

TAMIL NADU ELECTRICITY REGULATORY COMMISSION
(Constituted under section 82 (1) of the Electricity Act, 2003)
(Central Act 36 of 2003)

PRESENT:

ThiruM.Chandrasekar Chairman
Dr.T.PrabhakaraRao Member
and
Thiru.K.Venkatasamy Member (Legal)

D.R.P. No.6 of 2012

Karmic Business Specialties Pvt. Limited
Represented by its authorized signatory
VedPrakash,
667, First Floor,
UdyogVihar Phase 5,
Gurgaon 122016.

... Petitioner
(ThiruP.Subba Reddy
Advocate for the Petitioner)

Vs

1. TAMIL NADU GENERATION & DISTRIBUTION CORPORATION LTD. (TANGEDCO)
Rep by its Chairman
144, Anna Salai, Chennai – 600 002.
2. The Chief Financial Controller
Revenue, Tamil Nadu Electricity Board
800, Anna Salai, Chennai 600 002.
3. The Superintending Engineer
Tamil Nadu Electricity Board
Tirunelveli.

....Respondents
(ThiruM.Gopinathan
Standing Counsel for the Respondents)

**Dates of hearing :17-04-2012, 02-05-2012, 27-11-2012,
08-01-2013, 12-02-2013 and 05-02-2014
21-04-2014; 21-07-2014; 23-10-2018;
23-07-2019; 06-08-2019; 20-08-2019
and 01-10-2019**

Date of order : 28-01-2020

ORDER

The D.R.P. No.6 of 2012 came up for final hearing before the Commission on 01-10-2019. The Commission upon perusing the affidavit filed by the petitioner, counter affidavit filed by the respondent, the written submission of the petitioner and all other connected records and after hearing both parties passes the following:-

ORDER

1. Prayer in D.R.P. No. 6 of 2012:-

The prayer of the petitioner in this petition is to direct the respondents 1 to 3 to honour the Power Purchase Agreement by releasing the amount of Rs.19,52,986/- against the outstanding dues along with the interest of Rs.58,590/- owing to delayed payments for the power supplied by the petitioner to the Electricity Board.

2. Facts of the Case:-

The petition has been filed claiming the payment of invoice amount due, for the electricity supplied to the licensee with interest as specified in the PPA.

3. Contentions of the Petitioner:-

The petitioner in its affidavit dated 17-02-2012 has contended as follows:-

3.1. The company entered into two separate Power Purchase Agreements after procuring and installing two 1.25 MW capacity wind generating units vide Power Purchase Agreements for HT SC No.2781 and HT SC 2782 located at SF No.110/5(P) and 112/3(P) of Narikudi Village of Sankarankoil in Tirunelveli District with commissioning date for both the units as that of 27th March 2009.

3.2 Clause 6 of PPA dealt with billing and payment provided by Tamil Nadu Electricity Board to M/s. Karmic Business Specialities Private Ltd. within 30 days in terms of sub-clause (2) of said clause 6 and further specifically provided for interest at the rate of 1% per month vide the same clause.

3.3. The petitioner vide its letter dated 4th June 2011 to Member (generation CE's Chief Financial Controller and Superintending Engineer) made formal demand against the interest in terms of clause 6 (2) of PPA along with debit notes. The debit notes are as follows:-

- (i) Debit Notes No.Karmic/001|2009-2010 dated 14/06/2010 for Rs. 4,71,527 .
- (ii) Debit Note No.Karmic/002/2011-2012 dated 14/06/2010 for Rs.2,16,890 .
- (iii) Debit Note No.Karmic/003/2011-2012 dated 16/06/2011 for Rs.9,96,495 .

It is submitted that such letters /debit notes submitted by the petitioner have not been responded by the respondents.

3.4. The petitioner again sent further letter dated 24thOctober 2011 giving reminder for payments against overdue debit notes earlier submitted along with debit notes as below given details:-

- (i) Debit Note No.Karmic/004/2011-2012 dated 21/10/2011 for Rs.2,33,007.22 .
- (ii) Debit Note No.Karmic/005/2011-2012 dated 21/10/2011 for Rs.55,067.24.

