaccounted Period. Therefore, it cannot deny the benefits accrued to the GENCO in the present case and unjustly enrich itself.

5.37. That DHBVN contends that no unjust enrichment has taken place because the energy supplied by the Generator ought to be considered as "Zero" on account of non-provision of schedule by Petitioner No. 1 and that it merely supplied electricity to Petitioner No. 1 under its contract demand arrangement and is obligated to plan its drawl from the grid accordingly. According to DHBVN, since the Petitioner allegedly failed to properly submit

schedules under Regulation 42, the delivered power must be treated as part of the normal distribution licensee supply, and thus no benefit has been unfairly retained completely disregarding the fact that it has utilized the energy supplied by the Generator into its network. The contention raised by the DHBVN is false and hence vehemently denied. It is pertinent to note that DHBVN has, in fact, received renewable energy delivered into its system by the Petitioner No. 2- GENCO, has distributed this energy to its consumers, and has simultaneously allowed its sister State entity, HVPNL, to collect transmission and wheeling charges from Petitioner No. 1 for precisely the same units. Having taken physical delivery, enjoyed reduced procurement from conventional sources, and benefitted from green energy accounting at the State/Regional level, DHBVN cannot discharge itself of the obligation to recognise the supplied OA energy but saying that it cannot recognise the same as it did not receive the energy schedule in the matter it deems fit. DHBVN's claim that it "merely supplied power under contract demand" is inconsistent with the REA/SEA records and with the fact that the energy was actually injected and consumed.

5.38. That the renewable energy injected by Petitioner No. 2 was scheduled, delivered and absorbed into DHBVN's system, reducing its own power procurement requirements during the relevant period. Such receipt of valuable energy without settling for it constitutes a direct financial benefit to DHBVN.

5.39. That HVPNL (Respondent No. 2), a State entity under the same ownership and control as DHBVN, has raised and recovered transmission and wheeling charges for the power supplied during the disputed period. DHBVN cannot take the position that energy "does not exist" for settlement while another State utility has already monetised it.

5.40. That the "*Contract demand supply*" is factually and legally inaccurate. The energy drawn during the period was not supplied under contract demand:

- It was scheduled OA energy,
- Accounted in REAs and SLDC SEAs,
- Supported by Standing Clearances from SLDC/NRLDC, and
- Uploaded daily on NOAR/GOAR. DHBVN's attempt to recast delivered OA energy as "contract demand supply" ignores the statutory scheduling chain and the official energy accounting framework.

5.41. As recognised in ***Sahakari Khand Udyog Mandal Ltd. v. CCE & Customs (2005) 3 SCC 738***, unjust enrichment occurs when a person retains money or benefits which, in justice, equity and good conscience, belong to someone else. Here, DHBVN:

- Consumed the green energy,
- Used it to meet its own supply obligations,

- Avoided alternate procurement costs,
- Benefitted from HVPNL's revenue recovery,
- Yet refuses to settle the renewable energy supplied.

5.42. That denying settlement of green, centrally accounted OA energy contradicts Section 86(1)(e)'s mandate for renewable energy promotion and undermines the very architecture of Green OA under the 2022 Rules and 2023 Regulations.

Proceedings in the Case

6. The case was heard on 17.03.2026, 16.04.2026, 04.06.2026, 06.08.2026 and finally on 02.09.2026, in the court room of the Commission, wherein the petitioner as well as the respondent mainly reiterated the contents of their petition/reply/rejoinder, which for the sake of brevity are not being reproduced here.

Commission's Analysis and Order

7. The Commission has heard the arguments of the parties at length as well as carefully considered the pleadings of the petitioners, the replies filed by the respondents, the documents placed on record, and the applicable provisions of the Electricity Act, 2003, the Haryana Electricity Regulatory Commission (Green Energy Open Access) Regulations, 2023 ('GEOA Regulations, 2023'), the HERC (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012 ('2012 OA Regulations') as well as HERC (Conduct of Business) Regulations, 2019.

