

**IN THE HIGH COURT OF TELANGANA AT HYDERABAD**

**W.P.No.29315 OF 2022**

**Between:**

M/s.Rockhopper Renewables (India) Pvt.Ltd.

... **Petitioner**

**And**

Telangana State Southern Power Distribution  
Company Limited & another

... **Respondents**

**JUDGMENT PRONOUNCED ON: 03.06.2024**

**THE HON'BLE MRS JUSTICE SUREPALLI NANDA**

1. Whether Reporters of Local newspapers : Yes  
may be allowed to see the Judgment?
2. Whether the copies of judgment may be : Yes  
marked to Law Reporters/Journals?
3. Whether Their Lordships wish to : Yes  
see the fair copy of the Judgment?

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**MRS. JUSTICE SUREPALLI NANDA**

**THE HON'BLE MRS JUSTICE SUREPALLI NANDA****W.P.No.29315 OF 2022****% 03.06.2024****Between:**

# M/s.Rockhopper Renewables (India) Pvt.Ltd.

**... Petitioner****And**\$ Telangana State Southern Power Distribution  
Company Limited & another**... Respondents**

&lt; Gist:

&gt; Head Note:

**! Counsel for the Petitioner** : Mr.A.Venkatesh representing  
Mr.Pasham Mohith**^ Counsel for Respondents** : Mr.R.Vinod Reddy for R1.  
G.P.for Energy for R2.

? Cases Referred:

(i) W.P.No.16490/2020, dated 18.01.2021

**THE HON'BLE MRS. JUSTICE SUREPALLI NANDA****W.P. No.29315 OF 2022****ORDER:**

Heard learned Senior Designate Counsel  
Sri A.Venkatesh, representing the counsel on record  
Sri P.Mohit appearing on behalf of the Petitioner, Sri R.Vinod  
Reddy, learned Standing Counsel appearing on behalf of  
respondent No.1 and learned Government Pleader for Energy  
appearing on behalf of respondent No.2.

**PRAYER:**

2. **The Petitioner approached the Court seeking prayer as  
under :**

"declaring (A) the inaction of the Respondent No 1 and 2 to pay Petitioner the amounts owed towards unutilized banked energy injected by Petitioners Power Plant into the grid as per the applicable Pooled Cost of Power Purchase for the period of 27.12.2017 up till 31.03.2022 in accordance with the provisions of the Solar Power Policy 2015 and orders dated 26.11.2018, 02.03.2020, 09.03.2021 and 14.09.2021 in O.P. No. 60 of 2018 and O.P. No. 07 of 2020 and O.P. No. 7 of 2021 and O.P. No. 28 of 2021 respectively as illegal arbitrary high handed in violation of the provisions of the Solar Power Policy 2015 in violation of the Rights guaranteed

under the Constitution of India under Article 14, 21 of the Constitution of India, (B) with a consequential prayer to direct the Respondents to pay the amounts due to the Petitioner as per the settlement reports as per the appropriate Pooled Cost of Power Purchase fixed in O.P. No. 60 of 2018, O.P. No. 07 of 2020, O.P. No. 7 of 2021 and O.P. No. 28 of 2021 along with costs and interest or 18 percentage p.a. for the delay in payment of the dues”.

**PERUSED THE RECORD :**

3. **The counter affidavit has been filed by the 1<sup>st</sup> respondent, in particular, at para Nos. 9, 11, 30, 31, 33, 34, read as under:**

“9. It is further submitted that, as per Clause 10.3 of the Regulation 2 of 2006 the solar generator is not entitled to claim any amount in respect of the injection of such unscheduled energy into the grid. Clause 10.3 of the Regulation 2 of 2006 is extracted below for ready reference :-

The under drawals by scheduled consumers and/or OA consumers shall have impact on the Generator and on the DISCOM in whose area of supply the Exit point is located. Such under drawals at Exit point shall be treated as inadvertent energy supplied by the Generator to the DISCOM(s) and shall not be paid for by the DISCOM.”

**11.** It is further submitted that, the Hon'ble TSERC issued Regulation 1 of 2017 i.e., Third Amendment to (Interim Balancing and Settlement Code for Open Access Transactions) Regulation 2 of 2006 on 25-03-2017, wherein, the commission has amended the Appendix-3 of Principal Regulation and the relevant banking clauses of the said amendment are reproduced below :-

"6. For captive generator, the energy injected into the grid from date of synchronization shall be considered as deemed banked energy.

