

**ORISSA ELECTRICITY REGULATORY COMMISSION  
BIDYUT NIYAMAK BHAWAN  
UNIT-VIII, BHUBANESWAR - 751 012  
\*\*\*\*\***

Present : Shri B.K. Das, Chairperson  
Shri K.C. Badu, Member  
Shri B.K. Misra, Member

**Case Nos.28,29/2010**

GRIDCO ..... Petitioner  
Vrs.  
M/s Aarti Steels Ltd., Cuttack & Another ..... Respondents

**In the matter of: For procurement of power from the proposed 50MW Thermal Power Plant at Ghantikhal, Cuttack/ Under S.86 of the Electricity Act, 2003 read with S.21 of the OER Act, 1995**

**AND**

**Case Nos.107&108/2010**

M/s Aarti Steels Ltd., Cuttack ..... Petitioner  
Vrs.  
GRIDCO & Ors. .... Respondents

**In the matter of: Application for u/s 94(1) of the Act read with Regulation 70 of the OERC (conduct of Business) Regulations, 2004 for review of order 04.05.2010 passed in Case Nos. 28&29/2010.**

**ORDER**

**Date of Hearing: 07.06.2011**

**Date of Order: 13.09.2011**

Shri Sanjay Sen, Advocate and Shri Rajiv Yadav, Advocate on behalf of M/s Arati Steels Ltd., Shri P.K. Pradhan, Director (Comm.), GRIDCO and Shri J.K. Dash, Sr. GM(PP), GRIDCO, Shri S. Pradhan, Dy. Secretary DoE., GoO, Shri S. K. Puri, AGM(O&M), OPTCL, Shri M.K. Das, GM (PT), CSO, WESCO, NESCO, & SOUTHCO and Shri L.N. Padhi, DGM(Comm.), CESU are present.

1. The Commission in its interim order dated 18.08.2010 in Case No. 28,29,107 & 108 of 2010 at Para-9 to Para-15 had observed the followings:

*“(9) After hearing the parties and perusal of case records we observe as follows:*

- (a) *The tariff for the projects for which MoU was signed prior to 30.09.2006 shall be determined by the Competent Commission on “COST-PLUS” basis. After 30.09.2006 all requirement of power should be procured competitively by the Distribution licensee through tariff based competitive bidding route from IPP with valid PPA or through merchant power plant.*
  - (b) *GRIDCO as the SDE is now purchasing full power from the 50 MW generating unit of M/s Aarati Steels on behalf of the DISCOMs in the state. GRIDCO has filed a petition for approval of the tariff only for the State’s share of 12% at variable cost.*
  - (c) *We have earlier directed both the parties and Govt. of Orissa whether GRIDCO would like to take only 12% of the power generated or all the power from the 50 MW generating station. In case GRIDCO takes only 12% of the power, what are the arrangements for utilization of the balance power? In case GRIDCO takes full power then what are the PPA condition for the tariff determination of the 88% of the power. The revised PPA should address all the issue. We have now noted from the verbal submission of M/s.ASL that they are not interested to sell the balance 88% of power to GRIDCO unless GRIDCO comes to an agreement on the price with ASL.*
- (10) *With the above background, we direct GRIDCO and ASL to clarify the following in order to facilitate the Commission to take a view to determine tariff for 50 MW generating unit declared as IPP by M/s.ASL.*
- (a) *What is the status of the Generating Unit of 50 MW of M/s.Aarati Steels Ltd.? Whether they would like to run the unit at “COST-PLUS” tariff to be determined by the appropriate Commission or to run the plant as merchant basis on negotiated tariff?*
  - (b) *Date of the application of M/s ASL with DPR to IPICOL to set up 4X125 MW IPP in the State?*
  - (c) *The date on which the configuration changed from 4X125 MW to 2X250 MW and the basis of change of such configuration. Whether in the MoU dtd.07.02.2009, the configuration was 4X125 MW as per DPR or 2X250 MW? Whether the DPR has been suitably revised or not?*
  - (d) *What is the configuration of the project in PPA signed on 24.10.2009?*
  - (e) *What is the date of in-principle approval of GoO to change 1<sup>st</sup> unit of the project from 1X125 or 1X 250 to 1X50 MW? Copy of the in-principle approval may be furnished.*
  - (f) *When did the construction of 1x50 MW unit started and the details of the construction power arrangement?*
  - (g) *The details of fuel linkage or FSA and the financial package for the IPP?*
  - (h) *The details of common auxiliary services, if any, of the subject 50 MW Generating Unit (Originally conceived as an CGP) with the existing CGP units of M/s ASL be submitted.*