8. The learned counsel for the Petitioners argued at length against non-recognition/adjustment of the electricity supplied by Transition Cleantech Services Private Limited (Petition No. 2 i.e. generator) to Candor Gurgaon One Realty Projects Private Limited (Petitioner No. 1 i.e. consumer) for the period between 11.07.2024 to 13.09.2024. The learned counsel for the appellant, while admitting that the procedure of intimating the schedule of power through open access to the licensee by 10.00 AM of the preceding day was not followed, vehemently pressed upon the Commission to exercise its discretionary power to "remove difficulty' enshrined in Regulation 55 and 59 of Haryana Electricity Regulatory Commission (Terms a Conditions for Grant of connectivity and open access for intrastate Transmission and Distribution system) Regulations, 2012 and Regulation 65, 66 and 67 of the HERC (Conduct of Business) Regulations, 2019. Further, the information regarding the drawl of energy by the Petitioner through open access was available through daily day ahead schedules uploaded by the National Open Access Registry (NOAR)/ Green Open Access Registry (GOAR), which were duly accepted by State Load Despatch Centre ("SLDC"), the

Northern Regional Load Despatch Centre ("NRLDC") and the National Load Despatch Centre ("NLDC") and fully accounted in Regional Energy Accounts ("REA") and State Energy Accounts ("SEA"). The learned counsel argued that it is arbitrary action on the part of the Respondent No 1 (DHBVNL) to force a consumer to pay an amount twice on account for mere procedural irregularity, which even otherwise has not caused any loss to the Respondent No 1 (DHBVNL).

9. Per-contra, the Respondents raised the issue of maintainability by arguing that the present petition is to be decided, in the first instance, by the 'Coordination Committee for Open Access'. The respondents further laid emphasis on the requirement of slot-wise day ahead schedule by 10.00 AM of the previous day provided under regulation 42 of HERC (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012, (1st Amendment) Regulations, 2013 ("OA Regulations"), with the specific objective of preventing Distribution Licensees from passing on losses arising out of Open Access transactions to consumers at large, while ensuring systematic planning, scheduling, and maintenance of grid discipline.

10. Before proceeding to examine the issues on merits, the Commission considers it appropriate to first adjudicate upon the preliminary objection regarding the maintainability of the present petition.

11. The Commission observes that the Respondents have raised a threshold preliminary objection contending that the present Petition, preferred directly under Section 86(1)(e), (f), and (k) of the Electricity Act, 2003, read with Regulations 55 and 59 of the 2012 OA Regulations, is premature and not maintainable in law. The Respondents submit that the GEOA Regulations, 2023 do not contain an independent dispute resolution clause for operational Open Access complaints, thereby attracting the provisions of the 2012 OA Regulations. Specifically, Regulation 53 of the 2012 OA Regulations mandates that all disputes and complaints arising under the Open Access framework shall, in the first instance, be decided by the Coordination Committee within 30 days, and an appeal against such decision alone lies before this Commission. The Respondents argue that by bypassing the statutory Coordination Committee, the Petitioners have violated the prescribed statutory hierarchy.

12. To examine the objection raised by the Respondents regarding the maintainability of the present petition, the relevant provision of Regulation 53 of the HERC (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012, is reproduced below:

"53. Dispute resolution — All disputes and complaints arising under these regulations shall be decided by the coordination committee within a period of 30 days from the date

of receipt of application from the concerned party. Appeal against the decision of the coordination committee shall lie with the Commission. The decision of the Commission shall be final and binding."