7. For third party sale, the energy injected into the grid from the date of synchronization till the date prior to captive consumption to open access approval date will be considered as deemed banked energy.

8. The unutilized banked energy shall be considered as deemed purchase by DISCOM(s) at the average pooled power purchase cost as determined by TSERC for the relevant year."

Clause 2 of Regulation 1 of 2017 clearly postulates that the Third Amendment to (Interim Balancing and Settlement Code for Open Access Transactions) Regulation 2 of 2006, (Regulation 1 of 2017) shall apply to a generating company having captive consumption who has no open access agreement with the licensees but having connection agreement only which is extracted below.

#### 1. Extent of Application

The amendment to the Interim Balancing & Settlement code set out in this regulation shall apply to a generating company (having captive consumption) who

has no open access agreement with the licensee and having connection agreement only.

As the petitioner neither had open access agreement nor had banking agreement till 05.11.2020 as provided under Regulation 1 of 2017, it is not entitled to claim for the unscheduled energy injected into the grid from the date of synchronization as contended in Para 14. There is no law or regulation providing settlement of energy in the absence of open access or banking agreement with the Licensee. The petitioner is required to enter into open access agreement or should have banking agreement to invoke Regulation 1 of 2017.

**30.** It is submitted that, this respondent has not curtailed the payment to petitioners as it is already stated at Para 18 of this counter affidavit. As submitted at Para 23 of this counter affidavit, the petitioner neither had open access agreement nor had banking agreement as provided under clause 3 of Regulation 1 of 2017, the petitioner cannot claim any amount towards the unscheduled energy injected into the grid from the date of synchronization. There is no law or regulation providing settlement of energy in the absence of open access agreement or banking agreement with the Licensee.

**31.** The petitioner relied on the order in WP. No. 16490 of 2020 dated 18.01.2021 (filed by M/s.Axis Clinicals limited) in which, the Hon'ble High Court directed Respondents to pay

the amounts due to the petitioner for the energy injected into the grid of respondents as per the tariff fixed by Respondent No.2/TSTRANSCO. It is respectfully submitted that this Respondent had filed appeal vide WA.No.73 of 2021 aggrieved by the order dated 18.01.2021 in WP.No.16490 of 2020 and the same was dismissed without going into the merits of the appeal. It is further submitted that this Respondent is taking steps to file a review of the order in WA.No.73 of 2021.

**33.** At the cost of reiteration it is further submitted that, the Hon'ble Commission issued Regulation 1 of 2017 in which, clause 2 clearly postulates that the Third Amendment to (Interim Balancing and Settlement Code for Open Access Transactions) Regulation 2 of 2006, (Regulation 1 of 2017) shall apply to a generating company having captive consumption who has no open access agreement with the licensees but having connection agreement only and the same applies to petitioner as well. The petitioner doesn't have either banking agreement or captive consumption till 05.11.2020 hence, the petitioner cannot claim for the payment towards the unscheduled energy injected into the grid from the date of synchronization, in fact the respondents were forced to pay deviation charges because of injection of such unscheduled energy into the grid by Petitioner without having valid agreement.

**34.** It is further submitted that, the section 70 of Indian Contract Act, 1872 cannot be made applicable in the facts and circumstances of the present case."

**4. The case of the Petitioner in brief as per the averments made in the affidavit filed by the Petitioner in support of the present writ petition is as under :**

a) The Petitioner company herein is inter alia engaged in the business of generation of electricity from solar energy. The Government of Telangana, under the aegis of the Central Government's initiatives on renewable energy, invited companies to set up power plants in the State, for generating electricity through alternative sources of energy in view of reducing the heavy dependency of the country on fossil fuels. In the year 2015, the 2<sup>nd</sup> Respondent notified the Telangana Solar Policy, 2015 (Solar Policy) to attract power-producing companies to establish solar-power projects in the state of Telangana.

b) The petitioner's Power Plant was successfully commissioned and synchronized to the grid on 28.12.2017. Thereafter, Petitioner applied for approval of Long-Term Open Access vide application No. RHR IPL/SRD/LTOA/001 dated



29.01.2018 and the Petitioner established its aforesaid Power Plant under the Solar Policy, at a substantial investment. Thereafter, the Petitioner continued to inject electricity into the grid from the date of synchronization during the pendency of its LTOA application.