It is submitted that this letter and debit notes have not been responded by the respondents.

3.5. SUZLON being the O&M Agents for maintenance and management including with respect to interaction with TNEB on behalf of the petitioner, the petitioner had a number of interactions with SUZLON and M/s.SUZLON Infrastructures Services Limited have been interacting with TNEB and its associate arms with respect to faster recovery of payments etc on day to day basis.

3.6. The petitioner have entered into agreements with the respondents, Tamil Nadu Electricity Board for sale of the energy generated through their wind energy generatorssubject to the terms and conditions in the respective energy purchase agreements.

3.7. The respondents failed to make prompt payment towards the power supplied by the petitioners by not making payments within a period of 30 days as agreed to in the energy purchase agreements.

3.8 Even the delayed payments were being made by the respondents without payment of any interest.

3.9 As per clause 6(1) of PPA, the payment should have been made within 30 days. The respondent have continuously defaulted in making payments and has continuously ignored the directive of regulatory commission and ignored even the letter written / claims made towards interest through debit notes on overdue amounts.

3.10 The delayed payment beyond 30 days is liable for interest at 1% per month.

3.11 The respondent's Board has, however, failed to make payments despite reminders by the petitioners and even when payments are forthcoming, it is without any interest.

4. Contentions of the Respondent:-

The respondent in its counter affidavit filed on 15-06-2012 has contended as follows:-

4.1. The petition has been filed by the petitioner for a direction to this respondent to remit the outstanding dues of Rs.19,52,986/- along with interest of Rs.58,590/-

for the supply of electricity by the petitioner to the respondent in terms of the PPA. The petitioner is put to strict proof of its claim particularly the dues alleged and the interest component claimed.

4.2. The Dispute Resolution Petition filed under section 86 (1) (f) of the Electricity Act, 2003 is not maintainable for the reason that no dispute has arisen between the petitioner and the respondent / TANGEDCO, since these respondents never denied payment for the energy supplied by the petitioner at any point of time and this petition is therefore liable to be dismissed on this score alone.

4.3. The petitioner has relied on the provisions of the agreement between the parties and the respondent is not disputing the provisions. As such there is no cause of action to file the Dispute Resolution Petition. Even otherwise, the petitioner has not exhausted the remedy as provided for in clause 9 of the respective PPA by intimating the dispute, if any to the respondent for an amicable settlement in the first instance. Besides, the other conditions of agreement has also not been complied with by the petitioner. Therefore the petition is liable to be dismissed as premature.

4.4. During April 2012, Respondent has released payment of bills pertaining to all the wind energy generators for the period from January 2011 to March 2011. The details of payments made to the petitioner during April 2012 are annexed herewith.

4.5. It is submitted that due to financial constraints underwent by the Respondent / TANGEDCO, it was unable to meet its financial commitments in time. It is submitted that due to the losses incurred by the Respondent Corporation, over a period of many years, the Respondents credit rating had deteriorated resulting in difficulty in raising of funds by way of loans also. It is submitted that, the delay in making payments by the Respondent was due to financial constraint in the recent years and the said non-payment of dues is not intentional much less any criminal breach of trust as alleged by the Petitioner. It is submitted that the Respondent is functioning under the purview of the State Government and thereby discharging its duties in the large interest of public. It is the duty of the Respondent to generate and supply electricity to its Consumers at a subsidized rate without any hindrance.

4.6. The Respondent has huge outstanding payments to tune of Rs.10,000crores to several generators and coal companies also. It is submitted that even the loan repayments and interest payments could not be made on the due dates due to the financial crisis of the Respondent.

4.7. In spite of the above circumstances the Respondent managed to make payments of three months bills to Wind Energy Generators during April 2012. It is submitted that the above payments made clearly indicates the bona-fide intention of the Respondent to repay the outstanding dues to the Wind Energy Generators. It is further stated that the Respondent does not deny its payment obligations to the Petitioner as per the order of the Commission.