- (i) *The details of arrangement of connectivity of IPP with STU i.e. OPTCL's network. When did the IPP apply for connectivity? Copy of the approval of STU and connection diagram for evacuation arrangement?*
- (j) *The date when IPP asked for construction/ start up power to DISCOM for construction and pre-commissioning test and synchronization to the Grid?*

*GRIDCO and ASL are directed to submit the above information to the Commission on or before the agreement is reached by the parties with GoO for revised MoU and PPA.*

- (11) *The Department of Energy, Govt. of Orissa is requested to submit their views on the above issues mentioned in para 12 of this order on or before 14.09.2010.*
- (12) *Taking into a pragmatic view that earlier fixed provisional tariff of M/s ASL @ 59 Paise/KWH for variable cost is not sufficient to cover the cost of fuel purchase and taking into consideration of the minutes of meeting of experts of GRIDCO and M/s. ASL held on 10.08.10 we agree to revise the provisional rate to 175 Paise/unit (90% of 194.89 Paise/Unit which is projected by GRIDCO i.e.178.50 paise or say 175.00paise/unit) towards the variable cost of the generating unit. The above rate shall be applicable from 5.3.2010 (the date of synchronization) upto 24.04.2010 (the date and time of COD) for the entire ex-bus power generated as infirm power and from 25.04.2010 (after the date and time of COD) for the 12% of the ex-bus power generated by the 50 MW generating unit. GRIDCO, at its discretion, in order to reduce the accumulated arrears may pay provisionally the cost of balance power over and above 12% @ 175 paise /unit to M/s. ASL subject to adjustment. We hereby make it clear that the provisional payment at the rate of 175 paise per unit for the power in excess of 12% is without any prejudice to the outcome of the negotiation between GRIDCO and M/s. Aarti Steel Ltd. and this provisional rate of 175 paise/unit shall not be taken as any reference price for arriving at the negotiated rate to be mutually agreed keeping in view the interest of the consumers of the State and financial viability of the project along with the commercial interest of the GRIDCO. Further the provisional payment at the rate of 175 paise per unit both in respect of 12% of the ex-bus power generated by the 50MW generating unit and the power supplied in excess of that 12% is subject to adjustment against the final rate to be determined in respect of 12% of the ex-bus power generated by the 50MW generating unit and the mutually agreed and the negotiated rate for the balance power beyond the aforesaid 12%. .*
- (13) *Since the power procured by GRIDCO from 50 MW IPP of ASL is being supplied to the DISCOMs of the State, we direct that all the DISCOMs may be impleaded as parties in the above cases and the DISCOMs should submit their views on the above issues relating to tariff determination on or before*

*by 06.09.2010. In addition CESU, the concerned DISCOM and OPTCL is advised to look into the arrangement of connectivity, metering arrangement and issue of classification and payment of construction and start-up power received by the Generating Company from CESU-DISCOM before synchronization to the grid.*

- (14) *GRIDCO and ASL are directed to serve the copies of their petition on the above matter to the four DISCOMs namely, CESU, WESCO, NESCO & SOUTHCO and OPTCL along with the statement of “cost elements for determination of variable cost” at the earliest. A copy of this order is also marked to OPTCL and DISCOMs.*
- (15) *Put up the matters for hearings on 14.09.2010 at 11AM before which the discussion process of the parties with the Govt. of Orissa regarding, but not limited to, on revised MoU, PPA and Orissa’s share of 50 MW should be concluded. No further notice will be issued to the parties concerned.*
2. During the hearing on 07.06.2011, the representative of M/s Arati Steels Ltd. stated that the ASL operates a coal based thermal power plant having an installed capacity of 50 MW, and qualifies as an Independent Power Producer.
3. Government of Odisha and ASL entered into a Memorandum of Understanding (MOU) dated 07.02.2009 for setting up a thermal power plant of 500 MW capacity at Ghantikhal. As per the said MoU,
- (i) Infirm power will be made available to the State at variable cost.
  - (ii) A nominated agency (s) authorized by Government will have the right to purchase 14% of power sent out from the Thermal Power Plant(s) at variable cost if Coal Blocks are allocated to IPP within the State, otherwise it will provide 12 % power at variable cost. Tariff for such power will be determined by the OERC.
  - (iii) ASL will have the right to sell the balance power from the Thermal Power Plants(s) to any party outside or inside the State of Odisha subject to applicable laws and regulations, for which ASL may enter into contractual arrangement(s) with such buyer(s), the terms of which would be mutually agreed between ASL and such buyer(s).
  - (iv) In case the Government or its nominated agency is unable to honor the terms of the Power Purchase Agreement (PPA) as mentioned in

clause (ii) above, ASL will have the right to sell such power to any other party in or outside the State of Odisha”