c) During the pendency of Petitioner's LTOA, due to the inaction of the 1<sup>st</sup> Respondent, the Petitioner was left with no option but to inject electricity in Respondent's power grid, for approximately 2.5 (two and a half) years. Therefore, the Petitioner injected approximately 3,80,38,653 kWh electricity during the period from 28.12.2017 to 16.07.2020.

d) After an inordinate delay of 2.5 years and having invoked writ jurisdiction of this Court through W.P. (c) No. 5562 of 2020, Petitioner's power plant received Long-Term Open Access Approval dated 16.07.2020 which was issued by Transmission Corporation of Telangana Limited. Alongside, the 1<sup>st</sup> Respondent executed the LTOA Agreement with Petitioner on 05.11.2020 and it was only after post-execution of LTOA Agreement that the Petitioner became eligible to operate as an OA Generator (Open Access Generator), Petitioner started selling electricity to its open access customers from 16.07.2020 onwards.

e) From the date of synchronization, until the date of execution of the LTOA Agreement with Respondent No.1 i.e. 05.11.2020, Petitioner's Power Plant had injected about 3,80,38,653 units of power into the grid OD. By virtue of clause 11(e) of Solar Policy and Clause 7 under Appendix 3 of TSERC Regulations, about 3,80,38,653 units of electricity injected into the grid were deemed as banked energy and since, 16.07.2020 i.e., date of Approval of LTOA till 31.03.2022, Petitioner's Power Plant had generated 1,25,25,020 units of electricity into the grid, while its open access consumers had consumed 1,05,84,596 units of electricity. Therefore, unutilized banked energy from the date of open access approval till 31.03.2022 is about 19,40,424 units.

f) Moreover, from the date of synchronization, Petitioner has continued to inject energy into the grid and the 1<sup>st</sup> Respondent took first Joint Meter Reading for Petitioner's SPP on 24.12.2020, wherein it specified that Petitioner's SPP has injected a total of 3,91,57,780 units of energy from the date of synchronization till 24.12.2020. Further, Petitioner has been receiving monthly settlement reports for all months from the date of execution of LTOA Agreement till March 2022 However, no settlement of

payments has been done by the 1<sup>st</sup> Respondent for its deemed purchase of unutilized banked energy till date.

g) During the pendency of Petitioner's LTOA application, petitioner made a representation before the 1<sup>st</sup> Respondent vide a letter dated 19.02.2020, submitting the details of its meter readings from the date of synchronization till 23.01.2020 identifying approximately 2,68,89,954 units of energy injected by its SPP during the aforesaid period and conveyed that it has sought all necessary approvals under the Solar Policy, and requested for its dues against deemed banked energy to be cleared in accordance with clause 11(e) of the Solar Policy.

h) On account of non-payment by the 1<sup>st</sup> Respondent, Petitioner made a formal representation vide its letter dated 16.08.2021 before the 1<sup>st</sup> Respondent requesting them for settlement of payment and disbursement of funds in accordance with Solar Policy 2015 and TSERC Regulation. However, no response was received from the 1<sup>st</sup> Respondent. Thereafter, on 26.08.2021, 09.11.2021 and 17.01.2022, the Petitioner issued a reminder letter to the 1<sup>st</sup> Respondent seeking clearance of dues

while referring to its previous correspondences on this issue. However, no response was received by Petitioner.

i) By applying to the TSERC, to determine the pooled cost of power purchase for the financial year 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 dated 26.11.2018, 02.03.2020, 09.03.2021 and 14.09.2021, in accordance with TSERC Regulation No. 1 of 2017, the 1<sup>st</sup> Respondent has expressly recognized and admitted its legal liability to compensate SPPs like the Petitioner herein, for the energy banked. However, despite express orders from the TSERC, the 1<sup>st</sup> Respondent has not released any payment to Petitioner.

j) Thereafter, the Petitioner has continued to inject energy into the grid from the date of synchronization i.e., 28.12.2017, up to till date. However, the 1<sup>st</sup> respondent has failed to comply with the Solar policy for 4 (four) consecutive years. Over the period till 31.03.2022, Petitioner has injected 5,16,75,280 kWh units of energy into the grid. After attaining approval for long-term open access, Petitioner has continued to inject energy into the electricity grid and has received monthly settlement reports from the 1<sup>st</sup> Respondent in due course.

k) Petitioner herein has been facing severe financial constraints and losses on account of these huge outstanding amounts of banked energy for more than two years and the petitioner is entitled to be compensated for the energy generated and injected into the power grid at the rates determined by TSERC. Moreover, the arbitrary actions of the Respondents are wholly contrary to the rule of law, unreasonable, and violate the fiduciary duty that is cast upon the State and its actions and the acts of non-settlement of deemed banked energy are in contravention with the Solar Policy 2015 and TSERC Regulations. Hence this Writ Petition.