4.8. The Commission had issued Tariff Order No.1 of 2012 dated 29.03.2012 revising the tariff rates to be collected by TANGEDCO from its consumer. It is submitted that the above revision of tariff order dated 29.03.2012 will ensure additional revenue of Rs.7875.00 crores to the Respondent during the financial year 2012-13.

4.9. The Respondent had been putting all its best efforts to mobilize funds with the help of the Government Guarantee of Rs.11,000/- crores provided by the State Government. This situation would definitely prove beneficial to the Respondent to clear its outstanding bills in the forthcoming months.

4.10. The Respondent is committed to meet its payment obligations and is taking appropriate steps to revive its financial strength and thereby the question of violation or non-payment of dues on the part of the Respondent does not arise.

5. Contentions of the Additional Affidavit filed by the Respondent:-

In the additional affidavit filed on 29-11-2012, the respondent has submitted as follows:-

5.1. TANGEDCO has cleared payments to the Wind Energy Generators uniformly upto August 2011. In respect of the Wind Mill Services of the petitioner, total amount of Rs.83,59,800/- have been cleared from April 2011 to August 2011.

5.2 TANGEDCO is In the process of reviving its financial strength and the following steps are being taken to mobilize funds

(a) Rural Electrification Corporation and Power Finance Corporation have sanctioned transition loans of Rs.5000 crores each against Guarantee from Government of Tamil Nadu. The first tranche of Rs.1500 crores each from Rural Electrification Corporation and Power Finance Corporation has been received during October 2012. After making payment of the amounts due from TANGEDCO to the above corporations, the net amount which was available for TANGEDCO for clearing the outstanding dues was Rs.1000 crores only.

b) The Government of Tamil Nadu has also released Ways and Means advance of Rs.1000 crores to TANGEDCO. Out of the above amounts, the bills of Wind Energy Generators for July 2011 and August 2011 alongwith unutilized banked energy payments totalling to Rs.600 crores were cleared during October 2012. Besides as and when funds are received by way of loan from banks/subsidy from Government of Tamil Nadu, windmill payments are being made.

c) The Government of Tamil Nadu has provided Govt. Guarantee of Rs.6000 crores to TNPFC for mobilizing funds through bonds for onward lending to TANGEDCO. First tranche of Rs.253 crores has already been mobilized. The Bond issue is open for the second tranche of Rs.500 crores and the amount is expected to be realized before 27-12-2012.

d) The Government of Tamil Nadu has announced Financial Restructuring Package for TANGEDCO through which TANGEDCO will reap the following benefits

- (i) The Government of Tamil Nadu will take over the Short Term and Medium Term Loans of TANGEDCO which will lead to a saving of Rs.9529 crores to TANGEDCO.
- ii) The Government of Tamil Nadu has also agreed for funding 30% of the losses of TANGEDCO for the year 2012-13. Based on the estimated losses of TANGEDCO, this amount works out to Rs.1293.60 crores

5.3. TANGEDCO will be in a position to clear the windmill dues upto March 2012 within the next three months. With all the above efforts, TANGEDCO's financial health will improve by the end of the Financial Year 2012-13 which will help in clearing the future bills to the Windmill Generators without delay.

6. Hearing on 05-02-2014:-

During the hearing held on 05-02-2014, the counsel for the petitioner was called absent and no one represented for the petitioner. The counsel for the petitioner was also not present on the previous hearing on 12-02-2013 and another opportunity was given on 05-02-2014 and the petitioner failed to utilise this opportunity and the petitioner had not shown interest in his case and hence the petition was dismissed for default.

7. I.A. No.1 of 2014 filed on 10-02-2014:-

In the I.A. filed on 10-02-2014, Tmt. K. Aparna Devi, Advocate has stated as follows:-

7.1. The junior looking after the cases before this Commission left the office without following the case properly and finally when we received the notice for the hearing on 05.02.2014, we could not trace our office bundles to come and argue before this Commission.