13. The Commission has examined the statutory and regulatory framework governing dispute resolution under the State's Open Access regime. Regulation 1(2) of the HERC (Green Energy Open Access) Regulations, 2023 (hereinafter referred to as the "GEOA Regulations, 2023") provides that, in respect of matters concerning Open Access for which no express provision has been made therein, the provisions of the HERC (Terms and Conditions for Grant of Connectivity and Open Access for Intra-State Transmission and Distribution System) Regulations, 2012 (hereinafter referred to as the "2012 OA Regulations"), as amended from time to time, shall apply. Accordingly, Regulation 53 of the 2012 OA Regulations is relevant to the determination of disputes arising in the course of implementation of the Open Access framework, including disputes relating to scheduling, billing and energy accounting, subject to the applicable statutory and regulatory provisions.

14. The Commission has also considered the provisions of Section 86(1)(f) of the Electricity Act, 2003, which empowers the State Commission to adjudicate upon disputes between licensees and generating companies and to refer such disputes for arbitration where considered appropriate. Further, Section 86(1)(e) of the Act mandates the Commission to promote cogeneration and generation of electricity from renewable sources of energy, while Section 86(1)(k) empowers the Commission to discharge such other functions as may be assigned to it under the Act. The Commission has also taken note of Regulations 65, 66 and 67 of the HERC (Conduct of Business) Regulations, 2019, which provide for the exercise of appropriate procedural powers to secure the ends of justice, prevent abuse of process and deal with special circumstances. Regulation 68 further empowers the Commission to correct defects or errors in proceedings so as to determine the real issue involved. In addition, Regulations 10 to 14 of the GEOA Regulations, 2023 provide the relevant regulatory framework for addressing implementation-related difficulties, subject to the express provisions and limitations contained therein.

15. The Commission has considered the objection raised by the Respondents that disputes between an Open Access consumer and a distribution licensee fall within the jurisdiction of the Coordination Committee under Regulation 53 of the OA Regulations, 2012. The Respondents have contended that Petitioner No. 1, being a Long-Term Open Access consumer, is required to seek redressal before the Coordination Committee.

16. The Commission observes that the dispute in the present case is not confined merely to the rights and obligations of an Open Access consumer vis-à-vis a distribution licensee. Petitioner No. 2 is a renewable energy generator, whereas Petitioner No. 1 is the Long-

Term Open Access consumer purchasing energy from Petitioner No. 2. The grievance arises from the alleged non-crediting of such energy by Respondent No. 1, DHBVNL. The dispute, therefore, also involves the rights and obligations of a renewable energy generator vis-à-vis a distribution licensee and raises issues concerning the implementation of the applicable Open Access framework.

17. In this context, the Commission is of the view that the jurisdiction conferred upon the Coordination Committee under Regulation 53 of the OA Regulations, 2012 must be construed harmoniously with the statutory jurisdiction vested in the Commission under the Electricity Act, 2003. The mechanism prescribed under Regulation 53 provides for the resolution of disputes and complaints arising under the said Regulations, with an appeal against the decision of the Coordination Committee lying before the Commission. However, the existence of such a mechanism does not, by itself, extinguish or override the jurisdiction expressly conferred upon the Commission under the Act. The maintainability of the present petition must, therefore, be determined having regard to the nature of the dispute, the parties involved and the statutory functions and powers invoked.

18. The Commission further observes that, to the extent the dispute involves the rights and obligations of a generating company vis-à-vis a licensee, the same falls for consideration under Section 86(1)(f) of the Electricity Act, 2003, subject to the applicability of the said provision to the facts and circumstances of the case. The Petitioners may avail themselves of the remedies available under the applicable statutory and regulatory framework, including the mechanism provided under Regulation 53 of the OA Regulations, 2012 wherever applicable. The availability of such a mechanism, however, does not preclude the Commission from exercising its statutory jurisdiction in a matter falling within its domain.

19. **In view of the foregoing, the Commission is of the considered opinion that the objection raised by the Respondents regarding maintainability, on the ground that the dispute falls exclusively within the jurisdiction of the Coordination Committee, cannot be accepted. The present petition is, accordingly, held to be maintainable before the Commission.**

20. Having decided the issue of maintainability, the Commission now proceeds to examine the substantive issues raised by the Petitioners on merits.