### **DISCUSSION AND CONCLUSION :**

5. It is the specific case of the Petitioner that from the date of synchronization, until the date of execution of the LTOA (Long Term Open Access) Agreement with Respondent No.1 i.e., 05.11.2020, Petitioner's Power Plant had injected about 3,80,38,653 units of power into the grid O.D. By virtue of Clause 11(e) of Solar Policy and Clause 7 under Appendix 3 of TSERC Regulations about 3,80,38,653 units of electricity injected into the grid were deemed as banked energy and since 16.07.2020 i.e., date of approval of LTOA till 31.03.2022 Petitioner's Power Plant had generated

1,25,25,020 units of electricity into the grid, while its open access consumers had consumed 1,05,84,596 units of electricity. Therefore, utilised banked energy from the date of open access approval till 31.03.2022 is about 19,40,424 units. It is further the case of the Petitioner that since the date of synchronization the Petitioner has continued to inject energy into the grid and **a bare perusal of the letter of the 1<sup>st</sup> Respondent dated 24.12.2020 also indicates that the 1<sup>st</sup> Respondent took first joint meter reading for Petitioner's Solar Power Plant on 24.12.2020 wherein the 1<sup>st</sup> Respondent specified that Petitioner's SPP had injected a total of 3,91,57,780 units of energy from the date of synchronization till 24.12.2020 and the Petitioner had been receiving monthly settlement reports for all months from the date of execution of LTOA agreement till March 2022. However, no settlement of payments had been done by Respondent No.1 for its deemed purchase of unutilized banked energy till date.**

6. A bare perusal of the counter affidavit filed by Respondent No.1 indicates the plea of the Respondent No.1 that since Petitioner did not have open access agreement nor banking agreement till

05.11.2020 i.e., the date of the LTOA (Long Term Open Access) Agreement, it is not entitled to a claim against unscheduled energy injected by its SPP (Solar Power Plant) from the date of synchronization. **This Court opines that the plea of the Respondent No.1 for denying the payment against the banked energy stating that energy supplied by their SPP into the grid before LTOA approval is inadvertent energy is contrary to the order date 07.10.2020 passed by the Telangana State Electricity Regulatory Commission, Hyderabad in O.P.No.19 of 2020 & I.A.No.13 of 2020 which dealt with an identical issue and Para Nos. 29, 30, 33 of the said judgment reads as under :**

**“29.** The counsel for the petitioner would endeavor to submit that the petitioner had the option of undertaking recourse to punishing the respondents for violating the provisions of the Act, 2003 and regulations thereof under section 142 of the Act, 2003. However, the counsel pleaded that since the petitioner as a consequence may suffer and jeopardize its existence at the hands of respondents, if the petitioner were to invoke section 142 of the Act, 2003. In order to obviate any confrontation and to ensure that it should get the compliance of the Act, 2003 and regulations, the petitioner resorted to adjudicatory proceedings instead of initiating

penal action against the respondents. Having not done so and keeping quiet for two years while the energy was merrily injected into the licensee's network/grid, now turning round after the petitioner approaches this Commission, is nothing short of showing disrespect or violating the Act, 2003 and regulations thereof. The action of the respondents is highly deprecated.

**30.** Reference has been drawn to lift irrigation schemes and provision of 24 hours supply to agriculture at the instance of the Government for not providing open access to the petitioner by the TSSPDCL. It is surprising that for the sake of 2 MW solar power plant which has CUF of only 19% approximately, the TSSPDCL found the system to be constrained due to above actions and over loaded so that it cannot deliver the energy generated by the project to the consumer of the generator. **From the submission of the DISCOM it can only be stated that the DISCOM or the Nodal Agency are unfairly denying open access.**

**33. The DISCOM sought to aver that the power generated cannot be loaded to the grid which is already constrained and therefore a committee has been setup to assess the system requirement that is to be strengthened. While drawing the power in to grid the DISCOM cannot state that open access cannot be allowed and system studies are being done. Both the**