4. In terms of its obligations under the MOU, ASL commenced construction of 50 MW power plant in first phase of the project. The said 50 MW power plants was commissioned on 05.03.2010 and was declared as commercially operational on 24.04.2010.
5. The Commission was to determine variable cost/tariff of only the State's entitlement, comprising of 12% of the power generated by the power plant. Further, ASL also represented that the balance 88% of the power could be supplied to GRIDCO by the Petitioner at mutually agreed terms and conditions. However, in case there is no mutual agreement on the terms of sale of 88% of the power, ASL will have the right to sell the power to any other person or person of its choice, within or outside the State.
6. The Commission, vide order dated 18.08.2010, after hearing both parties took the noted minutes of the meeting between ASL, and GRIDCO on record, and as an interim measure, fixed 175 paise/kWh as the provisional variable cost of generation for ASL's power plant. The said provisional variable cost was applicable only to 12% power being sold to GRIDCO under the PPA. As regards the balance 88% of power generated by ASL, the Commission was of the view that both GRIDCO and ASL should negotiate and arrive at a mutually acceptable settlement.
7. The representative of the petitioner submitted that -
  - GRIDCO had always expressed its willingness to off-take the entire quantum of power generated by ASL and ASL supplied 100% of its generation output to GRIDCO without being compensated for the same. This was done on the understanding that once the variable cost is determined, the parties could fix the final tariff for supply of 88% power on mutually acceptable terms. ASL, which had the option both contractually and under the existing regulatory regime, to sell power through open access, had so far accepted GRIDCO's request for supply of its entire quantum of generated power in good faith and in the interest of the State, which has been facing power shortage from time to time;

- Since any power supplied to GRIDCO over and above 12% of the State's entitlement was to be paid at a mutually agreed price, they had a discussion with GRIDCO and GRIDCO agreed to a tariff of Rs.3.77/kWh for procurement of 88% of power as against a tariff of Rs. 4.31/kWh proposed by ASL, which included a variable cost component of Rs.2.08/kWh. The above noted tariff of Rs. 3.77/ kWh agreed to by GRIDCO includes a variable cost component of Rs.1.95/kWh;
- The present controversy relates only to adjudication of tariff payable by GRIDCO in terms of negotiations held with ASL. Despite repeated request made by ASL, GRIDCO neither honored its payment obligation as per the rate of Rs. 3.77 kWh proposed by GRIDCO nor disputed the demand made by ASL;
- In view of the fact that GRIDCO was not releasing the payments due, ASL has entered into a contract for sale of power with M/s Instinct Infra & Power Limited- an inter-state trading licensee. In order to evacuate power for sale outside the State, M/s Instinct Infra & Power limited applied for inter-state open access. However, Odisha SLDC refused to give its concurrence to the proposed open access transaction, ostensibly on the ground that ASL had committed to supply its entire generation quantum to the State and, therefore, there was no surplus available with it for sale outside the State. The reason cited by Odisha SLDC for denial of open access concurrence is incorrect, as ASL has, till date not undertaken any binding obligation to supply more than 12 % of its generation output to GRIDCO. Unless GRIDCO and ASL sign a PPA for 88% of power generated on mutually agreed terms, ASL cannot be held to have committed such quantum to the State. The denial of concurrence by the SLDC was manifestly illegal and gravely prejudicial to the interests of ASL. Denial of SLDC concurrence has resulted in ASL being not allowed to sell power through open access, even though GRIDCO has not been agreeable to the ASL's tariff rate of Rs. 4.31/ kWh.
- Till date ASL has supplied 200.441 MU of power to GRIDCO from the date of commercial operations (27.04.2010) of its 50 MW unit. From the above 200.441 MU supplied, 12% i.e 24.05292 MUs, represents State's share under

MOU and payable at variable cost fixed by the Commission. The interim variable cost has been fixed by the Commission at Rs.1.75 kWh. The Commission may decide the final variable cost, based on the present coal price at e-auction and other incidental costs. Apart from the said 12% power, ASL is entitled to receive payment of full tariff for the balance 88% which constitutes 176.38808 MU till 31<sup>st</sup> March, 2011. ASL is an unpaid seller and as such continues to suffer huge financial loss and prejudiced on account of non-payment of tariff.

