

**ODISHA ELECTRICITY REGULATORY COMMISSION  
BIDYUT NIYAMAK BHAWAN  
PLOT NO. 4, CHUNUKOLI, SHAILASHREE VIHAR,  
BHUBANESWAR-751021**

\*\*\*\*\*

**Present:        Shri G. Mohapatra, Officiating Chairperson  
                     Shri S. K. Ray Mohapatra, Member**

**Case No. 10/2024**

GRIDCO Ltd.	.....	Petitioner
Vrs.		
M/s. SAIL & Others	.....	Respondents

**In the matter of:**    **Application under Regulation 139 of the OERC Distribution (Conditions of Supply) Code, 2019 seeking modification of tripartite agreement for power supply by M/s. Steel Authority of India Ltd. - Rourkela Steel Plant (M/s. SAIL-RSP) to the GRIDCO Ltd.**

**For the Petitioner:**    Shri Sidhant Pati, AGM (Electrical) and Shri Anirudha Sethy, AGM (Electrical), GRIDCO Ltd.

**For the Respondents:** Shri D. K. Bhanja, CGM, M/s. RSP, Rourkela, Shri Subhashis Samantaray, DGM (Electrical), RT&C, OPTCL, Shri K. C. Nanda, GM (RA & Strategy), TPWODL. None appears on behalf of M/s. SLDC.

**ORDER**

**Date of Hearing: 30.04.2024**

**Date of Order: 30.04.2024**

The Representative of the Petitioner-GRIDCO Ltd. submits that the present application filed under Regulation 139 of the OERC Distribution (Conditions of Supply) Code, 2019 for modification of the tripartite agreement for supply of power by M/s. Steel Authority of India Ltd. - Rourkela Steel Plant (M/s. SAIL-RSP) to the Petitioner-GRIDCO Ltd. This matter has been taken up for hearing through hybrid arrangement.

2. M/s. SAIL-RSP has captive generating units of 529.50 MW capacity including the 250 MW capacity of the JV company i.e. NTPC-SAIL Power Company Ltd. (NSPCL) and has connectivity with 220 kV network of OPTCL at 220/132 kV Tarkera GSS through 4 nos. of dedicated 220 kV feeders. Two consumers of M/s. TPWODL namely M/s. LINDE India Ltd. (in short M/s. LIL) and M/s. SE Railways (in short M/s. SER) are also availing power through Special Supply Agreement as per the OERC Distribution (Condition of Supply) Code, from internal network of M/s RSP. M/s. SE Railways and M/s. LIL are receiving power at 132 kV level (with CD of 18.5 MVA) and 33 kV (with CD of 43.5 MVA) level from the network of RSP respectively. The power imported by M/s. RSP is calculated on monthly basis by deducting total consumption of power by the above two

industries (M/s. LIL & M/s. SER) from the total power import of M/s. RSP at Tarkera Grid Sub-station.

3. After commissioning of a new 250 MW Captive Generating Plant by M/s. RSP in the year 2022, surplus power is available with M/s. SAIL-RSP. This surplus power is consumed by M/s. LIL and M/s. SE Railway which are connected before the metering point at Tarkera Grid Sub-station. Therefore, surplus energy, which is consumed by M/s. LIL and M/s. SER though deemed export by M/s. RSP, is not recorded in the meter at Tarkera Grid Sub-station and billed by TPWODL to M/s. LIL & M/s. SER as its consumers. However, in Case No. 86/2023 the Commission had directed to initiate action in coordination with OPTCL for providing power supply directly to M/s. LIL and M/s. SER from the Tarkera Grid Sub-station after which this problem of accounting of surplus power would not survive.
4. According to GRIDCO, the State Designated Agency, it had convened several meetings with industries having Captive Generating Plant (CGP) inside the State to ascertain availability of surplus power with them which can be purchased and utilised by GRIDCO during the summer months of this year. M/s. SAIL-RSP had communicated GRIDCO vide letter dated 31.01.2024, regarding its surplus generation potential to the tune of 50 MW from its 250 MW Captive Generating Units being operated by JV company of NTPC and RSP and another 60 MW of power can also be supplied to GRIDCO if coal supply is facilitated by GRIDCO for additional generation.
5. In view of the above facts, GRIDCO has prayed the Commission as follows:
  - (a) To issue direction to modify the Tripartite Agreements (TPAs) between M/s. RSP, M/s. TPWODL & M/s. LIL and M/s. RSP, M/s. TPWODL & M/s. SER.
  - (b) To issue appropriate orders regarding proper energy accounting of import and export of M/s. RSP and to allow GRIDCO to purchase surplus power of M/s. RSP in the ensuing summer season considering the metering logic submitted by GRIDCO.
  - (c) To direct TPWODL to provide monthly 15 minutes energy consumption data with respect to M/s. LIL & M/s. SER to SLDC for proper energy accounting.
6. The Respondent-M/s. SAIL-RSP has submitted that both M/s. LIL and M/s. SER have entered into Tripartite Agreement to avail power supply from M/s. TPWODL through the network of M/s. SAIL-RSP. At the time of signing of PPA, the captive generation was not sufficient to meet its demand and M/s. SAIL-RSP used to always remain in net import mode and consume the power by drawing the same from Tarkera Grid. The 250 MW CGP