21. Accordingly, the Commission has framed the following issues for consideration and decision: -

21.1. **Whether Regulations 42 and 45 of HERC OA Regulations, 2012 are mandatory provisions?**

21.2. **Whether the petitioner has complied with the mandatory provisions?**

21.3. **Whether the petitioner was estopped from complying with the mandatory provisions by the respondents?**

21.4. **Whether the Respondent Nigam suffered any financial loss and was constrained in planning its power procurement on day to day basis?**

After hearing the learned counsel for the parties and going through the record of the appeal, the findings of the Commission on the issues are as under:-

21.1. **Issue No. 1**

Whether Regulations 42 and 45 of HERC OA Regulations, 2012 are mandatory provisions?

The Commission has closely examined the said Regulation as well as the rival contention on the same.

The petitioners have submitted that because they have obtained all clearances from SLDC and NRLDC regarding the specified date, duration of time and the quantum of power going to be injected in the State periphery, petitioner no. 1 is automatically entitled to energy injected by petitioner no. 2. Further, the Northern Regional Power Committee has confirmed that there was supply of power to State Periphery of Haryana and has advised DHBVN to settle the said supply for the period 11.07.2024 to 13.09.2024.

Per contra, the respondents submitted that Regulation 42 of HERC Open Access Regulations, 2012 (1st amendment Regulations, 2013), is mandatory and has been expressly held in the order of the Commission dated 17.12.2029 (Petition No. 19 of 2019) as upheld by Hon'ble Appellate Tribunal for Electricity (APTEL) in its order dated 05.03.2025 (Appeal Nos. 61 and 62 of 2022), that where the requisite intimation is not furnished, the accepted schedule is treated as zero even though power may actually have been obtained through open access. The Petitioners cannot overcome the regulatory provision by relying upon actual injection of power, SLDC/NRLDC clearances, Regional Energy Accounts, the powers to relax/remove difficulty, or general principles of restitution.

In order to examine the issue, the Commission has perused the provisions of Regulation 42 and 45 of HERC (Terms & Conditions for grant of connectivity and Open Access for inter-state transmission and distribution system) 1st Amendment, Regulation 2013 (HERC OA Regulations, 2012), reproduced as under:-

"*42. Eligibility criteria, procedure and conditions to be satisfied for grant of long term open access, medium term open access and short term open access to embedded consumers* *shall be same as applicable to other short-term open access*

consumers. However, the day-ahead transactions, bilateral as well as collective through power exchange or through NRLDC, by embedded open access consumers under short term open access shall be subject to the following additional terms and conditions:

i) The ***Consumer shall submit to the distribution licensee a schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction and this will be considered as confirmed schedule*** *for working out the slot-wise admissible drawl of the consumer from the licensee with reference to his sanctioned contract demand. For example, if an embedded consumer with a contract demand of 10 MW has scheduled 4 MW power through open access in any time slot of the succeeding day as per the schedule submitted by him at 10 AM, then his admissible drawl from the licensee in that time slot will be 6 MW.*

The total admissible drawl in different time – slots shall, however, be worked out based on slot-wise admissible drawl from the licensee as above and the slot-wise schedule of power through open access accepted / cleared by the power exchange and intimated to the SLDC and distribution licensee by the consumer in compliance of regulation 45. For example if, as per the schedule for drawl of power through open access submitted by the consumer at 10 AM of the day preceding the day of transaction, 4 MW power was scheduled through open access in a time slot and as per the accepted schedule this gets reduced to 3 MW, then his admissible total drawl in that time slot shall be 9 MW. i.e. 6 MW from the licensee and 3 MW through open access.