7.2. It is submitted that not appearing in the court on the previous hearing dates is due to not having the knowledge of the hearing dates and coming late to the Commission on 5.02.2014 was due to the above said reason only.

7.3. The non-appearance on the various dates is not wilful and wanton but only due to the above said reasons. It is submitted that setting aside the dismissal order dated 05.02.2014 in DRP No.6 of 2012 is not going to cause any prejudice to the Respondents, whereas on the other hand, not setting aside the dismissal order dated 05.02.2014 will cause much hardship and inconvenience to the Petitioner herein.

8. Hearing held on 21-04-2014:-

During the hearing held on 21-04-2014, the junior counsel of Thiru P. Subba Reddy appeared and argued and prayed to set aside the dismissal order dated

05-02-2014. Accordingly, the Commission has allowed the Interim Application to set aside the order of dismissal and thereby restored the petition.

9. Contentions in the Written Submission filed by the Petitioner:-

In the Written Submission filed on 20-08-2019, the petitioner has submitted as follows:-

9.1. The Petitioner has entered into two separate Power Purchase Agreements with the Respondents for the installation of two wind generating units vide Power Purchase Agreement HT SC No.2781 and HT SC No.2782 dated 30.09.2009 subject to the terms and conditions in the respective agreements.

9.2. The Respondents had failed to make payments towards the power supplied by the Petitioner and by not making payment within a period of 30 days as agreed to the terms and conditions of the agreement.

9.3. Clause 6(2) of both the Power Purchase Agreement provides as follows:

"Clause 6: Billing and Payment:

- (1) The Wind Energy Generator shall raise a bill every month for the net energy sold after deducting the charges for start-up power and reactive power.*
- (2) The Distribution Licensee shall make payment to the generator within 30 days of receipt of the bill. Any delayed payment beyond 30 days is liable for interest at rate of 1 % per month.*
- (3) The Wind Energy Generator agrees that if the consumption of the wind mill is more than the generation during a particular month, such excess consumption shall not be allowed to be carried forward to next month and the billing shall be done on*

the same month at the per unit realization rate of HT Industrial service as per tariff order in force.”

9.4. The petitioner vide its letter dated 04-06-2011 and 24-10-2011 to the Respondent made a formal demand against the payments overdue with the interest as per clause 6(2) of PPA along with Debit Notes.

9.5. The details of Outstanding Dues are as follows:

Sl. No.	Description	Amount Rs.
1	Debit Note No.Karmic/001/2011-2012 dated 14/06/2011	4,71,527/-
2	Debit Note No.Karmic/002/2011-2012 dated 14/06/2011	2,16,890/-
3	Debit Note No.Karmic/003/2011-2012 dated 14/06/2011	9,96,495/-
4	Debit Note No.Karmic/004/2011-2012 dated 21/10/2011	2,33,007.22
5	Debit Note No.Karmic/005/2011-2012 dated 21/10/2011	55,067.24
Total		19,72,986.46

9.6. The Respondents have defaulted in making payments and has continuously ignored the directive of the Regulatory Commission and even the letters/Debit Note made towards interest on overdue amounts.

9.7. The Respondent in their counter has not denied regarding the outstanding dues being paid but has narrated the financial crisis and difficulty in raising of funds to make payments by the Respondent.

9.8. It is submitted that since the Respondent failed to make payment despite reminders by the petitioner, the petition is filed before this Commission to direct the Respondents to release the amount outstanding for the power supplied.

10. Findings of the Commission:-

10.1 This petition has been filed by the petitioner M/s.Karmic Business Specialties Pvt. Limited with a prayer to direct the respondents for making payment of Rs.19,52,986/- against the outstanding dues for the supply of power with interest of Rs.58,590/- for the delayed payments. The supply of wind energy was made under two separate Energy Purchase Agreements entered by the petitioner with the respondents in respect of his service connection Nos.HTSC 2781 and HT SC 2782.