of M/s. SAIL-RSP has started consistent generation since December, 2022. Due to addition of this generation capacity, M/s. SAIL-RSP is having surplus power, even when the generation of the new CGP is backed down to the technical minimum generation. Under this condition, for most of the time, total power generated by M/s. SAIL-RSP is more than its total consumption and the surplus energy is being consumed by M/s. LIL and M/s. SER, which are connected to internal network of M/s. SAIL-RSP before the metering point at Tarkera Grid, therefore, no export is being recorded in 220 kV RSP feeder meters GRIDCO is not treating this energy as RSP export and hence M/s. SAIL-RSP is suffering financial loss on a regular basis. In such situation, RSP is not getting any charges whereas TPWODL is collecting energy charges for the same from its consumers (M/s. LIL & M/s. SER) without making payment for purchase of this energy either from RSP CGP or from GRIDCO. TPWODL is not paying the ED on this energy, although the same is being collected from the consumer. M/s. SAIL-RSP is paying ED on energy consumed from its total generation. GRIDCO is levying undue injection charges on RSP. Due to non-accounting of such drawal by M/s. LIL and M/s. SER, M/s. SAIL-RSP is being penalised without its any fault.

The surplus power of about 50 MW from its 250 MW captive unit being operated by the JV company NSPCL, can be made available for GRIDCO's use at mutually agreed price and the terms and conditions through applicable PPA. Therefore, M/s. SAIL-RSP has prayed for proper energy accounting of its import and export of power, till M/s. LIL and M/s. SER have direct power connection from the Grid. The methodology of calculation suggested by the Petitioner-GRIDCO is acceptable to M/s. SAIL-RSP. M/s. GRIDCO has asked M/s. RSP to supply surplus CGP power to tide over the anticipated power deficit situation in the coming summer months i.e. April to June, 2024. Therefore, M/s. RSP requests the Commission to allow it to sale its surplus power to GRIDCO at a mutually agreed price and agreed terms and conditions through appropriate PPA and also to transfer such surplus power to its sister industries and mines located outside the M/s. RSP premises through Open Access.

7. Another Respondent-M/s. OPTCL has submitted that M/s. LIL and M/s. SER are two consumers of TPWODL availing power from RSP network through the two Special Tripartite Agreements under OERC Distribution (Condition of Supply) Code. The Commission have approved the above two Tripartite Agreements in Case No. 24/2015 (order dated 18.01.2016) and Case No.33/2020 (order dated 28.09.2020) respectively. During the execution of Special Tripartite Agreements, the 250 MW CGP unit of M/s. RSP was not commissioned. However, after commissioning of the said CGP unit, M/s.

RSP is having surplus power and such power is deemed export of M/s. RSP. However, it is not getting recorded by metering point at Tarkera Grid Sub-station as it is consumed by M/s. LIL and M/s. SER which are connected before the metering point. M/s. SAIL-RSP had brought this situation to the notice of the Commission and the Commission in their order dated 17.11.2023 in Case No. 86 of 2023 had directed M/s. RSP to initiate action in co-ordination with OPTCL for providing power supply to M/s. LIL and M/s. SER directly from the Grid at the earliest. M/s. OPTCL has submitted that the construction of new 132 kV D/C transmission line on multi circuit tower (lattice/monopole) directly from its Grid Sub-station to the premises of the above two consumers will take around 1.5 years to 2 years. Therefore, as an interim measure the Special Tripartite Agreements executed between RSP, M/s. TPWODOL and M/s. LIL / M/s. SER need to be amended to recognise the deemed export of surplus power from M/s. RSP. M/s. OPTCL further requests that for the drawal of power by M/s LIL and M/s. SER from the CGP of M/s. RSP the transmission charges should be paid to OPTCL till direct power supply is extended to M/s. LIL and M/s. SER from the GSS.