**situations run contrary to each other. Thus the contention of the DISCOM cannot be sustained."**

7. A bare perusal of the order dated 02.01.2019 passed by the Telangana State Electricity Regulatory Commission, Hyderabad in the matter of M/s. Dubbak Solar Project Pvt., Ltd., Gurgaon Vs. Transmission Corporation of Telangana & Another in O.P.No.47 of 2018 clearly indicates that the **Telangana State Electricity Regulatory Commission, Hyderabad categorically held that the 3<sup>rd</sup> Amendment to TSERC Regulation No.1 of 2017 applies to Solar Power Generators and that energy that is fed into the grid from the date of synchronisation of the project to the date of entering into LTOA approval is considered deemed banked.**

8. This Court opines that the plea of the Respondent No.1 in the counter affidavit filed by the Respondent that there is no specific law to implement the provisions of the Telangana Solar Power Policy is incorrect **since a bare perusal of the contents of the letter dated 10.06.2015 of the 2<sup>nd</sup> Respondent addressed to the Chairman & Managing Director, TS Transco, Hyderabad,** clearly indicates that the 2<sup>nd</sup>

**Respondent approved Telangana Solar Power Policy, 2015 w.e.f., from 01.06.2015 and directed the Respondent No.1 to implement the incentives provided under the Solar Policy in the regulations governing Solar Power Generator. The Telangana State Electricity Regulatory Commission, Hyderabad in its order dated 02.01.2019 in O.P.No.47 of 2018 observed that the State Government vide its letter dated 23.08.2016 issued directions to the Commission U/s.108 of Act, 2003 to cause effect to Solar Policy, the same is indicated at Para 21, Clause (g) and (h) of the order dated 02.01.2019 and hence this Court opines that the Respondent No.1 is duty bound to adhere to the provisions of the Solar Policy and provide the incentives ensured to the Petitioner. In view of the fact that the Solar Policy had been implemented vide an Express Notification, the Respondent No.1 necessarily has to extend the incentives categorically provided to the Petitioner.**

9. A bare perusal of the record indicates that the Petitioner made its first application for LTOA approval on 29.01.2018 to supply solar power under open access, and when the Petitioner did

not receive any response, Petitioner again made representations dated 30.08.2019 and 09.09.2019 to consider the application and grant LTOA approval and yet when there was no response Petitioner filed W.P.No.5562/2020 and in pursuance to the orders of this Court dated 01.05.2020 the LTOA agreement between the Petitioner and Respondent No.1 was not executed till 05.11.2020 and the Petitioner continued to supply energy to States Power Grid.

**Referring to delay and the reasoning put-forth by Respondent No.1 in a similar issue in O.P.No.19 of 2020 the Telangana State Electricity Regulatory Commission, Hyderabad observed as under at Para 26 and 29.**

**"26. The Commission finds that the action of the respondents in not notifying the applicant/petitioner as regards providing of open access or otherwise for a period of two years unless and until the petitioner approaches this Commission and now states that they are yet to complete the process after lapse of two years is uncalled for, as it smacks of exercising dominant position by not allowing the open access, such act is neither appreciable nor to be supported. The respondents have acted contrary to the provisions of the Act and regulations."**

29... Having not done so and keeping quiet for two years while the energy was merrily injected into the licensee's network/grid, now turning round after the petitioner approaches this Commission, is nothing short of showing disrespect or violating the Act, 2003 and regulations thereof. The action of the respondents is highly deprecated."

10. The judgment of Telangana High Court in Axis Clinical Limited Vs. State of Telangana & Others, in W.P.No.16490 of 2020, dated 18.01.2021, the High Court observed as under :

".....The respondents cannot deny the amounts due to the petitioner for the energy injected on the ground that the energy injected into the Grid is inadvertent. The respondents cannot be allowed to benefit for their own lapses of not granting the Long Term Open Access and deny the payment on that ground. If the same is allowed, it would amount to unjust enrichment of the respondents at the cost of the petitioner. The same is not only impermissible under the law but also contrary to the principles of natural justice, equity and against the regulations of the respondent Corporation."

11. A bare perusal of the record further indicates that the Petitioner made representations dated 19.02.2020, 16.08.2021,

22.08.2021, 09.11.2021, 17.01.2022, requesting for its dues against deemed banked energy to be cleared in accordance with Clause 11(e) of the Solar Policy which provides for the incentive of deemed banked energy to Solar Power Generator and as per Section 108 of the Electricity Act, 2003, TSERC is required to be guided by the directions of the State Government. This Court opines that the plea of the Respondent No.1 that there are no specific orders/regulations to implement incentives under Solar Policy is incorrect and is intended only to evade its liability. It is borne on record that the Telangana State Electricity Regulatory Commission, Hyderabad, has ordered Respondent No.1 to provide the incentives under the Solar Policy and the same indicates the 2<sup>nd</sup> Respondents specific directions to Respondent No.1 to implement the provisions of the Solar Policy.