- GRIDCO, vide letter No GRIDCO (PP)-509, 2010/2206 dated 05.04.2011, unilaterally fixed a provisional tariff of Rs. 2.43/kWh in respect of 88% of the power supplied by ASL and made payment for past supplies in terms thereof. The said tariff was unilaterally decided by GRIDCO in utter disregard of the specific condition of the MOU dated 07.02.2009 as well as the directions issued by the Commission. GRIDCO has erroneously relied upon an order passed by the Commission in the case No 117/2009 in respect of Sterlite Energy Limited to make payment to ASL. Clearly, for the power supplied to GRIDCO in excess of the 12% State's share under the PPA was required to be paid at a mutually agreed tariff.
- In view of the fact that GRIDCO had agreed to a tariff of Rs. 3.77/kWh in the course of its negotiations with ASL and now pays at a provisional/interim tariff lower than Rs. 3.77/kWh. GRIDCO's offer of Rs. 2.43/kWh is illegal, arbitrary and without any basis, and cannot be made applicable to ASL merely because a similar provisional tariff has been approved by the Commission for another IPP. Needless to mention that since tariff for supply 88% of ASL's generation output was to be mutually agreed upon (failing which the Commission would have the jurisdiction to decide) and the parties have met and agreed on a range of Rs. 3.77 to 4.31 per kWh, there can be no justification on the part of GRIDCO to unilaterally apply a provisional tariff fixed by the Commission in unrelated proceedings, to which ASL was not even a party.

8. Keeping in view of the above submission, ASL pleaded that the Commission may exercise powers under Section 86 (1) (a), 86 (1) (b) and 86 (1) (f) read with Section 62 of the Electricity Act, 2003 and
- (a) Determine and approve a final tariff of Rs. 4.31 / kWh in respect of power supplied by ASL over and above the State's entitlement under the MOU dated 07.02.2009 and pass consequential directions to GRIDCO for payment of differential, amount for past supplies made by the Petitioner to GRIDCO.
  - (b) Pending final determination of tariff and without prejudice to the right, title and interest of the Petitioner, direct GRIDCO to pay a provisional / interim tariff of Rs. 3.77 / kWh to ASL as agreed by GRIDCO for 176.38808 MU that has been supplied by ASL over and above the State's entitlement to 12% of generation output with effect from 27.04.2010 (COD) and continue to make such payment till the disposal of the present petition.
9. The Representative of GRIDCO stated that as per the interim order of the Commission dated 18.08.2010, GRIDCO is paying M/s ASL at the rate of 175 p/u for the 12% ex-bus power generated by its 50 MW generating unit. For balance 88% of the power from this generating unit, the Commission had advised to arrive at a negotiable price. In absence of any consensus on negotiable price, GRIDCO is paying at a provisional tariff of Rs. 2.43 per kWh for this 88 % of power supplied by ASL from its 50 MW generating units. This rate has been fixed by the Commission in respect of the power procurement from Sterlite Energy Ltd. GRIDCO has vehemently objected to M/s ASL's submission that during the course of negotiation, GRIDCO management had given its consent for a rate of Rs.3.77/kWh for the 88% power procured from M/s ASL.
- He further stated that as per the Commission's order for arriving at a negotiable price both GRIDCO representative & M/s ASL had discussions on 07.08.2010 & 10.08.2010. During the discussion a calculation sheet for the indicative tariff for 50 MW generating unit of Arati Steel Ltd. to the tune of



Rs. 3.77 per kWh was presented. However, in the record notes discussion it is clearly indicated that this tariff proposal is subject to approval by the GRIDCO management. But, GRIDCO management had turned down this tariff proposal in view of the high cost claimed by M/s ASL than the market rate. The power purchase rate in the power exchange has been substantially reduced and GRIDCO is also availing surplus power of CGPs & Co-generation plants at the rate Rs. 2.75 per kWh. In such situation power procurement from the generating station of M/s ASL at the rate of Rs. 3.77 per kWh is not beneficial for the state consumers.