In case recorded drawl of the consumer in any time slot exceeds his total admissible drawl but is within 105 % of his contract demand, he will be liable to pay charges for the excess drawl (beyond admissible drawl) at twice the applicable tariff including FSA. In case the recorded drawl exceeds the sanctioned contract demand by more than 5% at any time during the month as per his energy meter, demand surcharge as per relevant schedule of tariff approved by the Commission shall also be leviable. For the purpose of calculating demand surcharge in such cases, the total energy drawl during the month including the energy drawl through open access shall be considered. The consumption charges for the energy drawl through open access, for the purpose of levy of demand surcharge, will be worked out at the applicable tariff for the category to which the consumer belongs…"

(Emphasis Supplied)

*"****45 Requirement of Scheduling for Embedded open access consumers****. - (1) Scheduling shall be done in accordance with relevant provisions of IEGC for inter-State transactions and in accordance with relevant provisions of Haryana Grid Code for intra-State transactions.*

(2) ***By 10.00 hours every day, these embedded consumers shall prepare and submit daily schedule of power, in MW****, separately showing schedule of power from licensee and that from another supplier through open access for the next day, i.e. from 0000 hrs to 24.00 hrs of the following day to SLDC along with copy to distribution licensee. For day-ahead transactions, bilateral as well as collective, through power exchange or through NRLDC, this schedule of drawl of power through open access submitted at 10.00 hrs shall be considered as final for the purpose of working out slot-wise admissible drawl from the licensee as per the provisions of regulation 42.*

Provided that in case the quantum of energy through open access as per schedule accepted by power exchange is less than the quantum intimated as per the schedule submitted at 10.00 hrs by the embedded open access consumer to the licensee, then he shall inform the SLDC / distribution licensee about the slot-wise accepted schedule of power through open access and his total admissible draw and settlement of energy at the drawl point shall be regulated /settled as provided in regulation 42 and 43 respectively……"

(Emphasis Supplied)

The Commission has also perused its order dated 17.12.2029 (Petition No. 19 of 2019), in the matter of M/s. Ranee Polymers Pvt. Ltd. The relevant part is reproduced hereunder:-

"In view of the above discussion and the case laws cited by the Respondent, the Commission answers this issue in affirmative i.e. ***the requirement under Regulation 42 of the HERC OA Regulations is mandatory and binding."***

(Emphasis Supplied)

The aforesaid decision of the Commission was upheld by Hon'ble APTEL in its judgement dated 05.03.2025 in Appeal Nos. 61 and 62 of 2022. The relevant extract of the judgement is reproduced hereunder:-

"28. Having regard to the discussions/deliberations of the Commission which persuaded it to put additional conditions for open access consumers by way of amendment to the Regulation 42, and public purpose underlying it as well as the specific language of the said Regulation 42, there hardly remains any doubt regarding the fact that the intention of the Commission was to make compliance of amended Regulation 42 mandatory for open access consumers. In case the compliance of said Regulation was not intended to be mandatory, there was no reason or occasion for the Commission to amend it.

29. The argument advanced on behalf of the Appellant that the amended Regulations 42 does not enjoy mandatory character for the reason that it does not provide any consequences for its non-compliance, is devoid of any force. We have already extracted Regulation 43 of 2012 OA Regulations, herein above which was also amended by way of notification dated 3rd December, 2013. It clearly provides consequences for non compliance of Regulation 42. Clause 1 of the said Regulation 43 envisages that out of recorded slot-wise drawl the entitled drawl through open access as per accepted schedule or actual recorded drawl, whichever is less, will first be adjusted and balance will be treated as his drawl from the distribution licensee.