10.2. The respondent has filed a counter affidavit on 15-06-2012 wherein they have not denied the liability for making payment for the supply of power by the petitioner but they have only stated that owing to financial crunch, they are unable to make payments in time. They have also stated that they have released the payment of bills pertaining to wind energy generators for the period from January 2011 to March 2011.

10.3. Further, they have filed an additional affidavit on 29-12-2012 wherein the respondent have elaborately pointed out the efforts made by it to overcome the financial crisis faced by them and has stated that an amount of Rs.83,59,800/- have been cleared from April 2011 to August 2011 in respect of the wind energy generators of the petitioner.

10.4. They have also stated that TANGEDCO will be in a position to clear all the wind mill dues upto March 2012 within 3 months (from 29-11-2012) and TANGEDCO's financial health will improve by the financial year 2012-13 which will help them in clearing wind bills in future without any delay. In spite of the above submission, it is seen from the Written Submissions filed by the petitioner on 20-08-2019 that the total outstanding dues of the petitioner continues to remain at Rs.19,72,986.46 which is the original amount claimed in the petition filed on 17-02-2012.

10.5. It is therefore evident that the dues of the petitioner has not been cleared by the respondent as on 20-08-2019, i.e. the date on which the Written Submission has been filed by the petitioner. The claim made in the Written Submission of the petitioner has not been denied by the respondent. Therefore, we have to hold that the liability to pay the outstanding claim made by the petitioner is admitted by the respondent.

10.6. It is seen from the PPA filed by the petitioner in the typed set, that they have entered two separate Power Purchase Agreements with the respondent on 16-02-2009 which contains identical payments mechanism in clause 6 of the said agreements which provides as follows:-

"Clause 6: Billing and Payment:

- (1) *The Wind Energy Generator shall raise a bill every month for the net energy sold after deducting the charges for start-up power and reactive power.*

- (2) *The Distribution Licensee shall make payment to the generator within 30 days of receipt of the bill. Any delayed payment beyond 30 days is liable for interest at rate of 1 % per month.*
- (3) *The Wind Energy Generator agrees that if the consumption of the wind mill is more than the generation during a particular month, such excess consumption shall not be allowed to be carried forward to next month and the billing shall be done on the same month at the per unit realization rate of HT Industrial service as per tariff order in force.”*

10.7. From the above, it is seen that the wind energy generator shall raise a bill every month for the energy sold after deducting the start-up charges and reading charges and the payment shall be made by the licensee (the respondents herein) within the period of 30 days from the date of receipt of the bill and any payment made beyond the said 30 days will attract an interest @ 1% per month. The details of the outstanding dues claimed by the petitioner are as follows:-

Sl. No.	Description			Amount Rs.
1	Debit Note	No.Karmic/001/2011-2012	dated 14/06/2011	4,71,527/-
2	Debit Note	No.Karmic/002/2011-2012	dated 14/06/2011	2,16,890/-
3	Debit Note	No.Karmic/003/2011-2012	dated 14/06/2011	9,96,495/-
4	Debit Note	No.Karmic/004/2011-2012	dated 21/10/2011	2,33,007.22
5	Debit Note	No.Karmic/005/2011-2012	dated 21/10/2011	55,067.24
Total				19,72,986.46