8. The Respondent-M/s. TPWODL has submitted that Regulation 64 of OERC Distribution (Condition of Supply) Code, 2019 provides that unless otherwise agreed to, the supply shall be at single point at the outgoing terminals of the Licensee /supplier. For this reason, the Commission had earlier approved Special Tripartite Agreements (TPAs) under Regulation 81 of OERC Distribution (Condition of Supply) Code, 2004 and Regulation 139 of OERC Distribution (Condition of Supply) Code, 2019 respectively so that the consumers who are not directly connected to the Licensee's network can get power supply. The Petitioner in the present case cannot go for netting off surplus generation inside the premises of M/s. RSP through mere energy accounting. If netting is permitted the distribution business will be highly pre-judiced. However, M/s. TPWODL has no objection if the Petitioner harness any power from CGP through Grid with scheduling or recognises their inadvertent injection into the Grid. There are 75 industries in the jurisdiction of four DISCOMs having installed capacity of 9518 MVA. If the Petitioner desires to harness CGP power in emergency scenario (April 2024 to June 2024), it can be done so with proper negotiation with rest of the CGPs. The Petitioner is well aware about the terms and conditions of existing Tripartite Agreement among parties and subsequent direction of the Commission in Case No. 86/2023 and placing this type of application at this juncture is nothing but a review application in disguise. M/s. TPWODL requests the Commission to reject the present petition of M/s. GRIDCO, which is not sustainable under law.

9. We heard the parties in detail through hybrid mode and perused the written submission made by them. The Petitioner-M/s. GRIDCO in effect has prayed before the Commission to modify the two Tripartite Agreements entered between M/s. TPWODL, M/s. RSP & M/s. LIL and M/s. TPWODL, M/s. RSP & M/s. SER which were approved by the Commission in Case Nos. 24/2015 and 33/2020 respectively. These agreements were entered between the parties to recognise a special category of consumer which is not covered under list of consumers enumerated under Regulation 138 of OERC Distribution (Condition of Supply) Code, 2019. These Agreements were made under Regulation 81 of the OERC Distribution (Condition of Supply) Code, 2004 and Regulation 139 of OERC Distribution (Condition of Supply) Code, 2019 respectively which provide that the Licensee / supplier may enter into Special Agreement with the consumers with due approval of the Commission. The Special Agreements are nothing but an agreement for supply of power to the consumers by the Distribution Licensee who are not covered under Regulation 138 of the Supply Code, 2019.
10. In the present Petitioner-GRIDCO, who is not a party to the Tripartite Agreements, seeks amendment to such agreement for purchasing power from one of the parties of these Agreements. Supply of power and purchase of power are two distinct activities under the Electricity Act, 2003. While power supply is governed under Supply Code framed under Section 50 of Electricity Act, 2003, power purchase is regulated under Section 86 (b) of the Electricity Act, 2003 read with Section 21 of Orissa Electricity Reform Act, 1995. All the Power Purchase Agreements (PPAs) of GRIDCO are approved by the Commission under the aforesaid provisions of law. GRIDCO cannot force fit itself into a voluntarily made Supply Agreement executed under Regulation 138 & 139 of Supply Code for purchase of power (from M/s. SAIL-RSP) which is governed under different provisions of the Act. The Commission is averse to such perversity of law.
11. However, there is no bar for the Petitioner-GRIDCO to purchase surplus power through Power Purchase Agreement (PPA) with M/s. SAIL-RSP as per the specified provision of law.
12. In view of the above observations, the present petition of GRIDCO under Regulation 139 of Supply Code, 2019 cannot be accepted for modification of the subject TPAs for purchase of surplus power from M/s. SAIL-RSP and the case is accordingly dismissed.

Sd/-

**(S. K. Ray Mohapatra)**  
**Member**

Sd/-

**(G. Mohapatra)**  
**Officiating Chairperson**