For example, if an embedded open excess consumer with a contract demand of 10 MW has schedule of 4 MW power through open access in a time slot of the succeeding day as per the schedule submitted by him at 10 AM, his admissible drawl from the licensee in that slot would be 6 MW (total contract demand of 10 MW – accepted schedule drawl of 4 MW through open access) which is to be adjusted first. However, in case the embedded open access consumer does not intimate the Distribution Licensees about the quantity of power scheduled by it through open access, as required under Regulation 42, his accepted schedule would be 0 MW even though, he may have obtained 4 MW of power through open access. In that case, the drawl from the licensee would be treated as 10 MW even if he may have consumed only 6 MW of power from the licensee. Thus, in case of non-compliance of the amended Regulation 42, the OA consumer will have to pay twice for the power scheduled through open access; firstly to the exchange from where it is obtained and secondly to the Distribution Licensees.

30. Therefore, it is absolutely incorrect to say that by way of the amendments carried out in 2012 OA Regulations vide notification dated 3rd December, 2013, no consequences have been provided for non-compliance of Regulation 42.

31. We feel in agreement with the submissions of the Learned Counsel for 2nd Respondent that terming the Regulation 42 as only directory will render the amendment otiose and would defeat the very purpose of imposing additional conditions for open access consumers.

32. Therefore, in view of the above discussion, we hold that the provisions of amended Regulation 42 of 2012 OA Regulations are mandatory in nature.

33. In the instance case, concededly the Appellant had not supplied the requisite information i.e. power schedule through open access, to the Distribution Licensee i.e. the 2nd Respondent within the time period specified in Regulation 42. Therefore, the Appellant made itself liable for the consequences as stipulated in Regulation 43 already noted herein above."

The reason behind such an amendment has been provided by this Commission in the above said Regulations itself, as under:-

"***The Commission feels that it would not be fair and justifiable if any losses of the distribution licensee on account of energy transactions by open access consumers get passed on, directly or indirectly, to other consumers. The Commission, to address these problems /difficulties, after a careful consideration of all these aspects, has prescribed certain additional conditions for grant of open access in case of day ahead transactions by open access consumers. The foremost among these additional conditions is that for day ahead transactions, the open access consumers shall submit a confirmed slot wise schedule of power through open access and from the licensee for the next day at 10:00 hours of the previous day to the distribution licensee and SLDC. In case there are any reductions in his open access schedule when it is finally accepted / cleared by the power exchange, he would be required to manage his drawl from the licensee as also his total drawl accordingly.*** *In case he exceeds his admissible drawl in any time-slot, penalty will be leviable. Amendments have been made in the relevant regulations accordingly. The principle that has been based upon to arrive at these conclusions is simple i.e. in case a consumer wants to avail the benefit of cheaper power, he should be ready to face the associated risks also if any.*"

[***Emphasis Supplied***]

As evident from the aforesaid, the Commission acknowledged the difficulties faced by the distribution licensee if the schedule is not intimated by the consumers and has accordingly amended the OA Regulations to include the above mandatory condition. The primary reasons behind introducing such condition were to introduce systematic planning and scheduling of the load by the distribution licensees.

Therefore, the Appellant by no means can contend that necessary compliance of Regulation 42 was done as information was received by the Respondent through NRLDC/NRPC or SLDC. The said contention, if accepted, would defeat the entire purpose of introducing such condition. In this regard, reliance is placed on Hon'ble Supreme Court's judgment in *Dipak Babaria & Ors. v. State of Gujarat & Ors.*, (2014) 3 SCC 502:-

"*53.* ***It is well settled that where the statute provides for a thing to be done in a particular manner, then it has to be done in that manner and in no other manner.*** *This proposition of law laid down in Taylor v. Taylor (1875) 1 Ch D 426, 431 was first*

adopted by the Judicial Committee in Nazir Ahmed v. King Emperor reported in MANU/PR/0020/1936 : AIR 1936 PC 253 and then followed by a bench of three Judges of this Court in Rao Shiv Bahadur Singh v. State of Vindhya Pradesh reported in MANU/SC/0053/1954 : AIR 1954 SC 322. This proposition was further explained in paragraph 8 of State of U.P. v. Singhara Singh by a bench of three Judges reported in MANU/SC/0082/1963 : AIR 1964 SC 358 in the following words:

> ***8. The rule adopted in Taylor v. Taylor is well recognised and is founded on sound principle. Its result is that if a statute has conferred a power to do an act and has laid down the method in which that power has to be exercised, it necessarily prohibits the doing of the act in any other manner than that which has been prescribed. The principle behind the rule is that if this were not so, the statutory provision might as well not have been enacted....***

This proposition has been later on reiterated in Chandra Kishore Jha v. Mahavir Prasad reported in MANU/SC/0594/1999: 1999 (8) SCC 266,D hananjaya Reddy v. State of Karnataka reported in MANU/SC/0168/2001 : 2001 (4) SCC 9 and Gujarat Urja Vikas Nigam Limited v. Essar Power Limited reported in MANU/SC/1055/2008 : 2008 (4) SCC 755."

[***Emphasis supplied***]

The Commission observes that all the provisions of the Regulations notified by the Commission in its legislative capacity, have the force of law behind it. Hence a statute has to be construed according to the intent of the legislation, as the same, as reflected in the 'objectives' is to make the dispensation effective and workable. A reading of the said provisions i.e. Regulation clause no. 42 & 45 of HERC OA Regulations, establishes the fact that meaning/interpretation of the said provision is plain & simple and the same by no stretch of imagination is open to more than one interpretation, which may require interference of the Commission or any court of competent jurisdiction to choose the interpretation which represents the true intent of the said Regulation. Hence, the effect of the same has to be necessarily given to it irrespective of the consequences.

In view of the above discussion, the Commission answers this issue in affirmative i.e. the requirement under Regulation clause no. 42 & 45 of HERC OA Regulations are mandatory and binding.

21.2. **<u>Issue No. 2</u>**

Whether the Petitioner (s) have complied with the Statutory provision?

The Commission observes that the Petitioner (s) have vehemently claimed that they have not provided day ahead schedule by 10 AM, to DHBVNL, during the disputed period, as prescribed under Regulation 42 of HERC OA Regulations. The submissions of the petitioner (s) is as under:-

"Post commissioning of the Project, the Petitioner No. 2 was duly supplying power to Petitioner No. 1 while complying with the terms of the Connectivity Regulations. However, on account of an inadvertent error there was failure in informing the distribution licensee regarding the schedule of power through open access for all the 96 slots by 10:00 AM of the day preceding the day of transaction as per Regulation 42 of the Connectivity Regulations from 11.07.2024 to 13.09.2024 ("Unaccounted Period").

Further, the Commission observes that the Petitioner's contention that it had been uploading the scheduled energy on the NOAR portal on a daily basis and that the energy supplied was duly reflected in the monthly Regional Energy Accounts ("REAs") issued by the NRPC cannot be accepted as a substitute for compliance with the mandatory requirements prescribed under the HERC OA Regulations. The requirement of sending intimation of day ahead schedule to SLDC has been separately provided in Regulation 45 of HERC OA Regulations. While Regulation 42 of HERC OA Regulations were incorporated to enables the DISCOMs to plan its power procurement, Regulation 45 of HERC OA Regulations were meant to enable SLDC to schedule power for Open Access consumers. Both the provisions are mutually exclusive and compliance with one provision cannot be treated as a substitute for compliance with the other.

The Petitioners have argued that they fulfilled all statutory requirements under the Open Access framework, having obtained valid Standing Clearances from Haryana SLDC and NRLDC, as well as Open Access (Bilateral Transaction) acceptances for scheduling from Grid India on the NOAR portal for the relevant periods. However, the petitioner (s) have lost sight of the fact that Standing Clearances, NOCs, and NOAR acceptances operate at an overarching operational stage enabling a consumer to undertake Open Access transactions generally, subject to daily compliance. They do not constitute a waiver or dispensation from daily day-ahead scheduling rules under Regulation 42 of HERC OA Regulations.