10. However, the matter will be taken up by the GRIDCO Management shortly for a final decision on procurement of 88% power from the 50 MW generating unit of M/s ASL.
11. The Representative of CESU stated that M/s Arati Steel Ltd. initially availed power supply at 132 KV vide agreement dated 24.08.2005 for 2.222 MVA in power intensive industry category (PII). During continuation of the above power supply agreement the consumer i.e. M/s Arati Steel Ltd., applied for enhancement of load to 4.144 MVA vide its application dated 12.10.2005 and the same was allowed vide agreement dated 19.11.2005. M/s ASL again applied for reclassification of the category from PII to emergency power to CPP vide their application dated 05.05.2008 on successful completion of their 40 MVA CPP and the same was allowed by CESU w.e.f. 01.10.2008.
  - Further, M/s Arati Steel Ltd. vide their application dated 17.06.2009 requested for enhancement of emergency power upto 10 MVA to which M/s OPTCL vide their letter dated 04.011.2009 permitted and power supply agreement with the consumer was modified to 10 MVA w.e.f. 16.11.2009. M/s Arati Steel Ltd. has not availed any construction power for construction of its 50 MW generating plant, now termed as an IPP.
  - As far as CESU is concerned, M/s ASL is a power intensive industry having a CGP of 40 MW capacity. The information of establishing another generating plant of 50 MW with IPP status in the same premises was never intimated to them. M/s ASL – IPP (50 MW capacity) has not applied for any construction power or start-up power from them. M/s Arati Steel Ltd has never submitted

to CESU any document in support of its application attaining the status of IPP from the relevant authority.

- CESU as a distribution licensee objects to conversion of any CPP constructed as part of a Captive Generation Unit to IPP since there is no documentary evidence for transfer of assets of the CPP to IPP.

M/s CESU pleaded that any power generated by M/s ASL, if purchased as merchant power or IPP power the cost of supply will go up hampering the interest of consumers in general and the distribution licensees in particular. So the power generated by 50 MVA generating unit of M/s Arati Steel Ltd. being constructed as a CPP may be dealt as surplus CPP power and tariff may be fixed accordingly till valid transfer of assets from CPP to IPP. In case the 50 MW generating unit of M/s ASL is to be treated as an IPP (independent from the Industrial unit having CGP, with no dependence or commonality with CGP auxiliaries and coal handling facility and procurement process), then the issue of power sourced by the IPP for its construction and start-up from a third party (M/s ASL – CGP) is required to be first determined and settled and Cross-subsidy surcharge due to DISCOM first to be settled before determining the selling price of M/s ASL- IPP.

13. The representative of Govt. of Odisha submitted that the existing MoU signed by M/s Arati Steel Ltd., with the State Govt. was based on the total capacity of 500 MW (2 x 250 MW ) only. The PPA was also signed with GRIDCO based on this capacity only.
14. The Commission heard the parties and observed that the present dispute between M/s ASL & GRIDCO is regarding the tariff for 88% of the Ex-bus power from the 50 MW generating unit of M/s ASL. We further observe that most of our observations and directions in earlier orders have not been complied by M/s ASL, GRIDCO and the State Govt. M/s ASL had signed a MoU with the State Govt. for a Thermal Power Station of 500 MW capacity and in the PPA signed between GRIDCO and M/s ASL on 24.10.2009 the same capacity has been mentioned. During the hearing on 04.08.2010 the learned counsel for M/s ASL had submitted that the capacity configuration has been changed to 1055 MW (1x50 MW +3 x 335 MW). Further, from the

- minutes of the meeting held between GRIDCO and M/s ASL on 07.08.2010 & 10.08.2010, it is observed that the capacity configuration would be 1060 MW (1x50 MW + 1 x350 MW + 1x 660 MW). Commission is also not aware whether M/s ASL-IPP has entered into contractual agreements with any other party outside or inside state other than GRIDCO and have valid PPA for the entire capacity of the proposed project or at least the first phase of the project establishing its IPP status.
15. In view of the above, we had directed in previous orders that both GRIDCO & M/s ASL should discuss with the State Govt. and finalize the total capacity and configuration of the Thermal Power Station and also decide the quantum of power to be purchased by GRIDCO from the present generating capacity of the power stations as an IPP, based on which the MoU with the State Govt. may be revised and the PPA with GRIDCO may be signed. Neither the MoU has been revised nor the PPA as yet been signed. The exact status of the said 50 MW generating unit, is to be determined clearly.
  16. During the hearing the counsel for M/s ASL stated that GRIDCO should decide whether it is interested to purchase the 88% of the power generated from the subject 50 MW generating unit. If so, there should be a negotiable price for this power as per the earlier order of the Commission. In case the price could not be negotiated, M/s ASL may be allowed open access to sell this power to any other party. Now a situation has been created in which power is generated and is taken by GRIDCO for consumption in the state, but the purchaser does not agree to pay even the provisional negotiated price for 88% of the power generated and at the same time hurdles are being created in granting open access. This is not a desirable situation for the growth of the power industry in Orissa. We, therefore, agree with the proposal of M/s ASL and direct GRIDCO to take a decision on the matter at earliest whether GRIDCO would like to purchase the power, either in full or in part of the balance 88% generation of the 50 MW generating units of M/s.ASL. If GRIDCO requires to purchase the power either in full or in part of the remaining 88% of generation of 50MW generating unit of M/s.ASL then it may purchase the same through a negotiated rate or through competitive