10.8. The details of the claim made by the petitioner in the above debit notes are as stated below:-

Debit Note No.Karmic/004/2011-2012

Karmic Business Specialities Private Limited						
Statement giving details of interest calculation for overdue period from 11 th June 2011 to 30 th September 2011 on invoice prior to 31 st March 2011 and interest debit notes still unpaid						
Bill Month	Bill Date	Period	Amount	Date of Payment	Overdue days beyond 30 days	Interest amount @1% p.m. for days over 30 days
18/2010-11September	11-10-2010	18-08-2010 to 16-09-2010	2422203.24	08-07-2011	27	21788.97
19/2010-11October	08-11-2010	16-09-2010 to 14-10-2010	1670639.34	Still Due	112	63227.87
20/2010-11November	12-12-2010	14-10-2010 to 16-11-2010	1163712.18	Still Due	112	44042.44
21/2010-11December	10-01-2011	16-11-2010 to 16-12-2010	266220.48	Still Due	112	1007552.00
22/2010-11January	07-02-2011	16-12-2010 to 18-01-2011	180708.96	Still Due	112	6839.20
23/2010-11February	09-03-2011	18-01-2011 to 17-02-2011	40631.05	Still Due	112	15275.27
24/2010-11March	13-04-2011	17-02-2011 to 16-03-2011	211112.94	Still Due	112	7989.89
Debit Note No.Karmic/001/2011-	14-06-2011	April 2009 to March 2010	471527.00	Still Due	112	17845.65

12						
Debit Note No.Karmic/002/2011-12	14-06-2011	Balance Amt. @ .49 / Unit	216889.97	Still Due	112	8208.53
Debit Note No.Karmic/003/2011-12	14-06-2011	April 2010 to March 2011	996495.78	Still Due	112	37713.89
Total						233007.22

Debit Note No.Karmic/001/2011-2012 dated 14-06-2011

Karmic Business Specialities Private Limited						
Statement giving details of interest calculation for overdue period from April 2009 to 31 st March 2010						
Bill Month	Bill Date	Period	Amount	Date of Payment	Overdue days beyond 30 days	Interest amount @1% p.m. for days over 30 days
1/2009-10 April	09-05-2009	27-03-2009 to 16-04-2009	172322.00	27-08-2009	84	4868.56
2/2009-10 May	08-06-2009	16-04-2009 to 16-05-2009	1141000.00	23-09-2009	77	29515.50
3/2009-10 June	09-07-2009	16-05-2009 to 16-06-2009	2961594.00	30-10-2009	83	82663.06
4/2009-10 July	10-08-2009	16-06-2009 to 16-07-2009	3531054.00	18-12-2009	100	119081.10
5/2009-10 August	08-09-2009	16-07-2009 to 17-08-2009	2769701.00	19-01-2010	103	96255.57
6/2009-10 September	10-10-2009	17-08-2009 to 16-09-2009	*2457951.60		Nil	Nil
7/2009-10 October	13-11-2009	16-09-2009 to 16-10-2009	2152560.36 (-)*1296876= 855686.36**			

	13-11-2009		**81449.00	28-05-2010	166	4610.21
	13-11-2009		**774238.00	13-08-2010	243	64995.45
8/2009-10November	09-12-2009	16-10-2009 to 17-11-2009	329810.34	24-05-2010	136	15217.78
9/2009-10December	12-01-2010	17-11-2009 to 16-12-2009	266951.00	10-06-2010	119	10747.16
10/2009-10January	02-02-2010	16-12-2009 to 19-01-2010	388034.94	16-07-2010	133	17500.60
11/2009-10February	01-03-2010	19-01-2010 to 16-02-2010	217875.00	16-09-2010	169	12561.43
12/2009-10March	20-04-2010	16-02-2009 to 17-03-2010	230309.22	08-11-2010	172	13520.81
Total						471527.24

* Adjusted against Infrastructure Development Charges not payable by us but by Suzion vide your letter dated 18th February, 2010

** Represents two separate payments on different dates against Bill No.7/2009-2010 period 17-09-2009-16-09-2009.

Debit Note No.Karmic/002/2011-2012 dated 14-06-2011

Karmic Business Specialities Private Limited						
Statement giving details of power generation and billings there against						
Bill Month	Bill Date	Period	Balance Amount 0.49/Unit	Date of Payment/R ealisation	No. of days for Realisa tion	Net amount at 1% for days over 30 days
1/2009-10	09-05-2009	27-03-2009	27122.94	24-05-2010	380	3643.28

