

ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAWAN
PLOT NO.-4, CHUNUKOLI, SHAILASHREE VIHAR
BHUBANESWAR - 751 021

Present: Shri U. N. Behera, Chairperson
Shri S. K. Parhi, Member
Shri G. Mohapatra, Member

Case No. 76/2021

M/s. Envirocare Infra Solution Pvt. Ltd.	Petitioner
Vrs.		
TPWODL & Another	Respondents

n the matter of: **Application under Regulation 139 of the OERC Distribution (Conditions of Supply) Code, 2019 for approval of tripartite agreement for supply of power at 11 KV to M/s. Envirocare Infra Solution Pvt. Ltd. by using the existing electrical infrastructure built by M/s. Shree Mahavir Ferro Alloys Pvt. Ltd..**

For Petitioner: Shri R. P. Mahapatra, the authorized representative.

For Respondents: Shri S. Pati, Director (HR), M/s. Shri Mahavir Ferro Alloys Pvt. Ltd. and Shri K. C. Nanda, DGM (Fin.), TPWODL.

ORDER

Date of hearing: 05.10.2021

Date of order:27.10.2021

The authorised representative of the petitioner M/s. Envirocare Infra Solution Pvt. Ltd. (in short EIPL) has submitted that the petitioner company is incorporated as a subsidiary company of Shree Mahavir Ferro Alloys Pvt. Limited (M/s. SMFAPL) and is keen and desirous of opening a new 0.8 MTPA palletization plant inside the premises of SMFAPL situated at Kalunga Industrial Estate, Kalunga, Rourkela in the district of Sundargarh. M/s. EIPL has asked for availing maximum demand of 0.5 MVA power at 33 KV of M/s. SMFAPL-the respondent No-2 herein to meet its own requirement. As separate infrastructure has not been built up by the petitioner to avail 5 MVA power, SMFAPL has agreed to allow EIPL to use its existing HT supply system of 11 KV, for supply of power for its requirement. The special arrangement of power supply to EIPL by the licensee TPWODL without making it a consumer of TPWODL is not permissible under Regulations, 187 and 188 of OERC (Conditions of Supply), Code, 2019.

2. The petitioner company-EIPL has approached the Respondent No-1 (TPWODL) to provide power supply as a separate consumer. This issue was discussed with all

concerned in presence of competent authority of the licensee. Thereafter, TPWODL inspected the premises of SMFAPL the Respondent No-2 herein in the presence of the petitioner on 03.08.2021 and agreed for the proposed arrangement. There were various meetings held with concerned authorities and on mutual agreement, SMFAPL has agreed to pay security deposit amount on behalf of the petitioner to TPWODL and also agrees to pay the fixed charges as per regulations of the OERC w.e.f. date of actual commencement of power supply. The petitioner company will be billed separate as per fresh agreement to be entered into which is subject to approval of the Commission.

3. The Petitioner further submits that TPWODL has agreed for supplying the electrical power by using the existing electrical infrastructure built by SMFAPL (Respondent No-2), to EIPL on term and condition stipulated in the tripartite agreement executed on 15.09.2021 till separate transmission/distribution facility is arranged by EIPL. The industry of the petitioner is ready for operation and is only awaiting power supply from the Respondent No-1 from the 11 KV Bus bar of Respondent No-2 and any delay in extension of power supply and consequent delay in operation of the industry will result in serious financial loss to the petitioner company. Hence, the present application is filed for approval of tripartite agreement executed among the parties herein under Regulation 139 of the OERC Distribution (Conditions of Supply) Code, 2019.
4. Shri K. C. Nanda, DGM (R&S), TPWODL has submitted that the petitioner company EIPL is incorporated as the subsidiary company of M/s. SMFAPL. EIPL requires power supply with CD of 5 MVA to operate its new plant but is unable to build separate infrastructure to avail the above power. SMFAPL who is an existing consumer of TPWODL is availing power supply at 33 KV from distribution licensee-TPWODL. TPWODL has agreed to supply the electrical power to EIPL by using existing infrastructure of SMFAPL till a separate transmission/distribution facility is arranged by EIPL subject to the payment of the outstanding arrear dues of TPWODL pending on SMFAPL. Now SMFAPL has paid an adhoc amount of Rs. 19.42 lakhs on 30.09.2021 and the remaining outstanding, if any, shall be debited to the account of SMPAPL after reconciliation. The Tripartite agreement was executed between SMFAPL, EIPL & TPWODL on 15.09.2021 under Regulation 139 of the OERC Distribution (Conditions of Supply) Code, 2019. As per the said tripartite agreement the commencement of power supply was mentioned inadvertently as '15.09.2021' or

from the date of actual commencement of supply, “whichever is later” and however the OERC Distribution (Conditions of Supply) Code, 2019 Regulations, 2019 Clause 25 states that “ Date of commencement of supply” means the date immediately following the 7th day on which an intimation to an intending consumer of the availability of power at the point of supply is made or the date of actual availing of supply by such consumer, ‘whichever is earlier’. Therefore, TPWODL may be permitted to modify the clause in line with OERC Regulations, 2019.

5. Shri Sudhansu Pati, Director, M/s. SMFAPL submits that they have no objection for such modification of the clause as prayed by TPWODL in its submission. SMFAPL has made payment of Rs.19.42 lakhs out of the outstanding dues of TPWODL and remaining outstanding, if any, shall be remitted to TPWODL after reconciliation. The M/s. SMFAPL has no objection to execute the tripartite agreement based on correction in agreement as mentioned in the submission of the TPWODL.
6. Heard the parties at length. It is observed that the petitioner has filed the draft Tripartite agreement signed by the concerned parties i.e. TPWODL, SMFAPL and EIPL for approval by the Commission with some modification at Page 2 of the agreement on the matter of initial date of power supply. TPWODL has stated that

“The commencement of power supply, in tripartite agreement Page No-2 it has been inadvertently mentioned as 15.09.2021 or from the date of actual commencement of supply “whichever is latter” and however as per OERC Distribution (Conditions of Supply) Code, 2019 Clause 25” Date of commencement of supply” means the date of immediately following the 7th day on which an intimation to an intending consumer of the availability of power at the point of supply is made or the date of actual availing of supply by such consumer, whichever is earlier”.

TPWODL has prayed that the above modification to the agreement may be accepted. Since the Petitioner and other Respondent have no objection, we accept the modification as stated above. The main features of the Tripartite Agreement are as follows:

- (a) EIPL shall avail power supply at three-phase, 50 Hz. AC in 11 KV
- (b) The consumer (EIPL) will avail load from the line of M/s. SMFAPL which is the delivery point for M/s. EIPL emanating from 12.5 MVA, 33/11 KV sub-station of SMFAPL which avails power through a dedicated feeder from 132/33 KV Kalunga Grid sub-station of OPTCL.

- (c) The tariff shall be in Power Intensive Category. It shall be regulated under OERC Distribution (Conditions of Supply) Code, 2019 and Tariff order of the Commission from time to time.

With the above observation and modification the tripartite agreement executed on 15.09.2021 is approved under Regulation 139 of OERC Distribution (Conditions of Supply) Code, 2019.

7. With the above direction, the case is disposed of.

Sd/-
(G. Mohapatra)
Member

Sd/-
(S. K. Parhi)
Member

Sd/-
(U. N. Behera)
Chairperson