- bidding process. In case GRIDCO does not require to purchase this power either in full or in part, then M/s.ASL be allowed to sell the remaining power out of the 88% generation of the subject 50 MW generating unit to any other party inside or outside the state through open access modalities as fixed by the Commission from time to time.
17. Further, State Govt. and GRIDCO should decide the status of the subject 50 MW generating unit as an integral part of the proposed IPP of 500 MW/1060 MW and then the MoU may be revised and the PPA should be finalized accordingly for the 12% / 14% of the generation, as the case may be, as per the state thermal policy. While revising the PPA, the issue raised by M/s CESU-DISCOM on the drawl of construction and start-up power and other techno-commercial issues of commonality with CGP auxiliaries and fuel allocation/management issues of the 50 MW generating unit may also have to first settled with mutual consent of all the stakeholders. While finalizing the PPA both GRIDCO and M/s ASL should also keep in view the observations of the Commission in its earlier orders.
  18. Further, in its submission M/s.ASL has stated that apart from the 12% power, to which ASL is entitled to receive payment at variable cost, the balance 88 % power from the 50 MW generating units (about 176.39 MU upto 31.3.2011) is payable at full tariff. But GRIDCO is paying for the 88% of power at a provisional tariff of Rs. 2.43 per kWh which is not acceptable to M/s ASL. M/s ASL further stated that the payment by GRIDCO for this power may be made at a provisional/ interim tariff of Rs.3.77 per kWh as discussed with M/s GRIDCO during the discussion on 07.08.2010 & 10.08.2010.
  19. The need to ensure supply to meet demand, automatically entails that additional power would have to be procured after all contracted supplies have been procured from State Generators, Central Generating Stations, and surplus power of CGPs. Such additional supplies obviously would be priced for higher than the already contracted supplies, especially when power is procured from an IPP whose fuel supply is dependent purely on the open market or E-auction or even imports. We do not wish to enter into the entire question of determining the tariff for this 50 MW unit of Aarti Steels.

20. We would however also like to settle the dispute regarding the rate for the power already purchased by GRIDCO out of the remaining 88% generation from the subject 50 MW generating unit of M/s.ASL. This power has been purchased by GRIDCO mostly during the FY 2010-11. It is observed that the average rate of power purchased by GRIDCO from the NTPC-ER generating stations during the FY 2010-11 is about Rs.3.02 per Kwh (at the generator end) with due consideration of central transmission loss. If GRIDCO would not have availed this power from the 50 MW generating unit of M/s.ASL then GRIDCO had to purchase this power from the CGPs/NTPC-ER generating stations or through power exchange. We find that the average rate of the NTPC-ER stations i.e.Rs.3.02 per Kwh will be more appropriate for the price towards purchase of power from the balance 88% of the generation of 50 MW generating unit of M/s.ASL. There is no need to prolong the dispute any further. We direct GRIDCO to make payment @Rs.3.02 per Kwh to M/s.ASL towards earlier purchase of power till date, out of the balance 88% of the generation from the 50 MW generating unit of M/s.ASL. We further direct that any further purchase of such power by GRIDCO from M/s.ASL will be governed by the National Tariff Policy and associated guidelines for the procurement of power.

21. Accordingly, the case Nos.28, 29, 107 & 108 of 2010 are disposed of.

Sd/-  
**(B.K. Misra)**  
**MEMBER**

Sd/-  
**(K.C. Badu)**  
**MEMBER**

Sd/-  
**(B K Das)**  
**CHAIRPERSON**