In the present case, it is an admitted position that the Petitioner did not send the requisite schedule intimating the day-ahead schedule of drawl of power through Open Access to DHBVNL. Payment of transmission and wheeling charges of Rs. 19,06,919 to HVPNL

and the NRPC correspondence of 14.05.2025 and 29.07.2025 do not change this. They show that the energy was scheduled and accounted at the regional and state level. They are not a substitute for the Regulation 42 submission.

In view of the above, the Commission answers the issue framed above in negative i.e. petitioner has not complied with the mandatory provisions

21.3. **Issue No. 3**

Whether the petitioner was estopped from complying with the mandatory provisions by the respondents?

The Commission has examined the submissions made by the Petitioners and observes that the Petitioners have not raised any grievance against the DISCOMs that could have prevented or otherwise impeded them from complying with the mandatory provisions of the applicable Regulations. Instead, the Petitioners have attributed the non-compliance with the said provisions to an inadvertent error and have sought to invoke the residuary powers of the Commission under Regulations 58 and 59 of the HERC Open Access Regulations, which empower the Commission, respectively, to remove difficulties in giving effect to any of the provisions of the said Regulations and to relax any provision thereof, as the case may be.

The Commission take note of the fact that the non-compliance is explicitly admitted by the petitioners. An equitable plea of "bona fide error" or "inadvertence" cannot substitute for, dispense with, or retrospectively cure a failure to fulfill statutory eligibility criteria. The Commission re-affirms that the scheduling requirement under Regulation 42 of HERC OA Regulations, 2012 (1st Amendment 2013) is mandatory in nature. An inadvertent failure to punch a compliant schedule leaves the statutory eligibility unfulfilled.

In view of the foregoing, the Commission answers the issue in the negative and holds that the Petitioners were not prevented or estopped by any act or omission on the part of the Respondents from complying with the mandatory provisions of the applicable Regulations.

21.4. **Issue No. 4**

Whether the Respondent Nigam suffered any financial loss and was constrained in planning its power procurement on day to day basis?

The aforesaid query was put forth to the Respondent Nigam. In reply to the same it has been submitted that *"the exact calculation of the losses attributable to non-intimation of open access by a particular consumer and resultant profit and loss for sale of equivalent power through exchange / UI cannot be worked out owing to the complexities and pooling of power in the grid"*

The Commission observes that the Respondent Nigam failed to quantify the loss in individual case, as well as at an aggregate level. However, the Commission has taken note of the submission of the Respondent Nigam that the un-planned energy has gone wasted as on most of the dates there was under drawl.

In view of the above factual matrix, the Commission answers the issue in affirmative i.e. the Nigam did suffer some financial loss, which is difficult to quantify.

Conclusion:-

Having answered the above issues, the Commission is of the considered view that Regulation 42 of HERC OA Regulations, 2012 being mandatory in nature has not been followed and complied with by the petitioner from 11.07.2024 to 13.09.2024. The Petitioner has admitted that the requisite information has not been supplied by him before 10 AM of the preceding day. The Commission finds that physical entry of electricity into the grid does not automatically translate into a Green Energy Open Access commercial entitlement. Regulation 42 of the HERC OA Regulations, 2012 explicitly provides that schedule should be on a day ahead basis by 10 AM of the day preceding the day of transaction.

In light of the detailed pointwise analysis and statutory provisions recorded hereinabove, the action of Respondent No. 1 (DHBVN) in declining Green Energy Open Access commercial settlement for the disputed dates (11.07.2024 to 13.09.2024) is upheld as being in full conformity with Regulations 42 and 45 of HERC OA Regulations.

22. The present petition stands disposed of accordingly.

This order is signed, dated and issued by the Haryana Electricity Regulatory Commission on 21.10.2026.

	Sd/-	Sd/-
Date: 21.10.2026	**(Shiv Kumar)**	**(Mukesh Garg)**
Place: Panchkula	**Member**	**Officiating Chairman**