April		to 16-04-2009				
2/2009- 10May	08-06-2009	16-04-2009 to 16-05-2009	192937.50	24-05-2010	350	23749.41
3/2009- 10June	09-07-2009	16-05-2009 to 16-06-2009	500614.38	24-05-2010	319	55871.22
4/2009- 10July	10-08-2009	16-06-2009 to 16-07-2009	596849.4	24-05-2010	287	59607.03
5/2009-10 August	06-09-2009	16-07-2009 to 17-08-2009	468156.78	24-05-2010	258	41825.55
6/2009-10 September	10-10-2009	17-08-2009 to 16-09-2009	415492.56	24-05-2010	225	32193.48
Total			2201173.56	Net Interest		216889.97

Debit Note No.Karmic/003/2011-2012 dated 14-06-2011

Karmic Business Specialities Private Limited						
Statement giving details of interest calculation for overdue period from April 2010 to 31 st March 2011						
Bill Month	Bill Date	Period	Amount	Date of Payment	Overdue days beyond 30 days	Interest amount @1% p.m. for days over 30 days
13/2010-11 April	12-05-2010	17-03-2010 to 16-04-2010	373763.00	29-09-2010	140	17764.90
14/2010-11 May	07-06-2010	16-04-2010 to 18-05-2010	533260.00	04-10-2010	119	21468.47
15/2010-11 June	06-07-2010	18-05-2010 to 18-06-2010	2970415.00	10-01-2011	188	191118.14
16/2010-11 July	01-08-2010	18-06-2010 to 16-07-2010	2549991.00	11-02-2011	133	115006.08
17/2010-	08-09-2010	16-07-2010	3011801.52	06-04-2011	209	216186.53

11August		to 18-08-2010				
18/2010- 11September	11-10-2010	18-08-2010 to 16-09-2010	2422208.24		241	201565.88
19/2010- 11October	08-11-2010	16-09-2010 to 14-10-2010	1670639.34		213	122295.30
20/2010- 11November	12-12-2010	14-10-2010 to 16-11-2010	1163712.18		179	71182.09
21/2010- 11December	10-01-2011	16-11-2010 to 16-12-2010	266220.48		150	13579.92
22/2010- 11January	07-02-2011	16-12-2010 to 18-01-2011	180708.96		122	7462.29
23/2010- 11February	09-03-2011	18-01-2011to 17-02-2011	403611.06		93	12643.80
24/2010- 11March	13-04-2011	17-02-2011 to 16-03-2011	211112.94		59	4171.95
Total						996495.78

Debit Note No.Karmic/005/2011-2012

Karmic Business Specialities Private Limited						
Statement giving details of interest calculation for overdue period from April 2011 to September 2011 on invoice raised from April 2011						
Bill Month	Bill Date	Period	Amount	Date of Payment	Overdue days beyond 30 days	Interest amount @1% p.m. for days over 30 days
25/2011-12 April	16-05-2011	16-03-2011 to 19-04-2011	246253.44		77	6370.11
26/2011-12 May	11-06-2011	19-04-2011 to 18-05-2011	813834.48		51	13883.56
27/2011-12 June	11-07-2011	18-05-2011 to 20-06-2011	3309979.98		21	23135.25
28/2011-12 July	15-08-2011	20-06-2011 to 19-07-2011	2194780.8		16	11678.32

29/2011-12 August	15-09-2011	19-07-2011 to 17-08-2011	1794951.66			0.00
Total						55067.24

10.9. As the outstanding due claimed by the petitioner has not been denied by the respondent, we are constrained to treat the claim of the petitioner as having been established, without any doubt.

10.10. In the above circumstances, the petition is allowed as prayed for. However, it is made clear that if any payment has been made by the respondent to the petitioner during the period, when this petition is pending before this Commission, the respondent is at liberty to deduct the same and make the balance amount claimed by the petitioner in this petition within a period of three months from the date of issue of this order.

There will be no order as to the costs, in the circumstances of the case

(Sd.....)
(K.Venkatasamy)
Member (Legal)

(Sd.....)
(Dr.T.PrabhakaraRao)
Member

(Sd.....)
(M.Chandrasekar)
Chairman

/True Copy /

Secretary
Tamil Nadu Electricity
Regulatory Commission