**12. Clause 7 and Clause 8 under Appendix 3 of TSERC**

**Regulation read as under :**

**“Clause 7 :** For third party sale, the energy injected into the grid from the date of synchronization till the date prior to captive consumption to open access approval date will be considered as deemed banked energy.

**Clause 8** : The unutilized banked energy shall be considered as deemed purchase by DISCOM(s) at the average pooled power purchase cost as determined by TSERC for the relevant year."

**13. Clause 11(e) of the Solar Policy reads as under :**

"**Clause 11(e)**: The Solar Policy provides for the incentive of deemed banked energy to solar power generators. It is also admitted that as per Section 108 of the Electricity Act, 2003 ("Electricity Act"), TSERC is required to be guided by the directions of the State Government."

**14. This Court opines that the Petitioner had sought dues against 3,80,38,653 units of energy injected by its power plant from the date of synchronisation till the date of LTOA agreement on the basis of Clause 7 under Appendix 3 of TSERC Regulation (referred to and extracted above) and Clause 11(e) of Solar Policy and further Clause 8 under the Appendix 3 of TSERC Regulations and Clause 11(e) state that unutilized deemed banked energy shall be considered as deemed purchase by DISCOM(s) i.e., Respondent No.1. This Court opines that the incentive of deemed banking was introduced under Solar Policy and 3<sup>rd</sup> Amendment to APERC (Interim Balancing and Settlement Code) 2006 and the**

orders of the Telangana State Electricity Regulatory Commission, Hyderabad, referred to above also indicate that the Respondent No.1 is duty bound to pay for the deemed bank energy as per Solar Policy and TSERC Regulation and cannot evade the same. This Court opines that all the pleas put-forth by the 1<sup>st</sup> Respondent in the counter affidavit filed in the present writ petition are untenable. Though it is stated at Para No.31 of the counter affidavit that a Writ Appeal No.73 of 2021 has been preferred against the order dated 18.01.2021 passed in W.P.No.16490 of 2020 in the year 2021 and the same had been disposed of on 05.03.2021, the Respondents in the counter affidavit filed in the present writ petition on 30.08.2022 cannot deny grant of relief to the Petitioner on the basis of the order dated 18.01.2021 passed in W.P.No.16490 of 2020 stating that the 1<sup>st</sup> Respondent is taking steps in August 2022 to prefer a review against the order dated 18.01.2021 passed in W.A.No.73 of 2021.

15. Taking into consideration the above said facts and circumstances of the case and the order of this Court in Axis

**Clinicals Ltd. & Others Vs. State of Telangana & Others** passed in W.P.No.16490/2020, dated 18.01.2021 and the orders of the Telangana State Electricity Regulatory Commission, Hyderabad (referred to and extracted above), this Court opines that the Petitioner is entitled for the relief as prayed for herein and accordingly the writ petition is allowed, the Respondents No.1 and 2 are directed to consider the representations of the Petitioner dated 19.01.2020, 16.08.2021, 26.08.2021, 09.11.2021, 17.01.2022, to clear the dues in accordance with Clause 11(e) of the Solar Policy and release the payments due to the Petitioner as against the energy banked duly taking into consideration, the observations of this Court, in reference to Solar Policy, TSERC Regulations, the orders of the Telangana State Electricity Regulatory Commission, Hyderabad dated 07.10.2020 passed in O.P.No.19 of 2020 and I.A.No.13 of 2020 in an identical issue and the order dated 02.01.2019 passed by the TSERC in O.P.No.47 of 2019 and the letter of the 2<sup>nd</sup> Respondent State Government dated 10.06.2015, Letter No.645/Budget A2/2015-1, addressed to the 1<sup>st</sup>



**Respondent and the order of this Court dated 18.01.2021 passed in W.P.No.16490 of 2020 within a period of three (03) weeks from the date of receipt of the copy of the order in accordance to law in conformity with principles of natural justice by providing an opportunity of personal hearing to the petitioner and duly communicate the decision to the Petitioner. However there shall be no order as to costs.**

Miscellaneous petitions, if any, pending in this Writ Petition, shall stand closed.

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**MRS. JUSTICE SUREPALLI NANDA**

Date: 03.06.2024

**Note :** L.R. Copy to be marked.

B/o. Yvkr